



Agenda
Meeting of the Municipal Council
Wednesday, May 23, 2018
WORK SESSION 6:00 PM

Clerk to Call Meeting to Order

Silent Prayer/Moment of Reflection.

Salute to the Flag

Announcement by the City Clerk

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 4, 2018, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

Items for Review:

- A. Proclamation Recognizing Haitian American Month
- B. Proclamation Recognizing 1st National Gun Violence Awareness Day
- C. Special Event Applications
- D. Items to be presented by Transportation Planner Michael Manzella
 - 1. Electric Vehicle Charging and Car Share
- E. Items to be presented by Rodney Saloman, Co-Founder of Konscious Youth Development & Services
- F. City Manager's Report on Issues Raised at Prior Council Meeting(s)
- G. Review of Agenda Items for May 23, 2018 Regular Meeting
- H. Matters from City Council
- I. Matters from City Manager
- J. Matters from City Attorney
- K. Regular Meeting begins at 7 p.m.

ELECTRIC VEHICLE CHARGING & CAR SHARE

Proposed Locations – Phase I
May 2018

CBD – Proposed Location



Occupancy
Heat Map

April –
Sept. 2017

CBD – Proposed Location



700 Block – Mattison Avenue

CBD – Proposed Location



Waterfront – Proposed Location



Occupancy
Heat Map

Sep. 2017
April 2018

Waterfront – Proposed Location



300 Block – Sunset Avenue

Waterfront – Proposed Location



Springwood Ave. – Proposed Location



1300 Block – Mattison Avenue

Springwood Ave. – Proposed Location





Agenda
Meeting of the Municipal Council
Wednesday, May 23, 2018
REGULAR MEETING 7:00 PM

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

2018-192 Resolution Authorizing a meeting which excludes the public

A. Personnel

1. Chief of Police Position

B. Contract Negotiations

1. Union Contract Negotiations
2. Amendments to the Waterfront Redevelopment Plan
3. Washington Avenue Redeveloper Agreement
4. Redeveloper Escrow Agreement for 1001 First Ave.

C. Attorney-Client Privilege

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

III. Regular Meeting - 7:00 p.m.

B. Silent Prayer/Moment of Reflection

C. Salute to the Flag

D. 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 4, 2018, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

E. Presentation by Harry J Delgado, Ed.S., Accreditation Program Director
NJSACOP, presenting the City of Asbury Park with the Accreditation Certificate

F. Public Participation

G. Minutes

- Executive Minutes of May 9, 2018 4:00 PM
- Municipal Council - Work Session - May 9, 2018 6:00 PM
- Municipal Council - Regular Meeting - May 9, 2018 7:00 PM

H. 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.

2018-193 Resolution Approving Special Event Applications

2018-194 Resolution to Credit Sewer Account Block 3306 Lot 2 302 First Avenue

2018-195 Resolution Approving Ohana Kitschen Company 2017-2018 Liquor License Renewals

2018-196 Appointing Members to the Zoning Board of Adjustment

2018-197 Resolution Authorizing the Disposition of Surplus Property - Electronics

I. Individual Resolutions

2018-198 Resolution Approving Payment of Bills

2018-187 Resolution Adopting the Personnel Policy for 2018

2018-199 Resolution Designating Jitney Routes for 2018

2018-200 Resolution Adopting Environmentally Preferable Purchasing Policy (Green Purchasing Policy)

2018-201 Resolution Awarding a contract to Monmouth County for road repaving

2018-202 Resolution Authorizing Change Order Number 1 for the Firehouse Lintel Project

2018-203 Resolution Approving Change Order #3 for Fourth Avenue Improvements

2018-204 Resolution Approving Change Order #4 for Fourth Avenue Improvements

2018-205 A Resolution of the City of Asbury Park Releasing the Performance Bond for Asbury Lanes located at 1100 Ocean Avenue (Block 4104, Lot 8, 9 & p/o 13 And Accepting Maintenance Guarantee

2018-206 Resolution of The City of Asbury Park Authorizing the Execution of An Interim Cost Agreement With Asbury Holdings, LLC, Including Provisions for an Escrow Deposit to Defray The City's Costs Incurred In The Negotiation of A Redevelopment Agreement for 1001 First Avenue-Block 401, Lot 11

- 2018-207 Resolution of the Mayor and City Council of the City of Asbury Park Referring Proposed Amendments of the Main Street 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)
- 2018-208 Resolution Authorizing the Purchase of Asphalt Materials from Stavola Construction Materials Inc. for the Paving of Various Roadways

J. Ordinances

1. Introduction

- 2018-27 Bond Ordinance Amending and Supplementing Bond Ordinance Number 2018-4 (Which Provides for Various 2018 Capital Improvements) Heretofore Finally Adopted by the City Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey, on February 28, 2018, to Amend the Description Set Forth Therein

2. Second Reading/Public Hearing

- 2018-15 Adoption of an Amendment to the Waterfront Redevelopment Plan
- 2018-20 Amendment No. 1 To 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
- 2018-21 An Ordinance of the City of Asbury Park, County of Monmouth and State of New Jersey Adding Chapter Two Section Eighty-Eight "Development Fees" to the Code of the City of Asbury Park
- 2018-22 Ordinance of the City of Asbury Park Amending Chapter VIII Establishing Article III: "Jitneys"
- 2018-23 Ordinance of the City of Asbury Park Amending Traffic And Parking Regulations Chapter VII
- 2018-24 Ordinance of the City of Asbury Park Adopting an Amendment to the Springwood Avenue Redevelopment Plan
- 2018-25 Authorizing The City Of Asbury Park To Convey An Easement Over Certain Portions Of The Public Right-Of-Way Area Adjacent To the Property Located At 545 Lake Avenue (To Be Known As Block 3105, Lot 4.02).
- 2018-26 An Ordinance Amending Ordinance 2015-13 of the City of Asbury Park, Authorizing the Execution of a First Amendment to Special Assessment Agreement in Connection with the Special Assessment of the Cost of Certain Wastewater, Stormwater, Roadway, Streetscape, Utility and other

Infrastructure Improvements on Block 4104, Lots 3-7, 10 & 11 within the
Asbury Park Waterfront Redevelopment Area

K. Adjournment

**RESOLUTION NO. 2018-192****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 23, 2018 at 7:00 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. Personnel:

1. Chief of Police Position

B. Contract Negotiations:

1. Union Contract Negotiations
2. Amendments Waterfront Redevelopment Plan
3. Washington Avenue Redeveloper Agreement
4. Redeveloper Escrow Agreement for 1001 First Avenue

C. Attorney-Client Privilege

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

CINDY A. DYE
CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, May 9, 2018
WORK SESSION

Announcement by the City Clerk

Attendee Name	Title	Status	Arrived
Eileen Chapman	Councilmember	Present	
Yvonne Clayton	Councilmember	Present	
Jesse Kendle	Councilmember	Present	
Amy Quinn	Deputy Mayor	Present	
John Moor	Mayor	Present	
Cindy Dye	City Clerk	Present	
Michael Capabianco	City Manager	Present	
Frederick Raffetto	City Attorney	Present	

City Clerk Cindy Dye called the meeting to order at 6:00 PM.

Items to be presented by New Jersey Reentry Corp.

Representatives of New Jersey Reentry Corp. made a presentation to the City Council.

City Manager's Report on Issues Raised at Prior Council Meeting(s)

City Manager Capabianco indicated that there were no prior matters to discuss.

Special Event Applications

Leesha Floyd reviewed the special event applications with the City Council.

Review of Agenda Items for May 9, 2018 Regular Meeting

City Manager Capabianco reviewed the agenda with the City Council for this evening's meeting.

Matters from City Council

Council Member Chapman stated that on Saturday, May 12 from 9 a.m. to 11 a.m., volunteers are needed for plantings at the new art park. On Sunday, May 20 the Sunset Lake Commission and Conservative is having a meet and greet at Sunset Park.

Council Member Clayton congratulated the graduates of the Salt School. There was a total of 94 students. The Salt School also held an event for other employees to hire students who were not initially hired. The Alvin Alley School, in conjunction with other entities, had an event and taught dance. She invited all to attend the next event.

Council Member Kendle announced the Recreation Committee will be sponsoring a fashion show on July 18.

Deputy Mayor Quinn thanked the Center for their 25th Aids Walk this past weekend.

Mayor Moor stated that on Saturday, from 11 a.m. to 3 p.m. there will be a Haitian Pride celebration at the Senior Center.

Matters from City Manager

City Manager Capabianco announced that the City just received a \$325,000 Transit Village grant from the NJDOT for Wayfinding and branding the City as a welcoming city.

City Manager Capabianco stated that volunteers are needed for a community planting event at the “Art Park.” Art Park is a new passive pocket park created by the City in conjunction with the Environmental Shade Tree Commission and funding from HUD. Volunteers are asked to come on Saturday, May 12 from 9 a.m. to 1 a.m. to help plant. Meeting location will be at 1 Atkins Avenue.

Matters from City Attorney

City Attorney Raffetto had no comments.

Regular Meeting begins at 7 p.m.

Respectfully submitted by:

Cindy A. Dye, RMC, City Clerk

Minutes Acceptance: Minutes of May 9, 2018 6:00 PM (Minutes)



Minutes
Meeting of the Municipal Council
Wednesday, May 9, 2018
REGULAR MEETING

Executive Session - 4:00 p.m.

2018-176 Resolution Authorizing a meeting which excludes the public

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

Attendee Name	Title	Status	Arrived
Eileen Chapman	Councilmember	Present	
Yvonne Clayton	Councilmember	Present	
Jesse Kendle	Councilmember	Present	
Amy Quinn	Deputy Mayor	Present	
John Moor	Mayor	Present	
Cindy Dye	City Clerk	Present	
Michael Capabianco	City Manager	Present	
Frederick Raffetto	City Attorney	Present	

City Clerk Cindy Dye called the meeting to order at 7:00 PM.

PUBLIC PARTICIPATION

Motion made by Council Member Kendle and seconded by Council Member Chapman to open the meeting to the public.

The following members from the public spoke: Rodney Sollivan, Andie Donohue, Kayla Grant, Catherine Nelson, Tee Lesinski, Rita Marano, Jerry Scarano.

Motion made by Deputy Mayor Quinn and seconded by Council Member Clayton to close the meeting to the public.

MINUTES

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

1. Executive Session Minutes of Apr 25, 2018 4:00 PM
2. Municipal Council - Work Session - Apr 25, 2018 6:00 PM **Accepted**
3. Municipal Council - Regular Meeting - Apr 25, 2018 7:00 PM **Accepted**

ADOPTION OF 2018 MUNICIPAL BUDGET

2018-177 Resolution to Read Budget By Title Only

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

2018-178 Resolution to Amend the 2018 Calendar Year Budget

Motion made by Council Member Clayton and seconded by Council Member Kendle to open this resolution to the public.

No one from the public spoke.

Motion made by Council Member Kendle and seconded by Council Member Chapman to close this resolution to the public.

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

2018-141 Adoption of the 2018 Municipal Budget

Motion made by Deputy Mayor Quinn and seconded by Council Member Kendle to open this resolution to the public.

No one from the public spoke.

Motion made by Deputy Mayor Quinn and seconded by Council Member Clayton to close this resolution to the public.

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

CONSENT AGENDA RESOLUTIONS

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

2018-181 Resolution to Credit Sewer Account Block 3105 Lot 5 527 Lake Avenue

Minutes Acceptance: Minutes of May 9, 2018 7:00 PM (Minutes)

2018-182 Resolution Recognizing No Bids Received

2018-183 Resolution to Terminate Sewer Account Billing Block 2405 Lot 1 722 Cookman Avenue

2018-184 Resolution Approving Companion Animal Welfare Pledge

INDIVIDUAL RESOLUTIONS

2018-179 Resolution Approving Special Event Applications

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

2018-185 Resolution Approving Payment of Bills

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

2018-186 Resolution Entering into an MOU

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

2018-187 Resolution Adopting the Personnel Policy for 2018

RESULT:	TABLED [UNANIMOUS]
	Next: 5/23/2018 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2018-188 Resolution of the Mayor and City Council of the City of Asbury Park Authorizing the Expansion (Place-To-Place Transfer) of the Hotel Liquor License Issued to 210 5th Ave. Venture Urban Renewal LLC

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

2018-189 Resolution Authorizing Purchase of Surveillance and Access Control Security System

Minutes Acceptance: Minutes of May 9, 2018 7:00 PM (Minutes)

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

2018-190 Authorizing the City of Asbury Park to Implement the Competitive Contracting Process to Procure Vendors to Operate a Pilot Valet Parking Service

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

2018-191 A Resolution of the Mayor and Council of the City of Asbury Park, Acting as The Redevelopment Entity, Authorizing a Lease Agreement with AP Five Prop Holdings, LLC for a Portion of Block 4302, Lot 2, Commonly Known as 201-203 Eighth Avenue, within the Waterfront Redevelopment Area

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

ORDINANCES

Second Reading/Public Hearing

2018-15 Adoption of an Amendment to the Waterfront Redevelopment Plan

RESULT:	TABLED [UNANIMOUS]
	Next: 5/23/2018 7:00 PM
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2018-20 Amendment No. 1 To 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

RESULT:	TABLED [UNANIMOUS]
	Next: 5/23/2018 7:00 PM
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

- 2018-21 An Ordinance of the City of Asbury Park, County of Monmouth and State of New Jersey Adding Chapter Two Section Eighty-Eight "Development Fees" to the Code of the City of Asbury Park

RESULT:	TABLED [UNANIMOUS]
	Next: 5/23/2018 7:00 PM
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

- 2018-26 An Ordinance Amending Ordinance 2015-13 of the City of Asbury Park, Authorizing the Execution of a First Amendment to Special Assessment Agreement in Connection with the Special Assessment of the Cost of Certain Wastewater, Stormwater, Roadway, Streetscape, Utility and other Infrastructure Improvements on Block 4104, Lots 3-7, 10 & 11 within the Asbury Park Waterfront Redevelopment Area

RESULT:	TABLED [UNANIMOUS]
	Next: 5/23/2018 7:00 PM
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

ADJOURNMENT

The meeting was adjourned at 7:35 PM

Respectfully submitted by:

Cindy A. Dye, RMC, City Clerk

Minutes Acceptance: Minutes of May 9, 2018 7:00 PM (Minutes)



RESOLUTION NO. 2018-193

**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 23, 2018 the following Special Events Applications were presented for approval by the Director of Recreation:

1. Fitness in the Park
2. Pulse Ceremony Remembrance
3. Red Bull Beach Soccer
4. Quality of Life Community Get Together
5. Rose Fest
6. Wedding in Kennedy Park 6/30
7. Asbury park Fireworks
8. Wedding in Kennedy Park 7/28
9. Clean Ocean Action's Sandy Paws
10. Weddings:
 - a. Buono Sera 5/20
 - b. Buono Sera 6/2
 - c. Buono Sera 6/8
 - d. Buono Sera 5/12

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. 2018-193 which was finally adopted by the City Council at a meeting held on the 23rd day of May, 2018

CERTIFIED BY ME THIS 24th DAY OF May, 2018.

CINDY A. DYE
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: Fitness in Sunset Park

DATE(S): 6/2/18 Rain Date: N/A
HOURS OF EVENT: From 11:00 AM To: 1:00 PM

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Fireman's Park (Sunset Park)

Name of Applicant/Organization: Mayor's Wellness Committee

Address: _____

Contact: Michael Mancella Phone: _____

Fax: _____ Email: _____

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

If yes, please provide non-profit certificate

City organization

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

Physical activities for kids and adults (volleyball, relay races, jump rope)

*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 523 (2018-193 : Special Event Applications)

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: 40ADMISSION 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:Bond Street between Fifth Ave. and Sunset Ave.

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:

Utilize existing garbage cans, barricades for street closure

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

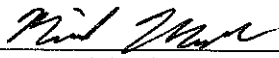
Barricades for street closureNOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

*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 Applicant5/16/18
DateMichael Manella
Print Name of Applicant

For Special Events Office Use only:

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



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 (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: Pulse Ceremony Remembrance

DATE(S): June 12 Rain Date: N/A
HOURS OF EVENT: From 7:00 To: 8:00 pm
pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Fountain Library Park

Name of Applicant/Organization: Amy Quinn, Vice-Chair of Shade Tree Commission
Address: 1 Municipal Plaza
Contact: (201) 259-7108 Phone: _____
Fax: _____ Email: _____
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 brief ceremony honoring the victims of the nightclub shooting & walking around to look at the trees that were planted by the Shade Tree honoring the victims

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 523 (2018-193 : Special Event Applications)

OVER

Packet Pg. 17

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: 25ADMISSION 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: N/A

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: Shade Environmental & Shade Tree Commission is co-sponsoring 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.

Signature of Applicant

Date

Print Name of Applicant

For Special Events Office Use only:

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

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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: RED BILL BEACH SOCCER

DATE(S): June 16, 2018 Rain Date: June 17, 2018
HOURS OF EVENT: From 12pm To: 6pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

SKIONA AVE BEACHFRONT AREA. IN FRONT OF APYC.

Name of Applicant/Organization: FOOD FOR THOUGHT BY THE SEA

Address: 1000 OCEAN AVE, ASBURY PARK, NJ 07712

Contact: MARLYN SCHLOSSBACH Phone: 732-604-9899

Fax: 732-455-3277 Email: OSTINGUERG@GMAIL.COM

Non-Profit? Yes ☐ No ☐ Tax Exempt ID Number: #20-4286096

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: A SELF
CONTAINED 6 ON 6 BEACH SOCCER FIELD. GOALS
4 SIDES TO BE SET UP.

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

Attachment: cm 523 (2018-193 : 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: 12 - 18 INSIDE THE FIELDADMISSION 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: ALL PARTICIPANTS WILL ENTER

THE FIELD THROUGH AN ENTRANCE/EXIT THAT
WILL BE MANNED BY A GROUP OF RED BULL
EMPLOYEES.

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

BEACH ACCESS FOR SOCCER PLAYERS.

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

MARILYN SCHLOSSBACH
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: Quality of Life Community Get Together

DATE(S): June 18 Rain Date: _____

HOURS OF EVENT: From 5pm To: 7pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Spruwood Park

Name of Applicant/Organization: Quality of Life Committee

Address: _____

Contact: _____ Phone: _____

Fax: _____ Email: _____

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: Community gathering with music and food trucks

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.

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: 50ADMISSION 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: _____

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH 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.

Signature of Applicant_____
Date_____
Print Name of Applicant

For Special Events Office Use only:

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

Packet Pg. 22



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
ROSE FEST

DATE(S): 6/23/18 Rain Date: 6/24/18
HOURS OF EVENT: From 2pm To: 6pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

KENNEDY PARK

Name of Applicant/Organization: Cross + Orange
Address: 508 Cookman Avenue, Asbury Park, NJ 07712
Contact: Bob Fahey Phone: (732) 361-5502
Fax: _____ Email: Cookmanrestaurantgroup@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: Rosé sampling,
Food service provided by Cross + Orange, Live music, Dog Adoptions,
Artisan market

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: 150ADMISSION CHARGE? YES ☒ NO ☐ IF YES, HOW MUCH \$40-VENDOR CHARGE? YES ☒ NO ☐ IF YES, HOW MUCH \$50-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: Kennedy Park will be fenced in; We will provide bracelets @ entrance for attendees 21+. Cross + Orange Staff will set up + Cleanup. We request ① Asbury Park Police Officer to Patrol.

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

Robert Farley
Signature of Applicant

4/25/18
Date

Robert Farley
Print Name of Applicant

For Special Events Office Use only:

Total Fees Calculated to be paid by Applicant \$ _____

Total Fees Collected \$ 250.00



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: WEDDING IN KENNEDY PARK

DATE(S): 6/30/18 Rain Date: —

HOURS OF EVENT: From _____ To: _____

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

KENNEDY PARK

Name of Applicant/Organization: Cross + Orange

Address: 508 Cookman Avenue, Asbury Park, NJ 07712

Contact: Bob Fahay Phone: (732) 361-5502

Fax: _____ Email: Cookmanrestaurantgroup@gmail.com

Non-Profit? Yes ☐ No ☒ Tax Exempt ID Number: N/A

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: Sarah + Vito's
Wedding 4pm-10pm in the park - Live Music - Food + Beverage
Service - 30x30 Tent

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: 160ADMISSION 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: Kennedy Park will be fenced in

and we request ① Asbury Park Police Officer to patrol.

Cross + Orange Staff will set up + clean up.

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


Signature of Applicant

4/25/18
Date

Robert Farney
Print Name of Applicant

For Special Events Office Use only:

Total Fees Calculated to be paid by Applicant \$ _____ Total Fees Collected \$ 250.00



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 Fireworks

DATE(S): July 4th 2018 Rain Date: _____
HOURS OF EVENT: From 9pm To: 11pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Name of Applicant/Organization: LIVunLtd acting as agent for Asbury Parnter LLC

Address: 1100 Ocean Ave. Asbury Park NJ

Contact: Sherri Capo Phone: 917-841-2597

Fax: _____ Email: scao@livunltd.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: _____

Annual 4th of July Fireworks

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

Attachment: cm 523 (2018-193 : 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: 5000ADMISSION 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: _____

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

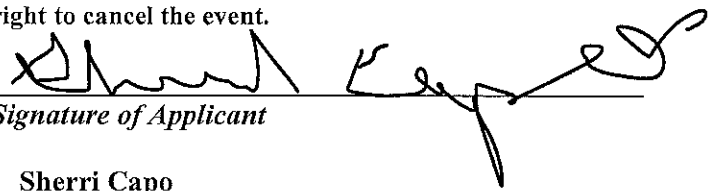
NOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

*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

5.15.2018

 Date

Sherri Capo

 Print Name of Applicant

For Special Events Office Use only:

Total Fees Calculated to be paid by Applicant \$ _____ Total Fees Collected \$ 250.00



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: WEDDING IN KENNEDY PARK

DATE(S): 7/28/18 Rain Date: _____
HOURS OF EVENT: From 5 To: 10

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

KENNEDY PARK (NORTH WEST QUADRANT)

Name of Applicant/Organization: CROSS + ORANGE

Address: 508 LOOKMAN AVE

Contact: BOB FAHEY Phone: 201-403-1082

Fax: _____ Email: bfahey53@yahoo.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:

SMALL 40 PERSON WEDDING UNDER A TENT IN KENNEDY PARK
LIVE MUSIC, FOOD & BEVERAGE SERVICE.

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 EXTENSION OF PREMISENUMBER OF PEOPLE ANTICIPATED TO ATTEND: 40ADMISSION 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 HAVE AREA TAPE OFF

AND ALL GUESTS ARE 21 + OLDER - CONFIRMED BY BRIDG +
ROOM

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

R. Felt
Signature of Applicant

5-10-18
Date

ROBERT FANTON
Print Name of Applicant

For Special Events Office Use only:

Total Fees Calculated to be paid by Applicant \$ _____ Total Fees Collected \$ 250.00



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: Clean Ocean Action's Sandy Paws

DATE(S): Saturday, Sept. 15th, 2018 Rain Date: NA

HOURS OF EVENT: From 8:00 am To: 12:00 pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Asbury Park Boardwalks (Convention Hall to 8th Ave/North Beach)

Name of Applicant/Organization: Clean Ocean Action

Address: 18 Hartshorne Drive, Ste 2, Highlands, NJ 07732

Contact: Spencer Munson Phone: 732-872-0111

Fax: 732-872-8041 Email: SMunson@cleanoceanaction.org

Non-Profit? Yes ☒ No ☐ Tax Exempt ID Number: 22-2891204

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: Sandy Paws
is a beach dog walks fundraiser, beach clean-up, and community
event for all. The main location will be held in Asbury Park
as in previous years. The funds raised will support COA's year
round programs to reduce ocean pollution in NJ + NY.

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 523 (2018-193 : 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 ☒ If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 150ADMISSION CHARGE? YES ☒ NO _____ IF YES, HOW MUCH \$ 25 donationVENDOR CHARGE? YES ☒ NO _____ IF YES, HOW MUCH \$ 100 donationWILL 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: The event will include a beach cleanup where COA will provide all supplies needed. COA will coordinate with Public works to arrange pick-up, similar to our Beach Sweeps event.

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: Beach access for participants during 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.

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*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

5/10/2018

Print Name of Applicant

Spencer Munson

For Special Events Office Use only:

Total Fees Calculated to be paid by Applicant \$ _____

Total Fees Collected \$ 50.00

ATTN: Leesha

FAX

5th Avenue
Beach**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 20, 2018 Ceremony start time: 7:00 PMSetup time: 6:00 pm (Breakdown time must be within 2 hours of the conclusion of the ceremony)Location of Ceremony: 5th Avenue BeachNames of Couple getting married: Richard J. Miller and Gregory L. WilsonAddress: PO Box 12977 City, State, Zip Code Beaumont TX 77713Day Phone: 469-371-1575 Evening Phone: 469-371-1575E-mail Address: millerrichardj@gmail.com**Other Pertinent Information**Number in wedding party: 10-15Number of people attending wedding ceremony 10-15

Will any of the following equipment be used:

PA System: yes ☒ no wireless mic and audioChairs: yes ☒ no If yes, how many Archway: yes ☒ noCanopy/tent: yes ☒ no (if larger than 30x30, a fire permit is required)may
be
1 hr.
variance

Attachment: cm 523 (2018-193 : Special Event Applications)

Other

N/A

see
attached

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.

Richard J. Miller
Signature of Applicant

5-9-2018

Date

check
mailed
to
beach
today

Cr-card info - (card copy print attached)
= 4128 0034 3585 0378
exp = 1/31/2019
on back = 692
Name = Richard J. Miller

Authorize
change
9 350.⁰⁰

For Special Events Department Use:

Wedding fee paid: \$

350.00

Date of payment

Insurance

PAID

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 2 Ceremony start time: 6pm

Setup time: 4:00 (Breakdown time must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: 6th Ave Beach

Names of Couple getting married: Claire Whitman Josh Limer

Address: 50 Maple Ave City, State, Zip Code Red Bank NJ 07701

Day Phone: 732-674-6400 Evening Phone: _____

E-mail Address: Buona Sera 50 @ aol.com

Other Pertinent Information

Number in wedding party: 10

Number of people attending wedding ceremony 140

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)

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

5/2/18
 Date

For Special Events Department Use:

Wedding fee paid: \$ 950.00

Date of payment _____

Insurance _____

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: 6/8/18 Ceremony start time: 6pm

Setup time: 4:00 (Breakdown time must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: 6th Ave Beach

Names of Couple getting married: Meghan Bradley + Joe Valene

Address: 1053 W. Park Ave City, State, Zip Code Ocean NJ 07712

Day Phone: 732-674-6400 Evening Phone: -

E-mail Address: Bvora.fera50@aol.com

Other Pertinent Information

Number in wedding party: 8

Number of people attending wedding ceremony 165

Will any of the following equipment be used:

PA System: yes no

Chairs: yes no If yes, how many

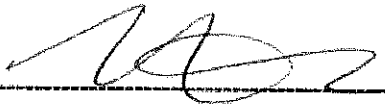
Archway: yes no

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

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

5/2/18

 Date

For Special Events Department Use:

Wedding fee paid: \$ 250.00

Date of payment _____

Insurance _____

Attachment: cm 523 (2018-193 : 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 be held no earlier than 6pm on any beach.

Wedding Date: May 12 Ceremony start time: 6pm

Setup time: 330pm (Breakdown time must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: 6th Ave

Names of Couple getting married: Kim Tomasula + Jason Snover

Address: 50 Maple Ave City, State, Zip Code Red Bank NJ 07710

Day Phone: 732-674-6400 Evening Phone: _____

E-mail Address: Budmasera50@aol.com

Other Pertinent Information

Number in wedding party: 12

Number of people attending wedding ceremony 100

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)

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

 5/2/18

 Date
For Special Events Department Use:Wedding fee paid: \$ 350.00

Date of payment _____

Insurance _____



RESOLUTION NO. 2018-194

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

RESOLUTION TO CREDIT SEWER ACCOUNT BLOCK 3306 LOT 2 302 FIRST AVENUE

WHEREAS: The Tax Collector noticed erroneous billings on the property located at 302 First Avenue, Block 3306 Lot 2 and confirmed that a discrepancy exists between the billing from New Jersey American Water Company and the City of Asbury Park for water and sewer consumption, account 10615504-0; and

WHEREAS, it was made certain that New Jersey American Water Company billed for one 1-inch meter which the City of Asbury Park billed for one 1-inch meter & three 5/8th-inch meters for greater than ten years; and

WHEREAS, it has been confirmed by the City of Asbury Park Tax Collector that there is only one 1-inch meter servicing said premise which was verified by a representative from New Jersey American Water Company; and

WHEREAS, the City of Asbury Park Tax & Sewer Department billing should credit account for one year of the overpaid quarterly demand charge of \$240.00, totaling \$960.00; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council for the City of Asbury Park authorize the Tax Collector to credit the sewer account # 10615504-0 for the 2018 2nd quarter sewer billing in the amount of \$960.00 and adjust sewer account to reflect one 1-inch meter.

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. 2018-194 which was finally adopted by the City Council at a meeting held on the 23rd day of May, 2018

CERTIFIED BY ME THIS 24th DAY OF May, 2018.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2018-195

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

RESOLUTION APPROVING OHANA KITSCHEN COMPANY 2017-2018 LIQUOR LICENSE RENEWALS

WHEREAS, on June 29, 2017, the City of Asbury Park approved liquor license 1303-32-038-006 Ohana Kitschen Company, which is in pocket status; and

WHEREAS, if a liquor license is inactive for two licensing year, the applicant must petition and affidavit to the Director to continue to maintain their inactive status; and

WHEREAS, the aforementioned liquor license has applied for the petition and is awaiting approval from the Director; and

WHEREAS, a liquor license cannot be approved by the governing body without receiving approval of the petition from the Director; and

WHEREAS, the City of Asbury Park inadvertently approved the aforementioned liquor license without the Director's approval of the petition.

WHEREAS, at the October 25, 2017 Council Meeting, the City Council rescinded liquor license 1303-32-038-006 Ohana Kitschen Company as the petition was not approved by the Director as of that date; and

WHEREAS, on March 2, 2018, the City Clerk received written confirmation from the Division of Alcohol Beverage Control that the Director has approved the petition and that liquor license 1303-32-038-006 Ohana Kitschen Company can now be approved by the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Asbury Park that liquor license 1303-32-038-006 Ohana Kitschen Company be approved.

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. 2018-195 which was finally adopted by the City Council at a meeting held on the 23rd day of May, 2018

CERTIFIED BY ME THIS 24th DAY OF May, 2018.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2018-196

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

APPOINTING MEMBERS TO THE ZONING BOARD OF ADJUSTMENT

WHEREAS, pursuant to N.J.S.A. 40:55D-69, et seq., and Section 30-22, *et seq.*, of the Asbury Park City Code, a Zoning Board of Adjustment has been established within the City consisting of seven (7) regular members and two (2) alternate members; and

WHEREAS, per Section 30-22.1 of the City Code, all regular and alternate members of the Zoning Board of Adjustment are to be appointed by the Mayor and Council; and

WHEREAS, pursuant to N.J.S.A. 40:55D-69, the terms of all members first appointed to the Zoning Board of Adjustment shall be so determined that, to the greatest practicable extent, the expiration of such terms shall be distributed, in the case of regular members, evenly over the first four years after their appointment, and in the case of alternate members, evenly over the first two years after their appointment; and

WHEREAS, thereafter, the term of each regular member shall be for four (4) years, and the term of each alternate member shall be for two (2) years; and

WHEREAS, with the above in mind, the Mayor and Council wish to make the following appointments to the Zoning Board of Adjustment, effective as of the date of this resolution.

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

1. Effective as of the date of this resolution, the following resident(s) of the City of Asbury Park is/are hereby appointed as **regular member(s)** of the Zoning Board of Adjustment, for a term of four (4) years:
 - **Jennifer Souder** - Term to expire on **December 31, 2018**
2. Effective as of January 3, 2018, the following resident(s) of the City of Asbury Park is/are hereby appointed to serve as **alternate member(s)** of the Zoning Board of Adjustment, for a term of (2) years:
 - **“Alternate No. 2”** - **Christopher Gonzales** - Term to expire on **December 31, 2018**.

3. A certified copy of this Resolution shall be provided to each of the following:

- a. Each Appointee referenced above.
- b. Zoning Board of Adjustment Secretary.
- c. Michael N. Capabianco, City Manager.

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. 2018-196 which was finally adopted by the City Council at a meeting held on the 23rd day of May, 2018

CERTIFIED BY ME THIS 24th DAY OF May, 2018.

CINDY A. DYE
CITY CLERK

**RESOLUTION NO. 2018-197**

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

**RESOLUTION AUTHORIZING THE DISPOSITION OF SURPLUS PROPERTY -
ELECTRONICS**

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

WHEREAS, it is the desire of the Mayor and City Council to declare the attached list as property as surplus; and

WHEREAS, a copy of the final sale or destruction of property shall be provided to the CFO to be removed from the Fixed Asset inventory and the Risk Manager for removal from the insurance schedule; and

WHEREAS, the equipment will be auctioned on GovDeals.com.

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

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. 2018-197 which was finally adopted by the City Council at a meeting held on the 23rd day of May, 2018

CERTIFIED BY ME THIS 24th DAY OF May, 2018.

CINDY A. DYE
CITY CLERK

Dell Vostro 260 Desktop Computer – NO HDD
 HP Compaq 6200 Pro Desktop Computer – NO HDD
 Cisco ASA 5505 – Presumed working, wiped to factory defaults.
 2x Cisco 3550 24-Port POE Switches – Presumed Working, wiped to factory defaults
 Cisco Catalyst 2950 24-Port Switch - Presumed Working, wiped to factory defaults
 3x Polycom Soundpoint IP 650 VOIP Phone – Factory wiped
 4x Polycom Soundpoint IP 601 VOIP Phone - Factory wiped
 Polycom Soundpoint IP 335 VOIP Phone - Factory wiped
 Polycom Soundpoint IP 550 VOIP Phone – Factory wiped
 3x Cisco 7960 VOIP Phones – Unknown working condition.
 Netgear FS105 5-Port Switch - Presumed Working
 Verizon FiOS Actiontec MI424WR Modem/Router - Presumed Working, wiped to factory defaults
 Linksys PAP2T VOIP Adapter - Presumed Working, wiped to factory defaults
 Sonicwall TZ200 Firewall - Presumed Working, wiped to factory defaults
 Dell Subwoofer w/ Speakers
 2x Netgate Unknown Model Gateways
 TAD-425 Cassette Answering Machine
 2x Tenda W316R Wireless-N Routers
 Tenda S105 Fast Ethernet Switch
 Netgear WGR614 v8 Wireless Router
 Asus GX1008B v3 Switch
 Brother DR-400/TN-460 Drum/Toner
 Zonet ZFS3016 16-Port 10/100 Ethernet Switch (no power cord)
 Dell Vostro 200 – No HDD – Unknown Working condition
 2x MP C6003 Waster Toner Bottle
 2x MP C6003 Toner – Yellow
 2x MP C6003 Toner – Cyan
 2x MP C6003 Toner – Red
 MP C6003 Toner – Black

**RESOLUTION NO. 2018-198**

**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 \$1,097,338.16

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

CURRENT VOUCHERS	\$ <u>1,097,338.16</u>
------------------	------------------------

TOTAL VOUCHERS	\$ <u>1,097,338.16</u>
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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. 2018-198 which was finally adopted by the City Council at a meeting held on the 23rd day of May, 2018

CERTIFIED BY ME THIS 24th DAY OF May, 2018.

CINDY A. DYE
CITY CLERK

May 17, 2018
09:52 AM

CITY OF ASBURY PARK
Bill List By Budget Account

Page 1 of 1
3.1.1.a

P.O. Type: Contract Print Alpha, Revenue, & G/L Accounts: Y Open: N Void: N Paid: N
Format: Condensed Held: Y Aprv: N Rcvd: Y
Range: 7-First to 8-Last Bid: Y State: Y Other: Y Exempt: Y
Rcvd Batch Id Range: First to Last Include Non-Budgeted: Y
Department Page Break: No Subtotal CAFR: Yes Subtotal Department: Yes Subtotal Extd: Yes

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

7-01-20-100-000-209	ADMINISTRATION Fees					
CLACAN	CLARKE CATON & HINTZ	18-01514	Services through November 2017	1,975.80	0.00	
	Extd Total: ADMINISTRATION			1,975.80		
	Department Total: ADMINISTRATION			1,975.80		

Department: FINANCIAL ADMINISTRATION
Extd: FINANCIAL ADMINISTRATION

7-01-20-130-000-201	FINANCE General Plant					
DEALL	DEAL LAKE VILLAGE GARDENS COND	18-00836	4th Q 2017 lighting/trash	1,221.66	0.00	
	Extd Total: FINANCIAL ADMINISTRATION			1,221.66		
	Department Total: FINANCIAL ADMINISTRATION			1,221.66		
	CAFR Total:			3,197.46		

Department: FIRE DEPARTMENT
Extd: FIRE DEPARTMENT

7-01-25-265-000-203	FIRE DEPT. Motor Vehicle					
FIRPRI	FIRST PRIORITY EMERGENCY	17-04410	Engine Repairs	6,920.90	0.00	
7-01-25-265-000-207	FIRE DEPT. Clothing Allowance					
ALLHAN	ALL HANDS FIRE EQUIPMENT, LLC	17-03371	Blanket PO not to exceed	900.00	0.00	B
ALLHAN	ALL HANDS FIRE EQUIPMENT, LLC	18-01423	Inv 11642 (2017 cloth allow)	884.00	0.00	
				1,784.00		

Extd Total: FIRE DEPARTMENT	8,704.90
Department Total: FIRE DEPARTMENT	8,704.90
CAFR Total:	8,704.90

Department: BUILDINGS & GROUNDS
Extd: BUILDINGS & GROUNDS

7-01-26-310-000-201	BUILDING & GND General Plant					
HKEE	H. KEE'S & SONS, INC.	17-03362	Quote: Sections, Posts, etc	850.00	0.00	
	Extd Total: BUILDINGS & GROUNDS			850.00		
	Department Total: BUILDINGS & GROUNDS			850.00		
	CAFR Total:			850.00		

Attachment: Bill List 5-23 (2018-198 : Payment of Bills)

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:					
7-01-55-001-000-005	PILOT \$ DUE TO COUNTY					
TRECTY	TREASURER CTY OF MONMOUTH	18-01482	1st Quarter 18 Pilot	4,582.17	0.00	
	Extd Total:		TAXES PAYABLE:	4,582.17		
	Department Total:		TAXES PAYABLE:	4,582.17		
	CAFR Total:		CURRENT FUND NON BUDGET ACCTS:	4,582.17		
	Fund Total:		CURRENT	17,334.53		
Fund:	BEACH					
Department:	BEACH UTILITY O/E: OTHER EXPENSES:					
Extd:	BEACH UTILITY O/E: OTHER EXPENSES:					
7-05-55-502-000-201	BEACH UTILITY O/E: General Plant					
TMASSO	T & M ASSOCIATES	17-02979	Reso 2017-205 Public Access	352.50	0.00	B
TMASSO	T & M ASSOCIATES	17-04005	LAF333596	3,252.44	0.00	B
				3,604.94		
	Extd Total:		BEACH UTILITY O/E: OTHER EXPENSES:	3,604.94		
	Department Total:		BEACH UTILITY O/E: OTHER EXPENSES:	3,604.94		
	CAFR Total:			3,604.94		
	Fund Total:		BEACH	3,604.94		
Fund:	SEWER UTILITY: BUDGET:					
Department:	SEWER UTILITY O/E: OTHER EXPENSES:					
Extd:	SEWER UTILITY O/E: OTHER EXPENSES:					
7-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
EVOWAT	EVOQUA WATER TECHNOLOGIES	17-04116	VMXM & Internal Screening, etc	2,250.00	0.00	
	Extd Total:		SEWER UTILITY O/E: OTHER EXPENSES:	2,250.00		
	Department Total:		SEWER UTILITY O/E: OTHER EXPENSES:	2,250.00		
	CAFR Total:			2,250.00		
	Fund Total:		SEWER UTILITY: BUDGET:	2,250.00		
	Year Total:			23,189.47		
Fund:	CURRENT					
Department:	ADMINISTRATION					
Extd:	ADMINISTRATION					
8-01-20-100-000-201	ADMINISTRATION General Plant					
SHIINT	SHI INTERNATIONAL CORP	18-01400	Q#15199691 BATTERY BACK UPS	77.00	0.00	
CLACAN	CLARKE CATON & HINTZ	18-01515	Services through Jan-Feb 2018	7,631.00	0.00	
WATSPR	WATCHUNG SPRING WATER CO., INC.	18-01516	Service period 3-15-18-4-11-18	82.67	0.00	
VERIZON	VERIZON WIRELESS	18-01546	#9806071086:3/26-4/25	123.41	0.00	
				7,914.08		
8-01-20-100-000-202	ADMINISTRATION Office Supplies					
STAPLE	STAPLES ADVANTAGE	18-01328	easels	43.58	0.00	

Attachment: Bill List 5-23 (2018-198 : Payment of Bills)

May 17, 2018
09:52 AM

CITY OF ASBURY PARK
Bill List By Budget Account

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Page No. 5

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
8-01-20-100-000-202	ADMINISTRATION Office Supplies	Continued				
STAPLE STAPLES ADVANTAGE	18-01354 office supplies			170.53	0.00	
				214.11		
8-01-20-100-000-209	ADMINISTRATION Fees					
ATLTOM ATLANTIC TOMORROWS OFFICE GPO	18-01432 #CNIN750562:SVC.1/1-3/31/18			1,315.71	0.00	
	Extd Total: ADMINISTRATION			9,443.90		
	Department Total: ADMINISTRATION			9,443.90		
Department: MAYOR & COUNCIL						
Extd: MAYOR & COUNCIL						
8-01-20-110-000-299	MAYOR & COUNCIL Misc.					
CRAPRI CRAFTMASTER PRINTING, INC.	18-01408 banner for sunset lake			95.00	0.00	
	Extd Total: MAYOR & COUNCIL			95.00		
	Department Total: MAYOR & COUNCIL			95.00		
Department: MUNICIPAL CLERK						
Extd: MUNICIPAL CLERK						
8-01-20-120-000-201	MUNICIPAL CLERK General Plant					
SHIINT SHI INTERNATIONAL CORP	18-01400 Q#15199691 BATTERY BACK UPS			77.00	0.00	
8-01-20-120-000-202	MUNICIPAL CLERK Office Supplies					
PFPEIT P.F.PETTIBONE & CO.	18-01349 #1741-Minute Books \$706.95			706.95	0.00	
	Extd Total: MUNICIPAL CLERK			783.95		
	Department Total: MUNICIPAL CLERK			783.95		
Department: FINANCIAL ADMINISTRATION						
Extd: FINANCIAL ADMINISTRATION						
8-01-20-130-000-201	FINANCE General Plant					
SHIINT SHI INTERNATIONAL CORP	18-01400 Q#15199691 BATTERY BACK UPS			308.00	0.00	
ATLTOM ATLANTIC TOMORROWS OFFICE GPO	18-01432 #CNIN750562:SVC.1/1-3/31/18			1,365.16	0.00	
				1,673.16		
8-01-20-130-000-202	FINANCE Office Supplies					
CRAPRI CRAFTMASTER PRINTING, INC.	18-01300 REPORT OF ABSENCES FORMS			598.00	0.00	
8-01-20-130-000-212	FINANCE Dues,Subscript.					
GFOA G.F.O.A. OF NJ	18-01358 2018 MEMEBRSHIP DUE T.LIZARDI			90.00	0.00	
8-01-20-130-000-222	FINANCE Training					
NJLEAMUN NJ LEAGUE OF MUNICIPALITIES MA	18-01533 6/15/18 Mini 1 Day Conference			110.00	0.00	
	Extd Total: FINANCIAL ADMINISTRATION			2,471.16		
	Department Total: FINANCIAL ADMINISTRATION			2,471.16		

Attachment: Bill List 5-23 (2018-198 : Payment of Bills)

May 17, 2018
09:52 AM

CITY OF ASBURY PARK
Bill List By Budget Account

Page 3.1.1.a

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: COMPUTERIZED DATA PROCESSING Extd: COMPUTERIZED DATA PROCESSING						
8-01-20-140-000-218	COMPUTERIZED DATA PROC. Contract Service			663.00	0.00	
SHIINT	SHI INTERNATIONAL CORP	18-01350 Q	15178058,15155081,15139760			
				663.00		
	Extd Total: COMPUTERIZED DATA PROCESSING			663.00		
	Department Total: COMPUTERIZED DATA PROCESSING					
Department: TAX REVENUE ADMINISTRATION Extd: TAX REVENUE ADMINISTRATION						
8-01-20-145-000-202	TAX REV ADMIN Office Supplies			102.70	0.00	
STAPLE	STAPLES ADVANTAGE	18-01177	Office supplies 3/28/18	462.00	0.00	
SHIINT	SHI INTERNATIONAL CORP	18-01400 Q#15199691	BATTERY BACK UPS	564.70		
				600.00	0.00	
8-01-20-145-000-209	TAX REV ADMIN Fees			124.07	0.00	
HLSYS	H&L SYSTEMS, INC.	18-01269	Software Maintenance 4/02/18	724.07		
ATLTOM	ATLANTIC TOMORROWS OFFICE GPO	18-01432 #CNIN750562:SVC.1/1-3/31/18				
				710.00	0.00	
8-01-20-145-000-216	TAX REV ADMIN Supplies-Compu.					
CLAPRI	CLAYTON PRINTING, LLC	18-01187 #	10 Window Envelopes	1,998.77		
				1,998.77		
	Extd Total: TAX REVENUE ADMINISTRATION					
	Department Total: TAX REVENUE ADMINISTRATION					
Department: TAX ASSESSOR Extd: TAX ASSESSOR						
8-01-20-150-000-209	TAX ASSESSOR Fees			5,335.00	0.00	
HARHAU	HARRY HAUSHALTER	18-01481	Haushalter March 2018			
				5,335.00		
	Extd Total: TAX ASSESSOR			5,335.00		
	Department Total: TAX ASSESSOR					
Department: DIRECTOR OF COMMUNICATIONS Extd: DIRECTOR OF COMMUNICATIONS						
8-01-20-151-000-299	DIRECTOR OF COMMUNICATIONS - Misc Exp			33.92	0.00	
VERIZON	VERIZON WIRELESS	18-01546 #9806071086:3/26-4/25				
				33.92		
	Extd Total: DIRECTOR OF COMMUNICATIONS			33.92		
	Department Total: DIRECTOR OF COMMUNICATIONS					
Department: LEGAL SERVICES Extd: LEGAL SERVICES						
8-01-20-155-000-209	LEGAL SERVICES Fees			17.50	0.00	
ANSZAR	ANSELL, GRIMM & AARON, P.C.	18-01457 #410773:	REDEVELOPMENT AGENCY			

Attachment: Bill List 5-23 (2018-198 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
8-01-20-155-000-209	LEGAL SERVICES Fees		Continued			
MARFAL MARAZITI FALCON, LLP		18-01501	Services for March 2018	460.00	0.00	
				477.50		
	Extd Total: LEGAL SERVICES			477.50		
	Department Total: LEGAL SERVICES			477.50		
Department: CABLE TV ADVISORY COMMITTEE						
Extd: CABLE TV ADVISORY COMMITTEE						
8-01-20-162-000-299	CABLE TV ADVISORY COMMITTEE - MISC EXP					
VERIZON VERIZON WIRELESS		18-01580	Monthly Bill	104.99	0.00	
	Extd Total: CABLE TV ADVISORY COMMITTEE			104.99		
	Department Total: CABLE TV ADVISORY COMMITTEE			104.99		
Department: ENGINEERING SERVICES						
Extd: ENGINEERING SERVICES						
8-01-20-165-000-209	ENGINEERING SERVICES Fees					
FREPAR FRENCH & PARRELLO		18-01520	Services through March 24, 2018	580.00	0.00	
TMASSO T & M ASSOCIATES		18-01589	Laf344027 General Engineering	3,066.00	0.00	
				3,646.00		
	Extd Total: ENGINEERING SERVICES			3,646.00		
	Department Total: ENGINEERING SERVICES			3,646.00		
	CAFR Total:			25,053.19		
Department: Planning Department						
Extd: Planning Department						
8-01-21-179-000-201	Planning Dept. General Plant					
GASFAM GASKOS FAMILY FARM		18-01415	Art Park Plants	1,262.64	0.00	
MONARCH MONARCH ELECTRIC COMPANY		18-01425	invoice 113691	21.72	0.00	
ATLTOM ATLANTIC TOMORROWS OFFICE GPO		18-01432	#CNIN750562:SVC.1/1-3/31/18	495.57	0.00	
SUFFREDI SUFFOLK REDI-MIX		18-01531	#50848 Concrete 4000, etc 4/13	878.50	0.00	
VERIZON VERIZON WIRELESS		18-01546	#9806071086:3/26-4/25	84.06	0.00	
				2,742.49		
	Extd Total: Planning Department			2,742.49		
	Department Total: Planning Department			2,742.49		
Department: PLANNING BOARD						
Extd: PLANNING BOARD						
8-01-21-180-000-201	PLANNING BOARD General Plant					
NEWJER NEW JERSEY PLANNING OFFICIALS		18-01372	Mand. Board Member training	292.50	0.00	
CLACAN CLARKE CATON & HINTZ		18-01534	CCH Invoices Feb 2018	150.00	0.00	

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8-01-21-180-000-201 JACSER JACK A. SERPICO	PLANNING BOARD General Plant	18-01537	Continued Serpico PB2018-03 Invoices	1,362.50 1,805.00	0.00	
	Extd Total: PLANNING BOARD			1,805.00		
	Department Total: PLANNING BOARD			1,805.00		
Department: ZONING BOARD OF ADJUSTMENT						
Extd: ZONING BOARD OF ADJUSTMENT						
8-01-21-185-000-209 NEWJER NEW JERSEY PLANNING OFFICIALS JACSER JACK A. SERPICO	ZONING BOARD Fees	18-01372	Mand. Board Member training	322.50	0.00	
		18-01529	Inv. ZB-201801- Gen ZB Matters	1,775.00	0.00	
				2,097.50		
	Extd Total: ZONING BOARD OF ADJUSTMENT			2,097.50		
	Department Total: ZONING BOARD OF ADJUSTMENT			2,097.50		
	CAFR Total:			6,644.99		
Department: CODE ENFORCEMENT AND ADMIN.						
Extd: CODE ENFORCEMENT AND ADMIN.						
8-01-22-195-000-299 VERIZON VERIZON WIRELESS	CODE ENFORCE Misc.	18-01546	#9806071086:3/26-4/25	394.27	0.00	
	Extd Total: CODE ENFORCEMENT AND ADMIN.			394.27		
	Department Total: CODE ENFORCEMENT AND ADMIN.			394.27		
Department: CONSTRUCTION CODE OFFICIAL						
Extd: CONSTRUCTION CODE OFFICIAL						
8-01-22-200-000-299 SHIINT SHI INTERNATIONAL CORP ATLTOM ATLANTIC TOMORROWS OFFICE GPO WBMASON W.B.MASON CO., INC. VERIZON VERIZON WIRELESS	CONSTRUCTION CODE Misc. (In Cap)	18-01400	Q#15199691 BATTERY BACK UPS	154.00	0.00	
		18-01432	#CNIN750562:SVC.1/1-3/31/18	654.70	0.00	
		18-01544	OFFICE SUPPLIES	122.89	0.00	
		18-01546	#9806071086:3/26-4/25	320.88	0.00	
				1,252.47		
	Extd Total: CONSTRUCTION CODE OFFICIAL			1,252.47		
	Department Total: CONSTRUCTION CODE OFFICIAL			1,252.47		
	CAFR Total:			1,646.74		
Department: UNEMPLOYMENT INSURANCE						
Extd: UNEMPLOYMENT INSURANCE						
8-01-23-225-000-209 NJLABO NJ DEPT.OF LABOR:DIV.OF EMPLOY	UNEMPLOYMENT INSURANCE Fees	18-01536	1STQ-2018 UNEMPLOYMENT CHARGES	18,245.89	0.00	
	Extd Total: UNEMPLOYMENT INSURANCE			18,245.89		
	Department Total: UNEMPLOYMENT INSURANCE			18,245.89		
	CAFR Total:			18,245.89		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: POLICE DEPARTMENT						
Extd: POLICE DEPARTMENT						
8-01-25-240-000-201	POLICE General Plant					
LANASO	LANIGAN ASSOCIATES. INC.	18-00665	Academy/Regular Herline Valcin	500.00	0.00	
MONTRA	MON.CTY.TRAFFIC OFFICERS ASSOC	18-01324	Annual Membership Dues 2018	35.00	0.00	
SHIINT	SHI INTERNATIONAL CORP	18-01400	Q#15199691 BATTERY BACK UPS	616.00	0.00	
CRAPRI	CRAFTMASTER PRINTING, INC.	18-01441	#10593 (40) AP Municipal	145.20	0.00	
WATSPR	WATCHUNG SPRING WATER CO.,INC.	18-01507	#8579093 (6) Bottles Water &	56.93	0.00	
COUTOW	Country and Town Jewelers LLC	18-01680	Estimate to replace (1) Pair	1,200.00	0.00	
				2,553.13		
8-01-25-240-000-203	POLICE Motor Vehicle					
EDWTIR	EDWARDS TIRE CO.	18-00198	Blanket Tire Repair	266.04	0.00	B
NATPAR	NATIONAL PARTS SUPPLY, INC.	18-01234	Blanket Car Maintenance	1,145.36	0.00	B
RICAUT	RICH'S AUTO BODY	18-01504	#10758 Changed Flat Car 16	20.00	0.00	
				1,431.40		
8-01-25-240-000-216	POLICE Supplies-Compu.					
WIRCOM	WIRELESS COMMUNICATIONS &	18-01440	#M21630 MK3 SSD Reader	245.00	0.00	
8-01-25-240-000-218	POLICE Contract.Serv.					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	18-01390	Inv #18726-03 Payment 3 of 60	515.72	0.00	
VERZON	VERIZON BUSINESS	18-01502	#201z02871812131Y Current	1,608.70	0.00	
VERIZON	VERIZON WIRELESS	18-01503	#9805643082 Current Charges	818.75	0.00	
VERIZON	VERIZON WIRELESS	18-01546	#9806071086:3/26-4/25	203.20	0.00	
				3,146.37		
Extd Total: POLICE DEPARTMENT				7,375.90		
Department Total: POLICE DEPARTMENT				7,375.90		
Department: FIRE DEPARTMENT						
Extd: FIRE DEPARTMENT						
8-01-25-265-000-201	FIRE DEPT. General Plant					
NJCHIE	NJ CAREER FIRE CHIEFS ASSOC.	18-00382	2018 member registration	375.00	0.00	
COUCLE	COUNTRY CLEAN	18-00745	Blanket PO not to exceed	479.09	0.00	B
VERIZON	VERIZON WIRELESS	18-01546	#9806071086:3/26-4/25	1,479.11	0.00	
				2,333.20		
8-01-25-265-000-218	FIRE DEPT. Contract.Serv.					
ATLTOM	ATLANTIC TOMORROWS OFFICE GPO	18-01432	#CNIN750562:SVC.1/1-3/31/18	49.64	0.00	
Extd Total: FIRE DEPARTMENT				2,382.84		
Extd: FIRE HYDRANT						
8-01-25-265-266-299	FIRE HYDRANT Misc.					
NJAMER	N.J. AMERICAN WATER CO.	18-01629	ACCT #1018-210026567043	15,507.12	0.00	
Extd Total: FIRE HYDRANT				15,507.12		
Department Total: FIRE DEPARTMENT				17,889.96		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: MUNICIPAL PROSECUTOR						
Extd: MUNICIPAL PROSECUTOR						
8-01-25-275-000-202	PROSECUTOR Fees					
GRAMAR	Grace Marmero Monmouth LLP	18-01558	4/6/18 ALTERNATE PROSECUTOR	360.00	0.00	
	Extd Total: MUNICIPAL PROSECUTOR			360.00		
	Department Total: MUNICIPAL PROSECUTOR			360.00		
	CAFR Total:			25,625.86		
Department: STREETS & ROADS MAINTENANCE						
Extd: STREETS & ROADS MAINTENANCE						
8-01-26-290-000-201	STREETS & ROAD General Plant					
THEHAR	THE HARDWARE STORE	18-00139	Various Tools, Material, etc	166.86	0.00	B
MONARCH	MONARCH ELECTRIC COMPANY	18-00290	Various Material, Parts, etc	78.80	0.00	B
STASUP	STANDARD SUPPLY CO. INC.	18-00372	Various Supplies, Tools, etc	1,023.69	0.00	B
SHEWIL	SHERWIN WILLIAMS	18-00473	Various Supplies, Tools, etc	125.63	0.00	B
STAVOLA	STAVOLA COMPANIES	18-00789	Cold Patch, HM Asphalt, etc	339.03	0.00	B
ATLTOM	ATLANTIC TOMORROWS OFFICE GPO	18-01432	#CNIN750562:SVC.1/1-3/31/18	81.97	0.00	
STAVOLA	STAVOLA COMPANIES	18-01494	#103351 Hot Mixed Asphalt	563.55	0.00	
STAVOLA	STAVOLA COMPANIES	18-01553	#106810 Hot Mixed Asphalt 4/17	133.25	0.00	
				2,512.78		
8-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
THEHAR	THE HARDWARE STORE	18-00141	Various Tools, Material, etc	60.07	0.00	B
NATPAR	NATIONAL PARTS SUPPLY, INC.	18-00144	Material, Parts, Tools, etc	361.75	0.00	B
ALLDIE	ALLIED DIESEL SERVICE CORP.	18-00148	Various Material, Parts, etc	474.80	0.00	B
ODBCOM	ODB COMPANY	18-01315	Q# 0120269 Elgin Brooms	1,030.00	0.00	
NATPAR	NATIONAL PARTS SUPPLY, INC.	18-01341	Material, Parts, Tools, etc	381.60	0.00	B
EDWTIR	EDWARDS TIRE CO.	18-01380	Q# 384772 Turf Trac RS TL Tire	253.42	0.00	
NATPAR	NATIONAL PARTS SUPPLY, INC.	18-01409	Quote for Transmission Fluid	1,967.00	0.00	
RHSPRI	R&H SPRING & TRUCK REPAIR, INC.	18-01413	Quote #36026 Labor and Parts	1,683.82	0.00	
NORSWE	NORTHEAST SWEEPERS & RENTALS,	18-01550	Q#1157 Deflector Plate, etc	682.55	0.00	
				6,895.01		
8-01-26-290-000-210	STREETS & ROAD Network Fleet					
NETWOR	NETWORKFLEET, INC.	18-01424	#MINS0034357 Swap - Standard	65.00	0.00	
NETWOR	NETWORKFLEET, INC.	18-01478	#1373050 Monthly Bundled	2,723.00	0.00	
				2,788.00		
8-01-26-290-000-211	STREETS & ROAD Traffic					
THEHAR	THE HARDWARE STORE	18-01108	Supplies for Parking Utility	60.54	0.00	B
8-01-26-290-000-218	STREETS & ROAD Contract.Serv.					
PRESPE	PREVENTION SPECIALISTS, INC.	18-01458	INV #26430 4/17/18 TESTING	204.00	0.00	
VERIZON	VERIZON WIRELESS	18-01546	#9806071086:3/26-4/25	670.12	0.00	
				874.12		
	Extd Total: STREETS & ROADS MAINTENANCE			13,130.45		
	Department Total: STREETS & ROADS MAINTENANCE			13,130.45		

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Department: SOLID WASTE COLLECTION						
Extd: SOLID WASTE COLLECTION						
8-01-26-305-000-209 SOLID WASTE Fees						
RUBREC	RUBBERCYCLE LLC	18-00133	Disposal of Tires, Delivered	201.00	0.00	B
DELDEM	DELISA DEMOLITION, INC.	18-01075		1,719.64	0.00	B
DELDEM	DELISA DEMOLITION, INC.	18-01143	Account #3511 - Tipping Fees	27,200.24	0.00	B
OHAG	GLENN O'HAGAN-APPEGATE	18-01451	#Ap04132018 Raw Leaves 4/10-13	388.00	0.00	
				29,508.88		
8-01-26-305-000-218 SOLID WASTE Contract.Serv.						
DELDEM	DELISA DEMOLITION, INC.	18-01466	#134398 Monthly Service - May	36,333.33	0.00	
Extd Total: SOLID WASTE COLLECTION				65,842.21		
Department Total: SOLID WASTE COLLECTION				65,842.21		
Department: BUILDINGS & GROUNDS						
Extd: BUILDINGS & GROUNDS						
8-01-26-310-000-201 BUILDING & GND General Plant						
THEHAR	THE HARDWARE STORE	18-00140	Various Tools, Material, etc	185.64	0.00	B
MONARCH	MONARCH ELECTRIC COMPANY	18-00289	Various Material, Parts, etc	250.91	0.00	B
STASUP	STANDARD SUPPLY CO. INC.	18-00373	Various Supplies, Tools, etc	243.50	0.00	B
STASUP	STANDARD SUPPLY CO. INC.	18-01168	Proposal: PreFinish Birch Door	565.00	0.00	
				1,245.05		
Extd Total: BUILDINGS & GROUNDS				1,245.05		
Department Total: BUILDINGS & GROUNDS				1,245.05		
CAFR Total:				80,217.71		
Department: SOCIAL SERVICES:						
Extd: SOCIAL SERVICES:						
8-01-27-345-000-201 SOCIAL SERVICES General Plant						
VERIZON	VERIZON WIRELESS	18-01546	#9806071086:3/26-4/25	143.71	0.00	
Extd Total: SOCIAL SERVICES:				143.71		
Department Total: SOCIAL SERVICES:				143.71		
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
8-01-27-350-000-201 SENIOR CENTER General Plant						
VERIZON	VERIZON WIRELESS	18-01546	#9806071086:3/26-4/25	84.06	0.00	
Extd Total: SENIOR CENTER				84.06		
Department Total: SENIOR CENTER				84.06		
CAFR Total:				227.77		

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Department: RECREATION SERVICES & PROGRAM						
Extd: RECREATION SERVICES & PROGRAM						
8-01-28-370-000-299 RECREATION Misc.						
LIFSTO	LIFE STORAGE #448	18-01467	annual fee for unit #230	2,580.00	0.00	
THEHAR	THE HARDWARE STORE	18-01468	Lights for the Rodeo	135.96	0.00	
RKEATH	RKE ATHLETIC	18-01484	summer basketball youth league	120.00	0.00	
VERIZON	VERIZON WIRELESS	18-01546	#9806071086:3/26-4/25	51.79	0.00	
CRAPRI	CRAFTMASTER PRINTING, INC.	18-01551	summer camp flyers	300.00	0.00	
				<u>3,187.75</u>		
	Extd Total: RECREATION SERVICES & PROGRAM			3,187.75		
	Department Total: RECREATION SERVICES & PROGRAM			3,187.75		
	CAFR Total:			3,187.75		
Department: LIGHTING						
Extd: LIGHT, HEAT & POWER						
8-01-31-435-435-299 LIGHT, HEAT & POWER Misc.						
JCPL	JCPL	18-01525	100 103 461 107 3/27-4/24/18	7,959.22	0.00	
JCPL	JCPL	18-01627	Master Account May 2018	1,349.67	0.00	
NJAMER	N.J. AMERICAN WATER CO.	18-01629	ACCT #1018-210026567043	941.66	0.00	
				<u>10,250.55</u>		
	Extd Total: LIGHT, HEAT & POWER			10,250.55		
Extd: STREET&TRAFFIC LIGHTING						
8-01-31-435-436-299 STREET&TRAFFIC LIGHTING Misc.						
JCPL	JCPL	18-01524	100 038 407 597 3/27-4/24/18	2,898.46	0.00	
JCPL	JCPL	18-01548	100 126 921 095 3/28-4/25/18	152.21	0.00	
				<u>3,050.67</u>		
	Extd Total: STREET&TRAFFIC LIGHTING			3,050.67		
	Department Total: LIGHTING			13,301.22		
Department: GASOLINE						
Extd: GASOLINE						
8-01-31-460-000-299 GASOLINE Misc.						
ALLOIL	ALLIED OIL, LLC	18-00238	Diesel Fuel, delivered	1,269.90	0.00	B
ALLOIL	ALLIED OIL, LLC	18-01084	Unleaded Fuel, delivered	5,725.35	0.00	B
				<u>6,995.25</u>		
	Extd Total: GASOLINE			6,995.25		
	Department Total: GASOLINE			6,995.25		
	CAFR Total:			20,296.47		
Department: MUNICIPAL COURT						
Extd: MUNICIPAL COURT						
8-01-43-490-000-201 MUNIC COURT General Plant						
ATLTOM	ATLANTIC TOMORROWS OFFICE GPO	18-01432	#CNIN750562:SVC.1/1-3/31/18	40.32	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
8-01-43-490-000-202	MUNIC COURT Office Supplies					
GREFIN	GREATAMERICA FINANCIAL SVCS.	18-01270	april 2018 mail machine	145.00	0.00	
WBMASON	W.B.MASON CO., INC.	18-01428	Inv #154567836 supplies	251.72	0.00	
				396.72		
8-01-43-490-000-245	MUNIC COURT Interpreter					
BEACRA	BEATRIZ C. CRANEY	18-01427	interpreter 4/13/18	120.00	0.00	
BEACRA	BEATRIZ C. CRANEY	18-01431	interpreter 4/20/18	300.00	0.00	
				420.00		
	Extd Total: MUNICIPAL COURT			857.04		
	Department Total: MUNICIPAL COURT			857.04		
	CAFR Total:			857.04		
CAFR:	CURRENT FUND NON BUDGET ACCTS:					
Department:	TAXES PAYABLE:					
Extd:	TAXES PAYABLE:					
8-01-55-001-000-005	PILOT \$ DUE TO COUNTY					
TRECTY	TREASURER CTY OF MONMOUTH	18-01482	1st Quarter 18 Pilot	33,198.77	0.00	
8-01-55-001-000-026	Reserve for Fire House Repairs					
TMASSO	T & M ASSOCIATES	18-01673	LAF 344020 Rehab Fire Doors	3,416.93	0.00	
	Extd Total: TAXES PAYABLE:			36,615.70		
	Department Total: TAXES PAYABLE:			36,615.70		
	CAFR Total: CURRENT FUND NON BUDGET ACCTS:			36,615.70		
	Fund Total: CURRENT			218,619.11		
Fund:	BEACH					
Department:	BEACH UTILITY O/E: OTHER EXPENSES:					
Extd:	BEACH UTILITY O/E: OTHER EXPENSES:					
8-05-55-502-000-201	BEACH UTILITY O/E: General Plant					
THEHAR	THE HARDWARE STORE	18-00340	various Supplies, Tools, etc	236.32	0.00	B
STASUP	STANDARD SUPPLY CO. INC.	18-00374	various Supplies, Tools, etc	60.67	0.00	B
JAEUM	JAEGER LUMBER & SUPPLY COMPANY	18-00376	various Material, Tools, etc	49.70	0.00	B
VERIZON	VERIZON WIRELESS	18-01546	#9806071086:3/26-4/25	128.27	0.00	
				474.96		
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			474.96		
	Department Total: BEACH UTILITY O/E: OTHER EXPENSES:			474.96		
8-05-55-503-000-302	BEACH UTILITY O/E: Unemployment					
NJLABO	NJ DEPT.OF LABOR:DIV.OF EMPLOY	18-01536	1STQ-2018 UNEMPLOYMENT CHARGES	17,188.62	0.00	
	Extd Total:			17,188.62		
	Department Total:			17,188.62		
	CAFR Total:			17,663.58		
	Fund Total: BEACH			17,663.58		

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Fund: PARKING UTILITY: BUDGET:						
Department: PARKING UTILITY O/E: OTHER EXPENSES:						
Extd: PARKING UTILITY O/E: OTHER EXPENSES:						
8-06-55-502-000-201	PARKING UTILITY O/E: General Plant					
MOTALL	MOTOROLA C/O ALLCOMM TECH.	18-01060	Batteries & Belt Clips	589.00	0.00	
IPSGRO	IPS GROUP, INC.	18-01376	#32466 Monthly DMS March 2018	4,914.00	0.00	
GLESUP	GLENCO SUPPLY INC.	18-01377	Back-In Parking Signs (3)	180.00	0.00	
NATPAR	NATIONAL PARTS SUPPLY, INC.	18-01453	#14-01558,14-03445,14-01893,	427.28	0.00	
STASUP	STANDARD SUPPLY CO. INC.	18-01487	Lumber-Parking Office Shelves	50.64	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	18-01489	#19027-2 Copier for Parking	135.31	0.00	
CABLE	CABLEVISION OF NYC	18-01490	#07866-196915-01-3 Apr 2018	181.60	0.00	
ATTMOB	AT&T MOBILITY	18-01542	#287260245452 April 2018	232.44	0.00	
				6,710.27		
	Extd Total: PARKING UTILITY O/E: OTHER EXPENSES:			6,710.27		
	Department Total: PARKING UTILITY O/E: OTHER EXPENSES:			6,710.27		
	CAFR Total:			6,710.27		
	Fund Total: PARKING UTILITY: BUDGET:			6,710.27		
Fund: SEWER UTILITY: BUDGET:						
Department: SEWER UTILITY O/E: OTHER EXPENSES:						
Extd: SEWER UTILITY O/E: OTHER EXPENSES:						
8-07-55-502-000-201	SEWER UTILITY O/E: General Plant					
THEHAR	THE HARDWARE STORE	18-00138	Various Tools, Material, etc	219.96	0.00	B
STESUP	STEVENSON SUPPLY CO.,INC.	18-00173	Various Supplies, Parts, etc	171.92	0.00	B
MONARCH	MONARCH ELECTRIC COMPANY	18-00291	Various Material, Parts, etc	199.07	0.00	B
GENINC	GENSERVE, INC.	18-00693	Agreement No. AAAQ29318	705.00	0.00	B
SHIINT	SHI INTERNATIONAL CORP	18-01400	Q#15199691 BATTERY BACK UPS	77.00	0.00	
WATENV	WATER ENVIRONMENT FEDERATION	18-01426	2018 Membership Renewal	107.00	0.00	
JCPL	JCPL	18-01527	100 016 434 381 3/28-4/25/18	22,597.31	0.00	
VERIZON	VERIZON WIRELESS	18-01546	#9806071086:3/26-4/25	155.87	0.00	
				24,233.13		
8-07-55-502-000-211	SEWER UTILITY O/E: Light & Power					
NJAMER	N.J. AMERICAN WATER CO.	18-01629	ACCT #1018-210026567043	5,129.84	0.00	
8-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
WATSPR	WATCHUNG SPRING WATER CO.,INC.	18-00365	Deer Park Spring Water, etc	52.11	0.00	B
CABLE	CABLEVISION OF NYC	18-01417	Account No. 07866-152521-04-4	100.55	0.00	
ATLTOM	ATLANTIC TOMORROWS OFFICE GPO	18-01432	#CNIN750562:SVC.1/1-3/31/18	4.42	0.00	
				157.08		
8-07-55-502-000-224	SEWER UTILITY O/E: Sludge Removal					
PASVAL	PASSAIC VALLEY SEWERAGE COM.	18-01462	#514947 Sludge Disposal	9,520.00	0.00	
8-07-55-502-000-230	SEWER UTILITY O/E: Hypochlorite					
MIRCHE	MIRACLE CHEMICAL CO.	18-01461	#28914 Sodium Hypochlorite 15%	3,114.00	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
8-07-55-502-000-231	SEWER UTILITY O/E: Lab Supplies					
GARDSTA	GARDEN STATE LABORATORIES, INC.	18-01439 #318793	Influent/Effluent, etc	4,435.00	0.00	
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			46,589.05		
	Department Total: SEWER UTILITY O/E: OTHER EXPENSES:			46,589.05		
	CAFR Total:			46,589.05		
	Fund Total: SEWER UTILITY: BUDGET:			46,589.05		
	Year Total:			289,582.01		
Fund:	GENERAL CAPITAL FUND BUDGET:					
Extd:	Acq of Various Equip/Vehicles(Ord.#3084)					
C-04-55-998-014-002	Acq of Various Equip/Vehicles (Ord#3084)					
SHIINT	SHI INTERNATIONAL CORP	17-03495 Quote 14208930		1,754.00	0.00	
	Extd Total: Acq of Various Equip/Vehicles(Ord.#3084)			1,754.00		
Extd:	Ord. 2016-28 4th Ave. Improvements					
C-04-55-998-164-001	Section 20 Costs					
TMASSO	T & M ASSOCIATES	16-03650 4TH AVE. RD. IMPROVEMENTS 2016		15,088.47	0.00	B
	Extd Total: Ord. 2016-28 4th Ave. Improvements			15,088.47		
Extd:	2017 Various Capital Improvements					
C-04-55-998-169-007	Section 20 Soft Costs					
TMASSO	T & M ASSOCIATES	17-01562 Inter. Improv. Springwood/Atk		789.60	0.00	B
	Extd Total: 2017 Various Capital Improvements			789.60		
Extd:	Various Road Improv. 2017-30					
C-04-55-998-170-001	Var. Road Improv. Section 20 2017-30					
TMASSO	T & M ASSOCIATES	17-03316 LAF329167 Heck St.Improv.		2,543.43	0.00	B
	Extd Total: Various Road Improv. 2017-30			2,543.43		
Extd:	Ord. 2018-4 Var. Capital Improvements					
C-04-55-998-172-017	Section 20 Costs					
TMASSO	T & M ASSOCIATES	18-01203 Bridge Street Improvements		21,061.75	0.00	B
	Extd Total: Ord. 2018-4 Var. Capital Improvements			21,061.75		
C-04-55-998-173-01	Section 20 Costs					
TMASSO	T & M ASSOCIATES	18-01473 Deal Lake Improvements		3,459.75	0.00	B
	Extd Total:			3,459.75		
	Department Total:			44,697.00		
	CAFR Total:			44,697.00		
	Fund Total: GENERAL CAPITAL FUND BUDGET:			44,697.00		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund:	SEWER CAPITAL FUND BUDGET:					
Extd:	Various Sewer Improvements 2017-29					
C-08-55-527-017-001	Various Sewer Impr. 40A Costs 2017-29					
TMASSO	T & M ASSOCIATES	17-00784	Reso. 2017-61 Engineering Svcs	8,077.32	0.00	B
C-08-55-527-017-002	Var. Sewer Improvements 2017-29					
LUCCON	LUCAS CONSTRUCTION GROUP	17-04071	Resolution 2017-356	61,587.81	0.00	B
	Extd Total: Various Sewer Improvements 2017-29			69,665.13		
	Department Total:			69,665.13		
Extd:	2018 Sewer Utility Improvements					
C-08-55-528-018-001	Section 20 Costs					
TMASSO	T & M ASSOCIATES	18-01472	Carbon Media Replacement	5,931.11	0.00	B
	Extd Total: 2018 Sewer Utility Improvements			5,931.11		
	Department Total:			5,931.11		
	CAFR Total:			75,596.24		
	Fund Total: SEWER CAPITAL FUND BUDGET:			75,596.24		
Fund:	PARKING CAPITAL					
Department:	Ord. 2017-28 Var. Parking Improv.					
Extd:	Ord. 2017-28 Var. Parking Improv.					
C-09-17-901-000-902	Various Parking Improvements					
IPSGRO	IPS GROUP, INC.	17-03645	Quote MB10091701 Meters	384,850.00	0.00	B
	Extd Total: Ord. 2017-28 Var. Parking Improv.			384,850.00		
	Department Total: Ord. 2017-28 Var. Parking Improv.			384,850.00		
	CAFR Total:			384,850.00		
	Fund Total: PARKING CAPITAL			384,850.00		
	Year Total:			505,143.24		
Fund:	GRANT FUND BUDGET:					
G-02-43-871-016-211	Clean Communities 2016					
AMEDIR	AMERIMARK DIRECT	18-01152	Clean Communities Supplies	2,745.82	0.00	
SAFDOC	SAFEGUARD DOCUMENT DESTRUCTION	18-01405	Quote Shredding	700.00	0.00	
NJCLEAN	NJ CLEAN COMMUNITIES COUNCIL	18-01420	#CR18-036 Seminar Registration	200.00	0.00	
				3,645.82		
G-02-43-871-016-218	Brownfields Petroleum Assessment					
BRORED	BROWNFIELD REDEVELOPMENT	18-01450	Invoice 3833 #12	2,420.62	0.00	
	Extd Total:			6,066.44		
	Department Total:			6,066.44		

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Bill List By Budget Account

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
G-02-43-873-017-200	Brownfields Assessment Grant					
BRORED	BROWNFIELD REDEVELOPMENT	18-01450	Invoice 3833 #12	5,188.13	0.00	
	Extd Total:			5,188.13		
	Department Total:			5,188.13		
G-02-43-881-017-200	Clean Communities					
RAMFRA	RAMES FRAGE	18-01559	Quote: Tee Shirts, Red	650.00	0.00	
	Extd Total:			650.00		
	Department Total:			650.00		
G-02-43-885-017-200	Body Armor Fund - State					
LANASO	LANIGAN ASSOCIATES, INC.	18-00615	Quote Body Armor	904.65	0.00	
	Extd Total:			904.65		
	Department Total:			904.65		
	CAFR Total:			12,809.22		
	Fund Total: GRANT FUND BUDGET:			12,809.22		
	Year Total:			12,809.22		
Fund:	ANIMAL CONTROL FUND BUDGET:					
T-12-56-850-000-801	Reserve for Animal Control					
NJDEPH	NJ DEPT.HEALTH/SNR.SERV.	18-01578	APRIL 2018 DOG REPORT	40.00	0.00	
	Extd Total:			40.00		
	Department Total:			40.00		
	CAFR Total:			40.00		
	Fund Total: ANIMAL CONTROL FUND BUDGET:			40.00		
Fund:	COMMUNITY DEVELOPMENT BLK GRANT BUDGET:					
T-17-74-850-850-802	2017 CDBG - HOMELESSNESS PREVENTION					
JCP	JCP&L	18-01585	100 099 002 014	730.00	0.00	
JCP	JCP&L	18-01645	100 108 480 466	400.00	0.00	
JCP	JCP&L	18-01654	100 086 871 280	400.00	0.00	
				1,530.00		
	Extd Total:			1,530.00		
	Department Total:			1,530.00		
	CAFR Total:			1,530.00		
	Fund Total: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:			1,530.00		
Fund:	TRUST OTHER					
T-20-56-850-854-801	Reserve for Marriage Licenses Due StofNJ					
DEPCHIFA	DEPT.OF CHILDREN & FAMILIES	18-01577	MARRIAGE/CIVIL LICENSE REPORT	550.00	0.00	
	Extd Total:			550.00		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-20-56-850-878-801 Reserve for Recreation						
WOOCOM	WOODBIDGE COMMUNITY CENTER	17-01498	summer camp activity	920.00	0.00	B
SHIN	SHINDIGZ	18-01256	Rodeo for Rec items	164.89	0.00	
CRAPRI	CRAFTMASTER PRINTING, INC.	18-01452	Rodeo for Rec signs	165.00	0.00	
CITY	CITY OF ASBURY PARK	18-01573	rodeo for rec	210.00	0.00	
				1,459.89		
Extd Total:				1,459.89		
T-20-56-850-909-801 Reserve for Tax Sale Premiums						
TRYSTN	TRYSTONE CAPITAL ASSETS, LLC	18-01429	PREMIUM TSC-17-00349	600.00	0.00	
TWRCST	TWR AS CST FOR EBURY FUND 1NJ	18-01454	PREMIUM TSC-16-00068	1,500.00	0.00	
USBBV001	US BANK CUST BV001 TRST&CRDTRS	18-01455	PREMIUM TSC-17-00305	18,800.00	0.00	
FNANJ	FNA NJ, LLC	18-01475	Premium 1006/9 16-00077	1,600.00	0.00	
FNADZ	FNA DZ, LLC FBO WSFS	18-01476	PREMIUM TSC-17-00185	8,500.00	0.00	
FNADZ	FNA DZ, LLC FBO WSFS	18-01477	PRMIUM	15,800.00	0.00	
AUCZIN	AUCTION Z, INC.	18-01513	Premium Refunds	2,200.00	0.00	
USBPC7	US BANK-CUST PC7 FIRSTTRUSTBANK	18-01517	PREMIUM TSC-17-00005	134,600.00	0.00	
USBPC7	US BANK-CUST PC7 FIRSTTRUSTBANK	18-01554	PREMIUM TSC-17-00039	1,200.00	0.00	
AUCZIN	AUCTION Z, INC.	18-01555	PREMIUMS	3,600.00	0.00	
				188,400.00		
Extd Total:				188,400.00		
T-20-56-850-935-312 AP PADDLE BOARD CONC.(DEAL LAKE DOCK,CO)						
ANSZAR	ANSELL,GRIMM & AARON, P.C.	18-01465	Invoice 410770	64.00	0.00	
ANSZAR	ANSELL,GRIMM & AARON, P.C.	18-01526	Invoice 411944	192.00	0.00	
				256.00		
Extd Total:				256.00		
T-20-56-850-937-301 Reserve for AP Bike Share Program Trust						
ZAGINC	ZAGSTER, INC.	17-04063	Invoice 0003429	18,000.00	0.00	
Extd Total:				18,000.00		
Department Total:				208,665.89		
CAFR Total:				208,665.89		
Fund Total: TRUST OTHER				208,665.89		
Fund: PLANNING & ZONING ESCROW FUND BUDGET:						
CAFR: PLANNING & ZONING ESCROW FUND BUDGET:						
T-21-00-139-000-299 700 BANGS AVE(MLB CONST&MGMT)						
ANSZAR	ANSELL,GRIMM & AARON, P.C.	18-01464	Invoice 410771	16.00	0.00	
Extd Total:				16.00		
Department Total:				16.00		
T-21-00-274-000-299 208 MAIN STREET (DB VENTURES, LLC)						
INSENG	INSITE ENGINEERING	18-01541	INSITE Invoices 03.20.18	175.00	0.00	
Extd Total:				175.00		
Department Total:				175.00		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-286-000-299	4TH AVE PAVILLION(MADISON ASBURY RETAIL)					
HEYGRU	HEYER, GRUEL & ASSOCIATES, PA	18-01510	Inv. 34385 4th Ave Pavilion	275.00	0.00	
	Extd Total:			275.00		
	Department Total:			275.00		
T-21-00-341-000-299	210 5TH AVENUE (ASBURY PARTNERS,LLC)					
INSENG	INSITE ENGINEERING	18-01541	INSITE Invoices 03.20.18	50.00	0.00	
	Extd Total:			50.00		
	Department Total:			50.00		
T-21-00-344-000-299	MONROE AVE / SEWELL AVE (AP,LLC / K.HOV)					
INSENG	INSITE ENGINEERING	18-01541	INSITE Invoices 03.20.18	50.00	0.00	
	Extd Total:			50.00		
	Department Total:			50.00		
Department: PUBLIC ASST						
T-21-00-345-000-299	RENAISSANCE VILLAGE(MICHAELS DEVELOPMNT)					
TMASSO	T & M ASSOCIATES	18-01621	LAF344028-LAF344030	996.75	0.00	
	Extd Total:			996.75		
	Department Total: PUBLIC ASST			996.75		
Department: RECREATION						
T-21-00-370-000-299	700 COOKMAN AVE(FIFTY-FOUR PIERREPONT)					
INSENG	INSITE ENGINEERING	18-01541	INSITE Invoices 03.20.18	30.00	0.00	
	Extd Total:			30.00		
	Department Total: RECREATION			30.00		
T-21-00-372-000-299	209 4TH AVENUE(ASBURY PARTNERS/I-STAR)					
INSENG	INSITE ENGINEERING	18-01541	INSITE Invoices 03.20.18	1,454.90	0.00	
	Extd Total:			1,454.90		
	Department Total:			1,454.90		
T-21-00-381-000-299	1101 OCEAN(INSPECTION FEE)(ISTAR,INC.)					
ANSZAR	ANSELL,GRIMM & AARON, P.C.	18-01557	#411948: REDEVELOPMENT AGENCY	17.50	0.00	
TMASSO	T & M ASSOCIATES	18-01621	LAF344028-LAF344030	387.75	0.00	
				405.25		
	Extd Total:			405.25		
	Department Total:			405.25		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-385-000-299	922 MATTISON AVE.(INTERFAITH NEIGHBORS)					
INSENG	INSITE ENGINEERING	18-00912	Inv.17346 Rem.Bal.922 Mattison	232.50	0.00	
	Extd Total:			232.50		
	Department Total:			232.50		
T-21-00-398-000-299	AP DISTILLERY(SACKCON, LLC)					
CLACAN	CLARKE CATON & HINTZ	18-01534	CCH Invoices Feb 2018	77.60	0.00	
JACSER	JACK A. SERPICO	18-01537	Serpico PB2018-03 Invoices	375.00	0.00	
INSENG	INSITE ENGINEERING	18-01541	INSITE Invoices 03.20.18	960.00	0.00	
				<u>1,412.60</u>		
	Extd Total:			1,412.60		
	Department Total:			1,412.60		
T-21-00-403-000-299	5TH AVE.PAVILION(INSPECTION)(MAD.MARQ.)					
INSENG	INSITE ENGINEERING	18-01541	INSITE Invoices 03.20.18	390.90	0.00	
	Extd Total:			390.90		
	Department Total:			390.90		
T-21-00-406-000-299	500 8TH AVENUE(HYACINTH HOUSE, LLC)					
INSENG	INSITE ENGINEERING	18-01375	500 8th-Hyacinth House invoice	2,625.00	0.00	
	Extd Total:			2,625.00		
	Department Total:			2,625.00		
T-21-00-410-000-299	508 3RD AVENUE(COLLEGE ACHIEVE SCHOOLS)					
JACSER	JACK A. SERPICO	18-01538	Serpico ZB-2018-03 Invoices	112.50	0.00	
ANSZAR	ANSELL,GRIMM & AARON, P.C.	18-01539	Invoice 411947	464.00	0.00	
				<u>576.50</u>		
	Extd Total:			576.50		
	Department Total:			576.50		
T-21-00-411-000-299	406 DEAL LAKE DRIVE(406 DEAL LAKE,LLC)					
ANSZAR	ANSELL,GRIMM & AARON, P.C.	18-01540	Invoice 411946	48.00	0.00	
	Extd Total:			48.00		
	Department Total:			48.00		
T-21-00-414-000-299	626 PROSPECT(COASTAL HABITAT HUMANITY)					
JACSER	JACK A. SERPICO	18-01538	Serpico ZB-2018-03 Invoices	37.50	0.00	
	Extd Total:			37.50		
	Department Total:			37.50		
T-21-00-419-000-299	1105 MAIN ST-INSPECTION FEE(DOLLAR TREE)					
INSENG	INSITE ENGINEERING	18-01541	INSITE Invoices 03.20.18	190.90	0.00	
	Extd Total:			190.90		
	Department Total:			190.90		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-421-000-299	909 ASBURY(INSPECTION FEES)(H4 HOLDINGS)					
INSENG	INSITE ENGINEERING	18-01541	INSITE Invoices 03.20.18	190.90	0.00	
	Extd Total:			190.90		
	Department Total:			190.90		
T-21-00-423-000-299	1607 ASBURY AVE(MT.ZION ASSEMBLY OF GOD)					
CLACAN	CLARKE CATON & HINTZ	18-01534	CCH Invoices Feb 2018	1,879.11	0.00	
INSENG	INSITE ENGINEERING	18-01541	INSITE Invoices 03.20.18	575.00	0.00	
				<u>2,454.11</u>		
	Extd Total:			2,454.11		
	Department Total:			2,454.11		
T-21-00-424-000-299	506 7TH AVENUE(MARK MASSARO)					
CLACAN	CLARKE CATON & HINTZ	18-01534	CCH Invoices Feb 2018	960.02	0.00	
	Extd Total:			960.02		
	Department Total:			960.02		
T-21-00-425-000-299	RENAISSANCE-INSPECTION(MICHAELS DEV.)					
INSENG	INSITE ENGINEERING	18-01541	INSITE Invoices 03.20.18	1,298.40	0.00	
	Extd Total:			1,298.40		
	Department Total:			1,298.40		
T-21-00-426-000-299	1115 3RD AVENUE(THOMAS RUDDY)					
INSENG	INSITE ENGINEERING	18-01541	INSITE Invoices 03.20.18	50.00	0.00	
	Extd Total:			50.00		
	Department Total:			50.00		
T-21-00-427-000-299	1107 5TH AVENUE(M.LOPER & M.RODRIGUEZ)					
JACSER	JACK A. SERPICO	18-01538	Serpico ZB-2018-03 Invoices	112.50	0.00	
INSENG	INSITE ENGINEERING	18-01541	INSITE Invoices 03.20.18	650.00	0.00	
				<u>762.50</u>		
	Extd Total:			762.50		
	Department Total:			762.50		
T-21-00-429-000-299	208 THIRD AVENUE(209-213 FOURTH AVENUE)					
CLACAN	CLARKE CATON & HINTZ	18-01534	CCH Invoices Feb 2018	1,728.37	0.00	
JACSER	JACK A. SERPICO	18-01538	Serpico ZB-2018-03 Invoices	712.50	0.00	
				<u>2,440.87</u>		
	Extd Total:			2,440.87		
	Department Total:			2,440.87		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-430-000-299 JACSER JACK A. SERPICO	410 5TH AVENUE(ADAM BICKOFF)	18-01538	Serpico ZB-2018-03 Invoices	150.00	0.00	
	Extd Total:			150.00		
	Department Total:			150.00		
T-21-00-431-000-299 CLACAN CLARKE CATON & HINTZ	1206 COMSTOCK STREET (SARA NORDSTROM)	18-01534	CCH Invoices Feb 2018	130.60	0.00	
	Extd Total:			130.60		
	Department Total:			130.60		
T-21-00-432-000-299 INSENG INSITE ENGINEERING	1003 BOND ST-INSPECTION FEE(KEYGATE,LLC)	18-01541	INSITE Invoices 03.20.18	490.00	0.00	
	Extd Total:			490.00		
	Department Total:			490.00		
T-21-00-434-000-299 INSENG INSITE ENGINEERING	HECK ST. & 3RD AVE.(MDB PROPERTIES, LLC)	18-01541	INSITE Invoices 03.20.18	650.00	0.00	
	Extd Total:			650.00		
	Department Total:			650.00		
T-21-00-444-000-299 INSENG INSITE ENGINEERING	550 COOKMAN AVE(ABG LIQOUR HOLDINGS,LLC)	18-01541	INSITE Invoices 03.20.18	110.00	0.00	
	Extd Total:			110.00		
	Department Total:			110.00		
	CAFR Total:		PLANNING & ZONING ESCROW FUND BUDGET:	18,654.20		
	Fund Total:		PLANNING & ZONING ESCROW FUND BUDGET:	18,654.20		
Fund:	HOWELL/ASBURY PARK RCA BUDGET:					
T-38-56-850-850-802 CARJON Carol Johnson & M&J Renovation	HOWELL/ASBURY PARK RCA - Miscellaneous	18-00126	RCA Rehab Not To Exceed	14,300.00	0.00	B
	Extd Total:			14,300.00		
	Department Total:			14,300.00		
	CAFR Total:			14,300.00		
	Fund Total:		HOWELL/ASBURY PARK RCA BUDGET:	14,300.00		
Fund:	CITY OF ASBURY PARK REDEVELOPMENT ESCROW					
T-48-56-850-000-808 TMASSO T & M ASSOCIATES	BOSTON WAY VILLAGE(THE ALPERT GROUP,LLC)	18-01621	LAF344028-LAF344030	1,545.75	0.00	
	Extd Total:			1,545.75		
	Department Total:			1,545.75		
	CAFR Total:			1,545.75		
	Fund Total:		CITY OF ASBURY PARK REDEVELOPMENT ESCROW	1,545.75		
	Year Total:			244,735.84		

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Budget Account	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Vendor						
Total Charged Lines: 394 Total List Amount: 1,075,459.78 Total Void Amount: 0.00						

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Totals by Year-Fund		Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
Fund Description	Fund						
CURRENT	7-01	17,334.53	0.00	17,334.53	0.00	0.00	17,334.53
BEACH	7-05	3,604.94	0.00	3,604.94	0.00	0.00	3,604.94
SEWER UTILITY: BU 7-07		2,250.00	0.00	2,250.00	0.00	0.00	2,250.00
Year Total:		23,189.47	0.00	23,189.47	0.00	0.00	23,189.47
CURRENT	8-01	218,619.11	0.00	218,619.11	0.00	0.00	218,619.11
BEACH	8-05	17,663.58	0.00	17,663.58	0.00	0.00	17,663.58
PARKING UTILITY: 8-06		6,710.27	0.00	6,710.27	0.00	0.00	6,710.27
SEWER UTILITY: BU 8-07		46,589.05	0.00	46,589.05	0.00	0.00	46,589.05
Year Total:		289,582.01	0.00	289,582.01	0.00	0.00	289,582.01
GENERAL CAPITAL F C-04		44,697.00	0.00	44,697.00	0.00	0.00	44,697.00
SEWER CAPITAL FUN C-08		75,596.24	0.00	75,596.24	0.00	0.00	75,596.24
PARKING CAPITAL C-09		384,850.00	0.00	384,850.00	0.00	0.00	384,850.00
Year Total:		505,143.24	0.00	505,143.24	0.00	0.00	505,143.24
GRANT FUND BUDGET G-02		12,809.22	0.00	12,809.22	0.00	0.00	12,809.22
ANIMAL CONTROL FU T-12		40.00	0.00	40.00	0.00	0.00	40.00
COMMUNITY DEVELOP T-17		1,530.00	0.00	1,530.00	0.00	0.00	1,530.00
TRUST OTHER T-20		208,665.89	0.00	208,665.89	0.00	0.00	208,665.89
PLANNING & ZONING T-21		18,654.20	0.00	18,654.20	0.00	0.00	18,654.20
HOWELL/ASBURY PAR T-38		14,300.00	0.00	14,300.00	0.00	0.00	14,300.00
CITY OF ASBURY PA T-48		1,545.75	0.00	1,545.75	0.00	0.00	1,545.75
Year Total:		244,735.84	0.00	244,735.84	0.00	0.00	244,735.84
Total of All Funds:		1,075,459.78	0.00	1,075,459.78	0.00	0.00	1,075,459.78

Attachment: Bill List 5-23 (2018-198 : Payment of Bills)

May 23, 2018 Council Meeting:

Balance Brought Forward from Total List Amount	\$ 1,075,459.78
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Down to Earth	20,700.03
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Terrance Fellenz	500.00
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Johnsons Restaurant Group	299.00
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Standard Supply	325.78
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The Hardware Store	53.57
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\$ 1,097,338.16

**RESOLUTION NO. 2018-187**

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

RESOLUTION ADOPTING THE PERSONNEL POLICY FOR 2018

WHEREAS, the City Council, staff and the New Jersey Joint Intergovernmental Insurance Funds (NJIIF) has undertaken the annual review of the Personnel Policy; and

NOW, THEREFORE, BE IT RESOLVED by Council of the City of Asbury Park, Monmouth County, State of New Jersey that the attached Personnel Policy is hereby adopted.

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. 2018-187 which was finally adopted by the City Council at a meeting held on the 23rd day of May, 2018

CERTIFIED BY ME THIS 10th DAY OF May, 2018.

CINDY A. DYE
CITY CLERK

PURPOSE OF THIS PERSONNEL MANUAL

This Personnel Manual is intended to present an overview of employment with the City of Asbury Park. The manual outlines certain Civil Service Commission policies, certain City employee benefits and policies and other information to assist employees during their employment with the City. Each employee of the City has both the right and the responsibility to know and understand the operation policies and procedures which govern employment with the City of Asbury Park. This manual has been prepared and distributed as a way to communicate that information.

To the maximum extent permitted by law, the employment practices of the City shall operate under the legal doctrine known, as "employment at will." Within Federal and State law, (including the New Jersey Civil Service Act) and any applicable bargaining unit agreement, the City shall have the right to terminate an employee at any time and for any reason, with or without notice, except the City shall comply with all Federal and State legal requirements requiring notice and an opportunity to be heard in the event of discipline or dismissal.

DISCLAIMER....

THIS MANUAL IS TO BE USED AS A GUIDE ONLY AND IS NOT A CONTRACT BETWEEN AN EMPLOYEE AND THE CITY. If more detailed information is necessary, contact your Supervisor for guidance. This manual may be changed and/or supplemented at any time throughout the year, at the discretion of the City Manager to provide clarification. The governing body may "codify" the Manual annually if substantial changes have been implemented or proposed.

Most City employees are covered by a Collective Bargaining Agreement between the City and their bargaining unit. This personnel manual is provided to all employees of the City. **Employees covered by a contract (Collective Bargaining Agreement) shall refer to the contract for exact language on personnel policies not covered in this manual or which may conflict with this manner. THE CONTRACT CONTROLS THE EMPLOYMENT OF A UNION EMPLOYEE.**

Periodically, changes in laws, administrative code, policies regulatory agency rulings, Transitional Aid or other types of aid requiring agreements with other funding agencies, consent decrees or similar directors and contract rulings may require revisions or additions to this manual which will be issued by the City. In the event any statement herein conflicts with law, administrative code, regulatory rules or contract, the applicable law, administrative code, ruling or contract shall govern.

City employees are responsible for safeguarding and maintaining in good order their Personnel Manual which is issued on hire. Employees are also required to return their Personnel Manual on termination of their employment, for any reason(s). Every employee will sign for this Personnel Manual and a record acknowledging receipt will be kept in his/her personnel folder. A replacement manual will be provided to an employee who has lost his/her manual at the employees' cost.

Manual Effective & Distribution Date – ~~August 17, 2016~~ May 3, 2018

CITY OF ASBURY PARK GOVERNMENT

FORM OF GOVERNMENT

The form of government for the City of Asbury Park adopted by public referendum on November 5, 2013, and effective January 1, 2015, shall be known as the "Council-Manager Plan," N.J.S.A. 40:69A-81 to 40:69A-98, under the Optional Municipal Charter Law, also known as the Faulkner Act. The form of government provided in N.J.S.A. 40:69A-81 through 40:69A-98, together with N.J.S.A. 40:69A-26 to 40:69A-30, and 40:69A-150 to 40:69A-210, shall govern the City of Asbury Park, the voters of which have adopted this plan pursuant to law

THE CITY COUNCIL

As per the City Code, the City Council members shall be elected by the voters of the City through non-partisan regular municipal elections under the Uniform Nonpartisan Elections Law, N.J.S.A. 40:45-5 et seq., at the general election held on the first Tuesday after the first Monday in November or at such other time as may be provided by law for holding general elections, and the term of office of the City Council members shall begin on January 1 next following their election. (N.J.S.A. 40:69A-83.1)

The City Council members elected at the first election following the adoption of the plan shall serve for the following terms: The Mayor shall serve for a term of four (4) years. The length of the respective term of the remaining members of the first City Council shall be determined by lot at the organization meeting, with one member of the first City Council serving for a term of four (4) years and three (3) members of the first City Council serving for terms of two (2) years each. This will initiate the staggering of terms. Thereafter, the term of each City Council member shall be for (4) years.(N.J.S.A. 40:69A-83.3)

The Mayor shall be elected directly by the voters of the City at the non-partisan regular municipal election held during the general election. At the first election following the adoption of the Council-Manager form of government under N.J.S.A. 40:69A-81 et seq., and each appropriate subsequent election, one position of City Council member to be elected at large shall be designated and voted for under the title of Mayor, and candidates for the position shall be clearly designated as candidates for Mayor in their respective nominating petitions.(N.J.S.A. 40:69A-86)

The Council members comprise the policy-making body of the City government and as such, have the authority to do all that is necessary to promote and maintain the health, safety and welfare of the citizens of the City of Asbury Park.

THE CITY MANAGER

The City Manager shall be chosen by the City Council solely on the basis of his/her executive and administrative qualifications with special reference to his/her actual experience in, or his/her knowledge of, accepted practice in respect to the duties of his/her office as hereinafter

set forth. At the time of his/her appointment, he/she need not be a resident of the City, but during his tenure of office he/she may reside outside the City only with the approval of City Council. He/she shall have his or her principal residence in this State pursuant to N.J.S.A. 52:14-7.

(N.J.S.A. 40:69A-92) (N.J.S.A. 52:14-7)

The City Manager shall hold office for an indefinite term and may be removed by a majority vote of the City Council. At least thirty (30) days before such removal shall become effective, the City Council shall by a majority vote of its members adopt a preliminary resolution stating the reasons for his/her removal. The City Manager may reply in writing and may request a public hearing, which shall be held not earlier than twenty (20) days nor later than thirty (30) days after the filing of such request. After such public hearing, if one be requested, and after full consideration, the City Council by majority vote of its members may adopt a final resolution of removal. By the preliminary resolution the City Council may suspend the City Manager from duty, but shall in any case cause to be paid him/her any unpaid balance of his/her salary and his/her salary for the next three (3) calendar months following adoption of the preliminary resolution unless he/she is removed for good cause. For the purposes of this section, "good cause" shall mean conviction of a crime or offense involving moral turpitude, the violation of the provisions of N.J.S.A. 40:69A-163 through 40:69A-167, or the violation of any code of ethics in effect within the City.

(N.J.S.A. 40:69A-93)

The powers and duty of the City Manager are found in the City's Code.

EMPLOYEES OF THE CITY OF ASBURY PARK

The City of Asbury Park is a Civil Service Jurisdiction and therefore operates under the rules and regulations of the Civil Service Commission as set forth in N.J.S.A. 11a:1-1 et seq. and N.J.A.C. 4a:1-1.1 et. As a City employee, you will be performing an important duty in rendering services to the citizens of your community. Learning your job, getting to know your fellow employees and getting to know how your government operates is your first step. You should be sure that you should report to your immediate supervisor at all times, unless a complaint or request is ignored.

Each employee, regardless of his or her position, may be the only representative of the City government with whom a number of people are acquainted. Such people often judge the whole organization by what one employee says and does. In order to form good public relations, you should always remember to serve the public in such a manner as to justify the respect and confidence of the citizens with whom you come into contact. Take pride in your part of our City government. Always be ready to explain City programs to the public, friends and neighbors. If you don't understand an issue, be sure to ask your supervisor, and then you can respond to questions correctly.

DEFINITIONS

This section of the manual defines terms and phrases used in the administration of the City's personnel system. The general terms are those used by the New Jersey Civil Service Commission, contained in city ordinances, negotiated employee bargaining units, and/or used by tradition as part of City operations. Federal or State law or regulations may supersede these general definitions.

The City employs three (3) types of employees:

- Full Time: those employees who work year round for thirty-five (35) or more hours in a business week.
- Part Time: those employees working year round, but less than twenty-nine (29) hours in a business week.
- Seasonal: those employees, who work for specified period or season during the year, normally the summer season. Seasonal employees work either full time or part time. *Most* seasonal employees work 35 hours .

Generally, only full time, year round employees are covered by Civil Service Commission rules and regulations and receive a full benefits package provided by the City. An employee must consult their collective bargaining agreement, eligibility with the State Health Benefits Plan or other Plans and the Fringe Benefits Section of this manual for specific information on benefits eligibility.

The New Jersey Civil Service Commission defines classes of positions for purposes of providing coverage and personnel action. These classes' definitions are:

Unclassified Service: includes those positions not subject to Civil Service Commission rules or regulations; normally these positions are those to which the Council or City Manager make appointments for a specified period of time without competitive testing or a probationary period; these positions are those which are policy-making and administrative in nature, i.e. certain department heads.

Classified Service: includes those positions covered by Civil Service Commission rules and regulations; normally those positions which are not appointive in nature and which are filled through competitive testing and probationary periods.

Within the classified service there are three (3) categories of employees:

Permanent Position: positions created by ordinance and finally accepted by the Civil Service Commission. A permanent position cannot be abolished without Civil Service Commission approval. A permanent position can be either full or part time.

Provisional Position: positions created by ordinance, but not accepted by the Civil Service Commission. It is during this status that the Civil Service Commission conducts various

investigations (i.e. desk audit, revising job description) to determine if it will accept the title as a permanent position.

Temporary Position: positions created for a specified period of time, generally less than six (6) months or on an emergency basis. This position does not require Civil Service Commission acceptance. Some temporary positions depend upon the length of a grant and are not considered permanent employment.

Within the classified service there are three (3) types or classes of employees:

Permanent Employee: an employee who has acquired Civil Service Commission "permanent status" which is the attainment of tenure and rights resulting from successful completion of an examination and working test period.

Provisional Employee: an employee who is appointed to a permanent position Pending an examination and working test period.

Temporary Employee: an employee appointed to a position for not more than six (6) months or appointed in an emergency.

Probation Period

In order to obtain permanent status in a position in a classified service you must serve a three (3) month probationary period during which you are observed to determine your fitness for the job. You may be discharged during your probation if you fail to meet the required standards. The successful completion of your probation will result in permanent status as an employee of the City. The probationary period of police officers is ninety (90) days as recognized by Civil Service.

A probationary employee may be required to take a Civil Service Commission test to achieve permanent status if they have not successfully passed a prior examination for the position.

There are four (4) exceptions to the working test period requirement. Civil Service Commission rules preclude work test periods in the following situations:

1. Appointments from special, police and fire and regular re-employment lists;
2. Appointments to a comparable or lower related title in lieu of layoff;
3. Appointments to titles previously held on a permanent basis with current permanent continuous service; and
4. For a lateral title change if the nature of work, education and experience requirements and titles are substantially similar. N.J.A.C. 4a4-5.1; N.J.A.C.:4-7.6.

If you are promoted to a higher position you will be required to serve a three (3) month probationary period to become permanent in the higher position. If you do not perform satisfactory work in the new position during your probation, you may be demoted to your former position.

Certain phrases or terms are used daily in the conduct of City business. For purposes of clarity the definitions for these terms will be the ones utilized in this handbook.

Department: a work unit, agency or office which performs one function and for which there is a supervisor or administrator who reports directly to the Manager; examples would be Police, Finance and Public Works.

Department Head: the supervisor of a department. Generally, department heads report Directly to the City Manager, except those which are confidential by law, and supervise at least one employee. Examples of department heads meeting this definition would be:

Director of Finance & Administration (unclassified, statutory), Director of Public Safety (unclassified), Tax Assessor (unclassified), City Clerk (unclassified), Director of Community Development (classified), Director of Economic Development (unclassified), Director of Public Maintenance (classified), Deputy Director Public Maintenance (classified) and Director of Social Services (unclassified). For communication purposes (i.e. distribution of administrative information, department head meetings) and budget control purposes (i.e. responsibility for preparing the annual budget and monitoring and controlling expenditures within a budgetary account), the term department head is broadened to include those City employees who are responsible for running an office or a service.

Bargaining units for the City of Asbury Park (Appendix A)

International Federation of Professional and Technical Engineers (IFPTE) Local 196

International Association of Fire Fighters (IAFF) Local 384

Patrolmen's Benevolent Association (PBA) Local No. 6

Superior Officers Association (SOA) Local No. 6

The American Federation of State, County and Municipal Employees
(AFSCME) Local 225

All employee questions regarding specific union membership should be directed to the City Manager's office. The City Manager will direct the employee to the appropriate union representative.

POLICIES AND PROCEDURES

Non Discrimination Policy

The City of Asbury Park is committed to the principle of equal employment opportunity and anti-discrimination pursuant to Title VII of the 1964 Civil Rights Act as amended by the Equal Opportunity Act of 1972 and the New Jersey Law Against Discrimination (LAD) as amended by the New Jersey Pregnant Workers' Fairness Act. Under no circumstances will the City discriminate on the basis of sex, race, creed, color, religion, national origin, ancestry, age, marital or political status, affectional or sexual orientation, domestic partnership status, civil union status, atypical heredity, cellular or blood trait, genetic information, disability (including AIDS or HIV infection), pregnancy (including pregnancy related medical condition), childbirth, breastfeeding, liability for service in the United States armed forces, gender identity or expression, and/or any other characteristic protected by law. Decisions regarding the hiring, promotion, transfer, demotion or termination are based solely on the qualifications and performance of the employee or prospective employee. If any employee or prospective employee feels they have been treated unfairly, they have the right to address their concern with their supervisor, or if they prefer their Department Head, or City Manager. The Affirmative Action Officer is appointed annually by the City Council; please contact the City Clerk for the current year appointment.

Commented [O1]: From MEL updated language

Americans with Disabilities Act/ New Jersey Pregnant Worker's Fairness Act

In compliance with the Americans with Disabilities Act, the ADA Amendments Act and the New Jersey Law Against Discrimination as amended by the New Jersey Pregnant Worker's Fairness Act (LAD), the City of Asbury Park does not discriminate based on disability, pregnancy, pregnancy related medical condition or childbirth. The City will endeavor to make every work environment handicap assessable and all future construction and renovation of facilities will be in accordance with applicable barrier-free Federal and State regulations and the Americans with Disabilities Act Accessibility Guidelines, as well as the ADA Amendments Act.

Commented [O2]: From MEL updated language

It is the policy of the City to comply with all relevant and applicable provisions of the Americans with Disabilities Act, the ADA Amendments Act and the New Jersey Law Against Discrimination /LAD. We will not discriminate against any employee or job applicant with respect to any terms, conditions, or privileges of employment on the basis of a known or perceived disability, pregnancy, childbirth, breastfeeding or pregnancy related medical condition. We will also make reasonable accommodations to known physical or mental limitations of all employees and applicants with disabilities, provided that the individual is otherwise qualified to safely perform the essential functions of the job and also provided that the accommodation does not impose undue hardship on the City.

The City Manager and/or the ADA Compliance Officer, shall engage in an interactive dialogue with disabled/pregnant employees and prospective disabled/pregnant employees to identify reasonable

~~accommodations or their respective physician. shall engage in an interactive dialogue with disabled employees and prospective employees to identify reasonable accommodations.~~ All decisions with regard to reasonable accommodation shall be made by the City Manager. Employees who are assigned to a new position as a reasonable accommodation will receive the salary for their new position. The Americans with Disabilities Act does not require the City to offer permanent "light duty", relocate essential job functions, or provide personal use items such as eyeglasses, hearing aids, wheelchairs, etc. In the case of an employee breastfeeding her infant child, the accommodation shall include reasonable break time each day to the employee and a suitable room or other location with privacy, other than a toilet stall, in close proximity to work area for the employee to express breast milk for the child.

Employees should also offer assistance, to the extent possible, to any member of the public who requests or needs an accommodation when visiting City's facilities. Any questions concerning proper assistance should be directed to ADA Compliance Officer; who is appointed annually by the City Council. Please see the City Clerk for the current appointment.

—If an employee feels that the City is not in compliance with the ADA or is having difficulty because the City is not meeting their needs, the Affirmative Action Officer should be notified immediately. The Affirmative Action Officer will promptly investigate the employee's complaint and present a report to the City Manager for a determination. The City Manager will inform the complainant of the result of the investigation and the remedial measures which will be taken.

Contagious or Life Threatening Illnesses Policy:

The City encourages employees with contagious diseases or life-threatening illnesses to continue their normal pursuits, including work, to the extent allowed by their condition. The City shall make reasonable accommodations to known physical and mental limitations of all employees, provided that the individual is otherwise qualified to safely perform the essential functions of the job and also provided that the accommodation does not impose an unreasonable hardship on the City.

The City will take reasonable precautions to protect such information from inappropriate disclosure, including the following:

- Medical information may be disclosed with the prior written informed consent of the person who is the subject of the information.
- Information may be disclosed without the prior written consent to qualified individuals for the purpose of conducting management audits, financial audits, and program evaluations, but these individuals shall not identify, either directly or indirectly, the person who is the subject of the record in a report or evaluation, or otherwise disclose the person's identity in any manner. Information shall not be released to these individuals unless it is vital to the audit or evaluation.
- Information may be disclosed to the Department of Health as required by State or Federal law.

Managers and other employees have a responsibility to maintain the confidentiality of employee medical information. Anyone inappropriately disclosing such information shall be subject to disciplinary action.

Hiring and Appointments

When a vacancy occurs in the City's work force due to resignation, dismissal or creation of a newly authorized position, the head of the department where the vacancy occurs contacts the City Manager to begin the recruitment process. The department head must inform the City Manager, in writing, the title of the vacant position, the qualifications, job responsibilities, recommended salary and the date the position should be filed. The City Manager is the exclusive appointing authority for the City of Asbury Park for all departments and will determine the salary for the position.

The recruitment and hiring process consists of the following procedures:

- Internal posting of the vacant position;
- Notification to the Civil Service Commission to announce a test if the position is to fill a classified service;
- Place classified advertisements for the position in newspapers of record;
- Applicants must fill out the City's employment application;
- Applicants must submit documentation of residency;
- Reference checks are performed for all potential candidates;
- Criminal background check is performed for all potential candidates;
- Successful candidate must submit to a drug screening;
- If applicable, psychological exam
- Interviews are conducted by the Supervisor of the vacant position;
- Applicants file is submitted to the City Manager for approval;
- City website and other social forms as applicable

The above listed procedure is followed to fill both classified and unclassified vacancies. Civil Service Commission rules will also be pooled to fill vacant positions. The Police and Fire Departments must follow their own hiring process. Check with the Fire Chief or Director of Public Safety, Chief of Police for the appropriate hiring procedure.

All department heads MUST submit a request for new hire/promotion form (Appendix F) to the City Manager for approval before beginning the recruitment process.

Certain positions are statutorily exempt from the above policy and taken into consideration by Mayor/Council appointments.

Work Force Reduction Policy:

Pursuant to N.J.A.C. 4A: 8-1.1 the City may institute layoff actions for economy, efficiency or other related reasons, but will first consider voluntary alternatives. (Seniority, lateral or other re-employment rights for employees in Career Service titles will be determined by the New Jersey Civil Service Commission.)

RESIDENCY ORDINANCE AND REQUIREMENT

The City of Asbury Park has an ordinance that requires all employees of the City to be City residents. The Ordinance is 3072-A and 3089 and they are included as an Appendix. Additionally residency

requirements may be imposed by contract, NJ Civil Service Commission or other means as deemed legal and appropriate.

Promotions

The procedure to fill a high level vacancy is the same as the procedure to fill an entry level position. Examinations for promotional opportunities may only be taken by eligible City employees.

An employee, covered by the Civil Service Commission, may be requested to accept a promotion into an unclassified position. If the employee accepts the promotion, he/she may lose certain protections afforded in a classified position. Before making the decision to accept the promotion, check with the City Manager. The City of Asbury Park, under all circumstances, promotes employees solely on the basis of merit.

Personnel Actions

All personnel actions affecting permanent, classified and unclassified employees must be approved by the New Jersey Civil Service Commission as per the Commission's guidelines.

Anniversary Date

Employees whose employment began with the City between 1st and 15th days of the month will have their anniversary date on the 1st day of that month. Employees whose anniversary date falls between the 16th and 31st day of the month will have their anniversary date on the 1st of the following month.

Credit Information and Wage Assignments

The City will furnish credit references and other information about employees to authorized personnel upon written request. All employees are expected to pay their just debts and child support/alimony obligations when due. If employees fall behind on their credit payments, court ordered garnishment of wages may occur. If this happens, the City is legally required to deduct a portion of the employee's salary from each pay check and forward it to the creditor.

Longevity Pay

Certain employee contracts provide for longevity pay to employees hired before a certain date. An employee must consult their collective bargaining agreement for the appropriate policy on longevity pay.

Overtime and Compensatory Time

Employees must consult their Collective Bargaining Agreement for the appropriate overtime policy. No department head is to receive overtime or compensatory time.

Non-union employees should consult with their department head or the City Manager's office to determine what policy applies to them.

All employees must use compensatory time within the quarter it is earned or must have approval to carry over to the next quarter. All requests for compensatory time must be approved at least 48 hours in advance by the Department Director or authorized official. Exceptions may be granted by the City Manager for emergency personnel. Time not used shall be lost.

Payroll Deductions

Mandatory deductions are made from employee's paychecks for:

- Federal Income Withholding Tax
- Federal Insurance Contribution Act (FICA)
- Public Employees Retirement System or
- Police and Firemen's Retirement System Contributory Insurance
- State Unemployment Insurance
- State Income Tax
- Union Dues (where applicable)
- Health Care under Chapter 78
- Other items as mandated

An employee has the option to request and have deductions taken from their check for:

- Credit Union-Savings, Loan, Checking, Christmas Club, Dental, Voluntary Benefits or Insurance programs
- Deferred Compensation
- Additional State Income Withholding Tax
- Additional Federal Withholding Tax
- Healthcare Savings Account (if applicable)
- Supplemental Disability (ex. AFLAC); if applicable
- Other items if presented

Any error in the payroll must be reported to the Payroll Department for verification. The error will be corrected in the employee's next pay check unless mitigating circumstances indicate otherwise.

Pay Period

Employees will receive their pay checks on semi-monthly schedule. Pay checks are distributed on the 15th and 30th of each month. Employees working in departments which distribute checks at the work area will receive their check from their supervisor. If a holiday or weekends falls on a payday, pay checks will be distributed on the prior business day.

Direct Deposit

Required if done by City Ordinance

Promotions

Promoted employees are paid at the salary stated in the applicable contract. When an employee is promoted to a new position, he/she would normally receive the salary at the minimum of the range for that position. However, if the minimum salary for the new position is less than the employee's base salary in his/her prior position, he/she will receive the salary at the first step immediately above his/her current base salary unless the appropriate Collective Bargaining Agreement provides a different formula.

Work Rules

Hours:

The official hours for City Hall employees are 9:00 a.m. to 5:00p.m., Monday thru Friday. Some departments (Police, Fire, Public Works, etc.) may have different hours due to shift work. These employees should check with their supervisor for their weekly work schedule. All employees are expected to report to work at the official starting time and work exclusively on City business until official finishing time.

The Department of Public Works/Property Maintenance has office hours from 7:00 AM to 5:00 PM, Monday thru Friday. Other hours may vary depending upon the work.

Employees who work outside of regular hours are not to bring friends or guests into City offices or buildings, unless cleared by the City Manager in advance, with the exception of a true emergency.

Parents are not to bring their children to work unless approved by the City Manager or a special date is announced by the City.

Time Clock

The time clock is the official clock of the City and determines when an employee must report to work. There are no grace periods permitted regarding employees reporting time. The time reported on the time clock is the exclusive clock to determine an employee's reporting time regardless of the time displayed on any other clock in the City. There are no exceptions to this policy. An employee must clock themselves in; under no circumstance should another employee clock another in; disciplinary action will be the result. AN EMPLOYEE'S FAILURE TO REPORT TO WORK BY THE APPROPRIATE TIME DISPLAYED ON THE TIME CLOCK WILL RESULT IN DISCIPLINARY ACTION.

Department Head Call-In

All Department Heads, with the exception of Public Maintenance, must email the City Manager's office by 10 a.m. each business day to report the attendance of their staff in the event that staff is out sick or utilizing personnel time.

Sign In/Out

All employees of the municipality when entering or leaving the building for any reason must utilize the Sign In/Out sheets. Department Heads are responsible for monitoring their staff's compliance with this policy. Any employee's failure to comply with this policy will result in disciplinary action, up to and including discharge.

Lunch

Lunch must be taken between 11:30 AM and 2:00 PM. If working with a customer, lunch should be delayed until the customer's needs/requests are completed. Lunch shall be an hour in length. Department's should make every effort to provide coverage during the lunch hour. Lunch should not be taken at the employee's desk area. Emergency personnel may make reasonable accommodations.

Emergency Closing

If there is a need for an emergency closing of the City's offices, the decision will be made by the City Manager or his/her designee. However, if due to weather conditions, an employee is unable to report to work, or if conditions warrant you're leaving, it must be with the permission of your department head. In either case, the employee shall be charged one personal leave day or one vacation day for each day you are not at work. Employees should consult the appropriate collective bargaining agreement for more information. This does not pertain to essential City workers.

Dress Code

Dress, grooming and personal hygiene must be appropriate for the position. Uniforms are required for certain jobs and are to be worn in accordance with applicable departmental standards. All other employees are required to dress in a manner that is normally acceptable in similar business establishments and consistent with applicable safety standards. Employees shall not wear suggestive attire, jeans, athletic clothing, shorts, sandals, T-shirts, novelty buttons, baseball hats and similar items of casual attire that do not present a businesslike appearance. Hair, sideburns, moustaches and beards must be clean, combed and neatly trimmed. Shaggy, unkempt hair is not permissible regardless of length. With the advance approval of the CITY MANAGER title the City will make reasonable religious accommodations that do not violate safety standards. Employees violating this policy shall be required to take corrective action or will be sent home without pay. Certain Departments will be exempt from this depending on the nature of the work; please check with your supervisor.

The following is a guideline for appropriate dress:

Police Officers, Superior Officers and Firefighters:

Wear regulation uniforms as specified in the Police and Fire Departments Regulation Handbooks.

Friday is “casual day” for non-uniformed municipal employees.

The following are not appropriated for casual dress day: tank/halter/cabana tops; shorts, miniskirts, sandals (dress sandals are ok), pajamas, beach thongs, bathing suits, transparent blouses/shirts; outfit which exposes the midriff area; hair curlers and nets; dangling and/or large jewelry that can be caught in machinery, doors, etc.; faded ripped or torn clothing, sweat pant outfits/work-out attire and tight clothing.

Thursday is casual day for Court employees.

Casual days are subject to change at the discretion of the City Manager.

Public Works:

All employees shall dress in an appropriate and safe manner which shall be at the discretion of supervisors and senior management.

Telephone Policy

Telephone manners are of the utmost importance to the City. Employees must always be courteous and helpful on the telephone. In many cases, the only contact an individual has with the City is via telephone. Calls are to be answered and/or returned quickly and pleasantly. Always remember to say please and thank you. If a caller is angry and/or abusive, do not respond in kind. When using a telephone on City business, remember you represent the entire City to the person calling. When you answer calls promptly and courteously, you make a favorable impression on the caller.

As employees of the City we must understand that our salary is paid by Asbury Park taxpayers. The City will take steps to insure that this is the guiding principle that directs our actions.

Personal use of the City’s telephone at any time is prohibited, except in an emergency. Violation of this policy by an employee may result in disciplinary action. Long distance telephone calls, except for city business, are prohibited at all times. Violation of the long distance calls policy will result in personal reimbursement for non-sanctioned calls and/or disciplinary action up to and including termination.

WORK SAFETY

The City will provide a safe and healthy work environment and shall comply with the Public Employees Occupational Safety and Health Act (PEOSHA). The City is equally concerned about the safety of the public. Consistent with this policy, employees will receive periodic safety training and will be provided with appropriate safety equipment. Employees are responsible for observing safety rules and using available safety devices including personal protective equipment. Failure to do so constitutes grounds for disciplinary action. Any occupational or public unsafe condition, practice, procedure or act must be immediately reported to the supervisor or Department Head. Any on-the-job accident or incident

involving City facilities, equipment or motor vehicles must also be reported to the supervisor or Department Head as per the guidelines in this Policy

The City Manager may appoint a Safety Committee that meets on a regular basis to discuss and recommend solutions to safety problems. Employees are encouraged to discuss safety concerns with their Safety Committee Representative and the City Manager.

Safety Glasses

As part of its accident prevention program, the City of Asbury Park requires employees who are involved in physical activities to have and wear safety glasses. Eye injuries can be easily caused by flying debris and result in serious long term disabilities to an employee. All employees engaged in physical activities shall wear safety glasses whenever on the job and must wear special masks/goggles when required to do so, they will be subject to disciplinary proceedings.

If the City has provided safety glasses/goggles; the employee will be expected to wear the glasses/goggles and maintain them in good condition. The City will replace any safety glasses/goggles broken as a result of job related accident. However, if the glasses/goggles are damaged as a result of the employee's negligence, then the employee must have them repaired or replaced at their own expense.

No Smoking Policy:

The New Jersey Legislature has declared that in all governmental buildings the rights of non-smokers to breathe clean air supersedes the rights of smokers. In accordance with State law, the City has adopted a smoke-free policy for all buildings. City facilities shall be smoke-free and no employee or visitor will be permitted to smoke anywhere in City buildings. Employees are permitted to smoke only outside City buildings and such locations as not to allow the re-entry of smoke into building entrances. Smoking inside vehicles owned by the City and near equipment that may be sensitive to smoke is also prohibited. This policy shall be strictly enforced and any employee found in violation will be subject to disciplinary action.

At the Public Works facility, there shall be no smoking within the fenced-in yard.

There shall be no smoking in City owned vehicles.

Workplace Violence Policy:

The City will not tolerate workplace violence. Violent acts or threats made by an employee against another person or property are cause for immediate dismissal and will be fully prosecuted. This includes

any violence or threats made on City property, at City events or under other circumstances that may negatively affect the City's ability to conduct business.

Prohibited conduct includes:

- Causing physical injury to another person;
- Making threatening remarks;
- Aggressive, hostile, or bullying behavior that creates a reasonable fear of injury to another person or subjects another individual to emotional distress;
- Intentionally damaging employer property or property of another employee;
- Possession of a weapon while on City property or while on City business except with the authority of the Police Chief or highest ranking law enforcement officer; and
- Committing acts motivated by, or related to, sexual harassment or domestic violence.

Any potentially dangerous situations must be immediately reported. The City will actively intervene in any potentially hostile or violent situation.

General Anti-Harassment Policy:

It is the City's policy to prohibit harassment of an employee by another employee, management representative, supplier, volunteer, or business invitee on the basis of actual or perceived sex, race, creed, color, religion, national origin, ancestry, age, marital or political status, affectional or sexual orientation, domestic partnership status, civil union status, atypical heredity, cellular or blood trait, genetic information, disability (including AIDS or HIV infection), gender identity or expression, liability for service in the United States armed forces, and/or any other characteristic protected by law. Harassment of non-employees by our employees is also prohibited. While it is not easy to define precisely what harassment is, it includes slurs, epithets, threats, derogatory comments, unwelcome jokes, teasing, caricatures or representations of persons using electronically or physically altered photos, drawings or images, and other similar verbal, written, printed or physical conduct.

If an employee is witness to or believes to have experienced harassment, immediate notification of the supervisor or other appropriate person should take place. See the Employee Complaint Policy.

Harassment of any employees, in connection with their work, by non-employees may also be a violation of this policy. Any employee who experiences harassment by a non-employee, or who observes harassment of an employee by a non-employee should report such harassment to the supervisor. Appropriate action will be taken against any non-employee.

Notification of appropriate personnel of any harassment problem is essential to the success of this policy and the [local unit type] generally. The City cannot resolve a harassment problem unless it knows about it. Therefore, it is the responsibility of all employees to bring those kinds of problems to attention of the appropriate officials so that steps are taken to correct them.

Violation of this harassment policy will subject employees to disciplinary action, up to and including immediate discharge.

TRANSITIONAL (LIGHT) DUTY POLICY

The City will endeavor to bring employees with temporary disabilities back on the job as soon as possible and may assign transitional duty to employees who temporarily cannot perform the essential functions of their positions because of injury or illness. Traditional duty is not guaranteed and will not exceed forty-five workdays.

An employee requesting transitional duty or the Workers' Compensation Physician shall notify the Department Head and copy the City Manager as soon as the temporarily disabled employee is able to return to work. Any restrictions will be detailed. Transitional duty will only be assigned if the employee will probably be able to perform the essential functions of the regular position after the transitional duty period. The City Manager will consult with the department head to determine if there is any meaningful work that can be performed consistent with the restrictions. Transitional duty assignments may be in any department and not just the employee's normal department. The City Manager and/or Department Head will decide if it is in the best interest of the City Manager to approve a transitional duty request and will notify the employee of the decision. The City reserves the right to terminate the transitional duty assignment at any time without cause.

Employees may not refuse transitional duty assignments that are recommended by the Workers' Compensation Physician. In such cases, failure to report to work as directed shall result in disciplinary action including but not limited to termination. If the employee believes that the transitional duty assignment is beyond the employee's abilities, the employee may request a meeting the City Manager who will render a written response within 24 hours.

Employees on transitional duty will receive their regular salaries and are prohibited from engaging in outside employment of any kind unless they receive prior written approval from the Workers Compensation Physician that no further harm may occur in said secondary job and the City Manager must also approve. If transitional duty is approved, the employee or Workers' Compensation Physician must keep the Department Head informed of the medical progress. Employees assigned to transitional duty will be allotted time off to attend medical or physical therapy appointments but must request leave time for any other reason. If at the end of the transitional duty period the employee is not able to return to work without restrictions, the City reserves the right at its sole discretion to extend the transitional duty or place the employee back on workers' compensation or disability. This policy does not affect an employee's rights under the Americans with Disabilities Act, the Family and Medical Leave Act, the Fair Labor Standards Act, the Contagious or Life Threatening Illnesses Policy or other Federal or State law.

"Whistle Blower" Policy:

Employees have the right under the "Conscientious Employee Protection Act (CEPA)" to complain about any activity, policy or practice that the employees reasonably believe is in violation of a law, rule, or regulation promulgated pursuant to law without fear of retaliation or reprisal. This right shall be communicated to all employees in an annual letter outlining the specific employee complaint procedure and in a posted notice. A written acknowledgement that the employee received, read, and understood

this letter will be included in the employee's official personnel file. The annual notice shall be in English and Spanish and must contain the name of the person who is designated to receive written notification of policies or practices that might violate CEPA. This right will also be communicated in the Employee Handbook. All complaints will be taken seriously and promptly investigated.

The City shall not take any retaliatory action or tolerate any reprisal against an employee for any of the following:

- Disclosing or threatening to disclose to a supervisor, Department Head, the CITY MANAGER title, other official or to a public body, as defined in the Conscientious Employee Protection Act (N.J.S.A. 34:19-1 et seq.) an activity, policy or practice that the employee reasonably believes is in violation of a law, a rule or regulation promulgated pursuant to law;
- Providing information to, or testifying before any public body conducting an investigation, hearing, an inquiry into any violation of law, or a rule or regulation promulgated pursuant to law; or
- Objecting to, or refusing to participate in any activity, policy, or practice that the employee reasonably believes is a violation of a law, rule or regulation promulgated pursuant to law; is fraudulent or criminal; or is incompatible with a clear public policy mandate concerning the public health, safety, or welfare.

In accordance with the statute, the employee must bring the violation to the attention of the City Manager. However, disclosure is not required where (1) the employee is reasonably certain that the violation is known to one or more officials; (2) where the employee reasonably fears physical harm; or (3) the situation is emergency in nature. Employees are encouraged to complain in writing using the Employee Complaint form. See Employee Complaint Policy. Under the law, the employee must give the City a reasonable opportunity to correct the activity, policy or practice. The administration of whistleblower complaints is not subject to the limitations in the Grievance Policy.

RETALIATION

It shall be a violation of this policy for any employee to take reprisals against any person because she/he has filed a complaint, testified or assisted in any proceedings in this policy. Threats, other forms of intimidation and/or retaliation against the complainant or any other party based on involvement in the complaint process may be cause for disciplinary action.

Video Surveillance

The City may install video surveillance camera systems within public buildings and throughout public areas within the City, primarily as visual deterrents of criminal behavior and for the protection of employees and municipal assets. In implementing these video camera systems, the City will ensure compliance with federal, state and local laws governing such usage.

The City video surveillance camera systems are a significant tool to which the employees of the City will avail themselves in order to complete the goals and objectives of the City. Employees are only permitted

to use the video surveillance camera systems for a legitimate purpose and with proper authorization. The City Manager designee will be responsible for authorization of users; said designee shall be the highest ranking law enforcement officer unless otherwise stated in a memorandum. The improper use of these systems can result in discipline up to and including termination.

No employee is permitted to view, continually watch, search, copy or otherwise use one of the City video surveillance camera systems or tamper with access, archive, alter, add to, or make copies of any data that has been recorded and stored within any of these systems without (1) a specific legitimate purpose and (2) permission for the designee of the City.

The City shall designate a person to be responsible for the maintenance and administration of the video surveillance camera system. Such designee will be responsible for maintaining a user access log detailing the date and name of individuals who view/access a stored recording.

Any employee who becomes aware of any unauthorized disclosure of a video record in a contravention of this policy and/or a potential privacy breach has the responsibility to ensure that the City Manager are immediately informed of such breach.

Safety Vests

The City has purchased reflecting safety vests to be worn by those city employees who work in the streets. These vests are to be worn by employees when working in the streets to protect employees from vehicle accidents. Employees who refuse to wear the safety vest while working in the street will be subject to disciplinary action.

Electronic Equipment

The City's Communication Media are the property of the City and, as such, are to be used for legitimate business purposes only. For purposes of this Communication Media Policy, "Communication Media" includes all electronic media forms provided by the City, such as cell phones, smart phones, computers, electronic tablets, access to the internet, voicemail, email, and fax. Employees are restricted from accessing or using the company's Communication Media for personal purposes during company time on company equipment without prior authorization from the Administration to do so.

All data stored on and/or transmitted through Communication Media is the property of the City. For purposes of this policy, "Data" includes "electronically-stored files, programs, tables, data bases, audio and video objects, spreadsheets, reports and printed or microfiche materials which serve a City business purpose, regardless of who creates, processes or maintains the data, or whether the data is processed manually or through any of the City's mainframe, midrange or workstations; servers, routers, gateways, bridges, hubs, switches and other hardware components of the City's local or wide-area networks."

The City respects the individual privacy of its employees. However, employee communications transmitted by the City's Communication Media are not private to the individual. **All Communication Media and all communications and stored information transmitted, received, or contained in or through**

such media may be monitored by the City. The City reserves the absolute right to access, review, audit and disclose all matters entered into, sent over, placed in storage in the City's Communication Media.

By using the City's equipment and/or Communication Media, employees consent to have such use monitored at any time, with or without notice, by City personnel. The existence of passwords does not restrict or eliminate the City's ability or right to access electronic communications. However, pursuant to New Jersey law, the City cannot require the employee to provide ~~theirs~~ password to his/her personal account(s).

All email, voicemail and Internet messages (including any technology-based messaging) are official documents subject to the provisions of the Open Public Records Act (NJSA 47:1A-1). Employees of the City are required to use the assigned municipal email account for ALL City business and correspondence. The use of private email accounts for ANY City business or during business hours is strictly prohibited. Employees are hereby advised that if they conduct work-related business on their personal emails, cell phones, or other personal Communication Media, it is also subject to the provisions of the Open Public Records Act. However, nothing in this social media policy prevents employees from using his/her own personal Communication Media during the employee's non-working hours to engage or participate in protected concerted activities pursuant to the National Labor Relations Act. Protected concerted activities include when an employee addresses group concerns with the employer; forms, joins or helps a labor organization; initiates, induces or prepares for group action; or speaks on behalf of or represents other employees. Nevertheless, employees are encouraged to resolve workplace grievances internally by discussing issues with their supervisor and/or the Administration, and are asked to refrain from posting comments or materials on Communication Media that can be viewed as malicious, obscene, threatening, intimidating, or that could create a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law if the employee chooses to address their grievances using Communication Media.

Employees can only use the City's Communication Media for legitimate business purposes. Employees may not use City's Communication Media in any way that is defamatory, obscene, or harassing or in violation of any City rules or policy. Examples of forbidden transmissions or downloads include sexually-explicit messages; unwelcome propositions; ethnic or racial slurs; or any other message that can be construed to be harassment or disparaging to others based on their actual or perceived age, race, religion, sex, sexual orientation, gender identity or expression, genetic information, disability, national origin, ethnicity, citizenship, marital status or any other legally recognized protected basis under federal, state or local laws, regulations or ordinances. Further, discriminatory remarks, harassment, bullying, threats of violence and similar behavior that is not tolerated in the workplace are also not acceptable through Communication Media, whether same is performed on the City's equipment or on the employee's own personal Communication Media.

Social Media and its uses in government and daily life are expanding each year however, information posted on a website is available to the public; therefore, employees must adhere to the following guidelines for their participation in social media. Only those Employees directly

~~authorized by the City Manager may engage in social media activity during work time through the use of the City's Communication Media, as it directly relates to their work and it is in compliance with this policy.~~

Commented [O3]: From MEL updated language

All employees, who have been granted access to electronically-stored data, must use a logon ID assigned by City. Certain data, or applications that process data, may require additional security measures as determined by the City. Employees must not share their passwords; and each employee is responsible for all activity that occurs in connection with their passwords.

All employees may access only data for which the City has given permission. All employees must take appropriate actions to ensure that City data is protected from unauthorized access, use or distribution consistent with these policies. Employees may not access or retrieve any information technology resource and store information other than where authorized. All City data must be stored centrally as required by. This provides greater security, and ensures backup of all (local unit type) data is performed.

Employees must not disable anti-virus and other implemented security software for any reason, in order to minimize the risk of introducing computer viruses into the City's computing environment.

Employees may not install, remove or modify ANY hardware device, software application, program code, either active or passive, or a portion thereof, without the express written permission from the City. Employees may not upload, download, or otherwise transmit commercial software or any copyrighted materials belonging to parties outside of the City, or licensed to the City. Employees shall observe the copyright and licensing restrictions of all software applications and shall not copy software from internal or external sources unless legally authorized. Workstation settings and configurations and network settings must not be modified by unauthorized employees. Internet security settings (where applicable) must not be changed. The foregoing includes but is not limited to the systems Network ID (or Computer Name), IP Address, Gateway and DNS addresses etc.

The City encourages employees to share information with co-workers and with those outside the City for the purpose of gathering information, generating new ideas and learning from the work of others to the extent such sharing is permitted by the City. Social media provide inexpensive, informal and timely ways to participate in an exchange of ideas and information. However, information posted on a website is available to the public; therefore, employees must adhere to the following guidelines for their participation in social media. Employees may engage in social media activity during work time through the use of the City's Communication Media, provided that it is directly related to their work and it is in compliance with this policy.

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the use of the City's Communication Media, provided that it is directly related to their work and it is in compliance with this policy.

Employees must not reveal or publicize confidential City information. Confidential proprietary or sensitive information may be disseminated only to individuals with a need and a right to know, and where there is sufficient assurance that appropriate security of such information will be maintained. Such information includes, but is not limited to the transmittal of personnel information such as medical records or related information. In law enforcement operations, confidential, proprietary or sensitive information also includes criminal history information, confidential informant identification, and intelligence and tactical operations files.

Employees are prohibited from releasing or disclosing any internal working documents to social media sites. This includes, but is not limited to, screenshots of computer stations, pictures of monitors and/or actual documents themselves without the prior approval of the City Manager. Photographs, pictures, digital images of any crime scenes, traffic crashes, arrestees, detainees, people or job related incident or occurrence taken with the City's Communication Media to any person, entity, business or media or Internet outlet whether on or off duty without the express written permission of the City Manager (CITY MANAGER Title). Except in "emergency situations," Employees are prohibited from taking digital images or photographs with media equipment not owned by the City. For purposes of this section, an "emergency situation" involves a sudden and unforeseen combination of circumstances or the resulting state that calls for immediate action, assistance or relief, and may include accidents, crimes and flights from accidents or crimes and the employee does not have access to the City's Communication Media. If such situation occurs, employee agrees that any images belong to the City and agree to release the image to the City and ensure its permanent deletion from media device upon direction from the City.

No media advertisement, electronic bulletin board posting, or any other posting accessible via the Internet about the City or on behalf of the City, whether through the use of the City's Communication Media or otherwise, may be issued unless it has first been approved by the City Manager or Director of Communication. Under no circumstances may information of a confidential, sensitive or otherwise proprietary nature be placed or posted on the Internet or otherwise disclosed to anyone outside the City.

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Because (authorized) postings placed on the Internet through use of the City's Communication Media will display on the City's return address, any information posted on the Internet must reflect and adhere to all of the City's standards and policies.

All users are personally accountable for messages that they originate or forward using the City's Communication Media. Misrepresenting, obscuring, suppressing, or replacing a user's identity on any Communication Media is prohibited. "Spoofing" (constructing electronic communications so that it appears to be from someone else) is prohibited.

Employees must respect the laws regarding copyrights, trademarks, rights of public City and other third-party rights. Any use of the City's name, logos, service marks or trademarks outside the course of the

employee's employment, without the express consent of the City, is strictly prohibited. To minimize the risk of a copyright violation, employees should provide references to the source(s) of information used and cite copyrighted works identified in online communications.

~~To the extent that employees use social media outside of their employment and in so doing employees identify themselves as City's employees, or if they discuss matters related to the City on a social media site, employees must add a disclaimer on the front page, stating that it does not express the views of the City, and the employee is expressing only their personal views. For example: "The views expressed on this website/web log are mine alone and do not necessarily reflect the views of my employer." Place the disclaimer in a prominent position and repeat it for each posting that is expressing an opinion related to the City or the City's business. Employees must keep in mind that, if they post information on a social media site that is in violation of City policy and/or federal, state or local laws, the disclaimer will not shield them from disciplinary action.~~

To the extent that employees use social media outside their employment while engaging in protected concerted activities as defined above, employees will not be subject to discipline or retaliation for expressing views, opinions, and/or facts surrounding the City's employment policies. Employees are advised that if they post information on social media that is in violation of either the terms and conditions of the within social media policy, or in violation of federal, state, or local laws, the nothing will not shield them from disciplinary action. However, no retaliation or discipline will result if and when employees are engaging in protected concerted activity, and/or choose to report inappropriate social media activities to the City Administration.

~~Nothing in these policies is designed to interfere with, restrain or prevent employee communications regarding wages, hours or other terms and conditions of employment. City employees have the right to engage in or refrain from such activities.~~

Nothing in these policies is designed to interfere with, restrain, or prevent social media communications by employees engaging in protected concerted activities regarding wages, hours, or other terms and conditions of employment pursuant to the National Labor Relations Act. All City employees have the right to engage in or refrain from such activities.

The City provides Internet access to its employees in order to make available a vast array of information resources and to allow participation in and access to increasing county and state resources.

Employees must comply with all policies adopted by the City, including but not limited to policies regarding prohibition of discrimination and harassment and all applicable federal, state and local laws, including laws governing the transmission and dissemination of information while accessing the Internet.

Employees who are using Internet may not:

- Use the network to make unauthorized entry into other computational, informational or communication services or resources;
- Distribute unsolicited advertising;
- Invade the privacy of others;
- Make any attempt to damage computer equipment or software;
- Engage in any activity that is harassing or defamatory;
- Use the Internet for any illegal activity, including violation of copyright or other rights of third parties, or in a manner inconsistent with the Township's tax-exempt status or its proper operation; and/or
- Download unauthorized software, fonts, templates or scripts.

As stated in the Communications Policy, and elsewhere in this document, the City reserves the right to monitor the employee's Internet usage. In addition the City has the right to restrict access to specific types of prohibited content through the use of a content filtering system.

ALCOHOL AND DRUG POLICY

Employees must check with their Supervisor to see if a particular alcohol and/or drug policy applies to their department (i.e. Department of Public Safety, employees with a CDL license and/or in safety-sensitive position). If so, the policy for the specific department is the only Alcohol and Drug Policy which applies to those employees.

This policy conforms to current State of New Jersey law upon the publication of this manual. This policy will at all times be interpreted and enforced in accordance with current New Jersey law.

The City recognizes that the possession or use of unlawful drugs and the abuse of alcohol pose a threat to the health and safety of all employees. Any employee who appears to be intoxicated or under the influence of alcohol or drugs during working hours or is under reasonable suspicion of same shall be immediately tested and is subject to discipline up to and including termination. The supervisor or Department Head will immediately report any reasonable suspicions to the CITY MANAGER.

An employee will be required to submit to alcohol, drug or controlled substance testing when the employee's work performance causes a reasonable suspicion that that employee is impaired due to current intoxication, drug or controlled substance use, or in cases where employment has been conditioned upon remaining alcohol, drug, or controlled dangerous substance free following treatment. Refusal to submit to testing when requested may result in immediate disciplinary action, including termination. Supervisors or Department heads that observe behavior constituting reasonable suspicion are required to institute testing and do not have the option of sending the employee home as an alternative.

The manufacturing, distribution, dispensation, possession, and use of alcohol or unlawful drugs on City premises, vehicles or during work hours by employees is strictly prohibited.

Employees must notify their supervisor within three (3) days of conviction for a drug or alcohol related violation, whether or not the violation occurred in the workplace.

Employees who maintain a Commercial Driver's License (CDL) are subject to random drug testing as required by the federal government.

Employees using prescription drugs that may affect job performance or safety must notify the City Manager and the Personnel Officer who is required to maintain the confidentiality of any information regarding an employee's medical condition in accordance with the Health Insurance Portability and Protection Act. City personnel who hold a Commercial Driver's License (CDL) are subject to the provisions of the Commercial Driver's Licenses Drug and Alcohol Testing Policy. (A program to assist employees who may have a drug/alcohol problem is provided through the City's Employee Assistance Program.)

No prescription drug should be used by any person other than the individual to whom it is prescribed. Such substances or non-prescription (over-the-counter) drugs should be used only as prescribed or indicated. Employees are prohibited from consuming prescription drugs that are not prescribed in their name on City property or while performing City business. Soliciting or distributing prescription drugs for or to other employees is also strictly prohibited.

SEXUAL HARASSMENT POLICY

AT ANY TIME ANY PERSON FEELING THAT THEY ARE THE VICTIM OF SEXUAL HARASSMENT MAY BYPASS THE CHAIN OF COMMAND AS OUTLINED AND IMMEDIATELY SEEK OUT THE INVOLVEMENT OF THE CITY MANAGER. It is the policy of the City of Asbury Park to prohibit sexual harassment of any employee by another employee, supervisor or a third party. Harassment of third parties by an employee of the City is also prohibited. The purpose of this policy is to assure that in the work place, no employee is subject to sexual harassment. Sexual harassment includes: unwelcome sexual advances, requests for sexual and/or verbal or physical conduct of a sexual nature, including, but not limited to drawings, pictures, jokes, teasing, uninvited touching or other sexually related comments.

Sexual harassment of an employee will not be tolerated by the City of Asbury Park. Violations of this policy will result in the disciplinary action, up to and including termination. There will be no adverse action taken against employees who report violations of this policy or participate in the investigation of such violations.

ANY employee who feels that (s)he is a victim of sexual harassment should immediately report such actions in accordance with the following procedure. All complaints will be promptly and thoroughly investigated.

AN EMPLOYEE WHO FEELS HE/SHE HAS BEEN SEXUALLY HARASSED SHOULD:

1. Tell the harasser in no uncertain terms that the behavior is unwanted and remove themselves as best possible from the situation

2. Keep a log, record the incident, in detail, note the date, time and place of each incident and any possible witnesses;
3. Inform the immediate supervisor and/or the next supervisory level immediately, in writing, immediately. A complaint of sexual harassment form is provided in this manual as Appendix B. (An employee may consult with the City Manager, if he/she cannot comfortably hold a discussion with the supervisor);
4. The immediate supervisor of the employee will report the incident to the Affirmative Action Officer if not bypassed directly to the City Manager;
5. The Affirmative Action Officer will promptly schedule individual review meetings with the complainant and the accused and respond to the complaint. The Affirmative Action Officer may also:
 - A. Permit the attendance of counsel or union representative, if applicable.
 - B. Make sound or video recordings of the meetings if he or she feels same is advisable.
 - C. Obtain signed statements from the complainant, the accused and all witnesses at the conclusion of the meeting(s) to verify information they presented.
 - D. The Affirmative Action Officer shall present his/her findings in a written report to the City Manager and the City Council promptly upon the conclusion of the investigation for review and action.
6. The City Manager will make his/her decision, based on the findings of the report and notify all parties involved. The City Manager will then take the appropriate disciplinary action, if necessary.

The City's Affirmative Action Officer as outlined above will promptly investigate every reported incident of sexual harassment immediately. The City will conduct all investigations in a discreet manner. Confidentiality will be maintained throughout the investigation process. The City recognizes that every investigation requires a determination based on all the facts in the matter. The investigation may include, but need not be limited to, interviews and written statements from the victim, the alleged harasser and any witnesses. The City Manager or Affirmative Action Officer may request the assistance of the City Labor Attorney, other supervisory personnel, or outside sources, such as the County Human Relations Commissions, in conducting the investigation.

False Accusations of Sexual Harassment

A charge of sexual harassment is a grave and serious accusation. A false accusation of sexual harassment will be treated as a disciplinary offense and will result in a level of punishment appropriately for a person actually engaging in such behavior.

A person who knowing or recklessly fails to give truthful statements to the Affirmative Action Officer shall also be guilty of having made false accusations.

EMPLOYMENT INFORMATION

Outside Employment

Outside employment will be subject to any relevant provisions in a collective bargaining agreement. In the absence of appropriate contractual language, a written request to engage in outside employment shall be submitted to the City Manager or his/her designee for approval. Notice of any approved outside employment will be given by the City Manager to the appropriate department head and Payroll Supervisor. The Department Head, City Manager or designee may approve or deny such as request.

Change of Vital Information

An employee is responsible for notifying the Payroll office within three (3) work days of any change in name, address and/or phone number. Further, it is an employee's responsibility to ensure that all necessary information for taxes and health benefits is kept current and accurate.

Employee Assistance Program

The City will offer an Employee Assistance Program (EAP) through the insurance carrier or as a stand-alone activity. To the fullest extent possible under the law and/or existing contracts, an employee shall seek assistance by the EAP Provider for stress or other issues they feel are associated with the workplace.

Driver's License Policy:

Any employee whose work requires that the operation of City vehicles must hold a valid New Jersey State Driver's License.

All new employees who will be assigned work entailing the operating of a City vehicle will be required to submit to a Department of Motor Vehicles driving records check as a condition of employment. A report indicating a suspended or revoked license status may be cause to deny or terminate employment.

Periodic checks of employee's drivers' licenses through visual and formal Department of Motor Vehicles review checks shall be made by Department Heads or Division Supervisors. Any employee who does not hold a valid driver's license will not be allowed to operate a City vehicle until such time as a valid license is obtained. If the license is required for job duties, the employee may face disciplinary action up to and including termination.

Any employee performing work which requires the operation of a City vehicle must notify the immediate supervisor in those cases where a license is expired, suspended or revoked and/or who is unable to obtain an occupational permit from the State Department of Licensing. An employee that fails to report such an instance, is subject to disciplinary action, including demotion or termination. An employee who fails to immediately report such revocation or suspension to their supervisor and continues to operate a City vehicle shall be subject to possible termination.

Any information obtained by the City in accordance with this section shall be used by the City only for carrying out its lawful functions and for other lawful purposes in accordance with the Driver's Privacy Protection Act (18 U.S.C. S 2721 et seq.)

Medical Examinations

Some employees are required to have a medical examination prior to employment by the City. The examination will be performed by a physician designated by the City at no cost to the employee. Some employees, as required by State and Federal Law, must take medical examinations during employment. Employees required to take medical examinations during employment should consult their supervisor for the appropriate policy and/or procedure for the examinations.

Work Related Injuries and Worker's Compensation Policy

All injuries sustained on the job must be reported to the employee's supervisor within seventy-two hours and this information shall be provided to the insurance carrier. Failure to report injuries and/or complete notification requirements in a timely manner may result in disciplinary action up to termination.

Employees should consult the appropriate Supervisor or Department Head for the proper procedure for reporting an injury and if necessary, the injury leave process.

Employees who suffer job related injuries and illnesses may be entitled to medical expenses, lost income and other compensation under the New Jersey Workers Compensation Act. The City covers workers compensation benefits (through its membership in a joint insurance fund) (with a self-insurance plan). Any occupational injury or illness must be immediately reported to the supervisor or Department Head. All required medical treatment must be performed by a Workers Compensation Physician appointed by the applicable insurance coverage and payment for unauthorized medical treatment may not be covered pursuant to the Act.

Unless explicitly provided for in a bargaining agreement, the City will only pay, either directly or through its Workers' Compensation insurer, those benefits that are specifically provided for under the Workers' Compensation Act and will not supplement these benefits with additional benefits pursuant to NJSA 11A:6-8.

Use of Automobiles

Certain City officials, by virtue of their position, are assigned City cars for use on City business. Other employees, from time to time, be required to use a car for City business. All vehicles shall be lettered as per IRS Publication 15b. Non-City employees are prohibited from riding in City vehicles for non-work related matters. If you are required to transport a citizen, you must have permission of your supervisor or department head. Any employee's use of a City vehicle is to be authorized by the City Manager only. Only emergency first responders, staff who routinely responds to emergent needs after normal work hours, police managers with oversight and investigatory status, the top two law enforcement personnel and positions that are fully grant funded may utilize City vehicles for take home use and all usage will be done in accordance with IRS Publication 15b. The following list may utilize a City vehicle to travel to and from the City. The City Manager must sign off on any new requests for an employee to utilize a City vehicle:

- Police Chief
- Deputy Police Chief
- Police - Office in charge of the Street Crimes unit
- Public Works Superintendent/Director
- Public Works - Deputy Director
- Public Works – Sewer Plant Manager (highest ranking employee)

- Construction Code Official
- Director of Community and Social Services
- Social Worker – only if position is grant funded and responds to weekend and off hour calls
- Fire Chief
- Fire Official

Auto Accidents

If you are involved in a motor vehicle accident while driving on behalf of the City you must:

1. Notify the police immediately. Request an ambulance for any injured persons.
2. Obtain the other driver's name, address and license number from their driver's license. Also obtain all drivers' insurance information.
3. Obtain the name and address of anyone injured.
4. Obtain the name and address of any witnesses.
5. Get a description of the vehicle such as color, make, body style and license plate number.
6. Do not discuss fault with anyone.
7. Report the details of the accident to your supervisor immediately.

Pay Plan

On file in the City Manager's office is the current pay plan, classification plan and salary ordinance. Employees are hired, appointed or promoted into positions in the ranges stated in the classification plan and at the salary stated in the ordinance and any applicable contract. This information is also available in the Finance Department with the employee responsible for payroll.

Disciplinary Action

Supervisors and/or the City Manager are charged with the responsibility of disciplining employees who do not conduct themselves in the best interest of the City of Asbury Park and its citizens. All employees of the City of Asbury Park are expected to comply with rules of the conduct described in this manual, with the City Code, with all policies governing their department and with all lawful orders of their superiors.

The following examples of misconduct are cause for disciplinary action as prescribed by the Civil Service Commission rules. This list is not exhaustive, only illustrative:

- neglect of duty
- incompetency or inefficiency
- incapacity due to mental or physical disability
- intoxication while on duty
- chronic or excessive absenteeism or tardiness
- neglect, waste or destruction of City property
- insubordination
- disorderly or immoral conduct
- falsifying documents
- conviction of a crime
- conduct unbecoming a public employee
- other serious offenses and sufficient cause (N.J.S.A.4A:2-2.3)

Disciplinary action can consist of counseling, verbal warning, written warning, and suspension without pay, fine or termination. All discipline will be imposed in accordance with all applicable statutes and Civil Service Commission rules.

A disciplinary action may be initiated by a supervisor, department head or the City Manager. Copies of all written notices must be filed with the City Manager's office who will forward same to the Payroll Department for inclusion in that employee's personnel file. All suspensions and dismissals must be in writing and on appropriate Civil Service Commission or local forms. Some of these disciplinary actions can and will be "skipped" depending upon the severity of the alleged offense or misconduct.

There are two (2) types of disciplinary actions which may be filed against an employee.

- Minor Disciplinary Action – as found in (N.J.A.C. 4A:2-3.1).
- Major Disciplinary Action as found in (N.J.A.C. 4A:2-2.1)

Major Discipline may include but is not limited too:

1. Removal;
2. Disciplinary demotion;
3. Suspension or fine for five (5) working days at any one time;
4. Suspension or fine for five (5) working days or less where the aggregate number of days suspended or fined in any one calendar year is fifteen (15) working days or more.

The processing of all disciplinary charges and the implementation of any suspension or fines against an employee shall be conducted pursuant to statute and Civil Service Commission rules (See N.J.A.C. 4A:2-1.1, et seq.).

The causes of both minor and major discipline are found in N.J.A.C. 4A:2-2.3 General causes

(a) An employee may be subject to discipline for:

1. Incompetency, inefficiency or failure to perform duties;
2. Insubordination;
3. Inability to perform duties;
4. Chronic or excessive absenteeism or lateness;
5. Conviction of a crime;
6. Conduct unbecoming a public employee;
7. Neglect of duty;
8. Misuse of public property, including motor vehicles;
9. Discrimination that affects equal employment opportunity (as defined in N.J.A.C. 4A:7-1.1), including sexual harassment;
10. Violation of Federal regulations concerning drug and alcohol use by and testing of employees who perform functions related to the operation of commercial motor vehicles, and State and local policies issued thereunder;
11. Violation of New Jersey residency requirements as set forth in P.L. 2011, c. 70; and
12. Other sufficient cause.

Resignation

An employee must give at least fourteen (14) days written or verbal notice to his/her department head if he/she plans to resign, unless the appointing authority consents to a shorter notice. An employee may also be deemed to have resigned not in good standing if he meets the conditions set forth in N.J.A.C. 4A:2-6.2. Employees will be paid for unused vacation time minus any leave advanced to him/her that was not earned prior to the termination of employment. Failure to give sufficient written notice may jeopardize payment for unused vacation time. No payment shall be paid until all City property has been returned to the City Manager.

It is considered automatic resignation if an employee is absent from his/her job for a period of five (5) consecutive days without reporting the absence during said time period.

Retirement

An employee should give at least three (3) months notice to his/her department head if he/she plans to retire. Applications must be prepared and approved prior to the effective date, which must be the 1st of the month. All vacation and compensatory time must be used prior to the effective date of retirement except in cases as outlined in existing contracts and State law.

Leave of Absence

Permanent employees may be granted a leave of absence without pay if they have compelling reasons. While on leave of absence, an employee does not receive a salary or health benefits and does not accumulate vacation or sick leave, but does retain all Civil Service Commission rights.

A leave of absence beyond one (1) year may only be granted for military service, and then only with the approval of the Civil Service Commission.

Reinstatement shall be consistent with all applicable laws and regulations. Employees must consult the appropriate collective bargaining agreement for the specific leave of absence policy which applies to their bargaining unit.

The leave must include the use of any accrued vacation and sick leave time, regardless of the length of leave requested. The portion of the leave that runs beyond the exhaustion of vacation and sick leave will be without pay or longevity credit.

Personal leaves are not granted for the purpose of seeking or accepting employment with another employer, or for extended vacation time. Employees on personal leave of absence for more than two weeks in any month will not receive holiday pay, and will not accrue personal leave, sick leave or vacation time for that month. Health benefits may also be impacted. If the employee fails to return within five business days after the expiration of the leave, the employee shall be considered to have resigned.

Grievance Procedures

A grievance is any controversy arising over the interpretation, application or alleged violation of the terms and conditions of a collective bargaining agreement, and may be raised by an employee, his/her union representative or the City.

The grievance procedure is set forth in your collective bargaining agreement.

Non-union employees may file a grievance directly with the City Manager's Office.

Political Activity

Employees of the City are prohibited from engaging in political activities either in favor of or against any candidate, incumbent, or political party during working hours and/or in City buildings. Employees have exactly the same right as any other citizen to join political organizations and participate in political activities, as long as they maintain a clear separation between their official responsibilities and their political affiliations. Employees are prohibited from engaging in political activities while performing

their public duties and from using City time, supplies or equipment in any political activity. Any violation of this policy must be reported to the City Manager.

For those employees whose salary is paid by Federal funds, and department heads whose departments have received and spend Federal funds, there are several restrictions on political activity. These employees may not:

- be a candidate for office or work in a campaign representing a national or state political party;
- campaign for partisan candidates or political parties;
- register voters for any party only;
- collect contributions or sell tickets to political fund raising functions;
- hold office in a political club or party;
- circulate nominating petitions;
- use their official authority or influence for the purpose of interfering without affecting the result of an election or nomination for office; directly or indirectly coerce, attempt to coerce, command, or advise a State or Local officer or employee to pay, lend or contribute anything of value to a party, committee, organization, agency, or person for political purposes. 5U.S.C.1500

Use of Influence

No City official or employee is permitted to use his/her position, City officers or influence over City affairs in an attempt to promote his/her own position, standing or finances or the position, standing or finances of others contrary to the interest of the City and its residents. Taking advantage of one's City position to influence City business for personal gain is an offense punishable by law. The State of New Jersey ethics law shall be the over-riding rule.

Acceptance of Gifts

It shall be the practice of the City of Asbury Park that the acceptance of gifts, regardless of the value amount, by an employee is not allowed.

Periodic Performance Evaluations

In addition to the probationary period, all employees will receive a formal performance rating. Your performance is important to the City. Once each year, your supervisor will review your job progress and help you to set new job performance plans.

The performance review program provides the basis for better understanding between you and your supervisor, with respect to job performance, potential and your development during your employment with the City.

Every employee's supervisor will fill out the City's Performance Evaluation Form as adopted and approved by the City Manager. No other form is acceptable for an employee evaluation.
(See Appendix J)

Every employee may request a meeting with their department head to discuss their Evaluation Report.

Bulletin Board Policy:

The bulletin boards located in the City administrative building and other facilities are intended for official notices regarding policies, procedures, meetings and special events. Only personnel authorized by the Department Director or City Manager may post, remove, or alter any notice.

Employee Dating Policy:

The City recognizes the right of employees to engage in social relationships with each other, including relationships of a romantic or intimate nature. However, the municipality also recognizes that such relationships can be a problem in the workplace. They may result in favoritism, discrimination, unfair treatment, friction among coworkers, or the perception that they generate such problems.

To try to achieve a balance between employee rights and workplace needs, the City has adopted the following policy on the subject of supervisor/subordinate dating.

If such a relationship exists or develops, both parties involved shall report the fact to the City Manager..

For the purposes of this policy, a supervisor/subordinate status means a situation where one employee, irrespective of job title or civil-service classification, makes or has the authority to make decisions or to take action concerning another employee's compensation, promotion, demotion, discipline, daily tasks, or any other terms, conditions or privileges of employment with the municipality.

If the employees involved in the relationship are also in a supervisor/subordinate status, management may take any action which it deems appropriate, up to and including transferring one of the parties so that there is no longer a supervisor/subordinate relationship between them.

In Addition, management reserves the right to address any workplace issues that may result from that relationship in the manner it deems appropriate.

Any employee who violates this policy will be subject to disciplinary action, up to and including discharge. The municipality regards a violation of this policy as particularly serious because such workplace relationships can cause favoritism, discrimination, unfair treatment for other interference with municipal operations.

Nothing in this policy alters an employee's at will status.

FRINGE BENEFITS

Employees of the City of Asbury Park are entitled to a number of fringe benefits from vacations to insurance protection. Eligibility for these benefits is displayed on the chart below, identifying employee status by Civil Service Commission classification. This policy for benefits is effective March 15, 2000 for all new City employees. This policy will not affect any employee who is eligible for benefits prior to March 15, 2000 but would not be eligible for benefits under the new policy.

Employee Status	Permanent	Provisional	Temp and Seasonal
Full-time (hours)	All benefits	All benefits	No benefits
Part-time (Less than 29 hours)	No benefits	No benefits	No benefits

All fringe benefits are governed by the employee's appropriate collective bargaining agreement or State law. Non-union employees will receive, at least, the same benefits set forth in the AFSCME contract and additional benefits at the discretion of the City Manager. Questions regarding a non-union employee's benefits should be directed to the City Manager.

Leave Calculations

Employees should consult their appropriate collective bargaining agreement for the specific leave policy that applies to their bargaining unit. Non-union employees should consult with the City Manager for their leave policy.

Each employee shall be entitled to one (1) day for each month worked during the remainder of the calendar year of full-time employment. Beginning with the first full calendar year, the employee shall begin earning according to the collective bargaining agreement. If an employee terminates during the year, the leave will be re-calculated according to the actual time served. The employee will be paid for the unused vacation leave consistent with their labor contracts. An adjustment will be made in the employee's last paycheck for all leave advanced to him/her that was not earned prior to his /her termination. To receive credit for annual leave, an employee must be on an active work status. Leave cannot be taken in less than ½ day increments. Those employees whose leave records currently indicate hours or fractions of hours in credited leave will have those records adjusted to the nearest ½ day.

Submission of Leave Slips

Each employee should consult their appropriate collective bargaining agreement for the specific policy on the submission of leave slips that applies to their bargaining unit.

All vacation, compensatory and personal leave (with the exception of emergencies) must be requested and approved prior to the start of said leave. Failure to abide by this may result in disciplinary action. Prior to approving said leave; all department heads must verify that said leave is available to the City Manager's approval. Leave should be requested, at a minimum, seventy-two hours (72) in advance. The City recognizes that emergencies do exist.

Holidays

Holidays are governed by the applicable collective bargaining agreements. For employees not covered by a collective bargaining agreement, the following holiday schedule applies:

City employees will receive the following holidays with pay, provided the department head determines that the absence of the particular employee or employees on the designated holiday will not interfere with the efficient operation of the department. An employee not receiving time off on the designated holiday shall be paid as stated in the applicable contract.

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	Veteran's Day
President's Day Birthday	Election Day
Good Friday	Thanksgiving Day & Friday after
Memorial Day	Christmas Day
Independence Day	Employee's Birthday
Easter Sunday (only if worked on schedule)	

If the holiday should fall on a Sunday, the following Monday will be recognized as the holiday; if the holiday should fall on a Saturday, the preceding Friday will be observed. The City Manager retains the right to grant all employees off on any other holiday not specified above.

Sick days are not permitted before and/or after a scheduled holiday or vacation. In the event of an emergent sickness, then a doctor's note must be provided or you will not be paid for the scheduled day off.

Sick Leave

Sick leave is governed by the applicable collective bargaining agreements. Any employee, who is out sick for five (5) days or more, must return to work with a doctor's note. A doctor's note may be requested, at the discretion of the Department Head, for absences less than three (3) days. Non-union employees may be requested, at the discretion of the City Manager, to provide a doctor's note for absences totaling less than five (5) days. For voluntary procedures, a doctor's note shall be required for estimated time off to ensure a department is staffed.

Donated Leave Program

I. PURPOSE

Under a donated leave program, approved by the Commissioner of the State of New Jersey Civil Service Commission, employees of the City of Asbury Park may voluntarily donate whole accrued vacation and/or sick days to a fund for distribution to eligible co-workers who have exhausted all accrued leave time and compensatory time. This program is for employees who are suffering from a catastrophic illness or injury, which necessitates the employee's prolonged absence from work. Employees who are needed to provide care to a member of the employee's immediate family who is suffering from a catastrophic health condition or injury may also use it. This program is authorized by the New Jersey Civil Service Commission in accordance with N.J.A.C.4A:6:22.

II. ELIGIBILITY

A. RECIPIENT:

An employee must meet the following criteria in order to be eligible to receive donated leave:

1. The employee must have at least one (1) year of continuous service with the City; and
2. The employee must: (a) be suffering from a catastrophic health condition or injury which is expected to require a prolonged absence from work; (b) need to provide care to a member of the employee's immediate family who is suffering from a catastrophic health condition or injury; and
3. The employee must have exhausted all earned and accrued paid leave time, including sick, vacation, personal and compensatory time; and
4. The employee must provide acceptable medical documentation for him/herself or the employee's immediate family member, which _____ of the City Manager or his/her designated agent. The medical documentation must indicate the diagnosis, date of onset, severity and prognosis;

5. The employee must apply to participate and consent to the posting of a notice of his/her need to participate in the program. If the employee is unable to consent to this posting his/her family must be able to consent on the employee's behalf; and
6. The employee must receive at least five (5) sick and/or vacation days from one (1) or more donor(s).

B. DONOR

To be eligible to donate sick and/or vacation leave to the fund, a donor must meet the following criteria:

1. The donor must be an employee of the City; and
2. The employee shall donate only whole vacation and/or whole sick days; and
3. The employee shall donate no more than ten (10) sick or vacation days to any one recipient.
4. If the employee is donating sick days, the employee must have at least twenty (20) remaining accrued sick days. If the employee is donating vacation leave, the employee must have remaining at least twelve (12) vacation days.
5. The employee must agree not to revoke any donated leave.
6. An employee may donate leave time to an eligible employee in another department or agency within the City.
7. The employee must apply to participate in the Program and be determined eligible to participate.

III. DEFINITION

A catastrophic health condition or injury is a chronic illness or traumatic injury which is imminently life threatening or terminal and requires a prolonged absence from work. The catastrophic health condition or injury must be readily subject to diagnosis and verification by objective, medically acceptable clinic and laboratory diagnostic techniques. The catastrophic health condition or injury usually requires a specialized and intense course of medical treatment and/or therapy. The City may require an employee to be examined by a physician designated and compensated by the City to assess whether an illness or injury qualifies as catastrophic for purposes of this program.

IV. CONDITIONS

1. The lifetime maximum an employee can receive under this program is one-hundred eighty (180) donated leave days.
2. Donated time cannot be revoked once the donation form has been signed.
3. Upon retirement, a recipient of donated leave shall not be granted

- any supplemental compensation for any donated leave time under any collective bargaining agreement or retirement system.
4. An employee shall not threaten or coerce or attempt to threaten or coerce another employee for the purpose of interfering with rights involving donating, receiving or using donated leave time. Such prohibited acts shall include, but are not limited to promising to confer or conferring a benefit such as appointment or promotion or making a threat to engage in, or engaging in, and act of retaliation against an employer. Any employee who violates this provision shall be subject to discipline.
 5. The donation of time under this Program shall not have any impact upon any attendance program or incentive plan for any employee, donor or recipient.
 6. Employees may donate to any City employee, regardless of department or bureau.

V. PROCEDURES

1. The donor and recipient must complete the appropriate form. The recipient must attach the necessary medical documentation to this form.
2. Within ten (10) work days from receipt of the intended recipient's application and medical documentation, the City Manager or his/her designated agent shall retain the sole discretion to grant or deny the recipient's request; which shall not be subject to arbitration under any Collective Bargaining Agreement.
3. If the City approves an employee as a leave recipient, the City shall, with the employee's consent, post or circulate the employee's name along with those of other eligible employee's in a conspicuous manner to encourage the donation of leave time, and shall provide notice to all Union representatives.

If the employee is unable to consent to this posting or circulation, the employee's family may consent on his/her behalf.

4. In an employee is determined to be eligible, he/she will be notified in writing of the decision,
5. While using donated leave time a recipient continues to accrue sick and vacation.
6. Upon return to work, termination or retirement, any unused donated leave shall be returned to the leave donor on a prorated basis.

Unused donated leave time is to be reaccredited in the type of leave given, i.e. sick time donated restored as sick time.

7. All time donated by an employee(s) shall be designated on all City records as Donated Time Donor ("DL-D") and shall not affect any attendance program.

8. A receipt of donated leave will not bar the City from filing disciplinary charges of chronic or excessive absenteeism, if applicable.

VI. TERMINATION OR SUSPENSION OF DONATED LEAVE PLAN

- A. The City may suspend or terminate the donated leave plan at any time, provided that thirty (30) days written notice is provided to the Commissioner, all affected employees and labor negotiations representative.

VII. FORMS

- A. The appropriate forms for the donated leave program are located in the Appendix of this manual.

Vacation Leave

Vacation leave is governed by the applicable collective bargaining agreements. Non-union employees receive the same vacation leave as set for the in the AFSCME contract.

Bereavement Leave

Bereavement leave is governed by the appropriate collective bargaining agreements. Non-union employees receive the same bereavement leave as set forth in the AFSCME contract.

Military Leave

When a full-time employee (either permanent or temporary) who is a member of the reserve component of any United States armed force or the National Guard of any state including the Naval Militia and Air National Guard is required to engage in field training or is called for active duty, the employee will be granted a military leave of absence for the duration of the service. The first thirty (30) workdays of the leave shall be with full pay except that a member of the New Jersey National Guard shall receive full pay for the first ninety (90) days. Thereafter, the leave shall be without pay but without loss of time. The paid leave will not be counted against any available time off including but not limited to vacation, sick or personal time. A full-time temporary employee who has served less than one-year shall not be entitled to paid leave but shall be granted non-paid military leave without loss of time.

Employees on military service will also continue to receive paid health insurance coverage during the period of the paid leave plus an additional thirty days calendar days after the paid leave is exhausted. After this period has expired, employees may continue coverage for themselves or their dependents under the City group plan by taking advantage of the COBRA provision. Members of the State administered retirement systems (PERS and PFRS) will continue accruing service and salary credit in the system during the period of paid leave.

Pursuant to the Uniformed Services Employment and Reemployment Rights Act, any employee released from active duty under honorable circumstances shall return to work without loss of privileges or seniority within the following time limits: for service less than thirty-one (31) calendar days, the employee must return to work on the beginning of the first regularly scheduled workday or eight (8) hours after the end of military duty, with reasonable allowances for commuting; for service of thirty-one (31) to one hundred eighty (180) calendar days, the employee must submit an application for reinstatement within fourteen (14) calendar days after completing military duty; for service greater than one hundred and eighty (180) calendar days, the employee must submit an application for reinstatement within ninety (90) calendar days after completing military duty.

Maternity Leave / Family Leave

Employees may be eligible for an unpaid family and medical leave under the federal Family and Medical Leave Act ("FMLA"). Employees also may be eligible for family and/or medical leave pursuant to the New Jersey Family Leave Act ("FLA"). In order to be eligible for such leave, employees must have: one (1) year of service with City; and, at least 1,000 hours of work (for New Jersey leave) and 1,250 hours of work (for Federal leave) during the previous twelve (12) months and is employed at a worksite where 50 or more employees are employed by the employer within 75 miles of the worksite (for Federal leave). Eligible employees may receive up to twelve (12) weeks of leave per year (FMLA) or twelve (12) weeks every twenty-four (24) months (FLA).

During the leave period, the employee's health benefits will be continued on the same conditions as coverage would have been provided had the employee been employed continuously during the entire leave. The employee will not continue to accrue vacation, sick or personal days for the period of the leave. The employee will receive seniority credit for the time that the employee has been on leave under this section. At the conclusion of the leave period, an eligible employee is entitled to reinstatement to the position the employee previously held or to an equivalent one with the same terms and benefits that existed prior to the exercise of leave.

Upon written notice, eligible employees are entitled to a family or medical leave for up to twelve weeks to care for a newly born or adopted child or a seriously ill immediate family member, including civil union partner, or for the employee's own serious health condition that makes the employee unable to perform the functions of the employee's position. Eligible employees who take leave under this policy must use all accrued available vacation and personal days during the leave. The use of accrued time will not extend the leave period. After exhausting accrued time, the employee will no longer be paid for the remainder of the leave.

The period of leave must be supported by a physician's certificate. An extension past twelve weeks can be requested, but medical verification of the need must be submitted prior to the expiration of the leave. The City reserves the right to deny any request for extended leave. Additional information concerning the Family Leave Policy and eligibility requirements are available from the (Personnel Administrator title).

Commencing July 1 2009, Family Temporary Disability ("FTD") payments for up to six (6) weeks in a twelve (12) month period will become available for eligible employees who are caring for a seriously ill immediate

family member who is incapable of self-care or care of a newborn or adopted child. To be eligible, the employee must have worked at least 20 weeks at minimum wage within the last 52 weeks or earned 1000 times the minimum wage. The weekly benefit is 2/3 of weekly compensation up to a maximum of \$524 per week (this amount is subject to change). FTD will run concurrently with FMLA and/or FLA leaves and there is a one week waiting period. Employees may also be required to use accrued sick, vacation or personal leave for up to two weeks.

Employees taking paid family leave in connection with a family member's serious health condition may take leave intermittently or consecutively. Intermittent leave is not available for the care of a newborn or adopted child. Intermittent leave may be taken in increments necessary to address the circumstances that precipitated the need for leave. An employee seeking intermittent paid family leave is required to provide the City with 15 day notice unless an emergency or other unforeseen circumstance precludes prior notice. The employee seeking intermittent leave shall make a reasonable attempt to schedule leave in a non-disruptive manner. Employees requesting such leave shall provide the City with a regular schedule of days for intermittent leave.

Employees may also be eligible for an unpaid leave for up to twenty-six (26) workweeks in a year to care for a family member on active duty in the military or a covered veteran (a covered veteran is an individual who was discharged or released under conditions other than a dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran) with a serious injury or illness incurred in the line of duty on active duty for which the service member is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, or up to twelve (12) weeks in a year for a qualifying exigency. A qualifying exigency occurs when a military member is called to covered active duty (requires deployment to a foreign country) and a close member of his/her family must attend official ceremonies or family support or assistance meetings, there is a short-notice deployment, to attend to childcare matters, attend to financial and/or legal matters, or counseling. A serious injury or illness means an injury or illness incurred by a covered service member in the line of duty on active duty that may render the service member medically unfit to perform the duties of his or her office, grade, rank, or rating.

A serious injury or illness also means an injury or illness that was incurred by the covered veteran in the line of duty on active duty in the Armed Forces or that existed before the veteran's active duty and was aggravated by service in the line of duty on active duty, and that is either:

1. a continuation of a serious injury or illness that was incurred or aggravated when the veteran was a member of the Armed Forces and rendered the service member unable to perform the duties of the service member's office, grade, rank, or rating; *or*
2. a physical or mental condition for which the veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of 50 percent or greater, and the need for military caregiver leave is related to that condition; *or*
3. a physical or mental condition that substantially impairs the veteran's ability to work because of a disability or disabilities related to military service, or would do so absent treatment; *or*
4. an injury that is the basis for the veteran's enrollment in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

Any *one* of these definitions meets the FMLA's definition of a serious injury or illness for a covered veteran regardless of whether the injury or illness manifested before or after the individual became a veteran.

Upon employer's request, an employee must provide a copy of the covered military member's active duty orders to support request for qualifying exigency leave. In addition, upon an employer's request, certification for qualifying exigency leave must be supported by a certification containing the following information:

- statement or description of appropriate facts regarding the qualifying exigency for which leave is needed;
- approximate date on which the qualifying exigency commenced or will commence;
- beginning and end dates for leave to be taken for a single continuous period of time;
- an estimate of the frequency and duration of the qualifying exigency if leave is needed on a reduced scheduled basis or intermittently; and
- if the qualifying exigency requires meeting with a third party, the contact information for the third party and description of the purpose of the meeting.

Eligible employees may also take leave to care for a military member's parent who is incapable of self-care when the care is necessitated by the member's covered active duty. Such care may include arranging for alternative care, providing care on an immediate basis, admitting or transferring the parent to a care facility, or attending meetings with staff at a care facility.

Employees who request qualifying exigency leave to spend time with a military member on Rest & Recuperation may take up to a maximum of 15 calendar days. Upon an employer's request, an employee must provide a copy of the military member's Rest and Recuperation leave orders, or other documentation issued by the military setting forth the dates of the military member's leave.

Jury Duty

Employees who are summoned for service as juror will be excused on days they are required to be present in court. If the employee is not required to be present for jury duty for the entire work day, he/she must return to work immediately upon dismissal. All employees shall receive full pay for time served during jury duty in exchange for an assignment and delivery to the City of their jury duty compensation, exclusive of travel or expense compensation.

Personal Days

Employees must consult their respective collective bargaining agreement for their number of personal days and procedure for utilization of them. All employees are prohibited from using personal days to extend vacation days; this may result in disciplinary action

Non-union employees receive the same number of personal days as set forth in the AFSCME contract.

Hospitalization

Effective March 15, 2000 the City shall provide hospitalization and medical insurance for permanent employees and eligible dependents who work at least the minimum as required by law or contract. As to dependent children, the same shall be those children that are determined to be dependent as interpreted by the insurance carrier. In addition to the foregoing insurance coverage, the City shall provide major medical insurance. The employee is responsible for any co-payment required by the carrier. The effective date of coverage is the 1st day of the month following two (2) full months of service. This policy shall not exclude any employee who prior to March 15, 2000 received hospitalization benefits but works less than twenty-nine (29) hours a week. The Hospitalization policy is subject to change through collective bargaining or State statute.

COBRA

You and your covered dependents will have the opportunity to continue medical benefits for a period of up to thirty-six (36) months under the provision of the Federal consolidated Omnibus Budget Reconciliation Act (COBRA) when group medical coverage for you and your dependents would otherwise end because:

- your employment terminates, for a reason other than gross misconduct;
- your employment status changes due to a reduction in hours;
- your child ceases to be a “dependent child” under the terms of the medical plan;
- you become divorced or legally separated;
- you become entitled to Medicare; or
- you die.

In the event of divorce, legal separation, or a child’s loss of dependent status, you or a family member must notify the Payroll Supervisor within sixty (60) days from the occurrence of the event.

The Payroll Supervisor will notify the individuals eligible for continuation coverage of their right to elect COBRA continuation coverage.

Conference Leave and Training

The following Conference Leave and Training policy applies to non-union employees only. All other employees must consult the appropriate collective bargaining agreement.

The City realizes that the citizens of Asbury Park require a well trained work force. Accordingly, the City encourages its employees to participate in relevant training programs and has adopted a policy of paying reasonable costs for fees for seminars and training courses, subject to the availability of funds. Administrative guidelines for traveling expenses are issued through the City Manager’s Office.

A request for conference leave must be submitted in writing, to the City Manager. The request must include the number of days requested, the reason for the conference, the dates and an explanation of the relation the conference has to the employer’s position.

Employees are entitled to all normal pay and benefits while attending conventions, conferences and seminars relating solely to City business.

The City reserves the right to require those attending conferences to share the cost with the City. The formula for this will be established by the City Manager's office. Conference leave must be approved in advance, in writing, by the City Manager.

Upon return from the conference, all employees shall provide the City Manager a report of sessions attended and verification of said attendance. This may be written or verbal.

RETIREMENT SYSTEMS

Public Employees Retirement System – In accordance with State laws

All permanent employees and provisional employees after one (1) year of service must contribute toward a state plan which combines the Public Employees Retirement System (PERS) and Federal Social Security. Under the combination program, retirement, death and disability benefits are among the most liberal in the United States. In the event that you transfer to other public employment in the State of New Jersey, your continue membership in the PERS without interruption.

This Employee's Handbook will highlight various aspects of the retirement program. Further information on benefits, costs, etc., can be found in the booklet Public Employment Retirement System or the Police and Fire Retirement System. If you have additional questions that are not answered in the manual or in the above mentioned booklets, please contact the State of New Jersey Division of Pensions and Benefits.

1. Financing-Both the City and each member contributes to the program. The City pays its share of Social Service taxes and contributes towards the retirement and insurance benefits of the pension system.
2. Withdrawals – If you terminate your employment, you will be paid the amount of your aggregate contribution toward the pension, but you will not be paid your contributions toward Federal Social Security or insurance.
3. Borrowing - if you have thirty-nine (39) months of service in the pension system, you may borrow up to fifty percent (50%) of your contributions at a determined rate of interest. The loan may be no smaller than \$50 and is to be repaid through payroll deductions. You may borrow only twice in any one (1) calendar year. You may obtain the maximum amount you may borrow by calling the "automated Information system" at (609) 777-1777. Application forms for loans may be obtained on request from the Payroll Department.
4. Retirement Benefits
Retirement is governed by various laws, rules and regulations of the State of New Jersey, labor agreements, employment contracts or other mechanisms that may change from time to time.
5. Death Benefits

Death Before Retirement – Members under Non-contributory Plan only, the benefits is $1\frac{1}{2}$ x salary. Members under Non-contributory and Contributory plans, the benefit is 3x salary.

Death After Retirement – Every retired member will be covered by a paid-up life insurance policy equal to $\frac{3}{16}$ x salary, except for disability retirements, which is equal to $1\frac{1}{2}$ x salary until the age of 60 years old, at which time it is reduced to $\frac{3}{16}$.

PERSONNEL FILES

All employee records will be centralized in the Payroll Office. Police and Fire employees' files will be maintained by the Chief of Police or highest ranking law enforcement officer, and the Fire Chief. Every employee shall have established for them their own "employee jacket" or file which will contain written documentation of every action taken by them or for them from their date of hire to date of retirement/termination.

At least annually, the appropriate staff in each respective department will review files to make sure they are up-to-date and will follow-up with the Department Heads as necessary.

The Official file shall include at least the following:

- The original application signed by the employee;
- Notes from any pre-employment interview and reference check;
- The original letter detailing an offer of employment and any additional correspondence concerning the employee's hiring;
- A signed acknowledgement that the employee received a copy of the Employee Complaint Policy letter;
- A signed acknowledgement that the employee has received the Employee Handbook;
- A signed acknowledgement that the employee received the safety orientation;
- Annual written performance evaluations including documentation that the evaluation was reviewed with the employee;

- Counseling Action Plans;
- Records relating to on-the-job accidents;
- Disciplinary actions including an acknowledgement that the employee was notified of the proposed disciplinary action and was given an opportunity to respond;
- Records relating to any other employment actions including promotions, demotions, transfers, resignations, leaves, etc.;
- Employee versus Independent Contract test for;
- Educational transcripts; and
- Any other pertinent information.

A separate file will be maintained for each employee by the Payroll, Fire and Police Department which shall contain records required to remain confidential by law and/or a collective bargaining Agreement.

ANY RECORD WHICH IS REQUIRED BY LAW TO REMAIN CONFIDENTIAL (INCLUDING MEDICAL INFORMATION) MUST BE SUBMITTED DIRECTLY TO THE CITY MANAGER OR THE highest ranking law enforcement official or FIRE CHIEF IN A SEALED ENVELOPE, FOR APPROPRIATE HANDLING. THE APPROPRIATE PERSON WILL THEN CONTACT YOU.

An employee's personnel and file (or portion thereof) is not to be assessable to any secretary or clerk, regardless of whether confidential, with the sole exception of the City Manager's confidential secretary.

APPENDIX A

OFFICIAL BARGAINING UNITS FOR THE CITY OF ASBURY PARK – May not be exhaustive; please contact the Union or Union Representation for more information

International Federation of Professional and Technical Engineers (IFPTE)

- General Office Employees
- Department of Public Safety Clerical Employees
- Municipal Court Clerical Employees
- Welfare Employees
- Senior Citizen Program Employees
- Sewerage Employees
- Department of Public Maintenance Employees
- Street Cleaning Employees
- Construction Code
- Beach Employees
- Office of Development Employees

International Association of Fire Fighters (IAFF)

- Fire Fighters
- Captains
- Fire Prevention Specialists
- Fire Prevention Inspector
- Fire Prevention Sub-code Official
- Battalion Chiefs

Patrolmen's Benevolent Association (PBA)

- Probationary Police Officers
- Police Officers
- Detectives

Superior Officers Association (SOA)

- Sergeants
- Detective Sergeants
- Lieutenants
- Detective Lieutenants
- Captains
- Detective Captains

The American Federation of State, County and Municipal Employees (AFSCME)

Assistant Chief Sewerage Plant Operator
 Assistant Municipal Tax Collector
 Chief Sewerage Plant Operator
 Construction Official

Tax Assessor
 Tax Collector
 Assit. Public Works Superintendent
 Beach Supervisor

Dir. of Community Development
 Dir. of Community Relations and Social Services
 Dir. of Economic Development Program
 Supervisor of Senior Citizen Program
 Program Coordinator/Facilitator
 Supervising Accountant
 Supervising Data Processing Operator
 Supervising Laborer

Chief Housing Inspector
 Mechanics Foreman
 Municipal Court Administrator
 Planning Director
 Program Monitor
 Public Health Nurse
 Sub-Code Official
 Supervising Maintenance Repair

APPENDIX B

CEPA/DISCRIMINATION/SEXUAL HARASSMENT
COMPLAINT PROCEDURE

COMPLAINT REPORT FORM

From: _____
(Print)

Dated: _____

DETAIL COMPLAINT:

Signature of Complainant: _____

Department: _____

APPENDIX C

MATERNITY/FAMILY/MEDICAL LEAVE

Family Leave Act

The New Jersey Family Leave Act (N.J.S.A. 34:11:b-1et seq.; N.J.A.C 13:14-1et seq.) covers eligible employees who have been employed for twelve months or more and have worked 1,000 or more regular hours of work during the preceding twelve month period. Employees may be eligible for paid or unpaid leave, but unpaid leave will not be granted until employees have exhausted accrued paid leave.

Family Leave may be taken for up to twelve months within any 24 month period in order to provide care made necessary by reason of:

- a. the birth of a child of the employee
- b. the placement for adoption of a child with the employee
- c. the serious health condition of a family member of the employee. A "family member" means a child, parent, or spouse of the employee. (A guide to the statutory definition of "serious health condition" is provided in this appendix)

Eligible employees must provide an advance written request to take a family leave except in cases where emergent circumstances justify oral notice. Eligible employees must confirm oral requests in writing immediately thereafter.

Employees must request family leave on the New Jersey Family Leave and/or Federal Family and Medical leave Request Form, and a Family Leave request must be supported by a Certification or Health Care Provider. Employees shall provide the leave request no later than 30 days prior to the commencement of the leave for the birth or adoption of a child, or 15 days for the care of a family member (parent, spouse, or child) with serious health condition as defined. Copies of the certification and request forms are provided in this appendix.

Employees may be eligible for three types of leave:

Consecutive Leave, which is taken interruption for up to 12 weeks within any 24 month period;
Reduced Leave, which is a non-consecutive leave of up to the equivalent of 12 workweeks or 60 days, which is taken in increments of not less than one workday, but less than one workweek at a time for not more than 24 consecutive weeks;
Intermittent Leave, which is medically necessary non-consecutive leave consisting of intervals, each of which is at least one but less than 12 workweeks, within a consecutive 12 month period.

An employee on Family Leave may not engage in other full time employment during the term of the leave.

Family and Medical Leave Act (FMLA)

The Federal Family and Medical Leave Act (29 U.S.C.2654 et seq.;29 CFR 821.100et seq.) covers eligible employees for certain defined leave events. Employees may be eligible for up to 60 days of paid or unpaid leave and must request family leave on the New Jersey Family Leave and/or Federal Family and Medical Leave Request Form, a copy of which follows. Leave requests must be supported by a completed, signed Certification of Health Care Provider, a copy of which follows.

Eligible employees must provide advance written request to take a family leave except where emergent circumstances justify oral notice. Eligible employees must confirm oral requests in writing immediately thereafter.

The City complies with Federal law in administering FMLA. Should City management question the validity of a medical certification, the City may require the employee to obtain a second opinion at the City's expense. If the opinions of the employee's and the City's health care providers differ, the City may require the employee to obtain a third final and binding opinion at the City's expense. The employee and the City are required to select a provider in good faith by joint agreement.

The FMLA request form follows.

Upon commencement of FMLA leave, the forms required by the employee are found on the Federal Department of Labor website here:

<http://www.dol.gov/whd/fmla/2013rule/militaryforms.htm>

NEW JERSEY FAMILY LEAVE AND/OR
FEDERAL FAMILY AND MEDICAL LEAVE
REQUEST FORM

TO BE COMPLETED BY THE EMPLOYEE AND SUBMITTED TO THE EMPLOYEE'S SUPERVISOR FOR
PROCESSING TO THE CITY OF ASBURY PARK

Employee Name/Job Title: _____

Department: _____

I am hereby requesting family/medical leave due to (check one):

- ☐ The birth of my child, or the placement child with me for adoption or foster care
- ☐ A serious health condition that makes me unable to perform the essential functions of my job.
- ☐ A serious health condition affecting my spouse/child/parent (circle one) for which I am needed to provide care.

I will need this leave beginning on _____

I expect this leave to continue on or about _____

I am seeking the following type of leave (check one):

Consecutive Leave (taken without interruption for up to 12 straight weeks)

Reduced Leave (nonconsecutive leave taken in increments of not less than one day but less than one workweek at a time up to the equivalent of 12 workweeks over a period of not more than 24 consecutive weeks)

Intermittent Leave (medically necessary non-consecutive leave of intervals of one to twelve workweeks within a consecutive 12 month period.)

TO THE EMPLOYEE:

Please read the following paragraph and sign below to indicate your understanding of the same. If you have any questions, please inform your supervisor:

I, the above named employee, understand that I have a right to up to twelve weeks of unpaid leave under the FMLA in a 12-month period, for the reasons listed above, and that I may be eligible for paid leave for the same reasons under the New Jersey Family Leave Act, provided I have worked for 12 months or more and have worked 1,000 or more regular hours of work during the preceding 12 months. I understand that my health benefits must be maintained during any period of unpaid leave and under the same conditions as if I had continued to work, and that I must be reinstated to the same or an equivalent job with the same pay, benefits, terms and conditions of employment on my return from leave. I also understand that I may not engage in any other full time employment during the term of the leave. If I do not return to work following FMLA or family leave for a reason other than; (1) the continuation, recurrence, or onset of a serious health condition which would entitle me to FMLA leave; or (2) other circumstances beyond my control, I may be required to reimburse the City for its share of health insurance premiums paid on my behalf during my FMLA leave.

I have read the comparison chart of the Federal Family and Medical Leave Act and the New Jersey Family Leave Act located in Appendix C of the City of Asbury Park Personnel Manual. I am requesting a leave under:

- ☐ Federal Family and Medical Leave Act or;
- ☐ New Jersey Family Leave Act

Employee Signature _____

Date _____

TO BE COMPLETED BY THE CITY MANAGER

Circle One:

REQUEST IS: APPROVED DISAPPROVED

(City Manager)

Date

Appendix D DONATED LEAVE

PROGRAM DONOR

TRANSFER FORM

TO BE COMPLETED BY THE DONOR AND SUBMITTED TO THE DONOR'S SUPERVISOR FOR PROCESSING TO
THE CITY OF ASBURY PARK

I HERBY DIRECT THE City of Asbury Park to transfer _____ vacation day(s) and/or _____
sick day(s) to the donated leave fund to be used by _____ (specify
name of intended recipient).

I certify that I have not solicited or accepted anything of value for the donation of paid leave time.

PRINTED NAME: _____

SIGNATURE: _____

DATE _____

DEPARTMENT _____ OFFICE PHONE _____

FOR USE BY THE CITY:

Your request to transfer the above sick day(s) _____ has been approved _____.
has been disapproved ____.

Reason(s) if disapproved:

City Manager

Date

Appendix E Donated Leave
Program

DONATED LEAVE REQUEST FORM

THE FORM MUST BE COMPLETED BY THE RECIPIENT AND SUBMITTED TO THE RECIPIENT'S SUPERVISOR
FOR PROCESSING TO THE CITY OF ASBURY PARK

1. I have read the procedures regarding the Donated Leave Program and I consent to participation in this program.
2. I hereby request to participate in the Donated Leave Program for the following reason(s)

- 3a. I have attached a doctor's certification attesting to the nature of my catastrophic health condition or injury. According to my doctor, I expect to be absent from work until:

- 3b. I have attached a doctor's certification attesting to the nature of _____
(name) catastrophic health condition or injury. This person is my _____
(specify family relationship).
- 4.I certify that I have not solicited or accepted anything of value for the donation of paid leave time.
5. I have not directly or indirectly intimidated, threatened or coerced, or attempted to intimidate, threaten or coerce any employee for the purpose of obtaining a donation of paid leave.
6. I have not interfered with any right which another employee may have with respect to contributing, receiving or using paid leave under this program.
7. I understand that receipt of donated leave will not preclude the City from filing disciplinary charges, if applicable.
8. I represent that I have used all of my accrued leave (sick/vacation and personal) and/or compensatory time prior to receipt of any donated leave time.

Recipients Name:	Office Tel:
Signature:	Date:
Recipients Depart:	

Appendix F

DEPARTMENT HEAD
REQUEST FOR NEW HIRE/PROMOTION

This form is to be used by Department Heads ONLY

Use this form to request the hire of new employees and promotional requests. Complete this form and submit to the City Manager for approval prior to beginning your search for new employees or requesting a list from the Civil Service Commission.

DEPARTMENT _____

TITLE: _____ NUMBER OF POSITIONS: _____

Circle one: FULL TIME PART TIME

TEMPORARY EMPLOYMENT? YES NO

NOTIFICATION OF TEMPORARY STATUS: _____

Circle one: NEW HIRE PROMOTION

IF PROMOTION, SPECIFY TITLE CHANGE:

FROM: _____ TO: _____

RESIDENCY – Circle One

ASBURY PARK ONLY COUNTY SURROUNDING COUNTIES STATE

BUDGET ALLOCATION

Circle One: GRANT ALLOCATION REGULAR (NON –GRANT)

IF GRANT, SUPPLY INFORMATION REGARDING THE SPECIFICS OF THE GRANT:

APPROXIMATE HIRE DATE: _____

REQUESTED BY: _____
(Print Name) (Signature)

TO BE COMPLETED BY THE CITY MANAGER

Circle One:
REQUEST IS APPROVED DISAPPROVED

City Manager (Date)

Appendix I

COMMERCIAL DRIVERS LICENSES DRUG AND ALCOHOL TESTING POLICY FOR THE CITY OF ASBURY PARK

PURPOSE:

The purpose of this program is to comply with federal and state statutes which require drug and alcohol testing for commercial drivers licensed Employees, and maintain a safe drug free work environment.

AUTHORITY:

This policy is intended to comply with all applicable federal and state statutes which relate to regulations relating to Commercial Drivers Licensed Employees, including but not limited to the following.

49 CFR Part 40: Procedures for Transportation Workplace Drug Testing Programs.

49 CFR, Part 391: Subpart H, Controlled Substance Testing, Covering Federal Highway Administration (FHWA) and controlled drivers.

Section 382-401 Federal Motor Carrier Safety Regulations

49 CFR, Part 394: Notification and Reporting of Accidents

CITY OF ASBURY PARK POLICY:

In an effort to ensure that the City of Asbury Park complies with Department of Transportation Regulations, a drug and alcohol testing program will be in effect for all commercial drivers licensed holders, hereinafter referred to as employees. This program will provide for pre-employment, random, post-accident testing, reasonable suspicion, return to duty, and follow-up testing. The City has retained an independent contractor, (Hereinafter referred to as the agent), to manage and administer the testing program.

Any employee possessing a commercial driver license reporting for work visibly impaired is unable to properly perform required duties and will not be allowed to work. If possible, the supervisor will first seek another supervisor's opinion of the employee's status. The supervisor will subsequently consult privately with the employee about the observation. If, in the opinion of the supervisor, the employee is considered impaired, the employee will be required to be tested for alcohol and illicit substances, depending on the supervisory determination of the observed impairment. (Under no circumstances will an impaired employee be allowed to drive.)

Prescription drugs prescribed by the employee's physician which do not adversely affect safety or work performance may be taken during working hours. The employee should notify the supervisor of the use of any properly prescribed prescription drugs which may adversely affect the employee's work performance. The abuse of prescription drugs will not be tolerated.

TESTING PROCEDURES:

The Department of Transportation rules require drug and alcohol testing for employees possessing Commercial Driver's licenses. Required drug and alcohol testing is done by two separate and distinct methods. Drug testing is done by urinalysis and alcohol testing is done by breath testing. Below you will find explanations of how this testing will be performed.

Drug Testing:

All drug testing required by the City of Asbury Park will be performed in accordance with Department of Transportation guidelines. This testing process will look for the presence of the following substances: Amphetamines, Cocaine, Opiates, Marijuana, and Phencyclidine. Under no circumstances will any other tests be performed on any specimen provided under Department of Transportation guidelines by a City employee.

Drug testing shall be by urinalysis using split samples. Split sample testing requires the specimen be divided into two separate bottles during the collection process. These two bottles are designated as (1) the primary specimen which shall contain no less than 15 ml of urine, and (2) the "split" specimen which shall contain no less than 15 ml of urine. Upon arrival at the laboratory the primary specimen will be opened and tested. In the first screening test, immunoassay techniques are used to screen urine specimens for classes of drugs. In the second or confirmation test, any positive results found in the first screening will be confirmed using the tandem technique of gas chromatography/mass spectrometry (GC/MS) which positively identifies and quantifies the presence of specific drugs. Not test result will be reported by the laboratory to the Medical Review Officer (MRO) as a positive drug test result unless both the initial screening test and the confirmation test are positive.

The laboratory shall report the test results to the Medical Review Officer (MO) who shall evaluate the chain of custody, urine custody form, and test results. If a test is reported positive by the laboratory, the MRO will interview the employee to make an independent evaluation of whether the test should be reported as negative or positive. The MRO will report the results of a drug test to the City's designee.

Should an interview with the employee be necessary, the MRO will make two attempts on consecutive business days to call the employee. Should the MRO fail to make contact, he/she shall contact the City's designated representative to request that the employee contact the MRO.

The City's designated representative shall inform the employee of the MRO request in a confidential matter. Failure to respond within five days will be noted by the MRO when positive results are reported. If the MRO and the City's designated representative re unable to contact the employee; the employee may be placed on unpaid medical leave pending dismissal. It is the employee's responsibility to provide a phone number at which he/she can be contacted on the chain of custody form.

Alcohol Testing:

The Department of Transportation rules require breath testing for alcohol. This testing must be done using an evidential breath testing device (EBT) approved by the National Highway Traffic Safety Administration (NHTSA). This testing can only be performed by a Breath Alcohol Testing Technician

(BAT) that is certified in the equipment being used. The testing rules, regulations and outcomes shall follow Federal and State rules.

PRE-EMPLOYMENT TESTING:

All prospective employees applying for positions that require a commercial Driver's License will be required to undergo a pre-employment test for the presence of illicit drugs. Receipt by the City of negative test results is required prior to engaging in any safety sensitive function or an offer to employment. A positive test result will disqualify an applicant from further consideration at that time.

Failure to keep an appointment with the agent, which was previously agreed to by both the prospective employee and the Agent, will be viewed as an attempt to elude the testing or alter its results. No further consideration for employment will be given the prospective employee at that time.

Employability Proof:

After acceptance, but before starting employment, all new employees shall be required to fill out an employment verification form (I9) and to provide acceptable proof of right to employment in the United States.

Formatted: No bullets or numbering

RANDOM TESTING:

All employee's covered by service contracts which require random testing and all employees who must have Commercial Driver's License to perform their duties for the City will be subject to random, unannounced alcohol and drug testing. Selection criteria, number of tests and test frequency will be determined by the language of FHWA regulations and will be communicated to employees by City management of Agent.

Upon notification of selection, the employee will report to the designated collection center within one hour. Failure to report will be viewed as an attempt to elude the test or alter its results and could result in disciplinary action up to and including termination.

REASONABLE SUSPICION TESTING:

All employees are subject to a fitness for duty evaluation, to include urine and breath testing, when there is reason to believe that alcohol or drug use is or will adversely affect job performance. A reasonable cause referral for testing will be made on the basis of documented, objective facts and circumstances which are consistent with the long and short term effects of substance abuse.

Examples of reasonable suspicion include, but are not limited to, the following:

Adequate documentation of unsatisfactory work performance or on-the-job behavior.

Physical signs and symptoms consistent with substance abuse.

Evidence of the manufacture, distribution, dispensing, possession or use of controlled substances, alcohol, or drugs.

Fights, assaults, or flagrant disregard of violations of established safety, security or operating procedures.

Reasonable cause testing determination will be made by a supervisor of City official who is trained to detect the signs and symptoms of drug and alcohol use and who can reasonably conclude that an employee may be adversely affected or impaired in his/her work performance due to substance abuse. If another supervisor or City official is immediately available, he/she will verify that there is reasonable cause before the employee is transported to the agent's facility. At no time will this determination be made on the basis of third party reports without verification.

Note: Employees are cautioned that various over-the-counter and prescribed medications can adversely affect ability to operate vehicles and other equipment. It is the employee's responsibility to report to work each day fit for his or her duties.

Employees who are deemed to require a fitness for duty evaluation based on reasonable cause will be sent to a health facility of the City's choice. The attending physician will make every attempt to determine the cause of the observed behavior, including authorizing, when his/her medical opinion dictates, an additional alcohol or drug test which is more comprehensive than that required by FHWA, state or contractual requirements. Employees will be placed on unpaid medical leave of absence until the results of the examination are received by the City. Receipt of a negative drug test result and/or doctor's statement that the employee was and is fit for duty is required prior to continued employment. Employees who are returned to duty by this means will be reinstated without prejudice.

Employees who are medically determined to be temporarily unfit to perform their duties, but who test negatively for alcohol or drugs, will return to duty when they obtain the original examining doctor's written statement that they are fit for duty.

DISCIPLINARY ACTION

(This section applies only to those who test positive for random or Reasonable Cause.)

Alcohol Testing Positives:
.02-.039

Employees who test positive during alcohol breath testing (first offense) in the range of .02 to .039 will be suspended from work for a minimum of twenty-four hours and be required to pass a return-to-duty breath alcohol test before returning to work. In addition, the employee will be subject to disciplinary action. (All return-to-duty testing will be done at the employee's expense.)

Employees who test positive during alcohol breath testing (first offense) in the range of .04 or higher will be suspended from work and subject to disciplinary action up to and including termination. At a minimum the employee must remain suspended until:

1. The employee is evaluated by a Substance Abuse Professional. This professional must meet the criteria outlined in the Department of Transportation's Alcohol and Drug Rules for Substance Abuse Professionals.

2. The employee complies and completes all recommendations made by the Substance Abuse Professional and be able to document same.

3. The employee submits to a return-to-duty drug test and proof of a negative test result must be received by the City . (All return-to-duty testing is done at the employee's expense.)

The employee will then be subject to follow-up testing for up to sixty months. A minimum of six (6) follow-up tests must be performed within the first twelve months. (All follow-up testing is done at the employee's expense.)

Employees who test positive during alcohol breath testing (second offense) in the range of .04 or higher may be terminated.

DRUG TESTING POSITIVES:

Employees who test positive during drug testing (first offense) may be suspended from work and subject to disciplinary action up to and including termination. At a minimum the employee must remain suspended until:

1. The employee is evaluated by a Substance Abuse Professional. This professional must meet the criteria outlined in the Department of Transportation's Alcohol and Drug Rules for Substance Abuse Professionals.

2. The employee complies and completes all recommendations made by the Substance Abuse Professional and be able to document same.

3. The employee submits to a return-to-duty drug test and proof of a negative test result must be received by the City. (All return-to-duty testing is done at the employee's expense.)

The employee will then be subject to follow-up testing for up to sixty months. A minimum of six (6) follow-up tests must be performed within the first twelve months. (All follow-up testing is done at the employee's expense.)

An employee who test positive during drug testing (second offense) may be terminated.

In any cases where an employee who test positive during a random or reasonable suspicion test is required to remain out of work for a period of more than two (2) weeks, the City reserves the right to fill that position.

POST ACCIDENT TESTING:

Any employee involved in an accident will be required to submit to a post-accident alcohol and drug test if instructed to do so by a police officer, a Supervisor of the city of Asbury Park, City Manager or if:

1. The driver's performance either contributed to an accident or cannot be discounted as a contributing factor to the accident.
2. The driver involved in an accident receives a citation for a moving violation.
3. There is a fatality as a result of an accident.
4. The accident meets the Department of Transportation criteria for an accident that requires such testing.

When a post-accident test is indicated, the City will make every effort to have said test performed within two hours of notification of the accident. At no time will a period of more than eight hours transpire between notification and testing. Documentation of the entire post-accident procedure should be made by all personnel involved in the notification and testing process.

Receipt by the City of a negative alcohol and drug test result is required prior to return to duty. A positive test result may disqualify an employee from further employment or reinstatement at that time or any time in the future. Refusal to comply with the testing process will be considered insubordination and will subject the employee to the same disciplinary action as a positive result.

RETURN TO DUTY TESTING:

(All return-to-duty testing is done at the employee's expense.)

When the employee is cleared to return to work after a positive random or reasonable suspicion test, he/she will be required to pass an alcohol and drug test. Upon receipt of a negative finding, the City will review the employee's employment and will then determine whether or not the employee will be allowed to return to work. If an employee is allowed to return to work, he/she will be subject to follow-up testing, as determined by the City.

FOLLOW-UP TESTING:

(All follow-up testing is done at the employee's expense.)

Any employee returning to work with the City after being suspended for a positive alcohol or drug test or returning to work after a leave of absence for voluntary substance abuse treatment will be subject to random follow up testing. The employee will be tested at least six (6) times in the first twelve months after returning to duty, and may be subject to follow-up testing for up to sixty (60) months.

Any employee who test positive for drugs or alcohol during the follow-up testing process may be terminated.

CONFIDENTIALITY OF TEST RESULTS:

The results of any drug test will be reported and recorded in a confidential manner. Allowable communication of medical or test results will follow guidelines established in 49 CFR, Part 40. The results will not be reported to any additional parties without the employee's written authorization, except as outlined in 49 CFR, Part 40. A copy of the individual's test results will be available upon request.

QUALITY ASSURANCE OF TESTING PROGRAM:

The City, through its agent, will take steps in its arrangements for testing to ensure that the laboratory is certified by SAMHSA/NIDA and meets the requirements of the U.S. Department of Transportation (DOT).

The chain of custody for any urine sample shall be maintained at all times. If the chain of custody is broken, after the tamper-proof seal is applied, the employee shall be re-tested at the City's expense.

Any employee who receives a positive test result will have the right to ask the City's Medical Review Officer (MRO) to re-test the sample at a NIDA certified laboratory of the employee's choice at the employee's expense.

The City, through its Agent, will make every effort to ensure that the equipment being used for alcohol breath testing meets all the requirements of the Department of Transportation and that all testing will be performed by a qualified Breath Alcohol Technician.

SUBSTANCE ABUSE RELATED BEHAVIOR:

Any employee engaging in the manufacture, distribution, dispensing, possession or use of prohibited substance on City premises, in City vehicles, or while on City business will be immediately discharged. Any manufacture, distribution, dispensing, possession, or use of prohibited substances by any employee in any manner which affects the employee's job performance, or which may cause the public or government or corporate body to lose confidence in the City's ability to perform its responsibilities, will result in disciplinary action up to and including termination. Law enforcement officials could be notified, as appropriate, where criminal activity is suspected. Any employee convicted of violating a criminal drug statute will notify the designated City representative within five day of such conviction.

An employee who refuses to comply with a request for drug testing shall be considered as having produced a positive test result and may be discharged. Any employee who provides false information in connection with a test, or who attempts to falsify test results through tampering, contamination adulteration, or substitution, may be terminated for insubordination. In the event that the laboratory detects any substance which has been added to the sample to interfere with the normal testing process will be considered a "refusal to test" and the same sanctions will apply.

The City reserves the rights to inspect, investigate, and search for controlled substances at any time, with or without prior notice, on or in any and all City premises and vehicles. Refusal to cooperate with any inspection, investigation, or search that is authorized by a City representative may result in termination for insubordination.

EMPLOYEES VOLUNTARILY SEEKING HELP:

The City strongly encourages an employee with drug/alcohol abuse problem to voluntarily step forward to tell the City.

The City will assist in referring the employee to community assistance programs. An unpaid leave of absence will be granted for a reasonable period for treatment. The City will make every effort to hold the employee's position during the rehabilitation process, though this cannot be guaranteed.

It is crucial to note that the accommodations in this section apply only when an employee voluntarily comes forward. If a substance abuse problem is disclosed to the City only after there has been (1) a positive drug test, (2) violation of a City rule or standard, (3) a violation of law, or (4) a violation of this policy, the same conditions outlined in Sub-section A of the Return To Duty section of this policy shall apply. If an employee fails to remain drug free after the first voluntary rehabilitation, he/she could be terminated.

TRAINING:

In an effort to educate employees in the dangers of drug use and the City's commitment to keeping drugs out of the workplace, each employee will receive information covering the dangers of substance abuse, The City's commitment to an alcohol and drug free workplace, and the penalties for violation of this policy are described elsewhere.

APPENDIX J

Note: This is an Excel file pasted into this document; electronic version available from the City Manager

City of Asbury Park Performance Appraisal

Employee Name:		Date of Review:	
Department:		Job Title:	

Section One: General Performance Evaluation

I. KNOWLEDGE OF WORK – Demonstrates an understanding of the job requirements, methods, techniques and skills.	
<i>Narrative, if necessary</i>	<i>Rating (1 to 5)</i>
	0

II. PRODUCTIVITY – Produces a volume of work consistent with the performance standards assigned the position.	
<i>Narrative, if necessary</i>	<i>Rating (1 to 5)</i>
	0

III. JUDGMENT –Interprets and applies rules and directions sensibly, and makes sound decisions based upon available facts.	
<i>Narrative, if necessary</i>	<i>Rating (1 to 5)</i>
	0

IV. COMMUNICATION – Organizes and presents thoughts in an effective manner, both orally and through writing.	
<i>Narrative, if necessary</i>	<i>Rating (1 to 5)</i>
	0

V. PUBLIC RELATIONS – Maintains a professional and courteous demeanor with members of the public. Responds to requests in a helpful and timely manner.	
<i>Narrative, if necessary</i>	<i>Rating (1 to 5)</i>
	0

VI. DEPENDABILITY – Demonstrates a responsible attitude; performs duties in an accurate and dependable manner with a minimum of supervision.	
<i>Narrative, if necessary</i>	<i>Rating (1 to 5)</i>
	0

VII. WILLINGNESS TO LEARN – Demonstrates an aptitude to acquire and retain knowledge relative to the position.	
<i>Narrative, if necessary</i>	<i>Rating (1 to 5)</i>
	0

VIII. INITIATIVE – Demonstrates an ability to think independently. Originates innovative ideas and methods to improve job or complete task better.	
<i>Narrative, if necessary</i>	<i>Rating (1 to 5)</i>
	0

IX. ATTENDANCE RECORD – Number of sick days used (attendance over prior twelve months).	
<i>Narrative, if necessary</i>	<i>Rating (1 to 5)</i>
	0

XI. OVERALL PERFORMANCE – Overall appraisal of the employee's job performance.	
<i>Narrative, if necessary</i>	<i>Rating (1 to 5)</i>
Janice's over performance is good.	0.0

Section Two: Specific Items From Job Description

COOPERATION – Good coordination and effecting working relations with other employees.	
<i>Narrative, if necessary</i>	<i>Rating (1 to 5)</i>
	0

REPORTS – Reports are prepared in a timely fashion and with required deadlines.	
<i>Narrative, if necessary</i>	<i>Rating (1 to 5)</i>
	0

ACCURACY - Correspondence, reports and related items are produced in mistake free and accurate.	
<i>Narrative, if necessary</i>	<i>Rating (1 to 5)</i>
	0

Average Rating of all Sections	0.0
--------------------------------	-----

1	UNSATISFACTORY:: Fails to meet standards or expectations on more than half of the job performance factors Individual consistently fails to achieve standard.
2	IMPROVEMENT NEEDED: Some areas of the employee's performance fall below what is expected. Employee does not consistently meet expectations.
3	MEETS EXPECTATIONS: Employee regularly performs tasks and achieves standard or expectations Consistently achieves standards.
4	ABOVE EXPECTATIONS: Employee's performance is consistently beyond expectations. More than half of the job performance factors fall above normal expectations.
5	EXCEPTIONAL: Employee performs all tasks in an exceptional manner. Stands out among peers.

Section Three: Strengths, Areas of Improvement & Action Plan

I. STRENGTHS: – Summarize the areas in which the employee does well and include suggestions for further development of these strengths.

II. AREAS FOR IMPROVEMENT: – Outline the areas in which the employee could improve performance.

III. ACTION PLAN: – List specific action steps that can be taken in the coming year to improve employee's performance. Include specific goals and objectives where possible.

Supervisor:		Date Discussed With Employee	
Employee's Comments:			

Further Comments by Supervisor:

Employee Signature:

Date:

Date of Last Review	
Date of Next Review	

Receipt of Employee Handbook

City of Asbury Park
 1 Municipal Plaza
 Asbury Park, NJ 07712
 (732) 775-2100

This confirms that I received a copy of the City of Asbury Park Employee Handbook. I understand that the Handbook contains management guideline only and that the City expressly reserves the right to change, modify, or delete the rules, policies, and benefits contained in the Handbook at any time. The City shall have the maximum discretion permitted by Law and Civil Service Regulation to administer, interpret, modify, discontinue or enhance any policy or rule. No statement or representation by a representative of the City, whether oral or written, can supplement or modify this Handbook. I also understand it is my responsibility to read this Handbook.

I understand that neither this Handbook nor any other communication by a management representative, whether oral or written, is intended to in any way create a contract of employment. Since employment with the City is voluntarily entered into, I am free to resign at any time. Similarly, the City may terminate this employment relationship whenever it believes it is appropriate.

Lastly, I understand that bargained contracts and other operating procedures may take priority over this Handbook.

 Printed Name

 Date

 Signature

 Union (if applicable)



RESOLUTION NO. 2018-199

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

RESOLUTION DESIGNATING JITNEY ROUTES FOR 2018

WHEREAS, the City of Asbury Park ("City") has adopted Ordinance 2018-22 establishing regulations for the operation of jitney services within the City; and

WHEREAS, the establishment of routes that jitneys shall operate on must be established by the City Council via resolution per section 8-34 of the City Code; and

WHEREAS, the initial phase of jitney service shall commence in 2018 and shall be evaluated thereon; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the following:

1. The jitney route(s) attached to this resolution shall be adhered to by all jitney operator(s) for the remainder of the 2018 calendar year.
2. A copy of this resolution shall be provided to the City Transportation Planner and City Manager.

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. 2018-199 which was finally adopted by the City Council at a meeting held on the 23rd day of May, 2018

CERTIFIED BY ME THIS 24th DAY OF May, 2018.

CINDY A. DYE
CITY CLERK

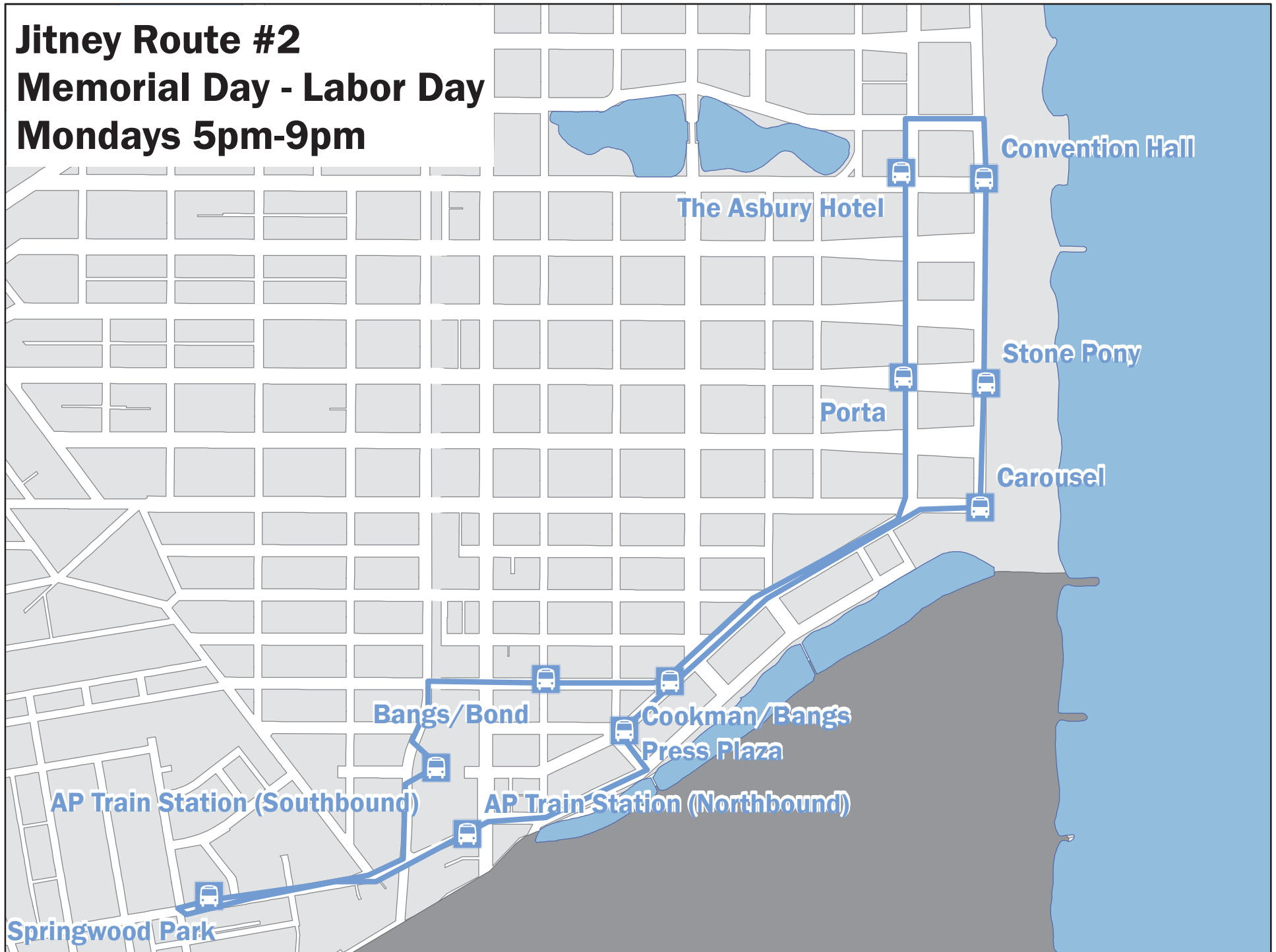
Jitney Route #1

Memorial Day - Labor Day
Wednesdays - Sundays
11am-3pm, 6pm-12am

All Year
Thursdays - Saturdays
6pm-12am



Jitney Route #2 **Memorial Day - Labor Day** **Mondays 5pm-9pm**





RESOLUTION NO. 2018-200

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

RESOLUTION ADOPTING ENVIRONMENTALLY PREFERABLE PURCHASING POLICY (GREEN PURCHASING POLICY)

WHEREAS, the City of Asbury Park is a Sustainable Community; and

WHEREAS, the municipality believes that it should encourage and increase the use of environmentally preferable products and services in Asbury Park; and

WHEREAS, by including environmental considerations in purchasing decisions, *Asbury Park* can promote practices that improve public and worker health, conserve natural resources, and reward environmentally conscious manufacturers, while remaining fiscally responsible; and

WHEREAS, the City is committed to purchasing products that minimize environmental impacts, toxics, pollution, and hazards to worker and community safety to the greatest extent practicable, and

WHEREAS, the City shall make the greatest effort to purchase products that include recycled content, are durable and long-lasting, conserve energy and water, use agricultural fibers and residues, reduce greenhouse gas emissions, use unbleached or chlorine free manufacturing processes, are lead-free and mercury-free, and use wood from sustainably harvested forests (FSC) when & where possible; and

WHEREAS, the City's goal of this policy is to encourage and increase the use of environmentally preferable products and services in Asbury Park; and

WHEREAS, the policy objectives are to Conserve natural resources, Minimize environmental impacts such as pollution and use of water and energy, Eliminate or reduce toxics that create hazards to workers and our community, Support strong recycling markets, Reduce materials that are routinely land filled or disposed of, Increase the use and availability of environmentally preferable products that protect the environment, identify environmentally preferable products & associated distribution systems, reward manufacturers & vendors with contracts that reduce environmental impacts in their production & distribution systems or services, collect & maintain up-to-date information regarding manufacturers, vendors and other sources for locating/ordering environmentally preferable products, create a model for successfully purchasing environmentally preferable products that encourages other purchasers in our community to adopt similar goals.; and

NOW THEREFORE BE IT RESOLVED, that the City of Asbury Park adopts the attached Environmentally Preferable Purchasing Policy (Green Purchasing Policy).

NOW THEREFORE BE IT FURTHER RESOLVED that a copy of this resolution shall be distributed to

1. Michael Capabianco, City Manager
2. Tracy Lizardi, QPA
3. JoAnn Boos, CFO
4. William McClave, Director of Public Works
5. Michele Alonso, Director of Planning and Redevelopment

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. 2018-200 which was finally adopted by the City Council at a meeting held on the 23rd day of May, 2018

CERTIFIED BY ME THIS 24th DAY OF May, 2018.

CINDY A. DYE
CITY CLERK

ENVIRONMENTALLY PREFERABLE PURCHASING POLICY (GREEN PURCHASING POLICY) City of Asbury Park

1.0 ENVIRONMENTALLY PREFERABLE PURCHASING (GREEN PURCHASING POLICY)

1.1 STATEMENT OF THE POLICY

It is the policy & practice of City of Asbury Park to:

- Institute practices that reduce waste by increasing product efficiency and effectiveness, and
- Purchase products that minimize environmental impacts, toxics, pollution, and hazards to worker and community safety to the greatest extent practicable, and
- Purchase products that include recycled content, are durable and long-lasting, conserve energy and water, use agricultural fibers and residues, reduce greenhouse gas emissions, use unbleached or chlorine free manufacturing processes, are lead-free and mercury-free, and use wood from sustainably harvested forests (FSC) when & where possible.

1.2 PURPOSE & OBJECTIVES OF THE POLICY

The goal of this policy is to encourage and increase the use of environmentally preferable products and services in City of Asbury Park. By including environmental considerations in purchasing decisions, City of Asbury Park can promote practices that improve public and worker health, conserve natural resources, and reward environmentally conscious manufacturers, while remaining fiscally responsible.

The policy objectives are to:

- Conserve natural resources,
- Minimize environmental impacts such as pollution and use of water and energy,
- Eliminate or reduce toxics that create hazards to workers and our community,
- Support strong recycling markets,
- Reduce materials that are routinely land filled or disposed of,
- Increase the use and availability of environmentally preferable products that protect the environment,
- Identify environmentally preferable products & associated distribution systems,
- Reward manufacturers & vendors with contracts that reduce environmental impacts in their production & distribution systems or services,
- Collect & maintain up-to-date information regarding manufacturers, vendors and other sources for locating/ordering environmentally preferable products,
- Create a model for successfully purchasing environmentally preferable products that encourages other purchasers in our community to adopt similar goals.

1.0 ENVIRONMENTALLY PREFERABLE PURCHASING (GREEN PURCHASING) (CONTINUED)

1.3 RESEARCH, EVALUATION & IMPLEMENTATION OF THE POLICY

City of Asbury Park Finance Department and members of the Green Team, which shall be composed of representatives from various *City of Asbury Park* departments/divisions, commissions/committees and volunteer organizations shall research, evaluate, and implement the environmental purchasing objectives. The Green Team Committee shall focus its research, evaluation and the implementation of the Green Policy in the following areas:

- Recycled Content Products (e.g. paper products, playground/recreation equipment, toner/printer cartridges, motor oils & lubricants, furniture, carpets & flooring materials, matting, plastic/composite lumber/building materials, trash bags, parking stops, ceiling tiles, etc...)
- Less Harmful & Non-toxic Materials & Processes (e.g. janitorial/cleaning products, pest management chemicals, phosphates, paint, solvents, fuels & lubricants, etc...)
- Energy & Water Efficient Products & Processes (e.g. solar applications, energy efficient lighting, energy star appliances, water saving devices, vehicles & motorized equipment, etc...)
- Natural Resource & Landscaping Management (e.g. integrated pest and vegetation management, drought tolerant/indigence plants & shrubs, recycled mulches & natural composts, etc...)
- Renewable Products (e.g. FSC certified forests products, renewable energy resources, etc...)
- Disposal & Pollution Reduction (e.g. integrated waste management, duplex copies, retread tires, reusable holiday trees, recycling programs for used ceiling tiles & flooring materials, etc...)
- Packaging (e.g. bulk packaging, reusable boxes, recycled packing materials, shipping pallets, etc...)
- Green Building Program (e.g. using recycled products in the construction and renovation, disposal of building materials in an environmentally sensitive manner, designing and renovating for energy and resource conservation)

The Committee is aware that the evaluation and implementation phases of the project will require changes in awareness, behaviors, practices and operating procedures. To the extent possible, it is the Committee's intention to have a participative process as it researches, evaluates and implements the policy recommendations. It is also the Committee's intention to meet annually after implementation to monitor and evaluate *City of Asbury Park's* progress in this area.

1.4 SPECIFICATIONS

1.4.1 Source Reduction

- * To the extent practicable *City of Asbury Park* shall institute practices that reduce waste and result in the purchase of fewer products whenever practicable and cost-effective, but without reducing safety or overall workplace quality.

1.0 ENVIRONMENTALLY PREFERABLE PURCHASING (GREEN PURCHASING) (CONTINUED)

1.4 SPECIFICATIONS (CONTINUED)

1.4.1 Source Reduction (Continued)

- * To the extent practicable City of Asbury Park shall purchase remanufactured products such as toner/printer cartridges, retread tires, furniture, equipment and automotive parts whenever practicable, but without reducing safety, quality or effectiveness.
- * To the extent practicable City of Asbury Park shall require all equipment bought after the adoption of this policy to be compatible with source reduction goals as referred to in the policy, when & where practicable.
- * All buyers shall consider short-term and long-term costs in comparing product alternatives, when feasible. This includes the evaluation of the total costs expected during the lifetime of the product, including, but not limited to, acquisition, extended warranties, operation, supplies, maintenance, disposal costs and expected lifetime compared to other alternatives.
- * Products that are durable, long lasting, reusable or refillable shall be preferred whenever available & practicable.
- * To the extent practicable City of Asbury Park requests vendors to eliminate excess packaging or to utilize the minimum amount necessary for product protection, to the greatest extent practicable.
- * Packaging that is reusable, recyclable or compostable shall be preferred, when suitable uses and programs readily exist.
- * Vendors shall be encouraged to take back and reuse wooden pallets and other shipping and packaging materials when & where practicable.
- * Suppliers of electronic equipment, including but not limited to computers, monitors, printers, fax machines and photocopiers, shall be required to take back the equipment for reuse or environmentally safe recycling when the City of City of Asbury Park discards or replaces such equipment, whenever & where practicable.
- * To the extent practicable the City of Asbury Park shall consider provisions in contracts with suppliers of non-electronic equipment that require suppliers to take back equipment for reuse or environmentally safe recycling when the City of Asbury Park discards or replaces such equipment, whenever practicable.
- * All documents shall be printed and photocopied on both sides (duplex) to reduce the use and purchase of photocopy paper, whenever & where practicable.

1.0 ENVIRONMENTALLY PREFERABLE PURCHASING (GREEN PURCHASING) (CONTINUED)

1.4 SPECIFICATIONS (CONTINUED)

1.4.2 Recycled Content Products

- * All products for which the United States Environmental Protection Agency (U.S. EPA) has established minimum recycled content standard guidelines in the Agency's Comprehensive Procurement Guidelines, such as those for printing paper, photocopy paper, janitorial paper products, construction, landscaping, parks and recreation, transportation, vehicles, miscellaneous and non-paper office products, shall contain the highest postconsumer content practicable to the application, but no less than the minimum recycled content standards established by the U.S. EPA Guidelines.
- * Photocopiers and printers purchased or leased by the City of Asbury Park shall be compatible with the use of recycled content and remanufactured products, whenever practicable.
- * To the extent practicable, the City of Asbury Park shall purchase re-refined lubricating and industrial oil for use in its vehicles and other motorized equipment, as long as it is certified by the American Petroleum Institute (API) as appropriate for use in such equipment.
- * When specifying asphalt concrete, aggregate base or Portland Cement Concrete for road construction projects, the City of Asbury Park shall utilize recycled, reusable or reground materials when & where practicable.
- * To the extent practicable the City of Asbury Park shall specify and purchase recycled content transportation products, including signs, traffic cones, parking stops, delineators, channelizers and barricades, which shall contain the highest postconsumer content practicable, but no less than the minimum recycled content standards established by the U.S. EPA Comprehensive Procurement Guidelines.
- * All pre-printed recycled content papers intended for distribution that are purchased or produced shall contain a statement that the paper is recycled content of a minimum of thirty (30%) percent recycled postconsumer content. Whenever feasible, the statement should indicate the percentage of postconsumer recycled content that the paper contains.

1.4.3 Energy & Water Savings

- * Where applicable, energy-efficient equipment shall be purchased with the most up-to-date energy efficiency functions. This includes, but is not limited to, high efficiency space heating systems and high efficiency space cooling equipment.
- * When practicable, the City of Asbury Park shall replace inefficient interior lighting with energy-efficient equipment and bulbs.
- * When practicable, the City of Asbury Park shall replace inefficient exterior lighting, street lighting and traffic signal lights with energy-efficient equipment and bulbs. Exterior lighting shall be minimized when and where possible to avoid unnecessary lighting of architectural and landscape features while providing adequate illumination for safety and accessibility.

1.0 ENVIRONMENTALLY PREFERABLE PURCHASING (GREEN PURCHASING) (CONTINUED)

1.4 SPECIFICATIONS (CONTINUED)

1.4.3 Energy & Water Savings (Continued)

- * All products purchased by the City of Asbury Park and for which the U.S. EPA Energy Star certification is available shall meet Energy Star certification, when practicable and available. When Energy Star labels are not available, City of Asbury Park shall choose energy-efficient products that are in the upper 25% of energy efficiency as designated by the Federal Energy Management Program, when practicable and available.
- * To the extent practicable the City of Asbury Park shall purchase water-saving/conservation products. This includes, but is not limited to, high-performance fixtures such as toilets, low-flow faucets and aerators, and upgraded landscape irrigation systems.

1.4.4 Green Buildings & LEED IM Ratings

All building and renovations undertaken by the City of Asbury Park shall follow Green Building Practices for design, construction, and operation, where appropriate and practicable, as described in the LEED IM Rating System. Architects and engineers for procured for said work shall be required to have LEED certified members on their staff assigned to the project when & where practicable.

1.4.5 Landscaping & Hardscaping

All landscape renovations, construction and maintenance performed by the City of Asbury Park, including workers and contractors providing landscaping services for the City of Asbury Park, shall employ sustainable landscape management techniques for design, construction and maintenance whenever & where possible, including, but not limited to, integrated pest management (IPM), grass recycling, drip irrigation, composting, and the procurement and use of mulch and compost that give preference to those products produced from regionally generated plant debris and/or food and sludge waste programs.

Plants should be selected to minimize waste by choosing species for purchase that are appropriate to the microclimate, species that can grow to their natural size in the space allotted to them, and perennials rather than annuals for color variations should be utilized. Native and drought-tolerant plants that require no or minimal watering once established are preferred over others when & where practicable.

Hardscapes and landscape structures constructed of recycled content materials are encouraged to be utilized. The City of Asbury Park shall limit the amount of impervious surfaces in the landscape, when & where practicable. Permeable substitutes, such as permeable asphalt or pavers, are encouraged for walkways, patios and driveways.

1.0 ENVIRONMENTALLY PREFERABLE PURCHASING (GREEN PURCHASING) (CONTINUED)

1.4 SPECIFICATIONS (CONTINUED)

1.4.6 Toxics & Pollution

To the extent practicable, the City of Asbury Park shall purchase, or require janitorial contractors to supply, industrial and institutional cleaning products that meet and/or exceed the Green Seal Certification Standards for environmental preferability and performance.

To the extent practicable, the City of Asbury Park shall purchase, or require janitorial contractors to supply, vacuum cleaners that meet the requirements of the Carpet and Rug Institute "Green Label" Testing Program — Vacuum Cleaner Criteria, are capable of capturing 96% of particulates 0.3 microns in size, and operate with a sound level less than 70dBA. Where possible and as applicable, other janitorial cleaning equipment shall be capable of capturing fine particulates, removing sufficient moisture so as to dry within twenty-four (24) hours, operate with a sound level less than 70dBA, and use high-efficiency, low-emissions engines.

The use of chlorofluorocarbon, Halon & Freon containing refrigerants, solvents and other products shall be phased out and new purchases of heating/ventilating/air conditioning, refrigeration, insulation and fire suppression systems shall not contain them.

All surfactants & detergents shall be readily biodegradable and, where practicable, shall not contain phosphates.

When maintaining buildings and landscapes, City of Asbury Park shall manage pest problems through prevention and physical, mechanical and biological controls, when practicable. The City of Asbury Park may either adopt and implement an organic pest management policy and practices or adopt and implement an Integrated Pest Management (IPM) policy and practices using the least toxic pest control method as a last resort.

When maintaining buildings, the City of Asbury Park shall utilize products with the lowest amount of volatile organic compounds (VOCs), highest recycled content, and low or no formaldehyde or lead when practicable when purchasing materials such as paint, carpeting, flooring materials, adhesives, furniture, filing cabinetry, ceiling tiles, coving, moldings and casework.

To the extent practicable, the City of Asbury Park shall reduce or eliminate its use of products that contribute to the formation of dioxins and furans. This includes, but is not limited to:

- Photocopier paper, paper products, and janitorial paper products that are unbleached or that are processed without chlorine or chlorine derivatives, whenever & where possible and that possess a minimum of thirty (30%) percent recycled postconsumer waste content.
- Prohibiting purchase of products that use halogens, polyvinyl chloride (PVC), lead, phthalates and asbestos such as, but not limited to, office binders, chair/floor mats, casework, moldings, furniture, carpeting, flooring materials, ceiling tiles and medical supplies whenever & where practicable.

1.0 ENVIRONMENTALLY PREFERABLE PURCHASING (GREEN PURCHASING) (CONTINUED)**1.4 SPECIFICATIONS (CONTINUED)****1.4.6 Toxics & Pollution (Continued)**

To the extent practicable, the City of Asbury Park shall purchase products and equipment with no lead or mercury whenever possible. For products that contain lead or mercury, City of Asbury Park shall give preference to those products with lower quantities of these metals and to vendors with established lead and mercury recovery programs.

To the extent practicable, the City of Asbury Park shall specify that desktop computers, notebooks and monitors purchased shall meet, at a minimum, all Electronic Product Environmental Assessment Tool (EPEAT) environmental criteria designated as "required" as contained in the IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products, whenever practicable.

When replacing vehicles, the City of Asbury Park shall consider less-polluting alternatives to diesel such as bio-based fuels, hybrids, electric batteries, and fuel cells, as may be available for the application.

1.4.7 Forest Conservation

To the extent practicable, the City of Asbury Park shall not procure wood products such as lumber and paper that originate from forests harvested in an environmentally unsustainable manner. When possible, City of Asbury Park shall give preference to wood products that are certified to be sustainably harvested by a comprehensive, performance-based certification system. The certification system shall include independent third-party audits, with standards equivalent to, or stricter than, those of the Forest Stewardship Council (FSC) certification.

To the extent practicable, the City of Asbury Park encourages the purchase or use of previously utilized and/or salvaged wood and wood products whenever practicable & where available.

1.4.8 Bio-Based Products

Vehicle fuels made from non-wood, plant-based contents such as vegetable oils are encouraged whenever practicable and available.

Paper and construction products made from non-wood, plant-based contents such as agricultural crops and residues are encouraged whenever practicable.

Bio-based plastic products that are biodegradable and compostable, such as bags, film, food and beverage containers, and cutlery, are encouraged whenever practicable.

Compostable plastic products purchased shall meet American Society for Testing and Materials (ASTM) standards as found in ASTM D6400-04. Biodegradable plastics used as coatings on paper and other compostable substrates shall meet ASTM D6868-03 standards.

Proof of compliance with ASTM standards for compostable, biodegradable and degradable plastic products shall be provided by vendors of such products, upon request. One acceptable proof of compliance for compostable plastic products shall be the certification by the Biodegradable Products Institute (BPI).

1.0 ENVIRONMENTALLY PREFERABLE PURCHASING (GREEN PURCHASING) (CONTINUED)

1.5 PRIORITIES

The health & safety of workers & citizens is of the utmost importance and takes precedence over all other policies and practices.

To the extent practicable, the City of Asbury Park has made significant investments in developing a successful recycling system and recognizes that recycled content products are essential to the continuing viability of that recycling system and for the foundation of an environmentally sound production system. Therefore, to the greatest extent practicable, recycled content shall be included in products that also meet other specifications, such as chlorine free or bio-based.

Nothing contained in this policy shall be construed as requiring a department, purchaser or contractor to procure products that do not perform adequately for their intended use, exclude adequate competition, or are not available at a reasonable price in a reasonable period of time.

Nothing contained in this policy shall be construed as requiring the City of Asbury Park, department, purchaser or contractor to take any action that conflicts with local, state or federal requirements.

1.6 IMPLEMENTATION OF THE POLICY

The City Manager, Purchasing Manager/Agent, Director of Finance, Director of Public Works and other responsible directors/managers shall implement this policy in coordination with other appropriate City of Asbury Park personnel.

As applicable, successful bidders shall certify in writing that the environmental attributes claimed in competitive bids are accurate. In compliance with New Jersey State Law, vendors shall be required to specify the minimum or actual percentage of recovered and postconsumer material in their products, even when such percentages are zero.

Upon request, buyers making the selection from competitive bids shall be able to provide justification for product choices that do not meet the environmentally preferable purchasing criteria in this policy.

Vendors, contractors and grantees shall be encouraged to comply with applicable sections of this policy for products and services provided to the City of Asbury Park, where practicable.

1.7 PROGRAM EVALUATION

The City Manager, Purchasing Manager/Agent, Director of Finance, the "Green Team" Committee and other positions responsible for implementing this policy, shall periodically meet and evaluate the success of this policy's implementation.

1.0 ENVIRONMENTALLY PREFERABLE PURCHASING (GREEN PURCHASING) (CONTINUED)

1.8 DEFINITIONS

"American Society for Testing & Materials" means ASTM International, an open forum for the development of high quality, market relevant international standards use around the globe.

"Bio-Based Products" means commercial or industrial products (other than food or feed) that utilize agricultural crops or residues but does not include products made from forestry materials.

"Biodegradable Plastic" means the degradation of the plastic must occur as a result of the action of naturally occurring microorganisms.

"Biodegradable Products Institute" (BPI) is a multi-stakeholder association of key individuals and groups from government, industry and academia, which promotes the use, and recycling of biodegradable polymeric materials (via composting). BPI does not create standards but certifies products that demonstrate they meet the requirements in ASTM D6400 or D6868, based on testing in an approved laboratory.

"Buyer" means anyone authorized to purchase or contract for purchases on behalf of the City of Asbury Park or its subdivisions.

"The Carpet & Rug Institute" (CR1) is the national trade association representing the carpet and rug industry. CR1 has developed and administered the "Green Label" indoor air quality testing and labeling program for carpet, adhesives, cushion materials and vacuum cleaners.

"Chlorine Free" means products processed without chlorine or chlorine derivatives.

"Compostable Plastic" means plastic that is biodegradable during composting to yield carbon dioxide, water and inorganic compounds and biomass, at a rate consistent with other known compostable materials and leaves no visually distinguishable or toxic residues.

"Contractor" means any person, group of persons, business, consultant, designing architect, association, partnership, corporation, supplier, vendor or other entity that has a contract with the City of Asbury Park or serves in a subcontracting capacity with the City of Asbury Park or with an entity having a contract with City of Asbury Park for the provision of any goods or services.

"Degradable Plastic" means plastic that undergoes significant changes in its chemical structure under specific environmental conditions.

"Dioxins & Furans" are a group of chemical compounds that are classified as persistent, bioaccumulative, and toxic by the U.S. Environmental Protection Agency (EPA).

"Energy Star" means the U.S. EPA's energy efficiency product labeling program.

"Energy Efficient Product" means a product that is in the upper twenty-five (25%) percent of energy efficiency for all similar products, or that is at least ten (10%) percent more efficient than the minimum level that meets Federal standards and guidelines.

"Electronic Product Environmental Assessment Tool" (EPEAT) is a procurement tool to help institutional purchasers in the public and private sectors evaluate, compare and select desktop computers, notebooks and monitors based on their environmental attributes.

1.0 ENVIRONMENTALLY PREFERABLE PURCHASING (GREEN PURCHASING) (CONTINUED)

1.8 DEFINITIONS (CONTINUED)

"Federal Energy Management Program" is a program of the Department of Energy that issues a series of Product Energy Efficiency Recommendations that identify recommended efficiency levels for energy-using products.

"Forest Stewardship Council" (FSC) is a global organization that certifies responsible, on-the-ground forest management according to rigorous standards developed by a broad variety of stakeholder groups.

"Green Building Practices" means a whole-systems approach to the design, construction, and operation of buildings and structures that helps mitigate the environmental, economic, and social impacts of construction, demolition, and renovation. Green Building Practices such as those described in the LEED IM Rating System, recognize the relationship between natural and built environments and seeks to minimize the use of energy, water, and other natural resources and provide a healthy productive environment.

"Green Seal" is an independent, non-profit environmental labeling organization. Green Seal standards for products and services meet the U.S. EPA's criteria for third-party certifiers. The Green Seal is a registered certification mark that may appear only on certified products.

"Integrated Pest Management (IPM)" is an ecosystem-based strategy that focuses on long-term prevention of pests or their damage through a combination of techniques such as biological control, habitat manipulation, modification of cultural practices, and use of resistant varieties. Pesticides are used only after monitoring indicates they are needed according to established guidelines, and treatments are made with the goal of removing only the target organism. Pest control materials are selected and applied in a manner that minimizes risks to human health, beneficial and non-target organisms, and the environment.

"LEED IM Rating System" means the most recent version of the Leadership in Energy and Environmental Design (LEED™) Commercial Green Building Rating System, or other related LEED IM Rating System, approved by the U.S. Green Building Council and designed for rating new and existing commercial, institutional, and high-rise residential buildings.

"Organic Pest Management" prohibits the use and application of toxic chemical pesticides and strives to prevent pest problems through the application of natural, organic horticultural and maintenance practices. All pest control products shall be in keeping with, but not limited to, those products on the approved list of New Jersey Certified Organic Foods (NJOF).

"Postconsumer Material" means a finished material which would normally be disposed of as a solid waste, having reached its intended end-use and completed its life cycle as a consumer item, and does not include manufacturing or converting wastes.

"Practical" & "Practicable" mean whenever possible and compatible with local, state and federal law, without reducing safety, quality, or effectiveness and where the product or service is available at a reasonable cost in a reasonable period of time.

1.0 ENVIRONMENTALLY PREFERABLE PURCHASING (GREEN PURCHASING) (CONTINUED)

1.8 DEFINITIONS (CONTINUED)

"Preconsumer Material" means material or by-products generated after manufacture of a product is completed but before the product reaches the end-use consumer. Preconsumer material does not include mill and manufacturing trim, scrap or broke which is generated at a manufacturing site and commonly reused on-site in the same or another manufacturing process.

"Recovered Material" means fragments of products or finished products of a manufacturing process, which has converted a resource into a commodity of real economic value, and includes pre-consumer and postconsumer material but does not include excess resources of the manufacturing process.

"Recycled Content" means the percentage of recovered material, including pre-consumer and postconsumer materials, in a product.

"Recycled Content Standard" means the minimum level of recovered material and/or postconsumer material necessary for products to qualify as "recycled products."

"Recycled Product" means a product that meets (Insert Borough's, City's or Township's) recycled content policy objectives for postconsumer and recovered material.

"Remanufactured Product" means any product diverted from the supply of discarded materials by refurbishing and marketing said product without substantial change to its original form.

"Reused Product" means any product designed to be used many times for the same or other purposes without additional processing except for specific requirements such as cleaning, painting or minor repairs.

"Source Reduction" refers to products that result in a net reduction in the generation of waste compared to their previous or alternate version and includes durable, reusable and remanufactured products; products with no, or reduced, toxic constituents; and products marketed with no, or reduced packaging.

"U.S. EPA Guidelines" means the Comprehensive Procurement Guidelines established by the U.S. Environmental Protection Agency for federal agency purchases as of May 2002 and any subsequent versions adopted.

"Water-Saving Products" are those that are in the upper twenty-five (25%) percent of water conservation for all similar products, or at least ten (10%) percent more water-conserving than the minimum level that meets the Federal standards.



RESOLUTION NO. 2018-201

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

RESOLUTION AWARDING A CONTRACT TO MONMOUTH COUNTY FOR ROAD REPAVING

WHEREAS, the City of Asbury Park has solicited pricing from Monmouth County to pave portions of City owned roads as per the attached quote; and

WHEREAS, under the Local Public Contracts Law, N.J.S.A. 40A:11-5(2) Exemptions, work between government agencies does not have to be bid; and

WHEREAS, Monmouth County has provided a quote totaling \$29,099.56; and

WHEREAS, the CFO has Certified the Availability of Funds in account 8-01-44-902-003-299, the maximum dollar value of the pending contract is as set forth in the resolution.

WHEREAS, the City of Asbury Park is desirous of awarding a contract to Monmouth County for road repaving.

NOW, THEREFORE BE IT RESOLVED that the Mayor and Council of the City of Asbury Park, County of Monmouth, New Jersey that a contract of \$29,099.56 be awarded to Monmouth County for paving certain roads.

NOW, THEREFORE BE IT FURTHER RESOLVED, that a copy of this Resolution be forwarded to the City Manager, Purchasing Agent and Superintendent of Public Works.

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. 2018-201 which was finally adopted by the City Council at a meeting held on the 23rd day of May, 2018

CERTIFIED BY ME THIS 24th DAY OF May, 2018.

CINDY A. DYE
CITY CLERK



MONMOUTH COUNTY PUBLIC WORKS & ENGINEERING

MATERIAL/EQUIPMENT/SERVICE REQUEST FORM

WORK ORDER #: _____

REQUESTOR'S INFORMATION- PART I

Requestor's Name: Robert Bianchini Phone Number: 732-312-7579

Municipality: Asbury Park Department: D.P.W

Service Requested & Location (If Applicable):

Key & Pave 6th & 7th AVE From Kingsley AVE TO
WEB ST 31,096 SQ FT 500 TONS 9.5 INCH Asphalt

Equipment Requested (If Applicable): supplied by Asbury

Material Requested (If Applicable):

Delivery Requested: ☐ Yes ☐ No

Date Needed: _____ Expected Date of Return: _____

Requestor's Signature: _____ Date: _____

MONMOUTH COUNTY'S APPROVAL- PART II

Division: _____ District (If Applicable): _____

Administrative Fee: \$ 18.50

Estimated Labor Cost: \$ 4,977.44

Estimated Material Cost: \$ 909.59

Estimated Equipment Cost: \$ 8,644.25

Delivery Cost *(Optional): \$ _____

ESTIMATED TOTAL COST: \$ 14,549.78

☒ If box is checked, estimate is based on visual inspection of required repairs. Final costs will be based on actual repairs completed due to extent of deterioration and/or damage found.

Division Head Signature: [Signature] Date: 5/4/18

Department Head Signature: [Signature] Date: 4/14/18

Comments: _____

Original-Division

Copy-Municipality

Copy-Director's Office

Updated 1/10/2018

Packet Pg. 162



RESOLUTION NO. 2018-202

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

RESOLUTION AUTHORIZING CHANGE ORDER NUMBER 1 FOR THE FIREHOUSE LINTEL PROJECT

WHEREAS, the City Council of Asbury Park and MTB LLC are parties to a contract for the Firehouse Lintel Project via Resolution 2018-100; and

WHEREAS, the original contract amount approved by the City Council was in the sum of Twenty Eight Thousand One Hundred Dollars and 00/100 cents (\$28,100.00); and

WHEREAS, the project requires Changer Order #1 in the amount not to exceed zero dollars(\$0.00); and

WHEREAS, the Change Order #1 is for a time extension due to a materials delay; and

WHEREAS, this change order reflects the costs activities as attached in the letter dated May 16, 2018 by T&M Associates outlining the scope and cost of services; and

WHEREAS, the City Engineer (T&M Associates) on the Project recommended that Change Order No. 1 be authorized to complete the Project; and

WHEREAS, the execution of Change Order No. 1 will not substantially change the quality or character of the items or work to be provided, inasmuch as such would not have been a determining factor in the original bidding; and

WHEREAS, the execution of Change Order No. 1 will not cause the originally awarded contract price to be exceeded by more than 20% ;and

WHEREAS, the Chief Financial Officer has provided to the Governing Body a certificate in writing pursuant to N.J.A.C. 5:34-2 that funds are available to pay for the subject matter of this Resolution; and funds are available in account 8-01-55-001-000-026 and the maximum dollar value of the pending change order is as set forth in the resolution.

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 the this Change Order #1 shall not exceed \$0.00; and

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. 2018-202 which was finally adopted by the City Council at a meeting held on the 23rd day of May, 2018

CERTIFIED BY ME THIS 24th DAY OF May, 2018.

CINDY A. DYE
CITY CLERK



YOUR GOALS. OUR MISSION.

ASPK-00755

May 16, 2018
Via Hand delivery

Mr. Michael Capabianco, City Manager
City of Asbury Park
One Municipal Plaza
Asbury Park, New Jersey 07712

**Re: City of Asbury Park
Rehabilitation of Vehicle Bay Door Lintels
Change Order Number 1**

Dear Mr. Capabianco:

Please find enclosed four signed originals of Change Order Number 1 for processing at the next City Council meeting. This Change Order is for a Contract Time Extension due to longer than expected material lead times, specifically fabrication and galvanizing of steel lintels. Per the attached letter from the contractor, MTB, LLC is requesting a revised project completion date of July 9, 2018.

The net change in contract for **Change Order Number 1 is \$0.00 (0.0%)**.

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 STAFF DESIGNER
On Behalf of:
CHRISTINE A. BALLARD, P.E.
ASBURY PARK CITY ENGINEER

JDH:jdh

Enclosures

Cc: Cindy Dye, City Clerk (via email & hand delivery)
JoAnn Boos, CFO (via email)
James Foster, Treasurer (via email)

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100 Steiner Avenue, Neptune City, New Jersey 07753

Phone: 732.774.1806

Fax: 732.774.6264

April 13, 2018

T&M Associates

11 Tindall Road

Middletown, NJ 07748

Attn: Jason Harzold

Re: Rehabilitation of Vehicle Bay Door Lintels
Asbury Park Firehouse

Dear Mr. Harzold,

MTB received, forwarded and released for fabrication the approved steel shop drawings on 4/12/2018. Per our discussions at the pre-con meeting, the new lintels will require 2 weeks for fabrication and 3 to 4 weeks for galvanizing, which puts MTB at an anticipated start around the week of May 21, 2018. Therefore, MTB will require a no cost Time Extension Change Order with a revised completion date of July 9, 2018.

Please issue the requisite change order for signatures at your earliest convenience.

A construction Project Schedule will be submitted based on a completion date of 7/9/2018 ASAP.

Respectfully,

MTB, LLC

Theodore A. Loizos
Project Manager

APR 18 2018

Attachment: Capabianco_CAB-JDH_Change Order No 1 Fire House Lintels (2018-202 : Authorizing Change Order Number 1 for Firehouse

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

SHEET NO. 1 OF 2
PROJECT NO. ASPK-00755

CHANGE ORDER NO. 1

DATE: May 16, 2018

PROJECT: Rehabilitation of Vehicle Bay Door Lintels

OWNER: City of Asbury Park

CONTRACTOR: MTB, LLC

DESCRIPTION OF CHANGE:

Contract Time Extension - Completion Date of July 9, 2018

REDUCTIONS:

EXTRA:

SUPPLEMENTARY:

APPROVAL RECOMMENDED:	SEE ATTACHED DETAIL	ADDITIONAL	REDUCTION
CHRISTINE A. BALLARD, P.E.	A. TOTAL REDUCTIONS THIS C.O.	XXXXXXXXXXXX	\$0.00
ACCEPTED:	B. TOTAL EXTRAS THIS C.O.	\$0.00	XXXXXXXXXXXX
CONTRACTOR: MTB, LLC	C. TOTAL SUPPLEMENTARY THIS C.O.	\$0.00	XXXXXXXXXXXX
OWNER'S APPROVALS:	TOTALS THIS C.O.	\$0.00	\$0.00
	NET CHANGE THIS CHANGE ORDER		
	PREVIOUS CHANGE ORDERS	\$0.00	\$0.00
NOTE: All work to be done according to Contract Specifications.	TOTAL CHANGE ORDERS TO DATE	\$0.00	\$0.00
	NET CHANGE IN CONTRACT		
ORIGINAL CONTRACT BID PRICE		\$28,100.00	
CHANGE ORDERS TO DATE		0.00%	
REVISED CONTRACT PRICE		\$28,100.00	

Attachment: Capabianco_CAB-JDH_Change Order No 1 Fire House Lintels (2018-202 : Authorizing Change Order Number 1 for Firehouse Lintel Project)

CHANGE ORDER NO. 1

SHEET NO. 2 OF 2

PROJECT NO. ASPK-00755

PROJECT:

Rehabilitation of Vehicle Bay Door Lintels

OWNER:

City of Asbury Park

CONTRACTOR:

MTB, LLC

[illegible]

A. TOTAL REDUCTIONS

\$0.00

E X T R A					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

B.	TOTAL EXTRA
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\$0.00

S U P P L E M E N T A R Y					\$0.00
---	--	--	--	--	--------

C. TOTAL SUPPLEMENTARY

\$0.00



RESOLUTION NO. 2018-203

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

RESOLUTION APPROVING CHANGE ORDER #3 FOR FOURTH AVENUE IMPROVEMENTS

WHEREAS, the City Council of Asbury Park awarded a contract to Lucas Brothers, Inc. on April 26, 2017 for Fourth Avenue Improvements; and

WHEREAS, the original contract amount approved by the City Council was in the sum of one million seven hundred forty two thousand and seven hundred and forty two dollars (\$1,742,742.00) and

WHEREAS, the project require Changer Orders #1 and 2 in the amount not to exceed zero dollars (\$0.00), which was approved via Resolution 2017-333; and

WHEREAS, the Change Order #3 for zero dollars and zero cents (\$0.00) is hereby submitted for approval; and

WHEREAS, the execution of Change Order Number 3 will not substantially change the quality or character of the items or work to be provided, inasmuch as such would not have been a determining factor in the original bidding; and

WHEREAS, the Chief Financial Officer has certified that funds are available in C-04-55-998-164-002 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.

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 shall not exceed \$0.00.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute Change Order Number 3 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, 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. 2018-203 which was finally adopted by the City Council at a meeting held on the 23rd day of May, 2018

CERTIFIED BY ME THIS 24th DAY OF May, 2018.

CINDY A. DYE
CITY CLERK



YOUR GOALS. OUR MISSION.

ASPK-00750

December 28, 2017

Via Hand delivery

Mr. Michael Capabianco, City Manager
City of Asbury Park
One Municipal Plaza
Asbury Park, New Jersey 07712

**Re: City of Asbury Park
Fourth Avenue Improvements
Change Order Number 3**

Dear Mr. Capabianco:

Please find enclosed four signed originals of Change Order Number 3 for processing at the next City Council meeting. This Change Order is due to various increases and reductions to reflect as-built quantities.

The net change in contract for **Change Order Number 3** is **\$0.00 (0.0%)**.

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 STAFF DESIGNER
On Behalf of:
CHRISTINE A. BALLARD, P.E.
ASBURY PARK CITY ENGINEER

JDH:jdH

Enclosures

Cc: Cindy Dye, City Clerk (via email & hand delivery)
JoAnn Boos, CFO (via email)
James Foster, Treasurer (via email)

G:\Projects\ASPK\00750\Correspondence\Capabianco_CAB-JDH_Change Order No 3.docx

Attachment: Capabianco_CAB-JDH_Change Order No 3 fourth ave (2018-203 : Change Order #3 for Fourth Avenue Improvements)

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

SHEET NO. 1 OF 2
PROJECT NO. **ASPK-00750**

CHANGE ORDER NO. 3

DATE:

December 28, 2017

PROJECT:

Fourth Avenue Improvements

OWNER:

City of Asbury Park

CONTRACTOR:

Lucas Brothers, Inc.

DESCRIPTION OF CHANGE:

REDUCTIONS:

Item B19 is reduced to reflect current as-built quantity.

EXTRA:

Item A28 is increased to reflect current as-built quantity.

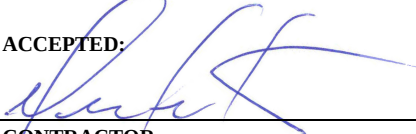
SUPPLEMENTARY:

APPROVAL RECOMMENDED:



CHRISTINE A. BALLARD, P.E.

ACCEPTED:



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	\$351.90
B. TOTAL EXTRAS THIS C.O.	\$351.90	XXXXXXXXXXXX
C. TOTAL SUPPLEMENTARY THIS C.O.	\$0.00	XXXXXXXXXXXX
TOTALS THIS C.O.	\$351.90	\$351.90
NET CHANGE THIS CHANGE ORDER	\$0.00	
PREVIOUS CHANGE ORDERS	\$270,498.50	\$270,498.50
TOTAL CHANGE ORDERS TO DATE	\$270,850.40	\$270,850.40
NET CHANGE IN CONTRACT	\$0.00	

ORIGINAL CONTRACT BID PRICE

\$1,742,742.00

CHANGE ORDERS TO DATE

\$0.00

REVISED CONTRACT PRICE

\$1,742,742.00

Attachment: Capabianco_CAB-JDH_Change Order No 3 fourth ave (2018-203 : Change Order #3 for Fourth Avenue Improvements)

CHANGE ORDER NO. 3

SHEET NO. 2 OF 2
PROJECT NO. **ASPK-00750**

PROJECT:

Fourth Avenue Improvements

OWNER:

City of Asbury Park

CONTRACTOR:

Lucas Brothers, Inc.

	ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
REDUCTIONS	B19	18" Reinfroced Concrete Pipe, Class V, w/O-Ring Gasket (If & Where Directed)	3.95 LF	\$89.00	\$351.90

A. TOTAL REDUCTIONS

\$351.90

EXTRA	A28	Concrete Driveway, Reinforced, 6" Thick	3.06 SY	\$115.00	\$351.90

B. TOTAL EXTRA

\$351.90

SUPPLEMENTARY					\$0.00

C. TOTAL SUPPLEMENTARY

\$0.00

Attachment: Capabianco_CAB-JDH_Change Order No 3 fourth ave (2018-203 : Change Order #3 for Fourth Avenue Improvements)



RESOLUTION NO. 2018-204

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

RESOLUTION APPROVING CHANGE ORDER #4 FOR FOURTH AVENUE IMPROVEMENTS

WHEREAS, the City Council of Asbury Park awarded a contract to Lucas Brothers, Inc. on April 26, 2017 for Fourth Avenue Improvements; and

WHEREAS, the original contract amount approved by the City Council was in the sum of one million seven hundred forty two thousand and seven hundred and forty two dollars (\$1,742,742.00) and

WHEREAS, the project require Changer Orders #1 and 2 in the amount not to exceed zero dollars (\$0.00), which was approved via Resolution 2017-333; and

WHEREAS, the Change Order #3 for zero dollars and zero cents (\$0.00) was approved on May 23, 2018 Council meeting; and

WHEREAS, the Change Order #4 for twenty-two thousand, one hundred thirty seven dollars and fifty cents (\$22,137.50) is being requested by the City Engineer and the City manager;

WHEREAS, the execution of Change Order Number 4 will not substantially change the quality or character of the items or work to be provided, inasmuch as such would not have been a determining factor in the original bidding as the increase in the contract price is 1.27%; and

WHEREAS, the Chief Financial Officer has certified that funds are available in C-04-55-998-164-002 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.

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 shall not exceed twenty-two thousand, one hundred thirty seven dollars and fifty cents (\$22,137.50).

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute

Change Order Number 4 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, 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. 2018-204 which was finally adopted by the City Council at a meeting held on the 23rd day of May, 2018

CERTIFIED BY ME THIS 24th DAY OF May, 2018.

CINDY A. DYE
CITY CLERK



YOUR GOALS. OUR MISSION.

ASPK-00750

May 16, 2018
Via Hand delivery

Mr. Michael Capabianco, City Manager
City of Asbury Park
One Municipal Plaza
Asbury Park, New Jersey 07712

**Re: City of Asbury Park
Fourth Avenue Improvements
Change Order Number 4**

Dear Mr. Capabianco:

Please find enclosed four signed originals of Change Order Number 4 for processing at the next City Council meeting. This Change Order is due to additional curb on Ridge Avenue as requested by the City. It also includes the removal of an existing tree located at the intersection of Third & Ridge and all necessary pavement quantities, driveway apron, and police traffic directors to construct the requested improvements. Change Order Number 4 also includes the installation of an additional Type "B" Inlet at the intersection of Fourth and Langford to alleviate ponding on the north side of Langford St caused by insufficient gutter pitch.

The net change in contract for **Change Order Number 4** is **\$22,134.50** or **1.27%** of the original contract amount.

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 STAFF DESIGNER
On Behalf of:
CHRISTINE A. BALLARD, P.E.
ASBURY PARK CITY ENGINEER

JDH:jdh

Enclosures

Cc: Cindy Dye, City Clerk (via email & hand delivery)
JoAnn Boos, CFO (via email)
James Foster, Treasurer (via email)

G:\Projects\ASPK\00750\Correspondence\Capabianco_CAB-JDH_Change Order No 4.docx

Attachment: Capabianco_CAB-JDH_Change Order No 4 Fourth Ave Improvements (2018-204 : Change Order #4 for Fourth Avenue

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

SHEET NO. 1 OF 2
PROJECT NO. **ASPK-00750**

CHANGE ORDER NO. 4

DATE:

May 7, 2018

PROJECT:

Fourth Avenue Improvements

OWNER:

City of Asbury Park

CONTRACTOR:

Lucas Brothers, Inc.

DESCRIPTION OF CHANGE:

REDUCTIONS:

EXTRA:

Additional Concrete Curb on Ridge Avenue
Additional Concrete Apron on Ridge Avenue
Additional 2' wide Pavement Repair Strip on Ridge Avenue
Additional Type "B" Inlet on northeast corner of Fourth & Langford
Additional 12" DIP Storm Sewer Pipe

SUPPLEMENTARY:

Additional Police Traffic Directors (If & Where Directed)

APPROVAL RECOMMENDED:	SEE ATTACHED DETAIL	ADDITIONAL	REDUCTION
CHRISTINE A. BALLARD, P.E.	A. TOTAL REDUCTIONS THIS C.O.	XXXXXXXXXXXX	\$0.00
ACCEPTED:	B. TOTAL EXTRAS THIS C.O.	\$19,134.50	XXXXXXXXXXXX
CONTRACTOR: Lucas Brothers, Inc.	C. TOTAL SUPPLEMENTARY THIS C.O.	\$3,000.00	XXXXXXXXXXXX
OWNER'S APPROVALS:	TOTALS THIS C.O.	\$22,134.50	\$0.00
	NET CHANGE THIS CHANGE ORDER	\$22,134.50	
	PREVIOUS CHANGE ORDERS	\$270,850.40	\$270,850.40
NOTE: All work to be done according to Contract Specifications.	TOTAL CHANGE ORDERS TO DATE	\$292,984.90	\$270,850.40
	NET CHANGE IN CONTRACT	\$22,134.50	

ORIGINAL CONTRACT BID PRICE		\$1,742,742.00
CHANGE ORDERS TO DATE	1.27%	\$22,134.50
REVISED CONTRACT PRICE		\$1,764,876.50

CHANGE ORDER NO. 4

SHEET NO. 2 OF 2
PROJECT NO. ASPK-00750

PROJECT:

Fourth Avenue Improvements

OWNER:

City of Asbury Park

CONTRACTOR:

Lucas Brothers, Inc.

	ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
REDUCTIONS					\$0.00

A. TOTAL REDUCTIONS

\$0.00

EXTRA	A14	HMA 9.5M64 Surface Course, 2" Thick	6.50	TON	\$83.00	\$539.50
	A15	HMA 19M64 Base Course, 4" Thick	13.00	TON	\$50.00	\$650.00
	A23	Concrete Sidewalk, 4" Thick	20.00	SY	\$69.00	\$1,380.00
	A28	Concrete Driveway Aprion, Reinforced, 6" thick	25.00	SY	\$115.00	\$2,875.00
	A41	Tree Removal, 12" to 24" Diameter	1.00	UNIT	\$1,100.00	\$1,100.00
	A30	6" x 18" Concrete Vertical Curb	230.00	LF	\$25.00	\$5,750.00
	B7	Excavation, Test Pit	1.00	UNIT	\$430.00	\$430.00
	B15	12" Ductile Iron Pipe, Class 52	30.00	LF	\$107.00	\$3,210.00
	B21	Inlet, Type "B"	1.00	UNIT	\$3,200.00	\$3,200.00

B. TOTAL EXTRA

\$19,134.50

SUPPLEMENTARY	S-1	Police Traffic Directors (If & Where Directed)	40.00	HR	\$75.00	\$3,000.00

C. TOTAL SUPPLEMENTARY

\$3,000.00

Attachment: Capabianco_CAB-JDH_Change Order No 4 Fourth Ave Improvements (2018-204 : Change Order #4 for Fourth Avenue Improvements)



RESOLUTION NO. 2018-205

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

**A RESOLUTION OF THE CITY OF ASBURY PARK RELEASING THE
PERFORMANCE BOND FOR ASBURY LANES LOCATED AT 1100 OCEAN AVENUE
(BLOCK 4104, LOT 8, 9 & P/O 13 AND ACCEPTING MAINTENANCE GUARANTEE**

WHEREAS, InSite Engineering, LLC, who serve as engineers to the Planning Board, has inspected Asbury Lanes, 1100 Ocean Avenue (Block 4104, Lot 8, 9 and p/o 13); and

WHEREAS, InSite Engineering, LLC has determined that the condition of the improvements is satisfactory; and

WHEREAS, it is the recommendation of InSite Engineering, LLC that the City of Asbury Park release the Performance Guarantee in the amount of \$24,044.00 upon a posting of the two (2) year Maintenance Guarantee in the amount of \$3,606.60, provided that the release of the Performance Bond is contingent upon the payment of all outstanding escrow invoices.

WHEREAS, it is the intention of the City Council and in the best interest of the City of Asbury Park to release the Performance Guarantee and accept a two-year Maintenance Guarantee in the amount referenced herein, contingent upon the payment of all outstanding escrow invoices related to this property, in accordance with InSite Engineering, LLC's recommendations.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the city of Asbury Park that the performance guarantee in the amount of \$24,044.00 be released for the improvements described above and accept a two (2) year maintenance guarantee of \$3,606.60 as well.

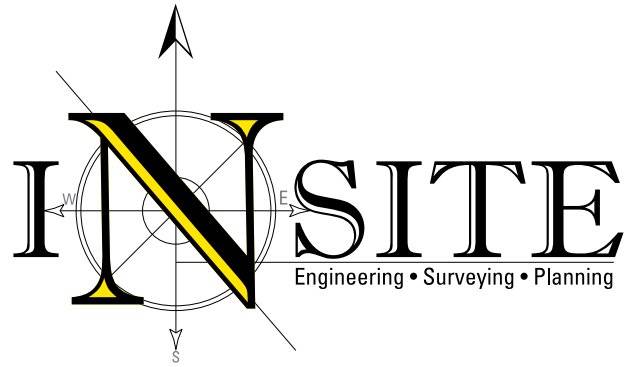
BE IT FURTHER RESOLVED that copies of this resolution shall be provided to the Finance Director, InSite Engineering, LLC, Planning Board Secretary and applicant for their information and attention.

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. 2018-205 which was finally adopted by the City Council at a meeting held on the 23rd day of May, 2018

CERTIFIED BY ME THIS 24th DAY OF May, 2018.

CINDY A. DYE
CITY CLERK

City of Asbury Park Planning Board
 c/o: Barbara Van Wagner
 Board Secretary
 Municipal Complex
 1 Municipal Plaza
 Asbury Park, NJ 07712



Via Email: Barbara.VanWagner@CityofAsburyPark.com

May 8, 2018

Subject: **PERFORMANCE GUARANTEE → MAINTENANCE GUARANTEE**
ASBURY LANES – Amended Preliminary and Final Site Plan
 Block 4104, Lots 8, 9 & P/O 13
 1100 Ocean Avenue
 City of Asbury Park, Monmouth County, NJ

Ms. Van Wagner:

In accordance with our April 20, 2018 “TEMPORARY CERTIFICATE OF OCCUPANCY CONSTRUCTION INSPECTION – PROGRESS REPORT” letter to you, we find the site improvements complete for the above-referenced development project. Therefore, in accordance with NJSA 40:55D-53, we recommend releasing the applicant’s Performance Guarantee.

The construction cost estimate itemized in our May 31, 2017 “Performance Guarantee & Inspection Fees” letter to you was \$24,044.00 (as related to public improvements). In accordance with NJSA 40:55D-53a(1), the applicant therefore posted a Performance Guarantee in the amount of \$25,967.52 (i.e. 120% of the construction cost estimate).

In accordance with NJSA 40:55D-53a(2), the City Mayor and Council may now require the applicant to post a Maintenance Guarantee in the amount of \$3,606.60 (i.e. 15% of the construction cost estimate).

Based on the above information, we recommend the Board and City Mayor and Council release the applicant’s Performance Guarantee and proceed with the establishment of the Maintenance Guarantee. The Maintenance Guarantee, shall be held for a period of two (2) years, which period shall commence upon the date of the City Mayor and Council’s acceptance of the site improvements.

Please note the applicant remains responsible for all site improvements related to this development project. The City and this office shall not be held responsible for any physical improvements related to this development project.

InSite Engineering, LLC

1913 Atlantic Avenue, Suite F4 • Wall, NJ 08736

732-531-7100 (ph) • 732-531-7344 (fx) • InSite@InSiteEng.net • www.InSiteEng.net

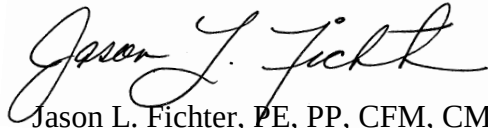
Licensed in NJ, PA, DE, NY, CT, NC, DC, & CO

Performance Guarantee → Maintenance Guarantee
City of Asbury Park Planning Board
City of Asbury Park, Monmouth County, NJ

Page 2 of 2
May 8, 2018
Block 4104; Lots 8, 9 & P/O 13

If you have any questions or require further information, please feel free to contact me anytime by phone or email (Jason@InsiteEng.net).

Sincerely,
InSite Engineering, LLC



Jason L. Fichter, PE, PP, CFM, CME
Planning Board Engineer

InSite Job # 15-580-46

cc: Jack Serpico, Esq., Planning Board Attorney
Barbara Krzak, Planning Board Chair
Michele Alonso, Director of Planning and Redevelopment
Frederick C. Raffetto, Esq., City Attorney

JserpicoLaw@aol.com
BarbKCondo@aol.com
Michele.Alonso@cityofasburypark.com
fcr@ansellgrimm.com

Attachment: Asbury Lanes Maintenance Bond (2018-205 : Release Performance Guarantee Asbury Lanes)

InSite Engineering, LLC

1913 Atlantic Avenue, Suite F4 • Wall, NJ 08736
732-531-7100 (ph) • 732-531-7344 (fx) • InSite@InSiteEng.net • www.InSiteEng.net
Licensed in NJ, PA, DE, NY, CT, NC, DC, & CO



RESOLUTION NO. 2018-206

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

RESOLUTION OF THE CITY OF ASBURY PARK AUTHORIZING THE EXECUTION OF AN INTERIM COST AGREEMENT WITH ASBURY HOLDINGS, LLC, INCLUDING PROVISIONS FOR AN ESCROW DEPOSIT TO DEFRAID THE CITY'S COSTS INCURRED IN THE NEGOTIATION OF A REDEVELOPMENT AGREEMENT FOR 1001 FIRST AVENUE- BLOCK 401, LOT 11

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq., as amended and supplemented (the "Act"), provides a process for municipalities to participate in the redevelopment and improvement of areas in need of redevelopment; and

WHEREAS, the City desires that the land located in an area which has been determined to be an area in need of rehabilitation in accordance with the Act, designated as Block 401, Lot 11 on the Tax Map of the City of Asbury Park and more commonly known as 1001 First Avenue (the "Project Site"), be redeveloped in accordance with the 1001 First Avenue Redevelopment Plan (the "Redevelopment plan"); and

WHEREAS, Asbury Holdings, LLC ("Asbury Holdings") seeks to be designated as the Redeveloper of the Project Site in order to redevelop the Project Site in conformance with the Redevelopment Plan; and

WHEREAS, Asbury Holdings proposes a redevelopment of the Project Site that will include among other components: the construction of residential units, including deed-restricted affordable units, with associated parking and other improvements; and

WHEREAS, the City and Asbury Holdings desire to negotiate a Redevelopment Agreement to redevelop the Project Site based generally upon the Proposal as a starting point for negotiations, subject to further review by the City; and

WHEREAS, accordingly, the City has prepared a form of Interim Cost Agreement, a copy of which is attached hereto as **Exhibit A**, whereby Asbury Holdings would pay the reasonable costs incurred by the City in reviewing and further evaluating the Proposal, negotiating and drafting a Redevelopment Agreement (should a Redevelopment Agreement

ultimately be executed), and all other costs and expenses related to this matter, prior to either the execution of a Redevelopment Agreement or a determination by the City that a Redevelopment Agreement cannot be executed, as the case may be; and

WHEREAS, as it is further acknowledged in the form of Interim Cost Agreement attached hereto, the components of the Proposal, including but not limited to the provision of affordable housing units and parking spaces, are subject to negotiation.

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

1. The City Manager is hereby authorized to execute an Interim Cost and Agreement between the City of Asbury Park and Asbury Holdings, LLC in a form substantially as that attached hereto as **Attachment A**.
2. Staff and consultants to the City are hereby authorized and directed to take all other administrative actions to implement this Resolution as are necessary and appropriate to accomplish its goals and intent.
3. This Resolution shall be effective immediately.

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. 2018-206 which was finally adopted by the City Council at a meeting held on the 23rd day of May, 2018

CERTIFIED BY ME THIS 24th DAY OF May, 2018.

CINDY A. DYE
CITY CLERK

INTERIM COST AGREEMENT
BY AND BETWEEN
THE CITY OF ASBURY PARK AND ASBURY HOLDINGS, LLC.

THIS AGREEMENT dated as of _____, 2018, by and between the **THE CITY OF ASBURY PARK** (the “City”), having an address at One Municipal Plaza, Asbury Park, New Jersey 07712 acting pursuant to the provisions of the Local Redevelopment and Housing Law, and **ASBURY HOLDINGS, LLC.** (“Asbury Holdings”), having an address at 463 Seventh Avenue, 4th Floor, New York, NY 10018 (collectively, the “Parties”).

WITNESSETH

WHEREAS (#1), the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1*, et seq., as amended and supplemented (the "Act"), provides a process for municipalities to participate in the redevelopment and improvement of areas in need of redevelopment; and

WHEREAS (#2), the City desires that Block 401, Lot 11 on the Tax Map of the City of Asbury Park (the “Project Site”), a portion of the real property within an area that has been designated in accordance with the Act, be redeveloped as set forth in the 1001 First Avenue Redevelopment Plan, as same may be amended (the “Redevelopment Plan”); and

WHEREAS (#3), Asbury Holdings seeks to be designated as the Redeveloper of the Project Site in order to redevelop the Project Site in conformance with the Redevelopment Plan; and

WHEREAS (#4), Asbury Holdings proposed a redevelopment of the Project Site that will include among other components: the construction of residential units, including deed-restricted affordable units, with associated parking and other improvements; and

WHEREAS (#5), the City shall, during the Interim Period, as that term is defined herein, negotiate exclusively with Asbury Holdings with regard to the redevelopment of the Project Site; and

WHEREAS (#6), the City requires that Asbury Holdings reimburse or pay all reasonable costs and fees incurred by the City associated with any issues related to or arising out of the review of the proposal, and the drafting and negotiation of a Redevelopment Agreement, and all other costs, fees and expenses incurred by the City in connection with the proposal submitted by Asbury Holdings, and which shall continue to be incurred prior to the execution of a Redevelopment Agreement or the determination by the City that such a Redevelopment Agreement cannot be executed, as the case may be; and

WHEREAS (#7), the Parties shall in good faith undertake the negotiation of a Redevelopment Agreement upon the execution of this Agreement and the deposit of the Project Funds, as that term is described herein.

NOW, THEREFORE, for and in consideration of the promises and of the mutual representations, covenants and agreements herein set forth, the Parties hereto, each binding itself, its successors and assigns, do mutually promise, covenant and agree as follows:

1. Upon the complete execution of this Agreement, and the deposit of the Project Funds, as that term is defined herein, the City agrees to negotiate exclusively with Asbury Holdings for the redevelopment of the Project Site, on the express and absolute condition that the Parties shall successfully negotiate and execute a Redevelopment Agreement within the time frame set forth herein. The Parties acknowledge that the redevelopment of the Project Site shall be pursuant to the terms of the Act, the Redevelopment Plan, and the Redevelopment Agreement. In the event that the Parties are unable to reach agreement on the terms of a Redevelopment Agreement, this Agreement shall be automatically terminated.

2. **Interim Period.** The Interim Period (the “Interim Period”) shall mean the period that commences on the date of the full execution of this Agreement up to and including August 31, 2018 or until this Agreement is terminated by either party or a Redevelopment

Agreement is executed, during which time the City agrees to negotiate exclusively with Asbury Holdings toward the execution of a Redevelopment Agreement, which shall include all the terms and conditions, schedules, and financial arrangements and other such conditions and representations between the City and Asbury Holdings as more specifically identified herein. If, at the end of the initial period, to August 31, 2018, the Parties have made good faith efforts toward the negotiation of a Redevelopment Agreement, the Interim Period may be extended.

3. **Payment of Interim Costs.** Asbury Holdings shall reimburse or pay the City, as applicable, all reasonable costs and fees incurred by the City associated with any issues or tasks related to or arising out of the consideration and review of the Proposal, and the drafting and negotiation of the Redevelopment Agreement, and all other costs, fees and expenses incurred by the City in connection with the Proposal, and which shall continue to be incurred prior to the execution of a Redevelopment Agreement or the determination by the City that such a Redevelopment Agreement cannot be executed, as applicable.

a) **Definition of Interim Costs:** “Interim Costs” shall include, but not be limited to, all reasonable costs and fees incurred by the City in connection with, related to or arising out of the consideration of the Proposal submitted by Asbury Holdings, the review of any additional information provided by Asbury Holdings, the drafting and negotiation of the Redevelopment Agreement, time expended by any staff of the City (“Staff Time”), as same is set forth herein, and professional fees charged by any legal or engineering consultant, contractor or vendor retained by the City in connection with same. Asbury Holdings shall reimburse all Interim Costs incurred by the City, even if a Redevelopment Agreement between the City and Asbury Holdings is not executed for any reason. Notwithstanding anything contained in this Paragraph 3(a) to the contrary, Staff Time shall be charged at the then prevailing hourly rate of the staff person assigned to the matter.

b) Deposit of Project Funds: Within ten (10) days after the full execution of this Agreement, Asbury Holdings shall pay Five Thousand Dollars (\$5,000.00) (“Project Funds”) to the City to be maintained in a separate account by the City and to be drawn down upon by the City to cover Interim Costs as defined herein. The City shall provide Asbury Holdings with invoice(s) setting forth the costs incurred by the City and the amounts which have been drawn down from the Project Funds. Within fifteen (15) days of the receipt by Asbury Holdings of written notice from the City that the amount of Project Funds has been decreased to One Thousand Dollars (\$1,000.00), Asbury Holdings shall promptly replenish the Project Funds to the amount of \$5,000.00. If the costs incurred by the City exceed the amount of the Project Funds at any time, Asbury Holdings agrees to pay such costs within ten (10) days’ written notice from the City stating that such costs are due. In the event that payment is not made, the City reserves the right to cease negotiation of the Redevelopment Agreement until such time as payment is made in full. In the event that a Redevelopment Agreement is ultimately executed by the Parties, any remaining Project Funds shall be retained on deposit with the City to cover any additional Interim Costs incurred by the City thereafter and to cover any costs and fees incurred by the City pursuant to the terms of the Redevelopment Agreement, which Redevelopment Agreement shall contain a provision providing for the payment of such costs.

c) Termination: In the event that a Redevelopment Agreement is not ultimately executed and this Agreement is terminated, the City shall draw down upon the Project Funds in order to pay all invoices for Interim Costs incurred up through the termination. Within thirty (30) days from the date of termination, the City shall return all remaining Project Funds to Asbury Holdings.

4. **Scope of Redevelopment Agreement.** The City has received a proposal (the “Proposal”) for the redevelopment by Asbury Holdings and the Parties have had preliminary

discussions regarding the scope of the project to be covered by a Redevelopment Agreement. The Parties agree that the description set forth in the Proposal shall provide the conceptual basis for the negotiation of a Redevelopment Agreement. The Parties further agree that they are not limited by the description of the Project set forth in the Proposal and that the Proposal does not contain an exhaustive list of all terms, conditions and obligations to be included in the Redevelopment Agreement. The negotiation of a Redevelopment Agreement shall address a number of issues to refine the description set forth in the Proposal, including, but not limited to the number of deed-restricted affordable housing units to be provided; and the number, manner, and configuration of parking spaces.

5. **Entire Agreement.** This Agreement contains the entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings with respect thereto.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed,
all as of the date first above written.

ASBURY HOLDINGS, LLC

Attest:

By: _____

Name:

Title:

CITY OF ASBURY PARK

Attest:

Michael N. Capabianco
City Manager

(Signature Page for Interim Cost Agreement)

STATE OF NEW JERSEY)
) ss:
COUNTY OF MONMOUTH)

I CERTIFY that on _____, 20____, _____
personally came before me, and this person acknowledged under oath, to my satisfaction, that this
person, is the _____ of Asbury Holdings LLC, a
_____ of the State of _____, which is the entity named in this
document; and signed and delivered this document as his/her act and deed on behalf of the said
Limited Liability Corporation.

By:
Title:

Signed and sworn to before me

on _____, 20__

Notary Public

**Exhibit A
Proposal**

Attachment: 1001 First escrow agreement (2018-206 : Escrow agreement Asbury Holdings, LLC for 1001 First Avenue - Block 401, Lot 11)

NEW CONSTRUCTION

ASBURY PARK MULTIFAMILY

1001 FIRST AVENUE, CITY OF ASBURY PARK

BLOCK:401, LOT:10,11,12,13

HUDSON COUNTY

CONSTRUCTION CODE COMPLIANCE:

- 2015 INTERNATIONAL BUILDING CODE WITH TECHNICAL AMENDMENTS (N.J.A.C. 5:23-3.14)
- 2015 NATIONAL STANDARD PLUMBING CODE WITH TECHNICAL AMENDMENTS (N.J.A.C. 5:23-3.15)
- 2015 INTERNATIONAL MECHANICAL CODE WITH TECHNICAL AMENDMENTS (N.J.A.C. 5:23-3.20)
- 2014 NATIONAL ELECTRIC CODE WITH TECHNICAL AMENDMENTS (N.J.A.C. 5:23-3.16)
- N.J.A.C. 5:70 UNIFORM FIRE CODE
- N.J.A.C. 5:23-7 BARRIER FREE SUBCODE AND ANSI A117.1-2009 WITH TECHNICAL AMENDMENTS
- ASHRAE 90.1-2013 WITH TECHNICAL AMENDMENTS (N.J.A.C. 5:23-3.18)
- 2015 INTERNATIONAL FUEL GAS CODE WITH TECHNICAL AMENDMENTS (N.J.A.C. 5:23-3.22)

BUILDING AND SITE DATA

ITEM	DATA
BLOCK NO.	401
LOT NO.	10,11,12,13
ZONING	57,000 SF
SITE AREA	97,840 SF
OCCUPANCY	R, A, S
USE GROUP	R-2, A-3, S-2
CONSTRUCTION TYPE	I-A, V-A
BUILDING AREA	97,840 SF
VOLUME	978,400 SF
PRIMARY STRUCTURAL FRAME FIRE RATING	
EXTERIOR BEARING WALL FIRE RATING	
INTERIOR BEARING WALL FIRE RATING	
NON-BEARING INTERIOR WALLS AND PARTITIONS FIRE RATING	
FLOOR CONSTRUCTION FIRE RATING	
ROOF CONSTRUCTION FIRE RATING	

DESIGN:



GRO Architects PLLC
275 Water Street, First Floor
New York, New York 10038
t 212.346.0705
f 212.346.0706
e nicole@groarc.com
w www.groarc.com

Richard Garber, AIA
NJ License #
21AI01735200
Nicole Robertson, AIA
NJ License #
21AI01651100

PROJECT:

NEW CONSTRUCTION
ASBURY PARK MULTIFAMILY

1001 FIRST AVENUE, CITY OF ASBURY PARK

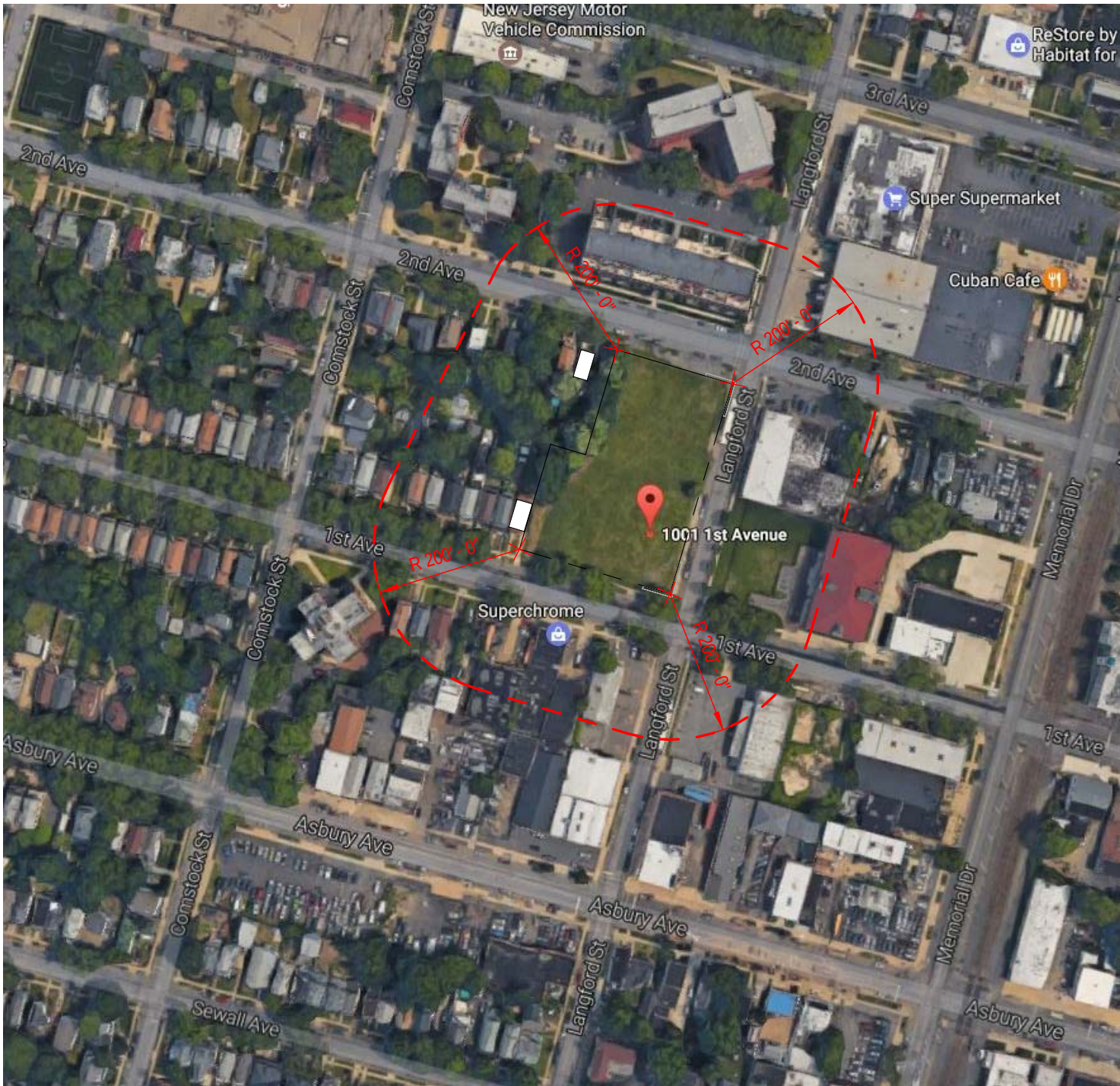
BLOCK:401 LOT:10,11,12,13

CLIENT:

CONSULTANTS:



PERSPECTIVE VIEW



1 LOCATION PLAN
1" = 200'-0"

PLANNING BOARD SHEET LIST

NUMBER	NAME
A-000	TITLE SHEET
A-101	FIRST FLOOR PLAN
A-102	SECOND FLOOR PLAN
A-103	THIRD FLOOR PLAN
A-104	FORTH FLOOR PLAN
A-105	FIFTH FLOOR PLAN
A-201	EXTERIOR ELEVATION

ZONING TABULATION CHART (ZONE XX)

ITEM	PROPOSED	NOTE
LOT AREA	5,7000 SF	
LOT WIDTH	165FT AND 215FT	THROUGH LOT CONDITION
LOT DEPTH	300 FT	THROUGH LOT CONDITION
SHAPE FACTOR		
FRONT YARD SETBACK	1ST TO 2ND FL.: 0'-0" ; 3RD TO 4TH FL.: 9'-7" ; 5TH FL.: 31'-0"	
REAR YARD SETBACK	N/A	THROUGH LOT CONDITION
SIDE YARD SETBACK	42FT AND 92FT	
STRUCTURE HEIGHT	55FT	
FLOOR TO CEILING HEIGHT - GROUND FLOOR	12FT	
FLOOR TO CEILING HEIGHT - RESIDENTIAL FLOOR	9.5FT	
TOTAL RESIDENTIAL UNITS	80 UNITS	
RECREATION AREA	1,562 SF	
AUTOMOBILE PARKING SPACES	94 PARKING SPACES (1.18 SPACE PER PERSON)	
BUILDING COVERAGE	64.7% (36,900SF)	
LOT COVERAGE	78.2% (44,600ST)	

GROSS BUILDING AREA
AREA

FIRST FLOOR PLAN	36276 SF
SECOND FLOOR	27478 SF
THIRD FLOOR	22493 SF
FIFTH FLOOR	11593 SF
	97840 SF

ZONING SUBMISSION:

PLANNING SUBMISSION:

PERMIT SUBMISSION:

PROGRESS: 14 JUNE 2017

REVISIONS

NO.	DATE	DESCRIPTION

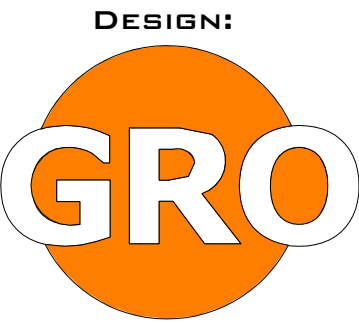
PROJECT NUMBER: DRAWN BY:

DESIGNED BY: CHECKED BY:

SHEET TITLE:
TITLE SHEET

SHEET NO.: PAGE NO.:

A-000



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f 212.346.0706
e nicole@groarc.com
w www.groarc.com

Richard Garber, AIA
NJ License #
21AI01735200
Nicole Robertson, AIA
NJ License #
21AI01651100

PROJECT:
NEW CONSTRUCTION
ASBURY PARK MULTIFAMILY

1001 FIRST AVENUE, CITY OF ASBURY PARK
BLOCK 401 LOT: 10, 11, 12, 13

CLIENT:

CONSULTANTS:

ZONING SUBMISSION:

PLANNING SUBMISSION:

PERMIT SUBMISSION:

PROGRESS: 14 JUNE 2017

REVISIONS

NO.	DATE	DESCRIPTION

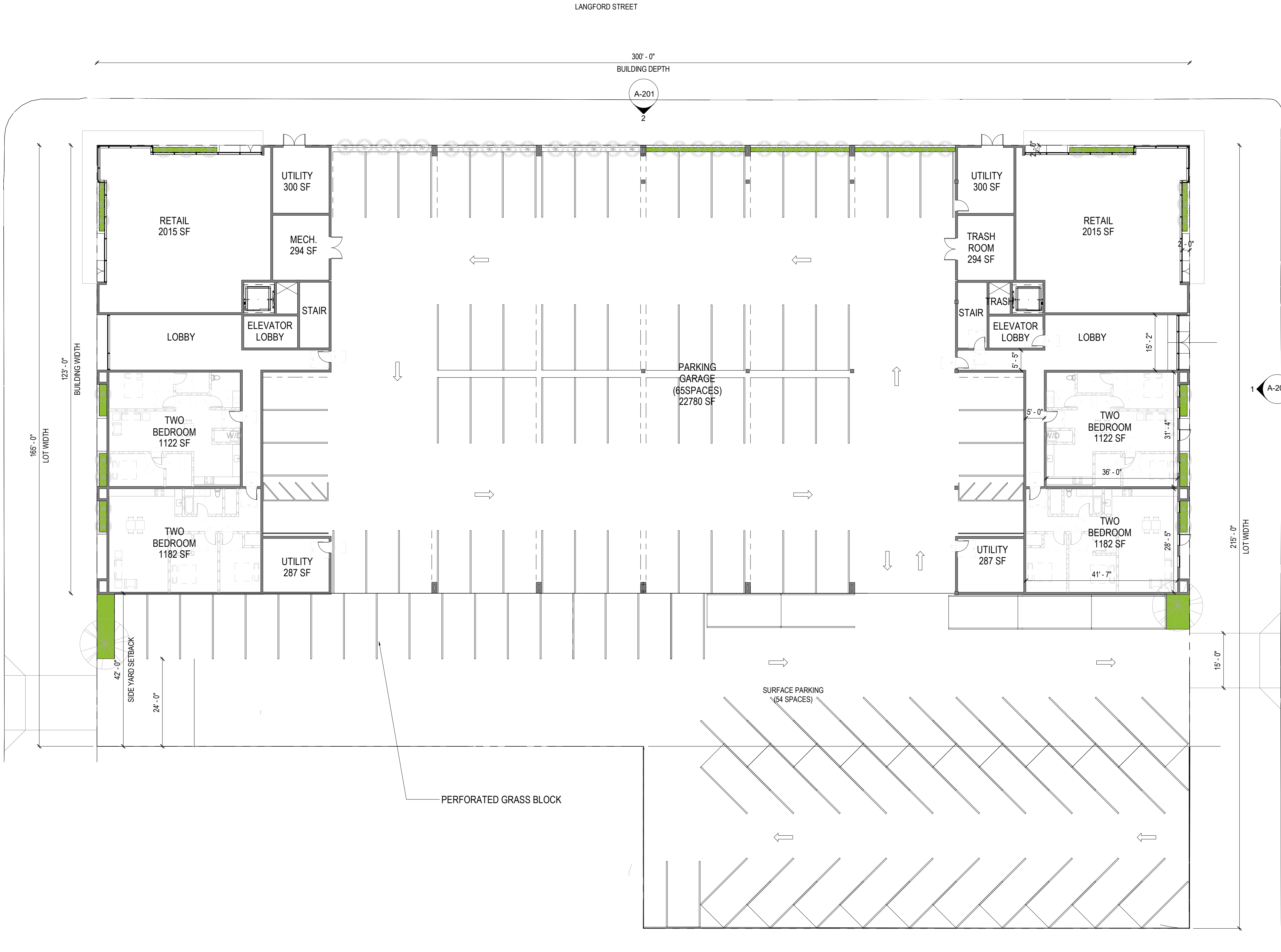
PROJECT NUMBER: **DRAWN BY:**
 Author

DESIGNED BY: **CHECKED BY:**

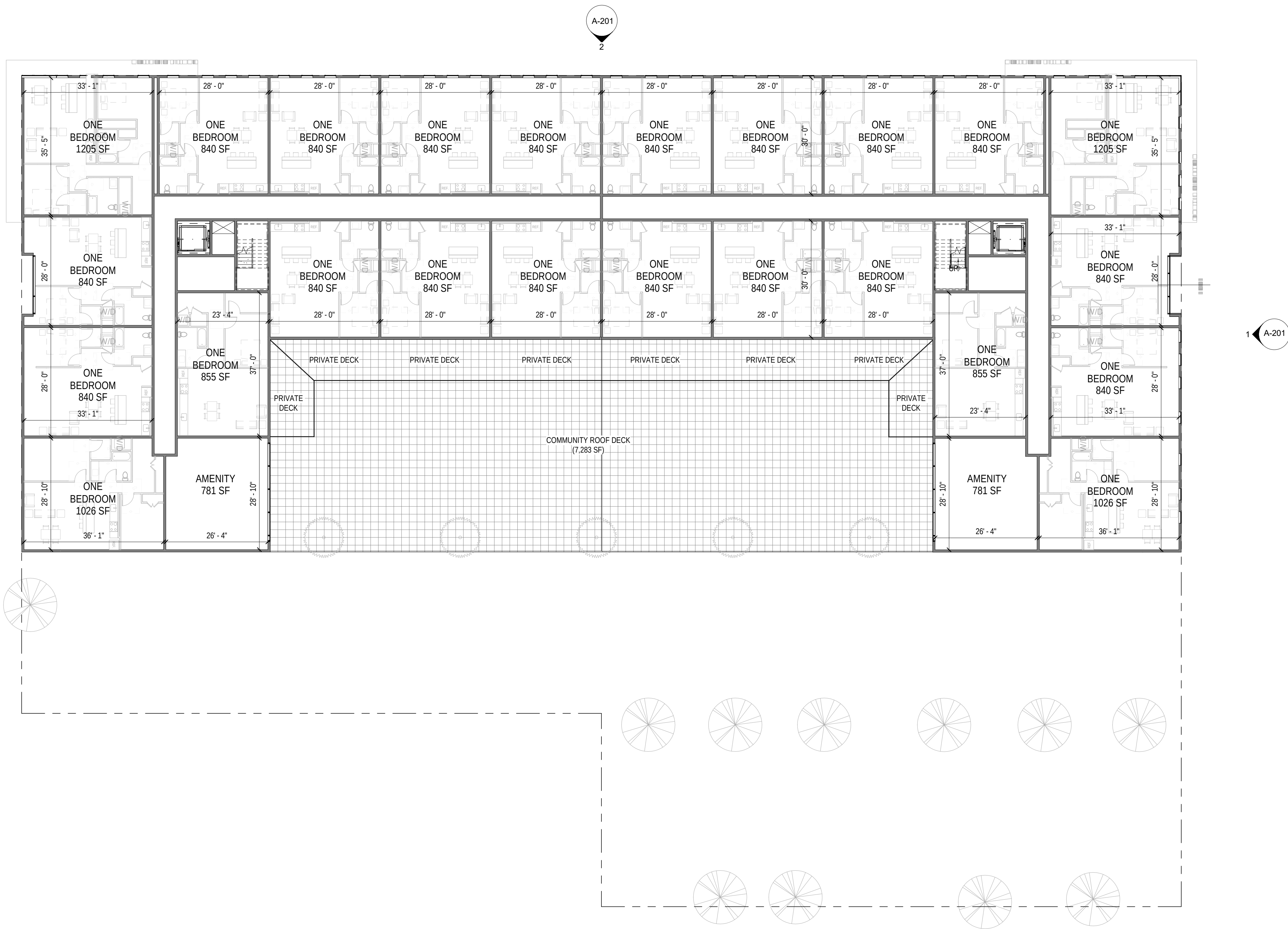
SHEET TITLE:
FIRST FLOOR PLAN

SHEET NO.: **PAGE NO.:**

A-101



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



② SECOND FLOOR PLAN
1/16" = 1'-0"



GRO Architects PLLC
275 Water Street, First Floor
New York, New York 10038
t 212.346.0705
f 212.346.0706
e nicole@groarc.com
w www.groarc.com

Richard Garber, AIA
NJ License #
21AI01735200
Nicole Robertson, AIA
NJ License #
21AI01651100

PROJECT:
NEW CONSTRUCTION
ASBURY PARK MULTIFAMILY

1001 FIRST AVENUE, CITY OF ASBURY PARK
BLOCK 401 LOT:10,11,12,13

CLIENT:

CONSULTANTS:

ZONING SUBMISSION:

PLANNING SUBMISSION:

PERMIT SUBMISSION:

PROGRESS: 14 JUNE 2017

REVISIONS		
NO.	DATE	DESCRIPTION

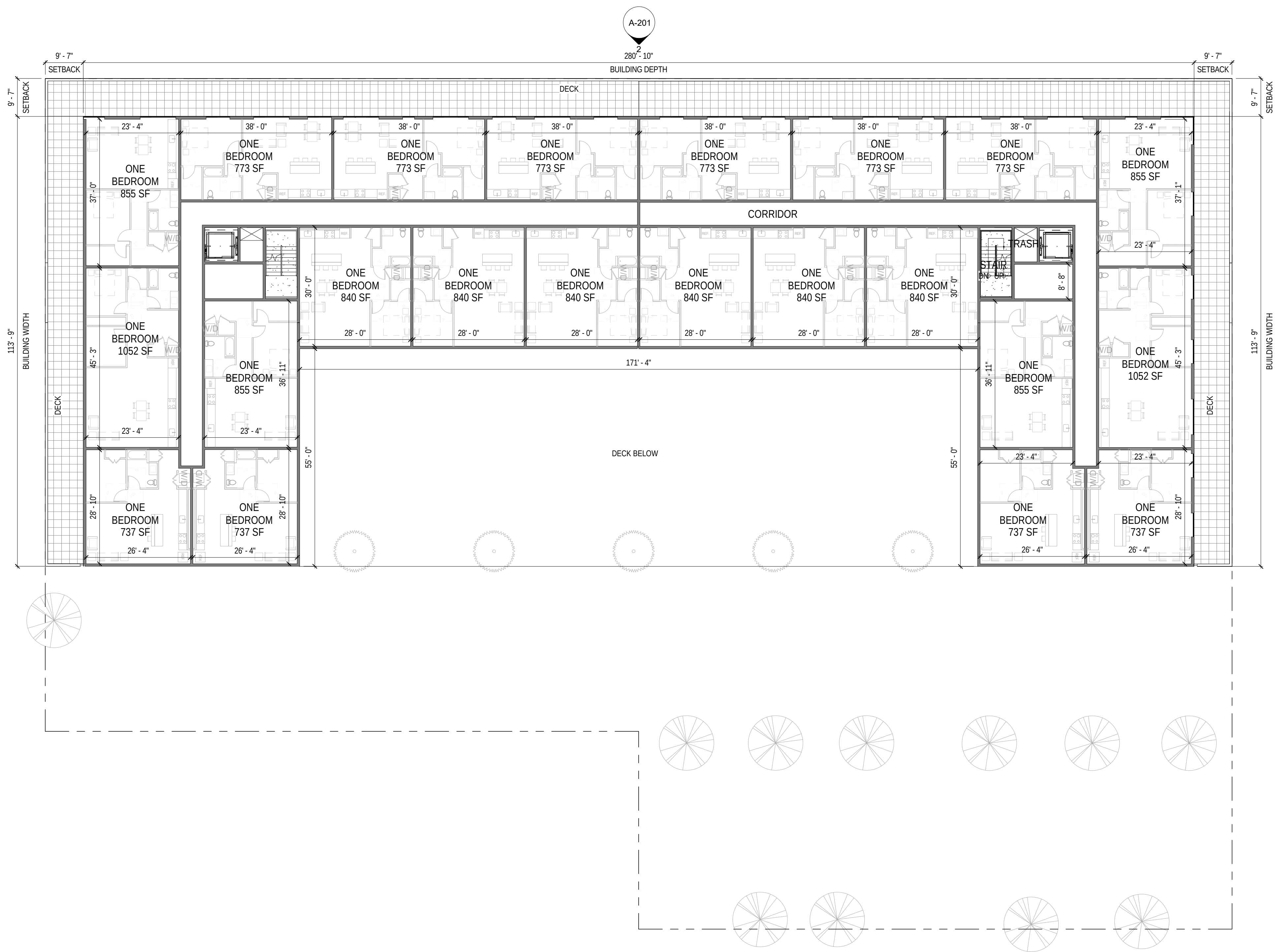
PROJECT NUMBER: **DRAWN BY:**
AE, JP

DESIGNED BY: **CHECKED BY:**

SHEET TITLE:
SECOND FLOOR PLAN

SHEET NO.: **PAGE NO.:**

A-102



1 THIRD TO FOURTH FLOOR PLAN
1/16" = 1'-0"



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PROJECT:
NEW CONSTRUCTION
ASBURY PARK MULTIFAMILY

1001 FIRST AVENUE, CITY OF ASBURY PARK
BLOCK 401 LOT:10,11,12,13

CLIENT:

CONSULTANTS:

ZONING SUBMISSION:

PLANNING SUBMISSION:

PERMIT SUBMISSION:

PROGRESS: 14 JUNE 2017

REVISIONS		
NO.	DATE	DESCRIPTION

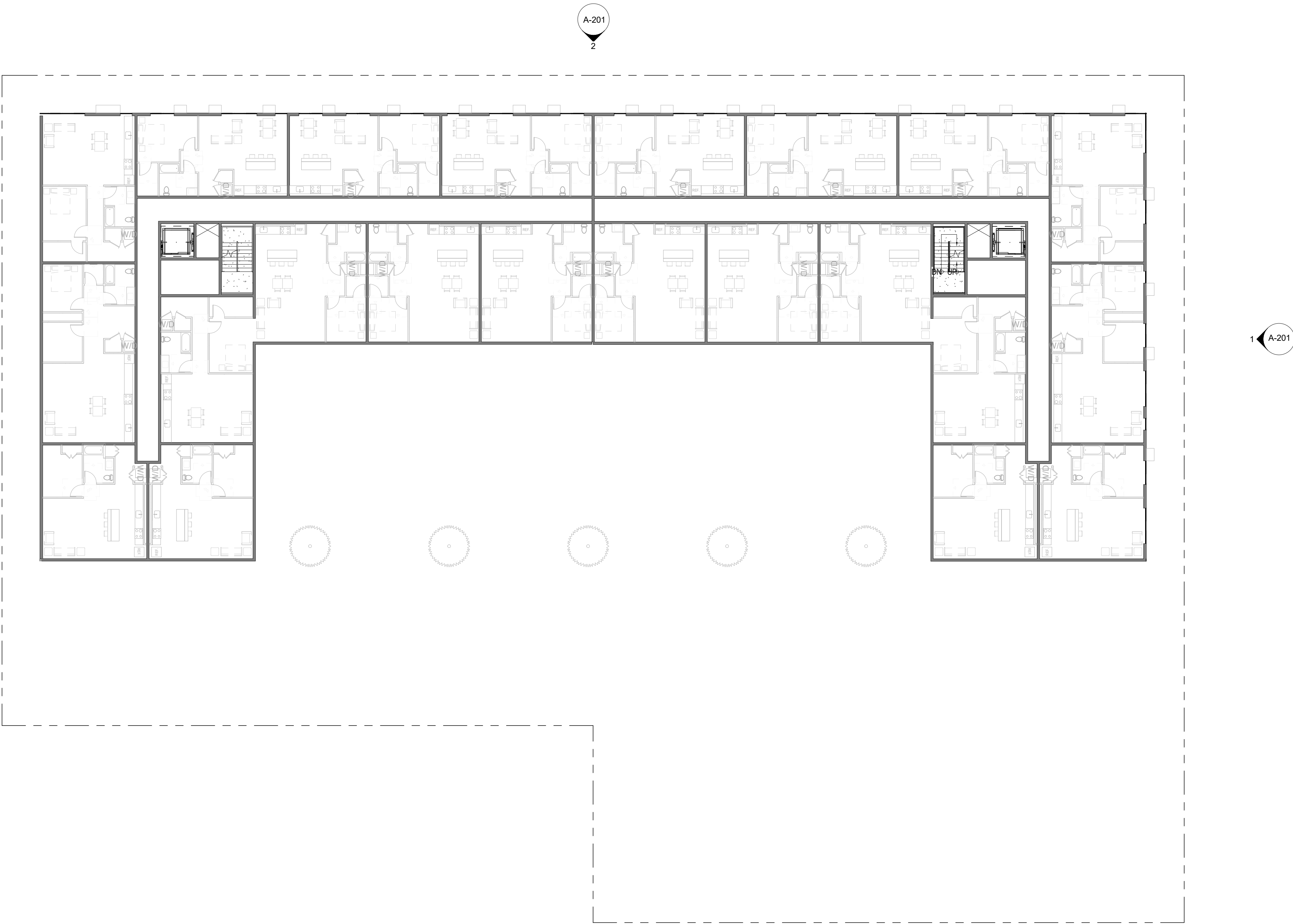
PROJECT NUMBER: **DRAWN BY:**
AE, JP

DESIGNED BY: **CHECKED BY:**

SHEET TITLE:
THIRD FLOOR PLAN

SHEET NO.: **PAGE NO.:**

A-103



① FORTH FLOOR PLAN
1/16" = 1'-0"



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Nicole Robertson, AIA
NJ License #
21AI01651100

PROJECT:
NEW CONSTRUCTION
ASBURY PARK MULTIFAMILY

1001 FIRST AVENUE, CITY OF ASBURY PARK
BLOCK 401 LOT:10,11,12,13

CLIENT:

CONSULTANTS:

ZONING SUBMISSION:

PLANNING SUBMISSION:

PERMIT SUBMISSION:

PROGRESS: 14 JUNE 2017

REVISIONS		
NO.	DATE	DESCRIPTION

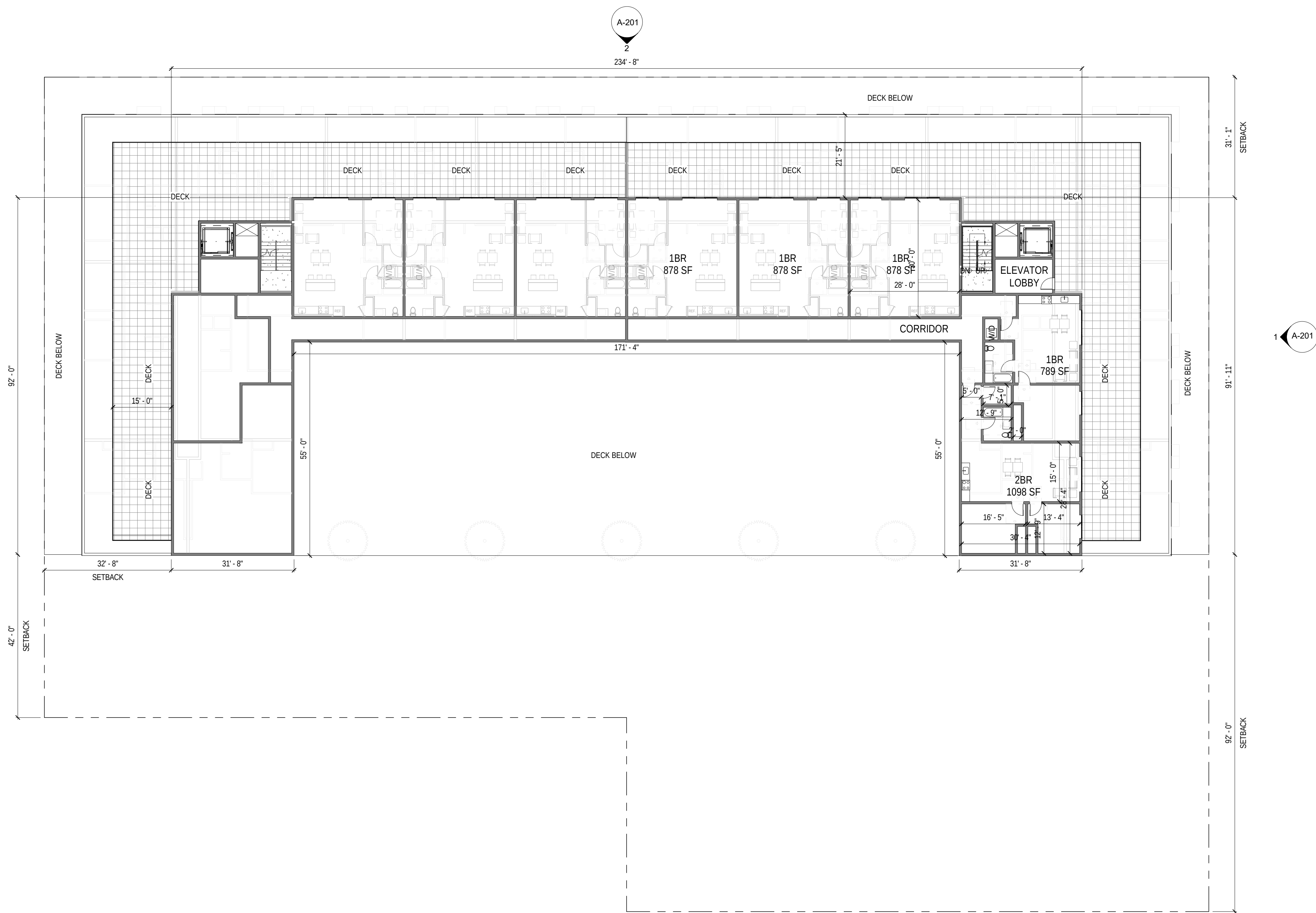
PROJECT NUMBER: **DRAWN BY:**
 Author

DESIGNED BY: **CHECKED BY:**

SHEET TITLE:
FORTH FLOOR PLAN

SHEET NO.: **PAGE NO.:**

A-104



① FIFTH FLOOR PLAN
1/16" = 1'-0"



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PROJECT:
NEW CONSTRUCTION
ASBURY PARK MULTIFAMILY

1001 FIRST AVENUE, CITY OF ASBURY PARK
BLOCK 401 LOT:10,11,12,13

CLIENT:

CONSULTANTS:

ZONING SUBMISSION:

PLANNING SUBMISSION:

PERMIT SUBMISSION:

PROGRESS: 14 JUNE 2017

REVISIONS		
NO.	DATE	DESCRIPTION

PROJECT NUMBER: **DRAWN BY:**
 Author

DESIGNED BY: **CHECKED BY:**

SHEET TITLE:
FIFTH FLOOR PLAN

SHEET NO.: **PAGE NO.:**

A-105



1 ELEVATION A
3/32" = 1'-0"



2 ELEVATION B
3/32" = 1'-0"

DESIGN:



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NJ License #
21AI01735200
Nicole Robertson, AIA
NJ License #
21AI01651100

PROJECT:

NEW CONSTRUCTION
ASBURY PARK MULTIFAMILY

1001 FIRST AVENUE, CITY OF ASBURY PARK
BLOCK 401 LOT:10,11,12,13

CLIENT:

CONSULTANTS:

ZONING SUBMISSION:

PLANNING SUBMISSION:

PERMIT SUBMISSION:

PROGRESS: 14 JUNE 2017

REVISIONS

NO.	DATE	DESCRIPTION



RESOLUTION NO. 2018-207

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

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY PARK REFERRING PROPOSED AMENDMENTS OF THE MAIN STREET REDEVELOPMENT PLAN TO THE CITY OF ASBURY PARK PLANNING BOARD, AND DIRECTING THE PLANNING BOARD TO TAKE CERTAIN ACTIONS PURSUANT TO N.J.S.A. 40A:12A-7(E)

WHEREAS, on November 12, 2008 the Mayor and City Council adopted Ordinance No. 2886 entitled “ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, STATE OF NEW JERSEY ADOPTING THE MAIN STREET REDEVELOPMENT PLAN RELATING TO THE MAIN STREET REDEVELOPMENT AREA” (the “Ordinance”); and

WHEREAS, pursuant to the Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-1 *et seq.*, the “Act”) the Ordinance adopted a plan (the “Main Street Redevelopment Plan” or the “Plan”) for the redevelopment of an area (the “Main Street Redevelopment Area” or the “Area”); and

WHEREAS, on November 12, 2014 the Mayor and City Council amended the Main Street Redevelopment Plan to permit microbreweries on Block 2702, Lot 7 in the Community Shopping Zone; and

WHEREAS, on February 28, 2018, the Mayor and City Council further amended the Main Street Redevelopment Plan to permit valet parking in the Civic South/Gateway Zone and to permit recording/sound studios in sections of the Community Shopping Zone; and

WHEREAS, the Main Street Redevelopment Plan has led to an increase in public and private investment within the Area since its adoption, however, the Plan may benefit from amendments to remove barriers to further investment; and

WHEREAS, the Act sets forth the process by which amendments to any redevelopment plan shall be considered and, if appropriate, adopted; and

WHEREAS, the City has received a request to amend the Plan to allow banks and accessory ATMs in the Sunset Park Zone District of the Plan; and

WHEREAS, banks are permitted elsewhere in the redevelopment plan on Main Street;

and

WHEREAS, in evaluating the proposed amendments, the Mayor and Council considered the permitted uses in the existing Plan and the effect, if any, that this amendment would have on the City's Master Plan and concluded that such an amendment would support the goals of the Plan and the Master Plan; and

WHEREAS, the City's Director of Planning and Redevelopment has opined that the proposed amendments attached hereto as EXHIBIT A are appropriate as presented at the Municipal Council Workshop of November 8, 2017; and

WHEREAS, since the Zoning Board does not have jurisdiction to consider an application for a variance; instead relating to properties that are located in a redevelopment area, the Mayor and City Council must instead approve such use either generally or specifically through an amendment to the Plan; and

WHEREAS, the Mayor and Council desire to amend the Plan in order to allow for banks and accessory ATMs in the Sunset Park Zone District; and

WHEREAS, the City's Director of Planning and Redevelopment has reviewed and recommended these amendments as set forth in the Memorandum attached hereto as **EXHIBIT A.**; and

WHEREAS, the Mayor and City Council desire to forward the proposed Amendments to the Planning Board for review pursuant to N.J.S.A. 40A:12A-7(e).

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

1. The Mayor and Council hereby refer the proposed amendments to the Planning Board for review and recommendation in accordance with the requirements of N.J.S.A. 40A:12A-7(e).

2. The Planning Board is authorized and directed to prepare a report of its recommendations (the "Planning Board Report") regarding the Proposed Amendments to the Plan within forty-five (45) days of the date hereof.

3. The Planning Board Report shall identify any provisions within the proposed amendments to the Plan that are inconsistent with the City's Master Plan, the recommendations concerning those inconsistencies and any other matters the Planning Board deems appropriate.

4. If the Planning Board Report is not transmitted to the Mayor and Council within forty-five (45) days of the date hereof, the Mayor and Council shall be relieved of the requirement to obtain a Planning Board Report for the proposed amendments to the Plan in accordance with N.J.S.A. 40A:12A-7(e).

5. The Clerk of the City shall forward a copy of this Resolution and the proposed

amendments to the Planning Board for review pursuant to N.J.S.A. 40A:12A-7(e).

6. This Resolution shall take effect immediately.

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. 2018-207 which was finally adopted by the City Council at a meeting held on the 23rd day of May, 2018

CERTIFIED BY ME THIS 24th DAY OF May, 2018.

CINDY A. DYE
CITY CLERK

PROPOSED LAND USES & BUILDING REQUIREMENTS BY CHARACTER DISTRICT					
ELEMENT	CIVIC CORE / SOUTH GATEWAY	COMMUNITY SHOPPING ZONE	ASBURY AVENUE GATEWAY	SUNSET PARK	NORTH GATEWAY
LAND USES					
Principal Uses	Municipal government; art galleries and exhibition spaces; theaters and performance spaces; retail stores; restaurants (dine-in); multifamily residential (except on ground floor); hotels, lodging and conference facilities; professional, medical, and business offices; banks and fiduciary institutions; health and fitness centers; personal services; bars; metered parking and valet parking for municipal lots	Retail stores; personal services; restaurants (dine-in); professional, medical, and business offices; childcare facilities; dance studios, martial arts schools, and similar instructional schools; bakeries; laundromats; multi-family residential (except on ground floor) The following uses are permitted, but not in properties with Main Street frontage: cabinetmakers; furnituremakers; glass and mirror cutters; machine shops; welders; manufacture / tangible products; warehousing; wholesaling; repair shops, not including motor vehicle; music recording studios artist live/work space; artist studios	Retail stores; restaurants (dine-in); multifamily residential (except on ground floor); artist live/work space; art galleries and exhibition spaces	Open space; multifamily residential (except on ground floor); art galleries and exhibition spaces; professional, medical, and business offices; retail stores; restaurants (dine-in); Banks and fiduciary Institutions	Retail stores; restaurants (dine-in); multifamily residential; single- or two-family residential; banks and fiduciary institutions
Conditional Uses	n/a	Public parking garage operated by City of Asbury Park's Parking Utility	Public parking garage operated by City of Asbury Park's Parking Utility	n/a	Drive-thru facilities as part of a principal use
Accessory Uses	Structured parking ; off street parking and loading	Off-street parking and loading	Off-street parking and loading	Off-street parking and loading; ATMs, including drive-thru ATMs, only as part of banks and fiduciary institutions	Off-street parking and loading
Prohibited Uses	Nursing homes, licensed health care facilities, soup kitchens and food pantries, houses of worship and places of assembly, social clubs, retail sales and service establishments providing goods and repair services for vehicles, used car sales, motor vehicle repair garages, motor vehicle body repair garages, gas stations, check cashing services, automobile rental, appliance rental, adult entertainment including adult arcades, adult bookstores, adult cabarets, adult motion picture theaters, and adult theaters. Drive-thru facilities are prohibited, except in the North Gateway.				



RESOLUTION NO. 2018-208

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

RESOLUTION AUTHORIZING THE PURCHASE OF ASPHALT MATERIALS FROM STAVOLA CONSTRUCTION MATERIALS INC. FOR THE PAVING OF VARIOUS ROADWAYS

WHEREAS, the City requires the purchase of Asphalt Materials for the paving of various portions of City owned roadways; and

WHEREAS, the City has obtained the attached quotes from the following vendors:

- Stavola Construction Materials Inc., Tinton Falls NJ - \$39,954.00
- The Walter R. Earle Corporation, Jackson NJ - \$35,970.00
- Recycling of Central Jersey, LLC Jackson NJ - \$35,958.00

WHEREAS, the City of Asbury Park has solicited pricing from Monmouth County to pave portions of City owned roads as per the Resolution 2018-201; and

WHEREAS, it is advantageous for the City of Asbury Park to award a contract to Stavola Construction Materials due to travel and time costs in regards to; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract to Stavola Construction Materials Inc. for the purchase of Asphalt Materials in an amount of \$39,954.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account: 8-01-44-902-003-299. The maximum dollar value of the pending contract is as set forth in the resolution; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the purchase Asphalt Materials to Stavola Construction Materials Inc. in the amount of \$39,954.00 and a copy of this Resolution shall be provided to the Superintendent of Public Works, City Manager, CFO and Purchasing Agent.

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. 2018-208 which was finally adopted by the City Council at a meeting held on the 23rd day of May, 2018

CERTIFIED BY ME THIS 24th DAY OF May, 2018.

CINDY A. DYE
CITY CLERK



Material Sales Quote

Phone: 732.542.2328

Fax: 732.542.0193

www.stavola.com

Customer	Quote
1810 CITY OF ASBURY PARK ROBERT BIANCHINI 1 MUNICIPAL PLAZA ASBURY PARK NJ 07712 Fax: 732-775-0441	Quote Date: 5/14/2018 Expiration Date: 12/31/2018 Asphalt Index: 5/14/2018 (450.00) Fuel Index: 5/14/2018 (2.98) Customer PO: Quote: 16512 Terms: N30

Quote Description: ASBURY PARK, 200 BLOCK 6TH & 7TH AVENUES

Notes

ASPAHLT PRICE BASED ON THE MAY 2018 INDEX OF \$450.00 PER TON AND FOB AT THE PLANT.

Location	Material	Description	UM	Quote Units	Unit Price
TFA	0252	HMA 9.5M64/ I-5	TON	600.00	\$66.59

Bound Brook Asphalt * Tinton Falls Asphalt * Old Bridge Asphalt * Flemington Asphalt * Brick Asphalt * Millstone Asphalt * Bound Brook Quarry * Oldwick Quarry

Terms and Conditions

Thank you for the opportunity to quote your project. The Quote Expiration Date is listed above. Prices contained in this quote will be effective through the Pricing Expire Date upon receipt of this quote signed by both parties. Asphalt will be adjusted for both AC & fuel indices. Both indices are noted on the top of this quote. The AC Index Adjustment will be calculated based on the beginning index and the index at the time of shipping. The difference between the two numbers will be multiplied by the AC content in the mix design and the unit price will be adjusted accordingly. The Fuel Index Adjustment will be calculated based on the beginning index & the index at the time of shipping. The difference will be multiplied by 2.5 gallons and the unit price will be adjusted accordingly. All stone haul rates are subject to fuel surcharges based on a starting index of \$2.70/gallon and will be adjusted 5% for each 50 cents fluctuation based on the published NJ Fuel Price Index. Any product or price discrepancy must be filed within ten business days of the invoice date. All material prices and haul rates are subject to a minimum annual increase of 5% per year. Asphalt plant operating hours are 7:00 AM to 3:30 PM, Monday thru Friday weather permitting. There will be a premium charge assessed if we are required to extend our hours beyond regular operating hours.

All tax exempt certificates must be submitted prior to ordering material

This quote is not valid until it is signed & returned. Quotes should be faxed to 732.542.0193

Per ton haul rates are based on full loads delivered

 Accepted By _____
 Date _____

 Accepted By _____
 Don DeCuollo

THE WALTER R. EARLE CORPORATION
 MANUFACTURERS OF BITUMINOUS CONCRETE

P.O. Drawer 757
 FARMINGDALE, NEW JERSEY 07727
 (732) 308-1113
 FAX (732) 462-9626

Asbury Park City

9 Main St.
 Asbury Park, NJ 07712

Customer #: 163

Quote: 163-18A

Description: Asbury Park City-200 Block of 6th & 7th Ave.

Quote Date: 05/17/18

Customer Job: 163-18A

Customer PO#:

Exp Date: 12/21/18

Tax Code: EX

Here is our quotation on the goods named, subject to the conditions noted:

Materials

Plant	Product Description	Quantity	UOM	Unit Price
Jackson Asphalt Plant	MIX I-5	0.000	TON	59.95000

Notes: All Prices Subject to Fuel & AC Escalation

Prices Based on May 2018 Fuel \$2.98 Gal. & AC \$450.00 Ton

All Prices are F.O.B. from Plant Location Indicated Above.

CONDITIONS: Prices based on "Monthly Materials Price Index-Asphalt Cement and Fuel" as posted by the State of New Jersey, Department of Transportation, for the above noted date and will be subject to adjustment at the time of purchase.

- The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. All quotations and agreements are contingent on strikes, accidents, fires, availability of materials and all other causes beyond our control. Prices are based on costs and conditions existing on date of quotation and are subject to change by the Seller before final acceptance.

- Typographical and stenographic errors subject to correction. Purchaser agrees to accept either overage or shortage not in excess of ten percent to be charged for pro-rata. Purchaser assumes liability for patent and copyright infringement when goods are made to Purchaser's specification. When quotation specifies material to be furnished by the purchaser, ample allowance must be made for reasonable spoilage and material must be of suitable quality to facilitate efficient production.

- Walter R. Earle Corporation will be responsible for penalties for composition only where asphalt mix is certified to be "State Mix".

- Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein which may appear on Purchaser's formal order will not be binding on the Seller.

- The Walter R. Earle Corporation must be notified within 30 days of invoice date regarding any conflict in the ticketing of any materials or the said invoice will be considered accepted and payable.

ALL CREDIT CARD PAYMENTS WILL BE CHARGED A 2% PROCESSING FEE

Representative _____

Accepted by _____

In the event payment is not made in accordance with the terms of this agreement and the same is turned over to an attorney for collection, the buyer agrees to pay in addition to the amount due under this agreement, attorney's fees in a sum equal to 25% of the amount due together with all costs.

A FINANCE CHARGE computed at a "periodic rate" of 1.5% per month, which is an ANNUAL PERCENTAGE RATE of 18% will be added to all balances not paid within 30 days of the billing date.

TO CONFIRM ORDERS, SIGN AND RETURN COPY

Tracy Lizardi

From: Superintendent <Superintendent@cityofasburypark.com>
Sent: Thursday, May 17, 2018 2:47 PM
To: 'Michael Capabianco'; purchasing@cityofasburypark.com
Subject: FW: FW: price for asphalt

Third Quote

From: Robert Bianchini [mailto:Robert.Bianchini@cityofasburypark.com]
Sent: Thursday, May 17, 2018 2:44 PM
To: 'Bill McClave' <superintendent@cityofasburypark.com>
Subject: FW: FW: price for asphalt

fyi

From: MaryBeth Park [mailto:recyclingofcj@yahoo.com]
Sent: Thursday, May 17, 2018 12:42 PM
To: Robert Bianchini <Robert.Bianchini@cityofasburypark.com>
Subject: Re: FW: price for asphalt

Robert,

I-5 Top \$59.93 per ton FOB, including the asphalt escalation for May 2018.

All prices subject to AC escalation. Your quote is based on November 2017 AC index of \$379.00.

Your May Asphalt escalation would be \$ 3.98 additional per ton, this will change monthly.

Material compliance will be determined by the lab technicians at the time of production and Central Jersey Hot Mix Asphalt LLC will be responsible for material compliance solely and exclusively at the time of sale from the plant located in Jackson, NJ.

Mary Beth Park

Recycling of Central Jersey, LLC

Central Jersey Hot Mix Asphalt, LLC

MGM Jackson, LLC

577 S. Hope Chapel Road

Jackson, NJ 08527

(732) 323-0226

Fax (732) 323-3244

Attachment: Asphalt Quotes 5-21-18 (2018-208 : Purchase of Asphalt Materials from Stavola Construction Materials Inc.)

On Thursday, May 17, 2018, 7:52:23 AM EDT, Robert Bianchini <Robert.Bianchini@cityofasburypark.com> wrote:

2nd request

From: Robert Bianchini [<mailto:Robert.Bianchini@cityofasburypark.com>]
Sent: Wednesday, May 16, 2018 1:51 PM
To: recyclingofcj@yahoo.com
Subject: price for asphalt

Good Afternoon can you please give me a quote for (600 tons of I-5) asphalt. For the City of Asbury Park 9 main St Asbury Park NJ 07712.

Attachment: Asphalt Quotes 5-21-18 (2018-208 : Purchase of Asphalt Materials from Stavola Construction Materials Inc.)

**CITY OF ASBURY PARK
BOND ORDINANCE NUMBER 2018-27**

**BOND ORDINANCE AMENDING AND SUPPLEMENTING
BOND ORDINANCE NUMBER 2018-4 (WHICH PROVIDES
FOR VARIOUS 2018 CAPITAL IMPROVEMENTS)
HERETOFORE FINALLY ADOPTED BY THE CITY
COUNCIL OF THE CITY OF ASBURY PARK, IN THE
COUNTY OF MONMOUTH, STATE OF NEW JERSEY, ON
FEBRUARY 28, 2018, TO AMEND THE DESCRIPTION SET
FORTH THEREIN**

**BE IT ORDAINED AND ENACTED BY THE CITY COUNCIL OF THE
CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW
JERSEY (not less than two-thirds of all members thereof affirmatively concurring) AS
FOLLOWS:**

SECTION 1. Section 3(a) of Bond Ordinance Number 2018-4 finally adopted on February 28, 2018, by the City of Asbury Park, in the County of Monmouth, State of New Jersey (the "City") entitled, "BOND ORDINANCE PROVIDING FOR VARIOUS 2018 CAPITAL IMPROVEMENTS, BY AND IN THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY; APPROPRIATING \$4,000,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$3,809,521 BONDS OR NOTES OF THE CITY TO FINANCE PART OF THE COST THEREOF" (the "Original Ordinance"), is hereby amended and supplemented to amend the description set forth therein, as follows:

“(ii) Various Safety And Other Improvements For Police And Fire Departments Including, But Not Limited To, Acquisition And Installation, As Applicable, Of Traffic Signal Preemption Devices Including, But Not Limited To Main Street, Asbury Avenue, Springwood Avenue And Memorial Drive And Associated Transmitters In Emergency Vehicles; Three (3) Non-Passenger Vehicles, A Speed Trailer And Body Worn Cameras For The Police Department; A Non-Passenger Sports Utility Vehicle And Protective Gear for the Fire

Department; And An Ambulance For The Fire Department; And”

SECTION 2. Except as expressly amended and supplemented hereby, the Original Ordinance shall remain in full force and effect.

SECTION 3. The City covenants to maintain the exclusion from gross income under Section 103(a) of the Code of the interest on all bonds and notes issued under this ordinance.

SECTION 4. This bond ordinance shall take effect twenty (20) days after final adoption, and approval by the Mayor, if applicable, as provided by the Local Bond Law.

DATED: May 23, 2018

CINDY A. DYE,
Clerk of the City of Asbury Park

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____, 2018

JOHN MOOR,
Mayor of the City of Asbury Park



**Asbury Park, New Jersey
ORDINANCE NO. 2018-15**

**ADOPTION OF AN AMENDMENT TO THE WATERFRONT REDEVELOPMENT
PLAN**

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

WHEREAS, the City of Asbury Park (the “City”) has previously found and determined that the area of the City designated as the “Waterfront Redevelopment Area” (the “Area”) to be “an area in need of redevelopment” in accordance with law; and

WHEREAS, the City adopted the “Asbury Park Waterfront Redevelopment Plan” dated March 15, 2002 (as amended and supplemented from time to time, the “Plan”), which governs redevelopment in the Area; and

WHEREAS, on January 24, 2018, the Governing Body of the City adopted Resolution 2018-67 referring proposed amendments to the Plan (the “Proposal”) to the Planning Board for its review in accordance with the Redevelopment Law, specifically N.J.S.A. 40A:12A-7(e); and

WHEREAS, at its regular public meeting of February 26, 2018, the Planning Board considered: the Proposal; a report regarding the same dated February 21, 2018 from Director of Planning and Redevelopment Michele Alonso; testimony from City Manager Michael Capabianco; and comments and questions from members of the public; and

WHEREAS, after such consideration by and discussion among the Planning Board, the Planning Board determined that the Proposal was consistent with the Master Plan of the City, subject to the Planning Board’s comments and recommendations; and

WHEREAS, on March 12, 2018 the Planning Board adopted a resolution memorializing its findings and recommendations (the “Planning Board Resolution”), which Planning Board Resolution is attached hereto as Exhibit A; and

WHEREAS, the Planning Board Resolution contained the following six findings and recommendations:

“1. The Board finds that the provisions regarding the reduction in the minimum lot area and lot frontage of a developable tract area will offer new and expanded opportunities for development in the zone.

2. The Board recommends that the Mayor and Council clarify the extent of the permitted variances and design waivers that may be granted by the City Planning Board as set forth in Section 3.8.1.

3. The Board finds the proposed amendments set forth in Section 3.8.2 to be acceptable.

4. The Board recommends that any financial contributions made for affordable housing (Section 4.7.2 or any other section relating to that topic) be directly deposited into a dedicated trust fund for affordable housing.

5. Pursuant to comments by the City Historian, the Board recommends that the Mayor and Council review the designation of both the Prime Renewal Area and the Renovation/Infill Area of the WRA Zone as areas in need of redevelopment, including the proposed extension of either area to include the areas set forth in amended Section 2.1 of the Zone.

6. The Board finds that the proposed amendments (subject to the findings and recommendations set forth above) are consistent with the provisions of the City of Asbury Park Master Plan.”; and

WHEREAS, the matters set forth in Planning Board paragraphs #1, #3, and #6 are findings which do not request any revisions to the Proposal; and

WHEREAS, with respect to Planning Board paragraph #2, the City has revised the language set forth at Section 3.8.1 of the Proposal in accordance with the Planning Board recommendation to clarify that: (a) variances may be obtained for both lot area and lot frontage; and (b) more than one variance and/or design waiver may be sought by an applicant; and

WHEREAS, with respect to Planning Board paragraph #4, the reference to “payment to the City of \$2,212 per unit (which shall constitute a credit against the applicable Master Developer’s obligation under Article 13 of the Redeveloper Agreement) to offset the costs of affordable housing and other community initiatives in the City” in Section 4.7.2(b) parallels the language in the Redeveloper Agreement between the City and the Master Developer. The City is in the process of reviewing its affordable housing policies generally. The City feels that any change to the deposit and use of the funds generated from this fee is premature at this time. Therefore, the City has chosen not to incorporate Planning Board paragraph #4 at this time; and

WHEREAS, with respect to Planning Board paragraph #5, the City has reviewed the Plan and its references to the designation of the Area, including the following:

(a) “...in 1984 the City found the area between Grand Avenue and the beach to be blighted or in need of redevelopment pursuant to the New Jersey State Redevelopment law.” (Section 1.1, page 3); and

(b) “The Asbury Park Waterfront Redevelopment Area that was designated in November 7, 1984 remains the same area under this plan amendment (see attached map). The land in the redevelopment area includes all of the property between Grand Avenue and the beachfront, consisting of approximately 230 acres.” (Section 2.1, pages 7 and 8),

and believes the Area as set forth in the Proposal to be accurate; and

WHEREAS, City wishes to enact the Proposal as amended with respect to Section 3.8.1

in accordance with Planning Board paragraph # 2 (the Proposal as so amended, the “Plan Amendments”, attached hereto as Exhibit B),

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

1. The Plan Amendments attached hereto as Exhibit B and made a part hereof, having been duly reviewed and considered are hereby approved pursuant to the terms of *N.J.S.A. 40A:12A-7*, and the Plan, as amended by the Plan Amendments, shall govern the Waterfront Redevelopment Area as and to the extent set forth in the Plan.

2. The zoning district map of the City is hereby amended to remove any inconsistency herewith.

3. In case any one or more of the provisions of this Ordinance or the Plan shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Ordinance or the Plan and this Ordinance shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

4. This Ordinance shall take effect in accordance with law.

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 ORDINANCE NO. 2018-15 which was finally adopted by the City Council at a meeting held on the 23rd day of May, 2018

CINDY A. DYE
CITY CLERK

RESOLUTION CITY OF ASBURY PARK PLANNING BOARD

WHEREAS, the City Council of the City of Asbury Park authorized the Planning Board by Resolution Number 2018-67 (annexed hereto and made a part hereof) to undertake a review of proposed amendments to the Asbury Park Waterfront Redevelopment Plan, hereinafter referred to as the "WRA Plan or Zone", pursuant to the review powers granted to the Board set forth in the Municipal Land Use Act and N.J.S. 40A:12A-7(e); and

WHEREAS, the applicable State Statutes require the Board to analyze the proposed amendments for consistency with the Master Plan of the City and such other planning concepts that the Board deems relevant; and

WHEREAS, the Board discussed this referral from the City Council at a public hearing held on February 26, 2018; and

WHEREAS, attached hereto and made a part hereof are Resolution Number 2018-67 and a report dated February 21, 2018, from Michele Alonso, PP/AICP, Director of Planning and Redevelopment for the City of Asbury Park. Exhibits A, C, D & F. Said attachments contain the relevant sections of the WRA Plan and the proposed amendments thereto; and

WHEREAS, based on the testimony of the City Manager, Michael Capabianco, and comments from the public and discussion by the Board members, the Board hereby makes the following findings and recommendations to the Mayor and City Council regarding the proposed amendments:

1. The Board finds that the provisions regarding the reduction in the minimum lot area and lot frontage of a developable tract area will offer new and expanded opportunities for development in the zone.
2. The Board recommends that the Mayor and Council clarify the extent of the permitted variances and design waivers that may be granted by the City Planning Board as set forth in Section 3.8.1.
3. The Board finds the proposed amendments set forth in Section 3.8.2 to be acceptable.
4. The Board recommends that any financial contributions made for affordable housing (Section 4.7.2 or any other section relating to that topic) be directly deposited into a dedicated trust fund for affordable housing.
5. Pursuant to comments by the City Historian, the Board recommends that the Mayor and Council review the designation of both the Prime Renewal Area and the Renovation/Infill Area of the WRA Zone as areas in need of redevelopment, including the proposed extension of either area to include the areas set forth in amended Section 2.1 of the Zone.

6. The Board finds that the proposed amendments (subject to the findings and recommendations set forth above) are consistent with the provisions of the City of Asbury Park Master Plan.

NOW, THEREFORE BE IT RESOLVED, by the Planning Board of the City of Asbury Park that the Board adopts the foregoing findings and recommendations and hereby directs the Board Secretary to transmit these findings and recommendations to the Mayor and City Council for consideration in their deliberations on the proposed amendments.

Rick Lambert offered a motion to authorize the foregoing action of the Board which motion was seconded by Alexis Taylor.

The members of the Board who voted in favor of the foregoing motion are authorized to vote on the adoption of this Resolution. Those members are: Rick Lambert, Alexis Taylor, Councilwoman, Yvonne Clayton, Trudy Syphax and Allison McLeod.

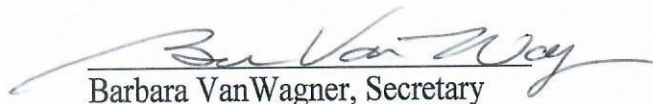
Mayor John Moor voted against the motion.

Ayes: *Rick Lambert, Councilwoman Yvonne Clayton, Allison McLeod*

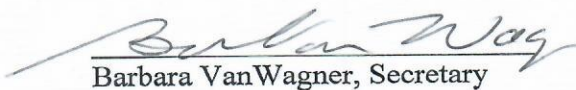
Nays:

Abstain:

Dated: March 12, 2018.


Barbara Van Wagner, Secretary

I certify this to be a true copy of a written Resolution adopted by the City of Asbury Park Planning Board on March 12, 2018.


Barbara Van Wagner, Secretary

Asbury Park **Waterfront Redevelopment Plan** **2018 Amendment**

WHEREAS, the 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 to formulate a plan to address the redevelopment of these area; and

WHEREAS, the City of Asbury Park (the “**City**”) has previously found and determined that the area of the City designated as the “Waterfront Redevelopment Area” (the “**Area**”) to be “an area in need of redevelopment” pursuant to the Act; and

WHEREAS, the City adopted the “Asbury Park Waterfront Redevelopment Plan” dated March 15, 2002 (as amended and supplemented from time to time, the “**Plan**”), which governs redevelopment in the Area; and

WHEREAS, the Plan has been interpreted to require that redevelopment within that portion of the Area designated as the Prime Renewal Area be undertaken by redeveloping an entire block at one time, commonly referred to a “block-by-block” redevelopment; 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**”); and

WHEREAS, the City and the Master Developer desire to amend the Plan to permit redevelopment of less than an entire block at one time of the properties located in the Prime Renewal Area subject to the requirements herein, and certain other amendments and clarifications, as part of their ongoing efforts to effectuate a comprehensive amendment to the entire Plan; and

WHEREAS, the following amendments to the Plan are limited to their stated scope and intent of permitting redevelopment of less than an entire block at one time of the properties located in the Prime Renewal Area subject to the requirements herein, and to certain other amendments and clarifications, and all other terms, conditions and obligations in the Plan shall remain in full force and effect except to the limited extent expressly modified herein,

New language is underlined, and language to be deleted is struck.

SECTION I. Plan Section 2.1, Redevelopment Area, in Chapter 2, Design Principles, shall be amended and supplemented as follows:

Renovation/Infill Area

- Area bounded by Grand Avenue in the west; Bergh and Webb Streets in the east; Deal Lake Drive in the north; Asbury and Sewall Avenues in the south, with the exception of the portion of Sunset Lake Park bounded by Grand Avenue, Fifth Avenue, Webb Street and Sunset Avenue.
- The discussion of the Renovation/Infill Area in this Plan is to provide a context for its inclusion in the Redevelopment Area and its relation to the redevelopment of the entire Waterfront Redevelopment Area. The zoning, land use planning and other standards and requirements for the redevelopment of the Renovation/Infill Area shall be those of the zoning district assigned to such properties on the Zoning Map of the City and in the City's Land Development Regulations.

Prime Renewal Area

- Area bounded by Bergh and Webb Streets in the west; Ocean Avenue in the east; stretches along Wesley Lake to Grand Avenue; Deal Lake in the north, and including the portion of Sunset Lake Park bounded by Grand Avenue, Fifth Avenue, Webb Street and Sunset Avenue.

SECTION II. Plan Section 3.8, Land Use, in Chapter 3, Plan Elements, shall be amended and supplemented as follows:

Lot Standards

The redevelopment of the Prime Renewal Area has heretofore been interpreted to require the development of an entire city block at one time. The Plan is being amended to permit the development of less than an entire block provided the minimum standards in this Section and elsewhere in this Plan are met.

- Minimum ~~lot area~~ developable tract area for redevelopment shall be 15,000 square feet (the "Minimum Developable Tract Area"). As part of a subdivision application, or a combined site plan and subdivision application, the Minimum Developable Tract Area, may for the purpose of facilitating a redevelopment project, be internally subdivided to create fee simple lots provided that the Minimum Developable Tract Area after the subdivision(s) comprises and functions as a fully integrated project.
- Minimum lot frontage shall be 100 feet (the "Minimum Lot Frontage").
- Public property along the boardwalk in Block #227 sold to the developer shall be subdivided into lots to accommodate individual structures.

New language is underlined, and language to be deleted is struck.

SECTION III. Plan Section 3.8, Land Use, in Chapter 3, Plan Elements, shall be amended and supplemented to include new Plan Section 3.8.1 at the end of page 68 as follows:

3.8.1 Variances and Design Exceptions

A. Variances

1. The Planning Board may grant variances from the requirements of Section 3.8 pertaining to Minimum Developable Tract Area and/or Minimum Lot Frontage, provided that the applicant can establish the requirements of N.J.S.A. 40:55D-70(c)(1) or N.J.S.A. 40:55D-70(c)(2) and case law interpreting those sections.
2. No variance or other approval may be granted for any applications requiring relief under N.J.S.A. 40:55D-70(d)(1) through (6), or from the parking requirements in Section 3.5, and neither the Zoning Board of Adjustment nor the Planning Board shall have jurisdiction to entertain an application seeking such relief or to grant such relief in such circumstances. Any person requesting such a variance shall be required to request an amendment to the Plan from the Mayor and Council pursuant to Section 4.5 of this Plan.
3. The Planning Board may grant one or more variances or design exceptions to an applicant in accordance with the provisions hereof.

B. Design Exceptions

In accordance with N.J.S.A. 40:55D-51, the Planning Board may grant design exceptions from the requirements of Sections 3.6 and 3.7, and other design requirements and/or principles in this Plan, if the Planning Board finds they are reasonable and within the general purpose and intent of the provisions of the design requirements/principles to the extent that the literal enforcement of one or more provisions of the design requirements/principles is impracticable or will exact undue hardship because of peculiar conditions pertaining to the land in question.

SECTION IV. Plan Section 3.8, Land Use, in Chapter 3, Plan Elements, shall be amended and supplemented to include new Plan Section 3.8.2, immediately following new Section 3.8.1 and at the end of page 68 as follows:

3.8.2 Property Access - Curb Cuts

Any property that does not have a curb cut to provide access to the property may remove on-street parking spaces to create access to the property subject to the conditions in this Section. Any property that has an existing curb cut providing access to the property may remove parking spaces in order to relocate and/or expand the curb cut subject to the conditions in this Section. The creation, relocation, or expansion of a curb cut shall be permitted provided that the net number of

New language is underlined, and language to be deleted is struck.

on-street parking spaces that are removed, shall be provided on the property and shall be in addition to the number of parking spaces otherwise required by the Plan to be provided on the property.

SECTION V. Chapter 4, Implementation, shall be amended and supplemented to include new Plan Section 4.7 as follows:

4.7 Master Developer, Subsequent Developers, and Off-Site Obligations

4.7.1 Master Developer and Subsequent Developers

The City and Asbury Partners, LLC (the “Master Developer”, also referred to in this Plan as the “prime developer”) entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002 (as amended from time to time, the “Redeveloper Agreement”). In addition to the other rights and responsibilities of the Master Developer under the Redeveloper Agreement, the Master Developer has the responsibility to install certain public infrastructure in the Waterfront Redevelopment Area. The Master Developer and the City will, without limitation, cooperate in: (i) coordinating the installation of infrastructure in the Waterfront Redevelopment Area; (ii) ensuring the requirements of the CAFRA permit are met by all Subsequent Developers (as defined below); and (iii) assisting in coordinating the redevelopment of the Prime Renewal Area by all Subsequent Developers.

Any person or entity wishing to redevelop their property or a property in which they have a beneficial interest shall first be designated as a Subsequent Developer. For so long as the Redeveloper Agreement shall be in full force and effect and the Master Developer shall not be in default thereunder (as determined by an arbitrator or court of competent jurisdiction in accordance with the terms of the Redevelopment Agreement, and which default has not been cured or remedied in accordance with such determination, but rather continues unabated), to begin the process of being designated as a Subsequent Developer, a proposed Subsequent Developer shall provide the Master Developer with the information required in the Subsequent Developer Application, the form of which is agreed upon by the City and Master Developer and adopted by Resolution of the City Council from time to time, as well as any escrow and application fees which may be required at the time of submission in accordance with its terms. If the proposed Subsequent Developer is not the record owner of the property for which they request to be designated as Subsequent Developer, they shall include with the submission written permission from the property owner to seek required approvals to become a Subsequent Developer with respect to such property. The Master Developer will review the submission by a proposed Subsequent Developer in good faith, which review may include, but is not limited to, such factors as: compliance with and effectuation of the goals of the Plan; experience and capability of the proposed Subsequent Developer; and the financial capacity of the proposed Subsequent Developer.

If the submission made by a proposed Subsequent Developer is acceptable to the Master Developer, the Master Developer shall submit the proposed Subsequent Developer submission to the City for its review. At such time, the proposed Subsequent Developer shall submit such application and escrow fees to the City for its review as may be established by City ordinance from time to time. Designation as a Subsequent Developer shall require the City’s approval, and be evidenced by, the approval and execution of a mutually acceptable Subsequent Developer

New language is underlined, and language to be deleted is struck.

Agreement by and among the Subsequent Developer, the City and the Master Developer. Until and unless the terms contained in the preceding sentence are satisfied, the proposed Subsequent Developer shall not have the right or ability to proceed to undertake or execute any required or permitted activities under the Plan, the Redeveloper Agreement or the Subsequent Developer Agreement.

4.7.2. Off-Site Obligations

Subsequent Developers shall be responsible for certain off-site obligations, including as follows:

- (a) sewer charges in the amount of \$3,220 per unit in accordance with Ordinance adopted February 2, 2005, to be paid in the manner and at the time set forth therein;
- (b) payment to the City of \$2,212 per unit (which shall constitute a credit against the applicable Master Developer's obligation under Article 13 of the Redeveloper Agreement) to offset the costs of affordable housing and other community initiatives in the City, with one-half of such payment to be due concurrently with the application for building permits, and the other half of such payment to be due at the time of application for temporary or permanent certificates of occupancy. Once made, such payments shall not be refundable; and
- (c) special assessments for the construction and installation of certain public wastewater, stormwater, roadway, streetscape, utility and other infrastructure improvements in the Waterfront Redevelopment Area. All properties that are "redeveloped" within the meaning of the Redevelopment Law (except for existing residential dwellings of three or less units, which do not increase the number of dwelling units) shall be specially assessed based upon the benefit conferred or deemed conferred upon such property by the infrastructure improvements in the Waterfront Redevelopment Area. Such assessments shall be applied so that all redeveloped properties shall contribute their fair and equitable share to the cost of public infrastructure improvements in the Waterfront Redevelopment Area. In determining such fair and equitable share, reference shall be made to that certain Infrastructure Component Report adopted by the City by resolution dated March 26, 2005, as may be amended from time to time, and such infrastructure cost factors and information as shall be available. Such assessments shall be implemented at the option of the Subsequent Developer and memorialized contemporaneously with the execution of the Subsequent Developer Agreement, in one of the ways described in that certain Special Assessment Ordinance adopted by the City on February 13, 2013 or in such other special assessment ordinance as may be adopted from time to time, or the City may impose a special assessment on the project site equivalent to the benefit conferred or deemed conferred by the public infrastructure improvements, which shall be calculated and imposed in accordance with N.J.S.A. 40:56-1 et seq.
- (d) Regardless of the manner of implementing the special assessments described in (c), above, in all events the Master Developer shall be responsible for installing such public infrastructure pursuant to the terms of the Redeveloper Agreement.

SECTION VI. A new Appendix B shall be added as follows:

APPENDIX B – BLOCK AND LOT DESIGNATIONS

New language is underlined, and language to be deleted is struck.

Since the last amendment to this Plan, the Block and Lot designations for the properties in the Area were redesignated. This Appendix is provided as a courtesy to correlate the former Block and Lot references in this Plan with the new Block and Lot designations. However, the reader is cautioned to not rely upon these as the official determination of Block and Lot numbers and should consult the official Tax Maps of the City.

[UPDATED CHART TO BE INSERTED]

SECTION VII. The mews designation and design standards shall be removed throughout the Plan, including as follows:

Chapter 2, Design Principles, the subsection entitled: “Ocean Avenue Design Principles” shall be amended to delete the last bullet point as follows:

- ~~Extend Webb Street through the creation of a mews or new street that also serves to reduce the block length between Kingsley and Bergh Streets.~~

Chapter 3, Plan Elements, the subsection entitled: “Streets to be Reopened” shall be amended to delete the following language:

~~A series of new, small-scale public streets will be developed within the four blocks between First Avenue and Fifth Avenue (159, 162, 175 & 178). These mews, or courts, will be located, approximately, at the midpoint of each block and will be aligned parallel to Kingsley and Bergh Streets. The design of these mews will create a more pedestrian-oriented space, rather than a vehicular environment. A narrow, one-way vehicular cartway will be developed, with no on-street parking. Ornamental lighting and other streetscape amenities will be carried through the space. Townhouse dwellings will be organized along the edges of the mews, with the mews serving as entrance courts. Access to interior parking structures will be possible through the mews.~~

Chapter 3, Plan Elements, the illustration on page 42 and chart on page 43 in the subsection entitled: “Thoroughfare Designations” shall be amended to delete the depiction, designation and design standards for the “Webb St. Mews (ST-28-18)”.

SECTION VIII. Chapter 5, Relationship to Other Plans, subsection 5.5 NJDEP Coastal Zone Management, the first paragraph shall be deleted and replaced with the following text:

5.5 NJDEP Coastal Zone Management

Development proposed for Asbury Park’s Waterfront Redevelopment Area will require approval from the New Jersey Department of Environmental Protection under the Coastal Area Facilities Review Act (CAFRA) NJSA 13:19-1 et seq. The City and the Master Developer obtained an area wide CAFRA Permit covering the Prime Renewal Area. No person shall apply to CAFRA for relief from, an amendment to, or interpretation of, said area wide CAFRA Permit without first providing at least 30 days’ written notice to the City and the Master Developer. Any relief from, an amendment to, or interpretation of, said

New language is underlined, and language to be deleted is struck.

area wide CAFRA Permit, shall not relieve any person from the provisions of this Plan. This amendment to the Redevelopment Plan takes into consideration the CAFRA regulations that apply to the area and, to the extent possible, incorporates these requirements into the Redevelopment Plan. The City and the developer intend to work with NJDEP on a detailed review of the City's development controls for the redevelopment area, so that compliance with the Redevelopment Plan will constitute substantial compliance with CAFRA regulations. The following is a summary of the key CAFRA regulations that apply to the redevelopment area:

New language is underlined, and language to be deleted is struck.



Asbury Park, New Jersey
ORDINANCE NO. 2018-20

**AMENDMENT NO. 1 TO 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**

WHEREAS, the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the “**Redevelopment Law**”) 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 previously found and determined that the area of the City designated as the “Waterfront Redevelopment Area” (the “**Area**”) to be “an area in need of redevelopment” in accordance with law; and

WHEREAS, the City adopted the “Asbury Park Waterfront Redevelopment Plan” dated March 15, 2002 (as amended and supplemented from time to time, the “**Plan**”), which governs redevelopment in the 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 (as the same may be amended and supplemented from time to time in accordance with its terms, the “**Redeveloper Agreement**”); and

WHEREAS, pursuant to Section 7.1 of the Redeveloper Agreement, the Master Developer is responsible for the costs of certain wastewater, stormwater, roadway, streetscape, utility and other infrastructure improvements (the “**Infrastructure Improvements**”) within the Waterfront Redevelopment Area, which Infrastructure Improvements, in whole or in part, constitute (i) redevelopment projects (collectively, the “**Infrastructure Redevelopment Project**”) to be undertaken pursuant to the Redevelopment Plan in the Waterfront Redevelopment Area, all as contemplated by the Redevelopment Law and Redevelopment Area Bond Financing Law, *N.J.S.A. 40A:12A-64 et seq.* (the “**RAB Law**”), and (ii) local improvements within the meaning, and for the purposes set forth in the Local Improvements Law, *N.J.S.A. 40:56-1 et seq.*, for which a Special Assessment may be imposed; and

WHEREAS, pursuant to the RAB Law, a municipality may issue bonds (“**RABs**”) to finance redevelopment projects pursuant to a redevelopment plan within an area in need of

redevelopment, which RABs may be secured by, among other things, a special assessment on certain property within an area in need of redevelopment;

WHEREAS, on February 20, 2013, the City adopted that certain “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**”); and

WHEREAS, the City wishes to amend the Original Infrastructure Ordinance in order to further the Infrastructure Redevelopment Project,

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, NEW JERSEY, AS FOLLOWS:

Section 1. The defined terms set forth in the recitals contained in this ordinance are incorporated by reference as if set forth at length herein, and all capitalized terms not defined herein shall be ascribed the meaning given to such terms in the Original Infrastructure Ordinance.

Section 2. Contemporaneously herewith, the City is considering an ordinance making certain amendments to the Plan (the “**Plan Amendment Ordinance**”). Among other things, the Plan Amendment Ordinance designates the portion of Sunset Lake Park bounded by Grand Avenue, Fifth Avenue, Webb Street and Sunset Avenue (the “**Sunset Lake Portion**”) as part of the Prime Renewal Area. Accordingly, the Original Infrastructure Ordinance is hereby amended to include the Sunset Lake Portion as a “Parcel” within the meaning of Section 2 of the Original Infrastructure Ordinance.

Section 3. Section 4 of the Original Infrastructure Ordinance is hereby amended and restated as follows:

Section 4. The following additional matters are hereby determined, declared, recited and stated:

(a) The amount of any special assessment (“**Special Assessment**”) levied against any Parcel shall be determined, at the option of the owner of any Parcel, in accordance with:

- (i) the procedure set forth in the Local Improvements Law; or
- (ii) pursuant to a special assessment agreement entered into by and between the City and affected property owner under *N.J.S.A.*

40A:12A-66 of the RAB Law (“**Special Assessment Agreement**”).

(b) Whether levied under the Local Improvements Law or a Special Assessment Agreement under Section 66 of the RAB Law, the assessments shall be paid over no more than a 30 year period in quarterly installments payable at the time and in the manner that generally applicable property taxes are required to be paid in the City, with legal interest on the unpaid balance of the assessment or such lesser portion as may be determined by the City. The first such installment shall commence to accrue on the first day of the month immediately following the earlier of (i) the determination of the peculiar benefit, advantage or increase in value which particular lot or Parcel shall be deemed to have received as a result of the infrastructure improvements, as required to under *N.J.S.A. 40:56-27* or (ii) at the time set forth in a Special Assessment Agreement under the RAB Law provided that any owner of land so assessed shall have the privilege of paying the whole of any assessment or any balance of installments with accrued interest thereon at one time. The form of Special Assessment Agreement attached as Exhibit B to the Original Infrastructure Ordinance is hereby amended to reflect the same. Such assessment shall remain a lien upon the affected Parcels described herein until the assessment, with all installments and accrued interest thereon, applicable to a particular Parcel shall be paid and satisfied.

(c) Unless authorized by separate action of the City, no portion of the cost of the Infrastructure Improvements shall be paid from funds raised from the municipal tax levy or other available funds of the City.

(d) Any Special Assessment levied pursuant to Section 4(a)(ii) of this ordinance shall be subject to the terms and conditions set forth in a Special Assessment Agreement to be entered into by the City and affected property owner, which Special Assessment Agreement shall: (i) be substantially in the form attached as Exhibit B to the Original Infrastructure Ordinance (as the same is modified hereby), together with such additions, deletions and modifications as may be required in consultation with counsel to effectuate the transaction contemplated hereby, for all Parcels on which for sale housing projects are to be constructed; (ii) for all Parcels on which projects other than for sale housing projects are to be constructed, be in a form to be agreed upon by the City and the affected property owner, and authorized by subsequent ordinance of the City; and (iii) notwithstanding paragraphs (i) and (ii) above, at the option of the affected property owner, provide that the full cost of such Special Assessment shall be paid by the affected property owner in a single installment, and, in any case, the amount of the Special Assessment thereunder shall be, and shall be irrevocably and unconditionally accepted in full and agreed to by the affected property owner, deemed to be, in lieu of a determination by the procedures otherwise applicable to determining the actual benefit conferred on the affected land and project and/or units constructed thereon from time-to-time, the benefit conferred on the land and

project and/or units by the Infrastructure Improvements. Special Assessment Agreements may be further subject to such additions, deletions and modifications as may be required in consultation with counsel to facilitate the transaction contemplated hereby. Any Special Assessment Agreement executed from time to time, and pursuant to which Special Assessment payments are securing bonds issued under the RAB Law, shall be recorded in accordance with the requirements of the RAB Law.

(e) The City hereby determines that: (i) owners of residential dwellings of three or less units located in the Waterfront Redevelopment Area that do not increase the number of dwelling units on the existing Parcel or within the existing structure or otherwise undertake “redevelopment” of such Parcel shall be deemed not to receive any peculiar benefit, advantage or increase in value to that Parcel or dwelling unit by virtue of the construction and installation of the Infrastructure Improvements unless and until such Parcel or dwelling units on such Parcel are “redeveloped” as such term is defined in the Act and the common law of the State of New Jersey; (ii) it shall have the right to charge Owner(s) of any Parcels legal interest on any unpaid installments of special assessments; and (iii) in lieu of the levy of the special assessment described herein pursuant to the Local Improvements Law, the special assessment may be charged, collected and otherwise applied in the manner set forth in the Special Assessment Agreement.

Section 4. Exhibit B to the Original Infrastructure Ordinance is hereby amended to add a new subsection 3.01(d):

(d) The Special Assessment, including the Pledged Portion thereof, shall be first calculated at the time of issuance of RABs and shall be recalculated with respect to each Unit at the time of first transfer of each Unit. If at the time of recalculation of the Special Assessment the Pledged Portion of the Special Assessment with respect to a Unit is less than the initial calculation of the Pledged Portion of the Special Assessment (a “Deficiency Amount”), the Entity shall make or cause to be made to the Trustee for application in accordance with the Indenture payment of the Deficiency Amount. Calculation of the Deficiency Amount will be performed or verified by a calculation agent appointed from time to time in accordance with the Indenture. The Entity shall provide the City, the Trustee and the Master Developer with no less than ten calendar days’ prior written notice of closing for a Unit, so that the Deficiency Amount may be calculated. Payment of the Deficiency Amount shall be a condition precedent to the transfer of a Unit.

Section 5. Except as expressly modified herein, the Original Infrastructure Ordinance remains in full force and effect and binding in accordance with its terms.

Section 6. If any one or more of the provisions herein contained shall be held to be illegal or invalid in a final proceeding, then such provisions shall be null and void and shall be deemed separable from the remaining provisions of this ordinance and shall in no way affect the validity of any of the other provisions hereof.

Section 7. This ordinance shall take effect twenty (20) days after the first publication thereof after final adoption.

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 ORDINANCE NO. 2018-20 which was finally adopted by the City Council at a meeting held on the 23rd day of May, 2018

CINDY A. DYE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2018-21**

**AN ORDINANCE OF THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH
AND STATE OF NEW JERSEY ADDING CHAPTER TWO SECTION EIGHTY-EIGHT
"DEVELOPMENT FEES" TO THE CODE OF THE CITY OF ASBURY PARK**

Section I. Chapter Two Section Eighty-Eight, entitled "Development Fees,"

Created. That Chapter Two Section Eighty-Eight, "Development Fees" is hereby added to the Code and shall read as follows:

§ 88-1. Purpose.

- A. In *Holmdel Builder's Association v. Holmdel Township*, 121 N.J. 550 (1990), the New Jersey Supreme Court determined that mandatory development fees are authorized by the Fair Housing Act of 1985 (the Act), N.J.S.A. 52:27d-301 et seq., and the State Constitution, subject to the Council on Affordable Housing's (COAH's) adoption of rules.
- B. COAH was authorized by P.L. 2008, c. 46, Section 8 (N.J.S.A. 52:27D-329.2), and the Statewide Nonresidential Development Fee Act (N.J.S.A. 40:55D-8.1 through 40:55D-8.7) to adopt and promulgate regulations necessary for the establishment, implementation, review, monitoring and enforcement of municipal affordable housing trust funds and corresponding spending plans. Municipalities that are under the jurisdiction of COAH or a court of competent jurisdiction and have a COAH- or court-approved spending plan may retain fees collected from nonresidential development.
- C. In *Re: Adoption of N.J.A.C. 5:96 and 5:97* by the New Jersey Council on Affordable Housing, 221 N.J. 1 (2015), also known as the Mount Laurel IV decision, the Supreme Court remanded COAH's duties to the Superior Court. As a result, affordable housing development fee collections and expenditures from the municipal affordable housing trust funds to implement municipal Third Round Fair Share Plans through July 1, 2025 are under the Court's jurisdiction and are subject to approval by the Court.
- D. This chapter establishes standards for the collection, maintenance, and expenditure of development fees pursuant to COAH's regulations and in accordance with P.L. 2008, c. 46, Sections 8 and 32 through 38 (N.J.S.A. 52:27D-329.2 and N.J.S.A. 40:55D-8.1 through 40:55D-8.7, respectively). Fees collected pursuant to this chapter shall be used for the sole purpose of providing low- and moderate-income housing. This chapter shall be interpreted within the framework of COAH's rules on development

fees, codified at N.J.A.C. 5:93-8.

§ 88-2. Basic requirements.

- A. This ordinance shall not be effective until approved by the Superior Court pursuant to N.J.A.C. 5:93.8.
- B. The City of Asbury Park shall not spend development fees until the Court has approved a plan for spending such fees in conformance with N.J.A.C. 5:93-8.

§ 88-3. Definitions.

The following terms, as used in this chapter, shall have the following meanings:

AFFORDABLE HOUSING DEVELOPMENT - A development that is inclusionary development, a municipal construction project containing affordable units or a one-hundred-percent affordable development. This shall include any project that contains restricted very-low, low-, moderate-, or middle-income units on or off-site. This shall also include any project that utilizes funds from the City's Regional Contribution Agreements (RCA).

COAH or THE COUNCIL - The New Jersey Council on Affordable Housing established under the Fair Housing Act

DEVELOPER - The legal or beneficial owner or owners of a lot or of any land proposed to be included in a proposed development, including the holder of an option or contract to purchase, or other person having an enforceable proprietary interest in such land.

DEVELOPMENT FEE - Money paid by a developer for the improvement of property as permitted in N.J.A.C. 5:93-8.

EQUALIZED ASSESSED VALUE - The assessed value of a property divided by the current average ratio of assessed to true value for the municipality in which the property is situated, as determined in accordance with Sections 1, 5, and 6 of P.L. 1973, c. 123 (N.J.S.A. 54:1-35a through 54:1-35c).

GREEN BUILDING STRATEGIES - Those strategies that minimize the impact of development on the environment and enhance the health, safety and well-being of residents by producing durable, low-maintenance, resource-efficient housing while making optimum use of existing infrastructure and community services.

§ 88-4. Residential development fees.

- A. Imposed fees.
 - 1. Within all Zoning Districts and Redevelopment Areas, residential developers, except for developers of the types of development specifically exempted below, shall pay a fee of 1.5% of the equalized assessed value for residential development, provided no increased density is permitted.

2. When an increase in residential density pursuant to N.J.S.A. 40:55D-70d(5) (known as a "d" variance) has been permitted, developers may be required to pay a development fee of 6% of the equalized assessed value for each additional unit that may be realized. However, if the zoning on a site has changed during the two-year period preceding the filing of such a variance application, the base density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two-year period preceding the filing of the variance application. Example: If an approval allows four units to be constructed on a site that was zoned for two units, the fees could equal 1.5% of the equalized assessed value on the first two units; and the specified higher percentage up to six percent of the equalized assessed value for the two additional units, provided zoning on the site has not changed during the two-year period preceding the filing of such a variance application.

B. Eligible exactions, ineligible exactions and exemptions for residential development.

1. Affordable housing developments, developments where the developer is providing for the construction of affordable units elsewhere in the municipality, and developments where the developer has made a payment in lieu of on-site construction of affordable units shall be exempt from development fees.
2. Developments that have received preliminary or final site plan approval or are subject to an executed redevelopment or development agreement (including master redeveloper agreement) prior to the adoption of a municipal development fee ordinance shall be exempt from development fees unless the developer seeks a substantial change in the approval. Where a site plan approval does not apply, a zoning and/or building permit shall be synonymous with preliminary or final site plan approval for this purpose. The fee percentage shall be vested on the date that the building permit is issued.
3. Renovations or additions to any single-family or two-family residence shall be exempt from paying a development fee except if the assessed value of the renovated/expanded structure is greater than or equal to 151% of the previously assessed value of the structure. Example: If the post-renovation/addition assessed value of a house originally assessed at \$100,000 structure is increased to \$151,000, the developer must pay a development fee on the increase in assessed value).
4. Buildings that are elevated or buildings that are replaced in an elevated position shall be exempt from paying a development fee provided the buildings are located in a Special Flood Hazard Area and meet the following. Notwithstanding, the exemption shall not apply if the number of residential units in the existing or demolished building is increased.
 - (i) New construction and substantial improvement of any residential structure shall have the lowest floor, including basement together with the attendant utilities and sanitary facilities, elevated to or above base flood elevation; and

- (ii) Within any AO Zone on the municipality's FIRM that all new construction and substantial improvement of any residential structure shall have the lowest floor, including basement, elevated above the highest adjacent grade at least as high as the depth number specified in feet (at least two (2) feet if no depth number is specified). And, require adequate drainage paths around structures on slopes to guide floodwaters around and away from proposed structures.
- 5. Buildings demolished and replaced due to being “destroyed” as a result of a fire or natural disaster (excluding flood damaged buildings that are located in the Special Flood Hazard Area) shall be exempt from paying a development fee, except:
 - (i) If the assessed value of the reconstructed structure is greater than or equal to 151% of the assessed value of the original structure (Example: If a house assessed at \$100,000 is replaced with a house assessed at \$151,000, the developer must pay a development fee on the increase in assessed value); or
 - (ii) If the number of residential units in the replacement building is greater than the number of units in the original building being demolished (Example: A single-family house is replaced with a house having three residential units).

§ 88-5. Nonresidential development fees.

A. Imposed fees.

1. Within all zoning districts, nonresidential developers, except for developers of the types of development specifically exempted, shall pay a fee equal to 2.5% of the equalized assessed value of the land and improvements for all new nonresidential construction on an unimproved lot or lots.
2. Nonresidential developers, except for developers of the types of development specifically exempted, shall also pay a fee equal to 2.5% of the increase in equalized assessed value resulting from any additions to existing structures to be used for nonresidential purposes.
3. Development fees shall be imposed and collected when an existing structure is demolished and replaced. The development fee of 2.5% shall be calculated on the difference between the equalized assessed value of the preexisting land and improvement and the equalized assessed value of the newly improved structure, i.e., land and improvement, at the time final certificate of occupancy is issued. If the calculation required under this section results in a negative number, the nonresidential development fee shall be zero.

B. Eligible exactions, ineligible exactions and exemptions for nonresidential development.

1. The nonresidential portion of a mixed-use inclusionary or market rate development shall be subject to the two-and-one-half-percent development fee, unless otherwise

exempted below.

2. The two-and-one-half-percent fee shall not apply to an increase in equalized assessed value resulting from alterations, change in use within existing footprint, reconstruction, renovations and repairs.
3. Nonresidential developments shall be exempt from the payment of nonresidential development fees in accordance with the exemptions required pursuant to P.L. 2008, c. 46, as specified in the Form N-RDF, "State of New Jersey Nonresidential Development Certification/Exemption" form. Any exemption claimed by a developer shall be substantiated by that developer.
4. A developer of a nonresidential development exempted from the nonresidential development fee pursuant to P.L. 2008, c. 46, shall be subject to it at such time the basis for the exemption no longer applies and shall make the payment of the nonresidential development fee, in that event, within three years after that event or after the issuance of the final certificate of occupancy of the nonresidential development, whichever is later.
5. If a property which was exempted from the collection of a nonresidential development fee thereafter ceases to be exempt from property taxation, the owner of the property shall remit the fees required pursuant to this section within 45 days of the termination of the property tax exemption. Unpaid nonresidential development fees under these circumstances may be enforceable by Asbury Park as a lien against the real property of the owner.

§ 88-6. Collection procedures.

- A. Upon the granting of a preliminary, final or other applicable approval for a development, the applicable approving authority shall direct its staff to notify the Construction Official responsible for the issuance of a building permit.
- B. For nonresidential developments only, the developer shall also be provided with a copy of Form N-RDF, "State of New Jersey Nonresidential Development Certification/Exemption," to be completed as per the instructions provided. The developer of a nonresidential development shall complete Form N-RDF as per the instructions provided. The Construction Official shall verify the information submitted by the nonresidential developer as per the instructions provided in the Form N-RDF. The Tax Assessor shall verify exemptions and prepare estimated and final assessments as per the instructions provided in Form N-RDF.
- C. The Construction Official responsible for the issuance of a building permit shall notify the local Tax Assessor of the issuance of the first building permit for a development which is subject to a development fee.
- D. Within 90 days of receipt of that notice, the Municipal Tax Assessor, based on the plans filed, shall provide an estimate of the equalized assessed value of the

development.

- E. The Construction Official responsible for the issuance of a final certificate of occupancy notifies the local Assessor of any and all requests for the scheduling of a final inspection on property which is subject to a development fee.
- F. Within 10 business days of a request for the scheduling of a final inspection, the Municipal Assessor shall confirm or modify the previously estimated equalized assessed value of the improvements of the development; calculate the development fee; and thereafter notify the developer of the amount of the fee.
- G. Should Asbury Park fail to determine or notify the developer of the amount of the development fee within 10 business days of the request for final inspection, the developer may estimate the amount due and pay that estimated amount consistent with the dispute process set forth in Subsection b of Section 37 of P.L. 2008, c. 46 (N.J.S.A. 40:55D-8.6).
- H. Fifty percent of the development fee shall be collected at the time of issuance of the building permit. The remaining portion shall be collected at the issuance of the certificate of occupancy. The developer shall be responsible for paying the difference between the fee calculated at building permit and that determined at issuance of certificate of occupancy.
- I. Appeal of development fees.
 - 1. A developer may challenge residential development fees imposed by filing a challenge with the County Board of Taxation. Pending a review and determination by the Board, collected fees shall be placed in an interest-bearing escrow account by Asbury Park. Appeals from a determination of the Board may be made to the Tax Court in accordance with the provisions of the State Uniform Tax Procedure Law, N.J.S.A. 54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.
 - 2. A developer may challenge nonresidential development fees imposed by filing a challenge with the Director of the Division of Taxation. Pending a review and determination by the Director, which shall be made within 45 days of receipt of the challenge, collected fees shall be placed in an interest-bearing escrow account by Asbury Park. Appeals from a determination of the Director may be made to the Tax Court in accordance with the provisions of the State Uniform Tax Procedure Law, N.J.S.A. 54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

§ 88-7. Affordable housing trust fund.

- A. There is hereby created a separate, interest-bearing housing trust fund to be maintained by the Chief Financial Officer for the purpose of depositing development fees collected from residential and nonresidential developers and proceeds from the sale of units with extinguished controls.

- B. The following additional funds shall be deposited in the affordable housing trust fund and shall at all times be identifiable by source and amount:
1. Payments in lieu of on-site construction of affordable units;
 2. Developer-contributed funds to make 10% of the adaptable entrances in a townhouse or other multistory attached development accessible;
 3. Rental income from municipally operated units;
 4. Repayments from affordable housing program loans;
 5. Recapture funds;
 6. Proceeds from the sale of affordable units; and
 7. Any other funds collected in connection with Asbury Park's affordable housing program.

§ 88-8. Use of funds.

- A. The expenditure of all funds shall conform to a spending plan approved by the Court. Funds deposited in the housing trust fund may be used for any activity approved by the Court to address the City's fair share obligation and may be set up as a grant or revolving loan program. Such activities include, but are not limited to, preservation or purchase of housing for the purpose of maintaining or implementing affordability controls, rehabilitation, new construction of affordable housing units and related costs, accessory apartment, market to affordable, or regional housing partnership programs, conversion of existing nonresidential buildings to create new affordable units, green building strategies designed to be cost saving and in accordance with accepted national or state standards, purchase of land for affordable housing, improvement of land to be used for affordable housing, extensions or improvements of roads and infrastructure to affordable housing sites, financial assistance designed to increase affordability, administration necessary for implementation of the Housing Element and Fair Share Plan, or any other activity as permitted pursuant to N.J.A.C. 5:93-8 and specified in the approved spending plan.
- B. Funds shall not be expended to reimburse Asbury Park for past housing activities.
- C. At least 30% of all development fees collected and interest earned shall be used to provide affordability assistance to low- and moderate-income households in affordable units included in the municipal Fair Share Plan. One-third of the affordability assistance portion of development fees collected shall be used to provide affordability assistance to those households earning 30% or less of median income by region.
1. Affordability assistance programs may include down payment assistance, security deposit assistance, low-interest loans, rental assistance, assistance with homeowners' association or condominium fees and special assessments, and

assistance with emergency repairs.

2. Affordability assistance to households earning 30% or less of median income may include buying down the cost of low- or moderate-income units in the municipal Fair Share Plan to make them affordable to households earning 30% or less of median income.
 3. Payments in lieu of constructing affordable units on site and funds from the sale of units with extinguished controls shall be exempt from the affordability assistance requirement.
- D. Asbury Park may contract with a private or public entity to administer any part of its Housing Element and Fair Share Plan, including the requirement for affordability assistance, in accordance with N.J.A.C. 5:93-8.16.
- E. No more than 20% of all revenues collected from development fees may be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultant fees necessary to develop or implement a new construction program, a Housing Element and Fair Share Plan, and/or an affirmative marketing program. In the case of a rehabilitation program, no more than 20% of the revenues collected from development fees shall be expended for such administrative expenses. Administrative funds may be used for income qualification of households, monitoring the turnover of sale and rental units, and compliance with annual monitoring requirements.
- F. Legal or other fees related to litigation opposing affordable housing sites or objecting to the Council's regulations and/or action are not eligible uses of the affordable housing trust fund.

§ 88-9. Monitoring.

- A. On or about June 30 of each year through 2025, Asbury Park shall provide annual reporting of trust fund activity to the New Jersey Department of Community Affairs ("DCA"), COAH, or Local Government Services ("LGS"), or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center and posted on the municipal website, using forms developed for this purpose by the DCA, COAH, or LGS. This reporting shall include an accounting of all housing trust fund activity, including the collection of development fees from residential and nonresidential developers, payments in lieu of constructing affordable units on site, funds from the sale of units with extinguished controls, barrier-free escrow funds, rental income, repayments from affordable housing program loans, and any other funds collected in connection with Asbury Park' housing program, as well as to the expenditure of revenues and implementation of the plan approved by the Court.

§ 88-10. Ongoing collection of fees.

- A. The ability for Asbury Park to impose, collect and expend development fees shall expire with its Court-issued Judgement of Compliance unless Asbury Park has filed an adopted Housing Element and Fair Share Plan with the Court, has filed a

Declaratory Judgement Action, and has received the Court's approval of its development fee ordinance. If Asbury Park fails to renew its ability to impose and collect development fees prior to the expiration of its Judgment of Compliance and Repose, it may be subject to forfeiture of any or all funds remaining within its municipal trust fund. Any funds so forfeited shall be deposited into the "New Jersey Affordable Housing Trust Fund" established pursuant to Section 20 of P.L. 1985, c. 222 (N.J.S.A. 52:27D-320). Asbury Park shall not impose a residential development fee on a development that receives preliminary or final site plan approval after the expiration of its Judgment of Compliance and Repose, nor shall Asbury Park retroactively impose a development fee on such a development. Asbury Park shall not expend development fees after the expiration of its substantive certification or Judgment of Compliance and Repose.

Section II. Repealer. All ordinances or Code provisions or parts thereof inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Section III. Severability. If any section, subsection, paragraph, sentence or any other part of this ordinance is adjudged unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remainder of this ordinance.

Section IV. Effective Date. This ordinance shall take effect upon its passage and publication, as required by law.

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 ORDINANCE NO. 2018-21 which was finally adopted by the City Council at a meeting held on the 23rd day of May, 2018

CINDY A. DYE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2018-22**

**ORDINANCE OF THE CITY OF ASBURY PARK AMENDING CHAPTER VIII
ESTABLISHING ARTICLE III: "JITNEYS"**

WHEREAS, the City of Asbury Park (the "City") has previously established certain regulations for licensing of taxicabs, liveries and pedicabs within the City; and

WHEREAS, a need has been identified to provide additional transportation services between the commercial areas of the City; and

WHEREAS, in order to reduce demand for parking during peak periods, alternative modes of transportation must be developed; and

WHEREAS, it is the intention of the Mayor and Council that the revisions set forth herein shall amend the regulations contained within Chapter VIII, entitled "Licensing and Regulation of Taxicabs, Liveries and Pedicabs," 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 licensing regulations are hereby approved and adopted for use within the City of Asbury Park, and that Chapter VIII, entitled "Licensing and Regulation of Taxicabs, Liveries and Pedicabs," of the "Code of the City of Asbury Park, New Jersey," is hereby amended as follows:

ARTICLE III

JITNEYS

8-25 DEFINITIONS.

As used in this article:

Franchise tax shall mean a government levy (tax) charged by the City to jitney operators with a nexus in the City. The franchise tax for jitney operators shall be calculated as a percentage of revenue, assessed monthly.

Jitney shall mean an autobus for hire and shall include any motor vehicle for hire engaged in carrying individual passengers, which is operated over and upon the streets of the City. A Jitney shall be constructed and intended to accommodate up to thirteen (13)

passengers on routes established wholly within the limits of the City.

Person shall mean and include an individual, sole proprietorship, partnership, limited partnership, corporation, or limited liability company.

Street shall mean and include any street, avenue, land or public place in the City utilized for vehicular jitney traffic.

8-26 OWNER LICENSE; RULES AND REGULATIONS.

8-26.1 Required.

No Person shall operate a Jitney within the City of Asbury Park without obtaining from the City Clerk a license issued to that Person pursuant to this Chapter.

8-26.2 Application.

Application for a license to operate a vehicle as a Jitney shall be made annually by the owner upon a form to be furnished by the City Clerk. The application shall contain but not be limited to, full name and address of the applicant, the year, type and model of the vehicle to be licensed and the number of persons it is capable of carrying and shall be accompanied by the required fee.

8-26.3 Fee.

The annual fee for a license for an owner of a vehicle to operate the vehicle as a Jitney is one hundred twenty-five (\$125.00) dollars, irrespective of when during the year the license is sought, to provide for the cost of administering and enforcing this Chapter. The fee for a Jitney driver's license under this Chapter is set forth below in section 8-27.2.

8-26.4 Issuance.

The City Clerk shall review all applications for use of vehicles as Jitneys.

a. In those cases where the license has been approved, the City Clerk shall provide the licensee with a card containing the name of the applicant, a front two (2) inch by two (2) inch straight view photograph of the applicant, the City license number, a notice that in case of any complaint they should notify the City Clerk in writing and the rate of fares under which the Jitney is operated. There shall be three (3) numbered decals issued to be placed on three sides of the vehicle. The license shall be valid for the remainder of the calendar year for which it is issued, and shall expire on December 31 of that year.

b. In those cases where the license has been denied, the applicant shall be afforded the opportunity for a hearing before the Chief of Police, as the case may be, or his/her designee. Any request for hearing must be made within ten (10) days of the applicant's receipt of written notice of denial from the City. At the hearing, the applicant shall have the right to be represented by counsel and will be afforded the opportunity to testify himself or to present witnesses, to cross-examine witnesses and, at his or her own expense, have a stenographic record made of the proceedings. Following the hearing, the determination by the Chief of Police, as the case may be, or his/her designee, shall be final.

8-26.5 Transfer of License.

- a. The owner of a licensed Jitney shall not sell, lease, transfer or in any other manner dispose of a license without the permission of the City Clerk, nor shall any owner of the licenses hire out or lease a vehicle to any driver or any other person for use within the City for a stipulated sum over a definite period of time.
- b. Any license issued may be transferred with the payment of a transfer fee of one hundred (\$100.00) dollars upon obtaining the approval of the City Clerk.
- c. Any new or replacement vehicle must be inspected before any license will be transferred.

8-26.6 Liability Insurance Required; Power of Attorney.

- a. As a condition for the issuance of a license hereunder, the applicant for a Jitney license shall, in accordance with the provisions of N.J.S.A. 48:16-24, file with the City Clerk an insurance policy attesting that the person and/or owner-operator is insured under a policy of comprehensive, general liability insurance. The limits of said insurance shall be not less than one million (\$1,000,000.00) dollars per occurrence. The insurance policy, or an accompanying document, shall obligate the liability insurer to notify the City Clerk and City Manager of the City of Asbury Park if any change occurs in the policy or if the policy is terminated or canceled for any reason.
- b. In accordance with the provisions of N.J.S.A. 48:16-24, each owner-operator shall execute and deliver to the City Clerk concurrently with the filing of the policy referred to above, a power of attorney wherein and whereby the said owner-operator shall nominate, constitute and appoint the City Clerk as the owner-operator's true and lawful attorney for the purpose of acknowledging service of any process out of a court of competent jurisdiction to be served against the insured by virtue of the indemnity granted under the insurance policy filed.
- c. Each applicant for a Jitney license shall also execute an indemnification and hold harmless agreement, in a form acceptable to the City Attorney, through which the owner shall indemnify and hold harmless the City, its officers, agents and employees, from any and all loss, costs, damages and/or expenses suffered by any person, or to any property arising from the owner's negligence or the negligence of the owner's employees or agents.

8-26.7 Franchise Tax.

Every person as herein defined, owning and operating a Jitney within the City of Asbury Park shall, on or before the tenth day of each calendar month, file with the City Clerk a statement, verified by oath, showing the gross receipts from the business of said Jitney during the preceding calendar month, and shall at the same time pay to the City Clerk five percent of such gross receipts as a monthly franchise tax.

8-27 DRIVER'S LICENSE; RULES AND REGULATIONS.

8-27.1 Required.

No vehicle shall be hired out or operated as a Jitney within the City without the driver first having obtained a license for that purpose.

8-27.2 License Fee.

The annual license fee for each driver of a Jitney is fifty (\$50.00) dollars, irrespective of when during the year the license is sought, to provide for the cost of administering and enforcing this Chapter.

8-27.3 Initial Application; Background Checks; Rechecks; Renewals.

All applicants for a Jitney driver's license shall meet all of the following requirements:

- a. Be twenty-one (21) years of age or over.
- b. Maintain in good standing a valid and unconditional/non-provisional State of New Jersey Motor Vehicle license, and have no more than eight (8) New Jersey State Division of Motor Vehicle points on his or her driving record, or the equivalent if licensed in any other state.
- c. Must not have been convicted, within three (3) years prior to the date of the application, of reckless driving, leaving the scene of an accident or driving more than thirty (30) miles per hour above the speed limit, and must not have been convicted within five (5) years prior to the date of the application of driving while intoxicated.
- d. Present the required doctor's physical form obtained from the City Clerk certifying that he or she has been examined within the last thirty (30) day period and that he or she is of sound physique with good eyesight and not subject to epilepsy, vertigo, heart trouble or any other infirmity of the body or mind which make him or her unfit for the safe operation of a vehicle.
- e. Never have been convicted of a crime (not including a disorderly persons or petty disorderly persons offense) or engaged in conduct in any other State or jurisdiction, which if committed in New Jersey, would constitute any of the crimes identified in paragraphs 1. through 4. below, within ten (10) years of the date of submission of the initial application as identified below. A criminal background check shall be conducted by the Chief of Police as the case may be, or his or her designee, in accordance with N.J.S.A. 48:16-3b.
 1. Any crime involving a danger to the person meaning those crimes set forth in N.J.S.A. 2C:11-1, et seq. (criminal homicide), N.J.S.A. 2C:12-1, et seq. (assault; reckless endangering; threats); N.J.S.A. 2C:13-1, et seq. (kidnapping and related offenses); N.J.S.A. 2C:14-1, et seq. (sexual offenses); or N.J.S.A. 2C:15-1, et seq. (robbery); or
 2. Any crime (not including disorderly persons offenses) against the family, children or incompetents, meaning those indictable offenses set forth in N.J.S.A. 2C:24-1, et seq.; or
 3. Any crime (not including disorderly persons offenses) involving theft and related offenses as set forth in Chapter 20 of Title 2C of the New Jersey Statutes; or

4. Any crime (not including disorderly persons offenses) involving any controlled dangerous substance or controlled substance analog as set forth in Chapter 35 of Title 2C of the New Jersey Statutes.

f. If a person who has been convicted of a crime listed above can produce a certificate of rehabilitation issued pursuant to N.J.S.A. 2A:168A-8, or an equivalent certificate from the jurisdiction where the criminal offense occurred if the criminal offense occurred outside of New Jersey, then the criminal offense shall not disqualify the applicant from operating a Jitney within the City.

g. Complete a form furnished by the City Clerk his or her full name, residence, places of residence for the preceding five (5) years, age, height, color of eyes and hair, place of birth, previous employer, whether married or single, whether he or she has ever been convicted of an indictable offense, driving violations, or violation of this chapter and whether his or her driver's license has ever been suspended or revoked and for what cause, which statement shall be signed and sworn by the applicant to be true and filed with the City Clerk as a permanent record. Any changes to any of the information contained within the application must be reported to the City Clerk within three (3) business days thereof, with a penalty of twenty-five (\$25.00) dollars to be assessed for each business day thereafter that any changes are not reported.

h. Furnish four (4) copies of photographs size two (2) inches by two (2) inches.

i. Shall have an acceptable understanding of the English language and shall be able to read and write in English.

j. Be a citizen of the United States and present a Social Security card or possess a permanent alien registration card or work authorization.

k. Pay a fee of fifty (\$50.00) dollars to provide for the cost of administering and enforcing this Chapter.

l. Renew their license beginning in December of each year at which time they will be notified by the City Clerk that their completed paperwork and fee for the annual license is due in the City Clerk's office no later than the following March 1st. Failure to meet the March 1 deadline will result in a fine of twenty five (\$25.00) dollars per month for each month the March 1 deadline is not met, in addition to such other penalties prescribed in this Chapter for failure to have a valid license for operation of a Jitney.

m. There shall be filed with the City Clerk an insurance policy issued by an insurance company authorized to do business in New Jersey in at least the amount of \$1,000,000.00 to satisfy all claims for damages, by reason of bodily injury to, or the death of, any person(s), resulting from, or on account of, an accident, by reason of the ownership, operation, maintenance or use of the Jitney(s) upon any public street in the City of Asbury Park, and to satisfy any claim for damages to property of any person(s), resulting from, or on account of, an accident, by reason of the ownership, operation or use of such Jitney(s) upon the public streets of the City of Asbury Park. The insurance policy shall remain in effect during the time that the applicant operates under a license issued by the City of Asbury Park.

n. Undergo a criminal history background check prior to the issuance of an initial license, and on years ending in an odd number thereafter prior to renewal. Such criminal history

background check may be performed by the Asbury Park Police Department or by a private outside agency which has been approved by the Asbury Park Police Department. If performed by an approved outside agency, then the results of the criminal history background check shall be forwarded directly from the outside agency to the Asbury Park Police Department. In all cases, the Asbury Park Police Department shall be responsible for oversight of the criminal history background check process. The applicant shall incur all costs associated with the background check, which costs shall not exceed a maximum of one hundred (\$100.00) dollars.

o. Must not make a false statement in any license application or any record or certificate required to be filed or maintained, he or she shall be subject to rejection of the application and/or the appropriate disciplinary sanctions, including license suspension or revocation or any penalty provided under the New Jersey Criminal Code.

8-27.4 Denial of License.

In those cases where the license has been denied, the applicant shall be afforded the opportunity for a hearing before the Chief of Police as the case may be, or his/her designee. Any request for hearing must be made within ten (10) days of the applicant's receipt of written notice of denial from the City. At the hearing, the applicant shall have the right to be represented by counsel and will be afforded the opportunity to testify himself or to present witnesses, to cross-examine witnesses and, at his or her own expense, have a stenographic record made of the proceedings. Following the hearing, the determination by the Chief of Police, as the case may be, or his/her designee, shall be final.

8-27.5 License Regulations.

- a. Licenses issued pursuant to this section are nontransferable.
- b. Upon suspension or revocation of his or her New Jersey driver's license, a driver shall immediately surrender his or her Jitney driver's license to the City.

8-28 DRIVER RULES; CONDUCT AND RESPONSIBILITIES.

8-28.1 Vehicles Ordered Off-the-Road; Operation Prohibited.

No driver shall operate any vehicle that has been ordered off-the-road by the Chief of Police as the case may be, or his or her designee, because it has been found to be in unsatisfactory condition for the transportation of passengers.

8-28.2 Lost Property.

A driver of a Jitney who discovers any property lost or left in his Jitney shall immediately report it to the Asbury Park Police Department as soon as possible.

8-28.3 Conduct of Drivers.

- a. Drivers appearance must be neat, clean and drivers must be dressed in a professional manner.

- b. Drivers shall be courteous to customers at all times.
- c. There shall be no smoking in any Jitney.
- d. Drivers and owners not licensed under this Chapter are prohibited from cruising within the City.

8-28.4 Display of License, Rates and Photograph.

The driver must display all licenses in a conspicuous manner so they may be conveniently read by any passenger. A card containing the maximum rates of fare charged, the name and license number of the operator of the Jitney and the name, address and a two (2) inch by two (2) inch front straight view photograph of the driver of the Jitney. These must be mounted on the front face of the dashboard, not on it, facing the passengers.

8-28.5 Substance Abuse.

A driver shall not operate or occupy a Jitney while his driving ability is impaired by either alcohol or drugs, nor shall a driver consume any alcoholic beverage within eight (8) hours of the start of their shift. When facts exist that provide a reasonable objective basis to suspect that a driver has illegally used drugs, or has consumed alcoholic beverages, he shall submit to a breath test or drug screening through urinalysis. A driver who refuses to submit to such testing requested upon individualized reasonable suspicion will be subject to revocation of his or her licenses.

8-28.6 Compliance with Laws While Operating Vehicle.

A driver shall operate his vehicle within full compliance of all laws.

8-28.7 Notification of Employer of Accidents and Summons.

The driver must notify his/her employer, if any, of any accident and also when any motor vehicle summons has been issued to the driver.

8-28.8 Persons Permitted in Vehicle During Operation.

- a. During the work shift a driver may not allow any person to operate the Jitney or occupy the driver's seat, except in the event of an emergency.

8-28.9 Possession of Controlled Substances.

No driver may have in their possession, on their person or in the vehicle any illegal controlled substance (drugs) at any time.

8-28.10 Horn Blowing Prohibited.

Drivers may not at any time blow their horn to alert a prospective customer that the Jitney has arrived.

8-28.11 Applicability.

The above drivers' rules contained in this Section 8-28 apply to Jitney drivers and owner/operators, when performing the duties of a driver.

8-29 INSPECTIONS.

8-29.1 Inspection of Vehicles.

No vehicle shall be used as a Jitney and no license shall be issued for that purpose until the vehicle has been inspected and examined by an officer designated by the Chief of Police, as the case may be, or his or her designee, and found to be in a thoroughly safe, clean and sanitary condition for the transportation of passengers. Side curtains, shades or dark tinted window glass are not permitted on any such vehicle in accordance with N.J.S. Title 39, Chapters 3 and 4. Thereafter, each owner of a Jitney shall have his/her vehicle inspected and examined by the City of Asbury Park yearly during the month of November. The validation sticker issued by the City for the prior year shall be valid until the City inspection for the current year is conducted. The City inspection shall occur subsequent to the owner obtaining inspection approval from the New Jersey Motor Vehicle Commission. Each Jitney owner shall make an appointment with the officer designated by the Chief of Police to conduct the City inspection. No vehicle shall continue to operate as a Jitney if such vehicle has been inspected and examined by the officer designated by the Chief of Police and found not to be in a thoroughly safe condition for the transportation of passengers. In no event shall any Jitney operate beyond November 30 of the immediately preceding year without a validation sticker from the City.

8-30 JITNEY NUMBERING SYSTEM.

8-30.1 Assignment of Numbers; Placement on Vehicle.

- a. Every Jitney will be assigned a number exclusive to that vehicle.
- b. When a vehicle has been retired, sold, replaced or transferred pursuant to section 8-26.5 of this Chapter, the number will be put on any replacement vehicle.
- c. The number shall be displayed in the rear of the vehicle.
- d. The number will be three (3) inches in height and made of a reflective type material with contrasting background to be easily read at a distance of fifty (50) feet.
- e. No number will appear on the vehicle other than the City Clerk's assigned vehicle number.
- f. Every Jitney shall display on each rear door of the vehicle the words "City of Asbury Park" in letters three (3) inches in height.

8-31 JITNEY LIMITATIONS.

8-31.1 Number of Jitney Licenses Limited.

a. The total number of jitney owner/operator licenses issued by the City of Asbury Park shall not exceed three (3).

b. The total number of jitney vehicles permitted to be operated by each owner/operator at any one time shall not exceed five (5).

8-32 RATES; DISPLAY OF RATES REQUIRED.

a. Rates and Charges. The price that may be charged to a passenger by the owner or driver of a Jitney shall not exceed five (\$5.00) dollars per passenger at any time of the year. Only one (1) fare can be charged for each seat in the vehicle.

b. Display of Rates. Any and all rates that are being charged by Jitney companies, shall be posted in each Jitney in a conspicuous location and in manner so as to provide adequate notice to all passengers.

8-33 VIOLATIONS; PENALTIES; SUSPENSION; REVOCATION.

8-33.1 Penalties.

a. Any person who violates any provision of this article shall be subject to penalties in accordance with Chapter 1, Section 1-5 of the Code of the City of Asbury Park, or by applicable State law.

b. Notwithstanding the provisions of subsection “a” above, any person violating the provisions of Section 8-2.1, Section 8-3.1 or Section 8-4.3(f) shall, upon conviction of a first offense be subject to a fine of two hundred fifty (\$250.00) dollars; upon conviction of a second offense be subject to a fine of five hundred (\$500.00) dollars; and upon conviction of a third or subsequent offense be subject to a fine of one thousand two hundred (\$1,250.00) dollars. In addition to the above, the violator may, at the discretion of the Municipal Court Judge, be subject to a term of imprisonment not exceeding ninety (90) days in the County jail or in any other place provided by the municipality for the detention of prisoners.

c. Nothing herein shall preclude the prosecution of any such violation under Title 48 and/or Title 2C of the New Jersey Statutes, nor restrain or prohibit the Mayor and Council from suspending or revoking any license issued hereunder in accordance with the provisions of this Chapter.

8-33.2 Revocation or Suspension of License.

a. Licenses issues under this article may be temporarily suspended for not more than seven (7) days by the Chief of Police as the case may be, or his or her designee, in the case of an emergency.

b. Absent an emergency, the City Council, after reasonable notice and a hearing, may suspend or revoke a license for cause. At said hearing, the licensee may be represented by counsel and will be afforded the opportunity to testify himself or to present witnesses, to cross-examine witnesses and, at his or her own expense, have a stenographic record made of the proceedings. Following the hearing, the determination by the Chief of Police as the case may be, or his/her designee, shall be final.

c. If at any time within the licensed year a Jitney driver and/or owner/operator is convicted of an indictable offense, the City Clerk shall immediately suspend their license, pending a hearing.

8-33.3 Appeals.

Except as otherwise set forth herein, any person who wishes to appeal any determination made pursuant to the provisions of this Chapter may do so in writing to the City Manager within five (5) days of the date of the decision or determination sought to be appealed. A hearing will be held by the City council or its designee within ten (10) days of the date of service of the appeal.

8-34 ROUTES.

8-34.1 Designation of Route(s).

The City Council shall establish by resolution all routes and stops to be utilized by Jitneys. All owner-operators shall operate their Jitneys on the route designated by the City Council. In the event of a detour that prevents the Jitney from following the designated route, the Jitney may take the shortest, safest alternate route that will permit the owner-operator to resume operating on the designated route.

8-35 RULES AND REGULATIONS.

8-35.1 Regulations.

- a. It shall be unlawful to drive or operate any Jitney while that Jitney is carrying more than thirteen (13) passengers or more than twenty (20) passengers, as applicable, in accordance with N.J.S.A. 48:16-23.
- b. Each passenger must be seated while the Jitney is in motion.
- c. No person eight (8) years of age or younger shall permitted to be a passenger in any Jitney vehicle without seat restraints as required in accordance with N.J.S.A. 39:3-76.2a.
- d. No Jitney vehicle may transport passengers between the hours of 1:00 AM and 8:00 AM. Hours of operations shall be designated in collaboration with the City Manager or his or her designee.
- e. Jitney owner/operators shall not provide service to private entities or functions within the City of Asbury Park without providing adequate service to the designated Jitney route during designated operating hours. Any Jitney owner/operator providing private service shall notify the City Manager or his or her designee at least 48 hours prior.
- f. Passengers must be treated with courtesy and respect; repeated complaints against owner-operators will be grounds for disciplinary action initiated by the Asbury Park Police

Department.

- g. It shall be unlawful for the owner-operator of any Jitney to bypass any prospective customer when there is space available on the Jitney. Any complaints concerning the bypassing of a prospective customer by a Jitney owner-operator shall be processed and handled by the Asbury Park Police Department or the City Clerk.

8-35.2 Rules.

- a. There shall be no smoking on Jitneys.
- b. Only a licensed Jitney can be used on a prescribed Jitney route.
- c. Unsanitary, inadequate, unclean, or unsafe Jitneys will not be permitted to operate.
- d. All crashes involving a Jitney must be reported to the Asbury Park Police Department immediately after the occurrence.
- e. Jitney owner-operators must notify the City Clerk in accordance with Section 8-26.5 when a change of license number or registration number occurs.
- f. Jitney license card must be displayed in accordance with the provisions of Section 8-28.4.
- g. It shall be unlawful for any person riding a Jitney to drink intoxicating liquors or be under the influence of drugs of any kind.
- h. Drivers must be neat and clean at all times. No shirts without collars are permitted. Bare feet are prohibited. Exterior tops and bottoms must be worn.
- i. If a Jitney breaks down and is unable to continue, passengers must be refunded any collected fares in full.
- j. It shall be unlawful for any Jitney to block a crosswalk to stop for the purpose of receiving or discharging passengers.

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 ORDINANCE NO. 2018-22 which was finally adopted by the City Council at a meeting held on the 23rd day of May, 2018

CINDY A. DYE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2018-23**

**ORDINANCE OF THE CITY OF ASBURY PARK AMENDING TRAFFIC AND
PARKING REGULATIONS CHAPTER VII**

WHEREAS, the City of Asbury Park (the “City”) has previously established certain traffic regulations concerning metered and permit parking within the City; and

WHEREAS, the previous regulations as referenced above shall be collectively referenced herein as the “prior traffic regulations”; and

WHEREAS, since adoption of the prior regulations, the parking conditions have been evaluated by the City’s Parking Committee; and

WHEREAS, it is the intention of the Mayor and Council that the revisions set forth herein shall amend and supplement the Traffic Control Regulations contained within the Chapter VII, entitled “Traffic,” of the “Code of the City of Asbury Park, New Jersey,” accordingly.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, that the amended 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 and supplemented as attached as Exhibit A.

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 ORDINANCE NO. 2018-23 which was finally adopted by the City Council at a meeting held on the 23rd day of May, 2018

CINDY A. DYE
CITY CLERK

EXHIBIT A

Deletions are denoted as strikethrough and additions are underlined.

7-11 TIME LIMIT PARKING.**7-11.1 Parking Time Limited on Certain Streets.**

No person shall park a vehicle for longer than the time limit between the hours listed on any day (except Sundays and public holidays) upon any of the streets or parts of streets described.

<i>Name of Street</i>	<i>Sides</i>	<i>Hours</i>	<i>Time Limit</i>	<i>Location</i>
<u>Fifth Avenue</u>	<u>South</u>	<u>8:00 AM – 6:00 PM</u> <u>(Monday-Friday)</u>	<u>2 Hours</u>	<u>Between Steiner Place and</u> <u>Main Street</u>

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**Asbury Park, New Jersey
ORDINANCE NO. 2018-24**

**ORDINANCE OF THE CITY OF ASBURY PARK ADOPTING AN AMENDMENT TO
THE SPRINGWOOD AVENUE REDEVELOPMENT PLAN**

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

WHEREAS, the City of Asbury Park (the “**City**”) has previously found and determined that the area of the City designated as the “Springwood Avenue Redevelopment Area” (the “**Area**”) to be “an area in need of redevelopment” in accordance with law; and

WHEREAS, on February 6, 2008, the City adopted Ordinance No. 2862 adopting the “Springwood Avenue Redevelopment Plan” (as amended and supplemented from time to time, the “**Plan**”), which governs redevelopment in the Area; and

WHEREAS, on February 28, 2018, the Governing Body of the City adopted Resolution 2018-103 referring proposed amendments to the Plan (the “**Proposal**”) to the Planning Board for its review in accordance with the Redevelopment Law, specifically N.J.S.A. 40A:12A-7(e); and

WHEREAS, at its regular public meeting of March 26, 2018, the Planning Board considered the Proposal and comments and questions from members of the public, determined that the Proposal was consistent with the Master Plan of the City, subject to the Planning Board’s comments and recommendations, and adopted a resolution memorializing its findings and recommendations; and

WHEREAS, the Proposal has been amended to incorporate the Planning Board recommendations; and

WHEREAS, City wishes to enact the Proposal as amended to incorporate the Planning Board recommendations (the Proposal as so amended, the “Plan Amendments”, attached hereto as Exhibit A),

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

1. The Plan Amendments attached hereto as Exhibit A and made a part hereof, having been duly reviewed and considered are hereby approved pursuant to the terms of *N.J.S.A. 40A:12A-7*, and the Plan, as amended by the Plan Amendments, shall govern the Springwood

Avenue Redevelopment Area as and to the extent set forth in the Plan.

2. The zoning district map of the City is hereby amended to remove any inconsistency herewith.

3. In case any one or more of the provisions of this Ordinance or the Plan shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Ordinance or the Plan and this Ordinance shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

4. This Ordinance shall take effect in accordance with law.

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 ORDINANCE NO. 2018-24 which was finally adopted by the City Council at a meeting held on the 23rd day of May, 2018

CINDY A. DYE
CITY CLERK

**AMENDMENT TO THE REDEVELOPMENT AND LAND DISPOSITION
AGREEMENT BY AND BETWEEN THE CITY OF ASBURY PARK, AS
REDEVELOPMENT ENTITY, AND INTERFAITH NEIGHBORS, INC.**

This AMENDMENT (“**Amendment**”) to the Redevelopment Agreement is made on this ____ day of _____, 2018 (the “Effective Date”) into by and between the **CITY OF ASBURY PARK** (the “**City**”), a public body corporate and politic of the State of New Jersey having its offices at One Municipal Plaza, Asbury Park, NJ 07712-7000, in its capacity as “redevelopment entity” pursuant to N.J.S.A. 40A:12A-4(c), and **INTERFAITH NEIGHBORS, INC.**, a New Jersey corporation having its principal offices at 810 Fourth Avenue, Asbury Park, New Jersey 07712 (together with its permitted successors and assigns, the “**Redeveloper**”) (each of the City and the Redeveloper hereafter sometimes referred to in this Agreement as a “**Party**”, and together as the “**Parties**”)

W I T N E S S E T H:

WHEREAS, the Parties have executed that certain Redevelopment Agreement, dated June 22, 2016 (the “**Redevelopment Agreement**”, and together with this Amendment, the “**Agreement**”); and

WHEREAS, the Parties have determined to enter into this Amendment for the purpose of revising certain sections of the Redevelopment Agreement to permit detached two family homes in the Springwood Avenue Residential Zone subdistrict and to provide an amended Construction Timetable; 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:

I. CONSTRUCTION. The foregoing recitals are hereby incorporated in this Amendment by reference as if fully set forth herein at length. All terms not defined herein shall have the meanings set forth in the Redevelopment Agreement. Other than as specifically modified by this Amendment all other terms, conditions and obligations of the Redevelopment Agreement shall remain unmodified and shall remain in full force and effect.

II. PROJECT NAME. The Project name is revised from the “Turf Club” or the “Turf Club Project” to the “Parkview AP”, “Parkview Project” or “Parkview Residences”.

III. PURCHASE AND SALE OF PROPERTY. Article VI, Section 6.4B shall be amended to read as follows:

B. Adoption of a resolution by the City Council authorizing the Sale of the Property which shall occur after Satisfaction of the Contingencies and prior to Closing; and

IV. REDEVELOPMENT PROJECT. Article VII, Section 7.1A shall be amended to read as follows:

7.1 Project, Project Implementation and Project Schedule.

A. **Project.** The Project may be constructed in phases and will consist of approximately twenty (20) high quality 1 and 2 bedroom residential units on 10 individual property lots in accordance with the Plan and applicable Governmental Approvals. A minimum of 20% of the principal units to be constructed will be offered as deed-restricted affordable units which percentage may increase pending the award of additional affordable housing construction subsidies to the Redeveloper. There will be ten (10) one (1) bedroom units of approximately 700-760 square feet, and ten (10) two (2) or three (3) bedroom units of approximately 1,400-1,600 square feet. Prior to submitting to the State and/or recording any Master Deed or by-laws, the same shall be submitted to the City for approval, and subject to reasonable conditions as may be imposed by the City to ensure the provisions of this Section and this Agreement have been included. Additionally, at the closing from the Redeveloper to the final owner on every individual unit, the affordability restrictions required by the HOME program shall be recorded and proof of the same provided to the City, further, this condition shall specifically survive Closing from the City to the Redeveloper.

V. **COMMUNITY INITIATIVES.** Article XI, Section 11.2 shall be amended to read as follows:

11.2 Local Labor and Building Products. Prior to the Commencement of Construction, Redeveloper and/or Owner Entity shall notify the City of an anticipated start date. The Redeveloper and/or Owner Entity shall obtain from **New Jersey Selective Assistance Vendor Information (NJSAVI) and/or the local Workforce Investment Board**, a list of local labor (“**Local Labor**”) and businesses providing local building products (“**Local Building Products**”). In constructing the Project, Redeveloper and/or Owner Entity agrees that it will use best efforts to ensure that a reasonable percentage of its labor force shall be Local Labor. In addition, Redeveloper and/or Owner Entity agree that it will use commercially reasonable efforts to ensure that a reasonable percentage of building materials and supplies for the Project shall be Local Building Products. Best efforts shall include, but not be limited to, the following:

A. Using twenty-five percent (25%) of Local Labor for the Project; provided such Local Labor is available and appropriate for the Project;

B. Using twenty-five percent (25%) of Local Building Products for the Project to the extent such products are reasonably available from vendors at commercially reasonable prices and appropriate to the Project;

C. The Redeveloper and/or Owner Entity shall support and contribute to the City’s and Workforce Investment Board’s efforts if any to host job fairs to publicize opportunities for Local Labor, local contractors, and local building product suppliers.

VI. **PROJECT SCHEDULE.** The Project Schedule, Exhibit B of the Redevelopment Agreement shall be amended with regard to the Phase descriptions as follows:

PHASE I: 8 buildings (3 market rate properties and 1 affordable property, total # of residential units constructed: 8)

PHASE II: 8 buildings (2 market rate properties and 2 affordable properties, total # of residential units constructed: 8)

PHASE III: 4 buildings (2 market rate properties and 1 affordable property, total # of residential units constructed 4)

VII. CONCEPT PLAN. The Concept Plan, Exhibit ___ of the Redevelopment Agreement shall be amended to read as set forth on the attached Schedule A.

VIII. Other than as specifically modified by this Amendment, all other terms and provisions of the Redevelopment Agreement entered into between the Parties are hereby confirmed and ratified in all respects and shall remain in full force and effect.

IX. Any inconsistencies or conflicts between the terms and provisions of the Redevelopment Agreement and the terms and provisions of this Amendment shall be resolved in favor of the terms and provisions of this Amendment.

X. The provisions of this Amendment shall be deemed to be severable. If any provision of this Amendment shall be deemed to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, the same shall be deemed to be severable and shall not affect the validity of any other provision herein

XI. This Amendment may be executed and delivered in any number of counterparts (including by facsimile or by email in portable document format (pdf)), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

XII. The recitals set forth above are incorporated herein by this reference as if set forth at length.

[Signature Page(s) Follow]

IN WITNESS WHEREOF, the Parties have caused this Amendment to the Redevelopment and Land Disposition Agreement to be properly executed and their corporate seals affixed and attested as of the date first written above.

Witness or Attest

CITY OF ASBURY PARK

BY: _____

SEAL

Witness

INTERFAITH NEIGHBORS, INC.

BY: _____

Name: _____

Name: _____

Title: _____

Title: _____

SCHEDULE A
EXHIBIT
CONCEPT PLAN

Attachment: Asbury Park_ Interfaith Neighbors - Amendment to the Redevelopment Agreement (5) TURF CLUB (2018-24 : Adopting an



Page 1 of 67

APRIL 2016: Amended Springwood Avenue Redevelopment Plan

Proposed Amendments to the Springwood Avenue Redevelopment Plan

Adopted: FEBRUARY 6, 2008 (Ordinance Number 2862)
 Amended: AUGUST 20, 2014 (Ordinance Number 3076)
 Amended APRIL 13, 2016 (Ordinance Number)

Attachment New language in **red**, deleted language in ~~strikeout~~. Amended Springwood Avenue Redevelopment Plan



City of Asbury Park
 Monmouth County
 New Jersey

Prepared by: The City of Asbury Park Department of Planning and Redevelopment
 The original of this report was signed and sealed in accordance with N.J.S.A. 45:14A-12

Donald B. Sammet, PP/AICP
 Professional Planner License Number 5758

 Michele Alonso, PP/AICP
 Professional Planner License Number 6300

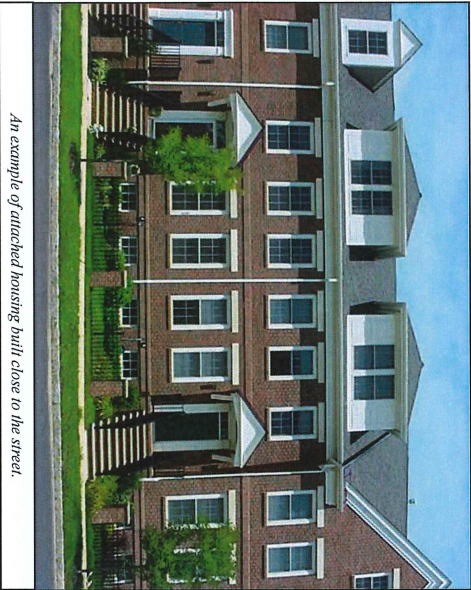
 Page 25 of 67	APRIL 2016: Amended Springwood Avenue Redevelopment Plan
Permitted Principal Uses <u>Ground floor:</u> • Retail sales • Restaurants • Catering Halls and Facilities • Licensed professional or trade schools such as dance and martial arts schools • Recreational services such as a multipurpose children's activity space devoted to learning, recreation and entertainment, which may include related retail sales and no more than four coin operated amusements • Cultural services such as museums and art galleries • Theaters • Health and fitness clubs <u>Second Floor:</u> • Community facilities operated by governmental or not-for-profit agencies to performing services deemed to accomplish a public purpose. Such facilities may include meeting rooms, a library, a cultural center, and job training resources and similar services. • Professional and business offices and banks provided that a minimum of 50% of the ground floor area and linear frontage of a structure shall be dedicated to other principal uses permitted in the Springwood Avenue Gateway Zone. • Emergency services such as police, fire and ambulance facilities.	• Child day care facilities. • On property located between Applegate Place and Sylvan Avenue ◦ Residential Uses ◦ Residential support services such as job readiness training, computer and life skills training, enrichment programs for youth, and health and wellness programs ◦ Management offices for commercial and residential redevelopment projects within the Springwood Avenue Redevelopment Area ◦ Other principal uses as permitted within the Gateway Zone • On property fronting Memorial Drive: ◦ Residential units ◦ Artist/Live Work Space ◦ Other principal uses as permitted within the Gateway Zone. ◦ Valer parking on Tax Block 608, Lot 1 <u>Third and Fourth Floors:</u> • On tax block 80 and tax block 104, lot 9: Uses permitted on the ground floor and/or residential uses. (Professional and business offices are not subject to the 50% requirements) • Other lots: residential uses



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Springwood Avenue Residential Zone

In the Springwood Avenue Residential Zone, a variety of housing types are permitted. The intent is to create a residential district which helps support the new and existing businesses along the avenue, as well as the housing needs of existing Asbury Park residents. Residential development will include a range of affordability levels so that younger and older people, singles and families of all income levels may find homes here.



An example of attached housing built close to the street.

To encourage interaction between the residential uses and those utilizing public space, residential buildings shall be placed close to the street. Front porches are required on all single and two family dwellings. To clearly define the public and private realm, all dwelling units, shall have a clearly defined front yard by the utilization of landscaping or fencing not in excess of 3 feet in height.

To minimize gaps in the street frontage and interruptions to pedestrian mobility, garages and parking areas shall be accessed from rear lanes wherever possible. No garages or parking areas are permitted in front or side yards.

Existing lots will need to be consolidated to meet minimum lot standards in this plan where necessary.

APRIL 2016: Amended Springwood Avenue Redevelopment Plan

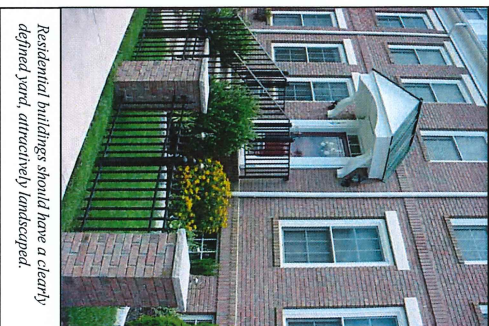
All single family dwelling units shall be deed restricted requiring owner occupancy. All two family dwellings shall include at least one deed restricted unit requiring owner occupancy.

Permitted Principal Uses

- Attached **and detached** two-family dwellings; two family dwelling units can be in separate structures
- Attached **and detached** single-family dwellings.

Permitted Conditional Uses

- Multi-family dwellings subject to the following conditions:
 - No wall of a principal building fronting on a street shall exceed 100 feet in length.
 - Shared entries shall be limited to 8 households or less
 - Principal building entries shall be located upon the street upon which the building fronts
 - Building entries shall be emphasized and prominent and create a sense that the user is transitioning from public to semi-public space

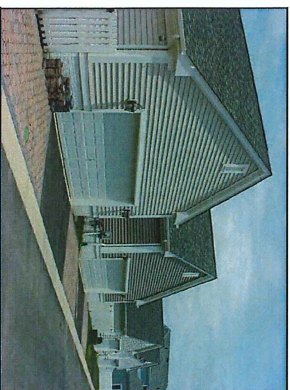


Residential buildings should have a clearly defined yard, attractively landscaped.

Permitted Accessory Uses and Structures

- Garages appurtenant to a residential use;
- Minor home occupations pursuant to the conditions and requirements specified in city code section 30-73.10. Proposed minor home occupations that do not meet the conditions and requirements specified may request variance relief from the Planning Board.
- Single family unit above a garage which is accessory to a permitted residential use.**

Page 28 of 67		APRIL 2016: Amended Springwood Avenue Redevelopment Plan	
			
Structures which are clearly incidental to the principal residential use of the premises.		Minimum rear yard setback:	
Bulk Standards		20 feet. The rear yard setback should also allow for sufficient space for off-street parking and circulation and landscaped buffers between parking areas and adjoining properties.	
Maximum Residential Density:		45 dwelling units per acre	
Lot Size Requirements:		<i>Accessory Structures</i>	
Minimum Lot Area for multi-family dwellings:		All accessory structures and parking areas shall be located in the rear yard.	
Minimum Lot Width for multi-family dwellings:		Maximum permitted height: 15 20-feet	
Minimum Lot Area for attached single and two family dwellings:		Minimum side yard setback: 0 feet for one yard and 4 feet for the other yard	
Minimum Lot Width for attached single and two family dwellings:		Minimum rear yard setback: 0 feet	
Exceptions for lot sizes for attached single and two family dwellings: The above lot area requirements shall not apply to lots on Block 84.02. However, the lot width shall apply and the lot depths may not be reduced from what is existing.		Springwood Avenue Park Zone	
Height and Yard Requirements:		During the preparation of the City Master Plan, the public identified as an issue the “lack of sites for active recreation”. The Master Plan noted that there are essentially only two active recreation areas in the City, the West Side Recreation Area and the High School recreational facilities. According to the Master Plan, “it is apparent that Asbury Park actually has a significant lack of active recreation areas, pocket parks and playgrounds, and that the geographic distribution of parks and open space in the City is uneven.” While existing open space in the southwest corner of the City is clearly an asset to the neighborhood, it remains relatively inaccessible. The Board of Education Facilities have restricted access. The West Side Recreation Area will lose some of the active	
<i>Principal Structures</i>			
Minimum permitted height:			
Maximum permitted height:			
Minimum and maximum front yard setback: 10 feet minimum, 15 foot maximum, however, open front porches may extend up to 6 feet into the required minimum front yard setback. Open stairways leading to a front porch or dwelling entry are exempt from the front yard setback requirement			
Minimum side yard setback:			
		5 feet for the unattached side for attached buildings. 3 feet for unattached buildings.	
Prepared by the City of Asbury Park Department of Planning and Redevelopment			



The use of lanes to access rear loaded garages such as seen here is the preferred mode of parking for single and two family attached housing in this plan.



Page 32 of 67

Historically, development along Springwood Avenue did not contain a great deal of off-street parking. However, with increased use of the automobile in the past decades, the provision of adequate off-street parking is necessary to insure that local businesses will be utilized, that developed residential units will be occupied and that adjacent residential neighborhoods will not become overcrowded with on-street parking.

The Springwood Avenue Redevelopment Area is located adjacent to the James J. Howard Transportation Center, a regional mass transit hub containing fixed-rail, and regional and local bus service. The availability of mass transit will help reduce the need for auto dependency along the Avenue.

Off-street parking requirements shall apply to all new buildings, the addition to or expansion of any building, or conversions to other uses which require more off-street parking. The parking regulations contained within the Amended Springwood Avenue Redevelopment Plan offer a variety of approaches for meeting stated parking requirements.

Off-street parking may be provided either within or underneath a building, provided however, that no portion of the off-street parking area shall occupy the Springwood Avenue street frontage of any site. Building frontages along Springwood Avenue shall be occupied by permitted principal uses except that driveways necessary to provide vehicular access to the site may be permitted along the street frontage of a building provided that no one-way driveway shall exceed 15 feet in width and no two-way driveway shall exceed 25 feet in width.

In the Springwood Avenue Residential Zone, parking areas shall be accessed from rear lanes wherever feasible. If a lane is not feasible, the parking area must be located in the rear yard with a driveway running along the side of the house. Shared driveways are recommended to reduce the number of street openings.

Automobile Parking Requirements

APRIL 2016: Amended Springwood Avenue Redevelopment Plan

Use	Parking Requirement
Multi-family dwellings	1 space per one bedroom unit
Attached single family dwellings	1.5 spaces per 2 or more bedroom units
Attached two family dwellings	2 spaces
Affordable housing units	3 spaces
Nightclubs and teen clubs	1 space per unit regardless of unit size
Houses of worship	As per City Code Section 30-76.3.0
Schools	As per City Code Section 30-76.3.1
	1.5 spaces per worker employed or to be employed at any one time
All other non-residential uses	1 space per every 500 square feet of gross floor area

Residential support services providing services for the residents of a development project are exempt from parking requirements due to the proximity of the users.

Bicycle Parking Requirements

According to the 2000 US Census, residents of 2,449 of the 6,754 housing units in Asbury Park do not own a vehicle. In order to accommodate this significant population, many of whom that may use a bicycle as their primary means of transportation, on-site bicycle parking shall be required in the amount of one (1) bicycle parking space (bicycle rack or locker) for every 1,000 square feet of gross floor area of non-residential development. In addition, all multifamily dwellings shall provide accessible accommodations for storing bicycles at a minimum of two bicycles per unit.

Alternatives Approaches to Meeting the Off-Street Parking Requirement

In the Springwood Avenue Gateway Zone and Springwood Avenue Neighborhood Commercial Zone, a shared parking allowance will be made when weekday uses are combined with evening and weekend uses in the same building. The number of off-street parking spaces serving multiple uses on the same lot may be reduced through shared parking arrangements. Shared parking allows for more efficient use of the land, rather than providing dedicated parking spaces for each separate use. Fifty percent (50%) of the parking requirement for the evening and weekend use of the building may be met by the

RESOLUTION CITY OF ASBURY PARK PLANNING BOARD

WHEREAS, the City Council of the City of Asbury Park authorized the Planning Board by Resolution #2018-103 to undertake a review of proposed amendments to the Springwood Avenue Redevelopment Plan, hereinafter referred to as the "Plan", pursuant to the requirements set forth in N.J.S.A. 40A:12A-7e; and

WHEREAS, said statute requires that the Planning Board prepare and transmit a report back to the Governing Body; and

WHEREAS, said statute does further require that the report of the Planning Board include an identification of any provision or provisions set forth in the proposed amendments to the Plan which are inconsistent with the City Master Plan and contain recommendations concerning those inconsistencies and any other matters as the Board deems appropriate; and

WHEREAS, the Board conducted a public hearing on the proposed amendments to the Plan on March 26, 2018, at which hearing the amendments were presented Michele Alonso, PP/AICP, Director of Planning and Redevelopment of the City of Asbury Park on behalf of the Governing Body of the City of Asbury Park; and

WHEREAS, based upon the foregoing the Board hereby makes the following findings and recommendations to the Mayor and City Council:

page 27 - Permit the Accessory Uses & Structures - single family units - permit a single unit above the garage accessory to principal use.
page 32 - Parking - Chart - strike out "attached" - keep as "single family dwelling" and "two family dwelling"

NOW, THEREFORE BE IT RESOLVED, by the Planning Board of the City of Asbury Park that it hereby adopts the aforementioned findings and recommendations; and

BE IT FURTHER RESOLVED that the Board hereby directs its Secretary to transmit this Resolution to the Clerk of the City of Asbury Park pursuant to the Statute first mentioned above forthwith.

Michael Manzella offered a motion to authorize the foregoing action of the Board which motion was seconded by *Baller Krzak*.

The members of the Board who voted in favor of the foregoing action of the Board are authorized to vote for the adoption of this Resolution. Those members are:

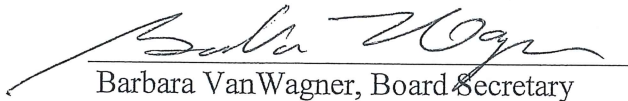
J. Clayton, M. Manzella, T. Syphax, T. Penello, A. Taylor,
J. B. Krak, A. McLeod.

Ayes: J. Clayton, M. Manzella, T. Syphax, T. Penello, A. Taylor,
J. B. Krak, A. McLeod.

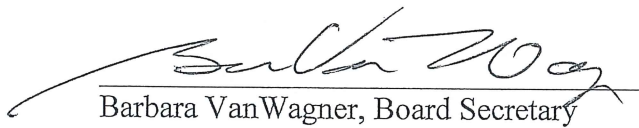
Nays:

Abstain:

March 26, 2018.


 Barbara VanWagner, Board Secretary

I certify this to be a true copy of the written Resolution adopted by the City of Asbury Park Planning Board on March 26, 2018.


 Barbara VanWagner, Board Secretary



**Asbury Park, New Jersey
ORDINANCE NO. 2018-25**

**AUTHORIZING THE CITY OF ASBURY PARK TO CONVEY AN EASEMENT OVER
CERTAIN PORTIONS OF THE PUBLIC RIGHT-OF-WAY AREA ADJACENT TO
THE PROPERTY LOCATED AT 545 LAKE AVENUE (TO BE KNOWN AS BLOCK
3105, LOT 4.02).**

WHEREAS, on June 12, 2017, the Asbury Park Planning Board adopted a Resolution memorializing the approval of an application made by Cookman Community Development Urban Renewal, LLC (the “Developer”), for minor subdivision and preliminary and final site plan approval relating to certain development (referenced as the “development project”) of the property located at 545 Lake Avenue, which was formerly part of the property known and designated as Block 3105, Lot 4 on the Official Asbury Park Tax Map (the “Tax Map”) and which will now be known and designated as Block 3105, Lot 4.02 on the Tax Map (the “Property”); and

WHEREAS, the property is located in the Central Business District Redevelopment Area (the “CBD Zone or District”); and

WHEREAS, the above-referenced Resolution of approval contained a condition that any encroachments into any public right-of-way areas (over which the City has jurisdiction) must be approved by the Mayor and Council of the City of Asbury Park (the “City”); and

WHEREAS, the development project includes the construction of a stairway which is proposed to encroach into the public right-of-way area by approximately 55.8 square feet; and

WHEREAS, the development project also includes the construction of a handicap ramp which is proposed to encroach into the public right-of-way area by approximately 124.7 square feet; and

WHEREAS, the encroachments are described in more detail in a legal description prepared by Joseph Mele, PE, PLS, PP, of Dresdner Robin, dated September 28, 2017, a copy of which is attached hereto as Exhibit “A,”; and

WHEREAS, the encroachments are depicted in more detail on a map entitled, “Proposed Franchise Area Plan,” dated September 28, 2017, as prepared by Joseph Mele, PE, PLS, PP, a copy of which is attached hereto as Exhibit “B”; and

WHEREAS, the Developer has requested that the City allow it to develop the property with the encroachments referenced above, and as described and depicted in the attached Exhibits; and

WHEREAS, the Mayor and Council have previously determined to consider requests for encroachment into the public right-of-way areas on a case-by-case basis; and

WHEREAS, with respect to the within application, the Mayor and Council have determined the following:

- (1) The within proposed encroachments into the public right-of-way shall not interfere with the ability of the public to utilize the sidewalks or other public areas that are adjacent to the proposed development; and
- (2) The encroachments are needed in order to provide for a stairway and handicap ramp to be constructed as part of the development, as well as for the applicant to be compliant with ADA regulations concerning handicap access; and
- (3) The area of the proposed encroachments is de minimus; and
- (4) The combined area of the proposed encroachments is less than the minimum size required for development under the applicable municipal development regulations and is without any capital improvement(s) thereon; and

WHEREAS, as a result, to the extent that the City has jurisdiction over the areas in question and without making any affirmative representations with regard thereto, the Mayor and Council are willing to permit the construction of the stairway and handicap ramp which are proposed to encroach into any public right-of-way areas that are under the City's jurisdiction, as referenced above, and as described and depicted in the attached Exhibits, for the nominal consideration of One Dollar (\$1.00), with the condition that the easement area shall only be used for the stairway and ramp and for no other purpose, and pursuant to the other terms and conditions set forth herein; and

WHEREAS, the purpose of this Ordinance is to confirm said conditional approval and to grant the necessary easement, in accordance with the New Jersey Local Lands and Buildings Law, N.J.S.A. 40A:12-1, *et seq.*; and

WHEREAS, the Mayor and City Council do not wish for the granting of this easement to serve as a precedent for further encroachments into the City's right-of-way areas elsewhere in the City, but rather declare that any and all such requests must be carefully reviewed by the Governing Body and considered strictly on a case-by-case basis, and that any such requests shall be granted only where substantial reasons are shown to justify and warrant the granting of the easement.

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

1. That, to the extent that the City has jurisdiction over the areas in question and without making any affirmative representations with regard thereto, the City, pursuant to the *New Jersey Local Lands and Buildings Law*, N.J.S.A. 40A:12-1, *et seq.*, and specifically N.J.S.A. 40A:12-13(b)(5), hereby authorizes the conveyance of an easement to the applicant, for the nominal consideration of One Dollar (\$1.00), over

- certain portions of the public right-of-way areas that are adjacent to the property, as more particularly described in the legal description attached hereto as Exhibit "A" and as depicted on Exhibit "B," in order to allow for the construction of a stairway and handicap ramp as part of the development project, with the condition that the easement area shall only be used for the stairway and ramp and for no other purpose, and pursuant to the other terms and conditions set forth herein.
2. That the Mayor is hereby authorized to execute, and the Municipal Clerk to attest, any and all documents that are necessary in order to effectuate the granting of this easement, which documents shall be in a form satisfactory to the City Attorney.
 3. That, following proper execution and notarization of the necessary easement documents, the same shall be recorded with the Monmouth County Clerk's Office.
 4. That all other City officials and employees are hereby authorized to undertake any activities that are necessary in furtherance of the intentions of the within Ordinance.
 5. That this Ordinance shall become effective twenty (20) days following its final passage, in accordance with N.J.S.A. 40:69A-181(b).
 6. 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.
 7. That all other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

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 ORDINANCE NO. 2018-25 which was finally adopted by the City Council at a meeting held on the 23rd day of May, 2018

CINDY A. DYE
CITY CLERK

September 28, 2017

Job No. 10558-001

DEED DESCRIPTION
Proposed Franchise Area
for Lot 4, Block 3105

City of Asbury Park, Monmouth County, New Jersey

**DRESDNER
ROBIN**

LOCATION OF PROPOSED STAIRWAY WITHIN LAKE AVENUE R.O.W.

BEGINNING at a point, said point being along the northerly side of Lake Avenue (75 feet wide R.O.W.), and a distance of 263.00 feet east of the intersection of the easterly line of Emory Street (100 feet wide R.O.W.) and the northerly line of Lake Avenue (75 feet wide R.O.W.) and running, thence;

1. Along said northerly line of Lake Avenue, North 62 degrees 17 minutes 27 seconds East, 10.00 feet, thence;
2. South 27 degrees 42 minutes 33 seconds East, 5.58 feet, thence;
3. South 62 degrees 17 minutes 27 seconds West, 10.00 feet, thence;
4. North 27 degrees 42 minutes 33 seconds West, 5.58 feet to the herein described point and place of BEGINNING.

Containing 55.8 square feet.

LOCATION OF PROPOSED ADA RAMP WITHIN LAKE AVENUE R.O.W.

BEGINNING at a point, said point being along the northerly side of Lake Avenue (75 feet wide R.O.W.), and a distance of 283.12 feet east of the intersection of the easterly line of Emory Street (100 feet wide R.O.W.) and the northerly line of Lake Avenue (75 feet wide R.O.W.) and running, thence;

1. Along said northerly line of Lake Avenue, North 62 degrees 17 minutes 27 seconds East, 21.81 feet, thence;
2. South 27 degrees 42 minutes 33 seconds East, 5.72 feet, thence;
3. South 62 degrees 17 minutes 27 seconds West, 21.81 feet, thence;
4. North 27 degrees 42 minutes 33 seconds West, 5.72 feet to the herein described point and place of BEGINNING.

Containing 124.7 square feet.

This description was prepared in accordance with a map titled, "Proposed Franchise Area Plan, Exhibit A-1 for Lot 4, Block 3105, City of Asbury Park, Monmouth County, New Jersey", dated September 19, 2017, prepared by Dresdner Robin.

for Mele 9-28-2017

Joseph Mele, PE, PLS, PP Date
Professional Engineer and Land Surveyor
N.J. License Number 04323900

Engineering
Environmental
Planning
Land Survey
Landscape
Architecture
Real Estate
Consulting

1 Evertrust Plaza
Suite 901
Jersey City, NJ 07302
201.217.9200
Fax: 201.217.9607

603 Mattison Ave
Suite 316
Asbury Park, NJ 07712
732.988.7020
732.988.7032 FAX

535 Route 38 East
Suite 208
Cherry Hill, NJ 08002
856.488.6200
856.488.4302 FAX

55 Lane Road
Suite 220
Fairfield, NJ 07004
973.696.2600
973.696.1362 FAX

DresdnerRobin.com



DESCRIPTION OF PROPOSED FRANCHISE AREAS:

- 1. N 62° 17' 27" E 10.00
- 2. S 27° 42' 33" E 5.58
- 3. S 62° 17' 27" W 10.00
- 4. N 27° 42' 33" W 5.58
- 5. N 62° 17' 27" E 21.81
- 6. S 27° 42' 33" E 5.72
- 7. S 62° 17' 27" W 21.81
- 8. N 27° 42' 33" W 5.72

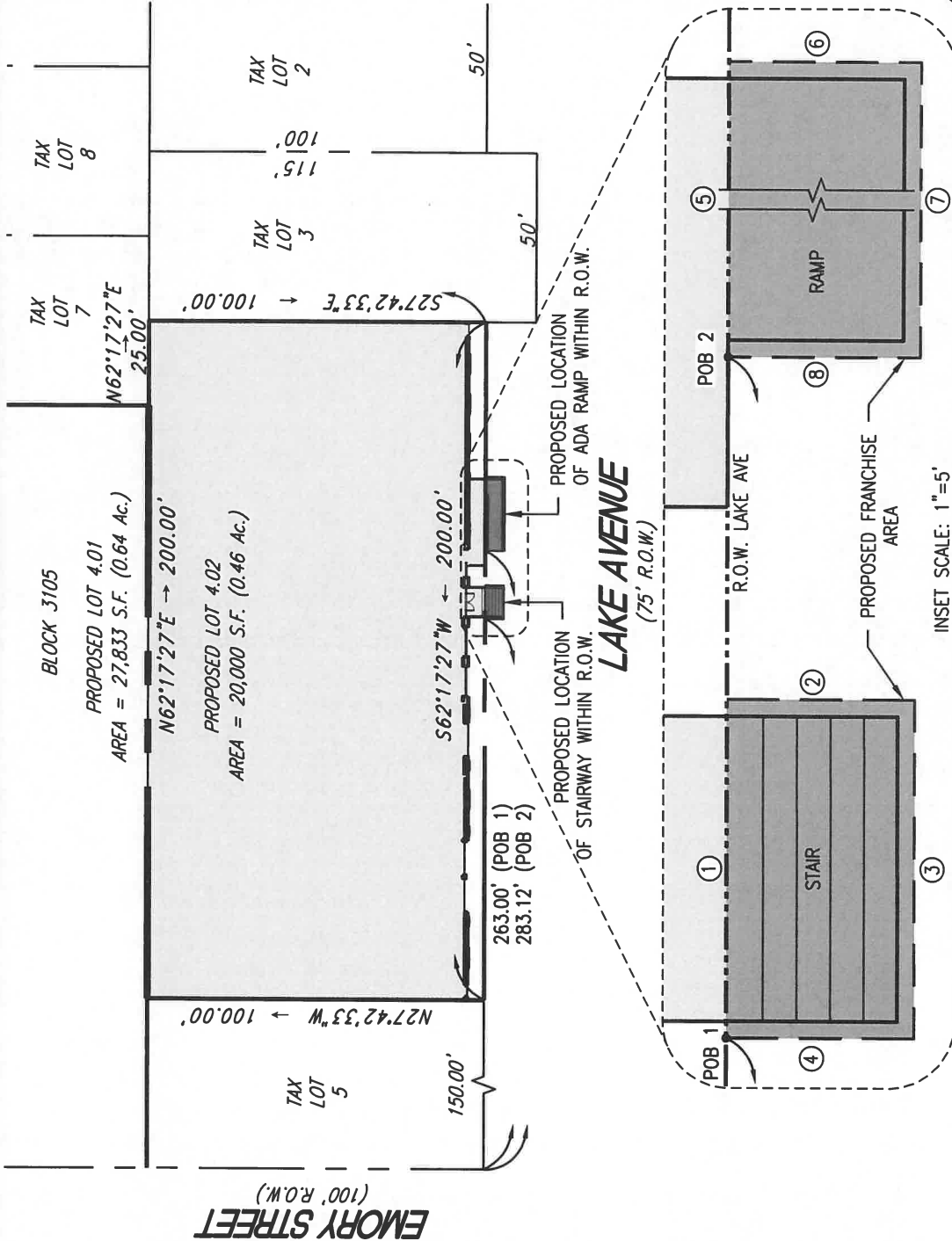
REFERENCES:

- 1. BOUNDARY AND EXISTING CONDITIONS BASED ON MAP TITLED "BOUNDARY AND TOPOGRAPHIC SURVEY, TAX LOT 4, TAX BLOCK 3105, CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY" PREPARED BY GTS CONSULTANTS, DATED 4/9/2015.
- 2. ARCHITECTURAL DRAWINGS TITLED, "545 LAKE AVENUE, PROPOSED RESIDENTIAL DEVELOPMENT, ASBURY PARK, NJ 07712", PREPARED BY JOSE CARBALLO ARCHITECTURAL GROUP, DATED 4/11/2017.



Joseph Mele 9-28-2017
JOSEPH MELE
PROFESSIONAL ENGINEER & LAND SURVEYOR
NJ LICENSE NUMBER 24GB0432900

DRAWING NAME: PROPOSED FRANCHISE AREA PLAN EXHIBIT A-1	
DRWN BY: JPL	CHKD BY: JM
SCALE: 1"=50'	DATE: 9-19-2017
JOB NO: 10558-001	SHEET 1 OF 1



PROJECT: 545 LAKE AVENUE	OWNER/APPLICANT: COOKMAN COMMUNITY DEVELOPMENT URBAN RENEWAL, LLC 165 W 73RD STREET NEW YORK, NY 10023
LOCATION: 545 LAKE AVENUE BLOCK 3105, LOT 4 CITY OF ASBURY PARK MONMOUTH COUNTY, NEW JERSEY	

DRAWING NAME: PROPOSED FRANCHISE AREA PLAN EXHIBIT A-1	
DRWN BY: JPL	CHKD BY: JM
SCALE: 1"=50'	DATE: 9-19-2017
JOB NO: 10558-001	SHEET 1 OF 1

OWNER/APPLICANT: COOKMAN COMMUNITY DEVELOPMENT URBAN RENEWAL, LLC 165 W 73RD STREET NEW YORK, NY 10023	
DRESNER ROBIN Engineering, Environmental, Planning, Surveying and Landscape Architecture 1 EVERTRUST PLAZA, SUITE 901 JERSEY CITY, NJ 07302 T: 201 217 9200 F: 201 217 9607	



**Asbury Park, New Jersey
ORDINANCE NO. 2018-26**

AN ORDINANCE AMENDING ORDINANCE 2015-13 OF THE CITY OF ASBURY PARK, AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO SPECIAL ASSESSMENT AGREEMENT IN CONNECTION WITH THE SPECIAL ASSESSMENT OF THE COST OF CERTAIN WASTEWATER, STORMWATER, ROADWAY, STREETScape, UTILITY AND OTHER INFRASTRUCTURE IMPROVEMENTS ON BLOCK 4104, LOTS 3-7, 10 & 11 WITHIN THE ASBURY PARK WATERFRONT REDEVELOPMENT AREA

WHEREAS, on May 13, 2015, the City adopted Ordinance 2015-13 entitled “**AN ORDINANCE OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY, PROVIDING FOR THE SPECIAL ASSESSMENT OF THE COST OF CERTAIN WASTEWATER, STORMWATER, ROADWAY, STREETScape, UTILITY AND OTHER INFRASTRUCTURE IMPROVEMENTS ON BLOCK 4104, LOTS 3-7, 10 & 11 WITHIN THE ASBURY PARK WATERFRONT REDEVELOPMENT AREA AND ESTABLISHING A MECHANISM FOR PAYMENT OF THE COST THEREOF**” (the “**Initial Ordinance**”), which in part authorized the execution of a Special Assessment Agreement dated January 5, 2016 (the “**Initial Agreement**”); and

WHEREAS, the parties to the Initial Agreement wish to authorize an amendment thereto (the “**First Amendment**”) in order to increase the amount of the Unpledged Portion of the Special Assessment, as defined therein, due thereunder, subject to its terms, and to make certain other changes to the Initial Agreement in connection therewith,

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY, AS FOLLOWS:

Section 1. The defined terms set forth in the recitals contained in this ordinance are incorporated by reference as if set forth at length herein, and all capitalized terms not defined herein shall be ascribed the meaning given to such terms in the Initial Ordinance.

Section 2. The Mayor is hereby authorized and directed to execute the First Amendment in substantially the form attached hereto as Exhibit A, together with such changes, modifications or revisions as may be necessary or appropriate in consultation with the City’s redevelopment counsel. The City Clerk is hereby authorized and directed to attest to the signature of the Mayor and to affix the corporate seal of the City upon the First Amendment.

Section 3. Except as expressly modified herein, the Initial Ordinance and the Initial Agreement remain in full force and effect and binding in accordance with their terms.

Section 4. If any one or more of the provisions herein contained shall be held to be illegal or invalid in a final proceeding, then such provisions shall be null and void and shall be deemed separable from the remaining provisions of this ordinance and shall in no way affect the validity of any of the other provisions hereof.

Section 5. This ordinance shall take effect as provided by law.

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 ORDINANCE NO. 2018-26 which was finally adopted by the City Council at a meeting held on the 23rd day of May, 2018

CINDY A. DYE
CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, May 23, 2018
WORK SESSION

Announcement by the City Clerk

Attendee Name	Title	Status	Arrived
Eileen Chapman	Councilmember	Present	
Yvonne Clayton	Councilmember	Present	
Jesse Kendle	Councilmember	Present	
Amy Quinn	Deputy Mayor	Present	
John Moor	Mayor	Present	
Cindy Dye	City Clerk	Present	
Michael Capabianco	City Manager	Present	
Frederick Raffetto	City Attorney	Present	

City Clerk Cindy Dye called the meeting to order at 6:00 PM.

Proclamation Recognizing Haitian American Month

The Mayor and City Council presented a proclamation recognizing Haitian American Month.

Proclamation Recognizing 1st National Gun Violence Awareness Day

The Mayor and City Council presented a proclamation recognizing the 1st National Gun Violence Awareness Day.

Special Event Applications

Leesha Floyd discussed the special event applications for this evenings agenda with the Council.

Items to be presented by Transportation Planner Michael Manzella

1. Electric Vehicle Charging and Car Share

City Transportation Planner Michael Manzella discussed the proposal for electric vehicle charging and car share with the City Council.

Items to be presented by Rodney Saloman, Co-Founder of Konscious Youth Development & Services

Rodney Saloman and Michael Mills discussed the services provided by Konscious Youth Development & Services with the City Council.

City Manager's Report on Issues Raised at Prior Council Meeting(s)

City Manager Capabianco stated that there were no issues.

Review of Agenda Items for May 23, 2018 Regular Meeting

City Manager Capabianco reviewed the agenda for this evening's meeting.

Matters from City Council

Council Member Chapman stated that there will be a Memorial Day Services at Fireman's Memorial Park on Monday May 28 @ 9 a.m.

Council Member Clayton wished everyone wonderful holiday.

Mayor Moor questioned if the City was any closer to closing of the property on the corner of Springwood and Memorial. City Manager Capabianco provided an update.

Matters from City Manager

City Manager Capabianco had no matters.

Matters from City Attorney

City Attorney Raffetto had no matters.

Regular Meeting begins at 7 p.m.

Respectfully submitted by:

Cindy A. Dye, RMC, City Clerk

ELECTRIC VEHICLE CHARGING & CAR SHARE

Proposed Locations – Phase I
May 2018

CBD – Proposed Location



Occupancy
Heat Map

April –
Sept. 2017

CBD – Proposed Location



700 Block – Mattison Avenue

CBD – Proposed Location



Waterfront – Proposed Location



Occupancy
Heat Map

Sep. 2017
April 2018

Waterfront – Proposed Location



Waterfront – Proposed Location



Springwood Ave. – Proposed Location



1300 Block – Mattison Avenue

Springwood Ave. – Proposed Location





Minutes
Meeting of the Municipal Council
Wednesday, May 23, 2018
REGULAR MEETING

Executive Session - 4:00 p.m.

2018-192 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

Attendee Name	Title	Status	Arrived
Eileen Chapman	Councilmember	Present	
Yvonne Clayton	Councilmember	Present	
Jesse Kendle	Councilmember	Present	
Amy Quinn	Deputy Mayor	Present	
John Moor	Mayor	Present	
Cindy Dye	City Clerk	Present	
Michael Capabianco	City Manager	Present	
Frederick Raffetto	City Attorney	Present	

City Clerk Cindy Dye called the meeting to order at 7:00 PM.

**PRESENTATION BY HARRY J DELGADO, ED.S., ACCREDITATION PROGRAM
DIRECTOR
NJSACOP, PRESENTING THE CITY OF ASBURY PARK WITH THE ACCREDITATION
CERTIFICATE**

Harry J. Delgado, Accreditation Program Director NJSOCOP presented the City with the Accreditation Certificate for the Police Department.

PUBLIC PARTICIPATION

Motion made by Council Member Clayton and seconded by Council Member Chapman to open the meeting to the public.

The following members of the public spoke: Trip Brooks, Annette Hurrell, Gabriella Cuchenella, Rita Marano, Lee Rosha, Curtis Moreland, Debbie Clifton, Jerry Scarano, Shonda Deal and Ernest Mignoli.

Motion made by Deputy Mayor Quinn and seconded by Council Member Chapman to close the meeting to the public.

MINUTES

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

1. Executive Minutes of May 9, 2018 4:00 PM
2. Municipal Council - Work Session - May 9, 2018 6:00 PM
3. Municipal Council - Regular Meeting - May 9, 2018 7:00 PM

CONSENT AGENDA RESOLUTIONS

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

2018-193 Resolution Approving Special Event Applications

2018-194 Resolution to Credit Sewer Account Block 3306 Lot 2 302 First Avenue

2018-195 Resolution Approving Ohana Kitschen Company 2017-2018 Liquor License Renewals

2018-196 Appointing Members to the Zoning Board of Adjustment

Regular Member - Jennifer Souder - Term to expire on December 31, 2018

“Alternate No. 2” - Christopher Gonzales - Term to expire on December 31, 2018.

2018-197 Resolution Authorizing the Disposition of Surplus Property - Electronics

INDIVIDUAL RESOLUTIONS

2018-198 Resolution Approving Payment of Bills

Council Member Chapman abstains from POs 18-00372; 18-00373; 18-01168; 18-00374 and 18-01487

RESULT:	ADOPTED [4 TO 1]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle, Amy Quinn
NAYS:	John Moor

2018-187 Resolution Adopting the Personnel Policy for 2018

RESULT:	TABLED [UNANIMOUS]
	Next: 6/13/2018 7:00 PM
MOVER:	John Moor, Mayor
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2018-199 Resolution Designating Jitney Routes for 2018

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

2018-200 Resolution Adopting Environmentally Preferable Purchasing Policy (Green Purchasing Policy)

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

2018-201 Resolution Awarding a contract to Monmouth County for road repaving

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

2018-202 Resolution Authorizing Change Order Number 1 for the Firehouse Lintel Project

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

2018-203 Resolution Approving Change Order #3 for Fourth Avenue Improvements

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

2018-204 Resolution Approving Change Order #4 for Fourth Avenue Improvements

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

2018-205 A Resolution of the City of Asbury Park Releasing the Performance Bond for Asbury Lanes located at 1100 Ocean Avenue (Block 4104, Lot 8, 9 & p/o 13 And Accepting Maintenance Guarantee

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

2018-206 Resolution of The City of Asbury Park Authorizing the Execution of An Interim Cost Agreement With Asbury Holdings, LLC, Including Provisions for an Escrow Deposit to Defray The City's Costs Incurred In The Negotiation of A Redevelopment Agreement for 1001 First Avenue- Block 401, Lot 11

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

2018-207 Resolution of the Mayor and City Council of the City of Asbury Park Referring Proposed Amendments of the Main Street 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 [4 TO 1]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle, Amy Quinn
NAYS:	John Moor

2018-208 Resolution Authorizing the Purchase of Asphalt Materials from Stavola Construction Materials Inc. for the Paving of Various Roadways

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

ORDINANCES

Introduction

2018-27 Bond Ordinance Amending and Supplementing Bond Ordinance Number 2018-4 (Which Provides for Various 2018 Capital Improvements) Heretofore Finally Adopted by the City Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey, on February 28, 2018, to Amend the Description Set Forth Therein

Public hearing is scheduled for June 27, 2018.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 6/27/2018 7:00 PM
MOVER:	John Moor, Mayor
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

Second Reading/Public Hearing

2018-15 Adoption of an Amendment to the Waterfront Redevelopment Plan

Deputy Mayor Quinn stated her frustration with the tabling of these ordinances.

RESULT:	TABLED [4 TO 1]
	Next: 6/13/2018 7:00 PM
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle, John Moor
NAYS:	Amy Quinn

2018-20 Amendment No. 1 To 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

Deputy Mayor Quinn stated her frustration with the tabling of these ordinances.

RESULT:	TABLED [4 TO 1]
	Next: 6/13/2018 7:00 PM
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle, John Moor
NAYS:	Amy Quinn

2018-21 An Ordinance of the City of Asbury Park, County of Monmouth and State of New Jersey Adding Chapter Two Section Eighty-Eight "Development Fees" to the Code of the City of Asbury Park

Deputy Mayor Quinn stated her frustration with the tabling of these ordinances.

RESULT:	TABLED [4 TO 1]
	Next: 6/13/2018 7:00 PM
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle, John Moor
NAYS:	Amy Quinn

2018-22 Ordinance of the City of Asbury Park Amending Chapter VIII Establishing Article III: “Jitneys”

Motion made by Deputy Mayor Quinn and seconded by Council Member Chapman to open the Ordinance to the public.

The following members of the public spoke: Rita Marino

Motion made by Council Member Kendle and seconded by Deputy Mayor Quinn to close the Ordinance to the public.

RESULT:	ADOPTED [4 TO 1]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Amy Quinn, John Moor
NAYS:	Jesse Kendle

2018-23 Ordinance of the City of Asbury Park Amending Traffic And Parking Regulations Chapter VII

Motion made by Deputy Mayor Quinn and seconded by Council Member Clayton to open the Ordinance to the public.

No one from the public spoke.

Motion made by Deputy Mayor Quinn and seconded by Council Member Clayton to close the Ordinance to the public.

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

2018-24 Ordinance of the City of Asbury Park Adopting an Amendment to the Springwood Avenue Redevelopment Plan

Motion made by Council Member Kendle and seconded by Council Member Chapman to open the Ordinance to the public.

No one from the public spoke.

Motion made by Deputy Mayor Quinn and seconded by Council Member Clayton to close the Ordinance to the public.

RESULT:	ADOPTED [4 TO 1]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle, Amy Quinn
NAYS:	John Moor

2018-25 Authorizing The City Of Asbury Park To Convey An Easement Over Certain Portions Of The Public Right-Of-Way Area Adjacent To the Property Located At 545 Lake Avenue (To Be Known As Block 3105, Lot 4.02).

RESULT:	TABLED [UNANIMOUS]
	Next: 6/13/2018 7:00 PM
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2018-26 An Ordinance Amending Ordinance 2015-13 of the City of Asbury Park, Authorizing the Execution of a First Amendment to Special Assessment Agreement in Connection with the Special Assessment of the Cost of Certain Wastewater, Stormwater, Roadway, Streetscape, Utility and other Infrastructure Improvements on Block 4104, Lots 3-7, 10 & 11 within the Asbury Park Waterfront Redevelopment Area

Motion made by Deputy Mayor Quinn and seconded by Council Member Kendle to open the Ordinance to the public.

No one from the public spoke.

Motion made by Deputy Mayor Quinn and seconded by Council Member Kendle to close the Ordinance to the public.

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

ADJOURNMENT

The meeting was adjourned at 8:15 PM

Respectfully submitted by:

Cindy A. Dye, RMC, City Clerk