



Agenda
Meeting of the Municipal Council
Wednesday, May 12, 2021
REGULAR MEETING 6:00 PM

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

2021-220 Resolution Authorizing a meeting which excludes the public

A. Litigation

1. Beauvil, et al. v. City of Asbury Park

B. Potential Litigation

1. 527 Bangs Avenue (Parking Impact Fee)

C. Contract Negotiations

1. 1276 Washington Avenue-Interfaith Neighbors Request to Purchase City Owned Property
2. 1401 Ocean Avenue-Subsequent Redevelopers Agreement (Berkeley Hotel)

D. Attorney Client Privilege

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

1. Call to Order/Roll Call
2. Silent Prayer/Moment of Reflection
3. Salute to the Flag
4. Announcement - Open Public Meetings Act

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

Special Event Applications

Proclamation

1. Rick Benjamin and Paragon Ragtime Orchestra

Items to be Presented:

2. Asbury Park Equity Committee Recommendations

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 28th 5:00 pm
- Municipal Council Executive Meeting May 5th 1:30 pm
- Municipal Council - Regular Meeting - Apr 28, 2021 6:00 PM
- Municipal Council - Special Meeting - May 5, 2021 1:30 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.

2021-221 Resolution Approving Special Event Applications

2021-222 Resolution Amending Temporary Budget Appropriations for 2021 Budget

2021-224 Authorize Submission of a Grant Application to the State of New Jersey, Department of Public Safety, Division of Highway Traffic Safety, Under the "Click it or Ticket" 2021 Seat Belt Mobilization Grant

2021-225 Resolution to Refund Overpaid Taxes Block-3205 Lot-12 604 Grand Avenue

2021-226 Resolution to Refund Overpaid Taxes Block-3205 Lot-11 600 Grand Avenue

2021-227 Resolution to Refund Overpaid Taxes Block-3205 Lot-1 610 Grand Avenue

2021-228 Resolution of Support Authorizing the Sustainable Jersey 2021 EDF Climate Corps Program Application

D. Individual Resolutions

- 2021-229 Resolution Approving Payment of Bills
- 2021-230 Authorizing the Execution of a Shared Service Agreement with the County of Monmouth for Dispatch Services
- 2021-231 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
- 2021-232 Resolution Authorizing the Purchase of Three Kubota's
- 2021-233 Resolution Authorizing the Purchase two Rear Compactor Boxes for the Beach Department
- 2021-234 Rescinding Resolution 2020-283 and Authorizing a Contract for the Installation of an Underground Sprinkler System at Sunset and Cannon Park
- 2021-235 Resolution Authorizing Change Order Number 2, 3 and 4 for the Deal Lake Drive Improvements Project
- 2021-236 Resolution Approving Change Order #5 for Bridge and Heck Street Improvements
- 2021-237 Resolution Adopting the Monmouth County HOME Consortium FY-2021 Annual Action Plan for the Housing and Community Development Block Grant (CDBG) Program
- 2021-238 Resolution Authorizing the Reprogramming of Funds as a result of a Substantial Amendment to the City's Community Development Block Grant (CDBG) Annual Action Plans for Fiscal Years 2017, 2018 and 2019
- 2021-239 Resolution of The Mayor And City Council of The City of Asbury Park to Designate 1401 Ocean Avenue, LLC, As a Subsequent Developer and to Enter Into a Subsequent Developer Agreement With 1401 Ocean Avenue, LLC, For The Development of A Roof Top Deck On The Berkeley Oceanfront Hotel Located On The Property At Block 4204, Lot 1
- 2021-240 Resolution Establishing A Flag Flying Policy Relating to The Display of Commemorative or Organizational Flags On City Flagpoles.
- 2021-241 Resolution Appointing Members to The Rent Leveling Board

E. Ordinances

1. Introduction

- 2021-18 Ordinance of The City of Asbury Park Authorizing the Amendment to Certain Financial Agreements Within the City
- 2021-19 Ordinance of the City of Asbury Park Amending Traffic and Parking Regulations (Chapter VII) Designating Waterfront Parking for Electric or Plug-In Hybrid Vehicles
- 2021-20 An Ordinance Amending Various Sections of Chapter XXX, Entitled "Land Development Regulations," of The Code of the City of Asbury Park, New Jersey.

- 2021-21 An Ordinance Amending Various Sections of Chapter XXX, Entitled “Land Development Regulations,” of The Code of the City of Asbury Park, New Jersey and Amending the Official Zoning Map
- 2021-22 An Ordinance Amending Ordinance No. 2021-5, Entitled “An Ordinance Establishing A Rent Leveling Board as Well as Rules That Regulate the Price of Rent and Rate of Rent Increase for Certain Rental Housing Within the City of Asbury Park, And Amending and Supplementing the Code of The City of Asbury Park to Establish A New Chapter 15 Thereof, Which Shall Be Entitled ‘Rent Leveling Regulations.’”

2. Second Reading/Public Hearing

2021-16 2021 Cap Rate Ordinance

F. Municipal Budget Public Hearing 2021

G. Adjournment

IV. Resolutions

1. Resolution Accepting Award of a Grant from the Monmouth County Municipal Open Space Program and Authorizing Signatories

**RESOLUTION NO. 2021-220****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 May 12, 2021 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. Litigation:

1. Beauvil, et al. v. City of Asbury Park

B. Potential Litigation:

1. 527 Bangs Avenue (Parking Impact Fee)

C. Contract Negotiations:

1. 1276 Washington Avenue-Interfaith Neighbors Request to Purchase City Owned Property.

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.

MELODY HARTSGROVE
CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, April 28, 2021
REGULAR MEETING

Executive Session - 5:00 p.m.

2021-198 Resolution Authorizing a meeting which excludes the public

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

ATTORNEY-CLIENT PRIVILEGE

Workshop Session - 6:00 p.m.

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

City Clerk Melody Hartsgrrove called the meeting to order at 6:00 PM.

2. Silent Prayer/Moment of Reflection
3. Salute to the Flag
4. Announcement - Open Public Meetings Act

PROCLAMATION

1. Proclaiming April 30, 2021 as Arbor Day

Proclaiming April 30, 2021 as Arbor Day.

2. Proclaiming May 6, 2021 as A Day of Prayer
Proclaiming May 6, 2021 as A Day of Prayer.

Special Event Applications

Director of Recreation, Leesha Floyd presented Special Events applications to Mayor and Council.

ITEMS TO BE PRESENTED:

Deputy City Manager, Michael Manzella and Transportation Manager, James Bonnano presented an E-Scooter Share Program to Mayor and Council.

Matters from City Council

Council member Clayton stated, I am really excited that the restrictions are being lessened but we still have COVID, so don't relax too much. Free testing is going to happen at the transportation center on Wednesday, May 12th from 4:00PM to 7:00PM. Anyone in the city that is looking for assistance getting a vaccine scheduled please call our Social Services Department at 732-775-0960. If you need transportation to a vaccine location, that can be arranged. You can call 732-431-6480.

Council member Kendle stated, this past Monday Eileen Chapman and myself had the privilege with having coffee with the residents of Asbury Park, coffee with the residents. It was a good experience and I just want to thank all the people that came out. A lot of respect was shown. I also want to thank Sonia for the good job she did and helping us out. Keep wearing your mask and keep being safe.

Deputy Mayor Quinn stated, one thing I want to say and it's happening nationally, it's happening state-wide, and it's happening locally is hiring. I know a number of our small businesses have been tittering throughout this pandemic and I would just ask that we treat the small businesses here with kindness when they start the reopening process and when these numbers start to go up, and if they are struggling getting staff that we just be kind.

Mayor Moor had no matters at this time.

Matters from City Manager

City Manager, Donna Viero 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 Kendle to open the meeting to the public. All were in favor. The following members of the public spoke: Ernest Mignoli made a comment about the Ansell, Grimm & Aaron Law Firm, Peter Siegel made a comment about the recent Special Election, Rita Marano made a comment about E-Scooters and the City Attorney Frederick Raffetto, and Polli Schildge made a comment about E-Scooters. A motion to close the meeting to the public was made by Council member Kendle and seconded by Mayor Moor. All were in favor.

MINUTES

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

1. Municipal Council Executive Meeting March, 24, 2021
2. Municipal Council Executive Meeting April 14, 2021
3. Municipal Council - Regular Meeting - Apr 14, 2021 6:00 PM **Accepted**

CONSENT AGENDA RESOLUTIONS

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

- 2021-199 Resolution Approving Special Event Applications
- 2021-200 Resolution Amending Temporary Budget Appropriations for 2021 Budget
- 2021-201 Resolution of Support from Local Governing Body Authorizing the Sustainable Jersey Grant funded by PSEG
- 2021-202 Authorize Submission of a Grant Application to The State Of New Jersey Department of Law and Public Safety Office of The Attorney General. SFY21 Body Worn Camera Grant Program
- 2021-203 Resolution Adopting a Purchasing Manual to Establish the Purchasing Policy and Procedures for the City of Asbury Park
- 2021-204 Authorizing Appointments to the "Environmental/Shade Tree Commission"

INDIVIDUAL RESOLUTIONS

2021-205 Resolution Approving Payment of Bills

RESULT:	ADOPTED [3 TO 1]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Jesse Kendle, Councilmember
AYES:	Yvonne Clayton, Jesse Kendle, Amy Quinn
NAYS:	John Moor
ABSENT:	Eileen Chapman

2021-206 Resolution Awarding a Contract to Allied Signage Corporation for the Citywide Wayfinding Project

RESULT:	TABLED [UNANIMOUS]
	Next: 5/12/2021 6:00 PM
MOVER:	John Moor, Mayor
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Yvonne Clayton, Jesse Kendle, Amy Quinn, John Moor
ABSENT:	Eileen Chapman

2021-207 Awarding of a Contract to Millennium Communications Group for Cameras and Electronics at Library Square Park

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

2021-208 Awarding of a Contract to Millennium Communications Group for South Boardwalk Security Upgrades

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

2021-209 Awarding of a Contract to Millennium Communications Group for Cameras and Wireless Equipment at Cookman and Madison Avenue

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

2021-210 Resolution Appointing PKF O'Connor Davies to Conduct a Sewer Rate Study, and Authorizing the Execution of an Agreement for Professional Services Associated Therewith

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

2021-211 Resolution Authorizing an Agreement for Monthly Toxicity Testing at the Sewer Plant

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

2021-212 Appointing Shore Point Architecture to Provide Architectural and Engineering Services for the New Fire Station and Authorizing the Award of a Non-Fair and Open Professional Service Contract

RESULT: **ADOPTED [3 TO 1]**
MOVER: Amy Quinn, Deputy Mayor
SECONDER: Jesse Kendle, Councilmember
AYES: Jesse Kendle, Amy Quinn, John Moor
NAYS: Yvonne Clayton
ABSENT: Eileen Chapman

2021-213 Resolution Authorizing Purchase of Ammunition for the Police Department

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

2021-214 Resolution of The Mayor and City Council of The City Of Asbury Park Referring Proposed Amendment(s) To The Section Entitled “District Standards and “Definitions” In The Central Business District 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: Amy Quinn, Deputy Mayor
SECONDER: Jesse Kendle, Councilmember
AYES: Yvonne Clayton, Jesse Kendle, Amy Quinn, John Moor
ABSENT: Eileen Chapman

2021-215 Resolution Authorizing Change Order Number One for 1117 Sunset Avenue Demolition

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

2021-217 Award of E-Scooter Share Program for the City of Asbury Park

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

ORDINANCES

Second Reading/Public Hearing

2021-10 Ordinance of the City of Asbury Park Amending Chapter VII of the Code of the City of Asbury Park Regarding Traffic Regulations Pertaining to Sylvan Avenue, Adam's Street, Atkins Avenue, and Avenue A

A motion to open 2021-10 to the public was made by Council member Kendle and seconded by Council member Clayton. All in favor. The following members of the public spoke: Ernest Mignoli and Rita Marano made comments about Adams Street.

A motion to close 2021-10 was made by Mayor Moor and seconded by Council member Kendle.

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

2021-11 Ordinance of the City of Asbury Park Amending Chapter VII of the Code of the City of Asbury Park Regarding Traffic Regulations Pertaining to the City's Alleyways

A motion to open 2021-11 to the public was made by Council member Clayton and seconded by Council member Kendle. All in favor. The following members of the public spoke: Polli Schildge and Ernest Mignoli made comments about the city's alleyways, and Rita Marano asked a question about Transportation Manager James Bonanno.

A motion to close 2021-11 was made by Council member Kendle and seconded by Mayor Moor.

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

2021-17 An Ordinance Establishing a Restricted Parking Space for use by Handicapped Persons at Property Located at 1100 Block of Langford Street in the City of Asbury Park, and Amending and Supplementing Section 7-36, Entitled, "Handicapped Parking," of Chapter VII, "Traffic," of the "Revised General Ordinances of the City of Asbury Park, New Jersey."

A motion to open 2021-17 to the public was made by Council member Kendle and seconded by Council member Clayton. All in favor. The following members of the public spoke: Ernest Mignoli made a comment about handicapped parking. A motion to close 2021-17 was made by Deputy Mayor Quinn and seconded by Mayor Moor.

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

ADJOURNMENT

The meeting was adjourned at 7:23 PM

A motion to close the meeting was made by Deputy Mayor Quinn and seconded by Council member Kendle. All in favor. Meeting was adjourned at 7:23 PM

Respectfully submitted by:

Melody Hartsgrove, Deputy City Clerk

Minutes Acceptance: Minutes of Apr 28, 2021 6:00 PM (Minutes)



Minutes
Meeting of the Municipal Council
Wednesday, May 5, 2021
SPECIAL MEETING

Executive Session - 1:30 pm.

2021-218 Resolution Authorizing a meeting which excludes the public

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

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

City Clerk Melody Hartsgrove called the meeting to order at 2:20 PM.

Public Participation

A motion was made by Council member Chapman and seconded by Council member Clayton to open the meeting to the public. No members of the public spoke. A motion to close the meeting to the public was made by Council member Chapman and Council member Kendle . All were in favor.

INDIVIDUAL RESOLUTIONS

- Resolution Awarding a Contract to MS Signs, Inc. for the Citywide Wayfinding Project

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

ADJOURMENT

A motion to close the meeting was made by Council member Chapman and Deputy Mayor Quinn.

Respectfully submitted by:

Melody Hartsgrove, Deputy City Clerk

Minutes Acceptance: Minutes of May 5, 2021 1:30 PM (Minutes)



RESOLUTION NO. 2021-221

**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 May 12, 2021 the following Special Events Applications were presented for approval by the Director of Recreation:

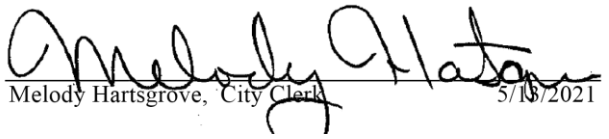
1. EID Prayer
2. AP AYF Banquet
3. Drumming Circle on the beach
4. Solace Sunrise Walk
5. AP Record Show
6. AP Concert Band Concerts/Luckenbill
7. Wedding Reception in Kennedy Park
8. Weddings:
 - 5/22
 - 6/19
 - 8/23

WHEREAS, the Mayor and Council have determined to approve said applications, so long as all requirements of the City's "Special Events" Ordinance (Section 4-10 of the City Code) have been satisfied by the respective applicants, as well as any other requirements imposed by the City's Police Department and/or Special events Committee.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey, that all the above referenced Special Events Applications are hereby approved, so long as all requirements of the City's "Special Events" Ordinance (Section 4-10 of the City Code) have been satisfied by the respective applicants, as well as any other requirements imposed by the City's Police Department and/or Special events Committee.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-221 which was finally adopted by the City Council at a meeting held on the 12th day of May, 2021

CERTIFIED BY ME THIS DAY OF , .



Handwritten signature of Melody Hartsgrove in black ink, written over a horizontal line.

Melody Hartsgrove, City Clerk

5/13/2021

MELODY HARTSGROVE
CITY CLERK



SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

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

NAME OF EVENT: Eid Prayer

DATE(S): 5/12/21 or 5/13/21 Rain Date: _____

HOURS OF EVENT: From 9AM To: 11AM

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Springwood Park

Name of Applicant/Organization: Islamic Center of Asbury Park

Address: 612 Ridge ave Asbury Park NJ 07712

Contact: Mysara Elbasouni Phone: 732-856-3904

Fax: _____ Email: mysara91@gmail.com

Non-Profit? Yes X No _____ Tax Exempt ID Number: 22-3153341

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: We will line up for a prayer on the grass, with each congregant on his own mat for about twenty minutes. Afterwards, the Imam will deliver a small speech for ten minutes over the PA system while they are seated on their prayer mats.

On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.

Attachment: cm 512 (2021-221 : Special Event Applications)

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMITYes _____ No X If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 100 maxADMISSION CHARGE? YES _____ NO X IF YES, HOW MUCH _____VENDOR CHARGE? YES _____ NO X IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES _____ NO X Please Give Details: _____

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: We do not anticipate any trash, but will insure that any trash left behind by the congregants is cleaned up after the event is completed. We will bring our own trash bags and dispose of any trash left behind in our own dumpster if needed.

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: We will operate our PA system with a small generator. We will just need access to the public restrooms. _____

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

*All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of Fire Prevention.

*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 10 days prior to the date of the event.

*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 10 business days in advance of the event date.

*If the event insurance policy and all fees are not submitted to the City 10 days prior to the event, the City reserves the right to cancel the event.


Signature of Applicant

4/26/2021
Date

Mysara Elbasouni
Print Name of Applicant

Attachment: cm 512 (2021-221 : Special Event Applications)

SPECIAL EVENTS PERMIT APPLICATION



Date Received: _____ APP. # _____

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

NAME OF EVENT: Asbury Park AYF&C Banquet

DATE(S): 5/16/21 Rain Date: 5/23/21
HOURS OF EVENT: From 2pm To: 5pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Springwood Ave. Park

Name of Applicant/Organization: Kyle Weedon / Asbury Park AYF&C

Address: 610 Sewall Ave. Apt. 9T Asbury Park, NJ 07712

Contact: Kyle Weedon Phone: 732-546-4010

Fax: _____ Email: AsburyParkAYF@gmail.com

Non-Profit? Yes X No _____ Tax Exempt ID Number: 31-1484747

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: We will be hosting a trophy banquet to honor all players & Cheerleaders from our 2020 Football & Cheer Season

On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. **NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.**

OVER

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes _____ No X If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 150ADMISSION CHARGE? YES X NO _____ IF YES, HOW MUCH \$10 Per parentVENDOR CHARGE? YES _____ NO X IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES _____ NO X Please Give Details: _____PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: Our Board Members and Coacheswill act as security, Clean-Up Crew.DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: We are looking to use
one DPW worker for the length of the event.NOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

*All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of Fire Prevention.

*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 10 days prior to the date of the event.

*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 10 business days in advance of the event date.

*If the event insurance policy and all fees are not submitted to the City 10 days prior to the event, the City reserves the right to cancel the event.

Kyle Weedon
Signature of Applicant5-27-21
DateKyle Weedon
Print Name of Applicant

For Special Events Office Use only:

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

SPECIAL EVENTS PERMIT APPLICATION



Date Received: _____ APP. # _____

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

NAME OF EVENT: DRUMMING CIRCLE at the COASTAL GARDEN

DATE(S): Every Wednesday from May 25, to September 1, 2021

Rain Date: None

HOURS OF EVENT: From 6:00 pm to 8:00 PM

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Southeast side of the Casino next to the new ESTC Coastal Garden.

Name of Applicant/Organization: AP Environmental Shade Tree Commission

Address: 9 Main Street

Contact: Tom Pivinski

Phone: 908-489-4391

Fax: _____ Email: iksnivip@aol.com

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

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: A group of approximately 15-20 drummers will gather and be led by their organizer, John Eustor, in rhythmical percussion patterns. The drummers bring their own instruments and there is no electrical production of the event.

Attachment: cm 512 (2021-221 : Special Event Applications)

On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. **NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.**

OVER

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes _____ No ☒ If yes, please explain _____

NUMBER OF PEOPLE ANTICIPATED TO ATTEND: _____ 15-20 _____

ADMISSION CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____

VENDOR CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____

WILL YOU REQUIRE A STREET CLOSING? YES _____ NO ☒ Please Give Details:

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: _____

____ Participants will abide by Covid19 protocols regarding masks and social distancing.

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

____ N/A _____

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

*All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of Fire Prevention.

*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 10 days prior to the date of the event.

*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 10 business days in advance of the event date.



SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

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

Solace Sunrise Walk

NAME OF EVENT: _____

DATE(S): June 20, 2021 Rain Date: June 27, 2021

HOURS OF EVENT: From 4:00 am To: 6:30 am

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Board Walk

Name of Applicant/Organization: Solace House Inc.

Address: 1040 Jackson Ave, Long Island City NY 11101

Contact: Rebecca Skedd Phone: 914-309-5935

Fax: _____ Email: Rebecca.skedd@solacehouseusa.org

Non-Profit? Yes ☒ No ☐ Tax Exempt ID Number: 47-2629761

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: We are hoping to do a walk on the BoardWalk to raise awareness for suicide prevention and mental health. The walk starts right before sunrise and participants walk as part of a community as the sun begins to rise- symbolic of hope. It would be max 50 - 75 people, all participants are required to sign a waiver and we purchase event insurance.

*On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. **NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.***

Attachment: cm 512 (2021-221 : Special Event Applications)

OVER

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes _____ No X If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 50 - 75ADMISSION CHARGE? YES X NO _____ IF YES, HOW MUCH \$35VENDOR CHARGE? YES _____ NO X IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES _____ NO X Please Give Details:

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: We will have assigned stewards who will navigate participants up the Boardwalk, ensuring they're walking on the right side. We won't have any materials so there should be no garbage but we assign volunteers to our cleanup committee who complete the entire route after the event to ensure there is absolutely no garbage left over. We take ALL garbage away with us.

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

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

*All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of Fire Prevention.

*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 10 days prior to the date of the event.

*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 10 business days in advance of the event date.

*If the event insurance policy and all fees are not submitted to the City 10 days prior to the event, the City reserves the right to cancel the event.

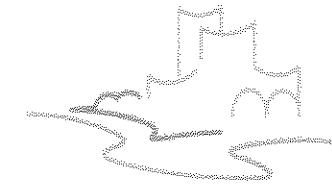
Rebecca Skedd
Signature of Applicant

4/30/2021
Date

Rebecca Skedd
Print Name of Applicant

Attachment: cm 512 (2021-221 : Special Event Applications)

SPECIAL EVENTS PERMIT APPLICATION



ASBURY PARK

Date Received: _____ APP. # _____

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

 NAME OF EVENT: ASBURY PARK RECORD SHOW

 DATE(S): JUNE 27th Rain Date: _____
 HOURS OF EVENT: From 8AM To: 4PM

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

KENNEDY PARK

 Name of Applicant/Organization: JOE K HOLDFAST RECORDS
 Address: 535 GOLD ST. TOMS RIVER NJ
 Contact: JOE K Phone: 732-277-7137
 Fax: _____ Email: Joeholdfast@GMAIL.COM
 Non-Profit? Yes _____ No ☒ Tax Exempt ID Number: _____
If yes, please provide non-profit certificate

 DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: Vendors selling RECORDS, CASSETTES, AND MUSIC MEMORIBLIA

*On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. **NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.***

OVER

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMITYes _____ No X If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 125ADMISSION CHARGE? YES _____ NO X IF YES, HOW MUCH _____VENDOR CHARGE? YES X NO _____ IF YES, HOW MUCH \$60WILL YOU REQUIRE A STREET CLOSING? YES _____ NO X Please Give Details: _____

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOSAL OF TRASH AND DEBRIS: WILL HAVE A CLEAN UP CREW

AFTER EVENT, NO GARBAGE OTHER THAN NORMAL EXPECTED.

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

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

*All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of Fire Prevention.

*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 10 days prior to the date of the event.

*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 10 business days in advance of the event date.

*If the event insurance policy and all fees are not submitted to the City 10 days prior to the event, the City reserves the right to cancel the event.

Signature of Applicant

Date

4/23/21

JOE KOVAKOS
Print Name of Applicant

For Special Events Office Use only:

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

ASBURY PARK SPECIAL EVENT FEE SCHEDULE- Revised December 28, 2016

Fees associated with Special Event Applications as stated in Special Events resolution # 2016-55:

Application Fee: (non refundable)

\$50.00 for non-profits

\$250.00 for all other organizations or groups

\$1,000 for events over 2,000

\$5,000 for events over 15,000

Maintenance Personnel and Equipment fees:

Putting up barricades- 1 man, 1 hour \$50.00

Picking up barricades- 1 man, 1 hour \$50.00

SPECIAL EVENTS PERMIT APPLICATION



Date Received: _____ APP. # _____

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

NAME OF EVENT: Asbury Park Concert Band Concerts / Sponsored by the Asbury Park Music Foundation
 Thursday's:
 DATE(S): July 1, 8, 15, 22, 29 + Aug. 5, 12, 19, 26 Rain Date: _____
 HOURS OF EVENT: From 7:00 pm To: 8:45 pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Bradley Park

Name of Applicant/Organization: Asbury Park Concert Band
 Address: 92 East End Ave Shrewsbury, NJ 07702
 Contact: John Luckenbill Phone: 732-530-7817 (cell) 732-492-1177
 Fax: 732-741-6326 Email: JLuckenbill@aol.com
 Non-Profit? Yes ☒ No _____ Tax Exempt ID Number: 45-2675974 (Asbury Park Music Foundation)
 If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: The Asbury Park Concert Band will be performing Thursday nights concerts for the 76th year. The group will be social distancing when performing.

On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. **NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.**

OVER

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMITYes _____ No ☒ If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 100ADMISSION CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____VENDOR CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES _____ NO ☒ Please Give Details: _____PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: n/aDESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: n/aNOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

*All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of Fire Prevention.

*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 10 days prior to the date of the event.

*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 10 business days in advance of the event date.

*If the event insurance policy and all fees are not submitted to the City 10 days prior to the event, the City reserves the right to cancel the event.

John W. Luckenbill
Signature of ApplicantMay 4, 2021
DateJohn W. Luckenbill
Print Name of Applicant

For Special Events Office Use only:

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

SPECIAL EVENTS PERMIT APPLICATION



ASBURY PARK

Date Received: _____
APP. # _____

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

NAME OF EVENT: WEDDING RECEPTION in KENNEDY PARK / CROSS + ORANGE

DATE(S): 6/26 Rain Date: _____

HOURS OF EVENT: From 5 To: 10

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

KENNEDY PARK

Name of Applicant/Organization: CROSS + ORANGE

Address: 508 COOKMAN AVE

Contact: BOB FAHEY Phone: 201-403-1082

Fax: _____ Email: BOBFAHEY511@GMAIL.COM

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

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: _____

PRIVATE WEDDING RECEPTION

On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.

OVER

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes _____ No ☒ If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 100ADMISSION CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____VENDOR CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES _____ NO ☒ Please Give Details: _____

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: WE WILL FENCE IN PERIMETER OF PARK FOR GUESTS ONLY. WE WILL HAVE APPD ON PATROL FOR EVENT

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: 1 APPD OFFICER

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

*All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of Fire Prevention.

*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 10 days prior to the date of the event.

*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 10 business days in advance of the event date.

*If the event insurance policy and all fees are not submitted to the City 10 days prior to the event, the City reserves the right to cancel the event.

RFerry
Signature of Applicant

6-26-4-21-21
Date

Robert Ferry
Print Name of Applicant

For Special Events Office Use only:

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

City of Asbury Park Wedding Application

1 Municipal Plaza Asbury Park, NJ 07712 (732)502-5759 or (732) 502-5749 Fax (732)775-1483

Wedding Application Fee: \$100.00 (nonrefundable)

Park/Beach Fee: \$250.00 (nonrefundable)

Checks or money orders should be made payable to the City of Asbury Park

Between Memorial Day and Labor Day weddings can only held no earlier than 6pm on any beach.

Wedding Date: May 22, 2021 Ceremony start time: 4:30 pm

Setup time: 3 pm (Breakdown time must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: 6th Ave Beach (just north of convention hall)

Names of Couple getting married: David Kahler and Ava Rimal

Address: 1507 Sewall Ave City, State, Zip Code Asbury Park, NJ 07

Day Phone: 253 720 7753 Evening Phone: same

E-mail Address: d.kahler.m@gmail.com

Other Pertinent Information

Number in wedding party: 2 plus officiant

Number of people attending wedding ceremony 25 adults and 5 kids

Will any of the following equipment be used:

PA System: X yes no battery operated - no cords

Chairs: X yes no If yes, how many 25

Archway: no yes X no

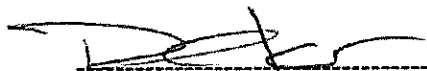
Canopy/tent: no yes X no (if larger than 30x30, a fire permit is required)

Attachment: cm 512 (2021-221 : Special Event Applications)

Other _____

Asbury Park requires minimum liability insurance. The amount of coverage depends upon the size of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park, its agents and employees must be named on the insurance policy as "the additional insured". (If you are a homeowner, some insurance companies allow a one day rider to be added on to your home insurance policy, please check with your individual insurance company. Or a one day insurance policy can be purchased from any insurance company.)

As per City ordinance, alcohol is prohibited on City beaches. Completed applications and payment must be received by the Special Events office at least 45 days prior to wedding date. Insurance policy must be provided to the office 10 days prior to the date of the wedding. I understand and agree by applying for this permit that I am responsible for the conduct of attendees, and that any violation of the rules can result in the cancellation of this event. I also understand that I am responsible for the cleanup of the area in which my event is held. If it becomes necessary for City employees to care for the area, then I am liable for all costs incurred. Lastly I understand that the wedding and park/beach rental fee are non refundable. ____



Signature of Applicant

5/3/21

Date

For Special Events Department Use:

Wedding fee paid:\$ _____

Date of payment _____

Insurance _____

Attachment: cm 512 (2021-221 : Special Event Applications)

City of Asbury Park Wedding Application

1 Municipal Plaza Asbury Park, NJ 07712 (732)502-5759 or (732) 502-5749 Fax (732)775-1483

Wedding Application Fee: \$100.00 (nonrefundable)

Park/Beach Fee: \$250.00 (nonrefundable)

Checks or money orders should be made payable to the City of Asbury Park

Between Memorial Day and Labor Day weddings can only held no earlier than 6pm on any beach.

Wedding Date: June 19, 2021 Ceremony start time: 12pm

Setup time: N/A (Breakdown time must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: Sunset Memorial Park

Names of Couple getting married: Walter Matejovic and Caroline Anderson

Address: 305 E. 40th St Apt 19B City, State, Zip Code New York NY 10016

Day Phone: 646-732-4420 Evening Phone: 646 732 4420 (Cell)

E-mail Address: Canderson411@gmail.com

Other Pertinent Information

Number in wedding party: 0

Number of people attending wedding ceremony 40

Will any of the following equipment be used:

PA System: yes no

Chairs: yes no If yes, how many

Archway: yes no

Canopy/tent: yes no (if larger than 30x30, a fire permit is required)

Attachment: cm 512 (2021-221 : Special Event Applications)

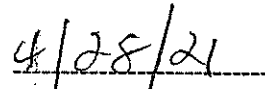
Other _____

Asbury Park requires minimum liability insurance. The amount of coverage depends upon the size of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park, its agents and employees must be named on the insurance policy as "the additional insured". (If you are a homeowner, some insurance companies allow a one day rider to be added on to your home insurance policy, please check with your individual insurance company. Or a one day insurance policy can be purchased from any insurance company.)

As per City ordinance, alcohol is prohibited on City beaches. Completed applications and payment must be received by the Special Events office at least 45 days prior to wedding date. Insurance policy must be provided to the office 10 days prior to the date of the wedding. I understand and agree by applying for this permit that I am responsible for the conduct of attendees, and that any violation of the rules can result in the cancellation of this event. I also understand that I am responsible for the cleanup of the area in which my event is held. If it becomes necessary for City employees to care for the area, then I am liable for all costs incurred. Lastly I understand that the wedding and park/beach rental fee are non refundable.



 Signature of Applicant



 Date

For Special Events Department Use:

Wedding fee paid:\$ _____

Date of payment _____

Insurance _____

Attachment: cm 512 (2021-221 : Special Event Applications)

City of Asbury Park Wedding Application

1 Municipal Plaza Asbury Park, NJ 07712 (732) 502-5759 or (732) 502-5749 Fax (732) 775-1483

Wedding Application Fee: \$100.00 (nonrefundable)

Park/Beach Fee: \$250.00 (nonrefundable)

Checks or money orders should be made payable to the City of Asbury Park

Between Memorial Day and Labor Day weddings can only held no earlier than 6pm on any beach.

Wedding Date: 8/23/21 Ceremony start time: 6:30pm

Setup time: 6:00pm (Breakdown time must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: 5th Ave. Beach

Names of Couple getting married: Steven Mattison Laura Below

Address: 207 Lindsey Dr. City, State, Zip Code Hackettstown NJ 07840

Day Phone: 973-951-9790 Evening Phone: same

E-mail Address: bigolbug@gmail.com

Other Pertinent Information

Number in wedding party: 4

Number of people attending wedding ceremony 26

Will any of the following equipment be used:

PA System: yes X no

Chairs: X yes no If yes, how many 30

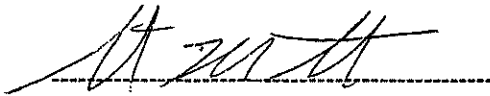
Archway: yes X no

Canopy/tent: yes X no (If larger than 30x30, a fire permit is required)

Other _____

Asbury Park requires minimum liability insurance. The amount of coverage depends upon the size of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park, its agents and employees must be named on the insurance policy as "the additional insured". (If you are a homeowner, some insurance companies allow a one day rider to be added on to your home insurance policy, please check with your individual insurance company. Or a one day insurance policy can be purchased from any insurance company.)

As per City ordinance, alcohol is prohibited on City beaches. Completed applications and payment must be received by the Special Events office at least 45 days prior to wedding date. Insurance policy must be provided to the office 10 days prior to the date of the wedding . I understand and agree by applying for this permit that I am responsible for the conduct of attendees, and that any violation of the rules can result in the cancellation of this event. I also understand that I am responsible for the cleanup of the area in which my event is held. If it becomes necessary for City employees to care for the area, then I am liable for all costs incurred. Lastly I understand that the wedding and park/beach rental fee are non refundable.



Signature of Applicant

4/22/21

Date

For Special Events Department Use:

Wedding fee paid:\$ _____

Date of payment _____

Insurance _____



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 12, 2021
RESOLUTION SUMMARY

2021-222

Increase to 2021 Temporary Budget prior to adoption.



RESOLUTION NO. 2021-222

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

RESOLUTION AMENDING TEMPORARY BUDGET APPROPRIATIONS FOR 2021 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 2021 budget.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Asbury Park that the following Emergency Temporary Appropriation for the year 2021 be adopted and a certified copy of this resolution be provided to the Borough's Chief Financial Officer and the Director of Division of Local Government Services, Department of Community Affairs, State of New Jersey.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-222 which was finally adopted by the City Council at a meeting held on the 12th day of May, 2021

CERTIFIED BY ME THIS DAY OF , .


Melody Hartsgrove, City Clerk 5/13/2021

MELODY HARTSGROVE
CITY CLERK

Temporary Budget Amendment #7

	From	To
Current Fund:		
Administration SW	100,000.00	125,000.00
Administration OE	99,855.00	150,000.00
Central Functions	13,781.00	20,000.00
Clerk SW	70,000.00	100,000.00
Clerk OE	35,000.00	45,000.00
Finance SW	175,000.00	225,000.00
Finance OE	130,000.00	175,000.00
Data Processing SW	45,000.00	55,000.00
Data Processing OE	140,000.00	150,000.00
Tax SW	78,199.00	100,000.00
Assessor SW	55,388.00	65,000.00
Assessor OE	40,000.00	60,000.00
Communications SW	35,000.00	45,000.00
Communications OE	11,419.00	15,000.00
Cable TV SW	7,500.00	11,000.00
Engineering	43,313.00	75,000.00
Planning SW	100,000.00	125,000.00
Planning OE	25,000.00	50,000.00
Planning Board OE	4,462.00	7,500.00
Zoning Board OE	4,462.00	7,500.00
Code Enforcement SW	112,958.00	150,000.00
Construction SW	200,000.00	250,000.00
Liability Insurance	463,563.00	650,000.00
Workers Compensation	625,000.00	750,000.00
Group Insurance	2,338,250.00	2,650,000.00
Police OE	175,000.00	225,000.00
Fire OE	175,000.00	225,000.00
Fire Hydrant	55,125.00	100,000.00
Prosecutor	16,275.00	30,000.00
Streets & Roads SW	600,000.00	750,000.00
Streets & Roads OE	260,000.00	325,000.00
Solid Waste SW	60,000.00	75,000.00
Buildings & Grounds SW	138,000.00	155,000.00
Buildings & Grounds OE	65,000.00	75,000.00
Social Services SW	55,000.00	75,000.00
Senior Center SW	47,250.00	60,000.00
Library	250,000.00	300,000.00
Street Lighting	82,688.00	125,000.00
Telephone	35,000.00	65,000.00
Gasoline	75,000.00	125,000.00
Social Security	225,000.00	300,000.00
Public Defender	10,500.00	25,000.00
Beach		
OE	140,000.00	225,000.00
Sewer		
OE	375,000.00	500,000.00



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 12, 2021
RESOLUTION SUMMARY

2021-224



RESOLUTION NO. 2021-224

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

AUTHORIZE SUBMISSION OF A GRANT APPLICATION TO THE STATE OF NEW JERSEY, DEPARTMENT OF PUBLIC SAFETY, DIVISION OF HIGHWAY TRAFFIC SAFETY, UNDER THE "CLICK IT OR TICKET" 2021 SEAT BELT MOBILIZATION GRANT

WHEREAS, the State of New Jersey, Department of Public Safety, Division of Highway Traffic Safety, has posted the availability of funds for the "Click it or Ticket" 2021 Seat Belt Mobilization Grant; and

WHEREAS, the City of Asbury Park Police Department desires to further the public interest by obtaining a grant of \$6,000.00; and

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

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

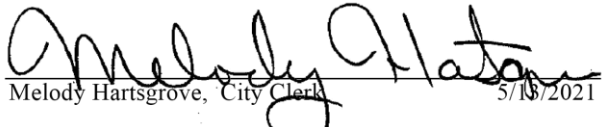
THEREFORE, BE IT RESOLVED, by the City Council of the City of Asbury Park that, the Mayor, the Chief Financial Officer and the Acting Chief of Police, be and is hereby authorized to submit an application for funding to the State of New Jersey, Department of Law and Public Safety, Division of Highway Traffic Safety for the "Click it or Ticket" 2021 Seat Belt Mobilization Grant; and

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

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

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-224 which was finally adopted by the City Council at a meeting held on the 12th day of May, 2021

CERTIFIED BY ME THIS 13th DAY OF May, 2021.



Melody Hartsgrove, City Clerk 5/13/2021

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 12, 2021
RESOLUTION SUMMARY

2021-225

Resolution requested to refund overpayment on taxes, due to lot subdivision.



RESOLUTION NO. 2021-225

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

RESOLUTION TO REFUND OVERPAID TAXES BLOCK-3205 LOT-12 604 GRAND AVENUE

WHEREAS, Asbury Partners, LLC % iStar Financial, the assessed owner of Block 3205 Lot 12, whose property address is known as 604 Grand Avenue, has made payments on property taxes, and due to lot subdivision, an overpayment was created in the amount of \$3,424.52; and

WHEREAS, the Acting Tax Collector has requested to refund overpayment on Block 3205 Lot 12 in the amount of \$3,424.52 for the credit applied to the 4th quarter of 2018 that was paid by Asbury Partners, LLC % iStar Financial, who has provided documented proof of payment and has directed overpayment to be refunded; and

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

- 1) The Mayor and City Council do hereby authorize the Acting Tax Collector for the City of Asbury Park to refund overpayment of taxes in the amount of \$3,424.52 for the 4th quarter of 2018 to Asbury Partners, LLC % iStar Financial.
- 2) A certified copy of this resolution shall be forwarded to the Acting Tax Collector and CFO of City of Asbury Park.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-225 which was finally adopted by the City Council at a meeting held on the 12th day of May, 2021

CERTIFIED BY ME THIS DAY OF , .


Melody Hartsgrove, City Clerk 5/18/2021

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 12, 2021
RESOLUTION SUMMARY

2021-226

Resolution requested to refund overpayment on taxes, due to lot subdivision.



RESOLUTION NO. 2021-226

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

RESOLUTION TO REFUND OVERPAID TAXES BLOCK-3205 LOT-11 600 GRAND AVENUE

WHEREAS, Asbury Partners, LLC % iStar Financial, the assessed owner of Block 3205 Lot 11, whose property address is known as 600 Grand Avenue, has made payments on property taxes, and due to lot subdivision, an overpayment was created in the amount of \$3,419.12; and

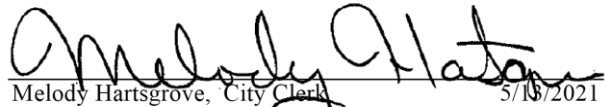
WHEREAS, the Acting Tax Collector has requested to refund overpayment on Block 3205 Lot 11 in the amount of \$3,419.12 for the credit applied to the 4th quarter of 2018 that was paid by Asbury Partners, LLC % iStar Financial, who has provided documented proof of payment and has directed overpayment to be refunded; and

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

- 1) The Mayor and City Council do hereby authorize the Acting Tax Collector for the City of Asbury Park to refund overpayment of taxes in the amount of \$3,419.12 for the 4th quarter of 2018 to Asbury Partners, LLC % iStar Financial.
- 2) A certified copy of this resolution shall be forwarded to the Acting Tax Collector and CFO of City of Asbury Park.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-226 which was finally adopted by the City Council at a meeting held on the 12th day of May, 2021

CERTIFIED BY ME THIS 13th DAY OF May, 2021.



Handwritten signature of Melody Hartsgrove in black ink, written over a horizontal line.

Melody Hartsgrove, City Clerk

5/18/2021

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 12, 2021
RESOLUTION SUMMARY

2021-227

Resolution requested to refund overpayment on taxes, due to lot subdivision.



RESOLUTION NO. 2021-227

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

RESOLUTION TO REFUND OVERPAID TAXES BLOCK-3205 LOT-1 610 GRAND AVENUE

WHEREAS, Asbury Partners, LLC % iStar Financial, the assessed owner of Block 3205 Lot 1, whose property address is known as 610 Grand Avenue, has made payments on property taxes, and due to lot subdivision, an overpayment was created in the amount of \$3,356.65; and

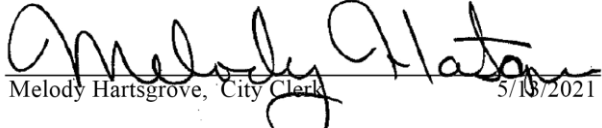
WHEREAS, the Acting Tax Collector has requested to refund overpayment on Block 3205 Lot 1 in the amount of \$3,356.65 for the credit applied to the 4th quarter of 2018 that was paid by Asbury Partners, LLC % iStar Financial, who has provided documented proof of payment and has directed overpayment to be refunded; and

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

- 1) The Mayor and City Council do hereby authorize the Acting Tax Collector for the City of Asbury Park to refund overpayment of taxes in the amount of \$3,356.65 for the 4th quarter of 2018 to Asbury Partners, LLC % iStar Financial.
- 2) A certified copy of this resolution shall be forwarded to the Acting Tax Collector and CFO of City of Asbury Park.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-227 which was finally adopted by the City Council at a meeting held on the 12th day of May, 2021

CERTIFIED BY ME THIS 13th DAY OF May, 2021.


Melody Hartsgrove, City Clerk 5/18/2021

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 12, 2021
RESOLUTION SUMMARY

2021-228

Resolution to authorize having a Sustainable New Jersey Energy Fellow assigned to Asbury Park for the summer to look at energy efficiency in municipal buildings.



RESOLUTION NO. 2021-228

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

RESOLUTION OF SUPPORT AUTHORIZING THE SUSTAINABLE JERSEY 2021 EDF CLIMATE CORPS PROGRAM APPLICATION

WHEREAS, a sustainable community seeks to optimize quality of life for its residents by ensuring that its environmental, economic, and social objectives are balanced and mutually supportive; and

WHEREAS, the City of Asbury Park strives to save tax dollars, assure clean land, air and water, improve working and living environments; and

WHEREAS, the City of Asbury Park is participating in the Sustainable Jersey Program; and

WHEREAS, one of the purposes of the Sustainable Jersey Program is to provide resources to municipalities to make progress on sustainability issues, and they have created the 2021 EDF Climate Corps Program;

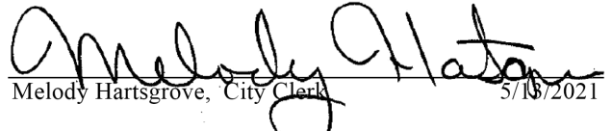
THEREFORE, the City Council of Asbury Park has determined that Asbury Park should apply for the aforementioned 2021 EDF Climate Corps Program. The assistance will help the City determine energy efficient measures for municipal buildings; and

THEREFORE, Asbury Park will commit to providing staff support for the duration of the 2021 EDF Climate Corps Program, including access to data for energy projects such as utility billing data.

THEREFORE, BE IT RESOLVED, that the City Council of the City of Asbury Park, State of New Jersey, authorize the submission of the aforementioned application to the 2021 EDF Climate Corps Program.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-228 which was finally adopted by the City Council at a meeting held on the 12th day of May, 2021

CERTIFIED BY ME THIS 13th DAY OF May, 2021.



Melody Hartsgrrove, City Clerk 5/13/2021

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 12, 2021
RESOLUTION SUMMARY

2021-229

Listed vouchers payable have been approved by the Chief Financial Officer and have subsequently been audited and found correct.



RESOLUTION NO. 2021-229

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

RESOLUTION APPROVING PAYMENT OF BILLS

WHEREAS, the following listed vouchers payable have been approved by the Chief Financial Officer and have subsequently been audited and found correct:

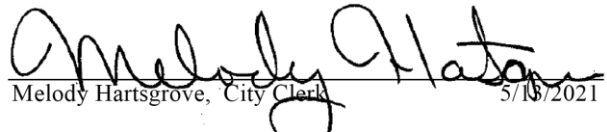
BE IT RESOLVED, that these vouchers payable totaling \$10,473,771.65

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

CURRENT VOUCHERS	\$ 8,321,620.19
BOARD OF EDUCATION	866,620.00
COUNTY TAXES	<u>1,285,531.46</u>
 TOTAL VOUCHERS	 \$ <u>10,473,771.65</u>

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-229 which was finally adopted by the City Council at a meeting held on the 12th day of May, 2021

CERTIFIED BY ME THIS DAY OF , .


Melody Hartsgrove, City Clerk 5/13/2021

MELODY HARTSGROVE
CITY CLERK

May 6, 2021
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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a

P.O. Type: All Print Alpha, Revenue, & G/L Accounts: Y Open: N Void: N Paid: N
Format: Condensed Held: N Aprv: N Rcvd: N
Range: 0-First to 1-Last Bid: Y State: Y Other: Y Exempt: N
Rcvd Batch Id Range: First to Last Encumbrance Date Range: First to 12/31/21 Include Non-Budgeted: N
Department Page Break: No Subtotal CAFR: Yes Subtotal Department: Yes Subtotal Extd: Yes

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

Fund: CURRENT
Department: FINANCE
Extd: FINANCIAL ADMINISTRATION

0-01-20-130-000-204	FINANCE Outside Services					
ACAFGI	ACACIA FINANCIAL GROUP, INC.	21-01200	General Consulting	925.00	0.00	
	Extd Total: FINANCIAL ADMINISTRATION			925.00		
	Department Total: FINANCE			925.00		
	CAFR Total:			925.00		

Department: PLANNING BOARD
Extd: PLANNING BOARD

0-01-21-180-000-201	PLANNING BOARD General Plant					
JACSER	JACK A. SERPICO	21-01081	Jack Serpico -March 2021 PB	2,037.50	0.00	
	Extd Total: PLANNING BOARD			2,037.50		
	Department Total: PLANNING BOARD			2,037.50		
	CAFR Total:			2,037.50		

Department: POLICE
Extd: POLICE DEPARTMENT

0-01-25-240-000-201	POLICE General Plant					
LEADI005	L.E.A.D. INC.	20-02589	Lead Instructor Registration	25.85	0.00	
LANASO	LANIGAN ASSOCIATES. INC.	20-02995	LT. BADGES & HAT BADGES	264.00	0.00	
LANASO	LANIGAN ASSOCIATES. INC.	20-03443	(1) 10K Gold Filled Wallet	1,190.00	0.00	
STATOX	STATE TOXICOLOGY LABORATORY	21-01220	Applicant Analysis Dec 2020	630.00	0.00	
				<u>2,109.85</u>		

0-01-25-240-000-207	POLICE Clothing Allowance					
LANASO	LANIGAN ASSOCIATES. INC.	20-02402	Officer Alex Parisi and Hand	3,000.00	0.00	
LANASO	LANIGAN ASSOCIATES. INC.	20-03451	Police Uniforms SLEO	4,500.00	0.00	
				<u>7,500.00</u>		

0-01-25-240-000-221	POLICE Ammunition					
EAGPOI	EAGLE POINT GUN	20-01228	Ammunition Quote	9,560.00	0.00	
EAGPOI	EAGLE POINT GUN	20-02107	2000 rounds of duty rifle	2,460.90	0.00	
				<u>12,020.90</u>		

Extd Total: POLICE DEPARTMENT	21,630.75
Department Total: POLICE	21,630.75

Attachment: Bill List 5-12-21 (2021-229 : Payment of Bills)

May 6, 2021
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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
Page 1 of 1

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: FIRE DEPT.						
Extd: FIRE DEPARTMENT						
0-01-25-265-000-201	FIRE DEPT. General Plant					
JERCOA	JERSEY COAST FIRE EQUIPMENT	20-03293	Hydrotest bottles	50.00	0.00	
0-01-25-265-000-203	FIRE DEPT. Motor Vehicle					
GPCNA091	GPC-NAPA AUTO PARTS	20-03300	Motor Oil-FD	649.99	0.00	
0-01-25-265-000-206	FIRE DEPT. Purchase of Equipment					
MINCLE	MINERVA CLEANERS	20-02013	Blanket PO-Turnout Gear Repair	1,087.75	0.00	B
Extd Total: FIRE DEPARTMENT				1,787.74		
Department Total: FIRE DEPT.				1,787.74		
CAFR Total:				23,418.49		
Department: STREETS & ROAD						
Extd: STREETS & ROADS MAINTENANCE						
0-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
FOSCOM	FOSTER & COMPANY, INC.	21-01066	#904196 Abrasives 3/10/2020	197.38	0.00	
CENTJER	CENTRAL JERSEY EQUIPMENT, LLC	21-01067	Muffler, Gasket & Freight	219.53	0.00	
				416.91		
0-01-26-290-000-235	STREETS & ROAD Shade Tree Commission					
CICFAR	CICCONI FARMS, INC.	21-01122	Invoice 5695 Hibiscus 10/17/20	551.00	0.00	
Extd Total: STREETS & ROADS MAINTENANCE				967.91		
Department Total: STREETS & ROAD				967.91		
Department: SOLID WASTE						
Extd: SOLID WASTE COLLECTION						
0-01-26-305-000-209	SOLID WASTE Fees					
MASREC	MAZZA RECYCLING SERVICES, LTD.	21-00129	INV #315846 DECEMBER 2020	9,482.67	0.00	
Extd Total: SOLID WASTE COLLECTION				9,482.67		
Department Total: SOLID WASTE				9,482.67		
CAFR Total:				10,450.58		
Department: DEFERRED CHGS						
0-01-46-870-880-297	P/Y BILLS					
ERINEM	ERIC J. NEMETH, P.C.	20-01825	Invoice 20678 Legal Fees	3,782.25	0.00	
ERINEM	ERIC J. NEMETH, P.C.	20-01826	Invoice 20681 Legal Fees	11,855.10	0.00	
				15,637.35		
Extd Total:				15,637.35		
Department Total: DEFERRED CHGS				15,637.35		
CAFR Total:				15,637.35		

Attachment: Bill List 5-12-21 (2021-229 : Payment of Bills)

May 6, 2021
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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
Page

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
CAFR:	CURRENT FUND NON BUDGET ACCTS:					
Department:	TAXES PAYABLE:					
Extd:	TAXES PAYABLE:					
0-01-55-001-000-010	REFUND OF PERMIT,LICENSE FEES					
BEXHE005 BEXHET REXHA	20-02038 REF:PLUMB:2020-0313/2020-0282			200.00	0.00	
	Extd Total: TAXES PAYABLE:			200.00		
	Department Total: TAXES PAYABLE:			200.00		
	CAFR Total: CURRENT FUND NON BUDGET ACCTS:			200.00		
	Fund Total: CURRENT			52,668.92		
Fund:	BEACH					
Department:	UTILITY OE					
Extd:	BEACH UTILITY O/E: OTHER EXPENSES:					
0-05-55-502-000-201	BEACH UTILITY O/E: General Plant					
ACTIO005 ACTION YAMAHA	20-01525 Service, Supplies and Parts			574.16	0.00	B
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			574.16		
	Department Total: UTILITY OE			574.16		
	CAFR Total:			574.16		
	Fund Total: BEACH			574.16		
	Year Total:			53,243.08		
Fund:	CURRENT					
Department:	ADMINISTRATION					
Extd:	ADMINISTRATION					
1-01-20-100-000-201	ADMINISTRATION General Plant					
GEECHA GEESE CHASERS, LLC	21-00825 2ND QTR 2021 CLEARING AND			1,079.00	0.00	B
GEECHA GEESE CHASERS, LLC	21-00831 2ND QTR 2021 CLEARING AND			649.50	0.00	B
DONNA005 DONNA VIEIRO	21-01063 Reimbursement-picture frames			284.16	0.00	
				2,012.66		
1-01-20-100-000-209	ADMINISTRATION Professional Services					
KYLEM005 KYLE MCMANUS ASSOCIATES LLC	21-00304 2021 SERVICES RENDERED BLANKET			923.00	0.00	B
	Extd Total: ADMINISTRATION			2,935.66		
	Department Total: ADMINISTRATION			2,935.66		
Department:	MUNIC CLERK					
Extd:	MUNICIPAL CLERK					
1-01-20-120-000-217	MUNICIPAL CLERK Ads&Promotion					
ASBPAK ASBURY PARK PRESS	21-01064 ORDINANCE 2021-15			51.20	0.00	
THECOA THE NEW COASTER, LLC	21-01144 INV#57055 ORD. 2021-15 4/15/21			25.23	0.00	
ASBPAK ASBURY PARK PRESS	21-01162 ORD. 2021-14,9,13,12,16 & 17			321.60	0.00	
ASBPAK ASBURY PARK PRESS	21-01246 #4705352 MEETING NOTICE 4/26			13.50	0.00	
				411.53		
1-01-20-120-000-292	MUNIC CLERK Elections					
OURLAD OUR LADY OF MT.CARMEL CHURCH	21-01166 Special Election Poll Location			100.00	0.00	

Attachment: Bill List 5-12-21 (2021-229 : Payment of Bills)

May 6, 2021
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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-01-20-120-000-292	MUNIC CLERK Elections		Continued			
ASBBOA	ASBURY PARK BOARD OF EDUCATION	21-01167	Special Election Poll Location	100.00	0.00	
ASBTOW	ASBURY TOWERS	21-01168	Special Election Poll Location	100.00	0.00	
SECBAP	SECOND BAPTIST CHURCH	21-01169	Special Election Poll Location	100.00	0.00	
DONNA010	DONNA BENSON	21-01179	4/20/21 Election Board Worker	200.00	0.00	
JEAND005	JEAN DAY	21-01180	4/20/21 Election Board Worker	200.00	0.00	
HELEN005	HELEN HAYES	21-01181	4/20/21 Election Board Worker	275.00	0.00	
JACQU005	JACQUELINE BAGNER	21-01182	4/20/21 Election Board Worker	200.00	0.00	
PETER005	PETER O'DONNELL	21-01183	4/20/21 Election Board Worker	200.00	0.00	
NORMA005	NORMAN ROBERTSON	21-01244	4/20/21 Election Board Worker	200.00	0.00	
ROBER005	ROBERT WEGNER	21-01247	4/20/21 Election Board Worker	200.00	0.00	
ANNJO005	ANN JORDEN	21-01248	4/20/21 Election Board Worker	200.00	0.00	
SHAYL005	SHAYLA LOVE	21-01249	4/20/21 Election Board Worker	200.00	0.00	
CHARL005	CHARLES MCKINNON	21-01250	4/20/21 Election Board Worker	200.00	0.00	
ROVEN005	ROVENA SANDERS	21-01251	4/20/21 Election Board Worker	225.00	0.00	
PATIE005	PATIENCE CHALMERS	21-01252	4/20/21 Election Board Worker	200.00	0.00	
KAREN005	KAREN DEVERSON	21-01253	4/20/21 Election Board Worker	200.00	0.00	
DIANE005	DIANE SHELTON	21-01254	4/20/21 Election Board Worker	212.50	0.00	
SHIRL005	SHIRLEY SHEPARD	21-01255	4/20/21 Election Board Worker	225.00	0.00	
LINDA005	LINDA DOLMAN	21-01256	4/20/21 Election Board Worker	212.50	0.00	
TONYA005	TONYA HILL	21-01257	4/20/21 Election Board Worker	212.50	0.00	
JAYJU005	JAY JUCKETT	21-01258	4/20/21 Election Board Worker	212.50	0.00	
CONST005	CONSTANCE WEBER	21-01259	4/20/21 Election Board Worker	212.50	0.00	
PATRI005	PATRICIA JACOPINO	21-01260	4/20/21 Election Board Worker	200.00	0.00	
JUANI005	JUANITA JOHNSON	21-01261	4/20/21 Election Board Worker	200.00	0.00	
AUDRA005	AUDRA MOSCONI	21-01264	4/20/21 Election Board Worker	200.00	0.00	
RICHA010	RICHARD ARDOLINO	21-01265	4/20/21 Election Board Worker	200.00	0.00	
STEVE005	STEVEN CLAYTON	21-01266	4/20/21 Election Board Worker	200.00	0.00	
ALBER005	ALBERT ROWLEY	21-01267	4/20/21 Election Board Worker	200.00	0.00	
ROCCO005	ROCCO CASATELLI	21-01268	4/20/21 Election Board Worker	200.00	0.00	
KEIRS005	KEIRSTIN CONYERS	21-01269	4/20/21 Election Board Worker	250.00	0.00	
PROVI005	PROVITA WEBB	21-01270	4/20/21 Election Board Worker	200.00	0.00	
FLORE005	FLORENCE BROWN	21-01271	4/20/21 Election Board Worker	200.00	0.00	
CAROL005	CAROL CHILDS	21-01272	4/20/21 Election Board Worker	200.00	0.00	
MARKN005	MARK NEKHAY	21-01273	4/20/21 Election Board Worker	200.00	0.00	
LAWRE005	LAWRENCE SNIDER	21-01274	4/20/21 Election Board Worker	200.00	0.00	
ALFON005	ALFONSO GRAHAM	21-01275	4/20/21 Election Board Worker	25.00	0.00	
				7,062.50		
	Extd Total: MUNICIPAL CLERK			7,474.03		
	Department Total: MUNIC CLERK			7,474.03		

Department: FINANCE
Extd: FINANCIAL ADMINISTRATION

1-01-20-130-000-202	FINANCE Office Supplies					
WBMASON	W.B.MASON CO., INC.	21-01143	Office Supplies - Finance	506.38	0.00	
1-01-20-130-000-206	FINANCE Copier					
ATLTOM	ATLANTIC TOMORROWS OFFICE	21-01154	CONTRACT#120855 4/1/21-3/31/22	915.07	0.00	
1-01-20-130-000-223	FINANCE Condo Reimbursements					
304OCE	304 OCEAN ARMS CONDO. ASSOC.	21-01223	1st Q. 2021 Condo Reimb.	82.93	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-01-20-130-000-223	FINANCE Condo Reimbursements		Continued			
301SHO	301 SHOREVIEW CONDO. ASSOC. INC	21-01226	1st Q 2021 Condo Reimb.	1,014.37	0.00	
MIRCON	MIRAMAR CONDOMINIUM ASSOC. INC	21-01227	1st Q 2021 Condo Reimb.	140.12	0.00	
MERCON	MERCURY CONDOMINIUM ASSOC.	21-01228	1st Q 2021 Condo Reimb.	332.05	0.00	
700MAT	700 MATTISON CONDOMINIUM	21-01229	1st Q 2021 Condo Reimb.	204.30	0.00	
LAKDRI	LAKE DRIVE COURT CONDO ASSOC.	21-01230	1st Q 2021 Condo Reimb.	974.39	0.00	
PARLAN	PARK LANE CONDOMINIUM ASSOC.	21-01231	1st Q 2021 Condo Reimb.	85.15	0.00	
				<u>2,833.31</u>		
	Extd Total: FINANCIAL ADMINISTRATION			4,254.76		
	Department Total: FINANCE			4,254.76		
Department: COMPUTER MIS						
Extd: COMPUTERIZED DATA PROCESSING						
1-01-20-140-000-219	COMPUTER DATA PROC. Equipment					
CDWGOV	CDW GOVERNMENT INC.	21-01035	Q#1C4MQ34 webcam	313.70	0.00	
AMAZO005	AMAZON.COM SERVICES	21-01036	Dual Monitor Stand	29.99	0.00	
				<u>343.69</u>		
	Extd Total: COMPUTERIZED DATA PROCESSING			343.69		
	Department Total: COMPUTER MIS			343.69		
Department: TAX REV ADMIN						
Extd: TAX REVENUE ADMINISTRATION						
1-01-20-145-000-238	TAX REV ADMIN Conventions					
NJLEAMUN	NJ LEAGUE OF MUNICIPALITIES	21-01152	PMARTUSCELLI MINI CONFERENCE	115.00	0.00	
	Extd Total: TAX REVENUE ADMINISTRATION			115.00		
	Department Total: TAX REV ADMIN			115.00		
Department: TAX ASSESSOR						
Extd: TAX ASSESSOR						
1-01-20-150-000-209	TAX ASSESSOR Fees					
MONCOT	MONMOUTH CTY. ASSESSOR'S ASSOC	21-01133	2021 ASSESSOR DUES MIKE DELRE	200.00	0.00	
	Extd Total: TAX ASSESSOR			200.00		
	Department Total: TAX ASSESSOR			200.00		
Department: DIRECTOR OF COMMUNICATIONS						
Extd: DIRECTOR OF COMMUNICATIONS						
1-01-20-151-000-204	DIRECTOR OF COMMUNICATIONS Newsletter					
KINTINC	KINTECH, INC.	21-00811	Fulfilment for Spring Newslett	300.75	0.00	
1-01-20-151-000-299	DIRECTOR OF COMMUN. - Program Fees					
BOOSK005	BOOSKERDOO COFFEE LLC	21-01139	Estimate for 4/26 Coffee Event	26.85	0.00	
	Extd Total: DIRECTOR OF COMMUNICATIONS			327.60		
	Department Total: DIRECTOR OF COMMUNICATIONS			327.60		

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Department: LEGAL SERVICES						
Extd: LEGAL SERVICES						
1-01-20-155-000-209	LEGAL SERVICES Fees					
ARCHGR	ARCHER & GREINER, P.C.	21-00293	2021 SERVICES RENDERED BLANKET	2,358.37	0.00	B
GENBUR	GENOVA BURNS LLC	21-00295	2021 SERVICES RENDERED BLANKET	30,742.66	0.00	B
				33,101.03		
	Extd Total: LEGAL SERVICES			33,101.03		
	Department Total: LEGAL SERVICES			33,101.03		
	CAFR Total:			48,751.77		
Department: GROUP INSUR.						
Extd: EMPLOYEE GROUP INSURANCE						
1-01-23-220-000-209	EMPLOYEE GROUP INSURANCE Fees (IN CAP)					
NJSHBP	NJSHBP	21-01174	HEALTH COVERAGE MAY 2021	477,227.30	0.00	
	Extd Total: EMPLOYEE GROUP INSURANCE			477,227.30		
	Department Total: GROUP INSUR.			477,227.30		
	CAFR Total:			477,227.30		
Department: POLICE						
Extd: POLICE DEPARTMENT						
1-01-25-240-000-201	POLICE General Plant					
TRIFOR	TRI-TECH FORENSICS, INC.	21-00873	Police Tape, Evidence tags, &	552.56	0.00	
GOVINC	GOVERLAN, INC.	21-01219	#Goverlan-11361 ANNUAL MAINTEN	175.00	0.00	
BSAFE005	BSAFE, INC.	21-01224	#1129997 Replaced keypad	350.00	0.00	
				1,077.56		
1-01-25-240-000-203	POLICE Motor Vehicle					
EDWTIR	EDWARDS TIRE CO., INC.	21-00277	Blanket Car Repairs	280.02	0.00	B
SEAFOR	SEA BREEZE FORD INC.	21-00779	Blanket Car Maintenance	156.10	0.00	B
EASAUT	EASTERN AUTOPARTS WAREHOUSE	21-00857	Blanket Car Repairs	386.74	0.00	B
NJMVC	NJ MOTOR VEHICLE COMMISSION	21-01186	Registration 1FMSK8ABXMGB47174	60.00	0.00	
NJMVC	NJ MOTOR VEHICLE COMMISSION	21-01187	Registration 1FMSK8AB8MGB47173	60.00	0.00	
RICAUT	RICH'S AUTO BODY	21-01216	#12051 Towed Car 24	20.00	0.00	
				962.86		
1-01-25-240-000-205	POLICE Animal Control Services					
SPCA	MONMOUTH COUNTY SPCA	21-01004	#2015611 MARCH 2021	4,700.00	0.00	
1-01-25-240-000-216	POLICE Supplies-Compu.					
CDWGOV	CDW GOVERNMENT INC.	21-00894	Q#1C4HJ0N DVD Copy Towers	778.60	0.00	
1-01-25-240-000-218	POLICE Contract.Serv.					
WIRCOM	WIRELESS COMMUNICATIONS &	21-00987	#M59855 APRIL 2021	1,220.00	0.00	
OPTIMUM	OPTIMUM	21-01215	#07866-182313-01-5 4/8 - 5/7	237.93	0.00	
				1,457.93		

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1-01-25-240-000-221	POLICE Ammunition					
WBMASON	W.B.MASON CO., INC.	21-01018	Firearms Unit Equipment	315.89	0.00	
	Extd Total: POLICE DEPARTMENT			9,292.84		
	Department Total: POLICE			9,292.84		
Department: FIRE DEPT.						
Extd: FIRE DEPARTMENT						
1-01-25-265-000-201	FIRE DEPT. General Plant					
THEHAR	THE HARDWARE STORE	21-00042	Blanket PO not to exceed	39.95	0.00	B
1-01-25-265-000-203	FIRE DEPT. Motor Vehicle					
NJMVC	NJ MOTOR VEHICLE COMMISSION	21-01176	REGISTRATION 1F9EB28T9KCST2059	60.00	0.00	
1-01-25-265-000-214	FIRE DEPT. Building Maintenance					
COUCLE	COUNTRY CLEAN, INC	21-00384	Blanket PO Not to Exceed	889.70	0.00	B
1-01-25-265-000-229	FIRE DEPT. Medical Sup.					
HENSCE	HENRY SCHEIN, INC.	21-00083	Blanket PO Not to Exceed	97.71	0.00	B
VERALP	V.E. RALPH & SON, INC.	21-00970	Quote 92181, 92180 EMS Suppl	1,228.84	0.00	
ASBAUT	ASBURY AUTO TOPS, INC.	21-01009	Vinyl Seat Repair-8358	250.00	0.00	
				1,576.55		
	Extd Total: FIRE DEPARTMENT			2,566.20		
Extd: FIRE HYDRANT						
1-01-25-265-266-299	FIRE HYDRANT Misc.					
NJAMER	N.J. AMERICAN WATER CO.	21-01142	#1018-210026567043 1/27-3/23	34,693.76	0.00	
	Extd Total: FIRE HYDRANT			34,693.76		
	Department Total: FIRE DEPT.			37,259.96		
	CAFR Total:			46,552.80		
Department: STREETS & ROAD						
Extd: STREETS & ROADS MAINTENANCE						
1-01-26-290-000-201	STREETS & ROAD General Plant					
THEHAR	THE HARDWARE STORE	21-00627	Miscellaneous Hardware, etc	100.60	0.00	B
STAVOLA	STAVOLA ASPHALT COMPANY, INC.	21-01145	#204721 Hot Mixed Asphalt	148.47	0.00	
STAVOLA	STAVOLA ASPHALT COMPANY, INC.	21-01262	#206639 Hot Mixed Asphalt 4/23	113.11	0.00	
TREDEP	TREASURER-STATE NJ - NJDEP	21-01277	Springwood Ave. PID 285481	9,840.00	0.00	
				10,202.18		
1-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
SEAFOR	SEA BREEZE FORD INC.	21-00314	Automotive Supplies and Tools	142.82	0.00	B
GPCNA091	GPC-NAPA AUTO PARTS	21-00317	Various Supplies, Tools, etc	179.75	0.00	B
EDWTIR	EDWARDS TIRE CO., INC.	21-00318	Supplies, Tools and Service	340.92	0.00	B
LAWPRO	LAWSON PRODUCTS, INC.	21-00405	HYD Accessories, Nuts, etc	380.99	0.00	B
FOSCOM	FOSTER & COMPANY, INC.	21-00412	Automotive Shop Supplies	288.43	0.00	B
NORSWE	NORTHEAST SWEEPERS & RENTALS,	21-00452	Supplies, Tools and Parts	196.70	0.00	B
EASAUT	EASTERN AUTOPARTS WAREHOUSE	21-00560	Automotive Parts, Tools & Svc	507.17	0.00	B

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1-01-26-290-000-203	STREETS & ROAD	Motor Vehicle	Continued			
THEHAR	THE HARDWARE STORE	21-00693	Various Supplies, Tools, etc	15.67	0.00	B
THEHOS	THE HOSE SHOP, INC.	21-00875	Various Hoses, Parts and Tools	181.76	0.00	B
WETIMM	W.E. TIMMERMAN COMPANY, INC.	21-01042	Wiper Arms for Elgin Sweeper	403.04	0.00	
EDWTIR	EDWARDS TIRE CO., INC.	21-01055	New Tires for Truck #22	596.04	0.00	
EASAUT	EASTERN AUTOPARTS WAREHOUSE	21-01164	Automotive Parts, Tools & Svc	421.14	0.00	B
				<u>3,654.43</u>		
1-01-26-290-000-210	STREETS & ROAD	Network Fleet				
VERCONN	VERIZON CONNECT NWF INC.	21-01281	INV#314000013906 4.1.21	61.10	0.00	
VERCONN	VERIZON CONNECT NWF INC.	21-01282	INV#352000018400 5.3.21	321.02	0.00	
				<u>382.12</u>		
1-01-26-290-000-211	STREETS & ROAD	Traffic				
SHEWIL	SHERWIN WILLIAMS	21-00869	Paint Brushes & Covers	125.03	0.00	
1-01-26-290-000-212	STREETS & ROAD	Tools				
GRAING	GRAINGER, INC.	21-01046	Airless Paint Sprayer #21YR65	438.48	0.00	
1-01-26-290-000-215	STREETS & ROAD	Misc. Hardware				
UPTFAS	UP-TITE FASTNERS INC.	21-00134	Various Supplies and Tools	41.00	0.00	B
ATLLOK	ATLANTIC LOCK & SAFE	21-00321	Miscellaneous Hardware, etc	83.50	0.00	B
GRAING	GRAINGER, INC.	21-00400	Miscellaneous Hardware	84.81	0.00	B
AMAZO005	AMAZON.COM SERVICES	21-01136	Impact Security Bit Set	25.12	0.00	
				<u>234.43</u>		
1-01-26-290-000-235	STREETS & ROAD	Shade Tree Commission				
GASFAM	GASKOS FAMILY FARM	21-01012	Plants, Compost Manure & Mulch	349.95	0.00	B
CICFAR	CICCONI FARMS, INC.	21-01013	Perennial and Annual Plants	449.15	0.00	B
				<u>799.10</u>		
		Extd Total: STREETS & ROADS MAINTENANCE		15,835.77		
		Department Total: STREETS & ROAD		15,835.77		
Department: SOLID WASTE						
Extd: SOLID WASTE COLLECTION						
1-01-26-305-000-209	SOLID WASTE	Fees				
MASREC	MAZZA RECYCLING SERVICES, LTD.	21-00668	INV #331217 FEBRUARY 2021	6,372.98	0.00	
DELDEM	DELISA DEMOLITION, INC.	21-00954	Removal of Construction Debris	5,119.10	0.00	B
DELDEM	DELISA DEMOLITION, INC.	21-01053	#207157 Trash Fees 4/1 - 4/15	27,404.85	0.00	
				<u>38,896.93</u>		
1-01-26-305-000-218	SOLID WASTE	Contract.Serv.				
DELDEM	DELISA DEMOLITION, INC.	21-01065	#208010 MAY 2021	44,166.65	0.00	
		Extd Total: SOLID WASTE COLLECTION		83,063.58		
		Department Total: SOLID WASTE		83,063.58		

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Department: BUILDING & GND						
Extd: BUILDINGS & GROUNDS						
1-01-26-310-000-201	BUILDING & GND General Plant					
ROOFM005	ROOF MAINTENANCE SYSTEMS	21-00289	SKYLIGHT AND WALL REPAIRS	6,400.00	0.00	
KEMFLA	KEMPTON FLAG LLC	21-00545	US and POW Flags Plus Shipping	498.16	0.00	
				6,898.16		
1-01-26-310-000-218	BUILDING & GND Contract.Serv.					
AUTBUI	AUTOMATED BUILDING CONTROLS,	21-00122	Proposal to Furnish & Install	1,531.70	0.00	
AUTBUI	AUTOMATED BUILDING CONTROLS,	21-01211	Repair Evaluation #151421	351.00	0.00	
				1,882.70		
	Extd Total: BUILDINGS & GROUNDS			8,780.86		
	Department Total: BUILDING & GND			8,780.86		
	CAFR Total:			107,680.21		
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
1-01-27-350-000-202	SENIOR CENTER Util. and Service Contr.					
OPTIMUM	OPTIMUM	21-01126	#07866-196932-01-7 4/15 - 5/14	8.33	0.00	
1-01-27-350-000-207	SENIOR CENTER Equipment Repair					
AUTBUI	AUTOMATED BUILDING CONTROLS,	21-00420	#15802 HEATING IGNITOR & LABOR	515.66	0.00	
	Extd Total: SENIOR CENTER			523.99		
	Department Total: SENIOR CENTER			523.99		
	CAFR Total:			523.99		
Department: PUBLIC LIBRARY						
Extd: PUBLIC LIBRARY:						
1-01-29-390-000-299	PUBLIC LIBRARY Misc.					
ASBFRE	ASBURY PARK FREE PUBLIC LIBRAR	21-01232	1st Payment of 2021	70,000.00	0.00	
	Extd Total: PUBLIC LIBRARY:			70,000.00		
	Department Total: PUBLIC LIBRARY			70,000.00		
	CAFR Total:			70,000.00		
Department: LIGHTING						
Extd: LIGHT,HEAT,POW						
1-01-31-435-435-299	LIGHT, HEAT & POWER Misc.					
NJNATU	N.J. NATURAL GAS CO.	21-01196	#10-3146-5850-17 3/16-4/14	7,410.70	0.00	
JCPL	JCPL	21-01225	#100 015 397 225 3/25-4/23	7,409.96	0.00	
				14,820.66		
	Extd Total: LIGHT,HEAT,POW			14,820.66		

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Extd:	STREET/TRAFFIC					
1-01-31-435-436-299	STREET&TRAFFIC LIGHTING Misc.					
JCPL JCPL	21-01125 #100 013 520 380 3/19-4/19			17,048.38	0.00	
JCPL JCPL	21-01197 #100 120 89 048 3/24-4/22			559.82	0.00	
JCPL JCPL	21-01225 #100 015 397 225 3/25-4/23			<u>5,437.61</u>	0.00	
				23,045.81		
	Extd Total: STREET/TRAFFIC			23,045.81		
	Department Total: LIGHTING			37,866.47		
Department: TELEPHONE						
Extd:	TELEPHONE					
1-01-31-440-000-299	TELEPHONE Misc.					
ATLLC AT&T MOBILITY LLC	21-01157 #287284936037 3/12 - 4/11			719.72	0.00	
ATLLC AT&T MOBILITY LLC	21-01212 #287284651437 3/12-4/11			<u>2,279.63</u>	0.00	
				2,999.35		
	Extd Total: TELEPHONE			2,999.35		
	Department Total: TELEPHONE			2,999.35		
Department: GASOLINE						
Extd:	GASOLINE					
1-01-31-460-000-299	GASOLINE Misc.					
GRIALLI GRIFFITH-ALLIED TRUCKING, LLC	21-00311 Sulfur Diesel Fuel, Delivered			2,557.62	0.00	B
	Extd Total: GASOLINE			2,557.62		
	Department Total: GASOLINE			2,557.62		
	CAFR Total:			43,423.44		
Department: INTERLOCALS - COUNTY 911/DISPATCH SERV.						
Extd:	INTERLOCALS - COUNTY 911/DISPATCH SERV.					
1-01-42-250-000-299	INTERLOCALS-CTY 911/DISPATCH SERVICES					
MONCUR MONMOUTH COUNTY TREASURER	21-01156 911 Dispatch Services 2021			673,827.00	0.00	
	Extd Total: INTERLOCALS - COUNTY 911/DISPATCH SERV.			673,827.00		
	Department Total: INTERLOCALS - COUNTY 911/DISPATCH SERV.			673,827.00		
	CAFR Total:			673,827.00		
Department: MUNIC COURT						
Extd:	MUNICIPAL COURT					
1-01-43-490-000-219	MUNIC COURT Judges Fees					
MICHA015 MICHAEL G. CELLI JR	21-01278 acting judge april 2021			1,500.00	0.00	
1-01-43-490-000-246	MUNIC COURT Postage					
GREFIN GREATAMERICA FINANCIAL SVCS.	21-01279 INV #29176415 MAY 2021			145.00	0.00	
	Extd Total: MUNICIPAL COURT			1,645.00		
	Department Total: MUNIC COURT			1,645.00		

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Department: PUBLIC DEFEND. Extd: PUBLIC DEFENDER						
1-01-43-495-000-021	Fees					
RONTRO	RONALD J. TROPOLI	21-00938	2021 SERVICES RENDERED BLANKET	2,000.00	0.00	B
	Extd Total: PUBLIC DEFENDER			2,000.00		
	Department Total: PUBLIC DEFEND.			2,000.00		
	CAFR Total:			3,645.00		
Department: INT ON BONDS						
1-01-45-930-000-299	BOND INTEREST					
USBANK	US BANK OPERATIONS CTR.	21-00964	MCIA BOND INTEREST	295,095.61	0.00	
	Extd Total:			295,095.61		
	Department Total: INT ON BONDS			295,095.61		
	CAFR Total:			295,095.61		
CAFR: CURRENT FUND NON BUDGET ACCTS:						
Department: TAXES PAYABLE:						
Extd: TAXES PAYABLE:						
1-01-55-001-000-001	School Taxes Payable					
ASBBOA	ASBURY PARK BOARD OF EDUCATION	21-01286	May 2021 School Tax	866,620.00	0.00	
1-01-55-001-000-002	County Taxes Payable					
COUMON	COUNTY OF MONMOUTH	21-01287	2ND QTR 2021 COUNTY TAXES	1,285,531.46	0.00	
1-01-55-001-000-011	ACCOUNTS PAYABLE					
FREPAR	FRENCH & PARRELLO, PA	19-03177	LSRP SERVICES AT THE DPW	580.00	0.00	B
	Extd Total: TAXES PAYABLE:			2,152,731.46		
	Department Total: TAXES PAYABLE:			2,152,731.46		
	CAFR Total: CURRENT FUND NON BUDGET ACCTS:			2,152,731.46		
	Fund Total: CURRENT			3,919,458.58		
Fund: BEACH						
Department: UTILITY OE						
Extd: BEACH UTILITY O/E: OTHER EXPENSES:						
1-05-55-502-000-201	BEACH UTILITY O/E: General Plant					
OPTIMUM	OPTIMUM	21-01112	#07866-197754-01-4 4/15 -5/14	157.58	0.00	
1-05-55-502-000-211	BEACH UTILITY O/E: Light & Power					
JCPL	JCPL	21-01125	#100 013 520 380 3/19-4/19	207.62	0.00	
1-05-55-502-000-212	BEACH UTILITY O/E: Misc. Hardware					
THEHAR	THE HARDWARE STORE	21-00691	Various Supplies, Tools, etc	42.41	0.00	B
NEWIRON	NEWARK IRONBOUND ELECTRICAL	21-01034	Lights/Bulbs f/Beach Restrooms	534.36	0.00	
GRAING	GRAINGER, INC.	21-01045	Rivet Gun & Rivets f/Beach	520.32	0.00	

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1-05-55-502-000-212 GRAING GRAINGER, INC.	BEACH UTILITY O/E: Misc. Hardware 21-01068 PVC Pipe and Fittings/Caulk	Continued		135.28 1,232.37	0.00	
1-05-55-502-000-215 STASUP STANDARD SUPPLY CO. INC. NEWIRON NEWARK IRONBOUND ELECTRICAL	BEACH UTILITY O/E: Lumber/Bldg. Supplies 21-01022 Material for Beach Lockers 21-01044 20A GFCI TR White Receptcle			4,387.50 163.68 4,551.18	0.00 0.00	
Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:				6,148.75		
Department Total: UTILITY OE				6,148.75		
CAFR Total:				6,148.75		
Fund Total: BEACH				6,148.75		
Fund: TRANSPORTATION UTILITY: BUDGET:						
Department: UTILITY OE						
Extd: TRANS.UTILITY O/E: OTHER EXPENSES:						
1-06-55-502-000-201 NJDOT NJ DEPT. OF TRANSPORTATION	TRANS.UTILITY O/E: General Plant 21-01193 Highway Occupancy Permit			130.00	0.00	
1-06-55-502-000-204 ATLTOM ATLANTIC TOMORROWS OFFICE	TRANS.UTILITY O/E: Copy/Reproduction 21-01154 CONTRACT#120855 4/1/21-3/31/22			231.11	0.00	
1-06-55-502-000-207 OPTIMUM OPTIMUM	TRANS.UTILITY O/E: Internet 21-01141 #07866-196915-01-3 4/15 - 5/14			137.63	0.00	
1-06-55-502-000-209 EASAUT EASTERN AUTOPARTS WAREHOUSE	TRANS.UTILITY O/E: Auto 21-00874 Blanket Car Repairs			118.95	0.00	B
1-06-55-502-000-210 GLESUP GLENCO SUPPLY INC. ENGEN005 ENGENUITY INFRASTRUCTURE CRAPRI CRAFTMASTER PRINTING, INC.	TRANS.UTILITY O/E: Signs 21-00898 Glenco 4-1-21 Various signage 21-01025 CONTRACT FOR WAYFINDING #2 21-01140 Boardwalk/ReOPEN Signs 24x36			745.00 16,497.40 640.00 17,882.40	0.00 0.00 0.00	B
1-06-55-502-000-211 TRALIN TRAFFIC LINES, INC.	TRANS.UTILITY O/E: Street Markings 21-01288 Traffic Lines Striping 4/30/21			951.20	0.00	
1-06-55-502-000-216 ASBPAK ASBURY PARK PRESS	TRANS.UTILITY O/E: Ads 21-00969 WAYFINDING PROJECT NTB 4-10-21			35.00	0.00	
Extd Total: TRANS.UTILITY O/E: OTHER EXPENSES:				19,486.29		
Department Total: UTILITY OE				19,486.29		
CAFR Total:				19,486.29		
Fund Total: TRANSPORTATION UTILITY: BUDGET:				19,486.29		
Fund: SEWER UTILITY: BUDGET:						
Department: UTILITY OE						
Extd: SEWER UTILITY O/E: OTHER EXPENSES:						
1-07-55-502-000-201 TREDEP TREASURER-STATE NJ - NJDEP	SEWER UTILITY O/E: General Plant 21-01170 PollutantDischarge Elimination			4,050.00	0.00	

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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-07-55-502-000-202	SEWER UTILITY O/E: Hardware/Tools					
STESUP STEVENSON SUPPLY CO.,INC.		21-01056	Gaskets, Nuts, Bolts, etc	593.34	0.00	
1-07-55-502-000-204	SEWER UTILITY O/E: Office Supplies					
WINCOR WINZER CORPORATION		21-01171	#6857145 GRN Nitrile Glove XL	373.46	0.00	
1-07-55-502-000-209	SEWER UTILITY O/E: Fees					
ARCHGR ARCHER & GREINER, P.C.		21-01221	Bond Street Improvements Ord.	400.00	0.00	
1-07-55-502-000-211	SEWER UTILITY O/E: Light & Power					
NJNATU N.J. NATURAL GAS CO.		21-01196	#10-3146-5850-17 3/16-4/14	7,494.72	0.00	
1-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
ISLAN005 ISLAND INSTITUTIONAL, INC.		21-00324	HDPE Bathroom Partitions	2,204.16	0.00	
OPTIMUM OPTIMUM		21-01113	#07866-152521-04-4 4/15 - 5/14	99.89	0.00	
GENINC GENSERVE, LLC		21-01130	#0234824-IN SERVICE CALL 4/12	908.90	0.00	
TREDEP TREASURER-STATE NJ - NJDEP		21-01165	NJ DEP PID 46081 Invoice 3200	30,526.15	0.00	
				33,739.10		
1-07-55-502-000-224	SEWER UTILITY O/E: Sludge Removal					
RUSREI RUSSELL REID WASTE HAULING &		21-01000	#6161117 MARCH 2021	13,860.00	0.00	
PASVAL PASSAIC VALLEY SEWERAGE COM.		21-01006	INVOICE #518912 MARCH 2021	10,710.00	0.00	
				24,570.00		
1-07-55-502-000-231	SEWER UTILITY O/E: Lab Supplies					
GARDSTA GARDEN STATE LABORATORIES,INC.		21-01054	INVOICE #513455 MARCH 2021	1,980.00	0.00	
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			73,200.62		
	Department Total: UTILITY OE			73,200.62		
1-07-55-506-000-901	ASB.PARTNER-SEWER ASSESS.					
ASBLLC ASBURY PARTNERS, LLC		21-00960	1st QTR. 2021 ODOR CONTROL	16,114.54	0.00	
	Extd Total:			16,114.54		
	Department Total:			16,114.54		
1-07-55-599-000-299	ACCRUED INTEREST ON BONDS & NOTES					
USBANK US BANK OPERATIONS CTR.		21-00964	MCIA BOND INTEREST	55,959.25	0.00	
	Extd Total:			55,959.25		
	Department Total:			55,959.25		
	CAFR Total:			145,274.41		
	Fund Total: SEWER UTILITY: BUDGET:			145,274.41		
	Year Total:			4,090,368.03		
Fund:	GENERAL CAPITAL FUND BUDGET:					
Extd:	2016-17/VARIOUS 2016 ROADWAY IMPROVEMENT					
C-04-55-998-163-001	2016-17/2016 ROADWAY IMPROVEMENTS (40A)					
ARCHGR ARCHER & GREINER, P.C.		21-01221	Bond Street Improvements Ord.	313.48	0.00	
	Extd Total: 2016-17/VARIOUS 2016 ROADWAY IMPROVEMENT			313.48		

Attachment: Bill List 5-12-21 (2021-229 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Extd:	2016-40/Var.Communications System Imp.					
C-04-55-998-168-002	2016-40/Section 20 Costs					
ARCHGR	ARCHER & GREINER, P.C.	21-01221	Bond Street Improvements Ord.	778.39	0.00	
	Extd Total: 2016-40/Var.Communications System Imp.			778.39		
Extd:	Ord. 2017-2 Various Capital Improvements					
C-04-55-998-169-006	Various General Capital Improvements					
CDWGOV	CDW GOVERNMENT INC.	21-01147	Q#1C4PMMH VOIP Phones	1,161.00	0.00	
C-04-55-998-169-007	Section 20 Soft Costs					
ARCHGR	ARCHER & GREINER, P.C.	21-01221	Bond Street Improvements Ord.	2,029.33	0.00	
	Extd Total: Ord. 2017-2 Various Capital Improvements			3,190.33		
Extd:	Various Road Improv. 2017-30					
C-04-55-998-170-002	Various Road Improv. (Heck St.) 2017-30					
ARCHGR	ARCHER & GREINER, P.C.	21-01221	Bond Street Improvements Ord.	1,883.87	0.00	
	Extd Total: Various Road Improv. 2017-30			1,883.87		
Extd:	Ord. 2018-4 Var. Capital Improvements					
C-04-55-998-172-017	Section 20 Costs					
ARCHGR	ARCHER & GREINER, P.C.	21-01221	Bond Street Improvements Ord.	4,125.24	0.00	
	Extd Total: Ord. 2018-4 Var. Capital Improvements			4,125.24		
C-04-55-998-173-003	Deal Lake Drive Improvements					
ARCHGR	ARCHER & GREINER, P.C.	21-01221	Bond Street Improvements Ord.	1,488.66	0.00	
C-04-55-998-173-02	NJ Dot Grant					
BLAROC	BLACK ROCK ENTERPRISES LLC	19-01953	Reso 2019-193 Deal Lake Dr.	19,599.81	0.00	B
	Extd Total:			21,088.47		
Extd:	2019 Ord. 2019-9 Var. Capital Improv.					
C-04-55-998-177-001	Section 20 Soft Costs					
ARCHGR	ARCHER & GREINER, P.C.	21-01221	Bond Street Improvements Ord.	865.12	0.00	
	Extd Total: 2019 Ord. 2019-9 Var. Capital Improv.			865.12		
Extd:	Ord. 2020-25 Various Vehicles					
C-04-55-998-180-001	Police Vehicles and Related Equipment					
WINFOR	WINNER FORD	21-00038	2021 FORD UTILITY VEHICLES	63,982.00	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
C-04-55-998-180-003 WINFOR WINNER FORD	SUV Administration	21-00036	2021 FORD UTILITY VEHICLE	30,213.00	0.00	
	Extd Total: Ord. 2020-25 Various Vehicles			94,195.00		
	Department Total:			126,439.90		
	CAFR Total:			126,439.90		
	Fund Total: GENERAL CAPITAL FUND BUDGET:			126,439.90		
Fund:	SEWER CAPITAL FUND BUDGET:					
Extd:	Sewer Plant Improvements - Ord. #3038					
C-08-55-526-013-001 ARCHGR ARCHER & GREINER, P.C.	Sewer Plant Impr - 40A Costs (Ord #3038)	21-01221	Bond Street Improvements Ord.	763.35	0.00	
	Extd Total: Sewer Plant Improvements - Ord. #3038			763.35		
	Department Total:			763.35		
Extd:	Ord. 2018-7 Sewer Utility Improvements					
C-08-55-528-018-001 ARCHGR ARCHER & GREINER, P.C.	Section 20 Costs	21-01221	Bond Street Improvements Ord.	532.85	0.00	
	Extd Total: Ord. 2018-7 Sewer Utility Improvements			532.85		
Extd:	Ord. 2018-5 Various Sewer Improv.					
C-08-55-528-019-002 WHITF005 WHITFIELD SCHNEIDER ENTERPRISE	Sewer Utility Improvements	20-00928	BOILER REPLACEMENT AT WWTP	20,549.80	0.00	B
ARCHGR ARCHER & GREINER, P.C.		21-01221	Bond Street Improvements Ord.	438.03	0.00	
				20,987.83		
	Extd Total: Ord. 2018-5 Various Sewer Improv.			20,987.83		
Extd:	Ord. 2018-49 Var. Sewer Utility Impr.					
C-08-55-528-020-001 ARCHGR ARCHER & GREINER, P.C.	Section 20 Costs	21-01221	Bond Street Improvements Ord.	59.04	0.00	
	Extd Total: Ord. 2018-49 Var. Sewer Utility Impr.			59.04		
	Department Total:			21,579.72		
	CAFR Total:			22,343.07		
	Fund Total: SEWER CAPITAL FUND BUDGET:			22,343.07		
Fund:	PARKING CAPITAL					
Department:	CAP. IMP. FUND					
Extd:	Ord. 2017-28 Var.Trans.Utility Improve.					
C-09-17-901-000-901 ARCHGR ARCHER & GREINER, P.C.	Section 21 Soft Costs	21-01221	Bond Street Improvements Ord.	113.55	0.00	
	Extd Total: Ord. 2017-28 Var.Trans.Utility Improve.			113.55		
	Department Total: CAP. IMP. FUND			113.55		

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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: Ord. 2020-24 Bond Street Improvements						
Extd: Ord. 2020-24 Bond Street Improvements						
C-09-17-907-000-901	Section 20 Costs					
ARCHGR	ARCHER & GREINER, P.C.	21-01221	Bond Street Improvements Ord.	400.00	0.00	
	Extd Total: Ord. 2020-24 Bond Street Improvements			400.00		
	Department Total: Ord. 2020-24 Bond Street Improvements			400.00		
	CAFR Total:			513.55		
	Fund Total: PARKING CAPITAL			513.55		
Fund: BEACH CAPITAL FUND BUDGET:						
Extd: Ord. 2019-42 Beach Utility Improv.						
C-10-55-101-102-001	Section 20 Costs					
ARCHGR	ARCHER & GREINER, P.C.	21-01221	Bond Street Improvements Ord.	227.09	0.00	
	Extd Total: Ord. 2019-42 Beach Utility Improv.			227.09		
	Department Total:			227.09		
	CAFR Total:			227.09		
	Fund Total: BEACH CAPITAL FUND BUDGET:			227.09		
	Year Total:			149,523.61		
Fund: GRANT FUND BUDGET:						
G-02-43-871-014-214	Recycling Tonnage Program - 2014					
KINTINC	KINTECH, INC.	21-00811	Fulfilment for Spring Newslett	119.26	0.00	
	Extd Total:			119.26		
G-02-43-871-016-218	Brownfields Petroleum Assessment					
BRORED	BROWNFIELD REDEVELOPMENT	21-01052	Drawdown 46 Brownfields Pet.	484.37	0.00	
	Extd Total:			484.37		
	Department Total:			603.63		
G-02-43-873-017-200	Brownfields Assessment Grant					
BRORED	BROWNFIELD REDEVELOPMENT	21-01052	Drawdown 46 Brownfields Pet.	2,484.38	0.00	
	Extd Total:			2,484.38		
	Department Total:			2,484.38		
G-02-43-890-018-200	Redevelopers Contr. Police					
LANASO	LANIGAN ASSOCIATES, INC.	20-03451	Police Uniforms SLEO	2,000.00	0.00	
	Extd Total:			2,000.00		
	Department Total:			2,000.00		

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CITY OF ASBURY PARK
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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: CAP. IMP. FUND						
G-02-43-901-018-200 MAXR MAX-R	Clean Communities Grant 2018	21-00628	Round Liners, #0-2345	1,740.00	0.00	
	Extd Total:			1,740.00		
	Department Total: CAP. IMP. FUND			1,740.00		
G-02-43-902-018-200 ASBPAK ASBURY PARK PRESS	NJDOT Transit Village Program	21-00969	WAYFINDING PROJECT NTB 4-10-21	71.10	0.00	
	Extd Total:			71.10		
	Department Total:			71.10		
G-02-43-934-020-200 SHEWIL SHERWIN WILLIAMS	Clean Communities Grant	21-01153	Primer Murals QUOTE # 5673473	91.58	0.00	
	Extd Total:			91.58		
	Department Total:			91.58		
G-02-43-936-020-202 WBMASON W.B.MASON CO., INC. ORITRA ORIENTAL TRADING CO., INC.	Misc/Other	21-00993	MaintSupply,Bags,TP,Paptowel	352.94	0.00	
		21-01061	Arts&Crafts,Pencil,Labels,Bags	227.91	0.00	
				580.85		
	Extd Total:			580.85		
	Department Total:			580.85		
	CAFR Total:			7,571.54		
	Fund Total: GRANT FUND BUDGET:			7,571.54		
	Year Total:			7,571.54		
Fund:	ANIMAL CONTROL FUND BUDGET:					
T-12-56-850-000-801 MGLFOR MGL FORMS-SYSTEMS, LLC	Reserve for Animal Control	21-00923	200 Additional 2021 Dog Tags	159.00	0.00	
	Extd Total:			159.00		
	Department Total:			159.00		
	CAFR Total:			159.00		
	Fund Total: ANIMAL CONTROL FUND BUDGET:			159.00		
Fund:	COMMUNITY DEVELOPMENT BLK GRANT BUDGET:					
Extd:	CDBG Cares Act					
T-17-77-850-850-004 CRAPRI CRAFTMASTER PRINTING, INC.	Signage for Parks/Playgrounds	21-01124	Covid Signs for playgrounds	137.92	0.00	
T-17-77-850-850-007 WBMASON W.B.MASON CO., INC.	PPE for Police, Fire & DPW	21-00729	PPE Equipment	25,986.00	0.00	

Attachment: Bill List 5-12-21 (2021-229 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-17-77-850-850-008	Hand Sanitizer Stations					
AMAZO005	AMAZON.COM SERVICES	21-01132	Hand sanitizing stations	3,614.46	0.00	
	Extd Total: CDBG Cares Act			29,738.38		
	Department Total:			29,738.38		
	CAFR Total:			29,738.38		
Extd:	2020 CDBG Allotment					
T-17-78-850-850-001	Administration					
CRAPRI	CRAFTMASTER PRINTING, INC.	21-01123	Business Cards - DICKERSON	45.00	0.00	
CRAPRI	CRAFTMASTER PRINTING, INC.	21-01158	Memo pads	57.00	0.00	
ASBPAK	ASBURY PARK PRESS	21-01159	#4681597 PUBLIC HEARING NOTICE	131.30	0.00	
ASBPAK	ASBURY PARK PRESS	21-01190	Public Notice Flood Plain	110.60	0.00	
NATCOM	NATIONAL COMMUNITY DEVELOPMENT	21-01284	2021 Membership dues	550.00	0.00	
				893.90		
T-17-78-850-850-007	Comm. Facility - AP Library					
ASBFRE	ASBURY PARK FREE PUBLIC LIBRAR	21-01040	PORTION OF PAYMENT FOR LIBRARY	25,000.00	0.00	
	Extd Total: 2020 CDBG Allotment			25,893.90		
	Department Total:			25,893.90		
	CAFR Total:			25,893.90		
	Fund Total: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:			55,632.28		
Fund:	PLANNING & ZONING ESCROW FUND BUDGET:					
CAFR:	PLANNING & ZONING ESCROW FUND BUDGET:					
T-21-00-266-000-299	515 LAKE AVENUE (THE LAKE GROUP AP,LLC)					
ARCHGR	ARCHER & GREINER, P.C.	21-01217	Invoice 4217508 515 Lake	1,007.50	0.00	
	Extd Total:			1,007.50		
	Department Total:			1,007.50		
T-21-00-496-000-299	316 MAIN STREET(316 MAIN AVENUE, LLC)					
CITPLA	CITY OF ASBURY PARK	21-01131	316 Main St(316 Main Ave,LLC)	3,000.00	0.00	
	Extd Total:			3,000.00		
	Department Total:			3,000.00		
	CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET:			4,007.50		
	Fund Total: PLANNING & ZONING ESCROW FUND BUDGET:			4,007.50		
Fund:	ISTAR-2 ESCROW FUND:					
T-42-56-850-850-802	ISTAR-2 ESCROW - Miscellaneous					
MARFAL	MARAZITI FALCON, LLP	21-01050	#46195: THE BEACH CLUB	1,267.50	0.00	
	Extd Total:			1,267.50		
	Department Total:			1,267.50		
	CAFR Total:			1,267.50		
	Fund Total: ISTAR-2 ESCROW FUND:			1,267.50		

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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund:	CITY OF ASBURY PARK REDEVELOPMENT ESCROW					
T-48-56-850-000-806 ARCHGR ARCHER & GREINER, P.C.	711&607 Mattison/545 Lake/550 Cookm(APB)	21-01195	Invoice 4164687 Carter Sackman	3,542.50	0.00	
T-48-56-850-000-825 MARFAL MARAZITI FALCON, LLP	AP TRIANGLE(ASBURY PARTNERS,LLC/istar)	21-01151	Professional Services Rendered	11,115.00	0.00	
T-48-56-850-000-826 MARFAL MARAZITI FALCON, LLP	202 7TH AVE(202 SEVENTH AVE.LLC/FASANO)	21-01151	Professional Services Rendered	747.50	0.00	
T-48-56-850-000-830 MARFAL MARAZITI FALCON, LLP	216-218 3RD AVENUE(K.HOVNANIAN CO.,LLC)	21-01151	Professional Services Rendered	1,332.50	0.00	
Extd Total:				16,737.50		
Department Total:				16,737.50		
CAFR Total:				16,737.50		
Fund Total: CITY OF ASBURY PARK REDEVELOPMENT ESCROW				16,737.50		
Year Total:				77,803.78		
Total Charged Lines: 439	Total List Amount:	4,378,510.04	Total Void Amount:	0.00		

Attachment: Bill List 5-12-21 (2021-229 : Payment of Bills)

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT	0-01	52,668.92	0.00	0.00	52,668.92
BEACH	0-05	574.16	0.00	0.00	574.16
Year Total:		53,243.08	0.00	0.00	53,243.08
CURRENT	1-01	3,919,458.58	0.00	0.00	3,919,458.58
BEACH	1-05	6,148.75	0.00	0.00	6,148.75
TRANSPORTATION UTILITY: BUDGET:	1-06	19,486.29	0.00	0.00	19,486.29
SEWER UTILITY: BUDGET:	1-07	145,274.41	0.00	0.00	145,274.41
Year Total:		4,090,368.03	0.00	0.00	4,090,368.03
GENERAL CAPITAL FUND BUDGET:	C-04	126,439.90	0.00	0.00	126,439.90
SEWER CAPITAL FUND BUDGET:	C-08	22,343.07	0.00	0.00	22,343.07
PARKING CAPITAL	C-09	513.55	0.00	0.00	513.55
BEACH CAPITAL FUND BUDGET:	C-10	227.09	0.00	0.00	227.09
Year Total:		149,523.61	0.00	0.00	149,523.61
GRANT FUND BUDGET:	G-02	7,571.54	0.00	0.00	7,571.54
ANIMAL CONTROL FUND BUDGET:	T-12	159.00	0.00	0.00	159.00
COMMUNITY DEVELOPMENT BLK GRANT BUDGE	T-17	55,632.28	0.00	0.00	55,632.28
PLANNING & ZONING ESCROW FUND BUDGET:	T-21	4,007.50	0.00	0.00	4,007.50
ISTAR-2 ESCROW FUND:	T-42	1,267.50	0.00	0.00	1,267.50
CITY OF ASBURY PARK REDEVELOPMENT ESC	T-48	16,737.50	0.00	0.00	16,737.50
Year Total:		77,803.78	0.00	0.00	77,803.78
Total Of All Funds:		4,378,510.04	0.00	0.00	4,378,510.04

May 12, 2021 Council Meeting

Balance Brought Forward from Total List Amount	\$ 4,378,510.04
PMA Management Corp	\$ 162,083.02
US Bank Operations Ctr./Debt Ser	\$ 298,242.05
Public Employee's Retirement	\$ 1,048,600.00
Police&Fireman's Retirement System	\$ 4,574,769.00
McManimon, Scotland & Baumann (PO 21-00641)	\$ 11,177.11
Marlin Business Bank	\$ 390.43
	\$ 10,473,771.65



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 12, 2021
RESOLUTION SUMMARY

2021-230

Authorizing the execution of a shared service agreement with the County of Monmouth for Dispatch Services from January 1, 2020 through December 31, 2022.



RESOLUTION NO. 2021-230

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

AUTHORIZING THE EXECUTION OF A SHARED SERVICE AGREEMENT WITH THE COUNTY OF MONMOUTH FOR DISPATCH SERVICES

WHEREAS, the “Uniform Shared Services and Consolidation Act,” N.J.S.A. 40A:65-1, et seq. (the “Act”), authorizes local units of this State to enter into an agreement with any other local unit or units to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive in its own jurisdiction; and

WHEREAS, the City of Asbury Park and the County of Monmouth through the Monmouth County Sheriff’s Office, Communications Division (collective known as “Parties”) have determined that it would be in the best interests of the residents of the City of Asbury Park for the Parties that the Monmouth County Sheriff’s Office, Communication Division serve as the Public Safety Answer Point (PSAP) for the City of Asbury Park; and

WHEREAS, in the spirit of inter-municipal cooperation, and in furtherance of the principles underlying the Act, the Parties have negotiated a Shared Services Agreement (the “Agreement”), which sets forth the terms and conditions associated with this undertaking, a copy of which is attached hereto and made a part hereof; and

WHEREAS, the Mayor and City Council wish to authorize the City to enter into this Agreement, or one which is substantially similar thereto and which meets with the approval of the Municipal Attorney, and to authorize the Mayor and City Clerk to execute same on behalf of the City.

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

1. That the Mayor is hereby authorized to execute, and the City Clerk to attest, the attached Agreement, or one which is substantially similar thereto and which meets with the approval of the Municipal Attorney, on behalf of the City.

2. That a certified copy of this Resolution and a copy of the attached Agreement shall be provided to each of the following:
- a. County of Monmouth
 - b. Donna Vieiro, City Manager
 - c. Davis Kelso, Police Chief
 - d. Kevin Keddy, Fire Chief
 - e. Frederick C. Raffetto, Esq., Municipal Attorney
 - f. JoAnn Boos, Chief Financial Officer

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-230 which was finally adopted by the City Council at a meeting held on the 12th day of May, 2021

CERTIFIED BY ME THIS 13th DAY OF May, 2021.


Melody Hartsgrrove, City Clerk 5/13/2021

MELODY HARTSGROVE
CITY CLERK

**SHARED SERVICE AGREEMENT
FOR THE PROVISION OF EMERGENCY DISPATCH SERVICES
BY THE COUNTY OF MONMOUTH, THROUGH
THE MONMOUTH COUNTY
SHERIFF'S OFFICE, COMMUNICATIONS DIVISION**

THIS SHARED SERVICE AGREEMENT (the "Agreement") is made this ____ day of _____, 20____ by and between the COUNTY OF MONMOUTH, a body politic of the state of New Jersey, having its principal offices located at the Hall of Records, 1 E. Main Street, Freehold, New Jersey 07728 and the MONMOUTH COUNTY SHERIFF'S OFFICE with its principal offices located at 2500 Kozloski Road, Freehold, New Jersey 07728 (hereinafter jointly referred to as the "County"), and CITY OF ASBURY PARK, in the County of Monmouth, a municipal corporation of the State of New Jersey, (referred to as the "Municipality").

IT IS AGREED:

1. Services.

- The County, under the auspices of the Monmouth County Sheriff's Office, Communications Division, will serve as the Public Safety Answering Point (PSAP) for the Municipality, in accordance with the participation plan previously submitted by the Municipality. The County will provide all calls to the Municipality by call relay, transfer, or direct emergency dispatch, in accordance with the Municipality's participation plan. The system will meet the technical requirements and operational standards set forth in *N.J.A.C. 17:24-1, et seq.* The County will provide direct emergency dispatch services for Police, Fire and Emergency Medical Services (EMS) for the Municipality.
- The County will provide computer related services to support any call taking and dispatching functions for the Municipality as may be required. Public safety software and related features/capabilities may include, but are not limited to, mobile client, field reporting, Computer Aided Dispatch (CAD) and records management.
- The Municipality will maintain and support all local hardware, routers and air cards.

- The County will maintain and support all core infrastructure equipment and systems located at the Communications Division, which includes all routers and servers.
 - If the Municipality decides to procure and utilize an Automatic License Plate Recognition (ALPR) system, then the County will physically store and maintain a server environment to host a regional ALPR system, subject to the following provisions:
 - i. The Municipality shall procure and maintain all local equipment to operate an ALPR system, including all recurring costs associated with setting up the local ALPR system. This equipment shall include, but not be limited to client computers, local servers, cameras, network infrastructure to connect to the regional ALPR network.
 - ii. The County shall have the Municipality's ALPR data available 24/7 or for the maximum uptime, given routine server service and unplanned outages.
 - iii. The regional server environment shall be redundant, to minimize downtime and to ensure the highest level of system availability.
 - iv. Both parties shall employ the same data security practices when utilizing the local ALPR system as is required when accessing and utilizing the National Crime Information Center (NCIC) system.
2. **Term.** The County shall provide said services for a three (3) year period commencing January 1, 2020, or as soon thereafter as the services begin, through December 31, 2022.
3. **Compensation.** The full 2020 fee to be paid by the Municipality shall be \$663,869.00. The annual fee for the 2nd year of the Agreement shall be subject to a 1.5% increase. The annual fee for the 3rd year of the Agreement shall be subject to a 1.0% increase. Upon receipt of a proper invoice from the County, the Municipality shall pay the annual fee on or about April 1st of each year.

Municipality contact person who handles billing:

Name: _____

Title: _____

Phone & Email: _____

4. **Authorization.** This Agreement is permitted under the New Jersey Uniform Shared Services and Consolidation Act pursuant to *N.J.S.A. 40A:65-1, et seq.*
5. **Indemnification.** The County shall defend, indemnify and save harmless the Municipality, its officers, agents and employees from and against all suits, costs (including attorney fees and costs), claims, expenses, liabilities, and judgments of every kind to which the Municipality may be subjected by reason of any actions or inactions by the County or its officers, agents or employees.

The Municipality shall defend, indemnify and save harmless the County, its officers, agents and employees from and against all suits, costs (including attorney fees and costs), claims, expenses, liabilities, and judgments of every kind to which the County may be subjected by reason of any actions or inactions by the Municipality or its officers, agents or employees.

6. **Termination.** Either party may terminate this Agreement with a minimum of ninety (90) days written notice, with or without cause. The County explicitly reserves the right to terminate this Agreement upon immediate written notice for the following reasons:

- (a) The Municipality has failed to make timely payment for services rendered, in response to the County's invoice.
- (b) The Municipality has failed to comply with the State and County system guidelines, provided that the Municipality has been notified of the failure(s) and not cured the failure(s) within a reasonable time following such notice.
7. **Filing of Agreement.** The Clerk of the County's Board of Chosen Freeholders shall file a fully executed copy of this Agreement with the Division of Local Government Services, New Jersey Department of Community Affairs.
8. **Authority to Execute.** Each party to this Agreement represents to the other party that its governing body has duly adopted a resolution or ordinance authorizing the execution of this Agreement.
9. **Choice of Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of New Jersey.
10. **Counterparts.** This Agreement may be fully executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement binding upon all parties, notwithstanding that all parties have not signed the same counterpart. Such executions may be transmitted to the parties electronically or by facsimile, and such electronic or facsimile execution shall have the same force and effect as an original signature.
11. **Notices.** Any notices that are provided pursuant to this Agreement shall be in writing (including facsimile and electronic transmissions) and mailed or transmitted or delivered as follows:

To the County:

County of Monmouth
Address: 1 East Main Street, Freehold NJ 07728
Attn: Teri O'Connor, County Administrator
Email: Teri.O'Connor@co.monmouth.nj.us
Fax:

To the Municipality:

Or to such other address or individual as any party may from time to time notify the other.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed, attested and sealed by their respective and duly authorized officials.

COUNTY OF MONMOUTH

[MUNICIPALITY]

By: Thomas Arnone
Title: Freeholder Director

By:
Title:

Date: _____

Date: _____

ATTEST:

ATTEST

Clerk of the Board

Municipal Clerk

MONMOUTH COUNTY SHERIFF'S OFFICE

By: Shaun Golden
Title: Sheriff

Date: _____

WITNESS/ATTEST:



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 12, 2021
RESOLUTION SUMMARY

2021-231

Resolution of the Mayor & 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.



RESOLUTION NO. 2021-231

**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

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 2021 AP Triangle Townhouse Development Project, 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 2021 AP Triangle Townhouse Development Project within the City’s RAB program; and

WHEREAS, a proposal, dated April 29, 2021 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 PILOTs to be billed to the aforementioned properties within 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 as Exhibit 1 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 special assessments and PILOTs billed to certain properties within the City’s Redevelopment Area Bond (“RAB”) program, in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) 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 December 31, 2021, 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.

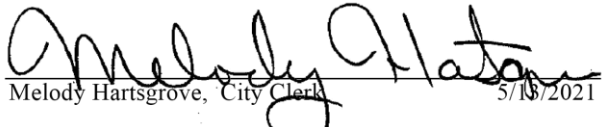
5. A fully executed copy of this Agreement shall be maintained on file in the Office of the City Clerk, and shall be made available for public inspection.

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, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-231 which was finally adopted by the City Council at a meeting held on the 12th day of May, 2021

CERTIFIED BY ME THIS 12th DAY OF May, 2021.



Melody Hartsgrove, City Clerk 5/13/2021

MELODY HARTSGROVE
CITY CLERK



150 SECOND AVENUE NORTH, SUITE 400
ST. PETERSBURG, FLORIDA 33701
TEL: (727) 822-3339 | FAX: (727) 822-3502

PUBLIC RESOURCES ADVISORY GROUP

April 29, 2021

Donna Vieiro, 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

Dear Ms. Vieiro,

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 2021A (Waterfront Redevelopment Area Infrastructure Project Non-Recourse) (the "2021 AP Triangle RAB") is expected to close in May 2021. 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 AP Triangle Townhouse Development Project (the "AP Triangle Project") located at Block 3801, Lots 1.01, 1.03 and 1.05 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 all aspects related to 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 Project or other project(s);
- 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);

INDEPENDENT FINANCIAL ADVISORS



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 \$7,500 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 RABs will terminate on December 31, 2021 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.

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, May 12, 2021
RESOLUTION SUMMARY

2021-232

Resolution authorizing the purchase of two Kubota's for the Department of Public Works utilizing Capital Funds totaling \$57,489.34 and the purchase of one Kubota for the Beach Department totaling \$28,744.67 which shall get reimbursed as per the SDA 2021 Menu Items.



RESOLUTION NO. 2021-232

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

RESOLUTION AUTHORIZING THE PURCHASE OF THREE KUBOTA'S

WHEREAS, the City has a need for one Kubota for the Beach Department and two Kubota's for the Department of Public Works; and

WHEREAS, the City has obtained the attached quote from Cherry Valley Tractor Sales, Inc. totaling \$86,234.01 from Sourcewell (formerly NJPA) National Cooperative Ground Maintenance and Equipment Contract Number 062117-KBA in which the City is a member with a membership number of 18864; and

WHEREAS, the City of Asbury Park is desirous of awarding the purchase to the vendor in an amount listed above and is authorized to purchase from national cooperatives as outlined in LFN 2012-10; and

WHEREAS, the City Clerk shall advertise this award as per the requirements of LFN 2012-10; and

WHEREAS, the City of Asbury Park has adopted Resolution #2020-155 identifying the 2021 Menu Items as per the SDA and the reimbursement or purchase of one Kubota up to \$29,000.00 is included; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account for one Kubota for the Beach Department:

- 1-05-55-502-000-206 - \$28,744.67 and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts for two Kubota's for the Department of Public Works:

- C-04-55-998-169-004 - \$16,400.00
- C-04-55-998-169-006 - \$32,500.00
- C-04-55-998-177-002 - \$ 8,589.34
-

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 of three Kubota's for a total amount of \$86,234.01 from Cherry Valley Tractor Sales, Inc.; and

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

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-232 which was finally adopted by the City Council at a meeting held on the 12th day of May, 2021

CERTIFIED BY ME THIS 12th DAY OF May, 2021.



Melody Hartsgrove, City Clerk 5/13/2021

MELODY HARTSGROVE
CITY CLERK

35 Route 70 West
Marlton, New Jersey 08053-3099

KUBOTA SOURCEWELL CONTRACT # 062117-KBA

Quote valid for 30 Days

Equipment Parts and Repairs are Available Under NJ State Contract # A43022

Equipment Parts and Repairs are Available Under NO State Contract # A43022

Buying 3

1- comes from Beach Budget (menu item) 28,744.67

2- charged to Capital 57,489.34

C-04-SS-998-169-004 16,400.00

C-04-SS-998-169-006 32,500.00

C-04-SS-998-177-002 8,589.34

1-05-SS-502-000-206

Thanks for the opportunity

John Fowler

Packet Pg. 98

Attachment: CHERRY VALLEY TRACTOR - KUBOTA QUOTE (2021-232 : Authorizing the purchase of three Kubota's)

Tracy Lizardi

From: Robert Bianchini
Sent: Tuesday, May 4, 2021 6:45 AM
To: JoAnn Boos; Tracy Lizardi
Cc: Michael J. Manzella; Donna Vieiro
Subject: FW: [EXTERNAL] (3) UNITS KUBOTA RTVX1100CWL-H WITH ELLIOT 2.0 CU YD DUMP BOXES WITH DRIVER SIDE CUTOUT SOURCEWELL COOP QUOTE
Attachments: ASBURY PARK KUBOTA RTVX1100 WITH ELLIOT DUMP BOX SOURCEWELL COOP QUOTE MAY 2021 3 UNITS.xls

Good Morning JoAnn and Tracy

Here is the quote for the three Kubotas. I will come over when you get in this morning when your ready....

From: john@cherryvalleytractor.com <john@cherryvalleytractor.com>
Sent: Monday, May 3, 2021 4:26 PM
To: Robert Bianchini <Robert.Bianchini@cityofasburypark.com>; Joe Giuffi <Joe.Giuffi@cityofasburypark.com>
Cc: john@cherryvalleytractor.com
Subject: [EXTERNAL] (3) UNITS KUBOTA RTVX1100CWL-H WITH ELLIOT 2.0 CU YD DUMP BOXES WITH DRIVER SIDE CUTOUT SOURCEWELL COOP QUOTE

Joe and Robert,

Here you go.

Lead time for the three dump boxes is 6 weeks upon Purchase Order.

Lead time for the three Kubota RTVX1100CWL-H's is 6 weeks minimum upon Purchase Order

Robert,

FYI. There is no Kubota Dealer who is going to have any Kubota's in stock available for City of Asbury.

The longer the City of Asbury waits to issue a PO only pushes you farther down the list of Retail Sold Orders.

I currently have 10 units sold I am waiting on from Kubota.

Cherry Valley Tractor is the exclusive dealer for the Elliot Dump Box in New Jersey.

Regardless of the lead time the sooner you issue a Po the sooner you will take delivery.

Call me with any questions.

Thanks.

John Fowler

Attachment: CHERRY VALLEY TRACTOR - KUBOTA QUOTE (2021-232 : Authorizing the purchase of three Kubota's)

Salesman
CherryValley Tractor Sales
35 West Route 70
Marlton, NJ 08053
Cell: 732-320-0452
Office: 856-983-0111x119
Fax: 865-983-7700
john@cherryvalleytractor.com
www.cherryvalleytractor.com

Attachment: CHERRY VALLEY TRACTOR - KUBOTA QUOTE (2021-232 : Authorizing the purchase of three Kubota's)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 12, 2021
RESOLUTION SUMMARY

2021-233

Resolution authorizing the purchase of two 7 cu. yd. Rear Compactor Boxes for the Beach Department totaling \$16,910.00 which shall get reimbursed as per the SDA 2021 Menu Items.



RESOLUTION NO. 2021-233

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

RESOLUTION AUTHORIZING THE PURCHASE TWO REAR COMPACTOR BOXES FOR THE BEACH DEPARTMENT

WHEREAS, the City has a need for two 7 Cu. Yd. Rear Compactor Boxes within the Beach Department; and

WHEREAS, the City has solicited and obtained two quotes from Broyhill Inc., and Rudco Products, Inc.; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract for the purchase of two rear compactor boxes in the amount of \$16,910.00; and

WHEREAS, the City of Asbury Park has adopted Resolution #2020-155 identifying the 2021 Menu Items as per the SDA and the reimbursement or purchase of two Broyhill 7 Cu. Yd. dumpster up to \$17,000.00 is included; and

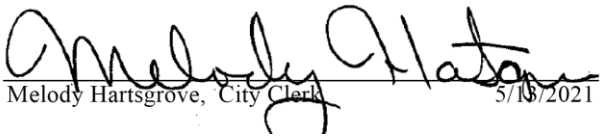
WHEREAS, the Chief Financial Officer has certified that funds are available in the following account: 1-05-55-502-000-206 as needed; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorizes the purchase of 7 Cu. Yd. Rear Compactor Boxes for a total amount of \$16,910.00 from Broyhill, Inc.; and

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

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-233 which was finally adopted by the City Council at a meeting held on the 12th day of May, 2021

CERTIFIED BY ME THIS 12th DAY OF May, 2021.



Handwritten signature of Melody Hartsgrove in black ink, written over a horizontal line.

Melody Hartsgrove, City Clerk

5/13/2021

MELODY HARTSGROVE
CITY CLERK



Daniel Paczkowski.
One Municipal Plaza
Asbury NJ 07712

5-6-21

Quote for a 2021 Rear Compactor Boxes

2 Rear-dump 7.0 cu yd compactor box	14,540.00
1 Frt. to Asbury Park NJ	2,370.00
Total	\$ 16,910.00

If frt. comes in less, we will credit the difference. You will not be charged more if the frt. increases.

Delivery up to 30 days (est'd). Frt. Quote is good for 30 days. Small business payment terms are 15 days from delivery (overnight payment or wire transfer), **Please inform your accounting a/p dept of this requirement if quote is accepted.**

Contact me if you have more questions.

Thank you
Craig

Attachment: REAR COMPACTOR BOXES QUOTES (2021-233 : Authorizing the purchase of two rear compactor boxes for the Beach



Attachment: REAR COMPACTOR BOXES QUOTES (2021-233 : Authorizing the purchase of two rear compactor boxes for the Beach

<< QUOTE >>



Rudco Products, Inc.
114 East Oak Road
P.O. Box 705
Vineland, NJ 08360
(856)-691-0800

PAGE 1

QUOTE DATE 5/6/2021
QUOTE NO 78248-JPQA

SOLD
C29211
CITY OF ASBURY PARK
ONE MUNICIPAL PLAZA
ASBURY PARK, NJ 07712
T O

SHIP
CITY OF ASBURY PARK
ASBURY PARK, NJ 07712
T O

Contact ROBERT BIANCHINI
Office
Cell 732-312-7579
Email ROBERT.BIANCHINI@CITYOFASBURY.COM

12 TO 14 WEEK LEAD TIME ONCE SIGNED PROPOSAL & PURCHASE ORDER ARE RECEIVED ---- PAINTED ANY STANDARD RUDCO COLOR

SLS1	SLS2	DUE DATE	DISC DUE DATE	ORDER NO	ORDER DATE	SHIP NO	TAX PCT
JNP				00078248			0
TERMS DESCRIPTION		CUSTOMER PO NO		SHIP VIA		SHIP DATE	
N/30							
ITEM ID	TX CL	UNITS	ORDERED	SHIPPED	UNIT PRICE	EXTENSIO	
A-MISC	1	EA	1.0000	0.0000	8,500.0000	8,500.0	
7YD BEACH CONTAINER							

Credit card payments are subject to a 3% fee

TAXABLE	NONTAXABLE	FREIGHT	SALES TAX	MISC	TOTAL
0.00	8,500.00	774.00	0.00	0.00	9,274.00
TOTAL DUE					9,274.00

All material is guaranteed to be as specified. All work to be completed in workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only 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 Workmen's Compensation Insurance.

AUTHORIZED SIGNATURE: *RUDCO Products, Inc.*

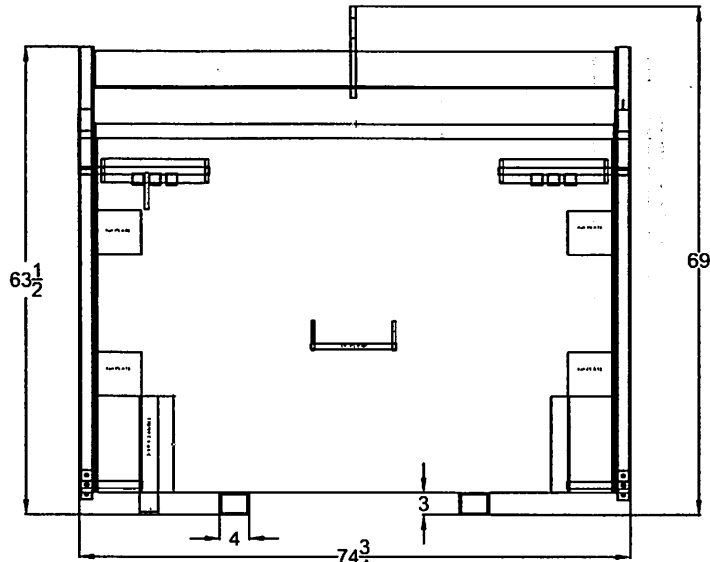
Note: This proposal may be withdrawn by us if not accepted within 7 days. All orders are subject to the approval of the V.P. of Sales.

Acceptance of Proposal

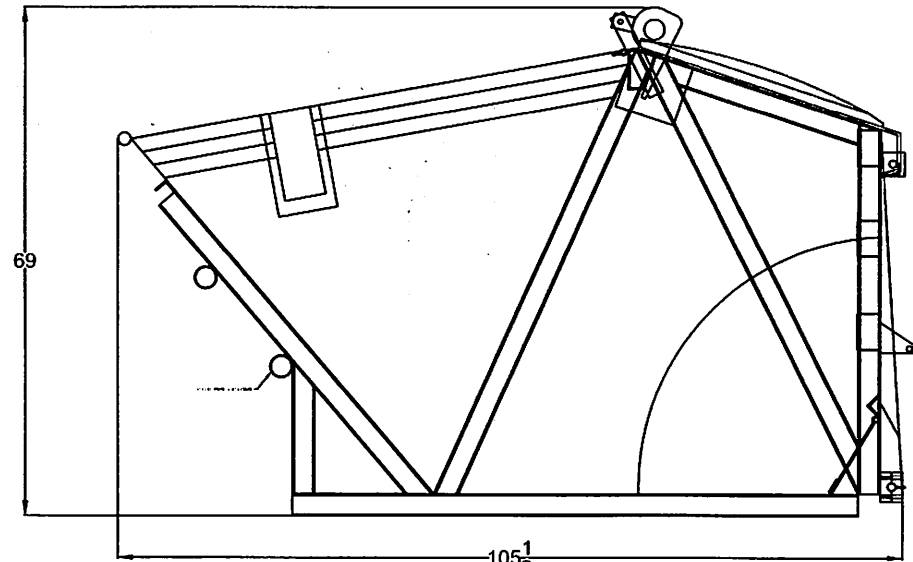
THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Accepted Signature: _____ Date: _____

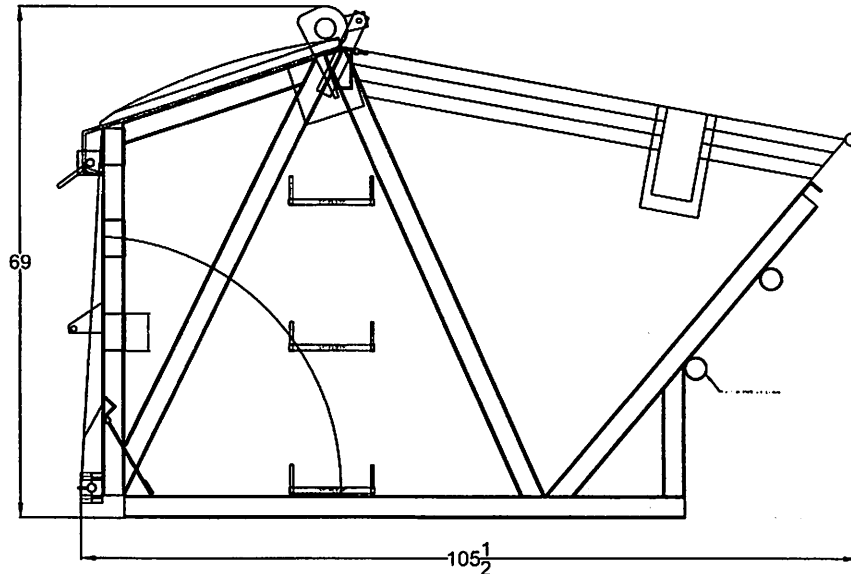
Attachment: REAR COMPACTOR BOXES QUOTES (2021-233 : Authorizing the purchase of two rear compactor boxes for the Beach



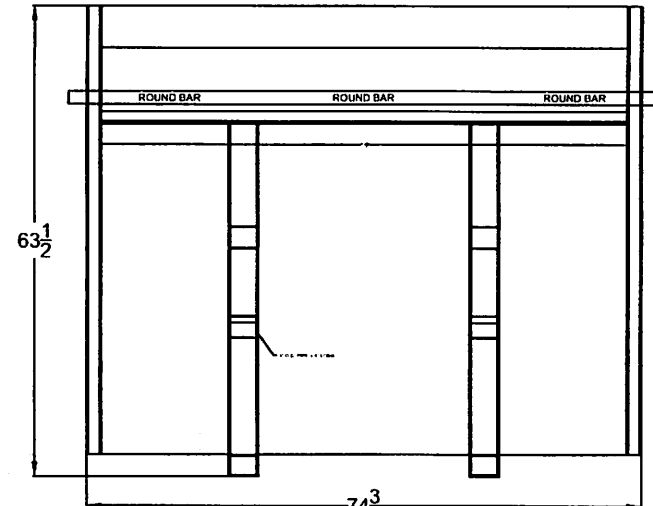
FRONT VIEW



RIGHT SIDE VIEW



LEFT SIDE VIEW



REAR VIEW

THIS DRAWING IS CONFIDENTIAL PROPERTY OF RUDCO PRODUCTS, INC. AND CAN NOT BE USED, MADE KNOWN OR REPRODUCED, DIRECTLY OR INDIRECTLY BY ANY PARTY IN ANY MANNER WHATSOEVER, IN WHOLE OR IN PART, WITHOUT THE PRIOR WRITTEN CONSENT OF RUDCO PRODUCTS INC. ANY ACTION BY ANY PART CONTRARY THERETO IS SUBJECT TO THE MAXIMUM PENALTY UNDER THE LAW.

TOLERANCE UNLESS OTHERWISE SPECIFIED
IN. ± 1/16 | DEC. ± .010 | DEG. ± 0.5°



RUDCO
PRODUCTS, INC.

114 E. OAK ROAD
VINELAND, NEW JERSEY
08360-2318

PROJECT:	SCALE: NONE	DRAWN BY: R.MILLARD
QTY/UNIT:	WEIGHT:	DATE: 5/4/2021
		CHECK BY:

BEACH CONTAINER

DRAWING NUMBER

Packet Pg. 108

Tracy Lizardi

From: Robert Bianchini
Sent: Thursday, May 6, 2021 3:07 PM
To: Tracy Lizardi; JoAnn Boos
Subject: FW: [EXTERNAL] Rudco ~ Container Quote
Attachments: City of Asbury Park (NJ) 78248-JPQA.Pdf; RUDCO Beach Container - General Dimensions.pdf; Beach Container.jpg

They would have to make them but they gave me a price...

From: Jessica Pettit <jpettit@Rudco.com>
Sent: Thursday, May 6, 2021 1:59 PM
To: Robert Bianchini <Robert.Bianchini@cityofasburypark.com>
Subject: [EXTERNAL] Rudco ~ Container Quote

Hey Robert!

Please see the attached quote, drawing & photo of the container.
 This is indeed a 7YD unit.

Let me know if I can help with anything else 😊

QR Code Attached – Open you cell phone camera & scan the code. This will prompt you & will save all of my contact information in your phone

Jessica Pettit

Mid-Atlantic Regional Sales Manager
 Covering NJ & Eastern PA



114 E Oak Road, Vineland, NJ 08360

Cell: 267-228-0468 | O: 856-691-0800 ext 130 | F: 856-696-8654 | E: jpettit@rudco.com



Attachment: REAR COMPACTOR BOXES QUOTES (2021-233 : Authorizing the purchase of two rear compactor boxes for the Beach



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 12, 2021
RESOLUTION SUMMARY

2021-234

Rescinding Resolution 2020-283 because the work on the underground sprinkler system has not begun at Sunset and Cannon Park and authorize a contract with East Coast Irrigation in the amount of \$9,800. This is the same vendor as last year and the price has not changed.



RESOLUTION NO. 2021-234

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

RESCINDING RESOLUTION 2020-283 AND AUTHORIZING A CONTRACT FOR THE INSTALLATION OF AN UNDERGROUND SPRINKLER SYSTEM AT SUNSET AND CANNON PARK

WHEREAS, on September 23, 2020 the City of Asbury Park Council approved Resolution 2020-283 authorizing a contract to East Coast Irrigation, Inc. for the installation of an underground sprinkler system in the amount of \$9,800.00; and

WHEREAS, the City is rescinding Resolution 2020-283 for East Coast Irrigation, Inc., due to the failure to complete the project in a timely manner due to the fall and winter weather; and

WHEREAS, the City still has a need to install underground sprinkler systems at Veterans Park and Cannon Park; located at the Corner of Grand and Cookman Ave; and

WHEREAS, the City has solicited and obtained two quotes from East Coast Irrigation, Inc. and Garden Irrigation; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract for the installation of underground sprinklers to East Coast Irrigation, Inc. in an amount of \$9,800.00; and

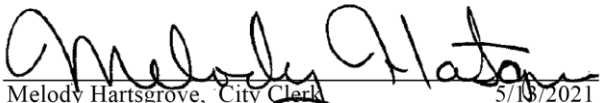
WHEREAS, the Chief Financial Officer has certified that funds are available in the following account 1-01-26-310-000-218. The maximum dollar value of the pending contract is as set forth in the resolution.

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 installation of underground sprinkler system in the amount of \$9,800.00 to East Coast Irrigation, Inc. and a copy of this Resolution shall be provided to the Superintendent of DPW, City Manager, CFO and Director of Purchasing.

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

RESOLUTION NO. 2021-234 which was finally adopted by the City Council at a meeting held on the 12th day of May, 2021

CERTIFIED BY ME THIS 12th DAY OF May, 2021.


Melody Hartsgrove, City Clerk 5/18/2021

MELODY HARTSGROVE
CITY CLERK

JOB ESTIMATE

EAST COAST IRRIGATION, INC
P.O. BOX 82
MARLBORO, NJ 07746
(732) 928-9668 or (732) 972-2824
FULLY INSURED
LICENCE# 17166

4-20-21

75PSI

Date:
Job Number:

NAME: CITY OF ASBURY PARK
ADDRESS: 5th AVE + HECK
SUNSET PARK
PHONE# Tommy

We are pleased to submit the following cost estimate:

Job Description: UNDERGROUND LAWN SPRINKLER SYSTEM

MATERIALS

QUANTITY	DESCRIPTION	PRICE	TOTAL
✓	PERMIT FROM BUILDING DEPT. TO PERFORM WORK		
✓	INDOOR PLUMBING PERFORMED BY A LICENSED PLUMBER		
✓	TYPE "L" COPPER USED FOR ALL INDOOR PLUMBING		
1	BRASS PRESSURE VACUUM BREAKER - Watts 800 <u>PLASTIC TOTO PVB</u>		
7	VALVES W/ BOX(ES) AND COVER(S) - Irritrol #2400 (incl. master)	5 yr warr	
40	ROTARY HUNTER HEADS <u>PGP ULTRA CV</u>	5 yr warr	
0-4	FIXED SPRAY POP-UPS 4" #570Z	5 yr warr	
✓	RAIN SENSOR W/ BYPASS SWITCH - Hunter Mini-Click	5 yr warr	
✓	9 ZONE TIMER - Irritrol Total Control # <u>HUNTER XR</u>	5 yr warr	
✓	100psi 1" POLY PIPE		
✓	WIRE; FITTINGS; STAINLESS STEEL CLAMPS		
✓	2 YR. WARRANTY MFG. DEFECTS AND WORKMANSHIP ONLY		
✓	GUARANTEED COVERAGE		
		Materials total	

LABOR

HOURS	DESCRIPTION	CHARGES	TOTAL
	ALL PARTS AND LABOR ARE INCLUDED IN THIS ESTIMATE		
	DEPOSIT REQUIRED BEFORE PERMIT IS OBTAINED		
	HOMEOWNER IS RESPONSIBLE TO MARK PROPERTY LINES		
	ECI is not responsible for unmarked or subcode lines, wires, etc.		
	Accepted By:		
		Labor total	
		Total estimate	5700

6 ZONES, 40 HEADS
COVERAGE TO LAWN + BEDS
AS SHOWN BY Tommy.

Attachment: UNDERGROUND SPRINKLER SYSTEM QUOTES 2021 (2021-234 : Rescinding Resolution 2020-283 and authorizing a contract for

JOB ESTIMATE

EAST COAST IRRIGATION, INC
P.O. BOX 82
MARLBORO, NJ 07746
(732) 928-9668 or (732) 972-2824
FULLY INSURED
LICENCE# 17166

Date:

Job Number:

NAME: CITY OF ASHLAND PARKADDRESS: CIVIL WAR PARK (GANNON)

PHONE# _____

We are pleased to submit the following cost estimate:

Job Description: UNDERGROUND LAWN SPRINKLER SYSTEM

MATERIALS

QUANTITY	DESCRIPTION	PRICE	TOTAL
✓	PERMIT FROM BUILDING DEPT. TO PERFORM WORK		
✓	INDOOR PLUMBING PERFORMED BY A LICENSED PLUMBER		
✓	TYPE "L" COPPER USED FOR ALL INDOOR PLUMBING		
✓	BRASS PRESSURE VACUUM BREAKER - Watts 800 frostfree		
4	VALVES W/ BOX(ES) AND COVER(S) - Irritrol #2400 incl. master v	5 yr warr	
9	ROTARY HUNTER HEADS PGP ULTRA CV	5 yr warr	
0	FIXED SPRAY POP-UPS 4" #570Z	5 yr warr	
✓	RAIN SENSOR W/ BYPASS SWITCH - Hunter Mini-Clik	5 yr warr	
✓	4 ZONE TIMER - Irritrol Total Control # 110000 NODE	5 yr warr	
✓	100psi 1" POLY PIPE		
✓	WIRE; FITTINGS; STAINLESS STEEL CLAMPS		
✓	2 YR. WARRANTEE MFG. DEFECTS AND WORKMANSHIP ONLY		
✓	GUARANTEED COVERAGE		
1	CAGE FOR BACKFLOW PREVENTION		
Materials total			

LABOR

HOURS	DESCRIPTION	CHARGES	TOTAL
	ALL PARTS AND LABOR ARE INCLUDED IN THIS ESTIMATE		
	DEPOSIT REQUIRED BEFORE PERMIT IS OBTAINED		
	HOMEOWNER IS RESPONSIBLE TO MARK PROPERTY LINES		
	ECL is not responsible for unmarked or subcode lines, wires, etc.		
	3 ZONES w/ DL LATCHING SOLENOIDS + WIRELESS TIMER		
	Accepted By: _____		
Labor total			
Total estimate			4100

WATER SUPPLY TO BE PROVIDED BY THE CITY

5/14



Garden Irrigation Co., Inc.

SHELDON ROGERS NJDEP LICENSE #15604

GREGG ROGERS NJDEP LICENSE #21222

HIC #13VH00194700

316 Tennent Road
Morganville, NJ 07751

3005 Veterans Highway
Feasterville, Pa 19053

NJ:732-972-9100
PA:215-322-5800
Fax:732-972-2995

Date: April 28, 2021

Phone: Home ()

Work ()

Cell (732) 312-7579

E-mail: iksnivip@aol.com

Salesperson: Gregg Rogers

INSTALLATION CONTRACT

Owner(s) Name: Veterans Park

Address: 5th Avenue & Berg Street

Asbury Park, NJ 07712

PRINCIPAL PRODUCTS AND MATERIALS TO BE USED IN YOUR INSTALLATION:

Controller (Mfr/Size) ☒ Hunter ☐ Rain Bird ICC-2 outdoor Zones/Valves (Mfr/Approx. Qty) ☒ Hunter ☐ Rain Bird PGV

Rotary heads (Mfr/Approx. Qty) ☒ Hunter ☐ Rain Bird PGP Ultra Spray Heads (Mfr/Approx. Qty) ☒ Hunter ☐ Rain Bird Pro

Water Supply (Size/Source): ☒ 3/4" ☐ 1" ☐ Copper / ☐ Pex / ☐ CPVC ☒ Municipal ☐ Well Notes/Location curb

Approximate Permit Price (Not in Contract Price Payable to Township) TBD by Twp Winterization Price (Not in Contract Price) \$

Notes/ Omitted Areas: 54 heads

Rotary garden to kidney shaped bed

Options: 1. 2 wire - expandability + \$500.00

3. _____

2. _____ 4. _____

Work To Be Started On Or About / / Work To Be Completed On Or About / /

It is understood by and between parties to this Installation Contract that Contractor may not begin work as described herein unless and until all applicable permits are issued by governmental and / or regulatory authorities.

Purchase Price: \$ 7,860.00

Deposit: \$ 2,000.00

Permit Processing Fee: \$ 50.00

Phase I Payment: \$ 2,885.00

Options Total: \$

Payment Due Upon Completion/Instruction: \$ 3,000.00

Total Cash Price*: \$ 7,910.00

Balance Due After Final Inspection \$ 25.00

*Subject to below terms and conditions

Total of Payments \$ 7,910.00

SYSTEM INCLUDES:

- Design and Installation by a Nationally Certified Irrigation Contractor in business since 1966
- Brass backflow preventor approved by all local and state codes
- 100 psi polyethylene piping for the entire system with insert fittings and stainless steel clamps
- PVC piping and fittings all schedule 40 and glued with PVC cement

GARDEN IRRIGATION OFFERS:

- A fully staffed office to handle any questions or concerns
- Experienced technicians in the field to service your system for years to come
- A company that is licensed, insured, and bonded
- A company that was started in 1966 with the same ownership - not a franchise and not bought or sold

LICENSES AND CERTIFICATIONS:

- Gregg Rogers Licensed Irrigation Contractor 21222
- Sheldon Rogers Licensed Irrigation Contractor 15604
- Water Sense Certified by the EPA to ensure a properly designed and efficient irrigation system
- LICBP #667054
- HIC #13VH00194700
- Backflow Certification #7943
- Member of Better Business Bureau; New Jersey Irrigation Assoc.; National Irrigation Assoc.

1. Meaning of Words. "Contract" means this Installation Contract. As used in this Contract, "Owner" means Owner(s) identified above and "Contractor" means Garden Irrigation Co., Inc.

THIS CONTRACT IS ALSO SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE WHICH ARE MADE A PART HEREOF AND OWNER ACKNOWLEDGES THAT HE OR SHE HAS READ.

Initial

OFFICE USE ONLY

Municipality _____ Pressure _____ psi Billing Code _____ Survey Rec'd _____

2. Work to be Performed. The Contractor shall furnish and install an automatic lawn sprinkler system and any additional work as described above at the Owner's address. Contractor guarantees complete coverage of all lawn areas except in omitted areas (defined above). Landscaping areas are not guaranteed to be covered unless specific shrub zones are purchased. Contractor shall be permitted to make all necessary alterations that are in its judgment required to accomplish the work to be performed. Contractor will make every effort to minimize damage to lawns, shrubs and property, but by reason of the nature of the work will not be held responsible for any damage caused during installation.

3. Guarantee of Materials. All materials are guaranteed in the event of a manufacturing defect for **2 years** from the date of installation to the extent of the manufacturer's warranty. This guarantee does not cover the replacements or repair of any materials necessitated by anything other than a manufacturing defect.

4. Service Warranty. Contractor agrees to provide free service for a period of **1 year** from the actual date of completion of installation. Contractor agrees to make all service calls provided herein within a reasonable time after receiving notice from Owner. Contractor shall not be liable for any damage caused by reason of delay for any reason beyond the control of the Contractor in making a service call. Service under this section includes movement of up to two sprinkler heads a maximum of six feet combined. No more than two service calls for the movement of sprinkler heads are permitted under this section. The raising or lowering of a sprinkler head constitutes movement of a sprinkler head. Service under this section DOES NOT include: a) winterization; b) re-programming of timer; c) general check-up or spring turn-on; d) movement of sprinkler heads caused by objects placed on property after date of installation; e) installation of additional heads caused by objects placed on property after date of installation; f) problems with Owner's lawn/property that are not caused by the installed sprinkler system, i.e., leak in sump pump, fungus on grass, etc. If Contractor is requested to provide to Owner additional service(s) not covered by this section or otherwise by this Contract, a separate Contract signed by both parties shall be necessary. The warranty provided by this section will automatically terminate if the installed sprinkler system is SERVICED or WINTERIZED by a person or company other than the Contractor or another Nationally Certified Irrigation Installer.

5. Winterization. The sprinkler system installed by Contractor requires a once-a-year winterization. Contractor offers, as an option under this Contract, winterization service at an additional charge. The price quoted in this contract is for the initial year only. Owner is solely responsible to ensure that sprinkler system is winterized prior to first frost. If any other person or company other than the Contractor or another Nationally Certified Irrigation Installer performs winterization of the installed system, the Guarantee of Materials and Service Warranty described herein shall be null and void, with the exception of any applicable manufacturer's product guarantee. Where Contractor provides winterization, Contractor shall not be held responsible for any damage caused by cold and/or inclement weather. It is understood by Owner that winterization does not always provide complete protection against certain hazards that may exist in adverse weather conditions.

6. Completion Date and Final Payment Due. Contractor shall make a good faith effort to complete the installation on or about the date mentioned above. If completion date is not met by the Contractor, the Contractor shall not be held responsible for any delay or damage to landscaping, or grass due to non-watering. If completion date is delayed due to Owner, additional cost of 10% of the contract price will be charged to the Owner. The Contractor is not responsible for completion of the job in the event of any cause beyond its control. Final payment of \$25 will be due after final inspection certificate.

7. Changes in Property. If Owner installs/changes patios, decks, fence, landscape, pool, shed, playset, invisible dog fence or other structures on the property, Contractor is not responsible for cost of changes to the sprinkler system. Additional charges must be authorized before outside work can begin.

8. Notification of Utilities. Owner must notify the Contractor of the exact location of any underground utilities, structures, or improvements on the property (e.g., gas lines to barbecue, electric lines for pools, drains on property, etc.) These must be marked w/spray paint & marking flags. Contractor shall not be responsible for underground utilities and town permits. Contractor is not responsible for damage to any underground objects whose locations were not revealed to the Contractor prior to the installation.

9. Additional Charges for Installation. If sod is installed before installation of the sprinkler system and must be lifted to install the sprinkler system, there shall be an additional charge of \$150.00 per zone. If the yard changes from the time of the estimate to the time of installation and additional labor or materials are required, there shall be an additional charge to the Owner quoted in advance. In the event that unanticipated subsurface soil conditions are encountered, such as excessive rocks, tree roots or other buried materials, Owner agrees to compensate Contractor \$200.00 for each zone where such subsurface materials are located. If additional equipment is necessary, Owner is responsible for additional charges to be agreed upon between Owner and Contractor. If completion date is "as required", additional costs will be incurred by Owner if Owner does not request that the system be installed within three months from the date of this Contract. All additional charges must be agreed upon in writing by Owner and Contractor. System requires a minimum of 12 gpm @45 psi. If water service is inadequate, Owner will incur additional charges to meet minimum system requirements.

10. Installation of Underground Lawn Sprinklers. The Contractor shall have the sole authority to select the placement of the sprinkler heads, valve box, clock/timer, and plumbing tap and backflow. If Owner requests movement of the valve box, Owner will be charged either \$500.00 per box or \$100.00 per zone for the first 10 feet, \$50.00 per foot thereafter - whichever is greater of the two. If Owner requests movement of the clock/timer, Owner will be charged \$150.00 per clock for the first 10 feet, \$10.00 per foot thereafter. If Owner requests movement of the plumbing tap or backflow, Owner will be charged a minimum of \$500.00.

11. Property Lines. Contractor shall not be held liable or responsible in the event it installs a portion of the sprinkler system beyond the Owner's property lines unless the Owner has had a professional surveyor stake the property lines as of the date of installation.

12. Severability. Should any provision of this Contract be held invalid or unenforceable by any court of competent jurisdiction, all other provisions shall continue in full force and effect.

13. Entire Agreement. This Contract constitutes the entire understandings between the parties and they each represent that there have been no representations, warranties, covenants or undertakings other than those set forth herein.

14. Modification or Waiver. No modification or waiver of any of the terms of this Contract shall be valid unless in writing and executed by all parties.

15. Payment. All materials remain property of the Contractor until final payment is received. The deposit is non-refundable. Owner shall make final payment by cash or certified check upon completion. A 2% service charge per month on the remaining balance will be charged if not paid within ten days. Returned check fee of \$35 will apply for each occurrence.

16. Miscellaneous. This Contract shall be binding when accepted and signed by the Owner and the Contractor. This Contract shall be governed by the laws of the State of New Jersey. In the event of any litigation between Owner and Contractor, Owner consents to the exclusive jurisdiction of the Superior Court of New Jersey, Monmouth County or U.S. District Court for the District of New Jersey and agrees that Contractor, if the prevailing party, shall be entitled to an award of attorneys' fees and other costs of litigation. This Contract shall be binding upon the parties, their successors, legal representatives and assigns.

By signing below, you acknowledge that: 1) you have read the entire Contract before signing it; and 2) you have received a legible, completely filled-in copy of this Contract.

FOR INFORMATION ABOUT CONTRACTORS AND THE CONTRACTORS' REGISTRATION ACT, CONTACT THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF CONSUMER AFFAIRS AT 1-888-656-6225.

NOTICE TO CONSUMER

YOU MAY CANCEL THIS CONTRACT AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER RECEIVING A COPY OF THIS CONTRACT. IF YOU WISH TO CANCEL THIS CONTRACT, YOU MUST EITHER:

- 1. SEND A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED; OR**
- 2. PERSONALLY DELIVER A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION TO GARDEN IRRIGATION, 316 TENNENT ROAD, MORGANVILLE, NJ 07751, 732-972-9100**

If you cancel this contract within the three-day period, you are entitled to a full refund of your money. Refunds must be made within 30 days of the contractor's receipt of the cancellation notice.

Salesperson Name / Address Gregg Rogers

316 Tennent Road, Morganville, NJ 07751

Salesperson Signature _____

Owner's Signature _____

Garden Irrigation

underground lawn sprinklers

Garden Irrigation Co., Inc.

SHELDON ROGERS NJDEP LICENSE #15604

GREGG ROGERS NJDEP LICENSE #21222

HIC: #13VH00194700

316 Tennent Road
Morganville, NJ 07751

3005 Veterans Highway
Feasterville, Pa 19053

NJ:732-972-9100
PA:215-322-5800
Fax:732-972-2996

Date: September 25, 2019

Phone: Home ()

Work ()

Cell (732) 312-7579

E-mail: robert.bianchini@cityofasburypark.com

Salesperson: Gregg Rogers

INSTALLATION CONTRACT

Owner(s) Name: Asbury Park Public Works

Address: 9 Main Street, Asbury Park, NJ 07712

Subject Property: Cannonball Park, Corner of Cookman Ave & Grand Ave.

PRINCIPAL PRODUCTS AND MATERIALS TO BE USED IN YOUR INSTALLATION:

Controller (Mfr/Size) ☒ Hunter ☐ Rain Bird Node * Zones/Valves (Mfr/Approx. Qty) ☒ Hunter ☐ Rain Bird PGV
 Rotary heads (Mfr/Approx. Qty) ☒ Hunter ☐ Rain Bird PGP Ultra Spray Heads (Mfr/Approx. Qty) ☒ Hunter ☐ Rain Bird Pro
 Water Supply (Size/Source): ☒ 3/4" ☐ 1" ☐ Copper / ☐ Pex / ☐ CPVC ☒ Municipal ☐ Well Notes/Location Curb
 Approximate Permit Price (Not in Contract Price Payable to Township) TBD City Winterization Price (Not in Contract Price) \$ 125
 Notes/ Omitted Areas: Install irrigation at Cannonball Park - The City to have water connection available at curb
 * Battery operated

Options: 1. 2. 3. 4.

Work To Be Started On Or About / / Work To Be Completed On Or About / /

It is understood by and between parties to this Installation Contract that Contractor may not begin work as described herein unless and until all applicable permits are issued by governmental and / or regulatory authorities.

Purchase Price:	\$ 4,500.00	Deposit:	\$ 1,000.00
Permit Processing Fee:	\$ 0.00	Phase I Payment:	\$ 0.00
Options Total:	\$	Payment Due Upon Completion/Instruction:	\$ 3,500.00
Total Cash Price*:	\$ 4,500.00	Balance Due After Final Inspection:	\$ 0.00
*Subject to below terms and conditions		Total of Payments:	\$ 4,500.00

SYSTEM INCLUDES:

- Design and Installation by a Nationally Certified Irrigation Contractor in business since 1966
- Brass backflow preventor approved by all local and state codes
- 100 psi polyethylene piping for the entire system with insert fittings and stainless steel clamps
- PVC piping and fittings all schedule 40 and glued with PVC cement

GARDEN IRRIGATION OFFERS:

- A fully staffed office to handle any questions or concerns
- Experienced technicians in the field to service your system for years to come
- A company that is licensed, insured, and bonded
- A company that was started in 1966 with the same ownership - not a franchise and not bought or sold

LICENSES AND CERTIFICATIONS:

- Gregg Rogers Licensed Irrigation Contractor 21222
- Sheldon Rogers Licensed Irrigation Contractor 15604
- Water Sense Certified by the EPA to ensure a properly designed and efficient irrigation system
- LICBP #667054
- HIC #13VH00194700
- Backflow Certification #7943
- Member of Better Business Bureau; New Jersey Irrigation Assoc.; National Irrigation Assoc.

1. **Meaning of Words.** "Contract" means this Installation Contract. As used in this Contract, "Owner" means Owner(s) identified above and "Contractor" means Garden Irrigation Co., Inc.

THIS CONTRACT IS ALSO SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE WHICH ARE MADE A PART HEREOF AND OWNER ACKNOWLEDGES THAT HE OR SHE HAS READ.

Initial

OFFICE USE ONLY

Municipality Pressure psi Billing Code Survey Rec'd

2. Work to be Performed. The Contractor shall furnish and install an automatic lawn sprinkler system and any additional work as described above at the Owner's address. Contractor guarantees complete coverage of all lawn areas except in omitted areas (defined above). Landscaping areas are not guaranteed to be covered unless specific shrub zones are purchased. Contractor shall be permitted to make all necessary alterations that are in its judgment required to accomplish the work to be performed. Contractor will make every effort to minimize damage to lawns, shrubs and property, but by reason of the nature of the work will not be held responsible for any damage caused during installation.

3. Guarantee of Materials. All materials are guaranteed in the event of a manufacturing defect for **2 years** from the date of installation to the extent of the manufacturer's warranty. This guarantee does not cover the replacements or repair of any materials necessitated by anything other than a manufacturing defect.

4. Service Warranty. Contractor agrees to provide free service for a period of **1 year** from the actual date of completion of installation. Contractor agrees to make all service calls provided herein within a reasonable time after receiving notice from Owner. Contractor shall not be liable for any damage caused by reason of delay for any reason beyond the control of the Contractor in making a service call. Service under this section includes movement of up to two sprinkler heads a maximum of six feet combined. No more than two service calls for the movement of sprinkler heads are permitted under this section. The raising or lowering of a sprinkler head constitutes movement of a sprinkler head. Service under this section DOES NOT include: a) winterization; b) re-programming of timer; c) general check-up or spring turn-on; d) movement of sprinkler heads caused by objects placed on property after date of installation; e) installation of additional heads caused by objects placed on property after date of installation; f) problems with Owner's lawn/property that are not caused by the installed sprinkler system, i.e., leak in sump pump, fungus on grass, etc. If Contractor is requested to provide to Owner additional service(s) not covered by this section or otherwise by this Contract, a separate Contract signed by both parties shall be necessary. The warranty provided by this section will automatically terminate if the installed sprinkler system is SERVICED or WINTERIZED by a person or company other than the Contractor or another Nationally Certified Irrigation Installer.

5. Winterization. The sprinkler system installed by Contractor requires a once-a-year winterization. Contractor offers, as an option under this Contract, winterization service at an additional charge. The price quoted in this contract is for the initial year only. Owner is solely responsible to ensure that sprinkler system is winterized prior to first frost. If any other person or company other than the Contractor or another Nationally Certified Irrigation Installer performs winterization of the installed system, the Guarantee of Materials and Service Warranty described herein shall be null and void, with the exception of any applicable manufacturer's product guarantee. Where Contractor provides winterization, Contractor shall not be held responsible for any damage caused by cold and/or inclement weather. It is understood by Owner that winterization does not always provide complete protection against certain hazards that may exist in adverse weather conditions.

6. Completion Date and Final Payment Due. Contractor shall make a good faith effort to complete the installation on or about the date mentioned above. If completion date is not met by the Contractor, the Contractor shall not be held responsible for any delay or damage to landscaping, or grass due to non-watering. If completion date is delayed due to Owner, additional cost of 10% of the contract price will be charged to the Owner. The Contractor is not responsible for completion of the job in the event of any cause beyond its control. Final payment of \$25 will be due after final inspection certificate.

7. Changes in Property. If Owner installs/changes patios, decks, fence, landscape, pool, shed, playset, invisible dog fence or other structures on the property, Contractor is not responsible for cost of changes to the sprinkler system. Additional charges must be authorized before outside work can begin.

8. Notification of Utilities. Owner must notify the Contractor of the exact location of any underground utilities, structures, or improvements on the property (e.g., gas lines to barbecue, electric lines for pools, drains on property, etc.) These must be marked w/spray paint & marking flags. Contractor shall not be responsible for underground utilities and town permits. Contractor is not responsible for damage to any underground objects whose locations were not revealed to the Contractor prior to the installation.

9. Additional Charges for Installation. If sod is installed before installation of the sprinkler system and must be lifted to install the sprinkler system, there shall be an additional charge of \$150.00 per zone. If the yard changes from the time of the estimate to the time of installation and additional labor or materials are required, there shall be an additional charge to the Owner quoted in advance. In the event that unanticipated subsurface soil conditions are encountered, such as excessive rocks, tree roots or other buried materials, Owner agrees to compensate Contractor \$200.00 for each zone where such subsurface materials are located. If additional equipment is necessary, Owner is responsible for additional charges to be agreed upon between Owner and Contractor. If completion date is "as required", additional costs will be incurred by Owner if Owner does not request that the system be installed within three months from the date of this Contract. All additional charges must be agreed upon in writing by Owner and Contractor. System requires a minimum of 12 gpm @45 psi. If water service is inadequate, Owner will incur additional charges to meet minimum system requirements.

10. Installation of Underground Lawn Sprinklers. The Contractor shall have the sole authority to select the placement of the sprinkler heads, valve box, clock/timer, and plumbing tap and backflow. If Owner requests movement of the valve box, Owner will be charged either \$500.00 per box or \$100.00 per zone for the first 10 feet, \$50.00 per foot thereafter - whichever is greater of the two. If Owner requests movement of the clock/timer, Owner will be charged \$150.00 per clock for the first 10 feet, \$10.00 per foot thereafter. If Owner requests movement of the plumbing tap or backflow, Owner will be charged a minimum of \$500.00.

11. Property Lines. Contractor shall not be held liable or responsible in the event it installs a portion of the sprinkler system beyond the Owner's property lines unless the Owner has had a professional surveyor stake the property lines as of the date of installation.

12. Severability. Should any provision of this Contract be held invalid or unenforceable by any court of competent jurisdiction, all other provisions shall continue in full force and effect.

13. Entire Agreement. This Contract constitutes the entire understandings between the parties and they each represent that there have been no representations, warranties, covenants or undertakings other than those set forth herein.

14. Modification or Waiver. No modification or waiver of any of the terms of this Contract shall be valid unless in writing and executed by all parties.

15. Payment. All materials remain property of the Contractor until final payment is received. The deposit is non-refundable. Owner shall make final payment by cash or certified check upon completion. A 2% service charge per month on the remaining balance will be charged if not paid within ten days. Returned check fee of \$35 will apply for each occurrence.

16. Miscellaneous. This Contract shall be binding when accepted and signed by the Owner and the Contractor. This Contract shall be governed by the laws of the State of New Jersey. In the event of any litigation between Owner and Contractor, Owner consents to the exclusive jurisdiction of the Superior Court of New Jersey, Monmouth County or U.S. District Court for the District of New Jersey and agrees that Contractor, if the prevailing party, shall be entitled to an award of attorneys' fees and other costs of litigation. This Contract shall be binding upon the parties, their successors, legal representatives and assigns.

By signing below, you acknowledge that: 1) you have read the entire Contract before signing it; and 2) you have received a legible, completely filled-in copy of this Contract.

FOR INFORMATION ABOUT CONTRACTORS AND THE CONTRACTORS' REGISTRATION ACT, CONTACT THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF CONSUMER AFFAIRS AT 1-888-656-6225.

NOTICE TO CONSUMER

YOU MAY CANCEL THIS CONTRACT AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER RECEIVING A COPY OF THIS CONTRACT. IF YOU WISH TO CANCEL THIS CONTRACT, YOU MUST EITHER:

- 1. SEND A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED; OR**
- 2. PERSONALLY DELIVER A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION TO GARDEN IRRIGATION, 316 TENNENT ROAD, MORGANVILLE, NJ 07751, 732-972-9100**

If you cancel this contract within the three-day period, you are entitled to a full refund of your money. Refunds must be made within 30 days of the contractor's receipt of the cancellation notice.

Salesperson Name / Address Gregg Rogers

316 Tennent Road, Morganville, NJ 07751

Salesperson Signature _____

Owner's Signature _____



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 12, 2021
RESOLUTION SUMMARY

2021-235

Resolution authorizing the following change orders for Deal Lake Drive Improvements Project:

Change Order #2 - \$0.00 - additions and reductions in quantities

Change Order #3 - \$0.00 - additions and reductions in quantities

Change Order #4 - \$0.00 - various item adjustments and additional work requested



RESOLUTION NO. 2021-235

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

RESOLUTION AUTHORIZING CHANGE ORDER NUMBER 2, 3 AND 4 FOR THE DEAL LAKE DRIVE IMPROVEMENTS PROJECT

WHEREAS, the City Council of Asbury Park and Black Rock Enterprises are parties to a contract for Deal Lake Drive Improvements Project via Resolution 2019-193; and

WHEREAS, the original contract amount approved by the City Council was in the sum of one million one hundred thirty eight thousand, seven hundred one dollars and 05/100 cents (\$1,138,701.05); and

WHEREAS, the City had approved, via Resolution 2019-391, Change Order #1 in the amount of \$0.00; and

WHEREAS, Change Order # 2 is a result of additions and reductions in quantities based upon as-built/installed quantities; and

WHEREAS, Change Order #2 is for \$0.00 and had no change to the contract amount of \$1,138,701.05; and

WHEREAS, Change Order # 3 is a result of additions and reductions in quantities based upon as-built/installed quantities; and

WHEREAS, Change Order #3 is for \$0.00 and had no change to the contract amount of \$1,138,701.05; and

WHEREAS, Change Order # 4 is a result of various item adjustments to reflect as built quantities as well as additional work requested by the City; and

WHEREAS, Change Order #4 is for \$0.00 and had no change to the contract amount of \$1,138,701.05; and

WHEREAS, the City Engineer (T&M Associates) on the Project recommended that Change Order No. 2, 3 and 4 be authorized to complete the Project; and

WHEREAS, the Chief Financial Officer has certified that funds are available in C-04-

55-998-173-003 and C-04-55-998-173-002-164-002 within the Capital Fund and the maximum dollar value of the pending change orders is as set forth in this resolution; and

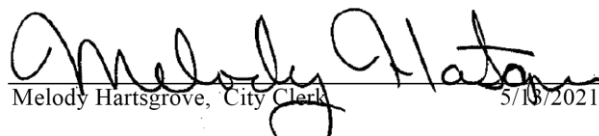
WHEREAS, said certification has designated specifically the line item appropriation(s) of the official budget to which the contract will be officially charged; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Asbury park, County of Mayor and State of New Jersey that the this Change Order No. 2, 3 and 4 shall not exceed \$0.00; and

BE IT FURTHER RESOLVED that a copy of this Resolution be provided the CFO, Black Rock Enterprises, City Engineer City Manager and Director of Purchasing.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-235 which was finally adopted by the City Council at a meeting held on the 12th day of May, 2021

CERTIFIED BY ME THIS 12th DAY OF May, 2021.


Melody Hartsgrove, City Clerk 5/13/2021

MELODY HARTSGROVE
CITY CLERK

T&M ASSOCIATES
CONSULTING & MUNICIPAL ENGINEERS
ELEVEN TINDALL ROAD
MIDDLETOWN, NEW JERSEY 07748

SHEET NO. 1 OF 2
PROJECT NO. ASPK-00764

CHANGE ORDER NO. 2

DATE: January 15, 2020
PROJECT: Deal Lake Drive Improvements
OWNER: City of Asbury Park
CONTRACTOR: Black Rock Enterprises, LLC

DESCRIPTION OF CHANGE:

REDUCTIONS:

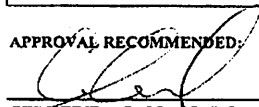
Various items are reduced to reflect current as-built quantities.

EXTRA:

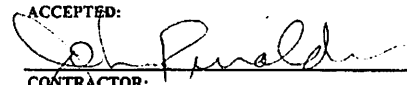
Various items are increased to reflect current as-built quantities.

SUPPLEMENTARY:

APPROVAL RECOMMENDED:


CHRISTINE A. BALLARD, P.E.

ACCEPTED:


CONTRACTOR:
Black Rock Enterprises, LLC

OWNER'S APPROVALS:

NOTE: All work to be done
according to Contract
Specifications.

SEE ATTACHED DETAIL	ADDITIONAL	REDUCTION
A. TOTAL REDUCTIONS THIS C.O.	XXXXXXXXXXXX	\$25,991.00
B. TOTAL EXTRAS THIS C.O.	\$25,991.00	XXXXXXXXXXXX
C. TOTAL SUPPLEMENTARY THIS C.O.	\$0.00	XXXXXXXXXXXX
TOTALS THIS C.O.	\$25,991.00	\$25,991.00
NET CHANGE THIS CHANGE ORDER		\$0.00
PREVIOUS CHANGE ORDERS	\$163,642.00	\$163,642.00
TOTAL CHANGE ORDERS TO DATE	\$189,633.00	\$189,633.00
NET CHANGE IN CONTRACT		\$0.00

ORIGINAL CONTRACT BID PRICE		\$1,138,701.05
CHANGE ORDERS TO DATE	0.00%	\$0.00
REVISED CONTRACT PRICE		\$1,138,701.05

CHANGE ORDER NO. 2

SHEET NO. 2 OF 2

PROJECT NO. ASPK-00764

PROJECT: Deal Lake Drive Improvements

OWNER: City of Asbury Park

CONTRACTOR: Black Rock Enterprises, LLC

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	AMOUNT
18	12" RCP, Class V w/O-Ring Gaskets	87.00	LF	\$75.00	\$6,525.00
19	15" RCP, Class V w/O-Ring Gaskets	36.00	LF	\$79.00	\$2,844.00
21	14" Ductile Iron Pipe, Class 52	34.00	LF	\$100.00	\$3,400.00
S-1	10", PVC SDR-35	3.00	LF	\$74.00	\$222.00
S-4	Inlet Type "B" Modified	2.00	UN	\$6,500.00	\$13,000.00
REDUCTIONS					

A. TOTAL REDUCTIONS

\$25,991.00

7	Police Traffic Directors (If & Where Directed)	143.25	HR	\$75.00	\$10,744.00
20	12" Ductile Iron Pipe, Class 52	43.00	LF	\$100.00	\$4,300.00
22	Inlet, Type B	1.00	UN	\$3,550.00	\$3,550.00
24	Inlet, Type E	1.00	UN	\$4,000.00	\$4,000.00
S-2	12", PVC SDR-35	28.00	LF	\$77.00	\$2,156.00
S-3	15", HDPE	17.00	LF	\$73.00	\$1,241.00
EXTRA					

B. TOTAL EXTRA

\$25,991.00

					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
SUPPLEMENTARY					

C. TOTAL SUPPLEMENTARY

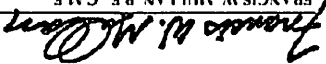
\$0.00

Attachment: DEAL LAKE DRIVE CHANGE ORDER #2 (2021-235 : Authorizing Change Order Number 2, 3 & 4 for Deal Lake Drive Improvements

CHANGE ORDER NO. 3

DATE: August 19, 2020
PROJECT: Deal Lake Drive Improvements
OWNER: City of Asbury Park
CONTRACTOR: Black Rock Enterprises, LLC

DESCRIPTION OF CHANGE:	
REDUCTIONS:	Various items are reduced to reflect current as-built quantities.
EXTRA:	Various items are increased to reflect current as-built quantities.
SUPPLEMENTARY:	

APPROVAL RECOMMENDED:		FRANCIS W. MULLAN, P.E., C.M.E.	
ACCEPTED:			
CONTRACTOR:		Black Rock Enterprises, LLC	
OWNERS APPROVALS:			
A. TOTAL REDUCTIONS	THIS C.O.	5113,812.35	XXXXXXX
B. TOTAL EXTRAS	THIS C.O.	5113,812.35	XXXXXXXXXXXXXXX
C. TOTAL SUPPLEMENTARY	THIS C.O.	50.00	XXXXXXXXXXXXXXX
TOTALS THIS C.O.		5113,812.35	
NET CHANGE THIS CHANGE ORDER		50.00	
PREVIOUS CHANGE ORDERS			
TOTAL CHANGE ORDERS TO DATE		5277,454.35	
NET CHANGE IN CONTRACT		50.00	
ORIGINAL CONTRACT BID PRICE		51,138,701.05	
CHANGE ORDERS TO DATE	0.00%	50.00	
REVISED CONTRACT PRICE		51,138,701.05	

NOTE: All work to be done according to Contract Specifications.

CHANGE ORDER NO. 3

SHEET NO. 2 OF 2

PROJECT NO. ASPK-00764

PROJECT: Deal Lake Drive Improvements

OWNER: City of Ashbury Park

CONTRACTOR: Black Rock Enterprises, LLC

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
17	HMA 19M64 Base Course, 4" Thick	989.67 Tons	\$115.00	\$113,812.35
REDUCTION				\$0.00
				\$0.00
				\$0.00
				\$0.00

A. TOTAL REDUCTIONS

\$113,812.35

13	HMA Milling, 3" or Less (If & Where Dir)	9913.00 SY	\$5.00	\$49,565.00
16	HMA 9.5M64 Surface Course, 2" Thick	572.03 TONS	\$95.00	\$54,342.85
36	Traffic Stripes, Long Life, Thermo, 4" Wide	10030.00 LF	\$0.65	\$6,519.50
37	Traffic Stripes, Long Life, Thermo, 24" Wide	100.00 LF	\$3.85	\$385.00
38	Traffic Markings, Long Life, Thermoplastic	500.00 LF	\$6.00	\$3,000.00
EXTRA				\$0.00

B. TOTAL EXTRA

\$113,812.35

SUPPLEMENTARY				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

C. TOTAL SUPPLEMENTARY

\$0.00



YOUR GOALS. OUR MISSION.

ASPK-00764

May 3, 2021

Via Email

Ms. Donna M. Vieiro, City Manager
City of Asbury Park
One Municipal Plaza
Asbury Park, New Jersey 07712

Re: City of Asbury Park
Deal Lake Drive Improvements
Black Rock Enterprises, LLC
Change Order Number 4

Dear Ms. Vieiro:

Please find enclosed signed originals of Change Order Number 4 for processing at the next City Council meeting. This Change Order is due to various item adjustments to reflect as built quantities as well as additional work requested by the City. This change order represents a zero dollar (\$0.00) change order and has no impact or increase to the overall project budget.

The adjusted contract price for this project is \$1,138,701.05. The net change in contract for **Change Order Number 4 is \$0.00**

No time extension is requested at this time.

If you have any questions or need additional information, please do not hesitate to contact me.

Very truly yours,

T&M ASSOCIATES

JASON D. HARZOLD
PRINCIPAL PROJECT MANAGER

On Behalf of:

FRANCIS W. MULLAN, P.E., C.M.E.,
ASBURY PARK CITY ENGINEER

JDH:jdH

Enclosures

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

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T&M ASSOCIATES
CONSULTING & MUNICIPAL ENGINEERS
ELEVEN TINDALL ROAD
MIDDLETOWN, NEW JERSEY 07748

SHEET NO. 1 OF 2
PROJECT NO. ASPK-00764

CHANGE ORDER NO. 4

DATE: April 3, 2021

PROJECT: Deal Lake Drive Improvements

OWNER: City of Asbury Park

CONTRACTOR: Black Rock Enterprises, LLC

DESCRIPTION OF CHANGE:

REDUCTIONS:

Various items are reduced to reflect current as-built quantities.

EXTRA:SUPPLEMENTARY:

- S-7 B Inlet Frame/Grate Curb Piece increased to reflect as-built quantity
- S-8 Concrete Wheelstops

APPROVAL RECOMMENDED:

Francis W. Mullan
FRANCIS W. MULLAN, P.E., C.M.E.

ACCEPTED:

Jacqueline Vale
CONTRACTOR:
Black Rock Enterprises, LLC

OWNER'S APPROVALS:

NOTE: All work to be done
according to Contract
Specifications.

SEE ATTACHED DETAIL	ADDITIONAL	REDUCTION
A. TOTAL REDUCTIONS THIS C.O.	XXXXXXXXXX	\$4,235.00
B. TOTAL EXTRAS THIS C.O.	\$0.00	XXXXXXXXXX
C. TOTAL SUPPLEMENTARY THIS C.O.	\$4,235.00	XXXXXXXXXX
TOTALS THIS C.O.	\$4,235.00	\$4,235.00
NET CHANGE THIS CHANGE ORDER		\$0.00
PREVIOUS CHANGE ORDERS	\$277,454.35	\$277,454.35
TOTAL CHANGE ORDERS TO DATE	\$281,689.35	\$281,689.35
NET CHANGE IN CONTRACT	\$0.00	

ORIGINAL CONTRACT BID PRICE

\$1,138,701.05

CHANGE ORDERS TO DATE

0.00%

\$0.00

REVISED CONTRACT PRICE

\$1,138,701.05

CHANGE ORDER NO. 4

SHEET NO. 2 OF 2
PROJECT NO. ASPK-00764

PROJECT: Deal Lake Drive Improvements

OWNER: City of Asbury Park

CONTRACTOR: Black Rock Enterprises, LLC

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
7	Police Traffic Directors (If & Where Dir.)	56.47 HR	\$75.00	\$4,235.00
REDUCTIONS				\$0.00
				\$0.00
				\$0.00
				\$0.00

A. TOTAL REDUCTIONS \$4,235.00

EXTRA				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

B. TOTAL EXTRA \$0.00

SUPPLEMENTARY	S-7	B Inlet Frame/Grate Curb Piece	1.00 Unit	\$905.00	\$905.00
	S-8	Concrete Wheelstops	18.00 Unis	\$185.00	\$3,330.00
					\$0.00
					\$0.00
					\$0.00

C. TOTAL SUPPLEMENTARY \$4,235.00



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 12, 2021
RESOLUTION SUMMARY

2021-236

Resolution approving change order #5 for Bridge & Heck Street improvements in the amount of \$0.00



RESOLUTION NO. 2021-236

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

RESOLUTION APPROVING CHANGE ORDER #5 FOR BRIDGE AND HECK STREET IMPROVEMENTS

WHEREAS, the City Council of Asbury Park awarded a contract to Lucas Brothers, Inc. on July 11, 2018 for Bridge and Heck St. Improvements; and

WHEREAS, the original contract amount approved by the City Council was in the sum of one million nine hundred seventy two thousand and four hundred and thirty six dollars (\$1,972,436.00); and

WHEREAS, the City had approved via Resolution 2019-84 Change Order #1 in the amount of \$23,269.31; and

WHEREAS, the Change Order resulted in an net increase of 1.18% of the contract with a new contract amount of \$1,995,705.31; and

WHEREAS, the Change Order #2 is for \$0.00 and had no change to the contract amount of \$1,995,705.31; and

WHEREAS, the Change Order #3 is for \$0.00 and had no change to the contract amount of \$1,995,705.31; and

WHEREAS, the Change Order #4 is for \$0.00 and had no change to the contract amount of \$1,995,705.31; and

WHEREAS, this Change Order #5 is for \$0.00 and had no change to the contract amount of \$1,995,705.31; and

WHEREAS, the Chief Financial Officer has certified that funds are available in C-04-55-998-170-002 and C-04-55-998-172-016 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 Mayor and State of New Jersey that this Change Order #5 shall not exceed zero dollars and zero cents (\$0.00).

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute Change Order Number 5 on behalf of the Governing Body.

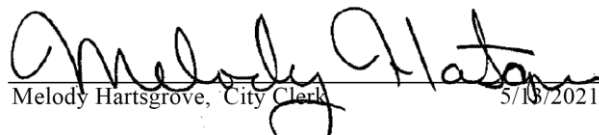
BE IT FURTHER RESOLVED that the contract between the parties referred to above shall be amended to reflect the changes approved herein.

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, Lucas Brothers, Inc., City Engineer and City Manager.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-236 which was finally adopted by the City Council at a meeting held on the 12th day of May, 2021

CERTIFIED BY ME THIS 12th DAY OF May, 2021.


Melody Hartsgrove, City Clerk 5/13/2021

MELODY HARTSGROVE
CITY CLERK



YOUR GOALS. OUR MISSION.

ASPK-00756

April 23, 2021

Via Email

Ms. Donna M. Vieiro, City Manager
City of Asbury Park
One Municipal Plaza
Asbury Park, New Jersey 07712

Re: City of Asbury Park
Bridge Street Improvements and Heck Street Improvements
Lucas Brothers, Inc.
Change Order Number 5

Dear Ms. Vieiro:

Please find enclosed signed originals of Change Order Number 5 for processing at the next City Council meeting. This Change Order is due to various item adjustments to reflect as built quantities as well as additional work requested by the City. This change order represents as-built quantity adjustments only and has zero impact or increase to the overall project budget.

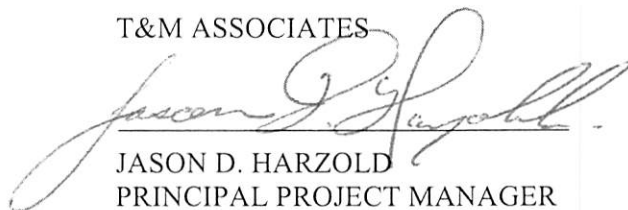
The adjusted contract price for this project is \$1,995,705.31. The net change in contract for **Change Order Number 5** is **\$0.00**

No time extension is requested at this time.

If you have any questions or need additional information, please do not hesitate to contact me.

Very truly yours,

T&M ASSOCIATES



JASON D. HARZOLD
PRINCIPAL PROJECT MANAGER

On Behalf of:

FRANCIS W. MULLAN, P.E., C.M.E.,
ASBURY PARK CITY ENGINEER

JDH:jdH

Enclosures

Cc: Melody Hartsgrove, City Clerk (via email)
JoAnn Boos, CFO (via email)
Tracy Lizardi, Purchasing Agent
James Foster, Treasurer (via email)

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T&M ASSOCIATES
CONSULTING & MUNICIPAL ENGINEERS
ELEVEN TINDALL ROAD
MIDDLETOWN, NEW JERSEY 07748

SHEET NO. 1 OF 2
PROJECT NO. ASPK-00763

CHANGE ORDER NO. 5

DATE: April 21, 2021
PROJECT: Bridge Street Improvements and Heck Street Improvements
OWNER: City of Ashbury Park
CONTRACTOR: Lucas Brothers, Inc.

DESCRIPTION OF CHANGE:

REDUCTIONS:

Various items reduced to reflect as-built quantities

EXTRA:

Various items increased to reflect as-built quantities

SUPPLEMENTARY:

S-A2 Allowance for Unforeseen Conditions
S-A3 Additional Sewer Work on Fifth Avenue
S-A4 Additional Sewer Work on Grand Avenue

S-B6 Black Fiber Landscape Mulch
S-B9 Inlet Repair on Bangs Avenue
S-B10 Bulldozer with Operator Daily Rate

APPROVAL RECOMMENDED:

Francis W. Mullan
FRANCIS W. MULLAN, P.E., C.M.E.

ACCEPTED:

Edward R. Kory
CONTRACTOR:
Lucas Brothers, Inc.

OWNER'S APPROVALS:

NOTE: All work to be done
according to Contract
Specifications.

SEE ATTACHED DETAIL	ADDITIONAL	REDUCTION
A. TOTAL REDUCTIONS THIS C.O.	XXXXXXXXXXXX	\$302,223.96
B. TOTAL EXTRAS THIS C.O.	\$125,342.66	XXXXXXXXXXXX
C. TOTAL SUPPLEMENTARY THIS C.O.	\$176,881.30	XXXXXXXXXXXX
TOTALS THIS C.O.	\$302,223.96	\$302,223.96
NET CHANGE THIS CHANGE ORDER		\$0.00
PREVIOUS CHANGE ORDERS	\$203,036.30	\$179,766.99
TOTAL CHANGE ORDERS TO DATE	\$505,260.26	\$481,990.95
NET CHANGE IN CONTRACT	\$23,269.31	

ORIGINAL CONTRACT BID PRICE	\$1,972,436.00
CHANGE ORDERS TO DATE 1.18%	\$23,269.31
REVISED CONTRACT PRICE	\$1,995,705.31

Attachment: LUCAS BROTHERS CHANGE ORDER #5 (2021-236 : Change Order #5 for Bridge and Heck St Improvements)

CHANGE ORDER NO. 5

SHEET NO. 2 OF 2

PROJECT NO. ASPK-00763

PROJECT: Bridge Street Improvements and Heck Street Improvements

OWNER: City of Asbury Park

CONTRACTOR: Lucas Brothers, Inc.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
A1	Breakaway Barricade	5.00 UNITS	\$1.00	\$5.00
A2	Drum	7.00 UNITS	\$1.00	\$7.00
A3	Traffic Cone	10.00 UNITS	\$1.00	\$10.00
A4	Construction Signs	162.50 SF	\$19.00	\$3,087.50
A5	Police Traffic Directors (If & Where Directed)	327.06 HR	\$75.00	\$24,529.81
A8	Excavation Test Pit	1.22 UNIT	\$450.00	\$550.00
A9	DGA Base Course, 4" Thick (If & Where Dir)	650.00 SY	\$0.01	\$6.50
R A11	Polymerized Joint Adhesive	4800.00 LF	\$0.01	\$48.00
E A12	Tack Coat	450.00 GAL	\$6.00	\$2,700.00
D A15	12" DIP, Class 52 (If & Where Dir)	80.00 LF	\$75.00	\$6,000.00
U A17	Concrete Sidewalk, 4" Thick	503.78 SY	\$60.00	\$30,226.80
C A18	Articulating Sidewalk Joint, 4" Thick (If & Where Dir)	250.00 LF	\$7.50	\$1,875.00
T A19	Reset Slate Sidewalk (If & Where Dir)	407.10 SY	\$110.00	\$44,781.00
I A20	HMA Driveway, 5" Thick	10.80 SY	\$85.00	\$918.00
O A21	Concrete Driveway, Reinforced, 6" Thick	21.12 SY	\$67.00	\$1,415.04
N A22	Detectable Warning Surface	5.78 SY	\$300.00	\$1,734.00
A23	6"x18" Concrete Vertical Curb (If & Where Dir)	70.00 LF	\$28.00	\$1,960.00
A24	Combination Concrete Curb and Gutter	332.00 LF	\$40.00	\$13,280.00
A25	Concrete Gutter, Reinforced, 7" Wide	120.44 SY	\$140.00	\$16,861.60
A29	Sign	160.00 SF	\$39.00	\$6,240.00
A30	6" Polyvinyl Chloride Sewer Pipe (Replacement)	51.50 LF	\$53.00	\$2,729.50
A32	10" Polyvinyl Chloride Sewer Pipe (Replacement)	391.00 LF	\$64.00	\$25,024.00
A33	Sanitary Sewer Service Connection (Replacement)	20.00 UNIT	\$975.00	\$19,500.00
A34	Cleanout (Replacement)	22.00 UNIT	\$200.00	\$4,400.00
A36	Tree Removal, 6" to 18" Diameter (If & Where Dir)	1.00 UNIT	\$970.00	\$970.00
A37	Tree Removal, Over 18" to 30" Dia (If & Where Dir)	1.00 UNIT	\$1,100.00	\$1,100.00
A38	Borrow Topsoiling, 4" Thick	509.00 SY	\$6.50	\$3,308.50
A39	Seeding and Fertilizing, Type G	509.00 SY	\$1.25	\$636.25
A40	Straw Mulching	509.00 SY	\$0.70	\$356.30
A41	Large Deciduous Tree, 2-1/2" Dia, B&B (I&WD)	2.00 UNIT	\$900.00	\$1,800.00
B1	Breakaway Barricade	4.00 UNIT	\$1.00	\$4.00
B2	Drum	15.00 UNIT	\$1.00	\$15.00
B8	Excavation Test Pit	12.00 UNIT	\$550.00	\$6,600.00
B9	DGA Base Course, 4" Thick (If & Where Dir)	200.00 SY	\$0.01	\$2.00
B10	DGA Base Course, Variable Thickness	230.00 CY	\$0.01	\$2.30
B12	Polymerized Joint Adhesive	1830.00 LF	\$0.01	\$18.30
B13	Tack Coat	45.00 GAL	\$6.00	\$270.00
B17	18" RCP, w/O-Ring Gaskets	83.50 LF	\$76.00	\$6,346.00
B18	12" RCP, Class V w/O-Ring Gaskets	27.00 LF	\$75.00	\$2,025.00
B19	15" RCP, Class V w/O-Ring Gaskets	21.00 LF	\$94.00	\$1,974.00
B20	12" High Density Polyethylene Pipe	20.00 LF	\$48.00	\$960.00
R B21	12" DIP, Class 52	5.50 LF	\$110.00	\$605.00
E B22	14" DIP, Class 52	7.00 LF	\$92.00	\$644.00
D B23	4" High Density Polyethylene Underdrain Pipe	10.00 LF	\$32.00	\$320.00
U B25	Inlet, Type B	1.00 UNIT	\$3,700.00	\$3,700.00
C B28	Riprap Stone Channel. Protection, 12" Thick	0.89 SY	\$730.00	\$649.70
T B30	Articulating Sidewalk Joint, 4" Thick	189.00 LF	\$7.50	\$1,417.50
I B32	Concrete Driveway, Reinforced, 6" Thick	33.50 SY	\$67.00	\$2,244.50
O B34	Detectable Warning Surface	4.56 SY	\$300.00	\$1,368.00
N B36	Combination Concrete Curb and Gutter	231.00 LF	\$40.00	\$9,240.00
B37	Concrete Gutter, Reinforced, 7" Wide	35.00 SY	\$140.00	\$4,900.00
B39	Regulatory and Warning Sign	55.75 SF	\$39.00	\$2,174.25
B40	8" Ductile Iron Sewer Pipe (Replacement) (I&WD)	20.00 LF	\$88.00	\$1,760.00
B41	10" Ductile Iron Sewer Pipe (Replacement)	93.29 LF	\$125.00	\$11,661.21
B43	6" Polyvinyl Chloride Sewer Pipe Lateral (Replacement)	1.50 LF	\$95.00	\$142.50
B44	6" Polyvinyl Chloride Sewer Pipe (Replacement)	96.00 LF	\$75.00	\$7,200.00
B45	8" Polyvinyl Chloride Sewer Pipe (Replacement)	109.00 LF	\$65.00	\$7,085.00
B46	Sanitary Sewer Service Connection (Replacement)	2.00 UNIT	\$400.00	\$800.00
B47	Cleanout (Replacement)	3.00 UNIT	\$200.00	\$600.00
B49	Manhole, Sanitary Sewer (Replacement)	1.00 UNIT	\$5,300.00	\$5,300.00
B50	Reset Manhole, Sanitary Sewer, Using Existing Casting (If & Where)	1.00 UNIT	\$1,357.90	\$1,357.90
S-B2	10" Polyvinyl Chloride Sewer Pipe (Replacement)	27.00 LF	\$64.00	\$1,728.00
S-B3	RCA Trench Backfill Material	61.00 TONS	\$20.00	\$1,220.00
S-B4	Removal and Disposal of Unsuitable Backfill Material	61.00 TONS	\$30.00	\$1,830.00

A. TOTAL REDUCTIONS

\$302,223.96

Attachment: LUCAS BROTHERS CHANGE ORDER #5 (2021-236 : Change Order #5 for Bridge and Heck St Improvements)

E X T R A	A13	HMA 9.5M64 Surface Course, 2" Thick	52.97 TON	\$150.00	\$7,945.50
	A14	HMA 19M64 Base Course, 4" Thick	145.16 TON	\$80.00	\$11,612.80
	A31	8" Polyvinyl Chloride Sewer Pipe (Replacement)	518.00 LF	\$56.00	\$29,008.00
	A35	Manhole, Sanitary Sewer (Replacement)	2.00 UNIT	\$5,900.00	\$11,800.00
	B5	Police Traffic Directors (If & Where Directed)	607.20 HR	\$75.00	\$45,540.16
	B29	Concrete Sidewalk, 4" Thick	149.50 SY	\$60.00	\$8,970.00
	B35	6"x18" Concrete Vertical Curb	349.00 LF	\$28.00	\$9,772.00
	B53	Borrow Topsoiling, 4" Thick	78.00 SY	\$6.35	\$495.30
	B55	Seeding and Fertilizing, Type G	78.00 SY	\$1.65	\$128.70
	B56	Straw Mulching	78.00 SY	\$0.90	\$70.20

B. TOTAL EXTRA

\$125,342.66

S U P P L E M E N T A R Y	S-A2	Allowance for Unforeseen Conditions	1.00 LS	\$10,000.00	\$10,000.00
	S-A3	Additional Sewer Work on Fifth Avenue	1.00 LS	\$103,743.50	\$103,743.50
	S-A4	Additional Sewer Work on Grand Avenue	1.00 LS	\$41,950.00	\$41,950.00
	S-B6	Black Fiber Landscape Mulch	1.00 LS	\$2,099.80	\$2,099.80
	S-B7	Inlet Repair on Bangs Avenue	1.00 LS	\$14,688.00	\$14,688.00
	S-B8	Bulldozer with Operator Daily Rate	2.00 DAY	\$2,200.00	\$4,400.00

C. TOTAL SUPPLEMENTARY

\$176,881.30



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 12, 2021
RESOLUTION SUMMARY

2021-237

The Annual Action Plan is a planning document and management tool that will assist the City in addressing their housing and community development needs.



RESOLUTION NO. 2021-237

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

RESOLUTION ADOPTING THE MONMOUTH COUNTY HOME CONSORTIUM FY-2021 ANNUAL ACTION PLAN FOR THE HOUSING AND COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

WHEREAS, the submission of the City's Fiscal Year 2021 Annual Action Plan for Housing and Community Development Block Grant Programs (hereinafter referred to as the "Consolidated Plan") is a requirement of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended; and

WHEREAS, the Monmouth County Planning and Community Development staff, in conjunction with the staff from the other participating cities; Asbury Park, Long Branch and Middletown Township, has prepared its FY-2021 Annual Action Plans in accordance with Federal Regulations and will collectively submit those plans including Asbury Park's, to the U.S. Department of Housing and Urban Development (HUD) on or before May 17, 2021. The Annual Action Plan is a planning document and management tool that will assist the City in addressing their housing and community development needs; and

WHEREAS, the Federal regulations require program grantees to identify housing and community development needs and develop a plan for carrying out the strategies necessary to meet its housing and community development needs; and

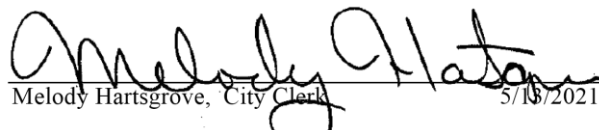
WHEREAS, the City of Asbury Park held a public hearing via zoom on April 12th 2021 in order to provide citizens, public agencies, and other interested parties an opportunity to provide comments and suggestions on the FY-2021 Annual Action Plan; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Governing body that the City's FY-2021 Annual Action Plan for Housing and Community Development Block Grant Programs be and the same is hereby approved and authorized; and

BE IT FURTHER RESOLVED, that the City Manager be and hereby is authorized to execute any and all documents as may be required by the U.S. Department of Housing and Urban Development for the submission and securing grant funds.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-237 which was finally adopted by the City Council at a meeting held on the 12th day of May, 2021

CERTIFIED BY ME THIS 13th DAY OF May, 2021.


Melody Hartsgrove, City Clerk 5/13/2021

MELODY HARTSGROVE
CITY CLERK

Executive Summary

AP-05 Executive Summary - 91.200(c), 91.220(b)

1. Introduction

The U.S. Department of Housing & Urban Development (HUD) has determined that the City of Asbury Park is eligible to be an entitlement jurisdiction in the Community Development Block Grant (CDBG) Program. As such the City receives an annual “entitlement” as determined by HUD. In order to meet HUD requirements Asbury Park has prepared its FY 2021 Annual Action Plan for the period of July 1, 2021 through June 30, 2022. This is the second Annual Action Plan component of the HUD approved 2020-2024 Consolidated Plan. This Five Year Consolidated Plan defines goals, objectives and performance measures for the City’s housing, infrastructure, and public service programs. The Annual Action plan serves to streamline the HUD grant application process and to ensure that all annual funding decisions are in line with the goals and objectives outlined within the Consolidated Plan. In FY2021 the City of Asbury Park has been allocated \$410,994 in Community Development Block Grant Funds.

The Community Development Block Grant Program seeks to effectively develop and maintain viable urban communities. Despite continued revitalization, many Asbury Park households experience low income, housing and employment characteristics indicating the need for continued support and more focused services.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

Based on data from both quantitative and qualitative analysis the Asbury Park has identified the following priority needs to address:

1. Improve and expand housing opportunities for low/moderate income households.
2. Improve, maintain and expand municipal infrastructure
3. Support addition and expansion of public services
4. Support improvements to parks, libraries and non profit facilities.
5. Support actions to further economic development and creation of new employment opportunities

3. Evaluation of past performance

Annual Action Plan
2021

1

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City is responsible for ensuring compliance with all rules and regulations associated with the CDBG entitlement grant program. The City's Annual Action Plans and Consolidated Annual Performance and Evaluation Reports (CAPER) have provided details about the goals projects and programs completed by the City. During the 2015-2019 consolidated Plan:

- 149 residents were provided homeless prevention/utility payment services.
- Upgrades to local roads and sidewalks
- Improvements and upgrades to four local parks located throughout the city
- Installation of security cameras at city intersections
- Purchase of necessary fire equipment
- Annual Community Events
- Improvements to the Boys and Girls Club, Senior Center, Community Affairs and Resource Center

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

Asbury Park Community Development Block Grant applications are presented at a public hearing.

The FY2021 Annual Plan was presented at a public hearing and available for the public to review during a 30 day comment period.

The plan was approved before submission by the City Council

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

6. Summary of comments or views not accepted and the reasons for not accepting them

7. Summary

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	ASBURY PARK	Community Development

Table 1 – Responsible Agencies

Narrative

The City of Asbury Park is the Lead and Responsible agency for for the United States Department of Housing and Urban Development’s (HUD) entitlement programs in Asbury Park. The City is also a participant in the Monmouth County HOME consortium.

Consolidated Plan Public Contact Information

Cassandra Dickerson

Director of Community Development

Office of the City Manager & Mayor

City of Asbury Park

1 Municipal Plaza

Asbury Park, NJ 07712

AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

The Development of the FY2021 Annual Action Plan was completed through a shared services agreement between the Asbury Park Office of Community Development and the Monmouth County Office of Community Development. The City's Community Development office is the primary public agency responsible for administering programs and projects specified within the plan. The Action Plan is a one-year plan which describes the eligible programs, projects and activities to be undertaken with funds expected during FY 2021-22 and their relationship to the priority housing, homeless and community development needs outlined in the 2020-24 Consolidated Plan.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

Local non profit agencies and City staff provided input towards the development of the Annual Action Plan.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Monmouth County Office of Community Development and several Non profits located in Asbury Park are active participants in the Monmouth County Homeless Services Executive committee; a consortium of providers that provide homeless assistance throughout Monmouth County.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City is not an ESG entitlement jurisdiction and therefore does not receive directly receive ESG funds. Local non profits submit applications for Monmouth County annual funding allocations.

2. Agencies, groups, organizations and others who participated in the process and consultations

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	ASBURY PARK
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Market Analysis Economic Development Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Consolidated plan and Annual Action Plan were presented to the Mayor and Council for their review and approval.
2	Agency/Group/Organization	INTERFAITH NEIGHBORS
	Agency/Group/Organization Type	Non profit Neighborhood Organization

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Economic Development Anti-poverty Strategy Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Interfaith Neighbors has worked closely with the City on many housing and developmental projects, and has been a subrecipient of the Community Development Block Grant program. Those projects included: job training and capital improvements. The City will continue to work closely with Interfaith Neighbors in order to assist residents with housing needs to ensure a healthy and safe environment.
3	Agency/Group/Organization	Community Affairs and Resource Center
	Agency/Group/Organization Type	Non Profit Neighborhood Organization

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Market Analysis Economic Development Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Community Affairs Resource Center (CARC) is also another organization that works closely with the City. CARC has partnered with the City to provide Spanish Translation and provide a shared service with the City to ensure that they are Lead Based Paint compliant. CARC is also a subrecipient of the Community Development Block Grant program. Those projects have included: Capital Improvements. The City will continue to partner with CARC in support of their many programs and to ensure a healthy and safe environment in the community.
4	Agency/Group/Organization	MONMOUTH COUNTY
	Agency/Group/Organization Type	Other government - County

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Market Analysis Economic Development Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Monmouth County Department of Community Development has an agreement to provide a shared service with the City in order to help assist with the planning and implementation of the CDBG projects. Continuing the shared service agreement, will ensure the City's success in carrying out the Community Development Block Grant program.

Identify any Agency Types not consulted and provide rationale for not consulting

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Monmouth County Homeless Systems Collaborative	Identifies efficient use of resources to end homelessness in Monmouth County.

Table 3 - Other local / regional / federal planning efforts

Narrative

Attachment: 2021 Annual Action Plan 4-2021 Final (2021-237 : Resolution Adopting the Monmouth

AP-12 Participation - 91.401, 91.105, 91.200(c)

**1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting**

The City of Asbury Park is committed to increasing awareness and involvement in the preparation and implementation of the CDBG Program. Through the citizen participation process, the grantee will become more aware and sensitive to low-and moderate-income citizen's needs. It will also afford the City an opportunity to better inform the public of the purpose of the CDBG grant and the funding allocation process and ensure that selected projects are meeting the needs of the community.

City staff and the CDBG Committee assisted in the selection of th 2021 CDBG projects. Citizens were invited to the public meeting to keep the process open. A notice was placed in the newspaper and online to inform citizens of the opportunity to provide input.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
	Newspaper/City's Website	Low-mod-income residents	0	0		

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

The Office of Community Planning and Development at the U.S. Department of Housing and Urban Development (HUD) allocates CDBG, funds to the City of Asbury Park.

The Anticipated Resources Matrix below outlines each of these funds, the expected amount of resources and program income available in in Fiscal Year 2021 (Year 2), and a pre-populated list of available uses of funds from the HUD's planning system (Integrated Disbursement and Information System). The City will administer approximately \$410,994 during the FY2021 program year. Proposed activities are listed in section AP-35 - Projects segment. The City has a contingency plan in place in case of any changes in grant allocation.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	410,994	0	0	410,994	1,244,434	

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City will continue to utilize federal, state and private resources currently available to develop and expand affordable rental opportunities, homeownership options for low- and moderate-income households, and to promote other critical community initiatives. CDBG allocations will be leveraged by the City of Asbury Park general funds and the resources of nonprofit organizations, private developers, and private donors.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Asbury Park recreation department utilizes the public parks and beach areas for summertime recreation programs for the youth of the city. Additionally the City allows local groups use of Springwood Avenue Park for recreational and cultural activities. The Senior Center serves as a meeting, recreation and food distribution location for Asbury Park Seniors. Additional city departments that work towards addressing the priority needs identified within the Consolidated Plan are the public library, 7 public schools, 9 social and community agencies, Visiting Nurses Association, 44 churches and the NJ Transit rail station.

Discussion

The City of Asbury Park, working with Monmouth County will continue to use Federal entitlement funds for the benefit of all citizens. City staff will continue to evaluate projects and expenditures to determine that grant allocations are spent in the most productive matter and correspondingly the largest number of residents (especially low/moderate households) can be assisted.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Local Infrastructure Improvements	2020	2024	Non-Housing Community Development	CITY WIDE Southwest Quadrant	Public Facility Improvements	CDBG: \$202,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 2000 Persons Assisted Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 5000 Households Assisted
2	Public facility improvements	2020	2024	Non-Housing Community Development	CITY WIDE Southwest Quadrant	Fire & Police Equipment	CDBG: \$96,512	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 2000 Persons Assisted Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 6000 Households Assisted
3	Expand Affordable Housing Availability	2020	2024	Affordable Housing Non-Homeless Special Needs	CITY WIDE Southwest Quadrant	Affordable housing	CDBG: \$20,000	Direct Financial Assistance to Homebuyers: 3 Households Assisted Homelessness Prevention: 25 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	Public Service Assistance	2020	2024	Affordable Housing Non-Housing Community Development	CITY WIDE Southwest Quadrant	Sustainability	CDBG: \$15,000	Public service activities other than Low/Moderate Income Housing Benefit: 1000 Persons Assisted Public service activities for Low/Moderate Income Housing Benefit: 1500 Households Assisted

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Local Infrastructure Improvements
	Goal Description	With FY2021 funding the city has obligated CDBG funds towards installation of a cross generational play area on Atkins Avenue in Asbury Park, and Basement renovations at the Community Affairs Resource Center.
2	Goal Name	Public facility improvements
	Goal Description	Asbury Park plans to allocate FY2021 CDBG funds towards the purchase of Police Security Cameras and Fire Equipment.
3	Goal Name	Expand Affordable Housing Availability
	Goal Description	Asbury Park will allocate FY2021 funds towards homebuyers assistance and homeless prevention programs.
4	Goal Name	Public Service Assistance
	Goal Description	Asbury Park holds annual community events every year to educate local residents on available services, celebrate cultural and holiday events, and kick off specialty seasons.

Annual Action Plan
2021

AP-35 Projects - 91.420, 91.220(d)

Introduction

Asbury Park's 2021 Annual Action Plan contains funding for projects including the following:

- Parks/Public Facilities Improvements
- Police Security Cameras and Fire Department Equipment
- Administration
- Community Events
- Homeless Prevention
- Homebuyers Assistance

#	Project Name
1	FY2021 Homebuyers Assistance
2	FY2021 Community Events
3	FY2021 Homeless Prevention/Tenant Relocation
4	FY 2021 Water Spray Park
5	FY2021 Community Affairs Resource Center
6	FY2021 CDBG Administration
7	FY2021 Purchase of Fire Equipment and Security Cameras

Table 7 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Characteristics that continue to constitute the basis for prioritizing investment in the neighborhoods in

the Southwest Quadrant are:

1. Highest Concentration of Labor Force Unemployed
2. Most Densely Populated
3. Largest Household Size
4. Greatest Incidences of Overcrowding
5. Lowest Median Income
6. Highest Concentration of Poverty Populations
7. Aged & Dilapidated Housing Stock
8. Lack of Active Playing Field Areas and Recreational Facilities

The City has made significant progress toward the revitalization of Asbury Park and especially the Southwest Quadrant. Currently, new housing is being developed by Interfaith Neighbors on Springwood Avenue, additional Springwood Park improvements are being made, upgrades to the Water Spray Park and renovation of the dilapidated Turf Club.

AP-38 Project Summary
Project Summary Information

Annual Action Plan
2021

1	Project Name	FY2021 Homebuyers Assistance
	Target Area	CITY WIDE Southwest Quadrant
	Goals Supported	Expand Affordable Housing Availability
	Needs Addressed	Affordable housing
	Funding	CDBG: \$10,000
	Description	Assistance to help income qualified residents purchase a home in Asbury Park.
	Target Date	12/31/2023
	Estimate the number and type of families that will benefit from the proposed activities	This funding will help approximately 3-4 income qualified households purchase a residence in Asbury Park.
	Location Description	Throughout Asbury Park
	Planned Activities	Downpayment assistance for qualified homebuyers
2	Project Name	FY2021 Community Events
	Target Area	CITY WIDE Southwest Quadrant
	Goals Supported	Public Service Assistance
	Needs Addressed	Sustainability
	Funding	CDBG: \$15,000
	Description	The city hosts annual events for local residents. Proposed FY2021 events include National Night Out, Easter, Black History Month Celebration, Movies in the Park, Springwood Avenue Tree Lighting, Resource Fair, food drive and the Back to School Block Party.
	Target Date	12/31/2023
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 600 very/low-low/moderate income residents attend these annual community events. In total the events attract from 2000-5000 residents.
	Location Description	Asbury Park Municipal Plaza, Springwood Park, Hammary Basketball Courts and the Senior Center

	Planned Activities	Planned activities include a Black History Month Celebration, National Night Out, Back to School Block Party, Movies in the Park, Springwood Avenue Tree Lighting, Resource Fair, Easter and a food drive. During several of these events, there are vendors providing information on various local topics and services benefitting residents: job training and health screening opportunities, homebuyer's assistance, rental assistance information, home repairs, educational information provided by local community agencies, and assistance with utility services from local agencies (NJ Natural Gas Company, Jersey Central Power and Light Company, NJ Water Company).
3	Project Name	FY2021 Homeless Prevention/Tenant Relocation
	Target Area	CITY WIDE Southwest Quadrant
	Goals Supported	Public Service Assistance
	Needs Addressed	Homeless Prevention. Sustainability
	Funding	CDBG: \$10,000
	Description	One time utility payments and or Relocation for income qualified Asbury Park Residents.
	Target Date	12/31/2023
	Estimate the number and type of families that will benefit from the proposed activities	This program may help approximately 25 households per year.
	Location Description	Throughout Asbury Park
4	Planned Activities	This program provides one day grants to income eligible households to cover past due utility payments e.g. gas, water, electricity, etc. and relocation for tenants affected due to code violation(s).
	Project Name	FY 2021 Water Spray Park
	Target Area	CITY WIDE
	Goals Supported	Public facility improvements
	Needs Addressed	Public Facility Improvements
	Funding	CDBG: \$137,000
	Description	Installation of a new water spray park on Atkins Avenue.

	Target Date	12/31/2023
	Estimate the number and type of families that will benefit from the proposed activities	The Asbury Park Water Spray Park will provide a family friendly play area that will provide safe entertainment for residents. During the course of the season it is expected to provide benefit to approximately 2,000 households in the southwest quadrant.
	Location Description	311 Atkins Avenue, Asbury Park, NJ
	Planned Activities	The project plans to demo existing features and surfacing, design and install new products and surfacing for the water spray park facility.
5	Project Name	FY2021 Community Affairs Resource Center
	Target Area	Southwest Quadrant
	Goals Supported	Public facility improvements
	Needs Addressed	Public Facility Improvements Homeless Prevention. Sustainability
	Funding	CDBG: \$65,000
	Description	Basement rehabilitation of the Community Affairs Resource Center to allow more space for offices and files.
	Target Date	12/31/2023
	Estimate the number and type of families that will benefit from the proposed activities	CARC is a social service organization located on the Westside of Asbury Park. This organization provides vital community services and programs to all residents of Monmouth County. Services are provided to predominately very low to low income individuals and facilities.
	Location Description	913 Sewall Avenue, Asbury Park, NJ
	Planned Activities	CARC is proposing to finish the basement to include a record/file room, a conference room and a large office to enable the non profit to keep up with the growing numbers of clients and record retention requirements.
6	Project Name	FY2021 CDBG Administration
	Target Area	CITY WIDE
	Goals Supported	Local Infrastructure Improvements Public facility improvements Public Service Assistance Expand Affordable Housing Availability

	Needs Addressed	Public Facility Improvements Public Infrastructure Improvements Fire & Police Equipment Affordable housing Homeless Prevention. Sustainability
	Funding	CDBG: \$77,482
	Description	Oversight and coordination of activities comprising the Community Development Block Grant Program in both the Asbury Park and Monmouth County offices.
	Target Date	12/31/2023
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	1 municipal plaza Asbury Park, NJ
	Planned Activities	Administrative activities by City and County staff to manage the Community Development Block Grant Program
7	Project Name	FY2021 Purchase of Fire Equipment and Security Cameras
	Target Area	CITY WIDE Southwest Quadrant
	Goals Supported	Public facility improvements
	Needs Addressed	Fire & Police Equipment
	Funding	CDBG: \$96,512
	Description	Fire Equipment for staff, and security cameras throughout the City
	Target Date	12/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	All city households at all income levels will benefit from the continued allocation of CDBG funds for the purchase of fire equipment and the installation of security cameras.
	Location Description	Fire equipment: 800 Main Street, Asbury Park. Waiting for direction from the police department as to the location of the security cameras.

	Planned Activities	The police department is seeking CDBG funds to continue the purchase of security cameras for installation at designated intersections. The Fire Department is looking to purchase protective equipment. • Air pack • cylinder and valve assembly
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AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

In accordance with the CDBG criteria, the City continues to target the southwest quadrant (Census tracts 8072 and 8073) as the point of focus for revitalization and service activities as a priority area, as well as a citywide geographic focus.

The west side has a population of 5,275 residents, with a poverty rate of 36% in a .38 square mile radius. According to the most recent census statistics the demographics break down as follows:

- 13% other nationality
- 29% Hispanic;
- 50% Black and
- 37% White.

Geographic Distribution

Target Area	Percentage of Funds
CITY WIDE	35
Southwest Quadrant	65

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The neighborhoods in the southwest quadrant reflect these general characteristics as demonstrated by recent census data releases:

- Highest Concentration of Labor Force Unemployed
- Most Densely Populated
- Largest Average Household Size
- Greatest Incidences of Overcrowding in residences
- Lowest Median Income
- Highest Concentration of Poverty Populations
- Aged & Dilapidated Housing Stock
- Lack of Active-Playing Field Areas for Recreation and Recreational Facilities

These characteristics constitute the basis for a continued allocation of investments in the southwest quadrant of the City. This area consistently over the years has been determined to have the greatest need for redevelopment and revitalization. The southwest neighborhood continues to be economically and socially disadvantaged, which diminishes the quality of life for these households. This

area continues to need support and intervention.

Discussion

Annual Action Plan
2021

AP-75 Barriers to affordable housing -91.420, 91.220(j)

Introduction

Development of restaurants, shops, and luxury housing beginning in the early 2000s and continuing through this decade, has increased the need for affordable housing within the City of Asbury Park. With the influx of high-income households increasing, it is becoming harder for the lower-income populations to find decent affordable housing in the area, forcing them to look elsewhere. Both rental and homeowner costs have risen significantly over the past decade. Additionally, escalating housing costs and local property values are major obstacles to the continued development of affordable housing. The city of Asbury Park continues to work to expand opportunities to address affordable housing issues. However, funding for the creation of new units is limited in terms of quantity and flexibility.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The Asbury Park adopted Housing Element and Fair Share Plan outlined a framework to expand affordable housing opportunities for the creation of very-low, low, moderate, and middle income housing. The plan outlines how the City will work to achieve this goal through the following activities for the creation of affordable housing by developers and property owners:

- inclusionary zoning
- mandatory affordable housing set aside ordinance for new development
- establish a fund to help subsidize the construction of affordable housing.

Discussion

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

Asbury Park will continue to utilize allocated CDBG funds to invest in programs needed by the residents and local businesses.

Over the course of this funding period, the City will continually assess and make adjustments to its policies in response to changing market conditions and service needs, and will ensure projects that serve households and communities with higher needs for services, funding, and housing are awarded preference points during the funding process.

Federal resources received under this annual action plan are not enough to address the all of needs of households and persons experiencing homelessness those who are currently underserved by the market and available programs. Given the layers of financing often needed to deliver services or make housing affordable to special needs populations and the lowest-income households, the City will provide preference points to projects that leverage other resources, so that federal and local funds may be stretched further and assist as many underserved households as possible.

Actions planned to address obstacles to meeting underserved needs

This plan continues to consider needs to improve the priorities of the residents of the southwest quadrant as the main focus area of CDBG funded projects.

Along with the programs that the Department of Community Development will carry out to address the needs of the underserved, other community agencies will be addressing those issues as well.

The Community Affairs Resource Center (CARC) provides services to economically disadvantaged individuals and families throughout the City with the goal of revitalizing the communities served. CARC provides bilingual/bicultural diversity through its services. CARC continues to provide to an increasing number of clients services for advocacy, case management, protective services, domestic violence, information and referrals, translation and interpretations, immigration consultations, assistance with required documentation for filing tenant/landlord disputes, child support, divorce and other legal matters, income tax preparation, soliciting Individual Tax Identification Numbers (TIN), notary public, career assessment, job readiness and employment placement, NJ Family Care applications, Food Stamp (SNAP) and NJ Shares Energy Assistance applications. Facility rehabilitation funded through CDBG will continue to allow the facility to provide the above services to the community while being a safe center and meeting Code Enforcement standards.

The Asbury Park Boys & Girls Club provides a safe and fun environment for the most vulnerable children in the community. The City will fund the rehabilitation of the building in order for the club to continue

its dedication for the community.

The Department of Social Services will continue to operate the Senior Center in order to provide the Senior Citizen population with resources and activities needed.

The Asbury Park Police Department will continue to assist the Monmouth County Special Needs Registry by providing awareness to those with physical and mental impairment that substantially limits one or more major life activities due to a physical and or intellectual disability. The goal is to ensure all Monmouth County residents who may be in need of special assistance are able to get the help and support they need in a time of emergency or during interaction with Law Enforcement, Fire or EMS personnel.

Actions planned to foster and maintain affordable housing

Housing cost burden remains the most prevalent problem related to housing in Asbury Park, driven by the community's high rate of poverty. The City will continue to prioritize housing programs and developments with the goal of preserving, producing, and improving affordable housing. The city will continue to support the programs and projects of its affordable housing developers when submitting for HOME investment partnership grants.

The City's Homelessness Prevention program is designed to prevent individuals/families from being homeless by providing financial assistance when utility services are facing termination; the Home Repair Program is designed to assist the homeowner with emergent home repairs as a result of a code enforcement violation; Relocation assistance is provided to individuals faced with homelessness as a result of a code enforcement assistance until the code violation is abated.

In February 2019, the city adopted the third round housing element and fair share plan to address the lack of affordable housing and to express concerns that as the city continues to experience economic prosperity, its growth could be hampered by lack of housing options. This plan will require future residential projects throughout the city to include affordable units as part of the project plans.

A series of affordable housing ordinances which went into effect on April 22, 2020 (Ordinance-2020-9, Ordinance-2020-10, Ordinance-2020-11, Ordinance 2020-12, Ordinance-2020-13, Ordinance-2020-14, and Ordinance-2020-15). These ordinances are consistent with the housing objectives and goals stated in the 2017 Master Plan and Master Plan Reexamination Report which placed a heavy emphasis on the creation of affordable housing. These ordinances reflect a concerted effort on the part of the City to encourage and support the continued development of affordable housing to ensure that persons of all economic backgrounds have the opportunity to obtain safe, clean, and affordable housing within the City.

Monmouth County allocates HOME funding to Interfaith Neighbors and Coastal Habitat for Humanity to

construct affordable housing units for purchase.

Actions planned to reduce lead-based paint hazards

The City will continue its efforts to reduce lead-based paint hazards by focusing on education. We will continue to distribute informational lead-based paint brochures to any person or family receiving weatherization or other assistance from the City. Lead based paint hazard information will continue to be available at Municipal hosted events, in the City's Department of Community Development and the Code Enforcement Department. In addition, the Code Enforcement inspectors will provide brochures during inspections upon their discretion. If Code Enforcement inspectors issue a notice of violation for the exterior of a home owner's residence, the resident may apply for the Home Repair Program. If eligible, a Lead Risk Assessor (funded by CARC) will perform lead testing to ensure the home is lead free or take the necessary steps in bringing the home to compliance.

Actions planned to reduce the number of poverty-level families

The City of Asbury Park continues to have high concentrations of poverty. As the time of this plan publication, the unemployment rate has increased as a result of the pandemic. The city will closely monitor the situation.

The City of Asbury Park will continue to work with non-profit, State, Federal and County agencies in order to reduce the number of poverty level families and continue its CDBG programs for low-moderate income households. Current CDBG programs include: Homelessness Prevention and Relocation.

In addition, the City will continue to refer residents to the Community Affairs Resource Center, Mercy Center and Interfaith Neighbors for additional support. These agencies are just a few of the resources for Asbury Park residents to seek assistance with employment, job training, mentoring and job counseling.

The City along with the Affordable Housing Alliance, Interfaith Neighbors and Coastal Habitat for Humanity will continue to collaborate in the constructing and or purchasing of affordable housing for low-moderate income residents.

The City will continue its strategy to address job skills and employment opportunities by coordinating with major developers on the waterfront, in the downtown and on Springwood Avenue, to make jobs available to city residents.

Actions planned to develop institutional structure

Asbury Park community development staff collaborates with the Planning Department, and other

municipal departments to ensure a coordinated approach to the delivery of services that assist low- and moderate-income areas throughout the city. During the development of the Plan, the CD staff consulted with key stakeholders, City Departments. The utilization of these broad base of organizations will assist the City in addressing its community development, housing, homeless and special needs objectives.

- City staff will continue to provide and develop expertise to address and, where possible, change conflicting rules, regulations and time frames inherent in complex institutional structures.
- Re-evaluate existing programs and ensure they are appropriately scaled to meet the community's need

Actions planned to enhance coordination between public and private housing and social service agencies

Throughout the implementation of this Annual Action Plan, Asbury Park will continue to enhance coordination with other critical public and private organizations that will be critical partners to help realize the goals outlined in the Consolidated Plan. These actions include:

- Continue to foster its relationship with the Asbury Park Housing Authority
- Continue to connect public and private housing agencies with social service agencies in the community through both direct communications and publicly through community events

Discussion

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(l)(1,2,4)

Introduction

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

Discussion

Annual Action Plan
2021



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 12, 2021
RESOLUTION SUMMARY

2021-238

A total of \$148,099 from Fiscal Years 2017, 2018 and 2019, will be de-obligated and reprogrammed to fund the following two new projects.

Springwood Park Awning

Replacement of Beach Playground



RESOLUTION NO. 2021-238

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

RESOLUTION AUTHORIZING THE REPROGRAMMING OF FUNDS AS A RESULT OF A SUBSTANTIAL AMENDMENT TO THE CITY'S COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL ACTION PLANS FOR FISCAL YEARS 2017, 2018 AND 2019

WHEREAS, the Department of Community Development is proposing to amend its Fiscal Year 2017, 2018 and 2019 Annual Action Plans; and

WHEREAS, HUD requires the City to submit an Annual Action Plan each year, identifying the activities it intends to undertake to address the priorities and specific objectives for housing and community development; and

WHEREAS, the City must hold a public comment period to obtain citizen input on any proposed changes in projects or funding allocations contained in the Action Plan, whenever the proposed changes meet the definition of a Substantial Amendment as outlined in the Citizen Participation Plan; and

WHEREAS, the five-day public comment period started on February 8th, 2021 and ended on March 8th 2021. The City didn't receive any comments from the public during this time period; and

WHEREAS, City staff has identified Community Development Block Grant (CDBG) projects and balances as being available for de-obligation and reprogramming; and

WHEREAS, a total of \$148,099 from Fiscal Years 2017, 2018 and 2019, will be de-obligated and reprogrammed to fund the following two new projects.

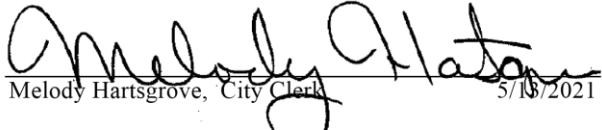
- Springwood Park Awning
- Replacement of Beach Playground

WHEREAS, the de-obligation and reprogramming of these funds is in accordance with the existing U.S. Department of Housing and Urban Development and Community Development policies; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council that the de-obligation and reprogramming of Community Development funds as set forth herein be and the same is hereby approved and authorized.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-238 which was finally adopted by the City Council at a meeting held on the 12th day of May, 2021

CERTIFIED BY ME THIS 13th DAY OF May, 2021.


Melody Hartsgrove, City Clerk 5/13/2021

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 12, 2021
RESOLUTION SUMMARY

2021-239

Subsequent redeveloper's agreement to permit construction of a roof top deck and audio system for the Berkeley Carteret Hotel



RESOLUTION NO. 2021-239

**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 DESIGNATE 1401 OCEAN AVENUE, LLC, AS A SUBSEQUENT DEVELOPER AND TO ENTER INTO A SUBSEQUENT DEVELOPER AGREEMENT WITH 1401 OCEAN AVENUE, LLC, FOR THE DEVELOPMENT OF A ROOF TOP DECK ON THE BERKELEY OCEANFRONT HOTEL LOCATED ON THE PROPERTY AT BLOCK 4204, LOT 1

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

WHEREAS, the Act confers certain contract, planning and financial powers upon a redevelopment entity, as defined at Section 3 of the Act, in order to implement redevelopment plans adopted pursuant thereto; and

WHEREAS, the City has elected to exercise these redevelopment entity powers directly, as permitted by Section 4 of the Act; and

WHEREAS, on June 5, 2002, the City adopted the “Asbury Park Waterfront Redevelopment Plan (Plan IV)” (as amended and supplemented from time to time, the “**Redevelopment Plan**”, a copy of which is on file with the City Clerk) with respect to the “Asbury Park Waterfront Redevelopment Area,” as defined in the Redevelopment Plan (the “**Redevelopment Area**”); and

WHEREAS, pursuant to the Act, including Section 8 thereof (*N.J.S.A. 40A:12A-8*), a municipality is permitted to contract with a redeveloper to develop redevelopment projects pursuant to a redevelopment plan within an area in need of redevelopment, as all such terms are defined in the Act; and

WHEREAS, the City and Asbury Partners, LLC (the “**Master Developer**”) entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002 (as the same may be amended and supplemented in accordance with its terms, the “**Redeveloper Agreement**”, a copy of which is on file with the City Clerk); and

WHEREAS, the City Council on June 14, 2018 amended the Waterfront Redevelopment Plan and the Redeveloper Agreement to permit development on lots of 15,000 square feet or

more and permit an Entity other than the Master Developer to enter into a subsequent redeveloper's agreement with the City; and

WHEREAS, the City, the Master Developer, and 1401 Ocean Avenue, LLC, (the "Entity") desire to enter into a Subsequent Developer Agreement to set forth the obligations of both the City and the Entity with respect to the Project; and

WHEREAS, pursuant to the Redeveloper Agreement and the Redevelopment Plan, the Entity intends to construct a Roof Top Deck, consisting of seventy five hundred (7500) square feet of space, along the southwest portion of the roof, holding a maximum of 150 people, and subject to Acoustical Provisions and other terms as set forth in the Subsequent Developer Agreement (the "Project") on a portion of the roof top of the Berkeley Oceanfront Hotel, located on Block 4204, Lot 1, on the tax maps of the City and located in the Redevelopment Area (the "Project Site"); and

WHEREAS, pursuant to Sections 2.0 and 9.1 of the Redeveloper Agreement, the City's Governing Body acting as a redevelopment entity pursuant to *N.J.S.A. 40A:12A-4* must first approve the Entity as a Subsequent Developer of the Project on the Project Site; and

WHEREAS, the governing body desires to designate 1401 Ocean Avenue, LLC AP Triangle LLC as developer and enter into the Subsequent Developer Agreement attached as Exhibit 1 with the Entity (the "Subsequent Developer Agreement") for the development of the Project depicted in the Project Description which is annexed as Exhibit A to the Subsequent Developer Agreement (the "Project Description"); and

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

Section 1. Designation. The City of Asbury Park designates 1401 Ocean Avenue, LLC, as a subsequent developer and shall enter into the Subsequent Redeveloper Agreement with 1401 Ocean Avenue LLC, attached as (Exhibit 1) for the development of the Project on the Project Site, as further set forth in the Subsequent Developer Agreement, Project Description and Project Schedule.

Section 2. Recitals. The recitals are fully incorporated herein.

Section 3. Execution of the Agreement. The Mayor of the City of Asbury Park, in the County of Monmouth (the "Mayor" and together with the City Manager and Chief Financial Officer of the City, an "Authorized Officer") is hereby authorized and directed, upon the receipt from the Master Developer and the Entity of executed counterparts, and upon satisfaction of all the legal conditions precedent to the execution and delivery by the City of the Subsequent Developer Agreement as determined by the Authorized Officers in consultation with counsel to the City, to execute the Subsequent Developer Agreement in the form attached hereto as Exhibit 1 and with such changes, insertions and omissions thereto as the Mayor, after consultation with counsel to the City and redevelopment counsel to the City, deems in the Mayor's sole discretion to be necessary or desirable for the execution thereof, which authorization thereof shall conclusively evidence the Mayor's consent to any such changes thereto.

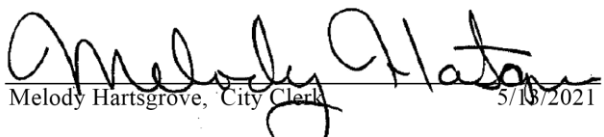
Section 4. Attestation and Sealing of the Agreement. The Clerk of the City is hereby authorized and directed, upon the execution of the Subsequent Developer Agreement in accordance with the terms of Section 3 hereof, to attest to the signature of the Mayor upon such document and is hereby further authorized and directed thereupon affix the corporate seal of the City upon such document.

Section 5. Implementation of the Agreement. Upon the execution and attestation and placing of the seal on the Agreement as contemplated by Sections 3 and 4 hereof, the Authorized Officers are hereby authorized and directed to (i) deliver the fully executed, attested and sealed document to the other parties thereto and (ii) perform such other actions as the Authorized Officers deem necessary or desirable in relation to the execution and delivery of the Agreement.

Section 6. Payment of Outstanding Costs and Taxes. This Resolution shall be effective immediately upon execution, subject to the condition of full payment of any outstanding costs related to the review of the Project and the negotiation and preparation of the Subsequent Developer Agreement, together with the payment of any outstanding taxes or other monies which may be due and owing to the City of Asbury Park for any purpose by the Entity.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-239 which was finally adopted by the City Council at a meeting held on the 12th day of May, 2021

CERTIFIED BY ME THIS DAY OF , .


Melody Hartsgrove, City Clerk 5/13/2021

MELODY HARTSGROVE
CITY CLERK

EXHIBIT 1

SUBSEQUENT DEVELOPER AGREEMENT

SUBSEQUENT DEVELOPER AGREEMENT

BY AND BETWEEN

THE CITY OF ASBURY PARK,

AS REDEVELOPMENT ENTITY,

ASBURY PARTNERS, LLC, AS MASTER DEVELOPER

AND

1401 OCEAN AVENUE, LLC, AS SUBSEQUENT

DEVELOPER

Dated: ____, 2021

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SUBSEQUENT DEVELOPER AGREEMENT

THIS SUBSEQUENT DEVELOPER AGREEMENT made this _____ day of _____ 2021 by and between

THE MAYOR AND CITY COUNCIL (together, the “Governing Body”) OF THE CITY OF ASBURY PARK (the “City”), in its capacity as a “redevelopment entity” pursuant to N.J.S.A. 40A:12A-4 with principal offices at 1 Municipal Plaza, Asbury Park, New Jersey 07712;

ASBURY PARTNERS, LLC in its capacity as Master Developer, pursuant to the hereinafter defined Redeveloper Agreement (the “**Master Developer**”), with principal offices at 205 Third Avenue, Asbury Park, New Jersey 07712, along with its permitted successors and/or assigns; and

1401 OCEAN AVENUE, LLC, A LIMITED LIABILITY COMPANY OF THE STATE OF with principal offices located at 1401 Ocean Avenue, Asbury Park, NJ, 07712 (including, where applicable, its relevant urban renewal entity affiliate formed pursuant to the Long-Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq., the “**Entity**”) (each, a “Party” and collectively, the “**Parties**”).

WITNESSETH

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

WHEREAS, the Act confers certain contract, planning and financial powers upon a redevelopment entity, as defined at Section 3 of the Act, in order to implement redevelopment plans adopted pursuant thereto; and

WHEREAS, the City has elected to exercise these redevelopment entity powers directly, as permitted by Section 4 of the Act; and

WHEREAS, on June 5, 2002, the City adopted the “Asbury Park Waterfront Redevelopment Plan (Plan IV)” (as amended and supplemented from time to time, the “**Redevelopment Plan**,” a copy of which is on file with the City Clerk) with respect to the “Asbury Park Waterfront Redevelopment Area,” as defined in the Redevelopment Plan (the “**Redevelopment Area**”); and

WHEREAS, the Redevelopment Plan, as initially adopted, provided for the Redevelopment Area to be redeveloped on a “block-by-block” basis; and

WHEREAS, pursuant to the Act, including Section 8 thereof (N.J.S.A. 40A:12A-8), a municipality is permitted to contract with a redeveloper to develop redevelopment projects pursuant to a redevelopment plan within an area in need of redevelopment, as all such terms are defined in the Act; and

WHEREAS, the City and the Master Developer entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002, which provides, among other things, that the Master Developer shall be responsible for the redevelopment of the properties governed by the Redevelopment Plan, which redevelopment it may to undertake itself, or through agreements with selected subsequent developers on a “block-by-block” basis; and

WHEREAS, in 2018 the City amended the Redevelopment Plan to provide for the redevelopment of individual properties within the Redevelopment Area, provided certain criteria are met, including the designation of the person or entity wishing to redevelop a property as a subsequent developer; and

WHEREAS, on June 13, 2018, the City adopted the First Amendment to the “Amended and Restated Redeveloper and Land Disposition Agreement” (the “First Amendment” and the “Amended and Restated Redeveloper and Land Disposition Agreement” together shall be referred to as the “**Redeveloper Agreement**,” a copy of which is on file with the City Clerk), which set forth the City and Master Developer responsibilities with regard to the selection and designation of subsequent developers; and

WHEREAS, pursuant to the Redevelopment Plan and the Redeveloper Agreement, as amended, “any owner, purchaser, assignee or transferee of all or part of any property within the [Redevelopment] Area that is subject to the provisions of the Amended [Redevelopment] Plan” may seek to be designated as a subsequent developer by submitting a subsequent developer application to the Master Developer and the City, along with any escrow and application fees required by the City; and

WHEREAS, the Entity has submitted to the Master Developer and the City a subsequent developer application (the “**Application**”), pursuant to the Redeveloper Agreement and the Redevelopment Plan, stating its intention to construct a roof top deck atop the existing Berkeley Oceanfront Hotel, an Historic 1920s hotel that was renovated in 1984 and has remained in operation (the “**Roof Top Deck**”). The proposed Roof Top Deck will be on a portion of the rooftop consisting of seven thousand five hundred (7500) square feet of space along the southeast st portion of the roof holding a maximum of 150 people, a new unisex bathroom in an existing rooftop structure, and a 12 person bar, with removable tables and chairs, and an 8-foot-high modular sound wall in accordance with the project description and architectural plans attached as Exhibit “A” (“Project Description”) and the approval by the City’s Planning Board to be obtained (the “**Project**”) on property identified as Block 4204, Lot 1 on the tax maps of the City and located at 1401 Ocean Avenue in the Redevelopment Area (the “**Project Site**”) and in accordance with all Governmental Approvals (as defined herein); and

WHEREAS, recognizing the importance of maintaining the quality of life in the area of the Project, and the continued enjoyment of nearby residents, free of unreasonable interference from open air rooftop sound systems, the parties have agreed to certain Acoustical Provisions, as more fully set forth in Exhibit “C”; and

WHEREAS, pursuant to Article 3A of the Redeveloper Agreement, as amended, the Master Developer and the City have reviewed the Application and determined that the Project, as

described, is in compliance with and effectuates the goals of the Redevelopment Plan, and that Entity possesses the experience, capability, and financial capacity to complete the Project; and

WHEREAS, the Parties desire to enter into this Subsequent Developer Agreement for the Project Site to set forth the obligations of the Parties with respect to the Project, and

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereto do hereby covenant and agree, each with the other, as follows:

DEFINITIONS

As used in this Subsequent Developer Agreement the following terms shall have the meanings ascribed thereto in the recitals above, or ascribed to such terms below within this Agreement or within the Exhibits attached hereto. Terms listed below in the singular form shall include the plural and words listed in the plural shall include the singular. Whenever the context may require, any pronoun that is used in this Agreement shall include the corresponding masculine, feminine and neuter. Unless otherwise noted, the words “include,” “includes” and “including” when used in this Agreement shall be deemed to be followed by the phrase “without limitation.” The words “agree,” “agreements,” “approval” and “consent” when used in this Agreement shall be deemed to be followed by the phrase “which shall not be unreasonably withheld, conditioned or unduly delayed,” except or unless the context may otherwise specify. All references to Sections or Articles shall refer to Sections or Articles in this Subsequent Developer Agreement unless otherwise specified.

“Acoustical Provisions” shall have the meaning as set forth within Exhibit “C”.

“Act” shall be defined as set forth in the preamble.

“Applicable Laws” shall mean all federal, state and local laws, ordinances, approvals, rules, regulations and requirements applicable thereto including, but not limited to, the Act, the Land Use Law, relevant construction codes including those construction codes governing access for people with disabilities, and such zoning, sanitary, pollution and other environmental safety ordinances, laws and such rules and regulations promulgated thereunder, and all applicable environmental laws and applicable federal and state labor standards.

“Application” shall be defined as set forth in the preamble.

“Applications for Governmental Approvals” shall mean the Plans, drawings, documentation, presentations and applications necessary and appropriate for the purpose of obtaining any and all approvals from any government or public entity required to complete the Project or any part thereof, including, but not limited to, Building Permits.

“Building Permit” shall mean a building permit issued by or on behalf of the City.

“Certificate of Completion” shall mean the Certificate of Completion as set forth in Section 4.06.

“Certificate of Occupancy” shall be as defined in the applicable section of the municipal code of the City and the applicable provisions of the Uniform Construction Code.

“City” shall be defined as set forth in the preamble.

“Commencement of Construction” and **“Commence Construction”** shall mean any activity associated with construction of the Project on the Project Site.

“Completion of Construction” and **“Complete Construction”** shall mean the completion of the Project on the Project Site such that the Project is ready for the use for which it was intended, subject to the installation of (i) seasonal landscaping and (ii) final fixtures, floor coverings and décor items.

“Declaration of Covenants and Restrictions” shall mean a written instrument to be executed by the Entity and recorded in the office of the Monmouth County Clerk, in the form annexed hereto as Exhibit “D”, intended to encumber the Project Site and to run with the land, setting forth certain statutory and contractual undertakings of and restrictions applicable to the Entity and its successors and assigns in connection with the ownership, redevelopment or rehabilitation of the Project Site and the Project as set forth in Sections 3.02(a), (b), (l), (m), and (n) of this Subsequent Developer Agreement.

“Effective Date” shall mean the date this Subsequent Developer Agreement is executed by the last of the three Parties, being City, the Master Developer and the Entity.

“Entity” shall be 1401 Ocean Avenue, LLC.

“Event of Default” shall be as set forth in Article 6 of this Subsequent Developer Agreement.

“Event of Force Majeure” shall mean an enforced delay in the performance of obligations of a Party to this Subsequent Developer Agreement arising from causes beyond that Party’s reasonable control and without its fault or negligence, including, but not restricted to, acts of God, acts of the public enemy, acts or omissions of the other parties (including litigation by third parties), fires, floods, epidemics, quarantine restrictions, freight, energy shortages, embargoes, unusual or severe weather, or delays of contractors, subcontractors or material suppliers due to any of the foregoing such causes.

“Final Site Plan” shall mean the final site plan with respect to the development of the Project Site to be submitted to, and approved by Resolution of the City’s Planning Board in accordance with the Land Use Law.

“Governing Body” shall be defined as set forth in the preamble.

“Governmental Approvals” shall mean all government permits, licenses, consents and approvals necessary for the development, construction, lease, sale, occupancy or completion of the Project, or any part thereof, issued by or on behalf of any government

and issued in reliance on the Applications for Government Approvals and including approvals from any utility supplier.

“Infrastructure Ordinance” shall be defined as set forth in Section 2.02 of this Subsequent Developer Agreement.

“Institution” shall mean any savings and loan association, savings bank, commercial bank or trust company (whether acting individually or in any fiduciary capacity), an insurance company, a real estate investment trust, an educational institution or a state, municipal or similar public employee’s welfare, pension or retirement system or any other corporation or organization subject to supervision and regulation by the insurance or banking departments of the State or of the United States Treasury, or any successor department or departments hereafter exercising the same functions as said departments, provided such Institution has a net worth of not less than \$100,000,000 or assets of at least \$1,000,000,000. iStar Inc. is deemed to be an Institution. A wholly owned affiliate of iStar Inc., funded in whole or in part by iStar Inc., is also deemed to be an Institution. Participatory lending arrangements among Institutions shall be permitted.

“Land Use Law” shall mean N.J.S.A. 40:55D-1 *et seq.*

“Local Workforce Requirements” shall have the meaning set forth in Section 3.03(k).

“Master Developer” shall be defined as set forth in the preamble.

“Mortgage” shall mean any instrument held by a Permitted Mortgagee constituting a lien on the Project and/or the Project Site or revenues derived therefrom including, without limitation, a mortgage, deed of trust or indenture of mortgage and deed of trust, and any modification, amendment, spreader, consolidation or renewal thereof.

“Original Infrastructure Ordinance” shall be defined as set forth in Section 2.02 of this Subsequent Developer Agreement.

“Outside Approvals Date” shall be defined as set forth in Section 5.03 of this Subsequent Developer Agreement.

“Parties” shall be defined as set forth in the preamble.

“Permitted Mortgage” shall mean an Institution which holds a Mortgage on the Project Site.

“Planning Board” shall mean the planning board of the City established pursuant to N.J.S.A. 40:55D-23.

“Plans” shall mean the plans, including site plans, building floor plans, building elevations, architectural renderings for the Project or any portion thereof. “Plans” shall include, but shall not be limited to, the minimum requirements of Applicable Laws or Project Documents depending on the context of its use in this Subsequent Developer Agreement.

“Project” shall be defined as set forth Exhibit “A”.

“Project Schedule” shall be as set forth in Exhibit “B”.

“Project Site” shall be as set forth in the preamble.

“Project Documents” shall mean the Redevelopment Plan, the Redeveloper Agreement, and this Subsequent Developer Agreement.

“Redeveloper Agreement” shall be defined as set forth in the preamble.

“Redevelopment Area” shall be defined as set forth in the preamble.

“Redevelopment Entity” shall mean the City’s Governing Body acting in its capacity as a redevelopment entity pursuant to the Act and any permitted successors or assigns.

“Redevelopment Plan” shall be defined as set forth in the preamble.

“State” shall mean the State of New Jersey.

“Subsequent Developer” shall mean the Entity, as the owner, purchaser, assignee or transferee of all or part of any property within the Area that is subject to the provisions of the Amended Plan, who has been approved as a Subsequent Developer by the City and the Master Developer in accordance with the Amended Plan and who has entered into a fully executed Subsequent Developer Agreement with the City and the Master Developer with respect to the Project.

“Subsequent Developer Agreement” shall mean this agreement by and between the City and the Entity.

“Transfers” shall be as set forth in Section 6.03 of this Subsequent Developer Agreement.

“Workforce Information Session” shall be as set forth in Section 3.03(k)iii of this Subsequent Developer Agreement.

ARTICLE 1 DESIGNATION AS SUBSEQUENT DEVELOPER

1.01 Designation of Subsequent Developer: On the Effective Date of this Subsequent Developer Agreement, the Entity shall be hereby designated as a Subsequent Developer pursuant to the terms and conditions of the Redevelopment Plan, as amended, the Master Developer Agreement, as amended, and this Subsequent Developer Agreement. This designation shall terminate upon the occurrence of the first of the following (i) upon the arrival of the “Outside Approvals Date,” without any further action of any Party hereto, (but only if all conditions subsequent set forth in Section 6.03 hereof are not satisfied on or before such date); (ii)

upon the issuance of a Certificate of Completion as set forth in Section 4.07; (iii) upon mutual termination by the Parties; or (iv) or upon an Event of Default, pursuant to the terms in Article 7.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.01 Representations and Warranties of the City. The City hereby makes the following representations and warranties:

(a) The Redevelopment Plan has been duly adopted in compliance with all Applicable Laws and is currently in full force and effect.

(b) The City has the legal power, right and authority to enter into this Subsequent Developer Agreement and the instruments and documents referenced herein to which the City is a Party, to consummate the transactions contemplated hereby, to take any steps or actions contemplated hereby, and to perform its obligations hereunder and has duly executed this Subsequent Developer Agreement.

(c) All requisite action has been taken by the City and all requisite consents have been obtained in connection with the entering into this Subsequent Developer Agreement and the instruments and documents referenced herein to which the City is a Party, and the consummation of the transaction contemplated hereby, and to the best of the City's knowledge and belief are authorized by all Applicable Laws. To the best knowledge of the City there are no writs, injunctions, orders or decrees of any court or governmental body that would be violated by the City entering into or performing its obligations under this Subsequent Developer Agreement.

(d) This Subsequent Developer Agreement has been duly executed by the City, and is valid and legally binding upon the City and enforceable in accordance with its terms pursuant to all Applicable Laws and the execution and delivery thereof does not constitute a default under or violate the terms of any indenture, agreement or other instrument to which the City is a Party or by which it is bound.

(e) The City represents that to the best of its knowledge and belief, there is no action, proceeding or investigation now pending or threatened, nor any basis therefor, known or believed to exist which questions the validity of this Subsequent Developer Agreement.

2.02 Representations and Warranties of the Master Developer:

(a) The Master Developer has the legal capacity to enter into this Subsequent Developer Agreement.

(b) The Master Developer is duly organized and a validly existing legal entity under the laws of the State of New Jersey and all necessary resolutions have been duly adopted to authorize the execution and delivery of this Subsequent Developer Agreement and to authorize and direct the persons executing this Subsequent Developer Agreement to do so for and on the Master Developer's behalf.

(c) To the best of the Master Developer's knowledge and belief, after diligent inquiry, there is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist which questions the validity of this Subsequent Developer Agreement or any action or act taken or to be taken by the Master Developer pursuant to this Subsequent Developer Agreement.

(d) To the best of the Master Developer's knowledge and belief, after diligent inquiry, the Master Developer's execution and delivery of this Subsequent Developer Agreement will not constitute a violation of (i) the "Amended and Restated Redeveloper and Land Disposition Agreement" dated October 28, 2002, as amended by the First Amendment to the "Amended and Restated Redeveloper and Land Disposition Agreement," approved by the City Council on June 13, 2019, and effective August 1, 2018; (ii) the Subsequent Developer Agreement Among the City of Asbury Park, Madison Asbury Retail, LLC, and Asbury Partner, LLC, dated June 1, 2010; (iii) the ordinance finally adopted by the City on February 13, 2013 and entitled "AN ORDINANCE OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, NEW JERSEY, PROVIDING FOR THE SPECIAL ASSESSMENT OF THE COST OF CERTAIN WASTEWATER, STORMWATER, ROADWAY, STREETScape, UTILITY AND OTHER INFRASTRUCTURE IMPROVEMENTS IN PORTIONS OF THE PRIME RENEWAL AREA AND THE BOARDWALK AREA WITHIN THE ASBURY PARK WATERFRONT REDEVELOPMENT AREA AND ESTABLISHMENT OF A MECHANISM FOR PAYMENT OF THE COST THEREOF," (the "**Original Infrastructure Ordinance**"), as amended on June 13, 2018 by Ordinance No. 2018-20 (the "**Infrastructure Ordinance**"); and (iv) the Infrastructure Component Report last adopted by the City by resolution on June 13, 2018.

2.03 Representations and Warranties of the Entity: The Entity makes the following representations and warranties:

(a) The Entity has the legal capacity to enter into this Subsequent Developer Agreement and perform each of the undertakings set forth herein and in the Redevelopment Plan as same applies to the Project as of the date of this Subsequent Developer Agreement.

(b) The Entity is duly organized and a validly existing legal entity under the laws of the State of New Jersey and all necessary resolutions have been duly adopted to authorize the execution and delivery of this Subsequent Developer Agreement and to authorize and direct the persons executing this Subsequent Developer Agreement to do so for and on the Entity's behalf.

(c) To the best of the Entity's knowledge and belief, after diligent inquiry, there is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist which (i) questions the validity of this Subsequent Developer Agreement or any action or act taken or to be taken by the Entity pursuant to this Subsequent Developer Agreement; or (ii) is likely to result in a material adverse change in the Entity's property, assets, liabilities or condition which will materially and substantially impair its ability to perform pursuant to the terms of this Subsequent Developer Agreement.

(d) The Entity's execution and delivery of this Subsequent Developer Agreement and its performance hereunder will not constitute a violation of any operating, partnership, shareholder

and/or similar agreement of the Entity or of any agreement, mortgage, indenture, instrument or judgment, to which the Entity is a Party.

(e) To the best of the Entity's knowledge and belief after diligent inquiry all information and statements included in any information submitted to the City and its agents, are true and correct in all material respects. The Entity acknowledges that the facts and representations contained in the information submitted by the Entity are a material factor in the decision of the City to enter into this Subsequent Developer Agreement.

(f) The cost and financing of the Project will be the responsibility of the Entity.

(g) The Entity is financially and technically capable of financing, designing, constructing, operating, and maintaining the Project in accordance with its obligations under this Subsequent Developer Agreement.

ARTICLE 3 COVENANTS AND RESTRICTIONS

3.01 Covenants and Restrictions of the City:

(a) The City covenants that it will comply with all Applicable Laws.

(b) The City covenants to support any applications for Governmental Approvals that are consistent with the terms of the Redevelopment Plan and this Subsequent Developer Agreement, and to execute any documents required to obtain such approvals and otherwise to cooperate with the Entity with respect to the Governmental Approvals.

(c) Upon request by the Entity to condemn any restrictions on the real property constituting the Project Site initially imposed by James Bradley, the rights to which, if any, being held by his heirs, successors and assigns, the City may agree to exercise the power of eminent domain in accordance with applicable law on such terms and conditions as are acceptable to the City in its sole discretion at the time of the request.

3.02 Covenants and Restrictions of the Master Developer:

(a) Master Developer covenants that it will assist with and participate in a coordinated defense with the City in the event of litigation related to the validity of this Subsequent Developer Agreement.

(b) The Master Developer covenants that it has reviewed the Application in good faith and has found it acceptable for the purpose of entering into this Agreement.

3.03 Covenants and Restrictions of the Entity:

(a) The Entity shall construct on the Project Site only the uses as established in the Redevelopment Plan and as approved by the Planning Board.

(b) The Entity shall not sell, lease or otherwise transfer all or any portion of the Project Site unless an initial Certificate of Occupancy has been issued for the Project or as otherwise permitted in accordance with this Agreement, provided that nothing contained herein shall prohibit the Entity from entering into contracts for such purposes.

(c) The Entity shall keep the Project Site free from any substantial accumulation of debris or waste materials generated as a result of the Project and shall maintain in good condition any landscaping required to be planted on the Project Site pursuant to the Final Site Plan. Additionally, the Entity shall keep the areas immediately surrounding the Project Site, such as public roads, sidewalks, etc. free from any accumulation of debris or waste materials generated as a result of the Project and any such debris shall be removed at the end of each work day, or sooner in the case of public safety, as directed by the City Manager.

(d) The Entity shall, in connection with its use or occupancy of the Project, not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the Project Site or any building or structure erected or to be erected thereon is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status, and the Entity, its successors and assigns, shall comply with all Applicable Laws prohibiting discrimination or segregation by reason of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status.

(e) The Entity shall, in order to effectuate the purposes of this Subsequent Developer Agreement, make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and in general do all things which may be reasonably requisite or proper for the construction and development of the Project in accordance with the Final Site Plan, this Subsequent Developer Agreement, the Redevelopment Plan, and Applicable Law.

(f) The Entity shall, upon completion of construction of the Project, obtain all Governmental Approvals required, if any, authorizing the occupancy and use of the Project for the purposes contemplated hereby.

(g) The Entity shall not suspend or abandon or discontinue the performance of its obligations under this Subsequent Developer Agreement for a period of more than sixty (60) consecutive days, provided, however, that a suspension of the performance of its obligations under this Subsequent Developer Agreement shall be permitted for the reasons set forth in Section 4.06 of this Subsequent Developer Agreement.

(h) The Entity shall cause the Project to be developed, financed, constructed, operated and maintained without any cost or expense to the City.

(i) The Entity shall develop, finance, construct, operate and maintain the Project on the Project Site consistent with Applicable Laws, Government Approvals, the Redevelopment Plan, and this Subsequent Developer Agreement.

(j) The Entity shall use commercially reasonable efforts to diligently undertake the financing, construction, development, operation, and maintenance of the Project during the period between the Commencement of Construction and Completion of Construction of the Project in

accordance with the deadlines or timeframes for completion of Project activities as set forth in this Subsequent Developer Agreement.

(k) Opportunities for Local Residents Construction. In constructing the Project, Entity agrees to make Good Faith Efforts (as defined below in this Section) to meet the following local workforce requirements (collectively “**Local Workforce Requirements**”):

- i. Establish _2 Apprenticeships, with the Entity, an affiliate of the Entity, the general contractor for the Project or any subcontractor or then known tenants/operators of the Project where the individual is provided practical experience under the supervision of skilled workers of a trade, art or calling in the food/beverage/entertainment field (“**Apprenticeships**”). Those awarded Apprenticeships must be at least 18 years of age, except where a higher minimum age standard is otherwise fixed by law.

Good Faith Efforts to meet the Workforce Requirements shall include the following actions identified in (i) through (iii):

- ii At least thirty (30) days prior to the Commencement of Operation of the Project, Entity shall notify the City Manager of an anticipated start date for Commencement of Operation.
- iii Entity shall hold a Workforce Information Session (the “**Workforce Information Session**”) for City residents at a location within the City of Asbury Park the Entity shall also advertise the Workforce Information Session in the Asbury Park Press and The Coaster, at least ten (10) days before the Workforce Information Session, which advertisement shall include the date, time, and place of the Workforce Information Session, as well as a listing of the type of Apprenticeships available. At least ten (10) days prior to holding the Workforce Information Session, the Entity shall notify the City Manager and the Career Centers at Asbury Park High School, the regional Vocational/Technical School, Monmouth County Workforce Investment Board (WIB), and the Career Center at Brookdale Community College of the need to attract Local Labor, and provide a copy of the advertisement. The Entity shall request that the schools display the advertisement and solicit resumes from interested students.
- iv The Entity shall provide to the City Manager, within thirty (30) days after the Workforce Information Session, a detailed report of its efforts to employ Local Labor on the Project, and a list of resumes and/or inquiries received from local residents. At the time that the Entity requests a Certificate of Completion, the Entity shall provide a second and final detailed report of its efforts to the City Manager in accordance with Section 4.05.

Compliance

- i. Should the Entity fail to comply with all of the Good Faith Efforts, or fail to provide documentation evidencing its Good Faith Efforts in items (i) through (iii) above, to the satisfaction of the Mayor and City Council of the City of Asbury Park, the Entity shall be required to make a payment to the Asbury Park Workforce Development Fund, or such other fund as may be directed by the Mayor and City Council, in the amount of \$5,000 for each Apprentice position it was unable to fill using Local Labor in order to meet the requirements set forth above. No remedy other than payment into the specified fund shall be required of the Entity. If such payment is required, a Certificate of Completion shall not be issued to the Entity until such payment is deposited into the specified fund.
 - ii. If the Entity has complied with all of the Good Faith Efforts, and has provided documentation evidencing its Good Faith Efforts in items (i) through (iii) above to the satisfaction of the Mayor and City Council of the City of Asbury Park, then no payment shall be due, and the Entity shall be deemed to have complied with this Section 3.03 for the purposes of the issuance of a Certificate of Completion.
- (k) Opportunities for Women and Minorities in Construction Jobs: The Entity shall make good faith efforts to encourage women and minority participation in the construction of the Project. The Entity shall be deemed to have satisfied the good faith effort requirement contained in this Section if the Entity takes the following actions:
- i. The Entity shall disseminate information within the City and the County of Monmouth concerning opportunities for women and minority contractors, vendors and suppliers prior to the commencement of construction of the Project.
 - ii. Hold the Workforce Information Session, in coordination with the City Manager, or his/her designee, prior to the solicitation of bids and pricing for the Project to encourage women and minority contractors/subcontractors to bid on the Project.
 - iii. Notify contractors/subcontractors before executing a contract and/or prior to pre-bid and pre-construction meetings about the required good faith effort to engage women and minorities, in the construction of the Project.
- (l) The Entity shall construct the Project in conformance with CAFRA Permit number 1303-03-0001.2, issued by the New Jersey Department of Environmental Protection on March 26, 2004, as subsequently modified, and shall not seek any further modification of the CAFRA Permit.
- (m) The Entity shall record the Declaration of Covenants Restrictions in the office of the Monmouth County Clerk.
- (n) The Entity shall indemnify the City as set forth in Section 8.10 hereof.

(o) Recognizing the importance of maintaining the quality of life in the area, and the continued peaceful enjoyment of adjoining properties, the Entity shall comply at all times with the City of Asbury Park Municipal Code Section 3.9, "Noise." Should the Entity plead nolo contendere, plead guilty or be convicted of three (3) violations of said noise control provisions, occurring during any calendar year, the authorization to operate the sound/audio system on the Hotel roof top shall cease. The resumption of the sound/audio system shall not resume until the Entity has submitted to the Mayor and City Council a report of a professional noise control consultant identifying a plan to assure compliance with the Municipal Code Section 3.9, the commitment by the Entity to implement the plan and the approval of the Mayor and City Council to resume the use of the sound/audio system. This covenant shall survive the issuance of a Certificate of Completion and run with the land.

3.04 Effect of Covenants:

(a) It is intended and agreed that the covenants and restrictions set forth in Sections 3.03 shall be covenants running with the land. All covenants in Section 3.03, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Subsequent Developer Agreement, shall be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by the City and the Master Developer, and any successor in interest to the Project Site, or any part thereof, against the Entity.

(b) It is intended and agreed that the covenants and restrictions set forth in Section 3.01a and Section 3.01b, respectively, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Subsequent Developer Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by the Entity and its successors and assigns, and any successor in interest to the Project Site, or any part thereof, against the City, the Master Developer, their successors and assigns and every successor in interest therein, and any Party in possession or occupancy of the Project Site or any part thereof.

3.05 Enforcement by City or Master Developer: In amplification, and not in restriction of the provisions of this Article 3, it is intended and agreed that the City, the Master Developer, and their successors and assigns shall be deemed beneficiaries of the agreements and covenants set forth in Section 3.03 both for and in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants shall run in favor of the City and, as applicable, the Master Developer for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the City or Master Developer has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. The City and the Master Developer shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies as set forth in Article 6 of this Subsequent Developer Agreement.

3.06 Duration of Covenants: With respect to the Project, but for the covenants set forth in Section 3.03, which shall survive the termination of this Subsequent Developer Agreement, the covenants set forth in Section 3.03 shall be deemed satisfied and of no further force and effect

upon termination of this Subsequent Developer Agreement as evidenced by the issuance by the City of a Certificate of Completion.

ARTICLE 4 PROJECT IMPLEMENTATION

4.01 Scope of Project: It is understood and agreed by and between the Parties that the Entity has the right to develop the Project Site with the Project consistent with the terms of the Entity's Subsequent Developer's Application, Applicable Laws, Governmental Approvals, the Redevelopment Plan, the Redeveloper Agreement, the Project Description annexed as Exhibit "A," and the Project Schedule annexed hereto as Exhibit "B", and the Acoustical Provision annexed hereto as Exhibit "C", and this Subsequent Developer Agreement. The Parties acknowledge the Entity's right to make non-material changes to the Project as described in the Application if same are required as a condition of Planning Board approval, however no changes may be made to the provisions of Exhibit "C" (Acoustical Provisions), without the prior written approval of the City Council, which approval shall not be unreasonably delayed, conditioned or denied.

4.02 Amendments to Application: The Entity shall not make any material change to its Application. In the event of any changes to the Application are proposed, the Entity shall provide copies of all amended plans, applications, or submissions to the City and the Master Developer within ten (10) business days prior to any amended submission to the Planning Board or any Governmental Agency and shall provide the City and Master Developer with not less than ten (10) days' written notice prior to any hearing or meeting related to any amended submission.

4.03 Application for Governmental Approvals for Project Site: Within 60 days of the Effective Date, the Entity shall use commercially reasonable efforts to submit (if not already submitted) and diligently prosecute to conclusion, all other Applications for Government Approvals necessary for the financing, development, construction, operation, and maintenance of the Project Site. The Entity shall obtain all Governmental Approvals within one (1) year of the Effective Date ("**Outside Approvals Date**"), as may reasonably be extended by formal action of the City Council for up to an additional 120 days, provided that the Entity has utilized good faith efforts to obtain Governmental Approvals but has not yet received same. In no event shall the Outside Approvals Date be extended beyond 120 days without the explicit written consent of all Parties to this Subsequent Developer Agreement.

4.04 Project; Entity Deadlines: With respect to the Project, the Entity shall meet the deadlines and timeframes for the completion of Project activities as set forth in this Section 4.04.

(a) **Commencement of Construction for the Project.** No later than 180 days after all Governmental Approvals have been obtained and any applicable appeal period for such Governmental Approvals has expired, the Entity shall Commence Construction with respect to the Project; provided, however, that the Entity shall not Commence Construction prior to the occurrence of all conditions subsequent set forth in Section 6.01(a) – (c) hereof.

(b) **Completion of Construction for the Project.** Not later than two years after receipt of Building Permits and all other required Governmental Approvals authorizing the

Commencement of Construction of the Project, the Entity shall Complete Construction with respect to the Project.

4.05 Progress Reports: (a) For so long as this Subsequent Developer Agreement shall remain in effect the Entity shall, without the need for a written request, provide quarterly reports to be submitted on February 1, May 1, August 1 and November 1 of each year, to the City Manager and Master Developer, as to the actual progress of the Entity with respect to (i) the acquisition of Government Approvals; (ii) Commencement of Construction of the Project; (iii) Completion of Construction of the Project; (iv) Opportunities for Local Residents, Women and Minorities required by Sections 3.03 (k), (l), and (m); and (v) such other matters consistent with this Subsequent Developer Agreement as the City shall reasonably request be addressed in such reports.

(b) Outcome Assessments. The Entity hereby agrees to provide written reports to the City one year after the completion of construction of the Project, with respect to the apprenticeships described at Section 3.03 above, detailing the number of people who participated, the number who successfully completed the program, the number who were hired in the respective field as a result of the program, their job titles, and whether they were still employed in those positions as of the date of the outcome assessment.

4.06 Extensions: Extensions for deadlines set forth in Article 4 shall be as follows. All deadlines contained herein shall be reasonably extended as a matter of right in the event of any Event of Force Majeure. It is the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the City or the Entity shall be extended for a reasonable period not less than the period of the enforced delay.

4.07 Certificate of Occupancy and the Certificates of Completion: (a) Upon Completion of Construction pursuant to Section 4.04 with respect to a Unit in the Project, the Entity shall apply to the appropriate governmental officer or body for a Certificate of Occupancy for any such Unit in the Project.

(b) Following the issuance of the final Certificates of Occupancy for the Project (which shall be presumptive evidence of satisfaction of all requirements related to construction of the Project) and the satisfaction of the terms and conditions of this Subsequent Developer Agreement, and upon request for the same by the Entity, the City agrees to issue a Certificate of Completion, in proper form for recording, which shall acknowledge that the Entity has performed all of its duties and obligations with respect to the Project under this Subsequent Developer Agreement and has completed construction of the Project in accordance with the requirements of this Subsequent Developer Agreement. The Certificate of Completion (which shall be in recordable form) shall constitute a recordable conclusive determination of the satisfaction and termination of the agreements and covenants including without limitation the covenants in Article 3 and the provisions of the Acoustical Provisions set forth in Exhibit "C", which shall survive the termination of this Subsequent Developer Agreement), with respect to the Project in this Subsequent Developer Agreement and the Redevelopment Plan with respect to the obligations of the Entity to construct the Project within the dates for completion of same. Within thirty (30) days after written request by the Entity, the City shall provide the Entity with the Certificate of

Completion or a written statement setting forth in detail the reasons why it believes that the Entity has failed to complete the Project in accordance with the provisions of this Agreement or is otherwise in default under this Agreement and what reasonable measures or acts will be necessary in the opinion of the City in order for the Entity to be entitled to the Certificate of Completion. Upon the issuance of a Certificate of Completion, the conditions that were found and determined to exist on the Project Site at the time the Project Site was determined to be in need of redevelopment, shall be deemed to no longer exist and the land and improvements thereon shall not be subject to eminent domain as a result of those determinations.

4.08 Construction Permit Fees: The City’s Construction Official has advised the Entity that the Project constitutes “new construction” and not the rehabilitation of a structure which was previously completed or occupied, and that fees for construction permits applicable to the construction of the Project will be based on the cubic volume of the Project which is the methodology required by Applicable Laws for new construction.

4.09 Offsite Payments: Pursuant to the Original Infrastructure Ordinance, as amended, including on June 13, 2018, by the Infrastructure Ordinance, the City may impose a special assessment on the parcels within the Redevelopment Area for the cost of various infrastructure improvements previously developed, financed, and constructed, or to be developed, financed, and constructed, by Master Developer within the Redevelopment Area. Based on the representations of the Subsequent Developer, regarding the nature of the Project, the City understands that the Project (i) is limited in size, scope, and cost, and (ii) will have de minimus, if any, impact on the infrastructure installed and to be installed in the Redevelopment Area. Based on these factors, the City has determined, and the Master Developer concurs, not to impose a special assessment on the Property as a result of the Project, but reserves the right to impose a special assessment on the Property for future projects at a later date in accordance with the Infrastructure Ordinance.

ARTICLE 5

PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

5.01 Prohibition Against Transfers of Interests by the Entity: Prior to completion of the Project as evidenced by the issuance of a Certificate of Completion, and without the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed, the Entity agrees for itself and any successor in interest that (i) there shall be no transfer by any owner of any controlling interest in the Entity, or by any successor in interest to such owner of any interest in the Entity, (ii) nor shall any such owner or successor in interest suffer any such transfer to be made, (iii) nor shall such owner or successor in interest make, or suffer to be made, any other change in ownership of any controlling equity interest in the Entity or in the relative distribution thereof between and among the owners, or with respect to the identity of the parties in control of the Entity, by any other method or means, whether by increased capitalization, merger with another corporation, partnership, or limited liability entity or otherwise. For purposes of this Subsequent Developer Agreement, the term “owners” is defined to include the interests of the

members of the Entity, as the case may be, and the owners of such members, partners, or shareholders.

5.02 Exemptions from Prohibited Transfers: Notwithstanding the foregoing, following notice to and with the consent of the City which consent shall not be unreasonably withheld, conditioned or delayed, the following shall not constitute a prohibited transfer, for purposes of Section 5.01: The assignment by the Entity of its rights under this Subsequent Developer Agreement upon the following conditions: (i) the assignee of the Entity must be an entity controlling, controlled by, or under common control of the Entity; (ii) the assignee of the Entity shall assume all of the obligations of the assignor Entity hereunder, but the assignor Entity shall remain primarily liable for the performance of such Entity's obligations, (iv) a copy of the fully executed written assignment and assumption agreement shall be promptly delivered to the City and Master Developer, (v) such assignment does not violate any of the Governmental Approvals.

5.03 Transfer of Subsequent Developer Agreement: The Entity further agrees for itself, and its successors and assigns, that prior to the completion of the Project or any portion thereof, as evidenced by the issuance of a Certificate of Completion it will not make or create, or suffer to be made or created, any sale, assignment, conveyance, lease or transfer in any other mode or form (collectively, the "Transfers") of its interests in the Project Site or its interest in this Subsequent Developer Agreement or in this Project, or any part thereof or any interest therein, without the prior written approval of the City, except as provided below, and otherwise in this Article 5.

5.04 Consent to Permitted Transfers: (a) The City and Master Developer hereby consent, without the necessity of further approvals from any entity, to the following Transfers: (i) any Mortgage or related security granted by the Entity to a Permitted Mortgagee for the purpose of obtaining the financing necessary to enable the Entity or any successor in interest to the Project Site or any part thereof, to perform its obligations under this Subsequent Developer Agreement with respect to Completion of the Project and any other purpose authorized by this Subsequent Developer Agreement, (ii) any Mortgage or Mortgages and other liens and encumbrances granted by the Entity to a Permitted Mortgagee for the purpose of financing costs associated with the acquisition, development, construction, and marketing of the Project and (iii) any lease or occupancy agreement(s) for all or portions of the Project Site.

(b) With respect to any of the Transfers listed in Section 5.04(a), (i)-(ii) the Entity shall provide to the City and to the Master Developer written notice of at least fifteen (15) days prior to such Transfer, including a description of the nature of such Transfer, and the name(s) and address(es) of the transferee and any parties, individuals and/or entities comprising such Transfers.

5.05 Prohibition Against Speculative Development: Because of the importance of Project to the general welfare of the community, the Entity represents and agrees that its undertakings pursuant to this Subsequent Developer Agreement will not be used for speculation in land holding.

5.06 Information as to Ownership of Entity: In order to assist in the effectuation of the purpose of this Article 5, the Entity agrees that during the period between the execution of this

Subsequent Developer Agreement and the completion of the Project as evidenced by the issuance of a Certificate of Completion, the Entity shall, at such time or times as the City may reasonably request, furnish the City with a complete statement subscribed and sworn to by the managing partner, managing member or other executive officer or member of the Entity, setting forth all of the partners, both general and limited, managing members, shareholders, or other owners of equity interests of the Entity and the extent of their respective holdings, and in the event any other parties have a beneficial interest in the Entity, their names and the extent of such interests.

ARTICLE 6 DEFAULT AND REMEDIES

6.01 Automatic Termination of Subsequent Developer Agreement: This Subsequent Developer Agreement, including, without limitation, the Entity's designation as a Subsequent Developer, shall automatically terminate, without any further action of any Party after notice and opportunity to cure in accordance with Section 6.02, 6.03 or 6.04 as applicable, if each and every of the following conditions subsequent are not completed on or before the Outside Approvals Date:

- (a) Entity has obtained all Governmental Approvals.

6.02 City Defaults: The following shall constitute an Event of Default by the City: the failure of the City to observe and perform any covenant, condition, representation, warranty or agreement hereunder, and continuance of such failure for a period of forty-five (45) days, after receipt by the City of written notice from the Entity specifying the nature of such failure and requesting that such failure be remedied; provided, however, if the breach of any such covenant, condition or agreement is one which cannot be completely remedied within the forty-five (45) days after such written notice has been given, it shall not be an Event of Default as long as the City is proceeding with due diligence to remedy the same as soon as practicable but in no event later than one hundred twenty (120) days after such written notice.

6.03 Entity Defaults: Any one or more of the following shall constitute an Event of Default by the Entity:

- (a) Failure of the Entity to observe and perform any covenant, condition, representation, warranty or agreement hereunder, specifically including failure to comply with the Acoustical Provisions set forth in Exhibit "C" or failure to meet the milestones in Section 4.04 and Section 4.05 hereunder, and continuance of such failure for a period of forty-five (45) days, after receipt by the Entity of written notice from the City or Master Developer specifying the nature of such failure and requesting that such failure be remedied; provided, however, if the breach of any such covenant, condition or agreement is one which cannot be completely remedied within the forty-five (45) days after such written notice has been given, it shall not be an Event of Default as long as the Entity is proceeding with due diligence to remedy the same as soon as practicable but in no event later than one hundred twenty (120) days after such written notice.

- (b)(i) The Entity shall have applied for or consented to the appointment of a custodian, receiver, trustee or liquidator of all or a substantial part of its assets; (ii) a custodian shall have

been legally appointed with or without consent of the Entity and shall not have been dismissed for a period of ninety (90) consecutive days; (iii) the Entity, (A) has made a general assignment for the benefit of creditors, or (B) has filed a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors or has taken advantage of any insolvency law; (iv) the Entity has filed an answer admitting the material allegations of a petition in any bankruptcy or insolvency proceeding; or (v) the Entity shall take any action for the purpose of effecting any of the foregoing; (vi) a petition in bankruptcy shall have been filed against the Entity, and shall not have been dismissed for a period of ninety (90) consecutive days; (vii) an Order for Relief shall have been entered with respect to or for the benefit of the Entity, under the Bankruptcy Code; (viii) an Order, judgment or decree shall have been entered, without the application, approval or consent of the Entity, by any court of competent jurisdiction appointing a receiver, trustee, custodian or liquidator of the Entity, or a substantial part of its assets and such order, judgment or decree shall have continued unstayed and in effect for any period of ninety (90) consecutive days; (ix) the Entity shall have suspended the transaction of its usual business for ninety (90) consecutive days.

(c) The Entity or its successor in interest shall (i) fail to pay any real estate taxes, payments in lieu of real estate taxes, or any other governmental assessments on the Project Site or any part thereof when due and such failure shall continue for a period of ten (10) consecutive days after notice thereof or, (ii)(a) place on the Project Site any encumbrance or lien unauthorized by this Subsequent Developer Agreement, or (b) suffer any levy or attachment to be made, or any construction liens that have not been adequately bonded or collateralized, or any other unauthorized encumbrance or lien to attach, and with respect to (ii) (a) or (b), provision satisfactory to the City for removal or discharge of such unauthorized encumbrance or lien shall not have been made within sixty (60) days after written demand by the City to do so.

(d) There is, in violation of this Subsequent Developer Agreement, a transfer or assignment as prohibited in Article 5.

(e) The Entity or its successor fails to comply with the Acoustical Provisions set forth on Exhibit "C" attached hereto.

6.04 Remedies of City or Master Developer upon Event of Default by the Entity:

(a) Whenever any Event of Default by the Entity shall have occurred and be continuing, the City may terminate this Subsequent Developer Agreement, rescind any designation of the Entity as a Subsequent Developer or take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of the Entity under this Subsequent Developer Agreement; provided that no remedy available to the City shall (i) assert or impose liability on the Entity for special, indirect, consequential or punitive damages or assert or impose personal or individual liability on the affiliates, members, managers, officers and agents of the Entity.

(b) Whenever any Event of Default by the Entity shall have occurred and be continuing, the Master Developer may make a written request to the City to exercise any remedies available to the City in the Event of Default by the Entity, as set forth in Section (a), which request shall not be unreasonably denied by the City. If the City does not undertake to enforce this Subsequent Developer Agreement, within one hundred and twenty days (120) days of receipt of

the written request or at least thirty (30) days prior to the expiration of any applicable appeal period that may apply to such enforcement, whichever shall be shorter, Master Developer may take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of the Entity under this Subsequent Developer Agreement. In addition to, and not in limitation of, the remedies available to the City and to the Master Developer as set forth above, and notwithstanding any requirement of the City and the Master Developer to submit to binding arbitration to the contrary, the City or the Master Developer, as set forth above, may seek in a court of competent jurisdiction a temporary injunction or injunction to prevent: (i) any transfer or assignment not permitted pursuant to Article 5; or (ii) any action by the Entity in breach of covenants as set forth in Section 3.03(a) or 3.03(b).

(c) Remedies of the Entity upon Event of Default. Whenever any Event of Default by the City or the Master Developer shall have occurred and be continuing, the Entity may take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of the City or the Master Developer under this Subsequent Developer Agreement.

6.05 Restoration of Status: In case any Party, as applicable, shall have proceeded to enforce its rights under this Subsequent Developer Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely any Party, as applicable, then and in every such case, the Parties shall be restored respectively to their respective positions and rights hereunder, and all rights, remedies and powers of the Parties shall continue as though no such proceedings had been taken.

6.06 Failure or Delay by Any Party: Except as otherwise expressly provided in this Subsequent Developer Agreement, any failure or delay by a Party in asserting any of its rights or remedies as to any default, shall not operate as a waiver of any default, or any such rights or remedies, or deprive such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

6.07 Remedies Cumulative: No remedy conferred by any of the provisions of this Subsequent Developer Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

ARTICLE 7 COOPERATION AND COMPLIANCE

7.01 Implementation of Subsequent Developer Agreement and Redevelopment Plan: The parties hereto agree to cooperate with each other and to provide all necessary and reasonable documentation, certificates, and consents in order to satisfy the terms and conditions of this Subsequent Developer Agreement and the Redevelopment Plan as it applies to the Project and further agree to cooperate as may be reasonably requested by any Permitted Mortgagee of the

Entity in connection with obtaining financing for the Project or a part thereof; provided, however, that all cost of such action shall be borne by the Entity.

ARTICLE 8 MISCELLANEOUS

8.01 Conflict with Redeveloper Agreement: To the extent that the rights and responsibilities of the Entity and obligations of the City contained in this Subsequent Developer Agreement are inconsistent with the rights and responsibilities of a Subsequent Developer or the obligations of the City as set forth in the Redeveloper Agreement then provisions of this Subsequent Developer Agreement shall govern. The City acknowledges that the Master Developer shall have no liability under this Subsequent Developer Agreement and that its acknowledgement of this Subsequent Developer Agreement is solely for the purpose of recognizing the Entity and the Project pursuant to the Redeveloper Agreement. Nothing contained in this Subsequent Developer Agreement modifies, alters or waives the rights of either the City or the Master Developer under the Redeveloper Agreement. No action or inaction by the Entity shall be imputed to be considered a breach, default, or violation of the Redeveloper Agreement by the Master Developer.

8.02 No Consideration for Agreement: The Entity warrants it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Subsequent Developer Agreement, other than normal costs of conducting business and costs of professional services such as architects, engineers, financial consultants and attorneys. The Entity further warrants it has not paid or incurred any obligation to pay any officer or official of the City, any money or other consideration for or in connection with this Subsequent Developer Agreement.

8.03 Non-Liability of Officials and Employees: No member, official or employee of the City shall be personally liable to the Entity, or any successor in interest, in the event of any default or breach by the City, or for any amount which may become due to the Entity or its successor, or on any obligation under the terms of this Subsequent Developer Agreement. No member, officer, or employee of the Entity shall be personally liable to the City under this Subsequent Developer Agreement.

8.04 Inspection of Books and Records:

(a) The City shall have the right at all reasonable times on reasonable advance notice to the Entity to inspect the books and records of the Entity pertinent to the requirements of this Subsequent Developer Agreement, including but not limited to construction contracts, books and records, leases, insurance policies, and agreements.

(b) The Entity shall have the right at all reasonable times to inspect the books and records of the City pertinent to the purposes of this Subsequent Developer Agreement.

(c) Such inspections must be performed at a time and in a manner as to not unreasonably interfere with the business operations of the Party whose books and records are being inspected.

8.05 Modification of Agreement: No modification, waiver, amendment, discharge, or change of this Subsequent Developer Agreement shall be valid unless the same is in writing, duly authorized, and signed by the Entity and the City, and acknowledged by the Master Developer.

8.06 Recitals: The recitals contained in this Agreement contain statements of fact and/or expressions of intention by the Parties and are deemed to be part of the substance of this Agreement.

8.07 Entire Agreement: This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof.

8.08 Title of Articles and Sections: The titles of the several Articles and Sections of this Agreement, as set forth in the Table of Contents or at the heads of said Articles and Sections, are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

8.09 Severability: The validity of any Articles and Section, clause or provision of this Subsequent Developer Agreement shall not affect the validity of the remaining Articles and Section, clauses or provisions hereof.

8.10 Indemnification: The Entity, for itself and its successors and assigns, covenants and agrees, at its sole cost and expense to indemnify, defend and hold harmless the Master Developer, the City, its governing body, their respective officers, employees, agents, attorneys and consultants, representatives and employees, agents, attorneys and consultants, representatives and employees and respective successors and assigns from any third Party claims, liabilities, losses, costs, damages, penalties and expenses (including reasonable attorney's fees) resulting solely from or in connection with one or a combination of the following (i) any breach by the Entity or its agents, employees or consultants, of the Entity's obligations under this Subsequent Developer Agreement, or (ii) the acts or omissions of the Entity agents, contractors or subcontractors, employees, or consultants in connection with the development, financing, design, construction, operation, or maintenance of the Project.

8.11 Governing Law: The Subsequent Developer Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

8.12 Waiver of Jury Trial: The Parties to this Subsequent Developer Agreement do hereby waive the right to a trial by jury with respect to any dispute or controversy concerning or arising as a consequence of this Agreement.

8.13 Notices: Any notice by a Party to this Subsequent Developer Agreement to another of the parties shall be deemed to have been properly given only if (i) delivered personally or (ii) sent by registered or certified mail return receipt requested in a postage paid envelope or (iii) sent by nationally recognized overnight delivery service to a Party at such Party's address set forth above or such other address as a Party may designate in writing. Notices shall be deemed to have been duly given when received by the addressee or upon the addressee's refusal to accept delivery.

The terms of this Section 9.13 shall apply to any Permitted Mortgagee upon such Permitted Mortgagee giving notice to the other parties of its identity and address.

8.14 Condemnation: The City is authorized under the Act to condemn property in a redevelopment area for the purpose of effectuating a redevelopment project; however, pursuant to Section 17.2 of the Redeveloper Agreement, the City has contractually agreed not to exercise its eminent domain powers concerning any property within the Boardwalk Area or the Prime Renewal Area of the Redevelopment Plan without Master Developer's consent.

IN WITNESS WHEREOF, the parties have executed this Subsequent Developer Agreement as of the date first written above.

Attest:

THE CITY OF ASBURY PARK

By: _____
Melody Hartsgrrove, City Clerk

By: _____
Mayor, John Moor

Date: _____, 2021

1401 OCEAN AVENUE, LLC

Witness:

By: _____
Managing Member

ASBURY PARTNERS, LLC

By: _____

Date: _____, 2021

EXHIBIT “A”
PROJECT DESCRIPTION

The Project consists of the construction of an outdoor roof top deck atop the existing Berkeley Oceanfront Hotel, an Historic 1920s hotel that was renovated in 1984 and has remained in operation (the “**Roof Top Deck**”). The Roof Top Deck will be on a portion of the rooftop consisting of seven thousand five hundred (7500) square feet of space along the southeast portion of the roof, holding a maximum of 150 people, a new unisex bathroom in an existing rooftop structure, and a 12-person bar, with removable tables and chairs, and an 8-foot-high modular sound wall in accordance with the Project Description and architectural plans prepared by MODE and dated June 1, 2019, attached hereto as a component of Exhibit “A” (“Project Description”) and in strict compliance with the requirements and provisions of the Acoustical Provisions set forth in Exhibit “C”.

EXHIBIT “B”
PROJECT SCHEDULE

The Subsequent Developer Agreement contains an anticipated approval/construction timeframe. The Subsequent Developer will comply with the timeframes set forth in the Subsequent Developer Agreement. Anticipated timeframes associated with the approval/construction process include the following:

Anticipated submission to Asbury Park Planning Board:	Within 60 days of Subsequent Developer appointment and full execution of the Subsequent Developer Agreement by all parties.
Anticipated Public Hearing before the Asbury Park Planning Board:	Special meeting to be requested within 5 business days of submission of Planning Board Application.
Anticipated Planning Board Adjudication of the matter:	Within 60 days of Planning Board Application being deemed complete.
Anticipated Planning Board adoption of Resolution and expiration of any applicable appeal period:	45 days after proposed Notice of Approval by the Planning Board is published.
Anticipated commencement of construction:	Within 7 months of Approval and full execution of Subsequent Developer Agreement.
Anticipated project completion date:	The outside project completion date is no later than 12 months after Planning Board Approval

NOTE: Nothing contained herein is designed or intended to supersede the timeframes referenced or otherwise memorialized in the Subsequent Developer Agreement.

EXHIBIT “C”

ACOUSTICAL PROVISIONS

Introduction:

Recognizing the need to protect the public health, safety and welfare of the general public and particularly the importance of maintaining the quality of life in the area of the Project, and the continued enjoyment of the area by nearby residents and visitors, free of unreasonable interference from open air rooftop sound systems, multiple evaluations have been undertaken by acoustical consultants. The findings of said evaluations have been submitted in the following reports, all of which are on file in the offices of the Department of Planning and Redevelopment of the City of Asbury Park:

- Russell Acoustics, LLC, dated July 16, 2020;
- Russell Acoustics, LLC, dated January 29, 2021; and
- City Lewis S. Goodfriend & Associates, dated April 1, 2021 (collectively, the “Acoustics Reports”)

The City wishes to undertake a pilot program for the 2021 season in order to evaluate the impacts of the proposed outdoor rooftop deck sound system, as it is further described herein (the “Sound System”), on the nearby receptors. The City approves the installation and operation of the Sound Systems, subject to compliance with the conditions set forth below which shall only apply to the operation of the Sound Systems and shall not otherwise limit the operation by the Entity of the other features of the Roof Top Deck, as that term is defined in the Agreement:

1. Construction Requirements.

- a. Construct a sound barrier around the Roof Top Deck a.) with a height of 2.44 meters (8 ft.) along the north edge of the roof constructed of Kinetics Noise Control “Noiseblock” barrier wall systems, or equal approved by the City Manager. The barrier must have minimum acoustical ratings of an STC-43 and a NRC 1.0. b.) with a height of 1.68 meters (5.5 ft) (above the parapet), along the east, south and west edges of the Roof Top Deck, constructed of plexiglass.
- b. A minimum of seventeen (17) sound systems Bose 302A indoor/outdoor speakers, which shall include programable noise limiters.

- c. The orientation and location of said speakers shall be as set forth on the Berkley Oceanfront Rooftop Patio Speaker Layout & Orientation, attached hereto as Figure 1.

2. Operational Requirements.

- a. Only “soft background music” shall be permitted. Small, live musical ensembles are also permitted for private parties, but concerts are prohibited. Music and/or performances shall not be advertised.
- b. The speakers shall only be operated with the activation of programable limiters to prevent the sound level from being turned up above the set maximum.

3. Performance Test.

The Entity shall perform octave band sound pressure levels and A-weighted sound levels (dB(A)) measurements at the neighboring residential properties to the Berkeley Oceanfront Hotel during the nighttime hours (after 10:00 PM), with the bar area of the Roof Top Deck fully occupied and the music playing. A written report of the results shall be submitted and will be compared to the A-weighted and octave band nighttime limits of the City and NJDEP noise regulations. If it is determined, as a result the Performance Test that the plexiglass barriers are not effective., then the Entity shall install such other barrier as determined necessary by the acoustical engineer retained by the City.

4. Annual Review and Approval.

The approval to install and operate the rooftop sound system as described above shall expire on December 31, 2021, and thereafter, the approval to operate shall be subject to annual review. Upon the submission of an application to the City to renew the approval, the City will consider the renewal of the operation of the Sound System for an additional year. In order to qualify for such a renewal, the Entity must establish, to the satisfaction of the Mayor and City Council of the City of Asbury Park, that the operation of the Sound System will not be detrimental to the public health, safety and welfare, and that it will not impair the quality of life of nearby receptors; however, approval to operate for an additional year will not be unreasonably delayed, denied or conditioned.

5. Community Meeting.

The Entity shall diligently advertise and conduct a community meeting to receive comments and questions from the public regarding the operation of the Sound System within twenty (20) days after the request by the City Manager to conduct such a meeting. The community meeting, which may be held virtually, shall be held after not less than ten (10) days prior public notice and at a time and

place convenient for the public to participate.

6. Cumulative Compliance.

The Acoustical Provisions contained in this Exhibit C shall apply in addition to, and not in lieu of, such ordinances of the City of Asbury Park that may apply to any aspect of the operation of the Roof Top Deck.

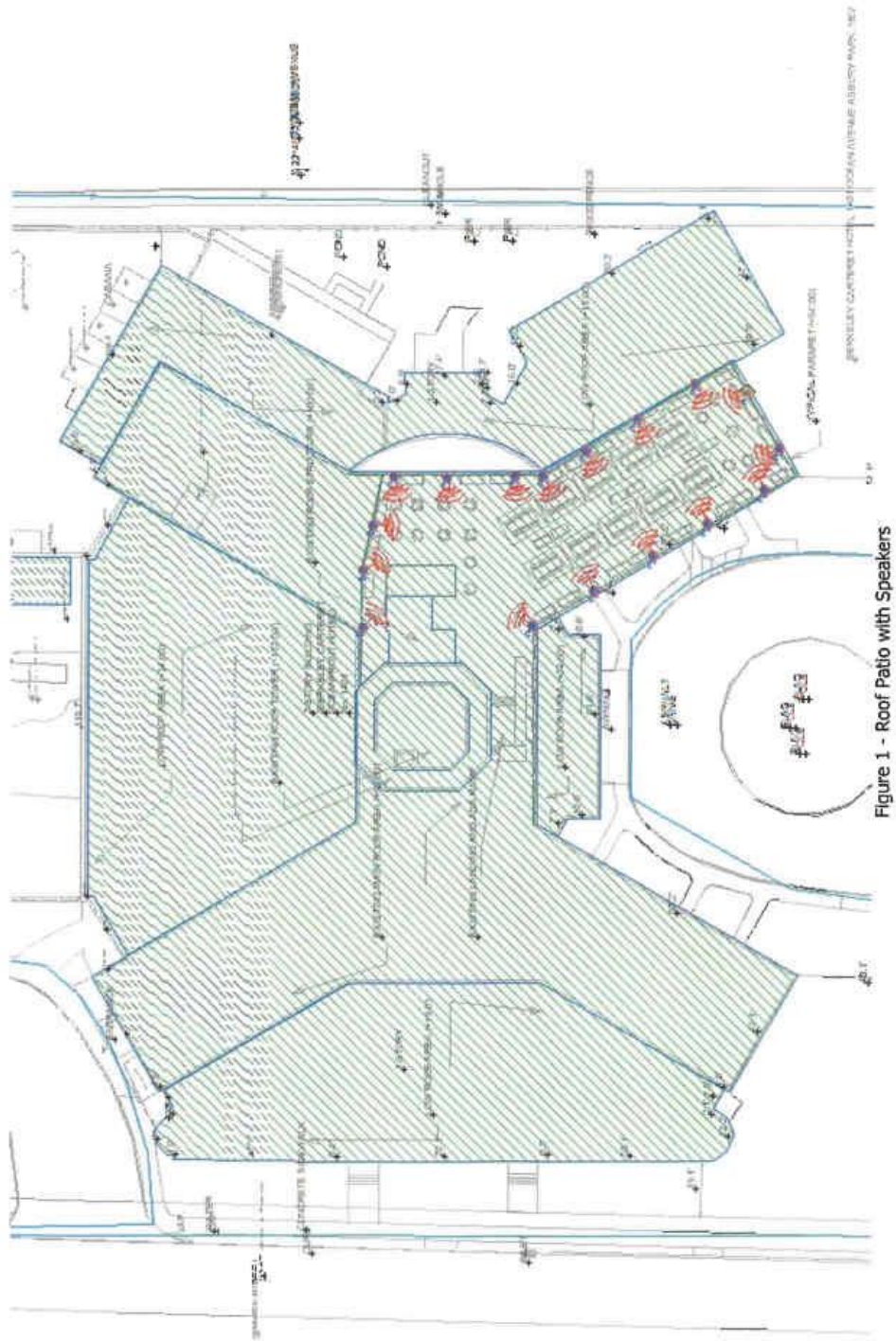


Figure 1 - Roof Patio with Speakers

EXHIBIT “D”**DECLARATION OF
COVENANTS AND RESTRICTIONS**

This Declaration of Covenants and Restrictions (“Declaration”), is made this _____ day of _____, 2021, by 1401 Ocean Avenue LLC, having its office at ----- (the “Entity”)

FOR THE BENEFIT OF

The City of Asbury Park, a municipal corporation of the State of New Jersey with offices at 1 Municipal Plaza, Asbury Park, New Jersey, 07712 (the “City”) acting in the capacity of a redevelopment agency for the City of Asbury Park, New Jersey; and such other persons and parties entitled to enjoy the benefits and protections of the covenants and restrictions hereof and to enforce the obligations of the Entity hereunder.

WITNESSETH:

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

WHEREAS, on June 5, 2002, the City adopted the “Asbury Park Waterfront Redevelopment Plan” (as amended and supplemented from time to time, the “**Redevelopment Plan**”) with respect to the “Asbury Park Waterfront Redevelopment Area,” as defined in the Redevelopment Plan (the “**Redevelopment Area**”); **and**

WHEREAS, the City and Asbury Partners, LLC (the “**Master Developer**”) entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002, which provides, among other things, that the Master Developer shall be responsible for the redevelopment of the properties governed by the Redevelopment Plan, which redevelopment

it may to undertake itself, or through agreements with selected subsequent developers on a “block-by-block” basis; **and**

WHEREAS, in 2018 the City amended the Redevelopment Plan to provide for the redevelopment of individual properties within the Redevelopment Area, provided certain criteria are met, including the designation of the person or the Entity wishing to redevelop a property as a subsequent developer; **and**

WHEREAS, on June 13, 2018, the City adopted the First Amendment to the “Amended and Restated Redeveloper and Land Disposition Agreement” (the “**First Amendment**” and the “**Amended and Restated Redeveloper and Land Disposition Agreement**” together shall be referred to as the “**Redeveloper Agreement**”, a copy of which is on file with the City Clerk), which set forth the City and Master Developer responsibilities with regard to the selection and designation of subsequent developers; **and**

WHEREAS, pursuant to the Redevelopment Plan and the Redeveloper Agreement, as amended, “any owner, purchaser, assignee or transferee of all or part of any property within the [Redevelopment] Area that is subject to the provisions of the Amended [Redevelopment] Plan” may seek to be designated as a subsequent developer by submitting a subsequent developer application to the Master Developer and the City, along with any escrow and application fees required by the City; **and**

WHEREAS, the Entity is the owner of property identified as Block 4204, Lot 1 (the “Property”) on the tax maps of the City and located in the Redevelopment Area (the “**Project Site**”) and intends to construct a roof top deck atop the existing Berkeley Oceanfront Hotel (the “**Roof Top Deck**”). The proposed Roof Top Deck will be on a portion of the rooftop consisting of seven thousand five hundred (7500) square feet of space along the southwest portion of the roof holding a maximum of 150 people, a new unisex bathroom in an existing rooftop structure, and a 12-person bar, with removable tables and chairs, and an 8-foot-high modular sound wall (the “**Project**”); **and**

WHEREAS, the City, the Master Developer, and the Entity have entered into that certain Subsequent Developer Agreement (the “**Subsequent Developer Agreement**”) which memorializes the terms and conditions by which the Entity will implement and carry out the Project; **and**

WHEREAS, pursuant to the Subsequent Developer Agreement, the Entity agreed to certain covenants governing the Entity’s (i) use of the land on which the Project will be constructed (the “**Project Site**”) (ii) construction of the Project and (iii) indemnification of the City and its officers, agents, employees, contractors, and consultants (hereinafter the “**Indemnified Parties**”); **and**

WHEREAS, the Subsequent Developer Agreement requires that such Covenants be memorialized in a Declaration of Covenants, and Restrictions and that said declaration be recorded against the Hotel Site by the Entity in the office of the Monmouth County Register,

NOW, THEREFORE, the Entity declares that the Project and the Project Site as defined above and such additions thereto as may hereinafter be made in accordance herewith, is and shall be held, transferred, sold, conveyed, leased, occupied, and used subject to the covenants, conditions, charges, and obligations hereinafter set forth in this Declaration:

Section 1. **General.** The foregoing whereas clauses are hereby incorporated in this section 1 as if fully set forth at length.

Section 2. **Definitions.** Defined terms not otherwise defined herein shall have the meaning assigned to such terms in the Subsequent Developer Agreement, a fully executed copy of which shall be on file in City Hall.

Section 3. **The Entity’s Covenants.** In accordance with the terms of the Subsequent Developer Agreement, the Entity expressly covenants and agrees as follows:

(a) The Entity shall construct on the Project Site only the uses as established in the Redevelopment Plan and as approved by the Planning Board.

(b) The Entity shall not sell, lease or otherwise transfer all or any portion of the Project Site unless an initial Certificate of Occupancy has been issued for the Project or as otherwise

permitted in accordance with the Subsequent Developer Agreement, provided that nothing contained herein shall prohibit the Entity from entering into contracts for such purposes.

(c) The Entity shall keep the Project Site free from any substantial accumulation of debris or waste materials generated as a result of the Project and shall maintain in good condition any landscaping required to be planted on the Project Site pursuant to the Final Site Plan. Additionally, the Entity shall keep the areas immediately surrounding the Project Site, such as public roads, sidewalks, etc. free from any accumulation of debris or waste materials generated as a result of the Project and any such debris shall be removed at the end of each work day, or sooner in the case of public safety, as directed by the City Manager.

(d) The Entity shall, in connection with its use or occupancy of the Project, not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the Project Site or any building or structure erected or to be erected thereon is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, sexual orientation, gender identity, sex or familial status, and the Entity, its successors and assigns, shall comply with all Applicable Laws prohibiting discrimination or segregation by reason of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status.

(e) The Entity shall, in order to effectuate the purposes of the Subsequent Developer Agreement, make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and in general do all things which may be reasonably requisite or proper for the construction and development of the Project in accordance with the Final Site Plan, the Subsequent Developer Agreement, the Redevelopment Plan, and Applicable Law.

(f) The Entity shall, upon completion of construction of the Project, obtain all Governmental Approvals required, if any, authorizing the occupancy and use of the Project for the purposes contemplated hereby.

(g) The Entity shall not suspend or abandon or discontinue the performance of its obligations under the Subsequent Developer Agreement for a period of more than sixty (60) consecutive days, provided, however, that a suspension of the performance of its obligations under the Subsequent Developer Agreement shall be permitted for the reasons set forth in Section 4.06 of the Subsequent Developer Agreement.

(h) The Entity shall cause the Project to be developed, financed, constructed, operated and maintained without any cost or expense to the City.

(i) The Entity shall develop, finance, construct, operate and maintain the Project on the Project Site consistent with Applicable Laws, Government Approvals, the Redevelopment Plan, and the Subsequent Developer Agreement.

(j) The Entity shall use commercially reasonable efforts to diligently undertake the financing, construction, development, operation, and maintenance of the Project during the period between the Commencement of Construction and Completion of Construction of the Project in accordance with the deadlines or timeframes for completion of Project activities as set forth in this Subsequent Developer Agreement.

(k) **Opportunities for Local Residents** The Entity shall make available two apprenticeship's per season in the field of Food and Beverage Industry as set forth in the Subsequent Developer Agreement, to encourage local resident participation in the operation of the Project.

(l) **Opportunities for Women and Minorities in Construction Jobs:** The Entity shall make good faith efforts, as same are defined in the Subsequent Developer Agreement, to encourage women and minority participation in the construction of the Project.

(m) The Entity shall construct the Project in conformance with CAFRA Permit number 1303-03-0001.2, issued by the New Jersey Department of Environmental Protection on March 26, 2004, as subsequently modified, and shall not seek any further modification of the CAFRA Permit.

(n) The Entity shall record the Declaration of Restrictions in the office of the Monmouth County Clerk.

(o) The Entity shall indemnify the City as set forth in Section 9.11 of the Subsequent Developer Agreement.

(p) Recognizing the importance of maintaining the quality of life in the area, and the continued peaceful enjoyment of adjoining properties, the Entity shall comply at all times with the City of Asbury Park Municipal Code Section 3.9, "Noise". Should the Entity plead nolo contendere, plead guilty or be convicted of three (3) violations of said noise control provisions, occurring during any calendar year, the authorization to operate the sound/audio system on the Hotel roof top shall cease. The resumption of the sound/audio system shall not resume until the Entity has submitted to the Mayor and City Council a report of a professional noise control

consultant identifying a plan to assure compliance with the Municipal Code Section 3.9, the commitment by the Entity to implement the plan and the approval of the Mayor and City Council to resume the use of the sound/audio system.

(q) The Entity shall ensure that any agreements with its lessees or assigns shall reflect the covenants set forth herein.

Section 4. The Encumbered Lands. The lands and premises (together with the improvements to be constructed thereon) which are intended to be encumbered by this Declaration consist of the Project Site which consists of Block 4204, Lots 1 (the “Property”) on the tax maps of the City, and as more particularly described in the metes and bounds description attached hereto as Exhibit “A” [to provide legal description].

Section 5. Effect and Duration of Covenants. The Entity hereby acknowledges that this Declaration shall be recorded, imposing on the Project Site the covenants provided in this Declaration, provided, however, that such covenants shall be binding on the Entity itself, each successor in interest to the Project, the Project Site, or any part thereof, and each party in possession or occupancy, respectively, only for such period as the Entity or such successor or party shall have title to, or an interest in, or possession or occupancy of the Project Site, the Project or any part thereof. The covenants provided herein shall run with the land and shall cease and terminate when a Certificate of Completion for such improvements has been issued, except that the covenants set forth in Section 3(q) and Section 3(r) shall survive the termination of the Subsequent Developer Agreement, and shall only terminate at such time as no RABs remain outstanding.

Section 6. Indemnity. The Entity shall comply with the provisions set forth in Section 9.11 of the Subsequent Developer Agreement entitled INDEMNIFICATION. The Indemnity shall survive the termination of the Subsequent Developer Agreement and shall run with the land, provided, however, that the Indemnity shall be binding on the Entity itself, each successor in interest to the Project, the Project Site, or any part thereof, and each party in possession or occupancy, respectively, only for such period as the Entity or such successor or party shall have title to, or an interest in, or possession or occupancy of the Project Site, the Project Improvements or any part thereof.

Section 7. Binding Effect and Enforcement. This Declaration shall inure to the benefit of the City, its legal and personal representatives, successors and assigns, and such other persons and parties entitled to enjoy the benefits and protections of the covenants and restrictions

hereof and to enforce the obligations of the Entity hereunder. This Declaration and the covenants and restrictions imposed upon the Project Site hereunder shall be enforceable by the City, and such other persons and parties entitled to enforce the provisions of the Subsequent Developer

Agreement against the Entity.

1401 Ocean Avenue, LLC

, Managing Member

STATE OF NEW JERSEY :

:ss:

COUNTY OF _____:

BE IT REMEMBERED, that on this __ day of _____, 2021 before me, the subscriber, an officer duly authorized pursuant to N.J.S.A. 46:14-6 to take acknowledgments for use in the State of New Jersey, personally appeared _____, who acknowledged under oath, to my satisfaction, that this person (or if more than one, each person): (a) is the managing member of 1401 Ocean Avenue LLC, the New Jersey limited liability company named in the within instrument and is authorized to sign the within instrument on behalf of the limited liability company; and (b) as such member or manager, signed, sealed and delivered this instrument as the voluntary act and deed of the limited liability company, made by virtue of authority from all of its members.

Notary Public

EXHIBIT A

Attachment: EXHIBIT A (2021-239 : 1401 Ocean Avenue (Berkeley Carteret Hotel) Subsequent Redeveloper's agreement for roof deck)

mode

Daniel M. Conatone, RA
Architectural Design Experts
611 PLAZA AVE., 3RD FL.
ASBURY PARK, NJ 07004
P: 732-800-1958
E: dconatone@mode-arch.com
NJ LICENSE #21A0378000

PROJECT LOCATION

1401 OCEAN, LLC
THE BERKELEY HOTEL - ROOF IMPROVEMENTS~
BLOCK 4204, LOT 1
1401 OCEAN AVE
ASBURY PARK, NJ

OWNER

1401 OCEAN, LLC
THE BERKELEY HOTEL - ROOF IMPROVEMENTS~
BLOCK 4204, LOT 1
1401 OCEAN AVE
ASBURY PARK, NJ

REVISIONS / DATE

NO. DATE

DESCRIPTION

1 08/19/19

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1 SITE PLAN
1" = 30'-0"

VICINITY MAP
12" = 1'-0"

2 ENLARGED FLOOR PLANS
1/4" = 1'-0"

ZONING ANALYSIS			
CITY OF ASBURY PARK CHAPTER 30 LAND DEVELOPMENT REGULATIONS & ASBURY PARK WATERWORKS PLUMB REPAIRS AREA			
BLOCK 4204 LOT 1 LOT AREA 148,000 SF			
BUILDING ZONE WATERWORKS PLUMB REPAIRS AREA			
BUILDING USE HOTEL			
EXISTING	PROPOSED		
MIN LOT AREA	15,000 SF	148,000 SF	NO CHANGE
MAX LOT DENSITY	N/A	N/A	NO CHANGE
FAR	N/A	1.43	NO CHANGE
MIN LOT WIDTH	N/A	325.56 FT	NO CHANGE
MIN LOT FRONTAGE	N/A	100 FT	NO CHANGE
MIN LOT DEPTH	N/A	40 FT	NO CHANGE
FRONT SETBACK	N/A	40 FT	NO CHANGE
REAR SETBACK	N/A	40 FT	NO CHANGE
SIDE SETBACK	N/A	10 FT	NO CHANGE
MAX SIDE SETBACK	N/A	10 FT	NO CHANGE
MAX LOT COVERAGE	N/A	75.7%	NO CHANGE
MAX BUILDING COVERAGE	N/A	75.7%	NO CHANGE
BUILDING HEIGHT	N/A	110 FT OF STORY	NO CHANGE
BUILDING STORY	N/A	8 STORIES	NO CHANGE
OFF STREET PARKING	Estimated 60 spaces on basis with		
EXISTING USE HOTEL/ROOF OBSERVATION			
PROPOSED USE HOTEL/ROOF OBSERVATION			
EXISTING OCCUPIED ROOF AREA 7,500 SF			
PROPOSED OCCUPIED ROOF AREA 7,500 SF			
TOTAL PROPOSED OCCUPANTS - 150			

3 ZONING SCHEDULE
12" = 1'-0"

Packet Pg. 222





Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 12, 2021
RESOLUTION SUMMARY

2021-240

Establish guidelines regarding the display of commemorative or organizational flags on City flagpoles.



RESOLUTION NO. 2021-240

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

RESOLUTION ESTABLISHING A FLAG FLYING POLICY RELATING TO THE DISPLAY OF COMMEMORATIVE OR ORGANIZATIONAL FLAGS ON CITY FLAGPOLES.

WHEREAS, the City of Asbury Park (the “City”) wishes to establish certain guidelines regarding the display of commemorative or organizational flags on City flagpoles located at the City Hall complex or other City-owned or City-maintained facilities; and

WHEREAS, the guidelines are set forth in the attached “Flag Flying Policy,” which is hereby made a part of this Resolution; and

WHEREAS, as indicated in the attached, the display of commemorative or organizational flags must be authorized by the City Council and shall constitute government speech.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, that the attached “Flag Flying Policy” is hereby approved and adopted as the official policy of the City with regard to the display of commemorative or organizational flags on a City flagpole located at the City Hall complex or at other City-owned or City-maintained facilities.

BE IT FURTHER RESOLVED, that the attached “Flag Flying Policy” shall remain operative and in effect until such time as the Council takes further action to amend or rescind said policy.

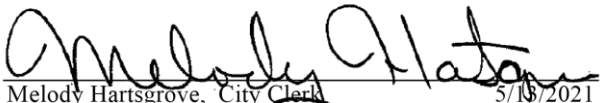
BE IT FURTHER RESOLVED, that a certified copy of this Resolution shall be provided to each of the following:

- a. Donna M. Vieiro, City Manager;
- b. Michael J. Manzella, Deputy City Manager; and
- c. Frederick C. Raffetto, Esq., Municipal Attorney.

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

RESOLUTION NO. 2021-240 which was finally adopted by the City Council at a meeting held on the 12th day of May, 2021

CERTIFIED BY ME THIS 14th DAY OF May, 2021.



Melody Hartsgrove, City Clerk 5/18/2021

MELODY HARTSGROVE
CITY CLERK



City of Asbury Park Flag Flying Policy

I. Purpose.

- A. The City of Asbury Park (the “City”) hereby establishes the following guidelines regarding the display of Commemorative or Organizational Flags on a City flagpole located at the City Hall, or City-owned or City-maintained facilities.
- B. In adopting this Policy, the City Council declares that flagpoles owned or maintained by the City are not intended to serve as a forum for free expression by the public, but rather as a non-public forum for the display of Commemorative or Organizational Flags authorized by the City Council as an expression of the City Council's official sentiments which shall constitute government speech.

II. Policy.

- A. As expression of the City’s official government speech, the City Council may authorize the display of a Commemorative or Organizational Flag at the flagpole(s) located at the City Hall or other City-owned or City-maintained facilities.
- B. The City Council shall only consider a request to display a Commemorative or Organizational Flag if a majority of the City Council members agrees to place the issue on the agenda for a regular or special City Council meeting. Further procedural requirements are outlined in Section III.
- C. At a noticed and agendized City Council meeting, a majority of Council members would need to adopt a Resolution to authorize the flying of the Commemorative or Organizational Flag.
- D. Each Commemorative or Organizational Flag cannot be flown more than once per year and will be displayed for a period of time that is reasonable or customary for the duration of the event or for a period of one month, as appropriate
- E. Commemorative and Organizational flags must be temporarily donated for the City’s use and be clean, without holes and tears, and be made of an all-weather fabric. The City will not be responsible for the condition of the Commemorative or Organizational Flag once flown and may dispose of any such flag not picked up within thirty (30) days after it has been flown. Flags cannot be larger than 4ft x 6ft. The City will not purchase the Commemorative or Organizational Flags.

- F. All Commemorative and Organizational flags must be smaller in size than the American Flag that is displayed at City Hall, and shall be displayed on a separate flagpole from that on which the American Flag is displayed.
- G. When the American Flag is at half mast, the Commemorative or Organizational Flag will also be flown at half-staff.

III. Procedure.

- A. An individual or group who would like to request a Commemorative or Organizational Flag to be approved by the City Council should make a request to the City Manager. The City Manager shall distribute any requests made by the public to all members of the City Council. All requests will then be placed on an agenda for a regular or special City Council meeting and the request will be considered by the City Council pursuant to Section II.
- B. The City Council will only display Commemorative or Organizational flags that it approves as its own government speech.
- C. Flags will be flown according to the U.S. Flag Code.



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 12, 2021
RESOLUTION SUMMARY

2021-241

Resolution Appointing Members to The Rent Leveling Board



RESOLUTION NO. 2021-241

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

RESOLUTION APPOINTING MEMBERS TO THE RENT LEVELING BOARD

WHEREAS, on March 10, 2021, the Mayor and Council of the City of Asbury Park (the “City”) adopted Ordinance No. 2021-5, entitled as follows: “An Ordinance Establishing A Rent Leveling Board As Well As Rules That Regulate The Price Of Rent And Rate Of Rent Increase For Certain Rental Housing Within The City Of Asbury Park, And Amending And Supplementing The Code Of The City Of Asbury Park To Establish A New Chapter 15 Thereof, Which Shall Be Entitled ‘Rent Leveling Regulations’” (also referenced as the “Ordinance”); and

WHEREAS, the Ordinance will become effective on June 1, 2021; and

WHEREAS, among other things, the Ordinance establishes a Rent Leveling Board (the “Board”) that shall be composed of seven (7) regular members, which Board shall have certain powers and duties as set forth in the Ordinance; and

WHEREAS, the Mayor and Council wish to appoint the individuals identified below to serve as regular members of the Board for initial terms to be determined by subsequent Resolution of the Mayor and Council.

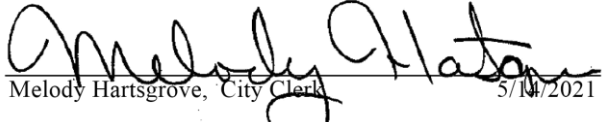
NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, as follows:

1. That, effective as of June 1, 2021, the following tenants are hereby appointed to serve as regular members of the Rent Leveling Board:
 - **Ladina Alls**; and
 - **Alyson Guida**.
2. That, effective as of June 1, 2021, the following landlords are hereby appointed to serve as regular members of the Rent Leveling Board:
 - **Peter Siegel**; and
 - **Mark Hadnett**.

3. That, effective as of June 1, 2021, the following other residents and/or property owners of the City of Asbury Park are hereby appointed to serve as regular members of the Rent Leveling Board:
 - Jessie Ricks;
 - Christian Hubert; and
 - Derek Minno Bloom.
4. That the specific terms of the appointees referenced above shall be determined by separate Resolution of the Mayor and Council prior to June 1, 2021, with said initial terms to be consistent with the requirements of the Ordinance.
5. That, following appointment, should the status of any of the appointees change such that they are no longer a tenant, landlord or resident/property owner of Asbury Park, as the case may be, then the appointee(s) must notify the City Clerk immediately. In such cases, their appointment(s) to serve on the Board shall cease and a replacement member shall be appointed by the Mayor and Council to fill the vacancy.
6. That a certified copy of this Resolution shall be provided to each of the following:
 - a. Each Appointee referenced above;
 - b. Donna M. Vieiro, City Manager;
 - c. Michael J. Manzella, Deputy City Manager; and
 - d. Frederick C. Raffetto, Esq., Municipal Attorney.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-241 which was finally adopted by the City Council at a meeting held on the 12th day of May, 2021

CERTIFIED BY ME THIS 14th DAY OF May, 2021.


 Melody Hartsgrove, City Clerk 5/14/2021

MELODY HARTSGROVE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2021-18**

**ORDINANCE OF THE CITY OF ASBURY PARK AUTHORIZING THE AMENDMENT
TO CERTAIN FINANCIAL AGREEMENTS WITHIN THE CITY**

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 of Asbury Park (the “**City**”) has elected to exercise these redevelopment entity powers directly, as permitted by Section 4 of the Act; and

WHEREAS, under the provisions of the *Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq.* (the “**LTTE Law**”), the City entered into various Financial Agreements which provide for payments in lieu of taxes on redevelopment projects with: (i) Griffin Urban Renewal, LLC, for the property located at Block 3101, Lot 5, in the City (the “**Griffin Property**”) in the Central Business District Redevelopment Area (the “**Griffin Project**”); (ii) Paramount Homes at Asbury Beach Urban Renewal, L.L.C., for the property located at Block 4202, Lots 1-8 in the City (the “**Paramount Property**”, in the Waterfront Redevelopment Area (the “**Paramount Project**”); and (iii) St. James Urban Renewal Associates, LLC, for the property located at Block 3207 Lots 1-3 (the “**St. James Property**”, together with the Griffin Property and the Paramount Property, the “**Properties**”), in the Waterfront Redevelopment Area (the “**St. James Project**”, together with the Griffin Project and the Paramount Project, (the “**Projects**”); and

WHEREAS, the Financial Agreements for each of the Projects contemplated the Projects, in part or in full would have for sale condominium units (each a Unit as defined under each Financial Agreement) to be sold to Unit Purchasers (as such term is defined in each Financial Agreement) ; and

WHEREAS, the Financial Agreements for the Projects as currently contemplated can cause the unintended consequence that the Unit Purchaser’s Annual Service Charge and administrative fee payable to the City may be in excess of the ad valorem taxation that would be otherwise charged on such Unit absent the financial agreement; and

WHEREAS, the City desires to, provide relief to the Unit Purchasers by making the maximum amount of the Annual Service Charge together with the administrative fee payable to the City for any Unit Purchaser be equal to the amount that the Unit Purchaser would be

otherwise required to pay in ad valorem taxes in any given year (beginning tax year 2021 and ending upon the respective PILOT term of each unit).

NOW THEREFORE BE IT ORDAINED by the Municipal Council of the City of Asbury Park, in the County of Monmouth, New Jersey as follows:

I. GENERAL

The aforementioned recitals are incorporated herein as though fully set forth at length.

II. AMENDMENT OF THE FINANCIAL AGREEMENTS FOR THE PROJECTS TO PROVIDE THAT ANNUAL PAYMENTS NOT EXCEED AD VALOREM TAXES THAT WOULD OTHERWISE BE CHARGED ABSENT THE FINANCIAL AGREEMENT.

(a) Beginning in tax year 2021 and ending upon the respective PILOT term of each individual unit, no Unit Purchaser shall pay an Annual Service Charge together with the administrative fee as part of a Financial Agreement, an amount greater than would otherwise be paid in ad valorem taxes for that Unit in any given year. Any and all provisions contained in Financial Agreements for the Projects which are inconsistent with this Ordinance are hereby amended to reflect that payments made shall be the lesser of either the amount specified in the Financial Agreement or the applicable ad valorem taxes which would otherwise be due.

(b) The City recognizes that State statute (N.J.S.A 54:3-21b) prescribes as follows: “No taxpayer or taxing district shall be entitled to appeal either an assessment or an exemption or both that is based on a financial agreement subject to the provisions of the ‘Long Term Tax Exemption Law’ under the appeals process set forth in subsection a. of this section”

(c) The City’s Chief Financial Officer, Tax Assessor and/or Tax Collector, or their designees, are hereby authorized to take any and all actions necessary to effectuate this Ordinance.

(d) The Mayor and/or his designee is hereby authorized to take any and all action necessary to effectuate this Ordinance.

(e) This amendment shall not be retroactive for any year prior to 2021.

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. AVAILABILITY OF THE ORDINANCE

A copy of this Ordinance shall be available for public inspection at the offices of the City.

V. EFFECTIVE DATE

This Ordinance shall take effect according to law.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2021-18 which was finally adopted by the City Council at a meeting held on the 26th day of May, 2021

MELODY HARTSGROVE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2021-19**

**ORDINANCE OF THE CITY OF ASBURY PARK AMENDING TRAFFIC AND
PARKING REGULATIONS (CHAPTER VII) DESIGNATING WATERFRONT
PARKING FOR ELECTRIC OR PLUG-IN HYBRID VEHICLES**

WHEREAS, the City of Asbury Park (the “City”) has previously established certain traffic regulations concerning electric vehicle parking within the City; and

WHEREAS, since the adoption of the previous regulations, Greenspot JC, LLC, which was awarded a contract by the City to install EV charging stations and operate an EV car sharing service in the City, was awarded a grant from the NJ Department of Environmental Protection to install eight (8) dual-port electric vehicle chargers; and

WHEREAS, the installation of eight (8) dual-port electric vehicle chargers would result in the ability to provide electric vehicle charging for an additional four (4) parking spaces in the City; and

WHEREAS, it is the intention of the Mayor and Council that the revisions set forth herein shall supplement the Traffic Control Regulations contained within the Chapter VII, entitled “Traffic,” of the “Code of the City of Asbury Park, New Jersey,” accordingly.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, that the amended parking regulations are hereby approved and adopted for use within the City of Asbury Park, and that Chapter VII, entitled “Traffic,” of the “Code of the City of Asbury Park, New Jersey,” is hereby amended as follows:

7-43 PARKING FOR ELECTRIC OR PLUG-IN HYBRID VEHICLES.

7-43.2 Electric Vehicle Charging Area.

No person shall park a vehicle upon any of the streets or parts thereof listed below except an electric or hybrid plug-in vehicle.

<i>Name of Street</i>	<i>Side</i>	<i>Location</i>
Sunset Avenue	South	Beginning at a point 25 feet from the westerly curbline of Webb Street and continuing 70 feet westerly therefrom (total of 6 parking spaces)
Seventh Avenue	North	Beginning at a point 35 feet from the easterly

		curbline of Kingsley Street and continuing 52 feet easterly therefrom (total of 4 parking spaces)
Mattison Avenue	North	Beginning at a point 25 feet from the westerly curbline of Bond Street and continuing 100 feet westerly therefrom (total of 4 spaces)
Springwood Avenue	North	Beginning at a point 25 feet from the easterly curbline of Union Avenue and continuing 150 feet easterly therefrom (total of 6 spaces)

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2021-19 which was finally adopted by the City Council at a meeting held on the 26th day of May, 2021

MELODY HARTSGROVE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2021-20**

**AN ORDINANCE AMENDING VARIOUS SECTIONS OF CHAPTER XXX, ENTITLED
“LAND DEVELOPMENT REGULATIONS,” OF THE CODE OF THE CITY OF
ASBURY PARK, NEW JERSEY.**

WHEREAS, the Asbury Park Planning Board (the “Planning Board”) adopted a Master Plan & Master Plan Reexamination Report in December 2017 that includes land use and housing objectives and recommendations; and

WHEREAS, the Master Plan & Master Plan Reexamination Report recommended certain revisions to the Code of the City of Asbury Park (the “City Code”) regarding, among other things, landscaping, lighting, fences, and signs; and

WHEREAS, the City of Asbury Park (the “City”) retained the Planning firm of Clark Caton Hintz to work on the recommended revisions to the City Code with the Master Plan and Zoning subcommittee (the “Committee”) comprised of members of the Planning Board, the Zoning Board of Adjustment, the Governing Body and staff of the Department of Planning and Redevelopment; and

WHEREAS, the Committee and the Planning Board have recommended the adoption of certain amendments (collectively referenced as the “proposed amendments”) to the City’s existing Land Development Regulations, as contained in Chapter XXX of the City Code, as set forth in the attached Exhibits; and

WHEREAS, on August 12, 2020, the Mayor and Council authorized the referral of the proposed amendments to the Planning Board pursuant to the New Jersey Municipal Land Use Law, specifically N.J.S.A. 40:55D-26; and

WHEREAS, the Planning Board conducted public hearings on the proposed amendments on October 5, 2020 and December 7, 2020; and

WHEREAS, on January 11, 2001, the Planning Board adopted a Resolution finding the proposed amendments to be consistent with the Master Plan and referring the proposed amendments back to the Mayor and Council for further consideration; and

WHEREAS, the Mayor and Council now wish to approve and adopt the proposed amendments (as set forth below and in the attached Exhibits), and to revise the City Code accordingly.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Council of the City of Asbury Park, Monmouth County, State of New Jersey, that Chapter XXX, entitled “Land Development Regulations,” of the City Code is hereby amended in the following respects:

SECTION 1. Section 30-15 (“Definitions”) of the City Code shall be amended in order to incorporate the revisions shown in the attached Exhibit A (additions are shown with underline; deletions are shown with ~~strikeout~~).

SECTION 2. Section 30-61 (“Signs”) of the City Code shall be amended in order to replace the

existing language in its entirety with the language set forth in the attached Exhibit A.

SECTION 3. Section 30-56 (“DESIGN STANDARDS-GENERAL”) of the City Code shall be amended in order to incorporate the revisions shown in the attached Exhibit B (additions are shown with underline; deletions are shown with ~~strikeout~~).

SECTION 4. Section 30-56.4 (“Lighting”) of the City Code shall be amended in order to incorporate the revisions shown in the attached Exhibit B (additions are shown with underline; deletions are shown with ~~strikeout~~).

SECTION 5. Section 30-57.5 (“Open Space”) of the City Code shall be amended in order to incorporate the revisions shown in the attached Exhibit B (additions are shown with underline; deletions are shown with ~~strikeout~~).

SECTION 6. Sections 30-57.6 (“Parking and Loading Standards”), 30-57.7 (“Signs”), and 30-57.8 (“Fences or Walls”) of the City Code are hereby eliminated in their entirety, and the existing language of those Sections shall be amended in order to incorporate the revisions shown in the attached Exhibit B (additions are shown with underline; deletions are shown with ~~strikeout~~).

SECTION 7. Section 30-57.12 (“Street Tree, Landscape and Planting Requirements”) of the City Code shall be amended in order to incorporate the revisions shown in the attached Exhibit B (additions are shown with underline; deletions are shown with ~~strikeout~~).

SECTION 8. Section 30-63 (“Fences”) of the City Code shall be amended in order to incorporate the revisions shown in the attached Exhibit B (additions are shown with underline; deletions are shown with ~~strikeout~~).

SECTION 9. *Severability.*

If any chapter, section, paragraph, subsection, clause or provision of this ordinance shall be adjudged by the courts to be invalid, such adjudication shall apply only to the chapter, section, paragraph, subsection, clause or provision so adjudged, and the remainder of this ordinance shall be deemed valid and effective.

SECTION 10. *Effective Date.*

This ordinance shall take effect immediately upon its passage and publication in accordance with law, following the required twenty (20) day period after adoption, as set forth in N.J.S.A. 40:69A-181(b).

SECTION 11. *Repealer.*

All ordinances or parts thereof that are inconsistent with this ordinance shall hereby be deemed repealed to the extent of such inconsistency.

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

ORDINANCE NO. 2021-20 which was finally adopted by the City Council at a meeting held on the 9th day of June, 2021

MELODY HARTSGROVE
CITY CLERK

EXHIBIT A

Draft Sign Regulation Update for Asbury Park

Replace/Add the following definitions:

§30-15 DEFINITIONS

ABANDONED OR DISCONTINUED SIGN OR SIGN STRUCTURE - A sign or sign structure whose owner has failed to operate or maintain said sign or sign structure for a period of six months or longer. The following conditions shall be considered as the failure to operate or maintain a sign or sign structure.

A. A sign displaying advertising for a product or service which is no longer available or displaying advertising for a business which is no longer licensed; or

B. A sign which is blank.

LUMINANCE - The amount of light coming from a sign expressed as a measurement of the brightness of a sign face of either the light that is emitted by, or reflected from, the surface of the sign. Luminance is measured in units called "candela" per square meter (cd/m^2) and is informally known as a "nit". One nit = one cd/m^2 .

NIT- Luminance measured in units called candela per square meter (cd/m^2) and informally known as a "nit". One nit = one cd/m^2 .

SIGN - Any device, fixture, placard or structure which uses color, form, graphics, illumination, architectural style or design with text, or writing to advertise, attract attention, announce the purpose of or identify the purpose of any person or entity, or to communicate information of any kind to the public. The term "sign" includes sign structure. The following shall not be considered signs subject to the regulations of this chapter: artwork, holiday or seasonal decorations, cemetery markers, machinery or equipment signs, memorial signs or tablets.

SIGN, ANIMATED - A sign which includes action, motion, or color changes, or the optical illusion of action, motion or color changes, including signs set in motion by movement of the atmosphere, or made up of a series of sections that turn.

SIGN AREA - The total area, as measured in square feet, of a sign surface, including all parts thereof devoted to the background including all borders and trim, computed by bounding the exterior of the sign structure or surface with a series of straight or curved lines tangent thereto. The area of a sign on an awning and signs with letters attached directly to walls or awnings shall be calculated by constructing an imaginary series of straight lines or lines formed, bounded or characterized by curves around the outside of all elements of the sign. Supports that are not part of the sign face and contain no messaging shall not be included in the sign area calculation.

SIGN, AWNING - See "canopy sign."

SIGN, BANDIT - See "snipe sign."

BANNER - Any sign or string of one or more signs, usually made of fabric or other lightweight material, which is used to attract attention, whether or not imprinted with words or characters, including but not limited to balloons and pennants. This includes "feather banners". Flags shall not be considered banners.

BILLBOARD - A sign structure and/or sign utilized for advertising an establishment, an activity, a product, service or entertainment which is sold, produced, manufactured, available or furnished at a place other than on the property on which said sign structure and/or sign is located.

SIGN, BLADE - A type of projecting sign that is mounted perpendicular to the building façade.

SIGN, BUILDING or WALL - Any sign erected, constructed or maintained on a building with the principal support of said sign being that building with its face in a parallel plane with the plane of the building facade or wall, that does not extend above the height of the vertical wall or eaves.

SIGN, CANOPY - Any sign that is a part of or attached to an awning or canopy, i.e., a fabric, plastic or structural protective cover constructed over a door, entrance, window or outdoor service area that is constructed as an integral part of a building.

SIGN, CONSTRUCTION - A temporary, on-premises sign identifying an approved development during the construction phase of a project prior to completion of the work for which permission was granted containing sign copy that is limited to the development activity and identifying the owner/developer, contractors/subcontractors, designers, financiers or sponsors.

SIGN, DIRECTIONAL - A noncommercial on-site sign providing direction or information to pedestrian or vehicular traffic that is related or reasonably necessary to the movement of pedestrian or vehicular traffic on the premises, and not displaying a commercial message (e.g., (entrance," "exit," "caution," "no parking". "one way", "no trespassing," and the like).

SIGN, DOUBLE-FACED - A single sign with copy on both sides of the sign and mounted as a single structure.

SIGN FACE -The part of the sign that is or can be used to identify, display, advertise, communicate information, or for the visual representation, which attracts or intends to attract the attention of the public for any purpose.

SIGN, FLASHING - A sign which permits light to be turned on or off intermittently more frequently than once per minute or any illuminated sign on which such illumination is not kept stationary or constant in intensity and color at all times when such sign is in use, including a LED (light-emitting diode) or digital sign, and changes more frequently than once per minute.

SIGN, FREESTANDING - A sign supported by structures or supports that are placed on or anchored in the ground or at ground level and which are independent of any building or other structure.

SIGN, FUTURE DEVELOPMENT - A sign that functions to advertise the future or proposed development of the premises upon which the sign is erected.

SIGN HEIGHT - The vertical distance measured from ground level nearest the base of the sign to the highest point on the sign.

SIGN, ILLEGAL -Any sign which was unlawfully erected or which has been determined to be in violation of any provision of Article XII of the Asbury Park City Land Development Ordinance.

SIGN, ILLUMINATED - Any sign or portion thereof that is illuminated by artificial light, either from an interior or exterior source, including outline, reflective or phosphorescent light, whether or not the source of light is directly affixed as part of the sign.

SIGN, INCIDENTAL - A sign not exceeding one square foot in size attached to a freestanding sign or affixed to a wall that either:

A. Identifies credit cards accepted by the owner, tenant or occupant of the lot where the incidental sign is located; or

B. Provides an official notice of services required by law or trade affiliation.

SIGN, INTERMITTENT - A sign which permits light to be turned on or off intermittently more frequently than once every 24 hours or which is operated in a way whereby light is turned on or off intermittently more frequently than once every 24 hours, including any illuminated sign on which such illumination is not kept stationary or constant in intensity and color at all times when such sign is in use, including a LED (light-emitting diode) or digital sign, and that varies in intensity or color more frequently than once every 24 hours.

SIGN MAINTENANCE - Replacing, repairing or repainting a portion of a sign structure, or periodically changing copy or renewing copy, which has been made unusable by ordinary wear.

SIGN, NAMEPLATE or OCCUPANT IDENTIFICATION- A sign indicating the name and/or profession or address of a person or persons residing or legally occupying the premises.

SIGN, NONCONFORMING - A sign that was lawfully erected but no longer conforms to the regulations provided in Chapter 30 of the Asbury Park City Land Development Regulations.

SIGN, OFF-PREMISES or OFF-SITE - Any sign relating in its subject matter to commodities, accommodations, services or activities on premises other than the premises on which the sign is located.

SIGN, PERMANENT -Any sign which, when installed, is intended for permanent use. For the purposes of this chapter, any sign with an intended use in excess of six months from the date of installation shall be deemed a permanent sign.

SIGN, PORTABLE -Any sign, banner or poster that is not permanently attached to the ground or structure. For purposes of this chapter, an inflatable sign shall be considered a portable sign.

SIGN, PROJECTING – A sign mounted perpendicular to the building façade.

SIGN, REAL ESTATE - A sign advertising the sale, rental or lease of the premises or part of the premises on which the sign is displayed temporarily.

SIGN, REVOLVING or ROTATING - Any sign that revolves or rotates.

SIGN, ROOF -Any sign erected and constructed wholly on or over the roof of a building which is supported by the roof structure, or any sign that extends in whole or in part above the roofline of a building. For purposes of this definition, "roofline" shall mean the highest continuous horizontal line of a roof. On a sloping roof, the roofline is the principal eave or the highest line common to one or more principal eaves of a roof. On a flat roof, the roofline is the highest continuous line of a roof or parapet, whichever is higher.

SIGN, SAFETY -See "warning sign."

SIGN, SANDWICH BOARD - A temporary, portable, double-faced, freestanding sign in an "A-Frame" configuration and that is supported only by the two panels that also serve to display the message(s), or the legs that serve as the frame for display panels. Such signs shall not include any supporting elements separate from the display panels themselves.

SIGN, SNIPE (BANDIT SIGN) - Any sign tacked, nailed, posted, pasted, glued or otherwise attached to trees, rocks or other natural features, or poles, stakes or fences with the message appearing thereon not applicable to the present use of the premises upon which the sign is located. This shall not include warning signs such as "no trespassing" signs or "no hunting" signs.

SIGN, SPECIAL EVENT - A sign, regardless of its content, providing notice of or direction to an event, gathering, assembly or meeting that is open to the public at large.

SIGN, STATUTORY- A sign required by any statute or regulation of the State of New Jersey or United States.

SIGN, STREET ADDRESS -Any sign denoting the street address of the premises on which it is attached or located.

SIGN STRUCTURE - Any structure which is designed specifically for the purpose of supporting a sign, which has supports or which is capable of supporting a sign. The definition shall include any decorative covers, braces, wires, supports or other components attached to or placed around the sign structure.

SIGN, TEMPORARY -A sign intended for a use not permanent in nature. A sign with an intended use of 60 days or less shall be deemed a temporary sign, unless specified otherwise herein.

SIGN, TRAFFIC CONTROL DEVICE - Any sign located within the right-of-way that functions as a traffic control device and that is described and identified in the Manual on Uniform Traffic Control Devices (MUTCD) and approved by the Federal Highway Administrator as the national standard. A traffic control device sign includes those signs that are classified and defined by their function as regulatory signs (that give notice of traffic laws or regulations), warning signs (that give notice of a situation that might not readily be apparent), and guide signs (that show route designations, directions, distances, services, points of interest, and other geographical, recreational or cultural information).

SIGN, VEHICLE - Any sign or signs where the total sign area covers more than 10 square feet of the vehicle.

SIGN, VIEWPOINT - A sign communicating information or views on matters of public policy or public concern or containing any other noncommercial message, that is otherwise lawful. Viewpoint signs are exempt from content regulations within the scope of protected speech; and any other requirements in conflict with federal and state common law protecting expressive activity and viewpoint communication.

SIGN, WARNING or SAFETY SIGN - A sign that functions to provide a warning of a dangerous condition or situation that might not be readily apparent or that poses a threat of serious injury (e.g., gas line, high voltage, condemned building, etc.) or that functions to provide a warning of a violation of law (e.g., no trespassing, no hunting allowed, etc.).

SIGN, WIND - A sign which uses objects or material fastened in such a manner as to move upon being subjected to pressure by wind, and shall include banners, pennants, ribbons, spinners, streamers or captive balloons; however, the term "wind signs" shall not include flags.

SIGN, WINDOW - Any sign mounted in any fashion on the interior or exterior of the surface of a window.

Delete the following existing definitions:

BANNER

~~shall mean any sign of lightweight fabric or similar material that is mounted on a pole, a building, or any other mounting. National flags, State or municipal flags, the official flag of any institution or business, or other officially recognized flags shall not be considered banners.~~

MARQUEE

~~shall mean any permanent roof-like structure located at an entry to an entertainment establishment that projects beyond the building or extends along and projects beyond the wall of a building, generally designed and constructed to provide protection from the weather, and any sign attached to or made part of such structure.~~

SIGN

~~shall mean a name, identification, description, display or illustration which is affixed to or represented directly or indirectly upon a building, structure or piece of land, directing attention to a product, business, service or individual. However, a sign shall not include a display of official, court or public notices, any official traffic control device and shall not include the flag, emblem or insignia of a nation, State, County, municipality or religious group. A sign shall not include a sign located completely within an enclosed building, except if it is visible and directed to be seen from outside the building. Each display surface of the sign shall be considered to be a single sign; except that where two (2) such surfaces of a sign are physically attached, parallel and separated by less than twelve (12) inches, the two (2) surfaces shall be considered a single sign. The sign area shall be measured according to the dimensions of the frame. Where there is no frame, the area shall be defined by a projected, enclosed, four (4) sided (straight sides) geometric shape which most closely outlines the sign.~~

SIGN, ADVERTISING

shall mean a sign, structure, symbol or billboard erected and maintained by an individual or corporation engaged in the sale or rental of space thereon to a clientele upon which space there is displayed advertising copy describing in a wide variety of products or services, which are not produced, assembled, stored or sold from the lot or premises upon which the advertisement is displayed.

SIGN, ANIMATED

shall mean any sign that uses movement or change of lighting to depict action or create a special effect or scene.

SIGN, BUILDING

shall mean any sign attached to any part of a building, as contrasted with a freestanding sign.

SIGN, CANOPY

shall mean any sign that is a part of or attached to an awning, canopy, or other fabric, plastic, or structural protective cover over a door, entrance, window, or outdoor service area. A marquee is not a canopy.

SIGN, CHANGEABLE COPY

shall mean a sign or portion thereof with characters, letters, or illustrations that can be changed or rearranged without altering the face of the surface of the sign. A sign on which the message changes more than eight (8) times per day shall be considered an animated sign and not a changeable sign for purposes of this chapter. A sign on which the only copy that changes is an electronic or mechanical indication of time and/or temperature shall be considered a "time and temperature" portion of a sign and not a changeable copy sign for purposes of this chapter.

SIGN, CONSTRUCTION

shall mean a sign erected on the premises where construction is taking place or approved to take place, indicating the name and contact information of the developer and also may indicate the names of the architects, engineers, landscape architects, contractors or similar artisans, and the owners, financial supporters, sponsors, and similar individuals or firms having a role or interest with respect to the structure or project.

SIGN, FREESTANDING

shall mean any sign supported by structures or supports that are placed on, anchored in, the ground and that are independent from any building or other structure.

SIGN, IDENTIFICATION

shall mean any sign, symbol, trademark, structure or similar device used to identify the occupant of any structure, the product made or the activity being pursued by an individual, business, service, commercial or industrial activity which is displayed upon the lot or premises occupied by a person or entity for the purpose of apprising the public of the location of such enterprise and the type of activity in which it is engaged.

SIGN, INCIDENTAL

shall mean a sign, generally informational, that has a purpose secondary to the use of the property on which it is located, such as "no parking," "entrance," "loading only," and other similar directives. No sign with a commercial message legible from a position off the zone lot on which the sign is located shall be considered incidental.

SIGN, NONCONFORMING

shall mean any sign that does not conform to the requirements of this chapter.

SIGN, PORTABLE

shall mean any sign not permanently attached to the ground or other permanent structure, or a sign designed to be transported, including, but not limited to, signs designed to be transported by means of wheels; signs converted to A- or T-frames; sandwich board signs; balloons used as signs; umbrellas used for advertising; and signs attached to or painted on vehicles parked or visible from the public right-of-way, unless such vehicle is used in the normal day-to-day operations of the business.

SIGN, REAL ESTATE

shall mean a sign pertaining to the lease, rental or sale of the premises, or a portion of the premises on which the sign is located.

SIGN, RESIDENTIAL

shall mean any sign located in a district zoned for residential uses that contains no commercial message except advertising for goods and services legally offered on the premises where the sign is located, if offering such goods or services at such location conforms with all requirements of the Land Development Regulations.

SIGN, ROOF

shall mean any sign erected and constructed wholly on and over the roof of a building, supported by the roof structure.

SIGN, ROOF, INTEGRAL

shall mean any sign erected or constructed as an integral or essentially integral part of a normal roof structure of any design, such that no part of the sign extends vertically above the highest portion of the roof and such that no part of the sign is separated from the rest of the roof by a space of more than six (6) inches.

SIGN, SUSPENDED

shall mean a sign that is suspended from the underside of a horizontal plane surface and is supported by such surface.

SIGN, TEMPORARY

shall mean any sign that is used only temporarily and is not mounted permanently.

SIGN, WALL

~~shall mean any sign attached parallel to, but within six (6) inches of a wall, painted on the wall surface of, or erected and confined within the limits of an outside wall of any building or structure, which is supported by such wall or building, and which displays only one (1) sign surface.~~

SIGN, WINDOW

~~shall mean any sign, pictures, symbol, or combination thereof, designed to communicate information about an activity, business, commodity, event, sale, or service, that is placed inside a window or upon the window panes or glass and is visible from the exterior of the window.~~

Replace the entirety of §30-61 Signs as follows:

§30-61 Signs**§30-61.1 Purpose and Intent**

It is the purpose of this article to promote the public health, safety and general welfare through reasonable, consistent and nondiscriminatory sign standards. The sign regulations in this article are not intended to censor speech or to regulate viewpoints, but instead are intended to regulate the secondary effects of speech, and especially insofar as those secondary effects may adversely affect aesthetics and traffic and pedestrian safety. In order to preserve and enhance the City as a desirable community in which to live and do business, a pleasing, visually attractive environment is of foremost importance. The regulation of signs within the City is a highly contributive means by which to achieve this desired end. These sign regulations have been prepared with the intent of protecting and enhancing the visual character of the City and promoting its continued well-being, and are intended to:

- A. Encourage the effective use of signs as a means of communication in the City;
- B. Maintain and enhance the aesthetic character, both visually and spatially, and the City's ability to attract sources of economic development and growth;
- C. Improve pedestrian and traffic safety;
- D. Minimize the possible adverse effect of signs on nearby public and private property;
- E. Foster the integration of signage with architecture and landscape design;
- F. Lessen the visual clutter that may otherwise be caused by the proliferation, improper placement, illumination, animation, excessive height and excessive size (area) of signs which compete for the attention of pedestrian and vehicular traffic;

- G. Allow signs that are compatible with their surroundings and aid orientation, while precluding the placement of signs that contribute to sign clutter or that conceal or obstruct adjacent land uses or signs;
- H. Encourage and allow signs that are appropriate to the zoning district in which they are located and consistent with the category of use and function to which they pertain;
- I. Curtail the size and number of signs and sign messages to the minimum reasonably necessary to identify a residential or business location and the nature of any such business;
- K. Categorize signs based upon the function that they serve and tailor the regulation of signs based upon their function;
- L. Preclude signs from conflicting with the principal permitted use of the site and adjoining sites;
- M. Regulate signs in a manner so as to not interfere with, obstruct the vision of, or distract motorists, bicyclists or pedestrians;
- N. Except to the extent expressly preempted by State or Federal law, ensure that signs are constructed, installed and maintained in a safe and satisfactory manner, and protect the public from unsafe signs;
- O. Preserve, conserve, protect and enhance the aesthetic quality and scenic beauty of all districts of the City;
- P. Allow for traffic control devices consistent with national and State standards and whose purpose is to promote roadway safety and efficiency by providing for the orderly movement of users on streets and highways, and that notify road users of regulations and provide warning and guidance needed for the safe, uniform and efficient operation of all elements of the traffic stream;
- Q. Protect property values by precluding to the maximum extent possible sign types that create a nuisance to the occupancy or use of other properties as a result of their location, size, height, illumination, brightness or movement;
- R. Protect property values by ensuring that sign types, as well as the number of signs, are in harmony with buildings, neighborhoods and conforming signs in the area;
- S. Regulate the appearance and design of signs in a manner that promotes and enhances the aesthetic character of the City and that compliments the surroundings in recognition of the City's reliance on its surroundings and beautification efforts in retaining economic advantage;
- T. Preserve and enhance the character of the City;
- U. Enable the fair and consistent enforcement of these sign regulations; and
- V. Ensure signs do not alter the function of buildings.

§30-61.2 Permitted Accessory Use

Signs shall be permitted as accessory uses in all zoning districts within the jurisdiction of this ordinance. Signs may be used, erected, maintained, altered, relocated, removed, or demolished only in compliance with the provisions of this section and any and all other ordinances and regulations of the municipality relating to the use, erection, maintenance, alteration, moving, or removal of signs or similar devices. In the event of conflicting regulations, the most restrictive shall apply.

§30-61.3 Prohibited signs

The following signs and sign types are prohibited within the City and shall not be erected. Any lawfully existing permanent sign or sign type that is among the prohibited signs and sign types listed below shall be deemed a nonconforming sign subject to the provisions of §30-61.3

- A. Billboards.
- B. Revolving signs.
- C. Flashing, sparkling or glittering signs or signs having accent lights that flash, sparkle or glitter.
- D. Animated signs.
- E. Wind signs.
- F. Portable signs, except for those specifically permitted (i.e. sandwich board sign).
- G. Roof signs.
- H. Abandoned and discontinued signs.
- I. Snipe signs; bandit signs.
- J. Projecting signs, except as expressly allowed.
- K. Bus bench advertising signs; bus shelter advertising signs that exceed 25% of the area of the vertical face of a bus shelter structure.
- L. Signs that emit smoke, visible vapor or smoke, sound, odor, or visible particles or gaseous matter.
- M. Signs that obstruct, conceal, hide or otherwise obscure from view any official traffic or governmental sign, signal or device.
- N. Signs within a sight triangle.
- O. Signs in the public right-of-way, other than traffic control device signs, warning signs, safety signs, or those specifically permitted, such as a sandwich board sign. Signs placed illegally in such locations shall be subject to removal by the City.

- P. Signs other than a traffic control sign that use the word "stop" or "danger" or present or imply the need or requirement of stopping or the existence of danger, or which copy or imitate any official traffic control device signs, and which are adjacent to the right-of-way of any road, street or highway.
- Q. Signs prohibited by State or Federal law.
- R. Vehicle sign or signs that have a total sign area on any vehicle in excess of 10 square feet, when the vehicle is not regularly used in the conduct of the business or activity advertised on the vehicle, and is visible from a street right-of-way within 100 feet of the vehicle, and is parked for more than five consecutive hours within 100 feet of any street right-of-way. A vehicle shall not be considered "regularly used in the conduct of the business or activity" if the vehicle is used primarily for advertising, or for the purpose of advertising, or for the purpose of providing transportation for owners or employees of the business or activity advertised on the vehicle.
- S. Signs located on real property without the permission of the property owner.
- T. Beacon signs, except as required by Federal or State law.
- U. Intermittent signs.
- V. Signs located, painted or affixed on a bridge, abutment, walls, fences, water tower, storage tower, communications tower, other utility or any accessory structure that are visible from a public street or roadway or from an adjacent residential use.
- W. Signs with changeable copy/graphics that exhibit any one of the following characteristics:
 - (1) Change more frequently than once every 24 hours.
 - (2) Exceed 12 square feet in area.
 - (3) Are accessory to a principal use that is not specifically permitted.
 - (4) Would otherwise constitute a prohibited or nonconforming sign.
 - (5) Transition between messages using scrolling, fading, dissolving, pixilation, zooming, wiping, moving copy or any graphic effect other than an instantaneous static replacement of the message.
 - (6) Contain/exhibit more than a single color of copy/graphics.
 - (7) Contain/exhibit more than a single-color background.
 - (8) Contain/exhibit a background color that is lighter in contrast to the copy/graphics color.
 - (9) Contain/exhibit copy consisting of more than a single font type.
 - (10) Are located in a residential district.
- X. Banners, except in the case of temporary "grand opening" events as regulated herein.

- Y. ~~Signs painted directly on a building.~~ Signs containing a message that states or implies that a property may be used for any purpose not permitted in the zoning district or by duly authorized variance in which said sign is located under the provisions of this Ordinance.
- Z. Public property and rights-of-way. Any sign installed or placed on public property, except in conformance with the requirements of this section, shall be forfeited to the public and subject to removal. In addition to other remedies that may be imposed under this Ordinance, the City shall have the right to recover from the owner or person placing such sign the full costs of removal and disposal of such sign. No sign other than traffic control or similar official governmental signs shall be erected within or project over the right-of-way of any public street or sidewalk, except as hereinafter provided.

§30-61.4 Nonconforming signs.

A nonconforming sign that was lawfully erected may continue to be maintained until the nonconforming sign is substantially damaged or destroyed. Should the structure of a nonconforming sign be removed, the entirety of the sign may be replaced only in conformance with the regulations herein. At such time that the nonconforming sign is substantially damaged or destroyed, the nonconforming sign must either be removed or be brought into conformity with this subsection and with any other applicable law or regulation.

§30-61.5 Exemptions.

- A. A sign, other than a window sign, located entirely inside the premises of a building or enclosed space that is not placed parallel to front window and is not placed within three feet of a window.
- B. A sign on a car, other than a prohibited vehicle sign or signs.
- C. A statutory or municipal sign.
- D. A traffic control device sign.
- E. Any sign not visible from a public street, sidewalk or right-of-way, except that the foregoing does not exempt a sign for a commercial use that is visible from an abutting residential property or use.

§30-61.6 Permits.

- A. Construction permits. It shall be unlawful for any person or business or the person in charge of the business to erect, construct or alter a permanent sign structure whose construction is subject to the New Jersey Uniform Construction Code, without first obtaining such building permit from the City as may be required by the New Jersey Uniform Construction Code. Permit fees, if any, shall be paid in accordance with the

applicable fee schedule. The requirement of a building permit under the New Jersey Uniform Construction Ordinance is separate and independent of the requirement for a sign permit under this article.

B. Sign permits.

- (1) Allowed temporary signs, except for special event signs, of the type described in §30-61.12 of this subsection shall be exempt from sign permitting hereunder. Temporary special event signs shall require a permit.
- (2) Allowed permanent signs of the type described in §30-61.14 of this section shall be exempt from sign permitting hereunder.
- (3) No sign permit shall be issued for the erection of a prohibited sign.
- (4) Unless exempt from permitting as provided in §30-61.14 of this article, no permanent sign shall be erected, altered, relocated, maintained or displayed until a sign permit is obtained from, and the appropriate fee, if any, is paid to, the City.
- (5) A sign lawfully erected under permit may be repainted or have ordinary and customary repairs performed without a new sign permit; however, if such sign is to be structurally altered in any manner, a new sign permit shall be required, and the altered sign must meet all requirements of this article and this chapter.

C. Sign permit application and issuance of sign permit.

- (1) A sign permit application shall be made upon a form provided by the City. The sign permit application is in addition to any building permit application required by the New Jersey Uniform Construction Ordinance. The sign permit application shall be accompanied by plans and specifications drawn to scale, together with any site plan required by this article or this chapter. The applicant shall furnish the following information on or with the sign permit application form:
 - (a) The block, lot and street address of the real property where the sign is proposed to be located.
 - (b) The zoning district for the real property on which the sign will be located.
 - (c) The name, mailing address and telephone number ~~(where available)~~ of the owner(s) of the real property where the sign is proposed to be located.
 - (d) A statement of authorization signed by the owner(s) consenting to the placement of the proposed sign on the real property.
 - (e) The name, mailing address and telephone number of the sign contractor ~~(if known)~~.
 - (f) Type of proposed sign (e.g., wall sign or freestanding sign).
 - (g) The proposed sign area.
 - (h) If the proposed sign is a freestanding sign:

- [1] The height of the proposed freestanding sign.
- [2] The sign area of the freestanding sign and the dimensions utilized to calculate the size.
- [3] The distance between the closest existing freestanding sign and the proposed freestanding sign as measured in each direction along each abutting street or right-of-way.
- [4] The location, height and area of any existing freestanding sign on the same lot where the proposed freestanding sign will be located.
- [5] The front and side yard setbacks for the proposed sign.
- (i) If the proposed sign is an attached sign, building elevation(s), to scale, of the building façade for the building to which the attached sign shall be affixed.
- (j) The number, type, location and surface area for all existing signs on the same lot and/or building on which the sign will be located.
- (k) Whether the proposed sign will be an illuminated or non-illuminated sign.
- (l) For an illuminated sign:
 - [1] Externally illuminated signs shall have details and specifications for the type, model, performance and placement (relative to the sign face) of light fixtures used to illuminate a sign relative to the luminance requirements of §30-61.17
 - [2] Internally or directly illuminated signs (i.e. digital) shall have details and specifications for the type, model and performance relative to the luminance requirements of §30-61.17
- (2) An applicant shall deliver a sign permit application for a permanent sign to the City's Zoning Officer or his or her designee, or such other person as designated by the City. The sign permit application shall be reviewed for a determination of whether the proposed sign meets the applicable requirements of this subsection and any applicable zoning law. The review of the sign permit application shall be completed within 10 business days from the date of receipt of the application, and the application shall be granted or denied within that time frame. In the event that no decision is rendered within 10 business days following submission, the application shall be deemed granted; however, the application shall be deemed denied if the application is for a prohibited sign, and the applicant may appeal to the Board of Adjustment pursuant to the MLUL.

D. Fees.

- (1) Sign permit fees. Every person making an initial application for a sign permit shall pay a sign permit fee to the City at the time of the application. This sign permit fee shall be \$25.00.
- (2) Building permit fees distinguished. The sign permit fee, if any, shall be separate and apart from any required fee for a building permit for the erection of a sign covered by the New Jersey Uniform Construction Code.

E. Conditions.

- (1) Duration of permit. If the work authorized under a sign permit has not been completed within 180 days after the date of issuance, the permit shall become null and void and a new application for a sign permit shall be required.
- (2) Maintenance of signs.
 - (a) All visible portions of a sign and its supporting structure shall be maintained in a safe condition and neat appearance according to the following:
 - [1] If the sign is lighted, all lights shall be maintained in working order and functioning in a safe manner.
 - [2] If the sign is painted, the painted surface shall be kept in good condition.
 - [3] Every sign shall be kept in such manner as to constitute a complete or whole sign.
- (3) Unlawful cutting of trees or shrubs. No person may, for the purpose of increasing or enhancing the visibility of any sign, damage, trim, destroy, or remove any trees, shrubs or other vegetation located:
 - (a) Within the right-of-way of any public street or road, unless the work is done pursuant to the express written authorization of the City or agency having jurisdiction over the streets.
 - (b) On property that is not under the ownership or control of the person doing or responsible for such work, unless the work is done pursuant to the express authorization of the person owning the property where such trees or shrubs are located.

§30-61.7. Revocation of Sign Permit

- A. Causes for Revocation. A permit to erect or maintain a sign may be revoked for any one or more of the following:
 - 1. Whenever the application used in obtaining a permit is knowingly false or misleading.
 - 2. Whenever any of the provisions of this chapter are violated.

3. Whenever a licensed sign structure is not being maintained in a safe, sound and good condition.
- B. Removal of a Sign, Advertising Structure, Space or Wall. When a permit for a sign is revoked, the permittee shall remove the sign, advertising structure or space in accordance with the time specified by the Zoning Officer.
 1. Failure to Remove. Whenever a person fails to remove an advertising structure or space after the expiration date of the removal notice, legal proceeding may be instituted against the person, or the power of removal may be exercised.
 2. City Removal; Costs. Whenever the removal power is exercised for the elimination of a violation, the cost and expense incurred may be charged against the person responsible for it. A bill rendered for the cost of the removal shall bear legal interest charges and collection shall be made accordingly.

§30-61.8 Content neutrality as to sign message (viewpoint).

Notwithstanding anything in this article or this chapter to the contrary, no sign or sign structure shall be subject to any limitation based upon the content (viewpoint) of the message contained on such sign or displayed on such sign structure.

§30-61.9 Substitution of noncommercial speech for commercial speech.

Notwithstanding anything contained in this article or this chapter to the contrary, any sign erected pursuant to the provisions of this article or this chapter with a commercial message may, at the option of the owner, contain a noncommercial message unrelated to the business located on the premises where the sign is erected. The noncommercial message may occupy the entire sign face or any portion thereof. The sign face may be changed from a commercial to a noncommercial message, or from one noncommercial message to another, as frequently as desired by the owner of the sign, provided that the sign is not a prohibited sign or sign type, and provided that the size, height, setback and other dimensional criteria contained in this article and this chapter have been satisfied.

§30-61.10 Setback measurement.

Required setbacks for signs in all zoning districts shall be measured from the property line to the nearest part of the sign. Freestanding signs are only permitted in front yards.

§30-61.11 Double-faced signs.

Double-faced signs shall be permitted in all zoning districts, provided the signs are designed and constructed such that the two sign faces are back to back with a maximum distance of 18

inches between the two sign faces and directionally oriented 180 degrees from each other. The maximum permitted sign area is permitted for each sign face.

§30-61.12 Temporary on-site special event signs.

- A. Temporary on-site special event signs shall be permitted in all districts, provided they have been approved by the Zoning Officer as meeting the following content-neutral criteria:
- (1) The signs are temporary signs for a limited time and frequency, limited to one per event;
 - (2) The signs are for a special event as defined herein (see special event sign);
 - (3) The temporary signs will not exceed 24 square feet in sign area and six feet in height;
 - (4) The temporary signs will not conceal or obstruct adjacent land uses or signs;
 - (5) The temporary signs will not conflict with the principal permitted use of the site or adjoining sites;
 - (6) The temporary signs will not interfere with, obstruct the vision of or distract motorists, bicyclists or pedestrians;
 - (7) The temporary signs will be installed and maintained in a safe manner; ~~and~~
 - (8) The display of temporary signs for a special event shall not begin any earlier than three weeks before the event and shall be removed within two business days after the event.
 - (9) Special events sign displays shall not exceed three per property per calendar year for a maximum duration of two weeks per event.
 - (10) Grand opening signs, a type of special event sign, shall be permitted as follows:
 - (a) For a period not to exceed thirty calendar days
 - (b) Shall not be freestanding
 - (c) Shall have a maximum area of 12 square feet.
- B. Consistent with §30-61.7 of this article, approval or disapproval shall not be based on the content of the message contained (i.e. the viewpoint expressed) on such signs. The Zoning Officer shall render a decision within 10 business days after an application is made for such temporary signs. In the event that no decision is rendered within 10 business days following submission, the application shall be deemed granted; however, the application shall be deemed denied if the application is for a prohibited sign, and the applicant may appeal to the Board of Adjustment. Such a decision shall be deemed an administrative interpretation, and any person adversely affected has the right to appeal the decision to the Board of Adjustment pursuant to the Municipal Land Use Law,

N.J.S.A. 40:550-70; however, the appeal shall be accelerated and shall be heard by the Board of Adjustment and determined within 30 business days after the appeal is filed, pursuant to the Municipal Land Use Law, N.J.S.A. 40:550-70.

§30-61.13 Temporary Special Category Signs

A. Temporary real estate signs permitted in all zones. One non-illuminated, temporary ground sign pertaining to the lease, rental or sale on the same lot or building upon which it is placed and not exceeding nine (9) square feet in area on any one (1) side provided such sign is erected or displayed not less than five (5) feet inside of the property line and shall not be mounted on or attached to trees. This sign must be removed from the premises within seven (7) days after the property is sold or leased. In the case of a building containing three (3) or more dwelling units in a residential zone, a sign as described herein must be removed upon the issuance of certificates of occupancy (CO's) for eighty (80%) percent or more of the dwelling units contained therein. Not more than one (1) such sign shall be permitted for each premises. The maximum duration to display such signs is one year, but this period may be extended via a new application. Such signs shall be exempt from all other provisions of this section.

B. Special Category Signs:

Type	Max Size	Max. Height (feet)	Max. No.	Min. Set-Back	Permit Required	Illumination Permitted	Notes/Supplementary Regulations
Special Category Signs							
Construction Signs for minor or major developments; ground, pole or wall mounted	*40 contiguous square feet	8 feet From grade	1 per street front age	NA	Yes	No	To be placed no sooner than after final approval of the minor or major development project. Such signs must be removed after the issuance of the first temporary or final certificate of occupancy. Must be constructed of a rigid material
Construction Signs for minor or major developments mounted on construction fences	*No more Than 25% in contiguous length of the linear	8 feet from grade or top of fence (which ever is	1 per street front-age	NA	Yes	No	To be placed no sooner than after final approval of the minor or major development project. Such signs must be removed after the issuance of the first temporary or final

	frontage of a construction fence along a street frontage	lower)					certificate of occupancy. May be used only in lieu of a ground, pole or wall mounted construction sign.
Real Estate Signs for minor or major developments: ground, pole or wall mounted.	40 contiguous square feet	8 feet from grade	1 per street frontage	NA	Yes	No	To be placed no sooner than after final approval of the minor or major development project. Must be constructed of a rigid material. Must be removed after the sale, lease or rental of 80% or more of the nonresidential and/or residential units contained therein
Real estate signs for minor or major development: mounted on construction fences	"No more than 25% in contiguous length of the linear frontage of a construction fence along a street frontage.	8 feet from grade or top of fence (whichever is lower)	1 per street frontage	NA	Yes	Yes	To be placed no sooner than after final approval of the minor or major development project. May be used only in lieu of a ground or pole mounted real estate sign. Must be removed after the sale, lease or rental of 80% or more of the nonresidential and/or residential units contained therein.
Building wrap signs for minor or major developments	Shall not extend beyond the exterior building wall Text may not exceed 10% of the area of the sign or 400 square feet, whichever is less, along any street frontage	NA	1 per street frontage	NA	Yes	No	To be placed only after completion of the structural framing of a building Must be removed after completion of the exterior building wall. Building wrap signs shall display a graphic reproduction of the completed building facade located behind the sign
*The combined area of construction signs and real estate signs which are ground, pole or wall mounted shall not exceed 40 square feet along any street frontage. If both sign types are proposed along a street frontage, they shall be combined into a single sign board							

*The combined length of construction signs and real estate signs which are mounted on construction fences shall not exceed 25% of the linear frontage of the construction fence along any street frontage. If both sign types are proposed along a street frontage, they shall be combined to create a single sign.

§30-61.14 Signs Permitted As-of-Right Without Permits

- A. Street address signs. For each lot, residence or business, one street address sign may be displayed. For each residence, the street address sign shall not exceed two square feet in sign area unless required by applicable law. For each business or lot in nonresidential use, the street address sign shall not exceed six square feet in sign area unless required by applicable law.
- B. Nameplate or occupant identification signs. For each residence, business or other occupancy, one nameplate sign may be displayed. Nameplate or occupant identification signs shall not exceed two square feet in sign area.
- C. Directional signs. Noncommercial, on-site directional signs, not exceeding 2.5 square feet in sign area and 3.5 feet in height, shall be allowed on each lot.
- D. Parking space signs. Noncommercial on-site parking space number signs, not exceeding one square foot of sign area, shall be for a noncommercial use having multiple parking spaces on site. One such sign shall be allowed for each parking space.
- E. Temporary viewpoint signs. Viewpoint signs may be freestanding or building-mounted. They are permitted in addition to any other sign permitted herein and shall conform to the following requirements:
 - (1) Viewpoint signs in all zones shall not exceed four square feet each in sign area. Freestanding viewpoint signs shall not exceed three feet in height. Building-mounted viewpoint signs shall not be located as to constitute a roof sign, as defined herein. The total combined sign area of the total array or assemblage of signs upon a premise shall not exceed 24 square feet.
 - (2) The maximum permitted duration for a viewpoint sign is 60 days.
 - (3) Viewpoint signs shall not be illuminated, either directly, indirectly or internally.
 - (4) Viewpoint signs shall not have changeable copy.
 - (5) Any viewpoint sign installed or placed on public property including public rights-of-way, excepting such public property, which the City may designate for such use, shall be forfeited to the public and subject to removal and no viewpoint sign shall be placed upon private property except with the consent of the owner or tenant.
 - (6) Viewpoint signs shall not be constructed, held, installed or erected so as to present a hazard to the safe transit of pedestrian or vehicular traffic, or to impede the free and safe ingress or egress from any premises.
- F. Flagpoles. One flagpole is allowed for each lot. A flagpole shall not exceed 35 feet in height and shall be subject to setbacks for principal buildings/structures in the applicable zones in which it is located.
- G. Flags. For each flagpole, two flags not greater than 15 square feet in sign area each may be displayed.

- H. Warning signs and safety signs. Warning signs and safety signs, not exceeding four square feet in sign area, shall be allowed in all districts.
- I. Temporary garage-yard sale signs. For each lot with a lawful residential use, a temporary garage-yard sale sign may be displayed, subject to the following limitations:
 - (1) Number. One temporary garage-yard sale sign may be displayed.
 - (2) Size and height. A temporary garage-yard sale sign shall not exceed four square feet in sign area and three feet in height.
 - (3) Setback. A temporary garage-yard sale sign shall be set back from any lot line by at least five feet.
 - (4) Duration. A temporary garage-yard sale sign may not be displayed for a period longer than three days three times a year.
- J. Government or government agency signs.
- K. "Private Driveway" signs indicating the private nature of a driveway not exceed two (2) square feet in sign area and limited to no more than one per driveway.
- L. Sandwich Board Signs
 - (1) Shall be permitted in non-residential or mixed-use zones only.
 - (2) Shall only be permitted to advertise retail sales, retail service or restaurant.
 - (3) May be located on a public sidewalk and within a public right-of-way.
 - (4) Shall be limited to one sandwich board sign per business property address.
 - (5) Shall be located in close proximity to the public business entrance.
 - (6) Shall be located in such a manner as to maintain a relatively flat pedestrian passage that is not obstructed and has a minimum clear width of five feet.
 - (7) Shall have no illumination.
 - (8) Shall be no higher than 42 inches above the sidewalk.
 - (9) Sign area shall not exceed five square feet.
 - (10) May have a white board/chalkboard for handwritten changeable messages.

§30-61.15 Signs permitted in residential districts (Permits required)

- A. Signs designating entrance or exits to or from a parking area having five or more parking spaces, limited to one (1) sign for each such exit or entrance, with a maximum of two (2) square feet in sign area for each sign.

- B. Signs designating the identity of a parking area having five or more parking spaces and limited to one sign with a maximum size of six (6) square feet in sign area and a maximum height of four feet.

§30-61.16 Signs permitted in nonresidential districts (Permits required)

- A. Number and Size of Exterior Identification Building Signs. A maximum of two signs are permitted per business. The total sign area for all signs, not including window signs that are otherwise permitted, shall not exceed two square feet per linear foot of street frontage, with a maximum area of 40 square feet.
- B. Rear and Side Wall Signs. No signs shall be permitted on rear or side walls when the wall is within 100 feet of a residential use or residential zone line.
- C. Identification projecting signs (blade signs) may be substituted for identification wall signs, as permitted in paragraph A above, provided that no identification projecting sign shall exceed 12 square feet in area on either side or project more than five feet from the wall to which it is attached.
- D. Signs designating entrance or exits to or from a parking area, limited to one sign for each such exit or entrance, with a maximum of two square feet in sign area for each sign.
- E. Signs designating the identity of a parking area having five or more parking spaces and limited to one sign with a maximum size of six square feet in sign area and a maximum height of four feet.
- F. Signs for multi-use and multi-building developments shall comply with the following regulations:
 - 1. Each such development shall submit a Signing Plan for approval. Such Signing Plan shall include details on:
 - (a) Letter style
 - (b) Lighting
 - (c) Color
 - (d) Construction and materials
 - (e) Height of sign(s)
 - (f) Height above grade or below roofline
 - (g) Locations
 - (h) Standards.
 - 2. The Signing Plan shall be based on an integrated design theme to include all of the elements (a) through (h) above. All of the above elements shall be designed to exhibit harmony and consistency among all signs. All signs shall be integrated with

the architecture and materials of the principal building(s) and the landscape design plan.

3. The total area of all signs, not including window signs that are otherwise permitted, shall not exceed two square feet per linear foot of street frontage, with a maximum area of 40 square feet.
- G. Window Lettering and Window Signs. Window lettering and window signs shall be construed as signs, and are subject to the following restrictions:
1. All window lettering and signs shall be located on, or affixed to, the interior facing side of a window.
 2. The sign area of window lettering and signs includes the lettering and any background upon which it appears.
 3. Permanent Window Lettering and Signs. Sign area shall not exceed twenty (20%) percent of the window area. Any painted area of any window shall be construed as window lettering or signs, whether or not such area actually contains letter or advertising.
 4. Temporary window lettering or signs shall be permitted subject to the following restrictions:
 - a. Shall be removed within thirty (30) days after erection;
 - b. Shall not cover, in the aggregate, more than fifty (50%) percent of the window area, including the area of any permanent window lettering or sign;
 - c. Shall not be illuminated, either directly or indirectly.

§30-61.17 Sign Illumination; Sign Brightness.

A. Requirements for All Illuminated Signs

1. All illuminated signs shall be properly shielded and so located as to prevent glare or blinding effects upon pedestrians, motor vehicle traffic and so as not to cause a nuisance to residents on the premises of their home or on adjacent properties. Upon a finding by the Zoning Officer that a sign creates glare or blinding conditions, the property owner or owner of the sign, as the case may be, shall correct the situation within the period determined by the Zoning Officer. The Zoning Officer may be assisted in such determination by such lighting or visual acuity experts as necessary. Failure to correct the condition or file an appeal within the time specified shall constitute a violation of this Ordinance by the property owner or sign owner, as appropriate.
2. The contrast between the ambient light level of the vehicular cartway closest adjacent to a sign and the illuminance of the sign shall not exceed a ratio of 1:20.

3. Signs shall not be permitted to emit more than fifty percent (50%) of its illumination as the color white or light blue.
4. The level of light being emitted by such sign shall not exceed 0.1 footcandles of luminance from the vertical plane of the sign face at the edge of a vehicular travel lane.
5. Top-mounted fixtures are preferred over any other positioned light fixtures. When top-mounted light fixtures are not feasible for good cause shown, illumination from other positioned light fixtures shall continue to be restricted to the sign area.
6. Visors, baffles, shields or other directional control devices shall be used as necessary to eliminate any spill light and glare from light sources.
7. Illuminated signs shall be turned off between the hours of 10:00 p.m. and 7:00 a.m. the following morning, unless the business or uses advertised are open to the public later than 10:00 p.m. or earlier than 7:00 a.m., in which event any such establishment may keep a sign illuminated during business hours only.

B. Digital Sign Luminance Standards

Digital signs are subject to the general requirements of §30-61.17.A. However, should the Zoning Officer determine that a digital sign is exhibiting glare or blinding characteristics as described in §30-61.17.A.1, testing may be required to assess whether a sign meets the following requirement. After testing, signs that do not meet these requirements will be required to address the recommendations of the Zoning Officer in order to satisfy the following maximum permitted luminance standards:

1. Residential Districts:

- (a) Nighttime sign luminance shall not exceed 50 nits.
- (b) Daytime sign luminance shall not exceed 3,000 nits.

2. Non-Residential Districts

- (a) Nighttime sign luminance shall not exceed 150 nits.
- (b) Daytime sign luminance shall not exceed 3,000 nits.

- C. Digital signs shall have a light sensing mechanism that will automatically adjust the brightness of the display as the natural ambient light conditions change to comply with the limits set forth herein.
- D. Digital Sign Malfunction Protection. Digital signs are susceptible to malfunctions that can affect the display such that segments flash, pulse, increase in brightness and other erratic optical conditions. Therefore, all digital signs shall be equipped with a mechanism that turns off the display completely in the event of a malfunction until the malfunction is repaired.

§30-61.18 Administration and enforcement.

- A. The Zoning Officer shall be the enforcing official.
- B. Whenever a temporary sign is erected or maintained in violation of this article, the Zoning Officer may remove the same at any time without notice.
- C. Whenever a temporary sign is erected or posted on public property in violation of this article, the same shall be considered litter and may be removed at any time.
- D. Whenever a permanent sign is erected or maintained in violation of this article or any other provision of this chapter, or whenever in the opinion of the Zoning Officer any sign becomes unsafe or endangers the safety of a building or premises or the public safety, the Zoning Officer shall send a letter by certified mail to the owner of said sign and/or the owner of the premises on which the sign is located, ordering that such sign be brought into conformance or removed in accordance with the period set by the zoning officer. If the sign is not brought into conformity or removed ~~by the end of the thirty-day period~~, the Zoning Officer may cause the same to be removed at the expense of the owner of the sign and the owner of the premises on which the sign is located.
- E. The City may cause any sign or sign structure to be removed summarily and without written notice at the expense of the owner of the sign and the owner of the premises on which the sign is located, if it is an immediate peril to persons or property by virtue of its construction or moorings.

§30-61.19 Appeals to Board of Adjustment.

Whenever it is alleged that there has been an error in any order, action, decision, determination or requirement by an administrative official in the enforcement and application of any provision contained within this article (including any allegation that an administrative official has failed to act within applicable time frame), the aggrieved party shall file a written appeal with the Board of Adjustment in accordance with the provisions of the Municipal Land Use Law, N.J.S.A. 40:550-70. The appellate decisions of the Board of Adjustment shall be deemed final, subject to judicial review as provided by law.

§30-61.20 Violations and penalties.

Any person, firm or corporation who shall violate, disobey, omit, neglect or refuse to comply with any provision of this article shall be, upon conviction thereof, liable for any penalties.

§30-61.21 Effect on existing permits.

Any permit issued prior to the effective date of the adoption of the sign regulations that comprise this article shall remain valid until the earlier of the date that said permit expires by its own terms or one year after the effective date of the adoption of this article.

§30-61.22 Severability.

- A. Generally; severability where less speech results. If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term or word of this article is declared or held to be invalid or unconstitutional by any court of competent jurisdiction, such declaration or holding shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term or word of this article, even if such severability would result in less speech, whether by subjecting previously exempt signs to this article's permitting requirements, or otherwise.
- B. Severability of provisions pertaining to billboards and other prohibited signs and sign types. Without diminishing or limiting in any way the declaration of severability set forth above or elsewhere in this article, this chapter or in any adopting ordinance, if any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term or word of this article or any other law is declared or held to be unconstitutional or invalid by any court of competent jurisdiction, such declaration or holding shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term or word of this article that pertains to prohibited signs, including, specifically, the prohibition on billboards and those signs and sign types prohibited and not allowed under §30-61.2 of this article.

EXHIBIT B

Design Standards Update for Asbury Park

Replace/Add the following new text:

30-56.4 Exterior Lighting.

Appropriate outdoor lighting shall be provided where necessary for the safety of pedestrians. Outdoor lighting and illuminated signs shall be shielded so that such lighting will not adversely affect abutting property or streets. (2000 Code § 3056.4)

- a. General. Sufficient exterior illumination shall be provided to ensure the safety of persons and security of property between the hours of sunset and sunrise. Lighting shall be designed so as to avoid the creation of hazards to pedestrians, vehicles or nuisances to adjoining property owners or residents. There shall be a preference for lighting that is certified Dark Sky Friendly by the International Dark-Sky Association. The following shall apply to all exterior lighting except for photovoltaic (solar powered) luminaires.
 1. Illumination levels, lamp color, and fixture type shall be coordinated in a consistent approach and shall complement architecture and landscape design.
 2. Lighting shall be designed to provide the greatest degree of legibility of site and building conditions, as perceived by persons entering, occupying and exiting the site by all modes of mobility, through using the lowest possible illumination levels such that sky glow, glare and light trespass are minimized.
 3. All cabling supplying electricity for exterior lighting shall be installed underground that is not building mounted supplied with electricity from cabling.
 4. Lighting fixtures shall be non-glare, full cut-off and fully shielded.
 5. Except for any lighting for security purposes as required by N.J.A.C. 17:16K-10, all lighting for non-residential uses shall be controlled by photoelectric sensors and circuit timers so that lights may be automatically turned off during non-business hours.
 6. The color temperature of exterior light fixtures shall not exceed 2,700 3,000° K. Except for security lighting, all lighting for non-residential uses shall be turned on no earlier than one hour and turned off no later than one hour after established public business hours.
 7. Illumination levels shall not exceed 0.1 foot-candles at the property line.
- b. Specific Requirements for Parking Lots.
 1. Exterior lighting fixtures shall not exceed a maximum height of 14 feet.

2. Lighting fixtures may be attached to a building, provided that such lighting is focused downward and is full cut-off and fully shielded.
3. Illumination Levels. The minimum level of illumination shall be 0.5 foot-candles, the average level of illumination shall not exceed 1.0 foot-candle and maximum illumination shall not exceed the minimum illumination by more than a ratio of 10 to 1. The uniformity of lighting shall not exceed a ratio of maximum to average illumination of 4:1.
4. Parking lot lighting shall also comply with the provisions under 'a' of this subsection.

30-57.5 Open Space.

Inasmuch as open space contributes to the provision of light and air to occupants of a development, reduces density and improves the aesthetics of a development, site plans shall hereafter include designated areas of open space. Open space may be areas of the site left in an undisturbed natural condition, provided such is in keeping with the overall aesthetic integrity of the site plan. Open space may also be provided as landscaped sitting places, plazas and/or lawn areas. The amount of open space to be provided shall be in accordance with the open space ratios required ~~provided~~ in Article VI ~~Schedule 1~~.

30-57.6 Reserved ~~Parking and Loading Standards.~~

30-57.7 Reserved ~~Signs.~~

~~See Section 3061.~~

30-57.8 Reserved ~~Fences or Walls.~~

~~See Section 3063.~~

30-57.12 Street Tree, Landscape and Planting Requirements.

- a. It shall be unlawful to damage, or destroy ~~or remove~~ any street tree in the City. Removal of street trees may be permitted without the approval of the City Asbury Park Environmental Shade Tree Commission. No Certificate of Zoning Compliance for any new building shall be issued unless one (1) or more street trees have been planted in accordance with the provisions of this section and subsection 30-56.3 of the Land Development Ordinance.
- b. An applicant may make a written request that required street tree(s) will be planted within the earlier of six (6) months or sixty (60) days prior to the beginning of the next non-

planting season. The non-planting season for the purpose of this section shall be June 15th to September 15th or any time of the year when the ground is frozen more than three (3) inches below the surface of the soil.

c. Specifications for Street Tree Plantings.

1. Design. Prior to the issuance of a Zoning Permit for the construction of a new building or the approval of a site plan or subdivision application, a plan shall be ~~required~~ submitted ~~which shall~~ showing the location of existing and proposed street trees. Trees shall either be massed at critical points or spaced ~~evenly~~ at regular intervals along the street, or both. When trees are planted at ~~predetermined~~ regular intervals along streets, spacing shall ~~be thirty~~ between 30 and 40 feet on-center, depending on the species of tree(s) to be planted. Where there is an established pattern of street trees, the spacing, anticipated mature size and form of new trees shall be designed to match, to the greatest extent possible, that of the existing street trees.~~depend on tree size as follows:~~

Tree Size Planting Interval

~~Large trees (40' high or higher) 50–60 feet apart~~

~~Medium sized trees (30'–40') 40–50 feet apart~~

~~Small trees (to 30' in height) 30–40 feet apart~~

2. Street Tree Locations. The following requirements are intended to avoid conflicts with public street infrastructure and adjacent site conditions when street trees are installed:
 - a. Trees shall not be planted directly in front of building entrances in order to permit access by emergency services. A tree may be placed in front of an entrance if the sidewalk is at least 15' wide at that point or the distance from the entrance to the tree is at least 12'.
 - b. Trees should not reduce the minimum width of sidewalks free of impediments below five feet 5'.
 - c. The minimum horizontal distance from traffic signs to a tree trunk shall be five feet.
 - d. The minimum distance from a fire hydrant to a tree trunk shall be five feet.
 - e. The minimum distance from a curb cut or driveway to the edge of a tree pit shall be one foot.
 - f. The minimum distance from the corner of a street intersection to the tree trunk shall reflect the required site distance as determined by the City.
 - g. All street tree planting beds shall be contiguous to the street curb. However, variations may be permitted subject discretion of the approving authority.
 - h. Street trees may be planted on either side of sidewalks in lawn areas where there is sufficient room between the property line and the street curb.

3. Tree type Species. Tree ~~type species~~ may vary depending on the overall effect desired, ~~but as a general rule, or~~ all trees shall be of similar type (e.g. open vs. dense foliage) form, and height as the predominant species found in the immediate area, except where it is appropriate to vary the visual or spatial character of trees. to achieve special effects. Exclusive use of one ~~(1)~~ species should be avoided to prevent the spread of pest or disease infestation. Preference shall be given to native, native-adapted and non-invasive species. Selection of tree ~~type species~~ shall be approved by the Planning Board as part of the review of a site plan or subdivision application, or by the Zoning Officer for new construction not requiring development approval from the approving authority appropriate land use Board.
4. Planting specifications Requirements. All trees shall conform to the most recent edition of the American Standard for Nursery Stock (ANSI Z60.1) as promulgated by the American Association of Nurserymen. ~~have~~ The minimum size for street trees shall be a caliper dimension of two and a half to three (3) inches ~~measured six (6) inches from the base of the trunk.~~ Trees shall be nursery grown, of substantially uniform size and shape, and have straight trunks. Trees shall be properly planted and shall be staked, if necessary or required by the Zoning Officer. Provision shall be made by the applicant for regular watering and maintenance until they are established. Dead or dying trees shall be replaced by the applicant during the next planting season.
5. Planting area and planting medium. A prepared planting area shall be provided for each street tree. The planting area shall consist of a prepared soil planting medium and shall conform with the following requirements:
 - a. Street tree planting area, volume and surface cover:
 1. Sidewalks greater than 10 feet in width: five feet wide by 10 feet long and two feet deep, with an exposed planting area of five feet by five feet. The remainder of the tree planting area surface area shall be covered with pervious pavers, permeable pavement, vegetative groundcover or mulch.
 2. Sidewalks less than 10 feet in width: four feet wide by 12 feet long and two feet deep, with an exposed planting area of four feet by six feet. The remainder of the tree planting area surface area shall be covered with pervious pavers, permeable pavement, vegetative groundcover or mulch.
 3. In residential zone districts or where there are especially wide sidewalks, the entire planting area may have the entire surface area open with mulch, lawn or other vegetative groundcover.
 4. In all other areas, a surface treatment, such as permeable pavement, porous pavement, or permeable pavers may be used on top of a portion of the exposed planting area of the tree pit, so long as said treatment is able to adjust with the growth of the tree.

5. Planting Medium. Planting medium shall consist of loam topsoil. Topsoil shall be free from subsoil. Subsoil shall be removed to a depth of one foot or more if subsoil is encountered. Topsoil shall be of uniform quality, free from hard clods, stiff clay, hardpan, sods, particularly disintegrated stone, lime, cement, ashes, slag, concrete, tar residues, tarred paper, boards, chips, sticks or any other undesirable material. Topsoil shall meet the following requirements:

- a. Organic Matter. Backfill shall contain between 5%-12% organic matter.
- b. pH. The pH shall be in the range of 6.0 to 7.0 inclusive, unless otherwise approved.
- c. Soil Textural Analysis. Topsoil shall consist of the following percentages of sand, silt and clay:

Rocks, Stone and Gravel (>2.0 mm) <5%

Sand (0.05-2 mm) 40%-60%

Silt (0.002-0.05 mm) 20%-50%

Clay (<0.002 mm) 20% Max.

d. Planting Requirements for Urban Conditions for Paved Areas

1. Applicability. These requirements shall apply to areas within sites where at least ~~more than~~ fifty (50%) percent of the ground surface is proposed to be covered with impervious surfaces paved and/or where pedestrian traffic is too intense to allow grass to grow.
2. Root zone size requirements. ~~At the time of planting, A prepared root zone shall be provided for shade, ornamental and evergreen trees at a minimum diameter width equal to two one (2) square feet foot for every five (5) feet of canopy width projected for the tree at maturity five times the diameter of the root ball.~~
3. Soil mixture. The soil mixture for trees and shrubs planted in paved areas such as court yards and parking areas ~~under the applicable conditions described herein shall contain not less than fifty (50%) percent porous aggregate such as an expanded slate material. Sufficient loam and organic material shall be included in the mixture to sustain plain nutrients and protect against chemical changes within the soil.~~ utilize a structural soil that supports pavements while allowing air and water to move thorough the planting medium, such as CU soil or a soil cell system, such as Silva Cells.
4. Drainage requirements. Where structural soil or soil cells are used, a drainage system consisting of horizontally laid three (3) inch minimum diameter perforated pvc pipe shall be installed at least thirty-six (36) inches below the ground surface on each side of the prepared root zone. The pipe shall be laid at a minimum slope of 0.5% and maximum slope of 2.0%, with perforations facing upward on a three (3) inch layer of crushed stone and shall be covered by a fiber mat to allow water percolation without siltation. Where the

horizontal pipes intersect there shall be a vertical perforated pvc pipe of the same diameter extending to the ground surface in order to provide aeration and a mechanism for deep watering.

5. Surface material. The surface area over the prepared root zone in non-structural areas such as yards and buffers, shall be covered with organic mulch. In areas with pedestrian traffic such as courtyards, the surface over the prepared root zone shall be covered with either a monolithic pervious pavement, open jointed pavers or metal air vent grates to prevent soil compaction and to permit penetration of air and water. ~~Where possible, the surface material shall have a diameter equal to one-half (1/2) the mature height of the species being planted, but shall not be less than the area of the prepared root zone as is required in this chapter.~~

30-63 Fences.

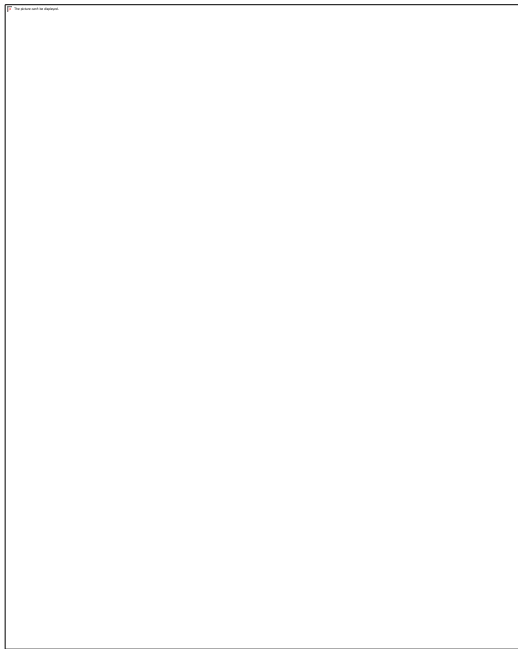
No fence shall be erected in the City except upon issuance of a Zoning Permit certifying compliance with the following requirements. (2000 Code § 3063)

30-63.1 General Regulations on Fences and Walls.

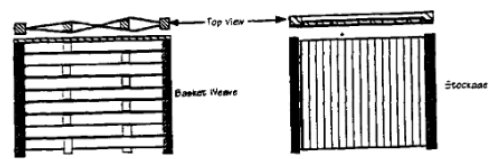
- a. Sightlines. Fences at all street intersections shall not be constructed to limit or obscure sight distance within the sight triangle of any street intersection ~~conform to the sightline preservation regulations as now or hereafter established by the Monmouth County Department of Public Works and Engineering.~~
- b. Vegetative Barriers. Hedges and other landscaping shall not exceed four (4) feet in height between any building facade facing a public street and the streetline. For corner lots, a vegetative barrier, hedge or other landscaping is permitted in accordance with 30-63.3.c. ~~be exempt from the height limitations of this section but~~ In all cases, such landscaping shall not be located so as to conflict with paragraph a. above.
- c. "Good Neighbor" Provision. Any fence type that has only one (1) finished side shall be erected so that the finished side faces the street or any adjacent property.
- d. Types of Fences Prohibited. No fence shall be constructed with barbed wire, razor wire, metal spikes other than decorative wrought iron style fences. Canvass or cloth fences, electrically charged fences, temporary fences except when used around construction sites, or expandable/collapsible fences shall be prohibited.
- e. Maintenance. Every fence shall be erected in a professional, workmanlike manner and maintained in a safe, sound upright condition. Every fence shall be uniform in color and appearance. Posts shall be uniform in height where possible according to the topography and metal posts shall be capped.
- f. Drainage. Retaining walls shall be designed and constructed so as not to block the flow of surface water and to permit adequate drainage.

30-63.21 Type of Fences Permitted.

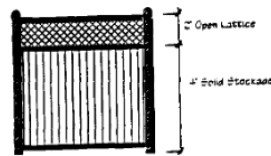
Any fence erected on or after the effective date of this section shall be one of the following fence types, or equivalent thereto in the discretion of the Zoning Officer. (2000 Code § 3063.1; Ord. No. 201552, Ex. B)



Solid Fences



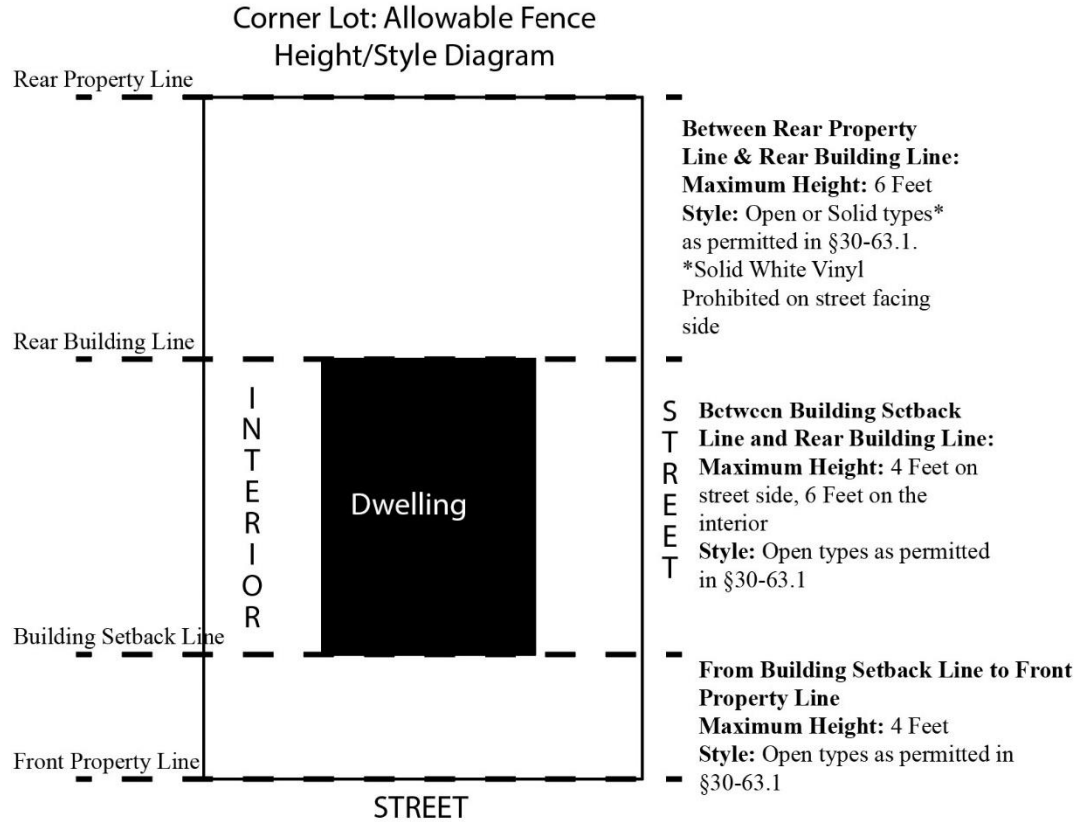
Composite Fence



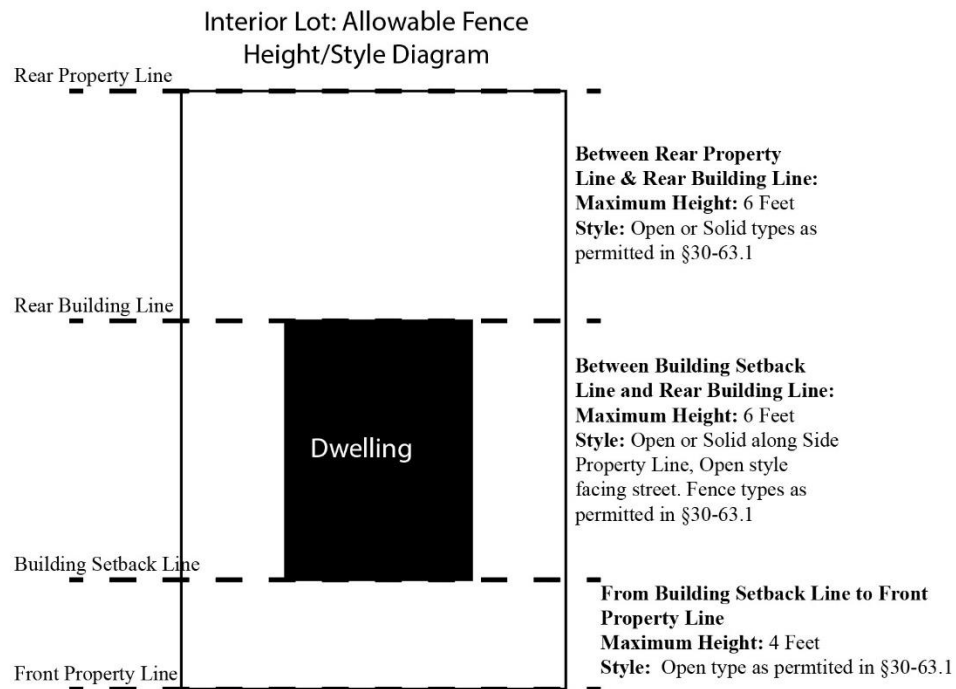
30-63.32 Maximum Height and Location.

- ~~Any fence or wall shall be located at least one (1) foot removed from the nearest edge of the property line. Fences are prohibited from being located within the public right-of-way. Any fence erected within a City street public right-of-way shall be removed by the property owner if its removal is required by the City.~~
- In all zones, no fence or wall, of more than four (4) feet in height shall be erected between any building facade facing a public street and the streetline, except that for properties with frontage on two (2) parallel streets, a fence up to six (6) feet tall may be placed along the rear property line.
- ~~The maximum height for any fence or wall on a property shall be six (6) feet, except as provided for in Subsection b. above~~Fences on Corner Lots: Properties with frontage on two perpendicular streets are permitted to have a fence up to six feet in height along the property line that is coterminous with the street that faces the side of the principal building.

The extent to which a fence may exceed four feet (and extend up to six feet) is limited to an area between the rear property line and a point created by a line starting from the rear building wall that is extended in parallel with the rear building wall to intersect with the street right-of-way. The maximum heights and for fences on corner lots is depicted below.



d. Fencing for interior lots shall comply with maximum heights and styles shown below.



- e. Chain link, and solid fencing is prohibited for all street facing fences excluding alleys unless otherwise permitted by paragraph c above.
- f. The maximum height for any fence or wall on a property shall be six (6) feet.
- g. All fences shall be installed at least one (1) foot from any public street right-of-way, except alleys.



**Asbury Park, New Jersey
ORDINANCE NO. 2021-21**

**AN ORDINANCE AMENDING VARIOUS SECTIONS OF CHAPTER XXX, ENTITLED
“LAND DEVELOPMENT REGULATIONS,” OF THE CODE OF THE CITY OF
ASBURY PARK, NEW JERSEY AND AMENDING THE OFFICIAL ZONING MAP**

WHEREAS, the Asbury Park Planning Board (the “Planning Board”) adopted a Master Plan & Master Plan Reexamination Report in December 2017 that includes Land Use and Housing Objectives and recommendations; and

WHEREAS, the Master Plan & Master Plan Reexamination Report recommended certain revisions to the Sections 30-15 (“Definitions”); Section 30-59 (“Off Street Parking Requirements”); Section 30-64 (“Draft Community Design Standards”); 30-66 (“Zone Districts”); 30-67 (“Schedule of Zone District Area, Yard and Building Requirements”); 30-68 (“Supplementary Zone District Regulations”); 30-70 (“Use Regulations -Residential Districts”); 30-71 (“Use Regulations -Nonresidential Districts”); 30-72 (“Public Land - P1, P2 AND P4 Districts”); 30-73 (“Supplemental Use Regulations”); 30-75 (“Accessory Uses and Structures”); and 30-76 (“Regulations Governing Conditional Use”)

WHEREAS, the City of Asbury Park (the “City”) retained the Planning firm of Clark Caton Hintz to work on the recommended amendments with the Master Plan and Zoning subcommittee (the “Committee”) comprised of members of the Planning Board, the Zoning Board of Adjustment, the Governing Body and staff of the Department of Planning and Redevelopment; and

WHEREAS, the Committee and the Planning Board have recommended the adoption of certain amendments to the City’s existing Land Development Regulations, as contained in Chapter XXX of the Code of the City of Asbury Park (the “City Code”), as set forth in the attached Exhibit A; and

WHEREAS, the City’s Department of Planning and Redevelopment prepared an updated Zoning Map relating to the Zoning Districts which reflects and incorporates the new zoning classifications as referenced above in the attached Exhibit B; and

WHEREAS, on August 12, 2020, the Mayor and Council authorized the referral of the proposed amendments and amended map to the Planning Board pursuant to the New Jersey Municipal Land Use Law, specifically N.J.S.A. 40:55D-26; and

WHEREAS, the Planning Board conducted public hearings on the proposed amendments and amended map on February 22 2021; and

WHEREAS, on February 22, 2001, the Planning Board adopted a Resolution finding the proposed amendments to be consistent with the Master Plan and referring the proposed amendments back to the Mayor and Council for further consideration; and

WHEREAS, the Mayor and Council now wish to approve and adopt the proposed amendments (as set forth in the attached Exhibit A), and to revise the City Code accordingly; and

WHEREAS, it is also the desire of the Mayor and Council to adopt the attached updated and amended Zoning Map (Exhibit B) so that it shall now represent the Official Zoning Map of the City pursuant to Section 30-66.2 of the Code of the City of Asbury Park and N.J.S.A. 40:55D-32.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Council of the City of Asbury Park, Monmouth County, State of New Jersey, that Chapter XXX, entitled “Land Development Regulations,” of the City Code is hereby amended in the following respects:

SECTION 1. Section 30-15 (“Definitions”), shall be amended in order to incorporate the revisions shown in the attached Exhibit A (additions are shown with underline; deletions are shown with ~~strikeout~~).

SECTION 2. Section 30-64 (“Draft Community Design Standards”) shall be amended in order to incorporate the revisions) shown in the attached Exhibit A (additions are shown with underline; deletions are shown with ~~strikeout~~).

SECTION 3. Section 30-59 (“Off Street Parking Requirements”) shall be amended in order to incorporate the revisions) shown in the attached Exhibit A (additions are shown with underline; deletions are shown with ~~strikeout~~).

SECTION 4. Section 30-15 30-66 (“Zone Districts”) shall be amended in order to incorporate the revisions shown in attached Exhibit A. (additions are shown with underline; deletions are shown with ~~strikeout~~).

SECTION 5. Section 30-67 (“Schedule of Zone District Area, Yard and Building Requirements”) shall be amended in order to incorporate the revisions shown in attached Exhibit A. (additions are shown with underline; deletions are shown with ~~strikeout~~).

SECTION 6. Section 30-68 (“Supplementary Zone District Regulations”) shall be amended in order to incorporate the revisions shown in attached Exhibit A (additions are shown with underline; deletions are shown with ~~strikeout~~).

SECTION 7. 30-70 (“Use Regulations -Residential Districts”) shall be amended in order to incorporate the revisions shown in Exhibit A (additions are shown with underline; deletions are shown with ~~strikeout~~).

SECTION 8. Section 30-71 (“Use Regulations-Nonresidential Districts”) shall be amended in order to incorporate the revisions shown in Exhibit A (additions are shown with underline; deletions are shown with ~~strikeout~~).

SECTION 9. Section 30-72 (“Public Land - P1, P2 AND P4 Districts”) shall be eliminated in its entirety and listed as “Reserved”.

SECTION 10. Section 30-73 (“Supplemental Use Regulations”) shall be amended in order to incorporate the revisions shown in attached Exhibit A (additions are shown with underline; deletions are shown with ~~strikeout~~).

SECTION 11. Section 30-75 (“Accessory Uses and Structures”) shall be amended in order to incorporate the revisions shown in the attached Exhibit A (additions are shown with underline; deletions are shown with ~~strikeout~~).

SECTION 12. Section 30-76 (“Regulations Governing Conditional Use”) shall be amended in order to incorporate the revisions shown in the attached Exhibit A (additions are shown with underline; deletions are shown with ~~strikeout~~).

SECTION 13. In accordance with N.J.S.A. 40:55D-32 and Section 30-66.2 of the Code of the City of Asbury Park, the City hereby approves and adopts the amended and updated Zoning Map which is attached hereto as Exhibit “B,” as prepared by the Department of Planning and Redevelopment and dated March 2021 to represent the Official Zoning Map of the City of Asbury Park

SECTION 14. Severability. If any chapter, section, paragraph, subsection, clause or provision of this ordinance shall be adjudged by the courts to be invalid, such adjudication shall apply only to the chapter, section, paragraph, subsection, clause or provision so adjudged, and the remainder of this ordinance shall be deemed valid and effective.

SECTION 15. Effective Date. This ordinance shall take effect immediately upon its passage and publication in accordance with law, following the required twenty (20) day period after adoption, as set forth in N.J.S.A. 40:69A-181(b).

SECTION 16. Repealer. All ordinances or parts thereof that are inconsistent with this ordinance shall hereby be deemed repealed to the extent of such inconsistency.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2021-21 which was finally adopted by the City Council at a meeting held on the 9th day of June, 2021

MELODY HARTSGROVE
CITY CLERK

EXHIBIT A

Draft Definitions Update for Asbury Park

Replace/Add the following new text:

30-15 DEFINITIONS.

For the purpose of this chapter, "lot" shall include "plot," and "building" shall include "structure," and "fence" shall include "wall." Unless the context of use clearly indicates otherwise, the term "shall," "will," and "must" indicate a mandatory requirement, and the term "may" indicates a permissive action. The singular may also mean the plural and person shall also mean other legal entities, in proper context.

Abandoned or discontinued sign or sign structure shall mean a sign or sign structure whose owner has failed to operate or maintain said sign or sign structure for a period of six months or longer. The following conditions shall be considered as the failure to operate or maintain a sign or sign structure.

A. A sign displaying advertising for a product or service which is no longer available or displaying advertising for a business which is no longer licensed; or

B. A sign which is blank.

Abutting County road or drainage facilities shall mean any existing or proposed County road or drainage facility shown on the adopted County Master Plan, Highway Plan, or Official Map, which adjoins or ties within a lot or parcel of land submitted for subdivision or site plan approval.

Accessory building or use shall mean a building or use subordinate to and customarily associated with or incidental to the principal building or use on the same lot. When an accessory building is attached in a substantial manner by a wall or roof to a principal building, it shall be considered a part thereof.

Administrative Officer shall mean the City Planner/Zoning Inspector for the Planning Board, and the City Planner/Zoning Inspector or Zoning Officer for the Zoning Board of Adjustment.

~~*Adult arcade* shall mean an establishment where, for any form of consideration, one (1) or more motion picture projectors, slide projectors, video tape players, or similar machines for viewing by five (5) or fewer persons each are used to show films, motion pictures, video cassettes, slides, or other photographic reproductions that are characterized by an emphasis upon the depiction or description of specified sexual activities or specified anatomical areas.~~

~~*Adult bookstore* shall mean an establishment that has as a substantial portion of its stock in-trade and offers for sale for any form of consideration, any one (1) or more of the following: (1) books, magazines, periodicals, or other printed matter, or photographs, films, motion pictures, video cassettes, slides, or other visual representations that are characterized by an emphasis upon specified sexual activities or specified anatomical areas; or, (2) instruments, devices, or paraphernalia that are designed for use in connection with specified sexual activities.~~

~~Adult cabaret shall mean a nightclub, bar, restaurant, or similar establishment that regularly features live performances characterized by the exposure of specified anatomical areas or by specified sexual activities, or films, motion pictures, video cassettes, slides, or other photographic reproductions, in which a substantial portion of the total presentation time is devoted to the showing of materials characterized by an emphasis upon the depiction or description of specified sexual activities or specified anatomical areas. For the purposes of this chapter, "go-go bars" shall be considered to be adult cabarets.~~

~~Adult motion picture theater shall mean an establishment where, for any form of consideration, films, motion pictures, video cassettes, slides, or similar photographic reproductions are shown, and in which a substantial portion of the total presentation time is devoted to the showing of material characterized by an emphasis on the depiction or description of specified sexual activities or specified anatomical areas.~~

~~Adult theater shall mean a theater, concert hall, auditorium, or similar establishment characterized by activities featuring the exposure of specified anatomical areas or by specified sexual activities featuring the exposure of specified anatomical areas or specified sexual activities.~~

Alley shall mean a minor way which is used primarily for vehicular service access to the back or the side of properties otherwise abutting on a street. An alley, as defined herein, shall not be considered a street for the purposes of compliance with paragraph e. of subsection 30-68.2.

Alteration shall mean a change to the exterior or interior elements of a building or structure so as to affect the amount or arrangement of rooms, corridors and other spaces or to change the nature of their use and/or a change to parking and loading areas and access thereto which affects existing parking layout, circulation, drainage, building arrangements, landscaping, buffering and/or lighting.

Amusements, commercial shall mean an establishment which includes a combination of rides, games of chance, coin-operated amusements and similar devices arranged and intended to provide amusement.

Antiques shall mean objects having special value because of their age and craftsmanship.

Applicant shall mean a developer submitting an application for development.

Application for development shall mean the application form and all accompanying documents required by ordinance for approval of a subdivision plat, site plan, planned development, cluster development, conditional use, zoning variance or direction of the issuance a permit pursuant to subsections 30-21.6 and 30-22.3.

Arcade shall mean an establishment that has more than 20% of its publicly accessible floor area occupied by ~~containing four (4) or more~~ coin operated amusements and similar devices; including video games, pinball machines, juke boxes, pool tables or games of chance.

Automobile junk yard shall mean and describe any business and any place of storage or deposit which displays, or in or upon which there are displayed, two (2) or more unregistered motor vehicles which are unfit for reconditioning for use for highway transportation, or used parts of motor vehicles or material

which has been a part of a motor vehicle, the sum of which parts or material are equal in bulk to two (2) or more motor vehicles.

Automobile repair shall mean a business or person who for compensation engages in repairing, restoring, removing, or installing integral component parts of an engine, power train, chassis, or body of any vehicle.

Automobile storage yard, private shall mean one (1) or more unregistered or disabled vehicles which are stored in the open on private property and not being restored to operating condition.

Average elevation shall mean the elevation of the finished grade at the center of each facade of a building or structure divided by the total number of facades.

Balcony shall mean an uncovered platform, which is attached to a building above the ground level, and which projects no more than four (4) feet from the façade, including railings or architectural ornamentation.

Banner shall mean any sign or string of one or more signs, usually made of fabric or other lightweight material, which is used to attract attention, whether or not imprinted with words or characters, including but not limited to balloons and pennants. This includes "feather banners". Flags shall not be considered banners of lightweight fabric or similar material that is mounted on a pole, a building, or any other mounting. National flags, State or municipal flags, the official flag of any institution or business, or other officially recognized flags shall not be considered banners.

Bar shall mean any premises wherein alcoholic beverages are sold at retail for consumption on the premises, exclusive of establishments otherwise defined herein.

Base flood elevation shall mean the highest elevation, expressed in feet above sea level, of the level of flood waters resulting from a one hundred (100) year storm.

Basement shall mean a space having one-half (1/2) or more of its floor-to-ceiling height above the average elevation of the adjoining ground and with a floor-to-ceiling height of not less than ~~seven~~^{six} and one-half (7⁶ 1/2) feet. A basement shall be counted as a story if used for business, industrial, office or residential purposes.

Beacon shall mean any light with one (1) or more beams directed into the atmosphere or directed at one (1) or more points not on the same property as the light source; also, any light with one (1) or more beams that rotate or move.

~~*Bed and Breakfast* shall mean an owner occupied facility that provides overnight accommodations and a morning meal to transients for compensation. Bed and breakfasts shall only be permitted as a renovation of an existing building; no new construction shall be permitted (although some "minor" additions may be appropriate). The limit of time a guest may stay shall be limited to a maximum of two weeks. Minor additions shall mean no more than one hundred fifty (150) square feet of new floor area and which does not trigger any setback or height variances.~~

Bed and Breakfast Residence means a private, single-family residence that is year-round owner-occupied, which provides overnight lodging for no more than twelve (12) transient guests and

provides only breakfast for registered guests each day. The rented rooms do not contain cooking facilities and do not constitute separate dwelling units.

Berm shall mean an earthen mound planted with grass or other plant material and used for screening one area from another.

Billboard shall mean a sign structure and/or sign utilized for advertising an establishment, an activity, a product, service or entertainment which is sold, produced, manufactured, available or furnished at a place other than on the property on which said sign structure and/or sign is located.

Boarding house shall mean any building, together with any related structure, accessory building, any land appurtenant thereto, and any part thereof, which contains two (2) or more units of dwelling space arranged or intended for single room occupancy, exclusive of any such unit occupied by an owner or operator, and wherein personal or financial services are provided to the residents, including any residential hotel or congregate living arrangement, but excluding any hotel, motel, or established guest house wherein a minimum of eighty-five (85%) percent of the units of dwelling space are offered for limited tenure only.

Board of Adjustment shall mean the Asbury Park Zoning Board of Adjustment.

Brew pub shall mean an establishment licensed to brew any malt alcoholic beverages and in ~~an~~ amounts in accordance with in accordance with the State Alcoholic Beverage Law, not to exceed three thousand (3,000) barrels of thirty-one (31) fluid gallons capacity per year, and operated in conjunction with a restaurant regularly and principally used for the purpose of providing meals to its customers and having adequate kitchen and dining room facilities; ~~located immediately adjoining the premises licensed to brew malt alcoholic beverages as a restricted brewery.~~

Buffer shall mean a portion of a lot or parcel which is devoted to the visual separation of land uses on the same lot or on an adjacent lot. In most instances the buffer will be a strip of plant material, at least five (5) feet wide, massed so as to block or screen views through it.

Building shall mean a combination of materials to form a construction adapted to permanent, temporary, or continuous occupancy and having a roof. This definition shall not be construed to apply to trailers, wagons or any other enclosure supported by a chassis, axles and/or wheels.

Building coverage shall mean the area of a lot or parcel covered by buildings or structures, exclusive of parking areas or other impervious ground covers.

Capital improvement shall mean a governmental construction project or acquisition of equipment or real property.

Cellar shall mean a space with less than one-half (1/2) of its floor-to-ceiling height above the average elevation of the adjoining ground or with a floor-to-ceiling height of less than six and one-half (6 1/2) feet.

Change of use shall mean the use of a building or premises for a purpose different than previously authorized and where one (1) use classification is being changed to another (e.g., one (1) family residential to two (2) family residential, retail sales to retail service, multifamily residential to general office, hotel/motel to multifamily dwelling or rooming/boarding house).

Child day care center shall mean a place of business established for the purpose of providing supervision and care for five (5) or more children five (5) years of age or younger and operated on a regular basis, but not as a residence or domicile.

Church/house of worship shall mean a building or premises, together with any related structure, accessory building, or land appurtenant thereto, and any part thereof in which persons assemble for the purpose of conducting religious worship services and related activities.

Circulation shall mean systems, structures and physical improvements for the movement of people, goods, water, air, sewage or power by such means as streets, highways, railways, waterways, towers, airways, pipes and conduits, and the handling of people and goods by such means as terminals, stations, warehouses, and other storage buildings or transshipment points.

Clubs, social/fraternal organizations shall mean a building or premises together with any related structure, accessory building, or land appurtenant thereto, and any part thereof, in which persons congregate for social or civic purposes and where membership might be required.

Cluster development shall mean an area to be developed as a single entity wherein buildings and structures are arranged in groups, either on separate lots or on a single parcel, so as to provide open space and efficient distribution of roads and utilities according to a preconceived plan.

Commercial message shall mean any sign wording, logo, or other representation that, directly or indirectly, names, advertises, or calls attention to a business, product, service, or other commercial activity.

Common open space shall mean an open space area within or related to a site designated as a development, and dedicated, set aside, reserved or intended for the use or enjoyment of residents and owners of the development. Common open space may contain such complimentary structures, facilities and improvements as are necessary and appropriate for the use or enjoyment of residents and owners of the development, and the general public if so dedicated.

Community residence for the developmentally disabled shall mean any community residential facility licensed by the State of New Jersey pursuant to P.L. 1977, c.448 (C.30:11B-1 et seq.) providing food, shelter and personal guidance, under such supervision as required, to not more than fifteen (15) developmentally disabled or mentally ill persons, not including any person who has been committed after having been found not guilty of a criminal offense by reason of insanity or having been found unfit to be tried on a criminal charge. For the purposes of this chapter, "group homes," "intermediate care facilities," "supervised apartment living arrangements," and "hostels" are considered "community residences for the developmentally disabled."

Community shelter for victims of domestic violence shall mean any shelter approved for a purpose of service, contracted and certified by the State of New Jersey pursuant to P.L. 1979, c.337 (C.30:40-1-14) providing food, shelter, medical care, legal assistance, personal guidance and other services on a temporary basis to not more than fifteen (15) persons who have been victims of domestic violence, including any children of such victims.

Conditional use shall mean a use permitted in a particular zoning district only upon a showing

that such use in a specified location will comply with the conditions and standards for the location or operation of such use as contained in this chapter and upon the issuance of authorization therefor by the Planning Board.

Congregate senior citizen housing shall mean a facility providing independent dwelling units supplemented by congregate meals, housekeeping and support services to persons sixty (60) years of age or older.

Containers, refuse shall mean a large box or container made of metal or similar material and designed to be carried on a flat bed truck or other conveyance and used for the disposal of debris or other materials. For the purposes of this chapter, a "dumpster," including those which are designed to be mechanically emptied by specialized disposal vehicles, are to be considered refuse containers.

Contractor's Yard shall mean any use of premises for the storage of equipment, tools, materials, and vehicles used in the business of a construction contractor or tradesman.

Convenience store shall mean any retail establishment offering for sale prepackaged food products, household items, and other goods commonly associated with the same and having a gross floor area less than three thousand (3,000) square feet.

County Master Plan shall mean a composite of the plan elements for the physical development of Monmouth County, with the accompanying maps, plots, charts, and descriptive and explanatory matter adopted by the County Planning Board pursuant to N.J.S.A. 40:27-2 and N.J.S.A. 40:27-4.

County Planning Board shall mean the Monmouth County Planning Board.

Court shall mean any open, unoccupied area which is bounded by three (3) or more building walls.

Court, inner shall mean an open area, unobstructed from the ground to the sky, which is bounded on more than three (3) sides by the exterior walls of one (1) or more buildings.

Court, outer shall mean an open space, unobstructed from the ground to the sky, which is bounded on not more than three (3) sides by the exterior walls of one (1) or more buildings.

Craft Distillery shall mean a facility holding a craft distillery license issued in accordance with the State Division of Alcoholic Beverage Control (ABC), producing distilled alcoholic beverages, to rectify, blend, treat and mix distilled alcoholic beverages, including the sale and distribution of the product to licensed wholesalers and retailers, including the retail sale of the product direct to consumers in limited quantities for consumption off the premises, or in connection with a tour of the distillery, the retail sale or offering of samples, for consumption on the premises.

Curb cut shall mean a separation or break in the curbline or edge of the cartway to allow access to a driveway or other vehicular passageway.

Cut shall mean a portion of land surface or area from which earth has been removed or will be removed by excavation; the depth below original ground surface or excavated surface.

Days shall mean calendar days.

Deck shall mean an uncovered platform, which is attached to a building and which projects more than four (4) feet from the façade, including railings.

Dedication shall mean a dedication of land for construction, reconstruction, widening, repairing, maintaining or improving a street, public or private, and for the construction, reconstruction or alteration of facilities related to the safety, convenience or carrying capacity of the street; including, but not limited to curbing, pedestrian walkways, drainage facilities, traffic control devices and utilities in or along road rights-of-way.

Density, residential shall mean the number of dwelling units per gross acre of residential land area including streets, easements and open space within a development. ~~The residential density of mixed use development proposed for oceanfront parcels, located east of Kingsley Street in RC and R5 Zones, may be calculated using the entire tract, including portions of the tract containing only commercial uses, provided the proposed development is consistent with all aspects of the Waterfront Redevelopment Plan and this chapter. In all other developments, including planned developments, the residential density shall be calculated after the tract area occupied exclusively by commercial uses is subtracted from the gross tract area.~~

Development shall mean the division of a parcel of land into two (2) or more parcels, the construction, reconstruction, conversion, structural alteration, relocation or enlargement of any building or other structure, or of any mining, excavation or landfill, and any use or change in the use of any building or other structure, or land or extension of use of land, for which permission may be required pursuant to this chapter. For the purposes of this chapter, "Special Questions," as defined in this chapter, are not considered "development."

Development, conventional shall mean development other than planned development or cluster development.

Development, Major shall mean a major subdivision or any development not defined as a minor development.

Development, Minor shall mean:

- a. A minor subdivision;
- b. The construction of any building or structure or addition to any building or structure of five hundred (500) or more square feet but less than one thousand (1,000) square feet of building area or structural area;
- c. The construction of more than four (4) but less than ten (10) parking spaces;
- d. Improvements to existing parking areas containing more than four (4) but less than ten (10) parking spaces where the area of existing paving and location and size of existing driveways are affected;
- e. The alteration of an existing building result in a change in the number of dwelling units on the site;
- f. A change in use where additional nonconformities are created and/or pre-existing

nonconformities are exacerbated; and/or

- g. Does not involve planned development, any new street or extension of any off-tract improvement.

Development regulation shall mean a zoning, subdivision, site plan, Official Map, or other municipal ordinance or regulation containing the use and development of land, or amendment thereto adopted and filed pursuant to the Municipal Land Use Law.

Development Review Committee shall mean three (3) or more persons, who may be residents or nonresidents of the City, appointed by the Planning Board upon recommendation of the City Manager or City Planner for the purpose of providing technical advice and comments on development applications.

Drainage shall mean the removal of surface water or groundwater from land by drains, grading or other means and includes control of run-off during and after construction or development to minimize erosion and sedimentation, to assure the adequacy of existing and proposed culverts and bridges, to induce water recharge into the ground where practical, to lessen nonpoint pollution, to maintain the integrity of stream channels for their biological functions as well as for drainage, and the means necessary for water supply preservation or prevention or alleviation of flooding.

Driveway shall mean a vehicular accessway provided for the purpose of allowing passage over private or public property. All driveways shall be an appropriate hard-surface pavement that is durable and maintained in good condition.

Dwelling, attached shall mean a one-family dwelling attached to two (2) or more one-family dwellings by common vertical walls.

Dwelling, detached shall mean a one-family dwelling which is not attached to any other dwelling.

Dwelling, multi-family shall mean a building containing more than two (2) dwelling units.

Dwelling, one-family shall mean a building containing one (1) dwelling unit.

Dwelling, semi-detached shall mean a one-family dwelling attached to one (1) other one-family dwelling by a common vertical wall or other structural element. (Also known as a "twin house" when located on one (1) lot.)

Dwelling, two-family shall mean a building containing two (2) dwelling units.

Dwelling unit shall mean one (1) or more rooms, designed, occupied, or intended for occupancy as separate living quarters with cooking, sleeping and sanitary facilities provided within the dwelling unit for the exclusive use of a single family maintaining a household.

Essential services shall mean those services provided by a municipality which are necessary to support and satisfy the needs of the community. Such services may include, but are not limited to, police and fire protection, solid waste and wastewater collection and removal, education, snow removal, recreation, etc.

Establishment of adult entertainment shall mean an establishment which provides any form of entertainment which is of a nature that would require the exclusion of minors by virtue of age

under existing State statute. For the purpose of this chapter, adult motion picture or "X-rated theaters," regardless of seating capacity; "peep shows," whether or not they are coin operated; adult cabarets or "go-go bars" and massage parlors are considered to be "establishments of adult entertainment" if they are required by law to exclude access to minors by virtue of age.

Excavation shall mean removal or recovery by any means whatsoever of minerals, mineral substances or organic substances, other than vegetation, from the water, land surface, or beneath the land surface, whether exposed or submerged.

Exhibition pavilion shall mean a building of no more than fifty thousand (50,000) square feet and two (2) stories in size, arranged and intended to present the products and/or philosophy of a single sponsor to the public, in an educational and entertaining manner, for an extended period of time. For the purposes of this definition, an extended period of time shall mean a period of not less than six (6) months.

Family shall mean one (1) or more persons maintaining a household, ~~provided that, unless specified otherwise in this chapter, no family shall contain more than five (5) unrelated adults. A "family" shall include foster children placed with a family by the State Division of Youth and Family Services, a community residence for the developmentally disabled or community shelter for victims of domestic violence containing six (6) persons or less, excluding resident staff, but shall not include roomers, boarders, or members of a fraternity or sorority. For the purpose of this chapter, "unrelated adults" shall mean that no person is either mother, father, son, daughter, sister or brother, husband or wife of any other person in the family. (See "household.")~~

Fence shall mean a structure rising above the finished grade intended to provide physical separation between spaces or properties. For the purposes of this section, a structure constructed on a continuous footing or foundation and greater than four (4) inches thick, excluding support posts, shall be considered a wall rather than a fence and shall meet the setback requirements for buildings specified in Section 30-67, herein.

Fill shall mean sand, gravel, earth or other materials of any composition whatsoever placed or deposited by any person or persons.

Final approval shall mean the official action of the Planning Board or Zoning Board of Adjustment taken on a development plan which has been given preliminary approval after all conditions, engineering plans and other requirements have been completed or fulfilled and the required improvements have been installed or guarantees properly posted for their completion, or approval conditioned upon the posting of such guarantees.

Flag shall mean any fabric or bunting containing distinctive colors, patterns, or symbols, used as a symbol of a government, political subdivision, or other entity.

Flood Hazard Area shall mean the area delineated on the Flood Insurance Rate Map as being subject to flood waters resulting from a one hundred (100) year storm.

Flood Insurance Rate Map (FIRM) shall mean the official map on which the Federal Emergency Management Agency has delineated both the areas of special flood hazards and the risk premium zones applicable to the community, adopted September 15, 1983, as Map No. 340285-0001C or as revised by the Federal Emergency Management Agency.

Floor area, gross shall mean the sum of the gross horizontal areas of the floors or stories of a building measured from the exterior face of the exterior walls but not including areas devoted exclusively to off-street parking and loading space for motor vehicles or any space where the floor-to-ceiling height is less than seven (7) feet.

Floor area, net shall mean that portion of the gross floor area to be used or occupied or intended for use or occupancy. In the absence of floor plans identifying and quantifying useable or habitable floor space, net floor area will be measured as gross floor area minus twenty (20%) percent.

Floor Area Ratio (FAR) shall mean the ratio of the gross floor areas of all buildings on a lot to the lot area.

Garage shall mean a building or structure used for the storage of one (1) or more vehicles. If it is maintained for the resident occupant of the premises and no service is rendered to the public, or any business conducted therein, it is a private garage. Any garage other than a private garage is a public garage.

~~*Garage, repair.* See "Automobile repair."~~

~~*Gasoline service station* shall mean a place where gasoline or other motor fuel is offered for sale to the public and deliveries are made directly into motor vehicles, and which may provide for the maintenance, service or washing of motor vehicles, or the sale of equipment and accessories.~~

Governing Body shall mean the Mayor and Council of the City of Asbury Park.

Grade, finished shall mean the final grade or elevation of the ground surface conforming to the proposed design.

Grading shall mean any stripping, culling, filling, stockpiling or any combination thereof, including the land in its cut or filled condition.

Guest houses shall mean a hotel wherein no more than nine (9) units of dwelling space, each containing private bathing facilities, are arranged or intended for single room occupancy, exclusive of any such unit occupied by any owner or operator, and where eighty-five (85%) percent or more of the units are occupied by persons for ninety (90) days or less. (See "hotel.")

Habitable room shall mean any room in a dwelling unit other than a kitchen or bathroom.

Halfway house shall mean a building or structure or dwelling unit wherein two (2) or more inmates of the State Department of Corrections; or two (2) or more persons paroled from a correctional institution reside under on-site or off-site supervision. Halfway houses, as herein defined, are prohibited in the City as they represent a threat to the public safety and welfare.

Height of building or structure shall mean the vertical distance measured from the average finished ground elevation around the foundation to the top of a structure; the highest point of the surface of a flat roof; or the midpoint between the ridge and the eave of a pitched roof.

Heliport shall mean an identifiable area on land, water or structure, including any building or facilities thereon, used or intended to be used for the landing and takeoff of helicopters. The

term heliport as used herein applies to all sites, including helistops, used or intended to be used for the landing and takeoff of helicopters.

Helistop shall mean an area used or intended to be used for the landing and takeoff of helicopters engaged in dropping-off or picking-up passengers.

Historic building or site shall mean any building, structure, area or property that has been designated on the State or National Register of Historic Places or in the Asbury Park Master Plan to be significant in the history, architecture, archaeology or culture of the State of New Jersey, its communities or the nation.

Home occupation (minor) shall mean an occupation, profession, activity, or use that is clearly an ~~customary~~ incidental and secondary use of a residential dwelling unit conducted by the residents thereof, and which does not alter the exterior of the property or affect the residential character of the premises or neighborhood.

Home occupation (major) shall mean an occupation, profession, activity, or use conducted by the residents and unrelated, non-resident employees, which may include the offering of services to clients on the premises.

~~*Home professional office* shall mean the office of a physician, dentist, chiropractor, architect, attorney, accountant or like professional person, which is conducted within the residence of that person in a residential zone.~~

Hotel shall mean a building or group of buildings containing ten (10) or more units of dwelling space designed and used primarily for single room occupancy of limited tenure in which no more than five (5%) percent of the sleeping units may have cooking facilities of any kind, and all sleeping units contain private bathrooms with bathing facilities. For the purposes of this chapter, "limited tenure" shall mean occupancy in any particular facility of not more than ninety (90) days. A maximum of fifteen (15%) percent of the sleeping units may be occupied more than ninety (90) days. Motels, motor inns, and motor lodges shall be considered "hotels" for the purpose of this chapter. Buildings which contain sleeping rooms without private baths and which do not provide heat in winter months shall be considered "seasonal hotels" and shall not be permitted.

Household shall mean One (1) or more persons living together in one (1) dwelling unit on a nonseasonal basis and sharing living, sleeping, cooking and sanitary facilities on a non-profit basis~~a family living together in a single dwelling unit with common access to, and common use of all living and eating areas and all areas and facilities for the preparation and storage of food within the dwelling unit.~~

Impervious surface shall mean any material which generally reduces or prevents absorption of storm water into previously undeveloped land. Retention and detention basins and dry wells allowing water to percolate directly into the ground shall not be considered as impervious surfaces.

Interested party shall mean: (a) In a criminal or quasi-criminal proceeding, any citizen of the State of New Jersey; (b) In the case of a civil proceeding in any court or in an administrative proceeding before a municipal agency, any person, whether residing within or outside the City, whose right to use, acquire, or enjoy property is or may be affected by any action taken

under this chapter, or under any other law of this State or of the United States has been denied, violated or infringed by an action or a failure to act under this chapter.

Institutional and public uses shall mean nonprofit public or quasi-public institutions and uses such as public and private colleges and universities, libraries, museums and correspondence and vocational schools.

Junk shall mean any scrap, waste, reclaimable material and debris, whether or not stored or used in conjunction with the dismantling, processing, salvage, storage, baling, disposal or other use or disposition. Junk may include, for purposes of illustration, vehicles, tires, vehicle parts, equipment, paper, rags, metal, glass, plaster, household appliances, wood, lumber, brush and building materials.

Junkyard shall mean any area, lot, parcel, building or structure used for the storage, sale, processing or abandonment of junk.

Land shall mean ground, soil or earth including improvements and fixtures on, above or below the surface thereof.

Land disturbance shall mean any activity involving the clearing, cutting, excavating, filling, grading, and any other activity which causes land to be altered, eroded or subject to erosion.

Landscape plan shall mean a drawing or set of drawings, submitted in conjunction with an application for development, which indicates all the elements of the proposed landscape treatment of a site, including plant materials, structures, paving materials, landforms, grading and drainage.

Licensed health care facility shall mean any health care facility defined in N.J.S.A. 26:2H-2 that requires a license from the State of New Jersey Department of Health to operate.

Light industrial shall mean an establishment that engages in fabrication, assembly, or processing of goods or materials, or the storage of bulk goods and materials where such activities or materials create no hazard from fire or explosion, or produce no toxic or corrosive fumes, gas, smoke, obnoxious dust or vapor, offensive noise or vibration, glare, flashes, or objectionable effluent.

Lot shall mean a designated parcel, tract or area of land established by a plot plan or otherwise as permitted by law and to be used, developed or built upon as a unit.

Lot area shall mean the computed area contained within the lot lines, but not including any street rights-of-way.

Lot, corner shall mean a parcel of land either at the junction of or abutting on two (2) or more intersecting streets, or abutting a single street at the point where the road tangents deflect by more than forty-five (45°) degrees.

Lot coverage shall mean that portion of one (1) lot or more than one (1) lot which is improved or is proposed to be improved with buildings and structures, including but not limited to driveways, parking lots, pedestrian walkways, signs and other manmade improvements on the ground surface which are more impervious than the natural surface. (See also "building coverage" and "open space.")

Lot depth shall mean the average distance between the front lot line and rear lot line.

Lot, interior shall mean a parcel of land other than a corner lot and having frontage on a street, road or other designated right-of-way.

Lot line shall mean a line of record bounding a lot.

Lot line, front shall mean the lot line separating a lot from a street right-of-way.

Lot line, rear shall mean the lot line opposite and most distant from the front lot line, or the point at which the side lot lines meet. On corner lots, there shall be only one (1) rear lot line.

Lot line, side shall mean any lot line other than a front or rear lot line.

Lot, through shall mean an interior lot which extends from one (1) street to another.

Lot width shall mean the distance between the side lot lines measured at the streetline. Where the side lot lines converge towards the street, the lot width may be measured at the front yard setback line.

Luminance shall mean the amount of light coming from a sign expressed as a measurement of the brightness of a sign face of either the light that is emitted by, or reflected from, the surface of the sign. Luminance is measured in units called “candela” per square meter (cd/m²) and is informally known as a “nit”. One nit = one cd/m².

Maintenance guarantee shall mean any security other than cash, which may be accepted by the City for the maintenance of any improvements required by this chapter or as a condition of Planning Board or Zoning Board of Adjustment approval.

Major subdivision shall mean a subdivision not classified as a minor subdivision.

Marquee shall mean any permanent roof-like structure located at an entry to an entertainment establishment that projects beyond the building or extends along and projects beyond the wall of a building, generally designed and constructed to provide protection from the weather, and any sign attached to or made part of such structure.

Massage parlor shall mean an establishment where, for any form of consideration, massage, alcohol rub, fomentation, electric or magnetic treatment, or similar treatment or manipulation of the human body is administered, unless such treatment or manipulation is administered by a medical practitioner, chiropractor, acupuncturist, physical therapist, or similar professional licensed by the State of New Jersey. This definition does not include an athletic club, health club, school, gymnasium, reducing salon, spa, or similar establishment where massage or similar manipulation of the human body is offered as an incidental or accessory service.

Master Plan shall mean the Asbury Park Master Plan and any revisions, amendments, or additions thereto.

Microbrewery shall mean an establishment holding a limited brewery license issued in accordance with the State Division of Alcoholic Beverage Control (ABC), producing malt beverages, including the sale and distribution of the product to licensed wholesalers and retailers, including the retail sale of the product direct to consumers in limited quantities for consumption off the premises, or in connection with a tour of the brewery, the retail sale or

offering of samples, for consumption on the premises engaged in brewing any malt alcoholic beverages for sale and distribution to wholesalers and retailers licensed in accordance with the State Alcoholic Beverage Law, that is licensed to operate pursuant to N.J.S.A. 33:1-10.

Minor subdivision shall mean any subdivision containing not more than three (3) lots, including the remaining lot or parcel, which is not a planned development, or does not contain any new street, or does not involve the extension of any off-tract improvement.

Motor Vehicle Repair Garage shall mean a building or portion of a building or land, or portion thereof, which is not primarily devoted to the retail sale of gasoline, in which the repair and maintenance of motor vehicles, including diagnostic services and repair of any component parts of an engine, power train, chassis, or body of any vehicle is conducted as a business.

Motor Vehicle Service Station shall mean any area of land, including structures thereon, which is used for the retail sale of gasoline or any other motor vehicle fuel and oil and other lubricating substances, including any sale of motor vehicle accessories, and which may include facilities for lubricating, washing or servicing of motor vehicles, except that auto body work of any nature and retail sales unrelated to motor vehicle uses shall be prohibited.

Municipal Land Use Law shall mean Revised New Jersey Statutes 40:55D-1 et seq.

Natural ground surface shall mean the ground surface in its original state before any grading, excavation or filling.

Nightclub shall mean an establishment where alcoholic beverages are served that may also serve food as an adjunct to its bar business, and where music (live or recorded) is provided to patrons for their listening or dancing entertainment.

Nit shall mean luminance measured in units called candela per square meter (cd/m²) and informally known as a "nit". One nit = one cd/m².

Nonconforming lot shall mean a lot, the area, dimension or location of which was lawful prior to the adoption, revision or amendment of this chapter or previous ordinances, but fails to conform to the requirements of the zoning district in which it is located by reason of such adoption, revision or amendment of this chapter.

Nonconforming structure shall mean a structure which was of legal height and/or legally situated on a lot or parcel prior to the adoption, revision or amendment of this chapter or previous ordinances, but which fails to conform to the requirements of the zoning district in which it is located by reason of such adoption, revision or amendment of this chapter.

Nonconforming use shall mean a use or activity which was lawful prior to the adoption, revision or amendment of this chapter or previous ordinances, but which fails to conform to the requirements of the zoning district in which it is located by reason of such adoption, revision or amendment of this chapter. For the purposes of this section, a use shall be considered nonconforming if the residential density or floor area ratio applied thereto exceeds the maximum permitted in the zoning district in which such use is located by reason of the adoption, revision or amendment of the Land Development Regulations.

Office, business shall mean a room or group of rooms used for conducting the affairs of a business or industry.

Office, medical shall mean a business principally engaged in providing services for health maintenance, diagnosis (including testing) and treatment of human diseases, pain or other physical or mental condition of patients by physicians or other licensed health care professionals, solely on an outpatient basis, but not to include a behavioral health care center. No overnight patients shall be kept on the premises. Examples of medical offices shall include but not be limited to general physicians, dentists, chiropractors, psychologists, cardiologists, radiologists and other various specialists.

Office, professional shall mean ~~the office of a member of a recognized profession, maintained for the conduct of that profession. any office used by one (1) or more persons licensed or certified by the State of New Jersey, or any professional society or association with recognized status and national affiliations, to provide a professional service to the public.~~ Such professions shall specifically include licensed medical practitioners, chiropractors, psychologists, real estate practitioners, accountants, financial or insurance practitioners, legal practitioners, planning, design, and engineering professionals, ~~and travel consultants, or any other profession whose members are licensed or certified by the State of New Jersey, or any professional society or association with recognized status and national affiliations, to provide a professional service to the public.~~

Official County Map shall mean the map, with changes and additions thereto, adopted and established from time to time, by resolution of the Board of Chosen Freeholders of the County of Monmouth pursuant to N.J.S.A. 40:27-5.

Official Map shall mean a map adopted in accordance with the Municipal Land Use Law, or any prior act authorizing such adoption, which map shall be deemed conclusive with respect to the location and width of the streets, public parks and playgrounds, and drainage right-of-way shown thereon.

Off-site shall mean located outside the lot lines of the lot or lots in question but within the property (of which the lot is a part) which is the subject of a development or contiguous portion of a street right-of-way.

Off-tract shall mean not located on the property which is the subject of a development application nor on a contiguous portion of a street right-of-way.

On-site shall mean located on the lot or lots in question.

On-tract shall mean located on the property which is the subject of a development application or on a contiguous portion of a street right-of-way.

Open space shall mean any parcel or area of land or water essentially unimproved and set aside, dedicated, designated or reserved for public or private use or enjoyment or for the use and enjoyment of owners and occupants of land adjoining or neighboring such open space; provided that such area may be improved with only those buildings, structures, streets and off-street-parking and other improvements that are designed to be incidental to the recreational use and enjoyment of the open space.

Open space, common. See "common open space."

Open space, public shall mean any open space area conveyed or otherwise dedicated to the City

or a City agency, Board of Education, State or County agency, or other public body for recreational and conservational uses.

Owner/applicant shall mean an individual, firm, association, syndicate, copartnership or corporation having sufficient proprietary interest to seek or authorize development of land under this chapter and State Statute.

Parking area, private shall mean any open area, including parking spaces, driveways and access aisles or other public way, used for the temporary storage of automobiles and other permitted vehicles for the private use of the owners or occupants of the lot on which the area is located.

Parking area, public shall mean any open area, including parking spaces, driveways and access aisles, other than a street or other public way, used for the temporary storage of automobiles and other permitted vehicles and available to the public, with or without compensation or as an accommodation for clients, customers and employees.

Parking facility shall mean any public or private parking area or garage.

Party immediately concerned shall mean for purposes of notice, any applicant for development, the owners of the subject property, and all owners of property and government agencies entitled to notice under this chapter.

Pennant shall mean any lightweight plastic, fabric, or other material, whether or not containing a message of any kind, suspended from a rope, wire, or string, usually in series, designed to move in the wind.

Penthouse shall mean a roofed enclosure up to twelve (12) feet in height on top of a building and occupying not more than twenty (20%) percent of the main roof area.

Performance guarantee shall mean any security, which may be accepted by the City to ensure the installation of public improvements or compliance with conditions imposed by the Planning Board or Zoning Board of Adjustment.

Permit shall mean a certificate issued to perform work under this chapter.

Permitted use shall mean any use which shall be allowed, subject to the provisions of this chapter.

Permittee shall mean any person to whom a permit is issued in accordance with this chapter.

Person shall mean corporation, company, association, society, firm, partnership or joint-stock company, as well as individual, the State and all political subdivisions of the State or any agency or instrumentality thereof.

Personal services shall mean establishments engaged in providing services involving the care of a person or their apparel, including but not limited to beauty shops, barber shops, shoe repair, tailors, nail salons, and photographic studios.

Philanthropic or eleemosynary use shall mean a use established by a nonprofit organization and funded through a foundation or other charitable means for the purpose of promoting human welfare. Such uses include "shelter for the homeless" and "soup kitchens," when operated by an organization as defined herein. Such a use does not include "community residences for the

developmentally disabled," "residential health care facilities" or "community shelters for victims of domestic violence" as defined in this section.

Planned commercial development shall mean an application for development involving two (2) acres or more to be developed according to a plan as a single entity containing one (1) or more structures with appurtenant common areas to accommodate commercial or office uses or both and any residential and other uses incidental to the predominant use as may be permitted by this chapter.

Planned development shall mean planned unit development, planned unit residential development, residential cluster, planned commercial development or planned industrial development.

Planned industrial development shall mean an application for development involving three (3) acres or more to be developed according to a plan as a single entity containing one (1) or more structures with appurtenant common areas to accommodate industrial uses and any commercial uses incidental to the predominant use as may be permitted by this chapter.

Planned unit residential development shall mean an area with a specified minimum contiguous acreage of two (2) acres or more to be developed as a single entity according to a plan containing one (1) or more residential clusters, which may include appropriate commercial, and/or public or quasi-public uses all primarily for the benefit of the residential development.

Planning Board shall mean the Asbury Park Planning Board.

Plat shall mean a map or maps of a subdivision or site plan.

Plat, final shall mean the final map of all or a portion of a subdivision or site plan which is presented to the Planning Board or Board of Adjustment for final approval in accordance with this chapter.

Plat, preliminary shall mean the preliminary map indicating the proposed layout of the subdivision or site plan which is submitted to the Planning Board or Board of Adjustment for consideration and preliminary approval.

Plat, sketch shall mean the sketch map of a subdivision or site plan of sufficient accuracy to be used for the purpose of discussion and classification.

Porch shall mean a roofed entrance or porte cochere not more than one (1) story in height which projects beyond the main building into the required front yard area; the porch shall not be enclosed permanently or temporarily, with any type of material, nor shall there be any construction between the roof and floor of the porch except for columns or posts necessary to support the roof or an open safety railing, which shall present no more than minimal obstruction to view; provided, however, that a portable storm vestibule not more than five (5) feet in any horizontal dimension is permissible during the fall and winter months and open wire mesh removable screening in the area aforesaid is permissible during the spring and summer months. ~~However, open balconies may be permitted above the first floor on buildings or structures that are built and utilized as motels, high-rise apartments or multifamily dwelling units, provided the balconies shall not extend more than six (6) feet beyond the building line.~~

Preliminary approval shall mean the conferral of certain rights pursuant to this chapter prior to

the final approval after specific elements of the development plan have been agreed upon by the Planning Board or Board of Adjustment and the applicant.

Preliminary floor plan and elevations shall mean architectural drawings prepared during early and introductory stages of the design of a project illustrating in a schematic form, its scope, scale and relationship to its site and immediate environs.

Prohibited use shall mean a use or use classification which is not expressly permitted in a zone district.

Public areas shall mean existing or proposed: (1) public parks, playgrounds, trails, paths and other recreational areas; (2) other public open spaces; (3) scenic and historic sites; and (4) schools and other public buildings and structures.

Public development proposal shall mean a master plan, capital improvement program or other proposal for land development adopted by the appropriate public body, or any amendment thereto.

Public drainage way shall mean the land reserved or dedicated for the installation of surface or subsurface storm water drainage systems.

Quorum shall mean a majority of the full authorized membership of either the Planning Board or Zoning Board of Adjustment.

Recreation area shall mean that portion of the designated open space of a development proposal which is specifically designed for the active or passive recreation of the residents of the development or general public, if so designated.

Recreation, commercial shall mean recreation facilities operated as a business and open to the public for a fee.

Recreation facility shall mean a place where sports, leisure time activities and customary and usual recreational activities such as set forth in major group #79 of the Standard Industrial Classification Manual are carried out.

Region or regional shall mean Monmouth County.

Residential cluster shall mean two (2) or more residential dwellings of one (1) or more housing types grouped together on a site so as to provide open space for the common use of the residents. The overall permitted residential density of a site with residential clusters shall be equal to that which is specified for the zone district.

Residential health care facility shall mean any establishment which furnishes food and provides any personal care or service beyond food, shelter, laundry and guidance, to any one (1) or more persons eighteen (18) years of age or older. For the purposes of this chapter, "homes for sheltered care," "rest homes" and "convalescent homes" are considered "residential health care facilities."

Restaurant shall mean an establishment where beverages and prepared food are served on the premises and where not less than seventy-five (75%) percent of the gross floor area is devoted to table or booth dining space for patrons.

Resubdivision shall mean: (1) the further division or relocation of lot lines of any lot or lots within a subdivision previously made and approved or recorded according to law or (2) the alteration of any streets or the establishment of any new streets within any subdivision previously made and approved or recorded according to law, but does not include conveyances so as to combine existing lots by deed or other instrument.

Retail service shall mean any establishment providing a service to the public at large for a fee, including but not limited to the following, except as otherwise provided in Section 30-71 of this chapter: eating and drinking places; offices for finance, insurance, real estate or travel services; personal grooming, garment and footwear services; business services; repair services except for automobiles and large items such as furniture and major household appliances such as refrigerators unless part of a retail sales business on the premises; recreation services except amusement arcades and billiard parlors; health services except licensed health care facilities and partial care programs; educational services restricted to accredited colleges or universities, licensed professional or trade schools and specialized skills training, such as dance, martial arts, fitness training or bartending schools; cultural services such as museums and art galleries.

Retail trade shall mean any establishment which engages in the sale of new merchandise to the public at large, including but not limited to the following except as otherwise provided in Section 30-71 of this chapter: hardware and garden supply; general merchandise and department stores; food stores; apparel and accessory stores; home furnishing and equipment stores; appliance and electronic equipment stores; miscellaneous retail except nonstore retailers, fuel and ice dealers.

Retail used car dealership shall mean a business where used passenger motor vehicles are displayed and sold by a dealer licensed by the State of New Jersey. A retail used car dealership shall not include a motor vehicle repair facility as defined in this section, but may include such maintenance activities for the purpose of servicing motor vehicles so as to make them comply with the laws of the State of New Jersey.

Roomer/boarder shall mean a person other than a member of a family or household occupying part of any dwelling unit, who, for a consideration, is furnished sleeping accommodations in such dwelling unit and may be furnished with meals or kitchen privileges, financial assistance, supervision or personal service as part of this consideration.

Rooming house shall mean a boarding house wherein no personal or financial services are provided to residents.

Rooming unit shall mean one (1) or more rooms arranged and intended for residential occupancy but lacking either private cooking or bathroom facilities. Bedrooms to which direct access is gained by individual key operated locks shall be considered "rooming units."

Secondhand store shall mean any commercial establishment devoted exclusively to the sale of used merchandise. For the purposes of this chapter, "pawn shops," "used furniture stores" and "thrift shops" shall be considered "secondhand stores;" while dealers of authentic antiques, "nonprofit or goodwill thrift stores" and "retail used car dealers" are not considered secondhand stores. The sale of used clothing other than in conjunction with a "nonprofit" thrift shop is prohibited.

Sediment shall mean any solid material that is in suspension and is being or has been moved by water, ice, wind, gravity or other means.

Sedimentation shall mean the transport and depositing of sediment.

Senior citizen housing shall mean a building or group of buildings containing three (3) or more dwelling units designed for and exclusively occupied by senior citizens.

~~*Sexual encounter establishment* shall mean an establishment other than a hotel, motel, or similar establishment offering public accommodations, which, for any form of consideration, provides a place where two (2) or more persons may congregate, associate, or consort in connection with specified sexual activities or the exposure of specified anatomical area. This definition does not include an establishment where a medical practitioner, psychologist, psychiatrist, or similar professional person licensed by the State engages in sexual therapy.~~

Sexually oriented business shall mean (1) a commercial establishment, which as one of its principal business purposes offers for sale, rental, or display any of the following: Books, magazines, periodicals or other printed material, or photographs, films, motion pictures, video cassettes, slides or other visual representations which depict or describe a specified sexual activity or specified anatomical area; or still or motion picture machines, projectors or other image-producing devices which show images to one person per machine at any one time, and where the images so displayed are characterized by the depiction of a specified sexual activity or specified anatomical area; or instruments, devices, or paraphernalia which are designed for use in connection with a specified sexual activity; or (2) a commercial establishment which regularly features live performances characterized by the exposure of a specified anatomical area or by a specified sexual activity, or which regularly shows films, motion pictures, video cassettes, slides, or other photographic representations which depict or describe a specified sexual activity or specified anatomical area. As pertaining to the determination of a sexually oriented business, Person means an individual, proprietorship, partnership, corporation, association, or other legal entity.

As pertaining to the determination of a sexually oriented business, Specified anatomical area means:

(1) Less than completely and opaquely covered human genitals, pubic region, buttock or female breasts below a point immediately above the top of the areola; or

(2) Human male genitals in a discernibly turgid state, even if covered.

As pertaining to the determination of a sexually oriented business, Specified sexual activity means:

(1) The fondling or other erotic touching of covered or uncovered human genitals, pubic region, buttock or female breast; or

(2) Any actual or simulated act of human masturbation, sexual intercourse or deviate sexual intercourse.

Sight triangle shall mean a triangular shaped portion of land established at intersections in accordance with the requirements of this chapter in which nothing shall be erected, placed, planted or allowed to grow in such a manner as to limit or obstruct sight distance.

Sign shall mean any device, fixture, placard or structure which uses color, form, graphics, illumination, architectural style or design with text, or writing to advertise, attract attention, announce the purpose of or identify the purpose of any person or entity, or to communicate information of any kind to the public. The term "sign" includes sign structure. The following shall not be considered signs subject to the regulations of this chapter: artwork, holiday or seasonal decorations, cemetery markers, machinery or equipment signs, memorial signs or tablets, a name, identification, description, display or illustration which is affixed to or represented directly or indirectly upon a building, structure or piece of land, directing attention to a product, business, service or individual. However, a sign shall not include a display of official, court or public notices, any official traffic control device and shall not include the flag, emblem or insignia of a nation, State, County, municipality or religious group. A sign shall not include a sign located completely within an enclosed building, except if it is visible and directed to be seen from outside the building. Each display surface of the sign shall be considered to be a single sign; except that where two (2) such surfaces of a sign are physically attached, parallel and separated by less than twelve (12) inches, the two (2) surfaces shall be considered a single sign. The sign area shall be measured according to the dimensions of the frame. Where there is no frame, the area shall be defined by a projected, enclosed, four (4) sided (straight sides) geometric shape which most closely outlines the sign.

Sign, advertising shall mean a sign, structure, symbol or billboard erected and maintained by an individual or corporation engaged in the sale or rental of space thereon to a clientele upon which space there is displayed advertising copy describing in a wide variety of products or services, which are not produced, assembled, stored or sold from the lot or premises upon which the advertisement is displayed.

Sign, animated shall mean a sign which includes action, motion, or color changes, or the optical illusion of action, motion or color changes, including signs set in motion by movement of the atmosphere, or made up of a series of sections that turn. ~~any sign that uses movement or change of lighting to depict action or create a special effect or scene.~~

Sign area shall mean the total area, as measured in square feet, of a sign surface, including all parts thereof devoted to the background including all borders and trim, computed by bounding the exterior of the sign structure or surface with a series of straight or curved lines tangent thereto. The area of a sign on an awning and signs with letters attached directly to walls or awnings shall be calculated by constructing an imaginary series of straight lines or lines formed, bounded or characterized by curves around the outside of all elements of the sign. Supports that are not part of the sign face and contain no messaging shall not be included in the sign area calculation.

Sign, awning - See "canopy sign."

Sign, bandit - See "snipe sign."

Sign, blade shall mean a type of projecting sign that is mounted perpendicular to the building façade.

Sign, building or wall shall mean any sign erected, constructed or maintained on a building with the principal support of said sign being that building with its face in a parallel plane with the plane of the building facade or wall, that does not extend above the height of the vertical wall

~~or caves any sign attached to any part of a building, as contrasted with a freestanding sign.~~

~~Sign, building wrap shall mean a fabric banner covering the exterior of a building or exterior building wall which and is used to obscure buildings undergoing construction. Building wrap signs shall display a graphic reproduction of the completed building façade located behind the sign. Building wrap signs may contain text including the name and contact information of the developer and any associated symbols or logos, and/or text pertaining to the lease, rental or sale of the premises, or a portion of the premises.~~

~~Sign, canopy shall mean any sign that is a part of or attached to an awning or, canopy, i.e., or other a-fabric, plastic, or structural protective cover over a door, entrance, window, or outdoor service area. A marquee is not a canopy.~~

~~Sign, changeable copy shall mean a sign or portion thereof with characters, letters, or illustrations that can be changed or rearranged without altering the face of the surface of the sign. A sign on which the message changes more than eight (8) times per day shall be considered an animated sign and not a changeable sign for purposes of this chapter. A sign on which the only copy that changes is an electronic or mechanical indication of time and/or temperature shall be considered a "time and temperature" portion of a sign and not a changeable copy sign for purposes of this chapter.~~

~~Sign, construction shall mean a temporary, on-premises sign identifying an approved development during the construction phase of a project prior to completion of the work for which permission was granted containing sign copy that is limited to the development activity and identifying the owner/developer, contractors/subcontractors, designers, financiers or sponsors, a sign erected on the premises where construction is taking place or approved to take place, indicating the name and contact information of the developer and also may indicate the names of the architects, engineers, landscape architects, contractors or similar artisans, and the owners, financial supporters, sponsors, and similar individuals or firms having a role or interest with respect to the structure or project.~~

~~Sign, directional shall mean a noncommercial on-site sign providing direction or information to pedestrian or vehicular traffic that is related or reasonably necessary to the movement of pedestrian or vehicular traffic on the premises, and not displaying a commercial message (e.g., (entrance," "exit," "caution," "no parking". "one way", "no trespassing," and the like).~~

~~Sign, double-faced shall mean a single sign with copy on both sides of the sign and mounted as a single structure.~~

~~Sign face shall mean the part of the sign that is or can be used to identify, display, advertise, communicate information, or for the visual representation, which attracts or intends to attract the attention of the public for any purpose.~~

~~Sign, flashing shall mean a sign which permits light to be turned on or off intermittently more frequently than once per minute or any illuminated sign on which such illumination is not kept stationary or constant in intensity and color at all times when such sign is in use, including a LED (light-emitting diode) or digital sign, and changes more frequently than once per minute.~~

~~Sign, freestanding shall mean a sign supported by structures or supports that are placed on or~~

anchored in the ground or at ground level and which are independent of any building or other structure.~~any sign supported by structures or supports that are placed on, anchored in, the ground and that are independent from any building or other structure.~~

Sign, future development shall mean a sign that functions to advertise the future or proposed development of the premises upon which the sign is erected.

Sign height shall mean the vertical distance measured from ground level nearest the base of the sign to the highest point on the sign.

Sign, illegal shall mean any sign which was unlawfully erected or which has been determined to be in violation of any provision of Article XII of the Asbury Park City Land Development Ordinance.

Sign, illuminated shall mean any sign or portion thereof that is illuminated by artificial light, either from an interior or exterior source, including outline, reflective or phosphorescent light, whether or not the source of light is directly affixed as part of the sign.

Sign, identification shall mean any sign, symbol, trademark, structure or similar device used to identify the occupant of any structure, the product made or the activity being pursued by an individual, business, service, commercial or industrial activity which is displayed upon the lot or premises occupied by a person or entity for the purpose of apprising the public of the location of such enterprise and the type of activity in which it is engaged.

Sign, incidental shall mean a sign not exceeding one square foot in size attached to a freestanding sign or affixed to a wall that either:

A. Identifies credit cards accepted by the owner, tenant or occupant of the lot where the incidental sign is located; or

B. Provides an official notice of services required by law or trade affiliation.~~a sign, generally informational, that has a purpose secondary to the use of the property on which it is located, such as "no parking," "entrance," "loading only," and other similar directives. No sign with a commercial message legible from a position off the zone lot on which the sign is located shall be considered incidental.~~

Sign, intermittent shall mean a sign which permits light to be turned on or off intermittently more frequently than once every 24 hours or which is operated in a way whereby light is turned on or off intermittently more frequently than once every 24 hours, including any illuminated sign on which such illumination is not kept stationary or constant in intensity and color at all times when such sign is in use, including a LED (light-emitting diode) or digital sign, and that varies in intensity or color more frequently than once every 24 hours.

Sign maintenance shall mean replacing, repairing or repainting a portion of a sign structure, or periodically changing copy or renewing copy, which has been made unusable by ordinary wear.

Sign, nameplate or Occupant identification shall mean a sign indicating the name and/or profession or address of a person or persons residing or legally occupying the premises.

Sign, nonconforming shall mean a sign that was lawfully erected but no longer conforms to the regulations provided in Chapter 30 of the Asbury Park City Land Development Regulations.~~any~~

sign that does not conform to the requirements of this chapter.

Sign, off-premises or off-site shall mean any sign relating in its subject matter to commodities, accommodations, services or activities on premises other than the premises on which the sign is located.

Sign, permanent shall mean any sign which, when installed, is intended for permanent use. For the purposes of this chapter, any sign with an intended use in excess of six months from the date of installation shall be deemed a permanent sign.

Sign, portable shall mean any sign, banner or poster that is not permanently attached to the ground or structure. For purposes of this chapter, an inflatable sign shall be considered a portable sign. ~~any sign not permanently attached to the ground or other permanent structure, or a sign designed to be transported, including, but not limited to, signs designed to be transported by means of wheels; signs converted to A- or T-frames; sandwich board signs; balloons used as signs; umbrellas used for advertising; and signs attached to or painted on vehicles parked or visible from the public right of way, unless such vehicle is used in the normal day-to-day operations of the business.~~

Sign, projecting shall mean a sign mounted perpendicular to the building façade. ~~any sign affixed to a building or wall in such manner that its leading edge extends more than six (6) inches beyond the surface of such building or wall.~~

Sign, real estate shall mean a sign advertising the sale, rental or lease of the premises or part of the premises on which the sign is displayed temporarily. ~~pertaining to the lease, rental or sale of the premises, or a portion of the premises on which the sign is located.~~

Sign, residential shall mean any sign located in a district zoned for residential uses that contains no commercial message except advertising for goods and services legally offered on the premises where the sign is located, if offering such goods or services at such location conforms with all requirements of the Land Development Regulations.

Sign, revolving or rotating shall mean any sign that revolves or rotates.

Sign, roof shall mean any sign erected and constructed wholly on or over the roof of a building which is supported by the roof structure, or any sign that extends in whole or in part above the roofline of a building. For purposes of this definition, "roofline" shall mean the highest continuous horizontal line of a roof. On a sloping roof, the roofline is the principal eave or the highest line common to one or more principal eaves of a roof. On a flat roof, the roofline is the highest continuous line of a roof or parapet, whichever is higher. ~~and over the roof of a building, supported by the roof structure.~~

Sign, roof, integral shall mean any sign erected or constructed as an integral or essentially integral part of a normal roof structure of any design, such that no part of the sign extends vertically above the highest portion of the roof and such that no part of the sign is separated from the rest of the roof by a space of more than six (6) inches.

Sign, safety - See "warning sign."

Sign, sandwich board shall mean a temporary, portable, double-faced, freestanding sign in an "A-Frame" configuration and that is supported only by the two panels that also serve to display

the message(s), or the legs that serve as the frame for display panels. Such signs shall not include any supporting elements separate from the display panels themselves.

Sign, snipe (bandit sign) shall mean any sign tacked, nailed, posted, pasted, glued or otherwise attached to trees, rocks or other natural features, or poles, stakes or fences with the message appearing thereon not applicable to the present use of the premises upon which the sign is located. This shall not include warning signs such as "no trespassing" signs or "no hunting" signs.

Sign, special event shall mean a sign, regardless of its content, providing notice of or direction to an event, gathering, assembly or meeting that is open to the public at large.

Sign, statutory shall mean a sign required by any statute or regulation of the State of New Jersey or United States.

Sign, street address shall mean any sign denoting the street address of the premises on which it is attached or located.

Sign structure shall mean any structure which is designed specifically for the purpose of supporting a sign, which has supports or which is capable of supporting a sign. The definition shall include any decorative covers, braces, wires, supports or other components attached to or placed around the sign structure.

~~Sign, suspended shall mean a sign that is suspended from the underside of a horizontal plane surface and is supported by such surface.~~

~~Sign, temporary shall mean a sign intended for a use not permanent in nature. A sign with an intended use of 60 days or less shall be deemed a temporary sign, unless specified otherwise herein. any sign that is used only temporarily and is not mounted permanently.~~

Sign, traffic control device shall mean any sign located within the right-of-way that functions as a traffic control device and that is described and identified in the Manual on Uniform Traffic Control Devices (MUTCD) and approved by the Federal Highway Administrator as the national standard. A traffic control device sign includes those signs that are classified and defined by their function as regulatory signs (that give notice of traffic laws or regulations), warning signs (that give notice of a situation that might not readily be apparent), and guide signs (that show route designations, directions, distances, services, points of interest, and other geographical, recreational or cultural information).

Sign, vehicle shall mean any sign or signs where the total sign area covers more than 10 square feet of the vehicle.

Sign, viewpoint shall mean a sign communicating information or views on matters of public policy or public concern or containing any other noncommercial message, that is otherwise lawful. Viewpoint signs are exempt from content regulations within the scope of protected speech; and any other requirements in conflict with federal and state common law protecting expressive activity and viewpoint communication.

~~Sign, wall shall mean any sign attached parallel to, but within six (6) inches of a wall, painted on the wall surface of, or erected and confined within the limits of an outside wall of any building or structure, which is supported by such wall or building, and which displays only one~~

~~(t) sign surface.~~

Sign, warning or Safety sign shall mean a sign that functions to provide a warning of a dangerous condition or situation that might not be readily apparent or that poses a threat of serious injury (e.g., gas line, high voltage, condemned building, etc.) or that functions to provide a warning of a violation of law (e.g., no trespassing, no hunting allowed, etc.).

Sign, wind shall mean a sign which uses objects or material fastened in such a manner as to move upon being subjected to pressure by wind, and shall include banners, pennants, ribbons, spinners, streamers or captive balloons; however, the term "wind signs" shall not include flags.

Sign, window shall mean any sign mounted in any fashion on the interior or exterior of the surface of a window. ~~any sign, pictures, symbol, or combination thereof, designed to communicate information about an activity, business, commodity, event, sale, or service, that is placed inside a window or upon the window panes or glass and is visible from the exterior of the window.~~

Site shall mean any plot or parcel of land or combination of contiguous lots or parcels of land.

Site plan shall mean a development plan of one (1) or more lots on which is shown: (1) the existing and proposed conditions of the lot, including but not necessarily limited to topography, vegetation, drainage, flood plains, marshes and waterways; (2) the location of all existing and proposed buildings, drives, parking spaces, walkways, means of ingress and egress, drainage facilities, utility services, landscaping, structures and signs, lighting, screening devices; and (3) any other information that may be reasonably required in order that an informed determination may be made by the Boards pursuant to this chapter.

Soil Conservation District shall mean the governmental subdivision of this State which encompasses this City, organized in accordance with the provisions of Chapter 23, Title 4 (N.J.S.A. 4:24-1 et seq.).

Soil Erosion and Sedimentation Control Plan shall mean a plan which indicates necessary land treatment measures, including a schedule for installation, which will effectively minimize soil erosion and sedimentation. Such measures shall be at least equivalent to the standards and specifications as adopted by the ~~Monmouth County~~ Freehold Soil Conservation District.

Soup kitchen/food pantry shall mean an establishment engaged primarily in distributing food directly to the needy, for free or at very low cost.

Special anatomical areas shall mean and include any of the following: (1) less than completely and opaquely covered human genitals, pubic region, buttocks, anus, or female breasts below a point immediately above the areola; or, (2) human male genitals in a discernibly turgid state, even if completely and opaquely covered.

Special question shall mean a matter which is brought before the Zoning Board of Adjustment pursuant to subsection 30-22.3b. Special questions shall be exempt from the notice requirements of subsection 30-29.2.

~~Specified sexual activities shall mean and include the following: (1) the fondling or other erotic touching of human genitals, pubic region, buttocks, anus or female breasts; (2) sex acts, normal or perverted, actual or simulated, including intercourse, oral copulation, or sodomy; (3)~~

masturbation, actual or simulated; (4) excretory functions as part of or in connection with any of the activities set forth in subparagraphs (1) through (3) of this definition.

Stacked parking shall mean motor vehicle parking spaces which conform to the minimum stall width and length requirements of subsection 30-59 but which are stacked vertically atop one another.

Step-down facilities shall mean a residential facility consisting of living accommodations for former patients diagnosed and treated in a medical institution for a high risk transmittable disease such as Acquired Immune Deficiency Syndrome (AIDS) and where specialized medical care continues to be provided to such residents. Step-down facilities, as herein defined, shall be regulated as a "community residence" in accordance with the provisions of subsection 30-76.3c., except that such provisions shall apply to former patients diagnosed and treated in a medical institution for a high risk transmittable disease rather than to "developmentally disabled" or "mentally ill" persons.

Stoop shall mean a narrow staircase ending with an uncovered platform at a building entrance.

Stormwater detention shall mean any storm drainage technique which retards or detains runoff, such as a detention or retention basin, parking lot storage, rooftop storage, porous pavement, dry wells or any combination thereof.

Story shall mean that portion of a building included between the surface of any floor and the surface of the floor next above it, or in its absence, the ceiling or roof above. ~~A basement, as defined in this section, shall be considered that portion of a "story" when its ceiling height above the average finished grade bears to the height of the "story."~~

Story, half shall mean a space under a sloping roof which has the line of intersection of roof decking and wall face not more than three (3) feet above the top floor level, and in which space, the possible floor area with head room of five (5) feet or less occupies at least forty (40%) percent of the total area of the story directly beneath.

Street shall mean any street, avenue, boulevard, road, parkway, viaduct, drive or other way: (1) which is an existing State, County, or municipal roadway; or (2) which is shown upon a plat heretofore approved pursuant to law; or (3) which is approved by official action as provided by this act; or (4) which is shown on a plat duly filed and recorded in the office of the County Recording Officer prior to the appointment of a Planning Board and the grant to such Board of the power to review plats; and includes the land between the street lines, whether improved or unimproved, and may comprise pavement, shoulders, gutters, curbs, sidewalks, parking areas and other areas within the street lines. An alley, as defined in Section 30-15, does not constitute a "street" as is defined herein and lots having frontage on an alley shall not be construed as having frontage on a street for the purposes of compliance with paragraph e of subsection 30-68.2.

Street, arterial shall mean: (1) a street so designated in the duly adopted or revised Asbury Park Master Plan; or (2) a street used and intended as a thoroughfare between neighborhoods and as a connector to major highways.

Street line shall mean the dividing line between a street and an abutting lot.

Street, local shall mean a street which is used and intended primarily for access to abutting properties.

Structural alteration shall mean any change and/or modification to a structure as herein defined.

Structure shall mean a combination of materials to form a construction for occupancy, use or ornamentation whether installed on, above or below the surface of land or water.

Structure, advertising shall mean any rigid or semi-rigid material with or without a sign displayed thereon, situated upon or attached to real property outdoors for the purpose of furnishing a background, base or support on which a sign may be posted or displayed.

Subdivision shall mean the division of a lot, tract or parcel of land into two (2) or more lots, tracts, parcels or other divisions of land for sale or development. The following shall not be considered subdivisions within the meaning of this chapter if no new streets are created: (1) divisions of land found by the Planning Board to be for agricultural purposes where all resulting parcels are five (5) acres or larger in size; (2) divisions of property by testamentary or intestate provisions; (3) divisions of property upon court order; and (4) conveyances so as to combine existing lots by deed or other instrument. The term "subdivision" shall also include the term "resubdivision."

Substantial improvement shall mean any repair, reconstruction or improvement of a structure, the cost of which equals or exceeds fifty (50%) percent of the market value of the structure either: (1) before the improvement or repair is started; or (2) if the structure has been damaged and is being restored, before the damage occurred. For the purposes of this definition, "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure. The term does not, however, include either: (1) any project for improvement of a structure to comply with existing State or local health, sanitary or safety code specifications, which are solely necessary to assure safe living conditions; or (2) any alteration of a structure listed on the National Register of Historic Places or a State Inventory of Historic Places.

Tandem parking shall mean motor vehicle parking spaces which conform to the minimum stall width and length requirements of subsection 30-59 but which are oriented with one space in front of another with no aisleway or other space between them.

Temporary structure shall mean a tent or similar structure made of solid or flexible materials. No tent or other temporary structure shall be erected for a period exceeding fourteen (14) days in any twelve (12) month period.

Theme entertainment center shall mean one (1) or more buildings arranged and intended to provide various forms of entertainment based upon a central theme and designed to educate participants and spectators on subject matter related to that theme.

Townhouse shall mean a multi-family housing style that consists of not less than three (3) single-family attached dwelling units, in one structure, separated by vertical party walls, and attached or semi detached dwelling with two (2) direct means of access from the outside, and having separate cooking, sleeping and sanitary facilities, and separate facilities for sewerage,

~~heating, water, electric and gas.~~

Tract shall mean property which is the subject of a development application.

Trailer shall mean a vehicle used for carrying people, carrying or storing material or objects, or for temporary working, living or sleeping purposes, and standing on wheels or on rigid supports.

Twin house. See "dwelling, semi-detached."

Urgent Care shall mean any use engaged in providing walk-in, extended hour access for acute illness and injury care that is either beyond the scope or availability of the typical primary care practice or medical clinic. No overnight patients shall be kept on the premises. Medical offices and hospitals shall not be included.

Variance, bulk shall mean relief ~~a waiver~~ from the literal application of any of the standards or requirements of Article VI of this chapter, other than permitted uses and as specified in the Municipal Land Use Law (N.J.S.A. 40:55D-70c).

Variance, use shall mean relief ~~a waiver~~ from the literal application of any of the standards of Article VI of this chapter, governing permitted land uses and as specified in the Municipal Land Use Law (N.J.S.A. 40:55D-70d).

Vehicle, motor shall mean any device in, upon or by which a person or property is or may be transported upon a highway, excepting devices moved by human power or used exclusively upon stationary rails or tracks, or motorized bicycles.

Vehicle, recreational shall mean vehicular type, portable structures which can be towed, hauled or driven, primarily designed as temporary living accommodations for recreational, camping and travel use and including travel trailers, truck campers, camping trailers and self-powered motor homes.

Vehicular sale area shall mean an open area, other than a right-of-way or public parking area, used for display, sale or rental of new or used vehicles in operable condition and where no repair work is done.

Warehouse shall mean an establishment in which the principal use is long or short term storage and which is inaccessible to the public during normal business hours for the purpose of purchasing merchandise.

Yard shall mean the exterior open area between the wall of a building or structure and a lot line.

Yard, aggregate side shall mean the sum of the two (2) side yards of a building or structure.

Yard, front shall mean the exterior open area extending the full width of the lot between the street line and the nearest front wall of a building or structure.

Yard, rear shall mean the exterior open area extending the full width of the lot area between the nearest rear wall of a principal building or structure and the rear lot line.

Yard, side shall mean the exterior open area between the side lot line and the side wall of a

building or structure and extending from the front yard to the rear yard.

Zoning Board of Adjustment shall mean the Asbury Park Zoning Board of Adjustment.

Zoning boundary shall mean the dividing line between one (1) zoning district and another.

Zoning district shall mean a contiguous area delineated on the duly adopted and revised Zoning Plan Map which is attached to and made a part hereof, where land uses and development are regulated as specified in this chapter.

Zoning permit shall mean a document signed by the Zoning Officer or Zoning Inspector which is required by this chapter, as a condition precedent to the commencement of a use or the erection, construction, reconstruction, alteration, conversion, or installation of a structure or building; and which acknowledges that such use, structure or building complies with the provisions of this chapter or variance therefrom.

Draft Community Design Standards Update for Asbury Park

Replace/Add the following text:

~~30-64~~ **Reserved: Community Design Regulations**

30-64.1 Purposes.

Pursuant to the Municipal Land Use Law, N.J.S.A. 40:55D-65i, this section is intended to preserve and protect the character of residential neighborhoods and commercial districts in the City in a manner consistent with their architectural history as set forth in the Historic Preservation Element of the Asbury Park Master Plan (1990) and the ~~Land Use Plan Element of the~~ Asbury Park Master Plan (2017). The standards contained herein are designed to provide for new development ~~on vacant lots~~ and additions to existing structures that are consistent and complimentary to original homes and buildings. This section is also intended to provide design standards for non-residential and mixed-use development in low density residential neighborhoods so as to preserve and enhance ~~property values for the public welfare~~ the built environment.

30-64.2 Applicability.

The standards of this section shall apply to all residential historic districts, now or hereafter designated, and to all R1, R2, ~~R1A~~ R3 and ~~B PO~~ zones, as shown on the Official Zoning Map, as amended.

30-64.3 Rehabilitation.

No porch or other architectural feature such as cornices, columns, dormer windows, railings, doors, etc., required under this section and present on an existing building in a historic district on the effective date of this section shall be removed unless it is replaced with same, if element is architecturally accurate, or replaced with construction to be in character with the building and historic district in which it is located and is replaced in accordance with the standards set forth herein. The architectural elements to be included will be based upon the building's style and structures of similar use already existing within the block fronts on either side of the street within which the site of the proposed construction is located. ~~Primary entrance doors cannot be relocated to face side yard.~~ Existing historic buildings shall retain their distinguishing features as part of any renovation or building additions.

30-64.4 New Construction.

In addition to the standards for height, bulk and yards set forth in Section 30-67, the following standards shall be met:

- a. *Building Height.* A new building to be constructed within a designated district as described in this section must have two (2) stories, unless more than fifty (50%) percent of the existing homes on the same block and facing the same street have less than two (2) stories.

b. *Massing.* A new building to be constructed ~~on a vacant lot~~ within a designated district as described in this section must include a variety of structural or ornamental indentations and/or projections consistent with those present on at least fifty (50%) percent of the existing homes on the same block and facing the same street. At minimum, an open front porch, constructed of wood and with railings and trim consistent with other homes in the immediate neighborhood, shall be provided unless more than fifty (50%) percent of the existing homes on the same block and facing the same street have no front porch. Other examples of applicable recessed or projecting features include dormers, bay windows, turrets, recessed entrances, chimneys, etc. All porch and deck railings shall be thirty-six (36) inches in height or as otherwise required under the Uniform Construction Code (N.J.A.C. 5:23, et seq.) and shall include either square, cylindrical or lathed balusters spaced two (2) to four (4) inches apart (see illustration), or decorative railings made of wrought iron or other style and material compatible with Victorian Period architecture.

c. *Roof Treatments.* A new building to be constructed ~~on a vacant lot~~ within a designated district as described in this section must be designed with at least one (1) roof type present on two (2) or more homes within the same block and facing the same street. In the event that two (2) or more adjoining lots become vacant within a block front, the home constructed on any individual lot must include a roof consistent with one (1) or more of the following: Gambrel, High or acute angle Gable, Mansard, or Hip. These roof types are illustrated below.

d. *Ornamentation.* A new building to be constructed ~~on a vacant lot~~ within a designated district as described in this section must be designed with at least one (1) type of ornamentation present on two (2) or more homes within the same block and facing the same street. In the event that two (2) or more adjoining lots become vacant within a block front, the home constructed on any individual lot must include ornamentation consistent with one (1) or more of the following: Palladian window or equivalent; cornices or sashes; small paned windows; door openings with fan and side windows; polygonal or cylindrical towers; stained glass windows; lathed balusters; etc. These examples are illustrated below.

e. *Materials.* A new building to be constructed ~~on a vacant lot~~ within a designated district as described in this section must be designed with at least one (1) type of building material used for siding and roofing present on two (2) or more homes within the same block and facing the same street. In the event that two (2) or more adjoining lots become vacant within a block front, the home constructed on any individual lot must include a siding or roofing material consistent with one (1) or more of the following: clapboard or cedar shingle siding or equivalent; shingle roof - including slate shingles, if feasible; standing seam metal roofs; brick or stucco facades, etc. Some of these examples are illustrated in the composite illustration above.

f. *Orientation.* A building to be constructed within a designated district as described in this section must have the primary façade and front entrance of the principal structure facing the public sidewalk and street. Front/primary entrance doors are not permitted facing side yards. No blank walls shall face a street. Garage doors/openings are prohibited from facing the street unless located behind the rear building wall of the residence. The façade of an attached garage shall be offset behind the front building wall of the residence at least five (5) feet. ~~Doors. A building to be constructed on a vacant lot within a designated district as described in this section must have the primary façade and front entrance of the principal structure facing the public sidewalk and street. Front/primary entrance doors are not permitted facing side yards.~~

30-64.5 Additions to Existing Homes.

In addition to the standards for height, bulk and yards set forth in Section 30-67, the following standards shall be met:

a. *One Story Design of Additions.* An addition to an existing home within a designated district that is proposed at one (1) story in height shall be limited to the side or rear yard and should use common or visually related materials with to those comprising the existing principal building the main house. Rooflines may be extended from the eaves of the second story roof or may incorporate a new compatible roof based on this section. The pitch of new roofs may vary from the pitch of existing roofs. The same standards for ornamentation for new construction shall be applied to additions to existing buildings. The architecture of any new addition shall be compatible with the architecture and overall composition of building elements exhibited in the existing principal building. Safety railings for new decks and porches shall conform with subsection 30-64.4b.

b. *Two Story Additions.* An addition to an existing home within a designated district that is proposed at two (2) stories in height shall be limited to the side or rear yard and should use common materials with the main house. Rooflines may be extended from the existing house or may incorporate a new compatible roof based on this section. The same standards for ornamentation shall be applied to two (2) story additions as are applied to new construction. Safety railings for new decks and porches shall conform with subsection 30-64.4b.

30-64.6 Undeveloped Lots.

Any building to be constructed on any vacant lot shall include design features typical of the ~~election~~ district neighborhood or zoning district in which the property is situated. Such design features shall include the height of the building, its massing, roof treatment, ornamentation and building materials. The Zoning ~~Enforcement~~ Officer shall review applications for the development of residences on vacant properties to determine whether the provisions of Section 30-64.9 are satisfied. ~~The Zoning Enforcement Officer may refer such applications to the Planning Board.~~

30-64.7 Commercial and Mixed Use Buildings.

Commercial and mixed use buildings are required to be oriented to the primary street on which they have frontage and designed to incorporate building scale and massing that is compatible with a walkable environment. This includes a building's height, setback, façade composition, fenestration and materials. Such features should be compatible with and complement the historic architectural styles prevalent in the City's business districts and create a visually appealing streetscape.

Draft Zoning Amendments for Asbury Park

Replace/Add the following new text:

30-65 PURPOSE AND INTENT.

a. The purpose of this article is to provide precise and detailed standards by which to guide the type and intensity of development in the City. It is intended to facilitate controlled growth and redevelopment in accordance with the Master Plan; including the Waterfront Redevelopment Plan and any other Master Plan amendments or revisions hereafter adopted.

b. This Zoning Article shall be termed permissive in structure. After the effective date of this article no use or structure shall be permitted in the City which is not listed as a permitted, accessory, or conditional use, or unless permitted by action of the Zoning Board of Adjustment.

(2000 Code § 30-65)

30-66 ZONE DISTRICTS.

30-66.1 Designation of Zoning Districts.

For the purpose of this chapter, the City is hereby divided into districts or zones, to be designated as follows:

R1 Single Family Residential

~~R1A Single Family Attached Residential~~

R2 One and Two to Four Family Residential

R3 ~~Medium Density~~ Multifamily Residential

~~B1 Downtown Retail District~~

~~B2 Business Main Street Retail Sales and Service~~

~~NC Neighborhood Commercial~~

L-I Light Industrial

~~PO Professional Office~~

P1 Parks

P2 Schools ~~Municipal Property~~

~~P4 Schools~~

Deal Lake Drive Inclusionary Housing District

WRA Waterfront Redevelopment Area

MSRA Main Street Redevelopment Area

CBD Central Business District Redevelopment Area

STAR S.T.A.R.S. Redevelopment Area

SAR Springwood Avenue Redevelopment Area

WARA Washington Avenue Redevelopment Area

Scattered Site Redevelopment Program Phase 1A

1001 First Avenue Redevelopment Area (2000 Code § 30•66.1)

30-66.2 Zoning Map.

The location and boundaries of the above districts are hereby established on the Zoning Map of the City, which is adopted by and made a part of this Chapter. The map or maps and all notations, references and designations shown thereon shall be a part of this Chapter as if the same were all fully described and set forth herein. The map shall also be the Official Map of the City pursuant to N.J.S.A. 40:55D-32. (The Zoning Map can be found in the City offices.) (2000 Code § 30• 66.2)

30-66.2A — Zoning Map Amendments.

a. ~~S.T.A.R.S. Redevelopment Zone and Waterfront Redevelopment Zone.~~

1. ~~The City Engineers, T&M Associates, have updated the City Zoning Map to add the S.T.A.R.S. Redevelopment Zone and the Waterfront Redevelopment Area boundaries.~~

2. ~~The areas that were added were based upon the S.T.A.R.S. Redevelopment Area Ordinance 2548, which was certified on July 6, 2000, and the Waterfront Redevelopment Area Ordinance No. 2607, certified June 6, 2002.~~

3. ~~The specific changes to the Zoning Map are as follows:~~

(a) ~~The S.T.A.R.S. Area boundary has been added and the new Neighborhood Commercial (NC) S.T.A.R.S. District along with the Residential Redevelopment (RR) District have been shown.~~

~~No separate designation has been provided for the S.T.A.R.S. Neighborhood Commercial Area (NC) Zone, other than a distinct color differentiation from the existing NC Zone, which exists throughout the City.~~

(b) ~~The Waterfront Redevelopment Area boundary has been added and there has been a differentiation of the Renovation Infill Overlay Zone from the Prime Renewal Area. The Prime Renewal Area is shown as the "WRA" Zone and now fully encompasses the entire existing Prime Renewal Area and the P1 and P2 Properties which were previously designated on the Zoning Map in the Prime Renewal Area. The southern half of Block 141 (Lots 1 to 5), fronting on Sewall Avenue, between Grand Avenue and Heck Street, is now part of the Professional Office (R2PO) Zone.~~

~~The Zoning Map is added, as amended above and annexed hereto and made a part hereof, to subsection 30-66.2 and shall replace the prior Zoning Map in said subsection. (The Zoning Map can be found in the City offices.) (Ord. No. 2638)~~

30-66.3 Designation of District Boundaries.

a. Unless otherwise noted, the district boundary lines are intended generally to follow the center lines of streets; the center lines of railroad rights-of-way; existing lot lines; the center lines of rivers, streams and other waterways; and Municipal boundary lines. However, where a district boundary line does not follow such a line, its position shall be shown on the Zoning Map by a specific dimension expressing its distance in feet from a street line or other boundary line as indicated.

b. In the event a district boundary line divides one (1) or more lots, the zoning regulations of the zoning district which has the larger portion of the lot area shall apply. If the portions of the lot in each zoning district are equal, the zoning regulations of the least intense permitted uses shall apply. ~~then the zone boundary line shall be considered the lot limit for computing all area, bulk, yard, buffer and any other dimension requirements specified in this article, unless a zone district boundary line falls within twenty (20) feet of a lot line existing at the time of passage of this chapter, then the lot line shall be considered the zone boundary line.~~

c. In cases of uncertainty or disagreement as to the true location of any district boundaryline, the determination shall be made by the Board of Adjustment. (2000 Code § 30•66.3)

30-67 SCHEDULE OF ZONE DISTRICT AREA, YARD AND BUILDING REQUIREMENTS.

The Schedule of Area, Yard and Building Requirements is contained in Schedule 1. (2000 Code § 30•67)

SCHEDULE 1: SCHEDULE OF HEIGHT, YARD AND BULK REQUIREMENTS—COMMERCIAL
City of Asbury Park (Section 30-67)

Zone	Lot Size	Lot Width	Front Yard	Side Yard	Agg. Side	Rear Yard	Height	Bldg. Cov.	Imp. Cov.	Density	FAR
R1	5,000 sq. ft.	50 ft.	25 ft. ¹	6 ft.	14 ft.	25 ft.	2.5 st. 30 ft.	30%	65%	N/A	N/A
R2	2,500 sf./unit	50 ft.	25 ft. ¹	6 ft.	14 ft.	25 ft.	2.5 st. 30 ft.	30%	65 %	17 D.U./Ac.	N/A
R3 1-2 Fam Multi	Same as R1 10,000 s.f	Same as R1 100 ft.	30 ft. ¹	Same as R1 20% of Lot Width	Same as R1 40% Lot Width	30 ft.	Same as R1 5 st. 60 ft.	30%	65% 65%	N/A 50 D.U./Ac.	N/A 1.5
B	Vacant parcels: 5,000 sf All others: existing lot area	Vacant parcels: 5,000 sf All others: existing lot width	Memorial Dr.: Min 10 ft; Max 25 ft All other streets: Min. 0 ft; Max. 10 ft	Adjacent to non-residential district or use: none Adjacent to residential district or use: floors 1-3 = 5 ft. floor 4 = 15 ft. floor 5 = 25 ft.	N/A	10 ft	4 stories. 50 ft	80%	80%	40 du/ac	2.5
LI	10,000 s.f.	75 ft.	10 ft.max.	5 ft.	10 ft.	20 ft.	3 st. 40 ft.	80%	90%	N/A	1

¹ The minimum required front yard setback shall be the prevailing setback of principal structures along the same block frontage and facing the same street. Refer to §30-15 Definitions.

Commercial Uses Part 1

ZONE	Min. Lot Size	Min. Lot Width	Min. Side Yd.	Min. Agg. Side	Min. Front Yd.
B1	None	None	None or 5' to abutting bldg.	--	None
B2	None	None	Same as B1	--	10 ft.
NC	5,000 s.f.	50 ft.	Same as B1	--	10 ft. min.
PO	5,000 s.f.	50 ft.	Same as R1	Same as R1	Same as R1
L1	None	None	Same as B1	--	10 ft.
WRA	PURSUANT TO WATERFRONT REDEVELOPMENT PLAN				

Commercial Uses Part 2

ZONE	Min. Rear Yd.	Max. Density	Max. FAR	Min. OSR	Max. Bldg. Cov.	Max. Height	Height/Acc. Bldg.
B1	10% Lot Depth- ±	--	2.5	--	90% above 1st St.	6 st. 75 ft.	Same as Princ. Struc.
B2	Same as B1	--	1	--	Same as B1	3 st. 40 ft.	Same as Princ. Struc.
NC	30 ft.	--	0.75	--	50%/80% w. Parking	3 st. 30 ft.	Same as Princ. Struc.
PO	Same as R1	--	0.75	--	35%/50% w. Parking	3 st. 30 ft.	Same as Princ. Struc.
L1	Same as B1	--	2.5	--	Same as B1	3 st. 40 ft.	Same as Princ. Struc.
WRA	PURSUANT TO WATERFRONT REDEVELOPMENT PLAN						

*Notes can be found at the end of the Schedule.

SCHEDULE 1: SCHEDULE OF HEIGHT, YARD AND BULK REQUIREMENTS — RESIDENTIAL
City of Asbury Park (Section 30-67)

Residential Uses Part 1

ZONE	Min. Lot Size	Min. Lot Width	Min. Side Yd.	Min. Agg. Side	Min. Front Yd.
R1	5000 sq. ft.	50 ft.	6 ft.	14 ft.	25 ft.
R1A	5000:22000 T.H.	50:20 T.H.(a)	6:0-10 T.H.	14:0-10 T.H.	25 ft.
R2	2500 s.f./unit	50 ft.	6	14	25 ft.
R3	10000 s.f.	50:100 Multi.	6:Multi. 20% Lot Width	14:Multi. 40% Lot Width	30 ft.
PO	2500 s.f./unit	50 ft.	Same as R2	Same as R2	Same as R2
NC	Same as R2	Same as R2	Same as R2	Same as R2	Same as R2
WRA	PURSUANT TO WATERFRONT REDEVELOPMENT PLAN				

Residential Uses Part 2

ZONE	Min.-Rear Yd.	Max. Density	Max. FAR	Min. OSR	Max. Bldg. Cov.	Max. Height	Height/Acc. Bldg.
R1	25 ft.	8 D.U./Ae.	0.5	—	25%	2.5 st. 30 ft.	15 ft.
R1A	25 ft.	10 D.U./Ae.	0.5	0.35-T.H.	25% max. T.H.	3 st. 30 ft.	15 ft.
R2	25 ft.	17 D.U./Ae.	0.5	—	25%	2.5 st. 30 ft.	15 ft.
R3	30 ft.	50 D.U./Ae.	0.5	0.3	25%/35% Multi.	5 st. 60 ft.	15 ft.
PO	Same as R2	Same as R2	Same as R2	—	35%	3 st. 30 ft.	15 ft.
NC	Same as R2	17 D.U./Ae.	0.75	0	35%	3 st. 40 ft.	Same as Princ. Struc.
WRA	PURSUANT TO WATERFRONT REDEVELOPMENT PLAN						

*Notes can be found at the end of the Schedule.

NOTES: SCHEDULE 1 — Height, Yard and Bulk Requirements.

- (a) Minimum tract area for townhouse developments is twenty thousand (20,000) square feet and minimum tract frontage is one hundred (100) feet (See subsection 30-73.5, "Townhouse Developments"). Developments using three (3) or more attached "townhouse" style dwelling units and where the entire development is in a condominium form of ownership shall be considered multi-family residential uses and shall conform to the requirements of the zones in which they are located.
- (b) All residential dwelling units in a Commercial Zone shall be located on the second floor or above. Setback pertains to the portion of the building used for residential purposes in whole or in part.
- (c) The open space requirement in the Residential and B1 Zones may be met through provision of interior recreation areas, balconies and rooftop terraces.
- (d) Minimum lot sizes, lot widths and yard requirements apply to multi-family residential developments with densities equal to or less than the maximum permitted in the zone. A lot that has lot area or lot width less than the minimum permitted in the zone shall be developed in accordance with all requirements of a less dense residential zone containing minimum lot size and width requirements to which it conforms. One-family dwellings are permitted according to the requirements of the R1 Zoning districts and two-family uses may be developed according to R2 Zone requirements.
- (e) Front yards shall be appropriately landscaped with trees and shrubs. Landscape treatment subject to the approval of the Planning Board.

30-68 SUPPLEMENTARY ZONE DISTRICT REGULATIONS.

30-68.1 General.

- a. No building or structure shall be erected and no existing building or structure shall be moved, altered, added to or enlarged, nor shall any land or building be designed, used, or intended to be used for any purpose or in any manner other than as specified among the uses listed as permitted, accessory or conditional in the district in which such building or land is located.
- b. No building or structure shall be erected, reconstructed or structurally altered to exceed in height the limit designated for the district in which such building or structure is located.
- c. No building or structure shall be erected, no existing buildings or structures shall be altered, enlarged or rebuilt, nor shall any open space surrounding any building be encroached upon or reduced in any manner, except in conformity to the yard, lot area and building location regulations hereinafter designated for the district in which such building or open space is located. No yard or other open space

provided for any building for the purpose of complying with the provisions of this article shall be considered as providing a yard or other open space for any other building on any other lot.

d. No land in a residential zone shall be used to fulfill open space, minimum area, minimum yard and setback requirements, parking or other similar requirements for uses in nonresidential zones.

e. The area or dimension of any lot, yard, parking area or other space shall not be reduced to less than the minimum required by this article; and if already less than the minimum required by this chapter, the area or dimension shall not be further reduced.

f. The maximum floor area ratio specified in this article shall not be exceeded, or, if already more than the maximum, shall not be further increased. The minimum open space ratio specified in this article shall be maintained, or, if already less than the minimum, shall not be further reduced.

g. Sexually oriented businesses are prohibited within all zoning districts.

30-68.2 Lot Regulations.

a. Nonconforming Lot. Notwithstanding any other provisions of this Article, any existing nonconforming lot in the R1, ~~R1A~~, R2 and R3 Zones which is not adjacent to any other lot under the same ownership and which is nonconforming due to width or area may be improved with a new building or structure in accordance with the requirements of this article, provided that:

1. The minimum setbacks and other requirements shall be as specified in Schedule 1 except as noted below.
2. Required side street setbacks on corner lots may be reduced one (1) foot for each three (3) feet the lot is under the minimum width required in the zone district but shall not be reduced below one-half (1/2) the minimum required setback.
3. In no case shall a detached residential structure be less than twenty (20) feet in length or width.

b. Lot Width. On regularly shaped lots, the minimum lot width of any lot shall be measured at the front property line and required front yard setback line as required for the zone in which it is located and shall be maintained for a distance of not less than forty (40) feet to the rear of the required front yard setback line. Where lots front on cul-de-sacs or curved streets, the minimum lot width may be sixty-five (65%) percent of the required minimum or fifty (50) feet, whichever is greater, measured on the arc of the right-of-way line.

c. Corner Lots. Corner lots shall have two front yards, one rear yard and one side yard. The required front yard shall be maintained on both streets except as otherwise permitted in this article.

d. Through Lots. A through lot in a residence zone shall be considered as having two (2) street frontages, both of which shall be subject to the front yard requirements of this article. Where a lot is bounded on three (3) or more sides by roads, the side opposite the front yard shall be considered the rear yard and the minimum rear yard setback shall be maintained. The remaining frontage shall be considered side yard but the front yard setback shall be maintained for the side street.

e. Frontage Upon a Street. Every principal building shall be built upon a lot with the minimum required frontage upon an approved street which shall be improved in accordance with the street standards established by the City.

f. Number of Buildings Restricted. There shall not be more than one (1) principal structure on each lot in the R1 through R3 districts.

g. For the purposes of this section, the "front yard" or "front yard setback" shall mean the "minimum front yard" specified in Section 30-67. When the prevailing setback of existing buildings along a block front is less than the setback required in Section 30-67, the prevailing setback may be applied as the "front yard setback" for a new building along the same block front, provided that such setback shall not be less than ten (10) feet.

30-68.3 Height Regulations.

a. General Application. No building or structure shall have a greater number of stories or greater height than permitted in the zone where such building or structure is located.

b. Permitted Exceptions:

1. Height limitations stipulated elsewhere in this chapter shall not apply to the following when attached to a principal structure: spires; belfries; cupolas and domes; monuments; chimneys; flagpoles; fire towers; tanks; water towers and standpipes; radio and satellite dish antennas when attached to nonresidential principal buildings. Freestanding structures that are not principal buildings shall be considered accessory structures and shall meet the height requirements set forth in Schedule 1 except as otherwise specified in the Land Development Regulations.

2. Mechanical appurtenances such as condensers, elevator penthouses, exhaust fans, air-conditioning equipment and other similar equipment are exempt from height restrictions, provided they do not extend more than twelve (12) feet above the maximum height limitations, cover no more than twenty (20%) percent of the roof area, and are properly shielded by a parapet wall.

3. In the B1, ~~B2~~ and LI Zone Districts, penthouses are exempt from height restrictions provided they cover not more than twenty (20%) percent of the main roof area, are not more than twelve (12) feet, 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.

c. Accessory Structures:

1. In all commercial and industrial districts, the height of accessory structures shall be limited to the height of the principal structure.

2. In all residential districts, the height of accessory structures shall not exceed 15 feet.

30-68.4 Yard Regulations.

a. Required yards shall be open to the sky and unobstructed, except that parapets, windowsills, door posts, rainwater leaders and similar ornamental or structural fixtures may project up to one (1) foot into such yards.

b. Cornices, eaves, bay windows and chimneys may project up to two (2) feet into any minimum required front, side or rear yard as set forth in Schedule 1.

c. Uncovered steps only may project up to five (5) feet into a required front or rear yard unless they are a structural component of a porch as defined in Section 30-15.

d. Room air-conditioning equipment, barbecues or patios or fire escapes may be located within any side or rear yard but shall not be less than five (5) feet from any property line.

e. Where any lot abuts a street right-of-way which is proposed to be widened as indicated on the Asbury Park Master Plan or Waterfront Redevelopment Plan, or Master Plan of Monmouth County, or by the State of New Jersey, setbacks and height restriction areas shall be measured from such proposed right-of-way. (2000 Code § 30-68.4)

30-69 Reserved COMMUNITY DESIGN REGULATIONS

30-70 USE REGULATIONS - RESIDENTIAL DISTRICTS.

30-70.1 ~~Principal Permitted and Conditional Uses.~~ Reserved

30-70.2 ~~Accessory Uses.~~ Reserved

30-70.3 (R1) - Single Family Residential Zone.

a. Permitted Principal Uses.

1. ~~Detached single family homes on individual lots of at least fifty (50) feet in width and five thousand (5,000) square feet.~~
2. Essential municipal services facilities.

b. Permitted Accessory Uses.

1. ~~Garages for the storage of motor vehicles or noncommercial property.~~
2. Personal recreational facilities such as swimming pools, basketball hoops, etc., subject to the requirements of this chapter.
3. Driveways for the parking of personal vehicles, subject to the provisions of this chapter.
4. Any other structure which is clearly incidental to the principal residential use of the premises.
5. Minor home occupations.

c. Permitted Conditional Uses. Pursuant to subsection 30-76.3 of this chapter:

1. Major home occupations.
2. Houses of worship.

d. Off-Street Parking Requirements.

1. Two (2) parking spaces shall be provided for any newly constructed or converted single family dwelling.

Requirement may be met through provision of an enclosed garage and driveway of at least twenty (20) feet in length between the property line and garage. (2000 Code § 30-70.3)

30-70.4 ~~Reserved~~ (R1A) - Attached Single Family Residential Zone.

a. ~~Permitted Principal Uses.~~

1. ~~Detached single family homes on individual lots of at least fifty (50) feet in width and five thousand (5,000) square feet.~~
2. ~~Essential municipal services/facilities.~~

b. ~~Permitted Accessory Uses.~~

1. ~~Garages for the storage of motor vehicles or noncommercial property.~~
2. ~~Personal recreational facilities such as swimming pools, basketball hoops, etc., subject to the requirements of this chapter.~~
3. ~~Driveways for the parking of personal vehicles, subject to the provisions of this chapter.~~
4. ~~Any other structure which is clearly incidental to the principal~~

~~residential use of the premises. 5. Minor home occupations.~~

~~c. Permitted Conditional Uses. Pursuant to subsection 30-76.3 of this chapter:~~

- ~~1. Major home occupations.~~
- ~~2. Funeral homes and houses of worship.~~
- ~~3. Attached single family residential developments of tracts of at least twenty-two thousand (22,000) square feet and a maximum residential density of ten (10) dwelling units per acre.~~

30-70.5 (R2) – One and Two to Four Family Residential Zone.

a. Permitted Principal Uses.

1. Detached single family ~~dwelling~~ homes on individual lots of at least fifty (50) feet in width and five thousand (5,000) square feet.
2. Two-family, ~~three-family, or four-family~~ dwellings within one (1) principal structure on a lot of not less than two thousand five hundred (2,500) square feet per dwelling unit.
3. Essential municipal services facilities.

b. Permitted Accessory Uses.

1. Garages ~~for the storage of motor vehicles or noncommercial property.~~
2. Personal recreational facilities such as swimming pools, basketball hoops, etc., subject to the requirements of this chapter.
3. Driveways for the parking of personal vehicles, subject to the provisions of this chapter.
4. Any other structure which is clearly incidental to the principal residential use of the premises.
5. Off-street parking facilities as required by this chapter and used exclusively by the occupants of a permitted residential use.
6. Minor home occupations.

c. Permitted Conditional Uses. Pursuant to subsection 30-76.3 of this chapter:

1. Major home occupations.
2. Funeral homes and houses of worship.
- ~~3. Rooming and boarding houses.~~

d. Off-Street Parking Requirements.

1. Single family dwellings: Pursuant to subsection 30-70.3 of this chapter.
2. Two-family dwellings: Three (3) off-street parking spaces. Parking spaces within enclosed garages may be counted towards the parking requirement provided that not more than one (1) driveway parking space is located behind any one (1) garage space.
- ~~3. Three- to four-family dwellings: One and one-half (1 1/2) parking spaces per dwelling unit.~~

30-70.6 (R3) - ~~Medium Density~~ Multifamily Residential Zone.

a. Permitted Principal Uses.

1. Detached single family ~~dwelling~~homes on individual lots of at least fifty (50) feet in width and five thousand (5,000) square feet.
2. Two-family, ~~three-family, or four-family~~ dwellings within one (1) principal structure on a lot of ~~not less than two thousand five hundred (2,500) square feet per dwelling unit.~~
3. ~~Low-rise~~ Multifamily residential dwellings on a tract of at least ten thousand (10,000) square feet at a maximum residential density of fifty (50) dwelling units per acre and a floor area ratio of 2.0. For the purposes of this chapter, low rise shall mean three (3) or more units arranged to provide individual access from ground level and no hallways common to more than two (2) units. Such arrangements may include townhouse style units in clusters of not more than four (4) units per building and may include condominium or cooperative forms of ownership.
4. Essential municipal services/facilities.

b. Permitted Accessory Uses.

1. Garages for the storage of motor vehicles or noncommercial property.
2. Personal recreational facilities such as swimming pools, basketball hoops, etc., subject to the requirements of this chapter.
3. Driveways for the parking of personal vehicles, subject to the provisions of this chapter.
4. Any other structure which is clearly incidental to the principal residential use of the premises.
5. ~~Off street parking facilities as required by this chapter and used exclusively by the occupants of a permitted residential use.~~
6. Minor home occupations.

c. Permitted Conditional Uses. Pursuant to subsection 30-76.3 of this chapter:

1. Major home occupations.
2. Funeral homes and houses of worship.
3. ~~Attached single-family residential~~ Townhouse developments of tracts of at least twenty-two thousand (22,000) square feet and a maximum residential density of ten (10) dwelling units per acre.
4. ~~Child care centers~~ Mid-rise multifamily residential buildings on tracts of twenty thousand (20,000) square feet or greater and a maximum height of five (5) stories and sixty (60) feet with common hallways accessible to not more than five (5) dwelling units per hallway and a maximum residential density of fifty (50) dwelling units per acre at a floor area ratio of 2.0.

5. Residential Health Care Facility.

d. Off-Street Parking Requirements.

1. Single-family dwellings: Pursuant to subsection 30-70.3 of this chapter.
2. Two-family dwellings: Three (3) off-street parking spaces. Parking spaces within

enclosed garages may be counted towards the parking requirement provided that not more than one (1) driveway parking space is located behind any one (1) garage space.

3. Three- to four-family dwellings: One and one-half (1 1/2) parking spaces per dwelling unit.

4. Multi-family dwellings:

Zero to one bedroom apartment One (1) parking space

Two or more bedroom apartment Two (2) parking spaces (2000 Code § 30•70.6)

30-70.7 Deal Lake Drive Inclusionary Housing Overlay District

- a. Purpose: The following provides for alternative zoning via overlay zoning that is applicable when five or more new units are created.
- b. Permitted Principal Uses
 1. Multi-family dwellings with a 20% set-aside of low and moderate income housing.
- c. Permitted Accessory Uses
 1. Accessory buildings
 2. Private recreational facilities and common open space
 3. Off-street parking facilities, including garages and/or structured parking
 4. Minor home occupations
 5. Uses which are customary and incidental to the principal use
- d. Permitted Conditional Use.
 1. None
- e. Off-Street Parking Requirements
 1. Parking shall be provided pursuant to Section 30-59.5 with the exception that parking shall not be required for low, moderate and middle income units.
- f. Affordable Housing Requirement
 1. Additional density of five (5) units per acre shall be provided where 8% or more new residential units are reserved for middle income housing and where 20% or more of new residential units are reserved for low- and moderate-income housing. The set aside requirement for low- and moderate-income housing units shall be required whenever five (5) or more new residential units are created, even if middle income units are provided.
 2. Affordable housing units shall comply with the City's affordable housing regulations and the Uniform Housing Affordability Control Rules (N.J.A.C. 5:80-26.1), which shall control in the case of any conflicts with this ordinance, provided that a minimum of 13 percent of the total low and moderate-income units shall be affordable to very low income households (i.e. 30% or less of median income).
- g. Bulk Standards and Site Design
 1. Minimum Lot Size: Lot size existing as of the effective date of this Ordinance

2. Minimum Lot Width: 20 feet
3. Minimum Front Yard: 30 feet
4. Maximum Front Yard 50 feet
5. Minimum Side Yard: 10 feet
6. Minimum Rear Yard: 30 feet
7. Maximum Density: 30 du/ac
8. Maximum Density: 60 du/ac
9. Maximum FAR: 1.7
10. Maximum Building Coverage: 50%
11. Maximum Lot Coverage: 80%
12. Maximum Principal Building Height: 8 stories 90 ft.
13. Maximum Accessory Building Height: 15 feet
14. Parking shall not be located between a building and a public street.
15. A planted buffer strip of not less than 5 feet in width or a solid fence in conjunction with a three foot wide planted buffer shall be provided along each side or rear property line that abuts a one (1) or two (2) family residence.

h. Building Design

1. 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.
2. Building materials and architectural details shall be consistent on all sides of each building.
3. Multiple principal buildings shall be permitted on a lot.
4. Maximum building length: 200 feet.
5. Any façade of a residential building shall not continue on the same plan for a linear distance of more than 75 feet. Minimum two-foot offsets shall be required at breaks in the façade plane.
6. Building facades shall be finished in wood, stone veneer, stucco, brick, fiber cement panel and/or cast stone. Metal shall be used only for minor accentuation of other elements of the façade.
7. 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.
8. Pedestrian friendly building design and on-site furnishings (outdoor tables, benches, bicycle racks, etc.) are required along Deal Lake Drive.
9. Roof Design
 - a) Roof shape, color, and texture shall be coordinated with the exterior materials of the

building's façade

- b) Roof design shall minimize the negative impact of roof protrusions by grouping plumbing vents, ducts, and other utility structures together
- c) 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 publicly accessible area, 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.

30-71 USE REGULATIONS - NONRESIDENTIAL DISTRICTS.

30-71.1 Reserved.

30-71.2 Accessory Uses.

Customary accessory uses such as signs (subject to Section 30-61) and parking facilities (subject to Section 30-59) are permitted in the B1, B2 and LI Zones. Storage trailers are specifically prohibited as accessory uses.

30-71.3 Reserved

30-71.4 Reserved.

30-71.5 (B)- Business District.

a. Permitted Uses:

1. Stores and shops for the conduct of a retail trade or services not specifically prohibited.
2. Personal services.
3. Take-out and sit-down restaurants.
4. Art galleries, art studios, museums, and theaters along Asbury Avenue.
5. Convenience stores.
6. Artist live/work studios.
7. Business, secretarial, and trade schools.
8. Gymnasiums, and health and fitness clubs.
9. Laundromats.
10. Dance studios, martial arts schools, and similar instructional schools.
11. Business and professional offices, bank, and fiduciary institutions.
12. Upper Story residences subject to subsection f. herein and §30-73.11.
13. Medical offices.
14. Arcades.
15. Automobile rental uses located along Memorial Drive only.

16. One- and two-family residences existing as of the date of this ordinance.
- b. Prohibited Uses:
1. Nursing homes.
 2. Licensed health care facilities.
 3. Soup kitchens and food pantries.
 4. Houses of worship and places of assembly.
 5. Social clubs.
 6. Retail sales and service establishments providing goods and repair services for vehicles.
 7. Used car sales.
 8. Motor vehicle repair garages.
 9. Motor vehicle body repair garages.
 10. Gas stations.
 11. Drive throughs.
 12. Sexually oriented land uses.
- c. Permitted Accessory Uses
1. Accessory buildings.
 2. Private recreational facilities and common open space.
 3. Off-street parking facilities, including garages and/or structured parking.
 4. Minor home occupations.
- d. Conditional Uses
1. Urgent care center
 2. Check cashing services, providing adequate interior space is provided for patron queuing.
 3. Off-street parking facilities, including garages and/or structured parking
 4. Minor home occupations
- e. Off-Street Parking Requirements:
1. For new development on vacant property: One (1) parking space per three hundred fifty (350) square feet of gross floor area, with the exception that floor area devoted to low, moderate- and middle-income housing units shall not require parking. Parking requirement may be met through lease of Municipal parking within one thousand (1,000) feet of the site.
- f. Affordable Housing Requirements
1. The creation of five (5) or more new residential units shall require a 20% set-aside of low- and moderate- income housing units.
 2. Additional density of five (5) units per acre shall be provided where 8% or more new

residential units are reserved for middle income housing and where 20% or more of new residential units are reserved for low- and moderate-income housing. The set aside requirement for low- and moderate-income housing units shall be required whenever five (5) or more new residential units are created, even if middle income units are provided.

3. Affordable housing units shall comply with the City's affordable housing regulations and the Uniform Housing Affordability Control Rules (N.J.A.C. 5:80-26.1), which shall control in the case of any conflicts with this ordinance, provided that a minimum of 13 percent of the total low and moderate-income units shall be affordable to very low income households (i.e. 30% or less of median income).

g. Site Design

1. Parking shall not be located between a building and a public street.
2. A planted buffer strip of not less than 10 feet in width or a solid fence in conjunction with a three foot wide planted buffer shall be provided along each side or rear property line that abuts a residence.

h. Building Design

1. First-floor facades containing nonresidential uses which are visible from a public street shall be expressed as building modules that do not exceed 40 feet in width so as to eliminate blank walls, create more interesting architecture, and facilitate small-scale commercial opportunities. Architectural elements including but not limited to piers, columns insets, projections or other vertical elements must be used to visually break up the plane of the first-floor façade.
2. Where facing a public street, nonresidential uses shall have a minimum of 60% of the ground floor façade between three (3) and 10 feet above grade and shall have 30% of the upper floor facades 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.
3. 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.
4. 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.
5. Multiple principal buildings shall be permitted on a lot.
6. Maximum building length: 100 feet
7. Building facades shall be finished in wood, stone veneer, stucco, brick, fiber cement panel and/or cast stone. Metal shall be used only for minor accentuation of other elements of the façade.
8. 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.
9. Pedestrian friendly building design and on-site furnishings (outdoor tables, benches, bicycle racks, etc.) are required along the public street.

10. Roof Design

- a. Roof shape, color, and texture shall be coordinated with the exterior materials of the building's façade
- b. Roof design shall minimize the negative impact of roof protrusions by grouping plumbing vents, ducts, and other utility structures together
- c. 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 publicly accessible area, 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.

30-71.6 (LI) - Light Industrial.

- a. Permitted Uses. Permitted Light Industrial uses include indoor manufacturing and assembly uses that do not emit smoke or fumes, or produce noise or vibrations that are detrimental to nearby residences, in addition to general business uses that do not provide retail sales or services. Permitted uses include as follows: All uses permitted in the B District plus the following uses: cabinet makers; furniture makers; glass and mirror cutters; machine shops; welders; manufacture, assembly or fabrication of tangible products that does not involve emission of smoke, fumes or dust and does not generate noise in excess of sixty (60) decibels beyond the property line; warehousing; wholesaling; repair shops, not to include motor vehicle repair.
 1. Business and professional offices
 2. Sound and video recording and rehearsal studios
 3. Art studios
 4. Cabinet and furniture makers
 5. Glass and mirror cutters
 6. Machine shops
 7. Welders
 8. Manufacture, assembly or fabrication
 9. Warehousing
 10. Wholesaling
 11. Scientific laboratory
 12. Commercial bakery and food manufacturing.
 13. Commercial laundry service.
- b. Reserved Prohibited Uses. Any residential uses; bars; nightclubs; used car wholesalers.
- c. Conditional Uses.
 1. Motor vehicle engine or body repair garages.

2. ~~Retail used car sales.~~

d. Reserved Off Street Parking Requirements.

1. ~~For new development on vacant property:~~

a. ~~Warehousing: One (1) parking space per one thousand (1,000) square feet of gross floor area.~~

2. ~~All other uses: One (1) parking space per five hundred (500) square feet of gross floor area.~~

~~— Parking requirement may be met through lease of Municipal parking within one thousand (1,000) feet of the site.~~

30-71.7 Reserved (PO) Professional Office.

a. ~~Permitted Uses.~~

~~1. Professional Offices. For the purposes of this chapter only, a professional office shall be any office used by one (1) or more persons licensed or certified by the State of New Jersey, or any professional society or association with recognized State and National affiliations, to provide a professional service to the public. Such professions shall specifically include licensed medical practitioners; chiropractors; psychologists; real estate practitioners; accountants; financial or insurance practitioners; legal practitioners; planning, design and engineering professionals; and travel consultants.~~

~~2. Residential uses pursuant to subsection 30-70.5 of this chapter.~~

~~b. Prohibited Uses. Any uses not listed as permitted or conditional uses in this chapter and any uses listed as prohibited uses in subsections 30-71.3 through 30-71.6 of this chapter.~~

~~c. Conditional Uses.~~

~~1. Accessory apartments pursuant to subsection 30-76.3t of the Land Development Regulations.~~

d. Off Street Parking Requirements.

~~1. — For new professional office development on vacant property: One (1) parking space per three hundred (300) square feet of gross floor area. Parking requirement may be met through lease of Municipal parking within five hundred (500) feet of this site. (2000 Code § 30-71.7)~~

30-71.8 (P1) - Parks and (P2) Schools ~~Municipal Property.~~

a. ~~Permitted Uses.~~

1. ~~Uses permitted by Mayor and Council.~~

2. In all P1 Zoning Districts the land shall be used as public parks.

3. In all P2 Zoning Districts the land or buildings located thereon shall be used for school purposes.

b. ~~Prohibited Uses. Any use not specifically authorized by Mayor and Council. (2000 Code § 30-71.8)~~

30-71.9 (WRA) - Waterfront Redevelopment Area.

a. Renovation Infill Area Overlay.

1. Conditional Uses. The following conditional uses may be permitted in the Renovation Infill Area of the Waterfront Redevelopment Area:

- a. Conditional Uses permitted by the underlying zone district regulations.
- b. Bed and Breakfast establishments ~~subject to the following conditions:~~
 - a. ~~A Bed and Breakfast establishment shall contain no more than six (6) guest bedrooms and shall accommodate no more than twelve (12) guests at any one time;~~
 - b. ~~The principal structure of a Bed and Breakfast establishment shall have not less than three hundred (300) square feet in principal rooms for the exclusive use of guests, including, but not limited to, parlors, dining rooms, libraries and solariums, but not including hallways;~~
 - c. ~~Cooking and smoking in guest rooms of Bed and Breakfast establishments is prohibited;~~
 - d. ~~Bed and Breakfast establishments shall provide a meal to the guests in the forenoon of each day, but shall not operate as a restaurant open to the general public;~~
 - e. ~~Bed and Breakfast establishments shall be renovated in a historically accurate manner consistent with Section 30-69;~~
 - f. ~~A Bed and Breakfast establishment is not a rooming house or boarding house as defined by N.J.S.A. 55:13B-3; and~~
 - g. ~~A Bed and Breakfast establishment shall have at least one (1) bathroom per square floor.~~

30-72 ~~Reserved PUBLIC LAND P1, P2 AND P4 DISTRICTS.~~

- a. ~~In all P1 Zoning Districts the land shall be used as public parks only.~~
- b. ~~In all P2 Zones the land or buildings located thereon shall be used for any purpose or use as may be determined by resolution of the Mayor and Council.~~
- c. ~~In all P4 Zones the land or buildings located thereon shall be used for school purposes only.~~

30-73 SUPPLEMENTAL USE REGULATIONS.

30-73.1 Buffers.

All properties used for commercial or industrial purposes shall provide a planted buffer strip of at least ten (10) feet in width on every side which abuts a use permitted in a residence zone. Treatment of the buffer strip must be subject to the approval of the Zoning Officer through issuance of a Zoning Permit. Existing commercial or industrial buildings or uses are exempt from the provisions of this section, except that if the footprint of such existing building or use is expanded or the off-street parking facilities are increased in size, the provisions of this section shall apply. (2000 Code § 30-73.1)

30-73.2 Arcades.

Establishments containing more than 20% of the publicly accessible floor area of the business for games ~~four (4) or more coin-operated amusements~~, including video games, pinball machines, jukeboxes, pool tables, or games of chance, shall be considered arcades and may be permitted in the B2 Zoning District only. ~~Three (3) or fewer coin-operated amusements may be permitted as an~~

~~accessory use in hotels, nightclubs, teen clubs, bars or other entertainment related uses in nonresidential zoning district, (as approved by the Zoning Officer).~~

- a. Each establishment containing ~~coin-operated amusements~~ such games must obtain a mercantile license from the Mercantile Officer specifying the number and type of machines to be located in that establishment.
- b. No establishment containing ~~one (1) or more coin-operated amusements~~ games shall be internally accessible from another establishment also containing ~~one (1) or more coin-operated amusements~~ games
- c. All establishments containing ~~coin-operated~~ amusements available for use by minors shall provide proper adult supervision at all times. (2000 Code § 30•73.2)

30-73.3 Conversions.

(Reserved) (Deleted by Ord. No. 2777 § 5)

30-73.4 Reserved Dwelling Unit Size Requirements.

~~In accordance with Section 30-3, and with specific attention to paragraphs a, c., and q., all dwelling units hereafter erected, altered or converted, unless otherwise specified in this chapter must contain gross floor area no less than the following:~~

- 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~~
- ~~Senior Citizen Multi-family Uses.~~
 - ~~Efficiency (Studio) — 350 square feet~~
 - ~~One Bedroom — 600 square feet~~
 - ~~Two Bedrooms — 750 square feet~~
 - ~~Three Bedrooms — 900 square feet~~

~~b. Two-Family Uses. Each dwelling unit to be a minimum of nine hundred (900) square feet measured from the interior surfaces of the perimeter walls of the unit. Dwelling units with more than two (2) bedrooms shall conform to the minimum size requirements for "conventional" dwelling units specified in paragraph a above.~~

~~c. One (1) bedroom dwelling units shall contain a minimum of eight hundred (800) square feet and two (2) bedroom units shall contain a minimum of one thousand (1,000) square feet of living space measured from the perimeter of the interior walls of the dwelling unit.~~

30-73.5 Reserved Townhouse Developments.

Townhouse developments may be permitted through site plan approval of the Planning Board according to the following provisions:

- a. ~~Tract Development:~~
 - ~~1. Minimum Tract Area. Twenty thousand (20,000) square feet, except that tracts of seventeen thousand (17,000) square feet or more may be permitted where twenty (20%) percent or more~~

of the townhouses are made affordable to households with family income equal to eighty (80%) percent of regional family median income or less.

2.—Open Space. Not less than thirty-five (35%) percent of the total tract area shall be dedicated for green open space, either for recreation or some other suitable use, public or private, as approved by the Planning Board. For the purpose of this subsection, individual lots or portions thereof shall not be construed as open space.

3. Minimum Tract Frontage. One hundred (100) feet.

4. Development Density. Each dwelling unit shall be constructed on an individual lot, and there shall be a minimum of three thousand two hundred fifty (3,250) square feet of tract area per dwelling unit in R1A Zones. Development density in the R3 Zone shall not exceed sixteen (16) dwelling units per acre.

b.—Individual Lots.

1. Minimum Width. The required average width of all individual lots shall be not less than twenty (20) feet, and no individual lot shall have a width of less than eighteen (18) feet, the width to be measured at the actual building setback line for each individual lot. In developments where twenty (20%) percent or more of the townhouses are made affordable to households with family incomes of eighty (80%) percent of median income or less, the average width may be eighteen (18) feet and minimum width may be sixteen (16) feet.

2. Minimum Area. The required average area of all individual lots shall be not less than two thousand (2,000) square feet, and no individual lot shall have an area of less than one thousand eight hundred (1,800) square feet. In addition, for each individual lot with an area less than the required average, there shall be not less than one (1) individual lot with an area greater than the required average, and the deviation from the required average of the larger lot shall be at least equal to the deviation from the required average of the smaller lot. In developments where twenty (20%) percent or more of the townhouses are made affordable to households with family incomes of eighty (80%) percent of family median income or less, the required average lot area may be one thousand eight hundred (1,800) square feet and the required minimum lot size may be one thousand six hundred (1,600) square feet.

3.—Front and Rear Yards. The required average for front and rear yards on all individual lots shall be not less than twenty-five (25) feet, and no individual lot shall have a front or rear yard of less than twenty (20) feet, except that where the front or rear property line of an individual lot abuts open space as defined in paragraph a,2 above, and which open space shall have a minimum dimension of fifty (50) feet measured at right angles along the full length of the abutting property line, then the required average and minimum yard requirements set forth herein may be reduced by not more than ten (10) feet for the abutting yard.

4.—Side Yards. There shall be a single side yard of not less than ten (10) feet required only for each individual lot occupied by a semi-attached dwelling unit.

c.—Buildings.

1.—Design.

a. Each dwelling unit shall have not less than two (2) means of ingress and egress.

b. Each dwelling unit shall have not less than two (2) exposures.

- ~~c. There shall be no more than eight (8) dwelling units in any single group of dwelling units.~~
- ~~d. No living space shall be permitted above the second story.~~
- ~~e. No more than two (2) adjacent dwelling units may be constructed without providing a front wall setback of not less than four (4) feet.~~

~~2. Siting.~~

~~a. Each group of dwelling units shall set back not less than twenty-five (25) feet from all streets, roads or ways, whether public or private. New buildings shall not project closer to the street than the established setback, except where a prevailing setback has been established on improved lots within two hundred (200) feet of the subject lot. However, in no case need the setback from any public street exceed fifty (50) feet.~~

~~b. Each group of dwelling units shall set back not less than twenty-five (25) feet from a zone district boundary line except that where abutting an R3 Zone the setback may be reduced to ten (10) feet.~~

~~c. Each group of dwelling units within a tract shall have a setback not less than thirty (30) feet from any other group of dwelling units within the same tract and shall set back not less than fifteen (15) feet from the tract boundary line.~~

~~d. Garages.~~

~~1. Design. All garages shall conform architecturally to and be of similar materials as the principal building in the development.~~

~~2. Location. Garages may be built into townhouses or may be constructed on individual lots or on common areas, all subject to the approval of the Planning Board.~~

~~3. Private Garages. Garages constructed on individual lots under this article shall be subject to paragraphs d,1. and d,2. above and the following:~~

~~a. A garage need not set back from one (1) side line of an individual lot and may be attached to a garage on an adjacent individual lot.~~

~~b. No garage which is not attached to or part of a townhouse on the same individual lot shall be closer than twenty (20) feet to the townhouse.~~

~~4. Common garages shall meet the setback requirements for parking areas as set forth in Section 30-59, except that the rear walls of such garages may be situated as close as twenty-five (25) feet to a peripheral public street subject to any greater existing setbacks and approval by the Planning Board.~~

~~e. *Ownership of Common Areas.* Common areas of any tract utilized for a townhouse development which are not accepted by the City shall be deeded to a corporation, association, individual or individuals, or other legal entity consisting of a majority of the property owners within the development for their use, control, management and maintenance. Any agreement providing for such ownership shall be reviewed and approved by the City Attorney to ensure that adequate safeguards are included guaranteeing the continuance of the agreement in perpetuity and protecting the City from harm. In any event the agreement shall give the City the right to perform maintenance and assess the cost to the property owners in the event the property owners fail to maintain the property in accordance with the agreement. In a case where the common area is distributed as a planted buffer strip around the perimeter of the tract, each individual unit owner shall be responsible for maintaining that portion of the buffer strip which directly abuts the townhouse lot upon which their unit is located.~~

30-73.6 Trailers, Dumpsters and Refuse Containers.

Trailers, as defined in Section 30-15 of this chapter, shall not be permitted except as specified below:

- a. A trailer which is a customary accessory use incidental to a principally permitted residential use in a R1, ~~R1A~~, and R2 Zone.
- b. A trailer which is an accessory use to a manufacturing or warehouse use in the LI Zone.

c. Trailers, dumpsters and refuse containers, as defined in Section 30-15 of this chapter, used by contractors in conjunction with construction activity on a site may be located on said site until the completion of such construction activity, provided that any dumpster or refuse container must be removed from a construction site within ten (10) working days after a cessation of construction activity or upon the filling of the container to a point level with the top of the container. No final Certificate of Zoning Compliance shall be issued until all trailers, dumpsters and refuse storage containers are removed from the site of a completed construction or rehabilitation project. No contractor shall cause or allow a dumpster or refuse storage container to be used for general refuse and garbage disposal.

- d. Trailers used in conjunction with the activities or operations of a public agency.

e. ~~No trailers otherwise prohibited by this subsection shall be permitted by variance, except that the City Council may grant permission for the temporary use of a trailer for living or working quarters in special situations. (2000 Code § 30•73.6)~~

30-73.7 Outdoor Storage.

No outdoor storage of merchandise, articles or materials shall be permitted in any zone. The provisions of this section shall not be construed to prohibit customary accessory uses in residential zones such as patios, picnic tables, outdoor fireplaces and similar uses. (2000 Code § 30•73.7)

30-73.8 Commercial Uses in Waterfront Redevelopment Area.

~~In accordance with the goals and objectives of the Waterfront Redevelopment Plan and Master Plan, as well as paragraph o. of Section 30-3, commercial uses shall be permitted within or accessory to a residential building or complex in the Residential Zones, provided that they are on parcels with frontage on Kingsley Street and/or the boardwalk and are compatible with new residential development within that zone. Uses incompatible with residential development would include uses which would generate large volumes of traffic, noise, trash, offensive odors, or have extended hours of operation and loitering. Uses which are compatible with residential development would include sit-down restaurants, delicatessens, health clubs, hair salons, card or gift shops, and other businesses directly supported by residential development. Commercial uses permitted within or accessory to hotels, theme entertainment centers, arenas, or exhibition/convention facilities in the P2 Zone shall be compatible with and related to the principal structure and use.~~

30-73.9 Reserved Proximity Requirements, Bars.

~~No bar, as defined in this chapter, shall be permitted within any land or building located within one thousand (1,000) feet of an existing bar, as measured between the nearest property lines. This section shall not be applicable to properties in the WRA Zone.~~

30-73.10 Minor Home Occupations.

A minor home occupation is any gainful occupation or profession engaged in by an occupant of a dwelling unit which meets the following conditions and requirements:

- a. The use shall be conducted ~~entirely within the dwelling~~ and carried on by the inhabitants hereof and no others.
- b. The primary use of the premises shall be residential and the minor home occupation shall be secondary to the residential use of the property. The appearance of the structure shall not be altered, and the occupation within the residence shall not be conducted in a manner that would cause the premises to differ from its residential character either by use of colors, materials, construction, lighting, signs, or the emission of sounds or vibrations that carry beyond the premises.
- c. No more than ~~one (1) room~~ 20% of the gross floor area of the dwelling or accessory structure may be used for the home occupation.
- d. There shall be no advertising, display, or other indications of a home occupation on the premises, except as permitted in subsection 30-61.5e.
- ~~e. There shall not be conducted on the premises the business of selling stock or merchandise, supplies, or products, provided that orders for such goods may be taken at the premises by either mail order or telephone. No services shall be offered that requires clients coming to the residence for the home occupation business to be performed. There shall be no direct pick up of such orders at the residence. Parties for the purpose of selling merchandise or taking orders shall not be held more than once a month.~~
- f. There shall be no storage or display of goods visible from outside the structure.
- g. Use or storage of material or equipment not recognized as being part of the normal practices of owning and maintaining a residence is not permitted. In any event, there shall be no storage of hazardous or extra hazardous materials as defined by NJDEP and USEPA.
- ~~h. Deliveries from commercial suppliers shall not be made more than once per week, and the deliveries shall not restrict traffic circulation.~~

30-73.11 Upper Story Residences in Nonresidential Zoning Districts.

Upper story residences in nonresidential business districts shall comply with the following requirements:

- a. Access to all apartments shall be separate from any access to nonresidential use in the same building.
- b. The portion of the first floor of buildings directly fronting on a public street shall have not less than 85% of the building length consist of permitted nonresidential uses; up to 15% of the remaining building length may consist of residential uses, which shall include but not limited to residential units, entries and vestibules, mail rooms, and other residential accessory uses. The portion of the first floor of buildings facing an off-street parking area may consist of residential uses.
- c. Apartment shall not consist of more than three (3) bedrooms.
- d. A commercial building that is enlarged to provide for one (1) or more upper story residences shall be required to provide one (1) additional off-street parking space per apartment.
- e. The applicant shall submit a proposal for the handling and disposal of solid waste, including the means by which differing recycling requirements between commercial and residential uses will be reconciled and shall comply with all applicable requirements regarding same.
- f. Parking shall not be required for low, moderate, and middle-income units.

30-73.12 Open Space

Multi-family residences in any zone shall provide open space for residents that constitutes at least 30% of the lot area. The open space requirement may be met through the means of common interior recreation areas, balconies, roof decks or terraces located on the same premises.

30-74 RESERVED.

30-75 ACCESSORY USES AND STRUCTURES.

30-75.1 Accessory Structures in All Zones.

Accessory structures not attached to a principal structure may be erected in a side or rear yard in accordance with the following regulations:

- a. No accessory structures shall be located closer than five (5) feet to any side property line.
- b. In the R1, ~~R1A~~ and R2 Zones, accessory structures may be erected in the rear yard not closer than five (5) feet to the side lot line and three (3) feet to the rear lot line. ~~Accessory structures over fifteen (15) feet in height shall be set back from side and rear lot lines a distance equal to one-half (1/2) the height of the structure.~~
- c. Except where otherwise specifically permitted by this chapter, accessory structures in multifamily and nonresidential zones shall meet the setback requirements of the principal building.
- d. No portion of any accessory structure shall be used for living quarters for people.
- e. When an accessory structure is attached to the principal building it shall be considered as a part of the principal building and it shall comply in all respects with the requirements of this chapter applicable to the principal structure.
- f. ~~With the exception of uncovered decks and pools, a~~ Accessory structures shall be included in meeting the maximum building and impervious coverage requirements in Schedule 1.
- g. Existing lots in the R1 and R2 District, which contain a single or two-family dwelling, and which do not contain an attached or detached garage, are permitted to construct one (1) accessory building of not more than 100 square feet in area which shall be exempt from the district requirements for building coverage and lot coverage. Such accessory building shall comply with any other applicable bulk or spatial requirements of this Chapter. ~~In the R3 Zone and in all nonresidential zones, the distance accessory structures shall be located from any principal structure shall be determined as part of site plan review.~~
- h. ~~For restaurants in the LI Zone with less than two (2) interior tables for patrons, exterior tables are permitted as well as seasonal (no more than six (6) months) sun protection, provided that the sun protection is canvas or canvas like material and does not have advertising or branding.~~

30-75.2 Personal Recreational Facilities in Residential Zones.

Except for portable swimming pools less than three (3) feet in height and less than ten (10) feet in length or diameter, the following regulations shall apply to permanent and portable swimming pools, tennis courts and similar personal recreation facilities:

- a. The use shall be erected on the same lot as the principal structure and shall require a Construction Permit.
- b. The use may be erected in the side and/or rear yard and shall be not less than five (5) feet from any lotline.

- c. The use shall be appropriately screened and fenced so as not to adversely affect adjoining properties.
- d. Lighting which extends the hours of operation, other than in-pool lights, shall be prohibited.
- e. In the case of swimming pools, all measurements shall be from the pool apron and provision for drainage shall be approved as part of the Construction Permit. (2000 Code § 30•75.2)

30-75.3 Ham Radio and Satellite Dish Antennas.

Freestanding radio operator antennas and satellite dish antennas may be permitted as accessory uses in all zones subject to the following:

- a. In R1, ~~R1A~~ and R2 Residential Zones one (1) antenna may be permitted to the rear of a detached one- or two-family structure upon issuance of the Zoning Permit by the Zoning Officer.
- b. In R3 and Nonresidential Zones, the location of any freestanding ham radio or satellite dish antenna for multi-family residential buildings and nonresidential buildings must be approved as a Minor Site Plan application by the Planning Board. Antennas which are mounted on the roof of a multifamily building or nonresidential building must be set back five (5) feet from the edge of the roof and may be permitted through the issuance of a Zoning Permit by the Zoning Officer.
- c. In a R1, ~~R1A~~ or R2 Zone, the height of a freestanding ham radio antenna must not exceed five (5) feet above the maximum height limitation for a principal structure in the zone. The height of a freestanding satellite dish must not exceed the maximum height allowed for an accessory structure in the zone where it is to be erected. The height of both ham radio antennas and satellite dish antennas shall be measured from the finished grade at the base of the antenna to the highest part of the antenna.
- d. The setback of a freestanding antenna in a residential zone must conform with the setback requirement of other accessory structures as required in this section.
- e. In any residential zone, one (1) ham radio or satellite dish antenna may be erected on the roof of or otherwise attached to a residential building. The height of any antenna which is attached to a principal building in a residential zone shall not exceed a height equal to twenty-five (25%) percent of the height of the principal building measured from the average finished elevation of the base of the building to the highest part of the building, regardless of roof type. Ham radio or satellite dish antennas mounted on the roof of nonresidential structures in any zone shall be exempt from the height limitations of this section.
- f. The Zoning Officer or Planning Board may require landscaping, fencing or other provisions to ensure that an antenna will not adversely impact adjacent properties. (2000 Code § 30•75.3)

30-76 REGULATIONS GOVERNING CONDITIONAL USE.

30-76.1 Purpose.

It is recognized that certain uses, activities and structures, some of which are necessary to serve the needs and conveniences of City residents, and others which are provided for in the State or Constitutional Law, cannot be specifically classified or regulated in a particular district without consideration in each case to existing conditions and the impact upon the neighborhood and surrounding area and upon the public health, morals, safety and general welfare. Such uses, activities and structures as specified elsewhere in this chapter as conditional uses shall be permitted only through issuance of a Conditional Use Permit by the Planning Board. (2000 Code § 30•76.1)

30-76.2 Reserved General Standards.

Conditional Use approval may be granted after determination by the Planning Board that the proposal is in harmony with the general purpose and intent of this section and this chapter, the specific standards of this section, and after consideration of the following where applicable:

- a. ~~The density of use and bulk of buildings.~~
- b. ~~Conservation of property values and impact on adjacent properties as compared to uses and structures permitted as a matter of right.~~
- c. ~~Health, safety and well being of residents or workers on adjacent properties and in the surrounding neighborhood.~~
- d. ~~Traffic volume, flow and control with reference to pedestrian and vehicular safety and convenience and access in case of catastrophe and emergency.~~
- e. ~~Adequacy of yards and open space, screening and buffering.~~
- f. ~~Existing land use in the area.~~
- g. ~~Compliance with this chapter and the Master Plan of the City. (2000 Code § 30-76.2)~~

30-76.3 Specific Standards.

- a. Microbrewery or craft distillery. A facility which produces limited quantities of malt beverages, as defined and regulated by the State Division of Alcoholic Beverage Control (ABC) may be permitted by conditional use permit subject to the following requirements: Reserved. (Superseded by Ord. No. 2607)
 - 1. A storefront façade with floor area used for the display and retail sale of the beverages produced on the premises shall be provided.
 - 2. A tasting room shall be provided.
 - 3. Off-street parking and loading areas shall be located behind the building.
 - 4. Driveway access shall be prohibited on Asbury Avenue and Memorial Drive unless the property has no other street frontage.
 - 5. All exhaust equipment, vent stacks, fans, etc., shall be above the first floor elevation and directed away from adjacent residential uses and the public right-of-way.
- b. Residential Health Care Facilities. Residential health care facilities as defined in this chapter may be permitted by conditional use permit in zoning districts where specified in Section 30-6970, provided the following standards and conditions are complied with:
 - 1. ~~A statement setting forth full particulars on the operations of the structure or use is filed in triplicate by the applicant. This statement shall contain a sworn affidavit that no developmentally disabled person, outpatient from a mental institution, or any person who has been committed after having been found not guilty of a criminal charge, shall reside or be housed at the proposed facility.~~
 - 12. The residential health care facility proposes to be duly licensed under the New Jersey "Hospital Licensing Act" or the "Health Care Facilities Planning Act" (P.L. 1971, c.136; c.26:2H-1 et seq.).
 - 23. ~~There must be one thousand (1,000) square feet of lot area per bedroom unit which must~~

~~include one hundred (100) square feet of recreation area per bedroom unit to be located with due concern for the safety and convenience of the residents for whose use it is intended. The site plan shall indicate the manner of development, including the location of specific facilities such as benches, walkways and landscaping. Interior recreational areas may be included in the calculation of required recreational area.~~

~~34.~~ There must be front, rear and side yards provided as follows:

- ~~a.~~ Front yard—twenty (20) feet per story; thirty (30) feet min., fifty (50) feet max.
- ~~b.~~ Rear yard—twenty (20) feet per story; thirty (30) feet min., fifty (50) feet max.
- ~~c.~~ Side yards—thirty (30) feet.

~~45.~~ The ratio of gross floor area to lot area, or floor area ratio (F.A.R.) shall not exceed 0.8.

~~56.~~ The height of any structure must not exceed three (3) stories above the average elevation of the finished grade adjacent to its exterior walls.

~~67.~~ Off-street parking facilities must be provided on the premises behind the setback of not less than one (1) parking space per four (4) beds plus one (1) parking space per two (2) employees in the largest working shift.

~~8. The proposed use shall in no way be apparently detrimental to surrounding property values, and the structure or uses proposed will further the general welfare of the City.~~

~~9. There must not be another residential health care facility or rooming/boarding house within one thousand five hundred (1,500) feet of the proposed site.~~

~~c. Reserved Community Residences for the Developmentally Disabled, for Victims of Domestic Violence, for Persons with Head Injuries, or for the Terminally Ill. Community residences for the developmentally disabled, for victims of domestic violence, for persons with head injuries, or for the terminally ill (hereinafter, "community residences"), as defined by N.J.S.A. 40:55D-66.2, shall be a permitted use in all residential districts of a municipality and the requirements for such residences shall be the same as for single family dwelling units within such district.~~

~~d. Reserved Adult Bookstores and Establishments of Adult Entertainment. The Mayor and Council recognize the rights inherent in the U.S. Constitution which guarantee freedom of expression, as well as the position of the courts in protecting that freedom by invalidating any attempt by local ordinance to restrict particular uses based upon their content. However, the Mayor and Council also recognize their duty to protect the health, safety and welfare of the citizens of Asbury Park from the adverse impact that a concentration of certain uses have been shown to exert on the property values of adjoining and proximate residential and commercial property. Of particular concern is the potential concentration of adult bookstores and establishments that provide adult entertainment, which are distinguished from conventional bookstores and entertainment establishments by the fact that they are required to exclude access to minors by virtue of age under the pornography statutes of the State of New Jersey.~~

~~In promulgating the conditions for permitting adult restricted establishments listed below, the Mayor and Council considered the experience of recent years where two (2) or more adult establishments had located within a three (3) block area of the beachfront district between Fourth Avenue and Cookman Avenue near Kingsley Street and contributed to the economic decline of the beachfront by discouraging families with children from patronizing the beach and conventional commercial establishments in the area. This adverse effect was recognized by the Mayor and Council in 1984, when the area described above was included within a larger area of the beachfront declared~~

blighted and for which a redevelopment plan is now in effect.

In order to control the location and prevent the concentration of adult uses and thereby protect the public welfare and support the progress of redevelopment, adult bookstores and establishments of adult entertainment, as defined in Section 30-15, will be permitted in commercial zones within the City where conventional bookstores and entertainment establishments are also permitted uses, except that a Conditional Use Permit shall first be issued by the Planning Board for such adult bookstore or establishment or adult entertainment. The Planning Board may issue a Conditional Use Permit only after an applicant has demonstrated compliance with the following standards and conditions:

1. The application shall include a complete statement setting forth all the particulars of the structure and the proposed use thereof.

2. Based upon past experience as described in this section and an analysis of block dimensions typical of commercial zones within the City by the Office of Planning and Zoning, as well as studies of "skid row" uses performed in other urban areas such as Detroit, Michigan, and elsewhere, the Mayor and Council has determined that a minimum distance equal to the greater of two (2) full City blocks or one thousand (1,000) feet will be required between a proposed adult bookstore or establishment of adult entertainment and any existing adult bookstore or establishment of adult entertainment to achieve adequate dispersion of adult uses. For purposes of measurement, the required distance of separation shall be measured between the nearest property lines and along public streets so that City Tax Maps may be used.

3. Because the City contains residential neighborhoods in close proximity to commercial areas wherein adult uses might be permitted, and because it is determined to be in the public interest to provide adequate separation between such residential neighborhoods, with their attendant support uses such as schools and houses of worship, and the subject adult uses, the Mayor and Council has determined that a minimum distance equal to the greater of two (2) full City blocks or one thousand (1,000) feet will be required between a proposed adult bookstore or establishment of adult entertainment and the property line of any land in any residential zone, or any public, private or parochial school, library, park, playground, recreational facility or house of worship.

4. Advertisements, displays or other promotional materials shall not be shown or exhibited so as to be visible to the public from pedestrian sidewalks or walkways, or from other areas, public or semipublic. All building openings, entries, windows, etc., for adult uses shall be located, covered or screened in such a manner as to prevent a view into the interior from any public or semipublic area.

5. One (1) identification sign bearing the name of the adult bookstore or establishment of adult entertainment, the hours of business and customer age restrictions is permitted in accordance with Section 30-61.

6. Waiver provisions:

- a. The provisions of this section which provide for the separation of adult uses from residential zones, schools, etc., and the dispersion of adult uses within commercial zones, may be waived by the Planning Board subject to the submission by the applicant of a petition containing the signatures of fifty one (51%) percent of the property owners within the affected area, as herein described, stating that they do not object to the proposed adult use.

- b. The petition shall be attached to a signed and notarized affidavit attesting to the validity of the signatures on the petition. The petition shall be submitted to the Tax Assessor for verification that the signatures correspond to the correct property owners as listed in the Tax Records of the City and that they represent fifty one (51%) percent or more of the total property owners within

the affected area as described herein.

e. *Reserved.* (Ord. No. 2465 § 26)

f. ~~Philanthropic or Eleemosynary Uses.~~ Fraternal, social, civic, recreational, or philanthropic or eleemosynary uses may be permitted in the LI zones and permitted by Conditional Use Permit in the B1 Zone, provided that no lodging or boarding facilities are included. A Conditional Use Permit may be granted by the Planning Board provided subject to the following conditions are complied with:

1. ~~A statement setting forth full particulars on the operation of the structure or use is filed with the Planning Board by the applicant in triplicate.~~
2. ~~It is ascertained by the Planning Board that the proposed use is a bona fide nonprofit organization.~~
3. ~~It is ascertained by the Planning Board that the proposed location is appropriate for the proposed use and the use will not detract from the area or adversely affect the value of adjacent properties.~~
4. ~~The proposed use and/or structure shall conform to the minimum area and yard requirements of the zoning district in which it is located, except that these requirements may be increased at the discretion of the Planning Board.~~

g. Townhouse Developments. Townhouse developments shall be subject to the following standards:

1. Townhouse developments shall be designed so that each building is oriented with a front façade and yard area that faces a public street. Individual units shall have an entry and first floor living area that faces the street.
2. Each dwelling shall have a stoop or and porch that is six (6) feet deep.
3. A walkway shall be provided between the front or primary door of each unit to the street.
4. Garages or off-street parking areas shall be located on an interior court, lane or alley behind the building.
5. At least 15 percent of the site area for new projects should be open green space not enclosed in private yard areas.
6. Garages detached from dwellings may be provided along alleys. There must be a yard area between the dwelling and the detached garage of at least fifteen (15) feet.
7. Detached garages must not be closer than five (5) feet to a tract boundary.
8. No front entry garage or off-street parking is permitted between the building's front façade and the street.
9. Maximum building coverage shall not exceed 60%.
10. Maximum impervious coverage shall not exceed 85%.Reserved.

h. ~~Urgent CareReserved.~~ Urgent care, as defined in this chapter, may be permitted subject to the following conditions:

1. Access shall be provided from Memorial Drive, Asbury Avenue or Main Street
2. Where abutting a residential zone district, operating hours shall be between 7 am and 10 pm.

3. Parking shall be in accordance with the B district requirements.

i. ~~Reserved.~~ **Motor Vehicle Service Stations.** Motor vehicle service stations, as defined in this chapter, may be permitted in the LI Zone upon receipt of a Conditional Use Permit by the Planning Board. The Planning Board may issue a Conditional Use Permit only after the following standards and conditions are complied with:

1. ~~_____ A statement setting forth full particulars on the operation of the structure or use is filed with the Planning Board by the applicant in triplicate. The statement shall include a sworn affidavit that the premises shall not be used for auto repair as defined in this chapter.~~
2. ~~_____ No entrance or exit may be located within two hundred (200) feet along the same side of the street of any school, public playground, church, hospital, public building or institution, except where such property is in another block or on another street which the lot in question does not abut.~~
3. ~~_____ There must be an oil draining pit or visible appliance for any purpose other than filling pumps located within twenty (20) feet of any street line or within fifty (50) feet of any residential district except where such appliance or pit is within a building. Gasoline pumps may be located no closer than fifteen (15) feet from the streetline.~~
4. ~~_____ No motor vehicle service station shall be located within one thousand five hundred (1,500) feet of an existing motor vehicle service station, measured from the nearest lot lines.~~
5. ~~_____ The premises must not be used for the storage of junk motor vehicles incapable of normal operation. The storage of vehicles other than those awaiting servicing is not permitted.~~
6. ~~The premises must not be used for the leasing, rental, or sale of motor vehicles unless such a use has been applied for and granted as part of the Conditional Use Permit. Adequate on-site parking must be provided to accommodate such a use.~~
7. ~~Off-street parking shall be provided as required in Section 30-59.~~
8. ~~Planted islands must be provided to control ingress and egress as well as circulation through the site. A planted buffer strip of no less than five (5) feet in width shall be provided around the perimeter of the property. A buffer of no less than ten (10) feet in width must be provided along any property line that abuts a residence zone. The treatment of all buffers shall be subject to the approval of the Planning Board.~~
9. ~~The proposed use shall in no way be apparently detrimental to surrounding property values, and the structures or uses proposed will further the general welfare of the City.~~

j. ~~Reserved.~~ **Motor Vehicle Repair Garages.** Motor vehicle repair garages, as defined in this chapter, may be permitted in the LI Zone upon receipt of a Conditional Use Permit from the Planning Board. The Planning Board shall not issue a Conditional Use Permit unless the following conditions are complied with:

1. ~~_____ A statement setting forth full particulars on the operation of the structure or use is filed with the Planning Board by the applicant in triplicate.~~
2. ~~_____ No motor vehicle repair garage may be located within one hundred (100) feet of an existing residence, school, church, or library, measured from the nearest property line.~~
3. ~~_____ No motor vehicle repair garage may be located within one thousand five hundred (1,500) feet of an existing motor vehicle repair garage, measured from the nearest property line.~~
4. ~~_____ Off-street parking must be provided as required in Section 30-59.~~

~~5. A planted buffer strip no less than five (5) feet in width must be provided around the perimeter of the property. A planted buffer strip of no less than ten (10) feet in width shall be provided along any property line which abuts a residence zone. The treatment of all buffer strips shall be subject to the approval of the Planning Board.~~

~~6. The proposed use shall in no way be detrimental to surrounding property values, and the structures or uses proposed will further the general welfare of the City.~~

~~7. The premises must not be used for the unregistered or inoperable unless they are awaiting servicing. Any vehicle left unserviced for thirty (30) days or more shall be considered in storage.~~

k. Reserved Used Car Sales/Leasing A retail used car dealership may be permitted in an LI Zone upon receipt of a Conditional Use Permit from the Planning Board. The Planning Board may issue a Conditional Use Permit provided the following standards and conditions are complied with:

~~1. A statement setting forth the particulars of the proposed use and containing a sworn affidavit that no engine or auto repair work will be done on the premises must be filed in triplicate with the Planning Board. No used car wholesaling will be permitted.~~

~~2. A retail used car dealership must not be located within two thousand (2,000) feet of an existing used car dealership, measured from the nearest property line.~~

~~3. The site plan must indicate the parking stalls used for displaying motor vehicles as well as those designated for customers and employees. The total number of vehicles on the premises at any one (1) time must not exceed the total number of display spaces so indicated. All display and parking spaces must be marked with painted lines on a properly paved asphalt surface.~~

~~4. Off-street parking for customers and employees must be provided equal to one (1) parking space per ten (10) display spaces plus one (1) parking space per two (2) employees to be employed at any one (1) time.~~

~~5. A planted buffer strip no less than five (5) feet in width must be provided around the perimeter of the property. A planted buffer strip of no less than ten (10) feet in width must be provided along any property line that abuts a residence, school, church, or a residential zone. The treatment of all buffers shall be subject to the approval of the Planning Board.~~

~~6. Signs shall conform to Section 30-61.~~

~~7. The proposed use shall in no way be apparently detrimental to surrounding property values, and the structure or uses proposed will further the general welfare.~~

l. Child Day Care Centers. Recognizing the growing need for child day care facilities created by an economic climate that has caused the need for both parents to become wage earners, and also recognizing the incidental nature of such a use in a residential neighborhood, child day care centers may be permitted in any residence zone upon receipt of a Conditional Use Permit from the Planning Board. The Planning Board may issue a Conditional Use Permit provided the following standards and conditions are complied with:

~~1. A statement setting forth the full particulars on the operation of the structure or intended use shall be filed in triplicate with the Planning Board.~~

~~12.~~ The operator of the facility must meet any and all qualifications and possess any license or certification required by the State of New Jersey for the operation of a child day care facility.

~~23.~~ There must be one thousand (1,000) square feet of lot area per child. Suitable recreation area

~~must be provided in the amount of one hundred (100) square feet per child. Outdoor recreation areas shall be enclosed by a fence of no less than four (4) feet in height.~~

~~34. Off-street parking must be provided equal to five (5) parking spaces plus one (1) parking space per worker employed or to be employed at any one (1) time. A planted buffer of no less than five (5) feet in width shall be provided between a surface parking area and adjacent properties. Treatment of the buffer strip shall be subject to the approval of the Planning Board.~~

~~5. — In determining the appropriateness of a proposed site for a child day care center, the Planning Board will consider the volume of traffic on adjacent streets. The Board may also require that a traffic study be submitted to document the estimated traffic to be generated by the proposed use.~~

~~6. — The structure shall conform to the most restrictive setback requirements of the zoning district in which it will be located.~~

~~7. — A child day care center may not be located within a two-family or multifamily dwelling unless appropriate accommodations are provided to prevent any adverse impact to the residents of such dwellings.~~

~~8. — The proposed use shall in no way be apparently detrimental to surrounding property values, and the structure or use will further the general welfare of the City.~~

m. ~~Major Home Occupation Reserved.~~ as defined in this chapter, may be permitted subject to the following standards:

~~1. The primary use of the premises shall be residential and the home occupation shall be secondary to the residential use of the property.~~

~~2. Not more than 30% of the gross floor area of the dwelling and/or accessory structure may be used for the home occupation.~~

~~3. There may be up to four employees that are non-residents of the premises.~~

~~4. One off-street parking space shall be provided for every two non-resident employees. This shall be in addition to the normal residential parking requirement for the premises.~~

~~5. One, non-illuminated identification sign, not exceeding four square feet, shall be permitted on the premises.~~

~~6. There shall be no outdoor storage or display of materials.~~

~~7. There shall be no storage of hazardous or extra hazardous materials as defined by NJDEP and USEPA.~~

~~8. No manufacturing permitted on the property. The use shall not change the residential character of the property.~~

n. ~~Reserved. Planned Developments. It is recognized that there is a need in Asbury Park for standards encouraging and promoting flexibility and economy in layout and design through the use of planned developments. To address that need, planned developments, appropriate to the zone or zones in which they are proposed, may be permitted by issuance of a Conditional Use Permit by the Planning Board. The Board may issue a Conditional Use Permit provided the following standards and conditions are complied with:~~

~~1. The minimum tract area must be three (3) acres.~~

2. ~~The Planning Board may authorize a greater density or intensity of land use in one (1) section or sections than in others provided the overall development density shall not exceed that which is permitted in the zoning district where the tract is located. In the event that the tract lies in more than one (1) zone, the overall density must not exceed that which would result if the area of the tract in each zone were developed individually according to the specified densities of each zone.~~

3. ~~— A planned unit residential development is encouraged to include a variety of housing types, arranged in residential clusters linked by common open areas with pedestrian walkways separated from roads and parking areas. Residential clusters must be designed wherever possible, so that the buildings are oriented for maximum solar access. Buildings shall be energy efficient and designed for maximum passive solar gain.~~

4. ~~— A planned unit residential development may include appropriate commercial uses to service the needs of the residents, subject to approval by the Board.~~

5. ~~— Parking shall be provided in accordance with the provisions of Section 30-59.~~

6. ~~— Not less than thirty (30%) percent of the total tract area shall be dedicated for green common open space.~~

7. ~~— Ownership of Common Areas. Common areas of any tract utilized for planned development which are not accepted by the City for public use and maintenance, shall be deeded to the corporation, association, individual or individuals, or other legal entity consisting of a majority of the property owners within the development for their use, control, management and maintenance.~~

~~Any agreement providing for such ownership shall be reviewed and approved by the City Attorney to ensure that adequate safeguards are included guaranteeing the continuance of the agreement in perpetuity and protecting the City from harm. In any event the agreement shall give the City the right to perform maintenance and assess the cost to the property owners in the event the property owners fail to maintain the property in accordance with the agreement.~~

8. ~~— A planned development may be constructed in phases over a period of years provided that an approval by Planning Board of a greater concentration of density or intensity of land use for any section to be developed be offset by a smaller concentration in any completed prior stage or by appropriate reservation of common open space on the remaining land by grant of easement or by covenant in favor of the City; further provided that such reservation shall, as far as practicable, defer the precise location of common open space until an application for final approval is filed, so that flexibility of development can be maintained.~~

9. ~~— The height and bulk of uses and structures in a planned development shall conform to those standards specified for like uses and structures otherwise permitted in this chapter for the zoning district in which the proposed site is located. Uses and structures shall be designed and arranged to complement land uses adjacent to the site and adequate landscaped buffers shall be provided, subject to the approval of the Board.~~

10. ~~— Semi-detached one-family dwelling clusters in a R1A Zone or in planned development:~~

a. ~~Except as part of the townhouse development, the minimum lot width and area shall be the same as required for a one-family detached dwelling.~~

b. ~~Such uses shall be constructed in attached pairs simultaneously on contiguous lots,~~

except when constructed as a twin on a lot of at least seventy-five (75) feet in width and seven thousand five hundred (7,500) square feet in area.

c. The minimum remaining side yard shall be not less than thirty (30%) percent of the lot width. (d) Twin houses shall have side yards of ten (10) feet or more.

(e) Semi-detached structures may be attached by garages, covered porches or patios, or common roof areas.

11. ~~Prior to the approval of a planned development, the Planning Board shall find the following facts and conclusions:~~

a. ~~That departures by the proposed development from zoning regulations otherwise applicable to the subject property conform to the zoning ordinance standards pursuant to subsection 52c (C.40:55D-65c.) of the Municipal Land Use Law.~~

b. ~~That the proposals for maintenance and conservation of the common open space are reliable, and the amount, location and purpose of the common open space are adequate.~~

c. ~~That provision through the physical design of the proposed development for public services, control over vehicular and pedestrian traffic, and the amenities of light and air, recreation and visual enjoyment are adequate.~~

d. ~~That the proposed planned development will not have an unreasonably adverse impact upon the area in which it is proposed to be established.~~

e. ~~In the case of a proposed development which contemplates construction over a period of years, that the terms and conditions intended to protect the interests of the public and of the residents, occupants and owners of the proposed development in the total completion of the development are adequate.~~

o. Reserved Nightclubs, Teen Clubs. Nightclubs and teen clubs may be permitted where indicated in Section 30-70 by issuance of a Conditional Use Permit from the Planning Board. The Planning Board may issue a Conditional Use Permit provided the following standards and conditions are complied with:

1. ~~Adjacent parking must be provided as specified in Section 30-59 for restaurants, bars and nightclubs.~~

2. ~~Teen clubs shall mean nightclubs which do not serve alcoholic beverages and which permit the patronage of persons under the age of twenty (20). The hours of operation of teen clubs shall be limited so that no such club shall be open between the hours of 1:00 a.m. and 12 noon on any given day. No teen club shall be open when any City school is in session.~~

3. ~~All premises used as teen clubs or nightclubs must be appropriately fenced and landscaped to buffer such activity from nearby residences.~~

4. ~~No noise emanating from a teen club or nightclub will be permitted which is audible at the nearest property line.~~

5. ~~Operators of teen clubs shall be responsible for the behavior of their patrons while they are on the premises. Such responsibility will include appropriate supervision both inside the club and in the parking areas.~~

p. Churches, Houses of Worship and Funeral Homes. Churches, houses of worship and funeral homes, as defined in this chapter may be permitted by Conditional Use Permit from the Planning Board

in zones as provided in Sections 30-69 and 30-70 subject to the following conditions. The Planning Board may issue a Conditional Use Permit provided the following standards and conditions are complied with:

- ~~1. A written statement setting forth the full particulars of the intended use must be filed in triplicate with the Planning Board. Such statement must include the estimated seating capacity, worship schedule, if applicable, and a description of activities likely to occur on the premises. The statement is required in order for the Planning Board to assess the impact, if any, of the proposed use on the surrounding area due to traffic, noise, etc.~~
- ~~2. Funeral homes shall conform to the parking requirements of paragraph o of subsection 30-59.5 and shall also provide for the storage of hearses, family cars, flower cars and any other vehicles used in the operation of the business. The Board may consider the use of off-site parking or storage facilities for such vehicles in satisfying this requirement. All other provisions of Section 30-59 shall apply with respect to the layout and design of such off-street parking areas.~~
- ~~3. In order to insure adequate area for off-street parking and associated buffers, the minimum lot size must be twelve thousand five hundred (12,500) square feet and the minimum lot width must be one hundred (100) feet.~~
- ~~4. The Planning Board may require planted buffers or other screening for the purpose of mitigating any adverse effect of light or noise generated in connection with the use of the property.~~
- ~~45. All buildings and structures shall comply with the yard requirements of the zone within which they are located, except that church buildings may be constructed to a height not exceeding two and one-half (2.5) stories and fifty (50) feet, not including steeples, cupolas, bell towers, or other such architectural features. No illuminated elements permitted above the first floor.~~
- q. Reserved. Planned Arena Development in the Waterfront Redevelopment Area. It is anticipated that a need may arise within the Waterfront Redevelopment Area between the beachfront and the Central Business District for a major arena facility and that such a facility may require related facilities for convention use such as exhibition facilities. While the underlying zoning in the area between the beachfront and the Central Business District is residential, a Planned Arena Development will be permitted within an Arena Overlay District through the issuance of a Conditional Use Permit by the Planning Board, subject to conformance with the following conditions:
 - ~~1. The Arena Overlay District shall be the area south of Asbury Avenue which is currently residential and which borders on the B1 (Central Business District) Zone to the west and the B2 (Main Street Commercial) Zone to the east. The Overlay District shall consist of Block 129.01; Block 129.02; Block 142; Block 131; Block 128; Block 118, Lots 1, 2, 9 and 10.~~
 - ~~2. The site for the Planned Arena Development shall consist of all of the properties within the Arena Overlay District.~~
 - ~~3. The arena site may include properties on both sides of a public street or public open space, but development plans must indicate improvements to be installed to provide for safe vehicular and pedestrian circulation through the complex.~~
 - ~~4. The arena building and its attendant parking facilities must be confined to the north side of Cookman Avenue. Related facilities, such as freestanding special exhibition pavilions and outdoor theaters, may be located south of Cookman Avenue but must not cover more than thirty~~

five (35%) percent of the total portion of the site devoted to those structures. Freestanding structures devoted to related facilities must not exceed two (2) stories or thirty five (35) feet in height.

5. The arena building must not exceed a FAR of 3.0 exclusive of floor area devoted to structured parking.

6. Parking for a Planned Arena Development, inclusive of related facilities such as exhibition pavilions, shall be required equal to one (1) parking space per five (5) seats, based on maximum seating capacity. Parking may be provided on-site and/or off-site in accordance with subsections 30-59.8, 30-59.9 and 30-59.10, except that no on-site parking shall be located south of Cookman Avenue.

7. The area of the site located south of Cookman Avenue must be landscaped in a manner designed to create an aesthetic and functional relationship with the proposed Wesley Lake Waterfront Park and Bikeway. Vehicular access to the interior of this area must be restricted to service and emergency vehicles only so that the pavilions containing the related uses become architectural elements within a pedestrian-oriented, park-like setting.

8. Pedestrian walkways must be connected to adjacent public sidewalks and public spaces so as to facilitate convenient public access through and around the site.

9. Arena and residential uses shall not be combined within the Arena Overlay District.

r. Reserved. (Superseded by Ord. No. 2735)

s. Reserved Artist Loft Apartments in Commercial Buildings. The following conditional use regulations shall apply to artist loft apartments in commercial buildings within the B1 (CBD) Zone. Artist loft apartments in commercial buildings shall be permitted only upon the issuance of a Conditional Use Permit by the Planning Board, or, if a variance of a condition solely applicable to the conditional use is required, the Zoning Board of Adjustment. Application for a Conditional Use Permit shall address the conditions as specified in other regulations of this chapter in addition to the following:

1. The apartment must be located above the street level floor of the commercial building.
2. The apartment must have a separate entrance at street level and the entrance door thereto must be self-closing and locking.
3. An affidavit executed by the owner of the premises proposed for an artist loft apartment, certifying to the Board that the occupancy of the apartment during the term of its use shall require at least one (1) person, who shall be engaged in the full time pursuit of the fine arts (e.g., painting, sculpture, music, dance, theater, photography) or a recognized design profession (i.e., architecture, landscape architecture, interior design, theatrical set design, graphic design).
4. A Certificate of Zoning Compliance must be issued prior to occupancy and the artist or designer must meet the following standards:
 - a. Lofts occupied by artists. Subsequent to the issuance of a Conditional Use Permit and Certificate of Zoning Compliance for an artist loft apartment, the owner shall submit, by the last day of each year, an affidavit attesting to the participation of the artist in one (1) of the events, if any, designated by resolution of the Mayor and Council as being sponsored or co-sponsored by the City. Such affidavit shall state the dates and manner in which art work or artistic performances were made available to the public.

b. ~~Lofts occupied by designers. Designers must possess:~~

- ~~(1) A bachelor's degree in architecture, landscape architecture, interior design or related design profession; or~~
- ~~(2) One (1) year of apprenticeship with a licensed design professional; or~~
- ~~(3) Proof of membership in a recognized national professional association; or~~
- ~~(4) A professional license issued by the appropriate administrative agency of the State of New Jersey.~~

~~5. — Artist loft apartments located in commercial buildings shall contain a segregated work area of at least three hundred (300) square feet. The total size of the apartment, including the work area, shall not be less than nine hundred (900) square feet. The apartment may be arranged in a "great room" or studio format and contain open mezzanine or "loft" levels, provided that compliance with all Health, Fire and Housing Codes is maintained.~~

~~6. — Occupancy of an artist loft apartment shall be limited to one (1) person per three hundred (300) square feet of floor area, exclusive of the work area.~~

~~7. — A commercial building which is enlarged to provide for one (1) or more artist loft apartments shall be required to provide one (1) additional off street parking space per apartment.~~

~~8. — The applicant shall submit a proposal for the handling and disposal of solid waste, including the means by which differing recycling requirements between commercial and residential uses will be reconciled and shall comply with all applicable requirements regarding same.~~

t. ~~Reserved~~Accessory Apartments in Commercial Buildings. The following conditional use regulations shall apply to accessory apartments in commercial buildings where indicated as a conditional use within this chapter. Accessory apartments in commercial buildings shall be permitted only upon the issuance of a Conditional Use Permit subject to the following standards by the Planning Board, or, if a variance of a condition solely related to the conditional use is required, the Zoning Board of Adjustment. Application for a Conditional Use Permit shall address the conditions as specified in other regulations of this chapter in addition to the following:

~~1. — The accessory apartment residential dwellings must be located above the street level floor of the commercial building.~~

~~2. — The apartment residential access shall may have a separate entrance at street level that may not occupy more than 10% of the street frontage on the street the entrance faces and the entrance door thereto must be self-closing and locking. In the case of a tract having more than one street frontage, the residential access shall be limited to one street frontage.~~

~~3. — Common areas and amenity space associated with the residential use may be provided on the ground floor in an area not to exceed 20% of the block frontage, including any floor area attributed to the residential access. An affidavit executed by the owner of the premises proposed for an upper level accessory apartment, certifying to the Board that the occupancy of the apartment during the term of its use shall be restricted to at least one (1) person who is either an owner of the premises or an owner or employee of a business located on the street level of the building that will contain the apartment. Subsequent to the issuance of the initial Certificate of Zoning Compliance for the accessory apartment, the owner shall submit, each year, an affidavit certifying compliance with~~

this section. The affidavit shall be submitted at the time of the renewal of the mercantile license for the principal commercial use to which the apartment is an accessory. Upon a change in ownership of the building, the residential use of the apartment shall be terminated unless the new owner submits an affidavit to the Zoning Officer certifying that the residential use continues to conform to the above restrictions.

~~4. There shall be not more than one (1) apartment that is accessory to any one (1) commercial space.~~

~~5. Accessory apartments located in commercial buildings shall conform to the minimum size requirements of subsection 30-73.4.~~

~~6. A commercial building which is enlarged to provide for one (1) or more accessory apartments shall be required to meet the parking requirement for the commercial use plus off-street parking space for each accessory apartment until therein, except that fifty (50%) percent of the total residential parking requirement may be met through the provision of parking spaces for commercial uses within the same building which occur primarily on weekdays and which close by 6:00 p.m.~~

~~7. The applicant shall submit a proposal for the handling and disposal of solid waste, including the means by which differing recycling requirements between the commercial and residential uses will be reconciled and shall comply with all applicable requirements regarding same.~~

u. ~~Reserved~~Helistops. The following conditional use regulations shall apply to helistops where permitted as a Conditional Use within this chapter. Helistops shall be permitted only upon the issuance of a Conditional Use Permit by the Planning Board, or, if a variance of a condition is required, the Zoning Board of Adjustment. Application for a Conditional Use Permit shall address the conditions as specified in other regulations of this chapter in addition to the following:

1. ~~A statement detailing the proposed use of the site including a description of the proposed level of activity measured in flights per hour or per day, hours of operation, etc.~~
2. ~~A plan, drawn to scale, depicting the layout of the site, inclusive of the following:~~
 - (a) ~~Site security to include a fence of not less than four (4) feet in height on three (3) sides and/or security personnel, employed by the applicant, to supervise take-offs and landings for safety purposes, subject to the approval of the New Jersey Office of Aviation (NJOA).~~
 - (b) ~~Marking indicators at each corner of the landing area pursuant to minimum requirements of the Federal Aviation Administration (FAA) and New Jersey Office of Aviation (NJOA).~~
 - (c) ~~Wind sock or equivalent.~~
 - (d) ~~Passenger shelters and walkways, if any.~~
3. ~~The helistop shall not include the fueling or maintenance of helicopters and helicopters shall not be parked at the helistop except when loading or discharging passengers.~~
4. ~~The hours of operation of a helistop within a R5 (High Density Multi-family Residential) Zone shall not include flights prior to 6:00 a.m. or after 10:00 p.m., unless under special circumstances approved by the Planning Board.~~
5. ~~Any passenger shelters approved by the Planning Board as part of the issuance of a Conditional Use Permit shall be not higher than fifteen (15) feet and shall be equipped with a trash receptacle cluster for regular and recyclable waste. No advertising signage shall be permitted on the shelter or trash receptacle cluster.~~
6. ~~The operation of the helistop shall make reasonable accommodations, where possible, for the use of public transportation and "kiss and ride" pick-up/drop-off.~~
7. ~~The Conditional Use Permit issued for a helistop under this section shall be subject to a favorable determination by the NJOA after impact tests and public hearings conducted during the nine (9) month period of that agency's Temporary Permit.~~

v. ~~Reserved~~Rooming and Boarding Houses.

1. ~~Rooming and boarding houses shall contain a maximum of one hundred (100) beds.~~
2. ~~A property containing a rooming or boarding house shall be located at least one thousand (1,000) feet from any property used for a rooming or boarding house.~~

Draft Parking and Loading Standards Update for Asbury Park

Replace/Add the following new text:

30-59.5 Off-Street Parking Requirements.

Off-street parking shall be provided for all development according to the following schedule:

<i>Residential Use</i>	<i>Parking Requirement</i>
a. Single-family residence	2 parking spaces
b. Two-family residence	3 parking spaces
c. Multi-family residence	
1. 0-1 bedroom unit	1 parking space <u>per unit</u>
2. 2 or more bedrooms	2 parking spaces <u>per unit</u>
d. Planned Residential Development	2 parking spaces per dwelling unit
e. Reserved	
f. Reserved	
g. Reserved	
h. Commercial Uses	Parking Requirement
1. General Requirements (when specific commercial uses cannot be identified.	
(a) Retail trade services and office	1 parking space per employee per shift plus 1 space per 350 gross square feet of floor space
2. When number of employees cannot be determined:	
(a) Retail (including take-out food establishment) services	1 parking space per 250 gross square feet of floor space
(b) General office, banks, research/laboratory	1 parking space per 300 gross square feet of floor space
(c) Physicians, dentists, chiropractors	5 parking spaces per doctor or 1 parking space per 250 gross square feet of floor space, whichever is greater
(d) Auditoriums, stadiums, theaters, arenas and places of assembly	1 parking space per 5 seats, based on maximum seating capacity

i. Hotel, motel, rooming house or equivalent. Uses such as restaurants, nightclubs and retail shops that are contained within the hotel and open to the public shall be calculated separately as required herein. Fifty (50%) percent of the spaces thus calculated will be added for the parking requirement for the hotel.	1 parking space per employee per shift plus .75 parking spaces per sleeping unit. Where number of employees cannot be determined, 1 parking space per sleeping unit
j. Restaurant, nightclub, bar	1 parking space per employee per shift plus 1 parking space per 300 gross square feet of floor area. When number of employees cannot be determined, 1 parking space per 50 square feet of customer floor area.
k. Motor vehicle service stations	10 parking spaces plus 1 space per 2 workers employed during busiest shift
l. Motor vehicle repair garage	4 parking spaces per bay plus 1 space per 2 employees
m. Truck or bus depots	1 parking space per 2 workers employed or to be employed at any one time
n. Car washes, drive-through lubrication stations	1 parking space per 2 workers employed or to be employed at any one time plus reservoir space for 10 cars or 5 times the number of cars capable of being processed at any one time, whichever is greater.
o. Funeral homes	1 parking space per 60 square feet of area intended for public occupancy

Industrial Use

p. Manufacturing, assembly, processing plants; wholesale trade establishments	1 parking space per 300 gross square feet of floor area
q. Warehouses	1 parking space per worker employed at any one time plus 1 parking space per 5,000 square feet of floor area or fraction thereof; where number of workers cannot be determined, 1 parking space per 500 square feet of floor area

Schools

r. Nursery schools, day care centers	5 parking spaces, plus 1 parking space per worker employed or to be employed at any one time
s. Elementary, middle schools	1 1/2 parking spaces per worker employed or to be employed at any one time

- | | |
|--|--|
| t. High schools | 1 1/2 parking spaces per worker employed or to be employed at any one time, plus 1 parking space per 4 students of school capacity |
| u. Colleges, universities, professional institutes | 1 parking space per employee plus 1 parking space per 2 students enrolled |
| v. Theme entertainment centers | 1 parking space per 45 square feet of usable visitor floor area |
| w. Exhibition pavilions | 1 space per 200 square feet of usable visitor area floor |
| x. Bed and Breakfast Establishments | 0.75 per sleeping unit and one (1) space per employee per shift. |

(2000 Code § 30-59.5; Ord. No. 2735)

30-59.6 Requirements for Uses and Buildings Not Included in Schedule.

Reasonable and appropriate off-street parking requirements for buildings and uses not specifically provided for shall be determined by the Zoning Officer ~~Development Coordinator~~, upon consideration of all factors entering into the parking needs of such use and by comparison with the uses enumerated above. In the case of an Application for Development, final determination shall be made by the Board hearing the application. (2000 Code § 30-59.6)

30-59.12 Parking Spaces and Areas.

Parking spaces and areas must be designated and installed as follows:

- a. All off-street parking and loading spaces shall be arranged in an orderly manner to avoid unsafe conditions and to provide adequate access for vehicles and pedestrians using the area.
- b. Parking stalls for full-size vehicles shall be provided in accordance with the following:
 1. The minimum dimensions for each angle parking stall shall be eight (8) feet six (6) inches in width and ~~eighteen~~^{nineteen} (18⁹) feet in length.
 2. Parallel parking spaces, adjacent to curbs, sidewalks, driveways and buildings, shall be a minimum of seven (7) feet in width and twenty-two (22) feet in length.
- c. Parking stalls for compact vehicles shall be provided in accordance with the following:
 1. The minimum dimensions for each parking stall shall be seven (7) feet six (6) inches in width and fifteen (15) feet in length.
 2. Compact parking stalls shall be permitted only for those uses set forth in subsection 30-59.5c, d, h.2b, h.2d, i, p, q, s, t and u provided that:
 - (a) Not more than ~~twenty~~^{thirty}-five (32⁵%) percent of the parking spaces required by these regulations shall be for compact vehicles;

(b) The minimum number of parking spaces required by these regulations shall be in excess of fifty (50) spaces; and

(c) Compact parking stalls shall be grouped in contiguous, uniform stalls and shall have signs placed in appropriate locations indicating PARKING FOR COMPACT VEHICLES ONLY.

3. All or any part of the parking spaces provided in addition to those required by these regulations may be for compact vehicles.

4. To obtain approval of a parking layout with compact parking stalls, a site plan must first be submitted to the Planning Board for approval which demonstrates that sufficient parking is capable of being provided to meet the minimum requirements of these regulations for full-size parking stalls. Upon such demonstration, the Planning Board may then approve an alternate and different site plan containing compact parking stalls, in accordance with the requirements set forth herein. In no event shall the provision of compact parking stalls result in an increase in the floor area or the number of dwelling units permitted with the provision of full-size parking stalls.

d. Tandem parking may be permitted in multi-family developments where it can be shown that tandem spaces can be accommodated within the parking facility without obstructing access to other parking spaces, aisles, or pedestrian accessways. When provided, both spaces in tandem must be assigned to a specific dwelling unit and signed accordingly.

e. Minimum Aisle Widths.

1. The minimum aisle width required to provide maneuvering space and access to parking stalls shall be as follows:

<i>Parking Angle (degree)</i>	<i>Stall Width (feet)</i>	<i>Aisle Width (feet)</i>	<i>Stall Width (feet)</i>	<i>Aisle Width (feet)</i>
0	7	12	7	12
45	8.5	13		
	9.0	12	7.5	12
	9.5	12		
60	8.5	18		
	9.0	16	7.5	14
	9.5	15		
75	8.5	22		
	9.0	21	7.5	17
	9.5	20		
90	8.5	24		
	9.0	23	7.5	22
	9.5	22		

2. The stall width shall be measured perpendicular to the direction of parking. When columns occur along the side lines of parking stalls located within a building or structure, the width of the stall shall be determined by dividing the clear dimensions between column faces, measured perpendicular to the direction of parking, by the number of stalls between adjacent columns whenever the width of the stall so determined is less than nine (9) feet. In such cases,

the painted side stripe defining each stall adjacent to a column shall be placed at the face of column rather than at the center line of the column, and the space between the column faces shall be divided into stalls of equal width.

3. The aisle width dimensions as set forth in the chart in paragraph d.1 of subsection 30-59.12 assume one-way circulation for all parking angles. At a parking angle of ninety (90°) degrees the same dimensions apply for two-way circulation.

4. For a parking angle of zero (0°) degrees, add ten (10) feet to the aisle for two-way circulation.

~~fe.~~ Where parking stalls of different dimensions share the same aisle, the parking stall requiring the greater aisle width shall govern.

~~gf.~~ All access drives, and parking and loading areas shall be paved with an appropriate hard-surface pavement that is durable, dust-free and maintained in good condition.

~~hg.~~ Individual parking and loading spaces, aisles, crosswalks, and entrances and exits shall be suitably identified with lines and arrows, subject to the approval of the Zoning Officer.

~~ih.~~ The provisions of paragraphs c, d, e and f shall not apply to the parking requirements for one- and two-family residences.

30-59.14 Buffer Strips and Internal Landscaping.

a. ~~The design of planting areas within parking and loading areas shall be adequate to screen parking and loading activities from the street or any adjoining lots. All off-street parking and loading areas of five (5) or more spaces, located between a building or use and the street on which it fronts, shall be separated from the street with a buffer strip. The buffer strip shall be a minimum of ten (10) feet in width and landscaped with trees and shrubs to provide for driver and pedestrian safety and to improve the appearance of the parking area.~~

b. ~~Off-street parking areas with more than ten spaces shall have planting beds, at least five feet in width measured from the interior of the surrounding curbing or hardscape, around the perimeter of the parking area. Such planting strips shall be interrupted only at points of ingress and egress and where the parking area or access drive abuts a building on the same lot. Although the preference is for plantings, which offer environmental benefits in addition to visual screening, a wall or fence may be implemented when dimensional requirements (size and orientation of parking aisles, spaces and turning movements) make plantings impracticable or inappropriate. Where the perimeter of a parking lot abuts another parking lot with at least ten (10) spaces, such abutting portion of the lot shall be exempt from providing perimeter planting. No buildings, structures, storage of materials, or parking facilities shall be permitted within the buffer area. All uses permitted in residence zones with off-street parking of five (5) or more spaces shall provide a buffer strip, a minimum of five (5) feet in width, on all sides which abut a residence zone or use permitted in a residence zone.~~

c. All uncovered off-street parking and loading areas of twenty (20) or more spaces shall be provided with planting islands. The planting islands shall be landscaped with trees and shrubs to channel internal traffic flow, prevent indiscriminate movement of vehicles, aid pedestrian circulation and improve appearance of the parking area. ~~The size, location and frequency of planting islands shall be subject to the approval of the Planning Board.~~

d. Shade trees shall be provided at the rate of one tree for each four (4) parking spaces and placed so that all spaces are shaded to the maximum extent possible.~~The treatment of the buffer strips and planting islands shall be subject to the approval of the Planning Board. All buffer strips and planting islands must be kept free of rubbish and maintained to the satisfaction of the Zoning Officer.~~

e. Where parking and loading spaces abut sidewalks, buffer strips, planting islands or similar construction, a curb or wheelstop shall be provided to prevent vehicles from overhanging or otherwise damaging the construction.

f. The total landscaped area of any uncovered parking area must not be less than ten (10%) percent. (2000 Code § 30-59.14)

30-59.19 Requirement for Freestanding Parking Structures.

Freestanding parking structures where permitted in Sections ~~30-69~~ and 30-70 shall be located and designed in accordance with the following:

a. Parking structures located outside the "Renewal Area," as demarcated in the Waterfront Redevelopment Plan, as amended, shall conform to the yard requirements of the zone in which they are located.

b. Parking structures located within the "Renewal Area," as demarcated in the Waterfront Development Plan, as amended, shall be subject to the height and setback restrictions specified in the Development Control Plan of the Waterfront Redevelopment Plan Figure 1 of Schedule 1, except that the following requirements shall also apply:

1. No parking structure shall exceed a height of five (5) levels or fifty (50) feet.
2. A parking structure of two (2) or more levels shall not be located nearer than thirty (30) feet from a street wherein the centerline forms the zone boundary of an R3, R2 or R1 Zone. The area between the structure and the streetline shall be attractively landscaped so that the foundation of the structure is screened from view of neighboring residences. Shade trees shall be located on both sides of the public sidewalk along the street frontage at intervals specified in Section 30-57.12 of this chapter and shall be continued, when possible, across the entire block front.
3. A parking structure shall not be located nearer than ten (10) feet to any interior lot line. A distance shall be maintained between parking structures and existing buildings on adjacent properties as is required in subsection 30-56.1.
4. A parking structure of four (4) or more levels, or more than thirty (30) feet in height, shall not be located nearer than thirty (30) feet from a zone boundary of an R3, R2 or R1 Zone.
5. A parking structure of four (4) or more levels, or more than thirty (30) feet in height, shall not be located nearer than thirty (30) feet from an adjacent lot containing a use permitted in any residential zone.
6. The street level of a parking structure shall not be located within forty (40) feet of Kingsley Street, unless the floor area of the structure within that distance is devoted to retail

commercial space and the height of the structure within that distance does not exceed forty (40) feet. No upper level portions of a parking structure which are devoted to parking shall be located nearer than twenty (20) feet of Kingsley Street.

7. No parking structure shall be located within fifteen (15) feet of any other street located within the Waterfront Redevelopment Area. The area between the structure and the streetline shall be attractively landscaped so that the foundation of the structure is screened from view as seen from the street. Shade trees shall be located on both sides of the public sidewalk along the street frontage at intervals specified in subsection 30-57.12 and shall be continued, when possible, across the entire block front.

8. No freestanding parking structure shall be located within a block having frontage upon a street immediately abutting public parks along Wesley, Sunset or Deal Lakes.

c. Parking structures shall be designed and constructed to meet or exceed the following standards:

1. Roof top parking areas shall meet the same interior landscape requirements as specified for surface parking lots in paragraphs c, d, e, f of subsection 30-59.14.

2. The architectural design for the facades of parking structures facing a public street shall provide 50% of the ground level façade with habitable space or other active uses and incorporate features such as articulated parapet walls, ornamental projections, varied planter widths, etc., to add visual interest and improve the overall appearance of the structure as viewed from the street. (2000 Code § 30-59.19)

EXHIBIT B

MAP

EXHIBIT B

MAP



**Asbury Park, New Jersey
ORDINANCE NO. 2021-22**

AN ORDINANCE AMENDING ORDINANCE NO. 2021-5, ENTITLED “AN ORDINANCE ESTABLISHING A RENT LEVELING BOARD AS WELL AS RULES THAT REGULATE THE PRICE OF RENT AND RATE OF RENT INCREASE FOR CERTAIN RENTAL HOUSING WITHIN THE CITY OF ASBURY PARK, AND AMENDING AND SUPPLEMENTING THE CODE OF THE CITY OF ASBURY PARK TO ESTABLISH A NEW CHAPTER 15 THEREOF, WHICH SHALL BE ENTITLED ‘RENT LEVELING REGULATIONS.’”

WHEREAS, on March 10, 2021, the Mayor and Council of the City of Asbury Park (the “City”) adopted Ordinance No. 2021-5, entitled as follows: “An Ordinance Establishing A Rent Leveling Board As Well As Rules That Regulate The Price Of Rent And Rate Of Rent Increase For Certain Rental Housing Within The City Of Asbury Park, And Amending And Supplementing The Code Of The City Of Asbury Park To Establish A New Chapter 15 Thereof, Which Shall Be Entitled ‘Rent Leveling Regulations’” (also referenced as the “Ordinance”); and

WHEREAS, the Ordinance will become effective on June 1, 2021; and

WHEREAS, among other things, the Ordinance establishes a Rent Leveling Board that shall be composed of seven (7) members, which Board shall have certain powers and duties as set forth in the Ordinance; and

WHEREAS, the Mayor and Council believe that it would be advantageous and in furtherance of the best interests of the residents of the City to amend the Ordinance in order to provide for the establishment and appointment of two (2) alternate members to also serve on the Board, who shall be permitted to participate in the discussions undertaken by the Board but who shall not be permitted vote on any matters before the Board except in the absence or disqualification of any regular member of the Board.

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 15-15, entitled, “Rent Leveling Board,” of Ordinance No. 2021-5, as identified above, is hereby amended and supplemented in the following limited respects (additions are shown with underline; deletions are shown with ~~strikeout~~):

§ 15-15. Rent Leveling Board.

A. Rent Leveling Board Created.

1. There is hereby created a Rent Leveling Board to administer this Chapter under the direction and supervision of the Department of Finance or other Department

as designated by the City Manager of the City of Asbury Park. The Board shall be subject to the Open Public Meetings Act.

2. The Board shall consist of seven (7) regular and two (2) alternate members appointed by the Municipal Council via resolution. The regular members of the Board shall consist of not less than two (2) tenants and not less than two (2) landlords. All members shall be either a resident of the City of Asbury Park and/or an owner of property in the City of Asbury Park. Alternate members shall be designated at the time of appointment as "Alternate No. 1" and "Alternate No. 2." Alternate members may participate in discussions of the proceedings but may not vote except in the absence or disqualification of a regular member. A vote shall not be delayed in order that a regular member may vote instead of an alternate member. In the event that a choice must be made as to which alternate member is to vote, Alternate No. 1 shall vote.
3. ~~Said~~ The regular members of said Rent Leveling Board shall serve three-year terms following the initial appointments. The initial Board member terms of the regular members shall be staggered with two (2) members serving three (3) year terms, two (2) members serving two (2) year terms, and three (3) members serving one (1) year terms. All terms of regular members beyond the initial term shall be for three (3) years each. The initial terms of the alternate members shall be staggered with one (1) member serving for a two (2) year term and one member serving for a three (3) year term. All terms of alternate members beyond the initial term shall be for three (3) years each.
4. A quorum for a hearing shall consist of not less than four (4) members.
5. One (1) member shall be elected chairperson for a one (1) year term at the first meeting of the calendar year by the Board members. One (1) member shall be elected vice-chairperson for a one (1) year term at the first meeting of the calendar year by the Board members.
6. Decisions of the Board may be rendered by a majority of members present, so long as the Board has a quorum.
7. No Board member shall be permitted to act on any matter in which he has either directly or indirectly any personal or financial interest.
8. Municipal Council may remove any member of the Board for cause upon written charges served upon the member after a hearing thereon at which the members shall be entitled to be heard and represented by counsel.
9. A vacancy during the term of any member shall be filled for the unexpired portion thereof only in the same manner as the initial appointment.

B. Attendance.

1. Whenever a member of the Rent Leveling Board has not been present at three (3) consecutive meetings of the Board, then the remaining members of the Board shall determine by a majority vote whether the absence of the member shall be excused pursuant to N.J.S.A. 40A:9-12.1(g). If the failure to attend is due to a legitimate personal concern, such as illness, the member's absence shall be

excused. However, if the Board determines that the personal concern is so serious that it may affect the member's continued ability to participate at meetings, then the Board shall request the Municipal Council to determine whether the member is physically or mentally incapable of service pursuant to N.J.S.A. 40A:9-12.1(d). The Municipal Council shall review the Board's request and may replace the Board member. Replacement of the Board member shall be at the sole discretion of the Municipal Council.

C. Meetings and Dockets.

1. The Rent Leveling Board shall determine the schedule of meetings and hearings as is necessary to carry out the provisions of this ordinance. At minimum, a meeting shall be held within every sixty (60) day period. Special meetings may be scheduled at the discretion of the Board.
2. The Rent Leveling Board shall maintain and keep in its office meeting and hearing dockets. The dockets shall list the time, date, place of hearing, the names of the parties involved, the addresses of the dwellings involved, the issues involved, and positions taken, and the final disposition of the petitions heard by the Board.

D. Language.

1. All rules, notices, orders, rulings and regulations of the Rent Leveling Board shall be printed in English and Spanish. Information disseminated to the public by the Board shall be disseminated in English and Spanish. At the request of a Board member or involved party, provision shall be made for concurrent oral translation into Spanish of any hearings or meetings of the Board.

E. Rights and authority of the Board.

1. The Rent Leveling Board shall have the right to exercise, in addition to other powers herein granted, all powers necessary and appropriate to carry out and execute the purpose of this entire Chapter, including the right to the exercise of equitable authority to depart from the strict interpretation of the provisions of this Chapter in instances where justice and fairness requires equitable intervention. Equitable authority should only be exercised in truly exceptional circumstances where justice and fairness so demand.
2. These powers of equity do not permit the Rent Leveling Board to act in contradiction to the purposes of this Chapter nor in an arbitrary, capricious or unreasonable manner. Notwithstanding this general power of equity, the Rent Leveling Board shall also have the following powers:
 - a) To issue and promulgate such rules and regulations as it deems necessary to implement the purposes of this Chapter, provided said rules and regulations are not in conflict with this Chapter or State statute, and which rules and regulations shall have the force of law until revised, repealed or amended from time to time by the Board in the exercise of its discretion, provided that such rules are filed with the Municipal Clerk.
 - b) To supply information and assistance to landlords and tenants to help them

comply with the provision of this Chapter, municipal code, and State law and regulations.

- c) To hold hearings and adjudicate applications and complaints from landlord/tenants pursuant to this Chapter. Said Board shall give both landlord and tenant reasonable opportunity to be heard before making any determination, with or without counsel. All determinations shall be in writing with copies to any parties of record.
 - d) To require the production of books, records, tax returns, balance sheets, profit and loss statements and such other records as the Board may require and deem necessary for its determination.
3. Any tenant filing a complaint with the Rent Leveling Board against the landlord shall be required to sign a complaint and appear before the Board to give testimony as requested by the Board. The landlord and/or his representative upon due notice shall be required to appear and give testimony. Any tenant appearing before the Board may select someone to represent them who need not be an attorney provided the person representing the tenant is authorized to do so in writing.

F. Appeals of Rent Leveling Board Decisions.

- 1. Any determination of the Rent Leveling Board shall be deemed a final determination by the City. Either the landlord or tenant may appeal the findings of the Rent Leveling Board to the Law Division of the Superior Court in accordance with New Jersey Court Rules.

BE IT FURTHER ORDAINED, that the remaining portions of Ordinance No. 2021-5 which are not shown as being revised above shall remain unchanged and in full force and effect.

BE IT FURTHER ORDAINED, that all other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

BE IT FURTHER ORDAINED, that the provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.

BE IT FURTHER ORDAINED, that an emergency is hereby declared so that the provisions of this Ordinance shall take effect immediately following its adoption, rather than twenty (20) days after its final passage, per N.J.S.A. 40:69A-181(b).

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2021-22 which was finally adopted by the City Council at a meeting held on the 26th day of May, 2021

MELODY HARTSGROVE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2021-16**

2021 CAP RATE ORDINANCE

WHEREAS, the Local Government Cap Law, N.J.S.A. 40A:4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget up to 1.0% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and

WHEREAS, N.J.S.A. 40A:4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriations and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and

WHEREAS, the City Council of the City of Asbury Park in the County of Monmouth finds it advisable and necessary to increase its CY 2021 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and

WHEREAS, the City Council hereby determines that a 2.5% increase in the budget for said year, amount to \$1,099,657.18. In excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and

WHEREAS, City Council hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

NOW THEREFORE BE IT ORDAINED, by the City Council of the City of Asbury Park, in the County of Monmouth, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2021 budget year, the final appropriations of the City of Asbury Park shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased by 3.5%, amounting to \$1,539,520.05. And the CY 2021 municipal budget for the City of Asbury Park be approved and adopted in accordance with the ordinance; and

BE IF FURTHER ORDAINED, that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and

BE IT FURTHER ORDAINED, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of

introduction; and

BE IT FURTHER ORDAINED, that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2021-16 which was finally adopted by the City Council at a meeting held on the 12th day of May, 2021

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 12, 2021
RESOLUTION SUMMARY

2021-223

Acceptance of a grant award for Sunset Lake and Springwood Avenue Improvement Project .
\$250,000



RESOLUTION NO. 2021-223

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

RESOLUTION ACCEPTING AWARD OF A GRANT FROM THE MONMOUTH COUNTY MUNICIPAL OPEN SPACE PROGRAM AND AUTHORIZING SIGNATORIES

WHEREAS, the City has received notification from Monmouth County that they are awarding the City \$250,000.00 in the Municipal Open Space Program fund for Sunset Lake and Springwood Avenue Improvements; and

WHEREAS, the City hereby accepts this grant and authorizes the Mayor, City Manager and City Clerk to sign any and all documents associated with the grant.

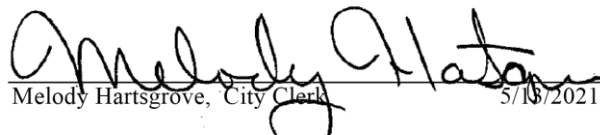
NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey accepts the grant in the amount of \$250,000.00.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Mayor, City Manager and City Clerk are hereby authorized to sign any and all documents associated with the grant.

NOW, THEREFORE, BE IT FURTHER RESOLVED that a copy of this Resolution is to be forwarded to the Monmouth County Board of Commissioners, CFO, City Clerk and City Manager.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-223 which was finally adopted by the City Council at a meeting held on the 12th day of May, 2021

CERTIFIED BY ME THIS 26th DAY OF April, 2017.



Handwritten signature of Melody Hartsgrove in black ink, written over a horizontal line.

Melody Hartsgrove, City Clerk

5/18/2021

MELODY HARTSGROVE
CITY CLERK



Monmouth County Park System

Providing Open Space, Parks, and Recreation

805 Newman Springs Road, Lincroft, NJ 07738-1695 • 732-842-4000
monmouthcountyparks.com

Board of Recreation Commissioners

Kevin Mandeville,
Chairman
Michael G. Harmon,
Vice Chairman
Thomas E. Hennessy, Jr.
David W. Horsnall
Mark E. Zelina
Patricia M. Butch
Thomas W. Adcock
Anthony Fiore
Lori Ann Davidson
James J. Truncer,
Secretary-Director
Ross F. Licitra,
County Commissioner-Liaison

April 29, 2021

Ms. Donna Vieiro, Administrator
City of Asbury Park
1 Municipal Plaza
Asbury Park, NJ 07712

**RE: MUNICIPAL OPEN SPACE GRANT PROGRAM – APPLICATION #20-25
SUNSET LAKE AND SPRINGWOOD PARK IMPROVEMENTS –
CITY OF ASBURY PARK**

Dear Ms. Vieiro:

Congratulations on the grant award for the Sunset Lake and Springwood Avenue Improvements project. As you know, this project has been selected to receive \$250,000 in funding through the Monmouth County Municipal Open Space Grant Program.

Program guidelines require Asbury Park to conduct a Preliminary Assessment and Site Inspection (PASI) for the properties identified in the grant application package. The purpose of the assessment is to identify and remedy any existing on-site contamination that may pose a potential health risk to users of the property. Enclosed are instructions for completing the PASI. **The PASI must be completed before the County will execute the grant agreement. This office has a copy of the PASI report on-file from the previous phases of work at Springwood Avenue Park. A partial waiver to the PASI requirement can be requested for Springwood Avenue Park. Please note that a PASI will be required for the entire park area identified as Sunset Avenue Park.**

Two copies of the Municipal Open Space Program Grant Agreement are also enclosed. Please review and familiarize yourself with the content of this document including Exhibit 1 that describes the scope of the funded project. ***Failure to complete the project as described in the grant agreement may result in the withholding of some or all of the grant award – any proposed changes must be approved by the County in advance – major changes in the scope will not be permitted.*** Please advise this office if any changes to Exhibit 1 are recommended prior to execution.

Program guidelines require that the Grant Agreement be executed within 6 months of the application selection date. Therefore, ***the deadline for completing the Grant Agreement is June 30, 2021.*** Both copies of the agreement should be signed by municipal officials and returned to this office at least two weeks before the deadline. Upon execution by the County, a signed copy will be returned to you for your records along with detailed instructions on seeking reimbursement when the project is completed.

Any questions and correspondence about completing the PASI or the Grant Agreement should be addressed to the Monmouth County Park System, Acquisition and Design Office, Attn: Municipal Open Space Grant Program, 805 Newman Springs Road, Lincroft, NJ 07738 or by telephone at 732-842-4000, Ext. 4472.

Sincerely,

Paul Gleitz, P.P., AICP
Principal Park Planner
Program Director

enc.

pc: Clerk

**The County of Monmouth
Municipal Open Space Program
Grant Agreement**

BETWEEN the City of Asbury Park, having official offices at, 1 Municipal Plaza, Asbury Park, NJ 07712, hereinafter "Grantee," and the Monmouth County Board of County Commissioners, Hall of Records Annex, One East Main Street, P.O. Box 1255, Freehold, New Jersey 07728, hereinafter "County."

This Agreement was entered into by the Monmouth County Board of County Commissioners on:

Date: _____

WITNESSETH:

WHEREAS, Grantee has made application to the County for financial assistance under the Municipal Open Space Program hereinafter "Program"; and

WHEREAS, the County has reviewed said application and has found it to be in conformance with the scope and intent of the Program and has approved Grantee's request for funding;

NOW, THEREFORE, in consideration of the award of funding, and in accordance with the application heretofore filed, the County and Grantee agree to perform in accordance with the terms and conditions set forth in this agreement.

1. The Grantee agrees to perform Sunset Lake Park and Springwood Avenue Park Improvements project in the manner set forth in this agreement and Exhibit 1 – Approved Project Description for the consideration stated herein.
2. The period of performance under this Agreement is specified as thirty months from the project selection, for which period, funds are available and allotted. There shall be no obligation on the part of the County to renew or extend this time period.
3. The amount of the award to be provided by the County under this subcontract is \$250,000. The County award is based upon the Grantee's application #20-25 to the County for financial assistance dated September 19, 2020 and as supplemented. In the event that the anticipated amount of the Grantee's contribution as provided for in the Program Grant Application decreases, then the County's obligation to provide the award set forth in this paragraph shall be void by the County and at the County's option.
4. The Grantee agrees to provide all funds necessary for completion of the Approved Project (Exhibit 1) and to complete the Approved Project in accordance with this Agreement and the conditions, specifications, plans, estimates, project proposals and maps submitted to the County and incorporated herein by reference.
5. Program funds shall be dispersed on a reimbursement basis after the satisfactory completion of the project.

6. Grantee agrees that any Program funds received from the County shall be used only for the purposes described herein.
7. Costs eligible for assistance shall be limited to those eligible costs listed in the Policy and Procedures Manual for the Program. The County award of funding specifically does not include financial assistance for any soft costs, including but not limited to, any costs for title searches, title insurance, surveys, attorney fees, recording fees, and real estate taxes.
8. The Grantee shall furnish and deliver all necessary documentation within the timeframe and in the manner requested by the County and shall grant County personnel and any authorized representatives of the County reasonable access to all records related to the Approved Project.
9. Grantee shall maintain and preserve all land and improvements described herein and provide such police protection as may be necessary.
10. Grantee shall execute and donate to the County of Monmouth at no charge a Deed of Open Space Easement, pursuant to P.L. 1979, c.378 (C) 13:8B-1 et seq. on any land to be (acquired/developed) using funds received from the Monmouth County Open Space and Farmland Preservation, Recreation and Conservation and Historic Preservation Trust Fund (N.J.S.A. 40:14-19(d)(5)), which easement shall include the following language.
 - a. It is the purpose of this Easement to guarantee that the Property will be retained forever for public park, recreation and open space uses and to prevent any use of the Property that will significantly impair or interfere with the park and open space values of the Property.
 - b. The property shall be held in trust in perpetuity and used exclusively for the purposes authorized by the Open Space and Farmland Preservation, Recreation and Conservation and Historic Preservation Act, as may be amended from time to time (N.J.S.A. 40:12-15.6b).
 - c. The City of Asbury Park agrees to make and keep the open space accessible to the public, unless the municipality and County determines that public accessibility would be detrimental to the lands, waters or improvements thereon, or to any natural resources associated therewith (N.J.S.A. 40:12-15.6d(3)).
 - d. The City of Asbury Park agrees not to lease, sell, exchange or donate the property described herein which is being acquired pursuant to P.L. 1997 c. 24, NJSA 40:12-15.6(A) except upon approval of the Monmouth County Board of County Commissioners and upon such conditions as the Monmouth County Board of County Commissioners may establish (N.J.S.A. 40:12-15.6d(4)), including but not limited to replacement with land of no less or greater utility, acreage, and value.
11. Grantee shall provide a copy of the deed of record to the Program Administrator in care of the Monmouth County Park System for recordkeeping purposes.

12. Grantee shall display a sign on the property reflecting the use of County Open Space funds for purchase of or improvement to the property, which sign shall be provided by the Program Administrator.
13. Grantee shall cause the funded property to be listed on the Municipal Recreation and Open Space Inventory at the time it is filed with the New Jersey Green Acres Program or its successor.
14. Grantee shall provide access to the facility/property for County staff to conduct an annual inspection.
15. No official or employee of the Grantee who is authorized in his/her official capacity to negotiate, make, accept or approve, or take part in such decisions regarding a contract or subcontract in connection with the Approved Project shall have any financial or other personal interest in any such contract or subcontract.
16. In the event Grantee does not perform any of the services, obligations, or responsibilities provided for under this Agreement, or in the event that the services do not attain the objectives set forth in the initial application or this agreement to the sole satisfaction of the County, then the County may withhold all, or a portion of, any payment to be made under this agreement, and in addition, may declare this subcontract null and void. In the event of termination, the County shall have no further liability to the Grantee and in no event will the County be liable to pay for services not actually rendered.
17. The County will provide a Program Administrator for the program that will advise the Grantee in performance of the required services. Contact:

Monmouth County Park System
 Attn: Acquisition & Design Department
 805 Newman Springs Road
 Lincroft, NJ 07728-1695
 732-842-4000

18. The Grantee, at the request of the County, may be required to prepare a progress report and submit to the County within 30 calendar days after the date requested. The report shall include a narrative description of the status of the Approved Project and the date on which the Approved Project will be completed.
19. The Grantee now complies with all applicable State and Federal Laws in connection with its business and activities related to the services to be provided including, without limitation, any applicable Federal or State Civil Rights Law, order or regulation.
20. The execution of this Agreement has been authorized by the Grantee's governing body and the Monmouth County Board of County Commissioners.
21. The Grantee shall indemnify and hold the County of Monmouth harmless from any and all loss, damages, suits, penalties, expenses, including but not limited to reasonable investigation and legal expenses, arising out of the operation of the

program, or arising out of, or under this Agreement. The Grantee further agrees to indemnify the County of Monmouth from suits or actions of every nature or description brought against it, or damages received or sustained by any party or parties, by or from any of the acts of the Grantee or of the Grantee's, Director's employees, agents or volunteers.

22. The Grantee shall procure and maintain at its own expense, liability insurance for any personal injury or property damage to be reviewed and accepted by the County of Monmouth caused by the Grantee in its normal and usual course of business. The Grantee expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit the Grantee's obligations assumed in this Agreement and shall not be construed to relieve the Grantee from liability in excess of such coverage.

IN WITNESS WHEREOF, the parties have executed this contract as of the day and year first above written.

ATTEST/SEAL

Monmouth County Board of County Commissioners

BY _____

Date _____

Freeholder Director

ATTEST/SEAL

For the GRANTEE:

BY _____

Date _____

(Typed Name)

(Title)

Exhibit 1: Approved Project Description

Application #: 20-22

Grantee: City of Asbury Park

Address: 1 Municipal Plaza, Asbury Park, NJ 07712

Phone: (732) 502-5755

E-mail: donna.vieiro@cityofasburypark.com

Contact Person: Donna Vieiro, Administrator

Project Name: Sunset Lake Park and Springwood Park Improvements

Project Location(s):

Sunset Lake Park – between Main Street and Bond Street –

Block 2905, Lot 1; Block 2906, Lot 1; Block 3501, Lot 1; Block 3502, Lot 1;

Block 4101, Lot 1

Springwood Avenue Park – 126 Atkins Avenue – Block 1201, lot 1.01

Type of Application: Development

Grant Award: \$250,000

Project Period: Thirty months from the project selection by the Board of County Commissioners, this date being June 13, 2023.

Project Scope: Sunset Lake Park – 14 light fixtures, poles, and foundations; twenty landscape lighting units; electrical work for lighting; site grading; top soil; concrete sidewalk; concrete paver circular walkway; 18” high circular block wall; and fertilizer and seed.

Springwood Avenue Park – shade covering for existing stage area.

Project Conditions: County grant funds are payable on a reimbursable basis. The final award shall not exceed the above grant amount or 75% of the actual eligible project costs, whichever is less.

**The County of Monmouth
Municipal Open Space Program
Grant Agreement**

BETWEEN the City of Asbury Park, having official offices at, 1 Municipal Plaza, Asbury Park, NJ 07712, hereinafter "Grantee," and the Monmouth County Board of County Commissioners, Hall of Records Annex, One East Main Street, P.O. Box 1255, Freehold, New Jersey 07728, hereinafter "County."

This Agreement was entered into by the Monmouth County Board of County Commissioners on:

Date: _____

WITNESSETH:

WHEREAS, Grantee has made application to the County for financial assistance under the Municipal Open Space Program hereinafter "Program"; and

WHEREAS, the County has reviewed said application and has found it to be in conformance with the scope and intent of the Program and has approved Grantee's request for funding;

NOW, THEREFORE, in consideration of the award of funding, and in accordance with the application heretofore filed, the County and Grantee agree to perform in accordance with the terms and conditions set forth in this agreement.

1. The Grantee agrees to perform Sunset Lake Park and Springwood Avenue Park Improvements project in the manner set forth in this agreement and Exhibit 1 – Approved Project Description for the consideration stated herein.
2. The period of performance under this Agreement is specified as thirty months from the project selection, for which period, funds are available and allotted. There shall be no obligation on the part of the County to renew or extend this time period.
3. The amount of the award to be provided by the County under this subcontract is \$250,000. The County award is based upon the Grantee's application #20-25 to the County for financial assistance dated September 19, 2020 and as supplemented. In the event that the anticipated amount of the Grantee's contribution as provided for in the Program Grant Application decreases, then the County's obligation to provide the award set forth in this paragraph shall be void by the County and at the County's option.
4. The Grantee agrees to provide all funds necessary for completion of the Approved Project (Exhibit 1) and to complete the Approved Project in accordance with this Agreement and the conditions, specifications, plans, estimates, project proposals and maps submitted to the County and incorporated herein by reference.
5. Program funds shall be dispersed on a reimbursement basis after the satisfactory completion of the project.

6. Grantee agrees that any Program funds received from the County shall be used only for the purposes described herein.
7. Costs eligible for assistance shall be limited to those eligible costs listed in the Policy and Procedures Manual for the Program. The County award of funding specifically does not include financial assistance for any soft costs, including but not limited to, any costs for title searches, title insurance, surveys, attorney fees, recording fees, and real estate taxes.
8. The Grantee shall furnish and deliver all necessary documentation within the timeframe and in the manner requested by the County and shall grant County personnel and any authorized representatives of the County reasonable access to all records related to the Approved Project.
9. Grantee shall maintain and preserve all land and improvements described herein and provide such police protection as may be necessary.
10. Grantee shall execute and donate to the County of Monmouth at no charge a Deed of Open Space Easement, pursuant to P.L. 1979, c.378 (C) 13:8B-1 et seq. on any land to be (acquired/developed) using funds received from the Monmouth County Open Space and Farmland Preservation, Recreation and Conservation and Historic Preservation Trust Fund (N.J.S.A. 40:14-19(d)(5)).which easement shall include the following language.
 - a. It is the purpose of this Easement to guarantee that the Property will be retained forever for public park, recreation and open space uses and to prevent any use of the Property that will significantly impair or interfere with the park and open space values of the Property.
 - b. The property shall be held in trust in perpetuity and used exclusively for the purposes authorized by the Open Space and Farmland Preservation, Recreation and Conservation and Historic Preservation Act, as may be amended from time to time (N.J.S.A. 40:12-15.6b).
 - c. The City of Asbury Park agrees to make and keep the open space accessible to the public, unless the municipality and County determines that public accessibility would be detrimental to the lands, waters or improvements thereon, or to any natural resources associated therewith (N.J.S.A. 40:12-15.6d(3)).
 - d. The City of Asbury Park agrees not to lease, sell, exchange or donate the property described herein which is being acquired pursuant to P.L. 1997 c. 24, NJSA 40:12-15.6(A) except upon approval of the Monmouth County Board of County Commissioners and upon such conditions as the Monmouth County Board of County Commissioners may establish (N.J.S.A. 40:12-15.6d(4)), including but not limited to replacement with land of no less or greater utility , acreage, and value.
11. Grantee shall provide a copy of the deed of record to the Program Administrator in care of the Monmouth County Park System for recordkeeping purposes.

12. Grantee shall display a sign on the property reflecting the use of County Open Space funds for purchase of or improvement to the property, which sign shall be provided by the Program Administrator.
13. Grantee shall cause the funded property to be listed on the Municipal Recreation and Open Space Inventory at the time it is filed with the New Jersey Green Acres Program or its successor.
14. Grantee shall provide access to the facility/property for County staff to conduct an annual inspection.
15. No official or employee of the Grantee who is authorized in his/her official capacity to negotiate, make, accept or approve, or take part in such decisions regarding a contract or subcontract in connection with the Approved Project shall have any financial or other personal interest in any such contract or subcontract.
16. In the event Grantee does not perform any of the services, obligations, or responsibilities provided for under this Agreement, or in the event that the services do not attain the objectives set forth in the initial application or this agreement to the sole satisfaction of the County, then the County may withhold all, or a portion of, any payment to be made under this agreement, and in addition, may declare this subcontract null and void. In the event of termination, the County shall have no further liability to the Grantee and in no event will the County be liable to pay for services not actually rendered.
17. The County will provide a Program Administrator for the program that will advise the Grantee in performance of the required services. Contact:

Monmouth County Park System
 Attn: Acquisition & Design Department
 805 Newman Springs Road
 Lincroft, NJ 07728-1695
 732-842-4000

18. The Grantee, at the request of the County, may be required to prepare a progress report and submit to the County within 30 calendar days after the date requested. The report shall include a narrative description of the status of the Approved Project and the date on which the Approved Project will be completed.
19. The Grantee now complies with all applicable State and Federal Laws in connection with its business and activities related to the services to be provided including, without limitation, any applicable Federal or State Civil Rights Law, order or regulation.
20. The execution of this Agreement has been authorized by the Grantee's governing body and the Monmouth County Board of County Commissioners.
21. The Grantee shall indemnify and hold the County of Monmouth harmless from any and all loss, damages, suits, penalties, expenses, including but not limited to reasonable investigation and legal expenses, arising out of the operation of the

program, or arising out of, or under this Agreement. The Grantee further agrees to indemnify the County of Monmouth from suits or actions of every nature or description brought against it, or damages received or sustained by any party or parties, by or from any of the acts of the Grantee or of the Grantee's, Director's employees, agents or volunteers.

22. The Grantee shall procure and maintain at its own expense, liability insurance for any personal injury or property damage to be reviewed and accepted by the County of Monmouth caused by the Grantee in its normal and usual course of business. The Grantee expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit the Grantee's obligations assumed in this Agreement and shall not be construed to relieve the Grantee from liability in excess of such coverage.

IN WITNESS WHEREOF, the parties have executed this contract as of the day and year first above written.

ATTEST/SEAL

Monmouth County Board of County Commissioners

BY _____

Date _____

Freeholder Director

ATTEST/SEAL

For the GRANTEE:

BY _____

Date _____

(Typed Name)

(Title)

Exhibit 1: Approved Project Description

Application #: 20-22

Grantee: City of Asbury Park

Address: 1 Municipal Plaza, Asbury Park, NJ 07712

Phone: (732) 502-5755

E-mail: donna.vieiro@cityofasburypark.com

Contact Person: Donna Vieiro, Administrator

Project Name: Sunset Lake Park and Springwood Park Improvements

Project Location(s):

Sunset Lake Park – between Main Street and Bond Street –
Block 2905, Lot 1; Block 2906, Lot 1; Block 3501, Lot 1; Block 3502, Lot 1;
Block 4101, Lot 1

Springwood Avenue Park – 126 Atkins Avenue – Block 1201, lot 1.01

Type of Application: Development

Grant Award: \$250,000

Project Period: Thirty months from the project selection by the Board of County Commissioners, this date being June 13, 2023.

Project Scope: Sunset Lake Park – 14 light fixtures, poles, and foundations; twenty landscape lighting units; electrical work for lighting; site grading; top soil; concrete sidewalk; concrete paver circular walkway; 18” high circular block wall; and fertilizer and seed.

Springwood Avenue Park – shade covering for existing stage area.

Project Conditions: County grant funds are payable on a reimbursable basis. The final award shall not exceed the above grant amount or 75% of the actual eligible project costs, whichever is less.



Minutes
Meeting of the Municipal Council
Wednesday, May 12, 2021
REGULAR MEETING

Executive Session - 4:00 p.m.

ATTORNEY CLIENT PRIVILEGE

2021-220 Resolution Authorizing a meeting which excludes the public

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

Workshop Session - 6:00 p.m.

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

City Clerk Melody Hartsgrove called the meeting to order at 6:00 PM.

1. Call to Order/Roll Call
2. Silent Prayer/Moment of Reflection
3. Salute to the Flag
4. Announcement - Open Public Meetings Act

SPECIAL EVENT APPLICATIONS

Director of Recreation, Leesha Floyd presented Special Events applications to Mayor and Council.

PROCLAMATION

1. Rick Benjamin and Paragon Ragtime Orchestra
Proclamation for Rick Benjamin and Paragon Ragtime Orchestra.

ITEMS TO BE PRESENTED:

2. Asbury Park Equity Committee Recommendations
Asbury Park Equity Committee Recommendations

MATTERS FROM CITY COUNCIL

Council member Chapman stated, we've got a great 6-week program coming up. It's the Asbury Park beach patrol 2021 junior lifeguard program. It's for our younger residents ages 10 to 15, where they learn to become lifeguards in accordance with the United States Lifesaving Association. It's a 6-week program that will run June 28th through August 6th, Monday, Wednesday, Friday mornings from 7:45AM until 9:00AM. The deadline for registration is June 15th. There is no cost for our residents, it is \$100 for non-residents. You can register online at cityofasburypark.com/jrguard.

Council member Clayton had no matters at this time.

Council member Kendle had no matter at this time.

Deputy Mayor Quinn had no matters at this time.

Mayor Moor stated, I want to thank Amy and Yvonne and every member of the Equity Committee to get us this far. We're right there and we're going to be doing the right thing. I thank everyone on the committee, let's move forward.

MATTERS FROM CITY MANAGER

City Manager, Donna Viero had no matters at this time.

MATTERS FROM CITY ATTORNEY

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

PUBLIC PARTICIPATION

A motion was made by Council member Chapman and seconded by Council member Clayton to open the meeting to the public. All were in favor. The following members of the public spoke: Ernest Mignoli made a comment about Ansell, Grimm & Aaron Law Firm, Michael Kushner made a comment about the Equity Committee and the Asbury Park Police Department, Polli Schildge made

a comment about the Equity Committee, Kerry Butch made a comment about the Equity Committee and the Rent Control Ordinance, and Rita Marano made a comment about flag poles. A motion to close the meeting to the public was made by Council member Chapman and seconded by Deputy Mayor Quinn. All were in favor.

MINUTES

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

1. Municipal Council Executive Meeting April 28th 5:00 pm
2. Municipal Council Executive Meeting May 5th 1:30 pm
3. Municipal Council - Regular Meeting - Apr 28, 2021 6:00 PM
4. Municipal Council - Special Meeting - May 5, 2021 1:30 PM

CONSENT AGENDA RESOLUTIONS

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

- 2021-221 Resolution Approving Special Event Applications
- 2021-222 Resolution Amending Temporary Budget Appropriations for 2021 Budget
- 2021-223 Resolution Accepting Award of a Grant from the Monmouth County Municipal Open Space Program and Authorizing Signatories
- 2021-224 Authorize Submission of a Grant Application to the State of New Jersey, Department of Public Safety, Division of Highway Traffic Safety, Under the " Click it or Ticket" 2021 Seat Belt Mobilization Grant
- 2021-225 Resolution to Refund Overpaid Taxes Block-3205 Lot-12 604 Grand Avenue
- 2021-226 Resolution to Refund Overpaid Taxes Block-3205 Lot-11 600 Grand Avenue
- 2021-227 Resolution to Refund Overpaid Taxes Block-3205 Lot-1 610 Grand Avenue
- 2021-228 Resolution of Support Authorizing the Sustainable Jersey 2021 EDF Climate Corps Program Application

INDIVIDUAL RESOLUTIONS

2021-229 Resolution Approving Payment of Bills

Council member Chapman abstained from 21-01022.

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

2021-230 Authorizing the Execution of a Shared Service Agreement with the County of Monmouth for Dispatch Services

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

2021-231 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

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

2021-232 Resolution Authorizing the Purchase of Three Kubota's

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

2021-233 Resolution Authorizing the Purchase two Rear Compactor Boxes for the Beach Department

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

2021-234 Rescinding Resolution 2020-283 and Authorizing a Contract for the Installation of an Underground Sprinkler System at Sunset and Cannon Park

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

2021-235 Resolution Authorizing Change Order Number 2, 3 and 4 for the Deal Lake Drive Improvements Project

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

2021-236 Resolution Approving Change Order #5 for Bridge and Heck Street Improvements

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

2021-237 Resolution Adopting the Monmouth County HOME Consortium FY-2021 Annual Action Plan for the Housing and Community Development Block Grant (CDBG) Program

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

2021-238 Resolution Authorizing the Reprogramming of Funds as a result of a Substantial Amendment to the City's Community Development Block Grant (CDBG) Annual Action Plans for Fiscal Years 2017, 2018 and 2019

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

2021-239 Resolution of The Mayor And City Council of The City of Asbury Park to Designate 1401 Ocean Avenue, LLC, As a Subsequent Developer and to Enter Into a Subsequent Developer Agreement With 1401 Ocean Avenue, LLC, For The Development of A Roof Top Deck On The Berkeley Oceanfront Hotel Located On The Property At Block 4204, Lot 1

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

2021-240 Resolution Establishing A Flag Flying Policy Relating to The Display of Commemorative or Organizational Flags On City Flagpoles.

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

2021-241 Resolution Appointing Members to The Rent Leveling Board

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

ORDINANCES

Introduction

2021-18 Ordinance of The City of Asbury Park Authorizing the Amendment to Certain Financial Agreements Within the City

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 5/26/2021 6:00 PM
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2021-19 Ordinance of the City of Asbury Park Amending Traffic and Parking Regulations (Chapter VII) Designating Waterfront Parking for Electric or Plug-In Hybrid Vehicles

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 5/26/2021 6:00 PM
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2021-20 An Ordinance Amending Various Sections of Chapter XXX, Entitled “Land Development Regulations,” of The Code of the City of Asbury Park, New Jersey.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 6/9/2021 6:00 PM
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2021-21 An Ordinance Amending Various Sections of Chapter XXX, Entitled “Land Development Regulations,” of The Code of the City of Asbury Park, New Jersey and Amending the Official Zoning Map

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 6/9/2021 6:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2021-22 An Ordinance Amending Ordinance No. 2021-5, Entitled “An Ordinance Establishing A Rent Leveling Board as Well as Rules That Regulate the Price of Rent and Rate of Rent

Increase for Certain Rental Housing Within the City of Asbury Park, And Amending and Supplementing the Code of The City of Asbury Park to Establish A New Chapter 15 Thereof, Which Shall Be Entitled ‘Rent Leveling Regulations.’”

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 5/26/2021 6:00 PM
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

Second Reading/Public Hearing

2021-16 2021 Cap Rate Ordinance

A motion to open 2021-16 to the public was made by Council member Kendle and seconded by Deputy Mayor Quinn. All in favor. The following members of the public spoke: Ernest Mignoli and Rita Marano.

A motion to close 2021-16 was made by Council member Chapman and seconded by Council member Kendle.

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

MUNICIPAL BUDGET PUBLIC HEARING 2021

A motion to open the Municipal Budget public hearing to the public was made by Council member Chapman and seconded by Council member Clayton. All in favor. The following members of the public spoke: Ernest Mignoli, Rita Marano, and Kerry Butch.

A motion to close the Municipal Budget public hearing was made by Council member Chapman and seconded by Deputy Mayor Quinn.

ADJOURNMENT

The meeting was adjourned at 7:49 PM

A motion to close the meeting was made by Council member Chapman and seconded by Deputy Mayor Quinn. All in favor. Meeting was adjourned at 7:49 PM

Resolutions

Respectfully submitted by:

Melody Hartsgrrove, Deputy City Clerk



Minutes
Meeting of the Municipal Council
Wednesday, April 28, 2021
REGULAR MEETING

Executive Session - 5:00 p.m.

2021-198 Resolution Authorizing a meeting which excludes the public

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

ATTORNEY-CLIENT PRIVILEGE

Workshop Session - 6:00 p.m.

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

City Clerk Melody Hartsgrrove called the meeting to order at 6:00 PM.

2. Silent Prayer/Moment of Reflection
3. Salute to the Flag
4. Announcement - Open Public Meetings Act

PROCLAMATION

1. Proclaiming April 30, 2021 as Arbor Day

Proclaiming April 30, 2021 as Arbor Day.

2. Proclaiming May 6, 2021 as A Day of Prayer
Proclaiming May 6, 2021 as A Day of Prayer.

Special Event Applications

Director of Recreation, Leesha Floyd presented Special Events applications to Mayor and Council.

ITEMS TO BE PRESENTED:

Deputy City Manager, Michael Manzella and Transportation Manager, James Bonnano presented an E-Scooter Share Program to Mayor and Council.

Matters from City Council

Council member Clayton stated, I am really excited that the restrictions are being lessened but we still have COVID, so don't relax too much. Free testing is going to happen at the transportation center on Wednesday, May 12th from 4:00PM to 7:00PM. Anyone in the city that is looking for assistance getting a vaccine scheduled please call our Social Services Department at 732-775-0960. If you need transportation to a vaccine location, that can be arranged. You can call 732-431-6480.

Council member Kendle stated, this past Monday Eileen Chapman and myself had the privilege with having coffee with the residents of Asbury Park, coffee with the residents. It was a good experience and I just want to thank all the people that came out. A lot of respect was shown. I also want to thank Sonia for the good job she did and helping us out. Keep wearing your mask and keep being safe.

Deputy Mayor Quinn stated, one thing I want to say and it's happening nationally, it's happening state-wide, and it's happening locally is hiring. I know a number of our small businesses have been tittering throughout this pandemic and I would just ask that we treat the small businesses here with kindness when they start the reopening process and when these numbers start to go up, and if they are struggling getting staff that we just be kind.

Mayor Moor had no matters at this time.

Matters from City Manager

City Manager, Donna Viero 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 Kendle to open the meeting to the public. All were in favor. The following members of the public spoke: Ernest Mignoli made a comment about the Ansell, Grimm & Aaron Law Firm, Peter Siegel made a comment about the recent Special Election, Rita Marano made a comment about E-Scooters and the City Attorney Frederick Raffetto, and Polli Schildge made a comment about E-Scooters. A motion to close the meeting to the public was made by Council member Kendle and seconded by Mayor Moor. All were in favor.

MINUTES

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

1. Municipal Council Executive Meeting March, 24, 2021
2. Municipal Council Executive Meeting April 14, 2021
3. Municipal Council - Regular Meeting - Apr 14, 2021 6:00 PM **Accepted**

CONSENT AGENDA RESOLUTIONS

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

- 2021-199 Resolution Approving Special Event Applications
- 2021-200 Resolution Amending Temporary Budget Appropriations for 2021 Budget
- 2021-201 Resolution of Support from Local Governing Body Authorizing the Sustainable Jersey Grant funded by PSEG
- 2021-202 Authorize Submission of a Grant Application to The State Of New Jersey Department of Law and Public Safety Office of The Attorney General. SFY21 Body Worn Camera Grant Program
- 2021-203 Resolution Adopting a Purchasing Manual to Establish the Purchasing Policy and Procedures for the City of Asbury Park
- 2021-204 Authorizing Appointments to the "Environmental/Shade Tree Commission"

INDIVIDUAL RESOLUTIONS

2021-205 Resolution Approving Payment of Bills

RESULT:	ADOPTED [3 TO 1]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Jesse Kendle, Councilmember
AYES:	Yvonne Clayton, Jesse Kendle, Amy Quinn
NAYS:	John Moor
ABSENT:	Eileen Chapman

2021-206 Resolution Awarding a Contract to Allied Signage Corporation for the Citywide Wayfinding Project

RESULT:	TABLED [UNANIMOUS]
	Next: 5/12/2021 6:00 PM
MOVER:	John Moor, Mayor
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Yvonne Clayton, Jesse Kendle, Amy Quinn, John Moor
ABSENT:	Eileen Chapman

2021-207 Awarding of a Contract to Millennium Communications Group for Cameras and Electronics at Library Square Park

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

2021-208 Awarding of a Contract to Millennium Communications Group for South Boardwalk Security Upgrades

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

2021-209 Awarding of a Contract to Millennium Communications Group for Cameras and Wireless Equipment at Cookman and Madison Avenue

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

2021-210 Resolution Appointing PKF O'Connor Davies to Conduct a Sewer Rate Study, and Authorizing the Execution of an Agreement for Professional Services Associated Therewith

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

2021-211 Resolution Authorizing an Agreement for Monthly Toxicity Testing at the Sewer Plant

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

2021-212 Appointing Shore Point Architecture to Provide Architectural and Engineering Services for the New Fire Station and Authorizing the Award of a Non-Fair and Open Professional Service Contract

RESULT: ADOPTED [3 TO 1]
MOVER: Amy Quinn, Deputy Mayor
SECONDER: Jesse Kendle, Councilmember
AYES: Jesse Kendle, Amy Quinn, John Moor
NAYS: Yvonne Clayton
ABSENT: Eileen Chapman

2021-213 Resolution Authorizing Purchase of Ammunition for the Police Department

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

2021-214 Resolution of The Mayor and City Council of The City Of Asbury Park Referring Proposed Amendment(s) To The Section Entitled “District Standards and “Definitions” In The Central Business District 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: Amy Quinn, Deputy Mayor
SECONDER: Jesse Kendle, Councilmember
AYES: Yvonne Clayton, Jesse Kendle, Amy Quinn, John Moor
ABSENT: Eileen Chapman

2021-215 Resolution Authorizing Change Order Number One for 1117 Sunset Avenue Demolition

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

2021-217 Award of E-Scooter Share Program for the City of Asbury Park

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

ORDINANCES

Second Reading/Public Hearing

2021-10 Ordinance of the City of Asbury Park Amending Chapter VII of the Code of the City of Asbury Park Regarding Traffic Regulations Pertaining to Sylvan Avenue, Adam's Street, Atkins Avenue, and Avenue A

A motion to open 2021-10 to the public was made by Council member Kendle and seconded by Council member Clayton. All in favor. The following members of the public spoke: Ernest Mignoli and Rita Marano made comments about Adams Street.

A motion to close 2021-10 was made by Mayor Moor and seconded by Council member Kendle.

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

2021-11 Ordinance of the City of Asbury Park Amending Chapter VII of the Code of the City of Asbury Park Regarding Traffic Regulations Pertaining to the City's Alleyways

A motion to open 2021-11 to the public was made by Council member Clayton and seconded by Council member Kendle. All in favor. The following members of the public spoke: Polli Schildge and Ernest Mignoli made comments about the city's alleyways, and Rita Marano asked a question about Transportation Manager James Bonanno.

A motion to close 2021-11 was made by Council member Kendle and seconded by Mayor Moor.

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

2021-17 An Ordinance Establishing a Restricted Parking Space for use by Handicapped Persons at Property Located at 1100 Block of Langford Street in the City of Asbury Park, and Amending and Supplementing Section 7-36, Entitled, "Handicapped Parking," of Chapter VII, "Traffic," of the "Revised General Ordinances of the City of Asbury Park, New Jersey."

A motion to open 2021-17 to the public was made by Council member Kendle and seconded by Council member Clayton. All in favor. The following members of the public spoke: Ernest Mignoli made a comment about handicapped parking. A motion to close 2021-17 was made by Deputy Mayor Quinn and seconded by Mayor Moor.

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

ADJOURNMENT

The meeting was adjourned at 7:23 PM

A motion to close the meeting was made by Deputy Mayor Quinn and seconded by Council member Kendle. All in favor. Meeting was adjourned at 7:23 PM

Respectfully submitted by:

Melody Hartsgrrove, Deputy City Clerk

Minutes Acceptance: Minutes of Apr 28, 2021 6:00 PM (Minutes)



Minutes
Meeting of the Municipal Council
Wednesday, May 5, 2021
SPECIAL MEETING

Executive Session - 1:30 pm.

2021-218 Resolution Authorizing a meeting which excludes the public

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

Attendee Name	Title	Status	Arrived
Eileen Chapman	Councilmember	Remote	
Yvonne Clayton	Councilmember	Remote	
Jesse Kendle	Councilmember	Remote	
Amy Quinn	Deputy Mayor	Remote	
John Moor	Mayor	Remote	
Melody Hartsgrrove	City Clerk	Remote	
Donna Vieiro	City Manager	Remote	
Frederick Raffetto	City Attorney	Remote	

City Clerk Melody Hartsgrrove called the meeting to order at 2:20 PM.

Public Participation

A motion was made by Council member Chapman and seconded by Council member Clayton to open the meeting to the public. No members of the public spoke. A motion to close the meeting to the public was made by Council member Chapman and Council member Kendle . All were in favor.

INDIVIDUAL RESOLUTIONS

- Resolution Awarding a Contract to MS Signs, Inc. for the Citywide Wayfinding Project

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

ADJOURMENT

A motion to close the meeting was made by Council member Chapman and Deputy Mayor Quinn.

Respectfully submitted by:

Melody Hartsgrove, Deputy City Clerk

Minutes Acceptance: Minutes of May 5, 2021 1:30 PM (Minutes)



SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

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

NAME OF EVENT: Eid Prayer

DATE(S): 5/12/21 or 5/13/21 Rain Date: _____

HOURS OF EVENT: From 9AM To: 11AM

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Springwood Park

Name of Applicant/Organization: Islamic Center of Asbury Park

Address: 612 Ridge ave Asbury Park NJ 07712

Contact: Mysara Elbasouni Phone: 732-856-3904

Fax: _____ Email: mysara91@gmail.com

Non-Profit? Yes X No _____ Tax Exempt ID Number: 22-3153341

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: We will line up for a prayer on the grass, with each congregant on his own mat for about twenty minutes. Afterwards, the Imam will deliver a small speech for ten minutes over the PA system while they are seated on their prayer mats.

On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.

Attachment: cm 512 (2021-221 : Special Event Applications)

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes _____ No X If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 100 maxADMISSION CHARGE? YES _____ NO X IF YES, HOW MUCH _____VENDOR CHARGE? YES _____ NO X IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES _____ NO X Please Give Details: _____

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: We do not anticipate any trash, but will insure that any trash left behind by the congregants is cleaned up after the event is completed. We will bring our own trash bags and dispose of any trash left behind in our own dumpster if needed.

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: We will operate our PA system with a small generator. We will just need access to the public restrooms.

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

*All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of Fire Prevention.

*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 10 days prior to the date of the event.

*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 10 business days in advance of the event date.

*If the event insurance policy and all fees are not submitted to the City 10 days prior to the event, the City reserves the right to cancel the event.


Signature of Applicant

4/26/2021
Date

Mysara Elbasouni
Print Name of Applicant

Attachment: cm 512 (2021-221 : Special Event Applications)

SPECIAL EVENTS PERMIT APPLICATION



Date Received: _____ APP. # _____

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

NAME OF EVENT: Asbury Park AYF&C Banquet

DATE(S): 5/16/21 Rain Date: 5/23/21
HOURS OF EVENT: From 2pm To: 5pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Springwood Ave. Park

Name of Applicant/Organization: Kyle Weedon / Asbury Park AYF&C

Address: 610 Sewall Ave. Apt. 9T Asbury Park, NJ 07712

Contact: Kyle Weedon Phone: 732-546-4010

Fax: _____ Email: AsburyParkAYF@gmail.com

Non-Profit? Yes X No _____ Tax Exempt ID Number: 31-1484747

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: We will be hosting a trophy banquet to honor all players & Cheerleaders from our 2020 Football & Cheer Season

*On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. **NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.***

OVER

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes _____ No X If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 150ADMISSION CHARGE? YES X NO _____ IF YES, HOW MUCH \$10 Per parentVENDOR CHARGE? YES _____ NO X IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES _____ NO X Please Give Details: _____

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: Our Board Members and Coaches will act as security, Clean-Up Crew.

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: We are looking to use one DPW worker for the length of the event.

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

*All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of Fire Prevention.

*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 10 days prior to the date of the event.

*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 10 business days in advance of the event date.

*If the event insurance policy and all fees are not submitted to the City 10 days prior to the event, the City reserves the right to cancel the event.

Kyle Weedon
Signature of Applicant

5-27-21
Date

Kyle Weedon
Print Name of Applicant

For Special Events Office Use only:

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

SPECIAL EVENTS PERMIT APPLICATION



Date Received: _____ APP. # _____

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

NAME OF EVENT: DRUMMING CIRCLE at the COASTAL GARDEN

DATE(S): Every Wednesday from May 25, to September 1, 2021

Rain Date: None

HOURS OF EVENT: From 6:00 pm to 8:00 PM

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Southeast side of the Casino next to the new ESTC Coastal Garden.

Name of Applicant/Organization: AP Environmental Shade Tree Commission

Address: 9 Main Street

Contact: Tom Pivinski

Phone: 908-489-4391

Fax: _____ Email: iksnivip@aol.com

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

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: A group of approximately 15-20 drummers will gather and be led by their organizer, John Eustor, in rhythmical percussion patterns. The drummers bring their own instruments and there is no electrical production of the event.

Attachment: cm 512 (2021-221 : Special Event Applications)

On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. **NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.**

OVER

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes _____ No ☒ If yes, please explain _____

NUMBER OF PEOPLE ANTICIPATED TO ATTEND: _____ 15-20 _____

ADMISSION CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____

VENDOR CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____

WILL YOU REQUIRE A STREET CLOSING? YES _____ NO ☒ Please Give Details:

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: _____

____ Participants will abide by Covid19 protocols regarding masks and social distancing.

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

____ N/A _____

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

*All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of Fire Prevention.

*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 10 days prior to the date of the event.

*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 10 business days in advance of the event date.



SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

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

Solace Sunrise Walk

NAME OF EVENT: _____

DATE(S): June 20, 2021 Rain Date: June 27, 2021

HOURS OF EVENT: From 4:00 am To: 6:30 am

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Board Walk

Name of Applicant/Organization: Solace House Inc.

Address: 1040 Jackson Ave, Long Island City NY 11101

Contact: Rebecca Skedd Phone: 914-309-5935

Fax: _____ Email: Rebecca.skedd@solacehouseusa.org

Non-Profit? Yes ☒ No ☐ Tax Exempt ID Number: 47-2629761

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: We are hoping to do a walk on the BoardWalk to raise awareness for suicide prevention and mental health. The walk starts right before sunrise and participants walk as part of a community as the sun begins to rise- symbolic of hope. It would be max 50 - 75 people, all participants are required to sign a waiver and we purchase event insurance.

*On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. **NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.***

Attachment: cm 512 (2021-221 : Special Event Applications)

OVER

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes _____ No X If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 50 - 75ADMISSION CHARGE? YES X NO _____ IF YES, HOW MUCH \$35VENDOR CHARGE? YES _____ NO X IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES _____ NO X Please Give Details:

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: We will have assigned stewards who will navigate participants up the Boardwalk, ensuring they're walking on the right side. We won't have any materials so there should be no garbage but we assign volunteers to our cleanup committee who complete the entire route after the event to ensure there is absolutely no garbage left over. We take ALL garbage away with us.

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

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

*All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of Fire Prevention.

*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 10 days prior to the date of the event.

*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 10 business days in advance of the event date.

*If the event insurance policy and all fees are not submitted to the City 10 days prior to the event, the City reserves the right to cancel the event.

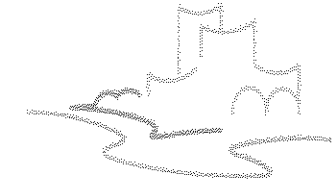
Rebecca Skedd
Signature of Applicant

4/30/2021
Date

Rebecca Skedd
Print Name of Applicant

Attachment: cm 512 (2021-221 : Special Event Applications)

SPECIAL EVENTS PERMIT APPLICATION



ASBURY PARK

Date Received: _____ APP. # _____

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 NAME OF EVENT: ASBURY PARK RECORD SHOW

 DATE(S): JUNE 27th Rain Date: _____
 HOURS OF EVENT: From 8AM To: 4PM

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

KENNEDY PARK

 Name of Applicant/Organization: JOE K HOLDFAST RECORDS
 Address: 535 GOLD ST. TOMS RIVER NJ
 Contact: JOE K Phone: 732-277-7137
 Fax: _____ Email: Joeholdfast@GMAIL.COM
 Non-Profit? Yes _____ No ☒ Tax Exempt ID Number: _____
If yes, please provide non-profit certificate

 DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: Vendors selling RECORDS, CASSETTES, AND MUSIC MEMORIBLIA

*On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. **NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.***

OVER

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMITYes _____ No X If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 125ADMISSION CHARGE? YES _____ NO X IF YES, HOW MUCH _____VENDOR CHARGE? YES X NO _____ IF YES, HOW MUCH \$60WILL YOU REQUIRE A STREET CLOSING? YES _____ NO X Please Give Details: _____

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOSAL OF TRASH AND DEBRIS: WILL HAVE A CLEAN UP CREW

AFTER EVENT, NO GARBAGE OTHER THAN NORMAL EXPECTED.

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

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

*All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of Fire Prevention.

*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 10 days prior to the date of the event.

*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 10 business days in advance of the event date.

*If the event insurance policy and all fees are not submitted to the City 10 days prior to the event, the City reserves the right to cancel the event.

Signature of Applicant

Date

4/23/21JOE KOVAKOS

Print Name of Applicant

For Special Events Office Use only:

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

ASBURY PARK SPECIAL EVENT FEE SCHEDULE- Revised December 28, 2016

Fees associated with Special Event Applications as stated in Special Events resolution # 2016-55:

Application Fee: (non refundable)

\$50.00 for non-profits

\$250.00 for all other organizations or groups

\$1,000 for events over 2,000

\$5,000 for events over 15,000

Maintenance Personnel and Equipment fees:

Putting up barricades- 1 man, 1 hour \$50.00

Picking up barricades- 1 man, 1 hour \$50.00

SPECIAL EVENTS PERMIT APPLICATION



Date Received: _____ APP. # _____

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

NAME OF EVENT: Asbury Park Concert Band Concerts / Sponsored by the Asbury Park Music Foundation
 Thursdays:
 DATE(S): July 1, 8, 15, 22, 29 + Aug. 5, 12, 19, 26 Rain Date: _____
 HOURS OF EVENT: From 7:00 pm To: 8:45 pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Bradley Park

Name of Applicant/Organization: Asbury Park Concert Band
 Address: 92 East End Ave Shrewsbury, NJ 07702
 Contact: John Luckenbill Phone: 732-530-7817 (cell) 732-492-1177
 Fax: 732-741-6326 Email: JLuckenbill@aol.com
 Non-Profit? Yes ☒ No _____ Tax Exempt ID Number: 45-2675974 (Asbury Park Music Foundation)
 If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: The Asbury Park Concert Band will be performing Thursday nights concerts for the 76th year. The group will be social distancing when performing.

On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. **NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.**

OVER

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMITYes _____ No ☒ If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 100ADMISSION CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____VENDOR CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES _____ NO ☒ Please Give Details: _____PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: n/aDESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: n/aNOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

*All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of Fire Prevention.

*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 10 days prior to the date of the event.

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*If the event insurance policy and all fees are not submitted to the City 10 days prior to the event, the City reserves the right to cancel the event.

John W. Luckenbill
Signature of ApplicantMay 4, 2021
DateJohn W. Luckenbill
Print Name of Applicant

For Special Events Office Use only:

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

SPECIAL EVENTS PERMIT APPLICATION



ASBURY PARK

Date Received: _____
APP. # _____

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

NAME OF EVENT: WEDDING RECEPTION in KENNEDY PARK / CROSS + ORANGE

DATE(S): 6/26 Rain Date: _____

HOURS OF EVENT: From 5 To: 10

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

KENNEDY PARK

Name of Applicant/Organization: CROSS + ORANGE

Address: 508 COOKMAN AVE

Contact: BOB FAHEY Phone: 201-403-1082

Fax: _____ Email: BOBFAHEY511@GMAIL.COM

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

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: _____

PRIVATE WEDDING RECEPTION

On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.

OVER

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes _____ No ☒ If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 100ADMISSION CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____VENDOR CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES _____ NO ☒ Please Give Details: _____

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOSAL OF TRASH AND DEBRIS: WE WILL FENCE IN PERIMETER OF PARK FOR GUESTS ONLY. WE WILL HAVE APPD ON PATROL FOR EVENT

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: 1 APPD OFFICER

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

*All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of Fire Prevention.

*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 10 days prior to the date of the event.

*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 10 business days in advance of the event date.

*If the event insurance policy and all fees are not submitted to the City 10 days prior to the event, the City reserves the right to cancel the event.

RFerry
Signature of Applicant

6-26-4-21-21
Date

Robert Ferry
Print Name of Applicant

For Special Events Office Use only:

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

City of Asbury Park Wedding Application

1 Municipal Plaza Asbury Park, NJ 07712 (732)502-5759 or (732) 502-5749 Fax (732)775-1483

Wedding Application Fee: \$100.00 (nonrefundable)

Park/Beach Fee: \$250.00 (nonrefundable)

Checks or money orders should be made payable to the City of Asbury Park

Between Memorial Day and Labor Day weddings can only held no earlier than 6pm on any beach.

Wedding Date: May 22, 2021 Ceremony start time: 4:30 pm

Setup time: 3 pm (Breakdown time must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: 6th Ave Beach (just north of convention hall)

Names of Couple getting married: David Kahler and Ava Rimal

Address: 1507 Sewall Ave City, State, Zip Code Asbury Park, NJ 07

Day Phone: 253 720 7753 Evening Phone: same

E-mail Address: d.kahler.m@gmail.com

Other Pertinent Information

Number in wedding party: 2 plus officiant

Number of people attending wedding ceremony 25 adults and 5 kids

Will any of the following equipment be used:

PA System: X yes no battery operated - no cords

Chairs: X yes no If yes, how many 25

Archway: no yes X no

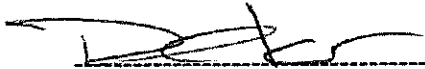
Canopy/tent: no yes X no (if larger than 30x30, a fire permit is required)

Attachment: cm 512 (2021-221 : Special Event Applications)

Other _____

Asbury Park requires minimum liability insurance. The amount of coverage depends upon the size of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park, its agents and employees must be named on the insurance policy as "the additional insured". (If you are a homeowner, some insurance companies allow a one day rider to be added on to your home insurance policy, please check with your individual insurance company. Or a one day insurance policy can be purchased from any insurance company.)

As per City ordinance, alcohol is prohibited on City beaches. Completed applications and payment must be received by the Special Events office at least 45 days prior to wedding date. Insurance policy must be provided to the office 10 days prior to the date of the wedding . I understand and agree by applying for this permit that I am responsible for the conduct of attendees, and that any violation of the rules can result in the cancellation of this event. I also understand that I am responsible for the cleanup of the area in which my event is held. If it becomes necessary for City employees to care for the area, then I am liable for all costs incurred. Lastly I understand that the wedding and park/beach rental fee are non refundable. ____



Signature of Applicant

5/3/21

Date

For Special Events Department Use:

Wedding fee paid:\$ _____

Date of payment _____

Insurance _____

Attachment: cm 512 (2021-221 : Special Event Applications)

City of Asbury Park Wedding Application

1 Municipal Plaza Asbury Park, NJ 07712 (732)502-5759 or (732) 502-5749 Fax (732)775-1483

Wedding Application Fee: \$100.00 (nonrefundable)

Park/Beach Fee: \$250.00 (nonrefundable)

Checks or money orders should be made payable to the City of Asbury Park

Between Memorial Day and Labor Day weddings can only held no earlier than 6pm on any beach.

Wedding Date: June 19, 2021 Ceremony start time: 12pm

Setup time: N/A (Breakdown time must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: Sunset Memorial Park

Names of Couple getting married: Walter Matejovic and Caroline Anderson

Address: 305 E. 40th St Apt 19B City, State, Zip Code New York NY 10016

Day Phone: 646-732-4420 Evening Phone: 646 732 4420 (Cell)

E-mail Address: Canderson411@gmail.com

Other Pertinent Information

Number in wedding party: 0

Number of people attending wedding ceremony 40

Will any of the following equipment be used:

PA System: yes no

Chairs: yes no If yes, how many

Archway: yes no

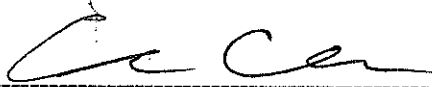
Canopy/tent: yes no (if larger than 30x30, a fire permit is required)

Attachment: cm 512 (2021-221 : Special Event Applications)

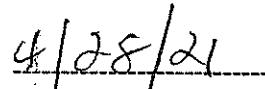
Other _____

Asbury Park requires minimum liability insurance. The amount of coverage depends upon the size of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park, its agents and employees must be named on the insurance policy as "the additional insured". (If you are a homeowner, some insurance companies allow a one day rider to be added on to your home insurance policy, please check with your individual insurance company. Or a one day insurance policy can be purchased from any insurance company.)

As per City ordinance, alcohol is prohibited on City beaches. Completed applications and payment must be received by the Special Events office at least 45 days prior to wedding date. Insurance policy must be provided to the office 10 days prior to the date of the wedding. I understand and agree by applying for this permit that I am responsible for the conduct of attendees, and that any violation of the rules can result in the cancellation of this event. I also understand that I am responsible for the cleanup of the area in which my event is held. If it becomes necessary for City employees to care for the area, then I am liable for all costs incurred. Lastly I understand that the wedding and park/beach rental fee are non refundable.



 Signature of Applicant



 Date

For Special Events Department Use:

Wedding fee paid:\$ _____

Date of payment _____

Insurance _____

Attachment: cm 512 (2021-221 : Special Event Applications)

City of Asbury Park Wedding Application

1 Municipal Plaza Asbury Park, NJ 07712 (732) 502-5759 or (732) 502-5749 Fax (732) 775-1483

Wedding Application Fee: \$100.00 (nonrefundable)

Park/Beach Fee: \$250.00 (nonrefundable)

Checks or money orders should be made payable to the City of Asbury Park

Between Memorial Day and Labor Day weddings can only held no earlier than 6pm on any beach.

Wedding Date: 8/23/21 Ceremony start time: 6:30pm

Setup time: 6:00pm (Breakdown time must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: 5th Ave. Beach

Names of Couple getting married: Steven Mattison Laura Below

Address: 207 Lindsey Dr. City, State, Zip Code Hackettstown NJ 07840

Day Phone: 973-951-9790 Evening Phone: same

E-mail Address: bigolbug@gmail.com

Other Pertinent Information

Number in wedding party: 4

Number of people attending wedding ceremony 26

Will any of the following equipment be used:

PA System: yes ☒ no

Chairs: ☒ yes no If yes, how many 30

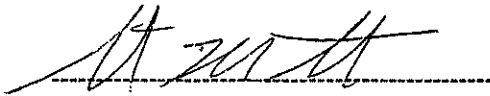
Archway: yes ☒ no

Canopy/tent: yes ☒ no (If larger than 30x30, a fire permit is required)

Other _____

Asbury Park requires minimum liability insurance. The amount of coverage depends upon the size of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park, its agents and employees must be named on the insurance policy as "the additional insured". (If you are a homeowner, some insurance companies allow a one day rider to be added on to your home insurance policy, please check with your individual insurance company. Or a one day insurance policy can be purchased from any insurance company.)

As per City ordinance, alcohol is prohibited on City beaches. Completed applications and payment must be received by the Special Events office at least 45 days prior to wedding date. Insurance policy must be provided to the office 10 days prior to the date of the wedding . I understand and agree by applying for this permit that I am responsible for the conduct of attendees, and that any violation of the rules can result in the cancellation of this event. I also understand that I am responsible for the cleanup of the area in which my event is held. If it becomes necessary for City employees to care for the area, then I am liable for all costs incurred. Lastly I understand that the wedding and park/beach rental fee are non refundable.



Signature of Applicant

4/22/21

Date

For Special Events Department Use:

Wedding fee paid:\$ _____

Date of payment _____

Insurance _____

Temporary Budget Amendment #7

	From	To
Current Fund:		
Administration SW	100,000.00	125,000.00
Administration OE	99,855.00	150,000.00
Central Functions	13,781.00	20,000.00
Clerk SW	70,000.00	100,000.00
Clerk OE	35,000.00	45,000.00
Finance SW	175,000.00	225,000.00
Finance OE	130,000.00	175,000.00
Data Processing SW	45,000.00	55,000.00
Data Processing OE	140,000.00	150,000.00
Tax SW	78,199.00	100,000.00
Assessor SW	55,388.00	65,000.00
Assessor OE	40,000.00	60,000.00
Communications SW	35,000.00	45,000.00
Communications OE	11,419.00	15,000.00
Cable TV SW	7,500.00	11,000.00
Engineering	43,313.00	75,000.00
Planning SW	100,000.00	125,000.00
Planning OE	25,000.00	50,000.00
Planning Board OE	4,462.00	7,500.00
Zoning Board OE	4,462.00	7,500.00
Code Enforcement SW	112,958.00	150,000.00
Construction SW	200,000.00	250,000.00
Liability Insurance	463,563.00	650,000.00
Workers Compensation	625,000.00	750,000.00
Group Insurance	2,338,250.00	2,650,000.00
Police OE	175,000.00	225,000.00
Fire OE	175,000.00	225,000.00
Fire Hydrant	55,125.00	100,000.00
Prosecutor	16,275.00	30,000.00
Streets & Roads SW	600,000.00	750,000.00
Streets & Roads OE	260,000.00	325,000.00
Solid Waste SW	60,000.00	75,000.00
Buildings & Grounds SW	138,000.00	155,000.00
Buildings & Grounds OE	65,000.00	75,000.00
Social Services SW	55,000.00	75,000.00
Senior Center SW	47,250.00	60,000.00
Library	250,000.00	300,000.00
Street Lighting	82,688.00	125,000.00
Telephone	35,000.00	65,000.00
Gasoline	75,000.00	125,000.00
Social Security	225,000.00	300,000.00
Public Defender	10,500.00	25,000.00
Beach		
OE	140,000.00	225,000.00
Sewer		
OE	375,000.00	500,000.00



Monmouth County Park System

Providing Open Space, Parks, and Recreation

805 Newman Springs Road, Lincroft, NJ 07738-1695 • 732-842-4000
monmouthcountyparks.com

Board of Recreation Commissioners

Kevin Mandeville,
Chairman
Michael G. Harmon,
Vice Chairman
Thomas E. Hennessy, Jr.
David W. Horsnall
Mark E. Zelina
Patricia M. Butch
Thomas W. Adcock
Anthony Fiore
Lori Ann Davidson
James J. Truncer,
Secretary-Director
Ross F. Licitra,
County Commissioner-Liaison

April 29, 2021

Ms. Donna Vieiro, Administrator
City of Asbury Park
1 Municipal Plaza
Asbury Park, NJ 07712

**RE: MUNICIPAL OPEN SPACE GRANT PROGRAM – APPLICATION #20-25
SUNSET LAKE AND SPRINGWOOD PARK IMPROVEMENTS –
CITY OF ASBURY PARK**

Dear Ms. Vieiro:

Congratulations on the grant award for the Sunset Lake and Springwood Avenue Improvements project. As you know, this project has been selected to receive \$250,000 in funding through the Monmouth County Municipal Open Space Grant Program.

Program guidelines require Asbury Park to conduct a Preliminary Assessment and Site Inspection (PASI) for the properties identified in the grant application package. The purpose of the assessment is to identify and remedy any existing on-site contamination that may pose a potential health risk to users of the property. Enclosed are instructions for completing the PASI. **The PASI must be completed before the County will execute the grant agreement. This office has a copy of the PASI report on-file from the previous phases of work at Springwood Avenue Park. A partial waiver to the PASI requirement can be requested for Springwood Avenue Park. Please note that a PASI will be required for the entire park area identified as Sunset Avenue Park.**

Two copies of the Municipal Open Space Program Grant Agreement are also enclosed. Please review and familiarize yourself with the content of this document including Exhibit 1 that describes the scope of the funded project. ***Failure to complete the project as described in the grant agreement may result in the withholding of some or all of the grant award – any proposed changes must be approved by the County in advance – major changes in the scope will not be permitted.*** Please advise this office if any changes to Exhibit 1 are recommended prior to execution.

Program guidelines require that the Grant Agreement be executed within 6 months of the application selection date. Therefore, ***the deadline for completing the Grant Agreement is June 30, 2021.*** Both copies of the agreement should be signed by municipal officials and returned to this office at least two weeks before the deadline. Upon execution by the County, a signed copy will be returned to you for your records along with detailed instructions on seeking reimbursement when the project is completed.

Any questions and correspondence about completing the PASI or the Grant Agreement should be addressed to the Monmouth County Park System, Acquisition and Design Office, Attn: Municipal Open Space Grant Program, 805 Newman Springs Road, Lincroft, NJ 07738 or by telephone at 732-842-4000, Ext. 4472.

Sincerely,

Paul Gleitz, P.P., AICP
Principal Park Planner
Program Director

enc.

pc: Clerk

**The County of Monmouth
Municipal Open Space Program
Grant Agreement**

BETWEEN the City of Asbury Park, having official offices at, 1 Municipal Plaza, Asbury Park, NJ 07712, hereinafter "Grantee," and the Monmouth County Board of County Commissioners, Hall of Records Annex, One East Main Street, P.O. Box 1255, Freehold, New Jersey 07728, hereinafter "County."

This Agreement was entered into by the Monmouth County Board of County Commissioners on:

Date: _____

WITNESSETH:

WHEREAS, Grantee has made application to the County for financial assistance under the Municipal Open Space Program hereinafter "Program"; and

WHEREAS, the County has reviewed said application and has found it to be in conformance with the scope and intent of the Program and has approved Grantee's request for funding;

NOW, THEREFORE, in consideration of the award of funding, and in accordance with the application heretofore filed, the County and Grantee agree to perform in accordance with the terms and conditions set forth in this agreement.

1. The Grantee agrees to perform Sunset Lake Park and Springwood Avenue Park Improvements project in the manner set forth in this agreement and Exhibit 1 – Approved Project Description for the consideration stated herein.
2. The period of performance under this Agreement is specified as thirty months from the project selection, for which period, funds are available and allotted. There shall be no obligation on the part of the County to renew or extend this time period.
3. The amount of the award to be provided by the County under this subcontract is \$250,000. The County award is based upon the Grantee's application #20-25 to the County for financial assistance dated September 19, 2020 and as supplemented. In the event that the anticipated amount of the Grantee's contribution as provided for in the Program Grant Application decreases, then the County's obligation to provide the award set forth in this paragraph shall be void by the County and at the County's option.
4. The Grantee agrees to provide all funds necessary for completion of the Approved Project (Exhibit 1) and to complete the Approved Project in accordance with this Agreement and the conditions, specifications, plans, estimates, project proposals and maps submitted to the County and incorporated herein by reference.
5. Program funds shall be dispersed on a reimbursement basis after the satisfactory completion of the project.

6. Grantee agrees that any Program funds received from the County shall be used only for the purposes described herein.
7. Costs eligible for assistance shall be limited to those eligible costs listed in the Policy and Procedures Manual for the Program. The County award of funding specifically does not include financial assistance for any soft costs, including but not limited to, any costs for title searches, title insurance, surveys, attorney fees, recording fees, and real estate taxes.
8. The Grantee shall furnish and deliver all necessary documentation within the timeframe and in the manner requested by the County and shall grant County personnel and any authorized representatives of the County reasonable access to all records related to the Approved Project.
9. Grantee shall maintain and preserve all land and improvements described herein and provide such police protection as may be necessary.
10. Grantee shall execute and donate to the County of Monmouth at no charge a Deed of Open Space Easement, pursuant to P.L. 1979, c.378 (C) 13:8B-1 et seq. on any land to be (acquired/developed) using funds received from the Monmouth County Open Space and Farmland Preservation, Recreation and Conservation and Historic Preservation Trust Fund (N.J.S.A. 40:14-19(d)(5)), which easement shall include the following language.
 - a. It is the purpose of this Easement to guarantee that the Property will be retained forever for public park, recreation and open space uses and to prevent any use of the Property that will significantly impair or interfere with the park and open space values of the Property.
 - b. The property shall be held in trust in perpetuity and used exclusively for the purposes authorized by the Open Space and Farmland Preservation, Recreation and Conservation and Historic Preservation Act, as may be amended from time to time (N.J.S.A. 40:12-15.6b).
 - c. The City of Asbury Park agrees to make and keep the open space accessible to the public, unless the municipality and County determines that public accessibility would be detrimental to the lands, waters or improvements thereon, or to any natural resources associated therewith (N.J.S.A. 40:12-15.6d(3)).
 - d. The City of Asbury Park agrees not to lease, sell, exchange or donate the property described herein which is being acquired pursuant to P.L. 1997 c. 24, NJSA 40:12-15.6(A) except upon approval of the Monmouth County Board of County Commissioners and upon such conditions as the Monmouth County Board of County Commissioners may establish (N.J.S.A. 40:12-15.6d(4)), including but not limited to replacement with land of no less or greater utility, acreage, and value.
11. Grantee shall provide a copy of the deed of record to the Program Administrator in care of the Monmouth County Park System for recordkeeping purposes.

12. Grantee shall display a sign on the property reflecting the use of County Open Space funds for purchase of or improvement to the property, which sign shall be provided by the Program Administrator.
13. Grantee shall cause the funded property to be listed on the Municipal Recreation and Open Space Inventory at the time it is filed with the New Jersey Green Acres Program or its successor.
14. Grantee shall provide access to the facility/property for County staff to conduct an annual inspection.
15. No official or employee of the Grantee who is authorized in his/her official capacity to negotiate, make, accept or approve, or take part in such decisions regarding a contract or subcontract in connection with the Approved Project shall have any financial or other personal interest in any such contract or subcontract.
16. In the event Grantee does not perform any of the services, obligations, or responsibilities provided for under this Agreement, or in the event that the services do not attain the objectives set forth in the initial application or this agreement to the sole satisfaction of the County, then the County may withhold all, or a portion of, any payment to be made under this agreement, and in addition, may declare this subcontract null and void. In the event of termination, the County shall have no further liability to the Grantee and in no event will the County be liable to pay for services not actually rendered.
17. The County will provide a Program Administrator for the program that will advise the Grantee in performance of the required services. Contact:

Monmouth County Park System
 Attn: Acquisition & Design Department
 805 Newman Springs Road
 Lincroft, NJ 07728-1695
 732-842-4000

18. The Grantee, at the request of the County, may be required to prepare a progress report and submit to the County within 30 calendar days after the date requested. The report shall include a narrative description of the status of the Approved Project and the date on which the Approved Project will be completed.
19. The Grantee now complies with all applicable State and Federal Laws in connection with its business and activities related to the services to be provided including, without limitation, any applicable Federal or State Civil Rights Law, order or regulation.
20. The execution of this Agreement has been authorized by the Grantee's governing body and the Monmouth County Board of County Commissioners.
21. The Grantee shall indemnify and hold the County of Monmouth harmless from any and all loss, damages, suits, penalties, expenses, including but not limited to reasonable investigation and legal expenses, arising out of the operation of the

program, or arising out of, or under this Agreement. The Grantee further agrees to indemnify the County of Monmouth from suits or actions of every nature or description brought against it, or damages received or sustained by any party or parties, by or from any of the acts of the Grantee or of the Grantee's, Director's employees, agents or volunteers.

22. The Grantee shall procure and maintain at its own expense, liability insurance for any personal injury or property damage to be reviewed and accepted by the County of Monmouth caused by the Grantee in its normal and usual course of business. The Grantee expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit the Grantee's obligations assumed in this Agreement and shall not be construed to relieve the Grantee from liability in excess of such coverage.

IN WITNESS WHEREOF, the parties have executed this contract as of the day and year first above written.

ATTEST/SEAL

Monmouth County Board of County Commissioners

BY _____

Date _____

Freeholder Director

ATTEST/SEAL

For the GRANTEE:

BY _____

Date _____

(Typed Name)

(Title)

Exhibit 1: Approved Project Description

Application #: 20-22

Grantee: City of Asbury Park

Address: 1 Municipal Plaza, Asbury Park, NJ 07712

Phone: (732) 502-5755

E-mail: donna.vieiro@cityofasburypark.com

Contact Person: Donna Vieiro, Administrator

Project Name: Sunset Lake Park and Springwood Park Improvements

Project Location(s):

Sunset Lake Park – between Main Street and Bond Street –

Block 2905, Lot 1; Block 2906, Lot 1; Block 3501, Lot 1; Block 3502, Lot 1;

Block 4101, Lot 1

Springwood Avenue Park – 126 Atkins Avenue – Block 1201, lot 1.01

Type of Application: Development

Grant Award: \$250,000

Project Period: Thirty months from the project selection by the Board of County Commissioners, this date being June 13, 2023.

Project Scope: Sunset Lake Park – 14 light fixtures, poles, and foundations; twenty landscape lighting units; electrical work for lighting; site grading; top soil; concrete sidewalk; concrete paver circular walkway; 18” high circular block wall; and fertilizer and seed.

Springwood Avenue Park – shade covering for existing stage area.

Project Conditions: County grant funds are payable on a reimbursable basis. The final award shall not exceed the above grant amount or 75% of the actual eligible project costs, whichever is less.

**The County of Monmouth
Municipal Open Space Program
Grant Agreement**

BETWEEN the City of Asbury Park, having official offices at, 1 Municipal Plaza, Asbury Park, NJ 07712, hereinafter "Grantee," and the Monmouth County Board of County Commissioners, Hall of Records Annex, One East Main Street, P.O. Box 1255, Freehold, New Jersey 07728, hereinafter "County."

This Agreement was entered into by the Monmouth County Board of County Commissioners on:

Date: _____

WITNESSETH:

WHEREAS, Grantee has made application to the County for financial assistance under the Municipal Open Space Program hereinafter "Program"; and

WHEREAS, the County has reviewed said application and has found it to be in conformance with the scope and intent of the Program and has approved Grantee's request for funding;

NOW, THEREFORE, in consideration of the award of funding, and in accordance with the application heretofore filed, the County and Grantee agree to perform in accordance with the terms and conditions set forth in this agreement.

1. The Grantee agrees to perform Sunset Lake Park and Springwood Avenue Park Improvements project in the manner set forth in this agreement and Exhibit 1 – Approved Project Description for the consideration stated herein.
2. The period of performance under this Agreement is specified as thirty months from the project selection, for which period, funds are available and allotted. There shall be no obligation on the part of the County to renew or extend this time period.
3. The amount of the award to be provided by the County under this subcontract is \$250,000. The County award is based upon the Grantee's application #20-25 to the County for financial assistance dated September 19, 2020 and as supplemented. In the event that the anticipated amount of the Grantee's contribution as provided for in the Program Grant Application decreases, then the County's obligation to provide the award set forth in this paragraph shall be void by the County and at the County's option.
4. The Grantee agrees to provide all funds necessary for completion of the Approved Project (Exhibit 1) and to complete the Approved Project in accordance with this Agreement and the conditions, specifications, plans, estimates, project proposals and maps submitted to the County and incorporated herein by reference.
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6. Grantee agrees that any Program funds received from the County shall be used only for the purposes described herein.
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10. Grantee shall execute and donate to the County of Monmouth at no charge a Deed of Open Space Easement, pursuant to P.L. 1979, c.378 (C) 13:8B-1 et seq. on any land to be (acquired/developed) using funds received from the Monmouth County Open Space and Farmland Preservation, Recreation and Conservation and Historic Preservation Trust Fund (N.J.S.A. 40:14-19(d)(5)).which easement shall include the following language.
 - a. It is the purpose of this Easement to guarantee that the Property will be retained forever for public park, recreation and open space uses and to prevent any use of the Property that will significantly impair or interfere with the park and open space values of the Property.
 - b. The property shall be held in trust in perpetuity and used exclusively for the purposes authorized by the Open Space and Farmland Preservation, Recreation and Conservation and Historic Preservation Act, as may be amended from time to time (N.J.S.A. 40:12-15.6b).
 - c. The City of Asbury Park agrees to make and keep the open space accessible to the public, unless the municipality and County determines that public accessibility would be detrimental to the lands, waters or improvements thereon, or to any natural resources associated therewith (N.J.S.A. 40:12-15.6d(3)).
 - d. The City of Asbury Park agrees not to lease, sell, exchange or donate the property described herein which is being acquired pursuant to P.L. 1997 c. 24, NJSA 40:12-15.6(A) except upon approval of the Monmouth County Board of County Commissioners and upon such conditions as the Monmouth County Board of County Commissioners may establish (N.J.S.A. 40:12-15.6d(4)), including but not limited to replacement with land of no less or greater utility , acreage, and value.
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14. Grantee shall provide access to the facility/property for County staff to conduct an annual inspection.
15. No official or employee of the Grantee who is authorized in his/her official capacity to negotiate, make, accept or approve, or take part in such decisions regarding a contract or subcontract in connection with the Approved Project shall have any financial or other personal interest in any such contract or subcontract.
16. In the event Grantee does not perform any of the services, obligations, or responsibilities provided for under this Agreement, or in the event that the services do not attain the objectives set forth in the initial application or this agreement to the sole satisfaction of the County, then the County may withhold all, or a portion of, any payment to be made under this agreement, and in addition, may declare this subcontract null and void. In the event of termination, the County shall have no further liability to the Grantee and in no event will the County be liable to pay for services not actually rendered.
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Monmouth County Park System
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19. The Grantee now complies with all applicable State and Federal Laws in connection with its business and activities related to the services to be provided including, without limitation, any applicable Federal or State Civil Rights Law, order or regulation.
20. The execution of this Agreement has been authorized by the Grantee's governing body and the Monmouth County Board of County Commissioners.
21. The Grantee shall indemnify and hold the County of Monmouth harmless from any and all loss, damages, suits, penalties, expenses, including but not limited to reasonable investigation and legal expenses, arising out of the operation of the

program, or arising out of, or under this Agreement. The Grantee further agrees to indemnify the County of Monmouth from suits or actions of every nature or description brought against it, or damages received or sustained by any party or parties, by or from any of the acts of the Grantee or of the Grantee's, Director's employees, agents or volunteers.

22. The Grantee shall procure and maintain at its own expense, liability insurance for any personal injury or property damage to be reviewed and accepted by the County of Monmouth caused by the Grantee in its normal and usual course of business. The Grantee expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit the Grantee's obligations assumed in this Agreement and shall not be construed to relieve the Grantee from liability in excess of such coverage.

IN WITNESS WHEREOF, the parties have executed this contract as of the day and year first above written.

ATTEST/SEAL

Monmouth County Board of County Commissioners

BY _____

Date _____

Freeholder Director

ATTEST/SEAL

For the GRANTEE:

BY _____

Date _____

(Typed Name)

(Title)

Exhibit 1: Approved Project Description

Application #: 20-22

Grantee: City of Asbury Park

Address: 1 Municipal Plaza, Asbury Park, NJ 07712

Phone: (732) 502-5755

E-mail: donna.vieiro@cityofasburypark.com

Contact Person: Donna Vieiro, Administrator

Project Name: Sunset Lake Park and Springwood Park Improvements

Project Location(s):

Sunset Lake Park – between Main Street and Bond Street –
Block 2905, Lot 1; Block 2906, Lot 1; Block 3501, Lot 1; Block 3502, Lot 1;
Block 4101, Lot 1

Springwood Avenue Park – 126 Atkins Avenue – Block 1201, lot 1.01

Type of Application: Development

Grant Award: \$250,000

Project Period: Thirty months from the project selection by the Board of County Commissioners, this date being June 13, 2023.

Project Scope: Sunset Lake Park – 14 light fixtures, poles, and foundations; twenty landscape lighting units; electrical work for lighting; site grading; top soil; concrete sidewalk; concrete paver circular walkway; 18” high circular block wall; and fertilizer and seed.

Springwood Avenue Park – shade covering for existing stage area.

Project Conditions: County grant funds are payable on a reimbursable basis. The final award shall not exceed the above grant amount or 75% of the actual eligible project costs, whichever is less.

May 6, 2021
09:46 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a

P.O. Type: All Print Alpha, Revenue, & G/L Accounts: Y Open: N Void: N Paid: N
Format: Condensed Held: N Aprv: N Rcvd: N
Range: 0-First to 1-Last Bid: Y State: Y Other: Y Exempt: N
Rcvd Batch Id Range: First to Last Encumbrance Date Range: First to 12/31/21 Include Non-Budgeted: N
Department Page Break: No Subtotal CAFR: Yes Subtotal Department: Yes Subtotal Extd: Yes

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

Fund: CURRENT
Department: FINANCE
Extd: FINANCIAL ADMINISTRATION

0-01-20-130-000-204	FINANCE Outside Services					
ACAFGI	ACACIA FINANCIAL GROUP, INC.	21-01200	General Consulting	925.00	0.00	
	Extd Total: FINANCIAL ADMINISTRATION			925.00		
	Department Total: FINANCE			925.00		
	CAFR Total:			925.00		

Department: PLANNING BOARD
Extd: PLANNING BOARD

0-01-21-180-000-201	PLANNING BOARD General Plant					
JACSER	JACK A. SERPICO	21-01081	Jack Serpico -March 2021 PB	2,037.50	0.00	
	Extd Total: PLANNING BOARD			2,037.50		
	Department Total: PLANNING BOARD			2,037.50		
	CAFR Total:			2,037.50		

Department: POLICE
Extd: POLICE DEPARTMENT

0-01-25-240-000-201	POLICE General Plant					
LEADI005	L.E.A.D. INC.	20-02589	Lead Instructor Registration	25.85	0.00	
LANASO	LANIGAN ASSOCIATES. INC.	20-02995	LT. BADGES & HAT BADGES	264.00	0.00	
LANASO	LANIGAN ASSOCIATES. INC.	20-03443	(1) 10K Gold Filled Wallet	1,190.00	0.00	
STATOX	STATE TOXICOLOGY LABORATORY	21-01220	Applicant Analysis Dec 2020	630.00	0.00	
				<u>2,109.85</u>		

0-01-25-240-000-207	POLICE Clothing Allowance					
LANASO	LANIGAN ASSOCIATES. INC.	20-02402	Officer Alex Parisi and Hand	3,000.00	0.00	
LANASO	LANIGAN ASSOCIATES. INC.	20-03451	Police Uniforms SLEO	4,500.00	0.00	
				<u>7,500.00</u>		

0-01-25-240-000-221	POLICE Ammunition					
EAGPOI	EAGLE POINT GUN	20-01228	Ammunition Quote	9,560.00	0.00	
EAGPOI	EAGLE POINT GUN	20-02107	2000 rounds of duty rifle	2,460.90	0.00	
				<u>12,020.90</u>		

Extd Total: POLICE DEPARTMENT	21,630.75
Department Total: POLICE	21,630.75

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: FIRE DEPT.						
Extd: FIRE DEPARTMENT						
0-01-25-265-000-201	FIRE DEPT. General Plant					
JERCOA	JERSEY COAST FIRE EQUIPMENT	20-03293	Hydrotest bottles	50.00	0.00	
0-01-25-265-000-203	FIRE DEPT. Motor Vehicle					
GPCNA091	GPC-NAPA AUTO PARTS	20-03300	Motor Oil-FD	649.99	0.00	
0-01-25-265-000-206	FIRE DEPT. Purchase of Equipment					
MINCLE	MINERVA CLEANERS	20-02013	Blanket PO-Turnout Gear Repair	1,087.75	0.00	B
Extd Total: FIRE DEPARTMENT				1,787.74		
Department Total: FIRE DEPT.				1,787.74		
CAFR Total:				23,418.49		
Department: STREETS & ROAD						
Extd: STREETS & ROADS MAINTENANCE						
0-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
FOSCOM	FOSTER & COMPANY, INC.	21-01066	#904196 Abrasives 3/10/2020	197.38	0.00	
CENTJER	CENTRAL JERSEY EQUIPMENT, LLC	21-01067	Muffler, Gasket & Freight	219.53	0.00	
				416.91		
0-01-26-290-000-235	STREETS & ROAD Shade Tree Commission					
CICFAR	CICCONI FARMS, INC.	21-01122	Invoice 5695 Hibiscus 10/17/20	551.00	0.00	
Extd Total: STREETS & ROADS MAINTENANCE				967.91		
Department Total: STREETS & ROAD				967.91		
Department: SOLID WASTE						
Extd: SOLID WASTE COLLECTION						
0-01-26-305-000-209	SOLID WASTE Fees					
MASREC	MAZZA RECYCLING SERVICES, LTD.	21-00129	INV #315846 DECEMBER 2020	9,482.67	0.00	
Extd Total: SOLID WASTE COLLECTION				9,482.67		
Department Total: SOLID WASTE				9,482.67		
CAFR Total:				10,450.58		
Department: DEFERRED CHGS						
0-01-46-870-880-297	P/Y BILLS					
ERINEM	ERIC J. NEMETH, P.C.	20-01825	Invoice 20678 Legal Fees	3,782.25	0.00	
ERINEM	ERIC J. NEMETH, P.C.	20-01826	Invoice 20681 Legal Fees	11,855.10	0.00	
				15,637.35		
Extd Total:				15,637.35		
Department Total: DEFERRED CHGS				15,637.35		
CAFR Total:				15,637.35		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
CAFR:	CURRENT FUND NON BUDGET ACCTS:					
Department:	TAXES PAYABLE:					
Extd:	TAXES PAYABLE:					
0-01-55-001-000-010	REFUND OF PERMIT,LICENSE FEES					
BEXHE005 BEXHET REXHA	20-02038 REF:PLUMB:2020-0313/2020-0282			200.00	0.00	
	Extd Total: TAXES PAYABLE:			200.00		
	Department Total: TAXES PAYABLE:			200.00		
	CAFR Total: CURRENT FUND NON BUDGET ACCTS:			200.00		
	Fund Total: CURRENT			52,668.92		
Fund:	BEACH					
Department:	UTILITY OE					
Extd:	BEACH UTILITY O/E: OTHER EXPENSES:					
0-05-55-502-000-201	BEACH UTILITY O/E: General Plant					
ACTIO005 ACTION YAMAHA	20-01525 Service, Supplies and Parts			574.16	0.00	B
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			574.16		
	Department Total: UTILITY OE			574.16		
	CAFR Total:			574.16		
	Fund Total: BEACH			574.16		
	Year Total:			53,243.08		
Fund:	CURRENT					
Department:	ADMINISTRATION					
Extd:	ADMINISTRATION					
1-01-20-100-000-201	ADMINISTRATION General Plant					
GEECHA GEESE CHASERS, LLC	21-00825 2ND QTR 2021 CLEARING AND			1,079.00	0.00	B
GEECHA GEESE CHASERS, LLC	21-00831 2ND QTR 2021 CLEARING AND			649.50	0.00	B
DONNA005 DONNA VIEIRO	21-01063 Reimbursement-picture frames			284.16	0.00	
				2,012.66		
1-01-20-100-000-209	ADMINISTRATION Professional Services					
KYLEM005 KYLE MCMANUS ASSOCIATES LLC	21-00304 2021 SERVICES RENDERED BLANKET			923.00	0.00	B
	Extd Total: ADMINISTRATION			2,935.66		
	Department Total: ADMINISTRATION			2,935.66		
Department:	MUNIC CLERK					
Extd:	MUNICIPAL CLERK					
1-01-20-120-000-217	MUNICIPAL CLERK Ads&Promotion					
ASBPAK ASBURY PARK PRESS	21-01064 ORDINANCE 2021-15			51.20	0.00	
THECOA THE NEW COASTER, LLC	21-01144 INV#57055 ORD. 2021-15 4/15/21			25.23	0.00	
ASBPAK ASBURY PARK PRESS	21-01162 ORD. 2021-14,9,13,12,16 & 17			321.60	0.00	
ASBPAK ASBURY PARK PRESS	21-01246 #4705352 MEETING NOTICE 4/26			13.50	0.00	
				411.53		
1-01-20-120-000-292	MUNIC CLERK Elections					
OURLAD OUR LADY OF MT.CARMEL CHURCH	21-01166 Special Election Poll Location			100.00	0.00	

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1-01-20-120-000-292	MUNIC CLERK Elections		Continued			
ASBBOA	ASBURY PARK BOARD OF EDUCATION	21-01167	Special Election Poll Location	100.00	0.00	
ASBTOW	ASBURY TOWERS	21-01168	Special Election Poll Location	100.00	0.00	
SECBAP	SECOND BAPTIST CHURCH	21-01169	Special Election Poll Location	100.00	0.00	
DONNA010	DONNA BENSON	21-01179	4/20/21 Election Board Worker	200.00	0.00	
JEAND005	JEAN DAY	21-01180	4/20/21 Election Board Worker	200.00	0.00	
HELEN005	HELEN HAYES	21-01181	4/20/21 Election Board Worker	275.00	0.00	
JACQU005	JACQUELINE BAGNER	21-01182	4/20/21 Election Board Worker	200.00	0.00	
PETER005	PETER O'DONNELL	21-01183	4/20/21 Election Board Worker	200.00	0.00	
NORMA005	NORMAN ROBERTSON	21-01244	4/20/21 Election Board Worker	200.00	0.00	
ROBER005	ROBERT WEGNER	21-01247	4/20/21 Election Board Worker	200.00	0.00	
ANNJO005	ANN JORDEN	21-01248	4/20/21 Election Board Worker	200.00	0.00	
SHAYL005	SHAYLA LOVE	21-01249	4/20/21 Election Board Worker	200.00	0.00	
CHARL005	CHARLES MCKINNON	21-01250	4/20/21 Election Board Worker	200.00	0.00	
ROVEN005	ROVENA SANDERS	21-01251	4/20/21 Election Board Worker	225.00	0.00	
PATIE005	PATIENCE CHALMERS	21-01252	4/20/21 Election Board Worker	200.00	0.00	
KAREN005	KAREN DEVERSON	21-01253	4/20/21 Election Board Worker	200.00	0.00	
DIANE005	DIANE SHELTON	21-01254	4/20/21 Election Board Worker	212.50	0.00	
SHIRL005	SHIRLEY SHEPARD	21-01255	4/20/21 Election Board Worker	225.00	0.00	
LINDA005	LINDA DOLMAN	21-01256	4/20/21 Election Board Worker	212.50	0.00	
TONYA005	TONYA HILL	21-01257	4/20/21 Election Board Worker	212.50	0.00	
JAYJU005	JAY JUCKETT	21-01258	4/20/21 Election Board Worker	212.50	0.00	
CONST005	CONSTANCE WEBER	21-01259	4/20/21 Election Board Worker	212.50	0.00	
PATRI005	PATRICIA JACOPINO	21-01260	4/20/21 Election Board Worker	200.00	0.00	
JUANI005	JUANITA JOHNSON	21-01261	4/20/21 Election Board Worker	200.00	0.00	
AUDRA005	AUDRA MOSCONI	21-01264	4/20/21 Election Board Worker	200.00	0.00	
RICHA010	RICHARD ARDOLINO	21-01265	4/20/21 Election Board Worker	200.00	0.00	
STEVE005	STEVEN CLAYTON	21-01266	4/20/21 Election Board Worker	200.00	0.00	
ALBER005	ALBERT ROWLEY	21-01267	4/20/21 Election Board Worker	200.00	0.00	
ROCCO005	ROCCO CASATELLI	21-01268	4/20/21 Election Board Worker	200.00	0.00	
KEIRS005	KEIRSTIN CONYERS	21-01269	4/20/21 Election Board Worker	250.00	0.00	
PROVI005	PROVITA WEBB	21-01270	4/20/21 Election Board Worker	200.00	0.00	
FLORE005	FLORENCE BROWN	21-01271	4/20/21 Election Board Worker	200.00	0.00	
CAROL005	CAROL CHILDS	21-01272	4/20/21 Election Board Worker	200.00	0.00	
MARKN005	MARK NEKHAY	21-01273	4/20/21 Election Board Worker	200.00	0.00	
LAWRE005	LAWRENCE SNIDER	21-01274	4/20/21 Election Board Worker	200.00	0.00	
ALFON005	ALFONSO GRAHAM	21-01275	4/20/21 Election Board Worker	25.00	0.00	
				7,062.50		
	Extd Total: MUNICIPAL CLERK			7,474.03		
	Department Total: MUNIC CLERK			7,474.03		

Department: FINANCE
Extd: FINANCIAL ADMINISTRATION

1-01-20-130-000-202	FINANCE Office Supplies					
WBMASON	W.B.MASON CO., INC.	21-01143	Office Supplies - Finance	506.38	0.00	
1-01-20-130-000-206	FINANCE Copier					
ATLTOM	ATLANTIC TOMORROWS OFFICE	21-01154	CONTRACT#120855 4/1/21-3/31/22	915.07	0.00	
1-01-20-130-000-223	FINANCE Condo Reimbursements					
304OCE	304 OCEAN ARMS CONDO. ASSOC.	21-01223	1st Q. 2021 Condo Reimb.	82.93	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-01-20-130-000-223	FINANCE Condo Reimbursements		Continued			
301SHO	301 SHOREVIEW CONDO. ASSOC. INC	21-01226	1st Q 2021 Condo Reimb.	1,014.37	0.00	
MIRCON	MIRAMAR CONDOMINIUM ASSOC. INC	21-01227	1st Q 2021 Condo Reimb.	140.12	0.00	
MERCON	MERCURY CONDOMINIUM ASSOC.	21-01228	1st Q 2021 Condo Reimb.	332.05	0.00	
700MAT	700 MATTISON CONDOMINIUM	21-01229	1st Q 2021 Condo Reimb.	204.30	0.00	
LAKDRI	LAKE DRIVE COURT CONDO ASSOC.	21-01230	1st Q 2021 Condo Reimb.	974.39	0.00	
PARLAN	PARK LANE CONDOMINIUM ASSOC.	21-01231	1st Q 2021 Condo Reimb.	85.15	0.00	
				<u>2,833.31</u>		
	Extd Total: FINANCIAL ADMINISTRATION			4,254.76		
	Department Total: FINANCE			4,254.76		
Department: COMPUTER MIS						
Extd: COMPUTERIZED DATA PROCESSING						
1-01-20-140-000-219	COMPUTER DATA PROC. Equipment					
CDWGOV	CDW GOVERNMENT INC.	21-01035	Q#1C4MQ34 webcam	313.70	0.00	
AMAZO005	AMAZON.COM SERVICES	21-01036	Dual Monitor Stand	29.99	0.00	
				<u>343.69</u>		
	Extd Total: COMPUTERIZED DATA PROCESSING			343.69		
	Department Total: COMPUTER MIS			343.69		
Department: TAX REV ADMIN						
Extd: TAX REVENUE ADMINISTRATION						
1-01-20-145-000-238	TAX REV ADMIN Conventions					
NJLEAMUN	NJ LEAGUE OF MUNICIPALITIES	21-01152	PMARTUSCELLI MINI CONFERENCE	115.00	0.00	
	Extd Total: TAX REVENUE ADMINISTRATION			115.00		
	Department Total: TAX REV ADMIN			115.00		
Department: TAX ASSESSOR						
Extd: TAX ASSESSOR						
1-01-20-150-000-209	TAX ASSESSOR Fees					
MONCOT	MONMOUTH CTY. ASSESSOR'S ASSOC	21-01133	2021 ASSESSOR DUES MIKE DELRE	200.00	0.00	
	Extd Total: TAX ASSESSOR			200.00		
	Department Total: TAX ASSESSOR			200.00		
Department: DIRECTOR OF COMMUNICATIONS						
Extd: DIRECTOR OF COMMUNICATIONS						
1-01-20-151-000-204	DIRECTOR OF COMMUNICATIONS Newsletter					
KINTINC	KINTECH, INC.	21-00811	Fulfilment for Spring Newslett	300.75	0.00	
1-01-20-151-000-299	DIRECTOR OF COMMUN. - Program Fees					
BOOSK005	BOOSKERDOO COFFEE LLC	21-01139	Estimate for 4/26 Coffee Event	26.85	0.00	
	Extd Total: DIRECTOR OF COMMUNICATIONS			327.60		
	Department Total: DIRECTOR OF COMMUNICATIONS			327.60		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: LEGAL SERVICES						
Extd: LEGAL SERVICES						
1-01-20-155-000-209	LEGAL SERVICES Fees					
ARCHGR	ARCHER & GREINER, P.C.	21-00293	2021 SERVICES RENDERED BLANKET	2,358.37	0.00	B
GENBUR	GENOVA BURNS LLC	21-00295	2021 SERVICES RENDERED BLANKET	30,742.66	0.00	B
				33,101.03		
	Extd Total: LEGAL SERVICES			33,101.03		
	Department Total: LEGAL SERVICES			33,101.03		
	CAFR Total:			48,751.77		
Department: GROUP INSUR.						
Extd: EMPLOYEE GROUP INSURANCE						
1-01-23-220-000-209	EMPLOYEE GROUP INSURANCE Fees (IN CAP)					
NJSHBP	NJSHBP	21-01174	HEALTH COVERAGE MAY 2021	477,227.30	0.00	
	Extd Total: EMPLOYEE GROUP INSURANCE			477,227.30		
	Department Total: GROUP INSUR.			477,227.30		
	CAFR Total:			477,227.30		
Department: POLICE						
Extd: POLICE DEPARTMENT						
1-01-25-240-000-201	POLICE General Plant					
TRIFOR	TRI-TECH FORENSICS, INC.	21-00873	Police Tape, Evidence tags, &	552.56	0.00	
GOVINC	GOVERLAN, INC.	21-01219	#Goverlan-11361 ANNUAL MAINTEN	175.00	0.00	
BSAFE005	BSAFE, INC.	21-01224	#1129997 Replaced keypad	350.00	0.00	
				1,077.56		
1-01-25-240-000-203	POLICE Motor Vehicle					
EDWTIR	EDWARDS TIRE CO., INC.	21-00277	Blanket Car Repairs	280.02	0.00	B
SEAFOR	SEA BREEZE FORD INC.	21-00779	Blanket Car Maintenance	156.10	0.00	B
EASAUT	EASTERN AUTOPARTS WAREHOUSE	21-00857	Blanket Car Repairs	386.74	0.00	B
NJMVC	NJ MOTOR VEHICLE COMMISSION	21-01186	Registration 1FMSK8ABXMGB47174	60.00	0.00	
NJMVC	NJ MOTOR VEHICLE COMMISSION	21-01187	Registration 1FMSK8AB8MGB47173	60.00	0.00	
RICAUT	RICH'S AUTO BODY	21-01216	#12051 Towed Car 24	20.00	0.00	
				962.86		
1-01-25-240-000-205	POLICE Animal Control Services					
SPCA	MONMOUTH COUNTY SPCA	21-01004	#2015611 MARCH 2021	4,700.00	0.00	
1-01-25-240-000-216	POLICE Supplies-Compu.					
CDWGOV	CDW GOVERNMENT INC.	21-00894	Q#1C4HJ0N DVD Copy Towers	778.60	0.00	
1-01-25-240-000-218	POLICE Contract.Serv.					
WIRCOM	WIRELESS COMMUNICATIONS &	21-00987	#M59855 APRIL 2021	1,220.00	0.00	
OPTIMUM	OPTIMUM	21-01215	#07866-182313-01-5 4/8 - 5/7	237.93	0.00	
				1,457.93		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-01-25-240-000-221	POLICE Ammunition					
WBMASON	W.B.MASON CO., INC.	21-01018	Firearms Unit Equipment	315.89	0.00	
	Extd Total: POLICE DEPARTMENT			9,292.84		
	Department Total: POLICE			9,292.84		
Department: FIRE DEPT.						
Extd: FIRE DEPARTMENT						
1-01-25-265-000-201	FIRE DEPT. General Plant					
THEHAR	THE HARDWARE STORE	21-00042	Blanket PO not to exceed	39.95	0.00	B
1-01-25-265-000-203	FIRE DEPT. Motor Vehicle					
NJMVC	NJ MOTOR VEHICLE COMMISSION	21-01176	REGISTRATION 1F9EB28T9KCST2059	60.00	0.00	
1-01-25-265-000-214	FIRE DEPT. Building Maintenance					
COUCLE	COUNTRY CLEAN, INC	21-00384	Blanket PO Not to Exceed	889.70	0.00	B
1-01-25-265-000-229	FIRE DEPT. Medical Sup.					
HENSCE	HENRY SCHEIN, INC.	21-00083	Blanket PO Not to Exceed	97.71	0.00	B
VERALP	V.E. RALPH & SON, INC.	21-00970	Quote 92181, 92180 EMS Suppl	1,228.84	0.00	
ASBAUT	ASBURY AUTO TOPS, INC.	21-01009	Vinyl Seat Repair-8358	250.00	0.00	
				1,576.55		
	Extd Total: FIRE DEPARTMENT			2,566.20		
Extd: FIRE HYDRANT						
1-01-25-265-266-299	FIRE HYDRANT Misc.					
NJAMER	N.J. AMERICAN WATER CO.	21-01142	#1018-210026567043 1/27-3/23	34,693.76	0.00	
	Extd Total: FIRE HYDRANT			34,693.76		
	Department Total: FIRE DEPT.			37,259.96		
	CAFR Total:			46,552.80		
Department: STREETS & ROAD						
Extd: STREETS & ROADS MAINTENANCE						
1-01-26-290-000-201	STREETS & ROAD General Plant					
THEHAR	THE HARDWARE STORE	21-00627	Miscellaneous Hardware, etc	100.60	0.00	B
STAVOLA	STAVOLA ASPHALT COMPANY, INC.	21-01145	#204721 Hot Mixed Asphalt	148.47	0.00	
STAVOLA	STAVOLA ASPHALT COMPANY, INC.	21-01262	#206639 Hot Mixed Asphalt 4/23	113.11	0.00	
TREDEP	TREASURER-STATE NJ - NJDEP	21-01277	Springwood Ave. PID 285481	9,840.00	0.00	
				10,202.18		
1-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
SEAFOR	SEA BREEZE FORD INC.	21-00314	Automotive Supplies and Tools	142.82	0.00	B
GPCNA091	GPC-NAPA AUTO PARTS	21-00317	Various Supplies, Tools, etc	179.75	0.00	B
EDWTIR	EDWARDS TIRE CO., INC.	21-00318	Supplies, Tools and Service	340.92	0.00	B
LAWPRO	LAWSON PRODUCTS, INC.	21-00405	HYD Accessories, Nuts, etc	380.99	0.00	B
FOSCOM	FOSTER & COMPANY, INC.	21-00412	Automotive Shop Supplies	288.43	0.00	B
NORSWE	NORTHEAST SWEEPERS & RENTALS,	21-00452	Supplies, Tools and Parts	196.70	0.00	B
EASAUT	EASTERN AUTOPARTS WAREHOUSE	21-00560	Automotive Parts, Tools & Svc	507.17	0.00	B

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1-01-26-290-000-203	STREETS & ROAD	Motor Vehicle	Continued			
THEHAR	THE HARDWARE STORE	21-00693	Various Supplies, Tools, etc	15.67	0.00	B
THEHOS	THE HOSE SHOP, INC.	21-00875	Various Hoses, Parts and Tools	181.76	0.00	B
WETIMM	W.E. TIMMERMAN COMPANY, INC.	21-01042	Wiper Arms for Elgin Sweeper	403.04	0.00	
EDWTIR	EDWARDS TIRE CO., INC.	21-01055	New Tires for Truck #22	596.04	0.00	
EASAUT	EASTERN AUTOPARTS WAREHOUSE	21-01164	Automotive Parts, Tools & Svc	421.14	0.00	B
				<u>3,654.43</u>		
1-01-26-290-000-210	STREETS & ROAD	Network Fleet				
VERCONN	VERIZON CONNECT NWF INC.	21-01281	INV#314000013906 4.1.21	61.10	0.00	
VERCONN	VERIZON CONNECT NWF INC.	21-01282	INV#352000018400 5.3.21	321.02	0.00	
				<u>382.12</u>		
1-01-26-290-000-211	STREETS & ROAD	Traffic				
SHEWIL	SHERWIN WILLIAMS	21-00869	Paint Brushes & Covers	125.03	0.00	
1-01-26-290-000-212	STREETS & ROAD	Tools				
GRAING	GRAINGER, INC.	21-01046	Airless Paint Sprayer #21YR65	438.48	0.00	
1-01-26-290-000-215	STREETS & ROAD	Misc. Hardware				
UPTFAS	UP-TITE FASTNERS INC.	21-00134	Various Supplies and Tools	41.00	0.00	B
ATLLOK	ATLANTIC LOCK & SAFE	21-00321	Miscellaneous Hardware, etc	83.50	0.00	B
GRAING	GRAINGER, INC.	21-00400	Miscellaneous Hardware	84.81	0.00	B
AMAZO005	AMAZON.COM SERVICES	21-01136	Impact Security Bit Set	25.12	0.00	
				<u>234.43</u>		
1-01-26-290-000-235	STREETS & ROAD	Shade Tree Commission				
GASFAM	GASKOS FAMILY FARM	21-01012	Plants, Compost Manure & Mulch	349.95	0.00	B
CICFAR	CICCONI FARMS, INC.	21-01013	Perennial and Annual Plants	449.15	0.00	B
				<u>799.10</u>		
		Extd Total: STREETS & ROADS MAINTENANCE		15,835.77		
		Department Total: STREETS & ROAD		15,835.77		
Department: SOLID WASTE						
Extd: SOLID WASTE COLLECTION						
1-01-26-305-000-209	SOLID WASTE	Fees				
MASREC	MAZZA RECYCLING SERVICES, LTD.	21-00668	INV #331217 FEBRUARY 2021	6,372.98	0.00	
DELDEM	DELISA DEMOLITION, INC.	21-00954	Removal of Construction Debris	5,119.10	0.00	B
DELDEM	DELISA DEMOLITION, INC.	21-01053	#207157 Trash Fees 4/1 - 4/15	27,404.85	0.00	
				<u>38,896.93</u>		
1-01-26-305-000-218	SOLID WASTE	Contract.Serv.				
DELDEM	DELISA DEMOLITION, INC.	21-01065	#208010 MAY 2021	44,166.65	0.00	
		Extd Total: SOLID WASTE COLLECTION		83,063.58		
		Department Total: SOLID WASTE		83,063.58		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: BUILDING & GND						
Extd: BUILDINGS & GROUNDS						
1-01-26-310-000-201	BUILDING & GND General Plant					
ROOFM005	ROOF MAINTENANCE SYSTEMS	21-00289	SKYLIGHT AND WALL REPAIRS	6,400.00	0.00	
KEMFLA	KEMPTON FLAG LLC	21-00545	US and POW Flags Plus Shipping	498.16	0.00	
				6,898.16		
1-01-26-310-000-218	BUILDING & GND Contract.Serv.					
AUTBUI	AUTOMATED BUILDING CONTROLS,	21-00122	Proposal to Furnish & Install	1,531.70	0.00	
AUTBUI	AUTOMATED BUILDING CONTROLS,	21-01211	Repair Evaluation #151421	351.00	0.00	
				1,882.70		
	Extd Total: BUILDINGS & GROUNDS			8,780.86		
	Department Total: BUILDING & GND			8,780.86		
	CAFR Total:			107,680.21		
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
1-01-27-350-000-202	SENIOR CENTER Util. and Service Contr.					
OPTIMUM	OPTIMUM	21-01126	#07866-196932-01-7 4/15 - 5/14	8.33	0.00	
1-01-27-350-000-207	SENIOR CENTER Equipment Repair					
AUTBUI	AUTOMATED BUILDING CONTROLS,	21-00420	#15802 HEATING IGNITOR & LABOR	515.66	0.00	
	Extd Total: SENIOR CENTER			523.99		
	Department Total: SENIOR CENTER			523.99		
	CAFR Total:			523.99		
Department: PUBLIC LIBRARY						
Extd: PUBLIC LIBRARY:						
1-01-29-390-000-299	PUBLIC LIBRARY Misc.					
ASBFRE	ASBURY PARK FREE PUBLIC LIBRAR	21-01232	1st Payment of 2021	70,000.00	0.00	
	Extd Total: PUBLIC LIBRARY:			70,000.00		
	Department Total: PUBLIC LIBRARY			70,000.00		
	CAFR Total:			70,000.00		
Department: LIGHTING						
Extd: LIGHT,HEAT,POW						
1-01-31-435-435-299	LIGHT, HEAT & POWER Misc.					
NJNATU	N.J. NATURAL GAS CO.	21-01196	#10-3146-5850-17 3/16-4/14	7,410.70	0.00	
JCPL	JCPL	21-01225	#100 015 397 225 3/25-4/23	7,409.96	0.00	
				14,820.66		
	Extd Total: LIGHT,HEAT,POW			14,820.66		

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Extd:	STREET/TRAFFIC					
1-01-31-435-436-299	STREET&TRAFFIC LIGHTING Misc.					
JCPL JCPL	21-01125 #100 013 520 380 3/19-4/19			17,048.38	0.00	
JCPL JCPL	21-01197 #100 120 89 048 3/24-4/22			559.82	0.00	
JCPL JCPL	21-01225 #100 015 397 225 3/25-4/23			<u>5,437.61</u>	0.00	
				23,045.81		
	Extd Total: STREET/TRAFFIC			23,045.81		
	Department Total: LIGHTING			37,866.47		
Department: TELEPHONE						
Extd:	TELEPHONE					
1-01-31-440-000-299	TELEPHONE Misc.					
ATLLC AT&T MOBILITY LLC	21-01157 #287284936037 3/12 - 4/11			719.72	0.00	
ATLLC AT&T MOBILITY LLC	21-01212 #287284651437 3/12-4/11			<u>2,279.63</u>	0.00	
				2,999.35		
	Extd Total: TELEPHONE			2,999.35		
	Department Total: TELEPHONE			2,999.35		
Department: GASOLINE						
Extd:	GASOLINE					
1-01-31-460-000-299	GASOLINE Misc.					
GRIALLI GRIFFITH-ALLIED TRUCKING, LLC	21-00311 Sulfur Diesel Fuel, Delivered			2,557.62	0.00	B
	Extd Total: GASOLINE			2,557.62		
	Department Total: GASOLINE			2,557.62		
	CAFR Total:			43,423.44		
Department: INTERLOCALS - COUNTY 911/DISPATCH SERV.						
Extd:	INTERLOCALS - COUNTY 911/DISPATCH SERV.					
1-01-42-250-000-299	INTERLOCALS-CTY 911/DISPATCH SERVICES					
MONCUR MONMOUTH COUNTY TREASURER	21-01156 911 Dispatch Services 2021			673,827.00	0.00	
	Extd Total: INTERLOCALS - COUNTY 911/DISPATCH SERV.			673,827.00		
	Department Total: INTERLOCALS - COUNTY 911/DISPATCH SERV.			673,827.00		
	CAFR Total:			673,827.00		
Department: MUNIC COURT						
Extd:	MUNICIPAL COURT					
1-01-43-490-000-219	MUNIC COURT Judges Fees					
MICHA015 MICHAEL G. CELLI JR	21-01278 acting judge april 2021			1,500.00	0.00	
1-01-43-490-000-246	MUNIC COURT Postage					
GREFIN GREATAMERICA FINANCIAL SVCS.	21-01279 INV #29176415 MAY 2021			145.00	0.00	
	Extd Total: MUNICIPAL COURT			1,645.00		
	Department Total: MUNIC COURT			1,645.00		

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Department: PUBLIC DEFEND.						
Extd: PUBLIC DEFENDER						
1-01-43-495-000-021	Fees					
RONTRO RONALD J. TROPOLI		21-00938	2021 SERVICES RENDERED BLANKET	2,000.00	0.00	B
	Extd Total: PUBLIC DEFENDER			2,000.00		
	Department Total: PUBLIC DEFEND.			2,000.00		
	CAFR Total:			3,645.00		
Department: INT ON BONDS						
1-01-45-930-000-299	BOND INTEREST					
USBANK US BANK OPERATIONS CTR.		21-00964	MCIA BOND INTEREST	295,095.61	0.00	
	Extd Total:			295,095.61		
	Department Total: INT ON BONDS			295,095.61		
	CAFR Total:			295,095.61		
CAFR: CURRENT FUND NON BUDGET ACCTS:						
Department: TAXES PAYABLE:						
Extd: TAXES PAYABLE:						
1-01-55-001-000-001	School Taxes Payable					
ASBBOA ASBURY PARK BOARD OF EDUCATION		21-01286	May 2021 School Tax	866,620.00	0.00	
1-01-55-001-000-002	County Taxes Payable					
COUMON COUNTY OF MONMOUTH		21-01287	2ND QTR 2021 COUNTY TAXES	1,285,531.46	0.00	
1-01-55-001-000-011	ACCOUNTS PAYABLE					
FREPAR FRENCH & PARRELLO, PA		19-03177	LSRP SERVICES AT THE DPW	580.00	0.00	B
	Extd Total: TAXES PAYABLE:			2,152,731.46		
	Department Total: TAXES PAYABLE:			2,152,731.46		
	CAFR Total: CURRENT FUND NON BUDGET ACCTS:			2,152,731.46		
	Fund Total: CURRENT			3,919,458.58		
Fund: BEACH						
Department: UTILITY OE						
Extd: BEACH UTILITY O/E: OTHER EXPENSES:						
1-05-55-502-000-201	BEACH UTILITY O/E: General Plant					
OPTIMUM OPTIMUM		21-01112	#07866-197754-01-4 4/15 -5/14	157.58	0.00	
1-05-55-502-000-211	BEACH UTILITY O/E: Light & Power					
JCPL JCPL		21-01125	#100 013 520 380 3/19-4/19	207.62	0.00	
1-05-55-502-000-212	BEACH UTILITY O/E: Misc. Hardware					
THEHAR THE HARDWARE STORE		21-00691	Various Supplies, Tools, etc	42.41	0.00	B
NEWIRON NEWARK IRONBOUND ELECTRICAL		21-01034	Lights/Bulbs f/Beach Restrooms	534.36	0.00	
GRAING GRAINGER, INC.		21-01045	Rivet Gun & Rivets f/Beach	520.32	0.00	

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1-05-55-502-000-212 GRAING GRAINGER, INC.	BEACH UTILITY O/E: Misc. Hardware 21-01068 PVC Pipe and Fittings/Caulk	Continued		135.28 1,232.37	0.00	
1-05-55-502-000-215 STASUP STANDARD SUPPLY CO. INC. NEWIRON NEWARK IRONBOUND ELECTRICAL	BEACH UTILITY O/E: Lumber/Bldg. Supplies 21-01022 Material for Beach Lockers 21-01044 20A GFCI TR white Receptcle			4,387.50 163.68 4,551.18	0.00 0.00	
Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:				6,148.75		
Department Total: UTILITY OE				6,148.75		
CAFR Total:				6,148.75		
Fund Total: BEACH				6,148.75		
Fund: TRANSPORTATION UTILITY: BUDGET:						
Department: UTILITY OE						
Extd: TRANS.UTILITY O/E: OTHER EXPENSES:						
1-06-55-502-000-201 NJDOT NJ DEPT. OF TRANSPORTATION	TRANS.UTILITY O/E: General Plant 21-01193 Highway Occupancy Permit			130.00	0.00	
1-06-55-502-000-204 ATLTOM ATLANTIC TOMORROWS OFFICE	TRANS.UTILITY O/E: Copy/Reproduction 21-01154 CONTRACT#120855 4/1/21-3/31/22			231.11	0.00	
1-06-55-502-000-207 OPTIMUM OPTIMUM	TRANS.UTILITY O/E: Internet 21-01141 #07866-196915-01-3 4/15 - 5/14			137.63	0.00	
1-06-55-502-000-209 EASAUT EASTERN AUTOPARTS WAREHOUSE	TRANS.UTILITY O/E: Auto 21-00874 Blanket Car Repairs			118.95	0.00	B
1-06-55-502-000-210 GLESUP GLENCO SUPPLY INC. ENGEN005 ENGENUITY INFRASTRUCTURE CRAPRI CRAFTMASTER PRINTING, INC.	TRANS.UTILITY O/E: Signs 21-00898 Glenco 4-1-21 Various signage 21-01025 CONTRACT FOR WAYFINDING #2 21-01140 Boardwalk/ReOPEN Signs 24x36			745.00 16,497.40 640.00 17,882.40	0.00 0.00 0.00	B
1-06-55-502-000-211 TRALIN TRAFFIC LINES, INC.	TRANS.UTILITY O/E: Street Markings 21-01288 Traffic Lines Striping 4/30/21			951.20	0.00	
1-06-55-502-000-216 ASBPAK ASBURY PARK PRESS	TRANS.UTILITY O/E: Ads 21-00969 WAYFINDING PROJECT NTB 4-10-21			35.00	0.00	
Extd Total: TRANS.UTILITY O/E: OTHER EXPENSES:				19,486.29		
Department Total: UTILITY OE				19,486.29		
CAFR Total:				19,486.29		
Fund Total: TRANSPORTATION UTILITY: BUDGET:				19,486.29		
Fund: SEWER UTILITY: BUDGET:						
Department: UTILITY OE						
Extd: SEWER UTILITY O/E: OTHER EXPENSES:						
1-07-55-502-000-201 TREDEP TREASURER-STATE NJ - NJDEP	SEWER UTILITY O/E: General Plant 21-01170 PollutantDischarge Elimination			4,050.00	0.00	

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1-07-55-502-000-202	SEWER UTILITY O/E: Hardware/Tools					
STESUP	STEVENSON SUPPLY CO., INC.	21-01056	Gaskets, Nuts, Bolts, etc	593.34	0.00	
1-07-55-502-000-204	SEWER UTILITY O/E: Office Supplies					
WINCOR	WINZER CORPORATION	21-01171	#6857145 GRN Nitrile Glove XL	373.46	0.00	
1-07-55-502-000-209	SEWER UTILITY O/E: Fees					
ARCHGR	ARCHER & GREINER, P.C.	21-01221	Bond Street Improvements Ord.	400.00	0.00	
1-07-55-502-000-211	SEWER UTILITY O/E: Light & Power					
NJNATU	N.J. NATURAL GAS CO.	21-01196	#10-3146-5850-17 3/16-4/14	7,494.72	0.00	
1-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
ISLAN005	ISLAND INSTITUTIONAL, INC.	21-00324	HDPE Bathroom Partitions	2,204.16	0.00	
OPTIMUM	OPTIMUM	21-01113	#07866-152521-04-4 4/15 - 5/14	99.89	0.00	
GENINC	GENSERVE, LLC	21-01130	#0234824-IN SERVICE CALL 4/12	908.90	0.00	
TREDEP	TREASURER-STATE NJ - NJDEP	21-01165	NJ DEP PID 46081 Invoice 3200	30,526.15	0.00	
				33,739.10		
1-07-55-502-000-224	SEWER UTILITY O/E: Sludge Removal					
RUSREI	RUSSELL REID WASTE HAULING &	21-01000	#6161117 MARCH 2021	13,860.00	0.00	
PASVAL	PASSAIC VALLEY SEWERAGE COM.	21-01006	INVOICE #518912 MARCH 2021	10,710.00	0.00	
				24,570.00		
1-07-55-502-000-231	SEWER UTILITY O/E: Lab Supplies					
GARDSTA	GARDEN STATE LABORATORIES, INC.	21-01054	INVOICE #513455 MARCH 2021	1,980.00	0.00	
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			73,200.62		
	Department Total: UTILITY OE			73,200.62		
1-07-55-506-000-901	ASB.PARTNER-SEWER ASSESS.					
ASBLLC	ASBURY PARTNERS, LLC	21-00960	1st QTR. 2021 ODOR CONTROL	16,114.54	0.00	
	Extd Total:			16,114.54		
	Department Total:			16,114.54		
1-07-55-599-000-299	ACCRUED INTEREST ON BONDS & NOTES					
USBANK	US BANK OPERATIONS CTR.	21-00964	MCIA BOND INTEREST	55,959.25	0.00	
	Extd Total:			55,959.25		
	Department Total:			55,959.25		
	CAFR Total:			145,274.41		
	Fund Total: SEWER UTILITY: BUDGET:			145,274.41		
	Year Total:			4,090,368.03		
Fund:	GENERAL CAPITAL FUND BUDGET:					
Extd:	2016-17/VARIOUS 2016 ROADWAY IMPROVEMENT					
C-04-55-998-163-001	2016-17/2016 ROADWAY IMPROVEMENTS (40A)					
ARCHGR	ARCHER & GREINER, P.C.	21-01221	Bond Street Improvements Ord.	313.48	0.00	
	Extd Total: 2016-17/VARIOUS 2016 ROADWAY IMPROVEMENT			313.48		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Extd:	2016-40/Var.Communications System Imp.					
C-04-55-998-168-002	2016-40/Section 20 Costs					
ARCHGR	ARCHER & GREINER, P.C.	21-01221	Bond Street Improvements Ord.	778.39	0.00	
	Extd Total: 2016-40/Var.Communications System Imp.			778.39		
Extd:	Ord. 2017-2 Various Capital Improvements					
C-04-55-998-169-006	Various General Capital Improvements					
CDWGOV	CDW GOVERNMENT INC.	21-01147	Q#1C4PMMH VOIP Phones	1,161.00	0.00	
C-04-55-998-169-007	Section 20 Soft Costs					
ARCHGR	ARCHER & GREINER, P.C.	21-01221	Bond Street Improvements Ord.	2,029.33	0.00	
	Extd Total: Ord. 2017-2 Various Capital Improvements			3,190.33		
Extd:	Various Road Improv. 2017-30					
C-04-55-998-170-002	Various Road Improv. (Heck St.) 2017-30					
ARCHGR	ARCHER & GREINER, P.C.	21-01221	Bond Street Improvements Ord.	1,883.87	0.00	
	Extd Total: Various Road Improv. 2017-30			1,883.87		
Extd:	Ord. 2018-4 Var. Capital Improvements					
C-04-55-998-172-017	Section 20 Costs					
ARCHGR	ARCHER & GREINER, P.C.	21-01221	Bond Street Improvements Ord.	4,125.24	0.00	
	Extd Total: Ord. 2018-4 Var. Capital Improvements			4,125.24		
C-04-55-998-173-003	Deal Lake Drive Improvements					
ARCHGR	ARCHER & GREINER, P.C.	21-01221	Bond Street Improvements Ord.	1,488.66	0.00	
C-04-55-998-173-02	NJ Dot Grant					
BLAROC	BLACK ROCK ENTERPRISES LLC	19-01953	Reso 2019-193 Deal Lake Dr.	19,599.81	0.00	B
	Extd Total:			21,088.47		
Extd:	2019 Ord. 2019-9 Var. Capital Improv.					
C-04-55-998-177-001	Section 20 Soft Costs					
ARCHGR	ARCHER & GREINER, P.C.	21-01221	Bond Street Improvements Ord.	865.12	0.00	
	Extd Total: 2019 Ord. 2019-9 Var. Capital Improv.			865.12		
Extd:	Ord. 2020-25 Various Vehicles					
C-04-55-998-180-001	Police Vehicles and Related Equipment					
WINFOR	WINNER FORD	21-00038	2021 FORD UTILITY VEHICLES	63,982.00	0.00	

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C-04-55-998-180-003 WINFOR WINNER FORD	SUV Administration	21-00036	2021 FORD UTILITY VEHICLE	30,213.00	0.00	
	Extd Total: Ord. 2020-25 Various Vehicles			94,195.00		
	Department Total:			126,439.90		
	CAFR Total:			126,439.90		
	Fund Total: GENERAL CAPITAL FUND BUDGET:			126,439.90		
Fund:	SEWER CAPITAL FUND BUDGET:					
Extd:	Sewer Plant Improvements - Ord. #3038					
C-08-55-526-013-001 ARCHGR ARCHER & GREINER, P.C.	Sewer Plant Impr - 40A Costs (Ord #3038)	21-01221	Bond Street Improvements Ord.	763.35	0.00	
	Extd Total: Sewer Plant Improvements - Ord. #3038			763.35		
	Department Total:			763.35		
Extd:	Ord. 2018-7 Sewer Utility Improvements					
C-08-55-528-018-001 ARCHGR ARCHER & GREINER, P.C.	Section 20 Costs	21-01221	Bond Street Improvements Ord.	532.85	0.00	
	Extd Total: Ord. 2018-7 Sewer Utility Improvements			532.85		
Extd:	Ord. 2018-5 Various Sewer Improv.					
C-08-55-528-019-002 WHITF005 WHITFIELD SCHNEIDER ENTERPRISE	Sewer Utility Improvements	20-00928	BOILER REPLACEMENT AT WWTP	20,549.80	0.00	B
ARCHGR ARCHER & GREINER, P.C.		21-01221	Bond Street Improvements Ord.	438.03	0.00	
				20,987.83		
	Extd Total: Ord. 2018-5 Various Sewer Improv.			20,987.83		
Extd:	Ord. 2018-49 Var. Sewer Utility Impr.					
C-08-55-528-020-001 ARCHGR ARCHER & GREINER, P.C.	Section 20 Costs	21-01221	Bond Street Improvements Ord.	59.04	0.00	
	Extd Total: Ord. 2018-49 Var. Sewer Utility Impr.			59.04		
	Department Total:			21,579.72		
	CAFR Total:			22,343.07		
	Fund Total: SEWER CAPITAL FUND BUDGET:			22,343.07		
Fund:	PARKING CAPITAL					
Department:	CAP. IMP. FUND					
Extd:	Ord. 2017-28 Var.Trans.Utility Improve.					
C-09-17-901-000-901 ARCHGR ARCHER & GREINER, P.C.	Section 21 Soft Costs	21-01221	Bond Street Improvements Ord.	113.55	0.00	
	Extd Total: Ord. 2017-28 Var.Trans.Utility Improve.			113.55		
	Department Total: CAP. IMP. FUND			113.55		

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Department: Ord. 2020-24 Bond Street Improvements						
Extd: Ord. 2020-24 Bond Street Improvements						
C-09-17-907-000-901	Section 20 Costs					
ARCHGR	ARCHER & GREINER, P.C.	21-01221	Bond Street Improvements Ord.	400.00	0.00	
	Extd Total: Ord. 2020-24 Bond Street Improvements			400.00		
	Department Total: Ord. 2020-24 Bond Street Improvements			400.00		
	CAFR Total:			513.55		
	Fund Total: PARKING CAPITAL			513.55		
Fund: BEACH CAPITAL FUND BUDGET:						
Extd: Ord. 2019-42 Beach Utility Improv.						
C-10-55-101-102-001	Section 20 Costs					
ARCHGR	ARCHER & GREINER, P.C.	21-01221	Bond Street Improvements Ord.	227.09	0.00	
	Extd Total: Ord. 2019-42 Beach Utility Improv.			227.09		
	Department Total:			227.09		
	CAFR Total:			227.09		
	Fund Total: BEACH CAPITAL FUND BUDGET:			227.09		
	Year Total:			149,523.61		
Fund: GRANT FUND BUDGET:						
G-02-43-871-014-214	Recycling Tonnage Program - 2014					
KINTINC	KINTECH, INC.	21-00811	Fulfilment for Spring Newslett	119.26	0.00	
	Extd Total:			119.26		
G-02-43-871-016-218	Brownfields Petroleum Assessment					
BRORED	BROWNFIELD REDEVELOPMENT	21-01052	Drawdown 46 Brownfields Pet.	484.37	0.00	
	Extd Total:			484.37		
	Department Total:			603.63		
G-02-43-873-017-200	Brownfields Assessment Grant					
BRORED	BROWNFIELD REDEVELOPMENT	21-01052	Drawdown 46 Brownfields Pet.	2,484.38	0.00	
	Extd Total:			2,484.38		
	Department Total:			2,484.38		
G-02-43-890-018-200	Redevelopers Contr. Police					
LANASO	LANIGAN ASSOCIATES. INC.	20-03451	Police Uniforms SLEO	2,000.00	0.00	
	Extd Total:			2,000.00		
	Department Total:			2,000.00		

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Department: CAP. IMP. FUND						
G-02-43-901-018-200 MAXR MAX-R	Clean Communities Grant 2018	21-00628	Round Liners, #0-2345	1,740.00	0.00	
Extd Total:				1,740.00		
Department Total: CAP. IMP. FUND				1,740.00		
G-02-43-902-018-200 ASBPAK ASBURY PARK PRESS	NJDOT Transit Village Program	21-00969	WAYFINDING PROJECT NTB 4-10-21	71.10	0.00	
Extd Total:				71.10		
Department Total:				71.10		
G-02-43-934-020-200 SHEWIL SHERWIN WILLIAMS	Clean Communities Grant	21-01153	Primer Murals QUOTE # 5673473	91.58	0.00	
Extd Total:				91.58		
Department Total:				91.58		
G-02-43-936-020-202 WBMASON W.B.MASON CO., INC. ORITRA ORIENTAL TRADING CO., INC.	Misc/Other	21-00993	MaintSupply,Bags,TP,Paptowel	352.94	0.00	
				227.91	0.00	
				580.85		
Extd Total:				580.85		
Department Total:				580.85		
CAFR Total:				7,571.54		
Fund Total: GRANT FUND BUDGET:				7,571.54		
Year Total:				7,571.54		
Fund: ANIMAL CONTROL FUND BUDGET:						
T-12-56-850-000-801 MGLFOR MGL FORMS-SYSTEMS, LLC	Reserve for Animal Control	21-00923	200 Additional 2021 Dog Tags	159.00	0.00	
Extd Total:				159.00		
Department Total:				159.00		
CAFR Total:				159.00		
Fund Total: ANIMAL CONTROL FUND BUDGET:				159.00		
Fund: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:						
Extd: CDBG Cares Act						
T-17-77-850-850-004 CRAPRI CRAFTMASTER PRINTING, INC.	Signage for Parks/Playgrounds	21-01124	Covid Signs for playgrounds	137.92	0.00	
T-17-77-850-850-007 WBMASON W.B.MASON CO., INC.	PPE for Police, Fire & DPW	21-00729	PPE Equipment	25,986.00	0.00	

Attachment: Bill List 5-12-21 (2021-229 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-17-77-850-850-008	Hand Sanitizer Stations					
AMAZO005	AMAZON.COM SERVICES	21-01132	Hand sanitizing stations	3,614.46	0.00	
	Extd Total: CDBG Cares Act			29,738.38		
	Department Total:			29,738.38		
	CAFR Total:			29,738.38		
Extd:	2020 CDBG Allotment					
T-17-78-850-850-001	Administration					
CRAPRI	CRAFTMASTER PRINTING, INC.	21-01123	Business Cards - DICKERSON	45.00	0.00	
CRAPRI	CRAFTMASTER PRINTING, INC.	21-01158	Memo pads	57.00	0.00	
ASBPAK	ASBURY PARK PRESS	21-01159	#4681597 PUBLIC HEARING NOTICE	131.30	0.00	
ASBPAK	ASBURY PARK PRESS	21-01190	Public Notice Flood Plain	110.60	0.00	
NATCOM	NATIONAL COMMUNITY DEVELOPMENT	21-01284	2021 Membership dues	550.00	0.00	
				893.90		
T-17-78-850-850-007	Comm. Facility - AP Library					
ASBFRE	ASBURY PARK FREE PUBLIC LIBRAR	21-01040	PORTION OF PAYMENT FOR LIBRARY	25,000.00	0.00	
	Extd Total: 2020 CDBG Allotment			25,893.90		
	Department Total:			25,893.90		
	CAFR Total:			25,893.90		
	Fund Total: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:			55,632.28		
Fund:	PLANNING & ZONING ESCROW FUND BUDGET:					
CAFR:	PLANNING & ZONING ESCROW FUND BUDGET:					
T-21-00-266-000-299	515 LAKE AVENUE (THE LAKE GROUP AP,LLC)					
ARCHGR	ARCHER & GREINER, P.C.	21-01217	Invoice 4217508 515 Lake	1,007.50	0.00	
	Extd Total:			1,007.50		
	Department Total:			1,007.50		
T-21-00-496-000-299	316 MAIN STREET(316 MAIN AVENUE, LLC)					
CITPLA	CITY OF ASBURY PARK	21-01131	316 Main St(316 Main Ave,LLC)	3,000.00	0.00	
	Extd Total:			3,000.00		
	Department Total:			3,000.00		
	CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET:			4,007.50		
	Fund Total: PLANNING & ZONING ESCROW FUND BUDGET:			4,007.50		
Fund:	ISTAR-2 ESCROW FUND:					
T-42-56-850-850-802	ISTAR-2 ESCROW - Miscellaneous					
MARFAL	MARAZITI FALCON, LLP	21-01050	#46195: THE BEACH CLUB	1,267.50	0.00	
	Extd Total:			1,267.50		
	Department Total:			1,267.50		
	CAFR Total:			1,267.50		
	Fund Total: ISTAR-2 ESCROW FUND:			1,267.50		

May 6, 2021
09:46 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a

19

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund:	CITY OF ASBURY PARK REDEVELOPMENT ESCROW					
T-48-56-850-000-806 ARCHGR ARCHER & GREINER, P.C.	711&607 Mattison/545 Lake/550 Cookm(APB)	21-01195	Invoice 4164687 Carter Sackman	3,542.50	0.00	
T-48-56-850-000-825 MARFAL MARAZITI FALCON, LLP	AP TRIANGLE(ASBURY PARTNERS,LLC/istar)	21-01151	Professional Services Rendered	11,115.00	0.00	
T-48-56-850-000-826 MARFAL MARAZITI FALCON, LLP	202 7TH AVE(202 SEVENTH AVE.LLC/FASANO)	21-01151	Professional Services Rendered	747.50	0.00	
T-48-56-850-000-830 MARFAL MARAZITI FALCON, LLP	216-218 3RD AVENUE(K.HOVNANIAN CO.,LLC)	21-01151	Professional Services Rendered	1,332.50	0.00	
Extd Total:				16,737.50		
Department Total:				16,737.50		
CAFR Total:				16,737.50		
Fund Total: CITY OF ASBURY PARK REDEVELOPMENT ESCROW				16,737.50		
Year Total:				77,803.78		
Total Charged Lines: 439	Total List Amount:	4,378,510.04	Total Void Amount:	0.00		

Attachment: Bill List 5-12-21 (2021-229 : Payment of Bills)

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT	0-01	52,668.92	0.00	0.00	52,668.92
BEACH	0-05	574.16	0.00	0.00	574.16
Year Total:		53,243.08	0.00	0.00	53,243.08
CURRENT	1-01	3,919,458.58	0.00	0.00	3,919,458.58
BEACH	1-05	6,148.75	0.00	0.00	6,148.75
TRANSPORTATION UTILITY: BUDGET:	1-06	19,486.29	0.00	0.00	19,486.29
SEWER UTILITY: BUDGET:	1-07	145,274.41	0.00	0.00	145,274.41
Year Total:		4,090,368.03	0.00	0.00	4,090,368.03
GENERAL CAPITAL FUND BUDGET:	C-04	126,439.90	0.00	0.00	126,439.90
SEWER CAPITAL FUND BUDGET:	C-08	22,343.07	0.00	0.00	22,343.07
PARKING CAPITAL	C-09	513.55	0.00	0.00	513.55
BEACH CAPITAL FUND BUDGET:	C-10	227.09	0.00	0.00	227.09
Year Total:		149,523.61	0.00	0.00	149,523.61
GRANT FUND BUDGET:	G-02	7,571.54	0.00	0.00	7,571.54
ANIMAL CONTROL FUND BUDGET:	T-12	159.00	0.00	0.00	159.00
COMMUNITY DEVELOPMENT BLK GRANT BUDGE	T-17	55,632.28	0.00	0.00	55,632.28
PLANNING & ZONING ESCROW FUND BUDGET:	T-21	4,007.50	0.00	0.00	4,007.50
ISTAR-2 ESCROW FUND:	T-42	1,267.50	0.00	0.00	1,267.50
CITY OF ASBURY PARK REDEVELOPMENT ESC	T-48	16,737.50	0.00	0.00	16,737.50
Year Total:		77,803.78	0.00	0.00	77,803.78
Total Of All Funds:		4,378,510.04	0.00	0.00	4,378,510.04

May 12, 2021 Council Meeting

Balance Brought Forward from Total List Amount	\$ 4,378,510.04
PMA Management Corp	\$ 162,083.02
US Bank Operations Ctr./Debt Ser	\$ 298,242.05
Public Employee's Retirement	\$ 1,048,600.00
Police&Fireman's Retirement System	\$ 4,574,769.00
McManimon, Scotland & Baumann (PO 21-00641)	\$ 11,177.11
Marlin Business Bank	\$ 390.43
	\$ 10,473,771.65

**SHARED SERVICE AGREEMENT
FOR THE PROVISION OF EMERGENCY DISPATCH SERVICES
BY THE COUNTY OF MONMOUTH, THROUGH
THE MONMOUTH COUNTY
SHERIFF'S OFFICE, COMMUNICATIONS DIVISION**

THIS SHARED SERVICE AGREEMENT (the "Agreement") is made this ____ day of _____, 20____ by and between the COUNTY OF MONMOUTH, a body politic of the state of New Jersey, having its principal offices located at the Hall of Records, 1 E. Main Street, Freehold, New Jersey 07728 and the MONMOUTH COUNTY SHERIFF'S OFFICE with its principal offices located at 2500 Kozloski Road, Freehold, New Jersey 07728 (hereinafter jointly referred to as the "County"), and CITY OF ASBURY PARK, in the County of Monmouth, a municipal corporation of the State of New Jersey, (referred to as the "Municipality").

IT IS AGREED:

1. Services.

- The County, under the auspices of the Monmouth County Sheriff's Office, Communications Division, will serve as the Public Safety Answering Point (PSAP) for the Municipality, in accordance with the participation plan previously submitted by the Municipality. The County will provide all calls to the Municipality by call relay, transfer, or direct emergency dispatch, in accordance with the Municipality's participation plan. The system will meet the technical requirements and operational standards set forth in *N.J.A.C. 17:24-1, et seq.* The County will provide direct emergency dispatch services for Police, Fire and Emergency Medical Services (EMS) for the Municipality.
- The County will provide computer related services to support any call taking and dispatching functions for the Municipality as may be required. Public safety software and related features/capabilities may include, but are not limited to, mobile client, field reporting, Computer Aided Dispatch (CAD) and records management.
- The Municipality will maintain and support all local hardware, routers and air cards.

- The County will maintain and support all core infrastructure equipment and systems located at the Communications Division, which includes all routers and servers.
 - If the Municipality decides to procure and utilize an Automatic License Plate Recognition (ALPR) system, then the County will physically store and maintain a server environment to host a regional ALPR system, subject to the following provisions:
 - i. The Municipality shall procure and maintain all local equipment to operate an ALPR system, including all recurring costs associated with setting up the local ALPR system. This equipment shall include, but not be limited to client computers, local servers, cameras, network infrastructure to connect to the regional ALPR network.
 - ii. The County shall have the Municipality's ALPR data available 24/7 or for the maximum uptime, given routine server service and unplanned outages.
 - iii. The regional server environment shall be redundant, to minimize downtime and to ensure the highest level of system availability.
 - iv. Both parties shall employ the same data security practices when utilizing the local ALPR system as is required when accessing and utilizing the National Crime Information Center (NCIC) system.
2. **Term.** The County shall provide said services for a three (3) year period commencing January 1, 2020, or as soon thereafter as the services begin, through December 31, 2022.
3. **Compensation.** The full 2020 fee to be paid by the Municipality shall be \$663,869.00. The annual fee for the 2nd year of the Agreement shall be subject to a 1.5% increase. The annual fee for the 3rd year of the Agreement shall be subject to a 1.0% increase. Upon receipt of a proper invoice from the County, the Municipality shall pay the annual fee on or about April 1st of each year.

Municipality contact person who handles billing:

Name: _____

Title: _____

Phone & Email: _____

4. **Authorization.** This Agreement is permitted under the New Jersey Uniform Shared Services and Consolidation Act pursuant to *N.J.S.A. 40A:65-1, et seq.*
5. **Indemnification.** The County shall defend, indemnify and save harmless the Municipality, its officers, agents and employees from and against all suits, costs (including attorney fees and costs), claims, expenses, liabilities, and judgments of every kind to which the Municipality may be subjected by reason of any actions or inactions by the County or its officers, agents or employees.

The Municipality shall defend, indemnify and save harmless the County, its officers, agents and employees from and against all suits, costs (including attorney fees and costs), claims, expenses, liabilities, and judgments of every kind to which the County may be subjected by reason of any actions or inactions by the Municipality or its officers, agents or employees.

6. **Termination.** Either party may terminate this Agreement with a minimum of ninety (90) days written notice, with or without cause. The County explicitly reserves the right to terminate this Agreement upon immediate written notice for the following reasons:

- (a) The Municipality has failed to make timely payment for services rendered, in response to the County's invoice.
- (b) The Municipality has failed to comply with the State and County system guidelines, provided that the Municipality has been notified of the failure(s) and not cured the failure(s) within a reasonable time following such notice.
7. **Filing of Agreement.** The Clerk of the County's Board of Chosen Freeholders shall file a fully executed copy of this Agreement with the Division of Local Government Services, New Jersey Department of Community Affairs.
8. **Authority to Execute.** Each party to this Agreement represents to the other party that its governing body has duly adopted a resolution or ordinance authorizing the execution of this Agreement.
9. **Choice of Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of New Jersey.
10. **Counterparts.** This Agreement may be fully executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement binding upon all parties, notwithstanding that all parties have not signed the same counterpart. Such executions may be transmitted to the parties electronically or by facsimile, and such electronic or facsimile execution shall have the same force and effect as an original signature.
11. **Notices.** Any notices that are provided pursuant to this Agreement shall be in writing (including facsimile and electronic transmissions) and mailed or transmitted or delivered as follows:

To the County:

County of Monmouth
Address: 1 East Main Street, Freehold NJ 07728
Attn: Teri O'Connor, County Administrator
Email: Teri.O'Connor@co.monmouth.nj.us
Fax:

To the Municipality:

Or to such other address or individual as any party may from time to time notify the other.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed, attested and sealed by their respective and duly authorized officials.

COUNTY OF MONMOUTH

[MUNICIPALITY]

By: Thomas Arnone
Title: Freeholder Director

By:
Title:

Date: _____

Date: _____

ATTEST:

ATTEST

Clerk of the Board

Municipal Clerk

MONMOUTH COUNTY SHERIFF'S OFFICE

By: Shaun Golden
Title: Sheriff

Date: _____

WITNESS/ATTEST:



150 SECOND AVENUE NORTH, SUITE 400
ST. PETERSBURG, FLORIDA 33701
TEL: (727) 822-3339 | FAX: (727) 822-3502

PUBLIC RESOURCES ADVISORY GROUP

April 29, 2021

Donna Vieiro, 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

Dear Ms. Vieiro,

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 2021A (Waterfront Redevelopment Area Infrastructure Project Non-Recourse) (the "2021 AP Triangle RAB") is expected to close in May 2021. 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 AP Triangle Townhouse Development Project (the "AP Triangle Project") located at Block 3801, Lots 1.01, 1.03 and 1.05 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 all aspects related to 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 Project or other project(s);
- 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);

INDEPENDENT FINANCIAL ADVISORS



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 \$7,500 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 RABs will terminate on December 31, 2021 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.

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.

**35 Route 70 West
Marlton, New Jersey 08053-3099**

Quantity			Total
1	KUBOTA RTV-X1100CWL-H 4WD UTILITY VEHICLE, HD TIRES KUBOTA 24.8 HP DIESEL ENGINE, HYDRAULIC BED LIFT FACTORY CAB W/HEAT & AIR CONDITIONING 2 SPEED HYDROSTATIC TRANSMISSION & POWER STEERING FRONT GRILLE GUARD, SPARK ARRESTOR MUFFLER WINDSHEILD WIPER W/BOTTLE WASHER, ROLL DOWN WINDOWS ALL STANDARD SPECS	\$ 21,849.00	\$ 65,547.00
	K7591-99640 BACKUP ALARM	\$ 150.00	\$ 450.00
	K7731-99610 TURN SIGNAL/HAZARD LIGHTS	\$ 299.00	\$ 897.00
	77700-V5059 EXTERIOR MIRROR	\$ 150.00	\$ 450.00
	77700-VC5058 LED STROBE LIGHT	\$ 175.00	\$ 525.00
	K7711-99280 REAR WINDOW NET/GUARD SCREEN	\$ 255.00	\$ 765.00
	SOURCEWELL DISCOUNT	\$ (5,033.16)	\$ (15,099.48)
	AM/FM/WB/BLUETOOTH RADIO	\$ 440.00	\$ 1,320.00
	DEALER ASSEMBLY	\$ 325.83	\$ 977.49
	FREIGHT COST	\$ 735.00	\$ 2,205.00
	PRE-DELIVERY	\$ 400.00	\$ 1,200.00
	ELLIOT DUMP BODY, 2.0 CU YD HOPPER W/DRIVER SIDE DOOF	\$ 8,999.00	\$ 26,997.00
	DIAMOND PLATE ENGINE COVER		
	TOTAL SELL PRICE (3) RTVX1100/ELLIOT 2.0 CU YD	\$ 28,744.67	\$86,234.01

Equipment Parts and Repairs are Available Under NO State Contract # A43022

Buying 3

1- comes from Beach Budget (menu item) 28,744.67

2- charged to Capital 57,489.34

C-04-SS-998-169-004 16,400.00

C-04-SS-998-169-006 32,500.00

C-04-SS-998-177-002 8,589.34

1-05-SS-502-000-206

Thanks for the opportunity

John Fowler

Packet Pg. 82

Attachment: CHERRY VALLEY TRACTOR - KUBOTA QUOTE (2021-232 : Authorizing the purchase of three Kubota's)

Tracy Lizardi

From: Robert Bianchini
Sent: Tuesday, May 4, 2021 6:45 AM
To: JoAnn Boos; Tracy Lizardi
Cc: Michael J. Manzella; Donna Vieiro
Subject: FW: [EXTERNAL] (3) UNITS KUBOTA RTVX1100CWL-H WITH ELLIOT 2.0 CU YD DUMP BOXES WITH DRIVER SIDE CUTOUT SOURCEWELL COOP QUOTE
Attachments: ASBURY PARK KUBOTA RTVX1100 WITH ELLIOT DUMP BOX SOURCEWELL COOP QUOTE MAY 2021 3 UNITS.xls

Good Morning JoAnn and Tracy

Here is the quote for the three Kubotas. I will come over when you get in this morning when your ready....

From: john@cherryvalleytractor.com <john@cherryvalleytractor.com>
Sent: Monday, May 3, 2021 4:26 PM
To: Robert Bianchini <Robert.Bianchini@cityofasburypark.com>; Joe Giuffi <Joe.Giuffi@cityofasburypark.com>
Cc: john@cherryvalleytractor.com
Subject: [EXTERNAL] (3) UNITS KUBOTA RTVX1100CWL-H WITH ELLIOT 2.0 CU YD DUMP BOXES WITH DRIVER SIDE CUTOUT SOURCEWELL COOP QUOTE

Joe and Robert,

Here you go.

Lead time for the three dump boxes is 6 weeks upon Purchase Order.

Lead time for the three Kubota RTVX1100CWL-H's is 6 weeks minimum upon Purchase Order

Robert,

FYI. There is no Kubota Dealer who is going to have any Kubota's in stock available for City of Asbury.

The longer the City of Asbury waits to issue a PO only pushes you farther down the list of Retail Sold Orders.

I currently have 10 units sold I am waiting on from Kubota.

Cherry Valley Tractor is the exclusive dealer for the Elliot Dump Box in New Jersey.

Regardless of the lead time the sooner you issue a Po the sooner you will take delivery.

Call me with any questions.

Thanks.

John Fowler

Attachment: CHERRY VALLEY TRACTOR - KUBOTA QUOTE (2021-232 : Authorizing the purchase of three Kubota's)

Salesman
CherryValley Tractor Sales
35 West Route 70
Marlton, NJ 08053
Cell: 732-320-0452
Office: 856-983-0111x119
Fax: 865-983-7700
john@cherryvalleytractor.com
www.cherryvalleytractor.com

Attachment: CHERRY VALLEY TRACTOR - KUBOTA QUOTE (2021-232 : Authorizing the purchase of three Kubota's)



Daniel Paczkowski.
One Municipal Plaza
Asbury NJ 07712

5-6-21

Quote for a 2021 Rear Compactor Boxes

2	Rear-dump 7.0 cu yd compactor box	14,540.00
1	Frt. to Asbury Park NJ	2,370.00
Total		\$ 16,910.00

If frt. comes in less, we will credit the difference. You will not be charged more if the frt. increases.

Delivery up to 30 days (est'd). Frt. Quote is good for 30 days. Small business payment terms are 15 days from delivery (overnight payment or wire transfer), **Please inform your accounting a/p dept of this requirement if quote is accepted.**

Contact me if you have more questions.

Thank you
Craig

Attachment: REAR COMPACTOR BOXES QUOTES (2021-233 : Authorizing the purchase of two rear compactor boxes for the Beach



Attachment: REAR COMPACTOR BOXES QUOTES (2021-233 : Authorizing the purchase of two rear compactor boxes for the Beach

<< QUOTE >>



Rudco Products, Inc.
114 East Oak Road
P.O. Box 705
Vineland, NJ 08360
(856)-691-0800

PAGE 1

QUOTE DATE 5/6/2021
QUOTE NO 78248-JPQA

SOLD
C29211
CITY OF ASBURY PARK
ONE MUNICIPAL PLAZA
ASBURY PARK, NJ 07712
T O

SHIP
CITY OF ASBURY PARK
ASBURY PARK, NJ 07712
T O

Contact ROBERT BIANCHINI
Office
Cell 732-312-7579
Email ROBERT.BIANCHINI@CITYOFASBURY.COM

12 TO 14 WEEK LEAD TIME ONCE SIGNED PROPOSAL & PURCHASE ORDER ARE RECEIVED ---- PAINTED ANY STANDARD RUDCO COLOR

SLS1	SLS2	DUE DATE	DISC DUE DATE	ORDER NO	ORDER DATE	SHIP NO	TAX PCT
JNP				00078248			0
TERMS DESCRIPTION		CUSTOMER PO NO		SHIP VIA		SHIP DATE	
N/30							
ITEM ID	TX CL	UNITS	ORDERED	SHIPPED	UNIT PRICE	EXTENSIO	
A-MISC	1	EA	1.0000	0.0000	8,500.0000	8,500.0	
7YD BEACH CONTAINER							

Credit card payments are subject to a 3% fee

TAXABLE	NONTAXABLE	FREIGHT	SALES TAX	MISC	TOTAL
0.00	8,500.00	774.00	0.00	0.00	9,274.00
TOTAL DUE					9,274.00

All material is guaranteed to be as specified. All work to be completed in workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only 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 Workmen's Compensation Insurance.

AUTHORIZED SIGNATURE: *RUDCO Products, Inc.*

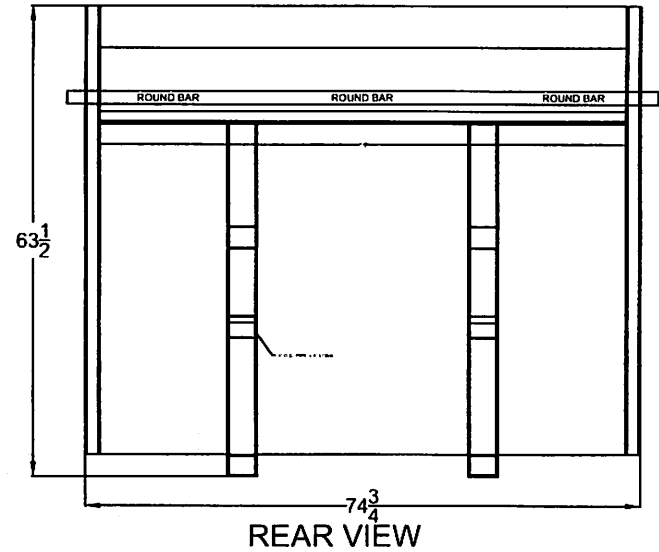
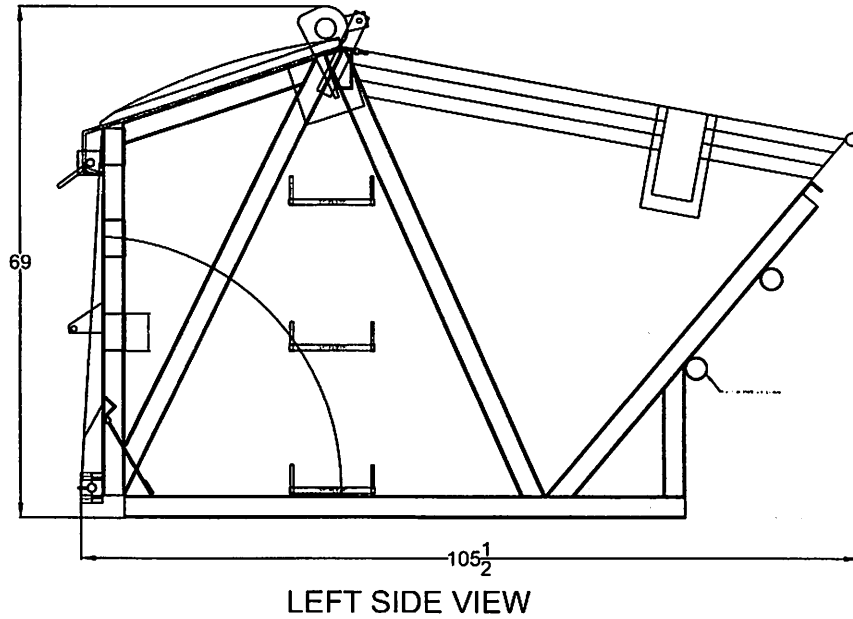
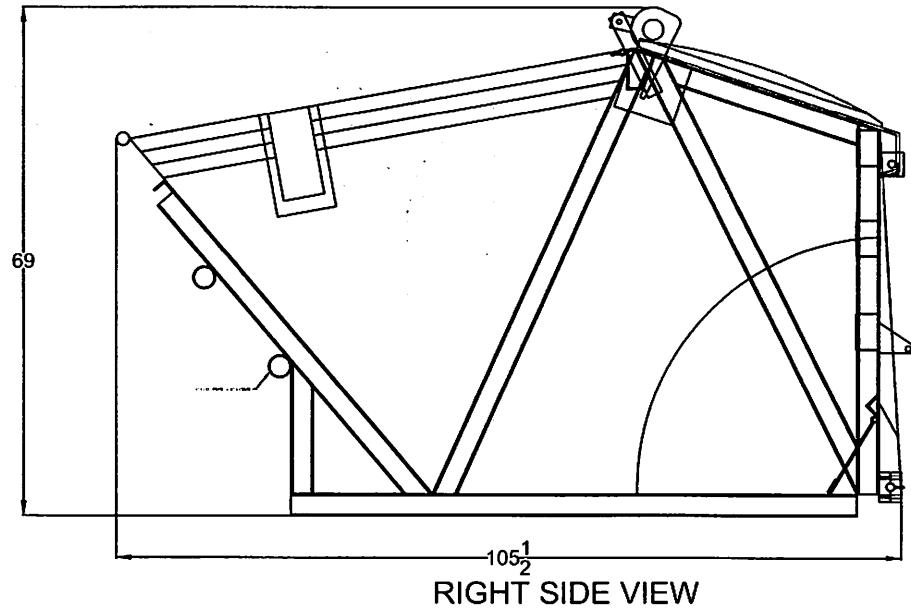
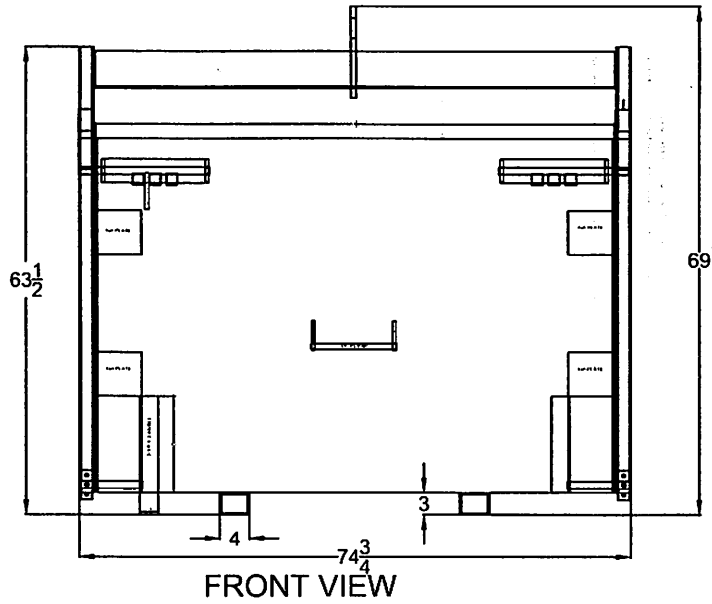
Note: This proposal may be withdrawn by us if not accepted within 7 days. All orders are subject to the approval of the V.P. of Sales.

Acceptance of Proposal

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Accepted Signature: _____ Date: _____

Attachment: REAR COMPACTOR BOXES QUOTES (2021-233 : Authorizing the purchase of two rear compactor boxes for the Beach



THIS DRAWING IS CONFIDENTIAL PROPERTY OF RUDCO PRODUCTS, INC. AND CAN NOT BE USED, MADE KNOWN OR REPRODUCED, DIRECTLY OR INDIRECTLY BY ANY PARTY IN ANY MANNER WHATSOEVER, IN WHOLE OR IN PART, WITHOUT THE PRIOR WRITTEN CONSENT OF RUDCO PRODUCTS INC. ANY ACTION BY ANY PART CONTRARY THERETO IS SUBJECT TO THE MAXIMUM PENALTY UNDER THE LAW.				114 E. OAK ROAD VINELAND, NEW JERSEY 08360-2318	
PROJECT:		SCALE: NONE		DRAWN BY: R.MILLARD	
QTY/UNIT:		WEIGHT:		DATE: 5/4/2021	
TOLERANCE UNLESS OTHERWISE SPECIFIED IN. ± 1/16 DEC. ± .010 DEG. ± 0.5°		BEACH CONTAINER		DRAWING NUMBER	
				Packet Pg. 89	

Tracy Lizardi

From: Robert Bianchini
Sent: Thursday, May 6, 2021 3:07 PM
To: Tracy Lizardi; JoAnn Boos
Subject: FW: [EXTERNAL] Rudco ~ Container Quote
Attachments: City of Asbury Park (NJ) 78248-JPQA.Pdf; RUDCO Beach Container - General Dimensions.pdf; Beach Container.jpg

They would have to make them but they gave me a price...

From: Jessica Pettit <jpettit@rudco.com>
Sent: Thursday, May 6, 2021 1:59 PM
To: Robert Bianchini <Robert.Bianchini@cityofasburypark.com>
Subject: [EXTERNAL] Rudco ~ Container Quote

Hey Robert!

Please see the attached quote, drawing & photo of the container.
 This is indeed a 7YD unit.

Let me know if I can help with anything else 😊

QR Code Attached – Open you cell phone camera & scan the code. This will prompt you & will save all of my contact information in your phone

Jessica Pettit

Mid-Atlantic Regional Sales Manager
 Covering NJ & Eastern PA



114 E Oak Road, Vineland, NJ 08360

Cell: 267-228-0468 | O: 856-691-0800 ext 130 | F: 856-696-8654 | E: jpettit@rudco.com



Attachment: REAR COMPACTOR BOXES QUOTES (2021-233 : Authorizing the purchase of two rear compactor boxes for the Beach

JOB ESTIMATE

EAST COAST IRRIGATION, INC
P.O. BOX 82
MARLBORO, NJ 07746
(732) 928-9668 or (732) 972-2824
FULLY INSURED
LICENCE# 17166

4-20-21

75PSI

Date:
Job Number:

NAME: CITY OF ASBURY PARK
ADDRESS: 5th AVE + HECK
SUNSET PARK
PHONE# Tommy

We are pleased to submit the following cost estimate:

Job Description: UNDERGROUND LAWN SPRINKLER SYSTEM

MATERIALS

QUANTITY	DESCRIPTION	PRICE	TOTAL
✓	PERMIT FROM BUILDING DEPT. TO PERFORM WORK		
✓	INDOOR PLUMBING PERFORMED BY A LICENSED PLUMBER		
✓	TYPE "L" COPPER USED FOR ALL INDOOR PLUMBING		
1	BRASS PRESSURE VACUUM BREAKER - Watts 800 <u>PLASTIC TOTO PVB</u>		
7	VALVES W/ BOX(ES) AND COVER(S) - Irritrol #2400 (incl. master)	5 yr warr	
40	ROTARY HUNTER HEADS <u>PGP ULTRA CV</u>	5 yr warr	
0-4	FIXED SPRAY POP-UPS 4" #570Z	5 yr warr	
✓	RAIN SENSOR W/ BYPASS SWITCH - Hunter Mini-Click	5 yr warr	
✓	9 ZONE TIMER - Irritrol Total Control # <u>HUNTER XR</u>	5 yr warr	
✓	100psi 1" POLY PIPE		
✓	WIRE; FITTINGS; STAINLESS STEEL CLAMPS		
✓	2 YR. WARRANTY MFG. DEFECTS AND WORKMANSHIP ONLY		
✓	GUARANTEED COVERAGE		
		Materials total	

LABOR

HOURS	DESCRIPTION	CHARGES	TOTAL
	ALL PARTS AND LABOR ARE INCLUDED IN THIS ESTIMATE		
	DEPOSIT REQUIRED BEFORE PERMIT IS OBTAINED		
	HOMEOWNER IS RESPONSIBLE TO MARK PROPERTY LINES		
	ECI is not responsible for unmarked or subcode lines, wires, etc.		
	Accepted By:		
		Labor total	
		Total estimate	<u>15700</u>

6 ZONES, 40 HEADS
COVERAGE TO LAWN + BEDS
AS SHOWN BY Tommy.

Attachment: UNDERGROUND SPRINKLER SYSTEM QUOTES 2021 (2021-234 : Rescinding Resolution 2020-283 and authorizing a contract for

JOB ESTIMATE

EAST COAST IRRIGATION, INC
P.O. BOX 82
MARLBORO, NJ 07746
(732) 928-9668 or (732) 972-2824
FULLY INSURED
LICENCE# 17166

Date:

Job Number:

NAME: CITY OF ASHLAND PARKADDRESS: CIVIL WAR PARK (GARDEN)

PHONE# _____

We are pleased to submit the following cost estimate:

Job Description: UNDERGROUND LAWN SPRINKLER SYSTEM

MATERIALS

QUANTITY	DESCRIPTION	PRICE	TOTAL
✓	PERMIT FROM BUILDING DEPT. TO PERFORM WORK		
✓	INDOOR PLUMBING PERFORMED BY A LICENSED PLUMBER		
✓	TYPE "L" COPPER USED FOR ALL INDOOR PLUMBING		
✓	BRASS PRESSURE VACUUM BREAKER - Watts 800 frostfree		
4	VALVES W/ BOX(ES) AND COVER(S) - Irritrol #2400 incl. master v	5 yr warr	
9	ROTARY HUNTER HEADS PGP ULTRA CV	5 yr warr	
0	FIXED SPRAY POP-UPS 4" #570Z	5 yr warr	
✓	RAIN SENSOR W/ BYPASS SWITCH - Hunter Mini-Clik	5 yr warr	
✓	4 ZONE TIMER - Irritrol Total Control # 1100000000	5 yr warr	
✓	100psi 1" POLY PIPE		
✓	WIRE; FITTINGS; STAINLESS STEEL CLAMPS		
✓	2 YR. WARRANTEE MFG. DEFECTS AND WORKMANSHIP ONLY		
✓	GUARANTEED COVERAGE		
1	CAGE FOR BACKFLOW PREVENTION		
Materials total			

LABOR

HOURS	DESCRIPTION	CHARGES	TOTAL
	ALL PARTS AND LABOR ARE INCLUDED IN THIS ESTIMATE		
	DEPOSIT REQUIRED BEFORE PERMIT IS OBTAINED		
	HOMEOWNER IS RESPONSIBLE TO MARK PROPERTY LINES		
	ECL is not responsible for unmarked or subcode lines, wires, etc.		
	3 ZONES w/ DL LATCHING SOLENOIDS + WIRELESS TIMER		
	Accepted By: _____		
Labor total			
Total estimate			4100

WATER SUPPLY TO BE PROVIDED BY THE CITY

5/14

Attachment: UNDERGROUND SPRINKLER SYSTEM QUOTES 2021 (2021-234 : Rescinding Resolution 2020-283 and authorizing a contract for



Garden Irrigation Co., Inc.

SHELDON ROGERS NJDEP LICENSE #15604

GREGG ROGERS NJDEP LICENSE #21222

HIC #13VH00194700

316 Tennent Road
Morganville, NJ 07751

3005 Veterans Highway
Feasterville, Pa 19053

NJ:732-972-9100
PA:215-322-5800
Fax:732-972-2995

Date: April 28, 2021

Phone: Home ()

Work ()

Cell (732) 312-7579

E-mail: iksnivip@aol.com

Salesperson: Gregg Rogers

INSTALLATION CONTRACT

Owner(s) Name: Veterans Park

Address: 5th Avenue & Berg Street

Asbury Park, NJ 07712

PRINCIPAL PRODUCTS AND MATERIALS TO BE USED IN YOUR INSTALLATION:

Controller (Mfr/Size) ☒ Hunter ☐ Rain Bird ICC-2 outdoor Zones/Valves (Mfr/Approx. Qty) ☒ Hunter ☐ Rain Bird PGV

Rotary heads (Mfr/Approx. Qty) ☒ Hunter ☐ Rain Bird PGP Ultra Spray Heads (Mfr/Approx. Qty) ☒ Hunter ☐ Rain Bird Pro

Water Supply (Size/Source): ☒ 3/4" ☐ 1" ☐ Copper / ☐ Pex / ☐ CPVC ☒ Municipal ☐ Well Notes/Location curb

Approximate Permit Price (Not in Contract Price Payable to Township) TBD by Twp Winterization Price (Not in Contract Price) \$

Notes/ Omitted Areas: 54 heads

Rotary garden to kidney shaped bed

Options: 1. 2 wire - expandability + \$500.00

3. _____

2. _____ 4. _____

Work To Be Started On Or About / / Work To Be Completed On Or About / /

It is understood by and between parties to this Installation Contract that Contractor may not begin work as described herein unless and until all applicable permits are issued by governmental and / or regulatory authorities.

Purchase Price:	\$ 7,860.00	Deposit:	\$ 2,000.00
Permit Processing Fee:	\$ 50.00	Phase I Payment:	\$ 2,885.00
Options Total:	\$	Payment Due Upon Completion/Instruction:	\$ 3,000.00
Total Cash Price*:	\$ 7,910.00	Balance Due After Final Inspection:	\$ 25.00
*Subject to below terms and conditions		Total of Payments	\$ 7,910.00

SYSTEM INCLUDES:

- Design and Installation by a Nationally Certified Irrigation Contractor in business since 1966
- Brass backflow preventor approved by all local and state codes
- 100 psi polyethylene piping for the entire system with insert fittings and stainless steel clamps
- PVC piping and fittings all schedule 40 and glued with PVC cement

GARDEN IRRIGATION OFFERS:

- A fully staffed office to handle any questions or concerns
- Experienced technicians in the field to service your system for years to come
- A company that is licensed, insured, and bonded
- A company that was started in 1966 with the same ownership - not a franchise and not bought or sold

LICENSES AND CERTIFICATIONS:

- Gregg Rogers Licensed Irrigation Contractor 21222
- Sheldon Rogers Licensed Irrigation Contractor 15604
- Water Sense Certified by the EPA to ensure a properly designed and efficient irrigation system
- LICBP #667054
- HIC #13VH00194700
- Backflow Certification #7943
- Member of Better Business Bureau; New Jersey Irrigation Assoc.; National Irrigation Assoc.

1. Meaning of Words. "Contract" means this Installation Contract. As used in this Contract, "Owner" means Owner(s) identified above and "Contractor" means Garden Irrigation Co., Inc.

THIS CONTRACT IS ALSO SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE WHICH ARE MADE A PART HEREOF AND OWNER ACKNOWLEDGES THAT HE OR SHE HAS READ.

Initial

OFFICE USE ONLY

Municipality _____ Pressure _____ psi Billing Code _____ Survey Rec'd _____

2. Work to be Performed. The Contractor shall furnish and install an automatic lawn sprinkler system and any additional work as described above at the Owner's address. Contractor guarantees complete coverage of all lawn areas except in omitted areas (defined above). Landscaping areas are not guaranteed to be covered unless specific shrub zones are purchased. Contractor shall be permitted to make all necessary alterations that are in its judgment required to accomplish the work to be performed. Contractor will make every effort to minimize damage to lawns, shrubs and property, but by reason of the nature of the work will not be held responsible for any damage caused during installation.

3. Guarantee of Materials. All materials are guaranteed in the event of a manufacturing defect for **2 years** from the date of installation to the extent of the manufacturer's warranty. This guarantee does not cover the replacements or repair of any materials necessitated by anything other than a manufacturing defect.

4. Service Warranty. Contractor agrees to provide free service for a period of **1 year** from the actual date of completion of installation. Contractor agrees to make all service calls provided herein within a reasonable time after receiving notice from Owner. Contractor shall not be liable for any damage caused by reason of delay for any reason beyond the control of the Contractor in making a service call. Service under this section includes movement of up to two sprinkler heads a maximum of six feet combined. No more than two service calls for the movement of sprinkler heads are permitted under this section. The raising or lowering of a sprinkler head constitutes movement of a sprinkler head. Service under this section DOES NOT include: a) winterization; b) re-programming of timer; c) general check-up or spring turn-on; d) movement of sprinkler heads caused by objects placed on property after date of installation; e) installation of additional heads caused by objects placed on property after date of installation; f) problems with Owner's lawn/property that are not caused by the installed sprinkler system, i.e., leak in sump pump, fungus on grass, etc. If Contractor is requested to provide to Owner additional service(s) not covered by this section or otherwise by this Contract, a separate Contract signed by both parties shall be necessary. The warranty provided by this section will automatically terminate if the installed sprinkler system is SERVICED or WINTERIZED by a person or company other than the Contractor or another Nationally Certified Irrigation Installer.

5. Winterization. The sprinkler system installed by Contractor requires a once-a-year winterization. Contractor offers, as an option under this Contract, winterization service at an additional charge. The price quoted in this contract is for the initial year only. Owner is solely responsible to ensure that sprinkler system is winterized prior to first frost. If any other person or company other than the Contractor or another Nationally Certified Irrigation Installer performs winterization of the installed system, the Guarantee of Materials and Service Warranty described herein shall be null and void, with the exception of any applicable manufacturer's product guarantee. Where Contractor provides winterization, Contractor shall not be held responsible for any damage caused by cold and/or inclement weather. It is understood by Owner that winterization does not always provide complete protection against certain hazards that may exist in adverse weather conditions.

6. Completion Date and Final Payment Due. Contractor shall make a good faith effort to complete the installation on or about the date mentioned above. If completion date is not met by the Contractor, the Contractor shall not be held responsible for any delay or damage to landscaping, or grass due to non-watering. If completion date is delayed due to Owner, additional cost of 10% of the contract price will be charged to the Owner. The Contractor is not responsible for completion of the job in the event of any cause beyond its control. Final payment of \$25 will be due after final inspection certificate.

7. Changes in Property. If Owner installs/changes patios, decks, fence, landscape, pool, shed, playset, invisible dog fence or other structures on the property, Contractor is not responsible for cost of changes to the sprinkler system. Additional charges must be authorized before outside work can begin.

8. Notification of Utilities. Owner must notify the Contractor of the exact location of any underground utilities, structures, or improvements on the property (e.g., gas lines to barbecue, electric lines for pools, drains on property, etc.) These must be marked w/spray paint & marking flags. Contractor shall not be responsible for underground utilities and town permits. Contractor is not responsible for damage to any underground objects whose locations were not revealed to the Contractor prior to the installation.

9. Additional Charges for Installation. If sod is installed before installation of the sprinkler system and must be lifted to install the sprinkler system, there shall be an additional charge of \$150.00 per zone. If the yard changes from the time of the estimate to the time of installation and additional labor or materials are required, there shall be an additional charge to the Owner quoted in advance. In the event that unanticipated subsurface soil conditions are encountered, such as excessive rocks, tree roots or other buried materials, Owner agrees to compensate Contractor \$200.00 for each zone where such subsurface materials are located. If additional equipment is necessary, Owner is responsible for additional charges to be agreed upon between Owner and Contractor. If completion date is "as required", additional costs will be incurred by Owner if Owner does not request that the system be installed within three months from the date of this Contract. All additional charges must be agreed upon in writing by Owner and Contractor. System requires a minimum of 12 gpm @45 psi. If water service is inadequate, Owner will incur additional charges to meet minimum system requirements.

10. Installation of Underground Lawn Sprinklers. The Contractor shall have the sole authority to select the placement of the sprinkler heads, valve box, clock/timer, and plumbing tap and backflow. If Owner requests movement of the valve box, Owner will be charged either \$500.00 per box or \$100.00 per zone for the first 10 feet, \$50.00 per foot thereafter - whichever is greater of the two. If Owner requests movement of the clock/timer, Owner will be charged \$150.00 per clock for the first 10 feet, \$10.00 per foot thereafter. If Owner requests movement of the plumbing tap or backflow, Owner will be charged a minimum of \$500.00.

11. Property Lines. Contractor shall not be held liable or responsible in the event it installs a portion of the sprinkler system beyond the Owner's property lines unless the Owner has had a professional surveyor stake the property lines as of the date of installation.

12. Severability. Should any provision of this Contract be held invalid or unenforceable by any court of competent jurisdiction, all other provisions shall continue in full force and effect.

13. Entire Agreement. This Contract constitutes the entire understandings between the parties and they each represent that there have been no representations, warranties, covenants or undertakings other than those set forth herein.

14. Modification or Waiver. No modification or waiver of any of the terms of this Contract shall be valid unless in writing and executed by all parties.

15. Payment. All materials remain property of the Contractor until final payment is received. The deposit is non-refundable. Owner shall make final payment by cash or certified check upon completion. A 2% service charge per month on the remaining balance will be charged if not paid within ten days. Returned check fee of \$35 will apply for each occurrence.

16. Miscellaneous. This Contract shall be binding when accepted and signed by the Owner and the Contractor. This Contract shall be governed by the laws of the State of New Jersey. In the event of any litigation between Owner and Contractor, Owner consents to the exclusive jurisdiction of the Superior Court of New Jersey, Monmouth County or U.S. District Court for the District of New Jersey and agrees that Contractor, if the prevailing party, shall be entitled to an award of attorneys' fees and other costs of litigation. This Contract shall be binding upon the parties, their successors, legal representatives and assigns.

By signing below, you acknowledge that: 1) you have read the entire Contract before signing it; and 2) you have received a legible, completely filled-in copy of this Contract.

FOR INFORMATION ABOUT CONTRACTORS AND THE CONTRACTORS' REGISTRATION ACT, CONTACT THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF CONSUMER AFFAIRS AT 1-888-656-6225.

NOTICE TO CONSUMER

YOU MAY CANCEL THIS CONTRACT AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER RECEIVING A COPY OF THIS CONTRACT. IF YOU WISH TO CANCEL THIS CONTRACT, YOU MUST EITHER:

- 1. SEND A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED; OR**
- 2. PERSONALLY DELIVER A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION TO GARDEN IRRIGATION, 316 TENNENT ROAD, MORGANVILLE, NJ 07751, 732-972-9100**

If you cancel this contract within the three-day period, you are entitled to a full refund of your money. Refunds must be made within 30 days of the contractor's receipt of the cancellation notice.

Salesperson Name / Address Gregg Rogers

316 Tennent Road, Morganville, NJ 07751

Salesperson Signature _____ Owner's Signature _____

Garden Irrigation

underground lawn sprinklers

Garden Irrigation Co., Inc.

SHELDON ROGERS NJDEP LICENSE #15604

GREGG ROGERS NJDEP LICENSE #21222

HIC: #13VH00194700

316 Tennent Road
Morganville, NJ 07751

3005 Veterans Highway
Feasterville, Pa 19053

NJ:732-972-9100
PA:215-322-5800
Fax:732-972-2996

Date: September 25, 2019

Phone: Home ()

Work ()

Cell (732) 312-7579

E-mail: robert.bianchini@cityofasburypark.com

Salesperson: Gregg Rogers

INSTALLATION CONTRACT

Owner(s) Name: Asbury Park Public Works

Address: 9 Main Street, Asbury Park, NJ 07712

Subject Property: Cannonball Park, Corner of Cookman Ave & Grand Ave.

PRINCIPAL PRODUCTS AND MATERIALS TO BE USED IN YOUR INSTALLATION:

Controller (Mfr/Size) ☒ Hunter ☐ Rain Bird Node * Zones/Valves (Mfr/Approx. Qty) ☒ Hunter ☐ Rain Bird PGV
 Rotary heads (Mfr/Approx. Qty) ☒ Hunter ☐ Rain Bird PGP Ultra Spray Heads (Mfr/Approx. Qty) ☒ Hunter ☐ Rain Bird Pro
 Water Supply (Size/Source): ☒ 3/4" ☐ 1" ☐ Copper / ☐ Pex / ☐ CPVC ☒ Municipal ☐ Well Notes/Location Curb
 Approximate Permit Price (Not in Contract Price Payable to Township) TBD City Winterization Price (Not in Contract Price) \$ 125
 Notes/ Omitted Areas: Install irrigation at Cannonball Park - The City to have water connection available at curb
 * Battery operated

Options: 1. _____ 3. _____
 2. _____ 4. _____

Work To Be Started On Or About ____ / ____ / ____ Work To Be Completed On Or About ____ / ____ / ____

It is understood by and between parties to this Installation Contract that Contractor may not begin work as described herein unless and until all applicable permits are issued by governmental and / or regulatory authorities.

Purchase Price:	\$ 4,500.00	Deposit:	\$ 1,000.00
Permit Processing Fee:	\$ 0.00	Phase I Payment:	\$ 0.00
Options Total:	\$	Payment Due Upon Completion/Instruction:	\$ 3,500.00
Total Cash Price*:	\$ 4,500.00	Balance Due After Final Inspection:	\$ 0.00
*Subject to below terms and conditions		Total of Payments:	\$ 4,500.00

SYSTEM INCLUDES:

- Design and Installation by a Nationally Certified Irrigation Contractor in business since 1966
- Brass backflow preventor approved by all local and state codes
- 100 psi polyethylene piping for the entire system with insert fittings and stainless steel clamps
- PVC piping and fittings all schedule 40 and glued with PVC cement

GARDEN IRRIGATION OFFERS:

- A fully staffed office to handle any questions or concerns
- Experienced technicians in the field to service your system for years to come
- A company that is licensed, insured, and bonded
- A company that was started in 1966 with the same ownership - not a franchise and not bought or sold

LICENSES AND CERTIFICATIONS:

- Gregg Rogers Licensed Irrigation Contractor 21222
- Sheldon Rogers Licensed Irrigation Contractor 15604
- Water Sense Certified by the EPA to ensure a properly designed and efficient irrigation system
- LICBP #667054
- HIC #13VH00194700
- Backflow Certification #7943
- Member of Better Business Bureau; New Jersey Irrigation Assoc.; National Irrigation Assoc.

1. **Meaning of Words.** "Contract" means this Installation Contract. As used in this Contract, "Owner" means Owner(s) identified above and "Contractor" means Garden Irrigation Co., Inc.

THIS CONTRACT IS ALSO SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE WHICH ARE MADE A PART HEREOF AND OWNER ACKNOWLEDGES THAT HE OR SHE HAS READ.

Initial

OFFICE USE ONLY

Municipality _____ Pressure _____ psi Billing Code _____ Survey Rec'd _____

2. Work to be Performed. The Contractor shall furnish and install an automatic lawn sprinkler system and any additional work as described above at the Owner's address. Contractor guarantees complete coverage of all lawn areas except in omitted areas (defined above). Landscaping areas are not guaranteed to be covered unless specific shrub zones are purchased. Contractor shall be permitted to make all necessary alterations that are in its judgment required to accomplish the work to be performed. Contractor will make every effort to minimize damage to lawns, shrubs and property, but by reason of the nature of the work will not be held responsible for any damage caused during installation.

3. Guarantee of Materials. All materials are guaranteed in the event of a manufacturing defect for **2 years** from the date of installation to the extent of the manufacturer's warranty. This guarantee does not cover the replacements or repair of any materials necessitated by anything other than a manufacturing defect.

4. Service Warranty. Contractor agrees to provide free service for a period of **1 year** from the actual date of completion of installation. Contractor agrees to make all service calls provided herein within a reasonable time after receiving notice from Owner. Contractor shall not be liable for any damage caused by reason of delay for any reason beyond the control of the Contractor in making a service call. Service under this section includes movement of up to two sprinkler heads a maximum of six feet combined. No more than two service calls for the movement of sprinkler heads are permitted under this section. The raising or lowering of a sprinkler head constitutes movement of a sprinkler head. Service under this section DOES NOT include: a) winterization; b) re-programming of timer; c) general check-up or spring turn-on; d) movement of sprinkler heads caused by objects placed on property after date of installation; e) installation of additional heads caused by objects placed on property after date of installation; f) problems with Owner's lawn/property that are not caused by the installed sprinkler system, i.e., leak in sump pump, fungus on grass, etc. If Contractor is requested to provide to Owner additional service(s) not covered by this section or otherwise by this Contract, a separate Contract signed by both parties shall be necessary. The warranty provided by this section will automatically terminate if the installed sprinkler system is SERVICED or WINTERIZED by a person or company other than the Contractor or another Nationally Certified Irrigation Installer.

5. Winterization. The sprinkler system installed by Contractor requires a once-a-year winterization. Contractor offers, as an option under this Contract, winterization service at an additional charge. The price quoted in this contract is for the initial year only. Owner is solely responsible to ensure that sprinkler system is winterized prior to first frost. If any other person or company other than the Contractor or another Nationally Certified Irrigation Installer performs winterization of the installed system, the Guarantee of Materials and Service Warranty described herein shall be null and void, with the exception of any applicable manufacturer's product guarantee. Where Contractor provides winterization, Contractor shall not be held responsible for any damage caused by cold and/or inclement weather. It is understood by Owner that winterization does not always provide complete protection against certain hazards that may exist in adverse weather conditions.

6. Completion Date and Final Payment Due. Contractor shall make a good faith effort to complete the installation on or about the date mentioned above. If completion date is not met by the Contractor, the Contractor shall not be held responsible for any delay or damage to landscaping, or grass due to non-watering. If completion date is delayed due to Owner, additional cost of 10% of the contract price will be charged to the Owner. The Contractor is not responsible for completion of the job in the event of any cause beyond its control. Final payment of \$25 will be due after final inspection certificate.

7. Changes in Property. If Owner installs/changes patios, decks, fence, landscape, pool, shed, playset, invisible dog fence or other structures on the property, Contractor is not responsible for cost of changes to the sprinkler system. Additional charges must be authorized before outside work can begin.

8. Notification of Utilities. Owner must notify the Contractor of the exact location of any underground utilities, structures, or improvements on the property (e.g., gas lines to barbecue, electric lines for pools, drains on property, etc.) These must be marked w/spray paint & marking flags. Contractor shall not be responsible for underground utilities and town permits. Contractor is not responsible for damage to any underground objects whose locations were not revealed to the Contractor prior to the installation.

9. Additional Charges for Installation. If sod is installed before installation of the sprinkler system and must be lifted to install the sprinkler system, there shall be an additional charge of \$150.00 per zone. If the yard changes from the time of the estimate to the time of installation and additional labor or materials are required, there shall be an additional charge to the Owner quoted in advance. In the event that unanticipated subsurface soil conditions are encountered, such as excessive rocks, tree roots or other buried materials, Owner agrees to compensate Contractor \$200.00 for each zone where such subsurface materials are located. If additional equipment is necessary, Owner is responsible for additional charges to be agreed upon between Owner and Contractor. If completion date is "as required", additional costs will be incurred by Owner if Owner does not request that the system be installed within three months from the date of this Contract. All additional charges must be agreed upon in writing by Owner and Contractor. System requires a minimum of 12 gpm @45 psi. If water service is inadequate, Owner will incur additional charges to meet minimum system requirements.

10. Installation of Underground Lawn Sprinklers. The Contractor shall have the sole authority to select the placement of the sprinkler heads, valve box, clock/timer, and plumbing tap and backflow. If Owner requests movement of the valve box, Owner will be charged either \$500.00 per box or \$100.00 per zone for the first 10 feet, \$50.00 per foot thereafter - whichever is greater of the two. If Owner requests movement of the clock/timer, Owner will be charged \$150.00 per clock for the first 10 feet, \$10.00 per foot thereafter. If Owner requests movement of the plumbing tap or backflow, Owner will be charged a minimum of \$500.00.

11. Property Lines. Contractor shall not be held liable or responsible in the event it installs a portion of the sprinkler system beyond the Owner's property lines unless the Owner has had a professional surveyor stake the property lines as of the date of installation.

12. Severability. Should any provision of this Contract be held invalid or unenforceable by any court of competent jurisdiction, all other provisions shall continue in full force and effect.

13. Entire Agreement. This Contract constitutes the entire understandings between the parties and they each represent that there have been no representations, warranties, covenants or undertakings other than those set forth herein.

14. Modification or Waiver. No modification or waiver of any of the terms of this Contract shall be valid unless in writing and executed by all parties.

15. Payment. All materials remain property of the Contractor until final payment is received. The deposit is non-refundable. Owner shall make final payment by cash or certified check upon completion. A 2% service charge per month on the remaining balance will be charged if not paid within ten days. Returned check fee of \$35 will apply for each occurrence.

16. Miscellaneous. This Contract shall be binding when accepted and signed by the Owner and the Contractor. This Contract shall be governed by the laws of the State of New Jersey. In the event of any litigation between Owner and Contractor, Owner consents to the exclusive jurisdiction of the Superior Court of New Jersey, Monmouth County or U.S. District Court for the District of New Jersey and agrees that Contractor, if the prevailing party, shall be entitled to an award of attorneys' fees and other costs of litigation. This Contract shall be binding upon the parties, their successors, legal representatives and assigns.

By signing below, you acknowledge that: 1) you have read the entire Contract before signing it; and 2) you have received a legible, completely filled-in copy of this Contract.

FOR INFORMATION ABOUT CONTRACTORS AND THE CONTRACTORS' REGISTRATION ACT, CONTACT THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF CONSUMER AFFAIRS AT 1-888-656-6225.

NOTICE TO CONSUMER

YOU MAY CANCEL THIS CONTRACT AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER RECEIVING A COPY OF THIS CONTRACT. IF YOU WISH TO CANCEL THIS CONTRACT, YOU MUST EITHER:

- 1. SEND A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED; OR**
- 2. PERSONALLY DELIVER A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION TO GARDEN IRRIGATION, 316 TENNENT ROAD, MORGANVILLE, NJ 07751, 732-972-9100**

If you cancel this contract within the three-day period, you are entitled to a full refund of your money. Refunds must be made within 30 days of the contractor's receipt of the cancellation notice.

Salesperson Name / Address Gregg Rogers

316 Tennent Road, Morganville, NJ 07751

Salesperson Signature _____ Owner's Signature _____

T&M ASSOCIATES
CONSULTING & MUNICIPAL ENGINEERS
ELEVEN TINDALL ROAD
MIDDLETOWN, NEW JERSEY 07748

SHEET NO. 1 OF 2
PROJECT NO. ASPK-00764

CHANGE ORDER NO. 2

DATE: January 15, 2020
PROJECT: Deal Lake Drive Improvements
OWNER: City of Asbury Park
CONTRACTOR: Black Rock Enterprises, LLC

DESCRIPTION OF CHANGE:

REDUCTIONS:

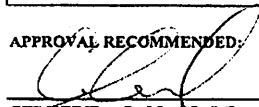
Various items are reduced to reflect current as-built quantities.

EXTRA:

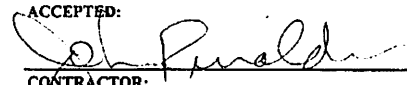
Various items are increased to reflect current as-built quantities.

SUPPLEMENTARY:

APPROVAL RECOMMENDED:


CHRISTINE A. BALLARD, P.E.

ACCEPTED:


CONTRACTOR:
Black Rock Enterprises, LLC

OWNER'S APPROVALS:

NOTE: All work to be done
according to Contract
Specifications.

SEE ATTACHED DETAIL	ADDITIONAL	REDUCTION
A. TOTAL REDUCTIONS THIS C.O.	XXXXXXXXXXXX	\$25,991.00
B. TOTAL EXTRAS THIS C.O.	\$25,991.00	XXXXXXXXXXXX
C. TOTAL SUPPLEMENTARY THIS C.O.	\$0.00	XXXXXXXXXXXX
TOTALS THIS C.O.	\$25,991.00	\$25,991.00
NET CHANGE THIS CHANGE ORDER		\$0.00
PREVIOUS CHANGE ORDERS	\$163,642.00	\$163,642.00
TOTAL CHANGE ORDERS TO DATE	\$189,633.00	\$189,633.00
NET CHANGE IN CONTRACT		\$0.00

ORIGINAL CONTRACT BID PRICE		\$1,138,701.05
CHANGE ORDERS TO DATE	0.00%	\$0.00
REVISED CONTRACT PRICE		\$1,138,701.05

CHANGE ORDER NO. 2

SHEET NO. 2 OF 2

PROJECT NO. ASPK-00764

PROJECT: Deal Lake Drive Improvements

OWNER: City of Asbury Park

CONTRACTOR: Black Rock Enterprises, LLC

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	AMOUNT
18	12" RCP, Class V w/O-Ring Gaskets	87.00	LF	\$75.00	\$6,525.00
19	15" RCP, Class V w/O-Ring Gaskets	36.00	LF	\$79.00	\$2,844.00
21	14" Ductile Iron Pipe, Class 52	34.00	LF	\$100.00	\$3,400.00
S-1	10", PVC SDR-35	3.00	LF	\$74.00	\$222.00
S-4	Inlet Type "B" Modified	2.00	UN	\$6,500.00	\$13,000.00
REDUCTIONS					

A. TOTAL REDUCTIONS

\$25,991.00

7	Police Traffic Directors (If & Where Directed)	143.25	HR	\$75.00	\$10,744.00
20	12" Ductile Iron Pipe, Class 52	43.00	LF	\$100.00	\$4,300.00
22	Inlet, Type B	1.00	UN	\$3,550.00	\$3,550.00
24	Inlet, Type E	1.00	UN	\$4,000.00	\$4,000.00
S-2	12", PVC SDR-35	28.00	LF	\$77.00	\$2,156.00
S-3	15", HDPE	17.00	LF	\$73.00	\$1,241.00
EXTRA					

B. TOTAL EXTRA

\$25,991.00

					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
SUPPLEMENTARY					

C. TOTAL SUPPLEMENTARY

\$0.00

Attachment: DEAL LAKE DRIVE CHANGE ORDER #2 (2021-235 : Authorizing Change Order Number 2, 3 & 4 for Deal Lake Drive Improvements

CHANGE ORDER NO. 3

DATE: August 19, 2020
PROJECT: Deal Lake Drive Improvements
OWNER: City of Asbury Park
CONTRACTOR: Black Rock Enterprises, LLC

DESCRIPTION OF CHANGE:	
REDUCTIONS:	Various items are reduced to reflect current as-built quantities.
EXTRA:	Various items are increased to reflect current as-built quantities.
SUPPLEMENTARY:	

APPROVAL RECOMMENDED:
Francis W. Mulligan
FRANCIS W. MULLIGAN, P.E., C.M.E.
ACCEPTED:
Josephine...
CONTRACTOR:
Black Rock Enterprises, LLC
OWNERS APPROVALS:

NOTE: All work to be done according to Contract Specifications.

SEE ATTACHED DETAIL	ADDITIONAL	REDUCTION
A. TOTAL REDUCTIONS THIS C.O.	XXXXXXXXXXXX	\$113,812.35
B. TOTAL EXTRAS THIS C.O.	\$113,812.35	XXXXXXXXXXXX
C. TOTAL SUPPLEMENTARY THIS C.O.	\$0.00	XXXXXXXXXXXX
TOTALS THIS C.O.	\$113,812.35	\$113,812.35
NET CHANGE THIS CHANGE ORDER	\$0.00	
PREVIOUS CHANGE ORDERS	\$163,642.00	\$163,642.00
TOTAL CHANGE ORDERS TO DATE	\$277,454.35	\$277,454.35
NET CHANGE IN CONTRACT	\$0.00	

ORIGINAL CONTRACT BID PRICE \$1,138,701.05
CHANGE ORDERS TO DATE 0.00%
REVISED CONTRACT PRICE \$1,138,701.05

CHANGE ORDER NO. 3

SHEET NO. 2 OF 2

PROJECT NO. ASPK-00764

PROJECT: Deal Lake Drive Improvements

OWNER: City of Ashbury Park

CONTRACTOR: Black Rock Enterprises, LLC

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
17	HMA 19M64 Base Course, 4" Thick	989.67 Tons	\$115.00	\$113,812.35
REDUCTION				\$0.00
				\$0.00
				\$0.00
				\$0.00

A. TOTAL REDUCTIONS

\$113,812.35

13	HMA Milling, 3" or Less (If & Where Dir)	9913.00 SY	\$5.00	\$49,565.00
16	HMA 9.5M64 Surface Course, 2" Thick	572.03 TONS	\$95.00	\$54,342.85
36	Traffic Stripes, Long Life, Thermo, 4" Wide	10030.00 LF	\$0.65	\$6,519.50
37	Traffic Stripes, Long Life, Thermo, 24" Wide	100.00 LF	\$3.85	\$385.00
38	Traffic Markings, Long Life, Thermoplastic	500.00 LF	\$6.00	\$3,000.00
EXTRA				\$0.00

B. TOTAL EXTRA

\$113,812.35

SUPPLEMENTARY				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

C. TOTAL SUPPLEMENTARY

\$0.00



YOUR GOALS. OUR MISSION.

ASPK-00764

May 3, 2021

Via Email

Ms. Donna M. Vieiro, City Manager
City of Asbury Park
One Municipal Plaza
Asbury Park, New Jersey 07712

**Re: City of Asbury Park
Deal Lake Drive Improvements
Black Rock Enterprises, LLC
Change Order Number 4**

Dear Ms. Vieiro:

Please find enclosed signed originals of Change Order Number 4 for processing at the next City Council meeting. This Change Order is due to various item adjustments to reflect as built quantities as well as additional work requested by the City. This change order represents a zero dollar (\$0.00) change order and has no impact or increase to the overall project budget.

The adjusted contract price for this project is \$1,138,701.05. The net change in contract for **Change Order Number 4 is \$0.00**

No time extension is requested at this time.

If you have any questions or need additional information, please do not hesitate to contact me.

Very truly yours,

T&M ASSOCIATES

JASON D. HARZOLD
PRINCIPAL PROJECT MANAGER

On Behalf of:

FRANCIS W. MULLAN, P.E., C.M.E.,
ASBURY PARK CITY ENGINEER

JDH:jdH

Enclosures

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

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T&M ASSOCIATES
CONSULTING & MUNICIPAL ENGINEERS
ELEVEN TINDALL ROAD
MIDDLETOWN, NEW JERSEY 07748

SHEET NO. 1 OF 2
PROJECT NO. ASPK-00764

CHANGE ORDER NO. 4

DATE: April 3, 2021

PROJECT: Deal Lake Drive Improvements

OWNER: City of Asbury Park

CONTRACTOR: Black Rock Enterprises, LLC

DESCRIPTION OF CHANGE:

REDUCTIONS:

Various items are reduced to reflect current as-built quantities.

EXTRA:SUPPLEMENTARY:

- S-7 B Inlet Frame/Grate Curb Piece increased to reflect as-built quantity
S-8 Concrete Wheelstops

APPROVAL RECOMMENDED:

Francis W. Mullan
FRANCIS W. MULLAN, P.E., C.M.E.

ACCEPTED:

Jacqueline Vale
CONTRACTOR:
Black Rock Enterprises, LLC

OWNER'S APPROVALS:

NOTE: All work to be done
according to Contract
Specifications.

SEE ATTACHED DETAIL	ADDITIONAL	REDUCTION
A. TOTAL REDUCTIONS THIS C.O.	XXXXXXXXXX	\$4,235.00
B. TOTAL EXTRAS THIS C.O.	\$0.00	XXXXXXXXXX
C. TOTAL SUPPLEMENTARY THIS C.O.	\$4,235.00	XXXXXXXXXX
TOTALS THIS C.O.	\$4,235.00	\$4,235.00
NET CHANGE THIS CHANGE ORDER		\$0.00
PREVIOUS CHANGE ORDERS	\$277,454.35	\$277,454.35
TOTAL CHANGE ORDERS TO DATE	\$281,689.35	\$281,689.35
NET CHANGE IN CONTRACT	\$0.00	

ORIGINAL CONTRACT BID PRICE

\$1,138,701.05

CHANGE ORDERS TO DATE

0.00%

\$0.00

REVISED CONTRACT PRICE

\$1,138,701.05

CHANGE ORDER NO. 4

SHEET NO. 2 OF 2
PROJECT NO. ASPK-00764

PROJECT: Deal Lake Drive Improvements

OWNER: City of Asbury Park

CONTRACTOR: Black Rock Enterprises, LLC

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
7	Police Traffic Directors (If & Where Dir.)	56.47 HR	\$75.00	\$4,235.00
REDUCTIONS				\$0.00
				\$0.00
				\$0.00
				\$0.00

A. TOTAL REDUCTIONS \$4,235.00

EXTRA				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

B. TOTAL EXTRA \$0.00

SUPPLEMENTARY	S-7	B Inlet Frame/Grate Curb Piece	1.00 Unit	\$905.00	\$905.00
	S-8	Concrete Wheelstops	18.00 Unis	\$185.00	\$3,330.00
					\$0.00
					\$0.00
					\$0.00

C. TOTAL SUPPLEMENTARY \$4,235.00



YOUR GOALS. OUR MISSION.

ASPK-00756

April 23, 2021

Via Email

Ms. Donna M. Vieiro, City Manager
City of Asbury Park
One Municipal Plaza
Asbury Park, New Jersey 07712

Re: City of Asbury Park
Bridge Street Improvements and Heck Street Improvements
Lucas Brothers, Inc.
Change Order Number 5

Dear Ms. Vieiro:

Please find enclosed signed originals of Change Order Number 5 for processing at the next City Council meeting. This Change Order is due to various item adjustments to reflect as built quantities as well as additional work requested by the City. This change order represents as-built quantity adjustments only and has zero impact or increase to the overall project budget.

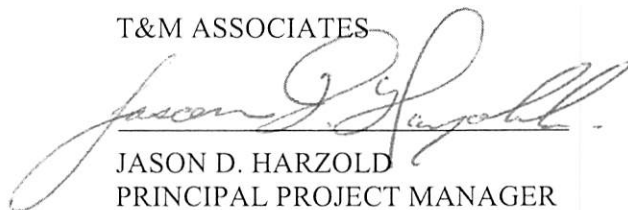
The adjusted contract price for this project is \$1,995,705.31. The net change in contract for **Change Order Number 5** is **\$0.00**

No time extension is requested at this time.

If you have any questions or need additional information, please do not hesitate to contact me.

Very truly yours,

T&M ASSOCIATES



JASON D. HARZOLD
PRINCIPAL PROJECT MANAGER

On Behalf of:
FRANCIS W. MULLAN, P.E., C.M.E.,
ASBURY PARK CITY ENGINEER

JDH:jdH

Enclosures

Cc: Melody Hartsgrove, City Clerk (via email)
JoAnn Boos, CFO (via email)
Tracy Lizardi, Purchasing Agent
James Foster, Treasurer (via email)

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T&M ASSOCIATES
CONSULTING & MUNICIPAL ENGINEERS
ELEVEN TINDALL ROAD
MIDDLETOWN, NEW JERSEY 07748

SHEET NO. 1 OF 2
PROJECT NO. ASPK-00763

CHANGE ORDER NO. 5

DATE: April 21, 2021
PROJECT: Bridge Street Improvements and Heck Street Improvements
OWNER: City of Ashbury Park
CONTRACTOR: Lucas Brothers, Inc.

DESCRIPTION OF CHANGE:

REDUCTIONS:

Various items reduced to reflect as-built quantities

EXTRA:

Various items increased to reflect as-built quantities

SUPPLEMENTARY:

S-A2 Allowance for Unforeseen Conditions
S-A3 Additional Sewer Work on Fifth Avenue
S-A4 Additional Sewer Work on Grand Avenue

S-B6 Black Fiber Landscape Mulch
S-B9 Inlet Repair on Bangs Avenue
S-B10 Bulldozer with Operator Daily Rate

APPROVAL RECOMMENDED:

Francis W. Mullan
FRANCIS W. MULLAN, P.E., C.M.E.

ACCEPTED:

Edward R. Kory
CONTRACTOR:
Lucas Brothers, Inc.

OWNER'S APPROVALS:

NOTE: All work to be done
according to Contract
Specifications.

SEE ATTACHED DETAIL	ADDITIONAL	REDUCTION
A. TOTAL REDUCTIONS THIS C.O.	XXXXXXXXXXXX	\$302,223.96
B. TOTAL EXTRAS THIS C.O.	\$125,342.66	XXXXXXXXXXXX
C. TOTAL SUPPLEMENTARY THIS C.O.	\$176,881.30	XXXXXXXXXXXX
TOTALS THIS C.O.	\$302,223.96	\$302,223.96
NET CHANGE THIS CHANGE ORDER		\$0.00
PREVIOUS CHANGE ORDERS	\$203,036.30	\$179,766.99
TOTAL CHANGE ORDERS TO DATE	\$505,260.26	\$481,990.95
NET CHANGE IN CONTRACT	\$23,269.31	

ORIGINAL CONTRACT BID PRICE

\$1,972,436.00

CHANGE ORDERS TO DATE 1.18%

\$23,269.31

REVISED CONTRACT PRICE

\$1,995,705.31

Attachment: LUCAS BROTHERS CHANGE ORDER #5 (2021-236 : Change Order #5 for Bridge and Heck St Improvements)

CHANGE ORDER NO. 5

SHEET NO. 2 OF 2

PROJECT NO. ASPK-00763

PROJECT: Bridge Street Improvements and Heck Street Improvements

OWNER: City of Asbury Park

CONTRACTOR: Lucas Brothers, Inc.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
A1	Breakaway Barricade	5.00 UNITS	\$1.00	\$5.00
A2	Drum	7.00 UNITS	\$1.00	\$7.00
A3	Traffic Cone	10.00 UNITS	\$1.00	\$10.00
A4	Construction Signs	162.50 SF	\$19.00	\$3,087.50
A5	Police Traffic Directors (If & Where Directed)	327.06 HR	\$75.00	\$24,529.81
A8	Excavation Test Pit	1.22 UNIT	\$450.00	\$550.00
A9	DGA Base Course, 4" Thick (If & Where Dir)	650.00 SY	\$0.01	\$6.50
R A11	Polymerized Joint Adhesive	4800.00 LF	\$0.01	\$48.00
E A12	Tack Coat	450.00 GAL	\$6.00	\$2,700.00
D A15	12" DIP, Class 52 (If & Where Dir)	80.00 LF	\$75.00	\$6,000.00
U A17	Concrete Sidewalk, 4" Thick	503.78 SY	\$60.00	\$30,226.80
C A18	Articulating Sidewalk Joint, 4" Thick (If & Where Dir)	250.00 LF	\$7.50	\$1,875.00
T A19	Reset Slate Sidewalk (If & Where Dir)	407.10 SY	\$110.00	\$44,781.00
I A20	HMA Driveway, 5" Thick	10.80 SY	\$85.00	\$918.00
O A21	Concrete Driveway, Reinforced, 6" Thick	21.12 SY	\$67.00	\$1,415.04
N A22	Detectable Warning Surface	5.78 SY	\$300.00	\$1,734.00
A23	6"x18" Concrete Vertical Curb (If & Where Dir)	70.00 LF	\$28.00	\$1,960.00
A24	Combination Concrete Curb and Gutter	332.00 LF	\$40.00	\$13,280.00
A25	Concrete Gutter, Reinforced, 7" Wide	120.44 SY	\$140.00	\$16,861.60
A29	Sign	160.00 SF	\$39.00	\$6,240.00
A30	6" Polyvinyl Chloride Sewer Pipe (Replacement)	51.50 LF	\$53.00	\$2,729.50
A32	10" Polyvinyl Chloride Sewer Pipe (Replacement)	391.00 LF	\$64.00	\$25,024.00
A33	Sanitary Sewer Service Connection (Replacement)	20.00 UNIT	\$975.00	\$19,500.00
A34	Cleanout (Replacement)	22.00 UNIT	\$200.00	\$4,400.00
A36	Tree Removal, 6" to 18" Diameter (If & Where Dir)	1.00 UNIT	\$970.00	\$970.00
A37	Tree Removal, Over 18" to 30" Dia (If & Where Dir)	1.00 UNIT	\$1,100.00	\$1,100.00
A38	Borrow Topsoiling, 4" Thick	509.00 SY	\$6.50	\$3,308.50
A39	Seeding and Fertilizing, Type G	509.00 SY	\$1.25	\$636.25
A40	Straw Mulching	509.00 SY	\$0.70	\$356.30
A41	Large Deciduous Tree, 2-1/2" Dia, B&B (I&WD)	2.00 UNIT	\$900.00	\$1,800.00
B1	Breakaway Barricade	4.00 UNIT	\$1.00	\$4.00
B2	Drum	15.00 UNIT	\$1.00	\$15.00
B8	Excavation Test Pit	12.00 UNIT	\$550.00	\$6,600.00
B9	DGA Base Course, 4" Thick (If & Where Dir)	200.00 SY	\$0.01	\$2.00
B10	DGA Base Course, Variable Thickness	230.00 CY	\$0.01	\$2.30
B12	Polymerized Joint Adhesive	1830.00 LF	\$0.01	\$18.30
B13	Tack Coat	45.00 GAL	\$6.00	\$270.00
B17	18" RCP, w/O-Ring Gaskets	83.50 LF	\$76.00	\$6,346.00
B18	12" RCP, Class V w/O-Ring Gaskets	27.00 LF	\$75.00	\$2,025.00
B19	15" RCP, Class V w/O-Ring Gaskets	21.00 LF	\$94.00	\$1,974.00
B20	12" High Density Polyethylene Pipe	20.00 LF	\$48.00	\$960.00
R B21	12" DIP, Class 52	5.50 LF	\$110.00	\$605.00
E B22	14" DIP, Class 52	7.00 LF	\$92.00	\$644.00
D B23	4" High Density Polyethylene Underdrain Pipe	10.00 LF	\$32.00	\$320.00
U B25	Inlet, Type B	1.00 UNIT	\$3,700.00	\$3,700.00
C B28	Riprap Stone Channel. Protection, 12" Thick	0.89 SY	\$730.00	\$649.70
T B30	Articulating Sidewalk Joint, 4" Thick	189.00 LF	\$7.50	\$1,417.50
I B32	Concrete Driveway, Reinforced, 6" Thick	33.50 SY	\$67.00	\$2,244.50
O B34	Detectable Warning Surface	4.56 SY	\$300.00	\$1,368.00
N B36	Combination Concrete Curb and Gutter	231.00 LF	\$40.00	\$9,240.00
B37	Concrete Gutter, Reinforced, 7" Wide	35.00 SY	\$140.00	\$4,900.00
B39	Regulatory and Warning Sign	55.75 SF	\$39.00	\$2,174.25
B40	8" Ductile Iron Sewer Pipe (Replacement) (I&WD)	20.00 LF	\$88.00	\$1,760.00
B41	10" Ductile Iron Sewer Pipe (Replacement)	93.29 LF	\$125.00	\$11,661.21
B43	6" Polyvinyl Chloride Sewer Pipe Lateral (Replacement)	1.50 LF	\$95.00	\$142.50
B44	6" Polyvinyl Chloride Sewer Pipe (Replacement)	96.00 LF	\$75.00	\$7,200.00
B45	8" Polyvinyl Chloride Sewer Pipe (Replacement)	109.00 LF	\$65.00	\$7,085.00
B46	Sanitary Sewer Service Connection (Replacement)	2.00 UNIT	\$400.00	\$800.00
B47	Cleanout (Replacement)	3.00 UNIT	\$200.00	\$600.00
B49	Manhole, Sanitary Sewer (Replacement)	1.00 UNIT	\$5,300.00	\$5,300.00
B50	Reset Manhole, Sanitary Sewer, Using Existing Casting (If & Where)	1.00 UNIT	\$1,357.90	\$1,357.90
S-B2	10" Polyvinyl Chloride Sewer Pipe (Replacement)	27.00 LF	\$64.00	\$1,728.00
S-B3	RCA Trench Backfill Material	61.00 TONS	\$20.00	\$1,220.00
S-B4	Removal and Disposal of Unsuitable Backfill Material	61.00 TONS	\$30.00	\$1,830.00

A. TOTAL REDUCTIONS

\$302,223.96

Attachment: LUCAS BROTHERS CHANGE ORDER #5 (2021-236 : Change Order #5 for Bridge and Heck St Improvements)

E X T R A	A13	HMA 9.5M64 Surface Course, 2" Thick	52.97 TON	\$150.00	\$7,945.50
	A14	HMA 19M64 Base Course, 4" Thick	145.16 TON	\$80.00	\$11,612.80
	A31	8" Polyvinyl Chloride Sewer Pipe (Replacement)	518.00 LF	\$56.00	\$29,008.00
	A35	Manhole, Sanitary Sewer (Replacement)	2.00 UNIT	\$5,900.00	\$11,800.00
	B5	Police Traffic Directors (If & Where Directed)	607.20 HR	\$75.00	\$45,540.16
	B29	Concrete Sidewalk, 4" Thick	149.50 SY	\$60.00	\$8,970.00
	B35	6"x18" Concrete Vertical Curb	349.00 LF	\$28.00	\$9,772.00
	B53	Borrow Topsoiling, 4" Thick	78.00 SY	\$6.35	\$495.30
	B55	Seeding and Fertilizing, Type G	78.00 SY	\$1.65	\$128.70
	B56	Straw Mulching	78.00 SY	\$0.90	\$70.20

B. TOTAL EXTRA

\$125,342.66

S U P P L E M E N T A R Y	S-A2	Allowance for Unforeseen Conditions	1.00 LS	\$10,000.00	\$10,000.00
	S-A3	Additional Sewer Work on Fifth Avenue	1.00 LS	\$103,743.50	\$103,743.50
	S-A4	Additional Sewer Work on Grand Avenue	1.00 LS	\$41,950.00	\$41,950.00
	S-B6	Black Fiber Landscape Mulch	1.00 LS	\$2,099.80	\$2,099.80
	S-B7	Inlet Repair on Bangs Avenue	1.00 LS	\$14,688.00	\$14,688.00
	S-B8	Bulldozer with Operator Daily Rate	2.00 DAY	\$2,200.00	\$4,400.00

C. TOTAL SUPPLEMENTARY

\$176,881.30

Executive Summary

AP-05 Executive Summary - 91.200(c), 91.220(b)

1. Introduction

The U.S. Department of Housing & Urban Development (HUD) has determined that the City of Asbury Park is eligible to be an entitlement jurisdiction in the Community Development Block Grant (CDBG) Program. As such the City receives an annual “entitlement” as determined by HUD. In order to meet HUD requirements Asbury Park has prepared its FY 2021 Annual Action Plan for the period of July 1, 2021 through June 30, 2022. This is the second Annual Action Plan component of the HUD approved 2020-2024 Consolidated Plan. This Five Year Consolidated Plan defines goals, objectives and performance measures for the City’s housing, infrastructure, and public service programs. The Annual Action plan serves to streamline the HUD grant application process and to ensure that all annual funding decisions are in line with the goals and objectives outlined within the Consolidated Plan. In FY2021 the City of Asbury Park has been allocated \$410,994 in Community Development Block Grant Funds.

The Community Development Block Grant Program seeks to effectively develop and maintain viable urban communities. Despite continued revitalization, many Asbury Park households experience low income, housing and employment characteristics indicating the need for continued support and more focused services.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

Based on data from both quantitative and qualitative analysis the Asbury Park has identified the following priority needs to address:

1. Improve and expand housing opportunities for low/moderate income households.
2. Improve, maintain and expand municipal infrastructure
3. Support addition and expansion of public services
4. Support improvements to parks, libraries and non profit facilities.
5. Support actions to further economic development and creation of new employment opportunities

3. Evaluation of past performance

Annual Action Plan
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1

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City is responsible for ensuring compliance with all rules and regulations associated with the CDBG entitlement grant program. The City's Annual Action Plans and Consolidated Annual Performance and Evaluation Reports (CAPER) have provided details about the goals projects and programs completed by the City. During the 2015-2019 consolidated Plan:

- 149 residents were provided homeless prevention/utility payment services.
- Upgrades to local roads and sidewalks
- Improvements and upgrades to four local parks located throughout the city
- Installation of security cameras at city intersections
- Purchase of necessary fire equipment
- Annual Community Events
- Improvements to the Boys and Girls Club, Senior Center, Community Affairs and Resource Center

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

Asbury Park Community Development Block Grant applications are presented at a public hearing.

The FY2021 Annual Plan was presented at a public hearing and available for the public to review during a 30 day comment period.

The plan was approved before submission by the City Council

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

6. Summary of comments or views not accepted and the reasons for not accepting them

7. Summary

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	ASBURY PARK	Community Development

Table 1 – Responsible Agencies

Narrative

The City of Asbury Park is the Lead and Responsible agency for for the United States Department of Housing and Urban Development’s (HUD) entitlement programs in Asbury Park. The City is also a participant in the Monmouth County HOME consortium.

Consolidated Plan Public Contact Information

Cassandra Dickerson

Director of Community Development

Office of the City Manager & Mayor

City of Asbury Park

1 Municipal Plaza

Asbury Park, NJ 07712

AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

The Development of the FY2021 Annual Action Plan was completed through a shared services agreement between the Asbury Park Office of Community Development and the Monmouth County Office of Community Development. The City's Community Development office is the primary public agency responsible for administering programs and projects specified within the plan. The Action Plan is a one-year plan which describes the eligible programs, projects and activities to be undertaken with funds expected during FY 2021-22 and their relationship to the priority housing, homeless and community development needs outlined in the 2020-24 Consolidated Plan.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

Local non profit agencies and City staff provided input towards the development of the Annual Action Plan.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Monmouth County Office of Community Development and several Non profits located in Asbury Park are active participants in the Monmouth County Homeless Services Executive committee; a consortium of providers that provide homeless assistance throughout Monmouth County.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City is not an ESG entitlement jurisdiction and therefore does not receive directly receive ESG funds. Local non profits submit applications for Monmouth County annual funding allocations.

2. Agencies, groups, organizations and others who participated in the process and consultations

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	ASBURY PARK
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Market Analysis Economic Development Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Consolidated plan and Annual Action Plan were presented to the Mayor and Council for their review and approval.
2	Agency/Group/Organization	INTERFAITH NEIGHBORS
	Agency/Group/Organization Type	Non profit Neighborhood Organization

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Economic Development Anti-poverty Strategy Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Interfaith Neighbors has worked closely with the City on many housing and developmental projects, and has been a subrecipient of the Community Development Block Grant program. Those projects included: job training and capital improvements. The City will continue to work closely with Interfaith Neighbors in order to assist residents with housing needs to ensure a healthy and safe environment.
3	Agency/Group/Organization	Community Affairs and Resource Center
	Agency/Group/Organization Type	Non Profit Neighborhood Organization

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Market Analysis Economic Development Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Community Affairs Resource Center (CARC) is also another organization that works closely with the City. CARC has partnered with the City to provide Spanish Translation and provide a shared service with the City to ensure that they are Lead Based Paint compliant. CARC is also a subrecipient of the Community Development Block Grant program. Those projects have included: Capital Improvements. The City will continue to partner with CARC in support of their many programs and to ensure a healthy and safe environment in the community.
4	Agency/Group/Organization	MONMOUTH COUNTY
	Agency/Group/Organization Type	Other government - County

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Market Analysis Economic Development Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Monmouth County Department of Community Development has an agreement to provide a shared service with the City in order to help assist with the planning and implementation of the CDBG projects. Continuing the shared service agreement, will ensure the City's success in carrying out the Community Development Block Grant program.

Identify any Agency Types not consulted and provide rationale for not consulting

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Monmouth County Homeless Systems Collaborative	Identifies efficient use of resources to end homelessness in Monmouth County.

Table 3 - Other local / regional / federal planning efforts

Narrative

Attachment: 2021 Annual Action Plan 4-2021 Final (2021-237 : Resolution Adopting the Monmouth

AP-12 Participation - 91.401, 91.105, 91.200(c)

**1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting**

The City of Asbury Park is committed to increasing awareness and involvement in the preparation and implementation of the CDBG Program. Through the citizen participation process, the grantee will become more aware and sensitive to low-and moderate-income citizen's needs. It will also afford the City an opportunity to better inform the public of the purpose of the CDBG grant and the funding allocation process and ensure that selected projects are meeting the needs of the community.

City staff and the CDBG Committee assisted in the selection of th 2021 CDBG projects. Citizens were invited to the public meeting to keep the process open. A notice was placed in the newspaper and online to inform citizens of the opportunity to provide input.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
	Newspaper/City's Website	Low-mod-income residents	0	0		

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

The Office of Community Planning and Development at the U.S. Department of Housing and Urban Development (HUD) allocates CDBG, funds to the City of Asbury Park.

The Anticipated Resources Matrix below outlines each of these funds, the expected amount of resources and program income available in in Fiscal Year 2021 (Year 2), and a pre-populated list of available uses of funds from the HUD's planning system (Integrated Disbursement and Information System). The City will administer approximately \$410,994 during the FY2021 program year. Proposed activities are listed in section AP-35 - Projects segment. The City has a contingency plan in place in case of any changes in grant allocation.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	410,994	0	0	410,994	1,244,434	

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City will continue to utilize federal, state and private resources currently available to develop and expand affordable rental opportunities, homeownership options for low- and moderate-income households, and to promote other critical community initiatives. CDBG allocations will be leveraged by the City of Asbury Park general funds and the resources of nonprofit organizations, private developers, and private donors.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Asbury Park recreation department utilizes the public parks and beach areas for summertime recreation programs for the youth of the city. Additionally the City allows local groups use of Springwood Avenue Park for recreational and cultural activities. The Senior Center serves as a meeting, recreation and food distribution location for Asbury Park Seniors. Additional city departments that work towards addressing the priority needs identified within the Consolidated Plan are the public library, 7 public schools, 9 social and community agencies, Visiting Nurses Association, 44 churches and the NJ Transit rail station.

Discussion

The City of Asbury Park, working with Monmouth County will continue to use Federal entitlement funds for the benefit of all citizens. City staff will continue to evaluate projects and expenditures to determine that grant allocations are spent in the most productive matter and correspondingly the largest number of residents (especially low/moderate households) can be assisted.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Local Infrastructure Improvements	2020	2024	Non-Housing Community Development	CITY WIDE Southwest Quadrant	Public Facility Improvements	CDBG: \$202,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 2000 Persons Assisted Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 5000 Households Assisted
2	Public facility improvements	2020	2024	Non-Housing Community Development	CITY WIDE Southwest Quadrant	Fire & Police Equipment	CDBG: \$96,512	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 2000 Persons Assisted Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 6000 Households Assisted
3	Expand Affordable Housing Availability	2020	2024	Affordable Housing Non-Homeless Special Needs	CITY WIDE Southwest Quadrant	Affordable housing	CDBG: \$20,000	Direct Financial Assistance to Homebuyers: 3 Households Assisted Homelessness Prevention: 25 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	Public Service Assistance	2020	2024	Affordable Housing Non-Housing Community Development	CITY WIDE Southwest Quadrant	Sustainability	CDBG: \$15,000	Public service activities other than Low/Moderate Income Housing Benefit: 1000 Persons Assisted Public service activities for Low/Moderate Income Housing Benefit: 1500 Households Assisted

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Local Infrastructure Improvements
	Goal Description	With FY2021 funding the city has obligated CDBG funds towards installation of a cross generational play area on Atkins Avenue in Asbury Park, and Basement renovations at the Community Affairs Resource Center.
2	Goal Name	Public facility improvements
	Goal Description	Asbury Park plans to allocate FY2021 CDBG funds towards the purchase of Police Security Cameras and Fire Equipment.
3	Goal Name	Expand Affordable Housing Availability
	Goal Description	Asbury Park will allocate FY2021 funds towards homebuyers assistance and homeless prevention programs.
4	Goal Name	Public Service Assistance
	Goal Description	Asbury Park holds annual community events every year to educate local residents on available services, celebrate cultural and holiday events, and kick off specialty seasons.

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AP-35 Projects - 91.420, 91.220(d)

Introduction

Asbury Park's 2021 Annual Action Plan contains funding for projects including the following:

- Parks/Public Facilities Improvements
- Police Security Cameras and Fire Department Equipment
- Administration
- Community Events
- Homeless Prevention
- Homebuyers Assistance

#	Project Name
1	FY2021 Homebuyers Assistance
2	FY2021 Community Events
3	FY2021 Homeless Prevention/Tenant Relocation
4	FY 2021 Water Spray Park
5	FY2021 Community Affairs Resource Center
6	FY2021 CDBG Administration
7	FY2021 Purchase of Fire Equipment and Security Cameras

Table 7 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Characteristics that continue to constitute the basis for prioritizing investment in the neighborhoods in

the Southwest Quadrant are:

1. Highest Concentration of Labor Force Unemployed
2. Most Densely Populated
3. Largest Household Size
4. Greatest Incidences of Overcrowding
5. Lowest Median Income
6. Highest Concentration of Poverty Populations
7. Aged & Dilapidated Housing Stock
8. Lack of Active Playing Field Areas and Recreational Facilities

The City has made significant progress toward the revitalization of Asbury Park and especially the Southwest Quadrant. Currently, new housing is being developed by Interfaith Neighbors on Springwood Avenue, additional Springwood Park improvements are being made, upgrades to the Water Spray Park and renovation of the dilapidated Turf Club.

AP-38 Project Summary
Project Summary Information

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1	Project Name	FY2021 Homebuyers Assistance
	Target Area	CITY WIDE Southwest Quadrant
	Goals Supported	Expand Affordable Housing Availability
	Needs Addressed	Affordable housing
	Funding	CDBG: \$10,000
	Description	Assistance to help income qualified residents purchase a home in Asbury Park.
	Target Date	12/31/2023
	Estimate the number and type of families that will benefit from the proposed activities	This funding will help approximately 3-4 income qualified households purchase a residence in Asbury Park.
	Location Description	Throughout Asbury Park
	Planned Activities	Downpayment assistance for qualified homebuyers
2	Project Name	FY2021 Community Events
	Target Area	CITY WIDE Southwest Quadrant
	Goals Supported	Public Service Assistance
	Needs Addressed	Sustainability
	Funding	CDBG: \$15,000
	Description	The city hosts annual events for local residents. Proposed FY2021 events include National Night Out, Easter, Black History Month Celebration, Movies in the Park, Springwood Avenue Tree Lighting, Resource Fair, food drive and the Back to School Block Party.
	Target Date	12/31/2023
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 600 very/low-low/moderate income residents attend these annual community events. In total the events attract from 2000-5000 residents.
	Location Description	Asbury Park Municipal Plaza, Springwood Park, Hammary Basketball Courts and the Senior Center

	Planned Activities	Planned activities include a Black History Month Celebration, National Night Out, Back to School Block Party, Movies in the Park, Springwood Avenue Tree Lighting, Resource Fair, Easter and a food drive. During several of these events, there are vendors providing information on various local topics and services benefitting residents: job training and health screening opportunities, homebuyer's assistance, rental assistance information, home repairs, educational information provided by local community agencies, and assistance with utility services from local agencies (NJ Natural Gas Company, Jersey Central Power and Light Company, NJ Water Company).
3	Project Name	FY2021 Homeless Prevention/Tenant Relocation
	Target Area	CITY WIDE Southwest Quadrant
	Goals Supported	Public Service Assistance
	Needs Addressed	Homeless Prevention. Sustainability
	Funding	CDBG: \$10,000
	Description	One time utility payments and or Relocation for income qualified Asbury Park Residents.
	Target Date	12/31/2023
	Estimate the number and type of families that will benefit from the proposed activities	This program may help approximately 25 households per year.
	Location Description	Throughout Asbury Park
4	Planned Activities	This program provides one day grants to income eligible households to cover past due utility payments e.g. gas, water, electricity, etc. and relocation for tenants affected due to code violation(s).
	Project Name	FY 2021 Water Spray Park
	Target Area	CITY WIDE
	Goals Supported	Public facility improvements
	Needs Addressed	Public Facility Improvements
	Funding	CDBG: \$137,000
4	Description	Installation of a new water spray park on Atkins Avenue.

	Target Date	12/31/2023
	Estimate the number and type of families that will benefit from the proposed activities	The Asbury Park Water Spray Park will provide a family friendly play area that will provide safe entertainment for residents. During the course of the season it is expected to provide benefit to approximately 2,000 households in the southwest quadrant.
	Location Description	311 Atkins Avenue, Asbury Park, NJ
	Planned Activities	The project plans to demo existing features and surfacing, design and install new products and surfacing for the water spray park facility.
5	Project Name	FY2021 Community Affairs Resource Center
	Target Area	Southwest Quadrant
	Goals Supported	Public facility improvements
	Needs Addressed	Public Facility Improvements Homeless Prevention. Sustainability
	Funding	CDBG: \$65,000
	Description	Basement rehabilitation of the Community Affairs Resource Center to allow more space for offices and files.
	Target Date	12/31/2023
	Estimate the number and type of families that will benefit from the proposed activities	CARC is a social service organization located on the Westside of Asbury Park. This organization provides vital community services and programs to all residents of Monmouth County. Services are provided to predominately very low to low income individuals and facilities.
	Location Description	913 Sewall Avenue, Asbury Park, NJ
	Planned Activities	CARC is proposing to finish the basement to include a record/file room, a conference room and a large office to enable the non profit to keep up with the growing numbers of clients and record retention requirements.
6	Project Name	FY2021 CDBG Administration
	Target Area	CITY WIDE
	Goals Supported	Local Infrastructure Improvements Public facility improvements Public Service Assistance Expand Affordable Housing Availability

	Needs Addressed	Public Facility Improvements Public Infrastructure Improvements Fire & Police Equipment Affordable housing Homeless Prevention. Sustainability
	Funding	CDBG: \$77,482
	Description	Oversight and coordination of activities comprising the Community Development Block Grant Program in both the Asbury Park and Monmouth County offices.
	Target Date	12/31/2023
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	1 municipal plaza Asbury Park, NJ
	Planned Activities	Administrative activities by City and County staff to manage the Community Development Block Grant Program
7	Project Name	FY2021 Purchase of Fire Equipment and Security Cameras
	Target Area	CITY WIDE Southwest Quadrant
	Goals Supported	Public facility improvements
	Needs Addressed	Fire & Police Equipment
	Funding	CDBG: \$96,512
	Description	Fire Equipment for staff, and security cameras throughout the City
	Target Date	12/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	All city households at all income levels will benefit from the continued allocation of CDBG funds for the purchase of fire equipment and the installation of security cameras.
	Location Description	Fire equipment: 800 Main Street, Asbury Park. Waiting for direction from the police department as to the location of the security cameras.

	Planned Activities	The police department is seeking CDBG funds to continue the purchase of security cameras for installation at designated intersections. The Fire Department is looking to purchase protective equipment. • Air pack • cylinder and valve assembly
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AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

In accordance with the CDBG criteria, the City continues to target the southwest quadrant (Census tracts 8072 and 8073) as the point of focus for revitalization and service activities as a priority area, as well as a citywide geographic focus.

The west side has a population of 5,275 residents, with a poverty rate of 36% in a .38 square mile radius. According to the most recent census statistics the demographics break down as follows:

- 13% other nationality
- 29% Hispanic;
- 50% Black and
- 37% White.

Geographic Distribution

Target Area	Percentage of Funds
CITY WIDE	35
Southwest Quadrant	65

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The neighborhoods in the southwest quadrant reflect these general characteristics as demonstrated by recent census data releases:

- Highest Concentration of Labor Force Unemployed
- Most Densely Populated
- Largest Average Household Size
- Greatest Incidences of Overcrowding in residences
- Lowest Median Income
- Highest Concentration of Poverty Populations
- Aged & Dilapidated Housing Stock
- Lack of Active-Playing Field Areas for Recreation and Recreational Facilities

These characteristics constitute the basis for a continued allocation of investments in the southwest quadrant of the City. This area consistently over the years has been determined to have the greatest need for redevelopment and revitalization. The southwest neighborhood continues to be economically and socially disadvantaged, which diminishes the quality of life for these households. This

area continues to need support and intervention.

Discussion

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AP-75 Barriers to affordable housing -91.420, 91.220(j)

Introduction

Development of restaurants, shops, and luxury housing beginning in the early 2000s and continuing through this decade, has increased the need for affordable housing within the City of Asbury Park. With the influx of high-income households increasing, it is becoming harder for the lower-income populations to find decent affordable housing in the area, forcing them to look elsewhere. Both rental and homeowner costs have risen significantly over the past decade. Additionally, escalating housing costs and local property values are major obstacles to the continued development of affordable housing. The city of Asbury Park continues to work to expand opportunities to address affordable housing issues. However, funding for the creation of new units is limited in terms of quantity and flexibility.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The Asbury Park adopted Housing Element and Fair Share Plan outlined a framework to expand affordable housing opportunities for the creation of very-low, low, moderate, and middle income housing. The plan outlines how the City will work to achieve this goal through the following activities for the creation of affordable housing by developers and property owners:

- inclusionary zoning
- mandatory affordable housing set aside ordinance for new development
- establish a fund to help subsidize the construction of affordable housing.

Discussion

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

Asbury Park will continue to utilize allocated CDBG funds to invest in programs needed by the residents and local businesses.

Over the course of this funding period, the City will continually assess and make adjustments to its policies in response to changing market conditions and service needs, and will ensure projects that serve households and communities with higher needs for services, funding, and housing are awarded preference points during the funding process.

Federal resources received under this annual action plan are not enough to address the all of needs of households and persons experiencing homelessness those who are currently underserved by the market and available programs. Given the layers of financing often needed to deliver services or make housing affordable to special needs populations and the lowest-income households, the City will provide preference points to projects that leverage other resources, so that federal and local funds may be stretched further and assist as many underserved households as possible.

Actions planned to address obstacles to meeting underserved needs

This plan continues to consider needs to improve the priorities of the residents of the southwest quadrant as the main focus area of CDBG funded projects.

Along with the programs that the Department of Community Development will carry out to address the needs of the underserved, other community agencies will be addressing those issues as well.

The Community Affairs Resource Center (CARC) provides services to economically disadvantaged individuals and families throughout the City with the goal of revitalizing the communities served. CARC provides bilingual/bicultural diversity through its services. CARC continues to provide to an increasing number of clients services for advocacy, case management, protective services, domestic violence, information and referrals, translation and interpretations, immigration consultations, assistance with required documentation for filing tenant/landlord disputes, child support, divorce and other legal matters, income tax preparation, soliciting Individual Tax Identification Numbers (TIN), notary public, career assessment, job readiness and employment placement, NJ Family Care applications, Food Stamp (SNAP) and NJ Shares Energy Assistance applications. Facility rehabilitation funded through CDBG will continue to allow the facility to provide the above services to the community while being a safe center and meeting Code Enforcement standards.

The Asbury Park Boys & Girls Club provides a safe and fun environment for the most vulnerable children in the community. The City will fund the rehabilitation of the building in order for the club to continue

its dedication for the community.

The Department of Social Services will continue to operate the Senior Center in order to provide the Senior Citizen population with resources and activities needed.

The Asbury Park Police Department will continue to assist the Monmouth County Special Needs Registry by providing awareness to those with physical and mental impairment that substantially limits one or more major life activities due to a physical and or intellectual disability. The goal is to ensure all Monmouth County residents who may be in need of special assistance are able to get the help and support they need in a time of emergency or during interaction with Law Enforcement, Fire or EMS personnel.

Actions planned to foster and maintain affordable housing

Housing cost burden remains the most prevalent problem related to housing in Asbury Park, driven by the community's high rate of poverty. The City will continue to prioritize housing programs and developments with the goal of preserving, producing, and improving affordable housing. The city will continue to support the programs and projects of its affordable housing developers when submitting for HOME investment partnership grants.

The City's Homelessness Prevention program is designed to prevent individuals/families from being homeless by providing financial assistance when utility services are facing termination; the Home Repair Program is designed to assist the homeowner with emergent home repairs as a result of a code enforcement violation; Relocation assistance is provided to individuals faced with homelessness as a result of a code enforcement assistance until the code violation is abated.

In February 2019, the city adopted the third round housing element and fair share plan to address the lack of affordable housing and to express concerns that as the city continues to experience economic prosperity, its growth could be hampered by lack of housing options. This plan will require future residential projects throughout the city to include affordable units as part of the project plans.

A series of affordable housing ordinances which went into effect on April 22, 2020 (Ordinance-2020-9, Ordinance-2020-10, Ordinance-2020-11, Ordinance 2020-12, Ordinance-2020-13, Ordinance-2020-14, and Ordinance-2020-15). These ordinances are consistent with the housing objectives and goals stated in the 2017 Master Plan and Master Plan Reexamination Report which placed a heavy emphasis on the creation of affordable housing. These ordinances reflect a concerted effort on the part of the City to encourage and support the continued development of affordable housing to ensure that persons of all economic backgrounds have the opportunity to obtain safe, clean, and affordable housing within the City.

Monmouth County allocates HOME funding to Interfaith Neighbors and Coastal Habitat for Humanity to

construct affordable housing units for purchase.

Actions planned to reduce lead-based paint hazards

The City will continue its efforts to reduce lead-based paint hazards by focusing on education. We will continue to distribute informational lead-based paint brochures to any person or family receiving weatherization or other assistance from the City. Lead based paint hazard information will continue to be available at Municipal hosted events, in the City's Department of Community Development and the Code Enforcement Department. In addition, the Code Enforcement inspectors will provide brochures during inspections upon their discretion. If Code Enforcement inspectors issue a notice of violation for the exterior of a home owner's residence, the resident may apply for the Home Repair Program. If eligible, a Lead Risk Assessor (funded by CARC) will perform lead testing to ensure the home is lead free or take the necessary steps in bringing the home to compliance.

Actions planned to reduce the number of poverty-level families

The City of Asbury Park continues to have high concentrations of poverty. As the time of this plan publication, the unemployment rate has increased as a result of the pandemic. The city will closely monitor the situation.

The City of Asbury Park will continue to work with non-profit, State, Federal and County agencies in order to reduce the number of poverty level families and continue its CDBG programs for low-moderate income households. Current CDBG programs include: Homelessness Prevention and Relocation.

In addition, the City will continue to refer residents to the Community Affairs Resource Center, Mercy Center and Interfaith Neighbors for additional support. These agencies are just a few of the resources for Asbury Park residents to seek assistance with employment, job training, mentoring and job counseling.

The City along with the Affordable Housing Alliance, Interfaith Neighbors and Coastal Habitat for Humanity will continue to collaborate in the constructing and or purchasing of affordable housing for low-moderate income residents.

The City will continue its strategy to address job skills and employment opportunities by coordinating with major developers on the waterfront, in the downtown and on Springwood Avenue, to make jobs available to city residents.

Actions planned to develop institutional structure

Asbury Park community development staff collaborates with the Planning Department, and other

municipal departments to ensure a coordinated approach to the delivery of services that assist low- and moderate-income areas throughout the city. During the development of the Plan, the CD staff consulted with key stakeholders, City Departments. The utilization of these broad base of organizations will assist the City in addressing its community development, housing, homeless and special needs objectives.

- City staff will continue to provide and develop expertise to address and, where possible, change conflicting rules, regulations and time frames inherent in complex institutional structures.
- Re-evaluate existing programs and ensure they are appropriately scaled to meet the community's need

Actions planned to enhance coordination between public and private housing and social service agencies

Throughout the implementation of this Annual Action Plan, Asbury Park will continue to enhance coordination with other critical public and private organizations that will be critical partners to help realize the goals outlined in the Consolidated Plan. These actions include:

- Continue to foster its relationship with the Asbury Park Housing Authority
- Continue to connect public and private housing agencies with social service agencies in the community through both direct communications and publicly through community events

Discussion

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(l)(1,2,4)

Introduction

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

Discussion

Annual Action Plan
2021

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EXHIBIT 1

SUBSEQUENT DEVELOPER AGREEMENT

SUBSEQUENT DEVELOPER AGREEMENT

BY AND BETWEEN

THE CITY OF ASBURY PARK,

AS REDEVELOPMENT ENTITY,

ASBURY PARTNERS, LLC, AS MASTER DEVELOPER

AND

1401 OCEAN AVENUE, LLC, AS SUBSEQUENT

DEVELOPER

Dated: ____, 2021

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SUBSEQUENT DEVELOPER AGREEMENT

THIS SUBSEQUENT DEVELOPER AGREEMENT made this _____ day of _____ 2021 by and between

THE MAYOR AND CITY COUNCIL (together, the “Governing Body”) OF THE CITY OF ASBURY PARK (the “City”), in its capacity as a “redevelopment entity” pursuant to N.J.S.A. 40A:12A-4 with principal offices at 1 Municipal Plaza, Asbury Park, New Jersey 07712;

ASBURY PARTNERS, LLC in its capacity as Master Developer, pursuant to the hereinafter defined Redeveloper Agreement (the “**Master Developer**”), with principal offices at 205 Third Avenue, Asbury Park, New Jersey 07712, along with its permitted successors and/or assigns; and

1401 OCEAN AVENUE, LLC, A LIMITED LIABILITY COMPANY OF THE STATE OF with principal offices located at 1401 Ocean Avenue, Asbury Park, NJ, 07712 (including, where applicable, its relevant urban renewal entity affiliate formed pursuant to the Long-Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq., the “**Entity**”) (each, a “Party” and collectively, the “**Parties**”).

WITNESSETH

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

WHEREAS, the Act confers certain contract, planning and financial powers upon a redevelopment entity, as defined at Section 3 of the Act, in order to implement redevelopment plans adopted pursuant thereto; and

WHEREAS, the City has elected to exercise these redevelopment entity powers directly, as permitted by Section 4 of the Act; and

WHEREAS, on June 5, 2002, the City adopted the “Asbury Park Waterfront Redevelopment Plan (Plan IV)” (as amended and supplemented from time to time, the “**Redevelopment Plan**,” a copy of which is on file with the City Clerk) with respect to the “Asbury Park Waterfront Redevelopment Area,” as defined in the Redevelopment Plan (the “**Redevelopment Area**”); and

WHEREAS, the Redevelopment Plan, as initially adopted, provided for the Redevelopment Area to be redeveloped on a “block-by-block” basis; and

WHEREAS, pursuant to the Act, including Section 8 thereof (N.J.S.A. 40A:12A-8), a municipality is permitted to contract with a redeveloper to develop redevelopment projects pursuant to a redevelopment plan within an area in need of redevelopment, as all such terms are defined in the Act; and

WHEREAS, the City and the Master Developer entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002, which provides, among other things, that the Master Developer shall be responsible for the redevelopment of the properties governed by the Redevelopment Plan, which redevelopment it may to undertake itself, or through agreements with selected subsequent developers on a “block-by-block” basis; and

WHEREAS, in 2018 the City amended the Redevelopment Plan to provide for the redevelopment of individual properties within the Redevelopment Area, provided certain criteria are met, including the designation of the person or entity wishing to redevelop a property as a subsequent developer; and

WHEREAS, on June 13, 2018, the City adopted the First Amendment to the “Amended and Restated Redeveloper and Land Disposition Agreement” (the “First Amendment” and the “Amended and Restated Redeveloper and Land Disposition Agreement” together shall be referred to as the “**Redeveloper Agreement**,” a copy of which is on file with the City Clerk), which set forth the City and Master Developer responsibilities with regard to the selection and designation of subsequent developers; and

WHEREAS, pursuant to the Redevelopment Plan and the Redeveloper Agreement, as amended, “any owner, purchaser, assignee or transferee of all or part of any property within the [Redevelopment] Area that is subject to the provisions of the Amended [Redevelopment] Plan” may seek to be designated as a subsequent developer by submitting a subsequent developer application to the Master Developer and the City, along with any escrow and application fees required by the City; and

WHEREAS, the Entity has submitted to the Master Developer and the City a subsequent developer application (the “**Application**”), pursuant to the Redeveloper Agreement and the Redevelopment Plan, stating its intention to construct a roof top deck atop the existing Berkeley Oceanfront Hotel, an Historic 1920s hotel that was renovated in 1984 and has remained in operation (the “**Roof Top Deck**”). The proposed Roof Top Deck will be on a portion of the rooftop consisting of seven thousand five hundred (7500) square feet of space along the southeast st portion of the roof holding a maximum of 150 people, a new unisex bathroom in an existing rooftop structure, and a 12 person bar, with removable tables and chairs, and an 8-foot-high modular sound wall in accordance with the project description and architectural plans attached as Exhibit “A” (“Project Description”) and the approval by the City’s Planning Board to be obtained (the “**Project**”) on property identified as Block 4204, Lot 1 on the tax maps of the City and located at 1401 Ocean Avenue in the Redevelopment Area (the “**Project Site**”) and in accordance with all Governmental Approvals (as defined herein); and

WHEREAS, recognizing the importance of maintaining the quality of life in the area of the Project, and the continued enjoyment of nearby residents, free of unreasonable interference from open air rooftop sound systems, the parties have agreed to certain Acoustical Provisions, as more fully set forth in Exhibit “C”; and

WHEREAS, pursuant to Article 3A of the Redeveloper Agreement, as amended, the Master Developer and the City have reviewed the Application and determined that the Project, as

described, is in compliance with and effectuates the goals of the Redevelopment Plan, and that Entity possesses the experience, capability, and financial capacity to complete the Project; and

WHEREAS, the Parties desire to enter into this Subsequent Developer Agreement for the Project Site to set forth the obligations of the Parties with respect to the Project, and

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereto do hereby covenant and agree, each with the other, as follows:

DEFINITIONS

As used in this Subsequent Developer Agreement the following terms shall have the meanings ascribed thereto in the recitals above, or ascribed to such terms below within this Agreement or within the Exhibits attached hereto. Terms listed below in the singular form shall include the plural and words listed in the plural shall include the singular. Whenever the context may require, any pronoun that is used in this Agreement shall include the corresponding masculine, feminine and neuter. Unless otherwise noted, the words “include,” “includes” and “including” when used in this Agreement shall be deemed to be followed by the phrase “without limitation.” The words “agree,” “agreements,” “approval” and “consent” when used in this Agreement shall be deemed to be followed by the phrase “which shall not be unreasonably withheld, conditioned or unduly delayed,” except or unless the context may otherwise specify. All references to Sections or Articles shall refer to Sections or Articles in this Subsequent Developer Agreement unless otherwise specified.

“Acoustical Provisions” shall have the meaning as set forth within Exhibit “C”.

“Act” shall be defined as set forth in the preamble.

“Applicable Laws” shall mean all federal, state and local laws, ordinances, approvals, rules, regulations and requirements applicable thereto including, but not limited to, the Act, the Land Use Law, relevant construction codes including those construction codes governing access for people with disabilities, and such zoning, sanitary, pollution and other environmental safety ordinances, laws and such rules and regulations promulgated thereunder, and all applicable environmental laws and applicable federal and state labor standards.

“Application” shall be defined as set forth in the preamble.

“Applications for Governmental Approvals” shall mean the Plans, drawings, documentation, presentations and applications necessary and appropriate for the purpose of obtaining any and all approvals from any government or public entity required to complete the Project or any part thereof, including, but not limited to, Building Permits.

“Building Permit” shall mean a building permit issued by or on behalf of the City.

“Certificate of Completion” shall mean the Certificate of Completion as set forth in Section 4.06.

“Certificate of Occupancy” shall be as defined in the applicable section of the municipal code of the City and the applicable provisions of the Uniform Construction Code.

“City” shall be defined as set forth in the preamble.

“Commencement of Construction” and **“Commence Construction”** shall mean any activity associated with construction of the Project on the Project Site.

“Completion of Construction” and **“Complete Construction”** shall mean the completion of the Project on the Project Site such that the Project is ready for the use for which it was intended, subject to the installation of (i) seasonal landscaping and (ii) final fixtures, floor coverings and décor items.

“Declaration of Covenants and Restrictions” shall mean a written instrument to be executed by the Entity and recorded in the office of the Monmouth County Clerk, in the form annexed hereto as Exhibit “D”, intended to encumber the Project Site and to run with the land, setting forth certain statutory and contractual undertakings of and restrictions applicable to the Entity and its successors and assigns in connection with the ownership, redevelopment or rehabilitation of the Project Site and the Project as set forth in Sections 3.02(a), (b), (l), (m), and (n) of this Subsequent Developer Agreement.

“Effective Date” shall mean the date this Subsequent Developer Agreement is executed by the last of the three Parties, being City, the Master Developer and the Entity.

“Entity” shall be 1401 Ocean Avenue, LLC.

“Event of Default” shall be as set forth in Article 6 of this Subsequent Developer Agreement.

“Event of Force Majeure” shall mean an enforced delay in the performance of obligations of a Party to this Subsequent Developer Agreement arising from causes beyond that Party’s reasonable control and without its fault or negligence, including, but not restricted to, acts of God, acts of the public enemy, acts or omissions of the other parties (including litigation by third parties), fires, floods, epidemics, quarantine restrictions, freight, energy shortages, embargoes, unusual or severe weather, or delays of contractors, subcontractors or material suppliers due to any of the foregoing such causes.

“Final Site Plan” shall mean the final site plan with respect to the development of the Project Site to be submitted to, and approved by Resolution of the City’s Planning Board in accordance with the Land Use Law.

“Governing Body” shall be defined as set forth in the preamble.

“Governmental Approvals” shall mean all government permits, licenses, consents and approvals necessary for the development, construction, lease, sale, occupancy or completion of the Project, or any part thereof, issued by or on behalf of any government

and issued in reliance on the Applications for Government Approvals and including approvals from any utility supplier.

“Infrastructure Ordinance” shall be defined as set forth in Section 2.02 of this Subsequent Developer Agreement.

“Institution” shall mean any savings and loan association, savings bank, commercial bank or trust company (whether acting individually or in any fiduciary capacity), an insurance company, a real estate investment trust, an educational institution or a state, municipal or similar public employee’s welfare, pension or retirement system or any other corporation or organization subject to supervision and regulation by the insurance or banking departments of the State or of the United States Treasury, or any successor department or departments hereafter exercising the same functions as said departments, provided such Institution has a net worth of not less than \$100,000,000 or assets of at least \$1,000,000,000. iStar Inc. is deemed to be an Institution. A wholly owned affiliate of iStar Inc., funded in whole or in part by iStar Inc., is also deemed to be an Institution. Participatory lending arrangements among Institutions shall be permitted.

“Land Use Law” shall mean N.J.S.A. 40:55D-1 *et seq.*

“Local Workforce Requirements” shall have the meaning set forth in Section 3.03(k).

“Master Developer” shall be defined as set forth in the preamble.

“Mortgage” shall mean any instrument held by a Permitted Mortgagee constituting a lien on the Project and/or the Project Site or revenues derived therefrom including, without limitation, a mortgage, deed of trust or indenture of mortgage and deed of trust, and any modification, amendment, spreader, consolidation or renewal thereof.

“Original Infrastructure Ordinance” shall be defined as set forth in Section 2.02 of this Subsequent Developer Agreement.

“Outside Approvals Date” shall be defined as set forth in Section 5.03 of this Subsequent Developer Agreement.

“Parties” shall be defined as set forth in the preamble.

“Permitted Mortgage” shall mean an Institution which holds a Mortgage on the Project Site.

“Planning Board” shall mean the planning board of the City established pursuant to N.J.S.A. 40:55D-23.

“Plans” shall mean the plans, including site plans, building floor plans, building elevations, architectural renderings for the Project or any portion thereof. “Plans” shall include, but shall not be limited to, the minimum requirements of Applicable Laws or Project Documents depending on the context of its use in this Subsequent Developer Agreement.

“Project” shall be defined as set forth Exhibit “A”.

“Project Schedule” shall be as set forth in Exhibit “B”.

“Project Site” shall be as set forth in the preamble.

“Project Documents” shall mean the Redevelopment Plan, the Redeveloper Agreement, and this Subsequent Developer Agreement.

“Redeveloper Agreement” shall be defined as set forth in the preamble.

“Redevelopment Area” shall be defined as set forth in the preamble.

“Redevelopment Entity” shall mean the City’s Governing Body acting in its capacity as a redevelopment entity pursuant to the Act and any permitted successors or assigns.

“Redevelopment Plan” shall be defined as set forth in the preamble.

“State” shall mean the State of New Jersey.

“Subsequent Developer” shall mean the Entity, as the owner, purchaser, assignee or transferee of all or part of any property within the Area that is subject to the provisions of the Amended Plan, who has been approved as a Subsequent Developer by the City and the Master Developer in accordance with the Amended Plan and who has entered into a fully executed Subsequent Developer Agreement with the City and the Master Developer with respect to the Project.

“Subsequent Developer Agreement” shall mean this agreement by and between the City and the Entity.

“Transfers” shall be as set forth in Section 6.03 of this Subsequent Developer Agreement.

“Workforce Information Session” shall be as set forth in Section 3.03(k)iii of this Subsequent Developer Agreement.

ARTICLE 1 DESIGNATION AS SUBSEQUENT DEVELOPER

1.01 Designation of Subsequent Developer: On the Effective Date of this Subsequent Developer Agreement, the Entity shall be hereby designated as a Subsequent Developer pursuant to the terms and conditions of the Redevelopment Plan, as amended, the Master Developer Agreement, as amended, and this Subsequent Developer Agreement. This designation shall terminate upon the occurrence of the first of the following (i) upon the arrival of the “Outside Approvals Date,” without any further action of any Party hereto, (but only if all conditions subsequent set forth in Section 6.03 hereof are not satisfied on or before such date); (ii)

upon the issuance of a Certificate of Completion as set forth in Section 4.07; (iii) upon mutual termination by the Parties; or (iv) or upon an Event of Default, pursuant to the terms in Article 7.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.01 Representations and Warranties of the City. The City hereby makes the following representations and warranties:

(a) The Redevelopment Plan has been duly adopted in compliance with all Applicable Laws and is currently in full force and effect.

(b) The City has the legal power, right and authority to enter into this Subsequent Developer Agreement and the instruments and documents referenced herein to which the City is a Party, to consummate the transactions contemplated hereby, to take any steps or actions contemplated hereby, and to perform its obligations hereunder and has duly executed this Subsequent Developer Agreement.

(c) All requisite action has been taken by the City and all requisite consents have been obtained in connection with the entering into this Subsequent Developer Agreement and the instruments and documents referenced herein to which the City is a Party, and the consummation of the transaction contemplated hereby, and to the best of the City's knowledge and belief are authorized by all Applicable Laws. To the best knowledge of the City there are no writs, injunctions, orders or decrees of any court or governmental body that would be violated by the City entering into or performing its obligations under this Subsequent Developer Agreement.

(d) This Subsequent Developer Agreement has been duly executed by the City, and is valid and legally binding upon the City and enforceable in accordance with its terms pursuant to all Applicable Laws and the execution and delivery thereof does not constitute a default under or violate the terms of any indenture, agreement or other instrument to which the City is a Party or by which it is bound.

(e) The City represents that to the best of its knowledge and belief, there is no action, proceeding or investigation now pending or threatened, nor any basis therefor, known or believed to exist which questions the validity of this Subsequent Developer Agreement.

2.02 Representations and Warranties of the Master Developer:

(a) The Master Developer has the legal capacity to enter into this Subsequent Developer Agreement.

(b) The Master Developer is duly organized and a validly existing legal entity under the laws of the State of New Jersey and all necessary resolutions have been duly adopted to authorize the execution and delivery of this Subsequent Developer Agreement and to authorize and direct the persons executing this Subsequent Developer Agreement to do so for and on the Master Developer's behalf.

(c) To the best of the Master Developer's knowledge and belief, after diligent inquiry, there is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist which questions the validity of this Subsequent Developer Agreement or any action or act taken or to be taken by the Master Developer pursuant to this Subsequent Developer Agreement.

(d) To the best of the Master Developer's knowledge and belief, after diligent inquiry, the Master Developer's execution and delivery of this Subsequent Developer Agreement will not constitute a violation of (i) the "Amended and Restated Redeveloper and Land Disposition Agreement" dated October 28, 2002, as amended by the First Amendment to the "Amended and Restated Redeveloper and Land Disposition Agreement," approved by the City Council on June 13, 2019, and effective August 1, 2018; (ii) the Subsequent Developer Agreement Among the City of Asbury Park, Madison Asbury Retail, LLC, and Asbury Partner, LLC, dated June 1, 2010; (iii) the ordinance finally adopted by the City on February 13, 2013 and entitled "AN ORDINANCE OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, NEW JERSEY, PROVIDING FOR THE SPECIAL ASSESSMENT OF THE COST OF CERTAIN WASTEWATER, STORMWATER, ROADWAY, STREETScape, UTILITY AND OTHER INFRASTRUCTURE IMPROVEMENTS IN PORTIONS OF THE PRIME RENEWAL AREA AND THE BOARDWALK AREA WITHIN THE ASBURY PARK WATERFRONT REDEVELOPMENT AREA AND ESTABLISHMENT OF A MECHANISM FOR PAYMENT OF THE COST THEREOF," (the "**Original Infrastructure Ordinance**"), as amended on June 13, 2018 by Ordinance No. 2018-20 (the "**Infrastructure Ordinance**"); and (iv) the Infrastructure Component Report last adopted by the City by resolution on June 13, 2018.

2.03 Representations and Warranties of the Entity: The Entity makes the following representations and warranties:

(a) The Entity has the legal capacity to enter into this Subsequent Developer Agreement and perform each of the undertakings set forth herein and in the Redevelopment Plan as same applies to the Project as of the date of this Subsequent Developer Agreement.

(b) The Entity is duly organized and a validly existing legal entity under the laws of the State of New Jersey and all necessary resolutions have been duly adopted to authorize the execution and delivery of this Subsequent Developer Agreement and to authorize and direct the persons executing this Subsequent Developer Agreement to do so for and on the Entity's behalf.

(c) To the best of the Entity's knowledge and belief, after diligent inquiry, there is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist which (i) questions the validity of this Subsequent Developer Agreement or any action or act taken or to be taken by the Entity pursuant to this Subsequent Developer Agreement; or (ii) is likely to result in a material adverse change in the Entity's property, assets, liabilities or condition which will materially and substantially impair its ability to perform pursuant to the terms of this Subsequent Developer Agreement.

(d) The Entity's execution and delivery of this Subsequent Developer Agreement and its performance hereunder will not constitute a violation of any operating, partnership, shareholder

and/or similar agreement of the Entity or of any agreement, mortgage, indenture, instrument or judgment, to which the Entity is a Party.

(e) To the best of the Entity's knowledge and belief after diligent inquiry all information and statements included in any information submitted to the City and its agents, are true and correct in all material respects. The Entity acknowledges that the facts and representations contained in the information submitted by the Entity are a material factor in the decision of the City to enter into this Subsequent Developer Agreement.

(f) The cost and financing of the Project will be the responsibility of the Entity.

(g) The Entity is financially and technically capable of financing, designing, constructing, operating, and maintaining the Project in accordance with its obligations under this Subsequent Developer Agreement.

ARTICLE 3 COVENANTS AND RESTRICTIONS

3.01 Covenants and Restrictions of the City:

(a) The City covenants that it will comply with all Applicable Laws.

(b) The City covenants to support any applications for Governmental Approvals that are consistent with the terms of the Redevelopment Plan and this Subsequent Developer Agreement, and to execute any documents required to obtain such approvals and otherwise to cooperate with the Entity with respect to the Governmental Approvals.

(c) Upon request by the Entity to condemn any restrictions on the real property constituting the Project Site initially imposed by James Bradley, the rights to which, if any, being held by his heirs, successors and assigns, the City may agree to exercise the power of eminent domain in accordance with applicable law on such terms and conditions as are acceptable to the City in its sole discretion at the time of the request.

3.02 Covenants and Restrictions of the Master Developer:

(a) Master Developer covenants that it will assist with and participate in a coordinated defense with the City in the event of litigation related to the validity of this Subsequent Developer Agreement.

(b) The Master Developer covenants that it has reviewed the Application in good faith and has found it acceptable for the purpose of entering into this Agreement.

3.03 Covenants and Restrictions of the Entity:

(a) The Entity shall construct on the Project Site only the uses as established in the Redevelopment Plan and as approved by the Planning Board.

(b) The Entity shall not sell, lease or otherwise transfer all or any portion of the Project Site unless an initial Certificate of Occupancy has been issued for the Project or as otherwise permitted in accordance with this Agreement, provided that nothing contained herein shall prohibit the Entity from entering into contracts for such purposes.

(c) The Entity shall keep the Project Site free from any substantial accumulation of debris or waste materials generated as a result of the Project and shall maintain in good condition any landscaping required to be planted on the Project Site pursuant to the Final Site Plan. Additionally, the Entity shall keep the areas immediately surrounding the Project Site, such as public roads, sidewalks, etc. free from any accumulation of debris or waste materials generated as a result of the Project and any such debris shall be removed at the end of each work day, or sooner in the case of public safety, as directed by the City Manager.

(d) The Entity shall, in connection with its use or occupancy of the Project, not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the Project Site or any building or structure erected or to be erected thereon is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status, and the Entity, its successors and assigns, shall comply with all Applicable Laws prohibiting discrimination or segregation by reason of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status.

(e) The Entity shall, in order to effectuate the purposes of this Subsequent Developer Agreement, make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and in general do all things which may be reasonably requisite or proper for the construction and development of the Project in accordance with the Final Site Plan, this Subsequent Developer Agreement, the Redevelopment Plan, and Applicable Law.

(f) The Entity shall, upon completion of construction of the Project, obtain all Governmental Approvals required, if any, authorizing the occupancy and use of the Project for the purposes contemplated hereby.

(g) The Entity shall not suspend or abandon or discontinue the performance of its obligations under this Subsequent Developer Agreement for a period of more than sixty (60) consecutive days, provided, however, that a suspension of the performance of its obligations under this Subsequent Developer Agreement shall be permitted for the reasons set forth in Section 4.06 of this Subsequent Developer Agreement.

(h) The Entity shall cause the Project to be developed, financed, constructed, operated and maintained without any cost or expense to the City.

(i) The Entity shall develop, finance, construct, operate and maintain the Project on the Project Site consistent with Applicable Laws, Government Approvals, the Redevelopment Plan, and this Subsequent Developer Agreement.

(j) The Entity shall use commercially reasonable efforts to diligently undertake the financing, construction, development, operation, and maintenance of the Project during the period between the Commencement of Construction and Completion of Construction of the Project in

accordance with the deadlines or timeframes for completion of Project activities as set forth in this Subsequent Developer Agreement.

(k) Opportunities for Local Residents Construction. In constructing the Project, Entity agrees to make Good Faith Efforts (as defined below in this Section) to meet the following local workforce requirements (collectively “**Local Workforce Requirements**”):

- i. Establish _2 Apprenticeships, with the Entity, an affiliate of the Entity, the general contractor for the Project or any subcontractor or then known tenants/operators of the Project where the individual is provided practical experience under the supervision of skilled workers of a trade, art or calling in the food/beverage/entertainment field (“**Apprenticeships**”). Those awarded Apprenticeships must be at least 18 years of age, except where a higher minimum age standard is otherwise fixed by law.

Good Faith Efforts to meet the Workforce Requirements shall include the following actions identified in (i) through (iii):

- ii At least thirty (30) days prior to the Commencement of Operation of the Project, Entity shall notify the City Manager of an anticipated start date for Commencement of Operation.
- iii Entity shall hold a Workforce Information Session (the “**Workforce Information Session**”) for City residents at a location within the City of Asbury Park the Entity shall also advertise the Workforce Information Session in the Asbury Park Press and The Coaster, at least ten (10) days before the Workforce Information Session, which advertisement shall include the date, time, and place of the Workforce Information Session, as well as a listing of the type of Apprenticeships available. At least ten (10) days prior to holding the Workforce Information Session, the Entity shall notify the City Manager and the Career Centers at Asbury Park High School, the regional Vocational/Technical School, Monmouth County Workforce Investment Board (WIB), and the Career Center at Brookdale Community College of the need to attract Local Labor, and provide a copy of the advertisement. The Entity shall request that the schools display the advertisement and solicit resumes from interested students.
- iv The Entity shall provide to the City Manager, within thirty (30) days after the Workforce Information Session, a detailed report of its efforts to employ Local Labor on the Project, and a list of resumes and/or inquiries received from local residents. At the time that the Entity requests a Certificate of Completion, the Entity shall provide a second and final detailed report of its efforts to the City Manager in accordance with Section 4.05.

Compliance

- i. Should the Entity fail to comply with all of the Good Faith Efforts, or fail to provide documentation evidencing its Good Faith Efforts in items (i) through (iii) above, to the satisfaction of the Mayor and City Council of the City of Asbury Park, the Entity shall be required to make a payment to the Asbury Park Workforce Development Fund, or such other fund as may be directed by the Mayor and City Council, in the amount of \$5,000 for each Apprentice position it was unable to fill using Local Labor in order to meet the requirements set forth above. No remedy other than payment into the specified fund shall be required of the Entity. If such payment is required, a Certificate of Completion shall not be issued to the Entity until such payment is deposited into the specified fund.
 - ii. If the Entity has complied with all of the Good Faith Efforts, and has provided documentation evidencing its Good Faith Efforts in items (i) through (iii) above to the satisfaction of the Mayor and City Council of the City of Asbury Park, then no payment shall be due, and the Entity shall be deemed to have complied with this Section 3.03 for the purposes of the issuance of a Certificate of Completion.
- (k) Opportunities for Women and Minorities in Construction Jobs: The Entity shall make good faith efforts to encourage women and minority participation in the construction of the Project. The Entity shall be deemed to have satisfied the good faith effort requirement contained in this Section if the Entity takes the following actions:
- i. The Entity shall disseminate information within the City and the County of Monmouth concerning opportunities for women and minority contractors, vendors and suppliers prior to the commencement of construction of the Project.
 - ii. Hold the Workforce Information Session, in coordination with the City Manager, or his/her designee, prior to the solicitation of bids and pricing for the Project to encourage women and minority contractors/subcontractors to bid on the Project.
 - iii. Notify contractors/subcontractors before executing a contract and/or prior to pre-bid and pre-construction meetings about the required good faith effort to engage women and minorities, in the construction of the Project.
- (l) The Entity shall construct the Project in conformance with CAFRA Permit number 1303-03-0001.2, issued by the New Jersey Department of Environmental Protection on March 26, 2004, as subsequently modified, and shall not seek any further modification of the CAFRA Permit.
- (m) The Entity shall record the Declaration of Covenants Restrictions in the office of the Monmouth County Clerk.
- (n) The Entity shall indemnify the City as set forth in Section 8.10 hereof.

(o) Recognizing the importance of maintaining the quality of life in the area, and the continued peaceful enjoyment of adjoining properties, the Entity shall comply at all times with the City of Asbury Park Municipal Code Section 3.9, "Noise." Should the Entity plead nolo contendere, plead guilty or be convicted of three (3) violations of said noise control provisions, occurring during any calendar year, the authorization to operate the sound/audio system on the Hotel roof top shall cease. The resumption of the sound/audio system shall not resume until the Entity has submitted to the Mayor and City Council a report of a professional noise control consultant identifying a plan to assure compliance with the Municipal Code Section 3.9, the commitment by the Entity to implement the plan and the approval of the Mayor and City Council to resume the use of the sound/audio system. This covenant shall survive the issuance of a Certificate of Completion and run with the land.

3.04 Effect of Covenants:

(a) It is intended and agreed that the covenants and restrictions set forth in Sections 3.03 shall be covenants running with the land. All covenants in Section 3.03, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Subsequent Developer Agreement, shall be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by the City and the Master Developer, and any successor in interest to the Project Site, or any part thereof, against the Entity.

(b) It is intended and agreed that the covenants and restrictions set forth in Section 3.01a and Section 3.01b, respectively, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Subsequent Developer Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by the Entity and its successors and assigns, and any successor in interest to the Project Site, or any part thereof, against the City, the Master Developer, their successors and assigns and every successor in interest therein, and any Party in possession or occupancy of the Project Site or any part thereof.

3.05 Enforcement by City or Master Developer: In amplification, and not in restriction of the provisions of this Article 3, it is intended and agreed that the City, the Master Developer, and their successors and assigns shall be deemed beneficiaries of the agreements and covenants set forth in Section 3.03 both for and in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants shall run in favor of the City and, as applicable, the Master Developer for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the City or Master Developer has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. The City and the Master Developer shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies as set forth in Article 6 of this Subsequent Developer Agreement.

3.06 Duration of Covenants: With respect to the Project, but for the covenants set forth in Section 3.03, which shall survive the termination of this Subsequent Developer Agreement, the covenants set forth in Section 3.03 shall be deemed satisfied and of no further force and effect

upon termination of this Subsequent Developer Agreement as evidenced by the issuance by the City of a Certificate of Completion.

ARTICLE 4 PROJECT IMPLEMENTATION

4.01 Scope of Project: It is understood and agreed by and between the Parties that the Entity has the right to develop the Project Site with the Project consistent with the terms of the Entity's Subsequent Developer's Application, Applicable Laws, Governmental Approvals, the Redevelopment Plan, the Redeveloper Agreement, the Project Description annexed as Exhibit "A," and the Project Schedule annexed hereto as Exhibit "B", and the Acoustical Provision annexed hereto as Exhibit "C", and this Subsequent Developer Agreement. The Parties acknowledge the Entity's right to make non-material changes to the Project as described in the Application if same are required as a condition of Planning Board approval, however no changes may be made to the provisions of Exhibit "C" (Acoustical Provisions), without the prior written approval of the City Council, which approval shall not be unreasonably delayed, conditioned or denied.

4.02 Amendments to Application: The Entity shall not make any material change to its Application. In the event of any changes to the Application are proposed, the Entity shall provide copies of all amended plans, applications, or submissions to the City and the Master Developer within ten (10) business days prior to any amended submission to the Planning Board or any Governmental Agency and shall provide the City and Master Developer with not less than ten (10) days' written notice prior to any hearing or meeting related to any amended submission.

4.03 Application for Governmental Approvals for Project Site: Within 60 days of the Effective Date, the Entity shall use commercially reasonable efforts to submit (if not already submitted) and diligently prosecute to conclusion, all other Applications for Government Approvals necessary for the financing, development, construction, operation, and maintenance of the Project Site. The Entity shall obtain all Governmental Approvals within one (1) year of the Effective Date ("**Outside Approvals Date**"), as may reasonably be extended by formal action of the City Council for up to an additional 120 days, provided that the Entity has utilized good faith efforts to obtain Governmental Approvals but has not yet received same. In no event shall the Outside Approvals Date be extended beyond 120 days without the explicit written consent of all Parties to this Subsequent Developer Agreement.

4.04 Project; Entity Deadlines: With respect to the Project, the Entity shall meet the deadlines and timeframes for the completion of Project activities as set forth in this Section 4.04.

(a) **Commencement of Construction for the Project.** No later than 180 days after all Governmental Approvals have been obtained and any applicable appeal period for such Governmental Approvals has expired, the Entity shall Commence Construction with respect to the Project; provided, however, that the Entity shall not Commence Construction prior to the occurrence of all conditions subsequent set forth in Section 6.01(a) – (c) hereof.

(b) **Completion of Construction for the Project.** Not later than two years after receipt of Building Permits and all other required Governmental Approvals authorizing the

Commencement of Construction of the Project, the Entity shall Complete Construction with respect to the Project.

4.05 Progress Reports: (a) For so long as this Subsequent Developer Agreement shall remain in effect the Entity shall, without the need for a written request, provide quarterly reports to be submitted on February 1, May 1, August 1 and November 1 of each year, to the City Manager and Master Developer, as to the actual progress of the Entity with respect to (i) the acquisition of Government Approvals; (ii) Commencement of Construction of the Project; (iii) Completion of Construction of the Project; (iv) Opportunities for Local Residents, Women and Minorities required by Sections 3.03 (k), (l), and (m); and (v) such other matters consistent with this Subsequent Developer Agreement as the City shall reasonably request be addressed in such reports.

(b) Outcome Assessments. The Entity hereby agrees to provide written reports to the City one year after the completion of construction of the Project, with respect to the apprenticeships described at Section 3.03 above, detailing the number of people who participated, the number who successfully completed the program, the number who were hired in the respective field as a result of the program, their job titles, and whether they were still employed in those positions as of the date of the outcome assessment.

4.06 Extensions: Extensions for deadlines set forth in Article 4 shall be as follows. All deadlines contained herein shall be reasonably extended as a matter of right in the event of any Event of Force Majeure. It is the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the City or the Entity shall be extended for a reasonable period not less than the period of the enforced delay.

4.07 Certificate of Occupancy and the Certificates of Completion: (a) Upon Completion of Construction pursuant to Section 4.04 with respect to a Unit in the Project, the Entity shall apply to the appropriate governmental officer or body for a Certificate of Occupancy for any such Unit in the Project.

(b) Following the issuance of the final Certificates of Occupancy for the Project (which shall be presumptive evidence of satisfaction of all requirements related to construction of the Project) and the satisfaction of the terms and conditions of this Subsequent Developer Agreement, and upon request for the same by the Entity, the City agrees to issue a Certificate of Completion, in proper form for recording, which shall acknowledge that the Entity has performed all of its duties and obligations with respect to the Project under this Subsequent Developer Agreement and has completed construction of the Project in accordance with the requirements of this Subsequent Developer Agreement. The Certificate of Completion (which shall be in recordable form) shall constitute a recordable conclusive determination of the satisfaction and termination of the agreements and covenants including without limitation the covenants in Article 3 and the provisions of the Acoustical Provisions set forth in Exhibit "C", which shall survive the termination of this Subsequent Developer Agreement), with respect to the Project in this Subsequent Developer Agreement and the Redevelopment Plan with respect to the obligations of the Entity to construct the Project within the dates for completion of same. Within thirty (30) days after written request by the Entity, the City shall provide the Entity with the Certificate of

Completion or a written statement setting forth in detail the reasons why it believes that the Entity has failed to complete the Project in accordance with the provisions of this Agreement or is otherwise in default under this Agreement and what reasonable measures or acts will be necessary in the opinion of the City in order for the Entity to be entitled to the Certificate of Completion. Upon the issuance of a Certificate of Completion, the conditions that were found and determined to exist on the Project Site at the time the Project Site was determined to be in need of redevelopment, shall be deemed to no longer exist and the land and improvements thereon shall not be subject to eminent domain as a result of those determinations.

4.08 Construction Permit Fees: The City’s Construction Official has advised the Entity that the Project constitutes “new construction” and not the rehabilitation of a structure which was previously completed or occupied, and that fees for construction permits applicable to the construction of the Project will be based on the cubic volume of the Project which is the methodology required by Applicable Laws for new construction.

4.09 Offsite Payments: Pursuant to the Original Infrastructure Ordinance, as amended, including on June 13, 2018, by the Infrastructure Ordinance, the City may impose a special assessment on the parcels within the Redevelopment Area for the cost of various infrastructure improvements previously developed, financed, and constructed, or to be developed, financed, and constructed, by Master Developer within the Redevelopment Area. Based on the representations of the Subsequent Developer, regarding the nature of the Project, the City understands that the Project (i) is limited in size, scope, and cost, and (ii) will have de minimus, if any, impact on the infrastructure installed and to be installed in the Redevelopment Area. Based on these factors, the City has determined, and the Master Developer concurs, not to impose a special assessment on the Property as a result of the Project, but reserves the right to impose a special assessment on the Property for future projects at a later date in accordance with the Infrastructure Ordinance.

ARTICLE 5

PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

5.01 Prohibition Against Transfers of Interests by the Entity: Prior to completion of the Project as evidenced by the issuance of a Certificate of Completion, and without the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed, the Entity agrees for itself and any successor in interest that (i) there shall be no transfer by any owner of any controlling interest in the Entity, or by any successor in interest to such owner of any interest in the Entity, (ii) nor shall any such owner or successor in interest suffer any such transfer to be made, (iii) nor shall such owner or successor in interest make, or suffer to be made, any other change in ownership of any controlling equity interest in the Entity or in the relative distribution thereof between and among the owners, or with respect to the identity of the parties in control of the Entity, by any other method or means, whether by increased capitalization, merger with another corporation, partnership, or limited liability entity or otherwise. For purposes of this Subsequent Developer Agreement, the term “owners” is defined to include the interests of the

members of the Entity, as the case may be, and the owners of such members, partners, or shareholders.

5.02 Exemptions from Prohibited Transfers: Notwithstanding the foregoing, following notice to and with the consent of the City which consent shall not be unreasonably withheld, conditioned or delayed, the following shall not constitute a prohibited transfer, for purposes of Section 5.01: The assignment by the Entity of its rights under this Subsequent Developer Agreement upon the following conditions: (i) the assignee of the Entity must be an entity controlling, controlled by, or under common control of the Entity; (ii) the assignee of the Entity shall assume all of the obligations of the assignor Entity hereunder, but the assignor Entity shall remain primarily liable for the performance of such Entity's obligations, (iv) a copy of the fully executed written assignment and assumption agreement shall be promptly delivered to the City and Master Developer, (v) such assignment does not violate any of the Governmental Approvals.

5.03 Transfer of Subsequent Developer Agreement: The Entity further agrees for itself, and its successors and assigns, that prior to the completion of the Project or any portion thereof, as evidenced by the issuance of a Certificate of Completion it will not make or create, or suffer to be made or created, any sale, assignment, conveyance, lease or transfer in any other mode or form (collectively, the "Transfers") of its interests in the Project Site or its interest in this Subsequent Developer Agreement or in this Project, or any part thereof or any interest therein, without the prior written approval of the City, except as provided below, and otherwise in this Article 5.

5.04 Consent to Permitted Transfers: (a) The City and Master Developer hereby consent, without the necessity of further approvals from any entity, to the following Transfers: (i) any Mortgage or related security granted by the Entity to a Permitted Mortgagee for the purpose of obtaining the financing necessary to enable the Entity or any successor in interest to the Project Site or any part thereof, to perform its obligations under this Subsequent Developer Agreement with respect to Completion of the Project and any other purpose authorized by this Subsequent Developer Agreement, (ii) any Mortgage or Mortgages and other liens and encumbrances granted by the Entity to a Permitted Mortgagee for the purpose of financing costs associated with the acquisition, development, construction, and marketing of the Project and (iii) any lease or occupancy agreement(s) for all or portions of the Project Site.

(b) With respect to any of the Transfers listed in Section 5.04(a), (i)-(ii) the Entity shall provide to the City and to the Master Developer written notice of at least fifteen (15) days prior to such Transfer, including a description of the nature of such Transfer, and the name(s) and address(es) of the transferee and any parties, individuals and/or entities comprising such Transfers.

5.05 Prohibition Against Speculative Development: Because of the importance of Project to the general welfare of the community, the Entity represents and agrees that its undertakings pursuant to this Subsequent Developer Agreement will not be used for speculation in land holding.

5.06 Information as to Ownership of Entity: In order to assist in the effectuation of the purpose of this Article 5, the Entity agrees that during the period between the execution of this

Subsequent Developer Agreement and the completion of the Project as evidenced by the issuance of a Certificate of Completion, the Entity shall, at such time or times as the City may reasonably request, furnish the City with a complete statement subscribed and sworn to by the managing partner, managing member or other executive officer or member of the Entity, setting forth all of the partners, both general and limited, managing members, shareholders, or other owners of equity interests of the Entity and the extent of their respective holdings, and in the event any other parties have a beneficial interest in the Entity, their names and the extent of such interests.

ARTICLE 6 DEFAULT AND REMEDIES

6.01 Automatic Termination of Subsequent Developer Agreement: This Subsequent Developer Agreement, including, without limitation, the Entity's designation as a Subsequent Developer, shall automatically terminate, without any further action of any Party after notice and opportunity to cure in accordance with Section 6.02, 6.03 or 6.04 as applicable, if each and every of the following conditions subsequent are not completed on or before the Outside Approvals Date:

- (a) Entity has obtained all Governmental Approvals.

6.02 City Defaults: The following shall constitute an Event of Default by the City: the failure of the City to observe and perform any covenant, condition, representation, warranty or agreement hereunder, and continuance of such failure for a period of forty-five (45) days, after receipt by the City of written notice from the Entity specifying the nature of such failure and requesting that such failure be remedied; provided, however, if the breach of any such covenant, condition or agreement is one which cannot be completely remedied within the forty-five (45) days after such written notice has been given, it shall not be an Event of Default as long as the City is proceeding with due diligence to remedy the same as soon as practicable but in no event later than one hundred twenty (120) days after such written notice.

6.03 Entity Defaults: Any one or more of the following shall constitute an Event of Default by the Entity:

- (a) Failure of the Entity to observe and perform any covenant, condition, representation, warranty or agreement hereunder, specifically including failure to comply with the Acoustical Provisions set forth in Exhibit "C" or failure to meet the milestones in Section 4.04 and Section 4.05 hereunder, and continuance of such failure for a period of forty-five (45) days, after receipt by the Entity of written notice from the City or Master Developer specifying the nature of such failure and requesting that such failure be remedied; provided, however, if the breach of any such covenant, condition or agreement is one which cannot be completely remedied within the forty-five (45) days after such written notice has been given, it shall not be an Event of Default as long as the Entity is proceeding with due diligence to remedy the same as soon as practicable but in no event later than one hundred twenty (120) days after such written notice.

- (b)(i) The Entity shall have applied for or consented to the appointment of a custodian, receiver, trustee or liquidator of all or a substantial part of its assets; (ii) a custodian shall have

been legally appointed with or without consent of the Entity and shall not have been dismissed for a period of ninety (90) consecutive days; (iii) the Entity, (A) has made a general assignment for the benefit of creditors, or (B) has filed a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors or has taken advantage of any insolvency law; (iv) the Entity has filed an answer admitting the material allegations of a petition in any bankruptcy or insolvency proceeding; or (v) the Entity shall take any action for the purpose of effecting any of the foregoing; (vi) a petition in bankruptcy shall have been filed against the Entity, and shall not have been dismissed for a period of ninety (90) consecutive days; (vii) an Order for Relief shall have been entered with respect to or for the benefit of the Entity, under the Bankruptcy Code; (viii) an Order, judgment or decree shall have been entered, without the application, approval or consent of the Entity, by any court of competent jurisdiction appointing a receiver, trustee, custodian or liquidator of the Entity, or a substantial part of its assets and such order, judgment or decree shall have continued unstayed and in effect for any period of ninety (90) consecutive days; (ix) the Entity shall have suspended the transaction of its usual business for ninety (90) consecutive days.

(c) The Entity or its successor in interest shall (i) fail to pay any real estate taxes, payments in lieu of real estate taxes, or any other governmental assessments on the Project Site or any part thereof when due and such failure shall continue for a period of ten (10) consecutive days after notice thereof or, (ii)(a) place on the Project Site any encumbrance or lien unauthorized by this Subsequent Developer Agreement, or (b) suffer any levy or attachment to be made, or any construction liens that have not been adequately bonded or collateralized, or any other unauthorized encumbrance or lien to attach, and with respect to (ii) (a) or (b), provision satisfactory to the City for removal or discharge of such unauthorized encumbrance or lien shall not have been made within sixty (60) days after written demand by the City to do so.

(d) There is, in violation of this Subsequent Developer Agreement, a transfer or assignment as prohibited in Article 5.

(e) The Entity or its successor fails to comply with the Acoustical Provisions set forth on Exhibit "C" attached hereto.

6.04 Remedies of City or Master Developer upon Event of Default by the Entity:

(a) Whenever any Event of Default by the Entity shall have occurred and be continuing, the City may terminate this Subsequent Developer Agreement, rescind any designation of the Entity as a Subsequent Developer or take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of the Entity under this Subsequent Developer Agreement; provided that no remedy available to the City shall (i) assert or impose liability on the Entity for special, indirect, consequential or punitive damages or assert or impose personal or individual liability on the affiliates, members, managers, officers and agents of the Entity.

(b) Whenever any Event of Default by the Entity shall have occurred and be continuing, the Master Developer may make a written request to the City to exercise any remedies available to the City in the Event of Default by the Entity, as set forth in Section (a), which request shall not be unreasonably denied by the City. If the City does not undertake to enforce this Subsequent Developer Agreement, within one hundred and twenty days (120) days of receipt of

the written request or at least thirty (30) days prior to the expiration of any applicable appeal period that may apply to such enforcement, whichever shall be shorter, Master Developer may take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of the Entity under this Subsequent Developer Agreement. In addition to, and not in limitation of, the remedies available to the City and to the Master Developer as set forth above, and notwithstanding any requirement of the City and the Master Developer to submit to binding arbitration to the contrary, the City or the Master Developer, as set forth above, may seek in a court of competent jurisdiction a temporary injunction or injunction to prevent: (i) any transfer or assignment not permitted pursuant to Article 5; or (ii) any action by the Entity in breach of covenants as set forth in Section 3.03(a) or 3.03(b).

(c) Remedies of the Entity upon Event of Default. Whenever any Event of Default by the City or the Master Developer shall have occurred and be continuing, the Entity may take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of the City or the Master Developer under this Subsequent Developer Agreement.

6.05 Restoration of Status: In case any Party, as applicable, shall have proceeded to enforce its rights under this Subsequent Developer Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely any Party, as applicable, then and in every such case, the Parties shall be restored respectively to their respective positions and rights hereunder, and all rights, remedies and powers of the Parties shall continue as though no such proceedings had been taken.

6.06 Failure or Delay by Any Party: Except as otherwise expressly provided in this Subsequent Developer Agreement, any failure or delay by a Party in asserting any of its rights or remedies as to any default, shall not operate as a waiver of any default, or any such rights or remedies, or deprive such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

6.07 Remedies Cumulative: No remedy conferred by any of the provisions of this Subsequent Developer Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

ARTICLE 7 COOPERATION AND COMPLIANCE

7.01 Implementation of Subsequent Developer Agreement and Redevelopment Plan: The parties hereto agree to cooperate with each other and to provide all necessary and reasonable documentation, certificates, and consents in order to satisfy the terms and conditions of this Subsequent Developer Agreement and the Redevelopment Plan as it applies to the Project and further agree to cooperate as may be reasonably requested by any Permitted Mortgagee of the

Entity in connection with obtaining financing for the Project or a part thereof; provided, however, that all cost of such action shall be borne by the Entity.

ARTICLE 8 MISCELLANEOUS

8.01 Conflict with Redeveloper Agreement: To the extent that the rights and responsibilities of the Entity and obligations of the City contained in this Subsequent Developer Agreement are inconsistent with the rights and responsibilities of a Subsequent Developer or the obligations of the City as set forth in the Redeveloper Agreement then provisions of this Subsequent Developer Agreement shall govern. The City acknowledges that the Master Developer shall have no liability under this Subsequent Developer Agreement and that its acknowledgement of this Subsequent Developer Agreement is solely for the purpose of recognizing the Entity and the Project pursuant to the Redeveloper Agreement. Nothing contained in this Subsequent Developer Agreement modifies, alters or waives the rights of either the City or the Master Developer under the Redeveloper Agreement. No action or inaction by the Entity shall be imputed to be considered a breach, default, or violation of the Redeveloper Agreement by the Master Developer.

8.02 No Consideration for Agreement: The Entity warrants it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Subsequent Developer Agreement, other than normal costs of conducting business and costs of professional services such as architects, engineers, financial consultants and attorneys. The Entity further warrants it has not paid or incurred any obligation to pay any officer or official of the City, any money or other consideration for or in connection with this Subsequent Developer Agreement.

8.03 Non-Liability of Officials and Employees: No member, official or employee of the City shall be personally liable to the Entity, or any successor in interest, in the event of any default or breach by the City, or for any amount which may become due to the Entity or its successor, or on any obligation under the terms of this Subsequent Developer Agreement. No member, officer, or employee of the Entity shall be personally liable to the City under this Subsequent Developer Agreement.

8.04 Inspection of Books and Records:

(a) The City shall have the right at all reasonable times on reasonable advance notice to the Entity to inspect the books and records of the Entity pertinent to the requirements of this Subsequent Developer Agreement, including but not limited to construction contracts, books and records, leases, insurance policies, and agreements.

(b) The Entity shall have the right at all reasonable times to inspect the books and records of the City pertinent to the purposes of this Subsequent Developer Agreement.

(c) Such inspections must be performed at a time and in a manner as to not unreasonably interfere with the business operations of the Party whose books and records are being inspected.

8.05 Modification of Agreement: No modification, waiver, amendment, discharge, or change of this Subsequent Developer Agreement shall be valid unless the same is in writing, duly authorized, and signed by the Entity and the City, and acknowledged by the Master Developer.

8.06 Recitals: The recitals contained in this Agreement contain statements of fact and/or expressions of intention by the Parties and are deemed to be part of the substance of this Agreement.

8.07 Entire Agreement: This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof.

8.08 Title of Articles and Sections: The titles of the several Articles and Sections of this Agreement, as set forth in the Table of Contents or at the heads of said Articles and Sections, are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

8.09 Severability: The validity of any Articles and Section, clause or provision of this Subsequent Developer Agreement shall not affect the validity of the remaining Articles and Section, clauses or provisions hereof.

8.10 Indemnification: The Entity, for itself and its successors and assigns, covenants and agrees, at its sole cost and expense to indemnify, defend and hold harmless the Master Developer, the City, its governing body, their respective officers, employees, agents, attorneys and consultants, representatives and employees, agents, attorneys and consultants, representatives and employees and respective successors and assigns from any third Party claims, liabilities, losses, costs, damages, penalties and expenses (including reasonable attorney's fees) resulting solely from or in connection with one or a combination of the following (i) any breach by the Entity or its agents, employees or consultants, of the Entity's obligations under this Subsequent Developer Agreement, or (ii) the acts or omissions of the Entity agents, contractors or subcontractors, employees, or consultants in connection with the development, financing, design, construction, operation, or maintenance of the Project.

8.11 Governing Law: The Subsequent Developer Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

8.12 Waiver of Jury Trial: The Parties to this Subsequent Developer Agreement do hereby waive the right to a trial by jury with respect to any dispute or controversy concerning or arising as a consequence of this Agreement.

8.13 Notices: Any notice by a Party to this Subsequent Developer Agreement to another of the parties shall be deemed to have been properly given only if (i) delivered personally or (ii) sent by registered or certified mail return receipt requested in a postage paid envelope or (iii) sent by nationally recognized overnight delivery service to a Party at such Party's address set forth above or such other address as a Party may designate in writing. Notices shall be deemed to have been duly given when received by the addressee or upon the addressee's refusal to accept delivery.

The terms of this Section 9.13 shall apply to any Permitted Mortgagee upon such Permitted Mortgagee giving notice to the other parties of its identity and address.

8.14 Condemnation: The City is authorized under the Act to condemn property in a redevelopment area for the purpose of effectuating a redevelopment project; however, pursuant to Section 17.2 of the Redeveloper Agreement, the City has contractually agreed not to exercise its eminent domain powers concerning any property within the Boardwalk Area or the Prime Renewal Area of the Redevelopment Plan without Master Developer's consent.

IN WITNESS WHEREOF, the parties have executed this Subsequent Developer Agreement as of the date first written above.

Attest:

THE CITY OF ASBURY PARK

By: _____
Melody Hartsgrrove, City Clerk

By: _____
Mayor, John Moor

Date: _____, 2021

1401 OCEAN AVENUE, LLC

Witness:

By: _____
Managing Member

ASBURY PARTNERS, LLC

By: _____

Date: _____, 2021

EXHIBIT “A”
PROJECT DESCRIPTION

The Project consists of the construction of an outdoor roof top deck atop the existing Berkeley Oceanfront Hotel, an Historic 1920s hotel that was renovated in 1984 and has remained in operation (the “**Roof Top Deck**”). The Roof Top Deck will be on a portion of the rooftop consisting of seven thousand five hundred (7500) square feet of space along the southeast portion of the roof, holding a maximum of 150 people, a new unisex bathroom in an existing rooftop structure, and a 12-person bar, with removable tables and chairs, and an 8-foot-high modular sound wall in accordance with the Project Description and architectural plans prepared by MODE and dated June 1, 2019, attached hereto as a component of Exhibit “A” (“Project Description”) and in strict compliance with the requirements and provisions of the Acoustical Provisions set forth in Exhibit “C”.

EXHIBIT “B”
PROJECT SCHEDULE

The Subsequent Developer Agreement contains an anticipated approval/construction timeframe. The Subsequent Developer will comply with the timeframes set forth in the Subsequent Developer Agreement. Anticipated timeframes associated with the approval/construction process include the following:

Anticipated submission to Asbury Park Planning Board:	Within 60 days of Subsequent Developer appointment and full execution of the Subsequent Developer Agreement by all parties.
Anticipated Public Hearing before the Asbury Park Planning Board:	Special meeting to be requested within 5 business days of submission of Planning Board Application.
Anticipated Planning Board Adjudication of the matter:	Within 60 days of Planning Board Application being deemed complete.
Anticipated Planning Board adoption of Resolution and expiration of any applicable appeal period:	45 days after proposed Notice of Approval by the Planning Board is published.
Anticipated commencement of construction:	Within 7 months of Approval and full execution of Subsequent Developer Agreement.
Anticipated project completion date:	The outside project completion date is no later than 12 months after Planning Board Approval

NOTE: Nothing contained herein is designed or intended to supersede the timeframes referenced or otherwise memorialized in the Subsequent Developer Agreement.

EXHIBIT “C”

ACOUSTICAL PROVISIONS

Introduction:

Recognizing the need to protect the public health, safety and welfare of the general public and particularly the importance of maintaining the quality of life in the area of the Project, and the continued enjoyment of the area by nearby residents and visitors, free of unreasonable interference from open air rooftop sound systems, multiple evaluations have been undertaken by acoustical consultants. The findings of said evaluations have been submitted in the following reports, all of which are on file in the offices of the Department of Planning and Redevelopment of the City of Asbury Park:

- Russell Acoustics, LLC, dated July 16, 2020;
- Russell Acoustics, LLC, dated January 29, 2021; and
- City Lewis S. Goodfriend & Associates, dated April 1, 2021 (collectively, the “Acoustics Reports”)

The City wishes to undertake a pilot program for the 2021 season in order to evaluate the impacts of the proposed outdoor rooftop deck sound system, as it is further described herein (the “Sound System”), on the nearby receptors. The City approves the installation and operation of the Sound Systems, subject to compliance with the conditions set forth below which shall only apply to the operation of the Sound Systems and shall not otherwise limit the operation by the Entity of the other features of the Roof Top Deck, as that term is defined in the Agreement:

1. Construction Requirements.

- a. Construct a sound barrier around the Roof Top Deck a.) with a height of 2.44 meters (8 ft.) along the north edge of the roof constructed of Kinetics Noise Control “Noiseblock” barrier wall systems, or equal approved by the City Manager. The barrier must have minimum acoustical ratings of an STC-43 and a NRC 1.0. b.) with a height of 1.68 meters (5.5 ft) (above the parapet), along the east, south and west edges of the Roof Top Deck, constructed of plexiglass.
- b. A minimum of seventeen (17) sound systems Bose 302A indoor/outdoor speakers, which shall include programable noise limiters.

- c. The orientation and location of said speakers shall be as set forth on the Berkley Oceanfront Rooftop Patio Speaker Layout & Orientation, attached hereto as Figure 1.

2. Operational Requirements.

- a. Only “soft background music” shall be permitted. Small, live musical ensembles are also permitted for private parties, but concerts are prohibited. Music and/or performances shall not be advertised.
- b. The speakers shall only be operated with the activation of programable limiters to prevent the sound level from being turned up above the set maximum.

3. Performance Test.

The Entity shall perform octave band sound pressure levels and A-weighted sound levels (dB(A)) measurements at the neighboring residential properties to the Berkeley Oceanfront Hotel during the nighttime hours (after 10:00 PM), with the bar area of the Roof Top Deck fully occupied and the music playing. A written report of the results shall be submitted and will be compared to the A-weighted and octave band nighttime limits of the City and NJDEP noise regulations. If it is determined, as a result the Performance Test that the plexiglass barriers are not effective., then the Entity shall install such other barrier as determined necessary by the acoustical engineer retained by the City.

4. Annual Review and Approval.

The approval to install and operate the rooftop sound system as described above shall expire on December 31, 2021, and thereafter, the approval to operate shall be subject to annual review. Upon the submission of an application to the City to renew the approval, the City will consider the renewal of the operation of the Sound System for an additional year. In order to qualify for such a renewal, the Entity must establish, to the satisfaction of the Mayor and City Council of the City of Asbury Park, that the operation of the Sound System will not be detrimental to the public health, safety and welfare, and that it will not impair the quality of life of nearby receptors; however, approval to operate for an additional year will not be unreasonably delayed, denied or conditioned.

5. Community Meeting.

The Entity shall diligently advertise and conduct a community meeting to receive comments and questions from the public regarding the operation of the Sound System within twenty (20) days after the request by the City Manager to conduct such a meeting. The community meeting, which may be held virtually, shall be held after not less than ten (10) days prior public notice and at a time and

place convenient for the public to participate.

6. Cumulative Compliance.

The Acoustical Provisions contained in this Exhibit C shall apply in addition to, and not in lieu of, such ordinances of the City of Asbury Park that may apply to any aspect of the operation of the Roof Top Deck.

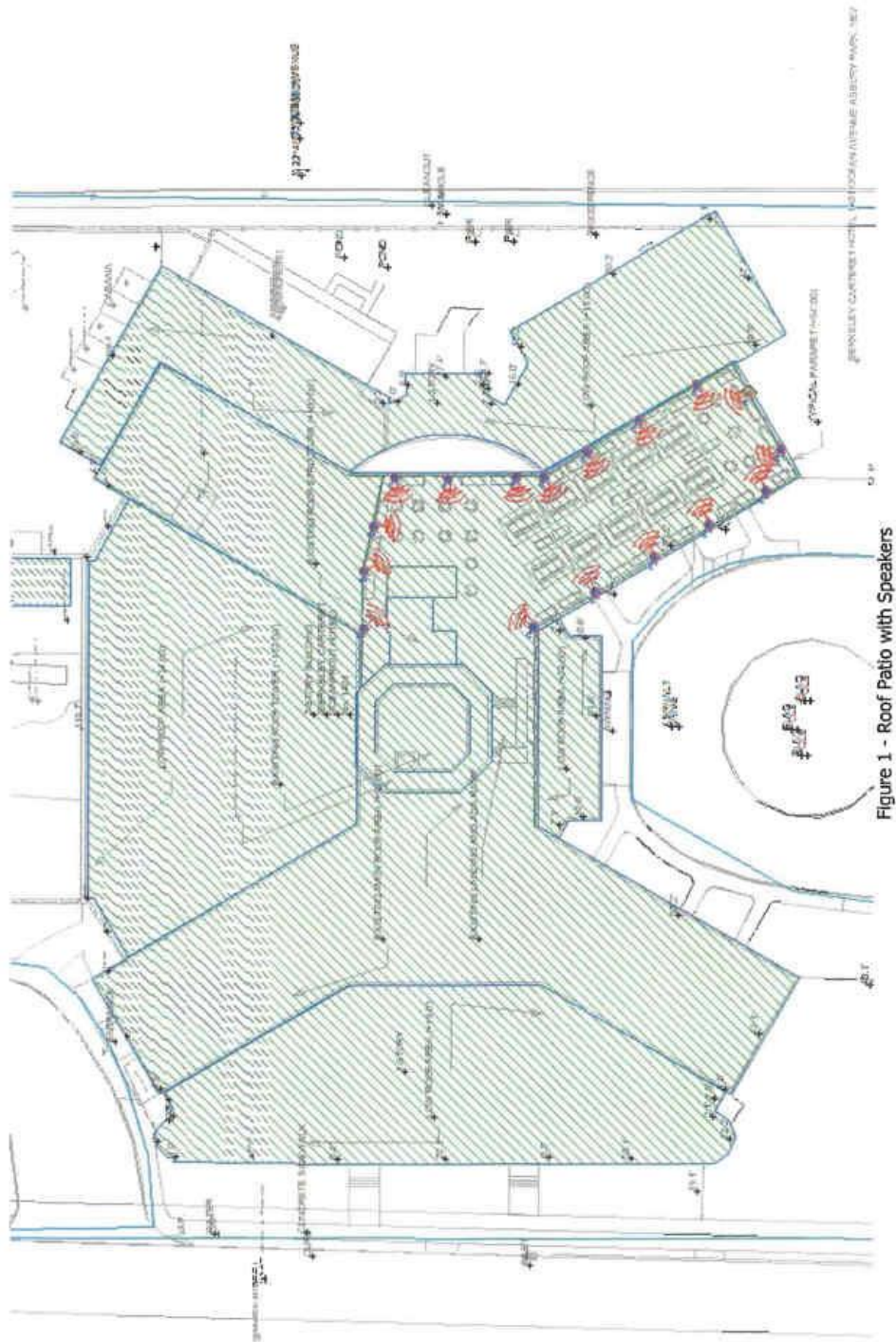


Figure 1 - Roof Patio with Speakers

EXHIBIT “D”**DECLARATION OF
COVENANTS AND RESTRICTIONS**

This Declaration of Covenants and Restrictions (“Declaration”), is made this _____ day of _____, 2021, by 1401 Ocean Avenue LLC, having its office at ----- (the “Entity”)

FOR THE BENEFIT OF

The City of Asbury Park, a municipal corporation of the State of New Jersey with offices at 1 Municipal Plaza, Asbury Park, New Jersey, 07712 (the “City”) acting in the capacity of a redevelopment agency for the City of Asbury Park, New Jersey; and such other persons and parties entitled to enjoy the benefits and protections of the covenants and restrictions hereof and to enforce the obligations of the Entity hereunder.

WITNESSETH:

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

WHEREAS, on June 5, 2002, the City adopted the “Asbury Park Waterfront Redevelopment Plan” (as amended and supplemented from time to time, the “**Redevelopment Plan**”) with respect to the “Asbury Park Waterfront Redevelopment Area,” as defined in the Redevelopment Plan (the “**Redevelopment Area**”); **and**

WHEREAS, the City and Asbury Partners, LLC (the “**Master Developer**”) entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002, which provides, among other things, that the Master Developer shall be responsible for the redevelopment of the properties governed by the Redevelopment Plan, which redevelopment

it may to undertake itself, or through agreements with selected subsequent developers on a “block-by-block” basis; **and**

WHEREAS, in 2018 the City amended the Redevelopment Plan to provide for the redevelopment of individual properties within the Redevelopment Area, provided certain criteria are met, including the designation of the person or the Entity wishing to redevelop a property as a subsequent developer; **and**

WHEREAS, on June 13, 2018, the City adopted the First Amendment to the “Amended and Restated Redeveloper and Land Disposition Agreement” (the “**First Amendment**” and the “**Amended and Restated Redeveloper and Land Disposition Agreement**” together shall be referred to as the “**Redeveloper Agreement**”, a copy of which is on file with the City Clerk), which set forth the City and Master Developer responsibilities with regard to the selection and designation of subsequent developers; **and**

WHEREAS, pursuant to the Redevelopment Plan and the Redeveloper Agreement, as amended, “any owner, purchaser, assignee or transferee of all or part of any property within the [Redevelopment] Area that is subject to the provisions of the Amended [Redevelopment] Plan” may seek to be designated as a subsequent developer by submitting a subsequent developer application to the Master Developer and the City, along with any escrow and application fees required by the City; **and**

WHEREAS, the Entity is the owner of property identified as Block 4204, Lot 1 (the “Property”) on the tax maps of the City and located in the Redevelopment Area (the “**Project Site**”) and intends to construct a roof top deck atop the existing Berkeley Oceanfront Hotel (the “**Roof Top Deck**”). The proposed Roof Top Deck will be on a portion of the rooftop consisting of seven thousand five hundred (7500) square feet of space along the southwest portion of the roof holding a maximum of 150 people, a new unisex bathroom in an existing rooftop structure, and a 12-person bar, with removable tables and chairs, and an 8-foot-high modular sound wall (the “**Project**”); **and**

WHEREAS, the City, the Master Developer, and the Entity have entered into that certain Subsequent Developer Agreement (the “**Subsequent Developer Agreement**”) which memorializes the terms and conditions by which the Entity will implement and carry out the Project; **and**

WHEREAS, pursuant to the Subsequent Developer Agreement, the Entity agreed to certain covenants governing the Entity’s (i) use of the land on which the Project will be constructed (the “**Project Site**”) (ii) construction of the Project and (iii) indemnification of the City and its officers, agents, employees, contractors, and consultants (hereinafter the “**Indemnified Parties**”); **and**

WHEREAS, the Subsequent Developer Agreement requires that such Covenants be memorialized in a Declaration of Covenants, and Restrictions and that said declaration be recorded against the Hotel Site by the Entity in the office of the Monmouth County Register,

NOW, THEREFORE, the Entity declares that the Project and the Project Site as defined above and such additions thereto as may hereinafter be made in accordance herewith, is and shall be held, transferred, sold, conveyed, leased, occupied, and used subject to the covenants, conditions, charges, and obligations hereinafter set forth in this Declaration:

Section 1. **General.** The foregoing whereas clauses are hereby incorporated in this section 1 as if fully set forth at length.

Section 2. **Definitions.** Defined terms not otherwise defined herein shall have the meaning assigned to such terms in the Subsequent Developer Agreement, a fully executed copy of which shall be on file in City Hall.

Section 3. **The Entity’s Covenants.** In accordance with the terms of the Subsequent Developer Agreement, the Entity expressly covenants and agrees as follows:

(a) The Entity shall construct on the Project Site only the uses as established in the Redevelopment Plan and as approved by the Planning Board.

(b) The Entity shall not sell, lease or otherwise transfer all or any portion of the Project Site unless an initial Certificate of Occupancy has been issued for the Project or as otherwise

permitted in accordance with the Subsequent Developer Agreement, provided that nothing contained herein shall prohibit the Entity from entering into contracts for such purposes.

(c) The Entity shall keep the Project Site free from any substantial accumulation of debris or waste materials generated as a result of the Project and shall maintain in good condition any landscaping required to be planted on the Project Site pursuant to the Final Site Plan. Additionally, the Entity shall keep the areas immediately surrounding the Project Site, such as public roads, sidewalks, etc. free from any accumulation of debris or waste materials generated as a result of the Project and any such debris shall be removed at the end of each work day, or sooner in the case of public safety, as directed by the City Manager.

(d) The Entity shall, in connection with its use or occupancy of the Project, not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the Project Site or any building or structure erected or to be erected thereon is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, sexual orientation, gender identity, sex or familial status, and the Entity, its successors and assigns, shall comply with all Applicable Laws prohibiting discrimination or segregation by reason of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status.

(e) The Entity shall, in order to effectuate the purposes of the Subsequent Developer Agreement, make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and in general do all things which may be reasonably requisite or proper for the construction and development of the Project in accordance with the Final Site Plan, the Subsequent Developer Agreement, the Redevelopment Plan, and Applicable Law.

(f) The Entity shall, upon completion of construction of the Project, obtain all Governmental Approvals required, if any, authorizing the occupancy and use of the Project for the purposes contemplated hereby.

(g) The Entity shall not suspend or abandon or discontinue the performance of its obligations under the Subsequent Developer Agreement for a period of more than sixty (60) consecutive days, provided, however, that a suspension of the performance of its obligations under the Subsequent Developer Agreement shall be permitted for the reasons set forth in Section 4.06 of the Subsequent Developer Agreement.

(h) The Entity shall cause the Project to be developed, financed, constructed, operated and maintained without any cost or expense to the City.

(i) The Entity shall develop, finance, construct, operate and maintain the Project on the Project Site consistent with Applicable Laws, Government Approvals, the Redevelopment Plan, and the Subsequent Developer Agreement.

(j) The Entity shall use commercially reasonable efforts to diligently undertake the financing, construction, development, operation, and maintenance of the Project during the period between the Commencement of Construction and Completion of Construction of the Project in accordance with the deadlines or timeframes for completion of Project activities as set forth in this Subsequent Developer Agreement.

(k) **Opportunities for Local Residents** The Entity shall make available two apprenticeship's per season in the field of Food and Beverage Industry as set forth in the Subsequent Developer Agreement, to encourage local resident participation in the operation of the Project.

(l) **Opportunities for Women and Minorities in Construction Jobs:** The Entity shall make good faith efforts, as same are defined in the Subsequent Developer Agreement, to encourage women and minority participation in the construction of the Project.

(m) The Entity shall construct the Project in conformance with CAFRA Permit number 1303-03-0001.2, issued by the New Jersey Department of Environmental Protection on March 26, 2004, as subsequently modified, and shall not seek any further modification of the CAFRA Permit.

(n) The Entity shall record the Declaration of Restrictions in the office of the Monmouth County Clerk.

(o) The Entity shall indemnify the City as set forth in Section 9.11 of the Subsequent Developer Agreement.

(p) Recognizing the importance of maintaining the quality of life in the area, and the continued peaceful enjoyment of adjoining properties, the Entity shall comply at all times with the City of Asbury Park Municipal Code Section 3.9, "Noise". Should the Entity plead nolo contendere, plead guilty or be convicted of three (3) violations of said noise control provisions, occurring during any calendar year, the authorization to operate the sound/audio system on the Hotel roof top shall cease. The resumption of the sound/audio system shall not resume until the Entity has submitted to the Mayor and City Council a report of a professional noise control

consultant identifying a plan to assure compliance with the Municipal Code Section 3.9, the commitment by the Entity to implement the plan and the approval of the Mayor and City Council to resume the use of the sound/audio system.

(q) The Entity shall ensure that any agreements with its lessees or assigns shall reflect the covenants set forth herein.

Section 4. The Encumbered Lands. The lands and premises (together with the improvements to be constructed thereon) which are intended to be encumbered by this Declaration consist of the Project Site which consists of Block 4204, Lots 1 (the “Property”) on the tax maps of the City, and as more particularly described in the metes and bounds description attached hereto as Exhibit “A” [to provide legal description].

Section 5. Effect and Duration of Covenants. The Entity hereby acknowledges that this Declaration shall be recorded, imposing on the Project Site the covenants provided in this Declaration, provided, however, that such covenants shall be binding on the Entity itself, each successor in interest to the Project, the Project Site, or any part thereof, and each party in possession or occupancy, respectively, only for such period as the Entity or such successor or party shall have title to, or an interest in, or possession or occupancy of the Project Site, the Project or any part thereof. The covenants provided herein shall run with the land and shall cease and terminate when a Certificate of Completion for such improvements has been issued, except that the covenants set forth in Section 3(q) and Section 3(r) shall survive the termination of the Subsequent Developer Agreement, and shall only terminate at such time as no RABs remain outstanding.

Section 6. Indemnity. The Entity shall comply with the provisions set forth in Section 9.11 of the Subsequent Developer Agreement entitled INDEMNIFICATION. The Indemnity shall survive the termination of the Subsequent Developer Agreement and shall run with the land, provided, however, that the Indemnity shall be binding on the Entity itself, each successor in interest to the Project, the Project Site, or any part thereof, and each party in possession or occupancy, respectively, only for such period as the Entity or such successor or party shall have title to, or an interest in, or possession or occupancy of the Project Site, the Project Improvements or any part thereof.

Section 7. Binding Effect and Enforcement. This Declaration shall inure to the benefit of the City, its legal and personal representatives, successors and assigns, and such other persons and parties entitled to enjoy the benefits and protections of the covenants and restrictions

hereof and to enforce the obligations of the Entity hereunder. This Declaration and the covenants and restrictions imposed upon the Project Site hereunder shall be enforceable by the City, and such other persons and parties entitled to enforce the provisions of the Subsequent Developer

Agreement against the Entity.

1401 Ocean Avenue, LLC

, Managing Member

STATE OF NEW JERSEY :

:ss:

COUNTY OF _____:

BE IT REMEMBERED, that on this __ day of _____, 2021 before me, the subscriber, an officer duly authorized pursuant to N.J.S.A. 46:14-6 to take acknowledgments for use in the State of New Jersey, personally appeared _____, who acknowledged under oath, to my satisfaction, that this person (or if more than one, each person): (a) is the managing member of 1401 Ocean Avenue LLC, the New Jersey limited liability company named in the within instrument and is authorized to sign the within instrument on behalf of the limited liability company; and (b) as such member or manager, signed, sealed and delivered this instrument as the voluntary act and deed of the limited liability company, made by virtue of authority from all of its members.

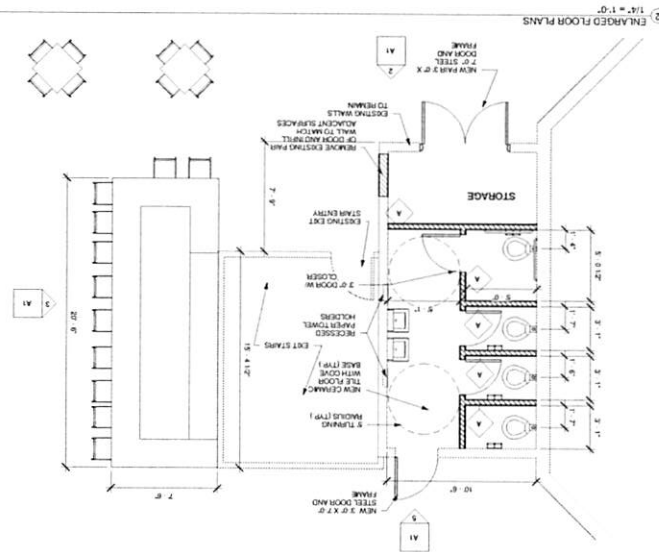
Notary Public

EXHIBIT A

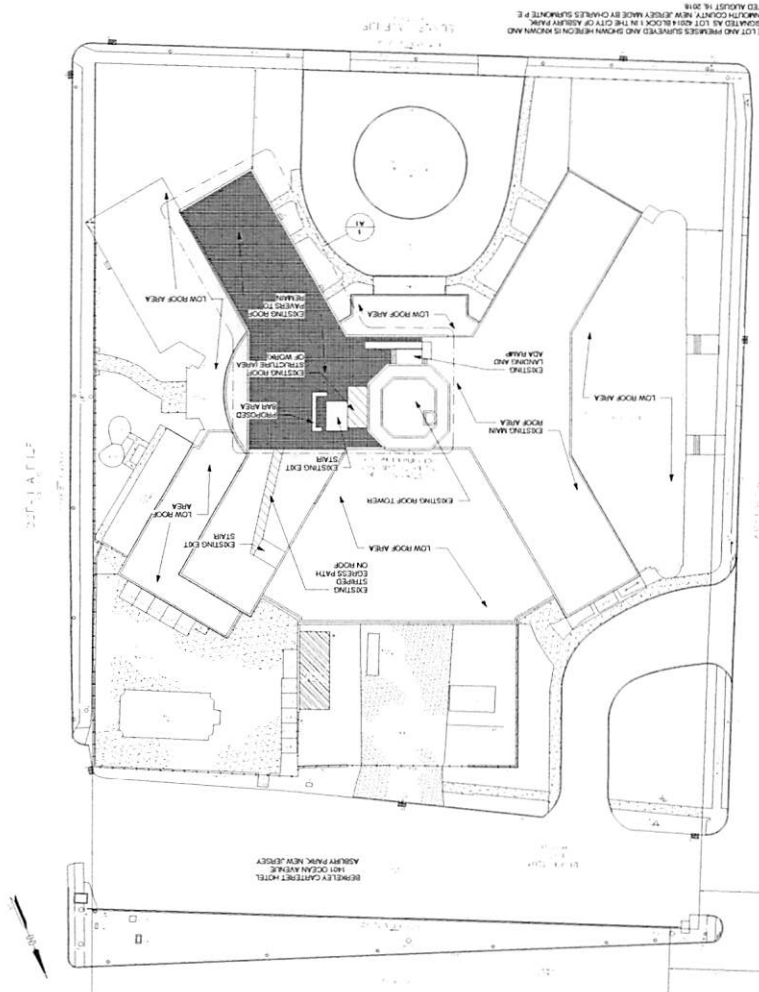
Attachment: EXHIBIT A (2021-239 : 1401 Ocean Avenue (Berkeley Carteret Hotel) Subsequent Redeveloper's agreement for roof deck)

[illegible]

VICINITY MAP



1 SITE PLAN 1" = 30'-0"



15415

THE LOT AND PREMISES SURVEYED AND SHOWN HEREON IS KNOWN AND ESTIMATED AS LOT 4291 A BLOCK 1 IN THE CITY OF ASHLAND PARK, SOUTHWEST COUNTY, NEW JERSEY MADE BY CHARLES SUPONTE P E.
DATED AUGUST 16, 2018

1. C_2F_4 2. AFL_2

1401 OCEAN, LLC
THE BERKELEY HOTEL - ROOF IMPROVEMENTS~

PROJECT LOCATION

BLOCK 4204 LOT 1
 1401 OCEAN AVE
 ASBURY PARK, NJ

DATE: 06/10/19

NO. OF SHEETS: 1

PROJECT NO: 190800

DATE: 06/10/19

NO. OF SHEETS: 1

PROJECT NO: 190800

CONTRACTOR: 190800

PROJECT NO: 190800

DATE: 06/10/19

NO. OF SHEETS: 1

DATE: 06/10/19

NO. OF SHEETS: 1

PROJECT NO: 190800

DATE: 06/10/19

NO. OF SHEETS: 1

PROJECT NO: 190800





City of Asbury Park Flag Flying Policy

I. Purpose.

- A. The City of Asbury Park (the “City”) hereby establishes the following guidelines regarding the display of Commemorative or Organizational Flags on a City flagpole located at the City Hall, or City-owned or City-maintained facilities.
- B. In adopting this Policy, the City Council declares that flagpoles owned or maintained by the City are not intended to serve as a forum for free expression by the public, but rather as a non-public forum for the display of Commemorative or Organizational Flags authorized by the City Council as an expression of the City Council's official sentiments which shall constitute government speech.

II. Policy.

- A. As expression of the City’s official government speech, the City Council may authorize the display of a Commemorative or Organizational Flag at the flagpole(s) located at the City Hall or other City-owned or City-maintained facilities.
- B. The City Council shall only consider a request to display a Commemorative or Organizational Flag if a majority of the City Council members agrees to place the issue on the agenda for a regular or special City Council meeting. Further procedural requirements are outlined in Section III.
- C. At a noticed and agendized City Council meeting, a majority of Council members would need to adopt a Resolution to authorize the flying of the Commemorative or Organizational Flag.
- D. Each Commemorative or Organizational Flag cannot be flown more than once per year and will be displayed for a period of time that is reasonable or customary for the duration of the event or for a period of one month, as appropriate
- E. Commemorative and Organizational flags must be temporarily donated for the City’s use and be clean, without holes and tears, and be made of an all-weather fabric. The City will not be responsible for the condition of the Commemorative or Organizational Flag once flown and may dispose of any such flag not picked up within thirty (30) days after it has been flown. Flags cannot be larger than 4ft x 6ft. The City will not purchase the Commemorative or Organizational Flags.

- F. All Commemorative and Organizational flags must be smaller in size than the American Flag that is displayed at City Hall, and shall be displayed on a separate flagpole from that on which the American Flag is displayed.
- G. When the American Flag is at half mast, the Commemorative or Organizational Flag will also be flown at half-staff.

III. Procedure.

- A. An individual or group who would like to request a Commemorative or Organizational Flag to be approved by the City Council should make a request to the City Manager. The City Manager shall distribute any requests made by the public to all members of the City Council. All requests will then be placed on an agenda for a regular or special City Council meeting and the request will be considered by the City Council pursuant to Section II.
- B. The City Council will only display Commemorative or Organizational flags that it approves as its own government speech.
- C. Flags will be flown according to the U.S. Flag Code.

EXHIBIT A

Draft Sign Regulation Update for Asbury Park

Replace/Add the following definitions:

§30-15 DEFINITIONS

ABANDONED OR DISCONTINUED SIGN OR SIGN STRUCTURE - A sign or sign structure whose owner has failed to operate or maintain said sign or sign structure for a period of six months or longer. The following conditions shall be considered as the failure to operate or maintain a sign or sign structure.

A. A sign displaying advertising for a product or service which is no longer available or displaying advertising for a business which is no longer licensed; or

B. A sign which is blank.

LUMINANCE - The amount of light coming from a sign expressed as a measurement of the brightness of a sign face of either the light that is emitted by, or reflected from, the surface of the sign. Luminance is measured in units called "candela" per square meter (cd/m^2) and is informally known as a "nit". One nit = one cd/m^2 .

NIT- Luminance measured in units called candela per square meter (cd/m^2) and informally known as a "nit". One nit = one cd/m^2 .

SIGN - Any device, fixture, placard or structure which uses color, form, graphics, illumination, architectural style or design with text, or writing to advertise, attract attention, announce the purpose of or identify the purpose of any person or entity, or to communicate information of any kind to the public. The term "sign" includes sign structure. The following shall not be considered signs subject to the regulations of this chapter: artwork, holiday or seasonal decorations, cemetery markers, machinery or equipment signs, memorial signs or tablets.

SIGN, ANIMATED - A sign which includes action, motion, or color changes, or the optical illusion of action, motion or color changes, including signs set in motion by movement of the atmosphere, or made up of a series of sections that turn.

SIGN AREA - The total area, as measured in square feet, of a sign surface, including all parts thereof devoted to the background including all borders and trim, computed by bounding the exterior of the sign structure or surface with a series of straight or curved lines tangent thereto. The area of a sign on an awning and signs with letters attached directly to walls or awnings shall be calculated by constructing an imaginary series of straight lines or lines formed, bounded or characterized by curves around the outside of all elements of the sign. Supports that are not part of the sign face and contain no messaging shall not be included in the sign area calculation.

SIGN, AWNING - See "canopy sign."

SIGN, BANDIT - See "snipe sign."

BANNER - Any sign or string of one or more signs, usually made of fabric or other lightweight material, which is used to attract attention, whether or not imprinted with words or characters, including but not limited to balloons and pennants. This includes "feather banners". Flags shall not be considered banners.

BILLBOARD - A sign structure and/or sign utilized for advertising an establishment, an activity, a product, service or entertainment which is sold, produced, manufactured, available or furnished at a place other than on the property on which said sign structure and/or sign is located.

SIGN, BLADE - A type of projecting sign that is mounted perpendicular to the building façade.

SIGN, BUILDING or WALL - Any sign erected, constructed or maintained on a building with the principal support of said sign being that building with its face in a parallel plane with the plane of the building facade or wall, that does not extend above the height of the vertical wall or eaves.

SIGN, CANOPY - Any sign that is a part of or attached to an awning or canopy, i.e., a fabric, plastic or structural protective cover constructed over a door, entrance, window or outdoor service area that is constructed as an integral part of a building.

SIGN, CONSTRUCTION - A temporary, on-premises sign identifying an approved development during the construction phase of a project prior to completion of the work for which permission was granted containing sign copy that is limited to the development activity and identifying the owner/developer, contractors/subcontractors, designers, financiers or sponsors.

SIGN, DIRECTIONAL - A noncommercial on-site sign providing direction or information to pedestrian or vehicular traffic that is related or reasonably necessary to the movement of pedestrian or vehicular traffic on the premises, and not displaying a commercial message (e.g., (entrance," "exit," "caution," "no parking". "one way", "no trespassing," and the like).

SIGN, DOUBLE-FACED - A single sign with copy on both sides of the sign and mounted as a single structure.

SIGN FACE -The part of the sign that is or can be used to identify, display, advertise, communicate information, or for the visual representation, which attracts or intends to attract the attention of the public for any purpose.

SIGN, FLASHING - A sign which permits light to be turned on or off intermittently more frequently than once per minute or any illuminated sign on which such illumination is not kept stationary or constant in intensity and color at all times when such sign is in use, including a LED (light-emitting diode) or digital sign, and changes more frequently than once per minute.

SIGN, FREESTANDING - A sign supported by structures or supports that are placed on or anchored in the ground or at ground level and which are independent of any building or other structure.

SIGN, FUTURE DEVELOPMENT - A sign that functions to advertise the future or proposed development of the premises upon which the sign is erected.

SIGN HEIGHT - The vertical distance measured from ground level nearest the base of the sign to the highest point on the sign.

SIGN, ILLEGAL -Any sign which was unlawfully erected or which has been determined to be in violation of any provision of Article XII of the Asbury Park City Land Development Ordinance.

SIGN, ILLUMINATED - Any sign or portion thereof that is illuminated by artificial light, either from an interior or exterior source, including outline, reflective or phosphorescent light, whether or not the source of light is directly affixed as part of the sign.

SIGN, INCIDENTAL - A sign not exceeding one square foot in size attached to a freestanding sign or affixed to a wall that either:

A. Identifies credit cards accepted by the owner, tenant or occupant of the lot where the incidental sign is located; or

B. Provides an official notice of services required by law or trade affiliation.

SIGN, INTERMITTENT - A sign which permits light to be turned on or off intermittently more frequently than once every 24 hours or which is operated in a way whereby light is turned on or off intermittently more frequently than once every 24hours, including any illuminated sign on which such illumination is not kept stationary or constant in intensity and color at all times when such sign is in use, including a LED (light-emitting diode) or digital sign, and that varies in intensity or color more frequently than once every 24 hours.

SIGN MAINTENANCE - Replacing, repairing or repainting a portion of a sign structure, or periodically changing copy or renewing copy, which has been made unusable by ordinary wear.

SIGN, NAMEPLATE or OCCUPANT IDENTIFICATION- A sign indicating the name and/or profession or address of a person or persons residing or legally occupying the premises.

SIGN, NONCONFORMING - A sign that was lawfully erected but no longer conforms to the regulations provided in Chapter 30 of the Asbury Park City Land Development Regulations.

SIGN, OFF-PREMISES or OFF-SITE - Any sign relating in its subject matter to commodities, accommodations, services or activities on premises other than the premises on which the sign is located.

SIGN, PERMANENT -Any sign which, when installed, is intended for permanent use. For the purposes of this chapter, any sign with an intended use in excess of six months from the date of installation shall be deemed a permanent sign.

SIGN, PORTABLE -Any sign, banner or poster that is not permanently attached to the ground or structure. For purposes of this chapter, an inflatable sign shall be considered a portable sign.

SIGN, PROJECTING – A sign mounted perpendicular to the building façade.

SIGN, REAL ESTATE - A sign advertising the sale, rental or lease of the premises or part of the premises on which the sign is displayed temporarily.

SIGN, REVOLVING or ROTATING - Any sign that revolves or rotates.

SIGN, ROOF -Any sign erected and constructed wholly on or over the roof of a building which is supported by the roof structure, or any sign that extends in whole or in part above the roofline of a building. For purposes of this definition, "roofline" shall mean the highest continuous horizontal line of a roof. On a sloping roof, the roofline is the principal eave or the highest line common to one or more principal eaves of a roof. On a flat roof, the roofline is the highest continuous line of a roof or parapet, whichever is higher.

SIGN, SAFETY -See "warning sign."

SIGN, SANDWICH BOARD - A temporary, portable, double-faced, freestanding sign in an "A-Frame" configuration and that is supported only by the two panels that also serve to display the message(s), or the legs that serve as the frame for display panels. Such signs shall not include any supporting elements separate from the display panels themselves.

SIGN, SNIPE (BANDIT SIGN) - Any sign tacked, nailed, posted, pasted, glued or otherwise attached to trees, rocks or other natural features, or poles, stakes or fences with the message appearing thereon not applicable to the present use of the premises upon which the sign is located. This shall not include warning signs such as "no trespassing" signs or "no hunting" signs.

SIGN, SPECIAL EVENT - A sign, regardless of its content, providing notice of or direction to an event, gathering, assembly or meeting that is open to the public at large.

SIGN, STATUTORY- A sign required by any statute or regulation of the State of New Jersey or United States.

SIGN, STREET ADDRESS -Any sign denoting the street address of the premises on which it is attached or located.

SIGN STRUCTURE - Any structure which is designed specifically for the purpose of supporting a sign, which has supports or which is capable of supporting a sign. The definition shall include any decorative covers, braces, wires, supports or other components attached to or placed around the sign structure.

SIGN, TEMPORARY -A sign intended for a use not permanent in nature. A sign with an intended use of 60 days or less shall be deemed a temporary sign, unless specified otherwise herein.

SIGN, TRAFFIC CONTROL DEVICE - Any sign located within the right-of-way that functions as a traffic control device and that is described and identified in the Manual on Uniform Traffic Control Devices (MUTCD) and approved by the Federal Highway Administrator as the national standard. A traffic control device sign includes those signs that are classified and defined by their function as regulatory signs (that give notice of traffic laws or regulations), warning signs (that give notice of a situation that might not readily be apparent), and guide signs (that show route designations, directions, distances, services, points of interest, and other geographical, recreational or cultural information).

SIGN, VEHICLE - Any sign or signs where the total sign area covers more than 10 square feet of the vehicle.

SIGN, VIEWPOINT - A sign communicating information or views on matters of public policy or public concern or containing any other noncommercial message, that is otherwise lawful. Viewpoint signs are exempt from content regulations within the scope of protected speech; and any other requirements in conflict with federal and state common law protecting expressive activity and viewpoint communication.

SIGN, WARNING or SAFETY SIGN - A sign that functions to provide a warning of a dangerous condition or situation that might not be readily apparent or that poses a threat of serious injury (e.g., gas line, high voltage, condemned building, etc.) or that functions to provide a warning of a violation of law (e.g., no trespassing, no hunting allowed, etc.).

SIGN, WIND - A sign which uses objects or material fastened in such a manner as to move upon being subjected to pressure by wind, and shall include banners, pennants, ribbons, spinners, streamers or captive balloons; however, the term "wind signs" shall not include flags.

SIGN, WINDOW - Any sign mounted in any fashion on the interior or exterior of the surface of a window.

Delete the following existing definitions:

BANNER

~~shall mean any sign of lightweight fabric or similar material that is mounted on a pole, a building, or any other mounting. National flags, State or municipal flags, the official flag of any institution or business, or other officially recognized flags shall not be considered banners.~~

MARQUEE

~~shall mean any permanent roof-like structure located at an entry to an entertainment establishment that projects beyond the building or extends along and projects beyond the wall of a building, generally designed and constructed to provide protection from the weather, and any sign attached to or made part of such structure.~~

SIGN

~~shall mean a name, identification, description, display or illustration which is affixed to or represented directly or indirectly upon a building, structure or piece of land, directing attention to a product, business, service or individual. However, a sign shall not include a display of official, court or public notices, any official traffic control device and shall not include the flag, emblem or insignia of a nation, State, County, municipality or religious group. A sign shall not include a sign located completely within an enclosed building, except if it is visible and directed to be seen from outside the building. Each display surface of the sign shall be considered to be a single sign; except that where two (2) such surfaces of a sign are physically attached, parallel and separated by less than twelve (12) inches, the two (2) surfaces shall be considered a single sign. The sign area shall be measured according to the dimensions of the frame. Where there is no frame, the area shall be defined by a projected, enclosed, four (4) sided (straight sides) geometric shape which most closely outlines the sign.~~

SIGN, ADVERTISING

shall mean a sign, structure, symbol or billboard erected and maintained by an individual or corporation engaged in the sale or rental of space thereon to a clientele upon which space there is displayed advertising copy describing in a wide variety of products or services, which are not produced, assembled, stored or sold from the lot or premises upon which the advertisement is displayed.

SIGN, ANIMATED

shall mean any sign that uses movement or change of lighting to depict action or create a special effect or scene.

SIGN, BUILDING

shall mean any sign attached to any part of a building, as contrasted with a freestanding sign.

SIGN, CANOPY

shall mean any sign that is a part of or attached to an awning, canopy, or other fabric, plastic, or structural protective cover over a door, entrance, window, or outdoor service area. A marquee is not a canopy.

SIGN, CHANGEABLE COPY

shall mean a sign or portion thereof with characters, letters, or illustrations that can be changed or rearranged without altering the face of the surface of the sign. A sign on which the message changes more than eight (8) times per day shall be considered an animated sign and not a changeable sign for purposes of this chapter. A sign on which the only copy that changes is an electronic or mechanical indication of time and/or temperature shall be considered a "time and temperature" portion of a sign and not a changeable copy sign for purposes of this chapter.

SIGN, CONSTRUCTION

shall mean a sign erected on the premises where construction is taking place or approved to take place, indicating the name and contact information of the developer and also may indicate the names of the architects, engineers, landscape architects, contractors or similar artisans, and the owners, financial supporters, sponsors, and similar individuals or firms having a role or interest with respect to the structure or project.

SIGN, FREESTANDING

shall mean any sign supported by structures or supports that are placed on, anchored in, the ground and that are independent from any building or other structure.

SIGN, IDENTIFICATION

shall mean any sign, symbol, trademark, structure or similar device used to identify the occupant of any structure, the product made or the activity being pursued by an individual, business, service, commercial or industrial activity which is displayed upon the lot or premises occupied by a person or entity for the purpose of apprising the public of the location of such enterprise and the type of activity in which it is engaged.

SIGN, INCIDENTAL

shall mean a sign, generally informational, that has a purpose secondary to the use of the property on which it is located, such as "no parking," "entrance," "loading only," and other similar directives. No sign with a commercial message legible from a position off the zone lot on which the sign is located shall be considered incidental.

SIGN, NONCONFORMING

shall mean any sign that does not conform to the requirements of this chapter.

SIGN, PORTABLE

shall mean any sign not permanently attached to the ground or other permanent structure, or a sign designed to be transported, including, but not limited to, signs designed to be transported by means of wheels; signs converted to A- or T-frames; sandwich board signs; balloons used as signs; umbrellas used for advertising; and signs attached to or painted on vehicles parked or visible from the public right-of-way, unless such vehicle is used in the normal day-to-day operations of the business.

SIGN, REAL ESTATE

shall mean a sign pertaining to the lease, rental or sale of the premises, or a portion of the premises on which the sign is located.

SIGN, RESIDENTIAL

shall mean any sign located in a district zoned for residential uses that contains no commercial message except advertising for goods and services legally offered on the premises where the sign is located, if offering such goods or services at such location conforms with all requirements of the Land Development Regulations.

SIGN, ROOF

shall mean any sign erected and constructed wholly on and over the roof of a building, supported by the roof structure.

SIGN, ROOF, INTEGRAL

shall mean any sign erected or constructed as an integral or essentially integral part of a normal roof structure of any design, such that no part of the sign extends vertically above the highest portion of the roof and such that no part of the sign is separated from the rest of the roof by a space of more than six (6) inches.

SIGN, SUSPENDED

shall mean a sign that is suspended from the underside of a horizontal plane surface and is supported by such surface.

SIGN, TEMPORARY

shall mean any sign that is used only temporarily and is not mounted permanently.

SIGN, WALL

~~shall mean any sign attached parallel to, but within six (6) inches of a wall, painted on the wall surface of, or erected and confined within the limits of an outside wall of any building or structure, which is supported by such wall or building, and which displays only one (1) sign surface.~~

SIGN, WINDOW

~~shall mean any sign, pictures, symbol, or combination thereof, designed to communicate information about an activity, business, commodity, event, sale, or service, that is placed inside a window or upon the window panes or glass and is visible from the exterior of the window.~~

Replace the entirety of §30-61 Signs as follows:

§30-61 Signs**§30-61.1 Purpose and Intent**

It is the purpose of this article to promote the public health, safety and general welfare through reasonable, consistent and nondiscriminatory sign standards. The sign regulations in this article are not intended to censor speech or to regulate viewpoints, but instead are intended to regulate the secondary effects of speech, and especially insofar as those secondary effects may adversely affect aesthetics and traffic and pedestrian safety. In order to preserve and enhance the City as a desirable community in which to live and do business, a pleasing, visually attractive environment is of foremost importance. The regulation of signs within the City is a highly contributive means by which to achieve this desired end. These sign regulations have been prepared with the intent of protecting and enhancing the visual character of the City and promoting its continued well-being, and are intended to:

- A. Encourage the effective use of signs as a means of communication in the City;
- B. Maintain and enhance the aesthetic character, both visually and spatially, and the City's ability to attract sources of economic development and growth;
- C. Improve pedestrian and traffic safety;
- D. Minimize the possible adverse effect of signs on nearby public and private property;
- E. Foster the integration of signage with architecture and landscape design;
- F. Lessen the visual clutter that may otherwise be caused by the proliferation, improper placement, illumination, animation, excessive height and excessive size (area) of signs which compete for the attention of pedestrian and vehicular traffic;

- G. Allow signs that are compatible with their surroundings and aid orientation, while precluding the placement of signs that contribute to sign clutter or that conceal or obstruct adjacent land uses or signs;
- H. Encourage and allow signs that are appropriate to the zoning district in which they are located and consistent with the category of use and function to which they pertain;
- I. Curtail the size and number of signs and sign messages to the minimum reasonably necessary to identify a residential or business location and the nature of any such business;
- K. Categorize signs based upon the function that they serve and tailor the regulation of signs based upon their function;
- L. Preclude signs from conflicting with the principal permitted use of the site and adjoining sites;
- M. Regulate signs in a manner so as to not interfere with, obstruct the vision of, or distract motorists, bicyclists or pedestrians;
- N. Except to the extent expressly preempted by State or Federal law, ensure that signs are constructed, installed and maintained in a safe and satisfactory manner, and protect the public from unsafe signs;
- O. Preserve, conserve, protect and enhance the aesthetic quality and scenic beauty of all districts of the City;
- P. Allow for traffic control devices consistent with national and State standards and whose purpose is to promote roadway safety and efficiency by providing for the orderly movement of users on streets and highways, and that notify road users of regulations and provide warning and guidance needed for the safe, uniform and efficient operation of all elements of the traffic stream;
- Q. Protect property values by precluding to the maximum extent possible sign types that create a nuisance to the occupancy or use of other properties as a result of their location, size, height, illumination, brightness or movement;
- R. Protect property values by ensuring that sign types, as well as the number of signs, are in harmony with buildings, neighborhoods and conforming signs in the area;
- S. Regulate the appearance and design of signs in a manner that promotes and enhances the aesthetic character of the City and that compliments the surroundings in recognition of the City's reliance on its surroundings and beautification efforts in retaining economic advantage;
- T. Preserve and enhance the character of the City;
- U. Enable the fair and consistent enforcement of these sign regulations; and
- V. Ensure signs do not alter the function of buildings.

§30-61.2 Permitted Accessory Use

Signs shall be permitted as accessory uses in all zoning districts within the jurisdiction of this ordinance. Signs may be used, erected, maintained, altered, relocated, removed, or demolished only in compliance with the provisions of this section and any and all other ordinances and regulations of the municipality relating to the use, erection, maintenance, alteration, moving, or removal of signs or similar devices. In the event of conflicting regulations, the most restrictive shall apply.

§30-61.3 Prohibited signs

The following signs and sign types are prohibited within the City and shall not be erected. Any lawfully existing permanent sign or sign type that is among the prohibited signs and sign types listed below shall be deemed a nonconforming sign subject to the provisions of §30-61.3

- A. Billboards.
- B. Revolving signs.
- C. Flashing, sparkling or glittering signs or signs having accent lights that flash, sparkle or glitter.
- D. Animated signs.
- E. Wind signs.
- F. Portable signs, except for those specifically permitted (i.e. sandwich board sign).
- G. Roof signs.
- H. Abandoned and discontinued signs.
- I. Snipe signs; bandit signs.
- J. Projecting signs, except as expressly allowed.
- K. Bus bench advertising signs; bus shelter advertising signs that exceed 25% of the area of the vertical face of a bus shelter structure.
- L. Signs that emit smoke, visible vapor or smoke, sound, odor, or visible particles or gaseous matter.
- M. Signs that obstruct, conceal, hide or otherwise obscure from view any official traffic or governmental sign, signal or device.
- N. Signs within a sight triangle.
- O. Signs in the public right-of-way, other than traffic control device signs, warning signs, safety signs, or those specifically permitted, such as a sandwich board sign. Signs placed illegally in such locations shall be subject to removal by the City.

- P. Signs other than a traffic control sign that use the word "stop" or "danger" or present or imply the need or requirement of stopping or the existence of danger, or which copy or imitate any official traffic control device signs, and which are adjacent to the right-of-way of any road, street or highway.
- Q. Signs prohibited by State or Federal law.
- R. Vehicle sign or signs that have a total sign area on any vehicle in excess of 10 square feet, when the vehicle is not regularly used in the conduct of the business or activity advertised on the vehicle, and is visible from a street right-of-way within 100 feet of the vehicle, and is parked for more than five consecutive hours within 100 feet of any street right-of-way. A vehicle shall not be considered "regularly used in the conduct of the business or activity" if the vehicle is used primarily for advertising, or for the purpose of advertising, or for the purpose of providing transportation for owners or employees of the business or activity advertised on the vehicle.
- S. Signs located on real property without the permission of the property owner.
- T. Beacon signs, except as required by Federal or State law.
- U. Intermittent signs.
- V. Signs located, painted or affixed on a bridge, abutment, walls, fences, water tower, storage tower, communications tower, other utility or any accessory structure that are visible from a public street or roadway or from an adjacent residential use.
- W. Signs with changeable copy/graphics that exhibit any one of the following characteristics:
 - (1) Change more frequently than once every 24 hours.
 - (2) Exceed 12 square feet in area.
 - (3) Are accessory to a principal use that is not specifically permitted.
 - (4) Would otherwise constitute a prohibited or nonconforming sign.
 - (5) Transition between messages using scrolling, fading, dissolving, pixilation, zooming, wiping, moving copy or any graphic effect other than an instantaneous static replacement of the message.
 - (6) Contain/exhibit more than a single color of copy/graphics.
 - (7) Contain/exhibit more than a single-color background.
 - (8) Contain/exhibit a background color that is lighter in contrast to the copy/graphics color.
 - (9) Contain/exhibit copy consisting of more than a single font type.
 - (10) Are located in a residential district.
- X. Banners, except in the case of temporary "grand opening" events as regulated herein.

- Y. ~~Signs painted directly on a building.~~ Signs containing a message that states or implies that a property may be used for any purpose not permitted in the zoning district or by duly authorized variance in which said sign is located under the provisions of this Ordinance.
- Z. Public property and rights-of-way. Any sign installed or placed on public property, except in conformance with the requirements of this section, shall be forfeited to the public and subject to removal. In addition to other remedies that may be imposed under this Ordinance, the City shall have the right to recover from the owner or person placing such sign the full costs of removal and disposal of such sign. No sign other than traffic control or similar official governmental signs shall be erected within or project over the right-of-way of any public street or sidewalk, except as hereinafter provided.

§30-61.4 Nonconforming signs.

A nonconforming sign that was lawfully erected may continue to be maintained until the nonconforming sign is substantially damaged or destroyed. Should the structure of a nonconforming sign be removed, the entirety of the sign may be replaced only in conformance with the regulations herein. At such time that the nonconforming sign is substantially damaged or destroyed, the nonconforming sign must either be removed or be brought into conformity with this subsection and with any other applicable law or regulation.

§30-61.5 Exemptions.

- A. A sign, other than a window sign, located entirely inside the premises of a building or enclosed space that is not placed parallel to front window and is not placed within three feet of a window.
- B. A sign on a car, other than a prohibited vehicle sign or signs.
- C. A statutory or municipal sign.
- D. A traffic control device sign.
- E. Any sign not visible from a public street, sidewalk or right-of-way, except that the foregoing does not exempt a sign for a commercial use that is visible from an abutting residential property or use.

§30-61.6 Permits.

- A. Construction permits. It shall be unlawful for any person or business or the person in charge of the business to erect, construct or alter a permanent sign structure whose construction is subject to the New Jersey Uniform Construction Code, without first obtaining such building permit from the City as may be required by the New Jersey Uniform Construction Code. Permit fees, if any, shall be paid in accordance with the

applicable fee schedule. The requirement of a building permit under the New Jersey Uniform Construction Ordinance is separate and independent of the requirement for a sign permit under this article.

B. Sign permits.

- (1) Allowed temporary signs, except for special event signs, of the type described in §30-61.12 of this subsection shall be exempt from sign permitting hereunder. Temporary special event signs shall require a permit.
- (2) Allowed permanent signs of the type described in §30-61.14 of this section shall be exempt from sign permitting hereunder.
- (3) No sign permit shall be issued for the erection of a prohibited sign.
- (4) Unless exempt from permitting as provided in §30-61.14 of this article, no permanent sign shall be erected, altered, relocated, maintained or displayed until a sign permit is obtained from, and the appropriate fee, if any, is paid to, the City.
- (5) A sign lawfully erected under permit may be repainted or have ordinary and customary repairs performed without a new sign permit; however, if such sign is to be structurally altered in any manner, a new sign permit shall be required, and the altered sign must meet all requirements of this article and this chapter.

C. Sign permit application and issuance of sign permit.

- (1) A sign permit application shall be made upon a form provided by the City. The sign permit application is in addition to any building permit application required by the New Jersey Uniform Construction Ordinance. The sign permit application shall be accompanied by plans and specifications drawn to scale, together with any site plan required by this article or this chapter. The applicant shall furnish the following information on or with the sign permit application form:
 - (a) The block, lot and street address of the real property where the sign is proposed to be located.
 - (b) The zoning district for the real property on which the sign will be located.
 - (c) The name, mailing address and telephone number ~~(where available)~~ of the owner(s) of the real property where the sign is proposed to be located.
 - (d) A statement of authorization signed by the owner(s) consenting to the placement of the proposed sign on the real property.
 - (e) The name, mailing address and telephone number of the sign contractor ~~(if known)~~.
 - (f) Type of proposed sign (e.g., wall sign or freestanding sign).
 - (g) The proposed sign area.
 - (h) If the proposed sign is a freestanding sign:

- [1] The height of the proposed freestanding sign.
- [2] The sign area of the freestanding sign and the dimensions utilized to calculate the size.
- [3] The distance between the closest existing freestanding sign and the proposed freestanding sign as measured in each direction along each abutting street or right-of-way.
- [4] The location, height and area of any existing freestanding sign on the same lot where the proposed freestanding sign will be located.
- [5] The front and side yard setbacks for the proposed sign.
- (i) If the proposed sign is an attached sign, building elevation(s), to scale, of the building façade for the building to which the attached sign shall be affixed.
- (j) The number, type, location and surface area for all existing signs on the same lot and/or building on which the sign will be located.
- (k) Whether the proposed sign will be an illuminated or non-illuminated sign.
- (l) For an illuminated sign:
 - [1] Externally illuminated signs shall have details and specifications for the type, model, performance and placement (relative to the sign face) of light fixtures used to illuminate a sign relative to the luminance requirements of §30-61.17
 - [2] Internally or directly illuminated signs (i.e. digital) shall have details and specifications for the type, model and performance relative to the luminance requirements of §30-61.17
- (2) An applicant shall deliver a sign permit application for a permanent sign to the City's Zoning Officer or his or her designee, or such other person as designated by the City. The sign permit application shall be reviewed for a determination of whether the proposed sign meets the applicable requirements of this subsection and any applicable zoning law. The review of the sign permit application shall be completed within 10 business days from the date of receipt of the application, and the application shall be granted or denied within that time frame. In the event that no decision is rendered within 10 business days following submission, the application shall be deemed granted; however, the application shall be deemed denied if the application is for a prohibited sign, and the applicant may appeal to the Board of Adjustment pursuant to the MLUL.

D. Fees.

- (1) Sign permit fees. Every person making an initial application for a sign permit shall pay a sign permit fee to the City at the time of the application. This sign permit fee shall be \$25.00.
- (2) Building permit fees distinguished. The sign permit fee, if any, shall be separate and apart from any required fee for a building permit for the erection of a sign covered by the New Jersey Uniform Construction Code.

E. Conditions.

- (1) Duration of permit. If the work authorized under a sign permit has not been completed within 180 days after the date of issuance, the permit shall become null and void and a new application for a sign permit shall be required.
- (2) Maintenance of signs.
 - (a) All visible portions of a sign and its supporting structure shall be maintained in a safe condition and neat appearance according to the following:
 - [1] If the sign is lighted, all lights shall be maintained in working order and functioning in a safe manner.
 - [2] If the sign is painted, the painted surface shall be kept in good condition.
 - [3] Every sign shall be kept in such manner as to constitute a complete or whole sign.
- (3) Unlawful cutting of trees or shrubs. No person may, for the purpose of increasing or enhancing the visibility of any sign, damage, trim, destroy, or remove any trees, shrubs or other vegetation located:
 - (a) Within the right-of-way of any public street or road, unless the work is done pursuant to the express written authorization of the City or agency having jurisdiction over the streets.
 - (b) On property that is not under the ownership or control of the person doing or responsible for such work, unless the work is done pursuant to the express authorization of the person owning the property where such trees or shrubs are located.

§30-61.7. Revocation of Sign Permit

- A. Causes for Revocation. A permit to erect or maintain a sign may be revoked for any one or more of the following:
 - 1. Whenever the application used in obtaining a permit is knowingly false or misleading.
 - 2. Whenever any of the provisions of this chapter are violated.

3. Whenever a licensed sign structure is not being maintained in a safe, sound and good condition.
- B. Removal of a Sign, Advertising Structure, Space or Wall. When a permit for a sign is revoked, the permittee shall remove the sign, advertising structure or space in accordance with the time specified by the Zoning Officer.
 1. Failure to Remove. Whenever a person fails to remove an advertising structure or space after the expiration date of the removal notice, legal proceeding may be instituted against the person, or the power of removal may be exercised.
 2. City Removal; Costs. Whenever the removal power is exercised for the elimination of a violation, the cost and expense incurred may be charged against the person responsible for it. A bill rendered for the cost of the removal shall bear legal interest charges and collection shall be made accordingly.

§30-61.8 Content neutrality as to sign message (viewpoint).

Notwithstanding anything in this article or this chapter to the contrary, no sign or sign structure shall be subject to any limitation based upon the content (viewpoint) of the message contained on such sign or displayed on such sign structure.

§30-61.9 Substitution of noncommercial speech for commercial speech.

Notwithstanding anything contained in this article or this chapter to the contrary, any sign erected pursuant to the provisions of this article or this chapter with a commercial message may, at the option of the owner, contain a noncommercial message unrelated to the business located on the premises where the sign is erected. The noncommercial message may occupy the entire sign face or any portion thereof. The sign face may be changed from a commercial to a noncommercial message, or from one noncommercial message to another, as frequently as desired by the owner of the sign, provided that the sign is not a prohibited sign or sign type, and provided that the size, height, setback and other dimensional criteria contained in this article and this chapter have been satisfied.

§30-61.10 Setback measurement.

Required setbacks for signs in all zoning districts shall be measured from the property line to the nearest part of the sign. Freestanding signs are only permitted in front yards.

§30-61.11 Double-faced signs.

Double-faced signs shall be permitted in all zoning districts, provided the signs are designed and constructed such that the two sign faces are back to back with a maximum distance of 18

inches between the two sign faces and directionally oriented 180 degrees from each other. The maximum permitted sign area is permitted for each sign face.

§30-61.12 Temporary on-site special event signs.

- A. Temporary on-site special event signs shall be permitted in all districts, provided they have been approved by the Zoning Officer as meeting the following content-neutral criteria:
- (1) The signs are temporary signs for a limited time and frequency, limited to one per event;
 - (2) The signs are for a special event as defined herein (see special event sign);
 - (3) The temporary signs will not exceed 24 square feet in sign area and six feet in height;
 - (4) The temporary signs will not conceal or obstruct adjacent land uses or signs;
 - (5) The temporary signs will not conflict with the principal permitted use of the site or adjoining sites;
 - (6) The temporary signs will not interfere with, obstruct the vision of or distract motorists, bicyclists or pedestrians;
 - (7) The temporary signs will be installed and maintained in a safe manner; ~~and~~
 - (8) The display of temporary signs for a special event shall not begin any earlier than three weeks before the event and shall be removed within two business days after the event.
 - (9) Special events sign displays shall not exceed three per property per calendar year for a maximum duration of two weeks per event.
 - (10) Grand opening signs, a type of special event sign, shall be permitted as follows:
 - (a) For a period not to exceed thirty calendar days
 - (b) Shall not be freestanding
 - (c) Shall have a maximum area of 12 square feet.
- B. Consistent with §30-61.7 of this article, approval or disapproval shall not be based on the content of the message contained (i.e. the viewpoint expressed) on such signs. The Zoning Officer shall render a decision within 10 business days after an application is made for such temporary signs. In the event that no decision is rendered within 10 business days following submission, the application shall be deemed granted; however, the application shall be deemed denied if the application is for a prohibited sign, and the applicant may appeal to the Board of Adjustment. Such a decision shall be deemed an administrative interpretation, and any person adversely affected has the right to appeal the decision to the Board of Adjustment pursuant to the Municipal Land Use Law,

N.J.S.A. 40:550-70; however, the appeal shall be accelerated and shall be heard by the Board of Adjustment and determined within 30 business days after the appeal is filed, pursuant to the Municipal Land Use Law, N.J.S.A. 40:550-70.

§30-61.13 Temporary Special Category Signs

A. Temporary real estate signs permitted in all zones. One non-illuminated, temporary ground sign pertaining to the lease, rental or sale on the same lot or building upon which it is placed and not exceeding nine (9) square feet in area on any one (1) side provided such sign is erected or displayed not less than five (5) feet inside of the property line and shall not be mounted on or attached to trees. This sign must be removed from the premises within seven (7) days after the property is sold or leased. In the case of a building containing three (3) or more dwelling units in a residential zone, a sign as described herein must be removed upon the issuance of certificates of occupancy (CO's) for eighty (80%) percent or more of the dwelling units contained therein. Not more than one (1) such sign shall be permitted for each premises. The maximum duration to display such signs is one year, but this period may be extended via a new application. Such signs shall be exempt from all other provisions of this section.

B. Special Category Signs:

Type	Max Size	Max. Height (feet)	Max. No.	Min. Set-Back	Permit Required	Illumination Permitted	Notes/Supplementary Regulations
Special Category Signs							
Construction Signs for minor or major developments; ground, pole or wall mounted	*40 contiguous square feet	8 feet From grade	1 per street front age	NA	Yes	No	To be placed no sooner than after final approval of the minor or major development project. Such signs must be removed after the issuance of the first temporary or final certificate of occupancy. Must be constructed of a rigid material
Construction Signs for minor or major developments mounted on construction fences	*No more Than 25% in contiguous length of the linear	8 feet from grade or top of fence (which ever is	1 per street front-age	NA	Yes	No	To be placed no sooner than after final approval of the minor or major development project. Such signs must be removed after the issuance of the first temporary or final

	frontage of a construction fence along a street frontage	lower)					certificate of occupancy. May be used only in lieu of a ground, pole or wall mounted construction sign.
Real Estate Signs for minor or major developments: ground, pole or wall mounted.	40 contiguous square feet	8 feet from grade	1 per street frontage	NA	Yes	No	To be placed no sooner than after final approval of the minor or major development project. Must be constructed of a rigid material. Must be removed after the sale, lease or rental of 80% or more of the nonresidential and/or residential units contained therein
Real estate signs for minor or major development: mounted on construction fences	"No more than 25% in contiguous length of the linear frontage of a construction fence along a street frontage.	8 feet from grade or top of fence (whichever is lower)	1 per street frontage	NA	Yes	Yes	To be placed no sooner than after final approval of the minor or major development project. May be used only in lieu of a ground or pole mounted real estate sign. Must be removed after the sale, lease or rental of 80% or more of the nonresidential and/or residential units contained therein.
Building wrap signs for minor or major developments	Shall not extend beyond the exterior building wall Text may not exceed 10% of the area of the sign or 400 square feet, whichever is less, along any street frontage	NA	1 per street frontage	NA	Yes	No	To be placed only after completion of the structural framing of a building Must be removed after completion of the exterior building wall. Building wrap signs shall display a graphic reproduction of the completed building facade located behind the sign
*The combined area of construction signs and real estate signs which are ground, pole or wall mounted shall not exceed 40 square feet along any street frontage. If both sign types are proposed along a street frontage, they shall be combined into a single sign board							

*The combined length of construction signs and real estate signs which are mounted on construction fences shall not exceed 25% of the linear frontage of the construction fence along any street frontage. If both sign types are proposed along a street frontage, they shall be combined to create a single sign.

§30-61.14 Signs Permitted As-of-Right Without Permits

- A. Street address signs. For each lot, residence or business, one street address sign may be displayed. For each residence, the street address sign shall not exceed two square feet in sign area unless required by applicable law. For each business or lot in nonresidential use, the street address sign shall not exceed six square feet in sign area unless required by applicable law.
- B. Nameplate or occupant identification signs. For each residence, business or other occupancy, one nameplate sign may be displayed. Nameplate or occupant identification signs shall not exceed two square feet in sign area.
- C. Directional signs. Noncommercial, on-site directional signs, not exceeding 2.5 square feet in sign area and 3.5 feet in height, shall be allowed on each lot.
- D. Parking space signs. Noncommercial on-site parking space number signs, not exceeding one square foot of sign area, shall be for a noncommercial use having multiple parking spaces on site. One such sign shall be allowed for each parking space.
- E. Temporary viewpoint signs. Viewpoint signs may be freestanding or building-mounted. They are permitted in addition to any other sign permitted herein and shall conform to the following requirements:
 - (1) Viewpoint signs in all zones shall not exceed four square feet each in sign area. Freestanding viewpoint signs shall not exceed three feet in height. Building-mounted viewpoint signs shall not be located as to constitute a roof sign, as defined herein. The total combined sign area of the total array or assemblage of signs upon a premise shall not exceed 24 square feet.
 - (2) The maximum permitted duration for a viewpoint sign is 60 days.
 - (3) Viewpoint signs shall not be illuminated, either directly, indirectly or internally.
 - (4) Viewpoint signs shall not have changeable copy.
 - (5) Any viewpoint sign installed or placed on public property including public rights-of-way, excepting such public property, which the City may designate for such use, shall be forfeited to the public and subject to removal and no viewpoint sign shall be placed upon private property except with the consent of the owner or tenant.
 - (6) Viewpoint signs shall not be constructed, held, installed or erected so as to present a hazard to the safe transit of pedestrian or vehicular traffic, or to impede the free and safe ingress or egress from any premises.
- F. Flagpoles. One flagpole is allowed for each lot. A flagpole shall not exceed 35 feet in height and shall be subject to setbacks for principal buildings/structures in the applicable zones in which it is located.
- G. Flags. For each flagpole, two flags not greater than 15 square feet in sign area each may be displayed.

- H. Warning signs and safety signs. Warning signs and safety signs, not exceeding four square feet in sign area, shall be allowed in all districts.
- I. Temporary garage-yard sale signs. For each lot with a lawful residential use, a temporary garage-yard sale sign may be displayed, subject to the following limitations:
 - (1) Number. One temporary garage-yard sale sign may be displayed.
 - (2) Size and height. A temporary garage-yard sale sign shall not exceed four square feet in sign area and three feet in height.
 - (3) Setback. A temporary garage-yard sale sign shall be set back from any lot line by at least five feet.
 - (4) Duration. A temporary garage-yard sale sign may not be displayed for a period longer than three days three times a year.
- J. Government or government agency signs.
- K. "Private Driveway" signs indicating the private nature of a driveway not exceed two (2) square feet in sign area and limited to no more than one per driveway.
- L. Sandwich Board Signs
 - (1) Shall be permitted in non-residential or mixed-use zones only.
 - (2) Shall only be permitted to advertise retail sales, retail service or restaurant.
 - (3) May be located on a public sidewalk and within a public right-of-way.
 - (4) Shall be limited to one sandwich board sign per business property address.
 - (5) Shall be located in close proximity to the public business entrance.
 - (6) Shall be located in such a manner as to maintain a relatively flat pedestrian passage that is not obstructed and has a minimum clear width of five feet.
 - (7) Shall have no illumination.
 - (8) Shall be no higher than 42 inches above the sidewalk.
 - (9) Sign area shall not exceed five square feet.
 - (10) May have a white board/chalkboard for handwritten changeable messages.

§30-61.15 Signs permitted in residential districts (Permits required)

- A. Signs designating entrance or exits to or from a parking area having five or more parking spaces, limited to one (1) sign for each such exit or entrance, with a maximum of two (2) square feet in sign area for each sign.

- B. Signs designating the identity of a parking area having five or more parking spaces and limited to one sign with a maximum size of six (6) square feet in sign area and a maximum height of four feet.

§30-61.16 Signs permitted in nonresidential districts (Permits required)

- A. Number and Size of Exterior Identification Building Signs. A maximum of two signs are permitted per business. The total sign area for all signs, not including window signs that are otherwise permitted, shall not exceed two square feet per linear foot of street frontage, with a maximum area of 40 square feet.
- B. Rear and Side Wall Signs. No signs shall be permitted on rear or side walls when the wall is within 100 feet of a residential use or residential zone line.
- C. Identification projecting signs (blade signs) may be substituted for identification wall signs, as permitted in paragraph A above, provided that no identification projecting sign shall exceed 12 square feet in area on either side or project more than five feet from the wall to which it is attached.
- D. Signs designating entrance or exits to or from a parking area, limited to one sign for each such exit or entrance, with a maximum of two square feet in sign area for each sign.
- E. Signs designating the identity of a parking area having five or more parking spaces and limited to one sign with a maximum size of six square feet in sign area and a maximum height of four feet.
- F. Signs for multi-use and multi-building developments shall comply with the following regulations:
 - 1. Each such development shall submit a Signing Plan for approval. Such Signing Plan shall include details on:
 - (a) Letter style
 - (b) Lighting
 - (c) Color
 - (d) Construction and materials
 - (e) Height of sign(s)
 - (f) Height above grade or below roofline
 - (g) Locations
 - (h) Standards.
 - 2. The Signing Plan shall be based on an integrated design theme to include all of the elements (a) through (h) above. All of the above elements shall be designed to exhibit harmony and consistency among all signs. All signs shall be integrated with

the architecture and materials of the principal building(s) and the landscape design plan.

3. The total area of all signs, not including window signs that are otherwise permitted, shall not exceed two square feet per linear foot of street frontage, with a maximum area of 40 square feet.
- G. Window Lettering and Window Signs. Window lettering and window signs shall be construed as signs, and are subject to the following restrictions:
1. All window lettering and signs shall be located on, or affixed to, the interior facing side of a window.
 2. The sign area of window lettering and signs includes the lettering and any background upon which it appears.
 3. Permanent Window Lettering and Signs. Sign area shall not exceed twenty (20%) percent of the window area. Any painted area of any window shall be construed as window lettering or signs, whether or not such area actually contains letter or advertising.
 4. Temporary window lettering or signs shall be permitted subject to the following restrictions:
 - a. Shall be removed within thirty (30) days after erection;
 - b. Shall not cover, in the aggregate, more than fifty (50%) percent of the window area, including the area of any permanent window lettering or sign;
 - c. Shall not be illuminated, either directly or indirectly.

§30-61.17 Sign Illumination; Sign Brightness.

A. Requirements for All Illuminated Signs

1. All illuminated signs shall be properly shielded and so located as to prevent glare or blinding effects upon pedestrians, motor vehicle traffic and so as not to cause a nuisance to residents on the premises of their home or on adjacent properties. Upon a finding by the Zoning Officer that a sign creates glare or blinding conditions, the property owner or owner of the sign, as the case may be, shall correct the situation within the period determined by the Zoning Officer. The Zoning Officer may be assisted in such determination by such lighting or visual acuity experts as necessary. Failure to correct the condition or file an appeal within the time specified shall constitute a violation of this Ordinance by the property owner or sign owner, as appropriate.
2. The contrast between the ambient light level of the vehicular cartway closest adjacent to a sign and the illuminance of the sign shall not exceed a ratio of 1:20.

3. Signs shall not be permitted to emit more than fifty percent (50%) of its illumination as the color white or light blue.
4. The level of light being emitted by such sign shall not exceed 0.1 footcandles of luminance from the vertical plane of the sign face at the edge of a vehicular travel lane.
5. Top-mounted fixtures are preferred over any other positioned light fixtures. When top-mounted light fixtures are not feasible for good cause shown, illumination from other positioned light fixtures shall continue to be restricted to the sign area.
6. Visors, baffles, shields or other directional control devices shall be used as necessary to eliminate any spill light and glare from light sources.
7. Illuminated signs shall be turned off between the hours of 10:00 p.m. and 7:00 a.m. the following morning, unless the business or uses advertised are open to the public later than 10:00 p.m. or earlier than 7:00 a.m., in which event any such establishment may keep a sign illuminated during business hours only.

B. Digital Sign Luminance Standards

Digital signs are subject to the general requirements of §30-61.17.A. However, should the Zoning Officer determine that a digital sign is exhibiting glare or blinding characteristics as described in §30-61.17.A.1, testing may be required to assess whether a sign meets the following requirement. After testing, signs that do not meet these requirements will be required to address the recommendations of the Zoning Officer in order to satisfy the following maximum permitted luminance standards:

1. Residential Districts:

- (a) Nighttime sign luminance shall not exceed 50 nits.
- (b) Daytime sign luminance shall not exceed 3,000 nits.

2. Non-Residential Districts

- (a) Nighttime sign luminance shall not exceed 150 nits.
- (b) Daytime sign luminance shall not exceed 3,000 nits.

- C. Digital signs shall have a light sensing mechanism that will automatically adjust the brightness of the display as the natural ambient light conditions change to comply with the limits set forth herein.
- D. Digital Sign Malfunction Protection. Digital signs are susceptible to malfunctions that can affect the display such that segments flash, pulse, increase in brightness and other erratic optical conditions. Therefore, all digital signs shall be equipped with a mechanism that turns off the display completely in the event of a malfunction until the malfunction is repaired.

§30-61.18 Administration and enforcement.

- A. The Zoning Officer shall be the enforcing official.
- B. Whenever a temporary sign is erected or maintained in violation of this article, the Zoning Officer may remove the same at any time without notice.
- C. Whenever a temporary sign is erected or posted on public property in violation of this article, the same shall be considered litter and may be removed at any time.
- D. Whenever a permanent sign is erected or maintained in violation of this article or any other provision of this chapter, or whenever in the opinion of the Zoning Officer any sign becomes unsafe or endangers the safety of a building or premises or the public safety, the Zoning Officer shall send a letter by certified mail to the owner of said sign and/or the owner of the premises on which the sign is located, ordering that such sign be brought into conformance or removed in accordance with the period set by the zoning officer. If the sign is not brought into conformity or removed ~~by the end of the thirty-day period~~, the Zoning Officer may cause the same to be removed at the expense of the owner of the sign and the owner of the premises on which the sign is located.
- E. The City may cause any sign or sign structure to be removed summarily and without written notice at the expense of the owner of the sign and the owner of the premises on which the sign is located, if it is an immediate peril to persons or property by virtue of its construction or moorings.

§30-61.19 Appeals to Board of Adjustment.

Whenever it is alleged that there has been an error in any order, action, decision, determination or requirement by an administrative official in the enforcement and application of any provision contained within this article (including any allegation that an administrative official has failed to act within applicable time frame), the aggrieved party shall file a written appeal with the Board of Adjustment in accordance with the provisions of the Municipal Land Use Law, N.J.S.A. 40:550-70. The appellate decisions of the Board of Adjustment shall be deemed final, subject to judicial review as provided by law.

§30-61.20 Violations and penalties.

Any person, firm or corporation who shall violate, disobey, omit, neglect or refuse to comply with any provision of this article shall be, upon conviction thereof, liable for any penalties.

§30-61.21 Effect on existing permits.

Any permit issued prior to the effective date of the adoption of the sign regulations that comprise this article shall remain valid until the earlier of the date that said permit expires by its own terms or one year after the effective date of the adoption of this article.

§30-61.22 Severability.

- A. Generally; severability where less speech results. If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term or word of this article is declared or held to be invalid or unconstitutional by any court of competent jurisdiction, such declaration or holding shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term or word of this article, even if such severability would result in less speech, whether by subjecting previously exempt signs to this article's permitting requirements, or otherwise.
- B. Severability of provisions pertaining to billboards and other prohibited signs and sign types. Without diminishing or limiting in any way the declaration of severability set forth above or elsewhere in this article, this chapter or in any adopting ordinance, if any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term or word of this article or any other law is declared or held to be unconstitutional or invalid by any court of competent jurisdiction, such declaration or holding shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term or word of this article that pertains to prohibited signs, including, specifically, the prohibition on billboards and those signs and sign types prohibited and not allowed under §30-61.2 of this article.

EXHIBIT B

Design Standards Update for Asbury Park

Replace/Add the following new text:

30-56.4 Exterior Lighting.

Appropriate outdoor lighting shall be provided where necessary for the safety of pedestrians. Outdoor lighting and illuminated signs shall be shielded so that such lighting will not adversely affect abutting property or streets. (2000 Code § 3056.4)

- a. General. Sufficient exterior illumination shall be provided to ensure the safety of persons and security of property between the hours of sunset and sunrise. Lighting shall be designed so as to avoid the creation of hazards to pedestrians, vehicles or nuisances to adjoining property owners or residents. There shall be a preference for lighting that is certified Dark Sky Friendly by the International Dark-Sky Association. The following shall apply to all exterior lighting except for photovoltaic (solar powered) luminaires.
 1. Illumination levels, lamp color, and fixture type shall be coordinated in a consistent approach and shall complement architecture and landscape design.
 2. Lighting shall be designed to provide the greatest degree of legibility of site and building conditions, as perceived by persons entering, occupying and exiting the site by all modes of mobility, through using the lowest possible illumination levels such that sky glow, glare and light trespass are minimized.
 3. All cabling supplying electricity for exterior lighting shall be installed underground that is not building mounted supplied with electricity from cabling.
 4. Lighting fixtures shall be non-glare, full cut-off and fully shielded.
 5. Except for any lighting for security purposes as required by N.J.A.C. 17:16K-10, all lighting for non-residential uses shall be controlled by photoelectric sensors and circuit timers so that lights may be automatically turned off during non-business hours.
 6. The color temperature of exterior light fixtures shall not exceed 2,700 3,000° K. Except for security lighting, all lighting for non-residential uses shall be turned on no earlier than one hour and turned off no later than one hour after established public business hours.
 7. Illumination levels shall not exceed 0.1 foot-candles at the property line.
- b. Specific Requirements for Parking Lots.
 1. Exterior lighting fixtures shall not exceed a maximum height of 14 feet.

2. Lighting fixtures may be attached to a building, provided that such lighting is focused downward and is full cut-off and fully shielded.
3. Illumination Levels. The minimum level of illumination shall be 0.5 foot-candles, the average level of illumination shall not exceed 1.0 foot-candle and maximum illumination shall not exceed the minimum illumination by more than a ratio of 10 to 1. The uniformity of lighting shall not exceed a ratio of maximum to average illumination of 4:1.
4. Parking lot lighting shall also comply with the provisions under 'a' of this subsection.

30-57.5 Open Space.

Inasmuch as open space contributes to the provision of light and air to occupants of a development, reduces density and improves the aesthetics of a development, site plans shall hereafter include designated areas of open space. Open space may be areas of the site left in an undisturbed natural condition, provided such is in keeping with the overall aesthetic integrity of the site plan. Open space may also be provided as landscaped sitting places, plazas and/or lawn areas. The amount of open space to be provided shall be in accordance with the open space ratios required ~~provided~~ in Article VI ~~Schedule 1~~.

30-57.6 Reserved ~~Parking and Loading Standards.~~

30-57.7 Reserved ~~Signs.~~

~~See Section 3061.~~

30-57.8 Reserved ~~Fences or Walls.~~

~~See Section 3063.~~

30-57.12 Street Tree, Landscape and Planting Requirements.

- a. It shall be unlawful to damage, or destroy ~~or remove~~ any street tree in the City. Removal of street trees may be permitted without the approval of the City Asbury Park Environmental Shade Tree Commission. No Certificate of Zoning Compliance for any new building shall be issued unless one (1) or more street trees have been planted in accordance with the provisions of this section and subsection 30-56.3 of the Land Development Ordinance.
- b. An applicant may make a written request that required street tree(s) will be planted within the earlier of six (6) months or sixty (60) days prior to the beginning of the next non-

planting season. The non-planting season for the purpose of this section shall be June 15th to September 15th or any time of the year when the ground is frozen more than three (3) inches below the surface of the soil.

c. Specifications for Street Tree Plantings.

1. Design. Prior to the issuance of a Zoning Permit for the construction of a new building or the approval of a site plan or subdivision application, a plan shall be ~~required~~ submitted ~~which shall~~ showing the location of existing and proposed street trees. Trees shall either be massed at critical points or spaced ~~evenly~~ at regular intervals along the street, or both. When trees are planted at ~~predetermined~~ regular intervals along streets, spacing shall ~~be thirty~~ between 30 and 40 feet on-center, depending on the species of tree(s) to be planted. Where there is an established pattern of street trees, the spacing, anticipated mature size and form of new trees shall be designed to match, to the greatest extent possible, that of the existing street trees.~~depend on tree size as follows:~~

Tree Size Planting Interval

~~Large trees (40' high or higher) 50–60 feet apart~~

~~Medium sized trees (30'–40') 40–50 feet apart~~

~~Small trees (to 30' in height) 30–40 feet apart~~

2. Street Tree Locations. The following requirements are intended to avoid conflicts with public street infrastructure and adjacent site conditions when street trees are installed:
 - a. Trees shall not be planted directly in front of building entrances in order to permit access by emergency services. A tree may be placed in front of an entrance if the sidewalk is at least 15' wide at that point or the distance from the entrance to the tree is at least 12'.
 - b. Trees should not reduce the minimum width of sidewalks free of impediments below five feet 5'.
 - c. The minimum horizontal distance from traffic signs to a tree trunk shall be five feet.
 - d. The minimum distance from a fire hydrant to a tree trunk shall be five feet.
 - e. The minimum distance from a curb cut or driveway to the edge of a tree pit shall be one foot.
 - f. The minimum distance from the corner of a street intersection to the tree trunk shall reflect the required site distance as determined by the City.
 - g. All street tree planting beds shall be contiguous to the street curb. However, variations may be permitted subject discretion of the approving authority.
 - h. Street trees may be planted on either side of sidewalks in lawn areas where there is sufficient room between the property line and the street curb.

3. Tree type Species. ~~Tree type species may vary depending on the overall effect desired, but as a general rule, or~~ all trees shall be of similar type (e.g. open vs. dense foliage) form, and height as the predominant species found in the immediate area, except where it is appropriate to vary the visual or spatial character of trees. to achieve special effects. Exclusive use of one ~~(1)~~ species should be avoided to prevent the spread of pest or disease infestation. Preference shall be given to native, native-adapted and non-invasive species. Selection of tree ~~type species~~ shall be approved by the Planning Board as part of the review of a site plan or subdivision application, or by the Zoning Officer for new construction not requiring development approval from the approving authority appropriate land use Board.
4. Planting specifications Requirements. All trees shall conform to the most recent edition of the American Standard for Nursery Stock (ANSI Z60.1) as promulgated by the American Association of Nurserymen. ~~have~~ The minimum size for street trees shall be a caliper dimension of two and a half to three (3) inches ~~measured six (6) inches from the base of the trunk.~~ Trees shall be nursery grown, of substantially uniform size and shape, and have straight trunks. Trees shall be properly planted and shall be staked, if necessary or required by the Zoning Officer. Provision shall be made by the applicant for regular watering and maintenance until they are established. Dead or dying trees shall be replaced by the applicant during the next planting season.
5. Planting area and planting medium. A prepared planting area shall be provided for each street tree. The planting area shall consist of a prepared soil planting medium and shall conform with the following requirements:
 - a. Street tree planting area, volume and surface cover:
 1. Sidewalks greater than 10 feet in width: five feet wide by 10 feet long and two feet deep, with an exposed planting area of five feet by five feet. The remainder of the tree planting area surface area shall be covered with pervious pavers, permeable pavement, vegetative groundcover or mulch.
 2. Sidewalks less than 10 feet in width: four feet wide by 12 feet long and two feet deep, with an exposed planting area of four feet by six feet. The remainder of the tree planting area surface area shall be covered with pervious pavers, permeable pavement, vegetative groundcover or mulch.
 3. In residential zone districts or where there are especially wide sidewalks, the entire planting area may have the entire surface area open with mulch, lawn or other vegetative groundcover.
 4. In all other areas, a surface treatment, such as permeable pavement, porous pavement, or permeable pavers may be used on top of a portion of the exposed planting area of the tree pit, so long as said treatment is able to adjust with the growth of the tree.

5. Planting Medium. Planting medium shall consist of loam topsoil. Topsoil shall be free from subsoil. Subsoil shall be removed to a depth of one foot or more if subsoil is encountered. Topsoil shall be of uniform quality, free from hard clods, stiff clay, hardpan, sods, particularly disintegrated stone, lime, cement, ashes, slag, concrete, tar residues, tarred paper, boards, chips, sticks or any other undesirable material. Topsoil shall meet the following requirements:
 - a. Organic Matter. Backfill shall contain between 5%-12% organic matter.
 - b. pH. The pH shall be in the range of 6.0 to 7.0 inclusive, unless otherwise approved.
 - c. Soil Textural Analysis. Topsoil shall consist of the following percentages of sand, silt and clay:

Rocks, Stone and Gravel (>2.0 mm) <5%

Sand (0.05-2 mm) 40%-60%

Silt (0.002-0.05 mm) 20%-50%

Clay (<0.002 mm) 20% Max.

d. Planting Requirements for Urban Conditions for Paved Areas

1. Applicability. These requirements shall apply to areas within sites where at least ~~more than~~ fifty (50%) percent of the ground surface is proposed to be covered with impervious surfaces paved and/or where pedestrian traffic is too intense to allow grass to grow.
2. Root zone size requirements. ~~At the time of planting, A~~ prepared root zone shall be provided ~~for shade, ornamental and evergreen trees at a minimum diameter width equal to two one~~ (2) square feet ~~foot for every five (5) feet of canopy width projected for the tree at maturity~~ five times the diameter of the root ball.
3. Soil mixture. The soil mixture for trees and shrubs planted in paved areas such as court yards and parking areas ~~under the applicable conditions described herein shall contain not less than fifty (50%) percent porous aggregate such as an expanded slate material. Sufficient loam and organic material shall be included in the mixture to sustain plain nutrients and protect against chemical changes within the soil.~~ utilize a structural soil that supports pavements while allowing air and water to move thorough the planting medium, such as CU soil or a soil cell system, such as Silva Cells.
4. Drainage requirements. Where structural soil or soil cells are used, a drainage system consisting of horizontally laid three (3) inch minimum diameter perforated pvc pipe shall be installed at least thirty-six (36) inches below the ground surface on each side of the prepared root zone. The pipe shall be laid at a minimum slope of 0.5% and maximum slope of 2.0%, with perforations facing upward on a three (3) inch layer of crushed stone and shall be covered by a fiber mat to allow water percolation without siltation. Where the

horizontal pipes intersect there shall be a vertical perforated pvc pipe of the same diameter extending to the ground surface in order to provide aeration and a mechanism for deep watering.

5. Surface material. The surface area over the prepared root zone in non-structural areas such as yards and buffers, shall be covered with organic mulch. In areas with pedestrian traffic such as courtyards, the surface over the prepared root zone shall be covered with either a monolithic pervious pavement, open jointed pavers or metal air vent grates to prevent soil compaction and to permit penetration of air and water. ~~Where possible, the surface material shall have a diameter equal to one-half (1/2) the mature height of the species being planted, but shall not be less than the area of the prepared root zone as is required in this chapter.~~

30-63 Fences.

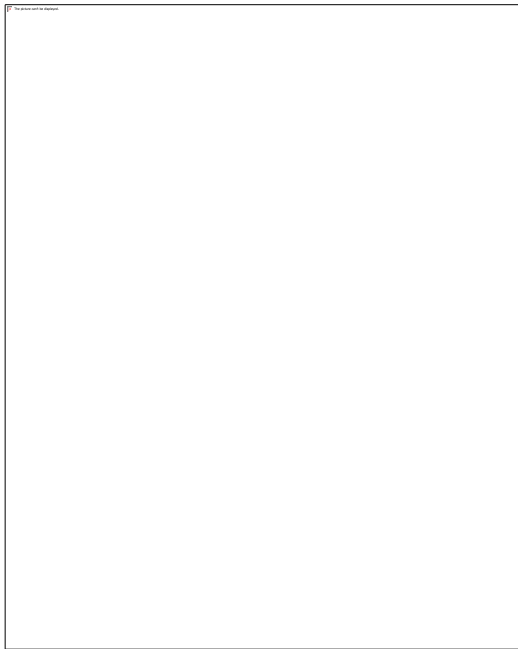
No fence shall be erected in the City except upon issuance of a Zoning Permit certifying compliance with the following requirements. (2000 Code § 3063)

30-63.1 General Regulations on Fences and Walls.

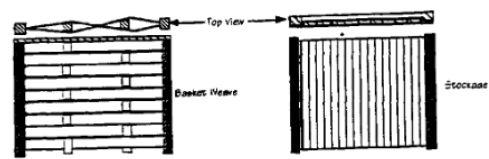
- a. Sightlines. Fences at all street intersections shall not be constructed to limit or obscure sight distance within the sight triangle of any street intersection ~~conform to the sightline preservation regulations as now or hereafter established by the Monmouth County Department of Public Works and Engineering.~~
- b. Vegetative Barriers. Hedges and other landscaping shall not exceed four (4) feet in height between any building facade facing a public street and the streetline. For corner lots, a vegetative barrier, hedge or other landscaping is permitted in accordance with 30-63.3.c. ~~be exempt from the height limitations of this section but~~ In all cases, such landscaping shall not be located so as to conflict with paragraph a. above.
- c. "Good Neighbor" Provision. Any fence type that has only one (1) finished side shall be erected so that the finished side faces the street or any adjacent property.
- d. Types of Fences Prohibited. No fence shall be constructed with barbed wire, razor wire, metal spikes other than decorative wrought iron style fences. Canvass or cloth fences, electrically charged fences, temporary fences except when used around construction sites, or expandable/collapsible fences shall be prohibited.
- e. Maintenance. Every fence shall be erected in a professional, workmanlike manner and maintained in a safe, sound upright condition. Every fence shall be uniform in color and appearance. Posts shall be uniform in height where possible according to the topography and metal posts shall be capped.
- f. Drainage. Retaining walls shall be designed and constructed so as not to block the flow of surface water and to permit adequate drainage.

30-63.21 Type of Fences Permitted.

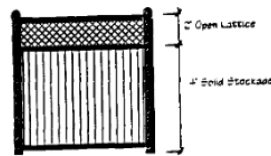
Any fence erected on or after the effective date of this section shall be one of the following fence types, or equivalent thereto in the discretion of the Zoning Officer. (2000 Code § 3063.1; Ord. No. 201552, Ex. B)



Solid Fences



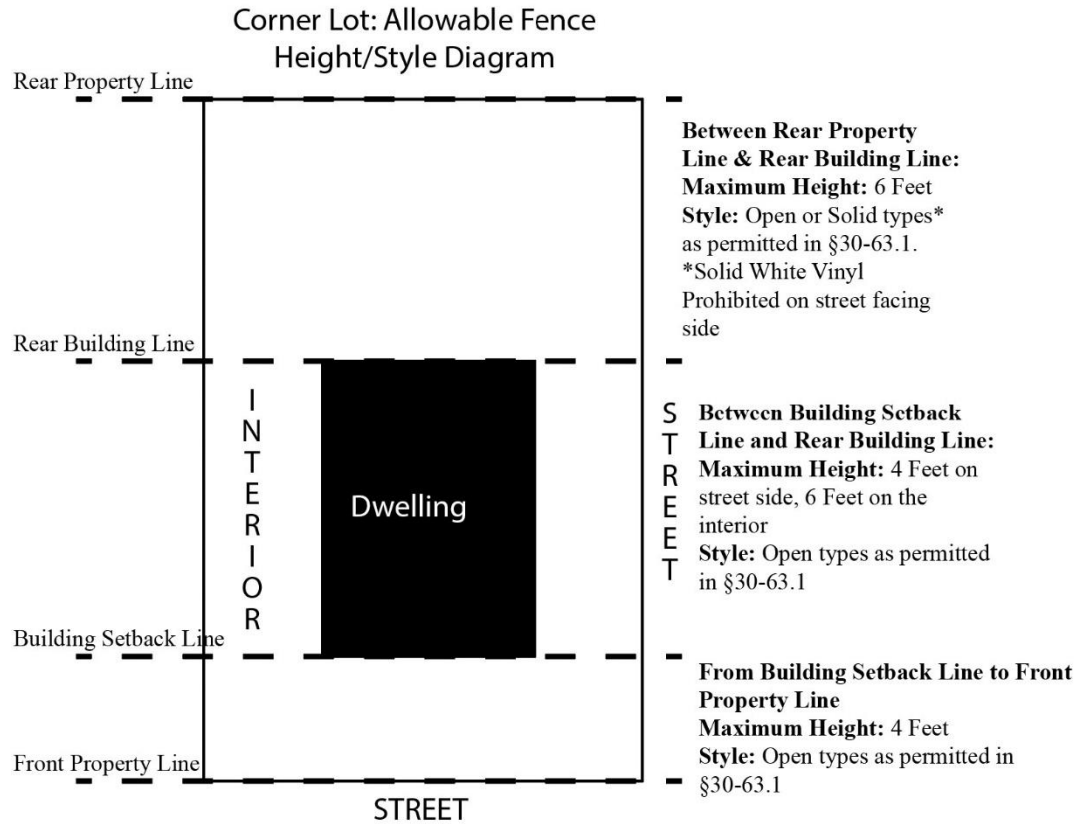
Composite Fence



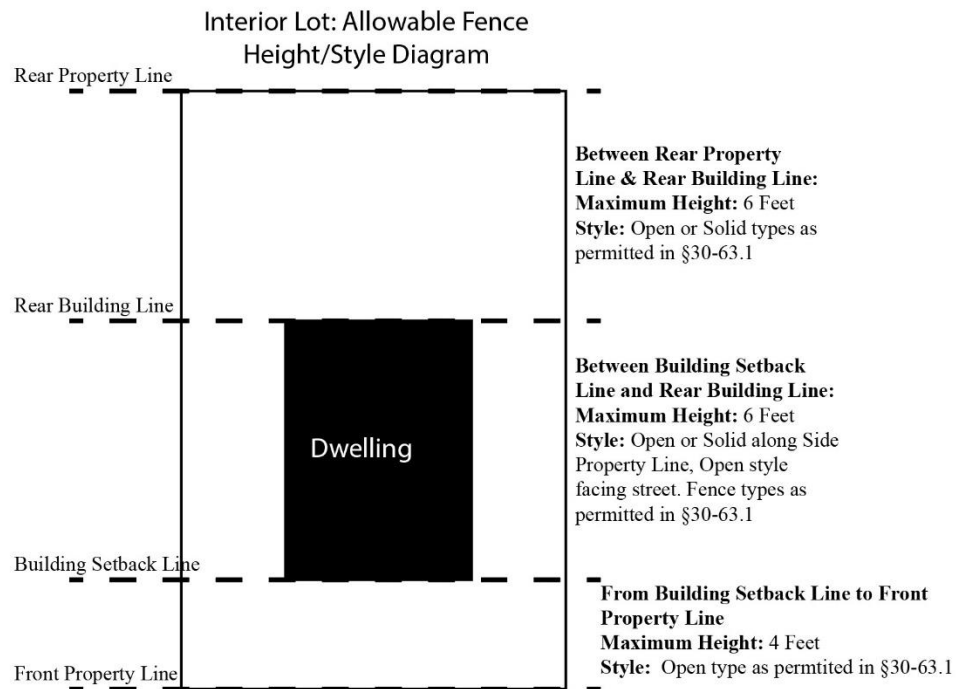
30-63.32 Maximum Height and Location.

- ~~Any fence or wall shall be located at least one (1) foot removed from the nearest edge of the property line. Fences are prohibited from being located within the public right-of-way. Any fence erected within a City street public right-of-way shall be removed by the property owner if its removal is required by the City.~~
- In all zones, no fence or wall, of more than four (4) feet in height shall be erected between any building facade facing a public street and the streetline, except that for properties with frontage on two (2) parallel streets, a fence up to six (6) feet tall may be placed along the rear property line.
- ~~The maximum height for any fence or wall on a property shall be six (6) feet, except as provided for in Subsection b. above~~Fences on Corner Lots: Properties with frontage on two perpendicular streets are permitted to have a fence up to six feet in height along the property line that is coterminous with the street that faces the side of the principal building.

The extent to which a fence may exceed four feet (and extend up to six feet) is limited to an area between the rear property line and a point created by a line starting from the rear building wall that is extended in parallel with the rear building wall to intersect with the street right-of-way. The maximum heights and for fences on corner lots is depicted below.



d. Fencing for interior lots shall comply with maximum heights and styles shown below.



- e. Chain link, and solid fencing is prohibited for all street facing fences excluding alleys unless otherwise permitted by paragraph c above.
- f. The maximum height for any fence or wall on a property shall be six (6) feet.
- g. All fences shall be installed at least one (1) foot from any public street right-of-way, except alleys.

EXHIBIT A

Draft Definitions Update for Asbury Park

Replace/Add the following new text:

30-15 DEFINITIONS.

For the purpose of this chapter, "lot" shall include "plot," and "building" shall include "structure," and "fence" shall include "wall." Unless the context of use clearly indicates otherwise, the term "shall," "will," and "must" indicate a mandatory requirement, and the term "may" indicates a permissive action. The singular may also mean the plural and person shall also mean other legal entities, in proper context.

Abandoned or discontinued sign or sign structure shall mean a sign or sign structure whose owner has failed to operate or maintain said sign or sign structure for a period of six months or longer. The following conditions shall be considered as the failure to operate or maintain a sign or sign structure.

A. A sign displaying advertising for a product or service which is no longer available or displaying advertising for a business which is no longer licensed; or

B. A sign which is blank.

Abutting County road or drainage facilities shall mean any existing or proposed County road or drainage facility shown on the adopted County Master Plan, Highway Plan, or Official Map, which adjoins or ties within a lot or parcel of land submitted for subdivision or site plan approval.

Accessory building or use shall mean a building or use subordinate to and customarily associated with or incidental to the principal building or use on the same lot. When an accessory building is attached in a substantial manner by a wall or roof to a principal building, it shall be considered a part thereof.

Administrative Officer shall mean the City Planner/Zoning Inspector for the Planning Board, and the City Planner/Zoning Inspector or Zoning Officer for the Zoning Board of Adjustment.

~~*Adult arcade* shall mean an establishment where, for any form of consideration, one (1) or more motion picture projectors, slide projectors, video tape players, or similar machines for viewing by five (5) or fewer persons each are used to show films, motion pictures, video cassettes, slides, or other photographic reproductions that are characterized by an emphasis upon the depiction or description of specified sexual activities or specified anatomical areas.~~

~~*Adult bookstore* shall mean an establishment that has as a substantial portion of its stock in-trade and offers for sale for any form of consideration, any one (1) or more of the following: (1) books, magazines, periodicals, or other printed matter, or photographs, films, motion pictures, video cassettes, slides, or other visual representations that are characterized by an emphasis upon specified sexual activities or specified anatomical areas; or, (2) instruments, devices, or paraphernalia that are designed for use in connection with specified sexual activities.~~

~~Adult cabaret~~ shall mean a nightclub, bar, restaurant, or similar establishment that regularly features live performances characterized by the exposure of specified anatomical areas or by specified sexual activities, or films, motion pictures, video cassettes, slides, or other photographic reproductions, in which a substantial portion of the total presentation time is devoted to the showing of materials characterized by an emphasis upon the depiction or description of specified sexual activities or specified anatomical areas. For the purposes of this chapter, "go-go bars" shall be considered to be adult cabarets.

~~Adult motion picture theater~~ shall mean an establishment where, for any form of consideration, films, motion pictures, video cassettes, slides, or similar photographic reproductions are shown, and in which a substantial portion of the total presentation time is devoted to the showing of material characterized by an emphasis on the depiction or description of specified sexual activities or specified anatomical areas.

~~Adult theater~~ shall mean a theater, concert hall, auditorium, or similar establishment characterized by activities featuring the exposure of specified anatomical areas or by specified sexual activities featuring the exposure of specified anatomical areas or specified sexual activities.

Alley shall mean a minor way which is used primarily for vehicular service access to the back or the side of properties otherwise abutting on a street. An alley, as defined herein, shall not be considered a street for the purposes of compliance with paragraph e. of subsection 30-68.2.

Alteration shall mean a change to the exterior or interior elements of a building or structure so as to affect the amount or arrangement of rooms, corridors and other spaces or to change the nature of their use and/or a change to parking and loading areas and access thereto which affects existing parking layout, circulation, drainage, building arrangements, landscaping, buffering and/or lighting.

Amusements, commercial shall mean an establishment which includes a combination of rides, games of chance, coin-operated amusements and similar devices arranged and intended to provide amusement.

Antiques shall mean objects having special value because of their age and craftsmanship.

Applicant shall mean a developer submitting an application for development.

Application for development shall mean the application form and all accompanying documents required by ordinance for approval of a subdivision plat, site plan, planned development, cluster development, conditional use, zoning variance or direction of the issuance a permit pursuant to subsections 30-21.6 and 30-22.3.

Arcade shall mean an establishment that has more than 20% of its publicly accessible floor area occupied by ~~containing four (4) or more~~ coin operated amusements and similar devices; including video games, pinball machines, juke boxes, pool tables or games of chance.

Automobile junk yard shall mean and describe any business and any place of storage or deposit which displays, or in or upon which there are displayed, two (2) or more unregistered motor vehicles which are unfit for reconditioning for use for highway transportation, or used parts of motor vehicles or material

which has been a part of a motor vehicle, the sum of which parts or material are equal in bulk to two (2) or more motor vehicles.

Automobile repair shall mean a business or person who for compensation engages in repairing, restoring, removing, or installing integral component parts of an engine, power train, chassis, or body of any vehicle.

Automobile storage yard, private shall mean one (1) or more unregistered or disabled vehicles which are stored in the open on private property and not being restored to operating condition.

Average elevation shall mean the elevation of the finished grade at the center of each facade of a building or structure divided by the total number of facades.

Balcony shall mean an uncovered platform, which is attached to a building above the ground level, and which projects no more than four (4) feet from the façade, including railings or architectural ornamentation.

Banner shall mean any sign or string of one or more signs, usually made of fabric or other lightweight material, which is used to attract attention, whether or not imprinted with words or characters, including but not limited to balloons and pennants. This includes "feather banners". Flags shall not be considered banners of lightweight fabric or similar material that is mounted on a pole, a building, or any other mounting. National flags, State or municipal flags, the official flag of any institution or business, or other officially recognized flags shall not be considered banners.

Bar shall mean any premises wherein alcoholic beverages are sold at retail for consumption on the premises, exclusive of establishments otherwise defined herein.

Base flood elevation shall mean the highest elevation, expressed in feet above sea level, of the level of flood waters resulting from a one hundred (100) year storm.

Basement shall mean a space having one-half (1/2) or more of its floor-to-ceiling height above the average elevation of the adjoining ground and with a floor-to-ceiling height of not less than ~~seven~~^{six} and one-half (7⁶ 1/2) feet. A basement shall be counted as a story ~~if used for business, industrial, office or residential purposes.~~

Beacon shall mean any light with one (1) or more beams directed into the atmosphere or directed at one (1) or more points not on the same property as the light source; also, any light with one (1) or more beams that rotate or move.

~~*Bed and Breakfast* shall mean an owner occupied facility that provides overnight accommodations and a morning meal to transients for compensation. Bed and breakfasts shall only be permitted as a renovation of an existing building; no new construction shall be permitted (although some "minor" additions may be appropriate). The limit of time a guest may stay shall be limited to a maximum of two weeks. Minor additions shall mean no more than one hundred fifty (150) square feet of new floor area and which does not trigger any setback or height variances.~~

Bed and Breakfast Residence means a private, single-family residence that is year-round owner-occupied, which provides overnight lodging for no more than twelve (12) transient guests and

provides only breakfast for registered guests each day. The rented rooms do not contain cooking facilities and do not constitute separate dwelling units.

Berm shall mean an earthen mound planted with grass or other plant material and used for screening one area from another.

Billboard shall mean a sign structure and/or sign utilized for advertising an establishment, an activity, a product, service or entertainment which is sold, produced, manufactured, available or furnished at a place other than on the property on which said sign structure and/or sign is located.

Boarding house shall mean any building, together with any related structure, accessory building, any land appurtenant thereto, and any part thereof, which contains two (2) or more units of dwelling space arranged or intended for single room occupancy, exclusive of any such unit occupied by an owner or operator, and wherein personal or financial services are provided to the residents, including any residential hotel or congregate living arrangement, but excluding any hotel, motel, or established guest house wherein a minimum of eighty-five (85%) percent of the units of dwelling space are offered for limited tenure only.

Board of Adjustment shall mean the Asbury Park Zoning Board of Adjustment.

Brew pub shall mean an establishment licensed to brew any malt alcoholic beverages and in ~~an~~ amounts in accordance with in accordance with the State Alcoholic Beverage Law, not to exceed three thousand (3,000) barrels of thirty-one (31) fluid gallons capacity per year, and operated in conjunction with a restaurant regularly and principally used for the purpose of providing meals to its customers and having adequate kitchen and dining room facilities; ~~located immediately adjoining the premises licensed to brew malt alcoholic beverages as a restricted brewery.~~

Buffer shall mean a portion of a lot or parcel which is devoted to the visual separation of land uses on the same lot or on an adjacent lot. In most instances the buffer will be a strip of plant material, at least five (5) feet wide, massed so as to block or screen views through it.

Building shall mean a combination of materials to form a construction adapted to permanent, temporary, or continuous occupancy and having a roof. This definition shall not be construed to apply to trailers, wagons or any other enclosure supported by a chassis, axles and/or wheels.

Building coverage shall mean the area of a lot or parcel covered by buildings or structures, exclusive of parking areas or other impervious ground covers.

Capital improvement shall mean a governmental construction project or acquisition of equipment or real property.

Cellar shall mean a space with less than one-half (1/2) of its floor-to-ceiling height above the average elevation of the adjoining ground or with a floor-to-ceiling height of less than six and one-half (6 1/2) feet.

Change of use shall mean the use of a building or premises for a purpose different than previously authorized and where one (1) use classification is being changed to another (e.g., one (1) family residential to two (2) family residential, retail sales to retail service, multifamily residential to general office, hotel/motel to multifamily dwelling or rooming/boarding house).

Child day care center shall mean a place of business established for the purpose of providing supervision and care for five (5) or more children five (5) years of age or younger and operated on a regular basis, but not as a residence or domicile.

Church/house of worship shall mean a building or premises, together with any related structure, accessory building, or land appurtenant thereto, and any part thereof in which persons assemble for the purpose of conducting religious worship services and related activities.

Circulation shall mean systems, structures and physical improvements for the movement of people, goods, water, air, sewage or power by such means as streets, highways, railways, waterways, towers, airways, pipes and conduits, and the handling of people and goods by such means as terminals, stations, warehouses, and other storage buildings or transshipment points.

Clubs, social/fraternal organizations shall mean a building or premises together with any related structure, accessory building, or land appurtenant thereto, and any part thereof, in which persons congregate for social or civic purposes and where membership might be required.

Cluster development shall mean an area to be developed as a single entity wherein buildings and structures are arranged in groups, either on separate lots or on a single parcel, so as to provide open space and efficient distribution of roads and utilities according to a preconceived plan.

Commercial message shall mean any sign wording, logo, or other representation that, directly or indirectly, names, advertises, or calls attention to a business, product, service, or other commercial activity.

Common open space shall mean an open space area within or related to a site designated as a development, and dedicated, set aside, reserved or intended for the use or enjoyment of residents and owners of the development. Common open space may contain such complimentary structures, facilities and improvements as are necessary and appropriate for the use or enjoyment of residents and owners of the development, and the general public if so dedicated.

Community residence for the developmentally disabled shall mean any community residential facility licensed by the State of New Jersey pursuant to P.L. 1977, c.448 (C.30:11B-1 et seq.) providing food, shelter and personal guidance, under such supervision as required, to not more than fifteen (15) developmentally disabled or mentally ill persons, not including any person who has been committed after having been found not guilty of a criminal offense by reason of insanity or having been found unfit to be tried on a criminal charge. For the purposes of this chapter, "group homes," "intermediate care facilities," "supervised apartment living arrangements," and "hostels" are considered "community residences for the developmentally disabled."

Community shelter for victims of domestic violence shall mean any shelter approved for a purpose of service, contracted and certified by the State of New Jersey pursuant to P.L. 1979, c.337 (C.30:40-1-14) providing food, shelter, medical care, legal assistance, personal guidance and other services on a temporary basis to not more than fifteen (15) persons who have been victims of domestic violence, including any children of such victims.

Conditional use shall mean a use permitted in a particular zoning district only upon a showing

that such use in a specified location will comply with the conditions and standards for the location or operation of such use as contained in this chapter and upon the issuance of authorization therefor by the Planning Board.

Congregate senior citizen housing shall mean a facility providing independent dwelling units supplemented by congregate meals, housekeeping and support services to persons sixty (60) years of age or older.

Containers, refuse shall mean a large box or container made of metal or similar material and designed to be carried on a flat bed truck or other conveyance and used for the disposal of debris or other materials. For the purposes of this chapter, a "dumpster," including those which are designed to be mechanically emptied by specialized disposal vehicles, are to be considered refuse containers.

Contractor's Yard shall mean any use of premises for the storage of equipment, tools, materials, and vehicles used in the business of a construction contractor or tradesman.

Convenience store shall mean any retail establishment offering for sale prepackaged food products, household items, and other goods commonly associated with the same and having a gross floor area less than three thousand (3,000) square feet.

County Master Plan shall mean a composite of the plan elements for the physical development of Monmouth County, with the accompanying maps, plots, charts, and descriptive and explanatory matter adopted by the County Planning Board pursuant to N.J.S.A. 40:27-2 and N.J.S.A. 40:27-4.

County Planning Board shall mean the Monmouth County Planning Board.

Court shall mean any open, unoccupied area which is bounded by three (3) or more building walls.

Court, inner shall mean an open area, unobstructed from the ground to the sky, which is bounded on more than three (3) sides by the exterior walls of one (1) or more buildings.

Court, outer shall mean an open space, unobstructed from the ground to the sky, which is bounded on not more than three (3) sides by the exterior walls of one (1) or more buildings.

Craft Distillery shall mean a facility holding a craft distillery license issued in accordance with the State Division of Alcoholic Beverage Control (ABC), producing distilled alcoholic beverages, to rectify, blend, treat and mix distilled alcoholic beverages, including the sale and distribution of the product to licensed wholesalers and retailers, including the retail sale of the product direct to consumers in limited quantities for consumption off the premises, or in connection with a tour of the distillery, the retail sale or offering of samples, for consumption on the premises.

Curb cut shall mean a separation or break in the curbline or edge of the cartway to allow access to a driveway or other vehicular passageway.

Cut shall mean a portion of land surface or area from which earth has been removed or will be removed by excavation; the depth below original ground surface or excavated surface.

Days shall mean calendar days.

Deck shall mean an uncovered platform, which is attached to a building and which projects more than four (4) feet from the façade, including railings.

Dedication shall mean a dedication of land for construction, reconstruction, widening, repairing, maintaining or improving a street, public or private, and for the construction, reconstruction or alteration of facilities related to the safety, convenience or carrying capacity of the street; including, but not limited to curbing, pedestrian walkways, drainage facilities, traffic control devices and utilities in or along road rights-of-way.

Density, residential shall mean the number of dwelling units per gross acre of residential land area including streets, easements and open space within a development. ~~The residential density of mixed use development proposed for oceanfront parcels, located east of Kingsley Street in RC and R5 Zones, may be calculated using the entire tract, including portions of the tract containing only commercial uses, provided the proposed development is consistent with all aspects of the Waterfront Redevelopment Plan and this chapter. In all other developments, including planned developments, the residential density shall be calculated after the tract area occupied exclusively by commercial uses is subtracted from the gross tract area.~~

Development shall mean the division of a parcel of land into two (2) or more parcels, the construction, reconstruction, conversion, structural alteration, relocation or enlargement of any building or other structure, or of any mining, excavation or landfill, and any use or change in the use of any building or other structure, or land or extension of use of land, for which permission may be required pursuant to this chapter. For the purposes of this chapter, "Special Questions," as defined in this chapter, are not considered "development."

Development, conventional shall mean development other than planned development or cluster development.

Development, Major shall mean a major subdivision or any development not defined as a minor development.

Development, Minor shall mean:

- a. A minor subdivision;
- b. The construction of any building or structure or addition to any building or structure of five hundred (500) or more square feet but less than one thousand (1,000) square feet of building area or structural area;
- c. The construction of more than four (4) but less than ten (10) parking spaces;
- d. Improvements to existing parking areas containing more than four (4) but less than ten (10) parking spaces where the area of existing paving and location and size of existing driveways are affected;
- e. The alteration of an existing building result in a change in the number of dwelling units on the site;
- f. A change in use where additional nonconformities are created and/or pre-existing

nonconformities are exacerbated; and/or

- g. Does not involve planned development, any new street or extension of any off-tract improvement.

Development regulation shall mean a zoning, subdivision, site plan, Official Map, or other municipal ordinance or regulation containing the use and development of land, or amendment thereto adopted and filed pursuant to the Municipal Land Use Law.

Development Review Committee shall mean three (3) or more persons, who may be residents or nonresidents of the City, appointed by the Planning Board upon recommendation of the City Manager or City Planner for the purpose of providing technical advice and comments on development applications.

Drainage shall mean the removal of surface water or groundwater from land by drains, grading or other means and includes control of run-off during and after construction or development to minimize erosion and sedimentation, to assure the adequacy of existing and proposed culverts and bridges, to induce water recharge into the ground where practical, to lessen nonpoint pollution, to maintain the integrity of stream channels for their biological functions as well as for drainage, and the means necessary for water supply preservation or prevention or alleviation of flooding.

Driveway shall mean a vehicular accessway provided for the purpose of allowing passage over private or public property. All driveways shall be an appropriate hard-surface pavement that is durable and maintained in good condition.

Dwelling, attached shall mean a one-family dwelling attached to two (2) or more one-family dwellings by common vertical walls.

Dwelling, detached shall mean a one-family dwelling which is not attached to any other dwelling.

Dwelling, multi-family shall mean a building containing more than two (2) dwelling units.

Dwelling, one-family shall mean a building containing one (1) dwelling unit.

Dwelling, semi-detached shall mean a one-family dwelling attached to one (1) other one-family dwelling by a common vertical wall or other structural element. (Also known as a "twin house" when located on one (1) lot.)

Dwelling, two-family shall mean a building containing two (2) dwelling units.

Dwelling unit shall mean one (1) or more rooms, designed, occupied, or intended for occupancy as separate living quarters with cooking, sleeping and sanitary facilities provided within the dwelling unit for the exclusive use of a single family maintaining a household.

Essential services shall mean those services provided by a municipality which are necessary to support and satisfy the needs of the community. Such services may include, but are not limited to, police and fire protection, solid waste and wastewater collection and removal, education, snow removal, recreation, etc.

Establishment of adult entertainment shall mean an establishment which provides any form of entertainment which is of a nature that would require the exclusion of minors by virtue of age

under existing State statute. For the purpose of this chapter, adult motion picture or "X-rated theaters," regardless of seating capacity; "peep shows," whether or not they are coin operated; adult cabarets or "go-go bars" and massage parlors are considered to be "establishments of adult entertainment" if they are required by law to exclude access to minors by virtue of age.

Excavation shall mean removal or recovery by any means whatsoever of minerals, mineral substances or organic substances, other than vegetation, from the water, land surface, or beneath the land surface, whether exposed or submerged.

Exhibition pavilion shall mean a building of no more than fifty thousand (50,000) square feet and two (2) stories in size, arranged and intended to present the products and/or philosophy of a single sponsor to the public, in an educational and entertaining manner, for an extended period of time. For the purposes of this definition, an extended period of time shall mean a period of not less than six (6) months.

Family shall mean one (1) or more persons maintaining a household, ~~provided that, unless specified otherwise in this chapter, no family shall contain more than five (5) unrelated adults. A "family" shall include foster children placed with a family by the State Division of Youth and Family Services, a community residence for the developmentally disabled or community shelter for victims of domestic violence containing six (6) persons or less, excluding resident staff, but shall not include roomers, boarders, or members of a fraternity or sorority. For the purpose of this chapter, "unrelated adults" shall mean that no person is either mother, father, son, daughter, sister or brother, husband or wife of any other person in the family. (See "household.")~~

Fence shall mean a structure rising above the finished grade intended to provide physical separation between spaces or properties. For the purposes of this section, a structure constructed on a continuous footing or foundation and greater than four (4) inches thick, excluding support posts, shall be considered a wall rather than a fence and shall meet the setback requirements for buildings specified in Section 30-67, herein.

Fill shall mean sand, gravel, earth or other materials of any composition whatsoever placed or deposited by any person or persons.

Final approval shall mean the official action of the Planning Board or Zoning Board of Adjustment taken on a development plan which has been given preliminary approval after all conditions, engineering plans and other requirements have been completed or fulfilled and the required improvements have been installed or guarantees properly posted for their completion, or approval conditioned upon the posting of such guarantees.

Flag shall mean any fabric or bunting containing distinctive colors, patterns, or symbols, used as a symbol of a government, political subdivision, or other entity.

Flood Hazard Area shall mean the area delineated on the Flood Insurance Rate Map as being subject to flood waters resulting from a one hundred (100) year storm.

Flood Insurance Rate Map (FIRM) shall mean the official map on which the Federal Emergency Management Agency has delineated both the areas of special flood hazards and the risk premium zones applicable to the community, adopted September 15, 1983, as Map No. 340285-0001C or as revised by the Federal Emergency Management Agency.

Floor area, gross shall mean the sum of the gross horizontal areas of the floors or stories of a building measured from the exterior face of the exterior walls but not including areas devoted exclusively to off-street parking and loading space for motor vehicles or any space where the floor-to-ceiling height is less than seven (7) feet.

Floor area, net shall mean that portion of the gross floor area to be used or occupied or intended for use or occupancy. In the absence of floor plans identifying and quantifying useable or habitable floor space, net floor area will be measured as gross floor area minus twenty (20%) percent.

Floor Area Ratio (FAR) shall mean the ratio of the gross floor areas of all buildings on a lot to the lot area.

Garage shall mean a building or structure used for the storage of one (1) or more vehicles. If it is maintained for the resident occupant of the premises and no service is rendered to the public, or any business conducted therein, it is a private garage. Any garage other than a private garage is a public garage.

~~*Garage, repair.* See "Automobile repair."~~

~~*Gasoline service station* shall mean a place where gasoline or other motor fuel is offered for sale to the public and deliveries are made directly into motor vehicles, and which may provide for the maintenance, service or washing of motor vehicles, or the sale of equipment and accessories.~~

Governing Body shall mean the Mayor and Council of the City of Asbury Park.

Grade, finished shall mean the final grade or elevation of the ground surface conforming to the proposed design.

Grading shall mean any stripping, culling, filling, stockpiling or any combination thereof, including the land in its cut or filled condition.

Guest houses shall mean a hotel wherein no more than nine (9) units of dwelling space, each containing private bathing facilities, are arranged or intended for single room occupancy, exclusive of any such unit occupied by any owner or operator, and where eighty-five (85%) percent or more of the units are occupied by persons for ninety (90) days or less. (See "hotel.")

Habitable room shall mean any room in a dwelling unit other than a kitchen or bathroom.

Halfway house shall mean a building or structure or dwelling unit wherein two (2) or more inmates of the State Department of Corrections; or two (2) or more persons paroled from a correctional institution reside under on-site or off-site supervision. Halfway houses, as herein defined, are prohibited in the City as they represent a threat to the public safety and welfare.

Height of building or structure shall mean the vertical distance measured from the average finished ground elevation around the foundation to the top of a structure; the highest point of the surface of a flat roof; or the midpoint between the ridge and the eave of a pitched roof.

Heliport shall mean an identifiable area on land, water or structure, including any building or facilities thereon, used or intended to be used for the landing and takeoff of helicopters. The

term heliport as used herein applies to all sites, including helistops, used or intended to be used for the landing and takeoff of helicopters.

Helistop shall mean an area used or intended to be used for the landing and takeoff of helicopters engaged in dropping-off or picking-up passengers.

Historic building or site shall mean any building, structure, area or property that has been designated on the State or National Register of Historic Places or in the Asbury Park Master Plan to be significant in the history, architecture, archaeology or culture of the State of New Jersey, its communities or the nation.

Home occupation (minor) shall mean an occupation, profession, activity, or use that is clearly an ~~customary~~ incidental and secondary use of a residential dwelling unit conducted by the residents thereof, and which does not alter the exterior of the property or affect the residential character of the premises or neighborhood.

Home occupation (major) shall mean an occupation, profession, activity, or use conducted by the residents and unrelated, non-resident employees, which may include the offering of services to clients on the premises.

~~*Home professional office* shall mean the office of a physician, dentist, chiropractor, architect, attorney, accountant or like professional person, which is conducted within the residence of that person in a residential zone.~~

Hotel shall mean a building or group of buildings containing ten (10) or more units of dwelling space designed and used primarily for single room occupancy of limited tenure in which no more than five (5%) percent of the sleeping units may have cooking facilities of any kind, and all sleeping units contain private bathrooms with bathing facilities. For the purposes of this chapter, "limited tenure" shall mean occupancy in any particular facility of not more than ninety (90) days. A maximum of fifteen (15%) percent of the sleeping units may be occupied more than ninety (90) days. Motels, motor inns, and motor lodges shall be considered "hotels" for the purpose of this chapter. Buildings which contain sleeping rooms without private baths and which do not provide heat in winter months shall be considered "seasonal hotels" and shall not be permitted.

Household shall mean One (1) or more persons living together in one (1) dwelling unit on a nonseasonal basis and sharing living, sleeping, cooking and sanitary facilities on a non-profit basis~~a family living together in a single dwelling unit with common access to, and common use of all living and eating areas and all areas and facilities for the preparation and storage of food within the dwelling unit.~~

Impervious surface shall mean any material which generally reduces or prevents absorption of storm water into previously undeveloped land. Retention and detention basins and dry wells allowing water to percolate directly into the ground shall not be considered as impervious surfaces.

Interested party shall mean: (a) In a criminal or quasi-criminal proceeding, any citizen of the State of New Jersey; (b) In the case of a civil proceeding in any court or in an administrative proceeding before a municipal agency, any person, whether residing within or outside the City, whose right to use, acquire, or enjoy property is or may be affected by any action taken

under this chapter, or under any other law of this State or of the United States has been denied, violated or infringed by an action or a failure to act under this chapter.

Institutional and public uses shall mean nonprofit public or quasi-public institutions and uses such as public and private colleges and universities, libraries, museums and correspondence and vocational schools.

Junk shall mean any scrap, waste, reclaimable material and debris, whether or not stored or used in conjunction with the dismantling, processing, salvage, storage, baling, disposal or other use or disposition. Junk may include, for purposes of illustration, vehicles, tires, vehicle parts, equipment, paper, rags, metal, glass, plaster, household appliances, wood, lumber, brush and building materials.

Junkyard shall mean any area, lot, parcel, building or structure used for the storage, sale, processing or abandonment of junk.

Land shall mean ground, soil or earth including improvements and fixtures on, above or below the surface thereof.

Land disturbance shall mean any activity involving the clearing, cutting, excavating, filling, grading, and any other activity which causes land to be altered, eroded or subject to erosion.

Landscape plan shall mean a drawing or set of drawings, submitted in conjunction with an application for development, which indicates all the elements of the proposed landscape treatment of a site, including plant materials, structures, paving materials, landforms, grading and drainage.

Licensed health care facility shall mean any health care facility defined in N.J.S.A. 26:2H-2 that requires a license from the State of New Jersey Department of Health to operate.

Light industrial shall mean an establishment that engages in fabrication, assembly, or processing of goods or materials, or the storage of bulk goods and materials where such activities or materials create no hazard from fire or explosion, or produce no toxic or corrosive fumes, gas, smoke, obnoxious dust or vapor, offensive noise or vibration, glare, flashes, or objectionable effluent.

Lot shall mean a designated parcel, tract or area of land established by a plot plan or otherwise as permitted by law and to be used, developed or built upon as a unit.

Lot area shall mean the computed area contained within the lot lines, but not including any street rights-of-way.

Lot, corner shall mean a parcel of land either at the junction of or abutting on two (2) or more intersecting streets, or abutting a single street at the point where the road tangents deflect by more than forty-five (45°) degrees.

Lot coverage shall mean that portion of one (1) lot or more than one (1) lot which is improved or is proposed to be improved with buildings and structures, including but not limited to driveways, parking lots, pedestrian walkways, signs and other manmade improvements on the ground surface which are more impervious than the natural surface. (See also "building coverage" and "open space.")

Lot depth shall mean the average distance between the front lot line and rear lot line.

Lot, interior shall mean a parcel of land other than a corner lot and having frontage on a street, road or other designated right-of-way.

Lot line shall mean a line of record bounding a lot.

Lot line, front shall mean the lot line separating a lot from a street right-of-way.

Lot line, rear shall mean the lot line opposite and most distant from the front lot line, or the point at which the side lot lines meet. On corner lots, there shall be only one (1) rear lot line.

Lot line, side shall mean any lot line other than a front or rear lot line.

Lot, through shall mean an interior lot which extends from one (1) street to another.

Lot width shall mean the distance between the side lot lines measured at the streetline. Where the side lot lines converge towards the street, the lot width may be measured at the front yard setback line.

Luminance shall mean the amount of light coming from a sign expressed as a measurement of the brightness of a sign face of either the light that is emitted by, or reflected from, the surface of the sign. Luminance is measured in units called “candela” per square meter (cd/m²) and is informally known as a “nit”. One nit = one cd/m².

Maintenance guarantee shall mean any security other than cash, which may be accepted by the City for the maintenance of any improvements required by this chapter or as a condition of Planning Board or Zoning Board of Adjustment approval.

Major subdivision shall mean a subdivision not classified as a minor subdivision.

Marquee shall mean any permanent roof-like structure located at an entry to an entertainment establishment that projects beyond the building or extends along and projects beyond the wall of a building, generally designed and constructed to provide protection from the weather, and any sign attached to or made part of such structure.

Massage parlor shall mean an establishment where, for any form of consideration, massage, alcohol rub, fomentation, electric or magnetic treatment, or similar treatment or manipulation of the human body is administered, unless such treatment or manipulation is administered by a medical practitioner, chiropractor, acupuncturist, physical therapist, or similar professional licensed by the State of New Jersey. This definition does not include an athletic club, health club, school, gymnasium, reducing salon, spa, or similar establishment where massage or similar manipulation of the human body is offered as an incidental or accessory service.

Master Plan shall mean the Asbury Park Master Plan and any revisions, amendments, or additions thereto.

Microbrewery shall mean an establishment holding a limited brewery license issued in accordance with the State Division of Alcoholic Beverage Control (ABC), producing malt beverages, including the sale and distribution of the product to licensed wholesalers and retailers, including the retail sale of the product direct to consumers in limited quantities for consumption off the premises, or in connection with a tour of the brewery, the retail sale or

offering of samples, for consumption on the premises engaged in brewing any malt alcoholic beverages for sale and distribution to wholesalers and retailers licensed in accordance with the State Alcoholic Beverage Law, that is licensed to operate pursuant to N.J.S.A. 33:1-10.

Minor subdivision shall mean any subdivision containing not more than three (3) lots, including the remaining lot or parcel, which is not a planned development, or does not contain any new street, or does not involve the extension of any off-tract improvement.

Motor Vehicle Repair Garage shall mean a building or portion of a building or land, or portion thereof, which is not primarily devoted to the retail sale of gasoline, in which the repair and maintenance of motor vehicles, including diagnostic services and repair of any component parts of an engine, power train, chassis, or body of any vehicle is conducted as a business.

Motor Vehicle Service Station shall mean any area of land, including structures thereon, which is used for the retail sale of gasoline or any other motor vehicle fuel and oil and other lubricating substances, including any sale of motor vehicle accessories, and which may include facilities for lubricating, washing or servicing of motor vehicles, except that auto body work of any nature and retail sales unrelated to motor vehicle uses shall be prohibited.

Municipal Land Use Law shall mean Revised New Jersey Statutes 40:55D-1 et seq.

Natural ground surface shall mean the ground surface in its original state before any grading, excavation or filling.

Nightclub shall mean an establishment where alcoholic beverages are served that may also serve food as an adjunct to its bar business, and where music (live or recorded) is provided to patrons for their listening or dancing entertainment.

Nit shall mean luminance measured in units called candela per square meter (cd/m²) and informally known as a "nit". One nit = one cd/m².

Nonconforming lot shall mean a lot, the area, dimension or location of which was lawful prior to the adoption, revision or amendment of this chapter or previous ordinances, but fails to conform to the requirements of the zoning district in which it is located by reason of such adoption, revision or amendment of this chapter.

Nonconforming structure shall mean a structure which was of legal height and/or legally situated on a lot or parcel prior to the adoption, revision or amendment of this chapter or previous ordinances, but which fails to conform to the requirements of the zoning district in which it is located by reason of such adoption, revision or amendment of this chapter.

Nonconforming use shall mean a use or activity which was lawful prior to the adoption, revision or amendment of this chapter or previous ordinances, but which fails to conform to the requirements of the zoning district in which it is located by reason of such adoption, revision or amendment of this chapter. For the purposes of this section, a use shall be considered nonconforming if the residential density or floor area ratio applied thereto exceeds the maximum permitted in the zoning district in which such use is located by reason of the adoption, revision or amendment of the Land Development Regulations.

Office, business shall mean a room or group of rooms used for conducting the affairs of a business or industry.

Office, medical shall mean a business principally engaged in providing services for health maintenance, diagnosis (including testing) and treatment of human diseases, pain or other physical or mental condition of patients by physicians or other licensed health care professionals, solely on an outpatient basis, but not to include a behavioral health care center. No overnight patients shall be kept on the premises. Examples of medical offices shall include but not be limited to general physicians, dentists, chiropractors, psychologists, cardiologists, radiologists and other various specialists.

Office, professional shall mean ~~the office of a member of a recognized profession, maintained for the conduct of that profession. any office used by one (1) or more persons licensed or certified by the State of New Jersey, or any professional society or association with recognized status and national affiliations, to provide a professional service to the public.~~ Such professions shall specifically include licensed medical practitioners, chiropractors, psychologists, real estate practitioners, accountants, financial or insurance practitioners, legal practitioners, planning, design, and engineering professionals, ~~and travel consultants, or any other profession whose members are licensed or certified by the State of New Jersey, or any professional society or association with recognized status and national affiliations, to provide a professional service to the public.~~

Official County Map shall mean the map, with changes and additions thereto, adopted and established from time to time, by resolution of the Board of Chosen Freeholders of the County of Monmouth pursuant to N.J.S.A. 40:27-5.

Official Map shall mean a map adopted in accordance with the Municipal Land Use Law, or any prior act authorizing such adoption, which map shall be deemed conclusive with respect to the location and width of the streets, public parks and playgrounds, and drainage right-of-way shown thereon.

Off-site shall mean located outside the lot lines of the lot or lots in question but within the property (of which the lot is a part) which is the subject of a development or contiguous portion of a street right-of-way.

Off-tract shall mean not located on the property which is the subject of a development application nor on a contiguous portion of a street right-of-way.

On-site shall mean located on the lot or lots in question.

On-tract shall mean located on the property which is the subject of a development application or on a contiguous portion of a street right-of-way.

Open space shall mean any parcel or area of land or water essentially unimproved and set aside, dedicated, designated or reserved for public or private use or enjoyment or for the use and enjoyment of owners and occupants of land adjoining or neighboring such open space; provided that such area may be improved with only those buildings, structures, streets and off-street-parking and other improvements that are designed to be incidental to the recreational use and enjoyment of the open space.

Open space, common. See "common open space."

Open space, public shall mean any open space area conveyed or otherwise dedicated to the City

or a City agency, Board of Education, State or County agency, or other public body for recreational and conservational uses.

Owner/applicant shall mean an individual, firm, association, syndicate, copartnership or corporation having sufficient proprietary interest to seek or authorize development of land under this chapter and State Statute.

Parking area, private shall mean any open area, including parking spaces, driveways and access aisles or other public way, used for the temporary storage of automobiles and other permitted vehicles for the private use of the owners or occupants of the lot on which the area is located.

Parking area, public shall mean any open area, including parking spaces, driveways and access aisles, other than a street or other public way, used for the temporary storage of automobiles and other permitted vehicles and available to the public, with or without compensation or as an accommodation for clients, customers and employees.

Parking facility shall mean any public or private parking area or garage.

Party immediately concerned shall mean for purposes of notice, any applicant for development, the owners of the subject property, and all owners of property and government agencies entitled to notice under this chapter.

Pennant shall mean any lightweight plastic, fabric, or other material, whether or not containing a message of any kind, suspended from a rope, wire, or string, usually in series, designed to move in the wind.

Penthouse shall mean a roofed enclosure up to twelve (12) feet in height on top of a building and occupying not more than twenty (20%) percent of the main roof area.

Performance guarantee shall mean any security, which may be accepted by the City to ensure the installation of public improvements or compliance with conditions imposed by the Planning Board or Zoning Board of Adjustment.

Permit shall mean a certificate issued to perform work under this chapter.

Permitted use shall mean any use which shall be allowed, subject to the provisions of this chapter.

Permittee shall mean any person to whom a permit is issued in accordance with this chapter.

Person shall mean corporation, company, association, society, firm, partnership or joint-stock company, as well as individual, the State and all political subdivisions of the State or any agency or instrumentality thereof.

Personal services shall mean establishments engaged in providing services involving the care of a person or their apparel, including but not limited to beauty shops, barber shops, shoe repair, tailors, nail salons, and photographic studios.

Philanthropic or eleemosynary use shall mean a use established by a nonprofit organization and funded through a foundation or other charitable means for the purpose of promoting human welfare. Such uses include "shelter for the homeless" and "soup kitchens," when operated by an organization as defined herein. Such a use does not include "community residences for the

developmentally disabled," "residential health care facilities" or "community shelters for victims of domestic violence" as defined in this section.

Planned commercial development shall mean an application for development involving two (2) acres or more to be developed according to a plan as a single entity containing one (1) or more structures with appurtenant common areas to accommodate commercial or office uses or both and any residential and other uses incidental to the predominant use as may be permitted by this chapter.

Planned development shall mean planned unit development, planned unit residential development, residential cluster, planned commercial development or planned industrial development.

Planned industrial development shall mean an application for development involving three (3) acres or more to be developed according to a plan as a single entity containing one (1) or more structures with appurtenant common areas to accommodate industrial uses and any commercial uses incidental to the predominant use as may be permitted by this chapter.

Planned unit residential development shall mean an area with a specified minimum contiguous acreage of two (2) acres or more to be developed as a single entity according to a plan containing one (1) or more residential clusters, which may include appropriate commercial, and/or public or quasi-public uses all primarily for the benefit of the residential development.

Planning Board shall mean the Asbury Park Planning Board.

Plat shall mean a map or maps of a subdivision or site plan.

Plat, final shall mean the final map of all or a portion of a subdivision or site plan which is presented to the Planning Board or Board of Adjustment for final approval in accordance with this chapter.

Plat, preliminary shall mean the preliminary map indicating the proposed layout of the subdivision or site plan which is submitted to the Planning Board or Board of Adjustment for consideration and preliminary approval.

Plat, sketch shall mean the sketch map of a subdivision or site plan of sufficient accuracy to be used for the purpose of discussion and classification.

Porch shall mean a roofed entrance or porte cochere not more than one (1) story in height which projects beyond the main building into the required front yard area; the porch shall not be enclosed permanently or temporarily, with any type of material, nor shall there be any construction between the roof and floor of the porch except for columns or posts necessary to support the roof or an open safety railing, which shall present no more than minimal obstruction to view; provided, however, that a portable storm vestibule not more than five (5) feet in any horizontal dimension is permissible during the fall and winter months and open wire mesh removable screening in the area aforesaid is permissible during the spring and summer months. ~~However, open balconies may be permitted above the first floor on buildings or structures that are built and utilized as motels, high-rise apartments or multifamily dwelling units, provided the balconies shall not extend more than six (6) feet beyond the building line.~~

Preliminary approval shall mean the conferral of certain rights pursuant to this chapter prior to

the final approval after specific elements of the development plan have been agreed upon by the Planning Board or Board of Adjustment and the applicant.

Preliminary floor plan and elevations shall mean architectural drawings prepared during early and introductory stages of the design of a project illustrating in a schematic form, its scope, scale and relationship to its site and immediate environs.

Prohibited use shall mean a use or use classification which is not expressly permitted in a zone district.

Public areas shall mean existing or proposed: (1) public parks, playgrounds, trails, paths and other recreational areas; (2) other public open spaces; (3) scenic and historic sites; and (4) schools and other public buildings and structures.

Public development proposal shall mean a master plan, capital improvement program or other proposal for land development adopted by the appropriate public body, or any amendment thereto.

Public drainage way shall mean the land reserved or dedicated for the installation of surface or subsurface storm water drainage systems.

Quorum shall mean a majority of the full authorized membership of either the Planning Board or Zoning Board of Adjustment.

Recreation area shall mean that portion of the designated open space of a development proposal which is specifically designed for the active or passive recreation of the residents of the development or general public, if so designated.

Recreation, commercial shall mean recreation facilities operated as a business and open to the public for a fee.

Recreation facility shall mean a place where sports, leisure time activities and customary and usual recreational activities such as set forth in major group #79 of the Standard Industrial Classification Manual are carried out.

Region or regional shall mean Monmouth County.

Residential cluster shall mean two (2) or more residential dwellings of one (1) or more housing types grouped together on a site so as to provide open space for the common use of the residents. The overall permitted residential density of a site with residential clusters shall be equal to that which is specified for the zone district.

Residential health care facility shall mean any establishment which furnishes food and provides any personal care or service beyond food, shelter, laundry and guidance, to any one (1) or more persons eighteen (18) years of age or older. For the purposes of this chapter, "homes for sheltered care," "rest homes" and "convalescent homes" are considered "residential health care facilities."

Restaurant shall mean an establishment where beverages and prepared food are served on the premises and where not less than seventy-five (75%) percent of the gross floor area is devoted to table or booth dining space for patrons.

Resubdivision shall mean: (1) the further division or relocation of lot lines of any lot or lots within a subdivision previously made and approved or recorded according to law or (2) the alteration of any streets or the establishment of any new streets within any subdivision previously made and approved or recorded according to law, but does not include conveyances so as to combine existing lots by deed or other instrument.

Retail service shall mean any establishment providing a service to the public at large for a fee, including but not limited to the following, except as otherwise provided in Section 30-71 of this chapter: eating and drinking places; offices for finance, insurance, real estate or travel services; personal grooming, garment and footwear services; business services; repair services except for automobiles and large items such as furniture and major household appliances such as refrigerators unless part of a retail sales business on the premises; recreation services except amusement arcades and billiard parlors; health services except licensed health care facilities and partial care programs; educational services restricted to accredited colleges or universities, licensed professional or trade schools and specialized skills training, such as dance, martial arts, fitness training or bartending schools; cultural services such as museums and art galleries.

Retail trade shall mean any establishment which engages in the sale of new merchandise to the public at large, including but not limited to the following except as otherwise provided in Section 30-71 of this chapter: hardware and garden supply; general merchandise and department stores; food stores; apparel and accessory stores; home furnishing and equipment stores; appliance and electronic equipment stores; miscellaneous retail except nonstore retailers, fuel and ice dealers.

Retail used car dealership shall mean a business where used passenger motor vehicles are displayed and sold by a dealer licensed by the State of New Jersey. A retail used car dealership shall not include a motor vehicle repair facility as defined in this section, but may include such maintenance activities for the purpose of servicing motor vehicles so as to make them comply with the laws of the State of New Jersey.

Roomer/boarder shall mean a person other than a member of a family or household occupying part of any dwelling unit, who, for a consideration, is furnished sleeping accommodations in such dwelling unit and may be furnished with meals or kitchen privileges, financial assistance, supervision or personal service as part of this consideration.

Rooming house shall mean a boarding house wherein no personal or financial services are provided to residents.

Rooming unit shall mean one (1) or more rooms arranged and intended for residential occupancy but lacking either private cooking or bathroom facilities. Bedrooms to which direct access is gained by individual key operated locks shall be considered "rooming units."

Secondhand store shall mean any commercial establishment devoted exclusively to the sale of used merchandise. For the purposes of this chapter, "pawn shops," "used furniture stores" and "thrift shops" shall be considered "secondhand stores;" while dealers of authentic antiques, "nonprofit or goodwill thrift stores" and "retail used car dealers" are not considered secondhand stores. The sale of used clothing other than in conjunction with a "nonprofit" thrift shop is prohibited.

Sediment shall mean any solid material that is in suspension and is being or has been moved by water, ice, wind, gravity or other means.

Sedimentation shall mean the transport and depositing of sediment.

Senior citizen housing shall mean a building or group of buildings containing three (3) or more dwelling units designed for and exclusively occupied by senior citizens.

~~*Sexual encounter establishment* shall mean an establishment other than a hotel, motel, or similar establishment offering public accommodations, which, for any form of consideration, provides a place where two (2) or more persons may congregate, associate, or consort in connection with specified sexual activities or the exposure of specified anatomical area. This definition does not include an establishment where a medical practitioner, psychologist, psychiatrist, or similar professional person licensed by the State engages in sexual therapy.~~

Sexually oriented business shall mean (1) a commercial establishment, which as one of its principal business purposes offers for sale, rental, or display any of the following: Books, magazines, periodicals or other printed material, or photographs, films, motion pictures, video cassettes, slides or other visual representations which depict or describe a specified sexual activity or specified anatomical area; or still or motion picture machines, projectors or other image-producing devices which show images to one person per machine at any one time, and where the images so displayed are characterized by the depiction of a specified sexual activity or specified anatomical area; or instruments, devices, or paraphernalia which are designed for use in connection with a specified sexual activity; or (2) a commercial establishment which regularly features live performances characterized by the exposure of a specified anatomical area or by a specified sexual activity, or which regularly shows films, motion pictures, video cassettes, slides, or other photographic representations which depict or describe a specified sexual activity or specified anatomical area. As pertaining to the determination of a sexually oriented business, Person means an individual, proprietorship, partnership, corporation, association, or other legal entity.

As pertaining to the determination of a sexually oriented business, Specified anatomical area means:

(1) Less than completely and opaquely covered human genitals, pubic region, buttock or female breasts below a point immediately above the top of the areola; or

(2) Human male genitals in a discernibly turgid state, even if covered.

As pertaining to the determination of a sexually oriented business, Specified sexual activity means:

(1) The fondling or other erotic touching of covered or uncovered human genitals, pubic region, buttock or female breast; or

(2) Any actual or simulated act of human masturbation, sexual intercourse or deviate sexual intercourse.

Sight triangle shall mean a triangular shaped portion of land established at intersections in accordance with the requirements of this chapter in which nothing shall be erected, placed, planted or allowed to grow in such a manner as to limit or obstruct sight distance.

Sign shall mean any device, fixture, placard or structure which uses color, form, graphics, illumination, architectural style or design with text, or writing to advertise, attract attention, announce the purpose of or identify the purpose of any person or entity, or to communicate information of any kind to the public. The term "sign" includes sign structure. The following shall not be considered signs subject to the regulations of this chapter: artwork, holiday or seasonal decorations, cemetery markers, machinery or equipment signs, memorial signs or tablets, a name, identification, description, display or illustration which is affixed to or represented directly or indirectly upon a building, structure or piece of land, directing attention to a product, business, service or individual. However, a sign shall not include a display of official, court or public notices, any official traffic control device and shall not include the flag, emblem or insignia of a nation, State, County, municipality or religious group. A sign shall not include a sign located completely within an enclosed building, except if it is visible and directed to be seen from outside the building. Each display surface of the sign shall be considered to be a single sign; except that where two (2) such surfaces of a sign are physically attached, parallel and separated by less than twelve (12) inches, the two (2) surfaces shall be considered a single sign. The sign area shall be measured according to the dimensions of the frame. Where there is no frame, the area shall be defined by a projected, enclosed, four (4) sided (straight sides) geometric shape which most closely outlines the sign.

Sign, advertising shall mean a sign, structure, symbol or billboard erected and maintained by an individual or corporation engaged in the sale or rental of space thereon to a clientele upon which space there is displayed advertising copy describing in a wide variety of products or services, which are not produced, assembled, stored or sold from the lot or premises upon which the advertisement is displayed.

Sign, animated shall mean a sign which includes action, motion, or color changes, or the optical illusion of action, motion or color changes, including signs set in motion by movement of the atmosphere, or made up of a series of sections that turn. ~~any sign that uses movement or change of lighting to depict action or create a special effect or scene.~~

Sign area shall mean the total area, as measured in square feet, of a sign surface, including all parts thereof devoted to the background including all borders and trim, computed by bounding the exterior of the sign structure or surface with a series of straight or curved lines tangent thereto. The area of a sign on an awning and signs with letters attached directly to walls or awnings shall be calculated by constructing an imaginary series of straight lines or lines formed, bounded or characterized by curves around the outside of all elements of the sign. Supports that are not part of the sign face and contain no messaging shall not be included in the sign area calculation.

Sign, awning - See "canopy sign."

Sign, bandit - See "snipe sign."

Sign, blade shall mean a type of projecting sign that is mounted perpendicular to the building façade.

Sign, building or wall shall mean any sign erected, constructed or maintained on a building with the principal support of said sign being that building with its face in a parallel plane with the plane of the building facade or wall, that does not extend above the height of the vertical wall

~~or caves any sign attached to any part of a building, as contrasted with a freestanding sign.~~

~~Sign, building wrap shall mean a fabric banner covering the exterior of a building or exterior building wall which and is used to obscure buildings undergoing construction. Building wrap signs shall display a graphic reproduction of the completed building façade located behind the sign. Building wrap signs may contain text including the name and contact information of the developer and any associated symbols or logos, and/or text pertaining to the lease, rental or sale of the premises, or a portion of the premises.~~

~~Sign, canopy shall mean any sign that is a part of or attached to an awning or, canopy, i.e., or other a-fabric, plastic, or structural protective cover over a door, entrance, window, or outdoor service area. A marquee is not a canopy.~~

~~Sign, changeable copy shall mean a sign or portion thereof with characters, letters, or illustrations that can be changed or rearranged without altering the face of the surface of the sign. A sign on which the message changes more than eight (8) times per day shall be considered an animated sign and not a changeable sign for purposes of this chapter. A sign on which the only copy that changes is an electronic or mechanical indication of time and/or temperature shall be considered a "time and temperature" portion of a sign and not a changeable copy sign for purposes of this chapter.~~

~~Sign, construction shall mean a temporary, on-premises sign identifying an approved development during the construction phase of a project prior to completion of the work for which permission was granted containing sign copy that is limited to the development activity and identifying the owner/developer, contractors/subcontractors, designers, financiers or sponsors, a sign erected on the premises where construction is taking place or approved to take place, indicating the name and contact information of the developer and also may indicate the names of the architects, engineers, landscape architects, contractors or similar artisans, and the owners, financial supporters, sponsors, and similar individuals or firms having a role or interest with respect to the structure or project.~~

~~Sign, directional shall mean a noncommercial on-site sign providing direction or information to pedestrian or vehicular traffic that is related or reasonably necessary to the movement of pedestrian or vehicular traffic on the premises, and not displaying a commercial message (e.g., (entrance," "exit," "caution," "no parking". "one way", "no trespassing," and the like).~~

~~Sign, double-faced shall mean a single sign with copy on both sides of the sign and mounted as a single structure.~~

~~Sign face shall mean the part of the sign that is or can be used to identify, display, advertise, communicate information, or for the visual representation, which attracts or intends to attract the attention of the public for any purpose.~~

~~Sign, flashing shall mean a sign which permits light to be turned on or off intermittently more frequently than once per minute or any illuminated sign on which such illumination is not kept stationary or constant in intensity and color at all times when such sign is in use, including a LED (light-emitting diode) or digital sign, and changes more frequently than once per minute.~~

~~Sign, freestanding shall mean a sign supported by structures or supports that are placed on or~~

anchored in the ground or at ground level and which are independent of any building or other structure.~~any sign supported by structures or supports that are placed on, anchored in, the ground and that are independent from any building or other structure.~~

Sign, future development shall mean a sign that functions to advertise the future or proposed development of the premises upon which the sign is erected.

Sign height shall mean the vertical distance measured from ground level nearest the base of the sign to the highest point on the sign.

Sign, illegal shall mean any sign which was unlawfully erected or which has been determined to be in violation of any provision of Article XII of the Asbury Park City Land Development Ordinance.

Sign, illuminated shall mean any sign or portion thereof that is illuminated by artificial light, either from an interior or exterior source, including outline, reflective or phosphorescent light, whether or not the source of light is directly affixed as part of the sign.

Sign, identification shall mean any sign, symbol, trademark, structure or similar device used to identify the occupant of any structure, the product made or the activity being pursued by an individual, business, service, commercial or industrial activity which is displayed upon the lot or premises occupied by a person or entity for the purpose of apprising the public of the location of such enterprise and the type of activity in which it is engaged.

Sign, incidental shall mean a sign not exceeding one square foot in size attached to a freestanding sign or affixed to a wall that either:

A. Identifies credit cards accepted by the owner, tenant or occupant of the lot where the incidental sign is located; or

B. Provides an official notice of services required by law or trade affiliation.~~a sign, generally informational, that has a purpose secondary to the use of the property on which it is located, such as "no parking," "entrance," "loading only," and other similar directives. No sign with a commercial message legible from a position off the zone lot on which the sign is located shall be considered incidental.~~

Sign, intermittent shall mean a sign which permits light to be turned on or off intermittently more frequently than once every 24 hours or which is operated in a way whereby light is turned on or off intermittently more frequently than once every 24 hours, including any illuminated sign on which such illumination is not kept stationary or constant in intensity and color at all times when such sign is in use, including a LED (light-emitting diode) or digital sign, and that varies in intensity or color more frequently than once every 24 hours.

Sign maintenance shall mean replacing, repairing or repainting a portion of a sign structure, or periodically changing copy or renewing copy, which has been made unusable by ordinary wear.

Sign, nameplate or Occupant identification shall mean a sign indicating the name and/or profession or address of a person or persons residing or legally occupying the premises.

Sign, nonconforming shall mean a sign that was lawfully erected but no longer conforms to the regulations provided in Chapter 30 of the Asbury Park City Land Development Regulations.~~any~~

sign that does not conform to the requirements of this chapter.

Sign, off-premises or off-site shall mean any sign relating in its subject matter to commodities, accommodations, services or activities on premises other than the premises on which the sign is located.

Sign, permanent shall mean any sign which, when installed, is intended for permanent use. For the purposes of this chapter, any sign with an intended use in excess of six months from the date of installation shall be deemed a permanent sign.

Sign, portable shall mean any sign, banner or poster that is not permanently attached to the ground or structure. For purposes of this chapter, an inflatable sign shall be considered a portable sign. ~~any sign not permanently attached to the ground or other permanent structure, or a sign designed to be transported, including, but not limited to, signs designed to be transported by means of wheels; signs converted to A- or T-frames; sandwich board signs; balloons used as signs; umbrellas used for advertising; and signs attached to or painted on vehicles parked or visible from the public right of way, unless such vehicle is used in the normal day-to-day operations of the business.~~

Sign, projecting shall mean a sign mounted perpendicular to the building façade. ~~any sign affixed to a building or wall in such manner that its leading edge extends more than six (6) inches beyond the surface of such building or wall.~~

Sign, real estate shall mean a sign advertising the sale, rental or lease of the premises or part of the premises on which the sign is displayed temporarily. ~~pertaining to the lease, rental or sale of the premises, or a portion of the premises on which the sign is located.~~

Sign, residential shall mean any sign located in a district zoned for residential uses that contains no commercial message except advertising for goods and services legally offered on the premises where the sign is located, if offering such goods or services at such location conforms with all requirements of the Land Development Regulations.

Sign, revolving or rotating shall mean any sign that revolves or rotates.

Sign, roof shall mean any sign erected and constructed wholly on or over the roof of a building which is supported by the roof structure, or any sign that extends in whole or in part above the roofline of a building. For purposes of this definition, "roofline" shall mean the highest continuous horizontal line of a roof. On a sloping roof, the roofline is the principal eave or the highest line common to one or more principal eaves of a roof. On a flat roof, the roofline is the highest continuous line of a roof or parapet, whichever is higher. ~~and over the roof of a building, supported by the roof structure.~~

Sign, roof, integral shall mean any sign erected or constructed as an integral or essentially integral part of a normal roof structure of any design, such that no part of the sign extends vertically above the highest portion of the roof and such that no part of the sign is separated from the rest of the roof by a space of more than six (6) inches.

Sign, safety - See "warning sign."

Sign, sandwich board shall mean a temporary, portable, double-faced, freestanding sign in an "A-Frame" configuration and that is supported only by the two panels that also serve to display

the message(s), or the legs that serve as the frame for display panels. Such signs shall not include any supporting elements separate from the display panels themselves.

Sign, snipe (bandit sign) shall mean any sign tacked, nailed, posted, pasted, glued or otherwise attached to trees, rocks or other natural features, or poles, stakes or fences with the message appearing thereon not applicable to the present use of the premises upon which the sign is located. This shall not include warning signs such as "no trespassing" signs or "no hunting" signs.

Sign, special event shall mean a sign, regardless of its content, providing notice of or direction to an event, gathering, assembly or meeting that is open to the public at large.

Sign, statutory shall mean a sign required by any statute or regulation of the State of New Jersey or United States.

Sign, street address shall mean any sign denoting the street address of the premises on which it is attached or located.

Sign structure shall mean any structure which is designed specifically for the purpose of supporting a sign, which has supports or which is capable of supporting a sign. The definition shall include any decorative covers, braces, wires, supports or other components attached to or placed around the sign structure.

~~Sign, suspended shall mean a sign that is suspended from the underside of a horizontal plane surface and is supported by such surface.~~

~~Sign, temporary shall mean a sign intended for a use not permanent in nature. A sign with an intended use of 60 days or less shall be deemed a temporary sign, unless specified otherwise herein. any sign that is used only temporarily and is not mounted permanently.~~

Sign, traffic control device shall mean any sign located within the right-of-way that functions as a traffic control device and that is described and identified in the Manual on Uniform Traffic Control Devices (MUTCD) and approved by the Federal Highway Administrator as the national standard. A traffic control device sign includes those signs that are classified and defined by their function as regulatory signs (that give notice of traffic laws or regulations), warning signs (that give notice of a situation that might not readily be apparent), and guide signs (that show route designations, directions, distances, services, points of interest, and other geographical, recreational or cultural information).

Sign, vehicle shall mean any sign or signs where the total sign area covers more than 10 square feet of the vehicle.

Sign, viewpoint shall mean a sign communicating information or views on matters of public policy or public concern or containing any other noncommercial message, that is otherwise lawful. Viewpoint signs are exempt from content regulations within the scope of protected speech; and any other requirements in conflict with federal and state common law protecting expressive activity and viewpoint communication.

~~Sign, wall shall mean any sign attached parallel to, but within six (6) inches of a wall, painted on the wall surface of, or erected and confined within the limits of an outside wall of any building or structure, which is supported by such wall or building, and which displays only one~~

~~(t) sign surface.~~

Sign, warning or Safety sign shall mean a sign that functions to provide a warning of a dangerous condition or situation that might not be readily apparent or that poses a threat of serious injury (e.g., gas line, high voltage, condemned building, etc.) or that functions to provide a warning of a violation of law (e.g., no trespassing, no hunting allowed, etc.).

Sign, wind shall mean a sign which uses objects or material fastened in such a manner as to move upon being subjected to pressure by wind, and shall include banners, pennants, ribbons, spinners, streamers or captive balloons; however, the term "wind signs" shall not include flags.

Sign, window shall mean any sign mounted in any fashion on the interior or exterior of the surface of a window. ~~any sign, pictures, symbol, or combination thereof, designed to communicate information about an activity, business, commodity, event, sale, or service, that is placed inside a window or upon the window panes or glass and is visible from the exterior of the window.~~

Site shall mean any plot or parcel of land or combination of contiguous lots or parcels of land.

Site plan shall mean a development plan of one (1) or more lots on which is shown: (1) the existing and proposed conditions of the lot, including but not necessarily limited to topography, vegetation, drainage, flood plains, marshes and waterways; (2) the location of all existing and proposed buildings, drives, parking spaces, walkways, means of ingress and egress, drainage facilities, utility services, landscaping, structures and signs, lighting, screening devices; and (3) any other information that may be reasonably required in order that an informed determination may be made by the Boards pursuant to this chapter.

Soil Conservation District shall mean the governmental subdivision of this State which encompasses this City, organized in accordance with the provisions of Chapter 23, Title 4 (N.J.S.A. 4:24-1 et seq.).

Soil Erosion and Sedimentation Control Plan shall mean a plan which indicates necessary land treatment measures, including a schedule for installation, which will effectively minimize soil erosion and sedimentation. Such measures shall be at least equivalent to the standards and specifications as adopted by the ~~Monmouth County~~ Freehold Soil Conservation District.

Soup kitchen/food pantry shall mean an establishment engaged primarily in distributing food directly to the needy, for free or at very low cost.

Special anatomical areas shall mean and include any of the following: (1) less than completely and opaquely covered human genitals, pubic region, buttocks, anus, or female breasts below a point immediately above the areola; or, (2) human male genitals in a discernibly turgid state, even if completely and opaquely covered.

Special question shall mean a matter which is brought before the Zoning Board of Adjustment pursuant to subsection 30-22.3b. Special questions shall be exempt from the notice requirements of subsection 30-29.2.

~~Specified sexual activities shall mean and include the following: (1) the fondling or other erotic touching of human genitals, pubic region, buttocks, anus or female breasts; (2) sex acts, normal or perverted, actual or simulated, including intercourse, oral copulation, or sodomy; (3)~~

masturbation, actual or simulated; (4) excretory functions as part of or in connection with any of the activities set forth in subparagraphs (1) through (3) of this definition.

Stacked parking shall mean motor vehicle parking spaces which conform to the minimum stall width and length requirements of subsection 30-59 but which are stacked vertically atop one another.

Step-down facilities shall mean a residential facility consisting of living accommodations for former patients diagnosed and treated in a medical institution for a high risk transmittable disease such as Acquired Immune Deficiency Syndrome (AIDS) and where specialized medical care continues to be provided to such residents. Step-down facilities, as herein defined, shall be regulated as a "community residence" in accordance with the provisions of subsection 30-76.3c., except that such provisions shall apply to former patients diagnosed and treated in a medical institution for a high risk transmittable disease rather than to "developmentally disabled" or "mentally ill" persons.

Stoop shall mean a narrow staircase ending with an uncovered platform at a building entrance.

Stormwater detention shall mean any storm drainage technique which retards or detains runoff, such as a detention or retention basin, parking lot storage, rooftop storage, porous pavement, dry wells or any combination thereof.

Story shall mean that portion of a building included between the surface of any floor and the surface of the floor next above it, or in its absence, the ceiling or roof above. ~~A basement, as defined in this section, shall be considered that portion of a "story" when its ceiling height above the average finished grade bears to the height of the "story."~~

Story, half shall mean a space under a sloping roof which has the line of intersection of roof decking and wall face not more than three (3) feet above the top floor level, and in which space, the possible floor area with head room of five (5) feet or less occupies at least forty (40%) percent of the total area of the story directly beneath.

Street shall mean any street, avenue, boulevard, road, parkway, viaduct, drive or other way: (1) which is an existing State, County, or municipal roadway; or (2) which is shown upon a plat heretofore approved pursuant to law; or (3) which is approved by official action as provided by this act; or (4) which is shown on a plat duly filed and recorded in the office of the County Recording Officer prior to the appointment of a Planning Board and the grant to such Board of the power to review plats; and includes the land between the street lines, whether improved or unimproved, and may comprise pavement, shoulders, gutters, curbs, sidewalks, parking areas and other areas within the street lines. An alley, as defined in Section 30-15, does not constitute a "street" as is defined herein and lots having frontage on an alley shall not be construed as having frontage on a street for the purposes of compliance with paragraph e of subsection 30-68.2.

Street, arterial shall mean: (1) a street so designated in the duly adopted or revised Asbury Park Master Plan; or (2) a street used and intended as a thoroughfare between neighborhoods and as a connector to major highways.

Street line shall mean the dividing line between a street and an abutting lot.

Street, local shall mean a street which is used and intended primarily for access to abutting properties.

Structural alteration shall mean any change and/or modification to a structure as herein defined.

Structure shall mean a combination of materials to form a construction for occupancy, use or ornamentation whether installed on, above or below the surface of land or water.

Structure, advertising shall mean any rigid or semi-rigid material with or without a sign displayed thereon, situated upon or attached to real property outdoors for the purpose of furnishing a background, base or support on which a sign may be posted or displayed.

Subdivision shall mean the division of a lot, tract or parcel of land into two (2) or more lots, tracts, parcels or other divisions of land for sale or development. The following shall not be considered subdivisions within the meaning of this chapter if no new streets are created: (1) divisions of land found by the Planning Board to be for agricultural purposes where all resulting parcels are five (5) acres or larger in size; (2) divisions of property by testamentary or intestate provisions; (3) divisions of property upon court order; and (4) conveyances so as to combine existing lots by deed or other instrument. The term "subdivision" shall also include the term "resubdivision."

Substantial improvement shall mean any repair, reconstruction or improvement of a structure, the cost of which equals or exceeds fifty (50%) percent of the market value of the structure either: (1) before the improvement or repair is started; or (2) if the structure has been damaged and is being restored, before the damage occurred. For the purposes of this definition, "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure. The term does not, however, include either: (1) any project for improvement of a structure to comply with existing State or local health, sanitary or safety code specifications, which are solely necessary to assure safe living conditions; or (2) any alteration of a structure listed on the National Register of Historic Places or a State Inventory of Historic Places.

Tandem parking shall mean motor vehicle parking spaces which conform to the minimum stall width and length requirements of subsection 30-59 but which are oriented with one space in front of another with no aisleway or other space between them.

Temporary structure shall mean a tent or similar structure made of solid or flexible materials. No tent or other temporary structure shall be erected for a period exceeding fourteen (14) days in any twelve (12) month period.

Theme entertainment center shall mean one (1) or more buildings arranged and intended to provide various forms of entertainment based upon a central theme and designed to educate participants and spectators on subject matter related to that theme.

Townhouse shall mean a multi-family housing style that consists of not less than three (3) single-family attached dwelling units, in one structure, separated by vertical party walls, an attached or semi detached dwelling with two (2) direct means of access from the outside, and having separate cooking, sleeping and sanitary facilities, and separate facilities for sewerage,

~~heating, water, electric and gas.~~

Tract shall mean property which is the subject of a development application.

Trailer shall mean a vehicle used for carrying people, carrying or storing material or objects, or for temporary working, living or sleeping purposes, and standing on wheels or on rigid supports.

Twin house. See "dwelling, semi-detached."

Urgent Care shall mean any use engaged in providing walk-in, extended hour access for acute illness and injury care that is either beyond the scope or availability of the typical primary care practice or medical clinic. No overnight patients shall be kept on the premises. Medical offices and hospitals shall not be included.

Variance, bulk shall mean relief ~~a waiver~~ from the literal application of any of the standards or requirements of Article VI of this chapter, other than permitted uses and as specified in the Municipal Land Use Law (N.J.S.A. 40:55D-70c).

Variance, use shall mean relief ~~a waiver~~ from the literal application of any of the standards of Article VI of this chapter, governing permitted land uses and as specified in the Municipal Land Use Law (N.J.S.A. 40:55D-70d).

Vehicle, motor shall mean any device in, upon or by which a person or property is or may be transported upon a highway, excepting devices moved by human power or used exclusively upon stationary rails or tracks, or motorized bicycles.

Vehicle, recreational shall mean vehicular type, portable structures which can be towed, hauled or driven, primarily designed as temporary living accommodations for recreational, camping and travel use and including travel trailers, truck campers, camping trailers and self-powered motor homes.

Vehicular sale area shall mean an open area, other than a right-of-way or public parking area, used for display, sale or rental of new or used vehicles in operable condition and where no repair work is done.

Warehouse shall mean an establishment in which the principal use is long or short term storage and which is inaccessible to the public during normal business hours for the purpose of purchasing merchandise.

Yard shall mean the exterior open area between the wall of a building or structure and a lot line.

Yard, aggregate side shall mean the sum of the two (2) side yards of a building or structure.

Yard, front shall mean the exterior open area extending the full width of the lot between the street line and the nearest front wall of a building or structure.

Yard, rear shall mean the exterior open area extending the full width of the lot area between the nearest rear wall of a principal building or structure and the rear lot line.

Yard, side shall mean the exterior open area between the side lot line and the side wall of a

building or structure and extending from the front yard to the rear yard.

Zoning Board of Adjustment shall mean the Asbury Park Zoning Board of Adjustment.

Zoning boundary shall mean the dividing line between one (1) zoning district and another.

Zoning district shall mean a contiguous area delineated on the duly adopted and revised Zoning Plan Map which is attached to and made a part hereof, where land uses and development are regulated as specified in this chapter.

Zoning permit shall mean a document signed by the Zoning Officer or Zoning Inspector which is required by this chapter, as a condition precedent to the commencement of a use or the erection, construction, reconstruction, alteration, conversion, or installation of a structure or building; and which acknowledges that such use, structure or building complies with the provisions of this chapter or variance therefrom.

Draft Community Design Standards Update for Asbury Park

Replace/Add the following text:

~~30-64 Reserved: Community Design Regulations~~

30-64.1 Purposes.

Pursuant to the Municipal Land Use Law, N.J.S.A. 40:55D-65i, this section is intended to preserve and protect the character of residential neighborhoods and commercial districts in the City in a manner consistent with their architectural history as set forth in the Historic Preservation Element of the Asbury Park Master Plan (1990) and the ~~Land Use Plan Element of the~~ Asbury Park Master Plan (2017). The standards contained herein are designed to provide for new development ~~on vacant lots~~ and additions to existing structures that are consistent and complimentary to original homes and buildings. This section is also intended to provide design standards for non-residential and mixed-use development in low density residential neighborhoods so as to preserve and enhance ~~property values for the public welfare~~ the built environment.

30-64.2 Applicability.

The standards of this section shall apply to all residential historic districts, now or hereafter designated, and to all R1, R2, ~~R1A~~ R3 and ~~B PO~~ zones, as shown on the Official Zoning Map, as amended.

30-64.3 Rehabilitation.

No porch or other architectural feature such as cornices, columns, dormer windows, railings, doors, etc., required under this section and present on an existing building in a historic district on the effective date of this section shall be removed unless it is replaced with same, if element is architecturally accurate, or replaced with construction to be in character with the building and historic district in which it is located and is replaced in accordance with the standards set forth herein. The architectural elements to be included will be based upon the building's style and structures of similar use already existing within the block fronts on either side of the street within which the site of the proposed construction is located. ~~Primary entrance doors cannot be relocated to face side yard.~~ Existing historic buildings shall retain their distinguishing features as part of any renovation or building additions.

30-64.4 New Construction.

In addition to the standards for height, bulk and yards set forth in Section 30-67, the following standards shall be met:

- a. *Building Height.* A new building to be constructed within a designated district as described in this section must have two (2) stories, unless more than fifty (50%) percent of the existing homes on the same block and facing the same street have less than two (2) stories.

b. *Massing.* A new building to be constructed ~~on a vacant lot~~ within a designated district as described in this section must include a variety of structural or ornamental indentations and/or projections consistent with those present on at least fifty (50%) percent of the existing homes on the same block and facing the same street. At minimum, an open front porch, constructed of wood and with railings and trim consistent with other homes in the immediate neighborhood, shall be provided unless more than fifty (50%) percent of the existing homes on the same block and facing the same street have no front porch. Other examples of applicable recessed or projecting features include dormers, bay windows, turrets, recessed entrances, chimneys, etc. All porch and deck railings shall be thirty-six (36) inches in height or as otherwise required under the Uniform Construction Code (N.J.A.C. 5:23, et seq.) and shall include either square, cylindrical or lathed balusters spaced two (2) to four (4) inches apart (see illustration), or decorative railings made of wrought iron or other style and material compatible with Victorian Period architecture.

c. *Roof Treatments.* A new building to be constructed ~~on a vacant lot~~ within a designated district as described in this section must be designed with at least one (1) roof type present on two (2) or more homes within the same block and facing the same street. In the event that two (2) or more adjoining lots become vacant within a block front, the home constructed on any individual lot must include a roof consistent with one (1) or more of the following: Gambrel, High or acute angle Gable, Mansard, or Hip. These roof types are illustrated below.

d. *Ornamentation.* A new building to be constructed ~~on a vacant lot~~ within a designated district as described in this section must be designed with at least one (1) type of ornamentation present on two (2) or more homes within the same block and facing the same street. In the event that two (2) or more adjoining lots become vacant within a block front, the home constructed on any individual lot must include ornamentation consistent with one (1) or more of the following: Palladian window or equivalent; cornices or sashes; small paned windows; door openings with fan and side windows; polygonal or cylindrical towers; stained glass windows; lathed balusters; etc. These examples are illustrated below.

e. *Materials.* A new building to be constructed ~~on a vacant lot~~ within a designated district as described in this section must be designed with at least one (1) type of building material used for siding and roofing present on two (2) or more homes within the same block and facing the same street. In the event that two (2) or more adjoining lots become vacant within a block front, the home constructed on any individual lot must include a siding or roofing material consistent with one (1) or more of the following: clapboard or cedar shingle siding or equivalent; shingle roof - including slate shingles, if feasible; standing seam metal roofs; brick or stucco facades, etc. Some of these examples are illustrated in the composite illustration above.

f. *Orientation.* A building to be constructed within a designated district as described in this section must have the primary façade and front entrance of the principal structure facing the public sidewalk and street. Front/primary entrance doors are not permitted facing side yards. No blank walls shall face a street. Garage doors/openings are prohibited from facing the street unless located behind the rear building wall of the residence. The façade of an attached garage shall be offset behind the front building wall of the residence at least five (5) feet. ~~Doors. A building to be constructed on a vacant lot within a designated district as described in this section must have the primary façade and front entrance of the principal structure facing the public sidewalk and street. Front/primary entrance doors are not permitted facing side yards.~~

30-64.5 Additions to Existing Homes.

In addition to the standards for height, bulk and yards set forth in Section 30-67, the following standards shall be met:

a. *One Story Design of Additions.* An addition to an existing home within a designated district that is proposed at one (1) story in height shall be limited to the side or rear yard and should use common or visually related materials with to those comprising the existing principal building the main house. Rooflines may be extended from the eaves of the second story roof or may incorporate a new compatible roof based on this section. The pitch of new roofs may vary from the pitch of existing roofs. The same standards for ornamentation for new construction shall be applied to additions to existing buildings. The architecture of any new addition shall be compatible with the architecture and overall composition of building elements exhibited in the existing principal building. Safety railings for new decks and porches shall conform with subsection 30-64.4b.

b. *Two Story Additions.* An addition to an existing home within a designated district that is proposed at two (2) stories in height shall be limited to the side or rear yard and should use common materials with the main house. Rooflines may be extended from the existing house or may incorporate a new compatible roof based on this section. The same standards for ornamentation shall be applied to two (2) story additions as are applied to new construction. Safety railings for new decks and porches shall conform with subsection 30-64.4b.

30-64.6 Undeveloped Lots.

Any building to be constructed on any vacant lot shall include design features typical of the ~~election~~ district neighborhood or zoning district in which the property is situated. Such design features shall include the height of the building, its massing, roof treatment, ornamentation and building materials. The Zoning ~~Enforcement~~ Officer shall review applications for the development of residences on vacant properties to determine whether the provisions of Section 30-64.9 are satisfied. ~~The Zoning Enforcement Officer may refer such applications to the Planning Board.~~

30-64.7 Commercial and Mixed Use Buildings.

Commercial and mixed use buildings are required to be oriented to the primary street on which they have frontage and designed to incorporate building scale and massing that is compatible with a walkable environment. This includes a building's height, setback, façade composition, fenestration and materials. Such features should be compatible with and complement the historic architectural styles prevalent in the City's business districts and create a visually appealing streetscape.

Draft Zoning Amendments for Asbury Park

Replace/Add the following new text:

30-65 PURPOSE AND INTENT.

a. The purpose of this article is to provide precise and detailed standards by which to guide the type and intensity of development in the City. It is intended to facilitate controlled growth and redevelopment in accordance with the Master Plan; including the Waterfront Redevelopment Plan and any other Master Plan amendments or revisions hereafter adopted.

b. This Zoning Article shall be termed permissive in structure. After the effective date of this article no use or structure shall be permitted in the City which is not listed as a permitted, accessory, or conditional use, or unless permitted by action of the Zoning Board of Adjustment.

(2000 Code § 30-65)

30-66 ZONE DISTRICTS.

30-66.1 Designation of Zoning Districts.

For the purpose of this chapter, the City is hereby divided into districts or zones, to be designated as follows:

R1 Single Family Residential

~~R1A Single Family Attached Residential~~

R2 One and Two to Four Family Residential

R3 ~~Medium Density~~ Multifamily Residential

~~B1 Downtown Retail District~~

~~B2 Business Main Street Retail Sales and Service~~

~~NC Neighborhood Commercial~~

L-I Light Industrial

~~PO Professional Office~~

P1 Parks

P2 Schools ~~Municipal Property~~

~~P4 Schools~~

Deal Lake Drive Inclusionary Housing District

WRA Waterfront Redevelopment Area

MSRA Main Street Redevelopment Area

CBD Central Business District Redevelopment Area

STAR S.T.A.R.S. Redevelopment Area

SAR Springwood Avenue Redevelopment Area

WARA Washington Avenue Redevelopment Area

Scattered Site Redevelopment Program Phase 1A

1001 First Avenue Redevelopment Area (2000 Code § 30•66.1)

30-66.2 Zoning Map.

The location and boundaries of the above districts are hereby established on the Zoning Map of the City, which is adopted by and made a part of this Chapter. The map or maps and all notations, references and designations shown thereon shall be a part of this Chapter as if the same were all fully described and set forth herein. The map shall also be the Official Map of the City pursuant to N.J.S.A. 40:55D-32. (The Zoning Map can be found in the City offices.) (2000 Code § 30• 66.2)

30-66.2A — Zoning Map Amendments.

a. ~~S.T.A.R.S. Redevelopment Zone and Waterfront Redevelopment Zone.~~

1. ~~The City Engineers, T&M Associates, have updated the City Zoning Map to add the S.T.A.R.S. Redevelopment Zone and the Waterfront Redevelopment Area boundaries.~~

2. ~~The areas that were added were based upon the S.T.A.R.S. Redevelopment Area Ordinance 2548, which was certified on July 6, 2000, and the Waterfront Redevelopment Area Ordinance No. 2607, certified June 6, 2002.~~

3. ~~The specific changes to the Zoning Map are as follows:~~

(a) ~~The S.T.A.R.S. Area boundary has been added and the new Neighborhood Commercial (NC) S.T.A.R.S. District along with the Residential Redevelopment (RR) District have been shown.~~

~~No separate designation has been provided for the S.T.A.R.S. Neighborhood Commercial Area (NC) Zone, other than a distinct color differentiation from the existing NC Zone, which exists throughout the City.~~

(b) ~~The Waterfront Redevelopment Area boundary has been added and there has been a differentiation of the Renovation Infill Overlay Zone from the Prime Renewal Area. The Prime Renewal Area is shown as the "WRA" Zone and now fully encompasses the entire existing Prime Renewal Area and the P1 and P2 Properties which were previously designated on the Zoning Map in the Prime Renewal Area. The southern half of Block 141 (Lots 1 to 5), fronting on Sewall Avenue, between Grand Avenue and Heck Street, is now part of the Professional Office (R2PO) Zone.~~

~~The Zoning Map is added, as amended above and annexed hereto and made a part hereof, to subsection 30-66.2 and shall replace the prior Zoning Map in said subsection. (The Zoning Map can be found in the City offices.) (Ord. No. 2638)~~

30-66.3 Designation of District Boundaries.

a. Unless otherwise noted, the district boundary lines are intended generally to follow the center lines of streets; the center lines of railroad rights-of-way; existing lot lines; the center lines of rivers, streams and other waterways; and Municipal boundary lines. However, where a district boundary line does not follow such a line, its position shall be shown on the Zoning Map by a specific dimension expressing its distance in feet from a street line or other boundary line as indicated.

b. In the event a district boundary line divides one (1) or more lots, the zoning regulations of the zoning district which has the larger portion of the lot area shall apply. If the portions of the lot in each zoning district are equal, the zoning regulations of the least intense permitted uses shall apply. ~~then the zone boundary line shall be considered the lot limit for computing all area, bulk, yard, buffer and any other dimension requirements specified in this article, unless a zone district boundary line falls within twenty (20) feet of a lot line existing at the time of passage of this chapter, then the lot line shall be considered the zone boundary line.~~

c. In cases of uncertainty or disagreement as to the true location of any district boundaryline, the determination shall be made by the Board of Adjustment. (2000 Code § 30•66.3)

30-67 SCHEDULE OF ZONE DISTRICT AREA, YARD AND BUILDING REQUIREMENTS.

The Schedule of Area, Yard and Building Requirements is contained in Schedule 1. (2000 Code § 30•67)

SCHEDULE 1: SCHEDULE OF HEIGHT, YARD AND BULK REQUIREMENTS—COMMERCIAL
City of Asbury Park (Section 30-67)

Zone	Lot Size	Lot Width	Front Yard	Side Yard	Agg. Side	Rear Yard	Height	Bldg. Cov.	Imp. Cov.	Density	FAR
R1	5,000 sq. ft.	50 ft.	25 ft. ¹	6 ft.	14 ft.	25 ft.	2.5 st. 30 ft.	30%	65%	N/A	N/A
R2	2,500 sf./unit	50 ft.	25 ft. ¹	6 ft.	14 ft.	25 ft.	2.5 st. 30 ft.	30%	65 %	17 D.U./Ac.	N/A
R3 1-2 Fam Multi	Same as R1 10,000 s.f	Same as R1 100 ft.	30 ft. ¹	Same as R1 20% of Lot Width	Same as R1 40% Lot Width	30 ft.	Same as R1 5 st. 60 ft.	30%	65% 65%	N/A 50 D.U./Ac.	N/A 1.5
B	Vacant parcels: 5,000 sf All others: existing lot area	Vacant parcels: 5,000 sf All others: existing lot width	Memorial Dr.: Min 10 ft; Max 25 ft All other streets: Min. 0 ft; Max. 10 ft	Adjacent to non-residential district or use: none Adjacent to residential district or use: floors 1-3 = 5 ft. floor 4 = 15 ft. floor 5 = 25 ft.	N/A	10 ft	4 stories. 50 ft	80%	80%	40 du/ac	2.5
LI	10,000 s.f.	75 ft.	10 ft.max.	5 ft.	10 ft.	20 ft.	3 st. 40 ft.	80%	90%	N/A	1

¹ The minimum required front yard setback shall be the prevailing setback of principal structures along the same block frontage and facing the same street. Refer to §30-15 Definitions.

Commercial Uses Part 1

ZONE	Min. Lot Size	Min. Lot Width	Min. Side Yd.	Min. Agg. Side	Min. Front Yd.
B1	None	None	None or 5' to abutting bldg.	--	None
B2	None	None	Same as B1	--	10 ft.
NC	5,000 s.f.	50 ft.	Same as B1	--	10 ft. min.
PO	5,000 s.f.	50 ft.	Same as R1	Same as R1	Same as R1
L1	None	None	Same as B1	--	10 ft.
WRA	PURSUANT TO WATERFRONT REDEVELOPMENT PLAN				

Commercial Uses Part 2

ZONE	Min. Rear Yd.	Max. Density	Max. FAR	Min. OSR	Max. Bldg. Cov.	Max. Height	Height/Acc. Bldg.
B1	10% Lot Depth- ±	--	2.5	--	90% above 1st- St.	6 st. 75 ft.	Same as Princ. Struc.
B2	Same as B1	--	1	--	Same as B1	3 st. 40 ft.	Same as Princ. Struc.
NC	30 ft.	--	0.75	--	50%/80% w. Parking	3 st. 30 ft.	Same as Princ. Struc.
PO	Same as R1	--	0.75	--	35%/50% w. Parking	3 st. 30 ft.	Same as Princ. Struc.
L1	Same as B1	--	2.5	--	Same as B1	3 st. 40 ft.	Same as Princ. Struc.
WRA	PURSUANT TO WATERFRONT REDEVELOPMENT PLAN						

*Notes can be found at the end of the Schedule.

SCHEDULE 1: SCHEDULE OF HEIGHT, YARD AND BULK REQUIREMENTS — RESIDENTIAL
City of Asbury Park (Section 30-67)

Residential Uses Part 1

ZONE	Min. Lot Size	Min. Lot Width	Min. Side Yd.	Min. Agg. Side	Min. Front Yd.
R1	5000 sq. ft.	50 ft.	6 ft.	14 ft.	25 ft.
R1A	5000:22000 T.H.	50:20 T.H.(a)	6:0-10 T.H.	14:0-10 T.H.	25 ft.
R2	2500 s.f./unit	50 ft.	6	14	25 ft.
R3	10000 s.f.	50:100 Multi.	6:Multi. 20% Lot Width	14:Multi. 40% Lot Width	30 ft.
PO	2500 s.f./unit	50 ft.	Same as R2	Same as R2	Same as R2
NC	Same as R2	Same as R2	Same as R2	Same as R2	Same as R2
WRA	PURSUANT TO WATERFRONT REDEVELOPMENT PLAN				

Residential Uses Part 2

ZONE	Min.-Rear Yd.	Max. Density	Max. FAR	Min. OSR	Max. Bldg. Cov.	Max. Height	Height/Acc. Bldg.
R1	25 ft.	8 D.U./Ae.	0.5	—	25%	2.5 st. 30 ft.	15 ft.
R1A	25 ft.	10 D.U./Ae.	0.5	0.35-T.H.	25% max. T.H.	3 st. 30 ft.	15 ft.
R2	25 ft.	17 D.U./Ae.	0.5	—	25%	2.5 st. 30 ft.	15 ft.
R3	30 ft.	50 D.U./Ae.	0.5	0.3	25%/35% Multi.	5 st. 60 ft.	15 ft.
PO	Same as R2	Same as R2	Same as R2	—	35%	3 st. 30 ft.	15 ft.
NC	Same as R2	17 D.U./Ae.	0.75	0	35%	3 st. 40 ft.	Same as Princ. Struc.
WRA	PURSUANT TO WATERFRONT REDEVELOPMENT PLAN						

*Notes can be found at the end of the Schedule.

NOTES: SCHEDULE 1 — Height, Yard and Bulk Requirements.

- (a) Minimum tract area for townhouse developments is twenty thousand (20,000) square feet and minimum tract frontage is one hundred (100) feet (See subsection 30-73.5, "Townhouse Developments"). Developments using three (3) or more attached "townhouse" style dwelling units and where the entire development is in a condominium form of ownership shall be considered multi-family residential uses and shall conform to the requirements of the zones in which they are located.
- (b) All residential dwelling units in a Commercial Zone shall be located on the second floor or above. Setback pertains to the portion of the building used for residential purposes in whole or in part.
- (c) The open space requirement in the Residential and B1 Zones may be met through provision of interior recreation areas, balconies and rooftop terraces.
- (d) Minimum lot sizes, lot widths and yard requirements apply to multi-family residential developments with densities equal to or less than the maximum permitted in the zone. A lot that has lot area or lot width less than the minimum permitted in the zone shall be developed in accordance with all requirements of a less dense residential zone containing minimum lot size and width requirements to which it conforms. One-family dwellings are permitted according to the requirements of the R1 Zoning districts and two-family uses may be developed according to R2 Zone requirements.
- (e) Front yards shall be appropriately landscaped with trees and shrubs. Landscape treatment subject to the approval of the Planning Board.

30-68 SUPPLEMENTARY ZONE DISTRICT REGULATIONS.

30-68.1 General.

- a. No building or structure shall be erected and no existing building or structure shall be moved, altered, added to or enlarged, nor shall any land or building be designed, used, or intended to be used for any purpose or in any manner other than as specified among the uses listed as permitted, accessory or conditional in the district in which such building or land is located.
- b. No building or structure shall be erected, reconstructed or structurally altered to exceed in height the limit designated for the district in which such building or structure is located.
- c. No building or structure shall be erected, no existing buildings or structures shall be altered, enlarged or rebuilt, nor shall any open space surrounding any building be encroached upon or reduced in any manner, except in conformity to the yard, lot area and building location regulations hereinafter designated for the district in which such building or open space is located. No yard or other open space

provided for any building for the purpose of complying with the provisions of this article shall be considered as providing a yard or other open space for any other building on any other lot.

d. No land in a residential zone shall be used to fulfill open space, minimum area, minimum yard and setback requirements, parking or other similar requirements for uses in nonresidential zones.

e. The area or dimension of any lot, yard, parking area or other space shall not be reduced to less than the minimum required by this article; and if already less than the minimum required by this chapter, the area or dimension shall not be further reduced.

f. The maximum floor area ratio specified in this article shall not be exceeded, or, if already more than the maximum, shall not be further increased. The minimum open space ratio specified in this article shall be maintained, or, if already less than the minimum, shall not be further reduced.

g. Sexually oriented businesses are prohibited within all zoning districts.

30-68.2 Lot Regulations.

a. Nonconforming Lot. Notwithstanding any other provisions of this Article, any existing nonconforming lot in the R1, ~~R1A~~, R2 and R3 Zones which is not adjacent to any other lot under the same ownership and which is nonconforming due to width or area may be improved with a new building or structure in accordance with the requirements of this article, provided that:

1. The minimum setbacks and other requirements shall be as specified in Schedule 1 except as noted below.
2. Required side street setbacks on corner lots may be reduced one (1) foot for each three (3) feet the lot is under the minimum width required in the zone district but shall not be reduced below one-half (1/2) the minimum required setback.
3. In no case shall a detached residential structure be less than twenty (20) feet in length or width.

b. Lot Width. On regularly shaped lots, the minimum lot width of any lot shall be measured at the front property line and required front yard setback line as required for the zone in which it is located and shall be maintained for a distance of not less than forty (40) feet to the rear of the required front yard setback line. Where lots front on cul-de-sacs or curved streets, the minimum lot width may be sixty-five (65%) percent of the required minimum or fifty (50) feet, whichever is greater, measured on the arc of the right-of-way line.

c. Corner Lots. Corner lots shall have two front yards, one rear yard and one side yard. The required front yard shall be maintained on both streets except as otherwise permitted in this article.

d. Through Lots. A through lot in a residence zone shall be considered as having two (2) street frontages, both of which shall be subject to the front yard requirements of this article. Where a lot is bounded on three (3) or more sides by roads, the side opposite the front yard shall be considered the rear yard and the minimum rear yard setback shall be maintained. The remaining frontage shall be considered side yard but the front yard setback shall be maintained for the side street.

e. Frontage Upon a Street. Every principal building shall be built upon a lot with the minimum required frontage upon an approved street which shall be improved in accordance with the street standards established by the City.

f. Number of Buildings Restricted. There shall not be more than one (1) principal structure on each lot in the R1 through R3 districts.

g. For the purposes of this section, the "front yard" or "front yard setback" shall mean the "minimum front yard" specified in Section 30-67. When the prevailing setback of existing buildings along a block front is less than the setback required in Section 30-67, the prevailing setback may be applied as the "front yard setback" for a new building along the same block front, provided that such setback shall not be less than ten (10) feet.

30-68.3 Height Regulations.

a. General Application. No building or structure shall have a greater number of stories or greater height than permitted in the zone where such building or structure is located.

b. Permitted Exceptions:

1. Height limitations stipulated elsewhere in this chapter shall not apply to the following when attached to a principal structure: spires; belfries; cupolas and domes; monuments; chimneys; flagpoles; fire towers; tanks; water towers and standpipes; radio and satellite dish antennas when attached to nonresidential principal buildings. Freestanding structures that are not principal buildings shall be considered accessory structures and shall meet the height requirements set forth in Schedule 1 except as otherwise specified in the Land Development Regulations.

2. Mechanical appurtenances such as condensers, elevator penthouses, exhaust fans, air-conditioning equipment and other similar equipment are exempt from height restrictions, provided they do not extend more than twelve (12) feet above the maximum height limitations, cover no more than twenty (20%) percent of the roof area, and are properly shielded by a parapet wall.

3. In the B1, ~~B2~~ and LI Zone Districts, penthouses are exempt from height restrictions provided they cover not more than twenty (20%) percent of the main roof area, are not more than twelve (12) feet, 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.

c. Accessory Structures:

1. In all commercial and industrial districts, the height of accessory structures shall be limited to the height of the principal structure.

2. In all residential districts, the height of accessory structures shall not exceed 15 feet.

30-68.4 Yard Regulations.

a. Required yards shall be open to the sky and unobstructed, except that parapets, windowsills, door posts, rainwater leaders and similar ornamental or structural fixtures may project up to one (1) foot into such yards.

b. Cornices, eaves, bay windows and chimneys may project up to two (2) feet into any minimum required front, side or rear yard as set forth in Schedule 1.

c. Uncovered steps only may project up to five (5) feet into a required front or rear yard unless they are a structural component of a porch as defined in Section 30-15.

d. Room air-conditioning equipment, barbecues or patios or fire escapes may be located within any side or rear yard but shall not be less than five (5) feet from any property line.

e. Where any lot abuts a street right-of-way which is proposed to be widened as indicated on the Asbury Park Master Plan or Waterfront Redevelopment Plan, or Master Plan of Monmouth County, or by the State of New Jersey, setbacks and height restriction areas shall be measured from such proposed right-of-way. (2000 Code § 30-68.4)

30-69 Reserved ~~COMMUNITY DESIGN REGULATIONS~~

30-70 USE REGULATIONS - RESIDENTIAL DISTRICTS.

30-70.1 ~~Principal Permitted and Conditional Uses.~~ Reserved

30-70.2 ~~Accessory Uses.~~ Reserved

30-70.3 (R1) - Single Family Residential Zone.

a. Permitted Principal Uses.

1. ~~Detached single family homes on individual lots of at least fifty (50) feet in width and five thousand (5,000) square feet.~~
2. Essential municipal services facilities.

b. Permitted Accessory Uses.

1. ~~Garages for the storage of motor vehicles or noncommercial property.~~
2. Personal recreational facilities such as swimming pools, basketball hoops, etc., subject to the requirements of this chapter.
3. Driveways for the parking of personal vehicles, subject to the provisions of this chapter.
4. Any other structure which is clearly incidental to the principal residential use of the premises.
5. Minor home occupations.

c. Permitted Conditional Uses. Pursuant to subsection 30-76.3 of this chapter:

1. Major home occupations.
2. Houses of worship.

d. Off-Street Parking Requirements.

1. Two (2) parking spaces shall be provided for any newly constructed or converted single family dwelling.

Requirement may be met through provision of an enclosed garage and driveway of at least twenty (20) feet in length between the property line and garage. (2000 Code § 30-70.3)

30-70.4 ~~Reserved~~ (R1A) - Attached Single Family Residential Zone.

a. ~~Permitted Principal Uses.~~

1. ~~Detached single family homes on individual lots of at least fifty (50) feet in width and five thousand (5,000) square feet.~~
2. ~~Essential municipal services/facilities.~~

b. ~~Permitted Accessory Uses.~~

1. ~~Garages for the storage of motor vehicles or noncommercial property.~~
2. ~~Personal recreational facilities such as swimming pools, basketball hoops, etc., subject to the requirements of this chapter.~~
3. ~~Driveways for the parking of personal vehicles, subject to the provisions of this chapter.~~
4. ~~Any other structure which is clearly incidental to the principal~~

~~residential use of the premises. 5. Minor home occupations.~~

~~c. Permitted Conditional Uses. Pursuant to subsection 30-76.3 of this chapter:~~

- ~~1. Major home occupations.~~
- ~~2. Funeral homes and houses of worship.~~
- ~~3. Attached single family residential developments of tracts of at least twenty-two thousand (22,000) square feet and a maximum residential density of ten (10) dwelling units per acre.~~

30-70.5 (R2) – One and Two to Four Family Residential Zone.

a. Permitted Principal Uses.

1. Detached single family ~~dwelling~~ homes on individual lots of at least fifty (50) feet in width and five thousand (5,000) square feet.
2. Two-family, ~~three-family, or four-family~~ dwellings within one (1) principal structure on a lot of not less than two thousand five hundred (2,500) square feet per dwelling unit.
3. Essential municipal services facilities.

b. Permitted Accessory Uses.

1. Garages ~~for the storage of motor vehicles or noncommercial property.~~
2. Personal recreational facilities such as swimming pools, basketball hoops, etc., subject to the requirements of this chapter.
3. Driveways for the parking of personal vehicles, subject to the provisions of this chapter.
4. Any other structure which is clearly incidental to the principal residential use of the premises.
5. Off-street parking facilities as required by this chapter and used exclusively by the occupants of a permitted residential use.
6. Minor home occupations.

c. Permitted Conditional Uses. Pursuant to subsection 30-76.3 of this chapter:

1. Major home occupations.
2. Funeral homes and houses of worship.
- ~~3. Rooming and boarding houses.~~

d. Off-Street Parking Requirements.

1. Single family dwellings: Pursuant to subsection 30-70.3 of this chapter.
2. Two-family dwellings: Three (3) off-street parking spaces. Parking spaces within enclosed garages may be counted towards the parking requirement provided that not more than one (1) driveway parking space is located behind any one (1) garage space.
- ~~3. Three- to four-family dwellings: One and one-half (1 1/2) parking spaces per dwelling unit.~~

30-70.6 (R3) - ~~Medium Density~~ Multifamily Residential Zone.

a. Permitted Principal Uses.

1. Detached single family ~~dwelling~~homes on individual lots of at least fifty (50) feet in width and five thousand (5,000) square feet.
2. Two-family, ~~three-family, or four-family~~ dwellings within one (1) principal structure on a lot of ~~not less than two thousand five hundred (2,500) square feet per dwelling unit.~~
3. ~~Low-rise~~ Multifamily residential dwellings on a tract of at least ten thousand (10,000) square feet at a maximum residential density of fifty (50) dwelling units per acre and a floor area ratio of 2.0. For the purposes of this chapter, low rise shall mean three (3) or more units arranged to provide individual access from ground level and no hallways common to more than two (2) units. Such arrangements may include townhouse style units in clusters of not more than four (4) units per building and may include condominium or cooperative forms of ownership.
4. Essential municipal services/facilities.

b. Permitted Accessory Uses.

1. Garages for the storage of motor vehicles or noncommercial property.
2. Personal recreational facilities such as swimming pools, basketball hoops, etc., subject to the requirements of this chapter.
3. Driveways for the parking of personal vehicles, subject to the provisions of this chapter.
4. Any other structure which is clearly incidental to the principal residential use of the premises.
5. ~~Off street parking facilities as required by this chapter and used exclusively by the occupants of a permitted residential use.~~
6. Minor home occupations.

c. Permitted Conditional Uses. Pursuant to subsection 30-76.3 of this chapter:

1. Major home occupations.
2. Funeral homes and houses of worship.
3. ~~Attached single-family residential~~ Townhouse developments of tracts of at least twenty-two thousand (22,000) square feet and a maximum residential density of ten (10) dwelling units per acre.
4. ~~Child care centers~~ Mid-rise multifamily residential buildings on tracts of twenty thousand (20,000) square feet or greater and a maximum height of five (5) stories and sixty (60) feet with common hallways accessible to not more than five (5) dwelling units per hallway and a maximum residential density of fifty (50) dwelling units per acre at a floor area ratio of 2.0.

5. Residential Health Care Facility.

d. Off-Street Parking Requirements.

1. Single-family dwellings: Pursuant to subsection 30-70.3 of this chapter.
2. Two-family dwellings: Three (3) off-street parking spaces. Parking spaces within

enclosed garages may be counted towards the parking requirement provided that not more than one (1) driveway parking space is located behind any one (1) garage space.

3. Three- to four-family dwellings: One and one-half (1 1/2) parking spaces per dwelling unit.

4. Multi-family dwellings:

Zero to one bedroom apartment One (1) parking space

Two or more bedroom apartment Two (2) parking spaces (2000 Code § 30•70.6)

30-70.7 Deal Lake Drive Inclusionary Housing Overlay District

- a. Purpose: The following provides for alternative zoning via overlay zoning that is applicable when five or more new units are created.
- b. Permitted Principal Uses
 1. Multi-family dwellings with a 20% set-aside of low and moderate income housing.
- c. Permitted Accessory Uses
 1. Accessory buildings
 2. Private recreational facilities and common open space
 3. Off-street parking facilities, including garages and/or structured parking
 4. Minor home occupations
 5. Uses which are customary and incidental to the principal use
- d. Permitted Conditional Use.
 1. None
- e. Off-Street Parking Requirements
 1. Parking shall be provided pursuant to Section 30-59.5 with the exception that parking shall not be required for low, moderate and middle income units.
- f. Affordable Housing Requirement
 1. Additional density of five (5) units per acre shall be provided where 8% or more new residential units are reserved for middle income housing and where 20% or more of new residential units are reserved for low- and moderate-income housing. The set aside requirement for low- and moderate-income housing units shall be required whenever five (5) or more new residential units are created, even if middle income units are provided.
 2. Affordable housing units shall comply with the City's affordable housing regulations and the Uniform Housing Affordability Control Rules (N.J.A.C. 5:80-26.1), which shall control in the case of any conflicts with this ordinance, provided that a minimum of 13 percent of the total low and moderate-income units shall be affordable to very low income households (i.e. 30% or less of median income).
- g. Bulk Standards and Site Design
 1. Minimum Lot Size: Lot size existing as of the effective date of this Ordinance

2. Minimum Lot Width: 20 feet
3. Minimum Front Yard: 30 feet
4. Maximum Front Yard 50 feet
5. Minimum Side Yard: 10 feet
6. Minimum Rear Yard: 30 feet
7. Maximum Density: 30 du/ac
8. Maximum Density: 60 du/ac
9. Maximum FAR: 1.7
10. Maximum Building Coverage: 50%
11. Maximum Lot Coverage: 80%
12. Maximum Principal Building Height: 8 stories 90 ft.
13. Maximum Accessory Building Height: 15 feet
14. Parking shall not be located between a building and a public street.
15. A planted buffer strip of not less than 5 feet in width or a solid fence in conjunction with a three foot wide planted buffer shall be provided along each side or rear property line that abuts a one (1) or two (2) family residence.

h. Building Design

1. 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.
2. Building materials and architectural details shall be consistent on all sides of each building.
3. Multiple principal buildings shall be permitted on a lot.
4. Maximum building length: 200 feet.
5. Any façade of a residential building shall not continue on the same plan for a linear distance of more than 75 feet. Minimum two-foot offsets shall be required at breaks in the façade plane.
6. Building facades shall be finished in wood, stone veneer, stucco, brick, fiber cement panel and/or cast stone. Metal shall be used only for minor accentuation of other elements of the façade.
7. 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.
8. Pedestrian friendly building design and on-site furnishings (outdoor tables, benches, bicycle racks, etc.) are required along Deal Lake Drive.
9. Roof Design
 - a) Roof shape, color, and texture shall be coordinated with the exterior materials of the

building's façade

- b) Roof design shall minimize the negative impact of roof protrusions by grouping plumbing vents, ducts, and other utility structures together
- c) 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 publicly accessible area, 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.

30-71 USE REGULATIONS - NONRESIDENTIAL DISTRICTS.

30-71.1 Reserved.

30-71.2 Accessory Uses.

Customary accessory uses such as signs (subject to Section 30-61) and parking facilities (subject to Section 30-59) are permitted in the B1, B2 and LI Zones. Storage trailers are specifically prohibited as accessory uses.

30-71.3 Reserved

30-71.4 Reserved.

30-71.5 (B)- Business District.

a. Permitted Uses:

1. Stores and shops for the conduct of a retail trade or services not specifically prohibited.
2. Personal services.
3. Take-out and sit-down restaurants.
4. Art galleries, art studios, museums, and theaters along Asbury Avenue.
5. Convenience stores.
6. Artist live/work studios.
7. Business, secretarial, and trade schools.
8. Gymnasiums, and health and fitness clubs.
9. Laundromats.
10. Dance studios, martial arts schools, and similar instructional schools.
11. Business and professional offices, bank, and fiduciary institutions.
12. Upper Story residences subject to subsection f. herein and §30-73.11.
13. Medical offices.
14. Arcades.
15. Automobile rental uses located along Memorial Drive only.

16. One- and two-family residences existing as of the date of this ordinance.
- b. Prohibited Uses:
1. Nursing homes.
 2. Licensed health care facilities.
 3. Soup kitchens and food pantries.
 4. Houses of worship and places of assembly.
 5. Social clubs.
 6. Retail sales and service establishments providing goods and repair services for vehicles.
 7. Used car sales.
 8. Motor vehicle repair garages.
 9. Motor vehicle body repair garages.
 10. Gas stations.
 11. Drive throughs.
 12. Sexually oriented land uses.
- c. Permitted Accessory Uses
1. Accessory buildings.
 2. Private recreational facilities and common open space.
 3. Off-street parking facilities, including garages and/or structured parking.
 4. Minor home occupations.
- d. Conditional Uses
1. Urgent care center
 2. Check cashing services, providing adequate interior space is provided for patron queuing.
 3. Off-street parking facilities, including garages and/or structured parking
 4. Minor home occupations
- e. Off-Street Parking Requirements:
1. For new development on vacant property: One (1) parking space per three hundred fifty (350) square feet of gross floor area, with the exception that floor area devoted to low, moderate- and middle-income housing units shall not require parking. Parking requirement may be met through lease of Municipal parking within one thousand (1,000) feet of the site.
- f. Affordable Housing Requirements
1. The creation of five (5) or more new residential units shall require a 20% set-aside of low- and moderate- income housing units.
 2. Additional density of five (5) units per acre shall be provided where 8% or more new

residential units are reserved for middle income housing and where 20% or more of new residential units are reserved for low- and moderate-income housing. The set aside requirement for low- and moderate-income housing units shall be required whenever five (5) or more new residential units are created, even if middle income units are provided.

3. Affordable housing units shall comply with the City's affordable housing regulations and the Uniform Housing Affordability Control Rules (N.J.A.C. 5:80-26.1), which shall control in the case of any conflicts with this ordinance, provided that a minimum of 13 percent of the total low and moderate-income units shall be affordable to very low income households (i.e. 30% or less of median income).

g. Site Design

1. Parking shall not be located between a building and a public street.
2. A planted buffer strip of not less than 10 feet in width or a solid fence in conjunction with a three foot wide planted buffer shall be provided along each side or rear property line that abuts a residence.

h. Building Design

1. First-floor facades containing nonresidential uses which are visible from a public street shall be expressed as building modules that do not exceed 40 feet in width so as to eliminate blank walls, create more interesting architecture, and facilitate small-scale commercial opportunities. Architectural elements including but not limited to piers, columns insets, projections or other vertical elements must be used to visually break up the plane of the first-floor façade.
2. Where facing a public street, nonresidential uses shall have a minimum of 60% of the ground floor façade between three (3) and 10 feet above grade and shall have 30% of the upper floor facades 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.
3. 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.
4. 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.
5. Multiple principal buildings shall be permitted on a lot.
6. Maximum building length: 100 feet
7. Building facades shall be finished in wood, stone veneer, stucco, brick, fiber cement panel and/or cast stone. Metal shall be used only for minor accentuation of other elements of the façade.
8. 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.
9. Pedestrian friendly building design and on-site furnishings (outdoor tables, benches, bicycle racks, etc.) are required along the public street.

10. Roof Design

- a. Roof shape, color, and texture shall be coordinated with the exterior materials of the building's façade
- b. Roof design shall minimize the negative impact of roof protrusions by grouping plumbing vents, ducts, and other utility structures together
- c. 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 publicly accessible area, 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.

30-71.6 (LI) - Light Industrial.

- a. Permitted Uses. Permitted Light Industrial uses include indoor manufacturing and assembly uses that do not emit smoke or fumes, or produce noise or vibrations that are detrimental to nearby residences, in addition to general business uses that do not provide retail sales or services. Permitted uses include as follows: All uses permitted in the B District plus the following uses: cabinet makers; furniture makers; glass and mirror cutters; machine shops; welders; manufacture, assembly or fabrication of tangible products that does not involve emission of smoke, fumes or dust and does not generate noise in excess of sixty (60) decibels beyond the property line; warehousing; wholesaling; repair shops, not to include motor vehicle repair.
 1. Business and professional offices
 2. Sound and video recording and rehearsal studios
 3. Art studios
 4. Cabinet and furniture makers
 5. Glass and mirror cutters
 6. Machine shops
 7. Welders
 8. Manufacture, assembly or fabrication
 9. Warehousing
 10. Wholesaling
 11. Scientific laboratory
 12. Commercial bakery and food manufacturing.
 13. Commercial laundry service.
- b. Reserved Prohibited Uses. Any residential uses; bars; nightclubs; used car wholesalers.
- c. Conditional Uses.
 1. Motor vehicle engine or body repair garages.

2. ~~Retail used car sales.~~

d. ~~Reserved Off Street Parking Requirements.~~

1. ~~For new development on vacant property:~~

a. ~~Warehousing: One (1) parking space per one thousand (1,000) square feet of gross floor area.~~

2. ~~All other uses: One (1) parking space per five hundred (500) square feet of gross floor area.~~

~~— Parking requirement may be met through lease of Municipal parking within one thousand (1,000) feet of the site.~~

30-71.7 ~~Reserved (PO) Professional Office.~~

a. ~~Permitted Uses.~~

~~1. Professional Offices. For the purposes of this chapter only, a professional office shall be any office used by one (1) or more persons licensed or certified by the State of New Jersey, or any professional society or association with recognized State and National affiliations, to provide a professional service to the public. Such professions shall specifically include licensed medical practitioners; chiropractors; psychologists; real estate practitioners; accountants; financial or insurance practitioners; legal practitioners; planning, design and engineering professionals; and travel consultants.~~

~~2. Residential uses pursuant to subsection 30-70.5 of this chapter.~~

~~b. Prohibited Uses. Any uses not listed as permitted or conditional uses in this chapter and any uses listed as prohibited uses in subsections 30-71.3 through 30-71.6 of this chapter.~~

c. ~~Conditional Uses.~~

~~1. Accessory apartments pursuant to subsection 30-76.3t of the Land Development Regulations.~~

d. ~~Off Street Parking Requirements.~~

~~1. — For new professional office development on vacant property: One (1) parking space per three hundred (300) square feet of gross floor area. Parking requirement may be met through lease of Municipal parking within five hundred (500) feet of this site. (2000 Code § 30-71.7)~~

30-71.8 (P1) - Parks and (P2) ~~Schools~~ Municipal Property.

a. Permitted Uses.

1. Uses permitted by Mayor and Council.

2. In all P1 Zoning Districts the land shall be used as public parks.

3. In all P2 Zoning Districts the land or buildings located thereon shall be used for school purposes.

b. Prohibited Uses. Any use not specifically authorized by Mayor and Council. (2000 Code § 30-71.8)

30-71.9 (WRA) - Waterfront Redevelopment Area.

a. Renovation Infill Area Overlay.

1. Conditional Uses. The following conditional uses may be permitted in the Renovation Infill Area of the Waterfront Redevelopment Area:

- a. Conditional Uses permitted by the underlying zone district regulations.
- b. Bed and Breakfast establishments ~~subject to the following conditions:~~
 - a. ~~A Bed and Breakfast establishment shall contain no more than six (6) guest bedrooms and shall accommodate no more than twelve (12) guests at any one time;~~
 - b. ~~The principal structure of a Bed and Breakfast establishment shall have not less than three hundred (300) square feet in principal rooms for the exclusive use of guests, including, but not limited to, parlors, dining rooms, libraries and solariums, but not including hallways;~~
 - c. ~~Cooking and smoking in guest rooms of Bed and Breakfast establishments is prohibited;~~
 - d. ~~Bed and Breakfast establishments shall provide a meal to the guests in the forenoon of each day, but shall not operate as a restaurant open to the general public;~~
 - e. ~~Bed and Breakfast establishments shall be renovated in a historically accurate manner consistent with Section 30-69;~~
 - f. ~~A Bed and Breakfast establishment is not a rooming house or boarding house as defined by N.J.S.A. 55:13B-3; and~~
 - g. ~~A Bed and Breakfast establishment shall have at least one (1) bathroom per square floor.~~

30-72 ~~Reserved PUBLIC LAND P1, P2 AND P4 DISTRICTS.~~

- a. ~~In all P1 Zoning Districts the land shall be used as public parks only.~~
- b. ~~In all P2 Zones the land or buildings located thereon shall be used for any purpose or use as may be determined by resolution of the Mayor and Council.~~
- c. ~~In all P4 Zones the land or buildings located thereon shall be used for school purposes only.~~

30-73 SUPPLEMENTAL USE REGULATIONS.

30-73.1 Buffers.

All properties used for commercial or industrial purposes shall provide a planted buffer strip of at least ten (10) feet in width on every side which abuts a use permitted in a residence zone. Treatment of the buffer strip must be subject to the approval of the Zoning Officer through issuance of a Zoning Permit. Existing commercial or industrial buildings or uses are exempt from the provisions of this section, except that if the footprint of such existing building or use is expanded or the off-street parking facilities are increased in size, the provisions of this section shall apply. (2000 Code § 30-73.1)

30-73.2 Arcades.

Establishments containing more than 20% of the publicly accessible floor area of the business for games ~~four (4) or more coin-operated amusements~~, including video games, pinball machines, jukeboxes, pool tables, or games of chance, shall be considered arcades and may be permitted in the B2 Zoning District only. ~~Three (3) or fewer coin-operated amusements may be permitted as an~~

~~accessory use in hotels, nightclubs, teen clubs, bars or other entertainment related uses in nonresidential zoning district, (as approved by the Zoning Officer).~~

a. Each establishment containing ~~coin-operated amusements~~ such games must obtain a mercantile license from the Mercantile Officer specifying the number and type of machines to be located in that establishment.

b. No establishment containing ~~one (1) or more coin-operated amusements~~ games shall be internally accessible from another establishment also containing ~~one (1) or more coin-operated amusements~~ games

c. All establishments containing ~~coin-operated~~ amusements available for use by minors shall provide proper adult supervision at all times. (2000 Code § 30•73.2)

30-73.3 Conversions.

(Reserved) (Deleted by Ord. No. 2777 § 5)

30-73.4 Reserved Dwelling Unit Size Requirements.

~~In accordance with Section 30-3, and with specific attention to paragraphs a, c, and q, all dwelling units hereafter erected, altered or converted, unless otherwise specified in this chapter must contain gross floor area no less than the following:~~

~~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~~

~~Senior Citizen Multi-family Uses.~~

~~Efficiency (Studio) — 350 square feet~~

~~One Bedroom — 600 square feet~~

~~Two Bedrooms — 750 square feet~~

~~Three Bedrooms — 900 square feet~~

~~b. Two-Family Uses. Each dwelling unit to be a minimum of nine hundred (900) square feet measured from the interior surfaces of the perimeter walls of the unit. Dwelling units with more than two (2) bedrooms shall conform to the minimum size requirements for "conventional" dwelling units specified in paragraph a above.~~

~~c. One (1) bedroom dwelling units shall contain a minimum of eight hundred (800) square feet and two (2) bedroom units shall contain a minimum of one thousand (1,000) square feet of living space measured from the perimeter of the interior walls of the dwelling unit.~~

30-73.5 Reserved Townhouse Developments.

Townhouse developments may be permitted through site plan approval of the Planning Board according to the following provisions:

~~a. — Tract Development:~~

~~1. Minimum Tract Area. Twenty thousand (20,000) square feet, except that tracts of seventeen thousand (17,000) square feet or more may be permitted where twenty (20%) percent or more~~

of the townhouses are made affordable to households with family income equal to eighty (80%) percent of regional family median income or less.

2.—Open Space. Not less than thirty-five (35%) percent of the total tract area shall be dedicated for green open space, either for recreation or some other suitable use, public or private, as approved by the Planning Board. For the purpose of this subsection, individual lots or portions thereof shall not be construed as open space.

3. Minimum Tract Frontage. One hundred (100) feet.

4. Development Density. Each dwelling unit shall be constructed on an individual lot, and there shall be a minimum of three thousand two hundred fifty (3,250) square feet of tract area per dwelling unit in R1A Zones. Development density in the R3 Zone shall not exceed sixteen (16) dwelling units per acre.

b.—Individual Lots.

1. Minimum Width. The required average width of all individual lots shall be not less than twenty (20) feet, and no individual lot shall have a width of less than eighteen (18) feet, the width to be measured at the actual building setback line for each individual lot. In developments where twenty (20%) percent or more of the townhouses are made affordable to households with family incomes of eighty (80%) percent of median income or less, the average width may be eighteen (18) feet and minimum width may be sixteen (16) feet.

2. Minimum Area. The required average area of all individual lots shall be not less than two thousand (2,000) square feet, and no individual lot shall have an area of less than one thousand eight hundred (1,800) square feet. In addition, for each individual lot with an area less than the required average, there shall be not less than one (1) individual lot with an area greater than the required average, and the deviation from the required average of the larger lot shall be at least equal to the deviation from the required average of the smaller lot. In developments where twenty (20%) percent or more of the townhouses are made affordable to households with family incomes of eighty (80%) percent of family median income or less, the required average lot area may be one thousand eight hundred (1,800) square feet and the required minimum lot size may be one thousand six hundred (1,600) square feet.

3.—Front and Rear Yards. The required average for front and rear yards on all individual lots shall be not less than twenty-five (25) feet, and no individual lot shall have a front or rear yard of less than twenty (20) feet, except that where the front or rear property line of an individual lot abuts open space as defined in paragraph a,2 above, and which open space shall have a minimum dimension of fifty (50) feet measured at right angles along the full length of the abutting property line, then the required average and minimum yard requirements set forth herein may be reduced by not more than ten (10) feet for the abutting yard.

4.—Side Yards. There shall be a single side yard of not less than ten (10) feet required only for each individual lot occupied by a semi-attached dwelling unit.

c.—Buildings.

1.—Design.

a. Each dwelling unit shall have not less than two (2) means of ingress and egress.

b. Each dwelling unit shall have not less than two (2) exposures.

- ~~c. There shall be no more than eight (8) dwelling units in any single group of dwelling units.~~
- ~~d. No living space shall be permitted above the second story.~~
- ~~e. No more than two (2) adjacent dwelling units may be constructed without providing a front wall setback of not less than four (4) feet.~~

~~2. Siting.~~

~~a. Each group of dwelling units shall set back not less than twenty-five (25) feet from all streets, roads or ways, whether public or private. New buildings shall not project closer to the street than the established setback, except where a prevailing setback has been established on improved lots within two hundred (200) feet of the subject lot. However, in no case need the setback from any public street exceed fifty (50) feet.~~

~~b. Each group of dwelling units shall set back not less than twenty-five (25) feet from a zone district boundary line except that where abutting an R3 Zone the setback may be reduced to ten (10) feet.~~

~~c. Each group of dwelling units within a tract shall have a setback not less than thirty (30) feet from any other group of dwelling units within the same tract and shall set back not less than fifteen (15) feet from the tract boundary line.~~

~~d. Garages.~~

~~1. Design. All garages shall conform architecturally to and be of similar materials as the principal building in the development.~~

~~2. Location. Garages may be built into townhouses or may be constructed on individual lots or on common areas, all subject to the approval of the Planning Board.~~

~~3. Private Garages. Garages constructed on individual lots under this article shall be subject to paragraphs d,1. and d,2. above and the following:~~

~~a. A garage need not set back from one (1) side line of an individual lot and may be attached to a garage on an adjacent individual lot.~~

~~b. No garage which is not attached to or part of a townhouse on the same individual lot shall be closer than twenty (20) feet to the townhouse.~~

~~4. Common garages shall meet the setback requirements for parking areas as set forth in Section 30-59, except that the rear walls of such garages may be situated as close as twenty-five (25) feet to a peripheral public street subject to any greater existing setbacks and approval by the Planning Board.~~

~~e. *Ownership of Common Areas.* Common areas of any tract utilized for a townhouse development which are not accepted by the City shall be deeded to a corporation, association, individual or individuals, or other legal entity consisting of a majority of the property owners within the development for their use, control, management and maintenance. Any agreement providing for such ownership shall be reviewed and approved by the City Attorney to ensure that adequate safeguards are included guaranteeing the continuance of the agreement in perpetuity and protecting the City from harm. In any event the agreement shall give the City the right to perform maintenance and assess the cost to the property owners in the event the property owners fail to maintain the property in accordance with the agreement. In a case where the common area is distributed as a planted buffer strip around the perimeter of the tract, each individual unit owner shall be responsible for maintaining that portion of the buffer strip which directly abuts the townhouse lot upon which their unit is located.~~

30-73.6 Trailers, Dumpsters and Refuse Containers.

Trailers, as defined in Section 30-15 of this chapter, shall not be permitted except as specified below:

- a. A trailer which is a customary accessory use incidental to a principally permitted residential use in a R1, ~~R1A~~, and R2 Zone.
- b. A trailer which is an accessory use to a manufacturing or warehouse use in the LI Zone.

c. Trailers, dumpsters and refuse containers, as defined in Section 30-15 of this chapter, used by contractors in conjunction with construction activity on a site may be located on said site until the completion of such construction activity, provided that any dumpster or refuse container must be removed from a construction site within ten (10) working days after a cessation of construction activity or upon the filling of the container to a point level with the top of the container. No final Certificate of Zoning Compliance shall be issued until all trailers, dumpsters and refuse storage containers are removed from the site of a completed construction or rehabilitation project. No contractor shall cause or allow a dumpster or refuse storage container to be used for general refuse and garbage disposal.

- d. Trailers used in conjunction with the activities or operations of a public agency.

e. ~~No trailers otherwise prohibited by this subsection shall be permitted by variance, except that the City Council may grant permission for the temporary use of a trailer for living or working quarters in special situations. (2000 Code § 30•73.6)~~

30-73.7 Outdoor Storage.

No outdoor storage of merchandise, articles or materials shall be permitted in any zone. The provisions of this section shall not be construed to prohibit customary accessory uses in residential zones such as patios, picnic tables, outdoor fireplaces and similar uses. (2000 Code § 30•73.7)

30-73.8 Commercial Uses in Waterfront Redevelopment Area.

~~In accordance with the goals and objectives of the Waterfront Redevelopment Plan and Master Plan, as well as paragraph o. of Section 30-3, commercial uses shall be permitted within or accessory to a residential building or complex in the Residential Zones, provided that they are on parcels with frontage on Kingsley Street and/or the boardwalk and are compatible with new residential development within that zone. Uses incompatible with residential development would include uses which would generate large volumes of traffic, noise, trash, offensive odors, or have extended hours of operation and loitering. Uses which are compatible with residential development would include sit-down restaurants, delicatessens, health clubs, hair salons, card or gift shops, and other businesses directly supported by residential development. Commercial uses permitted within or accessory to hotels, theme entertainment centers, arenas, or exhibition/convention facilities in the P2 Zone shall be compatible with and related to the principal structure and use.~~

30-73.9 Reserved Proximity Requirements, Bars.

~~No bar, as defined in this chapter, shall be permitted within any land or building located within one thousand (1,000) feet of an existing bar, as measured between the nearest property lines. This section shall not be applicable to properties in the WRA Zone.~~

30-73.10 Minor Home Occupations.

A minor home occupation is any gainful occupation or profession engaged in by an occupant of a dwelling unit which meets the following conditions and requirements:

- a. The use shall be conducted ~~entirely within the dwelling~~ and carried on by the inhabitants hereof and no others.
- b. The primary use of the premises shall be residential and the minor home occupation shall be secondary to the residential use of the property. The appearance of the structure shall not be altered, and the occupation within the residence shall not be conducted in a manner that would cause the premises to differ from its residential character either by use of colors, materials, construction, lighting, signs, or the emission of sounds or vibrations that carry beyond the premises.
- c. No more than ~~one (1) room~~ 20% of the gross floor area of the dwelling or accessory structure may be used for the home occupation.
- d. There shall be no advertising, display, or other indications of a home occupation on the premises, except as permitted in subsection 30-61.5e.
- ~~e. There shall not be conducted on the premises the business of selling stock or merchandise, supplies, or products, provided that orders for such goods may be taken at the premises by either mail order or telephone. No services shall be offered that requires clients coming to the residence for the home occupation business to be performed. There shall be no direct pick up of such orders at the residence. Parties for the purpose of selling merchandise or taking orders shall not be held more than once a month.~~
- f. There shall be no storage or display of goods visible from outside the structure.
- g. Use or storage of material or equipment not recognized as being part of the normal practices of owning and maintaining a residence is not permitted. In any event, there shall be no storage of hazardous or extra hazardous materials as defined by NJDEP and USEPA.
- ~~h. Deliveries from commercial suppliers shall not be made more than once per week, and the deliveries shall not restrict traffic circulation.~~

30-73.11 Upper Story Residences in Nonresidential Zoning Districts.

Upper story residences in nonresidential business districts shall comply with the following requirements:

- a. Access to all apartments shall be separate from any access to nonresidential use in the same building.
- b. The portion of the first floor of buildings directly fronting on a public street shall have not less than 85% of the building length consist of permitted nonresidential uses; up to 15% of the remaining building length may consist of residential uses, which shall include but it not limited to residential units, entries and vestibules, mail rooms, and other residential accessory uses. The portion of the first floor of buildings facing an off-street parking area may consist of residential uses.
- c. Apartment shall not consist of more than three (3) bedrooms.
- d. A commercial building that is enlarged to provide for one (1) or more upper story residences shall be required to provide one (1) additional off-street parking space per apartment.
- e. The applicant shall submit a proposal for the handling and disposal of solid waste, including the means by which differing recycling requirements between commercial and residential uses will be reconciled and shall comply with all applicable requirements regarding same.
- f. Parking shall not be required for low, moderate, and middle-income units.

30-73.12 Open Space

Multi-family residences in any zone shall provide open space for residents that constitutes at least 30% of the lot area. The open space requirement may be met through the means of common interior recreation areas, balconies, roof decks or terraces located on the same premises.

30-74 RESERVED.

30-75 ACCESSORY USES AND STRUCTURES.

30-75.1 Accessory Structures in All Zones.

Accessory structures not attached to a principal structure may be erected in a side or rear yard in accordance with the following regulations:

- a. No accessory structures shall be located closer than five (5) feet to any side property line.
- b. In the R1, ~~R1A~~ and R2 Zones, accessory structures may be erected in the rear yard not closer than five (5) feet to the side lot line and three (3) feet to the rear lot line. ~~Accessory structures over fifteen (15) feet in height shall be set back from side and rear lot lines a distance equal to one-half (1/2) the height of the structure.~~
- c. Except where otherwise specifically permitted by this chapter, accessory structures in multifamily and nonresidential zones shall meet the setback requirements of the principal building.
- d. No portion of any accessory structure shall be used for living quarters for people.
- e. When an accessory structure is attached to the principal building it shall be considered as a part of the principal building and it shall comply in all respects with the requirements of this chapter applicable to the principal structure.
- f. With the exception of uncovered decks and pools, ~~a~~ Accessory structures shall be included in meeting the maximum building and impervious coverage requirements in Schedule 1.
- g. Existing lots in the R1 and R2 District, which contain a single or two-family dwelling, and which do not contain an attached or detached garage, are permitted to construct one (1) accessory building of not more than 100 square feet in area which shall be exempt from the district requirements for building coverage and lot coverage. Such accessory building shall comply with any other applicable bulk or spatial requirements of this Chapter. ~~In the R3 Zone and in all nonresidential zones, the distance accessory structures shall be located from any principal structure shall be determined as part of site plan review.~~
- h. ~~For restaurants in the LI Zone with less than two (2) interior tables for patrons, exterior tables are permitted as well as seasonal (no more than six (6) months) sun protection, provided that the sun protection is canvas or canvas like material and does not have advertising or branding.~~

30-75.2 Personal Recreational Facilities in Residential Zones.

Except for portable swimming pools less than three (3) feet in height and less than ten (10) feet in length or diameter, the following regulations shall apply to permanent and portable swimming pools, tennis courts and similar personal recreation facilities:

- a. The use shall be erected on the same lot as the principal structure and shall require a Construction Permit.
- b. The use may be erected in the side and/or rear yard and shall be not less than five (5) feet from any lotline.

- c. The use shall be appropriately screened and fenced so as not to adversely affect adjoining properties.
- d. Lighting which extends the hours of operation, other than in-pool lights, shall be prohibited.
- e. In the case of swimming pools, all measurements shall be from the pool apron and provision for drainage shall be approved as part of the Construction Permit. (2000 Code § 30•75.2)

30-75.3 Ham Radio and Satellite Dish Antennas.

Freestanding radio operator antennas and satellite dish antennas may be permitted as accessory uses in all zones subject to the following:

- a. In R1, ~~R1A~~ and R2 Residential Zones one (1) antenna may be permitted to the rear of a detached one- or two-family structure upon issuance of the Zoning Permit by the Zoning Officer.
- b. In R3 and Nonresidential Zones, the location of any freestanding ham radio or satellite dish antenna for multi-family residential buildings and nonresidential buildings must be approved as a Minor Site Plan application by the Planning Board. Antennas which are mounted on the roof of a multifamily building or nonresidential building must be set back five (5) feet from the edge of the roof and may be permitted through the issuance of a Zoning Permit by the Zoning Officer.
- c. In a R1, ~~R1A~~ or R2 Zone, the height of a freestanding ham radio antenna must not exceed five (5) feet above the maximum height limitation for a principal structure in the zone. The height of a freestanding satellite dish must not exceed the maximum height allowed for an accessory structure in the zone where it is to be erected. The height of both ham radio antennas and satellite dish antennas shall be measured from the finished grade at the base of the antenna to the highest part of the antenna.
- d. The setback of a freestanding antenna in a residential zone must conform with the setback requirement of other accessory structures as required in this section.
- e. In any residential zone, one (1) ham radio or satellite dish antenna may be erected on the roof of or otherwise attached to a residential building. The height of any antenna which is attached to a principal building in a residential zone shall not exceed a height equal to twenty-five (25%) percent of the height of the principal building measured from the average finished elevation of the base of the building to the highest part of the building, regardless of roof type. Ham radio or satellite dish antennas mounted on the roof of nonresidential structures in any zone shall be exempt from the height limitations of this section.
- f. The Zoning Officer or Planning Board may require landscaping, fencing or other provisions to ensure that an antenna will not adversely impact adjacent properties. (2000 Code § 30•75.3)

30-76 REGULATIONS GOVERNING CONDITIONAL USE.

30-76.1 Purpose.

It is recognized that certain uses, activities and structures, some of which are necessary to serve the needs and conveniences of City residents, and others which are provided for in the State or Constitutional Law, cannot be specifically classified or regulated in a particular district without consideration in each case to existing conditions and the impact upon the neighborhood and surrounding area and upon the public health, morals, safety and general welfare. Such uses, activities and structures as specified elsewhere in this chapter as conditional uses shall be permitted only through issuance of a Conditional Use Permit by the Planning Board. (2000 Code § 30•76.1)

30-76.2 Reserved General Standards.

Conditional Use approval may be granted after determination by the Planning Board that the proposal is in harmony with the general purpose and intent of this section and this chapter, the specific standards of this section, and after consideration of the following where applicable:

- a. ~~The density of use and bulk of buildings.~~
- b. ~~Conservation of property values and impact on adjacent properties as compared to uses and structures permitted as a matter of right.~~
- c. ~~Health, safety and well being of residents or workers on adjacent properties and in the surrounding neighborhood.~~
- d. ~~Traffic volume, flow and control with reference to pedestrian and vehicular safety and convenience and access in case of catastrophe and emergency.~~
- e. ~~Adequacy of yards and open space, screening and buffering.~~
- f. ~~Existing land use in the area.~~
- g. ~~Compliance with this chapter and the Master Plan of the City. (2000 Code § 30-76.2)~~

30-76.3 Specific Standards.

- a. Microbrewery or craft distillery. A facility which produces limited quantities of malt beverages, as defined and regulated by the State Division of Alcoholic Beverage Control (ABC) may be permitted by conditional use permit subject to the following requirements: Reserved. (Superseded by Ord. No. 2607)
 - 1. A storefront façade with floor area used for the display and retail sale of the beverages produced on the premises shall be provided.
 - 2. A tasting room shall be provided.
 - 3. Off-street parking and loading areas shall be located behind the building.
 - 4. Driveway access shall be prohibited on Asbury Avenue and Memorial Drive unless the property has no other street frontage.
 - 5. All exhaust equipment, vent stacks, fans, etc., shall be above the first floor elevation and directed away from adjacent residential uses and the public right-of-way.
- b. Residential Health Care Facilities. Residential health care facilities as defined in this chapter may be permitted by conditional use permit in zoning districts where specified in Section 30-6970, provided the following standards and conditions are complied with:
 - 1. A statement setting forth full particulars on the operations of the structure or use is filed in triplicate by the applicant. This statement shall contain a sworn affidavit that no developmentally disabled person, outpatient from a mental institution, or any person who has been committed after having been found not guilty of a criminal charge, shall reside or be housed at the proposed facility.
 - 12. The residential health care facility proposes to be duly licensed under the New Jersey "Hospital Licensing Act" or the "Health Care Facilities Planning Act" (P.L. 1971, c.136; c.26:2H-1 et seq.).
 - 23. There must be one thousand (1,000) square feet of lot area per bedroom unit which must

~~include one hundred (100) square feet of recreation area per bedroom unit to be located with due concern for the safety and convenience of the residents for whose use it is intended. The site plan shall indicate the manner of development, including the location of specific facilities such as benches, walkways and landscaping. Interior recreational areas may be included in the calculation of required recreational area.~~

~~34.~~ There must be front, rear and side yards provided as follows:

- ~~a.~~ Front yard—twenty (20) feet per story; thirty (30) feet min., fifty (50) feet max.
- ~~b.~~ Rear yard—twenty (20) feet per story; thirty (30) feet min., fifty (50) feet max.
- ~~c.~~ Side yards—thirty (30) feet.

~~45.~~ The ratio of gross floor area to lot area, or floor area ratio (F.A.R.) shall not exceed 0.8.

~~56.~~ The height of any structure must not exceed three (3) stories above the average elevation of the finished grade adjacent to its exterior walls.

~~67.~~ Off-street parking facilities must be provided on the premises behind the setback of not less than one (1) parking space per four (4) beds plus one (1) parking space per two (2) employees in the largest working shift.

~~8. The proposed use shall in no way be apparently detrimental to surrounding property values, and the structure or uses proposed will further the general welfare of the City.~~

~~9. There must not be another residential health care facility or rooming/boarding house within one thousand five hundred (1,500) feet of the proposed site.~~

~~c. Reserved Community Residences for the Developmentally Disabled, for Victims of Domestic Violence, for Persons with Head Injuries, or for the Terminally Ill. Community residences for the developmentally disabled, for victims of domestic violence, for persons with head injuries, or for the terminally ill (hereinafter, "community residences"), as defined by N.J.S.A. 40:55D-66.2, shall be a permitted use in all residential districts of a municipality and the requirements for such residences shall be the same as for single family dwelling units within such district.~~

~~d. Reserved Adult Bookstores and Establishments of Adult Entertainment. The Mayor and Council recognize the rights inherent in the U.S. Constitution which guarantee freedom of expression, as well as the position of the courts in protecting that freedom by invalidating any attempt by local ordinance to restrict particular uses based upon their content. However, the Mayor and Council also recognize their duty to protect the health, safety and welfare of the citizens of Asbury Park from the adverse impact that a concentration of certain uses have been shown to exert on the property values of adjoining and proximate residential and commercial property. Of particular concern is the potential concentration of adult bookstores and establishments that provide adult entertainment, which are distinguished from conventional bookstores and entertainment establishments by the fact that they are required to exclude access to minors by virtue of age under the pornography statutes of the State of New Jersey.~~

~~In promulgating the conditions for permitting adult restricted establishments listed below, the Mayor and Council considered the experience of recent years where two (2) or more adult establishments had located within a three (3) block area of the beachfront district between Fourth Avenue and Cookman Avenue near Kingsley Street and contributed to the economic decline of the beachfront by discouraging families with children from patronizing the beach and conventional commercial establishments in the area. This adverse effect was recognized by the Mayor and Council in 1984, when the area described above was included within a larger area of the beachfront declared~~

blighted and for which a redevelopment plan is now in effect.

In order to control the location and prevent the concentration of adult uses and thereby protect the public welfare and support the progress of redevelopment, adult bookstores and establishments of adult entertainment, as defined in Section 30-15, will be permitted in commercial zones within the City where conventional bookstores and entertainment establishments are also permitted uses, except that a Conditional Use Permit shall first be issued by the Planning Board for such adult bookstore or establishment or adult entertainment. The Planning Board may issue a Conditional Use Permit only after an applicant has demonstrated compliance with the following standards and conditions:

1. The application shall include a complete statement setting forth all the particulars of the structure and the proposed use thereof.

2. Based upon past experience as described in this section and an analysis of block dimensions typical of commercial zones within the City by the Office of Planning and Zoning, as well as studies of "skid row" uses performed in other urban areas such as Detroit, Michigan, and elsewhere, the Mayor and Council has determined that a minimum distance equal to the greater of two (2) full City blocks or one thousand (1,000) feet will be required between a proposed adult bookstore or establishment of adult entertainment and any existing adult bookstore or establishment of adult entertainment to achieve adequate dispersion of adult uses. For purposes of measurement, the required distance of separation shall be measured between the nearest property lines and along public streets so that City Tax Maps may be used.

3. Because the City contains residential neighborhoods in close proximity to commercial areas wherein adult uses might be permitted, and because it is determined to be in the public interest to provide adequate separation between such residential neighborhoods, with their attendant support uses such as schools and houses of worship, and the subject adult uses, the Mayor and Council has determined that a minimum distance equal to the greater of two (2) full City blocks or one thousand (1,000) feet will be required between a proposed adult bookstore or establishment of adult entertainment and the property line of any land in any residential zone, or any public, private or parochial school, library, park, playground, recreational facility or house of worship.

4. Advertisements, displays or other promotional materials shall not be shown or exhibited so as to be visible to the public from pedestrian sidewalks or walkways, or from other areas, public or semipublic. All building openings, entries, windows, etc., for adult uses shall be located, covered or screened in such a manner as to prevent a view into the interior from any public or semipublic area.

5. One (1) identification sign bearing the name of the adult bookstore or establishment of adult entertainment, the hours of business and customer age restrictions is permitted in accordance with Section 30-61.

6. Waiver provisions:

- a. — The provisions of this section which provide for the separation of adult uses from residential zones, schools, etc., and the dispersion of adult uses within commercial zones, may be waived by the Planning Board subject to the submission by the applicant of a petition containing the signatures of fifty one (51%) percent of the property owners within the affected area, as herein described, stating that they do not object to the proposed adult use.

- b. — The petition shall be attached to a signed and notarized affidavit attesting to the validity of the signatures on the petition. The petition shall be submitted to the Tax Assessor for verification that the signatures correspond to the correct property owners as listed in the Tax Records of the City and that they represent fifty one (51%) percent or more of the total property owners within

the affected area as described herein.

e. *Reserved.* (Ord. No. 2465 § 26)

f. ~~Philanthropic or Eleemosynary Uses.~~ Fraternal, social, civic, recreational, or philanthropic or eleemosynary uses may be permitted in the LI zones and permitted by Conditional Use Permit in the B1 Zone, provided that no lodging or boarding facilities are included. A Conditional Use Permit may be granted by the Planning Board provided subject to the following conditions are complied with:

1. ~~A statement setting forth full particulars on the operation of the structure or use is filed with the Planning Board by the applicant in triplicate.~~
2. ~~It is ascertained by the Planning Board that the proposed use is a bona fide nonprofit organization.~~
3. ~~It is ascertained by the Planning Board that the proposed location is appropriate for the proposed use and the use will not detract from the area or adversely affect the value of adjacent properties.~~
4. ~~The proposed use and/or structure shall conform to the minimum area and yard requirements of the zoning district in which it is located, except that these requirements may be increased at the discretion of the Planning Board.~~

g. Townhouse Developments. Townhouse developments shall be subject to the following standards:

1. Townhouse developments shall be designed so that each building is oriented with a front façade and yard area that faces a public street. Individual units shall have an entry and first floor living area that faces the street.
2. Each dwelling shall have a stoop or and porch that is six (6) feet deep.
3. A walkway shall be provided between the front or primary door of each unit to the street.
4. Garages or off-street parking areas shall be located on an interior court, lane or alley behind the building.
5. At least 15 percent of the site area for new projects should be open green space not enclosed in private yard areas.
6. Garages detached from dwellings may be provided along alleys. There must be a yard area between the dwelling and the detached garage of at least fifteen (15) feet.
7. Detached garages must not be closer than five (5) feet to a tract boundary.
8. No front entry garage or off-street parking is permitted between the building's front façade and the street.
9. Maximum building coverage shall not exceed 60%.
10. Maximum impervious coverage shall not exceed 85%.Reserved.

h. ~~Urgent CareReserved.~~ Urgent care, as defined in this chapter, may be permitted subject to the following conditions:

1. Access shall be provided from Memorial Drive, Asbury Avenue or Main Street
2. Where abutting a residential zone district, operating hours shall be between 7 am and 10 pm.

3. Parking shall be in accordance with the B district requirements.

i. ~~Reserved.~~ Motor Vehicle Service Stations. Motor vehicle service stations, as defined in this chapter, may be permitted in the LI Zone upon receipt of a Conditional Use Permit by the Planning Board. The Planning Board may issue a Conditional Use Permit only after the following standards and conditions are complied with:

1. ~~_____ A statement setting forth full particulars on the operation of the structure or use is filed with the Planning Board by the applicant in triplicate. The statement shall include a sworn affidavit that the premises shall not be used for auto repair as defined in this chapter.~~
2. ~~_____ No entrance or exit may be located within two hundred (200) feet along the same side of the street of any school, public playground, church, hospital, public building or institution, except where such property is in another block or on another street which the lot in question does not abut.~~
3. ~~_____ There must be an oil draining pit or visible appliance for any purpose other than filling pumps located within twenty (20) feet of any street line or within fifty (50) feet of any residential district except where such appliance or pit is within a building. Gasoline pumps may be located no closer than fifteen (15) feet from the streetline.~~
4. ~~_____ No motor vehicle service station shall be located within one thousand five hundred (1,500) feet of an existing motor vehicle service station, measured from the nearest lot lines.~~
5. ~~_____ The premises must not be used for the storage of junk motor vehicles incapable of normal operation. The storage of vehicles other than those awaiting servicing is not permitted.~~
6. ~~The premises must not be used for the leasing, rental, or sale of motor vehicles unless such a use has been applied for and granted as part of the Conditional Use Permit. Adequate on-site parking must be provided to accommodate such a use.~~
7. ~~Off street parking shall be provided as required in Section 30-59.~~
8. ~~Planted islands must be provided to control ingress and egress as well as circulation through the site. A planted buffer strip of no less than five (5) feet in width shall be provided around the perimeter of the property. A buffer of no less than ten (10) feet in width must be provided along any property line that abuts a residence zone. The treatment of all buffers shall be subject to the approval of the Planning Board.~~
9. ~~The proposed use shall in no way be apparently detrimental to surrounding property values, and the structures or uses proposed will further the general welfare of the City.~~

j. ~~Reserved.~~ Motor Vehicle Repair Garages. Motor vehicle repair garages, as defined in this chapter, may be permitted in the LI Zone upon receipt of a Conditional Use Permit from the Planning Board. The Planning Board shall not issue a Conditional Use Permit unless the following conditions are complied with:

1. ~~_____ A statement setting forth full particulars on the operation of the structure or use is filed with the Planning Board by the applicant in triplicate.~~
2. ~~_____ No motor vehicle repair garage may be located within one hundred (100) feet of an existing residence, school, church, or library, measured from the nearest property line.~~
3. ~~_____ No motor vehicle repair garage may be located within one thousand five hundred (1,500) feet of an existing motor vehicle repair garage, measured from the nearest property line.~~
4. ~~_____ Off street parking must be provided as required in Section 30-59.~~

~~5. A planted buffer strip no less than five (5) feet in width must be provided around the perimeter of the property. A planted buffer strip of no less than ten (10) feet in width shall be provided along any property line which abuts a residence zone. The treatment of all buffer strips shall be subject to the approval of the Planning Board.~~

~~6. The proposed use shall in no way be detrimental to surrounding property values, and the structures or uses proposed will further the general welfare of the City.~~

~~7. The premises must not be used for the unregistered or inoperable unless they are awaiting servicing. Any vehicle left unserviced for thirty (30) days or more shall be considered in storage.~~

k. Reserved Used Car Sales/Leasing A retail used car dealership may be permitted in an LI Zone upon receipt of a Conditional Use Permit from the Planning Board. The Planning Board may issue a Conditional Use Permit provided the following standards and conditions are complied with:

~~1. A statement setting forth the particulars of the proposed use and containing a sworn affidavit that no engine or auto repair work will be done on the premises must be filed in triplicate with the Planning Board. No used car wholesaling will be permitted.~~

~~2. A retail used car dealership must not be located within two thousand (2,000) feet of an existing used car dealership, measured from the nearest property line.~~

~~3. The site plan must indicate the parking stalls used for displaying motor vehicles as well as those designated for customers and employees. The total number of vehicles on the premises at any one (1) time must not exceed the total number of display spaces so indicated. All display and parking spaces must be marked with painted lines on a properly paved asphalt surface.~~

~~4. Off-street parking for customers and employees must be provided equal to one (1) parking space per ten (10) display spaces plus one (1) parking space per two (2) employees to be employed at any one (1) time.~~

~~5. A planted buffer strip no less than five (5) feet in width must be provided around the perimeter of the property. A planted buffer strip of no less than ten (10) feet in width must be provided along any property line that abuts a residence, school, church, or a residential zone. The treatment of all buffers shall be subject to the approval of the Planning Board.~~

~~6. Signs shall conform to Section 30-61.~~

~~7. The proposed use shall in no way be apparently detrimental to surrounding property values, and the structure or uses proposed will further the general welfare.~~

l. Child Day Care Centers. Recognizing the growing need for child day care facilities created by an economic climate that has caused the need for both parents to become wage earners, and also recognizing the incidental nature of such a use in a residential neighborhood, child day care centers may be permitted in any residence zone upon receipt of a Conditional Use Permit from the Planning Board. The Planning Board may issue a Conditional Use Permit provided the following standards and conditions are complied with:

~~1. A statement setting forth the full particulars on the operation of the structure or intended use shall be filed in triplicate with the Planning Board.~~

12. The operator of the facility must meet any and all qualifications and possess any license or certification required by the State of New Jersey for the operation of a child day care facility.

23. There must be one thousand (1,000) square feet of lot area per child. Suitable recreation area

~~must be provided in the amount of one hundred (100) square feet per child. Outdoor recreation areas shall be enclosed by a fence of no less than four (4) feet in height.~~

~~34. Off-street parking must be provided equal to five (5) parking spaces plus one (1) parking space per worker employed or to be employed at any one (1) time. A planted buffer of no less than five (5) feet in width shall be provided between a surface parking area and adjacent properties. Treatment of the buffer strip shall be subject to the approval of the Planning Board.~~

~~5. — In determining the appropriateness of a proposed site for a child day care center, the Planning Board will consider the volume of traffic on adjacent streets. The Board may also require that a traffic study be submitted to document the estimated traffic to be generated by the proposed use.~~

~~6. — The structure shall conform to the most restrictive setback requirements of the zoning district in which it will be located.~~

~~7. — A child day care center may not be located within a two-family or multifamily dwelling unless appropriate accommodations are provided to prevent any adverse impact to the residents of such dwellings.~~

~~8. — The proposed use shall in no way be apparently detrimental to surrounding property values, and the structure or use will further the general welfare of the City.~~

m. ~~Major Home Occupation Reserved.~~ as defined in this chapter, may be permitted subject to the following standards:

~~1. The primary use of the premises shall be residential and the home occupation shall be secondary to the residential use of the property.~~

~~2. Not more than 30% of the gross floor area of the dwelling and/or accessory structure may be used for the home occupation.~~

~~3. There may be up to four employees that are non-residents of the premises.~~

~~4. One off-street parking space shall be provided for every two non-resident employees. This shall be in addition to the normal residential parking requirement for the premises.~~

~~5. One, non-illuminated identification sign, not exceeding four square feet, shall be permitted on the premises.~~

~~6. There shall be no outdoor storage or display of materials.~~

~~7. There shall be no storage of hazardous or extra hazardous materials as defined by NJDEP and USEPA.~~

~~8. No manufacturing permitted on the property. The use shall not change the residential character of the property.~~

n. ~~Reserved. Planned Developments. It is recognized that there is a need in Asbury Park for standards encouraging and promoting flexibility and economy in layout and design through the use of planned developments. To address that need, planned developments, appropriate to the zone or zones in which they are proposed, may be permitted by issuance of a Conditional Use Permit by the Planning Board. The Board may issue a Conditional Use Permit provided the following standards and conditions are complied with:~~

~~1. The minimum tract area must be three (3) acres.~~

2. ~~The Planning Board may authorize a greater density or intensity of land use in one (1) section or sections than in others provided the overall development density shall not exceed that which is permitted in the zoning district where the tract is located. In the event that the tract lies in more than one (1) zone, the overall density must not exceed that which would result if the area of the tract in each zone were developed individually according to the specified densities of each zone.~~

3. ~~— A planned unit residential development is encouraged to include a variety of housing types, arranged in residential clusters linked by common open areas with pedestrian walkways separated from roads and parking areas. Residential clusters must be designed wherever possible, so that the buildings are oriented for maximum solar access. Buildings shall be energy efficient and designed for maximum passive solar gain.~~

4. ~~— A planned unit residential development may include appropriate commercial uses to service the needs of the residents, subject to approval by the Board.~~

5. ~~— Parking shall be provided in accordance with the provisions of Section 30-59.~~

6. ~~— Not less than thirty (30%) percent of the total tract area shall be dedicated for green common open space.~~

7. ~~— Ownership of Common Areas. Common areas of any tract utilized for planned development which are not accepted by the City for public use and maintenance, shall be deeded to the corporation, association, individual or individuals, or other legal entity consisting of a majority of the property owners within the development for their use, control, management and maintenance.~~

~~Any agreement providing for such ownership shall be reviewed and approved by the City Attorney to ensure that adequate safeguards are included guaranteeing the continuance of the agreement in perpetuity and protecting the City from harm. In any event the agreement shall give the City the right to perform maintenance and assess the cost to the property owners in the event the property owners fail to maintain the property in accordance with the agreement.~~

8. ~~— A planned development may be constructed in phases over a period of years provided that an approval by Planning Board of a greater concentration of density or intensity of land use for any section to be developed be offset by a smaller concentration in any completed prior stage or by appropriate reservation of common open space on the remaining land by grant of easement or by covenant in favor of the City; further provided that such reservation shall, as far as practicable, defer the precise location of common open space until an application for final approval is filed, so that flexibility of development can be maintained.~~

9. ~~— The height and bulk of uses and structures in a planned development shall conform to those standards specified for like uses and structures otherwise permitted in this chapter for the zoning district in which the proposed site is located. Uses and structures shall be designed and arranged to complement land uses adjacent to the site and adequate landscaped buffers shall be provided, subject to the approval of the Board.~~

10. ~~— Semi-detached one-family dwelling clusters in a R1A Zone or in planned development:~~

a. ~~Except as part of the townhouse development, the minimum lot width and area shall be the same as required for a one-family detached dwelling.~~

b. ~~Such uses shall be constructed in attached pairs simultaneously on contiguous lots,~~

except when constructed as a twin on a lot of at least seventy-five (75) feet in width and seven thousand five hundred (7,500) square feet in area.

c. The minimum remaining side yard shall be not less than thirty (30%) percent of the lot width. (d) Twin houses shall have side yards of ten (10) feet or more.

(e) Semi-detached structures may be attached by garages, covered porches or patios, or common roof areas.

11. ~~Prior to the approval of a planned development, the Planning Board shall find the following facts and conclusions:~~

a. ~~That departures by the proposed development from zoning regulations otherwise applicable to the subject property conform to the zoning ordinance standards pursuant to subsection 52c (C.40:55D-65c.) of the Municipal Land Use Law.~~

b. ~~That the proposals for maintenance and conservation of the common open space are reliable, and the amount, location and purpose of the common open space are adequate.~~

c. ~~That provision through the physical design of the proposed development for public services, control over vehicular and pedestrian traffic, and the amenities of light and air, recreation and visual enjoyment are adequate.~~

d. ~~That the proposed planned development will not have an unreasonably adverse impact upon the area in which it is proposed to be established.~~

e. ~~In the case of a proposed development which contemplates construction over a period of years, that the terms and conditions intended to protect the interests of the public and of the residents, occupants and owners of the proposed development in the total completion of the development are adequate.~~

o. ~~Reserved~~ Nightclubs, Teen Clubs. Nightclubs and teen clubs may be permitted where indicated in Section 30-70 by issuance of a Conditional Use Permit from the Planning Board. The Planning Board may issue a Conditional Use Permit provided the following standards and conditions are complied with:

1. ~~Adjacent parking must be provided as specified in Section 30-59 for restaurants, bars and nightclubs.~~

2. ~~Teen clubs shall mean nightclubs which do not serve alcoholic beverages and which permit the patronage of persons under the age of twenty (20). The hours of operation of teen clubs shall be limited so that no such club shall be open between the hours of 1:00 a.m. and 12 noon on any given day. No teen club shall be open when any City school is in session.~~

3. ~~All premises used as teen clubs or nightclubs must be appropriately fenced and landscaped to buffer such activity from nearby residences.~~

4. ~~No noise emanating from a teen club or nightclub will be permitted which is audible at the nearest property line.~~

5. ~~Operators of teen clubs shall be responsible for the behavior of their patrons while they are on the premises. Such responsibility will include appropriate supervision both inside the club and in the parking areas.~~

p. Churches, Houses of Worship and Funeral Homes. Churches, houses of worship and funeral homes, as defined in this chapter may be permitted by Conditional Use Permit from the Planning Board

in zones as provided in Sections 30-69 and 30-70 subject to the following conditions. The Planning Board may issue a Conditional Use Permit provided the following standards and conditions are complied with:

1. ~~A written statement setting forth the full particulars of the intended use must be filed in triplicate with the Planning Board. Such statement must include the estimated seating capacity, worship schedule, if applicable, and a description of activities likely to occur on the premises. The statement is required in order for the Planning Board to assess the impact, if any, of the proposed use on the surrounding area due to traffic, noise, etc.~~
12. In order to prevent excess parking on adjacent streets, there must be off-street parking provided equal to one (1) parking space per four (4) seats for churches and houses of worship.
2. Funeral homes shall conform to the parking requirements of paragraph o of subsection 30-59.5 and shall also provide for the storage of hearses, family cars, flower cars and any other vehicles used in the operation of the business. The Board may consider the use of off-site parking or storage facilities for such vehicles in satisfying this requirement. ~~All other provisions of Section 30-59 shall apply with respect to the layout and design of such off-street parking areas.~~
3. In order to insure adequate area for off-street parking and associated buffers, the minimum lot size must be twelve thousand five hundred (12,500) square feet and the minimum lot width must be one hundred (100) feet.
4. ~~The Planning Board may require planted buffers or other screening for the purpose of mitigating any adverse effect of light or noise generated in connection with the use of the property.~~
45. ~~All buildings and structures shall comply with the yard requirements of the zone within which they are located, except that cChurch buildings may be constructed to a height not exceeding two and one-half (2.5) stories and fifty (50) feet, not including steeples, cupolas, bell towers, or other such architectural features. No illuminated elements permitted above the first floor.~~
- q. Reserved. Planned Arena Development in the Waterfront Redevelopment Area. It is anticipated that a need may arise within the Waterfront Redevelopment Area between the beachfront and the Central Business District for a major arena facility and that such a facility may require related facilities for convention use such as exhibition facilities. While the underlying zoning in the area between the beachfront and the Central Business District is residential, a Planned Arena Development will be permitted within an Arena Overlay District through the issuance of a Conditional Use Permit by the Planning Board, subject to conformance with the following conditions:
 1. ~~The Arena Overlay District shall be the area south of Asbury Avenue which is currently residential and which borders on the B1 (Central Business District) Zone to the west and the B2 (Main Street Commercial) Zone to the east. The Overlay District shall consist of Block 129.01; Block 129.02; Block 142; Block 131; Block 128; Block 118, Lots 1, 2, 9 and 10.~~
 2. ~~The site for the Planned Arena Development shall consist of all of the properties within the Arena Overlay District.~~
 3. ~~The arena site may include properties on both sides of a public street or public open space, but development plans must indicate improvements to be installed to provide for safe vehicular and pedestrian circulation through the complex.~~
 4. ~~The arena building and its attendant parking facilities must be confined to the north side of Cookman Avenue. Related facilities, such as freestanding special exhibition pavilions and outdoor theaters, may be located south of Cookman Avenue but must not cover more than thirty~~

five (35%) percent of the total portion of the site devoted to those structures. Freestanding structures devoted to related facilities must not exceed two (2) stories or thirty five (35) feet in height.

5. The arena building must not exceed a FAR of 3.0 exclusive of floor area devoted to structured parking.

6. Parking for a Planned Arena Development, inclusive of related facilities such as exhibition pavilions, shall be required equal to one (1) parking space per five (5) seats, based on maximum seating capacity. Parking may be provided on-site and/or off-site in accordance with subsections 30-59.8, 30-59.9 and 30-59.10, except that no on-site parking shall be located south of Cookman Avenue.

7. The area of the site located south of Cookman Avenue must be landscaped in a manner designed to create an aesthetic and functional relationship with the proposed Wesley Lake Waterfront Park and Bikeway. Vehicular access to the interior of this area must be restricted to service and emergency vehicles only so that the pavilions containing the related uses become architectural elements within a pedestrian-oriented, park-like setting.

8. Pedestrian walkways must be connected to adjacent public sidewalks and public spaces so as to facilitate convenient public access through and around the site.

9. Arena and residential uses shall not be combined within the Arena Overlay District.

r. Reserved. (Superseded by Ord. No. 2735)

s. Reserved Artist Loft Apartments in Commercial Buildings. The following conditional use regulations shall apply to artist loft apartments in commercial buildings within the B1 (CBD) Zone. Artist loft apartments in commercial buildings shall be permitted only upon the issuance of a Conditional Use Permit by the Planning Board, or, if a variance of a condition solely applicable to the conditional use is required, the Zoning Board of Adjustment. Application for a Conditional Use Permit shall address the conditions as specified in other regulations of this chapter in addition to the following:

1. The apartment must be located above the street level floor of the commercial building.
2. The apartment must have a separate entrance at street level and the entrance door thereto must be self-closing and locking.
3. An affidavit executed by the owner of the premises proposed for an artist loft apartment, certifying to the Board that the occupancy of the apartment during the term of its use shall require at least one (1) person, who shall be engaged in the full time pursuit of the fine arts (e.g., painting, sculpture, music, dance, theater, photography) or a recognized design profession (i.e., architecture, landscape architecture, interior design, theatrical set design, graphic design).
4. A Certificate of Zoning Compliance must be issued prior to occupancy and the artist or designer must meet the following standards:
 - a. Lofts occupied by artists. Subsequent to the issuance of a Conditional Use Permit and Certificate of Zoning Compliance for an artist loft apartment, the owner shall submit, by the last day of each year, an affidavit attesting to the participation of the artist in one (1) of the events, if any, designated by resolution of the Mayor and Council as being sponsored or co-sponsored by the City. Such affidavit shall state the dates and manner in which art work or artistic performances were made available to the public.

b. ~~Lofts occupied by designers. Designers must possess:~~

- ~~(1) A bachelor's degree in architecture, landscape architecture, interior design or related design profession; or~~
- ~~(2) One (1) year of apprenticeship with a licensed design professional; or~~
- ~~(3) Proof of membership in a recognized national professional association; or~~
- ~~(4) A professional license issued by the appropriate administrative agency of the State of New Jersey.~~

~~5. — Artist loft apartments located in commercial buildings shall contain a segregated work area of at least three hundred (300) square feet. The total size of the apartment, including the work area, shall not be less than nine hundred (900) square feet. The apartment may be arranged in a "great room" or studio format and contain open mezzanine or "loft" levels, provided that compliance with all Health, Fire and Housing Codes is maintained.~~

~~6. — Occupancy of an artist loft apartment shall be limited to one (1) person per three hundred (300) square feet of floor area, exclusive of the work area.~~

~~7. — A commercial building which is enlarged to provide for one (1) or more artist loft apartments shall be required to provide one (1) additional off street parking space per apartment.~~

~~8. — The applicant shall submit a proposal for the handling and disposal of solid waste, including the means by which differing recycling requirements between commercial and residential uses will be reconciled and shall comply with all applicable requirements regarding same.~~

t. ~~Reserved~~Accessory Apartments in Commercial Buildings. The following conditional use regulations shall apply to accessory apartments in commercial buildings where indicated as a conditional use within this chapter. Accessory apartments in commercial buildings shall be permitted only upon the issuance of a Conditional Use Permit subject to the following standards by the Planning Board, or, if a variance of a condition solely related to the conditional use is required, the Zoning Board of Adjustment. Application for a Conditional Use Permit shall address the conditions as specified in other regulations of this chapter in addition to the following:

~~1. — The accessory apartment residential dwellings must be located above the street level floor of the commercial building.~~

~~2. — The apartment residential access shall may have a separate entrance at street level that may not occupy more than 10% of the street frontage on the street the entrance faces and the entrance door thereto must be self-closing and locking. In the case of a tract having more than one street frontage, the residential access shall be limited to one street frontage.~~

~~3. — Common areas and amenity space associated with the residential use may be provided on the ground floor in an area not to exceed 20% of the block frontage, including any floor area attributed to the residential access. An affidavit executed by the owner of the premises proposed for an upper level accessory apartment, certifying to the Board that the occupancy of the apartment during the term of its use shall be restricted to at least one (1) person who is either an owner of the premises or an owner or employee of a business located on the street level of the building that will contain the apartment. Subsequent to the issuance of the initial Certificate of Zoning Compliance for the accessory apartment, the owner shall submit, each year, an affidavit certifying compliance with~~

this section. The affidavit shall be submitted at the time of the renewal of the mercantile license for the principal commercial use to which the apartment is an accessory. Upon a change in ownership of the building, the residential use of the apartment shall be terminated unless the new owner submits an affidavit to the Zoning Officer certifying that the residential use continues to conform to the above restrictions.

~~4. There shall be not more than one (1) apartment that is accessory to any one (1) commercial space.~~

~~5. Accessory apartments located in commercial buildings shall conform to the minimum size requirements of subsection 30-73.4.~~

~~6. A commercial building which is enlarged to provide for one (1) or more accessory apartments shall be required to meet the parking requirement for the commercial use plus off-street parking space for each accessory apartment until therein, except that fifty (50%) percent of the total residential parking requirement may be met through the provision of parking spaces for commercial uses within the same building which occur primarily on weekdays and which close by 6:00 p.m.~~

~~7. The applicant shall submit a proposal for the handling and disposal of solid waste, including the means by which differing recycling requirements between the commercial and residential uses will be reconciled and shall comply with all applicable requirements regarding same.~~

u. ~~Reserved~~Helistops. The following conditional use regulations shall apply to helistops where permitted as a Conditional Use within this chapter. Helistops shall be permitted only upon the issuance of a Conditional Use Permit by the Planning Board, or, if a variance of a condition is required, the Zoning Board of Adjustment. Application for a Conditional Use Permit shall address the conditions as specified in other regulations of this chapter in addition to the following:

1. ~~A statement detailing the proposed use of the site including a description of the proposed level of activity measured in flights per hour or per day, hours of operation, etc.~~
2. ~~A plan, drawn to scale, depicting the layout of the site, inclusive of the following:~~
 - (a) ~~Site security to include a fence of not less than four (4) feet in height on three (3) sides and/or security personnel, employed by the applicant, to supervise take-offs and landings for safety purposes, subject to the approval of the New Jersey Office of Aviation (NJOA).~~
 - (b) ~~Marking indicators at each corner of the landing area pursuant to minimum requirements of the Federal Aviation Administration (FAA) and New Jersey Office of Aviation (NJOA).~~
 - (c) ~~Wind sock or equivalent.~~
 - (d) ~~Passenger shelters and walkways, if any.~~
3. ~~The helistop shall not include the fueling or maintenance of helicopters and helicopters shall not be parked at the helistop except when loading or discharging passengers.~~
4. ~~The hours of operation of a helistop within a R5 (High Density Multi-family Residential) Zone shall not include flights prior to 6:00 a.m. or after 10:00 p.m., unless under special circumstances approved by the Planning Board.~~
5. ~~Any passenger shelters approved by the Planning Board as part of the issuance of a Conditional Use Permit shall be not higher than fifteen (15) feet and shall be equipped with a trash receptacle cluster for regular and recyclable waste. No advertising signage shall be permitted on the shelter or trash receptacle cluster.~~
6. ~~The operation of the helistop shall make reasonable accommodations, where possible, for the use of public transportation and "kiss and ride" pick-up/drop-off.~~
7. ~~The Conditional Use Permit issued for a helistop under this section shall be subject to a favorable determination by the NJOA after impact tests and public hearings conducted during the nine (9) month period of that agency's Temporary Permit.~~

v. ~~Reserved~~Rooming and Boarding Houses.

1. ~~Rooming and boarding houses shall contain a maximum of one hundred (100) beds.~~
2. ~~A property containing a rooming or boarding house shall be located at least one thousand (1,000) feet from any property used for a rooming or boarding house.~~

Draft Parking and Loading Standards Update for Asbury Park

Replace/Add the following new text:

30-59.5 Off-Street Parking Requirements.

Off-street parking shall be provided for all development according to the following schedule:

<i>Residential Use</i>	<i>Parking Requirement</i>
a. Single-family residence	2 parking spaces
b. Two-family residence	3 parking spaces
c. Multi-family residence	
1. 0-1 bedroom unit	1 parking space <u>per unit</u>
2. 2 or more bedrooms	2 parking spaces <u>per unit</u>
d. Planned Residential Development	2 parking spaces per dwelling unit
e. Reserved	
f. Reserved	
g. Reserved	
h. Commercial Uses	Parking Requirement
1. General Requirements (when specific commercial uses cannot be identified.	
(a) Retail trade services and office	1 parking space per employee per shift plus 1 space per 350 gross square feet of floor space
2. When number of employees cannot be determined:	
(a) Retail (including take-out food establishment) services	1 parking space per 250 gross square feet of floor space
(b) General office, banks, research/laboratory	1 parking space per 300 gross square feet of floor space
(c) Physicians, dentists, chiropractors	5 parking spaces per doctor or 1 parking space per 250 gross square feet of floor space, whichever is greater
(d) Auditoriums, stadiums, theaters, arenas and places of assembly	1 parking space per 5 seats, based on maximum seating capacity

i. Hotel, motel, rooming house or equivalent. Uses such as restaurants, nightclubs and retail shops that are contained within the hotel and open to the public shall be calculated separately as required herein. Fifty (50%) percent of the spaces thus calculated will be added for the parking requirement for the hotel.	1 parking space per employee per shift plus .75 parking spaces per sleeping unit. Where number of employees cannot be determined, 1 parking space per sleeping unit
j. Restaurant, nightclub, bar	1 parking space per employee per shift plus 1 parking space per 300 gross square feet of floor area. When number of employees cannot be determined, 1 parking space per 50 square feet of customer floor area.
k. Motor vehicle service stations	10 parking spaces plus 1 space per 2 workers employed during busiest shift
l. Motor vehicle repair garage	4 parking spaces per bay plus 1 space per 2 employees
m. Truck or bus depots	1 parking space per 2 workers employed or to be employed at any one time
n. Car washes, drive-through lubrication stations	1 parking space per 2 workers employed or to be employed at any one time plus reservoir space for 10 cars or 5 times the number of cars capable of being processed at any one time, whichever is greater.
o. Funeral homes	1 parking space per 60 square feet of area intended for public occupancy
Industrial Use	
p. Manufacturing, assembly, processing plants; wholesale trade establishments	1 parking space per 300 gross square feet of floor area
q. Warehouses	1 parking space per working employed at any one time plus 1 parking space per 5,000 square feet of floor area or fraction thereof; where number of workers cannot be determined, 1 parking space per 500 square feet of floor area
Schools	
r. Nursery schools, day care centers	5 parking spaces, plus 1 parking space per worker employed or to be employed at any one time
s. Elementary, middle schools	1 1/2 parking spaces per worker employed or to be employed at any one time

- | | |
|--|--|
| t. High schools | 1 1/2 parking spaces per worker employed or to be employed at any one time, plus 1 parking space per 4 students of school capacity |
| u. Colleges, universities, professional institutes | 1 parking space per employee plus 1 parking space per 2 students enrolled |
| v. Theme entertainment centers | 1 parking space per 45 square feet of usable visitor floor area |
| w. Exhibition pavilions | 1 space per 200 square feet of usable visitor area floor |
| x. Bed and Breakfast Establishments | 0.75 per sleeping unit and one (1) space per employee per shift. |

(2000 Code § 30-59.5; Ord. No. 2735)

30-59.6 Requirements for Uses and Buildings Not Included in Schedule.

Reasonable and appropriate off-street parking requirements for buildings and uses not specifically provided for shall be determined by the Zoning Officer ~~Development Coordinator~~, upon consideration of all factors entering into the parking needs of such use and by comparison with the uses enumerated above. In the case of an Application for Development, final determination shall be made by the Board hearing the application. (2000 Code § 30-59.6)

30-59.12 Parking Spaces and Areas.

Parking spaces and areas must be designated and installed as follows:

- a. All off-street parking and loading spaces shall be arranged in an orderly manner to avoid unsafe conditions and to provide adequate access for vehicles and pedestrians using the area.
- b. Parking stalls for full-size vehicles shall be provided in accordance with the following:
 1. The minimum dimensions for each angle parking stall shall be eight (8) feet six (6) inches in width and ~~eighteen~~^{nineteen} (18⁹) feet in length.
 2. Parallel parking spaces, adjacent to curbs, sidewalks, driveways and buildings, shall be a minimum of seven (7) feet in width and twenty-two (22) feet in length.
- c. Parking stalls for compact vehicles shall be provided in accordance with the following:
 1. The minimum dimensions for each parking stall shall be seven (7) feet six (6) inches in width and fifteen (15) feet in length.
 2. Compact parking stalls shall be permitted only for those uses set forth in subsection 30-59.5c, d, h.2b, h.2d, i, p, q, s, t and u provided that:
 - (a) Not more than ~~twenty~~^{thirty}-five (32⁵%) percent of the parking spaces required by these regulations shall be for compact vehicles;

(b) The minimum number of parking spaces required by these regulations shall be in excess of fifty (50) spaces; and

(c) Compact parking stalls shall be grouped in contiguous, uniform stalls and shall have signs placed in appropriate locations indicating PARKING FOR COMPACT VEHICLES ONLY.

3. All or any part of the parking spaces provided in addition to those required by these regulations may be for compact vehicles.

4. To obtain approval of a parking layout with compact parking stalls, a site plan must first be submitted to the Planning Board for approval which demonstrates that sufficient parking is capable of being provided to meet the minimum requirements of these regulations for full-size parking stalls. Upon such demonstration, the Planning Board may then approve an alternate and different site plan containing compact parking stalls, in accordance with the requirements set forth herein. In no event shall the provision of compact parking stalls result in an increase in the floor area or the number of dwelling units permitted with the provision of full-size parking stalls.

d. Tandem parking may be permitted in multi-family developments where it can be shown that tandem spaces can be accommodated within the parking facility without obstructing access to other parking spaces, aisles, or pedestrian accessways. When provided, both spaces in tandem must be assigned to a specific dwelling unit and signed accordingly.

e. Minimum Aisle Widths.

1. The minimum aisle width required to provide maneuvering space and access to parking stalls shall be as follows:

<i>Parking Angle (degree)</i>	<i>Stall Width (feet)</i>	<i>Aisle Width (feet)</i>	<i>Stall Width (feet)</i>	<i>Aisle Width (feet)</i>
0	7	12	7	12
45	8.5	13		
	9.0	12	7.5	12
	9.5	12		
60	8.5	18		
	9.0	16	7.5	14
	9.5	15		
75	8.5	22		
	9.0	21	7.5	17
	9.5	20		
90	8.5	24		
	9.0	23	7.5	22
	9.5	22		

2. The stall width shall be measured perpendicular to the direction of parking. When columns occur along the side lines of parking stalls located within a building or structure, the width of the stall shall be determined by dividing the clear dimensions between column faces, measured perpendicular to the direction of parking, by the number of stalls between adjacent columns whenever the width of the stall so determined is less than nine (9) feet. In such cases,

the painted side stripe defining each stall adjacent to a column shall be placed at the face of column rather than at the center line of the column, and the space between the column faces shall be divided into stalls of equal width.

3. The aisle width dimensions as set forth in the chart in paragraph d.1 of subsection 30-59.12 assume one-way circulation for all parking angles. At a parking angle of ninety (90°) degrees the same dimensions apply for two-way circulation.

4. For a parking angle of zero (0°) degrees, add ten (10) feet to the aisle for two-way circulation.

~~fe.~~ Where parking stalls of different dimensions share the same aisle, the parking stall requiring the greater aisle width shall govern.

~~gf.~~ All access drives, and parking and loading areas shall be paved with an appropriate hard-surface pavement that is durable, dust-free and maintained in good condition.

~~hg.~~ Individual parking and loading spaces, aisles, crosswalks, and entrances and exits shall be suitably identified with lines and arrows, subject to the approval of the Zoning Officer.

~~ih.~~ The provisions of paragraphs c, d, e and f shall not apply to the parking requirements for one- and two-family residences.

30-59.14 Buffer Strips and Internal Landscaping.

a. The design of planting areas within parking and loading areas shall be adequate to screen parking and loading activities from the street or any adjoining lots. All off-street parking and loading areas of five (5) or more spaces, located between a building or use and the street on which it fronts, shall be separated from the street with a buffer strip. The buffer strip shall be a minimum of ten (10) feet in width and landscaped with trees and shrubs to provide for driver and pedestrian safety and to improve the appearance of the parking area.

b. Off-street parking areas with more than ten spaces shall have planting beds, at least five feet in width measured from the interior of the surrounding curbing or hardscape, around the perimeter of the parking area. Such planting strips shall be interrupted only at points of ingress and egress and where the parking area or access drive abuts a building on the same lot. Although the preference is for plantings, which offer environmental benefits in addition to visual screening, a wall or fence may be implemented when dimensional requirements (size and orientation of parking aisles, spaces and turning movements) make plantings impracticable or inappropriate. Where the perimeter of a parking lot abuts another parking lot with at least ten (10) spaces, such abutting portion of the lot shall be exempt from providing perimeter planting. No buildings, structures, storage of materials, or parking facilities shall be permitted within the buffer area. All uses permitted in residence zones with off-street parking of five (5) or more spaces shall provide a buffer strip, a minimum of five (5) feet in width, on all sides which abut a residence zone or use permitted in a residence zone.

c. All uncovered off-street parking and loading areas of twenty (20) or more spaces shall be provided with planting islands. The planting islands shall be landscaped with trees and shrubs to channel internal traffic flow, prevent indiscriminate movement of vehicles, aid pedestrian circulation and improve appearance of the parking area. ~~The size, location and frequency of planting islands shall be subject to the approval of the Planning Board.~~

d. Shade trees shall be provided at the rate of one tree for each four (4) parking spaces and placed so that all spaces are shaded to the maximum extent possible.~~The treatment of the buffer strips and planting islands shall be subject to the approval of the Planning Board. All buffer strips and planting islands must be kept free of rubbish and maintained to the satisfaction of the Zoning Officer.~~

e. Where parking and loading spaces abut sidewalks, buffer strips, planting islands or similar construction, a curb or wheelstop shall be provided to prevent vehicles from overhanging or otherwise damaging the construction.

f. The total landscaped area of any uncovered parking area must not be less than ten (10%) percent. (2000 Code § 30-59.14)

30-59.19 Requirement for Freestanding Parking Structures.

Freestanding parking structures where permitted in Sections ~~30-69~~ and 30-70 shall be located and designed in accordance with the following:

a. Parking structures located outside the "Renewal Area," as demarcated in the Waterfront Redevelopment Plan, as amended, shall conform to the yard requirements of the zone in which they are located.

b. Parking structures located within the "Renewal Area," as demarcated in the Waterfront Development Plan, as amended, shall be subject to the height and setback restrictions specified in the Development Control Plan of the Waterfront Redevelopment Plan Figure 1 of Schedule 1, except that the following requirements shall also apply:

1. No parking structure shall exceed a height of five (5) levels or fifty (50) feet.
2. A parking structure of two (2) or more levels shall not be located nearer than thirty (30) feet from a street wherein the centerline forms the zone boundary of an R3, R2 or R1 Zone. The area between the structure and the streetline shall be attractively landscaped so that the foundation of the structure is screened from view of neighboring residences. Shade trees shall be located on both sides of the public sidewalk along the street frontage at intervals specified in Section 30-57.12 of this chapter and shall be continued, when possible, across the entire block front.
3. A parking structure shall not be located nearer than ten (10) feet to any interior lot line. A distance shall be maintained between parking structures and existing buildings on adjacent properties as is required in subsection 30-56.1.
4. A parking structure of four (4) or more levels, or more than thirty (30) feet in height, shall not be located nearer than thirty (30) feet from a zone boundary of an R3, R2 or R1 Zone.
5. A parking structure of four (4) or more levels, or more than thirty (30) feet in height, shall not be located nearer than thirty (30) feet from an adjacent lot containing a use permitted in any residential zone.
6. The street level of a parking structure shall not be located within forty (40) feet of Kingsley Street, unless the floor area of the structure within that distance is devoted to retail

commercial space and the height of the structure within that distance does not exceed forty (40) feet. No upper level portions of a parking structure which are devoted to parking shall be located nearer than twenty (20) feet of Kingsley Street.

7. No parking structure shall be located within fifteen (15) feet of any other street located within the Waterfront Redevelopment Area. The area between the structure and the streetline shall be attractively landscaped so that the foundation of the structure is screened from view as seen from the street. Shade trees shall be located on both sides of the public sidewalk along the street frontage at intervals specified in subsection 30-57.12 and shall be continued, when possible, across the entire block front.

8. No freestanding parking structure shall be located within a block having frontage upon a street immediately abutting public parks along Wesley, Sunset or Deal Lakes.

c. Parking structures shall be designed and constructed to meet or exceed the following standards:

1. Roof top parking areas shall meet the same interior landscape requirements as specified for surface parking lots in paragraphs c, d, e, f of subsection 30-59.14.

2. The architectural design for the facades of parking structures facing a public street shall provide 50% of the ground level façade with habitable space or other active uses and incorporate features such as articulated parapet walls, ornamental projections, varied planter widths, etc., to add visual interest and improve the overall appearance of the structure as viewed from the street. (2000 Code § 30-59.19)

EXHIBIT B

MAP

EXHIBIT B

MAP