



Agenda
Meeting of the Municipal Council
Wednesday, April 24, 2024
REGULAR MEETING 6:00 PM

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

2024-201 Resolution Authorizing a meeting which excludes the public

A. Public Safety

1. Police Monthly Report March 2024

B. Contract Negotiations

1. Redevelopment Plan Amendment to Proposed Agreement: 614 Cookman Avenue
2. License Agreement 929 Asbury Avenue

C. Litigation

1. NJIIF Litigation Update

D. 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.

Special Event Applications:

Items to be Presented:

1. NJIIF Safety Award

Matters from City Council
Matters from City Manager
Matters from City Attorney

III. **Regular Meeting**

A. Public Participation

B. Minutes

- Municipal Council- Executive Meeting April 10, 2024 4:00 PM
- Municipal Council - Regular Meeting - Apr 10, 2024 6:00 PM

C. Consent Agenda Resolutions

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

2024-202 Resolution Approving Special Event Applications

2024-203 Resolution Amending Temporary Budget Appropriations for 2024 Budget

2024-204 Resolution Authorizing the Disposition of Surplus Property

2024-205 Resolution Appointing Muralists Courtney Pasterchick And Bradley Hoffer To Paint Murals On The City Of Asbury Park Wastewater Treatment Plant For 2024

D. Individual Resolutions

2024-206 Resolution Approving Payment Of Bills

2024-207 Resolution Identifying of Menu Items as Per the Subsequent Developer Agreement between the City of Asbury Park, Madison Asbury Retail LLC, and Asbury Partners

2024-208 Resolution Authorizing Purchase of Electronic Door Locking System at the New Fire Department Headquarters

2024-209 Resolution Authorizing the Purchase of a Twenty-Eight (28) Passenger Vehicle with Wheelchair Lift for Senior Center

2024-210 Resolution Authorizing the Purchase of Parts Needed to Repair Primary Pumps at the Sewer Plant

2024-211 Resolution Authorizing Purchase of Wristbands for the Beach Department

2024-212 Resolution Authorizing the Purchase of Recycling/Trash Stations

- 2024-213 Resolution Authorizing the Acquisition and Installation of Playground Equipment for the 4th Avenue and Heck Street Playground utilizing Monmouth County Open Space Grant
- 2024-214 Resolution Authorizing the Emergency Sink Hole Repairs Needed at First Avenue
- 2024-215 Resolution Authorizing the Annual Renewal of SDL Software
- 2024-217 Resolution Approving Change Order #4 for the New Fire Department Headquarters
- 2024-218 Resolution of the Mayor and City Council of The City of Asbury Park to enter into a Professional Services Agreement with Public Resources Advisory Group for the Provision of RAB Administration for the Cove
- 2024-219 Resolution of the Mayor and City Council of The City of Asbury Park to enter into a Professional Services Agreement with Public Resources Advisory Group for the Provision of RAB Administration for 202/204 7th Avenue
- 2024-220 Resolution of the Mayor and City Council of The City of Asbury Park to Enter into a Professional Services Agreement with Public Resources Advisory Group for the Provision of RAB Administration for 407 Lake Ave
- 2024-221 Resolution Authorizing a Professional Services Contract to T&M Associates for Remedial Action Services at the New Fire Department Headquarters
- 2024-222 Resolution Approving Plans And Specifications For The Intersection Of County Route 40A (Memorial Drive) And Cookman Avenue At The Site Of The New Asbury Park Firehouse in the City of Asbury Park
- 2024-223 Resolution Of The Mayor And City Council Of The City Of Asbury Park Referring Proposed Amendments To The 1001 First Avenue Redevelopment Plan To The City Of Asbury Park Planning Board, And Directing The Planning Board To Take Certain Actions Pursuant To N.J.S.A. 40A:12A-7(e)
- 2024-224 Resolution of Support for a Project located at 901 Mattison Avenue (Block 603, Lots 3-9) and 900 Mattison Avenue (Block 607, Lot 8) to be considered for Aspire Tax Credit Program
- 2024-225 Resolution Establishing and Adopting an Amended Complete Streets Policy for the City of Asbury Park
- 2024-226 Resolution Authorizing Appointments to the Planning Board
- 2024-92 Resolution Authorizing a Professional Services Contract to Hackensack Meridian Team Health P.C. for Employment Exams and Physicals

E. Ordinances

1. Introduction

- 2024-13 Ordinance Of The City Of Asbury Park creating Article 13-1400, Entitled “LEAD-based paint inspections for residential rental dwellings,” Of Part 2, “Rental Property,” Of Chapter 13, “Property Improvement And Neighborhood Preservation - Property Maintenance Code,” Of “The Code Of The City Of Asbury Park”
- 2024-14 Ordinance Of The City Of Asbury Park Amending And Supplementing Article 13-1300, Entitled “Short-Term Rentals,” Of Part 2, “Rental Property,” Of Chapter 13, “Property Improvement And Neighborhood Preservation - Property Maintenance Code,” Of “The Code Of The City Of Asbury Park”
- 2024-15 Ordinance Of The City Of Asbury Park, In The County Of Monmouth, State Of New Jersey, Providing For The Special Assessment Of The Cost Of Certain Wastewater, Stormwater, Roadway, Streetscape, Utility And Other Infrastructure Improvements On Block 4205, Lots 2 And 3 Within The Asbury Park Waterfront Redevelopment Area And Establishing A Mechanism For Payment Of The Cost Thereof
- 2024-16 Ordinance Of The City Of Asbury Park Authorizing The Execution Of A Financial Agreement With Phm Sunset Square Urban Renewal LLC Concerning Property Located At Block 4205 Lots 2 And 3 On The Tax Map Of The City Of Asbury Park And Granting A Tax Exemption

2. Second Reading/Public Hearing

- 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

F. Adjournment

**RESOLUTION NO. 2024-201****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 24, 2024 at 6:00 PM in the Council Chambers located at 1 Municipal Plaza, Asbury Park, New Jersey, that will be limited only to consideration of an items or items with respect to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

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

A. Public Safety:

1. Police Monthly Report March 2024

B. Contract Negotiations:

1. Redevelopment Plan Amendment to Proposed Agreement: 614 Cookman Avenue
2. License Agreement 929 Asbury Avenue

C. Litigation:

1. NJIIF Litigation Update

D. Attorney-Client Privilege:

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

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

Minutes Acceptance: Minutes of Apr 10, 2024 6:00 PM (Minutes)

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 **Accepted**

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

Minutes Acceptance: Minutes of Apr 10, 2024 6:00 PM (Minutes)

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 in 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

Minutes Acceptance: Minutes of Apr 10, 2024 6:00 PM (Minutes)



RESOLUTION NO. 2024-202

**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 24, 2024 the following Special Events Applications were presented for approval by the Director of Recreation:

1. AP Historical Society Art on the Boardwalk
2. Solstice Sustenance Kayaking Event
3. AP 5 Alarm 5K
4. Unity in the Community Music Festival
5. Bonfires on the Beach
6. PorchFest 2024

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.

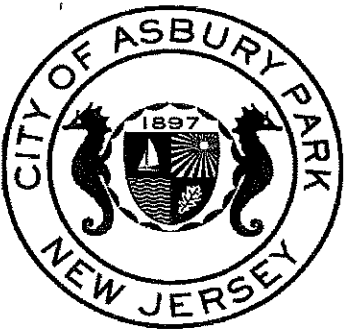
I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-202 which was finally adopted by the City Council at a meeting held on the 24th day of April, 2024

CERTIFIED BY ME THIS 25th DAY OF April, 2024.



~~Lisa Esposito, City Clerk~~ 4/26/2024

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: Aug 18, 2024 Rain Date: Aug 25, 2024
 Time of Event: 9:00 AM to 5:00 PM Setup time: 7 AM Break-down time: 5 PM
 Name of Event: Asbury Park Historical Society Art on the Boardwalk
 Location of Event: South Side of Convention Hall on Boardwalk

Type of Event (check all that apply):

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

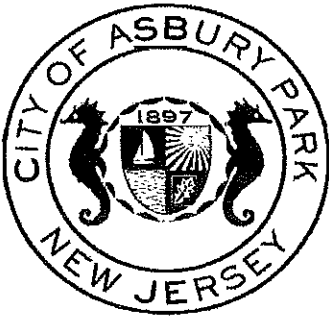
- ☐ Parade
☐ Beach Event
☐ Triathlon
☐ Swim Event

- ☐ Foot Race
☐ Concert
☐ Multi Day Event

☒ Other: Art & Craft Vendors

*Wedding applicants only need to complete page 6.

dsternesky@verizon.net



Date Application Received: _____
 Application Fee Paid: _____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

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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: 6/22/24__

Rain Date: 6/23/24_____

Time of Event: 7:00 am Setup time: 6:00 am Break-down time: 8:00 pm

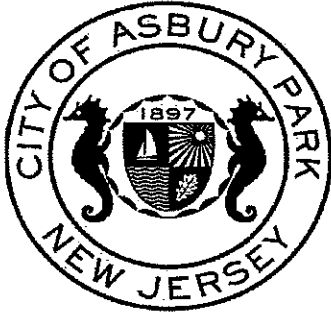
Name of Event: Solstice Sustenance Kayaking Fund Raiser

Location of Event: 801 7th Ave, Asbury Park, NJ 07712

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: Group Kayaking Fund Raiser |

*Wedding applicants only need to complete page 6.



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK

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- 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: 6/22/24 Rain Date: NONE

Time of Event: 6:30 AM to 12:00 PM Setup time: 6:30 AM Break-down time: 11:30 AM

Name of Event: ASBURY PARK 5 ALARM 5k RUN/WALK

Location of Event: BOARDWALK (START/FINISH AT 5TH & OCEAN 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

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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 the 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.

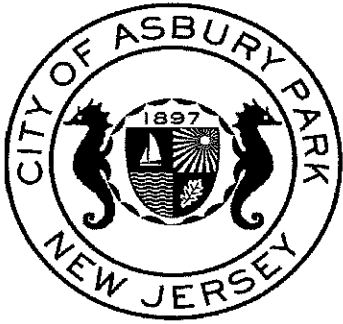
Date of Event: AUGUST 10, 2024

Rain Date: AUGUST 17, 2024

Time of Event: 12:00 pm to 9:00 pm Setup time: 10:00 am Break-down time: 8:30 pm

Name of Event: UNITY IN THE COMMUNITY (MUSIC FESTIVAL)

Location of Event: SPRINGWOOD PARK



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

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- 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: MAY - SEPTEMBER Rain Date: ABILITY TO RESCHEDULE
 Time of Event: 7/8pm to 11pm (Setup and Breakdown time for CASH needed)
 Setup time: _____ Break-down time: _____
 Name of Event: Bonfires on the Beach 2024
 Location of Event: Various SPOTS on the Beach (see schedule)

Type of Event (check all that apply):

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

*Wedding applicants only need to complete page 6.



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK**SPECIAL EVENT APPLICATION FORM**

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

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

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

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

Date of Event: 9/28/2024 Rain Date: 9/29/2024
Time of Event: 12 to 6 PM Setup time: 11 am Break-down time: 6 PM
Name of Event: Borchfest 2024
Location of Event: All over city

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.

Attachment: cm 4.24.24 (2024-202 : Special Event Applications)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 24, 2024
RESOLUTION SUMMARY

2024-203

Increase to temporary budget prior to budget adoption.

	From	To
Current Fund:		
Audit	\$15,750	\$60,000
Data Processing OE	154,624	209,624
Municipal Prosecutor	16,275	26,275
Senior Citizens OE	17,825	27,825
Bond Interest	68,500	498,500
Green Trust Loans	21,056	42,111
Beach Utility Fund:		
Other Expenses	212,979	312,979



RESOLUTION NO. 2024-203

**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:		
Audit	\$15,750	\$60,000
Data Processing OE	154,624	209,624
Municipal Prosecutor	16,275	26,275
Senior Citizens OE	17,825	27,825
Bond Interest	68,500	498,500
Green Trust Loans	21,056	42,111
Beach Operating Fund:		
Other Expenses	212,979	312,979

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. 2024-203 which was finally adopted by the City Council at a meeting held on the 24th day of April, 2024

CERTIFIED BY ME THIS 25th DAY OF April, 2024.


Lisa Esposito, City Clerk 4/26/2024

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 24, 2024
RESOLUTION SUMMARY

2024-204

Property that has exceeded its useful life and no longer serves the need of the City that will be placed at Municipal Auction.

Polaris Industries GEM Electric Vehicle (2015 GEM E2)

Polaris Industries GEM Electric Vehicle (2007 GEM 825)



RESOLUTION NO. 2024-204

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

RESOLUTION AUTHORIZING THE DISPOSITION OF SURPLUS PROPERTY

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

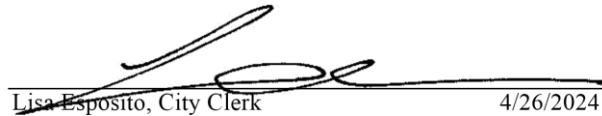
WHEREAS, it is the desire of the Mayor and City Council to declare the property as surplus as follows as attached to this Resolution:

WHEREAS, the equipment and vehicles will be auctioned on [MUNICIPALBID.com](https://www.municibid.com).

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the City of Asbury Park do hereby authorize the disposition of the equipment and vehicles listed as they are no longer needed for municipal purposes and is hereby considered surplus.

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. 2024-204 which was finally adopted by the City Council at a meeting held on the 24th day of April, 2024

CERTIFIED BY ME THIS 25th DAY OF April, 2024.


Lisa Esposito, City Clerk 4/26/2024

LISA ESPOSITO
CITY CLERK

April 2024 Auction List

Polaris Industries GEM Electric Vehicle (2015 GEM E2) (VIN:52CG2AGA3F0012692)

Polaris Industries GEM Electric Vehicle (2007 GEM 825) (VIN:5ASAJ27477F044005)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 24, 2024
RESOLUTION SUMMARY

2024-205

2024 Muralist selection for Sewer plan, selected by Public Art Commission and voted upon by Seniors at the Asbury Park Senior building.



RESOLUTION NO. 2024-205

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

RESOLUTION APPOINTING MURALISTS COURTNEY PASTERCHICK AND BRADLEY HOFFER TO PAINT MURALS ON THE CITY OF ASBURY PARK WASTEWATER TREATMENT PLANT FOR 2024

WHEREAS, the City of Asbury Park (the “City”) is the record owner of the property located at 1700 Kingsley Street, more commonly known and designated as Block 4304, Lot 1 on the City’s Tax Map (the “Property”), which is situated at the north end of the City’s boardwalk; and

WHEREAS, the City’s Wastewater Treatment Plant (the “WWTP”) was constructed and is operational at the Property; and

WHEREAS, on February 15, 2024, the City, in conjunction with The Asbury Park Public Arts Commission and with support from the Asbury Park Arts Council, issued a Request for Proposals (the “RFP”) for a Mural Project Artist/Artist Team, seeking artists from all backgrounds, locations and levels of experience to create public art, specifically murals, for a permanent mural project (the “Program”) to be created at specific locations on the exterior of the WWTP at the Property; and

WHEREAS, the Program emphasizes focus on artistic freedom and expression, encouraging participating artists to bring their personal artistic vision to life leading to a diverse range of styles and content in a permanent public art installation in the City; and

WHEREAS, the Program seeks to create opportunities for muralists at different experience levels and offers multiple walls/panel sizes as palettes; and

WHEREAS, all of the details regarding the Program were set forth in the RFP, including eligibility requirements, selection criteria, the project timeline and completion deadline, the stipends to be paid to the selected artists by the City, and other terms and conditions concerning the participation in the Program; and

WHEREAS, following the issuance and advertisement of the RFP, the City received timely proposals from sixteen (16) interested artists; and

WHEREAS, the submissions received were reviewed by the Mayor and City Council, with input from The Asbury Park Public Arts Commission; and

WHEREAS, after due consideration, the Mayor and City Council wish to appoint Courtney Pasterchick and Bradley Hoffer, working as a team, to participate in the Program in accordance with their collaborative proposal.

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 the City Council hereby selects and appoints the following artists, working as a team, to participate in the Program and paint murals at the locations referenced in the RFP on the City-owned Wastewater Treatment Facility at the Property, in accordance with their collaborative proposal:

Courtney Pasterchick, Tampa, Florida; and
Bradley Hoffer, Allenwood, New Jersey.

2. That the selected artists must comply with all of the terms and conditions set forth in the RFP, including the execution of a Final Mural Agreement with the City and a Hold Harmless form that is satisfactory to the City's insurance carrier.
3. That the City is hereby authorized to issue stipends in the total combined amount of \$6,000.00 (representing \$3,000.00 per artist) to the two (2) artists referenced above, upon the completion of their joint mural project and their compliance with the terms and conditions of the Final Mural Agreement.
4. That a certified copy of this Resolution (along with the attached Agreement) shall be provided to each of the following:
 - a. Courtney Pasterchick;
 - b. Bradley Hoffer;
 - c. Lillian L. Nazzaro, Esq., City Manager;
 - d. JoAnn Boos, CFO;
 - e. Tracy Lizardi, Director of Purchasing;
 - f. Michele Alonso, Director of Planning and Redevelopment;
 - g. The Asbury Park Public Arts commission;
 - h. Asbury Park Arts Council; and
 - i. 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. 2024-205 which was finally adopted by the City Council at a meeting held on the 24th day of April, 2024

CERTIFIED BY ME THIS 25th DAY OF April, 2024.



~~Lisa Esposito~~, City Clerk 4/26/2024

LISA ESPOSITO
CITY CLERK

**AGREEMENT TO CREATE PUBLIC ART (MURAL PAINTING)
ON THE CITY OF ASBURY PARK WASTEWATER TREATMENT PLANT**

THIS AGREEMENT, is entered into this _____ day of April, 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 -

Courtney Pasterchick, with an address of 606 S. Albany Avenue, Apartment 4, Tampa, Florida 33606, and Bradley Hoffer, with an address of 2123 Saw Mill Lane, Allenwood, New Jersey 08720 (collectively the “Artists”).

WITNESSETH:

WHEREAS, the City of Asbury Park (the “City”) is the record owner of the property located at 1700 Kingsley Street, more commonly known and designated as Block 4304, Lot 1 on the City’s Tax Map (the “Property”), which is situated at the north end of the City’s boardwalk; and

WHEREAS, the City’s Wastewater Treatment Plant (the “WWTP”) was constructed and is operational at the Property; and

WHEREAS, on February 15, 2024, the City, in conjunction with The Asbury Park Public Arts Commission and with support from the Asbury Park Arts Council, issued a Request for Proposals (the “RFP”) for a Mural Project Artist/Artist Team, seeking artists from all backgrounds, locations and levels of experience to create public art, specifically murals, for a permanent mural

project (the “Program”) to be created at specific locations on the exterior of the WWTP at the Property; and

WHEREAS, the Program emphasizes focus on artistic freedom and expression, encouraging participating artists to bring their personal artistic vision to life leading to a diverse range of styles and content in a permanent public art installation in the City; and

WHEREAS, the Program seeks to create opportunities for muralists at different experience levels and offers multiple walls/panel sizes as palettes; and

WHEREAS, all of the details regarding the Program were set forth in the RFP, including eligibility requirements, selection criteria, the project timeline and completion deadline, the stipends to be paid to the selected artists by the City, and other terms and conditions concerning the participation in the Program; and

WHEREAS, following the issuance and advertisement of the RFP, the City received timely proposals from sixteen (16) interested artists; and

WHEREAS, the submissions received were reviewed by the Mayor and City Council, with input from The Asbury Park Public Arts Commission; and

WHEREAS, after due consideration, the Mayor and City Council have determined to appoint the Artists, working as a team, to participate in the Program; and

WHEREAS, on April 24, 2024, the City adopted Resolution No. 2024-XX (the “Resolution”) to appoint the Artists to participate in the Program and to paint mural(s), in accordance with their collaborative proposal, on the exterior of the WWTP at the Property; and

WHEREAS, the Resolution requires the Artists to comply with all of the terms and conditions set forth in the RFP, including the execution of a Final Mural Agreement with the City which includes hold harmless language that is satisfactory to the City’s insurance carrier; and

WHEREAS, the within Agreement is intended to represent the Final Mural Agreement referenced in the Resolution.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto agree to the following terms and conditions relating to the Artist's painting of a mural(s) on the exterior of the WWTP at the Property:

1. The City hereby appoints the Artists to participate in the Program and authorizes the Artists to paint a mural(s) on the exterior of the City's WWTP at the Property, in accordance with their collaborative proposal which is attached hereto as Exhibit A. The mural(s) created shall be painted strictly in accordance with the following: (1) the requirements set forth in the RFP; (2) the Artists' collaborative proposal in response to the City's RFP; and (3) the terms and conditions set forth herein.

2. The Artists hereby accept this appointment and agree to paint a mural(s) in accordance with the requirements set forth in Paragraph 1 above.

3. The parties agree that the Artists' painting of the mural(s) shall be subject to the direction and oversight of the City in all respects.

4. The Artists agree to comply with all of the terms and conditions set forth in the RFP, including the requirement that the mural(s) must be completed no later than May 23, 2024.

5. The content of the Artists' work shall be "family friendly," with no nudity or overly sexual themes, hate speech or glorification of violence. The Artists shall refrain from painting anything that defames or invades the rights of any person, living or dead, or anything that could be construed as harmful to a third party.

6. The Artists may be required to submit further details of design at the request of the City.

7. The Artists may not reproduce any copyrighted material.
8. The artwork created by the Artists shall not incorporate any product placement or advertising.
9. Final artwork by the Artists must be clear coated to protect the piece from weather and the elements. Weep holes found in the wall(s) for drainage must not be covered with paint or clearcoat.
10. The Artists shall ensure that they performs their work in a neat and organized manner. To that end, the Artists shall utilize appropriate drop cloths, tarps and/or other materials in order to ensure that no paint or other materials utilized in the mural creation process shall spill or splatter onto the ground or other areas adjacent to the WWTP. The Artists agree to be fully responsible for any and all damages occasioned to the WWTP or other City properties, as well as cleanup costs that are required, due to the Artists' actions or inactions or those of their agents.
12. The Artists agree that they are responsible to provide all equipment that is necessary in order to create and finalize the mural(s).
13. Upon satisfactory completion of the mural(s) in a timely manner, the City agrees to pay the Artists stipends in the total combined amount of \$6,000.00 (representing \$3,000.00 per artist).
14. Hold Harmless; Indemnification. The Artists hereby assume all risks associated with their involvement in the Program, and hereby agrees to waive, discharge, release, indemnify and hold harmless the City, its officers, directors, employees, departments, volunteers, appointed or elected officials, brokers and insurers, including but not limited to the NJ Intergovernmental Insurance Fund (collectively referred to herein as the "Indemnities"), from and against any and all liability, claims, costs, losses and attorney's fees and damages of any kind that they may suffer

arising from or in any way associated with the Artists' participation in all activities associated with the Program, whether such claims, costs, losses or damages are the result of any negligent act or omission of any "Indemnities". The Artists understand that the City will not provide insurance coverage for any claims, costs, loses or damages, including medical coverage, accidental death or injury, in any way arising out of or associated with the Artists' participation in the Program.

The Artists hereby recognize and acknowledge the following:

- a. The risks of injury and illness (i.e., communicable diseases such as MRSA, influenza, and COVID-19) from the activities involved in the Program are significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce these risks, the risks of serious injury and illness do exist; and
- b. The Artists KNOWINGLY AND FREELY ASSUME SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE INDEMNITIES or others, and assume full responsibility for their participation in the Program; and
- c. The Artists willingly agree to comply with the stated and customary terms and conditions for participation in the Program. If, however, the Artists observe any unusual significant hazard during their presence or participation in the Program, they will remove themselves from participation and bring such to the attention of the nearest City official immediately.

The waiver contained in this Section shall constitute a release for all claims, including those that the Artists are unaware of, whether the result of negligence or of any other cause.

The City reserves the right to cancel (or interrupt) the Artists' participation in the Program if the representations set forth herein are not adhered to, or if the City determines that a situation exists that might lead to personal injury, property damage or violation of law.

The Artists fully understand and agree with the terms of the waiver set forth in this Section, and the Artists execute this waiver and the within Agreement of their free will and choice and represents that this is a voluntary act on their part.

15. The Artists shall pay for all repairs, replacements and/or damages caused by their acts or neglect associated with painting the mural(s). The Artists shall remove all of their personal property at the end of this Program. Any personal property that is left shall become the property of the City and may be disposed of.

16. The Artists agree and understand that they shall be required to abide by all direction from City officials regarding his/her/their painting of the mural(s) and presence in the area of the WWTP.

17. The Artists have inspected the premises that is the subject of the within Agreement and have determined that the premises is suitable for the creation of a mural(s) thereon. The Artists hereby accept the premises “as is.”

18. The parties understand and agree that if any provision of this Agreement is contrary to law, the rest of the Agreement shall remain in effect.

19. Either party may terminate this Agreement at any time, with or without cause, during the term of the Agreement by providing at least forty-eight (48) hours written notice to the other party. In cases of termination prior to completion of the mural(s), then the Artists shall not be entitled to receive the stipend referenced in Paragraph 13 above.

20. The within Agreement represents the entire agreement between the parties. It may not be changed except in writing, as signed by the parties.

21. This Agreement shall be governed under the laws of the State of New Jersey.

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:

ARTIST

_____ (Signature)

By: _____ (Signature)
Courtney Pasterchick

_____ (Signature)

By: _____ (Signature)
Bradley Hoffer

EXHIBIT A

COURTNEY PASTERCHICK & BRADLEY HOFFER COLLABORATION



City of Asbury Park- Spring 2024 Mural Project at the Wastewater Treatment Facility



Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 24, 2024
RESOLUTION SUMMARY

2024-206

Resolution authorizing the payment of bills in the amount of \$7,016,549.18



RESOLUTION NO. 2024-206

**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 \$7,016,549.18

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>7,016,549.18</u>
------------------	------------------------

TOTAL VOUCHERS	\$ <u>7,016,549.18</u>
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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. 2024-206 which was finally adopted by the City Council at a meeting held on the 24th day of April, 2024

CERTIFIED BY ME THIS 25th DAY OF April, 2024.


Lisa Esposito, City Clerk 4/26/2024

LISA ESPOSITO
CITY CLERK

April 17, 2024
02:24 PM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
Page 1 of 1

P.O. Type: All Print Alpha, Revenue, & G/L Accounts: Y Open: N Void: N Paid:
Format: Condensed Held: N Aprv: N Rcvd:
Range: 3-First to 4-ZZ-ZZ-ZZZ-ZZZ-ZZZ Bid: Y State: Y Other: Y Exempt:
Rcvd Batch Id Range: First to Last Encumbrance Date Range: First to 12/31/24 Include Non-Budgeted:
Vendors: All
Department Page Break: No Subtotal CAFR: Yes Subtotal Department: Yes Subtotal Extd: Yes

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

Fund: CURRENT
Department: FIRE DEPT.
Extd: FIRE DEPARTMENT

3-01-25-265-000-203	FIRE DEPT. Motor Vehicle					
MELCOR	AP CARWASH AND OIL CHANGE	24-01069	FD CAR WASH 10/13 - 2/21/24	35.00	0.00	

3-01-25-265-000-229	FIRE DEPT. Medical Sup.					
TEALIF	TEAM LIFE, INC.	23-03340	Q#15827 DEFIB PADS, BATTERIES	1,437.00	0.00	

Extd Total:	FIRE DEPARTMENT	1,472.00	
Department Total:	FIRE DEPT.	1,472.00	
CAFR Total:		1,472.00	

Department: PUBLIC ASST
Extd: SOCIAL SERVICES:

3-01-27-345-000-218	SOCIAL SERVICES Contract Services					
VISNUR	VISITING NURSES ASSN. OF CENTR	24-00271	Nursing Services December 23	7,167.00	0.00	

Extd Total:	SOCIAL SERVICES:	7,167.00	
Department Total:	PUBLIC ASST	7,167.00	

Department: SENIOR CENTER
Extd: SENIOR CENTER

3-01-27-350-000-203	SENIOR CENTER Vehicle Maintenance					
ALLDIE	ALLIED DIESEL SERVICE, INC.	24-00239	Replace 5 Fuel Injectors Bus	6,475.00	0.00	

Extd Total:	SENIOR CENTER	6,475.00	
Department Total:	SENIOR CENTER	6,475.00	
CAFR Total:		13,642.00	
Fund Total:	CURRENT	15,114.00	
Year Total:		15,114.00	

Fund: CURRENT
Department: ADMINISTRATION
Extd: ADMINISTRATION

4-01-20-100-000-207	ADMINISTRATION Contractual					
BIRDS005	BIRDS BEWARE INC.	24-00923	2ND QTR 2024 CLEARING AND	600.00	0.00	B
BIRDS005	BIRDS BEWARE INC.	24-00925	2ND QTR 2024 CLEARING AND	1,200.00	0.00	B
				<u>1,800.00</u>		

4-01-20-100-000-209	ADMINISTRATION Professional Services					
KYLEM005	KYLE MCMANUS ASSOCIATES LLC	24-00909	Invoice 5373 General Fees	2,022.00	0.00	

April 17, 2024
02:24 PM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
Page 10 of 12

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-01-20-100-000-211 KEPSPR KEPWEL SPRING WATER	ADMINISTRATION Water	24-00972	ACCT #117290 MARCH 2024	516.50	0.00	
4-01-20-100-000-217 NJLEAMUN NJ LEAGUE OF MUNICIPALITIES	ADMINISTRATION Ads&Promotion	24-00886	NJ League Classifieds - 3 ads	480.00	0.00	
4-01-20-100-000-238 NJLEAMUN NJ LEAGUE OF MUNICIPALITIES	ADMINISTRATION Conventions/Conferences	24-01057	NJLM workshops 5/14 & 5/21/24	725.00	0.00	
4-01-20-100-000-241 SUSJER SUSTAINABLE JERSEY	ADMINISTRATION Green Team Committee	24-01062	2024 Sustainable Jersey Summit	180.00	0.00	
Extd Total: ADMINISTRATION				5,723.50		
Department Total: ADMINISTRATION				5,723.50		
Department: MUNIC CLERK						
Extd: MUNICIPAL CLERK						
4-01-20-120-000-202 WBMASON W.B.MASON CO., INC.	MUNICIPAL CLERK Office Supplies	24-00736	Clerk's Office Supplies	7.90	0.00	
4-01-20-120-000-217 THECOA THE NEW COASTER, LLC	MUNICIPAL CLERK Ads&Promotion	24-00952	INV #61283 ORD #2024-4 3/21/24	26.78	0.00	
GANNE005 GANNETT NEW YORK/NEW JERSEY		24-01024	APP #10013647 ORD 2024-8	57.00	0.00	
THECOA THE NEW COASTER, LLC		24-01079	#61333 ORD 2024-6 & 2024-7	55.42	0.00	
				139.20		
4-01-20-120-000-238 GRALLC GRANICUS, LLC	MUNICIPAL CLERK Contractual	24-00951	INVOICE #181640 APRIL 2024	755.63	0.00	
PARKE005 PARKER MCCAY, PA		24-01023	Parker McCay #3178575, 3178576	2,706.00	0.00	
				3,461.63		
Extd Total: MUNICIPAL CLERK				3,608.73		
Department Total: MUNIC CLERK				3,608.73		
Department: FINANCE						
Extd: FINANCIAL ADMINISTRATION						
4-01-20-130-000-202 AMAZ0005 AMAZON.COM SERVICES	FINANCE Office Supplies	24-00906	Office Relocation Supplies	266.60	0.00	
WBMASON W.B.MASON CO., INC.		24-00998	Finance Supplies	1,352.16	0.00	
				1,618.76		
4-01-20-130-000-205 GANNE005 GANNETT NEW YORK/NEW JERSEY	FINANCE Ads	24-00931	BID - TRANSPORTATION SERVICES	71.96	0.00	
4-01-20-130-000-206 ATLTOM ATLANTIC TOMORROWS OFFICE	FINANCE Copier	24-00999	Contract #52628 1/1-3/31	1,964.90	0.00	
MUNCAP MUNICIPAL CAPITAL CORPORATION		24-01054	Contract #40120890 PMT 1 of 60	475.69	0.00	
				2,440.59		
4-01-20-130-000-209 GREFIN GREATAMERICA FINANCIAL SVCS.	FINANCE Fees	24-00985	Invoice #36205320 - May 2024	339.50	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-01-20-130-000-223	FINANCE Condo Reimbursements					
70270009	702 - 704 5TH AVENUE APTS LLC	24-01052	1st Q 2024 Trash Reimbursement	2,607.28	0.00	
	Extd Total: FINANCIAL ADMINISTRATION			7,078.09		
	Department Total: FINANCE			7,078.09		
Department: COMPUTER MIS						
Extd: COMPUTERIZED DATA PROCESSING						
4-01-20-140-000-219	COMPUTER DATA PROC. Equipment					
AMAZ005	AMAZON.COM SERVICES	24-00906	Office Relocation Supplies	135.77	0.00	
4-01-20-140-000-222	COMPUTER DATA PROC Software Lic.					
CONCON	CONSTANT CONTACT, INC.	24-00917	INV#7XGSL9DAB8624 2024 Renewal	2,055.90	0.00	
4-01-20-140-000-225	COMPUTER DATA PROC.Document Mgt.					
FILEB005	FILE BANK, INC.	24-01011	February & March 2024	16,175.24	0.00	
4-01-20-140-000-226	COMPUTER DATA PROC. Verizon Connect					
VERIZ015	VERIZON CONNECT	24-01010	March & April 2024	5,376.40	0.00	
	Extd Total: COMPUTERIZED DATA PROCESSING			23,743.31		
	Department Total: COMPUTER MIS			23,743.31		
Department: TAX REV ADMIN						
Extd: TAX REVENUE ADMINISTRATION						
4-01-20-145-000-238	TAX REV ADMIN Conventions					
HARROC	HARD ROCK HOTEL & CASINO AC	24-00897	SPRING CONFERENCE HOTEL	654.00	0.00	
	Extd Total: TAX REVENUE ADMINISTRATION			654.00		
	Department Total: TAX REV ADMIN			654.00		
Department: TAX ASSESSOR						
Extd: TAX ASSESSOR						
4-01-20-150-000-209	TAX ASSESSOR Fees					
MONCOT	MONMOUTH CTY. ASSESSOR'S ASSOC	24-01000	Assessor Dues 2024	200.00	0.00	
JALLO005	JALLOH & JALLOH, LLC	24-01001	Tax Appeal March 2024	682.50	0.00	
				882.50		
	Extd Total: TAX ASSESSOR			882.50		
	Department Total: TAX ASSESSOR			882.50		
Department: DIRECTOR OF COMMUNICATIONS						
Extd: DIRECTOR OF COMMUNICATIONS						
4-01-20-151-000-204	DIRECTOR OF COMMUNICATIONS Newsletter					
CRAPRI	CRAFTMASTER PRINTING, INC.	24-00561	Spring Newsletter Printing	2,409.00	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-01-20-151-000-204 KINTINC KINTECH, INC.	DIRECTOR OF COMMUNICATIONS Newsletter Continued	24-00678	Fulfilment Spring Newsletter	365.98 2,774.98	0.00	
	Extd Total: DIRECTOR OF COMMUNICATIONS			2,774.98		
	Department Total: DIRECTOR OF COMMUNICATIONS			2,774.98		
Department: LEGAL SERVICES						
Extd: LEGAL SERVICES						
4-01-20-155-000-209	LEGAL SERVICES Fees					
DILW005 DILWORTH PAXSON, LLP	24-01015 Invoice for Capital Ordinance			450.00	0.00	
GENBUR GENOVA BURNS LLC	24-01049 Invoice 511819 General File			14,025.08	0.00	
LADDY005 LADDEY, CLARK & RYAN, LLP	24-01066 Invoice 75177 AP vs. KW			550.00	0.00	
HILLW005 HILL WALLACK LLP	24-01088 Invoice 756759 General Matters			12,018.36 27,043.44	0.00	
	Extd Total: LEGAL SERVICES			27,043.44		
	Department Total: LEGAL SERVICES			27,043.44		
Department: APTV						
Extd: CABLE TV ADVISORY COMMITTEE						
4-01-20-162-000-202	APTV Equipment					
AMAZO005 AMAZON.COM SERVICES	24-00958 HDMI extender			129.90	0.00	
	Extd Total: CABLE TV ADVISORY COMMITTEE			129.90		
	Department Total: APTV			129.90		
	CAFR Total:			71,638.45		
Department: Planning Department						
Extd: Planning Department						
4-01-21-179-000-204	PLANNING DEPT. Professional Svcs.					
KYLEM005 KYLE MCMANUS ASSOCIATES LLC	24-00909 Inviocce 5373 General Fees			37.50	0.00	
4-01-21-179-000-207	PLANNING DEPT. Training/Cert.					
NJPLAN THE NJ PLANNING OFFICIALS, INC.	24-01050 Natalie Passerini training			136.00	0.00	
4-01-21-179-000-209	PLANNINF DEPT. Planning Board Fees					
THEBE005 THE BEEKMAN LAW FIRM, LLC	24-00937 Beekman PB LGL SVS			2,250.00	0.00	
	Extd Total: Planning Department			2,423.50		
	Department Total: Planning Department			2,423.50		
	CAFR Total:			2,423.50		
Department: LIAB INSURANCE						
Extd: LIABILITY INSURANCE						
4-01-23-210-000-209	LIABILITY INSURANCE Fees					
NJINT NJ INTERGOVERNMENTAL INS. FUND	24-01032 2nd Installment WC Insurance			267,314.00	0.00	

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4-01-23-210-000-209 PMACOM PMA MANAGEMENT CORPORATION	LIABILITY INSURANCE Fees 24-01033 Mar 2024 Billing Statements	Continued		53,352.18 320,666.18	0.00	
	Extd Total: LIABILITY INSURANCE			320,666.18		
	Department Total: LIAB INSURANCE			320,666.18		
Department: WORKERS COMP						
Extd: WORKER'S COMPENSATION						
4-01-23-215-000-209 NJINT NJ INTERGOVERNMENTAL INS. FUND PMACOM PMA MANAGEMENT CORPORATION	WORKER'S COMPENSATION Fees 24-01032 2nd Installment WC Insurance 24-01033 Mar 2024 Billing Statements			107,526.00 71,298.73 178,824.73	0.00 0.00	
	Extd Total: WORKER'S COMPENSATION			178,824.73		
	Department Total: WORKERS COMP			178,824.73		
Department: GROUP INSUR.						
Extd: EMPLOYEE GROUP INSURANCE						
4-01-23-220-000-209 NJSHBP NJSHBP	EMPLOYEE GROUP INSURANCE Fees (IN CAP) 24-01067 HEALTH COVERAGE APRIL 2024			750,879.30	0.00	
	Extd Total: EMPLOYEE GROUP INSURANCE			750,879.30		
	Department Total: GROUP INSUR.			750,879.30		
	CAFR Total:			1,250,370.21		
Department: POLICE						
Extd: POLICE DEPARTMENT						
4-01-25-240-000-203 MELCOR AP CARWASH AND OIL CHANGE	POLICE Motor Vehicle 24-01078 PD CAR WASHES 1/2 - 3/31/24			1,163.75	0.00	
4-01-25-240-000-205 SPCA MONMOUTH COUNTY SPCA	POLICE Animal Control Services 24-00968 #2024972 JANUARY 2024 SERVICES			4,700.00	0.00	
4-01-25-240-000-206 EASTC EAST COAST EMERGENCY LIGHTING, TRIFOR TRI-TECH FORENSICS, INC.	POLICE Purchase of Equipment 24-00491 Van #59 Emergency Lighting 24-00908 Evidence boxes			2,232.45 791.20 3,023.65	0.00 0.00	
4-01-25-240-000-207 ACTIO015 ACTION UNIFORM CO. LLC	POLICE Clothing Allowance 24-00828 SLEO 1 uniforms			266.00	0.00	
4-01-25-240-000-216 CDWGOV CDW GOVERNMENT LLC	POLICE Supplies-Compu. 24-00780 Q#1CDHJNM PD IT Supplies			459.95	0.00	
4-01-25-240-000-218 WIRCOM WIRELESS COMMUNICATIONS &	POLICE Contract.Serv. 24-00970 #M62224 APRIL 2024			1,220.00	0.00	
4-01-25-240-000-221 WITME005 WITMER PUBLIC SAFETY GROUP INC	POLICE Ammunition 24-00222 Night Sights for Glock			936.20	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-01-25-240-000-222 MONCON MONMOUTH COUNTY	POLICE Training POLICE ACADEMY	24-00629	Academy-6 II's and 1 Regular	1,000.00	0.00	
4-01-25-240-000-276 TJSPIZ TJ'S PIZZA	POLICE: PAL Expenses PAL ribbon cutting	24-01035	4/12/24	415.00	0.00	
Extd Total: POLICE DEPARTMENT				13,184.55		
Department Total: POLICE				13,184.55		
Department: FIRE DEPT.						
Extd: FIRE DEPARTMENT						
4-01-25-265-000-202 WBMASON W.B.MASON CO., INC.	FIRE DEPT. Office Supplies QUOTE FOR MISC. SUPPLIES	24-00688		403.35	0.00	
Extd Total: FIRE DEPARTMENT				403.35		
Extd: FIRE HYDRANT						
4-01-25-265-266-299 NJAMER N.J. AMERICAN WATER CO.	FIRE HYDRANT Misc. #1018-210026567043	24-00986	2/24-3/22	21,145.10	0.00	
Extd Total: FIRE HYDRANT				21,145.10		
Department Total: FIRE DEPT.				21,548.45		
Department: PROSECUTOR						
Extd: MUNICIPAL PROSECUTOR						
4-01-25-275-000-202 JAMBUT JAMES N. BUTLER, JR.	PROSECUTOR Fees mun pros march 2024	24-00955		4,550.00	0.00	
Extd Total: MUNICIPAL PROSECUTOR				4,550.00		
Department Total: PROSECUTOR				4,550.00		
CAFR Total:				39,283.00		
Department: STREETS & ROAD						
Extd: STREETS & ROADS MAINTENANCE						
4-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
FREFOR FREEHOLD FORD	24-00183	VARIOUS PARTS BLANKET		448.00	0.00	B
GPCNA091 GPC-NAPA AUTO PARTS	24-00563	VARIOUS PARTS BLANKET		206.09	0.00	B
HUNJER HUNTER JERSEY PETERBILT	24-00720	GARBAGETRK#9 AIRBRAKE CHAMBER		255.21	0.00	
HUNJER HUNTER JERSEY PETERBILT	24-00721	VARIOUS PARTS BLANKET		147.08	0.00	B
FOSCOM FOSTER & COMPANY, INC.	24-00819	Misc Air Brake Fittings		686.83	0.00	
AKEQU005 A&K EQUIPMENT COMPANY INC.	24-00829	DPW#45 BOXVAN BACKUP CAMERA		281.40	0.00	
WETIMM W.E. TIMMERMAN COMPANY, INC.	24-00830	DPW ELGIN MAIN SIDE BROOMS		3,254.70	0.00	
EASAUT EASTERN AUTOPARTS WAREHOUSE	24-00858	VARIOUS PARTS BLANKET		1,689.82	0.00	B
MELCOR AP CARWASH AND OIL CHANGE	24-01068	DPW CAR WASHES 1/24 - 3/19/24		78.75	0.00	
				7,047.88		
4-01-26-290-000-204	STREETS & ROAD Uniforms					
DAVID005 DAVID CRAWFORD	24-00950	reimbursement boots 2024		159.99	0.00	

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4-01-26-290-000-204 JAMES015 JAMES FARLEY	STREETS & ROAD Uniforms	Continued 24-00953	boot reimbursement 2024	<u>164.98</u> 324.97	0.00	
4-01-26-290-000-212 AMAZ005 AMAZON.COM SERVICES	STREETS & ROAD Tools	24-00906	Office Relocation Supplies	291.56	0.00	
4-01-26-290-000-213 GRAING GRAINGER, INC.	STREETS & ROAD Safety Equipment	24-00979	Lifting Belts	410.30	0.00	
4-01-26-290-000-214 ROBBIA ROBERT BIANCHINI	STREETS & ROAD Dues/Memberships	24-00963	REIMBURSEMENT MFD&RCS LIENSE	91.00	0.00	
4-01-26-290-000-215 THEHAR THE HARDWARE STORE	STREETS & ROAD Misc. Hardware	24-00166	Misc Hardware	133.29	0.00	B
4-01-26-290-000-216 FOUND010 FOUNDATION BUILDING MATERIALS	STREETS & ROAD Carpentry Supplies	24-00831	Misc Building Materials	549.48	0.00	B
4-01-26-290-000-218 GUARD010 GUARDIAN PEST CONTROL	STREETS & ROAD Contract.Serv.	24-00954	SERVICES RENDERED 3/28/24	75.00	0.00	
CINCOR CINTAS CORPORATION NO 2		24-00981	9265896880 APRIL AED AGREEMENT	107.00	0.00	
SEAWEL SEABOARD WELDING SUPPLY, INC.		24-00995	cylinder/ hazmat charge	98.25	0.00	
STAVOLA STAVOLA ASPHALT COMPANY, INC.		24-01020	#322357 & #322955 ASPHALT	187.58	0.00	
CINCOR CINTAS CORPORATION NO 2		24-01058	APRIL 2024 MEDICAL RESTOCK	<u>228.41</u> 696.24	0.00	
4-01-26-290-000-222 RUTGE005 RUTGERS, THE STATE UNIV. OF NJ	STREETS & ROAD Training	24-01029	Public Works Continuing Ed Con	481.00	0.00	
NJCIV005 NJ CIVIL SERVICE COMMISSION		24-01082	5/7,14,21, Success Series (S3)	<u>918.00</u> 1,399.00	0.00	
4-01-26-290-000-235 GASFAM GASKOS FAMILY FARM	STREETS & ROAD Shade Tree Commission	24-00246	blanket PO 2024	739.92	0.00	B
Extd Total: STREETS & ROADS MAINTENANCE				11,683.64		
Department Total: STREETS & ROAD				11,683.64		
Department: SOLID WASTE						
Extd: SOLID WASTE COLLECTION						
4-01-26-305-000-209	SOLID WASTE Fees					
DELDEM DELISA DEMOLITION, INC.		24-00891	#293292 & 293293 CONSTR DEBRIS	1,787.50	0.00	
MAZMUL MAZZA MULCH, INC.		24-00960	#1177715 BRUSH DISPOSAL MARCH	1,980.00	0.00	
DELDEM DELISA DEMOLITION, INC.		24-00975	#293608 TRASH FEES 3/16 - 3/30	28,339.57	0.00	
MASREC MAZZA RECYCLING SERVICES, LTD.		24-00977	host fee,enhancement tax,tires	807.19	0.00	
MASREC MAZZA RECYCLING SERVICES, LTD.		24-00978	#1179823 RECYCLING MARCH 2024	10,189.43	0.00	
DELDEM DELISA DEMOLITION, INC.		24-00992	haul fee CB 30yd.	250.00	0.00	
DELDEM DELISA DEMOLITION, INC.		24-01018	INVOICE #293631 CB 4/1/24	250.00	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-01-26-305-000-209	SOLID WASTE Fees		Continued			
DELDEM DELISA DEMOLITION, INC.		24-01084	#293778 CONSTRUCTION DEBRIS	250.00	0.00	
				43,853.69		
	Extd Total: SOLID WASTE COLLECTION			43,853.69		
	Department Total: SOLID WASTE			43,853.69		
Department: BUILDING & GND						
Extd: BUILDINGS & GROUNDS						
4-01-26-310-000-203	BUILDING & GND Misc. Hardware					
GRAING GRAINGER, INC.		24-00823	Misc Hardware	65.80	0.00	B
BELWIN BELMAR WINDOW SHOP		24-00845	Window Shades for Police Dept	1,147.84	0.00	
GRAING GRAINGER, INC.		24-00983	Misc Hardware	325.89	0.00	
				1,539.53		
4-01-26-310-000-204	BUILDING & GND Building Supplies					
SHEWIL THE SHERWIN WILLIAMS CO., INC.		24-00793	Misc Paint	448.45	0.00	B
4-01-26-310-000-205	BUILDING & GND Electrical Supplies					
WARSH005 WARSHAUER ELECTRIC SUPPLY		24-00718	Sunset Footbridge Temp. Bulbs	303.02	0.00	
4-01-26-310-000-208	BUILDING & GND Lumber					
DREYE005 DREYER'S LUMBER & HARDWARE INC		24-00835	Lumber for City Hall Offices	134.27	0.00	B
4-01-26-310-000-209	BUILDING & GND Fees					
OPTIMUM OPTIMUM		24-01085	#07866-183188-01-1 4/8 - 5/7	39.76	0.00	
4-01-26-310-000-210	BUILDING & GND Building Repairs					
AIRSYS AIR SYSTEMS MAINTENANCE, INC.		24-00540	repairs to City Hall Bldg.	2,880.00	0.00	
ERCOI005 ERCO INTERIORS SYSTEMS, INC.		24-00569	Drop Ceiling 2nd Floor Kitchen	1,385.00	0.00	
ERCOI005 ERCO INTERIORS SYSTEMS, INC.		24-00625	Traffic Office Ceiling	4,490.00	0.00	
GUARD010 GUARDIAN PEST CONTROL		24-00954	SERVICES RENDERED 3/28/24	380.00	0.00	
				9,135.00		
4-01-26-310-000-218	BUILDING & GND Contract.Serv.					
CONTR005 CONTROLLED GROWTH, LLC		24-00929	2024 TURF CARE & FERTILIZER &	125.00	0.00	B
	Extd Total: BUILDINGS & GROUNDS			11,725.03		
	Department Total: BUILDING & GND			11,725.03		
	CAFR Total:			67,262.36		
Department: PUBLIC ASST						
Extd: SOCIAL SERVICES:						
4-01-27-345-000-218	SOCIAL SERVICES Contract Services					
VISNUR VISITING NURSES ASSN. OF CENTR		24-00887	Nursing Services January 2024	7,310.00	0.00	
4-01-27-345-000-299	SOCIAL SERVICES Misc.					
WBMASON W.B.MASON CO., INC.		24-00872	Office Supplies	139.08	0.00	
	Extd Total: SOCIAL SERVICES:			7,449.08		
	Department Total: PUBLIC ASST			7,449.08		

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Department: SENIOR CENTER Extd: SENIOR CENTER						
4-01-27-350-000-202 OPTIMUM OPTIMUM	SENIOR CENTER Util. and Service Contr.	24-00974	#07866-196932-01-7 3/15 - 4/14	8.34	0.00	
4-01-27-350-000-299 WBMASON W.B.MASON CO., INC.	SENIOR CENTER Misc.	24-00867	Multifold paper towel	120.72	0.00	
Extd Total: SENIOR CENTER				129.06		
Department Total: SENIOR CENTER				129.06		
CAFR Total:				7,578.14		
Department: PUBLIC LIBRARY Extd: PUBLIC LIBRARY:						
4-01-29-390-000-299 ASBFRE ASBURY PARK FREE PUBLIC LIBRAR	PUBLIC LIBRARY Misc.	24-01063	1st Installment for 2024	50,000.00	0.00	
Extd Total: PUBLIC LIBRARY:				50,000.00		
Department Total: PUBLIC LIBRARY				50,000.00		
CAFR Total:				50,000.00		
Department: LIGHTING Extd: LIGHT,HEAT,POW						
4-01-31-435-435-299 JCPL JCPL	LIGHT, HEAT & POWER Misc.	24-00987	Various Account 2/24-3/25	8,693.01	0.00	
NJAMER N.J. AMERICAN WATER CO.		24-01025	Various Accounts 3/6-4/3	2,000.28	0.00	
NJAMER N.J. AMERICAN WATER CO.		24-01043	Various Accounts 3/6-4/3	579.69	0.00	
JCPL JCPL		24-01064	Invoice 90890132 Installation	1,000.00	0.00	
NJAMER N.J. AMERICAN WATER CO.		24-01071	Various Accounts 3/1-4/1	260.96	0.00	
NJAMER N.J. AMERICAN WATER CO.		24-01090	Various Accounts 3/6-4/3	202.24	0.00	
JCPL JCPL		24-01097	#100 0389 407 555 2/24-3/24	42.13	0.00	
NJAMER N.J. AMERICAN WATER CO.		24-01098	#1018-210024807073 3/5-4/3	181.58	0.00	
				12,959.89		
Extd Total: LIGHT,HEAT,POW				12,959.89		
Extd: STREET/TRAFFIC						
4-01-31-435-436-299 JCPL JCPL	STREET&TRAFFIC LIGHTING Misc.	24-00987	Various Account 2/24-3/25	4,842.03	0.00	
Extd Total: STREET/TRAFFIC				4,842.03		
Department Total: LIGHTING				17,801.92		
Department: TELEPHONE Extd: TELEPHONE						
4-01-31-440-000-299 MONINT MONMOUTH INTERNET CORPORATION	TELEPHONE Misc.	24-00971	INVOICE #349844-M APRIL 2024	3,468.45	0.00	

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4-01-31-440-000-299	TELEPHONE Misc.		Continued			
VERZON	VERIZON BUSINESS	24-01070	#152-069-551-0001-78 4/4-5/3	124.99	0.00	
VERIZON	VERIZON WIRELESS	24-01096	#342269861-00001 3/5-4/4	1,807.85	0.00	
TMOBIL	T-MOBILE	24-01099	#99073363 1/21/24-2/20/24	6,924.31	0.00	
TMOBIL	T-MOBILE	24-01100	#99073363 2/21/24-3/20/24	439.10	0.00	
				12,764.70		
	Extd Total: TELEPHONE			12,764.70		
	Department Total: TELEPHONE			12,764.70		
Department: GASOLINE						
Extd: GASOLINE						
4-01-31-460-000-299	GASOLINE Misc.					
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	24-00961	#474488 DIESEL FUEL 3/26/24	1,518.13	0.00	
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	24-00996	2,050.1 gallons unleaded fuel	4,947.04	0.00	
				6,465.17		
	Extd Total: GASOLINE			6,465.17		
	Department Total: GASOLINE			6,465.17		
	CAFR Total:			37,031.79		
Department: MUNIC COURT						
Extd: MUNICIPAL COURT						
4-01-43-490-000-212	MUNIC COURT Dues,Subscript.					
MONJUD	MONMOUTH MUNIC.JUDGES ASSOC	24-01044	judges dues 2024	200.00	0.00	
4-01-43-490-000-245	MUNIC COURT Interpreter					
BEACRA	BEATRIZ C. CRANEY	24-00956	court interpreter 3/22/24	332.50	0.00	
4-01-43-490-000-246	MUNIC COURT Postage					
GREFIN	GREATAMERICA FINANCIAL SVCS.	24-00957	mail machine april 2024	145.00	0.00	
	Extd Total: MUNICIPAL COURT			677.50		
	Department Total: MUNIC COURT			677.50		
Department: PUBLIC DEFEND.						
Extd: PUBLIC DEFENDER						
4-01-43-495-000-021	Fees					
THELA010	THE LAW OFFICE OF MATTHEW SAGE	24-01041	public defender march 2024	1,500.00	0.00	
	Extd Total: PUBLIC DEFENDER			1,500.00		
	Department Total: PUBLIC DEFEND.			1,500.00		
	CAFR Total:			2,177.50		
CAFR: CURRENT FUND NON BUDGET ACCTS:						
Department: TAXES PAYABLE:						
Extd: TAXES PAYABLE:						
4-01-55-001-000-001	School Taxes Payable					
ASBBOA	ASBURY PARK BOARD OF EDUCATION	24-00991	School Tax April	1,824,954.00	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-01-55-001-000-002	County Taxes Payable					
COUMON COUNTY OF MONMOUTH		24-01055	2nd Qtr 2024 County Taxes	1,424,631.67	0.00	
4-01-55-001-000-023	RAB PILOT - Due to Trustee					
USBANK US BANK OPERATIONS CTR.		24-01053	1st Qtr RAB PILOT DUE TRUSTEE	481,555.69	0.00	
	Extd Total: TAXES PAYABLE:			3,731,141.36		
	Department Total: TAXES PAYABLE:			3,731,141.36		
	CAFR Total: CURRENT FUND NON BUDGET ACCTS:			3,731,141.36		
	Fund Total: CURRENT			5,258,906.31		
Fund:	BEACH					
Department:	UTILITY OE					
Extd:	BEACH UTILITY O/E: OTHER EXPENSES:					
4-05-55-502-000-208	BEACH UTILITY O/E: Office Expense					
AMAZ0005 AMAZON.COM SERVICES		24-00876	thermal paper for credit card	60.39	0.00	
AMAZ0005 AMAZON.COM SERVICES		24-01036	Thermal Paper for Credit Card	254.07	0.00	
				314.46		
4-05-55-502-000-211	BEACH UTILITY O/E: Light & Power					
MONARCH MONARCH ELECTRIC COMPANY		24-00766	Misc Electrical Supplies	312.44	0.00	B
JCPL JCPL		24-00987	Various Accouts 2/24-3/25	253.83	0.00	
NJAMER N.J. AMERICAN WATER CO.		24-01025	Various Accounts 3/6-4/3	181.58	0.00	
				747.85		
4-05-55-502-000-218	BEACH UTILITY O/E: Tools					
CRAPRI CRAFTMASTER PRINTING, INC.		24-00881	scanned beach blue prints	74.50	0.00	
THEHAR THE HARDWARE STORE		24-00907	Blanket for hardware purchases	121.95	0.00	B
				196.45		
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			1,258.76		
	Department Total: UTILITY OE			1,258.76		
4-05-55-546-000-903	BEACH UTILITY O/E: Beach Bathing Fund					
CITY CITY OF ASBURY PARK		24-01016	2024 Beach Bank	5,000.00	0.00	
	Extd Total:			5,000.00		
	Department Total:			5,000.00		
	CAFR Total:			6,258.76		
	Fund Total: BEACH			6,258.76		
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					
KEPSPR KEPWEL SPRING WATER		24-00972	ACCT #117290 MARCH 2024	12.00	0.00	
4-06-55-502-000-210	TRANS.UTILITY O/E: Signs					
GLESUP GLENCO SUPPLY INC.		24-00537	Street Sign Purchase	3,804.00	0.00	

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4-06-55-502-000-212	TRANS.UTILITY O/E: Parking Meter Supply					
SUFFREDI SUFFOLK REDI-MIX		24-00820	Concrete for Kiosk Mounts	652.00	0.00	B
IPSGRO IPS GROUP, INC.		24-01013	INV95749 IPS Monthly DMS Fees	7,503.00	0.00	
				8,155.00		
4-06-55-502-000-213	TRANS.UTILITY O/E: Mobile App Fees					
PARKM005 PARKMOBILE USA, LLC		24-00533	INV36987 1/2024 Trans Fees	5,133.20	0.00	
PAYBY005 PAYBYPHONE US, INC.		24-01002	PBP-US713 3/24 Trans Fees	139.30	0.00	
PARKM005 PARKMOBILE USA, LLC		24-01073	INV940010 3/24 Trans Fees	8,496.40	0.00	
				13,768.90		
4-06-55-502-000-222	TRANS.UTILITY O/E: Repairs					
AIRSYS AIR SYSTEMS MAINTENANCE, INC.		24-00510	TRANSPORTATION/SOCIAL SERVICE	15,930.00	0.00	
	Ext'd Total: TRANS.UTILITY O/E: OTHER EXPENSES:			41,669.90		
	Department Total: UTILITY OE			41,669.90		
	CAFR Total:			41,669.90		
	Fund Total: TRANSPORTATION UTILITY: BUDGET:			41,669.90		
Fund:	SEWER UTILITY: BUDGET:					
Department:	UTILITY OE					
Ext'd:	SEWER UTILITY O/E: OTHER EXPENSES:					
4-07-55-502-000-202	SEWER UTILITY O/E: Hardware/Tools					
GRAING GRAINGER, INC.		24-00893	Exhaust Fan Guard,Door Closers	749.84	0.00	
4-07-55-502-000-204	SEWER UTILITY O/E: Office Supplies					
GANNE005 GANNETT NEW YORK/NEW JERSEY		24-00930	RFQ - PARKING GARAGE	74.60	0.00	
4-07-55-502-000-205	SEWER UTILITY O/E: Repairs					
BRWELD BR WELDING, INC.		24-00868	Change RBC Gearbox Emergency	5,690.00	0.00	
4-07-55-502-000-209	SEWER UTILITY O/E: Fees					
LYONS005 LYONS ENVIRONMENTAL SERVICES		24-00976	#ASPA0324 WWTP TESTING MARCH	1,643.00	0.00	
4-07-55-502-000-211	SEWER UTILITY O/E: Light & Power					
JCPL JCPL		24-00987	Various Accounts 2/24-3/25	21,043.04	0.00	
NJAMER N.J. AMERICAN WATER CO.		24-01025	Various Accounts 3/6-4/3	909.30	0.00	
				21,952.34		
4-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
GUARD010 GUARDIAN PEST CONTROL		24-00954	SERVICES RENDERED 3/28/24	80.00	0.00	
KEPSPR KEPWEL SPRING WATER		24-00972	ACCT #117290 MARCH 2024	12.00	0.00	
SEWER005 SEWER RAT TRENCHLESS SOLUTIONS		24-01038	\$1087 Sewer videoing 1ST AVE	1,550.00	0.00	
				1,642.00		
4-07-55-502-000-220	SEWER UTILITY O/E: Accounting					
NJAMER N.J. AMERICAN WATER CO.		24-00993	Data usage 4000279690	399.62	0.00	
4-07-55-502-000-224	SEWER UTILITY O/E: Sludge Removal					
RUSREI RUSSELL REID WASTE HAULING &		24-00994	sludge transport March 2024	34,534.50	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-07-55-502-000-224	SEWER UTILITY O/E: Sludge Removal		Continued			
PASVAL	PASSAIC VALLEY SEWERAGE COM.	24-01017	INVOICE #523211 MARCH 2024	15,053.50	0.00	
				49,588.00		
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			81,739.40		
	Department Total: UTILITY OE			81,739.40		
	CAFR Total:			81,739.40		
	Fund Total: SEWER UTILITY: BUDGET:			81,739.40		
	Year Total:			5,388,574.37		
Fund:	GENERAL CAPITAL FUND BUDGET:					
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	8,600.00	0.00	B
NJNG	N.J. NATURAL GAS CO.	24-01021	Street Opening Permit Fee	250.00	0.00	
NJTRA	NJ TRANSIT CORPORATION	24-01031	Invoice 0277873 Firehouse	645.42	0.00	
				9,495.42		
C-04-55-998-176-002	Purchase of Prop./Const. of Firehouse					
WALLA005	WALLACE BROS, INC.	23-02172	FIRE DEPARTMENT HEADQUARTERS	1,436,671.20	0.00	B
	Extd Total: Odr. 2018-57 Acq. of Real Property FH			1,446,166.62		
	Department Total:			1,446,166.62		
	CAFR Total:			1,446,166.62		
	Fund Total: GENERAL CAPITAL FUND BUDGET:			1,446,166.62		
	Year Total:			1,446,166.62		
Fund:	GRANT FUND BUDGET:					
G-02-43-874-017-200	Recycling Tonnage Grant					
KINTINC	KINTECH, INC.	24-00678	Fulfilment Spring Newsletter	122.00	0.00	
	Extd Total:			122.00		
	Department Total:			122.00		
G-02-43-907-019-200	Mental Health Grant					
HOMDRU	HOME DRUG PHARMACY	19-03515	Medication for Clients 2019-20	31.05	0.00	B
	Extd Total:			31.05		
	Department Total:			31.05		
G-02-43-918-019-200	Recycling Tonnage Grant					
CRAPRI	CRAFTMASTER PRINTING, INC.	24-00561	Spring Newsletter Printing	803.00	0.00	
	Extd Total:			803.00		
	Department Total:			803.00		
G-02-43-956-022-206	ARP Funding					
SHOCON	SHORELANDS CONSTRUCTION, INC.	22-02807	TRANSPORTATION CENTER RENOV	12,250.00	0.00	B
G-02-43-956-022-217	Opiod Settlement Funds					
TMOBIL	T-MOBILE	24-01099	#99073363 1/21/24-2/20/24	63.42	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
G-02-43-956-022-217 TMOBIL T-MOBILE	Opoid Settlement Funds	24-01100	Continued #990733363 2/21/24-3/20/24	63.42 126.84	0.00	
	Extd Total:			12,376.84		
	Department Total:			12,376.84		
G-02-43-968-023-200 MONCON MONMOUTH COUNTY	Redevelopers Contribution POLICE ACADEMY	24-00629	Academy-6 II's and 1 Regular	5,000.00	0.00	
	Extd Total:			5,000.00		
	Department Total:			5,000.00		
G-02-43-974-023-200 BOHOY005 BOHO YOGA, LLC	UEZ Micro-Business Lease Assistance	23-02396	Lease Subsidy Grant UEZ	225.73	0.00	B
INTER015 INTERWOVEN		23-02623	UEZ Lease Subsidy Grant	950.00	0.00	B
FREED005 FREEDOM ROCKS INC		23-02714	LEASE SUBSIDY GRANT UEZ	949.64	0.00	B
VACCA005 VACCARO GUITARS LLC		23-02979	LEASE SUBSIDY GRANT UEZ	1,413.20	0.00	B
ASBUR060 ASBURY BOOK COOPERATIVE		23-03047	Lease Subsidy Grant UEZ	1,236.00	0.00	B
BARBI005 BARBIE'S HAIR LLC		23-03386	LEASE SUBSIDY GRANT UEZ	934.56	0.00	B
				5,709.13		
	Extd Total:			5,709.13		
	Department Total:			5,709.13		
	CAFR Total:			24,042.02		
	Fund Total: GRANT FUND BUDGET:			24,042.02		
	Year Total:			24,042.02		
Fund:	ANIMAL CONTROL FUND BUDGET:					
T-12-56-850-000-801 NJDEPH NJ DEPT.HEALTH/SNR.SERV.	Reserve for Animal Control	24-00967	Dog Report March 2024	52.80	0.00	
SPCA MONMOUTH COUNTY SPCA		24-00969	#2024972 TNR JANUARY 2024	75.00	0.00	
				127.80		
	Extd Total:			127.80		
	Department Total:			127.80		
	CAFR Total:			127.80		
	Fund Total: ANIMAL CONTROL FUND BUDGET:			127.80		
Fund:	COMMUNITY DEVELOPMENT BLK GRANT BUDGET:					
Ext:	2023 CDBG 23-MC-34-0100					
T-17-82-850-850-001 CRAPRI CRAFTMASTER PRINTING, INC.	2023 Administration	24-00934	Easter Fliers	199.00	0.00	
T-17-82-850-850-003 THEPRO THEO'S PROPERTY MANAGEMENT	2023 Community Events	24-00933	Food for Easter Event	1,200.00	0.00	
	Extd Total: 2023 CDBG 23-MC-34-0100			1,399.00		
	Department Total:			1,399.00		
	CAFR Total:			1,399.00		
	Fund Total: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:			1,399.00		

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Fund:	TRUST OTHER					
T-20-56-850-851-801	Reserve for Public Defender					
GREER005 GREER LAW FIRM		24-01091	alt pub def (2 cases 3/29 4/5)	1,000.00	0.00	
	Extd Total:			1,000.00		
T-20-56-850-854-801	Reserve for Marriage Licenses Due StofNJ					
DEPCHIFA DEPT.OF CHILDREN & FAMILIES		24-00964	Marriage Report 1st qtr 2024	875.00	0.00	
	Extd Total:			875.00		
T-20-56-850-860-801	Reserve for Unemployment Compensation					
NJLABO NJ DEPT.OF LABOR:DIV.OF EMPLOY		24-00965	3rd Q 2022 Unemployment	22,763.26	0.00	
	Extd Total:			22,763.26		
Extd:	5 YR EMERGENCY					
T-20-56-850-875-801	Reserve for DCA Training Fees					
NJDEPC NJ DEPT. OF COMMUNITY AFFAIRS		24-00988	1st QTR TRAINING FEES	13,550.00	0.00	
	Extd Total: 5 YR EMERGENCY			13,550.00		
T-20-56-850-878-801	Reserve for Recreation					
AMAZO005 AMAZON.COM SERVICES		24-00866	Supplies for Rock & Roll	680.05	0.00	
AMAZO005 AMAZON.COM SERVICES		24-00896	Supplies for Rock & Roll	5,225.82	0.00	
ENJOY005 ENJOY YOUR PARTY, INC.		24-00910	Waitstaff for Rock & Roll	2,580.00	0.00	
LUPIPIZ LUIGI'S PIZZARIA		24-01060	food for rock roll event	4,384.40	0.00	
				12,870.27		
	Extd Total:			12,870.27		
	Department Total:			51,058.53		
	CAFR Total:			51,058.53		
	Fund Total: TRUST OTHER			51,058.53		
Fund:	PLANNING & ZONING ESCROW FUND BUDGET:					
CAFR:	PLANNING & ZONING ESCROW FUND BUDGET:					
T-21-00-169-000-299	1201 BRIDGE ST.(PETER GAYLORD)					
INSENG INSITE ENGINEERING, LLC		24-00797	PB & ZB PROF ENG Insite Eng.	300.00	0.00	
	Extd Total:			300.00		
	Department Total:			300.00		
T-21-00-274-000-299	208 MAIN STREET (DB VENTURES, LLC)					
INSENG INSITE ENGINEERING, LLC		24-00621	PB & ZB Insite Interfaith Inv.	699.85	0.00	
	Extd Total:			699.85		
	Department Total:			699.85		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-338-000-299	208 MAIN STREET(INSPECTION)(DB VENTURES)					
INSENG	INSITE ENGINEERING, LLC	24-00621	PB & ZB Insite Interfaith Inv.	492.65	0.00	
	Extd Total:			492.65		
	Department Total:			492.65		
T-21-00-473-000-299	1156 SPRINGWOOD-INSPECTIONS(INTERFAITH)					
INSENG	INSITE ENGINEERING, LLC	24-00621	PB & ZB Insite Interfaith Inv.	911.34	0.00	
	Extd Total:			911.34		
	Department Total:			911.34		
T-21-00-498-000-299	704 4TH AVE(13 GRAND POINT WAY, LLC)					
INSENG	INSITE ENGINEERING, LLC	24-00797	PB & ZB PROF ENG Insite Eng.	576.37	0.00	
	Extd Total:			576.37		
	Department Total:			576.37		
T-21-00-526-000-299	527 BANGS-INSPECTIONS (PEARLBUD REALTY)					
INSENG	INSITE ENGINEERING, LLC	24-00797	PB & ZB PROF ENG Insite Eng.	1,592.62	0.00	
	Extd Total:			1,592.62		
	Department Total:			1,592.62		
T-21-00-530-000-299	302 ATKINS AVE(INTERFAITH NEIGHBORS,INC)					
INSENG	INSITE ENGINEERING, LLC	24-00621	PB & ZB Insite Interfaith Inv.	60.00	0.00	
	Extd Total:			60.00		
	Department Total:			60.00		
T-21-00-535-000-299	704 4TH AVE(INSPE.FEE)(13 GRAND POINT WY)					
INSENG	INSITE ENGINEERING, LLC	24-00797	PB & ZB PROF ENG Insite Eng.	142.63	0.00	
	Extd Total:			142.63		
	Department Total:			142.63		
T-21-00-545-000-299	900-904 SPRINGWOOD(MEMORIAL AVE HOLDING)					
INSENG	INSITE ENGINEERING, LLC	24-00797	PB & ZB PROF ENG Insite Eng.	472.50	0.00	
	Extd Total:			472.50		
	Department Total:			472.50		
T-21-00-546-000-299	407 LAKE AVENUE(TOLL ASBURY PARK, LLC)					
INSENG	INSITE ENGINEERING, LLC	24-00797	PB & ZB PROF ENG Insite Eng.	102.50	0.00	
	Extd Total:			102.50		
	Department Total:			102.50		
T-21-00-554-000-299	910 COOKMAN(INSPE.FEES)(900 COOKMAN,LLC)					
INSENG	INSITE ENGINEERING, LLC	24-00797	PB & ZB PROF ENG Insite Eng.	354.68	0.00	
	Extd Total:			354.68		
	Department Total:			354.68		

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T-21-00-560-000-299	614 COOKMAN AVENUE(614 COOKMAN, LLC)					
INSENG	INSITE ENGINEERING, LLC	24-00797	PB & ZB PROF ENG Insite Eng.	600.00	0.00	
	Extd Total:			600.00		
	Department Total:			600.00		
T-21-00-563-000-299	302 ATKINS(INSPECT.)(INERFATH NEIGHBORS)					
INSENG	INSITE ENGINEERING, LLC	24-00621	PB & ZB Insite Interfaith Inv.	330.00	0.00	
	Extd Total:			330.00		
	Department Total:			330.00		
T-21-00-568-000-299	BL 4001(INSPE.FEES)(AP BL 4001 VENTURE)					
INSENG	INSITE ENGINEERING, LLC	24-00797	PB & ZB PROF ENG Insite Eng.	306.52	0.00	
	Extd Total:			306.52		
	Department Total:			306.52		
T-21-00-572-000-299	202 7TH AVE(INSPE.FEES)(202 7TH AVE,LLC)					
CLACAN	CLARKE CATON HINTZ PC	24-01006	CCH 202 Seventh	300.00	0.00	
	Extd Total:			300.00		
	Department Total:			300.00		
T-21-00-582-000-299	929 ASBURY AV(INSPE)(PARTNER PROPERTIES)					
INSENG	INSITE ENGINEERING, LLC	24-00797	PB & ZB PROF ENG Insite Eng.	400.02	0.00	
	Extd Total:			400.02		
	Department Total:			400.02		
T-21-00-585-000-299	BALTIC & AEGEAN(INSPECTION FEES)(K.HOV)					
INSENG	INSITE ENGINEERING, LLC	24-00797	PB & ZB PROF ENG Insite Eng.	616.02	0.00	
	Extd Total:			616.02		
	Department Total:			616.02		
T-21-00-588-000-299	115-117 ATKINS AVE(INTERFAITH NEIGHBORS)					
INSENG	INSITE ENGINEERING, LLC	24-00797	PB & ZB PROF ENG Insite Eng.	547.50	0.00	
	Extd Total:			547.50		
	Department Total:			547.50		
T-21-00-592-000-299	500 8TH AVE(INSPE.FEE)(LIVINGSYSTEMS,LLC)					
INSENG	INSITE ENGINEERING, LLC	24-00797	PB & ZB PROF ENG Insite Eng.	710.68	0.00	
	Extd Total:			710.68		
	Department Total:			710.68		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-597-000-299	407 LAKE AVE(INSP.FEES)(TOLL BROS.INC.)					
INSENG	INSITE ENGINEERING, LLC	24-00797	PB & ZB PROF ENG Insite Eng.	473.52	0.00	
	Extd Total:			473.52		
	Department Total:			473.52		
T-21-00-598-000-299	138,140 & 144 BORDEN(SAVVY INVESTOR,LLC)					
INSENG	INSITE ENGINEERING, LLC	24-00797	PB & ZB PROF ENG Insite Eng.	348.24	0.00	
	Extd Total:			348.24		
	Department Total:			348.24		
T-21-00-599-000-299	614 COOKMAN AVE(ASBURY PARK BREWERY,LLC)					
THEBE005	THE BEEKMAN LAW FIRM, LLC	24-00937	Beekman PB LGL SVS	595.00	0.00	
	Extd Total:			595.00		
	Department Total:			595.00		
T-21-00-603-000-299	1317-1319 SPRINGWOOD(INS)(BROS.IN BLUE)					
INSENG	INSITE ENGINEERING, LLC	24-00797	PB & ZB PROF ENG Insite Eng.	282.06	0.00	
	Extd Total:			282.06		
	Department Total:			282.06		
T-21-00-606-000-299	637/701 LAKE AVE(INSP.FEES)(DOUGLAS DEV)					
INSENG	INSITE ENGINEERING, LLC	24-00797	PB & ZB PROF ENG Insite Eng.	1,350.00	0.00	
	Extd Total:			1,350.00		
	Department Total:			1,350.00		
	CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET:			12,564.70		
	Fund Total: PLANNING & ZONING ESCROW FUND BUDGET:			12,564.70		
Fund:	ISTAR-2 ESCROW FUND:					
T-42-56-850-850-802	ISTAR-2 ESCROW - Miscellaneous					
HILLW005	HILL WALLACK LLP	24-01088	Invoice 756759 General Matters	39.00	0.00	
	Extd Total:			39.00		
	Department Total:			39.00		
	CAFR Total:			39.00		
	Fund Total: ISTAR-2 ESCROW FUND:			39.00		
Fund:	CITY OF ASBURY PARK REDEVELOPMENT ESCROW					
T-48-56-850-000-833	1201 MEMORIAL(DOUGLAS DEVELOPMENT CORP)					
HILLW005	HILL WALLACK LLP	24-01092	Invoice 756771 1201 Memorial	35.00	0.00	
T-48-56-850-000-859	209 6TH AVENUE(FRANCIS D. CUCINOTTA)					
FRANK010	FRANK CUCINOTTA	24-00804	Refund of Escrow Balance	48.14	0.00	
T-48-56-850-000-860	911 KINGSLEY STREET(LITTLE DINK, LLC)					
HILLW005	HILL WALLACK LLP	24-01092	Invoice 756771 1201 Memorial	140.00	0.00	

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T-48-56-850-000-866 HILLW005 HILL WALLACK LLP	512-514 SUMMERFIELD(SHARED EQUITIES)	24-01092	Invoice 756771 1201 Memorial	122.50	0.00	
T-48-56-850-000-874 HILLW005 HILL WALLACK LLP	MM BOARDWALK(MADISON MARQUETTE,LLC)	24-01093	Invoice 756778 Madison	700.00	0.00	
T-48-56-850-000-876 KYLEM005 KYLE MCMANUS ASSOCIATES LLC	1256 WASHINGTON(SCARANNI REAL EST.MNGMT)	24-00909	Invioce 5373 General Fees	187.50	0.00	
Extd Total:				1,233.14		
Department Total:				1,233.14		
CAFR Total:				1,233.14		
Fund Total: CITY OF ASBURY PARK REDEVELOPMENT ESCROW				1,233.14		
Fund: CITY OF ASBURY PARK CONCESSIONS ESCROW						
T-49-56-850-000-801 HILLW005 HILL WALLACK LLP	SURF LESSONS CONC.(SUMMERTIMESURF,LLC)	24-01089	Invoice 756765 Pedal Boats	910.00	0.00	
T-49-56-850-000-803 HILLW005 HILL WALLACK LLP	AP PEDAL BOATS(SUNSHINE PRODUCTIONS,LLC)	24-01089	Invoice 756765 Pedal Boats	420.00	0.00	
Extd Total:				1,330.00		
Department Total:				1,330.00		
CAFR Total:				1,330.00		
Fund Total: CITY OF ASBURY PARK CONCESSIONS ESCROW				1,330.00		
Year Total:				67,752.17		
Total Charged Lines: 433 Total List Amount: 6,941,649.18 Total Void Amount: 0.00						

Attachment: Bill List 4-24-24 (2024-206 : Resolution authorizing the payment of bills)

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT	3-01	15,114.00	0.00	0.00	15,114.00
CURRENT	4-01	5,258,906.31	0.00	0.00	5,258,906.31
BEACH	4-05	6,258.76	0.00	0.00	6,258.76
TRANSPORTATION UTILITY: BUDGET:	4-06	41,669.90	0.00	0.00	41,669.90
SEWER UTILITY: BUDGET:	4-07	81,739.40	0.00	0.00	81,739.40
Year Total:		5,388,574.37	0.00	0.00	5,388,574.37
GENERAL CAPITAL FUND BUDGET:	C-04	1,446,166.62	0.00	0.00	1,446,166.62
GRANT FUND BUDGET:	G-02	24,042.02	0.00	0.00	24,042.02
ANIMAL CONTROL FUND BUDGET:	T-12	127.80	0.00	0.00	127.80
COMMUNITY DEVELOPMENT BLK GRANT BUDGET:	T-17	1,399.00	0.00	0.00	1,399.00
TRUST OTHER	T-20	51,058.53	0.00	0.00	51,058.53
PLANNING & ZONING ESCROW FUND BUDGET:	T-21	12,564.70	0.00	0.00	12,564.70
ISTAR-2 ESCROW FUND:	T-42	39.00	0.00	0.00	39.00
CITY OF ASBURY PARK REDEVELOPMENT ESC	T-48	1,233.14	0.00	0.00	1,233.14
CITY OF ASBURY PARK CONCESSIONS ESCRO	T-49	1,330.00	0.00	0.00	1,330.00
Year Total:		67,752.17	0.00	0.00	67,752.17
Total of All Funds:		6,941,649.18	0.00	0.00	6,941,649.18

Attachment: Bill List 4-24-24 (2024-206 : Resolution authorizing the payment of bills)

April 24, 2024 Meeting

Balance Brought Forward from Total List Amount	\$ 6,941,649.18
All American Ford in Pt. Pleasant (24-00973)	\$ 43,064.00
Community Affairs & Resource Center (24-00514)	\$ 31,776.00
NJ Motor Vehicle Commission (24-01094)	\$ 60.00

Total:	<u>\$ 7,016,549.18</u>
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Attachment: Bill List 4-24-24 (2024-206 : Resolution authorizing the payment of bills)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 24, 2024
RESOLUTION SUMMARY

2024-207

Resolution identifying the 2024 Menu Items as per the Subsequent Developers Agreement with Madison Retail LLC and Asbury Partners



RESOLUTION NO. 2024-207

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

RESOLUTION IDENTIFYING OF MENU ITEMS AS PER THE SUBSEQUENT DEVELOPER AGREEMENT BETWEEN THE CITY OF ASBURY PARK, MADISON ASBURY RETAIL LLC, AND ASBURY PARTNERS

WHEREAS, Section 4.01(I) of the Subsequent Developer Agreement (SDA) between the City of Asbury Park, Madison Asbury Retail LLC and Asbury Partners authorizes funding for the City for Menu Items; and

WHEREAS, as per the SDA the City shall pass a Resolution to identify Menu Items; and

WHEREAS, the City of Asbury Park hereby identifies the Menu Items and their approximate amounts as follows:

- \$20,000 for the purchase of WiFi along the Boardwalk
- \$100,000 for the purchase (25) Garbage/Trash Cans
- \$10,000 for the purchase of Water Usage for Public Restrooms Shower Stations

WHEREAS, the City Manager shall provide Madison Asbury Retail LLC with the specifications of these items for purchases.

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. 2024-207 which was finally adopted by the City Council at a meeting held on the 24th day of April, 2024

CERTIFIED BY ME THIS 25th DAY OF April, 2024.



~~Lisa Esposito, City Clerk~~ 4/26/2024

LISA ESPOSITO
CITY CLERK

Menu Items for 2024

<u>Item</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Total</u>
Water Usage for Public Restrooms/ Shower Stations	1	\$10,000.00	\$10,000.00
Wifi for Beachfront	1	20,000.00	20,000.00
Garbage Cans	25	4,000.00	<u>100,000.00</u>
			<u>\$130,000.00</u>

Attachment: Menu Items for 2024 (2024-207 : Resolution Identifying of Menu Items as Per the Subsequent Developer Agreement between the



Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 24, 2024
RESOLUTION SUMMARY

2024-208

Resolution authorizing the purchase of electronic door locking system, from A+ Technology on NJ State Contract, for the new Fire Department Headquarters utilizing capital funds:
\$125,892.05



RESOLUTION NO. 2024-208

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

RESOLUTION AUTHORIZING PURCHASE OF ELECTRONIC DOOR LOCKING SYSTEM AT THE NEW FIRE DEPARTMENT HEADQUARTERS

WHEREAS, the City of Asbury Park ("City") has a need to purchase an electronic door locking system at the new Fire Department Headquarters; and

WHEREAS, the City has obtained the attached quotes totaling \$125,892.05

- A+ Technology & Security in the amount of \$125,892.05 on State Contract #17-TELE-00231

WHEREAS, the City of Asbury Park is desirous of awarding the purchase of an electronic door locking system needed at the new Fire Department Headquarters to the vendor listed above in an amount of \$125,892.05; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts C-04-55-998-176-001. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the purchase an electronic door locking system at the new Fire Department Headquarters in the amount of \$125,892.05 and a copy of this Resolution shall be provided to the Director of IT, City Manager, CFO and Purchasing Agent.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-208 which was finally adopted by the City Council at a meeting held on the 24th day of April, 2024

CERTIFIED BY ME THIS 25th DAY OF April, 2024.



~~Lisa Esposito~~, City Clerk 4/26/2024

LISA ESPOSITO
CITY CLERK



Quote

Date	Quote #
3/14/2024	ES36392

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

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

Title	Terms	Rep
New Firehouse-R2	Net 30	Sobel, Matthew

Ln #	Qty	Description	Unit Price	Ext. Price
1	1	LICENSE PHOTO ID <i>Manuf. Part #: 2A8071</i>	\$1,097.40	\$1,097.40
2	43	Door License (Per Door) <i>Manuf. Part #: 2A8943</i>	\$98.60	\$4,239.80
3	1	Workstation License (per Workstation) <i>Manuf. Part #: 2A8067</i>	\$490.40	\$490.40
4	5	CONTROLLER 6000 STANDARD <i>Manuf. Part #: C300100</i>	\$1,235.00	\$6,175.00
5	5	8 HBUS MODULE <i>Manuf. Part #: C300182</i>	\$954.60	\$4,773.00
6	41	T15 MULTI TECH READER BLACK <i>Manuf. Part #: C300480</i>	\$245.60	\$10,069.60
7	2	HBUS 8 IN 2 OUT DOOR MODULE <i>Manuf. Part #: C300660</i>	\$384.00	\$768.00
8	1	HBUS 4 IN 2 OUT DOOR MODULE - WIEGAND <i>Manuf. Part #: C300665</i>	\$473.00	\$473.00
9	1	LSP E2 CABINET WITH 6A PSU <i>Manuf. Part #: C305720</i>	\$383.80	\$383.80
10	2	LSP E4 CABINET WITH 12A PSU <i>Manuf. Part #: C305721</i>	\$572.80	\$1,145.60
11	3	LSP B100 SECONDARY VOLTAGE MODULE <i>Manuf. Part #: C305740</i>	\$58.00	\$174.00
12	5	LSP C8 LOCK CONTROLLER MODULE 8 OUTPUTS <i>Manuf. Part #: C305741</i>	\$84.20	\$421.00

Ln #	Qty	Description	Unit Price	Ext. Price
13	2	MORPHO SIGMALITE+MULTI(BIO+PIN+CARD+LCD) <i>Manuf. Part #: C864183</i>	\$1,060.00	\$2,120.00
14	3	3 CONDUCTOR LINE CORD <i>Manuf. Part #: LC2</i>	\$5.02	\$15.06
15	5	12V/7.0AH BATTERY <i>Manuf. Part #: BT126</i>	\$25.53	\$127.65
16	5	CONTROLLER MOUNTING BRACKET <i>Manuf. Part #: C305760</i>	\$61.01	\$305.05
17	3	DOOR MODULE MOUNTING BRACKET <i>Manuf. Part #: C305761</i>	\$13.07	\$39.21
18	1	ENCODER UNIT MIFARE <i>Manuf. Part #: C41007</i>	\$457.00	\$457.00
19	100	ENCODING SINGLE TECHNOLOGY ISO CARD <i>Manuf. Part #: C196501</i>	\$1.00	\$100.00
20	100	MIFARE DESFIRE ISO CARD 2K EV2 <i>Manuf. Part #: C297472</i>	\$3.52	\$352.00
21	1	IDEMIA SOFT VERIF LICENSE <i>Manuf. Part #: C864662</i>	\$223.00	\$223.00
22	1	MORPHO V2 USB VERIF DONGLE <i>Manuf. Part #: C864510</i>	\$731.43	\$731.43
23	1	SAGEM BIO ENROLLMENT READER MSO1300 E3 <i>Manuf. Part #: C864661</i>	\$212.00	\$212.00
24	11	22/6 STRANDED SHIELDED Natural <i>Manuf. Part #: 32061112</i>	\$263.51	\$2,898.61
25	22	18/4 STRANDED SHIELDED Natural <i>Manuf. Part #: 32151112</i>	\$380.39	\$8,368.58
26	1	SMART-51D Duplex Printer Kit, USB with Ethernet. Includes 1 YMCKO ribbon, 100 PVC cards, and 1 long cleaning card. Mfrs. reference #651406K <i>Manuf. Part #: IDP-651406K</i>	\$2,019.96	\$2,019.96
27	1	Cleaning Swab Kit. IPA-solution presaturated swabs. 4" handle. 10 pieces per kit. For use with SMART-30 and SMART-50 printers. Mfrs. reference #659006-II <i>Manuf. Part #: IDP-659006</i>	\$23.00	\$23.00
28	1	Cleaning Pen Kit. IPA-solution filled pens for thermal print head cleaning. 12 pens per kit. For use with SMART-30 and SMART-50 printers. Mfrs. reference #659007-II <i>Manuf. Part #: IDP-659007</i>	\$23.00	\$23.00
29	1	Cleaning roller kit, 10 pieces. For use with SMART-30 and SMART-50 printers. Mfrs. reference #659005 <i>Manuf. Part #: IDP-659005</i>	\$43.00	\$43.00

Ln #	Qty	Description	Unit Price	Ext. Price
30	1	Long sleeve cleaning card kit for automatic cleaning, 10 pieces. For use with SMART-30 and SMART-50 printers. Mfrs. reference #659909 (Replaces IDP-659008) <i>Manuf. Part #: IDP-659909</i>	\$44.23	\$44.23
31	1	Smart 31 & 51 Series YMCKO Full-color, resin black & overlay panel ribbon with cleaning roller, 250 cards/roll <i>Manuf. Part #: IDP-659366</i>	\$58.67	\$58.67
Labor				
32	348	Installation <i>Manuf. Part #: Total Hourly Rate</i>	\$200.00	\$69,600.00
33	24	Remote Programming/Remote Configuration and Remote Training <i>Manuf. Part #: Total Hourly Rate</i>	\$165.00	\$3,960.00
34	24	Project Management <i>Manuf. Part #: Total Hourly Rate</i>	\$165.00	\$3,960.00

In accordance with NJ State Contract.

Contract/Blanket # 17-TELE-00231

Bid # 24DPP00924

Description – T2424 Surveillance and Access Control Security Systems

Subtotal	\$125,892.05
Sales Tax	\$0.00
Total	\$125,892.05

SCOPE OF WORK

A+ to provide and install (41) Gallagher T15 Card Readers and (2) MORPHO SIGMA LITE+ MULTI Biometric Readers with Card Readers for (2) exterior doors.

1st Floor IDF- (38) Doors

2nd Floor IDF- (5) Doors

A+ to provide and install (5) Gallagher Controllers in customer provided (2) IT Closets.

A+ to provide and run cable from each door (43) to each Gallagher Controller and connect electric strikes to readers.

Customer to provide and install electric strikes before A+ arrives onsite.

A+ to add to City of Asbury Park's existing Gallagher access control system.

A+ to provide (100) Mifare Cards with (1) SMART-51D Duplex Printer with consumables.

ASSUMPTIONS

- Remote Access is required for A+ for duration of the project.
- Patching and painting by others.
- Client is to provide all Network Routing, Required Bandwidth, IP Addresses, POE data ports, Battery Backup, Patch Panels Ports, 110V Electrical Outlets, Rack Space and Wall Space with Plywood Backing
- Unless listed in the Scope of Work, Onsite Construction Meetings are not included in this pricing.
- Use of Bucket Truck/Man Lift not included in price.
- Electrical Outlets must be within 3 Ft of Equipment Location.
- Unless specifically mentioned in the Scope of Work, J-Hooks, Cable Tray, Wire Mold, Conduit and Conduit Sleeves are not included in this proposal. If requested by customer, Labor and Materials can be provided on a separate estimate.
- Training provided will be done remotely, if onsite training or additional remote training is requested, an additional estimate will be needed.
- Client must provide Windows PCs that meet the minimum manufacturer specifications in order to operate properly.
- A+ Suggests that all PCs used for Client Software be dedicated in order to ensure performance.
- Installation will occur during normal business hours Monday - Friday 8:00am - 5:00pm
- Client to provide Interior Floor Plans for all buildings associated with this project.
- Client to provide marked locations for all existing devices that A+ will be working on.
- Client responsible for any permits required.
- Core Drilling not included. Customer responsible for providing clear pathways in between floors for A+ wiring.
- Unless listed in the Scope of Work, Onsite Construction Meetings are not included in this pricing.
- Use of Bucket Truck/Man Lift not included in price.
- Electrical Outlets must be within 3 Ft of Equipment Location.
- Unless specifically mentioned in the Scope of Work, J-Hooks, Cable Tray, Wire Mold, Conduit and Conduit Sleeves are not included in this proposal. If requested by customer, Labor and Materials can be provided on a separate estimate.
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- Client to provide Interior Floor Plans for all buildings associated with this project.
- Client to provide marked locations for all existing devices that A+ will be working on.
- Client responsible for any permits required.
- Core Drilling not included. Customer responsible for providing clear pathways in between floors for A+ wiring.
- All work areas to be asbestos free.
- All devices to be installed at a serviceable ladder height.
- Proof of tax exemption is required
- A+ will use existing cabling pathways, J-Hooks, and conduit sleeves.
- Customer is to provide and install all electrified locking hardware and door contacts

TERMS & CONDITIONS

1. REMITTANCES: : All invoices shall be due and payable upon receipt in United States currency, free of exchange, or any other charges, or as otherwise agreed upon and set forth in writing by A+ Technology & Security Solutions, Inc. (hereinafter called "Seller"). The Customer, if so requested agrees to furnish Seller with all information including financial statements, necessary to make a proper credit appraisal. Refusal to supply information may cause this proposal to be withdrawn. Terms of payment originally granted are subject to the approval of continued credit status, Prices are subject to correction for error.

2. PROPOSALS: Proposals are based upon straight-time labor. Any request by the Customer for overtime work shall be considered an extra. This proposal expires 30 days after date received.

3. PROGRESS PAYMENTS: All equipment either delivered directly to the job site or received at seller's offices for configuration will be billed upon receipt. Seller reserves the right to invoice Customer as the work progresses. Invoices are due upon receipt (or based on approved terms) by Customer. If the Customer becomes overdue in any undisputed progress payment, Seller shall be entitled to suspend work & shall be entitled to interest at the annual rate of 18% or the maximum permitted by the State of NY and also to avail itself of any other legal remedies.

4. (RMA) RETURN MERCHANDISE AUTHORIZATION:

- Items returned for credit may be subject to a 25% restocking fee. In order to be considered for an eligible return, items must be returned to the Sellers office within 30 days of order. Credit return privileges may not apply to certain Third Party Distributed items. A 25% restocking fee applies to those Third Party items that are accepted for return.
- Items returned for credit must be in NEW, UNUSED, RESELLABLE condition and in their original packaging. Items showing any signs of use will not be accepted for return for credit.
- All items returned are subject to inspection and acceptance by A+ Technology & Security Solutions, Inc.
- In the event that a return is refused, the customer will be contacted to arrange for the product return and a \$125.00 test and inspection may be applied.
- Custom fabrication orders and special orders cannot be returned for credit as their purchase is considered final.

5. CANCELLATION AND SUSPENSION: Any contract resulting from this proposal is subject to cancellation or instructions to suspend work by the customer only upon agreement to pay Seller adjustment charge. Seller adjustment charge is equal to all invoices for work performed, all invoices for hardware delivered, plus 15%.

6. TAXES: The amount of any sales, use, occupancy, excise, or other tax, federal, state, or local which Seller hereafter shall be obligated to pay, either on its own behalf of the Customer or otherwise, with respect to the material and other service covered by this proposal, shall be added to such invoices and paid by the Customer.

7. LOSS, DAMAGE OR DELAY: Seller shall not be liable for any loss, damage, or delay occasioned by any causes beyond Seller's control, including, but not limited to, governmental actions or orders, embargoes, strikes, differences with workmen, fires, floods, accidents, or transportation delays. Client has full responsibility for disclosing to A+ any hazards including but not limited to asbestos locations prior to A+ beginning work. A+ is not responsible for damages caused by undisclosed hazards including but not limited to removal or remediation of any hazardous materials in relation to the work being performed. In no event shall seller be liable for any consequential or special damages.

8. WARRANTY: Seller warrants that the equipment installed and services furnished by it and covered by this proposal are free from defects under normal use and service and equipment found to be so defective in material or workmanship will be repaired or replaced, if written notice of failure is received by Seller within one (90) ninety days after date of installation, provided said equipment has been operated in accordance with Seller's instructions and provided such defects are not due to abuse, fire or decomposition by chemical or galvanic action. This express warranty is in lieu of and excludes all other warranties, guarantees, or representations, express or implied. There are no implied warranties of merchantability or of fitness for a particular purpose. Seller assumes no responsibility for repairs made on Seller's equipment unless done by Seller's authorized personnel, or by written authority from Seller. Seller makes no guarantee with respect to material not installed by it.

9. CUSTOMER'S REMEDIES: The Customer's remedies with respect to equipment found to be defective in material or workmanship shall be limited exclusively to the right of repair or replacement of such defective equipment. In no event shall seller be liable for claims (based upon breach of implied warranty) for any other damages, whether direct, immediate, foreseeable, consequential, or special or for any expenses incurred by reason of the use or misuse of equipment which or does not conform to the terms and conditions of any contract resulting from this proposal.

10. GOVERNING LAW: Any contract resulting from this proposal shall be governed by, construed, and enforced in accordance with the laws of the State of NY

11. LICENSING/SOFTWARE AGREEMENTS/MANUFACTURER WARRANTIES: All licensing/Software Agreements and Manufacturer Warranties commence on the day the Seller procures them from the manufacturer.

12. ACCEPTANCE OF TERMS: This proposal shall become a binding contract between the Customer and Seller when accepted in writing by signature of Authorized Representative of Customer and Seller receipt of 50% Deposit. Such acceptance shall be with mutual understanding that the terms and conditions of this proposal are a part thereof with the same effect as though signed by both parties named herein and shall prevail over any inconsistent provision of said order. No waiver, alteration, or modification of the terms and conditions on this and the attached hereof shall be binding unless in writing and signed by an authorized representative of Seller.

13. PAYMENT TERMS: After initial 50% deposit is received; the customer will be invoiced for progress payments due upon receipt based on the percentage of job completion. For example, if job is 50% complete, customer will owe the original 50% deposit plus 50% of the remainder due.

Bill To:

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

Ship To:

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

Remarks

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

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

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

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

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

Signature

Print Name

Date



Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 24, 2024
RESOLUTION SUMMARY

2024-209

Resolution authorizing the purchase of a 2024 Ford Super Duty F-550 28 Passenger Vehicle with Wheelchair Lift for Senior Center in the amount of \$169,715.00 utilizing Grant and Capital Funding. Vehicle to be purchased from National Auto Fleet Group under the Sourcewell contract #091521-NAF.



RESOLUTION NO. 2024-209

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

RESOLUTION AUTHORIZING THE PURCHASE OF A TWENTY-EIGHT (28) PASSENGER VEHICLE WITH WHEELCHAIR LIFT FOR SENIOR CENTER

WHEREAS, the City has a need to purchase a 2024 Ford Super Duty F-550 28 Passenger Vehicle for Social Services; and

WHEREAS, the City has obtained the attached quote totaling \$169,715.00 from National Auto Fleet Group under the Sourcwell Contract #091521-NAF; and

WHEREAS, the City of Asbury Park is desirous of awarding the purchases to the vendor in an amount listed above; and

WHEREAS, a portion of the funding has been allocated from the County of Monmouth Grant in the amount of \$50,000.00 to assist in the purchase of this vehicle; and

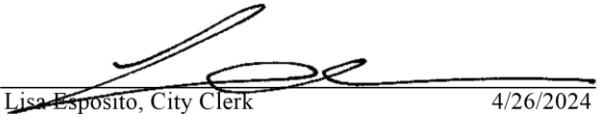
WHEREAS, the Chief Financial Officer has certified that funds are available in the following account: G-02-43-958-023-220 and 4-01-44-902-004-299. The maximum amount of the pending contract is as stated in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorizes the purchase outlined in this Resolution for a total amount of \$169,715.00 for a 2024 Ford Super Duty F-550 28 Passenger Vehicle from National Auto Fleet Group off of Sourcwell Contract 091521-NAF; and

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

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-209 which was finally adopted by the City Council at a meeting held on the 24th day of April, 2024

CERTIFIED BY ME THIS 25th DAY OF April, 2024.


Lisa Esposito, City Clerk 4/26/2024

LISA ESPOSITO
CITY CLERK



National Auto Fleet Group

3.D.4.a

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

03/22/2024

Quote ID#28257NC

Doug Schultz
City of Ashbury Park
1 Municipal Plaza
Asbury Park, NJ 07712

Dear Doug Schultz,

National Auto Fleet Group is pleased to quote the following sourced(s) for your consideration.
One (1) New/Unused (2024 Ford Super Duty F-550 DRW (F5G) XL 2WD Reg Cab 205" WB 120" CA w/Glaval Entourage 28 Passengers w/1 Wheelchair or 24 Passengers with 2 Wheelchairs), Round Rock FD will transport truck to and from Stonewell installing location, each for

	(1) One Unit
Contract Price	\$ 58,265.00
Tax (0.00%)	\$ 111,450.00
Total	\$ 169,715.00

-per your attached specifications:

This sourced(s) is available under the **Sourcewell 091521-NAF**. Please reference this Contract Number on all Purchase Orders to National Auto Fleet Group.

Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
National Fleet Manager
Office (855) 289-6572
Fax (831) 480-8497



DODGE

Attachment: Sourcewell Quote ID#28257NC (2024-209 : Authorizing the purchase of a 28 Passenger Vehicle for Social Services)

Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle:

www.NAFGETA.com

Use the upfitter of your choice:

www.NAFGpartner.com

Vehicle Status:

ETA@NationalAutoFleetGroup.com

General Inquiries:

Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572

**Created by:****Ken Chapman****608-514-4159****Hoglund Bus Co.****Prepared for:****SOURCEWELL****Asbury Park****Attn: Doug Schultz****Glaval Entourage – 28 Passengers w/1 WC or 24 + 2 WC****STANDARD GLAVAL CONVERSION FEATURES:**

- "STEEL SAFE" Constructed Floor, Roof & Sidewalls
- Galvanized Steel Floor Frames
- Galvanized Steel Stepwell
- Galvanized, All Structure
- 5/8" Treated Marine Grade Plywood Flooring
- Gray Koroseal Commercial Flooring w/ Ribbed Aisle
- Cove Molding
- Fiberglass Front Cap & ABS Rear Cap
- Fiberglass Composite Roof
- T-Slide Windows
- Full View Curb Window
- Electrical Panel w/ Diagnostic Fuses
- LED Stepwell Lights
- Vinyl Clad Lauan Ceiling & Interior Sidewalls
- Track Seating
- Rear Center Brake Light
- Steel Rear Bumper (Powder Coated)
- Exterior Rub Rails
- White Exterior
- Foamed in Place Roof Insulation
- Front End Alignment (Toe in, Toe out)
- Undercoating w/ Warranty
- Exhaust Street Side

WARRANTY

- GLAVAL 5 YEAR 100,00 Mile Warranty on Steel Cage Construction
- GLAVAL 5 Year – 100,000 Mile Limited Conversion Warranty

INCLUDED OPTIONS**CLIMATE CONTROL:**

- 90K FRONT AND REAR AC
- 2- FLOOR MOUNTED 65,000 BTU HEATERS

EXTERIOR:

- DRIVER'S SIDE HEAVY DUTY RUNNING BOARD
- FRONT MUD FLAPS
- ELECTRIC 30" ENTRANCE DOOR
- **ALL FIBERGLASS (NOT ON QUOTE - ADD \$3,800 IF DESIRED)**
- EXTERIOR PASSENGER ENTRANCE DOOR KEY
- HEATED/REMOTE EXTERIOR MIRRORS ACCUSTYLE
- LED CENTER MOUNT BRAKE LIGHT
- MID-SHIP TURN MARKER LIGHTS

INTERIOR:

- RAISED FLOOR (NO WHEEL WELLS)
- AM/FM/BLEETOOTH MOUNTED RADIO W/CLOCK W/4 SPEAKERS
- STANCHION AND MODESTY PANEL AT ENTRANCE DOOR
- STANCHION AND MODESTY PANEL BEHIND DRIVER W/TINTED PLEXI-GLASS
- DRIVER STORAGE IN CAB OVERHEAD
- DOOR ACTIVATED INTERIOR LIGHTS
- 2 - LED OVERHEAD 16" STRIP LIGHTS
- GRAY PADDED VINYL INTERIOR WALLS/CEILING AND DRIVER AREA

SAFETY:

- HANDRAIL, ENTRANCE RIGHT HAND
- DUAL ENTRY HANDRAILS PARALLEL TO ENTRANCE STEPS
- 25 PERSON FIRST AID KIT
- 10 LBS. FIRE EXTINGUISHER
- TRIANGLES & BACKUP ALARM
- REAR BACKUP CAMERA W/7" MONITOR
- INTERIOR 6" X 16" MIRROR
- CEILING GRAB RAILS (ADA COMPLIANCE)

HOGLUND BUS COMPANY

Sales 800.866.3105 • Parts 800.866.3104 • Service 866.286.1320

www.hoglundbus.com

PARATRANSIT:

- DOUBLE LIFT DOORS W/ 2 WINDOWS
- BRAUN CENTURY NCL9173454-2 800# REAR LIFT W/ 34" X 54" PLATFORM
- FAST IDLE W/INTERLOCK
- 2 - Q'STRAIT Q 8201-L STD RETRACTOR TIE DOWNS COMBO LAP/SHLDR L-TRACK
- 2 - Q'STRAIT MESH STORAGE POUCHES
- INTERNATIONAL WHEELCHAIR ACCESS SYMBOL DECALS
- PRIORITY SEATING SIGNS

SEATING:

- 12 - FEATHERWEIGHT DOUBLE FORWARD FACING HIGH-BACK RIGID SEATS
- 2 - DOUBLE MID HIGH SIDE WALL FOLD DOWN SEAT
- 28 - SEATING FABRIC LEVEL 1 - DARK GRAY VINYL
- 14 AISLE SIDE ARM RESTS
- 28 - MANUAL SEAT BELTS

BUS CONVERSION ONLY
\$111,450
(CHASSIS ADDITIONAL)
Delivery Included

*Terms and Lease Quotes do not include state or county taxes, title fees, application fees
Or license fees if and where applicable.... lease quotes subject to credit approval*

HOGLUND BUS COMPANY
Sales 800.866.3105 • Parts 800.866.3104 • Service 866.286.1320
www.hoglundbus.com

Vehicle Configuration Options

ENGINE

Code	Description
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas, (STD)

TRANSMISSION

Code	Description
44G	Transmission: TorqShift 10-Speed Automatic, (STD)

TIRES

Code	Description
TGJ	Tires: 225/70Rx19.5G BSW A/P, (STD)

PRIMARY PAINT

Code	Description
Z1	Oxford White

SEAT TYPE

Code	Description
1S	Medium Dark Slate, Cloth 40/20/40 Split Bench Seat, -inc: center armrest, cupholder, storage and driver's side manual lumbar

AXLE RATIO

Code	Description
X8L	Limited Slip w/4.88 Axle Ratio

ADDITIONAL EQUIPMENT

Code	Description
96V	XL Chrome Package, -inc: Halogen Fog Lamps, Bright Grille, Remote Start, Chrome Front Bumper
98G	CNG/Propane Gaseous Engine Prep Package, federal fuel economy standards, U.S. and Canadian safety standards, labeling and any other requirements
41H	Engine Block Heater
86S	Low Deflection Package, -inc: 2-inch spacer blocks, Recommended for rear-biased loading, such as wrecker/retriever applications
68M	GVWR: 19,500 lb Payload Plus Upgrade Package, -inc: upgraded frame, rear-axle and low deflection/high capacity rear springs, Increases max RGAWR to 14,706 lbs, Note: See Order Guide Supplemental Reference for further details on GVWR
51D	Spare Tire & Wheel Delete
61J	6-Ton Hydraulic Jack

OPTION PACKAGE		3.D.4.a
Code	Description	
660A	Order Code 660A	

Attachment: Sourcewell Quote ID#28257NC (2024-209 : Authorizing the purchase of a 28 Passenger Vehicle for Social Services)

2024 Fleet/Non-Retail Ford Super Duty F-550 DRW XL 2WD Reg Cab 205" WB 120" CA

WINDOW STICKER

2024 Ford Super Duty F-550 DRW XL 2WD Reg Cab 205" WB 120" CA

CODE	MODEL	MSRP
F5G	2024 Ford Super Duty F-550 DRW XL 2WD Reg Cab 205" WB 120" CA	\$54,865.00
OPTIONS		
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas, (STD)	\$0.00
44G	Transmission: TorqShift 10-Speed Automatic, (STD)	\$0.00
TGJ	Tires: 225/70Rx19.5G BSW A/P, (STD)	\$0.00
Z1	Oxford White	\$0.00
1S	Medium Dark Slate, Cloth 40/20/40 Split Bench Seat, -inc: center armrest, cupholder, storage and driver's side manual lumbar	\$100.00
X8L	Limited Slip w/4.88 Axle Ratio	\$395.00
96V	XL Chrome Package, -inc: Halogen Fog Lamps, Bright Grille, Remote Start, Chrome Front Bumper	\$225.00
98G	CNG/Propane Gaseous Engine Prep Package, federal fuel economy standards, U.S. and Canadian safety standards, labeling and any other requirements	\$315.00
41H	Engine Block Heater	\$190.00
86S	Low Deflection Package, -inc: 2-inch spacer blocks, Recommended for rear-biased loading, such as wrecker/retriever applications	\$110.00
68M	GVWR: 19,500 lb Payload Plus Upgrade Package, -inc: upgraded frame, rear-axle and low deflection/high capacity rear springs, Increases max RGAWR to 14,706 lbs, Note: See Order Guide Supplemental Reference for further details on GVWR	\$1,155.00
51D	Spare Tire & Wheel Delete	(\$85.00)
61J	6-Ton Hydraulic Jack	\$0.00
660A	Order Code 660A	\$0.00

Please note selected options override standard equipment

SUBTOTAL

\$57,270.0

Advert/ Adjustments

\$0.0

Manufacturer Destination Charge

\$1,995.0

TOTAL PRICE

\$59,265.0

Est City: N/A MPG

Est Highway: N/A MPG

Est Highway Cruising Range: N/A mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Attachment: Sourcewell Quote ID#28257NC (2024-209 : Authorizing the purchase of a 28 Passenger Vehicle for Social Services)

Standard Equipment**MECHANICAL**

Engine: 7.3L 2V DEVCT NA PFI V8 Gas (STD)

Transmission: TorqShift 10-Speed Automatic -inc: 10R140 w/neutral idle, SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and trail (STD)

4.88 Axle Ratio (STD)

EXTERIOR

Tires: 225/70Rx19.5G BSW A/P (STD)

WHEELS

Wheels: 19.5" x 6" Argent Painted Steel -inc: Hub covers/center ornaments not included
--

ADDITIONAL EQUIPMENT

50-State Emissions System

Transmission w/Oil Cooler

Rear-Wheel Drive

78-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection

HD 250 Amp Alternator

Towing Equipment -inc: Brake Controller and Trailer Sway Control
--

Trailer Wiring Harness

11090# Maximum Payload

GVWR: 18,000 lbs Payload Package

HD Shock Absorbers

Front And Rear Anti-Rolls

Firm Suspension

Hydraulic Power-Assist Steering

40 Gal. Fuel Tank

Single Stainless Steel Exhaust

Dual Rear Wheels

Front Suspension w/Coil Springs

Solid Axle Rear Suspension w/Leaf Springs

4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
--

Upfitter Switches

Clearcoat Paint

Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
--

Attachment: Sourcewell Quote ID#28257NC (2024-209 : Authorizing the purchase of a 28 Passenger Vehicle for Social Services)

Black Fender Flares
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Power Heated Side Mirrors w/Convex Spotter, Manual Folding and Turn Signal Indicator
Manual Extendable Trailer Style Mirrors
Fixed Rear Window
Light Tinted Glass
Variable Intermittent Wipers
Aluminum Panels
Front Splash Guards
Black Grille
Autolamp Auto On/Off Reflector Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Cab Clearance Lights
Perimeter/Approach Lights
AM/FM Stereo w/Seek-Scan, Clock and Speed Compensated Volume Control
Radio: AM/FM Stereo w/MP3 Player -inc: 4 speakers
Fixed Antenna
SYNC 4 Communications & Entertainment System -inc: enhanced voice recognition, 911 Assist, 8" LC center stack screen, AppLink, 1 smart-charging USB port and trailer brake controller
Wireless Phone Connectivity
2 LCD Monitors In The Front
40-20-40 Split-Bench Front Seats w/Vinyl Back Material and Manual Driver Lumbar
4-Way Driver Seat -inc: Manual Recline, Fore/Aft Movement and Manual Lumbar Support
4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmissior Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
FordPass Connect 5G Mobile Hotspot Internet Access
Front Cupholder
Compass
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
Cruise Control w/Steering Wheel Controls
Manual Air Conditioning
Illuminated Locking Glove Box
Interior Trim -inc: Chrome Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar
Day-Night Rearview Mirror

Attachment: Sourcewell Quote ID#28257NC (2024-209 : Authorizing the purchase of a 28 Passenger Vehicle for Social Services)

Passenger Visor Vanity Mirror
Full Overhead Console w/Storage and 2 12V DC Power Outlets
Front Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Smart Device Remote Engine Start
Smart Device Integration
Instrument Panel Covered Bin and Dashboard Storage
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks
Driver Information Center
Trip Computer
Outside Temp Gauge
Digital/Analog Appearance
Manual Adjustable Front Head Restraints
Front Center Armrest w/Storage
Securilock Anti-Theft Ignition (pats) Immobilizer
2 12V DC Power Outlets
Air Filtration
Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Emergency Sos
Pre-Collision Assist with Automatic Emergency Braking (AEB)
Lane Departure Warning
Collision Mitigation-Front
Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch
Safety Canopy System Curtain 1st Row Airbags
Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters

Attachment: Sourcewell Quote ID#28257NC (2024-209 : Authorizing the purchase of a 28 Passenger Vehicle for Social Services)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 24, 2024
RESOLUTION SUMMARY

2024-210

Resolution authorizing the purchase of parts needed to repair primary pumps at the Sewer Plant in the amount of \$10,638.00 utilizing Sewer funds.



RESOLUTION NO. 2024-210

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

RESOLUTION AUTHORIZING THE PURCHASE OF PARTS NEEDED TO REPAIR PRIMARY PUMPS AT THE SEWER PLANT

WHEREAS, the City has a need to purchase parts needed to make repairs to the primary pumps at the Sewer Plant; and

WHEREAS, the City has obtained the attached quote from Envirolutions, LLC totaling \$10,638.00 off of the North Jersey Wastewater Cooperative Pricing System Contract #B369-3; and

WHEREAS, the City of Asbury Park is desirous of awarding this purchase to Envirolutions, LLC in the amount of \$10,638.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account 4-07-55-502-000-205. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the purchase of parts needed to make repairs to the primary pump at the Sewer Plant in the amount of \$10,638.00 and a copy of this Resolution shall be provided to the Director of Capital Projects & Public Facilities, City Manager, CFO and Director of Purchasing.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-210 which was finally adopted by the City Council at a meeting held on the 24th day of April, 2024

CERTIFIED BY ME THIS 25th DAY OF April, 2024.



~~Lisa Esposito, City Clerk~~ 4/26/2024

LISA ESPOSITO
CITY CLERK



Enviroolutions LLC

884 Dow Road
Bridgewater, NJ 08807
Phone: (908)231-0336 Fax: (908)218-4298

Proposal #	138607E
Date:	04/03/24
Terms:	Net 30 Days
Freight:	FCA Factory Freight Allowed

Proposal

To:

Name: City of Asbury Park Wastewater Treatment
Address: 1700 Kingsley Street
City: Asbury Park
State: New Jersey ZIP: 07712
Contact: Rudy Corona <Rudy.Corona@cityofasburypark.com>

Ship To:

Name: Please Advise
Address:
City:
State: ZIP:
Tag:

Qty	Units	Part #	Description	Delivery	List Price	Total Price
Existing Pump Data: Vaughan Model HE3L6CSB-080 S/N: 138607A						
1	Ea.	V801-309HES/TC	Vaughan Mechanical Seal - TC Faces	2 Weeks	\$3,117.50	\$2,494.00
1	Ea.	V850-375B	O-ring, Backplate upper	Stock	\$31.25	\$25.00
1	Ea.	V850-368B	O-ring, Backplate lower	Stock	\$31.25	\$25.00
1	Ea.	V103-852	Upper Cutter	Stock	\$561.25	\$449.00
1	Ea.	CEV108-453	Backplate	3 Weeks	\$3,263.75	\$2,611.00
1	Ea.	V113-190-080	Impeller	2 Weeks	\$1,822.50	\$1,458.00
1	Ea.	V104-611	Cutter Nut	Stock	\$237.50	\$190.00
1	Ea.	V107-347	Cutter Bar	Stock	\$1,520.00	\$1,216.00
1	Ea.	V801-633B	Suction Plate O-ring	Stock	\$22.50	\$18.00
1	Ea.	V107-343	Suction Plate	Stock	\$722.50	\$578.00
1	Ea.	V112-829	Suction Plate Gasket	Stock	\$31.25	\$25.00
					Parts Total	\$9,089.00
1	Ea.	-	Duplicate Bare Pump		\$13,297.50	\$10,638.00
Notes: Per Contract B369-3 Above Pricing includes 20% Discount						

Authorized Signature

SubTotal	
Shipping & Handling	Freight Allowed
Taxes	Tax Exempt
TOTAL	\$0.00

Terms:

Validity: Prices are valid for written acceptance within 30 Days
NOTE: Minimum Order - \$200.00 Unless Approved
Payment: Strictly Net 30 Days From Date of Invoice or Payment In Advance. Credit Cards Accepted!
Delivery: Is Approximate and stock items are subject to prior sale.
Price: FOB Factory with motor freight included
Overnight & Expedited shipments are extra
Tax: Sales Tax is not included

EIN 22-3759531

Attachment: ENVIROOLUTIONS QUOTE (2024-210 : Authorizing the purchase of parts needed to repair primary pumps at the Sewer Plant)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 24, 2024
RESOLUTION SUMMARY

2024-211

Resolution authorizing the purchase of daily wristbands needed to operate the Beach Department from National Ticket Company totaling \$8,540.20 utilizing beach funds.



RESOLUTION NO. 2024-211

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

RESOLUTION AUTHORIZING PURCHASE OF WRISTBANDS FOR THE BEACH DEPARTMENT

WHEREAS, the City of Asbury Park ("City") has a need to purchase daily wristbands needed to operate the Beach Department; and

WHEREAS, the City has solicited and obtained two quotes from National Ticket Company and Wristband Specialty; and

WHEREAS, the City of Asbury Park is desirous of awarding the purchase of wristbands to National Tickets Company in the amount of \$8,540.20; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts 4-05-55-502-000-205. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the purchase of daily wristbands for the Beach Department in the amount of \$8,770.49 and a copy of this Resolution shall be provided to the Beach Manager, City Manager, CFO and Purchasing Agent.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-211 which was finally adopted by the City Council at a meeting held on the 24th day of April, 2024

CERTIFIED BY ME THIS 25th DAY OF April, 2024.



~~Lisa Esposito, City Clerk~~ 4/26/2024

LISA ESPOSITO
CITY CLERK



NationalTicket

COMPANY

5562 Snyderstown Rd, Paxinos, PA 17860-7536

Price Proposal

Proposal ID: 9020000-JB
Customer ID: 117046
04/15/2024

JOE BONGIOVANNI
CITY OF ASBURY PARK
9 MAIN ST
ASBURY PARK NJ 07712-7012

Contact Us

ticket@nationalticket.com
www.nationalticket.com

Phone 1.800.829.0829
1.570.672.2900
Fax 1.800.829.0888
1.570.672.2999

Description

Product: Special Printed Ultra Bands
Size: 10 x 1"
Logos: Press Ready Artwork Provided by Customer
Stock: Tyvek
Numbering: Yes
Printing: Front: In 1 colored ink & black
Back: None
Misc: With die-cut adhesive
Lots: 20 total lots – 1 copy with 4 different designs using 10 different ink colors
Furnished: 5 per fold; 1,000 per box
Shipping: Ship date to be determined upon receipt of order.
Quantity: 400,000 total bands **Price:** \$8,295.20 bands
\$ 245.00 ground delivery via A Duie Pyle to 07712

We understand the importance of your event, business or project and look forward to helping you make it a success! Contact our Customer Service Department to place your order or get answers to your questions!

Terms and Conditions

All quotations are valid if orders are placed within 30 days, unless otherwise indicated. The delivery on orders accepted by us and any part thereof shall be contingent upon strikes, fires, accidents and delays of carriers and other causes unavoidable or beyond our control. All quotations made and all orders and contracts taken by our Account Managers are subject to the approval of our corporate office and credit department. A cancellation and/or proof fee will be incurred if the order is cancelled; the fee is determined pending current status of order and all work done up until the point of cancellation. All orders accepted by us cannot be countermanded, except with our consent and upon term which will indemnify us against loss. Buyer agrees to assume liability for patent infringement in favor of any person or corporation arising out of the manufacture of the goods ordered and save seller harmless therefrom. Unless specifically prohibited, we are permitted, without charge, to put our name, trademark and address on the face of the merchandise manufactured by us for our customers. Unless otherwise indicated, freight is FOB Paxinos, PA. For artwork and data transmission guidelines, services and fees visit our website at www.nationalticket.com/general/artworkfaq.asp Paxinos, PA.

Delivered via e-mail to APCHIEF1@OPTONLINE.NET

phone 732.379.8250 fax region 02

Tracy Lizardi

From: Joe Bongiovanni <apchief1@optonline.net>
Sent: Tuesday, April 16, 2024 11:06 AM
To: Tracy Lizardi
Subject: [EXTERNAL] Fwd: Price Quotation 9020000-JB - Customer #117046 - CITY OF ASBURY PARK
Attachments: 9020000.pdf

Sent from my iPhone

Begin forwarded message:

From: James Brouse <jbrouse@nationalticket.com>
Date: April 15, 2024 at 4:20:27 PM EDT
To: apchief1@optonline.net
Subject: Price Quotation 9020000-JB - Customer #117046 - CITY OF ASBURY PARK

Good afternoon Joe,

I am pleased to be of service by providing the attached price quotation based on your wristband needs.

If you have questions, would like to place an order, or need further assistance, please contact me direct at 800-829-0829 ext. 242 or by e-mail at jbrouse@nationalticket.com Monday thru Friday 9 AM to 4 PM EST.

Thank you for giving us this opportunity. I look forward to working with you!

Sincerely,

James Brouse | Season Ticket Coordinator/Inside Sales
 800.829.0829 ext. 242 | www.nationalticket.com | jbrouse@nationalticket.com



NationalTicket
 COMPANY

Connect with us:



Tyvek® Wristbands – Lowest Prices Anywhere!

Attachment: BEACH WRISTBAND QUOTES (2024-211 : Purchase of Wristbands for the Beach Department)

Wristband Specialty

3000 SW 15th st Suite F
Deerfield Beach, FL 33442
Tel : (954) 571-3993
Fax :

Order Acknowledgement

Order No.: WB0008675

Order Date: 4/15/2024

Customer P.O.: JOE-ASBPARK-TYV Est. Ship Date: 4/15/2024

Customer #: WB004569

Payment term: PRE

Sales Rep.: LISAWBS

Shipping Mode: FDX - GRN

Shipping Carrier: FEDEX

Bill to:

City of Asbury Park Beach
9 Main Street
ASBURY PARK, NJ 07712
United States of America

Ship to:

City of Asbury Park Beach
9 Main Street
ASBURY PARK, NJ 07712

Quantity	UOM	Product ID	Description	Unit Price	Extended Price
20,000	EA	T3-11	Tyvek 3/4" GOLD 3/4" X 10"	\$0.0200	\$400.00
WAVES PRINT					
20,000	EA	T3-07	Tyvek 3/4" NEON PINK 3/4" X 10"	\$0.0200	\$400.00
WAVES PRINT					
20,000	EA	T3-01	Tyvek 3/4" NEON GREEN 3/4" X 10"	\$0.0200	\$400.00
WAVES PRINT					
20,000	EA	T3-03	Tyvek 3/4" NEON RED 3/4" X 10"	\$0.0200	\$400.00
WAVES PRINT					
20,000	EA	T3-09	Tyvek 3/4" WHITE 3/4" X 10"	\$0.0200	\$400.00
WAVES PRINT					
1	EA	FEE-PLATE-QP	Quick Print Plate	\$45.0000	\$45.00
WAVES PRINT					
20,000	EA	T3-05	Tyvek 3/4" NEON BLUE 3/4" X 10"	\$0.0200	\$400.00
SHARK					
20,000	EA	T3-04	Tyvek 3/4" NEON ORANGE 3/4" X 10"	\$0.0200	\$400.00
SHARK					

Attachment: BEACH WRISTBAND QUOTES (2024-211 : Purchase of Wristbands for the Beach Department)

Wristband Specialty

3000 SW 15th st Suite F
 Deerfield Beach, FL 33442
 Tel : (954) 571-3993
 Fax :

Order Acknowledgement

Order No.: WB0008675

Order Date: 4/15/2024

Customer P.O.: JOE-ASBPARK-TYVIEst. Ship Date: 4/15/2024

Customer #: WB004569

Payment term: PRE

Sales Rep.: LISAWBS

Shipping Mode: FDX - GRN

Shipping Carrier: FEDEX

Quantity	UOM	Product ID	Description	Unit Price	Extended Price
20,000	EA	T3-08	Tyvek 3/4" PURPLE 3/4" X 10"	\$0.0200	\$400.00
SHARK					
20,000	EA	T3-02	Tyvek 3/4" NEON YELLOW 3/4" X 10"	\$0.0200	\$400.00
SHARK					
20,000	EA	T3-11	Tyvek 3/4" GOLD 3/4" X 10"	\$0.0200	\$400.00
SHARK					
1	EA	FEE-PLATE-QP	Quick Print Plate	\$45.0000	\$45.00
20,000	EA	T3-07	Tyvek 3/4" NEON PINK 3/4" X 10"	\$0.0200	\$400.00
BOAT					
20,000	EA	T3-01	Tyvek 3/4" NEON GREEN 3/4" X 10"	\$0.0200	\$400.00
BOAT					
20,000	EA	T3-03	Tyvek 3/4" NEON RED 3/4" X 10"	\$0.0200	\$400.00
BOAT					
20,000	EA	T3-09	Tyvek 3/4" WHITE 3/4" X 10"	\$0.0200	\$400.00
BOAT					
20,000	EA	T3-05	Tyvek 3/4" NEON BLUE 3/4" X 10"	\$0.0200	\$400.00
BOAT					
1	EA	FEE-PLATE-QP	Quick Print Plate	\$45.0000	\$45.00

Attachment: BEACH WRISTBAND QUOTES (2024-211 : Purchase of Wristbands for the Beach Department)

Wristband Specialty

3000 SW 15th st Suite F
 Deerfield Beach, FL 33442
 Tel : (954) 571-3993
 Fax :

Order Acknowledgement

Order No.: WB0008675

Order Date: 4/15/2024

Customer P.O.: JOE-ASBPARK-TYV Est. Ship Date: 4/15/2024

Customer #: WB004569

Payment term: PRE

Sales Rep.: LISAWBS

Shipping Mode: FDX - GRN

Shipping Carrier: FEDEX

Quantity	UOM	Product ID	Description	Unit Price	Extended Price
20,000	EA	T3-04	Tyvek 3/4" NEON ORANGE 3/4" X 10"	\$0.0200	\$400.00
Palm tree					
20,000	EA	T3-08	Tyvek 3/4" PURPLE 3/4" X 10"	\$0.0200	\$400.00
Palm tree					
20,000	EA	T3-02	Tyvek 3/4" NEON YELLOW 3/4" X 10"	\$0.0200	\$400.00
Palm tree					
20,000	EA	T3-11	Tyvek 3/4" GOLD 3/4" X 10"	\$0.0200	\$400.00
Palm tree					
20,000	EA	T3-07	Tyvek 3/4" NEON PINK 3/4" X 10"	\$0.0200	\$400.00
Palm tree					
1	EA	FEE-PLATE-QP	Quick Print Plate	\$45.0000	\$45.00

Thank you for your business!

page 3 of 3

Subtotal	\$8,180.00
Shipping Charges	\$398.45
Order Discount	\$0.00
Tax	\$0.00
Total Order Amount	\$8,578.45

Attachment: BEACH WRISTBAND QUOTES (2024-211 : Purchase of Wristbands for the Beach Department)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 24, 2024
RESOLUTION SUMMARY

2024-212

Resolution authorizing the purchase of recycling/trash stations in the amount of \$106,912.50 utilizing Beach funds. This is a 2024 Menu Item as per Resolution #2024-207 in the amount of \$100,000.



RESOLUTION NO. 2024-212

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

RESOLUTION AUTHORIZING THE PURCHASE OF RECYCLING/TRASH STATIONS

WHEREAS, the City has a need to purchase Recycling/Trash Stations; and

WHEREAS, the City has obtained the attached quote from Ben Shaffer Recreation totaling \$106,912.50 under the Educational Service Commission of New Jersey Cooperative (ESCNJ) Contract #20/21-22; and

WHEREAS, the City of Asbury Park is desirous of purchasing recycling/trash stations from Ben Shaffer Recreation in an amount of \$106,912.50; and

WHEREAS, the City of Asbury Park has adopted Resolution #2024-207 identifying the 2024 Menu Items as per the SDA for the purchase and reimbursement of twenty-five recycling/garbage cans in the amount of \$100,000.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account 4-05-55-502-000-206. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the purchase of recycling/trash stations in the amount of \$106,912.50 and a copy of this Resolution shall be provided to the City Manager, CFO, Superintendent of Public Works and Director of Purchasing.

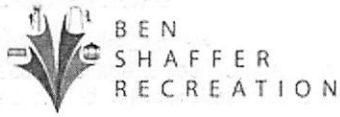
I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-212 which was finally adopted by the City Council at a meeting held on the 24th day of April, 2024

CERTIFIED BY ME THIS 25th DAY OF April, 2024.



~~Lisa Esposito~~, City Clerk 4/26/2024

LISA ESPOSITO
CITY CLERK



Ben Shaffer Recreation
P.O. Box 844
Lake Hopatcong NJ 07849 US

Proposal

TERMS	REP	DATE	Proposal #
Net 30	Greg Powell	4/5/2024	4382

BILL TO
Asbury Park City
Accts. Payable Dept.
One Municipal Plaza
Asbury Park NJ 07712 USA

SHIP TO

CONTACT
Robert Bianchini



As requested, we are pleased to quote the following using Bid #: ESCNJ 20/21-22; Co-op #65MCESCCPS:

ITEM# / DESCRIPTION	VENDOR	QTY	RATE	AMOUNT
SD-242-ESCNIJPG Ironsites Side-Door Recycling Station, Standard Decal Package, 2 lids : tapered formed Lid, Recycle Lid, 2 Black Plastic Liners	Victor Stanley, LLC	25.00	\$2,801.00	\$70,025.00
BCMA Custom configuration, material add-on Galvanization @ \$1,500/container added if applicable	Victor Stanley, LLC	375.00	\$100.00	\$37,500.00
DISCOUNT	BSR	1.00	(\$2,150.50)	(\$2,150.50)
FREIGHT	BSR	1.00	\$1,538.00	\$1,538.00

Asbury Park - VSI Containers (25) **\$106,912.50**

The above items are priced in accordance with Bid #: ESCNJ 20/21-22; Co-op #65MCESCCPS. Freight quotes are honored for 30 days & may need to be updated before order placement.

Approximate delivery time is 14-16 weeks after receipt of order. When placing your order, kindly advise whom the trucker should notify to schedule delivery. The trucker will make one contact and that person must inform any other parties to coordinate delivery.

Please make your Purchase Order payable to "Ben Shaffer Recreation Inc." Prices do not include installation unless otherwise specified above.

Playground Equipment must be installed over a resilient surface. Standard colors and finish are quoted unless noted. Final count is the responsibility of the contractor/purchaser. Note that assembly/installation is NOT provided unless noted above. Sales Tax will be added if applicable

Attachment: BEN SHAFFER RECYCLING STATIONS (2024-212 : Authorizing the Purchase of Recycling/Trash Stations)



Ben Shaffer Recreation
P.O. Box 844
Lake Hopatcong NJ 07849 US

Proposal

TERMS	REP	DATE	Proposal #
Net 30	Greg Powell	4/5/2024	4382

Greg Powell

856.425.2370

greg@benshaffer.com
SBE Certified Recreation Consultant

If you agree to the terms set forth in this proposal, please fill out name, signature, and date to confirm approval:

Estimate Approved By _____

Signature _____

Date _____

P.O. Number _____

Trucker Contact _____ Trucker Phone _____

Ship To Address _____

Attachment: BEN SHAFFER RECYCLING STATIONS (2024-212 : Authorizing the Purchase of Recycling/Trash Stations)

Victor Stanley Shipping Form

Victor Stanley questions for order placement - Form is required to begin the order process. Kindly return form to Ben Shaffer Recreation at sales@benshaffer.com; or Fax to 973-663-4615.

Complete Ship-To Address

Is a lift gate needed to off-load at delivery point? (Lift gate is an additional charge)

Yes ☐ No ☐

If you do not need a lift gate, please verify what equipment you have to offload:

☐ Forklift or Pallet Jack

☐ Manpower

Please provide the name of the person the carrier should call prior to delivery to set up the delivery date:

Name: _____

Phone Number: _____

Standard lead times are running anywhere from 7-11 weeks from the date the order goes into production. If your order is done sooner, can you accept it early?

Yes ☐ No ☐

Is there a REQUIRED delivery date (ie. Memorial, Grand Opening, etc.)

Yes ☐ No ☐

If YES, Date needed by: _____

(Note that overtime charges may apply for guaranteed lead-times)

Name of person completing this form: _____

We realize that projects funded by the infrastructure bill may be tied to Buy America requirements; does this project have Buy America requirements?

Yes ☐ No ☐

Documentation must be submitted prior to order to Victor Stanley for Buy America

Attachment: BEN SHAFFER RECYCLING STATIONS (2024-212 : Authorizing the Purchase of Recycling/Trash Stations)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 24, 2024
RESOLUTION SUMMARY

2024-213

Resolution authorizing the purchase and installation of playground equipment for the 4th Ave and Heck Street playground in the amount of \$287,304.18 from MRC, RubbeRecycle and Whirl Construction utilizing the Monmouth County Open Space Grant.



RESOLUTION NO. 2024-213

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

RESOLUTION AUTHORIZING THE ACQUISITION AND INSTALLATION OF PLAYGROUND EQUIPMENT FOR THE 4TH AVENUE AND HECK STREET PLAYGROUND UTILIZING MONMOUTH COUNTY OPEN SPACE GRANT

WHEREAS, the City received quotes, from MRC, RubbeRecycle and Whirl Construction for the acquisition and installation of playground equipment located at the 4th Avenue and Heck Street attached hereto and incorporated herein by reference; and

WHEREAS, the City has obtained the attached quote:

- MRC in the amount of \$159,271.68; ESCNJ Contract #20/21-06
- RubbeRecycle in the amount of \$100,387.50; ESCNJ Contract #20/21-02
- Whirl Construction in the amount of \$27,645.00; ESCNJ Contract #20/21-02

WHEREAS, the City is desirous of authorizing the acquisition and installation of playground equipment to the vendors listed above in the total amount of \$287,304.18; and

WHEREAS, the Mayor is hereby authorized to sign paperwork for the purchase and installation of playground equipment from the ESCNJ Contract; and

WHEREAS, funding has been allocated from the County of Monmouth Open Space Grant to assist in the acquisition and installation of this playground; and

WHEREAS, The Chief Financial Officer has certified that funds are available in account number G-02-43-967-023-200. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Asbury Park, County of Monmouth and State of New Jersey that the City of Asbury Park authorizes the acquisition and installation of playground equipment at 4th Avenue and Heck Street in the total amount of \$287,304.18 and a copy of this Resolution shall be provided to the Director of Capital Projects and Public Facilities, City Manager, CFO and Purchasing Agent.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-213 which was finally adopted by the City Council at a meeting held on the 24th day of April, 2024

CERTIFIED BY ME THIS 25th DAY OF April, 2024.



Lisa Esposito, City Clerk 4/26/2024

LISA ESPOSITO
CITY CLERK



ASPK-G2401

April 16, 2024
(via email)

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

**Re: Fourth Avenue and Heck Street Playground
City of Asbury Park, Monmouth County, New Jersey
Recommendation to Procure Equipment and Installation**

Dear Ms. Nazzaro:

As you are aware, the City of Asbury Park has received grant funding from the Monmouth County Open Space Fund for the subject project in the amount of \$250,000.00 with a required match of 25% or \$62,500.00 for a total project budget of \$312,500.00

As directed by the City, we have worked with the Director of Facilities and Capital Projects, Robert Bianchini, to obtain quotes for the installation of playground equipment, site improvements, and related amenities under State Contract Procurement mechanisms so as to eliminate the need for public bidding.

Please find the attached quotes for this work, summarized as follows:

MRC Recreation/Whirl Construction

Playground Equipment and Shade Structure	\$ 159,271.68
Rubberbond Safety Surface and rubber curbs	\$ 100,387.50

Whirl Construction

Demolition and Removal	\$ 9,215.00
Retaining wall construction.	\$ 18,430.00

TOTAL:	\$ 287,304.18
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Le: Lillian L. Nazzaro, Esq., City Manager
City of Asbury Park

ASPK-G2401
April 16, 2024
Page 2

Re: Fourth Avenue and Heck Street Playground
Recommendation to Procure Equipment and Installation

As the total of these quotes is within the City's budget estimate for the project, we recommend the City approve the issuance of purchase orders via the appropriate procurement mechanisms.

The City may opt to perform the demolition and removal of the existing play structures utilizing in-house DPW personnel, which would reduce the cost of Whirl Construction's quote by \$9,215.00.

Should you have any questions or require additional information, kindly advise.

Very truly yours,
T & M ASSOCIATES,

JASON D. HARZOLD
CLIENT MGR./PRINCIPAL PROJECT MGR.
Office of the
ASBURY PARK CITY ENGINEER

JDH:jdH

cc: Robert Bianchini, Director of Facilities and Capital Projects (via e-mail)
JoAnn Boos, CFO (via e-mail)
Tracy Lizardi, Purchasing Agent
Gregory Toro, Assistant Director of Facilities

G:\Projects\ASPK\G2401\Correspondence\Grants\Monmouth County Open Space - 4th Ave Playground and Library Park Fountain\Nazzaro_JDH_Fourth Avenue Playground - Recommendation to Procure.docx

Attachment: 4TH AVE PLAYGROUND (2024-213 : Authorizing the Purchase and Installation of Playground Equipment)



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

04/09/2024
Quote #
110779-01-03

NJ Asbury Park City of Playground at 4th and Heck

Asbury Park City of
Attn: Robert Bianchini
1 Municipal Plaza
Asbury Park, NJ 07712
Phone: 732-502-4591
Fax: 732-502-5738
robert.bianchini@cityofasburypark.com

Ship to Zip 07712

Quantity	Part #	Description	
1	RDU	GameTime - Custom Designed 2-5 Unit	
1	RDU	GameTime - Custom Designed 5-12 Unit	
1	QRI394	GT-Shade - GTHC201008IG HANGING CANTI 20X10X8 IG	
1	3680	GT-Shade - Standard Sealed Engineered Drawings	
1	INSTALL	GameTime - by a certified GameTime installer- Accept delivery @ Whirl / transport to site Install equipment listed above	
			Total \$159,271.68

Comments

ESCNJ#20/21-06

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

Safety surfacing is not included in price

by af

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

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

Attachment: 4TH AVE PLAYGROUND (2024-213 : Authorizing the Purchase and Installation of Playground Equipment)



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

04/09/2024
Quote #
110779-01-03

NJ Asbury Park City of Playground at 4th and Heck

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

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

PRICING / PAYMENT: Pricing f.o.b. factory, firm for 30 days from date of quotation unless otherwise stated above. Payment terms: Purchase order made payable to MRC, Inc. 75% due Net 30 days after ship and 25% Balance due upon completion of project for tax supported governmental agencies. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted.

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

FREIGHT/SHIPMENT: Freight charges: Prepaid and added at time of invoicing. Shipment: order shall ship within 8-10 weeks after MRC's receipt and acceptance of your PURCHASE ORDER, signed quotation and color selections. Please note some products may required longer lead times. Consult with your Sales Representative for any extra lead time that may apply to your order.

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

INSTALLATION: *Installation by a Gametime Certified Installer*

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

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

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

Sales Representative: Bob Valvano

Attachment: 4TH AVE PLAYGROUND (2024-213 : Authorizing the Purchase and Installation of Playground Equipment)



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

04/09/2024
Quote #
110779-01-03

NJ Asbury Park City of Playground at 4th and Heck

Acceptance of quotation: (ALL INFORMATION REQUIRED)

Accepted By (printed): _____ P.O. No: _____
Signature: _____ Date: _____
Title: _____ Phone: _____
Email: _____ Facsimilie: _____
Purchase Amount: **\$159,271.68**

Order Information: (ALL INFORMATION REQUIRED)

Bill To: _____ Ship To: _____
Bill To Contact: _____ Ship To Contact: _____
Bill To Email: _____ Ship To Email: _____
Bill To Phone: _____ Ship To Phone: (Office): _____
(Cell): _____
Bill to Address: _____ Ship To Address: _____
Bill To City, State, Zip: _____ Ship To City, State, Zip: _____
SALES TAX EXEMPTION CERTIFICATE #: _____
(PLEASE PROVIDE A COPY OF CERTIFICATE)

Attachment: 4TH AVE PLAYGROUND (2024-213 : Authorizing the Purchase and Installation of Playground Equipment)



Rubber Recycle
1985 Rutgers University Boulevard
Lakewood, NJ 08701
p: 888.436.6846
f: 732.370.4247

04/16/2024
Quote #
110779-02-03

NJ Asbury Park City of Playground at 4th and Heck RR

Asbury Park City of
Attn: Robert Bianchini
1 Municipal Plaza
Asbury Park, NJ 07712
Phone: 732-502-4591
Fax: 732-502-5738
robert.bianchini@cityofasburypark.com

Ship to Zip 07712

Quantity	Part #	Description	Unit Price	Amount
1	Rubberbond	RR - Supply and Installation 3,888 sf Rubberbond Elevate Blend Safety Surfacing	\$93,315.00	\$93,315.00
1	Rubber Curbs	RR - Supply and Installation 23 Brown Rubber Curbs	\$7,072.50	\$7,072.50
			Sub Total	\$100,387.50
			Total	\$100,387.50

Comments

ESCNJ 20/21-02

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

Dumpster and site security are not included in price

Stone is not included in price

Purchase orders are only accepted from public schools and municipalities

bv af

Attachment: 4TH AVE PLAYGROUND (2024-213 : Authorizing the Purchase and Installation of Playground Equipment)



Rubber Recycle
1985 Rutgers University Boulevard
Lakewood, NJ 08701
p: 888.436.6846
f: 732.370.4247

04/16/2024
Quote #
110779-02-03

NJ Asbury Park City of Playground at 4th and Heck RR

Payment Method:

Purchase orders are only accepted from public schools and municipalities. All non-government, religious and private entities will require a 50% deposit; the remaining balance plus extras to be paid on the day of completion with a certified check or credit card.

Signature: _____ Date: _____

Customer is responsible for keeping area closed, safe and secure during the 48 hour curing process for each phase or irrevocable damage will occur. **Rubberrecycle will not be held liable when the damage will occur, the customer will have to pay to have the damage repaired. Please Initial:** _____

Rubberbond: There may be slight color variations during the curing process but should blend in a short period of time depending on weather conditions. Note: "Day Seams" may be required and visible based on size of the project and/or unforeseen weather conditions causing the process to be suspended. Any damage incurred during curing will be repaired at the customer's expense. Variations in texture may be visible due to temperature fluctuations. Note: All surfaces will darken initially. Swing areas and non-stationary equipment areas are subject to excess wear and are not covered under warranty. Wear mats are encouraged. The Wear Course is subject to rubber granulating. Periodic leaf blowing is recommended to maintain a clean and safe surface.

Aquabond Disclaimers: Color may go through a burnout or yellowing effect for a few weeks and then return to normal. **Please Initial:** _____

Rubber Mulch Disclaimers: Rubber mulch should not be stored or placed directly on or near asphalt. The petroleum distillates used in asphalt may adversely affect the pigmentation of the rubber mulch and cause a harmless "Bleeding affect" on the color. Installation is not included unless otherwise noted. **Please Initial:** _____

TERMS AND CONDITIONS: Poured Rubber safety surfaces: The Rubberrecycle™ Quote is based on the information provided and is subject to change based on review of complete plans, site location, including final installation unless indicated above. Sub-base materials and work provided by others and must meet Rubberbond specifications and appropriate grade elevations; and is the responsibility of the owner. Rubberrecycle's Standard insurance does not include "additional insured", subrogation, or primary / noncontributing wording. In the event that a change in color, color percentage, thickness, or square footage is required, a revised proposal and/or purchase order will be submitted prior to installation.

GENERAL LABOR: All work and materials will be as specified. All labor will be performed in a workmanlike fashion. Any unforeseen/unknown sub surface utilities/substructures damaged during the work are not the company responsibility; and may incur additional costs, charges or fees. Owner will be responsible for maintenance and surfacing upkeep in strict accordance with the manufacturer's specifications. All changes to this contract shall be made in writing, and not valid until signed by the company.

Changes may be subject to additional fees. All schedules and agreements are subject to labor strikes, unusual weather, transportation availability and delays, manufacturing and supply and other delays beyond our control. Owner of project to carry fire, property, casualty, and other applicable insurance. Company workers are covered under statutory workman's compensation insurance.

APPLICABLE LAW: The validity, construction and interpretation of these terms and conditions shall be governed by and construed in accordance with the laws of the State of New Jersey, excluding that body of law applicable to choice of law. This agreement has been entered into in New Jersey and Buyer agrees that it is subject to the inpersonam jurisdiction of the State and Federal Courts of New Jersey. Venue is designated in Ocean County New Jersey or the Federal District court in Essex County, New Jersey. Parties agree to waive trial by Jury on all matters. Buyer hereby waives any and all rights to seek a change of venue based upon forum non conveniens or any other procedural theory. If any of these terms and conditions are declared either void, or unenforceable, such provision shall be severed from these terms and conditions and the remaining terms and conditions shall otherwise remain in full force and effect.

CONSEQUENTIAL DAMAGES WAIVER: Buyer agrees to indemnify, defend and hold Rubberrecycle™ harmless of and free from any liability which may be asserted against Rubberrecycle™ by virtue of any suit or claim of any kind, arising out of, connected with, or



Rubber Recycle
1985 Rutgers University Boulevard
Lakewood, NJ 08701
p: 888.436.6846
f: 732.370.4247

04/16/2024
Quote #
110779-02-03

NJ Asbury Park City of Playground at 4th and Heck RR

resulting from the purchase, sale, use, installation or consumption of the goods by Buyer, or any subsequent user of the goods. Buyer shall reimburse Rubberecycle™ within ten (10) days after any judgments rendered against Rubberecycle™ as a result of the foregoing and shall pay all costs and expenses incurred by Rubberecycle™ in defending any action brought against Rubberecycle™ as a result thereof, including reasonable attorney fees, court costs, expert witness fees and expenses.

In no event will rubberecycle™ be responsible for any direct loss or damage, including without limitation cost and expenses, in excess of the amounts paid by buyer for the materials supplied. Rubberecycle™ will not be responsible or liable for any type of incidental, special, exemplary, punitive, indirect or consequential damages, including but not limited to, direct loss or damage, lost revenue or profits, replacement goods, loss or interruption of use, even if rubberecycle was advised of the possibility of such damages, and whether arising under a theory of contract, tort, strict liability or otherwise.

ACCEPTANCE OF PROPOSAL: The above pricing, schedule and payment, terms and conditions detailed in this quote are also agreed to and accepted. By signing this agreement below, you are authorizing us to do the specified work detailed in this quotation.

SIGNATURE: _____ DATE: _____ WITNESS: _____ DATE: _____

Sales Representative: Bob Valvano

Acceptance of quotation: **(ALL INFORMATION REQUIRED)**

Accepted By (printed): _____

P.O. No: _____

Signature: _____

Date: _____

Title: _____

Phone: _____

Email: _____

Facsimile: _____

Purchase Amount: **\$100,387.50**

Order Information: **(ALL INFORMATION REQUIRED)**

Bill To: _____

Ship To: _____

Bill To Contact: _____

Ship To Contact: _____

Bill To Email: _____

Ship To Email: _____

Bill To Phone: _____

Ship To Phone: (Office): _____

(Cell): _____

Bill to Address: _____

Ship To Address: _____

Bill To City, State, Zip: _____

Ship To City, State, Zip: _____

SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)

Attachment: 4TH AVE PLAYGROUND (2024-213 : Authorizing the Purchase and Installation of Playground Equipment)



PROPOSAL / AGREEMENT

Page 1 of 2

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

City Of Asbury Ph: 732-312-7579 10/30/23
 Robert.bianchini@cityofasburypark.com

PROPOSAL SUBMITTED TO	PHONE	DATE
One Municipal Plaza	Asbury Park, NJ 07712	052323B
STREET	CITY STATE ZIP	QUOTE#
Robert Bianchini	4 th & Heck St PG – Site work	Asbury
ATTN	JOB NAME	LOCATION

We hereby submit specifications and estimates for:

Site prep / demo: @ 9.7 tons.....\$9,215.00

*remove & dispose: existing equipment; safety surface;
 Wood ties; rubber curbs & picnic table;

(*PLEASE NOTE: above pricing based upon **ESCNJ 20/21-02** / if additional material needed to be invoiced accordingly)

THIS FORM MUST BE SIGNED AND RETURNED TO SCHEDULE INSTALLATION

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

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

Nine Thousand Two Hundred Fifteen Dollars..... DOLLAR \$9,215.00

Payment to be made as follows:

Purchase order due with signed proposal.

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

Authorized Signature: Jim Davis

Jim Davis

Note: This proposal may be withdrawn if not accepted within 30 days, above pricing is subject to manufacturer's surcharges.

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

VISIT US AT WWW.WHIRLCONSTRUCTION.NET

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

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

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

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

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

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

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

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

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

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

Date of acceptance: _____

Signature: _____

Title: _____

Print name: _____



PROPOSAL / AGREEMENT

Page 1 of 2

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

Phone (732) 495-3715

Email: info@whirlconstruction.netwww.whirlconstruction.net

City of Asbury

Ph: 732-312-7579

1/11/24

Robert.bianchini@cityofasburypark.com
rk.com

PROPOSAL SUBMITTED TO

PHONE

DATE

1 Municipal Plaza

Asbury Park, NJ 07712

105023A

STREET

CITY STATE ZIP

QUOTE#

Robert Bianchini

4th & Heck St PG

Asbury Park

ATTN

JOB NAME

LOCATION

We hereby submit specifications and estimates for:

Site prep / demo: @ 19.4 tons.....\$18,430.00

*S&I: 140 LF modular block wall on East & South side of park

(*PLEASE NOTE: above pricing based upon **ESCNJ 20/21-02** / if additional material needed to be invoiced accordingly/ above proposal does not include fencing)

THIS FORM MUST BE SIGNED AND RETURNED TO SCHEDULE INSTALLATION

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

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

Eighteen Thousand Four Hundred Thirty Dollars..... DOLLAR \$18,430.00

Payment to be made as follows:

Signed proposal due with purchase order.

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

Authorized Signature: Jim Davis

Jim Davis

Note: This proposal may be withdrawn if not accepted within 30 days, above pricing is subject to manufacturer's surcharges.

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

VISIT US AT WWW.WHIRLCONSTRUCTION.NET

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

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Date of acceptance: _____

Signature: _____

Title: _____

Print name: _____



Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 24, 2024
RESOLUTION SUMMARY

2024-214

Resolution authorizing emergency sink hole repairs needed at the 1100 block of First Avenue totaling \$17,010.99 utilizing Sewer O&E funds from S Brothers, Inc.



RESOLUTION NO. 2024-214

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

RESOLUTION AUTHORIZING THE EMERGENCY SINK HOLE REPAIRS NEEDED AT FIRST AVENUE

WHEREAS, the City Manager declared an emergency as per the Local Public Contracts Law, N.J.S.A. 40A:11-6 for emergency sink hole repairs needed at the 1100 block of First Avenue; and

WHEREAS, the declarations of the emergency are on file with the CFO, Director of Purchasing and the City Manager as per the Local Public Contract Law; and

WHEREAS, an invoice has been received from S. Brothers, Inc. for the emergency sink hole repairs needed in the amount of \$17,010.99; and

WHEREAS, the Chief Financial Officer has certified that funds are available in Account 4-07-55-502-000-205. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the emergency sink hole repairs needed at the 1100 block of First Avenue in the amount of \$17,010.99 from S. Brothers, Inc. and a copy of this Resolution shall be provided to the Director of Capital Projects & Public Facilities, City Manager, CFO and Purchasing Agent.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-214 which was finally adopted by the City Council at a meeting held on the 24th day of April, 2024

CERTIFIED BY ME THIS 25th DAY OF April, 2024.



~~Lisa Esposito~~, City Clerk 4/26/2024

LISA ESPOSITO
CITY CLERK

S BROTHERS INC.

PO Box 317
South River NJ 08882**Invoice**

Date	Invoice #
4/3/24	3770

Bill To
City of Asbury Park One Municipal Plaza Asbury Park, NJ 07712

P.O. No.	Terms	Project
	1st voucher	

Item	Description	Qty	Rate	Previous Qty	Total Qty to...	Amount
	Project: Asbury Park - First Avenue Emergency Sewer Repair - Work Performed on 03-18-24 at 103 1st Avenue Job Description: Excavated and located at sink hole gas crew drill through 18" clay storm pipe with service line causing collapsed pipe over 6" clay lateral undermined the collapse of the clay lateral caused a sinkhole on the roadway and obstruction of sewer S. Brothers located and fixed 18" clay storm pipe and 6" lateral house service					
1	Hours - Job super	8	108.00	0	8	864.00
2	Hours - Machine Operator	8	120.00	0	8	960.00
3	Hours - 4 laborers at 8 hrs each	32	106.00	0	32	3,392.00
4	LS - Traffic control devices including set up and removal	1	1,300.00	0	1	1,300.00
5	LS - Mobilization to and from the job site	1	1,300.00	0	1	1,300.00
6	Hours - Trucking and drivers	16	220.00	0	16	3,520.00
7	Day - Excavator	1	800.00	0	1	800.00

Totalemail: SBrothers1@hotmail.com
732-446-0076 fax
732-446-3390 phone**Payments/Credits****Balance Due**

Attachment: S BROTHERS SINK HOLE REPAIRS (2024-214 : Authorizing Emergency Sink Hole Repairs Needed on First Ave)

S BROTHERS INC.

PO Box 317
South River NJ 08882**Invoice**

Date	Invoice #
4/3/24	3770

Bill To
City of Asbury Park One Municipal Plaza Asbury Park, NJ 07712

P.O. No.	Terms	Project
	1st voucher	

Item	Description	Qty	Rate	Previous Qty	Total Qty to...	Amount
8	Day - Bobcat	1	400.00	0	1	400.00
9	Day - Compressor	1	140.00	0	1	140.00
10	Day - Roadsaw	1	120.00	0	1	120.00
11	Day - Diamond Blade	1	85.00	0	1	85.00
12	Day - Jumping jack	1	110.00	0	1	110.00
13	Day - Plate compactor	1	120.00	0	1	120.00
14	LS - Transportation and tolls	1	400.00	0	1	400.00
15	Load - Excavated material	1	460.00	0	1	460.00
16	TON - 3/4 stone	5	35.00	0	4	175.00
17	TON - RCA	15	16.00	0	15	240.00
18	TON - Base mix 19M64	8	120.00	0	8	960.00
19	Parts - Special parts needed for storm repair	1	1,244.99	0	1	1,244.99
20	Parts - sewer part on stock	1	420.00	0	1	420.00
				Total		\$17,010.99
				Payments/Credits		\$0.00
				Balance Due		\$17,010.99

email: SBrothersI@hotmail.com
732-446-0076 fax
732-446-3390 phone

Attachment: S BROTHERS SINK HOLE REPAIRS (2024-214 : Authorizing Emergency Sink Hole Repairs Needed on First Ave)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 24, 2024
RESOLUTION SUMMARY

2024-215

Resolution authorizing the annual renewal of SDL software totaling \$54,200.00 utilizing Computer Data Processing funds.



RESOLUTION NO. 2024-215

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

RESOLUTION AUTHORIZING THE ANNUAL RENEWAL OF SDL SOFTWARE

WHEREAS, the City has a need to renew the SDL software for one year; and

WHEREAS, the City has obtained the attached proposal from Spatial Data Logic, Inc. (SDL) totaling \$54,200.00; and

WHEREAS, this service is exempt from public bidding as per N.J.S.A. 40A:11-5(1) (dd) The provision or performance of goods or services for the support or maintenance of proprietary computer hardware and software, except that this provision shall not be utilized to acquire or upgrade non-proprietary hardware or to acquire or update non-proprietary software; and

WHEREAS, the City had approved via Resolution 2019-139 the purchase of SDL software off of NJ State Contract #89851; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the Current Fund 4-01-20-140-000-222; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, awards the annual software renewal with SDL in the amount of \$54,200.00; and

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

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-215 which was finally adopted by the City Council at a meeting held on the 24th day of April, 2024

CERTIFIED BY ME THIS 25th DAY OF April, 2024.



~~Lisa Esposito~~, City Clerk 4/26/2024

LISA ESPOSITO
CITY CLERK



Asbury Park City 2024 Renewal

Asbury Park City | 1154-190416-2023 | Renewal | /
30, 2024 - Q-04334
3/27/2024
Spatial Data Logic
285 Davidson Ave.
Somerset, NJ 08873
7323571280

Dear Client,

First and foremost, Spatial Data Logic is thrilled to have you as a client. We take a great deal of pride in building and maintaining an easy-to-use software solution, in addition to providing the highest level of support for our products.

As a company, we also keep a close eye on legislation, trends, feature requests and emerging technologies to ensure our software solutions are meeting the needs of our clients and the communities they serve. For instance, some of the new and innovative features that users can look forward to including:

- Offering our Online Plan Review at NO COST for our hosted customers or for a low per-user fee for clients that are not on SDL Hosting
- Expanding our online plan review solution to accommodate land use and engineering reviews.
- Adding lead-specific fields and forms to address new lead-safe certification requirements.
- Adding a business registration form to comply with new legislation.
- Integrating SDL Forms with SDL Mobile
- Adding a redaction tool for OPRA requests

Annual Notice of Rates and Services for 2024

For all of our customers, the SDL Enterprise License is an annual price subscription, but can also be prepaid in advance to lock in your rate for multiple years. The subscription includes the licensing costs for SDL Desktop, SDL Portal, SDL Mobile, SDL Sites and SDL Citizen, in addition to ongoing technical support. Pricing is either based on the number of computers where the desktop software is installed or based on a "Named User". A "Named User" license is required for our SDL Hosting Environment as well as to utilize SDL Online, Online Plan Review, Remote Inspections, and other adjunct SDL Online features.

In addition to our rates, we have also included an overview of our available platforms, department modules, clients' resources and newer features that your municipality may want to consider.

Please note:

- 1) Technical support is only available to users that have been trained on the software by an authorized SDL trainer or have attended SDL Training courses for the module they require support on.
- 2) We will invoice you the month before the renewal date and payment needs to be made within 30 days. If you renew through a third-party reseller (like SHI or Dell), it is your responsibility to secure a quote through them and put a PO in place prior to the renewal date.
- 3) We request that all purchasing agents send us your Pay to Play documents as well as any other purchasing documents at the beginning of the year or at least 3 months prior to the renewal date.
- 4) SDL will provide support from the date of renewal for each seat of software for a full calendar year of that date. We will not prorate or change the amount billed unless we are notified 90 days in advance of the renewal date, per our software license agreement.
- 5) Any services or requests outside of these services shall be deemed additional services and billed according to our standard rate schedules.

Should you have any questions or require additional information, please feel free to contact us via telephone at (732) 357-1280 or email at success@SpatialDataLogic.com.

SDL'S SOFTWARE PLATFORMS

Your Enterprise License includes access to all of our software platforms



SDL | DESKTOP

A powerful desktop application that streamlines and automates department processes



SDL | MOBILE

Allows staff to access information and complete tasks in the field such as inspections and service requests using their smartphone/tablet



SDL | ONLINE

Our cloud-based solution that includes innovative tools to help clients complete tasks and access information from their web browser



SDL | PORTAL

A web-based portal where the public can search for property information, apply for permits, report issues & more



SDL | CITIZEN

A free mobile app that provides another convenient way for residents to access information & submit requests



SDL | SITES

Our municipal sites integrate with the SDL Portal to deliver a unique web experience with online services and personalized content

SDL'S DEPARTMENT MODULES

Your Enterprise License includes access to all of our department modules and workflows.



Manager



Construction



Land Use



Engineering



Tax Assessor



Clerk/Licensing



Public Works



Fire Prevention



Code Enforcement



Health



Police



Pet Licensing



Water & Sewer

OUR SERVICES



Data Integration

SDL provides import and conversion services to help ensure a successful transition. While we have experience converting data from many other software providers, there are certain circumstances where we need to review the database structure and number of records to finalize pricing for the data import.



Installation

SDL offers a variety of installation services and will work with your municipality to identify what assistance is needed.



Training

SDL hosts training sessions to ensure that our clients have the knowledge and tools they need to take full advantage of our municipal management software. For every license that is part of your SDL Enterprise agreement, your municipality will receive one complimentary training credit to be applied towards remote/virtual training sessions that we host regularly. Departmental training can be hosted onsite or virtually. Onsite training is conducted over one full day whereas virtual training can be conducted over one full day or spread across two half days.



Technical Support

SDL continuously strives to provide customers with exceptional support. We have a team of dedicated Technical Support Specialists available to assist you Monday - Friday, 8 am - 5 pm EST. Our support team is available by phone and through our support ticketing systems. Our team is available to connect with you remotely to assist and troubleshoot issues in real time.



Help Center

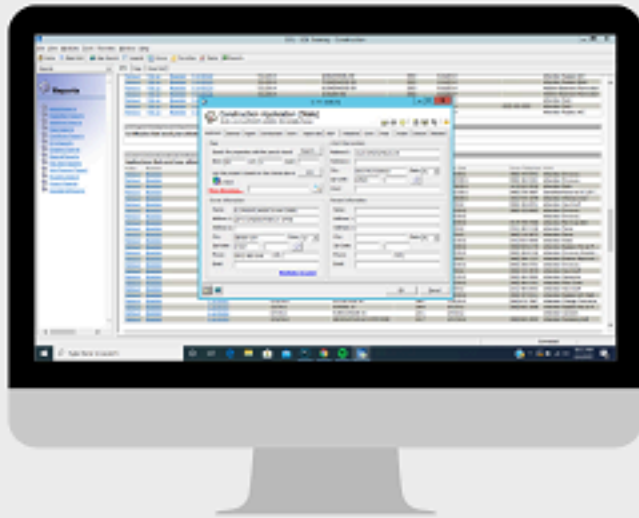
The SDL Help Center offers a 24/7 online resource where clients can access quick how-to guides, watch on-demand webinars, vote for their favorite client feature requests and more.



Additional Services

Additional services may be required during the course of the project that are beyond the scope of work outlined above and in our proposal. These services will be provided upon request.

HAVE YOU CONSIDERED SDL HOSTING?



SDL | HOSTING

SDL Hosting enables towns to move the SDL Desktop into SDL's managed Google Cloud environment, eliminating the need to have and maintain a local server.

WHY UPGRADE?

Our hosting services will be a key part of your transition to the cloud.

- ✓ Access the SDL Desktop from anywhere
- ✓ Eliminate the need for in-house servers
- ✓ Ensures staff is using the most current version of the software
- ✓ Addresses cybersecurity concerns
- ✓ Server maintenance, security patches, backups & updates are included
- ✓ Will be needed to unlock full potential of SDL Online
- ✓ **New!** Named users will have free access to SDL's Online Plan Review

Please be aware that the cost of the hosting services is in addition to your current licensing.

DID YOU KNOW ABOUT THESE FEATURES?

Online Plan Review



SDL's Online Plan Review provides a structured workflow to accept, review, markup and approve building plans digitally.

- Collaborate & review simultaneously
- Change detection feature
- Homeowners and professionals can apply for permits, upload plans, request inspections and check the status online
- Free for SDL Hosting clients or \$250 per user for on-prem clients

SDL Forms



SDL Forms is our unlimited, digital form builder. Use SDL Forms to replace your paper forms or create entirely new online services.

- Intuitive, drag-and-drop editor
- Custom workflow to include prior approvals and notifications
- Advanced features: Location scheduling, digital signatures, HIPAA-level document uploads and identity verification

Lead Certificates & Inspections



In response to new legislation, we've added lead-specific forms, fields, reports and data grids to our Code Enforcement module. These additions will help towns keep track of their exempt/non-exempt properties and manage any lead-specific inspections and certificates.

Business Insurance Registration Form



We created a registration form that our clients can use to collect and track insurance certificates for businesses and multifamily rental units. Towns can adjust this form as needed and add the form to their municipal website and SDL Portal.

Municipal Websites



SDL's websites integrate with our software and citizen portal, transforming your website into a two-way communication tool. Visitors with a portal account can:

- See personalized notifications
- Complete and submit digital forms through the website
- Check the status of requests
- Search for property/permit information
- View custom street cleaning days, garbage days, etc...
- Report 311 issues

Product	Description	Quantity	Price
Enterprise Licensing		50	\$54,200
		Subtotal:	\$54,200
Total Initial Investment:			\$54,200

Note: Renewals are due in advance of the renewal. For third party resellers, PO should be processed and emailed 30-60 days in advance of the renewal. An orders proceed by third party resellers that are 60 days past due will be rejected and paid direct to SDL

Attachment: SDL_Software_Renewal_for_2024_for_Asbury_Park_(2024-215 : Resolution Authorizing the Annual Renewal of SDL software)

PROPOSAL NOTES & CONDITIONS

2024 New Jersey SDL Rate Card:

Please reference attachments for full rate card and price breakout. Additional years will follow the prevailing rate card.

Adjustments and Payment Timeframe:

Per our agreement, you will need to notify us at least 90 days in advance of the renewal month of any changes to the agreement. Payment is due within thirty days of the renewal month or in advance, as such when using third party renewals, you will need the have issued the PO to them at least 30 days prior to the renewal for SHI and at least 90 days prior for Dell

Updated Hardware and Software:

Unless otherwise described in this proposal, SDL is not providing any hardware or software upgrades of the SDL Software description above. In the case of outdated supported software, such as Windows Operating Systems and SQL Server versions, the town is responsibly for these changes prior to the beginning of the renewal year.

- Internet Access - If a hosted solution is chosen internet access is a requirement
- Client Computers - The software requires the current Microsoft supported Windows operating system on computers in order for the software to be installed.
- iOS or Android devices for use with the SDL Mobile App. Devices are required to have data plans for real-time syncing.

Terms and Conditions:

- The prices quoted herein will be valid for a period of of the renewal year. Please contact SDL at (732) 357-1280 for a new quote if your proposal should you require any changes or modifications at least 90 days in advance of the renewal
- **All outstanding invoices beyond sixty (60) days will accrue interest at the rate of 1% per month.**
- All payments will follow Spatial Data Logic's standard billing terms unless otherwise negotiated and agreed upon prior to the submission of a PO or contract.

PROPOSAL SIGN-OFF

The above proposal outlines the scope of work and services that will be provided by Spatial Data Logic. In order to move forward, Spatial Data Logic will need a signed License Agreement and purchase order.

To begin this process, please sign off on the proposal and provide the following information.

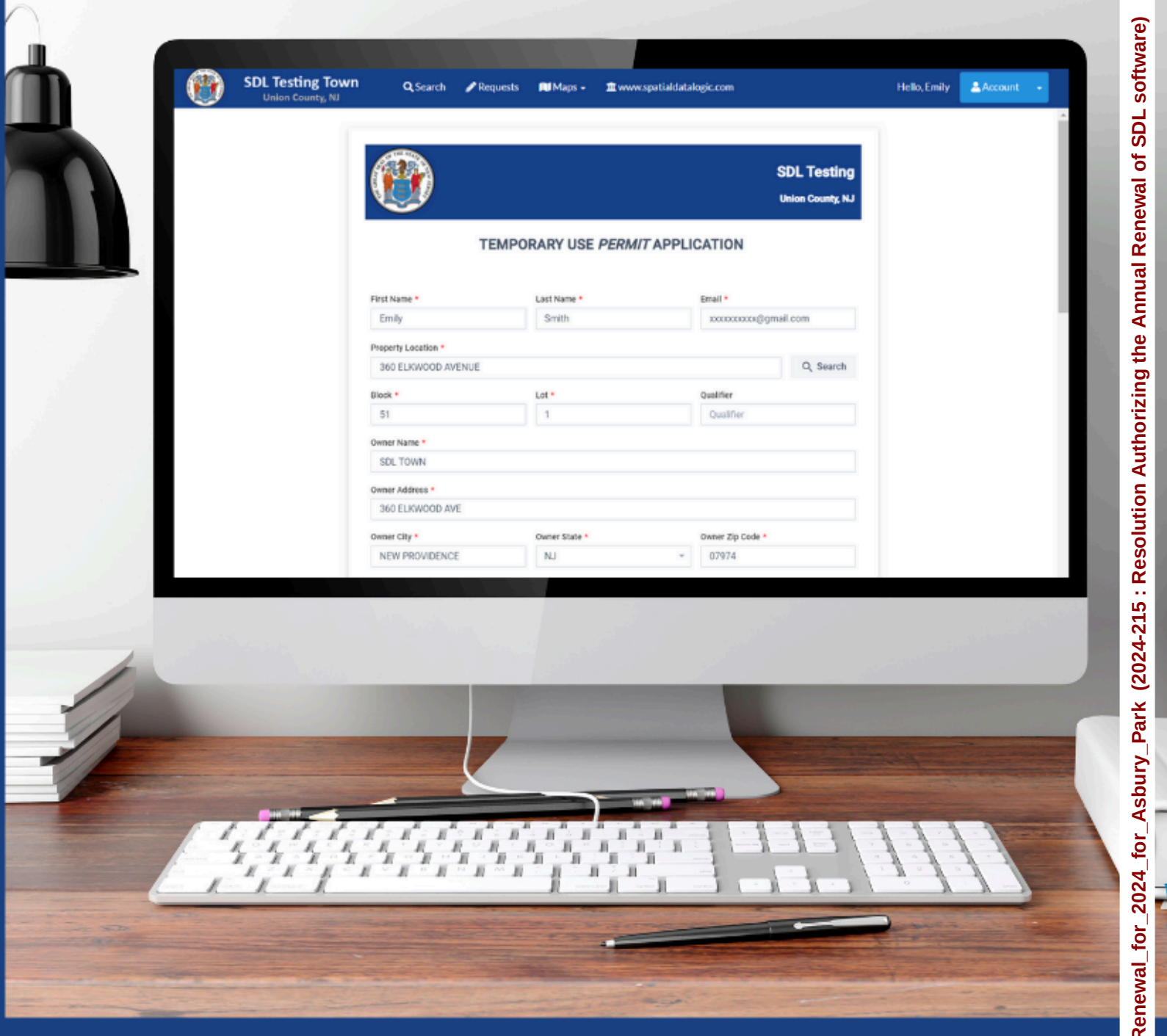
I have reviewed the proposal and agree that the attached quote meets the needs of my request.

I confirm that I am authorized to sign on behalf of Asbury Park City

Purchase Order:

Purchase Order will be issued directly to Spatial Data Logic

or Spatial Data Logic will work through a third-party to purchase on state contract



2024 New Jersey Rate Card

Item	Description	Cost Breakdown
Enterprise License	1-4 Computers or Users	\$2,100 per license
	5-9 Computers or Users	\$1,920 per License
	10-24 Computers or Users	\$1,840 per License
	25-49 Computers or Users	\$1,564 per License
	50-99 Computers or Users	\$1,084 per License
	100-299 Computers or Users	\$665 per License
	300 + Computers or Users	\$642 per License
	Portal Charge For Single Or Additional Towns Per Year	\$1,130/Year
Data Integration	Department Import From Known Vendor Database	\$3,500
	Department Import From Unknown Vendor Database	\$4,600
	Module Activation Fee (No Import)	\$500
Installation (Price for initial install)	Single Computer	\$1,200
	Small Town (10 Computers)	\$2,800
	Medium Town (25 Computers)	\$4,600
	Large Town (50 Computers)	\$7,000
	City/County (100 Computers)	\$9,300
	Price For Additional Installs (Per Computer)	\$600
Training	Full-Day Onsite Training (7 Hours)	\$2,700
	Virtual Training (2 half-day sessions)	\$1,400
	SDL Training Center Course	1 Course - \$300 5 Courses - \$1,500 10 Courses - \$2,900 25 Courses - \$5,800 50 Courses - \$8,700 100 Courses - \$11,700 300 Courses - \$26,200
SDL Hosting (Includes hosting, client access, SQL License and backup)	Single User	\$3,300/Year \$290/Month
	Workgroup (5 Users)	\$4,400/Year \$440/Month
	Small Town (10 Users)	\$8,500/Year \$650/Month
	Medium Town (25 Users)	\$15,800/Year \$1,600/Month
	Medium/Large Town (50 Users)	\$26,200/Year \$2,600/Month
	Large Town (100 Users)	\$48,200/Year \$4,900/Month
	City/County (300 Users)	\$130,700/Year \$13,100/Month
	Additional Towns (Under 10 Users)	\$2,270/Year \$230/Month
	Additional Towns (Over 10 Users)	\$5,290/Year \$530/Month
SDL Sites (Purchased as part of license)	Hosting - Single Site	N/C
	Hosting - Additional Site	\$580/Year
	Website Initial Set Up - Onetime	\$3,500
	Page Design Blocks (Per Page)	\$290/Page
	Website Document Migration (500 pages /posts)	\$2,920
	Content Migration (Per Page)	\$290/Page
SDL Online Plan Review	For SDL Hosting Customers	\$0
	For Non-SDL Hosting Customers - Per User	\$500
SDL Schedule of Hourly Rates (Hourly rates include direct salary, overhead and profit. All out-of-pocket expenses are invoices at cost + 10%. Mileage from our office is invoiced at the	Senior Project Manager	\$320
	Project Manager	\$270
	Programmer	\$270
	Training Technician	\$220
	Website Manager/Tech	\$160
	GIS Specialist	\$220
	Computer/Network Technician	\$160

ON-PREMISE HOSTING

Server and Client Hardware Specifications for SDL Software (2024)

SDL | DESKTOP

Server:

Recommended Server Configuration for 1-10 Users (New Purchase)

- Eight Cores or higher CPU, 8 GB Base Memory or greater
- Window 2022 (64 bit) Server with IIS installed
- 1 TB, RAID 5/10, 10000+ rpm or equivalent
- Backup Solution
- Non-domain controller

Recommended Server Configuration for 10 and greater Users (New Purchase)

- 16 Cores, Xeon Preferred, 32 GB Base Memory or greater.
- Non-domain controller
- Windows 2022 (64 bit) Server with IIS installed
- Microsoft SQL Server 2022 (64 bit) - Standard or higher
- 1 TB, Raid 5/10, 10000+ rpm or SAN equivalent
- Backup solution (off-site)

Recommended Network Configuration for 2 or more users

- 1000 Base T Network or greater
- 1000 Base T Switches or greater
- Windows Domain/Active Directory recommended
- Internet Connection with 25 ~~Mbs~~ / 25 ~~Mbs~~ minimum

Note: For Thin Client/Windows Terminal Server and all virtualized servers, please call for specifications. If you have an existing file server that you are considering using, please provide the specifications to SDL for evaluation. **REQUIRES USER BASED LICENSE**

Desktop:

Minimum Client Configuration

2.0 GHz Processor 4 core or greater, 8 GB RAM
Windows 10 or above
.Net Run-time 3.5 or greater

Recommended Client Configuration (New Purchase)

2 GHz (or higher), 4x core +, 16 GB RAM (or higher)
Windows 10 or above
.Net Run-time, 3.5 or greater



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: SPATIAL DATA LOGIC, LLC

Trade Name:

Address: 285 DAVIDSON AVE STE 302
SOMERSET, NJ 08873

Certificate Number: 2805577

Effective Date: December 29, 2022

Date of Issuance: January 09, 2023

For Office Use Only:

20230109145438267

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Certification 10964

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-MAY-2020 to 15-MAY-2027.

SPATIAL DATA LOGIC, INC.
285 DAVIDSON AVE., SUITE 302
SOMERSET NJ 08873



Elizabeth Maher Muoio

ELIZABETH MAHER MUOIO
State Treasurer

COMPLIANCE DOCUMENTS

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.
Spatial Data Logic LLC

2 Business name/disregarded entity name, if different from above
Spatial Data Logic Inc.

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

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
285 Davidson Ave, Suite 302

6 City, state, and ZIP code
Somerset, NJ 08873

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
____ - ____ - ____

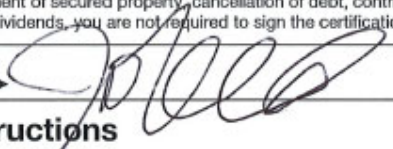
or
Employer identification number
5 2 - 2 1 3 7 0 5 9

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 ►  Date ► **6/17/2022**

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-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.

• Form 1099-INT (interest earned or paid)

Cat. No. 10231X Form **W-9** (Rev. 10-2018)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 24, 2024
RESOLUTION SUMMARY

2024-217

Resolution approving change order #4 for New Fire Department Headquarters in an additional amount of \$66,438.45. This change order is for costs to modify the parking lot to accommodate handicap parking spaces and to add conduit and floor boxes needed. Change order 4 results in a new contract amount of \$18,243,382.20.



RESOLUTION NO. 2024-217

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

RESOLUTION APPROVING CHANGE ORDER #4 FOR THE NEW FIRE DEPARTMENT HEADQUARTERS

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

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

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

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

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

WHEREAS, the City Engineer is requesting Change Order #4 in the amount of \$66,438.45 and represents an increase to the original contract sum with a new contract amount of eighteen million two hundred forty-three thousand three hundred eighty-two dollars and twenty cents (\$18,243,382.20); and

WHEREAS, the change order is for costs to modify the parking lot to accommodate handicap parking spaces and to add conduit and floor boxes needed; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Asbury Park, County of Monmouth and State of New Jersey that Change Order 4 shall not exceed sixty-six thousand four hundred thirty-eight dollars and forty-five cents (\$66,438.45).

BE IT FURTHER RESOLVED that the City Mayor is hereby authorized to execute Change Order Number 4 on behalf of the City of Asbury Park.

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

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

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

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-217 which was finally adopted by the City Council at a meeting held on the 24th day of April, 2024

CERTIFIED BY ME THIS 25th DAY OF April, 2024.



Lisa Esposito, City Clerk 4/26/2024

LISA ESPOSITO
CITY CLERK

AIA® Document G731™ – 2019
Change Order, Construction Manager as Adviser Edition
PROJECT: *(name and address)*

New Asbury Park Fire Department
Headquarters

CONTRACT INFORMATION:

Contract For: General Construction

CHANGE ORDER INFORMATION:

Change Order Number: 004

OWNER: *(name and address)*

The City of Asbury Park
One Municipal Plaza
Asbury Park, NJ 07712

Date: May 5, 2023

ARCHITECT: *(name and address)*

Shore Point Architecture, PA
108 South Main Street
Ocean Grove, NJ 07756

Date: 03/15/2024

CONSTRUCTION MANAGER: *(name and address)*

T&M Associates
1144 Hooper Avenue, Suite 202
Toms River, NJ 08753

CONTRACTOR: *(name and address)*

Wallace Brothers, Inc.
400 Chambers Bridge Road, Brick, NJ
08723

THE CONTRACT IS CHANGED AS FOLLOWS:

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

Change Order includes costs as described below and in the attached Change Order Requests:

#000010	Cost to supply and install electrical floor boxes, electrical boxes, conduits, wiring and receptacles in Training Room Classroom per SKE-2 and SKE-3	\$15,169.35
#00008	Cost to modify and the Fire Department parking lot to accommodate handicap parking spaces requested to service the New Jersey Transit rider. Cost includes relocation of the building transformer, additional curb, sidewalk and paving, and striping and a new storm inlet and storm piping.	\$51,269.10

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

The original Contract Sum was	\$ 18,084,000.00
Net change by previously authorized Change Orders	\$ 92,943.75
The Contract Sum prior to this Change Order was	\$ 18,176,943.75
The Contract Sum will be increased by this Change Order in the amount of	\$ 66,438.45
The new Contract Sum including this Change Order will be	\$ 18,243,382.20

The Contract Time will be increased by Zero (0) days.

The Contractor's Work shall be substantially complete on .

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

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

Shore Point Architecture, PA

ARCHITECT *(Firm name)*

T&M Associates

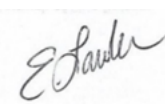
CONSTRUCTION MANAGER *(Firm name)*


SIGNATURE
 Stephen J. Carlidge, AIA
PRINTED NAME AND TITLE
 3/15/24

DATE:

Wallace Brothers, Inc.
CONTRACTOR (Firm name)


SIGNATURE
 STEVE WALLACE PRES
PRINTED NAME AND TITLE
 3/15/24
DATE:


SIGNATURE
 Elizabeth Lawler, CCM, Group Manager
PRINTED NAME AND TITLE
 March 12, 2024

DATE:

The City of Asbury Park
OWNER (Firm name)

SIGNATURE
PRINTED NAME AND TITLE

DATE:

Attachment: ASPK00789 Change Order No. 4 Final (2024-217 : Change Order #4 for Fire Department Headquarters)

Wallace Bros Inc.**CHANGE ORDER REQUEST****No. 00010**400 Chambers Bridge Road
Brick , NJ 08742**Phone:** 732 295 9340**TITLE:** Training Rm Floor Boxes/Receptacles**DATE:** 02/22/2024**PROJECT:** Asbury Park Fire House**JOB:** ASPK-00781**TO:** Attn: Donna Vieiro
City of Asbury Park**CONTRACT NO:** 0100

Asbury Park , NJ 07712

Asbury Park , NJ 07712

Phone: 732 502 5720

Fax:

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

Provide and Install Electrical Floor Boxes & Receptacles in Training Room Classroom per SKE-2 and SKE-3

Item	Description	Stock #	Quantity	Units	Unit Price	Tax Rate	Tax Amount	Net Amount
00001	Electrical Contractor (Backup attached)		1.000		\$13,453.97	0.00%	\$0.00	\$13,453.97

Unit Cost: \$13,453.97

Unit Tax: \$0.00

Total: \$13,453.97**Subtotal:** \$13,453.97**Description Markup Percent Markup Amount**

Bond 2.50% \$336.35

Subtotal 0.00% \$13,790.32

Overhead & Profit 10.00% \$1,379.03

Total Cost: \$15,169.35**APPROVAL:****By:**

Donna Vieiro

By:

Steve Wallace

Date:**Date:**

Pat Maggio & Son Electric, Inc.

3520 HIGHWAY 43 SUITE G
 NEPTUNE, NJ 07753
 PHONE 732-922-2835 FAX 732-922-2835
 OFFICE@MAGGIOELECTRIC.COM N.J. LIC#9686

TITLE: Proposed Change Order**PROPOSED CHANGE ORDER****NO. 7****PROJECT:** APFD
New Asbury Park Fire Dept. Headquarters**DATE:** 02/22/2024**TO:** Attn: Steve Wallace
Wallace Bros. Inc.
400 Chambers Bridge Road
Brick, NJ 08723
Phone: 732-295-9340
CC: Lou Renton**SUBMITTED:****COMPLETED:****REQUIRED:****DESCRIPTION**

Pat Maggio & Son Electric, Inc. agrees to perform all electric work for the above referenced project, we will provide and install floor box and receptacles according to Sketch SKE2.3

*See attached labor & materials breakdown

Num	Item	Description	Ref	Qty	Unit	Unit Price	Amount
1	Materials	*See attached breakdown		1,000	Each	3,829.33	3,829.33
2	Labor	LU400 Foreman		66.870	Hrs.	125.64	8,401.55
Item Total:							\$12,230.88
10% Profit & Overhead:							\$1,223.09
Total:							\$13,453.97

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

Attachment: ASPK00789 Change Order No. 4 Final (2024-217 : Change Order #4 for Fire Department Headquarters)

Job ID: JOB-0054
Project: APFH FLOOR BOXES CO



Takeoff

22 Feb 2024 9:00:53

Phase: FIXTURES

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
DUPLEX FLOOR RECEPTACLES									
	0.00								
TITLE	6.00	EA	M	1" PVC W/#12	CONC FLOOR 1G DX 20A COML	0.0000	0.00	0.0000	0.00
140016	6.00	EA	M	20A	DX RECEPT COMMERCIAL GRADE	5.5632	33.38	0.3000	1.80
151592	6.00	EA	M	1G DEEP	STEEL RECTANGLE CONCRETE FLOOR BOX	120.2800	721.68	1.6667	10.00
151660	6.00	EA	M	1G	RECTANGLE CARPET FLANGE-BRASS	130.2200	781.32	0.3000	1.80
151644	6.00	EA	M	DUPLEX FLAP	1G RECT SINGLE SERVICE COVER-BRASS	90.1500	540.90	0.0800	0.48
100139	2.00	EA	M	#18 to 8	WIRE-NUT MED-RED	0.1476	0.30	0.0600	0.12
100137	18.00	EA	M	#18 to 10	WIRE-NUT SML-YELLOW	0.0875	1.57	0.0500	0.90
10165	60.00	FT	M	1	PVC SCH 40	0.9600	57.60	0.0525	3.15
20217	12.00	EA	M	1	PVC SCH 40 90-DEG-ELBOW	0.8298	9.96	0.2500	3.00
20205	12.00	EA	M	1	PVC FIELD-BEND	0.0000	0.00	0.6000	7.20
31405	12.00	EA	M	1	PVC COUPLING	0.2423	2.91	0.1800	2.16
40043	2.40	OZ	M	OUNCE	PVC (GLUE) CEMENT	0.5274	1.27	0.0120	0.03
31365	12.00	EA	M	1	PVC MALE ADAPTER	0.5273	6.33	0.1800	2.16
40257	12.00	EA	M	1	LOCKNUT	0.2395	2.87	0.1300	1.56
70033	198.00	FT	M	12	THHN/THWN CU (STR)	0.3800	75.24	0.0060	1.19
70228	66.00	FT	M	12	GREEN THHN CU (GRD 20A)	0.3800	25.08	0.0060	0.40
390388	18.00	FT	M	12	STEEL TIE WIRE	0.0000	0.00	0.0600	1.08
DATA FLOOR BOXES									
TITLE	3.00	EA	M	1" PVC W/#12	CONC FLOOR 1G DX 20A COML	0.0000	0.00	0.0000	0.00
140016	3.00	EA	M	20A	DX RECEPT COMMERCIAL GRADE	5.5632	16.69	0.3000	0.90
151592	3.00	EA	M	1G DEEP	STEEL RECTANGLE CONCRETE FLOOR BOX	120.2800	360.84	1.6667	5.00
151660	3.00	EA	M	1G	RECTANGLE CARPET FLANGE-BRASS	130.2200	390.66	0.3000	0.90
151644	3.00	EA	M	DUPLEX FLAP	1G RECT SINGLE SERVICE COVER-BRASS	90.1500	270.45	0.0800	0.24
10165	30.00	FT	M	1	PVC SCH 40	0.9600	28.98	0.0525	1.58
20217	6.00	EA	M	1	PVC SCH 40 90-DEG-ELBOW	0.8298	4.98	0.2500	1.50
20205	6.00	EA	M	1	PVC FIELD-BEND	0.0000	0.00	0.6000	3.60

Enter Company Name:

Phone:
Web:

Phase: FIXTURES

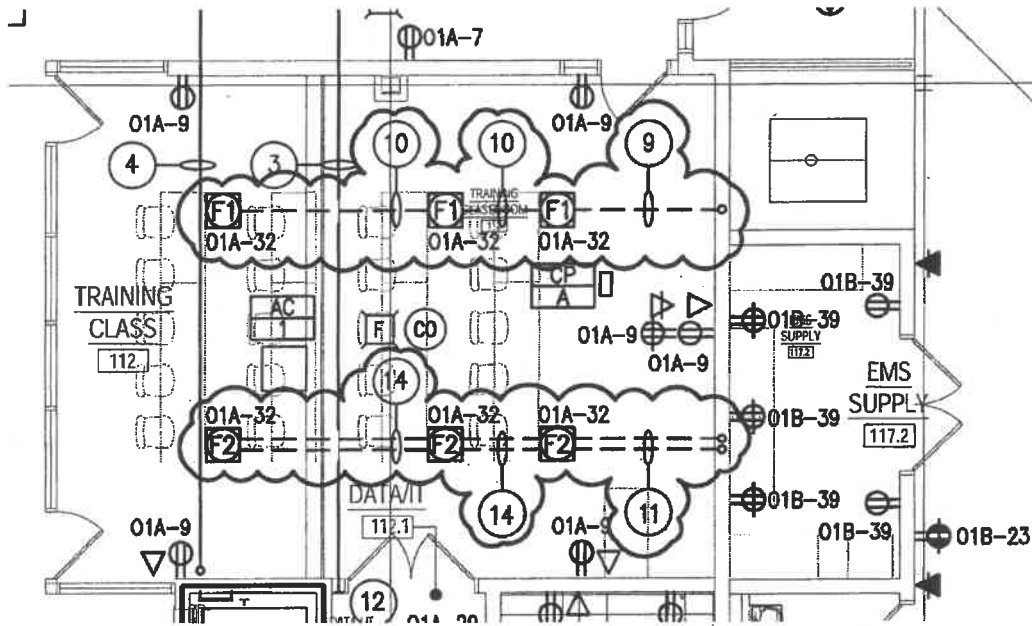
Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
31405	6.00	EA	M	1	PVC COUPLING	0.2423	1.45	0.1800	1.08
40043	1.20	OZ	M		PVC (GLUE) CEMENT	0.5274	0.63	0.0120	0.01
31365	6.00	EA	M	1	PVC MALE ADAPTER	0.5273	3.16	0.1800	1.08
40257	6.00	EA	M	1	LOCKNUT	0.2395	1.44	0.1300	0.78
390388	9.00	FT	M		STEEL TILE WIRE	0.0000	0.00	0.0600	0.54
Phase Totals:						3,339.69			54.23

Phase: BRANCH

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
20 AMP HOMERUN CIRCUIT									
TITLE	100.00	EA	M	3/4	EMT ON STEEL BEAM SINGLE RUN	0.0000	0.00	0.0000	0.00
10054	100.00	FT	M	3/4	EMT	1.7180	171.80	0.0500	5.00
20749	4.00	EA	M	3/4	EMT 90-ELBOW	12.6499	50.60	0.2200	0.88
20739	4.00	EA	M	3/4	EMT FIELD-BEND	0.0000	0.00	0.1920	0.77
30532	14.00	EA	M	3/4	EMT DI-CAST-SS COUPLING	0.3642	5.10	0.0500	0.70
630081	22.00	EA	M	3/4	COND HAMMER-ON HGR 1/2-FLNG SNP-CLOSE	1.0713	23.57	0.0600	1.32
HD									
30618	4.00	EA	M	3/4	EMT DI-CAST-SS CONNECTOR	0.3575	1.43	0.1000	0.40
40233	4.00	EA	M	3/4	PLASTIC BUSHING	0.0906	0.36	0.1200	0.48
100139	3.00	EA	M	#18 to 8	WIRE-NUT MED-RED	0.1476	0.44	0.0600	0.18
150096	1.00	EA	M		4"SQ BLANK COVER	0.2893	0.29	0.0800	0.08
630579	1.00	EA	M	1/2	HAMMER-ON FLANGE CLIP 1/4-20 x 3/8 STD	1.0033	1.00	0.0400	0.04
630504	1.00	EA	M		COMB BOX & 1/2 > 3/4" SNP-CLS COND HGR	3.5805	3.58	0.2500	0.25
161071	1.00	EA	M	1/4-20	PLTD HEX NUTS	0.0275	0.03	0.0240	0.02
160418	1.00	EA	M	1/4"	PLTD FLAT WASHER	0.0316	0.03	0.0012	0.00
100153	1.00	EA	M	#12 SOL	8" DIGITAL W/GRD SCREW	1.0425	1.04	0.0600	0.06
70029	220.00	FT	M	12	THHN/THWN CU (SOL)	0.9600	211.20	0.0060	1.32
CONDUIT STUB OUT THROUGH WALL									
TITLE	1.00	EA	M	1 x 10"	GRC NIPPLE ASSEMBLY	0.0000	0.00	0.0000	0.00
60046	1.00	EA	M	1 x 10	GRC NIPPLE	17.8650	17.89	0.3500	0.35
40257	4.00	EA	M	1	LOCKNUT	0.2395	0.96	0.1300	0.52
40234	2.00	EA	M	1	PLASTIC BUSHING	0.1595	0.32	0.1300	0.26
Phase Totals:						489.64			12.63
Job Totals:						3,829.33			66.87

Enter Company Name!

Phone:
Web:



WIRING DEVICE LEGEND

SYMBOLS	DESCRIPTION
F1	1-GANG METAL FLOOR BOX WITH (1) DUPLEX RECEPTACLE. PROVIDE REQUIRED METAL FLANGE AND COVER PLATE. COORDINATE COLOR WITH ARCHITECT.
F2	2-GANG METAL FLOOR BOX WITH (1) DUPLEX RECEPTACLE AND SINGLE GANG FOR DATA JACKS. PROVIDE REQUIRED METAL FLANGE AND COVER PLATE. COORDINATE COLOR WITH ARCHITECT.

KEY NOTES

- (1) 1" PVC CONDUIT(S) FOR POWER ROUTED BELOW GRADE FROM THE FLOORBOX TO THE NEAREST WALL. CONDUIT SHALL EXTEND UP TO THE TOP OF THE WALL. COORDINATE BURIAL DEPTH WITH STRUCTURAL, OTHER UTILITIES, ETC. COORDINATE EXACT ROUTE IN THE FIELD.
- (1) 1" PVC CONDUIT(S) FOR POWER ROUTED BELOW GRADE BETWEEN FLOORBOXES. COORDINATE BURIAL DEPTH WITH STRUCTURAL, OTHER UTILITIES, ETC. COORDINATE EXACT ROUTE IN THE FIELD.
- (1) 1" PVC CONDUIT(S) FOR POWER AND (1) 1" PVC CONDUIT(S) FOR DATA ROUTED BELOW GRADE FROM THE FLOORBOX TO THE NEAREST WALL. CONDUIT SHALL EXTEND UP TO THE TOP OF THE WALL. COORDINATE BURIAL DEPTH WITH STRUCTURAL, OTHER UTILITIES, ETC. COORDINATE EXACT ROUTE IN THE FIELD.
- NEW 3/4" FIRE RETARDANT TELEDATA BACKBOARD, PAINTED BLACK, EXTENDING FROM FLOOR TO CEILING, OR MINIMUM 8'-0" ABOVE FINISHED FLOOR.
- APPROXIMATE LOCATION OF CONDUIT(S) UP TO THE FLOOR ABOVE. PROVIDE FIREPROOFING AROUND ALL PENETRATIONS. COORDINATE EXACT LOCATION IN THE FIELD.
- (1) 1" PVC CONDUIT(S) FOR POWER AND (1) 1" PVC CONDUIT(S) FOR DATA ROUTED BELOW GRADE BETWEEN FLOORBOXES. COORDINATE BURIAL DEPTH WITH STRUCTURAL, OTHER UTILITIES, ETC. COORDINATE EXACT ROUTE IN THE FIELD.

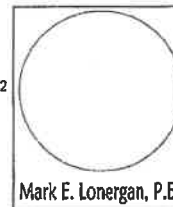


Johnson & Urban,
Consulting Engineers
Certificate of Authorization: 24GA28153200

295 State Route 34
Colts Neck, NJ 07722

t 732.772.1500
f 732.772.1515

J&U Project # 21-078 NJ License #24GE0074900



ELECTRICAL
FIRST FLOOR PLAN -
POWER

SCALE: AS SHOWN
DRAWN:

DATE
02/14/2023

JOB NUMBER
2021-17

SKE-2

APFH

PRODUCED NEW CONSTRUCTION

CITY OF ASBURY PARK
FIRE STATION
CITY OF ASBURY PARK
FIRE STATION

SEA-1

Scale 1/8" = 1'-0"
NORTH ARROW

**SHORE POINT
ARCHITECTURE, PA**
108 South Main Street, Ocean Grove, New Jersey 07756
P: 732.774.6900 F: 732.774.7250 www.shorepointarch.com

Johnson & Urban,
Consulting Engineers
Certificate of Authorization: 24GA28153200

295 State Route 34
Colts Neck, NJ 07722

t 732.772.1500
f 732.772.1515

Mark E. Lonergan, P.E.

J&U Project # 21-078 NJ License #24CE04074900

Packet Pg. 158

Wallace Bros Inc.**CHANGE ORDER REQUEST****No. 00008**400 Chambers Bridge Road
Brick , NJ 08742**Phone:** 732 295 9340**TITLE:** Bulltin #4 Additional Scope Items**DATE:** 01/29/2024**PROJECT:** Asbury Park Fire House**JOB:** ASPK-00781**TO:** Attn: Donna Vieiro
City of Asbury Park**CONTRACT NO:** 0100

Asbury Park , NJ 07712

Asbury Park , NJ 07712

Phone: 732 502 5720

Fax:

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

Additional Electrical Work & Site Improvements per scope of work detailed in Bulletin #4

Item	Description	Stock #	Quantity	Units	Unit Price	Tax Rate	Tax Amount	Net Amount
00001	Electrical Subcontractor (backup attached)		1.000		\$29,794.28	0.00%	\$0.00	\$29,794.28
00002	Site Contractor (backup attached)		1.000		\$15,677.20	0.00%	\$0.00	\$15,677.20

Unit Cost: \$45,471.48

Unit Tax: \$0.00

Total: \$45,471.48**Subtotal:** \$45,471.48

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

Insurance & Bond 2.50% \$1,136.79

Subtotal 0.00% \$46,608.27

Overhead & Profit 10.00% \$4,660.83

Total Cost: \$51,269.10**APPROVAL:****By:** _____
Donna Vieiro**By:** _____
Steve Wallace**Date:** _____**Date:** _____

Pat Maggio & Son Electric, Inc.

3520 HIGHWAY 137 SUITE G
 NEPTUNE, NJ 07753
 PHONE 732-922-2800 FAX 732-922-2835
 OFFICE@MAGGIOELECTRIC.COM N.J. LIC#9686

TITLE: Proposed Change Order**PROPOSED CHANGE ORDER****NO.** 6**PROJECT:** APFD
New Asbury Park Fire Dept. Headquarters**DATE:** 01/08/2024**TO:** Attn: Steve Wallace
Wallace Bros. Inc.
400 Chambers Bridge Road
Brick, NJ 08723
Phone: 732-295-9340**SUBMITTED:****COMPLETED:****REQUIRED:****DESCRIPTION**

Pat Maggio & Son Electric, Inc. agrees to perform all electric work for the above referenced project according to Bulletin #4 changes. We will extend the new service feeders approximately 25' additional feet to accommodate the added parking spaces.

We will revise and install new fixtures as shown on Bulletin #4.

*See attached Vendor's Quote & our takeoff sheet.

Num	Item	Description	Ref	Qty	Unit	Unit Price	Amount
1	Vendor	*see attached Billows Quote		1.000	Each	12,850.00	12,850.00
2	Materials	*see attached takeoff sheet		1.000	Each	9,641.06	9,641.06
3	Labor	1 LU 400 foreman		36.570	Hrs.	125.64	4,594.65
Item Total:							\$27,085.71
10% Profit & Overhead:							\$2,708.57
Total:							\$29,794.28

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

Attachment: ASPK00789 Change Order No. 4 Final (2024-217 : Change Order #4 for Fire Department Headquarters)

Job ID: JOB-0048

Project: APFH BULLETIN # 4



Takeoff

22 Dec 2023 13:26:04

Phase: FIXTURES

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
TITLE	30.00	EA	M		3-DUCT / NO TRENCHING 4" PVC	0.0000	0.00	0.0000	0.00
10183	90.00	FT	M	4	PVC SCH 40 10' LAID IN TRENCH	14.5443	1,308.99	0.0468	4.21
31412	0.00	EA	M	4	PVC COUPLING	2.3917	0.00	0.8000	0.00
390099	18.00	EA	M	4 x 3	CARLON SNAP-LOC BASE SPACER	1.2315	22.17	0.1700	3.06
4000280	32.00	FT	M	3"	RED TRENCH CAUTION TAPE	0.0285	0.91	0.0036	0.12
40043	12.60	OZ	M	OUNCE	PVC (GLUE) CEMENT	0.5274	6.65	0.0102	0.13
390264	30.00	FT	M	18" WIDE	HAND TRIM SANDY TRENCH	0.0000	0.00	0.0300	0.90
70051	420.00	FT	M	600	THIN/THIN CU (STR)	19.7675	8,302.35	0.0670	28.16
Phase Totals:							9,641.06		36.57
Job Totals:							9,641.06		36.57

Enter Company Name!

Phone:
Web:



974 Route 33 Freehold NJ 07728

January 25, 2024
City of Asbury Park
1 Municipal Plaza
Asbury Park, NJ 07712

Re: Asbury Park Fire Dept Headquarters

Change Order Request # 6

DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT
2 Additional Handicap Parking Spaces				
Concrete Sidewalk	10	SY	\$ 100.00	\$ 1,000.00
Vertical Concrete Curb	22	LF	\$ 29.00	\$ 638.00
HMA 9.5 M64 2' Thick	7	TON	\$ 300.00	\$ 2,100.00
HMA 19M64 4' Thick	13	TON	\$ 250.00	\$ 3,250.00
6" DGA Base	52	TON	\$ 32.00	\$ 1,664.00
Striping	1	LS	\$ 500.00	\$ 500.00
Type E Inlet	1	LS	\$ 4,500.00	\$ 4,500.00
12 LF of 15" HDPE	12	LF	\$ 50.00	\$ 600.00
Total				\$ 14,252.00
10% Profit				\$ 1,425.20
Change Order TotalTotal				<u>\$ 15,677.20</u>

* Traffic Control Not Included

Approved By:

Signature: _____

Date of Acceptance:

Attachment: ASPK00789 Change Order No. 4 Final (2024-217 : Change Order #4 for Fire Department Headquarters)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 24, 2024
RESOLUTION SUMMARY

2024-218

Resolution of the Mayor & City Council of The City of Asbury Park to enter into a Professional Services Agreement with Public Resources Advisory Group (PRAG) for the Provision of RAB Administration Services including AP Triangle (the Cove) Supplemental RABs totaling \$10,000.



RESOLUTION NO. 2024-218

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

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY PARK TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH PUBLIC RESOURCES ADVISORY GROUP FOR THE PROVISION OF RAB ADMINISTRATION FOR THE COVE

WHEREAS, the New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the “Act”) authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of redevelopment; and

WHEREAS, the City of Asbury Park (the “City”) has designated certain redevelopment projects, including the AP Triangle (the Cove) Supplemental RABs, as within the City’s Redevelopment Area Bond (“RAB”) program; and

WHEREAS, the City desires to retain a financial advisor to provide administrative services related to the AP Triangle (the Cove) Supplemental RABs within the City’s RAB program; and

WHEREAS, a proposal, dated March 18, 2024 from Wendell G. Gaertner, Senior Managing Director, Public Resources Advisory Group (“PRAG”), attached hereto and made a part hereof, with principal offices located at 150 Second Avenue North, Suite 400, St. Petersburg, Florida, 33701, was submitted to provide these services; and

WHEREAS, the City of Asbury Park has reviewed the proposal submitted and has determined that the PRAG proposal, attached hereto and made a part of, meets the needs of the City; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40:11-1 et seq.) authorizes contracts for the provision of “Professional Services,” which may be awarded without public advertising and competitive bidding, provided a brief notice of the nature, duration, service and amount of contract is published, and that the Resolution and contract are kept on file and available for public inspection; and

WHEREAS, the City desires to engage Public Resources Advisory Group (“PRAG”) as an independent municipal advisor to perform administrative services related to the City’s Redevelopment Area Bond (“RAB”) program upon the satisfaction of all conditions set forth under the several trust indentures and special assessment agreements; and

WHEREAS, financial services are professional services, exempt from the requirement for public bidding, pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(I); and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et. seq.) requires that notice of the award of contracts for “Professional Services” without competitive bidding must be published in a local newspaper; and

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Asbury Park,

1. The Mayor of the City of Asbury Park, in the County of Monmouth (the "Mayor" and together with the City Manager and Chief Financial Officer of the City, an "Authorized Officer") is hereby authorized and directed, upon satisfaction of all conditions set forth under the several trust indentures and special assessment agreements, to execute the Agreement in the form attached hereto with Public Resources Advisory Group (“PRAG”), with offices at 150 Second Avenue North, Suite 400, St. Petersburg, Florida, 33701, to provide financial advisory services related to the City’s Redevelopment Area Bond (“RAB”) program, in an amount not to exceed Ten Thousand Dollars (\$10,000.00) without further authorization, and with such changes, insertions and omissions thereto as the Mayor, after consultation with counsel to the City and redevelopment counsel to the City, deems in the Mayor’s sole discretion to be necessary or desirable for the execution thereof, which authorization thereof shall conclusively evidence the Mayor’s consent to any such changes thereto.

2. The term of this contract shall expire upon the closing of the RAB or upon earlier written notice by the City and subject to annual renewal by resolution of the Municipal Council of the City of Asbury Park.

3. This contract amends Public Resources Advisory Group ("PRAG") engagement letter dated June 29, 2023 adopted via Resolution 2023-390.

3. This contract is being awarded pursuant to the procedures of the State Pay-to-Play Law (N.J.S.A. 19:44A-20.5) and pursuant to the provisions of the Local Public Contracts Law (N.J.S.A. 40A:11-5(1)(a)(I)).

4. Sufficient funds, for the purpose set forth herein above, are available pursuant to the City’s Redevelopment Area Bond (RAB) documents and the Special Assessment documents.

5. A fully executed copy of this Agreement shall be maintained on file in the Office of the City Clerk, and shall be made available for public inspection.

6. A notice of this action shall be published in the newspaper authorized by law to publish a legal advertisement and as required by law within ten (10) days of the adoption of this Resolution.

7. This resolution shall take effect upon satisfaction of all conditions set forth under the several trust indentures and special assessment agreements, and as provided 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 RESOLUTION NO. 2024-218 which was finally adopted by the City Council at a meeting held on the 24th day of April, 2024

CERTIFIED BY ME THIS 25th DAY OF April, 2024.



Lisa Esposito, City Clerk 4/26/2024

LISA ESPOSITO
CITY CLERK



March 18, 2024

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

Re: City of Asbury Park Waterfront Redevelopment Area; Redevelopment Area Bonds Administrative Services – AP Triangle (the Cove) Supplemental RABs

Dear Ms. Nazzaro,

The purpose of this engagement letter (the "Agreement") is to document the relationship between Public Resources Advisory Group, Inc. ("PRAG") and the City of Asbury Park ("the City") specific to the issuance of Redevelopment Area Bonds ("RABs"). The City's Redevelopment Area Bonds, Series 2024 (Waterfront Redevelopment Area Infrastructure Project) (Non-Recourse) (the "2024 RABs") are currently expected to close in the second quarter of the calendar year 2024. As you are aware, separately the City retains PRAG to perform administrative services in calculating annual special assessments and PILOTs for existing completed projects within the City's Waterfront Redevelopment Area ("WRA"). We understand the City is in process of issuing supplemental RABs connected with a previously built residential project, AP Triangle (the Cove), which contains approximately 48 residential condominium units. It is our understanding that all units at this development have been sold to initial buyers. Given initial sales prices of the sold units, the annual special assessment revenues generated by the project pledged to the City's Redevelopment Area Bonds, Series 2021A (Waterfront Redevelopment Area Infrastructure Project) (Non-Recourse) (the "2021A RABs") exceed the annual debt service requirements of the 2021A RABs. It is also our understanding that the City plans to leverage the related excess pledged assessment revenues to fund infrastructure improvement costs incurred in the WRA through the issuance of the supplemental RABs, the 2024 RABs. The City desires to utilize PRAG as an independent municipal advisor to perform services related to the City's issuance of RABs.

PRAG

PRAG is an independent financial advisory firm and a leading national financial advisor, having advised issuers on over \$1 trillion of financings for a variety of purposes, including redevelopment projects and tax increment financing. Since the firm's inception in 1985, PRAG has continuously provided independent and in-depth financing advice to state and local governments, authorities, and agencies nationwide. PRAG is registered as a Municipal Advisor with the Securities Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB").



Scope of Services

PRAG's scope of services to the City for this engagement will include the following:

- a. Assist the City with the review of the Private Placement Memorandum ("PPM") that will accompany RAB issuance(s);
- b. Review the executed Special Assessment Agreement and Financial Agreement related to the AP Triangle (the Cove) Project;
- c. Review the special assessment methodology and analysis report (the "Special Assessment Report") that is expected to be completed by an outside consultant as part of RAB issuance(s);
- d. Review the outside consultant's assumptions included within their Special Assessment Report;
- e. Verify that the Pledged Portion and Unpledged Portion special assessment calculations within the Special Assessment Report are performed in accordance with the formulas defined in the Special Assessment Agreement and Financial Agreement related to the AP Triangle (the Cove) Project;
- f. Other services as directed by the City; and,
- g. Attend in-person meetings and conference calls at the request of the City; however, it is expected that PRAG's work will be performed off-site.

Plan of Engagement

I will serve as Project Supervisor and Mickey Johnston will serve as Project Manager. It is anticipated that most of the work will be performed at the Project Manager level.

Compensation

PRAG will be paid \$10,000 for each RAB series the City issues. PRAG will not charge the City for any clerical functions performed by PRAG's internal administrative staff. If the Scope of Services must expand, we will promptly communicate this to the City.

While PRAG expects to perform its work off-site, PRAG may charge the City for certain expenses incurred. Expenses shall include, but are not limited to, travel, hotel, and meals, air freight and courier charges, teleconferencing charges, allocation of computer software and information services. In no event will expenses exceed \$500 without the approval of the City.

Term

Unless extended in writing by both parties, this Agreement specific to 2024 RABs will terminate upon the closing of the RABs or upon earlier written notice by the City. This Agreement amends PRAG's engagement letter dated June 29, 2023.

Required Disclosures

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal events or disciplinary history material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel. Accordingly, PRAG has provided Appendix A attached hereto which includes the required disclosures.



We look forward to continuing our relationship with the City and working with you on the RAB project(s).

Sincerely,
PUBLIC RESOURCES ADVISORY GROUP, INC.

A handwritten signature in blue ink that reads "Wendell G. Gaertner".

Wendell G. Gaertner
Senior Managing Director

Accepted:
The City of Asbury Park

Signature: _____
Printed Name: _____
Title: _____



APPENDIX A

Disclosure of Conflicts of Interest and Legal or Disciplinary Events (G-42)

Pursuant to Municipal Securities Rulemaking Board (“MSRB”) Rule G-42, on Duties of Non-Solicitor Municipal Advisors, Municipal Advisors are required to make certain written disclosures to clients which include, among other things, conflicts of interest and any legal or disciplinary events of Public Resources Advisory Group, Inc. (“PRAG”) and its associated persons. Accordingly, PRAG makes the following general disclosures with respect to conflicts of interest.

Conflicts of Interest (G-42)

Compensation-Based Conflicts: PRAG’s compensation may include a single or a variety of fee structures. Each of these arrangements may create a conflict as defined by MSRB Rule G-42. PRAG’s fees may be based on the size of the issue, and the payment of such fees may be contingent upon the delivery of the issue. While this form of compensation is customary in the municipal securities market, this may present a potential conflict of interest because it could create an incentive for PRAG to recommend unnecessary financings or financings that are disadvantageous to the client.

PRAG may also charge fees in a fixed amount as a retainer for services or as a transaction fee, and this arrangement could provide PRAG an incentive to recommend less time-consuming alternatives or fail to do a thorough analysis of the alternatives. In addition, fees may be paid based on hourly fees of PRAG’s personnel, with the aggregate amount equaling the number of hours worked by such personnel times agreed-upon hourly billing rate(s). This presents a potential conflict of interest because PRAG may have the incentive to spend more time than necessary on an engagement. If the hourly fees are subject to a maximum amount, the potential conflict of interest arises because of the incentive for PRAG to fail to do a thorough analysis of alternatives and/or recommend alternatives that would be less time-consuming for PRAG staff.

Other Municipal Advisor Relationships: PRAG serves a wide variety of other clients that may, from time to time, have interests that could have a direct or indirect impact on the interests of another PRAG client. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, PRAG could potentially face a conflict of interest arising from these competing client interests.

With respect to all of the conflicts disclosed above, PRAG mitigates such conflicts through its adherence to its fiduciary duty to the client, which includes a duty of loyalty to the in performing all municipal advisory activities. This duty of loyalty obligates PRAG to deal honestly and with the utmost good faith with you and to act in your best interests without regard to PRAG’s financial or other interests.

If PRAG becomes aware of any additional potential or actual conflict of interest prior to, or during an engagement, PRAG will disclose the detailed information in writing within a timely manner.

Disclosure of Legal or Disciplinary Events (G-42)

PRAG has no legal or disciplinary events to disclose.

Other Required Disclosure (G-10)

The MSRB website at www.msrb.org, includes the Municipal Advisory client brochure that describes the protections that may be provided by the MSRB Rules and how to file a complaint with an appropriate regulatory authority.



Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 24, 2024
RESOLUTION SUMMARY

2024-219

Resolution of the Mayor & City Council of The City of Asbury Park to enter into a Professional Services Agreement with Public Resources Advisory Group (PRAG) for the Provision of RAB Administration Services including 202/204 7th Avenue Urban Renewal Project (Rhythm) totaling \$10,000.



RESOLUTION NO. 2024-219

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

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY PARK TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH PUBLIC RESOURCES ADVISORY GROUP FOR THE PROVISION OF RAB ADMINISTRATION FOR 202/204 7TH AVENUE

WHEREAS, the New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the “Act”) authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of redevelopment; and

WHEREAS, the City of Asbury Park (the “City”) has designated certain redevelopment projects, including 202/204 7th Avenue Urban Renewal Project (Rhythm), as within the City’s Redevelopment Area Bond (“RAB”) program; and

WHEREAS, the City desires to retain a financial advisor to provide administrative services related to the AP Triangle (the Cove) Project within the City’s RAB program; and

WHEREAS, a proposal, dated March 18, 2024 from Wendell G. Gaertner, Senior Managing Director, Public Resources Advisory Group (“PRAG”), attached hereto and made a part hereof, with principal offices located at 150 Second Avenue North, Suite 400, St. Petersburg, Florida, 33701, was submitted to provide these services; and

WHEREAS, the City of Asbury Park has reviewed the proposal submitted and has determined that the PRAG proposal, attached hereto and made a part of, meets the needs of the City; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40:11-1 et seq.) authorizes contracts for the provision of “Professional Services,” which may be awarded without public advertising and competitive bidding, provided a brief notice of the nature, duration, service and amount of contract is published, and that the Resolution and contract are kept on file and available for public inspection; and

WHEREAS, the City desires to engage Public Resources Advisory Group (“PRAG”) as an independent municipal advisor to perform administrative services related to the City’s Redevelopment Area Bond (“RAB”) program upon the satisfaction of all conditions set forth under the several trust indentures and special assessment agreements; and

WHEREAS, financial services are professional services, exempt from the requirement for public bidding, pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i); and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et. seq.) requires that notice of the award of contracts for "Professional Services" without competitive bidding must be published in a local newspaper; and

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Asbury Park,

1. The Mayor of the City of Asbury Park, in the County of Monmouth (the "Mayor" and together with the City Manager and Chief Financial Officer of the City, an "Authorized Officer") is hereby authorized and directed, upon satisfaction of all conditions set forth under the several trust indentures and special assessment agreements, to execute the Agreement in the form attached hereto with Public Resources Advisory Group ("PRAG"), with offices at 150 Second Avenue North, Suite 400, St. Petersburg, Florida, 33701, to provide financial advisory services related to the City's Redevelopment Area Bond ("RAB") program, in an amount not to exceed Ten Thousand Dollars (\$10,000.00) without further authorization, and with such changes, insertions and omissions thereto as the Mayor, after consultation with counsel to the City and redevelopment counsel to the City, deems in the Mayor's sole discretion to be necessary or desirable for the execution thereof, which authorization thereof shall conclusively evidence the Mayor's consent to any such changes thereto.

2. The term of this contract shall expire upon the closing of the RABs or upon earlier written notice by the City and subject to annual renewal by resolution of the Municipal Council of the City of Asbury Park.

3. This contract is being awarded pursuant to the procedures of the State Pay-to-Play Law (N.J.S.A. 19:44A-20.5) and pursuant to the provisions of the Local Public Contracts Law (N.J.S.A. 40A:11-5(1)(a)(i)).

4. Sufficient funds, for the purpose set forth herein above, are available pursuant to the City's Redevelopment Area Bond (RAB) documents and the Special Assessment documents.

5. A fully executed copy of this Agreement shall be maintained on file in the Office of the City Clerk, and shall be made available for public inspection.

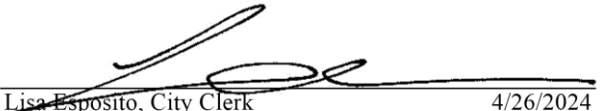
6. A notice of this action shall be published in the newspaper authorized by law to publish a legal advertisement and as required by law within ten (10) days of the adoption of this Resolution.

7. This resolution shall take effect upon satisfaction of all conditions set forth under the several trust indentures and special assessment agreements, and as provided 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 RESOLUTION

NO. 2024-219 which was finally adopted by the City Council at a meeting held on the 24th day of April, 2024

CERTIFIED BY ME THIS 25th DAY OF April, 2024.



Lisa Esposito, City Clerk 4/26/2024

LISA ESPOSITO
CITY CLERK



March 18, 2024

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

Re: City of Asbury Park Waterfront Redevelopment Area; Redevelopment Area Bonds Administrative Services – 202/204 7th Avenue Urban Renewal Project (Rhythm)

Dear Ms. Nazzaro,

The purpose of this engagement letter (the "Agreement") is to document the relationship between Public Resources Advisory Group, Inc. ("PRAG") and the City of Asbury Park ("the City") specific to the issuance of Redevelopment Area Bonds ("RABs"). The City's Redevelopment Area Bonds, Series 2024A (Waterfront Redevelopment Area Infrastructure Project Non-Recourse) is currently expected to close on May 2, 2024. As you are aware, separately the City retains PRAG to perform administrative services in calculating annual special assessments and PILOTs for existing completed projects within the City's Waterfront Redevelopment Area ("WRA"). We understand the City is in process of entering the WRA's next phase with the 202-204 Seventh Avenue Development Project, consisting of 14 residential condominium/townhome units, located at Block 4201, Lot 4.01 within the City. The City desires to utilize PRAG as an independent municipal advisor to perform services related to the City's issuance of RABs.

PRAG

PRAG is an independent financial advisory firm and a leading national financial advisor, having advised issuers on over \$1 trillion of financings for a variety of purposes, including redevelopment projects and tax increment financing. Since the firm's inception in 1985, PRAG has continuously provided independent and in-depth financing advice to state and local governments, authorities, and agencies nationwide. PRAG is registered as a Municipal Advisor with the Securities Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB").

Scope of Services

PRAG's scope of services to the City for this engagement will include the following:

- a. Assist the City with the review of the Private Placement Memorandum ("PPM") that will accompany RAB issuance(s);
- b. Review the executed Special Assessment Agreement and Financial Agreement related to the 202-204 Seventh Avenue Development Project,
- c. Review the special assessment methodology and analysis report (the "Special Assessment Report") that is expected to be completed by an outside consultant as part of RAB issuance(s);



Scope of Services (continued)

- d. Review the outside consultant's assumptions included within their Special Assessment Report;
- e. Verify that the Pledged Portion and Unpledged Portion special assessment calculations within the Special Assessment Report are performed in accordance with the formulas defined in the Special Assessment Agreement and Financial Agreement related to the RABs;
- f. Other services as directed by the City; and,
- g. Attend in-person meetings and conference calls at the request of the City; however, it is expected that PRAG's work will be performed off-site.

Plan of Engagement

I will serve as Project Supervisor and Mickey Johnston will serve as Project Manager. It is anticipated that most of the work will be performed at the Project Manager level.

Compensation

PRAG will be paid \$10,000 for each RAB series the City issues. PRAG will not charge the City for any clerical functions performed by PRAG's internal administrative staff. If the Scope of Services must expand, we will promptly communicate this to the City.

While PRAG expects to perform its work off-site, PRAG may charge the City for certain expenses incurred. Expenses shall include, but are not limited to, travel, hotel, and meals, air freight and courier charges, teleconferencing charges, allocation of computer software and information services. In no event will expenses exceed \$500 without the approval of the City.

Term

Unless extended in writing by both parties, this Agreement specific to 202-204 Seventh Avenue Development RABs will terminate upon the closing of the RABs or upon earlier written notice by the City.

Required Disclosures

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal events or disciplinary history material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel. Accordingly, PRAG has provided Appendix A attached hereto which includes the required disclosures.



We look forward to continuing our relationship with the City and working with you on the RAB project(s).

Sincerely,
PUBLIC RESOURCES ADVISORY GROUP, INC.

A handwritten signature in blue ink that reads "Wendell G. Gaertner".

Wendell G. Gaertner
Senior Managing Director

Accepted:
The City of Asbury Park

Signature: _____
Printed Name: _____
Title: _____



APPENDIX A

Disclosure of Conflicts of Interest and Legal or Disciplinary Events (G-42)

Pursuant to Municipal Securities Rulemaking Board (“MSRB”) Rule G-42, on Duties of Non-Solicitor Municipal Advisors, Municipal Advisors are required to make certain written disclosures to clients which include, among other things, conflicts of interest and any legal or disciplinary events of Public Resources Advisory Group, Inc. (“PRAG”) and its associated persons. Accordingly, PRAG makes the following general disclosures with respect to conflicts of interest.

Conflicts of Interest (G-42)

Compensation-Based Conflicts: PRAG’s compensation may include a single or a variety of fee structures. Each of these arrangements may create a conflict as defined by MSRB Rule G-42. PRAG’s fees may be based on the size of the issue, and the payment of such fees may be contingent upon the delivery of the issue. While this form of compensation is customary in the municipal securities market, this may present a potential conflict of interest because it could create an incentive for PRAG to recommend unnecessary financings or financings that are disadvantageous to the client.

PRAG may also charge fees in a fixed amount as a retainer for services or as a transaction fee, and this arrangement could provide PRAG an incentive to recommend less time-consuming alternatives or fail to do a thorough analysis of the alternatives. In addition, fees may be paid based on hourly fees of PRAG’s personnel, with the aggregate amount equaling the number of hours worked by such personnel times agreed-upon hourly billing rate(s). This presents a potential conflict of interest because PRAG may have the incentive to spend more time than necessary on an engagement. If the hourly fees are subject to a maximum amount, the potential conflict of interest arises because of the incentive for PRAG to fail to do a thorough analysis of alternatives and/or recommend alternatives that would be less time-consuming for PRAG staff.

Other Municipal Advisor Relationships: PRAG serves a wide variety of other clients that may, from time to time, have interests that could have a direct or indirect impact on the interests of another PRAG client. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, PRAG could potentially face a conflict of interest arising from these competing client interests.

With respect to all of the conflicts disclosed above, PRAG mitigates such conflicts through its adherence to its fiduciary duty to the client, which includes a duty of loyalty to the in performing all municipal advisory activities. This duty of loyalty obligates PRAG to deal honestly and with the utmost good faith with you and to act in your best interests without regard to PRAG’s financial or other interests.

If PRAG becomes aware of any additional potential or actual conflict of interest prior to, or during an engagement, PRAG will disclose the detailed information in writing within a timely manner.

Disclosure of Legal or Disciplinary Events (G-42)

PRAG has no legal or disciplinary events to disclose.

Other Required Disclosure (G-10)

The MSRB website at www.msrb.org, includes the Municipal Advisory client brochure that describes the protections that may be provided by the MSRB Rules and how to file a complaint with an appropriate regulatory authority.



Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 24, 2024
RESOLUTION SUMMARY

2024-220

Resolution of the Mayor & City Council of The City of Asbury Park to enter into a Professional Services Agreement with Public Resources Advisory Group (PRAG) for the Provision of RAB Administration Services including Toll Bros. Asbury Park Urban Renewal Project (407 Lake Ave.) totaling \$10,000.



RESOLUTION NO. 2024-220

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

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY PARK TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH PUBLIC RESOURCES ADVISORY GROUP FOR THE PROVISION OF RAB ADMINISTRATION FOR 407 LAKE AVE

WHEREAS, the New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the “Act”) authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of redevelopment; and

WHEREAS, the City of Asbury Park (the “City”) has designated certain redevelopment projects, including Toll Bros. Asbury Park Urban Renewal Project (407 Lake Ave.), as within the City’s Redevelopment Area Bond (“RAB”) program; and

WHEREAS, the City desires to retain a financial advisor to provide administrative services related to the Toll Bros. Asbury Park Urban Renewal Project (407 Lake Ave.), within the City’s RAB program; and

WHEREAS, a proposal, dated March 18, 2024 from Wendell G. Gaertner, Senior Managing Director, Public Resources Advisory Group (“PRAG”), attached hereto and made a part hereof, with principal offices located at 150 Second Avenue North, Suite 400, St. Petersburg, Florida, 33701, was submitted to provide these services; and

WHEREAS, the City of Asbury Park has reviewed the proposal submitted and has determined that the PRAG proposal, attached hereto and made a part of, meets the needs of the City; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40:11-1 et seq.) authorizes contracts for the provision of “Professional Services,” which may be awarded without public advertising and competitive bidding, provided a brief notice of the nature, duration, service and amount of contract is published, and that the Resolution and contract are kept on file and available for public inspection; and

WHEREAS, the City desires to engage Public Resources Advisory Group (“PRAG”) as an independent municipal advisor to perform administrative services related to the City’s Redevelopment Area Bond (“RAB”) program upon the satisfaction of all conditions set forth under the several trust indentures and special assessment agreements; and

WHEREAS, financial services are professional services, exempt from the requirement for public bidding, pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(I); and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et. seq.) requires that notice of the award of contracts for "Professional Services" without competitive bidding must be published in a local newspaper; and

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Asbury Park,

1. The Mayor of the City of Asbury Park, in the County of Monmouth (the "Mayor" and together with the City Manager and Chief Financial Officer of the City, an "Authorized Officer") is hereby authorized and directed, upon satisfaction of all conditions set forth under the several trust indentures and special assessment agreements, to execute the Agreement in the form attached hereto with Public Resources Advisory Group ("PRAG"), with offices at 150 Second Avenue North, Suite 400, St. Petersburg, Florida, 33701, to provide financial advisory services related to the City's Redevelopment Area Bond ("RAB") program, in an amount not to exceed Ten Thousand Dollars (\$10,000.00) without further authorization, and with such changes, insertions and omissions thereto as the Mayor, after consultation with counsel to the City and redevelopment counsel to the City, deems in the Mayor's sole discretion to be necessary or desirable for the execution thereof, which authorization thereof shall conclusively evidence the Mayor's consent to any such changes thereto.

2. The term of this contract shall expire upon the closing of the RABs or upon earlier written notice by the City and subject to annual renewal by resolution of the Municipal Council of the City of Asbury Park.

3. This contract is being awarded pursuant to the procedures of the State Pay-to-Play Law (N.J.S.A. 19:44A-20.5) and pursuant to the provisions of the Local Public Contracts Law (N.J.S.A. 40A:11-5(1)(a)(I)).

4. Sufficient funds, for the purpose set forth herein above, are available pursuant to the City's Redevelopment Area Bond (RAB) documents and the Special Assessment documents.

5. A fully executed copy of this Agreement shall be maintained on file in the Office of the City Clerk, and shall be made available for public inspection.

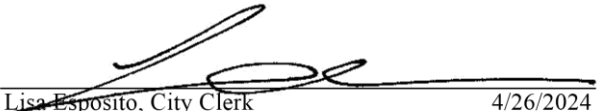
6. A notice of this action shall be published in the newspaper authorized by law to publish a legal advertisement and as required by law within ten (10) days of the adoption of this Resolution.

7. This resolution shall take effect upon satisfaction of all conditions set forth under the several trust indentures and special assessment agreements, and as provided 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 RESOLUTION

NO. 2024-220 which was finally adopted by the City Council at a meeting held on the 24th day of April, 2024

CERTIFIED BY ME THIS 25th DAY OF April, 2024.



Lisa Esposito, City Clerk 4/26/2024

LISA ESPOSITO
CITY CLERK



March 18, 2024

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

Re: City of Asbury Park Waterfront Redevelopment Area; Redevelopment Area Bonds Administrative Services – Toll Bros. Asbury Park Urban Renewal Project (407 Lake Ave.)

Dear Ms. Nazzaro,

The purpose of this engagement letter (the "Agreement") is to document the relationship between Public Resources Advisory Group, Inc. ("PRAG") and the City of Asbury Park ("the City") specific to the issuance of Redevelopment Area Bonds ("RABs"). The City's Redevelopment Area Bonds, Series 2024B (Waterfront Redevelopment Area Infrastructure Project Non-Recourse) is currently expected to close on May 2, 2024. As you are aware, separately the City retains PRAG to perform administrative services in calculating annual special assessments and PILOTs for existing completed projects within the City's Waterfront Redevelopment Area ("WRA"). We understand the City is in process of entering the WRA's next phase with the Toll Bros. Development Project, consisting of 62 residential condominium/townhome units, located at 407 Lake Avenue, Block 3103, Lot 1 within the City. The City desires to utilize PRAG as an independent municipal advisor to perform services related to the City's issuance of RABs.

PRAG

PRAG is an independent financial advisory firm and a leading national financial advisor, having advised issuers on over \$1 trillion of financings for a variety of purposes, including redevelopment projects and tax increment financing. Since the firm's inception in 1985, PRAG has continuously provided independent and in-depth financing advice to state and local governments, authorities, and agencies nationwide. PRAG is registered as a Municipal Advisor with the Securities Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB").

Scope of Services

PRAG's scope of services to the City for this engagement will include the following:

- a. Assist the City with the review of the Private Placement Memorandum ("PPM") that will accompany RAB issuance(s);
- b. Review the executed Special Assessment Agreement and Financial Agreement related to the Toll Bros. Development Project,
- c. Review the special assessment methodology and analysis report (the "Special Assessment Report") that is expected to be completed by an outside consultant as part of RAB issuance(s);



Scope of Services (continued)

- d. Review the outside consultant's assumptions included within their Special Assessment Report;
- e. Verify that the Pledged Portion and Unpledged Portion special assessment calculations within the Special Assessment Report are performed in accordance with the formulas defined in the Special Assessment Agreement and Financial Agreement related to the RABs;
- f. Other services as directed by the City; and,
- g. Attend in-person meetings and conference calls at the request of the City; however, it is expected that PRAG's work will be performed off-site.

Plan of Engagement

I will serve as Project Supervisor and Mickey Johnston will serve as Project Manager. It is anticipated that most of the work will be performed at the Project Manager level.

Compensation

PRAG will be paid \$10,000 for each RAB series the City issues. PRAG will not charge the City for any clerical functions performed by PRAG's internal administrative staff. If the Scope of Services must expand, we will promptly communicate this to the City.

While PRAG expects to perform its work off-site, PRAG may charge the City for certain expenses incurred. Expenses shall include, but are not limited to, travel, hotel, and meals, air freight and courier charges, teleconferencing charges, allocation of computer software and information services. In no event will expenses exceed \$500 without the approval of the City.

Term

Unless extended in writing by both parties, this Agreement specific to Toll Bros. Development RABs will terminate upon the closing of the RABs or upon earlier written notice by the City.

Required Disclosures

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal events or disciplinary history material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel. Accordingly, PRAG has provided Appendix A attached hereto which includes the required disclosures.



We look forward to continuing our relationship with the City and working with you on the RAB project(s).

Sincerely,
PUBLIC RESOURCES ADVISORY GROUP, INC.

A handwritten signature in blue ink that reads "Wendell G. Gaertner".

Wendell G. Gaertner
Senior Managing Director

Accepted:
The City of Asbury Park

Signature: _____
Printed Name: _____
Title: _____



APPENDIX A

Disclosure of Conflicts of Interest and Legal or Disciplinary Events (G-42)

Pursuant to Municipal Securities Rulemaking Board (“MSRB”) Rule G-42, on Duties of Non-Solicitor Municipal Advisors, Municipal Advisors are required to make certain written disclosures to clients which include, among other things, conflicts of interest and any legal or disciplinary events of Public Resources Advisory Group, Inc. (“PRAG”) and its associated persons. Accordingly, PRAG makes the following general disclosures with respect to conflicts of interest.

Conflicts of Interest (G-42)

Compensation-Based Conflicts: PRAG’s compensation may include a single or a variety of fee structures. Each of these arrangements may create a conflict as defined by MSRB Rule G-42. PRAG’s fees may be based on the size of the issue, and the payment of such fees may be contingent upon the delivery of the issue. While this form of compensation is customary in the municipal securities market, this may present a potential conflict of interest because it could create an incentive for PRAG to recommend unnecessary financings or financings that are disadvantageous to the client.

PRAG may also charge fees in a fixed amount as a retainer for services or as a transaction fee, and this arrangement could provide PRAG an incentive to recommend less time-consuming alternatives or fail to do a thorough analysis of the alternatives. In addition, fees may be paid based on hourly fees of PRAG’s personnel, with the aggregate amount equaling the number of hours worked by such personnel times agreed-upon hourly billing rate(s). This presents a potential conflict of interest because PRAG may have the incentive to spend more time than necessary on an engagement. If the hourly fees are subject to a maximum amount, the potential conflict of interest arises because of the incentive for PRAG to fail to do a thorough analysis of alternatives and/or recommend alternatives that would be less time-consuming for PRAG staff.

Other Municipal Advisor Relationships: PRAG serves a wide variety of other clients that may, from time to time, have interests that could have a direct or indirect impact on the interests of another PRAG client. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, PRAG could potentially face a conflict of interest arising from these competing client interests.

With respect to all of the conflicts disclosed above, PRAG mitigates such conflicts through its adherence to its fiduciary duty to the client, which includes a duty of loyalty to the in performing all municipal advisory activities. This duty of loyalty obligates PRAG to deal honestly and with the utmost good faith with you and to act in your best interests without regard to PRAG’s financial or other interests.

If PRAG becomes aware of any additional potential or actual conflict of interest prior to, or during an engagement, PRAG will disclose the detailed information in writing within a timely manner.

Disclosure of Legal or Disciplinary Events (G-42)

PRAG has no legal or disciplinary events to disclose.

Other Required Disclosure (G-10)

The MSRB website at www.msrb.org, includes the Municipal Advisory client brochure that describes the protections that may be provided by the MSRB Rules and how to file a complaint with an appropriate regulatory authority.



Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 24, 2024
RESOLUTION SUMMARY

2024-221

Resolution authorizing a professional services contract to T&M Associates for Remedial Action Services at the new Fire Department Headquarters in the amount of \$40,155.00 utilizing Engineering O&E Funds.



RESOLUTION NO. 2024-221

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

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT TO T&M ASSOCIATES FOR REMEDIAL ACTION SERVICES AT THE NEW FIRE DEPARTMENT HEADQUARTERS

WHEREAS, on April 2, 2024 the City of Asbury Park received a proposal for Remedial Action Services needed at the new Asbury Park Fire Department Headquarters from T&M Associates; 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 the professional services as outlined in the proposal shall not exceed \$40,155.00; and

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

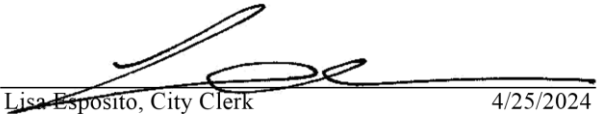
WHEREAS, the City Manager is hereby authorized to sign any contracts or documents associated with this activity.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, awards T&M Associates a professional service contract for Remedial Action Services as outlined in the scope of services provided on April 2, 2024 in a not-to-exceed amount of \$40,155.00.

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

I, 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. 2024-221 which was finally adopted by the City Council at a meeting held on the 24th day of April, 2024

CERTIFIED BY ME THIS 25th DAY OF April, 2024.



Lisa Esposito, City Clerk 4/25/2024

LISA ESPOSITO
CITY CLERK



ASPKOH-24002

April 2, 2024
(Via e-mail)

Lillian L. Nazzaro, Esq., City Manager
City of Asbury Park
One Municipal Plaza
Asbury Park, New Jersey 07712

RE: Proposal for Remedial Action Services
Asbury Park Fire Dept.
800 Main Street
Block 2602, Lot 13
City of Asbury Park, Monmouth County, New Jersey
SRP PI 015515
NJDEP Case #94-09-19-1357-53

Dear Ms. Nazzaro, Esq:

T&M Associates (T&M) is pleased to submit this proposal for the City's consideration. This proposal encompasses the scope of services required to further evaluate and fully delineate the known groundwater contamination and to address the known soil contamination identified at the Asbury Park Fire Dept. (Site), located at 800 Main Street, Asbury Park, Monmouth County, New Jersey. The proposed Remedial Action (RA) activities are based on the results of the previous investigations by others and the Remedial Investigation (RI) activities completed by T&M.

The goal of the RA activities is to fully delineate the extent of the known groundwater contamination and document the appropriate remedy to address the known soil contamination (i.e., engineering and institutional controls) to be protective of public health, safety and the environment. The ultimate goal is to issue an Area of Concern (AOC) specific Response Action Outcome (RAO). The AOC-specific RAO may be issued once the Licensed Site Remediation Professional (LSRP) has determined that the remediation is completed and is fully protective of public health, safety and the environment.

SCOPE OF WORK

T&M proposes the following scope of services to further evaluate and fully delineate the known groundwater contamination and to address the known soil contamination and to document the existing engineering controls (i.e., cap) to address the known soil contamination, and the preparation and submission of the required technical report and supporting documents (i.e., Remedial Action Report).

Attachment: ASPKOH-24002_Asbury Park Fire Dept (800 Main St. Site)-Remedial Action (2024-221 : Authorizing a Professional Services

**Task No. 1: LSRP Administration/Management Services**

T&M's LSRP will provide administration and management services throughout the duration of these proposed Tasks to inspect, observe and report on the various RA activities to be conducted, which will include coordination with the City of Asbury Park, NJDEP and subcontractors, scheduling of field personnel, and sampling and laboratory testing services. In addition, T&M's LSRP will be responsible for field verification of all work completed and thorough review of all submittals to the NJDEP under the LSRP program.

Task No. 2: Evaluation of Known Groundwater Contamination

To further evaluate the known groundwater contamination at the Site, temporary well points will be installed off-site (i.e., downgradient and sidegradient) of existing monitoring wells MW-1, MW-5, MW-6 and MW-7, and groundwater samples will be collected. In addition, a round of groundwater samples will also be collected from MW-1, MW-2, MW-3, MW-5, MW-6 and MW-7. The following the proposed scope to evaluate the known groundwater contamination:

Task No. 2A: Temporary Well Installation and Sampling

T&M proposes the installation of up to six (6) temporary well points by a New Jersey licensed well driller. The temporary well points will be utilized to further define the extent of the groundwater contamination plume. One groundwater sample will be collected from each temporary well point. The groundwater samples will be analyzed for Target Compound List (TCL) volatile organics plus a search of fifteen (15) additional non-targeted analytes (VO+15).

A field quality assurance program consisting of field and trip blank samples will be implemented to demonstrate the integrity of the decontamination procedures and assess any potential contamination encountered during the handling and shipment of the samples to the analytical laboratory.

Standard chain of custody procedures will be implemented to track the samples. All groundwater samples will be analyzed on a standard turnaround timeframe of two (2) week.

Task No. 2B: Monitoring Well Gauging and Sampling

T&M will collect a round of groundwater samples from existing monitoring wells MW-1, MW-2, MW-3, MW-5, MW-6 and MW-7. During the groundwater sampling, field testing for geochemical parameters (i.e., dissolved oxygen, pH, temperature, redox potential, conductivity, etc.) and measure floating product thickness (if present) will be performed. Groundwater samples will be placed in laboratory prepared sample jars and submitted to a New Jersey Certified Laboratory for TCL VO+15.

A field quality assurance program consisting of field and trip blank samples will be implemented during the sampling event to demonstrate the integrity of the decontamination procedures and



assess any potential contamination encountered during the handling and shipment of the samples to the analytical laboratory.

Standard chain of custody procedures will be implemented to track the samples. All groundwater samples will be analyzed on a standard turnaround timeframe of two (2) week.

Task No. 3: Updated Receptor Evaluation

Since soil and groundwater impacts have been identified at Site, an updated Receptor Evaluation (RE) is required to perform and submit in accordance with N.J.A.C. 7:26E-1.12 through 1.16 with each key document. The updated RE will include the following:

- **On-site and Surrounding Property Use (N.J.A.C. 7:26E-1.13):** T&M will identify usage at the Site and surrounding properties within 200 feet of the Site boundary including residences, schools or child centers, parks, playgrounds, or other recreation areas. In addition, municipalities within 200 feet of the Site will also be contacted to confirm if there are any proposed changes in land use.
- **Ground Water Use (N.J.A.C. 7:26E-1.14):** Since groundwater contamination has been identified at the Site, T&M will conduct an updated well search through a file search of all available NJDEP, county, and local records for monitoring and potable wells within a one-half mile radius of each point of groundwater contamination and all irrigation, industrial, and other wells with water allocation permits located within one mile radius of each point of groundwater contamination. If wells are identified within the specified radius, a door-to-door survey may need to be completed. For this proposed scope of work, a door-to-door survey is not anticipated. Additionally, copies of well records and/or well logs on file with the NJDEP Bureau of Water Systems and Well Permitting, as well as available county or municipal records, shall be obtained to locate and identify the type and status of the well.
- **Ecological Evaluation (N.J.A.C. 7:26E-1.16):** T&M will perform an Ecological Evaluation (EE) pursuant to N.J.A.C 7:26E-1.16. The EE will identify any contaminants of ecological concern that may impact sediment, surface water, and soil; any sensitive natural resources within the Site boundaries and immediately adjacent properties; and any potential contaminant migration pathways to any environmentally sensitive natural resources that might be attributed to Site contamination. The EE will also present recommendations for further ecological investigation, if necessary.
- **Reporting:** Upon completion of the updated RE activities presented above, T&M will prepare the updated Receptor Evaluation Form for submittal to the NJDEP along with the Remedial Action Report (RAR).

**Task No. 4: Deed Notice Preparation**

T&M will assist the City and/or the City's legal counsel in the preparation and finalization of the Deed Notice and exhibit documents to allow impacted soils to remain on-site beneath the existing engineering controls (i.e., asphalt pavement and concrete sidewalks). The Deed Notice will be prepared and submitted to the City for review and approval. The City is advised to seek legal counsel to assist with the review and filing of the Deed Notice document. Legal counsel will have to provide metes and bounds for the Site and conduct required filing of the Deed Notice with the County. A copy of the recorded Deed Notice document with the stamped book number and pages shall be provided to T&M for submission with the Remedial Action Report and Soil Remedial Action Permit Application.

Task No. 5: Remedial Action Permit Preparation for Soil

T&M will prepare and submit a Soil Remedial Action Permit Application form as required for the soil contamination to remain in-place at the Site. The NJDEP permit application fee of \$1,430.00 is included in this proposal.

Task No. 6: Remedial Action Permit Preparation Groundwater

T&M will prepare and submit a Groundwater Remedial Action Permit Application form as required for the groundwater contamination plume (i.e., established Classification Exception Area [CEA]) associated with the Site. The NJDEP permit application fee of \$880.00 is included in this proposal.

Task No. 7: Preparation of Remedial Action Report (RAR)

Upon completion of the proposed Tasks 1 through 3 presented above, T&M will prepare a Remedial Action Report (RAR) which will detail RA activities completed by T&M to further evaluate the known groundwater contamination and the existing engineering controls to address the known soil contamination to achieve compliance with the N.J.A.C. 7:26E-5.7 and the ARRCs Rules. A Site plan displaying As-Built Diagrams delineating the extent and cross-sections of the existing engineering controls (capping structures), institutional controls (Deed Notice), and other pertinent supporting documentation (Record Deed Notice, Remedial Action Permit, Updated Receptor Evaluation, etc.) as specified in the RAR submission requirements of N.J.A.C. 7:26E-5.7 will be included.

T&M's LSRP, in accordance with SRRA, will prepare and submit the following required NJDEP forms associated with the activities completed as part of the RA activities, including but not limited to:

- Authorization to Submit a Remedial Phase Report Form;
- Case Inventory Document (CID) Worksheet;
- Updated Receptor Evaluation Form;
- Remedial Action Report Form (online);
- Remedial Action Workplan Form (online);
- Updated CEA/ WRA Fact Sheet Form (if necessary).



NOTE: If during the proposed RA activities above, the extent of the groundwater contamination have not been fully delineated, then further evaluation will be required and the RAR cannot be prepared until the RA activities are completed.

Task No. 8: Preparation of AOC-Specific Response Action Outcome (RAO)

T&M's LSRP will issue an AOC-Specific RAO after completion of all required remediation activities. In accordance with the SRRA, the LSRP is authorized to memorialize completion of the remediation by issuing an RAO to the entity responsible for conducting the remediation. The RAO renders the LSRP's opinion that the Site or AOC specific area has been remediated in accordance with all applicable statutes, regulations, and guidance.

T&M's LSRP will use the standard format RAO form document posted by the NJDEP to ensure content consistency. T&M's LSRP is prohibited from modifying the content of an RAO except as explicitly provided for in the NJDEP guidance.

FEE SUMMARY

- I. T&M will complete the scope of services outlined above for a **fee not to exceed \$37,845.00** in accordance with our current contract with the City of Asbury Park.
- II. Please note that permitting fees are required by NJDEP at the time of submission for the soil and groundwater Remedial Action Permit Applications. The estimated total fee for the **UST Remedial Action Permit Applications for Soil and Groundwater is \$2,310.00**. T&M will prepare a check for this fee which we will submit as a reimbursable expense to the project.

TOTAL ESTIMATED FEE: \$40,155.00

CITY RESPONSIBILITIES

The City shall provide all information in its possession, custody, or control that may relate to the services to be performed by T&M at the site.

The City shall be fully responsible for obtaining the necessary authorization to allow T&M, its agent, subcontractors, and representative to have access to the site and structures thereon at reasonable times throughout the term of this agreement, and shall set up interviews with designated appropriate representatives of the site.

The City shall be responsible for making arrangements to allow its other consultants to be available to T&M for consultation regarding proper coordination of the project.

LIMITATIONS

This proposal does not include environmental remediation beyond what is presented. T&M will rely on the accuracy of any information provided in previous reports in the performance of our services, and will



April 2, 2024

ASPHOH-24002

Asbury Park Fire Dept. (800 Main St. Site)

Page 6

not be held responsible for errors or inaccuracies contained in information provided to us. In the event that our activities indicate areas of significant health, safety, or environmental concern, the scope of services outlined above may need to be expanded as appropriate.

T&M shall be responsible only for its activities and that of its employees on the Site. Neither the professional activities nor the presence of T&M or its employees or subcontractors on a Site shall imply that T&M controls the operations of others.

In the event that any condition is observed by T&M that warrants a notification to the NJDEP, in accordance with 7:1E-5.3 and/or N.J.A.C. 7:26E-1.4, T&M will notify the City prior to notification to the NJDEP, if required.

Utilities will be identified by the NJDEP-certified contractor retained by T&M by contacting the New Jersey One Call Service. The City will be responsible for the identification of all on-site utilities not identified by the New Jersey One Call service. It is understood and agreed that T&M is not responsible for marking out any underground features or structures. The City must clearly mark any private utility lines or laterals, either by private utility mark-out or using facility as-built drawings and Site knowledge. Relocation of utilities is not included in this cost proposal, and for proposal purposes it is assumed that no underground utilities will interfere with the drilling or soil remedial operations.

CLOSING

On behalf of T&M, we would like to thank you and the Governing Body for the opportunity to submit this Proposal, and we look forward to our continued work with you and members of your staff in the future.

Should you have any questions or require additional information, please do not hesitate to contact me directly.

Very truly yours,

T&M ASSOCIATES

JASON D. HARZOLD

CLIENT MANAGER / PROJ. MANAGER

On Behalf of:

FRANCIS W. MULLAN, P.E., C.M.E.,

ASBURY PARK CITY ENGINEER



Accepted/Authorized by:
THE CITY OF ASBURY PARK

Lillian L. Nazzaro, Esq.
Asbury Park City Manager

Date

FWM:JDH:MH:jdh

Cc: *Via email to:*

JoAnn Boos, CFO

Tracy Lizardi, Purchasing Agent

Robert Bianchini, Director of Facilities & Capital Projects

Robert Faye, Construction Official

James Bonanno, Transportation Manager

Michele Alonso, Director of Planning & Redevelopment

Lisa Esposito, City Clerk

Frederick C. Raffetto, City Attorney

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Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 24, 2024
RESOLUTION SUMMARY

2024-222

Resolution approving plans and specifications of a dual left-turn lane along Monmouth County Route 40A (Memorial Drive) to serve Cookman Avenue and the Access Easement south of the new Asbury Park Firehouse currently being developed.



RESOLUTION NO. 2024-222

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

RESOLUTION APPROVING PLANS AND SPECIFICATIONS FOR THE INTERSECTION OF COUNTY ROUTE 40A (MEMORIAL DRIVE) AND COOKMAN AVENUE AT THE SITE OF THE NEW ASBURY PARK FIREHOUSE IN THE CITY OF ASBURY PARK

WHEREAS, the City of Asbury Park is constructing a new firehouse along CR 40A (Memorial Drive) within the City of Asbury Park; and,

WHEREAS, an existing Access Easement located at the south end of the development is proposed to provide access/egress to the proposed site and the neighboring site from County Route 40A; and,

WHEREAS, the Monmouth County Board granted conditional approval to the City of Asbury Park provided modifications be made to allow for dual left-turn lanes along County Route 40A (Memorial Drive) between Cookman Avenue and the proposed access/egress to the existing Access Easement at the south end of the site; and,

WHEREAS, The City of Asbury Park City Council has reviewed the revised plans and specifications and found them to be in order and appropriate.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asbury Park that the referenced plans and specifications for the proposed firehouse and adjacent intersection at County Route 40A (Memorial Drive) and Cookman Avenue in the City of Asbury Park as of April 10, 2024, are hereby approved.

BE IT FURTHER RESOLVED that the Clerk shall forward a certified true copy of this Resolution to the Monmouth County Planning Board.

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. 2024-222 which was finally adopted by the City Council at a meeting held on the 24th day of April, 2024

CERTIFIED BY ME THIS DAY OF , .



~~Lisa Esposito~~, City Clerk 4/25/2024

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 24, 2024
RESOLUTION SUMMARY

2024-223

Amendment to the adopted Redevelopment Plan for the currently vacant lot at 1001 First Avenue to permit additional density, as well as additional design standards.



RESOLUTION NO. 2024-223

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

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY PARK REFERRING PROPOSED AMENDMENTS TO THE 1001 FIRST AVENUE REDEVELOPMENT PLAN TO THE CITY OF ASBURY PARK PLANNING BOARD, AND DIRECTING THE PLANNING BOARD TO TAKE CERTAIN ACTIONS PURSUANT TO N.J.S.A. 40A:12A-7(E)

WHEREAS, on March 14, 2018 the Mayor and City Council adopted Ordinance No. 2018-8; and

WHEREAS, pursuant to the Local Redevelopment and Housing Law (*N.J.S.A. 40A:12A-1 et. seq.*, the “Act”) the Ordinance adopted a plan (the “1001 First Avenue Redevelopment Plan” or the “Plan”) for the redevelopment of an area (the “1001 First Avenue Redevelopment Area” or the ‘Area’); and

WHEREAS, the City wishes to revisit and amend the redevelopment plan in order to encourage redevelopment of a vacant and underutilized property with inclusionary housing; and

WHEREAS, the Mayor and City Council have reviewed the Proposed Amendment in Exhibit A and desire to forward the Proposed Amendment to the Planning Board for review pursuant to N.J.S.A. 40A:12A-7(e).

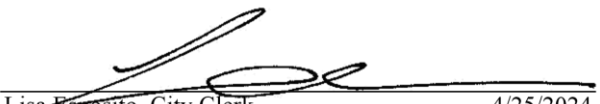
NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Asbury Park as follows:

1. The Mayor and Council hereby refer the Proposed Amendment in Exhibit A to the Planning Board for review and recommendation in accordance with the requirements of N.J.S.A. 40A:12A-7(e).
2. The Planning Board is authorized and directed to prepare a report of its recommendations (the “Planning Board Report”) regarding the Proposed Amendment to the Plan within forty-five (45) days of the date hereof.
3. The Planning Board Report shall identify any provisions within the Proposed Amendment to the Plan that are inconsistent with the City’s Master Plan, along with recommendations concerning those inconsistencies and any other matters the Planning Board deems appropriate.
4. If the Planning Board Report is not transmitted to the Mayor and Council within forty-five (45) days of the date hereof, the Mayor and Council shall be relieved of the requirement to obtain a Planning Board Report for the Proposed Amendment to the Plan in accordance with N.J.S.A. 40A:12A-7(e).

5. The Clerk of the City shall forward a copy of this Resolution and the Proposed Amendment to the Planning Board for review forthwith pursuant to N.J.S.A. 40A:12A-7(e).
6. 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. 2024-223 which was finally adopted by the City Council at a meeting held on the 24th day of April, 2024

CERTIFIED BY ME THIS 25th DAY OF April, 2024.



Lisa Esposito, City Clerk 4/25/2024

LISA ESPOSITO
CITY CLERK

Asbury Park, New Jersey
ORDINANCE NO. 2024 – ____

APPROVING AND ADOPTING AN AMENDMENT TO THE 1001 FIRST AVENUE REDEVELOPMENT PLAN

WHEREAS, on March 14, 2018 the Mayor and City Council adopted Ordinance No. 2018-8; and

WHEREAS, pursuant to the Local Redevelopment and Housing Law (*N.J.S.A 40A:12A-1 et. seq.*, the “Act”) the Ordinance adopted a plan (the “1001 First Avenue Redevelopment Plan” or the “Plan”) for the redevelopment of an area (the “1001 First Avenue Redevelopment Area” or the ‘Area”); and

WHEREAS, the City wishes to revisit and amend the redevelopment plan in order to encourage redevelopment of a vacant and underutilized property with inclusionary housing; and

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

SECTION 1. (additions are shown as thus; deletions are shown as ~~thus~~)

Page 10 through 13 of the 1001 First Avenue Redevelopment Plan, Section 13. Land Use Requirements, the following language shall be amended:

Permitted ~~Principal~~ Uses:

Ground Floor:

~~Retail~~

~~Restaurant~~

~~Service~~

~~Office~~

~~Residential – not to exceed 30% of ground floor area~~

Residential amenity space

Parking

Second to Fifth Floor:

Residential – Maximum number of residential units: ~~80~~ 104

Permitted Accessory Uses

~~Parking~~

~~Recreation/Open Space~~

~~Dog Run~~

~~Pool~~

~~Outdoor storage shed~~

Home Occupation

~~Outdoor Dining~~

Other uses incidental and customarily associated with the principal uses

Bulk Requirements:

MINIMUM LOT AREA: 50,000 SF

MAXIMUM DENSITY PERMITTED: ~~65 dwelling units per acre~~ 104 units, including affordable housing units

FRONT YARD SETBACK:

Ground Floor and Second floor:

Minimum setback to 1st and 2nd Avenues: 0 feet

~~Maximum~~ Minimum setback to Langford Street: 5 feet

~~Maximum setback if there is a restaurant on the ground floor; 10 feet~~

Third to Fourth Floors (from first floor footprint property line):

Minimum: ~~9~~ 8 feet

Fifth Floor (from fourth floor footprint):

Minimum: ~~30~~ 15 feet, with the exception of an area designated for common area circulation depicted on Appendix B.

Rear Yard Setback:

20 feet (applies to all interior lot lines)

Maximum Height:

55 feet, 5 stories excluding penthouse mechanicals and elevator and stair bulkheads.

~~Minimum Floor to Ceiling Height~~

~~GROUND FLOOR: 12FT~~

~~3-5th floors: 9.5FT~~

Maximum building coverage

~~65%~~ 80%

Maximum lot coverage

~~75%~~ 90%

.....

Design Requirements:

All buildings shall be constructed of high quality materials. Masonry and fiber cement panels/boards shall be the dominant materials. Synthetic stucco (ie EIFS, STO) and vinyl siding are prohibited. Cement stucco can only be used for accents and cannot be more than 10% of the façade. All facades that are visible to any public R-O-W shall be of primary materials.

~~Ground floor commercial uses shall have a minimum 70% glass. Glass shall be transparent. Blank walls on the primary facades shall be discouraged.~~

Parking garages that front a street shall be enclosed and complement the primary façade ~~and retail store fronts~~. Large expanses of blank walls where a parking garage may front the street shall have artwork, greenery or glass. Openings that may be necessary for ventilation shall have decorative grill work, but cannot occupy more than 30% of a primary façade.

Site layout and design shall be substantially consistent with the Concept Plan provided in Appendix A to this Redevelopment Plan, unless otherwise provided herein.

The exterior architectural design shall be substantially consistent with the Concept Building Elevations in Appendix B to this Redevelopment Plan, unless otherwise provided herein.

The primary building entrance for pedestrians shall face 2nd Avenue.

The primary building entrance for vehicles shall face 1st Avenue.

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.

Pedestrian friendly building design and on-site furnishings (outdoor tables, benches, bicycle racks, etc.) shall be provided at the discretion of the Planning Board and need not be consistent with the Concept Plan provided in Appendix A.

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. Screening shall be constructed of the same or complementary material as the building.

Private and common exterior amenity space, including but not limited to private decks and shared outdoor rooftop areas, shall not be located along the rear of the building.

....

Landscaping Requirements:

...

Landscape need not be substantially consistent with the Concept Plan provided in Appendix A.

A planted buffer of not less than 5 feet in width, as well as a solid wood 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.

Sustainability Requirements:

....

5. ~~A maximum of two (2) electric car charging stations~~ The site shall be compliant with the State's required provision of electric vehicle charging parking spaces and make-ready charging parking spaces (P.L. 2021, c. 171).

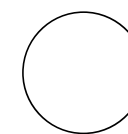
SECTION 2. (additions are shown as thus; deletions are shown as ~~thus~~)

Page 13 of the 1001 First Avenue Redevelopment Plan, Section 14. Affordability Requirement, the following language shall be amended:

~~A minimum of 20% of all units shall be deed restricted affordable units meeting the affordability standards of the most recent New Jersey Department of Community Affairs Affordable Housing Regional Income Limits for Monmouth County. There shall be a mix of low and moderate units. Exact unit distributions shall be determined by municipal council and shall be memorialized in the redeveloper's agreement. All units shall have affordability controls as determined by the Council on Affordable Housing (COAH) in order to be counted toward any municipal affordability requirement.~~

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 (efficiencies, 1-bedroom units, 2-bedroom units, 3-bedroom units) shall be the smaller of the following: the average interior unit size of the market units of the same bedroom type in the project or 550 square feet for efficiencies, 650 square feet for one bedroom, 875 square feet for two bedrooms, 1,150 square feet for three bedrooms, and 1,250 square feet for four bedrooms.

APPENDIX A: CONCEPT PLAN



DANIEL M. CONDATORE,
NJ License #21AJ0179800

PROJECT NAME
PROPOSED MULTIFAMILY DEVELOPMENT

1001 FIRST AVENUE
ASBURY PARK, NJ 07712
BLOCK: 401, LOT: 10.01

[illegible]

SCHEMATIC PLANS -
AERIAL

SK00

DRAWN BY: _____
CHECKED BY: _____

Packet Pg. 209

Attachment: 240415 DRAFT RD Plan Amendment (2024-223 : Amendment to 1001 First Ave. Redevelopment Plan)



① Site Schematics - Proposed Aerial
3/64" = 1'-0"

PROJECT NAME	PROPOSED MULTIFAMILY DEVELOPMENT
--------------	----------------------------------

1001 FIRST AVENUE
HAMBURG PARK, NJ 07712
BLOCK: 401, LOT: 10.01

REVISIONS / ISSUES

[illegible]SCHEMATIC PLANS -
GROUND

SK2-1

DRAWN BY: A
CHECKED BY: D

Packet Pg. 210

ZONE: 1101 FIRST AVE REDEVELOPMENT AREA

Permitted Principal Uses

- Retail
- Restaurant
- Service
- Office
- Residential - not to exceed 30% of ground floor area

- Residential - Maximum number of residential units: 80

Permitted Accessory Uses:

- Parking
- Recreation/Open Space
- Dog run
- Pool
- Outdoor storage shed
- Outdoor Dining
- Other uses incidental and customarily associated with the principal uses

Bulk Requirements

Bulk Requirements	2018 Redev. Plan		
	<u>Required</u>	<u>Proposed</u>	<u>Conforming</u>
Minimum Lot Area:	50,000 sf	56,968.93 sf	Yes

Front Yard Setbacks

Ground & Second Floor:	0 ft Min. / 5 ft Max.	2 ft Min. / 5 ft Max.	Yes - Improve
Third & Fourth Floor:	9 ft Min.	10 ft	Yes - Improve
Fifth Floor:	30 ft Min.	30 ft	Yes

Rear Yard Setbacks

Applies To All Interior Lot Lines:	20 ft Min.	20 ft Min.	Yes
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Coverage

Building Coverage:	65%	79%	No
Lot Coverage:	80%	89%	No

Recreation Space

Minimum Area:	1,500 sf	7,340 sf	Yes
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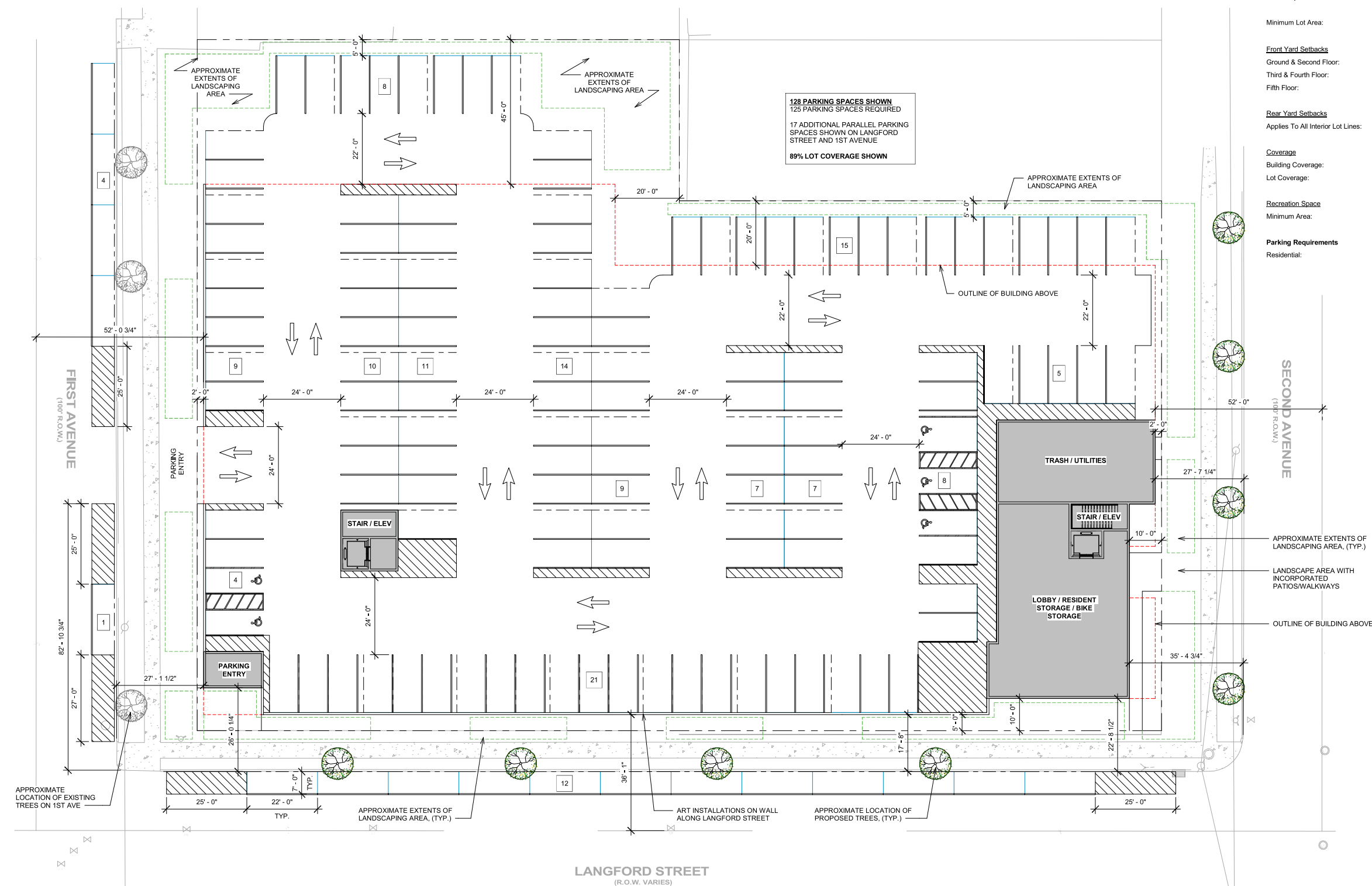
Parking Requirements

Residential:	1.2 spaces per unit	1.2 spaces per unit	Yes
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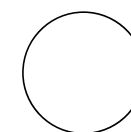
SURROUNDING SITE REFERENCE:

2ND AVE LOFTS

- Roughly 14' - 0" Building Setback from Langford Street curb
- Roughly 25' - 0" Building Setback from 2nd Avenue curb



① Site Schematics - Parking
1/16" = 1'-0"



DANIEL M. CONDATORE, F
NJ License #21AJ01798000

PROJECT NAME	PROPOSED MULTIFAMILY DEVELOPMENT
--------------	----------------------------------

1001 FIRST AVENUE
ASBURY PARK, NJ 07712
BLOCK: 401, LOT: 10.01

REVISIONS / ISSUES

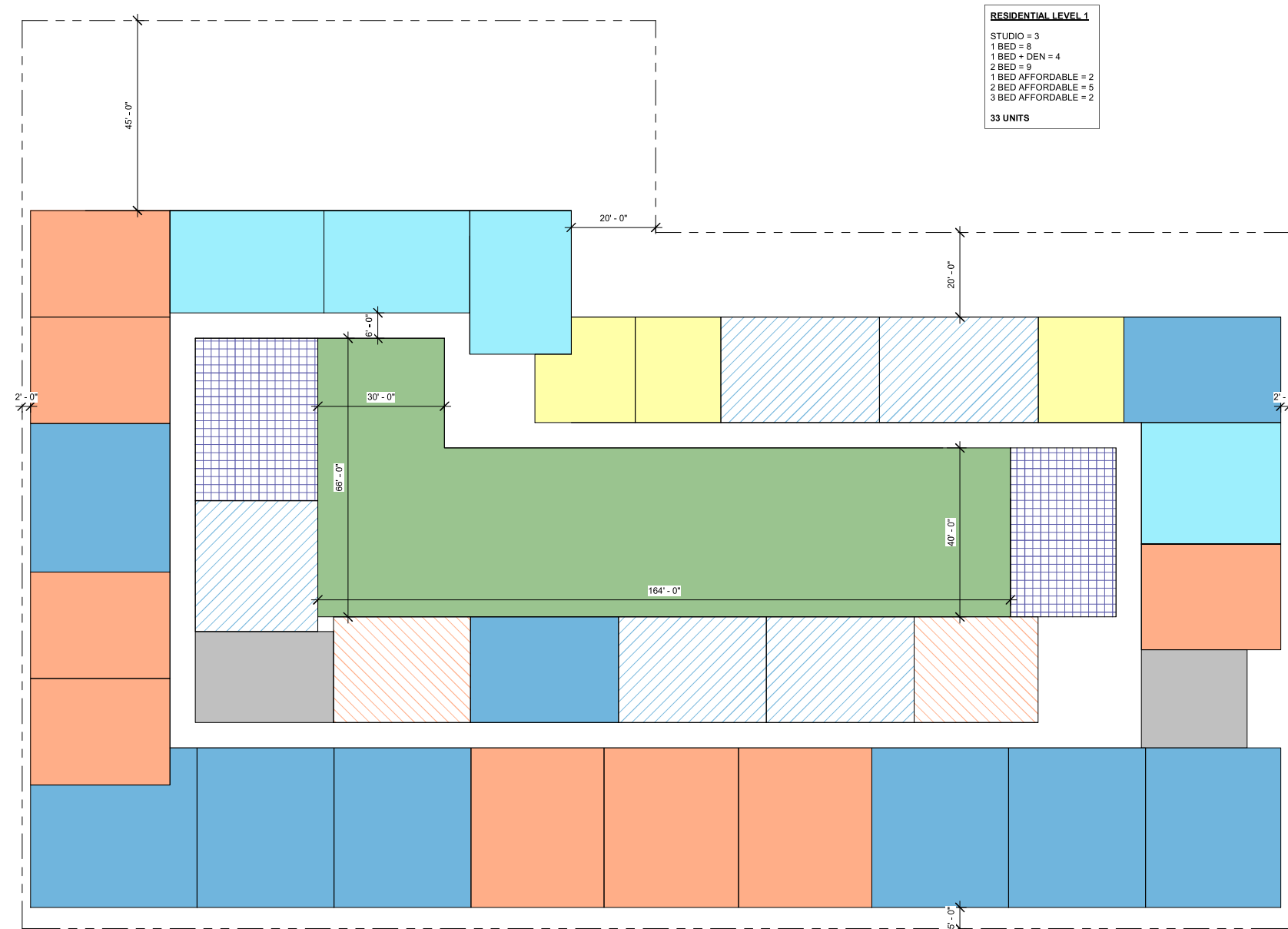
[illegible]

SCHEMATIC PLANS -
WITH UPPER FLOOR

SK2-2

DRAWN BY: _____
CHECKED BY: _____

Packet Pg. 211

**RESIDENTIAL LEVEL 1**

STUDIO = 3
1 BED = 8
1 BED + DEN = 4
2 BED = 9
1 BED AFFORDABLE = 2
2 BED AFFORDABLE = 5
3 BED AFFORDABLE = 2

33 UNITS

-  COMMUNAL / CIRCULATION
-  GREEN ROOF
-  STUDIO
-  1 BED
-  1 BED + DEN
-  2 BED
-  1 BED AFFORDABLE
-  2 BED AFFORDABLE
-  3 BED AFFORDABLE

UNIT COUNTS:

104 UNITS SHOWN

20% AFFORDABLE HOUSING REQUIRED = 21 UNITS

- 20% MAX 1 BED = 4
30% MIN 2 BED = 7
20% MIN 3 BED = 5

UNIT DISTRIBUTION:

STUDIO = 10

$$1 \text{ BED} = 26$$

$$1 \text{ BED} + \text{DEN} = 15$$

2 BED = 32
1 BED AFFORD

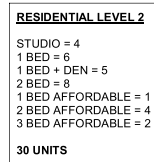
2 BED AFFORDABLE = 1
2 BED AFFORDABLE = 5

30-73.4 Dwelling Unit Size

30-73.4 Dwelling Unit Size Requirements

- a. *Conventional Multi-family Uses.*

Efficiency (Studio)	500 square feet
One Bedroom	750 square feet
Two Bedrooms	900 square feet
Three Bedrooms	1,100 square feet
>Three Bedrooms	200 square feet for each additional bedroom



- | | |
|---|------------------------|
|  | COMMUNAL / CIRCULATION |
|  | GREEN ROOF |
|  | STUDIO |
|  | 1 BED |
|  | 1 BED + DEN |
|  | 2 BED |
|  | 1 BED AFFORDABLE |
|  | 2 BED AFFORDABLE |
|  | 3 BED AFFORDABLE |

UNIT COUNTS:

104 UNITS SHOWN

20% AFFORDABLE HOUSING REQUIRED = 21 UNITS

- 20% MAX 1 BED = 4
30% MIN 2 BED = 7
20% MIN 3 BED = 5

UNIT DISTRIBUTION:

STUDIO = 10

- 1 BED = 26
1 BED + DEN = 15
2 BED = 32

2 BED = 32
1 BED AFFORDABLE = 4
2 BED AFFORDABLE = 12
3 BED AFFORDABLE = 5

30-73.4 Dwelling Unit Size Requirements

- a. *Conventional Multi-family Uses.*

Efficiency (Studio)	500 square feet
One Bedroom	750 square feet
Two Bedrooms	900 square feet
Three Bedrooms	1,100 square feet
>Three Bedrooms	200 square feet for each additional bedroom

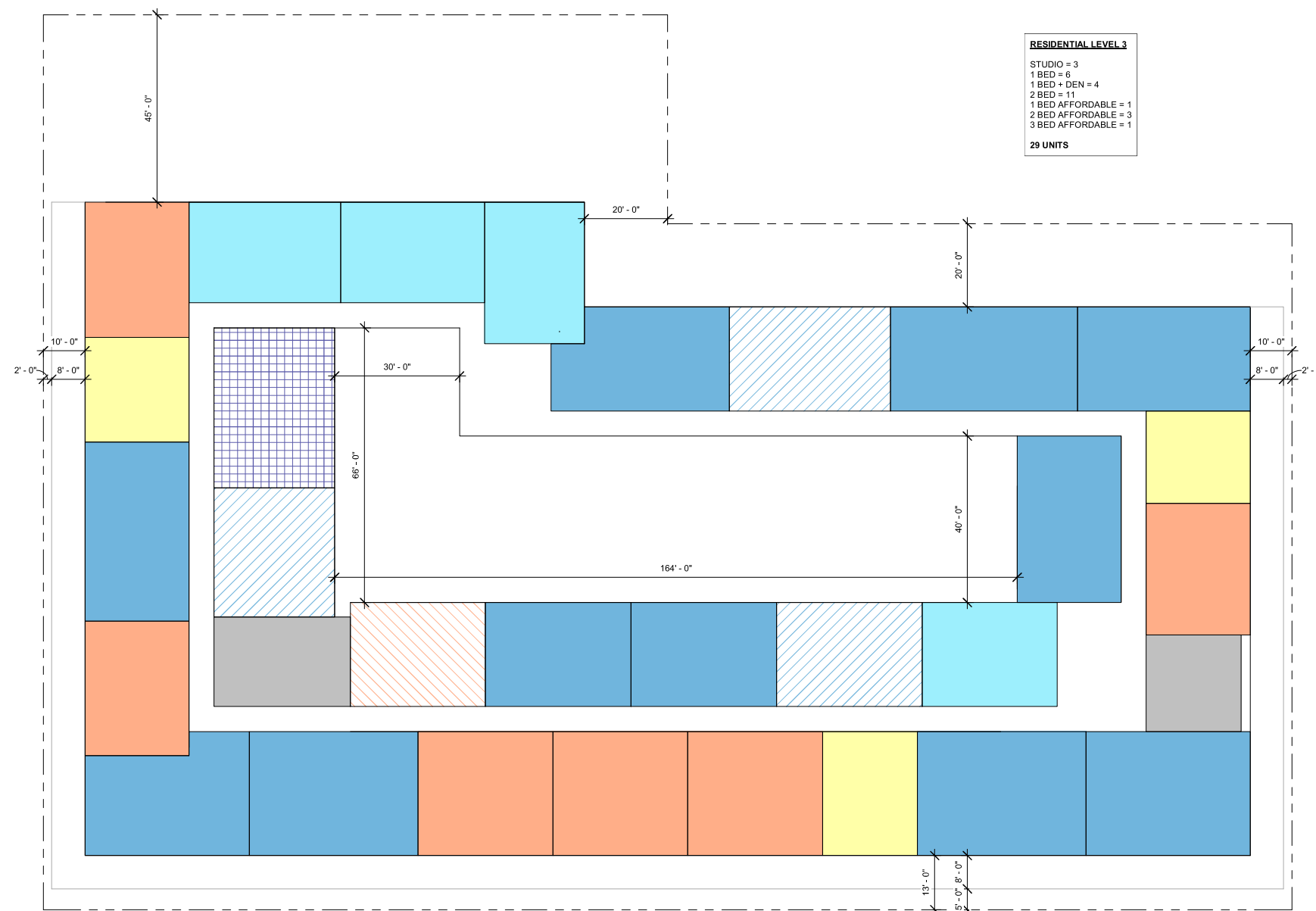
① Site Schematics - Level 2 Residential - Removed Left Tip
1/16" = 1'-0"

[illegible]SCHEMATIC PLANS
WITH UPPER FLOOR

SK2-4

DRAWN BY: A
CHECKED BY: D

Packet Pg. 213

**RESIDENTIAL LEVEL 3**

STUDIO = 3
1 BED = 6
1 BED + DEN = 4
2 BED = 11
1 BED AFFORDABLE = 1
2 BED AFFORDABLE = 3
3 BED AFFORDABLE = 1

29 UNITS

-  COMMUNAL / CIRCULATION
-  GREEN ROOF
-  STUDIO
-  1 BED
-  1 BED + DEN
-  2 BED
-  1 BED AFFORDABLE
-  2 BED AFFORDABLE
-  3 BED AFFORDABLE

UNIT COUNTS:

104 UNITS SHOWN

20% AFFORDABLE HOUSING REQUIRED = 21 UNITS

- 20% MAX 1 BED = 4
30% MIN 2 BED = 7
20% MIN 3 BED = 5

UNIT DISTRIBUTION:

STUDIO = 10

1 BED = 26
1 BED + DEN = 15

2 BED = 32

1 BED AFFORDABLE = 4
2 BED AFFORDABLE = 12

3 BED AFFORDABLE = 5

2020.12.11 11:11:01

30-73.4 Dwelling Unit Size Requirements

- a. *Conventional Multi-family Uses.*

Efficiency (Studio)	500 square feet
One Bedroom	750 square feet
Two Bedrooms	900 square feet
Three Bedrooms	1,100 square feet
>Three Bedrooms	200 square feet for each additional bedroom

1 Site Schematics - Level 3 Residential - Removed Left Tip
1/16" = 1'-0"

$$\begin{array}{l} 1 \text{ BED} = 6 \\ 1 \text{ BED} + \text{DEN} = 2 \\ 2 \text{ BED} = 4 \end{array}$$

12 UNIT:

-  COMMUNAL / CIRCULATION
-  GREEN ROOF
-  STUDIO
-  1 BED
-  1 BED + DEN
-  2 BED
-  1 BED AFFORDABLE
-  2 BED AFFORDABLE
-  3 BED AFFORDABLE

104 UNITS SHOWN

104 UNITS SHOWN

20% AFFORDABLE HOUSING REQUIRED = 21 UNITS

- 20% MAX 1 BED = 4
30% MIN 2 BED = 7
20% MIN 3 BED = 5

STUDIO = 10

- STUDIO = 10
1 BED = 26
1 BED + DEN = 15
2 BED = 32
1 BED AFFORDABLE = 4
2 BED AFFORDABLE = 1
3 BED AFFORDABLE = 5

a. *Conventional Multi-family Uses.*

- | | |
|---------------------|---|
| Efficiency (Studio) | 500 square feet |
| One Bedroom | 750 square feet |
| Two Bedrooms | 900 square feet |
| Three Bedrooms | 1,100 square feet |
| >Three Bedrooms | 200 square feet for each additional bedroom |

① Site Schematics - Level 4 Residential
1/16" = 1'-0"

APPENDIX B: CONCEPT BUILDING RENDERINGS



View of Building from Langford Street and First Avenue

mode
ARCHITECT

Attachment: 240415 DRAFT RD Plan Amendment (2024-223 : Amendment to 1001 First Ave. Redevelopment Plan)



View of Building along Second Avenue

Attachment: 240415 DRAFT RD Plan Amendment (2024-223 : Amendment to 1001 First Ave. Redevelopment Plan)



View of Building along Langford Street

m|o|d
ARCHITECT

Attachment: 240415 DRAFT RD Plan Amendment (2024-223 : Amendment to 1001 First Ave. Redevelopment Plan)



View of Building from First Avenue

mlo dle
ARCHITECT

Attachment: 240415 DRAFT RD Plan Amendment (2024-223 : Amendment to 1001 First Ave. Redevelopment Plan)



View of Building Rear from First Avenue

m|o|d|e
ARCHITECT

Attachment: 240415 DRAFT RD Plan Amendment (2024-223 : Amendment to 1001 First Ave. Redevelopment Plan)



Aerial View of Building along Langford Street and First Avenue

mode
ARCHITECT



Aerial View of Building Rear

m|ode
ARCHITECT



Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 24, 2024
RESOLUTION SUMMARY

2024-224

Support letter for developer to apply for Aspire Tax Credits



RESOLUTION NO. 2024-224

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

RESOLUTION OF SUPPORT FOR A PROJECT LOCATED AT 901 MATTISON AVENUE (BLOCK 603, LOTS 3-9) AND 900 MATTISON AVENUE (BLOCK 607, LOT 8) TO BE CONSIDERED FOR ASPIRE TAX CREDIT PROGRAM

WHEREAS, Denholtz Asbury Park Urban Renewal LLC (“Developer”) proposes to construct two (2) multi-family residential buildings consisting of 125 units, inclusive of 25 affordable units (the “Project”) at the property located at 901 Mattison Avenue (Block 603, Lots 3-9) and 900 Mattison Avenue (Block 607, Lot 8) in the City of Asbury Park, New Jersey (“Project”); and

WHEREAS, it is understood that the Project as proposed will bring over \$80,000,000 in capital investment to Asbury Park and will help create approximately 350 construction jobs, including local labor; and

WHEREAS, in connection with the financing of the Project, the Developer is applying to the New Jersey Economic Development Authority (“NJEDA”) for tax credits under the Aspire Tax Credit Program (“Aspire Funds”); and

WHEREAS, the NJEDA’s underwriting requirements for the Aspire Funds align with the City’s goals and objectives in multiple ways, including the use of prevailing wage and affirmative action protocols in connection with both construction of the Project and post-construction building services, and the need for applicants to enter into a community benefits agreement with the host municipality for projects with a total project cost of \$10 million or more; and

WHEREAS, pursuant to NJEDA regulations, all applicants for Aspire Funds are required to obtain a Resolution of Support from the governing body of the host municipality; and

WHEREAS, pursuant to NJEDA regulations, the City Council of Asbury Park hereby determines that there is a need for this Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASBURY PARK, NEW JERSEY, THAT:

1. The City Council finds and determines that the Project proposed by the Developer will advance the City's goal to support the construction of new housing stock, inclusive of affordable housing units.

2. The City Council does hereby adopt the within Resolution in an effort to support the application of the Developer for Aspire Funds available under the NJEDA's Aspire Tax Credit Program.

STATEMENT

Resolution wherein the City Council finds and determinates that there is a need within Asbury Park for the proposed Project, and wherein the City encourages the NJEDA to support the construction of the Project through funds available through the Aspire Tax Credit Program.

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. 2024-224 which was finally adopted by the City Council at a meeting held on the 24th day of April, 2024

CERTIFIED BY ME THIS 25th DAY OF April, 2024.



Lisa Esposito, City Clerk 4/25/2024

LISA ESPOSITO
CITY CLERK

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

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



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

April 16, 2024

New Jersey Economic Development Authority

Re: Denholtz Asbury Park Urban Renewal LLC

To Whom This May Concern:

It is my understanding that Denholtz Asbury Park Urban Renewal LLC (the "Applicant"), will be applying for tax credits under the Aspire Tax Credit Program ("Aspire") in connection with the development of property located at 901 Mattison Avenue (Block 603, Lots 3-9) and 900 Mattison Avenue (Block 607, Lot 8) in the City of Asbury Park, New Jersey (the "Property").

Based upon my review of the application for the project submitted by the Applicant, the project being contemplated involves the construction of two (2) multi-family residential buildings consisting of 125 units, inclusive of 25 affordable units (the "Project"). Building A will have a total gross floor area of 152,140 square feet, and will consist of 84 units, 3,657 square feet of retail space, a 13,018 square foot amenity deck, 3,826 square feet of interior amenity space, and 104 parking spaces. Building B will consist of a total gross floor area of 75,282 square feet, and will consist of 41 units, 1,420 square feet of retail space, 5,954 square feet of interior amenity space, and 52 parking spaces.

As envisioned, the Project will bring over \$80,000,000 in capital investment to Asbury Park and will create approximately 350 construction jobs, including local labor. A project of this size and scope will have an immediate impact on the City through the creation of tax revenue, jobs, and other ancillary economic benefits.

In my role as City Manager for the City of Asbury Park, I support the application and encourage the NJEDA to accept this letter in support of the same. I acknowledge that the City will be required to negotiate a community benefits agreement with the Applicant and we affirm that the City will proceed in good faith in finalizing said agreement within the time required by N.J.A.C. 19:31-23.8(e)(3).

Thank you in advance for your support.

Very truly yours,

Lillian L. Nazzaro, Esq.

Lillian L. Nazzaro, Esq.
City Manager
City of Asbury Park

cc: Andy Karas, Esq.
Frederick Raffetto, Esq. City Attorney
Michele Alonso, Planning Director



Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 24, 2024
RESOLUTION SUMMARY

2024-225

A Resolution amending the existing Asbury Park Complete Streets Policy adopted in 2017 to include updated best practices and strategies.



RESOLUTION NO. 2024-225

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

RESOLUTION ESTABLISHING AND ADOPTING AN AMENDED COMPLETE STREETS POLICY FOR THE CITY OF ASBURY PARK

WHEREAS, a Complete Street is defined as a means to provide safe access for all users by designing and operating a comprehensive, integrated, connected multi-modal network of transportation options; and

WHEREAS, the benefits of Complete Streets include improving safety for pedestrians, bicyclists, children, older citizens, non-drivers and the mobility challenged as well as those that cannot afford a car or choose to live car free; providing connections to bicycling and walking trip generators such as employment, education, residential, recreation, retail centers and public facilities; promoting healthy lifestyles; creating more livable communities; reducing traffic congestion and reliance on carbon fuels thereby reducing greenhouse gas emissions; and saving money by incorporating sidewalks, bike lanes, safe crossings and transit amenities into the initial design of a project, thus sparing the expense of retrofits later; and

WHEREAS, The City of Asbury Park established a Complete Streets Policy by adopting Resolution 2015-358 and subsequently updated the Complete Streets Policy with Resolution 2017-247; and,

WHEREAS, the Asbury Park Mayor and Municipal Council wishes to once again amend its Complete Streets policy where though the planning, design, construction, maintenance and operation of new and retrofit transportation facilities, enabling safe access and mobility of pedestrians, bicyclists, transit users of all ages and abilities; and

WHEREAS, it is the intent of the Municipal Council that to the extent practicable, the Asbury Park Complete Streets policy shall include all road, bridge, and building projects in the municipality; and ages and abilities; and

WHEREAS, complete streets have the potential for improving physical and mental health either directly or indirectly in the following ways:

- i. Incorporating physical activity into our daily lives by increasing pedestrian activity and

bicycle use.

ii. 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.

iii. Reducing rates of injury and death from decreased traffic crashes and improved road safety for all users.

iv. Reducing rates of asthma and other respiratory issues due to improved air quality through emissions reductions and vegetative air filtration.

v. Multiplying health and wellness benefits resulting from improved access to necessary amenities for vulnerable populations.

vi. Reducing the risk of illnesses related to water-borne pathogens resulting from improved storm water infiltration.

vii. Increasing the sense of social connectivity & sense of community belonging.

viii. Improving aesthetics through decorative and functional vegetation.

NOW, THEREFORE, be it resolved that the Mayor and Municipal Council adopts the attached Complete Streets Policy, goals and objectives.

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. 2024-225 which was finally adopted by the City Council at a meeting held on the 24th day of April, 2024

CERTIFIED BY ME THIS 25th DAY OF April, 2024.


Lisa Esposito, City Clerk 4/25/2024

LISA ESPOSITO
CITY CLERK

City of Asbury Park Complete Streets Policy

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 create a new or 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 rights-of-way 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).



Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 24, 2024
RESOLUTION SUMMARY

2024-226

Appointments to the Planning Board: Alternate 1 -Jeremy Hoffman



RESOLUTION NO. 2024-226

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

RESOLUTION AUTHORIZING APPOINTMENTS TO THE PLANNING BOARD

WHEREAS, pursuant to N.J.S.A. 40:55D-23, et seq., and Section 30-21, *et seq.*, of the Asbury Park City Code, a Planning Board has been established within the City consisting of seven (9) regular members that are segregated into four (4) separate Classes, and two (2) alternate members; and

WHEREAS, the Mayor and Council must appoint one (1) Class III member of the Planning Board, constituting a member of the Governing Body to be appointed by it; and

WHEREAS, the Mayor and Council must also appoint certain Class IV citizen members to the Planning Board, along with certain alternate members (who shall also meet the qualifications of Class IV members); and

WHEREAS, with the above in mind, the Mayor and Council wish to make the following appointments to the Planning Board, effective as of January 15, 2024.

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

1. The following citizen(s) of the city of Asbury Park is/are hereby appointed as Alternate member(s) of the Planning Board, for a term of two (2) years:

Jeremy Hoffman - Alternate#1-Term to expire on **January 15, 2026**, or as of the date of the 2026 Council Reorganization Meeting, whichever is later.

A certified copy of this Resolution shall be provided to each of the following:

- a. Each Appointee referenced above.
- b. Planning Board Secretary
- c. 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. 2024-226 which was finally adopted by the City Council at a meeting held on the 24th day of April, 2024

CERTIFIED BY ME THIS 25th DAY OF April, 2024.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 24, 2024
RESOLUTION SUMMARY

2024-92

Resolution authorizing a professional service contract with Hackensack Meridian Team Health for employment exams and physicals for 2023 and 2024. The average cost for basic pre-employment exam is approximately \$200 and Police & Fire physicals are approximately \$900 per person.



RESOLUTION NO. 2024-92

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

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT TO HACKENSACK MERIDIAN TEAM HEALTH P.C. FOR EMPLOYMENT EXAMS AND PHYSICALS

WHEREAS, the City has a need for professional service for employment exams and physicals for 2023 and 2024; and

WHEREAS, the City has obtained the attached quote from Hackensack Meridian Team Health P.C.; and

WHEREAS, the not-to-exceed cost for exams and physical services as outlined in the proposal shall not exceed \$1,200.00 per person; and

WHEREAS, this professional service is exempt from public bidding as per N.J.S.A. 40A:11-5(1)(a)(1) Professional Services; and

WHEREAS, the Chief Financial Officer has certified that funds are available in Account 4-01-20-130-000-207. The maximum dollar value of the pending contract is as set forth in the resolution.

WHEREAS, the City Manager or Personnel Officer is hereby authorized to sign any contracts with the vendor; and

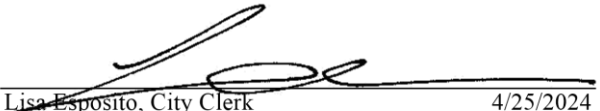
NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, awards the contract for professional services related exams and physicals to Hackensack Meridian Team Health P.C. in a not-to-exceed amount of \$1,200.00 per person; and

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

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

NO. 2024-92 which was finally adopted by the City Council at a meeting held on the 24th day of April, 2024

CERTIFIED BY ME THIS 25th DAY OF April, 2024.



Lisa Esposito, City Clerk 4/25/2024

LISA ESPOSITO
CITY CLERK

OCCUPATIONAL SERVICES AGREEMENT

This OCCUPATIONAL TEAM HEALTH SERVICES AGREEMENT ("Agreement") is made this 24th day of April, 2024 ("Effective Date") by and between Hackensack Meridian Team Health P.C., d/b/a Hackensack Meridian Works, which is an affiliated entity of Hackensack Meridian Health, Inc. ("HMH"), a New Jersey not-for-profit corporation that operates an integrated health care delivery system throughout New Jersey (hereinafter "HMH") and City of Asbury Park, (hereinafter "Client"). HMH and Client may be referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, Hackensack Meridian Team Health, P.C. is a professional corporation which connects with employers to provide their employees with occupational health services; and

WHEREAS, Client is the City of Asbury Park, a municipality in New Jersey; and

WHEREAS, Client desires to engage HMH as an independent contractor to provide occupational health services to Client's employees, and HMH desires to be so engaged as an independent contractor to provide such services (the "Services") pursuant to the terms and conditions set forth in this Agreement in accordance with generally accepted standards of practice.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, and in further consideration of the mutual promises, covenants and agreements between the Parties hereinafter set forth, HMH and Client, intending to be legally bound, agree as follows:

1. Relationship of HMH and Client, Client hereby retains HMH to provide occupational health services as set forth in this Agreement on behalf of Client. It is not intended that an employer employee, joint venture or partnership arrangement be established hereby expressly or by implication between HMH and Client. Rather, in discharging all duties and obligations hereunder, HMH and Client shall at all times be and remain in an independent contractor relationship.
2. Services. HMH agrees to provide to Client the Services set forth in Exhibit A, Statement of Work Services and Fees ("SOW"), of this Agreement consistent with the scope of its licensing, training experience and qualifications and consistent with accepted standards of medical practice. Client and HMH shall execute and date the SOW where indicated. Client shall provide any forms

required by Client for use by HMH in providing occupational health services, including authorization forms for the release of medical information and/or records. Client acknowledges and agrees that any information requested by Client will be in accordance with applicable state and federal law. As such, Client will only request the information necessary for Client's legal purposes and within the scope of the Services agreed to them.

3. Compensation. Client agrees to reimburse HMH for the services provided under this Agreement pursuant to the fees set forth in the executed SOW, attached hereto as Exhibit A to this Agreement. The Parties understanding and agreeing that the fees listed on the SOW may be amended from time to time by HMH on at least thirty (30) days written notice to Client. HMH shall bill Client within thirty (30) days after the end of each month in which Services are provided by HMH. Client shall make payment to HMH within thirty (30) days after Client's receipt of an invoice which is sufficiently detailed to allow Client to identify the Services provided.

4. Term and Termination,

4.1. Term. The term of this Agreement shall commence on the Effective Date and shall continue for a term of twelve consecutive months ("Term"). In the event this Agreement is terminated for any reason prior to its anniversary date, the Parties shall be prohibited from entering into another agreement, with each other, for the same or similar Services prior to the passing of the first anniversary of the Effective Date.

4.2. Termination Without Cause. Either Party may terminate this Agreement without cause giving thirty (30) days prior written notice to the other Party.

4.3. Event of Default. Notwithstanding any provision to the contrary, any material failure on the part of either Party to observe or perform any of its obligations under this Agreement shall be deemed an event of default by that Party. Upon the occurrence of any event of default, the nondefaulting Party may terminate this Agreement by ten (10) days prior written notice to the defaulting Party. In the event the defaulting Party fails to cure the event of default within such ten (10) day period, termination of this Agreement shall be effective on said tenth (10th) day,

4.4. Immediate Termination. Either Party may terminate this Agreement immediately upon written notice in the event that: (a) either Party is suspended or excluded from participation in any government healthcare program; or (b) the license of either Party is suspended, terminated, or revoked by the State of New Jersey.

4.5. Continuation of Service. Upon the termination of this Agreement by either Party for any reason, whether for cause or not for cause, all rights and obligations hereunder shall cease, except those rights and obligations which shall have accrued as a result of the operation of this Agreement.

5. Representations and Warranties

5.1 HMM hereby represents and warrants to Client that the following are true and correct and shall remain correct during the Term of this Agreement:

(a) HMM is in good standing under applicable laws and regulations governing its existence and operations.

(b) HMM shall maintain insurance as required in Section 6.1,

(c) HMM is being paid fair market value for the products and/or services to be delivered and HMM has not received from nor offered to Client any kickback or other improper payment from a Client employee or representative in exchange for business transactions between Client and HMM.

(d) HMM has any and all applicable licenses or certifications required to perform its duties hereunder.

5.2 Client. Client represents and warrants to HMM that the following are true and correct and shall remain true and correct during the Term of this Agreement:

(a) Client is in good standing under applicable laws and regulations governing its existence and operations.

(b) Client has any and all applicable licenses or certifications required to perform its duties hereunder.

(c) Client shall maintain insurance as required in Section 6.1,

(d) Client has not received from nor offered to HMM any kickback or other improper payment from a HMM employee or representative in exchange for business Transactions between HMM and Client.

6. Insurance / Indemnification

6.1 HMM hereby agrees to indemnify, defend and hold harmless (hereinafter referred to as the ("Indemnity Obligations")) the CITY OF ASBURY PARK, its Directors, Employees, Appointed or Elected Officials, departments, volunteers and insurers, including but limited to the NJ Intergovernmental Insurance Fund (collectively referred to herein as the "Indemnities"), from and against any and all claims, demands, losses or liabilities including attorney fees and defense costs (collectively referred to as a "Loss"), arising out of the acts and omissions of HMM, its subcontractors, employees and agents in connection with all activities, services and products undertaken and provided by HMM, pursuant to this agreement. HMM acknowledges and agrees that its Indemnity Obligations hereunder shall apply unless and solely to the extent that a Loss is determined to be the result of the sole

negligence of the Indemnitees. Further, HMM covenants and agrees that it will be responsible for legal fees and costs incurred by Indemnitees for any Loss notwithstanding any disputed fact as to the person responsible for the Loss. Finally, HMM covenants and agrees that its Indemnity Obligations shall survive expiration or termination of the agreement and are independent of any policy of insurance that may be available for any Loss. HMM shall provide General Liability Insurance, Medical Malpractice Liability Insurance, Commercial Auto Liability Insurance, Worker Compensation / Employers Liability Insurance, Umbrella / Excess Liability Insurance. During the Term, HMM agrees to maintain in full force and effect general liability and the following insurance covering any claim brought for negligence or willful conduct brought against any of HMM agents, contractors, owners, officers, employees or directors while providing services at the Premises. Said liability insurance policies shall provide coverage at a rate of One Million Dollars (\$1,000,000) per occurrence including comprehensive General Liability, Two Million Dollars (\$2,000,000) Medical Malpractice Liability, One Million Dollars (\$1,000,000) per accident Commercial Auto Liability, New Jersey Statutory Worker Compensation and Employers Liability with limits of \$1,000,000/\$1,000,000/\$1,000,000 each accident / each employee / policy limit and Five Million Dollars (\$ 5,000,000) in Umbrella / Excess Liability to apply in excess of General Liability, Medical Malpractice Liability, Commercial Automobile Liability, and Employers' Liability and shall be provided by an insurance carrier reasonably acceptable to the City of Asbury Park.

HMM further agrees it will provide a minimum of ten (10) days' notice to the City of Asbury Park of any pending termination or lapse of said insurance policies. HMM agrees to provide the City of Asbury Park at all times reasonably requested, proof that such insurance policies are active, is in the agreed-upon amount and contains the notification term referred to above. In the event that HMM does not obtain such insurance or, having obtained such insurance, same is cancelled or otherwise terminated, the City of Asbury Park may, at its sole option, and on five (5) days prior written notice to HMM, terminate this Agreement and any rights HMM may have pursuant thereto. HMM shall also furnish a certificate of insurance specifically naming the City of Asbury Park, as an additional insured on all Liability policies including general liability and medical malpractice, commercial auto and umbrella / excess liability coverage including bodily injury and property damage with the minimum limits of liability set forth herein.

6.2 HIPAA. HMM and Client intend to comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and the implementing regulations at 45 CFR Parts 160 and 164, as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH") relating to the confidentiality and security of patient health information. HMM and Client acknowledge and agree that from time to time, HIPAA may require modification to this Agreement for compliance purposes. Both Parties further acknowledge and agree to comply with requests by the other Party related to HIPAA.

6.3 Assignment. This Agreement shall not be assigned in whole or in part by either Party hereto without the express written consent of the other Party, except that either Party may assign this Agreement to any one or more of its parent company, affiliates or subsidiaries without the consent of the other Party and except that either Party may assign this Agreement to any successor to all or substantially all of the assets of that Part, and its business by dissolution, merger, consolidation, transfer of assets or otherwise with another non-profit corporation.

6.4 Excluded Persons/Provider Each Party warrants to the other Party that neither it nor any of its directors, officers or owners, and to the best of its knowledge, its employees and agents, have been debarred, suspended, declared ineligible, or excluded from Medicare, Medicaid or any other plan or program that provides health benefits, whether directly through insurance or otherwise, which is funded directly, in whole or in part, by the United States Government or any State health care program. This shall be an ongoing representation and warranty during the term of this Agreement and each Party shall immediately notify the other Party of any change in the status of the representations and warranty set forth in this subsection.

6.5. Non-Discrimination. Neither Party shall discriminate on the grounds of race, color, religion, national origin, age, or sex in any aspect of the provision of Services.

6.6. Notices. Except as otherwise expressly set forth herein, all notices required or permitted to be given hereunder shall be in writing and shall be deemed effective when personally delivered or, by reputable overnight courier, or if mailed, three (3) days after the date deposited in the United States mail, first class, postage prepaid, to the addresses at its current business address:

If to HMH: Hackensack Meridian Team health
343 Thornall Street
Edison, NJ 08837
Attn: Sonya Ferreira, Vice President

CC: Hackensack Meridian Health, Inc
343 Thornall St, 8th Floor
Edison, NJ 08837
Attn: Legal Department

If to Client: City Of Asbury Park,
1 Municipal Plaza
Asbury Park, NJ 07712

6.7 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of New Jersey.

6.8 Waiver The failure of either Party to insist in any one or more instances upon performance of any terms or conditions of this Agreement shall not be construed as a waiver of future performance of any such term, covenant, or condition; but the obligations of such Party with respect thereto shall continue in full force and effect.

6.9 Enforceability/Severance Clause. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid enforceable to the fullest extent permitted by law.

6.10. Access to Books and Records. In accordance with Section 952 of the Omnibus Reconciliation Act of 1980, and the applicable regulations promulgated thereunder, each Party agrees that, until the expiration of four (4) years after the furnishing of services pursuant to this Agreement, it shall, upon written request, make available to the Secretary of the Department of Health and Human Services ("HHS") or the Secretary's authorized representatives, or upon request to the Comptroller General's duly authorized representatives, this Agreement and such books, documents and records that are necessary to certify the nature and extent of costs under this Agreement. This provision shall apply only if the value or cost of this Agreement equals \$10,000 or more over a twelve (12) month period. The availability of each Party's books, documents and records shall be subjected at all times to such criteria and procedures for seeking or obtaining access, as may be promulgated by the Secretary of HHS pursuant to applicable regulations and other applicable laws.

6.11 Compliance Related Matters. HMOTH and Client agree and certifies that the Agreement is not intended to generate referrals for services or supplies for which payment maybe made in whole or in part under any federal health care program. Both Parties covenant to comply with all applicable local, state and federal laws, rules and regulations, including those hereafter adopted in its performance of its duties and obligations under this Agreement, including but not limited to obtaining and maintaining appropriate permits and licenses.

6.12. Venue. To the extent any litigation should be brought, or arise out of, in connection with or by reason of this Agreement, each Party consents to the other Party filing an action in the state courts located in Monmouth County, New Jersey, or federal courts located in the State of New Jersey and further agrees that such courts shall be exclusive courts of jurisdiction and venue for any litigation which either Party may file.

6.13 Service Marks or Trade Names. Neither Party shall use the other party's Service Marks

or Trade Names in advertising or promotional materials or otherwise without the other Party's prior written consent.

6.14 Severability. In the event any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason or in any respect, such invalidity, illegality or unenforceability shall in no event affect, prejudice or disturb the validity of the remainder of this Agreement.

6.15 Jeopardy. The Parties recognize that this Agreement is, at all times subject to applicable local, state and federal laws and regulations, and to amendments in such laws and regulations, as the same shall exist from time to time during the Term of this Agreement. If at any time during the Term of this Agreement any new legislation is enacted by the federal or state government, or if any governmental agency (or representative thereof which administers the Medicare or Medicaid programs, or any other payor or any other federal, state or local governmental agency, passes, issues or promulgates any law, rule, regulation, standard or interpretation which HMOTH reasonably determines would render this Agreement illegal, jeopardize HMOTH's, its parent company's or any of its parent company's affiliates' tax exempt status, jeopardize the tax exempt status of any bonds or debt instruments issued on behalf of the aforesaid tax exempt organizations, or could cause significant and material legal and/or economic consequences for any Party hereto, (collectively, referred to as "Jeopardy Events"), this Agreement shall be promptly renegotiated and revised so as to eliminate the violation, non-complying or otherwise offending aspects hereof. In the event the Parties are unable to renegotiate and revise the Agreement, as it relates only to this provision, either Party may terminate the Agreement upon thirty (30) days prior written notice to the other Party. If this Agreement is not so amended in writing within thirty (30) business days after said notice is given, this Agreement shall terminate at midnight of the 30th business day after said notice is given.

6.16 Force Majeure. A party ("Affected Party") shall not be deemed in default of this Agreement, nor shall it hold the other party ("Unaffected Party") responsible for, any cessation, interruption or delay in the performance of the Affected Party's obligations due to events beyond the reasonable control of the Affected Party, including, but not limited to, earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, pandemic, epidemic, labor strike, lockout, boycott or other similar event provided that the Affected Party relying upon this provision: (1) gives prompt written notice thereof to the Unaffected Party, and (2) takes all steps reasonably necessary to mitigate the effects of the force majeure event. If a force majeure event extends for a period in excess of thirty (30) days in the aggregate, the Unaffected Party may immediately terminate this Agreement upon written notice to the Affected Party.

6.17 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement, Delivery of an executed

counterpart of the signature page to this Agreement by facsimile or email with scan attachment shall be as effective as delivery of a manually executed counterpart of this Agreement.

6.18 Modification and Waiver. This Agreement may be amended, modified, superseded, canceled, renewed or extended and the terms hereof may be waived only by a written instrument executed by both Parties hereto. No such amendment, postponement or waiver shall be deemed to extend to any prior or subsequent matter, whether or not similar to the subject matter of such amendment, postponement or waiver. The waiver by either Party hereto of a breach or violation of any provision of this Agreement will not operate as, or be construed to be a waiver of any subsequent breach of the same or another provision hereof.

6.19. Entire Agreement. This Agreement, when fully executed, shall supersede any and all prior and existing agreements, either oral or in writing, and contains all the covenants and agreements between the Parties with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, HMH and Client have duly executed this Agreement on the date first set forth above.

Hackensack Meridian Team Health P.C.

DocuSigned by:
By: Sonya Ferreira
TA1DF28347AF423...
An Authorized Signatory
Sonya Ferreira VP, Team Health

City of Asbury Park

By: _____
An Authorized Signatory

Print Name/Title: _____

Attachment: City of Asbury Park Contract Signed (2024-92 : Authorizing a Professional Services contract to Hackensack Meridian Team Health

Exhibit A
SOW

Attachment: City of Asbury Park Contract Signed (2024-92 : Authorizing a Professional Services contract to Hackensack Meridian Team Health



CERTIFICATE OF LIABILITY INSURANCE

DATE (M/D/YYYY) **3.D.21.b**
04/24/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hilb Group of New Jersey, LLC dba William H Connolly & Co 101 Eisenhower Parkway, Suite 400 Roseland NJ 07068	CONTACT NAME: Barbara Haggerty PHONE (A/C, No, Ext): (973) 744-8500 E-MAIL ADDRESS: bhaggerty@hilbgroup.com FAX (A/C, No): (973) 744-6021
INSURED Hackensack Meridian Health, Inc. 343 Thornall Street, 8th Floor Edison NJ 08837	INSURER(S) AFFORDING COVERAGE INSURER A: Safety National Casualty Corp INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A	SP4066695	06/30/2023	06/30/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

This policy is Excess Workers Compensation insurance for a state approved self-insured Workers Compensation insurance plan.

CERTIFICATE HOLDER

CANCELLATION

City of Asbury Park City Hall One Municipal Plaza Asbury Park NJ 07712	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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**Asbury Park, New Jersey
ORDINANCE NO. 2024-13**

**ORDINANCE OF THE CITY OF ASBURY PARK CREATING ARTICLE 13-1400,
ENTITLED “LEAD-BASED PAINT INSPECTIONS FOR RESIDENTIAL RENTAL
DWELLINGS,” OF PART 2, “RENTAL PROPERTY,” OF CHAPTER 13, “PROPERTY
IMPROVEMENT AND NEIGHBORHOOD PRESERVATION - PROPERTY
MAINTENANCE CODE,” OF “THE CODE OF THE CITY OF ASBURY PARK”**

WHEREAS, the City of Asbury Park (the “City”) is establishing Article 13-1400, entitled “Lead-Based Paint Inspections for Residential Rental Dwellings,” of Part 2 “Rental Property,” of Chapter 13 “Property Improvement and Neighborhood Preservation - Property Maintenance Code,” of “The Code of the City of Asbury Park” (also referenced as the “City Code”); and

WHEREAS, the Mayor and Council wish to establish new rental property standards in Article 13-1400 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 Article 13-400, entitled “Lead-Based Paint Inspections for Residential Rental Dwellings,” of Part 2 “Rental Property,” of Chapter 13, “Property Improvement and Neighborhood Preservation - Property Maintenance Code,” of “The Code of the City of Asbury Park” is hereby supplemented as follows:

Chapter 13. Property Improvement and Neighborhood Preservation - Property Maintenance Code

Article 13-1400. Lead-Based Paint Inspections For Residential Rental Dwellings.

§13-1400.1 Definitions.

As used in this Section, the following terms shall have the meanings indicated below:

CITY CODE ENFORCEMENT OFFICER

The City Code Enforcement Housing Officer or designee.

DUST WIPE SAMPLING

A sample collected by wiping a representative surface and tested in accordance with a method approved by the United States Department of Housing and Urban Development (HUD) and as conducted pursuant to N.J.A.C. 5:28A-2.3.

LEAD ABATEMENT

Measures designed to permanently eliminate lead-based paint hazards in accordance with standards established by the Commissioner of Community Affairs in compliance with standards promulgated by the appropriate federal agencies.

LEAD ABATEMENT CONTRACTOR

A firm certified by the New Jersey Department of Health to perform lead abatement or interim control work pursuant to N.J.A.C. 5:17.

LEAD ABATEMENT WORKER

An individual certified by the New Jersey Department of Health to perform lead abatement work pursuant to N.J.A.C. 8:62.

LEAD EVALUATION CONTRACTOR

A person certified by the New Jersey Department of Community Affairs to perform lead inspection and risk assessment work pursuant to N.J.A.C. 5:171.1 et seq.

LEAD FREE

A dwelling that has been found to have no outstanding lead-based paint hazards. It does not mean that the dwelling is certified to be lead free.

LEAD INSPECTOR/RISK ASSESSOR

An individual certified by the New Jersey Department of Health to perform lead inspection and risk assessment work pursuant to N.J.A.C. 8:62. This includes the ability to perform dust wipe sampling.

LEAD SAFE

A dwelling that has been found to have no outstanding lead-based paint hazards. It does not mean that the dwelling is certified to be lead free.

LEAD-BASED PAINT

Paint or other surface coating material that contains lead in excess of 1.0 milligram per centimeter squared or in excess of 0.5% by weight, or such other level as may be established by federal law.

LEAD-BASED PAINT HAZARD

Any condition that causes exposure to lead from lead-contaminated dust or soil or lead-contaminated paint that is deteriorated or present on surfaces would result in adverse human health effects.

LEAD-FREE CERTIFICATION

The certificate issued in accordance with N.J.A.C. 5:17, which states that there is no lead-based paint or that the dwelling has undergone lead abatement, in accordance with N.J.A.C. 5:17.

LEAD-SAFE CERTIFICATION

The certification issued pursuant to N.J.A.C. 5:28A, which confirms that a periodic lead-based paint inspection was performed, and no lead-based paint hazards were found. This certification is valid for two years from the date of issuance, in accordance with N.J.A.C. 5:28A-2.4.

MUNICIPAL LEAD INSPECTOR

A lead evaluation contractor retained by the City.

PERIODIC LEAD-BASED PAINT INSPECTION

The initial inspection of all applicable dwelling units at the earlier of two years from the effective date of P.L. 2021, c. 182 (July 22, 2022) (N.J.S.A. 52:27D-437.6), or tenant turnover and, thereafter, the earlier of three years or upon tenant turnover, consistent with N.J.A.C. 5:28A-2.1, for the purposes of identifying lead-based paint hazards in dwellings subject to this section.

REMEDIATION

Interim controls or lead abatement work undertaken in conformance with this section to address lead-based paint hazards.

TENANT TURNOVER

The time at which all existing occupants vacate a dwelling unit and all new tenants move into the dwelling unit or the time at which a new tenant enters a vacant dwelling unit.

VISUAL ASSESSMENT

A visual examination for deteriorated paint or visible surface dust, debris, or residue, and as conducted pursuant to N.J.A.C. 5:28A-2.3.

§13-1400.2. Applicability.

All rental single-family, two-family, and multiple dwelling units must be inspected for lead-based paint hazards in accordance with this section except for the following:

- a. Dwellings constructed during or after 1978.
- b. Single-family and two-family seasonal rental dwelling units that are rented for less than six months' duration each year by tenants that do not have consecutive lease renewals.
- c. Dwelling units that have been certified to be free of lead-based paint pursuant to N.J.A.C. 5:17.
- d. Multiple rental dwelling units constructed prior to 1978 that have been registered with the Department of Community Affairs for at least 10 years and have no outstanding paint violations from the most recent cyclical inspection.

§13-1400.3. Lead-based paint inspections.

- a. All applicable inspections shall apply to interior spaces within dwellings. This is interpreted to include any common areas that tenants of a rental dwelling have access to, including hallways and basements, in two-family and multiple dwelling rentals. Dust wipe samplings are required for all lead-based paint inspections.
- b. Initial inspection. The owner shall have every dwelling unit, as defined under this section, inspected for lead-based paint hazards upon tenant turnover or within two years of the effective date of P.L. 2021, c. 182, July 22, 2022, whichever is sooner. The first inspection must take place no later than July 22, 2024.
- c. Subsequent inspection. After initial inspection, the owner shall have all such dwelling units inspected for lead-based paint hazards every three years or upon tenant turnover after two years. An inspection shall not be required at tenant turnover if it occurs within the two years of a valid lead-safe certification for the dwelling unit.
- d. Every owner of a dwelling unit subject to this section shall be responsible for obtaining the required inspection. The owner is to directly hire and pay for the lead evaluation contractor to conduct the periodic lead-based paint inspections for lead-based paint. Inspections shall be conducted pursuant to N.J.A.C. 5:28A-2.3.
- e. The Code Enforcement Office will provide a list of lead evaluation contractors certified by the New Jersey Department of Community Affairs to perform lead inspection and risk assessment work pursuant to N.J.A.C. 5:171.1 et seq. to owners who request it.

§13-1400.4. City-facilitated inspection.

A Municipal Lead Inspector or vendor designated by the City shall be authorized and empowered to conduct periodic lead-based paint inspections for all applicable rental dwelling units in accordance with N.J.S.A. 52:27D-437.16 and N.J.A.C. 5:28A-1.1 et seq.

- a. Notice of inspection.
 1. Request for an initial lead inspection by a City-facilitated inspector or vendor must be submitted in writing by the property owner a minimum of 10 business days' prior to the scheduled date of tenant turnover. It is the responsibility of the property owner to schedule inspections.
 2. Request for a City-facilitated or vendor inspection must be submitted in writing by the property owner a minimum of 10 business days prior to the scheduled date of tenant turnover or expiration of the required three-year inspection period.
- b. Inspection fees.
 1. Inspection fees shall not exceed five hundred dollars (\$500.00) per rental unit.

2. Inspection fees shall not apply if the property owner hires a private lead evaluation contractor who meets the qualifications of the New Jersey Department of Community Affairs.
- c. Every inspection for which the landlord, tenant, owner or agent has failed to provide access for inspection shall be deemed a failed inspection and the inspection fees shall be forfeited. If an owner desires to cancel an inspection, a written notice of cancellation must be provided to the City a minimum of 24 business hours in advance of the scheduled inspection. Business hours are Monday through Friday, 9:00 a.m. through 5:00 p.m., excluding holidays.

§13-1400.5. Owner option to designate a private lead evaluation contractor.

- a. A dwelling owner or landlord may hire a private lead evaluation contractor certified to provide lead paint inspection services in accordance with N.J.S.A. 52:27D-437.1 et seq., to conduct lead paint inspections and provide lead-safe or lead-free certificates in lieu of obtaining a City-facilitated inspection. Dust wipe samplings are required for all lead-based paint inspections.
- b. The City retains the authority to prohibit an owner from directly hiring a private lead evaluation contractor to conduct a periodic lead-based paint inspection where:
 1. The owner previously opted to hire a lead evaluation contractor to perform the periodic lead-based paint inspection and failed to have the inspection completed.
 2. The City determines there is a conflict of interest between the owner and their lead evaluation contractor of choice.
- c. If the City restricts the owner from directly hiring a private lead evaluation contractor, the City shall provide written notice to the owner that a City-facilitated inspection or inspection through a preferred City vendor is required with applicable fees.

§13-1400.6. Lead-safe certificate.

If no lead-based paint hazards are identified upon inspection, the licensed lead inspector/risk assessor or contractor shall certify the dwelling as lead-safe on the form prescribed from the Department of Community Affairs.

- a. A lead-safe certificate shall be valid for two years from the date of issuance.
 1. If, during the two-year certification period, a lead evaluation contractor, lead inspector/risk assessor, or a local health department conducts an independent inspection or risk assessment and determines that there is a lead-based paint hazard, the lead-safe certification issued pursuant to this section in accordance with N.J.A.C. 5:28A shall be invalid.

2. The lead-safe certification shall not exempt the dwelling from any other law that would require a lead inspection/risk assessment.
- b. Filing fee for certifications issued following inspections.
1. Lead-safe or lead-free certification: \$50 per dwelling unit. This fee shall include a \$20 per unit assessment in accordance with N.J.S.A. 52:27D-437.16(h).
 2. Lead-safe or lead-free certifications dated prior to the effective date of Article 13-1400 shall be assessed a fee of \$20 per unit in accordance with N.J.S.A. 52:27D-437.16(h).
- c. A copy of the lead-safe certificate shall be filed with the City Code Enforcement Officer.

§13-1400.7. Identification of a lead-based paint hazard.

- a. If lead-based paint hazards are identified upon inspection, the inspector shall notify the Department of Community Affairs for review of the findings, in accordance with the Lead Hazard Control Assistance Act.
- b. If the lead-based paint hazard is identified in an inspection of one of the dwelling units in a building consisting of two or more dwelling units, then the lead contractor shall inspect the remainder of the building's dwelling units, with the exception of those dwelling units that have been certified to be free of lead-based paint or which have a valid lead-safe certification.

§13-1400.8. Responsibility for remediation of lead-based paint hazards.

The owner of the dwelling unit shall be responsible for remediation of the lead-based paint hazard. Remediation and any reinspections required following remediation must be conducted consistent with N.J.A.C. 5:28A-2.5. Documentation of such remediation shall be provided to the City Code Enforcement Officer.

§13-1400.9. Owner responsibility.

- a. The owner of the dwelling that is subject to this section shall provide the tenant and City evidence of a valid lead-safe certification obtained pursuant to this section at the time of tenant turnover. The owner shall also affix a copy of any such certification as an exhibit to the tenant's lease.
- b. The owner shall notify the City in writing to schedule the lead paint hazard inspection.
- c. The owner of a multiple dwelling that is subject to this section shall provide evidence of the most recent tenant turnover, at the time of any cyclical inspection performed pursuant to the Hotel and Multiple Dwelling Law, N.J.S.A. 55:13A-1 et seq.

- d. The owner of a dwelling that is subject to this section shall maintain a record of the lead-safe certification, which shall include the name or names of a unit's tenants, if the inspection was conducted during a period of tenancy.
- e. The owner of any dwelling subject to this section shall inform the City Code Enforcement Officer of all tenant turnover activity to ensure any required inspection may be scheduled.
- f. The owner of a dwelling shall provide a copy of this section, and any lead-safe certifications issued pursuant thereto, along with the accompanying guidance document, "Lead-Based Paint in Rental Dwellings," to any prospective owners of the dwelling during a real estate transaction, settlement, or closing.

§13-1400.10. Violations and penalties.

- a. Pursuant to N.J.S.A. 52:27D-437.6 and N.J.A.C. 5-28A-4.1, the City Code Enforcement Officer is authorized to conduct investigations and issue penalties in order to enforce an owner's failure to comply with this section.
- b. A property owner/landlord shall comply with the requirements of P.L. 2021, c. 182, and this section. If a City Code Enforcement Officer determines that a property owner has failed to comply with the inspection requirements of this section, the property owner shall be given a thirty-day notice to cure any violation by ordering the necessary inspection or by initiating any required remediation. If the dwelling owner has not cured the violation within 30 days, the owner shall be subject to a penalty not to exceed \$1,000 per week until the required inspection has been conducted or remediation efforts initiated. Remediation efforts shall be considered to be initiated when the dwelling owner has hired a lead abatement contractor or other qualified party to perform lead hazard control methods.
- c. Any other violation of the provisions of this section shall be subject to a fine of not less than \$50 nor more than \$500 for each offense.

BE IT FURTHER ORDAINED, that all other provisions of Chapter 13 of the City Code which are not referenced in this Ordinance shall remain unaffected/unchanged and remain in full force and effect.

BE IT FURTHER ORDAINED, that all parts and provisions of any Ordinance which are inconsistent with the provisions of this Ordinance shall be repealed to the extent of such inconsistency.

BE IT FURTHER ORDAINED, that the provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.

BE IT FURTHER ORDAINED, that this Ordinance shall take effect upon final passage and publication in accordance with the law, following the required twenty (20) day period after adoption, as set forth in N.J.S.A. 40:69A-181(b).

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2024-13 which was finally adopted by the City Council at a meeting held on the 8th day of May, 2024

LISA ESPOSITO
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2024-14**

**ORDINANCE OF THE CITY OF ASBURY PARK AMENDING AND
SUPPLEMENTING ARTICLE 13-1300, ENTITLED “SHORT-TERM RENTALS,” OF
PART 2, “RENTAL PROPERTY,” OF CHAPTER 13, “PROPERTY IMPROVEMENT
AND NEIGHBORHOOD PRESERVATION - PROPERTY MAINTENANCE CODE,” OF
“THE CODE OF THE CITY OF ASBURY PARK”**

WHEREAS, the City of Asbury Park (the “City”) previously established Article 13-1300, entitled “Short-Term Rentals,” of Part 2 “Rental Property,” of Chapter 13 “Property Improvement and Neighborhood Preservation - Property Maintenance Code,” of “The Code of the City of Asbury Park” (also referenced as the “City Code”); and

WHEREAS, the Mayor and Council wish to revise Article 13-1300 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 Section 8-11, entitled “Rates; Display of Rates Required,” of Chapter 8, “Taxicabs, Liveries and Valet Parking,” 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 13. Property Improvement and Neighborhood Preservation - Property Maintenance Code

Part 2. RENTAL PROPERTY

Article 13-1300. Short-Term Rentals

§ 13-1300. SHORT-TERM RENTALS.

§ 13-1300.1. Purpose.

The Asbury Park City Council finds and declares that the short-term rental of limited residential dwelling units within the City benefits the local community by affording owners of such units the ability to garner additional income from their real property (also referenced as "property") in order to diminish the financial burden of carrying costs and maintenance expenses related to the property, as well as providing travelers with an alternative option for accommodations in the City, thereby promoting the local travel and tourism industry, and contributing to the economic vitality of the City. Notwithstanding those benefits, the City Council also finds and declares that certain transitory uses of residential property tend to affect the residential character of the

community and, if unregulated, can be injurious to the health, safety and welfare of the community.

The intended purposes of this Section are to: a) balance the rights of the owners of residential dwelling units proposed for short-term rental use and the City's business community affected by the allowance and existence of short-term rentals; b) protect the public health, safety and general welfare of individuals and the community at large; c) provide for an organized and reasonable process for the short-term rental of certain defined classifications of residential dwelling units in the City; d) monitor and provide a reasonable means for the mitigation of impacts created by such transitory uses of residential properties within the City of Asbury Park; e) preserve and protect the long-term housing market stock in the City; f) implement rationally based and reasonably tailored regulations to protect the integrity of the City's residential neighborhoods, and g) ensure that the short-term rental property inventory in the City satisfies basic property maintenance standards, in order to protect the safety of occupants and the citizens of the City.

The Asbury Park City Council has therefore determined that it shall be unlawful for any owner of any property within the geographic bounds of the City of Asbury Park, New Jersey, to rent or operate a short-term rental contrary to the procedures and regulations established in this Section, or applicable State statute.

§ 13-1300.2. Authority.

In accordance with New Jersey law, a municipality may make and enforce within its limits all ordinances and regulations not in conflict with general laws, as it may deem necessary and proper for the good government, order and protection of persons and property, and for the preservation of the public health, safety and welfare of the municipality and its inhabitants. The City of Asbury Park hereby adopts the within Ordinance in accordance with said authority.

§ 13-1300.3. Definitions.

As used in this Section, the following terms shall have the meanings indicated below:

HOTEL

Establishments as defined in N.J.A.C. 18:24-3.4, as amended from time to time.

OWNER

shall mean an individual or entity holding title to a property proposed for short-term rental, by way of a legally recorded Deed.

OWNER-OCCUPIED

shall mean the owner of the property resides in the short term rental property (also referenced as "STRP"), or in the principal residential unit with which the STRP is associated on the same lot, and identifies same as his or her principal residence as that term is defined in this Section. For purposes of this Section, if the owner of the property is an entity other than an individual or individuals, then at least one principal or member of the owner entity must reside in the STRP, or in the principal residential unit with

which the STRP is associated on the same lot, and identify same as his or her principal residence as that term is defined in this Section.

PRINCIPAL RESIDENCE

shall mean the address: (1) where at least one of the property owners spends the majority of his or her non-working time, and (2) which is most clearly the center of his or her domestic life, and (3) which is identified on his or her driver's license, state identification card as being his or her legal address, and (4) which is shown on the front page of his or her most recent Federal 1040 tax return, and (5) which is ~~recorded with the United States Postal Service as their primary residence~~ shown on a bank statement within the past three months. All the above requirements must be met in order for an address to constitute being a principal residence for purposes of this Section.

PROPERTY

shall mean a parcel of real property located within the boundaries of the City of Asbury Park, Monmouth County, New Jersey.

RESPONSIBLE PARTY

shall mean both the short-term rental property owner and a person (property manager) designated by the owner to be called upon and be responsible at all times during the period of a short-term rental and to answer for the maintenance of the property, or the conduct and acts of occupants of the short-term rental property, and, in the case of the property manager, to accept service of legal process on behalf of the owner of the short-term rental property.

SECTION

shall mean Article **13-1300**, Entitled "Short-Term Rentals," as contained within Part 2, "Rental Property," of Chapter XIII, "Property Improvement and Neighborhood Preservation - Property Maintenance Code," of the Code of the City of Asbury Park, New Jersey.

SHORT-TERM RENTAL (also referenced as "STR")

shall mean the accessory use of a dwelling unit for occupancy by someone other than the unit's owner or permanent resident for a period of thirty (30) or less consecutive days, up to a cumulative total period of not to exceed one hundred eighty (180) days in a calendar year, which dwelling unit is regularly used and kept open as such for the lodging of guests, and which is advertised or held out to the public as a place regularly rented to transient occupants, as that term is defined in this Section.

SHORT-TERM RENTAL PROPERTY (also referenced as "STRP")

shall mean a residential dwelling unit as defined in Chapter XIII of the Code of the City of Asbury Park, that is used and/or advertised for rent as a short-term rental by transient occupants as guests, as those terms are defined in this Section. Dwelling units rented to the same occupant for more than thirty (30) continuous days, licensed Bed and Breakfast establishments, licensed rooming or boarding houses, hotels, and motels shall not be considered Short-Term Rental Property.

SHORT-TERM RENTAL PROPERTY AGENT

shall mean any New Jersey licensed real estate agent or other person designated and charged by the owner of a short-term rental property, with the responsibility for making the STR application to the City on behalf of the owner, and fulfilling all of the obligations in connection with completion of the short-term rental property permit application process on behalf of the owner. Such person shall be available for, and responsive to contact on behalf of, the owner, at all times.

TRANSIENT OCCUPANT

shall mean any person or a guest or invitee of such person, who, in exchange for compensation, occupies or is in actual or apparent control or possession of residential property, which is either: (1) registered as a short-term rental property, or (2) satisfies the definition of a short-term rental property, as such term is defined in this Section. It shall be a rebuttable presumption that any person who holds themselves out as being an occupant or guest of an occupant of the short-term rental is a transient occupant.

§ 13-1300.4. Regulations Pertaining to Short-Term Rentals.

- a. It shall be unlawful for any owner of any property within the geographic bounds of the City of Asbury Park, New Jersey, to rent or operate a short-term rental contrary to the procedures and regulations established in this Section or applicable State statute.
- b. Short-term rentals shall be permitted to be conducted in the following classifications of property in the City of Asbury Park:
 1. Condominium units, where the Condominium Association By-Laws or Master Deed permit a short-term rental, and where the owner of the unit legally identifies the address as his or her principal residence;
 2. Individually or collectively owned single-family residences, which one of the owners legally identifies as the address of his or her principal residence, as that term is defined herein;
 3. Up to two separate units within a two-family residential dwelling, where one of the two units is occupied by the owner and identified by the owner as his or her principal residence, as that term is defined herein;
 4. Not more than two separate units in any multifamily residential dwelling, where one other unit in the same dwelling is occupied by the owner and identified by the owner as his or her principal residence, as that term is defined herein; and
 5. Not more than two bedrooms within a single-family residential dwelling unit, where the bedrooms share common kitchen and bathroom facilities with the occupant of the dwelling unit, and the remainder of the single-family dwelling unit is occupied by the owner and identified by the owner as his or her principal residence, as that term is defined herein.

- c. Notwithstanding the provisions of Subsection **b.** above, short-term rentals shall not be permitted in boarding or rooming houses, dormitories, foster homes, adult family care homes, assisted living facilities, community residences for developmentally disabled persons, community shelters for victims of domestic violence, or nursing homes. Further, short term rental of the following properties is prohibited:
1. Condominiums or townhomes, where the Condominium Association By-Laws or Master Deed, or Condominium Rules and Regulations, do not permit such short-term rental of condominium units in the development;
 2. An individually or collectively owned single-family residential dwelling unit, which address none of the owners legally identifies as his or her principal residence;
 3. A unit in a two-family residential dwelling, where the other unit is not occupied by the owner nor legally identified by the owner as his or her principal residence;
 4. Two or more units in a multi-family residential dwelling, and where one of the other units is not occupied by the owner nor legally identified by the owner as his or her principal residence;
 5. A room within a single-family, two-family or multi-family residential dwelling unit, where the room shares common kitchen and bathroom facilities with the occupant(s) of the dwelling unit in which it is located, which occupant(s) is neither the owner of the dwelling unit nor identifies the remainder of the dwelling unit in the single-family, two-family or multi-family residence as his or her principal residence.
 6. Two or more individual rooms within a single-family, two-family or multi-family residential dwelling unit, where the rooms share common kitchen and bathroom facilities with the occupant(s) of the dwelling unit(s) in which they are located, which occupant(s) is neither the owner of the dwelling unit nor identifies the remainder of the dwelling unit in the single-family, two-family or multi-family residence as his or her principal residence.
- d. Notwithstanding the prohibitions set forth in Subsections c1 through c6 above, in the event that a property owner was eligible under, and complied with the regulations of, the prior Summer Rental License Ordinance (which was found at former Section 12-8 of the City Code) during the calendar year 2017, and that owner made application for, registered and received a valid Summer Rental License in 2017 pursuant to the (former) Summer Rental License Ordinance, then that property owner, if intending to apply for a short-term rental permit pursuant to this Section, shall be exempt from the specific requirement set forth above which mandates that the short-term rental property must be the principal residence of the owner applying for a short-term rental permit.

e. The exemption and right specified in Subsection **d.** above, however, shall be limited and restricted only to the owner of the property that received a valid 2017 Summer Rental License, and shall not run with the land to subsequent purchasers, grantees or transferees, unless otherwise stated in Subsection **g** below. This exemption shall extinguish upon the occurrence of any of the following:

1. The owner of the property allowing the expiration of the STR permit, without having made a timely application for renewal of the permit prior to its expiration date; or
2. The revocation of the STR permit for any violation(s) as set forth in this Section; or
3. The sale or transfer of title to the property to any other individual, or entity, whether or not any of the current owner(s) is a principal or member in the grantee entity.

In the event of the occurrence of any of the above events, then the property shall no longer be afforded the benefit of this exemption, and the owner must comply with all of the requirements of this Section, including the principal residence provision, in order to obtain a valid STR permit.

f. The provisions of this Section shall apply to short-term rentals as defined in § **13-1300.3** above. The following do not qualify as a privately-owned residential dwelling unit, as that term is used herein, and therefore do not need to obtain a short-term rental permit pursuant to this Section: any hotel, motel, studio hotel, rooming house, dormitory, public or private club, bed and breakfast inn, convalescent home, rest home, home for aged people, foster home, halfway house, transitional housing facility, or other similar facility operated for the care, treatment, or reintegration into society of human beings; any housing owned or controlled by an educational institution and used exclusively to house students, faculty or other employees with or without their families; any housing operated or used exclusively for religious, charitable or educational purposes; or any housing owned by a governmental agency and used to house its employees or for governmental purposes.

g. A property owner shall be able to transfer a legal short-term rental to family, an estate, etc., upon death and not lose the rights vested as per this section.

§ 13-1300.5. Short-Term Rental Permit, Permit Registration Fee/Application, and Certificate of Occupancy.

a. In addition to any land use requirement(s) set forth by the City of Asbury Park Land Use Regulations, the owner/operator of a short-term rental property shall obtain a short-term rental permit from the City of Asbury Park Department of Property Improvement and Neighborhood Preservation, before renting or advertising for rent any short-term rental.

- b. No person or entity shall operate a STRP, or advertise a residential property for use as a STRP, without the owner/operator of the property first having obtained a STR permit issued by the City of Asbury Park Department of Property Improvement and Neighborhood Preservation. The failure to obtain a valid STR permit prior to advertising the short-term rental property in any print, digital, or internet advertisement or web-based platform, and/or in the MLS or any realtor's property listing shall be a violation of this Section. No STR permit issued under this Section may be transferred or assigned or used by any person or entity, other than the owner to whom it is issued, or at any property location or dwelling unit other than the property for which it is issued.
- c. An owner of property intended to serve as a short-term rental property, as defined herein, or any agent acting on behalf of the owner, shall submit to the City of Asbury Park Department of Property Improvement and Neighborhood Preservation, a short-term rental permit application provided by the City, along with an annual application/registration fee of \$500. Said fee shall be non-refundable, including in the event that the application is denied. The fee shall also constitute the required fee for the rental Certificate of Occupancy application, referenced below.
- d. The short-term rental permit, if granted, shall be valid for a period of one year from the date of issuance.
- e. The owner of a short-term rental property, as defined herein, or any agent acting on behalf of the owner, who intends to rent all of the property, or any permitted part thereof as a short-term rental, shall also make application to the Department of Property Improvement and Neighborhood Preservation, in conjunction with the short-term rental permit application, for the issuance of a rental Certificate of Occupancy for the short-term rental property, on such forms as required by that Department.
- f. A short-term rental permit and rental Certificate of Occupancy shall be renewed on an annual basis, based upon the anniversary of the original permit issuance, by submitting to the Department of Property Improvement and Neighborhood Preservation, a short-term rental permit application and rental Certificate of Occupancy application and a renewal registration fee of \$100. A reinspection fee of \$85 shall apply for each failed reinspection.
- g. The short-term rental permit shall expire automatically when the short-term rental property changes ownership, and a new initial application and first-time registration fee will be required in the event that the new owner intends to use the property as a short-term rental property. A new application and first-time registration fee shall also be required for any short-term rental that had its short term rental permit revoked or suspended.

§ 13-1300.6. Application Process for Short-Term Rental Permit and Inspections.

- a. Applicants for a short-term rental permit shall submit, on an annual basis, an application for a short-term rental permit to the City of Asbury Park Department of Property

Improvement and Neighborhood Preservation. The application shall be furnished, under oath, on a form specified by the City Manager, accompanied by the non-refundable application fee as set forth in § 13-1300.5 above. Such application shall include:

1. The name, address, telephone number and email address of the owner(s) of record of the dwelling unit for which a permit is sought. If such owner is not a natural person, the application must include and identify the names of all partners, officers and/or directors of any such entity, and the personal contact information, including address, telephone numbers as well as email address for each of them;
2. The address of the unit to be used as a short-term rental;
3. A copy of the driver's license, or state identification card of the owner of the short-term rental property, confirming, as set forth in this section, that the property is the principal residence, as that term is defined herein, of the owner making application for the STR permit. In addition, the applicant must provide:
 - (a) A copy of applicant's front page of the Federal 1040 tax return where the tax identification number and financial information has been redacted or made illegible (past immediate two years for initial permit applications; the immediate past year for renewals).
 - ~~(b) United States Postal Service address record indicating that the application property is the primary residence where the property owner receives their postal mail.~~
 - (b) A copy the applicant's bank statement with account numbers redacted from the past three months showing the applicant's address.
4. The owner's sworn acknowledgement that they comply with the requirement that the short-term rental property constitutes the owner's principal residence, as defined in § 13-1300.3 above, or that the owner is entitled to an exemption from that requirement as set forth in § 13-1300.4d above;
5. The name, address, telephone number and email address of the short-term rental property agent, which shall constitute his or her 7 day a week, 24- hour a day contact information;
6. The name, address, telephone number and email address of the short-term rental property responsible party, which shall constitute his or her 7 day a week, 24-hour a day contact information;
7. The owner's sworn acknowledgement that he or she has received a copy of this Section, has reviewed it, understands its requirements and certifies, under oath, as to the accuracy of all information provided in the permit application;

8. The number and location of all parking spaces available to the premises, which shall include the number of legal off-street parking spaces and on-street parking spaces directly adjacent to the premises. The owner shall certify that every effort will be made to avoid and/or mitigate issues with on-street parking in the neighborhood in which the short-term rental is located, resulting from excessive vehicles generated by the short-term rental of the property, in order to avoid a shortage of parking for residents in the surrounding neighborhood;
 9. The owner's agreement that all renters of the short-term rental property shall be limited to one (1) vehicle per two occupants in the short-term rental property;
 10. The owner's agreement to use his or her best efforts to assure that use of the premises by all transient occupants will not disrupt the neighborhood, and will not interfere with the rights of neighboring property owners to the quiet enjoyment of their properties; and
 11. Any other information that this Section requires a property owner to provide to the City in connection with an application for a rental certificate of occupancy. The City Manager or their designee shall have the authority to obtain additional information from the STRP owner/applicant or amend the permit application to require additional information, as necessary, to achieve the objectives of this Section.
 12. The owner's agreement to provide upon request full access to their online listing provider to affirm and validate compliance with this Section. Failure to comply with this request may result in suspension or permanent revocation of the STRP.
- b. Every application for a short-term rental permit shall require annual inspections for the STRP's compliance with the City's fire safety regulations and Property Maintenance Code. In addition, each application is subject to review to verify the STRP's eligibility for use as a short-term rental and compliance with the regulations in this section. Failure to abate any outstanding violations prior to occupancy can result in a summons.
 - c. For a condominium short-term rental permit application, a letter of approval by the condominium association must be submitted with the application.
 - d. A zoning permit, which states that the premises are not being occupied or used in violation of the City's Land Use Regulations and Zoning Ordinance, shall be required.
 - e. A sworn statement shall be required that there have been no prior revocations or suspensions of this or a similar license, in which event a license shall not be issued, which denial may be appealed as provided hereinafter.
 - f. Attached to and concurrent with submission of the permit application described in this Section, the owner shall provide:

1. Proof of the owner's current ownership of the short-term rental unit;
 2. Proof of general liability insurance in a minimum amount of \$500,000;
- and
3. Written certifications from the short-term rental property agent and responsible party that they agree to perform all of the respective duties specified in this Section.
- g. The STRP owner/permit holder shall publish the short-term rental permit number issued by the City in every print, digital, or internet advertisement, and/or in the Multiple Listing Service (hereinafter "MLS") or other real estate listing of a real estate agent licensed by the NJ State Real Estate Commission, in which the short-term rental property is advertised for rent on a short term basis.
- h. Each and every time there is a change of occupancy by transient occupants during the year when the permit is active, the STRP owner, or short-term rental property agent must provide the City with information as to the identity of all transient occupants who will be occupying the STRP, on a form to be made available by the Department of Property Improvement and Neighborhood Preservation or in electronic format on the City website. The intent is that the City shall have basic identifying information of all occupants of the STRP at all times, just as required by the City in conjunction with any standard rental Certificate of Occupancy application, which information shall include the occupant's or occupants' names and ages, and the dates of the commencement and expiration of the term of each short-term rental period of the respective occupant(s).
- i. In no event shall a short-term rental property be rented to anyone younger than twenty-one (21) years of age. The primary occupant of all short-term rentals executing the agreement between the owner and the occupant must be over the age of twenty-one (21), and must be the party who will actually occupy the property during the term of the short-term rental. The primary occupant may have guests under the age of twenty-one (21) who will share and occupy the property with them. Both the primary occupant executing the short-term rental agreement and the STRP owner shall be responsible for compliance with this provision, and shall both be liable for a violation, where the property is not occupied by at least one adult over the age of twenty-one, during the term of the short term rental;
- j. The City Manager or their designee may waive irregularities within this Section upon its implementation.

§ 13-1300.7. Issuance of Permit and Appeal Procedure.

- a. Once an application is submitted, complete with all required information and documentation and fees, the Department of Property Improvement and Neighborhood Preservation, following any necessary investigation for compliance with this Section,

shall either issue the short-term rental permit and Certificate of Occupancy, or issue a written denial of the permit application (with the reasons for such denial being stated therein), within ten (10) business days.

- b. If denied, the applicant shall have ten (10) business days to appeal in writing to the City Manager, by filing the appeal with the City Manager's Office.
- c. Within thirty (30) days thereafter, the City Manager or their designee shall hear and decide the appeal. Any further appeal thereafter shall be made to the Superior Court of New Jersey.
- d. A permit shall only be issued after all outstanding violations have been abated.

§ 13-1300.8. Short-Term Rental Operational Requirements.

- a. All short-term rentals must comply with all applicable rules, regulations and ordinances of the City of Asbury Park and all applicable rules, regulations and statutes of the State of New Jersey, including regulations governing such lodging uses, as applicable. The STRP owner shall ensure that the short-term rental is used in a manner that complies with all applicable laws, rules and regulations pertaining to the use and occupancy of a short term rental.
- b. A dwelling unit shall be limited to a single short-term rental contract at a time.
- c. The owner of a STRP shall not install any advertising or identifying mechanisms, such as signage, including lawn signage, identifying the property for rent as a short-term rental property.
- d. Transient occupants of the STRP shall comply with all ordinances of the City of Asbury Park including, but not limited to those ordinances regulating noise and nuisance conduct. Failure of transient occupants to comply shall subject the transient occupants, the owner of the STRP, the Responsible Party and the Short-Term Rental Agent listed in the short term rental permit application, to the issuance of fines and/or penalties, and the possibility of the revocation or suspension of the STRP permit.
- e. The owner of a STRP shall post the following information in a prominent location within the short term rental:
 - 1. Owner name; if owner is an entity, the name of a principal in the entity, and phone number for the owner (individual);
 - 2. The names and phone numbers for the Responsible Party and the Short-Term Rental Agent (as those terms are defined in this Section);
 - 3. The phone numbers for the Asbury Park Police Department, the Asbury Park Fire Department, the City of Asbury Park Department of Code Enforcement and the

City of Asbury Park Department of Property Improvement and Neighborhood Preservation;

4. The maximum number of parking spaces available on site;
 5. Trash and recycling pick-up day, and all applicable rules and regulations regarding trash disposal and recycling;
 6. A copy of the City of Asbury Park Animal House Ordinance and this Section; and
 7. Notification that a guest, Transient Occupant, the Short-Term Rental Property Agent, the Responsible Party or STRP owner may be cited or fined by the City of Asbury Park Police Department or the City of Asbury Park Department of Property Improvement and Neighborhood Preservation, for violations of, and in accordance with any applicable Ordinance(s) of the City of Asbury Park;
- f. In the event any complaints are received by the Asbury Park Police Department or the Department of Property Improvement and Neighborhood Preservation regarding the short-term rental and/or the Transient Occupants in the STRP, and the owner of the STRP is unreachable or unresponsive, both the Responsible Party and the Short-Term Rental Agent listed in the short-term rental permit application shall have the responsibility to take any action required to properly resolve such complaints, and shall be authorized by the STRP owner to do so.
 - g. While a STRP is rented, the owner, the Short-Term Rental Agent, or the Responsible Party shall be available twenty-four hours per day, seven days per week for the purpose of responding within two (2) hours to complaints regarding the condition of the STRP premises, maintenance of the STRP premises, operation of the STRP, or conduct of the guests at the STRP, or nuisance complaints from the Asbury Park Police Department or neighbors, arising by virtue of the short-term rental of the property.
 - h. If the STRP is the subject of two (2) or more substantiated civil and/or criminal complaints, the City Manager or their designee may revoke the short-term rental permit issued for the property, in which case, the STRP may not be the subject of a new STRP permit application for one (1) year following the date of revocation of the permit.
 - i. Failure to make application for, and to obtain the issuance of, a short-term rental permit prior to advertising the STRP in print publications or newspapers, on any internet-based booking platforms, or online, and/or in the MLS or other real estate listing of a real estate agent licensed by the NJ State Real Estate Commission, shall be equivalent to operation of the STRP without a permit, and shall constitute a violation of this Code, and will result in enforcement action and the issuance of a Summons, and shall subject the STRP owner, the Short-Term Rental Agent, and the Responsible Party to issuance of fines and/or penalties.
 - j. The person offering a dwelling unit for short-term rental use must be the owner of the

dwelling unit. A tenant of a property may not apply for a short-term rental permit, nor shall the property or any portion thereof be sub-leased by the tenant on a short-term basis, or operated as a STRP by the tenant. This STRP regulation shall supersede any conflicting provision in a private lease agreement permitting sub-leasing of the property, or any portion of the property. Violation of this Section will result in enforcement action against the tenant, the STRP owner, the Short Term Rental Agent, and the Responsible Party, and will subject all such parties to the issuance of a Summons and levying of fines and/or penalties.

- k. In the event that the City receives three (3) substantiated complaints concerning excessive vehicles belonging to the transient occupants of a STRP, the short-term rental permit for the property is subject to suspension or revocation by the City Manager or their designee. Short-term rental permit holders shall not operate under the terms of this Section during a period of suspension or revocation until such time as the period of suspension or revocation has ended, and the STRP owner is formally notified that they may resume operation. Any appeal of the City Manager's determination to suspend or revoke a short-term rental permit shall be made to the Superior Court of New Jersey.
- l. The STRP owner must be current with all tax and sewer charges assessed to the property prior to the issuance of a short-term rental permit. In the event that any code violations have been issued by the City relating to the STRP, a short-term rental permit shall not be issued until such time as such violations have been properly abated. The STRP owner must also close any open construction permits for the property prior to the issuance of a short-term rental permit.
- m. All fines or penalties issued by the Municipal Court for the City of Asbury Park for any past code violations relating to the STRP, including penalties for failure to appear in Court, must be satisfied in full prior to the issuance of a short-term rental permit.

§ 13-1300.9. Violations and Penalties.

- a. A violation of any provision of the within section may subject the STRP owner, transient occupant(s), the short-term property rental agent, and the responsible party or their agents to fines assessed by the Court up to \$2,000 per violation, per day that the violation exists.
- b. Any ordinances or parts thereof inconsistent herewith shall be amended and supplemented to conform to the provisions contained herein.
- c. If any part of this section is declared unconstitutional or illegal by any court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- d. This section shall take effect upon final passage and publication in accordance with the laws of the State of New Jersey, following the required twenty-day period after adoption, as set forth in N.J.S.A. 40:69A-181(b).

BE IT FURTHER ORDAINED, that all other provisions of Chapter 8 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. 2024-14 which was finally adopted by the City Council at a meeting held on the 8th day of May, 2024

LISA ESPOSITO
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2024-15**

**ORDINANCE OF THE CITY OF ASBURY PARK, IN THE COUNTY OF
MONMOUTH, STATE OF NEW JERSEY, PROVIDING FOR THE SPECIAL
ASSESSMENT OF THE COST OF CERTAIN WASTEWATER, STORMWATER,
ROADWAY, STREETScape, UTILITY AND OTHER INFRASTRUCTURE
IMPROVEMENTS ON BLOCK 4205, LOTS 2 AND 3 WITHIN THE ASBURY PARK
WATERFRONT REDEVELOPMENT AREA AND ESTABLISHING A MECHANISM
FOR PAYMENT OF THE COST THEREOF**

WHEREAS, pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A1 et seq. (the “Redevelopment Law” or the “Act”) and that certain redevelopment plan dated as of June 5, 2002 (as amended and supplemented from time to time, the “Redevelopment Plan”), the City of Asbury Park (the “City”), in the County of Monmouth, State of New Jersey, and Asbury Partners, LLC (the “Master Developer”) entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002 (as the same may be amended and supplemented in accordance with its terms, the “Redeveloper Agreement”) with respect to the Waterfront Redevelopment Area, as defined therein; and

WHEREAS, in order to finance the cost of the infrastructure improvements contemplated by the Redeveloper Agreement, the City has determined that the cost of the infrastructure improvements should be assessed pursuant to N.J.S.A. 40:56-1 et seq. (the “Local Improvements Law”) and/or pursuant to an assessment agreement under the Redevelopment Area Bond Financing Law pursuant to N.J.S.A. 40A:12A-64 et seq. (the “RAB Law”); and

WHEREAS, pursuant to Section 7.1 of the Redeveloper Agreement, the Master Developer is responsible for the costs of certain wastewater, stormwater, roadway, streetscape, utility and other infrastructure improvements (the “Infrastructure Improvements”) within the Waterfront Redevelopment Area, including with respect to Block 4205, Lots 2 and 3 (the “Property”), which Infrastructure Improvements, in whole or in part, constitute:

- (i) redevelopment projects (collectively, the “Infrastructure Redevelopment Project”) to be undertaken pursuant to the Redevelopment Plan in the Waterfront Redevelopment Area, all as contemplated by the Redevelopment Law and RAB Law, and
- (ii) local improvements within the meaning, and for the purposes set forth in the Local Improvement Law for which a special assessment may be imposed; and

WHEREAS, the Master Developer has with entered into a Subsequent Developer

Agreement with PHM Sunset Square Urban Renewal LLC (the “Subsequent Developer”) and the City, dated August 28, 2023, pursuant to which the Subsequent Developer assumed certain rights and obligations of the Master Developer; and

WHEREAS, pursuant to the RAB Law, a municipality may issue bonds (as issued in connection with this Ordinance, the “RABs”) to finance redevelopment projects pursuant to a redevelopment plan within an area in need of redevelopment, which RABs may be secured by, among other things, a special assessment on certain property located within an area in need of redevelopment; and

WHEREAS, the City wishes to enter into a Special Assessment Agreement with the Subsequent Developer for the special assessment of certain Infrastructure Improvements, as listed in Exhibit A of the Special Assessment Agreement, attached hereto as **Exhibit A**.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY, AS FOLLOWS:

Section 1. The defined terms set forth in the recitals contained in this Ordinance are incorporated by reference as it is set forth at length herein.

Section 2. The purpose of this special assessment ordinance is to establish a mechanism for imposing special assessments of all or a portion the cost of the Infrastructure Improvements to be developed, financed and constructed on or benefiting the Property in accordance with the requirements of the Redevelopment Agreement. to be developed financed and constructed on or benefiting the Property in accordance with the requirements of the Redevelopment Agreement. The Infrastructure Improvements will consist of the design, financing, construction and installation of various infrastructure improvements, including but not limited to, wastewater, stormwater, streetscape and utility improvements, including all work necessary therefor and incidental thereto with respect to the Property.

Section 3. Notice is hereby given to the owners of the Property that the City intends to make and levy special assessments against all such Property in the amount and at the time that such Infrastructure Improvements have been completed or at such later time as the City may determine. The actual costs of such Infrastructure Improvements shall be established at the time of installation as certified to the City Engineer, provided that the special assessments for any Property affected by this ordinance shall be made and levied in the manner provided by law and shall be as nearly as possible in proportion to and not in excess of the peculiar benefit, advantage or increase in value that the Property shall be deemed to receive by reason of the Infrastructure Improvements.

Section 4. The following additional matters are hereby determined, declared, recited and stated:

(a) The amount of any special assessment (“Special Assessment”) levied against the

Property shall be determined, at the option of the owner of the Property, in accordance with:

- (i) the procedure set forth in the Local Improvements Law; or
- (ii) pursuant to a special assessment agreement entered into by and between the City and the affected property owner under N.J.S.A. 40A:12A-66 of the RAB Law ("Special Assessment Agreement").

(b) Whether levied under the Local Improvements Law or a Special Assessment Agreement under Section 66 of the RAB Law, the Special Assessments shall be paid over a 30 year period in quarterly installments payable at the time and in the manner that generally applicable property taxes are required to be paid in the City, with legal interest:

- (i) charged on the portion of the Special Assessments allocable to the RABs from the date of issuance through the date that all of the RABs are no longer outstanding, with such legal interest meaning the interest rate on the RABs;
- (ii) charged on the portion of the Special Assessments allocable to the RABs with respect to any installment not paid when due, with such legal interest meaning the highest rate of interest permitted under New Jersey law in the case of unpaid taxes or tax liens until paid; and
- (iii) charged on the portion of the Special Assessments not allocable to the RABs with respect to any installment not paid when due, with such legal interest meaning the highest rate of interest permitted under New Jersey law in the case of unpaid taxes or tax liens until paid, or such lesser portion as may be determined by the City. The first such installment shall commence on the first business day of the quarter immediately following:
 - a. the determination of the peculiar benefit, advantage or increase in value which particular lot or Property shall be deemed to have received as a result of the infrastructure improvements, as required to under N.J.S.A. 40:56-27; or
 - b. with respect to the Property, at the time set forth in a Special Assessment Agreement under the RAB Law provided that any owner of land so assessed shall, with respect to the portion of the Special Assessments allocable to the RABs, have the privilege of paying the whole of such allocable portion of any Special Assessment or any balance of installments with accrued interest thereon at any time. Such Special Assessment shall remain a lien upon the affected Property described herein until the Special Assessment, with all installments and accrued interest thereon, applicable the particular Property shall be paid and satisfied.

(c) No portion of the cost of the Infrastructure Improvements shall be paid from funds raised from the municipal tax levy or other available funds of the City.

(d) Any Special Assessment levied pursuant to Section 4(a)(ii) of this ordinance shall be subject to the terms and conditions set forth in a Special Assessment Agreement to be entered into by the City and the affected property owner substantially in the form attached hereto as Exhibit A, together with such additions, deletions, modifications or revisions as may be required in consultation with counsel to the City to facilitate the transaction contemplated hereby. Any Special Assessment Agreement executed from time to time, and pursuant to which Special Assessment payments are securing bonds issued under the RAB Law, shall be recorded in accordance with the requirements of the RAB Law. The Mayor is hereby authorized and directed to execute the Special Assessment Agreement and the City Clerk is hereby authorized and directed to attest to such signature, and to affix the corporate seal of the City upon the Special Assessment Agreement.

(e) The City hereby determines that:

- (i) it shall have the right to charge Owner(s) of the Property legal interest (a) charged on the portion of the Special Assessments allocable to the RABs from the date of issuance through the date that all of the RABs are no longer outstanding, with such legal interest meaning the interest rate on the RABs;
 - a. charged on the portion of the Special Assessments allocable to the RABs with respect to any installment not paid when due, with such legal interest meaning the highest rate of interest permitted under New Jersey law in the case of unpaid taxes or tax liens until paid; and
 - b. charged on the portion of the Special Assessments not allocable to the RABs with respect to any installment not paid when due, with such legal interest meaning the highest rate of interest permitted under New Jersey law in the case of unpaid taxes or tax liens until paid, or such lesser portion as may be determined by the City; and
- (ii) in lieu of the levy of the special assessment described herein pursuant to the Local Improvements Law, the special assessment may be charged, collected and otherwise applied in the manner set forth in the Special Assessment Agreement.

Section 5. The Mayor is hereby authorized and directed to determine all matters and terms in connection with the Special Assessment or the Special Assessment Agreement, all in consultation with the counsel to the City, and the manual or facsimile signature of the Mayor upon any documents shall be conclusive as to all such determinations. The Mayor, the City Manager, the Chief Financial Officer, the City Clerk and any other City official, officer or professional, including but not limited to, redevelopment counsel, bond counsel, the financial advisor and the auditor to the City, are each hereby authorized and directed to execute and deliver such documents as are necessary to facilitate the transactions contemplated hereby, and to take such actions or refrain from such actions as are necessary to facilitate the transactions contemplated hereby, in consultation with, as applicable, redevelopment counsel, bond counsel, the financial advisor and the auditor to the City, and any and all actions taken heretofore with respect to the transactions contemplated hereby are hereby ratified and confirmed.

Section 6. Nothing in this ordinance is intended to abrogate or in any way limit the general application of that certain ordinance adopted by the City on February 20, 2013 and entitled “An Ordinance of the City of Asbury Park, in the County of Monmouth, New Jersey, Providing for the Special Assessment of the Cost of Certain Wastewater, Stormwater, Roadway, Streetscape, Utility and Other Infrastructure Improvements in Portions of the Prime Renewal Area and the Boardwalk Area within the Asbury Park Waterfront Redevelopment Area and Establishment of a Mechanism for Payment of the Cost Thereof”.

Section 7. This ordinance shall take effect as provided 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. 2024-15 which was finally adopted by the City Council at a meeting held on the 8th day of May, 2024

LISA ESPOSITO
CITY CLERK

THIS AGREEMENT AND THE ORDINANCES APPROVING THE AGREEMENT SECURE BONDS OR OTHER OBLIGATIONS ISSUED IN ACCORDANCE WITH THE PROVISIONS OF THE “REDEVELOPMENT AREA BOND FINANCING LAW” AND THE LIEN HEREOF IN FAVOR OF THE HOLDER OF SUCH BONDS OR OTHER OBLIGATIONS IS A MUNICIPAL LIEN SUPERIOR TO ALL OTHER NON-MUNICIPAL LIENS HEREAFTER RECORDED

Record and return to:

David A. Clark, Esq.
Dilworth Paxson LLP
4 Paragon Way, Suite 400
Freehold, New Jersey 07728

**Special Assessment Agreement
By and Among
The City of Asbury Park
and
PHM SUNSET SQUARE URBAN RENEWAL, LLC (the “Entity”)**

Attachment: Special Assessment Agreement.041524 (00431124xE471A) (2024-15 : PHM Sunset Square Block 4205, Lots 2 and 3 Special

THIS SPECIAL ASSESSMENT AGREEMENT (hereinafter, the “**Agreement**”), made this ____ day of _____, 2024, by and between **PHM SUNSET SQUARE URBAN RENEWAL LLC** (the “**Entity**”), the Entity being qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq., with offices as hereinafter specified, along with its or their permitted successors and/or assigns, and the **CITY OF ASBURY PARK**, a municipal corporation in the County of Monmouth and the State of New Jersey (the “**City**”, and together with the Entity, the “**Parties**”).

WITNESSETH:

WHEREAS, the New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the “**Act**”) authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of redevelopment; and

WHEREAS, the Act confers certain contract, planning and financial powers upon a redevelopment entity, as defined at Section 3 of the Act, in order to implement redevelopment plans adopted pursuant thereto; and

WHEREAS, the City has elected to exercise these redevelopment entity powers directly, as permitted by Section 4 of the Act; and

WHEREAS, on June 5, 2002, the City adopted the “Asbury Park Waterfront Redevelopment Plan (Plan IV)” (as amended and supplemented from time to time, the “**Redevelopment Plan**”) with respect to the “**Asbury Park Waterfront Redevelopment Area**,” as defined in the Redevelopment Plan, and consisting of the “**Prime Renewal Area**” and the “**Boardwalk Area**”, as such terms are also defined therein (collectively, the “**Waterfront Redevelopment Area**”); and

WHEREAS, pursuant to the Act, including Section 8 thereof (N.J.S.A. 40A:12A-8), a municipality is permitted to contract with a redeveloper to develop redevelopment projects pursuant to a redevelopment plan within an area in need of redevelopment, as all such terms are defined in the Redevelopment Law; and

WHEREAS, the City and Asbury Partners, LLC (the “**Master Developer**”) entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002 (as the same has been or may be amended and supplemented in accordance with its terms, the “**Redeveloper Agreement**”); and

WHEREAS, as a result of the world-wide financial issues (the “**2008 Financial Crisis**”) occurring in or about 2008, the predecessor entity to Star Holdings, LLC, iStar Financial Inc. as lender to Master Developer, foreclosed on a pledge of the membership interests of Master Developer, thereby succeeding to ownership of such membership interests; and

WHEREAS, during the 2008 Financial Crisis, the City and the Master Developer arbitrated certain disputed issues arising under and in accordance with the requirements of the Redeveloper Agreement; and

WHEREAS, on or about July 18, 2011, arbitrator Honorable Nicholas Politan issued an arbitrator’s award (the “**Arbitrator’s Award**”) that determined, among other things, that the Parties should seek to work collaboratively to finance infrastructure improvements that are a critical construction condition to the development of residential units and other economic development activity within the Waterfront Redevelopment Area; and

WHEREAS, in order to comply with the spirit of the Arbitrator’s Award, to induce the Master Developer to proceed expeditiously with the development of the Infrastructure Improvements (as defined herein) and other economic development activities within the Waterfront Redevelopment Area, and to determine the appropriate means to finance the cost of the Infrastructure Improvements, the City has determined that the cost of the Infrastructure Improvements should be assessed in the manner provided in Chapter 229 of the Pamphlet Laws of 1938, and Chapter 175 of the Pamphlet Laws of 1951, all as amended and supplemented, and codified at N.J.S.A. 40:56-1 *et seq.*, the “**Local Improvements Law**”) and/or pursuant to an assessment agreement under the Redevelopment Area Bond Financing Law pursuant to N.J.S.A. 40A:12A-64 *et seq.* (the “**RAB Law**”); and

WHEREAS, pursuant to Section 7.1 of the Redeveloper Agreement, the Master Developer is responsible for the costs of certain wastewater, stormwater, streetscape, utility and other infrastructure improvements (the “**Infrastructure Improvements**”) within the Waterfront Redevelopment Area, which Infrastructure Improvements, in whole or in part, constitute (i) redevelopment projects (collectively, the “**Infrastructure Redevelopment Project**”) to be undertaken pursuant to the Redevelopment Plan in the Waterfront Redevelopment Area, all as contemplated by the Redevelopment Law, and (ii) local improvements within the meaning, and for the purposes set forth in, the Local Improvements Law for which a Special Assessment (as defined herein) may be imposed; and

WHEREAS, pursuant to the Redeveloper Agreement and the Redevelopment Plan, the Master Developer intends to develop itself or cause to be developed by approved subsequent developers approximately 1,721 units of for-sale housing in the form of townhomes, condominium apartments, or other housing units (collectively, the “**Housing Improvements**”) within the Waterfront Redevelopment Area, which Housing Improvements constitute a redevelopment project (the “**Housing Redevelopment Project**”) to be undertaken pursuant to the Redevelopment Plan in the Redevelopment Area; and

WHEREAS, pursuant to the “Long Term Tax Exemption Law,” constituting Chapter 431 of the Pamphlet Laws of 1991, as amended and supplemented, and codified at N.J.S.A. 40A:20-1 *et seq.* (the “**Long Term Tax Exemption Law**”), a redeveloper that is an urban renewal entity may enter into a financial agreement with a municipality to make payments in lieu of taxes (“**PILOT**”) with respect to property owned by the urban renewal entity in a redevelopment area; and

WHEREAS, the Entity is an urban renewal entity that is proposing the development and construction of the Project (as defined herein) on the Project Site (as defined herein) pursuant to that certain subsequent developer agreement executed by the Entity with the City and the Master Developer on August 28, 2023 (the “**Subsequent Developer Agreement**”); and

WHEREAS, in order to enhance the economic viability of an opportunity for a successful implementation of the Project on the Project Site, the City and the Entity are proposing to enter into, or have entered into, a financial agreement governing payment by the Entity to the City of payments in lieu of real estate taxes in connection with the Project pursuant to the Long Term Tax Exemption Law (the “**Financial Agreement**”); and

WHEREAS, pursuant to the RAB Law, a municipality may issue bonds (“**RABs**”) to finance redevelopment projects pursuant to a redevelopment plan within an area in need of redevelopment, which RABs may be secured by, among other things, a special assessment (the “**Special Assessment**”) on certain property within an area in need of redevelopment; and

WHEREAS, in furtherance of the transactions contemplated by this Agreement, the Subsequent Developer Agreement, the Financial Agreement, the Redeveloper Agreement, and that certain Project Finance Agreement executed by and between the City and the Master Developer, dated as of December 2012 (as amended, the “**Project Finance Agreement**”), the City intends to issue RABs pursuant to the RAB Law; and

WHEREAS, in order to secure the payment of the RABs and the payment of the PILOTs payable to the City, the Parties desire to enter into this special assessment agreement pursuant to which the City shall have a right to impose a special assessment equal to the cost referred to herein on the Land (as herein defined) and any improvement related thereto including any Unit (as defined herein) in accordance with the terms of this Agreement; and

WHEREAS, in order to effect the mechanism for the payment of the Special Assessment (as defined herein) between the City and any Owner, (i) the City has adopted on February 20, 2013 that certain ordinance entitled “An Ordinance of the City of Asbury Park, in the County of Monmouth, New Jersey, Providing for the Special Assessment of the Cost of Certain Wastewater, Stormwater, Roadway, Streetscape, Utility and Other Infrastructure Improvements in Portions of the Prime Renewal Area and the Boardwalk Area within the Asbury Park Waterfront Redevelopment Area and Establishment of a Mechanism for Payment of the Cost Thereof”, as amended on June 13, 2018 by Ordinance No. 2018-20 (the “**Ordinance**”) and (ii) the City has entered into the Master Agreement defined and described in Section 3.01(a) of this Agreement; and

WHEREAS, it is the intent of the Parties that, so long as the Owner (as defined herein) makes all required payments under the Financial Agreement such Owner shall not be required to make payment of the Unpledged Portion of the Special Assessment (as defined herein).

NOW, THEREFORE, in consideration of one dollar (\$1.00), the mutual covenants and promises set forth above and herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I. GENERAL PROVISIONS

SECTION 1.01 Governing Law — THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THIS STATE, INCLUDING THE PROVISIONS OF THE ACT, THE LOCAL IMPROVEMENTS LAW, THE RAB LAW AND ALL OTHER

APPLICABLE LAWS. IT IS HEREBY EXPRESSLY ACKNOWLEDGED, UNDERSTOOD AND AGREED THAT UPON THE RECORDATION OF THE ORDINANCE AND THIS AGREEMENT IN ACCORDANCE WITH SECTION 7.01 HEREOF, LAND, AND ANY IMPROVEMENT RELATED THERETO, INCLUDING WITHOUT LIMITATION, ANY UNIT, AS SUCH TERMS ARE DEFINED HEREIN, SHALL BE SUBJECT TO AND GOVERNED BY THE TERMS OF THIS AGREEMENT AND EACH AND EVERY OWNER, WHETHER IN FEE SIMPLE OR OTHERWISE, OF ANY SUCH PARCEL OF LAND, AND ANY IMPROVEMENT RELATED THERETO, INCLUDING ANY UNIT, REGARDLESS OF WHETHER SUCH OWNER SHALL BE THE ENTITY, A UNIT PURCHASER, AS SUCH TERM IS DEFINED HEREIN, OR ANY OTHER COMPANY, ENTITY OR PERSON (EACH INDIVIDUALLY REFERRED TO HEREIN AS AN “OWNER”) SHALL BE BOUND BY THE TERMS HEREOF. IN THE EVENT OF ANY BREACH OR DEFAULT OF THIS AGREEMENT BY AN OWNER, SUCH BREACH OR DEFAULT SHALL NOT CONSTITUTE A BREACH OR DEFAULT BY ANY OTHER OWNER(S) AND SUCH OTHER OWNER(S), AND ITS RESPECTIVE PARCEL OR PORTION OF LAND, AND ANY IMPROVEMENTS RELATED THERETO, INCLUDING ANY UNIT, SHALL CONTINUE TO BE SUBJECT TO, GOVERNED BY AND BOUND BY THIS AGREEMENT.

SECTION 1.02 General Definitions — Capitalized terms used and defined in the preambles hereof shall have the meanings assigned to such terms. Unless specifically provided otherwise or the context otherwise requires, the following terms when used in this Agreement shall mean:

Assignment Agreement — shall mean the agreement executed contemporaneously herewith between the City and the Trustee assigning the Pledged Portion of the Special Assessment to the Trustee for the benefit of the holders of the RABs.

Financial Agreement — shall have the meaning ascribed to such term in the recitals.

In Rem Tax Foreclosure — shall mean a summary proceeding by which the City may enforce the lien for taxes, special assessments and other statutory liens. Said foreclosure is governed by N.J.S.A. 54:5-1 *et seq.*

Indenture — shall mean the indenture of trust approved in connection with and providing for, among other things, the trust estate securing the RABs upon initial issuance or otherwise, including any supplemental indenture in connection with the Project or otherwise.

Land — shall mean the real property known as Block 4205, Lots 2 and 3 (to be consolidated into Lot 3.01), upon which the Project shall be constructed, all as set forth, or to be set forth, on the tax maps of the City.

Legal Interest — shall mean the interest rate on unpaid installments of Special Assessments. While repayment of the Special Assessment is current and in good standing, Legal Interest shall be represented by the interest rate on the RABs or, if applicable, other City obligations issued to finance or refinance the cost of the Infrastructure Improvements. In the event that an Owner fails to timely pay, in full, any installment of the Special Assessment, Legal Interest

shall mean the highest rate of interest permitted under New Jersey law in the case of unpaid taxes or tax liens on land until paid.

Minimum Annual Service Charge — shall have the meaning set forth in the Financial Agreement.

Owner — shall have the meaning ascribed to such term at Section 1.01 hereof.

Pledged Portion of the Special Assessment — shall mean that portion of the Special Assessment that is assigned to the Trustee pursuant to the Assignment Agreement and pledged to the payment of the RABs as set forth in Exhibit B hereto.

Project — shall mean the twenty-eight (28) unit residential development consisting of twenty-eight (28) 3-story stacked townhouses in two (2) fourteen (14) unit structures, each with a parking garage and between two (2) to three (3) bedrooms, together with related improvements and related site improvements, all to be known as “Sunset Square” and to be constructed on the Project Site in accordance with the terms of the Subsequent Developer Agreement, the Financial Agreement and this Agreement.

Project Site — shall mean the Land.

Sales Price — shall have the meaning set forth in the Financial Agreement.

Special Assessment Deficiency Amount — shall have the meaning set forth in Section 3.01(b) hereof.

Subsequent Developer Agreement — shall have the meaning ascribed to such term in the recitals.

Tax Sale Law — N.J.S.A. 54:5-1 *et seq.*, as the same may be amended or supplemented from time to time.

Trustee — shall mean the trustee appointed under the Indenture.

Unit — shall mean one of the residential condominium units to be built as part of the Project.

Unit Purchaser — shall mean the buyer of a Unit who will be responsible pursuant to this Agreement to pay the applicable portion of the Special Assessment.

Unpledged Portion of the Special Assessment — shall mean that portion of the Special Assessment, if applicable, that is paid to the City pursuant to the terms of this Agreement as set forth in Exhibit B hereto.

ARTICLE II. DURATION OF AGREEMENT

SECTION 2.01 Term

The Parties hereby expressly, irrevocably and unconditionally acknowledge, agree, warrant and covenant that this Agreement, including the obligation to pay the Special Assessment required under Article III hereof, shall remain in effect, for a period of thirty (30) years from the date that the first Special Assessment amount is due in accordance with the terms hereof.

ARTICLE III. SPECIAL ASSESSMENT AMOUNT

SECTION 3.01 Special Assessment Amount and Installments

(a) The Owner hereby expressly, irrevocably and unconditionally acknowledges and agrees that, with respect to the Land and the Project to be constructed thereon: (i) the Pledged Portion of the Special Assessment for the Project shall be the total amount set forth in Exhibit A hereto (the “**Principal Amount**”) plus Legal Interest; and (ii) the Principal Amount of the Special Assessment, together with Legal Interest thereon and if applicable, the Unpledged Portion of the Special Assessment, shall be, and is hereby irrevocably and unconditionally accepted in full and agreed to by the present Owner of the Land and Project and/or Units constructed thereon from time-to-time (on behalf of such present Owner and all subsequent Owner(s)) and in accordance with N.J.S.A. 40A:12A-66(c) of the RAB Law and shall be deemed to be, in lieu of a determination by the procedures otherwise applicable to determining the actual benefit conferred on the Land and the Project and/or the Units constructed thereon from time-to-time, the benefit conferred on the Land and the Project and/or the Units by the Infrastructure Improvements. The Pledged Portion of the Special Assessment for the Project shall be allocated among the Units and with respect to each Unit, as the case may be, shall be payable quarterly on February 1, May 1, August 1 and November 1 of each year during the term of this Agreement, with the first installment to commence to accrue on the first day of the month immediately following the earlier of: (i) eligibility for the issuance of a Certificate of Occupancy for a Unit in the Project; or (ii) the expiration of the construction interest period on the RABs. The Entity shall, prior to the time that title to such Unit is initially transferred to a subsequent Owner, deliver to the City and Master Developer such information as may be required to confirm and compute the Special Assessment for such Unit including the Unpledged Portion of the Special Assessment and the Pledged Portion of the Special Assessment based upon the Sales Price. If, based upon such information, a “**Special Assessment Deficiency Amount**”, as defined and calculated at Section 3.01(f) of that certain Master Special Assessment Agreement entered into by and between the City and Asbury Partners, LLC, dated as of May 15, 2013, as amended on August 1, 2018 (the “**Master Agreement**”), shall be due, the Entity shall be solely responsible to remit the determined per Unit amount of such Special Assessment Deficiency Amount as determined by the City or its designated representative at the transfer of title to each Unit in the Project by wire transfer or immediately available funds to an account designated by the City or its designated representative which is maintained by or on behalf of the Trustee. **By way of example only**, if the Sales Price of a Unit upon initial transfer is lower than the estimated “Base Price” shown on Exhibit C hereto at the issuance of the RABs, examples of the estimated per Unit Special Assessment Deficiency Amount(s) associated with the estimated shortfalls in the “Base Price” are attached hereto as Exhibit C hereto.

(b) In the event that the Entity pays a Special Assessment Deficiency Amount, per Unit, that is later determined to be, inaccurate, unnecessary, or in excess of what should have been paid for that Unit, or is no longer required by the Trustee to cause a special optional redemption of the

RABs in accordance with the supplemental indenture applicable to the Project, then, in the case of any such event, the City agrees to cause the Trustee to reimburse the Entity for any such overpayment by the Entity; provided, however, this shall have no effect on the total Special Assessment Deficiency Amount, if any, defined and calculated above, which if so determined to be an amount due, will be due and owing by the Entity at the times so stated.

(c) The Unpledged Portion of the Special Assessment shall be determined and allocated among the Units within the Project in accordance with the calculation of the Annual Service Charge under the Financial Agreement as illustrated in the example on Exhibit B. The Unpledged Portion of the Special Assessment for each Unit shall be calculated as provided in Exhibit B, and upon the initial sale of a Unit by the Entity to a Unit Purchaser shall be recalculated as provided in Exhibit B. Thereafter, the Unpledged Portion of the Special Assessment shall be recalculated each year.

(d) The Pledged Portion of the Special Assessment for all Units in the Project shall be irrevocably assigned by the City pursuant to the Assignment Agreement and paid over to the Trustee to be applied to the payment of debt service on the RABs. The Pledged Portion of the Special Assessment for each Unit shall be calculated as provided in Exhibit B, and upon the initial sale of a Unit by the Entity to a Unit Purchaser shall be recalculated as provided in Exhibit B, and shall thereafter remain constant notwithstanding any further sale or transfer of the Unit to a subsequent Owner or subsequent change in the Total Tax Rate, Municipal Purposes Tax Rate, or Tax Ratio.

(e) Each installment payment of the aforesaid Special Assessment amount is to be made to the City and/or the Trustee, as the case may be, and shall be clearly identified as a Special Assessment payment for the Project.

(f) Within 30 days following the sale of the last Unit in the Project, or at such earlier time as set forth in the Indenture, the City or its designated representative shall determine the total aggregate amount of the Pledged Portion of the Special Assessment. In the event that such aggregate amount shall exceed the aggregate amount of the Pledged Portion of the Special Assessment required to pay debt service and other charges applicable to amount of the RABs applicable to the Project, such excess shall be "Surplus Pledged Special Assessments" as defined in the Subsequent Developer Agreement and the disposition thereof shall be governed by the Subsequent Developer Agreement and the Indenture, as applicable.

(g) To the extent any Owner prepays the Pledged Portion of the Special Assessment for its Unit, as the RABs are non-callable, any such prepayment will be applied to the next due debt service payments (i.e., principal and interest) on the RABs, and the Unit Owner will receive a credit for such payments, until such funds are depleted. The prepayment will not result in a satisfaction of the entirety of the Pledged Portion of the Special Assessment for such Unit unless it is made in an amount sufficient to pay all such debt service payments through the full maturity of the RABs.

SECTION 3.02 Interest on Past Due Amounts; Credit for PILOT Payments; Legal Interest

(a) Each Owner hereby expressly, irrevocably and unconditionally agrees, warrants, covenants and accepts that in the event that the Owner fails to timely pay, in full, any installment of any Special Assessment amount, the amount past due shall bear the highest rate of interest permitted under New Jersey law in the case of unpaid taxes or tax liens on land until paid.

(b) The City shall credit its receipt of the Annual Service Charge or Minimum Annual Service Charge, as applicable, pursuant to the Financial Agreement, by or on behalf of the Owner against the Owner's respective portion of the Unpledged Portion of the Special Assessment, but only to the extent of the amount of the Annual Service Charge or Minimum Annual Service Charge payments, as applicable, that are actually received by or on behalf of the City. It is the intent and agreement of the Parties that, so long as an Owner makes all required payments under the Financial Agreement it shall not be required to make the payment of the Unpledged Portion of the Special Assessment otherwise required under this Agreement. Further, upon the occurrence of termination of the Financial Agreement prior to the maturity of RABs, the City shall credit its receipt of the municipal share of generally applicable taxes against the Unpledged Portion of the Special Assessment otherwise required to be paid under this Agreement.

(c) The Parties hereby agree that the City shall have the obligation to charge Legal Interest on unpaid installments of the Pledged Portion of the Special Assessment. Notwithstanding, the preceding sentence, the City shall have the right, but not the obligation to charge Legal Interest on the delinquent installments of the Unpledged Portion of the Special Assessment.

(d) The City agrees that upon the transfer of a Unit by the Entity, the obligation to make payments of Special Assessment shall run with the land to the Owner of said Unit as a successor Owner, and the predecessor Owner shall have no further obligation to make such payments.

ARTICLE IV. MUNICIPAL LIEN; SUBORDINATION OF FEE TITLE

SECTION 4.01 Municipal Lien

(a) The Parties hereby expressly, irrevocably and unconditionally acknowledge, agree, warrant and covenant that in accordance with the Local Improvements Law, specifically N.J.S.A. 40:56-33, and the RAB Law, specifically N.J.S.A. 40A:12A-66(c), and such other statutes as may be sources of relevant authority, if any, upon and as a consequence of the previously recorded Ordinance and the recordation of this Agreement, as set forth in Section 7.01 hereof, the Ordinance, this Agreement and any amount due hereunder, including without limitation, the Special Assessment, shall constitute an automatic, enforceable and perfected statutory municipal lien upon each Unit for all purposes of law.

(b) The Parties hereby expressly, irrevocably and unconditionally represent, agree, warrant and covenant that this Agreement, and the municipal lien created hereby, is valid and enforceable in accordance with all applicable law, including without limitation the Local Improvements Law and the RAB Law.

SECTION 4.02 Subordination of Fee Title

(a) The Parties hereby expressly, irrevocably and unconditionally acknowledge, agree, warrant and covenant that the Owner has the right, subordinate to the municipal lien, as a matter of law, to encumber the fee title to its property, including any improvements related thereto, and that any such subordinate encumbrance shall not be deemed to be a violation of this Agreement. The Parties understand and agree that at the time of the execution of this Agreement, the Entity may have taken title to the Land and the Entity may utilize lender financing in connection with the acquisition of the Land. In the event that any encumbrance placed by the Entity on the Land pursuant to this Section 4.02 predates the recording of this Agreement, the Entity shall procure a subordination consistent with 4.02(b).

(b) Any encumbrance pursuant to Section 4.02(a) shall either be: (i) recorded with the Monmouth County Clerk subsequent to the recording of this Agreement; or (ii) if recorded with the Monmouth County Clerk and reflected in the County of Monmouth land records prior to the recording of this Agreement, subordinate to the municipal lien created hereby through a subordination by the holder of such encumbrance, to the benefit of the City and the Trustee, such subordination to be in a form reasonably acceptable to the City, Master Developer, and the Trustee. In the event that a subordination is required pursuant to the immediately preceding clause (ii), an executed version of such subordination shall be attached hereto as Exhibit D.

ARTICLE V. DEFAULT

SECTION 5.01 Default - Default shall be failure of any Party to perform its obligations under this Agreement, beyond any applicable notice, cure or grace period (each a “**Default**”). In addition, a Default under this Agreement by any Owner shall only be considered a Default against that specific property or Unit to which the Default applies and from which it arises, without any implication of Default against any other Owner, property, or Unit.

SECTION 5.02 Cure Upon Default - Should any Party be in Default of any obligation under this Agreement, the other Party shall notify the defaulting Party and any mortgagee, if applicable, in writing of said Default. Except as otherwise limited by law, the defaulting party shall have sixty (60) days to cure any Default provided however, if such Default cannot be cured timely but cure action is being diligently prosecuted, such 60 day period shall be extended to permit required cure action to be concluded, other than a payment Default, for which the defaulting party shall have ten (10) days to cure.

SECTION 5.03 Remedies for Default - (a) In the event of any uncured Default by the City, the Owner may take whatever action at law or in equity, as may be necessary or desirable to enforce the performance or observance of any rights under this Agreement, including an action for specific performance or damages.

(b) In the event of any uncured Default by an Owner, the City may take whatever action at law or in equity, as may be necessary or desirable to enforce the performance or observance of any rights under this Agreement, including an action for specific performance or damages. No Default hereunder by an Owner shall terminate this Agreement (except as described herein) nor its obligation to pay the Special Assessment amounts due hereunder, which shall continue in effect for the duration as set forth in Section 2.01 hereof.

SECTION 5.04 Default in the Payment of Special Assessment

Upon any Default by the Owner or Unit Purchaser in payment of any installment of the Special Assessment, the City, in addition to their other remedies, reserves the right to proceed against the Land or Unit, as applicable, to which the Default applies owned by the defaulting Owner or defaulting Unit Purchaser, and any improvements related thereto, including the affected Unit, in the manner provided by applicable law and shall have the right to proceed to In Rem Tax Foreclosure consistent with the provisions and procedures of the In Rem Tax Foreclosure law. As set forth in the RAB Law, specifically N.J.S.A. 40A:12A-66(c), an event of a default by the Owner in the payment of an installment of the Special Assessment shall not result in the acceleration of the subsequent installments of the Special Assessment and such subsequent installments shall be considered as not in default and the municipal lien for the subsequent installments of the Special Assessment not yet due shall continue.

ARTICLE VI.
NOTICES

SECTION 6.01 Notice - Formal notices, demands and communications between and among the City and an Owner shall be in writing and deemed given if dispatched to the address set forth below by registered or certified mail, postage prepaid, return receipt requested, or by a commercial overnight delivery service with packaging tracking capability and for which proof of delivery is available. In that case such notice is deemed effective upon delivery. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by written notice.

Copies of all notices, demands and communications shall be sent as follows:

If to the City:

City of Asbury Park
One Municipal Plaza
Asbury Park, New Jersey 07712
Attn: City Manager

with a copy to:

David A. Clark, Esq.
Dilworth Paxson LLP
4 Paragon Way, Suite 400
Freehold, New Jersey 07728

If to the Entity:

PHM Sunset Square Urban Renewal LLC
Attention: James P. Mullen, Esq., Director of Land Entitlements, NE Corridor Division
750 US Highway 202, Suite 500
Bridgewater, NJ 08807

with a copy to:

Michael J. Vitiello, Esq.
Giordano, Halleran & Ciesla, P.C.
125 Half Mile Road, Suite 300
Red Bank, NJ 07701

If to any other Owner:

The notice shall be directed to the Owner's address
as set forth in the property tax records of the City.

ARTICLE VII.
MISCELLANEOUS

SECTION 7.01 Recording — Upon the execution and delivery of this Agreement, the entire Agreement and the Ordinance shall be filed and recorded with the Monmouth County Clerk by the City, at the Entity's expense, such that this Agreement and the Ordinance shall be reflected upon the land records of the County of Monmouth as a municipal lien upon and a covenant running with each and every parcel of Land and any improvements related thereto.

SECTION 7.02 Counterparts - This Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 7.03 Amendments - This Agreement may not be amended, changed, modified, altered or terminated without the written consent of the Parties hereto.

SECTION 7.04 Severability of Invalid Provisions - If any one or more of the covenants, agreements or provisions herein contained shall be held to be illegal or invalid in a final proceeding, then any such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof. In such event, the Parties shall confer in good faith and endeavor to reform this Agreement in a manner which is lawful and produces the same or substantially the same results as existed prior to the declaration of illegality or invalidity.

SECTION 7.05 Exhibits – The Exhibits attached to this Agreement are incorporated herein and made part of this Agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURES ON THE FOLLOWING PAGES]**

PHM SUNSET SQUARE URBAN RENEWAL LLC

By: Preserve I, Inc. – Its Sole Member

By: _____

Name: James P. Mullen

Title: Division Director of Land Planning and Entitlements

STATE OF NEW JERSEY,
COUNTY OF SOMERSET

SS:

I CERTIFY that on _____ 2024, James P. Mullen personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized and did execute this instrument as Division Director of Land Planning and Entitlements, of Preserve I, Inc., the sole member of PHM Sunset Square Urban Renewal, LLC; and
- (c) executed the instrument as the act of PHM Sunset Square Urban Renewal LLC as authorized by appropriately adopted resolution or certificate of unanimous consent of said limited liability company.

Notary Public

CITY OF ASBURY PARK

By: John Moor, Mayor

[SEAL]
ATTEST:

Lisa Esposito, City Clerk

STATE OF NEW JERSEY,
COUNTY OF MONMOUTH SS:

I CERTIFY that on _____, _____, 2024, John Moor personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized and did execute this instrument as Mayor of the City of Asbury Park, NJ;
and
- (c) executed the instrument as the act of the City of Asbury Park, NJ.

Notary Public

EXHIBIT A**INFRASTRUCTURE IMPROVEMENTS**

The Special Assessment shall include the costs related to the following Infrastructure Improvements, which are allocable to the Land, including but not limited to the hard costs of construction, the costs of engineering, planning and design, the cost of construction management services and other soft costs and costs of issuance related thereto, as follows:

EXHIBIT B**CALCULATION OF SPECIAL ASSESSMENT,
PLEDGED AND UNPLEDGED PORTIONS**

Special Assessments for each Unit shall be calculated as follows:

Municipal Purposes Tax Rate– the sum of: (i) general municipal purposes tax rate for the City as determined by the Monmouth County Board of Taxation pursuant to N.J.S.A. 54:4-42, N.J.S.A. 54:4-45, N.J.S.A. 54:4-47, N.J.S.A. 54:4-48 and N.J.S.A. 54:4-49, and (ii) the municipal library tax rate, if and to the extent existing.

Sales Price – If unsold shall mean as follows for each Unit type:

Unit	Designation	Sales Price	Number of Units
Bowery	2-Bedroom, 1 car garage	\$669,990.00	10
Murray Hill	2-Bedroom, 1 car garage	\$734,990.00	4
Union	3-Bedroom, 1 car garage	\$834,990.00	10
Greenwich	3-Bedroom, 1 car garage	\$879,990.00	4



The foregoing are the estimated average base sales prices (exclusive of options and location premiums) set forth in the Entity's application for long term tax exemption. Upon transfer in a bona fide arm's length sale transaction, as prescribed by N.J.S.A. 40A:20-14(a), Sales Price shall mean the true consideration stated in a deed for a Unit; and upon a transfer other than a bona fide arm's length sale transaction, shall mean the market value of the Unit at the time of such transfer as determined by the City's tax assessor.

Tax Ratio – the Chapter 123 ratio published by the New Jersey Division of Taxation for the relevant tax year for tax appeal purposes, representing the relationship of the assessed value of real property within the City to the market value of real property within the City.

Total Tax Rate – the sum of the Municipal Purposes Tax Rate and the tax rates established by the County of Monmouth and the Asbury Park Board of Education.

Calculation:

Special Assessment = Sales Price multiplied by Tax Ratio multiplied by Total Tax Rate

Example:

If (per Unit):

Sales Price = \$768,204.29 (average assumed sales price of Units)

Total Tax Rate = 1.546%; Municipal Purposes Tax Rate = 0.631%; Tax Ratio = 100.00%;

County Factor = 1.052631579

Then (per Unit):

Special Assessment = $\$768,204.29 * 100.00\% * 1.546\% = \$11,876.44$ Time for Calculation: See Time for Calculation for each of the Pledged Portion of the Special Assessment and the Unpledged Portion of the Special Assessment, below.**Pledged Portion of the Special Assessments shall be calculated as follows:**

Pledged Portion of the Special Assessment = Special Assessment less PILOT

Example:

If (per Unit)

Sales Price = \$768,204.29

Total Tax Rate = 1.546%; Municipal Purposes Tax Rate = 0.631%; Tax Ratio = 100.00%;

County Factor = 1.052631579

PILOT = \$5,102.49 ($\$768,204.29 * 100.00\% * 0.631\% * 1.052631579$)

City PILOT: \$4,847.37

County PILOT: \$255.12

Total PILOT = \$5,102.49

Then (per Unit):

Pledged Portion of the Special Assessment = $\$11,876.44 - \$5,102.49 = \$6,773.94$ Time for Calculation: The Pledged Portion of the Special Assessment shall be calculated at the time of initial issuance of the RABs and recalculated upon the initial transfer of the Unit to the initial Unit Purchaser and shall remain fixed thereafter.**Unpledged Portion of the Special Assessments shall be calculated as follows:**

Unpledged Portion of the Special Assessment = Special Assessment less Pledged Portion of the Special Assessment

Example:

If (per Unit):

Sales Price = \$768,204.29

Total Tax Rate = 1.546%; Municipal Purposes Tax Rate = 0.631%; Tax Ratio = 100.00%;
 County Factor = 1.052631579
 Pledged Portion of the Special Assessment = \$6,773.94

Then (per Unit):

Unpledged Portion of the Special Assessment = \$11,876.44 - \$6,773.94 = \$5,102.49
 (i.e., = PILOT)

Time for Calculation: The Unpledged Portion of the Special Assessment shall be calculated on the same basis as the Annual Service Charge, in accordance with Section 4.1 of the Financial Agreement between the City and the Entity, specifically, upon Substantial Completion as defined in the Financial Agreement and recalculated in the year following the initial sale of a Unit by the Entity to a Unit Purchaser, and each year thereafter.

EXHIBIT C

ASSUMPTIONS and EXAMPLES of Special Assessment Deficiency Amount

Assumed Base Prices:

Unit	Designation	Sales Price	Number of Units	
Bowery	2-Bedroom, 1 car garage	\$669,990.00	10	
Murray Hill	2-Bedroom, 1 car garage	\$734,990.00	4	
Union	3-Bedroom, 1 car garage	\$834,990.00	10	
Greenwich	3-Bedroom, 1 car garage	\$879,990.00	4	

Examples of Special Assessment Deficiency Amount:

[to be attached above finalization]



**Asbury Park, New Jersey
ORDINANCE NO. 2024-16**

ORDINANCE OF THE CITY OF ASBURY PARK AUTHORIZING THE EXECUTION OF A FINANCIAL AGREEMENT WITH PHM SUNSET SQUARE URBAN RENEWAL LLC CONCERNING PROPERTY LOCATED AT BLOCK 4205 LOTS 2 AND 3 ON THE TAX MAP OF THE CITY OF ASBURY PARK AND GRANTING A TAX EXEMPTION

WHEREAS, the New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the “Act”) authorizes municipalities to determine whether certain parcels of land in the municipality qualify as areas “in need of redevelopment”; and

WHEREAS, the Act confers certain contract, planning, and financial powers upon a Redevelopment Entity, as that term is defined in the Act, in order to implement redevelopment plans adopted pursuant thereto; and

WHEREAS, the City of Asbury Park (the “City”), in the County of Monmouth, State of New Jersey, has elected to exercise these redevelopment entity powers directly, as permitted by Section 4 of the Act; and

WHEREAS, on June 5, 2002, the City adopted the “Asbury Park Waterfront Redevelopment Plan (Plan IV)” (as amended and supplemented from time to time, the “Redevelopment Plan”) with respect to the “Asbury Park Waterfront Redevelopment Area,” as defined in the Redevelopment Plan (the “Redevelopment Area”); and

WHEREAS, pursuant to the Act, including Section 8 thereof (N.J.S.A. 40A:12A-8), a municipality is permitted to contract with a redeveloper to undertake redevelopment projects pursuant to a redevelopment plan within an area in need of redevelopment, as all such terms are defined in the Act; and

WHEREAS, the City and Asbury Partners, LLC (the “Master Developer”) entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002 (as the same has been amended and supplemented in accordance with its terms, the “Redeveloper Agreement”); and

WHEREAS, the Master Developer has with entered into a Subsequent Developer Agreement with PHM Sunset Square Urban Renewal LLC, as the Subsequent Developer, and the City, dated August 28, 2023, pursuant to which the Subsequent Developer assumed certain rights and obligations of the Master Developer; and

WHEREAS, in accordance with the Redeveloper Agreement and the Redevelopment Plan, PHM Sunset Square Urban Renewal LLC (the “Entity”) intends to develop and construct a building consisting of a twenty-eight (28) unit residential project to be constructed on the

Property and consists of twenty-eight (28) 3-story stacked townhouses in two (2) fourteen (14) unit structures, each with a parking garage and between two (2) to three (3) bedrooms, together with related improvements and related site improvements on property identified as Block 4205, Lots 2 and 3 on the official tax map of the City of Asbury Park (the “Project”) and located in the Redevelopment Area (the “Land”); and

WHEREAS, the Entity has been qualified by the State of New Jersey to do business as an urban renewal entity under the provisions of the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq. (the “LTTE Law”), and was created for the development, operation and maintenance of the Project; and

WHEREAS, in order to improve the feasibility of the construction, operation and maintenance of the Project, the Entity made application to the City, dated February 28, 2024, requesting a long term tax exemption and financial agreement with respect to the Project (the “Application”) pursuant to the LTTE Law, which Application is on file with the City Clerk; and

WHEREAS, the Entity has represented to the City that the Project would not be feasible in its intended scope but for the provision of financial assistance by the City; and

WHEREAS, after review of the Application, the City Manager recommended that the Application be approved on such terms as set forth in a proposed form of financial agreement (the “Financial Agreement”) substantially in the form attached hereto as Exhibit A, and by this reference incorporated herein, as may be modified in consultation with counsel as set forth herein, and

WHEREAS, the City Council has reviewed the Application and the terms of the Financial Agreement, and wishes to approve the Application on such terms, subject to the designation of the Entity as a Subsequent Developer, as such term is defined in the Redeveloper Agreement, and the execution of an agreement with the Entity as a Subsequent Developer in accordance with the Redeveloper Agreement, which is expected to occur simultaneously herewith; and

WHEREAS, the City hereby finds that the relevant benefits of the Project to the redevelopment of the Redevelopment Area outweigh the costs, if any, associated with the tax exemption, and in fact increase City revenues over current levels by granting the long term tax exemption for the Project, which relevant benefits are further described in the Application and the Financial Agreement; and

WHEREAS, the City hereby determines that the assistance provided to the Project pursuant to the Financial Agreement will be a significant inducement for the Entity to proceed with the Project and that based on information set forth in the Application, the Project would not be feasible without such assistance.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the City Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey as follows:

I. **GENERAL.** The aforementioned recitals are incorporated herein as though fully set forth at length.

II. EXECUTION OF FINANCIAL AGREEMENT AUTHORIZED. (a) The Mayor is hereby authorized and directed to execute the Financial Agreement, substantially in the form as it has been presented to the City Council, and attached hereto as Exhibit A, subject to additions, deletions, modifications, or revisions deemed necessary and appropriate in consultation with counsel. (b) The Clerk of the City is hereby authorized and directed, upon the execution of the Financial Agreement in accordance with the terms of Section II (a) hereof, to attest to the signature of the Mayor upon such document and is hereby further authorized and directed to affix the corporate seal of the City upon such document. (c) The City Clerk shall file certified copies of this ordinance and the Financial Agreement with the Tax Assessor of the City. In accordance with P.L. 2015, c. 247, within ten calendar days following the later of the effective date of this Ordinance or the execution of the Financial Agreement by the Entity, the City Clerk also shall transmit a certified copy of this Ordinance and the Financial Agreement to the chief financial officer of Monmouth County and to the Monmouth County Counsel for informational purposes.

III. SEVERABILITY. If any part of this Ordinance shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Ordinance.

IV. ACTION REGARDING FINANCIAL AGREEMENT. The Mayor is hereby authorized and directed to determine all matters and terms in connection with the Financial Agreement, all in consultation with the counsel to the City, and the manual or facsimile signature of the Mayor upon any documents shall be conclusive as to all such determinations. The Mayor, the City Manager, the Chief Financial Officer, the City Clerk and any other City official, officer or professional, including but not limited to, redevelopment counsel, bond counsel, the financial advisor and the auditor to the City, are each hereby authorized and directed to execute and deliver such documents as are necessary to facilitate the transactions contemplated hereby, and to take such actions or refrain from such actions as are necessary to facilitate the transactions contemplated hereby, in consultation with, as applicable, redevelopment counsel, bond counsel, the financial advisor and the auditor to the City, and any and all actions taken heretofore with respect to the transactions contemplated hereby are hereby ratified and confirmed.

V. AVAILABILITY OF THE ORDINANCE. A copy of this Ordinance shall be available for public inspection at the offices of the City.

VI. EFFECTIVE DATE. This Ordinance shall take effect according to 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. 2024-16 which was finally adopted by the City Council at a meeting held on the 8th day of May, 2024

LISA ESPOSITO
CITY CLERK

Record and Return To:
James P. Mullen, Esq.,
750 US Highway 202, Suite 500
Bridgewater, NJ 08807

Re: PHM SUNSET SQUARE
URBAN RENEWAL PROJECT
Asbury Park, New
Jersey (Block 4205,
Lots 2 and 3)

PREAMBLE

THIS FINANCIAL AGREEMENT, (hereinafter the "Agreement") is made on _____, 2024 by and between PHM SUNSET SQUARE URBAN RENEWAL LLC, a New Jersey limited liability company qualified to do business as an urban renewal entity under the provisions of the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et. seq. (the "Tax Exemption Law") having its principal office at 750 US Highway 202, Suite 500, Bridgewater, NJ 08807, hereinafter designated as the "Entity", and the CITY OF ASBURY PARK, a Municipal Corporation of the State of New Jersey, hereinafter designated as the "City" having its principal office at One Municipal Plaza, Asbury Park, New Jersey 07712. The Entity and the City are sometimes collectively referred to as the "Parties".

RECITALS

WITNESSETH

WHEREAS, the Entity wishes to have a tax exemption granted for an urban renewal redevelopment project located at Block 4205, Lots 2 and 3 on the Official Tax Maps of the City (the "Property"). The redevelopment project is a twenty-eight (28) unit residential project to be constructed on the Property and consists of twenty-eight (28) 3-story stacked townhouses in two (2) fourteen (14) unit structures, each with a parking garage and between two (2) to three (3) bedrooms, together with related improvements and related site improvements, all to be

known as "Sunset Square" (the "Project"); and

WHEREAS, the City, does hereby grant its approval for the Entity to undertake and develop the Project on the Property upon the terms and conditions hereinafter set forth; and

WHEREAS, the Project will be developed in the "Asbury Park Waterfront Redevelopment Area" (the "Waterfront Redevelopment Area") of the City pursuant to and as defined in the City's "Asbury Park Waterfront Redevelopment Plan (Plan IV)" adopted June 5, 2002, as amended (the "Waterfront Redevelopment Plan"), all pursuant to the Local Redevelopment and Housing Law N.J.S.A. 40A:12A-1 et seq. (the "Redevelopment Law").

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

ARTICLE I - GENERAL - PROVISIONS

Section 1.1 Governing Law

This Agreement shall be governed by the provisions of the Long-Term Tax Exemption Law, N.J.S.A. 40A:20-1 *et. seq.* (being sometimes herein referred to as the "Tax Exemption Law", the "Law" or the "Governing Law"). It being expressly understood and agreed that the City expressly relies upon the facts, data and representations contained in the Application attached hereto in granting the tax exemption provided in this Agreement.

Section 1.2 General Definitions

Unless specifically provided otherwise or the context otherwise requires, the following terms, when used in this Agreement, shall mean:

- i. Administrative Fee - The annual fee paid to the City by Condominium Unit Owners in the Project. The administrative fee shall be calculated at 2% of the Annual Service Charge levied on each Unit in the Project. The fee shall be payable and due on or before December 31st of each year for the duration of this Agreement. The annual fee shall be included in the City's invoices to the Condominium Unit Owners in the Project.

ii. Allowable Net Profit- The amount arrived at by applying the Allowable Profit Rate to Total Project Cost pursuant to N.J.S.A. 40A:20-3(c).

iii. Allowable Profit Rate - The greater of 12% or the percentage per annum arrived at by adding 1.25% to the annual interest percentage rate payable on the Entity's initial permanent mortgage financing. If the initial permanent mortgage is insured or guaranteed by a governmental agency, the mortgage insurance premium or similar charge, if payable on a per annum basis, shall be considered as interest for this purpose. If there is no permanent mortgage financing, or if the financing is internal or undertaken by a related party, the Allowable Profit Rate shall be the greater of 12% or the percentage per annum arrived at by adding 1.25% per annum to the interest rate per annum which the City determines to be the prevailing rate on mortgage financing on comparable improvements in Monmouth County. The provisions of N.J.S.A. 40A:20-3(b) are incorporated herein by reference.

iv. Annual Service Charge - The amount the Entity has agreed to pay the City in lieu of ad valorem real property taxes on the Project, as set forth in Article IV of this Agreement. At inception, the Annual Service Charge (i.e. PILOT) is equivalent to the Unpledged Portion of the Special Assessment under and as defined in the Special Assessment Agreement.

v. Annual Gross Revenue - With respect to each Unit in the Project, the amount equal to the annual aggregate constant payments to principal and interest, assuming a purchase money mortgage encumbering the Unit to have been in an original amount equal to the initial value of the Unit with its appurtenant interest in the common elements as stated in the master deed creating the Condominium Regime, if unsold by the Entity, or, if the Unit is held by a Unit purchaser from time to time the most recent true consideration paid for a deed to the Unit in a bona fide arms-length sale transaction but not less than the initial assessed valuation of the unit assessed at 100% of true value, plus the total amount of common expenses charged to the Unit pursuant to the by-laws of the Condominium Association. The constant

payments to principal and interest shall be calculated by assuming a loan amount as stated above at the prevailing lawful interest rate for mortgage financing or comparable properties within the municipality as of the date of the recording of the Unit deed, for a term equal to the full term of the exemption from taxation stipulated in this Agreement. Gross Revenues and Net Profit shall not include any gain realized by the Entity on the sale of any Property or Unit in the Project pursuant to N.J.S.A. 40A:20-14(b).

vi. Applicant – The Entity, which has been formed pursuant to the provisions of the Tax Exemption Law and has made the Application for a tax exemption under the Governing Law.

vii. Application - The document which contains the general statement of the nature of the proposed Project, the description of the proposed Project with a statement of the estimated cost of said Project and tentative financial plan and such other information as is required by N.J.S.A. 40A:20-8.

viii. Auditor's Report – An annual audited financial statement outlining the financial status with respect to the Project, which shall be prepared in a manner consistent with generally accepted accounting principles and shall detail all items required by the Governing Law. The report shall be prepared and its contents certified by a certified public accountant who is licensed to practice that profession in and by the State of New Jersey.

ix. Certificate of Occupancy – A temporary or permanent certificate of occupancy issued by the City authorizing occupancy of a building or a Unit pursuant to N.J.S.A. 52:27D-133.

x. Condominium Association - The entity responsible for the administration of a Condominium, which entity may be incorporated or unincorporated pursuant to the Condominium Act N.J.S.A. 46:8B-1 et seq.

xi. Condominium Regime - A form of ownership of real property under a master deed filed pursuant to N.J.S.A. 46:8B-1 et seq. providing for ownership by one or more owners of Units of residential or commercial improvements together with an undivided interest in common elements as described in the master deed.

xii. Condominium Unit – An individual residential unit, together with an undivided interest in the common elements, as described in the master deed of the Condominium Regime. A Condominium Unit is also referred to in this Agreement as a Unit.

xiii. Condominium Unit Owner - The legal entity, person or persons owning a Unit in fee simple as evidenced by the recorded Unit deed.

xiv. County Share Constant – Shall mean 1.052631579.

xv. Default - The failure of any party bound by this Agreement to perform any obligation imposed on such party within applicable notice and cure periods provided in this Agreement.

xvi. Entity - The Parties agree that reference to the term "Entity" as used in this Agreement shall initially mean the Applicant and upon the transfer of title of the Project to a successor (other than transfer to a Condominium Unit Owner) shall mean such successor in interest to the Project, as applicable.

xvii. Force Majeure - shall mean any acts of God, fire, volcano, earthquake, hurricane, blizzard, infectious disease, epidemic, pandemic, technological disaster, catastrophe, large scale infestation of any type, tremors, flood, explosion, release of nuclear radiation, release of biotoxic or of biochemical agent(s), the elements, war, blockade, riots, mob violence or civil disturbance, any act(s) of terrorism or terroristic threat, a cyber-attack or unauthorized and/or illegal interference with computer communication systems that disables or substantially interferes with critical functions or access to data, an

inability to procure goods or services or a general shortage of labor, equipment, facilities, energy, materials or supplies in the open market, failure of transportation, strikes, walkouts, actions of labor unions, governmentally imposed moratoriums, court orders, laws, rules, regulations or other orders of governmental or public agencies, bodies or authorities, but only to the extent that such events directly cause an inability to perform a material provision of this Agreement and only to the extent that such events are out of the reasonable control of the Party claiming relief.

xviii. Improvements - Any building, structure or fixture permanently affixed to the land on which the Project is located as described in the master deed.

xix. In Rem Tax Foreclosure - A summary proceeding by which the City may enforce the lien for taxes due and owing by a tax sale. Said foreclosure proceeding is governed by N.J.S.A. 54:5-1 et seq.

xx. Land – The raw, unimproved land comprising the Property (defined below) exclusive of any improvements which may hereinafter be constructed thereon.

xxi. Land Taxes - The amount of ad valorem real property taxes levied on the value of the Land pursuant to N.J.S.A. 54:4-1 et seq., if any.

xxii. Law - The term "Law" or "Governing Law" shall refer to the Tax Exemption Law and all other relevant and applicable federal and state statutes, rules, regulations and municipal ordinances and resolutions consistent with and/or supplementing the requirements of the Law.

xxiii. Limited Dividend Entity - An urban renewal entity conforming to the terms of N.J.S.A. 40A:20-3(b).

xxiv. Master Developer – Asbury Partners, LLC, as master developer pursuant to that certain "Amended and Restated Redeveloper and Land Disposition Agreement" dated October 28, 2002, as amended.

xxv. Minimum Annual Service Charge - The Minimum Annual Service Charge shall be the amount of the total ad valorem real property taxes levied against the Land in the last full year in which the Land was subject to conventional local property taxation, as escalated by the increase in the Municipal Purposes Tax Rate in each intervening year since the Land was last subject to conventional local property taxation.

xxvi. Municipal Increase – In any given year shall mean the sum of one and the percentage increase in the Municipal Purposes Tax Rate from that of the prior year.

xxvii. Municipal Purposes Tax Rate - means the sum of: (i) general municipal purposes tax rate for the City as determined by the Monmouth County Board of Taxation pursuant to N.J.S.A. 54:4-42, N.J.S.A. 54:4-45, N.J.S.A. 54:4-47, N.J.S.A. 54:4-48 and N.J.S.A. 54:4-49, and (ii) the municipal library tax rate, if and to the extent existing.

xxviii. Net Profit - The Gross Revenue of the Entity less all operating and non-operating expenses of the Entity and any condominium charges or fees paid by the Entity and not reimbursed by a Condominium Unit Owner, all determined in accordance with generally accepted accounting principles and the provisions of N.J.S.A. 40A:20-3(c).

xxix. Project - The Property, housing units and related improvements thereon, which are the subject of and described in this Agreement (including the Project defined in the preambles) and the Application and as defined in N.J.S.A. 40A:20-3(e). The Project shall contain 28 residential housing Units (N.J.S.A. 46:8B-1 et seq.) as reflected in the master deed creating the Condominium Regime hereafter to be filed and recorded for the Project. The Project does not include the development of adjacent open space to be dedicated to the City or improvements located within the public rights-of-way, if any.

xxx. Pronouns – He, she or it shall mean the masculine, feminine or neuter gender, the singular, as well as the plural, as proper meaning requires.

xxxi. Property – The real property located in the City and identified on the official tax map of the City as Block 4205, Lots 2 and 3 (to be consolidated into Lot 3.01), including any Improvements constructed thereon as contemplated for the Project. The parties acknowledge that the Property consists solely of the Land as of the effective date of this Agreement.

xxxii. Sales Price – If unsold shall mean:

Unit	Designation	Sales Price	Number of Units
Bowery	2-Bedroom, 1 car garage	\$669,990.00	10
Murray Hill	2-Bedroom, 1 car garage	\$734,990.00	4
Union	3-Bedroom, 1 car garage	\$834,990.00	10
Greenwich	3-Bedroom, 1 car garage	\$879,990.00	4

The foregoing are the average base sales prices set forth in the Application but only to the transfer to a bona fide purchaser; upon transfer in a bona fide arm's length sale transaction, as prescribed by N.J.S.A. 40A:20-14(a), shall mean the true consideration stated in a deed for a Unit; and upon a transfer other than a bona fide arm's length sale transaction, shall mean the market value at the time of such transfer as determined by the City's tax assessor. The base sales process set forth in this Agreement are estimates and are not reflective of any options and any potential location premiums.

xxxiii. Special Assessment Agreement – That certain Special Assessment Agreement between the City and the Entity executed or to be executed with respect to the Project.

xxxiv. Statutes - The laws of the State of New Jersey including N.J.S.A. 40A:20-1 et seq.

xxxv. Subsequent Developer Agreement – That certain Subsequent Developer Agreement dated August 28, 2023 among the City, the Entity and the Master Developer entered

into by such parties with respect to the Project.

xxxvi. Substantial Completion - The determination by the City that a Unit in the Project is ready for occupancy and as further defined in N.J.S. A. 54:4-63.1 et seq. Issuance of a Certificate of Occupancy shall be conclusive proof of Substantial Completion.

xxxvii. Tax Ratio – the ratio set by the Monmouth County Board of Taxation from time to time pursuant to N.J.S.A. 54:3-17 et seq., representing the relationship of the assessed value of real property within the City to the market value of real property within the City. The Tax Ratio shall be deemed to be 100% in any year in which the City implements a revaluation or reassessment.

xxxviii. Termination – The expiration of this Agreement or the prior termination of this Agreement by the City, the Entity or a Condominium Unit Owner as set forth herein.

xxxix. Total Project Cost – The parties hereto stipulate that the Total Project Cost of the Project as defined in the Governing Law, is anticipated to be approximately the amount set forth in the Application.

Section 1.3 Exhibits Incorporated

All exhibits which are referred to in this Agreement and are attached hereto, are incorporated herein and made a part hereof.

Section 1.4 City Findings

Pursuant to the Law, the City finds that the tax exemption granted pursuant to this Agreement will benefit the City and its citizens and enhance the prospects of the City's Waterfront Redevelopment Area. The City further finds the benefits of granting a tax exemption for the Project far outweigh its costs, if any, and that absent such tax exemption the Project would not be undertaken. The Project is expected to assist in attracting residents to the City, result in new public infrastructure and creating employment opportunities within the City. The tax exemption will help to offset the extraordinary costs of developing and constructing the

Project. The high costs associated with the development of the Project together with conventional real estate taxes would otherwise operate as a disincentive to the redevelopment of the Property, make the Project materially less competitive in the market place and frustrate the goals and objectives of the City's Waterfront Redevelopment Plan.

ARTICLE II - APPROVAL

Section 2.1 Approval of Tax Exemption

The City by execution of this Agreement has granted and does hereby grant its approval for a tax exemption for the Project to be developed and to be maintained under the provisions of the Law on the Property. Pursuant to the Governing Law, the Project shall be exempt from taxation during the Term of this Agreement, and the Land shall be exempt from Land Taxes during the Term of this Agreement once the Annual Service Charge has commenced.

Section 2.2 Approval of Entity

The City hereby approves the Entity undertaking the Project. The Entity by execution of this Agreement hereby understands and agrees that it is obligated to comply and conform with Governing Law and this Agreement in all respects with applicable Laws. A copy of the Entity's amended certificate of formation is attached hereto as Exhibit 3. A copy of the approval of the Department of Community Affairs is similarly attached hereto as part of Exhibit 3.

Section 2.3 Land Taxes

Without limiting the provisions of Section 2.1 above, no Land Taxes or other separate tax on the Land shall be levied, assessed or be subject to separate taxation during the Term of this Agreement, provided however, that the Entity shall make payment of Land Taxes during the construction of the Project, as set forth at Section 4.5, below.

Section 2.4 The Urban Renewal Entity

In accordance with N.J.S.A. 40A:20-3(g), the Entity which initially owns and constructs the Project and all of the Units shall be a Limited Dividend Entity subject to the profit limitations

provided in the Governing Law. These profit limitations are specifically incorporated by reference in this Agreement, shall be applicable to this Agreement, and shall be appropriately considered and followed in the Auditor's Report required to be prepared and delivered under this Agreement.

In accordance with N.J.S.A. 40A:20-14(b), there is expressly excluded from the calculation of Annual Gross Revenue and from Net Profit as defined in the Governing Law and this Agreement any gain realized by the Entity on the sale of the Property or any Unit in the Project, whether or not taxable under federal or state law.

In accordance with N.J.S.A. 40A:20-15 (but subject to N.J.S.A. 40A:20-14(b)), whenever the Net Profit of the Entity for the period taken as one accounting period, commencing on the date on which the construction of the first Unit of the Project is completed and terminating at the end of the last full fiscal year of the Term shall exceed the Allowable Net Profit for the period, the Entity shall pay the excess net profits to the municipality as an additional service charge within 120 days of the close of that fiscal year.

Notwithstanding anything herein to the contrary, the Entity may maintain, during the Term of the Agreement, a reserve against vacancies, unpaid rentals and contingencies in an amount not to exceed 10% of the Annual Gross Revenues of such Entity for the last full fiscal year, and may retain such part of those excess net profits as is necessary to eliminate a deficiency in that reserve. Upon Termination of this Agreement, the amount of reserve, if any shall be paid to the City within 90 days of such Termination.

The Entity shall not make, declare or pay any profit, distribution or emolument of any kind to its principals, stockholders, members, partners, etc. in contravention of N.J.S.A. 40A:20-15. The Entity shall comply with the requirements of the Governing Law. All the organizational papers and documents regarding the formation/creation of the Entity have been forwarded to and approved by the State Department of Community Affairs. Any subsequent purchaser of

any Unit in the Project shall not be required to be an urban renewal entity but shall be fully subject to this Agreement. Unless this Agreement has been terminated, deeds made by the Entity to purchasers of Units in the Project shall reflect the existence of this Agreement as an encumbrance on title to such Unit.

The Entity shall have the powers and authority reflected in N.J.S.A. 40A:20-6 and 7 and all of the rights provided in the Governing Law. The Entity will construct the Project in accordance with the permits and approvals for the Project.

Notwithstanding the foregoing, to the extent that the Tax Exemption Law shall be amended and/or finally interpreted by a court of competent jurisdiction so that the provisions set forth in this Section 2.4 above no longer accurately reflect the provisions of the Tax Exemption Law, the Tax Exemption Law shall control unless the terms contained herein are ratified and validated in a similar fashion to N.J.S.A. 40A:20-22.

Section 2.5 Ownership, Management and Control

The Entity is or will become the designated redeveloper of the Property pursuant to the Subsequent Developer Agreement, and shall develop, operate, manage and sell the Units in the Project.

ARTICLE III - - DURATION OF AGREEMENT

Section 3.1 Term

Absent Termination of this Agreement, it is understood and agreed by the parties hereto that this Agreement shall remain in effect for thirty (30) years (the "Term") for each residential Unit, commencing on the date of Substantial Completion of each Unit, as set forth in Article IV below, after which time the tax exemption for each Unit shall expire and the land and the improvements comprising each Unit shall thereafter be assessed and taxed pursuant to N.J.S.A. 54:4-1 *et seq.* Notwithstanding the foregoing, the Term shall not extend for more than thirty-five (35) years from the date that this Agreement is executed by the Parties.

Section 3.2 Purpose and Benefits of Agreement

- A. Relative Benefits of the project when compared to the costs:
 - i The current real estate taxes on the Land, generate revenue of less than approximately \$54,600.00 per annum.
 - ii The Annual Service Charge will provide annual net revenue to the City of approximately \$142,869.72.
 - iii The Project will provide revenue to the City in an amount which is substantially greater than the amount the City would have received if conventional local property taxation had remained in effect with respect to the Property.
- B. Assessment of the Importance of the Tax Exemption/Abatement in obtaining development of the Project and influencing the locational decisions of probable occupants:
 - i Without the exemption, the Project is not financially viable;
 - ii The exemption permits better use of land and the construction of needed ratables; and
 - iii The exemption permits private development of housing in the City's Waterfront Redevelopment Area consistent with the City's Waterfront Redevelopment Plan.
- C. By the adoption of Ordinance No. _____ on _____, 2024 attached to this Agreement, the Mayor and City Council approved the above findings and those contained in Section 1.3, the Entity's Application and authorized the execution of this Agreement.

ARTICLE IV - ANNUAL SERVICE CHARGE

Section 4.1 Annual Service Charge — N.J.S.A. 40A:20-14

In consideration of the exemption from taxation for the Project, the Entity and each

successor Condominium Unit Owner, as applicable, shall, during the Term of this Agreement, make payment to the City of an Annual Service Charge for municipal services supplied to the Project and to each Unit which shall be:

a. In the period after Substantial Completion and prior to the closing of a Unit between the Entity and a third-party purchaser, the greater of (i) the Minimum Annual Service Charge or (ii) the Sales Price for such Unit multiplied by the Tax Ratio multiplied by the Municipal Purposes Tax Rate multiplied by the County Share Constant.

b. In the first year following the initial transfer of a Unit between the Entity and the third-party purchaser, the greater of (i) the Minimum Annual Service Charge or (ii) the Sales Price for such Unit multiplied by the Tax Ratio multiplied by the Municipal Purposes Tax Rate multiplied by the County Share Constant.

c. As an example, solely for illustrative purposes, if the Sales Price per unit was \$768,204.29, the Total Tax Rate was 1.546%, the Municipal Purposes Tax Rate was 0.631%, the Tax Ratio was 100.00% and the County Factor was 1.052631579, then the Pledged Portion of the Special Assessment would be \$6,773.94 and the Unpledged Portion of the Special Assessment (i.e. the annual service charge per unit) would be \$5,102.49 (i.e. \$11,876.44 - \$6,773.94).

d. In each following year

(a) in which the City is reporting 100% of value to the Monmouth County Tax Board, the greater of (i) the Minimum Annual Service Charge or (ii) the value assigned to the Unit by the tax assessor multiplied by the Municipal Purposes Tax Rate (the "Municipal Share") multiplied by the Tax Ratio multiplied by the County Share Constant.

(b) in which the City is not reporting 100% of value to the Monmouth County Tax Board, the greater of: (i) the Minimum Annual Service Charge or (ii) the prior year Municipal Share multiplied by the Municipal Increase multiplied by the County Share Constant.

The Annual Service Charge shall be calculated from the first day of the month following

the determination by the City of Substantial Completion of each Unit in the Project in the manner set forth herein.

During the Term, the city shall remit five (5%) percent of the Annual Service Charge received by it in the County of Monmouth upon the City's receipt of same.

The Administrative Fee further described a Section 8.2 hereof, shall constitute an additional Annual Service Charge.

In the event that the exemption of Land Taxes provided in Sections 2.1 and 2.3 hereof, and authorized by N.J.S.A. 40A:20-12, is invalidated by a court of competent jurisdiction, the Parties agree that this Agreement shall remain valid and in full force and effect, and the calculation of the Annual Service Charge herein shall be reformed as follows:

In addition to the Annual Service Charge as calculated at Section 4.1(a), (b), (c) or (d) above, as applicable, the Annual Service Charge shall be increased by the Land Taxes due multiplied by the County Share Constant. In the event that Land Taxes become due, the Entity has not waived the credit with respect to same set forth at N.J.S.A. 40A:20-12, and the City will apply the statutory credit to the Annual Service Charge due from the Entity or the Condominium Unit Owner, as applicable. For the avoidance of doubt, a Condominium Unit Owner shall have the right, at its option, to appeal the assessment of its Unit for (i) any tax year for which the City is reporting 100% of value to the Monmouth County Tax Board (i.e., when the City's Tax Ratio of assessed value to market value for real estate taxes is 100%); or (ii) the thirtieth (30th) year of the term of this Agreement. Any such appeal shall be filed in accordance with, and governed by, the applicable laws and regulations that govern tax appeals generally. Any such challenge shall be brought within the time permitted for the filing of tax appeals under Applicable Law. Notwithstanding the foregoing, if for any reason it should be determined that the tax court lacks jurisdiction, then the assessment may be contested pursuant to the dispute resolution provisions of this Agreement, and if an appeal was initially filed in a timely manner with the tax court, shall

be deemed to have been timely filed. Notwithstanding anything to the contrary herein, in no event may any tax appeal result in a reduction of the Pledged Portion of the Special Assessment under the Special Assessment Agreement.

Section 4.2 Quarterly Installments

Payment of the Annual Service Charge shall be made in quarterly installments on those dates when ad valorem real estate tax payments within the City are due subject, nevertheless, to adjustment for over or underpayments within thirty (30) days after the close of each calendar year. In the event that the Entity or any Condominium Unit Owner fails to timely pay the Annual Service Charge, the amount unpaid shall accrue interest at the rate applicable for unpaid real property taxes.

Section 4.3 Pro Rata Basis of Annual Service Charge

The Annual Service Charge with respect to each Unit of the Project for the year in which it is Substantially Completed, shall be adjusted on a pro rata basis from its commencement to the close of such calendar year. For the year in which Termination of this Agreement occurs, the Annual Service Charge shall be similarly pro-rated.

Section 4.4 Annual Service Charge Following Termination

The Entity or any Condominium Unit Owner may terminate this Agreement prior to the expiration of the Term with respect to its Unit upon thirty (30) days written notice to the City. This Agreement may also be terminated by the City in accordance with Section 19.1 below. After Termination of this Agreement with respect to the Project or to any Unit, whichever is applicable, the Property or such Unit shall thereafter be assessed and taxed as conventional real property. Termination of this Agreement prior to the maturity of the RAB Bonds shall not terminate the Entity's obligation to pay the Special Assessment, as defined below, in accordance with the terms of the RAB Bonds, which Entity obligation, for the avoidance of doubt, shall cease upon the sale of the Project to purchasers of Units in the Condominium as

set forth under Section 21.7 herein, and the Condominium Unit Owner shall then be responsible for the payment of the Special Assessments under the Special Assessment Agreement executed contemporaneously with this Agreement.

Section 4.5 During Construction

During the period between commencement of construction of the Project and the Substantial Completion of the Project and/or Unit(s), the Entity shall make a payment of only Land Taxes.

Section 4.6 Special Provisions Regarding the RAB Law

As a consequence of certain separate agreements implemented by City Ordinances and resolutions, the City has agreed that the cost of installation of infrastructure and related expenses required for the development of the Project is being financed by the City's issuance of bonds pursuant to the Redevelopment Area Bond Financing Law N.J.S.A. 40A:12A-64 et seq. (the "RAB Law"). Such improvements are also subject to a special assessment (the "Special Assessment", and more specifically in a Special Assessment Agreement). Therefore, acting in accordance with N.J.S.A. 40A:12A-66, the City and the Entity have agreed that the Annual Service Charge imposed on the Units has been determined in a manner that, at the time of the initial transfer of title of a Unit from the Entity to a Unit purchaser: (i) yields to the City the amount of net revenue that the City would have received (net of taxes payable to the county and for board of education purposes) had conventional local property taxation remained applicable to such Units; and (ii) the Special Assessment (including the Annual Service Charge) due on each Unit will not exceed the amount of conventional local property taxes that would have been due on each Unit had conventional local property taxation remained applicable to such Unit. Accordingly, the terms of N.J.S.A. 40A:20-12(b)(2) requiring a specified minimum and maximum Annual Service Charge and staged increases in the Annual Service Charge shall not apply during the term of this Agreement. This Agreement is conditioned upon issuance of the RAB Bonds by the City, after the City obtains all prerequisite governmental approvals

required for such issuance, and upon the RAB Bonds remaining outstanding during the Term of this Agreement. The City shall take no action to redeem the RAB Bonds prior to the Term of this Agreement.

Section 4.7 Leases

Any lease between the Entity and a tenant shall not require the City's consent or approval and may require that a tenant pay all or part of the applicable Annual Service Charge or Minimum Annual Service Charge provided that no requirement will relieve the Entity of such obligations under this Agreement unless agreed to by the City.

ARTICLE V - DISPUTE RESOLUTION

Section 5.1 Arbitration

In the event of a breach of the within Agreement, other than a payment default, or a dispute arising between the parties in reference to the terms and provisions as set forth herein, either party shall submit the dispute to arbitration, which shall utilize the New Jersey law and the arbitration rules of the American Arbitration Association to be resolved in accordance with such law, rules and regulations in such a fashion as to accomplish the purposes of the Governing Law and this Agreement. The cost of the arbitration shall be borne equally by the Parties. The Parties shall determine whether one arbitrator or a panel of three arbitrators will determine the dispute. An arbitrator shall be mutually acceptable to the Parties and shall have the following qualifications: (i) an attorney at law or other professional of the State of New Jersey, with no less than fifteen years' experience, and whose expertise is in redevelopment projects utilizing the Governing Law; or (ii) any other qualifications mutually acceptable to the Parties. In the event that the Parties cannot agree on the selection of the arbitrator(s), then the dispute shall be arbitrated by a panel of three arbitrators, with each party selecting each arbitrator, and those two arbitrators selecting the third.

The arbitrator(s) shall make written findings of fact and conclusions with respect to compliance with the Governing Law. Any arbitration award may be appealed by either party to

the New Jersey Superior Court, Law Division, with respect to asserted errors of fact or law, and the outcome of such appeal may be further appealed in the New Jersey courts, and shall not be limited in any way due to the origin of the action in arbitration.

In the event of a default in payment of the Annual Service Charge as defined in Article IV, above, the City, among its other remedies, reserves the right to proceed against the Entity's Property or the Unit that is the subject of the default, as applicable, in the manner provided by N.J.S.A. 54:5-1 et seq., irrespective of any Arbitration proceeding and any act supplementary or amendatory thereof. Whenever the word taxes appears or is applied directly or impliedly to mean taxes or municipal liens on land such statutory term shall be read, as far as pertinent to this Agreement, as if the Annual Service Charge constitutes taxes or municipal liens on land. In such event, however, the Entity does not waive any defense it may have to contest the right of the City to proceed in the above- referenced manner.

ARTICLE VI - CERTIFICATE OF OCCUPANCY

Section 6.1 Certificate of Occupancy

It is understood and agreed that it shall be the obligation of the Entity to Substantially Complete the Project and to obtain the Certificate(s) of Occupancy for each Unit within the Project at the time when each Unit is eligible for the issuance of a Certificate of Occupancy. The City shall cooperate to ensure that any offsite infrastructure or other improvements which is the responsibility of the City and/or the Master Developer are approved and completed in a timely manner to ensure the uninterrupted development and issuance of certificates of occupancy for the Units within the Project by the Entity.

Section 6.2 Substantial Completion

The Annual Service Charge is to commence on the first day of the month following the Substantial Completion of any Unit in the Project. The Annual Service Charge shall become payable upon the Substantial Completion of a Unit in the Project regardless of whether the Unit is sold, occupied or tenanted. Only Land Taxes shall be payable prior to Substantial

Completion, in accordance with Section 4.5.

Section 6.3 Filing of Certificate of Occupancy

It shall be the responsibility of the City to forthwith file with and or submit to the Tax Assessor of the City a copy of each Certificate(s) of Occupancy issued for a Condominium Unit in the Project.

Failure of the City to file or submit such issued Certificate(s) of Occupancy, as required by the preceding paragraph, shall not restrict the City's Tax Assessor from taking appropriate action.

The estimated cost data disclosed by the Application submitted by the Entity with this Financial Agreement may at the option of the City's Building Department be used as the basis for construction cost determinations applicable to the issuance of building permits(s) for the Project.

ARTICLE VII - ANNUAL AUDITS

Section 7.1 Accounting System

The Entity agrees to maintain a system of accounting and internal controls required for proper record control under the Agreement. The requirements for submission of periodic reports by the Entity including, without limitation, any Auditor's Reports except for a final accounting required by the Law, shall cease when the Entity no longer has an interest in the Project and has sold all Units as evidenced by recorded deeds or except as required by the Governing Law, following Termination of this Agreement.

Section 7.2 Periodic Reports

Within ninety (90) days after the close of each fiscal or calendar year, depending on Entity's accounting basis for the duration of this Agreement, (taking into account Section 7.1), the Entity shall submit an auditor's report certified by a certified public accountant for the preceding fiscal or calendar year to the City's Chief Financial Officer and the City Clerk, and

the Director of the New Jersey Division of Local Government Services. The auditor's report shall conform to all applicable standards of the Tax Exemption Law and shall include the following data:

Annual Gross Revenue data, Net Profits, excess profits, sales date, sales price of each Unit, principal amount and the interest rate of any mortgage(s) associated with the purchase of each Unit, to the extent known, a listing of those Units identified as investor owned Units and such details as may relate to the financial affairs of the Entity and to its operation and performance hereunder, including gross revenues, allowable profits, mortgage agreements and financial agreements pursuant to the Governing Law and this Agreement.

Failure by the Entity to submit the reports required by this Article VII shall subject the Entity to a fine, payable to the City, commencing on the 91st day after such report is due, in the amount of \$100.00 per day for each day after the 90th day that such report is not filed.

Section 7.3 Project Sales or Leases

When the Project or Unit is sold, all relevant data regarding such sale, including date, consideration, all recorded closing documents (such as deed and affidavit of consideration), shall be submitted to the City Clerk and the Tax Assessor.

Section 7.4 Inspection

The Entity shall permit upon proper request an inspection of property, equipment, buildings and other facilities of the Project as well as an examination and audit of the books, contracts, records, documents and papers by representatives duly authorized by the City or the New Jersey Division of Local Government Services in the Department of Community Affairs. Such examination or audit shall be made following reasonable advance notice during business hours, and shall be conducted in the presence of any officer or agent of the Entity to which the examination or audit relates.

ARTICLE VIII - APPLICATION AND ADMINISTRATIVE

FEE

Section 8.1 Application Fee

The Entity has paid to the City \$2,857.39, representing two percent (2%) of the estimated first year's Annual Service Charge, as a fee for processing the Application.

Section 8.2 Administrative Fee

(a) Defined. The Entity acknowledges and agrees that, in addition to the payment of the Annual Service Charge, an annual administrative fee to the City shall be payable. The annual Administrative Fee shall be 2% of the Annual Service Charge in each year. For purposes of enforcement of collections, such payments shall be considered to be an additional part of the Annual Service Charge and shall be included in billing statements provided by the City to Unit Owners. The Administrative Fee shall be payable and due on or before December 31st of each year with interest accruing for late payments in accordance with the standards applicable to the Annual Service Charge.

(b) Submission of Deeds. The Entity shall submit filed copies of all deeds certified to be true copies within thirty (30) days of a closing to the City Tax Assessor.

ARTICLE IX - INTENTIONALLY OMITTED

ARTICLE X - ASSIGNMENT AND/OR ASSUMPTION

Section 10.1 Assignment

The Entity may assign its rights under this Agreement with the prior written consent of the City, which consent will be granted provided (a) the new entity is an urban renewal entity formed pursuant to the Governing Law, (b) at the time of such assignment, the new entity is or has agreed to become the fee owner of the Project and has agreed in writing to undertake any remaining construction and completion of the Project; (c) the new entity does not own any other Project subject to a long term tax exemption at the time of transfer; (d) the assignor Entity is not then in default of this Agreement; (e) the assignor Entity's obligations under this Agreement

are fully assumed by the new entity; (f) the new entity shall have demonstrated to the City's reasonable satisfaction its financial capability and experience; and (g) the assignor Entity shall pay the City a transfer fee equal to two percent (2%) of the then current Annual Service Charge as required by N.J.S.A. 40A:20-10(d). Upon the transfer of this Agreement to an assignee, the Entity shall be discharged from any further obligation with respect to the Project. Voluntary transfers of more than ten (10%) percent of the ownership of the Project or any portion thereof shall be subject to N.J.S.A. 40A:20-5e. Nothing contained in this Agreement shall prohibit transfers of interests in the Entity itself provided that notice of the transfer, if greater than ten (10%) percent, shall be provided to the City in accordance with N.J.S.A. 40A:20-5e.

Section 10.2 Deeds Recital

While this Agreement remains in effect, deeds for Units in the Project shall include a recital that (a) the grantee is subject to the terms and conditions of this Agreement and the Special Assessment Agreement, and (b) that each of this Agreement and the Special Assessment Agreement run with the land for the duration of this Agreement and the Special Assessment Agreement respectively, and that by accepting this deed, the grantee acknowledges it has received from the Entity a true copy of each of this Agreement and the Special Assessment Agreement, the originals of which may be examined by the grantee in the Office of the City Clerk during regular working days and hours.

Section 10.3 Operation of Project

Following the filing of the master deed creating the condominium, the Project shall be operated in accordance with the provisions of the New Jersey Condominium Act, N.J.S.A. 46:8B-1 *et seq.* as now or hereafter amended and/or supplemented. The Entity hereby agrees at all times prior to the expiration or termination of this Agreement to remain bound by the provisions of this Agreement and those of N.J.S.A. 40A:20-1 *et seq.*, as currently amended and supplemented with respect to Units in the Project which are owned and not sold by either Entity.

Upon the sale of any Unit, the successor in title shall be similarly bound and the Entity shall be relieved and discharged from any obligation or liability under this Agreement with respect to such Unit.

ARTICLE XI - INTENTIONALLY OMITTED

ARTICLE XII - RECORDING

Section 12.1 Recordation of Agreement

The City shall record at the Entity's expense a fully signed original of this Agreement with the office of the Monmouth County Clerk prior to the first conveyance of a Condominium Unit by the Entity.

ARTICLE XIII - WAIVER

Section 13.1 Waiver

Nothing contained in this Agreement shall constitute a waiver or relinquishment by the Entity or the City of any rights and remedies, including without limitation, the City's right to terminate this Agreement and the tax exemption granted hereunder for an uncured breach of any of the terms provided herein. Nothing herein shall be deemed to limit any right of recovery of any amount which the City or the Entity has under law, in equity, or under any provisions of this Agreement.

ARTICLE XIV - NOTICES

Section 14.1 Sent by City

Any notice required hereunder to be sent by either Party to the other shall be sent by a nationally recognized overnight courier service or by certified or registered mail, return receipt requested, addressed as follows:

When sent by the City to the Entity notices shall be addressed to PHM Sunset Square Urban Renewal LLC, Attention: James P. Mullen, Esq., Director of Land Entitlements, NE Corridor Division, 750 US Highway 202, Suite 500, Bridgewater, NJ 08807,

unless, prior to the giving of notice, the Entity shall have notified the City otherwise in writing.

Upon the transfer of title to any Unit in the Project, notice shall be sent to the new owner at the Project or to the address listed for the Condominium Unit Owner on the last tax duplicate of the City unless written notice of a different address for the Condominium Unit Owner was provided to the Tax Assessor and Tax Collector of the City.

Section 14.2 Sent by Entity

When sent by the Entity or Condominium Unit Owner to the City, notice shall be addressed to the City Clerk, Mayor and City Manager at City Hall, One Municipal Plaza, Asbury Park, New Jersey 07712, unless, prior to the giving of notice, the City shall have notified the Entity or Condominium Unit Owner otherwise in writing. The notice to the City shall identify the subject and property to which it relates.

ARTICLE XV - INTENTIONALLY OMITTED

ARTICLE XVI -

CONSTRUCTION/ENFORCEMENT

Section 16.1 Applicable Law

This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey.

ARTICLE XVII - WASTE AND REFUSE DISPOSAL

Section 17.1 Responsibility of Entity

Unless the City otherwise agrees, collection and disposition of all solid waste, refuse and recyclables emanating from the Project shall be the exclusive responsibility of the Entity prior to the filing of the master deed creating the condominium, and thereafter by the Condominium Association. The Entity or other responsible party shall engage a licensed collector, hauler or scavenger at the Entity's (or other responsible party's) cost and expense to collect and dispose such waste and recyclables.

ARTICLE XVIII - INDEMNIFICATION

Section 18.1 Defined

It is understood and agreed that, in the event the City shall be named as a party defendant in any action brought against the Entity by reason of any breach, default or a violation of any of the provisions of the within Agreement and/or the provisions of N.J.S.A. 40A:20-1 et seq., by the Entity, the Entity shall indemnify and hold the City harmless, and the Entity agrees to defend the suit at its own expense, unless the City is found to have committed gross negligence and/or willful misconduct. However, the City maintains the right to intervene as a party thereto to which such intervention the Entity hereby consents. The expense of such intervention thereof shall be borne by the City.

ARTICLE XIX - DEFAULT

Section 19.1 Default

“Default” shall be the failure of the Entity or a Condominium Unit Owner to perform its obligations under this Agreement after notice and within applicable cure periods provided in this Agreement.

Section 19.2 Cure Upon Default

Should the Entity or any Condominium Unit Owner be in default in the payment or performance of its obligations under this Agreement, the City shall notify such defaulting party of said default. Said notice shall set forth with particularity the basis of the alleged default. The defaulting party shall have 90 days to cure any default, except for a payment default, which the defaulting party shall have 10 days to cure. If any non-payment default cannot be cured within the cure period then, provided that diligent cure efforts are being prosecuted, the period for cure shall be extended for an additional 90 days after which this Agreement may be terminated in accordance with the Governing Law. Assuming that a condominium regime has been established with respect to the Project this Agreement may be terminated partially and solely in respect of the condominium Unit in the Project owned by the party to which the Default applies in accordance with Governing Law.

Section 19.3 Remedies Upon Default

The City shall, among its other remedies, have the right to proceed against the real property, which may be an individual condominium Unit, as applicable, that is the subject of the default pursuant to the In Rem Tax Foreclosure Act, N.J.S.A. 54:5-1 et seq. All of the remedies provided in this Agreement to the City and all rights and remedies granted to it by law and equity shall be cumulative and concurrent but shall, assuming a condominium regime has been established with respect to the Project, be applied solely against the Unit within the Project to which the Default applies. Further the bringing of any action for any unpaid charges due to the City under this Agreement, the Annual Service Charge, or for breach of any covenant or the resort to any other remedy herein provided for shall not be construed as a waiver of the right of the City to terminate the tax exemption as to the real property which is the subject of the Default, or assuming that a condominium regime has been established with respect to the Project against the Unit within the Project which is the subject of the Default.

Section 19.4 Force Majeure

The Parties acknowledge and agree that the performance or non-performance by both or either of the Parties of any obligation, requirement, commitment or responsibility set forth in this Agreement shall not be deemed to be an Event of Default where such performance, failure of performance or delay in performance is the result of a Force Majeure Event, provided however, that the Force Majeure Event was not the result of or did not arise out of any unlawful action or non-action of the party relying on such Force Majeure Event as justification for the performance, failure of performance, or delay in performance of the subject obligation, requirement, commitment or other responsibility. In the event of a Force Majeure Event, either party hereto may obtain an extension of time to perform any obligations arising under this Agreement by notifying the other party in writing pursuant to the provisions of Article XIV of the Force Majeure Event no later than thirty (30) days after the first occurrence of the Force Majeure

Event, and such extension of time shall commence upon the first occurrence of the applicable Force Majeure Event; provided, however, that if either party fails to give such notice within such thirty (30) day period, and the event or occurrence that is the basis for the Force Majeure Event continues for more than thirty (30) days, such delay shall still be a Force Majeure Event that excuses the impacted party's performance if the impacted party gives notice thereof, but the period of time during which such performance is excused shall commence on the date when the notice is received by the non-impacted party. Any such extension of time shall only be for so long as the Force Majeure Event reasonably requires.

ARTICLE XX - TERMINATION

Section 20.1 Termination Upon Default of the Entity or Condominium Unit Owner

In the event the Entity or Condominium Unit Owner fails to cure or remedy such default or breach within the time period provided in Section 19.2, the City may terminate this Agreement as to the Condominium Unit(s) affected by the Default upon 30 days written notice to the Entity or Condominium Unit Owner then in Default. For purposes of the Entity rendering a final financial accounting, the termination of this Agreement shall be deemed to be the end of the fiscal year for the Entity or Condominium Unit Owner. The Entity then in Default shall within 90 days after the date of such termination, pay to the City a sum equal to the amount of the reserve, if any, maintained pursuant to N.J.S.A. 40A:20-13 and N.J.S.A. 40A:20-15 as well as the excess profit, if any, payable under this Agreement. The termination date of this Agreement shall be deemed to be the end of such Entity's fiscal year.

Upon such termination of the exemption for the Project or any Unit, all affected properties and all improvements made to the Project or applicable Unit, as the case may be, shall be assessed from the date of termination under conventional real property taxation principles.

ARTICLE XXI - MISCELLANEOUS

Section 21.1 Conflict

The parties agree that in the event of a conflict between the Application, and this Agreement, this Agreement shall govern and control. The Governing Law shall supersede any conflict between its terms and this Agreement provided that the Governing Law shall be interpreted and applied in a manner consistent with the terms of the RAB Law, N.J.S.A. 40A:12A-64 et seq.

Section 21.2 Oral Representations

There have been no oral representations made by any of the Parties hereto which are not contained in this Agreement. This Agreement, the City's Ordinance approving this Agreement, the Application, the Subsequent Developer Agreement and the Special Assessment Agreement constitute the entire agreement between the Parties, and there shall be no modifications hereto other than by a written instrument executed and delivered by the Parties.

Section 21.3 City's Ordinance

The City's Ordinance approving this Agreement is incorporated in this Agreement and a made part hereof.

Section 21.4 Good Faith

The covenants of good faith, fair dealing and implied necessity are deemed incorporated into and made a part of this Agreement.

Section 21.5 Grammatical Usage

The bracketing, of the letter "s" at the end of a word such as Unit(s) shall mean the singular or plural as proper meaning requires and all related verbs and pronouns shall be made to correspond.

Section 21.6 Tentative Financial Plan

A financial plan and detailed representations and covenants by the Entity conforming to

N.J.S.A. 40A:20-9 for the undertaking of the Project is included in the Application. The Entity represents that they will diligently attempt to construct the Project in accordance with the information contained in the Application and the terms of the Subsequent Developer Agreement.

Section 21.7 Condominium Sales

Notwithstanding any contrary term or provision of this Agreement, the City expressly agrees and consents to the sale of the Project to purchasers of Units in the Condominium to be formed upon the filing of the master deed and to their successors and assigns and that upon the transfer of title to a Unit by the Entity to the purchaser of such Unit (which shall be deemed to have occurred upon such Unit's sale), the Entity's obligations under this Agreement with respect to such Unit shall cease, the tax exemption granted hereby and all obligations related thereto shall continue and inure to and bind each purchaser of a Unit and his successors and assigns notwithstanding that such persons are not urban renewal entities pursuant to the Governing Law. The proceeds of the sale of Units in the Project shall not be included in the Annual Gross Revenue or Net Profits of the Entity.

Section 21.8 Payment of Other Fees for Municipal Services

To the extent that the City collects fees from property owners for the provision of certain services provided by the City or its agents, the Entity agrees to make payments for such municipal services, including without limitation water and sewer charges and any services that create a lien on parity with or superior to the lien for the land taxes and Annual Service Charges, as required by law. Nothing herein is intended to release Entity from its obligation to make such payments during such time as the Entity owns the Property and/or Condominium Units

Section 21.9 Severability

If any term, covenant or condition of this Agreement shall be judicially declared to be

invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Financial Agreement shall be valid and be enforced to the fullest extent permitted by Applicable Law.

If any portion of this Agreement shall be judicially declared to be invalid and unenforceable and provided that a default has not been declared pursuant to this Agreement, the Parties shall cooperate with each other to take the actions reasonably required to restore the Agreement to the manner and economic effect contemplated by the Parties, including, but not limited to the authorization and amendment of this Agreement in a form reasonably drafted to effectuate the original intent of the Parties.

Section 21.10 Certification

The City shall certify to the City Tax Assessor, pursuant to the Governing Law, that this Agreement entered into by the City and the Entity has been lawfully entered into and is in effect pursuant to the Governing Law. The delivery by the City to the City Tax Assessor of a certified copy of the Ordinance shall constitute the required certification. Upon the delivery of the certification as required hereunder, the City Tax Assessor shall implement the tax exemption and continue to enforce the tax exemption without further certification by the City until the Termination Date. Further, upon the execution and delivery of this Agreement, the Ordinance shall be transmitted to the Director of the New Jersey Division of Local Government Services in the Department of Community Affairs by the City.

Section 21.11 Estoppel Certificate

Within thirty (30) days following written request therefor by the Entity, or any mortgagee, purchaser, tenant or other party having an interest in the Project, the City shall issue a signed estoppel certificate in reasonable form stating that (i) this Agreement is in full force and effect,

(ii) to the best of the City's knowledge, no default has occurred under this Agreement (nor any event which, with the passage of time and the giving of notice would result in the occurrence of a default) or stating the nature of any default; and (iii) stating any such other reasonable information as may be requested. In the event the estoppel certificate discloses a default, it shall be identified with reasonable detail and also state the manner in which such default may be cured.

Section 21.12 Exhibits

The following Exhibits are attached hereto and incorporated herein as if set forth at length herein:

1. Exhibit 1 - The Application.
2. Exhibit 2 - Ordinance authorizing the execution of this Agreement.
3. Exhibit 3 - Certificates of the Entity approved by Department of Community

Affairs.

[INTENTIONALLY LEFT BLANK; SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

PHM SUNSET SQUARE URBAN
RENEWAL, LLC
By: Preserve I, Inc. – Its Sole Member

By: _____
Name: James P. Mullen
Title: Division Director of Land Planning
and Entitlements

THE CITY OF ASBURY PARK

John Moor, Mayor

[SEAL]

ATTEST:

Cindy Dye, RMC, City Clerk

STATE OF NEW JERSEY,
COUNTY OF MONMOUTH

SS:

I CERTIFY that on _____, 2024, John Moor personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized and did execute this instrument as Mayor of the City of Asbury Park, NJ; and
- (c) executed the instrument as the act of the City of Asbury Park, NJ.

Notary Public

STATE OF NEW JERSEY,
COUNTY OF SOMERSET

SS:

I CERTIFY that on _____, 2024, James P. Mullen personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized and did execute this instrument as Division Director of Land Planning and Entitlements, of Preserve I, Inc., the sole member of PHM Sunset Square Urban Renewal, LLC; and
- (c) executed the instrument as the act of PHM Sunset Urban Renewal LLC as authorized by appropriate resolution or certificate of unanimous consent of said limited liability company.

Notary Public

EXHIBIT 1
The Application

EXHIBIT 2
Ordinance

Attachment: Financial Agreement Council package 4.15.24 (2024-16 : PHM SUNSET SQUARE URBAN RENEWAL LLC Block 4205 Lot 2 and 3

EXHIBIT 3
Certificates of the Entity

(TO BE PROVIDED)

APPLICATION FOR LONG TERM TAX EXEMPTION
(COMMERCIAL/RESIDENTIAL/CONDOMINIUM PROJECT)

OFFICE OF THE
CITY MANAGER
MUNICIPAL BUILDING
ONE MUNICIPAL PLAZA
ASBURY PARK, NEW JERSEY 07102

*PHM Sunset Square Urban Renewal
LLC*

Name of Applicant

*750 US Hwy NO 202, Suite 500
Bridgewater Twp, NJ 08807*

Address of Applicant

*401 Kingsley Street
Asbury Park, NJ 07712*

Address of Project Site

THE UNDERSIGNED, ON BEHALF OF AND WITH THE POWER AND INTENT TO BIND THE APPLICANT, HEREBY CERTIFIES TO THE CITY AS FOLLOWS, AND HEREBY ACKNOWLEDGES THAT THE STATEMENTS CONTAINED HEREIN ARE MADE IN INDUCEMENT OF A TAX ABATEMENT PURSUANT TO THE LONG TERM TAX EXEMPTION LAW:

SECTION A: APPLICANT INFORMATION

1. Name of Applicant:

PHM Sunset Square Urban Renewal LLC

2. Address of Applicant:

*750 US Hwy NO 202, Suite 500
Bridgewater Twp, NJ 08807*

SECTION B: PROPERTY INFORMATION

3. Identification of Property:

- a. State the street address of the proposed project site (the "Project Site"), according to the currently effective tax map of the City (the "Official Map"):

1401 Kingsley Street and 205 Sunset Avenue

- b. State the block and lot number(s) corresponding to the Project Site on the Official Map:

Block 4205 Lots 2 & 3 (to be consolidated into Lot 3.01)

- c. Identify the designated Redevelopment Area or applicable zone district in which the Project Site is located:

"Waterfront Prime Renewal Area" of the "Asbury Park Waterfront Redevelopment Plan (Plan IV)," adopted by the City on June 5, 2002,

- d. Attach a metes and bounds description of the Project Site.

See Schedule A attached hereto.

- e. Attach a sealed copy of a survey of the Project Site OR provide a plotting thereof drawn from the Official Map.

See Schedule B attached hereto.

4. Current Assessment and Tax Status of the Project Site:

a. Current Assessment

<u>BLOCK</u>	<u>LOT</u>	<u>LAND</u>	<u>IMPROVEMENTS</u>	<u>TOTAL</u>
<u>4205</u>	<u>2</u>	<u>\$1,113,600</u>	<u>\$0</u>	<u>\$1,113,600</u>
<u>4205</u>	<u>3</u>	<u>\$2,784,100</u>	<u>\$0</u>	<u>\$2,784,100</u>
<u> </u>	<u> </u>	<u>\$</u>	<u>\$</u>	<u>\$</u>
<u> </u>	<u> </u>	<u>\$</u>	<u>\$</u>	<u>\$</u>

b. Current Tax Status

<u>BLOCK</u>	<u>LOT</u>	<u>REAL PROPERTY BALANCE</u>	<u>WATER/SEWER</u>	<u>TOTAL</u>
<u>4205</u>	<u>2</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
<u>4205</u>	<u>3</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
<u> </u>	<u> </u>	<u>\$</u>	<u>\$</u>	<u>\$</u>
<u> </u>	<u> </u>	<u>\$</u>	<u>\$</u>	<u>\$</u>

c. Merger

If the Project Site is comprised of more than one lot on the Official Map, the Applicant hereby represents to the Mayor and Council that the Applicant will simultaneously herewith apply to the Planning Board upon site plan approval in writing for a merger of the lots into one or more lots, as proper land assessment requires. Applicant’s failure to make such petition shall permit the assessor to make a merger of lots in a manner deemed appropriate to him or her and the Applicant shall be bound thereby and to the merger’s effective date and the valuation of the land.

SECTION C. MUNICIPAL ASSISTANCE REQUESTED

5. What type of Long-Term Tax Exemption/PILOT is the Applicant requesting? (Note: if the proposed project incorporates more than one type of use, identify the type of Long-Term Tax Exemption/PILOT requested for each use.)

a. ____ Long Term Commercial.

Industrial Project with an annual service charge equal to fixed percent of annual gross revenue (*N.J.S.A. 40A:20-12*).

b. ____ Long Term Commercial.

Industrial Project with an annual service charge equal to 2% of total project cost (*N.J.S.A. 40A:20-12*). (Owner Occupied only).

c. ____ Long Term Residential Project.

Annual service charge based on the formula established pursuant to *N.J.S.A. 40A:20-12(b)(1)*.

d. X Long Term Residential Condominium.

Annual service charge based on the formula established pursuant to *N.J.S.A. 40A:20-12(b)(1)*.

6. The requested duration of Long-Term Tax Exemption/PILOT is 30 years.

SECTION D: PROJECT INFORMATION

7. Describe the proposed project. Include a detailed description of the improvements to be made to the Project Site that includes, but is not limited to; the housing type(s) proposed, number of residential units, number of affordable housing units, floor area of commercial space, number of surface parking spaces, number of structured parking spaces, and number of building stories.

See attached Schedule C.

8. Provide a detailed breakdown of the total estimated project cost. Attach substantiation of the assumptions utilized and attach a signed and sealed architect's certification as to the construction costs. Please also see N.J.S.A. 40A:20-8 and comply therewith.

See attached Schedule D.

9. Provide a detailed spreadsheet indicating of the type of units along with square footage, bed/bath count (if applicable), and projected estimated monthly or annual rents of each.

See Project description attached as Schedule C. Unit rental is N/A.

10. Identify the total estimated Annual Gross Revenue pursuant to N.J.S.A. 40A:20-3(h). Please attach a tentative financial plan for the Project, including but not limited to the following information, as appropriate: schedule of rents, estimated expenditures for operation and maintenance, payments for interest, amortization of debt and reserves, payments to the City to be made pursuant to a financial agreement to be entered into with the City, and anticipated rate of return (to demonstrate satisfaction of constitutional but-for test).

See attached Schedule E.

11. Describe the method of financing the project, including but not limited to a recapitulation of relevant financing terms (to the extent known), and the identification of funding sources.

Self-funded by applicant.

12. Provide an estimated project schedule, including the anticipated project completion date.

See attached Schedule F.

13. Disclosure Statement:

- a. Name of Corporation, Partnership or Entity:

PHM Sunset Square Urban Renewal LLC

- b. Principal place of business:

*750 US Hwy NO 202, Suite 500
Bridgewater Twp, NJ 08807*

- c. Name of statutory agent and address upon whom legal process may be served is:

*Corporation Service Company
100 Charles Ewing Blvd
Princeton South Corp. Ctr, Ste 160
Ewing, New Jersey 08628*

- d. Incorporated in the State of
- New Jersey

The following represents the name and addresses of all stockholders or partners owing a 10% or greater interest in the above corporation or partnership. If one or more of the above named is itself a corporation, partnership, or entity, I have annexed hereto the names and addresses of anyone owing a 10% or greater interest therein.

<u>Name of Owner(s)</u>	<u>Address</u>	<u>Percent Owned</u>
-------------------------	----------------	----------------------

See attached Schedule G.

- e. Name of Directors

<u>Name of Owner(s)</u>	<u>Address</u>	<u>Title</u>
-------------------------	----------------	--------------

None.

14. List all parties (persons or entities) affiliated or otherwise connected with the Applicant who have any interest in any agreement concerning tax exemption that is currently in force and effect with the City of Asbury Park.

<u>Name</u>	<u>Name of Urban Renewal Entity</u>
<u>None</u>	

15. List all parties (persons or entities) affiliated or otherwise connected with the Applicant who have any interest in any other contract or agreement that is currently in force and effect with the City of Asbury Park.

<u>Name</u>	<u>Type of Contract or Agreement</u>
<u>PHM Sunset Square Urban Renewal LLC</u>	<u>Subsequent Developer Agreement</u>

16. Describe the number and manner of temporary jobs (including skill level and any certifications or memberships needed) to be created by the Project during the construction period. Also describe the number and manner of permanent jobs (including skill level and any certifications or memberships needed) to be created by the Project within one year after completion.

See attached Schedule H.

17. Provide any further information that you wish the City to consider, for example, public benefits that will accrue to the City, its residents or the surrounding community from construction of the Project. (For illustrative purposes only: Will the undertaking of the Project include the remediation of any environmental hazards? Will the Project serve to enhance, preserve or reuse any property or building of historic interest? Will the Project provide expanded or rehabilitated open space or recreational facilities?)

See attached Schedule H.

18. The proposed Project complies with the Asbury Park Waterfront Redevelopment Plan (Plan IV) (insert name of redevelopment plan) as adopted and on file with the City Planning Board.

19. The undertaking conforms to all applicable municipal ordinances, its completion will meet an existing need, and the Project accords with the Master Plan of the City as it currently exists or as it will be amended.

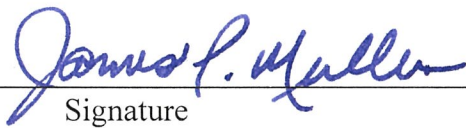
20. The construction of the Project has not commenced nor will it commence prior to the final approval and execution of a Financial Agreement between the City and the Applicant.

21. No office or employee of the City has any direct or indirect personal or financial interest in the Project which is the subject of this application.

22. Please state any exception(s) to the statements made (#1 to #21 above).

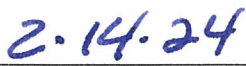
None.

23. I certify that all the foregoing statements made by me are true. I am aware that if of the foregoing statements made by me are willfully false, I am subject to punishment.


Signature

James P. Mullen, Division Director of Land Planning and Entitlements.
By: Preserve I, Inc. its Sole Member

Print Name and Title


Date

Applicant(s) shall submit ten (10) copies executed in the original. Where the Applicant is other than an individual person, the signature on the application shall be certified as to its authenticity and authority by the submission of a notarized corporate resolution bearing the seal of the corporation and the signature of the secretary of the corporation or similar bona fide evidence.

SCHEDULE LIST

- A - Metes and bounds description.
- B - Survey.
- C – Project Description.
- D – Breakdown of total estimated project cost.
- E – Tentative financial plan.
- F – Estimated project schedule.
- G – Disclosure of owners owning 10% or greater.
- H – Summary of project benefits.

SCHEDULE A
M&B Description



1800 Route 34, Suite 101
Wall Township, New Jersey 07719
T: 732.312.9800
F: 732.312.9801
fpaengineers.com

**DESCRIPTION OF LOTS 2 & 3, BLOCK 4205
CITY OF ASBURY PARK
MONMOUTH COUNTY, NEW JERSEY**

All that certain parcel, or tract of land situated in the City of Asbury Park, Monmouth County, New Jersey, known as Lots 2 & 3, Block 4205, being more particularly described as follows:

BEGINNING at a point of intersection of the Northerly line of Sunset Avenue (a 100 foot wide right of way per Tax Map), and the Westerly line of Kingsley Street (a 75 foot wide right of way per Tax Map) as mentioned in Deed Book 8479, Page 2625, and from said point of beginning running thence,

1. North 74° 57' 43" West, a distance of 175.00 feet along said Northerly line of Sunset Avenue to a point in the Easterly line of Lot 1, Block 4205; thence,
2. North 15° 02' 17" East, a distance of 192.00 feet along said Easterly line to a point marked by an iron pipe found in the Southerly line of 16 foot wide Alley (as recited in Deed Book 1183, Page 468); thence,
3. South 74° 57' 43" East, a distance of 175.00 feet along said Southerly line of 16-foot-wide Alley to a point in the Westerly line of Kingsley Street; thence,
4. South 15° 02' 17" West, a distance of 192.00 feet along said Westerly line of Kingsley Street to the point and place of **BEGINNING**.

Containing 33,600 square feet, more or less, or 0.771 acres, more or less.

Subject To:

- A. Any recorded or unrecorded easements, restrictions and covenants.

Being intended to describe Lots 2 & 3, Block 4205, as shown on a map entitled, "Boundary & Topographic Survey, Prepared for Lots 2 & 3, Block 4205, Situated in the City of Asbury Park, Monmouth County, New Jersey", prepared by French & Parrello Associates, P.A., dated January 17, 2022, and revised on December 7, 2022.

Thomas J. Ertle, P.L.S.
Professional Land Surveyor
N.J. License No. 24GS03583400

SCHEDULE B
Survey

Attachment: SIGNED Sunset Square APPLICATION FOR LTTE(10523254.3) (2024-16 : PHM SUNSET SQUARE URBAN RENEWAL LLC Block

SCHEDULE C

NARRATIVE DESCRIPTION OF PROJECT INCLUDING ZONING ANALYSIS

NARRATIVE OF DESCRIPTION OF PROJECT

Applicant proposes to redevelop and repurpose an existing vacant lot into a residential Community consisting of twenty-eight (28) market-rate, for-sale, stacked townhouses in 2 buildings, with each townhome having a one car garage and individual driveway space. Applicant intends to offer four (4) different townhouse models including:

- Bowery = 1,004 square feet
- Murray Hill = 1,238 square feet
- Union = 1,654 square feet
- Greenwich = 1,930 square feet

The Project will be offered to all interested purchasers and will not be restricted to any group or groups on the basis of age or income. The Applicant also proposes to improve the Property with customary site improvements, including landscaping, lighting, stormwater facilities, etc. Each unit will have one exterior, surface parking space and one internal garage parking space. Applicant will comply with the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A:-1 et seq. with respect to the proposed project, including the requirement that the Project residents will not be restricted on the basis of age, income, or any other factor. The Project does not require any variances, deviations, waivers or other relief from the Waterfront Redevelopment Plan.

SCHEDULE D
TOTAL PROJECT COST ESTIMATE
(AS CERTIFIED BY ARCHITECT OR ENGINEER)

Account Category	Gross	Per Lot
10006-Land - Sales Surcharge	-	-
10106-Interest/Escalator - Lan	-	-
10108-Broker Fees	-	-
10202-Legal Fees	95,880.00	3,424
10204-Prepaid Tap Fees/Syst De	255,472.00	9,124
10214-Recording Fees	5,000.00	179
10216-Title Insurance	33,500.00	1,196
10218-Contribution to Local Pool	378,000.00	13,500
10220-Impact/Proffers Fees 1	-	-
10228-School/Park Contribution	-	-
10232-Municipal Fees	90,390.56	3,228
10302-Preliminary Engineering	275,280.00	9,831
10312-Landscape Architecture	-	-
10316-Final Engineering/Design	-	-
10318-Const Phase-Engineering	68,500.00	2,446
Soft Costs	1,202,022.56	42,929
10322-Compaction/Construction	67,695.00	2,418
10400-Clearing & Brushing	-	-
10406-Demolition	39,500.00	1,411
10414-Unsuitable Soils/Rock	228,750.00	8,170
10416-Earth Balancing a/o Ret	98,196.39	3,507

10428-Sediment/Erosion Control	88,840.00	3,173
10438-Sanitary Sewer/Septic Sy	56,850.00	2,030
10442-Storm Sewer System	35,375.00	1,263
10444-Water System	20,800.00	743
10446-Special Structures	137,500.00	4,911
10452-Retaining Walls	78,375.00	2,799
10458-Paving 1	51,168.89	1,827
10464-Curb & Gutter	24,350.00	870
10466-Sidewalks	20,304.00	725
10468-Electric Distribution	56,500.00	2,018
10478-Street Lighting	20,500.00	732
10480-Street Signs	6,000.00	214
10486-Offsite Sanitary	-	-
10488-Offsite Water Main	-	-
10490-Offsite Paving	36,211.11	1,293
10494-Offsite - Other	-	-
10496-Reimbursements	-	-
10500-Irrigation Systems	-	-
10502-Landscaping	80,527.50	2,876
10508-Expected Repairs & Maint	-	-
10510-Unexpected Costs	137,406.75	4,907
Hard Costs	1,289,849.63	46,066
10602-Amenities	10,769.23	385
10604-Sales Center Sitework	-	-

10606-Common Perim Fenc/Wall/G	-	-
10608-Community Buildings	-	-
10702-Letters of Credit/Bonds	34,070.73	1,217
10704-HOA Costs	92,700.00	3,311
10712-Land Warranty Reserve	39,200.00	1,400
10716-Sold Lot Gain/Loss	-	-
10718-Net Realizable Value Adj	-	-
10751-Common Cost Allocation	-	-
10724-Winter Conditions	8,700.00	311
10726-Lot Cost Adjustment	-	-
10900-LDA Closeout	-	-
Other/Pulte Costs	345,439.97	12,337
Total Land Development Estimate 2,837,312.16 101,333		

**COST ESTIMATES FOR EACH UNIT TYPE
(AS CERTIFIED BY ARCHITECT OR ENGINEER)**

HOUSE TYPE	HOUSE COSTS
Bowery	\$ 189,960.00
Murray Hill	\$ 219,788.00
Union	\$ 274,839.00
Greenwich	\$ 308,503.00

SCHEDULE E
PROJECT FINANCIAL PLAN

Review Date:		Input		First Unit Closing Date:		11/15/2024		Lot:		250,000	
Listed in Annual Plan (Y/N):		Input		Last Unit Closing Date:		04/15/2025		Other Lot Costs:		102,298	
Listed in Latest Forecast:		Input		Land Investment:		9,864,332		Total Cost Per Lot:		352,298	
Contract Closing Date:		Input		Peak Investment:		(12,324,431)		# of Models:		0	
AMC Approval Deadline:		Input		Overhead %:		4.3%		Disposition Costs Per Unit:		26,808	
Lot Size:		Input		Start-Up Exp:		30,000					
Product Type/Series:		Input		Total Overhead:		983,351					
Scenario Assumptions:				Total Overhead:		983,351		Price:		3.3%	
Overhead Unit (excl PS):						35,120					
Land Transactions											
Deposit	1/15/2022	Lot:	Amount	Applicable Y/N	Type (Cash, LOC, etc)	Held By					
Deposit	5/15/2022		50,000	Input	Input	Input					
Deposit	1/15/2023		100,000	Input	Input	Input					
Deposit	5/15/2023		75,000	Input	Input	Input					
Deposit	6/15/2023		150,000	Input	Input	Input					
Total Deposits			425,000								
Purchase	11/15/2023	28	75,000								
Purchase	2/15/2024	28	7,000,000								
Total Purchases		28	7,075,000								
Profitability											
FY2021	Closings	Revenue	Gross Profit	Net Overhead	PBC & PS	Pre-Tax Inc	Cash Flow	Putts ROI	IRR	NPV	
FY2022							(291,135)				
FY2023							(632,468)				
FY2024	12	9,898,272	2,049,288	480,680	296,948	1,271,659	(5,639,852)	11.2%			
FY2025	16	13,197,696	2,732,384	502,670	395,931	1,833,783	9,668,911	51.4%			
FY2026											
Total	28	23,095,968	4,781,672	983,350	692,879	3,105,442	3,105,456	30.5%	25.2%	556,116	
% Revenue		100.0%	20.7%	4.3%	3.0%	13.4%					

SCHEULE F PROJECT SCHEDULE

Project Schedule	Completion Date - Month & Year
Redeveloper Designation/Subsequent Developer Agt of PH by City	January-23
Submit Preliminary & Final Site Plan Amendment (Planning Board)	February-23
County Soil Conservation District & NJPDES (RFA)	August-23
County Planning Board	August-23
Preliminary & Final Site Plan Approval Date	May-23
NJDEP - Freshwater Wetlands Letter of Interpretation (Absence Determination)	July-23
NJDEP - Flood Hazard Area Verification/Permit Approval	July-23
NJDEP - Treatment Works Approval (Sewer Extension)	January-24
NJDEP - Bureau Safe Drinking Water (NJAW Master Permit Water Extension) - 'Service Application Assignment #'	January-24
NJDEP - CAFRA Master Permit Amendment	January-24
Approved Final Site Plan and Resolution Compliance (all Approvals)	January-24
Purchase Property	February-24
Commence Clearing, Demolition & Grading	February-24
Paving Begins	May-24
Start Production of Townhomes	May-24
Start Sales & Marketing	June-24
First Home Closing	November-24
Last Home Closing	April-25

Attachment: SIGNED Sunset Square APPLICATION FOR LTTE(10523254.3) (2024-16 : PHM SUNSET SQUARE URBAN RENEWAL LLC Block

SCHEDULE G**DISCLOSURE OF CORPORATE OWNERSHIP**

Listed below are the names and addresses of all owners of the entities affiliated with the undersigned Applicant

Name:

PHM Sunset Square LLC (Applicant)
750 US Highway 202, Suite 500
Bridgewater, NJ 08807

Its sole member, having a 100% interest, is
Preserve I, Inc.
3350 Peachtree Road, NE
Atlanta, GA 30326

Preserve I, Inc. is 100% owned by Pulte Home Company, LLC
3350 Peachtree Road, NE
Atlanta, GA 30326

Pulte Home Company, LLC is 100% owned by Pulte Diversified
Company, LLC
3350 Peachtree Road, NE
Atlanta, GA 30326

Pulte Diversified Company, LLC is 100% owned by Pulte Group, Inc.
3350 Peachtree Road, NE
Atlanta, GA 30326

Pulte Group, Inc. is publicly traded on NYSE
3350 Peachtree Road, NE
Atlanta, GA 30326

No person or entity owns 10% or more of the stock/interest in Pulte Group

SCHEDULE H
SUMMARY OF PROJECT BENEFITS

The proposed redevelopment would occur one block west of the Waterfront, which includes Kingsley and Sunset Avenues. This area has been designated as an area in need of redevelopment due to the blighted or underutilized nature of the subject property. The redevelopment is intended to be one of many redevelopment projects in the area and subject to the Waterfront Redevelopment Plan. The implementation and execution of this important redevelopment will benefit the Municipality in a number of ways.

The redevelopment will increase tax base for the Municipality. With or without a long-term tax exemption, the Municipality will receive more revenue from the subject property than would be received from ad valorem conventional taxes on the existing land, especially in light of the fact that the Property is unimproved. In addition to the economic benefit the redevelopment will increase the curb appeal and desirability of the subject property, which is expected to result in increased residential and commercial activity. Further, it is expected approximately 50 temporary full/part time construction jobs will be created during development, and 10 full time equivalent permanent jobs will be created by the Project. The redevelopment is poised to establish and stabilize the areas immediately surrounding Sunset Lake, Atlantic Square Park and Bradley Park, thus increasing economic activity and furthering the City’s revitalization efforts. The Applicant believes the residential living space will serve to increase the vibrancy of the Waterfront community. It is the Applicant’s belief that the new construction will also spur other development and commercial activity in the surrounding area, which will be needed to support the new residents.

With respect to prospective employment at the Project Site, Applicant confirms that any and all permanent jobs will have a pay scale consistent with market rates and commensurate with experience. Applicant will undertake a variety of measures in conjunction with the City of Asbury Park in order to ensure that municipal residents have an opportunity to apply for and obtain both temporary and permanent jobs. Of course, Applicant’s first concern is the safety and well-being of these employees as well as the residents of the City. Therefore, all municipal residents will be vetted for experience, qualifications and skills for that particular job. Based on historical experience within the municipality, Applicant expects that ultimately 5-10% of the temporary construction jobs will be filled by municipal residents. However, that number can be drastically increased if qualified applicants are available. Applicant agrees to work in tandem with the City to ensure as many of these jobs go to Municipal Residents as is economically feasible.



**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 8th day of May, 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

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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 & NJGIS Data, but this secondary product has not been NJDEP & NJGIS 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;

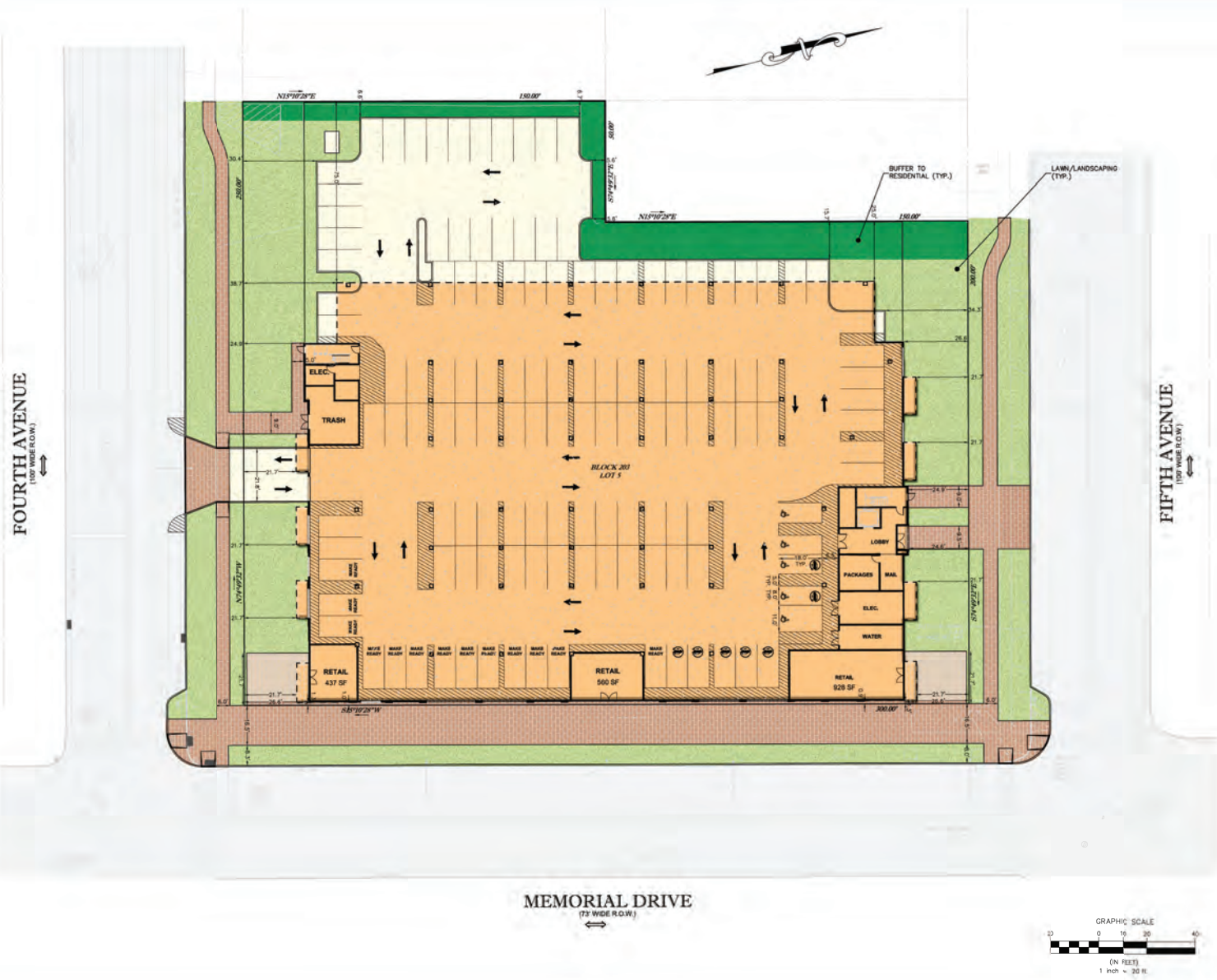
redesign areas of sprawl; and protect the character of existing stable communities."

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
KCE
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

Memorial Drive Frontage

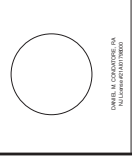


R-03

RENDERING

REVISIONS / ISSUES	
NO.	DATE
1	6/2/2023
BY	PLANNER

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: 732.261.1100
WWW.MODE-ARCH.COM

Memorial Drive and Fifth Avenue Frontage

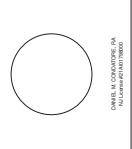


R-01

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 100
ASBURY PARK, NJ 07712
TEL: 732.221.1100
WWW.MODEARCHITECTS.COM

R-02

DATE: 05/20/2020
DRAWN BY: J. DAVIS
CHECKED BY: J. DAVIS

RENDERING

REVISIONS / ISSUES	DATE
1. INITIAL DESIGN	05/20/2020
2. PLANNER	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

1201 MEMORIAL DRIVE
PROPOSED MULTI-FAMILY DEVELOPMENT
1201 MEMORIAL DRIVE
ASBURY PARK, NJ 07712
BLOCK: 203, LOT: 5



mode
ARCHITECTS
601 LAUREL AVE. SUITE 200
ASBURY PARK, NJ 07712
TEL: 732.226.8000
WWW.MODE-ARCH.COM



Fifth Avenue Frontage

mode
ARCHITECTS

**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**



Minutes
Meeting of the Municipal Council
Wednesday, April 24, 2024
REGULAR MEETING

Executive Session - 4:00 p.m.

2024-201 Resolution Authorizing a meeting which excludes the public

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

Workshop Session - 6:00 p.m.

Call to Order/Roll Call

Attendee Name	Title	Status	Arrived
Angela Ahbez-Anderson	Councilmember	Present	
Eileen Chapman	Councilmember	Absent	
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	

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

SPECIAL EVENT APPLICATIONS:

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

ITEMS TO BE PRESENTED:

1. NJIIF Safety Award

Ezio Altamura and Eric Nemeth presented the 2022 NJIIF Safety Award to Mayor and Council.

Matters from City Council

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

Council member Clayton had no matters at this time.

Deputy Mayor Quinn stated, the Asbury Park Arts Council and APTV launched an initiative in 2024 called "Two-minutes with" where they are asking film makers to choose an artist or business in Asbury Park and create a two-minute video profile. The accepted films will run on APTV and can be used by subjects for their own promotion and marketing. The idea was born out of Asbury Park Arts Council Film makers meet ups as way to spotlight the depth and breath of creative energy in Asbury Park. APTV is happy to be used as a platform to amplify the works of film makers supporting local artists and small businesses. As an initiative, Asbury Park Arts Council is awarding \$100 gift certificate to Asbury Park businesses for the next 3 accepted films. Example films can be seen on the Asbury Park Arts Council YouTube channel and details on how to upload a film on the APTV website. The Asbury Park Public Arts Commission, it's our fifth year promoting the mural program. We have progressed to 13 portable murals in 2021 that you see in the downtown on Cookman Avenue and in Springwood Park. We commissioned in 2022 the murals on the south-side of the sewer plant last year, the 4 murals on the east-side of the sewer plant, and right now we are working on the mural facing Asbury Towers with the Asbury Towers residents picking the final mural.

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 stated, For anyone who is here this evening concerning the redevelopment plan for the property located at 1201 Memorial Drive. This is an important matter that has been discussed at numerous public meetings, including one public forum that was noticed to all property owners within 200 feet. Considering there is not a full contingent of the council present to consider the matter this evening, the council will be tabling the public hearing and the vote on the potential adoption of the development plan for this property until the next meeting which is going to be held on May the 8th. As such if you came here this evening solely for that matter you may wish to leave and come back on May the 8th because the City Council will not be addressing it this evening. Of course, you are certainly welcomed to stay for tonight's meeting if you wish and to speak during this evening's regular public comment period.

PUBLIC PARTICIPATION

A motion was made by Council member Ahbez-Anderson and seconded by Mayor Moor to open the meeting to the public. All were in favor. The following members of the public spoke: Eric Galipo, Michael Sodano, and Nancy Sabino made a comment about 1201 Memorial Drive Ordinance; Polli Schildge made a comment about traffic and pedestrian safety; Felicia Simmons made a comment about a community center; Michael Kirshner made a comment about road paving; Frank Cucinotta made a comment about the Boardwalk Grant Fund; and Ezio Altamura made a comment about risk management claims. A motion to close the meeting to the public was made by Mayor Moor and seconded by Deputy Mayor Quinn. All were in favor.

MINUTES

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

1. Municipal Council- Executive Meeting April 10, 2024 4:00 PM
2. Municipal Council - Regular Meeting - Apr 10, 2024 6:00 PM

CONSENT AGENDA RESOLUTIONS

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

- 2024-202 Resolution Approving Special Event Applications
- 2024-203 Resolution Amending Temporary Budget Appropriations for 2024 Budget
- 2024-204 Resolution Authorizing the Disposition of Surplus Property
- 2024-205 Resolution Appointing Muralists Courtney Pasterchick And Bradley Hoffer To Paint Murals On The City Of Asbury Park Wastewater Treatment Plant For 2024

INDIVIDUAL RESOLUTIONS

- 2024-206 Resolution Approving Payment Of Bills

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

2024-207 Resolution Identifying of Menu Items as Per the Subsequent Developer Agreement between the City of Asbury Park, Madison Asbury Retail LLC, and Asbury Partners

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

2024-208 Resolution Authorizing Purchase of Electronic Door Locking System at the New Fire Department Headquarters

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

2024-209 Resolution Authorizing the Purchase of a Twenty-Eight (28) Passenger Vehicle with Wheelchair Lift for Senior Center

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

2024-210 Resolution Authorizing the Purchase of Parts Needed to Repair Primary Pumps at the Sewer Plant

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

2024-211 Resolution Authorizing Purchase of Wristbands for the Beach Department

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

2024-212 Resolution Authorizing the Purchase of Recycling/Trash Stations

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

2024-213 Resolution Authorizing the Acquisition and Installation of Playground Equipment for the 4th Avenue and Heck Street Playground utilizing Monmouth County Open Space Grant

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

2024-214 Resolution Authorizing the Emergency Sink Hole Repairs Needed at First Avenue

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

2024-215 Resolution Authorizing the Annual Renewal of SDL Software

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

2024-217 Resolution Approving Change Order #4 for the New Fire Department Headquarters

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

2024-218 Resolution of the Mayor and City Council of The City of Asbury Park to enter into a Professional Services Agreement with Public Resources Advisory Group for the Provision of RAB Administration for the Cove

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

2024-219 Resolution of the Mayor and City Council of The City of Asbury Park to enter into a Professional Services Agreement with Public Resources Advisory Group for the Provision of RAB Administration for 202/204 7th Avenue

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

2024-220 Resolution of the Mayor and City Council of The City of Asbury Park to Enter into a Professional Services Agreement with Public Resources Advisory Group for the Provision of RAB Administration for 407 Lake Ave

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

2024-221 Resolution Authorizing a Professional Services Contract to T&M Associates for Remedial Action Services at the New Fire Department Headquarters

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

2024-222 Resolution Approving Plans And Specifications For The Intersection Of County Route 40A (Memorial Drive) And Cookman Avenue At The Site Of The New Asbury Park Firehouse in the City of Asbury Park

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

2024-223 Resolution Of The Mayor And City Council Of The City Of Asbury Park Referring Proposed Amendments To The 1001 First Avenue Redevelopment Plan To The City Of Asbury Park Planning Board, And Directing The Planning Board To Take Certain Actions Pursuant To N.J.S.A. 40A:12A-7(e)

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

2024-224 Resolution of Support for a Project located at 901 Mattison Avenue (Block 603, Lots 3-9) and 900 Mattison Avenue (Block 607, Lot 8) to be considered for Aspire Tax Credit Program

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

2024-225 Resolution Establishing and Adopting an Amended Complete Streets Policy for the City of Asbury Park

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

ORDINANCES

Introduction

- 2024-13 Ordinance Of The City Of Asbury Park creating Article 13-1400, Entitled “LEAD-based paint inspections for residential rental dwellings,” Of Part 2, “Rental Property,” Of Chapter 13, “Property Improvement And Neighborhood Preservation - Property Maintenance Code,” Of “The Code Of The City Of Asbury Park”

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 5/8/2024 6:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Angela Ahbez-Anderson, Councilmember
AYES:	Angela Ahbez-Anderson, Yvonne Clayton, Amy Quinn, John Moor
ABSENT:	Eileen Chapman

- 2024-14 Ordinance Of The City Of Asbury Park Amending And Supplementing Article 13-1300, Entitled “Short-Term Rentals,” Of Part 2, “Rental Property,” Of Chapter 13, “Property Improvement And Neighborhood Preservation - Property Maintenance Code,” Of “The Code Of The City Of Asbury Park”

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 5/8/2024 6:00 PM
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Angela Ahbez-Anderson, Yvonne Clayton, Amy Quinn, John Moor
ABSENT:	Eileen Chapman

- 2024-15 Ordinance Of The City Of Asbury Park, In The County Of Monmouth, State Of New Jersey, Providing For The Special Assessment Of The Cost Of Certain Wastewater, Stormwater, Roadway, Streetscape, Utility And Other Infrastructure Improvements On Block 4205, Lots 2 And 3 Within The Asbury Park Waterfront Redevelopment Area And Establishing A Mechanism For Payment Of The Cost Thereof

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 5/8/2024 6:00 PM
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	John Moor, Mayor
AYES:	Angela Ahbez-Anderson, Yvonne Clayton, Amy Quinn, John Moor
ABSENT:	Eileen Chapman

- 2024-16 Ordinance Of The City Of Asbury Park Authorizing The Execution Of A Financial Agreement With Phm Sunset Square Urban Renewal LLC Concerning Property Located At Block 4205 Lots 2 And 3 On The Tax Map Of The City Of Asbury Park And Granting A Tax Exemption

RESULT:	INTRODUCED [3 TO 1]
	Next: 5/8/2024 6:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	John Moor, Mayor
AYES:	Yvonne Clayton, Amy Quinn, John Moor
NAYS:	Angela Ahbez-Anderson
ABSENT:	Eileen Chapman

Second Reading/Public Hearing

2024-9 Ordinance Amending Section 20-3, Entitled “Plastic Bags,” Of Chapter 20, “Environmental Regulations,” Of “The Code Of The City Of Asbury Park.”

A motion to open 2024-9 to the public was made by Council member Ahbez-Anderson and seconded by Deputy Mayor Quinn. All were favor. No members of the public spoke.

A motion to close 2024-9 to the public was made by Mayor Moor and seconded by Deputy Mayor Quinn. All were in favor.

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

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.

A motion to open 2024-10 to the public was made by Council member Ahbez-Anderson and seconded by Mayor Moor. All were favor. The following members of the public spoke: Tom Pivinski. A motion to close 2024-10 to the public was made by Council member Ahbez-Anderson and seconded by Mayor Moor. All were in favor.

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

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)

A motion to open 2024-11 to the public was made by Deputy Mayor Quinn and seconded by Council member Clayton. All were favor. No members of the public spoke.

A motion to close 2024-11 to the public was made by Deputy Mayor Quinn and seconded by Council member Clayton.. All were in favor.

RESULT:	TABLED [UNANIMOUS]
	Next: 5/8/2024 6:00 PM
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Angela Ahbez-Anderson, Councilmember
AYES:	Angela Ahbez-Anderson, Yvonne Clayton, Amy Quinn, John Moor
ABSENT:	Eileen Chapman

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

A motion to open 2024-12 to the public was made by Mayor Moor and seconded by Deputy Mayor Quinn. All were favor. No members of the public spoke.

A motion to close 2024-12 to the public was made by Mayor Moor and seconded by Deputy Mayor Quinn. All were in favor.

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

ADJOURNMENT

The meeting was adjourned at 7:20 PM

A motion to close the meeting was made by Deputy Mayor Quinn and seconded Council member Ahbez-Anderson. Meeting adjourned at 7:20 PM.

Respectfully submitted by:

Lisa Esposito, City Clerk