



Agenda
Meeting of the Municipal Council
Wednesday, March 26, 2025
REGULAR MEETING 6:00 PM

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

2025-153 Resolution Authorizing a Meeting Which Excludes the Public

A. Public Safety

1. Police Monthly Report February 2025

B. Contract Negotiations

1. Madison Asbury Retail (MAR) – Boardwalk Preservation Fund Sub-Recipient Grant Agreement
2. Change Order #7 – New Fire Department Headquarters
3. Purchase and Sale of Home Plate Properties - Asbury Park Housing Authority

C. Attorney-Client Privilege

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

Call to Order/Roll Call

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

As to comply with the “Open Public Meetings Act,” Chapter 231, P.L. 1975, adequate Notice of this meeting has been provided in the following manner: The Annual Notice was forwarded to the Asbury Park Press, The Coaster and The Star Ledger on January 16, 2025, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

Proclamation

1. Prevention of Child Abuse Month

Special Event Applications:

Items to be Presented:

Matters from City Council

Matters from City Manager

Matters from City Attorney

1. Presentation by APW Redeveloper, LLC/Asbury Partners LLC for Redevelopment of Block 3801, Lot 1.02 (320 Asbury Avenue)

III. Regular Meeting

A. Public Participation

B. Minutes

- Municipal Council- Executive Meeting March 12, 2025 4:00 PM
- Municipal Council - Regular Meeting - Mar 12, 2025 6:00 PM

C. Consent Agenda Resolutions

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

2025-154 Resolution Approving Special Event Applications

2025-155 Resolution Amending Temporary Budget Appropriations for 2025 Budget

2025-156 Resolution Authorizing the Transfer of Appropriation Reserves in the Fiscal Year 2024 Budget

2025-157 Resolution Authorizing the Mayor and City Council to Execute a Discharge of Mortgage for Timothy Harris for Property located at 909 Summerfield Avenue, Asbury Park

2025-158 Resolution Authorizing the Mayor and City Council to Execute a Discharge of Mortgage for Virginia Cita for Property located at 137 DeWitt Avenue, Asbury Park

D. Individual Resolutions

2025-159 Resolution Approving Payment of Bills

2025-160 Resolution Authorizing Revisions to the Statutory Budget Deadlines as per the Local Finance Board Local Finance Notice (LFN) 2024-20

2025-161 Resolution Authorizing the Disposition of Surplus Property

2025-162 Resolution Approving Change Order #7 for the New Fire Department Headquarters

2025-163 Resolution Authorizing the Repairs to Fire Department Ambulance #83-60

- 2025-164 Resolution Authorizing Purchase of Security Upgrades at City Hall
- 2025-165 Resolution Authorizing Purchase of 2025 Seasonal Beach Badges
- 2025-166 Resolution Authorizing the Annual Renewal of CivicPlus Software for Recreation and PAL
- 2025-167 Resolution Authorizing a Contract fo Over the Moon for the Production of First Fridays Art & Sound Events for 2025 through Community & Cultural Affairs
- 2025-168 Resolution Of The Mayor And City Council Of Asbury Park Authorizing The City Of Asbury Park To Enter Into The Boardwalk Preservation Fund Sub Grant Agreement With Madison Asbury Retail, LLC
- 2025-169 Resolution Authorizing a Professional Services Contract to Hackensack Meridian Team Health P.C. for Employment Exams and Physicals
- 2025-170 Resolution Authorizing The Acceptance Of A Grant From The State Of New Jersey, Department Of Law And Public Safety, Division Of Alcohol Beverage Control, Under The Cops In Shops Summer Shore Initiative 2025
- 2025-171 Resolution Authorizing The Execution Of A Deed Of Easement By The City To JCP&L For Property Known As Block 608, Lot 1, For The Installation Of Electrical Facilities For The New Firehouse
- 2025-172 Resolution Authorizing An Appointment to the Housing Authority

E. Ordinances

Second Reading / Public Hearing

- 2025-8 Ordinance Of The City Of Asbury Park Amending And Supplementing Chapter 5, Entitled “Beach, Boardwalk And Beachfront Regulations” To Establish Fines For Tents On The Beach

F. Adjournment

**RESOLUTION NO. 2025-153****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 26, 2025 at 6:00 PM in the Council Chambers located at 1 Municipal Plaza, Asbury Park, New Jersey, that will be limited only to consideration of an items or items with respect to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

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

A. Public Safety

1. Police Monthly Report February 2025

B. Contract Negotiations

1. Madison Asbury Retail (MAR) – Boardwalk Preservation Fund Sub-Recipient Grant Agreement
2. Change Order #7 – New Fire Department Headquarters
3. Purchase and Sale of Home Plate Properties - Asbury Park Housing Authority

C. Attorney-Client Privilege:

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

ANTHONY CUCCI
DEPUTY CITY CLERK

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EILEEN CHAPMAN, COUNCILMEMBER
YVONNE CLAYTON, COUNCILMEMBER

JOHN B. HAYES, ACTING CITY MANAGER
LISA ESPOSITO, RMC, CITY CLERK

Technical Review Committee

To: Mayor and Municipal Council

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

CC: Joseph Maraziti, Redevelopment Counsel
Jennifer Smith, Counsel for Developer

Date: March 7, 2025

Re: TRC REVIEW
Block 3801, Lot 1.02 (320 Asbury Avenue)

The TRC met on November 15, 2024 to review proposed redevelopment for Block 3801, Lot 1.02 320 Asbury Avenue. Present members of the TRC were Michael Nelson, Architect from CCH, Michael Sullivan, Planner from CCH, Sam Avakian, Board Engineer from Avakian Engineering, Barbara Krzak, Planning Board Chairperson, Yvonne Clayton Councilwoman, Michael Sheehan of the DEP and Michele Alonso, City Staff, Director of Planning and Redevelopment.

This project is for a mixed use multi building development for five-story multi-family building containing 50 apartments, a three-story commercial-residential building with approximately 5,000 sf of commercial space and eight residential units, and a four-story townhouse building with nine residential units. Off-street parking is proposed in a surface lot, within townhouse garages, and at the ground level of both multi-family buildings. The project will be constructed by two entities-Pulte Homes and APW developers which is Starfield. A subdivision is proposed One lot shall be 650,293 square feet and the other shall be 190,474 square feet. There will be two homeowner associations and cross easements for access.

The property consists of the eastern half of Block 3801, the remainder of the previous superblock created by the closure of Sewall Avenue and St. James Place located between Heck Street, Asbury Avenue and Cookman Avenue. The westerly portion of the block was developed in 2022 as Asbury Cove (AP Triangle). The property contains just under two acres (1.9 ac), or 84,767 sf. and has more than 530 feet of frontage on Asbury Avenue and 620 feet of frontage on Cookman Avenue. The lot size is compliant with the minimum lot size of the Redevelopment Plan. The property is vacant but has been planted with evergreen trees at the east end and grasses along the street frontages. There is a significant grade changes on the property from Asbury Avenue to Cookman Avenue. The Site is in the Wesley Grove Flood Plain.

The three buildings:

Multi-family Building: The multi-family building has four floors of residences over ground level parking and a rooftop deck. There are 50 dwelling units: 22 one-bedroom units with bonus rooms and 28 two-bedroom units with bonus rooms. All units have a balcony. Many of the bonus rooms are equipped with closets, but do not have windows.

Mixed-Use Building: The mixed-use building consists of 5,018 sf of retail space and a 16 space parking garage on the ground floor with two floors of residences above. There are two, three-bedroom duplexes, four, three bedroom units and two, four-bedroom units. All but one of the residences in this building has a terrace or balcony.

Townhouse Building: There are nine townhouse units, each of which has a two-car garage and flex space on the ground floor and living space on the three floors above. All units have three bedrooms. Each unit has a rear deck on the second floor, and roof deck on the Cookman Avenue façade. Proposed balconies are shown on the elevations but not on the floor plans. It is unclear how the loft level is accessed.

The whole project will be the equivalent of LEED Silver.

Parking requirements of the Redevelopment Plan are fulfilled and there will be no loss of on street parking. The height of all buildings is compliant.

The project is a 2 phase project with the townhouses and multifamily as the first phase and the mixed use building as the second phase.

60 percent of the Site located in Wesley lake flood plain which is a fluvial flood plain. The building have to be elevated to the 2023 DEP standard of 11 feet above flood elevation. Layout of all the buildings and parking is based on flood plain location. Car access cannot be below flood hazard elevation.

Underground detention and rain gardens will be used to meet stormwater requirements.

14 EV parking spaces on the west side parking area are proposed. All townhouses will be EV ready. A decorative paver band has been added between the townhouse driveways to delineate them. Cross hatch areas can be used for loading. There will be three transformers located on site and will be screened with landscaping.

The Townhouses were described as Jersey Shore contemporary architecture with expansive windows and sunshades. Brick at base with fiber cement panel for rest of structure. Colors are dark blue, light blue and off white. There are Stoops proposed on the Cookman elevation to activate the streetscape

Each unit has Juliet balconies and Terraces on the top floor HVAC units are on the roof. Each unit has a 2 car garages with bike parking.

The multifamily building same material color palette as townhouses and will have sunscreens. Windows are aligned to not look into each other. The building will have flood vents. There are full balconies and a roof deck. HVAC is on the roof in the center and will not be visible from the ground.

The garage is designed as an open garage. There will be a mesh screen to shield view of the garage. Car headlights will not be visible, however, there is lighting in the garage that will need to be shielded. Building mechanicals are in the garage. There will be some space for bike storage.

There are 14 tandem parking spaces.

The Rooftop deck will have lounge areas with firepits and grills. There are Lights on roof deck that will close by 9 and 10 pm. Lights can be placed in the parapet to reduce visual impact. There is no audio system. There will be some landscaping. Fences will separate areas of the deck. All lights are dark sky compliant.

Trash and recycling – There is a ground floor trash room. Each floor has a garbage chute and a recycling bin. Management takes the bin and rolls them out. Each townhouse will have a residential bin for which they are responsible.

Mailboxes will be in clusters on the property.

The “point” building will be a three-story mixed-use building with retail on the ground floor and two floors for residential units. It will sit four feet above the sidewalk. There will be several entries to the retail space with the main entry on Asbury Avenue. There will be sixteen parking spaces (2 EV) and most will be make ready EV in the building and some bike storage. The garage will also have a metal mesh screen at the sidewalk. The irregular shape of the lot lends itself to modern design and terraces. Two of the units are duplexes. HVAC is set back from the street. Upon Planning Board application the architect will show his best estimate for kitchen exhaust flue.

Building materials include the grid system in composite works well.

With the sidewalk four feet about the finished grade, a wall hides the ramp grade changes.

The base of the building is a concrete structure with flood vents and wood grain stamp. Piers at retail are two different color bricks – two tans. There are two colors of fiber cement. Infill panels are wood. Piers on the upper floors are pointed. Infill panels are wood – fiber cement or metal panel with preference to fiber cement. A few of the windows are fixed, but there are operable windows.

There are trash chute on all floors with trash with pickup at driveway entrance

For the landscaping, it shall follow the redevelopment plan requirements and 2/3 of the plantings shall be native species. A rain garden has been added to the Southwest corner of the site.

The Bus shelter will remain as is in its location.

Design Waivers requested

Building Elements - Openings – Configuration - 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 center line of the window sash shall align within the centerline of the wall shall be no flush mounted windows). Not all the windows are operable. There appear to be fixed panes used in combination with casements. All windows appear to be flush mounted.

Building Elements - Openings – Configuration - Garage Doors facing a frontage shall be a maximum of 9 feet wide. The mixed-use building has a garage door facing Cookman Avenue which is 24 feet wide.

Configuration - Balconies shall be visibly supported by brackets and shall not exceed 3 feet in depth. The architectural floor plans for the townhouse units do not show the balconies depicted in the architectural elevations, which appear to be a combination of Juliet, side-supported (inset) and cantilevered balconies. The architectural floor plans for the five-story multi-family building also do not depict the balconies in the same way that the rendered elevations do. It appears that there are multiple cantilevered balconies. The mixed-use building has several covered balconies on the Cookman and Asbury Avenue frontages and two, partially covered balconies at the corner of Cookman and Asbury Avenues

Building Parts - 5.. A shopfront shall have a kick plate between 18 and 42 inches high running continuously. No kickplate or bulkhead is provided along the base of the commercial space fenestration.

Building Parts - 7. Balconies are best used as a single, continuous element at the location of the upper or lower expression lines. Multiple balconies, if required, shall be confined to the rear and side elevations. The townhouse building has multiple balconies on the front building elevation and which are not used as a continuous element along an expression line. The five-story multi-family building has multiple balconies on the front building elevation and which are not used as a continuous element along an expression line. The mixed-use building has multiple terraces on the front building elevations which are not used as a continuous element along an expression line.

Building Parts – 10 - All windows, except storefronts, shall be operable as hung or casement. Sliding and awning windows shall not be permitted...A majority of the windows shall be rectangular with a height-to width ratio between 1:1.6 and 1:3. Additional information is required to determine the type of windows proposed in each building. It appears there are fixed windows used on all the buildings' front façades. The architectural plans should be revised to indicate the proportion of windows to determine compliance with the ratio requirement.

Building Parts – 12 Under no circumstances shall the windows be installed flush with the outer surface of the façade. Installation should be flush with the interior wall. Windows on all proposed buildings are designed to be flush with the outer surface of the façade.

Building Parts - 13. Window sills should be provided, and lintels may be shown. The window sill should slightly overlap the width of the window opening. Window sills are not provided on any of the proposed buildings.

Building Frontages - 2. The frontage of a building, and its character, is a primary contributor to the nature of the pedestrian experience and influences pedestrian activity at the street level. The frontage is that elevation which faces a public street or public open space. There are no ground level residences in either the five-story multi-family or mixed-use buildings. The townhouse units have individual entrances to the street, although are elevated above the street level approximately four feet. The treatment of the façade at the base disconnects the buildings from the public realm.

Building Frontages - 5. The middle of the building shall be differentiated from the base by a transition line at the top of the first, second or third floor. The transition line's specific location is determined

primarily by the overall height of the building and that of the adjacent buildings. The design of the townhouse buildings does not provide a transition line which differentiates the middle from the base.

Building Frontages - 6. Base frontages are, in descending order of their positive pedestrian contribution; (a) a gallery or arcade; (b) a shopfront with awning; (c) a residential stoop; (d) a fence and porch; (e) a landscaped front yard; (f) a blank wall; (g) an unbuffered parking structure. Both the mixed-use and multi-family buildings incorporate unbuffered parking structures along their base frontages.

Building Frontages - 9. If the roof is flat, designing it as a terrace attached to a partial penthouse is the best way to achieve visual adequacy. All of the proposed buildings have flat roofs. Only the mixed-use building's roof does not incorporate some kind of rooftop deck or terrace, only elevator penthouses and mechanical equipment. Inclusion of rooftop amenities, such as provided on the other buildings, could aid in screening the elevator bulkheads that extend above the roofline.

Attached Elements – 5. Façade colors shall be selected from a single quadrant of the color wheel, specifically the lighter saturations of the yellow to-red quadrant. This encompasses the cream, ochre, pink, terra-cotta, range. Trim and attached elements may be white or a darker or lighter saturation of the wall color. The townhouse and five-story buildings are similarly designed using coordinated fiber cement panels and lap siding in shades of blue, gray and white. The mixed-use building uses a different design scheme with fiber cement panels in shades of white, wood-look metal panels, and beige and gray brick at the base.

TRC comments and recommendations:

To provide a maneuver plan showing the access of the cars pulling into building #3.

Rain Garden is highly recommended. A rain garden has been provided, but it is recommended that the Planning Board and their professionals evaluate it.

The screening of the transformers will be enhanced with landscaping.

Include more landscape buffer between parking lot and the Cove.

Add more windows to side elevations.

All lighting in the garage shall be shielded.

Panels shall be fiber cement rather than metal.

Air conditioner unit condenser placement shall try not to infringe on open space so that noise is limited.

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YVONNE CLAYTON, COUNCILPERSON
JESSE KENDLE, COUNCILPERSON

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

Application for Review by the Redevelopment Agency

FILL IN ALL BLANKS

PROPERTY LOCATION: 320 Asbury Avenue Block: 3801 Lot(s): 1.02

1. APPLICANT INFORMATION:

Name: APW Redeveloper, LLC

Address: 1089 Ocean Avenue, Unit 3, Asbury Park, NJ 07712

Phone #: 732-774-3378

Fax: 732-744-1172

Email: dfurgal@starfieldcompanies.com

2. ATTORNEY INFORMATION:

Name: Jennifer Phillips Smith, Esq. - Gibbons, P.C.

Address: 141 West Front Street Suite 240, Red Bank, NJ 07701

Phone #: 732-704-5818

Fax: 732-865-7248

Email: jsmith@gibbonslaw.com

3. ARCHITECT INFORMATION:

Name: Frank Minervini - MVMK Architecture & Design

Address: 360 14th Street, Hoboken, NJ 07030

Phone #: 201-386-0637

Fax: 201-386-0628

Email: frankminervini@mvmkarchitecture.com

Michael Lawson - Minno Wasko
Architects and Planners
204 North Union Street, Suite 1
Lambertville, NJ 08530
Ph: 609-397-9009
mlawson@minnowasko.com

4. ENGINEER INFORMATION:

Name: Lena Balorda-Barone - French & Parelo Associates

Address: 1800 Rt. 34, Suite 101, Wall, NJ 07719

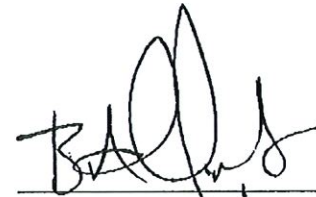
Phone #: 732-312-9800

Fax: 732-312-9801

Email: lena.barone@paengineers.com

5. PRESENT OWNER (If not applicant)Name: AP Triangle, LLC C/O Asbury Partners, LLCAddress: 1089 Ocean Avenue, Unit 3, Asbury Park, NJ 07712Phone #: 732-774-3378Fax: 732-744-1172Email: dfurgal@starfieldcompanies.com6. Interest of applicant, if other than owner: Affiliate of Master Developer and owner7. Existing Use VacantBlock 3802 Lot 1.028. Primary Zone WRA Infill Zone _____ Other _____9. Property is located in zone WRA as per Asbury Park Land Development Ordinance.10. Property ☐ is ☒ is not located in a Historical District.

Historic District _____

11. Lot Size Lot A: 65,293 Sq. ft. Lot B: 19,474 Sq. ft. Size of Structure(s) See plans total sq. ft.12. Percentage of Impervious area See plans % Total # of Units 67Building Height See plans Stories See plans13. Proposed Amendment(s) to plan:
None.


Applicant Signature



Memorandum

BLOCK 3801, LOT 1.02 PROJECT NARRATIVE – JANUARY 29, 2025

DESCRIPTION OF PROPOSED DEVELOPMENT

The proposal for Block 3801, Lot 1.02 consists of a minor subdivision and preliminary and final site plan approval, with design waivers, to create two building lots and then a two-phase development of three structures that will include approximately 5,037 square feet of commercial space at the intersection of Asbury Avenue and Cookman Avenue and a total of 67 residential units in a mix of townhomes and apartments.

PHASE 1

The first phase will be developed on “Lot A” a to-be subdivided parcel of approximately 1.5 acres in area (65,293 square feet.) Within Phase 1, Building 1 will be a five-story multi-family residential building with ground level parking and four floors of residential units. The residential program will include 50 condominium units, of which 22 will be one-bedroom units with bonus rooms and floor areas ranging from 1,110 square feet to 1,150 square feet and 28 will be two-bedroom units with bonus rooms and floor areas ranging from 1,370 square feet to 1,665 square feet. Building 2 will consist of 9 four-story townhomes. Each townhome will have a two-car garage and flex space on the ground floor, an open floorplan living / dining / kitchen area on the second floor, three bedrooms on the third floor, and a fourth-floor loft area with access to exterior decks facing Cookman Avenue.

The two buildings will share an on-site circulation pattern. A two-way driveway is proposed to Asbury Avenue in the northwest corner of the parcel opposite Bergh Street and another is proposed on the south side of the parcel to Cookman Avenue opposite St. James Place. Within the parcel, circulation aisles will provide access to the ground floor parking in Building 1, two car garages and driveways for each of the townhomes, and 26 surface parking stalls. The mixed-use building in Phase 2 will have cross-access into the Phase 1 parcel and use the same circulation pattern and driveways. Pedestrian access will be provided from each building directly to the sidewalks abutting the property. In addition, an accessible connection will be provided to the walkway between Asbury Avenue and Cookman Avenue that runs along the westerly property line.

PHASE 2

The second phase will be developed on “Lot B” a to-be subdivided parcel of approximately 0.45 acres (19,474 square feet.) During the development of Phase 1, the Phase 2 property will be used as a construction staging area. After completion of Phase 1, the development proposal for Phase 2 is a three-story mixed-use building with approximately 5,037 square feet of commercial space in a triangular area near the intersection of Asbury and Cookman Avenues and eight residential units split between the second and third floors. The residential units will consist of 2 three-bedroom duplexes between 2,280 and 2,500 square feet, 4 three-bedroom units between 2,000 and 2,175 square feet, and 2 four-bedroom units at 3,350 square feet. Each unit will have a private exterior balcony.

Vehicular access to the ground floor is provided by a driveway from the shared circulation system to be constructed in Phase 1 as described above. The interior parking area in the building will include 16 vehicle spaces, each of which will include a wall-mounted bicycle rack.



Pedestrian access will be provided from the residential portion of the property to both Asbury and Cookman Avenues. A walkway wrapping around the retail space will provide access from multiple points including along the Cookman Avenue frontage and at the point of the triangle at the intersection of Asbury and Cookman Avenues. An optional retail loading / back of house entrance can be located on the Asbury Avenue side of the building.

OVERALL DEVELOPMENT PROGRAM

Residential Units + Commercial Space

Phase	1 BR	2 BR	3 BR	4 BR	Commercial
Phase 1 - Building 1	22 Condos	28 Condos	-	-	-
Phase 1 - Building 2	-	-	9 Townhomes	-	-
Phase 2- Building 3	-	-	6 Condos	2 Condos	5,081 SF
Total	22 (32.8%)	28 (41.8%)	15 (22.4%)	2 (3%)	4,780 SF

Parking

Phase	Requirement	Provided
Phase 1 – Building 1	1.5 Spaces / 50 Units = 75 Spaces	78 Spaces
Phase 1 – Building 2	1.5 Spaces / 9 Units = 14 Spaces	31 Spaces
Phase 2 – Building 3	1.5 Spaces / 8 Units = 12 Spaces	16 Spaces
Total	101 Spaces	125 Spaces +EV Space Bonuses

CONSISTENCY WITH THE WATERFRONT REDEVELOPMENT PLAN

The proposed development complies with the Land Use requirements of the Waterfront Redevelopment Plan (WRP) – the proposed residential uses with a ground floor non-residential use at the intersection of Asbury and Cookman Avenues are permitted uses. Both proposed lots exceed the 15,000 square foot minimum lot area and have at least 100 feet of street frontage.

The permitted heights throughout the block range from a maximum of 4 to 8 stories along Cookman Avenue and 8 stories along Asbury Avenue. The proposed development includes 3, 4, and 5 story buildings designed to stagger mass and viewsheds through the property that comply with the requirements of the WRP.

The mix of residential unit sizes is almost exactly consistent with the distribution envisioned for the entire Waterfront Redevelopment Area. While the distribution is not a mandate, the project is proposing a mix of different unit sizes and types that is consistent with the Plan.

The proposal exceeds the minimum parking requirement of 1.5 spaces per unit, even before factoring in any discount that may be applied for electric vehicle service equipment. The parking is consistent with the approved CAFRA permit and the WRP.



Memorandum

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The proposed surface parking lot landscaping is intended to be consistent with the WRP. A detailed landscape plan will be developed for review by the planning board.

ARCHITECTURAL DESIGN

The project consists of three buildings, each with distinct elements. The Phase 1 residential buildings share a common color palette using shades of blue that are evocative of surf and sky with pale stone, white, and off-white accents. The two buildings exist in the same color palette but have their own distinct hues and material selections to differentiate their styles. A mix of board and batten, horizontal, and shingle siding are the primary materials on the multi-family building with a stone base. Cement board and horizontal siding are the primary materials on the townhouse building with a brick base. The buildings are consistent with modern coastal styles and have design elements that relate to other modern developments in the City including the Vive and the Cove.

The Phase 2 mixed-use building capitalizes on the unique shape of the “pencil point” intersection of Asbury Avenue and Cookman Avenue. The triangular building includes substantial commercial space with frontage and access in multiple locations. The upper floors step back from the point of the triangle to create unique and distinct exterior balcony areas for the largest residential units. The building has a contemporary aesthetic and utilizes tan brick piers at the ground level and off-white and tan fiber cement board to accent the wood finish metal panels that comprise most of the facades. The project contrasts with the color and material of the Phase 1 buildings while having common threads to other recent contemporary designs in the Waterfront Redevelopment Area.

TRC COMMENTS AND UPDATES

A TRC meeting was held on November 15, 2024. Comments from the TRC meeting are in bold below with the manner in which the plans have been modified noted in regular type:

1. **Townhomes: Delineate where each driveway starts/stops (for example, a paver band or landscape strip between the driveways).** Paver bands to delineate separations between the townhouse driveways were added to the site plan and architectural plan.
2. **Mixed Use: Provide a garage maneuverability plan.** A turning movement plan showing garage access will be provided as part of the planning board application.
3. **Condo and Mixed Use: Confirm number of make ready EV spaces in the garages.** Fourteen “make ready” EV spaces are proposed in the surface parking lot associated with the condo and townhouse buildings. Interior garage spaces in all three buildings can be outfit with EV charging equipment in the future if desired by unit owners.
4. **Site Plan: Look for opportunities to provide rain gardens instead of porous pavement.** A rain garden has been added to the southwest corner of the site near Cookman Avenue in response to comments about green infrastructure / stormwater management.
5. **Site Plan: Identify areas for cross access easements.** Blanket easements are proposed to permit cross access between the properties.



6. **Townhomes: Consider “flipping” the locations of the dining room and living room on the second floor.** The design team considered this change, but opted to maintain the design as presented. The open concept living space on the second floor provides flexibility for future owners.
7. **Townhomes: Correct stairs to access lofts on the floor plans.** Sheet A-03 shows stair access to the lofts on the floor plans.
8. **Condo: Shield garage lights inside of Condo garage.** Garage lights will be shielded by the upper and lower brick bands plus lattice within the openings.
9. **Condo: Confirm dark sky compliant lights on roof deck and show how they will be built into parapet.** Sheet A-10 of the architectural plans for the condo building include a detail for the rooftop deck lights demonstrating dark sky compliance and 3,000K color temperature. The proposed location on the interior of the parapet wall is shown on Sheet A-07.
10. **Condo: Identify landscaping on the roof and how landscaping will be irrigated and maintained.** Landscape planters have been shown around the perimeter of the rooftop amenity space. Specific details will be provided as part of the planning board application.
11. **Townhomes: Identify location for mailboxes.** A mailbox location for the townhouses has been added to the plans near Cookman.
12. **Mixed Use: Flip retail entrances to Cookman, instead of Asbury Ave.** The entrances to the ground floor commercial spaces in the mixed-use building have been relocated from Asbury Avenue to Cookman Avenue with modifications to the ramps, stairs, and walkways as needed to make the grading and elevations work.
13. **Mixed Use: Add mesh openings to garage along alley.** Sheet A-7 of the mixed-use building plans show details for the garage wall with solid architectural screening for vehicle lights and carbon steel wire mesh at openings.
14. **Mixed Use: Update floor plans to show doors and windows.** Sheets A-2 and A-3 provide detailed floor plan layouts for the ground floor commercial space and upper floor residential units with all doors and windows shown.
15. **Mixed Use: Show ventilation/exhaust for potential restaurant on ground floor.** An area has been identified on the roof plan (Sheet A-4) with the location for future kitchen exhaust if needed.
16. **Mixed Use: For the colors, evaluate if two “white shades” are needed?** The color palette has been adjusted and elevation drawings modified to address the TRC comments about the aesthetics.
17. **Mixed Use: Consider operational needs for connection of trash room to commercial space.** A second access to the trash room has been added to provide easy access for the commercial space.
18. **Mixed Use: Flip storage room and package room locations.** The residential entry along Cookman Avenue has been modified. In doing so, the location of the storage and package rooms have been moved and flipped.
19. **Mixed Use: Put bike storage in striped “dead spaces” close to garage entrance.** Bicycle storage has been added to the striped spaces.

- 20. Site Plan: Verify native landscaping.** Notes have been added and clarified on the plans to identify the proposed native plantings. Most of the species specified in the planting schedule are native.

RELIEF REQUESTED FROM THE WRP

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

Phase 1 (Building 1 Multi-Family Residential + Building 2 Townhouses)		
WRP Page	Requirement	Proposal
61	Balconies shall be visibly supported by brackets and shall not exceed 3 feet in depth.	Brackets are not proposed for the balconies, and balconies exceed 3 feet in depth.
62	Doors (including garage doors) shall be painted wood or composite wood.	The doors are not proposed to be painted or composite wood.
62	Windows shall be single, double, triple-hung, or operable casements.	Some fixed windows are proposed
64	Multiple balconies, if required, shall be confined to the rear and side elevations.	Multiple balconies are proposed for the Asbury Ave and Cookman Facades
65	Windowsills should be provided.	Windowsills are not provided for all windows
66	Facade colors shall be selected from the color wheel quadrant that encompasses the lighter saturations of the yellow-to-red quadrant, in addition to white.	White, gray, tan, and several shades of blue are proposed.

Phase 2 – Mixed-Use Building		
WRP Page	Requirement	Proposal
62	Windows shall be made of painted aluminum, wood or vinyl.	“Intus” UPVC reinforced steel windows are proposed. There is no aesthetic difference.
62	Doors shall be painted wood or composite wood.	The doors are not proposed to be painted or composite wood.
62	Doors shall be side hinged (no sliders.)	Sliding doors are proposed for the 4-bedroom unit balconies.
62	There shall be no flush mounted windows.	Flush mounted windows are proposed.
62	Windows shall be single, double, triple-hung, or operable casements.	Some fixed windows are proposed
64	Multiple balconies, if required, shall be confined to the rear and side elevations.	Multiple balconies are proposed.
65	Windowsills should be provided.	Windowsills are not provided for all windows

*Memorandum*

Page 6 of 6

66	Façade colors shall be selected from the color wheel quadrant that encompasses the lighter saturations of the yellow-to-red quadrant, in addition to white.	White and shades of tan are proposed.
----	---	---------------------------------------





BLOCK 3801

PROPOSED 3-STORY MIXED USE BUILDING

CITY OF ASBURY PARK
BLOCK 3801, LOT 1.02
MONMOUTH COUNTY
NEW JERSEY 07712

DRAWING LIST

A-1	BUILDING INFORMATION/ OVERALL PLANS
A-2	1ST FLOOR PLAN & FLOODPROOFING DETAILS
A-3	2ND / 3RD FLOOR PLAN
A-4	ROOF PLAN
A-5	BUILDING ELEVATIONS
A-6	BUILDING ELEVATIONS
A-7	BUILDING SECTION & MISC. DETAILS
A-8	SIGNAGE & STOREFRONT DETAILS
A-9	MATERIAL BOARD
A-10	RENDERINGS

MVMK
Minervini Vandermark Melia Kelly

SEAL
Frank J. Minervini, AIA
NJ License # 12576
NY License # 03 0297 63
Anthony C. Vandermark, Jr. AIA
NJ License # 17698
NY License # 32710-1
Adrian Melia, AIA
NJ License # 18738
Ciaran Kelly, AIA
NJ License # 18866

BUILDING / SITE CHARACTERISTICS:

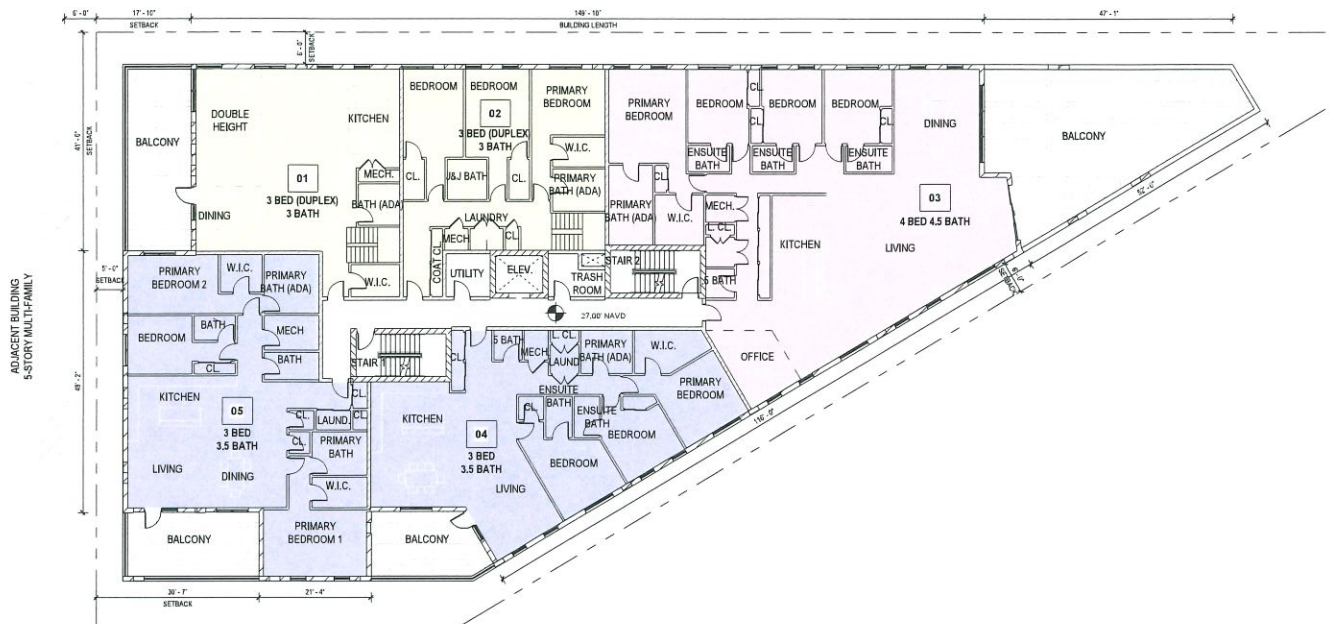
- LOT AREA: 19,493 SF.
1. NUMBER OF STORIES - 3 STORIES
2. HEIGHT OF STRUCTURE - 38 FT. 4 IN.
3. AREA - LARGEST FLOOR - 13,948 SQ.FT.
4. TOTAL LAND AREA DISTURBED - 19,493 SQ.FT.
5. BUILDING UNIT COUNT - 8 UNITS
6. SITE AREA - 19,493 SQ.FT.
7. CAR PARKING COUNT - 16 SPACES
8. BIKE PARKING COUNT - 56 BIKES

BUILDING INFORMATION

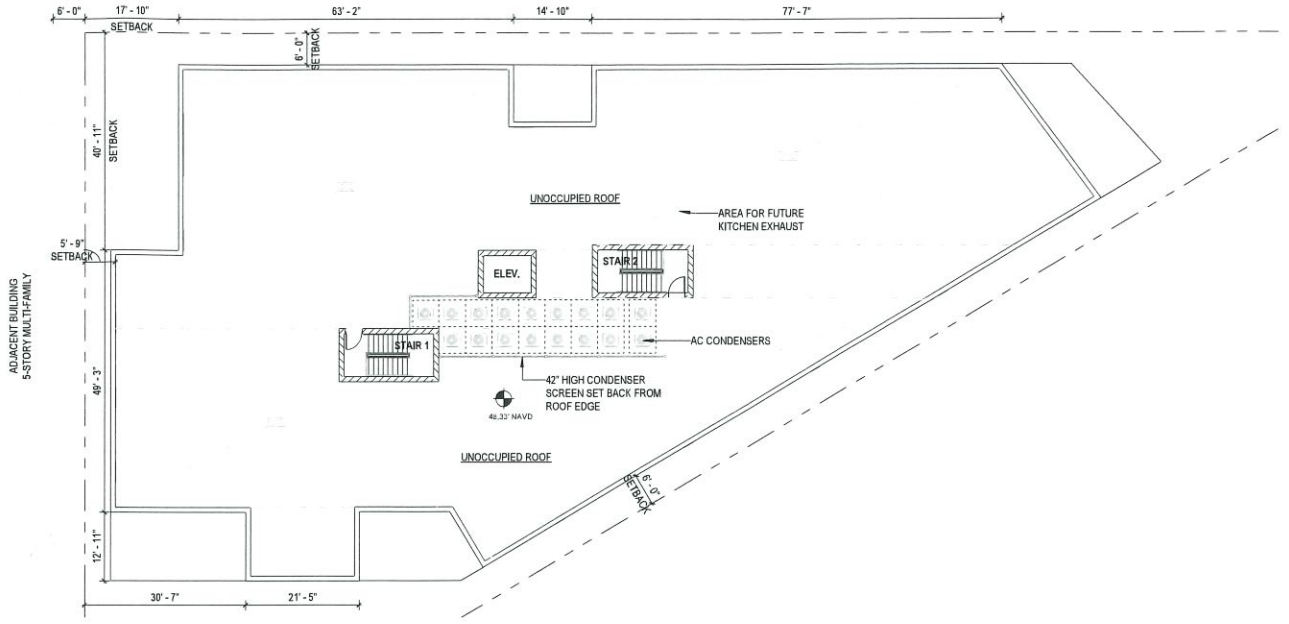
FLOOR	TOTAL GSF	RETAIL GSF	RESIDENTIAL NSF	RESIDENTIAL GSF	PARKING GSF	PARKING SPACES
ROOF	380					
3RD	11,912		10,214	11,912		
2ND	12,074		10,384	12,074		
1ST	13,996	5,037		3,151	5,808	16
TOTAL	38,362	5,037	20,598	27,137	5,808	16

UNIT BREAKDOWN

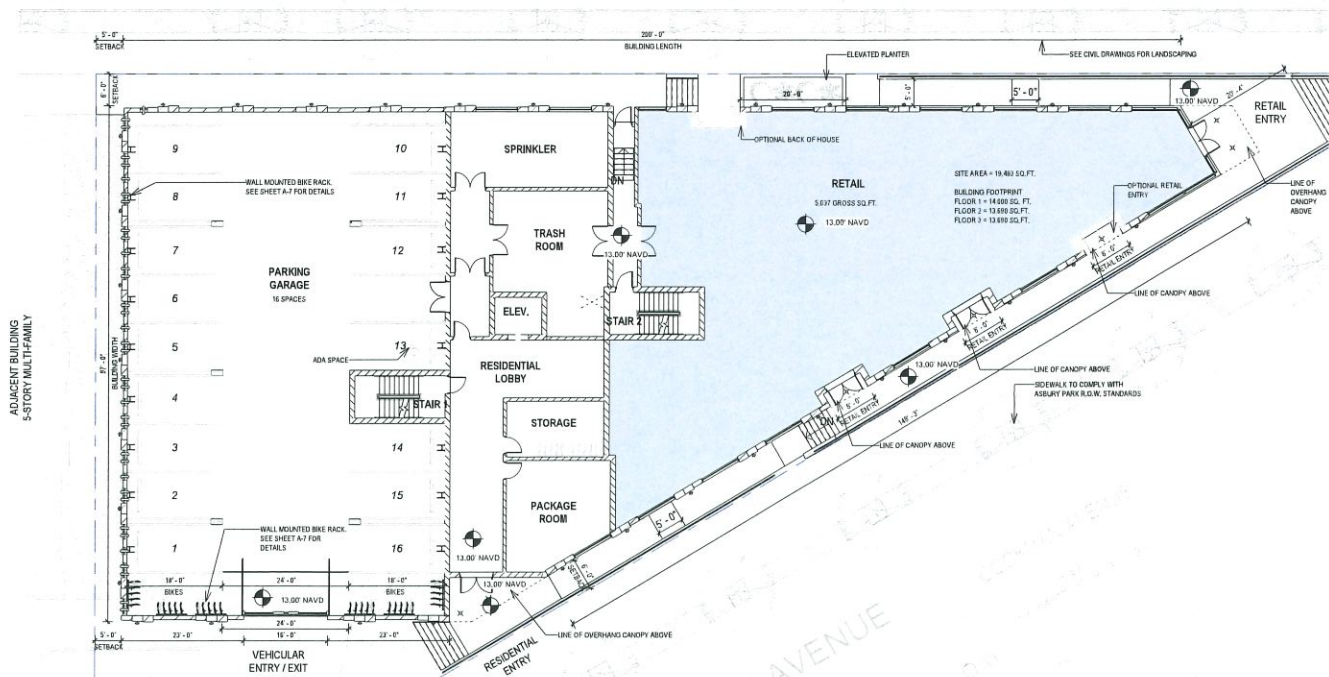
3 BED 3 BATH DUPLEX (2280-2500 SF)	3 BED 3.5 BATH (2000-2175 SF)	4 BED 4.5 BATH (3350 SF)
2	4	2



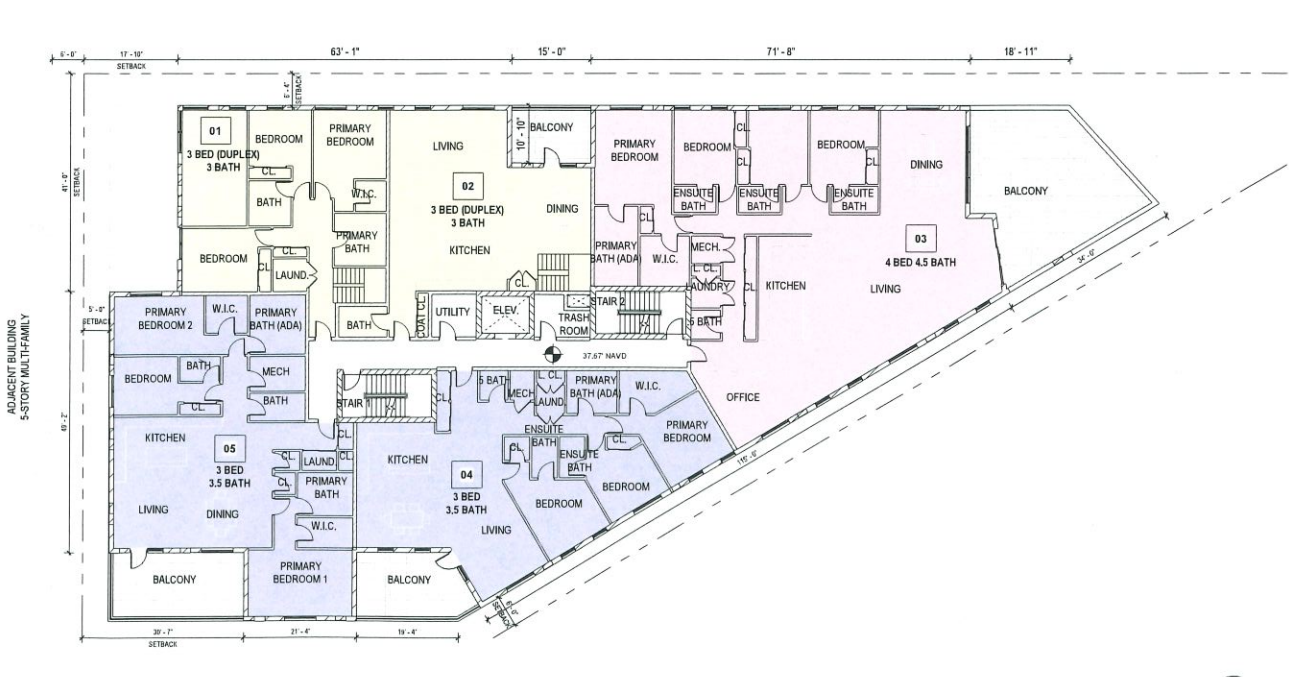
2 2ND FLOOR PLAN
1/16" = 1'-0"



4 ROOF PLAN
1/16" = 1'-0"

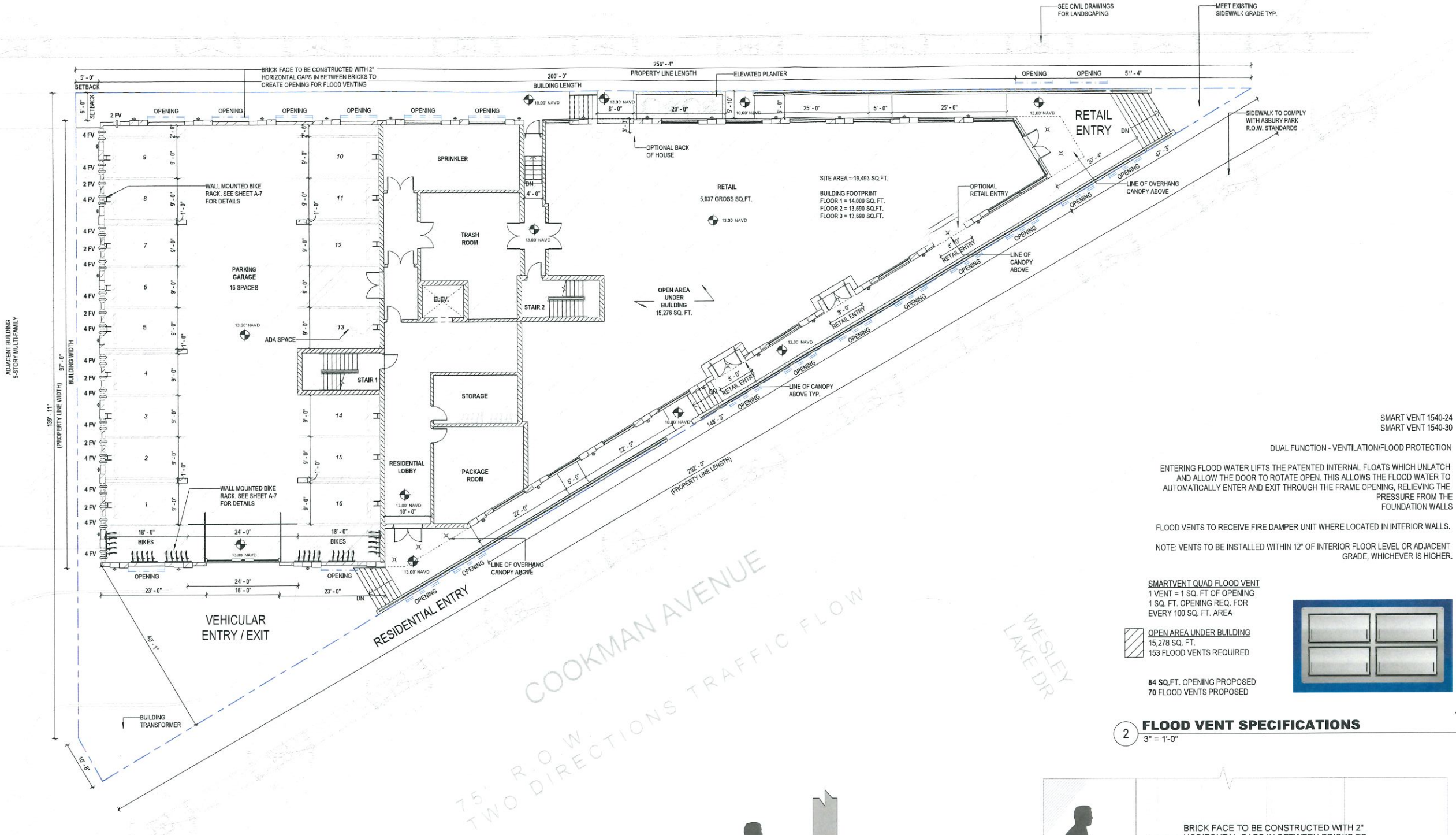


1 1ST FLOOR PLAN
1/16" = 1'-0"



3 3RD FLOOR PLAN
1/16" = 1'-0"

3 01/24/2025
2 12/06/2024
1 09/12/2024
Date Issue
Project Title
BLOCK 3801
ASBURY PARK, NEW JERSEY 07701
BLOCK 3801, LOT 1.02
Project Description
NEW 3 STORY MIXED USE BUILDING
WITH 8 RESIDENTIAL UNITS AND
RETAIL SPACE
Applicant
STARFIELD
Project Number : 24-1661
Drawn by : AKK, IG
Checked by : FJM, ACV
Scale : As Noted
Sheet Title
BUILDING INFORMATION /
ARCHITECTURAL OVERALL PLANS
Sheet Number



1 1ST FLOOR PLAN
3/32" = 1'-0"

CALCULATED OPEN SPACE ACROSS (2" BRICK SPACE)

TOTAL AREA = 21.33 SQ. FT.
SOLID AREA (BRICK) = 17.11 SQ. FT.
OPEN AREA (VOID) = 4.2 SQ. FT.

PERCENT OPEN = 19.8%

TOTAL BUILDING OPEN AREA (VOID) = 4.2 SQ. FT. X 20 BRICK LATTICE DET.
= 84 SQ. FT. OF OPENING PROPOSED

3 TYP. SECTION THROUGH BRICK LATTICE
3/8" = 1'-0"

4 BRICK LATTICE DETAIL - CALCULATION
3/8" = 1'-0"

SMART VENT 1540-24
SMART VENT 1540-30
DUAL FUNCTION - VENTILATION/FLOOD PROTECTION
ENTERING FLOOD WATER LIFTS THE PATENTED INTERNAL FLOATS WHICH UNLATCH AND ALLOW THE DOOR TO ROTATE OPEN. THIS ALLOWS THE FLOOD WATER TO AUTOMATICALLY ENTER AND EXIT THROUGH THE FRAME OPENING, RELIEVING THE PRESSURE FROM THE FOUNDATION WALLS
FLOOD VENTS TO RECEIVE FIRE DAMPER UNIT WHERE LOCATED IN INTERIOR WALLS.
NOTE: VENTS TO BE INSTALLED WITHIN 12" OF INTERIOR FLOOR LEVEL OR ADJACENT GRADE, WHICHEVER IS HIGHER.

SMARTVENT QUAD FLOOD VENT
1 VENT = 1 SQ. FT. OF OPENING
1 SQ. FT. OPENING REQ. FOR EVERY 100 SQ. FT. AREA

OPEN AREA UNDER BUILDING
15,278 SQ. FT.
153 FLOOD VENTS REQUIRED

84 SQ. FT. OPENING PROPOSED
70 FLOOD VENTS PROPOSED

2 FLOOD VENT SPECIFICATIONS
3" = 1'-0"

3	01/24/2025	
2	12/06/2024	
1	09/12/2024	Issue
#	Date	Issue

Project Title
BLOCK 3801

ASBURY PARK, NEW JERSEY 07701
BLOCK 3801, LOT 1.02

Project Description
NEW 3 STORY MIXED USE BUILDING
WITH 8 RESIDENTIAL UNITS AND
RETAIL SPACE

Applicant
STARFIELD

Project Number : 24-1661
Drawn by : AKK, IG
Checked by : FJM, AM
Scale : As Noted

Sheet Title
ARCHITECTURAL PLAN FLOOR 1 &
FLOODPROOFING DETAILS

Sheet Number

Ciaran Kelly, AIA
NJ License # 18866

Packet Pg. 22



SEAL

Frank J. Minervini, AIA

NJ License # 12576

NY License # 03 0297 63

Anthony C. Vandermark, Jr., AIA

NJ License # 17698

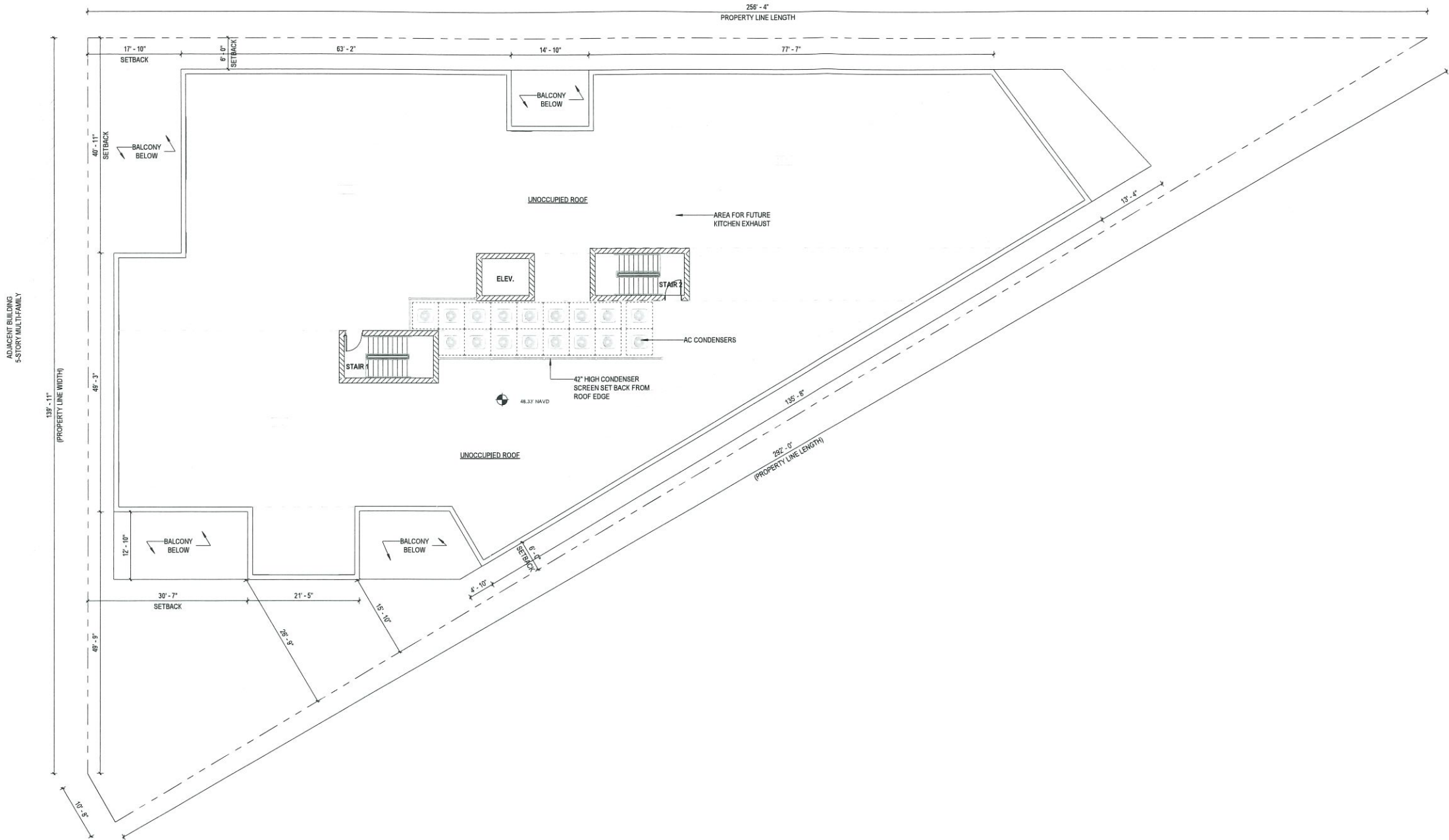
NY License # 32710-1

Adrian Melia, AIA

NJ License # 18738

Ciaran Kelly, AIA

NJ License # 18866



1 ROOF PLAN
3/32" = 1'-0"

3 01/24/2025

2 12/06/2024

1 09/12/2024

Date Issue

Project Title

BLOCK 3801

ASBURY PARK, NEW JERSEY 07701

BLOCK 3801, LOT 1.02

Project Description

NEW 3 STORY MIXED USE BUILDING
WITH 8 RESIDENTIAL UNITS AND
RETAIL SPACE

Applicant

STARFIELD

Project Number : 24-1661

Drawn by : AKK, IG

Checked by : FJM, AM

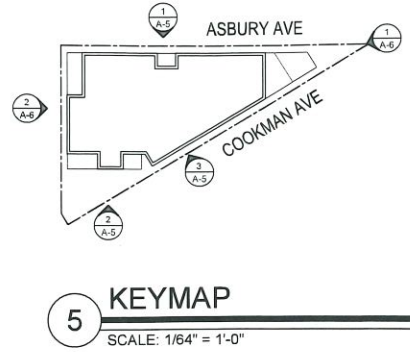
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Sheet Title

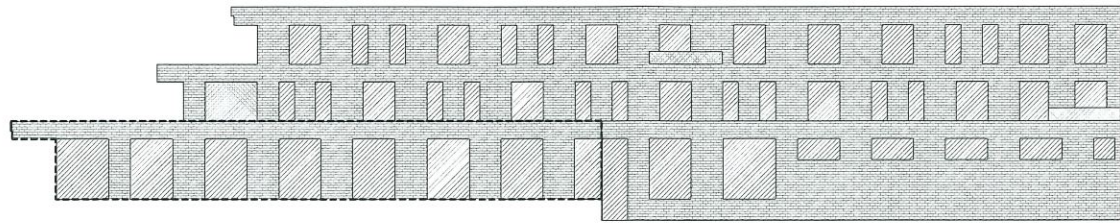
ROOF PLAN

Sheet Number

A-4

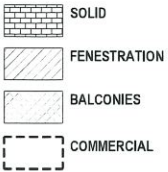


1 ASBURY AVE BUILDING ELEVATION
SCALE: 3/32" = 1'-0"

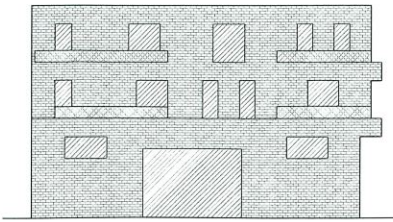


2 ASBURY AVE - VOID-TO-SOLID RATIO DIAGRAM
SCALE: 1/16" = 1'-0"

ASBURY AVENUE FACADE CALCULATIONS	
1. RESIDENTIAL FACADE AREA	3,895 SQ. FT.
2. RESIDENTIAL FENESTRATION + BALCONIES	1,140 SQ. FT.
3. #2 / #1	31% WHICH = > 20%
4. TOTAL FACADE AREA	7,081 SQ. FT.
5. TOTAL FACADE AREA MINUS TOTAL FENESTRATION + DOORS + BALCONIES	7,089 SQ. FT. - 2,277 SQ.FT. = 4,812 SQ.FT.
6. COMMERCIAL FACADE AREA	1,550 SQ. FT.
7. COMMERCIAL FENESTRATION	716 SQ. FT.
8. #7 / #6	46% WHICH = < 70%
9. RESIDENTIAL SOLID AREA	2,555 SQ. FT. = 69%
10. RESIDENTIAL VOID AREA	1,140 SQ. FT. = 31%
11. VOID-TO-SOLID RATIO	1,140 / 2,555 = 0.44 44% WHICH = < 45%

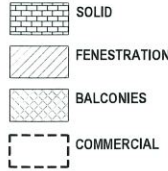


3 COOKMAN AVENUE - PARTIAL BUILDING ELEVATION
SCALE: 3/32" = 1'-0"



4 COOKMAN AVE - PARTIAL VOID-TO-SOLID RATIO DIAGRAM
SCALE: 1/16" = 1'-0"

ASBURY AVENUE FACADE CALCULATIONS	
1. RESIDENTIAL FACADE AREA	1,381 SQ. FT.
2. RESIDENTIAL FENESTRATION + BALCONIES	418 SQ. FT.
3. #2 / #1	30% WHICH = > 20%
4. TOTAL FACADE AREA	2,563 SQ. FT.
5. TOTAL FACADE AREA MINUS TOTAL FENESTRATION + DOORS + BALCONIES	2,563 SQ. FT. - 725 SQ.FT. = 1,838 SQ.FT.
7. RESIDENTIAL SOLID AREA	963 SQ. FT. = 70%
8. RESIDENTIAL VOID AREA	418 SQ. FT. = 30%
9. VOID-TO-SOLID RATIO	418 / 963 = 0.43 43% WHICH = < 45%



3	01/24/2025	
2	12/06/2024	
1	09/12/2024	
#	Date	Issue

Project Title
BLOCK 3801

Project Description
NEW 3 STORY MIXED USE BUILDING WITH 8 RESIDENTIAL UNITS AND RETAIL SPACE

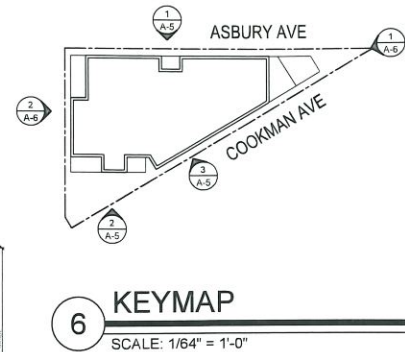
Applicant
STARFIELD

Project Number: 24-1661
Drawn by : AKK, IG
Checked by : FJM, ACV
Scale : As Noted

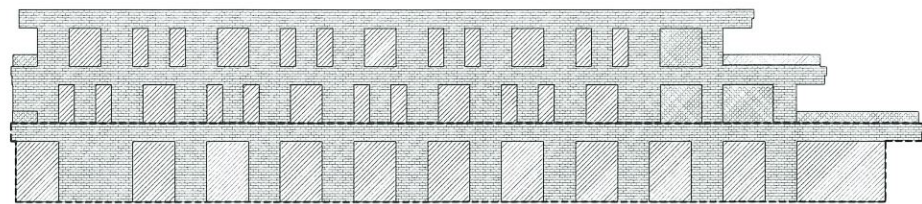
Sheet Title

BUILDING ELEVATIONS & VOID TO SOLID RATIO CALCULATIONS

Sheet Number

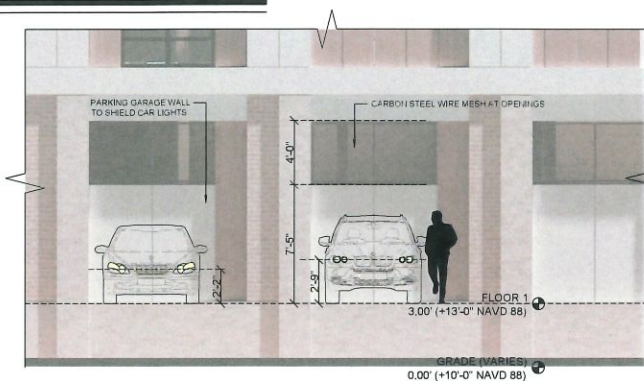
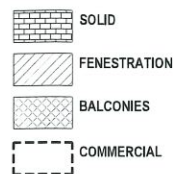


1 COOKMAN AVENUE - PARTIAL BUILDING ELEVATION
SCALE: 1/8" = 1'-0"



2 COOKMAN AVE - PARTIAL VOID-TO-SOLID RATIO DIAGRAM
SCALE: 1/16" = 1'-0"

ASBURY AVENUE FACADE CALCULATIONS	
1. RESIDENTIAL FACADE AREA	3,125 SQ. FT.
2. RESIDENTIAL FENESTRATION + BALCONIES	974 SQ. FT.
3. #2 / #1	31% WHICH = > 20%
4. TOTAL FACADE AREA	5,468 SQ. FT.
5. TOTAL FACADE AREA MINUS TOTAL FENESTRATION + DOORS + BALCONIES	3,514 SQ. FT.
6. COMMERCIAL FACADE AREA	2,455 SQ. FT.
7. COMMERCIAL FENESTRATION	1,092 SQ. FT.
8. #7 / #6	44% WHICH = < 70%
9. RESIDENTIAL SOLID AREA	2,151 SQ. FT. = 69%
10. RESIDENTIAL VOID AREA	974 SQ. FT. = 31%
11. VOID-TO-SOLID RATIO	974 / 2,197 = 0.46 45% WHICH = < 45%



5 PARKING GARAGE WALL DETAIL
SCALE: 3/16" = 1'-0"



3 EAST BUILDING ELEVATION
SCALE: 3/32" = 1'-0"



4 WEST BUILDING ELEVATION (REAR)
SCALE: 3/32" = 1'-0"

3	01/24/2025	
2	12/06/2024	
1	09/12/2024	
#	Date	Issue

Project Title
BLOCK 3801

Project Description
NEW 3 STORY MIXED USE BUILDING WITH 8 RESIDENTIAL UNITS AND RETAIL SPACE

Applicant
STARFIELD

Project Number: 24-1661
Drawn by: AKK, IG
Checked by: FJM, ACV
Scale: As Noted

Sheet Title

BUILDING ELEVATIONS & VOID TO SOLID RATIO CALCULATIONS

Sheet Number

A-6

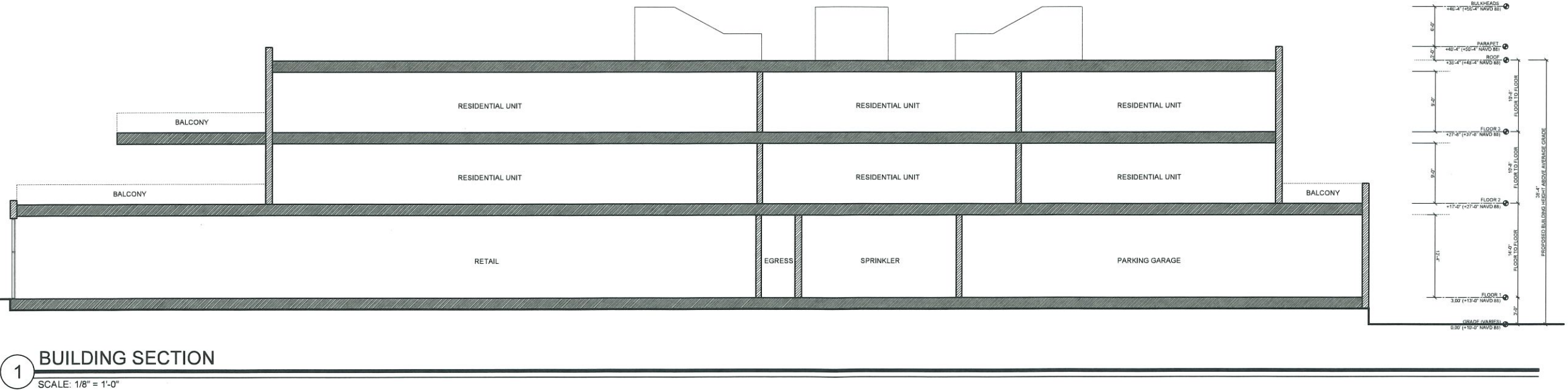
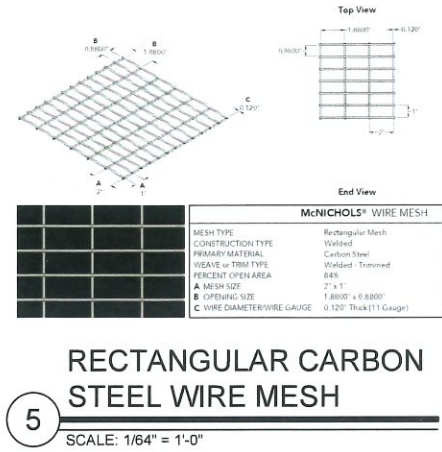
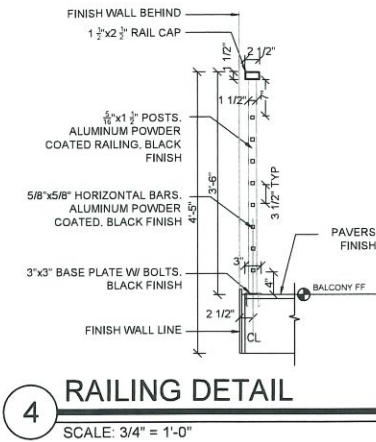
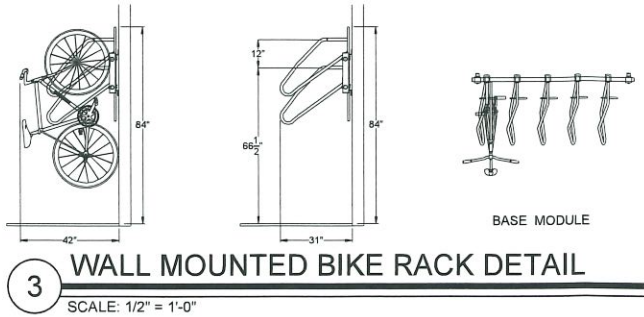
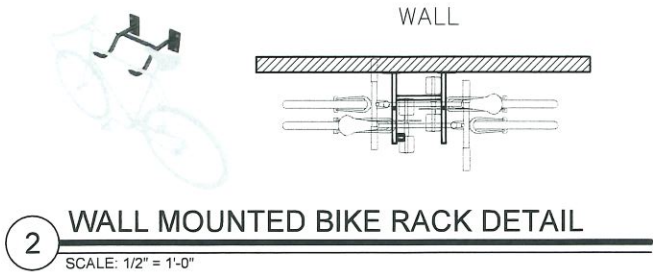
SEAL

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Anthony C. Vandermark, Jr. AIA
NJ License # 17698
NY License # 32710-1

Adrian Melia, AIA
NJ License # 18738

Claran Kelly, AIA
NJ License # 18866



3 01/24/2025
2 12/06/2024
1 09/12/2024
Date Issue

Project Title
BLOCK 3801

Project Description
NEW 3 STORY MIXED USE BUILDING WITH
8 RESIDENTIAL UNITS AND RETAIL SPACE

Applicant
STARFIELD

Project Number: 24-1661
Drawn by : AKK, IG
Checked by : FJM, ACV
Scale : As Noted

Sheet Title
BUILDING SECTION & SITE DETAILS

Sheet Number

FIBER CEMENT BOARD PANEL #1
MANUFACTURER: JAMES HARDIE
SERIES/COLLECTION: STATEMENT
COLLECTION / SMOOTH
COLOR: ARTIC WHITE
(OR ARCHITECT APPROVED ALTERNATIVE)

**FIBER CEMENT BOARD PANEL #2
(PRE-FINISHED)**
SUBSTRATE: JAMES HARDIE
MANUFACTURER: WOOD TONE
SERIES/COLLECTION: RUSTIC SERIES
SIDING COLLECTION
COLOR: SUMMER WHEAT - WHOLE
WHEAT BROWN
(OR ARCHITECT APPROVED ALTERNATIVE)

CASTILE GRAY VELOUR FACEBRICK
MANUFACTURER: GLEN-GERY.
SERIES/COLLECTION: URBAN GRAY
VELOUR SERIES
COLOR: GREY - VELOUR
(OR ARCHITECT APPROVED ALTERNATIVE)

AMERICANO FACEBRICK
MANUFACTURER: GLEN-GERY.
SERIES/COLLECTION: PITT CAFE
COLOR: TAN
(OR ARCHITECT APPROVED ALTERNATIVE)

MVMK

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3 01/24/2025

3 01/24/2023
2 12/06/2024

2 12/08/2024
1 09/12/2024

#	Date	Issue
---	------	-------

#	Date
1	1/1/2000

Project Title

BLOCK 3801

Project Description

NEW 3 STORY MIXED USE BUILDING WITH
8 RESIDENTIAL UNITS AND RETAIL SPACE

Applicant

STARFIELD

Project Number: 24-1661

Drawn by : AKK, IG

Checked by : FJM, AC

Scale : As Note

Sheet Title

MATERIAL BOARD

Sheet Number

A-

Packet Pg. 28

Attachment: Binder2 (2025-32 : Block 3801, Lot 1.02 (320 Asbury Avenue) Redevelopment Presentation)

④ MATERIAL BOARD (ASBURY AVENUE ELEVATION)



Frank J. Minervini, AIA
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NY license # 03 0297 63

Anthony C. Vandermark, Jr. AIA
NJ license # 17698
NY license # 32710-1

Adrian Melia, AIA
NJ license # 18738

Ciaran Kelly, AIA
NJ license # 18866

A-10

COOKMAN AVENUE

PROPOSED TOWNHOMES AND CONDOMINIUMS
BLOCK 3801, LOT 1.02
ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY



ASBURY AVENUE ILLUSTRATIVE PERSPECTIVE

PROJECT UNIT MIX:

TOTAL PROJECT

TOWNHOMES:	09	15%
CONDO BUILDING:	50	85%

TOTAL: 59 UNITS

TOWNHOMES

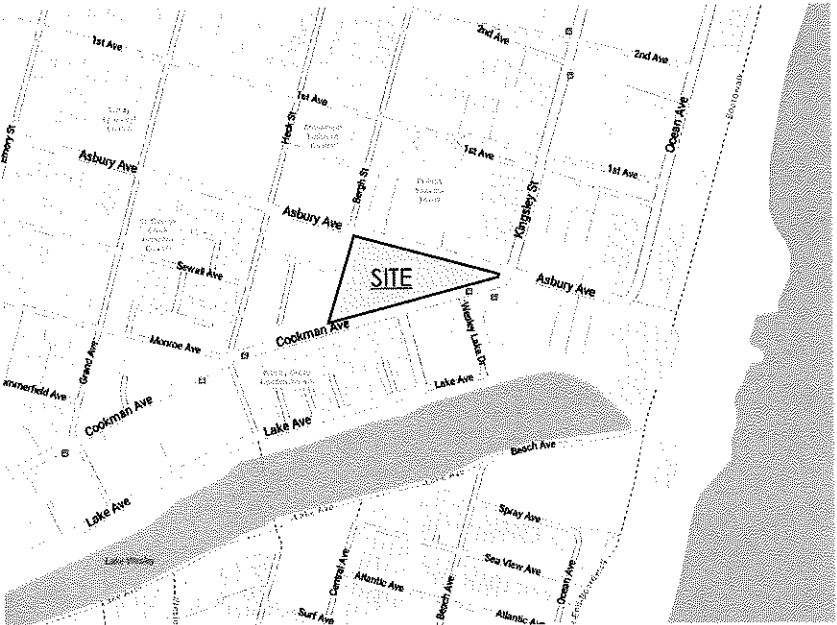
3 BEDROOM:	09	100%
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TOTAL: 09

CONDO BUILDING

1 BEDROOM:	22	44%
2 BEDROOM:	28	56%

TOTAL: 50 UNITS



LOCATION MAP
NTS

PROJECT DATA

BLOCK / LOT:	BLOCK 3801, LOT 1.02
ZONING DISTRICT:	ASBURY PARK WATERFRONT REDEVELOPMENT PLAN
LOT AREA:	83,866 SF (1.93 ACRES)
BUILDING HEIGHT:	4 & 5 STORIES
BUILDING FOOTPRINT:	28,211 SF
DWELLING UNITS:	59 DU
GARAGE PARKING:	70 SPACES

SHEET INDEX

C-01	COVER SHEET
A-01	ARCHITECTURAL SITE PLAN
A-02	TOWNHOME BUILDING PLANS
A-03	TOWNHOME BUILDING ELEVATIONS
A-04	TOWNHOME BUILDING ELEVATIONS
A-05	TOWNHOME ILLUSTRATIVE PERSPECTIVE
A-06	CONDOMINIUM BUILDING PLANS
A-07	CONDOMINIUM BUILDING ELEVATIONS
A-08	CONDOMINIUM BUILDING ELEVATIONS
A-09	CONDOMINIUM BUILDING ILLUSTRATIVE PERSPECTIVE
A-10	LIGHT FIXTURES
A-11	GREEN INITIATIVES

PLANNING BD. APPROVAL

PRELIMINARY AND FINAL SITE PLAN APPROVAL IS
HEREBY GRANTED TO THIS SITE PLAN BY THE
PLANNING BOARD OF THE CITY OF ASBURY PARK,
NEW JERSEY, THIS __ DAY OF _____ 2025.

Board Chairperson

Board Secretary

Board Engineer

PREPARED BY:
MINNO & WASKO
ARCHITECTS AND PLANNERS
40 LAUREL LANE, SUITE 100, LAMINGTON, NEW JERSEY 08533 MINNOWASKO.COM
TWO GATEWAY CENTER, SUITE 1700, NEWARK, NEW JERSEY 07102



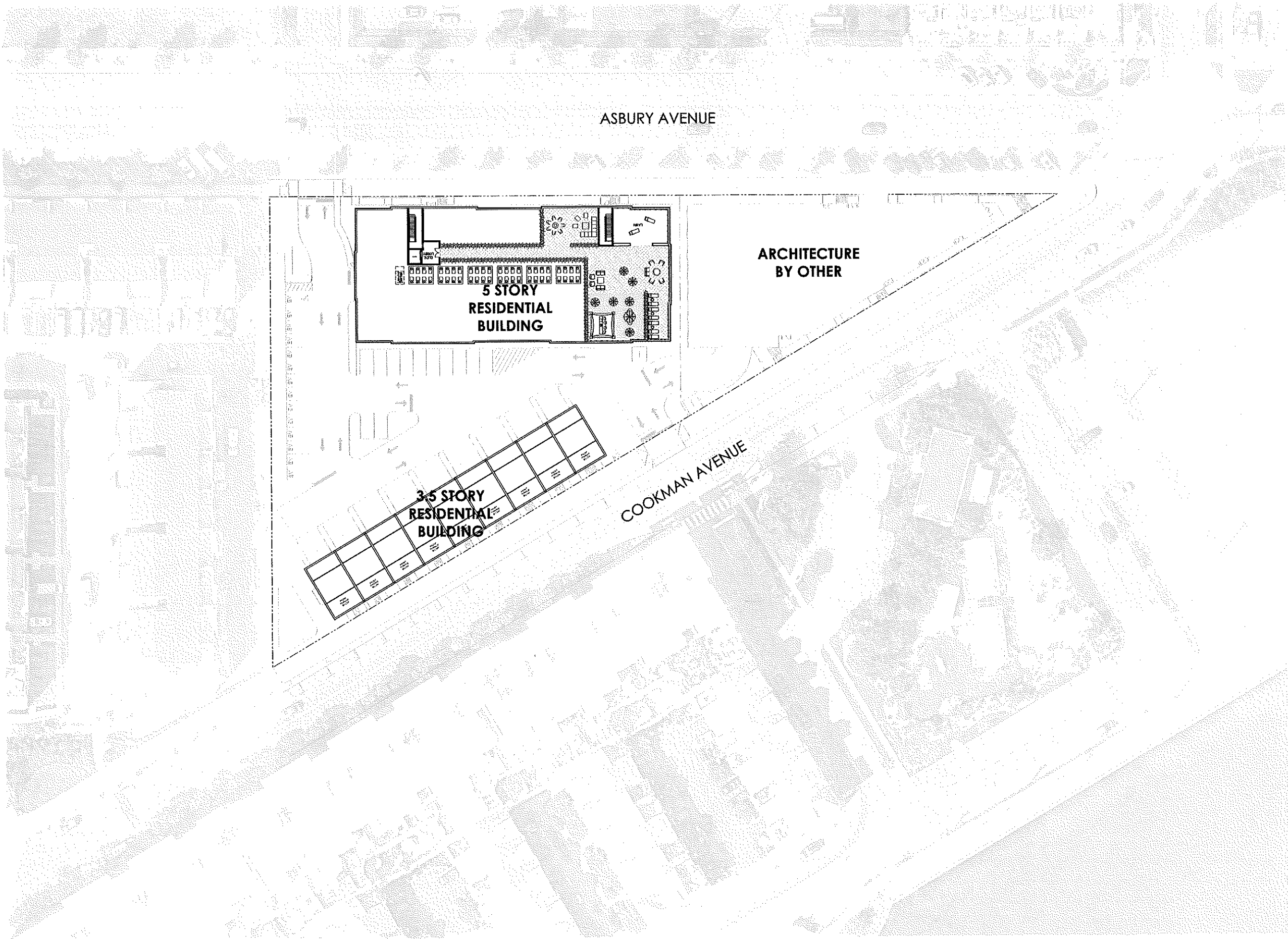
COOKMAN AVENUE
ASBURY PARK, MONMOUTH COUNTY, NJ
BLOCK 3801, LOT 1.02

PREPARED FOR:
AP TRIANGLE, LLC
C/O ASBURY PARTNERS, LLC
1089 OCEAN AVENUE, 3RD FLOOR
ASBURY PARK, NJ 07712

ISSUE:	FOR:
DATE:	
08-30-2024	T.R.C. SUBMISSION
12-04-2024	COUNCIL SUBMISSION
01-13-2025	COUNCIL SUBMISSION

C-01

COVER SHEET



01 ARCHITECTURAL SITE PLAN
SCALE: 1" = 30'-0"
0 30' 60'

PREPARED BY:
MINNO ■ WASKO
ARCHITECTS AND PLANNERS
80 TAYLOR LANE, SUITE 100, LANCASTERVILLE, NEW JERSEY 08530
TWO GATEWAY CENTER, SUITE 1700, NEWARK, NEW JERSEY 07102

COOKMAN AVENUE
ASBURY PARK, MONMOUTH COUNTY, NJ
BLOCK 3801, LOT 1.02
PREPARED FOR:
AP TRIANGLE, LLC
C/O ASBURY PARTNERS, LLC
1089 OCEAN AVENUE, 3RD FLOOR
ASBURY PARK, NJ 07712

ISSUE:	
DATE:	FOR:
08-30-2024	T.R.C. SUBMISSION
12-06-2024	COUNCIL SUBMISSION
01-13-2025	COUNCIL SUBMISSION

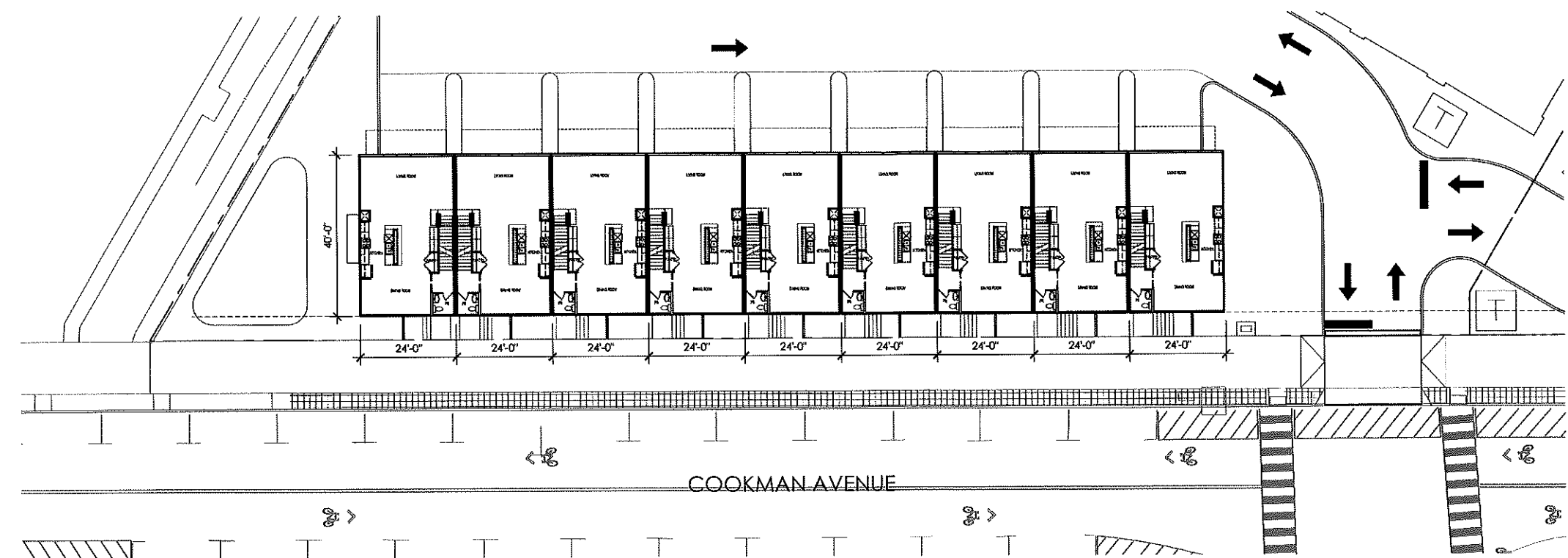
PARKING CALCULATIONS:

TOTAL PROPOSED GARAGE PARKING: 18 SPACES TOTAL

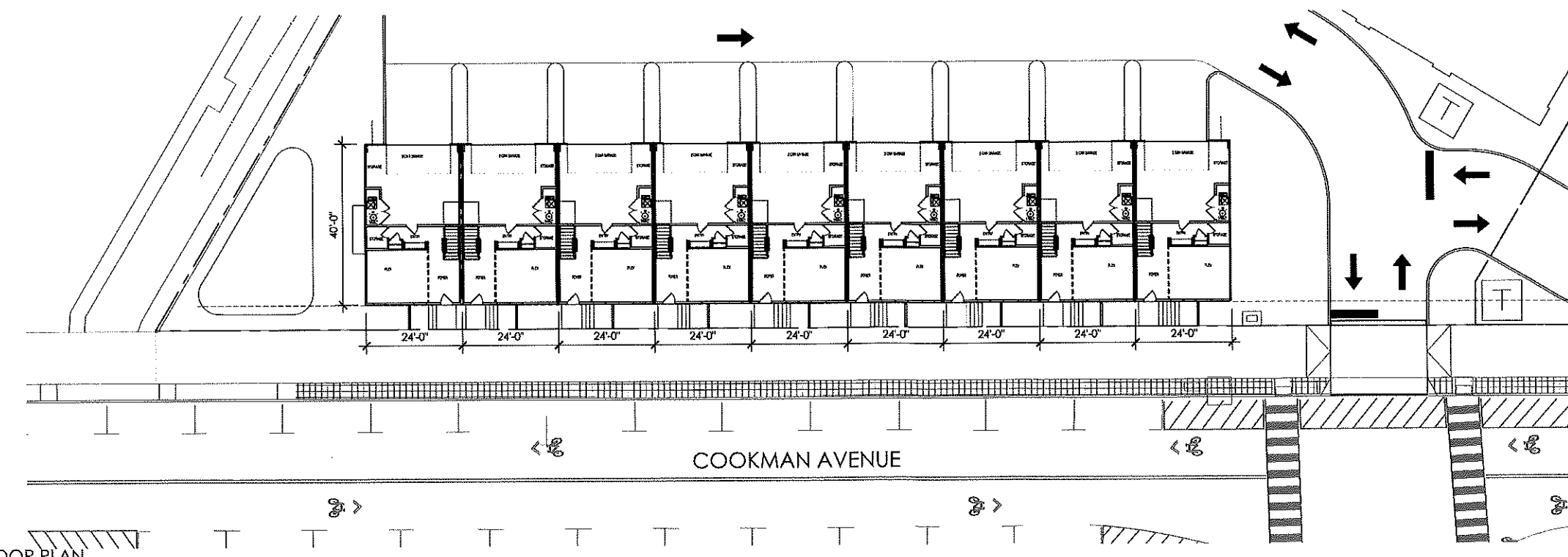
REFER TO CIVIL DRAWINGS/ TRAFFIC ANALYSIS FOR TOTAL PROPOSED PARKING/ SHARED PARKING ANALYSIS

SITE NOTES:

- 1. REFER TO CIVIL DRAWINGS FOR ALL UNDERGROUND UTILITY LOCATIONS, SIZES AND DETAILING.
- 2. REFER TO CIVIL DRAWINGS FOR ALL STORM WATER RUNOFF AND RETENTION INFORMATION.
- 3. REFER TO LANDSCAPE ARCHITECTS DRAWINGS FOR SITE DETAILS, CONDITIONS, AND LANDSCAPING DETAILS.



02 SECOND FLOOR PLAN
SCALE: 1/16" = 1'-0"
0 8' 16' 32'

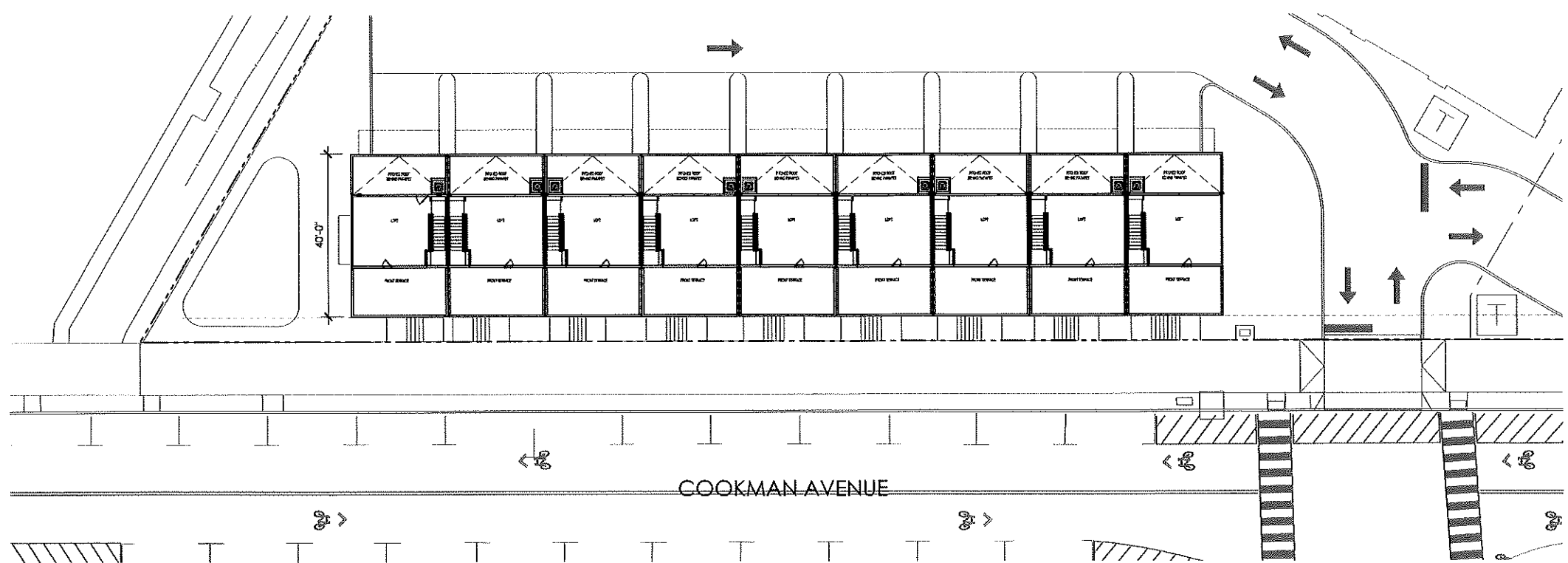


01 GROUND FLOOR PLAN
SCALE: 1/16" = 1'-0"
0 8' 16' 32'

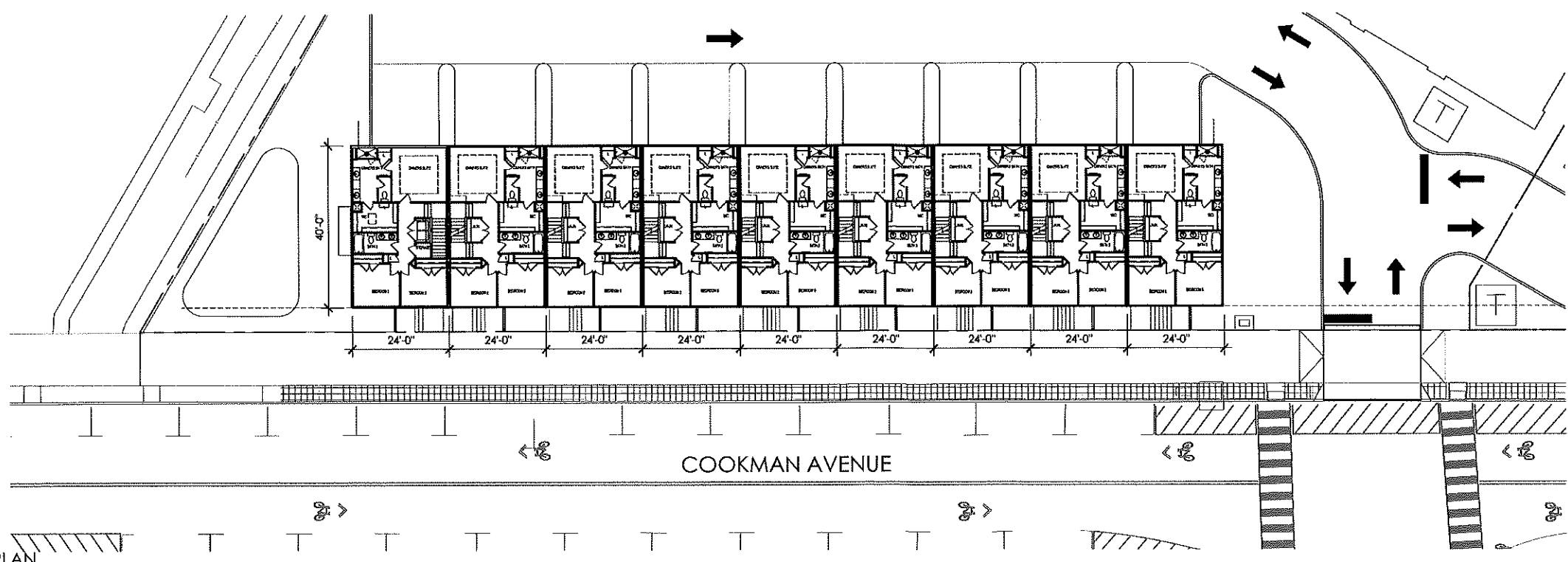
PREPARED BY:
MINNO ■ WASKO
ARCHITECTS AND PLANNERS
80 LAMBERT LANE, SUITE 100, LAMBERTVILLE, NEW JERSEY 08530
TWO GATEWAY CENTERS, SUITE 100, NEWARK, NEW JERSEY 07102

COOKMAN AVENUE
ASBURY PARK, MONMOUTH COUNTY, NJ
BLOCK 3801, LOT 1.02
PREPARED FOR:
AP TRIANGLE, LLC
C/O ASBURY PARTNERS, LLC
1089 OCEAN AVENUE, 3RD FLOOR
ASBURY PARK, NJ 07712

ISSUE:	FOR:
DATE:	
08-30-2024	T.R.C. SUBMISSION
12-04-2024	COUNCIL SUBMISSION
01-13-2025	COUNCIL SUBMISSION



02 LOFT FLOOR PLAN
SCALE: 1/16" = 1'-0"
0 8' 16' 32'



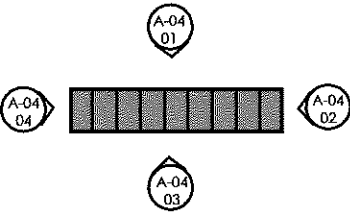
01 THIRD FLOOR PLAN
SCALE: 1/16" = 1'-0"
0 8' 16' 32'

PREPARED BY:
MINNO ■ WASKO
ARCHITECTS AND PLANNERS
80 LAUREL LANE, SUITE 100, LAMARVILLE, NEW JERSEY 08050 MINNOWASKO.COM
TWO GATEWAY CENTER, SUITE 1100, NEWARK, NEW JERSEY 07102

COOKMAN AVENUE
ASBURY PARK, MONMOUTH COUNTY, NJ
BLOCK 3801, LOT 1.02
PREPARED FOR:
AP TRIANGLE, LLC
C/O ASBURY PARTNERS, LLC
1089 OCEAN AVENUE, 3RD FLOOR
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01-13-2025	COUNCIL SUBMISSION

KEY PLAN:



MATERIALS KEY:

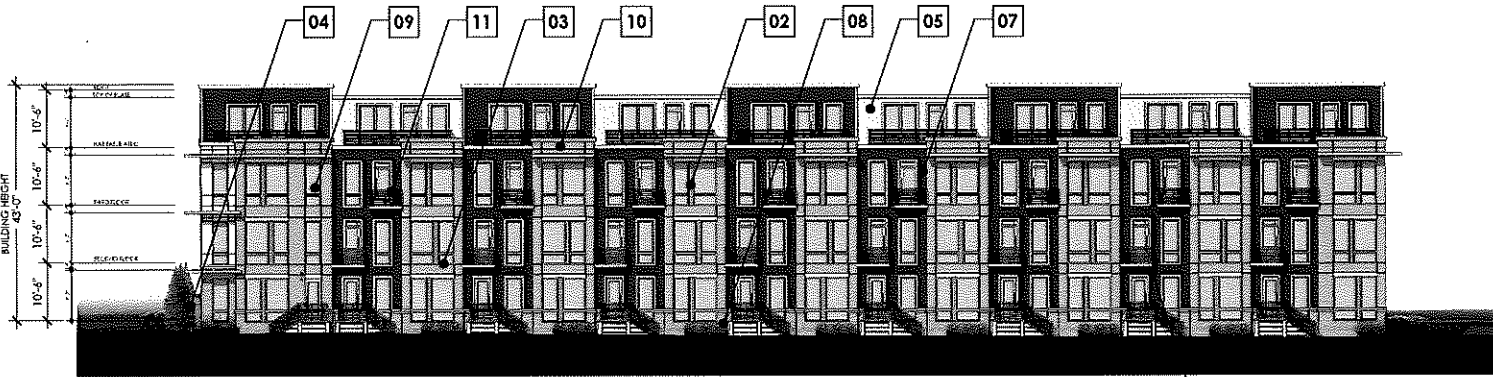
- 01 FIBER CEMENT PANEL 01
- 02 FIBER CEMENT PANEL 02 (WOOD LOOK)
- 03 FIBER CEMENT PANEL 03
- 04 FIBER CEMENT PANEL 04
- 05 FIBER CEMENT LAP SIDING 01
- 06 FIBER CEMENT LAP SIDING 02
- 07 FIBER CEMENT LAP SIDING 03
- 08 MASONRY VENEER 01
- 09 ARCHITECTURAL VINYL WINDOWS
- 10 ARCHITECTURAL CANOPY
- 11 ARCHITECTURAL METAL RAILING
- 12 ARCHITECTURAL GARAGE DOOR

NOTES:

PRODUCTS AND MANUFACTURERS LISTED ARE SUBJECT TO CHANGE AND/OR SUBSTITUTED WITH EQUIVALENT AND COMPATIBLE OPTIONS.

LANDSCAPE BY OTHERS AND SHOWN FOR ILLUSTRATIVE PURPOSES ONLY.

SIGNAGE SHOWN FOR ZONING COMPLIANCE AND APPROVAL ONLY. TEXT MAY CHANGE BASED ON FINAL BRANDING OF THE BUILDING.

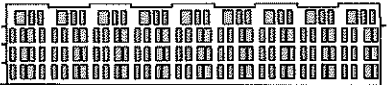


03 COOKMAN AVENUE BUILDING ELEVATION

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

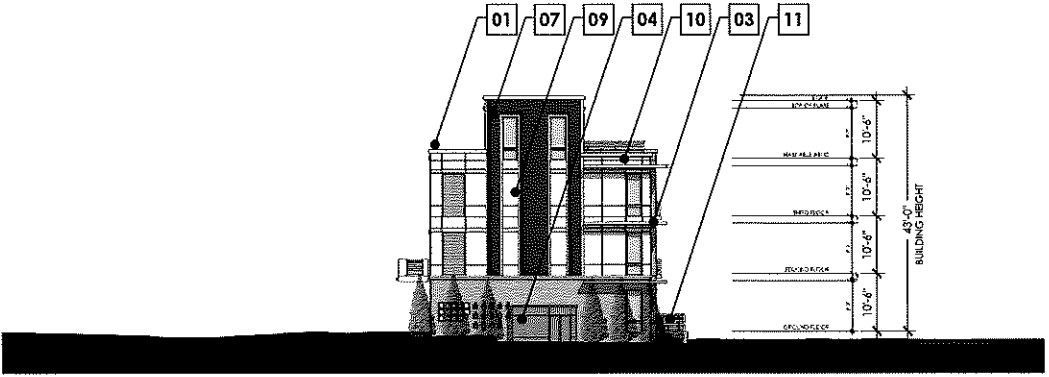
0 8' 16' 32'

VOID TO SOLID
TOTAL SF: 9,934 SF
VOID SF: 3,744 SF
SOLID SF: 6,190 SF
38% VOID (MAX 45%)
38% FENESTRATION (MIN 20%)



COOKMAN AVENUE FRONTAGE VOID TO SOLID DIAGRAM
NTS

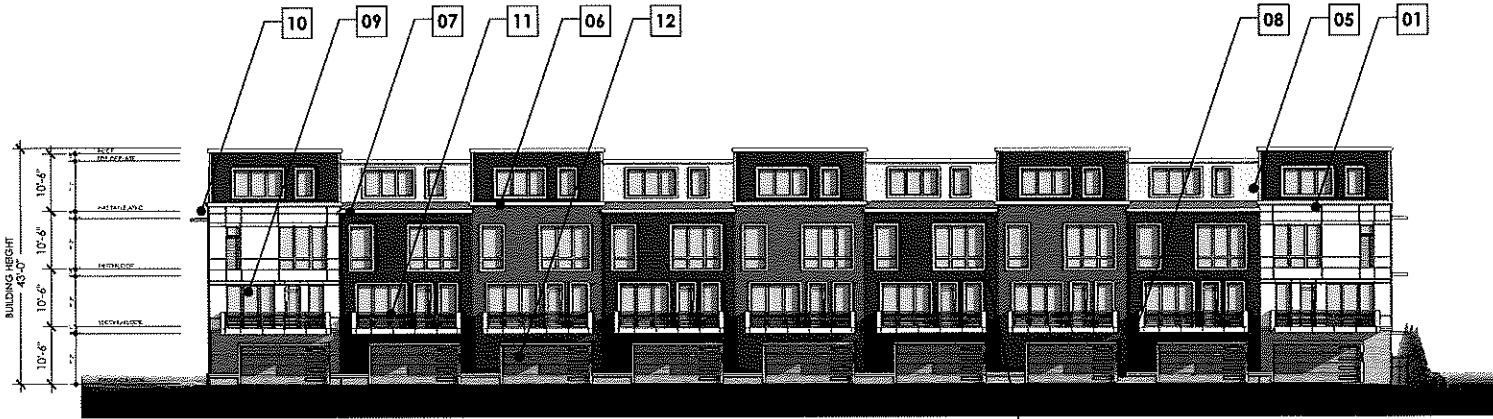
DECORATIVE LIGHT 1 (TYP)
SEE PAGE A-10



04 WEST SIDE BUILDING ELEVATION

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

0 8' 16' 32'

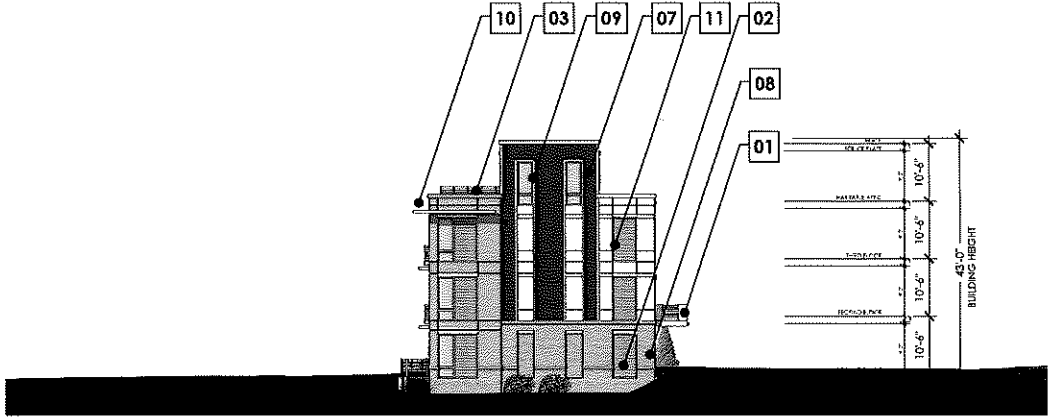


01 REAR BUILDING ELEVATION

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

0 8' 16' 32'

DECORATIVE LIGHT 1 (TYP)
SEE PAGE A-10



02 EAST SIDE BUILDING ELEVATION

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

0 8' 16' 32'

PREPARED BY:
MINNO ■ WASKO
ARCHITECTS AND PLANNERS
80 LAUREL LANE, SUITE 102, LAMBERTVILLE, NEW JERSEY 08530 MINNOWASKO.COM
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COOKMAN AVENUE

ASBURY PARK, MONMOUTH COUNTY, NJ
BLOCK 3801, LOT 1.02

PREPARED FOR:
AP TRIANGLE, LLC
C/O ASBURY PARTNERS, LLC
1089 OCEAN AVENUE, 3RD FLOOR
ASBURY PARK, NJ 07712

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A-04

TH BUILDING ELEVATIONS

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01 TOWNHOME ILLUSTRATIVE PERSPECTIVE (COOKMAN AVENUE)

PREPARED BY:
MINNO ■ WASKO
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40 LANBERT LANE, SUITE 103, LANBERTVILLE, NEW JERSEY 08530
TWO GATEWAY CENTER, SUITE 1700, NEWARK, NEW JERSEY 07102

COOKMAN AVENUE
ASBURY PARK, MONMOUTH COUNTY, NJ
BLOCK 3801, LOT 1.02
PREPARED FOR:
AP TRIANGLE, LLC
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1089 OCEAN AVENUE, 3RD FLOOR
ASBURY PARK, NJ 07712

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01-13-2025	COUNCIL SUBMISSION

UNIT MIX:

MARKET	
1 BEDROOM:	22
2 BEDROOM:	28
	50 UNITS

PARKING CALCULATIONS:

TOTAL PROPOSED GARAGE PARKING: 52 SPACES TOTAL

REFER TO CIVIL DRAWINGS/ TRAFFIC ANALYSIS FOR TOTAL PROPOSED PARKING/ SHARED PARKING ANALYSIS

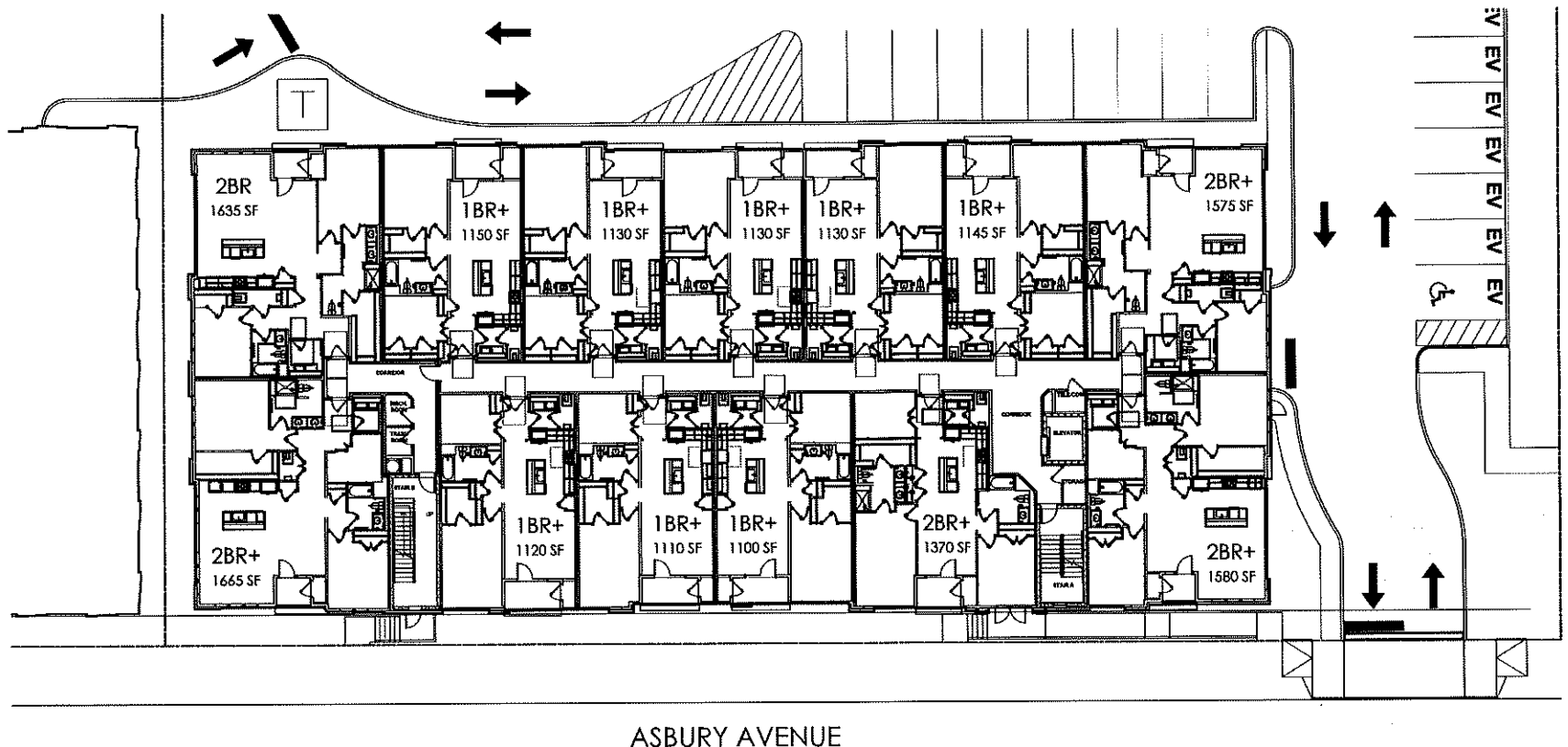
SITE NOTES:

1. REFER TO CIVIL DRAWINGS FOR ALL UNDERGROUND UTILITY LOCATIONS, SIZES AND DETAILING.
2. REFER TO CIVIL DRAWINGS FOR ALL STORM WATER RUNOFF AND RETENTION INFORMATION.
3. REFER TO LANDSCAPE ARCHITECTS DRAWINGS FOR SITE DETAILS, CONDITIONS, AND LANDSCAPING DETAILS.

REFUSE/RECYCLING:

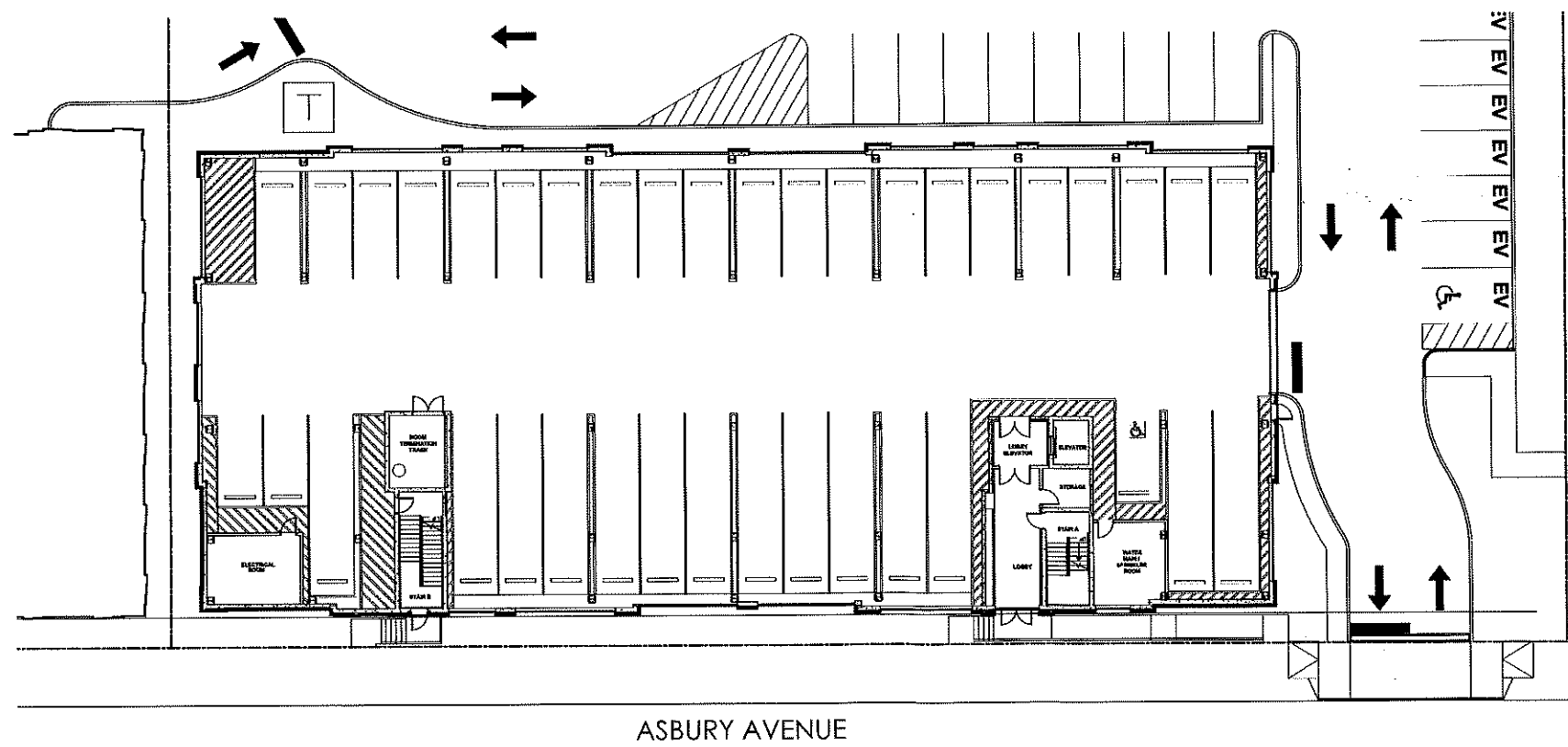
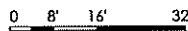
COMPACTOR IS HYDRAULICALLY OPERATED EXTRUDER-TYPE UNIT. SOLID WASTE WILL BE DELIVERED TO UNIT VIA MULTI-STORY TRASH CHUTE WITH OPENINGS ON EACH RESIDENTIAL FLOOR. COMPACTED REFUSE WILL BE EXTRUDED INTO CONTINUOUS PLASTIC TUBING OR INDIVIDUAL PLASTIC BAGS, WHICH WILL BE STORED IN TRASH COMPACTOR ROOM UNTIL PRIVATE HAULER PICKUP. AT PICKUP TIMES, BUILDING MANAGEMENT WILL WHEEL CONTAINERS TO LOADING AREA FOR PICKUP BY PRIVATE HAULER. YARD STORAGE CONTAINERS WILL BE PROVIDED.

RECYCLING BINS WILL BE LOCATED ON EACH FLOOR AND WILL BE COLLECTED BY BUILDING MANAGEMENT AND STORED IN REFUSE/RECYCLING TERMINATION ROOM UNTIL PRIVATE HAULER PICKUP. AT PICKUP TIMES, BUILDING MANAGEMENT WILL WHEEL CONTAINERS TO LOADING AREA FOR PICKUP BY PRIVATE HAULER. YARD STORAGE CONTAINERS WILL BE PROVIDED.



02 SECOND - THIRD FLOOR PLAN

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



01 GROUND FLOOR PLAN

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



PREPARED BY:
MINNO WASKO
ARCHITECTS AND PLANNERS
97 LAUREL LANE, SUITE 105, LAUREL HILLS, NEW JERSEY 08530 MINNOWASKO.COM
TWO GATEWAY CENTER, SUITE 1700, NEWARK, NEW JERSEY 07102

COOKMAN AVENUE

ASBURY PARK, MONMOUTH COUNTY, NJ
BLOCK 3801, LOT 1.02

PREPARED FOR:
AP TRIANGLE, LLC
C/O ASBURY PARTNERS, LLC
1089 OCEAN AVENUE, 3RD FLOOR
ASBURY PARK, NJ 07712

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01-13-2025	COUNCIL SUBMISSION

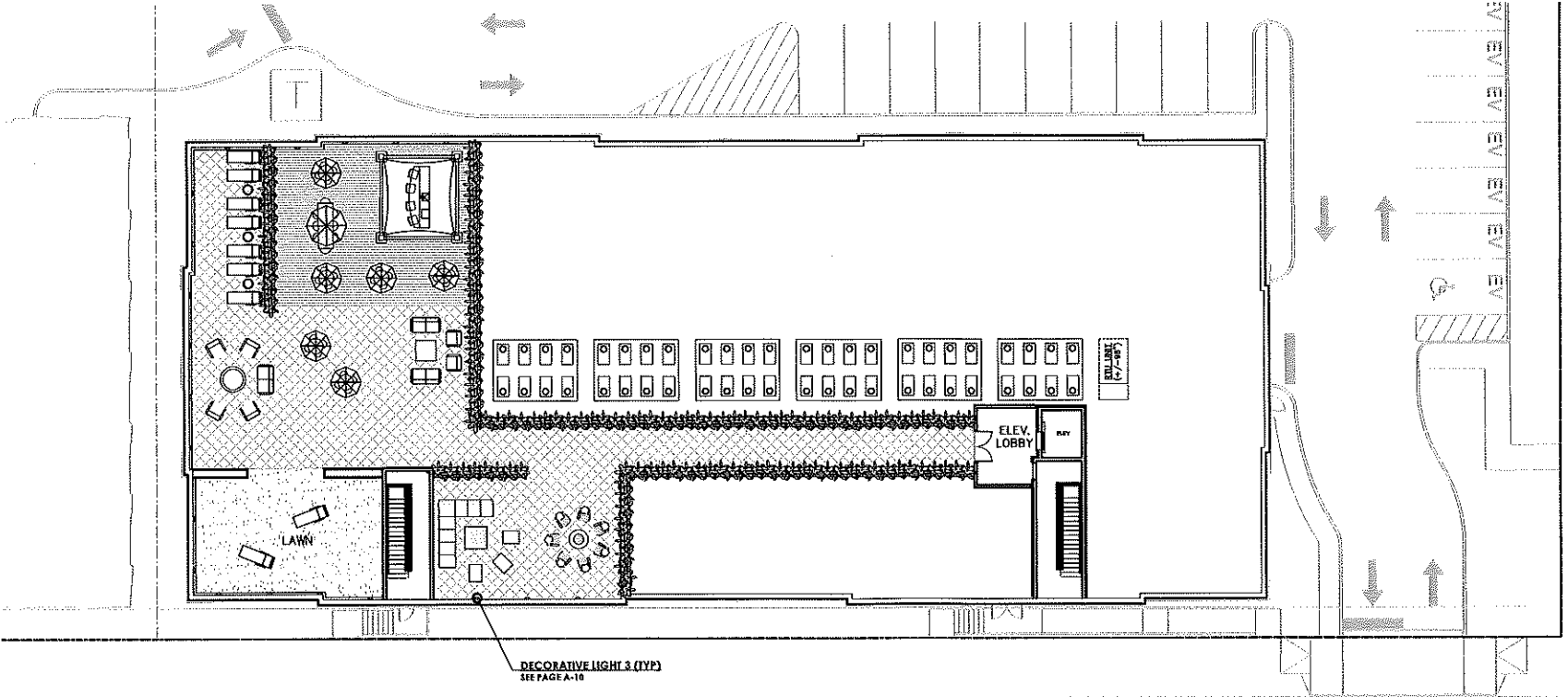


A-06

CONDO BUILDING PLANS

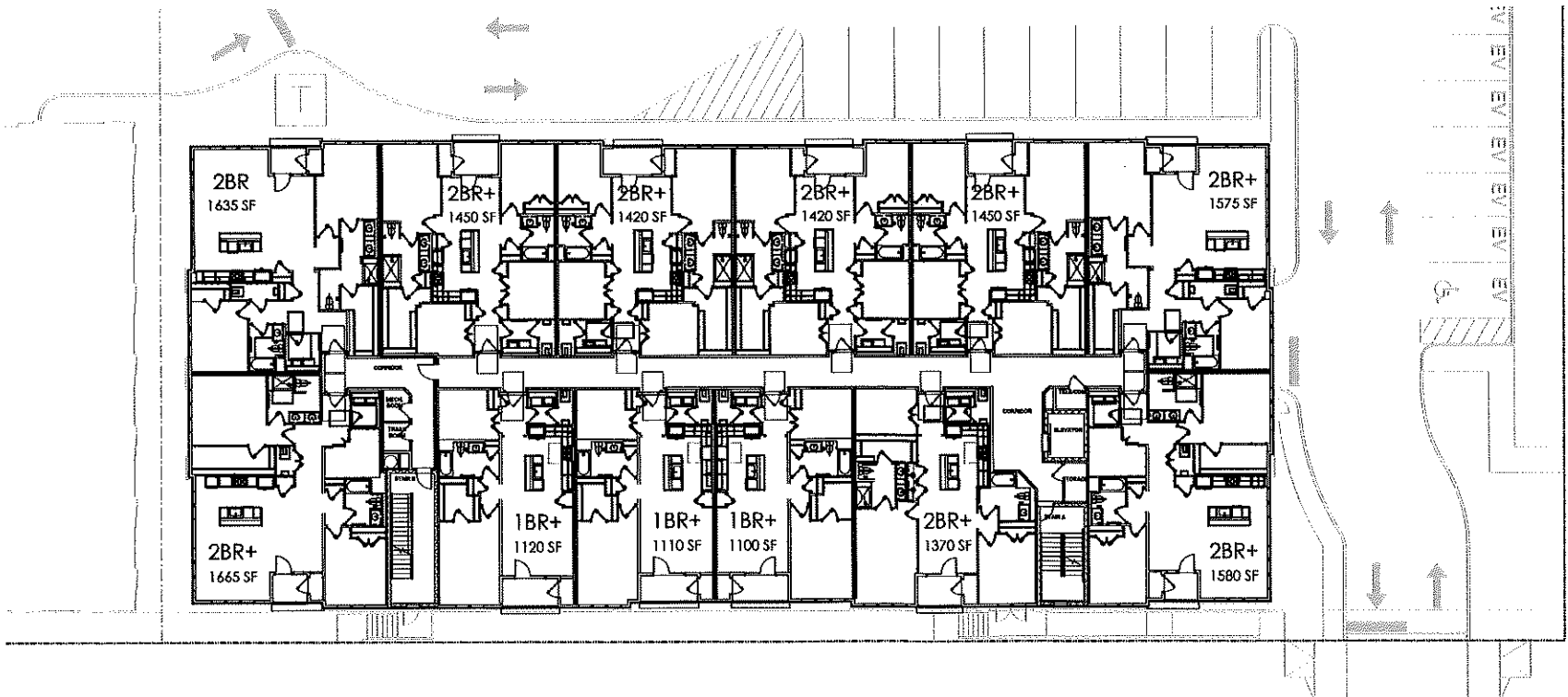
Packet Pg. 36

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ASBURY AVENUE

02 ROOF PLAN
SCALE: 1/16" = 1'-0"
0 8' 16' 32'



ASBURY AVENUE

01 FOURTH - FIFTH FLOOR PLAN
SCALE: 1/16" = 1'-0"
0 8' 16' 32'

PREPARED BY:
MINNO & WASKO
ARCHITECTS AND PLANNERS
80 LAURET LANE, SUITE 101, LAMBERTVILLE, NEW JERSEY 08530 MINNOWASKO.COM
TWO GATEWAY CENTER, SUITE 1200, NEWARK, NEW JERSEY 07102

COOKMAN AVENUE
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C/O ASBURY PARTNERS, LLC
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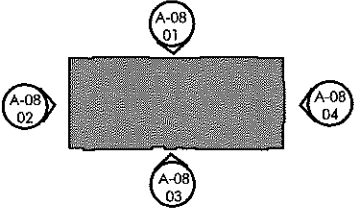


A-07

CONDO BUILDING PLANS

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KEY PLAN:



MATERIALS KEY:

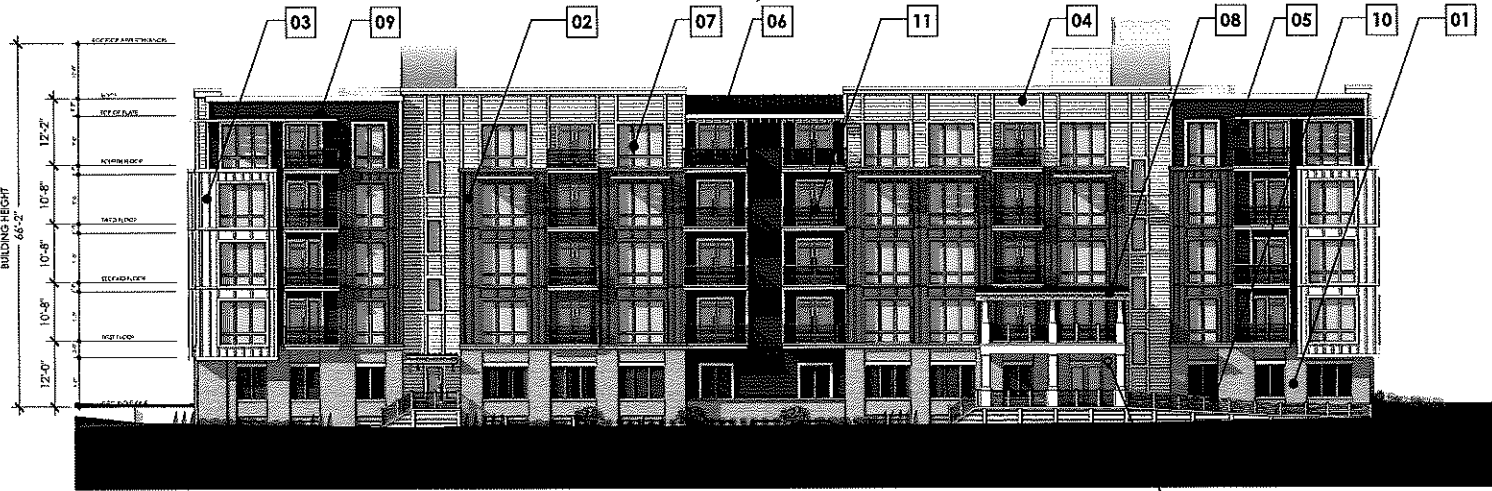
- 01 MASONRY VENEER 01
- 02 FIBER CEMENT BOARD AND BATTEN SIDING 01
- 03 FIBER CEMENT BOARD AND BATTEN SIDING 02
- 04 FIBER CEMENT SHINGLE SIDING 01
- 05 FIBER CEMENT LAP SIDING 01
- 06 STANDING SEAM ROOFING
- 07 ARCHITECTURAL VINYL WINDOWS
- 08 ARCHITECTURAL STANDING SEAM CANOPY
- 09 ARCHITECTURAL CANOPY
- 10 ARCHITECTURAL METAL RAILING
- 11 ARCHITECTURAL BALCONY
- 12 ARCHITECTURAL GARAGE DOOR

NOTES:

PRODUCTS AND MANUFACTURERS LISTED ARE SUBJECT TO CHANGE AND/OR SUBSTITUTED WITH EQUIVALENT AND COMPATIBLE OPTIONS.

LANDSCAPE BY OTHERS AND SHOWN FOR ILLUSTRATIVE PURPOSES ONLY.

SIGNAGE SHOWN FOR ZONING COMPLIANCE AND APPROVAL ONLY. TEXT MAY CHANGE BASED ON FINAL BRANDING OF THE BUILDING.



03 ASBURY AVENUE BUILDING ELEVATION

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

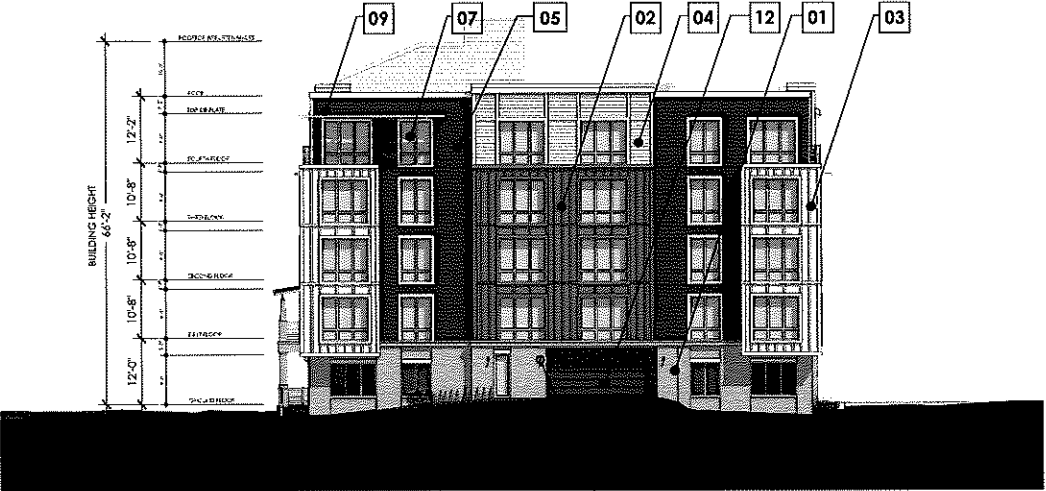
0 8' 16' 32'

VOID TO SOLID
TOTAL SF: 13,280 SF
VOID SF: 4,098 SF
SOLID SF: 9,182 SF
31% VOID (MAX 45%)
31% FENESTRATION (MIN 20%)



ASBURY AVENUE FRONTAGE VOID TO SOLID DIAGRAM
NTS

DECORATIVE LIGHT 1 (TYP)
SEE PAGE A-10

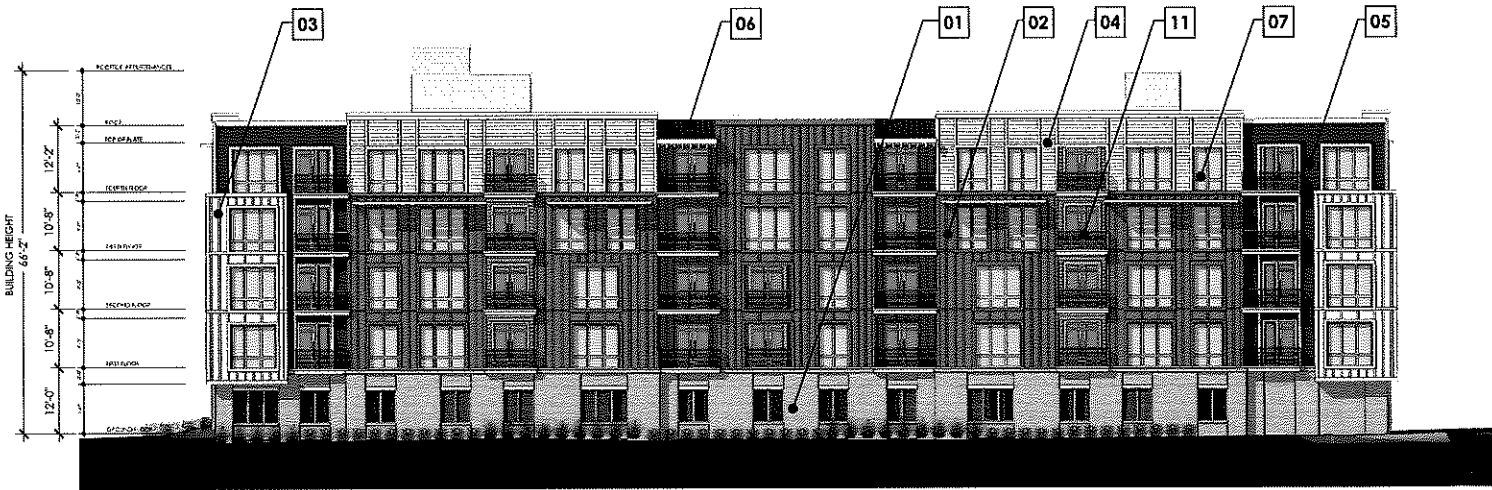


04 EAST SIDE BUILDING ELEVATION

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

0 8' 16' 32'

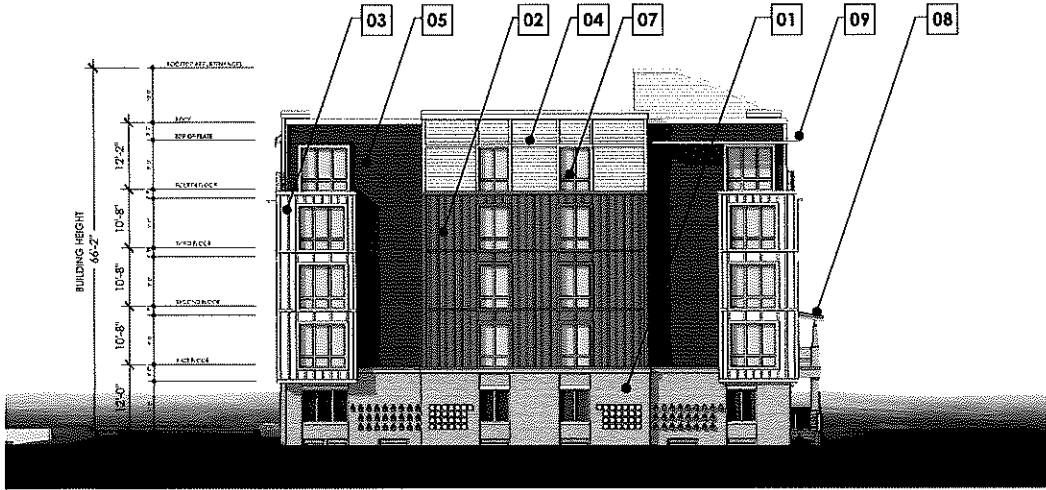
DECORATIVE LIGHT 1 (TYP)
SEE PAGE A-10



01 REAR BUILDING ELEVATION

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

0 8' 16' 32'



02 WEST SIDE BUILDING ELEVATION

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

0 8' 16' 32'

PREPARED BY:
MINNO ■ WASKO
ARCHITECTS AND PLANNERS
40 LAUREL LANE, SUITE 103, LAMBERTVILLE, NEW JERSEY 08530
TWO GATEWAY CENTER, SUITE 1700, NEWARK, NEW JERSEY 07102

COOKMAN AVENUE

ASBURY PARK, MONMOUTH COUNTY, NJ
BLOCK 3801, LOT 1.02

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1089 OCEAN AVENUE, 3RD FLOOR
ASBURY PARK, NJ 07712

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01-13-2025 COUNCIL SUBMISSION

A-08

CONDO BUILDING ELEVATIONS



01 CONDO BUILDING ILLUSTRATIVE PERSPECTIVE (ASBURY AVENUE)

PREPARED BY:
MINNO ■ WASKO
ARCHITECTS AND PLANNERS
40 LAUREL LANE, SUITE 100, LAMINGTONVILLE, NEW JERSEY 08530 MINNOWASKO.COM
TWO GATEWAY CENTER, SUITE 1100, NEWARK, NEW JERSEY 07102

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01-13-2025	COUNCIL SUBMISSION

OKKIO 55 W / OKKIO 55 W2

ORDER CODE

BASE CODE	A. POWER SUPPLY	B. KELVIN	C. BEAM
66406 OKKIO 55 W	B 48V DC power supply NOT included	E 3000K CR93	2 spot 15°
66410 OKKIO 55 W2	I 350/500 mA power supply NOT included	H 2700K CR93	4 flood 36°
	R listed 24V DC power supply NOT included	D 2200K CRF3 (350/500 mA)	5 wide flood 45°
	U listed 350 mA power supply NOT included	I 2200K CR80 (24/48V DC)	

Example: 66406 A B C D = 66406 8846

D. FINISHES

E white RAL 9003

A grey RAL 9006

F golden bronze

D ardvacite RAL 7024



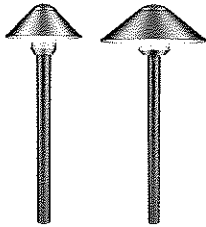
OKKIO 55 W

01

FRONT DOOR LIGHT DETAIL
-REFER TO SITE LIGHTING PLAN AND DETAIL FOR LOCATIONS
BLACK

aCount - aCOT

LUMASCAPE



NOTE: LIGHT CCT SET TO 2700

Product Overview

The aCount is a sleek arc luminaire available in 1 or 3 LED. An RGBW option is also available with ZDClink® Controllers.
NOTE: LIGHT CCT SET TO 2700K

Features

Total Lumens	166 lm
Power Consumption	2.2 W 4.4 W 4.5 W 7.2 W
Input Voltage	White: 10-15 Vac, 50/60 Hz ZDC: 11-15 Vac, 50/60 Hz
Installation Requirements	Downward Direction Only
Typical Lifetime	White: 72,000 hrs RGBW: 55,000 hrs
Weight	4.0 lb (1.8 kg)
Compliance	
Color Options	

Technology

02

DECORATIVE LANDSCAPE LIGHT DETAIL
-REFER TO SITE LIGHTING PLAN AND DETAIL FOR LOCATIONS
BLACK

AVAILABLE FINISHES:



Flue
WS-W36406

PRODUCT DESCRIPTION

Fundamental geometry. An opaque triangular shade shelters LED light sources, providing diffused downward illumination while protecting the nighttime sky.
FEATURES
• ACLED driverless technology
• Downward illumination
• Built in color temperature adjustability. Switch from 2700K/3000K/3500K/4000K
• Option to pre-select color temperature or adjust in the field
• 0-10V dimming option available (special order). Unit dimensions: 3.4" x 1.2" x 0.5" (model ID: WS-W36406-1-01)
• IES Dark Sky compliant in color temperatures of 3000K or lower

SPECIFICATIONS

Rated Life	54000 Hours
Standards	ETL, cETL, Wet Location Listed, IP65, ADA, Dark Sky Friendly
Input	120 VAC, 50/60Hz
Dimming	ELV: 100-5%, TRAC: 100-10%
Mounting	Can be mounted on wall vertically or upside down
Color Temp	4000K, 3000K, 3500K, 2700K
CRI	90
Construction	Aluminum body with silk screened diffuser

Model & Size

Color Temp	Finish	LED Watts	LED Lumens	Delivered Lumens
2700K	BR	12.1W	1000	320
3000K	BR	12.1W	1000	320
3500K	BR	12.1W	1000	320
4000K	BR	12.1W	1000	320

Example: WS-W36406-40-BK

For custom requests please contact customers@modernforms.com

ModernForms.com | Phone: (866) 818-6615 | Fax: (800) 576-2585
Central Distribution Center: 1600 Distribution Ct, Little Springs, GA 30122
Western Distribution Center: 1750 Archibald Avenue, Ontario, CA 91764

MODERN FORMS

03

ROOFTOP DECK LIGHT DETAIL
-REFER TO SITE LIGHTING PLAN AND DETAIL FOR LOCATIONS
BLACK

PREPARED BY:

MINNO ■ WASKO

ARCHITECTS AND PLANNERS

10 LANARK LANE, SUITE 105, LANARKVILLE, NEW JERSEY 08530 MINNOWASKO.COM
TWO GARDEN CENTER, 105E 1700, NEWARK, NEW JERSEY 07102

COOKMAN AVENUE

ASBURY PARK, MONMOUTH COUNTY, NJ
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LEED v4 for Building Design and Construction: Homes and Multifamily Lowrise
Project Checklist

Project Name: Asbury Park - Block 4205 Lots 2 & 3
Date: 7-Jul

2	?	N	Credit	Integrative Process	2	
13	0	18	Location and Transportation			15
Y			Prereq	Floodplain Avoidance	Required	
PERFORMANCE PATH						
		15	Credit	LEED for Neighborhood Development Location	15	
PRESCRIPTIVE PATH						
8			Credit	Site Selection	8	
1		2	Credit	Compact Development	3	
3			Credit	Community Resources	2	
1		1	Credit	Access to Transit	2	
4	0	3	Sustainable Sites			7
Y			Prereq	Construction Activity Pollution Prevention	Required	
Y			Prereq	No Invasive Plants	Required	
2			Credit	Heat Island Reduction	2	
		3	Credit	Rainwater Management	3	
2			Credit	Non-Toxic Pest Control	2	
5	3	14	Water Efficiency			12
Y			Prereq	Water Metering	Required	
PERFORMANCE PATH						
		12	Credit	Total Water Use	12	
PRESCRIPTIVE PATH						
3	3		Credit	Indoor Water Use	6	
2		2	Credit	Outdoor Water Use	4	
14	15	37	Energy and Atmosphere			38
Y			Prereq	Minimum Energy Performance	Required	
Y			Prereq	Energy Metering	Required	
Y			Prereq	Education of the Homeowner, Tenant or Building Manager	Required	
PERFORMANCE PATH						
14	15		Credit	Annual Energy Use	29	
BOTH PATHS						
		5	Credit	Efficient Hot Water Distribution System	5	
		2	Credit	Advanced Utility Tracking	2	
		1	Credit	Active Solar Ready Design	1	
		1	Credit	HVAC Start-Up Credentialing	1	
PRESCRIPTIVE PATH						
Y			Prereq	Home Size	Required	
		3	Credit	Building Orientation for Passive Solar	3	
		2	Credit	Air Infiltration	2	
		2	Credit	Envelope Insulation	2	
		3	Credit	Windows	3	
		4	Credit	Space Heating & Cooling Equipment	4	

EA PRESCRIPTIVE PATH (continued)						
		3	Credit	Heating & Cooling Distribution Systems		3
		3	Credit	Efficient Domestic Hot Water Equipment		3
		2	Credit	Lighting		2
		2	Credit	High Efficiency Appliances		2
		4	Credit	Renewable Energy		4
7	0	3	Materials and Resources			10
Y			Prereq	Certified Tropical Wood	Required	
Y			Prereq	Durability Management	Required	
1			Credit	Durability Management Verification		1
4			Credit	Environmentally Preferable Products		4
		3	Credit	Construction Waste Management		3
2			Credit	Material Efficient Framing		2
6	0	10	Indoor Environmental Quality			16
Y			Prereq	Ventilation	Required	
Y			Prereq	Combustion Venting	Required	
Y			Prereq	Garage Pollutant Protection	Required	
Y			Prereq	Radon-Resistant Construction	Required	
Y			Prereq	Air Filtering	Required	
Y			Prereq	Environmental Tobacco Smoke	Required	
Y			Prereq	Compartmentalization	Required	
		3	Credit	Enhanced Ventilation		3
1		1	Credit	Contaminant Control		2
1		2	Credit	Balancing of Heating and Cooling Distribution Systems		3
		1	Credit	Enhanced Compartmentalization		1
2			Credit	Enhanced Combustion Venting		2
		2	Credit	Enhanced Garage Pollutant Protection		2
2		1	Credit	Low Emitting Products		3
1	0	5	Innovation			6
Y			Prereq	Preliminary Rating	Required	
		5	Credit	Innovation		5
1			Credit	LEED AP Homes		1
0	0	4	Regional Priority			4
		1	Credit	Regional Priority: Specific Credit		1
		1	Credit	Regional Priority: Specific Credit		1
		1	Credit	Regional Priority: Specific Credit		1
		1	Credit	Regional Priority: Specific Credit		1
50	18	94	TOTALS			Possible Points: 110
Certified: 40 to 49 points, Silver: 50 to 59 points, Gold: 60 to 79 points, Platinum: 80 to 110						

NOTE: LEED Scorecard has been approved within the SDA. The LEED Scorecard may be revised, however a LEED Silver score will be obtained and updated scorecard will be provided at Building Permit. LEED Certification will not be sought.

PREPARED BY:
MINNO WASKO
ARCHITECTS AND PLANNERS
40 LAMBERT LANE, SUITE 105, LAMBERTVILLE, NEW JERSEY 08530
TWO GATEWAY CENTER, SUITE 1302, NEWARK, NEW JERSEY 07102
APPROXWASKO.COM

COOKMAN AVENUE
ASBURY PARK, MONMOUTH COUNTY, NJ
BLOCK 3801, LOT 1.02
PREPARED FOR:
AP TRIANGLE, LLC
C/O ASBURY PARTNERS, LLC
1089 OCEAN AVENUE, 3RD FLOOR
ASBURY PARK, NJ 07712
ISSUE: _____
DATE: _____ FOR: _____
08-30-2024 T.R.C. SUBMISSION
12-06-2024 COUNCIL SUBMISSION
01-13-2025 COUNCIL SUBMISSION

A-11

GREEN INITIATIVES

Packet Pg. 41

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SHEET INDEX	
SHEET NUMBER	SHEET TITLE
1	COVER SHEET
2	SITE AND LAYOUT PLAN
3	GRADING, DRAINAGE, AND UTILITY PLAN
4	LANDSCAPING PLAN
5	LIGHTING PLAN
6	LOGISTICS PLAN

RECEIVED: JAMES H. HUBBARD, JR. CITY OF ASBURY PARK, 3801 1ST AVE. 1ST WAS SENT RECORDED BY MICHAEL O'NEILL, CTA - CITY OF ASBURY PARK, DATED JULY 3, 2024

CITY OF ASHBURN
MONMOUTH COUNTY,

3306

3801
LOT 1.01

5' WIDE PUBLIC RIGHT OF WAY

3801
LOT 1.05

3801
LOT 1.03

200'

3801
LOT 1.02

TOTAL AREA = 1.948 ACRES
 = 84,767 SQUARE FEET

HECK ST

COOKMAN AVE

3207

ST JAMES PL

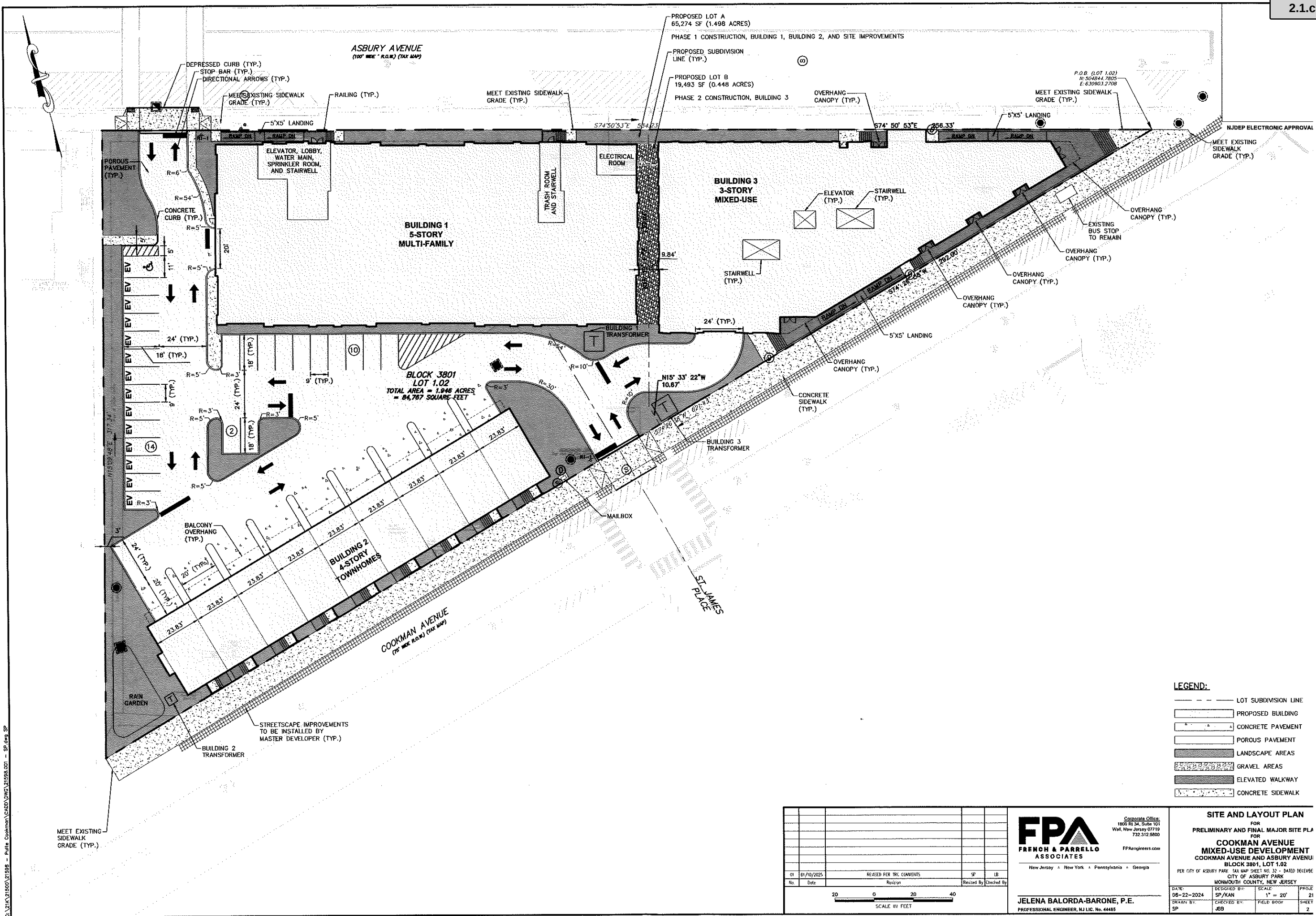
LAKE AVE

2411

KEY MAP
 SCALE: 1" = 100'
 (ENTIRE VICINITY IS IN THE WPRA)

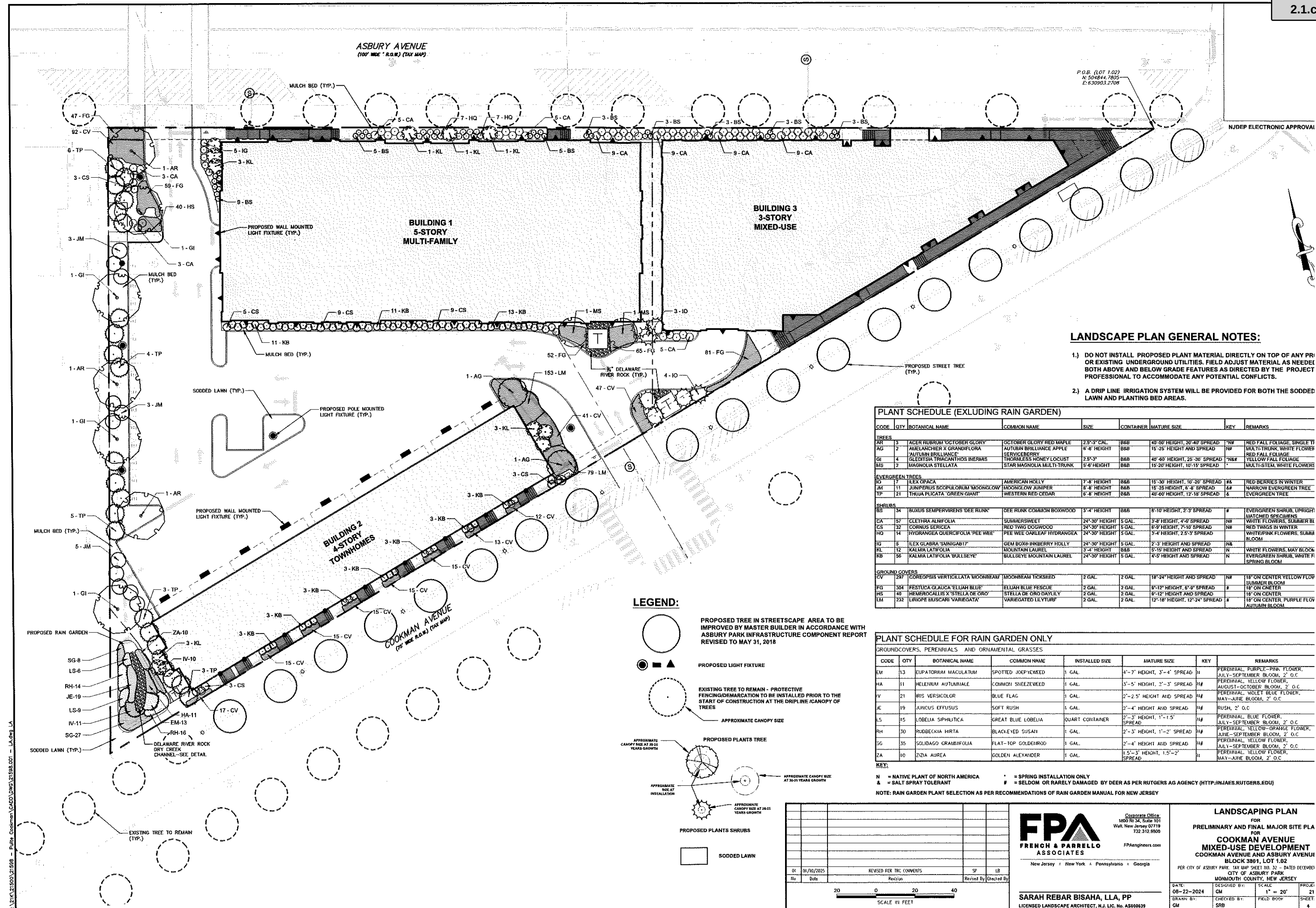
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PROFESSIONAL ENGINEER, N.J. LIC. No. 44465	3P	305		
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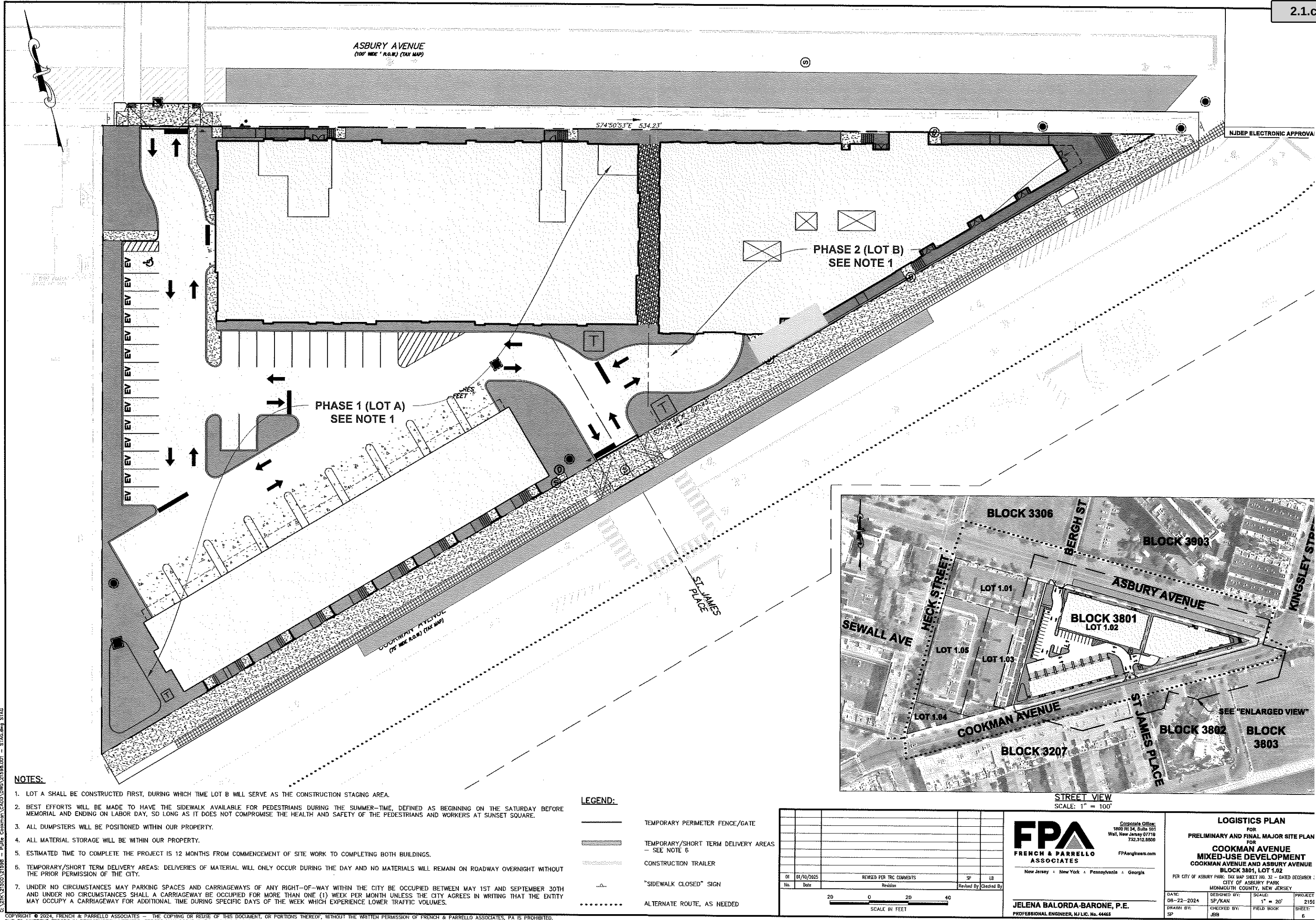


Attachment: Binder2 (2025-32 : Block 3801, Lot 1.02 (320 Asbury Avenue) Redevelopment Presentation)









- NOTES:**
1. LOT A SHALL BE CONSTRUCTED FIRST, DURING WHICH TIME LOT B WILL SERVE AS THE CONSTRUCTION STAGING AREA.
 2. BEST EFFORTS WILL BE MADE TO HAVE THE SIDEWALK AVAILABLE FOR PEDESTRIANS DURING THE SUMMER-TIME, DEFINED AS BEGINNING ON THE SATURDAY BEFORE MEMORIAL AND ENDING ON LABOR DAY, SO LONG AS IT DOES NOT COMPROMISE THE HEALTH AND SAFETY OF THE PEDESTRIANS AND WORKERS AT SUNSET SQUARE.
 3. ALL DUMPSTERS WILL BE POSITIONED WITHIN OUR PROPERTY.
 4. ALL MATERIAL STORAGE WILL BE WITHIN OUR PROPERTY.
 5. ESTIMATED TIME TO COMPLETE THE PROJECT IS 12 MONTHS FROM COMMENCEMENT OF SITE WORK TO COMPLETING BOTH BUILDINGS.
 6. TEMPORARY/SHORT TERM DELIVERY AREAS: DELIVERIES OF MATERIAL WILL ONLY OCCUR DURING THE DAY AND NO MATERIALS WILL REMAIN ON ROADWAY OVERNIGHT WITHOUT THE PRIOR PERMISSION OF THE CITY.
 7. UNDER NO CIRCUMSTANCES MAY PARKING SPACES AND CARRIAGEWAYS OF ANY RIGHT-OF-WAY WITHIN THE CITY BE OCCUPIED BETWEEN MAY 1ST AND SEPTEMBER 30TH AND UNDER NO CIRCUMSTANCES SHALL A CARRIAGEWAY BE OCCUPIED FOR MORE THAN ONE (1) WEEK PER MONTH UNLESS THE CITY AGREES IN WRITING THAT THE ENTITY MAY OCCUPY A CARRIAGEWAY FOR ADDITIONAL TIME DURING SPECIFIC DAYS OF THE WEEK WHICH EXPERIENCE LOWER TRAFFIC VOLUMES.

- LEGEND:**
- TEMPORARY PERIMETER FENCE/GATE
 - TEMPORARY/SHORT TERM DELIVERY AREAS
— SEE NOTE 6
 - CONSTRUCTION TRAILER
 - "SIDEWALK CLOSED" SIGN
 - ALTERNATE ROUTE, AS NEEDED

01 01/16/2025		REVISED PER TRC COMMENTS		SP	LS
No.	Date	Revision	Revised By	Checked By	
20 0 20 40					
SCALE IN FEET					

FPA
FRENCH & PARRELLO
ASSOCIATES

Corporate Office:
1800 Rte 24, Suite 101
Wall, New Jersey 07719
732.312.8800

FPA@fpaassociates.com

New Jersey • New York • Pennsylvania • Georgia

JELENA BALORDA-BARONE, P.E.
PROFESSIONAL ENGINEER, N.J. LIC. No. 44463

LOGISTICS PLAN FOR PRELIMINARY AND FINAL MAJOR SITE PLAN FOR COOKMAN AVENUE MIXED-USE DEVELOPMENT BLOCK 3801, LOT 1.02 PER CITY OF ASBURY PARK, TAX MAP SHEET NO. 32 - DATED DECEMBER 1, 2019 CITY OF ASBURY PARK MONMOUTH COUNTY, NEW JERSEY			
DATE: 08-22-2024	DESIGNED BY: SP/KAN	SCALE: 1" = 20'	PROJECT 2155
DRAWN BY: SP	CHECKED BY: JBB	FIELD BOOK: 6	SHEET: 6

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Minutes
Meeting of the Municipal Council
Wednesday, March 12, 2025
REGULAR MEETING

Executive Session - 4:00 p.m.

2025-123 Resolution Authorizing a Meeting Which Excludes the Public

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

Workshop Session - 6:00 p.m.

Call to Order/Roll Call

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

Deputy City Clerk Anthony Cucci called the meeting to order at 6:00 PM.

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

SPECIAL EVENT APPLICATIONS:

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

ITEMS TO BE PRESENTED:

Matters from City Council

Council member Ahbez-Anderson stated, good evening, I have an announcement from the office of Senator Vin Gopal, Assemblywoman Margie Donlon and Assemblywoman Luanne Peterpaul every Thursday; the last Thursday, of each month from now until December, they will have their mobile office at the senior center which is on Springwood. If you have not heard there is a new application for senior freeze, anchor, and stay in new jersey. It's one application, and you have until October 31st to complete it. Now if you have now received one, if you would like to pick one up you may go to the mobile office which is the 27th, the last Thursday of this month, between the hours of 9:30AM and 1:00PM and pick up the application. They will also assist you in completing that application. And I have also gotten permission from our mayor and council members that we will be offering as we did last year, workshops. And they will be here at the councilman's chambers and we will be offering workshops to help you with that application.

Council member Chapman had no matters at this time.

Council member Clayton had no matters at this time.

Deputy Mayor Quinn had no matters at this time.

Mayor Moor stated, just another thank you to Joey and Casey Pallado

Matters from City Attorney

City Attorney, Kevin Starkey stated, The only matter I have on tonight is the next item, the public hearing about the sewer connection.

Public Hearing

1. Proposed Sewer Connection Fee Increases

City Attorney, Kevin Starkey and Municipal Auditor, David Gannon conducted a public hearing regarding proposed sewer connection fee increases.

PUBLIC PARTICIPATION

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

The following members of the public spoke:

Edward Quigley made a comment about signs on anchoring umbrellas at the beach. Jacob Cohen, Bob Stevens, Mike Neil, Chayla Lopez, Seton, Laura Chapman, Tom DeSeno, Chris Aken, and Joseph Hannah made a comment about the Holy Spirit Church. Deena Cohen made a comment about a proclamation. Rachel Dawn Davis and Brian Thompson made a comment to propose an ordinance to reduce waste. Matthew Whelan made a comment about events that the Chamber of Commerce has coming up.

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

MINUTES

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

1. Municipal Council- Executive Meeting February 26, 2025 4:00 PM
2. Municipal Council - Regular Meeting - Feb 26, 2025 6:00 PM **Accepted**

CONSENT AGENDA RESOLUTIONS

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

- 2025-124 Resolution Approving Special Event Applications
- 2025-125 Resolution to Refund Overpaid Municipal Charges for Various Properties
- 2025-126 Resolution Amending Temporary Budget Appropriations for 2025 Budget
- 2025-127 Resolution Authorizing the Transfer of Appropriation Reserves in the Fiscal Year 2024 Budget
- 2025-128 Resolution Authorizing the Mayor and City Council to Execute a Discharge of Mortgage for Michael Schwartz for Property Located at 1036 Monroe Avenue, Asbury Park
- 2025-129 Resolution Amending Resolution 2024-305 Approving 2024-2025 Alcoholic Beverage Control License For 210 5th Ave. Venture Urban Renewal, LLC - D/B/A The Asbury Hotel In The City Of Asbury Park, County Of Monmouth, New Jersey, In Certain Limited Respects

INDIVIDUAL RESOLUTIONS

- 2025-130 Resolution Authorizing the Payment of Bills

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

- 2025-131 Resolution Establishing A New Sewer Rate Schedule (Connection Fees) For the City of Asbury Park, New Jersey.

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

2025-133 Resolution Authorizing the Purchase of Two-Way Radios for the Department of Public Works

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

2025-134 Resolution Authorizing Purchase of Ammunition for the Police Department

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

2025-135 Resolution Authorizing a Contract with Rescue Products International Inc. for Fire Department Training

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

2025-136 Resolution Authorizing The Execution Of A Deed Of Easement With The County Of Monmouth And The Asbury Park Housing Authority For The Maintenance Of Traffic Signal At The New Firehouse At 200 Memorial Drive

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

2025-137 Resolution Awarding a Contract for 2025 Sunset Lake Pond Management

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

2025-138 Resolution Amending the Contract with F&P Associates for LSRP Services at the DPW Garage

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

2025-139 Resolution Authorizing a Professional Services Contract with Arcari + Iovino for Professional Architectural Services of the Boardwalk Restrooms Re-Bid

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

2025-140 Resolution Authorizing a Professional Services Contract with Kyle + McManus Associates for the Fourth Round Housing Element and Fair Share Plan - Affordable Housing Planning Services

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

2025-141 Resolution of the Mayor and City Council of The City of Asbury Park to enter into a Professional Services Agreement with Public Resources Advisory Group for the Provision of RAB Administrative Services for K. Hovnanian's Delta at Asbury Park Block 4306

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

2025-142 Resolution of the Mayor and City Council of The City of Asbury Park to enter into a Professional Services Agreement with Public Resources Advisory Group for the Provision of RAB Administration Services for Somerset Block 4105

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

2025-143 Resolution of the Mayor and City Council of The City of Asbury Park to enter into a Professional Services Agreement with Public Resources Advisory Group for the Provision of RAB Administrative Services for 1101 Ocean Avenue

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

2025-144 Resolution of the Mayor and City Council of The City of Asbury Park to enter into a Professional Services Agreement with BJH Advisors for the Provision of RAB Administration for K. Hovnanian Delta Block 4306

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

- 2025-145 Resolution of the Mayor and City Council of The City of Asbury Park to enter into a Professional Services Agreement with BJH Advisors for the Provision of RAB Administration for Somerset Block 4105

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

- 2025-146 Resolution of the Mayor and City Council of The City of Asbury Park to enter into a Professional Services Agreement with BJH Advisors for the Provision of RAB Administration for 1101 Ocean Avenue

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

- 2025-147 Supplemental Resolution Authorizing The Issuance Of One Or More Series Of Additional Non-Recourse Redevelopment Area Bonds (Waterfront Redevelopment Area Infrastructure Project) Of The City Of Asbury Park In An Aggregate Principal Amount Not To Exceed \$7,000,000 In Connection With A Project Being Undertaken In The City By K. Hovnanian's Delta At Asbury Park Urban Renewal, LLC And As A Portion Of The Non-Recourse Redevelopment Area Bonds Of The City Previously Approved Pursuant To A Resolution Duly Adopted By The City Council On February 20, 2013

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

- 2025-148 Resolution Authorizing The Issuance Of One Or More Series Of Non-Recourse Redevelopment Area Bonds (Block 4105 Infrastructure Project) Of The City Of Asbury Park In An Aggregate Principal Amount Not To Exceed \$28,000,000 In Connection With A Redevelopment Project Being Undertaken In The City By Somerset Asbury Park Urban Renewal, LLC

RESULT:	ADOPTED [3 TO 2]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Eileen Chapman, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, John Moor
NAYS:	Angela Ahbez-Anderson, Amy Quinn

- 2025-149 Resolution Approving Change Order 13 for Memorial Drive Improvements Project

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

- 2025-150 Resolution Awarding Bid for Printing Services

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

2025-151 Resolution Establishing Fees And Regulations For The 2025 Beach Season

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

2025-152 Resolution of The Mayor and Council of The City of Asbury Park, County Of Monmouth, New Jersey Authorizing The Planning Board For The City of Asbury Park To Investigate Whether An Area Within The City Should Be Designated As An Area In Need Of Redevelopment regarding Block 2701, Lot 3 (701-705 Second Avenue)

RESULT:	DEFEATED [2 TO 3]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Eileen Chapman, Councilmember
AYES:	Eileen Chapman, Amy Quinn
NAYS:	Angela Ahbez-Anderson, Yvonne Clayton, John Moor

ORDINANCES

Introduction

2025-8 Ordinance Of The City Of Asbury Park Amending And Supplementing Chapter 5, Entitled “Beach, Boardwalk And Beachfront Regulations” To Establish Fines For Tents On The Beach

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 3/26/2025 6:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

Second Reading / Public Hearing

2025-6 Ordinance of The City of Asbury Park Authorizing The Execution of A Financial Agreement With Somerset Asbury Park Urban Renewal, LLC Concerning Property Located at Block 4105, Lot 1.01 (F/K/A Block 4105, Lots 1, 4 and a portion of Lot 3) 150 Fifth Avenue On The City Tax Map Within The Asbury Park Waterfront Redevelopment Area And Granting A Tax Exemption

A motion to open 2025-6 to the public was made by Council member Clayton and seconded by Council member Chapman.

All were favor. No members of the public spoke.

A motion to close 2025-6 to the public was made by Mayor Moor and seconded by Deputy Mayor Quinn. All were in favor.

RESULT:	ADOPTED [3 TO 2]
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	John Moor, Mayor
AYES:	Eileen Chapman, Yvonne Clayton, John Moor
NAYS:	Angela Ahbez-Anderson, Amy Quinn

2025-7 Ordinance of The City Of Asbury Park, In The County of Monmouth, State Of New Jersey, Providing For The Special Assessment of The Cost of Certain Wastewater, Stormwater, Roadway, Streetscape, Utility and Other Infrastructure Improvements Constructed on or Benefiting Block 4105, Lot 1.01 (F/K/A Block 4105, Lots 1, 4 And A Portion Of Lot 3) 150 Fifth Avenue on The City Tax Map Which Are Located Within The Asbury Park Waterfront Redevelopment Area And Establishing A Mechanism For Payment Of The Cost Thereof

A motion to open 2025-7 to the public was made by Deputy Mayor Quinn and seconded by Council member Chapman.

All were favor. No members of the public spoke.

A motion to close 2025-7 to the public was made by Council member Chapman and seconded by Deputy Mayor Quinn. All were in favor.

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

ADJOURNMENT

The meeting was adjourned at 7:24 PM

A motion to close the meeting was made by Council member Clayton and seconded Council member Chapman. Meeting adjourned at 7:24 PM.

Respectfully submitted by:

Anthony Cucci, Deputy City Clerk

Minutes Acceptance: Minutes of Mar 12, 2025 6:00 PM (Minutes)



RESOLUTION NO. 2025-154

**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 26, 2025 the following Special Events Applications were presented for approval by the Director of Recreation:

1. Solstice, Safety and Wellness Paddle
2. Bike MS
3. Dia De los Muertos
4. Juneteenth
5. Motorcycle Safety Awareness Month Press Event
6. Surfrider Foundation Beach Cleanup
7. Sunday Service and Picnic
8. Community Easter Egg Hunt
9. Wedding 10/18

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, ANTHONY CUCCI, 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. 2025-154 which was finally adopted by the City Council at a meeting held on the 26th day of March, 2025

CERTIFIED BY ME THIS 27th DAY OF March, 2025.

ANTHONY CUCCI

DEPUTY CITY CLERK



Date Application Received:

Application Fee Paid:

\$50.00/100

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

Please complete the following information as required by City Ordinance 2023-15 General Licensing: 4-10

All applications and appropriate application fees are to be received by the Asbury Park Special Events Department no less than 30 days prior to the event for which the permit is being requested. Application fees are non-refundable. Applications should be emailed to: Leesha.floyd@cityofasburypark.com (732-502-5759) or mailed to the Department of Special Events 1 Municipal Plaza Asbury Park, NJ 07712 Attn: Leesha Floyd.

- All applications must be reviewed by the Special Events Committee. This may require the organizer/applicant to attend one or more special event meetings.
- A refundable security deposit in the amount of \$500, or such other amount as determined by the City may be required to be posted to cover any damage to City property which may be occasioned as a result of the special event.
- Insurance Coverage: All permit holders must submit liability insurance coverage in the minimum amount of \$1,000,000; however, the City may require an increase in the amount of liability insurance coverage depending upon the size, scope and nature of the event planned. The City of Asbury Park, its officers, employees, agent and representatives must be named as additional insured parties on the policy. Proof of said insurance coverage shall be provided to the City at least 10 days prior to the event.
- Indemnification: All permit holders shall defend, indemnify and hold the City of Asbury Park, its officers, employees, contractors, agents and representatives, including but not limited to the City's insurance carrier, risk manager and professionals harmless from and against any and all liability for claims, demands, damages, suits, judgments, fines, losses and expenses of any nature, which are sustained as a result of the event and shall execute an indemnification and hold harmless agreement in a form acceptable to the City prior to the event

All fees and certificate of insurance must be submitted 10 days prior to the event. Failure to do so can result in the termination of your event.

Name of Event: SOLSTICE, SAFETY & WELLNESS PADDLE

Date of Event: JUNE 21 Rain Date: JUNE 22

Time of Event: 4:00pm to 9:00pm Setup time: 4:00pm Break-down time: 8:00pm

Location of Event: ASBURY BOAT CAUNION

Type of Event (check all that apply):

- | | | |
|--|--------------------------------------|--|
| ☐ Festival | ☐ Parade | ☐ Foot Race |
| ☐ Wedding* | ☐ Beach Event | ☐ Concert |
| ☐ Bike Ride/Race | ☐ Triathlon | ☐ Multi Day Event |
| ☐ Rally/Demonstration | ☐ Swim Event | ☒ Other: <u>KAYAKING</u> |

*Wedding applicants only need to complete page 6 & 7.

AWAIDNESS CAMPAIGN

1

Attachment: cm 32625 (2025-154 : Special Event Applications)



Date Application Received: 3/3/20

Application Fee Paid: _____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

Please complete the following information as required by City Ordinance 2021-6 General Licensing: 4-10

All applications and appropriate application fees are to be received by the Asbury Park Special Events Department no less than 30 days prior to the event for which the permit is being requested. Application fees are non-refundable. Applications should be emailed to: Leesha.floyd@cityofasburypark.com (732-502-5759) or mailed to the Department of Special Events 1 Municipal Plaza Asbury Park, NJ 07712 Attn: Leesha Floyd.

- All applications must be reviewed by the Special Events Committee. This may require the organizer/applicant to attend one or more special event meetings.
- Applications must be formally approved by the City Council after initial approval from the Special Events Committee.
- A **refundable** \$500.00 deposit may be required in connection with events held on City property in case of damage.
- A certificate of insurance naming the City of Asbury Park (1 Municipal Plaza Asbury Park, NJ 07712) its officers, employees, contractors, agents and representatives harmless from and against any and all liability. Minimum liability coverage of one million dollars (for some events more coverage will be required) must be provided 10 days prior to event. The applicant name/organization on insurance must match the applicant name/organization completing the application.

All fees and certificate of insurance must be submitted 10 days prior to the event. Failure to do so can result in the termination of your event.

Date of Event: **Saturday, May 10, 2025**Rain Date: **N/A (Rain or Shine Event)**Time of Event **7:00 AM to 5:00 PM**Setup time: **N/A**Break-down time: **N/A**Name of Event: **Bike MS: Coast the Coast**Location of Event **Various Municipal Roadways & Boardwalk**

Type of Event (check all that apply):

☐ Festival☐ Parade☐ Foot Race☐ Wedding*☐ Beach Event☐ Concert☒ Bike Ride/Race☐ Triathlon☐ Multi Day Event☐ Rally/Demonstration☐ Swim Event☐ Other: _____

***Wedding applicants only need to complete page 6.**



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

Please complete the following information as required by City Ordinance 2021-6 General Licensing: 4-10

All applications and appropriate application fees are to be received by the Asbury Park Special Events Department no less than 30 days prior to the event for which the permit is being requested. Application fees are non-refundable. Applications should be emailed to: Leesha.floyd@cityofasburypark.com (732-502-5759) or mailed to the Department of Special Events 1 Municipal Plaza Asbury Park, NJ 07712 Attn: Leesha Floyd.

- All applications must be reviewed by the Special Events Committee. This may require the organizer/applicant to attend one or more special event meetings.
- Applications must be formally approved by the City Council after initial approval from the Special Events Committee.
- A **refundable** \$500.00 deposit may be required in connection with events held on City property in case of damage.
- A certificate of insurance naming the City of Asbury Park (1 Municipal Plaza Asbury Park, NJ 07712) its officers, employees, contractors, agents and representatives harmless from and against any and all liability. Minimum liability coverage of one million dollars (for some events more coverage will be required) must be provided 10 days prior to event. The applicant name/organization on insurance must match the applicant name/organization completing the application.

All fees and certificate of insurance must be submitted 10 days prior to the event. Failure to do so can result in the termination of your event.

Date of Event: 11/1/2025 Rain Date: n/a

Time of Event: 2 to 7 Setup time: 2p Break-down time: 7p

Name of Event: Dia de los Muertos Asbury Park

Location of Event: Boardwalk (Conv Hall to Casino)

Type of Event (check all that apply):

- | | | |
|--|--------------------------------------|--|
| ☐ Festival | ☐ Parade | ☐ Foot Race |
| ☐ Wedding* | ☐ Beach Event | ☐ Concert |
| ☐ Bike Ride/Race | ☐ Triathlon | ☐ Multi Day Event |
| ☐ Rally/Demonstration | ☐ Swim Event | ☒ Other: <u>Procession</u> |

***Wedding applicants only need to complete page 6.**



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

Please complete the following information as required by City Ordinance 2023-15 General Licensing: 4-10

All applications and appropriate application fees are to be received by the Asbury Park Special Events Department no less than 30 days prior to the event for which the permit is being requested. Application fees are non-refundable. Applications should be emailed to: Leesha.floyd@cityofasburypark.com (732-502-5759) or mailed to the Department of Special Events 1 Municipal Plaza Asbury Park, NJ 07712 Attn: Leesha Floyd.

- All applications must be reviewed by the Special Events Committee. This may require the organizer/applicant to attend one or more special event meetings.
- A refundable security deposit in the amount of \$500, or such other amount as determined by the City may be required to be posted to cover any damage to City property which may be occasioned as a result of the special event.
- Insurance Coverage: All permit holders must submit liability insurance coverage in the minimum amount of \$1,000,000; however, the City may require an increase in the amount of liability insurance coverage depending upon the size, scope and nature of the event planned. The City of Asbury Park, its officers, employees, agent and representatives must be named as additional insured parties on the policy. Proof of said insurance coverage shall be provided to the City at least 10 days prior to the event.
- Indemnification: All permit holders shall defend, indemnify and hold the City of Asbury Park, its officers, employees, contractors, agents and representatives, including but not limited to the City's insurance carrier, risk manager and professionals harmless from and against any and all liability for claims, demands, damages, suits, judgements, fines, losses and expenses of any nature, which are sustained as a result of the event and shall execute an indemnification and hold harmless agreement in a form acceptable to the City prior to the event

All fees and certificate of insurance must be submitted 10 days prior to the event. Failure to do so can result in the termination of your event.

Name of Event: Juneteenth Family Arts & Cultural Festival

Date of Event: Sat, June 21, 2025 Rain Date: Sun, Jun 22, 2025

Time of Event: 12:00 pm to 5:00 pm Setup time: 9 am Break-down time: 6:00 pm

Location of Event: Springwood Ave Park

Type of Event (check all that apply):

- | | | |
|--|--------------------------------------|--|
| ☒ Festival | ☐ Parade | ☐ Foot Race |
| ☐ Wedding* | ☐ Beach Event | ☐ Concert |
| ☐ Bike Ride/Race | ☐ Triathlon | ☐ Multi Day Event |
| ☐ Rally/Demonstration | ☐ Swim Event | ☐ Other: _____ |

*Wedding applicants only need to complete page 6 & 7.



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

Please complete the following information as required by City Ordinance 2021-6 General Licensing: 4-10

All applications and appropriate application fees are to be received by the Asbury Park Special Events Department no less than 30 days prior to the event for which the permit is being requested. Application fees are non-refundable. Applications should be emailed to: Leesha.floyd@cityofasburypark.com (732-502-5759) or mailed to the Department of Special Events 1 Municipal Plaza Asbury Park, NJ 07712 Attn: Leesha Floyd.

- All applications must be reviewed by the Special Events Committee. This may require the organizer/applicant to attend one or more special event meetings.
- Applications must be formally approved by the City Council after initial approval from the Special Events Committee.
- A **refundable** \$500.00 deposit may be required in connection with events held on City property in case of damage.
- A certificate of insurance naming the City of Asbury Park (1 Municipal Plaza Asbury Park, NJ 07712) its officers, employees, contractors, agents and representatives harmless from and against any and all liability. Minimum liability coverage of one million dollars (for some events more coverage will be required) must be provided 10 days prior to event. The applicant name/organization on insurance must match the applicant name/organization completing the application.

All fees and certificate of insurance must be submitted 10 days prior to the event. Failure to do so can result in the termination of your event.

Date of Event: 5/1/25 Rain Date: _____

Time of Event: 10:00am to 11:00 Setup time: 9:30 Break-down time: 11:15 Name of Event: Motorcycle Safety Awareness Month Press

Event _____

Location of Event: Convention Hall/Boardwalk

Type of Event (check all that apply):

- ☐ Festival
☐ Wedding*
☐ Bike Ride/Race
☐ Rally/Demonstration

- ☐ Parade
☐ Beach Event
☐ Triathlon
☐ Swim Event

- ☐ Foot Race
☐ Concert
☐ Multi Day Event
☐ Other: Safety Press
 Event _____

***Wedding applicants only need to complete page 6.**

Attachment: cm 32625 (2025-154 : Special Event Applications)



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

Please complete the following information as required by City Ordinance 2023-15 General Licensing: 4-10

All applications and appropriate application fees are to be received by the Asbury Park Special Events Department no less than 30 days prior to the event for which the permit is being requested. Application fees are non-refundable. Applications should be emailed to: Leesha.floyd@cityofasburypark.com (732-502-5759) or mailed to the Department of Special Events 1 Municipal Plaza Asbury Park, NJ 07712 Attn: Leesha Floyd.

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- A refundable security deposit in the amount of \$500, or such other amount as determined by the City may be required to be posted to cover any damage to City property which may be occasioned as a result of the special event.
- Insurance Coverage: All permit holders must submit liability insurance coverage in the minimum amount of \$1,000,000; however, the City may require an increase in the amount of liability insurance coverage depending upon the size, scope and nature of the event planned. The City of Asbury Park, its officers, employees, agent and representatives must be named as additional insured parties on the policy. Proof of said insurance coverage shall be provided to the City at least 10 days prior to the event.
- Indemnification: All permit holders shall defend, indemnify and hold the City of Asbury Park, its officers, employees, contractors, agents and representatives, including but not limited to the City's insurance carrier, risk manager and professionals harmless from and against any and all liability for claims, demands, damages, suits, judgements, fines, losses and expenses of any nature, which are sustained as a result of the event and shall execute an indemnification and hold harmless agreement in a form acceptable to the City prior to the event

All fees and certificate of insurance must be submitted 10 days prior to the event. Failure to do so can result in the termination of your event.

Name of Event: Surfrider Foundation: Jersey Shore Chapter Beach Cleanup with JP Morgan

Date of Event: 5/16/2025 Rain Date: NA

Time of Event: 10am to 3pm Setup time: 1 hour Break-down time: 1 hour

Location of Event: AP Dog Beach & Fishermans Lot

Type of Event (check all that apply):

- | | | |
|--|---|---|
| ☐ Festival | ☐ Parade | ☐ Foot Race |
| ☐ Wedding* | ☒ Beach Event | ☐ Concert |
| ☐ Bike Ride/Race | ☐ Triathlon | ☐ Multi Day Event |
| ☐ Rally/Demonstration | ☐ Swim Event | ☒ Other: <u>Beach Cleanup</u> |

*Wedding applicants only need to complete page 6 & 7.

Attachment: cm 32625 (2025-154 : Special Event Applications)



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

Please complete the following information as required by City Ordinance 2023-15 General Licensing: 4-10

All applications and appropriate application fees are to be received by the Asbury Park Special Events Department no less than 30 days prior to the event for which the permit is being requested. Application fees are non-refundable. Applications should be emailed to: Leesha.floyd@cityofasburypark.com (732-502-5759) or mailed to the Department of Special Events 1 Municipal Plaza Asbury Park, NJ 07712 Attn: Leesha Floyd.

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- Insurance Coverage: All permit holders must submit liability insurance coverage in the minimum amount of \$1,000,000; however, the City may require an increase in the amount of liability insurance coverage depending upon the size, scope and nature of the event planned. The City of Asbury Park, its officers, employees, agent and representatives must be named as additional insured parties on the policy. Proof of said insurance coverage shall be provided to the City at least 10 days prior to the event.
- Indemnification: All permit holders shall defend, indemnify and hold the City of Asbury Park, its officers, employees, contractors, agents and representatives, including but not limited to the City's insurance carrier, risk manager and professionals harmless from and against any and all liability for claims, demands, damages, suits, judgements, fines, losses and expenses of any nature, which are sustained as a result of the event and shall execute an indemnification and hold harmless agreement in a form acceptable to the City prior to the event

All fees and certificate of insurance must be submitted 10 days prior to the event. Failure to do so can result in the termination of your event.

Name of Event: Sunday Service and Picnic

Date of Event: 6-8-25 Rain Date: None

Time of Event: 10am to 3pm Setup time: 8am Break-down time: 3pm

Location of Event: SpringwoodPark

Type of Event (check all that apply):

- | | | |
|--|--------------------------------------|--|
| ☐ Festival | ☐ Parade | ☐ Foot Race |
| ☐ Wedding* | ☐ Beach Event | ☐ Concert |
| ☐ Bike Ride/Race | ☐ Triathlon | ☐ Multi Day Event |
| ☐ Rally/Demonstration | ☐ Swim Event | ☐ Church Service & Picnic |



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

Please complete the following information as required by City Ordinance 2023-15 General Licensing: 4-10

All applications and appropriate application fees are to be received by the Asbury Park Special Events Department no less than 30 days prior to the event for which the permit is being requested. Application fees are non-refundable. Applications should be emailed to: Leesha.floyd@cityofasburypark.com (732-502-5759) or mailed to the Department of Special Events 1 Municipal Plaza Asbury Park, NJ 07712 Attn: Leesha Floyd.

- All applications must be reviewed by the Special Events Committee. This may require the organizer/applicant to attend one or more special event meetings.
- A refundable security deposit in the amount of \$500, or such other amount as determined by the City may be required to be posted to cover any damage to City property which may be occasioned as a result of the special event.
- Insurance Coverage: All permit holders must submit liability insurance coverage in the minimum amount of \$1,000,000; however, the City may require an increase in the amount of liability insurance coverage depending upon the size, scope and nature of the event planned. The City of Asbury Park, its officers, employees, agent and representatives must be named as additional insured parties on the policy. Proof of said insurance coverage shall be provided to the City at least 10 days prior to the event.
- Indemnification: All permit holders shall defend, indemnify and hold the City of Asbury Park, its officers, employees, contractors, agents and representatives, including but not limited to the City's insurance carrier, risk manager and professionals harmless from and against any and all liability for claims, demands, damages, suits, judgements, fines, losses and expenses of any nature, which are sustained as a result of the event and shall execute an indemnification and hold harmless agreement in a form acceptable to the City prior to the event

All fees and certificate of insurance must be submitted 10 days prior to the event. Failure to do so can result in the termination of your event.

Name of Event: Community Easter Egg Hunt

Date of Event: 4/19/25 Rain Date: N/A

Time of Event: 12pm to 1pm Setup time: 10A Break-down time: 1pm

Location of Event: Springwood Ave Park

Type of Event (check all that apply):

- | | | |
|--|--------------------------------------|--|
| ☐ Festival | ☐ Parade | ☐ Foot Race |
| ☐ Wedding* | ☐ Beach Event | ☐ Concert |
| ☐ Bike Ride/Race | ☐ Triathlon | ☐ Multi Day Event |
| ☐ Rally/Demonstration | ☐ Swim Event | ☒ Other: _____ |

*Wedding applicants only need to complete page 6 & 7.



Wedding Ceremony Application

Beach/Park Rental Fee: \$750 (up to 3 hours)

Make checks payable to "The City of Asbury Park" 1 Municipal Plaza AP, NJ 07712 Attn: Leesha Floyd

Between Memorial Day and Labor Day, 6pm is the earliest ceremonies can begin on any beach.

- Insurance Coverage: All permit holders must submit liability insurance coverage in the minimum amount of \$1,000,000; however, the City may require an increase in the amount of liability insurance coverage depending upon the size scope and nature of the event planned. The City of Asbury Park, its officers, employees, agent and representatives must be named as additional insured parties on the policy. Proof of said insurance coverage shall be provided to the City at least 10 days prior to the event.
- Indemnification: All permit holders shall defend, indemnify and hold the City of Asbury Park, its officers, employees, contractors, agents and representatives harmless from and against any and all liability for claims, demands, damages, suits, judgements, fines, losses and expenses of any nature, which are sustained as a result of the event and shall execute an indemnification and hold harmless agreement in a form acceptable to the City prior to the event
 - Alcohol is prohibited on City beaches
 - Firework displays are prohibited w/o pre-approval from the City & proper documentation being provided to the City
 - Applications and fees must be received by the Special Events Department 30 days prior to your event

Wedding Date: 10/18/25 Ceremony start time: 2 pm End time: 3 pm
 Setup time: 1 pm (breakdown and cleanup must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: 3rd Ave Beach

☐ YES ☒ NO Will reserved parking spaces be requested? If so, how many spaces _____
 where _____. Please visit www.cityofasburypark.com to purchase parking spaces (waterfront spaces cannot be reserved between Memorial Day & Labor Day) All parking requests must be made and paid for 10 business days prior to event.

Applicant 1- Name & Address: Matthew Mercuri
140 Talbot St Burlington NJ 08016
 Contact #: 609-868-5365 Email Address: yager1972@yahoo.com

Applicant 2- Name & Address: Nicole Sexton
2 Waterview Ct Marlton NJ 08053

Contact #: 856-313-0072 Email Address: patnjohn06@icloud.com

of people in wedding party: 3 # of people attending wedding: 25
Bride, groom, 3 officiant

Attachment: cm 32625 (2025-154 : Special Event Applications)

Will any of the following items be used (check all that apply):

- ☐ Pa system
☐ Archway

☐ Other structures:

- ☒ Chairs *(Beach Chairs for older persons)*
☐ Canopy/tent (if larger than 30x30, a permit is required)

I understand and agree by applying for this permit I am responsible for the conduct of attendees, and that any violation of the rules can result in the immediate termination of my event. I also understand that I am responsible for the cleanup of the area where my event is held and that no cooking or alcohol are allowed on the beach. If it becomes necessary for the City to care for the area, I am liable for all costs incurred. Lastly I understand all fees are non-refundable.

Nicole Sexton
 Signature of Applicant 1 or 2

3/6/25
 Date

Attachment: cm 32625 (2025-154 : Special Event Applications)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, March 26, 2025
RESOLUTION SUMMARY

2025-155

Increase to temporary budget prior to budget adoption for COPS in Shops 2025 and PERS and prior years bills.



RESOLUTION NO. 2025-155

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

RESOLUTION AMENDING TEMPORARY BUDGET APPROPRIATIONS FOR 2025 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 2025 budget.

	From	To
Current Fund:		
COPS in Shops	\$0.00	\$2,880.00
PERS Contribution	1,202,676.00	1,244,576.72
Prior Years Bills	0.00	7,000.00

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 2025 be adopted and a certified copy of this resolution be provided to the City's Chief Financial Officer and the Director of Division of Local Government Services, Department of Community Affairs, State of New Jersey.

I, ANTHONY CUCCI, 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. 2025-155 which was finally adopted by the City Council at a meeting held on the 26th day of March, 2025

CERTIFIED BY ME THIS 27th DAY OF March, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, March 26, 2025
RESOLUTION SUMMARY

2025-156

Routine Budget Transfer

Current Fund:	From	To
Tax Collector OE	\$1,100.00	
Streets and Roads OE	30,000.00	
Streets and Roads SW		\$30,000.00
Tax Collector SW		1,100.00
Sewer Fund:		
Social Security	\$15,000.00	
Salaries and Wages		\$15,000.00



RESOLUTION NO. 2025-156

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

RESOLUTION AUTHORIZING THE TRANSFER OF APPROPRIATION RESERVES IN THE FISCAL YEAR 2024 BUDGET

WHEREAS, it has been determined that various line items within the 2024 fiscal year Appropriation Reserve operating budget need additional funds to cover these expenditures; and,

WHEREAS, it has also been determined that sufficient balances remain in various expense accounts to cover these expenditures; and,

WHEREAS, New Jersey Statute 40A:4-59 allows for the transfer of funds between line items during the first three months of the following year.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Asbury Park that the Chief Financial Officer is hereby authorized to make the following appropriation reserve budget transfers:

Current Fund:	From	To
Tax Collector OE	\$1,100.00	
Streets and Roads OE	30,000.00	
Streets and Roads SW		\$30,000.00
Tax Collector SW		1,100.00
Sewer Fund:		
Social Security	\$15,000.00	
Salaries and Wages		\$15,000.00

BE IT FURTHER RESOLVED that the City Clerk is hereby instructed to provide a certified copy to the Chief Financial Officer and the City Auditor.

I, ANTHONY CUCCI, 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. 2025-156 which was finally adopted by the City Council at a meeting held on the 26th day of March, 2025

CERTIFIED BY ME THIS 27th DAY OF March, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, March 26, 2025
RESOLUTION SUMMARY

2025-157

Timothy Harris has satisfied the 10 year obligation of the RCA Program and a Discharge of Mortgage is requested.



RESOLUTION NO. 2025-157

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

**RESOLUTION AUTHORIZING THE MAYOR AND CITY COUNCIL TO EXECUTE A
DISCHARGE OF MORTGAGE FOR TIMOTHY HARRIS FOR PROPERTY
LOCAATED AT 909 SUMMERFIELD AVENUE, ASBURY PARK**

WHEREAS, the City of Asbury Park, through its Regional Contribution Agreement (RCA) Program, executed a mortgage to Timothy Harris in the total amount of \$68,460, for repairs to 909 Summerfield Avenue, Asbury Park, Block 506 Lot 12, which was recorded at the Office of Monmouth County Clerk, Book OR-9100, Page 7054; and

WHEREAS, the City agreed to grant the borrower an interest free deferred payment loan in the amount of \$68,460 on October 21st, 2014 for a period of ten years; and

WHEREAS, Timothy Harris has satisfied the requirements of said loan and is requesting a Discharge of Mortgage for 909 Summerfield Avenue; and

NOW THEREFORE BE IT RESOLVED by the City Council of Asbury Park that the Mayor and City Clerk be and hereby are authorized to execute a Discharge of the Mortgage by the City with respect to 909 Summerfield Avenue, Asbury Park.

I, ANTHONY CUCCI, 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. 2025-157 which was finally adopted by the City Council at a meeting held on the 26th day of March, 2025

CERTIFIED BY ME THIS 27th DAY OF March, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, March 26, 2025
RESOLUTION SUMMARY

2025-158

Virginia Cita has satisfied the 10 year obligation of the RCA Program and a Discharge of Mortgage is requested.



RESOLUTION NO. 2025-158

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

**RESOLUTION AUTHORIZING THE MAYOR AND CITY COUNCIL TO EXECUTE A
DISCHARGE OF MORTGAGE FOR VIRGINIA CITA FOR PROPERTY LOCATED
AT 137 DEWITT AVENUE, ASBURY PARK**

WHEREAS, the City of Asbury Park, through its Regional Contribution Agreement (RCA) Program, executed a mortgage to Virginia Cita in the total amount of \$21,778, for repairs to 137 DeWitt Avenue, Asbury Park, Block 1005 Lot 9, which was recorded at the Office of Monmouth County Clerk, Book OR-9086, Page 3679; and

WHEREAS, the City agreed to grant the borrower an interest free deferred payment loan in the amount of \$21,778 on April 21st, 2014 for a period of ten years; and

WHEREAS, Virginia Cita has satisfied the requirements of said loan and is requesting a Discharge of Mortgage for 137 DeWitt Avenue; and

NOW THEREFORE BE IT RESOLVED by the City Council of Asbury Park that the Mayor and City Clerk be and hereby are authorized to execute a Discharge of the Mortgage by the City with respect to 137 DeWitt Avenue, Asbury Park.

I, ANTHONY CUCCI, 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. 2025-158 which was finally adopted by the City Council at a meeting held on the 26th day of March, 2025

CERTIFIED BY ME THIS 27th DAY OF March, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, March 26, 2025
RESOLUTION SUMMARY

2025-159

Resolution authorizing the payment of bills in the amount of \$6,877,747.34



RESOLUTION NO. 2025-159

**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 \$6,877,747.34

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	\$ 830,501.34
POLICE & FIREMANS PENSION	<u>6,047,246.00</u>
 TOTAL VOUCHERS	 \$ <u>6,877,747.34</u>

I, ANTHONY CUCCI, 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. 2025-159 which was finally adopted by the City Council at a meeting held on the 26th day of March, 2025

CERTIFIED BY ME THIS 27th DAY OF March, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

March 14, 2025
04:08 PM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a

P.O. Type: All Print Alpha, Revenue, & G/L Accounts: Y Open: N Void: N Paid:
Format: Condensed Held: N Aprv: N Rcvd:
Range: 4-First to 5-zz-zz-zzz-zzz-zzz Bid: Y State: Y Other: Y Exempt:
Rcvd Batch Id Range: First to Last Encumbrance Date Range: First to 12/31/25 Include Non-Budgeted:
Vendors: All
Department Page Break: No Subtotal CAFR: Yes Subtotal Department: Yes Subtotal Extd: Yes

Budget Account	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
----------------	-------------	---------	------------------	--------	-------------	---------

Fund: CURRENT
Department: FINANCE
Extd: FINANCIAL ADMINISTRATION

4-01-20-130-000-223	FINANCE Condo Reimbursements					
300SEV	300 SEVENTH AVENUE CONDOMINIUM	25-00498	2nd half 2024 Trash Reimb.	2,374.39	0.00	
ASBUR015	ASBURY TERRACE CONDOMINIUM	25-00500	2nd Half 2024 Trash Reimb.	1,782.90	0.00	
BRITW005	Britwood Court Condominium	25-00502	2nd Half 2024 Trash Reimburse.	2,520.00	0.00	
CAPRI005	CAPRI TERRACE CONDOMINIUM	25-00503	2nd Half Trash Reimbursement	2,066.40	0.00	
EUREK005	EUREKA CONDOMINIUM	25-00504	2nd half 2024 Trash Reimburse.	2,173.50	0.00	
SOUTH005	SOUTH GRAND CONDOMINIUM	25-00506	2nd half 2024 Trash Reimb.	4,635.00	0.00	
THEES005	THE ESPLANADE CONDOMINIUM	25-00507	2nd half 2024 Trash Reimb.	4,265.10	0.00	
THELO005	THE LOFTS AT ASBURY PARK	25-00508	2nd Half 2024 Trash Reimb.	3,130.67	0.00	
VIVEA005	VIVE ASBURY PARK CONDOMINIUM	25-00509	2nd half Trash Reimb.	3,906.00	0.00	
THEST005	THE ST. JAMES CONDOMINIUM	25-00589	2nd half 2024 Trash Reimb.	11,829.23	0.00	
SEAVI005	Seaview Gardens Condo Assoc.	25-00702	2nd Half 2024 Lighting Reimb.	131.71	0.00	
ASBUR010	ASBURY PARK PLACE CONDOMINIUM	25-00753	2024 Trash Reimbursement	6,239.63	0.00	
				45,054.53		
	Extd Total: FINANCIAL ADMINISTRATION			45,054.53		
	Department Total: FINANCE			45,054.53		
	CAFR Total:			45,054.53		

Department: POLICE
Extd: POLICE DEPARTMENT

4-01-25-240-000-203	POLICE Motor Vehicle					
MELCOR	AP CARWASH AND OIL CHANGE	25-00735	PD CAR WASHES 12/3 TO 3/3/25	210.00	0.00	
4-01-25-240-000-207	POLICE Clothing Allowance					
ACTION015	ACTION UNIFORM CO. LLC	24-01490	new hire uniform	3,000.00	0.00	
	Extd Total: POLICE DEPARTMENT			3,210.00		
	Department Total: POLICE			3,210.00		

Department: FIRE DEPT.
Extd: FIRE DEPARTMENT

4-01-25-265-000-202	FIRE DEPT. Office Supplies					
ICC	INTERNATIONAL CODE COUNCIL, INC	24-02799	CODE BOOKS	333.50	0.00	
4-01-25-265-000-236	FIRE DEPT. Medical Director					
STEVET	STEPHEN J. VETRANO	25-00350	INV#2024-001-APFD MEDICAL DIR.	2,000.00	0.00	
	Extd Total: FIRE DEPARTMENT			2,333.50		

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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

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Budget Account	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Vendor						
Extd:	FIRE HYDRANT					
4-01-25-265-266-299	FIRE HYDRANT Misc.					
NJAMER	N.J. AMERICAN WATER CO.	25-00829	#1018-210026567043 11/26-12/26	24,374.99	0.00	
	Extd Total: FIRE HYDRANT			24,374.99		
	Department Total: FIRE DEPT.			26,708.49		
	CAFR Total:			29,918.49		
Department:	STREETS & ROAD					
Extd:	STREETS & ROADS MAINTENANCE					
4-01-26-290-000-215	STREETS & ROAD Misc. Hardware					
THEHAR	THE HARDWARE STORE	24-01850	Misc Hardware	18.13	0.00	B
THEHAR	THE HARDWARE STORE	25-00806	#1692677 MARKING PAINT	299.20	0.00	
				317.33		
	Extd Total: STREETS & ROADS MAINTENANCE			317.33		
	Department Total: STREETS & ROAD			317.33		
	CAFR Total:			317.33		
Department:	PUBLIC ASST					
Extd:	SOCIAL SERVICES:					
4-01-27-345-000-218	SOCIAL SERVICES Contract Services					
VISNUR	VISITING NURSES ASSN. OF CENTR	25-00067	Nursing Services November '24	7,310.00	0.00	
	Extd Total: SOCIAL SERVICES:			7,310.00		
	Department Total: PUBLIC ASST			7,310.00		
	CAFR Total:			7,310.00		
	Fund Total: CURRENT			82,600.35		
	Year Total:			82,600.35		
Fund:	CURRENT					
Department:	ADMINISTRATION					
Extd:	ADMINISTRATION					
5-01-20-100-000-207	ADMINISTRATION Contractual					
GEECHA	GEESE CHASERS, LLC	25-00802	#GC28822 March Services	1,516.66	0.00	
GEECHA	GEESE CHASERS, LLC	25-00835	#GC 29001 March Services	758.35	0.00	
				2,275.01		
5-01-20-100-000-209	ADMINISTRATION Professional Services					
SUREN005	SURENIAN, EDWARDS, BUZAK &	25-00680	January Fees Affordable Hsg.	4,302.00	0.00	
KYLEM005	KYLE MCMANUS ASSOCIATES LLC	25-00726	Invoice 6775 Council General	1,290.00	0.00	
POLIC010	POLICYFIND, LLC	25-00764	Invoice 32691 Time & Materials	14.36	0.00	
CGPHL005	CGP&H, LLC	25-00833	INVOICE #53125 FEBRUARY 2025	608.00	0.00	
CGPHL005	CGP&H, LLC	25-00834	INVOICE #53126 HOUSING REHAB	950.00	0.00	
				7,164.36		

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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
5-01-20-100-000-211 KEPSPR KEPWEL SPRING WATER	ADMINISTRATION Water	25-00700	ACCT #117290 FEBRUARY 2025	620.50	0.00	
	Extd Total: ADMINISTRATION			10,059.87		
	Department Total: ADMINISTRATION			10,059.87		
Department: CENTRAL FUNCTIONS						
Extd: CENTRAL FUNCTIONS						
5-01-20-115-000-299 UNIPAR UNITED PARCEL SERVICE, INC.	CENTRAL FUNCTIONS Misc.	25-00768	Invoice 210F98105 Postage	27.70	0.00	
	Extd Total: CENTRAL FUNCTIONS			27.70		
	Department Total: CENTRAL FUNCTIONS			27.70		
Department: MUNIC CLERK						
Extd: MUNICIPAL CLERK						
5-01-20-120-000-202 CRAPRI CRAFTMASTER PRINTING, INC.	MUNICIPAL CLERK Office Supplies	25-00682	Registrar Supplies	140.00	0.00	
5-01-20-120-000-217 GANNE005 GANNETT NEW YORK/NEW JERSEY	MUNICIPAL CLERK Ads&Promotion	25-00688	Ordinance Introductions	129.84	0.00	
THECOA THE NEW COASTER, LLC		25-00823	#10057 Ordinance Adoptions	138.86	0.00	
				268.70		
5-01-20-120-000-238 PLOSIO05 PLOSIA COHEN, LLC	MUNICIPAL CLERK Contractual	25-00704	Invoice #54365 FEBRUARY 2025	1,610.00	0.00	
5-01-20-120-000-291 GENER010 GENERAL CODE, LLC	MUNICIPAL CLERK Codification Ordinances	25-00592	INV #PG000039993 SUPPLEMENT #8	2,688.00	0.00	
	Extd Total: MUNICIPAL CLERK			4,706.70		
	Department Total: MUNIC CLERK			4,706.70		
Department: FINANCE						
Extd: FINANCIAL ADMINISTRATION						
5-01-20-130-000-205 GANNE005 GANNETT NEW YORK/NEW JERSEY	FINANCE Ads	25-00649	NOTICE OF INTENT TO AWARD	64.04	0.00	
5-01-20-130-000-206 MUNCAP MUNICIPAL CAPITAL CORPORATION	FINANCE Copier	25-00721	#40057114 Payment #60 of 60	1,561.45	0.00	
5-01-20-130-000-209 GREFIN GREATAMERICA FINANCIAL SVCS.	FINANCE Fees	25-00693	Invoice #38634335 - April 2025	339.50	0.00	
	Extd Total: FINANCIAL ADMINISTRATION			1,964.99		
	Department Total: FINANCE			1,964.99		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: COMPUTER MIS						
Extd: COMPUTERIZED DATA PROCESSING						
5-01-20-140-000-222	COMPUTER DATA PROC Software Lic.					
CONCON	CONSTANT CONTACT, INC.	25-00761	#7XGSL9DAB6525 2025 Renewal	2,214.30	0.00	
	Extd Total: COMPUTERIZED DATA PROCESSING			2,214.30		
	Department Total: COMPUTER MIS			2,214.30		
Department: APTV						
Extd: CABLE TV ADVISORY COMMITTEE						
5-01-20-162-000-202	APTV Equipment					
JERACC	JERSEY ACCESS GROUP	25-00765	INV #1144 JAG Awards	270.00	0.00	
	Extd Total: CABLE TV ADVISORY COMMITTEE			270.00		
	Department Total: APTV			270.00		
	CAFR Total:			19,243.56		
Department: Planning Department						
Extd: Planning Department						
5-01-21-179-000-209	PLANNINF DEPT. Planning Board Fees					
JACSER	JACK A. SERPICO	25-00755	ZB & PB LEGAL SVS	900.00	0.00	
5-01-21-179-000-210	PLANNING DEPT. Zoning Board Fees					
JACSER	JACK A. SERPICO	25-00755	ZB & PB LEGAL SVS	747.50	0.00	
	Extd Total: Planning Department			1,647.50		
	Department Total: Planning Department			1,647.50		
	CAFR Total:			1,647.50		
Department: LIAB INSURANCE						
Extd: LIABILITY INSURANCE						
5-01-23-210-000-209	LIABILITY INSURANCE Fees					
PMACOM	PMA MANAGEMENT CORPORATION	25-00811	Feb 2025 Billing Statements	53,305.62	0.00	
	Extd Total: LIABILITY INSURANCE			53,305.62		
	Department Total: LIAB INSURANCE			53,305.62		
Department: WORKERS COMP						
Extd: WORKER'S COMPENSATION						
5-01-23-215-000-209	WORKER'S COMPENSATION Fees					
PMACOM	PMA MANAGEMENT CORPORATION	25-00811	Feb 2025 Billing Statements	98,493.04	0.00	
	Extd Total: WORKER'S COMPENSATION			98,493.04		
	Department Total: WORKERS COMP			98,493.04		
	CAFR Total:			151,798.66		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: POLICE						
Extd: POLICE DEPARTMENT						
5-01-25-240-000-203	POLICE Motor Vehicle					
MELCOR	AP CARWASH AND OIL CHANGE	25-00735	PD CAR WASHES 12/3 TO 3/3/25	1,050.00	0.00	
5-01-25-240-000-215	POLICE Miscellaneous					
RICHA020	Richard Thomas	25-00837	flashlight replacement	154.95	0.00	
5-01-25-240-000-222	POLICE Training					
JOSPAN	PANGARO TRAINING & MANAGEMENT	25-00729	#3141 1/16 & 1/17 LT. DESHADER	299.00	0.00	
NJHIA	NJ HOMICIDE INVESTIGATORS	25-00730	#018 JUNE 9-13 DET MCGHEE	700.00	0.00	
				999.00		
5-01-25-240-000-276	POLICE: PAL Expenses					
COSTCO	COSTCO WHOLESALE	25-00324	safe sitter PAL event snacks	112.94	0.00	
AMAZ0005	AMAZON.COM SERVICES	25-00676	PAL Bowling supplies	186.90	0.00	
COSTCO	COSTCO WHOLESALE	25-00751	Candy for Parade PAL	97.94	0.00	
				397.78		
	Extd Total: POLICE DEPARTMENT			2,601.73		
	Department Total: POLICE			2,601.73		
Department: FIRE DEPT.						
Extd: FIRE DEPARTMENT						
5-01-25-265-000-203	FIRE DEPT. Motor Vehicle					
FISONS	FIS on Site Service LLC	25-00309	Blanket PO not to Exceed	338.09	0.00	B
5-01-25-265-000-206	FIRE DEPT. Purchase of Equipment					
TUR0UT	TURN OUT FIRE & SAFETY, INC.	25-00163	QUOTE#268236-RETIREMENT BADGE	176.00	0.00	
	Extd Total: FIRE DEPARTMENT			514.09		
	Department Total: FIRE DEPT.			514.09		
Department: PROSECUTOR						
Extd: MUNICIPAL PROSECUTOR						
5-01-25-275-000-202	PROSECUTOR Fees					
JAMBUT	JAMES N. BUTLER, JR.	25-00740	prosecutor feb 2025	3,900.00	0.00	
	Extd Total: MUNICIPAL PROSECUTOR			3,900.00		
	Department Total: PROSECUTOR			3,900.00		
	CAFR Total:			7,015.82		
Department: STREETS & ROAD						
Extd: STREETS & ROADS MAINTENANCE						
5-01-26-290-000-202	STREETS & ROAD Office Supplies					
GRAING	GRAINGER, INC.	25-00685	Time Delay Relay and Socket	183.87	0.00	
5-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
GPCNA091	GPC-NAPA AUTO PARTS	25-00101	VARIOUS PARTS BLANKET	324.35	0.00	B

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
5-01-26-290-000-203	STREETS & ROAD	Motor Vehicle	Continued			
THEHAR THE HARDWARE STORE		25-00102	VARIOUSPARTS/MECHANICS BLANKET	16.90	0.00	B
TRIOUS TRIUS, INC.		25-00294	HEAD/SALT SPREADER-# TRUCK 51	1,645.18	0.00	
EASAUT EASTERN AUTOPARTS WAREHOUSE		25-00430	VARIOUS PARTS BLANKET	3,089.72	0.00	B
CHEVAL CHERRY VALLEY TRACTOR SALES		25-00596	KUBOTA#02 LEFT FRONT DOOR	702.22	0.00	
TRIOUS TRIUS, INC.		25-00664	VARIOUS PARTS BLANKET	17.71	0.00	B
JESCO JESCO, INC.		25-00718	#HB4212 #23 JD BACKHOE REPAIRS	3,733.25	0.00	
				9,529.33		
5-01-26-290-000-212	STREETS & ROAD	Tools				
BARGS005 BARG'S LAWN & GARDEN SHOP		25-00652	Backpack Leaf Blowers	1,635.00	0.00	
GRAING GRAINGER, INC.		25-00665	Agri-Fab Hose Kit	287.28	0.00	
				1,922.28		
5-01-26-290-000-213	STREETS & ROAD	Safety Equipment				
GRAING GRAINGER, INC.		25-00643	Condor Coated Gloves	485.28	0.00	
5-01-26-290-000-218	STREETS & ROAD	Contract.Serv.				
LUCBRO LUCAS BROTHERS, INC.		25-00666	WESLEY LAKE EMERGENCY OUTFALL	25,000.00	0.00	
CINCOR CINTAS CORPORATION NO 2		25-00712	9310739212 FEB AED AGREEMENT	107.00	0.00	
SEAWEL SEABOARD WELDING SUPPLY, INC.		25-00713	#978129 cylinder hazmat charge	218.00	0.00	
STAVOLA STAVOLA ASPHALT COMPANY, INC.		25-00715	#351465 ASPHALT 2/24/25	105.57	0.00	
STAVOLA STAVOLA ASPHALT COMPANY, INC.		25-00777	#351805 ASPHALT 2/28/25	75.72	0.00	
				25,506.29		
			Extd Total: STREETS & ROADS MAINTENANCE	37,627.05		
			Department Total: STREETS & ROAD	37,627.05		
Department: SOLID WASTE						
Extd: SOLID WASTE COLLECTION						
5-01-26-305-000-209	SOLID WASTE	Fees				
DELDEM DELISA DEMOLITION, INC.		25-00710	#324239 TRASH FEES 2/17 - 2/28	21,232.03	0.00	
MASREC MAZZA RECYCLING SERVICES, LTD.		25-00771	Invoice #0001655892	380.49	0.00	
MAZMUL MAZZA MULCH, INC.		25-00772	#0001656614 BRUSH - MARCH	990.00	0.00	
MASREC MAZZA RECYCLING SERVICES, LTD.		25-00774	#0001654919 RECYCLING FEB 2025	7,782.05	0.00	
DELDEM DELISA DEMOLITION, INC.		25-00776	INVOICES #324159 & 324160 BULK	2,173.25	0.00	
DELDEM DELISA DEMOLITION, INC.		25-00807	#324405 & #324404 Const./Bulk	2,005.20	0.00	
				34,563.02		
			Extd Total: SOLID WASTE COLLECTION	34,563.02		
			Department Total: SOLID WASTE	34,563.02		
Department: BUILDING & GND						
Extd: BUILDINGS & GROUNDS						
5-01-26-310-000-203	BUILDING & GND	Misc. Hardware				
GRAING GRAINGER, INC.		25-00191	Misc Hardware	54.96	0.00	B
THEHAR THE HARDWARE STORE		25-00290	Misc Hardware	95.42	0.00	B
				150.38		
5-01-26-310-000-207	BUILDING & GND	Dog Station Supplies				
DOGWA005 DOG WASTE DEPOT		25-00196	Dog Waste Bags	1,329.40	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
5-01-26-310-000-210	BUILDING & GND Building Repairs					
FERENT	FERGUSON ENTERPRISES INC.	25-00197	Misc Plumbing Supplies	147.70	0.00	B
GRAING	GRAINGER, INC.	25-00574	Base Moulding	81.98	0.00	
				<u>229.68</u>		
5-01-26-310-000-218	BUILDING & GND Contract.Serv.					
AIRSYS	AIR SYSTEMS MAINTENANCE, INC.	25-00758	performed inspection 1/15/2025	4,336.00	0.00	
	Extd Total: BUILDINGS & GROUNDS			6,045.46		
	Department Total: BUILDING & GND			6,045.46		
	CAFR Total:			78,235.53		
Department: PUBLIC ASST						
Extd: SOCIAL SERVICES:						
5-01-27-345-000-213	SOCIAL SERVICES Client Assistance					
COSTCO	COSTCO WHOLESALE	25-00684	Client Assistance/supplies NTE	81.85	0.00	
	Extd Total: SOCIAL SERVICES:			81.85		
	Department Total: PUBLIC ASST			81.85		
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
5-01-27-350-000-202	SENIOR CENTER Util. and Service Contr.					
ATLFIR	ATLANTIC SECURITY & FIRE, INC.	25-00752	#28448 3/1-5/31/25 MONITORING	98.85	0.00	
5-01-27-350-000-206	SENIOR CENTER Equipment Purchases					
AMAZO005	AMAZON.COM SERVICES	25-00648	Coffee Brewers	431.98	0.00	
5-01-27-350-000-210	SENIOR CENTER Classes					
BODYB005	BODY BY BEY	25-00115	1Qtr Quote Jan, Feb, Mar 2025	600.00	0.00	B
5-01-27-350-000-299	SENIOR CENTER Misc.					
AMAZO005	AMAZON.COM SERVICES	25-00576	Trifold Paper Towels	146.84	0.00	
	Extd Total: SENIOR CENTER			1,277.67		
	Department Total: SENIOR CENTER			1,277.67		
	CAFR Total:			1,359.52		
Department: RECREATION						
Extd: RECREATION SERVICES & PROGRAM						
5-01-28-370-000-290	RECREATION Programs/Activities					
ORITRA	ORIENTAL TRADING CO., INC.	25-00525	Easter items 2025	3,643.96	0.00	
AMAZO005	AMAZON.COM SERVICES	25-00577	Easter egg hunt items	1,097.26	0.00	
				<u>4,741.22</u>		
	Extd Total: RECREATION SERVICES & PROGRAM			4,741.22		
	Department Total: RECREATION			4,741.22		
	CAFR Total:			4,741.22		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: LIGHTING						
Extd: LIGHT,HEAT,POW						
5-01-31-435-435-299 LIGHT, HEAT & POWER Misc.						
JCPL	JCPL	25-00695	Various Accounts 1/24-2/24	7,538.15	0.00	
NJAMER	N.J. AMERICAN WATER CO.	25-00799	Various Accounts 2/5-3/5	2,473.88	0.00	
NJAMER	N.J. AMERICAN WATER CO.	25-00803	Various Accounts 2/5-3/5	686.14	0.00	
				<u>10,698.17</u>		
Extd Total: LIGHT,HEAT,POW				10,698.17		
Extd: STREET/TRAFFIC						
5-01-31-435-436-299 STREET&TRAFFIC LIGHTING Misc.						
JCPL	JCPL	25-00695	Various Accounts 1/24-2/24	6,045.96	0.00	
JCPL	JCPL	25-00783	#200 000 001 293 Master Acct	1,150.91	0.00	
				<u>7,196.87</u>		
Extd Total: STREET/TRAFFIC				7,196.87		
Department Total: LIGHTING				17,895.04		
Department: TELEPHONE						
Extd: TELEPHONE						
5-01-31-440-000-299 TELEPHONE Misc.						
MONINT	MONMOUTH INTERNET CORPORATION	25-00703	INVOICE #358986-M MARCH 2025	4,924.09	0.00	
VERZON	VERIZON BUSINESS	25-00784	#152-069-551-0001-78 3/4-4/3	124.99	0.00	
				<u>5,049.08</u>		
Extd Total: TELEPHONE				5,049.08		
Department Total: TELEPHONE				5,049.08		
Department: GASOLINE						
Extd: GASOLINE						
5-01-31-460-000-299 GASOLINE Misc.						
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	25-00714	#804334 UNLEADED FUEL 2/19/25	4,231.48	0.00	
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	25-00778	INV #812365 DIESEL FUEL 2/27	1,850.09	0.00	
				<u>6,081.57</u>		
Extd Total: GASOLINE				6,081.57		
Department Total: GASOLINE				6,081.57		
CAFR Total:				29,025.69		
Department: PFRS						
Extd: POLICE & FIRE RETIREMENT SYSTEM(PFRS)						
5-01-36-475-000-299 PFRS Misc.(IN CAP)						
POLFIR	POLICE&FIREMAN'S RETIREMENT	25-00836	2025 PFRS Contribution	6,047,246.00	0.00	
Extd Total: POLICE & FIRE RETIREMENT SYSTEM(PFRS)				6,047,246.00		
Department Total: PFRS				6,047,246.00		
CAFR Total:				6,047,246.00		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: MUNIC COURT Extd: MUNICIPAL COURT						
5-01-43-490-000-245	MUNIC COURT Interpreter					
BEACRA	BEATRIZ C. CRANEY	25-00343	#39795 court interpreter 1/17	332.50	0.00	
LANGU005	LANGUAGE SERVICES ASSOCIATES	25-00737	#S-INV155278 FEB 2025	156.25	0.00	
				488.75		
	Extd Total: MUNICIPAL COURT			488.75		
	Department Total: MUNIC COURT			488.75		
Department: PUBLIC DEFEND. Extd: PUBLIC DEFENDER						
5-01-43-495-000-021	Fees					
GREER005	GREER LAW FIRM	25-00736	alt pub def feb 2025	500.00	0.00	
THELA010	THE LAW OFFICE OF MATTHEW SAGE	25-00738	public defender feb 2025	1,000.00	0.00	
				1,500.00		
	Extd Total: PUBLIC DEFENDER			1,500.00		
	Department Total: PUBLIC DEFEND.			1,500.00		
	CAFR Total:			1,988.75		
	Fund Total: CURRENT			6,342,302.25		
Fund: BEACH Department: UTILITY OE Extd: BEACH UTILITY O/E: OTHER EXPENSES:						
5-05-55-502-000-211	BEACH UTILITY O/E: Light & Power					
JCPL	JCPL	25-00695	Various Accounts 1/24-2/24	449.47	0.00	
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			449.47		
	Department Total: UTILITY OE			449.47		
	CAFR Total:			449.47		
	Fund Total: BEACH			449.47		
Fund: TRANSPORTATION UTILITY: BUDGET: Department: UTILITY OE Extd: TRANS.UTILITY O/E: OTHER EXPENSES:						
5-06-55-502-000-202	TRANS.UTILITY O/E: Office Supplies					
KEPSPR	KEPWEL SPRING WATER	25-00700	ACCT #117290 FEBRUARY 2025	12.00	0.00	
5-06-55-502-000-205	TRANS.UTILITY O/E: Enforcement Supply					
PASPOR	PASSPORT LABS, INC.	25-00832	Parking Enforcement Software25	5,741.28	0.00	
5-06-55-502-000-208	TRANS.UTILITY O/E: Parking Permits					
PASPOR	PASSPORT LABS, INC.	25-00838	INV1051864 Feb Permit Fees	887.00	0.00	
5-06-55-502-000-212	TRANS.UTILITY O/E: Parking Meter Supply					
IPSGRO	IPS GROUP, INC.	25-00699	INV107770 Feb 2025 DMS Fees	7,827.00	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
5-06-55-502-000-213	TRANS.UTILITY O/E: Mobile App Fees					
PARKM005	PARKMOBILE USA, LLC	25-00828	INV940010 Feb Trans Fees	6,677.60	0.00	
PAYBY005	PAYBYPHONE US, INC.	25-00831	INVUS1603 Feb25 Trans Fees	<u>312.80</u>	0.00	
				6,990.40		
5-06-55-502-000-217	TRANS.UTILITY O/E: Equipment					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	25-00721	#40057114 Payment #60 of 60	161.68	0.00	
	Extd Total: TRANS.UTILITY O/E: OTHER EXPENSES:			21,619.36		
	Department Total: UTILITY OE			21,619.36		
	CAFR Total:			21,619.36		
	Fund Total: TRANSPORTATION UTILITY: BUDGET:			21,619.36		
Fund:	SEWER UTILITY: BUDGET:					
Department:	UTILITY OE					
Extd:	SEWER UTILITY O/E: OTHER EXPENSES:					
5-07-55-502-000-205	SEWER UTILITY O/E: Repairs					
STESUP	STEVENSON SUPPLY CO.,INC.	25-00644	90 replacement for sludge tank	541.63	0.00	
5-07-55-502-000-209	SEWER UTILITY O/E: Fees					
LYONS005	LYONS ENVIRONMENTAL SERVICES	25-00711	#APSA0225 WWTP TESTING FEB	1,433.00	0.00	
TREREV	TREASURER STATE OF NEW JERSEY	25-00824	#25018280 Environmental Lab	<u>835.00</u>	0.00	
				2,268.00		
5-07-55-502-000-211	SEWER UTILITY O/E: Light & Power					
JCPL	JCPL	25-00695	Various Accounts 1/24-2/24	24,000.17	0.00	
NJAMER	N.J. AMERICAN WATER CO.	25-00799	Various Accounts 2/5-3/5	<u>56.61</u>	0.00	
				24,056.78		
5-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
KEPSPR	KEPWEL SPRING WATER	25-00700	ACCT #117290 FEBRUARY 2025	12.00	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	25-00721	#40057114 Payment #60 of 60	82.58	0.00	
AIRSYS	AIR SYSTEMS MAINTENANCE, INC.	25-00758	performed inspection 1/15/2025	<u>3,139.00</u>	0.00	
				3,233.58		
5-07-55-502-000-220	SEWER UTILITY O/E: Accounting					
NJAMER	N.J. AMERICAN WATER CO.	25-00762	#4000300435 MARCH 2025	406.22	0.00	
5-07-55-502-000-224	SEWER UTILITY O/E: Sludge Removal					
RUSREI	RUSSELL REID WASTE HAULING &	25-00773	#0007000518 - FEBRUARY 2025	50,319.36	0.00	
PASVAL	PASSAIC VALLEY SEWERAGE COM.	25-00809	Invoice #524597 February 2025	<u>20,884.50</u>	0.00	
				71,203.86		
5-07-55-502-000-231	SEWER UTILITY O/E: Lab Supplies					
USABLU	USA BLUEBOOK	25-00694	pH standards (for lab)	148.64	0.00	
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			101,858.71		
	Department Total: UTILITY OE			101,858.71		

Attachment: Bill List 3-26-25 (2025-159 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: SEWER ACCTS.PAYABLE						
Extd: SEWER ACCTS.PAYABLE						
5-07-55-526-000-000	SEWER ACCTS.PAYABLE					
CDMSM005 CDM SMITH INC.		23-03150	WWTP PHASE I DESIGN SERVICES	213,181.43	0.00	B
	Extd Total: SEWER ACCTS.PAYABLE			213,181.43		
	Department Total: SEWER ACCTS.PAYABLE			213,181.43		
	CAFR Total:			315,040.14		
	Fund Total: SEWER UTILITY: BUDGET:			315,040.14		
	Year Total:			6,679,411.22		
Fund: GENERAL CAPITAL FUND BUDGET:						
Ord. 2024-26 Various Veh. & Cap. Equip.						
C-04-55-998-186-003	Vehicles & Equip. IT					
GRAING GRAINGER, INC.		25-00590	PD Electric Strike	1,222.40	0.00	
	Extd Total: Ord. 2024-26 Various Veh. & Cap. Equip.			1,222.40		
	Department Total:			1,222.40		
	CAFR Total:			1,222.40		
	Fund Total: GENERAL CAPITAL FUND BUDGET:			1,222.40		
	Year Total:			1,222.40		
Fund: GRANT FUND BUDGET:						
G-02-43-883-017-200	NJ DOT Transportation Alternatives					
NJDOT NJ DEPT. OF TRANSPORTATION		25-00826	Permit No: M-71-C-36526-2023	130.00	0.00	
	Extd Total:			130.00		
	Department Total:			130.00		
G-02-43-956-022-217	Opiod Settlement Funds					
COSTCO COSTCO WHOLESALE		25-00684	Client Assistance/supplies NTE	81.84	0.00	
	Extd Total:			81.84		
	Department Total:			81.84		
G-02-43-974-023-200	UEZ Micro-Business Lease Assistance					
PULPA005 PULP ASBURY, LLC		24-02933	\$1205.40 BLANKET-LEASE SUBSIDY	200.90	0.00	B
WOLFE005 WOLFE & KRON CORPORATION		24-03097	BLANKET FOR LEASE SUB \$1867.20	311.20	0.00	B
CONFEO05 CONFECTIONS OF A ROCKSTAR LLC		25-00435	LEASE SUBSIDY BLANKET \$2976	496.00	0.00	B
				1,008.10		
	Extd Total:			1,008.10		
	Department Total:			1,008.10		

Attachment: Bill List 3-26-25 (2025-159 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
G-02-43-982-024-200	Redevelopers Contribution					
INSPSY	INSTITUTE FOR FORENSIC	25-00686	#21966 PSYCH EVALUATIONS FEB	3,300.00	0.00	
	Extd Total:			3,300.00		
	Department Total:			3,300.00		
	CAFR Total:			4,519.94		
	Fund Total: GRANT FUND BUDGET:			4,519.94		
	Year Total:			4,519.94		
Fund:	ANIMAL CONTROL FUND BUDGET:					
T-12-56-850-000-801	Reserve for Animal Control					
NJDEPH	NJ DEPT.HEALTH/SNR.SERV.	25-00727	Dog State Report 02/2025	132.60	0.00	
	Extd Total:			132.60		
	Department Total:			132.60		
	CAFR Total:			132.60		
	Fund Total: ANIMAL CONTROL FUND BUDGET:			132.60		
Fund:	COMMUNITY DEVELOPMENT BLK GRANT BUDGET:					
Extd:	2024 CDBG 24-MC-83-850-850-000					
T-17-83-850-850-001	2024 Administration					
CRAPRI	CRAFTMASTER PRINTING, INC.	25-00157	Posters for First Fridays	90.00	0.00	
CRAPRI	CRAFTMASTER PRINTING, INC.	25-00670	Business Cards	45.00	0.00	
CRAPRI	CRAFTMASTER PRINTING, INC.	25-00683	200 Colored Copies	70.00	0.00	
CRAPRI	CRAFTMASTER PRINTING, INC.	25-00724	Easter Fliers	201.00	0.00	
CRAPRI	CRAFTMASTER PRINTING, INC.	25-00741	Colored Copy 200 fliers	167.00	0.00	
				573.00		
T-17-83-850-850-003	2024 Community Events					
AMAZ0005	AMAZON.COM SERVICES	25-00651	Food trays for Easter Egg Hunt	29.75	0.00	
ORITRA	ORIENTAL TRADING CO., INC.	25-00653	Easter Egg Hunt Supplies	7.11	0.00	
				36.86		
	Extd Total: 2024 CDBG 24-MC-83-850-850-000			609.86		
	Department Total:			609.86		
	CAFR Total:			609.86		
	Fund Total: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:			609.86		
Fund:	TRUST OTHER					
Department:	UEZ Funds					
Extd:	UEZ Funds					
T-20-56-861-000-005	UEZ 5 YEAR MASTER PLAN					
TOPOL005	TOPOLOGY NJ, LLC	24-02942	UEZ FIVE-YEAR MASTER PLAN	12,812.50	0.00	B
	Extd Total: UEZ Funds			12,812.50		
	Department Total: UEZ Funds			12,812.50		
	CAFR Total:			12,812.50		
	Fund Total: TRUST OTHER			12,812.50		

Attachment: Bill List 3-26-25 (2025-159 : Payment of Bills)

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-21-00-412-000-299	527 BANGS AVENUE(LINUS HOLDINGS CORP)					
CLACAN	CLARKE CATON HINTZ PC	25-00717	PB & ZB PROF SVS	310.00	0.00	
LEONS010	LEON S. AVAKIAN, INC.	25-00763	PB & ZB PRO SVS	<u>1,140.00</u>	0.00	
				1,450.00		
	Extd Total:			1,450.00		
	Department Total:			1,450.00		
T-21-00-496-000-299	316 MAIN STREET(316 MAIN AVENUE, LLC)					
CLACAN	CLARKE CATON HINTZ PC	25-00717	PB & ZB PROF SVS	310.00	0.00	
JACSER	JACK A. SERPICO	25-00755	ZB & PB LEGAL SVS	<u>850.00</u>	0.00	
				1,160.00		
	Extd Total:			1,160.00		
	Department Total:			1,160.00		
Department: B.A.N's						
T-21-00-521-000-299	637/701 LAKE AVENUE(DOUGLAS DEVELOPMENT)					
LEONS010	LEON S. AVAKIAN, INC.	25-00763	PB & ZB PRO SVS	855.00	0.00	
	Extd Total:			855.00		
	Department Total: B.A.N's			855.00		
T-21-00-542-000-299	503 8TH AVENUE(503 8TH AVE,LLC/P.SIEGEL)					
CLACAN	CLARKE CATON HINTZ PC	25-00717	PB & ZB PROF SVS	387.50	0.00	
LEONS010	LEON S. AVAKIAN, INC.	25-00763	PB & ZB PRO SVS	<u>1,690.00</u>	0.00	
				2,077.50		
	Extd Total:			2,077.50		
	Department Total:			2,077.50		
T-21-00-568-000-299	BL 4001(INSP.FEES)(AP BL 4001 VENTURE)					
LEONS010	LEON S. AVAKIAN, INC.	25-00763	PB & ZB PRO SVS	1,462.50	0.00	
	Extd Total:			1,462.50		
	Department Total:			1,462.50		
T-21-00-574-000-299	200 COOKMAN AVENUE(ASBURY PARTNERS, LLC)					
CLACAN	CLARKE CATON HINTZ PC	25-00717	PB & ZB PROF SVS	1,257.31	0.00	
	Extd Total:			1,257.31		
	Department Total:			1,257.31		
T-21-00-575-000-299	1509-1511 KINGSLEY(AP LUXURY APARTMENTS)					
CLACAN	CLARKE CATON HINTZ PC	25-00717	PB & ZB PROF SVS	190.00	0.00	
	Extd Total:			190.00		
	Department Total:			190.00		

Attachment: Bill List 3-26-25 (2025-159 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-581-000-299	512-514 SUMMERFIELD(SACKMAN ASSET MGMT)					
CLACAN CLARKE CATON HINTZ PC		25-00717	PB & ZB PROF SVS	620.00	0.00	
LEONS010 LEON S. AVAKIAN, INC.		25-00763	PB & ZB PRO SVS	3,400.00	0.00	
				<u>4,020.00</u>		
	Extd Total:			4,020.00		
	Department Total:			4,020.00		
T-21-00-593-000-299	BLOCK 4306(ASBURY PARTNERS, LLC)					
LEONS010 LEON S. AVAKIAN, INC.		25-00763	PB & ZB PRO SVS	2,647.50	0.00	
	Extd Total:			2,647.50		
	Department Total:			2,647.50		
T-21-00-597-000-299	407 LAKE AVE(INSF.FEES)(TOLL BROS.INC.)					
LEONS010 LEON S. AVAKIAN, INC.		25-00763	PB & ZB PRO SVS	1,442.50	0.00	
	Extd Total:			1,442.50		
	Department Total:			1,442.50		
T-21-00-600-000-299	1411 MEMORIAL DR(INS)(T.CALTABILOTA,LLC)					
LEONS010 LEON S. AVAKIAN, INC.		25-00709	ZB PROF SVS City by the Sea	1,428.75	0.00	
LEONS010 LEON S. AVAKIAN, INC.		25-00763	PB & ZB PRO SVS	1,086.25	0.00	
				<u>2,515.00</u>		
	Extd Total:			2,515.00		
	Department Total:			2,515.00		
T-21-00-607-000-299	637/701 LAKE AVE(PERF.BOND)(DOUGLAS DEV)					
CLACAN CLARKE CATON HINTZ PC		25-00717	PB & ZB PROF SVS	155.00	0.00	
	Extd Total:			155.00		
	Department Total:			155.00		
T-21-00-611-000-299	RESTAURANT ESCROW(209-213 4TH AVE.,LLC)					
CLACAN CLARKE CATON HINTZ PC		25-00707	PB PROF SVS	873.00	0.00	
	Extd Total:			873.00		
	Department Total:			873.00		
T-21-00-612-000-299	1206-1210 SPRINGWOOD(INTERFAITH NEIGH.)					
CLACAN CLARKE CATON HINTZ PC		25-00717	PB & ZB PROF SVS	155.00	0.00	
	Extd Total:			155.00		
	Department Total:			155.00		
T-21-00-613-000-299	201-203 EIGHTH AVENUE(K.HOVNANIAN)					
CLACAN CLARKE CATON HINTZ PC		25-00717	PB & ZB PROF SVS	930.00	0.00	
	Extd Total:			930.00		
	Department Total:			930.00		

Attachment: Bill List 3-26-25 (2025-159 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-614-000-299	614 COOKMAN AVENUE(INS)(614 COOKMAN,LLC)					
LEONS010	LEON S. AVAKIAN, INC.	25-00763	PB & ZB PRO SVS	80.00	0.00	
	Extd Total:			80.00		
	Department Total:			80.00		
T-21-00-617-000-299	1118 SUMMERFIELD AVE(MSA ARCHITECTS PRO)					
CLACAN	CLARKE CATON HINTZ PC	25-00766	ZB PRO SVS 91930	155.00	0.00	
THEBE005	THE BEEKMAN LAW FIRM, LLC	25-00767	ZB LEGAL SVS	467.50	0.00	
				<u>622.50</u>		
	Extd Total:			622.50		
	Department Total:			622.50		
T-21-00-620-000-299	711 BANGS AVENUE(725 MATTISON, LLC)					
CLACAN	CLARKE CATON HINTZ PC	25-00717	PB & ZB PROF SVS	1,162.50	0.00	
JACSER	JACK A. SERPICO	25-00755	ZB & PB LEGAL SVS	255.00	0.00	
LEONS010	LEON S. AVAKIAN, INC.	25-00763	PB & ZB PRO SVS	172.50	0.00	
				<u>1,590.00</u>		
	Extd Total:			1,590.00		
	Department Total:			1,590.00		
T-21-00-622-000-299	601 GRAND AVENUE(HOPE ACADEMY CHARTER)					
CLACAN	CLARKE CATON HINTZ PC	25-00717	PB & ZB PROF SVS	775.00	0.00	
LEONS010	LEON S. AVAKIAN, INC.	25-00763	PB & ZB PRO SVS	1,380.00	0.00	
				<u>2,155.00</u>		
	Extd Total:			2,155.00		
	Department Total:			2,155.00		
T-21-00-625-000-299	1206 COMSTOCK ST(1206 COMSTOCK AP,LLC)					
JACSER	JACK A. SERPICO	25-00755	ZB & PB LEGAL SVS	467.50	0.00	
	Extd Total:			467.50		
	Department Total:			467.50		
T-21-00-629-000-299	SUNSET SQUARE B4205(INSPEEES)(PHM,LLC)					
LEONS010	LEON S. AVAKIAN, INC.	25-00763	PB & ZB PRO SVS	657.50	0.00	
	Extd Total:			657.50		
	Department Total:			657.50		
T-21-00-632-000-299	AP TRANGLE2(BLOCK 3801)(ASBURY PARTNERS)					
CLACAN	CLARKE CATON HINTZ PC	25-00717	PB & ZB PROF SVS	683.30	0.00	
	Extd Total:			683.30		
	Department Total:			683.30		
T-21-00-633-000-299	614 5TH AVENUE(CHRIS VIOLA)					
CLACAN	CLARKE CATON HINTZ PC	25-00717	PB & ZB PROF SVS	465.00	0.00	

Attachment: Bill List 3-26-25 (2025-159 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-633-000-299	614 5TH AVENUE(CHRIS VIOLA)		Continued			
JACSER JACK A. SERPICO		25-00755	ZB & PB LEGAL SVS	170.00	0.00	
				635.00		
	Extd Total:			635.00		
	Department Total:			635.00		
T-21-00-634-000-299	301 EIGHTH AVENUE(KAREN J. MAY)					
CLACAN CLARKE CATON HINTZ PC		25-00717	PB & ZB PROF SVS	2,272.50	0.00	
LEONS010 LEON S. AVAKIAN, INC.		25-00763	PB & ZB PRO SVS	90.00	0.00	
				2,362.50		
	Extd Total:			2,362.50		
	Department Total:			2,362.50		
T-21-00-635-000-299	BLOCK 3802(ASBURY PARTNERS, LLC)					
CLACAN CLARKE CATON HINTZ PC		25-00717	PB & ZB PROF SVS	2,669.75	0.00	
	Extd Total:			2,669.75		
	Department Total:			2,669.75		
	CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET:			33,113.36		
	Fund Total: PLANNING & ZONING ESCROW FUND BUDGET:			33,113.36		
Fund:	CITY OF ASBURY PARK REDEVELOPMENT ESCROW					
T-48-56-850-000-830	216-218 3RD AVENUE(K.HOVNANIAN CO.,LLC)					
MARFAL MARAZITI FALCON, LLP		25-00671	PROFESSIONAL SERVICES RENDERED	227.50	0.00	
T-48-56-850-000-833	1201 MEMORIAL(DOUGLAS DEVELOPMENT CORP)					
KYLEM005 KYLE MCMANUS ASSOCIATES LLC		25-00726	Invoice 6775 Council General	435.00	0.00	
T-48-56-850-000-842	iSTAR-BLK 4001(AP BLK 4001 VENTURE, LLC)					
MARFAL MARAZITI FALCON, LLP		25-00671	PROFESSIONAL SERVICES RENDERED	97.50	0.00	
T-48-56-850-000-843	COVE AT ASBURY, THE(K.HOVNANIAN)					
MARFAL MARAZITI FALCON, LLP		25-00671	PROFESSIONAL SERVICES RENDERED	130.00	0.00	
T-48-56-850-000-850	115 4TH AVENUE(SOMERSET ASBURY PARK,LLC)					
MARFAL MARAZITI FALCON, LLP		25-00671	PROFESSIONAL SERVICES RENDERED	1,202.50	0.00	
T-48-56-850-000-856	1012 ASBURY AVE(SHARED EQUITIES CO.,LLC)					
KYLEM005 KYLE MCMANUS ASSOCIATES LLC		25-00726	Invoice 6775 Council General	15.00	0.00	
T-48-56-850-000-857	201 6TH/KINGLSEY(AP LUXURY APTS.&RESORT)					
MARFAL MARAZITI FALCON, LLP		25-00671	PROFESSIONAL SERVICES RENDERED	552.50	0.00	
T-48-56-850-000-862	1001 1ST AVENUE(ASBURY PARK FIRST)					
KYLEM005 KYLE MCMANUS ASSOCIATES LLC		25-00726	Invoice 6775 Council General	450.00	0.00	
T-48-56-850-000-864	701 EMORY STREET(JET RED AP, LLC)					
KYLEM005 KYLE MCMANUS ASSOCIATES LLC		25-00614	Invoice 6643 EALC Murnick	1,080.00	0.00	
DILW0005 DILWORTH PAXSON, LLP		25-00681	Invoice 619673 Sewall/Emory	3,694.43	0.00	

Attachment: Bill List 3-26-25 (2025-159 : Payment of Bills)

March 14, 2025
04:08 PM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-48-56-850-000-864 KYLEM005 KYLE MCMANUS ASSOCIATES LLC	701 EMORY STREET(JET RED AP, LLC) 25-00726 Invoice 6775 Council General		Continued	480.00 5,254.43	0.00	
T-48-56-850-000-868 MARFAL MARAZITI FALCON, LLP	201 2ND AVE(209-213 FOURTH AVE,LLC) 25-00671 PROFESSIONAL SERVICES RENDERED			260.00	0.00	
T-48-56-850-000-869 MARFAL MARAZITI FALCON, LLP	212-214 2ND AVENUE(BLOCK 3901 QOZF,LLC) 25-00671 PROFESSIONAL SERVICES RENDERED			422.50	0.00	
T-48-56-850-000-870 MARFAL MARAZITI FALCON, LLP	BLOCK 4306(ASBURY PARTNERS, LLC) DELTA 25-00671 PROFESSIONAL SERVICES RENDERED			975.00	0.00	
T-48-56-850-000-872 KYLEM005 KYLE MCMANUS ASSOCIATES LLC	614 COOKMAN(REC.STUDIO)(614 COOKMAN,LLC) 25-00380 Invoice 6290 614 Cookman			382.20	0.00	
T-48-56-850-000-874 MARFAL MARAZITI FALCON, LLP	MM BOARDWALK(MADISON MARQUETTE,LLC) 25-00650 Invoice 58850 MA Retail			2,818.47	0.00	
T-48-56-850-000-877 KYLEM005 KYLE MCMANUS ASSOCIATES LLC	705 SECOND AVENUE(CROSSROADS AT AP, LLC) 25-00726 Invoice 6775 Council General			405.00	0.00	
T-48-56-850-000-879 MARFAL MARAZITI FALCON, LLP	201-203 EIGHTH AVENUE(K.HOVNANIAN) 25-00671 PROFESSIONAL SERVICES RENDERED			130.00	0.00	
T-48-56-850-000-881 MARFAL MARAZITI FALCON, LLP	LOFTS @ KINGSLEY URBAN RENEWAL(K.HOV) 25-00671 PROFESSIONAL SERVICES RENDERED			260.00	0.00	
T-48-56-850-000-883 MARFAL MARAZITI FALCON, LLP	BLK 4004 108 3RD AVENUE(ASBURY PARTNERS) 25-00671 PROFESSIONAL SERVICES RENDERED			455.00	0.00	
T-48-56-850-000-884 MARFAL MARAZITI FALCON, LLP	AP TRANGLE2(BLOCK 3801)(ASBURY PARTNERS) 25-00671 PROFESSIONAL SERVICES RENDERED			650.00	0.00	
T-48-56-850-000-887 MARFAL MARAZITI FALCON, LLP	BLOCK 3802(ASBURY PARTNERS, LLC) 25-00671 PROFESSIONAL SERVICES RENDERED			7,759.11	0.00	
T-48-56-850-000-889 KYLEM005 KYLE MCMANUS ASSOCIATES LLC	810 SEWALL AVENUE(810 SEWALL AVENUE,LLC) 25-00726 Invoice 6775 Council General			555.00	0.00	
Extd Total:				23,436.71		
Department Total:				23,436.71		
CAFR Total:				23,436.71		
Fund Total: CITY OF ASBURY PARK REDEVELOPMENT ESCROW				23,436.71		
Year Total:				70,105.03		
Total Charged Lines: 357 Total List Amount: 6,837,858.94 Total Void Amount:				0.00		

Attachment: Bill List 3-26-25 (2025-159 : Payment of Bills)

Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT	4-01	82,600.35	0.00	0.00	82,600.35
CURRENT	5-01	6,342,302.25	0.00	0.00	6,342,302.25
BEACH	5-05	449.47	0.00	0.00	449.47
TRANSPORTATION UTILITY: BUDGET:	5-06	21,619.36	0.00	0.00	21,619.36
SEWER UTILITY: BUDGET:	5-07	315,040.14	0.00	0.00	315,040.14
Year Total:		6,679,411.22	0.00	0.00	6,679,411.22
GENERAL CAPITAL FUND BUDGET:	C-04	1,222.40	0.00	0.00	1,222.40
GRANT FUND BUDGET:	G-02	4,519.94	0.00	0.00	4,519.94
ANIMAL CONTROL FUND BUDGET:	T-12	132.60	0.00	0.00	132.60
COMMUNITY DEVELOPMENT BLK GRANT BUDGE	T-17	609.86	0.00	0.00	609.86
TRUST OTHER	T-20	12,812.50	0.00	0.00	12,812.50
PLANNING & ZONING ESCROW FUND BUDGET:	T-21	33,113.36	0.00	0.00	33,113.36
CITY OF ASBURY PARK REDEVELOPMENT ESC	T-48	23,436.71	0.00	0.00	23,436.71
Year Total:		70,105.03	0.00	0.00	70,105.03
Total Of All Funds:		6,837,858.94	0.00	0.00	6,837,858.94

March 26, 2025 Meeting

Balance Brought Forward from Total List Amount	\$ 6,837,858.94
NJ American Water (25-00696)	\$ 23,694.99
MGL Forms (25-00754)	\$ 341.50
Ada's Gojjo (25-00770)	\$ 160.00
Ari Marcus (25-00319)	\$ 12,674.83
Ari Marcus (25-00801)	\$ 517.08
CMRS-FP (25-00840)	\$ 2,500.00

Total: \$ 6,877,747.34



Individual Resolutions
Meeting of the Municipal Council
Wednesday, March 26, 2025
RESOLUTION SUMMARY

2025-160

To extend the statutory deadlines past the dates authorized by the Local Finance Board in order to extend our temporary budget.



RESOLUTION NO. 2025-160

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

RESOLUTION AUTHORIZING REVISIONS TO THE STATUTORY BUDGET DEADLINES AS PER THE LOCAL FINANCE BOARD LOCAL FINANCE NOTICE (LFN) 2024-20

Whereas, as the Local Finance Board has authorized revisions to the statutory budget deadlines as per Local Finance Notice LFN 2024-20 dated December 18, 2024;

Whereas, the revised dates allow municipalities to extend the statutory budget introduction date from February 10 to March 31, and the budget adoption date from March 20 to April 30, in Calendar Year 2025;

Whereas, the City of Asbury Park requires the introduction and adoption of its 2025 Budget be extended past the deadlines set in LFN 2024-20;

Now, therefore, be it resolved that the City of Asbury Park chooses to extend the dates for introduction and adoption to:

Budget Introduction Date: May 28, 2025

Budget Adoption Date : June 25, 2025

Be it Further Resolved that the temporary budget appropriations are hereby extended as may be necessary to accommodate this extension of the budget introduction and adoption dates;

I, ANTHONY CUCCI, 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. 2025-160 which was finally adopted by the City Council at a meeting held on the 26th day of March, 2025

CERTIFIED BY ME THIS 27th DAY OF March, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, March 26, 2025
RESOLUTION SUMMARY

2025-161

The Police Department has twelve weapons over 20 years of age and can't be sold that they would like to turn over to Eagle Point Gun for a \$2,700 account credit. Trading these guns will give the Firearms Unit the needed room in the armory and a credit for other necessary items needed from the vendor who is under NJ State contract for Law Enforcement Firearms Equipment and Supplies 17- FLEET-00721.



RESOLUTION NO. 2025-161

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

RESOLUTION AUTHORIZING THE DISPOSITION OF SURPLUS PROPERTY

WHEREAS, the City of Asbury Park has property that has exceeded their useful life and no longer serve the needs of the City of Asbury Park; and

WHEREAS, these items do not meet the definition of a Fixed Asset as they do not have an individual value of \$5,000.00 or more; and

WHEREAS, it is the desire of the Mayor and City Council to declare the property as surplus; and no longer needed for public use; and

WHEREAS, the Mayor and City Council hereby authorizes the Police Department to trade in twelve (12) Remington 870P pump action shotguns to Eagle Point Gun for two thousand seven-hundred-dollar (\$2,700.00) account credit.; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the City of Asbury Park do hereby authorize the trade in of shotguns for an account credit as they are no longer needed for municipal purposes and are hereby considered surplus.

I, ANTHONY CUCCI, 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. 2025-161 which was finally adopted by the City Council at a meeting held on the 26th day of March, 2025

CERTIFIED BY ME THIS 27th DAY OF March, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

Eagle Point Gun/T.J.Morris & Sons
 1707 Third Street
 Thorofare, New Jersey 08086
 PH 856-848-6945
 FX 856-384-2938
 EM majortjmorrisiii@comcast.net
 FEIN 80-0502006

28FEB25

Good evening Greg,

Pursuant to your below and attached Request, the following official written letterhead quotation is provided for trade-in credit for used weapons. The credit can be applied against anything that we sell. The credit assumes the weapons are in operational condition, contain all parts such as sights and lights, and the stocks and forearms are not cracked. You are responsible for getting the weapons here. We take any used rifle, shotgun, pistol, revolver, gas gun, flare gun, tranquilizer gun, line throwing gun, sword, bayonet, or BATF Form 1 or Form 5 transferable automatic weapon in trade for credit should you want to do any Spring cleaning of the armory. I am aware that the "new" Remington will not honor the warranty for any of the older weapons that they did not make.

Used 12ga. synthetic stock 3" chamber, pump action, Remington P-MAX shotguns with light @ \$225.00 each.

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

We sell Federal Cartridge ammunition, Speedwell Target paper/plastic/cardboard/metal targets, CCI/Speer ammunition, Hornady ammunition, PMC ammunition, Aguila ammunition, Dummy Training Rounds, Winchester and Lake City and RWS/RUAG and Focchi blank ammunition, Remington ammunition and firearms and firearms accessories, S&W firearms, Benelli firearms, Walther firearms, Heckler & Koch firearms, ALS/PACEM Less Lethal, Eagle Industries nylon gun cases and accessories, Blackhawk accessories, Gransfors Bruks axes, Peerless cuffs and irons, Holosun optics, EOTech gun sights, Aimpoint gun sights, Surefire lights, Hoppes, Break Free/CLP, Shooters Choice /Ventco Industries, Southern Bloomer, Outers, Seal One, Pro-Shot, and other items. We also take used weapons in trade for credit against everything that we sell. We're here when you need us.

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

Attachment: QUOTE EAGLE POINT GUN (2025-161 : Disposition of Surplus Property)

Tracy Lizardi

From: Gregory Parisi
Sent: Saturday, March 1, 2025 8:22 AM
To: Tracy Lizardi; Daniel Kowsaluk
Cc: JoAnn Boos
Subject: Re: Sell Department Property
Attachments: Eagle Point Remmington 870P 2025 Quote.docx

Follow Up Flag: Follow up
Flag Status: Flagged

Good morning, Tracey.

Attached is a trade in quote provided by Thomas Morris of Eagle Point Gun for the police department's Remmington Shotguns.

Eagle Point holds the NJ State contract, and as our primary ammunition supplier is willing to provide us with a credit (\$2,700 @ \$225 each) towards a future ammunition purchase.

Let me know what else is needed to move forward, thanks.

Respectfully,
 Sgt Gregory Parisi #246

From: Tracy Lizardi <Tracy.Lizardi@asburypark.gov>
Sent: Friday, February 21, 2025 11:22 AM
To: Gregory Parisi <Gregory.Parisi@asburyparkpd.gov>; Daniel Kowsaluk <Daniel.Kowsaluk@asburyparkpd.gov>
Cc: JoAnn Boos <JoAnn.Boos@asburypark.gov>
Subject: RE: Sell Department Property

Good morning,
 Spoke with the attorney and it will all depend on the amount.
 I also spoke with a couple of other QPA's and they have used Atlantic Tactical because they have the NJ State contract and quotes are not needed.
 Please let me know when you have some figures in hand so we can discuss the next steps.
 Thank you,
 Tracy

From: Tracy Lizardi
Sent: Thursday, February 20, 2025 12:47 PM
To: Gregory Parisi <Gregory.Parisi@asburyparkpd.gov>; Daniel Kowsaluk <Daniel.Kowsaluk@asburyparkpd.gov>
Cc: JoAnn Boos <JoAnn.Boos@asburypark.gov>
Subject: RE: Sell Department Property

Good afternoon Sgt, Parisi,
 I reached out to the attorney and awaiting a response.
 In the meantime, did the vendor provide you with anything regarding the amount of the trade-in credit proposed?

Attachment: QUOTE EAGLE POINT GUN (2025-161 : Disposition of Surplus Property)

If so, can you please forward that to me?

Thank you,

Tracy

From: Gregory Parisi <Gregory.Parisi@asburyparkpd.gov>

Sent: Friday, February 7, 2025 2:57 PM

To: Tracy Lizardi <Tracy.Lizardi@asburypark.gov>; Daniel Kowsaluk <Daniel.Kowsaluk@asburyparkpd.gov>

Cc: JoAnn Boos <JoAnn.Boos@asburypark.gov>

Subject: Re: Sell Department Property

Good afternoon, Tracy.

I located paperwork that we previously used in 2020 for selling firearms equipment (shotguns) which notated two quotes that were used.

2020-353 Resolution Authorizing the Disposition of Surplus Property was passed unanimously so unless anything has changed, I could use this as a template moving forward.

Let me know what else is needed and I'll forward everything over.

Respectfully,

Sgt. Gregory Parisi #246

From: Tracy Lizardi <Tracy.Lizardi@asburypark.gov>

Sent: Friday, February 7, 2025 12:17 PM

To: Daniel Kowsaluk <Daniel.Kowsaluk@asburyparkpd.gov>

Cc: Gregory Parisi <Gregory.Parisi@asburyparkpd.gov>; JoAnn Boos <JoAnn.Boos@asburypark.gov>

Subject: RE: Sell Department Property

Good afternoon,

My apologies for the delayed response. I do not recall assisting with this in the past.

Three quotes are needed when looking to "make" a purchase, I am not sure what the requirement is when looking to "sell" items.

Please let me know if you come up with any other information so this can get looked into further.

Thank you,

Tracy

From: Daniel Kowsaluk <Daniel.Kowsaluk@asburyparkpd.gov>

Sent: Monday, February 3, 2025 9:58 AM

To: Tracy Lizardi <Tracy.Lizardi@asburypark.gov>

Cc: Gregory Parisi <Gregory.Parisi@asburyparkpd.gov>

Subject: Sell Department Property

Tracy,

We are looking to sell 10 or 12 of our department shotguns because we no longer use them. I did this a few years ago with other weapons but I forget the process. Can you please tell me what I need to do to get this done. I believe we had to get quotes from Federal Firearms Licensed (FFL) dealers. Can you tell me if this correct and how many quotes we need. DC Thompson has approved this. I have Sergeant Gregory Parisi on this email because he is the supervising firearms instructor and he will be handling this. Thank you for the help.

Attachment: QUOTE EAGLE POINT GUN (2025-161 : Disposition of Surplus Property)

Dan

Captain Daniel Kowsaluk
Asbury Park Police Department
One Municipal Plaza
Asbury Park, NJ 07712

Tel: (732) 502-5719

Fax: (732) 775-3627

mailto: daniel.kowsaluk@cityofasburypark.com



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If you have received this communication in error, please notify me immediately by replying to this message and deleting it and all copies and backups thereof. Thank you.

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www.NextDoor.com

www.Nixle.com

APTVerizon Fios Ch. 30 & Optimum Ch. 77

Attachment: QUOTE EAGLE POINT GUN (2025-161 : Disposition of Surplus Property)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, March 26, 2025
RESOLUTION SUMMARY

2025-162

Resolution approving change order #7 for New Fire Department Headquarters in the total increased amount of \$274,261.17. This change order is for labor & materials to provide additional traffic signals and infrastructure, revisions to sitework, upgrades to the emergency generator and cost to extend insurance premiums to contract completion. Change order #7 results in a new contract amount of \$18,534,383.15.

**RESOLUTION NO. 2025-162**

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

**RESOLUTION APPROVING CHANGE ORDER #7 FOR THE NEW FIRE
DEPARTMENT HEADQUARTERS**

WHEREAS, the City Council of Asbury Park awarded a contract to Wallace Bros., Inc. on February 27, 2023 for a New Fire Department Headquarters via Resolution #2023-144; and

WHEREAS, the original contract amount approved by the City Council was in the sum of eighteen million eight-four thousand dollars (\$18,084,000.00); and

WHEREAS, the City has approved via Resolution 2023-471 Change Order #1 resulting in an additional amount of sixty-nine thousand seven hundred six dollars and thirty-one cents (\$69,706.31) to the contract; and

WHEREAS, the City has approved via Resolution 2023-525 Change Order #2 resulting in an additional amount of ten thousand six hundred thirty-one dollars and thirty-one cents (\$10,631.31) to the contract; and

WHEREAS, the City has approved via Resolution 2024-176 Change Order #3 resulting in an additional amount of twelve thousand six hundred six dollars and thirteen cents (\$12,606.13) to the contract; and

WHEREAS, the City has approved via Resolution 2024-217 Change Order #4 resulting in an additional amount of sixty-six thousand four hundred thirty-eight dollars and forty-five cents (\$66,438.45) to the contract; and

WHEREAS, the City has approved via Resolution 2024-356 Change Order #5 resulting in an additional amount of seventeen thousand six hundred fifty-five dollars and eight-four cents (\$17,655.84) to the contract; and

WHEREAS, the City has approved via Resolution 2024-515 Change Order #6 resulting in the reduced amount of nine hundred sixteen dollars and six cents (\$916.06) to the contract; and

WHEREAS, the City Engineer is requesting Change Order #7 in the amount of \$274,261.17 and represents an increase to the original contract sum with a new contract amount

of eighteen million five hundred thirty-four thousand three hundred eighty-three dollars and fifteen cents (\$18,534,383.15); and

WHEREAS, the change order represents labor and materials to provide additional traffic signals and infrastructure, labor and materials for revisions to sitework, labor and materials to upgrade the emergency generator and costs to extend insurance premiums to contract completion of the project; and

WHEREAS, the Chief Financial Officer has certified that funds are available in C-04-55-998-176-001 within the Capital Fund and the maximum dollar value of the pending change orders is as set forth in this resolution; and

WHEREAS, said certification has designated specifically the line-item appropriation(s) of the official budget to which the contract will be officially charged.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Asbury Park, County of Monmouth and State of New Jersey that Change Order 7 shall not exceed an increase in the amount of two hundred seventy-four thousand two hundred sixty-one dollars and seventeen cents (\$274,261.17).

BE IT FURTHER RESOLVED that the City Mayor is hereby authorized to execute Change Order Number 7 on behalf of the City of Asbury Park.

BE IT FURTHER RESOLVED that the contract between the parties referred to above shall be amended to reflect the changes approved herein.

BE IT FURTHER RESOLVED that a certification of availability of funds shall be attached to the original copy of this resolution and kept in the files of the City Clerk.

BE IT FURTHER RESOLVED that a copy of this Resolution be provided the CFO, Wallace Bros., Inc., City Engineer, Acting City Manager and Director of Purchasing.

I, ANTHONY CUCCI, 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. 2025-162 which was finally adopted by the City Council at a meeting held on the 26th day of March, 2025

CERTIFIED BY ME THIS 27th DAY OF March, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

AIA® Document G731™ – 2019
Change Order, Construction Manager as Adviser Edition

PROJECT: (name and address)
New Asbury Park Fire Department
Headquarters

CONTRACT INFORMATION:
Contract For:
General Construction
Date: May 5, 2023

CHANGE ORDER INFORMATION:
Change Order Number: 007
Date: 3/10/2025

OWNER: (name and address)
The City of Asbury Park
One Municipal Plaza, Asbury Park, NJ 07712

ARCHITECT: (name and address)
Shore Point Architecture, PA
108 South Main Street, Ocean Grove, NJ 07756

CONTRACTOR: (name and address)
Wallace Brothers, Inc.
400 Chambers Bridge Road, Brick, NJ 08723

CONSTRUCTION MANAGER: (name and address)
T&M Associates
1144 Hooper Avenue, Suite 202, Toms River, NJ 08753

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Change Order includes costs as described below and in the attached approved PCO Numbers:

#26R-4	Labor and material to provide additional traffic signal equipment and infrastructure as required by Monmouth County Engineering. Includes material and labor escalation due to delayed approval by Monmouth County Engineering.	\$237,475.63
#27R-2	Labor and material for revisions to the sitework including additional concrete and stone, a metal stair at door 119A, demolition of existing light poles, and credits for work not required.	\$ 22,225.38
#30	Cost to extend the Builder's Risk Insurance premium extension to 08/31/25.	\$ 8,069.14
#31R	Labor and materials to upgrade the emergency generator concrete pad. Includes a credit for the pad included in the contract documents.	\$ 6,491.02
N/A	Extend the contract duration 08/13/25 for building completion. Final contract duration to be verified upon Memorial Drive and signal availability. No costs at this time. Costs to be finalized with completion schedule.	\$ 0.00

All of the above are expressly incorporated herein and are made a part hereof

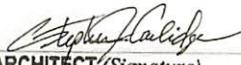
The original was	\$ 18,084,000.00
Net change by previously authorized Change Orders	\$ 176,121.98
The Contract Sum prior to this Change Order was	\$ 18,260,121.98
The Contract Sum will be increased by this Change Order in the amount of	\$ 274,261.17
The new Contract Sum including this Change Order will be	\$ 18,534,383.15

The Contract time will be increased by One hundred ninety six (196) days.
The Contractor's Work shall be substantially complete on 08/13/25.

NOTE:

This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONSTRUCTION MANAGER, CONTRACTOR, AND OWNER.



ARCHITECT (Signature)

 BY: Shore Point Architecture, PA
 (Printed name, title, and license number if required)

3/14/25

Date



 CONTRACTOR (Signature)
 BY: Wallace Brothers, Inc.
 (Printed name and title)

3.14.25

Date



CONSTRUCTION MANAGER (Signature)

 BY: T&M Associates
 (Printed name and title)

03/14/25

Date

OWNER (Signature)

 BY: The City of Asbury Park
 (Printed name and title)

Date

Wallace Bros Inc.**CHANGE ORDER REQUEST****No. 26R-4**400 Chambers Bridge Road
Brick, NJ 08742

Phone: 732 295 9340

TITLE: Traffic Signal Work Final**DATE:** 02/27/2025**PROJECT:** Asbury Park Fire House**JOB:** ASPK-00781**TO:** Attn: John Hayes
Deputy City Manager
City of Asbury Park**CONTRACT NO:** 0100

Asbury Park, NJ 07712

Phone:

Fax:

RE:**To:****From:****Number:****DESCRIPTION OF PROPOSAL**

Revised Traffic Signal Work Based on Bulletins #1 thru #6 and County Comments Received on 7/22/24 and T&M Comments Received on 12/10/24 & 1/7/25 & 2/25/25 and Teams Meeting on 1/29/25

Item	Description	Stock #	Quantity	Units	Unit Price	Tax Rate	Tax Amount	Net Amount
00001	Traffic Signal Subcontractor (backup attached)		1.000		\$207,898.90	0.00%	\$0.00	\$207,898.90
00002	Site contractor (backup attached)		1.000		\$2,722.50	0.00%	\$0.00	\$2,722.50

Unit Cost: \$210,621.40

Unit Tax: \$0.00

Total: \$210,621.40**Subtotal:** \$210,621.40**Description Markup Percent Markup Amount**

Bond 2.50% \$5,265.54

Subtotal 0.00% \$215,886.94

Overhead & Profit 10.00% \$21,588.69

Total Cost: \$237,475.63**APPROVAL:****By:**

John Hayes, Deputy City Manager

By:

Steve Wallace

Date:**Date:**

Pat Maggio & Son Electric, Inc.

3520 HIGHWAY 43 SUITE G
 NEPTUNE, NJ 07755
 PHONE 732-922-2800 FAX 732-922-2835
 OFFICE@MAGGIOELECTRIC.COM N.J. LIC#9686

TITLE: Proposed Change Order **PROPOSED CHANGE ORDER**
NO. 18
PROJECT: NAPFD **DATE:** 02/27/2025
 New Asbury Park Fire Dept. Headquarters
TO: Attn: Lou Renton
 Wallace Bros. Inc.
 400 Chambers Bridge Road
 Brick, NJ 08723 **SUBMITTED:** 02/12/2025
 Phone: 732-295-9340 **COMPLETED:**
 cc: Steve Wallace **REQUIRED:**

DESCRIPTION

Pat Maggio & Son Electric, Inc. agrees to perform all electric work for the above referenced project according to the plans & specifications, Bulletin 1-6 and base with labor & materials escalations. Traffic signal work.

*See attached Vendor proposal

Num Item	Description	Ref	Qty	Unit	Unit Price	Amount
1 Vendor	*See attached Allan Briteway Proposal		1.000	Each	633,999.00	633,999.00
2 Vendor	Base Bid Deduction		1.000	Each	-445,000.00	-445,000.00
Item Total:						\$188,999.00
10% Profit & Overhead:						\$18,899.80
Total:						\$207,898.80

APPROVAL

By: _____

By: _____

Date: _____

Date: _____

Attachment: CHANGE ORDER 7 FIRE HEADQUARTERS (2025-162 : Change Order #7 for Fire Department Headquarters)

From: Warren Degnaro
To: sparky@magickoelectric.com
Subject: RE: Asbury Park
Date: Thursday, February 27, 2025 10:32:23 AM
Attachments: Image001.png

Tony,

Before I create another revised estimate, please review my reply to the items mentioned;

- Item 23 I will reduce the quantity of the 5/c to 6,150'
- Item 24 I will reduce the quantity of the 7/c to 1680'
- Item 34- the luminaire count on ELP-1 sht 7 shows 4 luminaires on the block diagram and 3 on ELP-8 sht 8. I carried 4. Let me know.
- Item 35 The RRFB units are being disconnected and relocated.
- Item 37 (Bulletin 6) has the signage on the RRFB's being removed and replaced with larger signage. (Signs supplied by others) (not part of my original scope.)

My revised proposal calls for 30 days. We are approaching past due again. I cannot honor my quote past that timeframe. Please advise.

Best regards,

Warren Degnaro

 **allan briteway**
 electrical utility contractors, inc.

30A VREELAND ROAD, Suite 220, Florham Park, NJ 07932

Phone 973-295-5600 | Fax 973-781-1744 | Cell 732-620-2919

wdegnaro@allanbritewayutility.com

Visit www.allanbritewayutility.com

Attachment: CHANGE ORDER 7 FIRE HEADQUARTERS (2025-162 : Change Order #7 for Fire Department Headquarters)



Job ID

NEW ASBURY FIREHOUSE BASE + BULLETIN 1,2, & 6

Estimate #

RW-23-142-00 REVISION-2 - 2/8/25 WD

DATE:

ITEM	DESCRIPTION	QUANTITY	UNIT	TOTAL
0.00		0.00		
1.00	MAST ARM SIGN (HANG ONLY SIGN & BRACKET P.B.O.)	34		
2.00	1" RIGID METALLIC CONDUIT	20		
3.00	2" RIGID METALLIC CONDUIT	80		
4.00	3" RIGID METALLIC CONDUIT	655		
5.00	3" RIGID METALLIC CONDUIT	1,000		
6.00	16 X 85 JORDYON BOR	12		
7.00	FOUNDATION TYPE SFR	6		
8.00	FOUNDATION TYPE SFT	5		
9.00	FOUNDATION TYPE SPM-AC	2		
10.00	FOUNDATION TYPE R-AC	1		
11.00	FOUNDATION TYPE MCF	1		
12.00	METER CABINET TYPE Y	1		
13.00	METER CABINET TYPE TL	1		
14.00	GROUND WIRE # 8	1,760		
15.00	MULTIPLE LIGHTING WIRE # 8	1,050		
16.00	SERVICE WIRE # 6	330		
17.00	CONTROLLER 3 PHASE W/ BATTERY BACK UP	1		
18.00	CONTROLLER FLASHER ASSEMBLY	1		
19.00	TRAFFIC SIGNAL STANDARD ALUMINUM	7		
20.00	PEDESTRIAN SIGNAL STANDARD MO (12)	2		
21.00	TRAFFIC SIGNAL MAST ARM ALUMINUM	7		
22.00	TRAFFIC SIGNAL CABLE 2 CONDUCTOR	3,475		
23.00	TRAFFIC SIGNAL CABLE 6 CONDUCTOR	8,150		
24.00	TRAFFIC SIGNAL CABLE 7 CONDUCTOR	1,680		
25.00	TRAFFIC SIGNAL CABLE 10 CONDUCTOR	270		
26.00	TRAFFIC SIGNAL HEAD	21		
27.00	PEDESTRIAN SIGNAL HEAD	8		
28.00	PUSHBUTTON	8		
29.00	RADAR DETECTOR	2		
30.00	BLANK OUT SIGN	1		
31.00	CONTROLLER TURN ON	3		
32.00	GPS PREEMPTION SYSTEM	3		
33.00	LED MODULE	4		
34.00	LUMINAIRE	4		
35.00	UPGRADE P.E.D. SIGNAL FLASHER (P.O.P.B.) (SIGNS ARE P.B.O.)	2		
36.00	INTERCONNECT SYSTEM FOR 3 INTERSECTIONS	1		
37.00		0.00		
38.00		0.00		
39.00		0.00		
40.00		0.00		
41.00		0.00		
42.00		0.00		
43.00		0.00		
44.00		0.00		
45.00		0.00		
46.00		0.00		
47.00		0.00		
48.00		0.00		
49.00		0.00		
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66.00		0.00		
67.00		0.00		
68.00		0.00		
69.00		0.00		
70.00		0.00		
71.00		0.00		
72.00		0.00		
73.00		0.00		
74.00		0.00		
75.00		0.00		
76.00		0.00		
77.00		0.00		
78.00		0.00		
79.00		0.00		
80.00		0.00		
81.00		0.00		
82.00		0.00		
83.00		0.00		
84.00		0.00		
85.00		0.00		
86.00		0.00		
87.00		0.00		
88.00		0.00		
89.00		0.00		
90.00		0.00		
91.00		0.00		
92.00		0.00		
93.00		0.00		
94.00		0.00		
95.00		0.00		
96.00		0.00		
97.00		0.00		
98.00		0.00		
99.00		0.00		
100.00		0.00		
TOTAL				\$ 633,999

EXCLUSIONS:

DIRECTIONAL DRILLING FOR ROAD CROSSINGS.

TRAFFIC OFFICERS

MAINTENANCE AND PROTECTION OF TRAFFIC, SIGNAL DIRECTORS

AS BUILT DRAWINGS & INTERSECTION CERTIFICATIONS

SALES TAX

PREMIUM TIME / NIGHT WORK HOLIDAYS

PERMITS/BONDS, ADDITIONAL OR SPECIALTY INSURANCE.

REMOVAL/DISPOSAL OF HAZARDOUS MATERIALS AND UNDERGROUND UNFORSEEN STRUCTURES.

ENGINEERING FEES

SIGNS AND STRIPING

SURVEYING/LAYOUT

RESTORATION TO SIDEWALKS, PAVERS, CURBS, MILLING, FINAL PAVING

FURNISHING NEW SIGNS FOR RWB UNITS.

REPAIRS TO EXISTING EQUIPMENT.

CONDUIT CLEARING, RODDING, JETTING, REPAIRS AND OR REPLACEMENT TO.

UTILITY COMPANY RELOCATION WORK

QUALIFICATIONS:

HANGING OF MAST ARM SIGNS INCLUDED. HARDWARE IS P.B.O.

QUOTING ON UNITS AND LINEAR FEET. NOT LUMP SUM.

QUOTING ON A SINGLE MOBILIZATION

THIS QUOTE IS VALID FOR 30 DAYS.

EQUIPMENT DELIVERY IS APPROX. 34 WEEKS AFTER APPROVED SUBMITTALS ARE RETURNED.

GC TO PROVIDE FREE LAYDOWN AREA AND FREE DUMP SITE FOR SOIL AND EXCESS MATERIAL.

QUOTING ON EXISTING CONDUITS HAVING SPARE CAPACITY

REFERENCE: T&M DRAWINGS ELP-1 & 2 REV. 6 DATED 8/4/24

GC TO PROVIDE FREE CONCRETE WASH OUT

By:

Warren Degnaro

P.O. SAFETY - NEW SAFETY - No Home BAFE

All Work Completed by Employee

1000 Woodland Road, Suite 121, Rockton, PA 15080 • Tel: 724.286.0000 • Fax: 724.286.1200

Created: 12/08/2024 10:00AM

Attachment: CHANGE ORDER 7 FIRE HEADQUARTERS (2025-162 : Change Order #7 for Fire Department Headquarters)



974 Route 33 Freehold NJ 07728

January 3, 2025

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

Re: Asbury Park Fire Dept Headquarters

Change Order Request # 4

DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT
Traffic Signal Bulletin Work				
Revised per Engineer Comments				
Remove and replace 15sy of new sidewalk	15	SY	\$ 16500	\$ 2,475.00

Clarifications:

Foundation Removals not Included
Restoration of asphalt not Included

Total	\$ 2475.00
10% Profit	\$ 247.50
Change Order Total	<u>\$ 2722.50</u>

Approved By: _____

Signature: _____

Date of Acceptance: _____

Attachment: CHANGE ORDER 7 FIRE HEADQUARTERS (2025-162 : Change Order #7 for Fire Department Headquarters)

Wallace Bros Inc.**CHANGE ORDER REQUEST****No. 27R-2**400 Chambers Bridge Road
Brick, NJ 08742**Phone:** 732 295 9340**TITLE:** Bulletin #6 North Section**DATE:** 02/24/2025**PROJECT:** Asbury Park Fire House**JOB:** ASPK-00781**TO:** Attn: John Hayes
Deputy City Manager
City of Asbury Park**CONTRACT NO:** 0100

Asbury Park, NJ 07712

Phone:**Fax:****RE:****To:****From:****Number:****DESCRIPTION OF PROPOSAL**

Provide additional sitework at North Side Rear of Building required per revised Bulletin #6 civil drawing sheet 5 issued on 2/4/25

Item	Description	Stock #	Quantity	Units	Unit Price	Tax Rate	Tax Amount	Net Amount
00001	Site Contractor (backup attached)		1.000		\$16,038.00	0.00%	\$0.00	\$16,038.00
00002	Galvanized Steel Gratings Stairs & Railings at Door 119A (subcontractor backup attached)		1.000		\$7,026.50	0.00%	\$0.00	\$7,026.50
00003	Remove & dispose existing light poles and refeed the remaining light poles (subcontractor backup attached)		1.000		\$5,077.59	0.00%	\$0.00	\$5,077.59
00004	Credit for fencing eliminated at rear driveway		1.000		(\$4,750.00)	0.00%	\$0.00	(\$4,750.00)
00005	Credit for curb type retaining wall railing per Engineer's markup		1.000		(\$1,680.00)	0.00%	\$0.00	(\$1,680.00)
00006	Credit for Line Striping at Housing Authority Lot 1		1.000		(\$2,000.00)	0.00%	\$0.00	(\$2,000.00)

Unit Cost: \$19,712.09**Unit Tax:** \$0.00**Total:** \$19,712.09**Subtotal:** \$19,712.09**Description****Markup Percent****Markup Amount**

Wallace Bros Inc.**CHANGE ORDER REQUEST****No. 26R-2**400 Chambers Bridge Road
Brick, NJ 08742**Phone:** 732 295 9340

Bond	2.50%	\$492.80
Subtotal	0.00%	\$20,204.89
Overhead & Profit	10.00%	\$2,020.49
Total Cost:		\$22,225.38

APPROVAL:**By:**

John Hayes, Deputy City Manager

By:

Steve Wallace

Date:**Date:**



974 Route 33 Freehold NJ 07728

March 4, 2025

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

Re: Asbury Park Fire Dept Headquarters

Change Order Request # 12

<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXT</u>
Rear Concrete Bulletin #8				
3/4' Clean Stone Supply and Install	1	LS	\$ 1,955.00	\$ 1,955.00
4' Concrete Remove and Replace in Rear = 250 SY	1	LS	\$ 11,125.00	\$ 11,125.00
8" Thick Slab, Excavate and Install-All has to be carried back with a buggy	1	LS	\$ 1,500.00	\$ 1,500.00
Total				\$ 14,580.00
10% Profit & Overhead				\$ 1,458.00
Change Order Total				<u>\$ 16,038.00</u>

Approved By: _____

Signature: _____

Date of Acceptance: _____

Attachment: CHANGE ORDER 7 FIRE HEADQUARTERS (2025-162 : Change Order #7 for Fire Department Headquarters)

Pat Maggio & Son Electric, Inc.

3520 HIGHWAY 73 SUITE G
 NEPTUNE, NJ 07753
 PHONE 732-922-2800 FAX 732-922-2833
 OFFICE@MAGGIOELECTRIC.COM N.J. LIC49686

TITLE: Proposed Change Order**PROPOSED CHANGE ORDER**

PROJECT: NAPFD
 New Asbury Park Fire Dept. Headquarters

NO. 16**DATE:** 01/16/2025

TO: Attn: Lou Renton
 Wallace Bros. Inc.
 400 Chambers Bridge Road
 Brick, NJ 08723
 Phone: 732-295-9340

SUBMITTED:**COMPLETED:****REQUIRED:****DESCRIPTION**

Pat Maggio & Son Electric, Inc. agrees to perform all electric work for the above referenced project, we will refeed the remaining light poles. We will remove three (3) light poles and dispose.

Price does not include excavation or concrete base removal.

*See attached breakdown

Num	Item	Description	Ref	Qty	Unit	Unit Price	Amount
1	Materials	See attached takeoff		1.000	Each	1,527.81	1,527.81
2	Labor	LU400 FM		23.780	Hrs.	129.81	3,088.18
Item Total:							\$4,615.99
10% Profit & Overhead:							\$461.60
Total:							\$5,077.59

APPROVAL**By:** _____**By:** _____**Date:** _____**Date:** _____

Attachment: CHANGE ORDER 7 FIRE HEADQUARTERS (2025-162 : Change Order #7 for Fire Department Headquarters)

Job ID: JOB-0005
Project: APFH LIGHT POLE REMOVAL



Takeoff

Phase: FIXTURES

16 Jan 2025 10:49:38

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
10165	100.00	FT	M	1	PVC SCH 40				
20021	2.00	EA	M	1	GRC 90-DEG ELBOW	0.8660	86.60	0.0468	4.68
20023	2.00	EA	M	1	GRC 90-DEG ELBOW	0.0000	0.00	0.0000	0.00
20052	2.00	EA	M	1	GRC 90-ELBOW 24" R 1	10.7064	21.41	0.3500	0.70
31353	2.00	EA	M	1	PVC FEMALE ADAPTER	325.7400	251.39	0.4200	0.84
40043	0.32	OZ	M	OUNCE	PVC (GLUE) CEMENT	0.5165	1.03	0.1250	0.25
10002	10.00	FT	M	1	GRC	0.5276	0.17	0.0090	0.00
10562	2.00	EA	M	1	CONDUIT EMT/THREAD/REAM	6.3123	63.12	0.0490	0.49
30002	2.00	EA	M	1	GRC/IMC COUPLING	0.0000	0.00	0.1500	0.30
40129	2.00	EA	M	1	GROUND BUSHING INSULATED	2.9751	5.95	0.0150	0.03
70034	550.00	FT	M	10	THHN/THWN CU (STR)	5.2552	10.51	0.2500	0.50
400183	1.00	EA	M	15" x 24" x 18"	HANDHOLE STR WALL OPEN BOTTOM 22.5K	0.8893	489.12	0.0085	4.70
400165	1.00	EA	M	PT1324CG0009	HANDHOLE HEAVY-DUTY GASKETED COVER	392.4800	292.49	1.9000	1.90
400586	20.00	EA	M	10	WIRE TERMINATION LBR	205.9200	205.92	0.7000	0.70
130147	3.00	EA	M	5" x 14 FT	OUTDOOR LIGHTING POLE STL/ALUM	0.0000	0.00	0.1350	2.70
						0.0000	0.00	2.0000	6.00
Phase Totals:							1,527.81		23.79
Job Totals:							1,527.81		23.79

!Enter Company Name!

Phone:
Web:

Wallace Bros Inc.**CHANGE ORDER REQUEST****No. 00030**400 Chambers Bridge Road
Brick, NJ 08742**Phone:** 732 295 9340**TITLE:** Builders Risk Extension Premium**DATE:** 01/31/2025**PROJECT:** Asbury Park Fire House**JOB:** ASPK-00781**TO:** Attn: John Hayes
Deputy City Manager
City of Asbury Park**CONTRACT NO:** 0100

Asbury Park, NJ 07712

Phone:**Fax:****RE:****To:****From:****Number:****DESCRIPTION OF PROPOSAL**

Insurance Premium for Extension of Builders Risk Policy

Item	Description	Stock #	Quantity	Units	Unit Price	Tax Rate	Tax Amount	Net Amount
00001	Insurance Premium for Extension of Builders Risk Policy (backup attached)		1.000		\$8,069.14	0.00%	\$0.00	\$8,069.14

Unit Cost: \$8,069.14

Unit Tax: \$0.00

Total: \$8,069.14**APPROVAL:****By:**

John Hayes, Deputy City Manager

By:

Steve Wallace

Date:**Date:**



PO Box 10197, Jacksonville, FL 32247-0197

Date: Jan 16, 2025
 Policy No: EC78619087
 Policy Type: Zurich Builders Risk Large Commercial

Mail To:

WALLACE BROTHERS INC
 400 CHAMBERS BRG RD
 BRICK, NJ 08723-2806

D04127060000712_CRE

Policyholder and Risk Location

WALLACE BROTHERS INC
 200 MEMORIAL DRIVE
 ASBURY PARK, NJ 07712

For Policy Service

THE HILB GROUP OF NEW JERSEY, LLC
 101 EISENHOWER PARKWAY STE 400
 ROSELAND, NJ 07068
 Phone: +1 973 744 8500

For Billing Inquiries:

Visit our secure website at
BILL.USASSURE.COM
 or Call 855-872-7787

PREMIUM INVOICE

Prior Balance Including Fees	Premium & Fees	Payments & Adjustments	Minimum Due	Payment-In Full
\$0.00	\$8,069.14	\$0.00	\$8,069.14	\$8,069.14

Transactions Since Last Invoice

Transaction Date	Transaction Description	Transaction Amount	Minimum Due
	Past Due		\$0.00
Jan 16, 2025	Installment		\$8,069.14
Jan 16, 2025	Billing Fee		\$0.00
Jan 15, 2025	Renewal - PREMIUM	\$8,045.00	
Jan 15, 2025	Renewal - TAX	\$24.14	
See reverse side for additional billing information, terms and conditions and alternate payment options		Minimum Amount Due	\$8,069.14



Attachment: CHANGE ORDER 7 FIRE HEADQUARTERS (2025-162 : Change Order #7 for Fire Department Headquarters)

COMMERCIAL INLAND MARINE COVERAGE PART COVERAGE EXTENSION

ATTACH THIS ENDORSEMENT TO YOUR POLICY

POLICY NO. EC78619087	American Zurich Insurance Company										
NAMED INSURED WALLACE BROTHERS INC 400 CHAMBERS BRIDGE ROAD BRICK, NJ 08723	PRODUCER 12008173 THE HILB GROUP OF NEW JERSEY, LLC 101 EISENHOWER PARKWAY, STE 400 ROSELAND, NJ 07068										
POLICY PERIOD: From: 01/31/2025 To: 08/31/2025 12:01 A.M. Standard Time at Your Mailing Address Shown Above.											
IN RETURN FOR THE PAYMENT OF THE PREMIUM SHOWN BELOW, AND SUBJECT TO ALL THE TERMS OF THIS POLICY UNLESS OTHERWISE SPECIFIED, THE ABOVE NUMBERED POLICY IS RENEWED FOR THE TERM SHOWN ABOVE. CHANGES, IF ANY: BUILDERS RISK AND INSTALLATION COVERAGE DECLARATIONS, 40858, IS AMENDED TO READ AS FOLLOWS: 7. LIMITS OF INSURANCE <table style="width: 100%;"> <tr> <td style="width: 70%;">Property while at the "project site"</td> <td style="text-align: right;">\$18,261,038</td> </tr> <tr> <td>For all Covered Property</td> <td style="text-align: right;">\$18,261,038</td> </tr> <tr> <td>MINIMUM EARNED PREMIUM</td> <td style="text-align: right;">\$8,045</td> </tr> <tr> <td>New Jersey Property - Liability Insurance Guaranty Association Surcharge (.003%)</td> <td style="text-align: right;">\$24.14</td> </tr> </table> ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.				Property while at the "project site"	\$18,261,038	For all Covered Property	\$18,261,038	MINIMUM EARNED PREMIUM	\$8,045	New Jersey Property - Liability Insurance Guaranty Association Surcharge (.003%)	\$24.14
Property while at the "project site"	\$18,261,038										
For all Covered Property	\$18,261,038										
MINIMUM EARNED PREMIUM	\$8,045										
New Jersey Property - Liability Insurance Guaranty Association Surcharge (.003%)	\$24.14										
RENEWAL PREMIUM \$ 8,045		Payable: _____ at anniversary: _____									
_____ Authorized Representative Signature _____ Date											

Attachment: CHANGE ORDER 7 FIRE HEADQUARTERS (2025-162 : Change Order #7 for Fire Department Headquarters)

Wallace Bros Inc.**CHANGE ORDER REQUEST****No. 00031R**400 Chambers Bridge Road
Brick, NJ 08742

Phone: 732 295 9340

TITLE: Concrete Generator Pad**DATE:** 02/20/2025**PROJECT:** Asbury Park Fire House**JOB:** ASPK-00781**TO:** Attn: John Hayes
Deputy City Manager
City of Asbury Park**CONTRACT NO:** 0100

Asbury Park, NJ 07712

Phone:

Fax:

RE:**To:****From:****Number:****DESCRIPTION OF PROPOSAL**Provide labor and material for Reinforced Concrete Generator Pad 9" thick with 6" stone sub base per Bulletin #6 and Details
Provided on 1/30/25

Item	Description	Stock #	Quantity	Units	Unit Price	Tax Rate	Tax Amount	Net Amount
00001	Concrete Subcontractor (backup attached)		1.000		\$5,757.00	0.00%	\$0.00	\$5,757.00
							Unit Cost:	\$5,757.00
							Unit Tax:	\$0.00
							Total:	\$5,757.00
							Subtotal:	\$5,757.00
Description						Markup Percent	Markup Amount	
Bond						2.50%	\$143.93	
Subtotal						0.00%	\$5,900.93	
Overhead & Profit						10.00%	\$590.09	
							Total Cost:	\$6,491.02

APPROVAL:**By:**

John Hayes, Deputy City Manager

By:

Steve Wallace

Date:**Date:**

A.C. Pinto LLC

20 Roosevelt Ave.
East Brunswick NJ
08816

Estimate

Date	Estimate #
2/10/25	804R

Name / Address
Wallace Contracting 400 Chambersbridge Brick, NJ 08723

Project
200 Memorial Dr Asbury park, NJ 07712

Description	Qty	Rate	Total
Provide labor and material for Reinforced Concrete Generator Pad 9" thick with 6" stone sub base per Bulletin #6 and Detail Provided on 1/30/25			
Excavation Machine 1500 Operator 500	21 cy	\$75	\$1,575.00
Stone & Placement	8cy	\$85	\$ 680.00
Concrete Placement	11 cy	\$550	\$6,050.00
Rebar material	1ls	\$735	\$ 735.00
Rebar placement 2 men /4hrs	1ls	\$1,117	\$1,117.00
Formwork 2 men /4hrs	20cy	\$1,117	\$1,117.00
Backfill	1ls	\$200	\$ 200.00
Dispose excess	8cy	\$30	\$ 600.00
Credit for original pad (no details)	8cy	-\$550	-\$4,400.00
Credit for Formwork	Ls	-\$1,117	-\$1,117.00
Credit for Backfill	Ls	-\$200	-\$200.00
Credit for Dispose excess	8 cy	-\$30	-\$600.00
Phone (732) 904-8969		E-Mail acpintoconstruction@hotmail.com	
Total		\$5,757.00	

Attachment: CHANGE ORDER 7 FIRE HEADQUARTERS (2025-162 : Change Order #7 for Fire Department Headquarters)

Wallace Bros Inc.**CHANGE ORDER REQUEST****No. 26R-4**400 Chambers Bridge Road
Brick, NJ 08742**Phone:** 732 295 9340**TITLE:** Traffic Signal Work Final
PROJECT: Asbury Park Fire House
TO: Attn: John Hayes
Deputy City Manager
City of Asbury Park**DATE:** 02/27/2025
JOB: ASPK-00781
CONTRACT NO: 0100

Asbury Park, NJ 07712

Phone:**Fax:****RE:****To:****From:****Number:****DESCRIPTION OF PROPOSAL**

Revised Traffic Signal Work Based on Bulletins #1 thru #6 and County Comments Received on 7/22/24 and T&M Comments Received on 12/10/24 & 1/7/25 & 2/25/25 and Teams Meeting on 1/29/25

Item	Description	Stock #	Quantity	Units	Unit Price	Tax Rate	Tax Amount	Net Amount
00001	Traffic Signal Subcontractor (backup attached)		1.000		\$207,898.90	0.00%	\$0.00	\$207,898.90
00002	Site contractor (backup attached)		1.000		\$2,722.50	0.00%	\$0.00	\$2,722.50

Unit Cost: \$210,621.40

Unit Tax: \$0.00

Total: \$210,621.40**Subtotal:** \$210,621.40

Description	Markup Percent	Markup Amount
Bond	2.50%	\$5,265.54
Subtotal	0.00%	\$215,886.94
Overhead & Profit	10.00%	\$21,588.69
Total Cost:		\$237,475.63

APPROVAL:**By:**

John Hayes, Deputy City Manager

By:

Steve Wallace

Date:**Date:**

Pat Maggio & Son Electric, Inc.

3520 HIGHWAY #13 SUITE G
 NEPTUNE, NJ 07753
 PHONE 732-922-2835 FAX 732-922-2835
 OFFICE@MAGGIOELECTRIC.COM N.J. LIC#9686

TITLE: Proposed Change Order **PROPOSED CHANGE ORDER**
NO. 18
PROJECT: NAPFD **DATE:** 02/27/2025
 New Asbury Park Fire Dept. Headquarters
TO: Attn: Lou Renton
 Wallace Bros. Inc.
 400 Chambers Bridge Road
 Brick, NJ 08723
 Phone: 732-295-9340
 cc: Steve Wallace
SUBMITTED: 02/12/2025
COMPLETED:
REQUIRED:

DESCRIPTION

Pat Maggio & Son Electric, Inc. agrees to perform all electric work for the above referenced project according to the plans & specifications, Bulletin 1-6 and base with labor & materials escalations. Traffic signal work.

*See attached Vendor proposal

Num Item	Description	Ref	Qty Unit	Unit Price	Amount
1 Vendor	*See attached Allan Briteway Proposal		1.000 Each	633,999.00	633,999.00
2 Vendor	Base Bid Deduction		1.000 Each	-445,000.00	-445,000.00
Item Total:					\$188,999.00
10% Profit & Overhead:					\$18,899.90
Total:					\$207,898.90

APPROVAL

By: _____

By: _____

Date: _____

Date: _____

Attachment: CHANGE ORDER 7 FIRE HEADQUARTERS (2025-162 : Change Order #7 for Fire Department Headquarters)

From: [Warren Degnaro](#)
To: sparky@maggioelectric.com
Subject: RE: Asbury Park
Date: Thursday, February 27, 2025 10:32:23 AM
Attachments: [Image001.png](#)

Tony,

Before I create another revised estimate, please review my reply to the items mentioned;

- Item 23 I will reduce the quantity of the 5/c to 6,150'
- Item 24 I will reduce the quantity of the 7/c to 1680'
- Item 34- the luminaire count on ELP-1 sht 7 shows 4 luminaires on the block diagram and 3 on ELP-8 sht 8. I carried 4. Let me know.
- Item 35 The RRFB units are being disconnected and relocated.
- Item 37 (Bulletin 6) has the signage on the RRFB's being removed and replaced with larger signage.(Signs supplied by others) (not part of my original scope.)

My revised proposal calls for 30 days. We are approaching past due again. I cannot honor my quote past that timeframe. Please advise.

Best regards,

Warren Degnaro



allan briteway
electrical utility contractors, inc.

30A VREELAND ROAD, Suite 220, Florham Park, NJ 07932

Phone 973-295-5600 | Fax 973-781-1744 | Cell 732-620-2919

wdegnaro@allanbritewayutility.com

Visit www.allanbritewayutility.com

Attachment: CHANGE ORDER 7 FIRE HEADQUARTERS (2025-162 : Change Order #7 for Fire Department Headquarters)



Job ID
Estimate #

NEW ASBURY FIREHOUSE BASE + BULLETIN 1,2, & C
RW-23-142-00 REVISION-2-- 2/3/25 WD

DATE:

[illegible]

EXCLUSIONS:

DIRECTIONAL DRILLING FOR ROAD CROSSINGS.
TRAFFIC OFFICERS
MAINTENANCE AND PROTECTION OF TRAFFIC, SIGNAL DIRECTORS
AS BUILT DRAWINGS & INTERSECTION CERTIFICATIONS
SALES TAX
PREMIUM TIME / NIGHT WORK/ HOLIDAYS
PERMITS/BONDS, ADDITIONAL OR SPECIALTY INSURANCE,
REMOVAL/DISPOSAL OF HAZARDOUS MATERIALS AND UNDERGROUND UNFORSEEN STRUCTURES.
ENGINEERING FEES
SIGNS AND STRIPING
SURVEYING/ LAYOUT
RESTORATION TO SIDEWALKS, PAVERS, CURBS, MILLING, FINAL PAVING
FURNISHING NEW SIGNS FOR RRB UNITS.
REPAIRS TO EXISTING EQUIPMENT.
CONDUIT CLEARING, RODDING, JETTING, REPAIRS AND OR REPLACEMENT TO.
UTILITY COMPANY RELOCATION WORK

QUALIFICATIONS:

HANGING OF MAST ARM SIGNS INCLUDED. HARDWARE IS F.B.O.
QUOTING ON UNITS AND LINEAR FEET. NOT LUMP SUM.
QUOTING ON A SINGLE MOBILIZATION
THIS QUOTE IS VALID FOR 30 DAYS.
EQUIPMENT DELIVERY IS APPROX. 34 WEEKS AFTER APPROVED SUBMITTALS ARE RETURNED.
GC TO PROVIDE FREE LAYDOWN AREA AND EXIST DIAP SITE FOR SOIL AND EXCESS MATERIAL.
QUOTING ON EXISTING CONDUITS HAVING SPARE CAPACITY.
REFERENCE: T&M DRAWINGS ELP-1 & 2 REV. 6 DATED 9/14/24
GC TO PROVIDE FREE CONCRETE WASH OUT

By :

Warren Degnaro

Place SAFETY - Work SAFELY - Go Home SAFE
An Equal Opportunity Employer
304 Vreeland Road, Suite 223, Fairham Park, NJ 07932 • Tel: 973.293.5633 • Fax: 973.781.1748
(Electrical) (Union): NJ 14916A

Attachment: CHANGE ORDER 7 FIRE HEADQUARTERS (2025-162 : Change Order #7 for Fire Department Headquarters)



974 Route 33 Freehold NJ 07728

January 3, 2025

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

Re: Asbury Park Fire Dept Headquarters

Change Order Request # 4

DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT
Traffic Signal Bulletin Work				
Revised per Engineer Comments				
Remove and replace 15 sy of new sidewalk	15	SY	\$ 165.00	\$ 2,475.00

Clarifications:

Foundation Removals not Included
Restoration of asphalt not Included

Total	\$ 2475.00
10% Profit	\$ 247.50
Change Order Total	<u>\$ 2722.50</u>

Approved By _____

Signature: _____

Date of Acceptance: _____

Attachment: CHANGE ORDER 7 FIRE HEADQUARTERS (2025-162 : Change Order #7 for Fire Department Headquarters)

Wallace Bros Inc.**CHANGE ORDER REQUEST****No. 27R-2**400 Chambers Bridge Road
Brick , NJ 08742**Phone:** 732 295 9340**TITLE:** Bulletin #6 North Section**DATE:** 02/24/2025**PROJECT:** Asbury Park Fire House**JOB:** ASPK-00781**TO:** Attn: John Hayes
Deputy City Manager
City of Asbury Park**CONTRACT NO:** 0100

Asbury Park, NJ 07712

Phone:**Fax:****RE:****To:****From:****Number:****DESCRIPTION OF PROPOSAL**

Provide additional sitework at North Side Rear of Building required per revised Bulletin #6 civil drawing sheet 5 issued on 2/4/25

Item	Description	Stock #	Quantity	Units	Unit Price	Tax Rate	Tax Amount	Net Amount
00001	Site Contractor (backup attached)		1.000		\$16,038.00	0.00%	\$0.00	\$16,038.00
00002	Galvanized Steel Gratings Stairs & Railings at Door 119A (subcontractor backup attached)		1.000		\$7,026.50	0.00%	\$0.00	\$7,026.50
00003	Remove & dispose existing light poles and refeed the remaining light poles (subcontractor backup attached)		1.000		\$5,077.59	0.00%	\$0.00	\$5,077.59
00004	Credit for fencing eliminated at rear driveway		1.000		(\$4,750.00)	0.00%	\$0.00	(\$4,750.00)
00005	Credit for curb type retaining wall railing per Engineer's markup		1.000		(\$1,680.00)	0.00%	\$0.00	(\$1,680.00)
00006	Credit for Line Striping at Housing Authority Lot 1		1.000		(\$2,000.00)	0.00%	\$0.00	(\$2,000.00)

Unit Cost: \$19,712.09

Unit Tax: \$0.00

Total: \$19,712.09**Subtotal:** \$19,712.09**Description****Markup Percent****Markup Amount**

Wallace Bros Inc.**CHANGE ORDER REQUEST****No. 26R-2**400 Chambers Bridge Road
Brick , NJ 08742**Phone:** 732 295 9340

Bond	2.50%	\$492.80
Subtotal	0.00%	\$20,204.89
Overhead & Profit	10.00%	\$2,020.49
Total Cost:		\$22,225.38

APPROVAL:**By:**

John Hayes, Deputy City Manager

By:

Steve Wallace

Date:**Date:**



974 Route 33 Freehold NJ 07728

March 4, 2025

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

Re: Asbury Park Fire Dept Headquarters

Change Order Request # 12

<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXT</u>
Rear Concrete Bulletin #6				
3/4' Clean Stone Supply and Install	1	LS	\$ 1,955.00	\$ 1,955.00
4' Concrete Remove and Replace in Rear = 250 SY	1	LS	\$ 11,125.00	\$ 11,125.00
8" Thick Slab, Excavate and Install-All has to be carried back with a buggy	1	LS	\$ 1,500.00	\$ 1,500.00
Total				\$ 14,580.00
10% Profit & Overhead				\$ 1,458.00
Change Order Total				<u>\$ 16,038.00</u>

Approved By:

Signature: _____

Date of Acceptance:

Attachment: CHANGE ORDER 7 FIRE HEADQUARTERS (2025-162 : Change Order #7 for Fire Department Headquarters)

Pat Maggio & Son Electric, Inc.

3520 HIGHWAY 13 SUITE G
 NEPTUNE, NJ 07753
 PHONE 732-922-2800 FAX 732-922-2835
 OFFICE@MAGGIOELECTRIC.COM N.J. LIC#9686

TITLE: Proposed Change Order

PROPOSED CHANGE ORDER

NO. 16

PROJECT: NAPFD
 New Asbury Park Fire Dept. Headquarters

DATE: 01/16/2025

TO: Attn: Lou Renton
 Wallace Bros. Inc.
 400 Chambers Bridge Road
 Brick, NJ 08723
 Phone: 732-295-9340

SUBMITTED:

COMPLETED:

REQUIRED:

DESCRIPTION

Pat Maggio & Son Electric, Inc. agrees to perform all electric work for the above referenced project, we will refeed the remaining light poles. We will remove three (3) light poles and dispose.

Price does not include excavation or concrete base removal.

*See attached breakdown

Num	Item	Description	Ref	Qty	Unit	Unit Price	Amount
1	Materials	See attached takeoff		1.000	Each	1,527.81	1,527.81
2	Labor	LU400 FM		23.790	Hrs.	129.81	3,088.18
Item Total:							\$4,615.99
10% Profit & Overhead:							\$461.60
Total:							\$5,077.59

APPROVAL

By: _____

By: _____

Date: _____

Date: _____

Attachment: CHANGE ORDER 7 FIRE HEADQUARTERS (2025-162 : Change Order #7 for Fire Department Headquarters)

Job ID: JOB-0005
Project: APFH LIGHT POLE REMOVAL



Takeoff

16 Jan 2025 10:49:38

Phase: FIXTURES

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
10165	100.00	FT	M	1	PVC SCH 40	0.8660	86.60	0.0468	4.68
TITLE	2.00	EA	M	1	GRC 90D STUB-UP	0.0000	0.00	0.0000	0.00
20023	2.00	EA	M	1	GRC 90-DEG ELBOW	10.7064	21.41	0.3500	0.70
20052	2.00	EA	M	1	GRC 90-ELBOW 24"R	125.7400	251.48	0.4200	0.84
31353	2.00	EA	M	1	PVC FEMALE ADAPTER	0.5165	1.03	0.1250	0.25
40043	0.32	OZ	M	OUNCE	PVC (GLUE) CEMENT	0.5274	0.17	0.0090	0.00
10002	10.00	FT	M	1	GRC	6.3123	63.12	0.0490	0.49
10562	2.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	0.00	0.1500	0.30
30002	2.00	EA	M	1	GRC/IMC COUPLING	2.9751	5.95	0.0150	0.03
40129	2.00	EA	M	1	GROUND BUSHING -INSULATED	5.2572	10.51	0.2500	0.50
70034	550.00	FT	M	10	THHN/THWN CU (STR)	0.8893	489.12	0.0085	4.70
400103	1.00	EA	M	13"x 24"x 18"	HANDHOLE STR-WALL OPN-BOTM-22.5K	392.4900	392.49	1.9000	1.90
400165	1.00	EA	M	PT1324CG0009	HANDHOLE HEAVY-DUTY GASKETED COVER	205.9200	205.92	0.7000	0.70
100566	20.00	EA	M	10	WIRE TERMINATION LBR	0.0000	0.00	0.1350	2.70
130147	3.00	EA	M	5" x 14 FT	OUTDOOR LIGHTING POLE STL/ALUM	0.0000	0.00	2.0000	6.00
Phase Totals:							1,527.81		23.79
Job Totals:							1,527.81		23.79

!Enter Company Name!

Phone:

Web:

Wallace Bros Inc.**CHANGE ORDER REQUEST****No. 00030**400 Chambers Bridge Road
Brick , NJ 08742**Phone:** 732 295 9340**TITLE:** Builders Risk Extension Premium**DATE:** 01/31/2025**PROJECT:** Asbury Park Fire House**JOB:** ASPK-00781**TO:** Attn: John Hayes
Deputy City Manager
City of Asbury Park**CONTRACT NO:** 0100

Asbury Park, NJ 07712

Phone:**Fax:****RE:****To:****From:****Number:****DESCRIPTION OF PROPOSAL**

Insurance Premium for Extension of Builders Risk Policy

Item	Description	Stock #	Quantity	Units	Unit Price	Tax Rate	Tax Amount	Net Amount
00001	Insurance Premium for Extension of Builders Risk Policy (backup attached)		1.000		\$8,069.14	0.00%	\$0.00	\$8,069.14

Unit Cost: \$8,069.14

Unit Tax: \$0.00

Total: \$8,069.14**APPROVAL:****By:**

John Hayes, Deputy City Manager

By:

Steve Wallace

Date:**Date:**



PO Box 10197, Jacksonville, FL 32247-0197

Date: Jan 16, 2025
 Policy No: EC78619087
 Policy Type: Zurich Builders Risk Large Commercial

Mail To:

D04127060000712_CRE

WALLACE BROTHERS INC
 400 CHAMBERS BRG RD
 BRICK, NJ 08723-2806

Policyholder and Risk Location

WALLACE BROTHERS INC
 200 MEMORIAL DRIVE
 ASBURY PARK, NJ 07712

For Policy Service

THE HILB GROUP OF NEW JERSEY, LLC
 101 EISENHOWER PARKWAY STE 400
 ROSELAND, NJ 07068
 Phone: +1 973 744 8500

For Billing Inquiries:

Visit our secure website at
 BILL.USASSURE.COM
 or Call 855-872-7787

PREMIUM INVOICE

Prior Balance Including Fees	Premium & Fees	Payments & Adjustments	Minimum Due	Payment In Full
\$0.00	\$8,069.14	\$0.00	\$8,069.14	\$8,069.14

Transactions Since Last Invoice

Transaction Date	Transaction Description	Transaction Amount	Minimum Due
	Past Due		\$0.00
Jan 16, 2025	Installment		\$8,069.14
Jan 16, 2025	Billing Fee		\$0.00
Jan 15, 2025	Renewal - PREMIUM	\$8,045.00	
Jan 15, 2025	Renewal - TAX	\$24.14	
See reverse side for additional billing information, terms and conditions and alternate payment options		Minimum Amount Due	\$8,069.14



Attachment: CHANGE ORDER 7 FIRE HEADQUARTERS (2025-162 : Change Order #7 for Fire Department Headquarters)

COMMERCIAL INLAND MARINE COVERAGE PART COVERAGE EXTENSION

ATTACH THIS ENDORSEMENT TO YOUR POLICY

POLICY NO. EC78619087	American Zurich Insurance Company										
NAMED INSURED WALLACE BROTHERS INC 400 CHAMBERS BRIDGE ROAD BRICK, NJ 08723		PRODUCER 12008173 THE HILB GROUP OF NEW JERSEY, LLC 101 EISENHOWER PARKWAY, STE 400 ROSELAND, NJ 07068									
POLICY PERIOD: From: 01/31/2025 To: 08/31/2025 12:01 A.M. Standard Time at Your Mailing Address Shown Above.											
IN RETURN FOR THE PAYMENT OF THE PREMIUM SHOWN BELOW, AND SUBJECT TO ALL THE TERMS OF THIS POLICY UNLESS OTHERWISE SPECIFIED, THE ABOVE NUMBERED POLICY IS RENEWED FOR THE TERM SHOWN ABOVE. CHANGES, IF ANY: BUILDERS RISK AND INSTALLATION COVERAGE DECLARATIONS, 40858, IS AMENDED TO READ AS FOLLOWS: 7. LIMITS OF INSURANCE <table style="width: 100%; border: none;"> <tr> <td style="padding-left: 40px;">Property while at the "project site"</td> <td style="text-align: right; padding-right: 20px;">\$18,261,038</td> </tr> <tr> <td style="padding-left: 40px;">For all Covered Property</td> <td style="text-align: right; padding-right: 20px;">\$18,261,038</td> </tr> <tr> <td>MINIMUM EARNED PREMIUM</td> <td style="text-align: right;">\$8,045</td> </tr> <tr> <td>New Jersey Property - Liability Insurance Guaranty Association Surcharge (.003%)</td> <td style="text-align: right;">\$24.14</td> </tr> </table> ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.				Property while at the "project site"	\$18,261,038	For all Covered Property	\$18,261,038	MINIMUM EARNED PREMIUM	\$8,045	New Jersey Property - Liability Insurance Guaranty Association Surcharge (.003%)	\$24.14
Property while at the "project site"	\$18,261,038										
For all Covered Property	\$18,261,038										
MINIMUM EARNED PREMIUM	\$8,045										
New Jersey Property - Liability Insurance Guaranty Association Surcharge (.003%)	\$24.14										
RENEWAL PREMIUM \$ 8,045		Payable: at anniversary:									
_____ Authorized Representative Signature _____ Date											

Attachment: CHANGE ORDER 7 FIRE HEADQUARTERS (2025-162 : Change Order #7 for Fire Department Headquarters)

Wallace Bros Inc.**CHANGE ORDER REQUEST****No. 00031R**400 Chambers Bridge Road
Brick, NJ 08742**Phone:** 732 295 9340

TITLE: Concrete Generator Pad

PROJECT: Asbury Park Fire House

TO: Attn: John Hayes
Deputy City Manager
City of Asbury Park

DATE: 02/20/2025

JOB: ASPK-00781

CONTRACT NO: 0100

Asbury Park, NJ 07712

Phone:**Fax:****RE:****To:****From:****Number:****DESCRIPTION OF PROPOSAL**

Provide labor and material for Reinforced Concrete Generator Pad 9" thick with 6" stone sub base per Bulletin #6 and Details Provided on 1/30/25

Item	Description	Stock #	Quantity	Units	Unit Price	Tax Rate	Tax Amount	Net Amount
00001	Concrete Subcontractor (backup attached)		1.000		\$5,757.00	0.00%	\$0.00	\$5,757.00

Unit Cost: \$5,757.00

Unit Tax: \$0.00

Total: \$5,757.00**Subtotal:** \$5,757.00

Description	Markup Percent	Markup Amount
-------------	----------------	---------------

Bond 2.50% \$143.93

Subtotal 0.00% \$5,900.93

Overhead & Profit 10.00% \$590.09

Total Cost: \$6,491.02**APPROVAL:****By:**

John Hayes, Deputy City Manager

By:

Steve Wallace

Date:**Date:**

A.C. Pinto LLC

20 Roosevelt Ave.
East Brunswick NJ
08816

Estimate

Date	Estimate #
2/10/25	804R

Name / Address
Wallace Contracting 400 Chambersbridge Brick, NJ 08723

Project
200 Memorial Dr Asbury park, NJ 07712

[illegible]



Individual Resolutions
Meeting of the Municipal Council
Wednesday, March 26, 2025
RESOLUTION SUMMARY

2025-163

Resolution authorizing repairs to the Fire Department Ambulance #83-60 to Elite Equipment Services in the amount of \$11,652.00 utilizing Fire O&E Funds. FD is looking to make a claim to repair this vehicle and attempt to cover the deductible.



RESOLUTION NO. 2025-163

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

RESOLUTION AUTHORIZING THE REPAIRS TO FIRE DEPARTMENT AMBULANCE #83-60

WHEREAS, the Fire Department Ambulance #83-60 was involved in a motor vehicle accident; and

WHEREAS, the City has solicited and obtained quotes from Elite Equipment Service Inc., Dawson Collision and Crash Champions; and

WHEREAS, the City is looking to make a claim to repair this vehicle and attempt to cover the deductible to PMA Management Corp. for reimbursement; and

WHEREAS, the City of Asbury Park is desirous of awarding the repairs needed to vehicle #83-60 to Elite Equipment Services, Inc. in an amount \$11,652.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts 5-01-25-265-000-203. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the repairs to the Fire Department Ambulance #83-60 in the amount of \$11,652.00 to Elite Equipment Services, Inc. and a copy of this Resolution shall be provided to the City Manager, CFO, Chief of Fire, and Director of Purchasing.

I, ANTHONY CUCCI, 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. 2025-163 which was finally adopted by the City Council at a meeting held on the 26th day of March, 2025

CERTIFIED BY ME THIS 27th DAY OF March, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, March 26, 2025
RESOLUTION SUMMARY

2025-164

Resolution authorizing the purchase of security upgrades at City Hall in the amount of \$11,763.38 from A+ Technology utilizing capital funds.



RESOLUTION NO. 2025-164

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

RESOLUTION AUTHORIZING PURCHASE OF SECURITY UPGRADES AT CITY HALL

WHEREAS, the City of Asbury Park ("City") has a need to purchase security upgrades at City Hall; and

WHEREAS, the City has solicited quotes from A+ Technology & Security, Venture Security, CAI, Parker Security, Total Security, Leedan Communications and Identisys; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract for the purchase of security upgrades to the A+ Technology & Security in the amount of \$11,763.38; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account: C-04-55-998-186-003. The maximum amount of the pending contract is as stated in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the purchase of City Hall security upgrades in the amount of \$11,763.38 and a copy of this Resolution shall be provided to the Director of IT, Acting City Manager, CFO and Purchasing Agent.

I, ANTHONY CUCCI, 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. 2025-164 which was finally adopted by the City Council at a meeting held on the 26th day of March, 2025

CERTIFIED BY ME THIS 27th DAY OF March, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK


**TECHNOLOGY
& SECURITY**
A+ TECHNOLOGY & SECURITY SOLUTIONS, INC.
www.aplustechnology.com
HEADQUARTERS • 1490 North Clinton Avenue • Bay Shore, NY 11706 • 631.969.2600
NEW ENGLAND • 1027 Fairfield Avenue • Bridgeport, CT 06605 • 203.290.6300

Quote

Date	Quote #
2/6/2025	ES39777

Bill To: Accounts Payable
City of Asbury Park
1 Municipal Plaza
Asbury Park NJ 07712

Ship To: Joe Dellaragione
City of Asbury Park
1 Municipal Plaza
Information Technology
Asbury Park NJ 07712

Title	Terms	Rep
2nd FI Admin Wing Aiphone Replacement to IX	Net 30	Sobel, Matthew

Ln #	Qty	Description	Unit Price	Ext. Price
1	1	1000' CAT6 <i>Manuf. Part #: CAT6-1000</i>	\$400.00	\$400.00
2	1	Patch Cable <i>Manuf. Part #: PATCH3</i>	\$5.69	\$5.69
3	16	Labor rate per hour - Installation <i>Manuf. Part #: VURO-LABOR</i>	\$200.00	\$3,200.00
4	2	Project Management <i>Manuf. Part #: VURO-LABOR-PM</i>	\$165.00	\$330.00
5	7	Labor rate per hour - Remote Programming/Remote Configuration and Remote Training <i>Manuf. Part #: VURO-LABOR-PE</i>	\$165.00	\$1,155.00
6		Above Pricing as per PEPPM Contract #533902-160		
7	1	IP VIDEO MASTER STATION, SIP COMPATIBLE, WITH 7" TOUCHSCREEN, PRIVACY HANDSET, BLACK <i>Manuf. Part #: IX-MV7-HB</i>	\$1,360.56	\$1,360.56
8	1	IXG-DM7-HIDA IXG ENT PANEL <i>Manuf. Part #: IXG-DM7-HIDA</i>	\$1,814.96	\$1,814.96
9	1	STAINLESS STEEL SURFACE MOUNT BOX FOR IXG-DM7-HID <i>Manuf. Part #: SBX-IXGDM7</i>	\$194.03	\$194.03
10	1	IXGW-TGW GATEWAY W/SIM <i>Manuf. Part #: IXGW-TGW</i>	\$1,175.14	\$1,175.14

Ln #	Qty	Description	Unit Price	Ext. Price
11	8	IXG-APP LIFETIME LIC PER TNT <i>Manuf. Part #: IXG-APP</i>	\$266.00	\$2,128.00

Subtotal	\$11,763.38
Sales Tax	\$0.00
Total	\$11,763.38

Attachment: CITY HALL SECURITY UPGRADES QUOTE (2025-164 : Purchase of Security Upgrades at City Hall)

SCOPE OF WORK

- A+ to remove (2) IS series IP intercoms and provide and install (1) on the wall adjacent to the wall. If existing Cat6 cable can be pulled out of the door frame and used for this we will do so. If not then we will run new cable for new door station
- Customer is responsible for covering holes left from previously installed IS door stations
- Up to (8) Mobile apps provided for customer mobile phones or tablets.
- We will provide and install (1) Master Station at Receptionist desk.
- We will reuse existing CAT6 cable for intercom, but will run new CAT6 cable for master station.
- Customer to provide PoE Switch, patch panel, and UPS.
- All existing locking hardware must be 12V and in good working condition.
- All existing doors must be in good working condition. All door repairs must be completed prior to A+ arrival on site.

ASSUMPTIONS

- Remote Access is required for A+ for duration of the project.
- Client is to provide all Routing, IP Addresses, POE data ports, 110V Electrical Outlets within 4ft of equipment location, Rack Space and Wall Space with Plywood Backing
- Unless listed in the Scope of Work, Onsite Construction Meetings are not included in this pricing.
- Unless provided by A+ in this proposal, the client is to provide Battery Backup, Patch Panels and Patch Cords.
- Unless specifically mentioned in the Scope of Work, Wire Mold and Conduit are not included in this proposal. If the customer would like A+ to install wire mold or conduit, Labor and Materials can be provided on a separate estimate.
- Training provided will be done remotely, if onsite training or additional remote training is requested, an additional estimate will be needed.
- Client must provide Windows PCs that meet the minimum manufacturer specifications in order to operate properly.
- A+ Suggests that all PCs used for Client Software be dedicated in order to ensure performance.
- Onsite and remote Installation will occur during normal business hours Monday - Friday 8:00am - 5:00pm, unless otherwise agreed upon by both parties.
- If any equipment quantity discrepancies arise, the quantity on the Proposal Line Item shall supersede all others.
- All existing cabling to be labeled, tested, and be in good working order.
- Client responsible for any patching and painting needed.
- Core Drilling not included. Customer responsible for providing clear pathways in between floors for A+ wiring.
- Client to provide Interior Floor Plans for all buildings associated with this project.
- Client to provide marked locations for all existing devices that A+ will be working on.
- All devices to be install at a serviceable ladder height.
- All work areas to be asbestos free.
- Proof of tax exemption is required
- Due to the nature of this type of a project, A+ suggests that the customer budget for an additional 10% contingency. This will come in use if we come across any customer requested changes or unforeseen variables/challenges. All requests to utilize a contingency will require a proposal from A+ and approval from the Customer.
- All existing locking hardware must be 12V and in good working condition.
- All existing doors must be in good working condition. All door repairs must be completed prior to A+ arrival on site.

TERMS & CONDITIONS

A1. Orders. Customer agrees to purchase or lease, and A+ Technology & Security Solutions, Inc. ("A+") agrees to sell or provide the Devices ("Devices") and services ("Services") identified in the order form or Statement of Work referencing this document executed by Customer and A+ (each an "Order") pursuant to the terms and conditions of this document (collectively with the Order and this document, the "Agreement"). Any software or other intangible or copyrightable subject matter are licensed and not sold by A+, notwithstanding the references here to "sale", "sold", "sell", "buy", "purchase", or the like.

A2. A+ Solution. This Agreement governs the rights and obligations of A+ and Customer as it relates to the Customer's access to and use of the A+ Solution. The A+ Solution is an intelligent camera system that allows for the collection of data from a large number of vehicles to help improve driver safety and fleet operations, and consists of the A+Cam System, the A+ Cloud Service, A+ Mobile Apps and proprietary algorithms and technologies. The "A+Cam System" consists of two parts: (a) Devices that must be installed in vehicles and connected to the A+ Cloud Service; and (b) software Services that interact with Devices through a wireless connection and provide Customer-facing interfaces available via the internet (the "A+ Cloud Service"). A+ may offer one or more software applications for mobile phones or tablets ("Mobile Apps") that may be downloaded from the appropriate application store (e.g. Apple App Store, Google Play Store). However, the use of Mobile Apps is governed by the end user license agreement accompanying the Mobile App and not by this Agreement.

A3. License Periods & Term. Unless otherwise specified in the Order, the "Initial License Period" means the period of time beginning upon shipment of each Device and continuing until the end of the initial subscription term specified in the Order for that Device. At the conclusion of an Initial License Period, the subscription term will automatically renew for successive one-year periods (each, an "Additional License Period", and the Initial License Period together with all Additional License Periods for that Device is the "License Period"), unless either party notifies the other in writing of non-renewal at least 30 days prior to the expiration of the then-current License Period. The "Term" of this Agreement will commence on the Effective Date and will expire upon the expiration or termination of the License Period.

A4. Service & Support. A+ will use commercially reasonable efforts to keep the A+ Cloud Service available for Customer's use on a 24/7/365 basis, except for downtime caused by causes beyond the control of A+ (fire, flooding, earthquakes, etc.) and for scheduled downtime affecting all A+ customers. A+ will inform the Customer reasonably in advance of any scheduled downtime. A+ will provide support and troubleshooting upon opening of any ticket by Customer consistent with the urgency of the problem. The A+ Cloud Service is hosted at one or more of A+'s designated hosting facilities (e.g. Amazon Web Services, Microsoft Azure). A+ may update the content, functionality, and user interface of the A+ Solution from time to time at its sole discretion. In order to access the A+ Cloud Service, Customer must have access to the internet and agrees that A+ is not providing Customer with access to the internet. A+ does not and cannot guarantee the uninterrupted transmission of data to or from any network, hosting facility, or other portions of the internet. Such transmission depends in large part on the performance of internet services provided or controlled by third parties. At times, third parties may impair or disrupt Customer's connections to the internet or services therein. A+ agrees to use commercially reasonable efforts to take actions it deems appropriate to avoid such events. However, A+ cannot guarantee that such events will not occur and thus A+ disclaims any liability related to such events.

A5. Device Warranty. A+ warrants that during the Warranty Period (as defined in the Order, or if not defined in the Order, 12 months from the date of shipment) for a Device, the Device will perform in all material respects in accordance with its specification as in effect on the date of shipment under normal use, given proper installation and maintenance, and subject to the following exclusions and limitations. If a Device fails to meet the Device Warranty during the Warranty Period, then A+ shall have the option, in its sole discretion, to repair the Device or to replace the Device with a new or refurbished Device that has at least the functionality of the existing Device.

A+ does not warrant: (i) that the operation of the Devices will be uninterrupted or error-free; (ii) that Devices will meet Customer's requirements or achieve any business outcome or result; (iii) that Devices will operate in combination with other, non-A+ products selected by Customer for its use; (iv) that Devices will be free from physical damage caused by unauthorized attempts to open, repair, or modify a Device.

A+ will be relieved of its obligations and liability under the Device Warranty to the extent: (a) an error or defect is due to the Device having been improperly operated or maintained; (b) the error or defect is due to the Device having been installed by Customer or by third parties not engaged, authorized by, and under the control of A+; (c) the error or defect is due to the Device having been repaired or modified by an unauthorized repair facility; (d) the error or defect is due to Customer's or any third party's misuse, improper installation; or (e) the error is due to accident, fire, lightning, terrorism or other hazard or act of God.

A6. A+ Solution License. A+ grants to Customer during the Term a non-exclusive, non-transferable, non-sublicensable, and limited license in the United States of America or Canada, to do the following for Customer's internal business purposes: (i) to access and use the A+ Cloud Service; (ii) to execute the A+ software as embedded in the Devices; and (iii) to display and distribute internally, and make a limited number of copies of any documentation provided by A+ to Customer.

A7. License Restrictions. Customer may not: (i) modify, copy, disclose, alter, create derivative works of any part of the A+ Solution; (ii) use or allow the export of the A+ Solution in violation of any export control laws or regulations administered by the U.S. Commerce Department, U.S. Treasury Department, or any other U.S. government agency; (iii) fail to comply with all applicable federal and state laws pertaining to Customer's use of the A+ Solution that may apply to Customer or its vehicles; (iv) disassemble, decompile or reverse engineer all or any part of the A+ Solution. In addition, Customer will not remove, alter or obscure any proprietary notices in all or any part of the A+ Solution, including copyright notices, or permit any other party to do so.

A8. Confidentiality. "Confidential Information" as used in this Agreement means all information disclosed and identified as confidential, either orally or in writing, by one party (the "Disclosing Party") to the other party (the "Receiving Party"). The Receiving Party will, during the Term of this Agreement and thereafter maintain in confidence the Confidential Information of the Disclosing Party and will not use such Confidential Information except as expressly permitted herein. The Receiving Party will use reasonable care in protecting the Disclosing Party's Confidential Information. In addition, the Receiving Party: (i) will not reproduce Confidential Information disclosed by the Disclosing Party, in any form, except as required to accomplish the Receiving Party's obligations under this Agreement; and (ii) will only disclose Confidential Information to its affiliates and their directors, officers, employees and/or consultants who have a need to know such Confidential Information for purposes of this Agreement and if such persons have executed a non disclosure agreement with the Receiving Party with terms no less restrictive. Each party's obligation with respect to Confidential Information shall survive termination of this Agreement for a period of three years. However, Confidential Information will not include information that: (a) is in or enters the public domain without breach of this Agreement through no fault of the Receiving Party; (b) was in the Receiving Party's possession prior to first receiving it from the Disclosing Party; (c) was developed by the Receiving Party independently; or (d) the Receiving Party receives from a third-party without restriction on disclosure and without breach of a nondisclosure obligation. In addition, the Receiving Party may disclose Confidential Information to the extent it is required to be disclosed pursuant to a judicial or legislative order; provided that, to the extent permitted by and practical under the circumstances, Receiving Party provides to Disclosing Party prior notice of the intended disclosure and an opportunity to respond or object to the disclosure or if prior notice is not permitted or practical under the circumstances, prompt notice of such disclosure.

A9. Personal Data. The A+ System does not require that Customer enter any Personal Data in order for the A+ System to work. Customer may use pseudonyms or allow its drivers to select their own alias. Nevertheless, if Personal Data is used by Customer with the A+ System, then at any time, and in compliance with applicable law, Customer may request that the Personal Data be deleted from the A+ Cloud Service and A+ will delete such items of data, it being understood by Customer that A+ will not be responsible for any loss in functionality due to such deletion. It is better not to enter the Personal Data in the first place. Note that A+ may retain and use Personal Data during and after the Term if retention is reasonably necessary to comply with legal obligations, meet regulatory requirements, resolve disputes, prevent fraud or abuse, or enforce A+'s privacy policy and agreements. As used in this agreement, "Personal Data" means any personal data about the driver or passengers provided by Customer to A+ through the A+ Cloud Service or support services, which may include name, address, phone number, email, driver's license or other identification number, date of birth, or emergency contact information.

A10. Customer Data. All data captured through Customer's use of Devices or otherwise provided by Customer to the A+ System (e.g. data entered into our Fleet Management Software) is "Customer Data." Customer retains ownership of any intellectual property rights that Customer holds in the Customer Data. Customer Data does not, however, include Device technical information (such as Device identifiers, status information, and other technical information that is routinely uploaded) or insights and other information (such as locations of road signs and traffic signals) that has been calculated, processed, or derived from Customer Data, all of which are owned by A+. Customer hereby grants to A+: (i) a limited, non-exclusive, worldwide, royalty-free right and license to copy, store, process, and otherwise use Customer Data to operate the A+ Solution and for complying with requirements of applicable law; and (ii) a perpetual, non-exclusive, worldwide, royalty-free right and license to copy, store, process, and otherwise use, and create insights and other information from, Customer Data.

A11. Intellectual Property (IP) Ownership. A+ will own all right, title and interest in and to: (i) the A+ Solution; (ii) all concepts, methods, algorithms, data, analytical tools, techniques and methodologies that are developed or processed by A+, which excludes the Customer Data itself; and (iii) any and all IP Rights in or to any of the foregoing. "IP Rights" means patents, copyrights, database rights, trademarks, trade secrets and any other form of intellectual property rights recognized in any jurisdiction, including applications and registrations for any of the foregoing.

A12. Security. A+ will provide reasonable, current, industry standard measures to prevent unauthorized access to and tampering with Customer Data, including use of updated firewalls, virus screening software, logon identification and passwords, encryption, intrusion detection systems, incident logging, periodic reporting, and prompt application of current security patches, virus definitions and other updates. Customer agrees to protect the security and confidentiality of any API keys, passwords or other credentials provided by A+ to allow Customer to access the A+ Cloud Service interface or any other part of the A+ System.

A13. Representations. Each party represents and warrants that: (i) it exists in good standing under the laws of the place of its establishment or incorporation; (ii) it has full corporate power and authority to execute, deliver and perform its obligations under this Agreement; (iii) the person signing this Agreement on its behalf has been duly authorized and empowered to enter into this Agreement; and (iv) this Agreement is valid, binding and enforceable against it in accordance with its terms.

A14. Warranties, Disclaimer. EXCEPT FOR THE WARRANTIES IN THIS SECTION, A+ AND ITS SUPPLIERS DISCLAIM ANY OTHER WARRANTIES (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WHETHER OR NOT WITH RESPECT TO A+, THE A+ SOLUTION, OR ANY OTHER PRODUCT OR SERVICE OF A+, AND WHETHER ALLEGED TO ARISE BY OPERATION OF LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING, OR OTHERWISE, INCLUDING ANY: (A) WARRANTIES OF MERCHANTABILITY; (B) WARRANTIES OF SUITABILITY FOR ANY PURPOSE; AND (C) WARRANTIES OF NONINFRINGEMENT OR CONDITION OF TITLE. A+ DOES NOT WARRANT THAT OPERATION OF THE SERVICES WILL BE UNINTERRUPTED, ERROR FREE, OR WITHOUT TRANSMISSION PROBLEMS. THIS DISCLAIMER AND EXCLUSION WILL APPLY EVEN IF THE EXPRESS WARRANTY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE. A+ DISCLAIMS ALL LIABILITY FROM ANY BUSINESS DECISIONS THAT MAY BE TAKEN OR NOT TAKEN AS A RESULT OF CUSTOMER'S USE OF THE A+ SOLUTION.

A15. Limitation of Liability. EXCEPT FOR BREACHES OF SECTIONS A6, A7, & A8 (LICENSE & CONFIDENTIALITY), FOR BREACHES OR OBLIGATIONS UNDER SECTIONS A16, A17, & A18 (INDEMNIFICATION), AND FOR CUSTOMER'S LIABILITY ARISING IF CUSTOMER HAS ELECTED IN THE ORDER TO SELF INSTALL, IN NO EVENT WILL: (1) EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF REVENUE, LOSS OF GOODWILL, ANY INTERRUPTION OF BUSINESS, OR FOR ANY DAMAGES OF ANY KIND ARISING OUT OF THIS AGREEMENT OR THE A+ SOLUTION, EVEN IF SUCH PARTY HAS BEEN ADVISED OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES; AND (2) EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF THIS AGREEMENT OR THE A+ SOLUTION EXCEED, IN THE AGGREGATE, (A) IN RESPECT OF BREACHES OF DATA PROTECTION LAWS, \$1,000,000, AND (B) IN ANY OTHER RESPECTS, THE CUMULATIVE AMOUNT PAID BY CUSTOMER TO A+ UNDER THIS AGREEMENT. CUSTOMER IS SOLELY LIABLE FOR THE ACTIONS OF ITS DRIVERS AND ACCIDENTS THAT MAY RESULT IN INJURY TO PERSONS OR PROPERTY. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE A+ SOLUTION IS AN INFORMATION SYSTEM AND DOES NOT PREVENT THE OCCURRENCE OF VEHICULAR ACCIDENTS. THIS SECTION WILL BE GIVEN FULL EFFECT EVEN IF ANY REMEDY SPECIFIED IN THIS AGREEMENT IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

A16. Indemnification by A+. Subject to Section A18, A+ agrees to defend, at A+'s expense, any third-party claims against Customer, and pay those amounts finally awarded by a court of competent jurisdiction against Customer (including damages, interest, costs, and attorneys' fees) or payable by Customer pursuant to a settlement agreed to by A+ with respect to such claims, to the extent such claims: (i) allege bodily injury (including death) or property damage caused by (a) A+'s improper installation of the Device, or (b) a physical malfunction of the Device, except to the extent such claims are subject to Customer's indemnification under Section A17(i); (ii) allege infringement by the A+ Solution of any US IP Rights; or (iii) allege violations of A+'s privacy policy applicable to the individual bringing such claim.

A17. Indemnification by Customer. Subject to Section A18, Customer agrees to defend, at Customer's expense, any third party claims against A+, and pay those amounts finally awarded by a court of competent jurisdiction against A+ (including damages, interest, costs, and attorneys' fees) or payable by A+ pursuant to a settlement agreed to by Customer with respect to such claims, to the extent such claims: (i) allege bodily injury (including death) or property damage caused by (a) Customer's improper installation of the Device, (b) any vehicle (or a driver or passenger in a vehicle) with a Device purchased or leased by Customer (a "Customer Vehicle"), other than to the extent caused by A+'s improper installation of the Device, (c) a malfunction in or absence of one or more of the features or functions of the A+ Solution (e.g. a failure to detect, to alert, to record audio, video, or other data, to transmit, etc.); (ii) relate to or are brought by (a) Customer's affiliates, (b) Customer's or its affiliate's respective employees, contractors, suppliers (including insurance companies), agents, or other representatives, (c) any driver or passenger in a Customer Vehicle, (d) any student passenger, or their parents or legal guardians, or (e) any bystander or other third party involved in a collision or other altercation with a Customer Vehicle, in each case (ii)(a) through (e) where such claim is in relation to the A+ Solution (including any allegations that it malfunctioned or otherwise did not perform adequately or as expected, any allegations of unlawful use of the A+ Solution by any of the foregoing, or in any way relating to A+'s audio and visual monitoring and recording of student passengers in Customer Vehicles); or (iii) allege a failure to give sufficient notice to, or obtain sufficient consent from, Customer Vehicle drivers or passengers, including as it pertains to the collection of audio, video, and biometric data by the A+ Solution.

A18. Duties of Indemnitee & Exclusions. Each party's indemnification obligations under Sections A16 or A17, as applicable, are conditioned on the indemnified party ("*Indemnitee*") providing the indemnifying party ("*Indemnitor*") with: (i) prompt written notice of any third-party claim (provided, however, failure to give notice does not relieve the Indemnitor of its indemnification responsibilities unless Indemnitee is materially damaged by the failure to provide prompt notice), (ii) sole control over the defense of the claim (including selection of counsel) and any related settlement negotiations, provided that the Indemnitor will not enter into any settlement that imposes obligations or restrictions on the Indemnitee (other than obligations to pay monies which are to be satisfied by the Indemnitor) without the Indemnitee's prior written consent, such consent not to be unreasonably withheld, delayed or conditioned, and (iii) reasonable cooperation, at the Indemnitor's expense, in such defense or settlement. The Indemnitee shall take reasonable measures to mitigate all costs and damages that may arise from any claim subject to indemnity. The Indemnitor will be relieved of its obligations under Section A16 or A17, as applicable, to the extent a third party claim arises from or relates to: (i) the Indemnitee's breach of this agreement; (ii) the Indemnitee's violation of applicable law (does not include infringement claims); (iii) the negligence or willful misconduct of the Indemnitee or its employees, agents, vendors, subcontractors, or independent contractors; or (iv) the Indemnitee's continued use of any technology beyond a reasonable time after an update has been provided by Indemnitor.

A19. Consents. Customer acknowledges and agrees that it and not A+, is responsible for obtaining all necessary consent that may be required under applicable federal and state laws of its vehicle drivers or passengers that pertain to the collection of video, audio or biometric information by the A+ Solution. Also, Customer acknowledges and agrees that it remains its sole responsibility to determine if its consent form is sufficient to satisfy its obligations under applicable federal or state law. In addition, Customer acknowledges that additional and special consent may be required, and agrees that it is Customer's sole responsibility to obtain such consent, with regard to student passengers, such as informed, written consent, either directly or through its relationship with a pertinent school district, from the parents or legal guardians of all student passengers on vehicles installed with a device for the audio and visual monitoring and recording of student passengers in vehicles.

A20. Termination. Either party may terminate this Agreement for cause: (i) if the other party breaches this Agreement and does not remedy such failure within 30 days after its receipt of written notice of such breach; or (ii) if the other party terminates its business activities or becomes insolvent, admits in writing to inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority. Upon any expiration or termination of this Agreement: (a) all License Periods immediately terminate; (b) all rights and licenses granted to Customer under this Agreement that are not perpetual will immediately cease; and (c) Customer will immediately pay to A+ all amounts owing to A+. Without limiting the previous sentence, the following sections will survive any expiration or termination of this Agreement: Section A8 (Confidentiality) (for a period of three years) and; Sections A10, A11, and A14 through A25, as well as any other terms or conditions necessary for the interpretation or enforcement of such surviving Sections.

A21. Payment Terms. For Orders made direct to A+, invoices are due upon receipt and payment is late if full payment is not received by A+ within 30 days of Customer's receipt of the invoice. Payments to A+ shall be in US Dollars.

A22. Open Source Software. As used in this Agreement, "*Open Source License*" means any license meeting the Open Source Definition (as promulgated by the Open Source Initiative) or the Free Software Definition (as promulgated by the Free Software Foundation), or any substantially similar license. To the extent required by an Open Source License that applies to a file or component included in A+'s software ("*Open Source Software*"): (a) the terms of such Open Source License will apply to such Open Source Software instead of the terms of the license grant in this Agreement; and (b) any restrictions prohibited by such Open Source License that are contained in this agreement will not apply to such Open Source Software.

A23. General Provisions. (i) This Agreement sets forth the entire agreement and understanding of the parties and supersedes all prior agreements, proposals, negotiations, conversations, discussions and understandings, written or oral, with respect to such subject matter. (ii) This Agreement is made and will be governed by laws of the State of New York. The parties agree that the venue for any dispute, obligation or action of any kind arising under or related to this Agreement will be in the state or federal courts located in New York City, New York, and the parties irrevocably consent to the exclusive jurisdiction of the state and federal courts of the state of New York for any dispute, obligation or action hereunder and agree not to commence or prosecute any suit, proceeding or claim hereunder, except in such courts. (iii) Customer shall not assign or transfer any of its rights or obligations under this Agreement, whether by operation of law or otherwise without the prior written consent of A+. Any assignment or transfer in violation of the foregoing is null and void. A+ may assign this Agreement in connection with a merger, acquisition, joint venture, change of control, or sale of all or substantially all assets related to this Agreement. (iv) If any provision of this Agreement is invalid, illegal, or incapable of being enforced by any rule of law or public policy, then such provision may be severed from the remainder of the Agreement and all other provisions of this Agreement will remain in full force to the full extent permitted by law. (v) For clarity, unless otherwise specified in the Order, A+ may identify Customer as a customer of A+ on its website, other marketing/sales materials, and in company presentations, including by use of Customer's name and logo.

Bill To:

Accounts Payable
City of Asbury Park
1 Municipal Plaza
Asbury Park NJ 07712

Ship To:

Joe Dellaragione
City of Asbury Park
1 Municipal Plaza
Information Technology
Asbury Park NJ 07712

Remarks

Work will be scheduled upon the receipt of an authorized signature and purchase agreement. An invoice from A+ Technology & Security Solutions, Inc. will be submitted for 50% of the project upon award for mobilization and equipment purchase. A+ Technology & Security Solutions, Inc. will perform all walkthrough's during normal business hours (8am - 5pm) Monday-Friday. Work requested outside of these days and times will be charged at the then current rates for overtime, premium time and holiday time.

As a condition of performance, payments are to be made on a progress basis. Invoice payment must be made within thirty (30) days of receipt.

Any alteration of deviation from the proposal involving extra cost of material or labor will become an extra charge over the sum stated above.

The proposal will become a binding agreement only after the acceptance by Customer and approved by an authorized employee of A+ Technology & Security Solutions, Inc. as evidence by their signature below. This agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise, or condition on behalf of A+ Technology & Security Solutions, Inc. which is not expressed herein.

A+ Technology & Security Solutions, Inc. is authorized to proceed with the work as proposed.

Signature

Print Name

Date

Attachment: CITY HALL SECURITY UPGRADES QUOTE (2025-164 : Purchase of Security Upgrades at City Hall)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, March 26, 2025
RESOLUTION SUMMARY

2025-165

Resolution authorizing the purchase of 2025 seasonal beach badges needed to operate the Beach Department in the amount of \$9,130.00



RESOLUTION NO. 2025-165

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

RESOLUTION AUTHORIZING PURCHASE OF 2025 SEASONAL BEACH BADGES

WHEREAS, the City of Asbury Park ("City") has a need to purchase 2025 seasonal beach badges needed to operate the Beach Department; and

WHEREAS, the City has received the attached invoice from Jersey Cape Diagnostics Training and Opportunity Center totaling \$9,130.00; and

WHEREAS, the doing of any work by persons with disabilities employed by a sheltered workshop is exempt from public bidding as per N.J.S.A. 40A:11-5(1)(n) Exemptions; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts 505-55-502-000-205 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 purchase of 2025 seasonal beach badges for the Beach Department in the amount of \$9,130.00 and a copy of this Resolution shall be provided to the Beach Manager, Acting City Manager, CFO and Purchasing Agent.

I, ANTHONY CUCCI, 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. 2025-165 which was finally adopted by the City Council at a meeting held on the 26th day of March, 2025

CERTIFIED BY ME THIS 27th DAY OF March, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK



Jersey Cape
152 Crest Haven Road
Cape May Court House, NJ 08210
Telephone: (609) 465-4117
orders@jerseycap.org

Order Approval: 3928

Date Ordered: 3/11/25
Req. Ship Date
In Hands By

Ordered By	Phone	Fax	Email
Joe Bongiovanni	(732) 379-8250		apchief1@optonline.net

ASBURY PARK
9 MAIN STREET
ASBURY PARK, NJ 07712

SHIP TO:
ASBURY PARK
9 MAIN STREET
ASBURY PARK, NJ 07712

Customer #	PO Number	Terms	Salesperson	Ship Method
146				UPS Ground Commercial

Qty	Part Number	Color	Description	Unit Price	Total Price
14000	TAG25		2025 Adult Seasonal Tags	0.42	5,880.00
4500	TAG25		2025 Senior Seasonal Tags	0.42	1,890.00
2000	TAG25		2025 Teen Seasonal Tags	0.42	840.00
1000	TAG25		2025 Veteran Seasonal Tags	0.42	420.00

21500

Subtotal	9,030.00
Sales Tax	
Shipping	100.00
Total	9,130.00
Paid	
Balance	9,130.00

Note:

Attachment: 2025 BEACH BADGE QUOTE (2025-165 : Authorizing the Purchase of 2025 Seasonal Beach Badges)

Authorized By: Signature

Printed Name

Title

Date

Report Date: 3/13/2025

CITY OF ASBURY PARK
Department of Public Works
PURCHASE REQUEST

DATE 3/17/2025

Beach Utility

DESCRIPTION of Purchase: Season Badges

REASON for Purchase: Season Badges for Summer2024

AMOUNT: \$ 9,130.00

VENDOR'S NAME AND ADDRESS: Jersey Cape 152 Crest haven Rd Cape May Courthouse, NJ 08210

REMARKS:

REQUESTED BY: Joe Bongiovanni

DPW DIRECTOR'S APPROVAL _____

Attachment: 2025 BEACH BADGE QUOTE (2025-165 : Authorizing the Purchase of 2025 Seasonal Beach Badges)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, March 26, 2025
RESOLUTION SUMMARY

2025-166

Resolution authorizing the annual renewal of CivicPlus software for Recreation and PAL in the amount of \$12,600.00 utilizing Recreation and Police O&E funds.



RESOLUTION NO. 2025-166

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

RESOLUTION AUTHORIZING THE ANNUAL RENEWAL OF CIVICPLUS SOFTWARE FOR RECREATION AND PAL

WHEREAS, the City has a need to renew the Recreation and PAL CivicPlus software for one year; and

WHEREAS, the City has obtained the attached invoice from CivicPlus in the amount of \$12,600.00; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract for the annual renewal of CivicPlus software to the vendor listed above in an amount of \$12,600.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts 5-01-28-370-000-290 and 5-01-25-240-000-276 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 renewal of CivicPlus software in the amount of \$12,600.00 and a copy of this Resolution shall be provided to the City Manager, CFO, Chief of Police, Director of Recreation, and Director of Purchasing.

I, ANTHONY CUCCI, 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. 2025-166 which was finally adopted by the City Council at a meeting held on the 26th day of March, 2025

CERTIFIED BY ME THIS 27th DAY OF March, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK



Invoice

Updated Remittance Address:
(FOR PAYMENTS ONLY)
CivicPlus LLC
PO Box 737311
Dallas TX 75373-7311

#324813

1/31/2025

PO #

Bill To

Margaret Wheeler
City of Asbury Park
1 Municipal Plaza
Asbury Park New Jersey 07712

TOTAL DUE

\$12,600.00

Due Date: 3/2/2025

Terms
Net 30

Due Date
3/2/2025

PO #**Approving Authority**

Qty	Item	Start Date	End Date
1	CivicRec Annual Fee	1/31/2025	1/30/2026
1	CivicRec Pay Annual maintenance and support fee	1/31/2025	1/30/2026
1	AudioEye Enterprise	1/31/2025	1/30/2026
1	Document Management Module: Enabled to allow customers to upload documents and staff to manage records.	1/31/2025	1/30/2026

Total \$12,600.00

Due \$12,600.00

Please submit payment via ACH using the details below. Please send notification of ACH transmission via email to remittance@civicplus.com. That address is not monitored for other inquiries or notifications. For any other invoice questions or information, please contact us at accounting@civicplus.com.

Bank Name	Account Name	Account Number	Routing Number
JPMorgan Chase	CivicPlus LLC	910320636	021000021

Attachment: CIVICPLUS INVOICE (2025-166 : Authorizing the Annual Renewal of CivicPlus Software for Recreation and PAL)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, March 26, 2025
RESOLUTION SUMMARY

2025-167

A Resolution is needed in order to continue payment to Over the Moon, due to exceeding the threshold



RESOLUTION NO. 2025-167

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

RESOLUTION AUTHORIZING A CONTRACT FO OVER THE MOON FOR THE PRODUCTION OF FIRST FRIDAYS ART & SOUND EVENTS FOR 2025 THROUGH COMMUNITY & CULTURAL AFFAIRS

WHEREAS, Over the Moon, will produce the First Fridays Art & Sound Events to held every first Friday of the month at the Asbury Park Transportation Center in Asbury Park; and

WHEREAS, the City has solicited and obtained two quotes from Modern Communications and Augeo Marketing; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract for the production of First Fridays Art & Sound Events for 2025 in an amount of \$13,750; and

WHEREAS, the Chief Financial Officer has certified that funds are available in Capital Account: T-5-01-20-100-000-251; and

NOW, THEREFORE, BE IT FURTHER RESOLVED that a copy of this Resolution be provided to the Director of Community & Cultural Affairs, CFO, and Director of Purchasing.

I, ANTHONY CUCCI, 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. 2025-167 which was finally adopted by the City Council at a meeting held on the 26th day of March, 2025

CERTIFIED BY ME THIS 27th DAY OF March, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, March 26, 2025
RESOLUTION SUMMARY

2025-168

Resolution Authorizing The City Of Asbury Park To Enter Into The Boardwalk Preservation Fund Sub Grant Agreement With Madison Asbury Retail, LLC



RESOLUTION NO. 2025-168

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

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF ASBURY PARK AUTHORIZING THE CITY OF ASBURY PARK TO ENTER INTO THE BOARDWALK PRESERVATION FUND SUB GRANT AGREEMENT WITH MADISON ASBURY RETAIL, LLC

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq., as amended and supplemented (the “Redevelopment Law” or “LRHL”), provides a process for municipalities to participate in the redevelopment and improvement of parcel(s) of property which are designated as “areas in need of redevelopment” or “areas in need of rehabilitation”; and

WHEREAS, the Parties entered into the Subsequent Developers Agreement (“SDA”) as of June 1, 2010, which provides *inter alia*; that Madison Asbury Retail, LLC (“MAR”) would operate and maintain Convention Hall, the Arcade and the Paramount Theater (collectively the “Convention Hall Complex”), which structures are on and directly adjacent to the Asbury Park Boardwalk; and

WHEREAS, a Historic Preservation Easement in favor of the New Jersey Historic Preservation Office, executed on January 15, 2004, requires MAR, as the owner of Convention Hall and Paramount Theater, to ensure the continued preservation of the structures in perpetuity (“SHPO Easement”); and

WHEREAS, the Convention Hall Complex has fallen into a state of deterioration and neglect, such that Convention Hall and the Paramount Theater have been closed and remain closed due to public safety and structural integrity concerns; and

WHEREAS, the New Jersey Legislature established the Boardwalk Preservation Fund (“BPF”) in the amount of \$100 Million, supplementing chapter 27D of Title 52 of the Revised Statutes of New Jersey to be administered by the Division of Disaster Recovery and Mitigation (“DRM”) at the Department of Community Affairs (“DCA”), which funds are available through the American Rescue Plan (“ARP”); and

WHEREAS, the City submitted an Application for a BPF grant in the total amount of \$47 Million, consisting of \$7 Million for the City to install bathroom facilities (at two (2)

Boardwalk locations), Boardwalk decking, railings, and benches (“City Project”) and \$40 Million for the City to allocate to MAR for MAR to repair and restore the Convention Hall Complex or such portions thereof; and

WHEREAS, a BPF grant was approved in the amount of \$20 Million, by letter dated February 23, 2024 to Mayor John Moor from Jacquelyn A. Suarez, Acting Commissioner, New Jersey Department of Community Affairs, Disaster Recovery and Mitigation (“DCA”), (the “Grant Award” or the “Grant”); and

WHEREAS, pursuant to the terms of the Grant Award, the governing body of the City of Asbury Park (the “City Council”) authorized the Mayor to execute the Subrecipient Agreement between the New Jersey Department of Community Affairs and the City of Asbury Park, (“Subrecipient Agreement”), a copy of which is on file in the office of the City Clerk; and

WHEREAS, pursuant to the terms of the Boardwalk Preservation Fund Program, awards may only be made to public entities, which entities receive and control the grant monies and are required by the Grant Award to “...scope and scale the project based on the award amount”; and

WHEREAS, the City intends to use the \$7 Million portion of the BPF Grant for the City Project and the remaining \$13 Million portion of the BPF Grant will be allocated by the City to MAR for utilization towards the MAR Project (“Grant Funds”); and

WHEREAS, in order to revise the MAR Project to reflect the reduction in the amount of the Grant Award and to proceed with the prompt implementation of the MAR Project, it is necessary for the City and MAR to enter into the Boardwalk Preservation Sub Grant Agreement by and between the City of Asbury Park, Sub Grantor and Madison Asbury Retail, LLC, Sub Grantee, (the “Agreement”) in order to establish, *inter alia*, the use and administration of the Grant; and

WHEREAS, additionally, in order to construct the two (2) bathrooms which are components of the City Project, and pursuant to a Resolution of the City Council, the City and MAR have executed a Sublease and First Amendment of the Severance Lease between the Parties, dated June 1, 2010, a copy of which is on file at City Hall, whereby the portions of Block 227, Lot 1.07 and Block 227, Lot 1.14, whereupon the new bathrooms will be constructed, will be leased back to the City by MAR; and

WHEREAS, pursuant to the Agreement, the work to be performed by MAR regarding the MAR Project in an amount not to exceed \$13 Million, will be undertaken in two Phases: the “MAR Phase I Project” at a cost not to exceed \$1.3 Million (or “Phase I”) shall consist of the preconstruction investigation of the exterior of the Paramount Theater, the design of exterior work sufficient to create a structurally sound and watertight exterior of the Paramount Theater and to prepare construction documents to accomplish that result as the “MAR Phase II Project” (or “Phase II”), all of which is to be completed within ninety (90) days of the full execution of the Agreement; and

WHEREAS, the MAR Phase II Project will be the subject of an Addendum to this Agreement which is anticipated to, *inter alia*, describe the MAR Phase II Project in more detail and establish a schedule for the completion of same; and

WHEREAS, the MAR Project will be undertaken in consultation with the New Jersey Office of Historic Preservation and the City, in recognition of the requirements of the SHPO Easement; and

WHEREAS, the Parties desire to enter into the Agreement for the purpose of setting forth the respective undertakings, rights and obligations of the Parties in connection with the use and administration of the Grant.

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

Section 1. **Recitals.** The recitals set forth above are fully incorporated herein.

Section 2. **Execution of the Sub Grant Agreement.** The Mayor of the City Asbury Park is hereby authorized, to execute the Agreement entitled: “Boardwalk Preservation Fund Sub Grant Agreement By and Between The City of Asbury Park, Sub Grantor, and Madison Asbury Retail, LLC, Sub Grantee”, together with Exhibits attached thereto in substantially the form attached hereto as Schedule A, upon the payment by MAR of any taxes, fees or escrow payment that may be outstanding.

Section 3. **Implementation of Sub Grant Agreement.** Upon the execution of the Agreement by the City and MAR, the Officers, Staff, and consultants of the City are hereby authorized to perform all actions deemed necessary and desirable to implement the terms of the Agreement.

Section 4. **Effectiveness Of Resolution.** This Resolution shall become effective immediately upon adoption.

I, ANTHONY CUCCI, 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. 2025-168 which was finally adopted by the City Council at a meeting held on the 26th day of March, 2025

CERTIFIED BY ME THIS 27th DAY OF March, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

BOARDWALK PRESERVATION FUND**SUB GRANT AGREEMENT****BY AND BETWEEN****THE CITY OF ASBURY PARK, SUB GRANTOR****AND****MADISON ASBURY RETAIL, LLC, SUB GRANTEE****Dated: _____ 2025**

This Agreement is made and entered into on this ____ day of _____, 2025 (“Effective Date”) by and between the **CITY OF ASBURY PARK** (“**CITY**” or “**Sub Grantor**”), acting in the capacity of a redevelopment agency pursuant to the provisions of the Local Redevelopment and Housing Law, as same is defined herein, with offices at One Municipal Plaza Asbury Park, NJ 07712, **MADISON ASBURY RETAIL, LLC** (“**MAR**” or “**Sub Grantee**”), a Delaware Limited Liability company, (a subsidiary of Madison Maquette, Washington DC), with principal offices at 1300 Ocean Avenue, Suite M1, Asbury Park, NJ 07712 (collectively, the “**Parties**”).

WITNESSETH

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq., as amended and supplemented (the “Redevelopment Law” or “LRHL”), provides a process for municipalities to participate in the redevelopment and improvement of parcel(s) of property which are designated as “areas in need of redevelopment” or “areas in need of rehabilitation”; and

WHEREAS, the Parties entered into the Subsequent Developers Agreement (“SDA”) as of June 1, 2010, which provides *inter alia*; that MAR would operate and maintain Convention Hall, the Arcade and the Paramount Theater (collectively the “Convention Hall Complex”), which structures are on and directly adjacent to the Asbury Park Boardwalk; and

WHEREAS, a Historic Preservation Easement in favor of the New Jersey Historic Preservation Office and the City, executed on January 15, 2004, requires the owner of Convention Hall and Paramount Theater to ensure the continued preservation of the structures in perpetuity (“SHPO Easement”); and

WHEREAS, the Convention Hall Complex has fallen into a state of deterioration and neglect, such that Convention Hall and the Paramount Theater have been closed and remain closed due to public safety and structural integrity concerns; and

WHEREAS, the City has issued Notices of Default to MAR as a result of the failure to maintain and operate the Convention Hall Complex and comply with other provisions of the SDA and also, the SHPO Easement; and

WHEREAS, the New Jersey Legislature established the Boardwalk Preservation Fund (“BPF”) in the amount of \$100 Million, supplementing chapter 27D of Title 52 of the Revised Statutes of New Jersey to be administered by the Division of Disaster Recovery and Mitigation (“DRM”) at the Department of Community Affairs (“DCA”), with funding made available through the American Rescue Plan (“ARP”) State Fiscal Recovery Funds (“SFRF”); and

WHEREAS, the City submitted an Application for a BPF grant in the total amount of \$47 Million, consisting of \$7 Million as the first priority for the “City Project” (installation of bathroom facilities at 2 locations, Boardwalk decking, railings, and benches) and \$40 Million for the “MAR Project” (repair and restoration of the Convention Hall Complex, or portions thereof); and

WHEREAS, a BPF grant was approved in the amount of \$20 Million, by letter dated February 23, 2024 to Mayor John Moor from Jacquelyn A. Suarez, Acting Commissioner, New Jersey Department of Community Affairs, Disaster Recovery and Mitigation (“DCA”), (the “Grant Award” or the “Grant”), attached hereto as EXHIBIT 1; and

WHEREAS, pursuant to the terms of the Grant Award, the governing body of the City of Asbury Park (the “City Council”) has authorized the Mayor to execute the Subrecipient Agreement between the New Jersey Department of Community Affairs and the City of Asbury Park, (“Subrecipient Agreement”), a copy of which is on file in the office of the City Clerk; and

WHEREAS, pursuant to the terms of the Boardwalk Preservation Fund Program, awards may only be made to public entities, which entities receive and control the grant monies and are required by the Grant Award to “...scope and scale the project based on the award amount”; and

WHEREAS, as stated above, the City intends to use the \$7 Million for the City Project and that the remaining \$13 Million (“Grant Funds”) will be allocated for utilization towards the MAR Project; and

WHEREAS, in order to revise the MAR Project to reflect the reduction in the amount of the Grant Award and to proceed with the prompt implementation of the MAR Project, it is necessary for the City and MAR to enter into this Sub Grant Agreement in order to establish, *inter alia*, the use and administration of the Grant; and

WHEREAS, additionally, in order to construct the two bathrooms which are components of the City Project, and pursuant to a Resolution of the City Council, the City and MAR have executed a Sublease and First Amendment of the Severance Lease between the Parties, dated June 1, 2010, a copy of which is on file at City Hall, whereby the portions of Block 227, Lot 1.07 and Block 227, Lot 1.14, whereupon the new bathrooms will be constructed, will be leased back to the City by MAR, thus eliminating MAR’s leasehold interest therein; and

WHEREAS, the work to be performed by MAR regarding the MAR Project in an amount not to exceed \$13 Million, will be undertaken in two Phases: the “MAR Phase I Project” at a cost not to exceed \$1.3 Million (or “Phase I”) shall consist of the preconstruction investigation of the exterior of the Paramount Theater, the design of exterior work sufficient to create a structurally sound and watertight exterior of the Paramount Theater and to prepare construction documents to accomplish that result as the “MAR Phase II Project” (or “Phase II”); the Phase II Project will be the subject of an Addendum to this Agreement; and

WHEREAS, the MAR Phase I Project will be undertaken in consultation with the New Jersey Office of Historic Preservation and the City, in recognition of the requirements of the SHPO Easement; and

WHEREAS, the Parties desire to enter into this Agreement for the purpose of setting forth the respective undertakings, rights and obligations of the Parties in connection with the use and administration of the Grant.

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:**SECTION 1. UNDERSTANDING OF THE PARTIES.**

The Parties intend that this Sub Grant Agreement will set forth their understanding regarding the scope and timing of the construction of the MAR Project (i.e. Phase I and Phase II, collectively) to be funded through the distribution, on a reimbursement basis to MAR, from time to time, of the Grant Funds received by the City from the implementation by the New Jersey Department of Community Affairs, Disaster Recovery and Mitigation Division of the Boardwalk Preservation Fund, in an amount not to exceed Thirteen (\$13,000,000.00) Million, and the description of the terms and conditions of the distribution of such Grant Funds, including all required documentation and record keeping. The Parties agree to work together in such a manner that will promote a genuine atmosphere of collaboration and cooperation in support of the completion of the MAR Project and to undertake an effective and efficient relationship to foster completion of the MAR Project, pursuant to sound financial, managerial, and administrative practices. The Parties will cooperate with each other and anticipate communicating and collaborating with each other on a regular basis to accomplish the goals of this Sub Grant Agreement.

SECTION 2. MAR PHASE I PROJECT DESCRIPTION.

The MAR Phase I Project shall be as set forth on EXHIBIT 2, consisting detailed descriptions of the work to be performed by Michael Graves “Graves Proposal “and March Consulting/Construction “March Proposal”, marked EXHIBIT 2a and 2b, respectively, attached hereto and made a part hereof (“Project Description”).

SECTION 3. MAR PHASE II PROJECT DESCRIPTION AND SCHEDULE.

Promptly upon the substantial completion of the MAR Phase I Project, the Parties shall confer in good faith in order to agree on the terms of an Addendum to this Agreement (“Addendum”) that will describe the details of the MAR Phase II and Construction Schedule. It is anticipated that the Addendum shall include a Project Description of the MAR Phase II Project as EXHIBIT 2.

SECTION 4. MAR PHASE I PROJECT SCHEDULE.

The MAR Phase I Project schedule shall begin upon the execution of this Agreement (“Effective Date”) and will be completed no later than ninety (90) days therefrom. The Schedule for the MAR Phase I Project shall be as set forth on EXHIBIT 3, attached hereto and made a part hereof. It is anticipated that the Addendum shall include a Project Schedule for the MAR Phase II Project as EXHIBIT 3.

SECTION 5. LIMITATION ON USE OF GRANT FUNDS.

MAR will not use any of the Grant Funds to undertake any work that consists of improvements or enhancements of any restaurant, bar or other amenity in the Convention Hall Complex. Rather, MAR expressly agrees that Grant Funds may only be utilized for the work set forth on and described in EXHIBIT 2.

SECTION 6. MAR TO OBTAIN FEDERAL, STATE, COUNTY AND CITY PERMITS.

MAR acknowledges and agrees that all projects for BRF funding must comply with all necessary governmental approvals including but not limited to Permits from the New Jersey Department of Environmental Protection, CAFRA, the Department of Community Affairs, the State Historic Preservation Office (including with respect to the SHPO Easement) and any other Federal, State, County or Local Agency or Authority as necessary for the implementation of the MAR Project or any part thereof (“Governmental Approvals”) and that it will expeditiously apply for and obtain all such Governmental Approvals in a timely manner.

SECTION 7. COMMENCE CONSTRUCTION AND COMPLY WITH TIMELINES OF AMERICAN RESCUE PROGRAM.

In recognition that the American Rescue Plan SFRF guidelines from the United States Treasury set clear deadlines for obligating and expending funds, MAR acknowledges and agrees to promptly engage such necessary consultants and contractors in order to timely obligate the Grant Funds and to expeditiously and diligently complete construction on or before December 31, 2026 in a good and workmanlike manner and in compliance with all applicable laws.

SECTION 8. COMPLIANCE WITH GENERAL TERMS AND SCHEDULE OF ASSURANCES.

MAR acknowledges and agrees that it will comply with the GENERAL TERMS, more fully set forth in EXHIBIT 4, and the SCHEDULE OF ASSURANCES, more fully set for the on EXHIBIT 5, each of which are attached hereto and made a part hereof, in order to comply with the provisions of relevant federal statutes, rules and regulations in connection with the requirements of the American Rescue Plan Act- Coronavirus State Fiscal Recovery Fund, which includes New Jersey Prevailing Wage and other Labor Standards. The Parties acknowledge that EXHIBIT 4 and EXHIBIT 5 have largely been excerpted from the underlying Grant and any terms therein that are not otherwise defined herein shall have the meaning ascribed in the Grant, a full and complete copy of which MAR hereby acknowledges receiving. In the event of a conflict between the terms of the Grant and this Agreement, or the terms of any Exhibit or attachment attached hereto and this Agreement, the terms of this Agreement shall control.

SECTION 9. PROJECT LABOR AGREEMENT.

MAR acknowledges and agrees that it will comply with the provisions of Resolution 2023-476 adopted by the Mayor and Council of the City of Asbury Park on October 5, 2023, attached

as EXHIBIT 6, by which the City authorized the use of a Project Labor Agreement (“PLA”) for projects involving costs in excess of Five (5) Million Dollars, and determined, *inter alia*, that where a PLA is utilized that the PLA or the bid shall require the general contractor to utilize best efforts to employ local City residents and to use best efforts to (1) train and mentor local residents and (2) recruit local City residents into apprenticeship programs. MAR agrees to enter into one or more PLAs to implement the purpose of the Resolution in connection with the construction of the MAR Project.

SECTION 10. USE OF GRANT FUNDS BY MAR NOT CONTINGENT ON THE RECEIPT OF OTHER FINANCING SOURCES.

MAR expressly acknowledges and agrees that it will utilize all such Grant Funds that may be provided by the City for the MAR Project and commence and complete the construction of the MAR Project to the extent that it is funded by such amounts, notwithstanding that it may not obtain financing for the remaining elements of any related projects that MAR may seek to implement from tax credit programs or other such funding sources that it may apply for in order to support a potential Casino or Carousel Project or for any other projects that it may seek to implement in the City of Asbury Park, including with respect to any other elements within the Convention Hall Complex.

SECTION 11.. CITY COOPERATION FOR CONSTRUCTION SITE ACCESS.

The City will cooperate with MAR to provide approval in writing for necessary access to the Convention Hall Complex over and across City-owned property during the planning and construction of the MAR Project, subject to receipt, review and approval of detailed plans submitted by MAR to the City, including construction mitigation and staging plans. Such plan(s) shall include protective scaffolding and the demarcation of pedestrian walkways, as appropriate. MAR agrees to promptly submit all information and documentation requested by the City in connection with the MAR Project.

SECTION 12. ESCROW ACCOUNT.

MAR has deposited the amount of \$20,000.00 in an account held by the City (i) to pay the costs incurred by the City for its staff and consultants as are necessary and desirable in connection with the implementation of this Sub Grant Agreement, more particularly for issues that may arise during the MAR Phase I Project, other than for the City’s engineering services as the City anticipates rendering payment for such services from the Grant Funds and (ii) for the negotiation of the MAR Phase II and, (iii) any non engineering issues that may arise during the construction of the MAR Phase II Project. MAR agrees to replenish the escrow account to be used for such purposes, within ten (10) days of the receipt of a notice from the City that the balance in the account, after payment of all outstanding charges against it, falls below the amount of \$ 5,000.00. To the extent that there are escrow funds available in the Escrow account established in SECTION 12 of the Memorandum of Understanding between the Parties, dated October 31, 2023, after the payment of all outstanding payments due to the City thereunder, such funds shall be credited to the escrow account established herein.

SECTION 13. REIMBURSEMENT TO MAR FOR ALLOWABLE COSTS- MAR PHASE I PROJECT.

The process and procedures for the reimbursement to MAR by the City from Grant Funds of the costs to construct the MAR Phase I Project, in an amount not to exceed \$1,200,000 (“Total Allowable Costs”), are set forth in EXHIBIT 7, attached hereto and made a part hereof. The Parties acknowledge that EXHIBIT 7 has largely been excerpted from the underlying Grant and any terms therein that are not otherwise defined herein shall have the meaning ascribed in the Grant. This process for reimbursement of Allowable Costs shall similarly apply to the MAR Phase II Project, unless any Addendum to this Agreement shall expressly provide otherwise.

SECTION 14. GOVERNING LAW.

The interpretation, construction, validity, rights, remedies, obligations, and performance of this Agreement shall be governed in all respects by the laws of the State of New Jersey.

SECTION 15. SEVERABILITY.

If any provision hereof is found to be unenforceable or invalid, such a finding shall not affect the enforceability or validity of any other provision, and any determination that the application of any provision hereof to any person or circumstances is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to any other persons or circumstances.

SECTION 16. BINDING EFFECT.

This Agreement shall inure to the benefit of and be binding upon the Parties hereto and upon their respective heirs, executors, administrators, representatives, successors and assigns.

This Agreement shall be effective as of the date first written above.

_____	_____
By: John Moor	Date
Title: Mayor, City of Asbury Park	

_____	_____
By: Gary Mottola	Date
Title: President, Madison Asbury Retail, LLC	



State of New Jersey

DEPARTMENT OF COMMUNITY AFFAIRS
DISASTER RECOVERY AND MITIGATION
101 SOUTH BROAD STREET
PO Box 823
TRENTON, NJ 08625-0823

PHILIP D. MURPHY
Governor

TAHESHA L. WAY
Lieutenant Governor

JACQUELYN A. SUÁREZ
Acting Commissioner

February 23, 2024

Mayor John Moor
City of Asbury Park
1 Municipal Plaza,
Asbury Park, New Jersey 07712

via email only: john.moor@cityofasburypark.com

Dear Mayor Moor,

Congratulations! On behalf of Governor Philip D. Murphy and the New Jersey Department of Community Affairs (DCA), Division of Disaster Recovery and Mitigation, I am pleased to inform you that your application to the Boardwalk Preservation Fund has been approved. The City of Asbury Park's application for grant funding under the New Jersey Boardwalk Preservation Fund has been recommended to receive an award of \$20,000,000.

You are required to scope and scale the project based on the award amount. We have attached a revised budget template and a budget addendum with a non-exclusive list of eligible expenditures for your project. Please fill out the documents and return them to us by March 15, 2024. Your submission should be made via email to DRM.BPFAApplication@dca.nj.gov. The budget template and budget addendum will be incorporated in your sub-recipient agreement. The Division of Disaster Recovery and Mitigation will contact you to draft and finalize the sub-recipient agreement upon receipt of the revised budget. Funds will be eligible for disbursement upon finalization of the sub-recipient agreement.

In the coming days you will receive an invitation to join a kick-off meeting with all Boardwalk Preservation Fund recipients. If you have any questions regarding this funding, please do not hesitate to contact the DCA's Division of Disaster Recovery and Mitigation via email at DRM.BPFAApplication@dca.nj.gov.

Should you be interested in below market rate financing for the cost of the project not covered by the Boardwalk Preservation Fund, DCA would refer you to the New Jersey Infrastructure Bank (I-Bank). In partnership with NJDOT, the I-Bank co-administers the New Jersey Transportation Bank which receives annual funds from the State's Transportation Trust Fund. The Transportation Bank offers local government units below market rate loans which, because of its discounted interest rates, can save participating borrowers 20-25% of the cost of their project (additional grant-like savings). The Transportation Bank offers short-term financing for engineering and construction costs and legal fees at rates that are typically 1% below the average BAN rate and offers long-term financing upon construction completion for up to 31 years at a blended interest rate of 50% at zero percent and 50% at the market's AAA rate. Please contact Melinda Roslon, I-Bank Project Manager, at 609-219-6584 if you have interest or questions.

Once again, congratulations on your successful application. We look forward to the positive impact your project will have on your community.

Sincerely,

A handwritten signature in black ink, reading "Jacquelyn A. Suarez". The signature is fluid and cursive, with the first name being the most prominent.

Jacquelyn A. Suarez
Acting Commissioner

EXHIBIT 2

MAR Project Description

MAR Phase I Project

The MAR Phase I Project shall consist of the preconstruction investigation of the exterior of the Paramount Theater, the design of exterior work sufficient to create a structurally sound and watertight exterior of the Paramount Theater and to prepare construction drawings for the MAR Phase II Project construction (“MAR Phase I Project”), at a cost not to exceed \$1,300,000.

The MAR Phase I Project is described in detail in the proposals identified below (collectively, “Proposals”) which have been submitted to and accepted by MAR as set forth below:

1. Letter Proposal submitted by Michael Graves, 341 Nassau Street, Princeton NJ, entitled “Proposal for Asbury Park Paramount Theatre Exterior Renovations”, dated February 21, 2025, revised March 14, 2025, attached hereto as Exhibit 2a , and made a part hereof (“Graves Proposal”).
2. Letter Proposal submitted by March Construction/Consulting, 601 Hamburg Turnpike Suite 300, Wayne, NJ, entitled “Proposal for Asbury Park Paramount Theater Investigation”, dated March 20, 2025, attached hereto as Exhibit 2b, and made a part hereof (“March Proposal”).

Anticipated MAR Phase II Project

The MAR Phase II Project shall consist of repairs to the Paramount Theater envelope and Paramount Theater related structural issues, as well as soft costs associated with such work.

Subject to the scope and schedule of values to be established after the completion of the MAR Phase I Project, it is anticipated that the MAR Phase II Project shall consist of the creation of a structurally sound and watertight envelope of the Paramount Theater, which shall include the following construction activities:

1. North Side

- Demolish ramp
- Demolish, remove and restore underground area
- Reconstruct loggia
- Restore loggia ceiling (historical)
- Reconstruct second level promenade
- Parapets, capstones and roofing on second level promenade
- North side elevation reconstruction/repairs
- Historical elements

2. Roof and Flag Tower

Reconstruct/repair flag tower (interior and exterior)
 Roofing and flashing
 Parapets and capstones

3. West Side

Reconstruct loggia
 Restore loggia ceiling (historical)
 Reconstruct second level promenade
 Parapets, capstones and roofing on second level promenade
 West elevation reconstruction/repairs
 Historical elements

4. South Side

Repair First floor elevation
 Repair second level promenade
 Parapets, capstones and roofing on second level promenade
 South elevation reconstruction/repair
 Historical elements

5. Basement

Repair and Restore all walls
 Repair and Restore Floor
 Add Footing/foundations drains and sump pumps
 Extend Roof downspouts

No other work on the Convention Hall Complex shall be performed utilizing the Grant Funds, unless specifically set forth in an Addendum to this Agreement. The final description of the MAR Phase II Project will be the subject of an Addendum to this Agreement, to be prepared and executed upon the conclusion of the MAR Phase I Project, subject to the adoption of a Resolution authorizing same by the City Council.

The MAR Phase I and Phase II Projects (collectively hereinafter, the “MAR Project”), including soft costs and construction costs, shall not qualify for reimbursement under the Boardwalk

Preservation Fund in excess of \$13,000,000. The MAR Project shall consist of the Phase I and Phase II Projects to the extent possible within the \$13,000,000.00 Grant.

MICHAEL GRAVES

Date: February 21, 2025 (Revised March 14, 2025)

To: Mr. John Muly
Madison Marquette
300 Cookman Avenue
Suite 1
Asbury Park, NJ 07712

Re: **Proposal for Asbury Park Paramount Theatre Exterior Renovations**
Project Name: Asbury Park Paramount Theatre Renovations
Project Address: 1300 Ocean Avenue, Asbury Park NJ 07712

Dear Mr. Muly:

Thank you for this opportunity to submit this revised proposal for Professional Architectural and Engineering Design and Historic Preservation Services to be performed by Michael Graves Architecture (MG) for the exterior rehabilitation of the Asbury Park Paramount Theatre by Warren and Wetmore (also architects of New York City's Grand Central Terminal) and opened in 1925, the entire building was designed in a combination of Italian French styles, with an emphasis on nautical themes in recognition of its oceanfront location. Future Architectural and Engineering phases will include the interior of the Theatre, Grand Arcade and Convention Hall which will be informed by details and processes determined in this initial phase. The property was entered into the National Register of Historic Places in 1979. A historic easement has been conveyed on the property by the New Jersey Historic Trust.

The Paramount Theatre consists of a 1,600-seat theatre with a stage as well as ancillary gathering spaces, mezzanine level with dressing rooms, upper interior and exterior terraces, and multiple mechanical areas. The basement consists of storage areas and mechanical areas.

It is our understanding that the Client (and building Owner), Madison Marquette (Madison) intends to have the building exterior renovated to establish a weatherproof and water-tight building envelope to protect the building interior, including the basement and prepare for future interior renovations.

It is also our understanding that the existing building is the subject of the following historic preservation easement.
New Jersey State Historic Preservation Office
Historic Preservation Easement
NJSHPO Easement
for Asbury Park Convention Hall and Paramount Theatre
(Easement by and between Asbury Partners, LLC and NJSPHO and the City of Asbury Park)

We understand the project shall utilize funding via an NJDCA Boardwalk Preservation Fund grant previously awarded to the City of Asbury Park. We further understand that Madison will enter into a Sub-Grant Agreement with the city and all work of this proposal is required to fully comply with the Sub-Grant Agreement requirements and grant eligible activities.

MICHAEL GRAVES

609.924.6409 | MichaelGraves.com

341 Nassau Street, Princeton, NJ 08540

NJ | DC | MD | NY | NC | TN

MICHAEL GRAVES

- The Sub-Grant Agreement is entitled: Boardwalk Preservation Fund Sub-Grant Agreement
- By and between City of Asbury Park (Grantor)
- and
- Madison Asbury Retail, LLC (Sub-Grantee)

We also understand that the Sub-Grant Agreement requires that all work of this proposal and all Investigation and Renovations work must be completed on or before the grant deadline of Dec. 31, 2026.

Our approach includes performing work of this project based on two (2) sequential phases.

The Investigation Phase by March (approximately 10 weeks) is expected to be immediately followed by the Renovations Phase of work by March (projected to be approximately 10 months, to be confirmed at conclusion of the first phase). All work of both phases is to be expedited and scheduled to be completed on or before the grant deadline of Dec. 31, 2026.

These services for the exterior rehabilitation of the Paramount Theatre will be provided in concert with other related services not included in this Proposal, that are contracted separately by the Client with a General Contractor (GC) March Associates Construction, Inc. (March), who will be providing existing documentation of the exterior facades and features. March's team will provide specific repair recommendations for the various material conditions that they discover.

March's team includes structural engineering services. Design documents from March's consultants will be required to submit with permit and construction documents which shall be prepared by MG.

I. SUMMARY OF SCOPE OF WORK

The scope of this proposal is to provide architectural and engineering services to prepare necessary documentation for the rehabilitation of the Paramount Theatre EXTERIOR (only) and that shall be based upon the findings of March's team. These services will be coordinated with Madison Marquette and March for the purpose of committing the Owner's allotted grant funding through the City of Asbury Park. MG's services include:

- 1) Review of proposed areas of work and recommendations by March's team.
- 2) Attending six scheduled design meetings with Client and March's team during the Investigation Phase to assure a smooth transition of information at the completion of the Investigation Phase.
- 3) Construction Documents for Exterior Renovations
- 4) Permit Documents for Exterior Renovations.
- 5) Amendments to previously submitted applications for Historic Tax Credits (HTC) at the State and Federal levels.

Coordination with the appropriate historic agencies for approval shall be provided by Michael Graves. This includes an amendment to the existing Historic Tax Credit submission with the National Park Service and the State of New Jersey Historic Property Reinvestment Program. If a new application is required, this can be provided as an additional service. It is our understanding that any coordination of approvals with the City of Asbury Park will occur through the Client, and MG is available for any assistance.

MICHAEL GRAVES

II. SCOPE OF SERVICES

IIA. INVESTIGATION PHASE

1. In a previous phase under a separate contract a smaller investigation on a limited portion of the exterior was completed for the purpose of creating a schematic set of documents for submission to the National Park Service and the State of New Jersey for historic tax credit review. As this scope was limited due to time constraints and concealed construction, additional investigations are required to move the rehabilitation design forward. Those applications were approved with conditions which require more complete details and information once the further investigations referred to here are carried out and revealed. March's team will provide the investigation services and documentation of their findings and Michael Graves shall assist in an evaluation of existing conditions and recommended repairs to maintain compliance with state and federal requirements.
2. Michael Graves shall attend six scheduled progress meetings with the Client and March's team. These will be a combination of in-person and virtual meetings as determined by the team. MG to compile and distribute meeting minutes.
3. Previous documentation will be reviewed as a team and assessed for missing information.
4. Coordinate with the March team on their estimate of the Cost of Construction.
5. The overall schedule will be reviewed and updated in consultation with the March team and the Client for the Project.
6. MEP shall investigate existing plumbing, electrical and HVAC systems and provide a narrative and concept design defining these systems for future scope.

IIB. INVESTIGATION PHASE-LIMITED CONTRACT ADMINISTRATION

We shall provide Limited Contract Administration services on behalf of the Client (Madison) during the Investigation Phase of work by March (approx. 10 weeks). Upon the conclusion of the Investigation Phase work, Graves shall proceed with the Design Development and Construction Documents Phases as described below to submit completed construction documents suitable for cost estimating and construction.

MG shall provide services customarily limited and primarily focused on advising the client if the Contractor (March) Investigation Phase of work and efforts are proceeding as expected and are being expedited, if this phase is on schedule and within budget, review & process March feedback & deliverables and any challenges, address any impediments or needed adjustments, review & process payment requests and proposed change orders etc...

The Contractor (March) shall submit progress payment requests to MG for review & processing based on a percentage of the overall scope completed and aligned with a pre-approved Schedule of Values. The Schedule of Values is to be mutually agreed upon by the Contractor and MG and approved by the Client (Madison) with input from the City Engineer (T&M), at the time of contract execution and prior to work starting. Each Contractor progress payment request submitted to MG shall be supported by and accompanied by the Contractor's "backup project information", such as but not limited to, copies of weekly status updates, copies of inspection reports, any grant required submissions including certified payrolls (if warranted), an outline of milestones reached and specific portions of work completed, and a general summary of efforts & activities, materials &

MICHAEL GRAVES

equipment, any subcontractors engaged, and progress made since the prior payment request. Each progress payment request shall also include the remaining balance for all remaining work.

IIC. DESIGN DEVELOPMENT

1. During the Design Development Phase, MG shall provide the following services:
2. Review Scope, and Budget with Client.
3. Conduct Bi-weekly progress meetings with Project team which will be a combination of in-person and virtual meetings as determined by the team. Compile and distribute meeting minutes.
4. Develop design with more detail based upon the approved Schematic Approach and approved Tax Credit Submission(s).
5. Prepare Design Development Documents which will illustrate and describe the refinement of the design of the Project including scope, relationships, forms, size, and appearances of the project by means of plans, sections and elevations, and specifications that identify major materials and systems and, in general, their quality levels.
6. As March's team provides quantity and recommendations for repair details, Michael Graves shall evaluate and incorporate this information into the HTC applications, permit and construction documents.
7. The previously completed BIM model will be the basis of documentation and MG shall manage the production of the BIM model and access provided to the consultants, from MG and the Client.
8. Schedule and conduct Internal Coordination meetings with consultants.
9. Perform internal QA/QC review on coordinated drawing set, including consultant drawings.
10. Provide Design Development Deliverables and review with the Client to receive comments.
11. Coordinate with Client's General Contractor to update estimates of the Cost of Construction.
12. MEP shall refine narrative and concept design for plumbing, electrical and HVAC systems to define these systems for future scope.

IID. CONSTRUCTION DOCUMENTS

1. Upon receipt of the Client's acceptance of Design Development Documents and written notification to proceed, the Design Team shall commence with Construction Documents services which include the following:
2. Review updates to schedules, scope, and budget with Client
3. Conduct bi-weekly progress meetings with the Project team which will be a combination of in-person and virtual meetings as determined by the team. MG to compile and distribute meeting minutes.
4. MG shall provide one issuance of Construction Documents for the entire Exterior Rehabilitation Scope. However, should the findings of the Investigation Phase suggest a portion of the Construction Documents be separated as one additional phase, MG is prepared to do so as part of this Proposal.
5. Provide all Drawings (Plans, Sections, Elevations, Details, Diagrams, Schedules, etc.) which shall be developed in sufficient detail to describe and illustrate the full extent of the Work for the project. Drawings to be included, but not limited to:
 - o *Removals plans*
 - o *Architectural Drawings*
 - o *MG will utilize AutoCAD files describing the quantities and areas provided by March's team within their model documents to prepare some of the Construction Documents.*

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- *Structural Drawings (by Client's Consultant)*
 - *MEPF and Lighting Drawings. Lighting design for architectural exterior lighting and service lighting is included in this proposal. MEPF scope is limited to electrical only to connect exterior electrical lighting and service elements back to the existing electrical room in the Paramount. Future permanent power for the entire building as well as mechanical systems will be part of a future phase and interior fit-out of the Paramount and are not included in this Proposal.*
 - *Site/Civil Drawings (By Client's Consultant)*
6. Provide all Specifications, in a CSI (Construction Specifications Institute's) format, which are developed to the necessary details for review, comment, and acceptance of the Client. Specifications to be included but not limited to:
 - *General Conditions Specifications*
 - *Architectural Specifications*
 - *Structural Specifications (By Client's Consultant)*
 - *MEPF and Lighting Specifications. Lighting design for architectural exterior lighting and service lighting is included in this proposal. MEPF scope is limited to electrical only to connect exterior electrical lighting and service elements back to the existing electrical room in the Paramount.*
 - *Site/Civil Specifications (By Client's Consultant)*
 7. Conduct internal coordination meetings required for Consultants listed within Design Team Article IV.
 8. Perform internal QA/QC review on coordinated drawing set, including consultant drawings.
 9. Coordinate with Client's General Contractor to update estimates of the Cost of Construction.

IID. PERMITTING & BIDDING

1. During the Permitting and Bidding Phase, MG shall provide the following services:
2. Assist Client in obtaining necessary Permits for the construction of the Work from the City of Asbury Park. Any other required permit applications beyond the Building Permit will be provided by the Client's Consultant.
3. It is understood that the Client will be negotiating the price of work with the General Contractor and that this project will not be bid to multiple contractors.
4. Respond to any Pre-Construction questions (interpret plans & specifications) by the GC.
5. Prepare and issue any required updates and supplementary drawings for the plans and specifications.
6. Review GC's cost estimate breakdown and provide comments for the Client.

III. RENOVATIONS PHASE CONSTRUCTION ADMINISTRATION

1. We shall provide Construction Administration Services for the Renovation Phase (approx. 10 month duration), customarily provided to regularly advise the Client if the project is on schedule, within budget, progressing as expected, set & manage stakeholder expectations, ensure construction aligns with the design intent and project requirements, provide feedback from site visits and observations, review & process shop drawings and submittals, ensure construction generally conforms to the construction documents, oversee project coordination and communications, resolve conflicts/ disputes, review and process payment requests, review and process change orders, prepare & oversee punch list, facilitate final walk through, coordinate final acceptance and closeout.

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- No fee is provided at this time. MG's fee for Renovations Phase - Construction Administration shall be determined after the investigation phase of work and MG's final construction documents are completed.

IV. HISTORIC AGENCY COORDINATION

- Archaeology is required only if civil work is included. If required, archaeology services will be provided as an additional service.
- Services will be provided for the Application for National Park Service (NPS) Historic Rehabilitation Tax Credit and the New Jersey Historic Property Reinvestment Program (NJEDA) and will be as follows:

IVA. NPS.NJEDA Amendment to the Description of Rehabilitation (Part 2 Amendment):

- Prepare Amendment to the Part 2 Application for NPS Historic Rehabilitation Tax Credit and the New Jersey Historic Property Reinvestment Program including photographs, photograph labels and keys, Application forms, and attachments and coordinate Application with NPS and NJEDA.
- Fee for Amendment scope is based on filing Amendments to both NPS and NJEDA concurrently. If Amendments are prepared and filed on separate timelines and/or separate scopes of work, additional services may be incurred.
- Fee established is for the AMENDMENTS described in IVA-1 above and not for any additional amendments should they be required. Any additional amendments will be considered Additional Services at the same rate.

IVB. NEW JERSEY HISTORIC TRUST (NJHT) Historic Easement:

- Prepare Request for Approval Form, referred to as Schedule E: Prepare appropriate forms and attachments including drawings and photographs required for submission to the Easement Committee. Coordinate with NJHT for approvals or follow up questions/comments on application. Drawings required for submission to be completed under separate scope of work.
- Coordination with archaeology services.
- Additional easement work scope applications will be provided as requested as an Additional Service.

Summary: 1 meeting per application

V. DESIGN TEAM

- ARCHITECT:** Michael Graves
- MECHANICAL, ELECTRICAL, PLUMBING (MEP) ENGINEER:** Loring Consulting Engineers, Inc.
- ARCHITECTURAL LIGHTING:** Bliss Fasman Inc.
- Not included in this Proposal as noted below:
 - ARCHAEOLOGY: SEARCH, Inc. (Only required if civil work is included and as an Additional Service)
 - CONSERVATOR: EverGreene (removed from this Proposal; available as Additional Service, if required)

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- FIRE PROTECTION: Loring Consulting Engineers, Inc. (If required as Additional Service)
- STRUCTURAL ENGINEER: Colliers Engineering (Contracted separately by March)
- COST ESTIMATOR: Contracted separately by Client
- CIVIL ENGINEER: Colliers Engineering & Design (Contracted separately by Client)
- GEOTECHNICAL ENGINEER: Colliers Engineering & Design (Contracted separately by Client)

VI. DESIGN TEAM COMPENSATION

A. For the Scope of Services described above, the fee shall be billed on a **LUMP SUM** basis as follows:

DESIGN PHASE	MG	MEP	Arch.Lighting	TOTAL FEES
IIA. INVESTIGATION	\$ 25,000.00	\$ 20,000.00		\$ 45,000.00
IIB. RENOVATIONS PHASE LIMITED CONSTRUCTION ADMINISTRATION	\$12,500.00			\$12,500.00
IIC. DESIGN DEVELOPMENT	\$ 210,500.00	\$ 20,000.00	\$ 15,000.00	\$ 245,500.00
IID. CONSTRUCTION DOCUMENTS	\$ 180,500.00	0	\$ 15,000.00	\$ 195,500.00
III. PERMITTING & BIDDING	\$ 12,000.00	\$ 1,000.00		\$ 13,000.00
IV. HIST. AGENCY COORDINATION				
IVA. NPS/NJEDA 1 Amendment ea. filed concurrently	\$ 8,000.00			\$ 8,000.00
IVB. NJHT Easement per Work Scope Application	\$ 8,000.00			\$ 8,000.00
Contingency				\$ 85,000.00
TOTAL FEES through Permitting Phase	\$ 456,500.00	\$ 41,000.00	\$ 30,000.00	\$ 612,500.00

B. Invoices shall be submitted with supporting back-up from MG by the fifth (5th) of each month based upon the work completed through the end of the prior month and shall be paid by the Client by the end of the month in which the invoice is submitted

C. Exclusions:

- a. *Design for HAZMAT*
- b. *Permit application fees to the local jurisdiction shall be paid by Client.*
- c. *Those services contracted separately by the Client as identified above.*

VII. ADDITIONAL SERVICES

If requested and authorized by the Client, the Architect will provide Additional Services for the Project. Any services not specifically identified in the Scope of Services outlined above are considered an additional service. Additional services include, but are not limited to, the following:

A. Graphics

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1. Renderings: MG can provide computer generated, illustrative renderings to be used to communicate a building or interior design.
2. Animation(s): MG can provide computer generated, illustrative animations which simulate aerial flyovers and/or interior walk-throughs to communicate an experience of the exterior and/or interior of the project.

B. Furniture, Fixtures, & Equipment (FF&E) Selection & Specifications

C. Custom Graphics, Signage Design & Specifications

1. Room signage, room numbering, and general wayfinding signage not required by code.
2. Provide graphics signage package to include custom wall graphics and/or displays including wall murals, decals, and other 2D/3D graphics, historical story-telling timeline or custom photographic displays, corporate messaging, and electronic signage and message boards. Levels of Detail can vary.

D. Other Additional Services

1. Additional meetings other than those listed above.
2. Revising documents inconsistent with approvals or instructions previously given by Client, including changes in Client's budget.
3. LEED Certification
4. Energy Modeling and Commissioning Services.
5. Record Drawings
6. Evaluating substitutions proposed by the GC and making subsequent revisions to drawings, specifications, and other documentation subsequent to the completion of the Permitting and Bidding Phase.
7. Attendance at any Public meetings.
8. Providing services in connection with a public hearing, a dispute resolution proceeding, or legal proceeding except where the Architect is party thereto.
9. Assist Client with contract negotiations.
10. Permit Expediting.
11. Cost Estimating.
12. Hazardous Materials Abatement.
13. Legal or Property Line negotiations.
14. Archaeology Services
15. Conservator Services
16. Fire Protection Engineering

For any hourly or additional services, Architect's compensation shall be billed at the rates listed below:

Standard Billing Rates

	\$/Hour
Principal	\$275.00
Senior Project Manager	\$185.00

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Project Manager	\$175.00
Architect	\$165.00
Design Professional	\$135.00
Administrative	\$95.00

These rates may change annually on January 1st at the Architect's discretion.

E. Reimbursable Expenses

Expenses incurred by the Architect in relation to this Project shall be billed to Client at 1.10 times the amount expended by the Architect and are separate from the Architect's fee ("Reimbursable Expenses"). Expenses include, but are not limited to, the following:

1. Printing for Project coordination, authority reviews, bidding or construction or Client requests.
2. Reproducible drawings, photocopies, documentation photographs.
3. Messenger and express courier deliveries.
4. Mileage at current IRS rate.
5. Equipment rental, as approved by Client.
6. Testing services, as approved by Client.
7. Out-of-town travel and expenses
 - i. **These expenses are included in the fees noted above** (i.e. not expensed)
8. Permit fees, survey documents, estimating fees, etc., as requested by Client.

To the extent other engineering, design, cost estimating or construction services that are necessary for completion of the project under this Agreement and are not listed as a member of the design team, these services will be billed as Reimbursable Expenses.

VI. TERMS AND CONDITIONS

Incorporated below as part of this Agreement between Client and Architect are the "Standard Terms and Conditions". This Agreement represents the entire integrated Agreement between parties and supersedes all prior negotiations, representations, or agreements, written or oral. This Agreement may be amended only by written instrument signed by all parties. If Client directs the Architect to perform services set forth in this Agreement without signing the Agreement, such verbal direction constitutes acceptance by Client of the terms of this Agreement including the Standard Terms and Conditions listed below.

1. Any objection which the Client may have to any invoice issued by MG shall be made in writing and delivered to MG within seven (7) days of receipt by the Client.
2. In the event a retainer is required by MG, the retainer will be applied to the final invoice generated by MG issued to the Client.
3. The hourly billing rates effective during the time of services are provided under this agreement and the letter proposal shall only be modified in writing upon written agreement of MG and the Client. The rates shall be adjusted in accordance with MG's and MG's consultants' normal review practices.

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4. The Agreement for the project may be terminated by either party at any time for convenience upon fourteen (14) days written notice for any or no reason. In the event of such termination by either party, MG shall be compensated for all services performed prior to termination, including all reimbursable expenses and costs.
5. All items prepared by MG under the Agreement are not intended for re-use by the Client or for use by the Client on any other project. All items prepared by MG shall visibly bear MG's name, logo and/or corporate address. MG reserves the right to revoke any documents, plans, animations, or images, in the event MG is made aware of any unauthorized or prohibited use by the Client. The Client assumes the risk of any damages arising from such unauthorized or prohibited use of MG's property and agrees to defend, indemnify, and hold MG harmless from all damages or claims arising from MG's revocation of certifications, statements and/or seals.
6. The Client shall not transfer this agreement or any interest herein without the prior written consent of MG. The Agreement shall be binding upon the parties, their successors, and assigns. MG may, without consent of the Client, assign or transfer this agreement to any subsidiary or affiliate of MG, or subcontract any portion of the services hereunder, in whole or in part.
7. Each party hereto acknowledges its full understanding of this Agreement and the letter proposal, and that there are no verbal promises, understandings, or other agreements in connection here within. All previous negotiations and agreements between the parties are merged into this agreement and the letter proposal, which in conjunction, fully and completely express the entire agreement between parties.
8. The Client agrees to hold harmless MG from and against all claims, liabilities, fees, judgements, or expenses of any kind arising out of the work performed by MG unless and until there is a finding by a court of competent jurisdiction or arbitrators that the damages alleged by the claimant were caused by MG. It is agreed by the Client that this indemnification shall be applicable and all legal fees, costs and expenses of any kind incurred by MG as a result of a frivolous claim rising out of this project where MG is found to not be responsible for said claim.
9. The Client shall inform MG as to any hazardous and toxic material, including asbestos, which may exist within the subject areas. If any hazardous material is uncovered during the design or construction process, the Client shall be responsible for the proper removal and notification of such materials and shall hold MG harmless and indemnify MG against any claims. The architect and or architect's consultants shall have no responsibility for discovery, presence, handling, removal, or disposal of or exposure of persons to hazardous material or toxic substances in any form at the project site.
10. Photographic or Artistic Representation: The Architect shall have the right to include photographic or artistic representation of the design of the project among the Architect's promotional and professional material. The Architect shall also have exclusive rights to publish, or have the work published by magazines if so desired. The Architect shall be given reasonable access to the completed project to make such representation. However, the Architect's material shall not include the Client's confidential or proprietary information if the Client has previously advised the Architect in writing of the specific information considered by the Client to be confidential or proprietary. The Client shall provide professional credit for the Architect in the Client's promotional materials for the project.
11. Instruments of Service: Drawings, specifications, and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and Clients of their respective Instruments of Service and shall retain all common law, statutory and other reserved right, including copyrights.
12. Upon execution of this Agreement, the Architect grants to the Client a nonexclusive license to reproduce the Architect's Instruments of Service solely for the purposes of constructing, using and maintaining the Project, provided that the Client shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants with this agreement. Any termination of this agreement prior to completion of the agreement shall terminate this license.

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

Sincerely,



Jon G. Fisher, AIA
Principal
jfisher@michaelgraves.com

ACCEPTED

Name (printed): _____
Signature: _____
Title: _____
Company: _____
Date: _____

MICHAEL GRAVES

609.924.6409 | MichaelGraves.com

341 Nassau Street, Princeton, NJ 08540

NJ | DC | MD | NY | NC | TN



March 20, 2025
 John Muly
 Madison Marquette
 300 Cookman Ave, Suite 1
 Asbury Park, NJ 07712

Re: Proposal for Asbury Park Paramount Theater Exterior Investigation

Thank you for the opportunity to submit this proposal for the detailed investigation of the exterior of the Paramount Theater in Asbury Park. The Paramount Theater (Paramount) is an historical building completed in 1930. Madison Marquette (Madison) desires to engage the March Associates Construction, Inc. (Contractor) for an intensive investigation regarding the renovation of the exterior of the Paramount and certain other items listed in this proposal.

It is our understanding the Client (and building Owner), Madison Marquette (Madison) intends to have the building exterior renovated to establish a weatherproof and watertight building envelope to protect the building interior, including the basement and prepare for future interior renovations. It is also our understanding that the existing building is the subject of the following historic preservation easement(s).

New Jersey State Historic Preservation Office
 Historic Preservation
 Easement NJSHPO
 Easement
 for Asbury Park Convention Hall and Paramount Theatre
 (Easement by and between Asbury Partners, LLC and NJSPHO and the City of Asbury Park)

We understand the project shall utilize funding via an NJDCA Boardwalk Preservation Fund grant previously awarded to the City of Asbury Park. We further understand that Madison will enter into a Sub-Grant Agreement with the city and all work of this proposal is required to fully comply with the Sub-Grant Agreement requirements and grant eligible activities.

The Sub-Grant Agreement is entitled:
 Boardwalk Preservation Fund Sub-Grant
 Agreement by and between
 City of Asbury Park
 (Sub-Grantor) and
 Madison Asbury Retail, LLC (Sub-Grantee)



Asbury Park Paramount Theater Exterior Investigation
March 20, 2025

We also understand that the Sub-Grant Agreement requires that all work of this proposal and all Investigation and Renovations work must be completed on or before the grant deadline of Dec. 31, 2026.

Our approach includes performing work of this project based on two (2) sequential phases.

The Investigation Phase by March (approximately 10 weeks) is expected to be immediately followed by the Renovations Phase of work by March (projected to be approximately 10 months, to be confirmed at conclusion of the first phase)

All work of both phases is to be expedited and scheduled to be completed on or before the grant deadline of Dec. 31, 2026.

Scope of Services

1. The scope of the investigation covered by this proposal shall include the areas of the Paramount as described in Exhibit A. We also understand that Madison is engaging Michael Graves Architects (Graves) for certain architectural services including Contract Administration in connection with the investigation.

We understand that Graves shall be contracted directly with the Client (Madison) to provide Limited Contract Administration services on behalf of the Client (Madison) during the Investigation Phase of work by March (approx. 10 weeks).

We understand that Graves shall provide services customarily limited and primarily focused on advising the Client (Madison) if the Investigation Phase of work and efforts are proceeding as expected and are being expedited, if this phase is on schedule and within budget, review & process March feedback & deliverables, address any impediments or needed adjustments, review & process payment requests and process any proposed change orders etc.

2. The investigation, in coordination with Graves, shall include the following elements:
 - Collaborate with SHPO to establish acceptable practices and procedures
 - Determine the extent of brick removal and replacement
 - Assess the scope of cast stone water-table removal, replacement, and repair
 - Identify the extent of steel reinforcement
 - Establish the scope of steel waterproofing requirements
 - Evaluate the extent of terra-cotta repair, refurbishing and reglazing if possible
 - Define the scope for terra-cotta replacement in kind or with similar materials as permitted
 - Determine the extent of repointing required
 - Assess reroofing needs
 - Evaluate why the upper flag tower is leaking and determine the source of the leaks
 - Evaluate upper-level Loggia structural roof support requirements



Asbury Park Paramount Theater Exterior Investigation
March 20, 2025

- Determine the extent of exterior receiving slab reinforcement and replacement.
- Assess the scope and materials/alternates for vaulted exterior ceiling needs
- Define appropriate mortar mixes for restoration
- Identify cleaning methods, ranging from steaming to low-pressure washing with or without chemicals
- Establish demolition methods for brick and glazed terra-cotta, emphasizing the use of hand tools
- Determine scaffolding, boom lifts, and associated equipment requirements
- Plan for temporary services, staging areas, and temporary fencing
- Develop detailed cost estimate for the proposed work
- Provide the necessary comprehensive information for Madison to make the appropriate informed decisions with regard to design and pricing.
- Provide a schematic design for the MEP to enable more accurate utility capacities, locations and pricing.
- Since NJ-SHPO will be engaged in the entire restoration process and will be on-site during the investigation, working with SHPO to determine means and methods for historical restoration on both the exterior and the interior.

3. The purpose of the investigation and this proposal is to determine the best means and methods for the exterior renovation; to identify the appropriate form of construction drawings and construction documents that will be required for the renovation; and to provide the information necessary to estimate the cost of the renovation more precisely.

4. Contractor will engage an historical architect, a specialty subcontractor, and a structural engineer in connection with the investigation.

Specific historical architectural services to be performed in connection with the investigation include:

- Hand-on survey of four exterior facades
- Sound the exterior surfaces to determine the condition of the material and locate void spaces
- Document existing conditions with keyed annotated drawings
- Study deteriorated conditions and develop project specific restoration details
- Prepare reflected ceiling plan on the arcade on west and north sides of the theater
- Propose detailed treatment of all terra cotta elements and other historical elements
- Coordinate acceptance of proposed treatments with NJ-SHPO

Specific specialty subcontractor services to be performed in connection with the investigation include:

- Investigate flag tower for leaking and proposed remedial restoration
- Methods, procedures and workplans for remedial restoration of the entire exterior of the theater



Asbury Park Paramount Theater Exterior Investigation
March 20, 2025

- 20 days of hands-on surveys and inspections
- SHPO and alternative materials and procedures
- Project specific repair details
- Supplier/consultant sourcing (access, engineering, shop drawings, terra cotta, metals)
- Full budget package
- Inspections, surveys and sampling of the entire exterior, to be performed by union laborers from boom lifts

Specific structural engineering services to be performed in connection with the investigation include:

- Review proposed architectural drawings and coordinate with design team
- Design the steel façade framing repairs
- Design the steel framing and slab repairs for the ramp on the north side
- Design the steel framing and slab repairs at the area adjacent stairway on the north side of the theater
- Design the steel framing and the slab repairs on the underside of the roof on the west loggia
- Design the repair on the wall and roof framing of the flag tower.

The investigation will provide all information necessary for Grave to prepare full permit-ready construction drawings, and to enable a detailed bid for the restoration of the exterior of the Paramount Theater to be prepared.

Allowances

\$7,000 for man lift rentals

Exclusions

Any hazardous waste or hazardous material investigation

Additional sub-consultants for specialized material analysis

Additional testing for specialized materials and compositions

Studies or investigations relating to environmental and sustainability standards

Compensation

For its services under this Agreement Contractor shall be entitled to compensation of \$625,000, plus a contingency of \$75,750, for a maximum total of \$700,750. The compensation shall be paid via a series of progress payment requests.

The contingency is expected to be utilized based on the Client (Madison) discretion and only if and where directed and authorized in writing and in advance, by the client (Madison) and endorsed by Graves.

We shall submit progress payment requests to Graves for review & processing based on a percentage of the overall scope completed and aligned with a pre-approved Schedule of Values. The Schedule of Values is to be mutually agreed upon by us and Graves and approved by the Client (Madison) with input from the City Engineer (T&M), at the time of contract execution and



Asbury Park Paramount Theater Exterior Investigation
March 20, 2025

prior to work starting. Each progress payment request submitted to Graves shall be supported by and accompanied by “backup project information”, such as but not limited to, copies of weekly status updates, copies of inspection reports, any grant required submissions including certified payrolls (if warranted), an outline of milestones reached and specific portions of work completed, and a general summary of efforts & activities, materials & equipment, any subcontractors engaged and progress made since the prior payment request. Each progress payment request shall also include the remaining balance for all remaining work.

The following is our tentative sequence and timeframes of progress payment requests based on our proposed project schedule.

- i) \$105,000 upon the execution of this Proposal and beginning the investigation
- ii) \$ 275,000 as of the time of 50% completion after the execution of this Proposal and beginning of the investigation.
- iii) \$ 240,750 as of when the investigation is substantially completed, approximately 90% (except for services related to coordinating with Graves for the construction drawings)
- iv) \$80,000 upon the full and final completion and acceptance of all services under this Proposal.

With regard to payments i), ii) and iii), Contractor shall submit an invoice on the “as of” date, and Madison shall pay the invoice submitted within 25 days.

Any additional services provided which are not covered by this Proposal, or in excess of Allowances, as approved by Madison, shall be billed as incurred and shall come from the Contingency.

Schedule

The detailed investigation described in this Proposal shall be substantially completed within 10 weeks of the date on which this Proposal is executed and the investigation begins. Coordinating services shall continue until the Graves construction drawings are completed.

This proposal is contingent upon the adoption of a resolution by the City Mayor and Council authorizing the execution of the Subgrant Agreement for the project.

Sincerely,
March Associates Construction, Inc.

By: Lou March
Accepted by:
Madison Asbury Retail, LLC

By: Gary Mottola, President



Asbury Park Paramount Theater Exterior Investigation
March 20, 2025

Exhibit A

Paramount Exterior Scope

Sufficient to create structurally sound and watertight envelope

North Side

- Demolish ramp
- Demolish, remove and restore underground area
- Reconstruct loggia
- Restore loggia ceiling (historical)
- Reconstruct second level promenade
- Parapets, capstones and roofing on second level promenade
- North side elevation reconstruction/repairs
- Historical elements

West Side

- Reconstruct loggia
- Restore loggia ceiling (historical)
- Reconstruct second level promenade
- Parapets, capstones and roofing on second level promenade
- West elevation reconstruction/repairs
- Historical elements

South Side

- Repair First floor elevation
- Repair second level promenade
- Parapets, capstones and roofing on second level promenade
- South elevation reconstruction/repair
- Historical elements

Roof and Flag Tower

- Reconstruct/repair flag tower (interior and exterior)
- Roofing and flashing
- Parapets and capstones



Asbury Park Paramount Theater Exterior Investigation
March 20,2025

Basement

- Repair and Restore all Walls
- Repair and Restore Floor
- Repair and Restore any windows and doors
- Add Footing / foundation drains and sump pumps
- Extend Roof downspouts

EXHIBIT 3
PROJECT SCHEDULE
MAR PHASE I PROJECT INVESTIGATION, DESIGN, AND CONSTRUCTION
DOCUMENT SCHEDULE

The MAR Phase I Project shall be completed within no later than ninety (90) days from the Effective Date of this Agreement, as set forth in the Graves Proposal and the March Proposal which are fully incorporated herein as EXHIBITS 2a and 2 b, respectively.

EXHIBIT 4**GENERAL TERMS (Partially Excerpted from the Grant)****GENERAL**

- I. Compliance with Existing Laws
- II. Bonding and Insurance
- III. Indemnification
- IV. Assignability
- V. Availability of Funds
- VI. Special Grant Conditions for “High Risk” Grantees

POST-AWARD REQUIREMENTS

- VI. Financial Management System
- VII. Method of Payment
- VIII. Allowable Costs
- IX. Period of Availability of Funds
- X. Matching and Cost Sharing
- XI. Program Income
- XII. Audit Requirements
- XIII. Budget Revision and Modification
- XIV. Property Management Standards
- XV. Procurement Standards
- XVI. Monitoring of Program Performance
- XVII. Financial and Performance Reporting
- XVIII. Access to Records
- XIX. Record Retention
- XX. Enforcement
- XXI. Termination and Suspension

AFTER-THE-GRANT REQUIREMENTS

- XXII. Grant Closeout Procedures

I. Compliance with Existing Laws

The Sub Grantee, by executing this Agreement and accepting this grant, agrees to comply with all federal, State, and municipal laws, rules, and regulations applicable to the activities in which the Sub Grantee is engaged in the performance of this grant.

The Sub Grantee hereby binds itself, certifies and assures that it will comply with all federal, State, and local laws and regulations, policies, guidelines, and requirements, as they relate to the acceptance and use of federal CSFRF Funds, including all applicable State and Federal Executive Orders. The Parties expressly acknowledge that the matters which are the subject of this Grant Agreement are governed by the ARP Act, including subtitle M, and administered by the U.S. Treasury, and may be subject to ongoing modifications and clarifications. The Sub Grantee agrees to comply with all applicable CSFRF requirements and federal cross-cutting statutes and regulations as more fully detailed in the Schedule of Assurances attached hereto as Exhibit 5 and made a part hereof, in addition to the U.S. Treasury Guidance and Frequently Asked Questions, the U.S. Treasury Final Rule, and federal regulations at 31 CFR Part 35 as they may be updated from time to time, and subject to any other exceptions and waivers that may be issued by U.S. Treasury that affect CSFRF Funds.

In addition to laws, rules and regulations governing the Sub Grantee's specific type of activities, Sub Grantee shall comply with the following:

Federal Office of Management and Budget (OMB) documents:

- Federal OMB Super Circular Information, 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (available on the Internet at <https://www.nj.gov/treasury/omb/supercircular.shtml>)

New Jersey Department of the Treasury, Office of Management and Budget documents:

- Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid. (available on the internet at http://www.state.nj.us/infobank/circular/cir1508_omb.pdf)

State Affirmative Action Legal Citations:

- The Sub Grantee shall require its contractors to comply with the requirements of N.J.A.C. 17:27, applicable provisions of N.J.S.A. 10:5 et al., and P.L. 1975, c.127 and all implementing regulations.

Sub Grantee acknowledges and agrees that failure to comply with all applicable federal and State laws, rules and regulations shall be grounds for termination of this Agreement pursuant to Section XXII(C).

II. Bonding and Insurance

It is the responsibility of the Sub Grantee to ensure all insurance requirements consistent with the business/not-for-profit entity are extended to include the purposes and intent of this grant award. The Sub Grantee shall obtain Performance and Payment Bonds from Graves and March to ensure a Performance Bond in an amount to assure the complete restoration of any damage to the Paramount Theater resulting from the MAR Phase I Project investigation in order to assure that the Paramount Theater is restored to the condition existing immediately prior to the commencement of the MAR Phase I Project. The terms of Performance and Payment Bonds regarding the MAR Phase II Project shall be set forth in the Addendum. Any Performance and Payment Bond shall be released following the full and final written acceptance of the MAR Project or such applicable Phase thereof by the City and the City Engineer (“Final Completion”).

III. Indemnification

The Sub Grantee shall be solely responsible for and shall keep, save, and hold the State of New Jersey and the City of Asbury Park harmless from all claims, loss, liability, expense, or damage resulting from all mental or physical injuries or disabilities, including death, to its employees or recipients of the Sub Grantee’s services or to any other persons, or from any damage to any property sustained in connection with the delivery of the Sub Grantee’s services that results from any acts or omissions, including negligence or malpractice, by any of its Sub Grantee’s directors, employees, agents, servants or independent contractors, or from the Sub Grantee’s failure to provide for the safety and protection of its employees, whether or not due to negligence, fault or default of the Sub Grantee. The Sub Grantee shall indemnify the City and be solely responsible for the refund to the State or Federal governments of any payments made to it pursuant to this Agreement that has been determined not to be an Allowable Cost. The Sub Grantee’s responsibility shall also include all legal fees and costs that may arise from these actions. The Sub Grantee’s liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, refund, claims, expense, or damage resulting from acts occurring prior to termination.

IV. Assignability

The Sub Grantee shall not assign or transfer any interest covered by this sub grant, except as may be provided for in this sub grant or with the express written approval of the City.

V. Availability of Funds

The Sub Grantee shall recognize and agree that both the initial provision of funding and the continuation of such funding under the Sub Grantee Agreement is expressly dependent upon the availability to the Department of Community Affairs (“Department”) of funds appropriated by the State Legislature or transferred by Treasury from State and/or federal revenue or such other funding sources as may be applicable. A failure of the Department to make any payment under the Subrecipient Agreement with the City or to observe and

perform any condition on its part to be performed under the Subrecipient Agreement as a result of the failure of the Legislature to appropriate or Treasurer to transfer shall not in any manner constitute a breach of the Sub Grant Agreement by the City or an event of default under the Sub Grant Agreement and the City shall not be held liable for any breach of the Sub Grant Agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from the Department beyond the duration of the award period set forth in the Subrecipient Agreement and in no event shall the Subrecipient Agreement or the Sub Grant Agreement be construed as a commitment by the Department or the City to distribute funds beyond the termination date set in the Subrecipient Agreement.

VI. Special Grant Conditions for “High Risk” Grantees (or Subrecipients)

- A. Subrecipient may be considered “high risk” if the Department determines that a Subrecipient exhibits one or more of the following characteristics:
 1. Has a history of unsatisfactory performance.
 2. Is not financially stable.
 3. Has a financial management system which does not meet the standards set forth in section VII.
 4. Has not conformed to terms and conditions of previous awards.
 5. Is otherwise not responsible and the Department determines that an award will be made, then special conditions and/or restrictions shall correspond to the high-risk condition and shall be included in the award.

- B. Special conditions or restrictions applicable to high-risk Subrecipients may include:
 1. Payment on a reimbursement basis.
 2. Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period.
 3. Requiring additional, more detailed financial reports.
 4. Additional project monitoring.
 5. Requiring the Subrecipient to obtain technical or management assistance.
 6. Establishing additional prior approvals.

- C. The Department may in its sole discretion impose any of the above conditions on Subrecipient before or during the term of the grant. To impose a condition on Subrecipient pursuant to this section, a Department official will notify the Subrecipient as soon as possible, in writing of:
 1. The nature of the special conditions/restrictions.
 2. The reason(s) for imposing special conditions.
 3. The corrective actions which must be taken before the special conditions will be removed by the Department and the time allowed for completing the corrective actions.

4. The method of requesting reconsideration of the conditions/restrictions imposed.

VII. Financial Management System

- A. The Sub Grantee shall be responsible for maintaining an adequate financial management system, and will immediately notify the City when the Sub Grantee cannot comply with the requirements established in this section of Exhibit B.

- B. Sub Grantee financial management system shall provide for:

1. Financial Reporting

Accurate, current, and complete disclosure of the financial results of each sub grant in conformity with generally accepted principles of accounting, and reporting in a format that is in accordance with the financial reporting requirements of this Sub Grant Agreement.

2. Accounting Records

Records that adequately identify the source and application of funds for activities supported by the City's expenditure. These records must contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, expenditures, and income., as applicable.

3. Internal Control

Effective internal and accounting controls over all funds, property, and other assets. The Sub Grantee shall adequately safeguard all such assets and assure that they are used solely for authorized purposes.

4. Budget Control

Comparison of actual expenditures or outlays with budgeted amounts for each sub grant. Also, the relationship of financial information with performance or productivity data, including the development of unit cost information required by the Department or the City.

5. Allowable Cost

Procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of federal and State requirements pursuant to 2 C.F.R. Part 200.403 et seq.

6. Source Documentation

Accounting records that are supported by source documentation.

7. Cash Management

Procedures to minimize the time elapsing between the advance of funds from the City, if any, and the disbursement by the Sub Grantee, whenever funds

are advanced by the City. The Sub Grant will be distributed by the City on a reimbursement basis, after documentation satisfactory to the City is provided. The City shall not have an obligation to advance any funds under this Sub Grant Agreement, but in its discretion, it may do so.

- C. The City may require the submission of a statement attesting to the adequacy of the Sub Grantee's accounting system, as provided in Section VII of this Exhibit C.
- D. The City may review the adequacy of the financial management system of the Sub Grantee for financial assistance. If the City determines that the Sub Grantee's accounting system does not meet the standards described in paragraph B above, additional information to monitor the grant may be required by the City upon written notice to the Sub Grantee, until such time as the system meets with City's approval.

VIII. Method of Payment

- A. Form of Payment – Sub Grantee must agree to accept payments **via** an Automated Clearing House (ACH) transaction. Subject to the exceptions listed at 2 CFR 200.305(b)(8), all cash advance funds disbursed to the Sub Grantee must be deposited in an interest-bearing account.
- B. Reimbursement of Allowable Costs Incurred by MAR – The Reimbursement of Allowable Costs incurred by MAR shall be as set forth in EXHIBIT 7 Reimbursement For Allowable Costs.
- C. Final Payment Withheld – At the City's discretion, a fixed amount may be withheld from the last payment request pending receipt of the final reports prescribed in the Agreement.

IX. Allowable Costs

- A. Limitation on Use of Grant Funds. Grant Funds must be used only for allowable, direct costs relating to the investigation and construction of exterior restoration of the Paramount Theater which is the western portion of the Convention Hall complex, sufficient to create a structurally sound and watertight envelope,
- B. The MAR Phase I Project shall be in an amount not to exceed \$1,200,000.00.
- C. The remainder of the Grant Funds shall be spent in accordance with the Addendum to this Agreement to be established upon completion of the MAR Phase I Project. All Grant Funds shall be spent on items relating to the Paramount Theater portion of the Convention Hall Complex to ensure the exterior envelope of the Paramount Theater is structurally sound and watertight.

- D. Applicable Cost Principles. For each type of organization, there is a set of federal principles for determining allowable costs. Allowable costs will be determined in accordance with applicable federal cost principles specific to the organization incurring the costs (e.g., 2 CFR Part 200), and State requirements.

X. Period of Availability of Funds

The Sub Grantee shall only charge costs resulting from obligations made during the funding period of the grant award. Costs incurred by the Sub Grantee prior to a fully executed Sub Grant Agreement between the Sub Grantee and the City are at the Sub Grantee's own risk should funding not occur. Carryover of any unobligated balance from one funding period to another funding period requires the prior written approval of the Department and the City.

XI. Matching and Cost Sharing

There are no cost sharing requirements for the Sub Grantee under this grant.

XII. Intentionally Left Blank

XIII. Audit Requirements

This grant is covered by the audit requirements of the Department of the Treasury Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid.

XIV. Budget Revision and Modification

- A. This Section sets forth criteria and procedures to be followed by the Sub Grantee in reporting deviations from the approved budget and in requesting approvals for budget revisions and modification.
- B. Budget major category and/or budget line-item variances, if permitted, shall be indicated in the Sub Grantee Agreement. Any deviations outside the limits established in the Sub Grantee Agreement must be approved by the City. Such requests for budget flexibility outside of what is provided for within the Sub Grantee Agreement must be submitted to the funding program in writing by the Sub Grantee with an explanation for the variance request prior to incurring the cost. No variances outside the limits stated in the Sub Grantee Agreement are permitted without the written approval of the City by means of a formal amendment to the Agreement.
- C. Sub Grantee shall request approval in writing, from the City, when there is reason to believe a revision or modification will be necessary for the following reasons:

1. Changes in the scope, objective, financial assistance, key personnel, timing of the project or program, or deviations from the approved budget outside of what is provided for within the Sub Grantee Agreement.
2. To provide financial assistance to a third party by sub-granting (if authorized by law) or by another means to obtain the services of a third party to perform activities which are central to the purpose of the award.
3. The need for additional funding or to extend the period of availability of funds.
4. Adjustments between cost categories and/or shifts of funding to direct cost categories that are not part of the approved budget.
5. Revisions which involve the transfer of amounts budgeted for indirect costs to absorb increases in direct costs.

For this Sub Grant Agreement, indirect costs are defined as those incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objectives specifically benefited without effort disproportionate to the results achieved.

Direct costs are defined as those which can be identified specifically with a particular cost objective. These costs may be charged directly to grants, contracts, or to other programs against which costs are finally lodged.

- D. The City may also, at its option, establish policy to restrict transfers of funds among direct cost categories and must require Sub Grantee's to comply with applicable federal and State requirements concerning prior approval for certain budget changes.
- E. When requesting approval for budget revisions, the Sub Grantee shall clearly show the change in cost categories.
- F. The City may request changes in the scope of services of the Sub Grantee to be performed hereunder. Such changes, which are mutually agreed upon by and between the City and the Sub Grantee must be incorporated in written amendments to this grant.
- G. If the Sub Grantee is making program expenditures or providing grant services at a rate which, in the judgment of the City, will result in substantial failure to expend the grant amount or provide grant services, the City may so notify the Sub Grantee. If, after consultation, the Subgrantee is unable to develop to the satisfaction of the City a plan to rectify its low level of program expenditures or grant services, the City may upon thirty (30) days' notice to the Sub Grantee, reduce the grant amount by a sum so that the revised grant amount fairly projects program expenditures over the grant period. This reduction shall take into account the Sub Grantee's fixed

costs and shall establish the committed level of services for each program element of grant services at the reduced grant amount. If such a determination is made by the City subsequent to the awarding of the grant and the funds have already been received by the Sub Grantee, the reduced amount will be remitted to the City.

- H. If a revision requested will result in a change to the Sub Grantee's approved project which requires federal prior approval, the Department will obtain the federal agency's approval before approving the Sub Grantee's request.

XV. Property Management Standards

Property furnished by the Department or acquired in whole or in part with federal or Department funds or whose cost was charged to the project supported by federal or Department funds shall be utilized and disposed of in a manner generally consistent with State and federal requirements.

XVI. Procurement Standards

Sub Grantee's documented procurement procedures, provided that the procurements conform to applicable Federal law and the standards identified in 2 CFR Part 200.318 et seq.

The Sub Grantee is the responsible authority, without recourse to the Department, or the City regarding the settlement and satisfaction of all contractual and administrative issues or obligations arising out of any procurement entered in support of a grant.

XVII. Monitoring of Program Performance

- A. The Sub Grantee must assure compliance with applicable federal and State requirements and that performance goals are being achieved in accordance with the Sub Grantee Agreement. The Sub Grantee must continually monitor its performance of the grant-supported activities to assure that time schedules are being met, projected work units by time periods are being accomplished, and other performance goals and objectives are being achieved in accordance with the activities delineated in Section 1 of the Sub Grant Agreement.
- B. The Sub Grantee shall inform the Department of the following types of conditions which affect the program objectives and performance set forth in the Sub Grant Agreement as soon as they become known:
 - 1. Problems, delays, or adverse conditions which will materially impair the ability to attain program objectives, prevent meeting time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated and any City assistance required to resolve the situation.

2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or at less cost or producing more beneficial results than originally planned.
- C. The Department or the City may, in its sole discretion, make site visits to:
1. Review program documentation, accomplishments, and management control systems.
 2. Provide such technical assistance as may be required.
 3. Perform fiscal reviews to ensure grant funds are being properly expended and in a timely manner.
- D. The Sub Grantee shall provide the City Engineer the opportunity to review draft Construction Documents for the MAR Phase II Project at intervals of 25%, 50% and 75% completion and MAR shall consider the comments of the City Engineer at each stage of completion. The City shall be identified as a co-owner of any Construction Documents, including drawings, that may be paid for with Grant Funds.

XVIII. Financial and Performance Reporting

- A. The Sub Grantee shall submit monthly financial reports, in a format to be provided by the Department, and including the number of government full-time employees responding to COVID-19 as supported by this funding.
- B. The Sub Grantee shall submit a final report that shall contain a comparison of actual expenditures with budgeted expenditures and a written narrative performance report, signed by the president of the institution or a designee, of what was accomplished by the expenditure of funds towards achieving the purpose(s) of the Sub Grant Agreement.
- C. If requested, the Sub Grantee shall submit interim expenditure reports comparing actual expenditures with the approved Sub Grant Budget. These reports shall be submitted as requested.
- D. If requested, the Sub Grantee shall submit interim performance reports as prescribed by the Department or the City; however, reports shall not be required more frequently than quarterly or less frequently than annually.
- E. The Sub Grantee shall provide all necessary reporting under the Prevailing Wage Act and Diane B. Allen Equal Pay Act into the New Jersey Department of Labor and Workforce Development (NJDOLE) New Jersey Wage Hub, found at www.njwages.nj.gov.
- F. Extensions to reporting due dates may be granted upon written request to the Department.

- G. If reports are not submitted as required, the Department or the City may, at its discretion, suspend payments on this grant. The State of New Jersey or the City may, at its discretion, take such action to withhold payments to the Sub Grant on this or any grant with other State agencies until the required reports have been submitted.

Recognizing the disproportionate impact of the pandemic-related recession on low-income communities, recipients must report whether certain types of projects or services are targeted to economically disadvantaged communities, as defined by HUD's Qualified Census Tract.

XIX. Access to Records

- A. The Sub Recipient by executing and accepting this Sub Grant Agreement to make available upon request, to the Department, any federal agency whose funds are expended during this grant, the City or any of their duly authorized representatives, pertinent accounting records, books, documents, and papers for inspection and copying as may be necessary to monitor and audit the Sub Grantee's operations.
- B. All visitations, inspections, and audits, including visits and requests for documentation in discharge of the Department's or the City's responsibilities, shall as a general rule provide prior notice when reasonable and practical to do so. However, the Department and the City retains the right to make unannounced visitations, inspections, and audits as deemed necessary.
- C. The Department and the City reserves the right to have access to records of any Sub-Grantees and requires the Sub Grantee to provide for Department access to such records in any grant with the sub-Grantee.
- D. The Department and the City reserves the right to have access to all work papers produced in connection with audits made by the Sub Grantee or any independent certified public accountants, registered municipal accountants or licensed public accountants hired by the Sub Grantee to perform such audits.

XX. Record Retention

- A. Except as otherwise provided, financial and programmatic records, supporting documents, statistical records, and all other records pertinent to the grant shall be retained for a period of seven (7) years, unless federal or State funding department statutes require longer periods or unless directed to extend the retention period by the Department or the City.
1. If any litigation, claim, negotiation action or audit involving the records is started before the expiration of the seven-year period, the records must be retained until completion of the action and resolution of all issues which

arise from it, or until the end of the regular seven-year period, whichever is later, unless otherwise directed by the Department or the City.

2. Records for nonexpendable property acquired with the Department funds shall be retained for seven (7) years after its final disposition, unless otherwise provided or directed by the Department.

B. For federal and State purposes (unless otherwise provided):

1. General – The retention period starts from the date of submission of the final expenditure report, or for grants that are renewed annually, from the date of submission of the annual financial report.
2. Real Property and Equipment – The retention period for real property and equipment records starts from the date of the disposition, replacement, or transfer at the direction of the Department.

C. The Department may request transfer of certain records to its custody from the Sub Grantee when it determines that the records possess long-term retention value and will arrange with the Sub Grantee to retain any records that are continuously needed for joint use.

XXI. Enforcement

Remedies for Noncompliance

If a Sub Grantee materially fails to comply with any term of this Sub Grant Agreement, or any related requirements including those stated in a state or federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, the Department or the City may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the Sub Grantee or take more severe enforcement action.
2. Disallow all or part of the cost of the activity or action not in compliance.
3. Wholly or partly suspend or terminate the current award for the Sub Grantee's program.
4. Withhold further awards for the program.
5. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the Sub Grant Agreement.
6. Take other remedies that may be legally available.

Hearings, Appeals

In taking an enforcement action, the Department or the City may provide the Sub Grantee an opportunity for such hearing, appeal, or other administrative proceeding to which the Sub Grantee is entitled under any statute or regulation applicable to the action involved.

Effects of Suspension and Termination

Costs incurred by Sub Grantee, resulting from obligations incurred by the Sub Grantee during a suspension or after termination of an award, are not allowable to be applied against the grant unless the Department or the City expressly authorizes them in the notice of suspension or termination or subsequently. Other Sub Grantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if the costs result from obligations which were properly incurred by the Sub Grantee before the effective date of suspension or termination, and cannot be cancelled.

Relationship to Debarment and Suspension

The enforcement remedies identified in this Section, including suspension and termination, do not preclude the Sub Grantee from being subject to State and federal debarment and suspension procedures.

XXII. Termination and Suspension

A. The following definitions shall apply for the purposes of this Section:

1. Termination

The termination of a grant means the cancellation of assistance, in whole or part, under a Sub Grant Agreement at any time prior to the date of completion.

2. Suspension

The suspension of a grant is an action by the Department or the City taken temporarily under the Sub Grant Agreement pending corrective action by the Sub Grantee or pending a decision to terminate the grant by the Department or the City.

3. Disallowed Costs

Disallowed costs are those charges against the Grant Budget, which the Department or the City representatives determine to be beyond the scope of the grant, excessive, or otherwise unallowable.

B. When the Sub Grantee has failed to comply with any Agreement term, standards, or conditions, the Department or the City may suspend the grant and withhold further payments; prohibit the Sub Grantee from incurring additional obligations of grant funds pending corrective action by the Sub Grantee; or decide to terminate the grant in accordance with paragraph C below. The Department or the City shall allow all necessary and proper costs, which the Sub Grantee could not reasonably

avoid during the period of suspension, provided they meet federal and State requirements.

- C. The Department or the City may terminate the grant in whole or in part whenever it is determined that the Sub Grantee has failed to comply with the conditions of the Agreement. The Department or the City shall promptly notify the Sub Grantee in writing of the determination and the reasons for the termination together with the effective date. Payments made to the Sub Grantee or recoveries by the Department or the City under the grant terminated for cause shall be in accordance with the legal right and liability of the parties.
- D. The City and the Sub Grantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and in case of partial terminations, the portion to be terminated. The Sub Grantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible.
- E. The Grant Closeout procedures in Section XXIII of this Exhibit shall apply in all cases of termination of the grant.

CLOSEOUT REQUIREMENTS

XXIII. Grant Closeout Procedures

- A. The following definitions shall apply for the purpose of this Section:
 - 1. Grant Closeout
The closeout of a grant is the process by which the Department or the City determines that all applicable administrative actions and all required work of the grant have been completed by the Sub Grantee.
 - 2. Date of Completion
The date when all grant activities are completed or the expiration date in the Sub Grant Agreement, or any supplement or amendment thereto and no later than December 31, 2026.
- B. The Sub Grantee shall submit final expenditure and performance reports as prescribed by the Department or the City and in the timeframes set forth in the Sub Grant Agreement upon completion of the grant period or termination of the grant. The Department or the City may permit extensions when requested in writing by the Subrecipient.

- C. The Sub Grantee will, together with the submission of the final report, refund to the Department or the City any unexpended funds or unobligated (unencumbered) cash advanced, except such sums that have been otherwise authorized in writing by the Department or the City to be retained.
- D. In the event a final audit has not been performed prior to the closeout of the grant, the Department or the City retain the right to recover any appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

EXHIBIT 5**SCHEDULE OF ASSURANCES (Partially Excerpted from the Grant)**

The Sub Grantee will comply with the provisions of the following federal statutes, rules, and regulations in connection with the American Rescue Plan Act – Coronavirus State Fiscal Recovery Fund:

A. Federal regulations applicable include, without limitation, the following:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as U.S. Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by U.S. Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award. See <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds/recipient-compliance-and-reporting-responsibilities>
2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
3. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and U.S. Treasury's implementing regulation at 31 C.F.R. Part 19.
5. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
6. Government-wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
7. New Restrictions on Lobbying, 31 C.F.R. Part 21.
8. Executive Order 13985 On Advancing Racial Equity and Support for Underserved Communities Through the Federal Government (January 20, 2021).

9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

10. Generally applicable federal environmental laws and regulations.

B. Statutes and regulations prohibiting discrimination applicable include, without limitation, the following:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and U.S. Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance. The following language must be included in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignees shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the U.S. Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the U.S. Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and U.S. Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.
5. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

C. Federal Labor Standards

1. The Contract Work Hours and Safety Standards Act (40 U.S.C. §3701 et seq.), requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts of \$100,000 or greater be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty in a work-week;
2. The Federal Fair Labor Standards Act (29 U.S.C. 201 et seq.), requiring that covered nonexempt employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week;
3. The Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented in Department of Labor regulations (29 CFR 3), which requires payment of wages once a week and allows only permissible payroll deductions.

D. Other State and federal laws applicable include, but are not limited to, the following:

1. The New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.), establishing a prevailing wage level for workers engaged in public works.
2. The Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limits certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
3. State of New Jersey Executive Order No. 215 (Kean 1989), requiring environmental assessments or environmental impact statements to the extent applicable for major construction projects.
- 4.(a) In accordance with 41 U.S.C. § 4712, The City of Asbury Park may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- (b) The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;

- v. An authorized official of the U.S. Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of DCA, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
 - (c) The Sub Grantee shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
5. Contracting with Small, Minority-owned, Women-owned and Veteran-owned Businesses, and Labor Surplus Area Firms.
- (a) The Sub Grantee shall take all necessary affirmative steps to ensure contracting opportunities are provided to small, minority-owned, woman-owned, and veteran-owned businesses, and labor surplus area firms. As used in this contract, the terms “minority-owned business,” “women-owned business,” and “veteran-owned business” means a business that is at least fifty-one percent (51%) owned and controlled by minority group members, women or veterans. For purposes of this definition, “minority group members” are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and Native Americans. The Sub Grantee may rely on written representations by businesses regarding their status as minority, women and veteran businesses in lieu of an independent investigation.
 - (b) Affirmative steps shall include:
 - i. Placing qualified small and minority-, veteran- and women-owned businesses on solicitation lists;
 - ii. Ensuring that small and minority-, veteran- and women-owned businesses are solicited whenever they are potential sources for goods and/or services required in furtherance of the Agreement;
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority-, veteran- and women-owned businesses;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority-, veteran- and women-owned businesses;
 - v. Using the service and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce; and
 - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subparagraphs (a) through (e) of this section.

E. Increasing Seat Belt Use in the United States.

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), The Sub Grantee should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

F. Reducing Text Messaging When Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), The Sub Grantee should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and the Sub Grantee should establish workplace safety policies to decrease accidents caused by distracted drivers.

G. Personally Identifiable Information

To the extent Sub Grantee receives personally identifiable information, it will comply with the Privacy Act of 1974 and U.S. Treasury rules and regulations related to the protection of personally identifiable information. The term “personally identifiable information” refers to information which can be used to distinguish or trace an individual’s identity, such as their name, social security number, biometric records, etc., either alone or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc. See 2 CFR 200.79. Subrecipients shall require all persons that have access to personally identifiable information (including subcontractors/subconsultants and their employees) to sign a Non-Disclosure Agreement.

H. Conflicts of Interest.

The Sub Grantee disclose in writing to U.S. Treasury or DCA, as appropriate, any potential conflict of interest affecting the CSFRF Funds in accordance with 2 C.F.R. § 200.112.

I. American Rescue Plan Act

Sections 602 and 603 of the Social Security Act, as added in Section 9901 of the American Rescue Plan Act (Pub. L. 117-2).

Implementing regulations adopted by U.S. Treasury pursuant to Section 602(f) of the Social Security Act, as added in Section 9901 of the American Rescue Plan Act (Pub. L. 117-2).

Award Identification: The following information identifies the federal award as issued by the United States Department of Treasury to the New Jersey Department of Community Affairs.

- Federal Award Identification Number (FAIN): SLFRP1024
- Assistance Listing Number (ALN, formerly CFDA): 21.027
- Total Federal Award to State: \$6,244,539,630.20
- Period of Performance: March 3, 2021 through Dec. 31, 2026.

EXHIBIT 6**RESOLUTION NO. 2023-476**

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

RESOLUTION AUTHORIZING THE UTILIZATION OF PROJECT LABOR AGREEMENTS, ON A PROJECT-BY-PROJECT BASIS, FOR PUBLIC WORKS PROJECTS UNDERTAKEN BY THE CITY INVOLVING COSTS IN EXCESS OF FIVE MILLION DOLLARS (\$5,000,000.00).

WHEREAS, the Project Labor Agreement Act (the “Act”), known as P.L. 2002, c. 44 (also referenced as N.J.S.A. 52:38-1, et seq.), was signed into law and became effective on July 25, 2022; and

WHEREAS, project labor agreements (“PLA’s” in the plural sense or “PLA” in the singular sense) are pre-hire collective bargaining agreements with one or more labor organizations that establish the terms and conditions of employment for a specific public works construction project; and

WHEREAS, PLA’s may be utilized for construction projects which involve total costs, exclusive of any land acquisition costs, in excess of five million dollars (\$5,000,000.00) (also referenced as “eligible projects”); and

WHEREAS, the use of PLA’s on eligible projects is a determination to be made by the City of Asbury Park (the “City”) on a project-by-project basis; and

WHEREAS, this determination shall be made by the City after taking into consideration the size, complexity and cost of the public works project, and finding that the PLA will meet the requirements of section 5 of the Act, including promoting labor stability and advancing the interests of the City in cost, efficiency, skilled labor force, quality, safety and timeliness, and that the PLA will promote employment of residents of the City; and

WHEREAS, the State legislature of New Jersey has found and declared that use of PLA’s provides the State with an effective means to advance the interests of efficiency, quality, and timeliness of suitable public works projects; and

WHEREAS, both the State and the City have determined that the use of PLA’s for eligible projects is beneficial, as they:

- (a) Include legally enforceable guarantees that projects will be carried out in an orderly and timely manner, without strikes, lock-outs, or slowdowns;
- (b) Allow for peaceful, orderly, and mutually binding procedures for resolving labor disputes;

- (c) Promote the completion of public works projects in accordance with the highest standards of safety and quality;
- (d) Ensure lower costs for repairs and maintenance over the lifetime of the completed project, due to the fact that a highly skilled workforce is involved from the beginning;
- (e) Allow the municipality to more accurately predict the actual cost of projects;
- (f) Assure that public works projects are completed with a diverse workforce;
- (g) Facilitate the efficient integration of work schedules among different trades on project sites;
- (h) Promote harmonious and productive work environments in public works projects; and
- (i) Promote the employment of residents of the City; and

WHEREAS, in those cases where PLA's are utilized, the PLA and/or the bid specifications for the construction project shall require the general contractor that is awarded the contract to utilize best efforts to employ local City residents on the project; and

WHEREAS, in those cases where PLA's are utilized, the PLA and/or the bid specifications for the construction project shall also require that each contractor performing work on the project shall utilize best efforts to: (1) train and mentor local City residents, and (2) recruit local City residents into the apprenticeship programs; and

WHEREAS, the City therefore wishes to endorse PLA's and to pledge to utilize them for eligible projects, in its discretion, on a project-by-project basis, in accordance with the Act and the within Resolution.

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

1. That the City hereby endorses PLA's and pledges to utilize them for eligible projects, in its discretion, on a project-by-project basis, in accordance with the Act and the within Resolution.
2. That, in those cases where PLA's are utilized, the PLA and/or the bid specifications for the construction project shall require the general contractor that is awarded the contract to utilize best efforts to employ local City residents on the project.
3. That, in those cases where PLA's are utilized, the PLA and/or the bid specifications for the construction project shall also require that each contractor performing work on the project shall utilize best efforts to: (1) train and mentor local City residents, and (2) recruit local City residents into the apprenticeship programs.
4. That a certified copy of this Resolution shall be provided to each of the following:
 - a. Donna M. Vieiro, City Manager;
 - b. JoAnn Boos, CFO;
 - c. Tracy Lizardi, Qualified Purchasing Agent;
 - d. Jason D. Harzold, T & M Associates; and

e. Frederick C. Raffetto, Esq., Municipal Attorney.

I, ANTHONY CUCCI, 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. 2023-476 which was finally adopted by the City Council at a meeting held on the 25th day of October, 2023

CERTIFIED BY ME THIS 26th DAY OF October, 2023.


Lisa Esposito, City Clerk 10/26/2023

ANTHONY CUCCI
DEPUTY CITY CLERK

✓ Vote Record - Resolution 2023-476						
☒ Adopted			Yes/Aye	No/Nay	Abstain	Absent
☐ Adopted as Amended						
☐ Defeated	Angela Ahbez-Anderson	Voter	☒	☐	☐	☐
☐ Tabled	Eileen Chapman	Mover	☒	☐	☐	☐
☐ Withdrawn	Yvonne Clayton	Voter	☒	☐	☐	☐
☐ Second Reading	Amy Quinn	Voter	☒	☐	☐	☐
☐ Resolution Failed for Lack of Second	John Moor	Second	☒	☐	☐	☐

EXHIBIT 7**REIMBURSEMENT FOR TOTAL ALLOWABLE COSTS****(Partially Excerpted from the Grant)**

Madison Asbury Retail, LLC, shall be entitled to be reimbursed for the expenditure of Allowable Cost for the construction of the MAR Project as described herein, including in EXHIBIT 2, in a total amount not to exceed Thirteen Million Dollars (\$13,000,000.00) as set forth below. This process for reimbursement of Allowable Costs shall similarly apply to the MAR Phase II Project, unless any Addendum to the Agreement shall expressly provide otherwise.

6.4.1 **PAYMENT PROCEDURES.** Throughout the term of the Agreement and until Final Completion of the entire MAR Project, the payment procedures shall be as follows:

- a) According to the monthly schedule established by MAR and approved by the City's Engineer ("Engineer" or "City Engineer"), MAR shall submit the Progress Payment Application to the Engineer for review and approval by the fifth business day of each month; and
- b) Upon Engineer's approval, the Engineer shall submit a Progress Payment Certificate, along with a copy of the Contractor's Schedule of Values and Progress Payment Application, to the City for review and approval;
- c) If any part of the Work is not performed, then the value of that Work shall be deducted from payments made to MAR;
- d) Based on each Progress Payment Certificate, the City Council shall authorize payment on or about the 15th of each month or the first City payment cycle thereafter. Upon authorization of payment and prior to the City issuing a check to reimburse MAR, MAR shall provide proof of such payment to its contractors for the work performed. Upon receipt of the proof of payment, the City shall release the reimbursement check to MAR immediately.

6.4.2 **SCHEDULE OF VALUES.** Where the specific pay item is based on a lump sum, MAR shall submit to the Engineer a schedule of values allocating the entire Contract Sum or progress payment to the various portions of the Work, which in the aggregate equals the total Contract Sum or lump sum, supported by such evidence of accuracy as the Engineer may direct, as required by the City.

When approved by the Engineer and City, these schedules shall be used to determine the progress of the Work and as a basis of the progress payments.

6.4.3 **PROGRESS PAYMENT APPLICATIONS.**

APPLICATION REQUIREMENTS. According to the monthly schedule established by MAR and approved by the Engineer, MAR shall be required to submit to the Engineer as

part of a progress payment an itemized application for payment for portions of the Work which were completed during the previous month ("Progress Payment Application"). Each Progress Payment Application shall be accompanied by the following, all in form and substance satisfactory to the City and Engineer:

- a) Information and documents required by the Agreement or reasonably requested by the City or Engineer, including a detailed narrative of the work performed; and
- b) Copies of requisitions, invoices, and certified payrolls from Subcontractors and material suppliers, including persons performing any work and hours worked by each such person. Note that certified payrolls, if required, must also be uploaded to the Department of Labor and Workforce Development per section XVII.E of the Subgrant Agreement at www.njwages.nj.gov; and
- c) An updated Project Schedule; and
- d) An updated Shop Drawing Log showing the status of all shop drawings; and

6.4.4 PROGRESS PAYMENT CERTIFICATES. The Engineer will, within five (5) Business Days after receipt of each Progress Payment Application, either issue a Progress Payment Certificate to the City, with a copy to MAR, for such amount as the Engineer determines is properly due, or notify the City and MAR in writing of the Engineer's reasons for rejecting MAR's Progress Payment Application and withholding the Progress Payment Certification in whole or in part as provided in PARAGRAPH (C.) RETAINAGE OF SUBSECT I ON 6.4.6.

If a Progress Payment Application is rejected by the Engineer, MAR may make the corrections or revisions requested by the Engineer and resubmit the application. At the Engineer's discretion, items in dispute may be deleted from a Progress Payment Application and Engineer may forward the amended Progress Payment Certificate to the City for final approval.

6.4.5 PROGRESS PAYMENTS.

(A) FINAL DETERMINATION BY CITY.

After the Engineer has issued a Progress Payment Certificate, the City Manager, the Deputy City Manager, and CFO shall review all provided documentation and make a clear and final determination as to whether or not MAR is entitled to the corresponding Progress Payment. If the City disputes any portion of the provided documentation pertaining to a Progress Payment, the City will issue timely written notice including specific reasons for rejection to MAR and the Engineer within five (5) business days after the Engineer has issued a Progress Payment Certificate.

- 1) The materials and / or equipment shall be received in a condition satisfactory for incorporation in the Project work;

- 2) The materials and / or equipment shall be stored in such a manner that they will not be damaged due to weather, construction operations, or any other cause;
- 3) An invoice from the supplier shall be furnished for each item; and
- 4) A release of liens from the supplier shall be furnished for each item.

(B) APPROVED PROGRESS PAYMENTS.

- 1) The City shall pay to MAR all approved Progress Payments, or approved undisputed portions of Progress Payments on the 15th of each month or on the soonest payment cycle of the City following the City's receipt of the proof of payment by MAR to a subcontractor for the approved or undisputed portions of Progress Payments.
- 2) The Engineer shall not be required to prepare or process for payment any current Progress Payment Application whose aggregate amount is less than one percent (1%) of the Grant, whichever sum be the lesser.

(C) RETAINAGE REGARDING THE MAR PHASE I PROJECT

Ten percent (10%) of each approved Progress Payment amount shall be retained by the City as retainage until after the completion of the entire MAR Phase I Project) in an acceptable manner and in accordance with the terms and conditions of the Sub Grant Agreement, including the delivery of the Construction Documents for Phase II.

1) Upon Final Completion of the MAR Phase I Project, and the execution of the Addendum to this Agreement to provide for the implementation of the MAR Phase II Project, all amounts being withheld by the City shall be released and paid in full to MAR in accordance with the schedule herein, without withholding of any amounts for any purposes whatsoever, provided that the MAR Phase I Project has been completed and all terms and conditions of the Sub Grant Agreement regarding the MAR Phase I Project have been fully satisfied by MAR.

2)

(D) RETAINAGE REGARDING THE MAR PHASE II PROJECT

Two percent (2%) of each approved Progress Payment amount shall be retained by the City as retainage until after the completion of the MAR Phase II Project in an acceptable manner and in accordance with the terms and conditions of the Sub Grant Agreement.

1) Upon Final Completion of the MAR Phase II Project, all amounts being withheld by the City shall be released and paid in full to MAR in accordance with the schedule herein, without withholding of any amounts for any purposes

whatsoever, provided that the MAR Phase II Project has been completed and all terms and conditions of the Sub Grant Agreement regarding the MAR Phase II Project have been fully satisfied by MAR.

(D) DECISIONS TO WITHHOLD CERTIFICATION AND PROGRESS PAYMENTS

The City and/or Engineer may withhold Progress Payment Certificates or Progress Payments due to any of the following:

- 1) Defective Work is not remedied;
- 2) Failure of MAR to provide updated schedules for the performance of the work on the MAR Project;
- 3) Failure of MAR to submit Shop Drawings as required;
- 4) Failure of MAR to maintain and / or provide evidence of the minimum required insurance;
- 5) Failure to provide required documentation of the quantity and acceptability of the completed MAR Project including, but not limited to, reports of laboratory testing, field measurements, shipping invoices, delivery tickets, and manufacturer certificates;
- 6) Damage to the City or,
- 7) Reasonable evidence that the MAR Project will not be completed within the Project Construction Schedule, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay.

When all the above grounds are removed or conditions precedent met, payment will be issued for amounts withheld because of them.

(E) PAYMENT AND ACCEPTANCE

- 1) The payment of any estimate, or of any retained percentage, shall in no way release or waive MAR's obligation at its own cost and expense, to repair, correct, renew or replace any defects and imperfections, in the construction of, in the strength of, or quality of materials used in or about the construction of the MAR Project under the Sub Grant Agreement and its appurtenances as well as all damage due or attributable to such defects, which defects, imperfections, or damages shall be discovered on or before final inspection and acceptance of the MAR Project or during or after the maintenance period, and of which defects, imperfections or damages the Engineer shall be the judge, and MAR shall be liable to the City for failure to do so.

- 2) At the time of acceptance, the whole MAR Project must have been finished in a neat and workmanlike manner and must be in that condition at that date. Defects arising from any cause or at any time before acceptance must be made good and the whole MAR Project put in the condition as herein specified before acceptance.
- 3) If at any time of making monthly or other estimates, the Engineer should neglect to condemn defective material or work, such neglect shall not be construed as an acceptance of any such material or work.
- 4) Neither the acceptance by the City or the Engineer, nor by any of their employees, nor any order, measurement or certificate of the Engineer, nor any order by the City for payment of money, nor any payment for, nor acceptance of, the whole or any part of the MAR Project by the Engineer or the City, shall operate as a waiver of any portion of the Sub Grant Agreement or any power herein reserved to the City, or any right to damages herein provided, nor shall any waiver of any breach of the Sub Grant Agreement be held to be a waiver of any other or subsequent breach. All remedies provided in the Sub Grant Agreement shall be taken and construed as cumulative, that is, in addition to each and every other remedy herein provided.

(F) FINAL PAYMENT

- 1) Upon Final Completion of the MAR Project, the Engineer shall certify to the City, in writing, as to the Final Completion of the MAR Project and shall further certify as to the entire amount.
- 2) The City, after receipt of such certificates and within the time allowed by N.J.S.A. 2A:30A-1 et seq., shall certify and pay the amount unpaid and due, which amount shall be one hundred percent (100%) of the entire cost of the MAR Project, subject to the cap of the amount of the Grant Funds (i.e. \$13 Million), less previous payments, liquidated damages, costs of inspection and any other proper deduction as herein provided. Any costs for any portion of the MAR Project which exceed said capped amount or are not otherwise deemed an Allowable Cost for any reason whatsoever shall be the responsibility of MAR.



Individual Resolutions
Meeting of the Municipal Council
Wednesday, March 26, 2025
RESOLUTION SUMMARY

2025-169

Resolution authorizing a professional service contract with Hackensack Meridian Team Health for employment exams and physicals for 2025. The approximately per person cost for basic pre-employment exam is \$200, Crossing Guard \$350, DPW \$500, Fire \$700 and Police \$900.



RESOLUTION NO. 2025-169

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

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT TO HACKENSACK MERIDIAN TEAM HEALTH P.C. FOR EMPLOYMENT EXAMS AND PHYSICALS

WHEREAS, the City has a need for professional service for employment exams and physicals for 2025; and

WHEREAS, the City has obtained the attached quote from Hackensack Meridian Team Health P.C.; and

WHEREAS, the not-to-exceed cost for exams and physical services as outlined in the proposal shall not exceed \$1,200.00 per person; and

WHEREAS, this professional service is exempt from public bidding as per N.J.S.A. 40A:11-5(1)(a)(1) Professional Services; and

WHEREAS, the Chief Financial Officer has certified that funds are available in Account 5-01-20-130-000-207. The maximum dollar value of the pending contract is as set forth in the resolution.

WHEREAS, the Acting City Manager or Personnel Officer is hereby authorized to sign any contracts with the vendor; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, awards the contract for professional services related exams and physicals to Hackensack Meridian Team Health P.C. in a not-to-exceed amount of \$1,200.00 per person; and

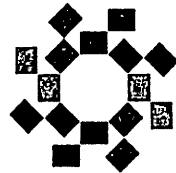
NOW, THEREFORE, BE IT FURTHER RESOLVED that a copy of this Resolution be provided to the CFO, Acting City Manager, Personnel Officer, and Director of Purchasing.

I, ANTHONY CUCCI, 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. 2025-169 which was finally adopted by the City Council at a meeting held on the 26th day of March, 2025

CERTIFIED BY ME THIS 27th DAY OF March, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK



Hackensack Meridian
Works

City of Asbury Park

STATEMENT OF WORK



Hackensack Meridian
Team Health



Hackensack Meridian
Team Health



Hackensack Meridian
Works

Prepared: October 21, 202
Effective January 1, 2024 - December 31, 202
Updated: February 6, 202
Prepared by: Shanna Polignone
Shanna.Polignone@hmn.org
732-443-607

Prepared for: Asbury Park
% *Lillian L. Nazzaro, Esq.*
City Manager
1 Municipal Plaza
Asbury Park, NJ 07712
P: 732-502-5196 Lillian.Nazzaro@cityofashurypark.com

February 9, 202

Thank you for partnering with HM Works. We look forward to a fruitful partnership creating a safe and healthy environment for your candidates and team members through Team Health Occupational Health clinics and the Hackensack Meridian Health Network.

Attached you will find a statement of work (SOW) according to the expressed needs of your organization and our solutions to fulfill those needs.

Your Account Specialist will arrange a time to review this statement of work with you to complete the requested information while learning the expectations and specific needs/requests of your organization.

The HMH legal team will send a final version to your designated representative through DocuSign, a fully executed copy will be sent to both parties and our team will begin set up our official partnership. Your Specialist will create a Partner Pack to present to your team and a meeting will be scheduled to present it and to get to know your team.

Should you have any changes in the future, please let me know and we will update the SOW to match.

Our team at HM Works welcomes you and looks forward to our Partnership.

Sincerely,

Shanna Polignone

DocuSigned by:

Shanna Polignone

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Shanna Polignone, Account Specialist, HM Works
E: Shanna.Polignone@hmn.org
C: 732-443-6071

Attachment: HACKENSACK MERIDIAN SOW (2025-169 : Authorizing a Professional Services contract to Hackensack Meridian Team Health for



Hackensack Meridian
Team Health



Hackensack Meridian
Works

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Effective January 1, 2024 - December 31, 202
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Prepared by: Shanna Polignone
Shanna.Polignone@hmn.or
732-443-607

Prepared for: Asbury Park
% Lillian L. Nazzaro, Esq.
City Manager
1 Municipal Plaza
Asbury Park, NJ 07712
P: 732-502-5196 Lillian.Nazzaro@cityofasburypark.com

HM Works Statement of Work

HM Works offers comprehensive work-related services through our Team Health facilities. This statement of work is based on our understanding of your expressed needs.

HM Works is not limited to these services and can customize services as needed. Before signing please ensure all information is correct, if changes are needed contact your account specialist.

Service	FEE	Additional Information:
<u>Basic Pre-Employment Physical:</u> (for all positions not named on this SOW)		
- Health History and Basic Physical* - Urine Substance Abuse Panel 35063N SAP 7 w/ OPI+MDMA2/TS + Buprenorphine - Amphetamines - Barbiturates - Benzodiazepines - Cocaine Metabolites - Methadone - MDA-Analogues - Opiates - Oxycodones - Phencyclidine - Buprenorphine	\$100.00 \$100.00	
THIS PANEL DOES NOT TEST FOR Marijuana Metabolites		
Total:	\$200.00	

Attachment: HACKENSACK MERIDIAN SOW (2025-169 : Authorizing a Professional Services contract to Hackensack Meridian Team Health for



Hackensack Meridian
Team Health



Hackensack Meridian
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Prepared by: Shanna Polignon
Shanna.Polignone@hmlhn.or
732-443-607

Prepared for: Asbury Park
% Lillian L. Nazzaro, Esq.
City Manager
1 Municipal Plaza
Asbury Park, NJ 07712
P: 732-502-5196 Lillian.Nazzaro@cityofasburypark.com

Service	FEE	Additional Information:
<u>Pre-Employment DPW Physical</u>		
Health History and Basic Physical*	\$100.00	
Custom Occupational Evaluation with Objective Findings and custom job descriptions	\$300.00	
- Urine Substance Abuse Panel 35063N SAP 7 w/ OPI+MDMA2/TS + Buprenorphine - Amphetamines - Barbiturates - Benzodiazepines - Cocaine Metabolites - Methadone - MDA-Analogues - Opiates - Oxycodones - Phencyclidine - Buprenorphine	\$100.00	
THIS PANEL DOES NOT TEST FOR Marijuana Metabolites Total:	\$500.00	
Creation of Custom Occupational Evaluation with Objective Findings and custom job descriptions Cost:	\$300.00 per hour	*One-time fee for creation- average creation time- 4-6 hours, including on-site visits and test development. Contact your Specialist to schedule.

Attachment: HACKENSACK MERIDIAN SOW (2025-169 : Authorizing a Professional Services contract to Hackensack Meridian Team Health for



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Team Health



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Prepared for: Asbury Park
% Lillian L. Nazzaro, Esq.
City Manager
1 Municipal Plaza
Asbury Park, NJ 07712
P: 732-502-5196 Lillian.Nazzaro@cityofasburypark.com

Service	FEE	Additional Information:
<u>Police/ Pre-Academy Physical:</u>		
- Health History and Basic Physical* - Labs: - Venipuncture - Blood Sugar - Lipid B Profile - Comprehensive Metabolic Panel - Complete Blood Count - Uric Acid - Urinalysis - Electrocardiogram - Stress Test 2 view chest x-ray - Hepatitis B Antibody Titer	\$100.00 \$15.00 \$20.00 \$78.00 \$34.00 \$35.00 \$20.00 \$25.00 \$55.00 \$350.00 \$95.00 \$51.00	
Total:	\$878.00	

Attachment: HACKENSACK MERIDIAN SOW (2025-169 : Authorizing a Professional Services contract to Hackensack Meridian Team Health for



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City Manager
1 Municipal Plaza
Asbury Park, NJ 07712
P: 732-502-5196 Lillian.Nazzaro@cityofasburypark.com

Service	FEE	Additional Information:
<u>Crossing Guard Exam:</u>		
• Crossing Guard Clearance ○ Occupational Physical ○ Titmus Vision Screening ○ Far distance ○ Near distance ○ Color ○ Depth ○ Peripheral • Audiogram	\$250.00	
• Urine Substance Abuse Panel 35063N SAP 7 w/ OPI+MDMA2/TS + Buprenorphine • Amphetamines • Barbiturates • Benzodiazepines • Cocaine Metabolites • Methadone • MDA-Analogues • Opiates • Oxycodones • Phencyclidine • Buprenorphine	\$100.00	
Total Physical + Drug Screen:		\$350.00

THIS PANEL DOES NOT TEST FOR Marijuana Metabolites

Attachment: HACKENSACK MERIDIAN SOW (2025-169 : Authorizing a Professional Services contract to Hackensack Meridian Team Health for



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% Lillian L. Nazzaro, Esq.
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P: 732-502-5196 Lillian.Nazzaro@cityofasburypark.com

Service	Fee	Additional Information:
<u>HMHN FireFighter Medical Certification Exam:</u> • Firefighter-focused physical exam* with sleep apnea screen, cardiovascular risk stratification, body composition & candidate or required document completion. • Review of OSHA Respirator Questionnaire* • Titmus Vision Screening ○ Far distance ○ Near distance ○ Color ○ Depth ○ Peripheral • Blood Analysis: ○ Complete Metabolic Panel ○ Complete Blood Count ○ Lipid Panel ○ Venipuncture • Urinalysis • Audiogram • Pulmonary Function Test (Spirometry) • Two View Chest X-Ray • Electrocardiogram Special Bundle Rate for Municipalities:	Special Bundle Rate for Municipalities: \$675.00	This exam is in accordance with updated NFPA 1582 standards. These standards apply uniformly to both volunteer & career firefighters and include all the required components for baseline surveillance for new members. Components are subject to change as NFPA 1582 standards are revised



Hackensack Meridian
Team Health



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Shanna.Polignone@hmn.or
732-443-607

Prepared for: Asbury Park
% Lillian L. Nazzaro, Esq.
City Manager
1 Municipal Plaza
Asbury Park, NJ 07712
P: 732-502-5196 Lillian.Nazzaro@cityofasburypark.com

Service	FEE	Additional Information:
Hepatitis B Vaccination	\$90.00 per injection +\$30.00 vaccination administration fee per appointment	3 injections per series After the series, our team will draw a titer (\$51.00+ \$15.00 venipuncture) to confirm immunity. If the patient does not show immunity, the series will be repeated. If the patient does not show immunity after the 2nd series, the patient will be deemed "non-responder" for Hepatitis B immunity.
OSHA Respirator Questionnaire Review*	\$25.00	The questionnaire may also be accessed through an online form at no additional charge. If you would like to have this service set up, notify your account manager.

Attachment: HACKENSACK MERIDIAN SOW (2025-169 : Authorizing a Professional Services contract to Hackensack Meridian Team Health for



Hackensack Meridian
Team Health



Hackensack Meridian
Works

Prepared: October 21, 202
Effective January 1, 2024 - December 31, 202
Updated: February 6, 202
Prepared by: Shanna Polignone
Shanna.Polignone@hmn.or
732-443-607

Prepared for: Asbury Park
% Lillian L. Nazzaro, Esq.
City Manager
1 Municipal Plaza
Asbury Park, NJ 07712
P: 732-502-5196 Lillian.Nazzaro@cityofashurypark.com

Service	Fee	Additional Information:
*Additional testing if medically indicated by the examining provider. May consist of one, multiple, or all of the following: ● Focused Physical (respirator physical) 100.00 ● Pulmonary Function Test \$95.00 ● Electrocardiogram \$55.00 ● 2 View Chest X-Ray \$95.00 ● 2 View Chest X-Ray with B-Read \$245.00 ● Stress Test \$350.00 ● Provider-Patient Phone Interview: \$25.00 ● Audiogram \$75.00 ● Lab Work: ○ Complete Metabolic Panel \$34.00 ○ Complete Blood Count \$35.00 ○ Lipid Panel \$78.00 ○ HgbA1c \$32.00 ○ Urinalysis \$25.00 ○ Urine Dip \$10.00 ● Venipuncture \$15.00		
Department of Transportation Exam* (DOT/CDL)	\$110.00	Option for on-site exams. Let us come to you. Ask your account specialist for more information.
Breath Alcohol Testing/Confirmation	\$25.00/\$35.00	



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P: 732-502-5196 Lillian.Nazzaro@cityofasburypark.com

Service	Fee	Additional Information:
DOT-Regulated Urine Substance Abuse Panel • Amphetamines • MDA- Analogues • Cocaine Metabolites • Opiates • 6-Acetylmorphine • Opiates (semi-synthetic) • Oxycodones • Phencyclidine • Marijuana Metabolites	\$100.00	

HM Team Health will send notification of clear/not clear for work only.

No additional records or information will be shared unless the employee completes a medical records release form directing where and which documentation to send.

If you require additional medical information outside of clearance status, inform your Account Specialist.

**Clearance can take up to 5 business days depending on the nature of the physical.
Substance Abuse Results normally take 3- 5 business days but can take up to two weeks.**

Please Complete

N/A is acceptable for sections that do not apply.

Clearance sent to

Name/Title: Denise Callery / Personnel Officer
Email: Denise.Callery@cityofasburypark
Phone: 732-502-5196

Alternate Contact

Name/Title: Sarah Damon, HR/Payroll
Email: sarah.damon@cityofasbury.com
Phone: 732-502-5196

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Hackensack Meridian
Team Health



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City Manager
1 Municipal Plaza
Asbury Park, NJ 07712
P: 732-502-5196 Lillian.Nazzaro@cityofasburypark.com

**If your company requires additional information outside of clear/not clear
Please clearly list requested documentation:**

Additional Medical Records Requested:

Any information other than clearance would require patient permission through an HMH medical records release form directing the exact information needed and who and how to direct the records to your company.

Notes, Requests, or Special Instructions for Team Health to follow:

Are there any company-specific forms that would need to be completed by our offices?

☐ Yes ☒ No

Please include copies of requested forms to your Account Specialist prior to presenting them to the clinic. Any forms sent directly to the clinics for completion that have not been submitted through your account specialist may not be processed.

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% Lillian L. Nazzaro, Esq.
City Manager
1 Municipal Plaza
Asbury Park, NJ 07712
P: 732-502-5196 Lillian.Nazzaro@cityofasburypark.com

Your account specialist is:

Shanna Polignone
Shanna.Polignone@hmn.org
732-443-6071

For all account updates, questions, concerns, praise, or contact changes be sure to contact your account specialist directly.

The prices above are for services rendered at HMH TeamHealth/HM Works. The Client will be invoiced for services rendered. Should the Client require additional services not listed above the Client shall be billed at the Provider's usual and customary fees for additional services rendered. Any professional reading fees will be billed by the specialist who performs the reading, not the Provider. These rates cannot be discounted by the Client or any agent of the Client. Agents of the Client include, but are not limited to insurance companies, third-party administrators (TPAs), and managed care organizations (MCOs). This agreement is not intended to create any relationship between the parties other than that of independent entities, contracted solely for the purposes expressed in this agreement. The jurisdiction governing the parties shall be that of the State of New Jersey. This Agreement constitutes the sole agreement of the parties and supersedes any and all prior understandings, written or oral agreements between the parties with respect to its subject matter.

The Parties hereto have executed this Statement of Work - Services and Fees, intending to be legally bound by it as of the date and year set forth below.

CLIENT: City of Asbury Park

By: Denise K Callery
2305A10F00CC494...
An Authorized Signatory

Print Name: Denise K Callery
Title: Personnel Officer
Date: 2/13/2024
Denise.Callery@cityofasburypark.com

HM TeamHealth, PC d/b/a HM Works

By: Sonya Ferreira
1A1DE28347AE423
An Authorized Signatory

Print Name: Sonya Ferreira
Title: VP, Team Health
Date: 2/13/2024

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Prepared for: Asbury Park
% Lillian L. Nazzaro, Esq.
City Manager
1 Municipal Plaza
Asbury Park, NJ 07712
P: 732-502-5196 Lillian.Nazzaro@cityofasburypark.com

Company Information Sheet

Company Name: City of Asbury Park	
Company Address: 1 Municipal Plaza, Asbury Park, NJ 07712	
Phone:	732-502-5196
Fax/Email:	denise.callery@cityofasburypark.com
Main Contact (name, title, and contact information): Denise Callery, Personnel Officer	
Email Address:	denise.callery@cityofasburypark.com
Additional Contacts (names, title, contact information): Sarah Damon, HR/Payroll	
Industry: Municipal	
How many employees: 300.00	
How many locations: 1.00	
Other locations:	
Billing Information: Invoices to be sent by ☐ Email or ☒ Postal Mail (select one)	
Same as above: Yes	
Billing Address:	
Phone:	
Fax:	

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City Manager
1 Municipal Plaza
Asbury Park, NJ 07712
P: 732-502-5196 Lillian.Nazzaro@cityofasburypark.com

Billing Contact (name, title & contact info): Denise Callery, Personnel Officer

Email Address: denise.callery@cityofasburypark.com

Workers Compensation Insurance Information:

Self Insured: ☐ Yes ☐ No

TPA Information:

Insurance Company Name and Policy#:

Phone:

Fax:

Company Workers Compensation Contact:

Duty Status Sent To (name, title & contact information):

Special Instructions related to Workers Compensation injury and illness treatment: Ex: substance abuse testing on initial appointment, light duty available.

Company Information Sheet completed on behalf of Company by

Name: Denise Callery
Date: 02/13/2024
Title: Personnel Officer

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**Hackensack Meridian
Team Health**



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1 Municipal Plaza
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P: 732-502-5196 Lillian.Nazzaro@cityofasburypark.com

Neptune 2441 Hwy 33 Neptune, NJ 07753 P#732-776-4251 F#732-776-4210 M-F 7:30 am -4:00 pm HMTeamHealthNeptune@HMHN.org	<u>HM Works Team Health Locations</u> All locations share electronic medical records. You may use any of the locations listed for employee care. Be sure to call the clinic of your choice directly to schedule.	Maywood 87 Route 17 North Maywood, NJ 07607 P# 551-996-8686 F#551-996-2632 M-F 7:30 am - 4:00 pm HMTeamHealthMaywood@HMHN.
Toms River 1430 Hooper Ave - 2nd Floor Toms River, NJ 08753 P#732-557-0700 F#732-557-9159 M-F 8:00 am - 4:30 pm HMTeamHealthTomsRiver@HMHN.org	Iselin 742 Route 1 North Iselin, NJ 08830 P#732-362-3871 F#732-362-3873 M-F 8:00 am – 4:30 pm HMTeamHealthIselin@HMHN.org	Holmdel 100 Commons Way Suite 160 Holmdel NJ 07733 P#732-450-2930 F#732-450-2931 M-F 7:30 am -4:00 pm HMTeamHealthHolmdel@HMHN.org



Individual Resolutions
Meeting of the Municipal Council
Wednesday, March 26, 2025
RESOLUTION SUMMARY

2025-170

City of Asbury Park Police Department desires to apply for this program for the purpose of maintaining and/or advancing public safety and maintaining and/or improving the efficiency of the Police Department. Grant Award# A1-25-07-02-01



RESOLUTION NO. 2025-170

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

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE
STATE OF NEW JERSEY, DEPARTMENT OF LAW AND PUBLIC SAFETY,
DIVISION OF ALCOHOL BEVERAGE CONTROL, UNDER THE COPS IN SHOPS
SUMMER SHORE INITIATIVE 2025**

WHEREAS, the State of New Jersey, Department of Public Safety, Department of Alcohol and Beverage Control, has posted the availability of funds for the Cops in Shops Summer Shore Initiative 2025” grant Award# AL-25-07-02-01; and

WHEREAS, the City of Asbury Park Police Department desires to further the public interest by obtaining a non-required in-kind or cash match grant of \$2880.00 to be utilized between the grant period of May 1, 2025 and September 15, 2025; 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 Alcohol and Beverage Control for the “Summer Shore Initiative 2025” Cops in Shops Grant; and

BE IT FURTHER RESOLVED that the Mayor, Clerk and Deputy 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 Alcohol and Beverage Control; and

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

I, ANTHONY CUCCI, 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. 2025-170 which was finally adopted by the City Council at a meeting held on the 26th day of March, 2025

CERTIFIED BY ME THIS 27th DAY OF March, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, March 26, 2025
RESOLUTION SUMMARY

2025-171

This Resolution Authorizes The Execution Of A Deed Of Easement By The City To JCP&L For Property Known As Block 608, Lot 1, For The Installation Of Electrical Facilities For The New Firehouse



RESOLUTION NO. 2025-171

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

RESOLUTION AUTHORIZING THE EXECUTION OF A DEED OF EASEMENT BY THE CITY TO JCP&L FOR PROPERTY KNOWN AS BLOCK 608, LOT 1, FOR THE INSTALLATION OF ELECTRICAL FACILITIES FOR THE NEW FIREHOUSE

WHEREAS, the City of Asbury Park (the “City”) is constructing a new firehouse at 200 Memorial Drive, designated as Block 608, Lot 1 on the tax maps; and

WHEREAS, Jersey Central Power & Light (“JCP&L”) has requested an easement from the City over Block 608, Lot 1, for the purpose of installing electrical facilities, including a pole line to be placed on the property; and

WHEREAS, the parties have negotiated a form of Easement that will authorize JCP&L to make such installations; and

WHEREAS, the City desires to authorize the execution of the Easement in the form attached hereto.

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

1. The City is hereby authorized to enter into the attached Easement with JCP&L on Block 608, Lot 1, for the installation of electrical facilities on the property.
2. The City Manager/Mayor is hereby authorized to execute, and the City Clerk attest, to the Easement.
3. A certified copy of this Resolution shall be provided to each of the following:
 - a. City Manager
 - b. JCP&L

I, ANTHONY CUCCI, 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. 2025-171 which was finally adopted by the City Council at a meeting held on the 26th day of March, 2025

CERTIFIED BY ME THIS 27th DAY OF March, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK



EASEMENT

On this 22nd, day of March, 2025. The undersigned, City of Asbury Park whose address is One Municipal Plaza Asbury Park NJ 07712 (the "Grantor"), is the owner of certain lands located in the City of Asbury Park, County of Monmouth State of NJ, known and designated as Tax Block 608 , Lot 1 , and recorded in The Office of The Clerk of Monmouth County, on 2/1/1989, in Deed Book DB491 , page 0269, referred to as the property.

Grantor, hereby grants and conveys to Grantee Jersey Central Power & Light Company and Verizon of New Jersey Inc., both New Jersey Corporations, (the "Grantee") for valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, a permanent easement and uninterrupted right, from time to time, to construct, reconstruct, operate, inspect, renew, replace, improve, maintain, redesign, alter, relocate, extend and remove overhead, underground and ground level facilities described below (the "Facilities") as may be deemed necessary or convenient by Grantee for electric, CATV and communication purposes for the use and benefit of the Land and/or adjacent lands on, over, under and across along and beyond the property, the course of said facilities to run as follows:

Generally in a Southerly direction from Existing pole 218195A50410 located along the Easterly Side Line of Memorial Drive thence traveling underground in a Southerly direction a total distance of 70' ± to JCP&L Pad-mount Transformer 218201A50456 together with the necessary anchors & guys for the support of said pole line.

The Facilities may include, without limitation, poles (with or without crossarms), guy wires, guy stubs, anchors, street lights and standards, transformers, transformer pads, switching compartments, conduits, conductors, ducts, wires, cables, fibers, pedestals, terminal boxes, manholes, hand-holes and other related equipment and apparatus from time to time deemed necessary or convenient by Grantee to accomplish the above purpose.

Grantor gives full authority and unqualified right to the Grantee to trim, remove, clear, keep clear, and otherwise control (by such methods as Grantee, in its sole judgment, may deem necessary or proper, including but not limited to the use of herbicides) any and all trees, underbrush, or other vegetation located within the right of way. Grantee shall also have the full authority and right, in its sole discretion, to trim, remove, clear, keep clear, and otherwise control any or all trees or vegetation adjacent to said right of way, that, in the opinion of Grantee, may interfere or threaten to interfere with the construction, operation, maintenance, or repair of Grantee's Facilities or ingress or egress to, from, or along said right of way.

Grantor covenants not to construct, place, maintain or use structures of any kind, or plant shrubs or trees within eight feet of either side of the center line of the underground Facilities, if any, as installed, raise or lower the ground elevation of the land above or beneath the Facilities; grow beneath overhead Facilities any vegetation or trees, except farm crops or other compatible species identified by Grantee; or obstruct access to, remove structural support from, divert or impound water to or on, or otherwise interfere with, the Facilities.

The rights and obligations hereunder shall be binding upon and inure to the benefit of the Grantor and Grantee and their heirs, executors, administrators, successors and assigns, Licensees and Lessees, as the case may be.

City of Asbury Park

Mayor, John Moor

Attachment: Easement (2025-171 : Resolution Authorizing The Execution Of A Deed Of Easement By The City To Jcp&L For Property Known

Municipality

STATE OF _____

COUNTY OF _____

I certify that on _____, John Moor as Mayor of City of Asbury Park personally appeared before me and acknowledged to my satisfaction that this person (or if more than one, each person) has the Legal Authority for the organization named within this instrument and being so authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the instrument.

Notary Public of New Jersey

My commission expires: _____,

Dated: _____,

County: Monmouth

Order #: 17747102

W/R#: 62647255

RETURN TO:
JERSEY CENTRAL POWER AND LIGHT COMPANY
RIGHT OF WAY DEPARTMENT
101 CRAWFORDS CORNER RD
BUILDING #1, SUITE 1-511
HOLMDEL, N.J. 07733

Attachment: Easement (2025-171 : Resolution Authorizing The Execution Of A Deed Of Easement By The City To Jcp&L For Property Known



Individual Resolutions
Meeting of the Municipal Council
Wednesday, March 26, 2025
RESOLUTION SUMMARY

2025-172

Appointment to Housing Authority: Julie Grillo With a Term to Expire: 4/28/2030



RESOLUTION NO. 2025-172

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

RESOLUTION AUTHORIZING AN APPOINTMENT TO THE HOUSING AUTHORITY

WHEREAS, Section 2:37.2 of the Code of the City of Asbury Park provides for the Creation of the Housing Authority (also referenced as the “Authority”) in and for the City of Asbury Park; and

WHEREAS, Section 2:37.3 of the Code of the City of Asbury Park provides for five (5) members to be appointed by the City Council; and

WHEREAS, the Mayor and Council wish to appoint an individual to serve on the Authority, in accordance with the provisions set forth in Section 2:37.3 of the Code of the City of Asbury Park.

NOW, THEREFORE, BE IT RESOLVED, that the following individual is hereby appointed to serve on the Housing Authority:

Appointee

Term

Julie Grillo

4/28/2025 - 4/28/2030

I, ANTHONY CUCCI, 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. 2025-172 which was finally adopted by the City Council at a meeting held on the 26th day of March, 2025

CERTIFIED BY ME THIS 27th DAY OF March, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2025-8**

**ORDINANCE OF THE CITY OF ASBURY PARK AMENDING AND
SUPPLEMENTING CHAPTER 5, ENTITLED “BEACH, BOARDWALK AND
BEACHFRONT REGULATIONS” TO ESTABLISH FINES FOR TENTS ON THE
BEACH**

WHEREAS, the City of Asbury Park (the “City”) previously established Chapter 5, entitled “Beach, Boardwalk and Beachfront Regulations” of “The Code of the City of Asbury Park” (also referenced as the “City Code”); and

WHEREAS, the City now desires to amend the provisions of Section 5-4.23 of the City Code entitled “Tent Use” to add penalties for violations of the section; and

WHEREAS, the provisions to be revised are more specifically identified below.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, as follows:

Section 1. § 5-4.23 of the City Code, entitled “Tent Use” is hereby amended (underlined to be added) as follows:

§ 5-4.23 Tent Use

* * *

d. Penalties.

The penalty for violation of this section shall, upon conviction, be two hundred fifty dollars (\$250) for each offense.

Section 2. All other provisions of Chapter 5 of the City Code which are not referenced in this Ordinance shall remain unaffected/unchanged and remain in full force and effect.

Section 3. All parts and provisions of any Ordinance which are inconsistent with the provisions of this Ordinance shall be repealed to the extent of such inconsistency.

Section 4. 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.

Section 5. 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, ANTHONY CUCCI, 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. 2025-8 which was finally adopted by the City Council at a meeting held on the 26th day of March, 2025

ANTHONY CUCCI
DEPUTY CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, March 26, 2025
REGULAR MEETING

Executive Session - 4:00 p.m.

2025-153 Resolution Authorizing a Meeting Which Excludes the Public

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

Workshop Session - 6:00 p.m.

Call to Order/Roll Call

Attendee Name	Title	Status	Arrived
Angela Ahbez-Anderson	Councilmember	Absent	
Eileen Chapman	Councilmember	Present	
Yvonne Clayton	Councilmember	Present	
Amy Quinn	Deputy Mayor	Present	
John Moor	Mayor	Present	
Lisa Esposito	City Clerk	Absent	
Anthony Cucci	Deputy City Clerk	Present	
Kevin Starkey	City Attorney	Present	

Deputy City Clerk Anthony Cucci called the meeting to order at 6:00 PM.

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

PROCLAMATION

1. Prevention of Child Abuse Month

SPECIAL EVENT APPLICATIONS:

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

ITEMS TO BE PRESENTED:

Matters from City Council

Council member Chapman had no matters at this time.

Council member Clayton stated, On Sunday, March 31st, the Springwood Avenue Heritage Walk is going to be launching and everyone is invited to come to 1202 Springwood Avenue for an afternoon with music, door prizes, and raffles, and also the initial tour. So please come out, it is from 2:00PM to 4:00PM.

Deputy Mayor Quinn stated, just a reminder, Garden State Film Festival takes place this weekend, so go on their website and check out what films. Sylvia asked me to just mention the City, is putting on an outreach for our local businesses so if anyone here is a local business we are looking for feedback for our 5 year plan for our UEZ spending. The reason why this is really important is the city makes proposals to the UEZ board run by the State and the State says yes or no. So, if we have an idea of what businesses need to function or survive maybe during hard months like the winter, it would be helpful. So please reach out to Sylvia Sylvia if you are a local business in the audience.

Mayor Moor had no matters at this time.

Matters from City Manager

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

Matters from City Attorney

City Attorney, Kevin Starkey had no matters at this time.

1. Presentation by APW Redeveloper, LLC/Asbury Partners LLC for Redevelopment of Block 3801, Lot 1.02 (320 Asbury Avenue)

MINUTES

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

1. Municipal Council- Executive Meeting March 12, 2025 4:00 PM
2. Municipal Council - Regular Meeting - Mar 12, 2025 6:00 PM

PUBLIC PARTICIPATION

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

The following members of the public spoke: Mike Sodano, Nancy Sodano, Constantine Georgiadis, Laurie Meyers, Tom Pachiko made a comment about proposed redevelopment at 320 Asbury Avenue.

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

CONSENT AGENDA RESOLUTIONS

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

2025-154 Resolution Approving Special Event Applications

2025-155 Resolution Amending Temporary Budget Appropriations for 2025 Budget

2025-156 Resolution Authorizing the Transfer of Appropriation Reserves in the Fiscal Year 2024 Budget

2025-157 Resolution Authorizing the Mayor and City Council to Execute a Discharge of Mortgage for Timothy Harris for Property located at 909 Summerfield Avenue, Asbury Park

2025-158 Resolution Authorizing the Mayor and City Council to Execute a Discharge of Mortgage for Virginia Cita for Property located at 137 DeWitt Avenue, Asbury Park

INDIVIDUAL RESOLUTIONS

2025-159 Resolution Approving Payment of Bills

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

2025-160 Resolution Authorizing Revisions to the Statutory Budget Deadlines as per the Local Finance Board Local Finance Notice (LFN) 2024-20

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

2025-161 Resolution Authorizing the Disposition of Surplus Property

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

2025-162 Resolution Approving Change Order #7 for the New Fire Department Headquarters

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

2025-163 Resolution Authorizing the Repairs to Fire Department Ambulance #83-60

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

2025-164 Resolution Authorizing Purchase of Security Upgrades at City Hall

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

2025-165 Resolution Authorizing Purchase of 2025 Seasonal Beach Badges

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

2025-166 Resolution Authorizing the Annual Renewal of CivicPlus Software for Recreation and PAL

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

2025-167 Resolution Authorizing a Contract fo Over the Moon for the Production of First Fridays Art & Sound Events for 2025 through Community & Cultural Affairs

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

2025-168 Resolution Of The Mayor And City Council Of Asbury Park Authorizing The City Of Asbury Park To Enter Into The Boardwalk Preservation Fund Sub Grant Agreement With Madison Asbury Retail, LLC

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

2025-169 Resolution Authorizing a Professional Services Contract to Hackensack Meridian Team Health P.C. for Employment Exams and Physicals

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

2025-170 Resolution Authorizing The Acceptance Of A Grant From The State Of New Jersey, Department Of Law And Public Safety, Division Of Alcohol Beverage Control, Under The Cops In Shops Summer Shore Initiative 2025

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

2025-171 Resolution Authorizing The Execution Of A Deed Of Easement By The City To JCP&L For Property Known As Block 608, Lot 1, For The Installation Of Electrical Facilities For The New Firehouse

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

2025-172 Resolution Authorizing An Appointment to the Housing Authority

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

ORDINANCES

Second Reading / Public Hearing

2025-8 Ordinance Of The City Of Asbury Park Amending And Supplementing Chapter 5, Entitled “Beach, Boardwalk And Beachfront Regulations” To Establish Fines For Tents On The Beach

A motion to open 2025-8 to the public was made by Deputy Mayor Quinn and seconded by Council member Chapman. All were favor.

No members of the public spoke.

A motion to close 2025-8 to the public was made by Council member Chapman and seconded by Deputy Mayor Quinn. All were in favor.

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

ADJOURNMENT

The meeting was adjourned at 7:07 PM

A motion to close the meeting was made by Deputy Mayor Quinn and seconded Council member Chapman. Meeting adjourned at 7:07 PM.

Respectfully submitted by:

Anthony Cucci, Deputy City Clerk