



Agenda
Meeting of the Municipal Council
Wednesday, March 27, 2024
REGULAR MEETING 6:00 PM

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

2024-162 Resolution Authorizing a meeting which excludes the public

A. Public Safety

1. Police Monthly Report February 2024
2. Complete Streets Policy 2024

B. Personnel

1. City Manager Contract

C. Contract Negotiations

1. 911 Kingsley Street Block 3901, Lots 5-9 (Porta Expansion)
2. 1600 Ocean Avenue, Block 4502, Lot 1.25 North Eats Food Truck Court
3. Labor Counsel

D. Litigation

1. JLD Investment Group, LLC v. City of Asbury Park; City of Asbury Park Planning Board
2. The Lake Group AP, LLC v. City of Asbury Park

E. Attorney-Client Privilege

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

Call to Order/Roll Call

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

As to comply with the "Open Public Meetings Act," Chapter 231, P.L. 1975, adequate Notice of this meeting has been provided in the following manner: The

Annual Notice was forwarded to the Asbury Park Press, The Coaster and The Star Ledger on January 22, 2024, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

Proclamation

1. Proclamation Declaring February 28, 2024 as "Jessie Mae Ricks Day"

Special Event Applications:

Items to be Presented:

1. Presentation of Inspire by Somerset of proposed amendments to their proposed redevelopment of Block 4105, Lots 1, 3 and 4 (1209 Ocean and 115 Fourth Avenues)
Matters from City Council
Matters from City Manager
Matters from City Attorney

III. Regular Meeting

A. Public Participation

B. Minutes

- Municipal Council- Executive Meeting March 13, 2024 4:00 PM
- Municipal Council - Regular Meeting - Mar 13, 2024 6:00 PM

C. Consent Agenda Resolutions

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

2024-163 Resolution Approving Special Event Applications

2024-164 Resolution Amending Temporary Budget Appropriations for 2024 Budget

2024-165 Resolution Requesting Permission for the Dedication by Rider For Urban Enterprise Zone Funds required by N.J.S.A. 52:27H-88.a(2)

2024-166 Resolution Authorizing the Mayor & City Council to Execute a Discharge of Mortgage for Jean Delva for Property located at 38 Dewitt Avenue, Asbury Park

2024-167 Resolution Authorizing the Mayor & City Council to Execute a Discharge of Mortgage for Claudette Spicer Everette for Property located at 828 Dunlewy Street, Asbury Park

- 2024-168 Resolution to accept the American Rescue Plan Firefighter Grant (ARPPFG) FY 2024
- 2024-169 Resolution Authorizing Appointments to the Recreation Committee

D. Individual Resolutions

- 2024-170 Resolution Approving Payment of Bills
- 2024-119 Resolution Authorizing Payment to Kivvit, LLC for Marketing Services with the Made (And Sold) in Asbury Park Project
- 2024-139 Resolution Authorizing the Execution of A Shared Services Agreement With The Township Of Neptune For Geese Management of Wesley Lake
- 2024-171 Resolution Authorizing the Purchase of Office Furniture Needed for the Police Department
- 2024-172 Resolution Authorizing the Purchase of a Vehicle for Social Services
- 2024-173 Resolution Authorizing Purchase of 2024 Seasonal Beach Badges
- 2024-174 Resolution Awarding Electronic Beach Badge System for the City of Asbury Park
- 2024-175 Resolution Authorizing Geese Management at Sunset Park
- 2024-176 Resolution Approving Change Order #3 for the New Fire Department Headquarters
- 2024-177 Resolution Authorizing a Fertilizer and Weed Control Program at Various Locations Citywide with Controlled Growth for 2024
- 2024-178 Resolution Authorizing Upgrades to the Asbury Park Police Department Surveillance Trailer Upgrades
- 2024-179 Resolution Entering into an Agreement with Monmouth County to Administer the City's Community Development Block Grant Program
- 2024-180 Resolution Approving a Hardship Exception to Allow for the Issuance of a Road Opening Permit Relating to Certain Construction to Be Undertaken in Front of the Premises Located at 809 Bond Street, A/K/A 700 First Avenue (Block 2602, Lot 6), Within the City
- 2024-181 Resolution of the Mayor and City Council of the City of Asbury Park to Enter into an Amendment of the Subsequent Developer Agreement with Asbury Partners, LLC and Toll Bros. Asbury Park Urban Renewal LLC to Extend the Date for the Issuance of Redevelopment Area Bonds in Connection with the Development of Property Located at Block 3103, Lot 1
- 2024-182 Supplemental Resolution Authorizing The Issuance Of One Or More Series Of Additional Non-Recourse Redevelopment Area Bonds Of The City Of Asbury Park In An Aggregate Principal Amount Not To Exceed \$6,500,000 (Waterfront Redevelopment Area Infrastructure Project) In Connection With A Project Being Undertaken In The City By Toll Bros. Asbury Park Urban Renewal LLC) And As A Portion Of Non-Recourse

Redevelopment Area Bonds Of The City Previously Approved Pursuant To A Resolution Duly Adopted By The City Council On February 20, 2013

- 2024-183 Resolution Adopting the Home Improvement Program Manual
- 2024-184 Resolution of the Mayor and City Council of the City of Asbury Park to Enter into an Amendment of the Subsequent Developer Agreement with Asbury Partners, LLC and 202/204 7th Avenue Urban Renewal LLC to Extend the Date for the Issuance of Redevelopment Area Bonds in Connection with the Development of Property Located at Block 4201, Lots 3&4
- 2024-185 Supplemental Resolution Authorizing The Issuance Of One Or More Series Of Additional Non-Recourse Redevelopment Area Bonds Of The City Of Asbury Park In An Aggregate Principal Amount Not To Exceed \$2,000,000 (Waterfront Redevelopment Area Infrastructure Project) In Connection With A Project Being Undertaken In The City By 202/204 7th Avenue Urban Renewal LLC (F/K/A 202 Seventh Avenue LLC) And As A Portion Of Non-Recourse Redevelopment Area Bonds Of The City Previously Approved Pursuant To A Resolution Duly Adopted By The City Council On February 20, 2013
- 2024-186 Resolution Amending Resolution 2024-141, Which Was Adopted On February 28, 2024, Establishing Fees And Regulations For The 2024 Beach Season
- 2024-187 Resolution Approving 2022-2023 Alcoholic Beverage Control License for Asbury Music Company, Inc. in the City of Asbury Park, County of Monmouth, New Jersey
- 2024-188 Resolution Approving 2023-2024 Alcoholic Beverage Control License for Asbury Music Company, Inc. in the City of Asbury Park, County of Monmouth, New Jersey
- 2024-189 Resolution to Approve Place to Place Liquor License Transfer (Expansion of Premise) for McLoones Asbury Park, LLC -d/b/a/ The Robinson Ale House/Supper Club/Iron Whale Restaurant

E. Ordinances

1. Introduction

- 2024-8 Ordinance Amending Chapter 7 Sections 13 and 14 to Establish Prohibiting Parking Regulations Along Emory Street and Second Avenue

2. Second Reading/Public Hearing

- 2024-6 Ordinance Of The City Of Asbury Park Amending And Supplementing Chapter XXX, Entitled “Land Development Regulations,” Of The “Code Of The City Of Asbury Park,” As Well As The Redevelopment Plans For The Scattered Site, S.T.A.R.S. And Washington Avenue Redevelopment Areas, Regarding Accessory Dwelling Units.

2024-7 Ordinance Of The City Of Asbury Park Amending And Supplementing Chapter XIII, Entitled “Property Improvement And Neighborhood Preservation - Property Maintenance Code,” Of The “Code Of The City Of Asbury Park,” In Order To Establish A New Section Thereof, Entitled “Accessory Dwelling Units (ADUs)”.

F. Adjournment

**RESOLUTION NO. 2024-162****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 27, 2024 at 6:00 PM in the Council Chambers located at 1 Municipal Plaza, Asbury Park, New Jersey, that will be limited only to consideration of an items or items with respect to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

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

A. Public Safety:

1. Police Monthly Report January 2024
2. Complete Streets Policy 2024

B. Personnel:

1. City Manager Contract

C. Contract Negotiations:

1. 911 Kingsley Street Block 3901, Lots 5-9 (Porta Expansion)
2. 1600 Ocean Avenue, Block 4502, Lot 1.25 North Eats Food Truck Court
3. Labor Counsel

D. Litigation:

1. JLD Investment Group, LLC v. City of Asbury Park; City of Asbury Park Planning Board
2. The Lake Group AP, LLC v. City of Asbury Park

E. Attorney-Client Privilege:

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

LISA ESPOSITO
CITY CLERK

March 15, 2024

Narrative of Revisions

Somerset Asbury Park Urban Renewal, LLC
Inspired by Somerset Development

Somerset Asbury Park Urban Renewal, LLC recently received Asbury Park Planning Board approval for an 8 story + mezzanine mixed use project on the block surrounded by Ocean Ave, 4th Avenue, Kingsley Street, and 5th Avenue and adjacent to the Wonder Bar. The approved project includes retail along Ocean Avenue, a residential lobby that extends from 4th Avenue to 5th Avenue, and residential units with stoops/ terraces at the ground floor. Parking is located interior the building, screened from the right of way by residential and retail uses. Upper floors include residential units and amenity spaces associated with the residential use.

As the project construction drawings have advanced after the approval, the applicant has elected to reduce the total amount of units proposed from 155 units to 112 units which requires certain revisions to the interior of the building. In addition to improved internal circulation in the interior parking levels, the applicant is requesting a minor revision to the northeast section of the building footprint. There is no change to the overall aesthetic, massing, materials, percentage of void and fenestration, and architectural style. No additional waivers or deviations from the Redevelopment Plan are required for the proposed changes.

The applicant has previously submitted floor diagrams reflecting the changes. As requested by City officials, below is a detailed list of the proposed changes:

1. The residential density on site is proposed to be decreased from 155 units to 112 units (28% decrease in density). The size and unit mix is proposed to be revised to include a mix of 1 bedroom, 2 bedroom, 3 bedroom, and 4 bedroom units. Consistent with the diagrammatic plans that have been submitted to Asbury Park City Planning graphically depicting the revised locations of the residential units, the revisions occur interior the exterior shell of the originally approved massing. Below is a chart depicting the differences in density and unit mix from the original approval:

	Unit - Original Approval				Units - Revised 03/2024				
	1 BR	2 BR	3 BR	TOTAL	1 BR	2 BR	3 BR	4 BR	TOTAL
Ground Floor	6	4	2	12	1	6	2	-	9
First Floor/PL1	5	-	-	5	1	2	-	-	3
Second Floor	4	11	2	17	4	9	3	-	16
Third Floor	9	11	2	22	5	11	3	-	19
Fourth Floor	5	9	5	19	-	6	7	1	14
Fifth Floor	4	10	6	20	-	3	6	4	13
Sixth Floor	4	10	6	20	-	5	6	2	13
Seventh Floor	4	10	6	20	-	3	6	4	13
Eighth Floor	-	4	16	20	-	0	8	4	12
Mezzanine	-	-	-	-	-	-	-	-	-
TOTAL	41	69	45	155	11	45	41	15	112

2. As part of the unit reduction and to continue to activate the streetscape, the applicant has reduced the number of stoop access units along Kingsley Street from five stoops to two stoops.
3. The retail space has been revised from 9,390 SF to approximately 8,450 SF in one contiguous space. The revision includes the relocation of the Beach Alley to the side of the proposed building adjacent to Wonder Bar.
4. The North Lobby along 5th Avenue has been revised to better accommodate the adjacent units. The exterior façade has been minimally revised and still conforms with the original design intent.
5. With the decrease in residential density, the applicant proposes a reduction in the total amount of parking in the project from 264 spaces to 223 spaces. However, this reduction in total parking spaces, results in a residential parking ratio increase from the originally approved 1.64 spaces/ dwelling unit to an increase to 1.90 spaces/dwelling unit. This residential parking ratio exceeds the required parking ratio within the Waterfront Redevelopment Plan of 1.5 spaces/ dwelling unit. The applicant still conforms with the base 15% EV charging requirements and commits to installing infrastructure for a total of 90 EV spaces as proposed in the original approval. The building will continue to include 10 spaces for Wonder Bar that will be signed and designated.
6. With the reduction of parking the applicant proposes not to change the overall size of the parking garage. Rather, the square footage will be repurposed on the first level of the parking garage to include an interior motor court for residential drop off operations (i.e. visitors, Uber, Lyft, private car service, etc.). The drop off area and preceding ramps will accommodate up to 16 queued vehicles. Along with the Motor Court, an expanded lobby adjacent and overlooking the ground floor 4th Avenue Lobby is proposed to be expanded from originally proposed.
7. As the project has advanced, JCP&L (the public utility) has preliminary reviewed the project and has required the applicant to revise the locations of the transformer and utility connections. The mechanical service locations in the proposed building have been revised per these decisions and the applicant has met their equipment and connection requirements. In those discussions, the proposed internal transformers have been relocated from the side of the building

- facing Wonder Bar to the Kingsley Street frontage. The applicant has located these utilities and their access doors in line with the approved rhythm of the façades and window openings. The location of the generator has been proposed to remain as originally approved. None of the proposed revisions will impact the operations of Wonder Bar or change the landscape and fence buffer originally proposed for the side yard facing Wonder Bar.
8. As noted above and shown on the revised plans, a small addition (approximately 400SF) has been added to the footprint of the building in the north central location adjacent to the Wonder Bar to allow for improved internal pedestrian access to the North residential tower from the parking levels. The proposed building is still in conformance with the required setbacks and bulk regulations of the Waterfront Redevelopment Plan.
 9. On the 4th through 8th residential floor, the interior corner balcony located on the north tower facing the central courtyard has been eliminated.
 10. The landscape design of the courtyard has been updated with minimal revisions and still conforms with the original design intent that was approved.
 11. Due to the revised square footage of the residential units located on the top floor of the building, the individual mezzanine square footage has been revised. Mezzanine square footage remains conforming with the zoning requirements allowing for interior mezzanine square footage to equal 1/3 of the square footage of the residential unit below. The majority of the overall massing of the mezzanine floor has remained as originally proposed or been reduced with minimal revisions to the footprints. Overall, the massing of the mezzanine penthouse has been reduced from 17,802 SF originally approved to 16,754 SF proposed.

In some instances, a breezeway connection has been added to the mezzanine units. The proposed breezeways are setback at least 10' from the edge of the building and cannot be seen from the street below. The overall mass, in terms of undulation along the façade and total square footage remains the same or has been reduced. The number of rooftop terraces has also decreased in response to the revised total number of penthouse units.

12. Mechanical and ventilation louvers have been added to the Wonder Bar facing side yard façade. This was based on mechanical requirements in the parking, retail, and amenities areas of the building. The façade has been refined to add additional darker fiber cement panels, in a similar layout as original approved, that hide the louvers.
13. Floor to floor heights have been revised based on further coordination with the structural and mechanical engineers. The overall height of the building has remained unchanged at 130'-0" to the roof structure plus proposed and approved parapet. All mechanical equipment heights have remained unchanged and are proposed to be no higher than the parapet as originally agreed to and approved.

The changes do not result in revisions to the overall aesthetic, massing, materials, percentage of void and fenestration, and architectural style of the originally approved mixed use building. The density on site has been reduced while the residential parking

ratio has been increased. None of the proposed revisions will impact the operations of Wonder Bar or change the landscape and fence buffer originally proposed for the side yard facing Wonder Bar.

If you have additional questions or require further clarification please feel free to reach out.

Sincerely,

A handwritten signature in black ink, appearing to read "M. Lawson", is written over a horizontal line.

Michael R. Lawson, AICP/PP
Principal
Minno & Wasko Architects and Planners

OCEAN AVENUE
ASBURY PARK, NEW JERSEY

INSPIRED
BY SOMERSET DEVELOPMENT

MARCH 15, 2024

(APPROVED 2023)

	Unit - Original Approval				TOTAL
	1 BR	2 BR	3 BR	TOTAL	
Ground Floor	6	4	2	12	9
First Floor/PL1	5	-	-	5	3
Second Floor	4	11	2	17	16
Third Floor	9	11	2	22	19
Fourth Floor	5	9	5	19	14
Fifth Floor	4	10	6	20	13
Sixth Floor	4	10	6	20	13
Seventh Floor	4	10	6	20	13
Eighth Floor	-	4	16	20	12
Mezzanine	-	-	-	-	-
TOTAL	41	69	45	155	112



01 GROUND FLOOR PLAN
SCALE: 1" = 30'-0"

(REVISED 2024)

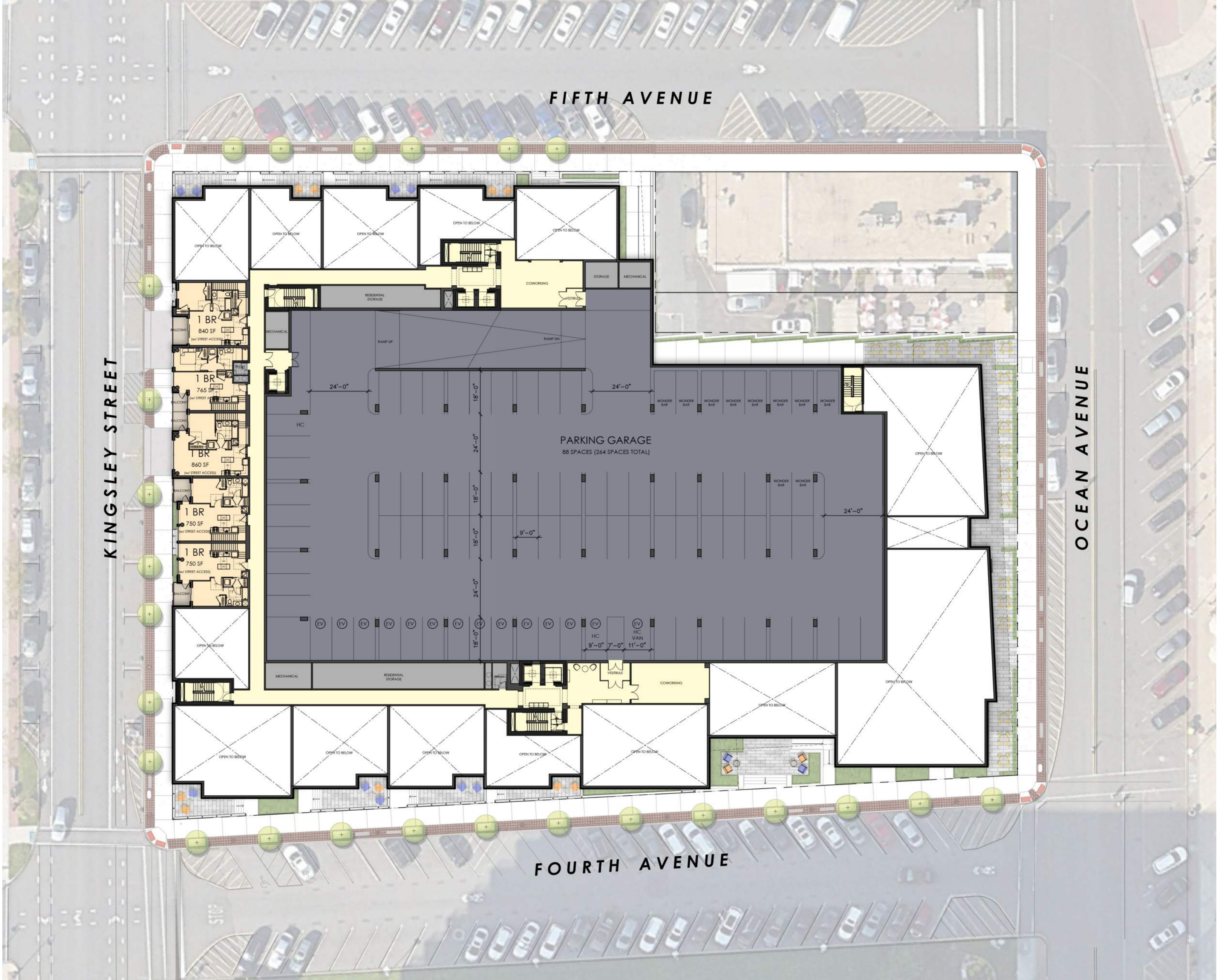
- NOTES:
- 1. Residential density to be decreased from 155 units to 112 units (28% decrease in density).
 - 2. Revised size and unit mix to include a mix of 1 bedroom, 2 bedroom, 3 bedroom, and 4 bedroom units.
 - 3. With unit reduction and to continuation of activated street scape, number of stoop access units along Kingsley Street reduced from five stoops to two stoops.
 - 4. Retail space revised from 9,390 SF to approximately 8,450 SF in one contiguous space. Revision includes relocation of Beach Alley to the side of the proposed building adjacent to Wonder Bar.
 - 5. Per JCP&L, internal transformers have been relocated from the side of the building facing Wonder Bar to the Kingsley Street frontage.
 - 6. North Lobby entry was revised with minimal changes to exterior facade.

	Units - Revised Q3/2024					TOTAL
	1 BR	2 BR	3 BR	4 BR	TOTAL	
Ground Floor	1	6	2	-	9	
First Floor/PL1	1	2	-	-	3	
Second Floor	4	9	3	-	16	
Third Floor	5	11	3	-	19	
Fourth Floor	-	6	7	1	14	
Fifth Floor	-	3	6	4	13	
Sixth Floor	-	5	6	2	13	
Seventh Floor	-	3	6	4	13	
Eighth Floor	-	0	8	4	12	
Mezzanine	-	-	-	-	-	
TOTAL	11	45	41	15	112	



02 GROUND FLOOR PLAN
SCALE: 1" = 30'-0"

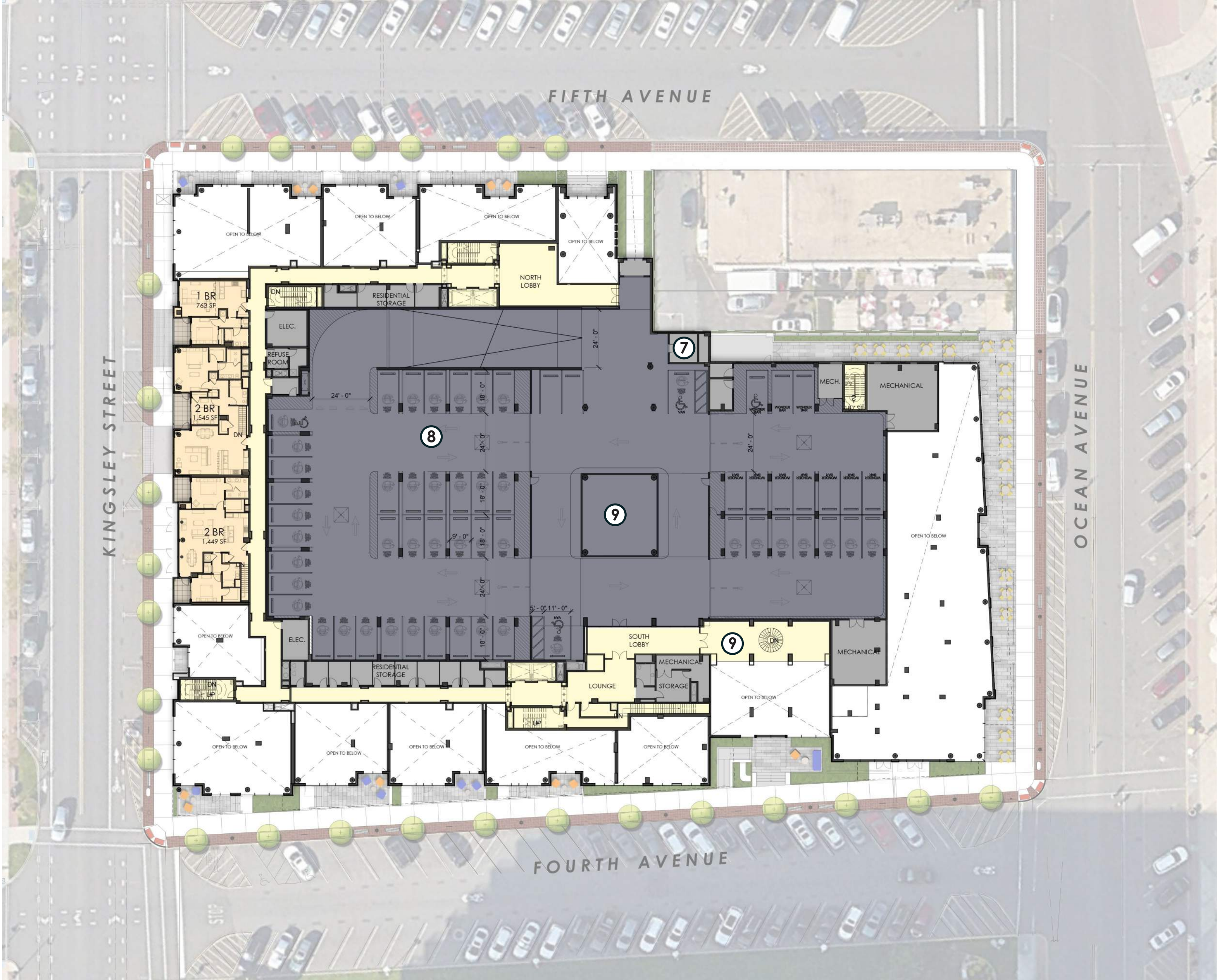
(APPROVED 2023)



01 FIRST FLOOR/PL1 PLAN
SCALE: 1" = 30'-0"

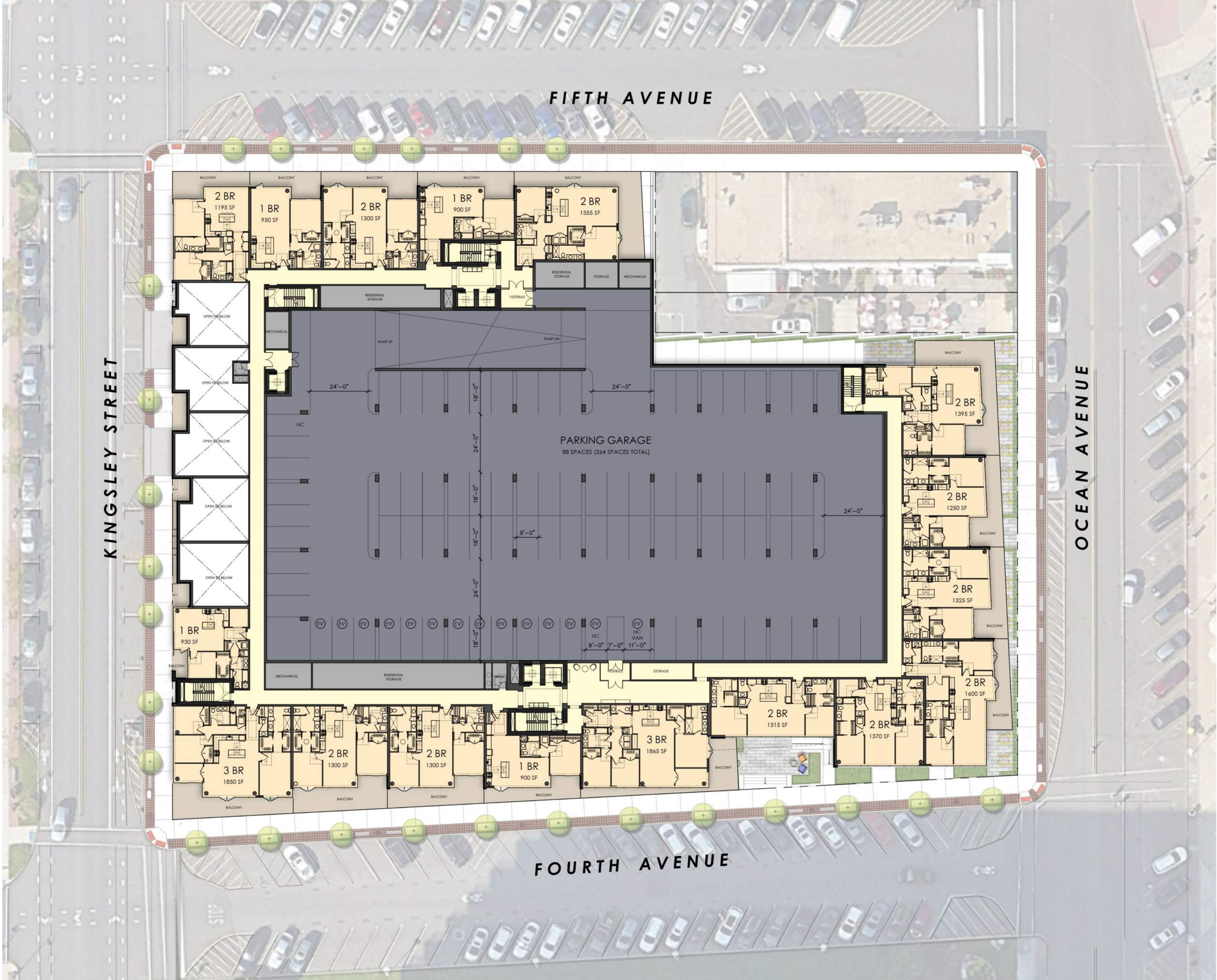
(REVISED 2024)

- NOTES:
- 1. Residential density to be decreased from 155 units to 112 units (28% decrease in density).
 - 2. Revised size and unit mix to include a mix of 1 bedroom, 2 bedroom, 3 bedroom, and 4 bedroom units.
 - 6. North Lobby entry was revised with minimal changes to exterior facade.
 - 7. Small addition (approximately 400SF) has been added to the footprint of the building in the north central location adjacent to the Wonder Bar to allow for improved internal pedestrian access to the North residential tower from the parking levels.
 - 8. Total amount of parking in the project decreased from 264 to 223 however with the revised unit mix the residential ratio increased from approved 1.64 spaces/ dwelling unit to 1.90 spaces/dwelling unit. This exceeds the required 1.5 spaces/dwelling unit required in Waterfront Redevelopment plan.
 - 9. No change to overall size of the parking garage. The square footage will be re-purposed on the first level of the parking garage to include an interior motor court for residential drop off operations, expanded lobby adjacent and overlooking the ground floor 4th Avenue Lobby.



02 FIRST FLOOR/PL1 PLAN
SCALE: 1" = 30'-0"

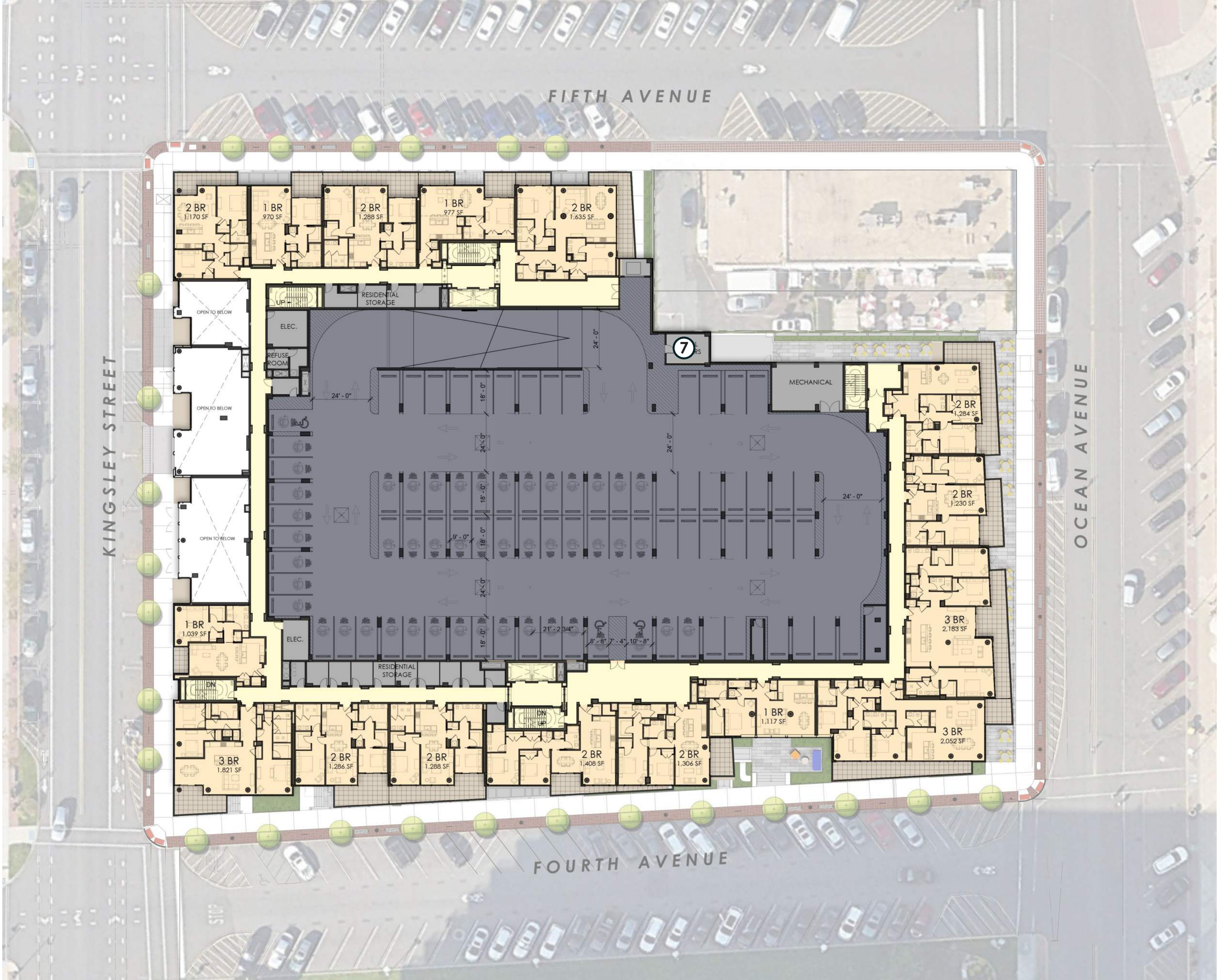
(APPROVED 2023)



01 SECOND FLOOR/PL2 PLAN
SCALE: 1" = 30'-0"

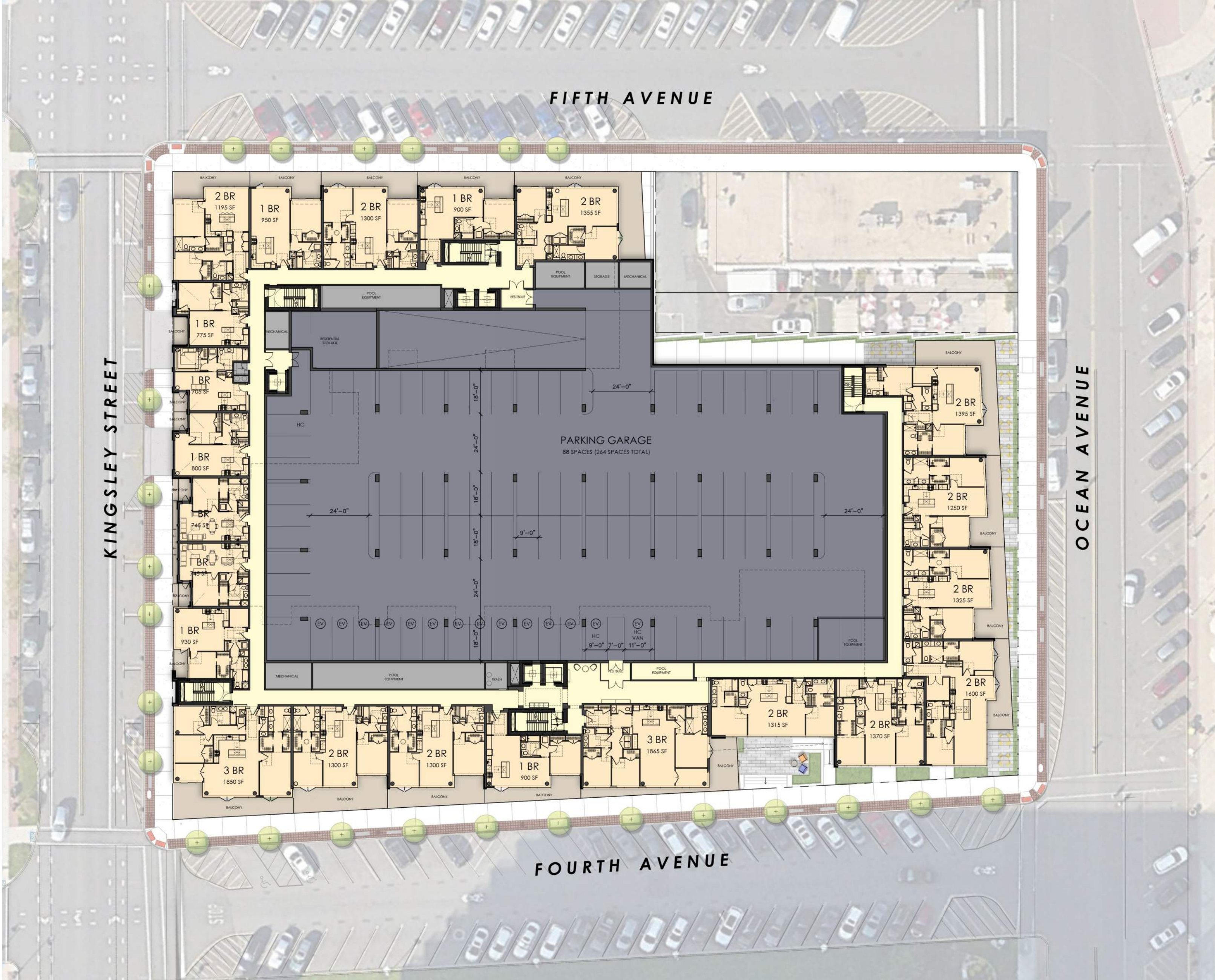
(REVISED 2024)

- NOTES:
- 1. Residential density to be decreased from 155 units to 112 units (28% decrease in density).
 - 2. Revised size and unit mix to include a mix of 1 bedroom, 2 bedroom, 3 bedroom, and 4 bedroom units.
 - 7. Small addition (approximately 400SF) has been added to the footprint of the building in the north central location adjacent to the Wonder Bar to allow for improved internal pedestrian access to the North residential tower from the parking levels.
 - 8. Total amount of parking in the project decreased from 264 to 223 however with the revised unit mix the residential ratio increased from approved 1.64 spaces/ dwelling unit to 1.90 spaces/dwelling unit. This exceeds the required 1.5 spaces/dwelling unit required in Waterfront Redevelopment plan.



02 SECOND FLOOR/PL2 PLAN
SCALE: 1" = 30'-0"

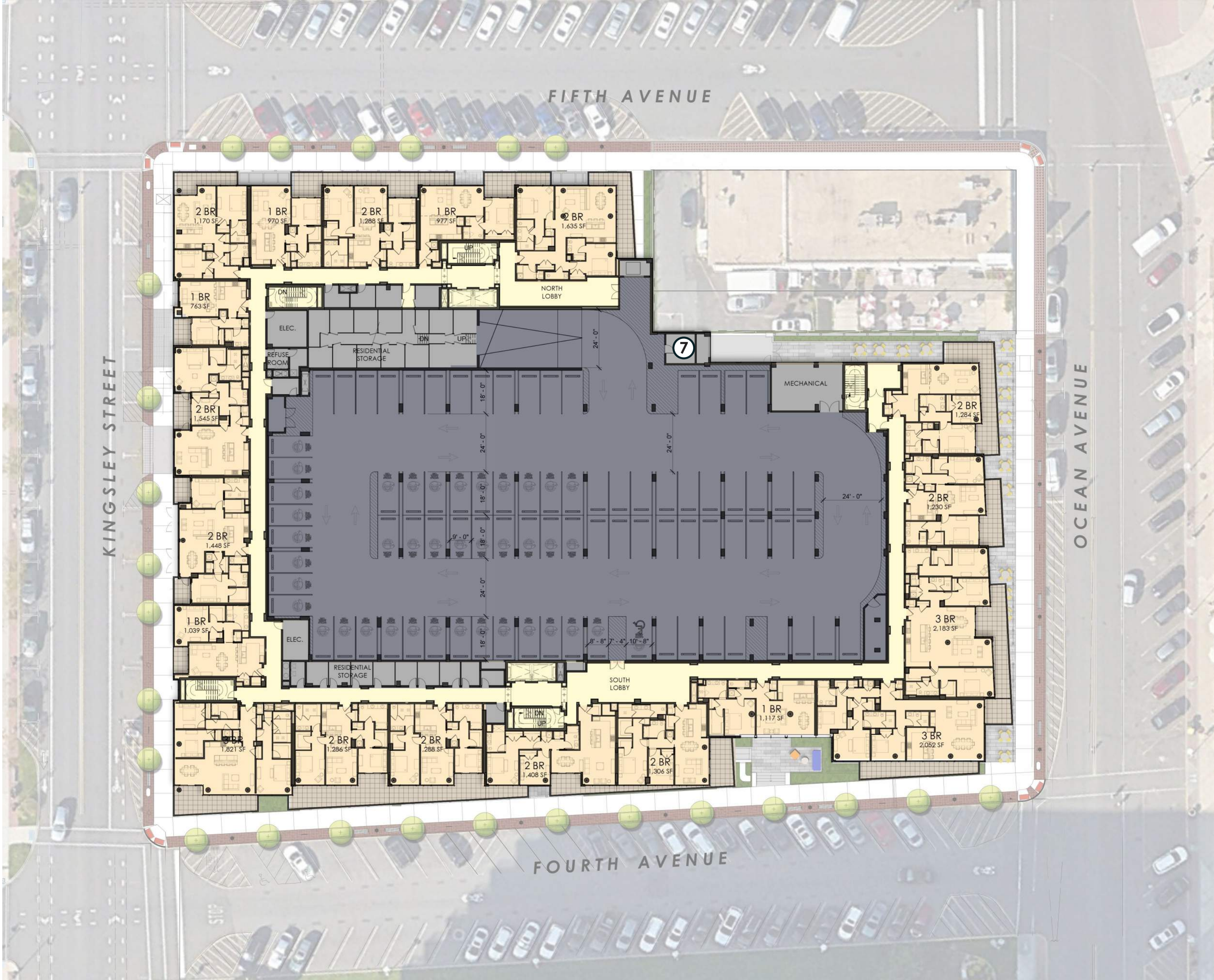
(APPROVED 2023)



01 THIRD FLOOR/PL3 PLAN
SCALE: 1" = 30'-0"

(REVISED 2024)

- NOTES:
- 1. Residential density to be decreased from 155 units to 112 units (28% decrease in density).
 - 2. Revised size and unit mix to include a mix of 1 bedroom, 2 bedroom, 3 bedroom, and 4 bedroom units.
 - 7. Small addition (approximately 400SF) has been added to the footprint of the building in the north central location adjacent to the Wonder Bar to allow for improved internal pedestrian access to the North residential tower from the parking levels.
 - 8. Total amount of parking in the project decreased from 264 to 223 however with the revised unit mix the residential ratio increased from approved 1.64 spaces/ dwelling unit to 1.90 spaces/dwelling unit. This exceeds the required 1.5 spaces/dwelling unit required in Waterfront Redevelopment plan.



02 THIRD FLOOR/PL3 PLAN
SCALE: 1" = 30'-0"



(REVISED 2024)

NOTES:

- 1. Residential density to be decreased from 155 units to 112 units (28% decrease in density).
- 2. Revised size and unit mix to include a mix of 1 bedroom, 2 bedroom, 3 bedroom, and 4 bedroom units.
- 10. On 4th through 8th residential floor interior corner balcony located on the north tower facing the central courtyard has been eliminated.
- 11. Landscaping design updated but shares same design intent as original.



Attachment: 2024-03-15 Somerset Ocean Ave - Asbury Park Comparison Plans Email (2024-36 : Presentation of changes by Inspire by Somerset Block 4105, Lots 1, 3 and 4)

DATE: 03/15/2024

MINNO  WASKO
ARCHITECTS AND PLANNERS
80 LAMBERT LANE, SUITE 105, LAMBERTVILLE, NEW JERSEY 08530 MINNOWASKO.COM
TWO GATEWAY CENTER, SUITE 1700, NEWARK, NEW JERSEY 07102

INSPIRED

BY SOMERSET DEVELOPMENT

OCEAN AVENUE
ASBURY PARK, NEW JERSEY
04-0375-07
© MINNO & WASKO ARCHITECTS AND PLANNERS

(APPROVED 2023)

(REVISED 2024)

- NOTES:
- 1. Residential density to be decreased from 155 units to 112 units (28% decrease in density).
 - 2. Revised size and unit mix to include a mix of 1 bedroom, 2 bedroom, 3 bedroom, and 4 bedroom units.
 - 10. On 4th through 8th residential floor interior corner balcony located on the north tower facing the central courtyard has been eliminated.



01 FIFTH FLOOR PLAN
SCALE: 1" = 30'-0"

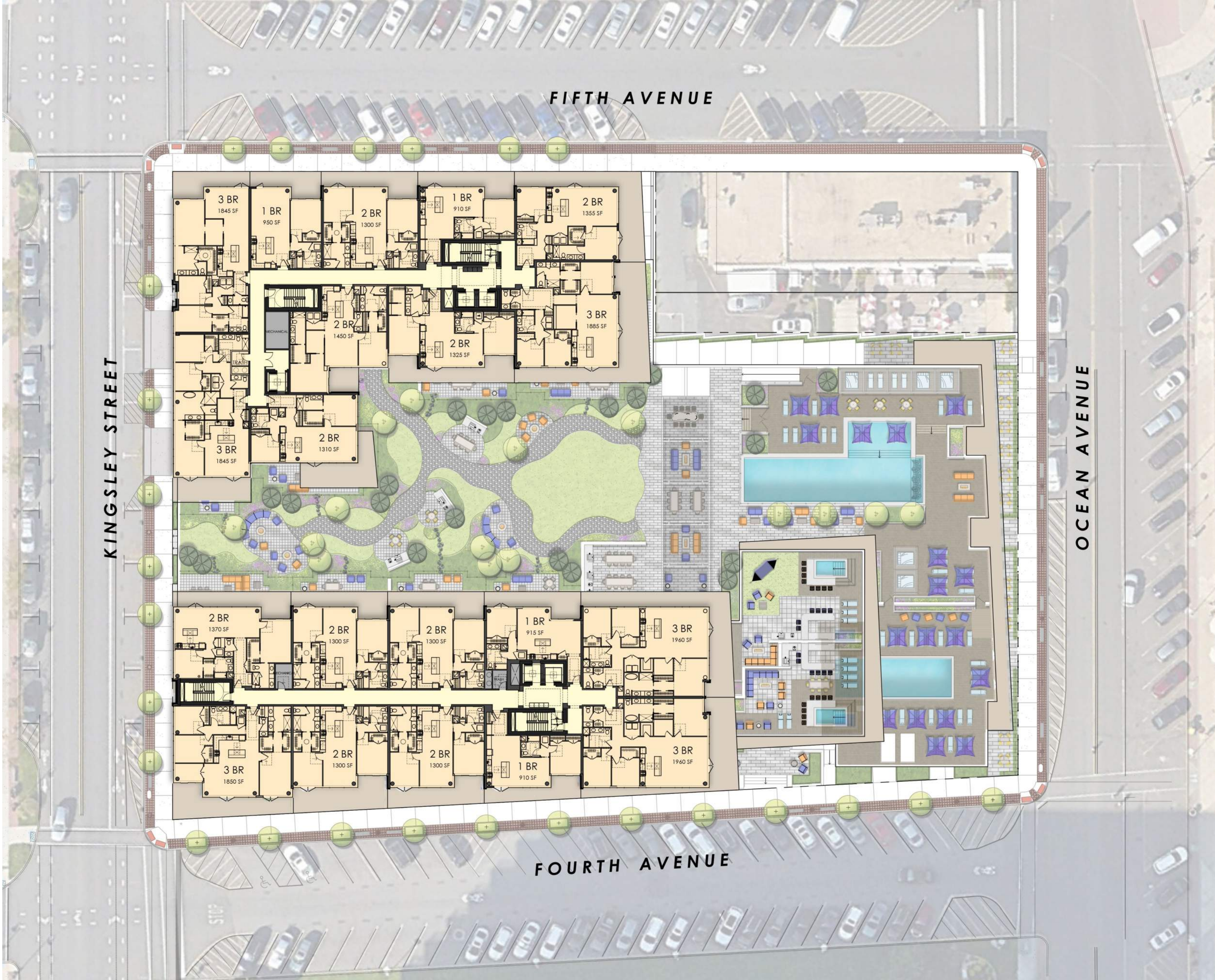


02 FIFTH FLOOR PLAN
SCALE: 1" = 30'-0"

(APPROVED 2023)

(REVISED 2024)

- NOTES:
- 1. Residential density to be decreased from 155 units to 112 units (28% decrease in density).
 - 2. Revised size and unit mix to include a mix of 1 bedroom, 2 bedroom, 3 bedroom, and 4 bedroom units.
 - 10. On 4th through 8th residential floor interior corner balcony located on the north tower facing the central courtyard has been eliminated.



01 SIXTH FLOOR PLAN
SCALE: 1" = 30'-0"



02 SIXTH FLOOR PLAN
SCALE: 1" = 30'-0"

(APPROVED 2023)

(REVISED 2024)

- NOTES:
- 1. Residential density to be decreased from 155 units to 112 units (28% decrease in density).
 - 2. Revised size and unit mix to include a mix of 1 bedroom, 2 bedroom, 3 bedroom, and 4 bedroom units.
 - 10. On 4th through 8th residential floor interior corner balcony located on the north tower facing the central courtyard has been eliminated.

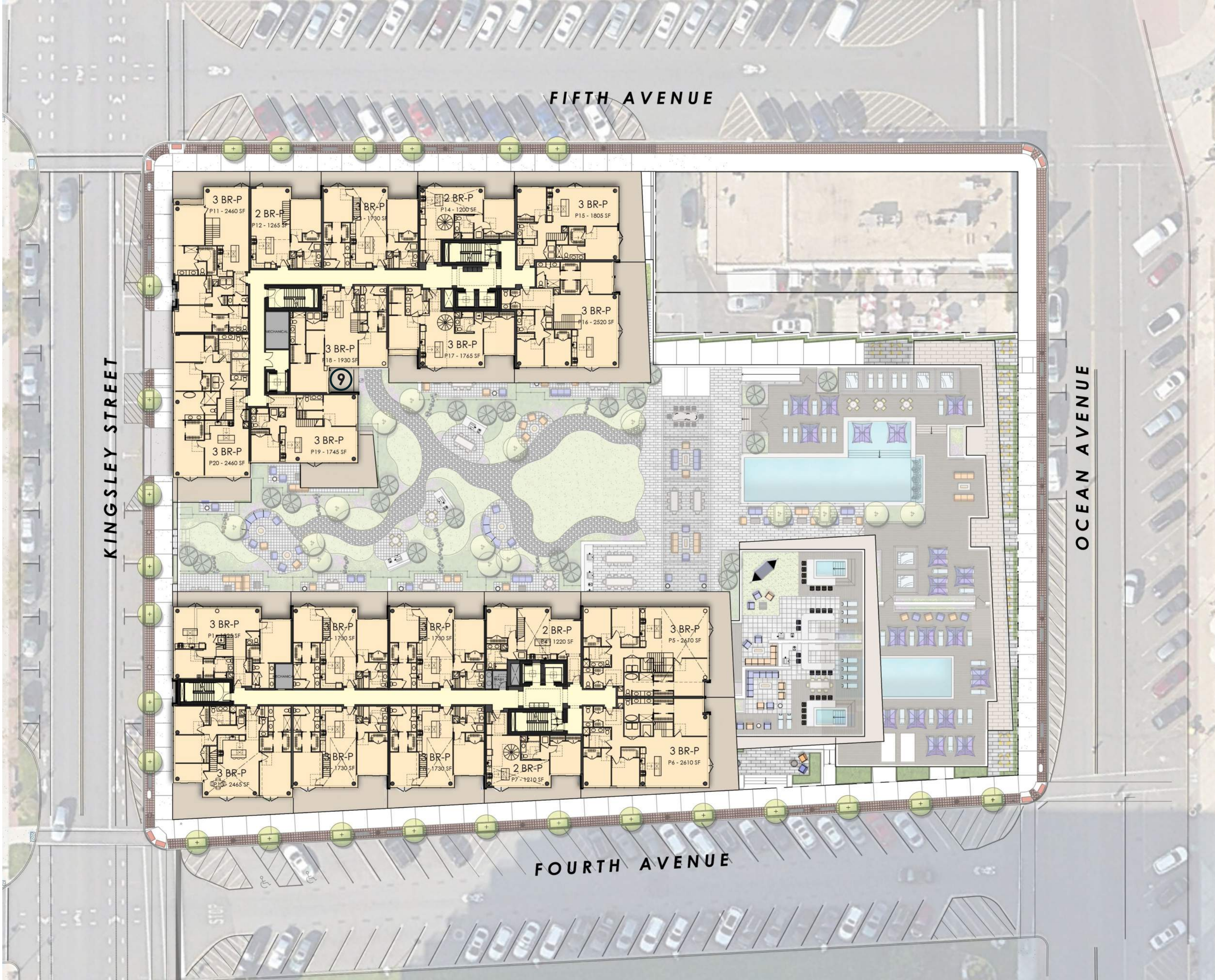


01 SEVENTH FLOOR PLAN
SCALE: 1" = 30'-0"



02 SEVENTH FLOOR PLAN
SCALE: 1" = 30'-0"

(APPROVED 2023)



01 EIGHTH FLOOR PLAN
SCALE: 1" = 30'-0"

(REVISED 2024)

- NOTES:
- 1. Residential density to be decreased from 155 units to 112 units (28% decrease in density).
 - 2. Revised size and unit mix to include a mix of 1 bedroom, 2 bedroom, 3 bedroom, and 4 bedroom units.
 - 10. On 4th through 8th residential floor interior corner balcony located on the north tower facing the central courtyard has been eliminated.



02 EIGHTH FLOOR PLAN
SCALE: 1" = 30'-0"

(APPROVED 2023)

MEZZANINE CALCULATIONS:

PENTHOUSE 1 (P-1) 8TH FLOOR SF = 1,370 SF MEZZANINE SF = 465 SF (MAX 33%) TOTAL P1 SF = 1,825 SF	PENTHOUSE 6 (P-6) 8TH FLOOR SF = 1,960 SF MEZZANINE SF = 650 SF (MAX 33%) TOTAL P1 SF = 2,610 SF	PENTHOUSE 11 (P-11) 8TH FLOOR SF = 1,845 SF MEZZANINE SF = 615 SF (MAX 33%) TOTAL P1 SF = 2,460 SF	PENTHOUSE 16 (P-16) 8TH FLOOR SF = 1,885 SF MEZZANINE SF = 635 SF (MAX 33%) TOTAL P1 SF = 2,520 SF
PENTHOUSE 2 (P-2) 8TH FLOOR SF = 1,300 SF MEZZANINE SF = 430 SF (MAX 33%) TOTAL P1 SF = 1,730 SF	PENTHOUSE 7 (P-7) 8TH FLOOR SF = 910 SF MEZZANINE SF = 300 SF (MAX 33%) TOTAL P1 SF = 1,210 SF	PENTHOUSE 12 (P-12) 8TH FLOOR SF = 950 SF MEZZANINE SF = 315 SF (MAX 33%) TOTAL P1 SF = 1,265 SF	PENTHOUSE 17 (P-17) 8TH FLOOR SF = 1,325 SF MEZZANINE SF = 440 SF (MAX 33%) TOTAL P1 SF = 1,765 SF
PENTHOUSE 3 (P-3) 8TH FLOOR SF = 1,305 SF MEZZANINE SF = 430 SF (MAX 33%) TOTAL P1 SF = 1,730 SF	PENTHOUSE 8 (P-8) 8TH FLOOR SF = 1,300 SF MEZZANINE SF = 430 SF (MAX 33%) TOTAL P1 SF = 1,730 SF	PENTHOUSE 13 (P-13) 8TH FLOOR SF = 1,300 SF MEZZANINE SF = 430 SF (MAX 33%) TOTAL P1 SF = 1,730 SF	PENTHOUSE 18 (P-18) 8TH FLOOR SF = 1,450 SF MEZZANINE SF = 480 SF (MAX 33%) TOTAL P1 SF = 1,930 SF
PENTHOUSE 4 (P-4) 8TH FLOOR SF = 915 SF MEZZANINE SF = 305 SF (MAX 33%) TOTAL P1 SF = 1,220 SF	PENTHOUSE 9 (P-9) 8TH FLOOR SF = 1,300 SF MEZZANINE SF = 430 SF (MAX 33%) TOTAL P1 SF = 1,730 SF	PENTHOUSE 14 (P-14) 8TH FLOOR SF = 910 SF MEZZANINE SF = 290 SF (MAX 33%) TOTAL P1 SF = 1,200 SF	PENTHOUSE 19 (P-19) 8TH FLOOR SF = 1,310 SF MEZZANINE SF = 435 SF (MAX 33%) TOTAL P1 SF = 1,745 SF
PENTHOUSE 5 (P-5) 8TH FLOOR SF = 1,940 SF MEZZANINE SF = 650 SF (MAX 33%) TOTAL P1 SF = 2,610 SF	PENTHOUSE 10 (P-10) 8TH FLOOR SF = 1,355 SF MEZZANINE SF = 450 SF (MAX 33%) TOTAL P1 SF = 2,465 SF	PENTHOUSE 15 (P-15) 8TH FLOOR SF = 1,355 SF MEZZANINE SF = 450 SF (MAX 33%) TOTAL P1 SF = 1,805 SF	PENTHOUSE 20 (P-20) 8TH FLOOR SF = 1,395 SF MEZZANINE SF = 615 SF (MAX 33%) TOTAL P1 SF = 2,460 SF



01 MEZZANINE FLOOR PLAN

SCALE: 1" = 30'-0"

(REVISED 2024)

MEZZANINE CALCULATIONS:

PENTHOUSE 1 (P-1) 8TH FLOOR SF = 2,837 SF MEZZANINE SF = 933 SF 32% (MAX 33%) TOTAL P1 SF = 3,770 SF	PENTHOUSE 6 (P-6) 8TH FLOOR SF = 2,795 SF MEZZANINE SF = 924 SF 30% (MAX 33%) TOTAL P6 SF = 3,619 SF	PENTHOUSE 11 (P-11) 8TH FLOOR SF = 2,269 SF MEZZANINE SF = 541 SF 24% (MAX 33%) TOTAL P11 SF = 2,810 SF
PENTHOUSE 2 (P-2) 8TH FLOOR SF = 2,338 SF MEZZANINE SF = 692 SF 30% (MAX 33%) TOTAL P2 SF = 3,030 SF	PENTHOUSE 7 (P-7) 8TH FLOOR SF = 2,851 SF MEZZANINE SF = 934 SF 33% (MAX 33%) TOTAL P7 SF = 3,785 SF	PENTHOUSE 12 (P-12) 8TH FLOOR SF = 2,134 SF MEZZANINE SF = 416 SF 20% (MAX 33%) TOTAL P12 SF = 2,550 SF
PENTHOUSE 3 (P-3) 8TH FLOOR SF = 2,264 SF MEZZANINE SF = 578 SF 26% (MAX 33%) TOTAL P3 SF = 2,844 SF	PENTHOUSE 8 (P-8) 8TH FLOOR SF = 2,903 SF MEZZANINE SF = 948 SF 33% (MAX 33%) TOTAL P8 SF = 3,871 SF	
PENTHOUSE 4 (P-4) 8TH FLOOR SF = 1,521 SF MEZZANINE SF = 477 SF 31% (MAX 33%) TOTAL P4 SF = 1,998 SF	PENTHOUSE 9 (P-9) 8TH FLOOR SF = 2,140 SF MEZZANINE SF = 420 SF 20% (MAX 33%) TOTAL P9 SF = 2,560 SF	
PENTHOUSE 5 (P-5) 8TH FLOOR SF = 2,398 SF MEZZANINE SF = 323 SF 14% (MAX 33%) TOTAL P5 SF = 2,721 SF	PENTHOUSE 10 (P-10) 8TH FLOOR SF = 1,897 SF MEZZANINE SF = 593 SF 31% (MAX 33%) TOTAL P10 SF = 2,490 SF	



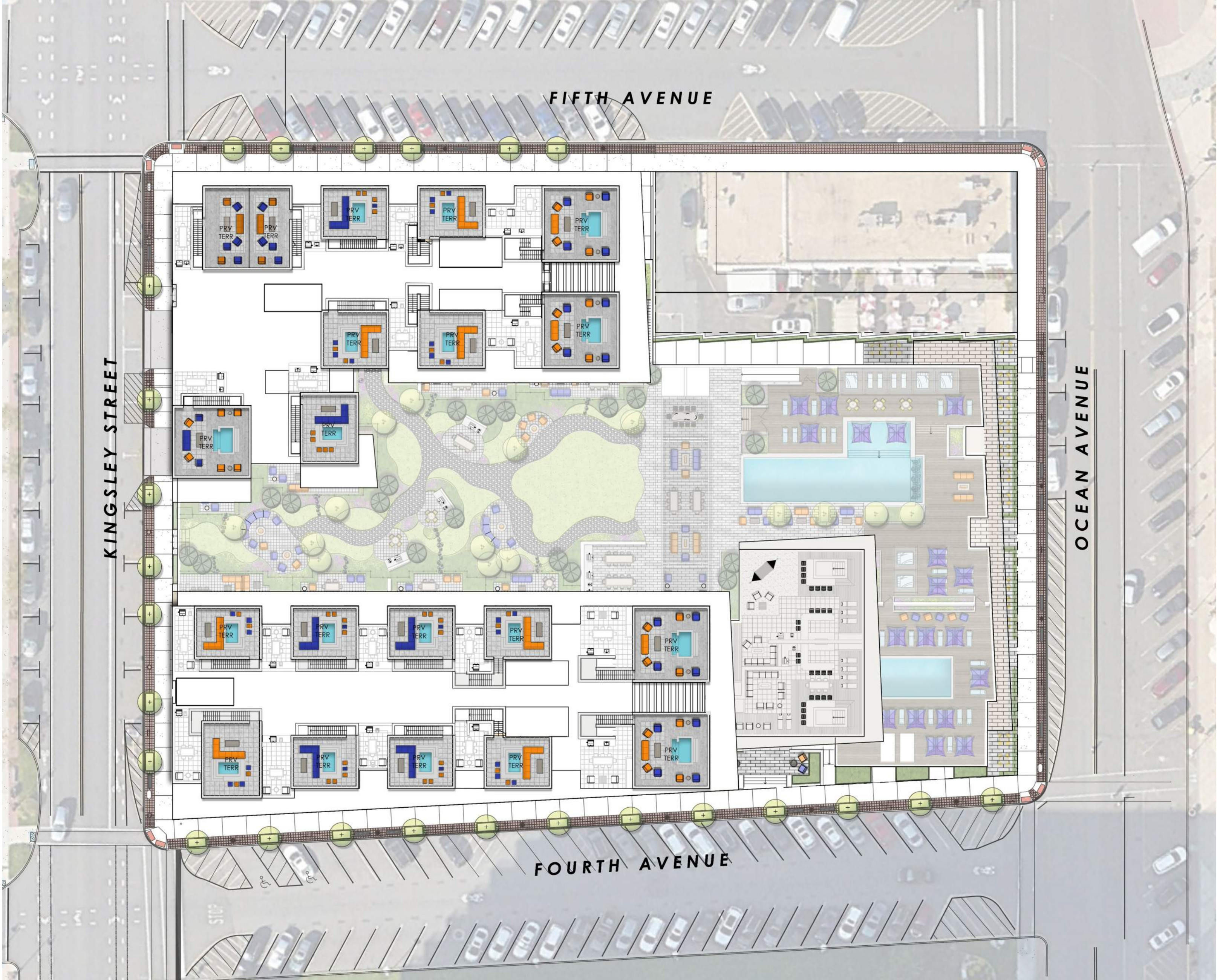
02 MEZZANINE FLOOR PLAN

SCALE: 1" = 30'-0"

NOTES:

- 12. Individual mezzanine square footages have been revised due to the revised square footage of the residential units located on the top floor of the building.
- 13. Square footages remain conforming with the zoning requirements allowing for interior mezzanine square footage to equal 1/3 of the square footage of the residential unit below.
- 14. Majority of the overall massing of the mezzanine floor has remained as originally proposed with minimal revisions to the footprints.
- 16. Breezeway connections have been added to the mezzanine units. These are at least 10' back from edge and not seen from street scape below. Overall mass in terms of undulation along facade and square footage remains the same or has been reduced.

(APPROVED 2023)



01 ROOF PLAN
SCALE: 1" = 30'-0"

(REVISED 2024)

- NOTES:
- 12. Individual mezzanine square footages have been revised due to the revised square footage of the residential units located on the top floor of the building.
 - 13. Square footages remain conforming with the zoning requirements allowing for interior mezzanine square footage to equal 1/3 of the square footage of the residential unit below.
 - 14. Majority of the overall massing of the mezzanine floor has remained as originally proposed with minimal revisions to the footprints.
 - 15. Number of rooftop terraces has also been decreased in response to the revised total number of penthouse units.



02 ROOF PLAN
SCALE: 1" = 30'-0"

(APPROVED 2023)

MEZZANINE LEVEL MASSING SF = 17,802 SF



01 ROOF PLAN
SCALE: 1" = 30'-0"

(REVISED 2024)

NOTES:
• Overall mass in terms of undulation along facade and square footage remains the same or has been reduced.

MEZZANINE LEVEL MASSING SF = 16,754 SF

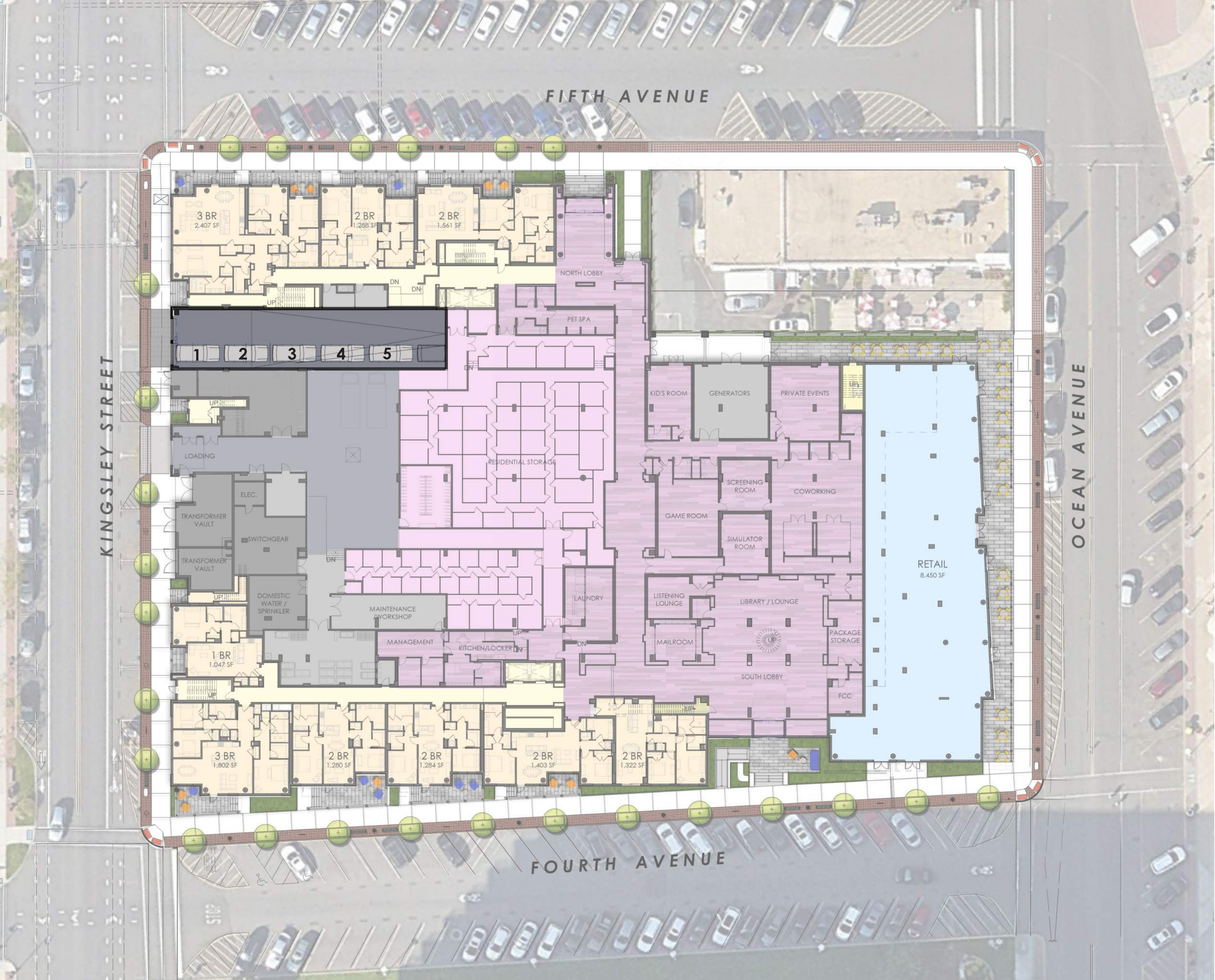


02 ROOF PLAN
SCALE: 1" = 30'-0"

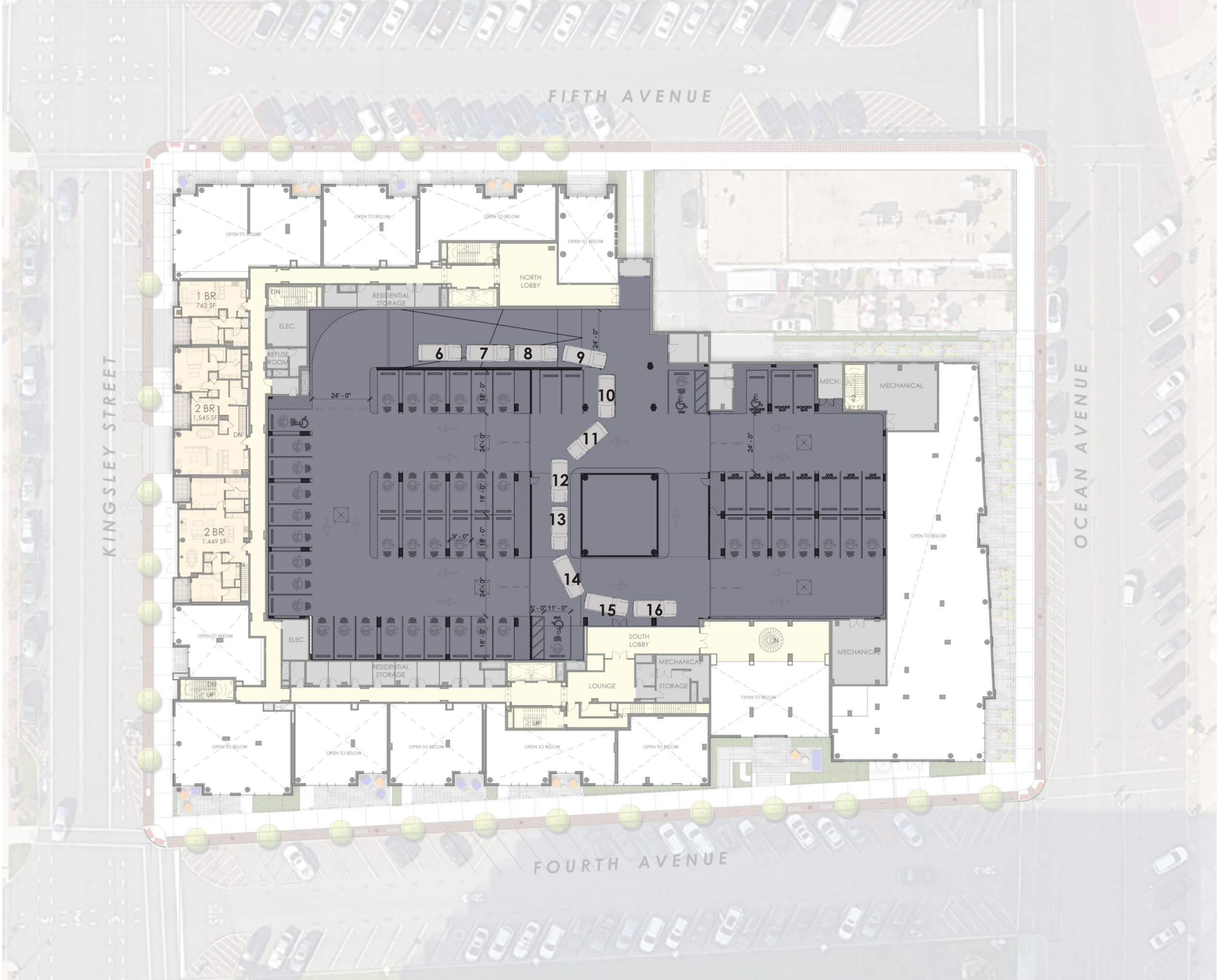
CAR QUEUING DIAGRAM

- NOTES:
- Plan provides for 16 que'd cars into the second level motor court area. This should be more than enough to accommodate visitors, Uber, Lyft, or other car share services that will utilize this area.

QUEUING TOTAL: 16 VEHICLES



01 GROUND FLOOR PLAN
SCALE: 1" = 30'-0"



02 FIRST FLOOR/PL1 PLAN
SCALE: 1" = 30'-0"

(APPROVED 2023)



02 FIFTH AVENUE (NORTH) BUILDING ELEVATION
NTS

(REVISED 2024)



01 FIFTH AVENUE (NORTH) BUILDING ELEVATION
NTS

- NOTES:
- 6. North Lobby entry was revised with minimal changes to exterior facade.
 - 7. Small addition (approximately 400SF) has been added to the footprint of the building in the north central location adjacent to the Wonder Bar to allow for improved internal
 - 18. Mechanical and Ventilation louvers were added to facade based on mechanical requirements. Facade was refined to add additional dark panels that hide louvers.
 - 19. Floor to floor heights have been adjusted based on further coordination with structural and mechanical engineer. Overall height has remained the same as originally proposed, 130'-0" plus parapet.

(APPROVED 2023)



02 FOURTH AVENUE (SOUTH) BUILDING ELEVATION
NTS

(REVISED 2024)



01 FOURTH AVENUE (SOUTH) BUILDING ELEVATION
NTS

- NOTES:
- 19. Floor to floor heights have been adjusted based on further coordination with structural and mechanical engineer. Overall height has remained the same as originally proposed, 130'-0" plus parapet.

(APPROVED 2023)



02 OCEAN AVENUE (EAST) BUILDING ELEVATION
NTS

(REVISED 2024)



01 OCEAN AVENUE (EAST) BUILDING ELEVATION
NTS

- NOTES:
- 19. Floor to floor heights have been adjusted based on further coordination with structural and mechanical engineer. Overall height has remained the same as originally proposed, 130'-0" plus parapet.
 - 20. With the relocation of the Beach Alley entry there have been no revisions to the design intent of the retail store front in the original location of the Beach Alley.

(APPROVED 2023)



01 KINGSLEY STREET (WEST) BUILDING ELEVATION
NTS

(REVISED 2024)



02 KINGSLEY STREET (WEST) BUILDING ELEVATION
NTS

- NOTES:
- 3. With unit reduction and to continuation of activated street scape, number of stoop access units along Kingsley Street reduced from five stoops to two stoops.
 - 5. Per JCP&L, internal transformers have been relocated from the side of the building facing Wonder Bar to the Kingsley Street frontage.
 - 19. Floor to floor heights have been adjusted based on further coordination with structural and mechanical engineer. Overall height has remained the same as originally proposed, 130'-0" plus parapet.



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

Executive Session - 4:00 p.m.

2024-148 Resolution Authorizing a meeting which excludes the public

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

Workshop Session - 6:00 p.m.

Call to Order/Roll Call

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

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:

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

Matters from City Council

Mayor Moor and Deputy Mayor Quinn presented checks on behalf of Joey Pollatto and the Asbury Park Fishing Club to the following: Asbury Park Little League, Asbury Park Boys & Girls Club, Big Brothers Big Sisters of Monmouth County, Fulfill Food Bank, Asbury Park Boardwalk Cat Rescue, Asbury Park Recreation, and Community Karma.

Council member Ahbez-Anderson had no matters at this time.

Council member Chapman stated, on March 21st from 10:00 AM to 11:00 AM we are hosting a Coffee with a Councilperson and this one will be at the Social Services Office at 801 Springwood Avenue at the transportation center. I just want to remind everybody else too there's a Deal Lake Cleanup this Saturday at 9:00 AM at the boat ramp at Waterworks Park, 7th and Main Street. Hope to see you there.

Council member had no matters at this time.

Deputy Mayor Quinn had no matters at this time.

Mayor Moor had no matters at this time.

Matters from City Manager

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

Matters from City Attorney

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

PUBLIC PARTICIPATION

A motion was made by Council member Ahbez-Anderson and seconded by Council member Chapman to open the meeting to the public. All were in favor. The following members of the public spoke: Michael Sodano made a comment about 1201 Memorial Drive Redevelopment Plan; Matt Daniels, Andrea, Allie, Josh, Grupa Desputa, Doris Flynn, Sarah Green, Emily, Ash, Jaqueline Laird, Alexandra, Aaron, Michael Green, Dan Rosett, Mark, Ashley Gepetti, Danielle Ocholla, Lauren Microft, Juno Schneider, Lisa Karasik, Leland Camberland, Gabriela Green, Tom Duggan, Jess McCarthy, Rabbi Abel Shapiro, Sha Chu, Lee Dim, Cali Gabriotti, Erin Williams, Luna Villegas, Allie Wilson, Matthew Sigman, Hannah, and Trixie all made comments about Gaza and Palestine; Gloria Paretti made a comment about property taxes; Felicia Simmons made a comment about the West Side Community Center; Gabriella Cuccinotta made a comment regarding the Waterfront Redevelopment Area and property taxes; Grace Rotundo made a comment about Gaza and Palestine, AirBnb, Short Term rentals, and police vehicles; Rita Marano made a comment about Carol Torre; and Regine Flimlin made a comment about showers on the beach and tax increases, M made a comment about property taxes.

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

MINUTES

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

1. Municipal Council- Executive Meeting February 28, 2024 5:00 PM
2. Municipal Council - Regular Meeting - Feb 28, 2024 6:00 PM **Accepted**
3. Municipal Council- Executive Meeting March 5, 2024 12:00 PM
4. Municipal Council - Special Meeting - Mar 5, 2024 12:00 PM **Accepted**

CONSENT AGENDA RESOLUTIONS

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

- 2024-149 Resolution Approving Special Event Applications
- 2024-150 Resolution Authorizing the Transfer of Appropriation Reserves in the Fiscal Year 2023 Budget
- 2024-151 Resolution Amending Temporary Budget Appropriations for 2024 Budget
- 2024-157 Resolution Authorizing Appointments to Code Enforcement/Quality of Life Committee
- 2024-158 Resolution Authorizing an Appointment to the Housing Authority

INDIVIDUAL RESOLUTIONS

- 2024-152 Resolution Approving Payment of Bills

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

- 2024-153 Resolution Authorizing the Inspection of an Influent Pump at the Wastewater Treatment Plant

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

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

2024-154 Resolution Authorizing the Annual Renewal of Vector Scheduling Software for the Fire Department.

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

2024-155 Resolution of The City Of Asbury Park Releasing The Performance Bond For 545 Lake Avenue (Block 3105 Lot 4.01)

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

2024-156 Resolution of Support of a Grant Award Extension from the New Jersey Department of Transportation for the Asbury Avenue Bikeways Project

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

2024-159 Resolution Authorizing the Purchase of Two New Kubotas with Hopper for the Beach Department

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

2024-160 Resolution Authorizing Payment to Air System Maintenance for Additional Work Needed to the Chilled Water Pumps at the Municipal Building

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

2024-161 Resolution Authorizing an Annual HVAC Preventative Maintenance Agreement with Air System Maintenance

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

ORDINANCES

Introduction

2024-5 2024 Cap Rate Ordinance

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 4/10/2024 6:00 PM
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2024-6 Ordinance Of The City Of Asbury Park Amending And Supplementing Chapter XXX, Entitled “Land Development Regulations,” Of The “Code Of The City Of Asbury Park,” As Well As The Redevelopment Plans For The Scattered Site, S.T.A.R.S. And Washington Avenue Redevelopment Areas, Regarding Accessory Dwelling Units.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 3/27/2024 6:00 PM
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2024-7 Ordinance Of The City Of Asbury Park Amending And Supplementing Chapter XIII, Entitled “Property Improvement And Neighborhood Preservation - Property Maintenance Code,” Of The “Code Of The City Of Asbury Park,” In Order To Establish A New Section Thereof, Entitled “Accessory Dwelling Units (ADUs)”.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 3/27/2024 6:00 PM
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

Second Reading/Public Hearing

2024-4 Ordinance Of The City Of Asbury Park Amending And Supplementing Article 13-1300, Entitled “Short-Term Rentals,” Of Part 2, “Rental Property,” Of Chapter 13, “Property Improvement And Neighborhood Preservation - Property Maintenance Code,” Of “The Code Of The City Of Asbury Park”

A motion to open 2024-4 to the public was made by Council member Ahbez-Anderson and seconded by Council member Chapman. All were favor. The following members of the public spoke: Felicia Simmons.

A motion to close 2024-4 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:	Yvonne Clayton, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

ADJOURNMENT

The meeting was adjourned at

A motion to close the meeting was made by Council member Ahbez-Anderson and seconded Council member Chapman. Meeting adjourned at 8:41 PM.

Respectfully submitted by:

Lisa Esposito, City Clerk

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



RESOLUTION NO. 2024-163

**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 27, 2024 the following Special Events Applications were presented for approval by the Director of Recreation:

1. 18th Annual Family Surf Day at the Beach
2. NJ Haiti Flag Day
3. Drag Day of Visibility Walk
4. Cathedral Loves Asbury Park Annual Ocean Baptism
5. Sexual Violence Awareness month
6. Cazzeek Easter Picnic & Egg Hunt
7. Community Easter Egg Hunt
8. Sunset Lake Cleanup
9. Good Friday Procession

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, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-163 which was finally adopted by the City Council at a meeting held on the 27th day of March, 2024

CERTIFIED BY ME THIS 28th DAY OF March, 2024.

LISA ESPOSITO

CITY CLERK



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.Lloyd@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: SUN 5/12/24 SUN 5/11/24/24 Rain Date: _____
 Time of Event: 9 to 1 Setup time: 7:30 Break-down time: 1:00
 Name of Event: Asbury Fresh
 Location of Event: PRESS PLAZA

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: FAIRBANKS Market

*Wedding applicants only need to complete page 6.

Attachment: Asbury Fresh app 2024 2 (2024-163 : Special Event Applications)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, March 27, 2024
RESOLUTION SUMMARY

2024-164

Increase to temporary budget prior to budget adoption.

	From	To
Social Services Bldg. Replacement Grant	\$0.00	\$500,000.00



RESOLUTION NO. 2024-164

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

RESOLUTION AMENDING TEMPORARY BUDGET APPROPRIATIONS FOR 2024 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 2024 budget.

Increase to temporary budget prior to budget adoption.

	From	To
Social Services Bldg. Replacement Grant	\$0.00	\$500,000.00

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 2024 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, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-164 which was finally adopted by the City Council at a meeting held on the 27th day of March, 2024

CERTIFIED BY ME THIS 28th DAY OF March, 2024.

LISA ESPOSITO
CITY CLERK

JoAnn Boos

From: sageadmin@dca.state.nj.us
Sent: Friday, February 9, 2024 9:20 AM
To: susan.christiansen@dca.nj.gov; Donna.Betsch@dca.nj.gov; Alessandra.case@dca.nj.gov; Stacey.Taylor-Burnell@dca.nj.gov; Emma.Salay@dca.nj.gov; Alessandra.case@dca.nj.gov; Stacey.Taylor-Burnell@dca.nj.gov; susan.christiansen@dca.nj.gov; susan.christiansen@dca.nj.gov; Alessandra.case@dca.nj.gov; Stacey.Taylor-Burnell@dca.nj.gov; JoAnn Boos; John Moor
Subject: [EXTERNAL] Grant Contract for Grant #2024-09139-0049-00 has been executed.

The Grant Agreement has been executed via SAGE: Grantee: Asbury Park City Grant Agreement #: 2024-09139-0049-00
Grant Program: Social Services Building Replacement 2024 Award Amount: \$500,000.00

Attachment: State Grant \$500,000 (2024-164 : Temp. Budget Amendment 4)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, March 27, 2024
RESOLUTION SUMMARY

2024-165

Dedication by Rider for Urban Enterprise Zone Funds Trust Fund



RESOLUTION NO. 2024-165

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

RESOLUTION REQUESTING PERMISSION FOR THE DEDICATION BY RIDER FOR URBAN ENTERPRISE ZONE FUNDS REQUIRED BY N.J.S.A. 52:27H-88.A(2)

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

WHEREAS, N.J.S.A. 52:27H-88.s(2) provides for the receipt of Urban Enterprise Zone Funds by the municipality to provide for the operating costs to administer this act; and,

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

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

1. The Governing Body does hereby request permission of the Director of the Division of Local Government Services to pay expenditures for the Urban Enterprise Zone Funds under N.J.S.A 52:27H-88.s(2).
2. The Clerk of City of Asbury Park, County of Monmouth, State of New Jersey is hereby directed to forward two certified copies of this Resolution to the Director of the Division of Local Government Services.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-165 which was finally adopted by the City Council at a meeting held on the 27th day of March, 2024

CERTIFIED BY ME THIS 28th DAY OF March, 2024.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, March 27, 2024
RESOLUTION SUMMARY

2024-166

Discharge of Mortgage for Jean Delva for Property located at 38 Dewitt Avenue: \$5,000



RESOLUTION NO. 2024-166

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

RESOLUTION AUTHORIZING THE MAYOR & CITY COUNCIL TO EXECUTE A DISCHARGE OF MORTGAGE FOR JEAN DELVA FOR PROPERTY LOCATED AT 38 DEWITT AVENUE, ASBURY PARK

WHEREAS, the City of Asbury Park, through its Homebuyer's Assistance Program, executed a mortgage in the total amount of \$5,000 for a down-payment for the property located at 38 DeWitt Avenue, Asbury Park, Block 903, Lot 33.02 which was recorded at the Office of Monmouth County Clerk, Book OR-9183, Page 7816; and

WHEREAS, the City agreed to grant the borrower an interest free deferred payment loan in the amount of \$5,000 on September 14, 2015 for a period of five years; and

WHEREAS, Jean Delva has satisfied the requirements of said loan and is requesting a Discharge of Mortgage for 38 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 38 DeWitt Avenue, Asbury Park.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-166 which was finally adopted by the City Council at a meeting held on the 27th day of March, 2024

CERTIFIED BY ME THIS 28th DAY OF March, 2024.

LISA ESPOSITO
CITY CLERK

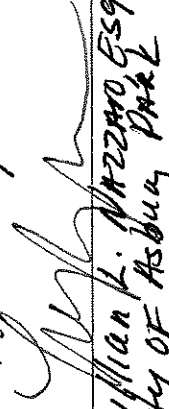
Discharge of Mortgage

A certain Mortgage dated September 14, 2015 was made by City of Asbury Park
1 Municipal Plaza, Asbury Park, New Jersey
to Jean Delva, 38 Dewitt Avenue, Asbury Park, New Jersey

This Mortgage was made to secure payment of \$ 5,000 and interest. It was recorded or registered in the office of the county recording officer of Monmouth County, State of New Jersey, on September 4, 2016 in Mortgage Book 9183 on Page 7816.

1. This Mortgage has been PAID IN FULL or otherwise SATISFIED and DISCHARGED. It may now be discharged of record. This means that this Mortgage is now canceled and void.
2. I sign and CERTIFY to this Discharge of Mortgage on March 15, 2024.

Witnessed or Attested by:

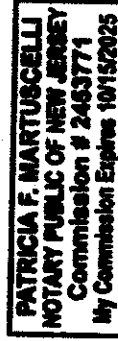

Lillian L. D'Amico Esq. City Manager
City of Asbury Park (Seal)


Lisa Espasito, City Clerk (Seal)

STATE OF NEW JERSEY, COUNTY OF Monmouth SS:
I CERTIFY that on March 15, 2024 Lillian L. D'Amico, Esq.

personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) executed this instrument as his or her own act.



Patricia F. Martuscelli

Print name and title below signature

STATE OF NEW JERSEY, COUNTY OF Monmouth SS:
I CERTIFY that on March 15, 2024 Lillian L. D'Amico, Esq.

personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized to and did execute this instrument as City Manager the entity named in this instrument; and,
- (c) executed this instrument as the act of the entity named in this instrument.

RECORD AND RETURN TO:
The City of Asbury Park
1 Municipal Plaza
Asbury Park NJ 07012
Attn: Community Development


Lillian L. D'Amico, Esq. City Manager

Print name and title below signature

(For Recorder's Use Only)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, March 27, 2024
RESOLUTION SUMMARY

2024-167

Discharge of Mortgage for Claudette Spicer Everette for Property located at 828 Dunlewy Street:
\$28,900.



RESOLUTION NO. 2024-167

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

RESOLUTION AUTHORIZING THE MAYOR & CITY COUNCIL TO EXECUTE A DISCHARGE OF MORTGAGE FOR CLAUDETTE SPICER EVERETTE FOR PROPERTY LOCATED AT 828 DUNLEWY STREET, ASBURY PARK

WHEREAS, the City of Asbury Park, through its Regional Contribution Agreement (RCA) Program, executed a mortgage to Claudette Spicer Everett in the total amount of \$28,900 for repairs to 828 Dunlewy Street, Asbury Park, Block 1801 Lot 13, which was recorded at the Office of Monmouth County Clerk, Book OR-9300, Page 5649; and

WHEREAS, the City agreed to grant the borrower an interest free deferred payment loan in the amount of \$28,900 on April 19th 2018 for a period of ten years; and

WHEREAS, Claudette Spicer Everett has satisfied the requirements of said loan, with repayment in the amount of \$28,900, and is requesting a Discharge of Mortgage for 828 Dunlewy Street; 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 828 Dunlewy Street, Asbury Park.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-167 which was finally adopted by the City Council at a meeting held on the 27th day of March, 2024

CERTIFIED BY ME THIS 28th DAY OF March, 2024.

LISA ESPOSITO
CITY CLERK

Discharge of Mortgage

A certain Mortgage dated April 19, 2018, was made by City of Asbury Park
1 Municipal Plaza, Asbury Park, New Jersey
to Claudette Spicer Everett, 828 Duaneys Street, Asbury Park,
New Jersey

This Mortgage was made to secure payment of \$ 28,900 and interest. It was recorded or registered in the office of the county recording officer of Monmouth County, State of New Jersey, on July 16, 2018, in Mortgage Book 08-9300 on Page 5649.

1. This Mortgage has been PAID IN FULL or otherwise SATISFIED and DISCHARGED. It may now be discharged of record. This means that this Mortgage is now canceled and void.
2. I sign and CERTIFY to this Discharge of Mortgage on March 15, 2024.

Witnessed or Attested by:

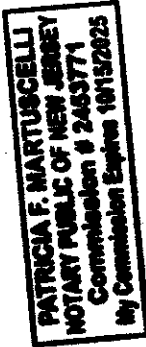
 (Seal)
Lillian L. Wazzaro, Esq., City Manager
City of Asbury Park

 (Seal)
Lisa Esposto, City Clerk

STATE OF NEW JERSEY, COUNTY OF Monmouth SS:
I CERTIFY that on March 15, 2024

personally came before me and stated to my satisfaction that this person (or if more than one, each person):
(a) was the maker of the attached instrument;
(b) executed this instrument as his or her own act.

Patricia F. Martuscelli



Print name and title below signature

STATE OF NEW JERSEY, COUNTY OF Monmouth SS:
I CERTIFY that on March 15, 2024

personally came before me and stated to my satisfaction that this person (or if more than one, each person):
(a) was the maker of the attached instrument;

- (b) was authorized to and did execute this instrument as
City of Asbury Park the entity named in this instrument; and,
(c) executed this instrument as the act of the entity named in this instrument.

RECORD AND RETURN TO:

The City of Asbury Park
1 Municipal Plaza
Asbury Park NJ 07712
Attn: Community Development


Lillian L. Wazzaro, Esq., City Manager

Print name and title below signature

(For Recorder's Use Only)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, March 27, 2024
RESOLUTION SUMMARY

2024-168

FY 2024 American Rescue Firefighter Grant: Awarded \$72,000.00



RESOLUTION NO. 2024-168

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

RESOLUTION TO ACCEPT THE AMERICAN RESCUE PLAN FIREFIGHTER GRANT (ARPPFG) FY 2024

WHEREAS, The New Jersey Department of Community Affairs' (DCA) Division of Local Government Services (DLGS) is administering the FY2024 American Rescue Plan Firefighter Grant Program, which will help local and regional fire departments in New Jersey provide first responders with proper protective and cleaning equipment. Ensuring that firefighters are properly protected against the strain of emergency fire requests as well as having proper virus protection is vital in today's world.

WHEREAS, the Asbury Park Fire Department applied for a grant from the New Jersey Department of Community Affairs for approximately \$75,000.00.

WHEREAS, Governor Phil Murphy, on March 5, 2024 announced the award of \$20 million in American Rescue Plan Firefighter Grants to local and regional fire departments across New Jersey to ensure firefighters have proper protective, cleaning, and sanitization equipment. The Department of Community Affairs (DCA) awarded the grants to 353 fire departments after a competitive application process.

WHEREAS, the City of Asbury Park was awarded \$72,000.00 from the American Rescue Plan Firefighter Grant Program (ARPPFG) FY 2024.

THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park that, the City of Asbury Park Fire Department is hereby authorize the acceptance of the grant, and; recognizes and accepts that the Department may offer a lesser or greater amount and therefore, upon receipt of the grant agreement from the New Jersey Department of Community Affairs, does further authorize the execution of any such grant agreement; and also, upon receipt of the fully executed agreement from the Department, does further authorize the expenditure of funds pursuant to the terms of the agreement between the Asbury Park Fire Department and the New Jersey Department of Community Affairs.

BE IT FURTHER RESOLVED, that the Fire Chief of the City of Asbury Park, is

authorized to sign the application, and any other documents necessary in connection therewith.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-168 which was finally adopted by the City Council at a meeting held on the 27th day of March, 2024

CERTIFIED BY ME THIS 28th DAY OF March, 2024.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, March 27, 2024
RESOLUTION SUMMARY

2024-169

Appointments to the Recreation Committee: Steven Wright



RESOLUTION NO. 2024-169

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

RESOLUTION AUTHORIZING APPOINTMENTS TO THE RECREATION COMMITTEE

WHEREAS, the Mayor and City Council of the City of Asbury Park (the “City”) believe that it is in the best interests of the residents of the City to formally create a “Recreation Advisory Committee,” (also referenced herein as the “Committee”) for the purpose(s) set forth below; and

WHEREAS, the purpose(s) of the Committee shall be to provide consultative and advisory assistance to the Mayor and Council, regarding recreation issues for the youth of the City, as well as all residents of the community; and

WHEREAS, it is intended that the Committee shall be advisory in nature, and that the Committee shall report its findings and recommendations to the Mayor and Council for further action, as the Governing Body deems appropriate; and

WHEREAS, the Committee shall keep the Mayor and Council informed of its work and shall report to the City Council at the Council’s request; and

WHEREAS, the Committee shall be composed of members who shall be appointed by the Mayor and Council and who shall serve, without compensation, at the pleasure of the Mayor and Council; and

WHEREAS, the terms of the Committee members shall begin January 15, 2024 and shall expire January 15, 2025, or as of the date of the 2025 Council Reorganization Meeting, whichever is later; and

WHEREAS, the Committee shall appoint a Chair, and shall meet in accordance with a schedule as the Committee deems appropriate; and

WHEREAS, the Committee members will be indemnified for actions that are performed in the good faith performance of their duties in accordance with the provisions contained in Section 2-64 of the City Code, as well as applicable law; and

WHEREAS, the Mayor and Council now wish to appoint certain individuals to serve on

the Committee.

NOW, THEREFORE, BE AND IT IS HEREBY 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. A “Recreation Advisory Committee” (the “Committee”) is hereby established in and for the City, in accordance with the terms and conditions referenced above.
2. The following individuals are hereby appointed to serve on the Committee:

Appointee

Steven Wright

3. A certified copy of this Resolution shall be provided to Lillian Nazzaro, City Manager.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-169 which was finally adopted by the City Council at a meeting held on the 27th day of March, 2024

CERTIFIED BY ME THIS 28th DAY OF March, 2024.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, March 27, 2024
RESOLUTION SUMMARY

2024-170

Resolution authorizing the payment of bills in the amount of \$10,132,511.23



RESOLUTION NO. 2024-170

**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 \$10,132,511.23

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	\$ 8,307,557.23
BOARD OF EDUCATION	<u>1,824,954.00</u>
 TOTAL VOUCHERS	 \$ <u>10,132,511.23</u>

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-170 which was finally adopted by the City Council at a meeting held on the 27th day of March, 2024

CERTIFIED BY ME THIS 28th DAY OF March, 2024.

LISA ESPOSITO
CITY CLERK

March 19, 2024
11:46 AM

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: N
Format: Condensed Held: N Aprv: N Rcvd: N
Range: 3-First to 4-ZZ-ZZ-ZZZ-ZZZ-ZZZ Bid: Y State: Y Other: Y Exempt: N
Rcvd Batch Id Range: First to Last Encumbrance Date Range: First to 12/31/24 Include Non-Budgeted: N
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: ADMINISTRATION						
Extd: ADMINISTRATION						
3-01-20-100-000-209	ADMINISTRATION Professional Services					
SUREN005 SURENIAN, EDWARDS, BUZAK &	24-00498 November 2023 Aff. Hsg. Fees			1,466.50	0.00	
	Extd Total: ADMINISTRATION			1,466.50		
	Department Total: ADMINISTRATION			1,466.50		
Department: FINANCE						
Extd: FINANCIAL ADMINISTRATION						
3-01-20-130-000-223	FINANCE Condo Reimbursements					
HOLLY005 HOLLY HOUSE PRESERVATION LP	24-00731 4th Q 2023 Trash Reimbursement			2,018.82	0.00	
	Extd Total: FINANCIAL ADMINISTRATION			2,018.82		
	Department Total: FINANCE			2,018.82		
Department: LEGAL SERVICES						
Extd: LEGAL SERVICES						
3-01-20-155-000-209	LEGAL SERVICES Fees					
GENBUR GENOVA BURNS LLC	24-00784 Invoice 505427 IFPTE Union			17,392.42	0.00	
	Extd Total: LEGAL SERVICES			17,392.42		
	Department Total: LEGAL SERVICES			17,392.42		
	CAFR Total:			20,877.74		
Department: POLICE						
Extd: POLICE DEPARTMENT						
3-01-25-240-000-204	POLICE Towing					
TAYTOW TAYLOR'S TOWING	24-00698 INV #179208 12/27/23 TOW			155.00	0.00	
3-01-25-240-000-276	POLICE: PAL Expenses					
DEPEN005 DEPENDABILITEES	23-03688 sister circle uniforms PAL			750.00	0.00	
DEPEN005 DEPENDABILITEES	23-03715 PAL bowling shirts and staff			435.00	0.00	
DEPEN005 DEPENDABILITEES	23-03725 BASKETBALL UNIFORMS			1,972.50	0.00	
				3,157.50		
	Extd Total: POLICE DEPARTMENT			3,312.50		
	Department Total: POLICE			3,312.50		

Attachment: BILL LIST 3-27-24 (2024-170 : Authorizing the Payment of Bills)

March 19, 2024
11:46 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
Page No. 2

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: FIRE DEPT. Extd: FIRE DEPARTMENT						
3-01-25-265-000-203	FIRE DEPT. Motor Vehicle					
FISONS	FIS on Site Service LLC	23-03454	EST:E1212-8390 Repairs	2,511.68	0.00	
3-01-25-265-000-206	FIRE DEPT. Purchase of Equipment					
MOTOR005	MOTOROLA SOLUTIONS, INC C/O	23-03347	Quote:M23433-Radio Batteries	1,338.00	0.00	
3-01-25-265-000-214	FIRE DEPT. Building Maintenance					
FOWEQU	FOWLER EQUIPMENT CO., INC.	23-03508	Q#272747 DRYER FILTERS SERVICE	295.00	0.00	
	Extd Total: FIRE DEPARTMENT			4,144.68		
	Department Total: FIRE DEPT.			4,144.68		
	CAFR Total:			7,457.18		
Department: STREETS & ROAD Extd: STREETS & ROADS MAINTENANCE						
3-01-26-290-000-208	STREETS & ROAD Concrete					
SUFFREDI	SUFFOLK REDI-MIX	23-03743	Lake Ave Sidewalk Concrete	813.50	0.00	B
3-01-26-290-000-218	STREETS & ROAD Contract.Serv.					
CONTR005	CONTROLLED GROWTH, LLC	24-00809	SERVICES RENDERED NOV & DEC	2,370.00	0.00	
	Extd Total: STREETS & ROADS MAINTENANCE			3,183.50		
	Department Total: STREETS & ROAD			3,183.50		
Department: BUILDING & GND Extd: BUILDINGS & GROUNDS						
3-01-26-310-000-218	BUILDING & GND Contract.Serv.					
ATRAJ005	ATRA JANITORIAL SUPPLY CO. INC	24-00682	INVOICE #105145 12/15/23 MOPS	75.00	0.00	
	Extd Total: BUILDINGS & GROUNDS			75.00		
	Department Total: BUILDING & GND			75.00		
	CAFR Total:			3,258.50		
	Fund Total: CURRENT			31,593.42		
	Year Total:			31,593.42		
Fund: CURRENT Department: ADMINISTRATION Extd: ADMINISTRATION						
4-01-20-100-000-207	ADMINISTRATION Contractual					
DURAN005	DURANGO INCORPORATED	24-00789	Settlement	3,500.00	0.00	
4-01-20-100-000-209	ADMINISTRATION Professional Services					
KYLEM005	KYLE MCMANUS ASSOCIATES LLC	24-00605	Invoice 5260 Council General	4,226.25	0.00	
KYLEM005	KYLE MCMANUS ASSOCIATES LLC	24-00663	Invoice 5374 EALC Murnick	680.00	0.00	
CGPHL005	CGP&H, LLC	24-00745	INVOICE #49746 JANUARY 2024	192.00	0.00	

Attachment: BILL LIST 3-27-24 (2024-170 : Authorizing the Payment of Bills)

March 19, 2024
11:46 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Pg. 3.D.1.a

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-01-20-100-000-209 LADDY005 LADDEY, CLARK & RYAN, LLP	ADMINISTRATION Professional Services Continued 24-00781 Invoice 74992 February Fees			3,300.00 8,398.25	0.00	
	Extd Total: ADMINISTRATION			11,898.25		
	Department Total: ADMINISTRATION			11,898.25		
Department: CENTRAL FUNCTIONS Extd: CENTRAL FUNCTIONS						
4-01-20-115-000-299 POST POSTMASTER	CENTRAL FUNCTIONS Misc. 24-00679 Postage Spr Nwsltr PERMIT 395			1,800.00	0.00	
	Extd Total: CENTRAL FUNCTIONS			1,800.00		
	Department Total: CENTRAL FUNCTIONS			1,800.00		
Department: MUNIC CLERK Extd: MUNICIPAL CLERK						
4-01-20-120-000-217 GANNE005 GANNETT NEW YORK/NEW JERSEY THECOA THE NEW COASTER, LLC	MUNICIPAL CLERK Ads&Promotion 24-00748 #99055414 2024-04 ord intro 24-00779 INV #61227 ORD 2024-3 3/7/24			59.64 26.16 85.80	0.00 0.00	
4-01-20-120-000-238 PARKE005 PARKER MCCAY, PA	MUNICIPAL CLERK Contractual 24-00691 INV #3177190 & 3177191 FEB '24			4,094.40	0.00	
	Extd Total: MUNICIPAL CLERK			4,180.20		
	Department Total: MUNIC CLERK			4,180.20		
Department: FINANCE Extd: FINANCIAL ADMINISTRATION						
4-01-20-130-000-202 WBMASON W.B.MASON CO., INC.	FINANCE Office Supplies 24-00641 Finance Supplies			38.31	0.00	
4-01-20-130-000-204 MOODINV Moody's Investors Service ACAFGI ACACIA FINANCIAL GROUP, INC.	FINANCE Outside Services 24-00573 Invoice P0455701 Bond Rating 24-00764 Invoice 2024-01 Fas Fees Feb.			6,750.00 138.75 6,888.75	0.00 0.00	
4-01-20-130-000-205 GANNE005 GANNETT NEW YORK/NEW JERSEY GANNE005 GANNETT NEW YORK/NEW JERSEY GANNE005 GANNETT NEW YORK/NEW JERSEY GANNE005 GANNETT NEW YORK/NEW JERSEY	FINANCE Ads 24-00650 RFP PEDAL BOAT CONCESSION 24-00705 ADDENDA #1 RFP PEDAL BOATS 24-00706 RFP UMBRELLA &CHAIR CONCESSION 24-00735 RFP SURF LESSONS CONCESSION			172.28 49.52 174.04 137.28 533.12	0.00 0.00 0.00 0.00	
4-01-20-130-000-223 THEMO005 THE MONROE CONDOMINIUM	FINANCE Condo Reimbursements 24-00757 1st Q 2024 Trash Reimburse.			1,393.80	0.00	

Attachment: BILL LIST 3-27-24 (2024-170 : Authorizing the Payment of Bills)

March 19, 2024
11:46 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
Page 60 of 111

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-01-20-130-000-248 CITY	FINANCE Petty Cash CITY OF ASBURY PARK	24-00675	Petty Cash Replenishment	212.77	0.00	
	Extd Total: FINANCIAL ADMINISTRATION			9,066.75		
	Department Total: FINANCE			9,066.75		
Department: COMPUTER MIS Extd: COMPUTERIZED DATA PROCESSING						
4-01-20-140-000-222 MULSYS	COMPUTER DATA PROC Software Lic. MULTIFORCE SYSTEMS CORPORATION	24-00635	INV#923518 2024 Renewal	3,185.00	0.00	
	Extd Total: COMPUTERIZED DATA PROCESSING			3,185.00		
	Department Total: COMPUTER MIS			3,185.00		
Department: TAX REV ADMIN Extd: TAX REVENUE ADMINISTRATION						
4-01-20-145-000-238 TCTANJ	TAX REV ADMIN Conventions TCTANJ SPRING CONFERENCE	24-00753	M. SCHNURR & P. MARTUSCELLI	960.00	0.00	
	Extd Total: TAX REVENUE ADMINISTRATION			960.00		
	Department Total: TAX REV ADMIN			960.00		
Department: TAX ASSESSOR Extd: TAX ASSESSOR						
4-01-20-150-000-209 JALLO005	TAX ASSESSOR Fees JALLOH & JALLOH, LLC	24-00636	INVOICE #10479 JANUARY 2024	2,339.99	0.00	
	Extd Total: TAX ASSESSOR			2,339.99		
	Department Total: TAX ASSESSOR			2,339.99		
Department: DIRECTOR OF COMMUNICATIONS Extd: DIRECTOR OF COMMUNICATIONS						
4-01-20-151-000-202 APCHAM	DIRECTOR OF COMMUNICATIONS Dues A.P. CHAMBER OF COMMERCE	24-00707	INVOICE #6411 2024 Dues	150.00	0.00	
	Extd Total: DIRECTOR OF COMMUNICATIONS			150.00		
	Department Total: DIRECTOR OF COMMUNICATIONS			150.00		
Department: LEGAL SERVICES Extd: LEGAL SERVICES						
4-01-20-155-000-209 LAWOF005	LEGAL SERVICES Fees LAW OFFICE OF GENE J ANTHONY	24-00683	#21344 FEBUARY RENT LEVELING	632.10	0.00	
HILLW005	HILL WALLACK LLP	24-00699	Invoice 752074 General Matters	10,802.26	0.00	
MARFAL	MARAZITI FALCON, LLP	24-00733	PROFESSIONAL SERVICES RENDERED	1,102.50	0.00	

Attachment: BILL LIST 3-27-24 (2024-170 : Authorizing the Payment of Bills)

March 19, 2024
11:46 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

P 3.D.1.a

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-01-20-155-000-209 GENBUR GENOVA BURNS LLC	LEGAL SERVICES Fees 24-00790 Invoice 510220 General File		Continued	<u>19,961.46</u> 32,498.32	0.00	
	Extd Total: LEGAL SERVICES			32,498.32		
	Department Total: LEGAL SERVICES			32,498.32		
Department: APTV						
Extd: CABLE TV ADVISORY COMMITTEE						
4-01-20-162-000-202	APT V Equipment					
AMAZO005 AMAZON.COM SERVICES	24-00584 Bluetooth transmitter			54.99	0.00	
AMAZO005 AMAZON.COM SERVICES	24-00585 Interview mics			39.80	0.00	
JERACC JERSEY ACCESS GROUP	24-00586 JAG Award entries			<u>240.00</u> 334.79	0.00	
	Extd Total: CABLE TV ADVISORY COMMITTEE			334.79		
	Department Total: APTV			334.79		
	CAFR Total:			66,413.30		
Department: Planning Department						
Extd: Planning Department						
4-01-21-179-000-202	PLANNING DEPT. Office Supplies					
WBMASON W.B.MASON CO., INC.	24-00686 Banker boxes W.B. Mason 3.6.24			47.11	0.00	
4-01-21-179-000-204	PLANNING DEPT. Professional Svcs.					
KYLEM005 KYLE MCMANUS ASSOCIATES LLC	24-00605 Invoice 5260 Council General			1,249.50	0.00	
KYLEM005 KYLE MCMANUS ASSOCIATES LLC	24-00663 Invoice 5374 EALC Murnick			<u>5,993.00</u> 7,242.50	0.00	
4-01-21-179-000-205	PLANNING DEPT. Ads					
GANN005 GANNETT NEW YORK/NEW JERSEY	24-00708 PB & ZB PUBLIC NOTICES 1.24			143.92	0.00	
4-01-21-179-000-209	PLANNINF DEPT. Planning Board Fees					
JACSER JACK A. SERPICO	24-00794 PB & ZB SERPICO Legal 2.2024			875.00	0.00	
4-01-21-179-000-210	PLANNING DEPT. Zoning Board Fees					
JACSER JACK A. SERPICO	24-00794 PB & ZB SERPICO Legal 2.2024			1,282.50	0.00	
	Extd Total: Planning Department			9,591.03		
	Department Total: Planning Department			9,591.03		
	CAFR Total:			9,591.03		
Department: CONST CODE						
Extd: CONSTRUCTION CODE OFFICIAL						
4-01-22-200-000-202	CONSTRUCTION CODE Office Supplies					
WBMASON W.B.MASON CO., INC.	24-00609 office supplies			123.14	0.00	
	Extd Total: CONSTRUCTION CODE OFFICIAL			123.14		
	Department Total: CONST CODE			123.14		
	CAFR Total:			123.14		

Attachment: BILL LIST 3-27-24 (2024-170 : Authorizing the Payment of Bills)

March 19, 2024
11:46 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
Page No. 0

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: LIAB INSURANCE Extd: LIABILITY INSURANCE						
4-01-23-210-000-209	LIABILITY INSURANCE Fees					
OTTINS	OTTERSTEDT INS. AGENCY, INC.	24-00108	Invoice 37997 UST Insurance	2,319.00	0.00	
	Extd Total: LIABILITY INSURANCE			2,319.00		
	Department Total: LIAB INSURANCE			2,319.00		
	CAFR Total:			2,319.00		
Department: POLICE Extd: POLICE DEPARTMENT						
4-01-25-240-000-202	POLICE Office Supplies					
WBMASON	W.B.MASON CO., INC.	24-00542	traffic office/supplies	3,277.93	0.00	
4-01-25-240-000-204	POLICE Towing					
TAYTOW	TAYLOR'S TOWING	24-00710	INV #179199 2018 dodge journey	150.00	0.00	
TAYTOW	TAYLOR'S TOWING	24-00711	INV #176034 dodge journey	190.00	0.00	
				340.00		
4-01-25-240-000-207	POLICE Clothing Allowance					
ACTI0015	ACTION UNIFORM CO. LLC	24-00618	SLEO 1 uniforms March OCPA	204.00	0.00	
4-01-25-240-000-218	POLICE Contract.Serv.					
OPTIMUM	OPTIMUM	24-00674	#07866-182313-01-5 2/8 - 3/7	287.93	0.00	
THOWES	THOMSON WEST CUSTOMER SERVICE	24-00693	#849670387 FEBRUARY 2024	271.22	0.00	
				559.15		
4-01-25-240-000-222	POLICE Training					
MONCON	MONMOUTH COUNTY POLICE ACADEMY	24-00695	Fraud training Arancio	50.00	0.00	
VERBA005	VERBAL JUDO INSTITUTE, INC.	24-00712	Training PO Rodriguez 3/20/24	195.00	0.00	
JHARAC	J. HARRIS ACADEMY OF POLICE	24-00714	Next level CLASS PO Leon 9/30	189.00	0.00	
				434.00		
4-01-25-240-000-276	POLICE: PAL Expenses					
CRAPRI	CRAFTMASTER PRINTING, INC.	24-00580	PVC Board signs PAL	190.00	0.00	
FITLIF	FITNESS LIFESTYLES	24-00694	INV #T-2693 BUNGY CORD INSTALL	150.00	0.00	
				340.00		
	Extd Total: POLICE DEPARTMENT			5,155.08		
	Department Total: POLICE			5,155.08		
Department: FIRE DEPT. Extd: FIRE DEPARTMENT						
4-01-25-265-000-203	FIRE DEPT. Motor Vehicle					
FISONS	FIS on Site Service LLC	24-00363	Blanket PO Not to Exceed	498.94	0.00	B
4-01-25-265-000-206	FIRE DEPT. Purchase of Equipment					
AMAZ0005	AMAZON.COM SERVICES	24-00624	QUOTE-FIRE INSPECTION POLES	35.85	0.00	

Attachment: BILL LIST 3-27-24 (2024-170 : Authorizing the Payment of Bills)

March 19, 2024
11:46 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
Page No. 7

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-01-25-265-000-229	FIRE DEPT. Medical Sup.					
SEAWEL	SEABOARD WELDING SUPPLY, INC.	24-00689	INV#2163111 OXYGEN (MEDICAL)	90.00	0.00	
4-01-25-265-000-262	FIRE DEPT. Equipment Repairs					
ONSITE	ON-SITE COMPUTER SERVICE,	24-00550	INVOICE #240233003 GETAC/CHRIS	189.99	0.00	
	Extd Total: FIRE DEPARTMENT			814.78		
	Department Total: FIRE DEPT.			814.78		
	CAFR Total:			5,969.86		
Department: STREETS & ROAD						
Extd: STREETS & ROADS MAINTENANCE						
4-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
SEACHE	SEACOAST CHEVROLET OLDS-	24-00118	VARIOUS PARTS BLANKET	788.44	0.00	B
FREFOR	FREEHOLD FORD	24-00183	VARIOUS PARTS BLANKET	76.40	0.00	B
EASAUT	EASTERN AUTOPARTS WAREHOUSE	24-00230	VARIOUS PARTS BLANKET	1,697.14	0.00	B
GPCNA091	GPC-NAPA AUTO PARTS	24-00382	VARIOUS PARTS BLANKET	328.98	0.00	B
FOSCOM	FOSTER & COMPANY, INC.	24-00495	DPW STOCK VARIOUS PARTS	330.21	0.00	
GPCNA091	GPC-NAPA AUTO PARTS	24-00563	VARIOUS PARTS BLANKET	149.99	0.00	B
JESCO	JESCO, INC.	24-00613	#HB0784 DPW BACKHOE DIAGNOSIS	2,053.49	0.00	
EASAUT	EASTERN AUTOPARTS WAREHOUSE	24-00615	VARIOUS PARTS BLANKET	2,901.09	0.00	B
SERV1005	SERVICE TIRE TRUCK CENTERS	24-00666	POLICE FLEET TIRES	3,372.81	0.00	
SERV1005	SERVICE TIRE TRUCK CENTERS	24-00667	DPW FLEET TIRES	3,205.58	0.00	
				14,904.13		
4-01-26-290-000-206	STREETS & ROAD Purchase of Equipment					
JOHGUI	JOHN GUIRE SUPPLY	24-00319	SNOW PLOW REPAIRS NEEDED	8,110.95	0.00	
4-01-26-290-000-209	STREETS & ROAD Fees					
TREDEP	TREASURER-STATE NJ - NJDEP	24-00802	PID 492793 1216 Springwood	925.00	0.00	
4-01-26-290-000-212	STREETS & ROAD Tools					
AMAZ0005	AMAZON.COM SERVICES	24-00576	Trash Grabber	499.25	0.00	
4-01-26-290-000-215	STREETS & ROAD Misc. Hardware					
FOSCOM	FOSTER & COMPANY, INC.	24-00564	Misc Hardware	146.33	0.00	
4-01-26-290-000-218	STREETS & ROAD Contract.Serv.					
CINCOR	CINTAS CORPORATION NO 2	24-00654	9261962145 MARCH AED AGREEMENT	107.00	0.00	
SEAWEL	SEABOARD WELDING SUPPLY, INC.	24-00669	#963745 cylinder/hazmat charge	141.25	0.00	
SUSJER	SUSTAINABLE JERSEY	24-00677	Sustanability Summit May 3rd	90.00	0.00	
PRESPE	PREVENTION SPECIALISTS,INC.	24-00719	Invoice #35056 - Feb. Testing	104.00	0.00	
GREGTORO	Greg Toro	24-00747	Hotel reimbursement 3/6 - 3/8	174.02	0.00	
OPTIMUM	OPTIMUM	24-00754	#07866-183188-01-1 3/8 - 4/7	44.79	0.00	
				661.06		
4-01-26-290-000-222	STREETS & ROAD Training					
BUICON	BUILDING SAFETY CONFERENCE	24-00657	Manny Lucas Registration	275.00	0.00	
BUICON	BUILDING SAFETY CONFERENCE	24-00715	REG.FOR R. BIANCHINI 5/8-10/24	275.00	0.00	
RUTGE005	RUTGERS, THE STATE UNIV. OF NJ	24-00760	DPW Conference May 8 & 9 2024	481.00	0.00	

Attachment: BILL LIST 3-27-24 (2024-170 : Authorizing the Payment of Bills)

March 19, 2024
11:46 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
Page No. 0

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-01-26-290-000-222	STREETS & ROAD Training		Continued			
ASSOCNJ	ASSOCIATION OF NJ RECYCLERS	24-00798	YVONNE ADAMS MEETING 4/23/24	85.00	0.00	
				1,116.00		
	Extd Total: STREETS & ROADS MAINTENANCE			26,362.72		
	Department Total: STREETS & ROAD			26,362.72		
Department: SOLID WASTE						
Extd: SOLID WASTE COLLECTION						
4-01-26-305-000-209	SOLID WASTE Fees					
MASREC	MAZZA RECYCLING SERVICES, LTD.	24-00655	#1143162 RECYCLING FEB 2024	10,312.75	0.00	
MAZMUL	MAZZA MULCH, INC.	24-00658	#1140945 BRUSH DISPOSAL 2/26	660.00	0.00	
DELDEM	DELISA DEMOLITION, INC.	24-00659	#289400 TRASH FEES 2/16 - 2/29	25,485.85	0.00	
DELDEM	DELISA DEMOLITION, INC.	24-00660	#289295 & 289296 CONSTR DEBRIS	2,220.85	0.00	
DELDEM	DELISA DEMOLITION, INC.	24-00791	INV #289077 CARDBOARD 2/20/24	250.00	0.00	
DELDEM	DELISA DEMOLITION, INC.	24-00799	INVOICE #259599 CB 3/8/24	250.00	0.00	
				39,179.45		
	Extd Total: SOLID WASTE COLLECTION			39,179.45		
	Department Total: SOLID WASTE			39,179.45		
Department: BUILDING & GND						
Extd: BUILDINGS & GROUNDS						
4-01-26-310-000-203	BUILDING & GND Misc. Hardware					
SHEWIL	THE SHERWIN WILLIAMS CO., INC.	24-00700	Paint for City Hall	189.27	0.00	
4-01-26-310-000-204	BUILDING & GND Building Supplies					
SHEWIL	THE SHERWIN WILLIAMS CO., INC.	24-00469	blanket for paint City Hall	273.57	0.00	B
4-01-26-310-000-205	BUILDING & GND Electrical Supplies					
WARSH005	WARSHAUER ELECTRIC SUPPLY	24-00594	Outdoor Light Bulbs	1,217.08	0.00	
WARSH005	WARSHAUER ELECTRIC SUPPLY	24-00595	City Hall Light Bulbs	1,733.70	0.00	
GRAING	GRAINGER, INC.	24-00596	Emergency Lights LED	174.16	0.00	
				3,124.94		
4-01-26-310-000-210	BUILDING & GND Building Repairs					
GRAING	GRAINGER, INC.	24-00567	Fasco Heater OEM Blower 6-1/4"	251.54	0.00	
	Extd Total: BUILDINGS & GROUNDS			3,839.32		
	Department Total: BUILDING & GND			3,839.32		
	CAFR Total:			69,381.49		
Department: PUBLIC ASST						
Extd: SOCIAL SERVICES:						
4-01-27-345-000-202	SOCIAL SERVICES Office Supplies					
AMAZ0005	AMAZON.COM SERVICES	24-00552	Shredder for Office	278.36	0.00	

Attachment: BILL LIST 3-27-24 (2024-170 : Authorizing the Payment of Bills)

March 19, 2024
11:46 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
Page No. 9

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-01-27-345-000-202	SOCIAL SERVICES Office Supplies		Continued			
WBMASON W.B.MASON CO., INC.		24-00640	Printer Ink	<u>148.95</u>	0.00	
				427.31		
	Extd Total: SOCIAL SERVICES:			427.31		
	Department Total: PUBLIC ASST			427.31		
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
4-01-27-350-000-205	SENIOR CENTER Recreation & Social					
AMAZO005 AMAZON.COM SERVICES		24-00631	Party Banners	53.95	0.00	
4-01-27-350-000-210	SENIOR CENTER Classes					
THECO010 THE COMMUNITY ENGAGEMENT		24-00266	Blanket Jan, Feb & March 2024	150.00	0.00	B
	Extd Total: SENIOR CENTER			203.95		
	Department Total: SENIOR CENTER			203.95		
	CAFR Total:			631.26		
Department: RECREATION						
Extd: RECREATION SERVICES & PROGRAM						
4-01-28-370-000-290	RECREATION Programs/Activities					
ORITRA ORIENTAL TRADING CO., INC.		24-00423	easter event	4,630.64	0.00	
AMAZO005 AMAZON.COM SERVICES		24-00478	Black History event items	218.72	0.00	
WBMASON W.B.MASON CO., INC.		24-00503	food containers- BLACK HISTORY	209.97	0.00	
AMAZO005 AMAZON.COM SERVICES		24-00676	easter baskets	<u>359.95</u>	0.00	
				5,419.28		
	Extd Total: RECREATION SERVICES & PROGRAM			5,419.28		
	Department Total: RECREATION			5,419.28		
	CAFR Total:			5,419.28		
Department: LIGHTING						
Extd: LIGHT, HEAT, POW						
4-01-31-435-435-299	LIGHT, HEAT & POWER Misc.					
NJAMER N.J. AMERICAN WATER CO.		24-00759	Various Accounts 2/3-3/5	4,027.57	0.00	
NJAMER N.J. AMERICAN WATER CO.		24-00796	Various Accounts 2/2-3/1	<u>260.96</u>	0.00	
				4,288.53		
	Extd Total: LIGHT, HEAT, POW			4,288.53		
Extd: STREET/TRAFFIC						
4-01-31-435-436-299	STREET&TRAFFIC LIGHTING Misc.					
JCPL JCPL		24-00664	#100 064 169 335 1/26-2/25	497.45	0.00	

Attachment: BILL LIST 3-27-24 (2024-170 : Authorizing the Payment of Bills)

March 19, 2024
11:46 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
Page No. 10

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-01-31-435-436-299 JCPL JCPL	STREET&TRAFFIC LIGHTING Misc.	24-00741	Continued #200 000 001 293 Master Acct	1,085.55 1,583.00	0.00	
	Extd Total: STREET/TRAFFIC			1,583.00		
	Department Total: LIGHTING			5,871.53		
Department: TELEPHONE						
Extd: TELEPHONE						
4-01-31-440-000-299	TELEPHONE Misc.					
VERZON VERIZON BUSINESS		24-00756	#152-069-551-0001-78 3/4-4/3	124.99	0.00	
VERIZON VERIZON WIRELESS		24-00786	#342269861-00001 2/5-3/4	960.73	0.00	
				1,085.72		
	Extd Total: TELEPHONE			1,085.72		
	Department Total: TELEPHONE			1,085.72		
Department: GASOLINE						
Extd: GASOLINE						
4-01-31-460-000-299	GASOLINE Misc.					
GRIALLI GRIFFITH-ALLIED TRUCKING, LLC		24-00656	#441340 UNLEADED FUEL 2/22/24	9,486.07	0.00	
GRIALLI GRIFFITH-ALLIED TRUCKING, LLC		24-00665	#85317 DIESEL FUEL 2/18/24	3,158.58	0.00	
GRIALLI GRIFFITH-ALLIED TRUCKING, LLC		24-00739	INVOICE #446633 DIESEL FUEL	2,635.93	0.00	
GRIALLI GRIFFITH-ALLIED TRUCKING, LLC		24-00752	INVOICE #453161 UNLEADED FUEL	7,893.61	0.00	
				23,174.19		
	Extd Total: GASOLINE			23,174.19		
	Department Total: GASOLINE			23,174.19		
	CAFR Total:			30,131.44		
Department: PERS						
Extd: PUBLIC EMPLOYEES RETIREMENT SYSTEM(PERS)						
4-01-36-471-000-299	PERS Misc.					
PUBEMP PUBLIC EMPLOYEE'S RETIREMENT		24-00806	2024 PERS Contribution	1,261,999.00	0.00	
	Extd Total: PUBLIC EMPLOYEES RETIREMENT SYSTEM(PERS)			1,261,999.00		
	Department Total: PERS			1,261,999.00		
Department: PFRS						
Extd: POLICE & FIRE RETIREMENT SYSTEM(PFRS)						
4-01-36-475-000-299	PFRS Misc.(IN CAP)					
POLFIR POLICE&FIREMAN'S RETIREMENT		24-00805	2024 PFRS Contribution	5,445,771.00	0.00	
	Extd Total: POLICE & FIRE RETIREMENT SYSTEM(PFRS)			5,445,771.00		
	Department Total: PFRS			5,445,771.00		
	CAFR Total:			6,707,770.00		

Attachment: BILL LIST 3-27-24 (2024-170 : Authorizing the Payment of Bills)

March 19, 2024
11:46 AM

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
Department: MUNIC COURT						
Extd: MUNICIPAL COURT						
4-01-43-490-000-245	MUNIC COURT Interpreter					
BEACRA	BEATRIZ C. CRANEY	24-00601	spanish 2/16/24	385.00	0.00	
	Extd Total: MUNICIPAL COURT			385.00		
	Department Total: MUNICIPAL COURT			385.00		
	CAFR Total:			385.00		
	Fund Total: CURRENT			6,898,134.80		
Fund: BEACH						
Department: UTILITY OE						
Extd: BEACH UTILITY O/E: OTHER EXPENSES:						
4-05-55-502-000-211	BEACH UTILITY O/E: Light & Power					
NJAMER	N.J. AMERICAN WATER CO.	24-00759	Various Accounts 2/3-3/5	181.58	0.00	
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			181.58		
	Department Total: UTILITY OE			181.58		
	CAFR Total:			181.58		
	Fund Total: BEACH			181.58		
Fund: TRANSPORTATION UTILITY: BUDGET:						
Department: UTILITY OE						
Extd: TRANS.UTILITY O/E: OTHER EXPENSES:						
4-06-55-502-000-212	TRANS.UTILITY O/E: Parking Meter Supply					
IPSGRO	IPS GROUP, INC.	24-00671	INV94700 IPS 2/24 DMS Fees	7,449.00	0.00	
4-06-55-502-000-228	TRANS.UTILITY O/E: Engineering Fees					
DYNAM005	DYNAMIC TRAFFIC, LLC	24-00672	INV5013 Srvs Through 2/3/24	4,091.25	0.00	
	Extd Total: TRANS.UTILITY O/E: OTHER EXPENSES:			11,540.25		
	Department Total: UTILITY OE			11,540.25		
	CAFR Total:			11,540.25		
	Fund Total: TRANSPORTATION UTILITY: BUDGET:			11,540.25		
Fund: SEWER UTILITY: BUDGET:						
Department: UTILITY OE						
Extd: SEWER UTILITY O/E: OTHER EXPENSES:						
4-07-55-502-000-205	SEWER UTILITY O/E: Repairs					
GRAING	GRAINGER, INC.	24-00653	Reuse Water Pipe	68.01	0.00	
RAPPUM	RAPID PUMP & METER SERVICE	24-00661	repair call for tank Jan. 2024	1,751.86	0.00	
				1,819.87		
4-07-55-502-000-209	SEWER UTILITY O/E: Fees					
TREREV	TREASURER STATE OF NEW JERSEY	24-00668	INV #240169210 AIR PERMIT FEE	885.00	0.00	
LYONS005	LYONS ENVIRONMENTAL SERVICES	24-00680	APSA0224 WWTP TESTING FEBRUARY	1,295.00	0.00	
				2,180.00		

Attachment: BILL LIST 3-27-24 (2024-170 : Authorizing the Payment of Bills)

March 19, 2024
11:46 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
Page No. 12

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-07-55-502-000-211 NJAMER N.J. AMERICAN WATER CO.	SEWER UTILITY O/E: Light & Power	24-00759	Various Accounts 2/3-3/5	852.60	0.00	
4-07-55-502-000-220 NJAMER N.J. AMERICAN WATER CO.	SEWER UTILITY O/E: Accounting	24-00732	Data usage 4000277829	398.90	0.00	
4-07-55-502-000-224 PASVAL PASSAIC VALLEY SEWERAGE COM.	SEWER UTILITY O/E: Sludge Removal	24-00738	INVOICE #523091 FEBRUARY 2024	12,614.00	0.00	
RUSREI RUSSELL REID WASTE HAULING &		24-00800	#0006909103 FEBRUARY 2024	28,938.00	0.00	
				41,552.00		
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			46,803.37		
	Department Total: UTILITY OE			46,803.37		
	CAFR Total:			46,803.37		
	Fund Total: SEWER UTILITY: BUDGET:			46,803.37		
	Year Total:			6,956,660.00		
Fund: GENERAL CAPITAL FUND BUDGET:						
Extd: Odr. 2018-57 Acq. of Real Property FH						
C-04-55-998-176-001 KEYTEC KEY-TECH	Section 20 Costs	23-03066	TESTING & INSPECTION CONTRACT	4,658.00	0.00	B
C-04-55-998-176-002 WALLA005 WALLACE BROS, INC.	Purchase of Prop./Const. of Firehouse	23-02172	FIRE DEPARTMENT HEADQUARTERS	580,192.79	0.00	B
	Extd Total: Odr. 2018-57 Acq. of Real Property FH			584,850.79		
Extd: Ord. 2021-36 Various Capital Improv.						
C-04-55-998-182-003 AIRSYS AIR SYSTEMS MAINTENANCE, INC.	Public Works Equipment and Vehicles	24-00783	INVOICE #74335 ADDITIONAL WORK	12,448.00	0.00	
	Extd Total: Ord. 2021-36 Various Capital Improv.			12,448.00		
	Department Total:			597,298.79		
	CAFR Total:			597,298.79		
	Fund Total: GENERAL CAPITAL FUND BUDGET:			597,298.79		
Fund: PARKING CAPITAL						
Department: Ord. 2022-8 Various Rd. Improvements						
Extd: Ord. 2022-8 Various Rd. Improvements						
C-09-17-909-000-901 SBROT005 S BROTHERS INC.	Road Improvements (Monroe, Comstock, 8th)	23-02432	2022 ROADWAY IMPROVEMENTS	609,050.44	0.00	B
	Extd Total: Ord. 2022-8 Various Rd. Improvements			609,050.44		
	Department Total: Ord. 2022-8 Various Rd. Improvements			609,050.44		
	CAFR Total:			609,050.44		
	Fund Total: PARKING CAPITAL			609,050.44		
	Year Total:			1,206,349.23		

Attachment: BILL LIST 3-27-24 (2024-170 : Authorizing the Payment of Bills)

March 19, 2024
11:46 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
Page No. 13

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund:	GRANT FUND BUDGET:					
G-02-43-907-019-200	Mental Health Grant					
HOMDRU HOME DRUG PHARMACY	19-03515 Medication for Clients 2019-20			31.00	0.00	B
	Extd Total:			31.00		
	Department Total:			31.00		
G-02-43-968-023-200	Redevelopers Contribution					
OCECTY OCEAN COUNTY POLICE ACADEMY	24-00696 2 SLEO 2 officer recruits			3,000.00	0.00	
OCECTY OCEAN COUNTY POLICE ACADEMY	24-00697 6 SLEO I academy			1,500.00	0.00	
				<u>4,500.00</u>		
	Extd Total:			4,500.00		
	Department Total:			4,500.00		
	CAFR Total:			4,531.00		
	Fund Total: GRANT FUND BUDGET:			4,531.00		
	Year Total:			4,531.00		
Fund:	COMMUNITY DEVELOPMENT BLK GRANT BUDGET:					
Extd:	2023 CDBG 23-MC-34-0100					
T-17-82-850-850-001	2023 Administration					
SHORTIT SAKER SHOPRITE, INC.	24-00500 Suppies/desserts-Black History			1,456.87	0.00	
KIEAWA KIEFERS AWARDS COMPANY	24-00549 Awards for Black History			188.00	0.00	
CRAPRI CRAFTMASTER PRINTING, INC.	24-00608 Program Agendas Black History			367.25	0.00	
WBMASON W.B.MASON CO., INC.	24-00645 Stapler			21.85	0.00	
CRAPRI CRAFTMASTER PRINTING, INC.	24-00749 Fliers/signs-Easter Egg Hunt			633.00	0.00	
MONCLE MONMOUTH COUNTY CLERK	24-00761 Discharge of Mortgages			<u>16.00</u>	0.00	
				2,682.97		
	Extd Total: 2023 CDBG 23-MC-34-0100			2,682.97		
	Department Total:			2,682.97		
	CAFR Total:			2,682.97		
	Fund Total: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:			2,682.97		
Fund:	PLANNING & ZONING ESCROW FUND BUDGET:					
CAFR:	PLANNING & ZONING ESCROW FUND BUDGET:					
T-21-00-448-000-299	545 LAKE-PERFORMANCE BOND(545 LAKE,LLC)					
SACKM005 SACKMAN ASSET MANAGEMENT, LLC	24-00782 Return of Performance Bond			4,419.96	0.00	
	Extd Total:			4,419.96		
	Department Total:			4,419.96		
Department: PUBLIC DEFEND.						
T-21-00-495-000-299	900-901 MATTISON AVE(ASBURY MEM.PARKWAY)					
JACSER JACK A. SERPICO	24-00794 PB & ZB SERPICO Legal 2.2024			340.00	0.00	
	Extd Total:			340.00		
	Department Total: PUBLIC DEFEND.			340.00		

Attachment: BILL LIST 3-27-24 (2024-170 : Authorizing the Payment of Bills)

March 19, 2024
11:46 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-534-000-299 CLACAN CLARKE CATON	1317-1319 SPRINGWOOD(BROTHER INTHE BLUE) HINTZ PC	24-00684	PB PROF SVS CCH Brother n Blue	290.00	0.00	
	Extd Total:			290.00		
	Department Total:			290.00		
T-21-00-599-000-299 JACSER JACK A. SERPICO	614 COOKMAN AVE(ASBURY PARK BREWERY,LLC) 24-00794 PB & ZB SERPICO Legal 2.2024			212.50	0.00	
	Extd Total:			212.50		
	Department Total:			212.50		
T-21-00-604-000-299 JACSER JACK A. SERPICO	1510 3RD AVENUE(EILEEN HASKOPUOLOS) 24-00794 PB & ZB SERPICO Legal 2.2024			637.50	0.00	
	Extd Total:			637.50		
	Department Total:			637.50		
	CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET:			5,899.96		
	Fund Total: PLANNING & ZONING ESCROW FUND BUDGET:			5,899.96		
Fund:	MADISON-ASBURY RETAIL, LLC FUND BUDGET:					
CAFR:	MADISON-ASBURY RETAIL, LLC FUND BUDGET:					
T-39-00-850-000-299 HILLW005 HILL WALLACK LLP	MADISON-ASBURY RETAIL - Miscellaneous 24-00699 Invoice 752074 General Matters			195.00	0.00	
	Extd Total:			195.00		
	Department Total:			195.00		
	CAFR Total: MADISON-ASBURY RETAIL, LLC FUND BUDGET:			195.00		
	Fund Total: MADISON-ASBURY RETAIL, LLC FUND BUDGET:			195.00		
Fund:	CITY OF ASBURY PARK REDEVELOPMENT ESCROW					
T-48-56-850-000-806 KYLEM005 KYLE MCMANUS ASSOCIATES LLC	711&607 Mattison/545 Lake/550 Cookm(APB) 24-00663 Invoice 5374 EALC Murnick			36.75	0.00	
T-48-56-850-000-833 KYLEM005 KYLE MCMANUS ASSOCIATES LLC	1201 MEMORIAL(DOUGLAS DEVELOPMENT CORP) 24-00663 Invoice 5374 EALC Murnick			73.50	0.00	
HILLW005 HILL WALLACK LLP	24-00699 Invoice 752074 General Matters			70.00	0.00	
				143.50		
T-48-56-850-000-850 MARFAL MARAZITI FALCON, LLP	115 4TH AVENUE(SOMERSET ASBURY PARK,LLC) 24-00733 PROFESSIONAL SERVICES RENDERED			1,659.84	0.00	
T-48-56-850-000-855 MARFAL MARAZITI FALCON, LLP	1401 KINGSLEY/205 SUNSET(PHM SUNSET SQ.) 24-00733 PROFESSIONAL SERVICES RENDERED			292.50	0.00	
T-48-56-850-000-856 KYLEM005 KYLE MCMANUS ASSOCIATES LLC	1012 ASBURY AVE(SHARED EQUITIES CO.,LLC) 24-00663 Invoice 5374 EALC Murnick			1,102.50	0.00	
T-48-56-850-000-857 MARFAL MARAZITI FALCON, LLP	201 6TH/KINGLSEY(AP LUXURY APTS.&RESORT) 24-00733 PROFESSIONAL SERVICES RENDERED			487.50	0.00	

Attachment: BILL LIST 3-27-24 (2024-170 : Authorizing the Payment of Bills)

March 19, 2024
11:46 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
Page 1 of 1

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-48-56-850-000-860 MARFAL MARAZITI FALCON, LLP	911 KINGSLEY STREET(LITTLE DINK, LLC)	24-00733	PROFESSIONAL SERVICES RENDERED	325.00	0.00	
T-48-56-850-000-862 KYLEM005 KYLE MCMANUS ASSOCIATES LLC	1001 1ST AVENUE(ASBURY PARK FIRST)	24-00663	Invoice 5374 EALC Murnick	404.25	0.00	
T-48-56-850-000-864 KYLEM005 KYLE MCMANUS ASSOCIATES LLC	701 EMORY STREET(JET RED AP, LLC)	24-00663	Invoice 5374 EALC Murnick	220.50	0.00	
T-48-56-850-000-865 HILLW005 HILL WALLACK LLP	550 COOKMAN #108 (HOUSE OF INDEPENDENTS)	24-00699	Invoice 752074 General Matters	272.50	0.00	
T-48-56-850-000-866 HILLW005 HILL WALLACK LLP	512-514 SUMMERFIELD(SHARED EQUITIES)	24-00699	Invoice 752074 General Matters	420.00	0.00	
T-48-56-850-000-871 KYLEM005 KYLE MCMANUS ASSOCIATES LLC KYLEM005 KYLE MCMANUS ASSOCIATES LLC	1106 MAIN STREET(MERCY CENTER CORP.)	24-00605 24-00663	Invoice 5260 Council General Invoice 5374 EALC Murnick	500.00 73.50 <u>573.50</u>	0.00 0.00	
T-48-56-850-000-872 KYLEM005 KYLE MCMANUS ASSOCIATES LLC	614 COOKMAN(REC.STUDIO)(614 COOKMAN,LLC)	24-00663	Invoice 5374 EALC Murnick	735.00	0.00	
T-48-56-850-000-876 KYLEM005 KYLE MCMANUS ASSOCIATES LLC KYLEM005 KYLE MCMANUS ASSOCIATES LLC	1256 WASHINGTON(SCARANNI REAL EST.MNGMT)	24-00605 24-00663	Invoice 5260 Council General Invoice 5374 EALC Murnick	162.50 661.50 <u>824.00</u>	0.00 0.00	
T-48-56-850-000-878 HILLW005 HILL WALLACK LLP	615 6TH AVENUE(JOAQUIM ASCENSO)	24-00699	Invoice 752074 General Matters	272.50	0.00	
Extd Total:				7,769.84		
Department Total:				7,769.84		
CAFR Total:				7,769.84		
Fund Total: CITY OF ASBURY PARK REDEVELOPMENT ESCROW				7,769.84		
Year Total:				16,547.77		
Total Charged Lines: 282 Total List Amount: 8,215,681.42 Total Void Amount:				0.00		

Attachment: BILL LIST 3-27-24 (2024-170 : Authorizing the Payment of Bills)

March 19, 2024
11:46 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
Page No. 20

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT	3-01	31,593.42	0.00	0.00	31,593.42
CURRENT	4-01	6,898,134.80	0.00	0.00	6,898,134.80
BEACH	4-05	181.58	0.00	0.00	181.58
TRANSPORTATION UTILITY: BUDGET:	4-06	11,540.25	0.00	0.00	11,540.25
SEWER UTILITY: BUDGET:	4-07	46,803.37	0.00	0.00	46,803.37
Year Total:		6,956,660.00	0.00	0.00	6,956,660.00
GENERAL CAPITAL FUND BUDGET:	C-04	597,298.79	0.00	0.00	597,298.79
PARKING CAPITAL	C-09	609,050.44	0.00	0.00	609,050.44
Year Total:		1,206,349.23	0.00	0.00	1,206,349.23
GRANT FUND BUDGET:	G-02	4,531.00	0.00	0.00	4,531.00
COMMUNITY DEVELOPMENT BLK GRANT BUDGE T-17		2,682.97	0.00	0.00	2,682.97
PLANNING & ZONING ESCROW FUND BUDGET: T-21		5,899.96	0.00	0.00	5,899.96
MADISON-ASBURY RETAIL, LLC FUND BUDGE T-39		195.00	0.00	0.00	195.00
CITY OF ASBURY PARK REDEVELOPMENT ESC T-48		7,769.84	0.00	0.00	7,769.84
Year Total:		16,547.77	0.00	0.00	16,547.77
Total of All Funds:		8,215,681.42	0.00	0.00	8,215,681.42

Attachment: BILL LIST 3-27-24 (2024-170 : Authorizing the Payment of Bills)

March 27, 2024 Meeting

Balance Brought Forward from Total List Amount	\$ 8,215,681.42
NJDEP/Division of Revenue (24-00742)	\$ 835.00
Asbury Park Board of Education (24-00701)	\$ 1,824,954.00
PMA Management (24-00755)	\$ 91,040.81

Total:	<u><u>\$ 10,132,511.23</u></u>
--------	--------------------------------



Individual Resolutions
Meeting of the Municipal Council
Wednesday, March 27, 2024
RESOLUTION SUMMARY

2024-119

Resolution authorizing payment to Kivvit, LLC for marketing services associated with the Made (And Sold) in Asbury Park Project totaling \$62,416.00 utilizing UEZ funds under NJ State contract pricing.



RESOLUTION NO. 2024-119

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

RESOLUTION AUTHORIZING PAYMENT TO KIVVIT, LLC FOR MARKETING SERVICES WITH THE MADE (AND SOLD) IN ASBURY PARK PROJECT

WHEREAS, the City of Asbury Park received a proposal and invoice from Kivvit, LLC for digital advertising and marketing services with the Made (And Sold) in Asbury Park Project; and

WHEREAS, price of the project is \$62,416.00 and is attached to this Resolution; and

WHEREAS, pricing is based off of State Contract #T3067/#19-PROSV-00703; and

WHEREAS, the City approved and authorized via Resolution 2023-443 the use of funds designated for the City from the fiscal year 2023 Asbury Park Urban Enterprise Zone (UEZ) funds for this project; and

WHEREAS, the Chief Financial Officer has certified that funds are available in UEZ account #T-20-56-861-000-001 of the official budget to which the contract will be officially charged; and the maximum dollar value of the pending contract is as set forth in the resolution; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the “City”), in the County of Monmouth, State of New Jersey authorize payment to Kivvit, LLC in the amount of \$62,416.00 for the marketing campaign associated with the Made (And Sold) in Asbury Park Project.

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

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-119 which was finally adopted by the City Council at a meeting held on the 27th day of March, 2024

CERTIFIED BY ME THIS 28th DAY OF March, 2024.

LISA ESPOSITO
CITY CLERK

Kivvit

P.O. Box 22393
 New York, NY 10087-2393
 accounting@kivvit.com

kivvit

INVOICE

BILL TO

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

INVOICE

24692

DATE

02/03/2024

TERMS

Due on receipt

DESCRIPTION	AMOUNT
T3067 - Statewide Advertising and Public Relations Services	
Targeted Digital Advertising for Made (and sold) In Asbury Park on NJ.com and related outlets	29,416.00
Targeted Digital Advertising for Made (and sold) In Asbury Park on the Asbury Park Press	5,000.00
Digital Advertising for Made (and sold) In Asbury Park on TapInto Asbury Park	2,250.00
Digital Advertising for Made (and sold) In Asbury Park on Asbury Park Patch	2,250.00
Digital and Print Advertising for Made (and sold) In Asbury Park on The Coaster	2,250.00
Print Advertising for Made (and sold) In Asbury Park in Tri-City News	2,250.00
Campaign Management Fee, including message development, creative development, video production and digital/print campaign oversight	19,000.00

BALANCE DUE

\$62,416.00

Pay invoice

WIRE/ACH PAYMENT PREFERRED:

Routing #: 071000013
 Account #: 753682194
 Account Name: Kivvit LLC
 Page 1 of 1



Individual Resolutions
Meeting of the Municipal Council
Wednesday, September 13, 2023
RESOLUTION SUMMARY

2023-443

Urban Enterprise Zone Assistance Funding for Asbury Park UEZ Mae and Sold Asbury Park Project for an amount not to exceed \$62,416



RESOLUTION NO. 2023-443

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

RESOLUTION AUTHORIZING THE USE OF FUNDS DESIGNATED FOR THE CITY OF ASBURY PARK FROM THE FISCAL YEAR 2023 ASBURY PARK URBAN ENTERPRISE ZONE FUND FOR THE ASBURY PARK MADE AND SOLD IN ASBURY PARK PROJECT

WHEREAS, a proposal for the use of Fiscal Year 2023 for the Made and Sold in Asbury Park Project has been approved by the Urban Enterprise Zone Committee for the following: **Asbury Park UEZ Made and Sold in Asbury Park Project**; and

WHEREAS, it is considered to be in the best interest of the City of Asbury Park and the community in particular that Urban Enterprise Zone Assistance Funds be utilized for the above-mentioned purpose.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the City of Asbury Park does hereby approve the use of Urban Enterprise Zone Assistance Funding for the following project, in accordance with the budget submitted and approved by the Urban Enterprise Zone Committee: **Asbury Park UEZ Mae and Sold in Asbury Park Project** for an amount not to exceed **\$62,416**.

BE IT FURTHER RESOLVED that the persons whose names, titles, and signatures appear below or their successors in said titles are authorized to sign any agreement connected with this funding and any other documents necessary in connection therewith:

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-443 which was finally adopted by the City Council at a meeting held on the 13th day of September, 2023

CERTIFIED BY ME THIS 14th DAY OF September, 2023.


 Lisa Esposito, City Clerk 9/13/2023

LISA ESPOSITO
CITY CLERK

✓ Vote Record - Resolution 2023-443				
☒ Adopted ☐ Adopted as Amended ☐ Defeated ☐ Tabled ☐ Withdrawn ☐ Second Reading ☐ Resolution Failed for Lack of Secunder				
	Yes/Aye	No/Nay	Abstain	Absent

Date: October 17, 2023

To: City of Asbury Park

From: Subject Matter + Kivvit

Re: Made (And Sold) In Asbury Park Proposal

Made (And Sold) In Asbury Park

SITUATION ANALYSIS

Made (And Sold) In Asbury Park presents a great opportunity to showcase what makes Asbury such an amazing place: its people and their creativity. This event will highlight everything that Asbury has to offer, help spur awareness of the numerous products that are made right here in our community and help entice new businesses and entrepreneurs to the city.

Subject Matter + Kivvit (SM+K) is excited at the opportunity to work with the City to heighten awareness of this event. As an Asbury-based business ourselves and with employees who currently or previously lived in town, we believe we can bring a unique perspective to this effort. Moreover, we welcome the chance to help Asbury grow and show others what we already know to be true: Asbury Park is remarkable place with remarkable people.

Outlined below is our recommended course for this marketing campaign.

CAMPAIGN

Our first task would be for SM+K to sit down with the appropriate City representatives to gain better insight into the overall message we want to convey to potential attendees. Additionally, we will want to refine our potential audiences to better guide our targeted digital advertising. Once we have this direct input, our team will develop messaging and draft advertising for approval. We envision the advertising campaign as having two components:

- **Digital advertising** will focus on display ads delivered through websites frequented by our target audience, social media, direct-to-consumer via OTT video provider.
- **Hyperlocal online and print news ads** will also be placed in key outlets relevant to Monmouth County residents, including TapInto, Patch, Two River Times, TriCity News, etc. We would also want to examine potential partnerships with the Monmouth Chamber of Commerce as well as the State Chamber.



DOUBLE CLICK TO EDIT SUBJECT LINE

We recommend that advertising direct individuals to a landing page that provides details of the event. The ads themselves can include QR codes to the landing page. We also recommend that the media spend be gradually phased in overtime, with a slow spend to start in November and December followed by a higher intensity in January. This will help to avoid our advertising getting swallowed up by the holiday season while also creating one last large push in the weeks leading up to the event.

Please note that these tactics are flexible, based on budget and potential target audiences. We can amend as necessary pending further discussion with City officials.

BUDGET

Our proposed budget is below. SM+K's management fee and design costs would be billed as a one-time project fee at the commencement of the campaign. This budget can be refined, if necessary, based on feedback and additional conversations with the City.

Overall Estimated Digital Budget

Tactic	Budget
Targeted Digital	\$34,416
Local Media Outlets (Asbury Tap, Tri-City, Monmouth Regional Chamber, etc.)	\$9,000
SM+K Campaign Management Fee & Design Costs	\$19,000
TOTAL:	\$62,416

STATEMENT OF WORK #1

This Statement of Work ("SOW"), dated as of October 26, 2023 (the "SOW Effective Date"), as defined in the Professional Services Agreement ("Agreement") between the City of Asbury Park ("Client") and Kivvit, LLC ("Kivvit"), effective November 1, 2023, and is subject to and incorporates by reference the term and conditions of the Agreement.

1. DESCRIPTION OF WORK AND DELIVERABLES:

- Kivvit will provide digital advertising and marketing services to promote Asbury's Made (And Sold) In Asbury Park February event. This will include:
 - Message and brand development for advertising purposes
 - Designing of advertising for a marketing campaign
 - Development and management of digital and print advertising marketing plan

2. WORK SCHEDULE:

SOW Start Date: November 1, 2023

SOW End Date: February 3, 2024

The parties may execute subsequent SOWs to continue the work with updated deliverables and payment terms.

3. PAYMENT SCHEDULE:

- (a) In consideration of the services to be provided hereunder, Client shall pay Kivvit a one-time project fee of \$19,000 US Dollars. Kivvit will submit an invoice for the full amount at the conclusion of this agreement and payment will be due within forty-five (45) days after the receipt date of an invoice.
- (b) Unless otherwise stated above, any paid advertising (digital, social, and any other format) will be billed separately Kivvit's consulting fee. Paid advertising will be invoiced inclusive of the standard agency commission of 15% of gross advertising costs. Client must pre-approve all paid advertising campaigns and Kivvit will submit an invoice for the full amount after placement of advertising.
- (c) Unless otherwise stated above, additional services such as website development, physical printing of collateral designed materials (brochures, fact sheets, mail), video development & production, outside research, focus groups, polling, surveys, and any partnership or sponsorship fees will be billed separately from Kivvit's consulting fee, with Client's prior approval.
- (d) Reasonable, necessary and documented out-of-pocket costs (such as travel, printing, or domain name purchases) will be billed at-cost. Expenses exceeding \$250 will require prior Client approval.
- (e) Invoices will be submitted to:

City of Asbury Park
 Attn: JulieAnn Murray
 Email: JulieAnn.Murray@cityofasburypark.com
 Address: 1 Municipal Plaza, Asbury Park, NJ 07712

4. ADDITIONAL TERMS AND CONDITIONS.

- (a) Any updates or changes to the deliverables and Kivvit's fees shall be agreed upon in writing in an updated SOW.

IN WITNESS WHEREOF, the parties hereto have caused this Statement of Work to be executed by their duly authorized representatives as of the SOW Effective Date.

City of Asbury Park


Signature

Juliet Ann Murray
Please Print Name

Bus. Dev/VEI Adm.
Please Print Title

Date

KIVVIT, LLC


Signature

Eric Sedler
Please Print Name

Founder & CEO
Please Print Title

10/31/2023
Date



Individual Resolutions
Meeting of the Municipal Council
Wednesday, March 27, 2024
RESOLUTION SUMMARY

2024-139

Resolution authorizing the execution of a shared service agreement with the Township of Neptune for Geese Management of Wesley Lake with Birds Beware. Quotes Received: Birds Beware \$14,400 with no additional charges for egg addling and Geese Chasers \$15,588 with an additional \$99 per nest for egg addling. Cost will be split 50/50 between Asbury and Neptune.



RESOLUTION NO. 2024-139

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

RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT WITH THE TOWNSHIP OF NEPTUNE FOR GEESE MANAGEMENT OF WESLEY LAKE

WHEREAS, the City of Asbury Park and the Township of Neptune in coordination with the Wesley Lake Commission, have determined the need for Geese Management Services for Wesley Lake; and

WHEREAS, the City of Asbury Park and the Township of Neptune desire to enter into a Shared Services Agreement pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. to serve the best interests of residents in both municipalities by sharing in the cost of these services to improve Wesley Lake and the surrounding area; and,

WHEREAS, the City has solicited and obtained two quotes from Birds Beware and Geese Chasers LLC; and

WHEREAS, the City of Asbury Park is desirous of awarding geese management for 2024 to Birds Beware for these services and the City of Asbury Park and the Township of Neptune agree to share equally in costs; and ,

THEREFORE, BE IT RESOLVED, that the City Council of Asbury Park hereby authorizes the execution of an Shared Services Agreement with the Township of Neptune, a copy of which will be on file in the Office of the Municipal Clerk, for engaging the services of Birds Beware to provide Geese Management Services, which will include clearing and maintenance for Wesley Lake at an annual cost of \$14,400.00, to be shared equally by the two municipalities, (\$7,200.00), with no additional charges for egg addling; and,

WHEREAS, the Chief Financial Officer has certified that funds will be available in the following account 4-01-20-100-000-207 of the 2024 budget . The maximum dollar value of the pending contract is as set forth in the resolution.

BE IT FURTHER RESOLVED , that a copy of this resolution be forwarded to the City Manager, Chief Financial Officer, Purchasing Agent, Director of Capital Projects and Public Facilities, the Township of Neptune and the Wesley Lake Commission.

SHARED SERVICES AGREEMENT between the **CITY OF ASBURY PARK**, a corporation of the State of New Jersey, with its principal office located at 1 Municipal Plaza, Asbury Park, New Jersey 07712, hereinafter referred to as “**CITY**”, and the **TOWNSHIP OF NEPTUNE**, a municipal corporation of the State of New Jersey, with its principal office located at 25 Neptune Boulevard, Neptune, New Jersey 07753. Herein referred to as “**TOWNSHIP**”.

WITNESSETH THAT:

WHEREAS, the above parties desire to enter into a Shared Services Agreement pursuant to N.J.S.A. 40A:65-1 through 40A:65-35 to engage the services Birds Beware to provide Geese Management Services for Wesley lake; and,

WHEREAS, Birds Beware has submitted a proposal for the work; and,

WHEREAS, the City and Township desire to accept the proposal, equally split the cost of the Geese Management Services, and pay Birds Beware directly for these services; and,

NOW, THEREFORE, the parties **DO AGREE** as follows:

1. The Township and City agree to engage the services of Birds Beware to perform Geese Management Services for Wesley Lake.
2. Birds Beware has submitted a proposal for this work in the amount of \$14,400.00. The City and Township agree to share this cost equally.
3. The City and Township each agree to pay Birds Beware, the amount of \$7,200.00, which is 50% of the total cost of work, and no additional charges for egg addling. Each municipality will follow Local Budget Contract Law and purchasing procedures and processes in effect.
4. The Agreement shall be effective January 1, 2024 through December 31, 2028.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-139 which was finally adopted by the City Council at a meeting held on the 27th day of March, 2024

CERTIFIED BY ME THIS 28th DAY OF March, 2024.

LISA ESPOSITO
CITY CLERK



50 Townsend Drive, Middletown, NJ 07748 Tel/Fax (732) 671-6377

www.BirdsAndGeeseBeware.com Paul@birdsandgeesebeware.com

February 11, 2024

Tracy Lizardi
One Municipal Plaza
Asbury Park, NJ 07712

Re: Goose control - Wesley Lake

The following information and proposal will detail our estimate for the above location.

As a public health pest, birds can harbor disease organisms, which may affect people, pets, and domesticated animals. Birds frequently deposit their manure indiscriminately on sidewalks, people, buildings, park benches, statues, and cars. The droppings are not only objectionable to the eye and nose, but can permanently stain and/or cause premature rusting and corrosion of some metal structures and objects. Large amounts of droppings can severely damage and/or kill valuable trees and other vegetation.

More than 60 transmittable diseases (some of which are fatal) are associated with pigeons, starlings and house sparrows. For example:

Histoplasmosis is a respiratory disease that may be fatal. It results from a fungus growing in dried bird droppings.

Cryptococcosis is caused by yeast found in the intestinal tract of pigeons and starlings. The illness often begins as a pulmonary disease and may later affect the central nervous system. Since attics, cupolas, ledges, schools, offices, warehouses, mills, barns, park buildings, signs, etc. are typical roosting and nesting sites, the fungus is apt to be found in these areas.

St. Louis Encephalitis, an inflammation of the nervous system, usually causes drowsiness, headache and fever. It may even result in paralysis, coma or death. St. Louis encephalitis occurs in all age groups but is especially fatal to persons over age 60. The disease is spread by mosquitos, which have fed on infected house sparrow, pigeons and house finches carrying the Group B virus responsible for St. Louis encephalitis.

Salmonellosis often occurs as *food poisoning* and can be traced to pigeons, starlings and sparrows. The disease bacteria are found in bird droppings; dust from droppings can be sucked through ventilators and air conditioners,

contaminating food and cooking surfaces in restaurants, homes and food processing plants.

To provide the control of Geese from your property we recommend the following:

Hazing

We will provide a hazing program using Border Collies. This program will consist of multiple visits per week, seven days a week if needed and at times twice a day varying the times so the geese wont be accustom to a routine. Geese tend to migrate during the colder months and snow covered times. Because geese are always flying and looking for a new safe feeding area. Geese tend to remain in this region all year long.

Because Wild geese are protected under the Migratory Bird Treaty Act we will not harm the Geese, just haze them so they seek other areas to feed, roost and nest.

The goal is to haze the geese enough that they will look for a new nesting and feeding area.

During our service we can provide Egg Addling. This is the process of treating the eggs by shaking, freezing, coating with oil or puncturing the eggs. The land owner/manager is responsible for applying for the permits. Birds Beware Inc will provide this service at **NO ADDITIONAL CHARGE** and will be done during our routine service.

We will provide service to Wesley Lake

The cost for this custom Goose hazing program, which includes multiple visits per week is **\$1200.00** per month

Egg Addling done at **NO ADDITIONAL CHARGE**

Invoice is emailed at the beginning of the service month.

Sincerely,

Paul Scammacca
Bird Control Specialist

Acceptance signature of proposal and terms

Date



4 Milton Drive
Medford, NJ 08055
856-912-2764

deborah@geesechasers.com

Asbury Park
Tracy Lizardi
One Municipal Plaza
Asbury Park, NJ 07712
732-502-5710
Tracy.lizardi@cityofasburypark.com

17 January 2024

Dear Tracy,

Please accept this *Geese Chasers' LLC* renewal proposal for clearing and maintaining a virtually geese free environment year-round for: **Wesley Lake, Asbury Park NJ.**

Initial Clearing Phase: Involves daily visits, as needed, for 4 to 12 weeks. This frequent harassment will eventually clear any resident geese from your property and keep them from returning and nesting.

Maintenance Phase: Involves daily visit, as needed, to maintain a virtually geese-free environment year-round. Maintenance is an ongoing program. The Canada goose population in your area is out of control and our maintenance program assures that the geese in the area know that your property is not a safe place for them. Our program triggers the *predatory response* inherent in geese. Also, any migrating geese looking for a place to feed, roost or nest will move on when exposed to our methods.

Cost = \$1299 monthly no tax since you are exempt

Egg Addling is \$99 per nest. We can provide assistance with obtaining free permits.
ON CALL at no extra Charge! GPS tracking available -get an automatic email when we are onsite.

When approved, please sign, scan and email back deborah@geesechasers.com

Approved,

Approved,

DN Young

01/17/2024

X

Deborah N Young/COO

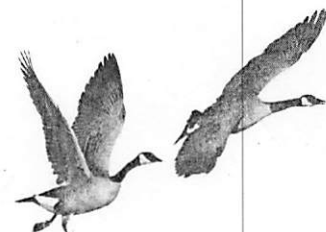
X

Asbury Park /Date

Dates of Service: _____



"THE #1 NAME in GOOSE CONTROL"
www.GeeseChasers.com



SHARED SERVICES AGREEMENT

between the

CITY OF ASBURY PARK, a corporation of the State of New Jersey, with its principal office located at 1 Municipal Plaza, Asbury Park, New Jersey 07712, hereinafter referred to as "**City**"; and the

TOWNSHIP OF NEPTUNE, a municipal corporation of the State of New Jersey, with its principal office located at 25 Neptune Boulevard, Neptune, New Jersey 07753, hereinafter referred to as "**Township**";

WITNESSETH

WHEREAS, the above parties desire to enter into a Shared Services Agreement pursuant to N.J.S.A. 40A:65-1 through 40A:65-35 to provide geese management of Wesley Lake; and,

WHEREAS, the City and Township have historically split the costs of geese management to the Lake and desire to continue that process; and,

NOW, THEREFORE, the parties **DO AGREE** as follows:

1. The Township and City agree to jointly engage the services of a third-party entity to provide geese management services for Wesley Lake.
2. The cost of geese management for 2024 shall not exceed a cost of \$14,400.00 which will be shared equally by the City and Township.
3. The Agreement shall be effective for five years from January 1, 2024 to December 31, 2028 with annual costs to be shared equally by the two municipalities.
4. The Agreement may be terminated by Resolution of either governing body by March 1st of any calendar year.

IN WITNESS WHEREOF the parties hereto have caused this **Shared Services Agreement** to be signed and attested to by their legal representatives as of the day, month and year indicated below.

CITY OF ASBURY PARK

SIGNED: John B. Moor, Mayor _____

ATTEST: Lisa Esposito, Municipal Clerk _____

DATED: _____

TOWNSHIP OF NEPTUNE

SIGNED: Tassie York, Mayor _____

ATTEST: Gabriella Siboni, Municipal Clerk _____

DATED: _____



Individual Resolutions
Meeting of the Municipal Council
Wednesday, March 27, 2024
RESOLUTION SUMMARY

2024-171

Resolution authorizing the purchase of office furniture needed for the Police Department totaling \$7,562.40 utilizing Police O&E funds. Quote obtained from The Hon Company c/o Tanner NJ based off of NJ State Contract #19-FOOD-00927.



RESOLUTION NO. 2024-171

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

**RESOLUTION AUTHORIZING THE PURCHASE OF OFFICE FURNITURE NEEDED
FOR THE POLICE DEPARTMENT**

WHEREAS, the City has a need to purchase office furniture for the Asbury Park Police Department; and

WHEREAS, the City has obtained the attached quotes from The Hon Company c/o Tanner North Jersey totaling \$7,562.40; and

WHEREAS, pricing is based off of NJ State Contract #19-FOOD-00927; and

WHEREAS, the City of Asbury Park is desirous of awarding the purchase of office furniture needed to the vendor listed above in an amount of \$7,562.40; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account 4-01-25-240-000-217. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the purchase of office furniture needed in the amount of \$7,562.40 and a copy of this Resolution shall be provided to the City Manager, CFO, Chief of Police and Director of Purchasing.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-171 which was finally adopted by the City Council at a meeting held on the 27th day of March, 2024

CERTIFIED BY ME THIS 28th DAY OF March, 2024.

LISA ESPOSITO
CITY CLERK



1251 Lakewood-Farmingdale Road
Howell, New Jersey 07731
732-886-9660 - www.tannernj.com

Please send Purchase Order to:
toby@tannernj.com

QUOTE

DATE	QUOTE #
02/26/24	EG40472A
SALES REP	PAYMENT TERMS
Eli Gelbwachs	Net 30

BILL TO:

City of Asbury Park
1 Municipal Plaza
Asbury Park, NJ 07712-7026

CUSTOMER PURCHASE ORDER

SHIP TO:

City of Asbury Park
1 Municipal Plaza
Asbury Park, NJ 07712-7026
ATTN: Tracey Bermes

PH: 732-502-5787
Tracey.Bermes@cityofasburypark.com

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
1	6.00	Hon HP3262 \$(L1STD) .PINC \$(P1) .P Metro 30Dx60W 2/2 Classic Dbl Ped Desk \$(L1STD) = Select Laminate: Grd L1 Standard Laminates .PINC = Select Grade 1 Laminate Finish: Pinnacle \$(P1) = Select Paint Color: P1 Paint Opts .P = Select Grade 1 Paint: Black	\$ 995.75	\$ 5,974.50
2	3.00	Hon HSGS6 .F .H \$(1) .CU 10 .P8V Accomodate Set of Two Guest Chairs .F = Select Arm Type: Fixed .H = Select Caster Option: Hard Caster \$(1) = Select Upholstery: Grade 1 Uph .CU = Grd 1 Upholstery Selection: Centurion 10 = Centurion: Black .P8V = Accomodate Frame Opt: Textured Titanium	\$ 529.30	\$ 1,587.90
3		NJ State Price- HON NJ State Contract Price Bid #19-FOOD-00927 Cooperative Pricing Exp 6/30/2024 Please make out this purchase order as follows, and forward to TNJ for processing: The Hon Company c/o Tanner NJ 200 Oak Street Muscatine, IA 52761		
4		Delivery and Assembly		



1251 Lakewood-Farmingdale Road
Howell, New Jersey 07731
732-886-9660 - www.tannernj.com

Please send Purchase Order to:
toby@tannernj.com

QUOTE

DATE	QUOTE #
02/26/24	EG40472A
SALES REP	PAYMENT TERMS
Eli Gelbwachs	Net 30

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
--------	-----	---------	------------	------------

WE ARE PLEASED TO QUOTE THE FOLLOWING ITEMS FOR YOUR APPROVAL. THESE ITEMS ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE SALE WHICH ARE PART OF THIS AGREEMENT. THE MERCHANDISE WILL BE ORDERED UPON RECEIPT OF THIS SIGNED CONTRACT AND DEPOSIT. THIS OFFER WILL EXPIRE 30 DAYS FROM THE QUOTATION DATE. THIS QUOTATION, WHEN ACCEPTED IS A CONTRACT BINDING ON BOTH PARTIES AND IS NOT SUBJECT TO CHANGE OR CANCELLATION EXCEPT BY WRITTEN CONSENT BY BOTH PARTIES.

X _____ Date 02/26/24
Eli Gelbwachs
Tanner New Jersey

X _____ Date _____
Title _____
City of Asbury Park

SUBTOTAL	\$7,562.4
FREIGHT	\$0.0
DELIVERY/SET-UP	\$0.0
SALES TAX (0%)	\$0.0
TOTAL	\$7,562.4

Attachment: THE HON COMPANY OFFICE FURNITURE (2024-171 : Authorizing the Purchase of Office Furniture for the Police Department)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, March 27, 2024
RESOLUTION SUMMARY

2024-172

Resolution authorizing the purchase of a 2024 Ford Edge SEL AWD for Social Services in the amount of \$43,064.00 utilizing Opioid Settlement Grant Funding.



RESOLUTION NO. 2024-172

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

RESOLUTION AUTHORIZING THE PURCHASE OF A VEHICLE FOR SOCIAL SERVICES

WHEREAS, the City has a need to purchase a vehicle for Social Services; and

WHEREAS, the City has solicited and obtained quotes from All American Ford, Lester Glenn Ford and Sea Breeze Ford; and

WHEREAS, the City of Asbury Park is desirous of awarding the purchase of a 2024 Ford Edge SEL AWD to All American Ford in the amount of \$43,064.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account: G-02-43-956-022-217. 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 authorizes the purchase outlined in this Resolution for a total amount of \$43,064.00 for a 2024 Ford Edge SEL AWD from All American Ford; and

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

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-172 which was finally adopted by the City Council at a meeting held on the 27th day of March, 2024

CERTIFIED BY ME THIS 28th DAY OF March, 2024.

LISA ESPOSITO
CITY CLERK

DEALER	MAKE & MODEL	PRICE	CONTACTS
SeaBreeze	2024 Ford Edge SEL AWD 4	\$ 46,542.00	Gary Rossi
Lester Glenn	2024 Ford Edge SEL AWD 4	\$ 44,454.00	Kaylie Baggio
All American	2024 Ford Edge SEL AWD	\$ 43,064.00	Mark Powell
All American	2024 Ford Edge SEL AWD	\$ 43,124.00	Shaha Higgins

WEBSITES
https://www.seabreezeford.com/new-Wall+Township-2024-Ford-Edge-SEL-2FMPK4J9XRBA61246
https://www.lesterglennford.net/new/Ford/2024-Ford-Edge-4d00f7410a0e0a9047746b03547215a3.htm
https://www.allamericanfordinpointpleasant.com/api/vhcliaa/inventory/14996/window-sticker?sv=MgBGAE0AUABLADQASgA5ADYAUgBCAEEMgA5ADg
https://www.allamericanfordinpointpleasant.com/api/vhcliaa/inventory/14996/window-sticker?sv=MgBGAE0AUABLADQASgA5ADIAUgBCAEENQA5ADY

Attachment: 2024 FORD EDGE SEL AWD (2024-172 : Authorizing the purchase of a vehicle for Social



Individual Resolutions
Meeting of the Municipal Council
Wednesday, March 27, 2024
RESOLUTION SUMMARY

2024-173

Resolution authorizing the purchase of 2024 seasonal beach badges needed to operate the Beach Department. \$6,590.00



RESOLUTION NO. 2024-173

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

RESOLUTION AUTHORIZING PURCHASE OF 2024 SEASONAL BEACH BADGES

WHEREAS, the City of Asbury Park ("City") has a need to purchase 2024 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 \$6,590.00; 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 4-05-55-502-000-205 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 2024 seasonal beach badges for the Beach Department in the amount of \$6,590.00 and a copy of this Resolution shall be provided to the Beach Manager, City Manager, CFO and Purchasing Agent.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-173 which was finally adopted by the City Council at a meeting held on the 27th day of March, 2024

CERTIFIED BY ME THIS 28th DAY OF March, 2024.

LISA ESPOSITO
CITY CLERK



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

Order Approval: 3427

Date Ordered: 3/5/24
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		DOR	Holly Wilson	UPS Ground Commercial

Qty	Part Number	Color	Description	Unit Price	Total Price
14000	TAG24		2024 Adult Seasonal Tags	0.30	4,200.00
4500	TAG24		2024 Senior Seasonal Tags	0.30	1,350.00
2000	TAG24		2024 Teen Seasonal Tags	0.30	600.00
300	TAG24		2024 Veteran Seasonal Tags	0.30	90.00

20800

Subtotal	6,240.00
Sales Tax	
Shipping	350.00
Total	6,590.00
Paid	
Balance	6,590.00

Note:

Please provide payment/purchase order number at time of approval. You can pay online at www.jerseycapetags.com/paymybill.htm

Turnaround times are subject to change.

Additional fees will occur for design changes after production, rush order requests, special packaging, metallic colors, and reshipment on returned packages.

Authorized By: Signature

Printed Name

Title

Date

Report Date: 3/5/2024
Page # 1/1

Packet Pg. 102

Attachment: JERSEY CAPE SEASONAL BEACH BADGES (2024-173 : Authorizing the Purchase of 2024 Seasonal Beach Badges)

CITY OF ASBURY PARK
Department of Public Works
PURCHASE REQUEST

DATE 3/8/2024

Beach Utility

DESCRIPTION of Purchase: Season Badges

REASON for Purchase: Season Badges for Summer2024

AMOUNT: \$ 6,590

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: JERSEY CAPE SEASONAL BEACH BADGES (2024-173 : Authorizing the Purchase of 2024 Seasonal Beach Badges)



Disability Services

Jersey Cape Diagnostic, Training, and Opportunity Center, Inc.

www.jerseycapc.org

SERVING THE JERSEY CAPE REGION SINCE 1973!

Jersey Cape Diagnostic, Training, and Opportunity Center, Inc., also simply known as "Jersey Cape", has helped over 5,000 individuals in their vocational goals.

We assist individuals in reaching their maximum potential for leading independent, satisfying lives as members of the community. To do this, we offer multiple services with the end goal oriented towards helping at risk individuals achieve their goals and greater independence.

The Disability Services division of Jersey Cape Diagnostic, Training, and Opportunity Center, Inc. assists individuals with intellectual and developmental disabilities in the Jersey Cape region in transition planning, college and post-secondary options, vocational training, supported employment, benefits coordination, day program and enrichment opportunities, health and wellness support options, and preparing for and acquiring employment. We have over 45 years of experience and success in assisting disabled individuals with their desire to work and we are accredited by the Commission on Accreditation of Rehabilitation Facilities (CARF). Overall, this results in a positive effect on the region's unique economy and workforce development.



PARTNERS:



*Cape May County
Fare Free Transportation*

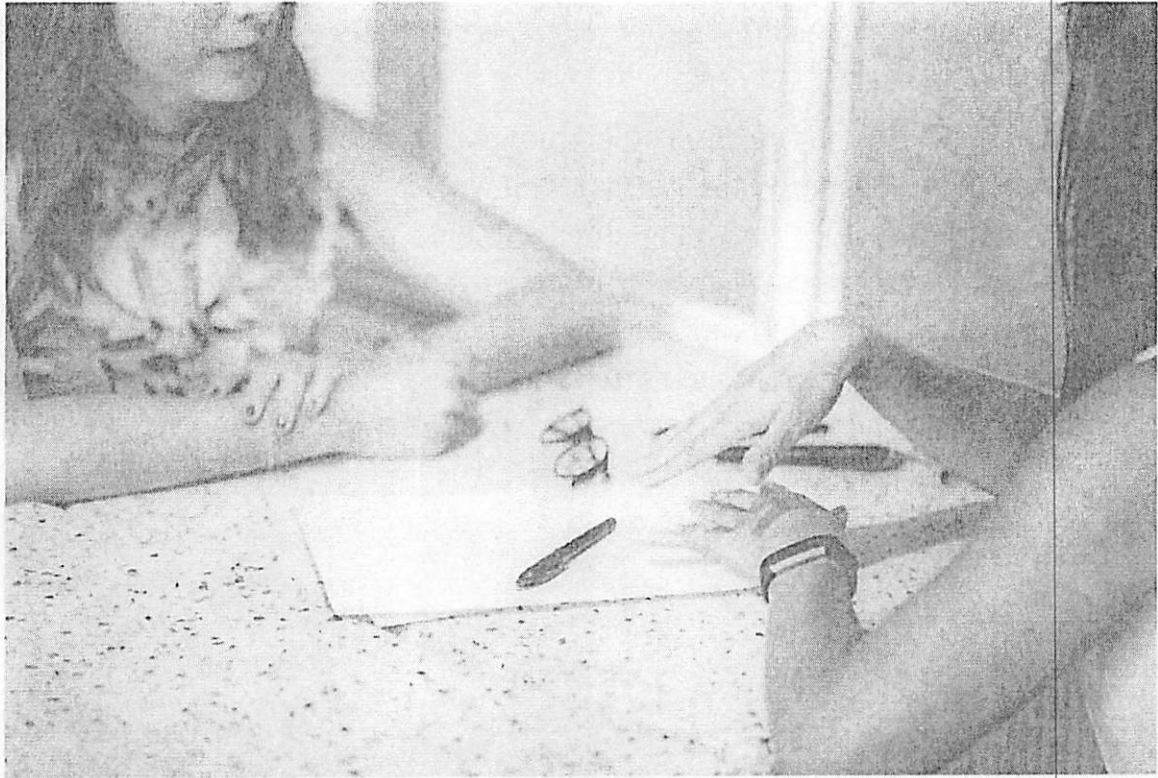


"Our ultimate goal is to get individuals out into the community to get jobs. We are dedicated to your success!"

~ Joe Sittineri

Executive Director

Benefits Counseling



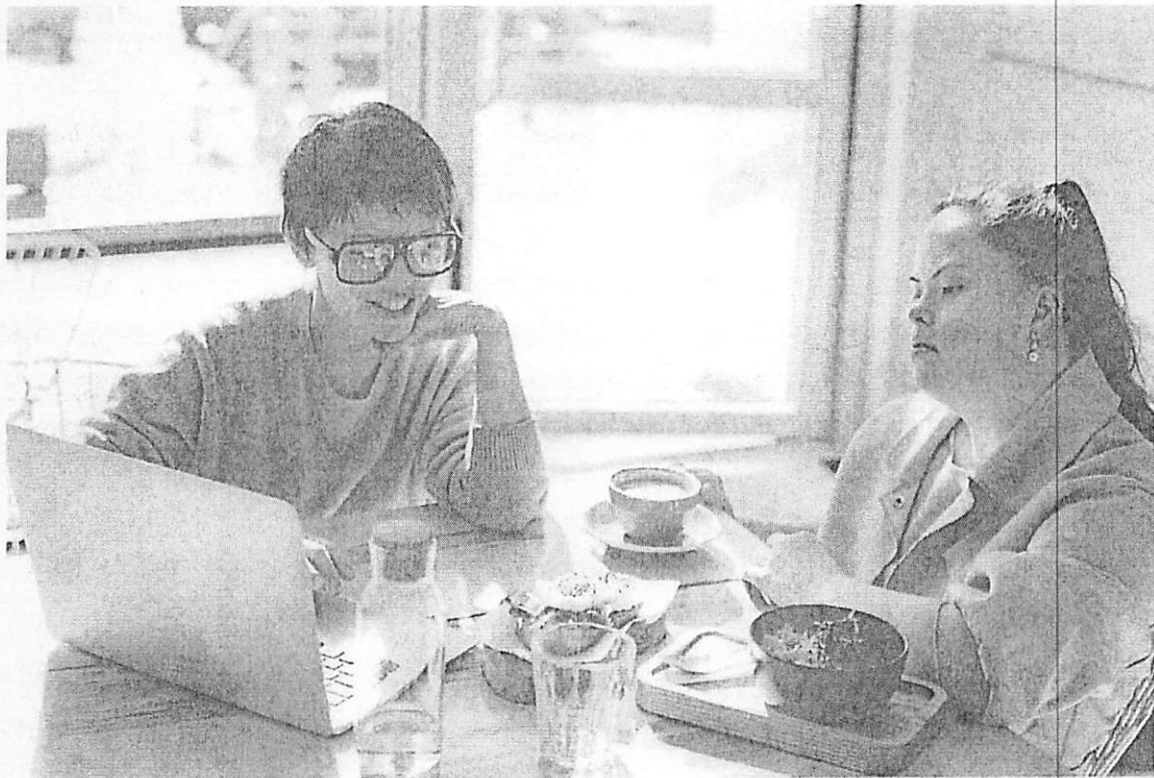
Benefits Counseling is a service that helps individuals with disabilities and their families understand how employment and other life decisions will impact their benefits. This service helps each individual understand what benefits the individual receives and why, the work incentives available when they go to work, impacts from earned income, reporting requirements, and how to save money and build assets for self-sufficiency.

Day Program



At Jersey Cape's Day Program, adults over 21 with intellectual and developmental disabilities in Cape May County achieve new goals, interact with others, and enjoy meaningful activities. The service provides social and community-based opportunities while addressing each individual's needs. Centrally located at our Cape May Court House location, the service operates year-round and is approved by the NJ Division of Developmental Disabilities (DDD) for qualified persons. Participants maintain a structured day for up to 30 hours a week.

Pre-Employment Transition Services (Pre-ETS)



Through our Pre-Employment Transition Services (Pre-ETS), trained counselors empower youth with disabilities to achieve their highest employment potential. Services include job exploration counseling, work-based learning experiences both in-school and out-of-school, counseling for enrollment in postsecondary education, workplace readiness training to develop social skills and independent living, and instruction in self-advocacy. This service is available to youth ages 14 to 21 who are currently enrolled in school and are receiving services through an IEP or 504 plan.

Supported Employment (SE)



We offer a mobile and community-based supported employment service that provides assistance to all qualified individuals in their selection, attainment, and retention of integrated employment. Professional career counselors provide vocational assessments, career counseling, job search assistance, job skill training, and long-term follow-up support. Individuals work one-on-one with their own employment consultant to strengthen job-related skills, prepare for the application/interview process, master the essential functions of the job, and learn how to stay employed.

Ticket to Work



The Ticket to Work service is a good fit for Social Security disability beneficiaries age 18 through 64 who want to improve their earning potential and are committed to preparing for long-term success in the workplace. People with disabilities can make progress toward financial independence through career development services and support that is unique to them.

Transitional Employment



We provide vocational rehabilitation services to individuals with disabilities who need assistance in finding and sustaining employment. This includes training of job task performance, employment related soft skills, and counseling on the various barriers that an individual with a disability may face. Through a comprehensive career counseling and transitional employment service, we provide a work training environment that mirrors the career opportunities of our community and serves as an intermediate step towards helping individuals secure their ideal employment outcomes.

Want to learn more about everything
Jersey Cape has to offer?

Visit us at www.jerseycape.org!

You can also call us at 609-465-4117.





Individual Resolutions
Meeting of the Municipal Council
Wednesday, March 27, 2024
RESOLUTION SUMMARY

2024-174

Resolution awarding the RFP for Electronic Beach Badge System to WRSTBND at zero cost to the City.



RESOLUTION NO. 2024-174

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

RESOLUTION AWARDING ELECTRONIC BEACH BADGE SYSTEM FOR THE CITY OF ASBURY PARK

WHEREAS, on Thursday, February 29, 2024 the City of Asbury Park (the “City”) accepted proposals for Electronic Beach Badge System; and

WHEREAS, the City received two (2) proposals on or prior to the advertised due date; and

WHEREAS, the proposals received are as follows:

1. WRSTBND;
2. Direct Technology Holdings Inc. d/b/a Yodel Pass;

WHEREAS, in accordance with the methodology specified in the RFP, the Beach Safety Supervisor, the Director of Capital Projects and Public Facilities and Director of Information Technology reviewed and ranked the proposals received and conducted interviews;

WHEREAS, in a memorandum dated March 18, 2024, the Beach Safety Supervisor provided a letter of recommendation in which he recommended that the contract for electronic beach badge system be awarded to WRSTBND; and

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

WHEREAS, in accordance with the Beach Safety Supervisor's recommendation, the Mayor and Council now wish to authorize the award of a contract to WRSTBND for the electronic beach badge system at zero cost to the City of Asbury Park.

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

1. The contract for the electronic beach badge system is hereby awarded to WRSTBND, in accordance with its proposal.
2. The City is hereby authorized to enter into an Agreement with WRSTBND for electronic beach badge system, which Agreement shall incorporate all of the requirements set forth in the RFP and shall be in a form satisfactory to the City

Attorney and City Manager.

3. The Mayor is hereby authorized to execute, and the City Clerk to attest, said Agreement.
4. All other City officials and/or employees are hereby authorized to perform such actions as are necessary in order to further the intentions of the within Resolution.
5. After notification of award, but prior to execution of a contract, WRSTBND must execute and submit the following:
 - a. Mandatory Equal Employment Opportunity Language
 - b. Required Evidence Affirmative Action Regulations
 - c. Americans with Disabilities Act Compliance Statement
 - d. New Jersey Anti-Discrimination Provisions
 - e. Internal Revenue Service (IRS) Form W-9
 - f. State of New Jersey Business Registration Certificate
 - g. Certificate of Employee Information Report
5. That a certified copy of this Resolution shall be provided to each of the following:
 - (a) Holly Haughney, WRSTBND
 - (b) Lillian L. Nazzaro, City Manager
 - (c) Joe Bongiovanni, Beach Safety Supervisor
 - (d) JoAnn Boos, CFO
 - (e) Tracy Lizardi, Director of Purchasing
 - (f) Frederick C. Raffetto, Esq., Municipal Attorney

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-174 which was finally adopted by the City Council at a meeting held on the 27th day of March, 2024

CERTIFIED BY ME THIS 28th DAY OF March, 2024.

LISA ESPOSITO
CITY CLERK

CITY OF ASBURY PARK
PUBLIC WORKS COMPLEX
9 MAIN STREET
ASBURY PARK, NEW JERSEY 07712

PHONE: (732) 775-0900
FAX: (732) 775-8169
WWW.CITYOFASBURY PARK.COM/DPW



JOHN MOOR, MAYOR
AMY QUINN, DEPUTY MAYOR
ANGELA AHBEZ-ANDERSON, COUNCILMEMBER
EILEEN CHAPMAN, COUNCILMEMBER
YVONNE CLAYTON, COUNCILMEMBER

LILLIAN L. NAZZARO, ESQ., CITY MANAGER
LISA ESPOSITO, RMC, CITY CLERK

DEPARTMENT OF PUBLIC WORKS
DIRECTOR OF CAPITAL PROJECTS AND PUBLIC FACILITIES, ROBERT BIANCHINI, C.E.T., C.P.W.M.
ASSISTANT PUBLIC WORKS DIRECTOR, GREG TORO, C.E.T., C.P.W.M.

To: Mayor & Council
From: Joe Bongiovanni
Beach Safety Supervisor
City of Asbury Park
RE: VIPLY replacement

March 18, 2024

Tracy,

On February 29, 2024 the City of Asbury Park received two proposals for Electronic Beach Badge System RFP. Those vendors were:

DIRECT TECHNOLOGY HOLDINGS INC dba YODEL PASS
515 MADISON AVENUE SUITE 8146
NEW YORK, NY 10022

WRSTBND
250 PLAUCHE STREET
ELMWOOD, LA 70123

On Tuesday March 12, 2024, JoAnn Boos, James Foster, Robert Bianchini, Greg Toro, Joe Dellargione, Nate McAllister, Dan Patchkowski, and myself, met with Conway Solomon from WRSTBND. Mr. Solomon was able to answer all our concerns regarding the use of WRSTBND as a replacement of VIPLY for the sale of our Seasonal and Daily beach passes. WRSTBND will design a platform to specifically meet the needs of the City of Asbury Park. They will provide, free of charge, scanners needed by our staff to link with their platform. I also spoke with the towns of Belmar and Sea Girt who have used WRSTBND for the past few years. They both gave WRSTBND an excellent recommendation. WRSTBND will also provide training for our staff and will have people on site Memorial Day weekend to assist staff and help to ensure a seamless transition to their platform.

On Thursday March 14, I met, via Zoom Conference, with Jeremy Crowly from Yodel. Yodel's platform was similar to WRSTBND'S platform. However, the fees charged by Yodel, were higher than WRSTBND's fees, and would require the City of Asbury Park to purchase 20 scanning devices at \$450.00 each. Joe Dellagione and I looked at customer reviews of Yodel on the App store, and found very poor reviews from existing users of Yodel.

Attachment: LETTER OF RECOMMENDATION 3.18.24 (2024-174 : Award of Electronic Beach Badge System)

After some discussion, we were all in agreement that WRSTBND is the better platform available to replace the VIPLY App.

Sincerely,

Joe Bongiovanni
Beach Safety Supervisor
City of Asbury Park

Attachment: LETTER OF RECOMMENDATION 3.18.24 (2024-174 : Award of Electronic Beach Badge System)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, March 27, 2024
RESOLUTION SUMMARY

2024-175

Resolution authorizing geese management at Sunset Park for 2024 with Birds Beware. Quotes Received: Birds Beware \$14,400 with no additional charges for egg addling, Geese Chasers \$15,588 with additional \$99 per nest for egg addling.



RESOLUTION NO. 2024-175

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

RESOLUTION AUTHORIZING GEESE MANAGEMENT AT SUNSET PARK

WHEREAS, there exists the need for the City of Asbury Park to provide geese management at Sunset Park for 2024; and

WHEREAS, the City has solicited and obtained two quotes from Birds Beware and Geese Chasers LLC; and

WHEREAS, the City of Asbury Park is desirous of awarding geese management for 2024 to Birds Beware at a monthly rate of \$1,200.00 with no additional charges for egg addling; and

WHEREAS, the total amount paid shall not exceed \$14,400.00; and

WHEREAS, the Chief Financial Officer has certified that funds will be available in the following account 4-01-20-100-000-207 of the 2024 budget. 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 authorizes geese management at Sunset Park with Birds Beware effective January 1, 2024 through December 31, 2024; and

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

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-175 which was finally adopted by the City Council at a meeting held on the 27th day of March, 2024

CERTIFIED BY ME THIS 28th DAY OF March, 2024.

LISA ESPOSITO
CITY CLERK



50 Townsend Drive, Middletown, NJ 07748 Tel/Fax (732) 671-6377

www.BirdsAndGeeseBeware.com Paul@birdsandgeesebeware.com

February 11, 2024

City of Asbury
One Municipal Plaza
Asbury Park, NJ 07712

Re: Goose control - Sunset Park

The following information and proposal will detail our estimate for the above location.

As a public health pest, birds can harbor disease organisms, which may affect people, pets, and domesticated animals. Birds frequently deposit their manure indiscriminately on sidewalks, people, buildings, park benches, statues, and cars. The droppings are not only objectionable to the eye and nose, but can permanently stain and/or cause premature rusting and corrosion of some metal structures and objects. Large amounts of droppings can severely damage and/or kill valuable trees and other vegetation.

More than 60 transmittable diseases (some of which are fatal) are associated with pigeons, starlings and house sparrows. For example:

Histoplasmosis is a respiratory disease that may be fatal. It results from a fungus growing in dried bird droppings.

Cryptococcosis is caused by yeast found in the intestinal tract of pigeons and starlings. The illness often begins as a pulmonary disease and may later affect the central nervous system. Since attics, cupolas, ledges, schools, offices, warehouses, mills, barns, park buildings, signs, etc. are typical roosting and nesting sites, the fungus is apt to be found in these areas.

St. Louis Encephalitis, an inflammation of the nervous system, usually causes drowsiness, headache and fever. It may even result in paralysis, coma or death. St. Louis encephalitis occurs in all age groups but is especially fatal to persons over age 60. The disease is spread by mosquitos, which have fed on infected house sparrow, pigeons and house finches carrying the Group B virus responsible for St. Louis encephalitis.

Salmonellosis often occurs as *food poisoning* and can be traced to pigeons, starlings and sparrows. The disease bacteria are found in bird droppings; dust from droppings can be sucked through ventilators and air conditioners,

contaminating food and cooking surfaces in restaurants, homes and food processing plants.

To provide the control of Geese from your property we recommend the following:

Hazing

We will provide a hazing program using Border Collies. This program will consist of multiple visits per week, seven days a week if needed and at times twice a day varying the times so the geese wont be accustom to a routine. Geese tend to migrate during the colder months and snow covered times. Because geese are always flying and looking for a new safe feeding area. Geese tend to remain in this region all year long.

Because Wild geese are protected under the Migratory Bird Treaty Act we will not harm the Geese, just haze them so they seek other areas to feed, roost and nest.

The goal is to haze the geese enough that they will look for a new nesting and feeding area.

During our service we can provide Egg Addling. This is the process of treating the eggs by shaking, freezing, coating with oil or puncturing the eggs. The land owner/manager is responsible for applying for the permits. Birds Beware Inc will provide this service at

NO ADDITIONAL CHARGE and will be done during our routine service.

We will provide service to:

- Sunset park (located on the West end of Sunset lake
- grass area located on North and South lake banks
- Entire Sunset lake

The cost for this custom Goose hazing program, which includes multiple visits per week is **\$1200.00** per month plus any applicable sales tax.

Egg Addling done at **NO ADDITIONAL CHARGE**

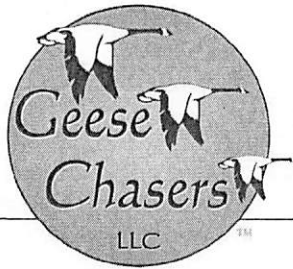
Invoice is emailed at the beginning of the service month.

Sincerely,

Paul Scammacca
Bird Control Specialist

Acceptance signature of proposal and terms

Date



4 Milton Drive
Medford, NJ 08055
856-912-2764
deborah@geesechasers.com

Asbury Park
Traci Lizardi
One Municipal Plaza
Asbury Park, NJ 07712
732-502-5710
Tracy.lizardi@cityofasburypark.com

17 January 2024

Dear Tracy,
Please accept this *Geese Chasers' LLC renewal* proposal for clearing and maintaining a virtually geese free environment year-round for: **Sunset Park, Asbury Park NJ.**

Maintenance Phase: Involves daily visit, as needed, to maintain a virtually geese-free environment year-round. Maintenance is an ongoing program. The Canada goose population in your area is out of control and our maintenance program assures that the geese in the area know that your property is not a safe place for them. Our program triggers the *predatory response* inherent in geese. Also, any migrating geese looking for a place to feed, roost or nest will move on when exposed to our methods.

Cost = \$1299 monthly no tax since you are exempt

Egg Addling is \$99 per nest. We can provide assistance with obtaining free permits.
ON CALL at no extra Charge! GPS tracking available -get an automatic email when we are onsite.

When approved, please sign, scan and email back deborah@geesechasers.com

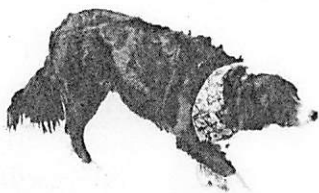
Approved,

Approved,

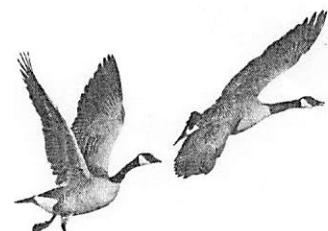
X _____
Deborah N Young/COO

X _____
Asbury Park

Dates of Service: _____



"THE #1 NAME in GOOSE CONTROL"
www.GeeseChasers.com





Individual Resolutions
Meeting of the Municipal Council
Wednesday, March 27, 2024
RESOLUTION SUMMARY

2024-176

Resolution approving change order #3 for New Fire Department Headquarters in an additional amount of \$12,606.13. This change order is for costs to add underground conduit for tele/data connectivity. Change order 3 results in a new contract amount of \$18,176,943.75.



RESOLUTION NO. 2024-176

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

RESOLUTION APPROVING CHANGE ORDER #3 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 Engineer is requesting Change Order #3 in the amount of \$12,606.13 and represents an increase to the original contract sum with a new contract amount of eighteen million one hundred seventy-six thousand nine hundred forty-three dollars and seventy-five cents (\$18,176,943.75); and

WHEREAS, the change order is for costs to add underground conduits from the Asbury Park Transit tunnel building to the new Fire Department for tele/data connectivity needed; 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 3 shall not exceed twelve thousand six hundred six dollars and thirteen cents (\$12,606.13).

BE IT FURTHER RESOLVED that the City Mayor is hereby authorized to execute Change Order Number 3 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, City Manager and Director of Purchasing.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-176 which was finally adopted by the City Council at a meeting held on the 27th day of March, 2024

CERTIFIED BY ME THIS 28th DAY OF March, 2024.

LISA ESPOSITO
CITY CLERK



YOUR GOALS. OUR MISSION.

March 15, 2024

(via email)

Ms. JoAnn Boos, CFO
 City of Asbury Park
 1 Municipal Plaza
 Asbury Park, NJ 07712

RE: Asbury Park Fire Department Headquarters
 Change Order #3
 T&M File No.: ASPK-00789
 ASPK PO No.: 23-02172

Enclosed, please find Change Order #003 in the total amount of twelve thousand six hundred and six dollars and thirteen cents (\$12,606.13) from Wallace Brothers Inc., the General Contractor for the referenced project.

This change order represents costs as follows:

Change Request No.	Change Order No.	Description	Value
006	03	Cost to add underground conduits from the Asbury Park transit tunnel building to the new Fire Department for tele/data connectivity as requested by Asbury Park I.T.	\$12,606.13
		Total	\$12,606.13

We have reviewed the work represented in this change order with Shore Point Architects, their design consultants, and Joe Dellaragione and all confirmed that the changes are required, and the costs appear reasonable; therefore, we recommend approval of Change Order #003 in the total amount of \$12,606.13. If you concur, please sign and return one copy of the attached Change Order for our records and distribution.

If you have any questions, please do not hesitate to contact us.

T&M Associates,

Elizabeth Lawler, CCM
 Group Manager

cc: Lillian L. Nazzaro, Esq. City Manager
 Tracy Lizardi, City of Asbury Park Director of Purchasing
 Chief Kevin Keddy, Asbury Park Fire Department
 Stephen J. Carlidge and Brian Koczan, Shore Point Architecture
 Jason Harzold and Ryszard Wojnarski, T&M Associates

Enclosures

\\Tandmassociates.local\Public\Projects\ASPK\00789\Change Orders\Change Orders\Change Order #3\ASPK00789 Change Order No.3Cover Letter.docx



AIA Document G731™ – 2019

Change Order, Construction Manager as Adviser Edition

PROJECT: <i>(name and address)</i> New Asbury Park Fire Department Headquarters	CONTRACT INFORMATION: Contract For: General Construction Date: May 5, 2023	CHANGE ORDER INFORMATION: Change Order Number: 003 Date: 03/08/2024
OWNER: <i>(name and address)</i> The City of Asbury Park One Municipal Plaza Asbury Park, NJ 07712	ARCHITECT: <i>(name and address)</i> Shore Point Architecture, PA 108 South Main Street Ocean Grove, NJ 07756	CONSTRUCTION MANAGER: <i>(name and address)</i> T&M Associates 1144 Hooper Avenue, Suite 202 Toms River, NJ 08753
CONTRACTOR: <i>(name and address)</i> Wallace Brothers, Inc. 400 Chambers Bridge Road, Brick, NJ 08723		

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 credits and costs as described below and in the attached approved PCO Numbers:

#000006	Cost to supply and install (2) 1" PVC conduits from the electrical room in the new fire department to NJ Transit Tunnel as requested by Asbury Park I.T.	\$12,606.13
---------	--	-------------

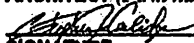
All of the above are expressly incorporated herein and are made a part hereof

The original Contract Sum was	\$	18,084,000.00
Net change by previously authorized Change Orders	\$	80,337.62
The Contract Sum prior to this Change Order was	\$	18,164,337.62
The Contract Sum will be increased by this Change Order in the amount of	\$	12,606.13
The new Contract Sum including this Change Order will be	\$	18,176,943.75

The Contract Time will be increased by Zero (0) days.
The Contractor's Work shall be substantially complete on

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.

Shore Point Architecture, PA ARCHITECT <i>(Firm name)</i>  SIGNATURE Stephen J. Carlidge, AIA PRINTED NAME AND TITLE 3/11/24 DATE:	T&M Associates CONSTRUCTION MANAGER <i>(Firm name)</i>  SIGNATURE Elizabeth Lawler, CCM, Group Manager PRINTED NAME AND TITLE March 12, 2024 DATE:
Wallace Brothers, Inc. CONTRACTOR <i>(Firm name)</i>	The City of Asbury Park OWNER <i>(Firm name)</i>

AIA Document G731 – 2019 (formerly G701™ CMA – 1992). Copyright © 1992 and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:52:09 ET on 03/08/2024 under Order No.2114455512 which expires on 08/22/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

(3B9ADA4C)

Attachment: CHANGE ORDER 3 FIRE DEPARTMENT HEADQUARTERS (2024-176 : Change Order #3 for Fire Department Headquarters)


 SIGNATURE
 STEVE WALLACE PRES
 PRINTED NAME AND TITLE
 5/15/24
 DATE:

SIGNATURE
 PRINTED NAME AND TITLE
 DATE:



Individual Resolutions
Meeting of the Municipal Council
Wednesday, March 27, 2024
RESOLUTION SUMMARY

2024-177

Resolution authorizing 2024 fertilizer and weed control program at various locations citywide with Controlled Growth utilizing O&E funds. Quotes Received: Controlled Growth \$21,930 and By Design Landscaping \$26,340.



RESOLUTION NO. 2024-177

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

RESOLUTION AUTHORIZING A FERTILIZER AND WEED CONTROL PROGRAM AT VARIOUS LOCATIONS CITYWIDE WITH CONTROLLED GROWTH FOR 2024

WHEREAS, there exists the need for the City of Asbury Park to provide a fertilizer and weed control program at various locations citywide for 2024; and

WHEREAS, the City has solicited and obtained two quotes from Controlled Growth, LLC and By Design Landscaping, Inc.; and

WHEREAS, the City of Asbury Park is desirous of awarding a fertilizer and weed control program for 2024 to Controlled Growth, LLC at the annual rate of \$21,930.00; and

WHEREAS, the Chief Financial Officer has certified that funds will be available in the following account 4-01-26-310-000-218 of the 2024 budget . 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 authorizes a fertilizer and weed control program at various locations Citywide for 2024 with Controlled Growth, LLC in the form attached hereto effective March 28, 2024 through December 31, 2024; and

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

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-177 which was finally adopted by the City Council at a meeting held on the 27th day of March, 2024

CERTIFIED BY ME THIS 28th DAY OF March, 2024.

LISA ESPOSITO
CITY CLERK



CONTROLLED GROWTH LLC



3.D.10.a

LAWN AND TREE CARE SPECIALISTS

professional service, amazing results

We specialize in:

- Lawn Fertilization, Weed & Pest Control*
- Slice Seeding
- Core Aeration
- Liming
- Disease Control (Lawn & Trees)
- Tick Programs*
- Bed Weed Programs*
- Tree & Shrub Care*
- Soil Testing
- Mosquito Control*
- Spotted Lanternfly Control

*Organic Programs Available

Call us for a FREE analysis

732-534-5321

office@controlledgrowthnj.com

Lawn Care Tick & Mosquito Spotted Lanternfly Tree & Shrub

A beautifully well maintained landscape greatly enhances the value of your property, and adds to the overall quality of life that you deserve. Creating and maintaining a healthy lawn takes more than just watering and mowing. It takes a carefully customized lawn care program, managed by our experienced and licensed lawn care specialists.

Get the beautiful green lawn you've always dreamed of with a little help from our certified and licensed applicators at Controlled Growth.

Learn more about us at www.controlledgrowthnj.com

Licensed and Fully Insured



Business Pesticide License #91177B
NJ Tree Company Business Reg. #NJTC772524
Licensed Tree Care Operator LTCO #489
ISA Certified Arborist #NJ1060A
NJ Certified Fertilizer Applicator #C000686 Rutgers
Organic Land Care Certificate
Licensed Tree Expert LTE #1

Packet Pg. 132

Attachment: CONTROLLED GROWTH (2024-177 : Authorizing Fertilizer and Weed Control at Various Locations Citywide for 2024)

City of Asbury Park
Robert Bianchini
Downtown Business District
Asbury Park, Nj 07712



2024 Bed Weed Control Program

1. Spring: (1) application of pre-emergent & post-emergent to all beds, pavers & walkways - \$990
2. Late Spring: (1) application of pre-emergent & post-emergent to all beds, pavers & walkways - \$990
3. Summer: (1) application of pre-emergent & post-emergent to all beds, pavers & walkways - \$990
4. Late Summer: (1) application of pre-emergent & post-emergent to all beds, pavers & walkways - \$990
5. Fall: (1) application of pre-emergent & post-emergent to all beds, pavers & walkways - \$990
6. Late Fall: (1) application of pre-emergent & post-emergent to all beds, pavers & walkways - \$990

Season total - \$5940.00+tax

Approval _____ Date _____

Thanks,

John Hurst
Operations Manager
John@ControlledGrowthNj.com
732-927-0928



2640 Route 70, building 4, Manasquan NJ 08736 Pesticide #91177B

City of Asbury Park
Robert Bianchini
Library Park
Grand Ave. to Heck St.
Asbury Ave. to 1st Ave.
Asbury Park, NJ 07712



2/12/24

2024 Turf Care Fertilizer & Weed Control Program

1. Spring: (1) application of granular fertilizer with crabgrass pre-emergent & liquid broadleaf weed control - \$585.00
2. Late Spring: (1) application of granular fertilizer with crabgrass pre-emergent & liquid broadleaf weed control - \$585.00
3. Summer: (1) application of granular fertilizer and liquid broadleaf weed control - \$585.00
4. Late Summer: (1) application of granular fertilizer and liquid broadleaf weed control - \$585.00
5. Fall: (1) application of granular fertilizer and liquid broadleaf weed control - \$585.00
6. Late Fall: (1) application of granular fertilizer and liquid broadleaf weed control - \$585.00

Season total - \$3,510.00+tax

Approval _____ Date _____

Thanks,

John Hurst
Operations Manager
John@ControlledGrowthNJ.com
732-927-0928




CONTROLLED GROWTH LLC

City of Asbury Park
Robert Bianchini
East Lake Ave.
Along Wesley Lake
Bond St. to St. James St.
Asbury Park, Nj 07712

2/12/24

2024 Turf Care Fertilizer & Weed Control Program

1. Spring: (1) application of granular fertilizer with crabgrass pre-emergent & liquid broadleaf weed control - \$390.00
2. Late Spring: (1) application of granular fertilizer with crabgrass pre-emergent & liquid broadleaf weed control - \$390.00
3. Summer: (1) application of granular fertilizer and liquid broadleaf weed control - \$390.00
4. Late Summer: (1) application of granular fertilizer and liquid broadleaf weed control - \$390.00
5. Fall: (1) application of granular fertilizer and liquid broadleaf weed control - \$390.00
6. Late Fall: (1) application of granular fertilizer and liquid broadleaf weed control - \$390.00

Season total - \$2,340.00+tax

Approval _____ Date _____

Thanks,

John Hurst
Operations Manager
John@ControlledGrowthNj.com
732-927-0928




CONTROLLED GROWTH LLC

City of Asbury Park
Robert Bianchini
City Hall
1 Municipal Plaza
Asbury Park, NJ 07712

2/12/24

2024 Bed Weed Control Program

1. Spring: (1) application of pre-emergent & post-emergent to all beds, pavers & walkways - \$250.00
2. Late Spring: (1) application of pre-emergent & post-emergent to all beds, pavers & walkways - \$250.00
3. Summer: (1) application of pre-emergent & post-emergent to all beds, pavers & walkways - \$250.00
4. Late Summer: (1) application of pre-emergent & post-emergent to all beds, pavers & walkways - \$250.00
5. Fall: (1) application of pre-emergent & post-emergent to all beds, pavers & walkways - \$250.00
6. Late Fall: (1) application of pre-emergent & post-emergent to all beds, pavers & walkways - \$250.00

Season total - \$1,500.00+tax

Approval _____ Date _____

Thanks,

John Hurst
Operations Manager
John@ControlledGrowthNj.com
732-927-0928

City of Asbury Park
Robert Bianchini
City Hall
1 Municipal Plaza
Asbury Park, NJ 07712



2/12/24

2024 Turf Care Fertilizer & Weed Control Program

1. Spring: (1) application of granular fertilizer with crabgrass pre-emergent & liquid broadleaf weed control - \$195.00
2. Late Spring: (1) application of granular fertilizer with crabgrass pre-emergent & liquid broadleaf weed control - \$195.00
3. Summer: (1) application of granular fertilizer and liquid broadleaf weed control - \$195.00
4. Late Summer: (1) application of granular fertilizer and liquid broadleaf weed control - \$195.00
5. Fall: (1) application of granular fertilizer and liquid broadleaf weed control - \$195.00
6. Late Fall: (1) application of granular fertilizer and liquid broadleaf weed control - \$195.00

Season total - \$1,170.00+tax

Approval _____ Date _____

Thanks,

John Hurst
Operations Manager
John@ControlledGrowthNJ.com
732-927-0928



City of Asbury Park
Robert Bianchini
Main St. Park
Main St to Bond St.
5th Ave. to Sunset Ave.
Asbury Park, Nj 07712



2/12/24

2024 Turf Care Fertilizer & Weed Control Program

1. Spring: (1) application of granular fertilizer with crabgrass pre-emergent & liquid broadleaf weed control - \$487.00
2. Late Spring: (1) application of granular fertilizer with crabgrass pre-emergent & liquid broadleaf weed control - \$487.00
3. Summer: (1) application of granular fertilizer and liquid broadleaf weed control - \$487.00
4. Late Summer: (1) application of granular fertilizer and liquid broadleaf weed control - \$487.00
5. Fall: (1) application of granular fertilizer and liquid broadleaf weed control - \$487.00
6. Late Fall: (1) application of granular fertilizer and liquid broadleaf weed control - \$487.00

Season total - \$2,922.00+tax

Approval _____ Date _____

Thanks,

John Hurst
Operations Manager
John@ControlledGrowthNj.com
732-927-0928



City of Asbury Park
Robert Bianchini
Bradley Park
101 5th Ave.
Asbury Park, Nj 07712



2/12/24

2024 Turf Care Fertilizer & Weed Control Program

1. Spring: (1) application of granular fertilizer with crabgrass pre-emergent & liquid broadleaf weed control - \$450.00
2. Late Spring: (1) application of granular fertilizer with crabgrass pre-emergent & liquid broadleaf weed control - \$450.00
3. Summer: (1) application of granular fertilizer and liquid broadleaf weed control - \$450.00
4. Late Summer: (1) application of granular fertilizer and liquid broadleaf weed control - \$450.00
5. Fall: (1) application of granular fertilizer and liquid broadleaf weed control - \$450.00
6. Late Fall: (1) application of granular fertilizer and liquid broadleaf weed control - \$450.00

Season total - \$2,700.00+tax

Approval _____ Date _____

Thanks,

John Hurst
Operations Manager
John@ControlledGrowthNj.com
732-927-0928



175 Lehigh Avenue Lakewood, NJ 08701 * Pesticide #91177B

City of Asbury Park
Robert Bianchini
Springwood Park
126 Atkins Ave.
Asbury Park, Nj 07712



2/12/24

2024 Turf Care Fertilizer & Weed Control Program

1. Spring: (1) application of granular fertilizer with crabgrass pre-emergent & liquid broadleaf weed control - \$158.00
2. Late Spring: (1) application of granular fertilizer with crabgrass pre-emergent & liquid broadleaf weed control - \$158.00
3. Summer: (1) application of granular fertilizer and liquid broadleaf weed control - \$158.00
4. Late Summer: (1) application of granular fertilizer and liquid broadleaf weed control - \$158.00
5. Fall: (1) application of granular fertilizer and liquid broadleaf weed control - \$158.00
6. Late Fall: (1) application of granular fertilizer and liquid broadleaf weed control - \$158.00

Season total - \$948.00+tax

Approval _____ Date _____

Thanks,

John Hurst
Operations Manager
John@ControlledGrowthNj.com
732-927-0928





CONTROLLED GROWTH LLC

City of Asbury Park
Robert Bianchini
Springwood Park
126 Atkins Ave.
Asbury Park, NJ 07712

2024 Bed Weed Control Program

1. Spring: (1) application of pre-emergent & post-emergent to all beds, pavers & walkways - \$150.00
2. Late Spring: (1) application of pre-emergent & post-emergent to all beds, pavers & walkways - \$150.00
3. Summer: (1) application of pre-emergent & post-emergent to all beds, pavers & walkways - \$150.00
4. Late Summer: (1) application of pre-emergent & post-emergent to all beds, pavers & walkways - \$150.00
5. Fall: (1) application of pre-emergent & post-emergent to all beds, pavers & walkways - \$150.00
6. Late Fall: (1) application of pre-emergent & post-emergent to all beds, pavers & walkways - \$150.00

Season total - \$900.00+tax

Approval _____ Date _____

Thanks,

John Hurst
Operations Manager
John@ControlledGrowthNJ.com
732-927-0928

Attachment: CONTROLLED GROWTH (2024-177 : Authorizing Fertilizer and Weed Control at Various Locations Citywide for 2024)

March 19, 2024

Mr. Robert Bianchini
City of Asbury Park
1 Municipal Plaza
Asbury Park, NJ 07712



2024 Bed Weed Control Program-Downtown Business District

Spring: (1) application of pre-emergent & post-emergent to all beds, pavers & walkways - \$1,190.00

Late Spring: (1) application of pre-emergent & post-emergent to all beds, pavers & walkways - \$1,190.00

Summer: (1) application of pre-emergent & post-emergent to all beds, pavers & walkways - \$1,190.00

Late Summer: (1) application of pre-emergent & post-emergent to all beds, pavers & walkways - \$1,190.00

Fall: (1) application of pre-emergent & post-emergent to all beds, pavers & walkways - \$1,190.00

Late Fall: (1) application of pre-emergent & post-emergent to all beds, pavers & walkways - \$1,190.00

Bed Weed Control Total = 7,140.00 + tax

Approval _____ Date _____

Thank you for your consideration and I look forward to speaking with you in regards to this proposal.

Sincerely yours,
By Design Landscapes, Inc.

Patrick Cramer

Patrick Cramer
Vice President

March 14, 2024

Mr. Robert Bianchini
City of Asbury Park
1 Municipal Plaza
Asbury Park, NJ 07712



2024 Turf Care Fertilizer & Weed Control Program-Library Park

Spring: (1) application of granular fertilizer with crabgrass pre-emergent & liquid broadleaf weed control - \$700.00

Late Spring: (1) application of granular fertilizer with crabgrass pre-emergent & liquid broadleaf weed control - \$700.00

Summer: (1) application of granular fertilizer and liquid broadleaf weed control - \$700.00

Late Summer: (1) application of granular fertilizer and liquid broadleaf weed control - \$700.00

Fall: (1) application of granular fertilizer and liquid broadleaf weed control - \$700.00

Late Fall: (1) application of granular fertilizer and liquid broadleaf weed control - \$700.00

Turf Care Total - \$4,200.00+tax

Approval _____ Date _____

Thank you for your consideration and I look forward to speaking with you in regards to this proposal.

Sincerely yours,
By Design Landscapes, Inc.

Patrick Cramer

Patrick Cramer
Vice President

March 14, 2024

Mr. Robert Bianchini
City of Asbury Park
1 Municipal Plaza
Asbury Park, NJ 07712



2024 Turf Care Fertilizer & Weed Control Program-East Lake Ave.

Spring: (1) application of granular fertilizer with crabgrass pre-emergent & liquid broadleaf weed control - \$470.00

Late Spring: (1) application of granular fertilizer with crabgrass pre-emergent & liquid broadleaf weed control - \$470.00

Summer: (1) application of granular fertilizer and liquid broadleaf weed control - \$470.00

Late Summer: (1) application of granular fertilizer and liquid broadleaf weed control - \$470.00

Fall: (1) application of granular fertilizer and liquid broadleaf weed control - \$470.00

Late Fall: (1) application of granular fertilizer and liquid broadleaf weed control - \$470.00

Turf Care Total - \$2,820.00+tax

Approval _____ Date _____

Thank you for your consideration and I look forward to speaking with you in regards to this proposal.

*Sincerely yours,
By Design Landscapes, Inc.*

Patrick Cramer

Patrick Cramer
Vice President

March 14, 2024

Mr. Robert Bianchini
City of Asbury Park
City Hall
1 Municipal Plaza
Asbury Park, NJ 07712



2024 Turf Care Fertilizer & Weed Control Program-City Hall

Spring: (1) application of granular fertilizer with crabgrass pre-emergent & liquid broadleaf weed control - \$235.00

Late Spring: (1) application of granular fertilizer with crabgrass pre-emergent & liquid broadleaf weed control - \$235.00

Summer: (1) application of granular fertilizer and liquid broadleaf weed control - \$235.00

Late Summer: (1) application of granular fertilizer and liquid broadleaf weed control - \$235.00

Fall: (1) application of granular fertilizer and liquid broadleaf weed control - \$235.00

Late Fall: (1) application of granular fertilizer and liquid broadleaf weed control - \$235.00

Turf Care Total - \$1,410.00+tax

Approval _____ Date _____

2024 Bed Weed Control Program-City Hall

Spring: (1) application of pre-emergent & post-emergent to all beds, pavers & walkways - \$300.00

Late Spring: (1) application of pre-emergent & post-emergent to all beds, pavers & walkways - \$300.00

Summer: (1) application of pre-emergent & post-emergent to all beds, pavers & walkways - \$300.00

Late Summer: (1) application of pre-emergent & post-emergent to all beds, pavers & walkways - \$300.00

Fall: (1) application of pre-emergent & post-emergent to all beds, pavers & walkways - \$300.00

Late Fall: (1) application of pre-emergent & post-emergent to all beds, pavers & walkways - \$300.00

Bed Weed Control Total = \$1,800.00 + tax

Approval _____ Date _____

Thank you for your consideration and I look forward to speaking with you in regards to this proposal.

Sincerely yours,
By Design Landscapes, Inc.

Patrick Cramer

Patrick Cramer
Vice President

2640 Rt 70 Building 4 Manasquan, NJ 08736
Phone 732.901.5566 • Fax 732.901.5595 • www.bydesignland.com

March 14, 2024

Mr. Robert Bianchini
City of Asbury Park
1 Municipal Plaza
Asbury Park, NJ 07712



2024 Turf Care Fertilizer & Weed Control Program- Main Street Park

Spring: (1) application of granular fertilizer with crabgrass pre-emergent & liquid broadleaf weed control - \$585.00

Late Spring: (1) application of granular fertilizer with crabgrass pre-emergent & liquid broadleaf weed control - \$585.00

Summer: (1) application of granular fertilizer and liquid broadleaf weed control - \$585.00

Late Summer: (1) application of granular fertilizer and liquid broadleaf weed control - \$585.00

Fall: (1) application of granular fertilizer and liquid broadleaf weed control - \$585.00

Late Fall: (1) application of granular fertilizer and liquid broadleaf weed control - \$585.00

Turf Care Total - \$3,510.00+tax

Approval _____ Date _____

Thank you for your consideration and I look forward to speaking with you in regards to this proposal.

*Sincerely yours,
By Design Landscapes, Inc.*

Patrick Cramer

*Patrick Cramer
Vice President*

March 14, 2024

Mr. Robert Bianchini
City of Asbury Park
1 Municipal Plaza
Asbury Park, NJ 07712



2024 Turf Care Fertilizer & Weed Control Program- Bradley Park

Spring: (1) application of granular fertilizer with crabgrass pre-emergent & liquid broadleaf weed control - \$540.00

Late Spring: (1) application of granular fertilizer with crabgrass pre-emergent & liquid broadleaf weed control - \$540.00

Summer: (1) application of granular fertilizer and liquid broadleaf weed control - \$540.00

Late Summer: (1) application of granular fertilizer and liquid broadleaf weed control - \$540.00

Fall: (1) application of granular fertilizer and liquid broadleaf weed control - \$540.00

Late Fall: (1) application of granular fertilizer and liquid broadleaf weed control - \$540.00

Turf Care Total - \$3,240.00+tax

Approval _____ Date _____

Thank you for your consideration and I look forward to speaking with you in regards to this proposal.

Sincerely yours,
By Design Landscapes, Inc.

Patrick Cramer

Patrick Cramer
Vice President

March 14, 2024

Mr. Robert Bianchini
City of Asbury Park
1 Municipal Plaza
Asbury Park, NJ 07712



2024 Turf Care Fertilizer & Weed Control Program-Springwood Park

Spring: (1) application of granular fertilizer with crabgrass pre-emergent & liquid broadleaf weed control - \$190.00

Late Spring: (1) application of granular fertilizer with crabgrass pre-emergent & liquid broadleaf weed control - \$190.00

Summer: (1) application of granular fertilizer and liquid broadleaf weed control - \$190.00

Late Summer: (1) application of granular fertilizer and liquid broadleaf weed control - \$190.00

Fall: (1) application of granular fertilizer and liquid broadleaf weed control - \$190.00

Late Fall: (1) application of granular fertilizer and liquid broadleaf weed control - \$190.00

Turf Care Total - \$1,140.00+tax

Approval _____ Date _____

2024 Bed Weed Control Program-Springwood Park

Spring: (1) application of pre-emergent & post-emergent to all beds, pavers & walkways - \$180.00

Late Spring: (1) application of pre-emergent & post-emergent to all beds, pavers & walkways - \$180.00

Summer: (1) application of pre-emergent & post-emergent to all beds, pavers & walkways - \$180.00

Late Summer: (1) application of pre-emergent & post-emergent to all beds, pavers & walkways - \$180.00

Fall: (1) application of pre-emergent & post-emergent to all beds, pavers & walkways - \$180.00

Late Fall: (1) application of pre-emergent & post-emergent to all beds, pavers & walkways - \$180.00

Bed Weed Control Total = \$1,080.00 + tax

Approval _____ Date _____

Thank you for your consideration and I look forward to speaking with you in regards to this proposal.

Sincerely yours,
By Design Landscapes, Inc.

Patrick Cramer

Patrick Cramer
Vice President

2640 Rt 70 Building 4 Manasquan, NJ 08736
Phone 732.901.5566 • Fax 732.901.5595 • www.bydesignland.com



Individual Resolutions
Meeting of the Municipal Council
Wednesday, March 27, 2024
RESOLUTION SUMMARY

2024-178

Resolution authorizing upgrades to the Police Department surveillance trailer upgrades. A quote was solicited from Millennium Communications Group totaling \$45,362.36 based off of NJ State Contract#23-TELE-45463 utilizing LETF.



RESOLUTION NO. 2024-178

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

RESOLUTION AUTHORIZING UPGRADES TO THE ASBURY PARK POLICE DEPARTMENT SURVEILLANCE TRAILER UPGRADES

WHEREAS, the City of Asbury Park received pricing from Millennium Communications Group for upgrades to the Asbury Park Police Department surveillance trailer upgrades; and

WHEREAS, price of the project is \$45,362.36 and is attached to this Resolution; and

WHEREAS, pricing is based off of State Contract #T2989/#23-TELE-45463; and

WHEREAS, the Monmouth County Prosecutor has approved this purchase; and

WHEREAS, the City of Asbury Park will be utilizing the Law Enforcement Trust Fund (LETF) in the amount of \$45,362.36; and

WHEREAS, the Mayor of the City of Asbury Park is hereby authorized to sign any and all paperwork associated with this project; and

WHEREAS, the Chief Financial Officer has certified that funds are available in Account T-13-56-850-000-801 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 upgrades to the Police Department surveillance trailer upgrades to Millennium Communications in the amount of \$45,362.36.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-178 which was finally adopted by the City Council at a meeting held on the 27th day of March, 2024

CERTIFIED BY ME THIS 28th DAY OF March, 2024.

LISA ESPOSITO
CITY CLERK



One Point of Contact.
Endless Possibilities.



Passaic County Co-Op 38PCPP
Cisco / NASPO NJ-21-TELE01506
Extreme / NASPO NJ-21-TELE-01518
Juniper Contract # NJ - 22-TELE-07908
Federal GSA Schedule 70: #GS-35F-0220R

NJ State Wiring Services Contract 23-TELE-45463 / #T2989

PEPPM: Pennsylvania Educational Purchasing Program for Microcomputers

TIPS: The Interlocal Purchasing System Contract #'s 221003, 23010402, 230105, 23010401, 220601

Hunterdon County Educational Services Commission Technology Supplies & Equipment: #HCESC-Cat-22-01

February 20th, 2024

Joe Swansinger
Asbury Park Police Department
1 Municipal Plz #1
Asbury Park, NJ 07712

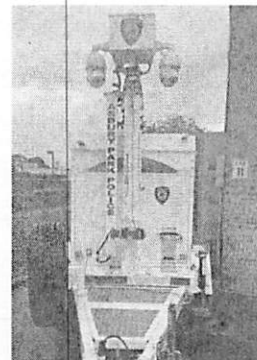
Re: Asbury Park PD Surveillance Trailer Upgrades

Thank you for allowing Millennium Communications Group (MCG) the opportunity to address your requirements. We propose to provide all labor and materials / additional licensing required to complete the following:

Mobile Surveillance Trailer #1

Video Surveillance Software:

- (1) Genetec Security Center (GSC) Base Package - Version 5.10 which includes: 1 Directory, 5 Security Desk client connections, Plan Manager Basic, Alarm Management, Advanced Reporting, System Partitioning, Zone Monitoring, IO Modules Support, Email Support, Macros Support (actual macros sold separately), Support for server virtualization, all supported languages. Must purchase a Synergis, Omnicast, or AutoVu base package to enable access control, video, or LPR content respectively.
- (1) GSC Omnicast **Standard Package** which includes: Archiving support, Media Router, Audio, Camera Sequences, Camera Dewarping, Time Zone, Edge recording, trickling and archive transfer, Keyboard and Joystick Support, Max. 50 cameras, Max. 5 clients, Max. 1 Archive
- (2) Camera connections
- (1) Genetec Advantage
- (1) Federated Security Center
- (1) Federate new trailer Genetec system into existing Genetec PD system



Harsh Environment Server

- (1) 2-Bay 8 Port PoE+ Harsh Environment Server - (1) Core i7-10700TE, 16GB (2x8GB) RAM, (1) 256GB m.2 SSD
- (2) 1GbE RJ45 (8) 1GbE RJ45 PoE + (1) GPS/Accelerometer Windows 10 LTSC 2 Year Standard Warranty
- ***8-12 Week Lead Times***
- (1) 4TB Solid State Drive (SSD) - SATA interface, Industrial Grade, Mixed Use (MU), 6 Gb/s transfer rate, 2.5-inch Form Factor (WIDE TEMPERATURE DRIVES)
- (1) Power Supply



One Point of Contact.
Endless Possibilities.



Passaic County Co-Op 38PCPP
Cisco / NASPO NJ-21-TELE01506
Extreme / NASPO NJ-21-TELE-01518
Juniper Contract # NJ – 22-TELE-07908
Federal GSA Schedule 70: #GS-35F-0220R

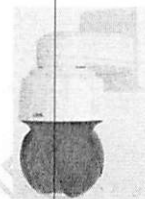
NJ State Wiring Services Contract 23-TELE-45463 / #T2989

PEPPM: Pennsylvania Educational Purchasing Program for Microcomputers

TIPS: The Interlocal Purchasing System Contract #'s 221003, 23010402, 230105, 23010401, 220601
Hunterdon County Educational Services Commission Technology Supplies & Equipment: #HCESC-Cat-22-01

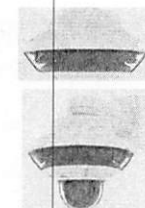
Outdoor HD (High-speed 4K PTZ with Sharpdome Technology) 4K PTZ Cameras

- (1) Q-6128-E Compact, top performance 4K Comparable with SMPTE 2036 3840x2160 resolution in 30fps, (8MP). With 12x optical zoom for outdoor as well as indoor use. Day/night, Automatic defog, DNR 2D/3D and EIS. IP66, Active gatekeeper, tour recording and autotracking. Perfect image quality in all directions, without distortion, repaintable surface. Mounting brackets are not included (several different accessories available). Midspan included.
- (1) Wall Bracket. For use with AXIS P55-series, AXIS Q60-series PTZ Dome Network Camera
- (1) Programming & Configuration



Outdoor HD (For 360° real-time monitoring and great detail) Multi Imager Camera

- (1) Q6100-E Outdoor-ready 360° situational awareness camera, comprising of 4x5MP sensors @ 20fps in H.264/H.265 Zipstream and Motion JPEG. Movable sensors with exchangeable lenses. Autofocus, D/N. Directional Audio Detection. Designed to be integrated with any AXIS Q61-series camera for large area coverage and simultaneous zoom-in view, using the one-click PTZ control feature. Full size SD-card slot. No extra equipment required, as it uses the same brackets, power supply and network cable as the connected AXIS Q61
- (1) Programming & Configuration



Customer Responsibilities:

- Customer to Deliver Mobile trailer to Millennium Communications Office in East Hanover
- Customer to Pick Up Mobile trailer from Millennium Communications Office in East Hanover
- Customer to supply 4G connection for each trailer
- Customer to supply to MCG the current IP scheme of all equipment as well as all current credentials to access all network devices currently on the mobile trailer

Exclusion & Assumptions

- MCG to re-use all existing cabling currently installed in the trailers except for new copper patch cords from the new Axis cameras mentioned above.
- MCG Assumes all existing equipment to be repurposed for the installation (listed below) is all in working order
- MCG is not responsible for trouble shooting or repair in any of the below listed equipment.
- If any of the below listed equipment is not in working order or cannot be repurposed for this installation the customer will be notified at that time and a solution can be determined as to how to proceed.
- MCG to re-use all existing equipment currently installed in the trailers
 - Existing Network Switch
 - Existing Laptop
 - Existing 4G Cradlepoint
 - 110 Power
 - Back Up Batteries
 - Solar Panels

Pricing Summary Mobile Trailer #1

Mobile Trailer #1 Project Sub- Total: \$22,681.18



One Point of Contact.
Endless Possibilities.



Passaic County Co-Op 38PCPP
Cisco / NASPO NJ-21-TELE01506
Extreme / NASPO NJ-21-TELE-01518
Juniper Contract # NJ - 22-TELE-07908
Federal GSA Schedule 70: #GS-35F-0220R

NJ State Wiring Services Contract 23-TELE-45463 / #T2989

PEPPM: Pennsylvania Educational Purchasing Program for Microcomputers

TIPS: The Interlocal Purchasing System Contract #'s 221003, 23010402, 230105, 23010401, 220601

Hunterdon County Educational Services Commission Technology Supplies & Equipment: #HCESC-Cat-22-01

Mobile Surveillance Trailer #2

Video Surveillance Software:

- (1) Genetec Security Center (GSC) Base Package - Version 5.10 which includes: 1 Directory, 5 Security Desk client connections, Plan Manager Basic, Alarm Management, Advanced Reporting, System Partitioning, Zone Monitoring, IO Modules Support, Email Support, Macros Support (actual macros sold separately), Support for server virtualization, all supported languages. Must purchase a Synergis, Omnicast, or AutoVu base package to enable access control, video, or LPR content respectively.
- (1) GSC Omnicast **Standard Package** which includes: Archiving support, Media Router, Audio, Camera Sequences, Camera Dewarping, Time Zone, Edge recording, trickling and archive transfer, Keyboard and Joystick Support, Max. 50 cameras, Max. 5 clients, Max. 1 Archive
- (2) Camera connections
- (1) Genetec Advantage
- (1) Federated Security Center
- (1) Federate new trailer Genetec system into existing Genetec PD system



Harsh Environment Server

- (1) 2-Bay 8 Port PoE+ Harsh Environment Server - (1) Core i7-10700TE, 16GB (2x8GB) RAM, (1) 256GB m.2 SSD (2) 1GbE RJ45 (8) 1GbE RJ45 PoE + (1) GPS/Accelerometer Windows 10 LTSC 2 Year Standard Warranty
- ***8-12 Week Lead Times***
- (1) 4TB Solid State Drive (SSD) - SATA interface, Industrial Grade, Mixed Use (MU), 6 Gb/s transfer rate, 2.5-inch Form Factor (WIDE TEMPERATURE DRIVES)
- (1) Power Supply

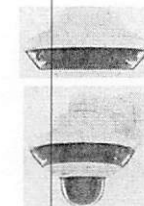
Outdoor HD (High-speed 4K PTZ with Sharpdome Technology) 4K PTZ Cameras

- (1) Q-6128-E Compact, top performance 4K Comparable with SMPTE 2036 3840x2160 resolution in 30fps, (8MP). With 12x optical zoom for outdoor as well as indoor use. Day/night, Automatic defog, DNR 2D/3D and EIS. IP66, Active gatekeeper, tour recording and autotracking. Perfect image quality in all directions, without distortion, repaintable surface. Mounting brackets are not included (several different accessories available). Midspan included.
- (1) Wall Bracket. For use with AXIS P55-series, AXIS Q60-series PTZ Dome Network Camera
- (1) Programming & Configuration



Outdoor HD (For 360° real-time monitoring and great detail) Multi Imager Camera

- (1) Q6100-E Outdoor-ready 360° situational awareness camera, comprising of 4x5MP sensors @ 20fps in H.264/H.265 Zipstream and Motion JPEG. Movable sensors with exchangeable lenses. Autofocus, D/N. Directional Audio Detection. Designed to be integrated with any AXIS Q61-series camera for large area coverage and simultaneous zoom-in view, using the one-click PTZ control feature. Full size SD-card slot. No extra equipment required, as it uses the same brackets, power supply and network cable as the connected AXIS Q61
- (1) Programming & Configuration





One Point of Contact.
Endless Possibilities.



Passaic County Co-Op 38PCPP
Cisco / NASPO NJ-21-TELE01506
Extreme / NASPO NJ-21-TELE-01518
Juniper Contract # NJ - 22-TELE-07908
Federal GSA Schedule 70: #GS-35F-0220R

NJ State Wiring Services Contract 23-TELE-45463 / #T2989

PEPPM: Pennsylvania Educational Purchasing Program for Microcomputers

TIPS: The Interlocal Purchasing System Contract #'s 221003, 23010402, 230105, 23010401, 220601

Hunterdon County Educational Services Commission Technology Supplies & Equipment: #HCESC-Cat-22-01

Customer Responsibilities:

- Customer to Deliver Mobile trailer to Millennium Communications Office in East Hanover
- Customer to Pick Up Mobile trailer from Millennium Communications Office in East Hanover
- Customer to supply 4G connection for each trailer
- Customer to supply to MCG the current IP scheme of all equipment as well as all current credentials to access all network devices currently on the mobile trailer

Exclusion & Assumptions

- MCG to re-use all existing cabling currently installed in the trailers except for new copper patch cords from the new Axis cameras mentioned above.
- MCG Assumes all existing equipment to be repurposed for the installation (listed below) is all in working order
- MCG is not responsible for trouble shooting or repair in any of the below listed equipment.
- If any of the below listed equipment is not in working order or cannot be repurposed for this installation the customer will be notified at that time and a solution can be determined as to how to proceed.
- MCG to re-use all existing equipment currently installed in the trailers
 - Existing Network Switch
 - Existing Laptop
 - Existing 4G Cradlepoint
 - 110 Power
 - Back Up Batteries
 - Solar Panels

Pricing Summary Mobile Trailer #2

Mobile Trailer #2 Project Sub- Total: \$22,681.18

Project Total Mobile Trailer #1 & Mobile Trailer #2 Total: \$45,362.36

Sincerely,

Keith P. Burkhard

Vice President of Physical Security

Millennium Communications Group Inc.

11 Melanie Lane

East Hanover NJ 07936

Phone: 1-973-503-1313

Direct: 1-973-929-2532

Cell: 1-973-390-7137

Fax: 1-973-503-0111

Website: www.millenniuminc.com

E-Mail: kburkhard@millenniuminc.com

Support Tickets: support@millenniuminc.com

Millennium Communications Signature:

Keith P. Burkhard

11 Melanie Lane, Unit 13 East Hanover, NJ 07936

Phone 1-800-677-1919

Fax: 913-503-0111

Affirmative Action, Equal Opportunity Employer

Millenniuminc.com



28 years of assisting our customers with customized technology solutions

One Point of Contact.
Endless Possibilities.



Passaic County Co-Op 38PCPP

Cisco / NASPO NJ-21-TELE01506

Extreme / NASPO NJ-21-TELE-01518

Juniper Contract # NJ – 22-TELE-07908

Federal GSA Schedule 70: #GS-35F-0220R

NJ State Wiring Services Contract 23-TELE-45463 / #T2989

PEPPM: Pennsylvania Educational Purchasing Program for Microcomputers

TIPS: The Interlocal Purchasing System Contract #'s 221003, 23010402, 230105, 23010401, 220601

Hunterdon County Educational Services Commission Technology Supplies & Equipment: #HCESC-Cat-22-01

Overview

Tidelands permitting
Right of way permit processing
Rail crossing permits
Environmental Permit coordination
Electrical Permitting
Plumbing Permitting
Construction Permitting
River crossing permits
Professional Engineering services
Professional Land Surveying services
Preparation of bid documents
Construction administration and inspection
GIS Mapping
Material management
Satellite systems
RF systems
AM-FM & Digital fiber video systems
SONET Systems
System status sensor monitoring and alerts
SCADA System design
Structural building design and repair services
Project management
System integration
Trouble Ticket Systems
Fiber loss budget calculations
Motor Control Center Bucket installation and servicing
HVAC installation and servicing
Transoceanic cable design

Ocean ground bed earth return systems
Terrestrial earth return systems
Cable TV networks
POTS Lines
Bridge attachment design and analysis
Route feasibility analysis
Fiber routing and design
Copper/Fiber termination and splicing
Fire Suppression Systems
Passive & Active DAS
FCC Licensing
Electrical design and installation
Utility pole make ready
Traffic control plans
As-Built preparation
System auditing and documentation
Roof portal and membrane installation
Core drilling and wall penetrations
Fire blocking
UPS servicing and installation
Raised flooring
Floor and wall rack installation
IP Phones systems
Ladder Rack installation
System schematic straight line diagrams
EMT design and installation
Building attachments
Junction/pull boxes
Multi story building risers
Network switches

Wall penetrations
Land surveying
Jack and bore construction
Blue light emergency systems
Security cameras
LPR cameras
Door access control systems
PA systems
Emergency message boards
OEM control centers
Data Centers
Emergency operations shelters
Cell Tower installation
5G system design
Ground Penetrating Rader and mapping
Emergency fiber repair
Elevator security
Fiber to the Home/Premise design and construction
Directional Drill/Bore
Trenching
Manhole/Handhole placement
Conduit searches and licensing
POE lighting
Duct bank installation
3D conceptual drawings and designs
IT security services
Equipment Upgrading & EOL planning
Running line design
Wireless Design and installation
Utility conflict resolution

Proprietary and Confidential Information

millenniuminc.com



One Point of Contact.
Endless Possibilities.

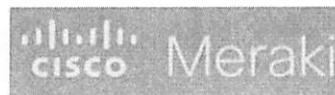
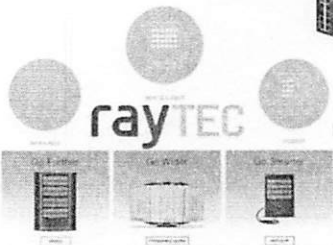
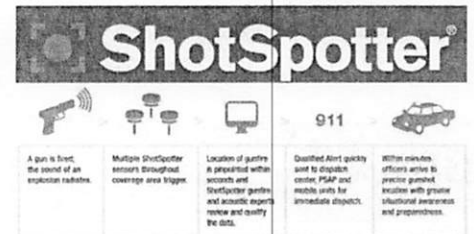
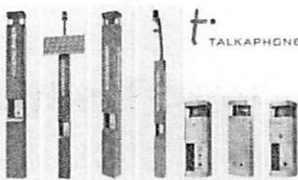
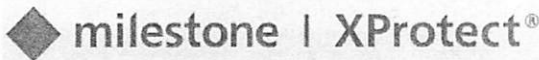
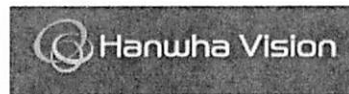


Passaic County Co-Op 38PCPP
Cisco / NASPO NJ-21-TELE01506
Extreme / NASPO NJ-21-TELE-01518
Juniper Contract # NJ - 22-TELE-07908
Federal GSA Schedule 70: #GS-35F-0220R

NJ State Wiring Services Contract 23-TELE-45463 / #T2989

PEPPM: Pennsylvania Educational Purchasing Program for Microcomputers

TIPS: The Interlocal Purchasing System Contract #'s 221003, 23010402, 230105, 23010401, 220601
Hunterdon County Educational Services Commission Technology Supplies & Equipment: #HCESC-Cat-22-01



11 Melanie Lane, Unit 13 East Hanover, NJ 07936

Phone 1-800-677-1919

Fax: 913-503-0111

Affirmative Action, Equal Opportunity Employer

Millenniuminc.com



28 years of assisting our customers with customized technology solutions

One Point of Contact.
Endless Possibilities.



Passaic County Co-Op 38PCPP

Cisco / NASPO NJ-21-TELE01506

Extreme / NASPO NJ-21-TELE-01518

Juniper Contract # NJ - 22-TELE-07908

Federal GSA Schedule 70: #GS-35F-0220R

NJ State Wiring Services Contract 23-TELE-45463 / #T2989

PEPPM: Pennsylvania Educational Purchasing Program for Microcomputers

TIPS: The Interlocal Purchasing System Contract #'s 221003, 23010402, 230105, 23010401, 220601

Hunterdon County Educational Services Commission Technology Supplies & Equipment: #HCESC-Cat-22-01



PHILIPS

Professional Display Solutions

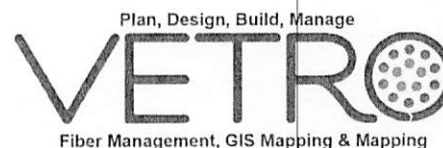
MOBILE SURVEILLANCE RIG



Surveillance Gear:
Any P227 PLE
Any Q Series P12 or Q190 E
Ethernet Modem

Optional:
Web Control
PC, Minisite or Genetec
Loud Speaker
LED Work Lights
Screen

CORNING



11 Melanie Lane, Unit 13 East Hanover, NJ 07936

Phone 1-800-677-1919

Fax: 913-503-0111

Affirmative Action, Equal Opportunity Employer

Millenniuminc.com



28 years of assisting our customers with customized technology solutions

One Point of Contact.
Endless Possibilities.



Passaic County Co-Op 38PCPP

Cisco / NASPO NJ-21-TELE01506

Extreme / NASPO NJ-21-TELE-01518

Juniper Contract # NJ – 22-TELE-07908

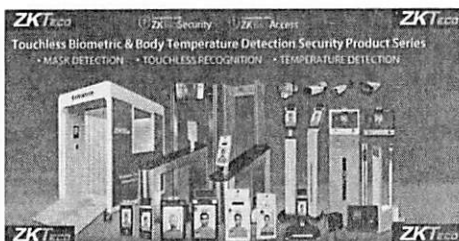
Federal GSA Schedule 70: #GS-35F-0220R

NJ State Wiring Services Contract 23-TELE-45463 / #T2989

PEPPM: Pennsylvania Educational Purchasing Program for Microcomputers

TIPS: The Interlocal Purchasing System Contract #'s 221003, 23010402, 230105, 23010401, 220601

Hunterdon County Educational Services Commission Technology Supplies & Equipment: #HCESC-Cat-22-01



FUns



11 Melanie Lane, Unit 13 East Hanover, NJ 07936

Phone 1-800-677-1919

Fax: 913-503-0111

Affirmative Action, Equal Opportunity Employer

Millenniuminc.com



Individual Resolutions
Meeting of the Municipal Council
Wednesday, March 27, 2024
RESOLUTION SUMMARY

2024-179

Agreement with Monmouth County to Administer the City's Community Development Block Grant Program



RESOLUTION NO. 2024-179

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

RESOLUTION ENTERING INTO AN AGREEMENT WITH MONMOUTH COUNTY TO ADMINISTER THE CITY'S COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

WHEREAS, the City of Asbury Park is a recipient of the United States Department of Housing and Urban Development's (HUD) Community Block Grant Program (CDBG) as an entitlement community; and

WHEREAS, the City for reasons of economy and efficiency is desirous of Monmouth County administering the "administrative" portion of the City's grant; and

WHEREAS, the Mayor is hereby authorized to sign the attached agreement with the County.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey that the Mayor is hereby authorized to sign the agreement with Monmouth County to administer the City's CDBG program; and

NOW, THEREFORE, BE IT FURTHER RESOLVED that a copy of this Resolution be proved to the City Manager, Director of Community Development Block Grant Program, City Clerk, HUD Newark Office, Monmouth County Department of Planning and the City Attorney.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-179 which was finally adopted by the City Council at a meeting held on the 27th day of March, 2024

CERTIFIED BY ME THIS 28th DAY OF March, 2024.

LISA ESPOSITO
CITY CLERK

**SERVICE AGREEMENT FOR
CONTRACT ADMINISTRATION OF THE CITY OF ASBURY PARK'S
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

THIS SERVICE AGREEMENT entered into the ____ day of _____, 2024

BETWEEN: THE CITY OF ASBURY PARK, a Municipal Corporation having its principal place of business at, 1 Municipal Plaza, Asbury Park, New Jersey 07712, (hereinafter referred to as "Asbury Park" or "City")

AND: THE COUNTY OF MONMOUTH, having its principal place of business at Hall of Records Annex, Hall of Records Annex, One East Main Street, Freehold, New Jersey 07728-1255, (hereinafter referred to as "Monmouth" or "County")

WHEREAS, the certain Federal funds are available to the City of Asbury Park under Title I of the Housing and Community Development Act of 1974, as amended, commonly known as the Community Development Block Grant Program (CDBG); and

WHEREAS, the Community Development Block Grant Program requires the creation of an appropriate administrative mechanism; and

WHEREAS, the Monmouth County Board of Chosen Freeholders has the experience, expertise and personnel and has offered to administer the Community Development Block Grant Program for the City of Asbury Park through the County's Office of Community Development (hereinafter "Community Development"); and

WHEREAS, the City of Asbury Park has accepted the offer of the County to administer its program through Community Development;

NOW, THEREFORE, the parties agree as follows:

I. County's Representative. The County's Administrator or its Director of Community Development, or his/her respective designee, will act on behalf of the County with regard to the services available to the City, the cost thereof and commitment to provide requested services.

II. City's Representative. The City Manager, or his/her designee, will act on behalf of the City with regard to a request for services from the County and approval of costs provided by the County.

III. Costs of Services Asbury Park will pay the County an administrative fee for tasks associated with the performance of this contract. The annual administrative fee will be calculated as follows: 20% of the total Community Development Block grant is allocated for administrative purposes. The County will be allocated up to \$50,000 (including fringe

and indirect costs) of the City's annual U. S. Department of Housing and Urban Development Community Development Block Grant administrative funds for the applicable fiscal year. The remaining administrative funds will be spent by the City.

IV. Payment of Invoices. Payment to the County for administrative expenses will be made on a quarterly basis, upon presentation to the City of an invoice, along with a summary report of County activities in the administration of the City's CDBG program. The City will facilitate these periodic payments by creating a Purchase Order upon full execution of this agreement. The City will pay the County for services rendered under this agreement within thirty (30) days of receipt of the County's invoice for those services. If the City disputes a County invoice, the City will pay the undisputed portion and attempt to resolve the remaining portion in accordance with the article below, entitled Disputes.

V. Responsibilities of County. The County, through The Office of Community Development, will utilize its procedural manual to implement this Agreement consistent herewith and in conformance with U. S. Department of Housing and Urban Development regulations. Community Development will, as necessary, amend its manual so as to conform to current HUD regulations.

The County will provide services as listed on the attached Exhibit "A" to the City. The County or City, at either's discretion, may propose amendments to Exhibit "A" from time to time to best accomplish the goals of the Community Development Program and comply with applicable state and Federal regulations. Any proposed amendments to Exhibit "A" must be made in writing and will become effective upon written acceptance by the County and City Representatives, as designated in Items I and II, above. Amendments to Exhibit "B" which are accepted by the designated representatives do not require ratification by the respective governing bodies of the parties to this agreement.

VI. Responsibilities of City. Asbury Park is responsible for funding fully CDBG program activities, as needed to meet the goals and priorities stated in the City's approved CDBG Annual Action Plan.

The City will provide services as listed on the attached Exhibit "B" to facilitate the County's administration of the City's CDBG program. The County or City, at either's discretion, may propose amendments to Exhibit "A" from time to time to best accomplish the goals of the Community Development Program and comply with applicable state and Federal regulations. Any proposed amendments to Exhibit "B" must be made in writing and will become effective upon written acceptance by the County and City Representatives, as designated in Items I and II, above. Amendments to Exhibit "B" which are accepted by the designated representatives do not require ratification by the respective governing bodies of the parties to this agreement.

The City shall comply with the regulations and rules set forth by HUD and in accordance with the CDBG. The City shall indemnify and hold the County harmless from any claims, actions, and damages arising from the City's failure to comply with the CDBG

regulations as set forth by HUD.

VII. Responsibilities Applicable to Both Parties. The parties represent that this is the agreement and that same may not be modified without the express written consent of both parties;

1. The Agreement will be binding on all successors and/or assigns;
2. This Agreement will be construed, interpreted and enforced in accordance with the laws of the State of New Jersey in such a fashion as to fulfill the intents and purposes of the Fair Housing Act
3. This Agreement will be construed, interpreted and enforced in accordance with the rules and regulations promulgated by the U. S. Department of Housing and Urban Development in such a fashion as to fulfill the intents and purposes of Title I of the Housing and Community Development Act of 1974, as amended, commonly known as the Community Development Block Grant Program.
4. The City and County agree to meet periodically to discuss program operations and best practices, as the need may arise. Either party may initiate a request for such a meeting.

VIII. Workmanlike Services. The County will render services to the City in a workmanlike manner.

IX. Care Required. The County will exercise ordinary care in rendering services to the City.

X. Effective Dates. This agreement will be in effect from the date of its execution by both parties for a period of three (3) years, unless sooner terminated by either party.

XI. Early Termination. Either party may terminate this agreement, with or without cause, upon thirty (30) days written notice to the other party.

XII. Disputes. If there is a dispute concerning either party's performance under this agreement, the parties will attempt to resolve the dispute amicably between them. If the parties cannot resolve the issue amicably, the parties will mediate the dispute before a third party mediator jointly agreed to by the parties. Each party will bear its own cost of participating in mediation and the parties will share the cost of the mediator equally. If the dispute is not resolved through mediation, either party may then pursue any available legal or equitable remedy to resolve the dispute.

XIII. Indemnification. Each party will indemnify the other party and hold the other party harmless for the negligent or intentional acts of the indemnifying party.

XIV. Authority to Execute Agreement. The execution of this agreement has been duly authorized by the governing bodies of the County and the City.

XV. Authority to Execute Agreement. Each party to this Agreement represents to the other party that its governing body has taken the necessary action to authorize the execution of this Agreement.

XVI. Counterparts. This Agreement may be fully executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement binding upon all parties, notwithstanding that all parties have not signed the same counterpart. Such executions may be transmitted to the parties electronically or by facsimile, and such electronic or facsimile execution shall have the same force and effect as an original signature.

XVII. Notices. Any notices that are provided pursuant to this Agreement shall be in writing (including facsimile and electronic transmissions) and mailed or transmitted or delivered as follows:

ATTEST:

MONMOUTH COUNTY BOARD OF
COUNTY COMISSIONERS

Tamara Brown,
Clerk of the Board of
County Commissioners

Thomas A. Amone
Director

ATTEST:

CITY OF ASBURY PARK

City Clerk

Mayor

Exhibit "A"
Responsibilities of the County for
Administration of Asbury Park's CDBG Program

1. The County, through The Office of Community Development, will utilize its procedural manual to implement this Agreement consistent herewith and in conformance with U. S. Department of Housing and Urban Development regulations. Community Development will, as necessary, amend its manual so as to conform to current HUD regulations.
2. The County will review projects proposed by the City as well as applications submitted to the City by applicants to determine eligibility under the HUD Community Development Block Grant regulations, and advise the City of its determinations.
3. The County will, in coordination with Asbury Park, obtain login credentials and required permissions for County staff to access the HUD Integrated Disbursement and Information System (IDIS).
4. The County will be responsible for day-to-day data entry in HUD's IDIS system, including: on-line preparation of the Five-Year Consolidated Plan and Annual Plans; Consolidated Annual Performance and Evaluation Report (CAPER); and drawdown of funds as required.
5. The County will follow the required environmental review process as outlined in the HUD Environmental Review Online System (HEROS). The County will be responsible for publishing all public notices required as part of the environmental review, and will advise the City of any public comment received or adverse finding identified during the process.
6. Upon receipt of fully-executed Subrecipient Agreements, the County will notify subrecipients that environmental clearance has been obtain and authorize subrecipients to begin projects. The City will also be notified.
7. The County will oversee municipal construction projects for compliance with HUD requirements by coordinating with licensed professional staff designated by the City, who will be responsible for preparation of technical engineering and construction documents and inspections.
8. The County will rely on Application and Certificate for Payment forms (i.e. AIA Document G702) prepared by designated professionals to review requests for payments. The County will also review for compliance with HUD regulations prior to forwarding to the City for final payment approval.

9. The County will be responsible initiating drawdowns by creating vouchers in IDIS, and coordinating final approval with the City Manager or his/her designee.
10. The County will maintain all project activity and overall program files following the established records retention policy. Files will be returned to the City at the conclusion of the minimum established timeframe according to the applicable Federal and State records retention schedules.

Exhibit "B"
Responsibilities of the City for
Administration of Asbury Park's CDBG Program

1. Asbury Park will coordinate with the U. S. Department of Housing and Urban Development to obtain login credentials and required permissions for County staff to access the HUD Integrated Disbursement and Information System (IDIS)
2. Asbury Park will advertise and accept applications for CDBG funding from applicants serving residents within the City's boundaries, and forward all applications received to the County for review for compliance with HUD regulations.
3. Asbury Park will conduct Public Hearings and CDBG Committee meetings, as required to comply with HUD Citizen Participation requirements and established City procedures.
4. Asbury Park will assist the County with the preparation of the 5-Year Consolidated Plan and Annual Plan by providing the County with its Goals and Objectives as to insure that the CDBG Program is meeting the City's priorities.
5. Asbury Park will prepare and execute Subrecipient Agreements with nonprofit organizations receiving CDBG funds. The County will assist as necessary to coordinate execution.
6. Asbury Park will execute all necessary grant agreements, Federal forms (SF424, etc.) and reports necessary to secure funds from HUD. Copies of executed documents will be provided to the County.
7. Asbury Park will designate the licensed professional staff that will be responsible for preparation of technical engineering and construction documents and inspections. The County will oversee municipal construction projects for compliance with HUD requirements by coordinating with same.
8. Asbury Park will be responsible for maintaining a bank account to be used specifically for CDBG funds wired from HUD's IDIS system and payments to contractors and subrecipients. The City will provide copies of bank statements to the County within 5 days of receipt for the County's use in reconciling the CDBG bank account balances with IDIS.
9. Asbury Park will create purchase orders as needed to facilitate payment to subrecipients and contractors, coordinating same through the City Manager or his/her designee. The City will follow normal payment procedures to process payment. The City Manager or his/her designee will be responsible for approval

of drawdowns initiated by the County in IDIS.

.....



Individual Resolutions
Meeting of the Municipal Council
Wednesday, March 27, 2024
RESOLUTION SUMMARY

2024-180

Permission for owner of 809 Bond Street, A/K/A 700 First Avenue (Block 2602, Lot 6) to break a newly paved street to upgrade utilities. Owner will have to restore street after utility work per agreement.



RESOLUTION NO. 2024-180

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

**RESOLUTION APPROVING A HARDSHIP EXCEPTION TO ALLOW FOR THE
ISSUANCE OF A ROAD OPENING PERMIT RELATING TO CERTAIN
CONSTRUCTION TO BE UNDERTAKEN IN FRONT OF THE PREMISES LOCATED
AT 809 BOND STREET, A/K/A 700 FIRST AVENUE (BLOCK 2602, LOT 6), WITHIN
THE CITY**

WHEREAS, Chapter 16 of the Asbury Park City Code (the “City Code”) governs “Street Openings” within the City; and

WHEREAS, Section 16-1.6 restricts the ability to open any paved street or road within the City (in order to perform any type of construction work) within ten (10) years of the time that the road has been sealed, except under certain specified conditions; and

WHEREAS, the owner of the real property located at 809 Bond Street, a/k/a 700 First Avenue, within the City, which is more commonly known and designated as Block 2062, Lot 6 (the “Property”) on the Asbury Park City Tax Map, has requested the ability to perform certain construction work in front of the Property which will necessitate opening the road; and

WHEREAS, the road in front of the Property was sealed within the last ten (10) years; as such, opening the road for construction work is prohibited unless one of the exceptions specified in Section 16-1.6 of the City Code applies; and

WHEREAS, none of the exceptions specified in Section 16-1.6 of the City Code applies to the current situation; and

WHEREAS, 700 First Ave, LLC (the “owner”) has therefore made a written request for a hardship exception to allow for a limited opening of the road adjacent to the Property for the reasons set forth in its letter; and

WHEREAS, a copy of the said letter, dated March 1, 2024, is attached hereto and made a part hereof; and

WHEREAS, the City Engineer has recommended that the request be granted, so long as the owner performs reconstruction and repaving activities following the conclusion of the

necessary work, at its sole cost and expense, under the supervision, and to the satisfaction, of the City, so that the roadway will be fully restored; and

WHEREAS, the City Attorney has recommended that the owner enter into a written agreement with the City which memorializes the terms and conditions associated with the allowance of said work and the issuance of a road opening permit in connection therewith; and

WHEREAS, a copy of the proposed Agreement is also attached hereto and made a part hereof.

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 authorizes the issuance of a road opening permit to the owner to allow for certain construction work to be performed adjacent to the Property, subject to the terms and conditions set forth in the attached Agreement.
2. That the Mayor is hereby authorized to execute, and the City Clerk to attest, the attached Agreement on behalf of the City.
3. That all relevant City officials are hereby authorized to undertake all actions that are necessary in order to effectuate the intentions of the within Resolution.
4. That a certified copy of this Resolution shall be provided to each of the following:
 - a. Ron Rudolph, 700 First Ave, LLC (Property Owner);
 - b. Jason Harzold, City Engineer;
 - c. Robert Bianchini, Director of Capital Projects and Public Facilities;
 - d. Lillian L. Nazzaro, Esq., City Manager; and
 - e. Frederick C. Raffetto, Esq., Municipal Attorney.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-180 which was finally adopted by the City Council at a meeting held on the 27th day of March, 2024

CERTIFIED BY ME THIS 28th DAY OF March, 2024.

LISA ESPOSITO
CITY CLERK

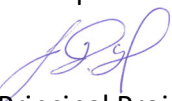


MEMORANDUM

ASPK-G2401

TO: Lillian L. Nazzaro, Esq., Asbury Park City Manager
Mayor John Moor & City Council Members

CC: Frederick C. Raffetto, City Attorney
Robert Bianchini, Department of Public Works
James Bonanno, Transportation Manager

FROM: Jason D. Harzold 
Client Manager/Principal Project Manager

DATE: **March 19, 2024**

RE: **809 Bond Street – Hardship Waiver Request – Road Opening Permit Recommendation**

Ms. Nazzaro,

I have reviewed the enclosed Hardship Waiver Request letter submitted to the City from Ron Rudolph, owner of the property located at 809 Bond Street, Block 2062, Lot 6 in the City of Asbury Park dated March 1, 2024.

As you may be aware, the owner is redeveloping the property and requires a new natural gas service connection that would require opening of the newly paved roadway of Bond Street that was completed in 2023. Per City Code Section 16-1.6, road openings within ten (10) years of the time the roadway has been sealed (resurfaced) is prohibited except for planned developments approved by the City of Asbury Park Planning Board. As this project did not require Planning Board approval, the road opening prohibition applies.

As such, the owner of the property submitted the above referenced letter requesting a waiver or exception to the road opening prohibition. We have no objection to the City granting this exception/waiver under the condition that the owner or the utility (New Jersey Natural Gas) repair the road surface to the satisfaction of the City Engineer and the Director of Public Works, including, but not limited to, infrared surface repair.

We therefore recommend that the City consider granting the owner's request, and approve the issuance of a road opening permit accordingly.

Attachment: Nazzaro_JDH_Memo - 809 Bond Street Road Opening (2024-180 : Road Opening Permit in front of 809 Bond Street (700 First



Le: Lillian L. Nazzaro, Esq., City Manager
Mayor and Council

Re: 809 Bond Street Road Opening

As always, I am available to answer any questions and provide any additional information that may be requested regarding any of the above, and can most easily be reached via email or by phone at:

Jason Harzold, Client Manager / Principal Project Manager
jharzold@tandmassociates.com cell: (908) 415-7208 office: (732) 865-9482

JDH:jdh

G:\Projects\ASPK\G2401\Correspondence\809 Bond Street Road Opening\Nazzaro_JDH_Memo - 809 Bond Street Road Opening.doc



Ron Rudolph
700 First Ave LLC
809 Bond Street
Asbury Park, NJ 07712

March 1st, 2024

To Whom It May Concern,

I am reaching out as the owner of 809 Bond Street, Asbury Park, NJ, which is currently under a paving moratorium that restricts the installation of natural gas lines. As the owner of the said property, I am requesting a hardship exception to ensure the continuation of essential construction activities.

The building in question is presently unoccupied due to ongoing construction efforts aimed at improving the property. To this end, we have diligently obtained all necessary permits from the town of Asbury Park, aligning our project with local regulations. However, the unforeseen barrier presented by the paving moratorium on Bond St. poses a significant obstacle to our progress, for the following reasons:

1. **Construction Continuity:** The absence of a natural gas supply directly threatens the timeline and financial framework of our construction project. Delays in accessing natural gas could lead to significant setbacks, affecting not only the completion date but also the viability of the entire project.
2. **Financial Impact:** The reliance on alternative, less efficient sources of energy during the construction phase would escalate operational costs substantially. This increase would not only strain the project's budget but also impact the long-term sustainability and affordability of the property.

Given these circumstances, I respectfully request that our situation be recognized as a hardship and that an exception to the paving moratorium be granted to facilitate access to natural gas.

I appreciate your consideration of this request and am prepared to provide any additional information or documentation needed to support our case.

Thank you for your understanding and assistance in this matter.

Sincerely,

A handwritten signature in blue ink, appearing to be 'Ron Rudolph', with a long horizontal flourish extending to the right.

Ron Rudolph

Founder & CEO
973.432.6733

rudolph FAMILY OFFICE
Pioneering Ideas to Business Independence
TheRFO.com

**AGREEMENT TO ALLOW ISSUANCE OF ROAD OPENING PERMIT FOR CERTAIN
CONSTRUCTION WORK TO BE UNDERTAKEN IN FRONT OF
809 BOND STREET, A/K/A 700 FIRST AVENUE
(BLOCK 2602, LOT 6), WITHIN THE CITY OF ASBURY PARK**

THIS AGREEMENT is entered into this ____ day of _____, 2024,

BY AND BETWEEN

THE CITY OF ASBURY PARK, a Municipal Corporation of the State of New Jersey, with its principal office located at One Municipal Plaza, Asbury Park, New Jersey 07712 (also referred to as the “City”);

- and –

700 FIRST AVE LLC, a limited liability company, with its principal office located at 809 Bond Street, Asbury Park, New Jersey 07712 (also referred to as the “Owner”).

[The City and the Owner are hereinafter collectively referred to as the “Parties.”]

WITNESSETH:

WHEREAS, Chapter 16 of the Asbury Park City Code (the “City Code”) governs “Street Openings” within the City; and

WHEREAS, Section 16-1.6 restricts the ability to open any paved street or road within the City (in order to perform any type of construction work) within ten (10) years of the time that the road has been sealed, except under certain specified conditions; and

WHEREAS, 700 First Ave, LLC (the “Owner”) is the owner of the real property located at 809 Bond Street, a/k/a 700 First Avenue, within the City, which is more commonly known and designated as Block 2602, Lot 6 (the “Property”) on the Asbury Park City Tax Map; and

WHEREAS, the Owner has requested the ability to perform certain construction work in front of the Property which will necessitate opening the road; and

WHEREAS, the road in front of the Property was sealed within the last ten (10) years; as such, opening the road for construction work is prohibited unless one of the exceptions specified in Section 16-1.6 of the City Code applies; and

WHEREAS, none of the exceptions specified in Section 16-1.6 of the City Code applies to the current situation; and

WHEREAS, the Owner has therefore made a written request for a hardship exception to allow for a limited opening of the road adjacent to the Property for the reasons set forth in its letter; and

WHEREAS, the Mayor and Council of the City of Asbury Park (the “City”) adopted Resolution No. 2024-XXX on _____, 2024, approving a hardship exception to allow for the issuance of a road opening permit relating to certain construction to be undertaken in front of the Property subject to the terms and conditions set forth in a written agreement between the Parties; and

WHEREAS, the Parties wish to set forth their respective rights and responsibilities in the within Agreement.

NOW, THEREFORE, IT IS AGREED, as follows:

1. The City agrees to issue a road opening permit to the Owner subject to the following terms and conditions:

- a. The Owner shall abide by all of the requirements set forth in Chapter 16 of the City Code; and
- b. The Owner shall be required to perform reconstruction and repaving activities following the conclusion of the necessary work, at its sole cost and expense, under the supervision, and to the satisfaction, of the City, so that the roadway will be fully restored. To that end, the final paving patch of the restored road shall be performed including infrared asphalt repair and rolled to best blend with the new roadway to the satisfaction of the City Engineer; and
- c. If the Owner fails to abide by any requirements of the City relating to this matter, the City may revoke the road opening permit and pursue claims for damages against the Owner, which may include any costs necessary to properly restore the road. The Owner hereby waives any claims against the City in any case where the road opening permit has been revoked.

2. Contract Documents. This Agreement constitutes that entire agreement between the parties.

3. Assignment. The rights granted to the Owner pursuant to this Agreement shall not be assigned by the Owner to any other party, without the prior written approval of the City.

4. Indemnification. The Owner agrees to indemnify and hold the City, its officials, employees, professionals and agents, as well as the City’s insurance carrier(s) and broker(s), harmless from and against any and all claims, litigation, damages, etc., including reasonable attorney’s fees, relating to injuries (including death) sustained, and/or for damage(s) sustained to

property, in connection with or arising out of the construction work to be undertaken under this Agreement.

5. Notices. All notices, statements or other documents relating to this Agreement shall be hand-delivered or mailed to the following designated representatives:

a. The designated municipal representative for the City of Asbury Park is:

Municipal Clerk
City of Asbury Park
One Municipal Plaza
Asbury Park, New Jersey 07712

b. The designated representative for the Owner is:

Ron Rudolph
700 First Ave LLC
809 Bond Street
Asbury Park, New Jersey 07712

6. Entire Agreement. This Agreement contains the sole and entire agreement between the Parties concerning the road opening permit associated with the construction work to be undertaken at the Property and shall supersede any and all other agreements between the Parties concerning the same. There are no representations, warranties or agreements, whether express or implied, except as set forth in this Agreement. This Agreement may not be cancelled, changed, modified, or amended orally, and no cancellation, change, modification or amendment hereof shall be effective or binding unless in a written instrument signed by the Parties.

7. Waiver. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the Party against whom same is charged.

8. Interpretation; Governing Law. All the terms, conditions or other provisions of this Agreement shall be interpreted and governed by the laws of the State of New Jersey.

9. Enforceability. If any term or provision of this Agreement shall to any extent be deemed invalid or unenforceable by a Court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby, and each term and provision of this Agreement should be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Parties have hereto affixed their signatures and seals on the day and year first referenced above.

ATTEST:

CITY OF ASBURY PARK

LISA ESPOSITO,
CITY CLERK

MAYOR JOHN B. MOOR

WITNESS:

700 FIRST AVE, LLC

_____(Print Name)

_____(Print Name)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, March 27, 2024
RESOLUTION SUMMARY

2024-181

Amendment to the SDA for extension of the outside approvals date to June 30, 2024 to accommodate sale of Redevelopment Area Bonds.



RESOLUTION NO. 2024-181

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

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY PARK TO ENTER INTO AN AMENDMENT OF THE SUBSEQUENT DEVELOPER AGREEMENT WITH ASBURY PARTNERS, LLC AND TOLL BROS. ASBURY PARK URBAN RENEWAL LLC TO EXTEND THE DATE FOR THE ISSUANCE OF REDEVELOPMENT AREA BONDS IN CONNECTION WITH THE DEVELOPMENT OF PROPERTY LOCATED AT BLOCK 3103, LOT 1

WHEREAS, the *New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq.* (the “**Act**”) authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of redevelopment; and

WHEREAS, the Act confers certain contract, planning and financial powers upon a redevelopment entity, as defined at Section 3 of the Act, in order to implement redevelopment plans adopted pursuant thereto; and

WHEREAS, the City has elected to exercise these redevelopment entity powers directly, as permitted by Section 4 of the Act; and

WHEREAS, on June 5, 2002, the City adopted the “Asbury Park Waterfront Redevelopment Plan (Plan IV)” (as amended and supplemented from time to time, the “**Redevelopment Plan**”, a copy of which is on file with the City Clerk) with respect to the “**Asbury Park Waterfront Redevelopment Area**,” as defined in the Redevelopment Plan (the “**Redevelopment Area**”); and

WHEREAS, pursuant to the Act, including Section 8 thereof (*N.J.S.A. 40A:12A-8*), a municipality is permitted to contract with a redeveloper to develop redevelopment projects pursuant to a redevelopment plan within an area in need of redevelopment, as all such terms are defined in the Act; and

WHEREAS, the City and Asbury Partners, LLC (the “**Master Developer**”) entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002, as amended by the First Amendment dated June 13, 2018, and the Second Amendment dated October 3, 2019 (collectively, “**Redeveloper Agreement**”), which provide, among other things, that the Master Developer shall be responsible for the redevelopment of the

properties governed by the Redevelopment Plan, which redevelopment it may choose to undertake itself, or through agreements with selected subsequent developers; and

WHEREAS, a copy of the Redeveloper Agreement is on file with the City Clerk; and

WHEREAS, thereafter, the City, Master Developer and Toll Bros. Asbury Park Urban Renewal, LLC (the “**Entity**”) entered into that certain Subsequent Development Agreement (“**SDA**”) on September 21, 2022, whereby the Entity was designated as the Subsequent Developer to undertake the Project (as defined in the SDA) on the Project Sites located on property identified as Block 3103, Lot 1 (the “**Property**”) in the City of Asbury Park; and

WHEREAS, the SDA obligated the parties to issue the Redevelopment Area Bonds (“**RABs**”) within 60 days following receipt of Building Permits, which was no later than April 1, 2024, which date is about to expire; and

WHEREAS, the City, Master Developer and the Entity agree to an extension of the Outside Approvals Date to **June 30, 2024** to allow additional time for the issuance of RABs, which extension is to be addressed in the Amendment of the Subsequent Developer Agreement (“**Amendment**”).

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 are fully incorporated herein.

Section 2. Approval of the Amendment. The Amendment of the Subsequent Developer Agreement in substantially the form attached hereto as Exhibit A is hereby approved.

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

Section 4. Attestation and Sealing of the Amendment. The Clerk of the City is hereby authorized and directed, upon the execution of the Amendment in accordance with the terms of Section 3 hereof, to attest to the signature of the Mayor upon such document and is hereby further authorized and directed thereupon affix the corporate seal of the City upon such document.

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

Section 6. Payment of Outstanding Costs. This Resolution shall be effective immediately upon execution, subject to the condition of the Entity's full payment of any outstanding costs related to the review of the Project and the negotiation and preparation of the Amendment, together with the payment of any outstanding taxes, payments or other monies which may be due and owing to the City of Asbury Park, as may be applicable.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-181 which was finally adopted by the City Council at a meeting held on the 27th day of March, 2024

CERTIFIED BY ME THIS 28th DAY OF March, 2024.

LISA ESPOSITO
CITY CLERK

Exhibit A

Form of Amendment of the Subsequent Developer Agreement

AMENDMENT TO SUBSEQUENT DEVELOPER AGREEMENT

THIS AMENDMENT TO SUBSEQUENT DEVELOPER AGREEMENT (“**Amendment**”) made this _____ day of _____ 2024 by and between:

THE MAYOR AND CITY COUNCIL (together, the “**Governing Body**”) **OF THE CITY OF ASBURY PARK** (the “**City**”), in its capacity as a “redevelopment entity” pursuant to N.J.S.A. 40A:12A-4 with principal offices at 1 Municipal Plaza, Asbury Park, New Jersey 07712;

ASBURY PARTNERS, LLC in its capacity as Master Developer, pursuant to the hereinafter defined Redeveloper Agreement (the “**Master Developer**”), with principal offices at 205 Third Avenue, Asbury Park, New Jersey, 07712, along with its permitted successors and/or assigns;

AND

TOLL BROS. ASBURY PARK URBAN RENEWAL, LLC, with offices with principal offices located at 1140 Virginia Avenue, Fort Washington, Pennsylvania 19034, the urban renewal entity formed pursuant to the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq., (the “**Entity**”) (each, a “**Party**” and collectively, the “**Parties**”).

WITNESSETH

WHEREAS, the *New Jersey Local Redevelopment and Housing Law*, N.J.S.A. 40A:12A-1 et seq. (the “**Act**”) authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of redevelopment; and

WHEREAS, the Act confers certain contract, planning and financial powers upon a redevelopment entity, as defined at Section 3 of the Act, in order to implement redevelopment plans adopted pursuant thereto; and

WHEREAS, the City has elected to exercise these redevelopment entity powers directly, as permitted by Section 4 of the Act; and

WHEREAS, on June 5, 2002, the City adopted the “Asbury Park Waterfront Redevelopment Plan (Plan IV)” (as amended and supplemented from time to time, the “**Redevelopment Plan**”, a copy of which is on file with the City Clerk) with respect to the “Asbury Park Waterfront Redevelopment Area,” as defined in the Redevelopment Plan (the “**Redevelopment Area**”); and

WHEREAS, pursuant to the Act, including Section 8 thereof (N.J.S.A. 40A:12A-8), a municipality is permitted to contract with a redeveloper to develop redevelopment projects pursuant to a redevelopment plan within an area in need of redevelopment, as all such terms are defined in the Act; and

WHEREAS, the City and the Master Developer entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002, as amended by the First Amendment dated June 13, 2018, and the Second Amendment dated October 3, 2019 (collectively, “**Redeveloper Agreement**”), which provide, among other things, that the Master Developer shall be responsible for the redevelopment of the properties governed by the Redevelopment Plan, which redevelopment it may choose to undertake itself, or through agreements with selected subsequent developers; and

WHEREAS, the City, the Master Developer and Toll Bros. Asbury Park Urban Renewal, LLC (“**Toll Bros.**”) entered into the Subsequent Development Agreement (“**SDA**”) on September 21, 2022, whereby Toll Bros. was designated as the Subsequent Developer to undertake the Project (as defined in the SDA) on the Project Site located on property identified as Block 3103, Lot 1 in the City of Asbury Park (collectively, the “**Project**”); and

WHEREAS, the SDA obligated the parties to issue the Redevelopment Area Bonds (“RABs”) within 60 days following the receipt of Building Permits, which was no later than April 1, 2024 (i.e. “**Outside Approvals Date**”), which date is about to expire; and

WHEREAS, the Parties agree to an extension of the Outside Approvals Date until June 30, 2024 to allow additional time for the issuance of the RABs for the Property; and

WHEREAS, the extension of the Outside Approvals Date is not intended to extend the overall construction interest period

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereto do hereby amend the Subsequent Developer Agreement, as follows:

SECTION I. Construction. The foregoing recitals are hereby incorporated in this Amendment by reference as if set forth herein at length. All terms not defined herein shall have the meanings set forth in the SDA. Other than as specifically modified by this Amendment all other terms, conditions and obligations of the SDA shall remain unmodified and shall remain in full force and effect.

SECTION II. Outside Approvals Date. The Outside Approvals Date shall be extended until no later than **June 30, 2024**.

SECTION III. Miscellaneous. This Amendment shall be implemented as follows:

A. **Entire Agreement.** The SDA, as amended by this Amendment, contains the entire agreement of the Parties with respect to the subject matter hereof. No provision hereof may be modified or waived orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

B. **Signatures/Execution.** This agreement may be executed in counterparts.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this Amendment to Subsequent Developer Agreement as of the date first written above.

Attest:

THE CITY OF ASBURY PARK

By: _____
Lisa Esposito
City Clerk
Date:

By: _____
John Moor
Mayor
Date:

TOLL BROS. URBAN RENEWAL, LLC

Witness:

Name:
Title:
Date:

By: _____
Name:
Title: President
Date:

ASBURY PARTNERS, LLC

Witness:

Name:
Title:
Date:

By: _____
Brian A. Cheripka
Senior Vice President
Date:



Individual Resolutions
Meeting of the Municipal Council
Wednesday, March 27, 2024
RESOLUTION SUMMARY

2024-182

This RAB bond resolution is one of the next issuances of RABs in the not to exceed \$58,000,000 “SHELF” RAB financing that was approved by the Mayor and Council on February 20, 2013 and subsequent approval by the New Jersey Local Finance Board. This project involves the issuance of not to exceed \$6,500,000 RABs (which gets subtracted from the original \$58,000,000) to pay for the outstanding public infrastructure improvements in the Waterfront Redevelopment Area that have been completed by iStar and not reimbursed to date. The RABs are not a debt or liability of the City, but are secured by the special assessments paid by the property owners of the 62 unit townhome project on Block 3103, Lot 1 in the City (between Lake Avenue, Heck Street, Grand Avenue and Cookman Avenue).



RESOLUTION NO. 2024-182

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

SUPPLEMENTAL RESOLUTION AUTHORIZING THE ISSUANCE OF ONE OR MORE SERIES OF ADDITIONAL NON-RECOURSE REDEVELOPMENT AREA BONDS OF THE CITY OF ASBURY PARK IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$6,500,000 (WATERFRONT REDEVELOPMENT AREA INFRASTRUCTURE PROJECT) IN CONNECTION WITH A PROJECT BEING UNDERTAKEN IN THE CITY BY TOLL BROS. ASBURY PARK URBAN RENEWAL LLC) AND AS A PORTION OF NON-RECOURSE REDEVELOPMENT AREA BONDS OF THE CITY PREVIOUSLY APPROVED PURSUANT TO A RESOLUTION DULY ADOPTED BY THE CITY COUNCIL ON FEBRUARY 20, 2013

WHEREAS, the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the “**Redevelopment Law**” or the “**Act**”) authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of redevelopment; and

WHEREAS, the Redevelopment Law confers certain contract, planning and financial powers upon a redevelopment entity, as defined at Section 3 of the Act, in order to implement redevelopment plans adopted pursuant thereto; and

WHEREAS, the City has elected to exercise these redevelopment entity powers directly, as permitted by Section 4 of the Act; and

WHEREAS, on June 5, 2002, the City adopted the “Asbury Park Waterfront Redevelopment Plan (Plan IV)” (as amended and supplemented from time to time, the “**Redevelopment Plan**”) with respect to the “Asbury Park Waterfront Redevelopment Area,” as defined in the Redevelopment Plan, and consisting of the “Prime Renewal Area” and the “Boardwalk Area”, as such terms are also defined therein (collectively, the “**Waterfront Redevelopment Area**”); and

WHEREAS, pursuant to the Redevelopment Law, including Section 8 thereof (*N.J.S.A. 40A:12A-8*), a municipality is permitted to contract with a redeveloper to develop redevelopment projects pursuant to a redevelopment plan within an area in need of redevelopment, as all such terms are defined in the Redevelopment Law; and

WHEREAS, the City and Asbury Partners, LLC (the “**Master Developer**”) entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated

October 28, 2002 (as amended by the First Amendment dated June 18, 2018, and the Second Amendment dated October 3, 2019 (collectively, the “**Redeveloper Agreement**”); and

WHEREAS, as a result of the world-wide financial issues (the “**Financial Crisis**”) occurring in or about 2008, an affiliate of iStar Financial Inc., as lender to Master Developer, foreclosed on a pledge of the membership interests of Master Developer, thereby succeeding to the ownership of the equity interests in the Master Developer; and

WHEREAS, during the Financial Crisis, Master Developer and the City arbitrated certain disputed issues arising under and in accordance with the requirements of the Redeveloper Agreement; and

WHEREAS, on or about July 18, 2011, arbitrator, Honorable Nicholas Politan issued an arbitrator’s award (the “**Arbitrator’s Award**”) that determined, among other things, that the Parties should seek to work collaboratively to finance infrastructure improvements that are a critical construction condition to the development of residential housing units and other economic development activity within the Waterfront Redevelopment Area; and

WHEREAS, in order to comply with the spirit of the Arbitration Award to induce the Master Developer to proceed expeditiously with the development of residential units and other economic development activities within the Waterfront Redevelopment Area, and to determine an appropriate means to finance the cost of the infrastructure improvements, the City has determined that the cost of the infrastructure improvements should be assessed in the manner provided in *N.J.S.A. 40:56-1 et seq.* (the “**Local Improvements Law**”) and/or pursuant to an assessment agreement under the Redevelopment Area Bond Financing Law pursuant to *N.J.S.A. 40A:12A-64 et seq.* (the “**RAB Law**”); and

WHEREAS, pursuant to Section 7.1 of the Redeveloper Agreement, the Master Developer is responsible for the costs of certain wastewater, stormwater, roadway, streetscape, utility and other infrastructure improvements (the “**Infrastructure Improvements**”) within the Waterfront Redevelopment Area, which Infrastructure Improvements, in whole or in part, constitute (i) redevelopment projects (collectively, the “**Infrastructure Redevelopment Project**” or the “**Project**”) to be undertaken pursuant to the Redevelopment Plan in the Waterfront Redevelopment Area, all as contemplated by the Redevelopment Law and RAB Law, and (ii) local improvements within the meaning, and for the purposes set forth in the Local Improvement Law for which a special assessment may be imposed; and

WHEREAS, pursuant to the RAB Law, a municipality may issue bonds (“**RABs**”) to finance redevelopment projects pursuant to a redevelopment plan within an area in need of redevelopment, which RABs may be secured by, among other things, a special assessment on certain property within an area in need of redevelopment (the “**Special Assessments**”); and

WHEREAS, on February 20, 2013, the City finally adopted that certain ordinance entitled “An Ordinance of the City of Asbury Park, in the County of Monmouth, New Jersey, Providing for the Special Assessment of the Cost of Certain Wastewater, Stormwater, Roadway, Streetscape, Utility and Other Infrastructure Improvements in Portions of the Prime Renewal

Area and the Boardwalk Area within the Asbury Park Redevelopment Area and Establishment of a Mechanism for Payment of the Cost Thereof” (the “**Ordinance**”), which Ordinance authorized the imposition of the Special Assessments pursuant to the statutory procedure set forth in the Local Improvements Law, *N.J.S.A. 40:56-1 et seq.* or pursuant to special assessment agreements (each, a “**Special Assessment Agreement**”); and

WHEREAS, as an inducement to the Master Developer to undertake the Project and in furtherance of the purposes of the Act and the RAB Law and to assist in financing the cost of the Project, the City also adopted a resolution on February 20, 2013 entitled “A RESOLUTION AUTHORIZING THE ISSUANCE OF ONE OR MORE SERIES OF NON-RECOURSE REDEVELOPMENT AREA BONDS OF THE CITY OF ASBURY PARK IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$58,000,000 (WATERFRONT REDEVELOPMENT AREA INFRASTRUCTURE PROJECT)” (the “**Bond Authorizing Resolution**”) authorizing the issuance its non-recourse Redevelopment Area Bonds (Waterfront Redevelopment Area Infrastructure Project), in an aggregate principal amount not to exceed \$58,000,000, in one or more series (the “**Bonds**”), which Bonds shall be secured by a pledge of the Pledged Portion of the Assessment, as defined in that certain Special Assessment Agreement executed by and between the City and the Master Developer (the “**Master Developer Special Assessment Agreement**”), and assignment of certain rights of the City with respect to the Project, including certain rights of the City under that certain Master Developer Special Assessment Agreement, and from time to time, by a Pledged Portion of the Assessment with respect to other Special Assessment Agreements or Special Assessments imposed in accordance with the Local Improvements Law, as such Special Assessment Agreements are executed and/or such Special Assessments are imposed, pursuant to a Trust Indenture dated July 1, 2013, as supplemented pursuant to supplemental trust indentures to be executed in connection with each series of Bonds, including but not limited to the First Supplemental Indenture dated July 1, 2013, the Second Supplemental Indenture dated January 1, 2016, the Third Supplemental Indenture dated January 1, 2016, a Fourth Supplemental Indenture dated June 1, 2021, a Sixth Supplemental Indenture dated September 23, 2022, and a Seventh Supplemental Indenture dated September 22, 2023 (collectively, the “**Trust Indenture**”) by and between the Authority and U.S. Bank Trust Company, National Association, formerly known as U.S. Bank, National Association (the “**Trustee**”), which pledge and assignment are hereby declared to further secure the payment of the principal of and interest on the Bonds; and

WHEREAS, the City issued \$1,055,000 aggregate principal amount of its initial non-recourse Redevelopment Area Bonds, Series 2013A (Waterfront Redevelopment Area Infrastructure Project) on July 19, 2013 (the “**Vive Bonds**”) to provide funds to, among other things, finance and/or refinance part of the \$1,531,092 principal amount of Infrastructure Improvements set forth in that Special Assessment Agreement dated May 15, 2013 (the “**Vive URE Special Assessment Agreement**”) entered into between the City and AP Block 146 Developer Urban Renewal, LLC (the “**Vive URE**”), an affiliate of the Master Developer, with respect to, and for the benefit of, the twenty-eight (28) condominium unit housing redevelopment project constructed on property owned by Vive URE consisting of 801, 803, 805 and 807 Kingsley Street in the City (i.e., Block 3903, Lot 1 on the official tax maps of the City as a result of the consolidation of Block 3903, Lots 1, 2 and 3, the “**Vive Condominium**”); and

WHEREAS, the City issued \$1,465,000 aggregate principal amount of its non-recourse Redevelopment Area Bonds Series 2016A (Waterfront Redevelopment Area Infrastructure Project) on January 7, 2016 (the “**South Grand Bonds**”) to provide funds to, among other things, finance and/or refinance part of the \$1,117,220 principal amount of Infrastructure Improvements set forth in that Special Assessment Agreement dated January 7, 2016 (the “**South Grand URE Special Assessment Agreement**”) entered into between the City, AP at South Grand Urban Renewal, LLC and K. Hovnanian at Asbury Park Urban Renewal, LLC, to provide funding to the Master Developer for the financing of the Cost of certain wastewater, stormwater, roadway, streetscape, utility and other Infrastructure Improvements for the benefit of twenty-eight (28) townhomes on property identified as Block 3205, Lots 13, 14 and 15 on the official tax map of the City (the “**South Grand Project**”); and

WHEREAS, the City issued \$1,980,000 aggregate principal amount of its non-recourse Redevelopment Area Bonds Series 2016B (Waterfront Redevelopment Area Infrastructure Project) on January 7, 2016 (the “**Monroe Bonds**”) to provide funds to, among other things, finance and/or refinance part of the \$2,533,400.21 principal amount of Infrastructure Improvements set forth in that Special Assessment Agreement dated January 7, 2016 (the “**Monroe URE Special Assessment Agreement**”) entered into between the City and by AP at Monroe Urban Renewal, LLC, to provide funding to the Master Developer for the financing of the Cost of certain wastewater, stormwater, roadway, streetscape, utility and other Infrastructure Improvements for the benefit of a three to four story condominium building containing thirty-four (34) residential units on property commonly known as 601 Heck Street in the City and currently identified as Block 3205, Lot 16, on the official tax map of the City (the “**Monroe Project**”)

WHEREAS, the City issued \$3,375,000 aggregate principal amount of its non-recourse Redevelopment Area Bonds Series 2021A (Waterfront Redevelopment Area Infrastructure Project) on June 4, 2021 (the “**Triangle Bonds**”) to provide funds to, among other things, finance and/or refinance part of the \$2,448,281.25 principal amount of Infrastructure Improvements set forth in that Amended and Restated Special Assessment Agreement dated June 4, 2021 (the “**Triangle Townhome Special Assessment Agreement**”) entered into between the City and by K. Hovnanian’s Cove at Asbury Park Urban Renewal, LLC, to provide funding to the Master Developer for the financing of the Cost of certain wastewater, stormwater, roadway, streetscape, utility and other Infrastructure Improvements for the benefit of 48 residential condominium units on property in the City and currently identified as Block 3801, Lots 1.01, 1.03 and 1.05, on the official tax map of the City (the “**Triangle Project**”).

WHEREAS, the City issued \$1,675,000 aggregate principal amount of its non-recourse Redevelopment Area Bonds, Series 2023A (Waterfront Redevelopment Area Baltic Infrastructure Project) on September 22, 2023 (the “**Baltic Bonds**”) to provide funds to, among other things, finance and/or refinance part of the \$1,081,382.25 principal amount of Infrastructure Improvements set forth in that Amended and Restated Special Assessment Agreement dated September 21, 2023 (the “**Baltic Special Assessment Agreement**”) entered into

between the City and K. Hovnanian's Baltic at Asbury Park Urban Renewal, LLC to provide funding to the Master Developer for the financing of the Cost of certain wastewater, stormwater, roadway, streetscape, utility and other Infrastructure Improvements for the benefit of 17 residential condominium units on property in the City and currently identified as Block 4003, Lots 1, 2 and 16, on the official tax map of the City (the "**Baltic Project**").

WHEREAS, the City issued \$2,545,000 aggregate principal amount of its non-recourse Redevelopment Area Bonds, Series 2023B (Waterfront Redevelopment Area Aegean Infrastructure Project) on September 22, 2023 (the "**Aegean Bonds**") to provide funds to, among other things, finance and/or refinance part of the \$1,712,783.75 principal amount of Infrastructure Improvements set forth in that Amended and Restated Special Assessment Agreement dated September 21, 2023 (the "Aegean Special Assessment Agreement") entered into between the City and K. Hovnanian's Aegean at Asbury Park Urban Renewal, LLC to provide funding to the Master Developer for the financing of the Cost of certain wastewater, stormwater, roadway, streetscape, utility and other Infrastructure Improvements for the benefit of 27 residential condominium units on property in the City and currently identified as Block 4003, Lots 12, 13 and 14, on the official tax map of the City (the "**Aegean Project**").

WHEREAS, \$45,905,000 of the original \$58,000,000 non-recourse Bonds authorized by the Bond Authoring Resolution remains and the City desires to issue one or more series of additional non-recourse Bonds in an aggregate principal amount not to exceed \$6,500,000 (the "**Toll Bros. AP Bonds**") in connection a portion of the Project being undertaken in the City by Toll Bros. Asbury Park Urban Renewal LLC, to provide funding to the Master Developer for the financing of this portion of the Project, including the development of property identified as Block 3103, Lot 1 on the Official Tax Map of the City (the "**Toll Bros. AP Project**") and in accordance with the Master Developer Special Assessment Agreement, the Ordinance, and an additional Special Assessment Agreement to be entered into between the City and by Toll Bros. Asbury Park Urban Renewal LLC (the "**Toll Bros. AP Special Assessment Agreement**"), providing, in part, for payments by the owners of the properties benefited by the Toll Bros. AP Project to meet installments of interest and principal on the Toll Bros. AP Bonds.

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY PARK, NEW JERSEY, AS FOLLOWS:

Section 1. Determination to Issue. To accomplish the purposes and objectives of the Act and the RAB Law, the City hereby determines to finance the Toll Bros. AP Project as a portion of the Project. In order to finance the Toll Bros. AP Project, the additional Bonds in the aggregate principal amount not to exceed \$6,500,000 (the "**Toll Bros. AP Bonds**") are hereby authorized to be issued as Additional Bonds under and as such term is defined in the Trust Indenture, as may be amended and supplemented in connection with the issuance of the Toll Bros. AP Bonds, from the original authorization of Bonds, making the remaining authorization of Bonds to be issued to be issued pursuant to the Bond Authorizing Resolution not to exceed \$39,405,000 (after deducting the amount of the Vive Bonds, the South Grand Bonds, the Monroe Bonds, the Triangle Bonds, the Baltic Bonds and the Aegean Bonds, and as adjusted after the issuance of the Toll Bros. AP Bonds authorized hereby). Taking from that consideration of the proposed not to exceed \$2,000,000 7th Avenue Bonds to be issued parallel with the Toll Bros. AP

Bonds, that not to exceed amount is \$37,405,000. The Toll Bros. AP Bonds may be issued in multiple series, shall be dated, shall bear interest at such rates of interest and shall be payable as to principal, interest and premium, if any, all as is specified therein. The Toll Bros. AP Bonds shall be issued in the form, shall mature, shall be subject to redemption prior to maturity and shall have such other details and provisions as are prescribed by the Trust Indenture, as may be amended and supplemented in connection with the issuance of the Toll Bros. AP Bonds.

Section 2. Bonds to Constitute Special Limited Obligations. The Toll Bros. AP Bonds, which are issued as Additional Bonds under the Trust Indenture, as may be amended and supplemented in connection with the issuance of the Toll Bros. AP Bonds, shall be special limited obligations of the City, payable solely out of the Pledged Portion of the Assessment and any other moneys derived pursuant to the Master Developer Special Assessment Agreement, and the Pledged Portion of the Assessment with respect to the Special Assessment Agreement or Special Assessments imposed in accordance with the Local Improvements Law, including those imposed by the Toll Bros. AP Special Assessment Agreement to be executed and/or such Special Assessments are imposed from time to time; and all such moneys are hereby pledged to the payment of the Toll Bros. AP Bonds. The payment of the principal of, premium, if any, and interest on the Toll Bros. AP Bonds shall be secured by a pledge and assignment of the Pledged Portion of the Assessment and certain rights of the City as provided in the Master Developer Special Assessment Agreement and those certain Special Assessment Agreements (to be executed from time to time) including the Toll Bros. AP Special Assessment Agreement. Neither the members of City Council nor any person executing the Toll Bros. AP Bonds issued pursuant to this resolution, the Act and the RAB Law shall be liable personally on the Toll Bros. AP Bonds by reason of the issuance thereof. The Toll Bros. AP Bonds shall not be in any way a debt or liability of the City other than to the limited extent set forth in the Trust Indenture, as may be amended and supplemented in connection with the issuance of the Toll Bros. AP Bonds. Neither the faith and credit nor taxing power of the City is pledged to the payment of, the principal or redemption price, if any, of or interest on the Toll Bros. AP Bonds.

Section 3. Authorization of Bonds. (a) The Toll Bros. AP Bonds shall mature no later than 30 years from the date of issuance and shall be issued in an aggregate principal amount not exceeding \$6,500,000. The Toll Bros. AP Bonds shall bear interest at a rate or rates of interest which shall not exceed the maximum interest rates approved by the Local Finance Board in the Division of Local Government Services in the Department of Community Affairs (the **“Local Finance Board”**).

(b) The Mayor or City Manager (each an **“Authorized Officer”**) are each hereby authorized and directed to execute and deliver on behalf of the City a contract of purchase for the purchase of each series of Toll Bros. AP Bonds (the **“Contract of Purchase”**) with an underwriter or underwriters (the **“Underwriter”** or **“Underwriters”**) to be determined by a certificate of award executed by an Authorized Officer (the **“Award Certificate”**) as determined by an Authorized Officer in consultation with counsel, approval thereof to be evidenced by such Authorized Officer's execution thereof, for the purchase of all, but not less than all, of each series of Toll Bros. AP Bonds. The Toll Bros. AP Bonds may be sold pursuant to a competitive sale, negotiated sale or limited placement agency, all as determined by an Authorized Officer. A copy of the Contract of Purchase shall be filed upon execution with the records of the City.

Section 4. Execution and Authentication. The Toll Bros. AP Bonds shall be executed and authenticated in accordance with the Trust Indenture, as may be amended and supplemented in connection with the issuance of the Toll Bros. AP Bonds, and shall be issued in registered form qualifying for book entry registration.

Section 5. Delivery of Bonds. Following execution of the Toll Bros. AP Bonds, the Authorized Officer are each hereby authorized to deliver the Toll Bros. AP Bonds to the Trustee for authentication and, after authentication, to deliver the Toll Bros. AP Bonds to the Underwriters against receipt of the purchase price or unpaid balance thereof.

Section 6. Approval of Offering Document. The distribution by the Underwriters of a Limited Offering Memorandum or Official Statement in preliminary form (the “**Preliminary Offering Document**”) relating to the Toll Bros. AP Bonds (a draft of which shall be filed with records of the City) in connection with the marketing of the Toll Bros. AP Bonds, and the distribution of a final Limited Offering Memorandum or Official Statement relating to the Toll Bros. AP Bonds to the purchasers of the Toll Bros. AP Bonds (the “**Offering Document**”) is hereby authorized. The Authorized Officers are each hereby authorized to approve the contents of the Preliminary Offering Document with such changes therein and modifications thereto as counsel may advise and such officer of the City may approve. The Authorized Officers are each hereby authorized to approve the contents of the Offering Document and to execute the Offering Document on behalf of the City, which Offering Document shall be in substantially the form of the Preliminary Offering Document with such changes therein (including the insertion of the redemption provisions and the initial interest rates for the Toll Bros. AP Bonds) and supplements thereto as counsel may advise and the officer of the City executing the same may approve, such approval to be [evidenced](#) by such officer’s execution thereof. The Authorized Officers are each hereby authorized to “deem final” the Preliminary Offering Document and to execute and deliver a certificate to the Underwriters to such effect.

Section 7. Approval of Ninth Supplemental Indenture. The form of the Ninth Supplemental Indenture presented to this meeting (a copy of which is on file with the records of the City), and all instruments to be attached thereto or executed in conjunction therewith, is hereby approved and the Authorized Officers are each hereby authorized to execute, acknowledge and deliver, and the City Clerk or Deputy City Clerk are each hereby authorized to affix and attest the seal of the City to the Ninth Supplemental Indenture in such form, with such changes therein as counsel may advise and the officers executing the same may approve, such approval to be evidenced by their execution thereof.

Section 8. Incidental Action. The Authorized Officers are each hereby authorized and directed to execute and deliver such other papers, instruments, certificates, opinions, affidavits and documents, including, without limitation, the Pledge and Assignment Agreement, and to take such other action as may be necessary or appropriate in order to carry out the purpose of this Resolution, including effectuating the execution and delivery of the Trust Indenture (inclusive of the Ninth Supplemental Indenture), the Master Developer Special Assessment Agreement and any Special Assessment Agreements, including the Toll Bros. AP Special

Assessment Agreement and the issuance and sale of the Toll Bros. AP Bonds, all in accordance with the foregoing sections hereof.

Section 9. Prior Resolutions. All prior resolutions of the City or portions thereof inconsistent herewith are hereby replaced.

Section 10. Capitalized Terms. Capitalized terms used in this Resolution and not otherwise defined have the meaning given to such terms in the Trust Indenture.

Section 11. Construction. In case any one of more of the provisions of this resolution, the Trust Indenture (inclusive of the Ninth Supplemental Indenture), the Contract of Purchase, the Official Statement or the Toll Bros. AP Bonds issued hereunder shall for any reason be held illegal or invalid, such illegality or invalidity shall not affect any other provision of this resolution of the Trust Indenture, the Contract of Purchase, the Official Statement and the Toll Bros. AP Bonds shall be construed and enforced as if such illegal or invalid provision had not been contained therein.

Section 12. Effective Date. This Resolution shall take effect immediately upon adoption.

**CERTIFICATION OF CITY CLERK
REGARDING ADOPTION OF RESOLUTION**

I, Lisa Esposito, Clerk of the City of Asbury Park, in the County of Monmouth, State of New Jersey (the "City"), HEREBY CERTIFY that the attached resolution entitled, "SUPPLEMENTAL RESOLUTION AUTHORIZING THE ISSUANCE OF ONE OR MORE SERIES OF ADDITIONAL NON-RECOURSE REDEVELOPMENT AREA BONDS OF THE CITY OF ASBURY PARK IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$6,500,000 (WATERFRONT REDEVELOPMENT AREA INFRASTRUCTURE PROJECT) IN CONNECTION WITH A PROJECT BEING UNDERTAKEN IN THE CITY BY TOLL BROS. ASBURY PARK URBAN RENEWAL LLC) AND AS A PORTION OF NON-RECOURSE REDEVELOPMENT AREA BONDS OF THE CITY PREVIOUSLY APPROVED PURSUANT TO A RESOLUTION DULY ADOPTED BY THE CITY COUNCIL ON FEBRUARY 20, 2013", was adopted by the City Council at a meeting duly called and held on March 27, 2024 in full compliance with the Open Public Meetings Act, N.J.S.A. 10:4-6 et seq., at which meeting a quorum was present and acting throughout and that such resolution was adopted by the following vote:

Ayes:

Nays:

and that the attached resolution has been compared by me with the original thereof as contained in the minutes as officially recorded in my office in the Minute Book of such governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to within and aforesaid resolution has not been repealed, amended or rescinded but remains in full force and effect on and as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City this ___ day of _____, 2024.

Lisa Esposito
City Clerk

228592225 v2

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-182 which was finally adopted by the City Council at a meeting held on the 27th day of March, 2024

CERTIFIED BY ME THIS 28th DAY OF March, 2024.

LISA ESPOSITO
CITY CLERK

NINTH SUPPLEMENTAL INDENTURE**By and Between****CITY OF ASBURY PARK, NEW JERSEY****and****U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION****Relating To**

**\$6,500,000 REDEVELOPMENT AREA BONDS, SERIES 2024
(WATERFRONT REDEVELOPMENT AREA TOLL BROS. AP INFRASTRUCTURE
PROJECT)
(NON-RECOURSE)**

Dated as of _____, 2024

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I SHORT TITLE, DEFINITIONS, AND AUTHORITY	4
Section 1.1. Short Title	4
Section 1.2. Definitions	4
Section 1.3. Authority	4
Section 1.4. Time	5
ARTICLE II AUTHORIZATION, TERMS, AND ISSUANCE OF SERIES 2024 BONDS	5
Section 2.1. Principal Amount, Designation, and Series	5
Section 2.2. Purposes	5
Section 2.3. Date, Maturities, and Interest Rate	5
Section 2.4. Form, Denomination, Numbers, and Letters	5
Section 2.5. Conditions Precedent to Issuance of Series 2024 Bonds	6
Section 2.6. Appointment of Paying Agent	6
Section 2.7. Appointment of Registrar and Authenticating Agent	6
Section 2.8. Book Entry; Letter of Representation	6
Section 2.9. Redemption of Series 2024 Bonds	6
ARTICLE III ESTABLISHMENT OF ADDITIONAL SUBACCOUNTS, APPLICATION OF PROCEEDS OF THE SALE OF SERIES 2024 BONDS; AND USE AND DISBURSEMENTS OF ACCOUNTS	8
Section 3.1. Establishment of Accounts	8
Section 3.2. Application of Series 2024 Bond Proceeds and Use of 2024 Accounts	8
Section 3.3. Security for the Series 2024 Bonds	8
ARTICLE IV PROVISIONS RELATING TO THE SERIES 2024 BONDS	9
Section 4.1. Compliance with Certain Tax Provisions	9
Section 4.1. Appointment of Administrator, Special Assessment Amount and Deficiency Amount	9
ARTICLE V MISCELLANEOUS	9
Section 5.1. Ninth Supplemental Indenture Construed with Indenture	9
Section 5.2. Indenture as Supplemented to Remain in Effect	9
Section 5.3. Execution in Counterparts	9
Section 5.4. Severability	9
Section 5.5. Confirmation of Actions	9
Section 5.6. Governing Law	9
Section 5.7. Notices	10
SCHEDULE A - TERMS OF SERIES 2024 BONDS	A-1
SCHEDULE B - FORMS OF BONDS	B-1

NINTH SUPPLEMENTAL INDENTURE

This Ninth Supplemental Indenture, dated as of _____, 2024, by and between the CITY OF ASBURY PARK, NEW JERSEY, a body corporate and politic of the State of New Jersey (the "City"), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association having trust and fiduciary powers in New Jersey, as trustee (the "Trustee").

WHEREAS, the City and the Trustee have entered into the Indenture of Trust dated as of June 1, 2013 (the "Indenture"); and

WHEREAS, by resolution duly adopted on February 20, 2013, the City has authorized the issuance of one or more series of non-recourse redevelopment area bonds pursuant to the Indenture in an aggregate principal amount not to exceed \$58,000,000 pursuant to the provisions of the Redevelopment Area Bond Financing Law (N.J.S.A. 40A:12A-64 et. seq.) (the "RAB Law") in order to provide a means for financing certain infrastructure improvements (the "Improvements") in the Asbury Park Waterfront Redevelopment Area required to be undertaken by Asbury Partners, LLC ("Master Developer") under the terms of an Amended and Restated Master Developer and Land Disposition Agreement dated October 28, 2002, as such agreement may be amended and supplemented from time to time ("Master Developer Agreement") in connection with the development of certain residential housing units; and

WHEREAS, pursuant to the RAB Law, the City may issue bonds ("RABs") to finance redevelopment projects pursuant to a redevelopment plan within an area in need of redevelopment, such bonds may be secured by, among other things, a special assessment on property within an area in need of redevelopment; and

WHEREAS, in furtherance of the issuance of the RABs, the City finally adopted on February 20, 2013 an Ordinance entitled "An Ordinance of the City of Asbury Park, in the County of Monmouth, New Jersey, providing for the Special Assessment of the Cost of certain Wastewater, Stormwater, Roadway, Streetscape, Utility and Other Infrastructure Improvements in Portions of the Prime Renewal Area and the Boardwalk Area within the Asbury Park Redevelopment Area and Establishment of a Mechanism for Payment of the Cost Thereof" and entered into a special assessment agreement dated May 15, 2013 with Master Developer (the "Master Developer Special Assessment Agreement") and together with the hereinafter defined Toll Bros. AP URE Special Assessment Agreement and the hereinafter defined Toll Bros. AP Special Assessment Agreement (collectively, the "Special Assessment Agreements") for the assessment on certain property of the costs of such Improvements; and

WHEREAS, the City issued \$1,055,000 aggregate principal amount of its initial non-recourse Redevelopment Area Bonds, Series 2013A (Waterfront Redevelopment Area Infrastructure Project) on July 19, 2013 (the "**Vive Bonds**") to provide funds to, among other things, finance and/or refinance part of the \$1,531,092 principal amount of Infrastructure Improvements set forth in that Special Assessment Agreement dated May 15, 2013 (the "**Vive URE Special Assessment Agreement**") entered into between the City and AP Block 146 Developer Urban Renewal, LLC (the "**Vive URE**"), an affiliate of the Master Developer, with respect to, and for the benefit of, the twenty-eight (28) condominium unit housing redevelopment project constructed on property owned by Vive URE consisting of 801, 803, 805 and 807 Kingsley Street in the City (i.e., Block 3903, Lot 1 on the official tax maps of the City as a result of the consolidation of Block 3903, Lots 1, 2 and 3, the "**Vive Condominium**"); and

WHEREAS, the City issued \$1,465,000 aggregate principal amount of its non-recourse Redevelopment Area Bonds Series 2016A (Waterfront Redevelopment Area Infrastructure Project) on January 7, 2016 (the “**South Grand Bonds**”) to provide funds to, among other things, finance and/or refinance part of the \$1,117,220 principal amount of Infrastructure Improvements set forth in that Special Assessment Agreement dated January 7, 2016 (the “**South Grand URE Special Assessment Agreement**”) entered into between the City, AP at South Grand Urban Renewal, LLC and K. Hovnanian at Asbury Park Urban Renewal, LLC, to provide funding to the Master Developer for the financing of the Cost of certain wastewater, stormwater, roadway, streetscape, utility and other Infrastructure Improvements for the benefit of twenty-eight (28) townhomes on property identified as Block 3205, Lots 13, 14 and 15 on the official tax map of the City (the “**South Grand Project**”); and

WHEREAS, the City issued \$1,980,000 aggregate principal amount of its non-recourse Redevelopment Area Bonds Series 2016B (Waterfront Redevelopment Area Infrastructure Project) on January 7, 2016 (the “**Monroe Bonds**”) to provide funds to, among other things, finance and/or refinance part of the \$2,533,400.21 principal amount of Infrastructure Improvements set forth in that Special Assessment Agreement dated January 7, 2016 (the “**Monroe URE Special Assessment Agreement**”) entered into between the City and by AP at Monroe Urban Renewal, LLC, to provide funding to the Master Developer for the financing of the Cost of certain wastewater, stormwater, roadway, streetscape, utility and other Infrastructure Improvements for the benefit of a three to four story condominium building containing thirty-four (34) residential units on property commonly known as 601 Heck Street in the City and currently identified as Block 3205, Lot 16, on the official tax map of the City (the “**Monroe Project**”)

WHEREAS, the City issued \$3,375,000 aggregate principal amount of its non-recourse Redevelopment Area Bonds Series 2021A (Waterfront Redevelopment Area Infrastructure Project) on June 4, 2021 (the “**Triangle Bonds**”) to provide funds to, among other things, finance and/or refinance part of the \$2,448,281.25 principal amount of Infrastructure Improvements set forth in that Amended and Restated Special Assessment Agreement dated June 4, 2021 (the “**Triangle Townhome Special Assessment Agreement**”) entered into between the City and by K. Hovnanian’s Cove at Asbury Park Urban Renewal, LLC, to provide funding to the Master Developer for the financing of the Cost of certain wastewater, stormwater, roadway, streetscape, utility and other Infrastructure Improvements for the benefit of 48 residential condominium units on property in the City and currently identified as Block 3801, Lots 1.01, 1.03 and 1.05, on the official tax map of the City (the “**Triangle Project**”).

WHEREAS, the City issued \$1,675,000 aggregate principal amount of its non-recourse Redevelopment Area Bonds, Series 2023A (Waterfront Redevelopment Area Baltic Infrastructure Project) on September 22, 2023 (the “**Baltic Bonds**”) to provide funds to, among other things, finance and/or refinance part of the \$1,081,382.25 principal amount of Infrastructure Improvements set forth in that Amended and Restated Special Assessment Agreement dated September 21, 2023 (the “**Baltic Special Assessment Agreement**”) entered into between the City and K. Hovnanian’s Baltic at Asbury Park Urban Renewal, LLC to provide funding to the Master Developer for the financing of the Cost of certain wastewater, stormwater, roadway, streetscape, utility and other Infrastructure Improvements for the benefit of 17 residential condominium units on property in the City and currently identified as Block 4003, Lots 1, 2 and 16, on the official tax map of the City (the “**Baltic Project**”).

WHEREAS, the City issued \$2,545,000 aggregate principal amount of its non-recourse Redevelopment Area Bonds, Series 2024 (Waterfront Redevelopment Area Aegean

Infrastructure Project) on September 22, 2023 (the “**Aegean Bonds**”) to provide funds to, among other things, finance and/or refinance part of the \$1,712,783.75 principal amount of Infrastructure Improvements set forth in that Amended and Restated Special Assessment Agreement dated September 21, 2023 (the “Aegean Special Assessment Agreement”) entered into between the City and K. Hovnanian’s Aegean at Asbury Park Urban Renewal, LLC to provide funding to the Master Developer for the financing of the Cost of certain wastewater, stormwater, roadway, streetscape, utility and other Infrastructure Improvements for the benefit of 27 residential condominium units on property in the City and currently identified as Block 4003, Lots 12, 13 and 14, on the official tax map of the City (the “**Aegean Project**”).

WHEREAS, \$45,905,000 of the original \$58,000,000 non-recourse Bonds authorized by the Bond Authoring Resolution remains (after deducting the amount of the Vive Bonds, the South Grand Bonds, the Monroe Bonds, the Triangle Bonds, the Baltic Bonds and the Aegean Bonds) and the City desires to issue one or more series of additional non-recourse Bonds in an aggregate principal amount not to exceed \$6,500,000 (the “**Toll Bros. AP Bonds**”) authorized by a resolution duly adopted by the City on March 27, 2024 entitled “SUPPLEMENTAL RESOLUTION AUTHORIZING THE ISSUANCE OF ONE OR MORE SERIES OF ADDITIONAL NON-RECOURSE REDEVELOPMENT AREA BONDS OF THE CITY OF ASBURY PARK IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$6,500,000 (WATERFRONT REDEVELOPMENT AREA INFRASTRUCTURE PROJECT) IN CONNECTION WITH A PROJECT BEING UNDERTAKEN IN THE CITY BY TOLL BROS. ASBURY PARK URBAN RENEWAL LLC) AND AS A PORTION OF NON-RECOURSE REDEVELOPMENT AREA BONDS OF THE CITY PREVIOUSLY APPROVED PURSUANT TO A RESOLUTION DULY ADOPTED BY THE CITY COUNCIL ON FEBRUARY 20, 2013” and in connection with a portion of the Project being undertaken in the City by Toll Bros. Asbury Park Urban Renewal, LLC, to provide funding to the Master Developer for the financing the Cost of certain wastewater, stormwater, roadway, streetscape, utility and other Infrastructure Improvements for the property commonly known as Toll Bros. AP Project at Asbury Park in the City and currently identified as Block 3103, Lot 1, on the official tax map of the City (the “**Toll Bros. AP Project**”) and in accordance with the terms of the Subsequent Developer Agreement, Master Developer Special Assessment Agreement, the Ordinance, and the Special Assessment Agreement by and among the City and Toll Bros. Asbury Park Urban Renewal, LLC (the “**Toll Bros. Asbury Park Special Assessment Agreement**”), providing, in part, for payments by the owners of the properties benefited by the Toll Bros. AP Project to meet installments of interest and principal on the Toll Bros. AP Bonds.

WHEREAS, the execution and delivery of the Indenture and this Supplemental Indenture and the issuance of the Series 2024 Bonds (as defined herein) hereunder have been in all respects duly and validly authorized by resolutions duly adopted by the City,

NOW, THEREFORE, THIS SUPPLEMENTAL INDENTURE WITNESSETH THAT:

ARTICLE I

SHORT TITLE, DEFINITIONS, AND AUTHORITY

Section 1.1. Short Title. This Supplemental Indenture shall be known as and may be designated by the short title “Ninth Supplemental Indenture” (this “Supplemental Indenture” or this “Ninth Supplemental Indenture”).

Section 1.2. Definitions. All words and phrases defined in Article I of the Indenture shall have the same meanings in this Supplemental Indenture, except as otherwise appears in this Section. In addition, the following terms shall have the following meanings, unless the context otherwise requires:

Authorized Denominations means (i) initially \$100,000 or any integral multiple of \$5,000 in excess thereof or (ii) from and after such time as the City obtains and so long as it maintains an underlying rating on the Series 2024 Bonds of at least ‘BBB-’ from S&P or ‘Baa’ by Moody’s, \$5,000 or any integral multiple in excess thereof.

Debt Service Reserve Requirement means \$ _____, which is equal to the least of (a) 125% average annual Debt Service on the Series 2024 Bonds (\$ _____), (b) Maximum Annual Debt Service on the Series 2024 Bonds (\$ _____) and (c) 10% of Series 2024 Bond proceeds (\$ _____).

Issue Date means the date of delivery upon original issuance of the Series 2024 Bonds.

Project Fund means the Project Fund established pursuant to the Indenture.

Purchaser means [iStar Residential LLC].

2024 Revenue Account means the account of the Revenue Fund established pursuant to Section 3.1 of this Supplemental Indenture.

Series 2024 Bond Resolution means the resolutions of the City adopted on February 20, 2013, as amended and supplemented, including as supplemented on March 27, 2024 authorizing the issuance and delivery of the Series 2024 Bonds.

Series 2024 Bonds means the Series of Bonds authorized by Section 2.1 of this Supplemental Indenture and entitled “Redevelopment Area Bonds, Series 2024 (Waterfront Redevelopment Area Toll Bros. AP Infrastructure Project)”

Trustee means U.S. Bank Trust Company, National Association, or its successors or assigns.

United States Bankruptcy Code means Title 11 U.S.C., Section 101 et seq., as amended or supplemented from time to time, or any successor federal act.

Section 1.3. Authority. This Ninth Supplemental Indenture is executed pursuant to the provisions of the RAB Law, the Indenture, and the Series 2024 Bond Resolution. Nothing in this Ninth Supplemental Indenture, expressed or implied, is intended to or shall be construed

to confer upon, or to give or grant to, any person or entity, other than the City, the Trustee, the Paying Agent, the Registrar, any other Fiduciary and the owners of the Series 2024 Bonds, any right, remedy or claim under or by reason of this Ninth Supplemental Indenture or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Ninth Supplemental Indenture contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, the Trustee, the Paying Agent, the Registrar, any other Fiduciary and the owners of the Series 2024 Bonds.

Section 1.4. Time. All references to time in this Supplemental Indenture shall refer to New York City time unless otherwise provided herein.

ARTICLE II

AUTHORIZATION, TERMS, AND ISSUANCE OF SERIES 2024 BONDS

Section 2.1. Principal Amount, Designation, and Series. (a) Pursuant to the provisions of the Indenture and in particular Sections 2.06, 2.11 and 8.01 thereof, the Series 2024 Bonds are hereby authorized in the aggregate principal amount of \$_____. The Series 2024 Bonds shall be distinguished from the Bonds of all other Series by the title "Redevelopment Area Bonds, Series 2024 (Waterfront Redevelopment Area Toll Bros. AP Infrastructure Project)". The Series 2024 Bonds are the Ninth Series of Bonds issued under the Indenture, are a Series of Additional Bonds thereunder and are issued initially as Senior Bonds, secured as provided in Section 3.3 below.

(b) The Series 2024 Bonds shall be sold to Purchaser on the terms and conditions set forth in the Certificate of the City executed on the date of sale of the Series 2024 Bonds.

Section 2.2. Purposes. The Series 2024 Bonds are issued for the purpose of: (i) making a deposit into the Project Fund in the amounts set forth in Article III hereof to be applied as set forth therein, including, without limitation, to pay Costs of the Project, (ii) making a deposit to certain funds and accounts to pay capitalized interest and fund reserves and (iii) paying costs of issuance of the Series 2024 Bonds. The Series 2024 Bonds shall be issued as fixed rate, tax-exempt Bonds.

Section 2.3. Date, Maturities, and Interest Rate. The Series 2024 Bonds shall be payable at the places and in the manner set forth in the Indenture, this Supplemental Indenture and Schedule A attached hereto. The Series 2024 Bonds shall consist of serial bonds and/or term bonds which shall be dated the Issue Date on original issuance, shall bear interest, shall mature, shall be payable and shall be subject to redemption as described in Schedule A attached hereto and in Section 2.9 hereof.

Section 2.4. Form, Denomination, Numbers, and Letters. The Series 2024 Bonds shall be issued in the form of fully registered bonds without coupons, and the Series 2024 Bonds (and the Authenticating Agent's Certificate of Authentication) shall be issued in substantially the form set forth in Schedule B attached hereto. The Series 2024 Bonds shall be issued in the Authorized Denominations and shall be numbered separately from 1 upward and may be preceded by a letter or letters so as to distinguish each Series 2024 Bond.

Section 2.5. Conditions Precedent to Issuance of Series 2024 Bonds. In addition to the requirements of Section 2.06 and 2.11 of the Indenture, the Trustee shall not deliver to the City or on its order any of the Series 2024 Bonds unless theretofore or simultaneously therewith there shall have been delivered to the Trustee executed copies of the following:

Toll Bros. AP Special Assessment Agreement
Toll Bros. AP Financial Agreement
Toll Bros. AP Developer Agreement

Section 2.6. Appointment of Paying Agent. U.S. Bank Trust Company, National Association is hereby appointed the Paying Agent with respect to the Series 2024 Bonds.

Section 2.7. Appointment of Registrar. U.S. Bank Trust Company, National Association is hereby appointed Registrar with respect to the Series 2024 Bonds.

Section 2.8. Intentionally Omitted.

Section 2.9. Redemption of Series 2024 Bonds. (A) The Series 2024 Bonds shall be subject to redemption as follows:

(i) Optional Redemption. The Series 2024 Bonds are not subject to redemption prior to their respective maturities.

(ii) Special Mandatory Redemption. The Series 2024 Bonds are subject to special mandatory redemption prior to maturity, on any Payment Date, in whole or in part, at a Redemption Price equal to the principal amount thereof being redeemed, without premium, plus accrued interest, if any, to the date of redemption, from funds on deposit in the 2024 Redemption Account, including funds required to be deposited to the 2024 Redemption Account pursuant to Section 5.07(b) of the Indenture upon the recalculation of the Special Assessment in accordance with section 3.01(g) of the Master Developer Special Assessment Agreement.

(iii) Special Optional Redemption. The Series 2024 Bonds are subject to special redemption prior to their respective maturities, at the option of the City, with the written consent of the Master Developer, on any Payment Date, in whole or in part, at a Redemption Price equal to the principal amount thereof being redeemed, without premium, plus accrued interest, if any, to the date of redemption, from funds on deposit in the Surplus Fund, including but not limited to the deposit into the 2024 Revenue Fund of the Pledged Special Assessment in excess of the amount needed to pay principal of or interest on the Series 2024 Bonds, upon the recalculation of the Special Assessment in accordance with section 3.01(g) of the Master Developer Special Assessment Agreement or upon the payment of the Pledged Portion of the Special Assessment by Other Redevelopers subject to the Ordinance.

(iv) Mandatory Sinking Fund Redemption. (i) The Series 2024 Bonds are subject to mandatory sinking fund redemption, in whole or in part, pursuant to the Indenture, in the Redemption Price equal to the principal amount thereof being redeemed, without premium, plus accrued interest, if any, to the redemption date.

Series 2024 Bonds Due January 1, as follows:

<u>Date</u>	<u>Sinking Fund Payment</u>
01/01/2027	\$
01/01/2028	
01/01/2029	
01/01/2030	
01/01/2031	
01/01/2032	
01/01/2033	
01/01/2034	
01/01/2035	
01/01/2036	
01/01/2037	
01/01/2038	
01/01/2039	
01/01/2040	
01/01/2041	
01/01/2042	
01/01/2043	
01/01/2044	
01/01/2045	
01/01/2046	
01/01/2047	
01/01/2048	
01/01/2049	
01/01/2050	
01/01/2051	
01/01/2052	
01/01/2053	
01/01/2054**	

**** Final Maturity**

(v) Partial Redemption. Any partial redemption of the Series 2024 Bonds shall be in the largest integral multiples of the minimum Authorized Denomination derived from the amounts to be applied to such redemption; provided, however, the remaining Series 2024 Bonds left Outstanding must be in Authorized Denominations.

(B) Notice of Redemption. Notice of redemption of the Series 2024 Bonds shall be given by Second class mail, or otherwise in accordance with the procedures of DTC, not less than fifteen (15) nor more than thirty (30) days before the redemption date, to the registered Owners of any Series 2024 Bonds or portions of Series 2024 Bonds which are to be redeemed, at their last addresses, if any, appearing upon the registry books, in the form described in Article III of the Indenture.

ARTICLE III

ESTABLISHMENT OF ADDITIONAL ACCOUNTS, APPLICATION OF PROCEEDS OF THE SALE OF SERIES 2024 BONDS; AND USE AND DISBURSEMENTS OF ACCOUNTS

Section 3.1. Establishment of Accounts. In addition to the Accounts previously established under the Indenture, the Trustee is directed to establish the following additional Accounts: within the Project Fund, the 2024 Account and the 2024 Costs of Issuance Account; within the Debt Service Fund, the 2024 Capitalized Interest Account, the 2024 Interest Account and the 2024 Principal Account; within the Rebate Fund, the 2024 Rebate Account; within the Redemption Fund, the 2024 Redemption Account and within the Revenue Fund, the 2024 Revenue Account. The City may, from time to time, direct the Trustee in writing to establish additional Accounts or Subaccounts in accordance with the Indenture or to close any Account during any period that no money is deposited in such Account. Except as otherwise provided in this Supplemental Indenture, the moneys and securities relating to the Series 2024 Bonds deposited in the Accounts created hereby shall not be commingled with any moneys or securities relating to any other Series of Bonds heretofore or hereafter issued under the Indenture, if any, and deposited in the respective Accounts to which they relate, and moneys and securities required to be transferred between Accounts pursuant to Article V of the Indenture in respect of the Series 2024 Bonds shall only be transferred between the respective Accounts to which they relate.

Section 3.2. Application of Series 2024 Bond Proceeds and Use of 2024 Accounts. The proceeds from the sale and delivery of the Series 2024 Bonds in the amount of \$_____ consisting of the principal amount of Series 2024 Bonds, together with a \$0.00 cash equity contribution from Asbury Partners, LLC shall be deposited in the following Accounts:

- (a) To the 2024 Account within the Project Fund, the amount of \$_____ (consisting of \$_____ in Series 2024 Bond proceeds);
- (b) To the 2024 Capitalized Interest Account, the amount of \$_____ to pay interest due on the Series 2024 Bonds from the date of issuance through and including _____, 202_;
- (c) To the Debt Service Reserve Fund, the amount of \$_____; and
- (d) To the Series 2024 Costs of Issuance Account, the amount of \$_____ to pay or reimburse costs of issuance of the Series 2024 Bonds

Section 3.3. Security for the Series 2024 Bonds. With respect to the Series 2024 Bonds, such Series 2024 Bonds shall be secured, inter alia, by the Trust Estate, including only those Net Revenues received from property associated with the Toll Bros. AP Project subject to the Ordinance, the Master Developer Special Assessment Agreement and the Toll Bros. AP Special Assessment Agreement.

ARTICLE IV

PROVISIONS RELATING TO THE SERIES 2024 BONDS

Section 4.1 Compliance with Certain Tax Provisions. The City covenants that it will comply with any conditions subsequent imposed by the Code and shall cause the Master Developer to do and perform all acts and things necessary or desirable in order to preserve the tax-exempt status of the Series 2024 Bonds, including the adoption of post-issuance compliance procedures addressing the requirements with respect to use of proceeds and rebate of all net investment earnings on the gross proceeds above the yield on such Series of Series 2024 Bonds.

Section 4.2 Appointment of Administrator, Special Assessment Amount and Deficiency Amount. Public Resources Advisory Group is hereby appointed Administrator for the Series 2024 Bonds and this Ninth Supplemental Indenture. Within thirty (30) days following the sale of the last unit in the Toll Bros. AP Project, Public Resources Advisory Group shall determine the total aggregate amount of the Pledged Portion of the Special Assessment (including any Deficiency Amounts paid). In the event that such aggregate amount shall exceed the aggregate amount of the Pledged Portion of the Special Assessment required to pay debt service and other charges applicable to amount of the Series 2024 Bonds applicable to the Toll Bros. AP Project, such excess may be refunded at the direction of the Master Developer, to Toll Bros. Asbury Park Urban Renewal, LLC based upon payments of Deficiency Amounts.

ARTICLE V

MISCELLANEOUS

Section 5.1. Ninth Supplemental Indenture Construed with Indenture. All of the provisions of this Supplemental Indenture shall be deemed to be and construed as part of the Indenture to the same extent as if fully set forth therein.

Section 5.2. Indenture as Supplemented to Remain in Effect. Save and except as herein supplemented by this Supplemental Indenture, the Indenture shall remain in full force and effect.

Section 5.3. Execution in Counterparts. This Supplemental Indenture may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

Section 5.4. Severability. If any section, paragraph, clause, or provision of this Supplemental Indenture shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Supplemental Indenture.

Section 5.5. Confirmation of Actions. All action (not inconsistent with the provisions of this Supplemental Indenture) heretofore taken by the City directed toward the issuance and sale of the Series 2024 Bonds is hereby ratified, approved, and confirmed.

Section 5.6. Governing Law. This Supplemental Indenture shall be construed in accordance with the laws of the State of New Jersey.

Section 5.7. Notices. Any notice, demand, direction, request, or other instrument authorized or required by this Supplemental Indenture to be given to or filed with the City, the Trustee, the Paying Agent, or the Registrar, shall be deemed to have been sufficiently given or filed for all purposes, if any, when delivered or sent by registered or certified mail, return receipt requested, postage prepaid, and, if given by telex, telegraphic or electronic means, shall be deemed given when transmitted (receipt confirmed) to the following addresses; provided that facsimile or electronic transmissions of notices shall only be deemed to have been sufficiently given or filed for all purposes if the City and the Fiduciaries have agreed to accept notices by facsimile or electronic communication, such notice has been sent by a person authorized to give such notice and receipt of such notice has been confirmed.

If to the City:

City of Asbury Park
One Municipal Plaza
Asbury Park, New Jersey 07712
Attn: City Manager

With copies to:

Archer & Greiner P.C.
10 Highway 35
Red Bank, New Jersey 07701
Attn: John M. Cantalupo, Esq.

If to the Trustee:

U.S. Bank Trust Company, National Association
Corporate Trust Services
333 Thornall Street
Edison, New Jersey 08837
Attn: Paul O'Brien

With copies to:

McManimon, Scotland & Baumann, LLC
75 Livingston Avenue
Roseland, New Jersey 07068
Attn: Nicholas A. Concilio, Esq.

If to the Master Developer:

Asbury Partners, LLC
1089 Ocean Avenue
Asbury Park, New Jersey 07712
Attn: Brian Cheripka

With copies to:

Gibbons, P.C.
141 West Front Street (Suite 240)
Red Bank, New Jersey 07701
Attn: Jennifer Phillips Smith, Esq.

And

Pearlman & Miranda, LLC
110 Edison Place, Suite 301
Newark, New Jersey 07102
Attn: Stephen B. Pearlman, Esq.

If to the Administrator:

Public Resources Advisory Group
150 Second Avenue North, Suite 400
St. Petersburg, FL 33701
Attn: Michael Johnston

The City and the Fiduciaries may, by like notice to each other, designate any further or different addresses to which subsequent notices shall be sent.

IN WITNESS WHEREOF, an Authorized Officer of the City and an Authorized Officer of the Trustee have hereunto executed this Supplemental Indenture as of the date first written above.

CITY OF ASBURY PARK

By: _____
LILLIAN L. NAZZARO
City Manager

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

By: _____
PAUL O'BRIEN
Vice President

[SIGNATURE PAGE TO NINTH SUPPLEMENTAL INDENTURE]

SCHEDULE A
TERMS OF SERIES 2024 BONDS

<u>Principal Amount</u>	<u>Dated Date:</u>	<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Yield</u>
\$ _____	_____, 2024	January 1, 20__	7.00%	7.00%

**SCHEDULE B
FORM OF BOND**

FORM OF SERIES 2024 BOND

THE SERIES 2024 BONDS MAY ONLY BE SOLD TO PURCHASERS THAT MEET THE DEFINITION OF QUALIFIED INSTITUTIONAL BUYERS OR ACCREDITED INVESTORS, EACH SUCH TERMS AS SET FORTH IN THE SECURITIES ACT OF 1933, AS AMENDED, OR TO A TRUST OR OTHER CUSTODIAL ARRANGEMENT, THE OWNERS OF ANY BENEFICIAL INTEREST IN WHICH ARE LIMITED TO QUALIFIED INSTITUTIONAL BUYERS AND ACCREDITED INVESTORS. THERE IS NO PUBLIC MARKET FOR THE SERIES 2024 BONDS, THERE IS NO PUBLIC RATING ON THE SERIES 2024 BONDS, AND PURCHASE OF THE SERIES 2024 BONDS SHOULD BE CONSIDERED ONLY BY INVESTORS WHO: (A) CAN BEAR THE ECONOMIC RISK OF SUCH INVESTMENT; (B) HAVE SUCH KNOWLEDGE AND EXPERIENCE IN BUSINESS AND FINANCIAL MATTERS AS TO BE CAPABLE OF EVALUATING THE RISKS AND MERITS OF SUCH INVESTMENT; AND (C) HAVE UNDERTAKEN THE RESPONSIBILITY FOR OBTAINING ALL INFORMATION THAT THEY DEEM NECESSARY AND DESIRABLE TO FORM A DECISION TO PURCHASE THE SERIES 2024 BONDS. EACH PROSPECTIVE INVESTOR SHOULD CONSIDER ITS FINANCIAL CONDITION AND THE RISKS INVOLVED TO DETERMINE ITS SUITABILITY TO INVEST IN THE SERIES 2024 BONDS.

IN ACCEPTING THIS SERIES 2024 BOND, THE HOLDER ACKNOWLEDGES THAT (A) IT IS A QUALIFIED INSTITUTIONAL BUYER OR ACCREDITED INVESTOR AS DEFINED IN THE SECURITIES ACT OF 1933, AS AMENDED, OR A TRUST OR OTHER CUSTODIAL ARRANGEMENT, THE OWNERS OF ANY BENEFICIAL INTEREST IN WHICH ARE LIMITED TO QUALIFIED INSTITUTIONAL BUYERS AND ACCREDITED INVESTORS, (B) EXCEPT AS EXPRESSLY SET FORTH IN THE PRIVATE PLACEMENT MEMORANDUM AND THE BOND PURCHASE AGREEMENT, DATED SEPTEMBER 19, 2023, BETWEEN THE CITY AND ISTAR RESIDENTIAL LLC, THE CITY HAS NOT PROVIDED ANY DISCLOSURE REGARDING THE CITY IN CONNECTION WITH THIS SERIES 2024 BOND AND THE CITY SHALL HAVE NO LIABILITY IF THIS SERIES 2024 BOND IS NOT SOLD TO A QUALIFIED INSTITUTIONAL BUYER OR ACCREDITED INVESTOR OR A TRUST OR OTHER CUSTODIAL ARRANGEMENT (AND THE HOLDER SHALL INDEMNIFY AND HOLD HARMLESS THE CITY AGAINST ANY MATTER THREATENED OR BROUGHT AGAINST THE CITY IN CONNECTION THEREWITH), THE OWNERS OF ANY BENEFICIAL INTEREST IN WHICH ARE LIMITED TO QUALIFIED INSTITUTIONAL BUYERS AND ACCREDITED INVESTORS, (C) IT HAS KNOWLEDGE AND EXPERIENCE IN BUSINESS AND FINANCIAL MATTERS AS TO BE CAPABLE OF EVALUATING THE RISKS AND MERITS OF INVESTING IN THIS SERIES 2024 BOND, (D) IT CAN BEAR THE ECONOMIC RISK OF INVESTING IN THIS SERIES 2024 BOND, AND (E) IT HAS UNDERTAKEN THE OBTAINING OF ANY AND ALL INFORMATION IT DEEMS NECESSARY PRIOR TO PURCHASING THIS SERIES 2024 BOND.

R-1

\$ _____

**UNITED STATES OF AMERICA
CITY OF ASBURY PARK, NEW JERSEY
REDEVELOPMENT AREA BONDS, SERIES 2024
(WATERFRONT REDEVELOPMENT AREA TOLL BROS. AP INFRASTRUCTURE
PROJECT)
(NON-RECOURSE)**

**DATE OF ORIGINAL
ISSUE:**

_____, 2024

MATURITY DATE:

January 1, 2054

**RATE OF INTEREST
PER ANNUM:**

7.00%

REGISTERED OWNER: [iSTAR RESIDENTIAL LLC]

PRINCIPAL AMOUNT: _____ DOLLARS

THE CITY OF ASBURY PARK, a public body corporate and politic and political subdivision of the State of New Jersey, existing under and by virtue of the Constitution and the laws of the State of New Jersey (the "City"), acknowledges itself indebted and for value received hereby promises to pay, in lawful money of the United States of America, to the Registered Owner shown above, or its registered assigns, on the Maturity Date specified above, the principal sum specified above on the MATURITY DATE and to pay interest on such sum until the principal sum is paid from the most recent interest payment date next preceding the date of authentication hereof, unless the date of authentication hereof is an interest payment date, in which case from the date of authentication hereof, or unless the date of authentication hereof is prior to the first interest payment date, in which case from the DATE OF ORIGINAL ISSUE set forth above, or unless the date of authentication hereof is between a Record Date for such interest, which shall be the fifteenth (15th) day (whether or not a business day) of the calendar month next preceding an interest payment date, and the next succeeding interest payment date, in which case from such interest payment date, at the RATE OF INTEREST PER ANNUM specified above semiannually on the first day of January and July in each year until maturity, commencing on July 1, 2024. Interest on this bond will be paid to the registered owner as listed on the records of Registrar as of each Record Date. Upon final maturity, principal of this bond will be paid to the registered owner, as listed on the records of the Registrar, upon presentation and surrender at the corporate trust office of U.S. Bank Trust Company, National Association, Edison, New Jersey, the Trustee, Registrar and Paying Agent. Principal (other than at final maturity) and interest on the Bonds will be paid by the Trustee on each Bond Payment Date by check or draft mailed to (or, at the written request of any Registered Owner that owns Bonds, by electronic transfer credited to the benefit of such Registered Owner) the person in whose name a Bond is registered on the Bond Register at the close of business on the Record Date, and at the address appearing on such Bond Register (or, in the case of an electronic transfer, to the financial institution and account number reflected in the registration books).

No transfer of this bond shall be valid unless made on the registration books of the City kept for that purpose at the corporate trust office of the Registrar and by surrender of this bond (together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or by his or her duly authorized attorney) and the issuance of a new bond or bonds in the same form and tenor as the original bond except for the differences in the name of

its registered owner, the denominations and the Date of Authentication. The owner of any bond or bonds may surrender same (together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or by his or her duly authorized attorney), in exchange for an equal aggregate principal amount of bonds of any authorized denominations.

This bond is one of a duly authorized issue of bonds of the City designated "City of Asbury Park, Redevelopment Area Bonds, Series 2024 (Waterfront Redevelopment Area Toll Bros. AP Infrastructure Project) ("Non-Recourse")", limited to an aggregate principal amount of \$_____ (herein called the "Series 2024 Bonds"), which has been duly issued by the City under and pursuant to the laws of the State of New Jersey, particularly the Redevelopment Area Bond Law, as amended and supplemented) (hereinafter called the "Act"), and pursuant to the provisions of a Trust Indenture dated as of July 1, 2013 by and between the City and the Trustee as amended and supplemented, including by the Ninth Supplemental Trust Indenture dated as of _____, 2024 by and between the City and Trustee (together, the "Indenture"). The proceeds of the Series 2024 Bonds will be used to (i) finance the cost of certain wastewater, stormwater, roadway, streetscape, utility and other Infrastructure Improvements on property identified as Block 3103, Lot 1 on the official tax map of the City, (ii) make a deposit to the various funds and accounts established under the Indenture, including for the payment of capitalized interest on the Series 2024 Bonds through and including _____, 202_, and (iii) provide funds to pay certain costs of issuing the Series 2024 Bonds. Terms not defined herein shall have the meanings assigned to them in the Indenture.

This bond, and the Series 2024 Bonds of which it is a part, shall constitute limited non-recourse obligations of the City payable from and secured by a pledge of and lien on the Net Revenues, including the Pledged Portion of Special Assessments, all funds held in the Funds and Accounts established thereunder (except funds held in the Rebate Fund or Administrative Expenses Fund) and investments, if any, thereof and earnings, if any, thereon; and any and all other real or personal property of every name and nature from time-to-time conveyed, mortgaged, assigned, or transferred as and for additional security under the Indenture by the City or anyone on its behalf or, with its written consent, to the Trustee.

Net Revenues are defined in the Indenture as (i) all amounts payable in respect of, or proceeds from each Series of Bonds concerning each tranche, (ii) investment income in respect of any money held by the Trustee pursuant to this Indenture with respect to each Series of Bonds concerning each tranche, (iii) any other amounts paid to the Trustee pursuant to the Special Assessment Agreement associated with each tranche; (iv) the Pledged Portion of the Special Assessment with respect to each Series of Bonds concerning each tranche, and (v) the Pledged Municipal Lien Enforcement Revenues with respect to each Series of Bonds concerning each tranche; provided that each tranche is to be secured solely by the Net Revenues received pursuant to a certain Special Assessment Agreements associated with each tranche and as shall be specifically set forth in any Supplemental Indenture for a Series of Bonds associated with each tranche.

The Series 2024 Bonds shall be subject to redemption as follows:

(i) Optional Redemption. The Series 2024 Bonds are not subject to redemption prior to their respective maturities.

(ii) Special Mandatory Redemption. The Series 2024 Bonds are subject to special mandatory redemption prior to maturity, on any Payment Date, in whole or in part, at a Redemption Price equal to the principal amount thereof being redeemed, without

premium, plus accrued interest, if any, to the date of redemption, from funds on deposit in the 2024 Redemption Account, including funds required to be deposited to the 2024 Redemption Account pursuant to Section 5.07(b) of the Indenture upon the recalculation of the Special Assessment in accordance with section 3.01(g) of the Master Developer Special Assessment Agreement.

(iii) Special Optional Redemption. The Series 2024 Bonds are subject to special redemption prior to their respective maturities, at the option of the City, with the written consent of the Master Developer, on any Payment Date, in whole or in part, at a Redemption Price equal to the principal amount thereof being redeemed, without premium, plus accrued interest, if any, to the date of redemption, from funds on deposit in the Surplus Fund, including but not limited to the deposit into the 2024 Revenue Fund of the Pledged Special Assessment in excess of the amount needed to pay principal of or interest on the Series 2024 Bonds, upon the recalculation of the Special Assessment in accordance with section 3.01(g) of the Master Developer Special Assessment Agreement or upon the payment of the Pledged Portion of the Special Assessment by Other Redevelopers subject to the Ordinance.

(iv) Mandatory Sinking Fund Redemption. (i) The Series 2024 Bonds are subject to mandatory sinking fund redemption, in whole or in part, pursuant to the Indenture, in the Redemption Price equal to the principal amount thereof being redeemed, without premium, plus accrued interest, if any, to the redemption date.

Series 2024 Bonds Due January 1, as follows:

<u>Date</u>	<u>Sinking Fund Payment</u>
01/01/2027	\$
01/01/2028	
01/01/2029	
01/01/2030	
01/01/2031	
01/01/2032	
01/01/2033	
01/01/2034	
01/01/2035	
01/01/2036	
01/01/2037	
01/01/2038	
01/01/2039	
01/01/2040	
01/01/2041	
01/01/2042	
01/01/2043	
01/01/2044	
01/01/2045	
01/01/2046	
01/01/2047	
01/01/2048	

<u>Date</u>	<u>Sinking Fund Payment</u>
01/01/2049	
01/01/2050	
01/01/2051	
01/01/2052	
01/01/2053	
01/01/2054**	

**** Final Maturity**

(v) Partial Redemption. Any partial redemption of the Series 2024 Bonds shall be in the largest integral multiples of the minimum Authorized Denomination derived from the amounts to be applied to such redemption; provided, however, the remaining Series 2024 Bonds left Outstanding must be in Authorized Denominations.

Notice of Redemption. Notice of redemption of the Series 2024 Bonds shall be given by first class mail, or otherwise in accordance with the procedures of DTC, not less than fifteen (15) nor more than thirty (30) days before the redemption date, to the registered Owners of any Series 2024 Bonds or portions of Series 2024 Bonds which are to be redeemed, at their last addresses, if any, appearing upon the registry books, in the form described in Article III of the Indenture.

THIS BOND, AND THE SERIES 2024 BONDS OF WHICH IT IS A PART, SHALL CONSTITUTE LIMITED NON-RECOURSE OBLIGATIONS OF THE CITY AND THE PRINCIPAL, REDEMPTION PRICE, IF ANY, OF AND INTEREST ON THE SERIES 2024 BONDS ARE PAYABLE BY THE CITY SOLELY FROM THE TRUST ESTATE, AND NEITHER THE CITY, THE STATE OF NEW JERSEY NOR ANY POLITICAL SUBDIVISION THEREOF, OTHER THAN THE CITY (BUT SOLELY TO THE EXTENT OF THE TRUST ESTATE), IS OBLIGATED TO PAY THE PRINCIPAL, REDEMPTION PRICE, IF ANY, OF OR INTEREST ON THE BONDS, AND NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY, THE STATE OF NEW JERSEY OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL, REDEMPTION PRICE, IF ANY, OF OR INTEREST ON THE SERIES 2024 BONDS.

No recourse shall be had for the payment of the principal of or interest on this bond against any member or other officer of the City or any person executing this bond, all such liability, if any, being hereby expressly waived and released by every registered owner of this bond by the acceptance hereof and as a part of the consideration hereof, as provided in the Indenture.

It is hereby certified, recited and declared that all conditions, acts and things required by the Constitution and statutes of the State of New Jersey to exist, to have happened and to have been performed precedent to and in the issuance of this bond, do exist, have happened and have been performed in due time, form and manner as required by law, and that the issuance of the Series 2024 Bonds together with all other indebtedness of the City, does not exceed or violate any Constitutional or statutory limitation upon the amount of bonded indebtedness prescribed by law for the City.

This bond shall not be entitled to any benefit under the Indenture or be valid or become obligatory for any purpose until this bond shall have been authenticated by the execution by the Trustee, or by any authenticating agent of the Trustee approved by the City of the Certificate of Authentication hereon.

IN WITNESS WHEREOF, THE CITY OF ASBURY PARK has issued this bond and has caused the same to be executed in its name by the manual or facsimile signature of its Mayor, Deputy Mayor or City Manager and its corporate seal (or a facsimile thereof) to be affixed, imprinted, engraved or otherwise reproduced hereon and attested by the manual or facsimile signature of its Clerk or Deputy Clerk, as of the Date of Original Issue stated above.

(SEAL)

ATTEST:

CITY OF ASBURY PARK

Lisa Esposito, Clerk

By: _____
John B. Moor, Mayor

CERTIFICATE OF AUTHENTICATION

This bond is one of the Series 2024 Bonds described in the within mentioned Indenture.

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Trustee

By: _____
Paul O'Brien
Vice President

Date of Authentication: _____, 2024

ASSIGNMENT

FOR VALUE RECEIVED, _____ hereby sells, assigns and transfers unto _____ the within bond issued by the City of Asbury Park, New Jersey, and all rights thereunder, hereby irrevocably appointing _____ attorney to transfer said bond on the bond register, with full power of substitution in the premises.

Dated: _____

Note: The Assignor's signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular without alteration or any change whatever.



Individual Resolutions
Meeting of the Municipal Council
Wednesday, March 27, 2024
RESOLUTION SUMMARY

2024-183

Adopting the Home Improvement Program Manual



RESOLUTION NO. 2024-183

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

RESOLUTION ADOPTING THE HOME IMPROVEMENT PROGRAM MANUAL

WHEREAS, the City of Asbury Park entered into a Settlement Agreement with Fair Share Housing Center dated September 7, 2023; and

WHEREAS, as a result of the Settlement Agreement, the City is required to adopt a Policies and Procedures Manual to implement the Home Improvement Program; and

WHEREAS, CPG&H, LLC has been serving as the City's Administrative Agent and has prepared the above-referenced manual; and

WHEREAS, the Home Improvement Program will offer loans to income qualified renter- and owner-occupied units that are in need of replacement or substantial repair of a major system;

WHEREAS, the above-referenced manuals have been reviewed by the City and found to conform with the Settlement Agreement and all COAH and UHAC regulations.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Asbury Park, County of Monmouth and State of New Jersey hereby adopts the Home Improvement Program Manual.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-183 which was finally adopted by the City Council at a meeting held on the 27th day of March, 2024

CERTIFIED BY ME THIS 28th DAY OF March, 2024.

LISA ESPOSITO
CITY CLERK

Home Improvement Program

Policies and Procedures Manual

Asbury Park

New Jersey

Created January 17, 2024

Prepared by:



1249 South River Road, Suite 301
Cranbury, NJ 08512-3633
609/664-2769 www.cgph.net

Home Improvement Program

I. INTRODUCTION	3
A. Fair Housing and Equal Housing Opportunities	3
II. ELIGIBLE PARTICIPANTS	4
A. Program Area	4
B. Categories of Participants	4
C. Income Limits	5
D. Application Selection.....	5
III. ELIGIBLE ACTIVITIES.....	7
A. Eligible Improvements.....	7
B. Ineligible Improvements.....	8
C. Rehabilitation Standards	8
D. Certifications of Substandard/Standard	8
IV. FUNDING TERMS FOR OWNER OCCUPIED AND INVESTOR OWNED UNITS	8
A. Terms and Conditions for Owner Occupied Units.....	9
B. Terms and Conditions on Owner-Occupied Multi-Family Rental Units	10
C. Terms and Conditions on Investor-Owned Single and Multi-Family Rental Units.....	11
D. Special Needs Waivers for Higher Cost Rehabilitation Projects.....	12
E. Use of Recaptured Program Funds	13
V. IMPLEMENTATION PROCESS	13
A. Application/Interview	13
B. Eligibility Certification.....	14
C. What is Considered Income	14
D. What is Not Considered Income	15
E. How to Verify Income.....	15
F. Additional Income Verification Procedures.....	16
G. Other Eligibility Requirements.....	17
H. Requirements of Property Taxes and Municipal Utilities Paid Current	17
I. Sufficient Equity and Carrying Cost.....	17
J. House Conditions:	18
K. Eligibility Scenarios of Multi-Family Structures	18
L. Eligibility Certification.....	19
M. Housing Inspection/Substandard Certification/Work Write Up/Cost Estimate	19
N. Contractor Selection.....	20

O. Pre-Construction Conference/Contract Signing.....	21
P. Initiate Municipal Voucher	21
Q. Progress Inspections.....	22
R. Change Orders.....	22
S. Final Inspection.....	23
T. Payment Structure and Process.....	24
U. Standard Certification.....	25
V. Record Mortgage Documentation	25
W. File Closing	25
X. Requests for Subordination or Program Loan Payoff	26
VI. CONTRACTOR REQUIREMENTS AND RECRUITMENT	26
A. Marketing	26
B. Contractor Qualifications.....	26
VII. Lead Based Paint (LBP):	27
VIII. Rental Procedures:.....	29
A. Determining Initial Affordable Rents.....	30
B. Pricing by Household Size.....	30
C. Determining Rent Increases	31
IX. MARKETING STRATEGY	31
X. MAINTENANCE OF RECORDS AND CLIENT FILES.....	32
A. Programmatic Recording.....	32
B. Participant Record Keeping	32
C. State Reporting.....	34
D. Financial Recordkeeping	34
XI. HOUSING ADVISORY COMMITTEE AND APPEALS PROCESS.....	35
XII. CONCLUSION	35
APPENDIX A - LIST OF PROGRAM FORMS	36
APPENDIX B – Approved Calculation of Annual Increases to Income Limits, Resale Prices and Rents	37

Home Improvement Program

Policies & Procedures Manual

I. INTRODUCTION

The purpose of this document is to establish policies, guidelines and procedures which will govern the Home Improvement Program (HIP). The HIP was created by the City of Asbury Park to assist properties occupied by very low, low and moderate-income households to correct all existing interior and exterior health, safety and code violations in conformity with the standards of the New Jersey State Housing Code, N.J.A.C. 5:28 and the Rehabilitation Subcode, N.J.A.C. 5:23-6. The HIP is guided by N.J.A.C. 5:93-5.2 and is subject to all laws, regulations, ordinances, and codes of the New Jersey Department of Community Affairs (DCA) and the City of Asbury Park¹. The City of Asbury Park contracted with Community Grants, Planning & Housing LLC (CGP&H), a private consulting firm specializing in the implementation of publicly-funded housing rehabilitation programs, to manage and administer the HIP. The Program's funding source will be municipal affordable housing trust funds. If the funding source changes, the manual will be updated to reflect the change as well as changes to regulation requirements, if any.

A. Fair Housing and Equal Housing Opportunities

It is unlawful to discriminate against any person making application to participate in the housing rehabilitation/home improvement programs or rent a unit with regard to race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, familial status, disability, nationality, sex, gender identity or expression or source of lawful income used for mortgage or rental payments.



For more information on discrimination or if anyone feels they are a victim of discrimination, please contact the New Jersey Division on Civil Rights at 1-866-405-3050 or <http://www.state.nj.us/lps/dcr/index.html>. Fair Housing and Equal Housing Opportunities apply to both owner and tenant applications.

¹ The HIP is guided by N.J.A.C. 5:93 except for the length of affordability controls for both owner- and renter-occupied (10 years, not six (6) years) and except for the required minimum average hard cost expenditure (\$10,000, not \$8,000).

II. ELIGIBLE PARTICIPANTS

A. Program Area

The HIP is currently aimed at scattered site housing rehabilitation of housing occupied by very low, low and moderate-income households throughout the City of Asbury Park.

B. Categories of Participants

Both owner-occupied and renter-occupied housing units are eligible to receive funding for rehabilitation provided that the occupants of the units are determined to be income eligible, the units are determined to be substandard and for primary residency only. Owners of rental properties do not have to be income eligible households. If a structure contains two or more units and an owner, who is not income eligible, occupies one unit, funding may be provided for the rehabilitation of the rest of the units if income-eligible households occupy those units. Rents must be affordable to low- or moderate-income households.

For housing units which received past affordable housing state credit, the following rules for repeat assistance shall apply.

- An owner of a previously rehabbed unit may apply for current rehab assistance if the unit was rehabbed prior to 2010 and the affordability period has expired.
- An owner of an existing affordable deed restricted ownership unit with an active deed restriction that is currently meeting a Round 1 or Round 2 credit may apply for current rehab assistance for the municipality to obtain a Round 3 present need credit, unless the affordable housing deed restriction received a new affordable housing credit during Round 3 due to extended controls.
- Housing units which the municipality received an affordable housing credit in Round 3 in any category are not eligible for additional assistance from the City's housing rehabilitation program during Round 3.

Basically, a municipality cannot double dip credits on a unit within the same affordable housing Round.

C. Income Limits

Household income is defined as the combined annual income of all family members over 18 years of age including wages, Social Security, disability insurance, unemployment insurance, pensions, dividend/interest income, alimony, etc. Each unit's total household income must fall within or below the State's moderate-income limits based on family size.

Since the 2015 NJ Supreme decision declaring COAH nonfunctioning, it is now left to the local court vicinages to approve income, sales and rental increases using similar methodologies that were employed by COAH.

The income limits and applicable methodology are in Appendix B, and the plan for properly amending median incomes and rental increases every year going forward until or unless COAH or another state entity becomes functional again is also included in Appendix B at the end of this manual. The Program Administrator will ensure that the annual chart in Appendix B is updated whenever updates become available.

If at any time, COAH (or a successor administrative agency duly empowered by an amendment to the Fair Housing Act) begins to issue updated annual income limits and rules for increasing sales prices and rent levels each year, said updated income limits and rules for increasing sales prices and rent levels each year may be used instead of the methodology set forth herein.

D. Application Selection

At program start-up, and if and when the homeowner intake demand exceeds the number of openings, applications may be prioritized based on the reported income of the household as a percentage of the maximum allowable income for households of that size. This will give priority to the lowest income applicants and assist the municipality in reaching its goal of providing assistance to a minimum of 50% of the properties comprising of low income households. Otherwise, the Program will process new applicants added to the waiting list/applicant pool on a first-come, first served basis, to qualified applicants. If and when there is a waiting list, priority will be given to homeowners with less than \$300,000 in liquid assets. Assets in federally recognized retirement accounts do not apply to the liquid asset limit. The HIP will establish the waiting list from the program marketing efforts identified in Section IX of this manual.

Emergency Processing Order

Properties with safety and/or health hazards, confirmed/certified as an emergency by the municipal Construction Official or Health Department, can by-pass the first-come, first served process however they must meet all the other program requirements including income eligibility and bringing the unit up to code.

The Program Administrator shall determine that an emergency situation exists based on the following:

- A. The repair problem is an immediate and serious threat to the health and safety of the building's residents
- B. The problem has been inspected and the threat verified by the appropriate local building inspector, program inspector and/or health official

Depending on the type and extent of the emergency and with the homeowner's permission, the Program may by-pass the standard bid process outlined in *Section V sub-section N* to expedite the bid/contractor selection process. Instead, the Program may have a proven qualified contractor familiar with the Program present at the initial property inspection with the homeowner to count as the contractor's site visit. This will allow for a quick turn-around on emergency scope of work to be contracted on a single quote basis. To be awarded the emergency work, the contractor's quote must be determined to be a reasonable cost based on the Program Inspector's cost estimate and the contractor must commit to a tight timeline to resolve the emergency situation. This emergency process may apply to heavily leaking roofs, inoperable heating systems during the winter months, immediately hazardous electrical systems and/or blocked sewer lines unresolvable to unclog via a simple service call for under \$1,000.

Please note that the loan agreement will state that if the homeowner takes the emergency funds to abate the safety/health hazards and then subsequently decides to voluntarily remove themselves from participation in the Municipality's Home Improvement Program to complete the non-emergency substandard code violation components of their project, essentially negating any opportunity for the municipality to gain credit for a fully rehabilitated home for this unit, those public funds used for the emergency shall be immediately due and payable back to the Municipality.

To address this potential, any homeowner receiving emergency funds will also be required to execute a statement indicating that the Municipality will place a lien on the property assisted for the Municipality to recapture the emergency funds, to be repaid with interest, based on the monthly average mortgage loan commitment rates at the time of closing in the event of noncompliance.

III. ELIGIBLE ACTIVITIES

A. Eligible Improvements

The purpose of the program is to bring substandard housing up to code. In order to qualify for participation in the program, the condition of each home must be certifiable as being "substandard" as defined in N.J.A.C. 5:93-1.3.

In other words, at least one of the following major systems must be in need of replacement or substantial repair:

- Roof
- Plumbing (including wells)
- Heating
- Electrical
- Sanitary plumbing (including septic systems)
- Load bearing structural systems
- Weatherization (building insulation for attic, exterior walls and crawl space, siding to improve energy efficiency if siding is also a code violation, and replacement windows and doors)

The related work may include, but not be limited to the following:

- Lead paint remediation
- Interior trim work
- Interior and/or exterior doors
- Interior and/or exterior hardware
- Interior stair repair
- Exterior step repair or replacement
- Porch repair
- Wall surface repair
- Painting
- Exterior rain carrying system repair

B. Ineligible Improvements

Work not eligible for program funding includes but is not limited to luxury improvements (improvements which are upgrades/higher than mid-grade and/or strictly cosmetic), carpets, additions, conversions (basement, garage, porch, attic, etc.), repairs to structures separate from the living units (detached garage, shed, barn, etc.), furnishings, pools, landscaping, solar panels and generators. If determined unsafe, stoves may be replaced. The replacement or repair of other appliances is prohibited.

Rehabilitation work performed by property owners shall not be funded under this program.

C. Rehabilitation Standards

Funds are to be used for work and repairs required to make the unit standard and abate all interior and exterior violations of the New Jersey State Housing Code (N.J.A.C. 5:28), the Rehabilitation Subcode (N.J.A.C. 5:23-6), and the City's local property maintenance code (of which the more restrictive requirements will apply), conserve energy and remove health and/or safety hazards; and any other work or repairs, including finishing and painting, which are directly related to the above listed objectives. For projects that require construction permits, the rehabilitated unit shall be considered complete at the date of final approval pursuant to the Uniform Construction Code.

Municipal rehabilitation investment for hard costs shall average at least \$10,000 per unit, and include the rehabilitation of at least one major system, as previously defined under eligible improvements.

D. Certifications of Substandard/Standard

The Program Building Inspector will inspect the property to determine which systems, if any, are substandard in accordance with sub-section A above and issue a Certification of Substandard. Upon program construction completion, all code deficiencies noted in the inspection report must be corrected and rehabilitated units must be in compliance with the standards proscribed in sub-section C above upon issuance of a municipal certificate of completion/approval.

IV. FUNDING TERMS FOR OWNER OCCUPIED AND INVESTOR OWNED UNITS

Funding will be provided on the following terms:

A. Terms and Conditions for Owner Occupied Units

Table 1 Owner-Occupied Single Family Home Terms & Conditions

Owner-Occupied Single Family Unit Terms and Conditions of Loan	
Minimum Loan Amount	The municipality may rehabilitate substandard units that require less than \$10,000 of work, provided the municipal rehabilitation activity shall average at least \$10,000 per unit.
Maximum Loan Amount	\$25,000 per unit
Interest Rate	0% (No monthly payments)
Payment Terms:	100% forgivable if homeowner maintains occupancy and title during the 10-year period. Original Principal is due if house is sold and/or title/occupancy changes years 1 through 10 except for <i>Exceptions to Loan Repayment Terms</i> section below.
Mechanism for Securing Loan	Mortgage and Mortgage Note recorded against property

If the owner decides to sell the property, transfer title, or if the owner should die before the terms of the lien expire, the owner, heirs, executors or legal representatives must repay 100% of the original loan per the schedule above upon a title change. Rental of house is allowable under certain conditions subject to approval by the Administrative Agent.

Exceptions to Loan Repayment Terms above during the lien period:

1. If the loan transfers due to inheritance by a Class A beneficiary who will take occupancy upon death of Program mortgagee/Borrower and assume the lien (income eligibility not a requirement); or if by inheritance by a qualified income eligible non-Class A beneficiary, or
2. If the house is sold at an affordable price pursuant to UHAC to someone who can be qualified as income eligible, takes occupancy and agrees to assume the program lien, or
3. If the house is sold at an affordable price pursuant to UHAC to an investor who assumes the lien and also signs a deed restriction for the remaining duration of the affordability period to rent the dwelling at the affordability controls restricted rental rate and according to the affirmative marketing requirements for re-rentals. When this occurs, the City's Administrative Agent will be responsible for monitoring compliance over that unit.

When a trustee of a trust deed ownership of a single-family property is the applicant occupant of the property, the owner-occupied category terms apply.

B. Terms and Conditions on Owner-Occupied Multi-Family Rental Units

Table 2 Owner-Occupied Multi-Family Home Terms & Conditions

Owner-Occupied Multi-Family Including Tenant Unit(s) Terms and Conditions of Loan	
Minimum Loan Amount	The municipality may rehabilitate substandard units that require less than \$10,000 of work, provided the municipal rehabilitation activity shall average at least \$10,000 per unit.
Maximum Loan Amount	\$20,000 per unit
Interest Rate	0% (No monthly payments)
Payment Terms	100% forgivable if homeowner maintains occupancy and title during the 10 year period. Original Principal is due if not in compliance with affordability controls. Rental restrictions transfer with property. See Restrictions below.
Mechanism for Securing Loan	Mortgage, Mortgage Note and Deed Restriction recorded on property

The assisted housing unit(s) must be occupied by and affordable to a household that is certified as an income eligible household as per either the latest Income Limits by Region, or in compliance with the municipality's Settlement Agreement and Court Order, whichever is applicable

The owner will execute a Mortgage, Mortgage Note, and Deed Restriction, the latter which guarantees the continued availability of the rental unit to low or moderate-income households for the terms of the ten-year deed restricted affordability period. The affordability terms for the rental units do not expire even if the owner sells the property, transfers title to the property, or dies within the ten-year program deed restricted affordability period.

Moreover, if Program funds were expended on the owner-occupied unit, and the homeowner sells, transfers title, dies or is not in compliance during the ten-year deed restricted affordability period, unless ownership is transferred to another low or moderate-income homeowner, any Program funds expended on work done on the owner's individual unit along with a pro-rata

portion of the shared improvements must be fully repaid to the Municipality and used to rehabilitate another housing unit.

Additionally, for rental units in a multi-family owner-occupied home:

For tenant units, the maximum permitted rent is pursuant to UHAC and subject to annual adjustment. If a unit is vacant upon initial rental subsequent to rehabilitation, or if a renter-occupied unit is re-rented prior to the end of controls on affordability, the Deed Restriction shall require the unit to be rented to a low- or moderate- income household at an affordable rental price and will be affirmatively marketed by the City's designated Administrative Agent, in accordance with the City of Asbury Park Affordable Housing Affirmative Marketing Plan. Landlords are responsible to pay income certification fees and affirmative marketing cost for re-rentals.

For information regarding future rental increases: Please refer to Section VIII C of this manual.

When a trustee of a trust deed ownership of a multi-family property is the applicant occupant of the property, the multi-family category terms apply.

C. Terms and Conditions on Investor-Owned Single and Multi-Family Rental Units

Table 3 Investor-Owned Terms & Conditions

Investor-Owned Single and Multi-Family Units Terms and Conditions of Loan	
Minimum Loan Amount	Per N.J.A.C. 5:93-5.2, the municipality may rehabilitate substandard units that require less than \$8,000 of work, provided the municipal rehabilitation activity shall average at least \$10,000 per unit.
Maximum Loan Amount	\$20,000 per rental unit
Interest Rate	0% (No monthly payments)
Payment Terms	Owner pays 25% of rehab cost at construction agreement signing. 75% balance forgiven if in compliance with rental restrictions. The 25% rehab cost is waived for non-profit corporation rentals, if any. Rental restrictions transfer with property. See restrictions below.
Mechanism for Securing Loan	Mortgage, Mortgage Note and Deed Restriction recorded against property

The ten-year affordability controls against the property will be recorded in a Deed Restriction. The property owner agrees to abide by the rental affordability controls for the life of the Deed Restriction. Additionally, the following conditions apply:

The assisted housing unit(s) must be occupied by and affordable to a household that is certified as an income eligible household as per either the latest Income Limits by Region, or in compliance with the municipality's Settlement Agreement and Court Order, whichever is applicable and as designated by unit in the Deed Restriction. The maximum permitted rent is determined by the City's Administrative Agent and is pursuant to UHAC and subject to annual adjustment. A copy of the income figures current at time of manual creation, and the methodology for going forward, until the reinstitution of COAH or another state entity performing this function is included in Appendix B of this document.

Throughout the ten-year affordability controls, if a rental unit is vacant upon initial rental subsequent to rehabilitation, or if a renter-occupied unit is re-rented prior to the end of controls on affordability, the Deed Restriction shall require the unit to be rented to a low- or moderate-income household(as designated by unit in the Deed Restriction) at an affordable price and will be affirmatively marketed in accordance with the City of Asbury Park Affordable Housing Affirmative Marketing Plan by the City's current Administrative Agent at the rates and terms defined within that Agreement. Landlords are responsible to pay income certification fees and affirmative marketing costs for re-rentals.

The owner will execute a Mortgage, Mortgage Note and Deed Restriction, the latter which will guarantee the continued availability of the unit to income eligible households for the terms of the ten-year lien affordability period.

Throughout the ten-year deed restrictive period, the affordability terms do not expire even if the owner sells the property, transfers title to the property, dies, or rents to other than low or moderate-income renters, before the terms of the lien expire.

Life estate deed ownership falls under the investor category. Additionally, when a trustee of a trust deed ownership is not the applicant occupant of the property, the investor terms apply.

D. Special Needs Waivers for Higher Cost Rehabilitation Projects

In cases of housing rehabilitation costs exceeding the program maximum loan amounts listed in applicable Tables 1, 2 and 3 above:

- The Program will attempt to negotiate with lowest qualified bidding contractor to lower bid price.
- The Program will review scope of work to omit work items without jeopardizing code status.
- The Program will get confirmation of whether or not the homeowner can contribute personal funding.
- If needed, the Program will attempt to partner with other possible funding sources such as the Low Income Home Energy Assistance Program (LIHEAP).
- The Program reserves the right to make an exception and allow the expenditure of up to an additional \$3,000 per unit to address code violations and/or remediation of lead-based paint hazards. The Municipality will consider other situations for special needs waivers, as well as additional funding if needed due to lead-based paint remediation. Individual files will be reviewed on a case-by-case basis. Upon Program and City approval, a Special Needs Funding Limit Waiver may be issued.
- If no viable options, the case will have to be terminated.

E. Use of Recaptured Program Funds

All recaptured funds will be deposited into a Asbury Park affordable housing trust fund in accordance with N.J.A.C. 5:93-8.15

V. IMPLEMENTATION PROCESS

A. Application/Interview

For each prospective applicant, this process starts with a homeowner either submitting an online preliminary application or the Housing Rehabilitation Specialist pre-qualifies the interested homeowner by phone, whichever is the homeowner's preference. The information is entered in the program applicant pool/waiting list. If the homeowner passes the preliminary criteria review, program information, guidelines, and an application package will be mailed or emailed to the applicant when their name is reached in the program's waiting list. Each prospective applicant is to complete the application and return it to the Housing Rehabilitation Specialist, along with the required verification documents. Upon receipt of the completed application package, a case file will be opened for the applicant and a case file number will be assigned to the unit. The Housing Rehabilitation Specialist will be available via a direct phone line to assist applicants during this and all other phases of the process. Additionally, as needed, a Housing Rehabilitation Specialist will be available for face-to-face prescheduled appointments. Once a case is assigned a number, the cases are processed in the order of receipt of completed applications.

B. Eligibility Certification

To be eligible for assistance, households in each unit to be assisted must be determined to be income eligible. All adult members, 18 years of age and older, of both the owner household and tenant household (if any) must be fully certified as income-eligible before any assistance will be provided by the Program. The HIP will income qualify applicant, and when applicable tenant, households in accordance with N.J.A.C. 5:93-9 and the Uniform Housing Affordability Controls (UHAC) at N.J.A.C. 5:80-16.1 et seq., except for the asset test.

The following is a list of various types of wages, payments, rebates and credits. Those that are considered as part of the household's income are listed under Income. Those that are not considered as part of the household's income are listed under Not Income.

C. What is Considered Income

The following income sources are considered income and will be included in the income eligibility determination:

- Wages, salaries, tips, commissions
- Alimony
- Regularly scheduled overtime
- Pensions
- Social security
- Unemployment compensation (verify remaining eligible number of weeks)
- TANF (Temporary Assistance For Needy Families)
- Verified regular child support
- Disability
- Net income from business or real estate
- Interest income from assets such as savings, certificates of deposit, money market accounts, mutual funds, stocks, bonds
- Imputed interest (using a current average annual rate of two percent) from non-income producing assets, such as equity in real estate. Rent from real estate is considered income, after deduction of any mortgage payments, real estate taxes, property owner's insurance.
- Rent from real estate is considered income
- Any other forms of regular income reported to the Internal Revenue Service

D. What is Not Considered Income

The following income sources are not considered income and will not be included in the income eligibility determination:

- Rebates or credits received under low-income energy assistance programs
- Food stamps
- Payments received for foster care
- Relocation assistance benefits
- Income of live-in attendants
- Scholarships
- Student loans
- Personal property such as automobiles
- Lump-sum additions to assets such as inheritances, lottery winnings, gifts, insurance settlements
- Part-time income of dependents enrolled as full-time students
- Court ordered payments for alimony or child support paid to another household shall be deducted from gross annual income

E. How to Verify Income

To calculate income, the current gross income of the applicant is used to project that income over the next 12 months. Income verification documentation should include, but is not limited to the following for each and every member of a household who is 18 years of age or older:

1. Four current consecutive pay stubs, including bonuses, overtime or tips, or a letter from the employer stating the present annual income figure or if self-employed, a current Certified Profit & Loss Statement and Balance Sheet.
2. A signed copy of regular IRS Form 1040 (Tax computation form), 1040A or 1040EZ (as applicable) and state income tax returns filed for the last three years prior to the date of interview or notarized tax waiver letter for respective tax year(s)- A Form 1040 Tax Summary for the past three tax years can be requested from the local Internal Revenue Service Center or by calling 1-800-829-1040.
3. If applicable, a letter or appropriate reporting form verifying monthly benefits such as:
 - Social Security or SSI – Current award letter or computer printout letter

- Unemployment – verification of Unemployment Benefits
 - Welfare -TANF current award letter
 - Disability - Worker's compensation letter or
 - Pension income (monthly or annually) – a pension letter
4. A letter or appropriate reporting form verifying any other sources of income claimed by the applicant, such as alimony or child support – copy of court order or recent original letters from the court (includes separation agreement or divorce papers) or education scholarship/stipends – current award letter;
 5. Reports from the last two consecutive months that verify income from assets to be submitted by banks or other financial institutions managing savings and checking accounts (bank statements and passbooks), trust funds, money market accounts, certificate of deposit, stocks or bonds (In brokerage accounts – most recent statements and/or in certificate form – photocopy of certificates), whole life insurance. Examples include copies of all interest and dividend statements for savings accounts, interest and non-interest bearing checking accounts, and investments;
 6. Evidence or reports of income from directly held assets, such as real estate or businesses owned by any household member 18 years and older.
 7. Interest in a corporation or partnership – Federal tax returns for each of the preceding three tax years.
 8. Current reports of assets – Market Value Appraisal or Realtor Comparative Market Analysis and Bank/Mortgage Co. Statement indicating Current Mortgage Balance. For rental property attach copies of all leases.

F. Additional Income Verification Procedures

1. Student Income

Only full-time income of full-time students is included in the income calculation. A full-time student is a member of the household reported to the IRS as a dependent who is enrolled in a degree seeking program for 12 or more credit hours per semester; and part-time income is income earned on less than a 35-hour workweek.

2. Income from Real Estate

If real estate owned by an applicant for affordable housing is a rental property, the rent is considered income. After deduction of any mortgage payments, real estate taxes, property owner

insurance and reasonable property management expenses as reported to the Internal Revenue Service, the remaining amount shall be counted as income.

If an applicant owns real estate with mortgage debt, which is not to be used as rental housing, the Program Housing Rehabilitation Specialist should determine the imputed interest from the value of the property. The Program Housing Rehabilitation Specialist should deduct outstanding mortgage debt from the documented market value established by a market value appraisal. Based on current money market rates, interest will be imputed on the determined value of the real estate.

G. Other Eligibility Requirements

Applicant to submit the following in the application package:

- Copy of current Homeowner's insurance declarations page (not the policy or receipt);
- Proof of flood insurance, if property is located in a flood zone;
- Copy of recorded deed to the property to be assisted;
- If deed co-holder resides at another location, provide proof of same (driver's license, etc);
- If widow or widower, copy of spouse's Death Certificate;
- Proof that all mortgage payments and, when applicable, Homeowner Association (HOA) Fees are paid current;
- Copy of any and all other liens recorded against the property;
- Personal identification (a copy of any of the following: Driver's License, Passport, Birth Certificate, Social Security Card, Adoption Papers, Alien Registration Card, etc.); and
- Original of signed Eligibility Release form.

Properties for sale are ineligible for program assistance as well as any property the homeowner plans to sell within the next two years.

H. Requirements of Property Taxes and Municipal Utilities Paid Current

All applicants' property tax and municipal sewer accounts, must be paid current. Individual files will be reviewed on a case-by-case basis. Upon approval by the appropriate municipal officials and the Program, a Special Needs Eligibility Requirements Waiver may be issued.

I. Sufficient Equity and Carrying Cost

Additionally, to be determined eligible, there must be sufficient equity in the home to cover the program lien. In other words, the market value of the house must be greater than the total of the existing liens and anticipated program lien combined. For the sake of this rule, the market value of the home will be calculated using the Municipality's assessed value divided by the equalization ratio. All existing property liens (mortgage, home equity loan, etc.) are then

deducted from the calculated house value to determine the current property equity. The Municipality may consider a Special Needs Waiver approved by the municipality on a case-by-case basis for limited equity, but not for negative equity. Additionally, the applicant's income shall be sufficient to meet the carrying costs of the unit or the homeowner is to demonstrate how the unit's carrying costs are funded. This will be reviewed on a case-by-case basis.

J. House Conditions:

All areas of the house must be readily accessible, uncluttered, and clean. This is in anticipation of the Program Inspector and contractors needs of proper and sanitary access for inspections and construction work progress.

If there are any repairs or renovations currently being undertaken on the home by others or the homeowner or done within the last few years that require or required municipal permits, the work must be completed and the permits closed out prior to the homeowner applying to the Program.

K. Eligibility Scenarios of Multi-Family Structures

Several possibilities exist concerning the determination of eligibility in a multi-family structure.

Scenario 1. The Program Administrator determines that the owner is income eligible and the renters in each unit are income eligible. In this case, all of the units are eligible for rehabilitation.

Scenario 2. The Program Administrator determines that the owner is income eligible, but the renters are not. In this case, only the landlord's unit is eligible for rehabilitation. If a home improvement is undertaken which affects all the units in the house (e.g., replacement of a roof), the HIP will only cover a prorated percentage of the cost. For example, in a two-family home with units of approximately equal size, only 50% of the cost of roof replacement will be covered. Where units differ by more than 10% in size, the proration should be based on percentage of square footage within each unit compared to the total interior square footage of all other units in the structure. Shared common areas should not be counted in the denominator for the pro rata calculation.

Scenario 3. The Program Administrator determines that the owner is not income eligible, but the renters are. In this case, the rental units are eligible for rehab, but the owner's is not. If a rehab activity is undertaken which affects all of the units in the house (e.g., replacement of roof), the HIP will only cover a prorated percentage of the cost. For example, in a four-family home, only 75% of the cost of roof replacement would be covered. Where units differ in size, the proration is based on percentage of square footage.

If any of the conditions above apply to a particular applicant's case, CGP&H sends a letter that explicitly identifies which of the units is eligible for rehabilitation, as well as specifies any applicable percentage of the hard costs of rehabilitation between the Program and the homeowner. The homeowner's monetary contribution is to be paid prior to the start of construction at the preconstruction conference in the form of a money order or certified check made payable to the contractor. The payment is held by the Program until the work is satisfactorily completed, at which time the Program will release the payment to the contractor.

L. Eligibility Certification

After the Program Administrator has determined that the household is income eligible and meets all other eligible requirements, the Program Manager will complete and sign the Eligibility Certification. This certification is valid for 180 days starting from date of eligibility certification. A Construction Agreement must be signed within this time period. If not, the Program Administrator must reevaluate the household's eligibility.

After the household is certified as income eligible, the Homeowner/Program Agreement will be executed between the owner and the program.

If an applicant is determined ineligible, for any reason, the Program will issue a Notice of Ineligibility explaining the reason for the ineligibility determination and case termination.

M. Housing Inspection/Substandard Certification/Work Write Up/Cost Estimate

The Program Inspector will perform a comprehensive inspection to determine what work items are necessary to bring the home up to code, as identified in section III C. Photos will be taken at the comprehensive inspection to document existing conditions. As a result of the comprehensive inspection, the Program Inspector will prepare a work write-up and cost estimate. All repairs needed to bring the home up to code will be identified. To the extent that the budget may permit, home weatherization will also be included. This work write-up will include a breakdown of each work item by category and by location in the house. The work write-up will contain information as to the scope of work and specifics on materials such as type, quantity and cost. A total cost estimate will be calculated for each housing unit. Improvements approved under the Program shall be based on the cost of mid-grade fixtures and materials. No upgrades from this standard shall be allowed. Only eligible rehab work will be funded by the Program. In the event that not all items can be accomplished due to program funding caps, the Program Inspector will establish a priority repair system which addresses the code violations before the non-code violations. The HIP's policy is to create Work Write-Ups and Cost Estimates that fall within the HIP funding caps. In unusual hardship cases and when the cost to correct all code violations exceeds the program funding limit, the HIP will seek the homeowner's monetary contribution. If the

homeowner is unable to contribute funds or obtain funds from another funding source, the HIP will request additional funds from Asbury Park.

For houses built prior to 1978, refer to Section VII Lead Base Paint (LBP).

N. Contractor Selection

The homeowner, with the approval of the Program Inspector, will select the contractor. The Housing Rehabilitation Specialist will provide the homeowner with a copy of the work write up and the Program Contractor List. The homeowner will complete the Work Write-Up Review Form indicating review and approval of the work write-up and advising of any contractors currently on the Program Contractor List that the homeowner does not wish to have notified of the availability of the bid package. If the homeowner wishes to solicit a bid from a contractor not currently on the Program Contractor List, the homeowner will provide the contractor's name, address and telephone number on the Work Write-Up Review Form. Any contractors that have not been previously qualified are eligible to participate but must submit their qualifications as well as their bid in the bid package.

The Housing Rehabilitation Specialist will notify at least three (3) currently active contractors that a bid package for the property is available. Each contractor must contact the Housing Rehabilitation Specialist to obtain a full bid package and the contractor must submit a bid to the Housing Rehabilitation Specialist by the submission deadline (usually within three (3) weeks of the date of the bid notification letter). All submitted bids will be opened and recorded by the Program Administrator at a meeting open to all interested parties.

The submitted bids will be reviewed by the homeowner and the Program Inspector. Generally, the lowest responsible bid from a qualified contractor will be chosen. If the homeowner selects a higher bid, he/she must pay the difference between the chosen and the lowest responsible bid.

The Housing Rehabilitation Specialist will email the following documentation to the City:

- Bid Tabulation sheet of all bids received
- Awarded contractor's bid including completed Contractor Award Checklist
- For each contractor's first award in a calendar year, will also include awarded contractor Business Registration Certificate (BRC) and W-9.

Contractor award is passed via a Resolution by City Council. The City will provide the Housing Rehabilitation Specialist with a copy of the Resolution for placement in the case file.

O. Pre-Construction Conference/Contract Signing

The Program Inspector will conduct a pre-construction conference with the homeowner and contractor. Prior to the pre-construction conference the homeowner will be provided with copies of the loan documents and the Construction Agreement and the contractor will be provided with a copy of the Construction Agreement for review. At the time of the pre-construction conference, the scope of work will once again be reviewed. The homeowner and contractor responsibilities will also be reviewed, as well as the Program's construction procedures and program limitations. The homeowner and contractor will each sign the Construction Agreement and receive copies. The homeowner will sign and receive copies of the Mortgage and Mortgage Note in the amount of the HIP subsidy. For rental properties, the property owner will also sign the Deed Restriction (COAH form Appendix E-3).

If the homeowner is providing any funds for the rehabilitation of his/her home, those funds must be provided at the time of the pre-construction conference in the form of a certified check or money order made payable to the contractor. The check will be held by the Program and will be applied towards the contractor's first progress payment.

The contractor will be provided with information regarding the Lead-Based Paint Poisoning Prevention Act (4a.USC 483 1 (b)). The homeowner will be advised of the hazards of lead base paint in houses built prior to 1978 and provided with the EPA booklet Renovate Right. Both contractor and homeowner will each sign the respective Certifications. Additionally, for houses built prior to 1978, Section VII Lead Base Paint (LBP) applies.

Following the pre-construction conference, the Housing Rehabilitation Specialist will provide the Municipality with a copy of the Construction Agreement which includes an itemized price list of the work.

It is the contractor's responsibility to ensure all required permits are applied for prior to the start of construction and, if applicable, at the time of any change orders.

The construction permitting process is handled by the municipality's Construction office.

P. Initiate Municipal Voucher

Upon contractor award decision, the Municipality will provide the Housing Rehabilitation Specialist with a blanket purchase order to create two purchase orders for each case for the contractor to sign at the pre-construction conference at time of contract signing. The contractor's signed purchase orders will be held by the Housing Rehabilitation Specialist until construction progress is sufficient to submit to the municipality.

The Municipal voucher will be separated into two potential payments. The Program staff will match the payment request up with the Municipal voucher issued at the pre-construction conference and adjust the payment amount as per the inspection results. Ultimately upon construction completion, the payments will equal the full voucher amount plus or minus any change orders.

For each contractor's first award in a calendar year, the Housing Rehabilitation Specialist will provide the municipal applicable staff with the awarded contractor Business Registration Certificate (BRC) and W-9 form.

Q. Progress Inspections

The Program Inspector will make the necessary inspections of the progress of property improvements. Inspections are necessary to ensure that the ongoing improvements coincide with the scope of work outlined in the work write-up. It is the contractor's responsibility to notify the Program Inspector when a minimum of 40% of the total contract work is completed. The Program Inspector will schedule the inspection with the homeowner, at which time the Program Inspector will also obtain verbal confirmation from the homeowner that the work is ready for inspection.

If work passes the satisfactory progress inspection, the Housing Rehabilitation Specialist will follow the procedures spelled out in Section V subsection T *Payment Structure and Process* to process a contractor's progress payment request.

The Program Inspector will notify the contractor and the homeowner in writing of any work deficiencies discovered during the progress inspection. Work deficiencies must be corrected prior to the contractor's request for the next inspection.

For houses built prior to 1978, a work item marked EPA RRP Rule cannot be paid for until the contractor provides a post renovation report to the Program. Refer to Section VII Lead Base Paint (LBP) for the EPA regulation.

R. Change Orders

If it is determined during rehabilitation that a change from the original work write-up is required, a Program Change Order Authorization form must be completed and approved by the homeowner, the contractor, the Program and the City.

The Housing Rehabilitation Specialist will forward the executed change order to the Municipality for approval via Resolution by City Council. If the change order work discovery is urgent, such as during roof tear off and cannot wait until the next Council meeting, it will be

submitted for City's preliminary special needs approval prior to Resolution at upcoming Council meeting.

The contractor will be notified by the Housing Rehabilitation Specialist of the results, and no change order work should be undertaken by the contractor until he has received a copy of the fully executed Change Order Authorization or the contractor risks non-payment for the change order work.

S. Final Inspection

Prior to requesting a final inspection, it is the contractor's responsibility to:

- Properly close out all the permits and to provide proof of closed out permits to the Housing Rehabilitation Specialist via the municipal Certificate of Approval;
- Deliver to the homeowner a complete release of all liens arising out of the Construction Agreement, a receipt in full covering all labor, materials and equipment for which a lien could be filed or a bond satisfactory to the owner indemnifying owner against any lien; and;
- Provide the homeowner with all applicable warranties for items installed and work completed during the course of the rehabilitation.

Once the contractor has provided the Housing Rehabilitation Specialist with all required job closeout forms, the contractor will be responsible to request the Program's final inspection. The Program Inspector will schedule the final inspection with the homeowner, at which time the Program Inspector will also obtain verbal confirmation from the homeowner that the rehabilitation work has been completed and is ready for inspection. The Program Inspector will then conduct a final inspection to certify that the required property improvements are complete. The homeowner will be present during the final inspection and the contractor will be present if there are issues to resolve.

Construction progress on work line items will be inspected and considered for payment. If the work passes satisfactory final inspection, the Housing Rehabilitation Specialist will follow the procedures spelled out in Section V subsection T. *Payment Structure and Process* to process the contractor's final payment request.

For houses built prior to 1978, a work item marked EPA RRP Rule cannot be paid for until the contractor provides a post renovation report to the program. Refer to Section VII Lead Base Paint (LBP) for the EPA regulation.

If the Program Inspector identifies any work deficiencies during the final inspection, the Program Inspector will notify the contractor and the homeowner of the deficiencies in writing and the value of said deficiencies will be deducted from the final payment request. Work deficiencies discovered during the final inspection will require the Program Inspector to conduct a subsequent inspection upon contractor's correction of deficiencies. The Rehabilitation Program reserves the right to hold the contractor responsible to pay the cost of any additional inspections beyond the final inspection at a rate per inspection determined by the program administrative contract current at that time, for prematurely requesting the final inspection with the work not 100% completely done in a workman-like manner. Additional inspections are those in excess of the one progress inspection and the final inspection which are needed to inspect corrected deficiencies. The contractor must issue the failed final inspection penalty payment directly to the Program Administrator, CGP&H, via a check prior to the Program Inspector scheduling and repeating the final inspection process. CGP&H will notify the municipality each time a penalty is levied.

The Program lien period will commence upon satisfactory completion of the final inspection. Photographs will be taken of the rehabilitated housing unit by the Program Inspector at the time of the satisfactory final inspection.

T. Payment Structure and Process

The Municipality will issue all payments, which will be made according to the following schedule:

One progress payment (representing a minimum of 40% of total contract work completed) will be paid. Upon completion of one hundred percent (100%) of the rehabilitation work, the contractor is eligible for final payment of the contract price.

Upon a satisfactory program inspection, and confirmation from the Housing Rehabilitation Specialist that all contractor's documents have been submitted according to program procedures, the Housing Rehabilitation Specialist will submit to the Municipality:

- Program's Request for Payment form with Owner's and Program's written approval
- The Municipal voucher signed by the contractor and adjusted to match the current payment amount (N/A if the municipality directly obtains the contractor's signature on the municipal voucher).
- Copy of change order, if one occurred

The Municipality retains the right to make payments to the contractor without homeowner approval should the homeowner become unavailable to sign the Program contractor payment form due to illness or absence. In such instance, the Program shall make reasonable attempts to

contact the homeowner. If such efforts are not successful within a two-week period from the final inspection date, the Program shall advise the Municipality, provide documentation of efforts to obtain homeowner approval, and may authorize contractor payment without homeowner sign-off, to not hold up payment rightfully due to the contractor.

The Housing Rehabilitation Specialist is to submit the contractor payment request to the applicable municipal staff and, if acceptable, the payment request will be placed on the upcoming Bill List agenda. The Municipality will forward to the Housing Rehabilitation Specialist a copy of the executed payment to the contractor for case file records.

Upon job completion, the combined Municipality payments will total the Construction Agreement, including all applicable change order(s) if any, and minus owner contribution, if any. The combined Municipality payments will also match the final Municipal Voucher amount. Progress and final payments will be made payable to the contractor.

U. Standard Certification

A Certificate of Approval issued by the municipal construction official at the time the contractor closes out the rehabilitation construction permits, will confirm the scope of rehabilitation work has been completed and that the housing unit is now up to code standard. The contractor is to provide the Certificate of Approval to the Housing Rehabilitation Specialist when requesting the final inspection. The Housing Rehabilitation Specialist will ensure that a copy of the Certificate of Approval is placed in the case file.

V. Record Mortgage Documentation

At construction completion, the Housing Rehabilitation Specialist will forward the executed mortgage to the Municipality's Attorney for recording. The Municipality will immediately file the mortgage with the County Clerk. For rental properties, the Deed Restriction will also be recorded.

W. File Closing

The Housing Rehabilitation Specialist will close the homeowner's file after the final payment is made and the mortgage, and when applicable, Deed Restriction is/are returned from the County with recorded date, book and page.

The Housing Rehabilitation Specialist will send the homeowner a case closeout letter explaining the warranty period, importance of program documents for personal record keeping, explaining the homeowner's responsibility to continue to maintain the home, providing the homeowner with a home maintenance checklist as guidance, thanking the owner for program participation, and encouraging him/her to recommend the program to other households in the community and,

when applicable, reminding owner of the affordable housing rental requirements listed in the program lien documents and deed restriction.

X. Requests for Subordination or Program Loan Payoff

Asbury Park may agree to subordination of its lien if the mortgage company supplies an appraisal showing that the new loan plus the balance(s) on all unpaid loans (including the value of the rehabilitation assistance) does not exceed ninety-five (95%) of the appraised value of the unit. If the homeowner is simply refinancing their primary mortgage to a lower interest rate and not "cashing out" any equity, Asbury Park will subordinate up to 100% of the appraised value.

The fee to process program loan subordination requests will be paid by the homeowner directly to the Program Administrator in accordance with the fee set forth in the yearly program administration contract.

VI. CONTRACTOR REQUIREMENTS AND RECRUITMENT

A. Marketing

The Program will coordinate with the Municipality to advertise the availability of construction work on the Municipality's website and display a contractor outreach poster and handouts in the municipal building, including the local construction office. Additionally, CGP&H will reach out to home improvement contractors registered with Consumer Affairs who are geographically near or in Asbury Park. If determined needed, additional outreach will be conducted in the local newspapers and through the posting of community notices. As necessary, the Program will advertise the availability of construction work by posting information at local building supply dealers. All interested contractors will have the opportunity to apply for inclusion on the Program Contractor List, which will be made available for the homeowner's use in selecting rehabilitation contractors. The contractor outreach material will also be posted on CGP&H's website.

B. Contractor Qualifications

To qualify, contractors must meet the following minimum requirements:

- Contractors must carry at least \$1,000,000 in general liability insurance. The Contractor shall carry full workmen's compensation coverage including Employer's Liability limits of at least \$500,000 and statutory state coverage for all his/her employees and those of his/her subcontractors engaged in program rehab work. The Contractor must provide the Housing Rehabilitation Specialist with a certificate of insurance naming the Program as Certificate Holder, and naming the Municipality and CGP&H as additional insureds at time of Program job award; and

- At least three favorable references on the successful completion of similar work; and
- The Contractor's State Business Registration Certificate; and
- Current Consumer Affairs Home Improvement Contractor license; and
- Applicable lead certifications for contractors working on houses built prior to 1978. As identified in the scope of work, the contractor must comply with the EPA Renovation, Repair and Painting (RRP) Rule regarding certification; and
- If claiming prior experience with local, state or federally funding housing rehabilitation programs, a record of satisfactory performance in a neighborhood rehabilitation program or other federal/state programs; and
- Appropriate licenses; e.g. plumbing, electrical.

Contractors must also complete a Contractor Qualification Form. The contractor's qualifications will be reviewed and the references cited will be checked by the Program Inspector before the contractor is awarded a job.

Additionally, CGP&H will also conduct periodic contractor orientation sessions via Zoom. Contractors who are new to the program are required to attend an orientation session either via Zoom or one-on-one with the Program Inspector.

VII. Lead Based Paint (LBP):

Though lead remediation is not a DCA or Court requirement for the HIP or for state rehab credit, for the purpose of rehabilitation, the City of Asbury Park has made a local decision to implement a lead safe component into the HIP as an eligible activity for the occupants' health concerns. To that end, all Program assisted homes constructed prior to 1978 will be tested for lead-based paint via inspection by a certified risk assessor.

Housing rehabilitation exemptions from lead-based paint regulations are as follows:

- Residential structures built after January 1, 1978
- Emergency action activities
- Properties found not to have lead-based paint during earlier testing that meets the requirements of prior evaluations

- Properties where all lead-based paint has been identified and removed using approved methods
- Rehabilitation that does not disturb paint

Any properties not inclusive of the aforementioned exemptions and applying for program assistance will be inspected by the appropriate professional to identify and evaluate lead hazards. If hazards are identified, the program will then determine the following:

- Required level of lead hazard reduction
- What methods will be used to reduce or eliminate the hazards

The lead hazard reduction will always include safe work practices and clearance and will also include one or more of the following:

- Paint Stabilization
- Interim Controls (or Standard Treatment)
- What methods will be used to reduce or eliminate the hazards

The occupants will be notified of the Program's determination. Prior to the rehabilitation and lead based paint hazard work going out for contractor bids, the Program will determine the type of contractor needed to complete the work required. The lead paint hazard reduction work will be identified in the work specifications. The Program staff, homeowner and contractor(s) awarded the job will review the key aspects of the lead hazard reduction during the pre-construction conference.

The awarded contractor(s) will perform safe work practices at all times which includes but is not limited to:

- Occupant protection
- Work site preparation
- Daily cleanup
- Safe work practices
- Worker protection

Additionally, for houses built prior to 1978, contractors must comply with the Environmental Protection Agency Renovation, Repair and Painting Rules (40 CFR Part 745) when any work item is marked with (EPA-RRP Rule) in the work specifications.

The requirements related to Section VII are spelled out in the General Conditions of the work specifications.

Occupants will be notified of any lead-hazard reduction measures that were taken. Upon completion of the lead hazard reduction work, a New Jersey Department of Health certified Inspector/Risk Assessor or an EPA certified Dust Wipe Technician will conduct a clearance examination including dust samples to confirm the unit is safe for occupancy and that lead hazard reduction was performed according to the Program's work specifications. If the lead clearance test fails, the unit has to be cleaned again and retested. The contractor will bear the financial responsibility of all additional cleaning and clearance testing required to pass the lead clearance.

The Program will provide the homeowner with copies of the following:

- Lead Hazard Information Pamphlet
- Property Owner Disclosure (distributed to owners of a unit known to contain lead-based paint or lead-based paint hazards for disclosure to tenants or prospective purchasers)
- Notice of Lead Hazard Evaluation or Presumption
- Notice of Lead Hazard Reduction Activity including Clearance

VIII. Rental Procedures:

Rental units are subject to the Uniform Housing Affordability Controls (UHAC) at N.J.A.C.5-80:26.1 et. seq. once the rental units are rehabilitated. In addition to the mortgage and mortgage note, the controls on affordability shall be in the form of a deed restriction.

- If a unit is vacant, upon initial rental subsequent to rehabilitation, or if a renter-occupied unit is re-rented prior to the end of controls on affordability, the deed restriction shall require the unit be rented to an income eligible household at an affordable rent and affirmatively marketed pursuant to UHAC.
- If a unit is renter-occupied, upon completion of the rehabilitation, the maximum rate of rent shall be the lesser of the current rent or the maximum permitted rent pursuant to UHAC.

- Rental Increases: See section VIII C, below.

The municipality's Administrative Agent will administer the rental affordability controls during the 10-year affordability period for each rental property assisted. Landlords are responsible to pay income certification fees for re-rentals.

A. Determining Initial Affordable Rents

The initial maximum affordable rent for a rehabilitated unit is determined by the program staff based on several NJ rules and regulations. The Administrative Agent will make every attempt to price initial rents to average fifty-two percent (52%) of the median income for the household size appropriate to the sized unit within each individual project (N.J.A.C. 5:80-26.3 (d)). Thirty percent (30%) (N.J.A.C. 5:80-26-12 (a)) of that figure is considered the "maximum base rent." Subtracted from the maximum base rent is the cost of all tenant-paid utilities as defined and calculated by the HUD Utilities Allowance figures (updated annually). The remainder becomes the maximum initial rent for that unit. The Home Improvement Program staff can provide potential applicants/landlords with a reasonable estimate of what the maximum base rent will be on their rental unit if they elect to participate in the program.

B. Pricing by Household Size

Initial rents are based on the number of legal bedrooms in each unit. Initial rents must adhere to the following rules.

Table 4 Initial Rental Pricing by Housing Size

Size of Unit	Household Size Used to Determined Max Rent
Studio/Efficiency	1
1 Bedroom	1.5
2 Bedrooms	3
3 Bedrooms	4.5
4 Bedrooms	6

- A studio shall be affordable to a one-person household;
- A one-bedroom unit shall be affordable to a one- and one-half person household;
- A two-bedroom unit shall be affordable to a three-person household;
- A three-bedroom unit shall be affordable to a four- and one-half person household; and
- A four-bedroom unit shall be affordable to a six-person household.

The above rules are only to be used for setting initial rents.

C. Determining Rent Increases

Rents for rehabilitated units may increase annually based on the standards in Appendix B, entitled "Approved Calculation of Annual Increases to Income Limits, Resale Prices and Rents" and only upon written notification from the Administrative Agent.

In addition, the City's Administrative Agent must be used by the Landlord to ensure that all appropriate affirmative marketing and all other affordable housing compliance procedures are followed and will continually oversee compliance for these affordable rental units throughout their restrictive term.

These increases must be filed with and approved by the Administrative Agent. Property managers or landlords who have charged less than the permissible increase may use the maximum allowable rent with the next tenant with permission of the Administrative Agent. Rents may not be increased more than once a year, may not be increased by more than one approved calculated increment at a time, and may not be increased at the time of new occupancy if this occurs less than one year from the last rental. No additional fees may be added to the approved rent without the express written approval of the Administrative Agent.

IX. MARKETING STRATEGY

In coordination with the Municipality, the Program Administrator will employ a variety of proven strategies to advertise the program within Asbury Park to establish the Program's applicant pool/waiting list. The marketing strategy/plan possibilities include but are not limited to:

- Creation and distribution of Program homeowner outreach posters, flyers and handouts
- Place Program outreach material on the Municipal website and, of available, social media
- Place Program outreach material on CGP&H's website and social media
- Municipal E-newsletter and paper newsletter (if available)
- Appending announcements and/or flyers to other municipal mailings as they become available (tax, etc.) or direct mailing, if approved by the municipality
- Municipal email blasts

- Program marketing will be distributed to local community organizations and major employers including religious organizations, civic groups, senior group, ethnic organizations, etc.
- Free local cable TV advertising (when available)
- Periodic Press releases
- Program group presentations to community organizations or at the Municipal Building to prospective homeowners and even to local contractors
- Paid newspaper advertisements (last resort) when deemed necessary and appropriate
- The order of method used will be analyzed to implement the most effective combination of strategies. Extensive marketing efforts are essential for all successful housing rehabilitation programs to meet their productivity objectives.

Available rental units assisted via the HIP will be affirmatively marketed in accordance with the City of Asbury Park Affordable Housing Affirmative Marketing Plan.

X. MAINTENANCE OF RECORDS AND CLIENT FILES

A. Programmatic Recording

The Program files will include:

- The policies and procedures manual, which will also be updated when applicable.
- An applicant pool will be maintained by the Program staff to track intake of the people interested in the program and the corresponding outgoing application invites.
- A rehabilitation log will be maintained by the Program staff that depicts the status of all applications in progress.

B. Participant Record Keeping

The Program will be responsible for ensuring that individual files for each unit are established, maintained and then submitted to the municipality upon completion. Each completed file will contain a minimum of the following:

- Checklist
- Application form

- Tenant Application form (Rental Units Only) including rental lease
- Proof of ownership
- Income verification (for all households)
- Proof of currency of property tax and water/sewer accounts
- Proof of homeowner extended coverage/hazard insurance (Declaration Page)
- Proof that the municipal lien plus the total of other liens does not exceed the market value of the unit.
- Certification of Eligible Household or Notice of Ineligible Household (whichever is applicable)
- Homeowner/Program Agreement
- Certificate of Substandard
- Work Specifications/Cost Estimate aka Work Write-Up
- Bid Notice
- Contractor bids
- Bid Tabulation
- Construction Agreement
- Mortgage and Mortgage Note, and for rental properties, Deed Restriction
- Notice of Right of Rescission
- Homeowner Confirmation of Receipt of EPA Lead Information Pamphlet
- Contractor Confirmation of Receipt of Lead Paint Notice
- Copies of all required permits
- Change orders, if any
- Work progress and final inspection reports
- Copies of contractor payment documentation

- Photographs (Before and After)
- Close-out documents
- Certification of Approval

C. State Reporting

For each unit the following information must be retained to be reported annually:

- Street Address
- Block/Lot/Unit Number
- Owner/Renter
- Income: Low/Mod
- Final Inspection Date
- Funds expended on Hard Costs
- Funds Recaptured
- Major Systems Repaired
- Unit Below Code & Raised to Code
- Effective date of affordability controls
- Length of Affordability Controls (yrs.)
- Date Affordability Controls removed
- Reason for removal of Affordability Controls

The Program Administrator will provide each completed unit's data for annual monitoring.

D. Financial Recordkeeping

Financial recordkeeping is the responsibility of the Municipal Housing Liaison, with assistance from the Administrative Agent, as may be requested from time to time.

XI. HOUSING ADVISORY COMMITTEE AND APPEALS PROCESS

The Program staff is skilled in effectively achieving resolution of homeowner/contractor disputes, in a fair and documented manner.

If a homeowner refuses to pay the contractor and work has been done to work specification and to the satisfaction of the Program, it may authorize payment to the contractor directly. However, the Program will make a reasonable attempt to resolve the differences before taking this step.

However, on the rare occasion if a homeowner or contractor decides to dispute a Program staff decision, the Program will refer the matter to the Municipality for further resolution. It is recommended the Municipality forms a Housing Advisory Committee to mediate and resolve the differences. Homeowners or contractors involved in a dispute will be instructed to submit their concerns in writing. The homeowner or contractor may request a hearing conducted by the Housing Advisory Committee. All Housing Advisory Committee decisions are final. The Housing Advisory Committee formation may occur when the first need arises.

XII. CONCLUSION

If the procedures described in this manual are followed, the City of Asbury Park's Home Improvement Program should operate smoothly and effectively. Where it is found that a new procedure will eliminate a recurring problem, that procedure may be incorporated into the program operation. In addition, this manual may be periodically revised to reflect changes in local, state and federal policies and regulations relative to the Home Improvement Program.

APPENDIX A - LIST OF PROGRAM FORMS

- Application Transmittal Letter
- Program Information Handout
- Application for Assistance- Homeowner
- Application for Assistance- Landlord (Investor)
- Application for Assistance- Tenant
- Eligibility Release Form
- Checklist
- Special Needs Waiver (Eligibility Requirements)
- Special Needs Waiver (Exceed Program Limit)
- Certification of Eligible Household
- Eligibility Determination Form
- Notification of Eligibility
- Notification of Ineligibility
- Homeowner/Program Agreement
- Certificate of Substandard
- Certificate of Substandard – Emergency Situation
- Letter: forward work write-up and contractor list to homeowner
- Work Write-Up Review form
- Request for Rehabilitation Bid
- Affidavit of Contractor
- Subcontractor Bid Sheet
- Bid Tabulation/Contractor Selection
- Construction Agreement
- Mortgage
- Mortgage Note – single family, multi family, investor versions
- Notice of Right of Rescission
- COAH Deed Restriction (when applicable)
- Homeowner Confirmation of Receipt of EPA Lead Information Pamphlet
- Contractor Confirmation of Receipt of Lead Paint Notice
- Notice to Proceed
- Contractor's Request for Final Inspection
- Change Order Authorization
- Certificate and Release
- Closeout Statement

APPENDIX B – Approved Calculation of Annual Increases to Income Limits, Resale Prices and Rents

Methodology for Calculating Regional Income Limits and Rental Increase:

Income limits for all units that are part of the municipality's Housing Element and Fair Share Plan and for which income limits are not already established through a federal program exempted from the Uniform Housing Affordability Controls pursuant to N.J.A.C. 5:80-26.1 shall be updated by the municipality annually within 30 days of the publication of determinations of median income by HUD as follows:

- a. Regional income limits shall be established for the region that the municipality is located within, based on the median income by household size, which shall be established by a regional weighted average of the uncapped Section 8 income limits published by HUD. To compute this regional income limit, the HUD determination of median county income for a family of four is multiplied by the estimated households within the county according to the most recent decennial Census. The resulting product for each county within the housing region is summed. The sum is divided by the estimated total households from the most recent decennial Census in the municipality's housing region. This quotient represents the regional weighted average of median income for a household of four. The income limit for a moderate-income unit for a household of four shall be 80 percent of the regional weighted average median income for a family of four. The income limit for a low-income unit for a household of four shall be 50 percent of the HUD determination of the regional weighted average median income for a family of four. The income limit for a very low-income unit for a household of four shall be 30 percent of the regional weighted average median income for a family of four. These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than those for the previous year.
- b. The income limits attached are the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for the most recent year and shall be utilized until the municipality updates the income limits after HUD has published revised determinations of median income for the next fiscal year.
- c. If at any time, COAH (or a successor administrative agency duly empowered by an amendment to the Fair Housing Act) begins to issue updated annual income limits and

rules for increasing sales prices and rent levels each year, said updated income limits and rules for increasing sales prices and rent levels each year may be used instead of the methodology set forth herein.

In establishing sale prices and rents of affordable housing units, the Administrative Agent shall follow the procedures set forth in UHAC, utilizing the regional income limits established pursuant to the process defined above:

The rent levels of very-low-, low- and moderate-income units may be increased annually based on the percentage increase in the Housing Consumer Price Index for the Northeast Urban Area, upon its publication for the prior calendar year. This increase shall not exceed nine percent in any one year. Rents for units constructed pursuant to low income housing tax credit regulations shall be indexed pursuant to the regulations governing low income housing.

**Maximum Income Limits (2023):
Region 4: Mercer, Monmouth, Ocean**

Household Size	Very-Low Income	Low Income	Moderate Income	Median Income
1 Person	\$27,311	\$45,519	\$72,830	\$91,038
2 Person	\$31,213	\$52,022	\$83,234	\$104,043
3 Person	\$35,115	\$58,524	\$93,639	\$117,048
4 Person	\$39,016	\$65,027	\$104,043	\$130,054
5 Person	\$42,137	\$70,229	\$112,367	\$140,458
6 Person	\$45,259	\$75,431	\$120,690	\$150,862
7 Person	\$48,380	\$80,633	\$129,013	\$161,267
8+ Person	\$51,501	\$85,836	\$137,337	\$171,671



Individual Resolutions
Meeting of the Municipal Council
Wednesday, March 27, 2024
RESOLUTION SUMMARY

2024-184

Amendment to the SDA for extension of the outside approvals date to June 30, 2024 to accommodate sale of Redevelopment Area Bonds.



RESOLUTION NO. 2024-184

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

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY PARK TO ENTER INTO AN AMENDMENT OF THE SUBSEQUENT DEVELOPER AGREEMENT WITH ASBURY PARTNERS, LLC AND 202/204 7TH AVENUE URBAN RENEWAL LLC TO EXTEND THE DATE FOR THE ISSUANCE OF REDEVELOPMENT AREA BONDS IN CONNECTION WITH THE DEVELOPMENT OF PROPERTY LOCATED AT BLOCK 4201, LOTS 3&4

WHEREAS, the *New Jersey Local Redevelopment and Housing Law*, N.J.S.A. 40A:12A-1 *et seq.* (the “**Act**”) authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of redevelopment; and

WHEREAS, the Act confers certain contract, planning and financial powers upon a redevelopment entity, as defined at Section 3 of the Act, in order to implement redevelopment plans adopted pursuant thereto; and

WHEREAS, the City has elected to exercise these redevelopment entity powers directly, as permitted by Section 4 of the Act; and

WHEREAS, on June 5, 2002, the City adopted the “Asbury Park Waterfront Redevelopment Plan (Plan IV)” (as amended and supplemented from time to time, the “**Redevelopment Plan**”, a copy of which is on file with the City Clerk) with respect to the “**Asbury Park Waterfront Redevelopment Area**,” as defined in the Redevelopment Plan (the “**Redevelopment Area**”); and

WHEREAS, pursuant to the Act, including Section 8 thereof (N.J.S.A. 40A:12A-8), a municipality is permitted to contract with a redeveloper to develop redevelopment projects pursuant to a redevelopment plan within an area in need of redevelopment, as all such terms are defined in the Act; and

WHEREAS, the City and Asbury Partners, LLC (the “**Master Developer**”) entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002, as amended by the First Amendment dated June 13, 2018, and the Second Amendment dated October 3, 2019 (collectively, “**Redeveloper Agreement**”), which provide, among other things, that the Master Developer shall be responsible for the redevelopment of the

properties governed by the Redevelopment Plan, which redevelopment it may choose to undertake itself, or through agreements with selected subsequent developers; and

WHEREAS, a copy of the Redeveloper Agreement is on file with the City Clerk; and

WHEREAS, thereafter, the City, Master Developer and 202/204 7th Avenue Urban Renewal, LLC (the “**Entity**”) entered into that certain Subsequent Development Agreement (“**SDA**”) on March 15, 2023, whereby the Entity was designated as the Subsequent Developer to undertake the Project (as defined in the SDA) on the Project Sites located on property identified as Block 4201, Lots 3 and 4 (the “**Property**”) in the City of Asbury Park; and

WHEREAS, the SDA obligated the parties to issue the Redevelopment Area Bonds (“**RABs**”) within 60 days following the receipt of Building Permits, which date has expired; and

WHEREAS, the City, Master Developer and the Entity agree to an extension of the Outside Approvals Date to **June 30, 2024** to allow additional time for the issuance of RABs for the Property, which extension is to be addressed in the Amendment of the Subsequent Developer Agreement (“**Amendment**”).

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 are fully incorporated herein.

Section 2. **Approval of the Amendment.** The Amendment of the Subsequent Developer Agreement in substantially the form attached hereto as Exhibit A is hereby approved.

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

Section 4. **Attestation and Sealing of the Amendment.** The Clerk of the City is hereby authorized and directed, upon the execution of the Amendment in accordance with the terms of Section 3 hereof, to attest to the signature of the Mayor upon such document and is hereby further authorized and directed thereupon affix the corporate seal of the City upon such document.

Section 5. Implementation of the Amendment. Upon the execution and attestation and placing of the seal on the Amendment as contemplated by Sections 3 and 4 hereof, the

Authorized Officers are hereby authorized and directed to (i) deliver the fully executed, attested and sealed document to the other parties thereto and (ii) perform such other actions as the Authorized Officers deem necessary or desirable in relation to the execution and delivery of the Amendment.

Section 6. Payment of Outstanding Costs. This Resolution shall be effective immediately upon execution, subject to the condition of the Entity's full payment of any outstanding costs related to the review of the Project and the negotiation and preparation of the Amendment, together with the payment of any outstanding taxes, payments or other monies which may be due and owing to the City of Asbury Park, as may be applicable.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-184 which was finally adopted by the City Council at a meeting held on the 27th day of March, 2024

CERTIFIED BY ME THIS 28th DAY OF March, 2024.

LISA ESPOSITO
CITY CLERK

Exhibit A

Form of Amendment of the Subsequent Developer Agreement

{372761.DOCX.2}

Attachment: Amendment of the Subsequent Developer Agreement (372761-2x9DC53) (2024-184 : 202-204 Seventh Avenue Second Amendment

AMENDMENT TO SUBSEQUENT DEVELOPER AGREEMENT

THIS AMENDMENT TO SUBSEQUENT DEVELOPER AGREEMENT (“**Amendment**”) made this _____ day of _____ 2024 by and between:

THE MAYOR AND CITY COUNCIL (together, the “**Governing Body**”) **OF THE CITY OF ASBURY PARK** (the “**City**”), in its capacity as a “redevelopment entity” pursuant to N.J.S.A. 40A:12A-4 with principal offices at 1 Municipal Plaza, Asbury Park, New Jersey 07712;

ASBURY PARTNERS, LLC in its capacity as Master Developer, pursuant to the hereinafter defined Redeveloper Agreement (the “**Master Developer**”), with principal offices at 205 Third Avenue, Asbury Park, New Jersey, 07712, along with its permitted successors and/or assigns;

AND

202/204 7TH AVENUE URBAN RENEWAL, A LIMITED LIABILITY COMPANY OF THE STATE OF NEW JERSEY, with offices with principal offices located at 1005 Main Street, 2nd Floor, Asbury Park, New Jersey 07712, the urban renewal entity formed pursuant to the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq., (the “**Entity**”) (each, a “**Party**” and collectively, the “**Parties**”).

WITNESSETH

WHEREAS, the *New Jersey Local Redevelopment and Housing Law*, N.J.S.A. 40A:12A-1 et seq. (the “**Act**”) authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of redevelopment; and

WHEREAS, the Act confers certain contract, planning and financial powers upon a redevelopment entity, as defined at Section 3 of the Act, in order to implement redevelopment plans adopted pursuant thereto; and

WHEREAS, the City has elected to exercise these redevelopment entity powers directly, as permitted by Section 4 of the Act; and

WHEREAS, on June 5, 2002, the City adopted the “Asbury Park Waterfront Redevelopment Plan (Plan IV)” (as amended and supplemented from time to time, the “**Redevelopment Plan**”, a copy of which is on file with the City Clerk) with respect to the “Asbury Park Waterfront Redevelopment Area,” as defined in the Redevelopment Plan (the “**Redevelopment Area**”); and

{372761.DOCX.2}

WHEREAS, pursuant to the Act, including Section 8 thereof (N.J.S.A. 40A:12A-8), a municipality is permitted to contract with a redeveloper to develop redevelopment projects pursuant to a redevelopment plan within an area in need of redevelopment, as all such terms are defined in the Act; and

WHEREAS, the City and the Master Developer entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002, as amended by the First Amendment dated June 13, 2018, and the Second Amendment dated October 3, 2019 (collectively, “**Redeveloper Agreement**”), which provide, among other things, that the Master Developer shall be responsible for the redevelopment of the properties governed by the Redevelopment Plan, which redevelopment it may choose to undertake itself, or through agreements with selected subsequent developers; and

WHEREAS, the City, the Master Developer and 202/204 7th Avenue Urban Renewal, LLC (“**202 Seventh Avenue**”) entered into the Subsequent Development Agreement (“**SDA**”) on March 15, 2023, whereby 202 Seventh Avenue was designated as the Subsequent Developer to undertake the Project (as defined in the SDA) on the Project Site located on property identified as Block 4201, Lots 3 and 4 in the City of Asbury Park (collectively, the “**Project**”); and

WHEREAS, the SDA obligated the parties to issue the Redevelopment Area Bonds (“**RABs**”) within 60 days following the receipt of Building Permits (i.e. “**Outside Approvals Date**”), which date has expired; and

WHEREAS, the Parties agree to an extension of the Outside Approvals Date until June 30, 2024 to allow additional time for the issuance of RABs for the Property; and

WHEREAS, the extension of the Outside Approvals Date is not intended to extend the overall construction interest period

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereto do hereby amend the Subsequent Developer Agreement, as follows:

SECTION I. Construction. The foregoing recitals are hereby incorporated in this Amendment by reference as if set forth herein at length. All terms not defined herein shall have the meanings set forth in the SDA. Other than as specifically modified by this Amendment all other terms, conditions and obligations of the SDA shall remain unmodified and shall remain in full force and effect.

SECTION II. Outside Approvals Date. The Outside Approvals Date shall be extended until no later than **June 30, 2024**.

SECTION III. Miscellaneous. This Amendment shall be implemented as follows:

A. **Entire Agreement.** The SDA, as amended by this Amendment, contains the entire agreement of the Parties with respect to the subject matter hereof. No provision hereof may be modified or waived orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

B. Signatures/Execution. This agreement may be executed in counterparts.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this Amendment to Subsequent Developer Agreement as of the date first written above.

Attest:

THE CITY OF ASBURY PARK

By: _____
Lisa Esposito
City Clerk
Date:

By: _____
John Moor
Mayor
Date:

**202/204 7TH AVENUE URBAN
RENEWAL, LLC**

Witness:

Name:
Title:
Date:

By: _____
Name:
Title: President
Date:

ASBURY PARTNERS, LLC

Witness:

Name:
Title:
Date:

By: _____
Brian A. Cheripka
Senior Vice President
Date:

{372761.DOCX.2}

Attachment: Amendment of the Subsequent Developer Agreement (372761-2x9DC53) (2024-184 : 202-204 Seventh Avenue Second Amendment



Individual Resolutions
Meeting of the Municipal Council
Wednesday, March 27, 2024
RESOLUTION SUMMARY

2024-185

This RAB bond resolution is one of the next issuances of RABs in the not to exceed \$58,000,000 “SHELF” RAB financing that was approved by the Mayor and Council on February 20, 2013 and subsequent approval by the New Jersey Local Finance Board. This project involves the issuance of not to exceed \$2,000,000 RABs (which gets subtracted from the original \$58,000,000) to pay for the outstanding public infrastructure improvements in the Waterfront Redevelopment Area that have been completed by iStar and not reimbursed to date. The RABs are not a debt or liability of the City, but are secured by the special assessments paid by the property owners of the 5 Story (14 condominium) project at 202-204 7th Avenue.



RESOLUTION NO. 2024-185

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

SUPPLEMENTAL RESOLUTION AUTHORIZING THE ISSUANCE OF ONE OR MORE SERIES OF ADDITIONAL NON-RECOURSE REDEVELOPMENT AREA BONDS OF THE CITY OF ASBURY PARK IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$2,000,000 (WATERFRONT REDEVELOPMENT AREA INFRASTRUCTURE PROJECT) IN CONNECTION WITH A PROJECT BEING UNDERTAKEN IN THE CITY BY 202/204 7TH AVENUE URBAN RENEWAL LLC (F/K/A 202 SEVENTH AVENUE LLC) AND AS A PORTION OF NON-RECOURSE REDEVELOPMENT AREA BONDS OF THE CITY PREVIOUSLY APPROVED PURSUANT TO A RESOLUTION DULY ADOPTED BY THE CITY COUNCIL ON FEBRUARY 20, 2013

WHEREAS, the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the “**Redevelopment Law**” or the “**Act**”) authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of redevelopment; and

WHEREAS, the Redevelopment Law confers certain contract, planning and financial powers upon a redevelopment entity, as defined at Section 3 of the Act, in order to implement redevelopment plans adopted pursuant thereto; and

WHEREAS, the City has elected to exercise these redevelopment entity powers directly, as permitted by Section 4 of the Act; and

WHEREAS, on June 5, 2002, the City adopted the “Asbury Park Waterfront Redevelopment Plan (Plan IV)” (as amended and supplemented from time to time, the “**Redevelopment Plan**”) with respect to the “Asbury Park Waterfront Redevelopment Area,” as defined in the Redevelopment Plan, and consisting of the “Prime Renewal Area” and the “Boardwalk Area”, as such terms are also defined therein (collectively, the “**Waterfront Redevelopment Area**”); and

WHEREAS, pursuant to the Redevelopment Law, including Section 8 thereof (*N.J.S.A. 40A:12A-8*), a municipality is permitted to contract with a redeveloper to develop redevelopment projects pursuant to a redevelopment plan within an area in need of redevelopment, as all such terms are defined in the Redevelopment Law; and

WHEREAS, the City and Asbury Partners, LLC (the “**Master Developer**”) entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002 (as amended by the First Amendment dated June 18, 2018, and the Second Amendment dated October 3, 2019 (collectively, the “**Redeveloper Agreement**”); and

WHEREAS, as a result of the world-wide financial issues (the “**Financial Crisis**”) occurring in or about 2008, an affiliate of iStar Financial Inc., as lender to Master Developer, foreclosed on a pledge of the membership interests of Master Developer, thereby succeeding to the ownership of the equity interests in the Master Developer; and

WHEREAS, during the Financial Crisis, Master Developer and the City arbitrated certain disputed issues arising under and in accordance with the requirements of the Redeveloper Agreement; and

WHEREAS, on or about July 18, 2011, arbitrator, Honorable Nicholas Politan issued an arbitrator’s award (the “**Arbitrator’s Award**”) that determined, among other things, that the Parties should seek to work collaboratively to finance infrastructure improvements that are a critical construction condition to the development of residential housing units and other economic development activity within the Waterfront Redevelopment Area; and

WHEREAS, in order to comply with the spirit of the Arbitration Award to induce the Master Developer to proceed expeditiously with the development of residential units and other economic development activities within the Waterfront Redevelopment Area, and to determine an appropriate means to finance the cost of the infrastructure improvements, the City has determined that the cost of the infrastructure improvements should be assessed in the manner provided in *N.J.S.A. 40:56-1 et seq.* (the “**Local Improvements Law**”) and/or pursuant to an assessment agreement under the Redevelopment Area Bond Financing Law pursuant to *N.J.S.A. 40A:12A-64 et seq.* (the “**RAB Law**”); and

WHEREAS, pursuant to Section 7.1 of the Redeveloper Agreement, the Master Developer is responsible for the costs of certain wastewater, stormwater, roadway, streetscape, utility and other infrastructure improvements (the “**Infrastructure Improvements**”) within the Waterfront Redevelopment Area, which Infrastructure Improvements, in whole or in part, constitute (i) redevelopment projects (collectively, the “**Infrastructure Redevelopment Project**” or the “**Project**”) to be undertaken pursuant to the Redevelopment Plan in the Waterfront Redevelopment Area, all as contemplated by the Redevelopment Law and RAB Law, and (ii) local improvements within the meaning, and for the purposes set forth in the Local Improvement Law for which a special assessment may be imposed; and

WHEREAS, pursuant to the RAB Law, a municipality may issue bonds (“**RABs**”) to finance redevelopment projects pursuant to a redevelopment plan within an area in need of redevelopment, which RABs may be secured by, among other things, a special assessment on certain property within an area in need of redevelopment (the “**Special Assessments**”); and

WHEREAS, on February 20, 2013, the City finally adopted that certain ordinance entitled “An Ordinance of the City of Asbury Park, in the County of Monmouth, New Jersey,

Providing for the Special Assessment of the Cost of Certain Wastewater, Stormwater, Roadway, Streetscape, Utility and Other Infrastructure Improvements in Portions of the Prime Renewal Area and the Boardwalk Area within the Asbury Park Redevelopment Area and Establishment of a Mechanism for Payment of the Cost Thereof” (the “**Ordinance**”), which Ordinance authorized the imposition of the Special Assessments pursuant to the statutory procedure set forth in the Local Improvements Law, *N.J.S.A. 40:56-1 et seq.* or pursuant to special assessment agreements (each, a “**Special Assessment Agreement**”); and

WHEREAS, as an inducement to the Master Developer to undertake the Project and in furtherance of the purposes of the Act and the RAB Law and to assist in financing the cost of the Project, the City also adopted a resolution on February 20, 2013 entitled “A RESOLUTION AUTHORIZING THE ISSUANCE OF ONE OR MORE SERIES OF NON-RECOURSE REDEVELOPMENT AREA BONDS OF THE CITY OF ASBURY PARK IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$58,000,000 (WATERFRONT REDEVELOPMENT AREA INFRASTRUCTURE PROJECT)” (the “**Bond Authorizing Resolution**”) authorizing the issuance its non-recourse Redevelopment Area Bonds (Waterfront Redevelopment Area Infrastructure Project), in an aggregate principal amount not to exceed \$58,000,000, in one or more series (the “**Bonds**”), which Bonds shall be secured by a pledge of the Pledged Portion of the Assessment, as defined in that certain Special Assessment Agreement executed by and between the City and the Master Developer (the “**Master Developer Special Assessment Agreement**”), and assignment of certain rights of the City with respect to the Project, including certain rights of the City under that certain Master Developer Special Assessment Agreement, and from time to time, by a Pledged Portion of the Assessment with respect to other Special Assessment Agreements or Special Assessments imposed in accordance with the Local Improvements Law, as such Special Assessment Agreements are executed and/or such Special Assessments are imposed, pursuant to a Trust Indenture dated July 1, 2013, as supplemented pursuant to supplemental trust indentures to be executed in connection with each series of Bonds, including but not limited to the First Supplemental Indenture dated July 1, 2013, the Second Supplemental Indenture dated January 1, 2016, the Third Supplemental Indenture dated January 1, 2016, a Fourth Supplemental Indenture dated June 1, 2021, a Sixth Supplemental Indenture dated September 23, 2022, and a Seventh Supplemental Indenture dated September 22, 2023 (collectively, the “**Trust Indenture**”) by and between the Authority and U.S. Bank Trust Company, National Association, formerly known as U.S. Bank, National Association (the “**Trustee**”), which pledge and assignment are hereby declared to further secure the payment of the principal of and interest on the Bonds; and

WHEREAS, the City issued \$1,055,000 aggregate principal amount of its initial non-recourse Redevelopment Area Bonds, Series 2013A (Waterfront Redevelopment Area Infrastructure Project) on July 19, 2013 (the “**Vive Bonds**”) to provide funds to, among other things, finance and/or refinance part of the \$1,531,092 principal amount of Infrastructure Improvements set forth in that Special Assessment Agreement dated May 15, 2013 (the “**Vive URE Special Assessment Agreement**”) entered into between the City and AP Block 146 Developer Urban Renewal, LLC (the “**Vive URE**”), an affiliate of the Master Developer, with respect to, and for the benefit of, the twenty-eight (28) condominium unit housing redevelopment project constructed on property owned by Vive URE consisting of 801, 803, 805 and 807

Kingsley Street in the City (i.e., Block 3903, Lot 1 on the official tax maps of the City as a result of the consolidation of Block 3903, Lots 1, 2 and 3, the “**Vive Condominium**”); and

WHEREAS, the City issued \$1,465,000 aggregate principal amount of its non-recourse Redevelopment Area Bonds Series 2016A (Waterfront Redevelopment Area Infrastructure Project) on January 7, 2016 (the “**South Grand Bonds**”) to provide funds to, among other things, finance and/or refinance part of the \$1,117,220 principal amount of Infrastructure Improvements set forth in that Special Assessment Agreement dated January 7, 2016 (the “**South Grand URE Special Assessment Agreement**”) entered into between the City, AP at South Grand Urban Renewal, LLC and K. Hovnanian at Asbury Park Urban Renewal, LLC, to provide funding to the Master Developer for the financing of the Cost of certain wastewater, stormwater, roadway, streetscape, utility and other Infrastructure Improvements for the benefit of twenty-eight (28) townhomes on property identified as Block 3205, Lots 13, 14 and 15 on the official tax map of the City (the “**South Grand Project**”); and

WHEREAS, the City issued \$1,980,000 aggregate principal amount of its non-recourse Redevelopment Area Bonds Series 2016B (Waterfront Redevelopment Area Infrastructure Project) on January 7, 2016 (the “**Monroe Bonds**”) to provide funds to, among other things, finance and/or refinance part of the \$2,533,400.21 principal amount of Infrastructure Improvements set forth in that Special Assessment Agreement dated January 7, 2016 (the “**Monroe URE Special Assessment Agreement**”) entered into between the City and by AP at Monroe Urban Renewal, LLC, to provide funding to the Master Developer for the financing of the Cost of certain wastewater, stormwater, roadway, streetscape, utility and other Infrastructure Improvements for the benefit of a three to four story condominium building containing thirty-four (34) residential units on property commonly known as 601 Heck Street in the City and currently identified as Block 3205, Lot 16, on the official tax map of the City (the “**Monroe Project**”)

WHEREAS, the City issued \$3,375,000 aggregate principal amount of its non-recourse Redevelopment Area Bonds Series 2021A (Waterfront Redevelopment Area Infrastructure Project) on June 4, 2021 (the “**Triangle Bonds**”) to provide funds to, among other things, finance and/or refinance part of the \$2,448,281.25 principal amount of Infrastructure Improvements set forth in that Amended and Restated Special Assessment Agreement dated June 4, 2021 (the “**Triangle Townhome Special Assessment Agreement**”) entered into between the City and by K. Hovnanian’s Cove at Asbury Park Urban Renewal, LLC, to provide funding to the Master Developer for the financing of the Cost of certain wastewater, stormwater, roadway, streetscape, utility and other Infrastructure Improvements for the benefit of 48 residential condominium units on property in the City and currently identified as Block 3801, Lots 1.01, 1.03 and 1.05, on the official tax map of the City (the “**Triangle Project**”).

WHEREAS, the City issued \$1,675,000 aggregate principal amount of its non-recourse Redevelopment Area Bonds, Series 2023A (Waterfront Redevelopment Area Baltic Infrastructure Project) on September 22, 2023 (the “**Baltic Bonds**”) to provide funds to, among

other things, finance and/or refinance part of the \$1,081,382.25 principal amount of Infrastructure Improvements set forth in that Amended and Restated Special Assessment Agreement dated September 21, 2023 (the “Baltic Special Assessment Agreement”) entered into between the City and K. Hovnanian’s Baltic at Asbury Park Urban Renewal, LLC to provide funding to the Master Developer for the financing of the Cost of certain wastewater, stormwater, roadway, streetscape, utility and other Infrastructure Improvements for the benefit of 17 residential condominium units on property in the City and currently identified as Block 4003, Lots 1, 2 and 16, on the official tax map of the City (the “**Baltic Project**”).

WHEREAS, the City issued \$2,545,000 aggregate principal amount of its non-recourse Redevelopment Area Bonds, Series 2023B (Waterfront Redevelopment Area Aegean Infrastructure Project) on September 22, 2023 (the “**Aegean Bonds**”) to provide funds to, among other things, finance and/or refinance part of the \$1,712,783.75 principal amount of Infrastructure Improvements set forth in that Amended and Restated Special Assessment Agreement dated September 21, 2023 (the “Aegean Special Assessment Agreement”) entered into between the City and K. Hovnanian’s Aegean at Asbury Park Urban Renewal, LLC to provide funding to the Master Developer for the financing of the Cost of certain wastewater, stormwater, roadway, streetscape, utility and other Infrastructure Improvements for the benefit of 27 residential condominium units on property in the City and currently identified as Block 4003, Lots 12, 13 and 14, on the official tax map of the City (the “**Aegean Project**”).

WHEREAS, \$45,905,000 of the original \$58,000,000 non-recourse Bonds authorized by the Bond Authorizing Resolution remains and the City desires to issue one or more series of additional non-recourse Bonds in an aggregate principal amount not to exceed \$2,000,000 (the “**7th Avenue Bonds**”) in connection a portion of the Project being undertaken in the City by 202/204 7th Avenue Urban Renewal LLC (f/k/a 202 Seventh Avenue LLC, to provide funding to the Master Developer for the financing of this portion of the Project, including the development of property identified as Block 4201, Lot 4.01 (formerly Lots 3 and 4) on the Official Tax Map of the City (the “**7th Avenue Project**”) and in accordance with the Master Developer Special Assessment Agreement, the Ordinance, and an additional Special Assessment Agreement to be entered into between the City and by 202/204 7th Avenue Urban Renewal LLC (f/k/a 202 Seventh Avenue LLC (the “**7th Avenue Special Assessment Agreement**”), providing, in part, for payments by the owners of the properties benefited by the 7th Avenue Project to meet installments of interest and principal on the 7th Avenue Bonds,

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY PARK, NEW JERSEY, AS FOLLOWS:

Section 1. Determination to Issue. To accomplish the purposes and objectives of the Act and the RAB Law, the City hereby determines to finance the 7th Avenue Project as a portion of the Project. In order to finance the 7th Avenue Project, the additional Bonds in the aggregate principal amount not to exceed \$2,000,000 (the “**7th Avenue Bonds**”) are hereby authorized to be issued as Additional Bonds under and as such term is defined in the Trust Indenture, as may be amended and supplemented in connection with the issuance of the 7th Avenue Bonds, from the original authorization of Bonds, making the remaining authorization of Bonds to be issued to be issued pursuant to the Bond Authorizing Resolution not to exceed \$43,905,000 (after

deducting the amount of the Vive Bonds, the South Grand Bonds, the Monroe Bonds, the Triangle Bonds, the Baltic Bonds and the Aegean Bonds, and as adjusted after the issuance of the 7th Avenue Bonds authorized hereby). Taking from that consideration of the proposed not to exceed \$6,500,000 Toll Bros. AP Bonds to be issued parallel with the 7th Avenue Bonds, that not to exceed amount is \$37,405,000. The 7th Avenue Bonds may be issued in multiple series, shall be dated, shall bear interest at such rates of interest and shall be payable as to principal, interest and premium, if any, all as is specified therein. The 7th Avenue Bonds shall be issued in the form, shall mature, shall be subject to redemption prior to maturity and shall have such other details and provisions as are prescribed by the Trust Indenture, as may be amended and supplemented in connection with the issuance of the 7th Avenue Bonds.

Section 2. Bonds to Constitute Special Limited Obligations. The 7th Avenue Bonds, which are issued as Additional Bonds under the Trust Indenture, as may be amended and supplemented in connection with the issuance of the 7th Avenue Bonds, shall be special limited obligations of the City, payable solely out of the Pledged Portion of the Assessment and any other moneys derived pursuant to the Master Developer Special Assessment Agreement, and the Pledged Portion of the Assessment with respect to the Special Assessment Agreement or Special Assessments imposed in accordance with the Local Improvements Law, including those imposed by the 7th Avenue Special Assessment Agreement to be executed and/or such Special Assessments are imposed from time to time; and all such moneys are hereby pledged to the payment of the 7th Avenue Bonds. The payment of the principal of, premium, if any, and interest on the 7th Avenue Bonds shall be secured by a pledge and assignment of the Pledged Portion of the Assessment and certain rights of the City as provided in the Master Developer Special Assessment Agreement and those certain Special Assessment Agreements (to be executed from time to time) including the 7th Avenue Special Assessment Agreement. Neither the members of City Council nor any person executing the 7th Avenue Bonds issued pursuant to this resolution, the Act and the RAB Law shall be liable personally on the 7th Avenue Bonds by reason of the issuance thereof. The 7th Avenue Bonds shall not be in any way a debt or liability of the City other than to the limited extent set forth in the Trust Indenture, as may be amended and supplemented in connection with the issuance of the 7th Avenue Bonds. Neither the faith and credit nor taxing power of the City is pledged to the payment of, the principal or redemption price, if any, of or interest on the 7th Avenue Bonds.

Section 3. Authorization of Bonds. (a) The 7th Avenue Bonds shall mature no later than 30 years from the date of issuance and shall be issued in an aggregate principal amount not exceeding \$2,000,000. The 7th Avenue Bonds shall bear interest at a rate or rates of interest which shall not exceed the maximum interest rates approved by the Local Finance Board in the Division of Local Government Services in the Department of Community Affairs (the “**Local Finance Board**”).

(b) The Mayor or City Manager (each an “**Authorized Officer**”) are each hereby authorized and directed to execute and deliver on behalf of the City a contract of purchase for the purchase of each series of 7th Avenue Bonds (the “**Contract of Purchase**”) with an underwriter or underwriters (the “**Underwriter**” or “**Underwriters**”) to be determined by a certificate of award executed by an Authorized Officer (the “**Award Certificate**”) as determined by an Authorized Officer in consultation with counsel, approval thereof to be evidenced by such

Authorized Officer's execution thereof, for the purchase of all, but not less than all, of each series of 7th Avenue Bonds. The 7th Avenue Bonds may be sold pursuant to a competitive sale, negotiated sale or limited placement agency, all as determined by an Authorized Officer. A copy of the Contract of Purchase shall be filed upon execution with the records of the City.

Section 4. Execution and Authentication. The 7th Avenue Bonds shall be executed and authenticated in accordance with the Trust Indenture, as may be amended and supplemented in connection with the issuance of the 7th Avenue Bonds, and shall be issued in registered form qualifying for book entry registration.

Section 5. Delivery of Bonds. Following execution of the 7th Avenue Bonds, the Authorized Officer are each hereby authorized to deliver the 7th Avenue Bonds to the Trustee for authentication and, after authentication, to deliver the 7th Avenue Bonds to the Underwriters against receipt of the purchase price or unpaid balance thereof.

Section 6. Approval of Offering Document. The distribution by the Underwriters of a Limited Offering Memorandum or Official Statement in preliminary form (the “**Preliminary Offering Document**”) relating to the 7th Avenue Bonds (a draft of which shall be filed with records of the City) in connection with the marketing of the 7th Avenue Bonds, and the distribution of a final Limited Offering Memorandum or Official Statement relating to the 7th Avenue Bonds to the purchasers of the 7th Avenue Bonds (the “**Offering Document**”) is hereby authorized. The Authorized Officers are each hereby authorized to approve the contents of the Preliminary Offering Document with such changes therein and modifications thereto as counsel may advise and such officer of the City may approve. The Authorized Officers are each hereby authorized to approve the contents of the Offering Document and to execute the Offering Document on behalf of the City, which Offering Document shall be in substantially the form of the Preliminary Offering Document with such changes therein (including the insertion of the redemption provisions and the initial interest rates for the 7th Avenue Bonds) and supplements thereto as counsel may advise and the officer of the City executing the same may approve, such approval to be [evidenced](#) by such officer's execution thereof. The Authorized Officers are each hereby authorized to “deem final” the Preliminary Offering Document and to execute and deliver a certificate to the Underwriters to such effect.

Section 7. Approval of Eighth Supplemental Indenture. The form of the Eighth Supplemental Indenture presented to this meeting (a copy of which is on file with the records of the City), and all instruments to be attached thereto or executed in conjunction therewith, is hereby approved and the Authorized Officers are each hereby authorized to execute, acknowledge and deliver, and the City Clerk or Deputy City Clerk are each hereby authorized to affix and attest the seal of the City to the Eighth Supplemental Indenture in such form, with such changes therein as counsel may advise and the officers executing the same may approve, such approval to be evidenced by their execution thereof.

Section 8. Incidental Action. The Authorized Officers are each hereby authorized and directed to execute and deliver such other papers, instruments, certificates, opinions, affidavits and documents, including, without limitation, the Pledge and Assignment Agreement, and to take such other action as may be necessary or appropriate in order to carry out the purpose

of this Resolution, including effectuating the execution and delivery of the Trust Indenture (inclusive of the Eighth Supplemental Indenture), the Master Developer Special Assessment Agreement and any Special Assessment Agreements, including the 7th Avenue Special Assessment Agreement and the issuance and sale of the 7th Avenue Bonds, all in accordance with the foregoing sections hereof.

Section 9. Prior Resolutions. All prior resolutions of the City or portions thereof inconsistent herewith are hereby replaced.

Section 10. Capitalized Terms. Capitalized terms used in this Resolution and not otherwise defined have the meaning given to such terms in the Trust Indenture.

Section 11. Construction. In case any one of more of the provisions of this resolution, the Trust Indenture (inclusive of the Eighth Supplemental Indenture), the Contract of Purchase, the Official Statement or the 7th Avenue Bonds issued hereunder shall for any reason be held illegal or invalid, such illegality or invalidity shall not affect any other provision of this resolution of the Trust Indenture, the Contract of Purchase, the Official Statement and the 7th Avenue Bonds shall be construed and enforced as if such illegal or invalid provision had not been contained therein.

Section 12. Effective Date. This Resolution shall take effect immediately upon adoption.

**CERTIFICATION OF CITY CLERK
REGARDING ADOPTION OF RESOLUTION**

I, Lisa Esposito, Clerk of the City of Asbury Park, in the County of Monmouth, State of New Jersey (the "City"), HEREBY CERTIFY that the attached resolution entitled, "SUPPLEMENTAL RESOLUTION AUTHORIZING THE ISSUANCE OF ONE OR MORE SERIES OF ADDITIONAL NON-RECOURSE REDEVELOPMENT AREA BONDS OF THE CITY OF ASBURY PARK IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$2,000,000 (WATERFRONT REDEVELOPMENT AREA INFRASTRUCTURE PROJECT) IN CONNECTION WITH A PROJECT BEING UNDERTAKEN IN THE CITY BY 202/204 7TH AVENUE URBAN RENEWAL LLC (F/K/A 202 SEVENTH AVENUE LLC) AND AS A PORTION OF NON-RECOURSE REDEVELOPMENT AREA BONDS OF THE CITY PREVIOUSLY APPROVED PURSUANT TO A RESOLUTION DULY ADOPTED BY THE CITY COUNCIL ON FEBRUARY 20, 2013", was adopted by the City Council at a meeting duly called and held on March 27, 2024 in full compliance with the Open Public Meetings Act, N.J.S.A. 10:4-6 et seq., at which meeting a quorum was present and acting throughout and that such resolution was adopted by the following vote:

Ayes:

Nays:

and that the attached resolution has been compared by me with the original thereof as contained in the minutes as officially recorded in my office in the Minute Book of such governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to within and aforesaid resolution has not been repealed, amended or rescinded but remains in full force and effect on and as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City this ___ day of _____, 2024.

Lisa Esposito
City Clerk

228580145 v2

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-185 which was finally adopted by the City Council at a meeting held on the 27th day of March, 2024

CERTIFIED BY ME THIS 28th DAY OF March, 2024.

LISA ESPOSITO
CITY CLERK

EIGHTH SUPPLEMENTAL INDENTURE**By and Between****CITY OF ASBURY PARK, NEW JERSEY****and****U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION****Relating To**

**\$2,000,000 REDEVELOPMENT AREA BONDS, SERIES 2024
(WATERFRONT REDEVELOPMENT AREA 7TH AVENUE INFRASTRUCTURE PROJECT)
(NON-RECOURSE)**

Dated as of _____, 2024

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I SHORT TITLE, DEFINITIONS, AND AUTHORITY	4
Section 1.1. Short Title	4
Section 1.2. Definitions	4
Section 1.3. Authority	4
Section 1.4. Time	5
ARTICLE II AUTHORIZATION, TERMS, AND ISSUANCE OF SERIES 2024 BONDS	5
Section 2.1. Principal Amount, Designation, and Series	5
Section 2.2. Purposes	5
Section 2.3. Date, Maturities, and Interest Rate	5
Section 2.4. Form, Denomination, Numbers, and Letters	5
Section 2.5. Conditions Precedent to Issuance of Series 2024 Bonds	6
Section 2.6. Appointment of Paying Agent	6
Section 2.7. Appointment of Registrar and Authenticating Agent	6
Section 2.8. Book Entry; Letter of Representation	6
Section 2.9. Redemption of Series 2024 Bonds	6
ARTICLE III ESTABLISHMENT OF ADDITIONAL SUBACCOUNTS, APPLICATION OF PROCEEDS OF THE SALE OF SERIES 2024 BONDS; AND USE AND DISBURSEMENTS OF ACCOUNTS	8
Section 3.1. Establishment of Accounts	8
Section 3.2. Application of Series 2024 Bond Proceeds and Use of 2024 Accounts	8
Section 3.3. Security for the Series 2024 Bonds	8
ARTICLE IV PROVISIONS RELATING TO THE SERIES 2024 BONDS	9
Section 4.1. Compliance with Certain Tax Provisions	9
Section 4.1. Appointment of Administrator, Special Assessment Amount and Deficiency Amount	9
ARTICLE V MISCELLANEOUS	9
Section 5.1. Eighth Supplemental Indenture Construed with Indenture	9
Section 5.2. Indenture as Supplemented to Remain in Effect	9
Section 5.3. Execution in Counterparts	9
Section 5.4. Severability	9
Section 5.5. Confirmation of Actions	9
Section 5.6. Governing Law	9
Section 5.7. Notices	10
SCHEDULE A - TERMS OF SERIES 2024 BONDS	A-1
SCHEDULE B - FORMS OF BONDS	B-1

EIGHTH SUPPLEMENTAL INDENTURE

This Eighth Supplemental Indenture, dated as of _____, 2024, by and between the CITY OF ASBURY PARK, NEW JERSEY, a body corporate and politic of the State of New Jersey (the "City"), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association having trust and fiduciary powers in New Jersey, as trustee (the "Trustee").

WHEREAS, the City and the Trustee have entered into the Indenture of Trust dated as of June 1, 2013 (the "Indenture"); and

WHEREAS, by resolution duly adopted on February 20, 2013, the City has authorized the issuance of one or more series of non-recourse redevelopment area bonds pursuant to the Indenture in an aggregate principal amount not to exceed \$58,000,000 pursuant to the provisions of the Redevelopment Area Bond Financing Law (N.J.S.A. 40A:12A-64 et. seq.) (the "RAB Law") in order to provide a means for financing certain infrastructure improvements (the "Improvements") in the Asbury Park Waterfront Redevelopment Area required to be undertaken by Asbury Partners, LLC ("Master Developer") under the terms of an Amended and Restated Master Developer and Land Disposition Agreement dated October 28, 2002, as such agreement may be amended and supplemented from time to time ("Master Developer Agreement") in connection with the development of certain residential housing units; and

WHEREAS, pursuant to the RAB Law, the City may issue bonds ("RABs") to finance redevelopment projects pursuant to a redevelopment plan within an area in need of redevelopment, such bonds may be secured by, among other things, a special assessment on property within an area in need of redevelopment; and

WHEREAS, in furtherance of the issuance of the RABs, the City finally adopted on February 20, 2013 an Ordinance entitled "An Ordinance of the City of Asbury Park, in the County of Monmouth, New Jersey, providing for the Special Assessment of the Cost of certain Wastewater, Stormwater, Roadway, Streetscape, Utility and Other Infrastructure Improvements in Portions of the Prime Renewal Area and the Boardwalk Area within the Asbury Park Redevelopment Area and Establishment of a Mechanism for Payment of the Cost Thereof" and entered into a special assessment agreement dated May 15, 2013 with Master Developer (the "Master Developer Special Assessment Agreement") and together with the hereinafter defined 7th Avenue URE Special Assessment Agreement and the hereinafter defined AP 7th Avenue Special Assessment Agreement (collectively, the "Special Assessment Agreements") for the assessment on certain property of the costs of such Improvements; and

WHEREAS, the City issued \$1,055,000 aggregate principal amount of its initial non-recourse Redevelopment Area Bonds, Series 2013A (Waterfront Redevelopment Area Infrastructure Project) on July 19, 2013 (the "**Vive Bonds**") to provide funds to, among other things, finance and/or refinance part of the \$1,531,092 principal amount of Infrastructure Improvements set forth in that Special Assessment Agreement dated May 15, 2013 (the "**Vive URE Special Assessment Agreement**") entered into between the City and AP Block 146 Developer Urban Renewal, LLC (the "**Vive URE**"), an affiliate of the Master Developer, with respect to, and for the benefit of, the twenty-eight (28) condominium unit housing redevelopment project constructed on property owned by Vive URE consisting of 801, 803, 805 and 807 Kingsley Street in the City (i.e., Block 3903, Lot 1 on the official tax maps of the City as a result of the consolidation of Block 3903, Lots 1, 2 and 3, the "**Vive Condominium**"); and

WHEREAS, the City issued \$1,465,000 aggregate principal amount of its non-recourse Redevelopment Area Bonds Series 2016A (Waterfront Redevelopment Area Infrastructure Project) on January 7, 2016 (the “**South Grand Bonds**”) to provide funds to, among other things, finance and/or refinance part of the \$1,117,220 principal amount of Infrastructure Improvements set forth in that Special Assessment Agreement dated January 7, 2016 (the “**South Grand URE Special Assessment Agreement**”) entered into between the City, AP at South Grand Urban Renewal, LLC and K. Hovnanian at Asbury Park Urban Renewal, LLC, to provide funding to the Master Developer for the financing of the Cost of certain wastewater, stormwater, roadway, streetscape, utility and other Infrastructure Improvements for the benefit of twenty-eight (28) townhomes on property identified as Block 3205, Lots 13, 14 and 15 on the official tax map of the City (the “**South Grand Project**”); and

WHEREAS, the City issued \$1,980,000 aggregate principal amount of its non-recourse Redevelopment Area Bonds Series 2016B (Waterfront Redevelopment Area Infrastructure Project) on January 7, 2016 (the “**Monroe Bonds**”) to provide funds to, among other things, finance and/or refinance part of the \$2,533,400.21 principal amount of Infrastructure Improvements set forth in that Special Assessment Agreement dated January 7, 2016 (the “**Monroe URE Special Assessment Agreement**”) entered into between the City and by AP at Monroe Urban Renewal, LLC, to provide funding to the Master Developer for the financing of the Cost of certain wastewater, stormwater, roadway, streetscape, utility and other Infrastructure Improvements for the benefit of a three to four story condominium building containing thirty-four (34) residential units on property commonly known as 601 Heck Street in the City and currently identified as Block 3205, Lot 16, on the official tax map of the City (the “**Monroe Project**”)

WHEREAS, the City issued \$3,375,000 aggregate principal amount of its non-recourse Redevelopment Area Bonds Series 2021A (Waterfront Redevelopment Area Infrastructure Project) on June 4, 2021 (the “**Triangle Bonds**”) to provide funds to, among other things, finance and/or refinance part of the \$2,448,281.25 principal amount of Infrastructure Improvements set forth in that Amended and Restated Special Assessment Agreement dated June 4, 2021 (the “**Triangle Townhome Special Assessment Agreement**”) entered into between the City and by K. Hovnanian’s Cove at Asbury Park Urban Renewal, LLC, to provide funding to the Master Developer for the financing of the Cost of certain wastewater, stormwater, roadway, streetscape, utility and other Infrastructure Improvements for the benefit of 48 residential condominium units on property in the City and currently identified as Block 3801, Lots 1.01, 1.03 and 1.05, on the official tax map of the City (the “**Triangle Project**”).

WHEREAS, the City issued \$1,675,000 aggregate principal amount of its non-recourse Redevelopment Area Bonds, Series 2023A (Waterfront Redevelopment Area Baltic Infrastructure Project) on September 22, 2023 (the “**Baltic Bonds**”) to provide funds to, among other things, finance and/or refinance part of the \$1,081,382.25 principal amount of Infrastructure Improvements set forth in that Amended and Restated Special Assessment Agreement dated September 21, 2023 (the “**Baltic Special Assessment Agreement**”) entered into between the City and K. Hovnanian’s Baltic at Asbury Park Urban Renewal, LLC to provide funding to the Master Developer for the financing of the Cost of certain wastewater, stormwater, roadway, streetscape, utility and other Infrastructure Improvements for the benefit of 17 residential condominium units on property in the City and currently identified as Block 4003, Lots 1, 2 and 16, on the official tax map of the City (the “**Baltic Project**”).

WHEREAS, the City issued \$2,545,000 aggregate principal amount of its non-recourse Redevelopment Area Bonds, Series 2024 (Waterfront Redevelopment Area Aegean Infrastructure Project) on September 22, 2023 (the “**Aegean Bonds**”) to provide funds to, among other things, finance and/or refinance part of the \$1,712,783.75 principal amount of Infrastructure Improvements set forth in that Amended and Restated Special Assessment Agreement dated September 21, 2023 (the “Aegean Special Assessment Agreement”) entered into between the City and K. Hovnanian’s Aegean at Asbury Park Urban Renewal, LLC to provide funding to the Master Developer for the financing of the Cost of certain wastewater, stormwater, roadway, streetscape, utility and other Infrastructure Improvements for the benefit of 27 residential condominium units on property in the City and currently identified as Block 4003, Lots 12, 13 and 14, on the official tax map of the City (the “**Aegean Project**”).

WHEREAS, \$45,905,000 of the original \$58,000,000 non-recourse Bonds authorized by the Bond Authoring Resolution remains (after deducting the amount of the Vive Bonds, the South Grand Bonds, the Monroe Bonds, the Triangle Bonds, the Baltic Bonds and the Aegean Bonds) and the City desires to issue one or more series of additional non-recourse Bonds in an aggregate principal amount not to exceed \$2,000,000 (the “**7th Avenue Bonds**”) authorized by a resolution duly adopted by the City on March 27, 2024 entitled “SUPPLEMENTAL RESOLUTION AUTHORIZING THE ISSUANCE OF ONE OR MORE SERIES OF ADDITIONAL NON-RECOURSE REDEVELOPMENT AREA BONDS OF THE CITY OF ASBURY PARK IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$2,000,000 (WATERFRONT REDEVELOPMENT AREA INFRASTRUCTURE PROJECT) IN CONNECTION WITH A PROJECT BEING UNDERTAKEN IN THE CITY BY 202/204 7TH AVENUE URBAN RENEWAL LLC (F/K/A 202 SEVENTH AVENUE LLC) AND AS A PORTION OF NON-RECOURSE REDEVELOPMENT AREA BONDS OF THE CITY PREVIOUSLY APPROVED PURSUANT TO A RESOLUTION DULY ADOPTED BY THE CITY COUNCIL ON FEBRUARY 20, 2013” and in connection with a portion of the Project being undertaken in the City by 202/204 7th Avenue Urban Renewal, LLC, to provide funding to the Master Developer for the financing the Cost of certain wastewater, stormwater, roadway, streetscape, utility and other Infrastructure Improvements for the property commonly known as 7th Avenue Project at Asbury Park in the City and currently identified as Block 4201, Lot 4.01 (formerly) Lots 3 and 4, on the official tax map of the City (the “**7th Avenue Project**”) and in accordance with the terms of the Subsequent Developer Agreement, Master Developer Special Assessment Agreement, the Ordinance, and the Special Assessment Agreement by and among the City and 202/204 7th Avenue Urban Renewal, LLC (the “**7th Avenue Special Assessment Agreement**”), providing, in part, for payments by the owners of the properties benefited by the 7th Avenue Project to meet installments of interest and principal on the 7th Avenue Bonds.

WHEREAS, the execution and delivery of the Indenture and this Supplemental Indenture and the issuance of the Series 2024 Bonds (as defined herein) hereunder have been in all respects duly and validly authorized by resolutions duly adopted by the City,

NOW, THEREFORE, THIS SUPPLEMENTAL INDENTURE WITNESSETH THAT:

ARTICLE I

SHORT TITLE, DEFINITIONS, AND AUTHORITY

Section 1.1. Short Title. This Supplemental Indenture shall be known as and may be designated by the short title "Eighth Supplemental Indenture" (this "Supplemental Indenture" or this "Eighth Supplemental Indenture").

Section 1.2. Definitions. All words and phrases defined in Article I of the Indenture shall have the same meanings in this Supplemental Indenture, except as otherwise appears in this Section. In addition, the following terms shall have the following meanings, unless the context otherwise requires:

Authorized Denominations means (i) initially \$100,000 or any integral multiple of \$5,000 in excess thereof or (ii) from and after such time as the City obtains and so long as it maintains an underlying rating on the Series 2024 Bonds of at least 'BBB-' from S&P or 'Baa' by Moody's, \$5,000 or any integral multiple in excess thereof.

Debt Service Reserve Requirement means \$_____, which is equal to the least of (a) 125% average annual Debt Service on the Series 2024 Bonds (\$_____), (b) Maximum Annual Debt Service on the Series 2024 Bonds (\$_____) and (c) 10% of Series 2024 Bond proceeds (\$_____).

Issue Date means the date of delivery upon original issuance of the Series 2024 Bonds.

Project Fund means the Project Fund established pursuant to the Indenture.

Purchaser means [iStar Residential LLC].

2024 Revenue Account means the account of the Revenue Fund established pursuant to Section 3.1 of this Supplemental Indenture.

Series 2024 Bond Resolution means the resolutions of the City adopted on February 20, 2013, as amended and supplemented, including as supplemented on March 27, 2024 authorizing the issuance and delivery of the Series 2024 Bonds.

Series 2024 Bonds means the Series of Bonds authorized by Section 2.1 of this Supplemental Indenture and entitled "Redevelopment Area Bonds, Series 2024 (Waterfront Redevelopment Area 7th Avenue Infrastructure Project)"

Trustee means U.S. Bank Trust Company, National Association, or its successors or assigns.

United States Bankruptcy Code means Title 11 U.S.C., Section 101 et seq., as amended or supplemented from time to time, or any successor federal act.

Section 1.3. Authority. This Eighth Supplemental Indenture is executed pursuant to the provisions of the RAB Law, the Indenture, and the Series 2024 Bond Resolution. Nothing in this Eighth Supplemental Indenture, expressed or implied, is intended to or shall be construed

to confer upon, or to give or grant to, any person or entity, other than the City, the Trustee, the Paying Agent, the Registrar, any other Fiduciary and the owners of the Series 2024 Bonds, any right, remedy or claim under or by reason of this Eighth Supplemental Indenture or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Eighth Supplemental Indenture contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, the Trustee, the Paying Agent, the Registrar, any other Fiduciary and the owners of the Series 2024 Bonds.

Section 1.4. Time. All references to time in this Supplemental Indenture shall refer to New York City time unless otherwise provided herein.

ARTICLE II

AUTHORIZATION, TERMS, AND ISSUANCE OF SERIES 2024 BONDS

Section 2.1. Principal Amount, Designation, and Series. (a) Pursuant to the provisions of the Indenture and in particular Sections 2.06, 2.11 and 8.01 thereof, the Series 2024 Bonds are hereby authorized in the aggregate principal amount of \$ _____. The Series 2024 Bonds shall be distinguished from the Bonds of all other Series by the title "Redevelopment Area Bonds, Series 2024 (Waterfront Redevelopment Area 7th Avenue Infrastructure Project)". The Series 2024 Bonds are the Eighth Series of Bonds issued under the Indenture, are a Series of Additional Bonds thereunder and are issued initially as Senior Bonds, secured as provided in Section 3.3 below.

(b) The Series 2024 Bonds shall be sold to Purchaser on the terms and conditions set forth in the Certificate of the City executed on the date of sale of the Series 2024 Bonds.

Section 2.2. Purposes. The Series 2024 Bonds are issued for the purpose of: (i) making a deposit into the Project Fund in the amounts set forth in Article III hereof to be applied as set forth therein, including, without limitation, to pay Costs of the Project, (ii) making a deposit to certain funds and accounts to pay capitalized interest and fund reserves and (iii) paying costs of issuance of the Series 2024 Bonds. The Series 2024 Bonds shall be issued as fixed rate, tax-exempt Bonds.

Section 2.3. Date, Maturities, and Interest Rate. The Series 2024 Bonds shall be payable at the places and in the manner set forth in the Indenture, this Supplemental Indenture and Schedule A attached hereto. The Series 2024 Bonds shall consist of serial bonds and/or term bonds which shall be dated the Issue Date on original issuance, shall bear interest, shall mature, shall be payable and shall be subject to redemption as described in Schedule A attached hereto and in Section 2.9 hereof.

Section 2.4. Form, Denomination, Numbers, and Letters. The Series 2024 Bonds shall be issued in the form of fully registered bonds without coupons, and the Series 2024 Bonds (and the Authenticating Agent's Certificate of Authentication) shall be issued in substantially the form set forth in Schedule B attached hereto. The Series 2024 Bonds shall be issued in the Authorized Denominations and shall be numbered separately from 1 upward and may be preceded by a letter or letters so as to distinguish each Series 2024 Bond.

Section 2.5. Conditions Precedent to Issuance of Series 2024 Bonds. In addition to the requirements of Section 2.06 and 2.11 of the Indenture, the Trustee shall not deliver to the City or on its order any of the Series 2024 Bonds unless theretofore or simultaneously therewith there shall have been delivered to the Trustee executed copies of the following:

7th Avenue Special Assessment Agreement
7th Avenue Financial Agreement
7th Avenue Developer Agreement

Section 2.6. Appointment of Paying Agent. U.S. Bank Trust Company, National Association is hereby appointed the Paying Agent with respect to the Series 2024 Bonds.

Section 2.7. Appointment of Registrar. U.S. Bank Trust Company, National Association is hereby appointed Registrar with respect to the Series 2024 Bonds.

Section 2.8. Intentionally Omitted.

Section 2.9. Redemption of Series 2024 Bonds. (A) The Series 2024 Bonds shall be subject to redemption as follows:

(i) Optional Redemption. The Series 2024 Bonds are not subject to redemption prior to their respective maturities.

(ii) Special Mandatory Redemption. The Series 2024 Bonds are subject to special mandatory redemption prior to maturity, on any Payment Date, in whole or in part, at a Redemption Price equal to the principal amount thereof being redeemed, without premium, plus accrued interest, if any, to the date of redemption, from funds on deposit in the 2024 Redemption Account, including funds required to be deposited to the 2024 Redemption Account pursuant to Section 5.07(b) of the Indenture upon the recalculation of the Special Assessment in accordance with section 3.01(g) of the Master Developer Special Assessment Agreement.

(iii) Special Optional Redemption. The Series 2024 Bonds are subject to special redemption prior to their respective maturities, at the option of the City, with the written consent of the Master Developer, on any Payment Date, in whole or in part, at a Redemption Price equal to the principal amount thereof being redeemed, without premium, plus accrued interest, if any, to the date of redemption, from funds on deposit in the Surplus Fund, including but not limited to the deposit into the 2024 Revenue Fund of the Pledged Special Assessment in excess of the amount needed to pay principal of or interest on the Series 2024 Bonds, upon the recalculation of the Special Assessment in accordance with section 3.01(g) of the Master Developer Special Assessment Agreement or upon the payment of the Pledged Portion of the Special Assessment by Other Redevelopers subject to the Ordinance.

(iv) Mandatory Sinking Fund Redemption. (i) The Series 2024 Bonds are subject to mandatory sinking fund redemption, in whole or in part, pursuant to the Indenture, in the Redemption Price equal to the principal amount thereof being redeemed, without premium, plus accrued interest, if any, to the redemption date.

Series 2024 Bonds Due January 1, as follows:

<u>Date</u>	<u>Sinking Fund Payment</u>
01/01/2027	\$
01/01/2028	
01/01/2029	
01/01/2030	
01/01/2031	
01/01/2032	
01/01/2033	
01/01/2034	
01/01/2035	
01/01/2036	
01/01/2037	
01/01/2038	
01/01/2039	
01/01/2040	
01/01/2041	
01/01/2042	
01/01/2043	
01/01/2044	
01/01/2045	
01/01/2046	
01/01/2047	
01/01/2048	
01/01/2049	
01/01/2050	
01/01/2051	
01/01/2052	
01/01/2053	
01/01/2054**	

**** Final Maturity**

(v) Partial Redemption. Any partial redemption of the Series 2024 Bonds shall be in the largest integral multiples of the minimum Authorized Denomination derived from the amounts to be applied to such redemption; provided, however, the remaining Series 2024 Bonds left Outstanding must be in Authorized Denominations.

(B) Notice of Redemption. Notice of redemption of the Series 2024 Bonds shall be given by Second class mail, or otherwise in accordance with the procedures of DTC, not less than fifteen (15) nor more than thirty (30) days before the redemption date, to the registered Owners of any Series 2024 Bonds or portions of Series 2024 Bonds which are to be redeemed, at their last addresses, if any, appearing upon the registry books, in the form described in Article III of the Indenture.

ARTICLE III

ESTABLISHMENT OF ADDITIONAL ACCOUNTS, APPLICATION OF PROCEEDS OF THE SALE OF SERIES 2024 BONDS; AND USE AND DISBURSEMENTS OF ACCOUNTS

Section 3.1. Establishment of Accounts. In addition to the Accounts previously established under the Indenture, the Trustee is directed to establish the following additional Accounts: within the Project Fund, the 2024 Account and the 2024 Costs of Issuance Account; within the Debt Service Fund, the 2024 Capitalized Interest Account, the 2024 Interest Account and the 2024 Principal Account; within the Rebate Fund, the 2024 Rebate Account; within the Redemption Fund, the 2024 Redemption Account and within the Revenue Fund, the 2024 Revenue Account. The City may, from time to time, direct the Trustee in writing to establish additional Accounts or Subaccounts in accordance with the Indenture or to close any Account during any period that no money is deposited in such Account. Except as otherwise provided in this Supplemental Indenture, the moneys and securities relating to the Series 2024 Bonds deposited in the Accounts created hereby shall not be commingled with any moneys or securities relating to any other Series of Bonds heretofore or hereafter issued under the Indenture, if any, and deposited in the respective Accounts to which they relate, and moneys and securities required to be transferred between Accounts pursuant to Article V of the Indenture in respect of the Series 2024 Bonds shall only be transferred between the respective Accounts to which they relate.

Section 3.2. Application of Series 2024 Bond Proceeds and Use of 2024 Accounts. The proceeds from the sale and delivery of the Series 2024 Bonds in the amount of \$_____ consisting of the principal amount of Series 2024 Bonds, together with a \$0.00 cash equity contribution from Asbury Partners, LLC shall be deposited in the following Accounts:

- (a) To the 2024 Account within the Project Fund, the amount of \$_____ (consisting of \$_____ in Series 2024 Bond proceeds);
- (b) To the 2024 Capitalized Interest Account, the amount of \$_____ to pay interest due on the Series 2024 Bonds from the date of issuance through and including _____, 202_;
- (c) To the Debt Service Reserve Fund, the amount of \$_____; and
- (d) To the Series 2024 Costs of Issuance Account, the amount of \$_____ to pay or reimburse costs of issuance of the Series 2024 Bonds

Section 3.3. Security for the Series 2024 Bonds. With respect to the Series 2024 Bonds, such Series 2024 Bonds shall be secured, inter alia, by the Trust Estate, including only those Net Revenues received from property associated with the 7th Avenue Project subject to the Ordinance, the Master Developer Special Assessment Agreement and the 7th Avenue Special Assessment Agreement.

ARTICLE IV

PROVISIONS RELATING TO THE SERIES 2024 BONDS

Section 4.1 Compliance with Certain Tax Provisions. The City covenants that it will comply with any conditions subsequent imposed by the Code and shall cause the Master Developer to do and perform all acts and things necessary or desirable in order to preserve the tax-exempt status of the Series 2024 Bonds, including the adoption of post-issuance compliance procedures addressing the requirements with respect to use of proceeds and rebate of all net investment earnings on the gross proceeds above the yield on such Series of Series 2024 Bonds.

Section 4.2 Appointment of Administrator, Special Assessment Amount and Deficiency Amount. **Public Resources Advisory Group** is hereby appointed Administrator for the Series 2024 Bonds and this Eighth Supplemental Indenture. Within thirty (30) days following the sale of the last unit in the 7th Avenue Project, Public Resources Advisory Group shall determine the total aggregate amount of the Pledged Portion of the Special Assessment (including any Deficiency Amounts paid). In the event that such aggregate amount shall exceed the aggregate amount of the Pledged Portion of the Special Assessment required to pay debt service and other charges applicable to amount of the Series 2024 Bonds applicable to the 7th Avenue Project, such excess may be refunded at the direction of the Master Developer, to 202/204 Seventh Avenue Urban Renewal, LLC based upon payments of Deficiency Amounts.

ARTICLE V

MISCELLANEOUS

Section 5.1. Eighth Supplemental Indenture Construed with Indenture. All of the provisions of this Supplemental Indenture shall be deemed to be and construed as part of the Indenture to the same extent as if fully set forth therein.

Section 5.2. Indenture as Supplemented to Remain in Effect. Save and except as herein supplemented by this Supplemental Indenture, the Indenture shall remain in full force and effect.

Section 5.3. Execution in Counterparts. This Supplemental Indenture may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

Section 5.4. Severability. If any section, paragraph, clause, or provision of this Supplemental Indenture shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Supplemental Indenture.

Section 5.5. Confirmation of Actions. All action (not inconsistent with the provisions of this Supplemental Indenture) heretofore taken by the City directed toward the issuance and sale of the Series 2024 Bonds is hereby ratified, approved, and confirmed.

Section 5.6. Governing Law. This Supplemental Indenture shall be construed in accordance with the laws of the State of New Jersey.

Section 5.7. Notices. Any notice, demand, direction, request, or other instrument authorized or required by this Supplemental Indenture to be given to or filed with the City, the Trustee, the Paying Agent, or the Registrar, shall be deemed to have been sufficiently given or filed for all purposes, if any, when delivered or sent by registered or certified mail, return receipt requested, postage prepaid, and, if given by telex, telegraphic or electronic means, shall be deemed given when transmitted (receipt confirmed) to the following addresses; provided that facsimile or electronic transmissions of notices shall only be deemed to have been sufficiently given or filed for all purposes if the City and the Fiduciaries have agreed to accept notices by facsimile or electronic communication, such notice has been sent by a person authorized to give such notice and receipt of such notice has been confirmed.

If to the City:

City of Asbury Park
One Municipal Plaza
Asbury Park, New Jersey 07712
Attn: City Manager

With copies to:

Archer & Greiner P.C.
10 Highway 35
Red Bank, New Jersey 07701
Attn: John M. Cantalupo, Esq.

If to the Trustee:

U.S. Bank Trust Company, National Association
Corporate Trust Services
333 Thornall Street
Edison, New Jersey 08837
Attn: Paul O'Brien

With copies to:

McManimon, Scotland & Baumann, LLC
75 Livingston Avenue
Roseland, New Jersey 07068
Attn: Nicholas A. Concilio, Esq.

If to the Master Developer:

Asbury Partners, LLC
1089 Ocean Avenue
Asbury Park, New Jersey 07712
Attn: Brian Cheripka

With copies to:

Gibbons, P.C.
141 West Front Street (Suite 240)
Red Bank, New Jersey 07701
Attn: Jennifer Phillips Smith, Esq.

And

Pearlman & Miranda, LLC
110 Edison Place, Suite 301
Newark, New Jersey 07102
Attn: Stephen B. Pearlman, Esq.

If to the Administrator:

Public Resources Advisory Group
150 Second Avenue North, Suite 400
St. Petersburg, FL 33701
Attn: Michael Johnston

The City and the Fiduciaries may, by like notice to each other, designate any further or different addresses to which subsequent notices shall be sent.

IN WITNESS WHEREOF, an Authorized Officer of the City and an Authorized Officer of the Trustee have hereunto executed this Supplemental Indenture as of the date first written above.

CITY OF ASBURY PARK

By: _____
LILLIAN L. NAZZARO
City Manager

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

By: _____
PAUL O'BRIEN
Vice President

[SIGNATURE PAGE TO EIGHTH SUPPLEMENTAL INDENTURE]

SCHEDULE A
TERMS OF SERIES 2024 BONDS

<u>Principal Amount</u>	<u>Dated Date:</u>	<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Yield</u>
\$ _____	_____, 2024	January 1, 2054	7.00%	7.00%

**SCHEDULE B
FORM OF BOND**

FORM OF SERIES 2024 BOND

THE SERIES 2024 BONDS MAY ONLY BE SOLD TO PURCHASERS THAT MEET THE DEFINITION OF QUALIFIED INSTITUTIONAL BUYERS OR ACCREDITED INVESTORS, EACH SUCH TERMS AS SET FORTH IN THE SECURITIES ACT OF 1933, AS AMENDED, OR TO A TRUST OR OTHER CUSTODIAL ARRANGEMENT, THE OWNERS OF ANY BENEFICIAL INTEREST IN WHICH ARE LIMITED TO QUALIFIED INSTITUTIONAL BUYERS AND ACCREDITED INVESTORS. THERE IS NO PUBLIC MARKET FOR THE SERIES 2024 BONDS, THERE IS NO PUBLIC RATING ON THE SERIES 2024 BONDS, AND PURCHASE OF THE SERIES 2024 BONDS SHOULD BE CONSIDERED ONLY BY INVESTORS WHO: (A) CAN BEAR THE ECONOMIC RISK OF SUCH INVESTMENT; (B) HAVE SUCH KNOWLEDGE AND EXPERIENCE IN BUSINESS AND FINANCIAL MATTERS AS TO BE CAPABLE OF EVALUATING THE RISKS AND MERITS OF SUCH INVESTMENT; AND (C) HAVE UNDERTAKEN THE RESPONSIBILITY FOR OBTAINING ALL INFORMATION THAT THEY DEEM NECESSARY AND DESIRABLE TO FORM A DECISION TO PURCHASE THE SERIES 2024 BONDS. EACH PROSPECTIVE INVESTOR SHOULD CONSIDER ITS FINANCIAL CONDITION AND THE RISKS INVOLVED TO DETERMINE ITS SUITABILITY TO INVEST IN THE SERIES 2024 BONDS.

IN ACCEPTING THIS SERIES 2024 BOND, THE HOLDER ACKNOWLEDGES THAT (A) IT IS A QUALIFIED INSTITUTIONAL BUYER OR ACCREDITED INVESTOR AS DEFINED IN THE SECURITIES ACT OF 1933, AS AMENDED, OR A TRUST OR OTHER CUSTODIAL ARRANGEMENT, THE OWNERS OF ANY BENEFICIAL INTEREST IN WHICH ARE LIMITED TO QUALIFIED INSTITUTIONAL BUYERS AND ACCREDITED INVESTORS, (B) EXCEPT AS EXPRESSLY SET FORTH IN THE PRIVATE PLACEMENT MEMORANDUM AND THE BOND PURCHASE AGREEMENT, DATED SEPTEMBER 19, 2023, BETWEEN THE CITY AND ISTAR RESIDENTIAL LLC, THE CITY HAS NOT PROVIDED ANY DISCLOSURE REGARDING THE CITY IN CONNECTION WITH THIS SERIES 2024 BOND AND THE CITY SHALL HAVE NO LIABILITY IF THIS SERIES 2024 BOND IS NOT SOLD TO A QUALIFIED INSTITUTIONAL BUYER OR ACCREDITED INVESTOR OR A TRUST OR OTHER CUSTODIAL ARRANGEMENT (AND THE HOLDER SHALL INDEMNIFY AND HOLD HARMLESS THE CITY AGAINST ANY MATTER THREATENED OR BROUGHT AGAINST THE CITY IN CONNECTION THEREWITH), THE OWNERS OF ANY BENEFICIAL INTEREST IN WHICH ARE LIMITED TO QUALIFIED INSTITUTIONAL BUYERS AND ACCREDITED INVESTORS, (C) IT HAS KNOWLEDGE AND EXPERIENCE IN BUSINESS AND FINANCIAL MATTERS AS TO BE CAPABLE OF EVALUATING THE RISKS AND MERITS OF INVESTING IN THIS SERIES 2024 BOND, (D) IT CAN BEAR THE ECONOMIC RISK OF INVESTING IN THIS SERIES 2024 BOND, AND (E) IT HAS UNDERTAKEN THE OBTAINING OF ANY AND ALL INFORMATION IT DEEMS NECESSARY PRIOR TO PURCHASING THIS SERIES 2024 BOND.

R-1

\$ _____

**UNITED STATES OF AMERICA
CITY OF ASBURY PARK, NEW JERSEY
REDEVELOPMENT AREA BONDS, SERIES 2024
(WATERFRONT REDEVELOPMENT AREA 7th AVENUE INFRASTRUCTURE PROJECT)
(NON-RECOURSE)**

**DATE OF ORIGINAL
ISSUE:**

_____, 2024

MATURITY DATE:

January 1, 2054

**RATE OF INTEREST
PER ANNUM:**

7.00%

REGISTERED OWNER: [**ISTAR RESIDENTIAL LLC**]

PRINCIPAL AMOUNT: _____ DOLLARS

THE CITY OF ASBURY PARK, a public body corporate and politic and political subdivision of the State of New Jersey, existing under and by virtue of the Constitution and the laws of the State of New Jersey (the "City"), acknowledges itself indebted and for value received hereby promises to pay, in lawful money of the United States of America, to the Registered Owner shown above, or its registered assigns, on the Maturity Date specified above, the principal sum specified above on the MATURITY DATE and to pay interest on such sum until the principal sum is paid from the most recent interest payment date next preceding the date of authentication hereof, unless the date of authentication hereof is an interest payment date, in which case from the date of authentication hereof, or unless the date of authentication hereof is prior to the first interest payment date, in which case from the DATE OF ORIGINAL ISSUE set forth above, or unless the date of authentication hereof is between a Record Date for such interest, which shall be the fifteenth (15th) day (whether or not a business day) of the calendar month next preceding an interest payment date, and the next succeeding interest payment date, in which case from such interest payment date, at the RATE OF INTEREST PER ANNUM specified above semiannually on the first day of January and July in each year until maturity, commencing on July 1, 2024. Interest on this bond will be paid to the registered owner as listed on the records of Registrar as of each Record Date. Upon final maturity, principal of this bond will be paid to the registered owner, as listed on the records of the Registrar, upon presentation and surrender at the corporate trust office of U.S. Bank Trust Company, National Association, Edison, New Jersey, the Trustee, Registrar and Paying Agent. Principal (other than at final maturity) and interest on the Bonds will be paid by the Trustee on each Bond Payment Date by check or draft mailed to (or, at the written request of any Registered Owner that owns Bonds, by electronic transfer credited to the benefit of such Registered Owner) the person in whose name a Bond is registered on the Bond Register at the close of business on the Record Date, and at the address appearing on such Bond Register (or, in the case of an electronic transfer, to the financial institution and account number reflected in the registration books).

No transfer of this bond shall be valid unless made on the registration books of the City kept for that purpose at the corporate trust office of the Registrar and by surrender of this bond (together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or by his or her duly authorized attorney) and the issuance of a new bond or bonds in the same form and tenor as the original bond except for the differences in the name of its registered owner, the denominations and the Date of Authentication. The owner of any bond

or bonds may surrender same (together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or by his or her duly authorized attorney), in exchange for an equal aggregate principal amount of bonds of any authorized denominations.

This bond is one of a duly authorized issue of bonds of the City designated "City of Asbury Park, Redevelopment Area Bonds, Series 2024 (Waterfront Redevelopment Area 7th Avenue Infrastructure Project) ("Non-Recourse")", limited to an aggregate principal amount of \$_____ (herein called the "Series 2024 Bonds"), which has been duly issued by the City under and pursuant to the laws of the State of New Jersey, particularly the Redevelopment Area Bond Law, as amended and supplemented) (hereinafter called the "Act"), and pursuant to the provisions of a Trust Indenture dated as of July 1, 2013 by and between the City and the Trustee as amended and supplemented, including by the Eighth Supplemental Trust Indenture dated as of _____, 2024 by and between the City and Trustee (together, the "Indenture"). The proceeds of the Series 2024 Bonds will be used to (i) finance the cost of certain wastewater, stormwater, roadway, streetscape, utility and other Infrastructure Improvements on property identified as Block 4201, Lot 4.01 (formerly Lots 3 and 4) on the official tax map of the City, (ii) make a deposit to the various funds and accounts established under the Indenture, including for the payment of capitalized interest on the Series 2024 Bonds through and including _____, 202_, and (iii) provide funds to pay certain costs of issuing the Series 2024 Bonds. Terms not defined herein shall have the meanings assigned to them in the Indenture.

This bond, and the Series 2024 Bonds of which it is a part, shall constitute limited non-recourse obligations of the City payable from and secured by a pledge of and lien on the Net Revenues, including the Pledged Portion of Special Assessments, all funds held in the Funds and Accounts established thereunder (except funds held in the Rebate Fund or Administrative Expenses Fund) and investments, if any, thereof and earnings, if any, thereon; and any and all other real or personal property of every name and nature from time-to-time conveyed, mortgaged, assigned, or transferred as and for additional security under the Indenture by the City or anyone on its behalf or, with its written consent, to the Trustee.

Net Revenues are defined in the Indenture as (i) all amounts payable in respect of, or proceeds from each Series of Bonds concerning each tranche, (ii) investment income in respect of any money held by the Trustee pursuant to this Indenture with respect to each Series of Bonds concerning each tranche, (iii) any other amounts paid to the Trustee pursuant to the Special Assessment Agreement associated with each tranche; (iv) the Pledged Portion of the Special Assessment with respect to each Series of Bonds concerning each tranche, and (v) the Pledged Municipal Lien Enforcement Revenues with respect to each Series of Bonds concerning each tranche; provided that each tranche is to be secured solely by the Net Revenues received pursuant to a certain Special Assessment Agreements associated with each tranche and as shall be specifically set forth in any Supplemental Indenture for a Series of Bonds associated with each tranche.

The Series 2024 Bonds shall be subject to redemption as follows:

(i) Optional Redemption. The Series 2024 Bonds are not subject to redemption prior to their respective maturities.

(ii) Special Mandatory Redemption. The Series 2024 Bonds are subject to special mandatory redemption prior to maturity, on any Payment Date, in whole or in part, at a Redemption Price equal to the principal amount thereof being redeemed, without premium, plus accrued interest, if any, to the date of redemption, from funds on deposit in the

2024 Redemption Account, including funds required to be deposited to the 2024 Redemption Account pursuant to Section 5.07(b) of the Indenture upon the recalculation of the Special Assessment in accordance with section 3.01(g) of the Master Developer Special Assessment Agreement.

(iii) Special Optional Redemption. The Series 2024 Bonds are subject to special redemption prior to their respective maturities, at the option of the City, with the written consent of the Master Developer, on any Payment Date, in whole or in part, at a Redemption Price equal to the principal amount thereof being redeemed, without premium, plus accrued interest, if any, to the date of redemption, from funds on deposit in the Surplus Fund, including but not limited to the deposit into the 2024 Revenue Fund of the Pledged Special Assessment in excess of the amount needed to pay principal of or interest on the Series 2024 Bonds, upon the recalculation of the Special Assessment in accordance with section 3.01(g) of the Master Developer Special Assessment Agreement or upon the payment of the Pledged Portion of the Special Assessment by Other Redevelopers subject to the Ordinance.

(iv) Mandatory Sinking Fund Redemption. (i) The Series 2024 Bonds are subject to mandatory sinking fund redemption, in whole or in part, pursuant to the Indenture, in the Redemption Price equal to the principal amount thereof being redeemed, without premium, plus accrued interest, if any, to the redemption date.

Series 2024 Bonds Due January 1, as follows:

<u>Date</u>	<u>Sinking Fund Payment</u>
01/01/2026	\$ _____
01/01/2027	
01/01/2028	
01/01/2029	
01/01/2030	
01/01/2031	
01/01/2032	
01/01/2033	
01/01/2034	
01/01/2035	
01/01/2036	
01/01/2037	
01/01/2038	
01/01/2039	
01/01/2040	
01/01/2041	
01/01/2042	
01/01/2043	
01/01/2044	
01/01/2045	
01/01/2046	
01/01/2047	
01/01/2048	

<u>Date</u>	<u>Sinking Fund Payment</u>
01/01/2049	
01/01/2050	
01/01/2051	
01/01/2052	
01/01/2053	
01/01/2054**	

**** Final Maturity**

(v) Partial Redemption. Any partial redemption of the Series 2024 Bonds shall be in the largest integral multiples of the minimum Authorized Denomination derived from the amounts to be applied to such redemption; provided, however, the remaining Series 2024 Bonds left Outstanding must be in Authorized Denominations.

Notice of Redemption. Notice of redemption of the Series 2024 Bonds shall be given by first class mail, or otherwise in accordance with the procedures of DTC, not less than fifteen (15) nor more than thirty (30) days before the redemption date, to the registered Owners of any Series 2024 Bonds or portions of Series 2024 Bonds which are to be redeemed, at their last addresses, if any, appearing upon the registry books, in the form described in Article III of the Indenture.

THIS BOND, AND THE SERIES 2024 BONDS OF WHICH IT IS A PART, SHALL CONSTITUTE LIMITED NON-RECOURSE OBLIGATIONS OF THE CITY AND THE PRINCIPAL, REDEMPTION PRICE, IF ANY, OF AND INTEREST ON THE SERIES 2024 BONDS ARE PAYABLE BY THE CITY SOLELY FROM THE TRUST ESTATE, AND NEITHER THE CITY, THE STATE OF NEW JERSEY NOR ANY POLITICAL SUBDIVISION THEREOF, OTHER THAN THE CITY (BUT SOLELY TO THE EXTENT OF THE TRUST ESTATE), IS OBLIGATED TO PAY THE PRINCIPAL, REDEMPTION PRICE, IF ANY, OF OR INTEREST ON THE BONDS, AND NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY, THE STATE OF NEW JERSEY OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL, REDEMPTION PRICE, IF ANY, OF OR INTEREST ON THE SERIES 2024 BONDS.

No recourse shall be had for the payment of the principal of or interest on this bond against any member or other officer of the City or any person executing this bond, all such liability, if any, being hereby expressly waived and released by every registered owner of this bond by the acceptance hereof and as a part of the consideration hereof, as provided in the Indenture.

It is hereby certified, recited and declared that all conditions, acts and things required by the Constitution and statutes of the State of New Jersey to exist, to have happened and to have been performed precedent to and in the issuance of this bond, do exist, have happened and have been performed in due time, form and manner as required by law, and that the issuance of the Series 2024 Bonds together with all other indebtedness of the City, does not exceed or violate any Constitutional or statutory limitation upon the amount of bonded indebtedness prescribed by law for the City.

This bond shall not be entitled to any benefit under the Indenture or be valid or become obligatory for any purpose until this bond shall have been authenticated by the execution by the Trustee, or by any authenticating agent of the Trustee approved by the City of the Certificate of Authentication hereon.

IN WITNESS WHEREOF, THE CITY OF ASBURY PARK has issued this bond and has caused the same to be executed in its name by the manual or facsimile signature of its Mayor, Deputy Mayor or City Manager and its corporate seal (or a facsimile thereof) to be affixed, imprinted, engraved or otherwise reproduced hereon and attested by the manual or facsimile signature of its Clerk or Deputy Clerk, as of the Date of Original Issue stated above.

(SEAL)

ATTEST:

CITY OF ASBURY PARK

Lisa Esposito, Clerk

By: _____
John B. Moor, Mayor

CERTIFICATE OF AUTHENTICATION

This bond is one of the Series 2024 Bonds described in the within mentioned Indenture.

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Trustee

By: _____
Paul O'Brien
Vice President

Date of Authentication: _____, 2024

ASSIGNMENT

FOR VALUE RECEIVED, _____ hereby sells, assigns and transfers unto _____ the within bond issued by the City of Asbury Park, New Jersey, and all rights thereunder, hereby irrevocably appointing _____ attorney to transfer said bond on the bond register, with full power of substitution in the premises.

Dated: _____

Note: The Assignor's signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular without alteration or any change whatever.

228592711 v2



Individual Resolutions
Meeting of the Municipal Council
Wednesday, March 27, 2024
RESOLUTION SUMMARY

2024-186

Revising beach closure dates for 2024 Beach Season.



RESOLUTION NO. 2024-186

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

RESOLUTION AMENDING RESOLUTION 2024-141, WHICH WAS ADOPTED ON FEBRUARY 28, 2024, ESTABLISHING FEES AND REGULATIONS FOR THE 2024 BEACH SEASON

WHEREAS, the Mayor and Council of the City of Asbury Park (the “City”) adopted Resolution No. 2024-141 on February 28, 2024, establishing fees and regulations for the 2024 beach season; and

WHEREAS, the Mayor and Council now wish to revise Resolution No. 2024-141, in certain limited respects, as set forth herein.

NOW, THEREFORE, BE IT RESOLVED BY the City Council of the City of Asbury Park (the “City”) that Resolution No. 2024-141 is hereby amended to revise the dates for the closing of the beaches to the general public and residents of the City of Asbury Park during the 2024 beach season, between the hours of 9AM and 5PM Monday through Friday and 9AM and 6PM weekends and holidays, as follows (additions are shown with underline; deletions are shown with ~~strikethrough~~):

1. All City Beaches from the Ocean Grove border to the Loch Arbour border shall be closed these weekends and holidays ONLY: May 25th, May 26th, May 27th, June 1st, June 2nd, June 8th, and June 9th, ~~June 15th and June 16th~~ 2024.
2. All City Beaches from the Ocean Grove border northward to the Loch Arbour border shall be closed continuously from June ~~22nd~~ 15th ~~thru~~ through September 2nd, 2024.
3. The Beach between the two northern jetties opposite Deal Lake Drive and Eighth Avenue shall be closed May 25th, 26th, 27th, June 1st, June 2nd, June 8th, and June 9th, ~~June 15th and June 16th~~ and continuously from June ~~22nd~~ 15th through September 2nd, 2024 for the purpose of surfing only.

BE IT FURTHER RESOLVED that the remainder of Resolution 2024-141 shall remain unchanged and in full force and effect governing the 2024 beach season.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-186 which was finally adopted by the City Council at a meeting held on the 27th day of March, 2024

CERTIFIED BY ME THIS 28th DAY OF March, 2024.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, March 27, 2024
RESOLUTION SUMMARY

2024-187

The Saint Liquor License Renewal for the 2022-2023 term.



RESOLUTION NO. 2024-187

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

RESOLUTION APPROVING 2022-2023 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR ASBURY MUSIC COMPANY, INC. IN THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, NEW JERSEY

WHEREAS, an application has heretofore been filed with the City Clerk to renew Alcoholic Beverage License control license 1303-33-009-007 Asbury Music Company, Inc d/b/a/ The Saint;
and

WHEREAS, the Chief of Police has reviewed said application and recommends renewal without reservation; and

WHEREAS, the application appears to be in proper form, has paid renewal fees to City of Asbury Park and the Division of ABC and subject to review and approval by the Division of Alcoholic Beverage Control.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park in the County of Monmouth and State of New Jersey, that the following Alcoholic Beverage License in the City of Asbury Park for the period from July 1, 2022 until June 30, 2023, is hereby renewed:

1303-33-009-007- Asbury Music Company, Inc. 601 Main Street, Asbury Park, NJ

BE IT FURTHER RESOLVED that the City Clerk shall sign and deliver each license to the licensee designated.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-187 which was finally adopted by the City Council at a meeting held on the 27th day of March, 2024

CERTIFIED BY ME THIS 28th DAY OF March, 2024.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, March 27, 2024
RESOLUTION SUMMARY

2024-188

The Saint Liquor License Renewal for the 2023-2024 term.



RESOLUTION NO. 2024-188

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

RESOLUTION APPROVING 2023-2024 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR ASBURY MUSIC COMPANY, INC. IN THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, NEW JERSEY

WHEREAS, an application has heretofore been filed with the City Clerk to renew Alcoholic Beverage License control license 1303-33-009-007 Asbury Music Company, Inc d/b/a/ The Saint;
and

WHEREAS, the Chief of Police has reviewed said application and recommends renewal without reservation; and

WHEREAS, the application appears to be in proper form, has paid renewal fees to City of Asbury Park and the Division of ABC and subject to review and approval by the Division of Alcoholic Beverage Control.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park in the County of Monmouth and State of New Jersey, that the following Alcoholic Beverage License in the City of Asbury Park for the period from July 1, 2023 until June 30, 2024, is hereby renewed:

1303-33-009-007- Asbury Music Company, Inc. 601 Main Street, Asbury Park, NJ

BE IT FURTHER RESOLVED that the City Clerk shall sign and deliver each license to the licensee designated.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-188 which was finally adopted by the City Council at a meeting held on the 27th day of March, 2024

CERTIFIED BY ME THIS 28th DAY OF March, 2024.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, March 27, 2024
RESOLUTION SUMMARY

2024-189

Place to Place Liquor License Transfer (Expansion of Premises) McLoones Asbury Park, LLC located at 1200 Ocean Avenue. Expanding from currently licensed 1st and 2nd floors to a 3rd floor space.



RESOLUTION NO. 2024-189

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

RESOLUTION TO APPROVE PLACE TO PLACE LIQUOR LICENSE TRANSFER (EXPANSION OF PREMISE) FOR MCLOONES ASBURY PARK, LLC -D/B/A/ THE ROBINSON ALE HOUSE/SUPPER CLUB/IRON WHALE RESTAURANT

WHEREAS, an application has been filed for a Place-to-Place Transfer (Expansion of Premise) of Plenary Consumption License Number 1303-33-056-008, McLoones Asbury Park, LLC -d/b/a/ The Robinson Ale House/Supper Club/Iron Whale Restaurant located at 1200 Ocean Avenue in the City of Asbury Park, New Jersey; and for purposes of expanding the premises under license wherein the sale, of alcoholic beverages are authorized;

WHEREAS, the submitted application form is complete in all respects, the transfer fees have been paid, and the license has been properly renewed for the current license term; and

WHEREAS, the applicant is qualified to be licensed according to all standards established by Title 33 of the New Jersey Statutes, regulations promulgated thereunder, as well as pertinent local ordinances and conditions consistent with Title 33; and

WHEREAS, the applicant has disclosed and the issuing authority reviewed the source of all funds used in the purchase of the license and the licensed business and all additional financing obtained in connection with the license business.

NOW, THEREFORE BE IT RESOLVED that the City of Asbury Park City Council does hereby approve, effective March 27, 2024, the place-to-place transfer (expansion of premise) of the aforesaid Consumption License at the location of 1200 Ocean Avenue.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-189 which was finally adopted by the City Council at a meeting held on the 27th day of March, 2024

CERTIFIED BY ME THIS 28th DAY OF March, 2024.

LISA ESPOSITO
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2024-8**

**ORDINANCE AMENDING CHAPTER 7 SECTIONS 13 AND 14 TO ESTABLISH
PROHIBITING PARKING REGULATIONS ALONG EMORY STREET AND SECOND
AVENUE**

WHEREAS, the City of Asbury Park (the “City”) has previously established certain traffic regulations within the City; and

WHEREAS, the previous regulations as referenced above shall be collectively referenced herein as the “prior traffic regulations”; and

WHEREAS, since adoption of the prior regulations, the parking conditions have been evaluated by the City’s Parking Committee on a continuous basis; and

WHEREAS, the proposed new regulations are set forth in the within Ordinance; and

WHEREAS, it is the intention of the Mayor and Council that the revisions set forth herein shall amend and supplement the Traffic Control Regulations contained within the Chapter VII, entitled “Traffic,” of the “Code of the City of Asbury Park, New Jersey,” accordingly.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, that the amended traffic regulations are hereby approved and adopted for use within the City of Asbury Park, and that Chapter VII, entitled “Traffic,” of the “Code of the City of Asbury Park, New Jersey,” is hereby amended as follows:

7-13 PARKING PROHIBITED AT ALL TIMES ON CERTAIN STREETS.

[2000 Code § 7-13; Ord. No. 2121 § 1; Ord. No. 2185 § 1; Ord. No. 2320 § 1; Ord. No. 2368; Ord. No. 2449 § 1; Ord. No. 2460 § 1; Ord. No. 2476 § 1; Ord. No. 2517; Ord. No. 2665; Ord. No. 2015--28; Ord. No. 2017-42; Ord. No. 2018-38]

No person shall park a vehicle at any time upon any streets or parts thereof described, except where other parking regulations have been provided for.

<i>Name of Street</i>	<i>Sides</i>	<i>Location</i>
Second Avenue	a. south	Beginning 25 feet west of the southwest corner of the intersection of Second

		Avenue and Memorial Drive and extending 50 feet westerly therefrom.
--	--	---

§ 7-14PARKING PROHIBITED DURING CERTAIN HOURS ON CERTAIN STREETS.

[2000 Code § 7-14; Ord. No. 1197 § 1; Ord. No. 2012 § 1; Ord. No. 2062 § 1; Ord. No. 2243 § 1; Ord. No. 2253 § 1; Ord. No. 2299 § 1; Ord. No. 2320 § 1; Ord. No. 2342 § 1; Ord. No. 3057; Ord. No. 3058; Ord. No. 2018-19; Ord. No. 2018-28; amended 5-8-2019 by Ord. No. 2019-18; 3-25-2020 by Ord. No. 2020-4; 4-22-2020 by Ord. No. 2020-5; 4-28-2021 by Ord. No. 2021-11; 12-8-2021 by Ord. No. 2021-38]

Parking Prohibited During Certain Hours on Certain Streets

Sundays

Name of Street	Sides	Hours	Location
Emory Street	Both	7:00 a.m. to 2:00 p.m. May 1 through November 1	Between Lake Avenue and Cookman Avenue

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2024-8 which was finally adopted by the City Council at a meeting held on the 27th day of March, 2024

LISA ESPOSITO
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2024-6**

**ORDINANCE OF THE CITY OF ASBURY PARK AMENDING AND
SUPPLEMENTING CHAPTER XXX, ENTITLED “LAND DEVELOPMENT
REGULATIONS,” OF THE “CODE OF THE CITY OF ASBURY PARK,” AS WELL AS
THE REDEVELOPMENT PLANS FOR THE SCATTERED SITE, S.T.A.R.S. AND
WASHINGTON AVENUE REDEVELOPMENT AREAS, REGARDING ACCESSORY
DWELLING UNITS.**

WHEREAS, the Mayor and Council of the City of Asbury Park (the “City”) are committed to the creation and provision of affordable housing; and

WHEREAS, the Mayor and Council believe that the adoption of an Ordinance to permit and regulate “accessory dwelling units” within certain designated areas of the City, including certain redevelopment areas, represents an opportunity to foster the creation of new affordable housing units through properties which are already developed with existing housing units; and

WHEREAS, in order to minimize potential negative effects associated with “accessory dwelling units,” and to ensure adequate oversight thereof, the Mayor and Council wish to establish certain regulations which shall govern “accessory dwelling units,” including land use requirements and the necessity to obtain an annual certificate; and

WHEREAS, the Mayor and Council believe that the within regulations shall further the health, safety and welfare of the public.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, that Chapter XXX, entitled “Land Development Regulations,” of the “Code of the City of Asbury Park, New Jersey,” is hereby amended and supplemented in the following respects (additions are shown with underline; deletions are shown with ~~strikethrough~~):

§ 30-15. DEFINITIONS.

ACCESSORY DWELLING UNIT (ADU)

Shall mean an additional dwelling unit that:

- a. Is within a building and is incidental and subordinate to a lawful/permitted principal building containing no more than two lawful/permitted principal residential units and is on the same tax lot;

- b. Is located on the same tax lot as a permitted principal building containing a lawful/permitted principal residential use;
- c. Has no cooking facilities, food preparation facilities, and sanitary facilities in common with the principal use;
- d. Has a separate unit entrance that is not shared with another residence; and
- e. May also be referred to as an accessory apartment, alley flat, back house, backyard bungalow, carriage house, coach house, garage apartment, granny flat, guest house or cottage, in-law suite, laneway house, mother-daughter house, multigenerational house, ohana unit, secondary dwelling unit, and/or sidekick, so long as the unit is compliant with the provisions of this ordinance and other relevant ordinances of the City of Asbury Park.

DWELLING, MULTI-FAMILY

Shall mean a building containing more than two (2) dwelling units; an accessory dwelling unit, as defined by this chapter, shall not be included in the calculation of the number of units for the purpose of determining whether a dwelling is defined as “multi-family”.

DWELLING, TWO-FAMILY

Shall mean a building containing two (2) dwelling units; an accessory dwelling unit, as defined by this chapter, shall not be included in the calculation of the number of units for the purpose of determining whether a dwelling is defined as “two-family”.

§ 30-68.3. Height Regulations.

- c. Accessory Structures:
 - 1. In all commercial and industrial districts, the height of accessory structures shall be limited to the height of the principal structure.
 - 2. In all residential districts, with the exception of an accessory dwelling unit, the height of accessory structures shall not exceed 15 feet.
 - 3. The height limit of the structure containing a newly constructed accessory dwelling unit (as defined by Section 30-15) within permitted zones shall be 20 feet.

§ 30-70.3. (R1) - Single Family Residential Zone.

- b. Permitted Accessory Uses.
 - 1. Garages.
 - 2. Personal recreational facilities such as swimming pools, basketball hoops,

etc., subject to the requirements of this chapter.

3. Driveways for the parking of personal vehicles, subject to the provisions of this chapter.
4. Any other structure which is clearly incidental to the principal residential use of the premises.
5. Minor home occupations.
6. Accessory dwelling units.

§ 30-70.5. (R2) - One and Two Family Residential Zone.

b. Permitted Accessory Uses.

1. Garages.
2. Personal recreational facilities such as swimming pools, basketball hoops, etc., subject to the requirements of this chapter.
3. Driveways for the parking of personal vehicles, subject to the provisions of this chapter.
4. Any other structure which is clearly incidental to the principal residential use of the premises.
5. Off-street parking facilities as required by this chapter and used exclusively by the occupants of a permitted residential use.
6. Minor home occupations.
7. Accessory dwelling units.

§ 30-70.6. (R3) - Multifamily Residential Zone.

b. Permitted Accessory Uses.

1. Garages.
2. Personal recreational facilities such as swimming pools, basketball hoops, etc., subject to the requirements of this chapter.
3. Driveways for the parking of personal vehicles, subject to the provisions of this chapter.

4. Any other structure which is clearly incidental to the principal residential use of the premises.
5. Minor home occupations.
6. Accessory dwelling units that are incidental and subordinate to one-and two-family homes.

§ 30-71.5 (B) Business District.

c. Permitted Accessory Uses.

5. Accessory Dwelling units that are incidental and subordinate to lawfully-created one- and two- family homes. Residential lots with ADUs shall follow bulk standards for the R-1 District.

§ 30-75.1. Accessory Structures in All Zones.

Accessory structures not attached to a principal structure may be erected in a side or rear yard in accordance with the following regulations:

- a. No accessory structures shall be constructed closer than five (5) feet to any side property line.
- b. In the R1 and R2 Zones, accessory structures may be erected in the rear yard not closer than five (5) feet to the side lot line and three (3) feet to the rear lot line.
- c. Except where otherwise specifically permitted by this chapter, accessory structures in multifamily and nonresidential zones shall meet the setback requirements of the principal building.
- d. Except for a registered ADU, no portion of any accessory structure shall be used for living quarters for people.
- e. When an accessory structure is attached to the principal building it shall be considered as a part of the principal building and it shall comply in all respects with the requirements of this chapter applicable to the principal structure.
- f. With the exception of uncovered decks and pools, accessory structures shall be included in meeting the maximum building and impervious coverage requirements in Schedule 1.
- g. Existing lots in the R1 and R2 District, which contain a single or two-family dwelling, and which do not contain an attached or detached garage, are permitted to construct one accessory building of not more than 100 square feet in area which shall be exempt

from the district requirements for building coverage and lot coverage. Such accessory building shall comply with any other applicable bulk or spatial requirements of this chapter. This requirement is not applicable to the creation of an accessory dwelling unit, which is subject to building and lot coverage requirements.

- h. No accessory use is permitted in the front yard.

§ 30-75.4. Accessory Dwelling Units.

Accessory dwelling units (ADU) shall be allowed in their permitted zones per this chapter subject to the following:

- a. There shall be no more than one ADU per lot.
- b. The ADU shall be a permanent structure.
- c. The lot with the ADU shall not be subdivided to separate the principal structure from the ADU.
- d. For ADUs that are located within a new structure or that require the expansion of the footprint and/or height of an existing accessory structure, the floor area and building coverage of the ADU shall not exceed that of the principal use and structure.
- e. The ADU shall have a minimum of two rooms, one of which shall be a bathroom.
- f. The ADU shall have facilities for cooking, preparing food, and sanitation that are independent of any other dwelling or dwelling unit.
- g. Refuse shall not be stored in the front yard.
- h. The ADU shall not result in the elimination or reduction of space dedicated to the required parking of the principal use/building.
- i. All rooms of the ADU shall be accessible from within the unit.
- j. The ADU shall have its own entrance, which is not shared with any other dwelling unit.
- k. Access stairs and landings, decks, and porches associated with the ADU shall face toward the interior or the front of the lot upon which it is situated and shall not be oriented towards the nearest side and rear yards. Balconies and other upper story outdoor living spaces are not permitted on a building containing an ADU.
- l. An ADU shall not be built between the principal building and a street or the front property line of the lot upon which it is situated. It shall be constructed in the rear yard

area.

- m. For new construction of an ADU, the ADU shall comply with the bulk requirements that control the location of a garage structure of the zoning district in which is it located; however, the maximum permitted building height of an ADU is 20 feet in all districts.
- n. A minimum of one (1) parking space is required for the ADU; this space may be allocated from within an existing driveway with approval by the Planning and Redevelopment Department.
- o. An additional curb cut on a street may not be constructed to service the ADU when one already exists. An additional curb cut may be constructed on an alley.
- p. The ADU shall adhere to the Community Design Regulations for buildings (Section 30- 64).
- q. Prior to the issuance of a construction permit and/or zoning permit for an ADU, the applicant must submit a survey, plot plan and architectural plans which depict in detail the size, location, and appearance of the proposed ADU building, along with utility connections and parking space allocation.
- r. For the issuance of a zoning compliance certificate for the continuation of the use of an existing ADU, the zoning officer shall have the discretion to waive the submission of the supporting documents of a survey, plot plan and architectural plans where the applicant can demonstrate that no changes have occurred since the initial submission of the original documents.
- s. None of the residential units on the lot upon which the ADU is located shall be eligible to receive a short- term rental certificate pursuant to Section 13-1300 of the City Code.
- t. ADU Registration
 - 1. In order to establish and maintain an ADU, the property owner must apply for and receive a certificate that is issued by the Department of Code Enforcement or their designee pursuant to Section 13-1400 of the City Code.
 - 2. Before an ADU certificate can be issued, the property owner must obtain a zoning permit or zoning compliance certificate, as applicable, from the zoning officer.
- u. Properties containing lawfully-preexisting, non-conforming multifamily uses are not eligible for the construction of a new ADU. Conforming and non-conforming two-family uses where both units are in the principal building are permitted to have an ADU in a separate structure if they can meet the requirements for ADUs.

v. Bonuses.

In order to encourage both affordability and accessibility to ADU's, the following bonus provisions are available to developers of ADUs:

1. Accessibility Bonus: Increased building coverage for accessible design.
 - (a) If the ADU conforms to the New Jersey Barrier Free Code:
 - (1) The property may exceed the permitted building coverage by an additional 5%.
 - (2) The ADU shall have the following fees waived:
 - (i) COAH Residential Development Fees.
2. Affordability Bonuses: Increased building coverage, waiver of fees, elimination of off-street parking requirements and development grants for the creation of ADUs that are deed restricted to low-or moderate-income households.
 - (a) An ADU is eligible for bonuses if the following requirements are met:
 - (1) Compliance with the applicable affordable housing requirements for accessory apartments in Chapters 30 & 31 of the Asbury Park Code, as well as the Uniform Housing Affordability Control Rules, N.J.A.C. 5:80-26.1 and the Fair Housing Act, N.J.S.A. 52:27D. This shall include but not be limited to affirmative marketing, maximum rent, and annual increases in rent.
 - (2) A deed restriction for affordable housing, as defined and regulated by Chapters 30 & 31, for a minimum of ten (10) years.
 - (b) Where an ADU meets the affordability requirements listed in Section 30- 75.4v2(a)(1) above, the lot shall be eligible for the following bonuses:
 - (1) The owner of the property shall not be required to occupy the property.
 - (2) The property may exceed the permitted building coverage by an additional 5%; this may be combined with the accessibility bonus for a total additional coverage of 10%.
 - (3) There is no parking requirement for the ADU.
 - (4) The ADU shall be have the following fees waived:

(i) COAH Residential Development Fees.

(ii) Sanitary Sewer Fees.

(iii) Zoning Permit Fee.

(5) Grant bonus.

(i) The City shall appropriate funds in its annual budget to provide one-time grants to assist with the construction of affordable ADUs that are deed restricted for a minimum of ten (10) years as follows:

A. \$20,000 per moderate income unit.

B. \$30,000 per low income unit.

C. \$35,000 per very low income unit.

(ii) Process.

A. Interested property owners will be able to secure information and application packages from the City's designee to manage the ADU program.

B. Interested applicants shall submit complete an application to the City.

C. The City will review the application for completeness and, if deemed complete, determine that the applicant has signed a binding contract stating their willingness to rent the ADU to a household that qualifies for moderate or low-income housing.

D. Recommendations for funding shall be sent by the City to the City Clerk for inclusion on the agenda for the City Council. If all program criteria and zoning requirements have been met and certified by the Zoning Officer in writing, the Council shall approve the funding of the ADU from funds allocated for the program when available and shall authorize the City Attorney to prepare an ADU grant agreement and affordability deed restriction.

E. Funding will be provided to the approved ADU as follows:

- i. Twenty-five percent (25%) will be provided once the deed restriction is recorded.
- ii. Twenty-five percent (25%) will be provided at the issuance of the first construction permit.
- iii. Twenty-five percent (25%) will be provided at the issuance of the certificate of occupancy.
- iv. Twenty-five percent (25%) will be provided when the lease is executed with the initial prospective tenant.

F. Before a construction permit and a certificate of occupancy may be issued:

- i. The applicant shall have entered into an agreement with the City per Section 30-75.4v2(b)(5)(ii)(D) above to the effect that the proposed ADU shall be constructed, occupied, and maintained in a manner that complies with all of the requirements of the New Jersey Council on Affordable Housing, including the following: the minimum ten (10) year length of affordable housing deed restriction; the necessity of affirmatively marketing the unit; the basis for calculating the maximum permitted rent and all incremental increases in the permissible rent; the method and timing of payments and subsidies by the City; and any other relevant matters consistent with the intent and purpose of this section and the affordable housing program in general.
- ii. The applicant is required to contract with the municipality's Affordable Housing Administrative Agent or other designee approved by The City.

- iii. . All necessary agreements shall be signed by the applicant and the designee of the City.
- iv. . The deed restriction for the minimum ten- year affordability control shall be filed and recorded with the County Clerk.

- G. All subsidy monies shall be refunded to the City should the affordable ADU not be occupied by a qualified tenant within one year of granting the subsidy. Additionally, should the affordable ADU not be produced or rented to a qualified household, or if the property owner violates any requirements of the deed restriction during its term, then the subsidy shall be returned to the City and deposited in the Housing Trust Fund.
- H. The City shall establish a tracking database of all permitted and recorded ADUs using data provided by the certificate program.

§ 30-110.3. Scattered Site Redevelopment Area.

Ordinance No. 2637 adopted 5-7-2003. An ordinance approving a Redevelopment Plan for the Scattered Site Redevelopment Area pursuant to the New Jersey Local Redevelopment and Housing Law.

Ordinance No. 2668 adopted 12-3-2003. An ordinance approving a redevelopment plan for the Scattered Site Redevelopment Area.

Ordinance No. 2676 adopted 3-17-2004. An ordinance adopting an amendment to the Scattered Sites Redevelopment Plan at 603 First Avenue.

Ordinance No. 2775 adopted 5-3-2006. An ordinance approving and adopting an amendment to the Scattered Site Redevelopment Plan, Phase 1A, 408 Third Avenue.

Ordinance No. 2869 adopted 5-7-2008. An ordinance amending Phase 1A of the Scattered Site Redevelopment Plan relating to the former Metropolitan Hotel Site, located at 309 Asbury Avenue (Block 147, Lot 1).

Ordinance No. 3012 adopted 4-18-2012. An ordinance amending the Scattered Site Redevelopment Plan, Phase 1A, relating to the property located at 408 Third Avenue.

Ordinance No. 3014 adopted 5-2-2012. An amending the Scattered Site Redevelopment Plan, Phase 1A, relating to the property located at 309 Asbury Avenue.

Ordinance No. 2017-38 adopted 10-25-2017. Allows certain property to be used as an accessory parking lot to service philanthropic use of another site.

Ordinance No. 2019-46 adopted 11-26-2019. Amends map and removes Block 3202, Lot 9 (formerly Block 141, Lot 3).

Ordinance No. _____ adopted - -2024. Ordinance of the City of Asbury Park amending and supplementing Chapter XXX, entitled "Land Development Regulations," of the "Code of the City of Asbury Park," as well as the Redevelopment Plans for the Scattered Site, S.T.A.R.S. and Washington Avenue Redevelopment Areas, regarding Accessory Dwelling Units.

§ 30-110.5. S.T.A.R.S. Redevelopment Plan.

(Strategic Target Area Rebuilding Spirit (STARS))

Ordinance No. 2548 adopted 7-5-2000. An ordinance creating the STARS Redevelopment Plan.

Ordinance No. 2609 adopted 7-17-2002. An ordinance adopting an amendment an amendment to Strategic Target Area Rebuilding Spirit (S.T.A.R.S.) Redevelopment Plan.

Ordinance No. 2814 adopted 1-17-2007. An ordinance amending the Strategic Target Area Rebuilding Spirit (STARS) Redevelopment Plan, relating to the properties located at 1406-1422 Springwood Avenue (Block 96, Lots 1 through 3 and Lots 42 through 45).

Ordinance No. 2861 adopted 2-6-2008. An ordinance amending the Strategic Target Area Rebuilding Spirit (STARS) Redevelopment Plan - Borden Avenue.

Ordinance No. 2885 adopted 11-12-2008. An ordinance amending the Strategic Target Area Rebuilding Spirit (STARS) Redevelopment Plan, relating to the properties located in Blocks 98, 99 and 100 (area bounded by Borden Avenue, Springwood Avenue, Avenue "A," Atkins Avenue and the Neptune Township border).

Ordinance No. 2020-22 adopted 9-9-2020. Amends the STARS Redevelopment Plan.

Ordinance No. _____ adopted - -2024. Ordinance of the City of Asbury Park amending and supplementing Chapter XXX, entitled "Land Development Regulations," of the "Code of the City of Asbury Park," as well as the Redevelopment Plans for the Scattered Site, S.T.A.R.S. and Washington Avenue Redevelopment Areas, regarding Accessory Dwelling Units.

§ 30-110.6. Washington Avenue Redevelopment Plan.

Ordinance No. 2555 adopted 12-6-2000. An ordinance authorizing the City Planning Board to prepare a Redevelopment Plan for the "Washington Avenue" Area.

Ordinance No. 2948 adopted 9-1-2010. An ordinance adopting the Washington Avenue Redevelopment Plan relating to the Washington Avenue Redevelopment Area.

Ordinance No. _____ adopted - -2024. Ordinance of the City of Asbury Park amending and supplementing Chapter XXX, entitled “Land Development Regulations,” of the “Code of the City of Asbury Park,” as well as the Redevelopment Plans for the Scattered Site, S.T.A.R.S. and Washington Avenue Redevelopment Areas, regarding Accessory Dwelling Units.

BE IT FURTHER ORDAINED, that the Scattered Site Redevelopment Plan, the S.T.A.R.S. Redevelopment Plan, and the Washington Avenue Redevelopment Plan are hereby amended and supplemented in order to incorporate the requirements set forth in the within Ordinance regarding Accessory Dwelling Units.

BE IT FURTHER ORDAINED, that the Scattered Site Redevelopment Plan, the S.T.A.R.S. Redevelopment Plan, and the Washington Avenue Redevelopment Plan are hereby also amended and supplemented in order to incorporate the requirements set forth in Ordinance No. 2024-XXX, entitled “Ordinance of the City of Asbury Park Amending and Supplementing Chapter XIII, Entitled “Property Improvement and Neighborhood Preservation - Property Maintenance Code,” of the “Code of the City of Asbury Park,” in Order to Establish a New Section Thereof, Entitled “Accessory Dwelling Units (ADUs).”

BE IT FURTHER ORDAINED, that all other provisions of Chapter 30 of the City Code which are not referenced in this Ordinance shall remain unaffected/unchanged and remain in full force and effect.

BE IT FURTHER ORDAINED, that all other provisions of the the Scattered Site Redevelopment Plan, the S.T.A.R.S. Redevelopment Plan, and the Washington Avenue Redevelopment Plan which are not referenced in this Ordinance shall remain unaffected/unchanged and remain in full force and effect.

BE IT FURTHER ORDAINED, that 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.

BE IT FURTHER ORDAINED, that the provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.

BE IT FURTHER ORDAINED, that this Ordinance shall take effect upon final passage and publication in accordance with the law, following the required twenty (20) day period after adoption, as set forth in N.J.S.A. 40:69A-181(b).

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO.

2024-6 which was finally adopted by the City Council at a meeting held on the 27th day of March, 2024

LISA ESPOSITO
CITY CLERK

**RESOLUTION
CITY OF ASBURY PARK PLANNING BOARD**

WHEREAS, the City Council of the City of Asbury Park authorized the Planning Board by Resolution No. 2023-445, dated September 27, 2023, to undertake a review of a proposed amendments to the City Land Development Ordinance, Chapter XXX, relating to allowing Accessory Dwelling Units (ADU's) in the R-1, R-2, R-3, B Zones and the S.T.A.R.S. and Washington Avenue Redevelopment Areas, which proposed amendments are annexed hereto and made a part hereof; and

WHEREAS, the Municipal Land Use Act, NJSA 40:55D-26a & 64, requires that the Planning Board prepare and transmit a report back to the Governing Body; and

WHEREAS, said statute does further require that the report of the Planning Board shall include an identification of any provision or provisions set forth in the proposed ordinance amendments which is or are inconsistent with the City Master Plan and contain recommendations concerning those inconsistencies and any other matters as the Board deems appropriate; and

WHEREAS, the Board conducted a Public Hearing on the proposed amendments on January 22, 2024; and

WHEREAS, the Board received a report and commentary from the Director of City Planning and Redevelopment, Michele Alonso; and

WHEREAS, based upon the foregoing the Board hereby makes the following recommendations to the Mayor and City Council pursuant to the requirements of the statute first referred above:

1. The term of any ADU rental should be a minimum of one (1) year
2. Any financial bonuses offered to the property owner are required to be used towards the construction of the proposed ADU.
3. Application of sustainability standards are recommended for lots containing ADU's.
4. The Board recommends that one (1) unit at the property be occupied by the property owner(s); either a unit in the principal structure or the ADU.
5. It is recommended that the ADU be located behind the principal structure in the rear yard area.
6. The bulk standards for a lot within the B District containing an ADU should be the same as the bulk standards for a lot within the R-1 Zone or District.

NOW, THEREFORE BE IT RESOLVED, by the Planning Board of the City of Asbury Park that it hereby adopts foregoing recommendations; and

BE IT FURTHER RESOLVED that the Board hereby directs its Secretary to transmit this Resolution containing the above-mentioned recommendations to the Clerk of the City of Asbury Park pursuant to the Statute first mentioned above forthwith for consideration by the Mayor and Council of the City of Asbury Park.

Barbara Krzak offered a motion to approve the adoption of the foregoing Resolution, which motion was duly seconded by Jim Henry at the meeting held on January 22, 2024.

The written memorialization of the Resolution was adopted at the February 5, 2024, Board meeting based on the following roll call vote:

	Ayes:	Nays:	Abstain:
Jim Henry	Y		
Yvonne Clayton	Y		
Jennifer Souder	Y		
Eric Galipo	Y		
James Bonanno	Y		
Michael Goonan	Y		
Barbara Krzak	Y		

February 5, 2024.



Marie Rodrigues, Board Secretary

I certify this to be a true copy of the Resolution adopted by the City of Asbury Park Planning Board on February 5, 2024.



Marie Rodrigues, Board Secretary



**Asbury Park, New Jersey
ORDINANCE NO. 2024-7**

**ORDINANCE OF THE CITY OF ASBURY PARK AMENDING AND
SUPPLEMENTING CHAPTER XIII, ENTITLED “PROPERTY IMPROVEMENT AND
NEIGHBORHOOD PRESERVATION - PROPERTY MAINTENANCE CODE,” OF THE
“CODE OF THE CITY OF ASBURY PARK,” IN ORDER TO ESTABLISH A NEW
SECTION THEREOF, ENTITLED “ACCESSORY DWELLING UNITS (ADUS)”.**

WHEREAS, the Mayor and Council of the City of Asbury Park (the “City”) are committed to the creation and provision of affordable housing; and

WHEREAS, the Mayor and Council believe that the adoption of an Ordinance to permit and regulate “accessory dwelling units” within certain designated areas of the City represents an opportunity to foster the creation of new affordable housing units through properties which are already developed with existing housing units; and

WHEREAS, in order to minimize potential negative effects associated with “accessory dwelling units,” and to ensure adequate oversight thereof, the Mayor and Council wish to establish certain regulations which shall govern “accessory dwelling units,” including land use requirements and the necessity to obtain an annual certificate; and

WHEREAS, the Mayor and Council believe that the within regulations shall further the health, safety and welfare of the public.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, that Chapter XIII, entitled “Property Improvement and Neighborhood Preservation - Property Maintenance Code,” of the “Code of the City of Asbury Park, New Jersey,” is hereby amended and supplemented in order to establish a new Section thereof, entitled “Accessory Dwelling Units (ADUs)” as follows (additions are show with underline):

Chapter 13. Property Improvement and Neighborhood Preservation - Property Maintenance Code

Article 13-1400. ACCESSORY DWELLING UNITS (ADUs)

§ 13-1400.1. Purpose.

The purpose of this ordinance is to regulate Accessory Dwelling Units (ADUs), ensure their safe occupancy, maintain a record of ADUs, and ensure that they comply with all other regulations and ordinances of the City of Asbury Park.

§ 13-1400.2. Definitions.

ACCESSORY DWELLING UNIT (ADU)

Shall mean an additional dwelling unit that:

- a. Is within a building and is incidental and subordinate to a lawful/permitted principal building containing no more than two lawful/permitted principal residential units and is on the same tax lot;
- b. Is located on the same tax lot as a permitted principal building containing a lawful/permitted principal residential use;
- c. Has no cooking facilities, food preparation facilities, and sanitary facilities in common with the principal use;
- d. Has a separate unit entrance that is not shared with another residence; and
- e. May also be referred to as an accessory apartment, alley flat, back house, backyard bungalow, carriage house, coach house, garage apartment, granny flat, guest house or cottage, in-law suite, laneway house, mother-daughter house, multigenerational house, ohana unit, secondary dwelling unit, and/or sidekick so long as the unit is compliant with the provisions of this ordinance and other relevant ordinances of the City of Asbury Park.

OWNER

Shall mean an individual or entity holding title to a property proposed for an accessory dwelling unit, by way of a legally recorded Deed.

OWNER-OCCUPIED

Shall mean the owner of the property resides at the Accessory Dwelling Unit property (also referenced as "ADU property"), or in the principal residential unit with which the ADU is associated on the same lot, and identifies same as his or her principal residence as that term is defined in this Section. For purposes of this Section, if the owner of the property is an entity other than an individual or individuals, then at least one principal or member of the owner entity must reside in the ADU property, and identify same as his or her principal residence as that term is defined in this Section.

PRINCIPAL RESIDENCE

shall mean the address: (1) where at least one of the property owners spends the majority of his or her non-working time, and (2) which is most clearly the center of his or her domestic life, and (3) which is identified on his or her driver's license,—or state identification card as being his or her legal address, and (4) which is shown on the front page of his or her most recent Federal 1040 tax return, and (5) which is recorded with the United States Postal Service as their primary residence. All the above requirements must be met in order for an address to constitute being a principal residence for purposes of this Section.

PROPERTY

Shall mean a parcel of real property located within the boundaries of the City of Asbury Park, Monmouth County, New Jersey.

RESPONSIBLE PARTY

shall mean both the property owner and a person (property manager) designated by the owner to be called upon and be responsible at all times and to answer for the maintenance of the property, or the conduct and acts of occupants of the property, and, in the case of the property manager, to accept service of legal process on behalf of the owner of the property.

SECTION

Shall mean Article 13-1400, Entitled "Accessory Dwelling Units (ADUs)," as contained within Part 2, "Rental Property," of Chapter XIII, "Property Improvement and Neighborhood Preservation - Property Maintenance Code," of the Code of the City of Asbury Park, New Jersey.

§ 13-1400.3. Regulations Pertaining to Accessory Dwelling Units.

- a. It shall be unlawful for any owner of any property within the geographic bounds of the City of Asbury Park, New Jersey, to construct or maintain an accessory dwelling unit contrary to the procedures and regulations established in this Section and in applicable sections of Chapter 30, "Land Development Regulations."
- b. Accessory dwelling units shall be permitted in accordance with the requirements established in this Section and in applicable sections of Chapter 30, "Land Development Regulations."
- c. In order to construct and maintain an accessory dwelling unit, the applicant must obtain an annual certificate, as set forth herein.

§ 13-1400.4. Accessory Dwelling Unit Certificate.

- a. In addition to any land use requirement(s) set forth Chapter 30, "Land Development Regulations," the owner of a property upon which an accessory dwelling unit is intended to be constructed or maintained shall obtain an ADU certificate from the City of Asbury Park Department of Code Enforcement or their designee on an annual basis.
- b. The certificate shall cost ten dollars (\$10.00) per year.
- c. The following regulations are required in order to receive and maintain an ADU certificate:
 - 1. The property owner must obtain a zoning permit or zoning compliance certificate,

as applicable, from the zoning officer.

2. Except where otherwise specifically permitted by this Section or applicable Sections of Chapter 30, "Land Development Regulations," a unit with the principal structure or the ADU shall be occupied by the property owner and shall be their principal residence.
3. All residential units on the lot where the ADU is located shall be under common ownership and control.
4. No structure on the property may be a short term rental as defined under Section 13-1300.
5. An ADU tenant shall have a lease of no less than one year.
- d. Failure to comply with the regulations for the ADU certificate may result in the suspension and possible revocation of the certificate as determined by the Code Enforcement Department, including but not limited to the potential revocation of the certificate of occupancy for the ADU.

§ 13-1400.5. Application Process for ADU Certificate; Requirements.

- a. Applicants for an ADU certificate shall submit, on an annual basis, an application to the City of Asbury Park Department Code Enforcement or their designee.
- b. The application shall be furnished, under oath, on a form specified by the City Manager, accompanied by the non-refundable application fee as set forth herein. Such application shall include:
 1. The name, address, telephone number and email address of the owner(s) of record of the dwelling unit for which a certificate is sought. If such owner is not a natural person, the application must include and identify the names of all partners, officers and/or directors of any such entity, and the personal contact information, including address and telephone numbers for each of them and the information as to the owner occupying the property.
 2. The address and block/lot of the property where the proposed ADU is located, along with an updated plot plan or survey identifying the ADU's location on the lot.
 3. A copy of the driver's license, or state identification card of the owner of the ADU, confirming, as set forth in this section, that the property is the principal residence, as that term is defined herein, of the owner making application for the ADU certificate. In addition, the applicant must provide:
 - (a) A copy of applicant's front page of the Federal 1040 tax return where the

tax identification number and financial information has been redacted or made illegible (past immediate two years for initial permit applications; the immediate past year for renewals).

(b) United States Postal Service address record indicating that the application property is the primary residence where the property owner receives their postal mail.

4. The owner's sworn acknowledgement that they comply with the requirement that the ADU property constitutes the owner's principal residence, as defined herein.
5. The owner's sworn acknowledgement that he or she has received a copy of this Section, has reviewed it, understands its requirements and certifies, under oath, as to the accuracy of all information provided in the permit application.
6. The location of the designated parking space available to the premises, for the ADU.
7. Any other information deemed necessary by the City Manager or his/her designee in furtherance of the objectives of this Section.
8. Every application for an ADU certificate shall require inspections for the ADU's compliance with the City's fire safety regulations and Property Maintenance Code for occupancy. In addition, each application is subject to review to verify the ADU's eligibility for occupancy and compliance with the regulations in this section. Failure to abate any outstanding violations prior to occupancy can result in a summons.
9. A zoning permit or zoning compliance certificate, as applicable, which confirms that the premises are not being occupied or used in violation of the City's Land Use Regulations and Zoning Ordinance, shall be required.
10. A sworn statement shall be required that there have been no prior revocations or suspensions of this or a similar certificate, in which event a certificate shall not be issued, which denial may be appealed as provided hereinafter.
11. The person offering a dwelling unit as an ADU must be the owner of the dwelling unit. A tenant of a property may not apply for an ADU certificate, nor shall the property or any portion thereof be sub-leased by the tenant or operated as an ADU by the tenant. This ADU regulation shall supersede any conflicting provision in a private lease agreement permitting sub-leasing of the property, or any portion of the property. Violation of this Section will result in enforcement action against the tenant, the ADU owner, and the Responsible Party, and will subject all such parties to the issuance of a Summons and levying of fines and/or penalties.

12. The ADU owner must be current with all tax and sewer charges assessed to the property prior to the issuance of a permit. In the event that any code violations have been issued by the City relating to the ADU, a permit shall not be issued until such time as such violations have been properly abated. The ADU owner must also close any open construction permits for the property prior to the issuance of an ADU permit.
13. All fines or penalties issued by the Municipal Court for the City of Asbury Park for any past code violations relating to the ADU, including penalties for failure to appear in Court, must be satisfied in full prior to the issuance of an ADU permit.

§ 13-1400.6. Issuance of Certificate and Appeal Procedure.

- a. Once an application is submitted, complete with all required information and documentation and fees, the Department of Code Enforcement or their designee, following any necessary investigation for compliance with this Section and applicable Sections of Chapter 30, "Land Development Regulations," shall either issue the ADU certificate, or issue a written denial of the certificate application (with the reasons for such denial being stated therein), within ten (10) business days.
- b. If denied, the applicant shall have ten (10) business days to appeal in writing to the City Manager, by filing the appeal with the City Manager's Office.
- c. Within thirty (30) days thereafter, the City Manager or his designee shall hear and decide the appeal. Any further appeals shall be made to the Superior Court of New Jersey.
- d. A certificate shall only be issued after all outstanding violations have been abated.

§ 13-1400.7. ADU Operational Requirements.

- a. Operation of an ADU shall be in accordance with the requirements set forth herein. Additionally, operation of an ADU shall comply with all requirements set forth in Section 30-75.4 of the City Code and/or other applicable Sections of Chapter 30, "Land Development Regulations."

§ 13-1400.8. Violations and Penalties.

- a. A violation of any provision of the within section may subject the ADU owner, tenant, and/or the Responsible Party or their agents to the penalties set forth in Section 1-5 of the City Code.

BE IT FURTHER ORDAINED, that all other provisions of Chapter 13 of the City Code which are not referenced in this Ordinance shall remain unaffected/unchanged and remain in full force and effect.

BE IT FURTHER ORDAINED, that 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.

BE IT FURTHER ORDAINED, that the provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.

BE IT FURTHER ORDAINED, that this Ordinance shall take effect upon final passage and publication in accordance with the law, following the required twenty (20) day period after adoption, as set forth in N.J.S.A. 40:69A-181(b).

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2024-7 which was finally adopted by the City Council at a meeting held on the 27th day of March, 2024

LISA ESPOSITO
CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, March 27, 2024
REGULAR MEETING

Executive Session - 4:00 p.m.

2024-162 Resolution Authorizing a meeting which excludes the public

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

Workshop Session - 6:00 p.m.

Call to Order/Roll Call

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

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

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

PROCLAMATION

1. Proclamation Declaring February 28, 2024 as "Jessie Mae Ricks Day"

SPECIAL EVENT APPLICATIONS:

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

ITEMS TO BE PRESENTED:

1. Presentation of Inspire by Somerset of proposed amendments to their proposed redevelopment of Block 4105, Lots 1, 3 and 4 (1209 Ocean and 115 Fourth Avenues) Michael Lawson of Minno & Wasko Architects and Planners, presented amendments to a proposed redevelopment plan for property located at 1209 Ocean Avenue and 115 Fourth Avenue.

Matters from City Council

Council member Ahbez-Anderson had no matters at this time.

Council member Chapman stated, I would just like to let everyone know that tickets are on sale for the 2024 Mayor's Rock and Roll for Recreation event which will take place on April 25th and it raises funds for the City's recreation program. It will be at the Stone Pony and it will be lots of fun.

Council member Clayton stated, Good Evening, just wanted to announce that last weekends Easter Egg Extravaganza put on by the city had to be canceled due to inclement weather but it will be held this Sunday in Springwood Park, the time is from 12:00 PM to 3:00 PM and it is for children 10 and under. So please come out.

Deputy Mayor Quinn had no matters at this time.

Mayor Moor stated, This is the most important one for everybody, it's "Moor" with no "e". "M-O-O-R" 908-489-1887 if you're the one who hit that powerball in Neptune. Please, John Moor, give me a call I'd be happy to spend it with you.

Matters from City Manager

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

Matters from City Attorney

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

PUBLIC PARTICIPATION

A motion was made by Council member Chapman and seconded by Council member Clayton to open the meeting to the public. All were in favor. The following members of the public spoke: Nancy Sabino made a comment about speeding and traffic on Fourth Avenue; Matt Daniels, Max Resin, Kimberly Opy, Alexandra Gonzalez, Ali Aliman, and Andrea Levine made comments regarding ceasefire in Gaza; Rita Marano made a comment about tax abatements and city cell phones. A motion to close the meeting to the public was made by Council member Ahbez-Anderson and seconded by Mayor Moor. All were in favor.

MINUTES

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

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

CONSENT AGENDA RESOLUTIONS

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

- 2024-163 Resolution Approving Special Event Applications
- 2024-164 Resolution Amending Temporary Budget Appropriations for 2024 Budget
- 2024-165 Resolution Requesting Permission for the Dedication by Rider For Urban Enterprise Zone Funds required by N.J.S.A. 52:27H-88.a(2)
- 2024-166 Resolution Authorizing the Mayor & City Council to Execute a Discharge of Mortgage for Jean Delva for Property located at 38 Dewitt Avenue, Asbury Park
- 2024-167 Resolution Authorizing the Mayor & City Council to Execute a Discharge of Mortgage for Claudette Spicer Everette for Property located at 828 Dunlewy Street, Asbury Park
- 2024-168 Resolution to accept the American Rescue Plan Firefighter Grant (ARPFPG) FY 2024
- 2024-169 Resolution Authorizing Appointments to the Recreation Committee

INDIVIDUAL RESOLUTIONS

- 2024-170 Resolution Approving Payment of Bills

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

- 2024-119 Resolution Authorizing Payment to Kivvit, LLC for Marketing Services with the Made (And Sold) in Asbury Park Project

RESULT:	ADOPTED [3 TO 1]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Angela Ahbez-Anderson, Councilmember
AYES:	Angela Ahbez-Anderson, Yvonne Clayton, Amy Quinn
NAYS:	Eileen Chapman
ABSTAIN:	John Moor

2024-139 Resolution Authorizing the Execution of A Shared Services Agreement With The Township Of Neptune For Geese Management of Wesley Lake

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

2024-171 Resolution Authorizing the Purchase of Office Furniture Needed for the Police Department

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

2024-172 Resolution Authorizing the Purchase of a Vehicle for Social Services

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

2024-173 Resolution Authorizing Purchase of 2024 Seasonal Beach Badges

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

2024-174 Resolution Awarding Electronic Beach Badge System for the City of Asbury Park

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

2024-175 Resolution Authorizing Geese Management at Sunset Park

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

2024-176 Resolution Approving Change Order #3 for the New Fire Department Headquarters

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

2024-177 Resolution Authorizing a Fertilizer and Weed Control Program at Various Locations Citywide with Controlled Growth for 2024

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

2024-178 Resolution Authorizing Upgrades to the Asbury Park Police Department Surveillance Trailer Upgrades

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

2024-179 Resolution Entering into an Agreement with Monmouth County to Administer the City's Community Development Block Grant Program

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

2024-180 Resolution Approving a Hardship Exception to Allow for the Issuance of a Road Opening Permit Relating to Certain Construction to Be Undertaken in Front of the Premises Located at 809 Bond Street, A/K/A 700 First Avenue (Block 2602, Lot 6), Within the City

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

2024-181 Resolution of the Mayor and City Council of the City of Asbury Park to Enter into an Amendment of the Subsequent Developer Agreement with Asbury Partners, LLC and Toll Bros. Asbury Park Urban Renewal LLC to Extend the Date for the Issuance of Redevelopment Area Bonds in Connection with the Development of Property Located at Block 3103, Lot 1

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

2024-182 Supplemental Resolution Authorizing The Issuance Of One Or More Series Of Additional Non-Recourse Redevelopment Area Bonds Of The City Of Asbury Park In

An Aggregate Principal Amount Not To Exceed \$6,500,000 (Waterfront Redevelopment Area Infrastructure Project) In Connection With A Project Being Undertaken In The City By Toll Bros. Asbury Park Urban Renewal LLC) And As A Portion Of 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 [3 TO 2]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, John Moor
NAYS:	Angela Ahbez-Anderson, Amy Quinn

2024-183 Resolution Adopting the Home Improvement Program Manual

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

2024-184 Resolution of the Mayor and City Council of the City of Asbury Park to Enter into an Amendment of the Subsequent Developer Agreement with Asbury Partners, LLC and 202/204 7th Avenue Urban Renewal LLC to Extend the Date for the Issuance of Redevelopment Area Bonds in Connection with the Development of Property Located at Block 4201, Lots 3&4

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

2024-185 Supplemental Resolution Authorizing The Issuance Of One Or More Series Of Additional Non-Recourse Redevelopment Area Bonds Of The City Of Asbury Park In An Aggregate Principal Amount Not To Exceed \$2,000,000 (Waterfront Redevelopment Area Infrastructure Project) In Connection With A Project Being Undertaken In The City By 202/204 7th Avenue Urban Renewal LLC (F/K/A 202 Seventh Avenue LLC) And As A Portion Of 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:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Amy Quinn, John Moor
NAYS:	Angela Ahbez-Anderson

2024-186 Resolution Amending Resolution 2024-141, Which Was Adopted On February 28, 2024, Establishing Fees And Regulations For The 2024 Beach Season

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

2024-187 Resolution Approving 2022-2023 Alcoholic Beverage Control License for Asbury Music Company, Inc. in the City of Asbury Park, County of Monmouth, New Jersey

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

2024-188 Resolution Approving 2023-2024 Alcoholic Beverage Control License for Asbury Music Company, Inc. in the City of Asbury Park, County of Monmouth, New Jersey

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

2024-189 Resolution to Approve Place to Place Liquor License Transfer (Expansion of Premise) for McLoones Asbury Park, LLC -d/b/a/ The Robinson Ale House/Supper Club/Iron Whale Restaurant

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

ORDINANCES

Introduction

2024-8 Ordinance Amending Chapter 7 Sections 13 and 14 to Establish Prohibiting Parking Regulations Along Emory Street and Second Avenue

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 4/10/2024 6:00 PM
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

Second Reading/Public Hearing

2024-6 Ordinance Of The City Of Asbury Park Amending And Supplementing Chapter XXX, Entitled “Land Development Regulations,” Of The “Code Of The City Of Asbury Park,” As Well As The Redevelopment Plans For The Scattered Site, S.T.A.R.S. And Washington Avenue Redevelopment Areas, Regarding Accessory Dwelling Units.

A motion to open 2024-6 to the public was made by Council member Clayton and seconded by Council member Chapman. All were favor. Rita Marano made a comment.
A motion to close 2024-6 to the public was made by Mayor Moor and seconded by Council member Chapman. All were in favor.

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

2024-7 Ordinance Of The City Of Asbury Park Amending And Supplementing Chapter XIII, Entitled “Property Improvement And Neighborhood Preservation - Property Maintenance Code,” Of The “Code Of The City Of Asbury Park,” In Order To Establish A New Section Thereof, Entitled “Accessory Dwelling Units (ADUs)”.

A motion to open 2024-7 to the public was made by Council member Chapman and seconded by Deputy Mayor Quinn. All were favor. Rita Marano made a comment.
A motion to close 2024-7 to the public was made by Mayor Moor and seconded by Council member Chapman. All were in favor.

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

ADJOURNMENT

The meeting was adjourned at 7:22 PM
A motion to close the meeting was made by Council member Chapman and seconded Council member Clayton. Meeting adjourned at 7:22 PM.

Respectfully submitted by:

Lisa Esposito, City Clerk