



Agenda
Meeting of the Municipal Council
Wednesday, April 10, 2024
REGULAR MEETING 6:00 PM

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

2024-190 Resolution Authorizing a meeting which excludes the public

A. Contract Negotiations

1. PHM Sunset Square (Pulte) 205 Sunset Avenue and 1401 Kingsley Street, Block 4205, Lots 2 and 3 Draft Financial & Special Assessment Agreements
2. Inspire by Somerset Block 4105, Lots 1, 3 and 4 Amendment to Subsequent Redeveloper Agreement
3. 1001 First Avenue Draft Redevelopment Plan Agreement Amendment
4. Denholtz Asbury Park Urban Renewal, LLC. - 900 and 901 Mattison Avenue
5. Purchase and Sale Agreement Concerning Block 704, Lots 9 and 10 - Asbury Park Housing Authority

B. 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. Arbor Day

Special Event Applications:

Items to be Presented:

2. Complete Streets 2024 Update Presentation

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 27, 2024 4:00 PM
- Municipal Council - Regular Meeting - Mar 27, 2024 6:00 PM

C. Individual Resolutions

2024-191 Resolution Approving Payment Of Bills

2024-192 Resolution Approving Special Event Applications

2024-193 Resolution Amending Temporary Budget Appropriations for 2024 Budget

2024-194 Resolution Authorizing the Award of a Contract for the Operation of Pedal Boat Concession on a Portion of the Wesley Lake within the City of Asbury Park, NJ

2024-196 Resolution Appointing PEM Law, LLP To Serve As Labor Counsel For The Remainder Of 2024, And Authorizing The Execution Of An Agreement Associated Therewith

2024-197 Resolution Authorizing a Professional Services Contract to Arcari & Iovino for Architectural Services for the Beach Restroom Conceptual Study

2024-198 Resolution Authorizing Appointments to the Mayor's Wellness Committee

2024-199 Resolution Of The Mayor And Council Of The City Of Asbury Park, Acting As The Waterfront Redevelopment Entity, Granting A Two-Year Extension In Accordance With Resolution No. 2022-226 Adopted By The City Council Of The City Of Asbury Park On May 11, 2022, As Amended By Resolution No. 2023-235 Adopted By The City Council On May 10, 2023, And Subject To Further Condition Regarding The Operation Of The Food Truck Court In The Green Acres Parcel In Block 4502, Lot 1.25

2024-200 Resolution Of The Mayor And City Council Of The City Of Asbury Park To Approve The Execution Of The Subrecipient Agreement With The New Jersey Department Of Community Affairs Regarding The Receipt Of A Boardwalk Restoration Fund Grant Award For A Grant In The Amount Of \$20 Million

D. Ordinances

1. Introduction

- 2024-9 Ordinance Amending Section 20-3, Entitled “Plastic Bags,” Of Chapter 20, “Environmental Regulations,” Of “The Code Of The City Of Asbury Park.”
- 2024-10 Ordinance Of The City Of Asbury Park Amending And Supplementing Chapter STC1, Entitled “Rules And Regulations Of The Shade Tree Commission,” Of “The Code Of The City Of Asbury Park.
- 2024-11 Ordinance of the City of Asbury Park Approving and Adopting a Redevelopment Plan for Property Located at 1201 Memorial Drive (Block 203, Lot 5)
- 2024-12 Capital Ordinance Providing For Roof Replacement And Appropriating \$2,005,308.87 Therefor, Authorized In And By The City Of Asbury Park, In The County Of Monmouth, New Jersey

2. Second Reading/Public Hearing

- 2024-5 2024 Cap Rate Ordinance
- 2024-8 Ordinance Amending Chapter 7 Sections 13 and 14 to Establish Prohibiting Parking Regulations Along Emory Street and Second Avenue

E. Adjournment

**RESOLUTION NO. 2024-190****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 April 10, 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. Contract Negotiations:

1. PHM Sunset Square (Pulte) 205 Sunset Avenue and 1401 Kingsley Street, Block 4205, Lots 2 and 3 Draft Financial & Special Assessment Agreements
2. Inspire by Somerset Block 4105, Lots 1, 3 and 4 Amendment to Subsequent Redeveloper Agreement
3. 1001 First Avenue Draft Redevelopment Plan Agreement Amendment
4. Denholtz Asbury Park Urban Renewal, LLC. - 900 and 901 Mattison Avenue
5. Purchase and Sale Agreement Concerning Block 704, Lots 9 and 10 - Asbury Park Housing Authority

B. Attorney-Client Privilege:

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

LISA ESPOSITO
CITY CLERK

Complete Streets Policy Draft

The City of Asbury Park Mayor and City Council hereby adopts the following Complete Streets Policy. The following goals and objectives shall apply to all public and/or private transportation projects, including those using funds awarded by federal, state, regional, county, municipal, or any other public agency. This shall include new construction, reconstruction, resurfacing, restoration, repaving, rehabilitation, private development projects, and maintenance of highways, roads, and streets:

1. The City of Asbury Park shall Create a comprehensive, integrated, connected multi-modal network by facilitating connections to bicycling and walking trip generators such as employment, education, residential, recreational and public facilities, as well as retail and transit centers that serve all neighborhoods and populations.
2. All transportation projects shall result in Complete Streets that allow safe, environmentally healthy, economically sound, equitable, accessible, and convenient travel along and across streets for users of all ages and abilities and for all modes of transportation, including motorists, bicyclists, pedestrians, public transportation vehicles and their passengers, delivery trucks and movers of commercial goods and strive to meet the following goals:
 - a. Incorporating physical activity into our daily lives by increasing pedestrian activity and bicycle use.
 - b. Reducing rates of several chronic diseases related to increases in physical activity from walking and bicycling. Key impacted diseases include diabetes, heart disease, depression, and some cancers.
 - c. Reducing rates of injury and death from decreased traffic crashes and improved road safety for all users.
 - d. Reducing rates of asthma and other respiratory issues due to improved air quality through emissions reductions and vegetative air filtration.
 - e. Multiplying health and wellness benefits resulting from improved access to necessary amenities for vulnerable populations.
 - f. Reducing the risk of illnesses related to water-borne pathogens resulting from improved storm water infiltration
 - g. Increasing the sense of social connectivity & sense of community belonging.
 - h. Improving aesthetics through decorative and functional vegetation.
 - i. Provide safe and accessible accommodations for existing and future pedestrian, bicycle and transit facilities.
3. Establish a checklist of pedestrian, bicycle and transit accommodations such as accessible sidewalks curb ramps, crosswalks, countdown pedestrian signals, signs, curb extensions, pedestrian scale lighting, bike lanes, and shoulders for consideration in each project where county jurisdiction applies.
4. Establishment of a procedure to evaluate resurfacing projects for Complete Streets inclusion according to length of project, environmental constraints, right-of-way limitations, funding resources, and bicycle and/or pedestrian compatibility.
5. Transportation facilities constructed for long-term use shall anticipate likely future demand for

bicycling and walking facilities and not preclude the provision of future improvements.

6. Designs shall address the need for bicyclists and pedestrians to cross corridors, as well as travel along them, in a safe, accessible and convenient manner; therefore, the design of intersections, interchanges and bridges shall anticipate use by bicyclists and pedestrians.
7. Bicycle and pedestrian facilities shall be designed and constructed to the best currently available standards and practices including the New Jersey Roadway Design Manual, the AASHTO Guide for the Development of Bicycle Facilities, AASHTO's Guide for the Planning, Design and Operation of Pedestrian Facilities, the Manual of Uniform Traffic Control Devices and others as related.
8. Provisions shall be made for pedestrians and bicyclists when closing roads, bridges or sidewalks for construction projects as outlined in NJDOT Policy #705 -Accommodating Pedestrian and Bicycle Traffic During Construction.
9. All initial planning and design studies of complete street infrastructure projects shall consider opportunities to improve public health.
10. Improvements shall also consider connections for Safe Routes to Schools, Safe Routes to Transit, Transit Villages, trail crossings and areas or population groups with limited transportation options.
11. Improvements shall comply with Title VII Environmental Justice, Americans with Disabilities Act (ADA) and complement the context of the surrounding community.
12. The City of Asbury Park City Council, and the Director of Transportation shall routinely work in coordination with each other and adjacent jurisdictions, and any relevant advisory committees/teams, to create Complete Streets and to ensure consistency with the City of Asbury Park Biking and Walking Master Plan.
13. Within two years of the effective date of this Policy, the Department of Transportation shall inventory and audit procedures, policies, plans, documents, training programs, performance measures and other guidance documents to be consistent with this policy. The purpose of this audit is to identify areas where tenets of this policy will need to be incorporated. This includes, but is not limited to, funding, planning, designing, operating, and maintaining transportation infrastructure.
14. Transportation projects and Master and Capital Plans shall include, when appropriate, sustainable design elements, including, but not limited to:
 - a. Green stormwater infrastructure practices
 - b. Traffic calming
 - c. Shade trees and other vegetation
 - d. Rain gardens
 - e. Bioswales
 - f. Permeable pavements — including those made from recycled materials such as rubber, concrete, glass, and plastic.
15. Transportation projects and Master and Capital Plans shall include, where appropriate, pedestrian and bicycle design elements and transit amenities, including but not limited to: curb extensions,

sidewalks, radar feedback signs, pedestrian countdown signals, pedestrian refuge islands, road diets, lane width reductions, chicanes, roundabouts, bike lanes, protected bike lanes, bike parking, lighting, wayfinding, seating, trash receptacles, transit amenities, etc.

Public Participation

1. The City Council shall deputize an existing board/committee to undertake the responsibilities of helping the city comply with the Complete Streets Policy. Quarterly, the designated body will review the progress of infrastructure improvements and benchmark goals, collect public input, and provide ongoing feedback to The City Council in regards to the implementation of the Complete Streets Policy.
2. Beginning with the planning stage, The City of Asbury Park shall identify an existing process or develop a new process that allows for public participation in decision-making concerning the planning, design, and use of streets and roadways covered by this Policy.

Exceptions

1. Exemptions to the Complete Streets Policy shall be presented for final decision to the Mayor and Council in writing and documented with supporting data that indicates the reason for the decision and are limited to the following:
 - a. The use of the transportation facility by the particular user group is prohibited by law
 - b. Scarcity of population, travel and attractors, both existing and future, indicate an absence of need for such accommodations.
 - c. Detrimental environmental or social impacts outweigh the need for these accommodations.
 - d. The safety or timing of a project is compromised by the inclusion of Complete Streets.
 - e. Cost of accommodations is excessively disproportionate to cost of project
 - f. An exemption other than those listed above must be documented with supporting data and must be approved by the Mayor and Council.

However, every effort to work within the flexibility allowed should be made, including Design Exceptions for roadway projects.

Program Reporting

1. The Transportation Department shall establish benchmarks reflecting the ability of all users to travel safely and conveniently along highways, roads and streets.
2. The Transportation Department shall also develop plans and set benchmarks to ensure the successful implementation of the Complete Streets Policy in Priority Communities. On or before the end of the fiscal year the Transportation Department shall prepare an initial report to identify barriers, and propose solutions to successful implementation of the Complete Streets policy.

3. The Transportation Department shall collect and monitor data under City of Asbury Park jurisdiction to determine compliance with the established benchmarks. Benchmarks shall include but are not limited to:
 - a. Mileage of new and existing bicycle infrastructure, including in Priority Communities
 - b. Number of new and existing ADA-compliant infrastructure
 - c. Number of new and existing street trees
 - d. Number of green street practices
 - e. Bicycle and pedestrian counts
 - f. Commute mode percentages where available
 - g. Collision, injury, and fatality data by each mode of transportation
4. All benchmarks established by the City of Asbury Park shall be disaggregated by race/ethnicity, neighborhood, and vehicle ownership when feasible.
5. The Transportation Department shall provide a report on an annual basis to the City Council to allow them to evaluate implementation of the Complete Street policy. Each annual report shall include the data collected pursuant to Program Reporting, as well as a list of ongoing and completed transportation projects during that fiscal year. If any exceptions are applied to transportation projects pursuant to Exceptions to Complete Streets Requirements herein, such projects and the relevant exceptions should be identified in the annual report.

Adoption of Complete Streets Checklists

1. The City of Asbury Park shall develop and adopt a Complete Streets Checklists to be used during the project selection, planning, designing, construction, funding and maintenance of all transportation projects.
2. The Transportation Department shall be responsible for completing and/or reviewing the checklists.
3. A complete streets checklist shall entail but is not limited to:
 - a. Existing pedestrian, bicycle, transit, motor vehicle, and truck/freight accommodations (facilities) and operations
 - b. Traffic volumes
 - c. Existing safety and/or access issues, and Americans with Disabilities Act (ADA) compliance
 - d. Land use within the study area, including trip generators
 - e. Existing and proposed streetscape elements including furniture, trees or other environmental and stormwater enhancements
 - f. Review of existing plans
 - g. Proposed pedestrian, bicycle, transit, motor vehicle, and truck/freight accommodations (facilities) and desired future operations
 - h. ADA compliance of the proposed design
 - i. Compatibility with the surrounding land use and density

- j. Consistency with applicable design standards and guidelines
- k. Opportunities to improve public health through physical activity and mobility options
- l. Opportunities to manage stormwater through green infrastructure

Key Terms & Definitions

Complete Streets: An integrated transportation network designed to enable safe and convenient travel and access along and across streets for all users of all ages and abilities, including pedestrians, bicyclists, motorists, movers of commercial goods, and transit riders.

Environmental Justice: Environmental justice is the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income, with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies. Fair treatment means that no group of people should bear a disproportionate share of the negative environmental consequences resulting from industrial, governmental and commercial operations or policies.

Meaningful involvement means that:

1. People have an opportunity to participate in decisions about activities that may affect their environment and/or health.
2. The public's contribution can influence the regulatory agency's decision.
3. Community concerns will be considered in the decision-making process.

Green Streets: Streets with landscaped features installed in the right-of-ways that capture and allow stormwater runoff to soak into the ground, while still preserving the primary function of a street as a conduit for pedestrians, bicyclists, motorists, and transit riders. Stormwater runoff is excess water generated from rain and snowmelt events that flow over impervious surfaces, such as paved streets, parking lots, and building rooftops, and does not soak into the ground.

1. **Green Stormwater Infrastructure:** An approach to managing stormwater by infiltrating it in the ground where it is generated using vegetation or porous surfaces, or by capturing it for later reuse. Infiltration is when water falls to the earth as precipitation and seeps into the soil.
2. **Green Street Stormwater Infrastructure Practices:** Includes types of green infrastructure techniques used to manage stormwater, including but not limited to:
 - a. Street tree trenches/boxes: utilize soil, gravel, and plants to infiltrate and filter stormwater runoff from impervious surfaces
 - b. Bioswales: shallow channels that convey, slow down, and infiltrate stormwater runoff.
 - c. Vegetated curb bump outs: a vegetated curb extension that protrudes into the street, creating a new curb some distance from the existing curb.
 - d. Permeable pavement: a stormwater drainage system that allows rainwater and runoff to move through the pavement's surface to a storage layer below, with water eventually seeping into underlying soil. Types of permeable pavement include pervious concrete, porous asphalt, interlocking concrete pavers, and grid pavers.

Priority Communities: The term Priority Communities refers to categories of underserved and adversely impacted populations. There is a wide range of definitions used to quantify and locate underserved populations developed by agencies and organizations dedicated to social equity by law or mission. Each county or municipality should evaluate who and where there are concentrations of underserved or marginalized populations based on available data. Below are some of the categories to consider when defining Priority Communities:

1. Minority Concentrations
2. Low-Income Concentrations
3. Other Indicators of Underserved and Adversely Impacted Populations:
 - a. Female Head of Household with Children
 - b. Persons with Limited English Proficiency
 - c. Carless Households
 - d. Elderly Populations/Children
 - e. Persons with Disabilities
 - f. Hispanic Populations
 - g. Other Ethnic Minorities
 - h. Families in Poverty with Children

Traffic Calming: The combination of mainly physical measures that reduce the negative effects of motor vehicle use, alter driver behavior, and improve conditions for non-motorized street users. Traffic calming objectives include:

1. Achieving slow speeds for motor vehicles
2. Reducing collision frequency and severity
3. Increasing the safety and the perception of safety for non-motorized users of the street(s)
4. Reducing the need for police enforcement
5. Enhancing the street environment (e.g., streetscaping)
6. Increasing access for all modes of transportation, and reducing cut-through motor vehicle traffic

Transit Amenities: Include seating, shelter and shade, wayfinding signage, trash and recycling cans, lighting, route information, bike infrastructure (lockers, racks, fix-it stations, depots, bikeshare, etc.).

Transportation Facility: A facility consisting of the means and equipment necessary for the movement of people or goods; any road, bridge, tunnel, overpass, ferry, airport, mass transit facility, vehicle parking facility, port facility or similar commercial facility used for the transportation of persons or goods together with any buildings, structures, parking areas, appurtenances, and other property needed to operate such facility; however, a commercial or retail use or enterprise not essential to the transportation of people or goods shall not be considered a transportation facility.

Transportation Project: Any public and/or private land development, project, program, or practice that affects the transportation network or occurs in the public right-of-way, including any construction, reconstruction, retrofit, signalization operations, resurfacing, restriping, rehabilitation, maintenance

(excluding routine maintenance that does not change the roadway geometry or operations, such as mowing, sweeping, and spot repair), operations, alteration, and repair of any public street or roadway within a jurisdiction (including alleys, bridges, frontage roads, and other elements of the transportation system).

Complete Streets Policy Update

What are Complete Streets

Complete Streets refers to an approach to making transportation decisions that prioritizes the safety, mobility, and accessibility needs of roadway users of all ages, abilities, and modes.

Adopting a Complete Streets Policy is a commitment to developing a comprehensive, integrated, connected multi-modal network of transportation options through planning, design, construction, and maintenance of new and old transportation facilities.

Asbury Park Complete Streets Policy

Existing Asbury Park Policy

- Asbury Park adopted a Complete Streets Policy 10/9/2015 (Reso.2015-358)
- Asbury Park Updated the Complete Streets Policy on 7/26/2017 (Reso.2017-247)

New NJDOT Recommended Features

- Updated Complete Streets Checklist
- Conduct an Inventory/Audit of processes
- Foster Public Participation
- Establish Benchmarks
- Establish an Advisory Committee
- Develop Reports

Update Complete Streets Checklist

A checklist utilized to assist in the development of roadway projects to ensure all roadway users are considered. Asbury Park developed a checklist after adopting its original Complete Streets Policy.

New features to be considered:

- Inclusion of Opportunities to improve public health through physical activity and mobility options
- Opportunities to manage stormwater through green infrastructure

Conduct an Inventory and Audit

Inventory and Audit of all procedures, policies, documents, training programs, performance measures, and other guidance documents in relation to transportation infrastructure.

Intended to identify areas where tenets of this policy need to be incorporated.

Foster Public Participation

Development of a new process that allows for public participating in decision-making concerning the planning and design and use of streets and roadway.

Public meetings to collect input on roadway projects including concerns, priorities, and design recommendations.

Establish Benchmarks

Establish benchmarks reflecting the ability of all users to travel safely and conveniently along roads and ensure the successful implementation of the Complete Streets Policy. Additionally make benchmark info and reports available to the public.

The recently awarded Safe Streets For All (SS4A) Grant will develop a traffic safety action plan that can include the development of benchmarks and recommendations of goals that can be shared with this policy.

Establish an Advisory Committee

Deputize an existing Board/Committee as a Complete Streets Advisory Committee to provide ongoing feedback related to the implementation of the Complete Streets Policy.

Meetings to be held quarterly.

Develop Reports

Develop an annual report by the Transportation Department to the City Council on all progress made, benchmarks met, and outlining any exceptions.



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 **Accepted**

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

Minutes Acceptance: Minutes of Mar 27, 2024 6:00 PM (Minutes)

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

Minutes Acceptance: Minutes of Mar 27, 2024 6:00 PM (Minutes)

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

Minutes Acceptance: Minutes of Mar 27, 2024 6:00 PM (Minutes)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 10, 2024
RESOLUTION SUMMARY

2024-191

Resolution authorizing the payment of bills in the amount of \$ \$855,428.66



RESOLUTION NO. 2024-191

**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 \$855,428.66

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

CURRENT VOUCHERS	\$ <u>855,428.66</u>
TOTAL VOUCHERS	\$ <u>855,428.66</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. 2024-191 which was finally adopted by the City Council at a meeting held on the 10th day of April, 2024

CERTIFIED BY ME THIS 11th DAY OF April, 2024.

LISA ESPOSITO
CITY CLERK

April 1, 2024
12:50 PM

CITY OF ASBURY PARK
Bill List By Budget Account

3.C.1.a
Page No: 1

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

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

3-01-20-130-000-223	FINANCE Condo Reimbursements					
300SEV	300 SEVENTH AVENUE CONDOMINIUM	24-00722	2nd half 2023 Trash Reimburse.	2,330.99	0.00	
ASBUR015	ASBURY TERRACE CONDOMINIUM	24-00723	2nd half 2023 Trash Reimb.	1,738.80	0.00	
CAPRI005	CAPRI TERRACE CONDOMINIUM	24-00724	2nd half 2023 Trash Reimb.	1,827.00	0.00	
EUREK005	EUREKA CONDOMINIUM	24-00725	2nd half 2023 Trash Reimb.	1,883.70	0.00	
SOUTH005	SOUTH GRAND CONDOMINIUM	24-00726	2nd half 2023 Trash Reimb.	2,250.00	0.00	
THEES005	THE ESPLANADE CONDOMINIUM	24-00727	2nd half 2023 Trash Reimb.	4,185.42	0.00	
THELO005	THE LOFTS AT ASBURY PARK	24-00728	2nd half 2023 Trash Reimb.	3,156.42	0.00	
THEST005	THE ST. JAMES CONDOMINIUM	24-00729	2nd half 2023 Trash Reimb.	6,594.84	0.00	
VIVEA005	VIVE ASBURY PARK CONDOMINIUM	24-00730	2nd half 2023 Trash Reimb.	3,836.70	0.00	
DEALL	DEAL LAKE VILLAGE GARDENS	24-00788	4th Q 2023 Trash Reimbursement	2,601.57	0.00	
				30,405.44		
	Extd Total: FINANCIAL ADMINISTRATION			30,405.44		
	Department Total: FINANCE			30,405.44		
	CAFR Total:			30,405.44		

Department: POLICE
Extd: POLICE DEPARTMENT

3-01-25-240-000-222	POLICE Training					
NJSTATE	NJ STATE ASSOCIATION OF CHIEFS	24-00901	Dept. Ritter ABC enforcement	150.00	0.00	
NJSTATE	NJ STATE ASSOCIATION OF CHIEFS	24-00902	Det. Houlis ABC enforcement	150.00	0.00	
				300.00		
	Extd Total: POLICE DEPARTMENT			300.00		
	Department Total: POLICE			300.00		
	CAFR Total:			300.00		

Department: STREETS & ROAD
Extd: STREETS & ROADS MAINTENANCE

3-01-26-290-000-218	STREETS & ROAD Contract.Serv.					
GUARD010	GUARDIAN PEST CONTROL	24-00810	SERVICES RENDERED DEC 2023	375.00	0.00	
	Extd Total: STREETS & ROADS MAINTENANCE			375.00		
	Department Total: STREETS & ROAD			375.00		

Attachment: Bill List 4-10-24 (2024-191 : Payment of Bills)

April 1, 2024
12:50 PM

CITY OF ASBURY PARK
Bill List By Budget Account

3.C.1.a
Page NO: 2

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: BUILDING & GND Extd: BUILDINGS & GROUNDS						
3-01-26-310-000-203	BUILDING & GND Misc. Hardware					
FERENT	FERGUSON ENTERPRISES INC.	23-00160	Blanket - Misc Plumbing	159.16	0.00	B
	Extd Total: BUILDINGS & GROUNDS			159.16		
	Department Total: BUILDING & GND			159.16		
	CAFR Total:			534.16		
Department: PUBLIC ASST Extd: SOCIAL SERVICES:						
3-01-27-345-000-218	SOCIAL SERVICES Contract Services					
VISNUR	VISITING NURSES ASSN. OF CENTR	24-00190	Nursing Services November 2023	7,167.00	0.00	
	Extd Total: SOCIAL SERVICES:			7,167.00		
	Department Total: PUBLIC ASST			7,167.00		
	CAFR Total:			7,167.00		
Department: RECREATION Extd: RECREATION SERVICES & PROGRAM						
3-01-28-370-000-290	RECREATION Programs/Activities					
IPLAY	IPLAY AMERICA, LLC	24-00147	INVOICE #61441A SUMMER CAMP 23	2,854.99	0.00	
	Extd Total: RECREATION SERVICES & PROGRAM			2,854.99		
	Department Total: RECREATION			2,854.99		
	CAFR Total:			2,854.99		
	Fund Total: CURRENT			41,261.59		
Fund: TRANSPORTATION UTILITY: BUDGET: Department: UTILITY OE Extd: TRANS.UTILITY O/E: OTHER EXPENSES:						
3-06-55-502-000-229	TRANSPORT. UTILITY OE JANITORIAL					
GUARD010	GUARDIAN PEST CONTROL	24-00810	SERVICES RENDERED DEC 2023	80.00	0.00	
	Extd Total: TRANS.UTILITY O/E: OTHER EXPENSES:			80.00		
	Department Total: UTILITY OE			80.00		
	CAFR Total:			80.00		
	Fund Total: TRANSPORTATION UTILITY: BUDGET:			80.00		
Fund: SEWER UTILITY: BUDGET: Department: UTILITY OE Extd: SEWER UTILITY O/E: OTHER EXPENSES:						
3-07-55-502-000-205	SEWER UTILITY O/E: Repairs					
MUNMAI	MUNICIPAL MAINTENANCE CO.	23-02803	Troubleshoot Primary Drive	1,420.00	0.00	
MUNMAI	MUNICIPAL MAINTENANCE CO.	23-03428	Primary Tank Panel Upgrade	1,930.00	0.00	
				3,350.00		

Attachment: Bill List 4-10-24 (2024-191 : Payment of Bills)

April 1, 2024
12:50 PM

CITY OF ASBURY PARK
Bill List By Budget Account

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
3-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
GUARD010	GUARDIAN PEST CONTROL	24-00810	SERVICES RENDERED DEC 2023	80.00	0.00	
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			3,430.00		
	Department Total: UTILITY OE			3,430.00		
Department: Reserve for ARP Funds						
Extd: Reserve for ARP Funds						
3-07-55-527-000-000	Reserve for ARP Funds					
CDMSM005	CDM SMITH INC.	23-00903	WWTP ASSISTANCE & VARIOUS	14,223.68	0.00	B
MUNMAI	MUNICIPAL MAINTENANCE CO.	23-02722	SUPPLY & INSTALL FAIRBANKS	63,595.50	0.00	
				77,819.18		
	Extd Total: Reserve for ARP Funds			77,819.18		
	Department Total: Reserve for ARP Funds			77,819.18		
	CAFR Total:			81,249.18		
	Fund Total: SEWER UTILITY: BUDGET:			81,249.18		
	Year Total:			122,590.77		
Fund: CURRENT						
Department: CENTRAL FUNCTIONS						
Extd: CENTRAL FUNCTIONS						
4-01-20-115-000-299	CENTRAL FUNCTIONS Misc.					
UNIPAR	UNITED PARCEL SERVICE, INC.	24-00875	Postage Invoice 98124	16.09	0.00	
	Extd Total: CENTRAL FUNCTIONS			16.09		
	Department Total: CENTRAL FUNCTIONS			16.09		
Department: MUNIC CLERK						
Extd: MUNICIPAL CLERK						
4-01-20-120-000-202	MUNICIPAL CLERK Office Supplies					
WBMASON	W.B.MASON CO., INC.	24-00463	Clerk's Office Supplies	431.93	0.00	
4-01-20-120-000-217	MUNICIPAL CLERK Ads&Promotion					
NJADV	NJ ADVANCE MEDIA LLC	24-00815	#10838289 Emergency Meeting	160.20	0.00	
GANNE005	GANNETT NEW YORK/NEW JERSEY	24-00840	#9931834 emergency meeting	73.72	0.00	
GANNE005	GANNETT NEW YORK/NEW JERSEY	24-00847	APP #9962815, #9962754	114.00	0.00	
GANNE005	GANNETT NEW YORK/NEW JERSEY	24-00871	#9961712 ord 2024-06 intro	56.56	0.00	
				404.48		
	Extd Total: MUNICIPAL CLERK			836.41		
	Department Total: MUNIC CLERK			836.41		
Department: FINANCE						
Extd: FINANCIAL ADMINISTRATION						
4-01-20-130-000-206	FINANCE Copier					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	24-00877	40051296 Contract Pmt 59 of 60	1,778.19	0.00	

Attachment: Bill List 4-10-24 (2024-191 : Payment of Bills)

April 1, 2024
12:50 PM

CITY OF ASBURY PARK
Bill List By Budget Account

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-01-20-130-000-206	FINANCE Copier		Continued			
MUNCAP	MUNICIPAL CAPITAL CORPORATION	24-00878	#40115602 Payment #8 of 60	1,808.87	0.00	
				3,587.06		
4-01-20-130-000-223	FINANCE Condo Reimbursements					
DEALL	DEAL LAKE VILLAGE GARDENS	24-00788	4th Q 2023 Trash Reimbursement	1,990.30	0.00	
611AS005	611 ASBURY AVENUE	24-00860	1st Q 2024 Trash Reimbursement	1,067.89	0.00	
				3,058.19		
	Extd Total: FINANCIAL ADMINISTRATION			6,645.25		
	Department Total: FINANCE			6,645.25		
Department: COMPUTER MIS						
Extd: COMPUTERIZED DATA PROCESSING						
4-01-20-140-000-219	COMPUTER DATA PROC. Equipment					
CDWGOV	CDW GOVERNMENT LLC	24-00559	Q#1CDC4B9 UEZ Admin RAM	38.19	0.00	
CDWGOV	CDW GOVERNMENT LLC	24-00560	Q#1CDC99D Construction Printer	212.82	0.00	
AMAZO005	AMAZON.COM SERVICES	24-00716	HDMI Hubs	156.44	0.00	
				407.45		
4-01-20-140-000-222	COMPUTER DATA PROC Software Lic.					
CDWGOV	CDW GOVERNMENT LLC	24-00709	Q#NSXS454 PDF Writer	562.25	0.00	
	Extd Total: COMPUTERIZED DATA PROCESSING			969.70		
	Department Total: COMPUTER MIS			969.70		
Department: TAX ASSESSOR						
Extd: TAX ASSESSOR						
4-01-20-150-000-209	TAX ASSESSOR Fees					
JALLO005	JALLOH & JALLOH, LLC	24-00808	INVOICE #10578 FEBRUARY 2024	8,347.68	0.00	
	Extd Total: TAX ASSESSOR			8,347.68		
	Department Total: TAX ASSESSOR			8,347.68		
Department: LEGAL SERVICES						
Extd: LEGAL SERVICES						
4-01-20-155-000-209	LEGAL SERVICES Fees					
DILW0005	DILWORTH PAXSON, LLP	24-00853	Invoice 600990 Redev. Counsel	612.00	0.00	
DILW0005	DILWORTH PAXSON, LLP	24-00888	Invoice 602063 General	2,731.50	0.00	
				3,343.50		
	Extd Total: LEGAL SERVICES			3,343.50		
	Department Total: LEGAL SERVICES			3,343.50		

Attachment: Bill List 4-10-24 (2024-191 : Payment of Bills)

April 1, 2024
12:50 PM

CITY OF ASBURY PARK
Bill List By Budget Account

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: ENGINEER SERV Extd: ENGINEERING SERVICES						
4-01-20-165-000-209	ENGINEERING SERVICES Fees					
TMASSO	T & M ASSOCIATES	24-00932	LAF460157 General Services	6,155.25	0.00	
	Extd Total: ENGINEERING SERVICES			6,155.25		
	Department Total: ENGINEER SERV			6,155.25		
	CAFR Total:			26,313.88		
Department: Planning Department Extd: Planning Department						
4-01-21-179-000-202	PLANNING DEPT. Office Supplies					
WBMASON	W.B.MASON CO., INC.	24-00765	Wall file for forms	16.16	0.00	
4-01-21-179-000-205	PLANNING DEPT. Ads					
THECOA	THE NEW COASTER, LLC	24-00825	PB & ZB PUBLIC NOTICE	59.76	0.00	
GANN005	GANNETT NEW YORK/NEW JERSEY	24-00900	#9962400 PUBLIC ARTS AD 3/19	40.72	0.00	
				100.48		
4-01-21-179-000-209	PLANNING DEPT. Planning Board Fees					
CLACAN	CLARKE CATON HINTZ PC	24-00936	PB & ZB PROF SVS CCH 2.24	180.00	0.00	
4-01-21-179-000-210	PLANNING DEPT. Zoning Board Fees					
CLACAN	CLARKE CATON HINTZ PC	24-00936	PB & ZB PROF SVS CCH 2.24	450.00	0.00	
	Extd Total: Planning Department			746.64		
	Department Total: Planning Department			746.64		
	CAFR Total:			746.64		
Department: CONST CODE Extd: CONSTRUCTION CODE OFFICIAL						
4-01-22-200-000-202	CONSTRUCTION CODE Office Supplies					
CRAPRI	CRAFTMASTER PRINTING, INC.	24-00673	UCC COUNTER FORMS	1,081.50	0.00	
	Extd Total: CONSTRUCTION CODE OFFICIAL			1,081.50		
	Department Total: CONST CODE			1,081.50		
	CAFR Total:			1,081.50		
Department: POLICE Extd: POLICE DEPARTMENT						
4-01-25-240-000-211	POLICE HR Testing					
INSPSY	INSTITUTE FOR FORENSIC	24-00841	INV #20074 EVALUATION NEW HIRE	1,800.00	0.00	
4-01-25-240-000-216	POLICE Supplies-Compu.					
CDWGOV	CDW GOVERNMENT LLC	24-00687	Q#1CDFZVL PD IT Supplies	569.91	0.00	
4-01-25-240-000-218	POLICE Contract.Serv.					
OPTIMUM	OPTIMUM	24-00903	#07866-182313-01-5 3/8 - 4/7	287.93	0.00	

Attachment: Bill List 4-10-24 (2024-191 : Payment of Bills)

April 1, 2024
12:50 PM

CITY OF ASBURY PARK
Bill List By Budget Account

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-01-25-240-000-218	POLICE Contract.Serv.		Continued			
THOWES THOMSON WEST CUSTOMER SERVICE	24-00904 #849820319 MARCH 2024			271.22	0.00	
				559.15		
4-01-25-240-000-222	POLICE Training					
BLOOD005 BLOODGOOD LAW ENFORCEMENT	24-00713 Case law training M. Hand 3/22			175.00	0.00	
MONCON MONMOUTH COUNTY POLICE ACADEMY	24-00905 #5002 Radar refresher course			100.00	0.00	
				275.00		
4-01-25-240-000-275	POLICE Traffic Maintenance					
CRAPRI CRAFTMASTER PRINTING, INC.	24-00692 taxi decals 2024			348.00	0.00	
4-01-25-240-000-276	POLICE: PAL Expenses					
CDWGOV CDW GOVERNMENT LLC	24-00709 Q#NSXS454 PDF Writer			224.90	0.00	
DEPEN005 DEPENDABILITEES	24-00811 #17532 PAL BASKETBALL SHIRTS &			104.00	0.00	
				328.90		
	Extd Total: POLICE DEPARTMENT			3,880.96		
	Department Total: POLICE			3,880.96		
Department: FIRE DEPT.						
Extd: FIRE DEPARTMENT						
4-01-25-265-000-255	FIRE DEPT. Revenue Guard Fees					
CORON005 CORONIS HEALTH RCM, LLC dba	24-00746 CHRCM13070 February 2024 Fees			1,914.06	0.00	
4-01-25-265-000-270	FIRE DEPT. Pest Control					
WESPES WESTERN PEST SERVICES	24-00812 INVOICE# 8881374 MARCH 2024			131.02	0.00	
4-01-25-265-000-298	FIRE DEPT. Special Operations					
ESIEQU ESI EQUIPMENT, INC.	24-00734 Quote#:E24-349 Annual Service			1,026.00	0.00	
	Extd Total: FIRE DEPARTMENT			3,071.08		
	Department Total: FIRE DEPT.			3,071.08		
	CAFR Total:			6,952.04		
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			207.65	0.00	B
FREFOR FREEHOLD FORD	24-00183 VARIOUS PARTS BLANKET			487.72	0.00	B
GPCNA091 GPC-NAPA AUTO PARTS	24-00382 VARIOUS PARTS BLANKET			31.62	0.00	B
GPCNA091 GPC-NAPA AUTO PARTS	24-00563 VARIOUS PARTS BLANKET			594.92	0.00	B
EASAUT EASTERN AUTOPARTS WAREHOUSE	24-00615 VARIOUS PARTS BLANKET			1,086.94	0.00	B
WETIMM W.E. TIMMERMAN COMPANY, INC.	24-00662 DPW ELGIN#32 PULLHANDLE LATCH			1,096.24	0.00	
EASAUT EASTERN AUTOPARTS WAREHOUSE	24-00702 VARIOUS PARTS BLANKET			4,977.53	0.00	B
WETIMM W.E. TIMMERMAN COMPANY, INC.	24-00750 DPW ELGIN DIRT SHOE ASSEMBLY			2,131.95	0.00	
METRO005 METRO HYDRAULIC JACK COMPANY	24-00751 DPW HYDRAULICJACK WHEELCASTORS			90.00	0.00	
METRO005 METRO HYDRAULIC JACK COMPANY	24-00848 DPW SHOP HYDROLIC JACK CASTERS			160.00	0.00	
TAYTOW TAYLOR'S TOWING	24-00912 #255025 DPW GARBAGE TRK#9			420.00	0.00	
				11,284.57		

Attachment: Bill List 4-10-24 (2024-191 : Payment of Bills)

April 1, 2024
12:50 PM

CITY OF ASBURY PARK
Bill List By Budget Account

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-01-26-290-000-205	STREETS & ROAD	Snowstorm Expenses				
GRAING	GRAINGER, INC.	24-00076	Snow Storm Supplies	978.25	0.00	B
MORSAL	MORTON SALT, INC.	24-00472	ROAD SALT BLANKET	5,765.36	0.00	B
				<u>6,743.61</u>		
4-01-26-290-000-209	STREETS & ROAD	Fees				
WARGEN	WARSHAUER GENERATOR, LLC	24-00869	INVOICE #93339 SERVICES 2/9/24	375.00	0.00	
4-01-26-290-000-215	STREETS & ROAD	Misc. Hardware				
THEHAR	THE HARDWARE STORE	24-00166	Misc Hardware	107.62	0.00	B
GRAING	GRAINGER, INC.	24-00167	Misc Hardware Purchased	632.94	0.00	B
				<u>740.56</u>		
4-01-26-290-000-218	STREETS & ROAD	Contract.Serv.				
SCHELE	SCHINDLER ELEVATOR CORP.	24-00844	#8106524307 4/1/24 - 6/30/24	497.33	0.00	
SECWOR	SECURITY WORLD INC.	24-00889	INV #62563 4/1/24 - 6/30/24	258.00	0.00	
QUENC005	QUENCH USA, INC.	24-00911	#INV07232427 APRIL 2024	38.05	0.00	
				<u>793.38</u>		
4-01-26-290-000-222	STREETS & ROAD	Training				
YVOADA	YVONNE ADAMS	24-00838	reimbursement hotel stay 3/6&7	169.20	0.00	
HARROC	HARD ROCK HOTEL & CASINO AC	24-00839	ROBERT BIANCHINI STAY 5/8 &5/9	270.00	0.00	
				<u>439.20</u>		
Extd Total: STREETS & ROADS MAINTENANCE				20,376.32		
Department Total: STREETS & ROAD				20,376.32		
Department: SOLID WASTE						
Extd: SOLID WASTE COLLECTION						
4-01-26-305-000-209	SOLID WASTE	Fees				
DELDEM	DELISA DEMOLITION, INC.	24-00807	#289684 & 289685 CONSTR DEBRIS	2,454.85	0.00	
DELDEM	DELISA DEMOLITION, INC.	24-00864	#289879 TRASH FEES 3/1 - 3/15	29,029.34	0.00	
				<u>31,484.19</u>		
4-01-26-305-000-218	SOLID WASTE	Contract.Serv.				
DELDEM	DELISA DEMOLITION, INC.	24-00854	#293188 APRIL 2024	47,083.30	0.00	
Extd Total: SOLID WASTE COLLECTION				78,567.49		
Department Total: SOLID WASTE				78,567.49		
Department: BUILDING & GND						
Extd: BUILDINGS & GROUNDS						
4-01-26-310-000-203	BUILDING & GND	Misc. Hardware				
ATLLOK	ATLANTIC LOCK & SAFE	24-00165	Misc Keys	140.00	0.00	B
4-01-26-310-000-204	BUILDING & GND	Building Supplies				
FOUND010	FOUNDATION BUILDING MATERIALS	24-00568	Cortega 20"x60" Ceiling Tiles	624.00	0.00	

Attachment: Bill List 4-10-24 (2024-191 : Payment of Bills)

April 1, 2024
12:50 PM

CITY OF ASBURY PARK
Bill List By Budget Account

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-01-26-310-000-218	BUILDING & GND Contract.Serv.					
JCJEL005 JCJ ELEVATOR INSPECTIONS LLC		24-00670	elevator maint.DPW & City Hall	465.00	0.00	
	Extd Total: BUILDINGS & GROUNDS			1,229.00		
	Department Total: BUILDING & GND			1,229.00		
	CAFR Total:			100,172.81		
Department: PUBLIC ASST						
Extd: SOCIAL SERVICES:						
4-01-27-345-000-202	SOCIAL SERVICES Office Supplies					
WBMASON W.B.MASON CO., INC.		24-00758	Office Supplies	76.17	0.00	
4-01-27-345-000-208	SOCIAL SERVICES Events					
SHORIT SAKER SHOPRITE, INC.		24-00387	Refreshments for meeting DCP&P	99.52	0.00	
4-01-27-345-000-213	SOCIAL SERVICES Client Assistance					
SHORIT SAKER SHOPRITE, INC.		24-00489	food for clients NTE \$100.00	108.14	0.00	
	Extd Total: SOCIAL SERVICES:			283.83		
	Department Total: PUBLIC ASST			283.83		
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
4-01-27-350-000-210	SENIOR CENTER Classes					
BODYB005 BODY BY BEY		24-00189	FIRST QUARTER 2024 BLANKET PO	300.00	0.00	B
THECO010 THE COMMUNITY ENGAGEMENT		24-00266	Blanket Jan, Feb & March 2024	200.00	0.00	B
				500.00		
	Extd Total: SENIOR CENTER			500.00		
	Department Total: SENIOR CENTER			500.00		
	CAFR Total:			783.83		
Department: LIGHTING						
Extd: LIGHT, HEAT, POW						
4-01-31-435-435-299	LIGHT, HEAT & POWER Misc.					
NJNATU N.J. NATURAL GAS CO.		24-00870	Various Accounts 2/15-3/14	11,673.87	0.00	
	Extd Total: LIGHT, HEAT, POW			11,673.87		
Extd: STREET/TRAFFIC						
4-01-31-435-436-299	STREET&TRAFFIC LIGHTING Misc.					
JCPL JCPL		24-00861	Various Accounts 2/20-3/19	19,550.02	0.00	
JCPL JCPL		24-00885	Various Accounts 2/23-3/25	237.15	0.00	
				19,787.17		
	Extd Total: STREET/TRAFFIC			19,787.17		
	Department Total: LIGHTING			31,461.04		

Attachment: Bill List 4-10-24 (2024-191 : Payment of Bills)

April 1, 2024
12:50 PM

CITY OF ASBURY PARK
Bill List By Budget Account

3.C.1.a
Page No. 5

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: TELEPHONE						
Extd: TELEPHONE						
4-01-31-440-000-299	TELEPHONE Misc.					
ATLLC	AT&T MOBILITY LLC	24-00837	#287284651437 2/12-3/11	3,237.73	0.00	
ATLLC	AT&T MOBILITY LLC	24-00883	#287315151017 2/12-3/11	837.73	0.00	
ATLLC	AT&T MOBILITY LLC	24-00884	#287284936037 2/12-3/11	1,034.00	0.00	
				5,109.46		
	Extd Total: TELEPHONE			5,109.46		
	Department Total: TELEPHONE			5,109.46		
Department: GASOLINE						
Extd: GASOLINE						
4-01-31-460-000-299	GASOLINE Misc.					
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	24-00842	#460755 DIESEL FUEL 3/13/24	2,774.04	0.00	
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	24-00890	#466677 UNLEADED FUEL 3/19/24	9,240.30	0.00	
				12,014.34		
	Extd Total: GASOLINE			12,014.34		
	Department Total: GASOLINE			12,014.34		
	CAFR Total:			48,584.84		
Department: MUNIC COURT						
Extd: MUNICIPAL COURT						
4-01-43-490-000-247	MUNIC COURT Leases					
IMPTEC	IMPACT TECHNOLOGY SOLUTIONS	24-00824	INV #24-74440 ANNUAL SERVICE	875.00	0.00	
	Extd Total: MUNICIPAL COURT			875.00		
	Department Total: MUNIC COURT			875.00		
	CAFR Total:			875.00		
	Fund Total: CURRENT			185,510.54		
Fund: BEACH						
Department: UTILITY OE						
Extd: BEACH UTILITY O/E: OTHER EXPENSES:						
4-05-55-502-000-212	BEACH UTILITY O/E: Misc. Hardware					
GRAING	GRAINGER, INC.	24-00827	American Standard Urinal	167.63	0.00	
4-05-55-502-000-213	BEACH UTILITY O/E: Motor Vehicle					
AKEQU005	A&K EQUIPMENT COMPANY INC.	24-00918	#63142 DIRECTIONAL BEACH ATV'S	509.70	0.00	
4-05-55-502-000-218	BEACH UTILITY O/E: Tools					
OPTIMUM	OPTIMUM	24-00892	#07866-197754-01-4 3/15 - 4/14	119.40	0.00	

Attachment: Bill List 4-10-24 (2024-191 : Payment of Bills)

April 1, 2024
12:50 PM

CITY OF ASBURY PARK
Bill List By Budget Account

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-05-55-502-000-225	UTILITY OE Engineering Fees					
TMASSO	T & M ASSOCIATES	24-00509	NJDEP BEACH & DUNES MAINTENANC	10,003.50	0.00	B
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			10,800.23		
	Department Total: UTILITY OE			10,800.23		
	CAFR Total:			10,800.23		
	Fund Total: BEACH			10,800.23		
Fund:	TRANSPORTATION UTILITY: BUDGET:					
Department:	UTILITY OE					
Extd:	TRANS.UTILITY O/E: OTHER EXPENSES:					
4-06-55-502-000-202	TRANS.UTILITY O/E: Office Supplies					
GRAING	GRAINGER, INC.	24-00620	Bolts and Cleaner	205.53	0.00	
4-06-55-502-000-206	TRANS.UTILITY O/E: Electronic Equip.					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	24-00877	40051296 Contract Pmt 59 of 60	161.68	0.00	
4-06-55-502-000-207	TRANS.UTILITY O/E: Internet					
OPTIMUM	OPTIMUM	24-00873	07866-196915-01-3 3/15 -4/14	187.40	0.00	
4-06-55-502-000-208	TRANS.UTILITY O/E: Parking Permits					
PASPOR	PASSPORT LABS, INC.	24-00836	INV1044093Passport Permit Fees	953.50	0.00	
4-06-55-502-000-213	TRANS.UTILITY O/E: Mobile App Fees					
PARKM005	PARKMOBILE USA, LLC	24-00855	INV940010 Parkmobile 2/24 Fees	7,076.00	0.00	
PAYBY005	PAYBYPHONE US, INC.	24-00857	INVUS638 PayByPhone 2/24 Fees	101.65	0.00	
				7,177.65		
4-06-55-502-000-215	TRANS.UTILITY O/E: Software License					
PASPOR	PASSPORT LABS, INC.	24-00846	Annual Enforcement Software	5,741.28	0.00	
4-06-55-502-000-220	TRANS.UTILITY O/E: Utilities					
NJNATU	N.J. NATURAL GAS CO.	24-00880	#22-022-3490-85 2/14-3/14	42.00	0.00	
	Extd Total: TRANS.UTILITY O/E: OTHER EXPENSES:			14,469.04		
	Department Total: UTILITY OE			14,469.04		
	CAFR Total:			14,469.04		
	Fund Total: TRANSPORTATION UTILITY: BUDGET:			14,469.04		
Fund:	SEWER UTILITY: BUDGET:					
Department:	UTILITY OE					
Extd:	SEWER UTILITY O/E: OTHER EXPENSES:					
4-07-55-502-000-202	SEWER UTILITY O/E: Hardware/Tools					
JEMIND	JEM INDUSTRIAL SERVICES, INC.	24-00737	BioHazard Gloves	735.60	0.00	
4-07-55-502-000-204	SEWER UTILITY O/E: Office Supplies					
GANNE005	GANNETT NEW YORK/NEW JERSEY	24-00882	RFP MICROMOBILITY CONCESSION	125.64	0.00	
4-07-55-502-000-205	SEWER UTILITY O/E: Repairs					
RJPHO005	RJP HOTSYS LLC	24-00480	INV#7133 2/23/24 SERVICE CALL	370.00	0.00	

Attachment: Bill List 4-10-24 (2024-191 : Payment of Bills)

April 1, 2024
12:50 PM

CITY OF ASBURY PARK
Bill List By Budget Account

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-07-55-502-000-205	SEWER UTILITY O/E: Repairs		Continued			
PILELE	PILOT ELECTRIC COMPANY, INC.	24-00803	Main Sludge Pump Repair	2,296.80	0.00	
				2,666.80		
4-07-55-502-000-209	SEWER UTILITY O/E: Fees					
TREREV	TREASURER STATE OF NEW JERSEY	24-00924	#240169210 Air Permit Renewal	885.00	0.00	
4-07-55-502-000-211	SEWER UTILITY O/E: Light & Power					
NJNATU	N.J. NATURAL GAS CO.	24-00870	Various Accounts 2/15-3/14	7,633.63	0.00	
4-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	24-00877	40051296 Contract Pmt 59 of 60	82.58	0.00	
4-07-55-502-000-230	SEWER UTILITY O/E: Hypochlorite					
UNIVAR	UNIVAR SOLUTIONS USA, INC.	24-00939	INVOICE #51969659 MARCH 2024	5,941.98	0.00	
4-07-55-502-000-231	SEWER UTILITY O/E: Lab Supplies					
ERAINC	ENVIRONMENTAL RESOURCE ASSOC.	24-00768	Lab Test Kit (DEP Requirement)	310.21	0.00	
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			18,381.44		
	Department Total: UTILITY OE			18,381.44		
Department:	SEWER ACCTS.PAYABLE					
Extd:	SEWER ACCTS.PAYABLE					
4-07-55-526-000-000	SEWER ACCTS.PAYABLE					
TMASSO	T & M ASSOCIATES	22-00452	MEMORIAL DR SEWER REPLACEMENT	113.05	0.00	B
	Extd Total: SEWER ACCTS.PAYABLE			113.05		
	Department Total: SEWER ACCTS.PAYABLE			113.05		
	CAFR Total:			18,494.49		
	Fund Total: SEWER UTILITY: BUDGET:			18,494.49		
	Year Total:			229,274.30		
Fund:	GENERAL CAPITAL FUND BUDGET:					
Extd:	Ord. 2017-2 Various Capital Improvements					
C-04-55-998-169-001	Various Road Improvements					
SBROT005	S BROTHERS INC.	23-02432	2022 ROADWAY IMPROVEMENTS	206,428.31	0.00	B
	Extd Total: Ord. 2017-2 Various Capital Improvements			206,428.31		
Extd:	Odr. 2018-57 Acq. of Real Property FH					
C-04-55-998-176-001	Section 20 Costs					
SHOPOI	SHORE POINT ARCHITECTURE, PA	21-01208	ENGINEERING SERVICES NEW FIRE	8,614.63	0.00	B
TMASSO	T & M ASSOCIATES	23-01422	FIRE HEADQUARTERS CONSTRUCTION	19,529.60	0.00	B

Attachment: Bill List 4-10-24 (2024-191 : Payment of Bills)

April 1, 2024
12:50 PM

CITY OF ASBURY PARK
Bill List By Budget Account

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
C-04-55-998-176-001	Section 20 Costs		Continued			
TMASSO T & M ASSOCIATES		24-00322	LSRP SERVICES FD HEADQUARTERS	3,003.00	0.00	B
				31,147.23		
	Extd Total: Odr. 2018-57 Acq. of Real Property FH			31,147.23		
	Department Total:			237,575.54		
	CAFR Total:			237,575.54		
	Fund Total: GENERAL CAPITAL FUND BUDGET:			237,575.54		
Fund:	PARKING CAPITAL					
Department:	Ord. 2020-8 Memorial Drive Paving					
Extd:	Ord. 2020-8 Memorial Drive Paving					
C-09-17-906-000-901	Section 20 Costs					
TMASSO T & M ASSOCIATES		20-03383	Reso 2020-303 Memorial Dr.	5,041.59	0.00	B
C-09-17-906-000-903	DOT Grant					
LUCBRO LUCAS BROTHERS, INC.		22-03390	MEMORIAL DRIVE IMPROVEMENTS	81,916.98	0.00	B
	Extd Total: Ord. 2020-8 Memorial Drive Paving			86,958.57		
	Department Total: Ord. 2020-8 Memorial Drive Paving			86,958.57		
Department:	Ord. 2022-8 Various Rd. Improvements					
Extd:	Ord. 2022-8 Various Rd. Improvements					
C-09-17-909-000-904	Section 20 Costs					
TMASSO T & M ASSOCIATES		22-01654	MONROE, COMSTOCK & EIGHT ROADS	35,803.10	0.00	B
	Extd Total: Ord. 2022-8 Various Rd. Improvements			35,803.10		
	Department Total: Ord. 2022-8 Various Rd. Improvements			35,803.10		
	CAFR Total:			122,761.67		
	Fund Total: PARKING CAPITAL			122,761.67		
	Year Total:			360,337.21		
Fund:	GRANT FUND BUDGET:					
G-02-43-907-019-200	Mental Health Grant					
HOMDRU HOME DRUG PHARMACY		19-03515	Medication for Clients 2019-20	40.00	0.00	B
	Extd Total:			40.00		
	Department Total:			40.00		
G-02-43-956-022-213	Safe Routes to Transit Grant					
TMASSO T & M ASSOCIATES		22-02806	SAFE ROUTES TO TRANSIT	1,542.00	0.00	B
G-02-43-956-022-214	NJ DOT Asbury Ave. Bikeway Project					
TMASSO T & M ASSOCIATES		23-03019	ASBURY AVE BIKEWAY IMPROVEMENT	15,281.79	0.00	B
G-02-43-956-022-217	Opioid Settlement Funds					
TOSSOL TOSHIBA BUSINESS SOLUTION		24-00703	ID Printer and program	5,174.00	0.00	
	Extd Total:			21,997.79		
	Department Total:			21,997.79		

Attachment: Bill List 4-10-24 (2024-191 : Payment of Bills)

April 1, 2024
12:50 PM

CITY OF ASBURY PARK
Bill List By Budget Account

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
G-02-43-978-023-200	UEZ Workforce Development					
THEEK005 THEE KINGDOM KOMB, LLC		24-00777	Pay period 1/21/24-2/3/24	143.00	0.00	
	Extd Total:			143.00		
	Department Total:			143.00		
	CAFR Total:			22,180.79		
	Fund Total: GRANT FUND BUDGET:			22,180.79		
	Year Total:			22,180.79		
Fund:	COMMUNITY DEVELOPMENT BLK GRANT BUDGET:					
Extd:	2023 CDBG 23-MC-34-0100					
T-17-82-850-850-001	2023 Administration					
CRAPRI CRAFTMASTER PRINTING, INC.		24-00795	Additional Easter Lawn Signs	160.00	0.00	
	Extd Total: 2023 CDBG 23-MC-34-0100			160.00		
	Department Total:			160.00		
	CAFR Total:			160.00		
	Fund Total: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:			160.00		
Fund:	TRUST OTHER					
Department:	UEZ Funds					
Extd:	UEZ Funds					
T-20-56-861-000-001	UEZ and Sold In Asbury					
KIVVI005 KIVVIT		24-00922	INV #24692 MADE & SOLD IN A.P.	62,416.00	0.00	
T-20-56-861-000-002	UEZ Employee Retention Program					
THEEK005 THEE KINGDOM KOMB, LLC		24-00778	Pay period 2/4/24-2/17/24	277.56	0.00	
	Extd Total: UEZ Funds			62,693.56		
	Department Total: UEZ Funds			62,693.56		
	CAFR Total:			62,693.56		
	Fund Total: TRUST OTHER			62,693.56		
Fund:	PLANNING & ZONING ESCROW FUND BUDGET:					
CAFR:	PLANNING & ZONING ESCROW FUND BUDGET:					
T-21-00-169-000-299	1201 BRIDGE ST.(PETER GAYLORD)					
CLACAN CLARKE CATON HINTZ PC		24-00936	PB & ZB PROF SVS CCH 2.24	37.50	0.00	
	Extd Total:			37.50		
	Department Total:			37.50		
T-21-00-498-000-299	704 4TH AVE(13 GRAND POINT WAY, LLC)					
CLACAN CLARKE CATON HINTZ PC		24-00936	PB & ZB PROF SVS CCH 2.24	112.50	0.00	
	Extd Total:			112.50		
	Department Total:			112.50		
T-21-00-526-000-299	527 BANGS-INSPECTIONS (PEARLBUD REALTY)					
TMASSO T & M ASSOCIATES		24-00935	LAF460159 Pearlebud Realty	570.50	0.00	

Attachment: Bill List 4-10-24 (2024-191 : Payment of Bills)

April 1, 2024
12:50 PM

CITY OF ASBURY PARK
Bill List By Budget Account

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-526-000-299 CLACAN CLARKE CATON	527 BANGS-INSPECTIONS (PEARLBUD REALTY) Continued HINTZ PC	24-00936	PB & ZB PROF SVS CCH 2.24	1,162.50 1,733.00	0.00	
	Extd Total:			1,733.00		
	Department Total:			1,733.00		
T-21-00-543-000-299 CLACAN CLARKE CATON	531 COOKMAN AVE(ISABELLA/ASBURY ALE HSE) HINTZ PC	24-00936	PB & ZB PROF SVS CCH 2.24	150.00	0.00	
	Extd Total:			150.00		
	Department Total:			150.00		
T-21-00-550-000-299 CLACAN CLARKE CATON	115 4TH/1209 OCEAN/150 5TH(SOMERSET AP) HINTZ PC	24-00936	PB & ZB PROF SVS CCH 2.24	1,160.40	0.00	
	Extd Total:			1,160.40		
	Department Total:			1,160.40		
T-21-00-556-000-299 CLACAN CLARKE CATON	300 6TH AVENUE(JAMES DUNN) HINTZ PC	24-00936	PB & ZB PROF SVS CCH 2.24	1,147.50	0.00	
	Extd Total:			1,147.50		
	Department Total:			1,147.50		
T-21-00-573-000-299 CLACAN CLARKE CATON	205 KINGSLEY/205 SUNSET(PHM SUNSET SQ.) HINTZ PC	24-00936	PB & ZB PROF SVS CCH 2.24	825.00	0.00	
	Extd Total:			825.00		
	Department Total:			825.00		
T-21-00-577-000-299 CLACAN CLARKE CATON	201 MEMORIAL/900 MATTISON(CONCRETE PROP) HINTZ PC	24-00936	PB & ZB PROF SVS CCH 2.24	603.69	0.00	
	Extd Total:			603.69		
	Department Total:			603.69		
T-21-00-578-000-299 CLACAN CLARKE CATON	911 KINGSLEY ST(PORTA AT ASBURY,LLC) HINTZ PC	24-00936	PB & ZB PROF SVS CCH 2.24	330.00	0.00	
	Extd Total:			330.00		
	Department Total:			330.00		
T-21-00-588-000-299 CLACAN CLARKE CATON	115-117 ATKINS AVE(INTERFAITH NEIGHBORS) HINTZ PC	24-00936	PB & ZB PROF SVS CCH 2.24	150.00	0.00	
	Extd Total:			150.00		
	Department Total:			150.00		

Attachment: Bill List 4-10-24 (2024-191 : Payment of Bills)

April 1, 2024
12:50 PM

CITY OF ASBURY PARK
Bill List By Budget Account

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-597-000-299 TMASSO T & M ASSOCIATES	407 LAKE AVE(INSP.FEES)(TOLL BROS.INC.)	24-00941	LAF460160 Toll Brothers	942.00	0.00	
	Extd Total:			942.00		
	Department Total:			942.00		
T-21-00-598-000-299 CLACAN CLARKE CATON HINTZ PC	138,140 & 144 BORDEN(SAVVY INVESTOR,LLC)	24-00936	PB & ZB PROF SVS CCH 2.24	341.19	0.00	
	Extd Total:			341.19		
	Department Total:			341.19		
T-21-00-599-000-299 CLACAN CLARKE CATON HINTZ PC	614 COOKMAN AVE(ASBURY PARK BREWERY,LLC)	24-00936	PB & ZB PROF SVS CCH 2.24	232.38	0.00	
	Extd Total:			232.38		
	Department Total:			232.38		
T-21-00-604-000-299 CLACAN CLARKE CATON HINTZ PC	1510 3RD AVENUE(EILEEN HASKOPUOLOS)	24-00936	PB & ZB PROF SVS CCH 2.24	232.37	0.00	
	Extd Total:			232.37		
	Department Total:			232.37		
T-21-00-606-000-299 CLACAN CLARKE CATON HINTZ PC	637/701 LAKE AVE(INSP.FEES)(DOUGLAS DEV)	24-00936	PB & ZB PROF SVS CCH 2.24	577.50	0.00	
	Extd Total:			577.50		
	Department Total:			577.50		
	CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET:			8,575.03		
	Fund Total: PLANNING & ZONING ESCROW FUND BUDGET:			8,575.03		
Fund:	CITY OF ASBURY PARK REDEVELOPMENT ESCROW					
T-48-56-850-000-842 MARFAL MARAZITI FALCON, LLP	iSTAR-BLK 4001(AP BLK 4001 VENTURE, LLC)	24-00826	PROFESSIONAL SERVICES RENDERED	2,957.50	0.00	
T-48-56-850-000-855 DILW005 DILWORTH PAXSON, LLP	1401 KINGSLEY/205 SUNSET(PHM SUNSET SQ.)	24-00888	Invoice 602063 General	164.50	0.00	
T-48-56-850-000-856 DILW005 DILWORTH PAXSON, LLP	1012 ASBURY AVE(SHARED EQUITIES CO.,LLC)	24-00853	Invoice 600990 Redev. Counsel	94.00	0.00	
T-48-56-850-000-857 MARFAL MARAZITI FALCON, LLP	201 6TH/KINGLSEY(AP LUXURY APTS.&RESORT)	24-00826	PROFESSIONAL SERVICES RENDERED	8,840.00	0.00	
T-48-56-850-000-864 DILW005 DILWORTH PAXSON, LLP	701 EMORY STREET(JET RED AP, LLC)	24-00888	Invoice 602063 General	376.00	0.00	
T-48-56-850-000-871 DILW005 DILWORTH PAXSON, LLP	1106 MAIN STREET(MERCY CENTER CORP.)	24-00888	Invoice 602063 General	654.50	0.00	

Attachment: Bill List 4-10-24 (2024-191 : Payment of Bills)

Budget Account	Description					
Vendor		P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-48-56-850-000-874	MM BOARDWALK(MADISON MARQUETTE,LLC)					
MARFAL MARAZITI FALCON, LLP		24-00826	PROFESSIONAL SERVICES RENDERED	6,272.50	0.00	
	Extd Total:			19,359.00		
	Department Total:			19,359.00		
	CAFR Total:			19,359.00		
	Fund Total: CITY OF ASBURY PARK REDEVELOPMENT ESCROW			19,359.00		
	Year Total:			90,787.59		
Total Charged Lines:	297	Total List Amount:	825,170.66	Total Void Amount:	0.00	

Totals by Year-Fund							
Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
CURRENT	3-01	41,261.59	0.00	41,261.59	0.00	0.00	41,261.59
TRANSPORTATION UT	3-06	80.00	0.00	80.00	0.00	0.00	80.00
SEWER UTILITY: BU	3-07	<u>81,249.18</u>	<u>0.00</u>	<u>81,249.18</u>	<u>0.00</u>	<u>0.00</u>	<u>81,249.18</u>
Year Total:		122,590.77	0.00	122,590.77	0.00	0.00	122,590.77
CURRENT	4-01	185,510.54	0.00	185,510.54	0.00	0.00	185,510.54
BEACH	4-05	10,800.23	0.00	10,800.23	0.00	0.00	10,800.23
TRANSPORTATION UT	4-06	14,469.04	0.00	14,469.04	0.00	0.00	14,469.04
SEWER UTILITY: BU	4-07	<u>18,494.49</u>	<u>0.00</u>	<u>18,494.49</u>	<u>0.00</u>	<u>0.00</u>	<u>18,494.49</u>
Year Total:		229,274.30	0.00	229,274.30	0.00	0.00	229,274.30
GENERAL CAPITAL F	C-04	237,575.54	0.00	237,575.54	0.00	0.00	237,575.54
PARKING CAPITAL	C-09	<u>122,761.67</u>	<u>0.00</u>	<u>122,761.67</u>	<u>0.00</u>	<u>0.00</u>	<u>122,761.67</u>
Year Total:		360,337.21	0.00	360,337.21	0.00	0.00	360,337.21
GRANT FUND BUDGET	G-02	22,180.79	0.00	22,180.79	0.00	0.00	22,180.79
COMMUNITY DEVELOP	T-17	160.00	0.00	160.00	0.00	0.00	160.00
TRUST OTHER	T-20	62,693.56	0.00	62,693.56	0.00	0.00	62,693.56
PLANNING & ZONING	T-21	8,575.03	0.00	8,575.03	0.00	0.00	8,575.03
CITY OF ASBURY PA	T-48	<u>19,359.00</u>	<u>0.00</u>	<u>19,359.00</u>	<u>0.00</u>	<u>0.00</u>	<u>19,359.00</u>
Year Total:		90,787.59	0.00	90,787.59	0.00	0.00	90,787.59
Total of All Funds:		<u>825,170.66</u>	<u>0.00</u>	<u>825,170.66</u>	<u>0.00</u>	<u>0.00</u>	<u>825,170.66</u>

Attachment: Bill List 4-10-24 (2024-191 : Payment of Bills)

April 10, 2024 Council Meeting:

Balance Brought Forward from Total List Amount	825,170.66
Action Yamaha (PO 23-01951) ATV's	<u>30,258.00</u>
	<u>\$ 855,428.66</u>



RESOLUTION NO. 2024-192

**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 April 10, 2024 the following Special Events Applications were presented for approval by the Director of Recreation:

1. AP Little League Opening Day
2. Serve 24
3. Open Heaven Music Fest
4. Mind Travel Silent Concert
5. Weddings:
 - 11/2
 - 9/8
 - 9/1
 - 8/1

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.

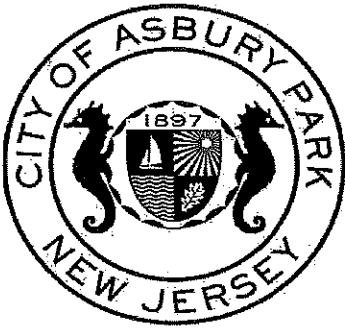
NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey, that all the above referenced Special Events Applications are hereby approved, so long as all requirements of the City's "Special Events" Ordinance (Section 4-10 of the 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. 2024-192 which was finally adopted by the City Council at a meeting held on the 10th day of April, 2024

CERTIFIED BY ME THIS 11th DAY OF April, 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.floyd@cityofasburypark.com (732-502-5759) or mailed to the Department of Special Events 1 Municipal Plaza Asbury Park, NJ 07712 Attn: Leesha Floyd.

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

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

Date of Event: APRIL 13, 2024 Rain Date: APRIL 20, 2024
 Time of Event: 11 AM to 12 PM Setup time: 10 AM Break-down time: 12 PM
 Name of Event: Asbury Park Little League Opening Day
 Location of Event: STARTS AT - CONVENTION HALL & 5th AVE

Type of Event (check all that apply):

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

*Wedding applicants only need to complete page 6.



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

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

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

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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: 7/13/24 Rain Date: 7/20/24
 Time of Event: 10 am to 2:30 pm Setup time: 7 am Break-down time: 4 pm
 Name of Event: Seve 24
 Location of Event: Springwood Park

Type of Event (check all that apply):

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

Other: Community Outreach



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

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

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

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

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

Date of Event: August 24, 2024 Rain Date: _____

Time of Event: 2:00 PM to 9:00 PM Setup time: 8:00 AM Break-down time: 9:00 PM

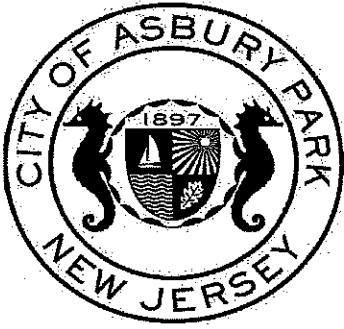
Name of Event: Open Heaven Musicfest: The Fest

Location of Event: Bradley Park

Type of Event (check all that apply):

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

*Wedding applicants only need to complete page 6.



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

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

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

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- 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: Sunday, June 16th & Sunday, Aug 4th 2024 Rain Date: _____

Time of Event: 7:30pm to 9:30pm Setup time: 2pm-7:00pm Break-down

time: 9:30pm-12am Name of Event: MindTravel Live-to-Headphone 'Silent' Piano Concert

Location of Event: 6th Avenue Beach

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

*Wedding applicants only need to complete page 6.



Wedding Ceremony Application

Park/Beach Rental Fee (nonrefundable): \$500.00 (for up to 3 hours of use) \$700.00 (for 3-8 hours of use)
Make checks payable to "The City of Asbury Park" 1 Municipal Plaza AP, NJ 07712 Attn: Leesha Floyd

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

- A certificate of insurance naming the City of Asbury Park (1 Municipal Plaza Asbury Park, NJ 07712) as an additionally insured in the amount of one million dollars. (If you are a homeowner, some insurance companies will allow you to add a one day rider to your home insurance policy or a one day policy can be purchased from any insurance company. Insurance policies must be provided 10 day prior to the ceremony)
- Alcohol is prohibited on City beaches
- Firework displays are prohibited w/o pre-approval from the City & proper documentation being provided to the City
- Applications and fees must be received by the Special Events Department 30 days prior to your event

Wedding Date: 11/2/24 Ceremony start time: 11am End time: 11:30am
Setup time: 9:30am (breakdown and cleanup must be within 2 hours of the conclusion of the ceremony)
Location of Ceremony: 5th Ave Beach

☐ YES ☐ NO Will reserved parking spaces be requested? If so, how many spaces _____
where _____. Please visit www.cityofasburypark.com to purchase parking spaces (waterfront spaces cannot be reserved between Memorial Day & Labor Day)

Applicant 1- Name & Address: Alyssa Zygmunt

Contact #: _____ Email Address: azygmunt

Applicant 2- Name & Address: Delesky + mogilski wr

Contact #: _____ Email Address: _____

of people in wedding party: _____ # of people attending wedding: _____

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

- ☐ Pa system
☐ Archway

- ☒ Chairs
☐ Canopy/tent (if larger than 30x30, a permit is required)

☐ Other structures:

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

Alyssa Zygmunt
Signature of Applicant 1 or 2

Date 3/20/24

Attachment: cm 41024 (2024-192 : Special Event Applications)



Wedding Ceremony Application

Park/Beach Rental Fee (nonrefundable): \$500.00 (for up to 3 hours of use) \$700.00 (for 3-6 hours of use)
Make checks payable to "The City of Asbury Park" 1 Municipal Plaza AP, NJ 07712 Attn: Leesha Floyd

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

- A certificate of insurance naming the City of Asbury Park (1 Municipal Plaza Asbury Park, NJ 07712) as an additionally insured in the amount of one million dollars. (If you are a homeowner, some insurance companies will allow you to add a one day rider to your home insurance policy or a one day policy can be purchased from any insurance company. Insurance policies must be provided 10 day prior to the ceremony)
- Alcohol is prohibited on City beaches
- Firework displays are prohibited w/o pre-approval from the City & proper documentation being provided to the City
- Applications and fees must be received by the Special Events Department 30 days prior to your event

Wedding Date: 9/8/24 Ceremony start time: 11:30am End time: 12pm
Setup time: 10am (breakdown and cleanup must be within 2 hours of the conclusion of the ceremony)
Location of Ceremony: 5th Avenue Beach

☐ YES ☐ NO Will reserved parking spaces be requested? If so, how many spaces _____
where _____. Please visit www.cityofasburypark.com to purchase parking spaces (waterfront spaces cannot be reserved between Memorial Day & Labor Day)

Applicant 1- Name & Address: Alyssa Zugmunt

Contact #: _____ Email Address: azugmunt@mcloones.com

Applicant 2- Name & Address: Danvella Barquet + Jaime Diaz

Contact #: _____ Email Address: _____

of people in wedding party: _____ # of people attending wedding: _____

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

- ☐ Pa system
☐ Archway

- ☒ Chairs
☐ Canopy/tent (if larger than 30x30, a permit is required)

☐ Other structures:

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

Signature of Applicant 1 or 2

Date

3/10/24

Attachment: cm 41024 (2024-192 : Special Event Applications)



Wedding Ceremony Application

Park/Beach Rental Fee (nonrefundable): \$500.00 (for up to 3 hours of use) \$700.00 (for 3-8 hours of use)

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

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

- A certificate of insurance naming the City of Asbury Park (1 Municipal Plaza Asbury Park, NJ 07712) as an additional insured in the amount of one million dollars. (If you are a homeowner, some insurance companies will allow you to add a one day rider to your home insurance policy or a one day policy can be purchased from any insurance company. Insurance policies must be provided 10 day prior to the ceremony)
- Alcohol is prohibited on City beaches
- Firework displays are prohibited w/o pre-approval from the City & proper documentation being provided to the City
- Applications and fees must be received by the Special Events Department 30 days prior to your event

Wedding Date: 9/1/2024 Ceremony start time: 4pm End time: 5pm
 Setup time: 3pm (breakdown and cleanup must be within 2 hours of the conclusion of the ceremony)
 Location of Ceremony: St John's Island

☒ YES ☐ NO Will reserved parking spaces be requested? If so, how many spaces 4
 where 500 Block 5th Ave, North Side. Please visit www.cityofasburypark.com to purchase parking spaces (waterfront spaces cannot be reserved between Memorial Day & Labor Day)

Applicant 1- Name & Address: PATRICK CARZONE
1306 2nd AVE, ASBURY PARK, NJ 07712
 Contact #: 108 692 8838 Email Address: PATRICK.CARZONE@GMAIL.COM

Applicant 2- Name & Address: CHRISTOPHER RODRIGUES
1306 2nd AVE, ASBURY PARK, NJ 07712
 Contact #: 908 328 7679 Email Address: CHRISTOPHER.B.RODRIGUES@GMAIL.COM

of people in wedding party: 6 # of people attending wedding: 70

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

- ☒ Pa system
☐ Archway

- ☒ Chairs
☒ Canopy/tent (if larger than 30x30, a permit is required)

☐ Other structures:

I understand and agree by applying for this permit I am responsible for the conduct of attendees, and that any violation of the rules can result in the immediate termination of your event. I also understand that I am responsible for the cleanup

Attachment: cm 41024 (2024-192 : Special Event Applications)



Wedding Ceremony Application

Park/Beach Rental Fee (nonrefundable): \$500.00 (for up to 3 hours of use) \$700.00 (for 3-8 hours of use)

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

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

- A certificate of insurance naming the City of Asbury Park (1 Municipal Plaza Asbury Park, NJ 07712) as an additional insured in the amount of one million dollars. (If you are a homeowner, some insurance companies will allow you to add a one day rider to your home insurance policy or a one day policy can be purchased from any insurance company. Insurance policies must be provided 10 day prior to the ceremony)
- Alcohol is prohibited on City beaches
- Firework displays are prohibited w/o pre-approval from the City & proper documentation being provided to the City
- Applications and fees must be received by the Special Events Department 30 days prior to your event

Wedding Date: 8/1/24 Ceremony start time: 6:00pm End time: 7:00pm
 Setup time: 4:00pm (breakdown and cleanup must be within 2 hours of the conclusion of the ceremony)
 Location of Ceremony: North Beach Asbury Park

☐ YES ☒ NO Will reserved parking spaces be requested? If so, how many spaces _____
 where _____. Please visit www.cityofasburypark.com to purchase parking spaces (waterfront spaces cannot be reserved between Memorial Day & Labor Day)

Applicant 1- Name & Address: Kristianna Mullen
11-43 Hoehn St. Apt. 1B Lodi, NJ 07644
 Contact #: 732-513-1395 Email Address: kmahwedding@gmail.com

Applicant 2- Name & Address: Abdallah Hammad
11-43 Hoehn St. Apt. 1B Lodi, NJ 07644
 Contact #: 201-588-0143 Email Address: kmahwedding@gmail.com
 # of people in wedding party: 14 # of people attending wedding: 150

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

- ☐ Pa system
☒ Archway

- ☐ Chairs
☐ Canopy/tent (if larger than 30x30, a permit is required)

☐ Other structures:

I understand and agree by applying for this permit I am responsible for the conduct of attendees, and that any violation of the rules can result in the immediate termination of your event. I also understand that I am responsible for the cleanup

Attachment: cm 41024 (2024-192 : Special Event Applications)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 10, 2024
RESOLUTION SUMMARY

2024-193

Increase to temporary budget prior to budget adoption.

	From	To
Current Fund:		
Buildings & Grounds OE	\$61,000.00	\$ 81,000.00
Capital Outlay -Senior Center Bus	0.00	119,715.00
Beach Operating Fund OE	112,979.00	212,979.00



RESOLUTION NO. 2024-193

**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
Current Fund:		
Buildings & Grounds OE	\$61,000.00	\$ 81,000.00
Capital Outlay -Senior Center Bus	0.00	119,715.00
Beach Operating Fund OE	\$112,979.00	212,979.00

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. 2024-193 which was finally adopted by the City Council at a meeting held on the 10th day of April, 2024

CERTIFIED BY ME THIS 11th DAY OF April, 2024.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 10, 2024
RESOLUTION SUMMARY

2024-194

Resolution authorizing the award of a contract for the Operation of Pedal Boat Concession. Only one proposal received.

2024 - \$3,500

2025 - \$3,750

2026 - \$4,000



RESOLUTION NO. 2024-194

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

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT FOR THE OPERATION OF PEDAL BOAT CONCESSION ON A PORTION OF THE WESLEY LAKE WITHIN THE CITY OF ASBURY PARK, NJ

WHEREAS, on January 31, 2024, the Mayor and Council of the City of Asbury Park (the “City”) adopted Resolution No. 2024-97, which authorized the City to implement the “competitive contracting” process under the New Jersey Local Public Contracts Law (N.J.S.A. 40A:11-4.1, et seq.) (the “Act”), in order to seek proposals from interested vendors to operate a concession within the City for the operation of pedal (swan and other) boats to the public on Wesley Lake; and

WHEREAS, in accordance with the requirements of the Act, a public advertisement appeared in an official newspaper of the City (Asbury Park Press) on March 6, 2024, which advertised that the City was seeking proposals from vendors who were interested in operating said concession, pursuant to the terms and conditions set forth in a formal Request for Proposals (the “RFP”), which was available on the City of Asbury Park's website; and

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

WHEREAS, the proposal received is as follows:

1. Asbury U Pedal, LLC t/a Asbury Park Pedal Boats:
 - a. 2024 Spring/Summer/Fall season: \$3,500;
 - b. 2025 Spring/Summer/Fall season: \$3,750;
 - c. 2026 Spring/Summer/Fall season: \$4,000;

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

WHEREAS, the Director of Purchasing has confirmed that the proposal complies in all other respects with the requirements set forth in the RFP; and

WHEREAS, in accordance with the methodology specified in the RFP, the Director of

Purchasing reviewed and ranked the proposals received; and

WHEREAS, in a memorandum dated April 1, 2024, the Director of Purchasing provided a report (per N.J.S.A. 40A:11-4.5(d)), in which she recommended that the contract for this concession be awarded to the high bidder, Asbury U Pedal, LLC t/a Asbury Park Pedal Boats; and

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

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

WHEREAS, in accordance with the Director of Purchasing's recommendation, the Mayor and Council now wish to authorize the award of a contract to Asbury U Pedal, LLC t/a Asbury Park Pedal Boats to operate a concession within the City for the operation of pedal (swan and other) boats to the public on Wesley Lake, in accordance with its proposal, and to authorize appropriate City officials and/or employees to take certain actions.

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

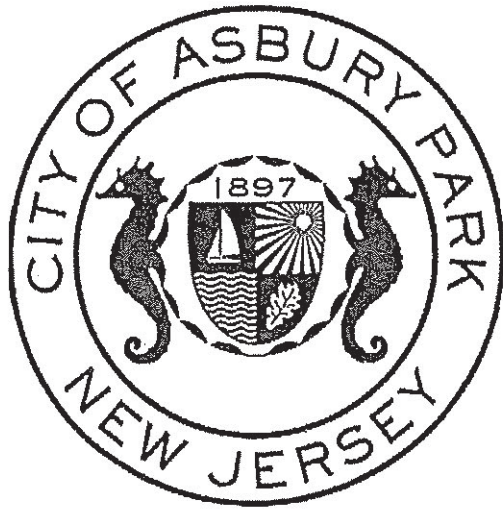
1. The contract for the above-referenced concession is hereby awarded to Asbury U Pedal, LLC t/a Asbury Park Pedal Boats, in accordance with its proposal for the Spring/Summer/Fall seasons of 2024, 2025 and 2026.
2. The City is hereby authorized to enter into an Agreement with Asbury U Pedal, LLC t/a Asbury Park Pedal Boats regarding said concession, 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. That a certified copy of this Resolution shall be provided to each of the following:
 - (a) Asbury U Pedal, LLC t/a Asbury Park Pedal Boats
 - (b) Lillian L. Nazzaro, Esq., City Manager
 - (c) JoAnn Boos, CFO
 - (d) Tracy Lizardi, Director of Purchasing
 - (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. 2024-194 which was finally adopted by the City Council at a meeting held on the 10th day of April, 2024

CERTIFIED BY ME THIS 11th DAY OF April, 2024.

LISA ESPOSITO
CITY CLERK



Mayor John Moor

Deputy Mayor Amy Quinn

Eileen Chapman, City Councilmember

Yvonne Clayton, City Councilmember

Angela Ahbez-Anderson, City Councilmember

Lillian L. Nazzaro, Esq., City Manager

REQUEST FOR PROPOSALS
OPERATION OF PEDAL BOAT CONCESSION ON A PORTION
OF THE WESLEY LAKE WITHIN THE CITY OF ASBURY
PARK, NJ

ISSUE DATE: March 6, 2024

DUE DATE: March ~~21~~ 27, 2024 11:00 AM

ISSUED BY:
CITY OF ASBURY PARK
COUNTY OF MONMOUTH

Attachment: ASBURY PARK PEDAL BOATS PROPOSAL (2024-194 : Awarding a contract for the Pedal Boat Concession)

I. Background; Scope and Term of Services.

In an effort to promote tourism, the City of Asbury Park (the “City”) is seeking seasonal concessions to enhance the experience of visitors and provide additional family-oriented entertainment options which showcase the City’s history as a traditional seaside amusement venue.

In this particular Request for Proposals (also referenced as the “RFP”), the City is seeking proposals from interested vendors who will operate a concession service involving the use of recreational pedal boats by the public, for a reasonable fee, within a designated area of the Wesley Lake, during the spring/summer/fall seasons of 2024, 2025 and 2026 (3 years), with the option to enter into up to two (2) 1-year extensions, if the extension is mutually agreed to by the City and the successful vendor. The total potential maximum term of the proposed concession shall not exceed five (5) years. The pedal boats shall be utilized in a specifically designated area within Wesley Lake, as previously established by the City.

The concession shall commence on or about April 1st of each of the three years covered by this RFP (2024, 2025 and 2026), and shall extend through October 15th of each of those years, concluding on October 15, 2026 (or at the close of the weekend closest to that date), with the option to enter into up to two (2) 1-year extensions, if the extension is mutually agreed to by the City and the successful vendor. Any party wishing to exercise its right to extend the agreement for an additional year must notify the other party of its intentions no later than 30 days prior to the termination date of the initial agreement or any subsequent extension entered into between the parties. The total potential maximum term of the proposed concession shall not exceed beyond the spring/summer/fall seasons of five (5) consecutive years.

This solicitation is being initiated pursuant to the “competitive contracting process” as set forth under the N.J. Local Public Contracts Law (See N.J.S.A. 40A:11-4.1, *et seq.*), and has previously been authorized by Resolution of the Asbury Park Mayor and Council.

All applicants must comply with the requirements set forth in the within RFP.

II. General Requirements.

Proposals made in response to the RFP must be received by the Director of Purchasing on or before 11:00 a.m. prevailing time on ~~Thursday, March 21, 2024~~ Wednesday, March 27, 2024, in order to be considered. All proposals shall be delivered to the attention of the Asbury Park Director of Purchasing, at City Hall (First Floor), One Municipal Plaza, Asbury Park, NJ, 07712. All proposals shall be submitted in a sealed envelope, and shall bear the words “Proposal for Pedal Boats” written conspicuously on the front exterior of the envelope. Proposals shall be opened, read aloud and recorded at 11:00 a.m. prevailing time on ~~Thursday, March 21, 2024~~ Wednesday, March 27, 2024. No proposals shall be considered if received after that time. It is the vendor’s

Director of Purchasing, and not merely to the City's Municipal Building, in a timely manner. All applicants assume the risks associated with regular mail or other delivery modes. The City of Asbury Park is not responsible for any proposals lost, wrongly addressed, misdirected or otherwise undeliverable.

All vendors must specify in their proposals the annual fees that they are offering to pay the City for the right to operate the within concession during the term specified herein, which fees must be equal to or in excess of the minimum amount(s) referenced below, per year. There shall be a minimum fee required, per year, in the following amounts:

2024 spring/summer/fall season: Minimum fee of \$3,500.00;

2025 spring/summer/fall season: Minimum fee of \$3,750.00; and

2026 spring/summer/fall season: Minimum fee of \$4,000.00.

The City and the successful vendor shall have the option to enter into a renewal of the concession agreement for up to two (2) additional terms of one (1) year each, at an increased rate of \$250.00 per extended year, as follows: Minimum fee of \$4,250.00 for 2027; and Minimum fee of \$4,500.00 for 2028), if the extension is mutually agreed to between the parties.

The fee for the 2024 spring/summer/fall season shall be paid at the time of contract execution, either in cash or by certified or bank check, payable to the "City of Asbury Park." The fee for the subsequent years shall be due and payable on or before March 1st of each year.

Proposals shall be evaluated by a review committee consisting of City Officials, which may include the City Manager and/or her designees, who shall review and rank each of the submissions received in accordance with the criteria specified in the within RFP. In-person interviews with representatives of the vendors may be scheduled by the review committee after receipt and review of the proposals, if deemed necessary. The review committee shall make a recommendation for the award (or non-award) of a contract associated with this matter to the Mayor and Council as soon as practicable following the opening of proposals, in accordance with N.J.S.A. 40A:11-4.5(d).

The successful vendor shall be required to provide/supply all of the pedal boats and other necessary equipment in order to operate this concession, at their own cost and expense. The successful vendor shall also be required to describe/demonstrate the safety measures that will be utilized in connection with its operation of this concession, so as to minimize the risk of any injuries to the public.

The storage of all equipment associated with this contract shall be subject to the prior approval of the City. This shall include the storage area(s) involved, the type(s) of facility(ies) to be constructed (including storage sheds, etc.), and any other associated issues. All improvements to be constructed by the successful vendor on City property in connection with the operation of the

concession shall be reviewed and approved by the City prior to construction. The vendor shall be responsible for any damage(s) sustained to City property as a result of its operation of the within concession.

In addition to the annual fees specified herein, the successful vendor shall be required to post a sum equivalent to the final year's concession fee (i.e., the 2026 fee) in escrow with the City, which the City shall be entitled to hold in an interest-bearing account as a "security deposit" in order to ensure the timely and full payment of all required sums under the Agreement. Said sum shall be paid at the time of the contract execution, in cash or by certified or bank check, payable to the "City of Asbury Park."

The successful vendor shall also be required to pay for any and all fees incurred by the City's professionals (legal or otherwise) associated with the concession. In this regard, the successful vendor shall be required to post the sum of Five Hundred Dollars (\$500.00) in escrow with the City, which funds shall be utilized solely to pay for any such professional fees. Such fees may include, but shall not necessarily be limited to, fees associated with the drafting and finalization of the Agreement associated with the concession, and/or for other necessary services. Any escrow sums remaining after all necessary professional services have been rendered shall be returned to the vendor. If, on the other hand, additional escrow fees are required to cover the City's professional fees, then the successful vendor shall be required to deposit same with the City immediately upon direction from the City. The initial escrow fee of \$500.00 shall be deposited with the City at the time of contract execution.

The successful vendor must execute a written contractual Agreement with the City, which Agreement shall be in a form satisfactory to the City Attorney and City Manager, within ten (10) business days after award of the contract by the Mayor and Council. A representative copy of the Agreement is included as part of the within RFP package.

The successful vendor must provide comprehensive general liability insurance coverage in an amount not less than two million dollars (\$2,000,000.00) per claim, with aggregate excess (umbrella) coverage in an amount not less than five million dollars (\$5,000,000.00). The successful vendor must also provide insurance coverage for property damage in an amount not less than one hundred thousand (\$100,000.00) dollars. The successful vendor shall name the City, as well as the Township of Neptune, as additional insured(s) on its policy(ies), with a waiver of subrogation against those entities. Said policy(ies) shall provide for at least thirty (30) days advance written notice to the City (directed to the attention of the Asbury Park City Manager and City Clerk) and to the Township of Neptune (directed to the attention of the Neptune Township Manager/Administrator and Township Clerk) before cancellation or non-renewal. The City shall be permitted to terminate the contract in any instance where the vendor has failed to provide satisfactory replacement coverage during said thirty (30) day period. The successful vendor shall provide a copy of its insurance policy(ies) to the City on or before March 1st of each year of the concession.

The successful vendor shall also agree to indemnify and hold the City, its officials, employees and agents, as well as the Township of Neptune, its officials, employees and agents, and the City's insurance carrier(s) and broker(s), harmless from and against any and all injuries sustained by any members of the public relating to the operation of this concession.

The Mayor and Council of the City of Asbury Park reserve the right to reject all proposals, in the sole discretion of the City, and to waive any minor nonmaterial defects when it may be in the best interests of the City to do so.

Any questions regarding the requirements associated with submission of a proposal may be directed during regular business hours to the Director of Purchasing, Tracy Lizardi, at City Hall, prior to the bid opening. Ms. Lizardi may be reached at telephone number (732) 502-5710, or the following e-mail address: tracy.lizardi@cityofasburypark.com.

III. Proposals.

All proposals shall consist of the following documents in order to be considered complete:

1. Completed Checklist Submission Form (Form 1)
2. Completed Proposal Offer Form (Form 2)
3. Completed Reference Form (Form 3)
4. Completed and Notarized Non-Collusion Affidavit (Form 4)
5. Completed Stockholder Statement of Ownership (Form 5)
6. Completed State of New Jersey Debarred List Affidavit (Form 6)
7. Acknowledgment of Receipt of Addenda (Form 7)
8. Completed Disclosure of Investment Activities in Iran form (Form 8)
9. Completed Certification of Ethics Complaint Disclosure (Form 9)
10. Mandatory Equal Employment Opportunity Language (Form 10)
11. Required Evidence Affirmative Action Regulations (Form 11)
12. Americans with Disabilities Act of 1990 (Form 12)
13. New Jersey Anti-Discrimination Provisions (Form 13)
14. W-9 Form (Form 14)

All interested vendors shall submit one (1) original, four (4) copies and one (1) digital copy of their proposal to Tracy Lizardi, Director of Purchasing, City of Asbury Park, One Municipal Plaza, Asbury Park, NJ 07712, no later than 11:00 A.M. (EST), ~~Thursday, March 21, 2024~~ Wednesday, March 27, 2024. Proposals shall be opened, read aloud and recorded at that time.

IV. Criteria for Selection.

The City intends to evaluate the proposals received based upon the criteria set forth below:

1. Pricing, including the following:
 - (a) Payments proposed to be made to the City, per year, for the right to operate the within concession; and
 - (b) Admission/participation prices to be charged to the public.
2. Prior experience and qualifications of the applicant in providing the same or similar services.
3. Description of safety, training and supervision techniques to be utilized by the vendor to protect the safety of the public (including adequate supervision of activities by workers with licensed lifeguard training and provision of sufficient safety equipment).
4. Description of equipment to be provided and utilized for the concession, including the number, size and capacity of pedal boats and provision of a floating dock.

The methodology by which the City shall award a contract shall be based upon an evaluation and ranking of each proposal submitted, according to the following weighting process:

1. Pricing:
 - (a) Payments proposed to be made to the City, per year, for the right to operate the within concession (**Weight: 35%**); and
 - (b) Admission/participation prices to be charged to the public (**Weight: 10%**).
2. Prior experience and qualifications of the applicant in providing the same or similar services (**Weight: 20%**).
3. Description of safety, training and supervision techniques to be utilized by the vendor to protect the safety of the public (including adequate supervision of activities by workers with licensed lifeguard training and provision of sufficient safety equipment) (**Weight: 20%**).
4. Description of equipment to be provided and utilized for the concession, including the number, size and capacity of pedal boats and provision of a floating dock (**Weight: 15%**).

V. Other Conditions Applicable to this RFP.

All costs incurred by respondents to this RFP shall be borne solely by the respondents. Only those vendors that supply complete information and comply with all requirements set forth in this RFP will be considered. No incomplete proposals will be considered.

By submitting a proposal, a vendor agrees that it will not make any claims for or have any right to damages because of any misinterpretation or lack of information relating to this RFP.

All materials, proposals and contents submitted during the review process will become the property of the City, and will become public information after the contract has been awarded.

The City reserves the right to supplement, amend or otherwise modify this RFP through issuance of addenda to all prospective respondents who have received a copy of this RFP, and who have provided their contact information to the City.

The successful vendor shall be required to submit a copy of its N.J. Business Registration Certificate (see Sample 1 attached), and its Certificate of Employee Information Report (see Sample 2 attached) and its Certificate of Insurances prior to contract execution.

City of Asbury Park

REQUEST FOR PROPOSALS – PEDAL BOAT CONCESSION

DOCUMENT CHECKLIST (FORM 1)

<u>Submission Requirement</u>	Initial each required entry and submit the item
Completed Document Checklist (Form 1)	
Completed Proposal Offer Form (Form 2)	
Completed Reference Form (Form 3)	
Completed and Notarized Non-Collusion Affidavit (Form 4)	
Completed Stockholder Statement of Ownership (Form 5)	
Completed State of New Jersey Debarred List Affidavit (Form 6)	
Acknowledgment of Receipt of Addenda (Form 7)	
Completed Disclosure of Investment Activities in Iran (Form 8)	
Certification of Non-Involvement in Prohibited Activities in Russia or Belarus (Form 9)	
Completed Certification of Ethics Complaint Disclosure (Form 10)	
Mandatory Equal Employment Opportunity Language (Form 11)	
Required Evidence Affirmative Action Regulations (Form 12)	
Americans with Disabilities Act of 1990 (Form 13)	
New Jersey Anti-Discrimination Provisions (Form 14)	
W-9 Form (Form 15)	
Certificate of Insurance(s)	
State of New Jersey Business Registration Certificate (Sample 1)	
Certificate of Employee Information Report (Sample 2)	

PROPOSAL OFFER FORM FOR PEDAL BOAT CONCESSION (FORM 2)

Name of Vendor: Asbury U Pedal, LLC +/A Asbury Park Pedal Boats
 Address: 20 Quail Run, Brick, NJ 08723
 Telephone No.: (732) 684-2944 Fax No.: 9th 732-228-0466
 E-Mail Address: swanlady2011@gmail.com
 Website Address: Asbury Park Pedal Boats

[Note: Vendors may attach additional sheets or documentation to this Proposal Offer Form in order to provide supplemental information or materials for consideration by the City, where necessary.]

I. Pricing:

A. Payments proposed to be made to the City, per year, for the right to operate the within concession:

1. 2024 Spring/Summer/Fall season (In words and numbers):

\$3,500 Three thousand Five hundred

(Minimum fee of \$3,500.00)

2. 2025 Spring/Summer/Fall season (In words and numbers):

\$3,750 Three thousand Seven hundred fifty

(Minimum fee of \$3,750.00)

3. 2026 Spring/Summer/Fall season (In words and numbers):

\$4,000 Four thousand

(Minimum fee of \$4,000.00)

It should be noted that the City and the successful vendor shall have the right to negotiate a renewal option of the concession agreement for up to two (2) additional terms of one (1) year each, at an increased rate of \$250.00 per extended year, as follows: Minimum fee of \$4,250.00 for 2027; and Minimum fee of \$4,500.00 for 2028) if the extension is mutually agreed to between the parties.

B. Admission/participation prices to be charged to the public (In words and numbers):

\$25 per ride for 30 minutes.
Each ride fits 2 adults and 1 child
or 1 adult and 2 children.

II. Prior experience and qualifications of the vendor in providing the same or similar services:

Thirteen years ago we brought back this pedal boats concession. We take pride in offering superior service and creating a memorable experience. We not only sell our services but we promote Asbury Park and all it has to offer.

Our boat manufacturer, Dan from Adventure glass, said our operation is one of the best he has seen and he deals with alot areas.

III. Description of safety, training and supervision techniques to be utilized by the vendor to protect the safety of the public (including adequate supervision of activities by workers with licensed lifeguard training and provision of sufficient safety equipment):

- ① Workers on dock at all times supervising all rides.
- ② Lifeguard
- ③ Marked course - boundaries
- ④ All riders must wear life jackets prior to getting on the dock provided by us.
- ⑤ Extreme knowledge of weather conditions and what boats can handle
- ⑥ Have safety ladder and throwable life rings
- ⑦ We have a safety boat if needed
- ⑧ Posted rules and guidelines that must be followed
- ⑨ We have operated for the past thirteen years with an excellent safety record

IV. Description of equipment to be provided and utilized for the concession, including the number, size and capacity of pedal boats and provision of a floating dock (feel free to attach pictures, depictions or other renderings):

The dock is at the current location 400 Lake Ave, Asbury Park which has been there for the last 13 yrs. We have a wide handicap accessible ramp which is very safe. We currently have 9 boats plus safety boat. Each boat is approximately 5'x8'x6' tall and can hold up to 500 lbs. Dock 20' each. Dock is in place as per town requirements (see attached) 13 yrs ago.

V. Additional Information:

Please provide the following additional information:

1. Ownership (list parent company and/or vendor subsidiaries and affiliates; if sole prop. or partnership, list name and home address of sole prop. or general partners):

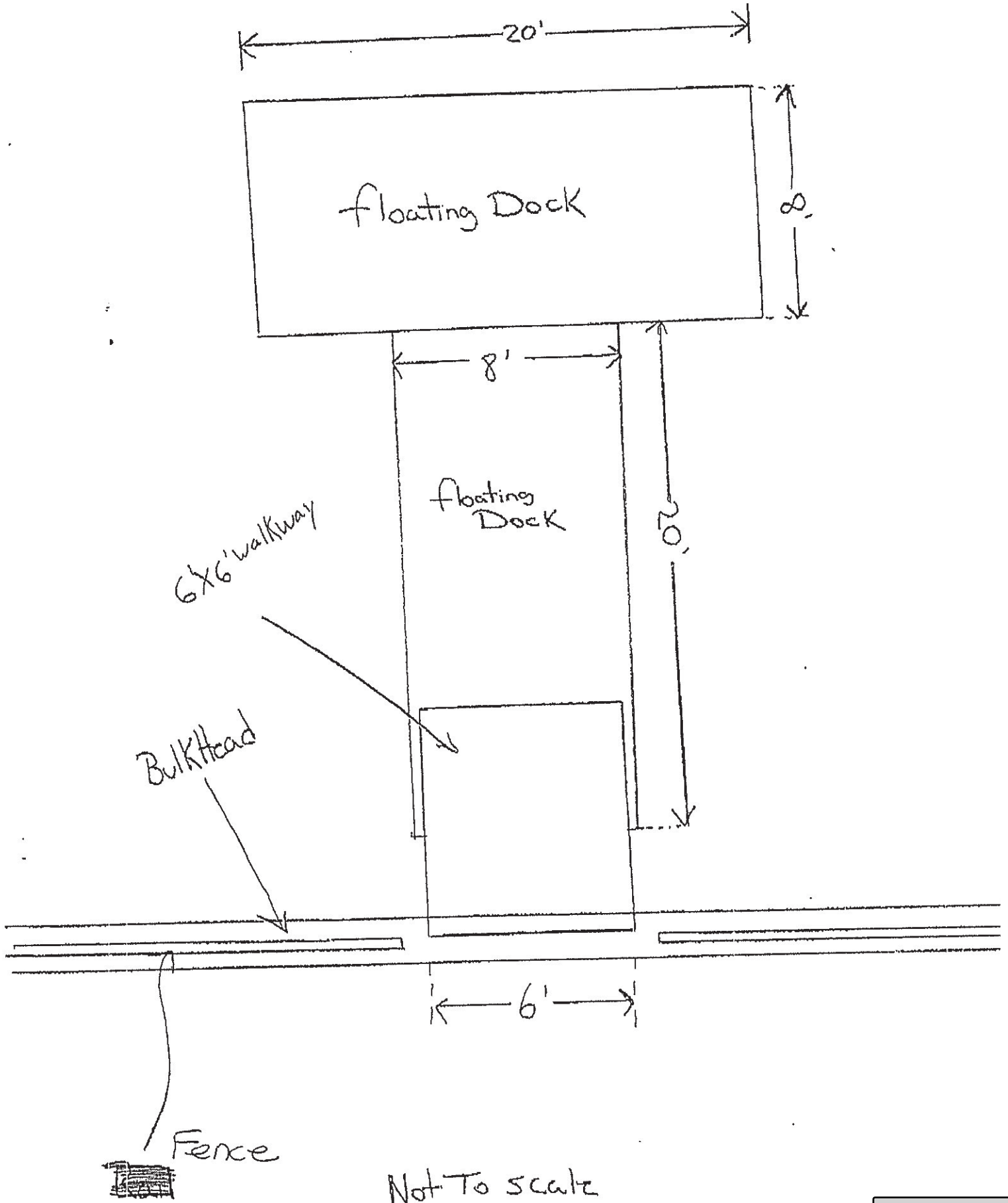
Asbury W Pedal, LLC
t/a Asbury Park Pedal Boats

Partners: Linda Occhipinti / Joseph Gambaroni
20 Quail Run / 20 Quail Run
Brick, NJ 08723 / Brick, NJ 08723

Federal Tax Number: 845-035-315 NJ Tax Number: _____

2. Total Company employees at current: Seasonal Business
no employees now
3. Total number of employees to be utilized in connection with the within concession:
4-6 when operating full time June thru Labor Day
4. How long has the vendor been in business? 13 years
5. For additional information or questions, the City should contact:

Name: Linda Occhipinti
Title: owner/president
Telephone (Day): 732-684-2944
Email: swan lady 2011@gmail.com



The vendor hereby certifies to the truth of all information contained in the within Proposal (as may be supplemented with attachments). The vendor is aware that the vendor is subject to disqualification for any misrepresentations made in this Proposal.

Linda Occhipinti
Signature of Vendor's authorized representative

Owner / President
Title

3/10/24
Date

City of Asbury Park
REQUEST FOR PROPOSALS – PEDAL BOAT CONCESSION

REFERENCE FORM (FORM 3)

Contractor Name: (Please Print):

The vendor shall list references with needs similar to the City of Asbury Park for whom the vendor has provided comparable services. Please include name, address, telephone number, and year(s) of service(s) provided, contact person, and type of work your performed for that entity.

1. Company Name/Municipality: Asbury Park Public Works
 Address: Asbury Park
 Contact Person: Robert Benchini
 Phone: 732-775-0900
 Type of Work: worked with Robert during start up in 2011 for permits and town regulations.
 Date(s) of Service: start up in 2011 for permits and town regulations. still stays in town.
2. Company Name/Municipality: _____
 Address: _____
 Contact Person: _____
 Phone: _____
 Type of Work: _____
 Date(s) of Service: _____
3. Company Name/Municipality: _____
 Address: _____
 Contact Person: _____
 Phone: _____
 Type of Work: _____
 Date(s) of Service: _____

Attachment: ASBURY PARK PEDAL BOATS PROPOSAL (2024-194 : Awarding a contract for the Pedal Boat Concession)

NON-COLLUSION AFFIDAVIT (FORM 4)

STATE OF NEW JERSEY)

SS:

COUNTY OF Ocean

I, Linda Occhipinti, of the City of Brick, in the State of New Jersey, being of full age and duly sworn according to law, on my oath state as follows:

I am a principal of the firm of Asbury W Pedal, LLC ~~the~~ Asbury Park Pedal Boats the vendor submitting the Proposal for the operation of a pedal boat concession on the Wesley Lake in the City of Asbury Park, and I have executed the Proposal with full authority to do so. Further, the vendor has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action(s) in restraint of free, competitive bidding in connection with the above-named project. All statements contained in the Proposal and in this affidavit are true and correct and made with full knowledge that the State of New Jersey and the City of Asbury Park rely upon the truth of the statements contained in the affidavit and in said Proposal in awarding the contract for said project.

Linda Occhipinti
Name of Firm or Individual
(Print Name)

Owner/President
Title

Linda Occhipinti
Signature

3/25/24
Date

Subscribed and sworn before me on this 25
day of March, 2024.

[Signature]
Notary Public of Ocean

MICHAEL BOYLE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Oct. 22, 2025

My commission expires Oct 25, 2025.

STOCKHOLDER DISCLOSURE CERTIFICATION (FORM 5)

This Statement Shall Be Included with Bid Submission

Name of Business: Asbury W Pedal, LLC +/A Asbury Park Pedal Boat

- ☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned. Shared 50/50%
- OR
- ☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- ☐ Partnership ☐ Corporation company ☐ Sole Proprietorship
- ☐ Limited Partnership ☒ Limited Liability Corporation ☐ Limited Liability Partnership
- ☐ Subchapter S Corporation ☐ Non-Profit

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

Stockholders: on Partners

Name: Linda Occhipinti

Home Address: 20 Quail Run
Brick, NJ 08723

Name: _____

Home Address: _____

Name: Joseph Gamberoni

Home Address: 20 Quail Run
Brick, NJ 08723

Name: _____

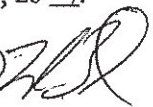
Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Subscribed and sworn before me this 25 day of March, 2024.(Notary Public) 

My Commission expires:

Linda Occhipinti
(Affiant)

Linda Occhipinti
(Print name & title of affiant) OWI

(Corporate Seal)

MICHAEL BOYLE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Oct. 22, 2025

STATE OF NEW JERSEY DEBARRED LIST AFFIDAVIT (FORM 6)

STATE OF NEW JERSEY)

SS:

COUNTY OF Ocean)

I, Linda Occhipinti, of the town of Brick
in the County of Ocean and the State of New Jersey, of full age, being duly
sworn according to law on my oath depose and say that:

I am Linda Occhipinti, an officer of the firm of Asbury U Pedal, LLC
t/a Asbury Park Pedal Boats vendor
making the Proposal for the above-named Project, and I hereby certify that I have executed the said
Proposal with full authority to do so; that said vendor at the time of making this Proposal is not included
on the State of New Jersey, State Treasurer's List of Debarred, Suspended or Disqualified Bidders; and that
all statements contained in said Proposal and in this Affidavit are true and correct, and made with the full
knowledge that the City of Asbury Park relies upon the truth of the statements contained in said Proposal
and in the statements contained in this Affidavit in awarding the contract for said Project.

The undersigned further warrants that should the name of the firm making this Proposal appear on
the State Treasurer's List of Debarred, Suspended or Disqualified Bidders at any time prior to, and/or during
the life of the contract, including the Guarantee period, the City of Asbury Park shall be immediately
notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the bid as vendor is subject to disbarment,
suspensions and/or disqualification in contracting with the State of New Jersey, if the consultant, pursuant
to N.J.A.C. 7:1-5.2, commits any of the acts listed herein, and as determined according to applicable laws
and regulations.

Asbury U Pedal, LLC
t/a Asbury Park Pedal Boats
20 Quail Run, Brick, NJ 08723

Name and Address of Vendor

Linda Occhipinti / Owner & President

Name and Title of Affiant

Subscribed and sworn before me on
this 25 day of March 2024


Notary Public of Ocean Co.

My commission expires Oct 22, 2025.

MICHAEL BOYLE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Oct. 22, 2025

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA (FORM 7)

The undersigned vendor hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)
# 1		LC

If no addenda were received, initial here: _____

Acknowledged for: Asbury W Pedal, LLC
(Name of Vendor)

By: Linda Occhipinti
(Signature of Authorized Representative)

Name: Linda Occhipinti
(Print or Type)

Title: Owner

Date: 3/25/24

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN (FORM 8)

Bidder Name: _____

Attachment: ASBURY PARK PEDAL BOATS PROPOSAL (2024-194 : Awarding a contract for the Pedal Boat Concession)

Part 1: CertificationBIDDERS ARE TO COMPLETE PART 1 BY CHECKING EITHER BOX.

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

CHECK THE APPROPRIATE BOX:

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

OR

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

Part 2 – Additional Information

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

Part 3: Certification

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

Full Name (Print): Linda OcchipintiTitle: Owner / PresidentSignature: Linda OcchipintiDate: 3/10/24

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS (FORM 9)

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

(Check the Appropriate Box)



- A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR



- B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR



- C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below:

(Attach Additional Sheets If Necessary)

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

Signature of Vendor's Authorized Representative

Linda Occhipinti
Linda Occhipinti

Date

3/9/24

Print Name and Title of Vendor's Authorized Representative

Linda Occhipinti

Vendor's FEIN

845-035-315

Vendor's Name

Asbury LLC Pedal, LLC +/A Asbury Park

Vendor's Phone Number

732-228-0466 or

Vendor's Address (Street Address)

20 Quail Run

Vendor's Fax Number

732-684-2944

Vendor's Address (City/State/Zip Code)

BRICK, NJ 08723

Vendor's Email Address

swanlady2011@gmail.com

¹ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c) of the International Financial Institutions Act 22 U.S.C. 262r(3); or (3) Any parent, successor, subunit, direct or indirect ownership or control with, any entity described in paragraph (1) or (2).

Attachment: ASBURY PARK PEDAL BOATS PROPOSAL (2024-194 : Awarding a contract for the Pedal Boat Concession)

CERTIFICATION OF ETHICS COMPLAINT DISCLOSURE FORM (FORM 10)

I hereby certify that there have been no prior or pending ethics complaints against myself and/or any member of Asbury W Pedal, LLC (name of firm/company).
+/A Asbury Park Pedal Boats

If any prior or pending ethics complaints exist, please cite below:

1. _____
2. _____
3. _____

I hereby certify that the foregoing statements made by me are true.

Signature: Linda Occhipinti Date: 3/10/24

Name: Linda Occhipinti

Title: owner / president

Name of Firm: Asbury W Pedal, LLC +/A Asbury Park Pedal Boats

Address: 20 Quail Run, Brick, NJ 08723

Address: _____

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE (FORM 11)
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the public agency compliance officer setting for the provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public

agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Signed: Linda Occhipinti

Print Name: Linda Occhipinti

Name & Address of Company:

Asbury W Pedal, LLC
+/A Asbury Park Pedal Boats
20 Quail Run
Brick, NJ, 08723

Dated: 3/10/24

physical Address: 400 Lake Ave
 Asbury Park, NJ

Attachment: ASBURY PARK PEDAL BOATS PROPOSAL (2024-194 : Awarding a contract for the Pedal Boat Concession)

REQUIRED EVIDENCE AFFIRMATIVE ACTION REGULATIONS (FORM 12)
PUBLIC LAW 1975, c. 127 (N.J.A.C. 17:27)

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

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

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

OR

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

OR

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

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

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

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

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

COMPANY: Asbury W Pedal, LLC SIGNATURE: Linda Occhipinti
 PRINT NAME: Linda Occhipinti TITLE: Owner
 DATE: 3/10/24

Attachment: ASBURY PARK PEDAL BOATS PROPOSAL (2024-194 : Awarding a contract for the Pedal Boat Concession)

AMERICANS WITH DISABILITIES ACT OF 1990 (FORM 13)
Equal Opportunity for Individuals with Disability

The Contractor and the City of Asbury Park (hereinafter the "City") do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101, et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit or service on behalf of the City pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the consultant, its agents, servants, employees or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the City in any action or administrative proceeding commenced pursuant to the Act. The Contractor shall indemnify, protect and save harmless the City, its agents, servants and employees from and against any and all suits, claims, losses, demands or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the City's grievance procedure, the Contractor agrees to abide by any decision of the City which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the City, or if the City incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

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

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

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

WITNESS:

Mary Elizabeth Barrett
 DATED: 3/25/24

VENDOR:

Rendee Occhipinti
 Asbury W Pedal, LLC
 #1A Asbury Park Pedal Boat

Attachment: ASBURY PARK PEDAL BOATS PROPOSAL (2024-194 : Awarding a contract for the Pedal Boat Concession)

NEW JERSEY ANTI-DISCRIMINATION PROVISIONS (FORM 14)
N.J.S.A. 10:2-1 ET SEQ.

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

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

Lynda Occhipinti
 Signature

3/10/24
 Date

Attachment: ASBURY PARK PEDAL BOATS PROPOSAL (2024-194 : Awarding a contract for the Pedal Boat Concession)

W-9 FORM (FORM 15)

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
--	--	---

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above
Asbury W Pedal, LLC +/A Asbury Park Pedal Boat

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ LLC

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts established outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
20 Quail Run

6 City, state, and ZIP code
BRICK, NJ 08723

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
OR
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here

Signature of U.S. person ▶ Linda Ochopent Date ▶ 3/10/24

General Instructions

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

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

Purpose of Form

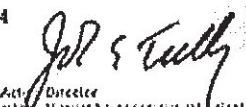
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number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

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

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

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

Sample 1

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTOR		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 232 TRENTON, NJ 08646-0232
TAXPAYER NAME:	TRADE NAME	
TAX REGISTRATION TEST ACCOUNT	CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:	
970-097-382/500	0107300	
ADDRESS:	ISSUANCE DATE:	
847 ROEBLING AVE TRENTON NJ 08611	07/14/04	
EFFECTIVE DATE:	 Act. Director	
07/01/04	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	
FORM RC(07/01)		

 STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	
20041014112823533	

Attachment: ASBURY PARK PEDAL BOATS PROPOSAL (2024-194 : Awarding a contract for the Pedal Boat Concession)



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: ASBURY U PEDAL LLC
Trade Name: ASBURY PARK PEDAL BOATS
Address: LAKE AVENUE
ASBURY PARK, NJ 07712
Certificate Number: 2473732
Effective Date: July 30, 2020
Date of Issuance: March 13, 2024

For Office Use Only:
20240313091558151

Attachment: ASBURY PARK PEDAL BOATS PROPOSAL (2024-194 : Awarding a contract for the Pedal Boat Concession)

Sample 2

Certification _____

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

This is to certify that the contractor named below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of _____.

VOID

VOID




**AGREEMENT AUTHORIZING THE USE OF A DESIGNATED AREA OF THE
WESLEY LAKE, IN THE CITY OF ASBURY PARK, NEW JERSEY,
FOR THE OPERATION OF A RECREATIONAL PEDAL BOAT CONCESSION.**

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
(hereinafter the "City");

- and -

_____, a corporation of the State of New Jersey, with its principal
office located at _____ (hereinafter the "Contractor").

WITNESSETH:

WHEREAS, in accordance with the New Jersey Local Public Contracts Law, N.J.S.A.
40A:11-1, *et seq.*, and in particular, the provisions relating to the competitive contracting process
(N.J.S.A. 40A:11-4.1, *et seq.*), and N.J.A.C. 5:34-9.4, the City has advertised a formal Request for
Proposals (the "RFP") for the submission of proposals from interested vendors to operate a
concession service involving the use of recreational pedal boats by the public, for a reasonable fee,
within a specifically designated area of the Wesley Lake, during the spring/summer/fall seasons
of 2024, 2025 and 2026 (the "concession"); and

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

Attachment: ASBURY PARK PEDAL BOATS PROPOSAL (2024-194 : Awarding a contract for the Pedal Boat Concession)

WHEREAS, the Contractor has submitted the most favorable proposal, according to the criteria set forth by the City in the RFP and the ranking/scoring undertaken by the review committee following submission, to provide this service to the public; and

WHEREAS, the City has confirmed that the Contractor's proposal complies in all respects with the requirements set forth in the RFP; and

WHEREAS, pursuant to Resolution No. _____, adopted on _____, 2024, the Governing Body of the City has awarded a contract to the Contractor to provide the aforementioned service, in accordance with the terms and conditions set forth herein; and

WHEREAS, the City has received the consent of the Township of Neptune for the operation of the within concession, as the Wesley Lake is located partially within the jurisdictional boundaries of Asbury Park and partially within the jurisdictional boundaries of Neptune (Ocean Grove), provided that the Contractor names the Township of Neptune as an additional insured on its insurance policy; and

WHEREAS, the purpose of this undertaking is to memorialize the terms and conditions agreed to by the City and the Contractor relating to the operation of the aforesaid concession.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. The Contractor is hereby authorized to operate a concession service involving the provision of recreational pedal boat rides to the public, for a reasonable fee, on a specifically designated area of the Wesley Lake, in accordance with the terms and conditions set forth herein.
2. During the term of the concession, the Contractor shall provide/supply all of the pedal boats and other necessary equipment in order to operate this concession at its own cost and expense.

3. The term of this contract is for a period of three (3) successive spring/summer/fall seasons of 2024, 2025 and 2026. The term "spring/summer/fall seasons" is defined in Paragraph 4 below.

4. The term "spring/summer/fall seasons" shall be defined for the purposes of this Agreement as the period commencing on or about April 1st of each of the three years covered by Agreement (2024, 2025 and 2026), and extending through October 15th of each of the three years, concluding on October 15, 2026 (or at the close of the weekend closest to that date).

5. Notwithstanding the above, the parties shall have the option to enter into up to two (2) 1-year extensions, if the extension is mutually agreed to by the City and the Contractor. Any party wishing to exercise its right to extend the agreement for an additional year must notify the other party of its intention no later than thirty (30) days prior to the termination date of the initial agreement or any subsequent extension entered into between the parties. The total potential maximum term of the proposed concession shall not exceed beyond the spring/summer/fall seasons of five (5) consecutive years, and shall expire no later than October 15, 2028.

6. Use of Wesley Lake by the Contractor for the purposes set forth herein shall be on a non-exclusive basis, and the within Agreement shall not be construed as a lease agreement conveying any exclusive rights to the Contractor for any portion of Wesley Lake. However, the parties agree that, during the term of this Agreement, the City shall not enter into any other contracts with any other vendors to provide the same or substantially similar service in Wesley Lake as that referenced in the within Agreement, without the prior consent of the Contractor.

7. The equipment to be utilized by the Contractor in connection with the within concession shall be furnished and transported by the Contractor at the Contractor's sole cost and expense, and shall be subject to the prior approval of the City. The storage of all equipment

associated with this contract on any City owned property shall be subject to the prior review and approval of the City. This shall include the storage area(s) involved, the type(s) of facility(ies) to be constructed (including storage sheds, etc.), and any other associated issues. All improvements to be constructed by the Contractor on City property in connection with the operation of the concession shall be reviewed and approved by the City prior to construction, erection, placement, or installation. The Contractor shall be responsible for any damage(s) sustained to City property as a result of its operation of the within concession. The Contractor hereby assumes any and all liability regarding the equipment referenced herein.

8. The exact location of the Contractor's services (i.e., the area(s) to be used by the Contractor adjacent to and within the Wesley Lake for the concession) shall be subject to the prior review and approval of the City on an annual basis.

9. Any improvements constructed, erected, installed, planted and/or placed by the Contractor on City property in connection with the within concession, including but not limited to walkways, ticket booths, fences, signs and shrubbery, shall be subject to the prior review and approval of the City, and all non-movable items shall become the property of the City at the conclusion of this Agreement. Additionally, the Contractor shall be required to obtain any and all necessary permits and/or other approvals for the construction, erection, installation, planting and/or placement of said improvements from relevant City officials and/or agencies, at the Contractor's sole cost and expense.

10. Pursuant to the proposal submitted by the Contractor, the Contractor agrees to make the following payments to the City for the right to operate the concession:

1. 2024 spring/summer/fall season: \$_____;
2. 2025 spring/summer/fall season: \$_____; and
3. 2026 spring/summer/fall season: \$_____.

11. Should the parties mutually exercise the option to enter into a renewal of the within Agreement, pursuant to the terms of paragraph 5 above, the Contractor agrees to make the following payments to the City for the right to continue to operate the concession for the following potential additional term(s):

1. 2027 spring/summer/fall season: \$____; and
2. 2028 spring/summer/fall season: \$_____.

12. The fee for the 2024 spring/summer/fall season shall be paid at the time of contract execution, either in cash or by certified or bank check, payable to the "City of Asbury Park." The fee for the subsequent years (2025 and 2026) shall be due and payable on or before March 1st of each year.

13. The Contractor shall post an additional sum equivalent to the final year's concession fee (i.e., the 2026 fee), representing _____ Dollars (\$____), in escrow with the City, which the City shall be entitled to hold in an interest bearing account as a "security deposit" in order to ensure the timely and full payment of all required sums under the Agreement, and/or to reimburse the City for any damage(s) caused by the Contractor to City property. Said sum shall be paid at the time of the contract execution, in cash or by certified or bank check, payable to the "City of Asbury Park." Any sums utilized by the City for damages incurred to City property shall be replenished within ten (10) days of notification by the City to the Contractor.

14. The Contractor shall also be required to pay for any and all fees incurred by the City's professionals (legal or otherwise) associated with the concession. In this regard, the Contractor shall be required to post the sum of Five Hundred Dollars (\$500.00) in escrow with the City, which funds shall be utilized solely to pay for any such professional fees. Such fees may

include, but shall not necessarily be limited to, fees associated with the drafting and finalization of the Agreement associated with the concession, and/or for other necessary services. Such services shall be billed at the regular hourly rates of the City's professionals. Any escrow sums remaining after all necessary professional services have been rendered shall be returned to the Contractor. If, on the other hand, additional escrow fees are required to cover the City's professional fees, then the Contractor shall be required to deposit same with the City immediately upon direction from the City. The initial escrow fee of \$500.00 shall be deposited with the City at the time of contract execution.

15. The Contractor shall provide comprehensive general liability insurance coverage in an amount not less than two million dollars (\$2,000,000.00) per claim, with aggregate excess (umbrella) coverage in an amount not less than five million dollars (\$5,000,000.00). The Contractor shall also provide insurance coverage for property damage in an amount not less than one hundred thousand (\$100,000.00) dollars. The Contractor shall name the City, as well as the Township of Neptune, as additional insured(s) on its policy(ies), with a waiver of subrogation against those entities. Said policy(ies) shall provide for at least thirty (30) days advance written notice to the City (directed to the attention of the Asbury Park City Manager and City Clerk) and to the Township of Neptune (directed to the attention of the Neptune Township Manager/Administrator and Township Clerk) before cancellation or non-renewal. The City shall be permitted to terminate the contract in any instance where the Contractor has failed to provide satisfactory replacement coverage during said thirty (30) day period. The Contractor shall provide a copy of its insurance policy(ies) to the City on or before March 1st of each year of the concession.

16. The Contractor agrees to indemnify and hold the City, its officials, employees, professionals and agents, as well as the Township of Neptune, its officials, employees,

professionals and agents, and 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 by any members of the public, and/or for damage(s) sustained to property, relating in any way to the operation of this concession.

17. The Contractor agrees to abide by all of the proposals and representations made within its proposal to the City, especially as relates to the safety precautions to be undertaken in connection with the within concession, and the Contractor's response to the RFP is hereby incorporated herein by reference. The Contractor agrees to be bound by all of the representations made within its proposal.

18. The Contractor hereby agrees to release, defend, indemnify and hold harmless the City, as well as the City's employees, officials, professionals, agents, departments, assigns and/or designees, as well as the Township of Neptune, its employees, officials, professionals, agents, departments, assigns and/or designees, from and against any and all liability, claims, demands, suits, actions, judgments, fines, penalties, costs, losses, injuries and/or damages of any nature, relating to injuries to persons or death, or property damage, that may result from the Contractor's operation of the concession service referenced herein. This hold harmless shall also apply to any fees, costs, charges or expenses, including but not limited to reasonable attorney's fees, which the City may be required to incur in the defense of any such claim, suit, action or similar demand made or filed by any third party against the City to the extent the same arises out of or relates to the performance of the within concession by the Contractor.

19. The Contractor shall promptly comply with all laws, ordinances, rules, regulations, requirements and/or directives of the Federal, State and Municipal Governments, including but not limited to the NJDEP, and understands that this Agreement may be modified, amended, changed

or terminated in order to comply with the same. In any such circumstances, the Contractor shall have no recourse and agrees to waive any and all claims for damages resulting therefrom.

20. The Contractor shall not be required to obtain a separate mercantile license from the City before operating the within concession.

21. The Contractor shall not place, nor allow to be placed, any signs of any kind whatsoever in, upon, or about Wesley Lake or its surrounding areas, or on any other public property of the City, without the prior approval of the City.

22. The City shall not be liable whatsoever for any damage or injury which may be sustained to the equipment of the Contractor, including but not limited to damage or injury sustained as a result of fire, storm, hurricane, flood, ocean waves or other act of God, or as a result of vandalism, or through the negligent or intentional acts of humans, or otherwise.

23. The Contractor shall be responsible to reimburse the City for any damages caused to City property as a result of the within concession. The City may use funds from the security deposit, as referenced in Paragraph 13 above, for said purpose(s), if necessary. Any such funds utilized from the security deposit shall be replenished by the Contractor within ten (10) days of notification by the City.

24. The rights granted to the Contractor pursuant to this Agreement shall not be assigned by the Contractor to any other party, without the prior written approval of the City.

25. The Contractor agrees to coordinate all of its activities regarding the provision of pedal boats, as set forth in this Agreement, with the City.

26. The Contractor agrees to charge discounted rates for pedal boat rides to organized groups of youths, senior citizens and Asbury Park residents.

27. If at any time during the term of this Agreement, the City shall engage in any construction activities in or around Wesley Lake, or the streets and sidewalks adjacent thereto, and such work shall result in damage to the property or business or the Contractor, the said Contractor shall have no claim whatsoever for any loss of business or profits or any other claim whatsoever against the City arising directly or indirectly as a result of said work.

28. This Agreement is made and the Contractor hereby accepts same expressly subject to such rules and regulations of the Mayor and Council of the City of Asbury Park governing the property of the City of Asbury Park. The City, through its Mayor and Council or other governing body, does hereby reserve unto itself the right to impose further restrictions concerning the use of the entire property or any part of the property of the City of Asbury Park, and also to rescind any or all of the said rules and regulations which may now be in effect or which may hereafter be adopted and put into effect.

29. It is hereby stipulated and agreed by and between the City and the Contractor that the Contractor shall not use any audible device, mechanical or otherwise, including the human voice, which may create noise, music or sounds to attract attention to the Contractor's business of renting pedal boats on Wesley Lake, as set forth herein, nor shall the Contractor audibly attempt to advertise its business, merchandise or wares.

30. The Contractor shall not use, interfere with, or block, any areas of the City's public streets, public rights-of-way, or other public property, other than Wesley Lake, with the equipment referenced in this Agreement, nor shall the Contractor store any of its equipment on or within any public building or property, or on the City's public streets, without the City's express advance permission.

31. This Agreement, together with the additional “contract documents” (consisting of the RFP and the Contractor’s response to the RFP), constitutes that entire agreement between the parties. The additional contract documents are fully a part of this Contract as if hereto attached or herein repeated. This Agreement may not be altered, amended or changed in any way except by a separate writing signed by the City and the Contractor.

32. If any clause or provision of this Agreement shall be, or become adjudged, to be invalid, such invalidity shall not affect the remaining clauses, terms, or provisions of the Agreement.

33. The parties agree that this Agreement shall be governed by and interpreted according to the laws of the State of New Jersey.

34. It is expressly understood and agreed that this Contract, and the representations made by the Contractor in its response to the RFP, represent the full understanding between the parties and any representations, whether oral or in writing, not contained herein, or in the RFP or the Contractor’s response to the RFP, will not be binding upon the parties hereto.

35. During the term of this Contract, the City and the Contractor hereby incorporate into this Contract the mandatory affirmative action language pursuant to N.J.S.A. 10:5-31, et seq. (P.L. 1975, C.127) N.J.A.C. 17:27, as amended and supplemented from time to time, as set forth in Exhibit “A” attached. The Contractor shall execute and comply with all requirements contained in the Affirmative Action Affidavit attached hereto as Exhibit “B.” Both Exhibits are incorporated herein by reference. The Contractor shall submit a copy of the Certificate of Employee Information Report or Form AA 302 (Initial Employee Information Report) prior to any payments being made under this Contract.

36. The Contractor shall also execute the "Americans With Disabilities Act of 1990" Certification attached hereto as Exhibit "C", which shall be incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals or caused these presents to be signed by their proper corporate officers and their proper corporate seal affixed hereto, the day, and year above stated.

ATTEST:

THE CITY OF ASBURY PARK

Lisa Esposito, City Clerk

By: _____
Hon. John Moor, Mayor

WITNESS:

_____ By: _____

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the Contractor agrees as follows:

The Contractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The Contractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The Contractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the Contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31, et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The Contractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The Contractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Contractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the Contractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The Contractor shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such

information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Signed: _____

Name & Address:

Dated:

EXHIBIT B

**REQUIRED EVIDENCE
AFFIRMATIVE ACTION REGULATIONS
PUBLIC LAW 1975, c. 127 (N.J.A.C. 17:27)**

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L. 1975, c. 127, (N.J.A.C. 17:27). Prior to the date of the award, the contractor shall present one of the following:

1. A letter from the U. S. Department of Labor that the contractor has an existing federally approved or sanctioned Affirmative Action Program.
OR
2. A Certificate of Employee Information Report Approval.
OR
3. If you do not have either of the above, check below:

☒ Please send our company an Affirmative Action form for our completion (A.A. 302-Affirmative Action Employee Information Report)

The following questions must be answered by all contractors:

1. Do you have a federally approved or sanctioned Affirmative Action Program?
Yes _____ No _____
2. Do you have a State Certificate of Employee Information Report Approval?
Yes _____ No _____

You shall submit a photostatic copy of such certificate.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L. 1975, c.127 (N.J.A.C. 17:27) and agrees to furnish the required documentation pursuant to the law. The contractor must be rejected as non-responsible if the contractor fails to comply with the requirements of P.L. 1975, c.127 (N.J.A.C. 17:27) within the time frame. The Affirmative Action Affidavit for vendors having less than fifty (50) employees is no longer acceptable, a New Jersey Certificate of Approval or A.A. 302 is required.

By: Linda Occhipinti

Dated: 3/10/24

EXHIBIT C

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

The Contractor and the City of Asbury Park (hereinafter "owner") do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101, et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit or service on behalf of the owner pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, her agents, servants, employees or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the owner in any action or administrative proceeding commenced pursuant to the Act. The Contractor shall indemnify, protect and save harmless the owner, its agents, servants and employees from and against any and all suits, claims, losses, demands or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the Contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

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

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

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

By: 

Dated: 3/10/24

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

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



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

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

Addendum to RFP Operation of Pedal Boat Concession on a Portion of Wesley Lake within the City of Asbury Park, NJ

ADDENDA #1

Amendments are shown in boldfaced and underlined:

1. Due date for proposals has been changed from Thursday March 21, 2024 at 11:00 AM to Wednesday, March 27, 2024 at 11:00 AM
2. Public Notice number 5: The term of the contract awarded shall endure for a period of three (3) successive spring/summer/fall seasons, commencing on or about April 1st of each of the three years (starting on or about April 1, 2024), and extending through October 15th of each of the three years (concluding on October 15, 2026), with the option to enter into up to two (2) 1-year extensions, if the extension is mutually agreed to by the City and the successful vendor.

RFP 2024 PEDAL BOAT CONCESSION
Wednesday March 27, 2024 11:00 AM

ADMINISTRATIVE INFORMATION REQUIREMENTS		SUBMISSION #1
NAME OF FIRM		Asbury U Pedal, LLC t/a Asbury Park Pedal Boats
ADDRESS		20 Quail Run
CITY, STATE , ZIP		Brick, NJ 08723
TELEPHONE NUMBER		(732) 228 - 0466
CONTACT PERSON		Linda Occhipinti
2024 PAYMENT PROPOSED (Minimum Fee \$3,500)		\$3,500.00
2025 PAYMENT PROPOSED (Minimum Fee \$3,750)		\$3,750.00
2026 PAYMENT PROPOSED (Minimum Fee \$4,000)		\$4,000.00
ADMISSION/PARTICIPATION PRICES		\$25.00 per 30 minute ride
PRIOR EXPERIENCE & QUALIFICATIONS IN PROVIDING SAME/SIMILAR SERVICES		13 Years of service AP
DESCRIPTION OF SAFETY, TRAINING & SUPERVISION TO PROTECT THE PUBLIC		See page 10
DESCRIPTION OF EQUIPMENT TO BE PROVIDED & UTILIZED		See page 11 - 12
ADDITIONAL INFORMATION		
DOCUMENTS 1 - 13 INCLUDED WITH PROPOSALS		Requesting the Affirmative Action Form. This paperwork is needed after notification of award but prior to execution of contract. Certificate of Insurances needed.
EVALUATION AND RANKING		
PRICING		
A. PAYMENT PROPOSED EACH YEAR	(35%)	35%
B. PRICES TO BE CHARGED TO THE PUBLIC	(10%)	10%
PRIOR EXPERIENCE & QUALIFICATIONS IN PROVIDING SAME/SIMILAR SERVICES	(20%)	20%
DESCRIPTION OF SAFETY, TRAINING & SUPERVISION TO PROTECT THE PUBLIC	(20%)	20%
DESCRIPTION OF EQUIPMENT TO BE PROVIDED & UTILIZED	(15%)	15%
TOTAL SCORE		100%
2019 PAYMENT PROPOSED (Minimum Fee \$2,200)		\$2,250.00
2020 PAYMENT PROPOSED (Minimum Fee \$2,500)		\$2,550.00
2021 PAYMENT PROPOSED (Minimum Fee \$2,750)		\$2,750.00
2022 PAYMENT INCREASE \$250 PER EXTENDED YEAR		\$3,000.00
2023 PAYMENT INCREASE \$250 PER EXTENDED YEAR		\$3,250.00

CITY OF ASBURY PARK
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JOHN MOOR, MAYOR
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ANGELA AHBEZ-ANDERSON, COUNCILMEMBER
EILEEN CHAPMAN, COUNCILMEMBER
YVONNE CLAYTON, COUNCILMEMBER

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

To: Mayor & Council
From: Tracy Lizardi, Director of Purchasing
Date: April 1, 2024
RE: Pedal Boat Concession

In accordance with the Local Public Contract Law found at N.J.S.A. 40A:11-1 et. seq., the following is the review of the above referenced concession proposal.

- On March 27, 2024 the City open proposals for the Operation of Pedal Boat Concession on a Portion of the Wesley Lake within the City of Asbury Park, NJ in which only one bid was received:
Asbury U Pedal, LLC t/a Asbury Park Pedal Boats
20 Quail Road
Brick, NJ 08723
- This proposal has been deemed complete upon the submission and review of the Certificate of Insurances requested within the RFP and which shall be submitted with the contract within ten (10) business days after award of a contract by Mayor and Council. As well as, the Required Evidence of Affirmative Action Regulations as noted on Form 12, after notification of award but prior to the execution of contract.
- Asbury U Pedal, LLC t/a Asbury Park Pedal Boats is recommended for the award:

2024 Payment proposed (minimum fee \$3,500) - \$3,500
2025 Payment proposed (minimum fee \$3,750) - \$3,750
2026 Payment proposed (minimum fee \$4,000) - \$4,000

As per the Local Public Contracts Law, the City Clerk is hereby requested to immediately post on the City's website to comply with N.J.S.A. 40A:11-4.5(d) that requires this review to be provided to the Governing Body and posted on the municipal website at least 48 hours prior to the possible awarding of a contract. This contract, if the Governing Body elects, is made via Resolution. A draft Resolution will be provided for at the April 10, 2024 Council Meeting for consideration.

**AGREEMENT AUTHORIZING THE USE OF A DESIGNATED AREA OF THE
WESLEY LAKE, IN THE CITY OF ASBURY PARK, NEW JERSEY,
FOR THE OPERATION OF A RECREATIONAL PEDAL BOAT CONCESSION.**

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 (hereinafter the "City");

- and -

ASBURY U PEDAL, LLC, t/a ASBURY PARK PEDAL BOATS, a corporation of the State of New Jersey, with its principal office located at 20 Quail Run, Brick, New Jersey 08723 (hereinafter the "Contractor").

1. The Contractor is hereby authorized to operate a concession service involving the provision of recreational pedal boat rides to the public, for a reasonable fee, on a specifically designated area of the Wesley Lake, in accordance with the terms and conditions set forth herein.
2. During the term of the concession, the Contractor shall provide/supply all of the pedal boats and other necessary equipment in order to operate this concession at its own cost and expense.
3. The term of this contract is for a period of three (3) successive spring/summer/fall seasons of 2024, 2025 and 2026. The term "spring/summer/fall seasons" is defined in Paragraph 4 below.
4. The term "Spring/Summer/Fall seasons" shall be defined for the purposes of this Agreement as the period commencing on or about April 1st of each of the three years covered by Agreement (2024, 2025 and 2026), and extending through October 15th of each of the three years, concluding on October 15, 2026 (or at the close of the weekend closest to that date).
5. Notwithstanding the above, the parties shall have the option to enter into up to two (2) one-year extensions, if the extension is mutually agreed to by the City and the Contractor. Any party wishing to exercise its right to extend the agreement for an additional year must notify the other party of its intention no later than thirty (30) days prior to the termination date of the initial agreement or any subsequent extension entered into between the parties. The total potential maximum term of the proposed concession shall not exceed beyond the Spring/Summer/Fall seasons of five (5) consecutive years, and shall expire no later than October 15, 2028.

6. Use of Wesley Lake by the Contractor for the purposes set forth herein shall be on a non-exclusive basis, and the within Agreement shall not be construed as a lease agreement conveying any exclusive rights to the Contractor for any portion of Wesley Lake. However, the parties agree that, during the term of this Agreement, the City shall not enter into any other contracts with any other vendors to provide the same or substantially similar service in Wesley Lake as that referenced in the within Agreement, without the prior consent of the Contractor.
7. The equipment to be utilized by the Contractor in connection with the within concession shall be furnished and transported by the Contractor at the Contractor's sole cost and expense, and shall be subject to the prior approval of the City. The storage of all equipment associated with this contract on any City owned property shall be subject to the prior review and approval of the City. This shall include the storage area(s) involved, the type(s) of facility(ies) to be constructed (including storage sheds, etc.), and any other associated issues. All improvements to be constructed by the Contractor on City property in connection with the operation of the concession shall be reviewed and approved by the City prior to construction, erection, placement, or installation. The Contractor shall be responsible for any damage(s) sustained to City property as a result of its operation of the within concession. The Contractor hereby assumes any and all liability regarding the equipment referenced herein.
8. The exact location of the Contractor's services (i.e., the area(s) to be used by the Contractor adjacent to and within the Wesley Lake for the concession) shall be subject to the prior review and approval of the City on an annual basis.
9. Any improvements constructed, erected, installed, planted and/or placed by the Contractor on City property in connection with the within concession, including but not limited to walkways, ticket booths, fences, signs and shrubbery, shall be subject to the prior review and approval of the City, and all non-movable items shall become the property of the City at the conclusion of this Agreement. Additionally, the Contractor shall be required to obtain any and all necessary permits and/or other approvals for the construction, erection, installation, planting and/or placement of said improvements from relevant City officials and/or agencies, at the Contractor's sole cost and expense.
10. Pursuant to the proposal submitted by the Contractor, the Contractor agrees to make the following payments to the City for the right to operate the concession:
 1. **2024 Spring/Summer/Fall season: \$3,500.00;**
 2. **2025 Spring/Summer/Fall season: \$3,750.00; and**
 3. **2026 Spring/Summer/Fall season: \$4,000.00.**
11. Should the parties mutually exercise the option to enter into a renewal of the within Agreement, pursuant to the terms of paragraph 5 above, the Contractor agrees to make the following payments to the City for the right to continue to operate the concession for the following potential additional term(s):

1. **2027 Spring/Summer/Fall season: \$4,250.00; and**
 2. **2028 Spring/Summer/Fall season: \$4,500.00.**
12. The fee for the 2024 Spring/Summer/Fall season shall be paid at the time of contract execution, either in cash or by certified or bank check, payable to the “City of Asbury Park.” The fee for the subsequent years (2025 and 2026) shall be due and payable on or before May 1st of each year.
 13. The Contractor shall post an additional sum equivalent to the final year’s concession fee (i.e., the 2026 fee), representing Four Thousand Dollars (\$4,000.00), in escrow with the City, which the City shall be entitled to hold in an interest bearing account as a “security deposit” in order to ensure the timely and full payment of all required sums under the Agreement, and/or to reimburse the City for any damage(s) caused by the Contractor to City property. Said sum shall be paid at the time of the contract execution, in cash or by certified or bank check, payable to the “City of Asbury Park.” Any sums utilized by the City for damages incurred to City property shall be replenished within ten (10) days of notification by the City to the Contractor.
 14. The Contractor shall also be required to pay for any and all fees incurred by the City’s professionals (legal or otherwise) associated with the concession. In this regard, the Contractor shall be required to post the sum of Five Hundred Dollars (\$500.00) in escrow with the City, which funds shall be utilized solely to pay for any such professional fees. Such fees may include, but shall not necessarily be limited to, fees associated with the drafting and finalization of the Agreement associated with the concession, and/or for other necessary services. Such services shall be billed at the regular hourly rates of the City’s professionals. Any escrow sums remaining after all necessary professional services have been rendered shall be returned to the Contractor. If, on the other hand, additional escrow fees are required to cover the City’s professional fees, then the Contractor shall be required to deposit same with the City immediately upon direction from the City. The initial escrow fee of \$500.00 shall be deposited with the City at the time of contract execution.
 15. The Contractor shall provide comprehensive general liability insurance coverage in an amount not less than two million dollars (\$2,000,000.00) per claim, with aggregate excess (umbrella) coverage in an amount not less than five million dollars (\$5,000,000.00). The Contractor shall also provide insurance coverage for property damage in an amount not less than one hundred thousand (\$100,000.00) dollars. The Contractor shall name the City, as well as the Township of Neptune, as additional insured(s) on its policy(ies), with a waiver of subrogation against those entities. Said policy(ies) shall provide for at least thirty (30) days advance written notice to the City (directed to the attention of the Asbury Park City Manager and City Clerk) and to the Township of Neptune (directed to the attention of the Neptune Township Manager/Administrator and Township Clerk) before cancellation or non-renewal. The City shall be permitted to terminate the contract in any instance where the Contractor has failed to provide satisfactory replacement coverage during said thirty (30) day period. The Contractor shall provide a copy of its insurance policy(ies) to the City on or before March 1st of each year of the concession.

16. The Contractor agrees to indemnify and hold the City, its officials, employees, professionals and agents, as well as the Township of Neptune, its officials, employees, professionals and agents, and 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 by any members of the public, and/or for damage(s) sustained to property, relating in any way to the operation of this concession.
17. The Contractor agrees to abide by all of the proposals and representations made within its proposal to the City, especially as relates to the safety precautions to be undertaken in connection with the within concession, and the Contractor's response to the RFP is hereby incorporated herein by reference. The Contractor agrees to be bound by all of the representations made within its proposal.
18. The Contractor hereby agrees to release, defend, indemnify and hold harmless the City, as well as the City's employees, officials, professionals, agents, departments, assigns and/or designees, as well as the Township of Neptune, its employees, officials, professionals, agents, departments, assigns and/or designees, from and against any and all liability, claims, demands, suits, actions, judgments, fines, penalties, costs, losses, injuries and/or damages of any nature, relating to injuries to persons or death, or property damage, that may result from the Contractor's operation of the concession service referenced herein. This hold harmless shall also apply to any fees, costs, charges or expenses, including but not limited to reasonable attorney's fees, which the City may be required to incur in the defense of any such claim, suit, action or similar demand made or filed by any third party against the City to the extent the same arises out of or relates to the performance of the within concession by the Contractor.
19. The Contractor shall promptly comply with all laws, ordinances, rules, regulations, requirements and/or directives of the Federal, State and Municipal Governments, including but not limited to the NJDEP, and understands that this Agreement may be modified, amended, changed or terminated in order to comply with the same. In any such circumstances, the Contractor shall have no recourse and agrees to waive any and all claims for damages resulting therefrom.
20. The Contractor shall not be required to obtain a separate mercantile license from the City before operating the within concession.
21. The Contractor shall not place, nor allow to be placed, any signs of any kind whatsoever in, upon, or about Wesley Lake or its surrounding areas, or on any other public property of the City, without the prior approval of the City.
22. The City shall not be liable whatsoever for any damage or injury which may be sustained to the equipment of the Contractor, including but not limited to damage or injury sustained as a result of fire, storm, hurricane, flood, ocean waves or other act of God, or as a result of vandalism, or through the negligent or intentional acts of humans, or otherwise.

23. The Contractor shall be responsible to reimburse the City for any damages caused to City property as a result of the within concession. The City may use funds from the security deposit, as referenced in Paragraph 13 above, for said purpose(s), if necessary. Any such funds utilized from the security deposit shall be replenished by the Contractor within ten (10) days of notification by the City.
24. The rights granted to the Contractor pursuant to this Agreement shall not be assigned by the Contractor to any other party, without the prior written approval of the City.
25. The Contractor agrees to coordinate all of its activities regarding the provision of pedal boats, as set forth in this Agreement, with the City.
26. The Contractor agrees to charge discounted rates for pedal boat rides to organized groups of youths, senior citizens and Asbury Park residents.
27. If at any time during the term of this Agreement, the City shall engage in any construction activities in or around Wesley Lake, or the streets and sidewalks adjacent thereto, and such work shall result in damage to the property or business or the Contractor, the said Contractor shall have no claim whatsoever for any loss of business or profits or any other claim whatsoever against the City arising directly or indirectly as a result of said work.
28. This Agreement is made and the Contractor hereby accepts same expressly subject to such rules and regulations of the Mayor and Council of the City of Asbury Park governing the property of the City of Asbury Park. The City, through its Mayor and Council or other governing body, does hereby reserve unto itself the right to impose further restrictions concerning the use of the entire property or any part of the property of the City of Asbury Park, and also to rescind any or all of the said rules and regulations which may now be in effect or which may hereafter be adopted and put into effect.
29. It is hereby stipulated and agreed by and between the City and the Contractor that the Contractor shall not use any audible device, mechanical or otherwise, including the human voice, which may create noise, music or sounds to attract attention to the Contractor's business of renting pedal boats on Wesley Lake, as set forth herein, nor shall the Contractor audibly attempt to advertise its business, merchandise or wares.
30. The Contractor shall not use, interfere with, or block, any areas of the City's public streets, public rights-of-way, or other public property, other than Wesley Lake, with the equipment referenced in this Agreement, nor shall the Contractor store any of its equipment on or within any public building or property, or on the City's public streets, without the City's express advance permission.
31. In the event of default by the Contractor under the terms of this Agreement, or in the case of any breach of the provisions of this Agreement, the City may terminate this Agreement, upon giving the Contractor at least ten (10) day's written notice and an opportunity to cure. If the default or breach is not cured within that time period, then the City may terminate the Agreement, with no liability to the City whatsoever, and all fees previously paid to the

City by the Contractor shall be forfeited by the Contractor. The City may also undertake any action(s) at law or in equity which may be necessary or desirable to enforce the performance and observance of any rights, remedies, obligations, agreements or covenants under this Agreement.

32. The City may also terminate this Agreement, with no liability to the City whatsoever, if the Contractor violates any law, ordinances, rules, regulations, requirements and/or directives of the Federal, State and/or Municipal Governments, including but not limited to the NJDEP. In such cases, all fees previously paid to the City by the Contractor shall be forfeited by the Contractor.
33. This Agreement, together with the additional “contract documents” (consisting of the RFP and the Contractor’s response to the RFP), constitutes that entire agreement between the parties. The additional contract documents are fully a part of this Contract as if hereto attached or herein repeated. This Agreement may not be altered, amended or changed in any way except by a separate writing signed by the City and the Contractor.
34. If any clause or provision of this Agreement shall be, or become adjudged, to be invalid, such invalidity shall not affect the remaining clauses, terms, or provisions of the Agreement.
35. The parties agree that this Agreement shall be governed by and interpreted according to the laws of the State of New Jersey.
36. It is expressly understood and agreed that this Contract, and the representations made by the Contractor in its response to the RFP, represent the full understanding between the parties and any representations, whether oral or in writing, not contained herein, or in the RFP or the Contractor’s response to the RFP, will not be binding upon the parties hereto.
37. During the term of this Contract, the City and the Contractor hereby incorporate into this Contract the mandatory affirmative action language pursuant to N.J.S.A. 10:5-31, et seq. (P.L. 1975, C.127) N.J.A.C. 17:27, as amended and supplemented from time to time, as set forth in Exhibit “A” attached. The Contractor shall execute and comply with all requirements contained in the Affirmative Action Affidavit attached hereto as Exhibit “B.” Both Exhibits are incorporated herein by reference. The Contractor shall submit a copy of the Certificate of Employee Information Report or Form AA 302 (Initial Employee Information Report) prior to any payments being made under this Contract.
38. The Contractor shall also execute the “Americans With Disabilities Act of 1990” Certification attached hereto as Exhibit “C”, which shall be incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals or caused these presents to be signed by their proper corporate officers and their proper corporate seal affixed hereto, the day, and year above stated.

ATTEST:

THE CITY OF ASBURY PARK

Lisa Esposito, City Clerk

By: _____
Hon. John Moor, Mayor

WITNESS:

**ASBURY U PEDAL, LLC,
t/a ASBURY PARK PEDAL BOATS**

_____(Print)

By: _____
Linda Occhipinti, Owner

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the Contractor agrees as follows:

The Contractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The Contractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The Contractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the Contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31, et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The Contractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The Contractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability,

nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Contractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the Contractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The Contractor shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Signed: _____

Name & Address: Linda Occhipinti, Owner
Asbury U Pedal, LLC, t/a Asbury Park Pedal Boats
20 Quail Run
Brick, New Jersey 08723

Dated: _____

EXHIBIT B

**REQUIRED EVIDENCE
AFFIRMATIVE ACTION REGULATIONS
PUBLIC LAW 1975, c. 127 (N.J.A.C. 17:27)**

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L. 1975, c. 127, (N.J.A.C. 17:27). Prior to the date of the award, the contractor shall present one of the following:

1. A letter from the U. S. Department of Labor that the contractor has an existing federally approved or sanctioned Affirmative Action Program.
OR
2. A Certificate of Employee Information Report Approval.
OR
3. If you do not have either of the above, check below:

_____ Please send our company an Affirmative Action form for our completion (A.A. 302-Affirmative Action Employee Information Report)

The following questions must be answered by all contractors:

1. Do you have a federally approved or sanctioned Affirmative Action Program?
Yes _____ No _____
2. Do you have a State Certificate of Employee Information Report Approval?
Yes _____ No _____

You shall submit a photostatic copy of such certificate.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L. 1975, c.127 (N.J.A.C. 17:27) and agrees to furnish the required documentation pursuant to the law. The contractor must be rejected as non-responsible if the contractor fails to comply with the requirements of P.L. 1975, c.127 (N.J.A.C. 17:27) within the time frame. The Affirmative Action Affidavit for vendors having less than fifty (50) employees is no longer acceptable, a New Jersey Certificate of Approval or A.A. 302 is required.

ASBURY U PEDAL, LLC,
t/a ASBURY PARK PEDAL BOATS

By: _____
Linda Occhipinti, Owner

Dated: _____

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

The Contractor and the City of Asbury Park (hereinafter “owner”) do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the “Act”) (42 U.S.C. S12101, et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit or service on behalf of the owner pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, her agents, servants, employees or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the owner in any action or administrative proceeding commenced pursuant to the Act. The Contractor shall indemnify, protect and save harmless the owner, its agents, servants and employees from and against any and all suits, claims, losses, demands or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner’s grievance procedure, the Contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

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

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

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

ASBURY U PEDAL, LLC,
t/a ASBURY PARK PEDAL BOATS

By: _____
Linda Occhipinti, Owner

Dated: _____



Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 10, 2024
RESOLUTION SUMMARY

2024-196

Appointing PEM Law, LLP To Serve As Labor Counsel For The Remainder Of 2024, And
Authorizing The Execution Of An Agreement Associated Therewith



RESOLUTION NO. 2024-196

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

RESOLUTION APPOINTING PEM LAW, LLP TO SERVE AS LABOR COUNSEL FOR THE REMAINDER OF 2024, AND AUTHORIZING THE EXECUTION OF AN AGREEMENT ASSOCIATED THEREWITH

WHEREAS, the Mayor and Council of the City of Asbury Park (the “City”) have determined to appoint PEM Law, LLP (also referenced as “PEM”), as the City’s Labor Counsel for the remainder of 2024, expiring on December 31, 2024 and/or until such time as a successor has been duly appointed and qualified; and

WHEREAS, the services to be provided are considered to be “professional services” under the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.*, because the services will be performed by a person(s) authorized by law to practice a recognized profession; and

WHEREAS, the contract is intended to be awarded through a restricted (a/k/a “non-fair and open”) process, pursuant to and in accordance with N.J.S.A. 19:44A-1, *et seq.*; and

WHEREAS, PEM has completed and submitted the requisite non-fair and open form(s) which certify that it has not made any reportable contribution(s) to any candidate committee of any person serving in an elective public office of the municipality during the preceding one-year period prior to the award of the contract; and

WHEREAS, PEM shall not make any such reportable contribution(s) during the term of the contract to any candidate committee of any person serving in an elective public office of the City as of the date of the award of the within contract;

WHEREAS, the within contract may only be renewed upon further action of the City Council; and

WHEREAS, the City’s Chief Financial Officer has certified the availability of funds for this contract.

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, as follows:

1. That PEM Law, LLP is hereby appointed to serve as Labor Counsel for the City for the remainder of 2024 (through December 31, 2024), and/or until such time as a successor has been duly appointed and qualified.
2. That the Mayor is hereby authorized to execute, and the City Clerk to attest, an Agreement between the City of Asbury Park and PEM Law, LLP, which shall be in a form satisfactory to the City Attorney.
3. That said contract is awarded as a “professional service” in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the services will be performed by a person(s) authorized by law to practice a recognized profession.
4. That said contract is also awarded through a restricted (a/k/a “non-fair and open”) process, pursuant to and in accordance with N.J.S.A. 19:44A-1, *et seq.*
5. That the requisite non-fair and open forms, and the Determination of Value, related to the within contract are on file and available for public inspection at the office of the Municipal Clerk.
6. That notice of the adoption of this Resolution shall be published in a newspaper of general circulation within the City.
7. That a certified copy of this Resolution shall be provided to each of the following:
 - a. Lillian L. Nazzaro, Esq., City Manager;
 - b. PEM Law, LLP;
 - c. JoAnn Boos, CFO;
 - d. Tracy Lizardi, Director of Purchasing; 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. 2024-196 which was finally adopted by the City Council at a meeting held on the 10th day of April, 2024

CERTIFIED BY ME THIS 11th DAY OF April, 2024.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 10, 2024
RESOLUTION SUMMARY

2024-197

Authorizing a professional architectural services contract to Arcari & Iovino Architects for the Beach Restroom Conceptual Study (\$12,500.00)



RESOLUTION NO. 2024-197

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

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT TO ARCARI & IOVINO FOR ARCHITECTURAL SERVICES FOR THE BEACH RESTROOM CONCEPTUAL STUDY

WHEREAS, on January 22, 2024 the City of Asbury Park entered into an Professional Services Agreement with Arcari & Iovino Architects for architectural services for various projects within the City of Asbury Park;

WHEREAS, the City of Asbury Park is in need for architectural services for Beach restroom design;

WHEREAS, on March 28, 2024 the City of Asbury Park received a proposal for professional architectural services for the Beach Restroom Conceptual Study from Arcari & Iovino Architects; and

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

WHEREAS, the not-to-exceed cost for various services as outlined in the proposal shall not exceed \$12,500.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the Beach Professional Services Account 4-05-55-502-000-226. The maximum dollar value of the pending contract is as set forth in the resolution.

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, awards Arcari & Iovino Architects a professional architectural service contract for the Beach Restroom Conceptual Study as outlined in the scope of services provided on March 28, 2024, in a not-to-exceed amount of \$12,500.00.

NOW, THEREFORE, BE IT FURTHER RESOLVED that a copy of this Resolution be provided to the CFO and 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. 2024-197 which was finally adopted by the City Council at a meeting held on the 10th day of April, 2024

CERTIFIED BY ME THIS 11th DAY OF April, 2024.

LISA ESPOSITO
CITY CLERK



One Katherine Street
Little Ferry, NJ 07643
201.641.0600
www.aiarchs.com

Founding Partners
Edward Arcari, AIA, PP
Anthony Iovino, AIA, PP

Partners
Dariusz Bona, RA
Joseph Frangiosa, AIA
Todd Hause, AIA
Ralph Justo
Tania Moustafa, RA



March 28, 2024

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

RE: Public Restroom Conceptual Study

Dear Ms. Nazzaro,

Thank you for meeting with me last week. My visit to the sites with Robert was helpful for my understanding of the project goals. As I understand, the City of Asbury Park would like to explore the design for two new groups of public restrooms situated along the boardwalk at 1st and 4th Avenues. These facilities are intended to capture the lively seaside ambiance synonymous with Asbury Park while being robust and easy to maintain.

These new facilities would replace the metal container public restrooms. The primary aim of this study is to explore and define the necessary dimensions and preferred aesthetics for the new restroom facilities. With the concept design of the facilities established, we then can secure accurate MEP engineering and coordinate the scope with the city's engineer. When you decide to proceed with construction, we will prepare a separate proposal for construction document, bidding, and construction period services.

Project Assumptions

1. Project consists of a conceptual study for new public bathrooms at two locations.
2. A typical rendering depicting the building exterior will be provided.
3. Each restroom building includes men's, women's, family rooms and a janitor space.
4. Site survey and information required will be provided by the City.

Conceptual Study

While we are familiar with the locations and have visited the site, we will begin the process by visiting the two locations and collecting photographs of the existing site. Using available civil engineering drawings and aerial imagery, we will prepare digital base site drawings.

The following tasks are included:

1. Site visit to take photographs and observe the surroundings.
2. Evaluate the possible arrangement and quantity of fixtures on the target sites.
3. Consider building codes and ADA requirements.

4. Prepare schematic plan options depicting the restroom facilities.
5. Prepare site plan drawings to indicate the orientation and size of buildings within the project sites.
6. Research the types of fixtures and finishes for the restroom interior.
7. Meet with the city to review and discuss initial concept plans.
8. Prepare an exterior rendering of the proposed typical structure to establish the general design direction.
9. Send designs for Owner's review using digital files via email.
10. Revise design drawings based on Owner's comments.
11. Send final designs in digital format to Owner.

Our fee for the above tasks is \$12,250 (Twelve Thousand Two Hundred and Fifty Dollars). Services above those listed above and beyond can be provided on an hourly basis as noted below. We understand that the city wishes to begin construction as early as September, thus we are prepared to expedite this initial design exercise. Once this study is complete, we can then start on the construction and bid documents.

We look forward to working with you on this project. Please provide written authorization should you wish to proceed.

Sincerely,



Anthony Iovino, AIA, PP, LEED
Arcari + Iovino Architects, P.C.



One Katherine Street
Little Ferry, NJ 07643

tel: 201.641.0600
fax: 201.641.0626

www.aiarchs.com

Letter of Transmittal

To:	City of Asbury Park	Job:	2024 Architect Services
Attn:	Tracy A. Lizardi, Director of Purchasing	Job No.	
Address:	One Municipal Plaza	Date:	February 1, 2024
	Asbury Park, NJ 07712	From:	Anthony Iovino

Enclosed:

- ☐ Prints of Drawings
- ☐ Photocopies of documents
- ☐ Samples
- ☐ Shop Drawings
- ☒ Other

Via:

- ☒ U.S. Postal Service
- ☐ Overnight courier
- ☐ Messenger
- ☐ In person, by hand
- ☐ Other

For:

- ☐ Your review and comments
- ☐ Your approval
- ☐ Your records
- ☐ Your use/action
- ☒ Your use as you requested

Quantity:

2

Description:

AIA B102 Owner – Architect Agreement for 2024 Professional Services-
City Architect



AIA® Document B102® – 2017

Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services

AGREEMENT made as of the 22nd day of January in the year 2024
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Asbury Park
1 Municipal Plaza
Asbury Park, NJ 07712
Telephone Number: 732-775-2100

and the Architect:
(Name, legal status, address and other information)

Arcari + Iovino Architects, P.C.
One Katherine Street
Little Ferry, NJ 07643
Telephone Number: 201-641-0600
Fax Number: 201-641-0626

for the following (hereinafter referred to as "the Project"):
(Insert information related to types of services, location, facilities, or other descriptive
information as appropriate.)

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

Appointment for Architectural Services for the Calendar Year 2024.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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Packet Pg. 135

Attachment: 2024 - Arcari + Iovino - Architectural Services (2024-197 : Authorizing a Professional Services Contract to Arcari & Iovino for

TABLE OF ARTICLES

- 1 ARCHITECT'S RESPONSIBILITIES
- 2 OWNER'S RESPONSIBILITIES
- 3 COPYRIGHTS AND LICENSES
- 4 CLAIMS AND DISPUTES
- 5 TERMINATION OR SUSPENSION
- 6 COMPENSATION
- 7 MISCELLANEOUS PROVISIONS
- 8 SPECIAL TERMS AND CONDITIONS
- 9 SCOPE OF THE AGREEMENT

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2.)

Architectural Services for the Calendar Year 2024 for various municipal projects.

§ 1.1.1 The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 1.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 1.3 The Architect identifies the following representative authorized to act on behalf of the Architect with respect to the Project.

(List name, address, and other contact information.)

Anthony Iovino, President
Arcari + Iovino Architects, P.C.
1 Katherine Street
Little Ferry, NJ 07643

§ 1.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 6.2.3.

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§ 1.5.1 Commercial General Liability with policy limits of not less than one million (\$1,000,000.) for each occurrence and two million (\$2,000,000.) in the aggregate for bodily injury and property damage.

§ 1.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million (\$ 1,000,000.) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 1.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 1.5.1 and 1.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 1.5.4 Workers' Compensation at statutory limits.

§ 1.5.5 Employers' Liability with policy limits not less than one hundred thousand (\$ 100,000.) each accident, one hundred thousand (\$ 100,000.) each employee, and five hundred thousand (\$ 500,000.) policy limit.

§ 1.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than two million (\$ 2,000,000.) per claim and two million (\$ 2,000,000.) in the aggregate.

§ 1.5.7 Additional Insured Obligations. If requested by the Owner, to the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 1.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 1.5.

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 2.2 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

(List name, address, and other contact information.)

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

§ 2.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope

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of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 2.4 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 2.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 2.6 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 3.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 3.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the purposes of evaluating, constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 5 and Article 6. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 5.4, the license granted in this Section 3.3 shall terminate.

§ 3.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 3.3.1. The terms of this Section 3.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 5.4.

§ 3.4 Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 3.5 Except as otherwise stated in Section 3.3, the provisions of this Article 3 shall survive the termination of this Agreement.

ARTICLE 4 CLAIMS AND DISPUTES

§ 4.1 General

§ 4.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1.

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§ 4.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 4.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 5.7.

§ 4.2 Mediation

§ 4.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 4.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 4.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

☐ Arbitration pursuant to Section 4.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs Deleted)

§ 4.4 The provisions of this Article 4 shall survive the termination of this Agreement.

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ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 5.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 5.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 5.6 If the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

(Paragraphs Deleted)

§ 5.8 Except as otherwise expressly provided herein, this Agreement shall terminate
(Check the appropriate box.)

☐ One year from the date of commencement of the Architect's services

☐ One year from the date of Substantial Completion

☒ Other

(Paragraph Deleted)

If the Owner and Architect do not select a termination date, this Agreement shall terminate one year from the date of commencement of the Architect's services.

§ 5.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 5.7.

ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect as set forth below for services described in Section 1.1, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.

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Packet Pg. 140

(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)

Projects with tasks that can be quantified ahead of time can be performed at a negotiated fixed fee if mutually agreed upon otherwise, services required for a particular project will be charged at the hourly rates listed below:

Principal Architect \$170.
Project Architect \$150.
Project Manager \$135.
Sr. Technical Staff \$110.
Draftsperson \$ 90.

§ 6.2 Compensation for Reimbursable Expenses

§ 6.2.1 Reimbursable Expenses are in addition to compensation set forth in Section 6.1 and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

(Paragraphs Deleted)

- 1 Printing, reproductions, plots, and standard form documents;
- 2 Postage, handling and delivery;

(Paragraphs Deleted)

§ 6.2.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent (%) of the expenses incurred.

§ 6.2.3 Architect's Insurance. If the types and limits of coverage required in Section 1.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Paragraph Deleted)

§ 6.3 Payments to the Architect

§ 6.3.1 Initial Payments

§ 6.3.1.1 An initial payment of zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 6.3.2 Progress Payments

§ 6.3.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice.

(Paragraph Deleted)

§ 6.3.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 6.3.2.3 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

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Packet Pg. 141

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3.

§ 7.2 Except as separately defined herein, terms in this Agreement shall have the same meaning as those in AIA Document A201™–2017, General Conditions of the Contract for Construction.

§ 7.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 7.4 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 7.4.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 7.5 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 7.6 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 7.7 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 7.8 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 7.8 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 5.4.

§ 7.9 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 7.9.1. This Section 7.9 shall survive the termination of this Agreement.

§ 7.9.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively

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Packet Pg. 142

for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 7.9.

§ 7.10 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 8 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

"Political Contribution Disclosure: The within Agreement has been awarded to the Contractor based upon the merits and abilities of the Contractor to provide the services as described herein. This Agreement was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4, et seq. As such, the undersigned do hereby attest that the Contractor, his/her firm, his/her firm's subsidiaries and assigns, and any principals controlling in excess of ten percent (10%) of his/her firm, have neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the Agreement that would, pursuant to P.L. 2004, c. 19, affect the Contractor's eligibility to perform this Agreement, nor will the Contractor or his/her firm make a reportable contribution during the term of the within Agreement to any political party committee in the City of Asbury Park if a member of that political party is serving in an elective public office of the City of Asbury Park when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office of the City of Asbury Park when the Agreement is awarded."

ARTICLE 9 SCOPE OF THE AGREEMENT

§ 9.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

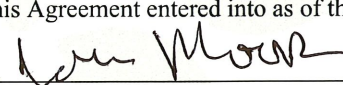
§ 9.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B102™-2017, Standard Form Agreement Between Owner and Architect

(Paragraphs Deleted)

(Paragraphs Deleted)

This Agreement entered into as of the day and year first written above.


OWNER (Signature)

JOHN MOOR, Mayor
(Printed name and title)


ARCHITECT (Signature)

Anthony Iovino, President
(Printed name, title, and license number, if required)

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AIA® Document B102® – 2017
Standard Form of Agreement Between Owner and Architect *without a
Predefined Scope of Architect's Services*

AGREEMENT made as of the ²² day of ^{January} ~~February~~ in the year 2024
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Asbury Park
1 Municipal Plaza
Asbury Park, NJ 07712
Telephone Number: 732-775-2100

and the Architect:
(Name, legal status, address and other information)

Arcari + Iovino Architects, P.C.
One Katherine Street
Little Ferry, NJ 07643
Telephone Number: 201-641-0600
Fax Number: 201-641-0626

for the following (hereinafter referred to as "the Project"):
(Insert information related to types of services, location, facilities, or other descriptive
information as appropriate.)

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

Appointment for Architectural Services for the Calendar Year 2024.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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Packet Pg. 144

TABLE OF ARTICLES

- 1 ARCHITECT'S RESPONSIBILITIES
- 2 OWNER'S RESPONSIBILITIES
- 3 COPYRIGHTS AND LICENSES
- 4 CLAIMS AND DISPUTES
- 5 TERMINATION OR SUSPENSION
- 6 COMPENSATION
- 7 MISCELLANEOUS PROVISIONS
- 8 SPECIAL TERMS AND CONDITIONS
- 9 SCOPE OF THE AGREEMENT

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2.)

Architectural Services for the Calendar Year 2024 for various municipal projects.

§ 1.1.1 The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 1.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 1.3 The Architect identifies the following representative authorized to act on behalf of the Architect with respect to the Project.

(List name, address, and other contact information.)

Anthony Iovino, President
Arcari + Iovino Architects, P.C.
1 Katherine Street
Little Ferry, NJ 07643

§ 1.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 6.2.3.

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Packet Pg. 145

§ 1.5.1 Commercial General Liability with policy limits of not less than one million (\$1,000,000.) for each occurrence and two million (\$2,000,000.) in the aggregate for bodily injury and property damage.

§ 1.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million (\$ 1,000,000.) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 1.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 1.5.1 and 1.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 1.5.4 Workers' Compensation at statutory limits.

§ 1.5.5 Employers' Liability with policy limits not less than one hundred thousand (\$ 100,000.) each accident, one hundred thousand (\$ 100,000.) each employee, and five hundred thousand (\$ 500,000.) policy limit.

§ 1.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than two million (\$ 2,000,000.) per claim and two million (\$ 2,000,000.) in the aggregate.

§ 1.5.7 **Additional Insured Obligations.** If requested by the Owner, to the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 1.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 1.5.

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 2.2 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

(List name, address, and other contact information.)

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

§ 2.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope

of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 2.4 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 2.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 2.6 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 3.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 3.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the purposes of evaluating, constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 5 and Article 6. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 5.4, the license granted in this Section 3.3 shall terminate.

§ 3.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 3.3.1. The terms of this Section 3.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 5.4.

§ 3.4 Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 3.5 Except as otherwise stated in Section 3.3, the provisions of this Article 3 shall survive the termination of this Agreement.

ARTICLE 4 CLAIMS AND DISPUTES

§ 4.1 General

§ 4.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1.

§ 4.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 4.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 5.7.

§ 4.2 Mediation

§ 4.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 4.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 4.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 4.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs Deleted)

§ 4.4 The provisions of this Article 4 shall survive the termination of this Agreement.

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ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 5.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 5.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 5.6 If the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

(Paragraphs Deleted)

§ 5.8 Except as otherwise expressly provided herein, this Agreement shall terminate
(Check the appropriate box.)

☐ One year from the date of commencement of the Architect's services

☐ One year from the date of Substantial Completion

☒ Other

(Paragraph Deleted)

If the Owner and Architect do not select a termination date, this Agreement shall terminate one year from the date of commencement of the Architect's services.

§ 5.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 5.7.

ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect as set forth below for services described in Section 1.1, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.

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(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)

Projects with tasks that can be quantified ahead of time can be performed at a negotiated fixed fee if mutually agreed upon otherwise, services required for a particular project will be charged at the hourly rates listed below:

Principal Architect \$170.
Project Architect \$150.
Project Manager \$135.
Sr. Technical Staff \$110.
Draftsperson \$ 90.

§ 6.2 Compensation for Reimbursable Expenses

§ 6.2.1 Reimbursable Expenses are in addition to compensation set forth in Section 6.1 and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

(Paragraphs Deleted)

- 1 Printing, reproductions, plots, and standard form documents;
- 2 Postage, handling and delivery;

(Paragraphs Deleted)

§ 6.2.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent (%) of the expenses incurred.

§ 6.2.3 Architect's Insurance. If the types and limits of coverage required in Section 1.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Paragraph Deleted)

§ 6.3 Payments to the Architect

§ 6.3.1 Initial Payments

§ 6.3.1.1 An initial payment of zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 6.3.2 Progress Payments

§ 6.3.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice.

(Paragraph Deleted)

§ 6.3.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 6.3.2.3 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

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ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3.

§ 7.2 Except as separately defined herein, terms in this Agreement shall have the same meaning as those in AIA Document A201™–2017, General Conditions of the Contract for Construction.

§ 7.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 7.4 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 7.4.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 7.5 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 7.6 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 7.7 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 7.8 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 7.8 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 5.4.

§ 7.9 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 7.9.1. This Section 7.9 shall survive the termination of this Agreement.

§ 7.9.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively

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for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 7.9.

§ 7.10 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 8 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

"Political Contribution Disclosure: The within Agreement has been awarded to the Contractor based upon the merits and abilities of the Contractor to provide the services as described herein. This Agreement was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4, et seq. As such, the undersigned do hereby attest that the Contractor, his/her firm, his/her firm's subsidiaries and assigns, and any principals controlling in excess of ten percent (10%) of his/her firm, have neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the Agreement that would, pursuant to P.L. 2004, c. 19, affect the Contractor's eligibility to perform this Agreement, nor will the Contractor or his/her firm make a reportable contribution during the term of the within Agreement to any political party committee in the City of Asbury Park if a member of that political party is serving in an elective public office of the City of Asbury Park when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office of the City of Asbury Park when the Agreement is awarded."

ARTICLE 9 SCOPE OF THE AGREEMENT

§ 9.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

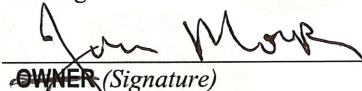
§ 9.2 This Agreement is comprised of the following documents identified below:

- 1 AIA Document B102™-2017, Standard Form Agreement Between Owner and Architect

(Paragraphs Deleted)

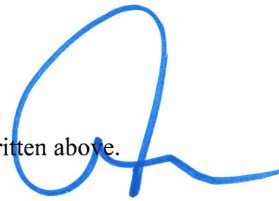
(Paragraphs Deleted)

This Agreement entered into as of the day and year first written above.



OWNER (Signature)

John Moor, Mayor
(Printed name and title)



ARCHITECT (Signature)

Anthony Iovino, President

(Printed name, title, and license number, if required)

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Packet Pg. 152



Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 10, 2024
RESOLUTION SUMMARY

2024-198

Appointments to the Mayor's Wellness Committee: Holly Rapport



RESOLUTION NO. 2024-198

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

RESOLUTION AUTHORIZING APPOINTMENTS TO THE MAYOR'S WELLNESS 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 “Mayor’s Wellness 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 a community initiative to champion healthy and active living within the City of Asbury Park and improve overall health within 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 be for January 15, 2024 and 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.

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 “Mayor’s Wellness 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
Holly Rapport

3. A certified copy of this Resolution shall be provided to all appointed members and 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. 2024-198 which was finally adopted by the City Council at a meeting held on the 10th day of April, 2024

CERTIFIED BY ME THIS 11th DAY OF April, 2024.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 10, 2024
RESOLUTION SUMMARY

2024-199

North Eats Food Trucks renewing Resolution with conditions for operation. Must be renewed every two years.



RESOLUTION NO. 2024-199

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

**RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ASBURY PARK,
ACTING AS THE WATERFRONT REDEVELOPMENT ENTITY, GRANTING A TWO-
YEAR EXTENSION IN ACCORDANCE WITH RESOLUTION NO. 2022-226
ADOPTED BY THE CITY COUNCIL OF THE CITY OF ASBURY PARK ON MAY 11,
2022, AS AMENDED BY RESOLUTION NO. 2023-235 ADOPTED BY THE CITY
COUNCIL ON MAY 10, 2023, AND SUBJECT TO FURTHER CONDITION
REGARDING THE OPERATION OF THE FOOD TRUCK COURT IN THE GREEN
ACRES PARCEL IN BLOCK 4502, LOT 1.25**

WHEREAS, Asbury Partners LLC, the designated Master Developer of the Waterfront Redeveloper Area, is the owner of Tax Block 4502, Lot 1.25 (the “Property” or the “Green Acres Parcel”) in the City of Asbury Park (the “City”), which property is located within the Waterfront Redevelopment Area Zone; and

WHEREAS, in 2015, Asbury Partners LLC or an affiliate thereof sought approvals from the City for the operation of a food truck court upon the Property; and

WHEREAS, on April 8, 2015, the Mayor and City Council, acting in the capacity as the Redevelopment Entity, adopted Resolution No. 2015-151 which granted conceptual approval, subject to certain conditions, for the operation of a food truck court within the Green Acres Parcel (the “Food Truck Court”) for a term of six (6) years (i.e. 2015 - 2021) and referred the matter to the Planning Board of the City of Asbury Park (the “Planning Board”) for appropriate review and related approvals; and

WHEREAS, on June 1, 2015 the Planning Board adopted a resolution approving a sign variance and a preliminary and final site plan application for the temporary use of the Property as a Food Truck Court, subject to various conditions; and

WHEREAS, on February 25, 2016, the City Council adopted Resolution No. 2016-121 approving an extension of the operating hours of the Food Truck Court from those previously approved (11:00 a.m. to 9:00 p.m.) to 10:00 a.m. to 10:00 p.m. on a 7-day per week basis; and

WHEREAS, on June 23, 2021, the Mayor and City Council adopted Resolution No. 2021-331 confirming that the six (6) year term associated with the approvals previously granted for the Food Truck Court was intended to include the summer season of 2021 and establishing a

termination date for the [approvals for the] operation of the Food Truck Court of September 7, 2021; and

WHEREAS, on April 1, 2022, Asbury Partners LLC submitted an application to the City requesting an extension and slight modification of the approvals previously granted by the City Council and Planning Board for the operation of the Food Truck Court in order for the Food Truck Court to include six (6) food trucks, picnic tables, string lights, recreation space, an area for trash storage, and signage (the “Project”); and

WHEREAS, on May 12, 2022, the City Council adopted Resolution No. 2022-226 granting conceptual approval for the Project, subject to certain conditions, and referring the matter to the Planning Board for the appropriate review and related approvals (the “2022 City Council Resolution”); and

WHEREAS, the conditions enumerated in the 2022 City Council Resolution, which the City Council strongly recommended the Planning Board consider, comprised the following (collectively, the “Conditions”):

1. Approval of the Project to be granted on a temporary basis and be limited to two (2) years with the ability of the Applicant to obtain an extension upon a subsequent request to the Mayor and Council; any such extension to be subject to a Resolution of the City Council (“Condition No. 1”).
2. Period of operation to be summer seasonal running from the Friday immediately preceding Memorial Day through Labor Day (“Condition No. 2”).
3. The hours of operation to be limited to 10:00 a.m. to 9:00 p.m. on a 7-day per week basis and any trucks upon the Property during said hours to be required to be open and operating, except for during inclement weather (“Condition No. 3”).
4. Food Trucks to be no larger than 10’ (width) x 30’ (length) in size (“Condition No. 4”).
5. At least two (2) Food Trucks to be open and operating during the hours of operation referenced above, however, no more than six (6) Food Trucks to be upon the Property at any given time (“Condition No. 5”).
6. No overnight parking to be permitted (“Condition No. 6”).
7. No generators to be permitted, with each Food Truck to be permitted electric utility service (“Condition No. 7”).
8. Except for the previously approved “North Eats” signage upon the Property, no additional signage to be permitted (“Condition No. 8”).
9. Food Trucks to comply with all City Ordinances prohibiting open alcohol containers in public (“Condition No. 9”).
10. The Applicant to provide the Planning Board with a garbage plan for the storage and removal of trash and recyclable materials (“Condition No. 10”).
11. The Applicant to provide the Planning Board with a plan for providing water to the Property (“Condition No. 11”).
12. The Applicant to address, to the Planning Board’s satisfaction, any comments and recommendations from the Fire Department, Police Department, Beach Utility and other governmental agencies (“Condition No. 12”).
13. The Applicant to provide testimony to the Planning Board to demonstrate that the Project

- complies with the Redevelopment Plan (“Condition No. 13”).
14. The Applicant to comply with all the terms and conditions of the Severance Lease between the City and Madison Asbury Retail, LLC dated June 1, 2010 (“Condition No. 14”).
 15. In order to keep the Property clean and free from debris, and in order to maintain compliance with requirements, Applicant to conduct frequent site checks (at least every 2 hours) throughout the Property during the hours of 10:00 am and 4:00 pm; and from 4:00 pm to 9:00 pm, the Applicant to have a representative on the Property at all times, with all such site checks being documented and with said documentation to be provided to the City’s Director of Planning and Redevelopment on at least a weekly basis, on each Monday during the summer season (“Condition No. 15”); and

WHEREAS, on June 6, 2022, following a public hearing which included the testimony of a representative of the proposed operator addressing, *inter alia*, compliance with the Conditions, the Planning Board adopted a Resolution entitled “Resolution Approving Continuation of Sign Variance and Preliminary and Final Site Plan Application of Asbury Partners LLC for the Use of 1600 Ocean Avenue, A/K/A Block 4502, Lot 1.25, for a Food Truck Court and Recreation Area on a Temporary Basis” (the “2022 Planning Board Resolution”); and

WHEREAS, the 2022 Planning Board Resolution noted the testimony referenced above, which satisfied Condition No. 13 listed above, and adopted, fully incorporated and was subject to all of the other Conditions set forth in the 2022 City Council Resolution; and

WHEREAS, thereafter, Asbury Partners LLC (the “Applicant”) submitted a letter application to the City dated April 27, 2023 regarding the continued operation of the Food Truck Court for the 2023 summer season (i.e. from the Friday immediately preceding Memorial Day through Labor Day) (the “Period of Operation”) and requesting that, (i) certain of the Conditions be vacated or modified due to the hardships associated with compliance and (ii) the matter be referred to the Planning Board for an amendment of the approvals set forth in the 2022 Planning Board Resolution; and

WHEREAS, the Applicant requested that Condition No. 3 be modified to provide that the hours of operation for the Food Truck Court are Friday through Sunday, 10 a.m. to 9 p.m., from the Friday immediately preceding Memorial Day through June 30th and 10:00 a.m. to 9 p.m., 7-days per week from July 1st through Labor Day, except for during inclement weather (“Hours of Operation”); and

WHEREAS, the Applicant requested that Condition No. 3 be further modified such that “any trucks upon the Property” during such Hours of Operation are not required to be open and operating, provided however, that at least two (2) food trucks shall be required to be open and operating during the Hours of Operation, as required by Condition No. 5; and

WHEREAS, the Applicant requested that Condition No. 6 be vacated such that the food trucks would be permitted to park upon the Property overnight; and

WHEREAS, the Applicant requested that Condition No. 15 be modified such that a

representative of the Applicant would not be required to be physically located on the Property at all times between 4 p.m. to 9 p.m. every day, provided however, that the Applicant would be required to conduct frequent site checks of the Property during the Hours of Operation, with all such site checks being documented and with said documentation being provided to the City's Director of Planning and Redevelopment on at least a weekly basis, on each Monday during the Period of Operation, as otherwise required by Condition No. 15; and

WHEREAS, the Applicant represented that it had exercised best efforts to comply with the Conditions but that there was a significant business and financial hardship in doing so and as such, the continued operation of the Food Truck Court would have been at risk as a result; and

WHEREAS, in an effort to keep the operation of the Food Truck Court viable such that beachgoers and other residents and visitors of the City would be able to avail themselves of the various foods and refreshments offered in the Food Truck Court at the waterfront, and so that the Property could be utilized in an economically beneficial manner temporarily until such time that it may be permanently redeveloped in accordance with the Waterfront Redevelopment Plan, the Mayor and City Council reconsidered the 2022 City Council and certain Conditions therein, the terms and conditions of the 2022 Planning Board Resolution, and the Applicant's requests set forth above; and

WHEREAS, the Mayor and City Council, acting as the City's Redevelopment Entity, confirmed its prior determinations regarding the Project as set forth in the 2022 City Council Resolution but based upon the Applicant's requests and explanations therefor, the Mayor and City Council strongly recommended that the Planning Board consider the following: (a) modify Condition No. 3 such that the hours of operation for the Food Truck Court would be Friday through Sunday, 10 a.m. to 9 p.m., from the Friday immediately preceding Memorial Day through June 30th and 10:00 a.m. to 9 p.m., 7-days per week from July 1st through Labor Day, except for during inclement weather ("Hours of Operation"); (b) further modify Condition No. 3 such that "any trucks upon the Property" during such Hours of Operation would not be required to be open and operating, provided however, that at least two (2) food trucks would be required to be open and operating during the Hours of Operation, as required by Condition No. 5; (c) vacate Condition No. 6 such that the food trucks would be permitted to park upon the Property overnight; (d) modify Condition No. 15 such that a representative of the Applicant would not be required to be physically located on the Property at all times between 4pm - 9pm every day, provided however, that the Applicant would be required to conduct frequent site checks of the Property during the Hours of Operation, with all such site checks being documented and with said documentation being provided to the City's Director of Planning and Redevelopment on at least a weekly basis, on each Monday during the Period of Operation, as otherwise required by Condition No. 15; (e) confirm all other Conditions not specifically referenced would remain effective (collectively, with the modifications set forth in (a) through (d), the "Modified Conditions"); and finally, (f) make any amendment of the 2022 Planning Board Resolution effective retroactively to the weekend immediately preceding Memorial Day such that the Modified Conditions would be deemed to be applicable to the entirety of the Period of Operation of the Food Truck Court; and

WHEREAS, on May 10, 2023, the City Council adopted Resolution No. 2023-235 amending Resolution No. 2022-226 to incorporate the above-referenced provisions (a) through (f)

(collectively, “City Council Recommendations”) and referring the matter to the Planning Board for review and amended approvals; and

WHEREAS, on July 17, 2023, the Planning Board adopted a Resolution amending and continuing preliminary and final site plan application and requiring the Applicant to comply with, *inter alia*, the City Council Recommendations, including Condition No. 1 (i.e. 2 year extension requests subject to approval by City Council); and

WHEREAS, on March 18, 2024, the Applicant submitted an application to the City to extend the approval set forth in the 2022 City Council Resolution, through May 2026, a copy of which is attached hereto as **Attachment A**; and

WHEREAS, all Resolutions referenced herein are incorporated into the record.

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

Section 1. Recitals. The foregoing recitals are incorporated herein by reference.

Section 2. Conditional Extension of Approval Granted in 2022 City Council Resolution. The approval for the operation of the Food Truck Court set forth in Resolution No. 2022-226, adopted by the Mayor and City Council of the City of Asbury Park on May 12, 2022, as amended by Resolution No. 2023-235 adopted by the City Council on May 10, 2023, is hereby extended by two (2) years, through May 2025.

Section 3.This Resolution shall take effect immediately.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-199 which was finally adopted by the City Council at a meeting held on the 10th day of April, 2024

CERTIFIED BY ME THIS 11th DAY OF April, 2024.

LISA ESPOSITO
CITY CLERK



CHIESA SHAHINIAN & GIANTOMASI PC

105 Eisenhower Parkway, Roseland, NJ 07068

csglaw.com

JENNIFER M. PORTER

Member

jporter@csglaw.com

O 973.530.2071 F 973.325.1501

March 18, 2024

Via FedEx

Ms. Michelle Alonso, AICP, PP
 Director of Planning and Redevelopment
 City of Asbury Park
 One Municipal Plaza
 Asbury Park, New Jersey 07712

Re: Asbury Partners LLC
 1600 Ocean Avenue - Block 4502, Lot 1.25
 North Eats Food Truck Court

Dear Ms. Alonso

This office represents Asbury Partners LLC, the owner and applicant (hereinafter referred to as the "Applicant") in connection with its application to the Mayor and City Council in connection with the Food Truck Court located at 1600 Ocean Avenue and designated as Block 4502, Lot 1.25 on the Tax Maps of the City of Asbury Park (the "Property"). By way of brief background, on June 1, 2015 the Planning Board of the City of Asbury Park (the "Planning Board") adopted a resolution granting preliminary and final site plan approval, along with sign variance relief in connection with the operation of a food truck court with related site amenities, and passive recreation facilities on the Property. This approval was for a six (6)-year term, subject to the Applicant receiving extensions from the City Council of the City of Asbury Park (the "City Council") acting in its capacity as the City's Redevelopment Agency. In 2016, the Asbury Park City Council passed a resolution to extend the park's operational hours. The approval period was also extended from two (2) years to six (6) years so that the Council's recommended time period would coincide with the six-year term as approved by the Planning Board.

On May 11, 2022, the City Council acting as the City's Redevelopment Agency, passed a resolution to extend and slightly modify the approvals previously granted by the Planning Board and City Council. The City Council referred the matter to the Planning Board and indicted that this approval was limited to two (2) years, and the Applicant could extend such approval upon application to the Mayor and Council. On June 6, 2022, the Applicant received approval from the Planning Board for another six-year term subject to receiving extensions from the City Council every two (2) years. On May 10, 2023, the Applicant received Approval from the City Council acting as the City's Redevelopment Agency to further modify the previously received approvals to require that a representative of the Applicant be present on site at all times during the hours of operation of the Food Truck Court, allowing in the alternative that the Applicant conduct frequent site checks in order to keep the site clean and free from debris; and (iii) to change the hours of operation to Friday through Sunday, 10 a.m. to 9 p.m., from the Friday immediately preceding Memorial Day through June 30th

Ms. Michelle Alonso, AICP, PP
 March 18, 2024
 Page 2

and 10 a.m. to 9 p.m., seven (7) days per week from July 1st through Labor Day, except for during inclement weather. The City Council also amended certain conditions of its May 11, 2022 resolution and referred the matter to the Planning Board. On July 17, 2023, the Planning Board adopted a resolution approving such modifications.

The Applicant is seeking to extend the approvals previously granted by the City Council for an additional two (2) year period through May 2026. Enclosed please find the following submission materials in support of the aforementioned application to the Mayor and City Council:

1. Nine (9) copies of the Application to the Technical Review Committee with the following exhibits:
 - a. Exhibit A – Project Description
 - b. Exhibit B - Prior Approvals for the "Food Truck Court", consisting of the following:
 - i. June 1, 2015 Resolution Adopted by the City of Asbury Park Planning Board Approving a Sign Variance and Preliminary and Final Site Plan Application of Madison Asbury Retail, LLC For the Use of 1600 Ocean Avenue, A/K/A Block 4502, Lot 1.25, For a Food Truck Court, and Recreational Area on a Temporary Basis;
 - ii. February 26, 2016 Resolution Adopted by the City Council of Asbury Park, acting as Waterfront Redevelopment Entity Approving the Extension of the Operating Hours of the Food Truck Court at Block 4502, Lot 1.25;
 - iii. June 23, 2021 Resolution Adopted by the City Council of Asbury Park, acting as Waterfront Redevelopment Entity Confirming the Term Associated with the Approvals Previously Granted for the Food Truck Court at the Beachfront;
 - iv. May 11, 2022 Resolution Adopted by the City Council of Asbury Park, acting as Waterfront Redevelopment Entity, Granting Conceptual Approval to Asbury Partners LLC, for the Food Truck Court in the Green Acres Parcel in Block 4502, Lot 1.25 and Referring the Matter to the Planning Board for Appropriate Approvals;
 - v. June 6, 2022 Resolution Adopted by the City of Asbury Park Planning Board Approving Continuation of Sign Variance and Preliminary and Final Site Plan Application of Asbury Partners LLC for the Use of 1600 Ocean Avenue, A/K/A Block 4502, Lot 1.25 as a Food Truck Court and Recreational Area on a Temporary Basis;
 - vi. May 10, 2023 Resolution Adopted by the City Council of Asbury Park, acting as Waterfront Redevelopment Entity, Amending Resolution No. 2022-226 Adopted by the City Council of the City of Asbury Park on May 11, 2022 Regarding the Operation of the Food Truck Court in the

Attachment: Application to Extend Approvals (2024) (2024-199 : Food Truck Court North Eats 2024 Two Year extension to operate)

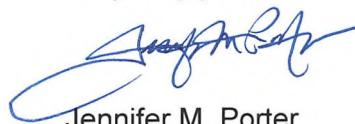
Ms. Michelle Alonso, AICP, PP
March 18, 2024
Page 3

Green Acres Parcel in Block 4502, Lot 1.25 and Referring the Matter to the Planning Board for Appropriate Amended Approvals; and

- vii. July 17, 2023 Resolution Adopted by the City of Asbury Park Planning Board Approving Continuation of Sign Variance Amendment to Preliminary and Final Site Plan Approval Application of Asbury Partners, LLC for the Use of 1600 Ocean Avenue, A/K/A Block 4502, Lot 1.25 as a Food Truck Court and Recreational Area on a Temporary Basis.
- c. Exhibit C – Existing Site Photographs
- d. Exhibit D – Contribution and Corporate Disclosure Statements from the following individuals:
 - i. Jennifer M. Porter, Esq. (CSG Law);
 - ii. David Furgal (Asbury Partners, LLC);
 - iii. Brian Cheripka (Asbury Partners, LLC); and
 - iv. Michael Carr (Operator)
- 2. Nine (9) 11x17 copies of the Preliminary and Final Site Plan previously approved by the Planning Board and prepared by Maser Consulting dated June 15, 2015, consisting of two (2) sheets.

Please let us know if anything further is required to schedule this application for review by the Mayor and City Council.

Very truly yours,



Jennifer M. Porter
Member

JMP:
Enclosures

Attachment: Application to Extend Approvals (2024) (2024-199 : Food Truck Court North Eats 2024 Two Year extension to operate)

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

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



JOHN MOOR, MAYOR
AMY QUINN, DEPUTY MAYOR
ANGELA AHBEZ-ANDERSON, COUNCILMEMBER
EILEEN CHAPMAN, COUNCILMEMBER
YVONNE CLAYTON, COUNCILMEMBER
LILLIAN L. NAZZARO, ESQ., CITY MANAGER
LISA ESPOSITO, RMC, CITY CLERK

3.C.8.a

Application for Review by Technical Review Committee (TRC)

PROPERTY LOCATION: 1600 Ocean Avenue Block: 4502 Lot(s): 1.25

1. APPLICANT INFORMATION:

Name: Asbury Partners LLC

Address: 1114 Avenue of the Americas, 39th FL, New York, NY 10036

Phone # 732-774-3378 Fax:

Email: dfurgal@starfieldcompanies.com

2. ATTORNEY INFORMATION:

Name: Jennifer M. Porter, Esq. - Chiesa Shahinian & Giantomasi PC

Address: 105 Eisenhower Parkway, Roseland, NJ 07068

Phone #: 973-530-2071 Fax:

Email: jporter@csglaw.com

3. ARCHITECT INFORMATION:

Name: N/A

Address:

Phone #: Fax:

Email:

4. ENGINEER INFORMATION:

Name: N/A

Address:

Phone #: Fax:

Email:

Attachment: Application to Extend Approvals (2024) (2024-199 : Food Truck Court North Eats 2024 Two Year extension to operate)

5. PRESENT OWNER (If not applicant):Name: Please see applicant information

Address: _____

Phone #: _____ Fax: _____

Email: _____

6. Interest of applicant, if other than owner: N/A7. Existing Use North Eats - seasonal food truck court

8. Primary Zone: _____ Infill Zone: _____ Other: _____

9. Property is located in zone WRA as per Asbury Park Land Development Ordinance.10. Property is _____; is not X located in a Historical District.

Historic District _____.

11. Proposed Amendments(s) to Plan: None - Request for extension of approvals_____

_____Brian A. Cheripka

Applicant Signature

EXHIBIT A**North Eats Food Truck
Park Project Description
March 15, 2024****Overview**

The North Eats food truck park, located at the North End of the Asbury Park Boardwalk within the Waterfront Redevelopment Area (“WRA”), has been successfully operating since the summer of 2015. Madison Marquette, in partnership with iStar, originally applied for site plan approval in 2015. The seasonal park consists of up to six trucks offering a variety of cuisines, ranging from Asian Fusion, to Peruvian, to Italian. The 26,441 square foot area in which the food trucks are located includes picnic tables, string lights, recreation space, an area for trash storage, and signage. There are no changes being proposed to the previously approved site plan.

Consistency with the Waterfront Redevelopment Plan

The food truck park upholds the following principles of the WRA Plan:

- Re-create Asbury Park as an entertainment center
- Make Asbury Park a place for families
- Create pedestrian friendly streets

The site is also within the North Shore neighborhood of the Plan, which lists the following design principles for that neighborhood which are relevant to this application:

- Restore the connection between Sixth and Ocean Avenues.
- Improve the visual character of the flared ends of streets at Ocean Avenue

Operations

The Applicant is seeking to extend the approval previously granted by the Asbury Park City Council for an additional two (2) year period through May 2026. By way of background, in 2022, the Asbury Park City Council acting as the City’s Redevelopment Agency, passed a resolution to extend and slightly modify the approvals previously granted by the Planning Board and City Council. The City Council referred the matter to the Planning Board and indicted that this approval was limited to two (2) years, and the Applicant could extend such approval upon application to the Mayor and Council. On June 6, 2022, the Applicant received approval from the Planning Board for another six-year term subject to receiving extensions from the City Council every two (2) years. On May 10, 2023, the Applicant received Approval from the City Council acting as the City’s Redevelopment Agency to further modify the previously received approvals to require that a representative of the Applicant be present on site at all times during the hours of operation of the Food Truck Court, allowing in the alternative that the Applicant conduct frequent site checks in order to keep the site clean and free from debris; and (iii) to change the hours of operation to Friday through Sunday, 10 a.m. to 9 p.m., from the Friday immediately preceding Memorial Day through June 30th and 10 a.m. to 9 p.m., seven (7) days per week from July 1st through Labor Day, except for during inclement weather. The City Council also amended certain conditions of its May 11, 2022 resolution and referred the matter to the Planning Board. On July 17, 2023, the Planning Board adopted a resolution approving such modifications.

EXHIBIT B

Exhibit B: Prior Approvals

RESOLUTION APPROVING A SIGN VARIANCE AND PRELIMINARY
AND FINAL SITE PLAN APPLICATION OF MADISON ASBURY RETAIL,
LLC FOR THE USE OF 1600 OCEAN AVENUE, A/K/A BLOCK 4502, LOT
1.25, FOR A FOOD TRUCK COURT AND RECREATION AREA ON A
TEMPORARY BASIS

WHEREAS, the applicant Madison Asbury Retail, LLC, hereinafter referred to as the applicant is the owner of the above referenced Tax Block and Lot in the City of Asbury Park, which property is located in the Waterfront Redevelopment Area Zone, hereinafter referred to as the WRA; and

WHEREAS, the applicant has applied for Preliminary and Final Site Plan and sign variance approval for the creation of a food truck court, with site amenities, signage and passive recreation facilities at the above referenced property on a temporary basis. The details of the proposal are set forth in the site plan application, exhibits and testimony submitted on behalf of the applicant at a public hearing conducted by the Planning Board on April 27, 2015. The application, site plans, exhibits and testimony submitted into evidence at the hearing are incorporated herein by reference thereto; and

WHEREAS, the proposed uses permitted in the WRA Zone and all jurisdictional requirements have been met and proper notice has been given pursuant to the Municipal Land Use Law and City Ordinances, and the Board has jurisdiction to consider this application; and

WHEREAS, the Board considered this application at a public hearing held on April 27, 2015; and

WHEREAS, Anselm Fusco and Carrie Turner, employees of the applicant testified on the operational details of the proposed food court and recreational facilities and the signage details; and

WHEREAS, Robert Curley, a licensed professional engineer in the State of New Jersey testified on behalf of the applicant on the engineering and site plan details of the application; and

WHEREAS, Thomas Bauer, a landscape architect in the State of New Jersey testified on behalf of the applicant on the landscaping details of the application; and

WHEREAS, members of the public were afforded the opportunity to cross examine the applicant's witnesses and the opportunity to make comments or suggestions in support of, or in opposition to the application; and

WHEREAS, the Board after considering the evidence and testimony presented on behalf of the applicant and the comments of interested citizens has made the following findings of fact and conclusions based thereon:

1. The property is located in the Waterfront Redevelopment Area Zone, which permits the contemplated uses at the site.
2. The plans for the project submitted by the applicant have received the necessary approvals of the Mayor and Council of the City of Asbury Park acting in their capacity as the City Redevelopment Agency pursuant to a Resolution adopted by the Mayor and City Council.
3. The plans as submitted in conjunction with Board imposed conditions hereinafter set forth will adequately address the lighting, landscaping, engineering and site plan requirements of the City; and

WHEREAS, the Board determined that the sign variance or variances requested by the applicant can be granted without substantial detriment to the public good and without substantially impairing the intent and purpose of the zone plan and zoning ordinances of the City of Asbury Park and will be in compliance with the waterfront redevelopment plan; and

WHEREAS, the Board after considering the testimony and exhibits has found the proposed site plan application to be in substantial compliance with the Site Plan ordinance and aforementioned ordinances subject to compliance with Board imposed conditions.

NOW THEREFORE BE IT RESOLVED by the Planning Board of the City of Asbury Park that the application for the preliminary and final site plan approval for the installation of a food truck court, signage (and related variances) and recreation facilities as set forth in the plans and application are hereby approved contingent on the applicant complying with the following conditions;

1. All testimony, evidence and representations made on behalf of the applicant by its witnesses at the public hearings of the Board and the Mayor and City Council are incorporated herein.
2. If required by the City of Asbury Park, the applicant shall enter into the appropriate Redevelopers Agreement with the City for this project and post performance bonds, inspection fees and escrows as determined by the Mayor and City Council acting in their capacity as the City Redevelopment Agency.
3. The applicant agrees to comply with all of the remaining outstanding conditions and recommendations (unless modified or amended at the public hearing), set forth in the report for this project prepared by the Board Engineer, Jason L. Fichter, dated April 23, 2015.
4. There will be a maximum of 6 trucks located on the site in the locations set forth on the site plan submitted into evidence. The maximum size of each truck shall not exceed 10 feet in width by 20 feet in length.

30 [Signature] 6/1/15

- 6/1/15 (10)
5. The trucks will arrive each morning at 10 am and exit the site every evening at 9 pm. The hours of operation will be between 11 am and 9 pm on a 7 day basis.
 6. Each truck will be permitted electric utility service; no water or sewer services shall be provided to each truck.
 7. The trucks will access the site from the adjacent site to the west.
 8. The applicant is required to have one person on site during the hours of operation in order to keep the site clean and free from debris.
 9. The applicant shall revise the site plan to indicate the substitution of planters replacing the bollards shown on the plans submitted at the hearing and the installation of a hose bib at the site.
 10. Taxes, fees and escrow accounts shall remain current.
 11. The applicant will adhere to the findings of fact set forth above.
 12. The applicant shall comply with all CAFRA, Green Acres and/or NJDEP regulations applicable to this project and provide proof thereof to the Board Engineer and Secretary prior to commencing the project.
 13. If this project requires the approval of any other governmental agency, this approval is contingent thereon. Furthermore, if any outside agency approves this project subject to the applicant changing or amending the plans approved by this Board, the applicant must appear before this Board for consideration of an amendment to the approved plans.
 14. The applicant shall comply with all of the conditions set forth in the City Council Resolution referring this matter to this Board, which Resolution is annexed hereto and made a part hereof.
 15. The applicant shall lay sod in between the sidewalks and gravel areas depicted on the landscaping portion of the plans.
 16. The proposed illuminated signage will be "centered" in accordance with the plans submitted with the application.
 17. If any of the proposed improvements encroach onto or into any property owned by the City of Asbury Park, the applicant must receive the approval of the Mayor and City Council for the encroachments.
 18. The applicant shall obtain all of the permits required by the agencies listed on page 4 of the Board Engineer's report dated April 23, 2015, in addition to any other agency mentioned herein or with jurisdiction over this project.
 19. The applicant must receive permits that are required from all code enforcement agencies having jurisdiction over this project including fire, police and health. Additionally each food truck that contains any type of cooking operations or equipment that produce grease laden vapors shall be equipped with a ventilating hood duct and automatic fire suppression system designed and installed in accordance with the New Jersey Uniform Construction Code.
 20. The term of this approval is for a period of six (6) years, subject to the applicant receiving extensions from the City Council acting in its capacity as the City Redevelopment Agency.

A Motion to approve the application subject to compliance with the foregoing conditions was offered by Garrett Giberson and seconded by Sara Anne Towery.

The members of the Board who may vote to adopt this Resolution of memorialization are those members who voted in favor of the motion to approve the application. Those members are: Garrett Giberson, Herbert Fehrenbach, Sara Anne Towery, Trudy Syphax, ~~Seressa Grillo~~, Anthony Perillo and Barbara Krzak.

Ayes: SA. Towery, T. Syphax, ~~S. Grillo~~, A. Perillo, B. Krzak, J. Henry,

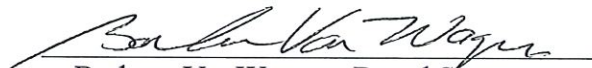
Nays:

Abstain:

May 4, 2015.


Barbara VanWagner, Board Secretary

I certify this to be a true copy of a Resolution adopted by the City of Asbury Park Planning Board on May 4, 2015. Revised June 1, 2015


Barbara VanWagner, Board Secretary



**Resolution # 2016-121
City of Asbury Park
County of Monmouth
State of New Jersey**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF
ASBURY PARK, ACTING AS THE WATERFRONT REDEVELOPMENT ENTITY,
AMENDING THE RECOMMENDATIONS MADE IN RESOLUTION NO. 2015-151
REGARDING THE FOOD TRUCK COURT (AS PROPOSED BY MADISON ASBURY
RETAIL, LLC), IN THE GREEN ACRES PARCEL LOCATED AT
BLOCK 4502, LOT 1.25.**

WHEREAS, on April 8, 2015, the Mayor and Council of the City of Asbury Park (the "City"), acting as the Waterfront Redevelopment Entity, adopted Resolution No. 2015-151, which granted conceptual approval to Madison Asbury Retail, LLC (the "Developer"), for the operation of a food truck court in the Green Acres parcel located at Block 4502, Lot 1.25 (the "Project"), and referred the matter to the Planning Board for appropriate approval(s); and

WHEREAS, in said Resolution, the Mayor and Council made recommendations to the Planning Board for the imposition of certain conditions on any approval of the Project, which recommendations were based upon concerns regarding the impact that the Project might have upon the neighboring residential uses and the public; and

WHEREAS, the first two recommendations made by the Mayor and Council included the following:

1. That approval of the Project be limited to two (2) years with the ability of the Developer to obtain an extension upon a subsequent request to the Mayor and Council; and
2. That the hours of operation be limited to 11:00 a.m. to 9:00 p.m.; and

WHEREAS, having completed the first year of the Project, the Developer has requested that the Mayor and Council, in its capacity as the Waterfront Redevelopment Entity, consider amending the above two recommendations in the following respects:

1. That the Council extend its approval of the Project from the original two (2) year time frame to a term of six (6) years (with the ability for the Developer to receive extensions from the Council acting in its capacity as the City's Waterfront Redevelopment Entity) so that the Council's recommended time period would coincide with the six (6) year term as approved by the Planning Board; and

2. That the hours of operation be enlarged from those previously approved (11:00 a.m. to 9:00 p.m.) to the following: 10:00 a.m. to 10:00 p.m. on a 7-day basis; and

WHEREAS, the Mayor and Council, having considered this request, have determined to revise the recommendations as set forth in Resolution No. 2015-151, regarding the Project, as set forth below.

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

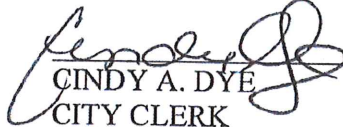
1. That the Mayor and Council hereby revise their proposed condition (number 1) on the approval of the Project, as set forth in Resolution No. 2015-151, to the effect that the Council recommends that approval of the Project be limited to three (3) years (retroactively including the year 2015), with the ability of the Developer to obtain an extension upon a subsequent request to the Mayor and Council.
2. That the Mayor and Council hereby revise their proposed condition (number 2) on the approval of the Project, as set forth in Resolution No. 2015-151, to the effect that the hours of operation be limited to the following:
 - (a) On weekdays (Mondays through Thursdays) and on Sundays: 10:00 a.m. to 9:00 p.m.;
 - (b) On Fridays and Saturdays: 10:00 a.m. to 10:00 p.m.;
 - (c) Notwithstanding the provisions set forth in (a) and (b) above, the hours of operation may be from 10:00 a.m. to 10:00 p.m. on the following dates:
 - 1) The Sunday immediately preceding Memorial Day;
 - 2) Independence Day (4th of July); and
 - 3) The Sunday immediately preceding Labor Day.
3. That all other conditions and provisions set forth in Resolution No. 2015-151 shall remain in full force and effect.
4. That the Mayor and Council respectfully recommend that the Planning Board consider the Council's recommendations as set forth above, and that the Planning Board modify its Resolution providing preliminary and final site plan approval for the Project, as adopted on May 4, 2015, accordingly.

5. That a certified copy of this Resolution shall be provided to each of the following:

- (a) Madison Asbury Retail, LLC;
- (b) Asbury Park Planning Board;
- (c) Jack Serpico, Esq., Planning Board Attorney;
- (d) Michael Capabianco, City Manager;
- (e) Michele Alonso, Director of Planning and Redevelopment;
- (f) Karl Kemm, Esq., Redevelopment Counsel; and
- (g) Frederick C. Raffetto, Esq., Municipal Attorney.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2016-121, which was finally adopted by the City Council at a meeting held on the 24th day of February, 2016.

CERTIFIED BY ME THIS 25TH DAY OF FEBRUARY, 2016.


CINDY A. DYE
CITY CLERK

Record of Council Vote on Final Passage			
COUNCIL PERSON	AYE	NAY	N.V
Mayor John Moor	X		
Deputy Mayor Amy Quinn	X		
Council Member Yvonne Clayton	X		
Council Member Jesse Kendle	X		
Council Member Joe Woerner	X		

✓Indicates vote

N.V.- Not Voting Abstain



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 23, 2021
RESOLUTION SUMMARY

2021-331

This resolution confirms that the six (6) year time period associated with the approvals previously granted for North Eats Food Trucks at the Boardwalk was intended to include the summer season of 2021, thereby establishing a termination date for the Project of September 7, 2021. The hours of operation will be from 8:00 am till 9:00 pm



RESOLUTION NO. 2021-331

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

RESOLUTION CONFIRMING THE TERM ASSOCIATED WITH THE APPROVALS PREVIOUSLY GRANTED FOR THE FOOD TRUCK COURT AT THE BEACHFRONT.

WHEREAS, the Mayor and Council of the City of Asbury Park (the “City”), acting as the Waterfront Redevelopment Entity, and the Asbury Park Planning Board, had previously adopted Resolutions (collectively, the “Resolutions”) which granted approval(s) to Madison Asbury Retail, LLC (the “Developer”), for the operation of a food truck court in the Green Acres parcel situated adjacent to the Asbury Park beachfront and boardwalk, located at Block 4502, Lot 1.25 (the “Project”); and

WHEREAS, copies of said Resolutions are attached hereto and made a part hereof;

WHEREAS, the Resolutions provided approval of the Project for a period of six (6) years from 2015, with the ability of the Developer to receive extensions from the Mayor and Council acting in their capacity as the City’s Waterfront Redevelopment Entity; and

WHEREAS, purpose of this Resolution is to confirm that the six (6) year time period previously authorized for the Project was intended to include the summer season of 2021, thereby establishing a termination date for the Project of September 7, 2021, following which time additional approvals must be obtained by the Developer for any extensions thereafter.

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

1. That the Mayor and Council hereby confirm that the six (6) year time period associated with the approvals previously granted for the Project, as referenced above and in the attached, was intended to include the summer season of 2021, thereby establishing a termination date for the Project of September 7, 2021.
2. That additional approvals must be obtained by the Developer for any extensions of the Project beyond that date.
3. Hours of operation will be from 8:00 am until 9:00 pm.

4. That a certified copy of this Resolution shall be provided to each of the following:

- a. Madison Asbury Retail, LLC;
- b. Asbury Park Planning Board;
- c. Jack Serpico, Esq., Planning Board Attorney;
- d. Donna M. Vieiro, City Manager;
- e. Michele Alonso, Director of Planning and Redevelopment;
- f. Joseph Maraziti, Esq., Waterfront Redevelopment Counsel; and
- g. Frederick C. Raffetto, Esq., Municipal Attorney.

I, MELODY HARTSGROVE, 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. 2021-331 which was finally adopted by the City Council at a meeting held on the 23rd day of June, 2021

CERTIFIED BY ME THIS DAY OF , .


Melody Hartsgrove, City Clerk 6/24/2021

MELODY HARTSGROVE
CITY CLERK

✓ Vote Record - Resolution 2021-331						
☒ Adopted ☐ Adopted as Amended ☐ Defeated ☐ Tabled ☐ Withdrawn ☐ Second Reading						
			Yes/Aye	No/Nay	Abstain	Absent



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 11, 2022
RESOLUTION SUMMARY

2022-226

Renewal of North Eat food truck court approval for 2 years to run from Memorial Day weekend to Labor Day weekend.

**RESOLUTION NO. 2022-226**

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

**RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ASBURY PARK,
ACTING AS THE WATERFRONT REDEVELOPMENT ENTITY, GRANTING
CONCEPTUAL APPROVAL TO ASBURY PARTNERS LLC, FOR THE FOOD TRUCK
COURT IN THE GREEN ACRES PARCEL IN BLOCK 4502, LOT 1.25 AND
REFERRING THE MATTER TO THE PLANNING BOARD FOR APPROPRIATE
APPROVALS**

WHEREAS, Asbury Partners LLC (the "Applicant") is the owner of Tax Block 4502, Lot 1.25 (the "Property") in the City of Asbury Park (the "City"), which property is located in the Waterfront Redevelopment Area Zone; and

WHEREAS, on April 8, 2015, the Mayor and City Council adopted Resolution No. 2015-151, which granted conceptual approval to Madison Asbury Retail LLC, subject to certain conditions, for the operation of a food truck court in the Green Acres Parcel located at Block 4502, Lot 1.25 for a period of six (6) years from 2015, and referred the matter to the Planning Board for appropriate review and approvals; and

WHEREAS, on June 1, 2015 the City Planning Board adopted a resolution entitled "Resolution Approving a Sign Variance and Preliminary and Final Site Plan Application of Madison Asbury Retail, LLC for the Use of 1600 Ocean Avenue, A/K/A Block 4502, Lot 1.25 for a Food Truck Court and Recreational Area on a Temporary Basis" approving the application, subject to various conditions, for the installation of a food truck court, signage (and related variances) and recreation facilities as set forth in the plans and application; and

WHEREAS, on February 25, 2016, the City Council passed Resolution No. 2016-121 approving the extension of the operating hours of the food truck court from those previously approved (11:00 a.m. to 9:00 p.m.) to 10:00 a.m. to 10:00 p.m. on a 7-day basis; and

WHEREAS, on June 23, 2021, the Mayor and City Council passed Resolution No. 2021-331 confirming that the six (6) year time period associated with the approvals previously granted for the food trucks was intended to include the summer season of 2021 and establishing a termination date for the Project of September 7, 2021; and

WHEREAS, all aforementioned Resolutions are attached hereto and incorporated into the record; and

WHEREAS, on April 1, 2022, the Applicant submitted an application to the City requesting to extend, and slightly modify, the approvals previously granted by the City Council and Planning Board;

WHEREAS, the Applicant's proposed project includes six (6) food trucks, picnic tables, string lights, recreation space, an area for trash storage, and signage, as further described in more detail in the plans and schematics submitted by the Applicant to the City (the "Project"); and

WHEREAS, the Mayor and City Council, acting as the City's Redevelopment Entity, make the following determinations regarding the Project and recommend the Planning Board consider the following:

1. The Property is in the Boardwalk Area of the Waterfront Redevelopment Area and pursuant to the Waterfront Redevelopment Plan at page 15: "the open spaces between the Boardwalk pavilions will be developed as either passive or active recreation areas. Active uses include miniature golf, bocce, and children's play areas." Additionally, pursuant to the Waterfront Redevelopment Plan at page 68, restaurants are listed as a permitted conditional use. The Project complies with the Waterfront Redevelopment Plan.
2. The Property is included in the Severance Lease between the City and Madison Asbury Retail, LLC, dated June 1, 2010, which further lists the permitted uses of the Property in Section 5 which includes "commercial, recreational and entertainment purposes, such as...amusement rides", "indoor and outdoor restaurants and cafes" and the "preparation and sale of food and beverages." The proposed use of the Property for amusement games and food sales within food trucks is consistent with these permitted uses; and

WHEREAS, the Mayor and City Council, acting as the City's Redevelopment Entity, and due to concerns regarding the impact that the Project might have upon the neighboring residential uses and the public, hereby strongly recommend that the Planning Board consider imposing the following conditions on any approval of the proposed Project:

1. Approval of this Project to be granted on a temporary basis and be limited to two (2) years with the ability of the Applicant to obtain an extension upon a subsequent request to the Mayor and Council. Any such extension shall be subject to a Resolution of the City Council.
2. Period of operation to be summer seasonal running from the Friday immediately preceding Memorial Day through Labor Day.
3. The hours of operation to be limited to 10:00 a.m. to 9:00 p.m. on a 7-day basis and any trucks upon the Property during said hours shall be open and operating, except that such requirement shall not apply during inclement weather.

4. Food Trucks shall be no larger than 10' (width) x 30' (length) in size.
5. At least two (2) Food Trucks to be located upon the Property (and open and operating) during the hours of operation referenced above, however, no more than six (6) Food Trucks may be upon the Property at any given time.
6. No overnight parking shall be permitted.
7. No generators shall be permitted; each Food Truck will be permitted electric utility service.
8. Except for the previously approved "North Eats" signage upon the Property, which shall comply with the City's Signage Ordinance, signage should not be permitted as the signage and logos on the food trucks are sufficient.
9. Food Trucks are to comply with all City Ordinances prohibiting open alcohol containers in public.
10. The Applicant should provide the Planning Board with a garbage plan for the storage and removal of trash and recyclable materials.
11. The Applicant should provide the Planning Board with a plan for providing water to the Property.
12. The Applicant should address, to the Planning Board's satisfaction, any comments and recommendations from the Fire Department, Police Department, Beach Utility and other governmental agencies.
13. The Applicant should provide testimony to the Planning Board to demonstrate that the food truck proposal complies with the Redevelopment Plan for this area of the Waterfront.
14. The Applicant shall comply with all the terms and conditions of the Severance Lease between the City and Madison Asbury Retail, LLC dated June 1, 2010.
15. In order to keep the Property clean and free from debris, and in order to maintain compliance with requirements, Applicant shall conduct frequent site checks (at least every 2 hours) throughout the Property during the hours of 10:00 am and 4:00 pm; and from 4:00 pm to 9:00 pm, the Applicant shall have a representative on the Property at all times. All such site checks shall be documented and said documentation shall be provided to the City's Director of Planning and Redevelopment, which may be by email, on at least a weekly basis, on each Monday during the summer season referenced above.

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

Section 1. Recitals. The foregoing recitals are incorporated herein by reference.

Section 2. Approval. The Project is hereby conceptually approved and with the recommendations set forth above is referred to the Planning Board for appropriate review and approvals in accordance with the provisions of the Municipal Land Use Law and the Waterfront Redevelopment Plan.

Section 3. This Resolution shall take effect immediately.

I, MELODY HARTSGROVE, 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. 2022-226 which was finally adopted by the City Council at a meeting held on the 11th day of May, 2022

CERTIFIED BY ME THIS 12th DAY OF May, 2022.


Melody Hartsgrrove, City Clerk 5/12/2022

MELODY HARTSGROVE
CITY CLERK

✓ Vote Record - Resolution 2022-226						
☒ Adopted			Yes/Aye	No/Nay	Abstain	Absent
☐ Adopted as Amended						
☐ Defeated						
☐ Tabled						
☐ Withdrawn						
☐ Second Reading						
☐ Resolution Failed for Lack of Second						
	Eileen Chapman	Mover	☒	☐	☐	☐
	Yvonne Clayton	Voter	☒	☐	☐	☐
	Jesse Kendle	Seconder	☒	☐	☐	☐
	Amy Quinn	Voter	☒	☐	☐	☐
	John Moor	Voter	☒	☐	☐	☐

**RESOLUTION APPROVING CONTINUATION OF SIGN VARIANCE AND
PRELIMINARY AND FINAL SITE PLAN APPLICATION OF ASBURY PARTNERS
LLC FOR THE USE OF 1600 OCEAN AVENUE, A/K/A BLOCK 4502, LOT 1.25, FOR A
FOOD TRUCK COURT AND RECREATION AREA ON A TEMPORARY BASIS**

WHEREAS, the Applicant, Asbury Partners LLC, successors in interest to Madison Asbury Retail, LLC (hereinafter referred to as the “Applicant”) is the owner of the above referenced Tax Block and Lot in the City of Asbury Park, which property is located in the Waterfront Redevelopment Area Zone, hereinafter referred to as the WRA; and

WHEREAS, the Applicant has applied for Preliminary and Final Site Plan and sign variance approval for the continuation of a food truck court, with site amenities, signage and passive recreation facilities at the above referenced property on a temporary basis. The details of the proposal are set forth in the site plan application, exhibits and testimony submitted and presented on behalf of the Applicant at a special public hearing conducted by the City of Asbury Park Planning Board on May 23, 2022. The application, site plans, exhibits and testimony submitted into evidence at the hearing are incorporated herein by reference thereto; and

WHEREAS, the proposed use is permitted in the WRA Zone and all jurisdictional requirements have been met and proper notice has been given pursuant to the Municipal Land Use Law and City Ordinances, and the City of Asbury Park Planning Board (hereinafter “Board”) has jurisdiction to consider this application; and

WHEREAS, the Board considered a similar application for the property at a public hearing held on or about April 27, 2015 and submitted by Madison Asbury Retail, LLC, and by Resolution dated May 4, 2015, last revised on June 1, 2015, the Board approved a Sign Variance and Preliminary and Final Site Plan Application for a Food Truck Court and Recreation Area on a Temporary Basis on this aforesaid Lot for seasonal use from Friday preceding Memorial Day through Labor Day and for a duration of six (6) years from the date of the 2015 Resolution (hereinafter the “prior Board Resolution”); and

WHEREAS, the prior Board Resolution established conditions, including but not limited to the duration of the approval of the use and site plan for a period of six (6) years, subject to the Applicant receiving periodic extensions and/or modifications of any terms or conditions approved and required by the City Council acting in its capacity as the City Redevelopment Agency; and

WHEREAS, the six (6) years as set forth in the prior Board Resolution has expired, and the Applicant has come before the Board for an extension of the approvals for an additional six (6) year period subject to the terms and conditions set forth in the prior Board Resolution of Approval as modified and required by the City Council in its capacity as the City Redevelopment Agency, and as stated in the current Application for an extension of those approvals as they are limited by the terms and conditions further set forth in this 2022 Resolution of Approval; and

WHEREAS, Austin Leopold, employee of the Applicant testified on the operational details of the proposed food court and recreational facilities and the requested modifications requested by the applicant for extending the prior Board Resolution approvals for an addition six (6) years; and

WHEREAS, Mr. Leopold testified that there are no plans to make any modifications to the site plan or to the signage previously approved in the Prior Board Resolution; and

WHEREAS, Mr. Leopold testified that the usage of the site will remain the same, being a limited seasonal use of the property for a Food Truck Court and recreation activities from Memorial Day Weekend through Labor Day Weekend, but the Applicant requested that the prior terms and conditions be modified so that (1) there shall no longer be a requirement for the Applicant to have a representative present on the site at all times while the Food Truck Court is Open, and instead for the Applicant to be required periodic site checks, and (2) Food Trucks may remain parked on the site overnight during the limited seasonal duration of the Food Court use; and

WHEREAS, the Planning Board took notice of the terms and conditions set forth in the prior Board Resolution along with the terms and conditions of the City of Asbury Park City Council's Resolutions **#2015-151, 2016-121, #2021-331, and #2022-226** approving and modifying the conditions of the temporary seasonal use of the property in the City's capacity as the City Redevelopment Agency and referring the matter in 2015 and again in 2022 to the City Planning Board for review of the application for an extension of the limited use of the property; and

WHEREAS, members of the public were afforded the opportunity to cross examine the Applicant's witnesses and the opportunity to make comments or suggestions in support of, or in opposition to the application, though no member of the public were present to ask questions or make comments that the hearing on May 23, 2022; and

WHEREAS, the Board after considering the evidence and testimony presented on behalf of the Applicant and the comments of the Mayor and Council Member who are Members of the Planning Board, the Board made the following findings of fact and conclusions based thereon:

1. The property is located in the Waterfront Redevelopment Area Zone, which permits the contemplated uses at the site.
2. The plans for the project submitted by the Applicant have received the necessary approvals of the Mayor and Council of the City of Asbury Park acting in their capacity as the City Redevelopment Agency pursuant to Resolutions adopted by the Mayor and City Council, bearing Resolutions **#2015-151, 2016-121, #2021-331, and #2022-226**.
3. The site plan is not being altered in any way that would alter the site plan approved by the City Planning Board in the prior Board Resolution.

4. The Board accepts and adopts the terms, restrictions, and conditions that are strongly recommended by the Mayor and City Council as set forth as items numbered 1 through 15 in City Council Resolution #2022-226, which such Resolution is attached hereto and incorporated herein as if fully set forth at length, including but not limited to the following terms and conditions:

- i. This approval shall be for six (6) years for the approved uses by the Planning Board, but shall require the applicant to seek extension from the City Council in its capacity as the City Redevelopment Agency upon request by the Applicant every two (2) years (#1);
- ii. The garbage plan and the storage and removal of trash and recyclable materials shall comply with that which was testified during the hearing on May 23, 2022 (#10);
- iii. The Applicant testified that no water is provided to the property and that the food trucks operating on the site bring their own water source to the property (#11)
- iv. The applicant shall obtain comments, or a statement that there are no comments, from the Fire Department, Police Department, Beach Utility and any other governmental agencies who oversee emergency activities and/or enforcement activities over the property (#12);
- v. The applicant provided testimony how the Food Trucks provide services that comply with the WRA (#13); and

WHEREAS, the Board determined that the Applicant shall comply with the strong recommendations of the Mayor and Council that (1) Food Trucks shall not be permitted to park on the site overnight, and (2) when the Food Truck Court is open, the Applicant shall have a representative check the site at least once every two (2) hours during the hours of 10:00 a.m. and 4:00 p.m., and (3) when the Food Truck Court is open, the Applicants shall have a representative present at all times between the hours of 4:00 p.m. and 9:00 p.m.; and

WHEREAS, the Approvals set forth in this Planning Board Resolution, including the continuance of the sign variance or other variances requested by the Applicant and approved in the prior Resolution can be granted without substantial detriment to the public good and without substantially impairing the intent and purpose of the zone plan and zoning ordinances of the City of Asbury Park and will be in compliance with the waterfront redevelopment plan; and

WHEREAS, the Board after considering the testimony and exhibits has found the proposed site plan application continues to be in substantial compliance with the Site Plan ordinance and aforementioned ordinances subject to compliance with the Board's imposed conditions.

NOW THEREFORE, BE IT RESOLVED by the Planning Board of the City of Asbury Park that the application for a continuation of the preliminary and final site plan approval for the continues use of the property as a food truck court, signage (and related variances) and recreation facilities as set forth in the plans and application are hereby approved contingent on the Applicant complying with the following conditions:

1. **Recitals.** The foregoing Recitals are incorporated herein by reference.
2. All testimony, evidence and representations made on behalf of the Applicant by its witnesses at the public hearings of the Board and the Mayor and City Council are incorporated herein.
3. If required by the City of Asbury Park, the Applicant shall enter into the appropriate Redevelopers Agreement with the City for this project and post performance bonds, inspection fees and escrows as determined by the Mayor and City Council acting in their capacity as the City Redevelopment Agency.
4. The Applicant agrees to comply with all of the remaining outstanding conditions and recommendations set forth in the terms and conditions strongly recommended by the Mayor and Council in the City of Asbury Park Resolution #2022-226.
5. There will be a Maximum of 6 trucks located on the site in the locations set forth on the site plan approved in the prior Board Resolution. The maximum size of each truck shall not exceed ten (10) feet in width by thirty (30) feet in length.
6. The trucks will arrive each morning at 10 a.m. and exit the site every pm. The hours of operation will be between 10 a.m. and 9 p.m. on a 7-day per week basis.
7. Each truck will be permitted electric utility service; no water or sewer services shall be provided to each truck, and trucks shall not operate with generators.
8. Taxes, fees and escrow accounts shall remain current.
9. The Applicant will adhere to the findings of fact set forth above.

10. The Applicant shall comply with all CAFRA, Green Acres and/or NJDEP regulations applicable to this project and provide proof thereof to the Board Engineer and Secretary prior to commencing the project, as may be required.
11. The applicant shall obtain comments, or a statement that there are no comments, from the City Fire Department, Police Department, Beach Utility and any other governmental agencies who oversee emergency activities and/or property maintenance or enforcement activities over the property, as set forth in #12 of the City's Resolution #2022-226.
12. If this project requires the approval of any other governmental agencies, this approval is contingent thereon. Furthermore, if any outside agency approves this project subject to the Applicant changing or amending the plans approved by this Board, the Applicant must appear before this Board for consideration of an amendment to the approved plans.
13. The Applicant shall comply with all of the conditions set forth in the City Council Resolution referring this matter to this Board, which Resolution is annexed hereto and made a part hereof.
14. The Applicant must receive permits that are required from all code enforcement agencies having jurisdiction over this project including code, fire, police and health, before the commencement of operations each Memorial Day to Labor Day Season to the extent required by those agencies.
15. Each food truck that contains any type of cooking operations or equipment that produce grease laden vapors shall be equipped with a ventilating hood duct and automatic fire suppression system designed and installed in accordance with the New Jersey Uniform Construction Code, and shall obtain to the extent required, approval from the Fire Construction Official or other municipal construction official having jurisdiction over the operations on the property.
16. The term of this approval is for a period of six (6) years, subject to the Applicant receiving extensions from the City Council acting in its capacity as the City Redevelopment Agency, and as set forth in City Council Resolution #2022-226.
17. A Motion to approve the application subject to compliance with the foregoing conditions was offered by Barbara Krzak and seconded by Jim Henry.

MOTION TO APPROVE AND MEMORIALIZE:

Offered by: Barbara Krzak

Seconded by: Jim Henry

Ayes: *Mayor John Moor, Councilwoman Yvonne Clayton, James Bonano, Jim Henry, Jennifer Souder, Eric Galipo, Daniel Sciannameo (Alt #1), Rick Lambert, Vice Chair, Barbara Krzak, Chair*

Opposed: None

The members of the Board who may vote to adopt this Resolution of memorialization are those members who voted in favor of the motion to approve the application. Those members are:

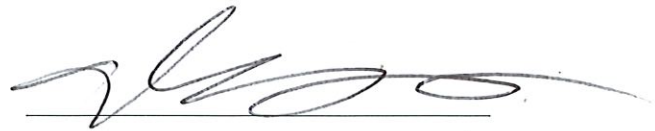
<u>Member:</u>	<u>Vote: Y / N</u>
<i>Mayor John Moor</i>	<i>Y</i>
<i>Jim Henry</i>	<i>Y</i>
<i>Jennifer Souder</i>	<i>Y</i>
<i>Eric Galipo</i>	<i>Y</i>
<i>Daniel Sciannameo (Alt #1)</i>	<i>Y</i>
<i>Rick Lambert, Vice Chair</i>	<i>Y</i>
<i>Barbara Krzak, Chair</i>	<i>Y</i>

June 6, 2022.



Irina Gasparyan, Board Secretary

I certify this to be a true copy of a Resolution adopted by the City of Asbury Park Planning Board on June 6, 2022.



Irina Gasparyan, Board Secretary



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 10, 2023
RESOLUTION SUMMARY

2023-235

To approve food trucks for North Eats with modifications of operation including permitting food trucks to stay on the property overnight.



RESOLUTION NO. 2023-235

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

**RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ASBURY PARK,
ACTING AS THE WATERFRONT REDEVELOPMENT ENTITY, AMENDING
RESOLUTION NO. 2022-226 ADOPTED BY THE CITY COUNCIL OF THE CITY OF
ASBURY PARK ON MAY 11, 2022 REGARDING THE OPERATION OF THE FOOD
TRUCK COURT IN THE GREEN ACRES PARCEL IN BLOCK 4502, LOT 1.25, AND
REFERRING THE MATTER TO THE PLANNING BOARD FOR APPROPRIATE
AMENDED APPROVALS**

WHEREAS, Asbury Partners LLC, the designated Master Developer of the Waterfront Redeveloper Area, is the owner of Tax Block 4502, Lot 1.25 (the “Property” or the “Green Acres Parcel”) in the City of Asbury Park (the “City”), which property is located within the Waterfront Redevelopment Area Zone; and

WHEREAS, in 2015, Asbury Partners LLC or an affiliate thereof sought approvals from the City for the operation of a food truck court upon the Property; and

WHEREAS, on April 8, 2015, the Mayor and City Council, acting in the capacity as the Redevelopment Entity, adopted Resolution No. 2015-151 which granted conceptual approval, subject to certain conditions, for the operation of a food truck court within the Green Acres Parcel (the “Food Truck Court”) for a term of six (6) years (i.e. 2015 - 2021) and referred the matter to the Planning Board of the City of Asbury Park (the “Planning Board”) for appropriate review and related approvals; and

WHEREAS, on June 1, 2015 the Planning Board adopted a resolution approving a sign variance and a preliminary and final site plan application for the temporary use of the Property as a Food Truck Court, subject to various conditions; and

WHEREAS, on February 25, 2016, the City Council adopted Resolution No. 2016-121 approving an extension of the operating hours of the Food Truck Court from those previously approved (11:00 a.m. to 9:00 p.m.) to 10:00 a.m. to 10:00 p.m. on a 7-day per week basis; and

WHEREAS, on June 23, 2021, the Mayor and City Council adopted Resolution No. 2021-331 confirming that the six (6) year term associated with the approvals previously granted for the Food Truck Court was intended to include the summer season of 2021 and establishing a termination date for the [approvals for the] operation of the Food Truck Court of September 7,

2021; and

WHEREAS, on April 1, 2022, Asbury Partners LLC submitted an application to the City requesting an extension and slight modification of the approvals previously granted by the City Council and Planning Board for the operation of the Food Truck Court in order for the Food Truck Court to include six (6) food trucks, picnic tables, string lights, recreation space, an area for trash storage, and signage (the “Project”); and

WHEREAS, on May 12, 2022, the City Council adopted Resolution No. 2022-226 granting conceptual approval for the Project, subject to certain conditions, and referring the matter to the Planning Board for the appropriate review and related approvals (the “2022 City Council Resolution”); and

WHEREAS, the conditions enumerated in the 2022 City Council Resolution, which the City Council strongly recommended the Planning Board consider, comprised the following (collectively, the “Conditions”):

1. Approval of the Project to be granted on a temporary basis and be limited to two (2) years with the ability of the Applicant to obtain an extension upon a subsequent request to the Mayor and Council; any such extension to be subject to a Resolution of the City Council (“Condition No. 1”).
2. Period of operation to be summer seasonal running from the Friday immediately preceding Memorial Day through Labor Day (“Condition No. 2”).
3. The hours of operation to be limited to 10:00 a.m. to 9:00 p.m. on a 7-day per week basis and any trucks upon the Property during said hours to be required to be open and operating, except for during inclement weather (“Condition No. 3”).
4. Food Trucks to be no larger than 10’ (width) x 30’ (length) in size (“Condition No. 4”).
5. At least two (2) Food Trucks to be open and operating during the hours of operation referenced above, however, no more than six (6) Food Trucks to be upon the Property at any given time (“Condition No. 5”).
6. No overnight parking to be permitted (“Condition No. 6”).
7. No generators to be permitted, with each Food Truck to be permitted electric utility service (“Condition No. 7”).
8. Except for the previously approved “North Eats” signage upon the Property, no additional signage to be permitted (“Condition No. 8”).
9. Food Trucks to comply with all City Ordinances prohibiting open alcohol containers in public (“Condition No. 9”).
10. The Applicant to provide the Planning Board with a garbage plan for the storage and removal of trash and recyclable materials (“Condition No. 10”).
11. The Applicant to provide the Planning Board with a plan for providing water to the Property (“Condition No. 11”).
12. The Applicant to address, to the Planning Board’s satisfaction, any comments and recommendations from the Fire Department, Police Department, Beach Utility and other governmental agencies (“Condition No. 12”).
13. The Applicant to provide testimony to the Planning Board to demonstrate that the Project complies with the Redevelopment Plan (“Condition No. 13”).

14. The Applicant to comply with all the terms and conditions of the Severance Lease between the City and Madison Asbury Retail, LLC dated June 1, 2010 (“Condition No. 14”).
15. In order to keep the Property clean and free from debris, and in order to maintain compliance with requirements, Applicant to conduct frequent site checks (at least every 2 hours) throughout the Property during the hours of 10:00 am and 4:00 pm; and from 4:00 pm to 9:00 pm, the Applicant to have a representative on the Property at all times, with all such site checks being documented and with said documentation to be provided to the City’s Director of Planning and Redevelopment on at least a weekly basis, on each Monday during the summer season (“Condition No. 15”); and

WHEREAS, on June 6, 2022, following a public hearing which included the testimony of a representative of the proposed operator addressing, *inter alia*, compliance with the Conditions, the Planning Board adopted a Resolution entitled “Resolution Approving Continuation of Sign Variance and Preliminary and Final Site Plan Application of Asbury Partners LLC for the Use of 1600 Ocean Avenue, A/K/A Block 4502, Lot 1.25, for a Food Truck Court and Recreation Area on a Temporary Basis” (the “2022 Planning Board Resolution”); and

WHEREAS, the 2022 Planning Board Resolution noted the testimony referenced above, which satisfied Condition No. 13 listed above, and adopted, fully incorporated and was subject to all of the other Conditions set forth in the 2022 City Council Resolution; and

WHEREAS, all aforementioned Resolutions are incorporated into the record; and

WHEREAS, Asbury Partners LLC (the “Applicant”) has submitted a letter application to the City dated April 27, 2023, a copy of which is attached hereto as **Attachment A**, regarding the continued operation of the Food Truck Court for the 2023 summer season (i.e. from the Friday immediately preceding Memorial Day through Labor Day) (the “Period of Operation”) and requesting that, (i) certain of the Conditions be vacated or modified due to the hardships associated with compliance and (ii) the matter be referred to the Planning Board for an amendment of the approvals set forth in the 2022 Planning Board Resolution; and

WHEREAS, as a threshold matter, the Applicant has requested that Condition No. 3 be modified to provide that the hours of operation for the Food Truck Court are Friday through Sunday, 10 a.m. to 9 p.m., from the Friday immediately preceding Memorial Day through June 30th and 10:00 a.m. to 9 p.m., 7-days per week from July 1st through Labor Day, except for during inclement weather (“Hours of Operation”); and

WHEREAS, the Applicant has requested that Condition No. 3 be further modified such that “*any* trucks upon the Property” during such Hours of Operation are not required to be open and operating, provided however, that at least two (2) food trucks shall be required to be open and operating during the Hours of Operation, as required by Condition No. 5; and

WHEREAS, the Applicant has requested that Condition No. 6 be vacated such that the food trucks would be permitted to park upon the Property overnight; and

WHEREAS, the Applicant has requested that Condition No. 15 be modified such that a representative of the Applicant will not be required to be physically located on the Property at all times between 4pm - 9pm every day, provided however, that the Applicant shall be required to conduct frequent site checks of the Property during the Hours of Operation, with all such site checks being documented and with said documentation being provided to the City's Director of Planning and Redevelopment on at least a weekly basis, on each Monday during the Period of Operation, as otherwise required by Condition No. 15; and

WHEREAS, as explained in further detail in **Attachment A**, while the Applicant represents that it has exercised best efforts to comply with the Conditions, there is a significant business and financial hardship in doing so and as such, the continued operation of the Food Truck Court would be at risk as a result; and

WHEREAS, in an effort to keep the operation of the Food Truck Court viable such that beachgoers and other residents and visitors of the City may avail themselves of the various foods and refreshments offered in the Food Truck Court at the waterfront, and so that the Property may be utilized in an economically beneficial manner temporarily until such time that it may be permanently redeveloped in accordance with the Waterfront Redevelopment Plan, the Mayor and City Council have reconsidered the 2022 City Council and certain Conditions therein, the terms and conditions of the 2022 Planning Board Resolution, and the Applicant's requests set forth in **Attachment A**, among other things; and

WHEREAS, the Mayor and City Council, acting as the City's Redevelopment Entity, confirms its prior determinations regarding the Project as same are set forth in the 2022 City Council Resolution but based upon the Applicant's requests and explanations therefor, the Mayor and City Council strongly recommend that the Planning Board consider the following: (a) modify Condition No. 3 such that the hours of operation for the Food Truck Court are Friday through Sunday, 10 a.m. to 9 p.m., from the Friday immediately preceding Memorial Day through June 30th and 10:00 a.m. to 9 p.m., 7-days per week from July 1st through Labor Day, except for during inclement weather ("Hours of Operation"); (b) further modify Condition No. 3 such that "any trucks upon the Property" during such Hours of Operation are not required to be open and operating, provided however, that at least two (2) food trucks shall be required to be open and operating during the Hours of Operation, as required by Condition No. 5; (c) vacate Condition No. 6 such that the food trucks would be permitted to park upon the Property overnight; (d) modify Condition No. 15 such that a representative of the Applicant will not be required to be physically located on the Property at all times between 4pm - 9pm every day, provided however, that the Applicant shall be required to conduct frequent site checks of the Property during the Hours of Operation, with all such site checks being documented and with said documentation being provided to the City's Director of Planning and Redevelopment on at least a weekly basis, on each Monday during the Period of Operation, as otherwise required by Condition No. 15; (e) confirm all other Conditions not specifically referenced in this recital remain effective (collectively, with the modifications set forth in (a) through (d), the "Modified Conditions"); and finally, due to timing considerations, (f) make any amendment of the 2022 Planning Board Resolution be effective retroactively to the weekend immediately preceding Memorial Day such that the Modified Conditions would be deemed to be applicable to the entirety of the Period of Operation of the Food Truck Court.

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

Section 1. Recitals. The foregoing recitals are incorporated herein by reference.

Section 2. Amendment of the 2022 City Council Resolution. Resolution No. 2022-226, adopted by the Mayor and City Council of the City of Asbury Park on May 12, 2022, is hereby amended as set forth above and is referred to the Planning Board for appropriate review and amended approvals with the recommendations set forth herein, in accordance with the provisions of applicable laws and the Waterfront Redevelopment Plan.

Section 3. This Resolution shall take effect immediately.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-235 which was finally adopted by the City Council at a meeting held on the 10th day of May, 2023

CERTIFIED BY ME THIS 11th DAY OF May, 2023.


 Lisa Esposito, City Clerk 5/11/2023

LISA ESPOSITO
CITY CLERK

✓ Vote Record - Resolution 2023-235					
☒ Adopted ☐ Adopted as Amended ☐ Defeated ☐ Tabled ☐ Withdrawn ☐ Second Reading ☐ Resolution Failed for Lack of Secunder					
			Yes/Aye	No/Nay	Abstain
					Absent

**RESOLUTION APPROVING AMENDMENT AND CONTINUATION OF
PRELIMINARY AND FINAL SITE PLAN APPLICATION OF ASBURY PARTNERS
LLC FOR THE USE OF 1600 OCEAN AVENUE, A/K/A BLOCK 4502, LOT 1.25, FOR A
FOOD TRUCK COURT AND RECREATION AREA ON A TEMPORARY BASIS**

WHEREAS, the Applicant, Asbury Partners LLC, successors in interest to Madison Asbury Retail, LLC (hereinafter referred to as the "Applicant") is the owner of the above referenced Tax Block and Lot in the City of Asbury Park, which property is located in the Waterfront Redevelopment Area Zone, hereinafter referred to as the WRA; and

WHEREAS, the Applicant has applied for Preliminary and Final Site Plan and sign variance approval for the continuation of a food truck court, with site amenities, signage and passive recreation facilities at the above referenced property on a temporary basis. The details of the proposal and requested amendments are set forth in the site plan application, exhibits and testimony submitted and presented on behalf of the Applicant at a special public hearing conducted by the City of Asbury Park Planning Board on June 26, 2022. The application, site plans, exhibits and testimony submitted into evidence at the hearing are incorporated herein by reference thereto; and

WHEREAS, the proposed use is permitted in the WRA Zone and all jurisdictional requirements have been met and proper notice has been given pursuant to the Municipal Land Use Law and City Ordinances, and the City of Asbury Park Planning Board (hereinafter "Board") has jurisdiction to consider this application; and

WHEREAS, the Board considered a similar application for the property at a public hearing held on or about April 27, 2015 and submitted by Madison Asbury Retail, LLC, and by Resolution dated May 4, 2015, last revised on June 1, 2015, the Board approved a Sign Variance and Preliminary and Final Site Plan Application for a Food Truck Court and Recreation Area on a Temporary Basis on this aforesaid Lot for seasonal use from Friday preceding Memorial Day through Labor Day and for a duration of six (6) years from the date of the 2015 Resolution (hereinafter the "prior Board Resolution"); and

WHEREAS, the prior Board Resolution established conditions, including but not limited to the duration of the approval of the use and site plan for a period of six (6) years, subject to the Applicant receiving periodic extensions and/or modifications of any terms or conditions approved and required by the City Council acting in its capacity as the City Redevelopment Agency; and

WHEREAS, the six (6) years as set forth in the prior Board Resolution has expired, and the Applicant has come before the Board for an extension of the approvals for an additional six (6) year period subject to the terms and conditions set forth in the prior Board Resolution of Approval as modified and required by the City Council in its capacity as the City Redevelopment Agency, and as stated in an application for extension of, and Amendment to, the Site Plan in May 2022 which was approved and adopted by Resolution of the Planning Board; and

WHEREAS, the current Application for further amendments to the prior approvals as they are limited by the terms and conditions further set forth in this 2023 Resolution of Approval; and

WHEREAS, Michael Carr, Chief Operating Officer and Sole principal and owner of 1405 Fourth Avenue LLC d/b/a Squid Force, provided testimony on behalf of this application for an Amendment to the prior approvals; and

WHEREAS, Mr. Carr testified that his entity will be operating the lot on behalf of Asbury Partners LLC by way of a Lease through iStar, as a new operator of the facility and lot, and he testified about the operational details of the proposed food court and recreational facilities and the requested modifications requested by the applicant for the remaining five (5) years of the temporary Site Plan; and

WHEREAS, Mr. Carr testified that there are no plans to make any modifications to the site plan or to the signage previously approved in the Prior Board Resolution; and

WHEREAS, Mr. Carr testified that the usage of the site will remain the same, being a limited seasonal use of the property for a Food Truck Court and recreation activities from Memorial Day Weekend through Labor Day Weekend, but the Applicant requested that the prior terms and conditions be modified so that:

- (1) there shall no longer be a requirement for the Applicant to have a representative present on the site at all times while the Food Truck Court is Open, and instead for the Applicant to be required periodic site checks;
- (2) There will be a minimum of two (2) and maximum of six (6) food trucks, and request is made to allow food trucks to remain parked on the site overnight during the limited seasonal duration of the Food Court use; and
- (3) To confirm the operating hours of 10 a.m. to 9 p.m., but limit the use to weekends (Friday through Sunday and holidays from Memorial Day Weekend through June 30th, and seven (7) days per week from July 1 through the Labor Day Weekend including Labor Day; and

WHEREAS, the Planning Board took notice of the terms and conditions set forth in the prior Board Resolution along with the terms and conditions of the City of Asbury Park City Council's Resolutions #2015-151, 2016-121, #2021-331, #2022-226, approving and modifying the conditions of the temporary seasonal use of the property in the City's capacity as the City Redevelopment Agency and referring the matter in 2015 and again in 2022, with additional amendments proposed to be considered by the City Planning Board for review of the application for amendments to the limited use of the property and Site plan as recommended by Resolution of the City of Asbury Park Mayor and Council in **Resolution #2023-235**; and

WHEREAS, members of the public were afforded the opportunity to cross examine the Applicant's witnesses and the opportunity to make comments or suggestions in support of, or in opposition to the application, though no member of the public were present to ask questions or make comments that the hearing on June 26, 2022; and

WHEREAS, the Board after considering the evidence and testimony presented on behalf of the Applicant, the Board made the following findings of fact and conclusions based thereon:

- A. The property is located in the Waterfront Redevelopment Area Zone, which permits the contemplated uses at the site.
- B. The plans for the project submitted by the Applicant received prior necessary approvals of the Mayor and Council of the City of Asbury Park acting in their capacity as the City Redevelopment Agency pursuant to Resolutions adopted by the Mayor and City Council, bearing Resolutions **#2015-151, 2016-121, #2021-331, and #2022-226.**
- C. The Applicant received prior approvals from the City of Asbury Park Planning Board, which shall not be modified except for the modifications addressed herein.
- D. The site plan is not being altered in any way that would alter the site plan approved by the City Planning Board in the prior Board Resolution.
- E. The Board accepts and adopts the terms, restrictions, and conditions that are recommended by the Mayor and City Council in the aforesaid Resolutions as modified by an amendment to those recommendations as approved by Mayor City Council Resolution **#2023-235**, which such Resolution is attached hereto and incorporated herein as if fully set forth at length, including but not limited to the following terms and conditions:

3. Condition #3 in the prior City and Council Resolutions as adopted in the prior Planning Board Resolutions shall authorize modifications to the operating hours, as follows:

(i) Seasonal Operating hours shall remain from 10 a.m. through 9 p.m., except that beginning Friday on Memorial Day Weekend through June 30th, those operating hours shall consist of Weekends only (Friday through Sunday as well as Holidays); and (ii) Seasonal Operating hours from 10 a.m. through 9 p.m. beginning July 1 through Labor Day shall consist of operations seven (7) days per week through Labor Day. All operating hours shall require no less than two (2) food trucks, and no more than six (6) food trucks, the sizes for which shall be subject to the limitations set forth in the prior City Mayor and Council Resolutions and City Planning Board Resolutions. Further, notwithstanding the operating hours as modified above, if the operator determines operations seven (7) days a week for the entire seasonal period is appropriate, this amendment does not alter the operator's authority to operate seven (7) days per week for the entire seasonal period between Memorial Day weekend and June 30th, but the operations shall either be seven (7) days per week as previously approved, or shall be limited to Friday through Sunday and Holidays during that time frame to provide for consistency with the operations. Any alterations to the schedule shall be authorizing only upon further relief of the Asbury Park Planning Board issued at a public hearing in the normal course and procedures of this Board to Amend the Site Plan.

6. Condition #6 shall be modified so as to authorize food trucks to park on the Site overnight. However, as a condition of this modification, only food trucks that have operated on the present day and that will operate on the site the following day shall be permitted to park on the site overnight. This amendment specifically prohibits food trucks to park overnight on the site if they have not operated on the site on the current day, or if they will not be operating on the site the following day. (By way of example, if a food truck will operate on the site from Friday through Sunday only during the approved seasonal operations, that food truck shall NOT park overnight on Thursday when it did not operate on the Thursday, and it shall not remain parked on the site overnight through Monday when it does not intend to operate at the site on that Monday).

15. Condition #15 shall be modified so that (i) the operator shall be responsible for periodic checks of the property during operating hours on weekdays excluding holidays (i.e. Monday through Thursday). On weekends and holidays (Friday through Sunday and holidays), the operator shall be responsible for site checks at least hourly. The operator shall be responsible to keep the site clean of debris and trash, and be sure that trash, recycling and refuse cans are not overflowing. The operator shall also maintain a log that identifies when and how often inspections are conducted by the operator, with such log to be made available to City Officials upon request.

F. All other conditions of prior Site Plan approvals affecting the property shall remain in full force and effect to the extent not modified by the amended terms and conditions approved in this Resolution.

WHEREAS, the Approvals set forth in this Planning Board Resolution, including the revisions approved hereby and requested by the Applicant and approved by the Planning Board can be granted without substantial detriment to the public good and without substantially impairing the intent and purpose of the zone plan and zoning ordinances of the City of Asbury Park and will be in compliance with the waterfront redevelopment plan; and

WHEREAS, the Board after considering the testimony and exhibits has found the proposed site plan application continues to be in substantial compliance with the Site Plan ordinance and aforementioned ordinances subject to compliance with the Board's imposed conditions.

NOW THEREFORE, BE IT RESOLVED by the Planning Board of the City of Asbury Park that the application for Amendment to the preliminary and final site plan approval for the continued use of the property as a food truck court, signage (and related variances) and recreation facilities as set forth in the plans and application are hereby approved contingent on the Applicant complying with the following conditions:

1. **Recitals.** The foregoing Recitals are incorporated herein by reference as if fully set forth as terms and conditions of this Resolution of Approval.

2. All testimony, evidence and representations made on behalf of the Applicant by its witnesses at the public hearings of the Board and the Mayor and City Council are incorporated herein.
3. If required by the City of Asbury Park, the Applicant shall enter into the appropriate Redevelopers Agreement with the City for this project and post performance bonds, inspection fees and escrows as determined by the Mayor and City Council acting in their capacity as the City Redevelopment Agency.
4. The Applicant agrees to comply with all of the remaining outstanding conditions and recommendations set forth in the terms and conditions strongly recommended by the Mayor and Council in the City of Asbury Park Resolutions identified herein.
5. Taxes, fees and escrow accounts shall remain current.
6. The Applicant will adhere to the findings of fact set forth above.
7. The Applicant shall comply with all CAFRA, Green Acres and/or NJDEP regulations applicable to this project and provide proof thereof to the Board Engineer and Secretary prior to commencing the project, as may be required.
8. If this project requires the approval of any other governmental agencies, this approval is contingent thereon. Furthermore, if any outside agency approves this project subject to the Applicant changing or amending the plans approved by this Board, the Applicant must appear before this Board for consideration of an amendment to the approved plans.
9. The Applicant shall comply with all of the conditions set forth in the City Council Resolution referring this matter to this Board, which Resolution is annexed hereto and made a part hereof.
10. The Applicant must receive permits that are required from all code enforcement agencies having jurisdiction over this project including code, fire, police and health, before the commencement of operations each Memorial Day to Labor Day Season to the extent required by those agencies.
11. Each food truck that contains any type of cooking operations or equipment that produce grease laden vapors shall be equipped with a ventilating hood duct and automatic fire suppression system designed and installed in accordance with the New Jersey Uniform Construction Code, and shall obtain to the extent required, approval from the Fire Construction Official or other municipal construction official having jurisdiction over the operations on the property.
12. The term of this approval shall be for the remaining period of the temporary site Plan Approval provided the Applicant and Operator are compliant with the terms and conditions of the Site Plan approvals.
13. A Motion to approve the application subject to compliance with the foregoing conditions was offered by

MOTION TO APPROVE THE AMENDED SITE PLAN WAS Offered by Board Member/Councilwoman Yvonne Clayton, and Seconded by Board Member Michael Goonan, and was approved by a unanimous vote of 7-0 as follows:

Member:	Vote: Y	/	N
Councilwoman Yvonne Clayton	Y		
James Bonano	Y		
Jim Henry	Y		
Jennifer Souder	Y		
Eric Galipo	Y		
Michael Goonan (Alt #1)	Y		
Barbara Krzak, Chair	Y		

The members of the Board who may vote to adopt this Resolution of memorialization are those members who voted in favor of the motion to approve the application. Those members are: Councilwoman Yvonne Clayton; James Bonano; Jim Henry; Jennifer Souder; Eric Galipo; Michael Goonan (Alt #1); and Barbara Krzak, Chair

MOTION TO APPROVE AND MEMORIALIZE:

Offered by: Jim Henry

Seconded by: Councilwoman Yvonne Clayton

Member:	Vote: Y	/	N
Councilwoman Yvonne Clayton	Y		
James Bonano	Y		
Jim Henry	Y		
Jennifer Souder	Y		
Eric Galipo	Y		
Michael Goonan (Alt #1)	Y		
Barbara Krzak, Chair	Y		

I hereby certify that the foregoing is a true copy of a written Resolution adopted by the City of Asbury Park Zoning Board of Adjustment at a meeting held on July 11, 2023

Dated: July 17, 2023



Marie Rodrigues, Board Secretary

EXHIBIT C

Exhibit C: Site Photos



Attachment: Application to Extend Approvals (2024) (2024-199 : Food Truck Court North Eats 2024 Two Year extension to operate)

EXHIBIT D

Attachment: Application to Extend Approvals (2024) (2024-199 : Food Truck Court North Eats 2024 Two Year extension to operate)

Disclosure of Political Contributions Certification

I, Jennifer M. Porter, Esq., of full ages does hereby certify
(Name)

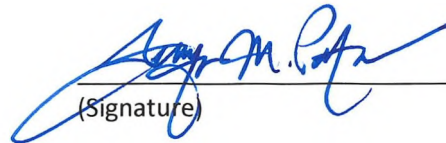
1. I am the applicant or (Engineer, Architect, Planner, Attorney at Law, of the State of New Jersey engaged by Asbury Partners LLC), which entity has made an application
(applicant's name) (City Council Acting as the Redeveloper Authority)
to the Asbury Park (~~Planning Board or Zoning Board or Adjustment~~) for
site plan extension associated with North Eats food truck court
(site plan, variance, subdivision) (proposed use(s))

located at 1600 Ocean Avenue Block 4502, Lot 1.25, Asbury Park, New Jersey,
(address)
owned by Asbury Partners LLC to represent said Applicant in this matter.
(owner)

2. I have never made any political contributions to any elected official of the City of Asbury Park in conjunction with this Application or any other Application (or I have made the following contributions to the elected officials of the City of Asbury Park).

I hereby certify that the foregoing statements are true and I am aware that if any of the following statements made by be is willfully false I am subject to punishment.

Jennifer M. Porter, Esq.
(Name Printed)


(Signature)

Dated 3/18/24

Disclosure of Political Contributions Certification

I, Brian Cheripka, of full ages does hereby certify
(Name)

- I am the applicant or (Engineer, Architect, Planner, Attorney at Law, of the State of New Jersey engaged by Asbury Partners LLC), which entity has made an application
(applicant's name) (City Council Acting as the Redeveloper Authority)
to the Asbury Park (~~XXXXXX Board XXXXX XXXXX XXXXX XXXXX~~) for
site plan extension associated with North Eats food truck court
(site plan, variance, subdivision) (proposed use(s))

located at 1600 Ocean Avenue Block 4502, Lot 1.25, Asbury Park, New Jersey,
(address)
owned by Asbury Partners LLC to represent said Applicant in this matter.
(owner)

- I have never made any political contributions to any elected official of the City of Asbury Park in conjunction with this Application or any other Application (or I have made the following contributions to the elected officials of the City of Asbury Park).

I hereby certify that the foregoing statements are true and I am aware that if any of the following statements made by be is willfully false I am subject to punishment.

Brian Cheripka

(Name Printed)

Brian A. Cheripka
(Signature)

Dated 3/18/2024

Disclosure of Political Contributions Certification

I, Michael Carr, of full ages does hereby certify
(Name)

- I am the applicant or (Engineer, Architect, Planner, Attorney at Law, of the State of New Jersey engaged by Asbury Partners LLC), which entity has made an application
(applicant's name) (City Council Acting as the Redeveloper Authority)
to the Asbury Park (Planning Board or Zoning Board or Board of Adjustment) for
site plan extension associated with North Eats food truck court
(site plan, variance, subdivision) (proposed use(s))

located at 1600 Ocean Avenue Block 4502, Lot 1.25, Asbury Park, New Jersey,
(address)
owned by Asbury Partners LLC to represent said Applicant in this matter.
(owner)

- I have never made any political contributions to any elected official of the City of Asbury Park in conjunction with this Application or any other Application (or I have made the following contributions to the elected officials of the City of Asbury Park).

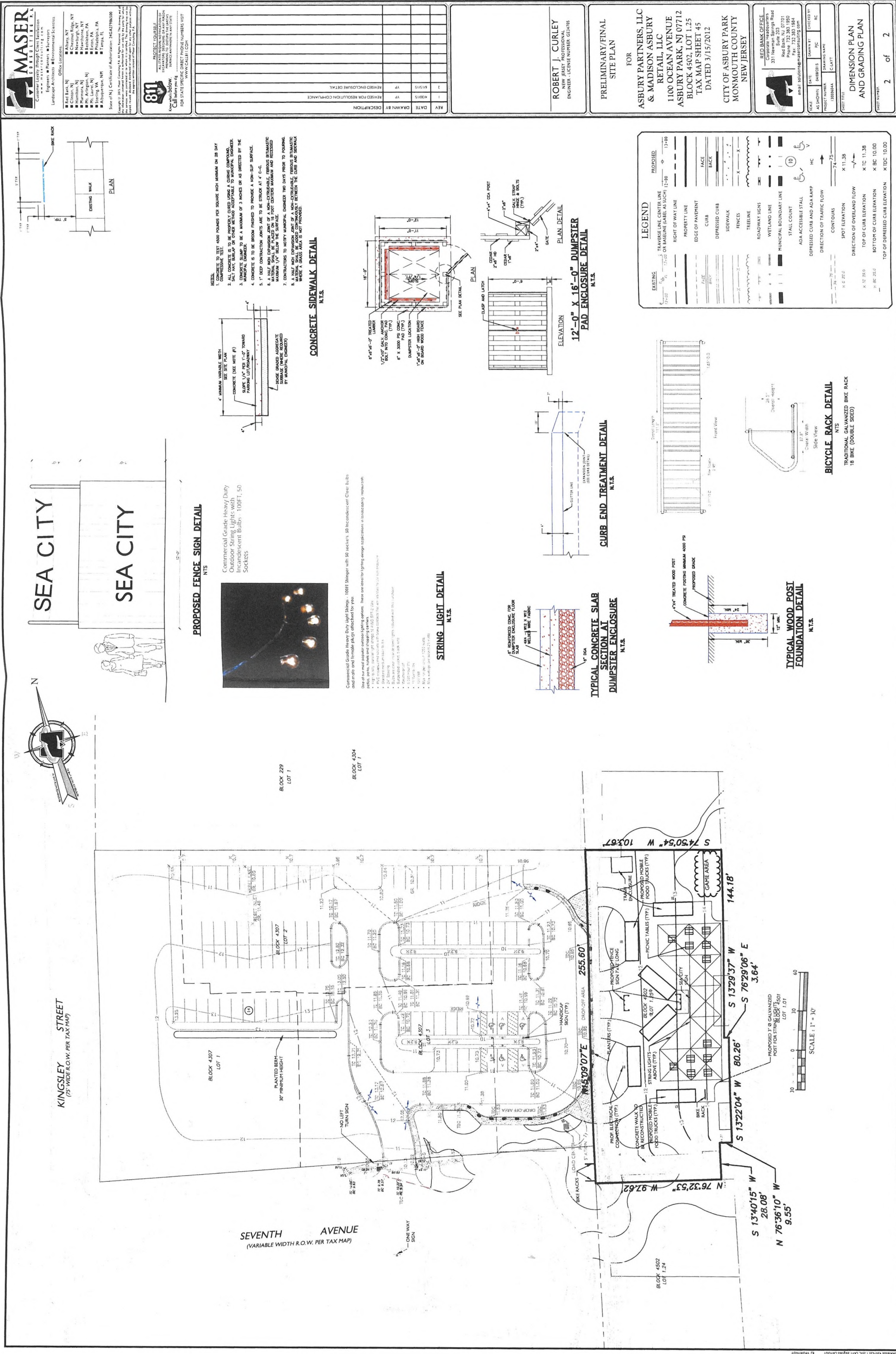
I hereby certify that the foregoing statements are true and I am aware that if any of the following statements made by me is willfully false I am subject to punishment.

Michael Carr

(Name Printed)

(Signature)

Dated 03/18/23





Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 10, 2024
RESOLUTION SUMMARY

2024-200

Execution Of The Subrecipient Agreement With The New Jersey Department Of Community Affairs Regarding The Receipt Of A Boardwalk Restoration Fund Grant Award For A Grant: \$20 million.



RESOLUTION NO. 2024-200

**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 APPROVE THE EXECUTION OF THE SUBRECIPIENT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS REGARDING THE RECEIPT OF A BOARDWALK RESTORATION FUND GRANT AWARD FOR A GRANT IN THE AMOUNT OF \$20 MILLION

WHEREAS, Governor Murphy signed Legislation to establish the Boardwalk Restoration Fund ("BRF") consisting of grants in the total amount of \$100 million for counties and municipalities to use to restore boardwalks and ancillary facilities in New Jersey Shore communities, which funds are available through the American Rescue Fund; and

WHEREAS, the City submitted an Application to the New Jersey Department of Community Affairs ("DCA") for a grant in the amount of \$7 million for the replacement of Boardwalk decking, railings, bench and the installation of permanent bathroom facilities at two (2) locations, (the "City Project"), as more fully described in the Application; and

WHEREAS, the BRF provides grants to counties and municipalities for "...boardwalk construction, maintenance, reconstruction, and repair projects related to ancillary or appurtenant structures...", and the DCA Guidelines ("Guidelines") define ancillary or appurtenant structures as "... structures directly on or adjacent to the boardwalk that provide necessary amenities such as public restrooms, water fountains, and ticket booths or commercial facilities..."; and

WHEREAS, applications for the grants may only be made by public entities, but grants may be provided to private entities through the development of a municipal grant process; and

WHEREAS, Madison Asbury Retail, LLC. ("MAR") requested the City to also seek a BRF grant for the repair and restoration of the Convention Hall Complex, (the "MAR Project") as more fully described below; and

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq., as

amended and supplemented (the "Redevelopment Law" or "LRHL"), provides a process for municipalities to participate in the redevelopment and improvement of parcel(s) of property which are designated as "areas in need of redevelopment" or "areas in need of rehabilitation"; and

WHEREAS, a Historic Preservation Easement in favor of the New Jersey Historic **Preservation Office**, executed on January 15, 2004, **which requires the owner of Convention Hall and Paramount Theater to ensure** their continued preservation in perpetuity; and

WHEREAS, the City and MAR entered into the Subsequent Developers Agreement ("SDA") as of June 1, 2010, which provides *inter alia*; that **MAR would operate and maintain Convention Hall**, the Grand Arcade and the Paramount Theater which structures are on and directly adjacent to the Asbury Park Boardwalk; and

WHEREAS, the Convention Hall Complex has fallen into a state of deterioration and neglect, such that Convention Hall and the Paramount Theater have remained closed due to public safety and structural integrity concerns; and

WHEREAS, the City has issued Notices of Default to MAR as a result of the failure to maintain and operate the Convention Hall Complex; and

WHEREAS, in order to facilitate the repair and restoration of the iconic Convention Hall Complex, the City agreed to also include funding for a BRF grant to provide for financing of the MAR project as expressly subject to the agreement by MAR to the terms and conditions of a Memorandum of Understanding ("MOU") that the Parties executed as of October 31, 2023, which provides, *inter alia*, that the City Project shall be identified as the top priority of the application; and

WHEREAS, by letter dated February 23, 2024 to Mayor John Moor from Jacquelyn A. Suarez, Acting Commissioner, New Jersey Department of Community Affairs, Disaster Recovery and Mitigation ("DCA"), the City was awarded a Boardwalk Restoration Fund Grant in the amount of \$20 Million, (the "Grant Award"), attached hereto as Exhibit 1; and

WHEREAS, in order to qualify to receive the Grant Award of \$20 Million, it is necessary for the City to enter into a Subrecipient Agreement with DCA for the Implementation of the Boardwalk Preservation Fund Grant Program,

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

Section 1. **Recitals.** The recitals set forth above are fully incorporated herein.

Section 2. **Execution of the Subrecipient Agreement.** The Mayor of the City Asbury Park is hereby authorized, to execute the Agreement entitled: "Subrecipient Agreement Between the New Jersey Department of Community Affairs and the City of Asbury Park, Monmouth County, New Jersey for the Implementation of the Boardwalk Restoration Fund Program", to which is attached Exhibit A-Application; Exhibit B- Budget and Budget Addendum; Exhibit C- Subrecipient Agreement; Exhibit D- Schedule of Assurances, in substantially the form attached hereto collectively as Schedule A.

Section 3. **Implementation of Subrecipient Agreement.** Upon the execution of the Subrecipient Agreement by DCA and the City, the Officers, Staff and consultants of the

City are hereby authorized to perform all actions deemed necessary and desirable to implement the terms of the Subrecipient Agreement.

Section 4. **Effectiveness Of Resolution.** This Resolution shall become effective immediately upon adoption.

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. 2024-200 which was finally adopted by the City Council at a meeting held on the 10th day of April, 2024

CERTIFIED BY ME THIS 11th DAY OF April, 2024.

LISA ESPOSITO
CITY CLERK

SCHEDULE A

SUBRECIPIENT AGREEMENT

BETWEEN

THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS

AND

THE CITY OF ASBURY PARK,

MONMOUTH COUNTY, NEW JERSEY

FOR THE IMPLEMENTATION OF

THE BOARDWALK PRESERVATION FUND GRANT PROGRAM

This Subrecipient Agreement (“Agreement”) is made by and between the Department of Community Affairs (“Department,” “DCA,” or “Grantor”) and the City of Asbury Park (“Asbury Park”, “The City”, “Grantee” or “Subrecipient”) together (“the Parties”), to set forth the terms and conditions for the disbursement of American Rescue Plan Act – Coronavirus State Fiscal Recovery Fund monies for the Boardwalk Preservation Fund Grant Program (“Fund” or “Program”). This Agreement confirms the mutual understandings and intentions of the Parties hereto as to the following:

PREAMBLE

WHEREAS, due to the increase in the number of novel coronavirus (“COVID-19”) cases in New Jersey, the surrounding region and across the globe, the Governor of the State of New Jersey issued Executive Order No. 103 declaring a public health emergency and a state of emergency in the State of New Jersey (“State”) on March 9, 2020, allowing for certain executive actions to respond to the increasing number of COVID-19 cases in the State; and

WHEREAS, on March 11, 2020, the World Health Organization declared the COVID-19 outbreak a global pandemic (the “COVID-19 Pandemic”) and on March 13, 2020, the President of the United States (“President”) declared a national state of emergency; and

WHEREAS, in response to the COVID-19 Pandemic, Congress enacted a series of laws to address the impacts of the COVID-19 Pandemic; and

WHEREAS, on March 11, 2021, the President signed the “American Rescue Plan Act of 2021” P.L. 117-2 (the “ARP Act”) into law; and

WHEREAS, as part of the ARP Act, Congress at subtitle M of the ARP Act, amended Title VI of the Social Security Act (42 U.S.C. 801 et seq.) by adding Sections 602 and 603 to create the “Coronavirus State Fiscal Recovery Fund” (“CSFRF”); and

WHEREAS, CSFRF monies (“CSFRF Funds”) are to be used, generally: (a) to respond to the public health emergency with respect to COVID-19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as

tourism, travel, and hospitality; (b) to respond to workers performing essential work during the COVID public health emergency by providing premium pay to eligible workers of the State who are performing such essential work, or by providing grants to eligible workers who perform essential work; (c) for the provision of government services to the extent of the reduction in revenue of the State due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the State prior to the emergency; or (d) to make necessary investments in water, sewer, or broadband infrastructure; and

WHEREAS, the State received \$6,244,537,955.50 in CSFRF Funds under the ARP Act which must be used in conformance with the requirements of the ARP Act; and

WHEREAS, the New Jersey State Legislature, through Senate Bill 3989, Pub. L. 2023, Ch. 136, supplementing Chapter 27D of Title 52 of the Revised Statutes, established a "Boardwalk Preservation Fund," appropriating \$100,000,000 of CSFRF Funds to DCA; and

WHEREAS, the purpose of the Fund is to provide grants to counties and municipalities in the State to use for boardwalk construction, maintenance, reconstruction, and repair projects; and

WHEREAS, pursuant to the Fiscal Year 2022 Appropriations Act, L. 2021, c.133, as may be amended from time to time, DCA is responsible for overseeing the entire portfolio of funds, consistent with CSFRF requirements, as the State-designated Grants Manager; and

WHEREAS, the State Treasurer has entered into a Memorandum of Understanding dated as of July 22, 2021, with DCA, as Grants Manager for the CSFRF Funds, to provide those grant management functions and processes for the State that are necessary to administer, manage and monitor State entity grant awards and disburse funds accordingly; and

WHEREAS, DCA will use its State Integrated Recovery Operations and Management System ("SIROMS") to track State entity expenditures and obligations, administer approved grant funds, and track compliance with applicable laws, regulations, guidance, and program requirements; and

WHEREAS, the DCA is distributing a portion of the CSFRF Funds, in an amount not to exceed [\$20,000,000.00], to provide funding to Subrecipient for the implementation of the Program, that the Governor's Disaster Recovery Office has determined eligible for CSFRF Funds; the Grant is described in Exhibit A and the Program budget is set forth in Exhibit B, both exhibits attached hereto and made a part hereof; and

WHEREAS, the implementation of the Program shall be undertaken in compliance with Federal, State and local laws and regulations as well as the requirements of this Agreement, Executive Order No. 166 (Murphy 2020) ("EO 166"), 31 CFR Part 35 U.S. Treasury Coronavirus State and Local Fiscal Recovery Funds – Final Rule, and Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("2 CFR Part 200"); and

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WHEREAS, it is in the Parties' mutual interests, as well as in the public interest, to have the Parties' respective responsibilities concerning the implementation of services for the Program memorialized in a written agreement.

NOW, THEREFORE, DCA and The City of Asbury Park agree as follows:

1. The City of Asbury Park shall apply the CSFRF Funds to Eligible Costs incurred for expenditures selected from the list set forth in **Exhibit B** hereto. The City of Asbury Park may propose to amend **Exhibit B** by providing written notice of the proposed amendments to the Department. Within a reasonable time, following receipt of The City's proposed amendments to **Exhibit B**, the Department shall advise The City in writing as to whether **Exhibit B**, as updated, is approved.
2. DCA will distribute the CSFRF Funds to The City of Asbury Park in installments, the first, twenty-five percent (25%) or five million dollars (\$5,000,000.00) upon execution of this Agreement. For fiscal year ("FY") 2024, The City agrees to submit to the Department the first quarterly financial report by October 30, 2024 (thirty days following the end of the next quarter after the date of execution)], so the Department's staff can perform a reasonable review. The frequency of financial reporting will be monthly and Subrecipient progress reporting will be quarterly. DCA will review:
 - a. A full accounting of all expenditures to be funded with the CSFRF grant, including executed contracts and invoices, as applicable.
 - b. Bank statements for the account in which The City of Asbury Park deposits the CSFRF Funds.
 - c. Such additional information as the Department may reasonably request.
3. Any and all payments of the City of Asbury Park Costs to be made by the DCA shall be subject to appropriations being made from time to time by the New Jersey Legislature (the "State Legislature") for such purposes. The State Legislature has no obligation to make appropriations for such purposes. Furthermore, any and all payments of Eligible Costs to be made by the Department are also subject to the availability of such funds. The DCA shall have no obligation to make any payment of Eligible Costs due to the failure of the State Legislature to make such appropriations or due to the unavailability of such funds during the Fiscal Year.
4. A failure of the State Legislature to appropriate such funds to pay costs in the Appropriations Act for the Fiscal Year (including without limitation, the reduction or cancellation of an appropriation pursuant to an amendment to the Appropriations Act for the Fiscal Year) in an amount sufficient to pay such Eligible Costs (an "Event of Non-Appropriation") will not constitute a default under this Agreement. The unavailability of such funds for the Department to make a payment of Eligible Costs during the Fiscal Year (an "Event of Unavailability of

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Funds”) will not constitute a default under this Agreement. The DCA will not be liable in any manner upon an Event of Non-Appropriation or upon an Event of Unavailability of Funds.

5. The City of Asbury Park agrees that all funds not expended in accordance with this Agreement will be returned to the Department before December 31, 2026, and agrees to provide such financial and performance documentation that DCA finds necessary to verify the timely expenditure of funds.
6. Documentation and material that The City of Asbury Park provides to the DCA pursuant to Section 2 of this Agreement shall be provided via email to the Director and Chief Financial Officer, Vera Ricciardi at veraellen.ricciardi@dca.nj.gov or to such systems or individuals that she may so designate. All other notices and communications hereunder shall be in writing and shall be deemed given when (i) hand delivered with receipt acknowledged, (ii) sent by electronic communication, (iii) mailed by first class mail, registered or certified, return receipt requested, or (iv) sent by recognized overnight carrier, postage prepaid and with acknowledgement of delivery, to the parties at the addresses set forth below or as to each party at such other or additional address or numbers as shall be designated by such party in a written notice to the other party hereto:

City of Asbury Park
City Hall
One Municipal Plaza
Attention: Lillian L. Nazzaro, Esq.
City Manager

NJ Department of Community Affairs
Division of Disaster Recovery & Mitigation
P.O. Box 823
101 South Broad Street
Trenton, NJ 08625
Attention: Luciana DiMaggio,
Chief Legal Officer

7. This Agreement is supplemented by **Exhibits A, B, and C** which are attached hereto and incorporated herein.
8. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey.
9. This Agreement may be executed in any number of counterparts, all of which counterparts, taken together, shall constitute but one and the same Agreement.

IN WITNESS WHEREOF, the Department of Community Affairs and the City of Asbury Park have executed this Agreement for:

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STATE OF NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS

Samuel R. Viavattine
Deputy Commissioner

Date: _____

CITY OF ASBURY PARK

John Moor
Mayor, City of Asbury Park

Date: _____

Exhibit A – Application

Exhibit A-1-Project Narrative Regarding Utilization of \$20,000,000.00 Grant Award

Exhibit B – Budget and Budget Addendum

Exhibit C – Subrecipient Agreement

Exhibit D – Schedule of Assurances

{373953.DOCX.2}5

EXHIBIT A

CITY OF ASBURY PARK BOARDWALK PRESERVATION FUND APPLICATION

See Attached

{373953.DOCX.2}6

NJDCA BOARDWALK PRESERVATION FUND GRANT APPLICATION

For the

CITY OF ASBURY PARK

COUNTY OF MONMOUTH



City Of
ASBURY PARK
New Jersey

October 31, 2023



TABLE OF CONTENTS

<u>1.) THE APPLICATION</u>	<u>3</u>
APPLICANT/ENTITY INFORMATION	4
PROJECT DESCRIPTION	5
FUNDING OBJECTIVES	6
PHASES AND TIMELINES	8
PROJECT MATCH	8
BUDGET	8
<u>2.) CONSTRUCTION TIMELINES</u>	<u>15</u>
PRIORITY 2 - GANTT CHART	16
<u>3.) COST ESTIMATES</u>	<u>18</u>
PRIORITY 1 - ASBURY PARK BOARDWALK IMPROVEMENTS	19
PRIORITY 2 - CONVENTION HALL COMPLEX	24
<u>4.) SUPPORTING DOCUMENTS</u>	<u>30</u>
PRIORITY 1 - CONCEPTUAL PLAN	31
SUBGRANTEE TAX CREDIT APPLICATION (WITH ATTACHMENTS)	35
<u>5.) SITE PHOTOGRAPHS</u>	<u>124</u>

THE APPLICATION

BOARDWALK PRESERVATION FUND (BPF) APPLICATION

Applicant/Entity Information

Applicant/Entity Name	City of Asbury Park
Project Title	Asbury Park Boardwalk Preservation
Project Cost	Priority 1 - \$7,000,000 \$ Priority 2 - \$40,000,000 Total - \$47,000,000
Site Address (if no address is available, enter site coordinates or provide a brief description)	Boardwalk along the east side of Ocean Avenue, Between Asbury Ave and Sixth Ave
Federal Employer ID Number (FEIN)	21-6000035
SAM Unique Entity Number	CLMGKMSN8X35
NJ Start Number	V00051980
Primary Contact	Donna Vieiro
Primary Contact Title	City Manager
Primary Contact Phone Number	732-502-5755
Primary Contact Email Address	Donna.Vieiro@cityofasburypark.com
Primary Contact Mailing Address	1 Municipal Plaza, Asbury Park, NJ 07712
Secondary Contact Name	JoAnn Boos
Secondary Contact Title	Chief Financial Officer
Secondary Contact Phone Number	732-502-5709
Secondary Contact Email Address	JoAnn.Boos@cityofasburypark.com
Secondary Contact Mailing Address	1 Municipal Plaza, Asbury Park, NJ 07712
Other relevant Applicant/Entity Information	www.cityofasburypark.com

BOARDWALK PRESERVATION FUND (BPF) APPLICATION

Instructions: Please answer the following questions either in the space provided or as an attachment.

Section 1: Project Description	Points Available 20
Project Description: Answer the following questions to provide a high-level overview of the project and attach any supporting documentation (plans, pictures, conceptual designs) to support your application.	
a. Please provide a general profile of your community and the role your boardwalk plays in the economy of your municipality. (Pleaese see attached)	
b. Does your community have a boardwalk plan? Please describe your plan or provide a copy as an attachment. (Pleaese see attached)	

BOARDWALK PRESERVATION FUND (BPF) APPLICATION

Section 2: Funding Objectives

Points Available
20

The goal of the Boardwalk Preservation fund is to address the most critical and necessary capital needs along the Jersey Shore. In doing so, 3 objectives have been identified as crucial aspects of any projects and in this section, we ask you to address how your plans will address the following factors:

- A. Increasing storm resiliency
- B. Improving ADA access to the boardwalk and boardwalk facilities
- C. Ensuring a safer and longer lasting boardwalk

A. Describe how your plan seeks to improve the storm resiliency of your town's boardwalk.

(Please see attached)

BOARDWALK PRESERVATION FUND (BPF) APPLICATION

B. Describe how your plan seeks to improve ADA access to your town's boardwalk and facilities.

(Please see attached)

C. How will your project adhere to current health and safety regulations?

(Please see attached)

Section 3: Phases and Timelines

Points Available
20

BOARDWALK PRESERVATION FUND (BPF) APPLICATION

As stated in the guidelines, BPF projects must adhere to all deadlines and timelines set forth in the American Rescue Plan Act of 2021, CFDA 21.027. All ARP funds must be obligated by December 31, 2024 and expended by December 31, 2026. Due to these timelines, it will be important for your municipality to demonstrate the ability to meet these deadlines and complete all work on time. If your plan includes different phases, please describe each phase, and provide timelines for completing each of those phases. Timelines may be presented as a chronological timeline, roadmap, or Gantt chart.

(Please see attached)

Section 4: Project Match

Points Available
20

A minimum match of 5% is required, please provide a breakdown of other funding sources that will be leveraged for a local match on this project (municipalities inside the top 50 MRI are not required to produce a local match).

As the City of Asbury Park is inside the top 50 MRI, the city is not required to produce a local match.

Section 5: Budget

Points Available
20

Please complete the attached budget form.

BOARDWALK PRESERVATION FUND (BPF) APPLICATION

Application Checklist

☒ Application
☒ Applicant/ Entity Information
☒ Section 1: Project Description
☒ Section 2: Funding Objectives
☒ Section 3: Phases and Timelines
☒ Breakdown of Phases ☒ Timeline/Gantt Chart
☒ Section 4: Project Match
☒ Section 5: Budget
☒ Budget Overall Project ☒ Year 1 ☒ Year 2 ☒ Year 3
☒ Supporting Documentation
☒ Pictures

Acknowledgements and Certifications

By signing below and submitting this application, you acknowledge and agree to the below statement:

I understand that participation in the Boardwalk Preservation Fund (BPF) is voluntary in nature, and that I am under NO obligation to participate. I may elect not to proceed at any time before signing a grant agreement. By signing the document below, I acknowledge that the information provided in this application is accurate. I understand that an environmental review must be completed before a Notice to Proceed can be issued or construction can begin. I understand that I am applying on behalf of the applicant entity and are the project point of contact, and that as of the time of this application I have disclosed all financial assistance received to date, or those funds which will be received or are reasonably expected to be received for this proposed project.

X

Signature

Print Name

Date

THE CITY OF ASBURY PARK**NJDCA Boardwalk Preservation Fund Application****Project Title: Asbury Park Boardwalk Preservation****Application Date: October 31, 2023****Section 1: PROJECT DESCRIPTION**

Answer the following questions to provide a high-level overview of the project and attach any supporting documentation (plans, pictures, conceptual designs) to support your application.

1. a. Please provide a general profile of your community and the role your boardwalk plays in the economy of your municipality.

The City of Asbury Park is a quintessential oceanfront community located along the Jersey Shore in Monmouth County. Known for its distinct culture, buildings and architecture, art community, and of course, beach experience, the city is home to approximately 15,200 permanent residents. Commonly included in New Jersey's top destination lists, the City is an iconic destination for hundreds of thousands of visitors during the peak summer months, and remains active throughout the year with festivals, concerts, and a bustling music scene that includes well known headliners from across the country. Asbury Park's Chamber of Commerce also promotes an amazing array of small business owners, culturally diverse restaurants, and an extremely vibrant neighboring downtown. The boardwalk essentially has become the "Main Street" for people to shop, eat, and play.

The iconic Asbury Park Boardwalk is the glue that holds this all together and is the gateway to the beach. It's condition, functionality, and enjoyment are essential to the health and success of the City of Asbury Park and its surrounding communities. Summer at the Jersey Shore is synonymous with spending time at the boardwalk. Even beyond its peak season, Asbury Park continues to grow as an epicenter for culture, music, art, and cuisine. As a result, the boardwalk proportionally needs to accommodate the masses of people coming in from across the county, the State, the nation, and even the world to this famous Jersey Shore beachside city. Most notably, the 2023 Sea-Hear-Now music festival boasted an attendance of approximately 70,000 for their two-day annual event. As many as 600,000 people a year vacationed in Asbury Park during the summer.

While Asbury Park is establishing its prominence along the Jersey Shore, it is ranked high in the NJDCA Municipal Revitalization Index. Ranked at #23, and among the top 4%, the City of Asbury Park is recognized at the state level as being an underserved population with critical needs for advancing infrastructure investment. While the boardwalk is prominent, its health and safety conditions are essential to the continued efforts of the City, State, and community who are fully invested in tourism and recreational enjoyment. A grant contributing to the preservation of the Asbury Park Boardwalk would not only support the upward trajectory and forward momentum of the City for years to come, but it would also fortify what makes New Jersey so special: its world famous boardwalk beaches.

In addition to the Boardwalk itself, the Asbury Park Convention Hall, The Grand Arcade, and the Paramount Theater (collectively the Convention Hall Complex) are all ancillary to, and integral parts of the Asbury Park Boardwalk experience. The Convention Hall Complex is a major component contributing to the City's economic well being and provides employment and tax revenue to the City.

1.b. Does your community have a boardwalk plan? Please describe your plan or provide a copy as an attachment.

James Bradley developed the City of Asbury Park as a shore resort community in 1873. In 2002, the City adopted the Asbury Park the Waterfront Redevelopment Area Plan, developed and prepared by a team of consultants lead by Clark Caton Hintz, Ehrenkrantz, Eckstut & Kuhn, & Duany Plater-Zyberk & Company, Inc. among other prestigious firms. The Plan called for a walkable, mixed-use integration of open space and development along with the adaptive reuse of historic structures. Although the City does not have an official boardwalk plan *per se*, the Waterfront Redevelopment Plan is the functional equivalent because it addresses the key importance of the Asbury Park Boardwalk to the cultural, social and economic vitality of the City and the region. Additionally, funding for minor boardwalk repairs is allocated in the City's annual capital budget.

This application for funding through the New Jersey Boardwalk Preservation Fund seeks to obtain funding for two separate and distinct priority projects as follows:

Priority 1 seeks to obtain funding in the amount of \$7,000,000 for the replacement of boardwalk decking, replacement of steel railings, replacement of concrete and wooden benches, and two new restroom structures to be located along the boardwalk at Second and Fourth Avenues as depicted on the enclosed concept plans and construction cost estimate.

Priority 2 seeks to obtain funding in the amount of \$40,000,000 for the rehabilitation and structural repair of the Convention Hall Complex consisting of The Paramount Theater, Convention Hall, and the Grand Arcade. With these funds, the City intends to enter into a Sub-Grantee agreement through a Municipal Grant Program which will be developed and adopted prior to this grant being awarded. The intended recipient, Madison Asbury Retail, LLC (MAR), a subsidiary of Madison Marquette, which is the owner of Convention Hall Complex will apply to the City for the municipal grant and submit plans, specifications, construction cost estimates, etc. to the City for review and approval. The \$40million requested as part of this grant application is intended to supplement additional funds being sought by MAR from multiple funding sources for the complete restoration of the entire Convention Hall Complex with an estimated total cost of \$123.66Million. The complete project description, construction cost estimate, and other supporting documentation are enclosed herein. The City of Asbury Park has entered into a Memorandum of Understanding ("MOU") with MAR which specifically states that grant funds obtained through the NJ Boardwalk Preservation Fund program must be applied for and utilized in the following manner according to the City's priority order as follows:

- Priority 2a. Rehabilitation of the Paramount Theater to a structural condition that is safe for public occupancy and such that the venue can be operational.
- Priority 2b. Restoration/Repair of Convention Hall exterior to enclose the structure to protect from further deterioration and damage.
- Priority 2c. Restoration/Repair of Convention Hall structural elements (i.e. concrete piles, floor beams, roof elements, etc.) in order to render all promenades and public spaces suitable and safe for public occupation.

It is the intention of this Application that the safety and structural improvement projects identified above can be achieved notwithstanding that funding for the complete restoration of the Convention Hall Complex in the amount of \$123.66Million may not become available. The MOU provided that MAR will utilize the grant funds obtained to complete Priorities 2a, 2b, and 2c to the extent such is achievable, even if no additional financing materializes.

Section 2: FUNDING OBJECTIVES

The goal of the Boardwalk Preservation fund is to address the most critical and necessary capital needs along the Jersey Shore. In doing so, 3 objectives have been identified as crucial aspects of any projects and in this section, we ask you to address how your plans will address the following factors:

- A. Increasing storm resiliency.*
- B. Improving ADA access to the boardwalk and boardwalk facilities.*
- C. Ensuring a safer and longer lasting boardwalk.*

2. A. Describe how your plan seeks to improve the storm resiliency of your town's boardwalk.

Superstorm Sandy in 2012 had profound impacts on the Jersey Shore everyone knows and loves. While Asbury Park City has completed repairs since then, the City still faces the need to restore and replace aging infrastructure along its shoreline. The plans that have and will be developed and implemented with this funding will forward the City's objectives to restore damaged components of the boardwalk and its ancillary structures according to the following priorities:

Priority 1

- Replace aging boardwalk decking, railings, and benches utilizing components that are more weather resistant and durable.
- Construct new, permanent restroom buildings to replace the temporary restroom trailers. These new buildings will be constructed to the latest standards of storm resiliency, including pile foundations and storm vents.

Priority 2

- Rehabilitation of the Convention Hall Complex, consisting of the City's sub-priorities as follows:
 - a) Rehabilitation of the Paramount Theater to a structural condition that is safe for public occupancy and such that the venue can be operational.
 - b) Restoration/Repair of Convention Hall exterior to enclose the structure to protect from further deterioration and damage.
 - c) Restoration/Repair of Convention Hall structural elements (i.e. concrete piles, floor beams, roof elements, etc.) in order to render all promenades and public spaces suitable and safe for public occupation.

The identified priorities are intended to assure safe and structurally sound structures and, as such, accomplish the goal of protecting these deteriorating ancillary structures from the destructive impacts of coastal storms.

2. B. Describe how your plan seeks to improve ADA access to your town's boardwalk and facilities.

Inclusivity is among the top priorities of the City of Asbury Park, and being inclusive of those with disabilities is no exception. The current conditions of the boardwalk are a limitation to many people, in particular those in which the ADA guidelines are designed for. With the deteriorated condition of the boardwalk decking, trip hazards have increased as boards become warped and lifted. This condition makes strolling the boardwalk or getting onto the beach a safety concern for many. The installation of

new boardwalk decking, the surface that tens or even hundreds of thousands visit each year would be significantly more accessible to all levels of ability. In addition to the main boardwalk, the City is proposing to replace uneven boards on the accessible ramps at all beach access locations. Site photos of the existing boardwalk decking are provided in this application to clearly demonstrate the need to eliminate tripping hazards.

2. C. How will your project adhere to current health and safety regulations?

The project will adhere to all applicable Federal, State, and Local regulations regarding health and safety requirements.

Priority 1 of the project implementation is to immediately address public health and safety conditions that pose a hazard to pedestrians. Each year, the City of Asbury Park has countless trip-and-fall incidents related to uneven or warped boardwalk decking. This is not only a public safety issue, but many of these types of incidents result in legal claims against the city.

Priority 2 of the project implementation seeks to address and repair the Convention Hall Complex such that it meets all current health and safety regulations and requirements. The Convention Hall Complex has fallen into a state of deterioration and disrepair such that Convention Hall and the Paramount Theater have remained closed to the public due to public safety and structural integrity concerns.

Section 3: PHASES AND TIMELINES

As stated in the guidelines, BPF projects must adhere to all deadlines and timelines set forth in the American Rescue Plan Act of 2021, CFDA 21.027. All ARP funds must be obligated by December 31, 2024 and expended by December 31, 2026. Due to these timelines, it will be important for your municipality to demonstrate the ability to meet these deadlines and complete all work on time. If your plan includes different phases, please describe each phase, and provide timelines for completing each of those phases. Timelines may be presented as a chronological timeline, roadmap, or Gantt chart.

Project Timetable and Schedule for Completion

Priority 1 Project: City of Asbury Park Project Timeline:

- October 31, 2023 – Application Due
- January/February 2024– Funding Announcements and Grant Agreements Execute (*Upon Receipt)
- Project Kickoff – February 2024
- Plans and Specifications Substantially Complete – May 2024
- Advertise for Bids -Priority 1 – June 2024
- Public Bid/Contract Award - Priority 1 – July 2024
- Construction Administration and Inspection - Priority 1 – September 3, 2024 through March, 2025
- April 2025 – Construction complete.
- May/June 2025 – Project/Grant Closeout – Priority 1 Project only

Priority 2 Project: Madison Asbury Retail, LLC (Subgrantee) Project Timeline:

- Please see attached GANTT Chart

Section 4: PROJECT MATCH

A minimum match of 5% is required, please provide a breakdown of other funding sources that will be leveraged for a local match on this project (municipalities inside the top 50 MRI are not required to produce a local match).

Asbury Park is currently ranked #23 of 50 on MRI list and therefore not required to provide a match.

Section 5: BUDGET

Please complete the attached budget form.

Project Budgets as follows:

Priority 1 Project: City of Asbury Park

The proposed Priority 1 Project is estimated to have a total cost of \$6,999,642.00

(See enclosed itemized project cost estimate)

Priority 2 Project: Madison Asbury Retail, LLC (Subgrantee)

The proposed Priority 2 project is anticipated to have a total estimated cost of \$69,324,373.00 for structural repairs to the Convention Hall Complex consisting of Priorities 2a, 2b, & 2c noted above. The City of Asbury Park is seeking grant funding for the Priority 2 Project in the amount of \$40,000,000.00. The Subgrantee is expected to provide supplemental funding from other sources in order to complete the entirety of the Priority 2 project, however, should additional funding not materialize, the funds granted would be utilized in priority order to accomplish the greatest extent of repair achievable.

(See enclosed itemized project cost estimate)

CONSTRUCTION TIMELINES

Revision:
10.16.23

Revision:
10.16.23

Focus Task

compliance risk

*includes other tasks needed to complete Rehab

Preliminary Goals / Task		Contractor	Term	2023																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																									
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COST ESTIMATES



Applicant / Entity Name:	City of Asbury Park, Monmouth County, New Jersey
Project Title:	Asbury Park Boardwalk Preservation - PRIORITY 1

Cost Estimate

Costs by category (only eligible costs are to be included)

Costs

Line #	Category	Projected Cost
1	Cost of new construction	\$ 1,700,000.00
2	Land Acquisition	\$ -
3	Cost of rehabilitation and/or renovation to an existing boardwalk	\$ 3,973,040.00
4	Architectural, engineering, planning, legal, financial, inspection, permit fees, or other professional services	\$ 771,147.00
5	Equipment and Fixtures	
6	Cost of barrier-free improvements	\$ 258,860.00
7	Hazardous materials abatement and/or remediation	
8	Personnel costs required for carrying out Boardwalk Fund Preservation Project	
9	Other	\$ 296,595.00
	TOTAL PROJECT COST:	\$6,999,642.00
	MATCH AMOUNT:	\$ Not Req'd
	BPF FUNDING REQUESTED:	\$ 7,000,000.00



Applicant / Entity Name:	City of Asbury Park, Monmouth County, New Jersey
Project Title:	Asbury Park Boardwalk Preservation - PRIORITY 1

Year 1 (2024) Cost Estimate

Costs by category (only eligible costs are to be included)

Costs

Line #	Category	Projected Cost
1	Cost of new construction	\$ 1,020,000.00
2	Land Acquisition	\$ -
3	Cost of rehabilitation and/or renovation to an existing boardwalk	\$ 2,383,824.00
4	Architectural, engineering, planning, legal, financial, inspection, permit fees, or other professional services	\$ 462,688.20
5	Equipment and Fixtures	\$ -
6	Cost of barrier-free improvements	\$ 155,316.00
7	Hazardous materials abatement and/or remediation	\$ -
8	Personnel costs required for carrying out Boardwalk Fund Preservation Project	\$ -
9	Other	\$ 177,957.00
	TOTAL YEAR 1 COST*:	\$ 4,199,785.20

* Assumes 60% completion in Year 1 (2024)



Applicant / Entity Name:	City of Asbury Park, Monmouth County, New Jersey
Project Title:	Asbury Park Boardwalk Preservation - PRIORITY 1

Year 2 (2025) Cost Estimate

Costs by category (only eligible costs are to be included)

Costs

Line #	Category	Projected Cost
1	Cost of new construction	\$ 680,000.00
2	Land Acquisition	\$ -
3	Cost of rehabilitation and/or renovation to an existing boardwalk	\$ 1,589,216.00
4	Architectural, engineering, planning, legal, financial, inspection, permit fees, or other professional services	\$ 308,458.80
5	Equipment and Fixtures	\$ -
6	Cost of barrier-free improvements	\$ 103,544.00
7	Hazardous materials abatement and/or remediation	\$ -
8	Personnel costs required for carrying out Boardwalk Fund Preservation Project	\$ -
9	Other	\$ 118,638.00
	TOTAL YEAR 2 COST:	\$ 2,799,856.80

* Assumes 40% completion in Year 2 (2025)



Applicant / Entity Name:	City of Asbury Park, Monmouth County, New Jersey
Project Title:	Asbury Park Boardwalk Preservation - PRIORITY 1

Year 3 (2026) Cost Estimate

Costs by category (only eligible costs are to be included)

Costs

Line #	Category	Projected Cost
1	Cost of new construction	
2	Land Acquisition	
3	Cost of rehabilitation and/or renovation to an existing boardwalk	
4	Architectural, engineering, planning, legal, financial, inspection, permit fees, or other professional services	
5	Equipment and Fixtures	
6	Cost of barrier-free improvements	
7	Hazardous materials abatement and/or remediation	
8	Personnel costs required for carrying out Boardwalk Fund Preservation Project	
9	Other	
	TOTAL YEAR 3 COST:	\$ 0.00

CITY OF ASBURY PARK

2023 NJDCA BOARDWALK PRESERVATION FUND APPLICATION

PRIORITY 1

ASBURY PARK BOARDWALK IMPROVEMENTS

COST ESTIMATE

OCTOBER 31, 2023

NO.	ITEM DESCRIPTION	UNIT	TOTAL QTY.	UNIT PRICE	AMOUNT
1	MOBILIZATION, PAYMENT & PERFORMANCE BONDS	LS	1	\$100,000.00	\$100,000.00
2	MAINTENANCE AND PROTECTION OF TRAFFIC	LS	1	\$50,000.00	\$50,000.00
3	BOARDWALK DECKING REPLACEMENT	SF	41,200	\$70.00	\$2,884,000.00
4	STEEL RAILING	LF	3,550	\$198.00	\$702,900.00
5	WOOD AND CONCRETE BENCH	UNIT	107	\$4,500.00	\$481,500.00
6	REMOVE, STORE, & RESET LIGHT POST	UNIT	54	\$250.00	\$13,500.00
7	RESTROOM BUILDING	UNIT	2	\$850,000.00	\$1,700,000.00

TOTAL CONSTRUCTION COST

\$5,931,900.00

Contingency (5%)

\$296,595.00

ENGINEERING DESIGN, PLAN PREPARATION, AND BIDDING (5%)

\$296,595.00

CONSTRUCTION ADMINISTRATION AND INSPECTION (10%)

\$474,552.00

TOTAL

\$6,999,642.00



Applicant / Entity Name:	City of Asbury Park, Monmouth County, New Jersey
Project Title:	Asbury Park Boardwalk Preservation - PRIORITY 2 - Convention Hall Complex

Cost Estimate

Costs by category (only eligible costs are to be included)

Costs

Line #	Category	Projected Cost
1	Cost of new construction	\$ -
2	Land Acquisition	\$ -
3	Cost of rehabilitation and/or renovation to an existing boardwalk	\$ 61,904,217.40
4	Architectural, engineering, planning, legal, financial, inspection, permit fees, or other professional services	\$ 7,420,155.93
5	Equipment and Fixtures	\$ -
6	Cost of barrier-free improvements	\$ -
7	Hazardous materials abatement and/or remediation	\$ -
8	Personnel costs required for carrying out Boardwalk Fund Preservation Project	\$ -
9	Other	\$ -
	TOTAL PROJECT COST:	\$69,324,373.33
	MATCH AMOUNT:	Not Req'd
	BPF FUNDING REQUESTED:	\$ 40,000,000.00



Applicant / Entity Name:	City of Asbury Park, Monmouth County, New Jersey
Project Title:	Asbury Park Boardwalk Preservation - PRIORITY 2

Year 1 (2024) Cost Estimate

Costs by category (only eligible costs are to be included)

Costs

Line #	Category	Projected Cost
1	Cost of new construction	\$ -
2	Land Acquisition	\$ -
3	Cost of rehabilitation and/or renovation to an existing boardwalk	\$ 20,428,391.74
4	Architectural, engineering, planning, legal, financial, inspection, permit fees, or other professional services	\$ 3,710,077.97
5	Equipment and Fixtures	\$ -
6	Cost of barrier-free improvements	\$ -
7	Hazardous materials abatement and/or remediation	\$ -
8	Personnel costs required for carrying out Boardwalk Fund Preservation Project	\$ -
9	Other	\$ -
	TOTAL YEAR 1 COST*:	\$ 24,138,469.71

* Assumes 60% completion in Year 1 (2024)



Applicant / Entity Name:	City of Asbury Park, Monmouth County, New Jersey
Project Title:	Asbury Park Boardwalk Preservation - PRIORITY 2

Year 2 (2025) Cost Estimate

Costs by category (only eligible costs are to be included)

Costs

Line #	Category	Projected Cost
1	Cost of new construction	\$ -
2	Land Acquisition	\$ -
3	Cost of rehabilitation and/or renovation to an existing boardwalk	\$ 20,428,391.74
4	Architectural, engineering, planning, legal, financial, inspection, permit fees, or other professional services	\$ 1,855,038.98
5	Equipment and Fixtures	\$ -
6	Cost of barrier-free improvements	\$ -
7	Hazardous materials abatement and/or remediation	\$ -
8	Personnel costs required for carrying out Boardwalk Fund Preservation Project	\$ -
9	Other	\$ -
	TOTAL YEAR 2 COST:	\$ 22,283,430.72

* Assumes 40% completion in Year 2 (2025)



Applicant / Entity Name:	City of Asbury Park, Monmouth County, New Jersey
Project Title:	Asbury Park Boardwalk Preservation - PRIORITY 2

Year 3 (2026) Cost Estimate

Costs by category (only eligible costs are to be included)

Costs

Line #	Category	Projected Cost
1	Cost of new construction	\$ -
2	Land Acquisition	\$ -
3	Cost of rehabilitation and/or renovation to an existing boardwalk	\$ 20,428,391.74
4	Architectural, engineering, planning, legal, financial, inspection, permit fees, or other professional services	\$ 1,855,038.98
5	Equipment and Fixtures	\$ -
6	Cost of barrier-free improvements	\$ -
7	Hazardous materials abatement and/or remediation	\$ -
8	Personnel costs required for carrying out Boardwalk Fund Preservation Project	\$ -
9	Other	\$ -
	TOTAL YEAR 3 COST:	\$ 22,283,430.72

CITY OF ASBURY PARK
2023 NJDCA BOARDWALK PRESERVATION FUND APPLICATION
PRIORITY 2 - CONVENTION HALL COMPLEX
ASBURY PARK BOARDWALK IMPROVEMENTS
COST ESTIMATE
OCTOBER 31, 2023

<u>Overall Costs</u>	
<u>Soft Costs - Engineering/Architecture/CDs/Financial</u>	<u>Total \$</u>
Preliminary Planning and Design - Inspections - Scanning	\$ 384,148
Civil Engineering - Colliers - Curley	\$ 24,982
Structural Engineering - Colliers - Doll	\$ 119,915
Landscape Architecture	\$ 9,993
Approvals / Legal	\$ 124,911
Graves MMA JV	\$ 1,234,121
WSDG	\$ 331,139
Bliss Fasman - Architectural Lighting	\$ 47,466
Loring - MEPF, Security, Low Voltage	\$ 363,491
EverGreene - Conservator - Art	\$ 31,730
Jensen Hughes - Code / Life / Safety	\$ 16,988
Archeologist	\$ 4,996
	\$ -
Inspecting Architect - During Const.	\$ 37,473
	\$ -
<u>Construction Contract</u>	\$ -
Legal GMP	\$ 49,964
	\$ -
<u>Permitting</u>	\$ -
CAFRA - Specific Professional -	\$ 74,947
<u>Building Permit</u>	
Application Fee	\$ 24,982
City Escrow Fees	\$ 49,964
	\$ -
<u>Financial & Other Soft Costs</u>	\$ -
Closing Costs & Fees	\$ 249,822
Real Estate Taxes	\$ 149,893
Insurance during Construction	\$ 124,911
Survey	\$ 7,495
Environmental	\$ 14,989
Professional Fees (Non-Contract)	\$ 74,947
Interest	\$ 1,998,577
Operating Reserves	\$ 1,249,111
Interest Reserve	\$ 499,644
<u>Soft Costs - Engineering/Architecture/CDs/Financial</u>	\$ 7,300,600.58

Exterior	Total \$
Construction Logistics	\$ 1,500,000.00
Scaffolding	\$ 1,225,000.00
Demolition	\$ 1,331,544.00
Concrete	\$ 1,325,000.00
Masonry	\$ 4,195,895.00
Steel / Metals	\$ 3,113,790.00
Carpentry	\$ 754,500.00
Roof	\$ 2,796,994.00
Waterproofing / Caulking	\$ 1,106,465.00
Doors	\$ 13,500.00
Windows	\$ 504,000.00
Aluminum and Glass	\$ 141,120.00
Sub Total Exterior	\$ 18,007,808.00
General Conditions	\$ 2,300,553.88
Fee & Constructon Management Fee	\$ 2,162,874.00
Insurance	\$ 44,825.81
Total Exterior	\$ 22,516,061.69

Interior	Total \$
Demolition	\$ 1,380,640.00
Concrete	\$ 730,784.00
Masonry	\$ 200,000.00
Steel / Metals	\$ 2,162,500.00
Carpentry	\$ 1,274,870.00
Waterproofing / Caulking	\$ 375,039.00
Doors	\$ 255,000.00
Flooring	\$ 3,512,675.00
Painting	\$ 631,029.00
Toilet accessories	\$ 148,000.00
Miscellaneous	\$ 1,674,000.00
ADA Signage	\$ 150,000.00
Elevators	\$ 660,000.00
Fire Suppression	\$ 850,548.00
Plumbing	\$ 3,878,051.95
HVAC	\$ 8,479,472.00
Electric	\$ 5,032,292.00
Site Work	\$ 715,000.00
Sub Total Interior	\$ 32,109,900.95
General Conditions	\$ 3,598,302.22
GC & Construction Management Fee	\$ 3,605,223.00
Insurance	\$ 74,729.54
Total Interior	\$ 39,388,155.71

Total Soft Costs	\$ 7,420,155.93
Total Exterior	\$ 22,516,061.69
Total Interior	\$ 39,388,155.71
Total Project Estimated Costs	\$ 69,324,373.34

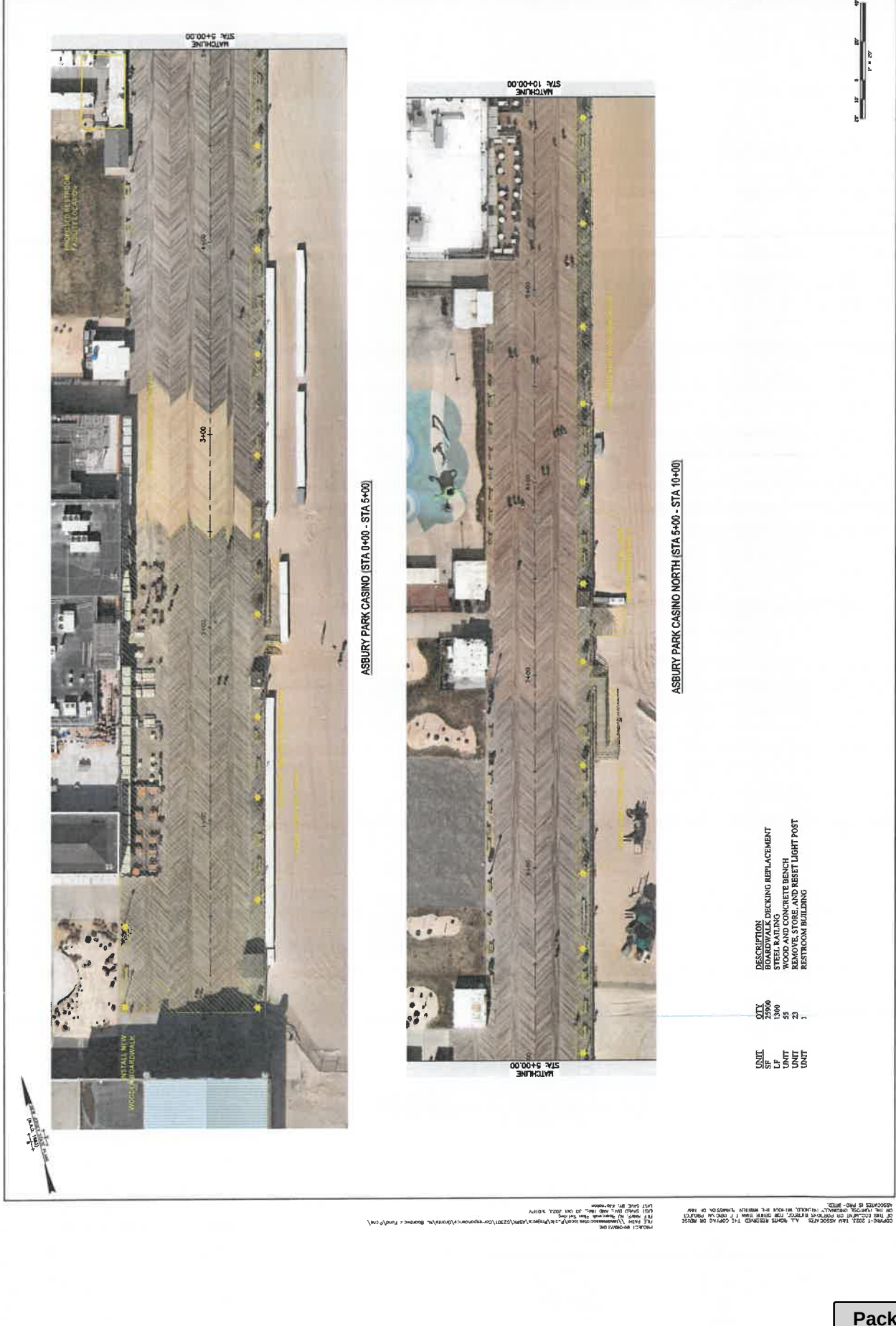
SUPPORTING DOCUMENTS

CITY OF ASBURY PARK		2023 ASBURY PARK BOARDWALK PRESERVATION		N.J.D.C.A. BOARDWALK PRESERVATION FUND CONCEPTUAL PLAN	
HONOLULU COUNTY, HI					
DATE		DATE		DATE	
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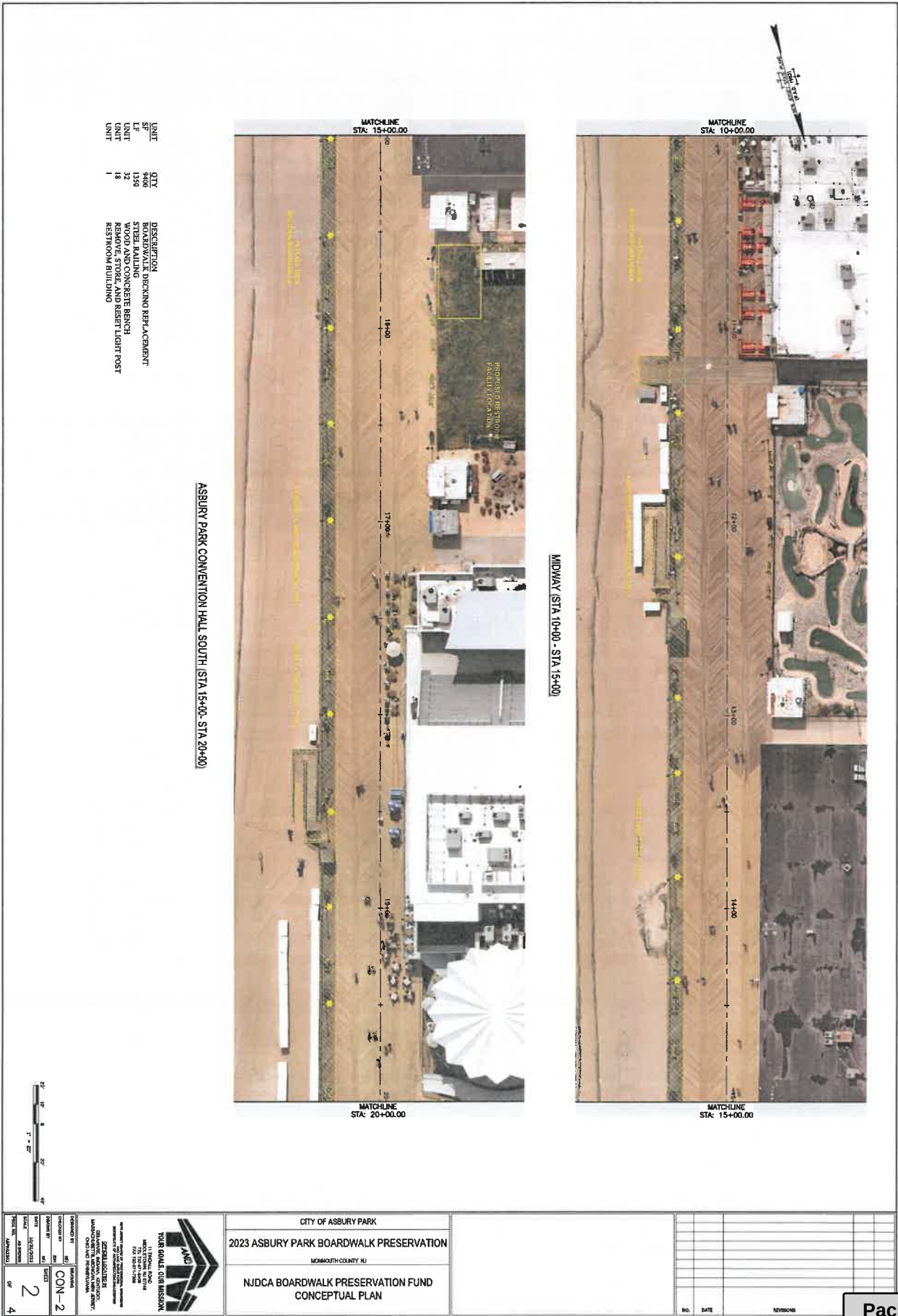
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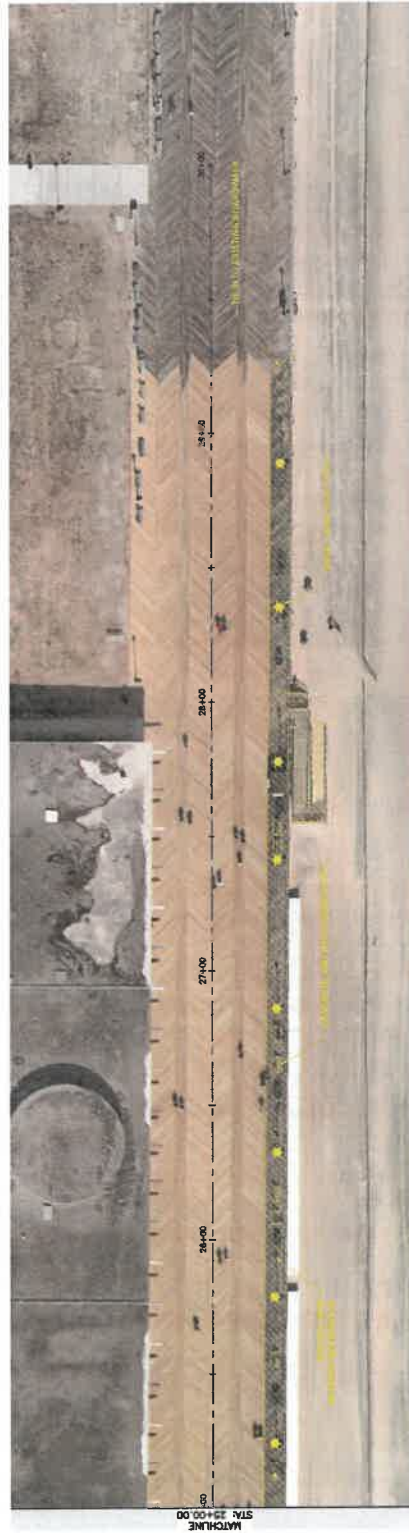
PROJECT: NJDCA BOARDWALK PRESERVATION
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FILE NAME: NJDCA Boardwalk Fund.dwg
LAST SAVE DATE AND TIME: 20 OCT 2023, 5:01PM
LAST SAVE BY: K. Korman



CITY OF ASBURY PARK		2023 ASBURY PARK BOARDWALK PRESERVATION		NJDCA BOARDWALK PRESERVATION FUND		CONCEPTUAL PLAN	
MUNICIPALITY OF ASBURY PARK, NJ		MUNICIPALITY OF ASBURY PARK, NJ		MUNICIPALITY OF ASBURY PARK, NJ		MUNICIPALITY OF ASBURY PARK, NJ	
PROJECT NO. 2023-001		PROJECT NO. 2023-001		PROJECT NO. 2023-001		PROJECT NO. 2023-001	
DATE: 08/15/2023		DATE: 08/15/2023		DATE: 08/15/2023		DATE: 08/15/2023	
DRAWN BY: J. B. BROWN		DRAWN BY: J. B. BROWN		DRAWN BY: J. B. BROWN		DRAWN BY: J. B. BROWN	
CHECKED BY: J. B. BROWN		CHECKED BY: J. B. BROWN		CHECKED BY: J. B. BROWN		CHECKED BY: J. B. BROWN	
APPROVED BY: J. B. BROWN		APPROVED BY: J. B. BROWN		APPROVED BY: J. B. BROWN		APPROVED BY: J. B. BROWN	
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ASBURY PARK CONVENTION HALL (STA 20+00 - STA 25+00)

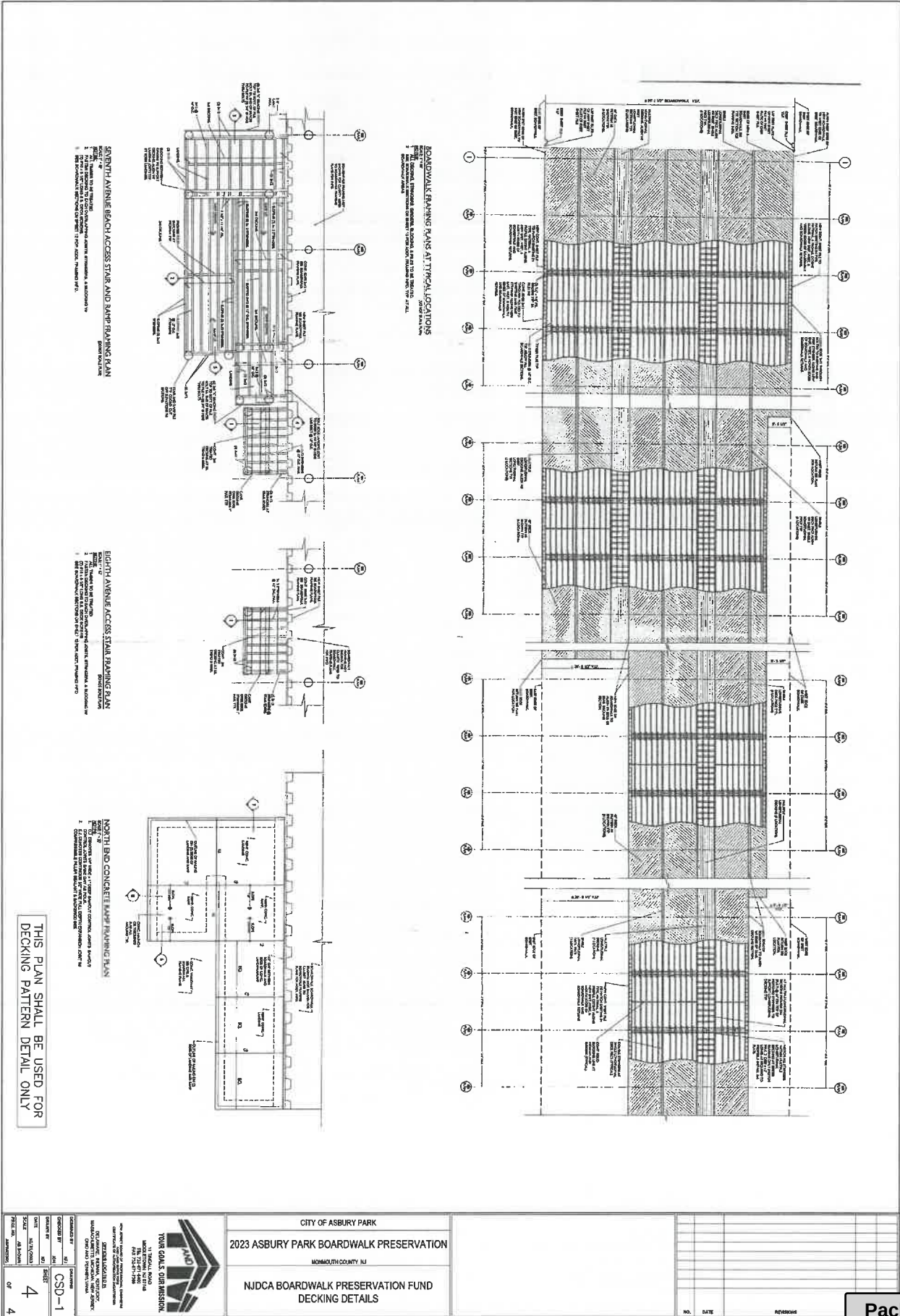


ASBURY PARK CONVENTION HALL NORTH (STA 25+00 - END)

UNIT	QTY	DESCRIPTION
SF	6000	BOARDWALK DECKING REPLACEMENT
LF	300	STEEL RAILING
UNIT	13	REMOVE STORE AND RESET LIGHT POST

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PROJECT INFORMATION:
FILE NO. 2023-001
FILE NAME: NJ Boardwalk Plan Set
LAST SAVE DATE AND TIME: 20 DEC 2023, 5:01 PM
LAST SAVE BY: K. M. M. M.



Selected Sections from Redacted Madison Marquette Historic Tax Credit Application

TABLE OF CONTENTS OF SELECTED APPLICATION SECTIONS

General Project Information	2-5
- High-level two-paragraph overview of the Project (pages 20-22 of complete application)	
Imminent Threat of Historic Resource	6-9
- High-level overview of components of the Project in need of repair (pages 26-28 of complete application)	
Positive Impact on Surrounding Neighborhood	10-12
- High-level overview of anticipated positive impacts of the project on Asbury Park (pages 37-38 of complete application)	
Permit and Approvals	13-15
- List of permits and approvals needed for the project and entities from which approval is required (pages 68-69 of complete application)	
Asbury Park Convention Hall Existing Building Contract Documents (Renovation Blueprints), Gantt Charts of Project Schedules, and Summaries of Rehabilitation of Project Components	16-95
- (pages 82-160 of the complete application)	
Economic Context and Benefit to State: Madison Asbury Convention Hall Tax Credit Allocation	96-98
- Explains the inability to complete the Project with private capital alone and summarizes additional restoration project which would be made possible after the successful restoration of Convention Hall, including Steam Plant, Casino Building Complex, Sunset Pavilion, and Second Avenue Pavilion (pages 193-194 of complete application)	
Asbury Park Convention Hall: Narrative re: Financing Structure	99-100
- Brief summary of financing structure (page 257 of complete application)	
Asbury Park Convention Hall Historic Fabric/Integrity	101-103
- Brief summary of historic style of the Project and impacts and modifications over time (pages 281-282 of the complete application)	
Detailed Description of Rehabilitation Work	104-116
- Brief descriptions of the existing condition of Project components to be restored (pages 306-317 of complete application)	
Asbury Park Convention Hall Approach	117-119
- Brief description of how MAR approached restoration and condition of the structures (pages 569-570)	
Asbury Park Conventional Hall Team Organizational Chart	120-121
- Organization chart of Project team (page 572 of complete application)	

General Project Information

Page 20-22 of Complete Application

High-level overview of the Project

General Project Information

Project Name:

Asbury Convention Hall Music & Performance Venues Restoration / Modernization

Historic Property Name:

Asbury Park Convention Hall

This name should match all historic designation documents.

Please provide a 1–2 paragraph description of the scale and scope of the proposed project.

The Asbury Convention Hall Music & Performance Venues Restoration/Modernization Project (the “Project”) is being developed within the footprint of one of the most important historic multi-purpose venues in New Jersey. The original Asbury Convention Hall, developed during the pre-Great Depression, opened in 1929. The building’s Paramount Theatre and Convention Hall have a long and storied history of hosting some of the globe’s most well know bands, acts, and events including the Rolling Stones, Doors, Janice Joplin among others. The building was listed on the National Register of Historic Places in 1978 as a result of its long history of attracting top music acts and as noted in the building’s national register listing “Architecturally, Asbury Park Convention Hall is an unusually fine example of 1920’s eclecticism employing Italian and French designs. Colorful and grandiose in concept, the complex has ornamental details that incorporate motifs within the context of the design sources. The complex exemplifies the conservative aspect of the 1920’s style with its reminiscences of popular Colonial Revival detailing and some lingering art nouveau motifs.”

The Convention Hall, given its unique location adjacent to the Atlantic Ocean and partially built on piles above the Asbury Park Beach, has fallen into structural disrepair and is no longer functionally positioned to host world class musical acts, theatre, and events as it did between the 1930’s through early 1970’s. The Convention Hall’s ownership and sponsorship for this Project is the same company which has invested in excess of \$70 million of their own capital in Asbury Park to transform the Boardwalk and spur the revitalization of the City’s commercial, entertainment, and visitor districts over the past 15 year. The Project consists of 3 phases: structural, historic elements restoration, and functional: furniture, fixtures and equipment. The functional improvements include acoustic, technological, sound, lighting, seating, and other systems required to transform the facilities into modern performance spaces that will stand the test of time for decades into the future. The State of New Jersey Historic Tax Credits, Federal Historic Credits combined with soon to be applied for Aspire Tax Credits and additional private equity and debt completes the capital stack for the entire project. The Project includes transforming the total rehabilitated 1,600 seat 67,300 square foot magnificent Paramount Theatre (upland of Boardwalk) and additional 153,300 square foot 3,500 capacity music/event venue in the historic Convention Hall space (oceanside of Boardwalk) into state-of-the-art theatre and music/event venues which will rival the best in class similarly sized music venues and theatres from Boston to Washington DC. The venues are connected by a 32,000 square foot arcade which span over the City’s Boardwalk and will include enhanced ancillary food and retail outlets to serve guests of the newly rehabilitated convention hall and theatre as well as the thousands of visitors to the Asbury Boardwalk that pass through the Arcade most days. The venues will become critical new anchors for the already vibrant music and event scene along and adjacent to the Asbury Boardwalk, the result of Madison Asbury Retail’s (the Project’s ownership) previous investment. Indeed, beyond the Convention Hall facility which is a wholly owned facility of Madison Asbury Retail through a single purpose entity, the company owns and operates the world famous Stone Pony, Wonder Bar, the Stone Pony Summer Stage amphitheater, and a range of other food and venues along the Boardwalk. Additionally, Madison Asbury Retail has been responsible for sponsoring and hosting some of the largest festivals and events on the eastern seaboard at the Boardwalk and beach for more than a decade. The two revitalized venues in the historic Convention Hall building, given their size and market positioning in relation to the existing venues, will be the capstone to fully transforming Asbury Park’s Boardwalk into the most robust concentrated modern music and event destination stretching from the Mid-Atlantic to New England. The Convention Hall transformation project is within 100 miles of tens of millions of residents including residents of all of New York City, the entire State of New Jersey, and Philadelphia.

Total development costs are estimated to be [REDACTED] (net of current appraised value of building and land) and the project will be completed within 2 years of the start of construction.

The projected number of Allocated Direct FTE is 41 which is allocated to the Convention Hall Project, an anchor of a much larger master planned Asbury Park Boardwalk Development Project with multiples of employment as further described in the Economic Section of the Application.

What is the projected number of permanent employees at the rehabilitation project at completion?

Direct FTE Jobs: 41

Project Address

Address Line1:
1300 Ocean Avenue

Address Line2:

City:
Asbury Park City

State:
NJ

Zip:
07712

Project Location

Block	Lot
2001	

Is this project located in any of the following areas?

Qualified Incentive Tract:

Yes

Government Restricted Municipality:

No

A City of the First Class:

No

Within a 1/2-mile radius of the center point of a NJDOT Transit Village:

No

Not Applicable:

No

Please upload a copy of NJEDA mapping tool report

The NJEDA has provided this [mapping tool](#) to assist potential applicants to determine if proposed projects may be eligible for certain aspects of the program. A project located within an eligible area is not guaranteed participation in the Program, special incentives, or rates. Please use the mapping tool to search for a location and then print the "Report" for that location and upload it here.

File upload with the prefix " Mapping Tool Report "

Please identify the selected Rehabilitation Period:

24 months(Single phased)

How many phases will be included in this project?

Transformative Projects

"Transformative project" means a specific construction project or improvement, or phase of a project or improvement undertaken by a business entity that includes the rehabilitation of a transformative property.

"Transformative property" means a property that is:

1. An income producing property, not including a residential property, whose rehabilitation the Authority determines will generate substantial increases in State revenues through the creation of increased business activity within the surrounding area ;
2. Individually listed on the New Jersey Register of Historic Places pursuant to P.L. 1970, c. 268 (N.J.S.A. 13:1B-15.128 et seq.) and which, before the enactment of P.L. 2020, c. 156 (N.J.S.A. 34:1B-269 et al.), received a determination of eligibility from the Keeper of the National Register of Historic Places in accordance with the provisions of Part 60 of Title 36 of the Code of Federal Regulations; and
3. Located within a one-half mile radius of the center point of a transit village, as designated by the New Jersey Department of Transportation, and located within a city of the first class, as classified under N.J.S.A. 40A:6-4, or located within a government-restricted municipality.

Business entities applying for tax credits under this program as a transformative project shall submit a one-time non-refundable application fee of \$18,000.

Do you want to apply as a Transformative Project?

No

Does the project meet the definition of Transformative Project?

One of the above requirements under the Historic Property Reinvestment program is that a transformative project must be located within one-half mile radius of the center point of a transit village, as designated by the NJDOT and within a city of the first class OR located within a government-restricted municipality. If you have any questions regarding this, please reach out to an Historic Property Reinvestment team member at HistoricTaxCredit@njeda.com

Will the project generate substantial increases in State revenues through increased business activity within the surrounding area?

Please upload a study or report that shows the project will generate substantial increases in State revenues through increased business activity within the surrounding area.

File upload with the prefix " **PleaseUploadAStudyOrReport**"

If you have any questions regarding this please reach out to a Historic Property Reinvestment team member at HistoricTaxCredit@njeda.com

Has the property been individually listed on the New Jersey Register of Historic Places?

If you have any questions regarding this please reach out to a Historic Property Reinvestment team member at HistoricTaxCredit@njeda.com

Has the property received a Determination of Eligibility from the Keeper of the National Register of Historic Places prior to January 7, 2021?

If you have any questions regarding this please reach out to a Historic Property Reinvestment team member at HistoricTaxCredit@njeda.com

Imminent Threat of Historic Resource

Page 26-28 of Complete Application

High-level overview of components of the Project in need of repair

Imminent Threat of Historic Resource

Applicant Organization Name:	Project Location:
MADISON ASBURY CONVENTION HALL, LLC	1300 Ocean Avenue, Asbury Park City, NJ, 07712
Project Name:	Historic Property Name:
Asbury Convention Hall Music & Performance Venues Restoration / Modernization	Asbury Park Convention Hall

Is the property in danger due to issues with the Building Envelope which are causing water infiltration (roof leaks, missing or leaking windows or doors)?

Yes

Please describe how the property is in danger due to issues with the Building Envelope which are causing water infiltration (roof leaks, missing or leaking windows or doors) :

Designed by Warren and Wetmore in 1926-28, this transitional steel and masonry building was constructed with the best materials science and structure available at the time. Unfortunately, the harsh exposure has long taken its toll and multiple repair campaigns have been required to maintain this complex. There are several areas of current concern regarding the building envelope including structural and water infiltration issues.

Severe spalling over large areas are present on the underside of the first-floor slab. Until the slab can be repaired, assembly loading over areas of spalling is to be restricted. The continued deterioration allows salt water spray to penetrate into the structural assembly from below. In addition, the high level of sand creates issues where salt water is held closer to the underside of the building envelope and against the basement/tunnel walls than originally intended.

The exterior wall at the East Promenade is structurally compromised and needs to be fully rebuilt. Currently it is temporarily shored and access to the space is blocked off. While the temporary bracing and roofing are preventing most of the water infiltration at the moment, it is not a long-term solution. The roof has been repaired and replaced multiple times due to the longevity of materials and damage from hurricane force winds. There are several sections which are not currently fully adhered. Also, the roof drains regularly leak as they are routed to the ground from the roof.

Grand Arcade: Deterioration in façade masonry elements were observed at both levels of the of the Grand Arcade. The façade deterioration consisted of masonry cracks, masonry section loss, and wall section bulging. Temporary netting has been placed to prevent the deteriorated masonry elements from falling and to create safety measures below. This deterioration continues to allow water infiltration into the building envelope.

Paramount Theater: On the interior of the theater, signs of water infiltration were observed at the ceiling above the main seating area of the theater directly below the flagpole tower. While structural deterioration of the roof framing and roof slab has not been observed, the water infiltration has caused the plaster ceiling to spall and fall. A temporary tarp is in placed to collect the water infiltration and falling plaster ceiling. The water infiltration around the flagpole tower needs to be addressed, after which the tarp may be removed, and the plaster repaired. Until this envelope issue is resolved the area below cannot be used for events due to the risk of additional plaster failure. Though restoration and rebuilding of the tower was completed a few years ago, remaining issues linger at the intersection of the tower and the lower roof structure.

Currently these areas of envelope deterioration are temporarily shored, braced, protected, or restricted to people and are not an eminent hazard to the public. However, based on the team's observations, these areas are structurally compromised, continue to allow water infiltration into the building envelope, and need to be addressed immediately.

This complex requires broad repairs to the building envelope. The team proposes extensive

removal of masonry, repair to the steel skeletal frame, and inserting contemporary materials where it will add to the water fastness of the structural envelope while not impacting the historic character in a negative manner. This will ensure that the complex remains safe for the foreseeable future and thus, safeguard the future of this Jersey Shore icon.

Attach photographs, as needed to show current condition.

Applicant must include a photo key map showing damage to all of the structural components identified detailing location and direction of all photographs included.

File upload with the prefix " **Photos of Current Building Envelope Condition**"

Is there significant damage to structural components such as foundation, roof rafters, load bearing walls, columns and/or beams?

Yes

Please describe the damage to structural components:

Convention Hall.

Three areas of structural deterioration were observed at the Convention Hall. These areas are as follows: excessive concrete spalling at the underside of the first floor slab, rusted steel and masonry cracks on all facades, and structural instability of the East Promenade's exterior wall and 2nd floor. At the underside of the first floor, severe spalling of the slab is over large areas of the floor. Until the slab can be repaired, assembly loading over areas of spalling is to be restricted. At areas where assembly loading cannot be restricted, temporary timber cribbing shoring has been put in place. Rusted steel beams and columns were observed within all exterior walls at each building level. Temporary shoring of the rusted framing, supplemental new framing, and restrictions of some areas have been provided until the rusted steel framing in the exterior walls can be repaired. Steel expansion due to the rust has caused cracks and deterioration in façade masonry. Temporary netting assemblies around the deteriorated masonry façade elements have been placed to prevent falling masonry and safety measures to below. The deteriorated masonry should be removed and replaced after the exterior wall framing is repaired. The exterior wall and the 2nd floor slab at the East Promenade are structurally compromised and need to be fully rebuilt. The exterior wall is leaning and the framing and slab at the 2nd floor is deteriorated. The wall is currently temporarily braced, and the 2nd floor is temporarily shored. Access in and around the East Promenade is currently restricted to the public and all building workers.

Grand Arcade

Deterioration in façade masonry elements were observed at both levels of the North side of the Grand Arcade. The façade deterioration consisted of masonry cracks, masonry section loss, and wall section bulging. Temporary netting assemblies around the deteriorated masonry façade elements have been placed to prevent falling and safety measures to below. Probing behind the deteriorated masonry exposed rusted steel framing within the exterior walls. The steel expansion due to the rust has caused the masonry to deteriorate. The rusted exterior wall framing is to be repaired and the masonry elements are to be removed and replaced.

Paramount Theater

Like Convention Hall, rusted steel beams and columns were observed within all exterior walls at each building level. Steel expansion due to the rust has caused cracks and deterioration in façade masonry. Temporary netting assemblies around the deteriorated masonry façade elements have been placed to prevent falling masonry and safety measures to below. The deteriorated masonry should be removed and replaced after the exterior wall framing is repaired. In addition, the slab and framing supporting the loading drive area on the North side of the Paramount Theater and the lower roof on the West end of the Paramount Theater are deteriorated and structurally compromised. Temporary shoring has been placed below both areas. The slab and framing supporting both areas will need to be supplemented with new permanent framing with new foundations to replace the temporary shoring. Finally, signs of water infiltration were observed at the ceiling above the main seating area of the theater directly below the flagpole tower. While structural deterioration of the roof framing and roof slab has not been observed, the water infiltration has caused the plaster ceiling to spall and fall. A temporary tarp is in place to collect the water infiltration and falling plaster ceiling. The water infiltration around the flagpole tower needs to be fixed. After the is fixed, the tarp may be removed, and the plaster can be repaired.

Due to the first-floor slab spalling, rust in the exterior wall framing, deterioration in façade masonry elements, and conditions at the East Promenade, the loading drive area, the lower roof at the West side, and the water infiltration at the flagpole, we recommend immediate repairs to these areas to insure building structural stability and safety to the public. Currently these areas are temporarily shored, braced, protected, or restricted to people and are not an eminent hazard to the public. However, these areas are structurally compromised and need to be addressed immediately.

Is the damage to such a degree that it is easily noticeable (such as in the case of partial collapse of a portion of the structure), or it already has been condemned or deemed unsafe by a building official with jurisdiction over the site or project?

Yes

Attach photographs of current structural condition.

Applicant must include a photo key map showing damage to all of the structural components identified detailing location and direction of all photographs included.

File upload with the prefix "**Photographs of Current Structural Condition**"

Has the building been fully vacant for at least 1 continuous year (without utilities)?

No long vacancy shown

Is there encroachment in the immediate vicinity that is believed to pose an immediate or near future threat to the historic resource?

No

Please provide brief narrative to convey nature of encroachment threat.

Please attach additional information (maps, photographs, press articles, etc.) as needed.

File upload with the prefix "**Additional Information Docs**"

Positive Impact on Surrounding Neighborhood

Page 37-38 of the Complete Application

High-level overview of anticipated positive impacts of the
project on Asbury Park

Positive Impact on Surrounding Neighborhood

Applicant Organization Name:	Project Location:
MADISON ASBURY CONVENTION HALL, LLC	1300 Ocean Avenue, Asbury Park City, NJ, 07712
Project Name:	Historic Property Name:
Asbury Convention Hall Music & Performance Venues Restoration / Modernization	Asbury Park Convention Hall

Please provide a narrative detailing how the project will fulfill an unmet neighborhood, municipal, and/or regional need.

It is hard to overstate the importance of the restoration and modernization of the Asbury Park Convention Hall to the future vitality of the Asbury Park waterfront, and by extension, much of the Jersey Shore.

The Convention Hall is not only adjacent to the Asbury Park Boardwalk but is a central component of one of the most storied boardwalks on the eastern seaboard given the building's Arcade bifurcates the northern and southern Boardwalk promenade. With the loss of Convention Hall and it's Arcade, Asbury Park's Boardwalk would mimic nearly any other seaside esplanade in the Northeast.

As important to maintaining the unique Arcade, the project's restoration and modernization of a 3,500 capacity music venue within the Convention Hall as well as 1,600 capacity fixed seat Paramount Theatre which is part of the Convention Hall Building will cement Asbury Park as one of the most important modern music destinations on the east coast of the United States by complementing the existing, but substantially smaller, Stone Pony and Wonder Bar to serve a wider range of concerts and events. While major cities up-and-down the eastern coast of the United States offer a wide range of performance and event venues, once the Convention Hall is rehabilitated, there will be no place along the eastern seaboard with a greater concentration of music activity in a single district. This will allow the waterfront district, Asbury Park, and Monmouth County to stand alone regionally as the Convention Hall adds optionality for music and events that complement the range of robust music, entertainment, and dining options which already exists in the City. The building historically hosted some of the most well-known artists of the 20th Century including the Rolling Stones, Janis Joplin, and the Doors. What is different today is the fact that the district surrounding the Convention Hall already serves as a significant node for music, new restaurants, bars, residential buildings and hotels. A restored Convention Hall and its venues fit right into a sweet spot as it relates to performance venues in the District. Importantly, from the perspective of the State, a rehabilitated and modernized Convention Hall fills a niche along the Jersey Shore and throughout the State allowing Asbury to draw visitation from well beyond the City and State's borders as the feasibility study included as part of this application makes clear.

Does the applicant have written letter(s) of support from a community group(s) from the neighborhood/area in which the property is located or the municipality for the rehabilitation of the qualified or transformative property, and for the applicant's project?

Yes

Please upload letter(s) of support
File upload with the prefix "**Written letter(s) of support**"

Please describe how the redevelopment of the project site will grow the number of small businesses or attract employers to the municipality/region?

The revitalization of Convention Hall is anticipated to have measurable impacts on a number of businesses within the surrounding area; and, particularly, among smaller retail, restaurant parking, and hotel/home-share businesses. The prospect of Convention Hall and Paramount Theatre hosting 110 shows and other vents with nearly 210,000 guests creates significant incremental expense within the local market area. In addition to ticket, food, beverage, parking and retail expense

sponsor's experience with their other operating venues in Asbury Park and a comparative analysis of other similar quality and sized venues across the United States, more than 30 percent of these visitors are likely to come from beyond a 50-mile radius and half of those from beyond 100-miles. This will generate significant demand for hotel and home-share in local accommodations. Importantly, the revitalized and modernized Convention Hall facilities and a newly vibrant district with a variety of sized venues oriented to music and performance is expected to attract a broader range of out-of-state visitors and help stem leakage of in-state expenditure to New York City and Philadelphia venues and surrounding businesses. This in turn provides substantial fiscal benefit to the State (both through new inflow and the stemming of current leakage) as a result of enhanced Sales Tax, Hotel taxes. Add to this the business-related activity and expenditure from the venue's direct employment, coupled with independent day-of-event employment (ie. concession services, security, production maintenance crew, etc.), it is quite clear that the impact from Convention Hall will measurably benefit a wide array of local businesses and the State of New Jersey overall.

While it is very challenging to quantify these impacts, there are number of key metrics and data sources that help to identify and generally define the impacts on local businesses, including:

Sales in Restaurants, Bars & Retail Establishments: Madison Marquette owns and manages a substantial amount of square feet of retail/restaurant space in Asbury Park including more than 25,000+ square feet of retail, food/beverage and/or amusement concessions within Convention Hall's Arcade. Many of these businesses benefited significantly from Convention Hall's operations prior to the ceasing of performances. Indeed, based upon a review of sales in 2019 among select restaurants, retail stores and/or concessions within a 2- to 3-block radius of Convention Hall, there is quantifiable evidence of an increase in sales ranging from 20 to 160 percent during weeks where Convention Hall events were held compared weeks where no event was held in the week before and week after these events. In light of this, the benefits to surrounding businesses can be exponential based upon an average of more than 2 events occurring weekly at Convention Hall or the Paramount Theatre.

Permit and Approvals

Page 68-69 of Complete Application

List of permits and approvals needed for the project and entities
from which approval is required

Applicant Organization Name:

MADISON ASBURY CONVENTION HALL, LLC

Project Location:1300 Ocean Avenue, Asbury Park City, NJ,
07712**Project Name:**Asbury Convention Hall Music &
Performance Venues Restoration /
Modernization**Historic Property Name:**

Asbury Park Convention Hall

Do you have a full set of construction documents (drawings and specifications) prepared in consultation with a professional meeting the professional qualifications for an architectural historian or historic architect?

Yes

 A requirement under the Historic Property Reinvestment program is that for all projects must submit a full set of construction documents that have been prepared by a professional meeting the professional qualifications for an architectural historian or historic architect in the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation.

If you have any questions regarding this, please reach out to a Historic Property Reinvestment team member at HistoricTaxCredit@njeda.com

Please upload Construction Drawings.

Construction documents must be prepared in consultation with a professional meeting the professional qualifications for architectural history or historic architecture in the Archeology and Historic Preservation Standards.

Construction drawings must be submitted in PDF Format and must be to scale.

Please upload Construction Specifications.

Construction documents must be prepared in consultation with a professional meeting the professional qualifications for architectural history or historic architecture in the Archeology and Historic Preservation Standards.

Construction specifications must be submitted in PDF Format.

Permit and Approvals

Please provide a list and status of all required local, State, and Federal government permits and local planning and zoning board approvals that have been issued for the redevelopment project or will be required to be issued pending resolution of financing.

Name of Permit	Department Issuing the Permit	Type of Permit	Status
Technical Review Committee (TRC) Approval	City of Asbury Park Planning & Redevelopment & Zoning - Technical Review Committee	Municipal	Anticipated
Planning Board Site Plan Application	City of Asbury Park Planning & Redevelopment & Zoning	Municipal	Anticipated
Redevelopment Agency Approval	City of Asbury Park Planning & Redevelopment & Zoning	Municipal	Anticipated
Building Permit	City of Asbury Park Building Department	Municipal	Anticipated
Various Approvals	Monmouth County	County	Anticipated
Soil Erosion	Monmouth County	County	Anticipated
CAFRA Compliance	New Jersey Department of Environmental Protection	State	Anticipated
Historic Preservation Tax Credit	New Jersey Economic Development Authority (NJEDA)	State	Anticipated
Historic Easement	New Jersey Historic Preservation Office	State	Anticipated
Historic Preservation Tax Credit	National Park Service (NPS)	Federal	Anticipated

Upload Anticipated Construction Schedule

Construction schedule shall show all project phases, if applicable, in accordance with the selected rehabilitation period.

Upload Form HP-SC3-2 Approach to Schedule.

[Click here](#) to download Form HP-SC3-2 Approach to Schedule.

Construction Cost Estimate:



Please upload a copy of the Construction Cost Estimate.

The construction cost estimate must be prepared by a qualified professional with experience preparing CCEs for projects addressing historic structures. The construction cost estimate for the rehabilitation project shall include, but is not limited to, all construction costs associated with the rehabilitation project, including but not limited to all phases of the selected rehabilitation period, cost breakdown by Construction Specification Institute Master Format Specification Standards

**Asbury Park Convention Hall Existing
Building Contract Documents (Renovation
Blueprints), Gantt Charts of Project
Schedules, and Summaries of Rehabilitation
of Project Components**

Pages 82-160 of the Complete Application

ASBURY PARK CONVENTION HALL
1300 OCEAN AVENUE, ASBURY PARK, NJ 07712

EXISTING BUILDING RENOVATIONS

CONTRACT DOCUMENTS



300 Cookman Avenue, Suite 1 Asbury Park, NJ 07712

MadisonMarquette
300 Cookman Avenue, Suite 1
Asbury Park, NJ 07712
732.742.2020
COLLEEN BRIDGES, AIA
607 New Hope Road, Suite 100
10000
10000

PRELIMINARY
NOT FOR CONSTRUCTION

THIS IS A PRELIMINARY DRAWING AND IS NOT TO BE USED FOR CONSTRUCTION. IT IS THE PROPERTY OF THE ARCHITECT AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT.

NO.	DATE	DESCRIPTION
1	10/1/2023	1000 Ocean Ave N, Unit 404 Asbury Park, NJ 07712



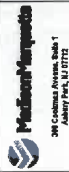
NO.	DATE	DESCRIPTION
1	10/1/2023	1000 Ocean Ave N, Unit 404 Asbury Park, NJ 07712

NO.	DATE	DESCRIPTION
1	10/1/2023	1000 Ocean Ave N, Unit 404 Asbury Park, NJ 07712

COVER SHEET

T001

NO.	DATE	DESCRIPTION
1	10/1/2023	1000 Ocean Ave N, Unit 404 Asbury Park, NJ 07712



300 Cambridge Avenue, Suite 1
Asbury Park, NJ 07712

GRANDEMA, JY ARCHITECT, P.A.C.
300 Cambridge Avenue, Suite 1
Asbury Park, NJ 07712
COLLINS ENGINEERING & DESIGN
641 New Haven Avenue, Suite 301, Newark, NJ 07102
1-732-227-7800

**PRELIMINARY
NOT FOR CONSTRUCTION**

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DATE: 05/10/2024
BY: JY ARCHITECT, P.A.C.
PROJECT: ASBURY PARK CONVENTION HALL - RENOVATIONS
SHEET: 01 OF 01

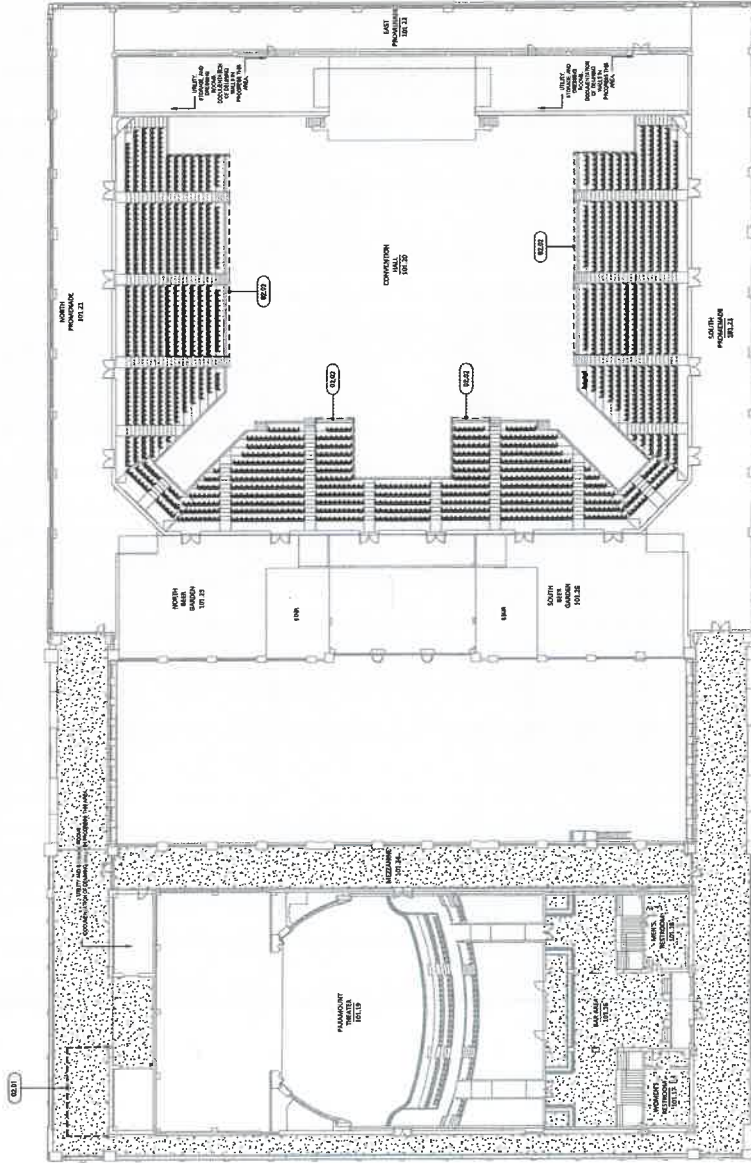
SCALE: 1/8" = 1'-0"

PROJECT: ASBURY PARK CONVENTION HALL - RENOVATIONS
ARCHITECT: GRANDEMA, JY ARCHITECT, P.A.C.
DATE: 05/10/2024

ASBURY PARK CONVENTION HALL - RENOVATIONS
LEVEL 2 DEMOLITION PLAN

DA102

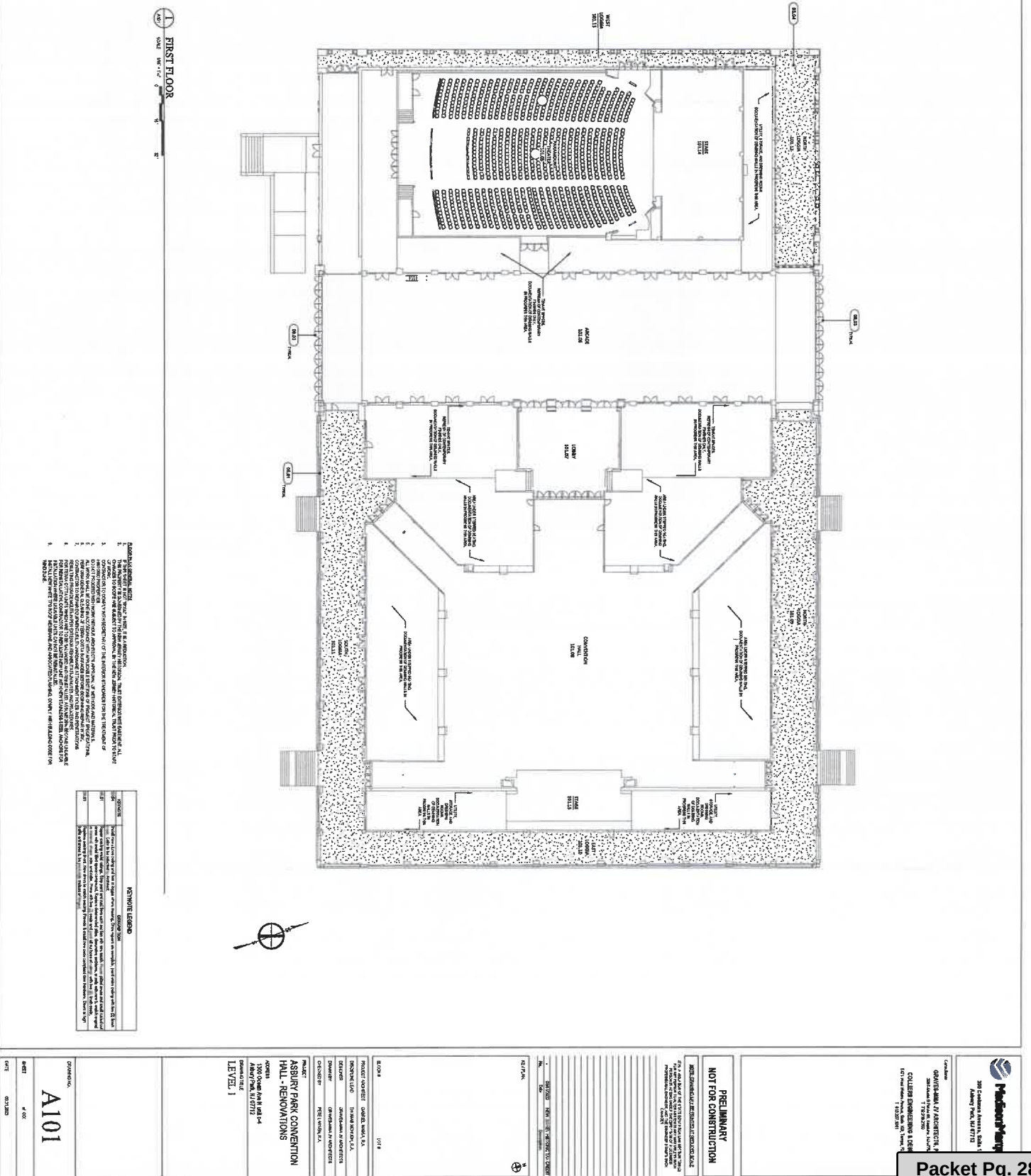
3.C.9.a
DATE: 05/10/2024
BY: JY ARCHITECT, P.A.C.

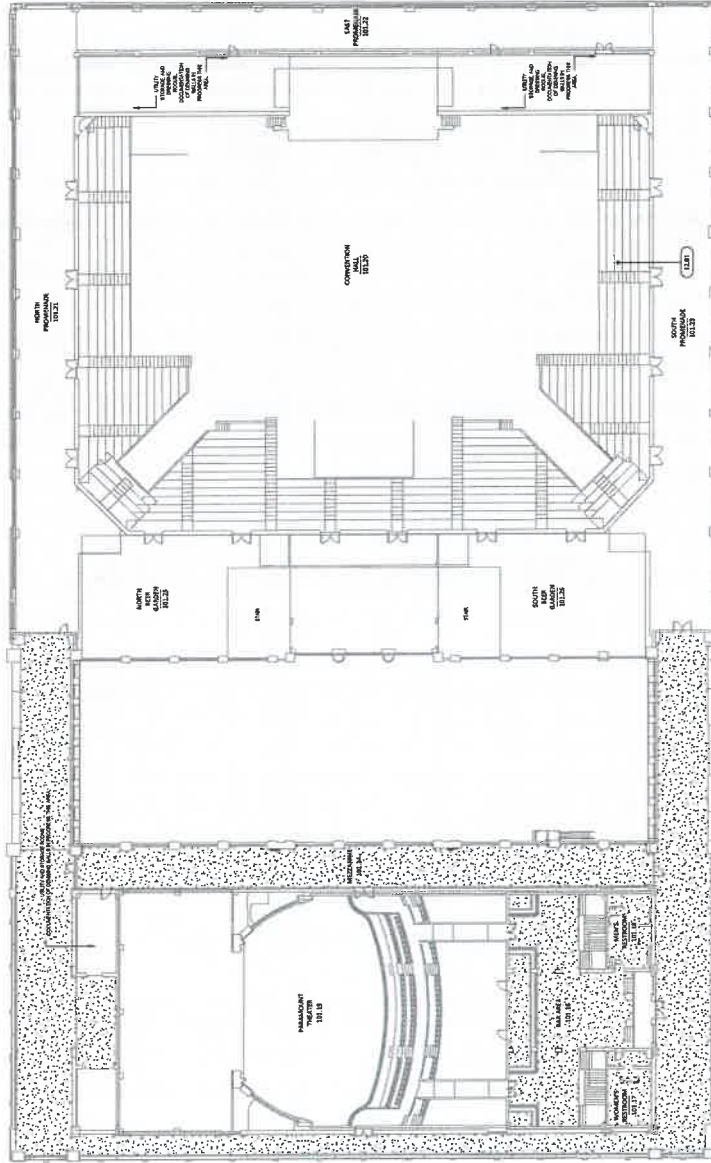


DEMOLITION PLAN - SECOND FLOOR

- CONSTRUCTION NOTES:**
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KEYNOTE LEGEND	
1	DEMOLITION
2	RENOVATION





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

- REVISIONS:**
1. REVISION: 01 - 08/13/2024 - J. GRAVERMAN
 2. REVISION: 02 - 08/13/2024 - J. GRAVERMAN
 3. REVISION: 03 - 08/13/2024 - J. GRAVERMAN
 4. REVISION: 04 - 08/13/2024 - J. GRAVERMAN
 5. REVISION: 05 - 08/13/2024 - J. GRAVERMAN
 6. REVISION: 06 - 08/13/2024 - J. GRAVERMAN
 7. REVISION: 07 - 08/13/2024 - J. GRAVERMAN
 8. REVISION: 08 - 08/13/2024 - J. GRAVERMAN
 9. REVISION: 09 - 08/13/2024 - J. GRAVERMAN
 10. REVISION: 10 - 08/13/2024 - J. GRAVERMAN

REVISION	DATE	BY	DESCRIPTION
1	08/13/2024	J. GRAVERMAN	01 - 08/13/2024 - J. GRAVERMAN

IF IN A HURRY OF THE STATE BUY A BOWLING MACHINE "ON PA
NOLAN PAPER" TO A 75% DISCOUNT IN THE NEW AND USED
REPAIRS AND THE WAREHOUSE THE STATE OF NEW YORK
PROFESSIONAL, KNOWN, AND THE BOWLING CLUBS IN
COUNTRY

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File	Path	Source	Path

NO. 100

1000 1000

DISPATCHED TO	THEYARD WORKING P.A.
DESIGNER	ORANGE JAR IN MOORE'S
DOWNHILL	ORANGE JAR IN MOORE'S
CONTROLLED BY	WETLANDS P.A.

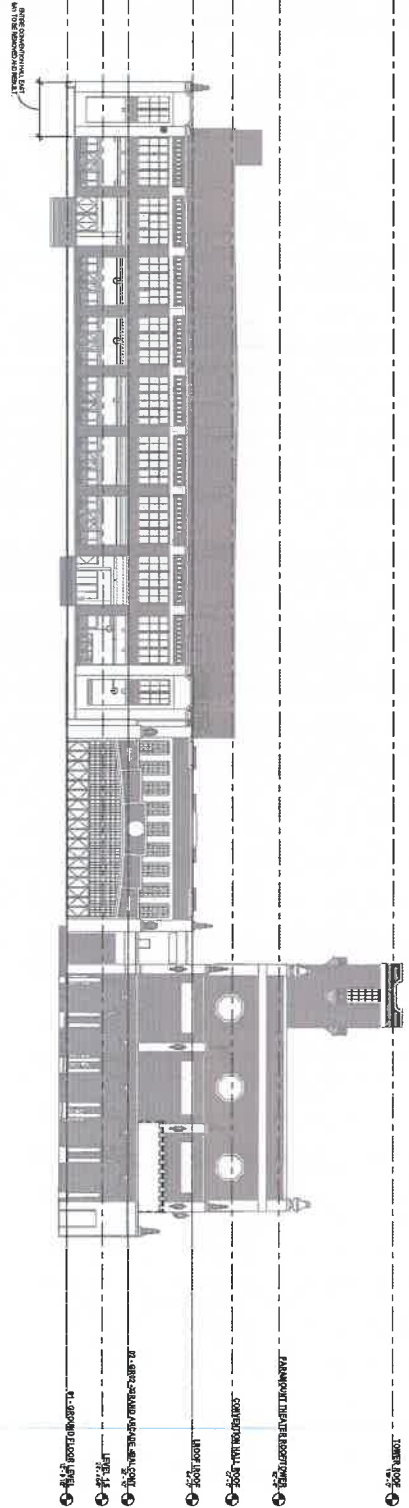
**ASBURY PARK CONVENTION
HALL - RENOVATIONS**

ADDRESS
1300 Ocean Ave N unit 64
Asbury Park, NJ 07712

EXPOSED TITLE
**GRAND ARCADE ROOF
LEVEL**

DATE: 05/31/2023

[illegible]



Packet Pg. 286

If you're a member of the **AAEP** (American Association of Equine Practitioners), you can receive 10% off all AAEP products and services. To receive this discount, simply call 1-800-451-7331 and mention the code **AAEP10** at the time of purchase. This offer is valid through 12/31/2014. Some restrictions may apply. See www.aaep.org for details.

No.	Date	Description
	06/07/2020	to 18/07/2020

**ASBURY PARK CONVENTION
HALL - RENOVATIONS**

ACCOUNTS
1300 Ocean Ave. Unit C-4
Asbury Park, NJ 07712

OWNER'S TITLE
NORTH BUILDING
ELEVATION & SCHEDULES

A201



300 California Avenue, Suite 400
Asbury Park, NJ 07718

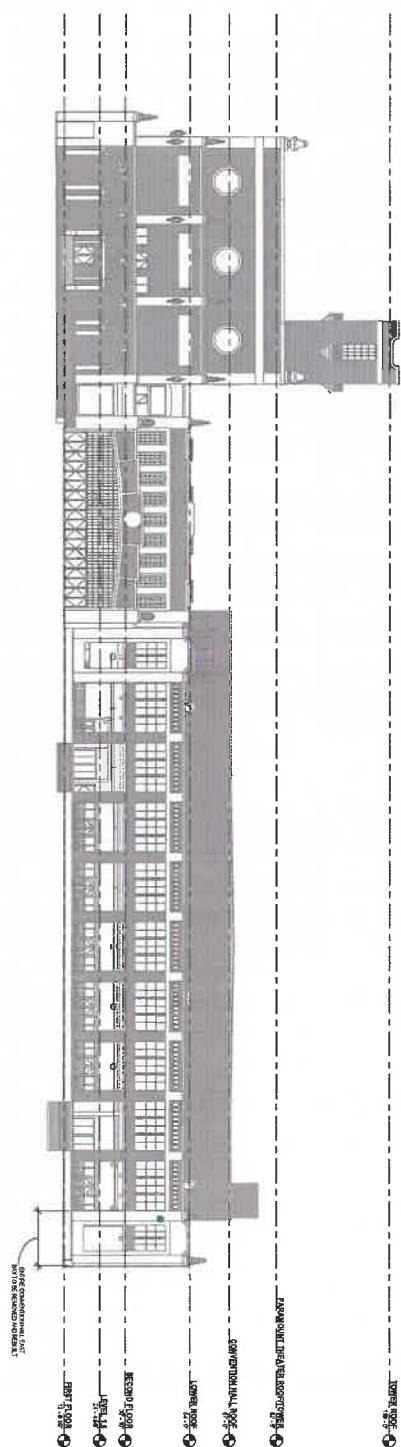
Customer:
Office of the Mayor of Asbury Park
300 California Avenue, Suite 400
Asbury Park, NJ 07718
1-732-942-2000
COLLEEN ENGINEERING & DESIGN
1001 Highway 100, Suite 100
Asbury Park, NJ 07718

Packet Pg. 288

**PRELIMINARY
NOT FOR CONSTRUCTION**

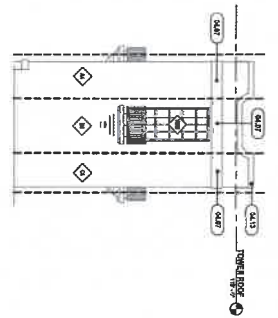
THIS DRAWING IS THE PROPERTY OF COLLEEN ENGINEERING & DESIGN. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF COLLEEN ENGINEERING & DESIGN.

DATE: 08/12/2024	BY: J. J. JONES	REVISION: 01
NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITTING	08/12/2024

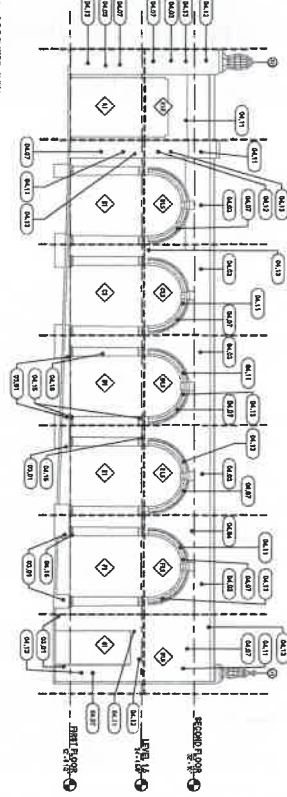


1 SOUTH BUILDING ELEVATION
Scale: 1/8" = 1'-0"

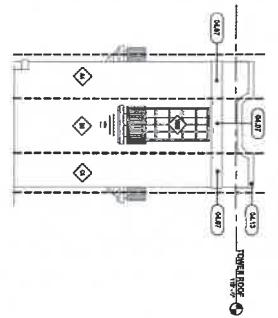
Drawn by: A203
Sheet: 47/50
Date: 08/12/2024



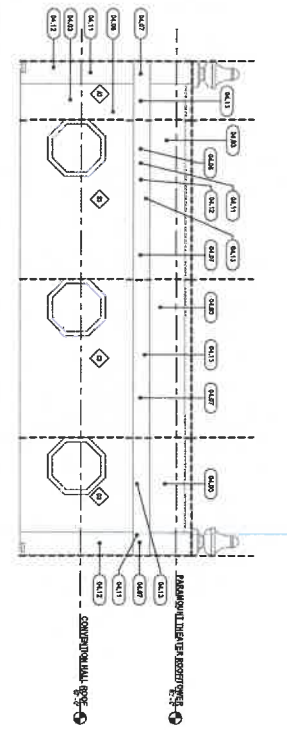
2 NORTH PT1 - LOGGIA



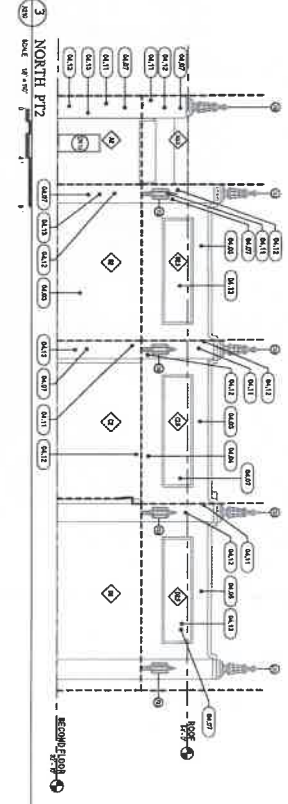
1 NORTH PT1



3 NORTH PT2



4 NORTH PT3



5 NORTH PT4

TABLE 1: LEGEND

SYMBOL	DESCRIPTION
[Symbol]	Asbury Park Convention Hall - Renovation
[Symbol]	Asbury Park Convention Hall - Expansion
[Symbol]	Asbury Park Convention Hall - Addition
[Symbol]	Asbury Park Convention Hall - Alteration
[Symbol]	Asbury Park Convention Hall - Demolition
[Symbol]	Asbury Park Convention Hall - Foundation
[Symbol]	Asbury Park Convention Hall - Structural
[Symbol]	Asbury Park Convention Hall - Mechanical
[Symbol]	Asbury Park Convention Hall - Electrical
[Symbol]	Asbury Park Convention Hall - Plumbing
[Symbol]	Asbury Park Convention Hall - Fire Protection
[Symbol]	Asbury Park Convention Hall - Security
[Symbol]	Asbury Park Convention Hall - Accessibility
[Symbol]	Asbury Park Convention Hall - Sustainability
[Symbol]	Asbury Park Convention Hall - Energy
[Symbol]	Asbury Park Convention Hall - Water
[Symbol]	Asbury Park Convention Hall - Air
[Symbol]	Asbury Park Convention Hall - Land
[Symbol]	Asbury Park Convention Hall - Sky
[Symbol]	Asbury Park Convention Hall - Sea
[Symbol]	Asbury Park Convention Hall - Earth
[Symbol]	Asbury Park Convention Hall - Fire
[Symbol]	Asbury Park Convention Hall - Ice
[Symbol]	Asbury Park Convention Hall - Wind
[Symbol]	Asbury Park Convention Hall - Sun
[Symbol]	Asbury Park Convention Hall - Moon
[Symbol]	Asbury Park Convention Hall - Stars
[Symbol]	Asbury Park Convention Hall - Planets
[Symbol]	Asbury Park Convention Hall - Galaxies
[Symbol]	Asbury Park Convention Hall - Universe

TABLE 2: SUMMARY OF WORK

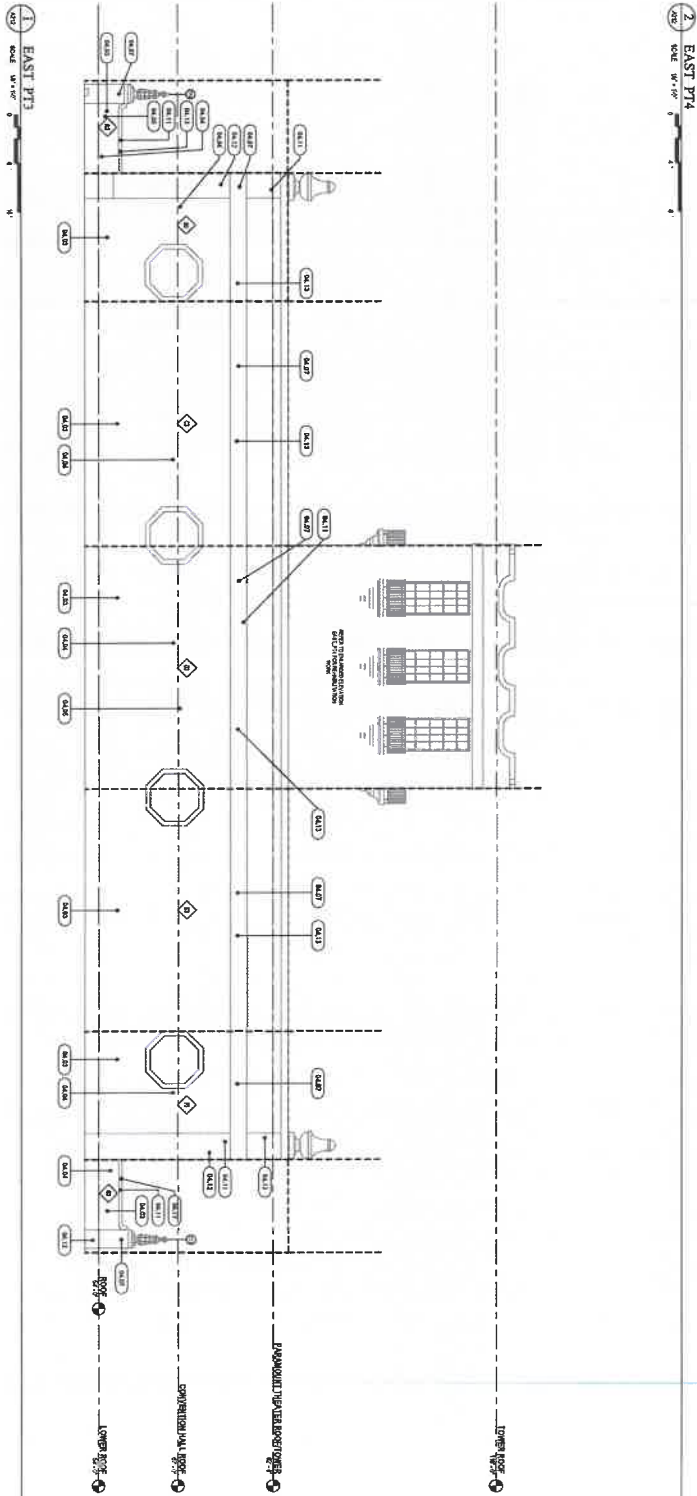
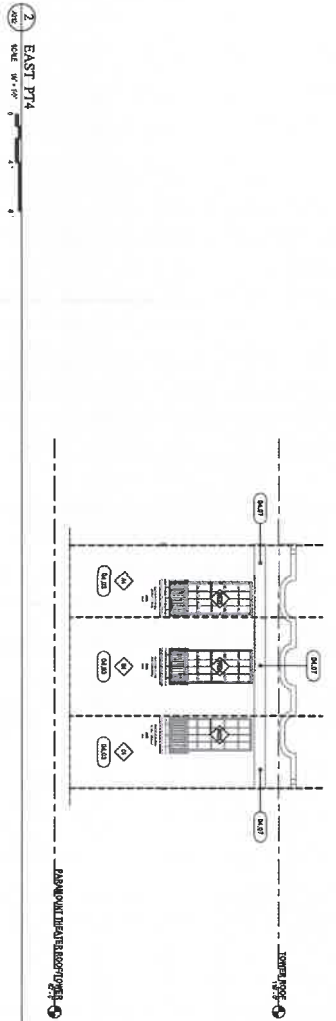
NO.	DESCRIPTION	DATE	STATUS
1	Asbury Park Convention Hall - Renovation	2024-2025	In Progress
2	Asbury Park Convention Hall - Expansion	2025-2026	Planned
3	Asbury Park Convention Hall - Addition	2026-2027	Planned
4	Asbury Park Convention Hall - Alteration	2027-2028	Planned
5	Asbury Park Convention Hall - Demolition	2028-2029	Planned
6	Asbury Park Convention Hall - Foundation	2029-2030	Planned
7	Asbury Park Convention Hall - Structural	2030-2031	Planned
8	Asbury Park Convention Hall - Mechanical	2031-2032	Planned
9	Asbury Park Convention Hall - Electrical	2032-2033	Planned
10	Asbury Park Convention Hall - Plumbing	2033-2034	Planned
11	Asbury Park Convention Hall - Fire Protection	2034-2035	Planned
12	Asbury Park Convention Hall - Security	2035-2036	Planned
13	Asbury Park Convention Hall - Accessibility	2036-2037	Planned
14	Asbury Park Convention Hall - Sustainability	2037-2038	Planned
15	Asbury Park Convention Hall - Energy	2038-2039	Planned
16	Asbury Park Convention Hall - Water	2039-2040	Planned
17	Asbury Park Convention Hall - Air	2040-2041	Planned
18	Asbury Park Convention Hall - Land	2041-2042	Planned
19	Asbury Park Convention Hall - Sky	2042-2043	Planned
20	Asbury Park Convention Hall - Sea	2043-2044	Planned
21	Asbury Park Convention Hall - Earth	2044-2045	Planned
22	Asbury Park Convention Hall - Fire	2045-2046	Planned
23	Asbury Park Convention Hall - Ice	2046-2047	Planned
24	Asbury Park Convention Hall - Wind	2047-2048	Planned
25	Asbury Park Convention Hall - Sun	2048-2049	Planned
26	Asbury Park Convention Hall - Moon	2049-2050	Planned
27	Asbury Park Convention Hall - Stars	2050-2051	Planned
28	Asbury Park Convention Hall - Planets	2051-2052	Planned
29	Asbury Park Convention Hall - Galaxies	2052-2053	Planned
30	Asbury Park Convention Hall - Universe	2053-2054	Planned

ASBURY PARK CONVENTION HALL - RENOVATIONS & EXPANSIONS

PROJECT NO. A210

DATE: 01/15/2024

BY: [Signature]



ASBURY PARK CONVENTION HALL - RENOVATIONS											
GENERAL INFORMATION				SCHEDULE				BUDGET			
PROJECT NAME	ASBURY PARK CONVENTION HALL - RENOVATIONS	PROJECT NUMBER	10000000000000000000	START DATE	01/01/2024	END DATE	12/31/2024	BUDGET	10000000000000000000	CURRENT BUDGET	10000000000000000000
OWNER	CITY OF ASBURY PARK	DESIGNER	THE BROWN GROUP, LLC	PERMIT DATE	01/01/2024	PERMIT EXPIRATION	12/31/2024	ESTIMATED COST	10000000000000000000	ACTUAL COST	10000000000000000000
PROJECT LOCATION	1000 Ocean Ave N, Asbury Park, NJ 07922	PROJECT TYPE	RENOVATION	PERMIT STATUS	APPROVED	PERMIT COMMENTS		PERCENT COMPLETE	0%	PERCENT BUDGET USED	0%
PROJECT DESCRIPTION	The project consists of the renovation of the Asbury Park Convention Hall, which will include the addition of a new entrance, the renovation of the interior spaces, and the installation of new lighting and HVAC systems. The project is expected to be completed by the end of 2024.										

1. The project consists of the renovation of the Asbury Park Convention Hall, which will include the addition of a new entrance, the renovation of the interior spaces, and the installation of new lighting and HVAC systems. The project is expected to be completed by the end of 2024.
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18. The project is expected to be completed by the end of 2024.
19. The project is expected to be completed by the end of 2024.
20. The project is expected to be completed by the end of 2024.

REVISIONS

NO.	DESCRIPTION	DATE
1	Initial Design	01/01/2024
2	Revised Design	02/01/2024
3	Final Design	03/01/2024

McDonough + Brown
100 Asbury Park, NJ 07922
Tel: 732.321.1111
Fax: 732.321.1112
www.mcdonoughbrown.com

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IF A CHANGE IN THE DESIGN OR SCOPE OF THE PROJECT IS REQUIRED, THE CLIENT MUST OBTAIN THE WRITTEN APPROVAL OF THE ARCHITECT BEFORE PROCEEDING WITH ANY CHANGES.

NO.	DESCRIPTION	DATE
1	Initial Design	01/01/2024
2	Revised Design	02/01/2024
3	Final Design	03/01/2024

PROJECT NAME	ASBURY PARK CONVENTION HALL - RENOVATIONS
PROJECT NUMBER	10000000000000000000
OWNER	CITY OF ASBURY PARK
DESIGNER	THE BROWN GROUP, LLC
PROJECT LOCATION	1000 Ocean Ave N, Asbury Park, NJ 07922

PROJECT NAME	ASBURY PARK CONVENTION HALL - RENOVATIONS
PROJECT NUMBER	10000000000000000000
OWNER	CITY OF ASBURY PARK
DESIGNER	THE BROWN GROUP, LLC
PROJECT LOCATION	1000 Ocean Ave N, Asbury Park, NJ 07922

PROJECT NAME	ASBURY PARK CONVENTION HALL - RENOVATIONS
PROJECT NUMBER	10000000000000000000
OWNER	CITY OF ASBURY PARK
DESIGNER	THE BROWN GROUP, LLC
PROJECT LOCATION	1000 Ocean Ave N, Asbury Park, NJ 07922

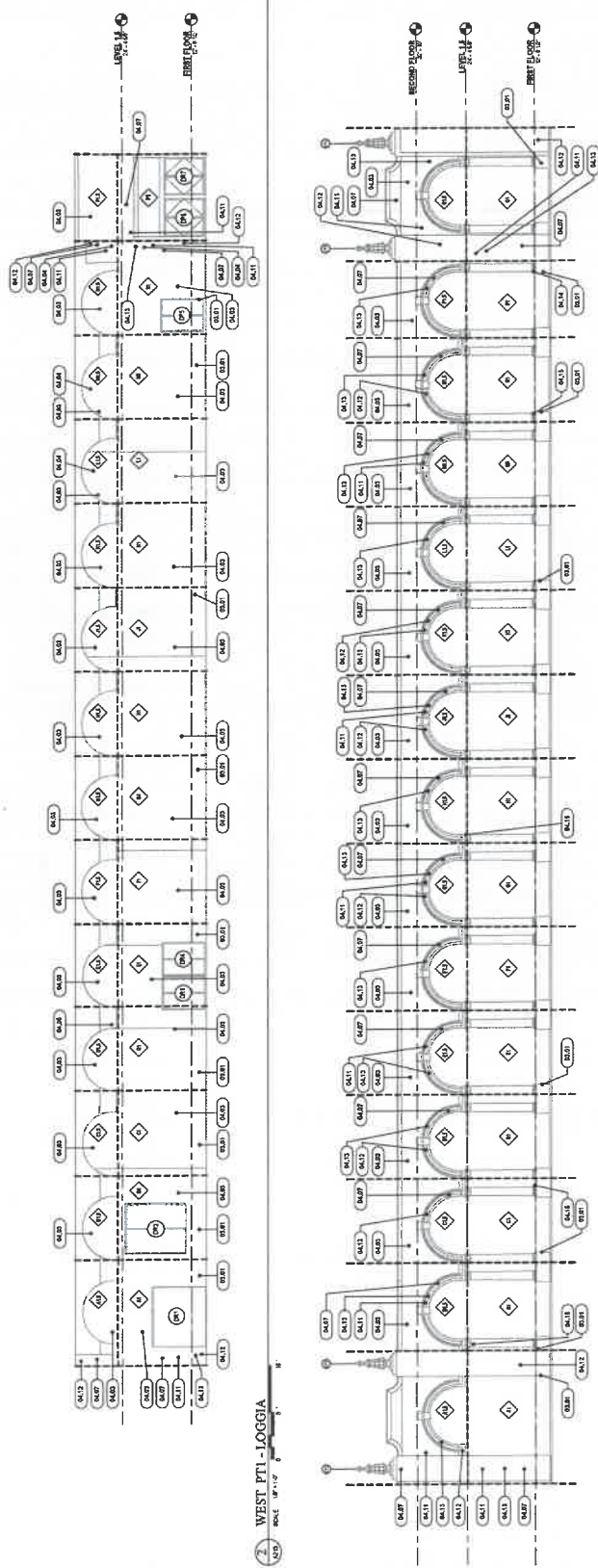


GRANTER-MILLAR ARCHITECTS, PLLC
309 E. Main St., Suite 100
Tampa, FL 33602
Tel: 813.251.7700

COLLEEN ENGINEERING & DESIGN
5071 West Hickory Avenue, Suite 100
Tampa, FL 33634
Tel: 813.207.1861

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OR CONSTRUCTION

NOTE: ORANGE MAY BE PRINTED AT REQUESTOR'S RISK

[illegible]

THE NEW YORK CITY DEPARTMENT OF SOCIAL SERVICES

The Department of Social Services is seeking a highly motivated and experienced individual to fill the position of **Director of the Office of the Inspector General**. The position is responsible for the overall management and supervision of the Office of the Inspector General, which is responsible for the internal control and audit of the Department's operations. The successful candidate will be responsible for the development and implementation of the Office's policies and procedures, and for the supervision of the Office's staff. The position is a senior level position and requires a minimum of 10 years of experience in a similar position. The position is a full-time position and requires a minimum of 40 hours per week. The position is a permanent position and requires a minimum of 1 year of experience in a similar position. The position is a senior level position and requires a minimum of 10 years of experience in a similar position. The position is a full-time position and requires a minimum of 40 hours per week. The position is a permanent position and requires a minimum of 1 year of experience in a similar position.

KEYNOTE LEGEND

**PRELIMINARY
FOR CONSTRUCTION**

105

DESIGNED BY METE L. AYRIBABA

HALL - RENOVATIONS

ENLARGED WEST
ELEVATIONS &
SCHEDULES - PARAMOUNT
THEATER

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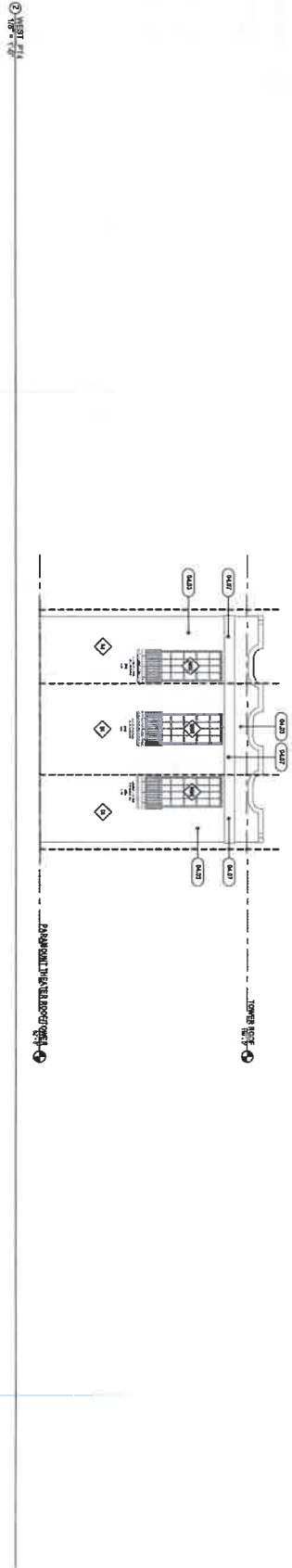
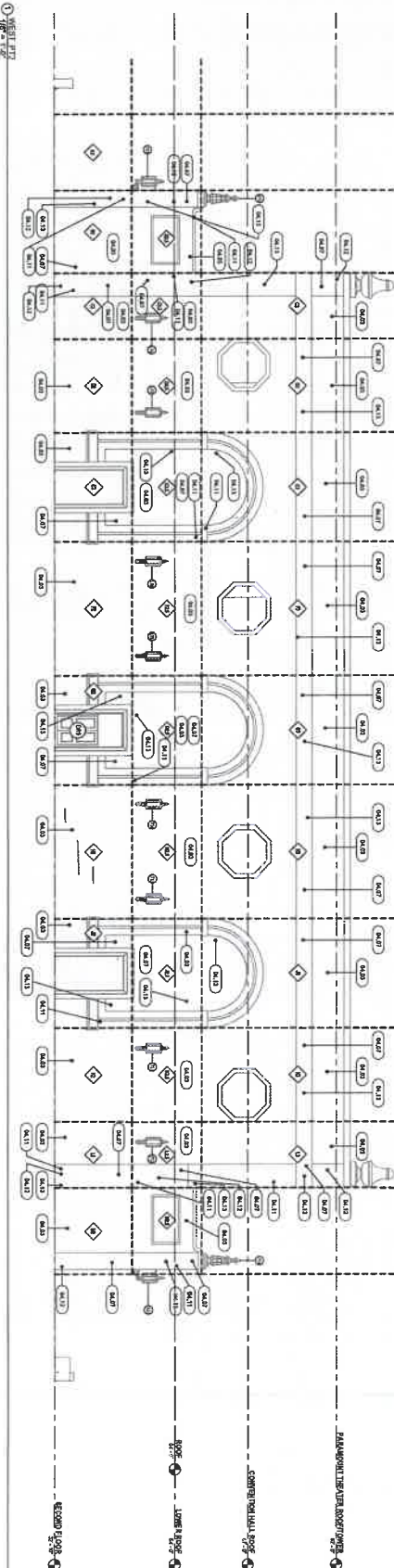
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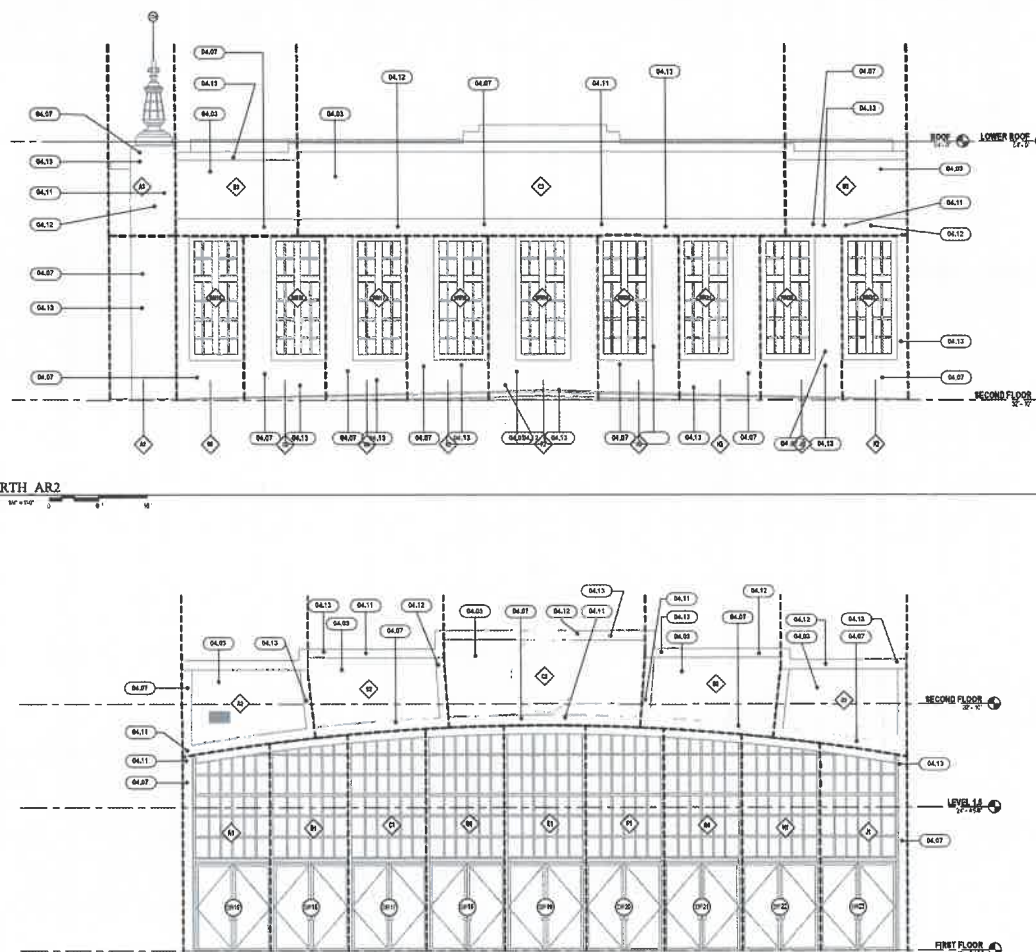
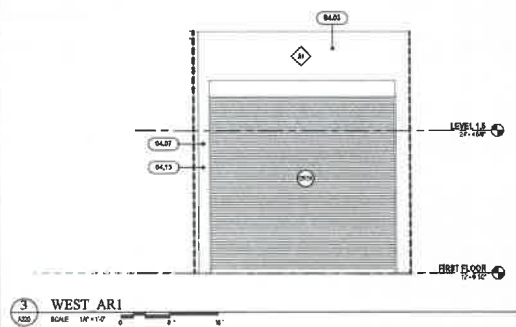
A214

per 1/200

[illegible]

1.	What is the purpose of the study?	1. To determine the effect of a new drug on blood pressure.
2.	What is the research question?	2. Does the new drug reduce blood pressure more effectively than the placebo?
3.	What is the study design?	3. Randomized controlled trial.
4.	What is the population?	4. Adults with hypertension.
5.	What is the intervention?	5. New drug.
6.	What is the control?	6. Placebo.
7.	What is the outcome?	7. Blood pressure reduction.
8.	What is the significance?	8. The new drug shows a statistically significant reduction in blood pressure compared to the placebo.
9.	What is the conclusion?	9. The new drug is effective in reducing blood pressure.
10.	What is the recommendation?	10. The new drug should be considered for clinical use.



[illegible][illegible]

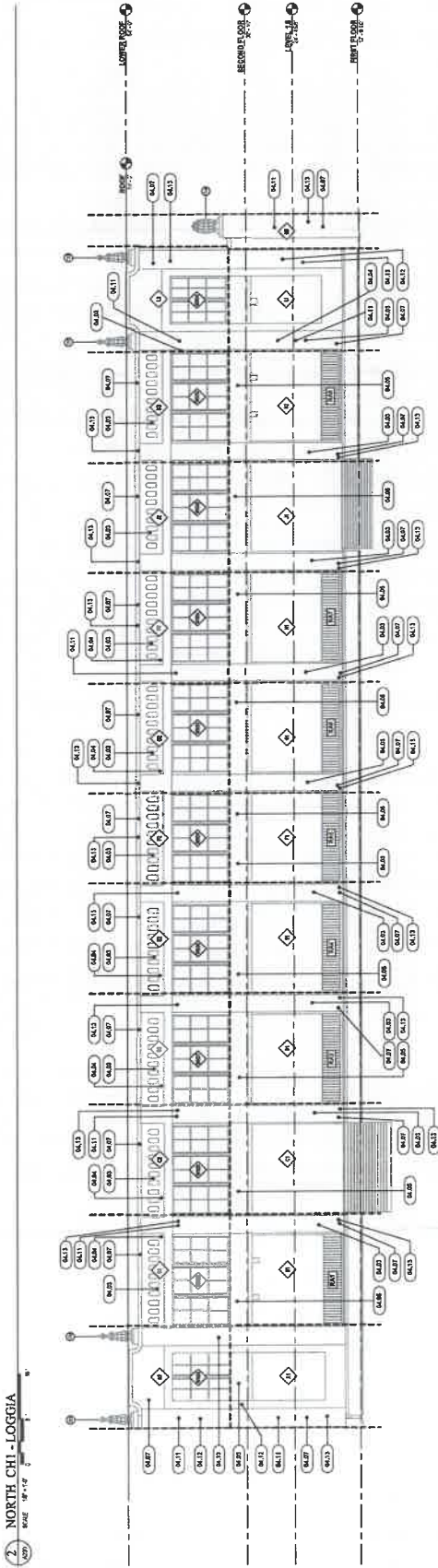
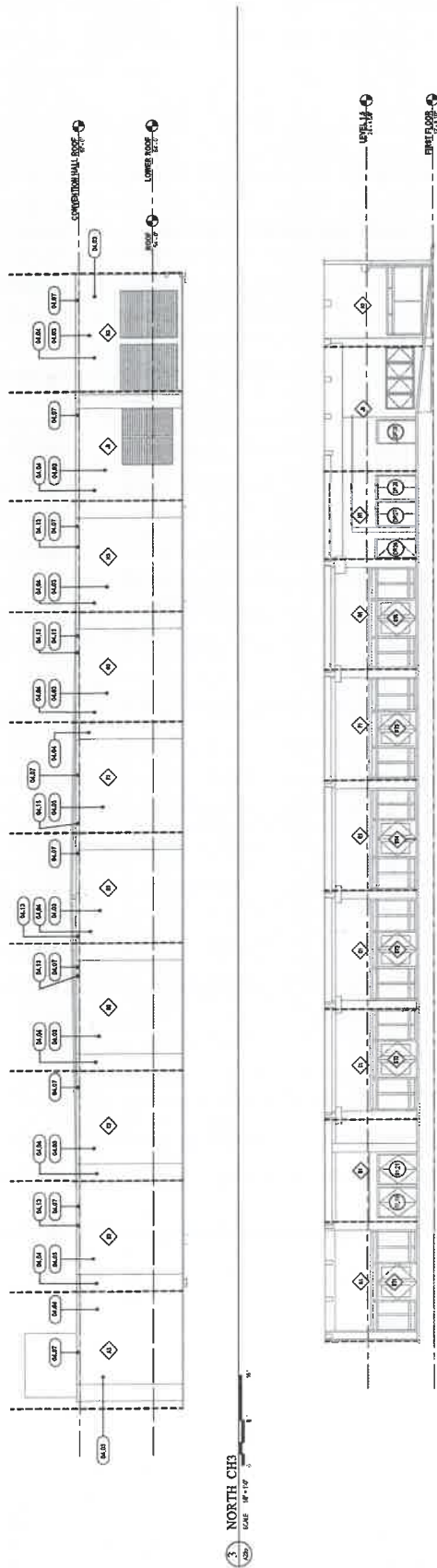
IT IS A GOOD DEAL OF THE WHITE HOUSE'S BEST LIES THAT "THE CHINA FACTOR" HAS BEEN THE MAIN REASON FOR THE U.S. TRADE POLICY TOWARD ASIA SINCE 1970. IN FACT, THE CHINA FACTOR WAS ONLY ONE OF MANY FACTORS THAT WERE CONSIDERED BY THE PRESIDENTS AND THEIR ADVISERS.

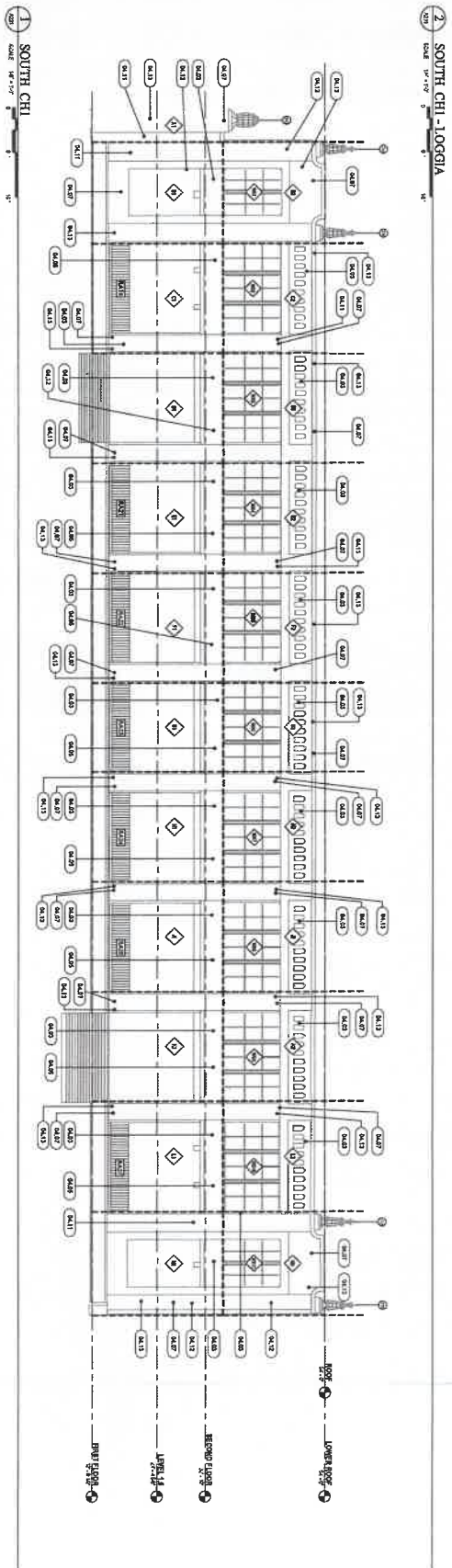
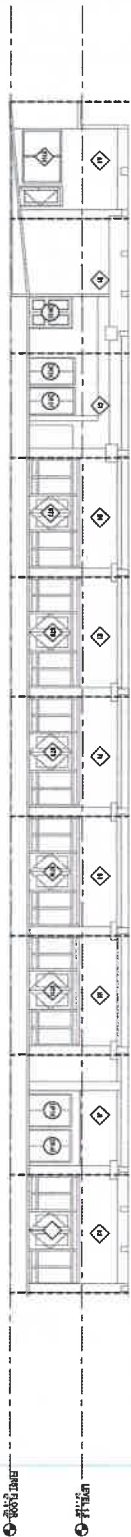
CRAIG

DISCUSSION LEAD THYME SOLVENT, I.A.

[illegible]

DATE	00/01/2007
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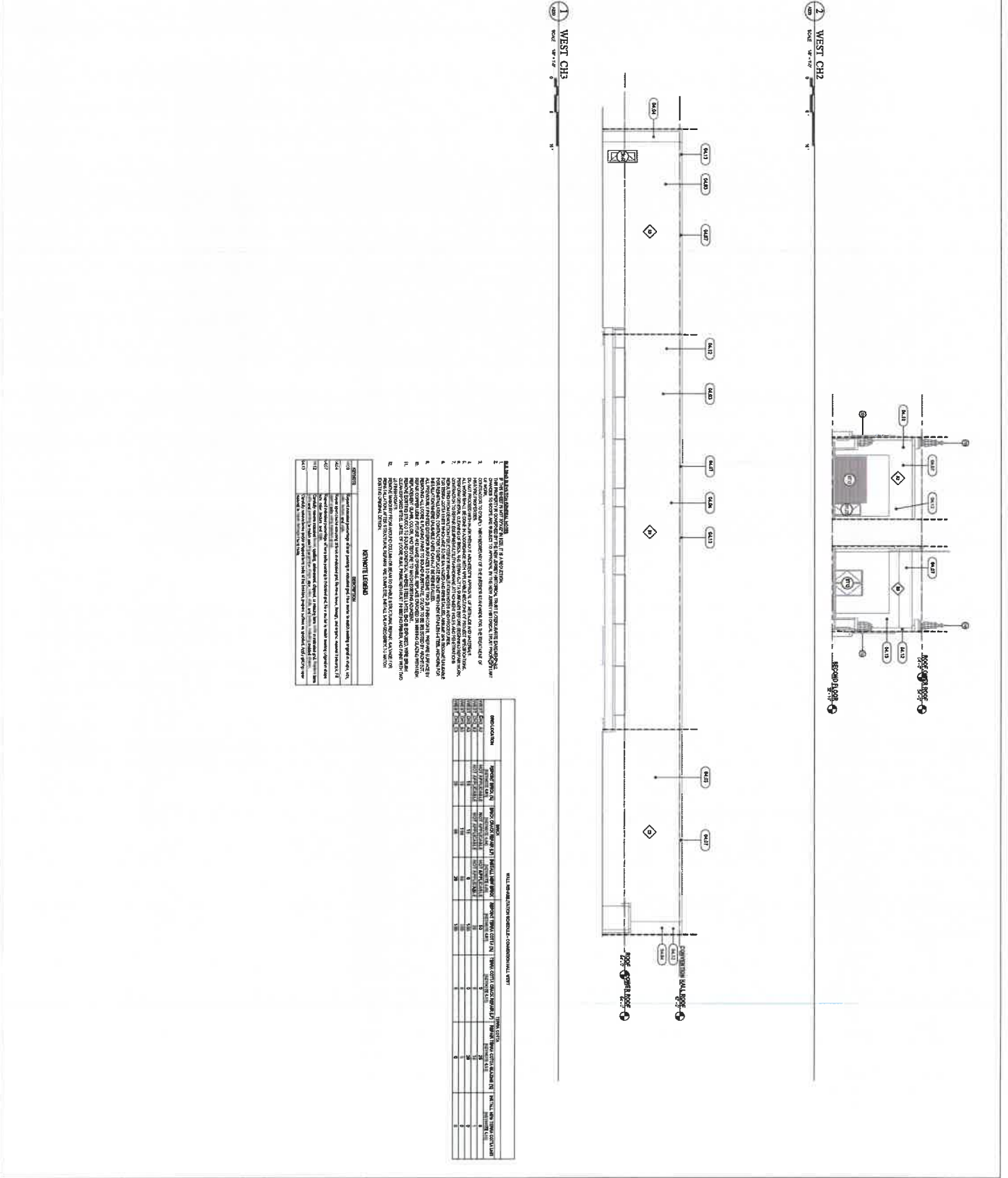
[illegible][illegible]



GENERAL INFORMATION									
1	NAME OF THE PROJECT	[Project Name]							
2	LOCATION OF THE PROJECT	[Location]							
3	DATE OF THE PROJECT	[Date]							
4	NAME OF THE CLIENT	[Client Name]							
5	NAME OF THE CONTRACTOR	[Contractor Name]							
6	NAME OF THE ARCHITECT	[Architect Name]							
7	NAME OF THE ENGINEER	[Engineer Name]							
8	NAME OF THE SURVEYOR	[Surveyor Name]							
9	NAME OF THE INSPECTOR	[Inspector Name]							
10	NAME OF THE MATERIAL SUPPLIER	[Material Supplier Name]							
11	NAME OF THE LABORER	[Laborer Name]							
12	NAME OF THE TRANSPORTER	[Transporter Name]							
13	NAME OF THE FINANCIAL INSTITUTION	[Financial Institution Name]							
14	NAME OF THE LEGAL COUNSEL	[Legal Counsel Name]							
15	NAME OF THE PROJECT MANAGER	[Project Manager Name]							
16	NAME OF THE PROJECT COORDINATOR	[Project Coordinator Name]							
17	NAME OF THE PROJECT ASSISTANT	[Project Assistant Name]							
18	NAME OF THE PROJECT SUPERVISOR	[Project Supervisor Name]							
19	NAME OF THE PROJECT INSPECTOR	[Project Inspector Name]							
20	NAME OF THE PROJECT MATERIALS MANAGER	[Project Materials Manager Name]							
21	NAME OF THE PROJECT LABORER	[Project Laborer Name]							
22	NAME OF THE PROJECT TRANSPORTER	[Project Transporter Name]							
23	NAME OF THE PROJECT FINANCIAL INSTITUTION	[Project Financial Institution Name]							
24	NAME OF THE PROJECT LEGAL COUNSEL	[Project Legal Counsel Name]							
25	NAME OF THE PROJECT PROJECT MANAGER	[Project Project Manager Name]							
26	NAME OF THE PROJECT PROJECT COORDINATOR	[Project Project Coordinator Name]							
27	NAME OF THE PROJECT PROJECT ASSISTANT	[Project Project Assistant Name]							
28	NAME OF THE PROJECT PROJECT SUPERVISOR	[Project Project Supervisor Name]							
29	NAME OF THE PROJECT PROJECT INSPECTOR	[Project Project Inspector Name]							
30	NAME OF THE PROJECT PROJECT MATERIALS MANAGER	[Project Project Materials Manager Name]							
31	NAME OF THE PROJECT PROJECT LABORER	[Project Project Laborer Name]							
32	NAME OF THE PROJECT PROJECT TRANSPORTER	[Project Project Transporter Name]							
33	NAME OF THE PROJECT PROJECT FINANCIAL INSTITUTION	[Project Project Financial Institution Name]							
34	NAME OF THE PROJECT PROJECT LEGAL COUNSEL	[Project Project Legal Counsel Name]							
35	NAME OF THE PROJECT PROJECT PROJECT MANAGER	[Project Project Project Manager Name]							
36	NAME OF THE PROJECT PROJECT PROJECT COORDINATOR	[Project Project Project Coordinator Name]							
37	NAME OF THE PROJECT PROJECT PROJECT ASSISTANT	[Project Project Project Assistant Name]							
38	NAME OF THE PROJECT PROJECT PROJECT SUPERVISOR	[Project Project Project Supervisor Name]							
39	NAME OF THE PROJECT PROJECT PROJECT INSPECTOR	[Project Project Project Inspector Name]							
40	NAME OF THE PROJECT PROJECT PROJECT MATERIALS MANAGER	[Project Project Project Materials Manager Name]							

The figure contains three main architectural drawings and a table:

- Plan View (Top):** Labeled "EAST CHI - LOGGIA" with a scale of 1/8" = 1'-0". It shows a long, narrow rectangular space with a central corridor and two rows of rooms on either side. Rooms are numbered 101 through 108. The drawing includes structural grid lines and dimensions.
- Section View (Middle):** Labeled "EAST CHI - LOGGIA" with a scale of 1/8" = 1'-0". It shows a cross-section of the building, illustrating the floor, ceiling, and wall construction. The drawing includes structural grid lines and dimensions.
- Table (Bottom):** A table titled "EAST CHI - LOGGIA" with columns for "ITEM", "DESCRIPTION", "QUANTITY", "UNIT", and "TOTAL". It lists various materials and their quantities for the project.



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PROJECT INFORMATION

PROJECT NAME: ASBURY PARK CONVENTION HALL - RENOVATIONS

PROJECT LOCATION: 1000 CONVENT HALL AVENUE, ASBURY PARK, NJ 07712

PROJECT OWNER: ASBURY PARK BOARD OF FREEHOLDERS

PROJECT MANAGER: [Name]

PROJECT ARCHITECT: [Name]

CLIENT INFORMATION

CLIENT NAME: ASBURY PARK BOARD OF FREEHOLDERS

CLIENT ADDRESS: 1000 CONVENT HALL AVENUE, ASBURY PARK, NJ 07712

CLIENT PHONE: [Phone Number]

CLIENT EMAIL: [Email Address]

DATE

DATE: 07/23/2020



EXISTING ELEMENTS SCHEDULE									
NAME	LOCATION	REPORT TUBA COTTA'S IDENTIFY & LOCATE	REPORT TUBA COTTA'S IDENTIFY & LOCATE	REPORT TUBA COTTA'S IDENTIFY & LOCATE	REPORT TUBA COTTA'S IDENTIFY & LOCATE	REPORT TUBA COTTA'S IDENTIFY & LOCATE	REPORT TUBA COTTA'S IDENTIFY & LOCATE	REPORT TUBA COTTA'S IDENTIFY & LOCATE	REPORT TUBA COTTA'S IDENTIFY & LOCATE
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1.02	Face	1	1	1	1	1	1	1	1
1.03	Face	1	1	1	1	1	1	1	1
1.04	Face	1	1	1	1	1	1	1	1
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1.07	Face	1	1	1	1	1	1	1	1
1.08	Face	1	1	1	1	1	1	1	1
1.09	Face	1	1	1	1	1	1	1	1
1.10	Face	1	1	1	1	1	1	1	1



EXISTING ELEMENTS SCHEDULE									
NAME	LOCATION	REPORT TUBA COTTA'S IDENTIFY & LOCATE	REPORT TUBA COTTA'S IDENTIFY & LOCATE	REPORT TUBA COTTA'S IDENTIFY & LOCATE	REPORT TUBA COTTA'S IDENTIFY & LOCATE	REPORT TUBA COTTA'S IDENTIFY & LOCATE	REPORT TUBA COTTA'S IDENTIFY & LOCATE	REPORT TUBA COTTA'S IDENTIFY & LOCATE	REPORT TUBA COTTA'S IDENTIFY & LOCATE
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1.02	Face	1	1	1	1	1	1	1	1
1.03	Face	1	1	1	1	1	1	1	1
1.04	Face	1	1	1	1	1	1	1	1
1.05	Face	1	1	1	1	1	1	1	1
1.06	Face	1	1	1	1	1	1	1	1
1.07	Face	1	1	1	1	1	1	1	1
1.08	Face	1	1	1	1	1	1	1	1
1.09	Face	1	1	1	1	1	1	1	1
1.10	Face	1	1	1	1	1	1	1	1



EXISTING ELEMENTS SCHEDULE									
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1.02	Face	1	1	1	1	1	1	1	1
1.03	Face	1	1	1	1	1	1	1	1
1.04	Face	1	1	1	1	1	1	1	1
1.05	Face	1	1	1	1	1	1	1	1
1.06	Face	1	1	1	1	1	1	1	1
1.07	Face	1	1	1	1	1	1	1	1
1.08	Face	1	1	1	1	1	1	1	1
1.09	Face	1	1	1	1	1	1	1	1
1.10	Face	1	1	1	1	1	1	1	1



EXISTING ELEMENTS SCHEDULE									
NAME	LOCATION	REPORT TUBA COTTA'S IDENTIFY & LOCATE	REPORT TUBA COTTA'S IDENTIFY & LOCATE	REPORT TUBA COTTA'S IDENTIFY & LOCATE	REPORT TUBA COTTA'S IDENTIFY & LOCATE	REPORT TUBA COTTA'S IDENTIFY & LOCATE	REPORT TUBA COTTA'S IDENTIFY & LOCATE	REPORT TUBA COTTA'S IDENTIFY & LOCATE	REPORT TUBA COTTA'S IDENTIFY & LOCATE
1.01	Face	1	1	1	1	1	1	1	1
1.02	Face	1	1	1	1	1	1	1	1
1.03	Face	1	1	1	1	1	1	1	1
1.04	Face	1	1	1	1	1	1	1	1
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1.08	Face	1	1	1	1	1	1	1	1
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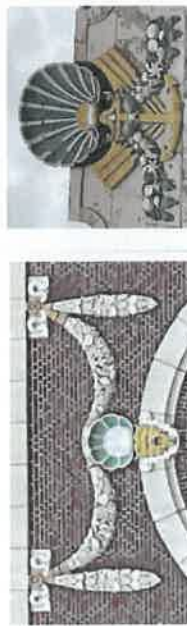


EXISTING ELEMENTS SCHEDULE									
NAME	LOCATION	REPORT TUBA COTTA'S IDENTIFY & LOCATE	REPORT TUBA COTTA'S IDENTIFY & LOCATE	REPORT TUBA COTTA'S IDENTIFY & LOCATE	REPORT TUBA COTTA'S IDENTIFY & LOCATE	REPORT TUBA COTTA'S IDENTIFY & LOCATE	REPORT TUBA COTTA'S IDENTIFY & LOCATE	REPORT TUBA COTTA'S IDENTIFY & LOCATE	REPORT TUBA COTTA'S IDENTIFY & LOCATE
1.01	Face	1	1	1	1	1	1	1	1
1.02	Face	1	1	1	1	1	1	1	1
1.03	Face	1	1	1	1	1	1	1	1
1.04	Face	1	1	1	1	1	1	1	1
1.05	Face	1	1	1	1	1	1	1	1
1.06	Face	1	1	1	1	1	1	1	1
1.07	Face	1	1	1	1	1	1	1	1
1.08	Face	1	1	1	1	1	1	1	1
1.09	Face	1	1	1	1	1	1	1	1
1.10	Face	1	1	1	1	1	1	1	1

EXISTING ELEMENTS SCHEDULE									
NAME	LOCATION	REPORT TUBA COTTA'S IDENTIFY & LOCATE	REPORT TUBA COTTA'S IDENTIFY & LOCATE	REPORT TUBA COTTA'S IDENTIFY & LOCATE	REPORT TUBA COTTA'S IDENTIFY & LOCATE	REPORT TUBA COTTA'S IDENTIFY & LOCATE	REPORT TUBA COTTA'S IDENTIFY & LOCATE	REPORT TUBA COTTA'S IDENTIFY & LOCATE	REPORT TUBA COTTA'S IDENTIFY & LOCATE
1.01	Face	1	1	1	1	1	1	1	1
1.02	Face	1	1	1	1	1	1	1	1
1.03	Face	1	1	1	1	1	1	1	1
1.04	Face	1	1	1	1	1	1	1	1
1.05	Face	1	1	1	1	1	1	1	1
1.06	Face	1	1	1	1	1	1	1	1
1.07	Face	1	1	1	1	1	1	1	1
1.08	Face	1	1	1	1	1	1	1	1
1.09	Face	1	1	1	1	1	1	1	1
1.10	Face	1	1	1	1	1	1	1	1



EXISTING ELEMENTS SCHEDULE									
NAME	LOCATION	REPORT TUBA COTTA'S IDENTIFY & LOCATE	REPORT TUBA COTTA'S IDENTIFY & LOCATE	REPORT TUBA COTTA'S IDENTIFY & LOCATE	REPORT TUBA COTTA'S IDENTIFY & LOCATE	REPORT TUBA COTTA'S IDENTIFY & LOCATE	REPORT TUBA COTTA'S IDENTIFY & LOCATE	REPORT TUBA COTTA'S IDENTIFY & LOCATE	REPORT TUBA COTTA'S IDENTIFY & LOCATE
1.01	Face	1	1	1	1	1	1	1	1
1.02	Face	1	1	1	1	1	1	1	1
1.03	Face	1	1	1	1	1	1	1	1
1.04	Face	1	1	1	1	1	1	1	1
1.05	Face	1	1	1	1	1	1	1	1
1.06	Face	1	1	1	1	1	1	1	1
1.07	Face	1	1	1	1	1	1	1	1
1.08	Face	1	1	1	1	1	1	1	1
1.09	Face	1	1	1	1	1	1	1	1
1.10	Face	1	1	1	1	1	1	1	1



EXISTING ELEMENTS SCHEDULE									
NAME	LOCATION	REPORT TUBA COTTA'S IDENTIFY & LOCATE	REPORT TUBA COTTA'S IDENTIFY & LOCATE	REPORT TUBA COTTA'S IDENTIFY & LOCATE	REPORT TUBA COTTA'S IDENTIFY & LOCATE	REPORT TUBA COTTA'S IDENTIFY & LOCATE	REPORT TUBA COTTA'S IDENTIFY & LOCATE	REPORT TUBA COTTA'S IDENTIFY & LOCATE	REPORT TUBA COTTA'S IDENTIFY & LOCATE
1.01	Face	1	1	1	1	1	1	1	1
1.02	Face	1	1	1	1	1	1	1	1
1.03	Face	1	1	1	1	1	1	1	1
1.04	Face	1	1	1	1	1	1	1	1
1.05	Face	1	1	1	1	1	1	1	1
1.06	Face	1	1	1	1	1	1	1	1
1.07	Face	1	1	1	1	1	1	1	1
1.08	Face	1	1	1	1	1	1	1	1
1.09	Face	1	1	1	1	1	1	1	1
1.10	Face	1	1	1	1	1	1	1	1

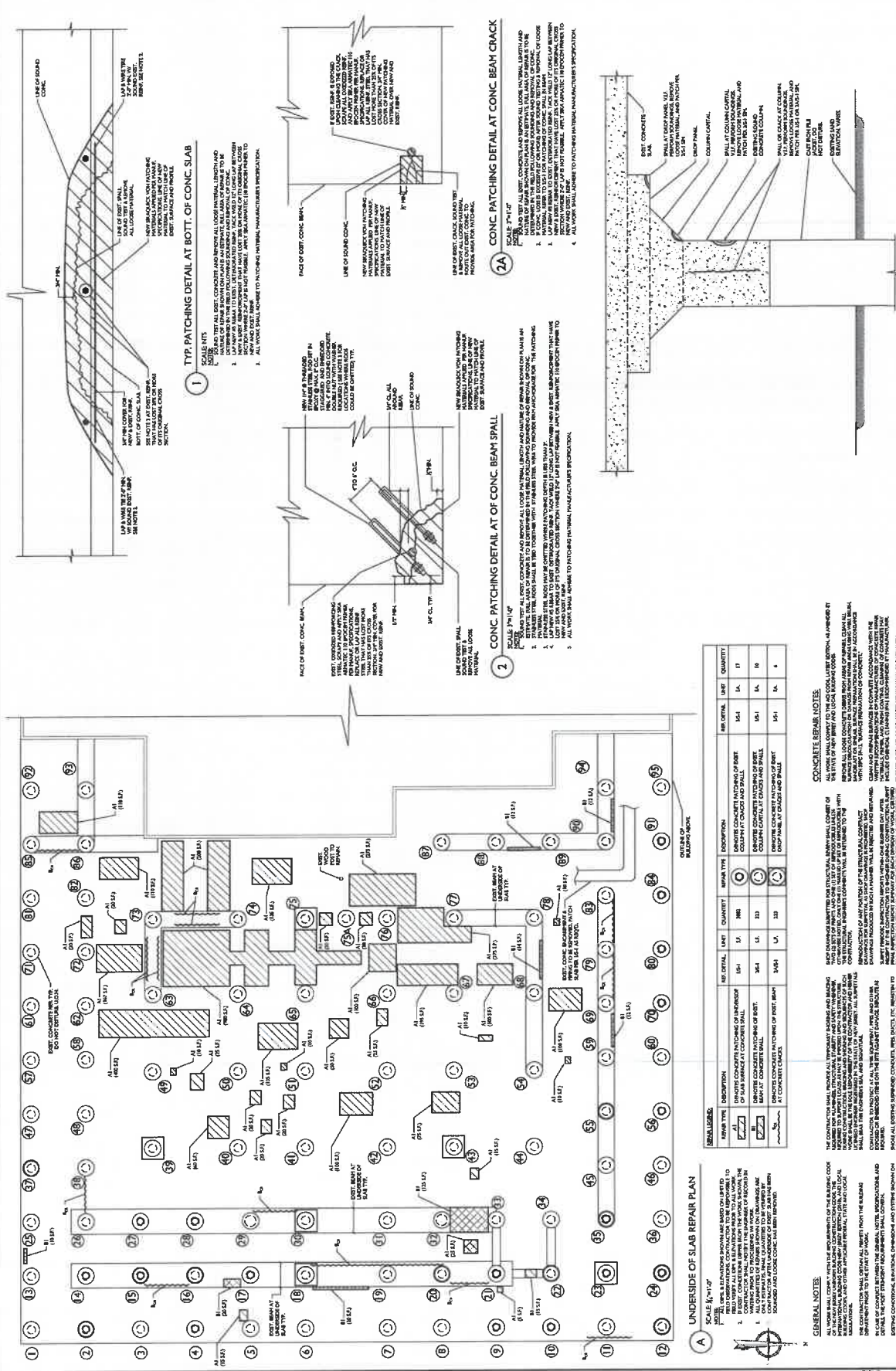
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Index	Variable	Descriptive Statistics		Inferential Statistics	
		Mean	SD	t-value	p-value
1	Age	35.2	12.5	-	-
2	Gender	1.5	0.5	1.2	0.23
3	Education	16.8	2.1	-	-
4	Income	45.6	18.9	-	-
5	Marital Status	2.1	0.8	0.8	0.42



Model	Architecture	Number of Parameters (M)	Number of Tokens (M)	Number of Layers	Number of Heads	Number of Tokens per Layer	Number of Tokens per Head	Number of Tokens per Layer per Head
GPT-3	Transformer	175	100	46	128	3	3	3
GPT-2	Transformer	121	100	46	128	3	3	3
GPT-1	Transformer	117	100	46	128	3	3	3
GPT-0	Transformer	117	100	46	128	3	3	3
GPT-3.5	Transformer	175	100	46	128	3	3	3
GPT-4	Transformer	175	100	46	128	3	3	3
GPT-5	Transformer	175	100	46	128	3	3	3
GPT-6	Transformer	175	100	46	128	3	3	3
GPT-7	Transformer	175	100	46	128	3	3	3
GPT-8	Transformer	175	100	46	128	3	3	3
GPT-9	Transformer	175	100	46	128	3	3	3
GPT-10	Transformer	175	100	46	128	3	3	3
GPT-11	Transformer	175	100	46	128	3	3	3
GPT-12	Transformer	175	100	46	128	3	3	3
GPT-13	Transformer	175	100	46	128	3	3	3
GPT-14	Transformer	175	100	46	128	3	3	3
GPT-15	Transformer	175	100	46	128	3	3	3
GPT-16	Transformer	175	100	46	128	3	3	3
GPT-17	Transformer	175	100	46	128	3	3	3
GPT-18	Transformer	175	100	46	128	3	3	3
GPT-19	Transformer	175	100	46	128	3	3	3
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GPT-35	Transformer	175	100	46	128	3	3	3
GPT-36	Transformer	175	100	46	128	3	3	3
GPT-37	Transformer	175	100	46	128	3	3	3
GPT-38	Transformer	175	100	46	128	3	3	3
GPT-39	Transformer	175	100	46	128	3	3	3
GPT-40	Transformer	175	100	46	128	3	3	3
GPT-41	Transformer	175	100	46	128	3	3	3
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GPT-43	Transformer	175	100	46	128	3	3	3
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GPT-58	Transformer	175	100	46	128	3	3	3
GPT-59	Transformer	175	100	46	128	3	3	3
GPT-60	Transformer	175	100	46	128	3	3	3
GPT-61	Transformer	175	100	46	128	3	3	3
GPT-62	Transformer	175	100	46	128	3	3	3
GPT-63	Transformer	175	100	46	128	3	3	3
GPT-64	Transformer	175	100	46	128	3	3	3
GPT-65	Transformer	175	100	46	128	3	3	3
GPT-66	Transformer	175	100	46	128	3	3	3
GPT-67	Transformer	175	100	46	128	3	3	3
GPT-68	Transformer	175	100	46	128	3	3	3
GPT-69	Transformer	175	100	46	128	3	3	3
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GPT-71	Transformer	175	100	46	128	3	3	3
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GPT-74	Transformer	175	100	46	128	3	3	3
GPT-75	Transformer	175	100	46	128	3	3	3
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GPT-77	Transformer	175	100	46	128	3	3	3
GPT-78	Transformer	175	100	46	128	3	3	3
GPT-79	Transformer	175	100	46	128	3	3	3
GPT-80	Transformer	175	100	46	128	3	3	3
GPT-81	Transformer	175	100	46	128	3	3	3
GPT-82	Transformer	175	100	46	128	3	3	3
GPT-83	Transformer	175	100	46	128	3	3	3
GPT-84	Transformer	175	100	46	128	3	3	3
GPT-85	Transformer	175	100	46	128	3	3	3
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GPT-89	Transformer	175	100	46	128	3	3	3
GPT-90	Transformer	175	100	46	128	3	3	3
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GPT-94	Transformer	175	100	46	128	3	3	3
GPT-95	Transformer	175	100	46	128	3	3	3
GPT-96	Transformer	175	100	46	128	3	3	3
GPT-97	Transformer	175	100	46	128	3	3	3
GPT-98	Transformer	175	100	46	128	3	3	3
GPT-99	Transformer	175	100	46	128	3	3	3
GPT-100	Transformer	175	100	46	128	3	3	3

KEYWORDS	DESCRIPTION
P012	Reported increased occurrence of farm visits, including a residential, farm visitor to child's family segment in shops, farms, markets, and at fairs.
0410	Caravans, visitors, drivers and other visitors to farm visits at this location and impact visitors as described. Agency representatives publicly meeting in between 17/1 and 1/2 meeting to report detailed farm visits (leave period).
0411	Reported increase in farm visits to a residential farm, however, none, single, and reported more from local.
0412	Caravans, visitors, drivers, and other visitors to farm visits at this location and impact visitors as described. Agency representatives publicly meeting in between 17/1 and 1/2 meeting to report detailed farm visits (leave period).
0413	Reported increase in farm visits to a residential farm, however, none, single, and reported more from local.



2. TYPICAL CONCRETE COLUMN

NOTE: SOUND TEST ALL EXIST CONCRETE AND REMOVE ALL LOOSE MATERIAL. FULL AREA OF REPAIR IS TO BE DETERMINED IN THE FIELD FOLLOWING SOUNDING AND REMOVAL OF CONCRETE.

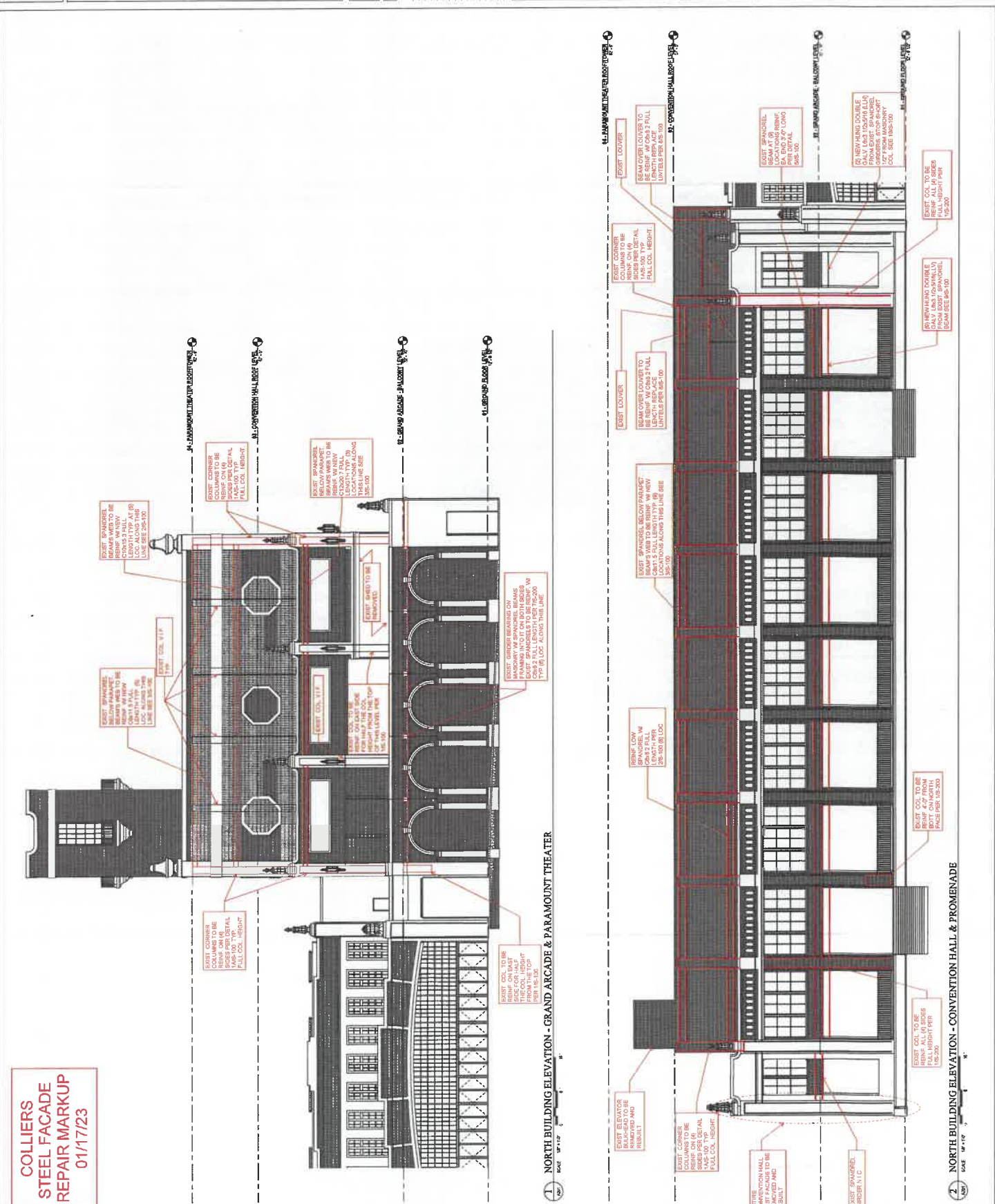
5

OF DESIGNING AND QUALITY
L WHICH ARE THE CONTRACTORS

THE APPROPRIATE COOK

et





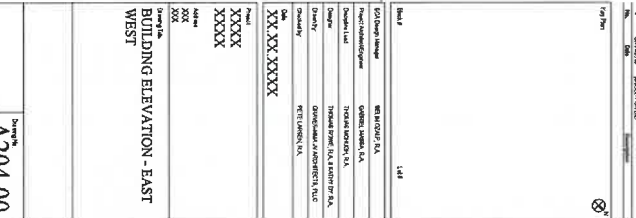
Architectural elevation drawing of a building facade, showing a symmetrical design with a central entrance and multiple windows. The drawing is oriented vertically on the page.

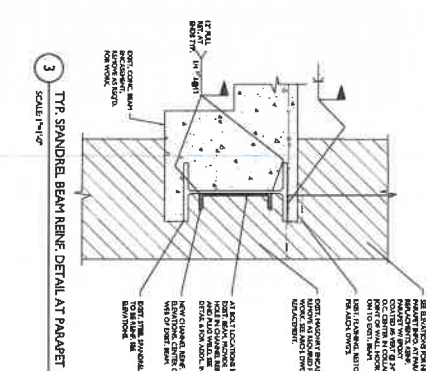
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Matheson Marquardt

300 Coolman Avenue, Suite 1
Aubrey Park, NJ 07712

GOVENS & ASSOCIATES, PLLC
257-745-0100 • 257-745-0100 • 257-745-0100
T 732-948-2201



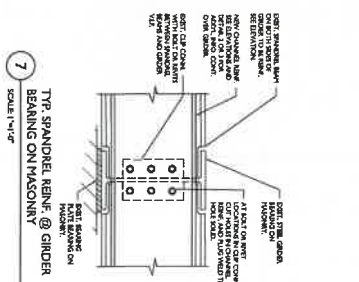


17P. REINP. OF EXIST. STEEL CO. ALONG WALL

1A
SCALE 1"=1'-0"
TYP. REIN. OF EXIST. STEEL CORNER COL.
NOTES:
1. STOP AND START REINFORCEMENT AT DEPT. BAY CONN.

2
TYP. SPANDREL BEAM REINF. DETAIL
SCALE 1"=1'-0"

3 117. SPANDEK BEAT KENN. DE MILAI PARVATEI
SCALE 1"=10'

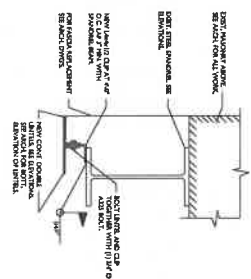


4 TYP. BEAM REINF. @ COL. FLANGE CONN.
SCALE 1"=1'-0"

5 TYP. BEAM REINF. @ COL. WEB CONN.
SCALE 1"=1'-0"

6 TYP. REINF. @ SPANDREL GIRDERS
SCALE 1"=1'-0"

7 BEARING ON MASONRY
SCALE 1"=1'-0"

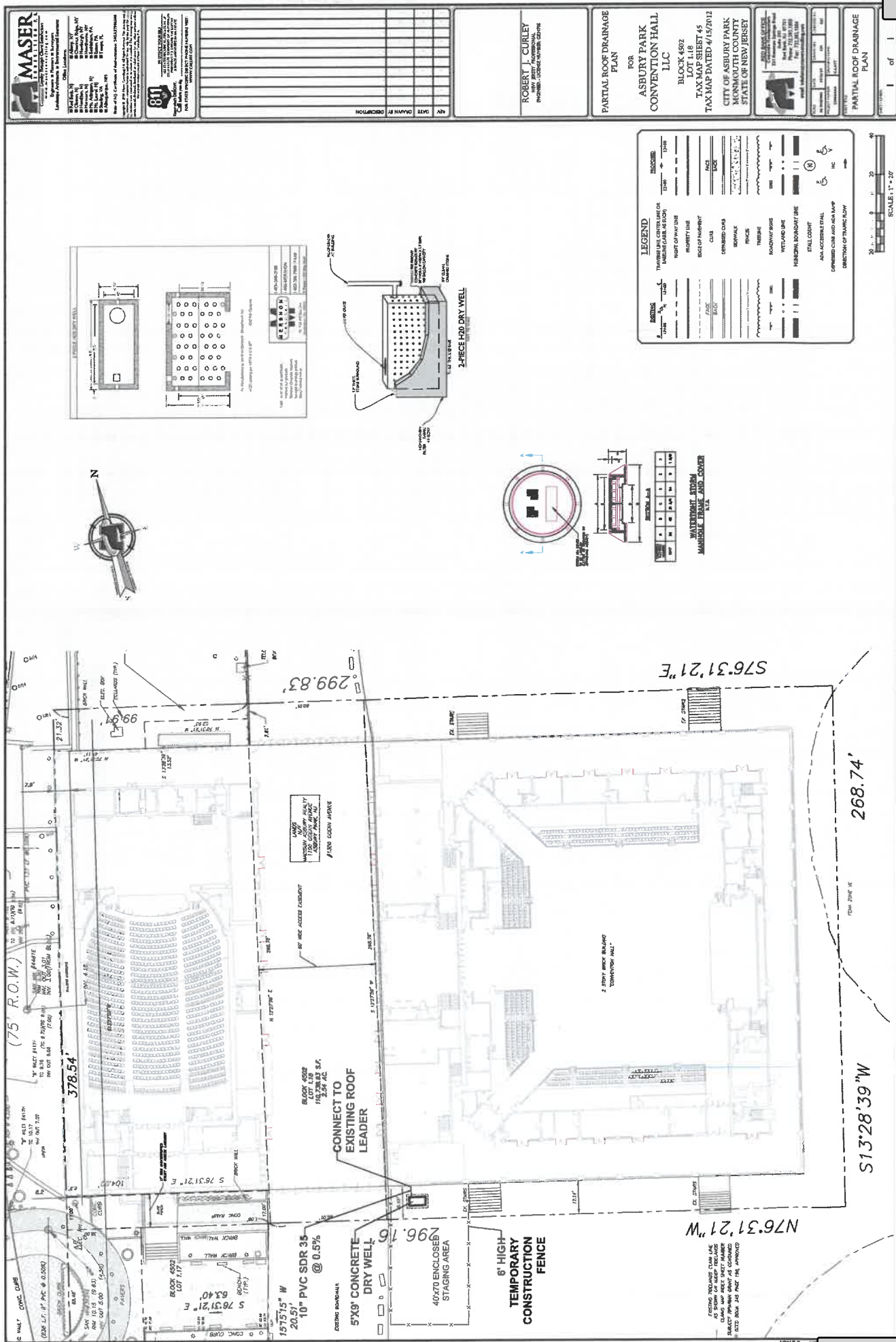


8 TYP. DETAIL AT LOUVER UNTEL
SCALE 1"=1'-0"

9 BEAM WITH HUNG LINTEL
SCALE 1"=1'-0"

10 SCALE 1"=1'-0"

- GENERAL INFORMATION: OF WHAT TYPE IS THE PROJECT?
- ALL DOORS MUST BE STEEL. SHALL WE BE REQUIRED BY ANY JURISDICTION TO SCALE DOWN TO WOOD?
- DO YOU REQUIRE LAMINATE TO BEAD AND WELD TO IT? BEHIND OF BEAD, BEAD AND STEEL. SPECIFIED LENGTH OF REINFORCEMENT SHOWN ON ELEVATION AS REQUIRED.
- AT ALL TIMES, DOORS MUST BE U.S.A.
- ALL PLATES BRIMMER, NEW ALUMINUM-CLAD STEEL, MINIMUM 1/4" THICK, BUTT WELD.
- SEARCH, DWGS. FOR COATING OF ALL NEW AND EXISTING STEEL.
- BEAD, DWGS. FOR PLASMA CUTTING AND FINISHING.



ASBURY PARK CONVENTION HALL | Anticipated Construction Schedule

Attachment: Subrecipient Agreement Of The Mayor And City Council Of The City Of Asbury Park To Resolution Of The Mayor And City Council Of The City Of Asbury Park To

Project Overview (07/22/2022 - 03/29/2026)		Start	End	Aug-2022	Sep-2022	Oct-2022
Project Assigned / Phase I Proposal Signed		19-Aug-2022	19-Aug-2022	14	21	28
Initial Site Visit		22-Aug-2022	22-Aug-2022	4	11	18
Project Planning & Evaluation Phase		23-Jan-2023	03-Apr-2023	25	2	9
Schematic Design Submission		20-Mar-2023	20-Mar-2023	16	23	30
Phase II & Phase III Proposals from GMMMA Consultants		03-Apr-2023	26-Jun-2023			
Phase IIA - Design Development		12-Apr-2023	12-Apr-2023			
Aspire Tax Credit Submission		14-Apr-2023	14-Apr-2023			
Phase IIA - Design Development: Signed Proposal		26-Jun-2023	26-Jun-2023			
NJ Tax Credit Deadline		08-Dec-2023	27-Feb-2024			
NPS Tax Credit Submission		29-Mar-2024	29-Mar-2026			
NJ Easement Application		01-Mar-2023	29-May-2023			
Phase IIB - Construction Documents		29-May-2023	17-Jun-2023			
Phase IIC - Building Permit Application		29-May-2023	25-Sep-2023			
Phase IIC - Bidding		29-May-2023	24-Nov-2023			
Phase IIA - Construction Administration		19-Jun-2023	18-Jul-2023			
Colliers Site/Civil Schedule of Approvals		19-Jun-2023	02-Aug-2023			
Conceptual Site Plans		19-Jun-2023	02-Aug-2023			
City of Asbury Park Technical Review Committee		19-Jun-2023	02-Aug-2023			
State of New Jersey - NJDEP Historic Preservation Office		19-Jun-2023	02-Aug-2023			
State of New Jersey - CAFRA Compliance		19-Jun-2023	02-Aug-2023			
Monmouth County - Approvals		19-Jun-2023	02-Aug-2023			
City of Asbury Park - Planning Board Site Plan Application		19-Jun-2023	02-Aug-2023			
Monmouth County - Soil Erosion		19-Jun-2023	02-Aug-2023			
City of Asbury Park - City Redevelopment Agency		03-Aug-2023	01-Sep-2023			
Phase IC - New Jersey Tax Credit Application (01/12/2023 - 04/03/2023)		12-Jan-2023	03-Apr-2023			
NJ Tax Credit Initial Submission		12-Jan-2023	03-Apr-2023			
Phase IIA - Design Development (04/03/2023 - 06/26/2023)		19-Apr-2023	19-Apr-2023			
Design Presentation #1		03-May-2023	03-May-2023			
Design Presentation #2		15-May-2023	15-May-2023			
50% Submission Design Development Submission to MM		31-May-2023	31-May-2023			
Design Presentation #3		07-Jun-2023	07-Jun-2023			
Design Presentation #4		26-Jun-2023	26-Jun-2023			
Design Development Phase Final Submission to MM		02-Oct-2023	02-Oct-2023			
Phase IIB - Construction Documents (06/27/2023 - 01/08/2024)		02-Oct-2023	02-Oct-2023			
50% CD Submission to Madison Marquette		11-Dec-2023	11-Dec-2023			
90% CD Submission to Madison Marquette		08-Jan-2024	08-Jan-2024			
Turnover to Madison Marquette		29-Aug-2023	29-Feb-2024			
Phase IIC - Permitting & Bidding (12/08/2023 - 03/29/2024)		08-Dec-2023	29-Mar-2024			
CAFRA		08-Dec-2023	29-Mar-2024			
Building Permits		01-Apr-2024	01-Apr-2024			
NTP to Contractor/Start of Construction		01-Apr-2024	01-Apr-2024			
Mobilize on Site		01-May-2024	30-May-2024			
Demolish East Elevation		01-May-2024	30-May-2024			
North Exterior Elevation Repairs		01-Jun-2024	01-Nov-2024			
East Elevation Rebuild		01-Jun-2024	30-Mar-2025			
Convention Hall Interiors		01-Sep-2024	01-Apr-2025			
Grand Arcade Interiors		01-Oct-2024	01-Jun-2025			
Paramount Theater Interiors		01-Apr-2025	01-Aug-2025			
Roof Work		01-Jun-2025	01-Oct-2025			
South Elevation Repairs		01-Jun-2025	01-Oct-2025			
West Elevation Repairs		01-Apr-2026	01-Apr-2026			
End of Construction						

ASBURY PARK CONVENTION HALL | Anticipated Construction Schedule

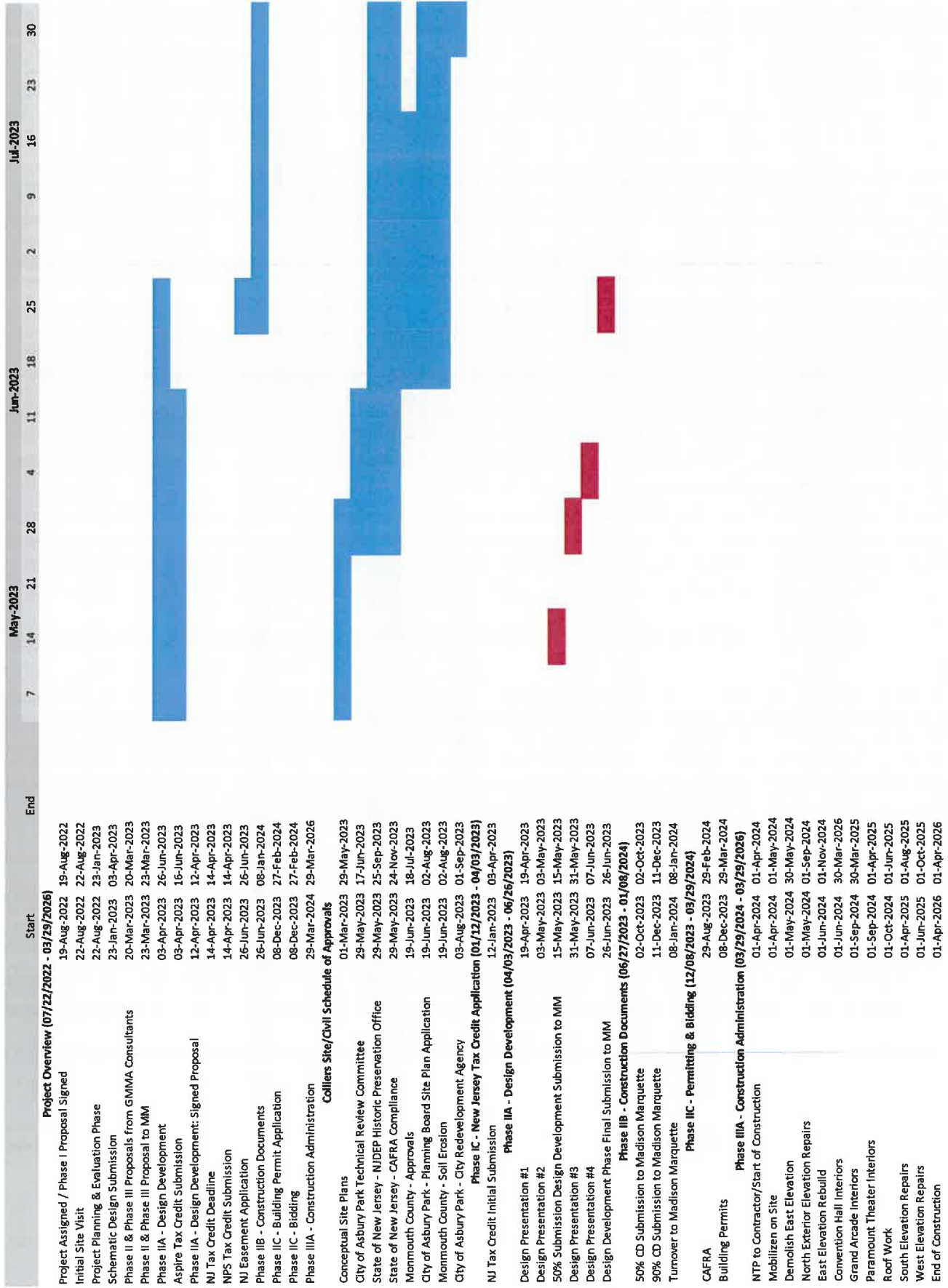
	6	13	20	27	4	11	18	25	1	8	15	22	29
	Nov-2022			Dec-2022			Jan-2023						

ASBURY PARK CONVENTION HALL | Anticipated Construction Schedule

Attachment: Subrecipient Agreement Of The Mayor And City Council Of The City Of Asbury Park To Resolution Of The Mayor And City Council Of The City Of Asbury Park To

Project Overview (07/22/2022 - 03/29/2026)		Start	End	5	12	19	26	5	12	19	26	2	9	16	23	30
Project Assigned / Phase I Proposal Signed		19-Aug-2022	19-Aug-2022													
Initial Site Visit		22-Aug-2022	22-Aug-2022													
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Phase II & Phase III Proposals from GMMMA Consultants		20-Mar-2023	20-Mar-2023													
Phase II & Phase III Proposal to MM		23-Mar-2023	23-Mar-2023													
Phase IIA - Design Development		03-Apr-2023	26-Jun-2023													
Aspire Tax Credit Submission		03-Apr-2023	16-Jun-2023													
Phase IIA - Design Development: Signed Proposal		12-Apr-2023	12-Apr-2023													
NJ Tax Credit Deadline		14-Apr-2023	14-Apr-2023													
NPS Tax Credit Submission		14-Apr-2023	14-Apr-2023													
NJ Easement Application		26-Jun-2023	26-Jun-2023													
Phase IIB - Construction Documents		26-Jun-2023	08-Jan-2024													
Phase IIC - Building Permit Application		08-Dec-2023	27-Feb-2024													
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City of Asbury Park - City Redevelopment Agency		03-Aug-2023	01-Sep-2023													
Phase IC - New Jersey Tax Credit Application (01/12/2023 - 04/03/2023)		12-Jan-2023	03-Apr-2023													
NJ Tax Credit Initial Submission		12-Jan-2023	03-Apr-2023													
Phase IIA - Design Development (04/03/2023 - 06/26/2023)		19-Apr-2023	19-Apr-2023													
Design Presentation #1		03-May-2023	03-May-2023													
Design Presentation #2		15-May-2023	15-May-2023													
50% Submission Design Development Submission to MM		31-May-2023	31-May-2023													
Design Presentation #3		07-Jun-2023	07-Jun-2023													
Design Presentation #4		26-Jun-2023	26-Jun-2023													
Design Development Phase Final Submission to MM		02-Oct-2023	02-Oct-2023													
Phase IIB - Construction Documents (06/27/2023 - 01/08/2024)		02-Oct-2023	02-Oct-2023													
50% CD Submission to Madison Marquette		11-Dec-2023	11-Dec-2023													
90% CD Submission to Madison Marquette		08-Jan-2024	08-Jan-2024													
Turnover to Madison Marquette		29-Aug-2023	29-Feb-2024													
Phase IIC - Permitting & Bidding (12/08/2023 - 03/29/2024)		29-Aug-2023	29-Feb-2024													
CAFRA		08-Dec-2023	29-Mar-2024													
Building Permits		08-Dec-2023	29-Mar-2024													
Phase IIIA - Construction Administration (03/29/2024 - 03/29/2026)		01-Apr-2024	01-Apr-2024													
NTP to Contractor/Start of Construction		01-Apr-2024	01-May-2024													
Mobilize on Site		01-May-2024	30-May-2024													
Demolish East Elevation		01-May-2024	30-May-2024													
North Exterior Elevation Repairs		01-Jun-2024	01-Nov-2024													
East Elevation Rebuild		01-Jun-2024	30-Mar-2026													
Convention Hall Interiors		01-Sep-2024	30-Mar-2025													
Grand Arcade Interiors		01-Sep-2024	01-Apr-2025													
Paramount Theater Interiors		01-Oct-2024	01-Jun-2025													
Roof Work		01-Apr-2025	01-Aug-2025													
South Elevation Repairs		01-Jun-2025	01-Oct-2025													
West Elevation Repairs		01-Jun-2025	01-Oct-2025													
End of Construction		01-Apr-2026	01-Apr-2026													

ASBURY PARK CONVENTION HALL | Anticipated Construction Schedule

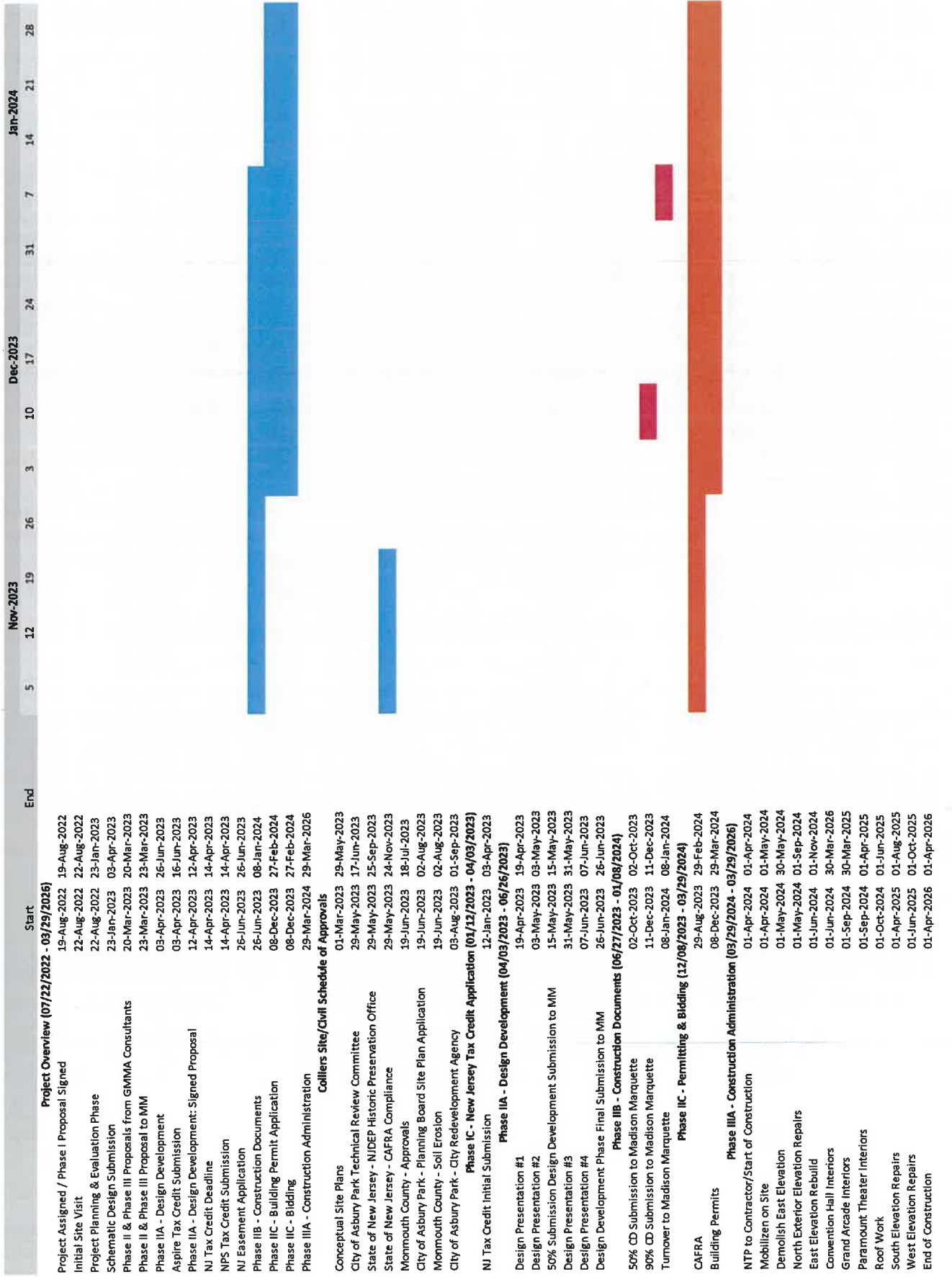


ASBURY PARK CONVENTION HALL | Anticipated Construction Schedule

Attachment: Subrecipient Agreement Of The Mayor And City Council Of The City Of Asbury Park To Resolution Of The Mayor And City Council Of The City Of Asbury Park To

Project Overview (07/22/2022 - 03/29/2026)		Start	End	Aug-2023	Sep-2023	Oct-2023
Project Assigned / Phase I Proposal Signed		19-Aug-2022	19-Aug-2022	6		
Initial Site Visit		22-Aug-2022	22-Aug-2022	13		
Project Planning & Evaluation Phase		22-Aug-2022	23-Jan-2023	20		
Schematic Design Submission		23-Jan-2023	03-Apr-2023	27		
Phase II & Phase III Proposals from GMMMA Consultants		20-Mar-2023	20-Mar-2023	3		
Phase II & Phase III Proposal to MM		23-Mar-2023	23-Mar-2023	10		
Phase IIA - Design Development		03-Apr-2023	26-Jun-2023	17		
Aspire Tax Credit Submission		03-Apr-2023	16-Jun-2023	24		
Phase IIA - Design Development: Signed Proposal		12-Apr-2023	12-Apr-2023	1		
NJ Tax Credit Deadline		14-Apr-2023	14-Apr-2023	8		
NPS Tax Credit Submission		14-Apr-2023	14-Apr-2023			15
NJ Easement Application		26-Jun-2023	26-Jun-2023			22
Phase IIB - Construction Documents		26-Jun-2023	08-Jan-2024			29
Phase IIC - Building Permit Application		08-Dec-2023	27-Feb-2024			
Phase IIC - Bidding		08-Dec-2023	27-Feb-2024			
Phase IIIA - Construction Administration		29-Mar-2024	29-Mar-2026			
Colliers Site/Civil Schedule of Approvals						
Conceptual Site Plans		01-Mar-2023	29-May-2023			
City of Asbury Park Technical Review Committee		29-May-2023	17-Jun-2023			
State of New Jersey - NJDEP Historic Preservation Office		29-May-2023	25-Sep-2023			
State of New Jersey - CAFRA Compliance		29-May-2023	24-Nov-2023			
Momomouth County - Approvals		19-Jun-2023	18-Jul-2023			
City of Asbury Park - Planning Board Site Plan Application		19-Jun-2023	02-Aug-2023			
Momomouth County - Soil Erosion		19-Jun-2023	02-Aug-2023			
City of Asbury Park - City Redevelopment Agency		03-Aug-2023	01-Sep-2023			
Phase IIC - New Jersey Tax Credit Application (01/12/2023 - 04/03/2023)		12-Jan-2023	03-Apr-2023			
NJ Tax Credit Initial Submission		12-Jan-2023	03-Apr-2023			
Phase IIA - Design Development (04/03/2023 - 06/26/2023)						
Design Presentation #1		19-Apr-2023	19-Apr-2023			
Design Presentation #2		03-May-2023	03-May-2023			
50% Submission Design Development Submission to MM		15-May-2023	15-May-2023			
Design Presentation #3		31-May-2023	31-May-2023			
Design Presentation #4		07-Jun-2023	07-Jun-2023			
Design Development Phase Final Submission to MM		26-Jun-2023	26-Jun-2023			
Phase IIB - Construction Documents (06/27/2023 - 01/09/2024)						
50% CD Submission to Madison Marquette		02-Oct-2023	02-Oct-2023			
90% CD Submission to Madison Marquette		11-Dec-2023	11-Dec-2023			
Turnover to Madison Marquette		08-Jan-2024	08-Jan-2024			
Phase IIC - Permitting & Bidding (12/08/2023 - 03/29/2024)						
CAFRA		29-Aug-2023	29-Feb-2024			
Building Permits		08-Dec-2023	29-Mar-2024			
Phase IIIA - Construction Administration (03/29/2024 - 03/29/2026)						
NTP to Contractor/Start of Construction		01-Apr-2024	01-Apr-2024			
Mobilizen on Site		01-Apr-2024	01-May-2024			
Demolish East Elevation		01-May-2024	30-May-2024			
North Exterior Elevation Repairs		01-May-2024	01-Sep-2024			
East Elevation Rebuild		01-Jun-2024	01-Nov-2024			
Convention Hall Interiors		01-Jun-2024	30-Mar-2026			
Grand Arcade Interiors		01-Sep-2024	30-Mar-2025			
Paramount Theater Interiors		01-Sep-2024	01-Apr-2025			
Roof Work		01-Oct-2024	01-Jun-2025			
South Elevation Repairs		01-Apr-2025	01-Aug-2025			
West Elevation Repairs		01-Jun-2025	01-Oct-2025			
End of Construction		01-Apr-2026	01-Apr-2026			

ASBURY PARK CONVENTION HALL | Anticipated Construction Schedule



ASBURY PARK CONVENTION HALL | Anticipated Construction Schedule

Attachment: Subrecipient Agreement Of The Mayor And City Council Of The City Of Asbury Park To Resolution Of The Mayor And City Council Of The City Of Asbury Park To

Project Overview (07/22/2022 - 03/29/2026)		Start	End	4	11	18	25	3	10	17	24	31	7	14	21	28
		Feb-2024														
		Mar-2024														
		Apr-2024														
Project Assigned / Phase I Proposal Signed		19-Aug-2022	19-Aug-2022													
Initial Site Visit		22-Aug-2022	22-Aug-2022													
Project Planning & Evaluation Phase		22-Aug-2022	23-Jan-2023													
Schematic Design Submission		23-Jan-2023	03-Apr-2023													
Phase II & Phase III Proposals from GMMMA Consultants		20-Mar-2023	20-Mar-2023													
Phase II & Phase III Proposal to MM		23-Mar-2023	23-Mar-2023													
Phase IIIA - Design Development		03-Apr-2023	16-Jun-2023													
Aspire Tax Credit Submission		12-Apr-2023	12-Apr-2023													
Phase IIIA - Design Development: Signed Proposal		14-Apr-2023	14-Apr-2023													
NJ Tax Credit Deadline		14-Apr-2023	14-Apr-2023													
NJ Tax Credit Submission		26-Jun-2023	26-Jun-2023													
NJ Easement Application		26-Jun-2023	26-Jun-2023													
Phase IIIB - Construction Documents		08-Dec-2023	08-Jan-2024													
Phase IIC - Building Permit Application		08-Dec-2023	27-Feb-2024													
Phase IIC - Bidding		08-Dec-2023	27-Feb-2024													
Phase IIIA - Construction Administration		29-Mar-2024	29-Mar-2026													
Colliers Site/Civil Schedule of Approvals		01-Mar-2023	29-May-2023													
Conceptual Site Plans		29-May-2023	17-Jun-2023													
City of Asbury Park Technical Review Committee		29-May-2023	25-Sep-2023													
State of New Jersey - NJDEP Historic Preservation Office		29-May-2023	24-Nov-2023													
State of New Jersey - CAFRA Compliance		19-Jun-2023	18-Jul-2023													
Mormouth County - Approvals		19-Jun-2023	02-Aug-2023													
City of Asbury Park - Planning Board Site Plan Application		19-Jun-2023	02-Aug-2023													
Mormouth County - Soil Erosion		03-Aug-2023	01-Sep-2023													
City of Asbury Park - City Redevelopment Agency		03-Aug-2023	01-Sep-2023													
Phase IIC - New Jersey Tax Credit Application (01/12/2023 - 04/03/2023)		12-Jan-2023	03-Apr-2023													
NJ Tax Credit Initial Submission		12-Jan-2023	03-Apr-2023													
Phase IIIA - Design Development (04/03/2023 - 06/26/2023)		19-Apr-2023	19-Apr-2023													
Design Presentation #1		03-May-2023	03-May-2023													
Design Presentation #2		15-May-2023	15-May-2023													
50% Submission Design Development Submission to MM		31-May-2023	31-May-2023													
Design Presentation #3		07-Jun-2023	07-Jun-2023													
Design Presentation #4		26-Jun-2023	26-Jun-2023													
Design Development Phase Final Submission to MM		26-Jun-2023	26-Jun-2023													
Phase IIIB - Construction Documents (06/27/2023 - 01/08/2024)		02-Oct-2023	02-Oct-2023													
50% CD Submission to Madison Marquette		11-Dec-2023	11-Dec-2023													
90% CD Submission to Madison Marquette		08-Jan-2024	08-Jan-2024													
Turnover to Madison Marquette		29-Aug-2023	29-Feb-2024													
Phase IIIC - Permitting & Bidding (12/06/2023 - 03/29/2024)		08-Dec-2023	29-Mar-2024													
CAFRA		08-Dec-2023	29-Mar-2024													
Building Permits		08-Dec-2023	29-Mar-2024													
Phase IIIIA - Construction Administration (03/29/2024 - 03/29/2026)		01-Apr-2024	01-Apr-2024													
NTP to Contractor/Start of Construction		01-Apr-2024	01-May-2024													
Mobilize on Site		01-May-2024	30-May-2024													
Demolish East Elevation		01-May-2024	01-Sep-2024													
North Exterior Elevation Repairs		01-Jun-2024	01-Nov-2024													
East Elevation Rebuild		01-Jun-2024	30-Mar-2026													
Convention Hall Interiors		01-Sep-2024	30-Mar-2025													
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Paramount Theater Interiors		01-Oct-2024	01-Jun-2025													
Roof Work		01-Apr-2025	01-Aug-2025													
South Elevation Repairs		01-Jun-2025	01-Oct-2025													
West Elevation Repairs		01-Apr-2026	01-Apr-2026													
End of Construction		01-Apr-2026	01-Apr-2026													

ASBURY PARK CONVENTION HALL | Anticipated Construction Schedule

	5	12	19	26	2	9	16	23	30	7	14	21	28
	May-2024				Jun-2024				Jul-2024				
Start	End												
Project Overview (07/22/2022 - 03/29/2026)													
Project Assigned / Phase I Proposal Signed	19-Aug-2022	19-Aug-2022	22-Aug-2022	22-Aug-2022	22-Aug-2022	22-Aug-2022	22-Aug-2022	22-Aug-2022	22-Aug-2022	22-Aug-2022	22-Aug-2022	22-Aug-2022	22-Aug-2022
Initial Site Visit	22-Aug-2022	22-Aug-2022	23-Jan-2023	23-Jan-2023	23-Jan-2023	23-Jan-2023	23-Jan-2023	23-Jan-2023	23-Jan-2023	23-Jan-2023	23-Jan-2023	23-Jan-2023	23-Jan-2023
Project Planning & Evaluation Phase	23-Jan-2023	03-Apr-2023	20-Mar-2023	20-Mar-2023	20-Mar-2023	20-Mar-2023	20-Mar-2023	20-Mar-2023	20-Mar-2023	20-Mar-2023	20-Mar-2023	20-Mar-2023	20-Mar-2023
Schematic Design Submission	20-Mar-2023	23-Mar-2023	23-Mar-2023	23-Mar-2023	23-Mar-2023	23-Mar-2023	23-Mar-2023	23-Mar-2023	23-Mar-2023	23-Mar-2023	23-Mar-2023	23-Mar-2023	23-Mar-2023
Phase II & Phase III Proposals from GMMMA Consultants	23-Mar-2023	26-Jun-2023	03-Apr-2023	03-Apr-2023	03-Apr-2023	03-Apr-2023	03-Apr-2023	03-Apr-2023	03-Apr-2023	03-Apr-2023	03-Apr-2023	03-Apr-2023	03-Apr-2023
Phase IIA - Design Development	03-Apr-2023	16-Jun-2023	12-Apr-2023	12-Apr-2023	12-Apr-2023	12-Apr-2023	12-Apr-2023	12-Apr-2023	12-Apr-2023	12-Apr-2023	12-Apr-2023	12-Apr-2023	12-Apr-2023
Aspire Tax Credit Submission	12-Apr-2023	14-Apr-2023	14-Apr-2023	14-Apr-2023	14-Apr-2023	14-Apr-2023	14-Apr-2023	14-Apr-2023	14-Apr-2023	14-Apr-2023	14-Apr-2023	14-Apr-2023	14-Apr-2023
Phase IIA - Design Development: Signed Proposal	14-Apr-2023	26-Jun-2023	26-Jun-2023	26-Jun-2023	26-Jun-2023	26-Jun-2023	26-Jun-2023	26-Jun-2023	26-Jun-2023	26-Jun-2023	26-Jun-2023	26-Jun-2023	26-Jun-2023
NJ Tax Credit Deadline	26-Jun-2023	08-Jan-2024	08-Dec-2023	08-Dec-2023	08-Dec-2023	08-Dec-2023	08-Dec-2023	08-Dec-2023	08-Dec-2023	08-Dec-2023	08-Dec-2023	08-Dec-2023	08-Dec-2023
NPS Tax Credit Submission	08-Dec-2023	27-Feb-2024	29-Mar-2024	29-Mar-2024	29-Mar-2024	29-Mar-2024	29-Mar-2024	29-Mar-2024	29-Mar-2024	29-Mar-2024	29-Mar-2024	29-Mar-2024	29-Mar-2024
NJ Easement Application	29-Mar-2024												
Phase IIB - Construction Documents													
Phase IIC - Building Permit Application													
Phase IIC - Bidding													
Phase IIIA - Construction Administration													
Colliers Site/Civil Schedule of Approvals													
Conceptual Site Plans	01-Mar-2023	29-May-2023	17-Jun-2023	25-Sep-2023	24-Nov-2023	18-Jul-2023	02-Aug-2023	02-Aug-2023	01-Sep-2023	03-Apr-2023			
City of Asbury Park Technical Review Committee	29-May-2023	29-May-2023	29-May-2023	29-May-2023	29-May-2023	29-May-2023	29-May-2023	29-May-2023	29-May-2023	29-May-2023			
State of New Jersey - NJDEP Historic Preservation Office	29-May-2023	29-May-2023	29-May-2023	29-May-2023	29-May-2023	29-May-2023	29-May-2023	29-May-2023	29-May-2023	29-May-2023			
State of New Jersey - CAFRA Compliance	29-May-2023	29-May-2023	29-May-2023	29-May-2023	29-May-2023	29-May-2023	29-May-2023	29-May-2023	29-May-2023	29-May-2023			
Monmouth County - Approvals	29-May-2023	29-May-2023	29-May-2023	29-May-2023	29-May-2023	29-May-2023	29-May-2023	29-May-2023	29-May-2023	29-May-2023			
City of Asbury Park - Planning Board Site Plan Application	29-May-2023	29-May-2023	29-May-2023	29-May-2023	29-May-2023	29-May-2023	29-May-2023	29-May-2023	29-May-2023	29-May-2023			
Monmouth County - Soil Erosion	29-May-2023	29-May-2023	29-May-2023	29-May-2023	29-May-2023	29-May-2023	29-May-2023	29-May-2023	29-May-2023	29-May-2023			
City of Asbury Park - City Redevelopment Agency	29-May-2023	29-May-2023	29-May-2023	29-May-2023	29-May-2023	29-May-2023	29-May-2023	29-May-2023	29-May-2023	29-May-2023			
Phase IC - New Jersey Tax Credit Application (01/12/2023 - 04/03/2023)	29-May-2023	29-May-2023	29-May-2023	29-May-2023	29-May-2023	29-May-2023	29-May-2023	29-May-2023	29-May-2023	29-May-2023			
NJ Tax Credit Initial Submission	29-May-2023	29-May-2023	29-May-2023	29-May-2023	29-May-2023	29-May-2023	29-May-2023	29-May-2023	29-May-2023	29-May-2023			
Phase IIA - Design Development (04/03/2023 - 06/26/2023)													
Design Presentation #1	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023			
Design Presentation #2	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023			
50% Submission Design Development Submission to MM	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023			
Design Presentation #3	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023			
Design Presentation #4	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023			
Design Development Phase Final Submission to MM	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023			
Phase IIB - Construction Documents (06/27/2023 - 01/08/2024)													
50% CD Submission to Madison Marquette	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023			
90% CD Submission to Madison Marquette	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023			
Turnover to Madison Marquette	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023			
Phase IIC - Permitting & Bidding (12/08/2023 - 03/29/2024)													
CAFRA	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023			
Building Permits	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023			
Phase IIIA - Construction Administration (03/29/2024 - 03/29/2026)													
NTP to Contractor/Start of Construction	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023			
Mobilize on Site	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023			
Demolish East Elevation	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023			
North Exterior Elevation Repairs	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023			
East Elevation Rebuild	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023			
Convention Hall Interiors	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023			
Grand Arcade Interiors	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023			
Paramount Theater Interiors	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023			
Roof Work	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023			
South Elevation Repairs	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023			
West Elevation Repairs	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023			
End of Construction	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023			

ASBURY PARK CONVENTION HALL | Anticipated Construction Schedule

Attachment: Subrecipient Agreement (31002-4202) (31002-4202) (31002-4202)

Project Overview (07/22/2022 - 03/29/2026)		Start	End	4	11	18	25	1	8	Sep-2024	15	22	29	6	13	20	27
Project Assigned / Phase I Proposal Signed		19-Aug-2022	19-Aug-2022														
Initial Site Visit		22-Aug-2022	22-Aug-2022														
Project Planning & Evaluation Phase		22-Aug-2022	23-Jan-2023														
Schematic Design Submission		23-Jan-2023	03-Apr-2023														
Phase II & Phase III Proposals from GMMMA Consultants		20-Mar-2023	20-Mar-2023														
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Phase IIIA - Design Development		03-Apr-2023	16-Jun-2023														
Aspire Tax Credit Submission		12-Apr-2023	12-Apr-2023														
Phase IIIA - Design Development: Signed Proposal		14-Apr-2023	14-Apr-2023														
NJ Tax Credit Deadline		14-Apr-2023	14-Apr-2023														
NPS Tax Credit Submission		14-Apr-2023	14-Apr-2023														
NJ Easement Application		26-Jun-2023	26-Jun-2023														
Phase IIIB - Construction Documents		26-Jun-2023	08-Jan-2024														
Phase IIIC - Building Permit Application		08-Dec-2023	27-Feb-2024														
Phase IIIC - Bidding		08-Dec-2023	27-Feb-2024														
Phase IIIA - Construction Administration		29-Mar-2024	29-Mar-2026														
Colliers Site/Civil Schedule of Approvals		01-Mar-2023	29-May-2023														
Conceptual Site Plans		29-May-2023	17-Jun-2023														
City of Asbury Park Technical Review Committee		29-May-2023	25-Sep-2023														
State of New Jersey - NJDEP Historic Preservation Office		29-May-2023	24-Nov-2023														
State of New Jersey - CAFRA Compliance		19-Jun-2023	18-Jul-2023														
Mormouth County - Approvals		19-Jun-2023	02-Aug-2023														
City of Asbury Park - Planning Board Site Plan Application		19-Jun-2023	02-Aug-2023														
Mormouth County - Soil Erosion		19-Jun-2023	02-Aug-2023														
City of Asbury Park - City Redevelopment Agency		03-Aug-2023	01-Sep-2023														
Phase IIIC - New Jersey Tax Credit Application (01/12/2023 - 04/03/2023)		12-Jan-2023	03-Apr-2023														
NJ Tax Credit Initial Submission		12-Jan-2023	03-Apr-2023														
Phase IIIA - Design Development (04/03/2023 - 06/26/2023)		19-Apr-2023	19-Apr-2023														
Design Presentation #1		03-May-2023	03-May-2023														
Design Presentation #2		15-May-2023	15-May-2023														
50% Submission Design Development Submission to MM		31-May-2023	31-May-2023														
Design Presentation #3		07-Jun-2023	07-Jun-2023														
Design Presentation #4		26-Jun-2023	26-Jun-2023														
Design Development Phase Final Submission to MM		02-Oct-2023	02-Oct-2023														
Phase IIIB - Construction Documents (06/27/2023 - 01/08/2024)		02-Oct-2023	02-Oct-2023														
50% CD Submission to Madison Marquette		11-Dec-2023	11-Dec-2023														
90% CD Submission to Madison Marquette		08-Jan-2024	08-Jan-2024														
Turnover to Madison Marquette		29-Aug-2023	29-Feb-2024														
Phase IIIC - Permitting & Bidding (12/08/2023 - 03/29/2024)		08-Dec-2023	29-Mar-2024														
CAFRA		08-Dec-2023	29-Mar-2024														
Building Permits		08-Dec-2023	29-Mar-2024														
Phase IIIA - Construction Administration (03/29/2024 - 03/29/2026)		01-Apr-2024	01-Apr-2024														
NTP to Contractor/Start of Construction		01-Apr-2024	01-May-2024														
Mobilize on Site		01-May-2024	30-May-2024														
Demolish East Elevation		01-Jun-2024	01-Nov-2024														
North Exterior Elevation Repairs		01-Jun-2024	01-Nov-2024														
East Elevation Rebuild		01-Jun-2024	01-Nov-2024														
Convention Hall Interiors		01-Jun-2024	30-Mar-2026														
Grand Arcade Interiors		01-Jun-2024	30-Mar-2026														
Paramount Theater Interiors		01-Jun-2024	30-Mar-2026														
Roof Work		01-Jun-2024	01-Jun-2025														
South Elevation Repairs		01-Jun-2025	01-Aug-2025														
West Elevation Repairs		01-Jun-2025	01-Oct-2025														
End of Construction		01-Apr-2026	01-Apr-2026														

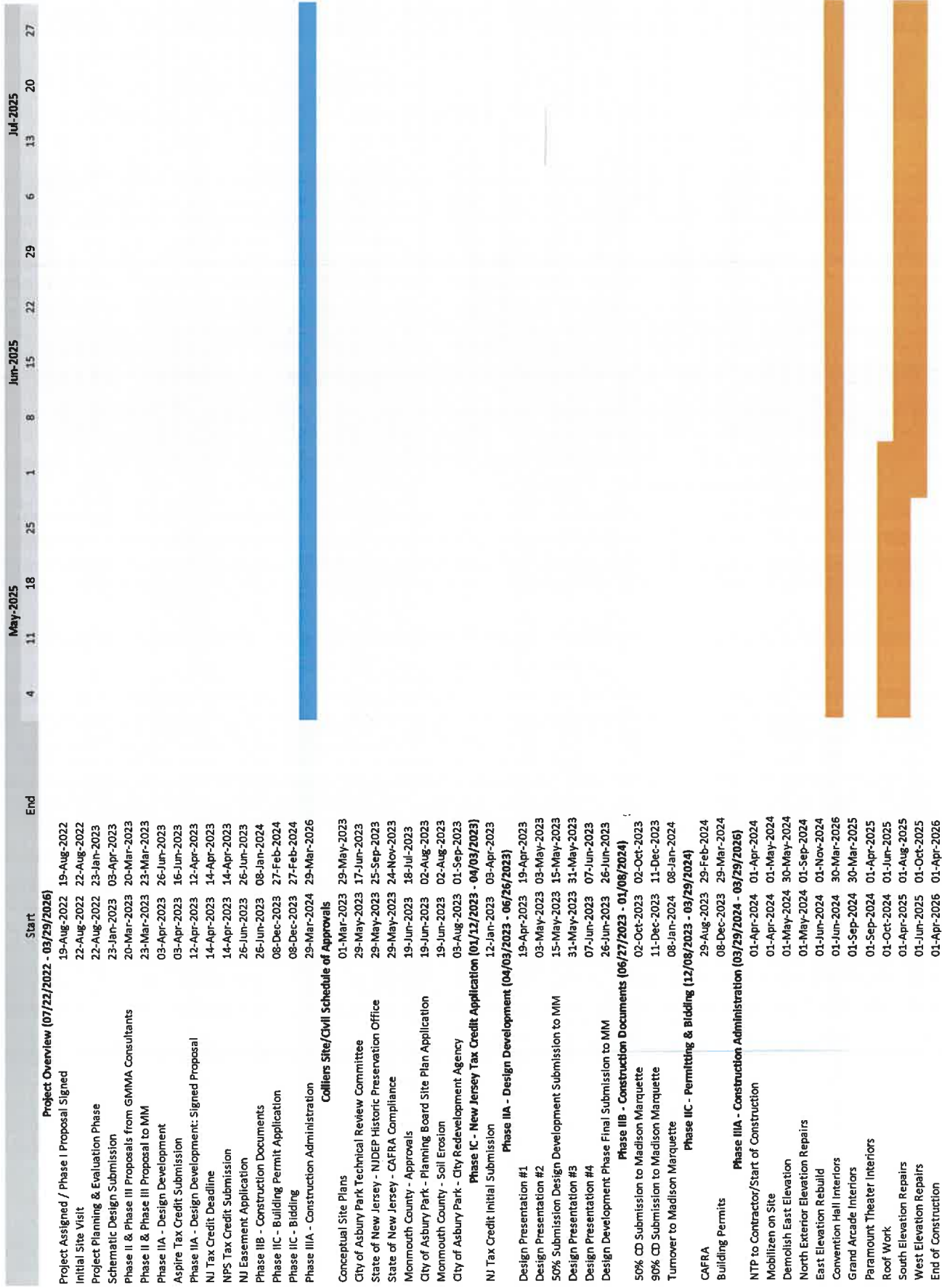
ASBURY PARK CONVENTION HALL | Anticipated Construction Schedule

	Start	End
Project Overview (07/22/2022 - 03/29/2026)		
Project Assigned / Phase I Proposal Signed	19-Aug-2022	19-Aug-2022
Initial Site Visit	22-Aug-2022	22-Aug-2022
Project Planning & Evaluation Phase	22-Aug-2022	23-Jan-2023
Schematic Design Submission	23-Jan-2023	03-Apr-2023
Phase II & Phase III Proposals from GMMMA Consultants	20-Mar-2023	20-Mar-2023
Phase II & Phase III Proposal to MM	23-Mar-2023	23-Mar-2023
Phase IIA - Design Development	03-Apr-2023	26-Jun-2023
Aspire Tax Credit Submission	03-Apr-2023	16-Jun-2023
Phase IIA - Design Development: Signed Proposal	12-Apr-2023	12-Apr-2023
NJ Tax Credit Deadline	14-Apr-2023	14-Apr-2023
NPS Tax Credit Submission	14-Apr-2023	14-Apr-2023
NJ Easement Application	26-Jun-2023	26-Jun-2023
Phase IIB - Construction Documents	26-Jun-2023	08-Jan-2024
Phase IIC - Building Permit Application	08-Dec-2023	27-Feb-2024
Phase IIC - Bidding	08-Dec-2023	27-Feb-2024
Phase IIIA - Construction Administration	29-Mar-2024	29-Mar-2026
Colliers Site/Civil Schedule of Approvals		
Conceptual Site Plans	01-Mar-2023	29-May-2023
City of Asbury Park Technical Review Committee	29-May-2023	17-Jun-2023
State of New Jersey - NJDEP Historic Preservation Office	29-May-2023	25-Sep-2023
State of New Jersey - CAFRA Compliance	29-May-2023	24-Nov-2023
Monmouth County - Approvals	19-Jun-2023	18-Jul-2023
City of Asbury Park - Planning Board Site Plan Application	19-Jun-2023	02-Aug-2023
Monmouth County - Soil Erosion	19-Jun-2023	02-Aug-2023
City of Asbury Park - City Redevelopment Agency	03-Aug-2023	01-Sep-2023
Phase IC - New Jersey Tax Credit Application (01/12/2023 - 04/03/2023)	12-Jan-2023	03-Apr-2023
NJ Tax Credit Initial Submission	12-Jan-2023	03-Apr-2023
Phase IIA - Design Development (04/03/2023 - 06/26/2023)		
Design Presentation #1	19-Apr-2023	19-Apr-2023
Design Presentation #2	03-May-2023	03-May-2023
50% Submission Design Development Submission to MM	15-May-2023	15-May-2023
Design Presentation #3	31-May-2023	31-May-2023
Design Presentation #4	07-Jun-2023	07-Jun-2023
Design Development Phase Final Submission to MM	26-Jun-2023	26-Jun-2023
Phase IIB - Construction Documents (06/27/2023 - 01/08/2024)		
50% CD Submission to Madison Marquette	02-Oct-2023	02-Oct-2023
90% CD Submission to Madison Marquette	11-Dec-2023	11-Dec-2023
Turnover to Madison Marquette	08-Jan-2024	08-Jan-2024
Phase IIC - Permitting & Bidding (12/08/2023 - 03/29/2024)		
CAFRA	29-Aug-2023	29-Feb-2024
Building Permits	08-Dec-2023	29-Mar-2024
Phase IIIA - Construction Administration (03/29/2024 - 03/29/2026)		
NTP to Contractor/Start of Construction	01-Apr-2024	01-Apr-2024
Mobilize on Site	01-Apr-2024	01-May-2024
Demolish East Elevation	01-May-2024	30-May-2024
North Exterior Elevation Repairs	01-May-2024	01-Sep-2024
East Elevation Rebuild	01-Jun-2024	01-Nov-2024
Convention Hall Interiors	01-Jun-2024	30-Mar-2026
Grand Arcade Interiors	01-Sep-2024	30-Mar-2025
Paramount Theater Interiors	01-Sep-2024	01-Apr-2025
Roof Work	01-Oct-2024	01-Jun-2025
South Elevation Repairs	01-Apr-2025	01-Aug-2025
West Elevation Repairs	01-Jun-2025	01-Oct-2025
End of Construction	01-Apr-2026	01-Apr-2026

Attachment: Subrecipient Agreement Of The Mayor And City Council Of The City Of Asbury Park To ASBURY PARK CONVENTION HALL | Anticipated Construction Schedule

Project Overview (07/22/2022 - 03/29/2026)				Start	End	2	9	16	23	2	9	16	23	30	6	13	20	27
Project Assigned / Phase I Proposal Signed				19-Aug-2022	19-Aug-2022													
Initial Site Visit				22-Aug-2022	22-Aug-2022													
Project Planning & Evaluation Phase				22-Aug-2022	23-Jan-2023													
Schematic Design Submission				23-Jan-2023	03-Apr-2023													
Phase II & Phase III Proposals from GMMMA Consultants				20-Mar-2023	20-Mar-2023													
Phase II & Phase III Proposal to MM				23-Mar-2023	23-Mar-2023													
Phase IIA - Design Development				03-Apr-2023	26-Jun-2023													
Aspire Tax Credit Submission				03-Apr-2023	16-Jun-2023													
Phase IIA - Design Development: Signed Proposal				12-Apr-2023	12-Apr-2023													
NJ Tax Credit Deadline				14-Apr-2023	14-Apr-2023													
NJ Tax Credit Submission				14-Apr-2023	14-Apr-2023													
NJ Tax Credit Application				26-Jun-2023	26-Jun-2023													
Phase IIB - Construction Documents				26-Jun-2023	08-Jan-2024													
Phase IIC - Building Permit Application				08-Dec-2023	27-Feb-2024													
Phase IIC - Bidding				08-Dec-2023	27-Feb-2024													
Phase IIA - Construction Administration				29-Mar-2024	29-Mar-2026													
Collectors Site/Civil Schedule of Approvals				01-Mar-2023	29-May-2023													
Conceptual Site Plans				29-May-2023	17-Jun-2023													
City of Asbury Park Technical Review Committee				29-May-2023	25-Sep-2023													
State of New Jersey - NJDEP Historic Preservation Office				29-May-2023	24-Nov-2023													
Monmouth County - CAFRA Compliance				19-Jun-2023	18-Jul-2023													
City of Asbury Park - Planning Board Site Plan Application				19-Jun-2023	02-Aug-2023													
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City of Asbury Park - City Redevelopment Agency				03-Aug-2023	01-Sep-2023													
Phase IC - New Jersey Tax Credit Application (01/12/2023 - 04/03/2023)				12-Jan-2023	03-Apr-2023													
NJ Tax Credit Initial Submission				12-Jan-2023	03-Apr-2023													
Phase IIA - Design Development (04/03/2023 - 06/26/2023)				19-Apr-2023	19-Apr-2023													
Design Presentation #1				03-May-2023	03-May-2023													
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Phase IIB - Construction Documents (06/27/2023 - 01/08/2024)				02-Oct-2023	02-Oct-2023													
50% CD Submission to Madison Marquette				11-Dec-2023	11-Dec-2023													
90% CD Submission to Madison Marquette				08-Jan-2024	08-Jan-2024													
Turnover to Madison Marquette				29-Aug-2023	29-Feb-2024													
Phase IIC - Permitting & Bidding (12/08/2023 - 03/29/2024)				08-Dec-2023	29-Mar-2024													
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Roof Work				01-Apr-2025	01-Aug-2025													
South Elevation Repairs				01-Jun-2025	01-Oct-2025													
West Elevation Repairs				01-Apr-2026	01-Apr-2026													
End of Construction																		

ASBURY PARK CONVENTION HALL | Anticipated Construction Schedule



ASBURY PARK CONVENTION HALL | Anticipated Construction Schedule

Attachment: Subrecipient Agreement (31-002-4202) (6536DC6x85627)

Project Overview (07/22/2022 - 03/29/2026)		Start	End	3	10	17	24	31	7	14	21	28	5	12	19	26
				Aug-2025												
				Sep-2025												
				Oct-2025												
Project Assigned / Phase I Proposal Signed		19-Aug-2022	19-Aug-2022													
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Conceptual Site Plans		01-Mar-2023	29-May-2023													
City of Asbury Park Technical Review Committee		29-May-2023	17-Jun-2023													
State of New Jersey - NIDEP Historic Preservation Office		29-May-2023	25-Sep-2023													
State of New Jersey - CAFRA Compliance		29-May-2023	24-Nov-2023													
Morrmouth County - Approvals		19-Jun-2023	18-Jul-2023													
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City of Asbury Park - City Redevelopment Agency		03-Aug-2023	01-Sep-2023													
Phase IC - New Jersey Tax Credit Application (01/12/2023 - 04/03/2023)		03-Aug-2023	01-Sep-2023													
NJ Tax Credit Initial Submission		12-Jan-2023	03-Apr-2023													
Phase IIA - Design Development (04/03/2023 - 06/26/2023)		19-Apr-2023	19-Apr-2023													
Design Presentation #1		03-May-2023	03-May-2023													
Design Presentation #2		15-May-2023	15-May-2023													
50% Submission Design Development Submission to MM		31-May-2023	31-May-2023													
Design Presentation #3		07-Jun-2023	07-Jun-2023													
Design Presentation #4		26-Jun-2023	26-Jun-2023													
Design Development Phase Final Submission to MM		02-Oct-2023	02-Oct-2023													
Phase IIB - Construction Documents (06/27/2023 - 01/08/2024)		02-Oct-2023	02-Oct-2023													
50% CD Submission to Madison Marquette		11-Dec-2023	11-Dec-2023													
90% CD Submission to Madison Marquette		08-Jan-2024	08-Jan-2024													
Turnover to Madison Marquette		29-Aug-2023	29-Feb-2024													
CAFRA		08-Dec-2023	29-Mar-2024													
Building Permits		01-Apr-2024	01-Apr-2024													
NTP to Contractor/Start of Construction		01-Apr-2024	01-Apr-2024													
Phase IIIA - Construction Administration (03/29/2024 - 03/29/2026)		01-Apr-2024	01-Apr-2024													
Mobilizen on Site		01-May-2024	01-May-2024													
Demolish East Elevation		01-May-2024	30-May-2024													
North Exterior Elevation Repairs		01-May-2024	01-Sep-2024													
East Elevation Rebuild		01-Jun-2024	01-Nov-2024													
Convention Hall Interiors		01-Jun-2024	30-Mar-2026													
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Roof Work		01-Oct-2024	01-Jun-2025													
South Elevation Repairs		01-Apr-2025	01-Aug-2025													
West Elevation Repairs		01-Jun-2025	01-Oct-2025													
End of Construction		01-Apr-2026	01-Apr-2026													

ASBURY PARK CONVENTION HALL | Anticipated Construction Schedule

Project Overview (07/22/2022 - 03/29/2026)									
Project Assigned / Phase I Proposal Signed	19-Aug-2022	19-Aug-2022	19-Aug-2022	19-Aug-2022	19-Aug-2022	19-Aug-2022	19-Aug-2022	19-Aug-2022	19-Aug-2022
Initial Site Visit	22-Aug-2022	22-Aug-2022	22-Aug-2022	22-Aug-2022	22-Aug-2022	22-Aug-2022	22-Aug-2022	22-Aug-2022	22-Aug-2022
Project Planning & Evaluation Phase	22-Aug-2022	23-Jan-2023	23-Jan-2023	23-Jan-2023	23-Jan-2023	23-Jan-2023	23-Jan-2023	23-Jan-2023	23-Jan-2023
Schematic Design Submission	23-Jan-2023	03-Apr-2023	03-Apr-2023	03-Apr-2023	03-Apr-2023	03-Apr-2023	03-Apr-2023	03-Apr-2023	03-Apr-2023
Phase II & Phase III Proposals from GMMMA Consultants	20-Mar-2023	20-Mar-2023	20-Mar-2023	20-Mar-2023	20-Mar-2023	20-Mar-2023	20-Mar-2023	20-Mar-2023	20-Mar-2023
Phase II & Phase III Proposal to MM	23-Mar-2023	23-Mar-2023	23-Mar-2023	23-Mar-2023	23-Mar-2023	23-Mar-2023	23-Mar-2023	23-Mar-2023	23-Mar-2023
Phase IIA - Design Development	03-Apr-2023	26-Jun-2023	26-Jun-2023	26-Jun-2023	26-Jun-2023	26-Jun-2023	26-Jun-2023	26-Jun-2023	26-Jun-2023
Aspire Tax Credit Submission	03-Apr-2023	16-Jun-2023	16-Jun-2023	16-Jun-2023	16-Jun-2023	16-Jun-2023	16-Jun-2023	16-Jun-2023	16-Jun-2023
Phase IIA - Design Development: Signed Proposal	12-Apr-2023	12-Apr-2023	12-Apr-2023	12-Apr-2023	12-Apr-2023	12-Apr-2023	12-Apr-2023	12-Apr-2023	12-Apr-2023
NJ Tax Credit Deadline	14-Apr-2023	14-Apr-2023	14-Apr-2023	14-Apr-2023	14-Apr-2023	14-Apr-2023	14-Apr-2023	14-Apr-2023	14-Apr-2023
NPS Tax Credit Submission	14-Apr-2023	14-Apr-2023	14-Apr-2023	14-Apr-2023	14-Apr-2023	14-Apr-2023	14-Apr-2023	14-Apr-2023	14-Apr-2023
NJ Easement Application	26-Jun-2023	26-Jun-2023	26-Jun-2023	26-Jun-2023	26-Jun-2023	26-Jun-2023	26-Jun-2023	26-Jun-2023	26-Jun-2023
Phase IIB - Construction Documents	26-Jun-2023	08-Jan-2024	08-Jan-2024	08-Jan-2024	08-Jan-2024	08-Jan-2024	08-Jan-2024	08-Jan-2024	08-Jan-2024
Phase IIC - Building Permit Application	08-Dec-2023	27-Feb-2024	27-Feb-2024	27-Feb-2024	27-Feb-2024	27-Feb-2024	27-Feb-2024	27-Feb-2024	27-Feb-2024
Phase IIC - Bidding	08-Dec-2023	27-Feb-2024	27-Feb-2024	27-Feb-2024	27-Feb-2024	27-Feb-2024	27-Feb-2024	27-Feb-2024	27-Feb-2024
Phase IIIA - Construction Administration	29-Mar-2024	29-Mar-2024	29-Mar-2024	29-Mar-2024	29-Mar-2024	29-Mar-2024	29-Mar-2024	29-Mar-2024	29-Mar-2024
Colliers Site/Civil Schedule of Approvals									
Conceptual Site Plans	01-Mar-2023	29-May-2023	29-May-2023	29-May-2023	29-May-2023	29-May-2023	29-May-2023	29-May-2023	29-May-2023
City of Asbury Park Technical Review Committee	29-May-2023	17-Jun-2023	17-Jun-2023	17-Jun-2023	17-Jun-2023	17-Jun-2023	17-Jun-2023	17-Jun-2023	17-Jun-2023
State of New Jersey - NJDEP Historic Preservation Office	29-May-2023	25-Sep-2023	25-Sep-2023	25-Sep-2023	25-Sep-2023	25-Sep-2023	25-Sep-2023	25-Sep-2023	25-Sep-2023
State of New Jersey - CAFRA Compliance	29-May-2023	24-Nov-2023	24-Nov-2023	24-Nov-2023	24-Nov-2023	24-Nov-2023	24-Nov-2023	24-Nov-2023	24-Nov-2023
Monmouth County - Approvals	19-Jun-2023	18-Jul-2023	18-Jul-2023	18-Jul-2023	18-Jul-2023	18-Jul-2023	18-Jul-2023	18-Jul-2023	18-Jul-2023
City of Asbury Park - Planning Board Site Plan Application	19-Jun-2023	02-Aug-2023	02-Aug-2023	02-Aug-2023	02-Aug-2023	02-Aug-2023	02-Aug-2023	02-Aug-2023	02-Aug-2023
Monmouth County - Soil Erosion	19-Jun-2023	02-Aug-2023	02-Aug-2023	02-Aug-2023	02-Aug-2023	02-Aug-2023	02-Aug-2023	02-Aug-2023	02-Aug-2023
City of Asbury Park - City Redevelopment Agency	03-Aug-2023	01-Sep-2023	01-Sep-2023	01-Sep-2023	01-Sep-2023	01-Sep-2023	01-Sep-2023	01-Sep-2023	01-Sep-2023
Phase IIC - New Jersey Tax Credit Application (01/12/2023 - 04/03/2023)	12-Jan-2023	03-Apr-2023	03-Apr-2023	03-Apr-2023	03-Apr-2023	03-Apr-2023	03-Apr-2023	03-Apr-2023	03-Apr-2023
NJ Tax Credit Initial Submission	12-Jan-2023	03-Apr-2023	03-Apr-2023	03-Apr-2023	03-Apr-2023	03-Apr-2023	03-Apr-2023	03-Apr-2023	03-Apr-2023
Phase IIA - Design Development (04/03/2023 - 06/26/2023)	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023	19-Apr-2023
Design Presentation #1	03-May-2023	03-May-2023	03-May-2023	03-May-2023	03-May-2023	03-May-2023	03-May-2023	03-May-2023	03-May-2023
Design Presentation #2	15-May-2023	15-May-2023	15-May-2023	15-May-2023	15-May-2023	15-May-2023	15-May-2023	15-May-2023	15-May-2023
50% Submission Design Development Submission to MM	31-May-2023	31-May-2023	31-May-2023	31-May-2023	31-May-2023	31-May-2023	31-May-2023	31-May-2023	31-May-2023
Design Presentation #3	07-Jun-2023	07-Jun-2023	07-Jun-2023	07-Jun-2023	07-Jun-2023	07-Jun-2023	07-Jun-2023	07-Jun-2023	07-Jun-2023
Design Presentation #4	26-Jun-2023	26-Jun-2023	26-Jun-2023	26-Jun-2023	26-Jun-2023	26-Jun-2023	26-Jun-2023	26-Jun-2023	26-Jun-2023
Design Development Phase Final Submission to MM	02-Oct-2023	02-Oct-2023	02-Oct-2023	02-Oct-2023	02-Oct-2023	02-Oct-2023	02-Oct-2023	02-Oct-2023	02-Oct-2023
Phase IIB - Construction Documents (06/27/2023 - 01/08/2024)	11-Dec-2023	11-Dec-2023	11-Dec-2023	11-Dec-2023	11-Dec-2023	11-Dec-2023	11-Dec-2023	11-Dec-2023	11-Dec-2023
50% CD Submission to Madison Marquette	08-Jan-2024	08-Jan-2024	08-Jan-2024	08-Jan-2024	08-Jan-2024	08-Jan-2024	08-Jan-2024	08-Jan-2024	08-Jan-2024
90% CD Submission to Madison Marquette	29-Aug-2023	29-Feb-2024	29-Feb-2024	29-Feb-2024	29-Feb-2024	29-Feb-2024	29-Feb-2024	29-Feb-2024	29-Feb-2024
Turnover to Madison Marquette	08-Dec-2023	29-Mar-2024	29-Mar-2024	29-Mar-2024	29-Mar-2024	29-Mar-2024	29-Mar-2024	29-Mar-2024	29-Mar-2024
Phase IIC - Permitting & Bidding (12/08/2023 - 03/29/2024)	01-Apr-2024	01-Apr-2024	01-Apr-2024	01-Apr-2024	01-Apr-2024	01-Apr-2024	01-Apr-2024	01-Apr-2024	01-Apr-2024
CAFRA	01-Apr-2024	01-Apr-2024	01-Apr-2024	01-Apr-2024	01-Apr-2024	01-Apr-2024	01-Apr-2024	01-Apr-2024	01-Apr-2024
Building Permits	01-Apr-2024	01-Apr-2024	01-Apr-2024	01-Apr-2024	01-Apr-2024	01-Apr-2024	01-Apr-2024	01-Apr-2024	01-Apr-2024
NTP to Contractor/Start of Construction	01-Apr-2024	01-Apr-2024	01-Apr-2024	01-Apr-2024	01-Apr-2024	01-Apr-2024	01-Apr-2024	01-Apr-2024	01-Apr-2024
Mobilize on Site	01-Apr-2024	01-May-2024	01-May-2024	01-May-2024	01-May-2024	01-May-2024	01-May-2024	01-May-2024	01-May-2024
Demolish East Elevation	01-May-2024	30-May-2024	30-May-2024	30-May-2024	30-May-2024	30-May-2024	30-May-2024	30-May-2024	30-May-2024
North Exterior Elevation Repairs	01-May-2024	01-Sep-2024	01-Sep-2024	01-Sep-2024	01-Sep-2024	01-Sep-2024	01-Sep-2024	01-Sep-2024	01-Sep-2024
East Elevation Rebuild	01-Jun-2024	01-Nov-2024	01-Nov-2024	01-Nov-2024	01-Nov-2024	01-Nov-2024	01-Nov-2024	01-Nov-2024	01-Nov-2024
Convention Hall Interiors	01-Jun-2024	30-Mar-2025	30-Mar-2025	30-Mar-2025	30-Mar-2025	30-Mar-2025	30-Mar-2025	30-Mar-2025	30-Mar-2025
Grand Arcade Interiors	01-Sep-2024	30-Mar-2025	30-Mar-2025	30-Mar-2025	30-Mar-2025	30-Mar-2025	30-Mar-2025	30-Mar-2025	30-Mar-2025
Paramount Theater Interiors	01-Sep-2024	01-Apr-2025	01-Apr-2025	01-Apr-2025	01-Apr-2025	01-Apr-2025	01-Apr-2025	01-Apr-2025	01-Apr-2025
Roof Work	01-Oct-2024	01-Jun-2025	01-Jun-2025	01-Jun-2025	01-Jun-2025	01-Jun-2025	01-Jun-2025	01-Jun-2025	01-Jun-2025
South Elevation Repairs	01-Apr-2025	01-Aug-2025	01-Aug-2025	01-Aug-2025	01-Aug-2025	01-Aug-2025	01-Aug-2025	01-Aug-2025	01-Aug-2025
West Elevation Repairs	01-Jun-2025	01-Oct-2025	01-Oct-2025	01-Oct-2025	01-Oct-2025	01-Oct-2025	01-Oct-2025	01-Oct-2025	01-Oct-2025
End of Construction	01-Apr-2026	01-Apr-2026	01-Apr-2026	01-Apr-2026	01-Apr-2026	01-Apr-2026	01-Apr-2026	01-Apr-2026	01-Apr-2026

ASBURY PARK CONVENTION HALL | Anticipated Construction Schedule

Attachment: Subrecipient Agreement Of The Mayor And City Council Of The City Of Asbury Park To Resolution Of The Mayor And City Council Of The City Of Asbury Park To

Project Overview (07/22/2022 - 03/29/2026)		Start	End	1	8	15	22	1	8	15	22	29	5	12	19	26
Project Assigned / Phase I Proposal Signed		19-Aug-2022	19-Aug-2022													
Initial Site Visit		22-Aug-2022	22-Aug-2022													
Project Planning & Evaluation Phase		22-Aug-2022	23-Jan-2023													
Schematic Design Submission		23-Jan-2023	03-Apr-2023													
Phase II & Phase III Proposals from GMMMA Consultants		20-Mar-2023	20-Mar-2023													
Phase II & Phase III Proposal to MM		23-Mar-2023	23-Mar-2023													
Phase IIIA - Design Development		03-Apr-2023	16-Jun-2023													
Aspire Tax Credit Submission		12-Apr-2023	12-Apr-2023													
Phase IIIA - Design Development: Signed Proposal		14-Apr-2023	14-Apr-2023													
NJ Tax Credit Deadline		14-Apr-2023	14-Apr-2023													
NPS Tax Credit Submission		14-Apr-2023	14-Apr-2023													
NJ Easement Application		26-Jun-2023	08-Jan-2024													
Phase IIIB - Construction Documents		08-Dec-2023	27-Feb-2024													
Phase IIIC - Building Permit Application		08-Dec-2023	27-Feb-2024													
Phase IIIC - Bidding		29-Mar-2024	29-Mar-2026													
Phase IIIA - Construction Administration																
Colliers Site/Civil Schedule of Approvals																
Conceptual Site Plans		01-Mar-2023	29-May-2023													
City of Asbury Park Technical Review Committee		29-May-2023	17-Jun-2023													
State of New Jersey - NJDEP Historic Preservation Office		29-May-2023	25-Sep-2023													
State of New Jersey - CAFRA Compliance		29-May-2023	24-Nov-2023													
Mormouth County - Approvals		19-Jun-2023	18-Jul-2023													
City of Asbury Park - Planning Board Site Plan Application		19-Jun-2023	02-Aug-2023													
Mormouth County - Soil Erosion		19-Jun-2023	02-Aug-2023													
City of Asbury Park - City Redevelopment Agency		03-Aug-2023	01-Sep-2023													
Phase IIC - New Jersey Tax Credit Application (01/12/2023 - 04/03/2023)		12-Jan-2023	03-Apr-2023													
NJ Tax Credit Initial Submission																
Phase IIIA - Design Development (04/03/2023 - 06/26/2023)		19-Apr-2023	19-Apr-2023													
Design Presentation #1		03-May-2023	03-May-2023													
Design Presentation #2		15-May-2023	15-May-2023													
50% Submission Design Development Submission to MM		31-May-2023	31-May-2023													
Design Presentation #3		07-Jun-2023	07-Jun-2023													
Design Presentation #4		26-Jun-2023	26-Jun-2023													
Design Development Phase Final Submission to MM																
Phase IIIB - Construction Documents (06/27/2023 - 01/08/2024)		02-Oct-2023	02-Oct-2023													
50% CD Submission to Madison Marquette		11-Dec-2023	11-Dec-2023													
90% CD Submission to Madison Marquette		08-Jan-2024	08-Jan-2024													
Turnover to Madison Marquette																
Phase IIIC - Permitting & Bidding (12/08/2023 - 03/29/2024)		29-Aug-2023	29-Feb-2024													
CAFRA		08-Dec-2023	29-Mar-2024													
Building Permits																
Phase IIIIA - Construction Administration (03/29/2024 - 03/29/2026)		01-Apr-2024	01-Apr-2024													
NTP to Contractor/Start of Construction		01-Apr-2024	01-May-2024													
Mobilize on Site		01-May-2024	30-May-2024													
Demolish East Elevation		01-May-2024	01-Sep-2024													
North Exterior Elevation Repairs		01-Jun-2024	01-Nov-2024													
East Elevation Rebuild		01-Jun-2024	30-Mar-2026													
Convention Hall Interiors		01-Sep-2024	30-Mar-2025													
Grand Arcade Interiors		01-Sep-2024	01-Apr-2025													
Paramount Theater Interiors		01-Oct-2024	01-Jun-2025													
Roof Work		01-Apr-2025	01-Aug-2025													
South Elevation Repairs		01-Jun-2025	01-Oct-2025													
West Elevation Repairs		01-Apr-2026	01-Apr-2026													
End of Construction																

Economic Context and Benefit to State: Madison Asbury Convention Hall Tax Credit Allocation

Pages 193-195 of Complete Application

Explains the inability to complete the Project with private capital alone and summarizes additional restoration project which would be made possible after the successful restoration of Convention Hall, including Steam Plant, Casino Building Complex, Sunset Pavilion, and Second Avenue Pavilion

Economic Context and Benefit to State Madison Asbury Convention Hall Tax Credit Allocation

This Madison Asbury Convention Hall application provides extensive support that the rehabilitation and modernization music venue and performance hall Project cannot be undertaken without the support of State historic, Aspire and Federal historic tax credits.

As the information included within this application indicates, the scale and complication of the Convention Hall revitalization project and the associated inadequate return on investment makes it impossible to underwrite the project with private capital alone. As a result, State and Federal support are central components to realizing the restoration and restarting of music and other performance activity within this iconic nationally listed historic building, a defining feature of the New Jersey shore.

The application herein also details a clear case of how the future performance, theatre, music and ancillary activity within the Convention Hall itself will create corresponding economic benefit to the State through employment, additional overnight visitation and expenditure through operations and by visitor, many of which will travel from outside of New Jersey to attend events and concerts creating net inflow of economic activity and revenue to the State.

What may not be as obvious however, is how a rehabilitated, revitalized, and reactivated Convention Hall will serve as the anchor and catalyst for the next wave of investment and associated economic activity along the Asbury Boardwalk.

Because the Convention Hall is a wholly owned subsidiary of Madison Asbury Retail, the entity which controls a large number of facilities and parcels along or in close proximity to the Boardwalk, Madison has planned for a revitalized Convention Hall to be the trigger/catalyst for more than \$80 million in additional private investment in other facilities along the Boardwalk in close proximity. This investment in sum is aimed at furthering the goal of returning Asbury Park to its historic position as one of the most important and vibrant visitor and entertainment destinations in the State of New Jersey and most important modern music destinations along the eastern seaboard of the United States. The investment noted above will be in addition to the \$70 million which Madison Asbury Retail has already invested in Asbury Park Boardwalk buildings and venues and the [REDACTED] million reinvestment program slated for the Convention Hall. In this respect, the Convention Hall "Project" is much more than the restoration of the Convention Hall building itself as detailed within the narrow definition of this application. The Project has significantly broader economic implications for Asbury Park and the State.

Take for example the following investments and components which Madison Asbury Retail is prepared to undertake once the Convention Hall restoration is funded and there is a clear timeline to begin operations:

- *Steam Plant* – The redevelopment of the historic Steam Plant will feature three levels of over 15,000 ft. of wedding and special occasion event space, a rooftop bar and lounge with panoramic views of the ocean, boardwalk, Wesley Lake and Asbury Park – and unmatched sunset views. A new café with a roof top dining area with beach and ocean views will be added on the east side of the building along the boardwalk.
- *Casino Building Complex* – The Casino Building complex is being redeveloped to include four complimentary components, coming together as a multi-faceted, year-round entertainment, dining, specialty retail and food destination. Components include:
 - *The Carousel House* – the ornate copper-clad rotunda overlooking Carousel Plaza and Wesley Lake, and the entrance to Casino Hall, which is being renovated to feature a 5,000 sf. bar and café.
 - *Casino Hall* – an historic 28,000 ft. vaulted-ceiling hall featuring a mix of destination dining and a specialty food market.
 - *The Arcade* – 12,000 ft of specialty retail and food shops lining the boardwalk that runs through the enclosed soaring class atrium connecting Casino Hall and Casino East (need better name).
 - *Stone Pony Summer Stage* – the Stone Pony Summer Stage will be a 5,000-capacity world class outdoor amphitheater located on the second level of a newly constructed beachfront building with sweeping boardwalk and ocean views. The Summer Stage builds upon the legendary Stone Pony and the operations of the indoor Convention Hall and Paramount Theatre, establishing leverage with promoters who are seeking to schedule a wider variety of artists in the region.
 - *Boardwalk Social* – located on the beach level below the Stone Pony Summer Stage, Boardwalk Social will feature 20,000 ft. of indoor and outdoor dining, entertainment, games and special events year-round.
- *Sunset Pavilion* – the 32,000 ft. Sunset Pavilion is being updated to feature a destination collection of contemporary beach and surf lifestyle retail shops, a themed café, bar and lounge – centered around a 2,000 ft. indoor wave pool, a dynamic year-round attraction drawing younger less experienced surfers, more seasoned wave riders and non-surfing spectators enjoying other offerings within the Pavilion. Sunset will be further activated through a monthly calendar of live performances, events, films, artist exhibits, sponsored demonstrations, and health and fitness classes.
- *Second Avenue Pavilion* – Second Avenue Pavilion will be a newly constructed two-level 31,600 ft. building featuring a collection of best-in-class local and regional retail boutiques, special food venues, amusements and second level events spaces.

Asbury Park Convention Hall: Narrative re: Financing Structure

Page 94 of the Complete Application

Brief summary of financing structure

Asbury Park Convention Hall
Narrative RE: Financing Structure

The Project Sponsor, which is the owner of a historic building and is also the New Jersey State Historic Tax Credit ("SHTC") applicant, will incur rehabilitation costs ("Eligible Costs") that will generate SHTCs. At time of financial closing, which is anticipated to be about when construction commences, the Sponsor will obtain a Tax Credit Equity bridge loan as part of the overall Project capital stack, the proceeds of which will be used to fund a portion of Project Eligible Costs. Simultaneous with the start of construction, the Sponsor will enter into an agreement with a SHTC Investor whereby the Sponsor will sell the SHTCs the Project will generate to such Investor at an anticipated rate of \$.90 per dollar of SHTCs, which is a price that is greater than the \$.85 minimum pricing as required by the legislation. The Sponsor has engaged Novogradac & Company LLP, the leading tax credit advisor in the country, to advise the Project on the entire process and to guide the Sponsor in accessing the tax credit investor market and in negotiating terms. The sale of the SHTCs will occur after all construction is completed. The proceeds of this sale will be used to write down the cost of the permanent loan to ensure the project's viability.

Asbury Park Convention Hall Historic Fabric/Integrity

Pages 281-282 of Complete Application

Brief summary of historic style of the Project and impacts and
modifications over time

Asbury Park Convention Hall Historic Fabric / Integrity

Conceived as 'the finest structure of its kind along the Atlantic Coast', Asbury Park Convention Hall and Paramount Theater opened its doors in 1928 and was listed into the National Register (NR) of Historic Places in March of 1979. Designed by Warren and Wetmore in a kind of eclectic style, Warren and Wetmore made use of nautical themes and were influenced by the recent design of Coney Island in New York. The quality and extent of the surviving interior and exterior ornaments and finishes heightens the architectural significance of the Convention Hall.

The NR notes, "Although the placement of the ornamentation, in its symmetry and density, conforms to the classical masonry tradition, a predominance of stylized animal and plant forms, especially the geographically 'correct' or symbolic use of seashells, dolphins and seahorses, suggests the influence of the early days of Art Deco. Other maritime themes are represented in the four copper sailing ships, nautical lanterns, and cast stone anchors. In addition, there is an abundance of floral decoration, pottery, and a few eagles."

The exterior ornamentation, materials, and light fixtures have been largely unaltered since 1928. As such, the exterior is quickly deteriorating from the hard exposure to the sun, saltwater environment and severe weather. Terra cotta and brick masonry have cracked and delaminated due to the structural steel behind swelling with rust. Much of the terra cotta glazing has reached the end of its lifespan and has delaminated in many areas allowing the deterioration of the units behind. However, despite this deterioration, the materials and their configuration clearly illustrate the architects' original vision. Modification to the exterior have occurred in regard to windows, doors, and ADA access, but all were tastefully executed and have not hindered the original design intent.

On the interior there is a mix of original finishes, space arrangements, and character defining features and contemporary elements. One area where this is evident is the women's toilet room where the original toilet room and its finishes remain, but new fixtures have been installed and a second room added with additional facilities. Tenant spaces have been continuously updated throughout the building's operation and while the historic storefronts remain around the loggias, the space behind has been altered to fit the needs of the tenant.

The Paramount Theater has been damaged on multiple occasions as a result of roof failures and flooding during large rain events; thus the original seating and floor finishes have long been lost to history. The proscenium is intact, but very deteriorated. A previous restoration effort restored the theater ceiling, historic lighting, and walls. Unfortunately, since then, more rain infiltration events have occurred causing damage to those efforts. It is possible that some of the seating in the mezzanine is original, however this has not been confirmed.

The Convention Hall in layout has not changed much since 1928. The stepped seating areas are complete, but are not conducive to modern sensibilities. The heavy loads of concrete beams to support the seating interfere with usable space underneath and have structural issues. Guard railings and egress paths are not up to current codes. While historic buildings qualify for exceptions, the large occupancy of this space urges a more code compliant and contemporary approach to safely evacuate occupants.

Overall, the project goal is to return Asbury Park Convention Hall and Paramount Theater for use by the public as it has been since its opening in 1928 and to retain the historic integrity of the structure. This effort will also seek to provide contemporary amenities wherever possible within the historic surroundings. This will ensure that the complex remains relevant to contemporary culture and thus, the future of this Jersey Shore icon.

Detailed Description of Rehabilitation Work

Pages 306-317 of Complete Application

Brief descriptions of the existing condition of Project
components to be restored

HISTORIC PROPERTY REINVESTMENT PROGRAM

Name of Project: Asbury Convention Hall Music & Performance Venues Restoration/Modernization

Historic Name of Property: Asbury Convention Hall

1 of 12

Detailed description of rehabilitation Work

Use this page to describe all work or create a comparable format with this information. Number items consecutively to describe all work, including building exterior and interior, additions, site work, landscaping, and new construction. Use as many pages as needed.

Number 1	Feature <u>Overview</u> Approximate Date of feature <u>1925 and various updates</u>
Describe existing feature and its condition: Asbury Park Convention Hall is comprised of three structures: the 3,500 seat Convention Hall on the east, the iconic 1,600 seat Paramount Theater on the west, and the Boardwalk thoroughfare, Grand Arcade, joining the two. Placed between Ocean Ave. and the Atlantic Ocean, it has served as a resort beach location for New Yorkers and Jersey citizens alike since its opening. This complex hosts an eclectic mix of small format retailers, food offerings, year-round concerts, corporate events, and other programming. The North and South sides of the building are homes to two very popular outdoor bars which overlook the beach and ocean, public restrooms, and two main beach access points. The steel, concrete, and masonry building was designed by Warren and Wetmore, who took inspiration from the recently complete Coney Island Childs Restaurant and lingering beaux-arts style. It was revealed in 1928 at a total cost of \$4.5 million which included additional beach front buildings and the boardwalk. While the complex historically has had maximum usage during the summer months, year-round programming has always been offered during the winter months in both the Convention Hall and Paramount Theater. Currently, both are shut down by the City of Asbury Park due to structural and envelope concerns. Several various campaigns have repaired parts of the building, but the continued extreme exposure to the daily wear of the ocean, events like hurricane Sandy, and high traffic use of hundreds of thousands of visitors have taken their toll on this historic structure. Photo no. <u>Hist Signif – 1.4-6; Ex Cond – 1, 2, 4, 8, 11, 13, 14, 16</u> Drawing no <u>A201-A204</u>	
Describe work and impact on feature: The complex will receive extensive structural and envelope repairs in order to return it to full functioning capacity. The uses of the three buildings will continue in the same manner as prior to the structural limitations.	
Number 2	Feature <u>Site</u> Approximate Date of feature <u>unknown</u>
Describe existing feature and its condition: The site is split into two major zones: the streetscape/boardwalk and the beach. Over the course of the last century, many changes have occurred at Convention Hall with limited records. Major site changes have occurred over time: ancillary buildings were torn down, the elevation of the beach raised by about 8', and the boardwalk was moved to the west (has been redone after several hurricanes). The constant tides caused deterioration to the piers soon after the building was opened and, as a result, two previous structural repair campaigns have occurred to shore up the underside of Convention Hall. While a breakwater was installed immediately east of the building in the 1970's, slowing the deterioration, the extreme exposure and additional 8' of sand have continued to cause damage to the piers on which the building bears. Currently the deterioration of the structure is such that it is unsafe to use the hall above for public use. Photo no. <u>Hist Signif – 1, 3, 4; Ex Cond – 1, 2, 4, 11, 13; Struc Cond – 16, 17</u> Drawing no <u>A101, A201-A204, Proposed Building Repair Grading</u>	
Describe work and impact on feature: In order to perform structural repairs under the slab, approximately 3,600 cubic yards of fill sand must be moved away from the building. Since the additional fill has accelerated damage to the structural piers, once repairs are completed, the sand will not be returned under the building, rather, it will be spread along the adjacent beach. The total area of beach disturbance is approximately 2,800 SF. While it is unlikely that any archaeology resources will be found due to the extensive fill, the ownership has retained an archaeologist on the team who is experienced with beachfront and marine archaeology. The archeological firm deploys a broad spectrum of field methods to meet local, state, and federal guidelines, including systematic pedestrian survey, subsurface testing, and when needed, remote sensing. In addition, some repairs to a dry well on the west side of the building will occur and a second dry well installed to aid in draining this high pedestrian area after rain events.	

HISTORIC PROPERTY REINVESTMENT PROGRAM

Name of Project: Asbury Convention Hall Music & Performance Venues Restoration/Modernization

Historic Name of Property: Asbury Convention Hall

2 of 12

Number 3	Feature <u>Exterior Overview</u> Approximate Date of feature <u>1925</u>
Describe existing feature and its condition: The Convention Hall measures 230 feet wide (north-south) and extends 215 feet easterly from the edge of the boardwalk. There is a 20-foot-wide open loggia (first floor) and promenade (second floor) on the north, east, and south sides. The loggias on the first floor are open air and finished with concrete, stucco, and brick. The "interior" exterior wall has a series of storefront and banks of doors leading either into restrooms or the Convention Hall. The exterior wall of the loggias are bays of a brick columns and metal railing pair. On the second floor, the brick columns extend upward, but instead of a metal railing there are three windows with brick infill to completely enclose the second floor. Originally, copper panels were applied between the window sill and the opening below, but these were stolen from the structure at an unknown time exposing the brick and steel below to weather. Through visual observation and follow up probes to remove masonry, rusted steel beams and columns were observed within all exterior walls at each building level. Temporary shoring of the rusted framing, supplemental new framing, and restrictions of some areas have been provided until the rusted steel framing in the exterior walls can be repaired. Steel expansion due to the rust has caused cracks and deterioration in façade masonry. Paramount Theater is 230 feet by 104 feet with the entrance to the Theater at the south side through a section of the loggia enclosed as a foyer. Photo no. <u>Hist Signif – 1, 4-11, 13, 16, 48; Ex Cond – 1-4, 8-16, 18, 20, 25, 26, 28, 33; Struc Cond – 1-12, 19-23, 25, 26</u> Drawing no. <u>A101, A102, A201-A204, A201.00-A204.00</u>	
Describe work and impact on feature: This complex requires broad repairs to the building envelope. The team proposes extensive removal of masonry, repair to the steel skeletal frame, and inserting contemporary materials where it will add to the water fastness of the structural envelope while not impacting the historic character in a negative manner. This will ensure that the complex remains safe for the foreseeable future and thus, safeguard the future of this Jersey Shore icon. On the interior, the building will see modernization of the mechanical systems, upgraded lighting systems, and finishes refreshed. Historic material will remain mostly undisturbed except where conditions and code compliance require changes. New rigging systems will be installed in Paramount Theater and Convention Hall to allow a greater flexibility in what event/shows/concerts can be accommodated in the space. This is required to stay relevant with performing venues and provide an income stream for the building's maintenance. Overall, the project goal is to restore this significant structure and return the Asbury Park Convention Hall and Paramount Theater for use by the public, as it has been since its opening in 1928, and to continue the long legacy as a major contributor to the arts and culture on the Jersey Shore.	
Number 4	Feature <u>Brick Masonry</u> Approximate Date of feature <u>1925</u>
Describe existing feature and its condition: Brick masonry is the predominate building material for the exterior walls, fully encasing the steel skeleton. The conditions seen are typical across the entire structure and include cracked and missing pointing, extensive cracking across the masonry units, and spalling and displaced brick. After on site visual observation and follow up probes, it was confirmed that the primary cause of brick masonry damage is steel deterioration and swelling due to rust. The easternmost bay of the building has become structurally unstable and is not safe for occupancy. It appears that the brick masonry has pulled away from the 2nd floor structure and is extremely displaced from the correct position. As a temporary measure several steel elements were added to stabilize the bay until a full restoration could be planned. Photo no. <u>Hist Signif – 4, 5; Ex Cond – 2, 7, 10-16, 23, 24, 37, 39-42, 44, 46; Struc Cond – 11, 12, 18, 24, 26</u> Drawing no. <u>A201-A204, A210-A214, A220-A221, A230-A233</u>	
Describe work and impact on feature: Due to the extreme displacement and structural instability, the entire easternmost bay must be rebuilt. The brick masonry will be salvaged and cleaned for reinstallation. The brick will be rebuilt in the same configuration as it currently exists.	

HISTORIC PROPERTY REINVESTMENT PROGRAM

Name of Project: Asbury Convention Hall Music & Performance Venues Restoration/Modernization

Historic Name of Property: Asbury Convention Hall

3 of 12

Number 5	Feature <u>Terracotta Masonry</u> Approximate Date of feature <u>1925</u> Describe existing feature and its condition: The terra cotta masonry is a combination of flat face and decorative motifs in seashells, dolphins, seahorses, etc.; rusticated in some areas with quoins. The main body of terra cotta is a cream color and the decorative motifs vary in color, often with multiple colors in the same piece. These colors include green, white, purple, black, and yellow. Generally, the terra cotta units are in fair to poor condition. All visibly accessible units have crazed glazing at a minimum, with a majority of the units having some level of spalled/missing glazing. Many more units show the structural issues of the building's skeleton: steel. These units have long cracks, some of which are large in width with surface displacement between the two pieces. Several other units have shattered, fallen out/removed, or are netted due to safety concerns. Many test probes were completed in the terra cotta masonry to help inform the future connection of replica units. The anchors found in these probes are very deteriorated and cannot be reinstalled. The decorative terra cotta has fared better in reference to glazing loss, however these units have seen deterioration of the relief patterns and several small spalls can be viewed as missing or caught by the netting protection. Due to this, many decorative motifs have lost some definition depending on the style, color, and location on the building. In addition, the colors are very deteriorated in some areas. Photo no. <u>Hist Signif – 4, 5, 16, 20, 21; Ex Cond – 2-8, 10, 11, 13, 14, 16, 18, 20-22, 25, 26, 28, 30, 31, 42-44, 47; Struc Cond – 25</u> Drawing no <u>A201-A204, A210-A214, A220-A221, A230-A233, A500-A501</u> Describe work and impact on feature: Where necessary, terra cotta will be removed for steel repairs. The units will be removed carefully, and efforts will be made to retain the unit for reinstallation. However, in the design team's past experience, terra cotta is susceptible to shattering when removed from the façade. Two proposed replacement options have been developed by the team: 1) Replica, in kind, replacement with terra cotta or 2) Replication replacement with a system similar to that of Edison Coatings Cast Cotta. The current design approach is that, where patrons are close to the terra cotta units, that terra cotta replacements be used, saving the less visually close for a Cast Cotta type product. New stainless steel ties/anchors and reinforcement will be installed on new units and units salvaged for reinstallation.
Number 6	Feature <u>Windows</u> Approximate Date of feature <u>2007 and unknown</u> Describe existing feature and its condition: There are 3 styles of aluminum framed windows in the Convention Hall complex: double hung or triple hung on the Convention Hall and fixed windows on the Grand Arcade. Currently, the Paramount Theater only has windows at the entrance to the second floor bar area. However, historically there were large windows on the first floor of the south façade and the second floor of the west façade. These windows were infilled, at an unknown date, with brick or terra cotta. The existing windows were installed in 2007, but due to the intense weather conditions some are already in poor condition, especially on the east side where the structure is failing. Photo no. <u>Hist Signif – 23, 24, 29, 43, 44, 65; Ex Cond – 8, 10-13, 33, 34, 44; Struc Cond – 11</u> Drawing no <u>A232</u> Describe work and impact on feature: The second floor promenade windows on the east façade will be replaced with new to match the existing in design, material, and color. The remaining Convention Hall and Grand Arcade windows will be repaired as necessary in accordance with NPS Preservation Briefs.
Number 7	Feature <u>Doors</u>

HISTORIC PROPERTY REINVESTMENT PROGRAM

Name of Project: Asbury Convention Hall Music & Performance Venues Restoration/Modernization

Historic Name of Property: Asbury Convention Hall

4 of 12

	Approximate Date of feature <u>Various dates</u> Describe existing feature and its condition: There are multiple styles of doors in the Convention Hall complex. The exterior door types are a mixture of overhead, full lites, panel, and solid. The original doors are metal clad wood; however, the complex has multiple contemporary doors as well. Overall, the exterior doors are in poor condition due to rust, deteriorated paint, and/or deteriorated trim. The access from each end of the Paramount Theater's second floor mezzanine to the occupiable roof area has a temporary contemporary door set into a large contemporary plywood infill. It does not appear that the historic entry/doors exist under the plywood. On the interior, the doors are wood. The doors are a mixture of panel and solid doors. In general, the doors are in fair condition. Most of the doors have normal wear and tear while some doors, typically ones for auxiliary spaces, have deteriorated paint and/or missing hardware which will require more extensive repair work. Photo no. <u>Hist Signif – 8, 10-14, 22, 65; Ex Cond – 4, 16, 23, 25, 30;</u> Drawing no <u>A101</u>
	Describe work and impact on feature: Doors which are in poor condition will be replaced with new. Where there is inappropriate contemporary infill with doors, new assemblies will be installed to be similar to the other entrances with a new door. New door hardware will be installed where existing is broken, missing, or not code compliant. Doors which are currently painted and to remain will be repainted.
Number 8	Feature <u>Glazed Entrance Assemblies</u> Approximate Date of feature <u>Various dates</u> Describe existing feature and its condition: There are multiple styles of glazed entrance assemblies in the Convention Hall complex. The two main types are: the entrance to the Grand Arcade, and two storefront entrances. There are additional assemblies on the second floor to access the roof areas. Seven pairs of glass and imitation copper doors enclose the Grande Arcade at the north and south entrances. The existing doors and windows were installed in 2007, but due to the high pedestrian traffic, are already failing. Continuous hinges have been installed where the previous hinges have failed, but these are also failing. Above the doors are contemporary aluminum framed sash with 30+ lites above, rising to a height of approximately 35 feet, allowing daylight to penetrate the space. Along the north and south loggias, on the set-back exterior wall, are several historic copper storefront systems to accommodate tenants. The contemporary use of these spaces varies but includes toilet rooms, bars, storage, and no current use. Typically, the storefront consists of a pair of doors (which appear to have been replaced in 2007), centered, with a pair of windows on each side. All have panels at the bottom and a transom window above. The easternmost storefronts and interior storefronts (inside of the Paramount Theater lobby) are smaller versions, but the same in design. Photo no. <u>Hist Signif – 14, 24, 29, 43; Ex Cond – 3, 4, 5, 7</u> Drawing no <u>A101</u>
	Describe work and impact on feature: The historic storefronts will all remain in place. Minor repairs will occur where deterioration requires. Doors which no longer function correctly will be replaced to match the existing. The banks of doors in the Grand Arcade entrance assemblies will be completely replaced as they are contemporary and failing. They will be replaced with the same door style; however, they will be converted to a pivot mount to accommodate the high traffic loads. This will require mounting a box within the existing floor; however, the terrazzo stops just before the door bank and the thresholds are concrete. It is not anticipated that either the transom windows in the storefronts or the window walls in the Grande Arcade will require any repair and will remain as is.
Number 9	Feature <u>Loggias – Convention Hall</u> Approximate Date of feature <u>1925</u>

HISTORIC PROPERTY REINVESTMENT PROGRAM

Name of Project: Asbury Convention Hall Music & Performance Venues Restoration/Modernization

Historic Name of Property: Asbury Convention Hall

5 of 12

Describe existing feature and its condition:

On the north, east, and south sides of the Convention Hall first floor are exterior loggias created by the exterior wall stepping back from the main façade to the wall directly surrounding the hall. The floors and ceilings are concrete, the set-back wall stucco, and the outside wall (in line with the main façade) is open to the beach with a bay consisting of a brick masonry pier and metal picket railing between. Two sets of contemporary stairs are located on the north and south loggias; these have been rebuilt many times due to serve weather events.

The east loggia is in poor condition, structurally failing, and is blocked off, on both the north and south sides, with a temporary partitions. Overall, the east promenade shows a higher amount of deteriorated finishes and missing ceilings. The northernmost bay of the east promenade has an area where the concrete ceiling is missing. It is temporarily infilled with plywood due to the floor's collapse in 2013.

Photo no. Hist Signif – 7; Ex Cond – 8, 9, 15; Struc Cond – 13

Drawing no A230-A232

Describe work and impact on feature:

The scope of work on the Convention Hall Loggias will be limited to structural items and finishes. After structural repairs are complete, stucco areas will be repaired in kind, railings repaired, and previously painted services repainted. Finishes, within the north and south loggias, will be repaired in kind and repainted. The east loggia will be rebuilt, due to structural failure, to match the existing. Where the concrete ceiling is missing, new will be installed along with the structural repairs and painted to match the extant ceilings.

**Number
10**

Feature Loggias – Paramount Theater

Approximate Date of feature 1925

Describe existing feature and its condition:

The loggia surrounding the Theater on the north, south, and west sides at street level, is created by semicircular arches supported on paired columns. These arches are in poor condition with a majority of the stucco ceiling either missing or damaged. The columns and bases show much wear with cracking, spalling, and sugaring of the surface. Like the Convention Hall, rusted steel beams and columns were observed within all exterior walls at each building level. Steel expansion due to the rust has caused cracks and deterioration in façade masonry.

Due to failure of the stucco ceiling in the arches and the deterioration of the columns, the areas have been fenced to prevent the public from having access.

Photo no. Ex Cond – 17, 18, 23, 25; Struc Cond – 18

Drawing no A210, A213

Describe work and impact on feature:

The structural repairs will be the first step in the repair process. Once complete, a new stucco ceiling will be installed to match the historic layout and style. The deteriorated columns and bases will be tested by a materials conservator to determine proper techniques for restoration including possibility of patching, dutchman, and consolidant before total replacement is considered.

**Number
11**

Feature Piers/Under Slab Repairs

Approximate Date of feature 1925 and various contemporary repair campaigns

Describe existing feature and its condition:

HISTORIC PROPERTY REINVESTMENT PROGRAM

Name of Project: Asbury Convention Hall Music & Performance Venues Restoration/Modernization

Historic Name of Property: Asbury Convention Hall

6 of 12

Severe spalling over large areas is present on the underside of the first floor slab where elevated onto piers. Until the slab can be repaired, assembly loading over areas of spalling is restricted. The continued deterioration allows saltwater spray to penetrate the structural assembly from below. In addition, the high level of sand creates issues where salt water is held closer to the underside of the building envelope and against the basement/tunnel walls than originally intended. This spalling is an imminent threat to the building structure.

Some of the concrete piles are spalling and have cracks. Most of the affected piles were observed below the North, East, and South promenades. Spalling, cracking, and exposed rusted reinforcement are present at some of the concrete piles' dropped panels. The majority of these locations occurred below the North, East, and South promenades.

Photo no. Struc Cond – 16-17

Drawing no S-1

Describe work and impact on feature:

Based on the structural engineer's recommendation, following repairs need to occur to the concrete slab underside: 1) the loose concrete needs to be removed, 2) the rusted reinforcement needs to be cleaned, 3) new reinforcement needs to be lapped with existing reinforcement that has large cross-sectional loss, and 4) the underside of the slab needs to be patched with new concrete patching material.

Based on the structural engineer's recommendation, following repairs need to occur to the concrete piles: 1) the loose concrete needs to be removed, 2) the rusted reinforcement needs to be cleaned, 3) new reinforcement needs to be lapped with existing reinforcement that has large cross-sectional loss, and 4) the piles need to be patched with new concrete patching material. A coating should be placed over the full surface area of the pile for protection and uniform appearance.

Number
12

Feature Roofs

Approximate Date of feature 2017 and unknown contemporary

Describe existing feature and its condition:

The building's roof is broken into different levels with the Convention Hall having three levels, the Grand Arcade having two levels, and the Paramount Theater having four levels. The roofs are a mixture of membrane roofing and concrete pavers. The concrete pavers are limited to the first level of roof which covers the Grand Arcade and Paramount Theater. This level is partially occupiable on the north and south sides.

In 2017, the third level roof of the Paramount Theater was replaced with a fluid applied roofing material. This roof is in good condition and does not require any repair work. However, the remaining roof membranes need to be removed and replaced with a new white TPO membrane. Due to weather events like Hurricane Sandy, the existing membrane was loosened and maintenance personnel are continuously repairing it.

Photo no. Ex Cond – 30, 32, 36, 38, 39, 40, 44

Drawing no A104, Partial Roof Drainage Plan

Describe work and impact on feature:

The existing roof membranes will be removed and replaced with new white membrane roofing. It is critical that this roofing is fully adhered and fasted in accordance with building codes for high wind exposure. Roof drains will be cleaned. New flashings will be installed throughout. Parapet caps will be reset in new mortar to match existing in color, strength, and joint tooling.

Number
13

Feature Paramount Theater - Interiors

Approximate Date of feature 1925 and Various dates

Describe existing feature and its condition:

HISTORIC PROPERTY REINVESTMENT PROGRAM

Name of Project: Asbury Convention Hall Music & Performance Venues Restoration/Modernization

Historic Name of Property: Asbury Convention Hall

7 of 12

Paramount Theater has multiple entrances. The main lobby is accessed via the west and south sides of the building. The lobby is in poor condition. The entrance lobby houses the box office and two small retail spaces which are currently unoccupied. In comparison to the Convention Hall, the lobby of the Theater is much understated. Most of the lobby flooring has been removed to expose the concrete subfloor with terrazzo only along the perimeter. There are signs of moisture issues in the ceiling with bubbling plaster. Within the past few years, the entrance on the south side of the lobby was renovated to comply with ADA guidelines.

The Paramount Theater is a large 2-level space with orchestra and balcony seating. The seating is divided by two aisles, with contemporary carpet flooring, while the seating floor is painted concrete. The theater's original seating capacity was 2,005 (1,242 in the orchestra and 763 on the balcony) which was reduced at an unknown time. The orchestra level has contemporary seating. Both the contemporary seating and carpet are in poor condition. The carpet has signs of water damage due to the basement flooding. Currently, there is standing water throughout most of the basement. In Sept 2022, the carpet was treated for a flea infestation, which is an ongoing problem due to building deterioration and animal access.

The plaster ceiling features plaster ornamental discs or rosettes. Most of the ceiling is in fair condition, however a portion is in poor condition due to water infiltration issues above. Directly below the flagpole tower, a temporary ceiling tarp is installed to collect water and falling plaster which is temporarily drained in the attic.

Adjacent to the theater proper are several dressing rooms, some of which have not been restored since the 1950s and are in poor condition.

The second-floor theater bar area and restrooms are accessed via the balcony or from the stairs which lead down to the first floor. The bar area is in fair condition. The carpet is detaching from the glued surface below, outdated, and requires replacement. Behind the main bar is a historic water fountain which will remain in place and be restored. The women's toilet room has a vestibule area with original trim on the walls, however the men's toilet room doesn't have any trim. Both appear to have original stall dividers and floors but are otherwise contemporary.

Photo no. Hist Signif – 60-64, 66-72; Ex Cond – 29

Drawing no N/A

Describe work and impact on feature:

The carpets and non-historic seating will be removed and replaced with new. Painted finishes will be refreshed. The proscenium will be restored. The plaster ceiling will be restored and supports for new AV rigging carefully coordinated between the historic ceiling and the structure above.

The toilet rooms and dressing rooms will be cleaned, plaster/finish repairs where needed, new lighting installed, and repainted.

**Number
14**

Feature Paramount Theater - MEP

Approximate Date of feature Various dates

Describe existing feature and its condition:

Currently mechanical units sit on the roof of the Paramount. These units are at the end of their useful lifespan and are outdated technology/energy efficiency wise.

The electrical capacity, theatrical lighting, and sound system is not sufficient for the needs of contemporary performances. Currently, theatrical lighting is haphazardly hung on the theater mezzanine or on stands with extension cords creating possible trip hazards. Historic theater lighting and the proscenium lighting are in fair condition, but several fixtures do not work. There is a large air space at the theater perimeter with acoustic plaster which creates wonderful natural speech acoustics. However, the needs of modern performances must be balanced.

Behind the stage area is the large water main for the theater. There was a break in this main during the COVID-19 Pandemic. Since the theater was shut down, the water to this part of the building was turned off and has remained so. Adjacent to the theater proper are several dressing rooms, some of which have not been restored since the 1950s and are in poor condition.

Photo no. Hist Signif – 60

Drawing no N/A

Describe work and impact on feature:

HISTORIC PROPERTY REINVESTMENT PROGRAM

Name of Project: Asbury Convention Hall Music & Performance Venues Restoration/Modernization

Historic Name of Property: Asbury Convention Hall

8 of 12

These mechanical units will be removed and replaced with new mechanical units in the same location. They will comply with current energy codes. Distribution will remain in its current locations.

The rigging for lighting and sound will be redesigned to meet contemporary performance standards while being sensitive to its historic surroundings. Additional power will be routed to minimize tripping hazards. Historic light fixtures will be refurbished and retained. New lighting behind the proscenium will be installed. The acoustical plaster and air space will remain intact.

The plumbing main will be repaired and new fixtures installed in the dressing rooms and toilet rooms.

Number
15

Feature Arcade

Approximate Date of feature 1925

Describe existing feature and its condition:

The Grand Arcade is a large open space which serves as the Boardwalk continuation through the Convention Hall complex.

In addition to its function as a pedestrian thoroughfare, it also serves as overflow tenant exhibit space and restraint seating areas. Being the most utilized of the three major spaces, and consequently the most maintained and "modernized," the Boardwalk has undergone substantial changes over the years. Contemporary aluminum storefronts have replaced the original, new signs installed, and grilles have been placed over window louvers originally opening to the dressing rooms.

At the ceiling level skylights were capped at an unknown time and lighting and fake glazing panels installed, both of which have deteriorated. Terrazzo covers the floor but is heavily damaged from the high traffic, structural issues, building movement, and age. Several inappropriate patches have occurred, and tripping hazards formed at transitions between cracks and patches. Wall finishes are generally in good condition but worn.

Currently the space is not air conditioned. It is heated by periodic gas heaters located at the second-floor level. These heaters are very inefficient, fire hazards, and do not adequately heat the space during the cold months. The space is somewhat dark with inadequate lighting levels and broken fixtures above the skylights.

The entrance to the Paramount Theater from the Grand Arcade is secondary in nature and considered a side entrance for the Theater. This makes it confusing for patrons who want to avail themselves of the amenities of the Grand Arcade prior/during/post theater events. There is not sufficient signage for patrons entering from the Grand Arcade to find the theater entrance.

Photo no. Hist Signif – 23, 24

Drawing no N/A

Describe work and impact on feature:

The terrazzo floor will be removed in the area of severe deterioration and where needed to tie into the structural repairs of the concrete structure. Where terrazzo is removed, a new radiant floor heating system will be installed after which new terrazzo will be installed to match the existing in layout, color, style, aggregate, etc. Painted finished will be refreshed. The lighting in the enclosed skylights will be replaced and deteriorated translucent panels replaced. The marquees at the Convention Hall Lobby will be refurbished and a digital screen added. The entrance to the Paramount Theater from the Grand Arcade will be emphasized with a new smaller marquee and doors redone to create a main entrance. The existing gas heaters and louver covers will remain. The metal egress stair from the dressing rooms will be replaced with new to meet current code.

Number
16

Feature Convention Hall - Lobby

Approximate Date of feature 1925

Describe existing feature and its condition:

The entrance to the lobby of the Convention Hall is through six pairs of glass and copper clad doors framed in groups of two pairs by engaged stucco half-columns. Over each group of doors is pressed copper ornamentation and fixed sash rising to the column capitals. From the lobby to the main floor of the Hall are five pairs of similar doors. There is bronze grillwork on the western (entrance) wall.

The lobby floor, finished in terrazzo, slopes 2 feet upward from the boardwalk to the interior doors of the lobby. One original box office and one contemporary concession stand are on each side of the lobby, north and south. Two stairs lead to the second floor promenades; each stairway is guarded by a pair of travertine winged lions.

The ceiling is suspended plaster with a coffered effect created by both encasing structural members and creating false beams. According to the NR nomination, within the coffers are (circle within square) decorative rosettes and the entire ceiling is painted to "imitate wood." However, much of this detail has been lost to time, heavily soiled, painted over, peeling from the plaster, and is overall in poor condition.

Photo no. Hist Signif – 28, 29, 40

Drawing no N/A

HISTORIC PROPERTY REINVESTMENT PROGRAM

Name of Project: Asbury Convention Hall Music & Performance Venues Restoration/Modernization

Historic Name of Property: Asbury Convention Hall

9 of 12

Describe work and impact on feature:

The main work in the Convention Hall lobby will be the partial restoration of the ceiling mural. This is likely not possible for the entire ceiling due to the damage and loss of mural material. The materials conservator will complete testing to determine the extent of the mural which can be salvaged and restored as well as testing panels for restoration. Where the mural cannot be restored, the ceiling will be painted in solid complimentary colors. Plaster work, where needed, will be repaired and previously painted surfaces repainted. Metal HVAC grille work will be retained, and the existing lighting refurbished.

Doors to the bathrooms and Convention Hall will be replaced where conditions are poor. The roll up windows to the concession areas will be removed and infilled to match the adjacent wall. The existing ticket booths will have finishes refreshed. The metal work will be cleaned. The contemporary concession roll up doors will be removed and infilled to match the adjacent wall finish.

Number
17

Feature Convention Hall – Auxiliary Spaces

Approximate Date of feature Various dates

Describe existing feature and its condition:

Many auxiliary spaces exist around the perimeter of the Convention Hall. Several of these spaces span under the current seating area. These spaces are predominately storage and utility spaces but also include some back of house spaces for the bars and concessions. There are also large and small toilet rooms (insufficient in number), dressing rooms, and circulation spaces. A large amount of potential usable square footage is lost due to the low head height below the large diagonal beams supporting the Convention Hall seating. Generally, the auxiliary spaces are in fair condition, but far from an efficient use of space.

Photo no. Hist Signif – 27, 37, 38, 39, 52, 53, 54, 55, 56, 57, 58, 59

Drawing no N/A

Describe work and impact on feature:

The auxiliary spaces will vastly remain the same in configuration. Some areas will gain additional usable space due to the new seating structure which will allow for greater head height in back of house spaces. Generally, finishes will be refreshed but will remain as the current material. The toilet rooms will have new doors, refreshed finishes, and new water efficient plumbing fixtures installed. The historic toilet partitions will be refurbished and remain in place. The concession spaces will no longer be needed as portable concessions will be employed. Thus, those spaces will be able to accommodate a combination of storage and expansion of the toilet rooms.

Number
18

Feature Convention Hall

Approximate Date of feature 1925

Describe existing feature and its condition:

The Convention Hall measures 230 feet wide (north-south) and extends 215 feet easterly from the edge of the boardwalk. The main floor of the hall measures 115 feet wide by 100 feet deep, with 36 feet allocated for stadium-type seating on the north, south and west sides. There is a stage on the east side with a proscenium opening. The perimeter of the structure encloses several ancillary spaces below the seating and the promenades at the upper level of the seating.

The multi-purpose Convention Hall is substantially less ornate than the rest of the building, except for the proscenium wall and ceiling. On each side of the proscenium opening are two pilaster-like, hand painted panels depicting seashore scenes. Between each set of pilasters is an organ screen. It is composed of four engaged columns, executed in plaster, framing the bronze grillwork that covers the openings to the organ chamber.

The ceiling is plaster with a central plaster band 60 feet in diameter enclosing a center rosette approximately 6 feet in diameter. This rosette is encircled by eight smaller rosettes. Equally spaced along the circumference and intersecting the major band are four 3 foot diameter rosettes. Additionally, six more 3 foot diameter rosettes in square bands are symmetrically located on the ceiling. Each, except the four circumferential rosettes are utilized as electric light outlets and ventilation grilles.

Photo no. Hist Signif – 30-36; Struc Cond – 27

Drawing no DA102

Describe work and impact on feature:

HISTORIC PROPERTY REINVESTMENT PROGRAM

Name of Project: Asbury Convention Hall Music & Performance Venues Restoration/Modernization

Historic Name of Property: Asbury Convention Hall

10 of 12

Due to contemporary needs for concert venues, structural concerns, and code requirements, the seating in the Convention Hall must be reconfigured. It is proposed to remove the existing seats as well as the concrete stepped structure supporting the seats. New structure will be installed which will direct bearing forces into the repaired piles below. This structure will also enclose the existing ancillary spaces under the seats, provide additional usable space, and support the new seating configuration.

The plaster ceiling will be restored and supports for new AV rigging carefully coordinated between the historic ceiling and the structure above. Murals to each side of the stage will be restored. The stage will be extended in depth with additional framing; however, the historic stage will remain as is thus allowing the new stage framing to be removed and stage returned to the original configuration at a later date if required. The organ will remain but will not be a part of this restoration scope.

**Number
19**

Feature Promenades – 2nd floor

Approximate Date of feature 1925

Describe existing feature and its condition:

The second floor promenades are accessed through the north and south beer gardens. The promenade wraps around the north, east, and south sides of the Convention Hall. Currently, the promenades are not accessible to the public as the Convention Hall is closed due to the building's structural issues.

The east promenade is in poor condition, structurally failing, and is blocked off, on both the north and south sides, with a temporary partitions. Overall, the east promenade shows a higher amount of deteriorated finishes and missing ceiling plaster. On the floor, along the exterior wall, are temporary stabilization supports which anchor the exterior wall to the floor system. The northernmost bay of the east promenade has an area where the concrete floor is missing. It is temporarily infilled with plywood due to the floor's collapse in 2013 and is blocked off with a wood guardwall.

The north and south promenades are in fair condition and exhibit typical signs of wear and tear; with deteriorated plaster, paint, and/or trim. Some columns, which were originally wrapped in painted brick, are wrapped in plywood due to previous structural probes. In the north promenade, a section of the concrete floor is painted with a shuffle board design. However, most of the shuffleboard's paint is deteriorated. The worst condition is limited to the easternmost three bays of the north promenade corresponding to the east promenade's structural failures. The bays are missing the concrete ceiling which is infilled with temporary wood and metal framing in addition to the typical deteriorated conditions.

Photo no. Hist Signif – 48, 49; Ex Cond – 33, 35; Struc Cond – 14, 15, 29, 30

Drawing no N/A

Describe work and impact on feature:

Once structural repairs are complete, finishes within the north and south promenades will be repaired in kind and repainted. The east promenade will be rebuilt due to structural failure to match the existing. Where the concrete ceiling is missing, new will be installed, along with the structural repairs, and painted to match the extant ceilings.

**Number
20**

Feature Convention Hall - Food Services Areas

Approximate Date of feature Various contemporary dates

Describe existing feature and its condition:

The bars and restaurants have large kitchens which are not in scope for this project. Two small concession areas are located off of the lobby and under the existing seating structure. They are modern in nature in finishes, including the entrance door and a roll up door over a serving counter.

On the second floor of the Convention hall along the "west promenade" are two large bars which do not have kitchen facilities. The areas are finished in different themes but typically have a long bar counter with sinks, small refrigerators, and other bar related necessities. The spaces are painted and lighting above to distinguish them from the promenade area between the bars and the Convention Hall entrance doors. There are large mechanical chases at the edge of the bars. The configuration of the bar currently blocks the views into the Grand Arcade. In the northern bar is what appears to be an original decorative tile area which perhaps could have been a fountain or some other special feature.

Photo no. Hist Signif – 42, 43, 45- 47

Drawing no N/A

Describe work and impact on feature:

HISTORIC PROPERTY REINVESTMENT PROGRAM

Name of Project: Asbury Convention Hall Music & Performance Venues Restoration/Modernization

Historic Name of Property: Asbury Convention Hall

11 of 12

All food services areas except the concession stands are not a part of this scope of work except where walls/ceilings require changes due to the proposed Convention Hall seating. The roll up doors of the concession stands will be removed and infilled to match the adjacent wall. The rooms will likely be changed to storage areas.

The 2nd floor bars will be reconfigured to allow patrons to see through the windows into the Grand Arcade. The bar service area will be moved further to the east and reduced in size.

Number 21	Feature <u>Convention Hall - MEP</u> Approximate Date of feature <u>Various dates</u>
Describe existing feature and its condition: Currently large mechanical units sit on the roof of the Convention Hall in an alcove that cannot be viewed from the ground. These units, while still functioning, are at the end of their useful lifespan and are outdated technology/energy efficiency wise. Distribution is through the attic above the Convention Hall. Photo no. <u>Ex Cond – 36</u> Drawing no <u>N/A</u>	
Describe work and impact on feature: These mechanical units will be removed and replaced with new mechanical units in the same location. They will comply with current energy codes. Distribution will remain in its current locations.	
Number 22	Feature <u>Attic</u> Approximate Date of feature <u>Unknown</u>
Describe existing feature and its condition: The existing attic catwalks consist of boards laid down over the structure. There are no guard or handrails on the sides. In addition, there are very few access paths. Currently, facility staff are required to carefully walk on top of the structure when having to access the areas of the attic in between the catwalks. This is a very dangerous situation as a misstep falling through the ceiling would be about a 30' drop. At various points in the Convention Hall and Paramount Theater, are attachment points for rigging systems for light and sound. The existing riggings are not sufficient to support contemporary events which have become heavily dependent on audio-visual systems. Currently, the riggings are not sensitive to the historic structure and several large holes in the ceilings are evident. Photo no. <u>Struc Cond – 32, 33</u> Drawing no <u>N/A</u>	
Describe work and impact on feature: It is proposed to add railings to the existing catwalks and install additional OSHA compliant access paths throughout the attics in both the Convention Hall and Paramount Theater to create a safer working space for maintenance personnel. In addition, these new paths will provide tie-off points for safety harnesses to access areas not covered by the catwalks. New riggings will be installed through the attic ceilings to attach to the attic structure. These riggings will be designed in coordination with the structural engineer, historic architect, and audio-visual consultant to determine the most appropriate attachment points/solutions that are sensitive to the historic structure while also providing the needed rigging for contemporary performances. Any existing ceiling holes which are not being reused will be patched to match the existing adjacent ceiling.	
Number 23	Feature <u>Basement</u> Approximate Date of feature <u>1925 with contemporary updates</u>

HISTORIC PROPERTY REINVESTMENT PROGRAM

Name of Project: Asbury Convention Hall Music & Performance Venues Restoration/Modernization

Historic Name of Property: Asbury Convention Hall

12 of 12

Describe existing feature and its condition:

The existing basement is a much smaller footprint than the first floor of the building and is located under the Paramount Theater stage area and partially under the Grand Arcade. Two long utility tunnels extend out from the basement proper to feed services to the Convention Hall. These tunnels are typically wet spaces with frequent standing water. The basement is fully constructed in concrete.

Temporary shoring is located under the loggia at the northwest corner of the theater to accommodate contemporary heavy trucks loading and unloading in that area as the basement extends outside. The shoring is a series of wood posts spaced very closely together.

Photo no. N/A

Drawing no N/A

Describe work and impact on feature:

Limited work will occur in the basement. As needed, new or replacement utilities will be run through the utility tunnels. New lighting is proposed throughout the basement. The new dry well is intended to assist in maintaining drier conditions in the tunnel. In addition, permanently removing the sand underneath the building should also help to control water infiltration.

The area with temporary shoring will receive a new permanent system to support the weight of contemporary trucks.

Asbury Park Convention Hall Approach

Pages 569-570 of Complete Application

Brief description of how MAR approached restoration and
condition of the structures

Asbury Park Convention Hall Project Approach

The design team for the Project has used Secretary of the Interiors Standards for the Treatment of Historic Properties, associated with both National Register and National Historic Landmark properties and other historic properties. The “do no harm” approach advocated by the Standards allows historically sensitive, sustainable, and economically viable renovations.

Thorough on-site investigation, in-depth research, thoughtful planning, accurate cost analysis, and updated technology we are able to ensure the success of any historic restoration project, including one as extensive and unique as the Asbury Park Convention Hall. Our design and historic advisory team continuously devotes time and resources toward both learning from and contributing knowledge to the larger preservation community, so that they may stay abreast of current issues, findings, and ongoing research.

Katherine Good, our team’s Historic Consultant/Architect is an experienced preservation architect with 14 years in the field and qualifies under the Secretary of the Interior’s Standards and Guidelines for Professional Qualifications Standards. This ensures a consistency in project approach and sensitivity to the value of the historic structure. Her firm’s exacting philosophical approach to the careful assessment of existing materials, research of various solutions, and the appropriate selection of preservation treatments have earned numerous awards for a variety of projects.

The assessment of Asbury Park Convention Hall began with an initial field survey. In conducting the field surveys for this assessment, the team began to examine and locate individual condition issues as they were observed. Then the team formulated a holistic approach to the project and specific work scopes. It was quickly determined that structural and façade issues were the main priority for restoration. The team completed additional site visits and engaged a company to digitally scan the entire building. On site we recorded with digital photography and a cloud-based database the conditions of the façade materials. In addition, the structural engineer had previously completed several analyses and full façade surveys for structural issues for the Owner.

This data was then compiled into tables for inclusion on the documents to illustrate the conditions of the facades. In order to manage three large buildings in one, the team split the facades into smaller grids for each building which can then be individually manipulated to provide clear direction to the contractor. The interior was surveyed by room.

As the drawings progressed, preservation was carefully incorporated into the entire project using the Standards, Preservation Briefs, tech notes, and industry best practices as the basis for decision making and drawings/spec compilation. In addition, the team includes a materials conservator who is completing analysis and testing panels to determine the best approaches for restoring the extensive decorative terra cotta as well as the interior murals. The results of this testing will be incorporated into the contractor’s methodologies for restoration.

All of these items has led to the conclusion that a large percentage of the exterior terra cotta and brick masonry must be removed to perform structural repairs on the steel as well as repairs to the masonry itself. Multiple test probes have informed the proposed process for removing the brick and terra cotta, completing the steel repair, and then reinstalling the salvaged or new masonry to match.

Other character defining features are being vastly retained and restored while also upgrading the overall facility including sensitive mechanical, electrical, plumbing, and fire protection systems, which are a mix of existing and new systems. In general, the interior will be refreshed with new paint finishes and repairs to historic materials.

In order to perform structural repairs under the slab, sand must be moved away from the building. Fortunately, it is documented that approximately eight feet of fill sand was added to the beach which was not historically filled. This additional fill has accelerated damage to the structural piers. Thus, once repairs are completed, the sand will not be returned under the building, rather approximately 3,600 cubic yards of fill will be spread along the adjacent beach. The total area of beach disturbance is approximately 2,800 SF.

While it is unlikely that any archaeology resources will be found due to the extensive fill, the ownership has retained an archaeologist on the team who is experienced with beach front and marine archaeology. The archeological firm deploys a broad spectrum of field methods to meet local, state, and federal guidelines, including systematic pedestrian survey, subsurface testing, and when needed, remote sensing.

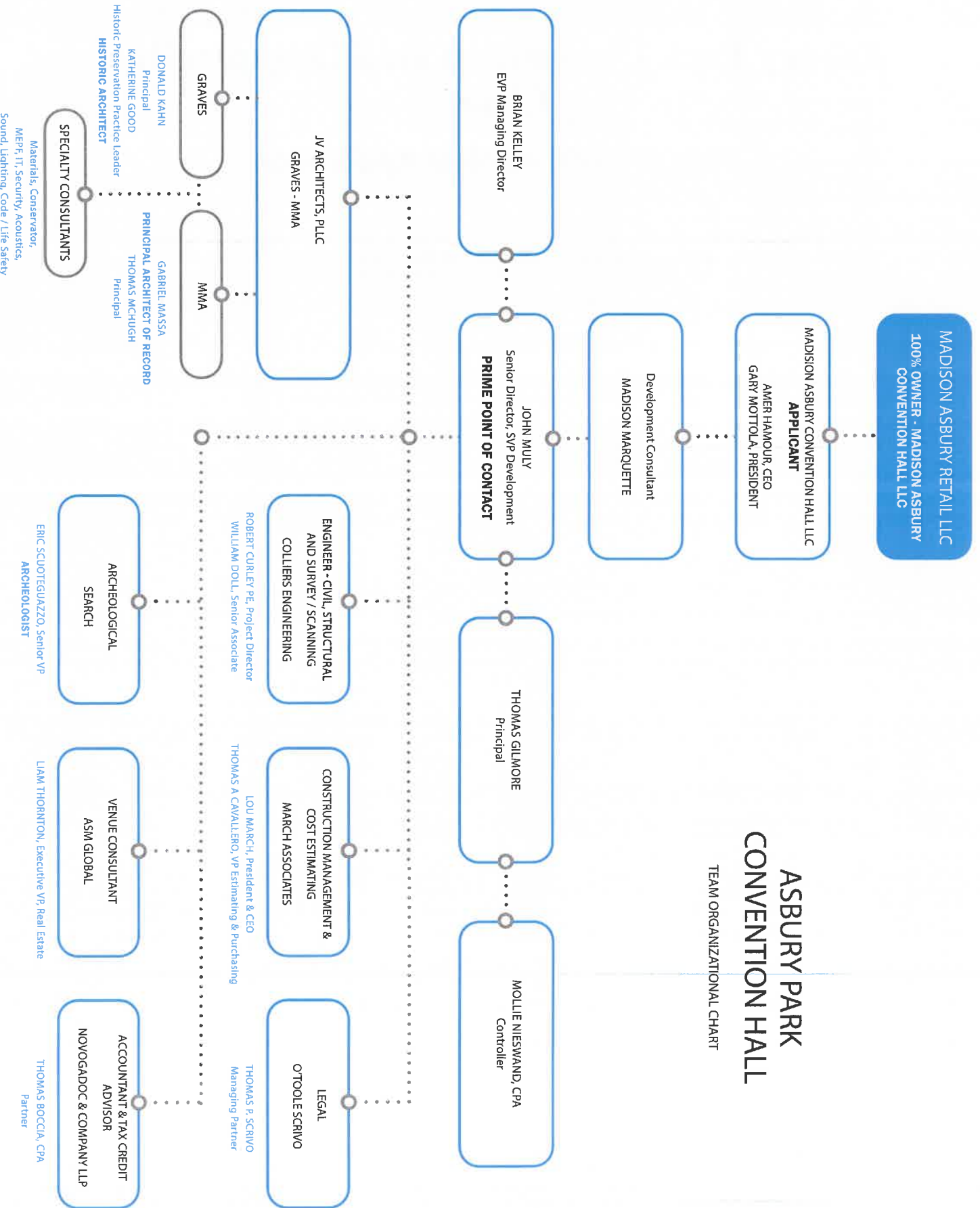
If archaeological services are required, we propose a targeted, phased approach to potentially reduce project costs while meeting state requirements. First background research and an on-site assessment of the study area will be completed to develop expectations regarding the potential for encountering archaeological resources. This will then be used to produce a design tool for the project team and agency consultation.

This historic entertainment venue has hosted performances by Bruce Springsteen, Elton John, Frank Sinatra, and the Rolling Stones, just to name a few. Overall, the project goal is to return Asbury Park Convention Hall and Paramount Theater to use by the public and modernize audio, lighting, visual, and other equipment so it can continue to be used for decades to come as it has since its opening in 1929. The goal is that the Convention Hall continue the long legacy as a major contributor to the arts and culture on the Jersey Shore and add to the range of venues to strengthen the music centric pull of Asbury Park.

Asbury Park Convention Hall Organization Chart

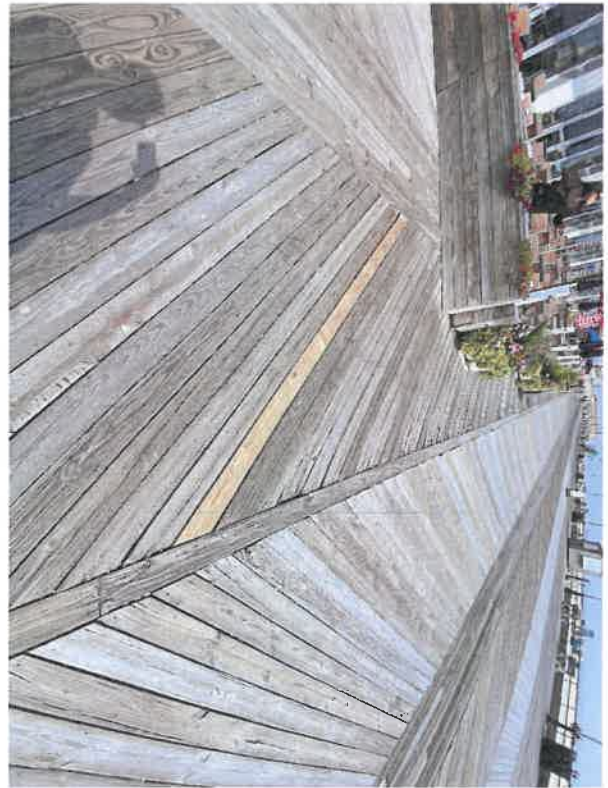
Page 572 of Complete Application

Organization chart of Project team



SITE PHOTOGRAPHS

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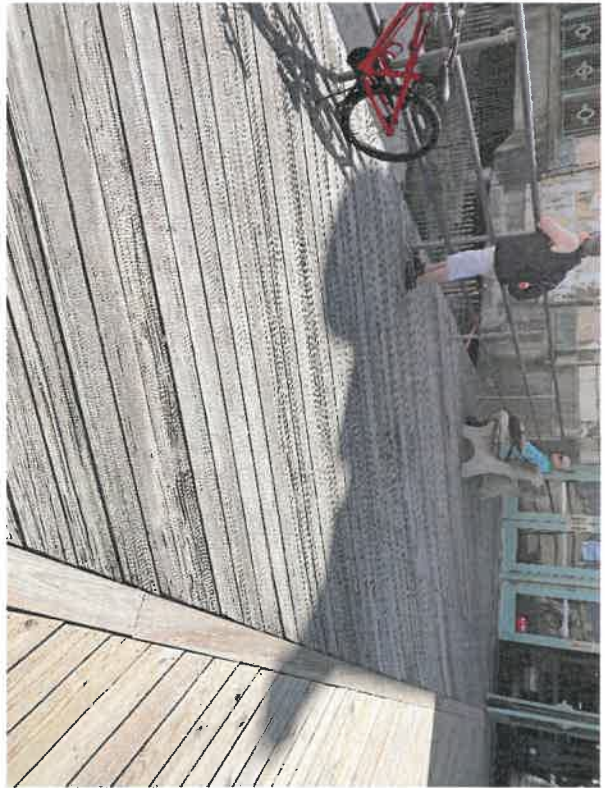
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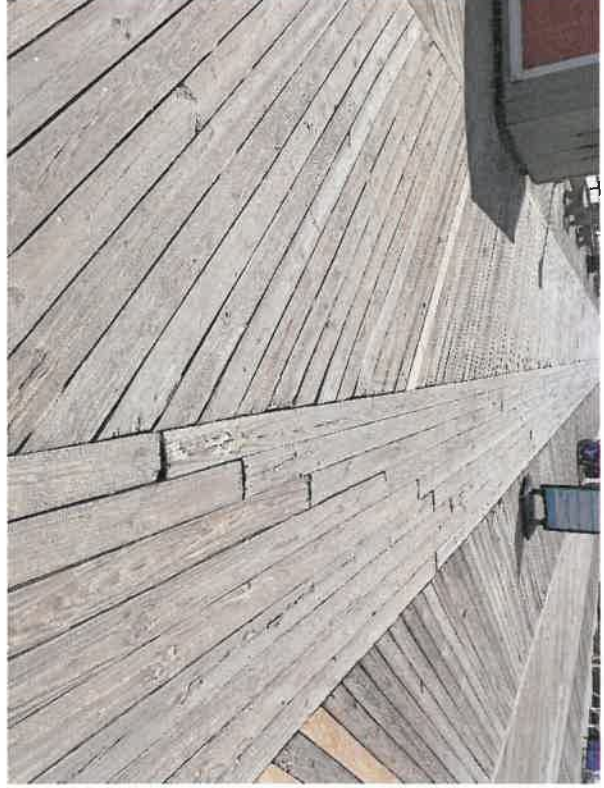
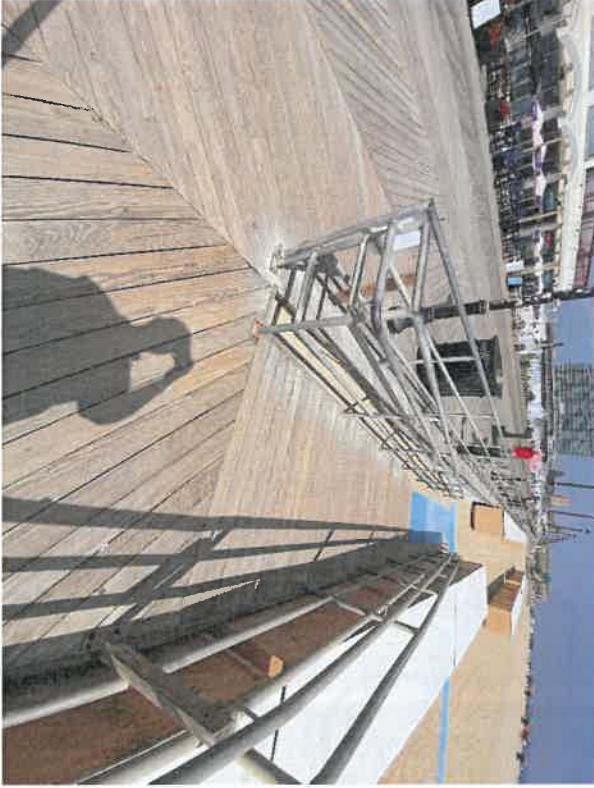
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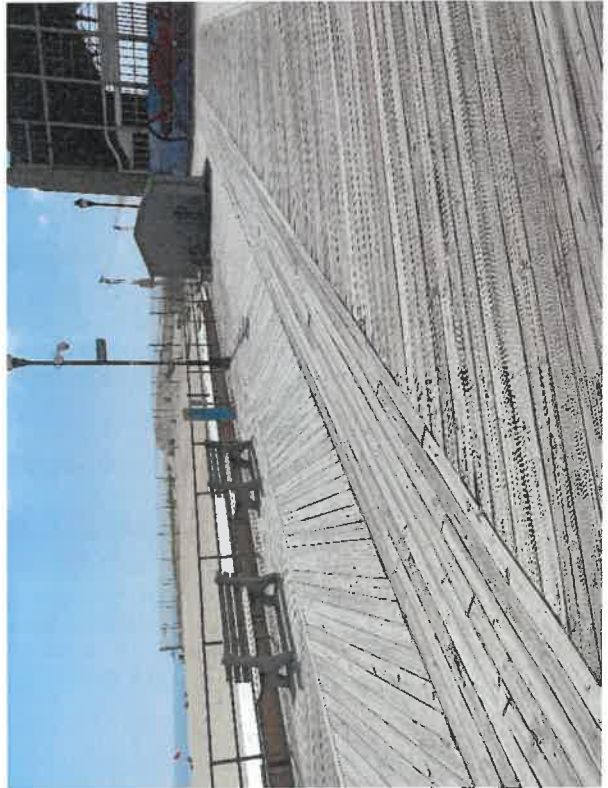




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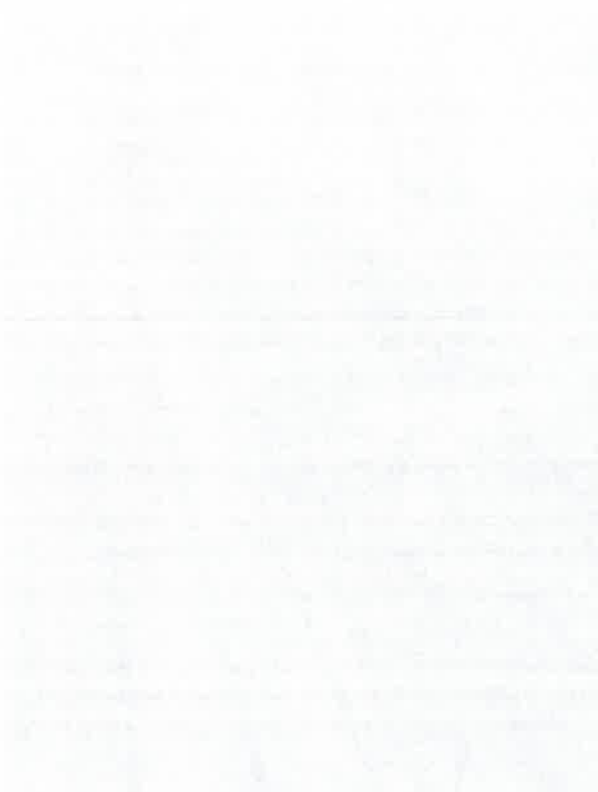




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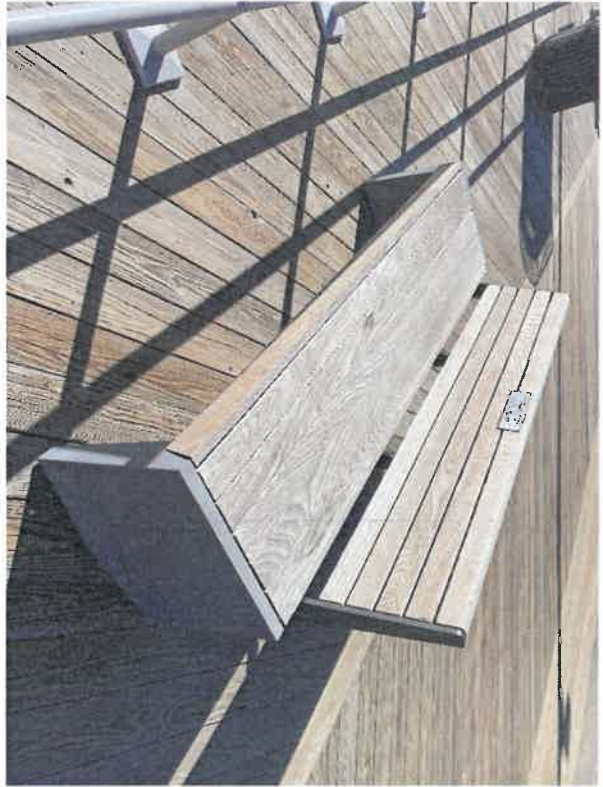


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PROPOSED BENCHES TO BE INSTALLED





EXISTING RESTROOMS ON NORTH END BOARDWALK TO BE REPLICATED AT FIRST & FOURTH AVENUES

Exhibit A-1Project Narrative Regarding Utilization of \$20,000,000.00 Grant Award

PROJECT NARRATIVE REGARDING UTILIZATION OF \$20,000,000.00 GRANT AWARD

Grant Summary:

Original Grant Application Requested Amount - \$47,000,000.00

Priority 1 – City of Asbury Park Boardwalk and Restroom Facility Improvements - \$7,000,000.00

Priority 2 – Convention Hall Complex Rehabilitation - \$40,000,000.00

Actual Grant Award Amount - \$20,000,000.00

Priority 1 – City of Asbury Park Boardwalk and Restroom Facility Improvements - \$7,000,000.00

Priority 2 – Convention Hall Complex Rehabilitation - \$13,000,000.00

Project Narratives:

Priority 1 – City of Asbury Park Boardwalk and Restroom Facility Improvements

The Priority 1 project will consist of the removal and replacement of boardwalk decking, replacement of steel railings, replacement of concrete and wooden benches, and two new restroom structures to be located along the boardwalk at Second and Fourth Avenues as depicted in the original application.

Although the total grant award amount is less than the amount requested in the application, the Priority 1 project scope and cost estimate remains unchanged.

Priority 2 – Convention Hall Complex Rehabilitation

The Priority 2 project will consist of the rehabilitation of the Convention Hall Complex with a revised, reduced scope of work that is primarily focused on the repair and rehabilitation of the Paramount Theater portion of the project. As stated in the grant application, the Priority 2 project originally consisted of the following sub-priorities:

- a) Rehabilitation of the Paramount Theater to a structural condition that is safe for public occupancy and such that the venue can be operational.
- b) Restoration/Repair of Convention Hall exterior to enclose the structure to protect from further deterioration and damage.
- c) Restoration/Repair of Convention Hall structural elements (i.e. concrete piles, floor beams, roof elements, etc.) in order to render all promenades and public spaces suitable and safe for public occupation.

As the grant funding for the Priority 2 project has been reduced to \$13,000,000.00, sub-priority a) shall be the primary focus and is anticipated to consist of the construction of a new roof, repairs and rehabilitation of the interior ceilings and public spaces, including structural elements, in order to bring the Paramount Theater to a condition that is suitable and safe for public occupation and such that the venue is open and fully operational.

In the event that sub-priority a) does not expend the full \$13,000,000.00, the remaining funds shall then be applied to the remaining sub-priorities b) and c) in order, and to the greatest extent possible.

Exhibit B – Budget and Budget Addendum

Budget Template

Addendum 7C-1

Priority 1

Boardwalk Improvements

Addendum 7C-1

Priority 2

Convention Hall Complex Rehabilitation

Subrecipient: CITY OF ASHLAND, PA
Award Amount: PROBIDLY 1-57,000,000

American Rescue Plan State of New Jersey Budget Template - Exhibit B

Program: NI BOARD/ADP/RESERVE/INDEB

Packet P

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Exhibit B Addendum 7C-1**Boardwalk Bid Item List****CITY OF ASBURY PARK - PRIORITY 1 - BOARDWALK IMPROVEMENTS**

Instructions: Please Provide a detailed breakdown of future expenditures on your Boardwalk project.

Item Description	Unit	Quantity	Unit Price
Mobilization, Payment & Performance Bonds	LS	1	\$ 100,000.00
Maintenance and Protection of Traffic/Pedestrian	LS	1	\$ 50,000.00
Boardwalk Decking	SF	41200	\$ 60.00
Boardwalk Railing	LF	3550	\$ 200.00
Wood and Concret Benches	Each	107	\$ 4,500.00
Remove, Store, & Reset Lighting (poles and fixtures)	Each	54	\$ 250.00
Restroom Buildings	Each	2	\$ 850,000.00
Garbage and Recycling Receptacles	Each	75	\$ 4,400.00
Replace Water Lines - 2" PVC w/Valves & Services	LF	3550	\$ 20.00

Total Estimated Construction Cost

Contingency (5%)

Professional Services (Design/Engineering/Construction Administration)

TOTAL

Notes:

This is a preliminary list of construction items anticipated, however may not be all inclusive.

The project specifications will elaborate on each item and describe what is included in the pay item (

Each project will distinguish the type of material being proposed for each item (i.e metal, wood, comp

Feel free to add or remove items as needed so all costs can be included.

Total
\$ 100,000.00
\$ 50,000.00
\$ 2,472,000.00
\$ 710,000.00
\$ 481,500.00
\$ 13,500.00
\$ 1,700,000.00
\$ 330,000.00
\$ 71,000.00
\$ 5,928,000.00
\$ 296,400.00
\$ 775,600.00
\$ 7,000,000.00

(i.e. fasteners, backfill material, rebar, etc.)
 (site, etc.)

Exhibit B Addendum 7C-1**Boardwalk Bid Item List****Priority 2 - Convention Hall Complex Rehabilitation**

Instructions: Please Provide a detailed breakdown of future expenditures on your Boardwalk project. Feel free to

Item Description	Unit	Quantity	Unit Price
Exterior			
Construction Logistics	LS	1	\$ 303,139.70
Scaffolding	LS	1	\$ 247,564.09
Demolition	LS	1	\$ 269,095.90
Concrete	LS	1	\$ 267,773.40
Masonry	LS	1	\$ 847,961.56
Steel / Metals	LS	1	\$ 629,275.57
Carpentry	LS	1	\$ 152,479.27
Roof	LS	1	\$ 565,253.28
Waterproofing / Caulking	LS	1	\$ 223,608.98
Doors	LS	1	\$ 2,728.26
Windows	LS	1	\$ 101,854.94
Aluminum and Glass	LS	1	\$ 28,519.38
General Conditions	LS	1	\$ 464,926.14
Fee & Constructon Management Fee	LS	1	\$ 437,101.98
Insurance	LS	1	\$ 9,058.99
Interior			
Demolition	LS	1	\$ 279,017.86
Concrete	LS	1	\$ 147,686.43
Masonry	LS	1	\$ 40,418.63
Steel / Metals	LS	1	\$ 437,026.40
Carpentry	LS	1	\$ 257,642.47
Waterproofing / Caulking	LS	1	\$ 75,792.81
Doors	LS	1	\$ 51,533.75
Flooring	LS	1	\$ 709,887.49
Painting	LS	1	\$ 127,526.63
Toilet accessories	LS	1	\$ 29,909.78
Miscellaneous	LS	1	\$ 338,303.90
ADA Signage	LS	1	\$ 30,313.97
Elevators	LS	1	\$ 133,381.47
Plumbing	LS	1	\$ 783,727.66
HVAC	LS	1	\$ 1,713,643.05
Electric	LS	1	\$ 1,016,991.65
Site Work	LS	1	\$ 144,496.59
General Conditions	LS	1	\$ 727,192.16
GC & Construction Management Fee	LS	1	\$ 728,590.81
Insurance	LS	1	\$ 15,102.33
Total Estimated Construction Cost			\$ 12,338,527.23
Total Soft Costs (Engineering/Inspections)			\$ 661,472.77
Total Estimated Project Cost			

Notes:

This is a preliminary list of construction items anticipated, however may not be all inclusive.

The project specifications will elaborate on each item and describe what is included in the pay item (i.e fastener:

Each project will distinguish the type of material being proposed for each item (i.e metal, wood, composite, etc.)

add or remove items as needed so all costs can be included.

s, backfill material, rebar, etc.)

EXHIBIT C
GENERAL TERMS

GENERAL

- I. Compliance with Existing Laws
- II. Bonding and Insurance
- III. Indemnification
- IV. Assignability
- V. Availability of Funds

PRE-AWARD REQUIREMENTS

- VI. Special Grant Conditions for "High Risk" Grantees

POST-AWARD REQUIREMENTS

- VII. Financial Management System
- VIII. Method of Payment
- IX. Allowable Costs
- X. Period of Availability of Funds
- XI. Matching and Cost Sharing
- XII. Program Income
- XIII. Audit Requirements
- XIV. Budget Revision and Modification
- XV. Property Management Standards
- XVI. Procurement Standards
- XVII. Monitoring of Program Performance
- XVIII. Financial and Performance Reporting
- XIX. Access to Records
- XX. Record Retention
- XXI. Enforcement
- XXII. Termination and Suspension

AFTER-THE-GRANT REQUIREMENTS

- XXIII. Grant Closeout Procedures

{373953.DOCX.2}7

I. Compliance with Existing Laws

The Subrecipient, by executing this Agreement and accepting this grant, agrees to comply with all federal, State, and municipal laws, rules, and regulations applicable to the activities in which the Subrecipient is engaged in the performance of this grant.

The Subrecipient hereby binds itself, certifies and assures that it will comply with all federal, State, and local laws and regulations, policies, guidelines, and requirements, as they relate to the acceptance and use of federal CSFRF Funds, including all applicable State and Federal Executive Orders. The Parties expressly acknowledge that the matters which are the subject of this Grant Agreement are governed by the ARP Act, including subtitle M, and administered by the U.S. Treasury, and may be subject to ongoing modifications and clarifications. The Subrecipient agrees to comply with all applicable CSFRF requirements and federal cross-cutting statutes and regulations as more fully detailed in the Schedule of Assurances attached hereto as Exhibit D and made a part hereof, in addition to the U.S. Treasury Guidance and Frequently Asked Questions, the U.S. Treasury Final Rule, and federal regulations at 31 CFR Part 35 as they may be updated from time to time, and subject to any other exceptions and waivers that may be issued by U.S. Treasury that affect CSFRF Funds.

In addition to laws, rules and regulations governing the Subrecipient's specific type of activities, Subrecipient shall comply with the following:

Federal Office of Management and Budget (OMB) documents:

- Federal OMB Super Circular Information, 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (available on the Internet at <https://www.nj.gov/treasury/omb/supercircular.shtml>)

New Jersey Department of the Treasury, Office of Management and Budget documents:

- Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid. (available on the internet at http://www.state.nj.us/infobank/circular/cir1508_omb.pdf)

State Affirmative Action Legal Citations:

- The Subrecipient shall require its contractors to comply with the requirements of N.J.A.C. 17:27, applicable provisions of N.J.S.A. 10:5 et al., and P.L. 1975, c.127 and all implementing regulations.

Subrecipient acknowledges and agrees that failure to comply with all applicable federal and State laws, rules and regulations shall be grounds for termination of this Agreement pursuant to Section XXII(C).

{373953.DOCX.2}8

II. Bonding and Insurance

It is the responsibility of the Subrecipient to ensure all insurance requirements consistent with the business/not-for-profit entity are extended to include the purposes and intent of this grant award.

III. Indemnification

The Subrecipient shall be solely responsible for and shall keep, save, and hold the State of New Jersey harmless from all claims, loss, liability, expense, or damage resulting from all mental or physical injuries or disabilities, including death, to its employees or recipients of the Subrecipient's services or to any other persons, or from any damage to any property sustained in connection with the delivery of the Subrecipient's services that results from any acts or omissions, including negligence or malpractice, by any of its Subrecipient's directors, employees, agents, servants or independent contractors, or from the Subrecipient's failure to provide for the safety and protection of its employees, whether or not due to negligence, fault or default of the Subrecipient. The Subrecipient's responsibility shall also include all legal fees and costs that may arise from these actions. The Subrecipient's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense, or damage resulting from acts occurring prior to termination.

IV. Assignability

The Subrecipient shall not assign or transfer any interest covered by this grant, except as may be provided for in this grant or with the express written approval of the Department.

V. Availability of Funds

The Subrecipient shall recognize and agree that both the initial provision of funding and the continuation of such funding under the Agreement is expressly dependent upon the availability to the Department of funds appropriated by the State Legislature or transferred by Treasury from State and/or federal revenue or such other funding sources as may be applicable. A failure of the Department to make any payment under the Agreement or to observe and perform any condition on its part to be performed under the Agreement as a result of the failure of the Legislature to appropriate or Treasurer to transfer shall not in any manner constitute a breach of the Agreement by the Department or an event of default under the Agreement and the Department shall not be held liable for any breach of the Agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from the Department beyond the duration of the award period set forth in the Agreement and in no event shall the Agreement be construed as a commitment by the Department to distribute funds beyond the termination date set in the Agreement.

{373953.DOCX.2}9

VI. Special Grant Conditions for “High Risk” Grantees (or Subrecipients)

- A. A Subrecipient may be considered “high risk” if the Department determines that a Subrecipient exhibits one or more of the following characteristics:
 - 1. Has a history of unsatisfactory performance.
 - 2. Is not financially stable.
 - 3. Has a financial management system which does not meet the standards set forth in section VII.
 - 4. Has not conformed to terms and conditions of previous awards.
 - 5. Is otherwise not responsible and the Department determines that an award will be made, then special conditions and/or restrictions shall correspond to the high-risk condition and shall be included in the award.
- B. Special conditions or restrictions applicable to high-risk Subrecipients may include:
 - 1. Payment on a reimbursement basis.
 - 2. Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period.
 - 3. Requiring additional, more detailed financial reports.
 - 4. Additional project monitoring.
 - 5. Requiring the Subrecipient to obtain technical or management assistance.
 - 6. Establishing additional prior approvals.
- C. The Department may in its sole discretion impose any of the above conditions on Subrecipient before or during the term of the grant. To impose a condition on Subrecipient pursuant to this section, a Department official will notify the Subrecipient as soon as possible, in writing of:
 - 1. The nature of the special conditions/restrictions.
 - 2. The reason(s) for imposing special conditions.
 - 3. The corrective actions which must be taken before the special conditions will be removed by the Department and the time allowed for completing the corrective actions.
 - 4. The method of requesting reconsideration of the conditions/restrictions imposed.

VII. Financial Management System

- A. The Subrecipient shall be responsible for maintaining an adequate financial management system, and will immediately notify the Department when the Subrecipient cannot comply with the requirements established in this section of Exhibit B.

{373953.DOCX.2}10

B. Subrecipient financial management system shall provide for:

1. Financial Reporting

Accurate, current, and complete disclosure of the financial results of each grant in conformity with generally accepted principles of accounting, and reporting in a format that is in accordance with the financial reporting requirements of this Grant Agreement.

2. Accounting Records

Records that adequately identify the source and application of funds for activities supported by the Department's expenditure. These records must contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, expenditures, and income., as applicable.

3. Internal Control

Effective internal and accounting controls over all funds, property, and other assets. The Subrecipient shall adequately safeguard all such assets and assure that they are used solely for authorized purposes.

4. Budget Control

Comparison of actual expenditures or outlays with budgeted amounts for each grant. Also, the relationship of financial information with performance or productivity data, including the development of unit cost information required by the Department.

5. Allowable Cost

Procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of federal and State requirements pursuant to 2 C.F.R. Part 200.403 et seq.

6. Source Documentation

Accounting records that are supported by source documentation.

7. Cash Management

Procedures to minimize the time elapsing between the advance of funds from the Department and the disbursement by the Subrecipient, whenever funds are advanced by the Department.

C. The Department may require the submission of a statement attesting to the adequacy of the Subrecipient's accounting system, as provided in Section VII of this Exhibit C.

{373953.DOCX.2}11

- D. The Department may review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-award review or at any time subsequent to the award. If the determines that the Subrecipient's accounting system does not meet the standards described in paragraph B above, additional information to monitor the grant may be required by the Department upon written notice to the Subrecipient, until such time as the system meets with Department approval.

VIII. Method of Payment

- A. Form of Payment -- Subrecipient must agree to accept cash advances via an Automated Clearing House (ACH) transaction. Subject to the exceptions listed at 2 CFR 200.305(b)(8), all cash advance funds disbursed to the Subrecipient must be deposited in an interest-bearing account.
- B. Advanced Payment – In its sole discretion, the Department may authorize an advance payment provided the Subrecipient demonstrates willingness and ability to maintain procedures to minimize the time elapsing between the transfer of the funds and its disbursement and upon receipt of a fully executed Grant Agreement and other supporting documents. Such advance, if authorized, is to cover estimated disbursement needs for an initial period so that the Subrecipient will not have to use its own funding for the project(s) being funded by the grant.
- C. Payment Upon Execution – It is the intent of the Department to award twenty-five percent (25%) of the Twenty Million Dollars (\$20,000,000.00) Grant to the Subrecipient, or Five Million Dollars (\$5,000,000.00), upon execution of this Grant Award. The Grant will be disbursed to the Subrecipient by means of an ACH.
- D. Progress Payment(s) –Progress payment(s) of the remaining seventy-five percent (75%) of Grant funds or Fifteen Million Dollars (\$15,000,000.00), shall be made upon receipt of the required financial and performance reports provided that no suspension of funding has been determined to be necessary by the Department pursuant to the provisions of the Agreement or other applicable laws or regulations. The Parties may agree to alter the distribution allocation.
- E. Final Payment Withheld – At the Department's discretion, a fixed amount may be withheld from the last payment request pending receipt of the final reports prescribed in the Agreement. If applicable, the amount that shall be withheld, if any, is not to exceed the amount indicated in the Agreement.

IX. Allowable Costs

- A. Limitation on Use of Funds. Grant funds must be used only for allowable, direct costs.

- B. Applicable Cost Principles. For each type of organization, there is a set of federal principles for determining allowable costs. Allowable costs will be determined in accordance with applicable federal cost principles specific to the organization incurring the costs (e.g., 2 CFR Part 200), and State requirements.

X. Period of Availability of Funds

The Subrecipient shall only charge costs resulting from obligations made during the funding period of the grant award. Costs incurred by the Subrecipient prior to a fully executed Grant Agreement between the Subrecipient and the Department are at the Subrecipient's own risk should funding not occur. Carryover of any unobligated balance from one funding period to another funding period requires the prior written approval of the Department.

XI. Matching and Cost Sharing

There are no cost sharing requirements for the Subrecipient under this grant.

XII. Program Income

- A. Program income shall be defined as gross income earned by the Subrecipient from grant-supported activities. Such earnings include, but will not be limited to, income from service fees, sale of commodities, usage or rental fees, and royalties on patents and copyrights.
- B. All other program income earned during the grant period shall be added by the Subrecipient to funds received from the Department under the Agreement and used by the Subrecipient to further eligible program objectives as set forth in the Agreement.

XIII. Audit Requirements

This grant is covered by the audit requirements of the Department of the Treasury Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid.

XIV. Budget Revision and Modification

- A. This Section sets forth criteria and procedures to be followed by the Subrecipient in reporting deviations from the approved budget and in requesting approvals for budget revisions and modification.

- B. Budget major category and/or budget line-item variances, if permitted, shall be indicated in the Agreement. Any deviations outside the limits established in the Agreement must be approved by the Department. Such requests for budget flexibility outside of what is provided for within the Agreement must be submitted to the funding program in writing by the Subrecipient with an explanation for the variance request prior to incurring the cost. No variances outside the limits stated in the Agreement are permitted without the written approval of the Department by means of a formal amendment to the Agreement.
- C. Subrecipient shall request approval in writing, from the Department, when there is reason to believe a revision or modification will be necessary for the following reasons:
1. Changes in the scope, objective, financial assistance, key personnel, timing of the project or program, or deviations from the approved budget outside of what is provided for within the Agreement.
 2. To provide financial assistance to a third party by sub-granting (if authorized by law) or by another means to obtain the services of a third party to perform activities which are central to the purpose of the award. The Department hereby approves Asbury Park to enter into a sub-grant agreement with Madison Asbury Retail, LLC for the repair and restoration of the Paramount Theater and related work regarding the Convention Hall Complex, consisting of the Paramount Theater, the Grand Arcade and Convention Hall.
 3. The need for additional funding or to extend the period of availability of funds.
 4. Adjustments between cost categories and/or shifts of funding to direct cost categories that are not part of the approved budget.
 5. Revisions which involve the transfer of amounts budgeted for indirect costs to absorb increases in direct costs.

For this Agreement, indirect costs are defined as those incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objectives specifically benefited without effort disproportionate to the results achieved.

Direct costs are defined as those which can be identified specifically with a particular cost objective. These costs may be charged directly to grants, contracts, or to other programs against which costs are finally lodged.

- D. The Department may also, at its option, establish policy to restrict transfers of funds among direct cost categories and must require Subrecipients to comply with

applicable federal and State requirements concerning prior approval for certain budget changes.

- E. When requesting approval for budget revisions, the Subrecipient shall clearly show the change in cost categories and may use the budget form provided in Attachment B of this grant.
- F. The Department may request changes in the scope of services of the Subrecipient to be performed hereunder. Such changes, which are mutually agreed upon by and between the Department and the Subrecipient must be incorporated in written amendments to this grant.
- G. If the Subrecipient is making program expenditures or providing grant services at a rate which, in the judgment of the Department, will result in substantial failure to expend the grant amount or provide grant services, the Department may so notify the Subrecipient. If, after consultation, the Subrecipient is unable to develop to the satisfaction of the Department a plan to rectify its low level of program expenditures or grant services, the Department may upon thirty (30) days' notice to the Subrecipient, reduce the grant amount by a sum so that the revised grant amount fairly projects program expenditures over the grant period. This reduction shall take into account the Subrecipient's fixed costs and shall establish the committed level of services for each program element of grant services at the reduced grant amount. If such a determination is made by the Department subsequent to the awarding of the grant and the funds have already been received by the Subrecipient, the reduced amount will be remitted to the Department.
- H. If a revision requested will result in a change to the Subrecipient's approved project which requires federal prior approval, the Department will obtain the federal agency's approval before approving the Subrecipient's request.

XV. Property Management Standards

Property furnished by the Department or acquired in whole or in part with federal or Department funds or whose cost was charged to the project supported by federal or Department funds shall be utilized and disposed of in a manner generally consistent with State and federal requirements.

XVI. Procurement Standards

Procurement of supplies, equipment, and other services with funds provided by this Grant Agreement shall be accomplished in a manner consistent with the Subrecipient's documented procurement procedures, provided that the procurements conform to applicable Federal law and the standards identified in 2 CFR Part 200.318 et seq.

{373953.DOCX.2}15

Adherence to the standards contained in the applicable federal and State laws and regulations does not relieve the Subrecipient of the contractual responsibilities arising under its procurement. The Subrecipient is the responsible authority, without recourse to the Department, regarding the settlement and satisfaction of all contractual and administrative issues or obligations arising out of any procurement entered into in support of a grant.

XVII. Monitoring of Program Performance

- C. The Subrecipient must assure compliance with applicable federal and State requirements and that performance goals are being achieved in accordance with the Agreement. The Subrecipient must continually monitor its performance of the grant-supported activities to assure that time schedules are being met, projected work units by time periods are being accomplished, and other performance goals and objectives are being achieved in accordance with the activities delineated in Section 1 of the Agreement.
- D. The Subrecipient shall inform the Department of the following types of conditions which affect the program objectives and performance set forth in the Agreement as soon as they become known:
 - 1. Problems, delays, or adverse conditions which will materially impair the ability to attain program objectives, prevent meeting time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated and any Department assistance required to resolve the situation.
 - 2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or at less cost or producing more beneficial results than originally planned.
- E. The Department may, in its sole discretion, make site visits to:
 - 1. Review program documentation, accomplishments, and management control systems.
 - 2. Provide such technical assistance as may be required.
 - 3. Perform fiscal reviews to ensure grant funds are being properly expended and in a timely manner.

XVIII. Financial and Performance Reporting

- A. The Subrecipient shall submit monthly financial reports, in a format to be provided by the Department, and including the number of government full-time employees responding to COVID-19 as supported by this funding.

{373953.DOCX.2}16

- B. The Subrecipient shall submit a final report that shall contain a comparison of actual expenditures with budgeted expenditures and a written narrative performance report, signed by the president of the institution or a designee, of what was accomplished by the expenditure of funds towards achieving the purpose(s) of the Grant Agreement.
- C. If requested, the Subrecipient shall submit interim expenditure reports comparing actual expenditures with the approved Grant Budget. These reports shall be submitted as requested.
- D. If requested, the Subrecipient shall submit interim performance reports as prescribed by the Department; however, reports shall not be required more frequently than quarterly or less frequently than annually.
- E. The Subrecipient shall provide all necessary reporting under the Prevailing Wage Act and Diane B. Allen Equal Pay Act into the New Jersey Department of Labor and Workforce Development (NJDOL) New Jersey Wage Hub, found at www.njwages.nj.gov.
- F. Extensions to reporting due dates may be granted upon written request to the Department.
- G. If reports are not submitted as required, the Department may, at its discretion, suspend payments on this grant. The State of New Jersey may, at its discretion, take such action to withhold payments to the Subrecipient on this or any grant with other State agencies until the required reports have been submitted.
- G. Recognizing the disproportionate impact of the pandemic-related recession on low-income communities, recipients must report whether certain types of projects or services are targeted to economically disadvantaged communities, as defined by HUD's Qualified Census Tract.

XIX. Access to Records

- A. The Subrecipient by executing and accepting this grant agrees to make available upon request, to the Department, any federal agency whose funds are expended during this grant, or any of their duly authorized representatives, pertinent accounting records, books, documents, and papers for inspection and copying as may be necessary to monitor and audit the Subrecipient's operations.
- B. All visitations, inspections, and audits, including visits and requests for documentation in discharge of the Department's responsibilities, shall as a general rule provide prior notice when reasonable and practical to do so. However, the

{373953.DOCX.2}17

Department retains the right to make unannounced visitations, inspections, and audits as deemed necessary.

- C. The Department reserves the right to have access to records of any sub-Grantees and requires the Subrecipient to provide for Department access to such records in any grant with the sub-Grantee.
- D. The Department reserves the right to have access to all work papers produced in connection with audits made by the Subrecipient or any independent certified public accountants, registered municipal accountants or licensed public accountants hired by the Subrecipient to perform such audits.

XX. Record Retention

- A. Except as otherwise provided, financial and programmatic records, supporting documents, statistical records, and all other records pertinent to the grant shall be retained for a period of seven (7) years, unless federal or State funding department statutes require longer periods or unless directed to extend the retention period by the Department.
 - 1. If any litigation, claim, negotiation action or audit involving the records is started before the expiration of the seven-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular seven-year period, whichever is later, unless otherwise directed by the Department.
 - 2. Records for nonexpendable property acquired with the Department funds shall be retained for seven (7) years after its final disposition, unless otherwise provided or directed by the Department.
- B. For federal and State purposes (unless otherwise provided):
 - 1. General – The retention period starts from the date of submission of the final expenditure report, or for grants that are renewed annually, from the date of submission of the annual financial report.
 - 2. Real Property and Equipment – The retention period for real property and equipment records starts from the date of the disposition, replacement, or transfer at the direction of the Department.
- C. The Department may request transfer of certain records to its custody from the Subrecipient when it determines that the records possess long-term retention value and will arrange with the Subrecipient to retain any records that are continuously needed for joint use.

{373953.DOCX.2}18

XXI. Enforcement**Remedies for Noncompliance**

If a Subrecipient materially fails to comply with any term of this Agreement, or any related requirements including those stated in a state or federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, the Department may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient or take more severe enforcement action.
2. Disallow all or part of the cost of the activity or action not in compliance.
3. Wholly or partly suspend or terminate the current award for the Subrecipient's program.
4. Withhold further awards for the program.
5. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the grant agreement.
6. Take other remedies that may be legally available.

Hearings, Appeals

In taking an enforcement action, the Department may provide the Subrecipient an opportunity for such hearing, appeal, or other administrative proceeding to which the Subrecipient is entitled under any statute or regulation applicable to the action involved.

Effects of Suspension and Termination

Costs incurred by Subrecipient, resulting from obligations incurred by the Subrecipient during a suspension or after termination of an award, are not allowable to be applied against the grant unless the Department expressly authorizes them in the notice of suspension or termination or subsequently. Other Subrecipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if the costs result from obligations which were properly incurred by the Subrecipient before the effective date of suspension or termination, and cannot be cancelled.

Relationship to Debarment and Suspension

The enforcement remedies identified in this Section, including suspension and termination, do not preclude the Subrecipient from being subject to State and federal debarment and suspension procedures.

XXII. Termination and Suspension

- A. The following definitions shall apply for the purposes of this Section:
1. Termination
The termination of a grant means the cancellation of assistance, in whole or part, under a Grant Agreement at any time prior to the date of completion.
 2. Suspension
The suspension of a grant is an action by the Department taken temporarily under the Agreement pending corrective action by the Subrecipient or pending a decision to terminate the grant by the Department.
 3. Disallowed Costs
Disallowed costs are those charges against the Grant Budget, which the Department or its representatives determine to be beyond the scope of the grant, excessive, or otherwise unallowable.
- B. When the Subrecipient has failed to comply with any Agreement term, standards, or conditions, the Department may suspend the grant and withhold further payments; prohibit the Subrecipient from incurring additional obligations of grant funds pending corrective action by the Subrecipient; or decide to terminate the grant in accordance with paragraph C below. The Department shall allow all necessary and proper costs, which the Subrecipient could not reasonably avoid during the period of suspension, provided they meet federal and State requirements.
- C. The Department may terminate the grant in whole or in part whenever it is determined that the Subrecipient has failed to comply with the conditions of the Agreement. The Department shall promptly notify the Subrecipient in writing of the determination and the reasons for the termination together with the effective date. Payments made to the Subrecipient or recoveries by the Department under the grant terminated for cause shall be in accordance with the legal right and liability of the parties.
- D. The Department and the Subrecipient may terminate the grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and in case of partial terminations, the portion to be terminated. The Subrecipient shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible.
- E. The Grant Closeout procedures in Section XXIII of this Exhibit C shall apply in all cases of termination of the grant.

{373953.DOCX.2}20

CLOSEOUT REQUIREMENTS

XXIII. Grant Closeout Procedures

- A. The following definitions shall apply for the purpose of this Section:
1. Grant Closeout
The closeout of a grant is the process by which the Department determines that all applicable administrative actions and all required work of the grant have been completed by the Subrecipient.
 2. Date of Completion
The date when all grant activities are completed or the expiration date in the Agreement, or any supplement or amendment thereto and no later than December 31, 2026.
- B. The Subrecipient shall submit final expenditure and performance reports as prescribed by the Department and in the timeframes set forth in the Agreement upon completion of the grant period or termination of the grant. The Department may permit extensions when requested in writing by the Subrecipient.
- C. The Subrecipient will, together with the submission of the final report, refund to the Department any unexpended funds or unobligated (unencumbered) cash advanced, except such sums that have been otherwise authorized in writing by the Department to be retained.
- D. In the event a final audit has not been performed prior to the closeout of the grant, the Department retains the right to recover any appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

EXHIBIT D
SCHEDULE OF ASSURANCES

The City of Asbury Park will comply with the provisions of the following federal statutes, rules, and regulations in connection with the American Rescue Plan Act – Coronavirus State Fiscal Recovery Fund:

A. Federal regulations applicable include, without limitation, the following:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as U.S. Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by U.S. Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award. See <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds/recipient-compliance-and-reporting-responsibilities>
2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
3. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and U.S. Treasury's implementing regulation at 31 C.F.R. Part 19.
5. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
6. Government-wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
7. New Restrictions on Lobbying, 31 C.F.R. Part 21.
8. Executive Order 13985 On Advancing Racial Equity and Support for Underserved Communities Through the Federal Government (January 20, 2021).

{373953.DOCX.2}22

9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
10. Generally applicable federal environmental laws and regulations.

B. Statutes and regulations prohibiting discrimination applicable include, without limitation, the following:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and U.S. Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance. The following language must be included in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignees shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the U.S. Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the U.S. Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and U.S. Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.
5. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

{373953.DOCX.2}23

C. Federal Labor Standards

1. The Contract Work Hours and Safety Standards Act (40 U.S.C. §3701 et seq.), requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts of \$100,000 or greater be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty in a work-week;
2. The Federal Fair Labor Standards Act (29 U.S.C. 201 et seq.), requiring that covered nonexempt employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week;
3. The Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented in Department of Labor regulations (29 CFR 3), which requires payment of wages once a week and allows only permissible payroll deductions.

D. Other State and federal laws applicable include, but are not limited to, the following:

1. The New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.), establishing a prevailing wage level for workers engaged in public works.
2. The Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limits certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
3. State of New Jersey Executive Order No. 215 (Kean 1989), requiring environmental assessments or environmental impact statements to the extent applicable for major construction projects.
4. (a) In accordance with 41 U.S.C. § 4712, The City of Asbury Park may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- (b) The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the U.S. Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or

{373953.DOCX.2}24

- vii. A management official or other employee of DCA, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- (c) The City of Asbury Park shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
- 4. Contracting with Small, Minority-owned, Women-owned and Veteran-owned Businesses, and Labor Surplus Area Firms.
 - (a) The City of Asbury Park shall take all necessary affirmative steps to ensure contracting opportunities are provided to small, minority-owned, woman-owned, and veteran-owned businesses, and labor surplus area firms. As used in this contract, the terms “minority-owned business,” “women-owned business,” and “veteran-owned business” means a business that is at least fifty-one percent (51%) owned and controlled by minority group members, women or veterans. For purposes of this definition, “minority group members” are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and Native Americans. The City of Asbury Park may rely on written representations by businesses regarding their status as minority, women and veteran businesses in lieu of an independent investigation.
 - (b) Affirmative steps shall include:
 - i. Placing qualified small and minority-, veteran- and women-owned businesses on solicitation lists;
 - ii. Ensuring that small and minority-, veteran- and women-owned businesses are solicited whenever they are potential sources for goods and/or services required in furtherance of the Agreement;
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority-, veteran- and women-owned businesses;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority-, veteran- and women-owned businesses;
 - v. Using the service and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce; and
 - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subparagraphs (a) through (e) of this section.

E. Increasing Seat Belt Use in the United States.

1. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), The City of Asbury Park should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

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F. Reducing Text Messaging When Driving

1. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), The City of Asbury Park should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and The City of Asbury Park should establish workplace safety policies to decrease accidents caused by distracted drivers.

G. Personally Identifiable Information

1. To the extent The City of Asbury Park receives personally identifiable information, it will comply with the Privacy Act of 1974 and U.S. Treasury rules and regulations related to the protection of personally identifiable information. The term “personally identifiable information” refers to information which can be used to distinguish or trace an individual’s identity, such as their name, social security number, biometric records, etc., either alone or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc. See 2 CFR 200.79. Subrecipients shall require all persons that have access to personally identifiable information (including subcontractors/subconsultants and their employees) to sign a Non-Disclosure Agreement.

H. Conflicts of Interest.

1. The City of Asbury Park must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded with CSFRF Funds.
2. The City of Asbury Park and any grantees or subrecipients must disclose in writing to U.S. Treasury or DCA, as appropriate, any potential conflict of interest affecting the CSFRF Funds in accordance with 2 C.F.R. § 200.112.

I. American Rescue Plan Act

1. Sections 602 and 603 of the Social Security Act, as added in Section 9901 of the American Rescue Plan Act (Pub. L. 117-2).
2. Implementing regulations adopted by U.S. Treasury pursuant to Section 602(f) of the Social Security Act, as added in Section 9901 of the American Rescue Plan Act (Pub. L. 117-2).



**Asbury Park, New Jersey
ORDINANCE NO. 2024-9**

**ORDINANCE AMENDING SECTION 20-3, ENTITLED “PLASTIC BAGS,” OF
CHAPTER 20, “ENVIRONMENTAL REGULATIONS,” OF “THE CODE OF THE
CITY OF ASBURY PARK.”**

WHEREAS, the City of Asbury Park (the “City”) previously established Section 20-3, entitled “Plastic Bags,” of Chapter 20, “Environmental Regulations,” of “The Code of the City of Asbury Park” (also referenced as the “City Code”); and

WHEREAS, the Mayor and Council wish to revise Section 20-3 of the City Code in accordance with the provisions set forth herein.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, that Section 20-3, entitled “Plastic Bags,” of Chapter 20, “Environmental Regulations” of “The Code of the City of Asbury Park,” is hereby amended and supplemented as follows (additions are shown with underline; deletions are shown with ~~strikethrough~~):

Chapter 20. Environmental Regulations

§20-3. PLASTIC BAGS

§20-3.1. Purpose.

It is hereby determined and declared to be the public policy of the City of Asbury Park to address a significant global problem relating to the production and use of single-use plastic carryout bags and the adverse effects emanating directly therefrom. Specifically, the intent of this section is to reduce the use of single-use plastic carryout bags, and to promote the use of reusable carryout bags in order to reduce litter, to reduce harm to humans, wildlife and the environment, to protect our parks and coastal waterways, and to protect the health, safety and welfare of the general public.

§ 20-3.2. Definitions.

As used in this section:

CARRYOUT BAG

~~A~~Shall mean a bag that is: (1) provided by a covered store to a customer at the point of sale to carry food items, goods or other products purchased from such store; or (2) provided by a street vendor to a customer at the point of sale to carry food items or

goods/products purchased from such street vendor. Such term shall not include reusable carryout bags or exempt bags.

CITY

Shall mean The City of Asbury Park, in Monmouth County, New Jersey.

CITY MANAGER

Shall mean The City Manager of the City of Asbury Park, or his/her designee(s), authorized to carry out the provisions of this section.

COVERED STORE

Shall mean (i) A food service establishment, and (ii) a retail, wholesale or service establishment engaged in either the sale of personal, consumer or household items, or the provision of services, including but not limited to drug stores, pharmacies, grocery stores, supermarkets, convenience food stores, food marts, hardware stores, liquor stores, clothing stores, jewelry stores, or other retail establishments of any kind, or service establishments of any kind, including but not limited to beauty salons, etc., that provide carryout bags to consumers in which to place items purchased or obtained at such establishment.

EXEMPT BAG

Shall mean Any of the following:

- a. Bags without handles to carry produce, meats, dry goods, or other non-prepackaged food items to the point of sale within a covered store to prevent such food items from coming into direct contact with, and/or intended to stop cross-contamination with, other purchased items;
- b. Bags provided by a pharmacy to carry prescription drugs;
- c. Laundry or dry-cleaning bags;
- d. Newspaper bags;
- e. Bags used to contain or wrap ice, frozen foods, meat, fish, or other items, whether prepackaged or not, to prevent or contain moisture;
- f. Bags associated with any purchase related to an individual receiving public assistance, such as the New Jersey State Supplemental Nutritional Assistance Program, the EBT Program, or the New Jersey State Special Supplemental Nutrition Program for women, infants and children (as full or partial payment, fixed income or disability);
- g. Small clear plastic bags of less than four inches in depth that are commonly provided to customers by hardware stores to hold screws and bolts and other small items; or

- h. Any other bag to be exempted from the provisions of this section as determined by the City Manager or his/her designee.

FOOD SERVICE ESTABLISHMENT

Shall mean ~~A~~any establishment located in the City which serves made-to-order food and/or beverages for dine in, take out or delivery, but not including food trucks and mobile food carts.

OPERATOR

~~A~~Shall mean a person in control of, or having responsibility for, the daily operation of a covered store, which may include, but need not be limited to, the owner of the covered store.

REUSABLE CARRYOUT BAG

~~A~~Shall mean a bag with handles that is specifically designed and manufactured for multiple reuse and is either:

- a. Made of cloth or other machine washable fabric;
- b. Made of polyester, polypropylene, cotton, hemp, linen or other ~~durable material or plastic~~ soft cloth that is at least 2.25 mils in thickness; or
- c. Defined as a reusable bag by the City Manager or his/her designee.

SINGLE-USE PAPER CARRYOUT BAG

~~A~~Shall mean a single-use carryout bag that is made of paper.

SINGLE-USE PLASTIC CARRYOUT BAG

Shall mean ~~A~~any carryout bag that is made of plastic and that is not: (1) a single-use paper carryout bag; (2) a reusable carryout bag; or (3) an exempt bag.

STREET VENDOR

Shall mean, ~~F~~for purposes of this section, any person or business peddling, vending, selling, or displaying for sale any merchandise or food that is presented from a mobile or transient setting, including but not limited to a vehicle, truck, food truck, or cart, or from a moveable tent, table, or stand, or otherwise. This term shall include but not be limited to all peddlers, transient merchants and/or other vendors who are licensed under Chapter IV of the City Code, as well as all vendors at farmers markets, street festivals, and other events requiring group or special event permits (per § 4-10 of the City Code), and street performers who have obtained a permit under § 4-15 of the City Code.

§ 20-3.3. Use of Single-Use Plastic Carryout Bags Prohibited.

Effective January 1, 2020, no operator of any covered store or street vendor within the City shall provide any single-use plastic carryout bag to any customer for the purpose of enabling a customer to transport food items, goods or other products out of the covered store or from the point of purchase, except in accordance with the provisions of this section. Nothing in this

section shall be read to preclude operators of covered stores or street vendors from providing single-use paper carryout bags to customers for a fee in accordance with Subsection **20-3.4** of this section or from making reusable carryout bags available for sale to customers. No operator or street vendor shall preclude customers from using their own reusable carryout bags.

§ 20-3.4. Carryout Bag Fee.

- a. Effective January 1, 2020, an operator of a covered store or a street vendor may provide a customer with a single-use paper carryout bag or reusable carryout bag, provided that the operator or street vendor shall impose and collect a minimum fee of \$0.10 for each single-use paper carryout bag or reusable carryout bag provided to the customer. There shall be a maximum fee of \$0.25 charged by any operator or street vendor for each single-use paper carryout bag provided to a customer, but there shall be no maximum fee imposed on an operator or street vendor for each reusable carryout bag provided to a customer. No covered store or street vendor shall be required to charge such fee for an exempt bag. All monies collected under this section shall be retained by the covered store or street vendor. The City recommends that such funds be utilized by covered stores and street vendors to purchase additional single-use paper carryout bags and reusable carryout bags for use by customers and/or to provide outreach and education efforts aimed at educating residents and consumers about reducing the use of single-use plastic carryout bags and increasing the use of reusable carryout bags.
- b. Each operator shall indicate on the sales or other receipt given to the customer the total number of single-use paper carryout bags provided to the customer, and the total fee charged to the customer pursuant to Subsection **a** above. This provision shall not apply to street vendors.
- c. No covered store or street vendor shall charge a carryout bag fee for bags of any kind provided by the customer in lieu of a carryout bag provided by any such covered store or street vendor.
- d. No covered store or street vendor shall charge or prevent a person from using a bag of any kind that they have brought to any such covered store or street vendor for purposes of carrying food items, goods or other products from such store or street vendor.

§ 20-3.5. Outreach and Education.

- a. The City Manager or his/her designee shall establish an outreach and education program aimed at educating residents, covered stores and street vendors on reducing the use of single-use plastic carryout bags and increasing the use of reusable carryout bags.
- b. To the extent practicable, the City Manager or his/her designee shall seek the assistance of private entities and local not-for-profit organizations to provide and distribute reusable carryout bags to residents, and to covered stores and street vendors.

§ 20-3.6. Enforcement.

- a. Any notice of violation issued pursuant to this section shall be returnable in the City's municipal court, which shall have the power to impose penalties as provided herein.
- b. The City Manager shall designate appropriate departments and/or staff to enforce this Section, including but not limited to the Police Department, Public Works Department, and/or Code Enforcement Department.

§ 20-3.7. Penalty.

Any person who is convicted of a violation of this section shall, upon conviction, be liable to the following penalties: for the first offense, there shall be a fine of \$250; for the second offense, there shall be a fine of \$500; and for the third and each subsequent offense, there shall be a fine of \$1,000.

BE IT FURTHER ORDAINED, that all other provisions of Chapter 20 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. 2024-9 which was finally adopted by the City Council at a meeting held on the 24th day of April, 2024

LISA ESPOSITO
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2024-10**

**ORDINANCE OF THE CITY OF ASBURY PARK AMENDING AND
SUPPLEMENTING CHAPTER STC1, ENTITLED “RULES AND REGULATIONS OF
THE SHADE TREE COMMISSION,” OF “THE CODE OF THE CITY OF ASBURY
PARK.**

WHEREAS, the City of Asbury Park (the “City”) previously established Chapter STC1, entitled “Rules and Regulations of the Shade Tree Commission,” of “The Code of the City of Asbury Park” (also referenced as the “City Code”); and

WHEREAS, the Mayor and Council wish to revise Chapter STC1 of the City Code, in accordance with the provisions set forth herein.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, that Chapter STC1, entitled “Rules and Regulations of the Shade Tree Commission,” of “The Code of the City of Asbury Park,” is hereby amended and supplemented as follows (additions are shown with underline; deletions are shown with ~~strikeout~~):

Chapter STC1. Rules and Regulations of the Shade Tree Commission

§ STC1-1. PREAMBLE.

[STC:11-10-61]

Whereas, as provided in Chapter 325, of the Laws of 1915, and amendments and supplements thereto, Chapter 42 Laws of 1958 of the State of New Jersey, the Mayor and Council did on January 28, 1947 adopt an ordinance creating and establishing a Shade Tree Commission, granting to the Commission all such authority and power as conferred upon it by N.J.S.A. 40:64-1 et seq. The Shade Tree Commission, in order to perform the duties of the Commission as contained in the aforementioned enabling acts, does hereby enact the following Rules and Regulations.

§ STC1-2. POWERS AND DUTIES.

[STC:11-10-61 § 1]

There is hereby vested in the Shade Tree Commission full and exclusive control over the regulation, planting and care of shade and ornamental trees and shrubbery now located, or which may hereafter be planted in any public highway, park, or parkway in the City of Asbury Park, including the planting, trimming, spraying, care and protection thereof; regulate and control the use of the ground surrounding the same, so far as may be necessary for their proper growth, care and protection; remove or require the removal of any tree or part thereof, dangerous to public

safety; administer treatment to or remove any tree situated on private property which is believed to harbor a disease or insects readily communicable to neighboring healthy trees in the care of the City and enter upon private property for that purpose with the consent of the owner thereof, provided suspected condition is first confirmed by a certificate issued by or on behalf of the Department of Agriculture.

§ STC1-3. PRUNING OF HIGHWAY SHADE TREES.

[STC:11-10-61 § 2]

It shall be unlawful and a violation of the provisions of this chapter for any person or persons to prune or cut a highway shade tree without the consent of the Shade Tree Commission.

§ STC1-4. INJURING, BREAKING, OR DESTROYING HIGHWAY SHADE TREES.

[STC:11-10-61 § 3]

It shall be unlawful and a violation of the provisions of this chapter for any person or persons to injure, tamper, willfully break, destroy or remove any highway shade tree.

§ STC1-5. PENALTY.

[STC:11-10-61 § 4]

Any person who shall violate any of the provisions of this chapter and any person who aids, abets or assists therein, shall, upon conviction thereof by the Judge, be subject to one or more of the following penalties for each offense or violation: (1) a fine of ~~any amount~~, not less than five hundred dollars (\$500.00) nor exceeding two hundred (~~\$200.00~~) thousand dollars (\$2,000.00); ~~for each offense or violation or be imprisoned~~ (2) imprisonment for a term not exceeding thirty (30) days in the County Jail, or in any place provided by the municipality for the detention of prisoners, ~~or both~~; or (3) the performance of community service for a period of not more than ninety (90) days.

§ STC1-6. INTERPRETATION.

[STC: 11-10- 61 § 5]

This chapter shall be deemed to be in addition and supplementary to, and not be in conflict with nor a repeal of prior or existing ordinances of this City, but shall be an additional provision for the regulation and control of highway shade trees.

§ STC1-7. PROTECTING TREES ON CITY STREETS.

§ STC1-7.1. Prohibited Acts.

[STC: Ord. No. 758 § 5]

No person shall do, or cause to be done, any of the following acts upon the City streets without the written permit of the Shade Tree Commission.

- a. Cut, trim, break, climb with spikes, disturb the roots of, or otherwise injure, or spray with any chemical, or remove, any living tree or shrub; or injure, misuse or remove any structure or device placed to support or protect such tree or shrub.
- b. Plant any tree or shrub.

- c. Fasten any rope, wire, electric attachment, sign or other device to a tree or shrub, or to any guard about such tree or shrub.
- d. Close or obstruct any open space provided about the base of the tree or shrub to permit the access of air, water, or fertilizer to the roots of such tree or shrub.
- e. Pile any building material, or make any mortar or cement within six (6) feet of a tree or shrub.

§ STC1-7.2. Guarding Trees from Harm.

[STC: Ord. No. 758 § 6]

- a. Every person having control over any wire for the transmission of an electric current along a public street shall at all times guard all trees through which or near which, such wire passes against any injury from the wire or from the electric current carried by it. The device or means used shall in every case be subject to the approval of the Shade Tree Commission.
- b. No person shall permit any brine, gas or injurious chemical to come in contact with the stem or roots of any tree or shrub upon a public street.

§ STC1-7.3. Tree Removal and Replacement Requirements.

The following provisions establish requirements for tree removal and replacement within the City of Asbury Park to reduce soil erosion and pollutant runoff, promote infiltration of rainwater into the soil, reduce heat island effect, and protect the environment, public health, safety, and welfare.

a. Definitions:

The following terms, phrases, words, and their derivations shall have the meanings stated herein unless their use in the text of this ordinance clearly demonstrates a different meaning. When consistent with the context, words used in the present tense include the future, words used in the plural number include the singular number, and words used in the singular number include the plural number. The use of the word "shall" means the requirement is always mandatory and not merely directory.

APPLICANT

Shall mean any "person", as defined below, who applies for approval to remove trees regulated under this ordinance.

ASBURY PARK ENVIRONMENTAL/SHADE TREE COMMISSION (ESTC)

Shall mean the official name of the Shade Tree Commission of Asbury Park.

ASBURY PARK TREE REPLACEMENT FUND

Shall mean a fund established by the City of Asbury Park for the express purpose of planting and maintaining trees on public property. The fund may also be used for consulting fees for administration of the Tree Removal and Replacement Ordinance.

CITY

Shall mean the City of Asbury Park.

CRITICAL ROOT RADIUS (CRR)

Shall mean the zone around the base of a tree where the majority of the root system is found. This zone is calculated by multiplying the diameter at breast height (DBH) of the tree by 1.5 feet. For example: a tree with a 6" DBH would have a CRR = 6"x1.5' = 9'.

DIAMETER AT BREAST HEIGHT (DBH)

Shall mean the diameter of the trunk of a mature tree generally measured at a point four and a half feet above ground level from the uphill side of the tree. For species of trees where the main trunk divides below the 4 ½ foot height, the DBH shall be measured at the highest point before any division.

HAZARD TREE

Shall mean a tree or limbs thereof that meet one or more of the criteria below. Trees that do not meet any of the criteria below and are proposed to be removed solely for development purposes are not hazard trees.

1. Has an infectious disease or insect infestation;
2. Is dead or dying;
3. Obstructs the view of traffic signs or the free passage of pedestrians or vehicles, where pruning attempts have not been effective;
4. Is causing obvious damage to structures not able to be repaired or remediated by other means; or
5. Is determined to be a threat to public health, safety, and/or welfare by a certified arborist or Licensed Tree Expert (LTE).

INVASIVE TREES

Shall mean species of trees introduced deliberately or unintentionally outside their natural habitats where they have the ability to establish themselves, invade, out-compete natives and take over the new environments. Invasive trees are those trees recognized by the New Jersey Department of Environmental Protection and those on the most recent New Jersey Invasive Species Strike Team "Do Not Plant List."

PERSON

Shall mean any individual, resident, corporation, utility, company, partnership, firm, or association.

PLANTING STRIP

Shall mean the part of a street right-of-way between the public right-of-way and the portion of the street reserved for vehicular traffic or between the abutting property line and the curb or traveled portion of the street, exclusive of any sidewalk.

RESIDENT

Shall mean an individual who resides on the residential property or contractor hired by the individual who resides on the residential property where a tree(s) regulated by this ordinance is removed or proposed to be removed.

STREET TREE

Shall mean a tree planted in the sidewalk, planting strip, and/or in the public right-of-way. This also includes trees planted in planting strips within the roadway right-of-way, i.e., islands, medians, pedestrian refuges.

TREE

Shall mean a woody perennial plant, typically having a single stem or trunk growing to a considerable height and bearing lateral branches at some distance from the ground.

TREE CALIPER

Shall mean the diameter of the trunk of a young tree, measured six (6) inches from the soil line. For young trees whose caliper exceeds four (4) inches, the measurement is taken twelve (12) inches above the soil line.

TREE REMOVAL

Shall mean to kill or to cause irreparable damage that leads to the decline and/or death of a tree. This includes, but is not limited to, excessive pruning, application of substances that are toxic to the tree, over-mulching or improper mulching, and improper grading and/or soil compaction within the critical root radius around the base of the tree that leads to the decline and/or death of a tree. Removal does not include responsible pruning and maintenance of a tree, or the application of treatments intended to manage invasive species.

b. Tree Removal Application Process.

1. Any person who would like to remove:
 - (a) a Street Tree with DBH of 2.5" or more, or

(b) any non-Street Tree with DBH of 6” or more on their property,

shall submit a completed Tree Removal Application and the Application fee of \$25.00 to the City of Asbury Park Department of Public Works. **No tree shall be removed until municipal officials have reviewed and approved the removal.**

2. In addition to the application, the applicant must submit a sketch or site plan showing all existing and proposed structures, walkways, driveways, pools, etc., and the location of the trees to be removed and the proposed location of the replacement tree(s). Trees to be removed should be marked with a ribbon for clear identification by the ESTC member or Licensed Tree Expert who will be inspecting the site.
3. Within thirty (30) business days of receipt of the application, the ESTC or Licensed Tree Expert shall:
 - (a) Visit and inspect the location and trees that are subject to the application.
 - (b) If necessary, meet with the applicant on site.
 - (c) Grant or deny the application in part or in whole or make recommendations that would make the application acceptable to the ESTC or Licensed Tree Expert, in writing.

c. Tree Removal Requirements for Approved Applications.

1. It is the responsibility of the applicant to dispose of all branches, trunk, and debris.
2. All trees removed from the Planting Strip must have their trunk removed to 8” - 12” below grade and backfilled to grade.

d. Tree Replacement Requirements.

1. Any person who removes one or more Street Tree(s) with a DBH of 2.5” or more or tree on their property with DBH of 6” or more unless exempt under Section g, below, shall be subject to the requirements of Table A: Tree Replacement Requirements. Tree Replacement Fees are applied if the applicant prefers to pay for replacement trees to be planted at the agreed upon site or does not replace the tree(s) within the required timeframe. Replacement trees must be planted in accordance with Asbury Park City Code §30.57.12 Street Tree, Landscaping and Planting Requirements.

Table A: Tree Replacement Requirements

<u>Tree Removed (DBH)</u>	<u>Required Number of Replacement Trees (2" Caliper) per Tree Removed or Destroyed</u>	<u>Tree Replacement Fee in Lieu of Planting</u>
<u>DBH of 2.5" (street trees) or 6" (private property trees) to 12.99"</u>	<u>1</u>	<u>\$500</u>
<u>DBH of 13" to 22.99"</u>	<u>2</u>	<u>\$1000</u>
<u>DBH of 23" to 32.99"</u>	<u>3</u>	<u>\$1500</u>
<u>DBH of 33" or greater</u>	<u>4</u>	<u>\$2000</u>

2. The species type and diversity of replacement trees shall be approved by the ESTC and be consistent with the guidance provided by the Monmouth County Department of Public Works and Engineering, Trees for Monmouth County. Tree selection and must consider the planting site, including proximity to buildings, the width of the planting strip and whether utility wires will interfere with the tree's future growth. The planting of Invasive Tree species is prohibited.
3. Replacement trees must be planted within twelve (12) months of the date of removal of the original tree(s) or at an alternative date specified by the City;
4. Replacement trees must be monitored and watered by the applicant for a period of two (2) years to ensure their survival and shall be replaced as needed within twelve (12) months; and
5. Replacement trees shall not be planted in temporary containers or pots, as these do not count towards tree replacement requirements.

e. Tree Replacement Fund.

Where an applicant chooses to make payment to the Asbury Park Tree Replacement Fund in lieu of physically replacing the trees on said property, the Tree Replacement Fee as set forth in Table A will be assessed. The Asbury Park Tree Replacement Fund shall constitute a separate fund established by the City with the dedicated purpose of tree replacement and maintenance within the City.

f. Tree Replacement Alternative.

1. If the City determines that some or all required replacement trees cannot be planted on the property where the tree removal activity occurred, then the

applicant shall:

- (a) Plant replacement tree(s), in consultation with the ESTC and in accordance with the requirements outlined in Section d above in a separate area(s) approved by the City, or
- (b) Pay a Tree Replacement Fee in accordance with the schedule outlined in Table A above. This fee shall be placed into The Asbury Park Tree Replacement Fund.

g. Exemptions.

All persons shall comply with the tree replacement standard outlined above, except in the cases detailed below. Proper justification shall be provided, in writing, to the City by all persons claiming an exemption. An application must be submitted for an exemption and approved by the City. The following exemptions are applicable:

- 1. Any trees removed as part of a municipal or state decommissioning plan. This exemption only includes trees planted as part of the construction and predetermined to be removed in the decommissioning plan.
- 2. Any trees removed pursuant to a New Jersey Department of Environmental Protection (NJDEP) or U.S. Environmental Protection Agency (EPA) approved environmental clean-up, or NJDEP approved habitat enhancement plan;
- 3. Approved game management practices, as recommended by the State of New Jersey Department of Environmental Protection, Division of Fish, Game and Wildlife;
- 4. Hazard trees may be removed with no replacement requirement. However, an application and fee must be submitted to the City and approved.

h. Enforcement.

This ordinance shall be enforced by the Asbury Park Police Department and/or Code Enforcement during the course of ordinary enforcement duties.

i. Violations and Penalties.

Any person who shall violate any of the provisions of this chapter and any person who aids, abets or assists therein, shall, upon conviction thereof by the Judge, be subject to one or more of the following penalties for each offense or violation: (1) a fine of not less than five hundred dollars (\$500.00) nor exceeding two thousand dollars (\$2,000.00); (2) imprisonment for a term not exceeding thirty (30) days in the County Jail, or in any place provided by the municipality for the detention of prisoners; or (3) the performance of community service for a period of not more than ninety (90) days.

i. Annual Report.

The Shade Tree Commission shall provide a written report to the City Council annually on the number of applications that were granted or denied pursuant to this Chapter and the number of trees removed and replaced. The report shall include the fees, penalties and assessments collected and dispersed to the Asbury Park ESTC. The report shall be submitted by February 1 of each year regarding the preceding year's activities.

BE IT FURTHER ORDAINED, that all other provisions of Chapter STC1 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. 2024-10 which was finally adopted by the City Council at a meeting held on the 24th day of April, 2024

LISA ESPOSITO
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2024-11**

**ORDINANCE OF THE CITY OF ASBURY PARK APPROVING AND ADOPTING A
REDEVELOPMENT PLAN FOR PROPERTY LOCATED AT 1201 MEMORIAL DRIVE
(BLOCK 203, LOT 5)**

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq., as amended and supplemented (the “Act”), provides a process for municipalities to participate in the redevelopment and improvement of areas in need of redevelopment; and

WHEREAS, City of Asbury Park has had a city wide designation as an area in need of rehabilitation for over 40 years pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq. (the “Redevelopment Law”); and

WHEREAS, the Council has determined that the effective Rehabilitation of the Area would be stimulated by adoption of the “1201 Memorial Drive Redevelopment Plan” and

WHEREAS, the Council desires to adopt the “1201 Memorial Drive Redevelopment Plan” and to provide notice thereof in accordance with law.

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

Section 1. The “1201 Memorial Drive Redevelopment Plan” be and hereby is adopted with the Attachment to this Ordinance entitled “1201 Memorial Drive Redevelopment Plan”.

Section 2. In the event that any section, part or provision of the Ordinance shall be held to be unenforceable or invalid by any court, such holding shall not affect the validity of this Ordinance as a whole, or any party thereof, other than the part so held unenforceable or invalid.

Section 3. This ordinance shall take effect upon final passage, publication, and filing with the Office of the Clerk of Monmouth County, all as required by law.

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. 2024-11 which was finally adopted by the City Council at a meeting held on the 24th day of April, 2024

LISA ESPOSITO
CITY CLERK

1201 MEMORIAL DRIVE REDEVELOPMENT PLAN



BLOCK 203 LOT 5

ASBURY PARK CITY NJ

Draft: April 1, 2024

Attachment: 240401 Draft 1201 Memorial Redev Plan (2024-11 : 1201 Memorial Drive Redevelopment Plan)

1201 MEMORIAL DRIVE REDEVELOPMENT PLAN

BLOCK 203 LOT 5

CITY OF ASBURY PARK, MONMOUTH COUNTY

Adopted _____

CITY OF ASBURY PARK MAYOR AND COUNCIL

John Moor, Mayor
Amy Quinn, Deputy Mayor
Yvonne Clayton

Angela Ahbez- Anderson
Eileen Chapman

Frederick Raffetto, Esq., City Attorney
David Clark, Redevelopment Attorney
Michele Alonso, PP, AICP, Director of Planning and Redevelopment
Elizabeth McManus, PP AICP LEED AP, City Planning Consultant

CITY OF ASBURY PARK PLANNING BOARD

Barbara Krzak - Chairperson
Michael Goonan- Vice Chairperson
Mayor John Moor
Councilperson Yvonne Clayton
Transportation Dir. - James Bonanno

Erik Galipo
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Jack Serpico, Esq., Board Attorney
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Prepared for the City of Asbury Park by:



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TABLE OF CONTENTS

INTRODUCTION.....1

REDEVELOPMENT PLAN OBJECTIVES.....2

APPLICABILITY & RELATIONSHIP TO THE LAND USE ORDINANCE.....4

GENERAL PROVISIONS.....4

REDEVELOPMENT REGULATIONS.....6

RELATIONSHIP TO PLANNING & OBJECTIVES 12

Exhibit A – Concept Plan

Exhibit B – Concept Building Renderings

INTRODUCTION

The Redevelopment Plan provides the policy and regulation for revitalization of 1201 Memorial Drive, Asbury Park, New Jersey (aka Block 203, Lot 5). The Redevelopment Plan Area encompasses one lot, specifically a 1.55-acre corner lot, with frontage on Memorial Drive, Fourth Avenue, and Fifth Avenue. The Area envisions the redevelopment of the vacant underutilized lot, transforming it into a development that can create a cohesive built environment between the residential neighborhoods to the west and the larger footprint commercial buildings found along Memorial Avenue. The Area will serve as a transitional area between the commercial and residential areas of the City, while creating a sense of place that promotes a high quality of life, economic support to the City's downtown, and a diversity of household incomes.

Rehabilitation is commonly recognized as a process governed by the Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-1 et seq.) ("the Law") that is undertaken in accordance with a rehabilitation plan adopted by the municipality. The Law defines rehabilitation as "the repair, reconstruction or renovation of existing structures, with or without the introduction of new construction or the enlargement of existing structures, in any area that has been determined to be in need of rehabilitation or redevelopment, to eliminate substandard structural or housing conditions and arrest the deterioration of that area." An area may be designated in need of rehabilitation by the local governing body if it is determined that the area exhibits any of the following conditions:

1. A significant portion of structures in the area is in deteriorated or substandard condition;
2. More than half of the housing stock in the delineated area is at least 50 years old;
3. There is a pattern of vacancy, abandonment or underutilization of properties in the area;
4. There is a persistent arrearage of property tax payments on properties in the area;
5. Environmental contamination is discouraging improvements and investment in properties in the area; or
6. A majority of the water and sewer infrastructure in the delineated area is at least 50 years old and is need of repair or substantial maintenance.

The designation of an area in need of rehabilitation may cover a neighborhood, other delineated area or, at times, an entire municipality. The City of Asbury Park has had a city wide designation as an area in need of rehabilitation for over 40 years. Unlike the procedures for designating an Area in Need of Redevelopment, no public hearing is necessary for a rehabilitation designation. Similarly, eminent domain is not allowed for properties in an area designated as in need of rehabilitation. Once an Area in Need of Rehabilitation is designated, the municipality may exercise the following powers:

1. Rehabilitation, repair and improvement of both residential and non-residential structures, done independently or as part of a redevelopment plan or project;
2. Redevelopment and the greater powers associated with the redevelopment designation (except for eminent domain) provided a redevelopment plan is adopted by ordinance for the area in need of rehabilitation; and
3. Tax abatements and exemptions, such as five-year property tax exemptions and abatements pursuant to the procedures and requirements of the Five-Year Exemptions and Abatement Law (N.J.S.A. 40A:21-1 et seq.).
4. In areas that have been designated as Areas in Need of Rehabilitation, municipalities can prepare Rehabilitation Plans and the Governing Body may adopt an Ordinance for that area. This Redevelopment Plan is adopted based on the designation of the entire City of Asbury Park as an area in need of rehabilitation.

The Redevelopment Plan Area serves as a transition point between the traditional residential neighborhoods of the City and the commercial uses found along Memorial Avenue. The area surrounding the subject property is characterized by a mix of residential and commercial uses. Residential uses are generally located to the west and commercial uses are generally located to the north, east, and south along Memorial Drive.

REDEVELOPMENT PLAN OBJECTIVES

The 1201 Memorial Drive Redevelopment Plan is intended to provide a framework for redevelopment of the area. This Redevelopment Plan is guided by the following objectives:

1. Promote redevelopment of a long-vacant property along one of the City's primary north-south corridors, Memorial Drive.

2. Create diverse housing opportunities in the form of multi-family residential development that accommodates a mix of incomes and household sizes. This includes, but is not limited to, affordable housing set aside of not less than 20%.
3. Promote economic development and growth for the City through the promotion of mixed-use development, with an emphasis on residential uses that will lead to more residents within walking and biking distance of the shops, services and activities of the downtown.
4. Maintain the overall character and quality of life for existing City residents by permitting uses that are sensitive to the surrounding area (particularly residences adjacent to the west) and limiting impacts from the Redevelopment Area, such as lighting and noise.
5. Ensure a unique sense of place is established that complements the character and scale of the City.
6. Incorporate visible public art into new development through engagement with local artists or artist groups.



1201 MEMORIAL DRIVE - BLOCK 203 LOT 5

City of Asbury Park, Monmouth County NJ

DATA SOURCE: Aerial Imagery, Google Earth 2021; NJGIN 2022 Monmouth County Parcels: This map was developed using NJDEP & NJOGIS Data, but this secondary product has not been NJDEP & NJOGIS verified



APPLICABILITY & RELATIONSHIP TO THE LAND USE ORDINANCE

The Redevelopment Plan envisions the creation of a revitalized area on Block 203 Lot 5. The Redevelopment Plan Area is envisioned as a vibrant transition point between the traditional residential neighborhoods of the City and the commercial uses found along Memorial Avenue, creating a cohesive built environment, while providing a variety of housing types and attracting a mix of incomes. An integrated residential development creates the opportunity for economic growth and development for the City while supporting existing businesses.

The standards of this Redevelopment Plan shall supersede the zoning provisions of the City of Asbury Park Land Development Ordinance. However, where the regulations and standards of the Redevelopment Plan are silent, the standards of the Land Development Ordinance shall apply to the redevelopment areas as permitted by N.J.S.A. 40A:12A-7.a(2).

The zoning map of the City of Asbury Park shall be amended upon the adoption of this Plan in accordance with N.J.S.A. 40A:12A-7.c to reflect this new classification.

GENERAL PROVISIONS

A. REDEVELOPMENT AUTHORITY

The City Mayor and Council shall act as the “Redevelopment Entity” pursuant to *N.J.S.A. 40A:12A-4.c* for purposes of implementing this Redevelopment Plan and carrying out redevelopment projects. In doing so, the City Council shall have the powers set forth in *N.J.S.A. 40A:12A-8* to effectuate all its duties and responsibilities in the execution and implementation of this Redevelopment Plan.

B. EFFECT OF REDEVELOPMENT AGREEMENT

The execution of the Redevelopment Agreement shall convey the right to prepare a site plan or subdivision application for development to the Asbury Park Planning Board in accordance with the terms of a Redevelopment Agreement and Redevelopment Plan, among other rights that may be granted by the City Council. Nothing herein shall prevent the City Council from amending the Redevelopment Plan as it sees fit.

C. ACQUISITION OF PROPERTY

No property is proposed to be acquired by public entities in the 1201 Memorial Drive Redevelopment Plan Area as part of this Redevelopment Plan.

D. RELOCATION PROVISIONS

The Redevelopment Plan Area is a vacant parcel where a light industrial facility once was and does not include any housing units. As such, no relocation provisions are necessary.

E. APPLICATION FOR DEVELOPMENT

The application for development shall include a major site plan application that includes the entirety of Block 203, Lot 5. An applicant shall seek major preliminary and final site plan approval for the entirety of the Redevelopment Plan Area but may request preliminary approval separate from final approval. No construction permits shall be issued without a Final Site Plan approval. The application shall be submitted in such form, and accompanied by such maps, documents, and materials as are prescribed in the City's Land Development Ordinance.

Only a party designated by the City of Asbury Park as the designated redeveloper shall be permitted to develop and/or redevelop the Property, which designation shall be accomplished with a Redevelopment Agreement between the City and the redeveloper. No party may seek or obtain site plan approval related to any portion of the Redevelopment Area without first having been designated as the designated redeveloper by the City. The Planning Board may not consider an application for site plan approval nor grant site plan approval for the Redevelopment Area unless the Applicant, or its related urban renewal entity affiliate, is the designated redeveloper as designated by the City of Asbury Park.

F. DEVIATION REQUESTS

Any application for a deviation from the requirements of this Redevelopment Plan shall provide public notice of such application in accordance with the requirements of public notice as set forth in the Local Redevelopment and Housing Law (*N.J.S.A. 40:55D-12a* and *b.*) and the Municipal Land Use Law (*N.J.S.A. 40:55D.*) The Asbury Park City Planning Board may grant design exceptions as well as deviations from the regulations contained within this Redevelopment Plan that are "c" variances pursuant to the Municipal Land Use Law (*N.J.S.A. 40:55D-70c*). Any deviation that constitutes a "d" variance pursuant to

the Municipal Land Use Law (*N.J.S.A. 40:55D-70d*) from the Redevelopment Plan shall be permitted only by means of an amendment of the Redevelopment Plan by the Mayor and City Council.

REDEVELOPMENT REGULATIONS

The Redevelopment Plan provides the policy framework and regulation for the revitalization of the 1201 Memorial Drive site. The Redevelopment Plan Area aims to ameliorate the vacant conditions that currently exist. 1201 Memorial Drive is envisioned as a new diverse residential neighborhood that provides economic support to the City's -retail centers while complementing the scale and character of the City, creating an integrated and cohesively built environment. Any regulations not addressed in this plan shall refer back to Chapter 30 of the City of Asbury Park municipal code.

A. REQUIRED & PERMITTED PRINCIPAL USES

Deviations from the following shall be considered use variances.

1. Ground Floor:
 - a. Nonresidential uses permitted in the (B) Business District,
 - b. Residential lobbies, utilities, and amenities, and
 - c. Parking.
2. Upper Floors:
 - a. Multi-family residential dwellings.
 - b. Residential lobbies, utilities, and amenities.

B. ACCESSORY USES AND STRUCTURES

Deviations from the following shall be considered c variances.

1. Signs.
2. Fences and walls.
3. Roof-top solar facilities.
4. Electric vehicle charging stations and make-ready infrastructure.
5. Loading, delivery, service, and pick-up zones.
6. Gyms, community rooms, amenity, and multi-purpose rooms.

7. Open space and recreation, including but not limited to playgrounds, community gathering spaces, and sitting areas.
8. Off-street parking, including surface, and structured parking.
9. Minor home occupations.
10. Private outdoor patios or terraces.
11. Other uses which are customary and incidental to the principal permitted uses.

C. RESIDENTIAL DENSITY

Deviations from the following shall be considered use variances.

1. Density shall not exceed 130 individual residential dwelling units.

D. AFFORDABLE HOUSING

Deviations from the following shall be considered c variances.

1. The affordable housing set-aside shall be not less than twenty percent (20%). Affordable housing units shall be developed in compliance with the City's affordable housing ordinance, Chapter 31 of the municipal code, and the Uniform Housing Affordability Control Rules (N.J.A.C. 5:80-21), including 13% of the affordable units being restricted to very low income housing units.
2. All affordable housing units shall be "family" units, defined as not being limited to any particular population (i.e., senior or special needs).
3. Affordable housing units shall be distributed throughout the building.
4. All affordable housing units shall have one (1) or more windows in each bedroom and one (1) or more windows in the living or dining space of the unit.
5. The average size of each affordable housing unit bedroom type (1-bedroom units, 2-bedroom units, 3-bedroom units) shall not be less than the average interior unit size of the market units of the same bedroom type in the project.

E. SITE DESIGN & BULK REGULATION

Deviations from the following shall be considered c variances, unless otherwise noted.

1. Site layout and design shall be substantially consistent with the Concept Plan provided in Exhibit A, unless otherwise provided herein.

2. Minimum setbacks to principal building:
 - a. Memorial Drive: 0 ft.
 - b. Fourth Avenue: 22 ft.
 - c. Fifth Avenue: 22 ft.
 - d. Rear Lot Line: 25 ft.
 - e. Permitted intrusions and exceptions:
 - i. Balconies and patios: maximum intrusion of 5 ft.
3. Building Height: (deviations from maximum building height are c variances unless the deviation exceeds 10 feet or 10% as per N.J.S.A. 40:55D-70.d.(6))
 - a. Maximum building height: 5 stories / 63 feet. Penthouses are exempt from height restrictions provided they are not habitable, cover not more than twenty (20%) percent of the fourth floor roof area, are not more than twelve (12) feet in height, and further provided that all building service equipment and appurtenances are enclosed in the penthouse in addition to any use permitted in the zone where located, excluding any penthouse level that complies with the provisions noted herein.
4. Maximum impervious coverage: 85%
5. Trash and recycling storage facilities shall not be visible from the public right-of-way or adjacent residential properties and shall be stored internally or in an enclosure.
6. Mechanical equipment, other than utilities providing service to the building, shall be shielded so as not to be visible from adjacent streets and lots.
7. A planted buffer of not less than 5 feet in width, as well as a solid fence, shall be provided where the property abuts a residential lot. The design of the buffer, including plantings, fence location and design (provided said fence does not exceed 6 feet in height) shall be at the discretion of the Planning Board.

F. PARKING & CIRCULATION

Deviations from the following shall be considered c variances.

1. The parking and circulation on the property, including curb cuts, shall be substantially consistent with the Concept Plan provided in Exhibit A to this Redevelopment Plan, unless otherwise provided herein. Roadway improvements, such as curb extensions, shall be considered and discussed with the City of Asbury Park and if acceptable included in the redeveloper agreement.

2. Parking shall be provided as follows:
 - a. A minimum of one parking space per multi-family unit shall be constructed. This shall not be reduced due to application of credits for electric vehicle parking spaces.
 - b. No parking is required for the non-residential uses.
3. Bicycle parking at a rate of one space per residential unit, for not less than 30% of the units, shall be provided within the building, including but not limited to the parking structure. Exterior bicycle parking shall not contribute to this requirement. I

G. ARCHITECTURAL DESIGN

Deviations from the following shall be considered design exceptions.

1. The exterior architectural design shall be substantially consistent with the Concept Building Renderings in Exhibit B to this Redevelopment Plan, unless otherwise provided herein. This requirement shall include but is not limited to the placement of nonresidential uses.
2. The primary building entrance shall face Fifth Avenue.
3. Where facing Memorial Drive, nonresidential uses shall have a minimum of 60% of the ground floor facade between three (3) and 10 feet above grade be transparent and shall provide visual access to the street. "Blanked-out" windows, windows which display only signage, or look into unused or "dead" space do not meet this requirement.
4. Building entrances shall be articulated to make it easily identifiable by visitors and to provide architectural interest. Examples of special features of entrances include, but are not limited to, awnings and architectural treatments. Service doors shall be integrated with the building design and need not be articulated.
5. Upper floor windows shall be divided into individual units, rather than a continuous "ribbon."
6. Windows shall be recessed, or project as bays from the main wall, so as to create texture and shadows on the façade for visual interest.
7. Awnings, canopies and overhangs shall have a matte finish and be constructed of colored natural or synthetic canvas, or other materials such as metal or glass. Openings in such features are permitted. Awnings shall not be internally illuminated and shall not be made of vinyl or other plastic material.
8. The project shall include building installed wall art or murals on the elevation fronting Memorial Drive. Public art design shall require approval of the Municipal

Public Art Commission. The public art design is not required to be consistent with the Concept Building Renderings in Exhibit B to this Redevelopment Plan.

9. Structured parking that is visible to a public street shall not exceed one story (parking level). Structured parking shall be screened by structural elements that are compatible with the materials and design of the front and side building facades. Light for the structured parking shall not produce glare or spillover in the ROW.
10. Building materials and architectural details on all sides of each building need not be identical, but shall be unified in overall appearance through finish, materials, details, and architectural design.
11. Pedestrian friendly building design and on-site furnishings (outdoor tables, benches, bicycle racks, etc.) are required along Memorial Drive.
12. Rooftop equipment such as mechanical units, vents, and flues shall be located centrally on the building roof, to the extent practicable. Any equipment visible from a public right-of-way, adjacent lots, and pedestrian corridors shall be screened with solid materials using parapets, pitches roof forms, or penthouses. Screening shall be constructed of the same or complementary material as the building.

H. SIGNS

Deviations from the following shall be considered design exceptions.

1. Signs shall comply with Section 30-61.16, Signs Permitted for Nonresidential Districts (Permits Required), unless otherwise noted herein.
2. Residential Signage – The building shall be permitted to include one (1) residential identification sign facing Fifth Avenue. The signage shall not exceed 20 s.f., may be mounted to a wall, canopy, or be a projecting (blade) sign. One (1) sign may be provided at the Fourth Avenue parking entrance. The signage shall not exceed 10 s.f., may be mounted to a wall, canopy, or be a projecting (blade) sign.
3. Nonresidential Signage – Each unit or entry shall be permitted one wall or canopy mounted sign at a maximum size of 20 sq. ft. Each retail space shall also be permitted to include one projecting (blade) sign either mounted to the building wall or hung from the canopy above the user of space. Each projecting (blade) or hung sign shall not exceed 10 sq. ft.
4. Building address signage for both the residential lobby or individual first floor tenant spaces may be provided as channel cut letters mounted to the building façade or to the storefront glass with a maximum height of six inches (6").
5. Internally illuminated, except for channel lettering, or digital signage shall not be permitted.

I. STREETSCAPE PLANTING & LIGHTING DESIGN

Deviations from the following shall be considered design exceptions.

1. Street trees shall be provided in accordance with the requirements of Asbury Park, Section 30-57.12 along Memorial Drive and Fourth and Fifth Avenue to the extent practical.
2. Streetscape furnishings, including, but not limited to light fixtures, bike racks, benches, etc., shall be provided along all streets. Design and location of such furnishings need not be consistent with the Concept Plan provided in Exhibit A or the Concept Building Renderings in Exhibit B to this Redevelopment Plan.
3. Native species for plant material are encouraged.

J. SUSTAINABILITY REQUIREMENTS:

Deviations from the following shall be considered design exceptions.

1. Successful participation in the ENERGY STAR Multifamily [High Rise Program] New Construction Version 1.1, or alternative per the Guide to NJHFMA QAP Green Requirements.
2. All new construction shall utilize only Energy Star rated appliances or better.
3. A sustainable roof top shall be provided; the roof area shall consist of either a cool white roof or green roof.
4. Reservation of the lesser of 5% total units or four (4) parking spaces for the hourly rental of cars (such as Zip Cars, Hertz on Demand, or comparable service), at the discretion of the Planning Board. Reserved parking spaces shall not contribute to the satisfaction of required parking pursuant to Section F. herein.
5. Compliance with the State's required provision of electric vehicle charging parking spaces and make-ready charging parking spaces (P.L. 2021, c. 171)
6. Use of rain gardens and/or swales in surface landscaping design and stormwater retention plan.

RELATIONSHIP TO PLANNING & OBJECTIVES

The Study Area is located within the (B) Business District. Permitted uses of the District include commercial uses such as retail stores, restaurants, convenience stores, and medical offices and upper story residences. The full list of permitted uses can be found in §30-71.5a. of the City's Land Development Regulations. Prohibited uses include used car sales, motor vehicle repair garages, and motor vehicle body repair garages. The full list of prohibited uses can be found in §30-71.5b. of the City's Land Development Regulations.

The 2006 Master Plan included a "Vision of the City", which is relevant to the redevelopment of the Study Area, and is as follows:

The City's vision for the year 2027 is of a safe and vibrant community with a balance of land uses, diverse housing options, a thriving arts community, a diversified and expanding year round economy, modern and well-maintained infrastructure, expanded community facilities and an outstanding quality of life."

The City adopted a Master Plan Re-Examination Report in 2017. There are a wide variety of goals, objectives, and recommendations outlined in the Re-Examination Report ranging from land use, urban design, mobility, housing, and others. The goals, objectives, and recommendations relevant to this Redevelopment Plan include the following:

Planning Goal 5.1.2.2. *Provide a variety of housing types for all income levels throughout the City.*

Land Use Objective 5.2.1.8. *Continue to encourage new retail commercial and mixed-use developments consistent with the City's redevelopment plans.*

Land Use Objective 5.2.1.10. *Continue to work with developers to implement redevelopment plans.*

Land Use Objective 5.2.1.14. *Reevaluate and redefine existing commercial corridors, including the possibility of shrinking some commercial corridors and strengthening others. Encourage neighborhood service-oriented retail only on corner lots in residential neighborhoods.*

Urban Design Plan Objective 5.3.1.3. *Ensure infill development compliments the context and qualities of adjacent neighborhoods with an appropriate scale, massing, and character.*

Urban Design Plan Objective 5.3.1.7. *Ensure design of mixed use and commercial buildings do not result in negative impacts on nearby public or residential areas through the use of unattractive architecture, unsightly building systems, noise, or vehicle parking or loading.*

Housing Objective 5.5.1.2. *Balance housing options in the City, including affordable housing for low and moderate income households. Encourage the*

continued development of a variety of housing ranging from affordable to middle income and market rate units.

Housing Objective 5.5.2.9. *Encourage development of affordable housing on vacant and deteriorated lots.*

Economic Development Plan Objective 5.6.1.5. *Promote continued growth and development of the City's economic base.*

Economic Development Recommendation 5.6.2.6. *Increase residential density in the B2 Main Street Commercial District (recommended B Business District).*

As noted above, the relevant planning policies encourage redevelopment, with an emphasis on diverse housing types, including affordable housing. Additionally, the relevant policies support economic development, infill development, and redevelopment of commercial areas, particularly commercial corridors.

The City is adjacent to four municipalities – Village of Loch Arbor, Interlaken Borough and Ocean Township to the north, Ocean Township and Neptune Township to the west, and Neptune Township to the south. The Redevelopment Area is centrally located in Asbury Park and is a half mile or more from a neighboring municipality. Notwithstanding, review of the Redevelopment Plan against the master plans of the neighboring municipalities reveals that they are not inconsistent with the Redevelopment Plan.

The 2016 Monmouth County Master Plan classifies the City as an Urban and Regional Center, and the 2010 Coastal Monmouth Plan classifies the City as an Arts, Culture and Entertainment Hub. The County Master Plan includes a variety of Goals, Principles and Objectives that are not inconsistent with this Redevelopment Plan, including the following.

Master Plan Goal #3: Promote beneficial development and redevelopment that continues to support Monmouth County as a highly desirable place to live, work, play and stay.

Principle 3.1 Vibrant and Sustainable Communities: Encourage the creation of vibrant communities through a variety of housing choices, energy and transportations options, recreational and cultural offerings, health and safety initiatives, and business opportunities that result in a more sustainable and higher quality-of-life for all residents.

3.1 Objectives:

D. Encourage a range of housing options including types, sizes, styles, and accommodations to meet the needs associated with various lifestyles, life-stages, abilities, and occupations of residents while supporting economic sustainability within the region.

G. *Promote vibrancy, attractiveness, and a diverse array of uses, occupations, services, and amenities for downtowns and business districts.*

H. *Endorse the use of enhanced landscapes, streetscapes, and design amenities that promote safe and secure neighborhoods as well as other attractive and appealing built environments that discourage aversion, crime, and blight.*

Principle 3.2 *Preservation of Community Character: Protect and strengthen the established character of municipalities and their distinct qualities.*

3.2 Objectives:

B. *Support measures to improve communities in need of revitalization or restoration.*

C. *Promote in-fill development and the adaptive reuse of substandard, underutilized, or abandoned structures that complement or improve adjacent land uses and support or enhance neighborhood character resulting in healthier places to live, work, learn, and recreate.*

D. *Promote the development and use of design standards that reinforce neighborhood character and improve the appearance and appeal of special improvement districts, commercial districts and corridors, and redevelopment areas.*

Principle 3.3 *Housing: Encourage a variety of new and rehabilitated housing that will enable populations to more readily cycle through different life-stages, giving residents an opportunity to age in place.*

3.3 Objectives:

A. *Encourage municipalities to monitor the evolving housing market and consider the desirability of changing zoning to accommodate shifts in market demand.*

B. *Encourage housing development in locations that provide access to various modes of travel that could reduce automobile dependency.*

At the statewide level, the State Development and Redevelopment Plan (SDRP) is a policy document that is meant to act as a guide for public and private sector investments throughout the state. The SDRP outlines and designates areas as various Planning Areas. The Study Area is located in the Metropolitan Planning Area 1, known as Planning Area 1. Planning Area 1 is meant to:

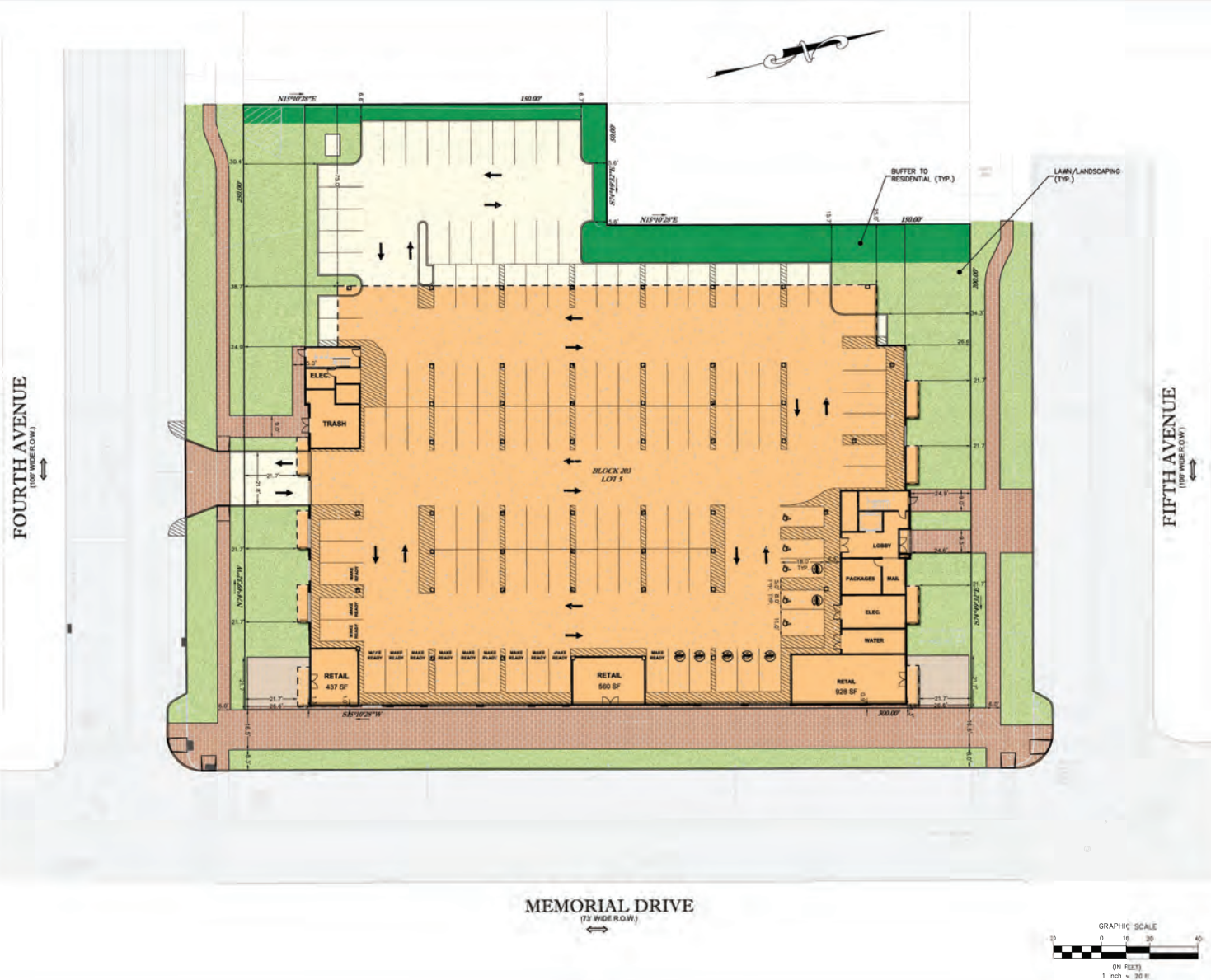
"Provide for much of the state's future redevelopment; revitalize cities and towns; promote growth in compact forms; stabilize older suburbs;

redesign areas of sprawl; and protect the character of existing stable communities.”

This intention for Planning Area 1 to provide for much of the State's future redevelopment is consistent with this Redevelopment Plan.



Appendix A
Concept Plan



1201 Memorial Drive

Asbury Park, New Jersey

Redevelopment Plan



Kennedy Consulting
Red Bank, New Jersey
May 31, 2023

Attachment: 240401 Draft 1201 Memorial Redev Plan (2024-11 : 1201 Memorial Drive Redevelopment Plan)

Engineering
neers, LLC



Appendix B
Concept Building Renderings

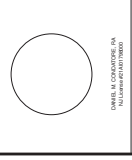
R-03

DESIGNED BY
OWNED BY: DMC

RENDERING

REVISIONS / ISSUES	
NO.	DATE
1	6/2/2020
BY	PLANNER

1201 MEMORIAL DRIVE
PROPOSED MULTI-FAMILY DEVELOPMENT
1201 MEMORIAL DRIVE
ASBURY PARK, NJ 07712
BLOCK: 203, LOT: 5



mode
ARCHITECTS
601 LAUREL AVE. SUITE 100
ASBURY PARK, NJ 07712
TEL: 732.226.8000
WWW.MODE-ARCH.COM



Memorial Drive Frontage

mode
ARCHITECTS

Memorial Drive and Fifth Avenue Frontage

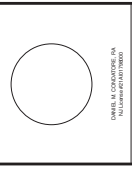


R-01

RENDERING

REVISIONS / ISSUES	
NO.	DATE
1	6/25/2020
BY	PLANNER

1201 MEMORIAL DRIVE
PROPOSED MULTI-FAMILY DEVELOPMENT
1201 MEMORIAL DRIVE
ASBURY PARK, NJ 07712
BLOCK: 203, LOT: 5



mode
ARCHITECTS
601 LINDEN AVENUE, SUITE 200
ASBURY PARK, NJ 07712
TEL: 732.221.1100
WWW.MODE-ARCH.COM

Fifth Avenue Frontage



RENDERING

R-02

DESIGNED BY
mode architects

REVISIONS / ISSUES	
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1201 MEMORIAL DRIVE
PROPOSED MULTI-FAMILY DEVELOPMENT
1201 MEMORIAL DRIVE
ASBURY PARK, NJ 07712
BLOCK: 203, LOT: 5



mode
ARCHITECTS
601 LAUREL AVENUE, SUITE 200
ASBURY PARK, NJ 07712
TEL: 732.261.1000
WWW.MODE-ARCHITECTS.COM

**CITY OF ASBURY PARK
BOND ORDINANCE NUMBER 2024-12**

**CAPITAL ORDINANCE PROVIDING FOR ROOF
REPLACEMENT AND APPROPRIATING \$2,005,308.87
THEREFOR, AUTHORIZED IN AND BY THE CITY OF
ASBURY PARK, IN THE COUNTY OF MONMOUTH, NEW
JERSEY**

WHEREAS, the City Council of the City of Asbury Park, in the County of Monmouth, New Jersey (the “City”) has determined to provide for roof replacement for various City buildings; and

WHEREAS, the City has available \$100,000.00 in the City’s General Capital Surplus; and

WHEREAS, the City expects to receive \$1,531,906.13 in grant funds from the American Rescue Plan and \$373,402.74 in grant funds from the New Jersey Social Services Building Replacement Grant Program to partially fund said project.

NOW, THEREFORE, BE IT ORDAINED by the CITY COUNCIL OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY, AS FOLLOWS:

Section 1. The improvements described in Section 2 of this ordinance are hereby authorized as general improvements to be undertaken in and by the City. For the improvements or purposes described in Section 2, there is hereby appropriated \$2,005,308.87, said sum being inclusive of \$100,000.00 from the City’s General Capital Surplus and \$1,531,906.13 grant funds expected to be received from the American Rescue Plan for roof replacement for the Municipal Building and the Public Works Building, and \$373,402.74 grant funds expected to be received from the New Jersey Social Services Building Replacement Grant Program for roof replacement for the Transportation Center.

Section 2. The improvements hereby authorized to be undertaken consist of roof replacement for various City buildings, including the Municipal Building, Public Works Building and Transportation Center, together with all purposes necessary, incidental or appurtenant thereto, all as shown on and in accordance with contracts, plans, specifications or requisitions therefor on file with or through the City Clerk, as finally approved by the governing body of the City.

Section 3. The 2024 capital budget of the City will conform to the provisions of this ordinance to the extent of any inconsistency herewith. The resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital program as approved by the Director of the Division of Local Government Services is on file with the City Clerk and is available there for public inspection.

Section 4. An aggregate amount not exceeding \$100,000.00 for engineering costs, legal fees and other items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included as part of the cost of said improvements and is included in the estimated cost indicated herein for said improvements.

Section 5. Any grant or similar moneys from time to time received by the City for the improvements or purposes described in Section 2 hereof, shall be applied to direct payment of the cost of the improvements within the appropriation herein authorized.

Section 6. The City Attorney and other City officials and representatives are hereby authorized to do all things necessary to accomplish the purposes of the appropriation made herein.

Section 7. This ordinance shall take effect as provided by law.

DATED: April 24, 2024

**LISA ESPOSITO,
Clerk of the City of Asbury Park**

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____, 2024

**JOHN MOOR,
Mayor of the City of Asbury Park**



**Asbury Park, New Jersey
ORDINANCE NO. 2024-5**

2024 CAP RATE ORDINANCE

WHEREAS, the Local Government Cap Law, N.J.S.A. 40A:4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget up to 2.5% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and

WHEREAS, N.J.S.A. 40A:4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriations and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and

WHEREAS, the City Council of the City of Asbury Park in the County of Monmouth finds it advisable and necessary to increase its CY 2024 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and

WHEREAS, the City Council hereby determines that a 1.0% increase in the budget for said year, amount to \$475,856.88. In excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and

WHEREAS, City Council hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

NOW THEREFORE BE IT ORDAINED, by the City Council of the City of Asbury Park, in the County of Monmouth, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2024 budget year, the final appropriations of the City of Asbury Park shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased by 3.5%, amounting to \$1,665,499.09. And the CY 2024 municipal budget for the City of Asbury Park be approved and adopted in accordance with the ordinance; and

BE IF FURTHER ORDAINED, that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and

BE IT FURTHER ORDAINED, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of

introduction; and

BE IT FURTHER ORDAINED, that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.

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. 2024-5 which was finally adopted by the City Council at a meeting held on the 10th day of April, 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.
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§ 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 10th day of April, 2024

LISA ESPOSITO
CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, April 10, 2024
REGULAR MEETING

Executive Session - 4:00 p.m.

2024-190 Resolution Authorizing a meeting which excludes the public

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

Workshop Session - 6:00 p.m.

Call to Order/Roll Call

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

Deputy City Clerk Anthony Cucci called the meeting to order at 6:02 PM.

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

PROCLAMATION

Arbor Day

Proclamation recognizing Arbor Day, April 26, 2024.

SPECIAL EVENT APPLICATIONS:

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

ITEMS TO BE PRESENTED:

Complete Streets 2024 Update Presentation

Director of Transportation, James Bonanno presented the 2024 Complete Streets Policy Update.

Matters from City Council

Council member Ahbez-Anderson stated, Good Evening everyone, The Recreation Department is offering a Women's Mentoring Program. It will be an opportunity for women to meet, greet each other, share and, inspire one another. It begins next Saturday here in the Council Chambers. It is from 1:00 PM - 2:00 PM.

Council member Chapman stated, I just want everyone to know that the Sunset Lake Commission will be hosting a clean up of Sunset Lake and park on the 21st from 10:00 AM - 12:00 PM. People will meet on the corner of Bond and Sunset. Hope to see you there.

Council member Clayton stated, The Asbury Park Fire Department is having a special event, touch a fire truck. Children can come out and play with the firehouse. This is taking place Wednesday between 3:00 PM and 4:00 PM.

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 Clayton and seconded by Council member Chapman to open the meeting to the public. All were in favor. The following members of the public spoke: Doug McQueen made a comment about complete streets policy presentation; Susan Altman made a comment about Food & Water Watch; Alice Davis made a comment about traffic on Ridge and 3rd Avenue; Linda Lahey made a comment about speeding and traffic signs on 5th Avenue and electric bikes; Kerry Butch made a comment about traffic on Deal Lake Drive, and an upcoming CDGB meeting; Rita Marano made a comment about Black History month event at the Berkeley Hotel; Ernest Mignoli made a comment about law enforcement; Gloria Paretti made a comment about a property tax increase; Chris Rodrigues made a comment about ride sharing; Kathy Horowitz made a comment about 201 Sixth Avenue; and Polli Schildge made a comment about the complete streets

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

MINUTES

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

1. Municipal Council- Executive Meeting March 27, 2024 4:00 PM
2. Municipal Council - Regular Meeting - Mar 27, 2024 6:00 PM

INDIVIDUAL RESOLUTIONS

2024-191 Resolution Approving Payment Of Bills

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

2024-192 Resolution Approving Special Event Applications

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

2024-193 Resolution Amending Temporary Budget Appropriations for 2024 Budget

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

2024-194 Resolution Authorizing the Award of a Contract for the Operation of Pedal Boat Concession on a Portion of the Wesley Lake within the City of Asbury Park, NJ

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

2024-196 Resolution Appointing PEM Law, LLP To Serve As Labor Counsel For The Remainder Of 2024, And Authorizing The Execution Of An Agreement Associated Therewith

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

2024-197 Resolution Authorizing a Professional Services Contract to Arcari & Iovino for Architectural Services for the Beach Restroom Conceptual Study

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

2024-198 Resolution Authorizing Appointments to the Mayor's Wellness Committee

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

2024-199 Resolution Of The Mayor And Council Of The City Of Asbury Park, Acting As The Waterfront Redevelopment Entity, Granting A Two-Year Extension In Accordance With Resolution No. 2022-226 Adopted By The City Council Of The City Of Asbury Park On May 11, 2022, As Amended By Resolution No. 2023-235 Adopted By The City Council On May 10, 2023, And Subject To Further Condition Regarding The Operation Of The Food Truck Court In The Green Acres Parcel In Block 4502, Lot 1.25

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

2024-200 Resolution Of The Mayor And City Council Of The City Of Asbury Park To Approve The Execution Of The Subrecipient Agreement With The New Jersey Department Of Community Affairs Regarding The Receipt Of A Boardwalk Restoration Fund Grant Award For A Grant In The Amount Of \$20 Million

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

ORDINANCES

Introduction

2024-9 Ordinance Amending Section 20-3, Entitled “Plastic Bags,” Of Chapter 20, “Environmental Regulations,” Of “The Code Of The City Of Asbury Park.”

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 4/24/2024 6:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2024-10 Ordinance Of The City Of Asbury Park Amending And Supplementing Chapter STC1, Entitled “Rules And Regulations Of The Shade Tree Commission,” Of “The Code Of The City Of Asbury Park.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 4/24/2024 6:00 PM
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2024-11 Ordinance of the City of Asbury Park Approving and Adopting a Redevelopment Plan for Property Located at 1201 Memorial Drive (Block 203, Lot 5)

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 4/24/2024 6:00 PM
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2024-12 Capital Ordinance Providing For Roof Replacement And Appropriating \$2,005,308.87 Therefor, Authorized In And By The City Of Asbury Park, In The County Of Monmouth, New Jersey

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 4/24/2024 6:00 PM
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

Second Reading/Public Hearing

2024-5 2024 Cap Rate Ordinance

A motion to open 2024-5 to the public was made by Council member Ahbez-Anderson and seconded by Council member Clayton. All were favor. The following members of the public spoke: Rita Marano.

A motion to close 2024-5 to the public was made by Mayor Moor and seconded by Council member Clayton. All were in favor.

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

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

A motion to open 2024-8 to the public was made by Council member Ahbez-Anderson and seconded by Mayor Moor. All were favor. No members of the public spoke.

A motion to close 2024-8 to the public was made by Deputy Mayor Quinn and seconded by Council member Chapman. All were in favor.

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

ADJOURNMENT

The meeting was adjourned at 7:14 PM

A motion to close the meeting was made by Deputy Mayor Quinn and seconded Council member Chapman. Meeting adjourned at 7:14 PM.

Respectfully submitted by:

Lisa Esposito, City Clerk