



Agenda
Meeting of the Municipal Council
Wednesday, May 24, 2023
REGULAR MEETING 6:00 PM

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

2023-238 Resolution Authorizing a meeting which excludes the public

A. Public Safety

1. Police Monthly Report April 2023

B. Contract Negotiations

1. Verizon Wireless at 1700 Kingsley Street, Block 4304, Lot 1
2. Homesick Parklet Proposal

C. Litigation

1. Breakwater Treatment & Wellness Corp V. Asbury Park Zoning Board of Adjustment
2. JLD Investment Group, LLC v. City of Asbury Park; City of Asbury Park Planning Board
3. Mount Laurel Declaratory Lawsuit

D. Attorney-Client Privilege

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

Call to Order/Roll Call

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

As to comply with the "Open Public Meetings Act," Chapter 231, P.L. 1975, adequate Notice of this meeting has been provided in the following manner: The Annual Notice was forwarded to the Asbury Park Press, The Coaster and The Star Ledger on January 3, 2023, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

Special Event Applications:

Items to be Presented:

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

III. Regular Meeting

A. Public Participation

B. Minutes

- Municipal Council- Executive Meeting May 10, 2023 4:00 PM
- Municipal Council - Regular Meeting - May 10, 2023 6:00 PM

C. Consent Agenda Resolutions

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

2023-239 Resolution Approving Special Event Applications

2023-240 Resolution Amending Temporary Budget Appropriations for 2023 Budget

2023-241 Resolution Authorizing the Repairs to the 2014 Senior Center Bus

2023-242 Resolution Authorizing Cleaning Services to the Existing AC System at the Municipal Building

D. Individual Resolutions

2023-243 Resolution Approving Payment of Bills

2023-244 Resolution Approving Change Order #1 with Arcari + Iovino for the Transportation Renovations

2023-245 Resolution Authorizing Payment for Emergency Sewer Repairs Needed at Langford and Monroe Avenue

2023-246 Resolution Authorizing the Replacement of Windows at the Boxing Gym

2023-247 Resolution Authorizing the Tinting of Walkway Skylights located on the Second Floor of the Municipal Building

2023-248 Supplemental Resolution Authorizing The Issuance Of One Or More Series Of Additional Non-Recourse Redevelopment Area Bonds Of The City Of Asbury Park In An Aggregate Principal Amount Not To Exceed

\$1,500,000 (Waterfront Redevelopment Area Infrastructure Project) In Connection With A Project Being Undertaken In The City By K. Hovnanian's Baltic At Asbury Park Urban Renewal, Llc And As A Portion Of Non-Recourse Redevelopment Area Bonds Of The City Previously Approved Pursuant To A Resolution Duly Adopted By The City Council On February 20, 2013

- 2023-249 Supplemental Resolution Authorizing The Issuance Of One Or More Series Of Additional Non-Recourse Redevelopment Area Bonds Of The City Of Asbury Park In An Aggregate Principal Amount Not To Exceed \$2,000,000 (Waterfront Redevelopment Area Infrastructure Project) In Connection With A Project Being Undertaken In The City By K. Hovnanian's Aegean At Asbury Park Urban Renewal, Llc And As A Portion Of Non-Recourse Redevelopment Area Bonds Of The City Previously Approved Pursuant To A Resolution Duly Adopted By The City Council On February 20, 2013
- 2023-250 Resolution Of The City Of Asbury Park Declaring Its Official Intent To Reimburse Expenditures For Project Costs From The Proceeds Of RAB Bonds
- 2023-251 Resolution Of The City Of Asbury Park Making Application To The Local Finance Board Seeking Authorization For Not To Exceed \$4,500,000 Redevelopment Area Bonds To Finance The Construction And Installation Of Certain Infrastructure Improvements Within A Portion Of The Asbury Park Waterfront Redevelopment Area Pursuant To N.J.S.A. 40a:12a-29(A)(3) And N.J.S.A. 40a:12a-67
- 2023-252 Resolution Authorizing The Execution Of A Memorandum Of Understanding Between City Of Asbury Park And The Housing Authority Of The City Of Asbury Park
- 2023-253 Resolution of the Mayor and City Council of the City of Asbury Park to Enter into an Estoppel and Recognition Agreement (Regarding the Master Developer Agreement and the Subsequent Developer Agreement) with 1150 Kingsley Senior Investors, L.P. as the Lender for AP Block 4001 Venture Urban Renewal, LLC in Connection with the Development of Property Located at Block 4001, Lots 2.01, 2.02, and 2.03 (fka Lots 2-15).
- 2023-254 Resolution of the Mayor and City Council of the City of Asbury Park to Enter into a Recognition Agreement (Regarding the Financial Agreement) with 1150 Kingsley Senior Investors, L.P. as the Lender for AP Block 4001 Venture Urban Renewal, LLC in connection with the Development of Property Located at Block 4001, Lots 2.01, 2.02, and 2.03 (fka Lots 2-15)
- 2023-255 Resolution Authorizing Lease Agreement with Interfaith Neighbors, Inc. (Kula Urban Farm Project) Concerning A Vacant Parcel of City-Owned Property Located At 1219 Springwood Avenue (Block 1103, Lot 49).
- 2023-256 Resolution Supporting Community Solar in The City of Asbury Park

- 2023-257 Resolution Authorizing The City Of Asbury Park To Execute A Revocable License Agreement To Permit A Limited Encroachment Into The Right-Of-Way Area (Including Air Space) Along A Portion Of Langford Street, To Benefit The Property Located At 929 Asbury Avenue (Block 403, Lot 11), Asbury Park, New Jersey.
- 2023-258 Resolution Of The Mayor And Council Of The City Of Asbury Park Expressing The Intent Of The City To Utilize/Earmark Remaining Funds Received Through The American Rescue Plan

E. Ordinances

1. Introduction

- 2023-15 Ordinance Of The City Of Asbury Park Amending And Supplementing Section 4-10, Entitled “Permits For Special Events,” Of Chapter 4, “General Licensing,” Of “The Code Of The City Of Asbury Park”
- 2023-21 Ordinance of the City of Asbury Park Amending Chapter VII of the Code of the City of Asbury Park Regarding Traffic Regulations to designate Sunset Drive One-Way
- 2023-22 Ordinance 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 521 Lake Avenue (Block 3105, Lot 4.02), F/K/A 545 Lake Avenue (Block 3105, Lot 4).
- 2023-23 Ordinance Of The City Of Asbury Park Amending And Supplementing Chapter 8, Entitled “Taxicabs, Liveries And Valet Parking.”

2. Second Reading/Public Hearing

- 2023-19 BOND ORDINANCE PROVIDING FOR VARIOUS PARK IMPROVEMENTS, BY AND IN THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY; APPROPRIATING \$600,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$571,428 BONDS OR NOTES OF THE CITY TO FINANCE PART OF THE COST THEREOF
- 2023-20 Ordinance Of The City Of Asbury Park Amending Section 10, Entitled “Special Duty Assignments,” Of Article V, “Departments And Divisions,” Of Chapter 2, “Administration,” Of “The Code Of The City Of Asbury Park”

F. Adjournment

**RESOLUTION NO. 2023-238****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 24, 2023 at 6:00 PM in the Council Chambers located at 1 Municipal Plaza, Asbury Park, New Jersey, that will be limited only to consideration of an items or items with respect to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

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

A. Public Safety:

1. Police Monthly Report April 2023

B. Contract Negotiations:

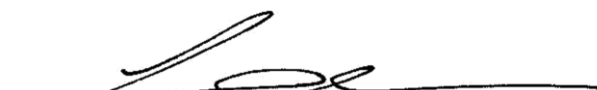
1. Verizon Wireless at 1700 Kingsley Street, Block 4304, Lot 1
2. Homesick Parklet Proposal

C. Litigation

1. Breakwater Treatment & Wellness Corp V. Asbury Park Zoning Board of Adjustment
2. JLD Investment Group, LLC v. City of Asbury Park; City of Asbury Park Planning Board
3. Mount Laurel Declaratory Lawsuit

D. Attorney-Client Privilege:

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


Lisa Esposito, City Clerk 5/25/2023

LISA ESPOSITO
CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, May 10, 2023
REGULAR MEETING

Executive Session - 4:00 p.m.

2023-224 Resolution Authorizing a meeting which excludes the public

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

Workshop Session - 6:00 p.m.

Call to Order/Roll Call

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

City Clerk Lisa Esposito called the meeting to order at 6:15 PM.

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

SPECIAL EVENT APPLICATIONS:

Fire Chief, Kevin Keddy presented special events applications to Mayor and Council.

Minutes Acceptance: Minutes of May 10, 2023 6:00 PM (Minutes)

ITEMS TO BE PRESENTED:**Matters from City Council**

Council member Ahbez-Anderson stated, First I would like to say good evening everyone and I understand there is a very special person in the audience today, her name is Rita and it is your birthday. So on behalf of the Mayor and Council and Chief Keddy and Fred we would like to wish you a very happy birthday. So you can say whatever you need to say for public participation we just wanted to wish you a happy birthday.

Council member Chapman stated, Hi everyone and happy birthday Rita. So on May 13th there is going to be a clean up at Wesley Lake, we are going to meet at 10am at the biergarten to clean up in and around Wesley Lake and get ready for the Summer and also the community farm stand also opens on May 13th right outside here, that is all.

Council member Clayton had no matters at this time.

Deputy Mayor Quinn stated, I just want to give our heartfelt condolences, Donna's father passed away which is why Kevin is here. We are all sending our condolences to Donna and her family.

Mayor Moor stated, Rita happy birthday. Did you un-friend me on facebook, because I didn't get a notice. I am only kidding, happy birthday Rita, 39 right? I am going to give you 39 extra seconds tonight. I have a couple of things, tomorrow night in this council chambers from 6pm-8pm there is a meeting for anyone who wants to come about safe routes, a very important meeting it has been all over nixle, please attend. There is a bunch of neat events coming up at the senior center so please go to our website and see. I believe there is a Mother's Day luncheon on the 12th, which is Friday and then there is another luncheon on the 25th. The Senior Center is underutilized and under used so hopefully more people will go there and see how great it is. That is all I have, thank you.

Matters from City Manager

Fire Chief, Kevin Keddy had no matters at this time.

Matters from City Attorney

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

PUBLIC PARTICIPATION

A motion was made by Council member Ahbez-Anderson and seconded by Council member Chapman to open the meeting to the public. All were in favor. The following members of the public spoke: Maurice Gilliard made a comment about legal help; Rita Marano made a comment about the Casino Building, T& M engineering, and Ordinance 2023-20 "Special Duty Assignments"; Alissa Delia made a comment about Wesley Lake foot bridge hours; and Kerry Butch made a comment about boardwalk closures, and the recent Asbury Park Board of Education meetings' financial discussions.

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

MINUTES

RESULT:	ADOPTED [4 TO 0]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Angela Ahbez-Anderson, Councilmember
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Yvonne Clayton, John Moor
AWAY:	Amy Quinn

1. Municipal Council- Executive Meeting April 26, 2023 4:00 PM
2. Municipal Council - Regular Meeting - Apr 26, 2023 6:00 PM **Accepted**

CONSENT AGENDA RESOLUTIONS

RESULT:	ADOPTED [4 TO 0]
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Yvonne Clayton, John Moor
AWAY:	Amy Quinn

2023-225 Resolution Approving Special Event Applications

2023-226 Resolution Amending Temporary Budget Appropriations for 2023 Budget

INDIVIDUAL RESOLUTIONS

2023-227 Resolution Approving Payment of Bills

RESULT:	ADOPTED [4 TO 1]
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Yvonne Clayton, Amy Quinn
NAYS:	John Moor

2023-211 Resolution Authorizing the Purchase of Office Furniture for Various Departments Within the City

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

2023-228 Resolution Authorizing Purchase of Wristbands for the Beach Department

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

2023-229 Resolution Authorizing the Purchase a Roll-Off Containers for DPW

Minutes Acceptance: Minutes of May 10, 2023 6:00 PM (Minutes)

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

2023-230 Resolution Authorizing the Annual Renewal of Gunfire Technology with ShotSpotter

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

2023-231 Resolution Authorizing a Professional Services Contract to T&M Associates for Construction Management Services for the New Fire Department Headquarters

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

2023-232 Resolution Awarding of a Contract to Millennium Communications Group for Security Cameras at the New Senior Center Offices

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

2023-233 Resolution Authorizing the Execution of a Shared Service Agreement Between The County of Monmouth, The Township of Neptune, and the City of Asbury Park

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

2023-234 Resolution Authorizing Engenuity Infrastructure To Assist The City Of Asbury Park In Completing A Community Energy Plan.

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

2023-235 Resolution Of The Mayor And Council Of The City Of Asbury Park, Acting As The Waterfront Redevelopment Entity, Amending Resolution No. 2022-226 Adopted By The City Council Of The City Of Asbury Park On May 11, 2022 Regarding The Operation Of The Food Truck Court In The Green Acres Parcel In Block 4502, Lot 1.25, And Referring The Matter To The Planning Board For Appropriate Amended Approvals

RESULT:	ADOPTED [4 TO 0]
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Yvonne Clayton, Amy Quinn
ABSTAIN:	John Moor

2023-236 Resolution Endorsing The Enactment Of Proposed Legislation (A938/S386) To Create The "New Jersey Reparations Task Force"

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

ORDINANCES

Introduction

2023-19 BOND ORDINANCE PROVIDING FOR VARIOUS PARK IMPROVEMENTS, BY AND IN THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY; APPROPRIATING \$600,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$571,428 BONDS OR NOTES OF THE CITY TO FINANCE PART OF THE COST THEREOF

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 5/24/2023 6:00 PM
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2023-20 Ordinance Of The City Of Asbury Park Amending Section 10, Entitled "Special Duty Assignments," Of Article V, "Departments And Divisions," Of Chapter 2, "Administration," Of "The Code Of The City Of Asbury Park"

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 5/24/2023 6:00 PM
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2023 MUNICIPAL BUDGET INTRODUCTION

2023-237 : Resolution 2023-237 Introduction of 2023 Municipal Budget

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

ADJOURNMENT

The meeting was adjourned at 6:52 PM

A motion to close the meeting was made by Deputy Mayor Quinn and seconded Council member Chapman. Meeting adjourned at 6:52 PM.

Respectfully submitted by:

Lisa Esposito, City Clerk

Minutes Acceptance: Minutes of May 10, 2023 6:00 PM (Minutes)



RESOLUTION NO. 2023-239

**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 24, 2023 the following Special Events Applications were presented for approval by the Director of Recreation:

1. Interfaith Neighbors Launch Center Grand Opening
2. AP Concert Band-Bradley Park
3. AP summer Games
4. Lets jump Double Dutch Contest
5. Cathedral International Ocean Baptism
6. Mind Travel
7. CDI summer info fair
8. Porchapalooza
9. Porchfest
10. Bond Street Block Party
11. AP Fishing Club
12. Wedding: 9/30; 3rd Avenue beach
13. Black Hand Cinema video shoot

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

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

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-239 which was finally adopted by the City Council at a meeting held on the 24th day of May, 2023

CERTIFIED BY ME THIS 25th DAY OF May, 2023.



Lisa Esposito, City Clerk 5/24/2023

LISA ESPOSITO
CITY CLERK



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

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

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

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

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

Date of Event: Saturday, June 10, 2023

Rain Date: _____

Time of Event: 12:00 pm to 4:00 pm Setup time: 10:00 am Break-down time: 5:00 pName of Event: Interfaith Neighbors Launch Center GRAND OPENING!Location of Event: [REDACTED]

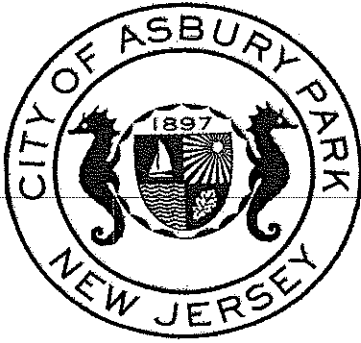
100 block of Atkins Ave

Type of Event (check all that apply):

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

*Wedding applicants only need to complete page 6.

Attachment: cm 524 (2023-239 : Special Event Applications)



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

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

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

Thursdays on:
 Date of Event: 7/6, 7/13, 7/20, 7/27, 8/3, 8/10, 8/17, 8/24, 8/31 Rain Date: _____
 Time of Event: 7:00 PM to 8:30 PM Setup time: 6:30 PM Break-down time: _____

Name of Event: Asbury Park Concert Band

Location of Event: Bradley Park, 5th + Ocean Ave. - across from Wonder

Type of Event (check all that apply):

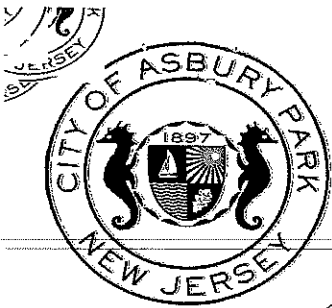
- ☐ Festival
☐ Wedding*
☐ Bike Ride/Race
☐ Rally/Demonstration

- ☐ Parade
☐ Beach Event
☐ Triathlon
☐ Swim Event

- ☐ Foot Race
☒ Concert
☐ Multi Day Event
☐ Other: _____

*Wedding applicants only need to complete page 6.

Attachment: cm 524 (2023-239 : Special Event Applications)



Application fee card: _____

CITY OF ASBURY PARK
SPECIAL EVENT APPLICATION FORM

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

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

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

Date of Event: 8/17/23 - 8/20/23 Rain

Date: _____

Time of Event: 7am to 7pm Setup
time: _____ Break-down time: _____

Name of
Event: ASBURY PARK SUMMER GAMES

Attachment: cm 524 (2023-239 : Special Event Applications)



Date Application Received: _____

Application Fee Paid: _____

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

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

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

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

Date of Event: 07-1-2023 Rain Date: Aug 5, 2023

Time of Event: 12 noon to 4:30 pm Setup time: 10:00 am Break-down time: 4:00 pm

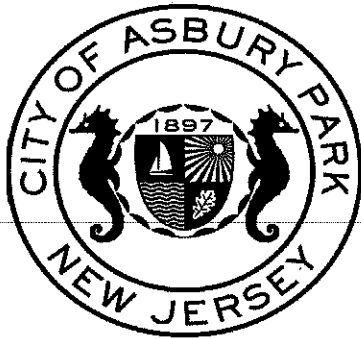
Name of Event: Let's Jump Double Dutch Contest

Location of Event: Spring wood Park

Type of Event (check all that apply):

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

Other: _____



Date Application Received: _____
 Application Fee Paid: _____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

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

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

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

Date of Event: July 23, 2023 _____ Rain Date: _____

July 30, 2023 _____

Time of Event: 12:00 Noon _____ to 2:30pm _____ Setup time: 10:00am _____ Break-down time: 3:00pm _____

Name of Event: Cathedral International Ocean Baptism _____

Location of Event: 6th Avenue Beach _____

Type of Event (check all that apply):

☐ Festival

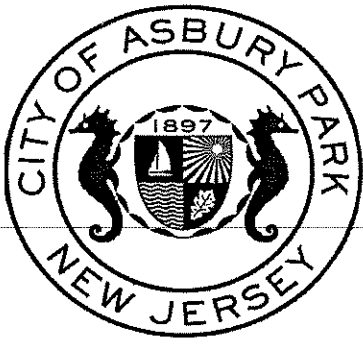
☐ Parade

☐ Foot Race

☐ Wedding*

☒ Beach Event

☐ Concert



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK
SPECIAL EVENT APPLICATION FORM

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

Date of Event: August 20, 2023 Rain Date: August 21, 2023

Time of Event: 7:30pm to 9:30pm Setup time: 5:30pm Break-down time: 9:30pm-11:00pm

Name of Event: MindTravel Live-to-Headphones 'Silent' Piano Experience

Location of Event: 6th Street Beach

Type of Event (check all that apply):

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



Date Application Received: _____

Application Fee Paid: _____

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

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

Date of Event: 6/24/23 Rain Date: n/aTime of Event: 12pm to 3pm Setup time: 10am Break-down time: 4pmName of Event: CDE Summer info fairLocation of Event: Springwood Park

Type of Event (check all that apply):

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

*Wedding applicants only need to complete page 6.

Attachment: cm 524 (2023-239 : Special Event Applications)

Date Application Received: 6/8/22

Application Fee Paid: _____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

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

Date of Event: 09-09-23 Rain Date: 23 or 30th
Time of Event: 1 to 6 Setup time: 10 am Break-down time: 7 pm
Name of Event: PORCHAPA LOOZA
Location of Event: 1119 5th Ave. Asbury Park NJ

Type of Event (check all that apply):

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

*Wedding applicants only need to complete page 6.



Date Application Received:	11/4/21
Application Fee Paid:	—

CITY OF ASBURY PARK
SPECIAL EVENT APPLICATION FORM

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

Date of Event: 9/30/23 Rain Date: ~~9/30/23~~ 10/7/2028

Time of Event: 12pm to 6pm Setup time: — Break-down time: —

Name of Event: Porchfest

Location of Event: Across City

Type of Event (check all that apply):

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

*Wedding applicants only need to complete page 6.

People's Porches

Attachment: cm 524 (2023-239 : Special Event Applications)



Date Application Received: 9/30/23
 Application Fee Paid: _____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

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

Date of Event: 9/9/23 Rain Date: N/A
 Time of Event: 1pm to 10pm Setup time: 10am Break-down time: 10pm
 Name of Event: Bond Street Block Party
 Location of Event: 200 Block Bond St

Type of Event (check all that apply):

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

- ☐ Parade
☐ Beach Event
☐ Triathlon
☐ Swim Event

- ☐ Foot Race
☐ Concert
☐ Multi Day Event
☒ Other: Block Party

*Wedding applicants only need to complete page 6.

for Customer
 Appreciation
 1

Attachment: cm 524 (2023-239 : Special Event Applications)



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

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

Date of Event: October 1 2023 Rain Date: _____

Time of Event: Noon to 4pm Setup time: 11 am Break-down time: 4pm

Name of Event: Asbury Park Fishing Club Celebration

Location of Event: Fishermen's Lot

Type of Event (check all that apply):

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

*Wedding applicants only need to complete page 6.

Attachment: cm 524 (2023-239 : Special Event Applications)



Wedding Ceremony Application

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

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

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

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

Wedding Date: 9/30/23 Ceremony start time: 5:00 End time: 6:00
 Setup time: 12:00 (breakdown and cleanup must be within 2 hours of the conclusion of the ceremony)
 Location of Ceremony: 1st Avenue Beach

☒ YES ☐ NO Will reserved parking spaces be requested? If so, how many spaces 8
 where Ocean Ave b/w 1st and Asbury. Please visit www.cityofasburypark.com to purchase parking spaces (waterfront spaces cannot be reserved between Memorial Day & Labor Day)

Applicant 1- Name & Address: Dennis Sendros; 1375 Kenyon St NW, Apt 521; Washington, DC 20010

Contact #: 97-668-9898

Email Address: dsendros@gmail.com

Applicant 2- Name & Address: Alina George; 1375 Kenyon St NW, Apt 521; Washington, DC 20010

Contact #: 301-219-2974

Email Address: alinacg@gmail.com

of people in wedding party: 5

of people attending wedding: 140

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

☒ Pa system

☒ Archway

☐ Other structures:

☒ Chairs

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

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

Attachment: cm 524 (2023-239 : Special Event Applications)



Date Application Received: _____

Application Fee Paid: _____

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

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

Date of Event: 6/6/23Rain Date: TBDTime of Event: 9AM to 10pmSetup time: 6AMBreak-down time: midnightName of Event: Black Hand Cinema Video shootLocation of Event: Beach - south end / Boardwalk

Type of Event (check all that apply):

☐ Festival☐ Parade☐ Foot Race☐ Wedding*☐ Beach Event☐ Concert☐ Bike Ride/Race☐ Triathlon☐ Multi Day Event☐ Rally/Demonstration☐ Swim Event☐ Other: music video shoot

***Wedding applicants only need to complete page 6.**



APPLICANT INFORMATION

1. Name of Applicant/Organization: Black Hand Cinema, LLC
2. Address of Applicant: 2633 Lincoln Blvd Ste 153
3. Telephone #: _____ Cell Phone #: _____ E-mail: _____
4. Is your organization non-profit? _____ If so, please provide Tax ID# _____
Please attach a copy of your non-profit certificate to the application
5. Describe in detail the type of event you want to stage: music video
shoot with bonfire & fireworks
6. Estimated attendance: 300
7. ☒ YES ☐ NO Will drones be a part of your event?
8. ☒ YES ☐ NO Will there be music or amplified sound associated with your event?
If Yes, please explain what type of amplification will be used: _____

(speakers must be pointed towards the ocean, away from residential housing. No amplified music after 10pm.)
9. ☐ YES ☒ NO Will alcohol be served, sold, distributed or consumed at this event?
If yes, applicant will need to apply for a social affairs permit or catering permit through the State. This should be done at least 15 business days prior to the event. City of AP off duty police officers will be required to be hired. Please include a detailed site plan of the alcohol service area.
10. ☐ YES ☒ NO Is there an admission charge? If yes, how much? _____
11. ☐ YES ☒ NO Is there a vendor charge? If yes, how much? _____
12. ☐ YES ☒ NO Has this event been held in the past?

If Yes, please answer the following questions:

- Date of last event? _____
- Location _____
- Contact person: _____
- Email _____ Phone # _____

Attachment: black hand cinema 6.6 (2023-239 : Special Event Applications)



13. ☒ YES ☐ NO Will you be hiring a licensed professional security company?

If Yes, please complete:

Company Name: _____ Contact name: _____

Phone #: _____ Cell #: _____

Email address: _____

The Asbury Park Police Department will review all security plans. Plans must meet city, state and Homeland Security guidelines and policies. SORA (Security Officer's Registration Act) license required for all security companies. A copy the of the security company's contract may be requested.

14. ☒ YES ☐ NO Do you intend to hire Asbury Park Officers for your event?

If yes, how many? _____ AP Police Department will review application and determine if and how many officers need to be hired. TBD

15. ☐ YES ☐ NO Will you have sponsors for your event? If so, Please list below them:

Photos of sponsor advertisement will need to be provided

16. ☐ YES ☒ NO Will food be provided? All food vendors should contact the Fire Department to determine if any fire permits are required. The Monmouth County Health Department will be on site to inspect all food vendors to ensure proper protocols are in place and being followed. (See attached form from Monmouth County Health Dept)

17. ☒ YES ☐ NO Will you be hiring EMTs? AP Fire Department will review application and determine if and how many EMTs need to be hired.

18. ☒ YES ☐ NO Will you be hiring lifeguards? AP Beach Safety Supervisor will determine if and how many lifeguards will need to be hired. 2 or 3

19. ☒ YES ☐ NO Does your event have any tents or canopies?

• ☒ Tents ☐ Canopies

• If yes, how many? 5 Sizes(sq ft) 10x10

All events utilizing tents and/or canopies should contact the Fire Department to determine if any fire permits are required



20. ☒ YES ☐ NO Will street closures be required? If yes, please identify what streets and the times the closure required Ocean Ave between 1st & 2nd

AP City ordinance requires the hiring of an off duty officers if a street is closed. Additional charges will include barricades and street blocking fee (see fee schedule)

21. ☒ YES ☐ NO Will electricity be needed? If yes, explain how will this be provided:

generators

Generators require a permit from the Construction department

22. ☐ YES ☒ NO Will this event have staging or platforms? If Yes, please provide the following:

- Size and Height of stage or platform _____
- Name of stage provider _____

Depending on the size of the stage our construction department may require engineering reports & permits

23. ☐ YES ☒ NO Will you require reserved parking spaces for your event?

If yes, how many: _____ and where _____

Please visit www.cityofasburypark.com to purchase reserved parking spaces.

24. ☒ YES ☐ NO Will any area be fenced off? Please explain _____

Name of Fence Provider: _____

Be sure to request a sprinkler head map for City parks.

25. ☐ YES ☒ NO Do you plan to provide portable restrooms? If yes, how many? _____
Number of ADA restrooms _____. Please indicate on your site plan where these restrooms

will be located. Estimated # of units: up to 500 people-5 units; 1000 people- 8 units; 2500 people-15 units

➤ Restroom Provider: _____

26. ☒ YES ☐ NO Will you have your own cleanup crew? # _____

If trash, food debris or anything else is left behind from your event, security deposit will be forfeited

27. ☒ YES ☐ NO Will you hire DPW staff to cleanup? See fee schedule for fees. Depending on the event, The City reserves the right to require DPW staff be hired. Certain venues require the hiring of DPW staff

28. ☒ YES ☐ NO Will you require use of the City's trash cans? If yes, how many? _____

☒ YES ☐ NO Recyclable cans? _____ If yes, how many? _____

Recycling is required at all events. Failure to do so may result in State and local fines



29. ☐ YES ☒ NO Will you be renting a dumpster? If yes, what size: _____
 How many: _____ Delivery Date: _____ Pickup Date: _____ Please indicate
 on your site plan where dumpsters will be located.

➤ Name of Company providing dumpster: _____

30. Please explain how you will provide cleanup, disposal and removal of trash and debris associated your event:

As mentioned on page 1, a \$500 refundable deposit(refunds will take at least 4 weeks to receive) will required for all events held on City property. Deposit is forfeited if debris, trash, recyclables etc. are not removed. The applicant is responsible for all cleanup of any items associated with your event. The City will provide trash and recyclable containers for your use.

All fees and are estimated only may be adjusted as needed.

The City reserves the right to revoke the permit for the following reasons including but not limited to: the nature of the event changes or expands without consent of the City; if State or Federal Executive Orders prohibits events from occurring; public safety or health are called into question; proper permits are not obtained by applicant; if all fees are not paid in full and insurance is not provided 10 days prior to the event.

[Handwritten Signature]

Signature of Applicant

5/24/23

Date

Mitch Gormy

Printed Name of Applicant

Location Manager

Title

Attachment: black hand cinema 6.6 (2023-239 : Special Event Applications)

A blue circular stamp or mark, possibly a signature or official seal, located in the lower right quadrant of the page.



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 24, 2023
RESOLUTION SUMMARY

2023-240

Increase to temporary budget prior to budget adoption.

	from	to
Current Fund:		
Senior Center OE	\$17,350	\$26,258
Recreation OE	60,955	125,955
Streets & Roads SW	548,550	618,550



RESOLUTION NO. 2023-240

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

RESOLUTION AMENDING TEMPORARY BUDGET APPROPRIATIONS FOR 2023 BUDGET

WHEREAS, N.J.S.A 40A:4-20 provides that the Governing Body by a 2/3 vote of the full membership thereof may make emergency temporary appropriations for any purpose for which appropriation may lawfully be made for the period between the beginning of the current fiscal year and the final adoption of the budget for the said year; and

WHEREAS, the previously adopted temporary budget did not provide sufficient funds for the operational costs prior to the final adoption of the 2023 budget.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Asbury Park that the following Emergency Temporary Appropriation for the year 2023 be adopted and a certified copy of this resolution be provided to the City's Chief Financial Officer and the Director of Division of Local Government Services, Department of Community Affairs, State of New Jersey.

	<u>From</u>	<u>To</u>
Current Fund:		
Senior Center OE	\$17,350	\$26,258
Recreation OE	60,955	125,955
Streets & Roads SW	548,550	618,550

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-240 which was finally adopted by the City Council at a meeting held on the 24th day of May, 2023

CERTIFIED BY ME THIS 25th DAY OF May, 2023.



~~Lisa Esposito~~, City Clerk 5/25/2023

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 24, 2023
RESOLUTION SUMMARY

2023-241

Resolution authorizing the repairs to the 2014 Senior Center bus from Allied Diesel Service in the amount of \$8,900 utilizing O&E funds.



RESOLUTION NO. 2023-241

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

RESOLUTION AUTHORIZING THE REPAIRS TO THE 2014 SENIOR CENTER BUS

WHEREAS, the 2014 Senior Center Bus broke down and requires repairs; and

WHEREAS, the City has obtained a quote from Allied Diesel Service for \$8,900.00 for the repairs needed to the Senior Center Bus; and

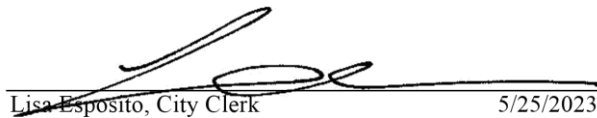
WHEREAS, the City of Asbury Park is desirous of awarding a contract to the vendor listed above in an amount of \$8,900.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts 3-01-27-350-000-203. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the repairs to the 2014 Senior Center Bus in the amount of \$8,900.00 and a copy of this Resolution shall be provided to the City Manager, CFO, Director of Social Services, and Director of Purchasing.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-241 which was finally adopted by the City Council at a meeting held on the 24th day of May, 2023

CERTIFIED BY ME THIS 25th DAY OF May, 2023.


Lisa Esposito, City Clerk 5/25/2023

LISA ESPOSITO
CITY CLERK



OVER 50 YEARS OF QUALITY SERVICE
869 HWY 33 EAST FREEHOLD, N.J. 07728
732-462-5072 FAX 732-409-1072

HOURS: MONDAY THRU FRIDAY 8:00-4:30 SATURDAY 8:00-12:00 (Parts Only)

Date: 04/27/2023

Customer: City of Asbury Park

Work Requested:

Diagnose 2014 Bus, Does Not Start

Troubleshoot & Found Faulty ECM (Engine Control Module)

Remove ECM From Engine, Bench Test To Confirm Faulty

Install Programmed Recon ECM

Run Engine To Make Sure All Okay

Estimate: \$8,900.00 (Plus Sales Tax)

Estimate does not include the following work:

Customer Signature: _____

Allied Diesel Representative: Ralph Darienzo Jr

Estimate Good For 30 Days

Attachment: ALLIED DIESEL SERVICE SENIOR CENTER BUS REPAIRS (2023-241 : Authorizing Repairs to the 2014 Senior Center Bus)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 24, 2023
RESOLUTION SUMMARY

2023-242

Resolution authorizing flushing, cleaning and the addition of glycol solution to the existing AC system at the Municipal Building totaling \$71,573 from Trane U.S. Inc on the Omnia contract utilizing ARP Funds.



RESOLUTION NO. 2023-242

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

RESOLUTION AUTHORIZING CLEANING SERVICES TO THE EXISTING AC SYSTEM AT THE MUNICIPAL BUILDING

WHEREAS, the City has a need to flush, clean and add glycol solution to the existing air conditioning system at the Municipal Building; and

WHEREAS, the City has obtained the attached quote:

- Trane U.S. Inc. in the amount of \$71,573.00 off of OMNIA Partners Contract #3341

WHEREAS, the City of Asbury Park is desirous of awarding a contract for the services from the vendor listed above in an amount of \$71,573.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts G-02-43-956-022-206. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the flushing, cleaning and addition of glycol solution to the existing air conditioner system at the Municipal Building in the amount of \$71,573.00 and a copy of this Resolution shall be provided to the City Manager, CFO, Director of Capital Projects & Public Facilities and Director of Purchasing.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-242 which was finally adopted by the City Council at a meeting held on the 24th day of May, 2023

CERTIFIED BY ME THIS 25th DAY OF May, 2023.



~~Lisa Esposito~~, City Clerk 5/25/2023

LISA ESPOSITO
CITY CLERK



New Jersey Office
 19 Chapin Rd Bld B Suite 200
 Pine Brook, NJ 07058
 T (973) 244-7000
 F (973) 244-7001

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

5/16/23

Attention: Robert Bianchini

Subject: Asbury Park Chiller Replacement

To Whom It May Concern:

As per your request, Trane respectfully submits the following summary of changes to date on the above referenced project.

OMNIA Contract: # 3341

OMNIA Proposal Number: B6-hf7AAC-22-001

CO Description_Replace existing CHW loop mixed Glycol solution w new 30% Propylene Glycol solution

Work Scope:

- For this project, the closed loop will need to be drained at the lowest point of the system to ensure that all the glycol and contaminated water gets removed from the system.
- The system glycol and water will be emptied into totes. Then the tanker truck will vacuum out the glycol and water out the totes.
- Once the system is completely empty the tanker truck will properly dispose of the estimated 30% glycol and water mixture of the system.
- We will fill and add our cleaning & flush out chemistry into the closed loop system. This will need to be circulated for approximately 24 hours and then drained.
- Once the system is drained, we will add the new Dow Frost glycol into the system with city water until the system is full.
- Install backflow preventer in makeup water line in pump room and replace air bleeders.

Note: The estimated size of chilled water loop is 1,000 Gallons. The costs below are based on 1,000 gallons of glycol and water mixture in the system. Additional glycol beyond the assumed 1,000-gallon loop volume will be billed separately.

Cost of this Scope is \$71,573

Total contract change amount as a result of above:

Please sign below for approval:

Trane Project Manager Signature	Contract Account Summary	
	Original Contract Amount	\$714,734.00
	Previous C/O's (Thru #)	\$0.00
	Total Previous Contract Amount	\$714,734.00
Customer Signature	Net Amount this C/O	\$71,573.00
	Total Contract to Date	\$786,307.00





Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 24, 2023
RESOLUTION SUMMARY

2023-243

Resolution authorizing the payment of bills in the amount of \$2,477,281.49



RESOLUTION NO. 2023-243

**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 \$2,477,281.49

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	\$ 1,152,327.49
BOARD OF EDUCATION	<u>1,324,954.00</u>
TOTAL VOUCHERS	\$ <u>2,477,281.49</u>

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-243 which was finally adopted by the City Council at a meeting held on the 24th day of May, 2023

CERTIFIED BY ME THIS 25th DAY OF May, 2023.


Lisa Esposito, City Clerk 5/25/2023

LISA ESPOSITO
CITY CLERK

May 17, 2023
10:06 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

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P.O. Type: All Print Alpha, Revenue, & G/L Accounts: Y Open: N Void: N Paid:
Format: Condensed Held: N Aprv: N Rcvd:
Range: 2-First to 3-Last Bid: Y State: Y Other: Y Exempt:
Rcvd Batch Id Range: First to Last Encumbrance Date Range: First to 12/31/23 Include Non-Budgeted:
Vendors: All
Department Page Break: No Subtotal CAFR: Yes Subtotal Department: Yes Subtotal Extd: Yes

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

Fund: CURRENT
Department: FINANCE
Extd: FINANCIAL ADMINISTRATION

2-01-20-130-000-223	FINANCE Condo Reimbursements					
MIRCON	MIRAMAR CONDOMINIUM ASSOC. INC	22-03221	3rd Q Lighting Reimb.	76.64	0.00	
700MAT	700 MATTISON CONDOMINIUM	22-03222	3rd Q Lighting Reimb.	88.66	0.00	
301SHO	301 SHOREVIEW CONDO. ASSOC. INC	22-03223	3rd Q Trash Reimbursement	1,113.74	0.00	
304OCE	304 OCEAN ARMS CONDO. ASSOC.	22-03226	3rd Q. Lighting Reimb.	77.26	0.00	
LAKDRI	LAKE DRIVE COURT CONDO ASSOC.	22-03227	3rd Q Trash Reimbursement	1,046.57	0.00	
301SHO	301 SHOREVIEW CONDO. ASSOC. INC	23-00227	2022 4th Q Trash Reimbursement	1,155.04	0.00	
LAKDRI	LAKE DRIVE COURT CONDO ASSOC.	23-00229	2022 4th Q Trash Reimb.	1,025.97	0.00	
OCEARM	OCEAN ARMS CONDOMINIUM ASSOC.	23-00230	2022 4th Q Electric Reimb.	72.58	0.00	
MIRCON	MIRAMAR CONDOMINIUM ASSOC. INC	23-00231	2022 4th Q Electric Reimb.	104.50	0.00	
700MAT	700 MATTISON CONDOMINIUM	23-00232	2022 4th Q Electric Reimb.	91.54	0.00	
				4,852.50		
	Extd Total: FINANCIAL ADMINISTRATION			4,852.50		
	Department Total: FINANCE			4,852.50		
	CAFR Total:			4,852.50		

Department: SENIOR CENTER
Extd: SENIOR CENTER

2-01-27-350-000-205	SENIOR CENTER Recreation & Social					
BODYB005	BODY BY BEY	22-03061	4th Quarter Oct, Nov, Dec 2022	375.00	0.00	8
	Extd Total: SENIOR CENTER			375.00		
	Department Total: SENIOR CENTER			375.00		
	CAFR Total:			375.00		

Department: RECREATION
Extd: RECREATION SERVICES & PROGRAM

2-01-28-370-000-290	RECREATION Programs/Activities					
AMAZO005	AMAZON.COM SERVICES	23-01369	#ATMQVTRHLM6XR BALANCE DUE	1.81	0.00	
	Extd Total: RECREATION SERVICES & PROGRAM			1.81		
	Department Total: RECREATION			1.81		
	CAFR Total:			1.81		
	Fund Total: CURRENT			5,229.31		
	Year Total:			5,229.31		

Attachment: Bill List May 24, 2023 (2023-243 : Payment of Bills)

May 17, 2023
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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund: CURRENT						
Department: ADMINISTRATION						
Extd: ADMINISTRATION						
3-01-20-100-000-207	ADMINISTRATION Contractual					
AIRSYS	AIR SYSTEMS MAINTENANCE, INC.	23-00453	HVAC MAINTENANCE AGREEMENT	483.75	0.00	B
GEECHA	GEESE CHASERS, LLC	23-00811	2ND QTR 2023 CLEARING AND	969.00	0.00	B
GEECHA	GEESE CHASERS, LLC	23-00813	2ND QTR 2023 CLEARING AND	484.50	0.00	B
GEECHA	GEESE CHASERS, LLC	23-01435	INV #GC 25187 EGG ADDLING	935.00	0.00	
				2,872.25		
3-01-20-100-000-209	ADMINISTRATION Professional Services					
SUREN005	SURENAN, EDWARDS, BUZAK &	23-01320	March 2023 Fees Afford. Hsg.	4,983.40	0.00	
3-01-20-100-000-241	ADMINISTRATION Green Team Committee					
D2J3L005	D2J3, LLC	23-01446	Macrobytes Green Team event	175.00	0.00	
	Extd Total: ADMINISTRATION			8,030.65		
	Department Total: ADMINISTRATION			8,030.65		
Department: CENTRAL FUNCTIONS						
Extd: CENTRAL FUNCTIONS						
3-01-20-115-000-299	CENTRAL FUNCTIONS Misc.					
UNIPAR	UNITED PARCEL SERVICE, INC.	23-01345	Invoice 0000210F98183 Postage	18.84	0.00	
CMRSFP	CMRS-FP	23-01456	Postage	2,500.00	0.00	
				2,518.84		
	Extd Total: CENTRAL FUNCTIONS			2,518.84		
	Department Total: CENTRAL FUNCTIONS			2,518.84		
Department: MUNIC CLERK						
Extd: MUNICIPAL CLERK						
3-01-20-120-000-217	MUNICIPAL CLERK Ads&Promotion					
ASBPAK	ASBURY PARK PRESS	23-01433	INV #5667787 & 5667631 4/19/23	110.48	0.00	
THECOA	THE NEW COASTER, LLC	23-01434	INVOICE #60081 5/4/23 ADS	127.70	0.00	
				238.18		
3-01-20-120-000-238	MUNICIPAL CLERK Contractual					
GENER010	GENERAL CODE, LLC	23-01258	#GC00121084 annual maintenance	1,195.00	0.00	
PARKE005	PARKER MCCAY, PA	23-01370	INVOICE #3161647 APRIL 2023	9,873.50	0.00	
				11,068.50		
	Extd Total: MUNICIPAL CLERK			11,306.68		
	Department Total: MUNIC CLERK			11,306.68		
Department: FINANCE						
Extd: FINANCIAL ADMINISTRATION						
3-01-20-130-000-202	FINANCE Office Supplies					
WBMASON	W.B.MASON CO., INC.	23-01222	Honeywell Air Genius Purifier	179.99	0.00	

Attachment: Bill List May 24, 2023 (2023-243 : Payment of Bills)

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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
3-01-20-130-000-202	FINANCE Office Supplies		Continued			
CITIZ005	CITIZENS BANK, NATIONAL ASS.	23-01444	MERCHANT CREDIT CARD READERS	<u>1,711.35</u>	0.00	
				1,891.34		
3-01-20-130-000-205	FINANCE Ads					
ASBPAK	ASBURY PARK PRESS	23-01250	BID OXYGEN GENERATING SYSTEM	71.96	0.00	
ASBPAK	ASBURY PARK PRESS	23-01251	RFQ EPA CLEANUP GRANT	<u>85.16</u>	0.00	
				157.12		
3-01-20-130-000-206	FINANCE Copier					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	23-01450	40046567 Contract Pmt 58 of 60	2,970.77	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	23-01452	#40109271 CONTRACT PMT 7 OF 60	<u>1,056.59</u>	0.00	
				4,027.36		
3-01-20-130-000-209	FINANCE Fees					
FPMAIL	FP Mailing Solutions	23-01353	#RI105752689 5/1/23-7/31/23	234.00	0.00	
	Extd Total:		FINANCIAL ADMINISTRATION	6,309.82		
	Department Total:		FINANCE	6,309.82		
Department: COMPUTER MIS						
Extd: COMPUTERIZED DATA PROCESSING						
3-01-20-140-000-219	COMPUTER DATA PROC. Equipment					
AMAZ005	AMAZON.COM SERVICES	23-01156	Privacy Shield	29.99	0.00	
WBMASON	W.B.MASON CO., INC.	23-01238	IT General Office Supplies	<u>24.88</u>	0.00	
				54.87		
3-01-20-140-000-222	COMPUTER DATA PROC Software Lic.					
SHIINT	SHI INTERNATIONAL CORP	23-01157	Q#23256171 Website Annual Fee	4,588.26	0.00	
CONCON	CONSTANT CONTACT, INC.	23-01357	#7XGSL9DAB12223 2023 RENEWAL	<u>1,050.00</u>	0.00	
				5,638.26		
3-01-20-140-000-226	COMPUTER DATA PROC. Verizon Connect					
VERIZ015	VERIZON CONNECT	23-01356	INV#3000000042880 5.1.2023	2,554.05	0.00	
	Extd Total:		COMPUTERIZED DATA PROCESSING	8,247.18		
	Department Total:		COMPUTER MIS	8,247.18		
Department: TAX ASSESSOR						
Extd: TAX ASSESSOR						
3-01-20-150-000-209	TAX ASSESSOR Fees					
COUTAX	COUNTY TAX ADMINISTRATOR	23-01337	CH.75 Post Cards 2023	2,092.64	0.00	
SHAIN005	SCHAFFER SHAIN JALLOH PC	23-01338	#11825 Tax Appeal March 2023	528.00	0.00	
SHAIN005	SCHAFFER SHAIN JALLOH PC	23-01339	#11975 Tax Appeal APRIL 2023	<u>528.00</u>	0.00	
				3,148.64		
	Extd Total:		TAX ASSESSOR	3,148.64		
	Department Total:		TAX ASSESSOR	3,148.64		

Attachment: Bill List May 24, 2023 (2023-243 : Payment of Bills)

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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: LEGAL SERVICES						
Extd: LEGAL SERVICES						
3-01-20-155-000-209	LEGAL SERVICES Fees					
MARFAL MARAZITI FALCON, LLP		23-01233	PROFESSIONAL SERVICES RENDERED	3,360.00	0.00	
LAWOF005 LAW OFFICE OF GENE J ANTHONY		23-01332 #21070	APRIL RENT LEVELING	900.00	0.00	
HILLW005 HILL WALLACK LLP		23-01384	Invoice 715213 General Matters	10,898.50	0.00	
				15,158.50		
	Extd Total: LEGAL SERVICES			15,158.50		
	Department Total: LEGAL SERVICES			15,158.50		
Department: APTV						
Extd: CABLE TV ADVISORY COMMITTEE						
3-01-20-162-000-202	APTV Equipment					
AMAZO005 AMAZON.COM SERVICES		23-01335	Video lights	228.21	0.00	
	Extd Total: CABLE TV ADVISORY COMMITTEE			228.21		
	Department Total: APTV			228.21		
	CAFR Total:			54,948.52		
Department: Planning Department						
Extd: Planning Department						
3-01-21-179-000-205	PLANNING DEPT. Ads					
THECOA THE NEW COASTER, LLC		23-01448 #60085	PB SPECIAL MEETING 5/4	27.40	0.00	
	Extd Total: Planning Department			27.40		
	Department Total: Planning Department			27.40		
	CAFR Total:			27.40		
Department: LIAB INSURANCE						
Extd: LIABILITY INSURANCE						
3-01-23-210-000-209	LIABILITY INSURANCE Fees					
PMACOM PMA MANAGEMENT CORPORATION		23-01376	Apr 2023 Billing Statement	71,089.47	0.00	
	Extd Total: LIABILITY INSURANCE			71,089.47		
	Department Total: LIAB INSURANCE			71,089.47		
Department: WORKERS COMP						
Extd: WORKER'S COMPENSATION						
3-01-23-215-000-209	WORKER'S COMPENSATION Fees					
PMACOM PMA MANAGEMENT CORPORATION		23-01376	Apr 2023 Billing Statement	36,886.66	0.00	
	Extd Total: WORKER'S COMPENSATION			36,886.66		
	Department Total: WORKERS COMP			36,886.66		
	CAFR Total:			107,976.13		

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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: POLICE						
Extd: POLICE DEPARTMENT						
3-01-25-240-000-202	POLICE Office Supplies					
WBMAISON	W.B.MASON CO., INC.	23-01309	Chief and IA chair	550.58	0.00	
3-01-25-240-000-203	POLICE Motor Vehicle					
EASTC	EAST COAST EMERGENCY LIGHTING,	23-01341	Car #35 Light/Siren Repair	614.50	0.00	
3-01-25-240-000-205	POLICE Animal Control Services					
SPCA	MONMOUTH COUNTY SPCA	23-01315	#2023384 MARCH 2023 SERVICES	5,000.00	0.00	
3-01-25-240-000-211	POLICE HR Testing					
INSPSY	INSTITUTE FOR FORENSIC	23-01317	#18464 EVALS NEW HIRE SLEO 1	5,100.00	0.00	
3-01-25-240-000-218	POLICE Contract.Serv.					
AIRSYS	AIR SYSTEMS MAINTENANCE, INC.	23-00453	HVAC MAINTENANCE AGREEMENT	1,514.75	0.00	B
WIRCOM	WIRELESS COMMUNICATIONS &	23-01313	#M61646 MAY 2023	1,220.00	0.00	
				2,734.75		
3-01-25-240-000-222	POLICE Training					
NJSTATE	NJ STATE ASSOCIATION OF CHIEFS	23-01170	Training seminar 9/29 - 10/1	1,590.00	0.00	
	Extd Total: POLICE DEPARTMENT			15,589.83		
	Department Total: POLICE			15,589.83		
Department: FIRE DEPT.						
Extd: FIRE DEPARTMENT						
3-01-25-265-000-206	FIRE DEPT. Purchase of Equipment					
GOLCOM	GOLDFINCH COMMUNICATIONS LLC	23-00471	EST:2342-8360 Comp. Hardware	1,448.89	0.00	
3-01-25-265-000-214	FIRE DEPT. Building Maintenance					
COUCLE	COUNTRY CLEAN, INC	23-00261	Blanket PO Not to Exceed	478.35	0.00	B
3-01-25-265-000-218	FIRE DEPT. Contract.Serv.					
AIRSYS	AIR SYSTEMS MAINTENANCE, INC.	23-00453	HVAC MAINTENANCE AGREEMENT	473.75	0.00	B
3-01-25-265-000-229	FIRE DEPT. Medical Sup.					
SEAWEL	SEABOARD WELDING SUPPLY, INC.	23-00422	BLANKET PO FOR OXYGEN N.T.E.	118.00	0.00	B
VERALP	V.E. RALPH & SON, INC.	23-01135	Q#102551 SUCTION CANI, GAUZE..	547.28	0.00	
				665.28		
3-01-25-265-000-255	FIRE DEPT. Revenue Guard Fees					
CORON005	CORONIS HEALTH RCM, LLC dba	23-01228	Invoice CHRCM8848 March Fees	4,914.88	0.00	
3-01-25-265-000-270	FIRE DEPT. Pest Control					
WESPES	WESTERN PEST SERVICES	23-01439	INV#8352276 MAY 2023	123.60	0.00	
	Extd Total: FIRE DEPARTMENT			8,104.75		
	Department Total: FIRE DEPT.			8,104.75		
	CAFR Total:			23,694.58		

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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: STREETS & ROAD						
Extd: STREETS & ROADS MAINTENANCE						
3-01-26-290-000-203	STREETS & ROAD	Motor Vehicle				
SEAFOR	SEA BREEZE FORD INC.	23-00968	VARIOUS PARTS BLANKET	110.84	0.00	B
EASAUT	EASTERN AUTOPARTS WAREHOUSE	23-01142	VARIOUS PARTS BLANKET	2,907.30	0.00	B
THEHOS	THE HOSE SHOP, INC.	23-01181	VARIOUS PARTS BLANKET	78.24	0.00	B
EASAUT	EASTERN AUTOPARTS WAREHOUSE	23-01252	VARIOUS PARTS BLANKET	1,069.54	0.00	B
JESCO	JESCO, INC.	23-01273	DPW SKID STEER FRONT FORKS	2,120.40	0.00	
WETIMM	W.E. TIMMERMAN COMPANY, INC.	23-01351	DPWSWEEPER LEFT DIRT SHOE BENT	2,163.77	0.00	
				8,450.09		
3-01-26-290-000-204	STREETS & ROAD	Uniforms				
DAVID005	DAVID CRAWFORD	23-01427	reimbursement of boots	95.88	0.00	
RAYNO005	RAYNODIO BROWN	23-01428	reimbursement for boots	79.46	0.00	
				175.34		
3-01-26-290-000-213	STREETS & ROAD	Safety Equipment				
GRAING	GRAINGER, INC.	23-01343	Gloves / Safety Glasses	676.68	0.00	
3-01-26-290-000-216	STREETS & ROAD	Carpentry Supplies				
GRAING	GRAINGER, INC.	23-01202	Table Saw	3,601.63	0.00	
HECTRA	HECHT TRAILERS, LLC	23-01336	Landscape Racks	1,011.45	0.00	
				4,613.08		
3-01-26-290-000-218	STREETS & ROAD	Contract.Serv.				
AIRSYS	AIR SYSTEMS MAINTENANCE, INC.	23-00453	HVAC MAINTENANCE AGREEMENT	1,160.00	0.00	B
BELPLU	BELMAR PLUMBING & HEATING INC	23-01312	Plumbing Repair City Hall	1,729.00	0.00	
CINCOR	CINTAS CORPORATION NO 2	23-01314	9221844606 APRIL AED AGREEMENT	107.00	0.00	
CINCOR	CINTAS CORPORATION NO 2	23-01347	#5157071850 MEDICAL RESTOCK	107.51	0.00	
TERPES	THE TERMINIX INTERNATIONAL CO	23-01420	pest control DPW 5/1/2023	90.00	0.00	
OPTIMUM	OPTIMUM	23-01438	#07866-1836188-01-1 5/8 - 6/7	31.25	0.00	
				3,224.76		
3-01-26-290-000-222	STREETS & ROAD	Training				
RUTGE005	RUTGERS, THE STATE UNIV. OF NJ	23-01457	PUBLIC WORKS CONFERENCE 2023	481.00	0.00	
Extd Total: STREETS & ROADS MAINTENANCE				17,620.95		
Department Total: STREETS & ROAD				17,620.95		
Department: SOLID WASTE						
Extd: SOLID WASTE COLLECTION						
3-01-26-305-000-209	SOLID WASTE	Fees				
DELDEM	DELISA DEMOLITION, INC.	23-01278	#261709 & 261710 CONSTR DEBRIS	2,120.40	0.00	
MAZMUL	MAZZA MULCH, INC.	23-01295	#817450 BRUSH DISPOSAL APRIL	4,400.00	0.00	
DELDEM	DELISA DEMOLITION, INC.	23-01297	#261913 TRASH FEES 4/17 - 4/29	25,860.58	0.00	
MASREC	MAZZA RECYCLING SERVICES, LTD.	23-01316	#814382 RECYCLING APRIL 2023	9,572.23	0.00	

Attachment: Bill List May 24, 2023 (2023-243 : Payment of Bills)

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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
3-01-26-305-000-209	SOLID WASTE Fees		Continued			
MASREC	MAZZA RECYCLING SERVICES, LTD.	23-01375	#802612 TIRES APRIL 2023	93.00	0.00	
				42,046.21		
	Extd Total: SOLID WASTE COLLECTION			42,046.21		
	Department Total: SOLID WASTE			42,046.21		
Department: BUILDING & GND						
Extd: BUILDINGS & GROUNDS						
3-01-26-310-000-203	BUILDING & GND Misc. Hardware					
ATLLOK	ATLANTIC LOCK & SAFE	23-00283	Misc Keys / Repairs	80.25	0.00	B
JOHGUI	JOHN GUIRE SUPPLY	23-01275	Lawnmower Blades	160.08	0.00	
GRAING	GRAINGER, INC.	23-01319	Maint. Shop Stock	4.28	0.00	
				244.61		
3-01-26-310-000-210	BUILDING & GND Building Repairs					
BELWIN	BELMAR WINDOW SHOP	23-00978	Vertical Blinds for HR	845.22	0.00	
BURKE005	BURKE LANDSCAPING & IRRIGATION	23-01281	#2638, 2637 & 2639 ACTIVATION	987.99	0.00	
				1,833.21		
3-01-26-310-000-218	BUILDING & GND Contract.Serv.					
AIRSYS	AIR SYSTEMS MAINTENANCE, INC.	23-00453	HVAC MAINTENANCE AGREEMENT	703.75	0.00	B
FOXFO	FOX FLOORS INC.	23-00860	carpet replacement PAYROLL	716.48	0.00	
				1,420.23		
	Extd Total: BUILDINGS & GROUNDS			3,498.05		
	Department Total: BUILDING & GND			3,498.05		
	CAFR Total:			63,165.21		
Department: PUBLIC ASST						
Extd: SOCIAL SERVICES:						
3-01-27-345-000-208	SOCIAL SERVICES Events					
CRAPRI	CRAFTMASTER PRINTING, INC.	23-01171	Table cloth for displays/fairs	164.00	0.00	
	Extd Total: SOCIAL SERVICES:			164.00		
	Department Total: PUBLIC ASST			164.00		
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
3-01-27-350-000-202	SENIOR CENTER Util. and Service Contr.					
ATLFIR	ATLANTIC SECURITY & FIRE, INC.	23-01372	INV #140800 6/1/23 - 8/31/23	98.85	0.00	
3-01-27-350-000-210	SENIOR CENTER Classes					
BODYB005	BODY BY BEY	23-00236	Exercise Class 1st Qrt	300.00	0.00	B

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3-01-27-350-000-210 BODYB005 BODY BY BEY	SENIOR CENTER Classes 23-01052 BBB April, May, June		Continued	225.00 525.00	0.00	B
	Extd Total: SENIOR CENTER			623.85		
	Department Total: SENIOR CENTER			623.85		
	CAFR Total:			787.85		
Department: RECREATION						
Extd: RECREATION SERVICES & PROGRAM						
3-01-28-370-000-290 GRAING GRAINGER, INC.	RECREATION Programs/Activities 23-01261 bulbs for boxing gym			602.60	0.00	
	Extd Total: RECREATION SERVICES & PROGRAM			602.60		
	Department Total: RECREATION			602.60		
	CAFR Total:			602.60		
Department: LIGHTING						
Extd: LIGHT, HEAT, POW						
3-01-31-435-435-299 NJAMER N.J. AMERICAN WATER CO.	LIGHT, HEAT & POWER Misc. 23-01382 #1018-210043098405 4/5-5/3			2,678.30	0.00	
NJAMER N.J. AMERICAN WATER CO.	23-01449 #1018-210027736255 4/5-5/3			349.18	0.00	
				3,027.48		
	Extd Total: LIGHT, HEAT, POW			3,027.48		
Extd: STREET/TRAFFIC						
3-01-31-435-436-299 JCPL JCPL	STREET&TRAFFIC LIGHTING Misc. 23-01354 #200 000 001 293 MASTER ACCT			1,056.19	0.00	
	Extd Total: STREET/TRAFFIC			1,056.19		
	Department Total: LIGHTING			4,083.67		
Department: TELEPHONE						
Extd: TELEPHONE						
3-01-31-440-000-299 VERZON VERIZON BUSINESS	TELEPHONE Misc. 23-01368 #152-069-551-0001-78 5/4-6/3			124.99	0.00	
	Extd Total: TELEPHONE			124.99		
	Department Total: TELEPHONE			124.99		

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Department: GASOLINE Extd: GASOLINE						
3-01-31-460-000-299	GASOLINE Misc.					
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	23-01414	INV #145328 UNLEADED FUEL 5/2	8,165.78	0.00	
	Extd Total: GASOLINE			8,165.78		
	Department Total: GASOLINE			8,165.78		
	CAFR Total:			12,374.44		
Department: MUNIC COURT Extd: MUNICIPAL COURT						
3-01-43-490-000-219	MUNIC COURT Judges Fees					
ROBWER	ROBIN T. WERNIK	23-01380	conflict judge 4/28/23	500.00	0.00	
3-01-43-490-000-245	MUNIC COURT Interpreter					
BEACRA	BEATRIZ C. CRANEY	23-00711	INVOICE #27473 2/24 SERVICES	110.00	0.00	
BEACRA	BEATRIZ C. CRANEY	23-00727	INVOICE #27573 3/3 SERVICES	140.00	0.00	
				250.00		
	Extd Total: MUNICIPAL COURT			750.00		
	Department Total: MUNICIPAL COURT			750.00		
	CAFR Total:			750.00		
Department: LOAN REPAYMENT						
3-01-45-940-941-299	Green Acres Loan Payments					
TRE727	TREAS.STATE OF NJ/727 FUND	23-01415	GreenAcres-Boardwalk-westSide	45,965.80	0.00	
	Extd Total:			45,965.80		
	Department Total: LOAN REPAYMENT			45,965.80		
	CAFR Total:			45,965.80		
	Fund Total: CURRENT			310,292.53		
Fund: BEACH Department: UTILITY OE Extd: BEACH UTILITY O/E: OTHER EXPENSES:						
3-05-55-502-000-206	BEACH UTILITY O/E: Purchase of Equipment					
UPRIG005	UPRIGHT CRANE & RIGGING	23-01024	REMOVAL OF CONTAINER FROM BDWK	2,050.00	0.00	
CITIZ005	CITIZENS BANK, NATIONAL ASS.	23-01444	MERCHANT CREDIT CARD READERS	3,354.29	0.00	
				5,404.29		
3-05-55-502-000-207	BEACH UTILITY O/E: Clothing					
ORIGI005	ORIGINAL WATERMEN, INC.	23-01168	mainstay boardshort/blk.& red	1,867.50	0.00	
3-05-55-502-000-211	BEACH UTILITY O/E: Light & Power					
MONARCH	MONARCH ELECTRIC COMPANY	23-01193	Beach Electrical Supplies	226.18	0.00	B
NJAMER	N.J. AMERICAN WATER CO.	23-01382	#1018-210043098405 4/5-5/3	382.82	0.00	
				609.00		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
3-05-55-502-000-212	BEACH UTILITY O/E: Misc. Hardware					
INDEP005 INDEPTH SITE AND UTILITY LLC	23-01198 Bull Dozer for Beachfront			6,000.00	0.00	
3-05-55-502-000-214	BEACH UTILITY O/E: Lifeguard Supplies					
TAKWA005 TAK WATERMAN	23-01346 INVOICE #101 shrimp nets			200.00	0.00	
3-05-55-502-000-215	BEACH UTILITY O/E: Lumber/Bldg. Supplies					
LAPPS005 LAPP STRUCTURES LLC	23-00654 THIRD AVENUE TICKET BOOTH			5,450.00	0.00	
JAEUM JAEGER LUMBER & SUPPLY CO. INC	23-01284 Boardwalk Stock Lumber			4,462.60	0.00	
				<u>9,912.60</u>		
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			23,993.39		
	Department Total: UTILITY OE			23,993.39		
	CAFR Total:			23,993.39		
	Fund Total: BEACH			23,993.39		
Fund:	TRANSPORTATION UTILITY: BUDGET:					
Department:	UTILITY OE					
Extd:	TRANS.UTILITY O/E: OTHER EXPENSES:					
3-06-55-502-000-202	TRANS.UTILITY O/E: Office Supplies					
WBMASON W.B.MASON CO., INC.	23-01321 Office Supplies 5-3-23			143.50	0.00	
3-06-55-502-000-204	TRANS.UTILITY O/E: Copy/Reproduction					
MUNCAP MUNICIPAL CAPITAL CORPORATION	23-01450 40046567 Contract Pmt 58 of 60			161.68	0.00	
3-06-55-502-000-207	TRANS.UTILITY O/E: Internet					
OPTIMUM OPTIMUM	23-01340 #07866-196915-01-3 4/15 - 5/14			161.39	0.00	
3-06-55-502-000-208	TRANS.UTILITY O/E: Parking Permits					
PASPOR PASSPORT LABS, INC.	23-01443 INV1037825 4/2023 Permit Fees			1,139.90	0.00	
3-06-55-502-000-210	TRANS.UTILITY O/E: Signs					
CRAPRI CRAFTMASTER PRINTING, INC.	23-01239 Choroplast Bathroom Signs			285.00	0.00	
3-06-55-502-000-212	TRANS.UTILITY O/E: Parking Meter Supply					
IPSGRO IPS GROUP, INC.	23-01323 INV84205 APR 2023 DMS Fees			7,557.00	0.00	
3-06-55-502-000-213	TRANS.UTILITY O/E: Mobile App Fees					
PARKM005 PARKMOBILE USA, LLC	23-01442 INV640010 ParkMobile Fees APR			8,726.00	0.00	
3-06-55-502-000-216	TRANS.UTILITY O/E: Ads					
ASBPAK ASBURY PARK PRESS	23-01184 SRTS PIC Meeting Ad 4/30/23			142.36	0.00	
3-06-55-502-000-217	TRANSP.UTILITY OE Equipment					
CITIZ005 CITIZENS BANK, NATIONAL ASS.	23-01444 MERCHANT CREDIT CARD READERS			484.14	0.00	
	Extd Total: TRANS.UTILITY O/E: OTHER EXPENSES:			18,800.97		
	Department Total: UTILITY OE			18,800.97		
	CAFR Total:			18,800.97		
	Fund Total: TRANSPORTATION UTILITY: BUDGET:			18,800.97		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund:	SEWER UTILITY: BUDGET:					
Department:	UTILITY OE					
Extd:	SEWER UTILITY O/E: OTHER EXPENSES:					
3-07-55-502-000-205	SEWER UTILITY O/E: Repairs					
ENVLLC	ENVIROLUTIONS, LLC	23-01144	Primary Impellers Emergency	6,814.00	0.00	
3-07-55-502-000-206	SEWER UTILITY O/E: Purchase of Equipment					
GRESCH	GREGORY SCHWEIKERT	23-01426	reimbursement for boots	119.98	0.00	
3-07-55-502-000-208	SEWER UTILITY O/E: Permits/Licenses					
RUDCOR	RUDY CORONA	23-01447	NJWEA Conference Room Reimburs	282.24	0.00	
3-07-55-502-000-209	SEWER UTILITY O/E: Fees					
LYONS005	LYONS ENVIRONMENTAL SERVICES	23-01301	#APSA0423 WTP TESTING APRIL	1,918.00	0.00	
3-07-55-502-000-211	SEWER UTILITY O/E: Light & Power					
NJAMER	N.J. AMERICAN WATER CO.	23-01382	#1018-210043098405 4/5-5/3	629.13	0.00	
NJAMER	N.J. AMERICAN WATER CO.	23-01449	#1018-210027736255 4/5-5/3	366.01	0.00	
				995.14		
3-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
AIRSYS	AIR SYSTEMS MAINTENANCE, INC.	23-00453	HVAC MAINTENANCE AGREEMENT	2,860.00	0.00	B
CERID005	CERIDA INVESTMENT CORP.	23-01308	#127-25944 MAY 2023	157.04	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	23-01450	40046567 Contract Pmt 58 of 60	82.58	0.00	
				3,099.62		
3-07-55-502-000-224	SEWER UTILITY O/E: Sludge Removal					
RUSREI	RUSSELL REID WASTE HAULING &	23-01364	#0006722092 APRIL 2023	29,432.76	0.00	
3-07-55-502-000-234	SEWER UTILITY O/E: ARP Funds					
TRAUS	TRANE U.S. INC.	23-00454	HEAT AIR HANDLERS	19,228.50	0.00	B
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			61,890.24		
	Department Total: UTILITY OE			61,890.24		
	CAFR Total:			61,890.24		
	Fund Total: SEWER UTILITY: BUDGET:			61,890.24		
	Year Total:			414,977.13		
Fund:	GENERAL CAPITAL FUND BUDGET:					
Extd:	Odr. 2018-57 Acq. of Real Property FH					
C-04-55-998-176-001	Section 20 Costs					
HILLW005	HILL WALLACK LLP	23-01384	Invoice 715213 General Matters	1,067.50	0.00	
	Extd Total: Odr. 2018-57 Acq. of Real Property FH			1,067.50		
Extd:	Ord. 2020-25 Various Vehicles					
C-04-55-998-180-001	Police Vehicles and Related Equipment					
EASTC	EAST COAST EMERGENCY LIGHTING,	23-00520	TRUNK WEAPONS STORAGE TRAYS	4,123.84	0.00	
	Extd Total: Ord. 2020-25 Various Vehicles			4,123.84		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Extd:	Ord. 2021-36 Various Capital Improv.					
C-04-55-998-182-003	Public Works Equipment and Vehicles					
TRAUS	TRANE U.S. INC.	23-00455	CHILLER REPLACEMENT AT DPW	11,281.05	0.00	B
	Extd Total: Ord. 2021-36 Various Capital Improv.			11,281.05		
Extd:	Bond Ord. 2022-16 2022 Var. Cap. Improv.					
C-04-55-998-183-004	Police Dept. Vehicles & Equipment					
EASTC	EAST COAST EMERGENCY LIGHTING, 23-00096 LIGHTING, INSTALLATION, PAINT			60,175.26	0.00	
	Extd Total: Bond Ord. 2022-16 2022 Var. Cap. Improv.			60,175.26		
	Department Total:			76,647.65		
	CAFR Total:			76,647.65		
	Fund Total: GENERAL CAPITAL FUND BUDGET:			76,647.65		
Fund:	PARKING CAPITAL					
Department:	CAP. IMP. FUND					
Extd:	Ord. 2017-28 Var.Trans.Utility Improve.					
C-09-17-901-000-902	Various Transport.Utility Improvements					
INTTRA	INTELLIGENT TRAFFIC SUPPLY 22-00563 TRAFFIC LIGHT CONTROLLERS			42,838.00	0.00	
	Extd Total: Ord. 2017-28 Var.Trans.Utility Improve.			42,838.00		
	Department Total: CAP. IMP. FUND			42,838.00		
Department:	Ord. 2020-8 Memorial Drive Paving					
Extd:	Ord. 2020-8 Memorial Drive Paving					
C-09-17-906-000-902	Construction Costs					
LUCBRO	LUCAS BROTHERS,INC. 22-03390 MEMORIAL DRIVE IMPROVEMENTS			135,583.00	0.00	B
	Extd Total: Ord. 2020-8 Memorial Drive Paving			135,583.00		
	Department Total: Ord. 2020-8 Memorial Drive Paving			135,583.00		
	CAFR Total:			178,421.00		
	Fund Total: PARKING CAPITAL			178,421.00		
Fund:	BEACH CAPITAL FUND BUDGET:					
Extd:	Ord. 2022-15 Beach Utility Improvements					
C-10-55-101-103-002	Beach Utility Improv./Equipment					
WARSH005	WARSHAUER ELECTRIC SUPPLY 23-00298 OCEAN AVE LIGHT REPLACEMENT			3,972.17	0.00	B
	Extd Total: Ord. 2022-15 Beach Utility Improvements			3,972.17		
	Department Total:			3,972.17		
	CAFR Total:			3,972.17		
	Fund Total: BEACH CAPITAL FUND BUDGET:			3,972.17		
	Year Total:			259,040.82		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund:	GRANT FUND BUDGET:					
G-02-43-950-021-200	Clean Communities Grant					
4IMPRINT 4IMPRINT		23-00715	various recycling items	4,323.91	0.00	
	Extd Total:			4,323.91		
	Department Total:			4,323.91		
G-02-43-959-023-220	Mental Health Grant					
VISNUR VISITING NURSES ASSN. OF CENTR		23-00682	Nursing Services Blanket 2023	14,334.00	0.00	B
	Extd Total:			14,334.00		
	Department Total:			14,334.00		
	CAFR Total:			18,657.91		
	Fund Total: GRANT FUND BUDGET:			18,657.91		
	Year Total:			18,657.91		
Fund:	ANIMAL CONTROL FUND BUDGET:					
T-12-56-850-000-801	Reserve for Animal Control					
NJDEPH NJ DEPT.HEALTH/SNR.SERV.		23-01310	Dog Report April 2023	44.40	0.00	
CITIZ005 CITIZENS BANK, NATIONAL ASS.		23-01444	MERCHANT CREDIT CARD READERS	484.14	0.00	
				528.54		
	Extd Total:			528.54		
	Department Total:			528.54		
	CAFR Total:			528.54		
	Fund Total: ANIMAL CONTROL FUND BUDGET:			528.54		
Fund:	PLANNING & ZONING ESCROW FUND BUDGET:					
CAFR:	PLANNING & ZONING ESCROW FUND BUDGET:					
T-21-00-397-000-299	545 LAKE AVENUE(COOKMAN COMMUNITY, LLC)					
HILLW005 HILL WALLACK LLP		23-01387	Invoice 715223 929 Asbury Ave	421.50	0.00	
	Extd Total:			421.50		
	Department Total:			421.50		
T-21-00-499-000-299	216-2183RD/215-219 2ND(TRC)(K.HOVNANIAN)					
CLACAN CLARKE CATON HINTZ PC		23-01407	PB PROF SVS BLOCK 4003 86319	72.50	0.00	
CITY CITY OF ASBURY PARK		23-01413	Tranfer of escrow funds	7,000.00	0.00	
				7,072.50		
	Extd Total:			7,072.50		
	Department Total:			7,072.50		
T-21-00-524-000-299	BLOCK 4001(AP BLOCK 4001 VENTURE, LLC)					
TMASSO T & M ASSOCIATES		23-01305	PB PROF SVS DEC INV LAF416019	598.00	0.00	
	Extd Total:			598.00		
	Department Total:			598.00		

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T-21-00-560-000-299 HILLW005 HILL WALLACK LLP	614 COOKMAN AVENUE(614 COOKMAN, LLC)	23-01387	Invoice 715223 929 Asbury Ave	105.00	0.00	
	Extd Total:			105.00		
	Department Total:			105.00		
T-21-00-566-000-299 DOLAN010 DOLAN & DEAN CONSULTING RONAL005 RONALD P. MONDELLO, P.C.	807 MEMORIAL DR.(BREAKWATER TREATMENT)	23-01294 23-01348	ZB PROF ENGINEER INV 52850 ZB PROF FEES BREAKWATER 004	2,041.25 5,200.00 <u>7,241.25</u>	0.00 0.00	
	Extd Total:			7,241.25		
	Department Total:			7,241.25		
T-21-00-575-000-299 CLACAN CLARKE CATON HINTZ PC	1509-1511 KINGSLEY(AP LUXURY APARTMENTS)	23-01226	PROS SVS PB Planning INV 86003	6,411.09	0.00	
	Extd Total:			6,411.09		
	Department Total:			6,411.09		
T-21-00-582-000-299 HILLW005 HILL WALLACK LLP	929 ASBURY AV(INSP)(PARTNER PROPERTIES)	23-01387	Invoice 715223 929 Asbury Ave	455.00	0.00	
	Extd Total:			455.00		
	Department Total:			455.00		
	CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET:			22,304.34		
	Fund Total: PLANNING & ZONING ESCROW FUND BUDGET:			22,304.34		
Fund:	CITY OF ASBURY PARK REDEVELOPMENT ESCROW					
T-48-56-850-000-826 MARFAL MARAZITI FALCON, LLP	202 7TH AVE(202 SEVENTH AVE.LLC/FASANO)	23-01233	PROFESSIONAL SERVICES RENDERED	455.00	0.00	
T-48-56-850-000-844 HILLW005 HILL WALLACK LLP	316 MAIN STREET(316 MAIN AVENUE, LLC)	23-01386	Invoice 715225 316 Main St.	52.50	0.00	
T-48-56-850-000-846 MARFAL MARAZITI FALCON, LLP	407 LAKE AVENUE(TOLL ASBURY PARK, LLC)	23-01233	PROFESSIONAL SERVICES RENDERED	552.50	0.00	
T-48-56-850-000-850 MARFAL MARAZITI FALCON, LLP	115 4TH AVENUE(SOMERSET ASBURY PARK, LLC)	23-01233	PROFESSIONAL SERVICES RENDERED	227.50	0.00	
T-48-56-850-000-855 MARFAL MARAZITI FALCON, LLP	1401 KINGSLEY/205 SUNSET(PHM SUNSET SQ.)	23-01233	PROFESSIONAL SERVICES RENDERED	1,235.00	0.00	
T-48-56-850-000-856 KYLEM005 KYLE MCMANUS ASSOCIATES LLC	1012 ASBURY AVE(SHARED EQUITIES CO., LLC)	23-01331	Invoice 4222 1012 Asbury Ave.	2,662.50	0.00	
	Extd Total:			5,185.00		
	Department Total:			5,185.00		
	CAFR Total:			5,185.00		
	Fund Total: CITY OF ASBURY PARK REDEVELOPMENT ESCROW			5,185.00		
	Year Total:			28,017.88		

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Budget Account		Description				
Vendor		P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Total Charged Lines:	301	Total List Amount:	725,923.05	Total Void Amount:	0.00	

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Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT	2-01	5,229.31	0.00	0.00	5,229.31
CURRENT	3-01	310,292.53	0.00	0.00	310,292.53
BEACH	3-05	23,993.39	0.00	0.00	23,993.39
TRANSPORTATION UTILITY: BUDGET:	3-06	18,800.97	0.00	0.00	18,800.97
SEWER UTILITY: BUDGET:	3-07	61,890.24	0.00	0.00	61,890.24
Year Total:		414,977.13	0.00	0.00	414,977.13
GENERAL CAPITAL FUND BUDGET:	C-04	76,647.65	0.00	0.00	76,647.65
PARKING CAPITAL	C-09	178,421.00	0.00	0.00	178,421.00
BEACH CAPITAL FUND BUDGET:	C-10	3,972.17	0.00	0.00	3,972.17
Year Total:		259,040.82	0.00	0.00	259,040.82
GRANT FUND BUDGET:	G-02	18,657.91	0.00	0.00	18,657.91
ANIMAL CONTROL FUND BUDGET:	T-12	528.54	0.00	0.00	528.54
PLANNING & ZONING ESCROW FUND BUDGET:	T-21	22,304.34	0.00	0.00	22,304.34
CITY OF ASBURY PARK REDEVELOPMENT ESC T-48		5,185.00	0.00	0.00	5,185.00
Year Total:		28,017.88	0.00	0.00	28,017.88
Total Of All Funds:		725,923.05	0.00	0.00	725,923.05

May 24, 2023 Council Meeting

Balance Brought Forward from Total List Amount	\$ 725,923.05
Freehold Soil Conser. Dist. (23-01234)	\$ 220.00
Asbury Park Board of Education (23-01329)	\$ 1,324,954.00
D2J3, LLC (23-01296)	\$ 449.95
City of Asbury Park (23-01409-Petty Cash)	\$ 197.25
US Bank Operations (23-01411)	\$ 425,537.24

Total:	<u>\$ 2,477,281.49</u>
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Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 24, 2023
RESOLUTION SUMMARY

2023-244

Resolution approving change order #1 with Arcari + Iovino for the Transportation Renovations in the amount of \$9,000 for the inclusion of a new generator and related work utilizing ARP funds.



RESOLUTION NO. 2023-244

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

RESOLUTION APPROVING CHANGE ORDER #1 WITH ARCARI + IOVINO FOR THE TRANSPORTATION RENOVATIONS

WHEREAS, the City Council of Asbury Park and Arcari + Iovino, are parties to a professional services contract for Transportation Renovations via Resolution 2022-164; and

WHEREAS, the original contract amount approved by the City Council was in the sum not-to-exceed seventy-six thousand dollars and 00/100 cents (\$76,000.00); and

WHEREAS, Arcari + Iovino is requesting Change Order #1 in the amount of \$9,000.00; and

WHEREAS, Change Order #1 reflects costs associated with a new generator and related work; 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 G-02-43-956-022-206 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 the contract amount by \$9,000.00; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute Change Order Number 1 on behalf of the Governing Body.

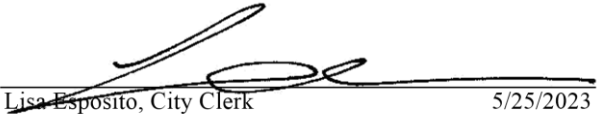
BE IT FURTHER RESOLVED that the contract between the parties referred to above shall be amended to reflect the changes approved herein.

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, Arcari + Iovino, City Manager and Director of Purchasing.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-244 which was finally adopted by the City Council at a meeting held on the 24th day of May, 2023

CERTIFIED BY ME THIS 25th DAY OF May, 2023.



Lisa Esposito, City Clerk 5/25/2023

LISA ESPOSITO
CITY CLERK

arcari iovino

ARCHITECTS PC

Celebrating our 30th year!
1992 – 2022

One Katherine Street
Little Ferry, NJ 07643

201.641.0600

www.aiarchs.com

Edward Arcari, AIA, PP
Anthony Iovino, AIA, PP



May 11, 2023

Ms. Donna Vieiro, City Manager
City Hall
1 Municipal Plaza
Asbury Park, NJ 07712

Re: Transportation Center Renovation
Additional Services - Generator

Dear Ms. Vieiro,

Back on May 12, 2022 we emailed you regarding the requested inclusion of a generator for the new offices and the need for additional services fees. This is what was written in my email, "I had asked our engineers for an idea of the potential cost of adding a generator to serve the new offices. Based on what they told us I would allocate 100-125k for the generator and related work. Their additional services fee is 7k, so with our time I would put it at \$9,000. This assumes that the unit would be placed on the ground at the north end of the building near or in the police parking area. The other sides of the building could not easily accommodate the unit. Let me know if you want to proceed with this and I will send a formal letter."

I apologize for not following up with that letter sooner, but I am sending this as our formal notice of the additional service fees for your records.

Please let me know if you have any questions.

Sincerely,

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



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 24, 2023
RESOLUTION SUMMARY

2023-245

Resolution authorizing payment for emergency sewer repairs needed at Langford and Monroe Avenue to S Brothers totaling \$8,500.00 utilizing Sewer O&E Funds. Emergency declared on 5/11/23.



RESOLUTION NO. 2023-245

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

RESOLUTION AUTHORIZING PAYMENT FOR EMERGENCY SEWER REPAIRS NEEDED AT LANGFORD AND MONROE AVENUE

WHEREAS, in the City Manager's absence, the CFO declared an emergency as per the Local Public Contracts Law, N.J.S.A. 40A:11-6 for emergency sewer repairs needed at Langford and Monroe Avenue; and

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

WHEREAS, the City of Asbury Park authorizes payment to S Brothers, Inc. in the amount of \$8,500.00 for emergency sewer repairs needed at Langford and Monroe Avenue; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the Sewer Account 3-07-55-502-000-218. The maximum dollar value of the pending contract is as set forth in the resolution.

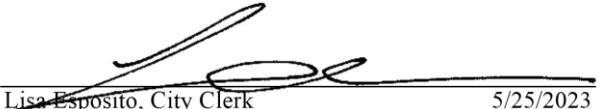
WHEREAS, the City Manager is hereby authorized to sign any contracts with the vendor.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, authorizes payment to S Brothers, Inc. in the amount of \$8,500.00 for emergency sewer repairs needed at Langford and Monroe Avenue.

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

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-245 which was finally adopted by the City Council at a meeting held on the 24th day of May, 2023

CERTIFIED BY ME THIS 25th DAY OF May, 2023.



Lisa Esposito, City Clerk 5/25/2023

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 24, 2023
RESOLUTION SUMMARY

2023-246

Resolution authorizing the replacement of windows at the Boxing Gym from Royal Prime Windows utilizing O&E Funds. Quotes received: Royal Prime Windows \$18,280.00 and Monmouth Glass Company, Inc. \$18,750.00



RESOLUTION NO. 2023-246

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

RESOLUTION AUTHORIZING THE REPLACEMENT OF WINDOWS AT THE BOXING GYM

WHEREAS, the City has a need to replace the windows at the Boxing Gym; and

WHEREAS, the City has solicited and obtained two quotes from Royal Prime Windows and Monmouth Glass Company, Inc.; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract for the replacement of windows at the Boxing Gym to Royal Prime Windows in an amount of \$18,280.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts 3-01-26-290-000-218. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the replacement of windows at the Boxing Gym in the amount of \$18,280.00 and a copy of this Resolution shall be provided to the Director of Capital Projects and Public Facilities, City Manager, CFO and Director of Purchasing.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-246 which was finally adopted by the City Council at a meeting held on the 24th day of May, 2023

CERTIFIED BY ME THIS 25th DAY OF May, 2023.



~~Lisa Esposito~~, City Clerk 5/25/2023

LISA ESPOSITO
CITY CLERK

ISMAEL

3.D.4.a

Sales Order

Date	S.O. No.
5/15/2023	17334

Name / Address
ROYAL PRIME WINDOW SPECIALISTS RETAIL 742 FAIRFIELD AVE KENILWORTH, NJ 07033

Ship To
City of Asbury Park Dept. Of Public Maintenance 9 Main Street Asbury Park, NJ 07712 Daniel 7324564873

P.O. No.	Project
City of Asbury Park	

Size	Model	Quantity	Price	Amount
Aluminum	Model 8500 aluminum Push out awning window lowe argon installed 41 x 41	10	1,550.00	15,500.00
Aluminum 2000A	2100A aluminum PW lowe argon installed 21 x 21 Tax exempt #	4	695.00	2,780.00
50 % before production 50% the day the job is completed		Total		
		\$18,280.00		

Attachment: BOXING GYM WINDOW QUOTES (2023-246 : Authorizing the Replacement of Windows at he Boxing Gym)



WINDOW CONTRACT

DATE 5/15/23

Telephone 800-354-7676 • Fax: 800-686-6349 • www.royalprime.c

Royal Prime Window Specialists Commitment

Thank you for choosing Royal Prime to install brand new replacement windows in your home!

Royal Prime Window Specialists agrees to the following services at the CITY OF ASBURY PARK residence located at 9 MAIN ST. ASBURY PARK, NJ 07712

1. Royal Prime Window Specialists will measure windows in all openings to be replaced.
2. Royal Prime Window specialists will produce and install all the products listed on the Purchase Order Form. hard or snap trim + flange
3. Royal Prime Window Specialists will provide and install capping on the exterior of the home to create a finished opening and put back all interior moldings as they were upon job completion.
4. Royal Prime Window Specialists will remove all debris and remains of the old windows from the job site and be sure the home is left in the state of cleanliness as it was upon arrival.
5. Royal Prime Window Specialists will honor all factory product warranties.
6. Our installation is guaranteed for 3 years from day of completion.

Homeowners Commitment

CITY OF ASBURY PARK (from here referred to as the Homeowner) agrees to the following terms regarding their window project:

1. The homeowner is required to ISSUE A PURCHASE ORDER to Royal Prime Window Specialists on 5/15/23. The homeowner agrees to pay 25% upon delivery of the windows, which is and the remaining balance of \$18,280.00 USA PO on the day that installation work is completed NEAREST TOWN
2. The home owner agrees to remove all window treatments, furniture, and other items that are blocking the window openings to prepare for the installation. They recognize that no work will be performed on blocked openings. The homeowner recognizes that Royal Prime Window Specialists is not responsible for re-installing window treatments or moving furniture or other items blocking the window openings back to their original position after the job is completed.
3. The homeowner understands that Royal Prime Window Specialists is in no way responsible for alarm systems on the home. If alarms installed in window openings are a concern it is recommended that an expert from the alarm company is present during installation to re-connect any alarm systems.
4. The homeowner understands that Royal Prime Window Specialists is not responsible for paints of any kind on a job.
5. The homeowner understands that window installations are weather permitting. Inclement weather could require that window installation be rescheduled.

We look forward to enhancing your home Thank you again for the opportunity. By signing the lines below Royal Prime Window Specialists and THE CITY OF ASBURY PARK agree to the above terms.

[Signature]
Royal Prime Window Specialist Representative

5/15/23
Date

Homeowner

Date

MONMOUTH GLASS COMPANY, INC.

1017 Asbury Avenue
 Asbury Park, NJ 07712
 732-774-3071 Fax 732-774-6370
 www.monmouthglass.com
 Est. 1951

Quote

invoice #: 00022604
 Date: 5/11/2023
 Ship Via:
 Page: 1

Bill To:

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

Ship To:

City of Asbury Park
 AP Boxing Gym
 Attn: Daniel Paczkowski
 9 Main Street
 Asbury Park, NJ 07712
 Daniel.Paczkowski@cityofasburypark.com

Description	Amount	Tx
Removal of existing windows. Furnish and Install: Installation of (10) Custom Clear Finish Aluminum Series 2000 Project on Hopper-Windows equal to Crystal Models, with Screen and glazed with 1" Insulated Glass. (4) of the windows are fixed (no hopper) Size: 41" X 41"	\$15,000.00	
Furnish and Install: Installation of (4) Custom Clear Finish Aluminum Series 2000 Project on (4) Fixed-Windows equal to Crystal Models, and Glazed with 1" OA using 1/8" Clear Insulated Glass. (no Hopper) Size: 21" X 21" Amount = \$3,750.00 plus tax.	\$3,750.00	
Option#2: WINDOWS ONLY WITH GLASS; NO INSTALLATION: Size: 10 - 41" X 41" - Hoppers - \$11,550.00 Size: 4 - 21" X 21" - Fixed - \$2,400.00 Sub Total of all 14 Windows: \$13,950.00		

A 50 % Deposit is due upon ordering, the balance is due on the Day of Completion
 Frameless Shower Doors are not Watertight. Vinyl seals help keep water from escaping.

X_____

I agree to pay for the above described services on the day the work is completed.

We appreciate your business.

Your Order #: 732-456-4873-Daniel
 Shipping Date:
 Terms: C.O.D.

Freight:	\$0.00
Sales Tax:	\$0.00
Total Amount:	\$18,750.00
Amount Applied:	\$0.00
Balance Due:	\$18,750.00

Attachment: BOXING GYM WINDOW QUOTES (2023-246 : Authorizing the Replacement of Windows at he Boxing Gym)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 24, 2023
RESOLUTION SUMMARY

2023-247

Resolution authorizing the tinting of the walkway skylights located on the second-floor of the Municipal Building totaling \$11,230 from Atlantic Solar Film utilizing O&E Funds.



RESOLUTION NO. 2023-247

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

RESOLUTION AUTHORIZING THE TINTING OF WALKWAY SKYLIGHTS LOCATED ON THE SECOND FLOOR OF THE MUNICIPAL BUILDING

WHEREAS, the City has a need to tint the skylights located on the second-floor walkway of the Municipal Building; and

WHEREAS, the City has obtained quotes from Atlantic Solar Film and Eastern Solar Glass; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract to Atlantic Solar Film in the amount of \$11,230.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account 3-01-26-310-000-218. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the “City”), in the County of Monmouth, State of New Jersey authorize the tinting of the walkway skylights located on the second floor of the Municipal Building in the amount of \$11,230.00 and a copy of this Resolution shall be provided to the City Manager, CFO, Director of Capital Projects & Public Facilities and Director of Purchasing.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-247 which was finally adopted by the City Council at a meeting held on the 24th day of May, 2023

CERTIFIED BY ME THIS 25th DAY OF May, 2023.



~~Lisa Esposito~~, City Clerk 5/25/2023

LISA ESPOSITO
CITY CLERK



ATLANTIC
S O L A R F I L M

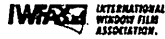
NJHIC#13VH08827400

OFFICE (732) 410-5728 FAX (888) 334-7006

E-MAIL INFO@ATLANTICSOLARFILM.COM

WEB WWW.ATLANTICSOLARFILM.COM

284 OLD DEAL RD, EATONTOWN, NJ 07724



Customer Name Asbury Park Municipal		Date 5/18/2023		QUOTE	
Street Address 1 Municipal Plaza		Phone Number 732-456-4873 Dan Paczkowski			
City, State, Zip Asbury Park, NJ 07712		Purchase Order Number			
Area/Description		Number of Panels	Glass Size Width Height		Panorama SL20/10
Second Floor Walkway skylights- Work platform will be put in place to access two rows on each side. Sliding down in sections		72	46x51		\$11,230.00
			x		
Pricing includes all material and labor			x		
Panorama SL20 Reduces 69% Solar Heat, SL10 Reduces 76% Solar Heat			x		
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Attachment: WINDOW TINTING QUOTES (2023-247 : Authorizing the Tinting of Skylights located on the Second-Floor of the Municipal



3M Certified Prestige Elite Dealer

☎ 856-767-3442

✉ bashcraft@easternsolarglass.com

📍 1008 Industrial Dr Suite C
West Berlin, NJ 08091

Proposal To: Dan Paczkowski (City of Asbury Park)

☎ 732-456-4873

✉ Daniel.paczkowski@cityofasburypark.com

📍 1 Municipal Plaza
Asbury Park, NJ 07712

HIC HIC#13VH07211000
WOSB WBENC-WOSB #200864

Proposal #4377840

Date Apr 18, 2023

Dan,

Please see below proposal for the window tinting of the second floor walkway glass dome. Included in the price is a 19' x 32" scissor lift to allow our crew to safely work in the space harnessed to the lift for fall protection.

If there a lift available onsite please let me know and we will remove that from our proposal.

Thank you.

John Mitchell

📍 1 Municipal Plaza, Asbury Park, NJ 07712

2nd Floor arched walkway glass

72 panes

Solution 1 - 3M Affinity 15

2nd Floor arched walkway glass

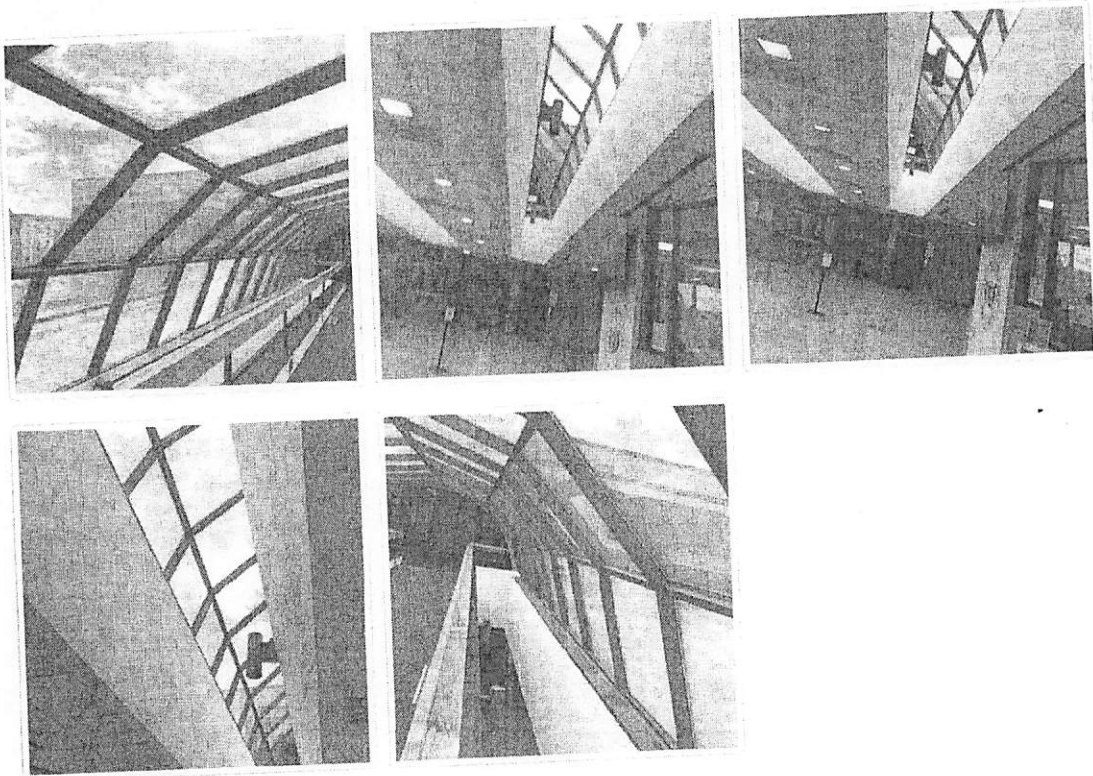
72 panes

3M Affinity 15

High heat rejection providing energy savings and improved comfort

- Lower interior and exterior reflectivity
- Excellent scratch resistant coating
- Blocks harmful UV rays
- Helps reduce glare and eye discomfort

Samples can be sent upon request.



\$ 12,577.00

Solution 2 3M Silvers P-18

2nd Floor arched walkway glass

72 panes

3M Silver P-18

Save energy, improve privacy, and aesthetics on budget

- Classic silver reflective film with excellent solar protection
- Great heat rejection helps provide energy savings and improved comfort
- Helps reduce glare and eye discomfort
- Increased reflection helps enhance daytime privacy
- Can create a more uniform exterior appearance

Samples can be sent upon request.

\$ 13,376.00

Solution 3 3M Prestige 40

2nd Floor arched walkway glass

72 panes

3M Prestige 40

Aesthetics. Comfort. Energy savings. Protection.

- Allows high transmission of natural light in to provide excellent aesthetics.
- This spectrally selective film rejects infrared light providing energy savings, enhanced comfort and protection.
- Low interior and exterior reflectivity lets you enjoy the views from inside, while maintaining an attractive look from outside.
- Non-metallized window film won't affect signal interference and is corrosion-resistant.
- Significantly blocks the amount of harmful UV rays that cause fading, helping to extend the life of furnishings.

Samples will be supplied upon request for review.

\$ 21,248.00

All work is completed by trained and certified technicians. Eastern Solar Glass is fully insured and possesses all necessary Business and Contractor Licensing. Any changes in layout, material, working hours or permits needed may result in a proposal change. Eastern Solar Glass has the right to photograph the work area before, during and after the proposed work. All photographic documentation becomes the property of Eastern Solar Glass which may be used for marketing or website distribution. No personal names or addresses of photographic materials will be displayed or disclosed without prior approval by owner.

3M Affinity 15 3M Affinity 15

\$ 12,577.00

TOTAL

\$ 12,577.00

Website Facebook

If everything above is acceptable, please enter your name & submit any special requests to this agreement and click to return as soon as possible for scheduling. No work can be started until a signature and/or a purchase order from the contracting agent is provided. Residential customers, payment is due upon completion. Commercial customers, once the project is completed, payment must be sent within 30 days of the invoice date or a 10% late fee will be assessed every 30 days after the first 30-day period. If there is a contract or other agreed to terms of payment prior to starting work, those terms will be followed as agreed upon. Any legal fees incurred by ESG in efforts to collect overdue invoices will charged to the customer.

If a credit card is to be used, a 3.5% surcharge will be added to the total price shown above. This proposal is good for 60 days. Thank you for the opportunity to bid with you for this project.

Powered By [TintWiz](#)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 24, 2023
RESOLUTION SUMMARY

2023-248

Supplemental Resolution Authorizing The Issuance Of One Or More Series Of Additional Non-Recourse Redevelopment Area Bonds Of The City Of Asbury Park In An Aggregate Principal Amount Not To Exceed \$1,500,000 (Waterfront Redevelopment Area Infrastructure Project) In Connection With A Project Being Undertaken In The City By K. Hovnanian's Baltic At Asbury Park Urban Renewal, Llc And As A Portion Of Non-Recourse Redevelopment Area Bonds Of The City Previously Approved Pursuant To A Resolution Duly Adopted By The City Council On February 20, 2013



RESOLUTION NO. 2023-248

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

SUPPLEMENTAL RESOLUTION AUTHORIZING THE ISSUANCE OF ONE OR MORE SERIES OF ADDITIONAL NON-RECOURSE REDEVELOPMENT AREA BONDS OF THE CITY OF ASBURY PARK IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$1,500,000 (WATERFRONT REDEVELOPMENT AREA INFRASTRUCTURE PROJECT) IN CONNECTION WITH A PROJECT BEING UNDERTAKEN IN THE CITY BY K. HOVNANIAN'S BALTIC AT ASBURY PARK URBAN RENEWAL, LLC AND AS A PORTION OF NON-RECOURSE REDEVELOPMENT AREA BONDS OF THE CITY PREVIOUSLY APPROVED PURSUANT TO A RESOLUTION DULY ADOPTED BY THE CITY COUNCIL ON FEBRUARY 20, 2013

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

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

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

WHEREAS, on June 5, 2002, the City adopted the “Asbury Park Waterfront Redevelopment Plan (Plan IV)” (as amended and supplemented from time to time, the “**Redevelopment Plan**”) with respect to the “Asbury Park Waterfront Redevelopment Area,” as defined in the Redevelopment Plan, and consisting of the “Prime Renewal Area” and the “Boardwalk Area”, as such terms are also defined therein (collectively, the “**Waterfront Redevelopment Area**”); and

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

WHEREAS, the City and Asbury Partners, LLC (the “**Master Developer**”) entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002 (as amended by the First Amendment dated June 18, 2018, and the Second Amendment dated October 3, 2019 (collectively, the “**Redeveloper Agreement**”)); and

WHEREAS, as a result of the world-wide financial issues (the “**Financial Crisis**”) occurring in or about 2008, an affiliate of iStar Financial Inc., as lender to Master Developer, foreclosed on a pledge of the membership interests of Master Developer, thereby succeeding to the ownership of the equity interests in the Master Developer; and

WHEREAS, during the Financial Crisis, Master Developer and the City arbitrated certain disputed issues arising under and in accordance with the requirements of the Redeveloper Agreement; and

WHEREAS, on or about July 18, 2011, arbitrator, Honorable Nicholas Politan issued an arbitrator’s award (the “**Arbitrator’s Award**”) that determined, among other things, that the Parties should seek to work collaboratively to finance infrastructure improvements that are a critical construction condition to the development of residential housing units and other economic development activity within the Waterfront Redevelopment Area; and

WHEREAS, in order to comply with the spirit of the Arbitration Award to induce the Master Developer to proceed expeditiously with the development of residential units and other economic development activities within the Waterfront Redevelopment Area, and to determine an appropriate means to finance the cost of the infrastructure improvements, the City has determined that the cost of the infrastructure improvements should be assessed in the manner provided in *N.J.S.A. 40:56-1 et seq.* (the “**Local Improvements Law**”) and/or pursuant to an assessment agreement under the Redevelopment Area Bond Financing Law pursuant to *N.J.S.A. 40A:12A-64 et seq.* (the “**RAB Law**”); and

WHEREAS, pursuant to Section 7.1 of the Redeveloper Agreement, the Master Developer is responsible for the costs of certain wastewater, stormwater, roadway, streetscape, utility and other infrastructure improvements (the “**Infrastructure Improvements**”) within the Waterfront Redevelopment Area, which Infrastructure Improvements, in whole or in part, constitute (i) redevelopment projects (collectively, the “**Infrastructure Redevelopment Project**” or the “**Project**”) to be undertaken pursuant to the Redevelopment Plan in the Waterfront Redevelopment Area, all as contemplated by the Redevelopment Law and RAB Law, and (ii) local improvements within the meaning, and for the purposes set forth in the Local Improvement Law for which a special assessment may be imposed; and

WHEREAS, pursuant to the RAB Law, a municipality may issue bonds (“**RABs**”) to finance redevelopment projects pursuant to a redevelopment plan within an area in need of redevelopment, which RABs may be secured by, among other things, a special assessment on certain property within an area in need of redevelopment (the “**Special Assessments**”); and

WHEREAS, on February 20, 2013, the City finally adopted that certain ordinance entitled “An Ordinance of the City of Asbury Park, in the County of Monmouth, New Jersey, Providing for the Special Assessment of the Cost of Certain Wastewater, Stormwater, Roadway, Streetscape, Utility and Other Infrastructure Improvements in Portions of the Prime Renewal Area and the Boardwalk Area within the Asbury Park Redevelopment Area and Establishment of a Mechanism for Payment of the Cost Thereof” (the “**Ordinance**”), which Ordinance authorized the imposition of the Special Assessments pursuant to the statutory procedure set forth in the Local Improvements Law, *N.J.S.A. 40:56-1 et seq.* or pursuant to special assessment agreements (each, a “**Special Assessment Agreement**”); and

WHEREAS, as an inducement to the Master Developer to undertake the Project and in furtherance of the purposes of the Act and the RAB Law and to assist in financing the cost of the Project, the City also adopted a resolution on February 20, 2013 entitled “A RESOLUTION AUTHORIZING THE ISSUANCE OF ONE OR MORE SERIES OF NON-RECOURSE REDEVELOPMENT AREA

BONDS OF THE CITY OF ASBURY PARK IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$58,000,000 (WATERFRONT REDEVELOPMENT AREA INFRASTRUCTURE PROJECT)” (the “**Bond Authorizing Resolution**”) authorizing the issuance its non-recourse Redevelopment Area Bonds (Waterfront Redevelopment Area Infrastructure Project), in an aggregate principal amount not to exceed \$58,000,000, in one or more series (the “**Bonds**”), which Bonds shall be secured by a pledge of the Pledged Portion of the Assessment, as defined in that certain Special Assessment Agreement executed by and between the City and the Master Developer (the “**Master Developer Special Assessment Agreement**”), and assignment of certain rights of the City with respect to the Project, including certain rights of the City under that certain Master Developer Special Assessment Agreement, and from time to time, by a Pledged Portion of the Assessment with respect to other Special Assessment Agreements or Special Assessments imposed in accordance with the Local Improvements Law, as such Special Assessment Agreements are executed and/or such Special Assessments are imposed, pursuant to a Trust Indenture dated July 1, 2013, as supplemented pursuant to supplemental trust indentures to be executed in connection with each series of Bonds, including but not limited to the First Supplemental Indenture dated July 1, 2013, the Second Supplemental Indenture dated January 1, 2016, the Third Supplemental Indenture dated January 1, 2016, and a Fourth Supplemental Indenture dated June 1, 2021 (collectively, the “**Trust Indenture**”) by and between the Authority and U.S. Bank National Association, now known as U.S. Bank Trust Company, National Association (the “**Trustee**”), which pledge and assignment are hereby declared to further secure the payment of the principal of and interest on the Bonds; and

WHEREAS, the City issued \$1,055,000 aggregate principal amount of its initial non-recourse Redevelopment Area Bonds, Series 2013A (Waterfront Redevelopment Area Infrastructure Project) on July 19, 2013 (the “**Vive Bonds**”) to provide funds to, among other things, finance and/or refinance part of the \$1,531,092 principal amount of Infrastructure Improvements set forth in that Special Assessment Agreement dated May 15, 2013 (the “**Vive URE Special Assessment Agreement**”) entered into between the City and AP Block 146 Developer Urban Renewal, LLC (the “**Vive URE**”), an affiliate of the Master Developer, with respect to, and for the benefit of, the twenty-eight (28) condominium unit housing redevelopment project constructed on property owned by Vive URE consisting of 801, 803, 805 and 807 Kingsley Street in the City (i.e., Block 3903, Lot 1 on the official tax maps of the City as a result of the consolidation of Block 3903, Lots 1, 2 and 3, the “**Vive Condominium**”); and

WHEREAS, the City issued \$1,465,000 aggregate principal amount of its non-recourse Redevelopment Area Bonds Series 2016A (Waterfront Redevelopment Area Infrastructure Project) on January 7, 2016 (the “**South Grand Bonds**”) to provide funds to, among other things, finance and/or refinance part of the \$1,117,220 principal amount of Infrastructure Improvements set forth in that Special Assessment Agreement dated January 7, 2016 (the “**South Grand URE Special Assessment Agreement**”) entered into between the City, AP at South Grand Urban Renewal, LLC and K. Hovnanian at Asbury Park Urban Renewal, LLC, to provide funding to the Master Developer for the financing of the Cost of certain wastewater, stormwater, roadway, streetscape, utility and other Infrastructure Improvements for the benefit of twenty-eight (28) townhomes on property identified as Block 3205, Lots 13, 14 and 15 on the official tax map of the City (the “**South Grand Project**”); and

WHEREAS, the City issued \$1,980,000 aggregate principal amount of its non-recourse Redevelopment Area Bonds Series 2016B (Waterfront Redevelopment Area Infrastructure Project) on January 7, 2016 (the “**Monroe Bonds**”) to provide funds to, among other things, finance and/or refinance part of the \$2,533,400.21 principal amount of Infrastructure Improvements set forth in that Special Assessment Agreement dated January 7, 2016 (the “**Monroe URE Special Assessment Agreement**”) entered into between the City and by AP at Monroe Urban Renewal, LLC, to provide funding to the Master Developer for the financing of the Cost of certain wastewater, stormwater, roadway, streetscape, utility and other Infrastructure Improvements for the benefit of a three to four story condominium building containing thirty-four (34) residential units on property commonly known as 601 Heck Street in

the City and currently identified as Block 3205, Lot 16, on the official tax map of the City (the “**Monroe Project**”)

WHEREAS, the City issued \$3,375,000 aggregate principal amount of its non-recourse Redevelopment Area Bonds Series 2021A (Waterfront Redevelopment Area Infrastructure Project) on June 4, 2021 (the “**Triangle Bonds**”) to provide funds to, among other things, finance and/or refinance part of the \$2,448,281.25 principal amount of Infrastructure Improvements set forth in that Amended and Restated Special Assessment Agreement dated June 4, 2021 (the “**Triangle Townhome Special Assessment Agreement**”) entered into between the City and by K. Hovnanian’s Cove at Asbury Park Urban Renewal, LLC, to provide funding to the Master Developer for the financing of the Cost of certain wastewater, stormwater, roadway, streetscape, utility and other Infrastructure Improvements for the benefit of 48 residential condominium units on property in the City and currently identified as Block 3801, Lots 1.01, 1.03 and 1.05, on the official tax map of the City (the “**Triangle Project**”).

WHEREAS, \$50,125,000 of the original \$58,000,000 non-recourse Bonds authorized by the Bond Authoring Resolution remains and the City desires to to issue one or more series of additional non-recourse Bonds in an aggregate principal amount not to exceed \$1,500,000 (the “**Baltic Bonds**”) in connection a portion of the Project being undertaken in the City by K. Hovnanian’s Baltic at Asbury Park Urban Renewal, LLC, to provide funding to the Master Developer for the financing of this portion of the Project, including the development of property identified as Block 4003, Lots 1, 2 and 16 on the Official Tax Map of the City (the “**Baltic Project**”) and in accordance with the Master Developer Special Assessment Agreement, the Ordinance, and an additional Special Assessment Agreement to be entered into between the City and by K. Hovnanian’s Baltic at Asbury Park Urban Renewal, LLC (the “**Baltic Special Assessment Agreement**”), providing, in part, for payments by the owners of the properties benefited by the Baltic Project to meet installments of interest and principal on the Baltic Bonds,

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY PARK, NEW JERSEY, AS FOLLOWS:

Section 1. Determination to Issue. To accomplish the purposes and objectives of the Act and the RAB Law, the City hereby determines to finance the Baltic Project as a portion of the Project. In order to finance the Baltic Project, the additional Bonds in the aggregate principal amount not to exceed \$1,500,000 (the “**Baltic Bonds**”) are hereby authorized to be issued as Additional Bonds under and as such term is defined in the Trust Indenture, as may be amended and supplemented in connection with the issuance of the Baltic Bonds, from the original authorization of Bonds, making the remaining authorization of Bonds to be issued pursuant to the Bond Authorizing Resolution not to exceed \$48,625,000 (after deducting the amount of the Vive Bonds, the South Grand Bonds, the Monroe Bonds and the Triangle Bonds, and as adjusted after the issuance of the Baltic Bonds authorized hereby). Taking from that consideration of the proposed \$2,000,000 Aegean Bonds to be issued parallel with the Baltic Bonds, that not to exceed amount is \$46,625,000. The Baltic Bonds may be issued in multiple series, shall be dated, shall bear interest at such rates of interest and shall be payable as to principal, interest and premium, if any, all as is specified therein. The Baltic Bonds shall be issued in the form, shall mature, shall be subject to redemption prior to maturity and shall have such other details and provisions as are prescribed by the Trust Indenture, as may be amended and supplemented in connection with the issuance of the Baltic Bonds.

Section 2. Bonds to Constitute Special Limited Obligations. The Baltic Bonds, which are issued as Additional Bonds under the Trust Indenture, as may be amended and supplemented in connection with the issuance of the Baltic Bonds, shall be special limited obligations of the City, payable

solely out of the Pledged Portion of the Assessment and any other moneys derived pursuant to the Master Developer Special Assessment Agreement, and the Pledged Portion of the Assessment with respect to the Special Assessment Agreement or Special Assessments imposed in accordance with the Local Improvements Law, including those imposed by the Baltic Special Assessment Agreement to be executed and/or such Special Assessments are imposed from time to time; and all such moneys are hereby pledged to the payment of the Baltic Bonds. The payment of the principal of, premium, if any, and interest on the Baltic Bonds shall be secured by a pledge and assignment of the Pledged Portion of the Assessment and certain rights of the City as provided in the Master Developer Special Assessment Agreement and those certain Special Assessment Agreements (to be executed from time to time) including the Baltic Special Assessment Agreement. Neither the members of City Council nor any person executing the Baltic Bonds issued pursuant to this resolution, the Act and the RAB Law shall be liable personally on the Baltic Bonds by reason of the issuance thereof. The Baltic Bonds shall not be in any way a debt or liability of the City other than to the limited extent set forth in the Trust Indenture, as may be amended and supplemented in connection with the issuance of the Baltic Bonds. Neither the faith and credit nor taxing power of the City is pledged to the payment of, the principal or redemption price, if any, of or interest on the Baltic Bonds.

Section 3. Authorization of Bonds. (a) The Baltic Bonds shall mature no later than 30 years from the date of issuance and shall be issued in an aggregate principal amount not exceeding \$1,500,000. The Baltic Bonds shall bear interest at a rate or rates of interest which shall not exceed the maximum interest rates approved by the Local Finance Board in the Division of Local Government Services in the Department of Community Affairs (the “**Local Finance Board**”).

(b) The Mayor or City Manager (each an “**Authorized Officer**”) are each hereby authorized and directed to execute and deliver on behalf of the City a contract of purchase for the purchase of each series of Baltic Bonds (the “**Contract of Purchase**”) with an underwriter or underwriters (the “**Underwriter**” or “**Underwriters**”) to be determined by a certificate of award executed by an Authorized Officer (the “**Award Certificate**”) as determined by an Authorized Officer in consultation with counsel, approval thereof to be evidenced by such Authorized Officer's execution thereof, for the purchase of all, but not less than all, of each series of Baltic Bonds. The Baltic Bonds may be sold pursuant to a competitive sale, negotiated sale or limited placement agency, all as determined by an Authorized Officer. A copy of the Contract of Purchase shall be filed upon execution with the records of the City.

Section 4. Execution and Authentication. The Baltic Bonds shall be executed and authenticated in accordance with the Trust Indenture, as may be amended and supplemented in connection with the issuance of the Baltic Bonds, and shall be issued in registered form qualifying for book entry registration.

Section 5. Delivery of Bonds. Following execution of the Baltic Bonds, the Authorized Officer are each hereby authorized to deliver the Baltic Bonds to the Trustee for authentication and, after authentication, to deliver the Baltic Bonds to the Underwriters against receipt of the purchase price or unpaid balance thereof.

Section 6. Approval of Offering Document. The distribution by the Underwriters of a Limited Offering Memorandum or Official Statement in preliminary form (the “**Preliminary Offering Document**”) relating to the Baltic Bonds (a draft of which shall be filed with records of the City) in connection with the marketing of the Baltic Bonds, and the distribution of a final Limited Offering Memorandum or Official Statement relating to the Baltic Bonds to the purchasers of the Baltic Bonds (the “**Offering Document**”) is hereby authorized. The Authorized Officers are each hereby authorized to approve the contents of the Preliminary Offering Document with such changes therein and modifications

thereto as counsel may advise and such officer of the City may approve. The Authorized Officers are each hereby authorized to approve the contents of the Offering Document and to execute the Offering Document on behalf of the City, which Offering Document shall be in substantially the form of the Preliminary Offering Document with such changes therein (including the insertion of the redemption provisions and the initial interest rates for the Baltic Bonds) and supplements thereto as counsel may advise and the officer of the City executing the same may approve, such approval to be evidenced by such officer's execution thereof. The Authorized Officers are each hereby authorized to "deem final" the Preliminary Offering Document and to execute and deliver a certificate to the Underwriters to such effect.

Section 7. Approval of Sixth Supplemental Indenture. The form of the Sixth Supplemental Indenture presented to this meeting (a copy of which is on file with the records of the City), and all instruments to be attached thereto or executed in conjunction therewith, is hereby approved and the Authorized Officers are each hereby authorized to execute, acknowledge and deliver, and the City Clerk or Deputy City Clerk are each hereby authorized to affix and attest the seal of the City to the Sixth Supplemental Indenture in such form, with such changes therein as counsel may advise and the officers executing the same may approve, such approval to be evidenced by their execution thereof.

Section 8. Incidental Action. The Authorized Officers are each hereby authorized and directed to execute and deliver such other papers, instruments, certificates, opinions, affidavits and documents, including, without limitation, the Pledge and Assignment Agreement, and to take such other action as may be necessary or appropriate in order to carry out the purpose of this Resolution, including effectuating the execution and delivery of the Trust Indenture (inclusive of the Sixth Supplemental Indenture), the Master Developer Special Assessment Agreement and any Special Assessment Agreements, including the Baltic Special Assessment Agreement and the issuance and sale of the Baltic Bonds, all in accordance with the foregoing sections hereof.

Section 9. Prior Resolutions. All prior resolutions of the City or portions thereof inconsistent herewith are hereby replaced.

Section 10. Capitalized Terms. Capitalized terms used in this Resolution and not otherwise defined have the meaning given to such terms in the Trust Indenture.

Section 11. Construction. In case any one of more of the provisions of this resolution, the Trust Indenture (inclusive of the Sixth Supplemental Indenture), the Contract of Purchase, the Official Statement or the Baltic Bonds issued hereunder shall for any reason be held illegal or invalid, such illegality or invalidity shall not affect any other provision of this resolution of the Trust Indenture, the Contract of Purchase, the Official Statement and the Baltic Bonds shall be construed and enforced as if such illegal or invalid provision had not been contained therein.

Section 12. Effective Date. This Resolution shall take effect immediately upon adoption.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-248 which was finally adopted by the City Council at a meeting held on the 24th day of May, 2023

CERTIFIED BY ME THIS 25th DAY OF May, 2023.



~~Lisa Esposito, City Clerk~~ 5/25/2023

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 24, 2023
RESOLUTION SUMMARY

2023-249

Supplemental Resolution Authorizing The Issuance Of One Or More Series Of Additional Non-Recourse Redevelopment Area Bonds Of The City Of Asbury Park In An Aggregate Principal Amount Not To Exceed \$2,000,000 (Waterfront Redevelopment Area Infrastructure Project) In Connection With A Project Being Undertaken In The City By K. Hovnanian's Aegean At Asbury Park Urban Renewal, Llc And As A Portion Of Non-Recourse Redevelopment Area Bonds Of The City Previously Approved Pursuant To A Resolution Duly Adopted By The City Council On February 20, 2013



RESOLUTION NO. 2023-249

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

SUPPLEMENTAL RESOLUTION AUTHORIZING THE ISSUANCE OF ONE OR MORE SERIES OF ADDITIONAL NON-RECOURSE REDEVELOPMENT AREA BONDS OF THE CITY OF ASBURY PARK IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$2,000,000 (WATERFRONT REDEVELOPMENT AREA INFRASTRUCTURE PROJECT) IN CONNECTION WITH A PROJECT BEING UNDERTAKEN IN THE CITY BY K. HOVNANIAN'S AEGEAN AT ASBURY PARK URBAN RENEWAL, LLC AND AS A PORTION OF NON-RECOURSE REDEVELOPMENT AREA BONDS OF THE CITY PREVIOUSLY APPROVED PURSUANT TO A RESOLUTION DULY ADOPTED BY THE CITY COUNCIL ON FEBRUARY 20, 2013

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

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

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

WHEREAS, on June 5, 2002, the City adopted the “Asbury Park Waterfront Redevelopment Plan (Plan IV)” (as amended and supplemented from time to time, the “**Redevelopment Plan**”) with respect to the “Asbury Park Waterfront Redevelopment Area,” as defined in the Redevelopment Plan, and consisting of the “Prime Renewal Area” and the “Boardwalk Area”, as such terms are also defined therein (collectively, the “**Waterfront Redevelopment Area**”); and

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

WHEREAS, the City and Asbury Partners, LLC (the “**Master Developer**”) entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002 (as amended by the First Amendment dated June 18, 2018, and the Second Amendment dated October 3, 2019 (collectively, the “**Redeveloper Agreement**”)); and

WHEREAS, as a result of the world-wide financial issues (the “**Financial Crisis**”) occurring in or about 2008, an affiliate of iStar Financial Inc., as lender to Master Developer, foreclosed on a pledge of the membership interests of Master Developer, thereby succeeding to the ownership of the equity interests in the Master Developer; and

WHEREAS, during the Financial Crisis, Master Developer and the City arbitrated certain disputed issues arising under and in accordance with the requirements of the Redeveloper Agreement; and

WHEREAS, on or about July 18, 2011, arbitrator, Honorable Nicholas Politan issued an arbitrator’s award (the “**Arbitrator’s Award**”) that determined, among other things, that the Parties should seek to work collaboratively to finance infrastructure improvements that are a critical construction condition to the development of residential housing units and other economic development activity within the Waterfront Redevelopment Area; and

WHEREAS, in order to comply with the spirit of the Arbitration Award to induce the Master Developer to proceed expeditiously with the development of residential units and other economic development activities within the Waterfront Redevelopment Area, and to determine an appropriate means to finance the cost of the infrastructure improvements, the City has determined that the cost of the infrastructure improvements should be assessed in the manner provided in *N.J.S.A. 40:56-1 et seq.* (the “**Local Improvements Law**”) and/or pursuant to an assessment agreement under the Redevelopment Area Bond Financing Law pursuant to *N.J.S.A. 40A:12A-64 et seq.* (the “**RAB Law**”); and

WHEREAS, pursuant to Section 7.1 of the Redeveloper Agreement, the Master Developer is responsible for the costs of certain wastewater, stormwater, roadway, streetscape, utility and other infrastructure improvements (the “**Infrastructure Improvements**”) within the Waterfront Redevelopment Area, which Infrastructure Improvements, in whole or in part, constitute (i) redevelopment projects (collectively, the “**Infrastructure Redevelopment Project**” or the “**Project**”) to be undertaken pursuant to the Redevelopment Plan in the Waterfront Redevelopment Area, all as contemplated by the Redevelopment Law and RAB Law, and (ii) local improvements within the meaning, and for the purposes set forth in the Local Improvement Law for which a special assessment may be imposed; and

WHEREAS, pursuant to the RAB Law, a municipality may issue bonds (“**RABs**”) to finance redevelopment projects pursuant to a redevelopment plan within an area in need of redevelopment, which RABs may be secured by, among other things, a special assessment on certain property within an area in need of redevelopment (the “**Special Assessments**”); and

WHEREAS, on February 20, 2013, the City finally adopted that certain ordinance entitled “An Ordinance of the City of Asbury Park, in the County of Monmouth, New Jersey, Providing for the Special Assessment of the Cost of Certain Wastewater, Stormwater, Roadway, Streetscape, Utility and Other Infrastructure Improvements in Portions of the Prime Renewal Area and the Boardwalk Area within the Asbury Park Redevelopment Area and Establishment of a Mechanism for Payment of the Cost Thereof” (the “**Ordinance**”), which Ordinance authorized the imposition of the Special Assessments pursuant to the statutory procedure set forth in the Local Improvements Law, *N.J.S.A. 40:56-1 et seq.* or pursuant to special assessment agreements (each, a “**Special Assessment Agreement**”); and

WHEREAS, as an inducement to the Master Developer to undertake the Project and in furtherance of the purposes of the Act and the RAB Law and to assist in financing the cost of the Project, the City also adopted a resolution on February 20, 2013 entitled “A RESOLUTION AUTHORIZING THE ISSUANCE OF ONE OR MORE SERIES OF NON-RECOURSE REDEVELOPMENT AREA

BONDS OF THE CITY OF ASBURY PARK IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$58,000,000 (WATERFRONT REDEVELOPMENT AREA INFRASTRUCTURE PROJECT)” (the “**Bond Authorizing Resolution**”) authorizing the issuance its non-recourse Redevelopment Area Bonds (Waterfront Redevelopment Area Infrastructure Project), in an aggregate principal amount not to exceed \$58,000,000, in one or more series (the “**Bonds**”), which Bonds shall be secured by a pledge of the Pledged Portion of the Assessment, as defined in that certain Special Assessment Agreement executed by and between the City and the Master Developer (the “**Master Developer Special Assessment Agreement**”), and assignment of certain rights of the City with respect to the Project, including certain rights of the City under that certain Master Developer Special Assessment Agreement, and from time to time, by a Pledged Portion of the Assessment with respect to other Special Assessment Agreements or Special Assessments imposed in accordance with the Local Improvements Law, as such Special Assessment Agreements are executed and/or such Special Assessments are imposed, pursuant to a Trust Indenture dated July 1, 2013, as supplemented pursuant to supplemental trust indentures to be executed in connection with each series of Bonds, including but not limited to the First Supplemental Indenture dated July 1, 2013, the Second Supplemental Indenture dated January 1, 2016, the Third Supplemental Indenture dated January 1, 2016, and a Fourth Supplemental Indenture dated June 1, 2021 (collectively, the “**Trust Indenture**”) by and between the Authority and U.S. Bank National Association, now known as U.S. Bank Trust Company National Association (the “**Trustee**”), which pledge and assignment are hereby declared to further secure the payment of the principal of and interest on the Bonds; and

WHEREAS, the City issued \$1,055,000 aggregate principal amount of its initial non-recourse Redevelopment Area Bonds, Series 2013A (Waterfront Redevelopment Area Infrastructure Project) on July 19, 2013 (the “**Vive Bonds**”) to provide funds to, among other things, finance and/or refinance part of the \$1,531,092 principal amount of Infrastructure Improvements set forth in that Special Assessment Agreement dated May 15, 2013 (the “**Vive URE Special Assessment Agreement**”) entered into between the City and AP Block 146 Developer Urban Renewal, LLC (the “**Vive URE**”), an affiliate of the Master Developer, with respect to, and for the benefit of, the twenty-eight (28) condominium unit housing redevelopment project constructed on property owned by Vive URE consisting of 801, 803, 805 and 807 Kingsley Street in the City (i.e., Block 3903, Lot 1 on the official tax maps of the City as a result of the consolidation of Block 3903, Lots 1, 2 and 3, the “**Vive Condominium**”); and

WHEREAS, the City issued \$1,465,000 aggregate principal amount of its non-recourse Redevelopment Area Bonds Series 2016A (Waterfront Redevelopment Area Infrastructure Project) on January 7, 2016 (the “**South Grand Bonds**”) to provide funds to, among other things, finance and/or refinance part of the \$1,117,220 principal amount of Infrastructure Improvements set forth in that Special Assessment Agreement dated January 7, 2016 (the “**South Grand URE Special Assessment Agreement**”) entered into between the City, AP at South Grand Urban Renewal, LLC and K. Hovnanian at Asbury Park Urban Renewal, LLC, to provide funding to the Master Developer for the financing of the Cost of certain wastewater, stormwater, roadway, streetscape, utility and other Infrastructure Improvements for the benefit of twenty-eight (28) townhomes on property identified as Block 3205, Lots 13, 14 and 15 on the official tax map of the City (the “**South Grand Project**”); and

WHEREAS, the City issued \$1,980,000 aggregate principal amount of its non-recourse Redevelopment Area Bonds Series 2016B (Waterfront Redevelopment Area Infrastructure Project) on January 7, 2016 (the “**Monroe Bonds**”) to provide funds to, among other things, finance and/or refinance part of the \$2,533,400.21 principal amount of Infrastructure Improvements set forth in that Special Assessment Agreement dated January 7, 2016 (the “**Monroe URE Special Assessment Agreement**”) entered into between the City and by AP at Monroe Urban Renewal, LLC, to provide funding to the Master Developer for the financing of the Cost of certain wastewater, stormwater, roadway, streetscape, utility and other Infrastructure Improvements for the benefit of a three to four story condominium building containing thirty-four (34) residential units on property commonly known as 601 Heck Street in

the City and currently identified as Block 3205, Lot 16, on the official tax map of the City (the “**Monroe Project**”)

WHEREAS, the City issued \$3,375,000 aggregate principal amount of its non-recourse Redevelopment Area Bonds Series 2021A (Waterfront Redevelopment Area Infrastructure Project) on June 4, 2021 (the “**Triangle Bonds**”) to provide funds to, among other things, finance and/or refinance part of the \$2,448,281.25 principal amount of Infrastructure Improvements set forth in that Amended and Restated Special Assessment Agreement dated June 4, 2021 (the “**Triangle Townhome Special Assessment Agreement**”) entered into between the City and by K. Hovnanian’s Cove at Asbury Park Urban Renewal, LLC, to provide funding to the Master Developer for the financing of the Cost of certain wastewater, stormwater, roadway, streetscape, utility and other Infrastructure Improvements for the benefit of 48 residential condominium units on property in the City and currently identified as Block 3801, Lots 1.01, 1.03 and 1.05, on the official tax map of the City (the “**Triangle Project**”).

WHEREAS, \$50,125,000 of the original \$58,000,000 non-recourse Bonds authorized by the Bond Authorizing Resolution remains and the City desires to to issue one or more series of additional non-recourse Bonds in an aggregate principal amount not to exceed \$2,000,000 (the “**Aegean Bonds**”) in connection a portion of the Project being undertaken in the City by K. Hovnanian’s Aegean at Asbury Park Urban Renewal, LLC, to provide funding to the Master Developer for the financing of this portion of the Project, including the development of property identified as Block4003, Lots 12, 13 and 14 on the Official Tax Map of the City (the “**Aegean Project**”) and in accordance with the Master Developer Special Assessment Agreement, the Ordinance, and an additional Special Assessment Agreement to be entered into between the City and by K. Hovnanian’s Aegean at Asbury Park Urban Renewal, LLC (the “**Aegean Special Assessment Agreement**”), providing, in part, for payments by the owners of the properties benefited by the AegeanAegean Project to meet installments of interest and principal on the Aegean Bonds,

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY PARK, NEW JERSEY, AS FOLLOWS:

Section 1. Determination to Issue. To accomplish the purposes and objectives of the Act and the RAB Law, the City hereby determines to finance the Aegean Project as a portion of the Project. In order to finance the Aegean Project, the additional Bonds in the aggregate principal amount not to exceed \$2,000,000 (the “**Aegean Bonds**”) are hereby authorized to be issued as Additional Bonds under and as such term is defined in the Trust Indenture, as may be amended and supplemented in connection with the issuance of the Aegean Bonds, from the original authorization of Bonds, making the remaining authorization of Bonds to be issued pursuant to the Bond Authorizing Resolution not to exceed \$48,125,000 (after deducting the amount of the Vive Bonds, the South Grand Bonds, the Monroe Bonds and the Triangle Bonds and as adjusted after the issuance of the Aegean Bonds authorized hereby). Taking from that consideration of the proposed \$1,500,000 Baltic Bonds to be issued parallel with the Aegan Bonds, that not to exceed amount is \$46,625.000. The Aegean Bonds may be issued in multiple series, shall be dated, shall bear interest at such rates of interest and shall be payable as to principal, interest and premium, if any, all as is specified therein. The Aegean Bonds shall be issued in the form, shall mature, shall be subject to redemption prior to maturity and shall have such other details and provisions as are prescribed by the Trust Indenture, as may be amended and supplemented in connection with the issuance of the Aegean Bonds.

Section 2. Bonds to Constitute Special Limited Obligations. The Aegean Bonds, which are issued as Additional Bonds under the Trust Indenture, as may be amended and supplemented in connection with the issuance of the Aegean Bonds, shall be special limited obligations of the City,

payable solely out of the Pledged Portion of the Assessment and any other moneys derived pursuant to the Master Developer Special Assessment Agreement, and the Pledged Portion of the Assessment with respect to the Special Assessment Agreement or Special Assessments imposed in accordance with the Local Improvements Law, including those imposed by the Aegean Special Assessment Agreement to be executed and/or such Special Assessments are imposed from time to time; and all such moneys are hereby pledged to the payment of the Aegean Bonds. The payment of the principal of, premium, if any, and interest on the Aegean Bonds shall be secured by a pledge and assignment of the Pledged Portion of the Assessment and certain rights of the City as provided in the Master Developer Special Assessment Agreement and those certain Special Assessment Agreements (to be executed from time to time) including the Aegean Special Assessment Agreement. Neither the members of City Council nor any person executing the Aegean Bonds issued pursuant to this resolution, the Act and the RAB Law shall be liable personally on the Aegean Bonds by reason of the issuance thereof. The Aegean Bonds shall not be in any way a debt or liability of the City other than to the limited extent set forth in the Trust Indenture, as may be amended and supplemented in connection with the issuance of the Aegean Bonds. Neither the faith and credit nor taxing power of the City is pledged to the payment of, the principal or redemption price, if any, of or interest on the Aegean Bonds.

Section 3. Authorization of Bonds. (a) The Aegean Bonds shall mature no later than 30 years from the date of issuance and shall be issued in an aggregate principal amount not exceeding \$2,000,000. The Aegean Bonds shall bear interest at a rate or rates of interest which shall not exceed the maximum interest rates approved by the Local Finance Board in the Division of Local Government Services in the Department of Community Affairs (the “**Local Finance Board**”).

(b) The Mayor or City Manager (each an “**Authorized Officer**”) are each hereby authorized and directed to execute and deliver on behalf of the City a contract of purchase for the purchase of each series of Aegean Bonds (the “**Contract of Purchase**”) with an underwriter or underwriters (the “**Underwriter**” or “**Underwriters**”) to be determined by a certificate of award executed by an Authorized Officer (the “**Award Certificate**”) as determined by an Authorized Officer in consultation with counsel, approval thereof to be evidenced by such Authorized Officer's execution thereof, for the purchase of all, but not less than all, of each series of Aegean Bonds. The Aegean Bonds may be sold pursuant to a competitive sale, negotiated sale or limited placement agency, all as determined by an Authorized Officer. A copy of the Contract of Purchase shall be filed upon execution with the records of the City.

Section 4. Execution and Authentication. The Aegean Bonds shall be executed and authenticated in accordance with the Trust Indenture, as may be amended and supplemented in connection with the issuance of the Aegean Bonds, and shall be issued in registered form qualifying for book entry registration.

Section 5. Delivery of Bonds. Following execution of the Aegean Bonds, the Authorized Officer are each hereby authorized to deliver the Aegean Bonds to the Trustee for authentication and, after authentication, to deliver the Aegean Bonds to the Underwriters against receipt of the purchase price or unpaid balance thereof.

Section 6. Approval of Offering Document. The distribution by the Underwriters of a Limited Offering Memorandum or Official Statement in preliminary form (the “**Preliminary Offering Document**”) relating to the Aegean Bonds (a draft of which shall be filed with records of the City) in connection with the marketing of the Aegean Bonds, and the distribution of a final Limited Offering Memorandum or Official Statement relating to the Aegean Bonds to the purchasers of the Aegean Bonds (the “**Offering Document**”) is hereby authorized. The Authorized Officers are each hereby authorized to approve the contents of the Preliminary Offering Document with such changes therein and modifications

thereto as counsel may advise and such officer of the City may approve. The Authorized Officers are each hereby authorized to approve the contents of the Offering Document and to execute the Offering Document on behalf of the City, which Offering Document shall be in substantially the form of the Preliminary Offering Document with such changes therein (including the insertion of the redemption provisions and the initial interest rates for the Aegean Bonds) and supplements thereto as counsel may advise and the officer of the City executing the same may approve, such approval to be [evidenced](#) by such officer's execution thereof. The Authorized Officers are each hereby authorized to "deem final" the Preliminary Offering Document and to execute and deliver a certificate to the Underwriters to such effect.

Section 7. Approval of Seventh Supplemental Indenture. The form of the Seventh Supplemental Indenture presented to this meeting (a copy of which is on file with the records of the City), and all instruments to be attached thereto or executed in conjunction therewith, is hereby approved and the Authorized Officers are each hereby authorized to execute, acknowledge and deliver, and the City Clerk or Deputy City Clerk are each hereby authorized to affix and attest the seal of the City to the Seventh Supplemental Indenture in such form, with such changes therein as counsel may advise and the officers executing the same may approve, such approval to be evidenced by their execution thereof.

Section 8. Incidental Action. The Authorized Officers are each hereby authorized and directed to execute and deliver such other papers, instruments, certificates, opinions, affidavits and documents, including, without limitation, the Pledge and Assignment Agreement, and to take such other action as may be necessary or appropriate in order to carry out the purpose of this Resolution, including effectuating the execution and delivery of the Trust Indenture (inclusive of the Seventh Supplemental Indenture), the Master Developer Special Assessment Agreement and any Special Assessment Agreements, including the Aegean Special Assessment Agreement and the issuance and sale of the Aegean Bonds, all in accordance with the foregoing sections hereof.

Section 9. Prior Resolutions. All prior resolutions of the City or portions thereof inconsistent herewith are hereby replaced.

Section 10. Capitalized Terms. Capitalized terms used in this Resolution and not otherwise defined have the meaning given to such terms in the Trust Indenture.

Section 11. Construction. In case any one of more of the provisions of this resolution, the Trust Indenture (inclusive of the Seventh Supplemental Indenture), the Contract of Purchase, the Official Statement or the Aegean Bonds issued hereunder shall for any reason be held illegal or invalid, such illegality or invalidity shall not affect any other provision of this resolution of the Trust Indenture, the Contract of Purchase, the Official Statement and the Aegean Bonds shall be construed and enforced as if such illegal or invalid provision had not been contained therein.

Section 12. Effective Date. This Resolution shall take effect immediately upon adoption.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-249 which was finally adopted by the City Council at a meeting held on the 24th day of May, 2023

CERTIFIED BY ME THIS 25th DAY OF May, 2023.



~~Lisa Esposito, City Clerk~~ 5/25/2023

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 24, 2023
RESOLUTION SUMMARY

2023-250

The City Of Asbury Park Declaring Its Official Intent To Reimburse Expenditures For Project Costs From The Proceeds Of RAB Bonds



RESOLUTION NO. 2023-250

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

RESOLUTION OF THE CITY OF ASBURY PARK DECLARING ITS OFFICIAL INTENT TO REIMBURSE EXPENDITURES FOR PROJECT COSTS FROM THE PROCEEDS OF RAB BONDS

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

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

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

WHEREAS, on June 5, 2002, the City adopted the “Asbury Park Waterfront Redevelopment Plan (Plan IV)” (as amended and supplemented from time to time, the “**Redevelopment Plan**”) with respect to the “Asbury Park Waterfront Redevelopment Area,” as defined in the Redevelopment Plan, and consisting of the “Prime Renewal Area” and the “Boardwalk Area”, as such terms are also defined therein (collectively, the “**Waterfront Redevelopment Area**”); and

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

WHEREAS, the City and Asbury Partners, LLC (the “**Master Developer**”) entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002 (as amended by the First Amendment dated June 18, 2018, and the Second Amendment dated October 3, 2019 (collectively, the “**Redeveloper Agreement**”); and

WHEREAS, as a result of the world-wide financial issues (the “**Financial Crisis**”) occurring in or about 2008, an affiliate of iStar Financial Inc., as lender to Master Developer, foreclosed on a pledge of the membership interests of Master Developer, thereby succeeding to the ownership of the equity interests in the Master Developer; and

WHEREAS, during the Financial Crisis, Master Developer and the City arbitrated certain disputed issues arising under and in accordance with the requirements of the Redeveloper Agreement; and

WHEREAS, on or about July 18, 2011, arbitrator, Honorable Nicholas Politan issued an arbitrator's award (the "**Arbitrator's Award**") that determined, among other things, that the Parties should seek to work collaboratively to finance infrastructure improvements that are a critical construction condition to the development of residential housing units and other economic development activity within the Waterfront Redevelopment Area; and

WHEREAS, in order to comply with the spirit of the Arbitration Award to induce the Master Developer to proceed expeditiously with the development of residential units and other economic development activities within the Waterfront Redevelopment Area, and to determine an appropriate means to finance the cost of the infrastructure improvements, the City has determined that the cost of the infrastructure improvements should be assessed in the manner provided in *N.J.S.A. 40:56-1 et seq.* (the "**Local Improvements Law**") and/or pursuant to an assessment agreement under the Redevelopment Area Bond Financing Law pursuant to *N.J.S.A. 40A:12A-64 et seq.* (the "**RAB Law**"); and

WHEREAS, pursuant to Section 7.1 of the Redeveloper Agreement, the Master Developer is responsible for the costs of certain wastewater, stormwater, roadway, streetscape, utility and other infrastructure improvements (the "**Infrastructure Improvements**") within the Waterfront Redevelopment Area, which Infrastructure Improvements, in whole or in part, constitute (i) redevelopment projects (collectively, the "**Infrastructure Redevelopment Project**" or the "**Project**") to be undertaken pursuant to the Redevelopment Plan in the Waterfront Redevelopment Area, all as contemplated by the Redevelopment Law and RAB Law, and (ii) local improvements within the meaning, and for the purposes set forth in the Local Improvement Law for which a special assessment may be imposed; and

WHEREAS, pursuant to the RAB Law, a municipality may issue bonds ("**RABs**") to finance redevelopment projects pursuant to a redevelopment plan within an area in need of redevelopment, which RABs may be secured by, among other things, a special assessment on certain property within an area in need of redevelopment (the "**Special Assessments**"); and

WHEREAS, on February 20, 2013, the City finally adopted that certain ordinance entitled "An Ordinance of the City of Asbury Park, in the County of Monmouth, New Jersey, Providing for the Special Assessment of the Cost of Certain Wastewater, Stormwater, Roadway, Streetscape, Utility and Other Infrastructure Improvements in Portions of the Prime Renewal Area and the Boardwalk Area within the Asbury Park Redevelopment Area and Establishment of a Mechanism for Payment of the Cost Thereof" (the "**Ordinance**"), which Ordinance authorized the imposition of the Special Assessments pursuant to the statutory procedure set forth in the Local Improvements Law, *N.J.S.A. 40:56-1 et seq.* or pursuant to special assessment agreements (each, a "**Special Assessment Agreement**"); and

WHEREAS, as an inducement to the Master Developer to undertake the Project and in furtherance of the purposes of the Act and the RAB Law and to assist in financing the cost of the Project, the City also adopted a resolution on February 20, 2013 entitled "A RESOLUTION AUTHORIZING THE ISSUANCE OF ONE OR MORE SERIES OF NON-RECOURSE REDEVELOPMENT AREA BONDS OF THE CITY OF ASBURY PARK IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$58,000,000 (WATERFRONT REDEVELOPMENT AREA INFRASTRUCTURE PROJECT)" (the "**Bond Authorizing Resolution**") authorizing the issuance its non-recourse Redevelopment Area Bonds (Waterfront Redevelopment Area Infrastructure Project), in an aggregate principal amount not to exceed \$58,000,000, in one or more series (the "**Bonds**"), which Bonds shall be secured by a pledge of the Pledged Portion of the Assessment, as defined in that certain Special Assessment Agreement executed by and between the City and the Master Developer (the "**Master Developer Special Assessment Agreement**"), and assignment of certain rights of the City with respect to

the Project, including certain rights of the City under that certain Master Developer Special Assessment Agreement, and from time to time, by a Pledged Portion of the Assessment with respect to other Special Assessment Agreements or Special Assessments imposed in accordance with the Local Improvements Law, as such Special Assessment Agreements are executed and/or such Special Assessments are imposed, pursuant to a Trust Indenture dated July 1, 2013, as supplemented pursuant to supplemental trust indentures to be executed in connection with each series of Bonds, including but not limited to the First Supplemental Indenture dated July 1, 2013, the Second Supplemental Indenture dated January 1, 2016, the Third Supplemental Indenture dated January 1, 2016, and a Fourth Supplemental Indenture dated June 1, 2021 (collectively, the “**Trust Indenture**”) by and between the Authority and U.S. Bank National Association, now known as U.S. Bank Trust Company, National Association (the “**Trustee**”), which pledge and assignment are hereby declared to further secure the payment of the principal of and interest on the Bonds; and

WHEREAS, the City issued \$1,055,000 aggregate principal amount of its initial non-recourse Redevelopment Area Bonds, Series 2013A (Waterfront Redevelopment Area Infrastructure Project) on July 19, 2013 (the “**Vive Bonds**”) to provide funds to, among other things, finance and/or refinance part of the \$1,531,092 principal amount of Infrastructure Improvements set forth in that Special Assessment Agreement dated May 15, 2013 (the “**Vive URE Special Assessment Agreement**”) entered into between the City and AP Block 146 Developer Urban Renewal, LLC (the “**Vive URE**”), an affiliate of the Master Developer, with respect to, and for the benefit of, the twenty-eight (28) condominium unit housing redevelopment project constructed on property owned by Vive URE consisting of 801, 803, 805 and 807 Kingsley Street in the City (i.e., Block 3903, Lot 1 on the official tax maps of the City as a result of the consolidation of Block 3903, Lots 1, 2 and 3, the “**Vive Condominium**”); and

WHEREAS, the City issued \$1,465,000 aggregate principal amount of its non-recourse Redevelopment Area Bonds Series 2016A (Waterfront Redevelopment Area Infrastructure Project) on January 7, 2016 (the “**South Grand Bonds**”) to provide funds to, among other things, finance and/or refinance part of the \$1,117,220 principal amount of Infrastructure Improvements set forth in that Special Assessment Agreement dated January 7, 2016 (the “**South Grand URE Special Assessment Agreement**”) entered into between the City, AP at South Grand Urban Renewal, LLC and K. Hovnanian at Asbury Park Urban Renewal, LLC, to provide funding to the Master Developer for the financing of the Cost of certain wastewater, stormwater, roadway, streetscape, utility and other Infrastructure Improvements for the benefit of twenty-eight (28) townhomes on property identified as Block 3205, Lots 13, 14 and 15 on the official tax map of the City (the “**South Grand Project**”); and

WHEREAS, the City issued \$1,980,000 aggregate principal amount of its non-recourse Redevelopment Area Bonds Series 2016B (Waterfront Redevelopment Area Infrastructure Project) on January 7, 2016 (the “**Monroe Bonds**”) to provide funds to, among other things, finance and/or refinance part of the \$2,533,400.21 principal amount of Infrastructure Improvements set forth in that Special Assessment Agreement dated January 7, 2016 (the “**Monroe URE Special Assessment Agreement**”) entered into between the City and by AP at Monroe Urban Renewal, LLC, to provide funding to the Master Developer for the financing of the Cost of certain wastewater, stormwater, roadway, streetscape, utility and other Infrastructure Improvements for the benefit of a three to four story condominium building containing thirty-four (34) residential units on property commonly known as 601 Heck Street in the City and currently identified as Block 3205, Lot 16, on the official tax map of the City (the “**Monroe Project**”)

WHEREAS, the City issued \$3,375,000 aggregate principal amount of its non-recourse Redevelopment Area Bonds Series 2021A (Waterfront Redevelopment Area Infrastructure Project) on June 4, 2021 (the “**Triangle Bonds**”) to provide funds to, among other things, finance and/or refinance part of the \$2,448,281.25 principal amount of Infrastructure Improvements set forth in that Amended and

Restated Special Assessment Agreement dated June 4, 2021 (the “**Triangle Townhome Special Assessment Agreement**”) entered into between the City and by K. Hovnanian’s Cove at Asbury Park Urban Renewal, LLC, to provide funding to the Master Developer for the financing of the Cost of certain wastewater, stormwater, roadway, streetscape, utility and other Infrastructure Improvements for the benefit of 48 residential condominium units on property in the City and currently identified as Block 3801, Lots 1.01, 1.03 and 1.05, on the official tax map of the City (the “**Triangle Project**”).

WHEREAS, \$50,125,000 of the original \$58,000,000 non-recourse Bonds authorized by the Bond Authoring Resolution remains and the City desires to issue one or more series of additional non-recourse Bonds in future from such remaining amount;

WHEREAS, the City and the Master Developer reasonably anticipate that the Bonds, the interest on which may be excluded from gross income under Section 103(a) of the Internal Revenue Code of 1986, as amended (the “*Code*”), shall be issued by the City to finance the Infrastructure Improvements on a long-term basis; and

WHEREAS, on June 13, 2012, the City adopted a resolution expressing its desire to preserve its right to treat an allocation of proceeds of the Bonds to the reimbursement of the costs of the Infrastructure Improvements (the “*Project Costs*”) prior to the issuance of the Bonds as an expenditure for such Project Costs to be reimbursed for purposes of Sections 103 and 141 through 150, inclusive, of the Code.

WHEREAS, the City again hereby desires to preserve its right to treat an allocation of proceeds of the Bonds to the reimbursement of Project Costs prior to the issuance of the Bonds as an expenditure for such Project Costs to be reimbursed for purposes of Sections 103 and 141 through 150, inclusive, of the Code.

NOW THEREFORE BE IT RESOLVED 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 City reasonably expects to reimburse the Master Developer’s or City’s expenditure of Project Costs paid prior to the issuance of the Bonds with proceeds of its Bonds.

Section 2. This resolution is intended to be and hereby is a declaration of the City’s official intent to reimburse the expenditure of Project Costs paid prior to the issuance of the Bonds with the proceeds of a borrowing to be incurred by the City, in accordance with Treasury Regulations §1.150-2, but does not obligate the City to issue said Bonds.

Section 3. The aggregate maximum principal amount of the Bonds expected to be issued to finance the Project Costs is the remaining \$50,125,000.

Section 4. The Project Costs to be reimbursed with the proceeds of the Bonds will be “capital expenditures” in accordance with the meaning of Section 150 of the Code.

Section 5. No reimbursement allocation will employ an “abusive arbitrage device” under Treasury Regulations §1.148-10 to avoid the arbitrage restrictions or to avoid the restrictions under Sections 142 through 147, inclusive, of the Code. The proceeds of the Bonds used to reimburse the City or the Master Developer for Project Costs, or funds corresponding to such amounts, will not be used in a manner that results in the creation of “replacement proceeds”, including “sinking funds”, “pledged funds” or funds subject to a “negative pledge” (as such terms are defined in Treasury Regulations §1.148-1), of

the Bonds or another issue of debt obligations of the City, other than amounts deposited into a “bona fide debt service fund” (as defined in Treasury Regulations §1.148-1).

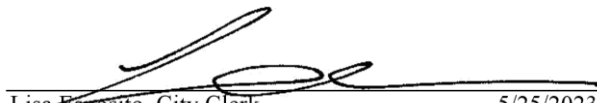
Section 6. All reimbursement allocations will occur not later than 18 months after the later of (i) the date the expenditure from a source other than the Bonds is paid, or (ii) the date the Infrastructure Improvements are “placed in service” (within the meaning of Treasury Regulations §1.150-2) or abandoned, but in no event more than 3 years after the expenditure is paid.

Section 7. Nothing in this resolution shall be deemed to grant the Master Developer any approvals or authorization regarding any of the Bonds, all of which are presently under discussion between the City and the Master Developer and subject to approval and authorization under applicable law. However, should such parties agree upon the terms of the Bonds and any other related agreements, this resolution would preserve the Master Developer’s right to reimburse certain equity expenditures for Project Costs made after the date of adoption hereof from the proceeds of any such Bonds.

Section 8. This resolution shall take effect immediately.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-250 which was finally adopted by the City Council at a meeting held on the 24th day of May, 2023

CERTIFIED BY ME THIS 25th DAY OF May, 2023.


 Lisa Esposito, City Clerk 5/25/2023

LISA ESPOSITO
 CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 24, 2023
RESOLUTION SUMMARY

2023-251

Resolution Of The City Of Asbury Park Making Application To The Local Finance Board Seeking Authorization For Not To Exceed \$4,500,000 Redevelopment Area Bonds To Finance The Construction And Installation Of Certain Infrastructure Improvements Within A Portion Of The Asbury Park Waterfront Redevelopment Area Pursuant To N.J.S.A. 40a:12a-29(A)(3) And N.J.S.A. 40a:12a-67



RESOLUTION NO. 2023-251

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

**RESOLUTION OF THE CITY OF ASBURY PARK MAKING APPLICATION TO THE
LOCAL FINANCE BOARD SEEKING AUTHORIZATION FOR NOT TO EXCEED
\$4,500,000 REDEVELOPMENT AREA BONDS TO FINANCE THE CONSTRUCTION
AND INSTALLATION OF CERTAIN INFRASTRUCTURE IMPROVEMENTS
WITHIN A PORTION OF THE ASBURY PARK WATERFRONT REDEVELOPMENT
AREA PURSUANT TO N.J.S.A. 40A:12A-29(A)(3) AND N.J.S.A. 40A:12A-67**

WHEREAS, the City of Asbury Park (the “City”) desires to make application to the Local Finance Board with respect to a proposed bond resolution authorizing the issuance of not to exceed \$4,500,000 redevelopment area bonds (the “Bonds”), which Bonds shall be used to finance the construction and installation of certain infrastructure improvements within a portion of the Asbury Park Waterfront Redevelopment Area (the “Infrastructure Project”), and a special assessment agreement with respect to same, all pursuant to the Redevelopment Area Bond Financing Law (N.J.S.A. 40A:12A-64 et seq.) (the “RAB Law”), N.J.S.A. 40A:12A-29(a)(3) and any other law of the State of New Jersey necessary to issue and delivery said Bonds; and

WHEREAS, the Bonds will be secured by special assessments paid by redevelopers, which payments shall be pledged and assigned by the City to secure the Bonds; and

WHEREAS, any financial instrument such as the Bonds proposed herein which are secured in whole or in part by payments of special assessments shall be subject to the review and approval of the Local Finance Board within the New Jersey Department of Community Affairs (the “Board”) pursuant to the RAB Law; and

WHEREAS, the City believes that:

- (a) it is in the public interest to accomplish such purpose; and
- (b) said purpose or improvements are for the health, welfare, convenience or betterment of the inhabitants of the local unit or units; and
- (c) the amounts to be expended for said purpose or improvements are not unreasonable or exorbitant; and
- (d) the proposal is an efficient and feasible means of providing services for the needs of the inhabitants of the local unit or units and will not create an undue financial burden to be placed upon the local unit or units; and

(e) the implementation of the Infrastructure Project is in the best interests of the City and its residents,

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

I. GENERAL

The aforementioned recitals are incorporated herein as though fully set forth at length.

II. APPLICATION TO LOCAL FINANCE BOARD APPROVED

(a) The application to the Local Finance Board is hereby approved, and the City's Financial Advisor, Acacia Financial Group, Inc., bond counsel, Archer & Greiner P.C., and along with other representatives of the City, are hereby authorized to prepare and submit the above-referenced application.

(b) The Clerk is hereby directed to prepare and file a copy of this Resolution with the Local Finance Board as part of such application.

(c) The Local Finance Board is hereby respectfully requested to consider such application and to record its findings, recommendations and/or approvals as the same may be required by law.

(d) The City's Mayor, Manager or Chief Financial Officer are each hereby authorized and directed to determine all matters in connection with the Bonds and the project associated with same not determined by this or a subsequent resolution, all in consultation with Bond Counsel or Special Counsel, and the manual or facsimile signature of the City's Mayor, City Manager or Chief Financial Officer upon any documents shall be conclusive as to all such determinations. The City's Mayor, Manager, Chief Financial Officer, Clerk and any other City Representative, including but not limited to, Bond Counsel or Special Counsel, are each hereby authorized and directed to take such actions or refrain from such actions as are necessary to consummate the transaction contemplated by the City's issuance of the Bonds and the undertaking of the project associated with same, and any and all such actions or inactions taken by the aforesaid City Representatives heretofore are hereby ratified and confirmed, *nunc pro tunc*.

III. SEVERABILITY

If any part of this Resolution shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Resolution.

IV. AVAILABILITY OF THE RESOLUTION

A copy of this resolution shall be available for public inspection at the offices of the City.

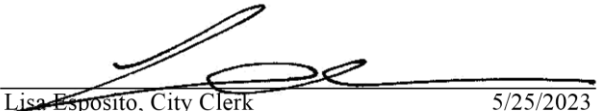
V. EFFECTIVE DATE

This Resolution shall take effect immediately upon its adoption.

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

NO. 2023-251 which was finally adopted by the City Council at a meeting held on the 24th day of May, 2023

CERTIFIED BY ME THIS 25th DAY OF May, 2023.



Lisa Esposito, City Clerk 5/25/2023

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 24, 2023
RESOLUTION SUMMARY

2023-252

Memorandum Of Understanding Between City Of Asbury Park And The Housing
Authority Of The City Of Asbury Park



RESOLUTION NO. 2023-252

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

RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF ASBURY PARK AND THE HOUSING AUTHORITY OF THE CITY OF ASBURY PARK

WHEREAS, in response to the New Jersey Supreme Court’s decision In re Adoption of N.J.A.C. 5:96 and 5:97 by N.J. Council on Affordable Housing, 221 N.J. 1 (2015), on or about February 20, 2020, the City of Asbury Park filed an action with the Superior Court of New Jersey (“Court”), entitled In the Matter of the Application of the City of Asbury Park, County of Monmouth, Docket No. MON-L-000611-20, seeking a Judgment of Compliance and Repose approving its Affordable Housing Plan (as defined herein), in addition to related reliefs; and

WHEREAS, the City simultaneously sought, and ultimately secured, a series of court orders immunizing Asbury Park from all exclusionary zoning lawsuits while it pursues approval of its Housing Element and Fair Share Plan; and

WHEREAS, as part of that process, Fair Share Housing Center (“FSHC”) raised concerns over 136 of the City’s RCA units (the “Rental RCA Units”) and the remaining 70 units left to be addressed (the “Remaining RCA Units”) by the City’s RCA program (a total of 206 units); and

WHEREAS, through negotiations, the Parties have reached an agreement regarding the City’s obligations, including a resolution relative to the 206-unit Regional Contribution Agreement (“RCA”) units which were allegedly deficient; and

WHEREAS, the City Council finds it to be in the best interest of the City to enter into the Memorandum of Understanding with the Housing Authority of Asbury Park; and

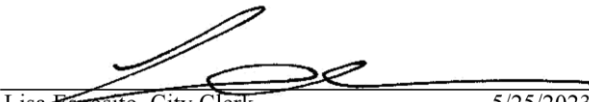
NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Asbury Park, County of Monmouth, State of New Jersey as follows:

1. The Mayor and City Clerk are hereby authorized to execute the Memorandum of Understanding with the Asbury Park Housing Authority, attached as **Exhibit A**, subject to any de minimis revisions from Counsel; and

2. The appropriate City officials and professionals are hereby authorized to take all actions necessary to carry out and complete the terms of the Memorandum of Understanding.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-252 which was finally adopted by the City Council at a meeting held on the 24th day of May, 2023

CERTIFIED BY ME THIS 25th DAY OF May, 2023.



Lisa Esposito, City Clerk 5/25/2023

LISA ESPOSITO
CITY CLERK

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ASBURY PARK AND ASBURY PARK HOUSING AUTHORITY

THIS AGREEMENT (“Agreement”) made this _____ day of _____, 2023, by and between:

CITY OF ASBURY PARK, a municipal corporation and body politic organized under the laws of the State of New Jersey, County of Monmouth, having an address at One Municipal Plaza, Asbury Park, New Jersey 07712 (hereinafter the “City” or “Asbury Park”);

And

ASBURY PARK HOUSING AUTHORITY, a duly incorporated housing authority pursuant to N.J.S.A. 40A:12A-17, et seq., with a business address of 1000 1/2 3rd Avenue, Asbury Park, New Jersey 07712 Monmouth. (hereinafter “Housing Authority” or “HA”);

Collectively, the City and HA shall be referred to as the “Parties.”

WHEREAS, in response to the New Jersey Supreme Court’s decision in In re Adoption of N.J.A.C. 5:96 and 5:97 by N.J. Council on Affordable Housing, 221 N.J. 1 (2015), on or about February 20, 2020, the City filed an action with the Superior Court of New Jersey (“Court”), entitled In the Matter of the Application of the City of Asbury Park, County of Monmouth, Docket No. MON-L-00061120, (“DJ Action”) seeking a Judgment of Compliance and Repose approving its Affordable Housing Plan, in addition to related reliefs (the “Compliance Action”); and

WHEREAS, the City simultaneously sought, and ultimately secured, a series of court orders immunizing Asbury Park from all exclusionary zoning lawsuits while it pursues approval of its Fair Share Plan; and

WHEREAS, as part of that process, Fair Share Housing Center (“FSHC”) raised concerns over 136 of the City’s RCA Units (the “Rental RCA Units”) and the remaining 70 units left to be addressed (the “Remaining RCA Units”) by the City’s RCA program (a total of 206 units); and

WHEREAS, the 206 RCA Units would have been restricted for a total of 2,060 years (10-year restrictions on 206 units); and

WHEREAS, the City intends to address this concern by discontinuing the RCA program and partnering with the HA for the construction of new affordable units which will equal or exceed the total number of years of restrictions associated with the 206 RCA Units. For example, 69 newly constructed affordable units, restricted for at least 30 years each, would yield at least 2,070 years of controls; and

WHEREAS, the City maintains it is the owner of the real property identified on the City Tax Map as Block 704, Lots 9 & 10 and the Housing Authority is the owner of Block 704, Lot 1, which properties are all located where Memorial Drive, Springwood Avenue and Prospect Avenue intersect and which properties shall collectively be referred to as the “Home Plate” Site; and

WHEREAS, the HA is the owner of an adjacent developed site known as Lincoln Village and containing 63 affordable housing units (“Lincoln Village” or the “Lincoln Village Site”) (collectively the Home Plate Site and the Lincoln Village Site will be referred to as the “Total Site”); and

WHEREAS, the Parties have agreed to the construction of a 100% affordable family rental housing development (the “Project”) on the Total Site, which will be constructed in phases, and which will consist of no less than 132 new affordable family rental units, which represents at least a 69-unit increase in the total number of affordable units that currently exists on either of the sites individually or the Total Site; and

WHEREAS, the Parties have agreed that the Project requires the land situated both in the northern and southern portions of the Total Site and have therefore agreed that the Block 704, Lots 9 and 10 will be transferred to the HA as described in Section 3.1 below; and

WHEREAS, the Parties have agreed that the HA will be paid the monies associated with the RCA units that were identified by FSHC as having potential problems in their administration, and shall utilize said funds to develop the Project as described in this agreement; and

WHEREAS, Home Plate will be developed as “Phase I” of the project (approximately 60-70 new units) and will provide housing to currently existing Lincoln Village residents, residing as of the date of execution of this Agreement (the “Existing Lincoln Village Residents”); and

WHEREAS, Lincoln Village will be demolished and redeveloped as Phase II (approximate 70-80 units) of the project; and

WHEREAS, once Phase II is completed, existing or former residents of the Rental RCA Units will be given preference as described in this Agreement; and

WHEREAS, to ensure that newly constructed units generate affordable housing credits to address the remaining RCA obligations of the City and the City’s Gap (1999-2015) and Round 3 (2015-2025) affordable housing obligations, these units shall meet the applicable requirements for 100% affordable housing projects and be developed in accordance with the COAH Prior Round Regulations, relevant provisions of the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et. seq. (“UHAC”) and all other applicable law unless expressly agreed otherwise, with the exception of the aforementioned preference for existing or former residents of the Rental RCA Units at the Phase II building.

NOW, THEREFORE, in consideration of the promises, the mutual obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties hereto, each binding itself, its successors and assigns, do hereby covenant and agree, each with the other, as follows:

DEFINITIONS

- i. Regional Contribution Agreement or “RCA” refers to various agreements the City has with other municipalities (“Sending Municipalities”) as a mechanism to address affordable housing wherein the City (the “Receiving Municipality”) agrees to construct or rehabilitate affordable housing in exchange for funding from the Sending Municipalities.
- ii. “Rental RCA Units” shall refer to the 136 allegedly defective Rental RCA Units that the City will no longer be relying upon for satisfaction of its Regional Contribution Agreements if the Court approves their removal and the City’s proposed replacement units described in this Agreement. The Parties understand that the Housing Authority bears no responsibility for the Rental RCA units.
- iii. “Remaining RCA Units” shall refer to the remaining units which were part of the RCA program, but which were never completed. The City estimates that this figure is 70 units as of the date of this Agreement. The Parties understand that the Housing Authority bears no responsibility for the Remaining RCA Units.
- iv. “RCA Funds” shall refer to the funds associated with the 136 Rental RCA Units and the 70 remaining RCA Units, which will no longer be utilized for the RCA program but which will instead be utilized to partially subsidize the project described in this agreement.
- v. Declaratory Judgment Action or “DJ Action” refers to the City’s pending affordable housing case, bearing docket MON-L-611-20, whereby the City is seeking approval of its affordable housing plan.
- vi. “Credit-worthy Units” shall refer to approval of the units as acceptable credits in the City’s DJ Action.

ARTICLE I - PURPOSE

1.1. The purpose of this MOU is to facilitate the construction of a 100% family rental affordable housing development on the Total Site in two phases (Phase I and Phase II) which will ultimately yield 132 or more total new family affordable rental units.

ARTICLE II - HOUSING AUTHORITY’S (“HA”) OBLIGATIONS

2.1 Obligation To Develop Total Site In Accordance With Various Requirements:

The HA agrees to maintain the Total Site in accordance with (a) any and all requirements to maintain funding from the variety of sources that will fund this project, including a subsidy from the City (monies associated with the 206-unit RCA obligation, HUD Project-Based assistance, Low Income Housing Tax Credits, the Federal HOME Program, Federal Home Loan Bank and/or other outside funding sources); (b) any other applicable governmental approvals, and (c) the terms and conditions of this Agreement.

2.2 Obligation for Demolition: The HA agrees to demolish the existing 63-unit Lincoln Village affordable housing development, which demolition is necessary for the proposed larger and modern development of the Total Site. The HA will ensure to all Existing Lincoln Village Residents continuous affordable housing by and through the new development of the Project with 63 total units (the “New Lincoln Village Units,”) which will be phased such that

newly completed units will provide housing for displaced residents as described in Section 2.3 below. The Housing Authority agrees that all Existing Lincoln Village Residents will have the opportunity to move into a comparable unit per HUD standards, consistent with 24 CFR § 970.21(a)(3). The Housing Authority further agrees that in no event shall less than 132 total new units be constructed and no less than 63 reserved initially for Existing Lincoln Village Residents. In addition, the Housing Authority agrees that, regardless of which funding mechanisms it elects for the project, it will provide Existing Lincoln Village Residents the same protections that would be available to them under HUD requirements governing Rental Assistance Demonstration (RAD) projects, including that Existing Lincoln Village Residents will have a right of return and will not be subject to rescreening, income eligibility or income targeting, except as otherwise required by HUD and/or other governing, regulatory or controlling authorities See HUD Notice PIH 2016-17 (HA). As to the New Lincoln Village units (Phase I), there will be continued preference for all units for tenants earning below thirty percent (30%) of median income. All of the affordable units produced in Phase II of the project shall fully comply with the UHAC, including but not limited to the required bedroom and income distribution, with the sole exception that at least twenty-five percent (25%) of the affordable units within each bedroom distribution shall be required to be for very low income households earning thirty percent (30%) or less of median income pursuant to the Fair Housing Act.

2.3 Phasing: HA shall construct the project in two phases. Phase I shall consist of the development of the Home Plate Site, containing roughly 63 new family rental affordable units in a mixed-use setting, in a manner substantially consistent with Exhibit A of this Agreement. Once Phase I is completed, Existing Lincoln Village Residents will be afforded the opportunity to move into the new Home Plate units without the need for interim housing elsewhere. The Housing Authority agrees to work with the City on noticing all Existing Lincoln Village Residents of the transition, consistent with HUD requirements, and to provide an opportunity for residents' questions regarding the transition to be answered. Phase II shall commence immediately following the completion of Phase I and shall consist of roughly 70 or more new family affordable rental units, with 69 (plus one for the super) reserved for those that demonstrate eligibility.

2.4 Preference for Prior RCA Tenants: As a critical and non-severable component of this Agreement, the Parties agree that any former Rental RCA resident shall have priority treatment to move into a new unit within the Phase II development. The City agrees to conduct records searches, including searches associated with the addresses of the 136 Rental RCA Units to identify potentially aggrieved individuals. Those individuals will be provided actual notice of the remedy to their last known address. In addition to the foregoing, notice of this Agreement and its remedy shall be published pursuant to COAH regulations. To demonstrate eligibility for preferential treatment, a prospective tenant shall, within four years of Court approval of this Agreement, demonstrate that the household was a former resident of a Rental RCA Unit. The Parties agree that a prospective tenant may demonstrate that they are an aggrieved former Rental RCA resident, among other methods, by providing sufficient personal information (such as name, current address, or Social Security number) to facilitate confirmation by the City through a public records search (the cost of which is not to be passed onto the applicant) that the person resided at one of the known Rental RCA Units. In addition, a tenant may show proof of residence through prior records such as electric bills or tax returns. The Parties acknowledge that this

criterion and the process for determining eligibility may be revised depending on feedback from the Court's Special Master and the initial feasibility of the proposed process described in this Agreement. The HA shall work in collaboration with the City's Administrative Agent to maintain a list of RCA Preference Households, however all units in the project shall be administered by the Housing Authority. Relative to the RCA Preference Households, the HA shall provide updates annually as to the administration of the units, however HA shall not be held liable for claims made by former residents of rental RCA units including, but not limited to, claims asserted by former residents that they did not receive notice of the proposed remedy or for claims based on a denial of eligibility resulting from a failure to provide proof of eligibility. The City shall indemnify, defend and hold HA harmless from any such claims asserted by former residents of Rental RCA Units. The City is expressly seeking Court approval of this solution to remedy any alleged harm resulting from the rental component of its RCA program. The Housing Authority shall set aside the total yield of at least 132 units minus the 63 New Lincoln Village units, for this purpose, but in no event fewer than 69 (+1 for the super) units. After four years from the date of approval of this or a similar agreement, should the number of units necessary to remedy harm resulting from the rental component the City's RCA program be less than 69 units, the remaining units shall be released and no longer reserved for this purpose. The Parties acknowledge and agree that aggrieved individuals may demonstrate eligibility within four years from date of court approval, but after all units are occupied, the aggrieved individual will be added to the waiting list and will have priority when one of the 69 reserved unit becomes available. No one who has been placed on the waiting list prior to the end of the four-year period shall lose their position on the waiting list at the expiration of that period.

2.5 Obligation To Provide Creditworthy Units And Maintain The Creditworthiness Of The Units: The HA shall ensure that the Project maintains the affordability controls on each unit for a period of at least 30 years, so that at least 132 units are creditworthy as affordable units as defined by COAH regulations (N.J.A.C. 5:93-1.1, et seq. and N.J.A.C. 5:97-1.1 et seq.) and Uniform Housing Affordability Controls ("UHAC") (N.J.A.C. 5:80-26.1 et seq.). The Parties agree that this will be accomplished via affordability controls as described in Section 2.8 below and through the Housing Authority's administration of the units based on Housing and Urban Development ("HUD") standards. The City will seek approval of the credits through appropriate Court Hearings in 2023. After Court approval, the HA, including its successors and assigns shall have the continuing responsibility to lease the units in accordance with applicable Federal, State, and local laws and affordability for at least the terms specified in this agreement.

2.6 Obligation To Cooperate With the City in its Efforts To Monitor the Units: The Parties acknowledge that the City may have the obligation from time to time to generate information necessary to demonstrate the creditworthiness of the units. The HA will cooperate with the City handling all monitoring and reporting requirements. However, it is the City's obligation to do all necessary reporting to the Court to demonstrate the continuing viability of the credits. If, subsequent to Court approval, units are determined to not be credit-worthy, the HA shall be held harmless pursuant to Section 9.18 of this Agreement, so long as the HA is otherwise compliant with this Agreement.

2.7 Obligation for Administrative Entity: The HA will contract with the developer to administer and affirmatively market the units at the site, income qualify applicants solely if permitted under Section 2.1 of this MOU, place minimum thirty (30)-year affordability controls on the units and provide long-term administration of the units. The affordable units will be affirmatively marketed in accordance with COAH Regulations, except that notice and priority will be provided to former Rental RCA Unit residents pursuant to Section 2.4 of this MOU.

2.8. Obligation to Properly Deed-Restrict the Units: The HA will also work with the City and the Administrative Agent to record a new deed restriction so that at least 132 new affordable units will be deed-restricted and include affordability controls for a minimum of thirty (30) years, requiring all units to be reserved for very-low, low- and moderate-income households, which controls shall be triggered upon the date the units become occupied. With respect to Phase II, UHAC standards shall apply, however, as permitted under the FHA, the minimum number of very-low income units will comply with Section 2.2 of this MOU.

ARTICLE III - OBLIGATIONS OF THE CITY

3.1 Obligation to Provide Subsidy: The City will provide a subsidy of approximately \$3,045,435, less the value of the agreed-upon land value for Block 704, Lots 9 & 10 (\$500,000) for a total of \$2,545,435 as partial funds for the Project within 12 months of Court approval of this Agreement. The figure described above represents the monies associated with the RCA program as described and documented in Exhibit B to this Agreement.

3.2 Obligation to Provide a Certificate of Occupancy Upon Satisfaction of Responsibilities: Pursuant to N.J.A.C. 5:97-6.14, the City shall obtain a continuing certification of occupancy or a certified statement from the municipal building inspector stating that the restricted units meet all code standards and if a unit requires repair and/or rehabilitation work in order to receive a continuing certificate of occupancy or certified statement, the municipality shall fund the work.

3.3 Obligation for Bonding: In addition to the foregoing, the City shall adopt a resolution of intent to bond for any shortfalls in funding within 90 days of Court approval of this Agreement. To the extent the Project no longer receives outside funding, the City shall fund shortfalls in funding or attempt to purchase the Project from the Housing Authority.

ARTICLE IV - MUTUAL OBLIGATIONS

4.1 Pursuant to Section 2.4, the Parties will work collaboratively to deviate from standard affirmative marketing requirements in order to provide ‘front of the line’ access to former Rental RCA residents.

ARTICLE V - COURT APPROVAL OF AGREEMENT

5.1 Court Approval of the Agreement: Within 90 days of the execution of this Agreement by all Parties, the Parties shall seek Court approval of this agreement via an order entered into by the Court after a properly noticed Fairness Hearing.

5.2 An Essential and Non-Severable Condition of this Agreement: The Parties hereto agree that an essential and non-severable condition of this Agreement is that any order issued by the Court specifically recognizes these credits as appropriate for replacing some or all of the units lost as a result of the RCA program.

ARTICLE VI - COOPERATION AND COMPLIANCE

6.1 Implementation of Agreement: The Parties agree to cooperate with each other and to provide all necessary and reasonable documentation, certificates and consents in order to satisfy the terms and conditions hereof and the terms and conditions of this Agreement.

6.2 Enforcement of Agreement: The Parties hereto agree to cooperate with each other, furnish all necessary and reasonable documentation and take all necessary actions to assure compliance with the terms of this Agreement.

ARTICLE VII - NOTICES

7.1 Notices: Any notice or transmittal of any document required, permitted or appropriate hereunder and/or any transmittal between the Parties relating to the Total Site (herein "Notice[s]") shall be written and shall be served upon the respective Parties by facsimile or by certified mail, return receipt requested, or recognized overnight or personal carrier such as, for example, Federal Express, with certified proof of receipt, and, where feasible (for example, any transmittal of less than fifty (50) pages), and in addition thereto, a facsimile delivery shall be provided. All Notices shall be deemed received upon the date of delivery set forth in such certified proof, and all times for performance based upon notice shall be from the date set forth therein. Delivery shall be effectuated as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days' notice as provided herein:

TO HOUSING AUTHORITY:

Asbury Park Housing Authority, LLC
1000 1/2 3rd Avenue
Asbury Park, NJ 07712

Lester E. Taylor, Esq.
Florio Perrucci Steinhardt Cappelli Tipton and Taylor LLC
430 Mountain Avenue, Suite 103
New Providence, NJ 07974

TO THE CITY:

Lisa Esposito, City Clerk
City of Asbury Park
1 Municipal Plaza
Asbury Park, NJ 07712

Michael J. Edwards, Esq.
 Surenian, Edwards, Buzak & Nolan LLC
 311 Broadway
 Point Pleasant Beach, NJ 08742

In the event any of the individuals identified above has a successor, the individual identified shall name the successor and notify all others identified of their successor.

ARTICLE VIII - DEFAULT

8.1 Default: In the event that any of the Parties shall fail to perform any material obligation on its part to be performed pursuant to the terms and conditions of this Agreement, unless such obligation is waived by all of the other Parties for whose benefit such obligation is intended, or by the Court, such failure to perform shall constitute a default of this Agreement. Upon the occurrence of any default, the non-defaulting Party shall provide notice of the default and the defaulting Party shall have a reasonable opportunity to cure the default within forty-five (45) days. In the event the defaulting Party fails to cure within forty-five (45) days or such reasonable period of time as may be appropriate, the Party(ies) for whose benefit such obligation is intended shall be entitled to exercise any and all rights and remedies that may be available in equity or under the laws of the State of New Jersey, including the right of specific performance to the extent available. Further, the Parties may apply to the Court for relief, by way of a motion for enforcement of litigant's rights.

8.2 No Waiver of Rights and Remedies by Delay: Any delay by an aggrieved Party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate as a waiver of such rights and shall not deprive the aggrieved Party of such rights or limit the aggrieved Party's rights in any way. It is the intent of this provision that the Parties' rights under this Agreement shall not be unduly abridged by concepts of waiver, laches, or otherwise, so that the Parties may enforce their rights while it is still possible to resolve the problems created by the default involved. Nor shall any waiver in fact made by the aggrieved Party with respect to any specific default by the defaulting Party under this Agreement be considered or treated as a waiver of the rights of the aggrieved Party with respect to any other defaults by the defaulting Party under this Agreement or with respect to the particular default except to the extent specifically waived in writing.

IX - MISCELLANEOUS

9.1 Severability: Unless otherwise specified, it is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.

9.2 Successors Bound: The provisions of this Agreement shall run with the land, and the obligations and benefits hereunder shall be binding upon and inure to the benefit of the Parties, their successors and assigns, including any person, corporation, partnership or other legal entity

which at any particular time may have a fee title interest in the Property which is the subject of this Agreement.

9.3 No Modification: This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.

9.4 Recording: It is intended that this Agreement will be recorded in the Clerk's Office of Monmouth County by the HA.

9.5 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.

9.6 Voluntary Agreement: The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each party is the proper person and possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

9.7 Interpretation: In the event of any subsequent dispute or ambiguity involving the interpretation of this Agreement, inasmuch as HA and its attorneys have had substantial input into the terms and conditions contained herein, this Agreement shall not be interpreted against the City or its attorneys as a result of the Agreement being primarily drafted by the City.

9.8 Assignment: None of the Parties may assign this Agreement without the written consent of the other Parties. Furthermore, the HA may, upon advance notice to the City, but without consent of City, assign this Agreement to other existing or to be created entities that are owned or controlled by the HA.

9.9 Schedules: Any and all Exhibits and Schedules annexed to this Agreement are hereby made a part of this Agreement by this reference thereto. Any and all Exhibits and Schedules now and/or in the future are hereby made or will be made a part of this Agreement with prior written approval of both Parties.

9.10 Entire Agreement: This Agreement constitutes the entire Agreement between the parties hereto and supersedes all prior oral and written agreements between the parties with respect to the subject matter hereof except as otherwise provided herein.

9.11 Conflict of Interest: No member, official or employee of the City shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.

9.12 Effective Date: Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which the Court approves this Agreement.

9.13 Captions: The captions and titles to this Agreement and the several sections and subsections are inserted for purposes of convenience of reference only and are in no way to be

construed as limiting or modifying the scope and intent of the various provisions of this Agreement.

9.14 Waiver: The Parties agree that this Agreement is enforceable. Each of the Parties waives all rights to challenge the validity or the ability to enforce this Agreement. Failure to enforce any of the provisions of this Agreement by any of the Parties shall not be construed as a waiver of these or other provisions.

9.15 Notice of Actions: The Parties and their respective counsel agree immediately to provide each other with notice of any lawsuits, actions or governmental declarations threatened or pending by third parties of which they are actually aware, which may affect the provisions of this Agreement.

9.16 Construction, Resolution of Disputes, Governing Law: This Agreement has been entered into and shall be construed, governed and enforced in accordance with the laws of the State of New Jersey without giving effect to provisions relating to the conflicts of law. Jurisdiction of any litigation ensuing with regard to this Agreement exclusively shall be in the Superior Court of New Jersey, with venue in Monmouth County. Service of any complaint may be effectuated consistent with the terms hereof for the delivery of “Notices,” hereinafter defined. The Parties waive formal service of process. The Parties expressly waive trial by jury in any such litigation.

9.17 Conflicts with Compliance Action: The Parties acknowledge that this Agreement cannot be affected by the Compliance Action or any amendments to the City’s Affordable Housing Plan or Land Use and Development Ordinances and this Agreement shall control with respect to those matters as applied to the Property. Upon the entry of a Judgment of Compliance and Repose in the City’s Compliance Action, and after the Compliance Action is concluded, the Court shall retain jurisdiction to ensure compliance with the terms and conditions of this Agreement. As to any inconsistencies between the Approvals and this Agreement, the Approvals shall control. Any expenses of the master to resolve conflicts that may arise subsequent to the entry of this Agreement shall be split evenly between The City and the Housing Authority.

9.18 Indemnification and Hold Harmless: The City acknowledges that it is the City’s obligation to create a realistic opportunity for the construction of affordable housing under the Mount Laurel doctrine. Nothing in this agreement shall be construed to impose any liability on the HA in the event of future loss of credits so long as the Housing Authority is compliant with the terms of this agreement and the City shall indemnify, defend and hold Harmless HA from any such claims. The HA shall have an obligation to assist the City in the approval of this or a final similar agreement. However, the HA shall have no obligation to expend resources on legal challenges outside of the approval process in the City’s DJ Action. It is expressly understood by and between the parties hereto that nothing contained within this MOU is intended to impose any liability, duty or obligation on HA arising from or related to any and all claims associated with exclusionary zoning lawsuits filed against the City or claims or lawsuits filed or asserted by FSHC and the City shall indemnify, defend and hold HA harmless therefrom.

9.19 Recitals: The recitals of this Agreement are incorporated herein and made a part hereof.

THE REMAINDER OF THIS PAGE IS PURPOSEFULLY BLANK

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be properly executed and their corporate seals where applicable affixed and attested to this ____ day of May, 2023.

Attest:

ASBURY PARK HOUSING AUTHORITY

Print Name:

By: _____

Print Name : _____

Date: _____, 2023

Attest:

CITY OF ASBURY PARK
A Municipal Corporation of the State of
New Jersey

Print Name:

By: _____

Print Name : _____

Date: _____, 2023

.

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EXHIBIT A

SOURCES OF FUNDING

EXHIBIT B

TIMELINE FOR CONSTRUCTION

LINCOLN VILLAGE PHASE I
100% AFFORDABLE FAMILY DEVELOPMENT
PROPOSED SOURCES AND USES

64 Units
New Construction

USES OF FUNDS

Acquisition	-
Construction	\$19,617,900
Contingency	\$1,113,710
Professional Services	\$1,008,537
Carrying and Financing Costs	\$3,368,641
Reserves	\$1,110,721
Developer Fee	\$3,758,818

TOTAL USES

\$29,978,327

SOURCES OF FUNDS

LIHTC Equity	\$13,475,779
NJHMFA Mortgage	\$7,580,000
NJHMFA AHPF	\$7,168,433
Deferred Developer Fee	\$1,754,115

TOTAL SOURCES

\$29,978,327

Homeplate & Lincoln Village Redevelopment Schedule

<u>Milestone</u>	<u>Start Date</u>	<u>Finish</u>	<u>Duration Days</u>
Phase I - Homeplate:			
Engineering Plans & Architectural Schematics	7/1/2023	7/31/2023	30
Site Plan Approval	7/31/2023	9/27/2023	60
PILOT Agreement & Resolution of Need	7/31/2023	9/27/2023	60
NJHMFA / LIHTC Funding Commitments	9/28/2023	11/26/2023	60
Finalize Architectural /Engineering Plans and Design Development Documents	11/26/2023	3/25/2024	120
Local Approvals	11/26/2023	3/25/2024	120
Close on Financing	3/28/2024	5/27/2024	60
Construction of Phase I - 16 months	5/28/2024	9/20/2025	480
Lease Up/100% Occupancy Phase I (Includes Relocation of Phase II existing Lincoln Village Residents to New Building)	9/20/2025	1/18/2026	120
Phase II - Redevelop Existing Lincoln Village:			
Engineering Plans & Architectural Schematics	5/28/2024	6/26/2024	30
Site Plan Approval	6/27/2024	8/26/2024	60
PILOT Agreement & Resolution of Need	6/27/2024	8/26/2024	60
NJHMFA / LIHTC Funding Commitments	8/26/2024	10/25/2024	60
Finalize Architectural /Engineering Plans and Design Development Documents	10/27/2024	2/24/2025	120
Local Approvals	2/24/2025	6/23/2025	120
Close on Financing	6/24/2025	8/23/2025	60
Demo & Construction of Phase II - 16 months	12/1/2025	3/26/2027	480
Lease Up/100% Occupancy (Bring Back Eligible RCA People)	3/26/2027	7/24/2027	120

Attachment: 5-16-23 - Asbury Park - Exhibit B - Timeline (2023-252 : Resolution Authorizing The Execution Of A Memorandum Of



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 24, 2023
RESOLUTION SUMMARY

2023-253

Resolution of the Mayor and City Council of the City of Asbury Park to Enter into an Estoppel and Recognition Agreement (Regarding the Master Developer Agreement and the Subsequent Developer Agreement) with 1150 Kingsley Senior Investors, L.P. as the Lender for AP Block 4001 Venture Urban Renewal, LLC in Connection with the Development of Property Located at Block 4001, Lots 2.01, 2.02, and 2.03 (fka Lots 2-15).



RESOLUTION NO. 2023-253

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

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY PARK TO ENTER INTO AN ESTOPPEL AND RECOGNITION AGREEMENT (REGARDING THE MASTER DEVELOPER AGREEMENT AND THE SUBSEQUENT DEVELOPER AGREEMENT) WITH 1150 KINGSLEY SENIOR INVESTORS, L.P. AS THE LENDER FOR AP BLOCK 4001 VENTURE URBAN RENEWAL, LLC IN CONNECTION WITH THE DEVELOPMENT OF PROPERTY LOCATED AT BLOCK 4001, LOTS 2.01, 2.02, AND 2.03 (FKA LOTS 2-15).

WHEREAS, by Resolution of the City Council of the City of Asbury Park (“**City Council**”), the City of Asbury Park (“**City**”) and Asbury Partners, LLC (the “**Master Developer**”) entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002, as amended (collectively, “**Redeveloper Agreement**” or “**Master Developer Agreement**”), which provides, among other things, that the Master Developer shall be responsible for the redevelopment of the properties governed by the Waterfront Redevelopment Plan (“**Redevelopment Plan**”), which redevelopment it may choose to undertake itself, or through agreements with selected subsequent developers; and

WHEREAS, thereafter, by Resolution of the City Council, the City, Master Developer, and AP Block 4001 Venture Urban Renewal Entity LLC (the “**Entity**”), an Affiliate of Master Developer, entered into that certain Subsequent Development Agreement (“**SDA**”) dated March 19, 2021, which has been amended, whereby the Entity was designated as the Subsequent Developer to undertake a redevelopment Project as described in the SDA (the “**Project**”) on the property identified as Block 4001, Lots 2-15 in the City of Asbury Park, and now known as Block 4001, Lots 2.01, 2.02, and 2.03 (“**Project Site**”); and

WHEREAS, copies of the Redevelopment Plan, Redeveloper Agreement and the SDA, as well as any amendments of same, are on file with the City Clerk; and

WHEREAS, pursuant to the SDA, the Entity is required to use commercially reasonable efforts to diligently undertake the financing of the Project and to that end, the City is advised that certain financing is being obtained from 1150 Kingsley Senior Investors, L.P. (the “**Mortgagee**”) and Axos Bank to which a portion of the loan will be participated (the “**Senior Participant**”); and

WHEREAS, the Mortgagee has requested that the City enter into an Estoppel and Recognition Agreement confirming, *inter alia*, (i) that to the best of the City's knowledge the annexed copies of the Redevelopment Plan, Redeveloper Agreement, and SDA are true, correct, complete, and in effect; (ii) that to the best of the City's knowledge, there exists no default, breach or violation by either party under the Redeveloper Agreement or SDA; (iii) the City consents to the Mortgage and Participation Agreement and to the perfection any related liens created thereunder upon the Entity's interest in and to the Project Site; and (iv) the Mortgagee's and Senior Participant's rights in the event of foreclosure; and

WHEREAS, in furtherance of the Redeveloper Agreement and the SDA and in connection with the redevelopment of the City's Waterfront Redevelopment Area, the City and the Mortgagee (to the Entity) wish to enter into an Estoppel and Recognition Agreement in substantially the form attached hereto.

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

Section 1. **Recitals.** The recitals are fully incorporated herein.

Section 2. **Approval of the Estoppel and Recognition Agreement.** The Estoppel and Recognition Agreement in substantially the form attached hereto as **Exhibit A** is hereby approved.

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

Section 4. **Attestation and Sealing of the Estoppel and Recognition Agreement.** The Clerk of the City is hereby authorized and directed, upon the execution of the Estoppel and Recognition Agreement in accordance with the terms of Section 3 hereof, to attest to the signature of the Mayor or such Authorized Officer upon such document and is hereby further authorized and directed to affix the corporate seal of the City upon such document.

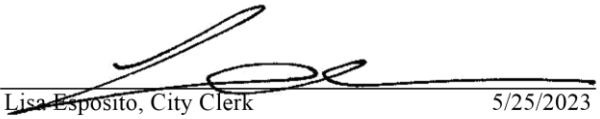
Section 5. **Implementation of the Estoppel and Recognition Agreement.** Upon the execution and attestation and placing of the seal on the Estoppel and Recognition Agreement as contemplated by Sections 3 and 4 hereof, the Authorized Officers are hereby authorized and directed to (i) deliver the fully executed, attested and sealed document to the other parties thereto

and (ii) perform such other actions as the Authorized Officers deem necessary or desirable in relation to the execution and delivery of the Estoppel and Recognition Agreement.

Section 6. **Payment of Outstanding Costs.** This Resolution shall be effective immediately upon execution, subject to the condition of the Entity's full payment of any outstanding costs related to the review of the Project and/or the Estoppel and Recognition Agreement, together with the payment of any outstanding taxes, payments or other monies which may be due and owing to the City of Asbury Park, as may be applicable.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-253 which was finally adopted by the City Council at a meeting held on the 24th day of May, 2023

CERTIFIED BY ME THIS 25th DAY OF May, 2023.



Lisa Esposito, City Clerk 5/25/2023

LISA ESPOSITO
CITY CLERK

ESTOPPEL AND RECOGNITION AGREEMENT

(Redevelopment Agreements)

THIS ESTOPPEL AND RECOGNITION AGREEMENT (“**Agreement**”) dated as of _____, 2023, is made by **THE CITY OF ASBURY PARK**, a municipal corporation in the State of New Jersey, having its offices at One Municipal Plaza, Asbury Park, New Jersey 07712 (“**Municipality**”), for the benefit of **1150 KINGSLEY SENIOR INVESTORS, L.P.**, a New York limited partnership with its office located at 90 East End Avenue, #14C, New York, New York 10028 (together with its successors and assigns, “**Mortgagee**”).

W I T N E S S E T H

WHEREAS, the Mortgagee has agreed to make a construction loan (the “**Loan**”) to **AP BLOCK 4001 VENTURE URBAN RENEWAL LLC**, a New Jersey limited liability company, having its principal place of business at c/o Star Holdings, 1114 Avenue of the Americas, 39th Floor, New York, New York 10036 (the “**Borrower**”), in the original principal amount of up to \$80,000,000.00 (the “**Loan Amount**”) for the construction of a 206 residential rental apartment units located within a mixed use structure that varies in height from 3 to 6 stories, structural parking, approximately 20 residential rental townhome units located within 4 separate 4-story buildings that will contain 5 townhome units each, approximately 42 additional parking spaces allocated to the townhome units and approximately 4,600 square feet of ground floor retail space (the “**Project**”) all to be located at 1150 Kingsley Street, Lots 2 through 15 in Block 4001 (now known as Lots 2.01, 2.01, and 2.03 in Block 4001), City of Asbury Park, Monmouth County, New Jersey, more particularly described on Exhibit A attached hereto and made a part hereof (the “**Property**”); and

WHEREAS, the Mortgagee represents that the Loan is evidenced by that certain Building Loan Mortgage Note dated the date hereof made by Borrower in favor of Mortgagee in the maximum principal amount of up to \$80,00,000.00 (as modified, extended, amended, restated or assigned, the “**Note**”), the Note being secured by, among other things, a certain Building Loan Mortgage and Security Agreement (as modified, extended, amended, restated or assigned, the “**Mortgage**”) on the Property, and will be advanced to Borrower pursuant to a certain Building Loan Agreement dated the date hereof between Borrower and Mortgagee (as modified, extended, amended, restated or assigned, the “**Loan Agreement**”); and together with the Note, the Mortgage and the other documents executed in connection therewith to evidence or secure the Loan, collectively, the “**Loan Documents**”); and

WHEREAS, the Mortgagee represents that it will participate a portion of the Loan to Axos Bank (the “**Senior Participant**”) pursuant to a Participation and Servicing Agreement dated the date hereof between the Mortgagee and the Senior Participant (the “**Participation Agreement**”), and in connection therewith the Mortgagee will pledge its interest in the Loan and the Loan Documents, and the Mortgagee’s equity owner will pledge its equity interest in the Mortgagee, to the Senior Participant as security for the Mortgagee’s obligations to the Senior Participant under the Participation Agreement; and

WHEREAS, the Property is included within that certain Asbury Park Waterfront Redevelopment Plan dated March 15, 2002 (last amended 2019) adopted by the Municipality (the “**Redevelopment Plan**”); and

WHEREAS, in furtherance of the Redevelopment Plan, the Municipality and Asbury Partners, L.L.C., a New Jersey limited liability company (“**Master Developer**”), as master developer, have entered into that certain Amended and Restated Redeveloper and Land Disposition Agreement, dated October 28, 2002, as amended by that certain First Amendment, dated as of August 1, 2018, and by that certain Second Amendment, dated as of October 3, 2019 (collectively, the “**Redeveloper Agreement**”); and

WHEREAS, in accordance with the Redeveloper Agreement, the Municipality, Master Developer, as master developer, and Borrower, as subsequent developer, have entered into that certain Subsequent Developer Agreement, dated March 19, 2021, with respect to the redevelopment of the Property and the implementation of the Project, as amended by that certain First Amendment to Subsequent Developer Agreement, dated July 18, 2022, and that certain Second Amendment to Subsequent Developer Agreement, dated January 18, 2023 (collectively, the “**Subsequent Developer Agreement**”); and

NOW, THEREFORE, for Ten and No/100 Dollars (\$10.00), and as an inducement for the Mortgagee’s making of the Loan to Borrower, and in consideration of the benefits to be received and expected to be received by Municipality and by Borrower in connection therewith, the parties hereto covenant, agree, represent and warrant as follows:

1. **Municipality’s Representations, Warranties and Covenants Regarding the Redeveloper Agreement and the Subsequent Redeveloper Agreement.** Municipality hereby represents, warrants and covenants to Mortgagee that, as of the date hereof:

(a) Attached hereto as Exhibit B is a true, correct and complete copy of the Redevelopment Plan, including all exhibits and other attachments thereto and all amendments thereto and modifications thereof, and the Redevelopment Plan is in full force and effect, has not been cancelled, modified, supplemented, amended, extended, renewed or terminated and is not subject to appeal.

(b) Attached hereto as Exhibit C is a true, correct and complete copy of the Redeveloper Agreement, including all exhibits and other attachments thereto and all amendments thereto and modifications thereof, and the Redeveloper Agreement is in full force and effect, has not been cancelled, modified, supplemented, amended, extended, renewed or terminated.

(c) Attached hereto as Exhibit D is a true, correct and complete copy of the Subsequent Developer Agreement, including all exhibits and other attachments thereto and all amendments thereto and modifications thereof, and the Subsequent Developer Agreement is in full force and effect, has not been cancelled, modified, supplemented, amended, extended, renewed or terminated.

(d) To the best of Municipality's knowledge, there exists no default, breach or violation by any party under the Redeveloper Agreement or the Subsequent Developer Agreement or any event or condition which, with the giving of notice or passage of time or both, would constitute a default, breach or violation by any party under the Redeveloper Agreement or the Subsequent Developer Agreement.

(e) Municipality hereby consents to (i) the Mortgage and to the perfection of the lien created thereunder upon Borrower's interest in and to the Property, including without limitation the Borrower's collateral assignment of the Subsequent Developer Agreement to Mortgagee, and (ii) the Participation Agreement, the perfection of the lien created thereunder upon Mortgagee's interest in the Loan and the Loan Documents (including without limitation the Mortgagee's collateral assignment of the Borrower's collateral assignment of the Subsequent Developer Agreement to the Senior Participant), and the Senior Participant or its designee as an assignee of Mortgagee in the event that the Senior Participant enforces its lien upon Mortgagee's interest in the Loan and the Loan Documents.

(f) Mortgagee and any subsequent holder of the Mortgage (including, without limitation, Senior Participant in the event that the Senior Participant enforces its lien upon Mortgagee's interest in the Loan and the Loan Documents) shall, notwithstanding anything to the contrary set forth in the Subsequent Developer Agreement and/or the Redeveloper Agreement, (i) be deemed a Permitted Mortgagee (as defined in the Subsequent Developer Agreement) under the Subsequent Developer Agreement; (ii) be entitled to all of the rights, protections and privileges afforded to a Permitted Mortgagee under the Subsequent Developer Agreement; and (iii) be entitled to all of the rights, protections and privileges afforded to a mortgagee (including, without limitation, the holder of a construction mortgage) under the Redeveloper Agreement.

(g) In the event Mortgagee or any subsequent holder of the Mortgage (including, without limitation, Senior Participant in the event that the Senior Participant enforces its lien upon Mortgagee's interest in the Loan and the Loan Documents) shall ever become the owner of the rights and interests of Borrower in and to the Subsequent Developer Agreement by reason of foreclosure or deed in lieu of foreclosure, such holder of the Mortgage shall have the right, but not the obligation, to be deemed to be Borrower's successor and assignee under the Subsequent Developer Agreement (notwithstanding any provision thereof prohibiting or restricting any assignment or transfer by Borrower), and upon any such election the Municipality shall be bound to such holder of the Mortgage under all of the terms, covenants and conditions of the Subsequent Developer Agreement, all without the need to execute any further instruments on the part of the Municipality, Master Developer, Borrower or any other party to make such succession and assignment effective and binding upon the Municipality. Notwithstanding the foregoing, neither Mortgagee nor any subsequent holder of the Mortgage (including, without limitation, Senior Participant in the event that the Senior Participant enforces its lien upon Mortgagee's interest in the Loan and the Loan Documents) shall be liable for any action or omission of Borrower.

(h) Notices respecting the Property as provided for in the Redeveloper Agreement and/or Subsequent Developer Agreement which are to be sent to a mortgagee, and copies of notices as provided for in the Redeveloper Agreement and/or Subsequent Developer Agreement which are sent to the Master Developer and/or the Borrower, shall be sent to Mortgagee and the Senior Participant as follows:

As to Mortgagee:

1150 Kingsley Senior Investors, L.P.
c/o Unity Capital
90 East End Avenue, #14C
New York, New York 10028
Attention: Evan Bell

with a copy to:

Sills Cummis & Gross, P.C.
One Riverfront Plaza
Newark, New Jersey 07102
Attention: Mark S. Levenson, Esq.

As to the Senior Participant:

Axos Bank
4350 La Jolla Village Dr.
Suite 140, Mailstop 6-IPL
San Diego, California 92122
Attn: Servicing Department

with a copy to:

Sheppard Mullin Richter & Hampton LLP
1540 El Camino Real, Suite 120
Menlo Park, California 94025-4111
Attn: William R. Wyatt, Esq.

2. **Miscellaneous.**

(a) **Governing Law.** This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of New Jersey, without giving effect to its internal principles of conflicts of law. Municipality hereby irrevocably submits to the non-exclusive jurisdiction of any state or federal court in New Jersey over any action, suit or proceeding arising out of or relating to this Agreement.

(b) **Successors and Assigns.** This Agreement, and the information contained herein, shall be binding on, and enforceable by and against, Municipality and Municipality's successors and assigns, and this Agreement, and the information contained

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Error! Unknown document property name.

herein, shall inure to the benefit of, and be enforceable by Mortgagee and its successors and assigns, including without limitation the Senior Participant, which is an intended third party beneficiary of this Agreement.

(c) **WAIVER OF JURY TRIAL.** TO THE FULLEST EXTENT PERMITTED BY LAW, MUNICIPALITY AND MORTGAGEE (AND THE SENIOR PARTICIPANT, AS AN ASSIGNEE OF MORTGAGEE, BY ITS ACCEPTANCE OF SUCH ASSIGNMENT) EACH HEREBY IRREVOCABLY WAIVES TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER IN ANY WAY ARISING OUT OF, OR RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE TO RECOGNITION AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Mortgagee: **1150 KINGSLEY SENIOR INVESTORS, L.P.**, a
New York limited partnership

By: United Ruby Asbury GP Investor LLC, its
general partner

By: _____

Name:

Title:

[signature pages continue on following pages]

SIGNATURE PAGE TO RECOGNITION AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Municipality:

CITY OF ASBURY PARK, a Municipal Corporation

By: _____

Name:

Title:

[signature pages continue on
following page]

SIGNATURE PAGE TO ESTOPPEL AND RECOGNITION AGREEMENT

The undersigned, to induce the City of Asbury Park to enter into the foregoing Estoppel and Recognition Agreement, (a) agrees, consents to and approves all of the terms, conditions and provisions of the Estoppel and Recognition Agreement, and (b) agrees that Borrower shall indemnify Mortgagee and/or the Municipality and their officers, agents and employees against and hold harmless against, any and all liability and court costs and/or counsel fees which may be incurred by reason of any action taken, or omission, by any of the aforesaid persons pursuant to the Estoppel and Recognition Agreement.

ACKNOWLEDGED AND AGREED TO

THIS ____ DAY OF _____, 2023.

AP BLOCK 4001 VENTURE URBAN RENEWAL LLC,
a New Jersey limited liability company

By: _____
Brian Cheripka, President

[final signature page]

EXHIBIT A (to the Estoppel and Recognition Agreement)**DESCRIPTION OF PROPERTY**

PROJECT NO. 080639
AUGUST 26, 2019
REVISED ON MARCH 12, 2021

DESCRIPTION OF PROPERTY
BLOCK 4001 LOT 2.01
CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY

All that certain lot, tract or parcel of land situate, lying and being in the city of Asbury Park, in the County of Monmouth, and the State of New Jersey and being all of Proposed Lot 2.01 Block 4001, said lot as shown on a certain map entitled "Property Line and Easement Exhibit, Block 4001, Lots 2.01, 2.02 & 2.03, City of Asbury Park, Monmouth County, New Jersey," prepared by Bowman Consulting. Freehold, dated August 15, 2019, and revised on March 12, 2021 and being further described as follows, to wit;

BEGINNING at the point of intersection formed by the existing northwesterly line of Kingsley Street (75' R.O.W.), said line being distant 37.50' from and parallel with the centerline thereof, with the existing northeasterly line of Third Avenue, (Variable Width R.O.W.), and from said point running, thence;

- 1) North seventy-seven degrees fifty-one minutes thirty-nine seconds (N 77° 51' 39" W), two hundred ninety-eight and forty-one hundredths feet (298.41'), along the aforesaid existing northeasterly line of Third Avenue to a point in the same, thence;
- 2) North fifteen degrees nine minutes seven seconds East (N 15° 09' 07" E), Ninety-seven and fifty-five hundredths feet (97.55'), along the newly created southeasterly line of Lot 2.02 Block 4001, to an angle point in the same, thence;
- 3) North seventy-four degrees fifty minutes fifty-three seconds West (N 74° 50' 53" W), thirteen and zero hundredths feet (13.00'), along a northeasterly line of Lot 2.02 Block 4001, to an angle point in the same, thence;
- 4) North fifteen degrees nine minutes seven seconds East (N 15° 09' 07" E), Eighty-one and zero hundredths feet (81.00'), along a southeasterly line of Lots 2.02 and 2.03 Block 4001, to an angle point in the same, thence;
- 5) South seventy-four degrees fifty minutes fifty-three seconds East (S 74° 50' 53" E), thirteen and zero hundredths feet (13.00'), along a southeasterly line of Lot 2.03 Block 4001, to an angle point in the same, thence;

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303 West Main Street, Freehold, NJ 07728
Phone: 732.665.5500 • www.omland.com • www.bowmanconsulting.com

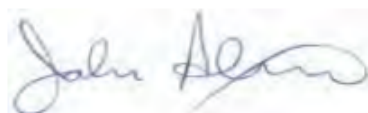
PROJECT NO. 080639
AUGUST 26, 2019
REVISED ON MARCH 12, 2021

DESCRIPTION OF PROPERTY
BLOCK 4001 LOT 2.01
CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY

- 6) North fifteen degrees nine minutes seven seconds East (N 15° 09' 07" E), ninety-seven and fifty-six hundredths feet (97.56'), along a southwesterly line of Lot 2.03 Block 4001, to point in the existing southwesterly line of Fourth Avenue (Variable Width R.O.W.), thence;
- 7) South seventy-one degrees fifty minutes seven seconds East (S 71° 50' 07" E), two hundred ninety-eight and forty-one hundredths feet (298.41'), along the existing southwesterly line of Fourth Avenue (Variable Width R.O.W.), to a point in the aforesaid existing northwesterly line of Kingsley Ave (75' R.O.W.), thence;
- 8) South fifteen degrees nine minutes seven seconds West (S15° 09' 07" W), two hundred forty-four and seventy-four hundredths feet (244.74'), along the aforesaid northwesterly line of Kingsley Street, to a point in the same, the Point and Place of **BEGINNING**.

CONTAINING: 78,659 square feet of land or 1.81 acres of land more or less.

The foregoing description was prepared by the undersigned Land Surveyor for the firm of Bowman Consulting and is based upon a certain plan entitled, "Property Line and Easement Exhibit, Block 4001, Lots 2.01, 2.02 & 2.03, City of Asbury Park, Monmouth County, New Jersey," prepared by Bowman Consulting, Freehold, dated August 15, 2019, and revised on March 12, 2021.



JOHN ALEXANDER, P.L.S.

New Jersey Professional Land Surveyor, License No. GS037180

P:\080639 - Block 4001 Kingsley Townhomes - Asbury Park\080639-F1-001 (SUR) - Survey - Kingsley Townhomes\Survey\DESCRIPTIONS\REVISION 1\B4001-LOT 2.01.docx

Bowman
CONSULTING

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PROJECT NO. 080639
AUGUST 26, 2019
REVISED ON JUNE 24, 2021

DESCRIPTION OF PROPERTY
BLOCK 4001, LOT 2.02
CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY

All that certain lot, tract or parcel of land situate, lying and being in the city of Asbury Park, in the County of Monmouth, and the State of New Jersey and being all of Proposed Lot 2.02 Block 4001, said lot as shown on a certain map entitled "Property Line and Easement Exhibit, Block 4001, Lots 2.01, 2.02 & 2.03, City of Asbury Park, Monmouth County, New Jersey," prepared by Bowman Consulting, Freehold, dated August 15, 2019, and revised on March 12, 2021, and being further described as follows, to wit;

BEGINNING at a point in the existing northeasterly line of Third Avenue (Variable Width R.O.W.), said point being the following bearing and distance from the point of intersection formed by the existing northwesterly line of Kingsley Street (75' R.O.W.), said line being distant 37.50' from and parallel with the centerline thereof, with the existing northeasterly line of Third Avenue, (Variable Width R.O.W.),

A) North seventy-seven degrees fifty-one minutes thirty-nine seconds West (N 77° 51' 39" W), Two hundred ninety-eight and forty-one hundredths feet (298.41'), along the aforesaid existing northeasterly line of Third Avenue to a point in the same

And from said point running, thence;

- 1) North seventy-seven degrees fifty-one minutes thirty-nine seconds West (N 77° 51' 39" W), one hundred twenty-seven and eighteen hundredths feet (127.18'), along the aforesaid existing northeasterly line of Third Avenue to a point in the same, thence;
- 2) North fifteen degrees nine minutes seven seconds east (N 15° 09' 07" E), one hundred forty-four and seventy-three hundredths feet (144.73'), along the existing southeasterly line of Lot 16 Block 4001, thence;
- 3) South seventy-four fifty-one minutes four seconds East (S 74° 51' 04" E), one hundred fourteen feet and zero hundredths feet (114.00'), along the newly created northeasterly line of Lot 2.02 Block 4001, to a point in the same, thence;
- 4) South fifteen degrees nine minutes seven seconds West (S 15° 09' 07" W), forty and fifty hundredths feet (40.50'), along the newly created northwesterly line of Lot 2.02 Block 4001, to a point in the same, thence;

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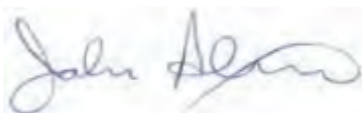
PROJECT NO. 080639
 AUGUST 26, 2019
 REVISED ON JUNE 24, 2021
 PAGE 2 OF 2

DESCRIPTION OF PROPERTY
BLOCK 4001, LOT 2.02
CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY

- 5) South seventy-four degrees fifty minutes fifty-three seconds East (S 74° 50' 53" E), thirteen and zero hundredths feet (13.00'), along the newly created northwesterly line of Lot 2.02 Block 4001, to a point in the same, thence;
- 6) South fifteen degrees nine minutes seven seconds West (S 15° 09' 07" W), ninety-seven and fifty-five hundredths feet (97.55'), along a northeasterly line of Lot 2.01 Block 4001, to a point in the aforesaid northeasterly line of Third Avenue, (Variable Width R.O.W.), the Point and Place of **BEGINNING**.

CONTAINING: 17,430 square feet of land or 0.40 acres of land more or less.

The foregoing description was prepared by the undersigned Land Surveyor for the firm of Bowman Consulting and is based upon a certain plan entitled, "Property Line and Easement Exhibit, Block 4001, Lots 2.01, 2.02 & 2.03, City of Asbury Park, Monmouth County, New Jersey," prepared by Bowman Consulting. Freehold, dated August 15, 2019, and revised on March 12, 2021.



JOHN ALEXANDER, P.L.S.

New Jersey Professional Land Surveyor, License No. GS037180

V:\080639 - Block 4001 - Asbury Park\080639-F1-003 (ENG) - AP Block 4001 Apartments-Asbury Park\Engineering\Survey\Legal Descriptions\2021-03-11 PB Submission\B4001-LOT 2.02.docx

Bowman
 CONSULTING

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PROJECT NO. 080639
AUGUST 26, 2019
REVISED ON MARCH 11, 2021

DESCRIPTION OF PROPERTY
BLOCK 4001, LOT 2.03
CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY

All that certain lot, tract or parcel of land situate, lying and being in the city of Asbury Park, in the County of Monmouth, and the State of New Jersey and being all of Proposed Lot 2.03 Block 4001, said lot as shown on a certain map entitled "Property Line and Easement Exhibit, Block 4001, Lots 2.01, 2.02 & 2.03, City of Asbury Park, Monmouth County, New Jersey," prepared by Bowman Consulting. Freehold, dated August 15, 2019, and revised on March 12, 2021, and being further described as follows, to wit;

BEGINNING at a point in the existing southeasterly line of Fourth Avenue (Variable Width R.O.W.), said point being the following bearing and distance from the point of intersection formed by the existing northwesterly line of Kingsley Street (75' R.O.W.), said line being distant 37.50' from and parallel with the centerline thereof, with the existing northeasterly line of Third Avenue, (Variable Width R.O.W.),

A) North seventy-one degrees fifty minutes seven seconds West (N 71° 50' 07" W), Two hundred ninety-eight and forty-one hundredths feet (298.41'), along the aforesaid existing southeasterly line of Fourth Avenue to a point in the same

And from said point running, thence;

- 1) South fifteen degrees nine minutes seven seconds West (S 15° 09' 07" W), ninety-seven and fifty-six hundredths feet (97.56'), along the newly created northwesterly line of Lot 2.03 Block 4001, to a point in the same, thence;
- 2) North seventy-four degrees fifty minutes fifty-three seconds West (N 74° 50' 53" W), thirteen and zero hundredths feet (13.00'), along newly created southwesterly line of Lot 2.03 Block 4001, to a point in the same, thence;
- 3) South fifteen degrees nine minutes seven seconds West (S 15° 09' 07" W), forty and fifty hundredths feet (40.50'), along the newly created northwesterly line of Lot 2.03 Block 4001, to a point in the same, thence;

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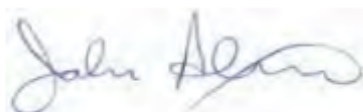
PROJECT NO. 080639
 AUGUST 26, 2019
 REVISED ON MARCH 12, 2021
 PAGE 2 OF 2

DESCRIPTION OF PROPERTY
BLOCK 4001, LOT 2.03
CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY

- 4) North seventy-four fifty-one minutes four seconds East (N 74° 51' 04" W), one hundred fourteen feet and zero hundredths feet (114.00'), along the newly created northwesterly line of Lot 203 block 4001, to a point in the same, thence;
- 5) North fifteen degrees nine minutes seven seconds east (N 15° 09' 07" E), one hundred forty-four and seventy-five hundredths feet (144.75'), along the existing southeasterly line of Lot 1 Block 4001, to a point in the existing southwesterly line of Fourth Avenue (Variable Width R.O.W.), thence;
- 6) South seventy-one degrees fifty minutes seven seconds East (S 71° 50' 07" E), one hundred twenty-seven and eighteen hundredths feet (127.18'), along the aforesaid existing southeasterly line of Fourth Avenue to the Point and Place of **BEGINNING**.

CONTAINING: 17,431 square feet of land or 0.40 acres of land more or less.

The foregoing description was prepared by the undersigned Land Surveyor for the firm of Bowman Consulting and is based upon a certain plan entitled, "Property Line and Easement Exhibit, Block 4001, Lots 2.01, 2.02 & 2.03, City of Asbury Park, Monmouth County, New Jersey," prepared by Bowman Consulting, Freehold, dated August 15, 2019, and revised on March 12, 2021.



JOHN ALEXANDER, P.L.S.

New Jersey Professional Land Surveyor, License No. GS037180

P:\080639 - Block 4001 Kingsley Townhomes - Asbury Park\080639-F1-001 (SUR) - Survey - Kingsley Townhomes\Survey\DESCRIPTIONS\REVISION
 1\B4001-LOT 2.03.docx

Bowman
 CONSULTING

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Error! Unknown document property name.

EXHIBIT B (to the Estoppel and Recognition Agreement)

Redevelopment Plan

Attachment: FINAL Estoppel and Recognition Agreement (as to MDA-SDA) (356851-3x9DC53) (2023-253 : Estoppel and Recognition Agreement

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EXHIBIT C (to the Estoppel and Recognition Agreement)

REDEVELOPER AGREEMENT

Attachment: FINAL Estoppel and Recognition Agreement (as to MDA-SDA) (356851-3x9DC53) (2023-253 : Estoppel and Recognition Agreement

EXHIBIT D (to the Estoppel and Recognition Agreement)

SUBSEQUENT DEVELOPER AGREEMENT

Attachment: FINAL Estoppel and Recognition Agreement (as to MDA-SDA) (356851-3x9DC53) (2023-253 : Estoppel and Recognition Agreement



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 24, 2023
RESOLUTION SUMMARY

2023-254

Resolution of the Mayor and City Council of the City of Asbury Park to Enter into a Recognition Agreement (Regarding the Financial Agreement) with 1150 Kingsley Senior Investors, L.P. as the Lender for AP Block 4001 Venture Urban Renewal, LLC in connection with the Development of Property Located at Block 4001, Lots 2.01, 2.02, and 2.03 (fka Lots 2-15)



RESOLUTION NO. 2023-254

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY PARK TO ENTER INTO A RECOGNITION AGREEMENT (REGARDING THE FINANCIAL AGREEMENT) WITH 1150 KINGSLEY SENIOR INVESTORS, L.P. AS THE LENDER FOR AP BLOCK 4001 VENTURE URBAN RENEWAL, LLC IN CONNECTION WITH THE DEVELOPMENT OF PROPERTY LOCATED AT BLOCK 4001, LOTS 2.01, 2.02, AND 2.03 (FKA LOTS 2-15)

WHEREAS, by Resolution of the City Council of the City of Asbury Park (“**City Council**”), the City of Asbury Park (“**City**”) and Asbury Partners, LLC (the “**Master Developer**”) entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002, as amended (collectively, “**Redeveloper Agreement**” or “**Master Developer Agreement**”), which provides, among other things, that the Master Developer shall be responsible for the redevelopment of the properties governed by the Waterfront Redevelopment Plan (“**Redevelopment Plan**”), which redevelopment it may choose to undertake itself, or through agreements with selected subsequent developers; and

WHEREAS, thereafter, by Resolution of the City Council, the City, Master Developer, and AP Block 4001 Venture Urban Renewal Entity LLC (the “**Entity**”), an Affiliate of Master Developer, entered into that certain Subsequent Development Agreement (“**SDA**”) dated March 19, 2021, which has been amended, whereby the Entity was designated as the Subsequent Developer to undertake a redevelopment Project as described in the SDA (the “**Project**”) on the property identified as Block 4001, Lots 2-15 in the City of Asbury Park, and now known as Block 4001, Lots 2.01, 2.02, and 2.03 (“**Project Site**”); and

WHEREAS, by Ordinance of the City Council, the City entered into a Financial Agreement with the Entity dated July 26, 2022 (“**Financial Agreement**”) in connection with the Project; and

WHEREAS, copies of the Redeveloper Agreement and the SDA, as well as any amendments of same, and the Financial Agreement are on file with the City Clerk; and

WHEREAS, pursuant to the SDA, the Entity is required to use commercially reasonable efforts to diligently undertake the financing of the Project and to that end, the City is advised that certain financing is being obtained from 1150 Kingsley Senior Investors, L.P. (the

“Mortgagee”) and Axos Bank to which a portion of the loan will be participated (the “Senior Participant”); and

WHEREAS, the Mortgagee has requested that the City enter into a Recognition Agreement confirming, *inter alia*, (i) that to the best of the City’s knowledge, there exists no default, breach or violation by either party under the Financial Agreement; (ii) that the City consents to the Mortgage and Participation Agreement and to the perfection any related liens created thereunder upon the Entity’s interest in and to the Project Site; and (iv) the Mortgagee’s and Senior Participant’s rights in the event of foreclosure; and

WHEREAS, in furtherance of the Redeveloper Agreement, the SDA, and the Financial Agreement, and in connection with the redevelopment of the City’s Waterfront Redevelopment Area, the City and the Mortgagee (to the Entity) wish to enter into a Recognition Agreement in substantially the form attached hereto.

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

Section 1. **Recitals.** The recitals are fully incorporated herein.

Section 2. **Approval of the Recognition Agreement.** The Recognition Agreement in substantially the form attached hereto as **Exhibit A** is hereby approved.

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

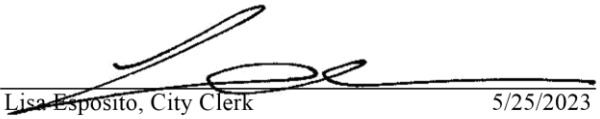
Section 4. **Attestation and Sealing of the Recognition Agreement.** The Clerk of the City is hereby authorized and directed, upon the execution of the Recognition Agreement in accordance with the terms of Section 3 hereof, to attest to the signature of the Mayor or such Authorized Officer upon such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

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

Section 6. **Payment of Outstanding Costs.** This Resolution shall be effective immediately upon execution, subject to the condition of the Entity's full payment of any outstanding costs related to the review of the Project and/or the Recognition Agreement, together with the payment of any outstanding taxes, payments or other monies which may be due and owing to the City of Asbury Park, as may be applicable.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-254 which was finally adopted by the City Council at a meeting held on the 24th day of May, 2023

CERTIFIED BY ME THIS 25th DAY OF May, 2023.



Lisa Esposito, City Clerk 5/25/2023

LISA ESPOSITO
CITY CLERK

RECOGNITION AGREEMENT
(Financial Agreement)

This **RECOGNITION AGREEMENT** (“**Agreement**”) dated as of _____, 2023, is made by **THE CITY OF ASBURY PARK**, a municipal corporation in the State of New Jersey, having its offices at One Municipal Plaza, Asbury Park, New Jersey 07712 (“**Municipality**”), for the benefit of **1150 KINGSLEY SENIOR INVESTORS, L.P.**, a New York limited partnership with its office located at 90 East End Avenue, #14C, New York, New York 10028 (together with its successors and assigns, “**Mortgagee**”).

W I T N E S S E T H

WHEREAS, the Mortgagee has agreed to make a construction loan (the “**Loan**”) to **AP BLOCK 4001 VENTURE URBAN RENEWAL LLC**, a New Jersey limited liability company, having its principal place of business at c/o Star Holdings, 1114 Avenue of the Americas, 39th Floor, New York, New York 10036 (the “**Borrower**”), in the original principal amount of up to \$80,000,000.00 (the “**Loan Amount**”) for the construction of a 206 residential rental apartment units located within a mixed use structure that varies in height from 3 to 6 stories, structural parking, approximately 20 residential rental townhome units located within 4 separate 4-story buildings that will contain 5 townhome units each, approximately 42 additional parking spaces allocated to the townhome units and approximately 4,600 square feet of ground floor retail space (the “**Project**”) all to be located at 1150 Kingsley Street, Lots 2 through 15 in Block 4001 (now known as Lots 2.01, 2.02 and 2.03 in Block 4001), City of Asbury Park, Monmouth County, New Jersey, more particularly described on Exhibit A attached hereto and made a part hereof (the “**Property**”);

WHEREAS, the Project is the subject of a Subsequent Developer Agreement dated March 19, 2021, which has been amended from time to time (the “**Subsequent Developer Agreement**”), which was executed by and between Municipality and Borrower, wherein Municipality designated Borrower as the exclusive redeveloper of the Property pursuant to the Local Redevelopment and Housing Law, N.J.S.A. asA:40A-1, et seq.;

WHEREAS, the Mortgagee represents that the Loan is evidenced by that certain Building Loan Mortgage Note dated the date hereof made by Borrower in favor of Mortgagee in the maximum principal amount of up to \$80,00,000.00 (as modified, extended, amended, restated or assigned, the “**Note**”), the Note being secured by, among other things, a certain Building Loan Mortgage and Security Agreement (as modified, extended, amended, restated or assigned, the “**Mortgage**”) on the Property, and will be advanced to Borrower pursuant to a certain Building Loan Agreement dated the date hereof between Borrower and Mortgagee (as modified, extended, amended, restated or assigned, the “**Loan Agreement**”; and together with the Note, the Mortgage and the other documents executed in connection therewith to evidence or secure the Loan, collectively, the “**Loan Documents**”);

WHEREAS, the Mortgagee represents that it will participate a portion of the Loan to Axos Bank (the “**Senior Participant**”) pursuant to a Participation and Servicing

Agreement dated the date hereof between the Mortgagee and the Senior Participant (the “**Participation Agreement**”), and in connection therewith the Mortgagee will pledge its interest in the Loan and the Loan Documents, and the Mortgagee’s equity owner will pledge its equity interest in the Mortgagee, to the Senior Participant as security for the Mortgagee’s obligations to the Senior Participant under the Participation Agreement;

WHEREAS, by Ordinance of the City Council of the City of Asbury Park adopted on September 22, 2021, Borrower and Municipality have entered into that certain Financial Agreement dated July 26, 2022 (together with all amendments thereto and modifications, renewals, extensions and replacements thereof, the “**Financial Agreement**”); and

NOW, THEREFORE, for Ten and No/100 Dollars (\$10.00), and as an inducement for the Mortgagee’s making of the Loan to Borrower, and in consideration of the benefits to be received and expected to be received by Municipality and by Borrower in connection therewith, the parties hereto covenant, agree, represent and warrant as follows:

1. **Municipality’s Representations, Warranties and Covenants Regarding the Financial Agreement**. Municipality hereby represents, warrants and covenants to Mortgagee that, as of the date hereof:

(a) Attached hereto as Exhibit B is a true, correct and complete copy of the Financial Agreement, including all exhibits and other attachments thereto and all amendments thereto and modifications thereof, and the Financial Agreement is in full force and effect and has not been cancelled, modified, supplemented, amended, extended, renewed or terminated;

(b) As of the date hereof, the Special Assessment Agreement (as defined in the Financial Agreement) has not been executed;

(c) To the best of Municipality’s knowledge, there exists no default, breach or violation by either party under the Financial Agreement or any event or condition which, with the giving of notice or passage of time or both, would constitute a default, breach or violation by either party under the Financial Agreement;

(d) Municipality hereby consents to (i) the Mortgage and to the perfection of the lien created thereunder upon Borrower’s interest in and to the Property, including without limitation the Borrower’s collateral assignment of the Financial Agreement to Mortgagee, and (ii) the Participation Agreement, the perfection of the lien created thereunder upon Mortgagee’s interest in the Loan and the Loan Documents (including without limitation the Mortgagee’s collateral assignment of the Borrower’s collateral assignment of the Financial Agreement to the Senior Participant), and the Senior Participant or its designee as an assignee of Mortgagee in the event that the Senior Participant enforces its lien upon Mortgagee’s interest in the Loan and the Loan Documents;

(e) Municipality acknowledges that Mortgagee is the mortgagee providing financing in connection with the construction of improvements on the Property, that the

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Senior Participant is financing a portion of Mortgagee's financing, and that notices as provided for in the Financial Agreement which are to be sent to the Borrower shall also be sent to Mortgagee and the Senior Participant as follows:

As to Mortgagee:

1150 Kingsley Senior Investors, L.P.
c/o Unity Capital
90 East End Avenue, #14C
New York, New York 10028
Attention: Evan Bell

with a copy to:

Sills Cummis & Gross, P.C.
One Riverfront Plaza
Newark, New Jersey 07102
Attention: Mark S. Levenson, Esq.

As to the Senior Participant:

Axos Bank
4350 La Jolla Village Dr.
Suite 140, Mailstop 6-IPL
San Diego, California 92122
Attn: Servicing Department

with a copy to:

Sheppard Mullin Richter & Hampton LLP
1540 El Camino Real, Suite 120
Menlo Park, California 94025-4111
Attn: William R. Wyatt, Esq.

2. **Right to Foreclose.** (a) Upon the occurrence of a default beyond any applicable notice and cure period by Borrower under the Loan Agreement and/or the Mortgage (a "**Borrower Default**") Mortgagee shall have the right, either directly or through a subsidiary formed for such purpose, (i) to foreclose upon, or accept an assignment or deed in lieu of foreclosure of, Borrower's right, title and interest in and to the Property created thereby and thereunder, and any other real or personal property securing the Mortgage, and (ii) either in connection therewith or thereafter, and subject to Section 9.1 of the Financial Agreement except as expressly otherwise stated herein with regard to the transfer fee, to sell, transfer and assign the Property and any other real or personal property securing the Mortgage to any person or entity (a "**Purchaser**"). For purposes of clarity, the Municipality agrees that the transfer fee provided for in Section 9.1 of the Financial Agreement shall not apply to any foreclosure, deed in lieu of foreclosure or subsequent sale by Mortgagee contemplated in the preceding sentence.

{357007.DOCX.2}3

(b) Upon the occurrence of a default beyond any applicable notice and cure period by Lender under the Participation Agreement (“**Lender Default**”), the Senior Participant shall have the right, either directly or through a subsidiary formed for such purpose, (i) to foreclose upon, or accept an assignment in lieu of foreclosure of, Mortgagee’s right, title and interest in and to the Loan and the Loan Documents and/or all equity in the Mortgagee, (ii) either in connection therewith or thereafter, to sell, transfer and assign the Loan and the Loan Documents and/or all equity in the Mortgagee to any person or entity (a “**Loan Purchaser**”), and either the Senior Participant or such Loan Purchaser, as applicable, shall be a permitted assignee of Mortgagee for all purposes under this Agreement and the Financial Agreement, and (iii) thereafter, upon the occurrence of a Borrower Default to foreclose upon, or accept an assignment or deed in lieu of foreclosure of, Borrower’s right, title and interest in and to the Property created thereby and thereunder, and any other real or personal property securing the Mortgage, as set forth in Section 2(a) above. For purposes of clarity, the Municipality agrees that the transfer fee provided for in Section 9.1 of the Financial Agreement shall not apply to any foreclosure, assignment in lieu of foreclosure, subsequent sale by the Senior Participant, or subsequent enforcement of the Loan contemplated in the preceding sentence.

(c) In the event that an urban renewal entity, duly formed and qualified pursuant to the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq. (a “**URE**”), of Mortgagee (or the Senior Participant or a Loan Purchaser, as a permitted assignee of Mortgagee) shall ever become the owner of the rights and interests of Borrower in and to the Property by reason of foreclosure or deed in lieu of foreclosure, such URE shall have the right, but not the obligation, to be deemed to be Borrower’s successor and assignee under the Financial Agreement (notwithstanding anything in the Financial Agreement prohibiting or restricting the assignment or transfer by Borrower), and upon any such election the Municipality shall be bound to such URE under all of the terms, covenants and conditions of said Financial Agreement, all without the need to execute any further instruments on the part of the Municipality, Borrower, Mortgagee (or Senior Participant or a Loan Purchaser, as assignee of Mortgagee) or URE of Lender to make such succession and assignment effective and binding upon the Municipality. Notwithstanding the foregoing, neither Mortgagee (or Senior Participant or a Loan Purchaser, as assignee of Mortgagee) or such URE, nor any of their respective successors or assigns, shall be liable for any action or omission of Borrower.

(d) The Municipality will consent to a Purchaser as the new owner as provided in and subject to the conditions and requirements of Section 9.1 of the Financial Agreement regarding Assignment. It is understood that such Purchaser, in order to get the benefits under the Financial Agreement, must qualify for such benefits as provided under the New Jersey Long Term Tax Exemption Law, including any successor statutes, as same may be modified.

(e) Municipality confirms that if Mortgagee, a Purchaser, the Senior Participant or a Loan Purchaser becomes the owner of the Property as aforesaid, then Mortgagee, such Purchaser, the Senior Participant or such Loan Purchaser, as applicable, shall succeed to all of Borrower’s rights and benefits under the Financial Agreement provided that

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Mortgagee, such Purchaser, the Senior Participant or such Loan Purchaser, as applicable, expressly assumes the obligations of Borrower under the Financial Agreement in writing.

3. **Forbearance.** If Mortgagee, the Senior Participant or a Loan Purchaser, as applicable, decides to foreclose upon Borrower's right, title and interest in and to the Property following a Borrower Default, Municipality agrees to forbear from exercising any right to terminate under the Financial Agreement in order to permit Mortgagee, the Senior Participant or such Loan Purchaser, as applicable, to complete the foreclosure provided that such person or entity diligently pursues such foreclosure and provided that Mortgagee, the Senior Participant or such Loan Purchaser, as applicable, cures any defaults under the Financial Agreement that are reasonably susceptible to cure by such person or entity; it being understood, however, that such Mortgagee, Senior Participant or Loan Purchaser shall (a) provide the Municipality with updates as to the status of such foreclosure from time to time (including reasonably prompt responses to requests from the Municipality for such updates) and (b) during the course of such foreclosure, commence the cure of any such defaults under the Financial Agreement to the extent reasonably practicable.

4. **Miscellaneous.**

(a) **Governing Law.** This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of New Jersey, without giving effect to its internal principles of conflicts of law. Municipality hereby irrevocably submits to the non-exclusive jurisdiction of any state or federal court in New Jersey over any action, suit or proceeding arising out of or relating to this Agreement.

(b) **Successors and Assigns.** This Agreement, and the information contained herein, shall be binding on, and enforceable by and against, Municipality and Municipality's successors and assigns, and this Agreement, and the information contained herein, shall inure to the benefit of, and be enforceable by Mortgagee and its successors and assigns, including without limitation the Senior Participant, which is an intended third party beneficiary of this Agreement.

(c) **WAIVER OF JURY TRIAL.** TO THE FULLEST EXTENT PERMITTED BY LAW, MUNICIPALITY AND MORTGAGEE (AND THE SENIOR PARTICIPANT, AS AN ASSIGNEE OF MORTGAGEE, BY ITS ACCEPTANCE OF SUCH ASSIGNMENT) EACH HEREBY IRREVOCABLY WAIVES TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER IN ANY WAY ARISING OUT OF, OR RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT.

[SIGNATURES ON NEXT PAGE]

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SIGNATURE PAGE TO RECOGNITION AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Mortgagee:

1150 KINGSLEY SENIOR INVESTORS, L.P., a
New York limited partnership

By: United Ruby Asbury GP Investor LLC, its
general partner

By: _____

Name:

Title:

[signature pages continue on following pages]

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SIGNATURE PAGE TO RECOGNITION AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Municipality:

CITY OF ASBURY PARK, a Municipal Corporation

By: _____

Name:

Title:

[signature pages continue on
following page]

{357007.DOCX.2}7

SIGNATURE PAGE TO RECOGNITION AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

The undersigned, to induce the City of Asbury Park to enter into the foregoing Recognition Agreement, (a) agrees, consents to and approves all of the terms, conditions and provisions of the Recognition Agreement, and (b) agrees that Borrower shall indemnify Mortgagee and/or the Municipality and their officers, agents and employees against and hold harmless against, any and all liability and court costs and/or counsel fees which may be incurred by reason of any action taken, or omission, by any of the aforesaid persons pursuant to the Agreement.

ACKNOWLEDGED AND AGREED TO

THIS ____ DAY OF _____, 2023.

AP BLOCK 4001 VENTURE URBAN RENEWAL LLC,
a New Jersey limited liability company

By: _____
Brian Cheripka, President

[final signature page]

EXHIBIT A (to the Recognition Agreement)**DESCRIPTION OF PROPERTY**

PROJECT NO. 080639
AUGUST 26, 2019
REVISED ON MARCH 12, 2021

DESCRIPTION OF PROPERTY
BLOCK 4001 LOT 2.01
CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY

All that certain lot, tract or parcel of land situate, lying and being in the city of Asbury Park, in the County of Monmouth, and the State of New Jersey and being all of Proposed Lot 2.01 Block 4001, said lot as shown on a certain map entitled "Property Line and Easement Exhibit, Block 4001, Lots 2.01, 2.02 & 2.03, City of Asbury Park, Monmouth County, New Jersey," prepared by Bowman Consulting, Freehold, dated August 15, 2019, and revised on March 12, 2021 and being further described as follows, to wit;

BEGINNING at the point of intersection formed by the existing northwesterly line of Kingsley Street (75' R.O.W.), said line being distant 37.50' from and parallel with the centerline thereof, with the existing northeasterly line of Third Avenue, (Variable Width R.O.W.), and from said point running, thence;

- 1) North seventy-seven degrees fifty-one minutes thirty-nine seconds (N 77° 51' 39" W), two hundred ninety-eight and forty-one hundredths feet (298.41'), along the aforesaid existing northeasterly line of Third Avenue to a point in the same, thence;
- 2) North fifteen degrees nine minutes seven seconds East (N 15° 09' 07" E), Ninety-seven and fifty-five hundredths feet (97.55'), along the newly created southeasterly line of Lot 2.02 Block 4001, to an angle point in the same, thence;
- 3) North seventy-four degrees fifty minutes fifty-three seconds West (N 74° 50' 53" W), thirteen and zero hundredths feet (13.00'), along a northeasterly line of Lot 2.02 Block 4001, to an angle point in the same, thence;
- 4) North fifteen degrees nine minutes seven seconds East (N 15° 09' 07" E), Eighty-one and zero hundredths feet (81.00'), along a southeasterly line of Lots 2.02 and 2.03 Block 4001, to an angle point in the same, thence;
- 5) South seventy-four degrees fifty minutes fifty-three seconds East (S 74° 50' 53" E), thirteen and zero hundredths feet (13.00'), along a southeasterly line of Lot 2.03 Block 4001, to an angle point in the same, thence;

Bowman Consulting Group, Ltd.
303 West Main Street, Freehold, NJ 07728
Phone: 732.665.5500 • www.omland.com • www.bowmanconsulting.com

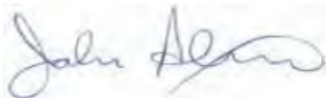
PROJECT NO. 080639
AUGUST 26, 2019
REVISED ON MARCH 12, 2021

DESCRIPTION OF PROPERTY
BLOCK 4001 LOT 2.01
CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY

- 6) North fifteen degrees nine minutes seven seconds East (N 15° 09' 07" E), ninety-seven and fifty-six hundredths feet (97.56'), along a southwesterly line of Lot 2.03 Block 4001, to point in the existing southwesterly line of Fourth Avenue (Variable Width R.O.W.), thence;
- 7) South seventy-one degrees fifty minutes seven seconds East (S 71° 50' 07" E), two hundred ninety-eight and forty-one hundredths feet (298.41'), along the existing southwesterly line of Fourth Avenue (Variable Width R.O.W.), to a point in the aforesaid existing northwesterly line of Kingsley Ave (75' R.O.W.), thence;
- 8) South fifteen degrees nine minutes seven seconds West (S15° 09' 07" W), two hundred forty-four and seventy-four hundredths feet (244.74'), along the aforesaid northwesterly line of Kingsley Street, to a point in the same, the Point and Place of **BEGINNING**.

CONTAINING: 78,659 square feet of land or 1.81 acres of land more or less.

The foregoing description was prepared by the undersigned Land Surveyor for the firm of Bowman Consulting and is based upon a certain plan entitled, "Property Line and Easement Exhibit, Block 4001, Lots 2.01, 2.02 & 2.03, City of Asbury Park, Monmouth County, New Jersey," prepared by Bowman Consulting. Freehold, dated August 15, 2019, and revised on March 12, 2021.



JOHN ALEXANDER, P.L.S.

New Jersey Professional Land Surveyor, License No. GS037180

P:\080639 - Block 4001 Kingsley Townhomes - Asbury Park\080639-F1-001 (SUR) - Survey - Kingsley Townhomes\Survey\DESCRIPTIONS\REVISION
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Bowman
CONSULTING

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9660442 v5
9660442 v5



PROJECT NO. 080639
AUGUST 26, 2019
REVISED ON JUNE 24, 2021

DESCRIPTION OF PROPERTY
BLOCK 4001, LOT 2.02
CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY

All that certain lot, tract or parcel of land situate, lying and being in the city of Asbury Park, in the County of Monmouth, and the State of New Jersey and being all of Proposed Lot 2.02 Block 4001, said lot as shown on a certain map entitled "Property Line and Easement Exhibit, Block 4001, Lots 2.01, 2.02 & 2.03, City of Asbury Park, Monmouth County, New Jersey," prepared by Bowman Consulting, Freehold, dated August 15, 2019, and revised on March 12, 2021, and being further described as follows, to wit;

BEGINNING at a point in the existing northeasterly line of Third Avenue (Variable Width R.O.W.), said point being the following bearing and distance from the point of intersection formed by the existing northwesterly line of Kingsley Street (75' R.O.W.), said line being distant 37.50' from and parallel with the centerline thereof, with the existing northeasterly line of Third Avenue, (Variable Width R.O.W.),

A) North seventy-seven degrees fifty-one minutes thirty-nine seconds West (N 77° 51' 39" W), Two hundred ninety-eight and forty-one hundredths feet (298.41'), along the aforesaid existing northeasterly line of Third Avenue to a point in the same

And from said point running, thence;

- 1) North seventy-seven degrees fifty-one minutes thirty-nine seconds West (N 77° 51' 39" W), one hundred twenty-seven and eighteen hundredths feet (127.18'), along the aforesaid existing northeasterly line of Third Avenue to a point in the same, thence;
- 2) North fifteen degrees nine minutes seven seconds east (N 15° 09' 07" E), one hundred forty-four and seventy-three hundredths feet (144.73'), along the existing southeasterly line of Lot 16 Block 4001, thence;
- 3) South seventy-four fifty-one minutes four seconds East (S 74° 51' 04" E), one hundred fourteen feet and zero hundredths feet (114.00'), along the newly created northeasterly line of Lot 2.02 Block 4001, to a point in the same, thence;
- 4) South fifteen degrees nine minutes seven seconds West (S 15° 09' 07" W), forty and fifty hundredths feet (40.50'), along the newly created northwesterly line of Lot 2.02 Block 4001, to a point in the same, thence;

Bowman Consulting Group, Ltd.
303 West Main Street, Freehold, NJ 07728
Phone: 732.665.5500 • www.omland.com • www.bowmanconsulting.com

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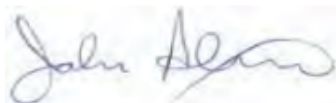
PROJECT NO. 080639
AUGUST 26, 2019
REVISED ON JUNE 24, 2021
PAGE 2 OF 2

DESCRIPTION OF PROPERTY
BLOCK 4001, LOT 2.02
CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY

- 5) South seventy-four degrees fifty minutes fifty-three seconds East (S 74° 50' 53" E), thirteen and zero hundredths feet (13.00'), along the newly created northwesterly line of Lot 2.02 Block 4001, to a point in the same, thence;
- 6) South fifteen degrees nine minutes seven seconds West (S 15° 09' 07" W), ninety-seven and fifty-five hundredths feet (97.55'), along a northeasterly line of Lot 2.01 Block 4001, to a point in the aforesaid northeasterly line of Third Avenue, (Variable Width R.O.W.), the Point and Place of **BEGINNING**.

CONTAINING: 17,430 square feet of land or 0.40 acres of land more or less.

The foregoing description was prepared by the undersigned Land Surveyor for the firm of Bowman Consulting and is based upon a certain plan entitled, "Property Line and Easement Exhibit, Block 4001, Lots 2.01, 2.02 & 2.03, City of Asbury Park, Monmouth County, New Jersey," prepared by Bowman Consulting. Freehold, dated August 15, 2019, and revised on March 12, 2021.



JOHN ALEXANDER, P.L.S.

New Jersey Professional Land Surveyor, License No. GS037180

V:\080639 - Block 4001 - Asbury Park\080639-F1-003 (ENG) - AP Block 4001 Apartments-Asbury Park\Engineering\Survey\Legal Descriptions\2021-03-11 PB Submission\B4001-LOT 2.02.docx

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CONSULTING

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PROJECT NO. 080639
AUGUST 26, 2019
REVISED ON MARCH 11, 2021

DESCRIPTION OF PROPERTY
BLOCK 4001, LOT 2.03
CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY

All that certain lot, tract or parcel of land situate, lying and being in the city of Asbury Park, in the County of Monmouth, and the State of New Jersey and being all of Proposed Lot 2.03 Block 4001, said lot as shown on a certain map entitled "Property Line and Easement Exhibit, Block 4001, Lots 2.01, 2.02 & 2.03, City of Asbury Park, Monmouth County, New Jersey," prepared by Bowman Consulting. Freehold, dated August 15, 2019, and revised on March 12, 2021, and being further described as follows, to wit;

BEGINNING at a point in the existing southeasterly line of Fourth Avenue (Variable Width R.O.W.), said point being the following bearing and distance from the point of intersection formed by the existing northwesterly line of Kingsley Street (75' R.O.W.), said line being distant 37.50' from and parallel with the centerline thereof, with the existing northeasterly line of Third Avenue, (Variable Width R.O.W.),

A) North seventy-one degrees fifty minutes seven seconds West (N 71° 50' 07" W), Two hundred ninety-eight and forty-one hundredths feet (298.41'), along the aforesaid existing southeasterly line of Fourth Avenue to a point in the same

And from said point running, thence;

- 1) South fifteen degrees nine minutes seven seconds West (S 15° 09' 07" W), ninety-seven and fifty-six hundredths feet (97.56'), along the newly created northwesterly line of Lot 2.03 Block 4001, to a point in the same, thence;
- 2) North seventy-four degrees fifty minutes fifty-three seconds West (N 74° 50' 53" W), thirteen and zero hundredths feet (13.00'), along newly created southwesterly line of Lot 2.03 Block 4001, to a point in the same, thence;
- 3) South fifteen degrees nine minutes seven seconds West (S 15° 09' 07" W), forty and fifty hundredths feet (40.50'), along the newly created northwesterly line of Lot 2.03 Block 4001, to a point in the same, thence;

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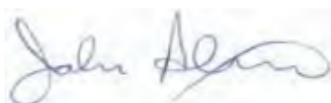
PROJECT NO. 080639
AUGUST 26, 2019
REVISED ON MARCH 12, 2021
PAGE 2 OF 2

DESCRIPTION OF PROPERTY
BLOCK 4001, LOT 2.03
CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY

- 4) North seventy-four fifty-one minutes four seconds East (N 74° 51' 04" W), one hundred fourteen feet and zero hundredths feet (114.00'), along the newly created northwesterly line of Lot 203 block 4001, to a point in the same, thence;
- 5) North fifteen degrees nine minutes seven seconds east (N 15° 09' 07" E), one hundred forty-four and seventy-five hundredths feet (144.75'), along the existing southeasterly line of Lot 1 Block 4001, to a point in the existing southwesterly line of Fourth Avenue (Variable Width R.O.W.), thence;
- 6) South seventy-one degrees fifty minutes seven seconds East (S 71° 50' 07" E), one hundred twenty-seven and eighteen hundredths feet (127.18'), along the aforesaid existing southeasterly line of Fourth Avenue to the Point and Place of **BEGINNING**.

CONTAINING: 17,431 square feet of land or 0.40 acres of land more or less.

The foregoing description was prepared by the undersigned Land Surveyor for the firm of Bowman Consulting and is based upon a certain plan entitled, "Property Line and Easement Exhibit, Block 4001, Lots 2.01, 2.02 & 2.03, City of Asbury Park, Monmouth County, New Jersey," prepared by Bowman Consulting. Freehold, dated August 15, 2019, and revised on March 12, 2021.



JOHN ALEXANDER, P.L.S.
New Jersey Professional Land Surveyor, License No. GS037180

P:\080639 - Block 4001 Kingsley Townhomes - Asbury Park\080639-F1-001 (SUR) - Survey - Kingsley Townhomes\Survey\DESCRIPTIONS\REVISION
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CONSULTING

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EXHIBIT B (to the Recognition Agreement)
Financial Agreement

Attachment: FINAL Recognition Agreement (as to Financial Agreement) (357007-2x9DC53) (2023-254 : Recognition Agreement (Regarding the



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 24, 2023
RESOLUTION SUMMARY

2023-255

To allow Kula Farms to plant flowers in raised beds on vacant city lot on Springwood Avenue.
Lease agreement would be one year and can be renewed.



RESOLUTION NO. 2023-255

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

**RESOLUTION AUTHORIZING LEASE AGREEMENT WITH INTERFAITH
NEIGHBORS, INC. (KULA URBAN FARM PROJECT) CONCERNING A VACANT
PARCEL OF CITY-OWNED PROPERTY LOCATED AT 1219 SPRINGWOOD
AVENUE (BLOCK 1103, LOT 49).**

WHEREAS, the City of Asbury Park (the “City”) is the owner of a small vacant parcel of real property located at 1407 Springwood Avenue which is more commonly known and designated as Block 1103, Lot 49 on the Asbury Park City Tax Map (the “Property”); and

WHEREAS, the Property is located in the Springwood Avenue Redevelopment Area, and thus is subject to the requirements of the Springwood Avenue Redevelopment Plan; and

WHEREAS, Interfaith Neighbors, Inc. (“IFN”), which is a 501(c)(3) tax exempt nonprofit New Jersey corporation, has approached the City to request that the City enter into a lease agreement with IFN in order to allow IFN to expand its “Farm Without Borders” endeavor to the Property, which is also known as the “Kula Urban Farm Project” (the “Project”); and

WHEREAS, the Project was founded in 2017 on one small vacant lot owned by IFN on the west side of the City, and since then the Project has transformed various vacant land parcels in the City into gardens for the production of edible produce and flowers; and

WHEREAS, local unemployed individuals are hired by IFN to assist with the farming activities, and these individuals are trained with valuable skills that can be taken into the workplace, along with increased self-esteem and general work ethics; and

WHEREAS, the proposal will not involve the construction of any structure(s), the storage of materials, nor the planting of any trees or other shrubbery on the Property; rather, the proposal will involve the use of raised grow beds that consist of compost and clean top soil; and

WHEREAS, the Property is not needed for any other public purpose(s) of the City at the current time; and

WHEREAS, the proposed lease agreement is permissible pursuant to the New Jersey Local Redevelopment and Housing Law, specifically N.J.S.A. 40A:12A-8(g), given that the proposed conveyance is being made in furtherance of the existing Springwood Avenue

Redevelopment Plan; and

WHEREAS, the term of the lease shall not exceed one (1) year; however, the lease may be renewed by the parties upon mutual consent, and the conveyance shall be made for nominal consideration; and

WHEREAS, IFN agrees the City may access the property for soil testing and related environmental activities and that the farm and plantings will not interfere with those activities; and

WHEREAS, all other terms and conditions associated with the lease agreement shall be reviewed and approved by the City Attorney and City Manager prior to the execution of the lease agreement.

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

1. That the City hereby authorizes a lease of the vacant property located at 1219 Springwood Avenue (Block 1031, Lot 49) to IFN for the purposes referenced above.
2. That the term of the lease shall be for a period of one (1) year, which may be renewed upon the mutual consent of the parties, and the lease shall be made for nominal consideration.
3. That all of the terms and conditions of the lease agreement shall be satisfactory to the City Attorney and City Manager.
4. That the Mayor is hereby authorized to execute, and the City Clerk to attest, a Lease Agreement, along with any other documents that are necessary, relating to the within undertaking, so long as said Lease Agreement and documents are in a form satisfactory to the City Attorney and City Manager.
5. That all other City officials are hereby authorized to undertake all activities that are necessary in order to further the intentions of the within Resolution.
6. That a certified copy of this Resolution shall be provided to each of the following:
 - a. Interfaith Neighbors;
 - b. Donna Vieiro, City Manager;
 - c. Michele Alonso, Director of Planning and Redevelopment;
 - d. Michael Delre, Tax Assessor; and
 - e. Frederick C. Raffetto, Esq., Municipal Attorney.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-255 which was finally adopted by the City Council at a meeting held on the 24th day of May, 2023

CERTIFIED BY ME THIS 25th DAY OF May, 2023.



Lisa Esposito, City Clerk 5/25/2023

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 24, 2023
RESOLUTION SUMMARY

2023-256

To support community solar and to promote the financial benefits to residents of Asbury Park. Community solar is an option on an electrical bill to opt in to utilize the energy generated from commercial solar facilities. There is a cost savings from community solar It does not require a homeowner to install solar or for the municipality to install solar. The municipality can utilize community solar in a neighboring municipality. Neptune Township has a facility that Asbury Park may utilize.



RESOLUTION NO. 2023-256

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

RESOLUTION SUPPORTING COMMUNITY SOLAR IN THE CITY OF ASBURY PARK

WHEREAS, for more than a decade, the State of New Jersey has promoted energy policies that have created a vibrant solar energy market; and

WHEREAS, the State of New Jersey adopted the 2019 New Jersey Energy Master Plan, *Pathway to 2050*; and the legislature passed the Clean Energy Act of 2018; and

WHEREAS, Strategy 6 of the 2019 Energy Master Plan calls for the State to support community energy planning and action with an emphasis on encouraging and supporting participation by low- and moderate-income and environmental justice communities; and

WHEREAS, Goal 6.2.1 of the 2019 Energy Master Plan calls for the support of community-led development of community solar projects; and

WHEREAS, the City of Asbury Park recognizes the benefits of the Board of Public Utility's community solar program for the City's residents including the following:

- Local, clean power generation
- Support for active participation in the program by low- and moderate-income families
- Reduction of energy bills for all participants
- Job training, certification support, and job placement in the solar industry

NOW THEREFORE BE IT RESOLVED that the Mayor and Municipal Council will support community solar projects that serve the municipality and have the following benefits to the community:

- Minimum of 51% of the overall solar generation of the project to be reserved for low-and moderate-income residents
- Minimum 25% discount on the electricity from the community solar project for Asbury Park residents that qualify as low-to-moderate income
- Minimum 20% discount on the electricity from the community solar project for Asbury Park residents that don't qualify as low-to-moderate income
- Provide additional benefits to the community through free job training opportunities

Project must have flexible terms including no additional fees to subscribe or cancel

BE IT FURTHER RESOLVED that the Mayor and Municipal Council will continue collaborating with community solar developers in furtherance of bringing the financial and environmental benefits of community solar to our residents.

BE IT FURTHER RESOLVED that the City of Asbury Park supports green energy alternatives within the municipality and will help make subscriber information available to our residents for all community solar projects that meet the criteria for our residents' participation.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-256 which was finally adopted by the City Council at a meeting held on the 24th day of May, 2023

CERTIFIED BY ME THIS 25th DAY OF May, 2023.



Lisa Esposito, City Clerk 5/25/2023

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 24, 2023
RESOLUTION SUMMARY

2023-257

Resolution Authorizing The City Of Asbury Park To Execute A Revocable License Agreement To Permit A Limited Encroachment Into The Right-Of-Way Area (Including Air Space) Along A Portion Of Langford Street, To Benefit The Property Located At 929 Asbury Avenue (Block 403, Lot 11), Asbury Park, New Jersey.



RESOLUTION NO. 2023-257

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

RESOLUTION AUTHORIZING THE CITY OF ASBURY PARK TO EXECUTE A REVOCABLE LICENSE AGREEMENT TO PERMIT A LIMITED ENCROACHMENT INTO THE RIGHT-OF-WAY AREA (INCLUDING AIR SPACE) ALONG A PORTION OF LANGFORD STREET, TO BENEFIT THE PROPERTY LOCATED AT 929 ASBURY AVENUE (BLOCK 403, LOT 11), ASBURY PARK, NEW JERSEY.

WHEREAS, the City of Asbury Park (the “City”) possesses jurisdiction over certain public right-of-way (“R.O.W.”) areas located within the City; and

WHEREAS, Partner Properties, LLC (the “applicant”) is the record owner of certain real property located at 929 Asbury Avenue, Asbury Park, New Jersey, which is more commonly known and designated as Block 403, Lot 11 on the City’s official Tax Map (the “Property”); and

WHEREAS, the Property is located in the B Business District Area, and is bounded by Asbury Avenue to the south and Langford Street to the west; and

WHEREAS, on August 1, 2022, the applicant received preliminary and final site plan approval (with variance(s) and design exceptions), for the renovation of an existing structure and the construction of new improvements (the “project”), involving the Property; and

WHEREAS, the Resolution of approval contained the following condition:

- “5. This approval is subject to the approval of the Mayor and City Council of the City of Asbury Park for any encroachments existing or proposed into any City Rights of Way by the Applicant”; and

WHEREAS, the approved plans for the project include a cornice, awning or other overhang on the façade of the building that will encroach in limited respects into the City R.O.W. (including air space), with the total area of the encroachment measuring approximately one hundred fifty six (156) square feet (the “encroachment” or “license area”), as shown in Exhibits “A” and “B” attached to the License Agreement; and

WHEREAS, the Licensee has requested the approval of the Mayor and Council for the encroachment; and

WHEREAS, to the extent that the City has jurisdiction over the license area and without making any affirmative representations with regard thereto, the City is willing to grant a revocable license to the Licensee to allow the Licensee to use and occupy the license area for the installation and continued presence/maintenance of the said cornice, awning or other overhang in the license area under the terms and conditions set forth in the attached License Agreement.

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

1. That, to the extent that the City possesses jurisdiction over the R.O.W. area and without making any affirmative representations with regard thereto, the City hereby grants to the Licensee the revocable right (also known as the “License”) to use and occupy the license area to install and to continually maintain, repair and/or replace a cornice, awning or other overhang within the license area, as shown in Exhibits “A” and “B” attached to the License Agreement, conditioned upon the annual payment of the sum of **Three Thousand One Hundred Twenty and 00/100 Dollars (\$3,120.00)** to the City, and further subject to the terms and conditions set forth in the attached License Agreement.
2. That the Mayor is hereby authorized to execute, and the City Clerk to attest, the attached License Agreement, or one which is substantially similar thereto and which meets with the approval of the City Attorney, on behalf of the City.
3. That all City officials and employees are hereby authorized to undertake any activities that are necessary in furtherance of the intentions of the within Resolution and the attached License Agreement.
4. That a certified copy of this Resolution shall be provided to each of the following:
 - (1) Partner Properties, LLC;
 - (2) Andrew Karas, Esq.;
 - (3) Donna M. Vieiro, City Manager;
 - (4) Michele Alonso, Director of Planning and Redevelopment;
 - (5) Michael Delre, Tax Assessor; and
 - (6) Frederick C. Raffetto, Esq., Municipal Attorney.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-257 which was finally adopted by the City Council at a meeting held on the 24th day of May, 2023

CERTIFIED BY ME THIS 25th DAY OF May, 2023.



~~Lisa Esposito~~, City Clerk 5/25/2023

LISA ESPOSITO
CITY CLERK

**REVOCABLE LICENSE AGREEMENT TO PERMIT A LIMITED ENCROACHMENT
INTO THE RIGHT-OF-WAY AREA (INCLUDING AIR SPACE)
ALONG A PORTION OF LANGFORD STREET, TO BENEFIT THE PROPERTY
LOCATED AT 929 ASBURY AVENUE (BLOCK 403, LOT 11),
ASBURY PARK, NEW JERSEY.**

THIS AGREEMENT (the “Agreement”) is entered into this ____ day of _____, 2023, by and between:

PARTNER PROPERTIES, LLC, whose address is 611 Industrial Way West, Suite A, Eatontown, New Jersey 07724, and its successors and/or assigns (“Licensee”); and

CITY OF ASBURY PARK, a municipal corporation of the State of New Jersey, whose address is 1 Municipal Plaza, Asbury Park, New Jersey 07712 (also referenced as the “Licensor” or “City”).

[Collectively, the Licensee and the Licensor shall hereinafter be referred to as the “Parties.”]

WITNESSETH:

WHEREAS, the City of Asbury Park possesses jurisdiction over certain public right-of-way (“R.O.W.”) areas located within the City; and

WHEREAS, the Licensee is the record owner of certain real property located at 929 Asbury Avenue, Asbury Park, New Jersey, which is more commonly known and designated as Block 403, Lot 11 on the City’s official Tax Map (the “Property”); and

WHEREAS, the Property is located in the B Business District Area, and is bounded by Asbury Avenue to the south and Langford Street to the west; and

WHEREAS, on August 1, 2022, the Asbury Park Planning Board adopted a Resolution (the “Resolution”) approving an application for preliminary and final site plan, with variance(s) and design exceptions, for the renovation of an existing structure and the construction of new improvements (the “project”); and

WHEREAS, the Resolution of approval contained the following condition:

- “5. This approval is subject to the approval of the Mayor and City Council of the City of Asbury Park for any encroachments existing or proposed into any City Rights of Way by the Applicant”; and

WHEREAS, the approved plans for the project include a cornice, awning or other overhang on the façade of the building that will encroach in limited respects into the City R.O.W. (including air space), with the total area of the encroachment measuring approximately one hundred fifty six (156) square feet (the “encroachment” or “license area”); and

WHEREAS, the encroachment is described and depicted in more detail in a legal description and map, which were prepared by Partner Engineering and Science, Inc., dated September 15, 2022, copies of which are attached hereto as Exhibits “A” and “B,” respectively; and

WHEREAS, to the extent that the City has jurisdiction over the license area and without making any affirmative representations with regard thereto, the City is willing to grant a revocable license to the Licensee to allow the Licensee to use and occupy the license area for the installation and continued presence/maintenance of the said cornice, awning or other overhang under the terms and conditions set forth herein; and

WHEREAS, on May 24, 2023 the City adopted Resolution No. 2023-257 (attached hereto as Exhibit “C”), which provided authorization for the conveyance of said license over the license area, as shown in the attached Exhibits “A” and “B” to the Licensee; and

WHEREAS, the purpose and intent of this instrument is to confirm and memorialize the granting of said license to the Licensee, and to specify the terms and conditions associated therewith.

NOW, THEREFORE, based upon the mutual promises, terms and conditions set forth below, and for good and valuable consideration, the adequacy of which the Parties expressly acknowledge, the Parties hereto agree as follows:

1. That, to the extent that the City possesses jurisdiction over the R.O.W. area and without making any affirmative representations with regard thereto, the City hereby grants to the Licensee the revocable right (also known as the “License”) to use and occupy the license area to install and to continually maintain, repair and/or replace a cornice, awning or other overhang within the license area, as shown in Exhibits “A” and “B” attached hereto, conditioned upon the annual payment of the sum of **Three Thousand One Hundred Twenty and 00/100 Dollars (\$3,120.00)** (the “License fee”) to the City, and further subject to the terms and conditions set forth herein.
2. The License granted to the Licensee shall be governed by the terms and conditions of this Agreement and shall not be construed as an easement.
3. Payment of the initial License fee due for the year 2023 shall be made to the City on or before June 15, 2023, and shall not be prorated. Thereafter, payment of the annual License fee shall be made to the City on or before January 15th of each succeeding year.
4. The Licensee shall be required to obtain a construction permit from the Licensor for the initial construction of, and for any replacement of, the cornice, awning or other overhang within the license area. Further, there shall be no expansion of the size or scope, nor shall there be any change to the design, of the cornice, awning or other overhang within the license area without additional approvals and/or permitting by the Licensor. Said approvals and/or permits shall be issued at the sole discretion of the Licensor.

5. The Licensee shall not allow the cornice, awning or other overhang to interfere in any way with the ability of the public to utilize the public sidewalk area located immediately beneath the cornice or overhang and/or the canopy. Further, the Licensee shall not interfere, or permit any interference whatsoever, with the public sidewalk area in or around the license area.
6. The within License shall be revocable at the will of the Licensor, and the Licensee shall have no recourse whatsoever against the Licensor, and shall not be entitled to any refunds, if the License is revoked, in whole or in part, at any time and/or for any reason during the course of the within Agreement.
7. The Licensee will exercise the privilege granted herein at the Licensee's own risk and agrees that it will never claim any damages against the Licensor for any injury or damages sustained to any person or property which is in any way related to the Licensee's use and occupancy of the license area, regardless of any fault or negligence of the Licensor.
8. The Licensee shall name the Licensor as an additional insured on its general liability insurance policy covering the Property, and shall provide a copy of its certificate of insurance to the City on an annual basis at the same time that the License fee is paid.
9. The Licensee agrees to indemnify, save and hold harmless the Licensor, as well as all officials, employees and agents of the Licensor (including the Licensor's Joint Insurance Fund), against any and all liability whatsoever for injury or damages sustained to any person or property that is in any way connected to the Licensee's use and occupancy of the license area. This indemnification shall be broadly construed and shall cover injuries, deaths, damages, suits, liabilities, judgments, claims, costs and other expenses, including reasonable attorney's fees, that are in any way related to the Licensee's use and occupancy of the license area.
10. The Licensee acknowledges that additional approvals may be required from other agencies and/or authorities, besides the Licensor, that may have jurisdiction over the license area, and that it is the Licensee's sole responsibility to investigate whether any other agencies or authorities have such jurisdiction and, if so, to obtain the requisite approval(s) from said agencies and/or authorities.
11. This License, as well as all rights granted under the within License Agreement, shall be freely transferrable and/or assignable with the transfer of title to the 929 Asbury Avenue Property (only). No other transfer or assignment of this License shall be permitted. Any unauthorized transfer or assignment shall be void and/or of no force or effect. Use of the license area by the Licensee and any successors in title shall only be for the purpose(s) identified herein and for no other purpose(s).
12. This License shall terminate upon the removal of Licensee's building, and/or the removal or alteration of that portion of the Licensee's building which encroaches into the R.O.W. If use of the license area by the Licensee is not ceased following removal

of the building and/or the removal or alteration of that portion of the Licensee's building which encroaches into the R.O.W., Licensor may take any and all actions permitted in law and/or equity to terminate Licensee's use thereof, and the Licensee shall be responsible for all costs, including any attorney's fees and/or other expenses associated with the same and/or the enforcement of this Agreement.

13. If any part of this Agreement is determined to be invalid, illegal or unenforceable, such determination shall not affect the validity, legality, or enforceability of any other part of this Agreement, and the remaining parts of this Agreement shall be enforced as if such invalid, illegal or unenforceable part were not contained herein.
14. By entering into this Agreement, the Parties are not establishing any joint undertaking, joint venture or partnership and each party shall be deemed an independent contractor and shall act solely for its own account.
15. The remedies provided in this Agreement are cumulative and in addition to any remedies provided by law or equity.
16. All notices required to be given under this Agreement shall be sent by hand delivery or certified mail, return receipt requested to the persons named below, except that either party may change the address upon written notice to the other:

For Licensee: Partner Properties, LLC
929 Asbury Avenue
Asbury Park, New Jersey 07712

And a copy to: Andrew J. Karas, Esq.
Fox Rothschild LLP
49 Market Street
Morristown, New Jersey 07960-5122

For Licensor: City of Asbury Park
Attn: City Clerk
One Municipal Plaza
Asbury Park, New Jersey 07712

And a copy to: Frederick C. Raffetto, Esq.
Hill Wallack LLP
The Galleria - 2 Bridge Ave.
Suite 211
Red Bank, New Jersey 07701

17. This Agreement (including all Exhibits thereto) represents the entire agreement of the parties and supersedes any and all prior agreements, understandings, promises and representations concerning the subject matter hereof and the terms applicable thereto.

18. This Agreement may be amended and modified only by an instrument in writing, executed by the Parties hereto, or their successors.
19. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.
19. This Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. An electronic mail or facsimile version of an executed original of this Agreement shall be deemed as valid as if an original one were delivered.

[Signatures on the Next Page.]

IN WITNESS WHEREOF, the Parties have signed this Agreement the day and year first written above.

Witness:

PARTNER PROPERTIES, LLC

Print Name:_____

By: _____(Print Name)
_____(Title)

Attest:

CITY OF ASBURY PARK

Lisa Esposito, City Clerk

Honorable John Moor, Mayor

EXHIBIT “A”

Date: September 15, 2022

Job No. 21-9284

Description of a Proposed Building Encroachment Easement along Langford Street in the City of Asbury Park, County of Monmouth, and State of New Jersey.

BEGINNING at a point formed by the intersection of the northerly sideline of as Asbury Avenue (100 feet wide) with easterly sideline of Langford Street (60 feet wide), and runs; thence

1. Along the northerly sideline of Asbury Street, as extended, North 74 degrees 50 minutes 29 seconds West 0.80 feet to a point; thence
2. Across Langford Street, North 15 degrees 09 minutes 31 seconds East 50.34 feet to a point; thence
3. Still across Langford Street, North 74 degrees 50 minutes 29 seconds West 4.90 feet to a point; thence
4. Still across Langford Street, North 15 degrees 09 minutes 31 seconds East 11.33 feet to a point; thence
5. Still across Langford Street, South 74 degrees 50 minutes 29 seconds East 4.90 feet to a point; thence
6. Still across Langford Street, North 15 degrees 09 minutes 31 seconds East 64.04 feet to a point; thence
7. Still across Langford Street, South 74 degrees 50 minutes 29 seconds East 0.80 feet to a point; thence
8. Along the easterly sideline of Langford Street, South 15 degrees 09 minutes 31 seconds West 125.72 feet to the point and place of **BEGINNING**.

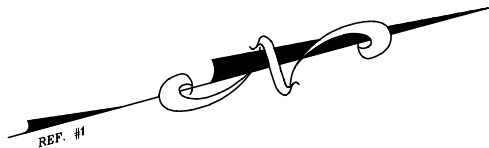
Containing 156 square feet and 0.0036 acres of land.

This description is prepared in accordance with a map entitled "Proposed Building Encroachment Easement Exhibit, Portion of Tax Lot 11, Block 403, Langford Street", dated September 15, 2022, prepared by Partner Engineering and Science, Inc.

James J. Heiser, PLS
NJ Professional Land Surveyor
License # 24GS04331100

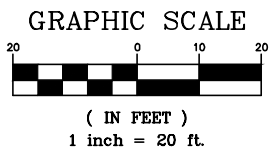
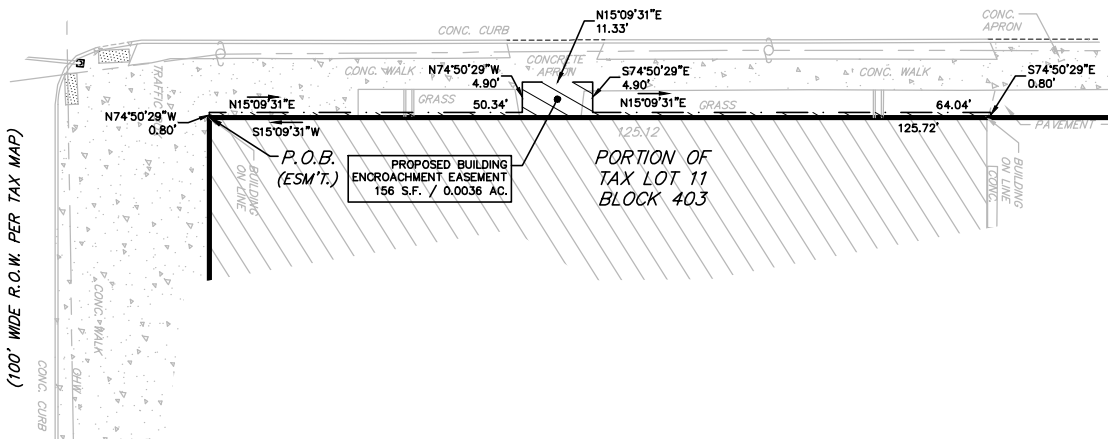
EXHIBIT “B”

Plotted: 09/23/22 - 8:11 AM, BJS, mft
File: S:\Projects\2021\21-9284-EX00.dwg, -----> ESM-T EXHIBIT 2
Copyright Partner Engineering and Science, Inc., 2022



ASBURY AVENUE
(100' WIDE R.O.W. PER TAX MAP)

LANGFORD STREET
(60' WIDE R.O.W. PER TAX MAP)



MAP REFERENCES:

1. MAP ENTITLED "BOUNDARY & TOPOGRAPHIC SURVEY, TAX LOT 8 BLOCK 404 & TAX LOT 11 BLOCK 403, 929 ASBURY AVENUE & 1000 FIRST AVENUE", DATED AUGUST 11, 2021, PREPARED BY PARTNER ENGINEERING AND SCIENCE, INC.
2. MAP ENTITLED "LAYOUT PLAN, PRELIMINARY AND FINAL MAJOR SITE PLAN, VARIANCE APPLICATION, 929 ASBURY AVENUE, LOT 11 BLOCK 403 AND 1000 FIRST AVENUE, LOT 8 BLOCK 404, TAX MAP SHEET 4, DATED 12/31/2010", PREPARED BY PARTNER ENGINEERING AND SCIENCE, INC., DATED NOVEMBER 24, 2021, LAST REVISED 06/03/2022

REV	DATE	DESCRIPTION	BY	CHKD	RELD
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DATE: _____
JAMES J. HEISER, P.L.S.
NJ PROFESSIONAL LAND SURVEYOR Lic. No. 24GS04331100

**PROPOSED BUILDING ENCROACHMENT
EASEMENT EXHIBIT
PORTION OF TAX LOT 11, BLOCK 403
LANGFORD STREET**

SITUATED IN
CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY

PARTNER
Engineering and Science, Inc.
(a DBA of Partner Assessment Corp, a NJ Engineering firm)

611 Industrial Way West
Eatontown, NJ 07724
NJ Certificate of Authorization No. 24GA28222900
Tel.: 732.380.1700
Fax.: 732.380.1701
<http://www.partneresi.com>

Drawing Name: 21-9284-EX00.dwg	Drawn J.L.M.	Designed —	Checked J.D.L.	Released J.J.H.
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Job No. 21-9284	Date 09/15/22	Scale:(H) 1"=20' (V)	1 OF 1
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Attachment: License Agreement to Permit Limited Encroachment Into City's R.O.W. - 929 Asbury Ave -

EXHIBIT “C”



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 24, 2023
RESOLUTION SUMMARY

2023-258

Expressing The Intent Of The City To Utilize/Earmark Remaining Funds Received Through The American Rescue Plan



RESOLUTION NO. 2023-258

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

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ASBURY PARK EXPRESSING THE INTENT OF THE CITY TO UTILIZE/EARMARK REMAINING FUNDS RECEIVED THROUGH THE AMERICAN RESCUE PLAN

WHEREAS, the City of Asbury Park (the “City”) was the recipient of certain federal funding through the American Rescue Plan (the “ARP”) related to the COVID-19 pandemic and the corresponding economic crisis; and

WHEREAS, the ARP funding was intended to provide critical support to communities and American workers who suffered disproportionately in the wake of the COVID-19 crisis; and

WHEREAS, the City wishes to formally express its intent to utilize/earmark any remaining ARP funding which is in the possession of the City in order to perform repairs to the City’s Wastewater Treatment Plant and/or to fund any other necessary infrastructure improvements within the City.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, that the City hereby formally expresses its intent to utilize and/or earmark any remaining ARP funds that are in the possession of the City in order to perform repairs to the City’s Wastewater Treatment Plant and/or to fund any other necessary infrastructure improvements within the City.

BE IT FURTHER RESOLVED, that a certified copy of this Resolution shall be provided to each of the following:

- a. Federal Legislative Delegation representing the City of Asbury Park;
- b. State Legislative Delegation representing the City of Asbury Park;
- c. Donna M. Vieiro, City Manager;
- d. JoAnn Boos, Chief Financial Officer;
- e. PKF O'Connor Davies, LLP; and
- f. Frederick C. Raffetto, Esq., Municipal Attorney.

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

NO. 2023-258 which was finally adopted by the City Council at a meeting held on the 24th day of May, 2023

CERTIFIED BY ME THIS 25th DAY OF May, 2023.

LISA ESPOSITO
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2023-15**

**ORDINANCE OF THE CITY OF ASBURY PARK AMENDING AND
SUPPLEMENTING SECTION 4-10, ENTITLED “PERMITS FOR SPECIAL EVENTS,”
OF CHAPTER 4, “GENERAL LICENSING,” OF “THE CODE OF THE CITY OF
ASBURY PARK”**

WHEREAS, the City of Asbury Park (the “City”) previously established Section 4-10, entitled, “Permits for Special Events,” of Chapter 4, “General Licensing,” of “The Code of the City of Asbury Park” (also referenced as the “City Code”); and

WHEREAS, the Mayor and Council wish to revise Section 4-10 of the City Code, in certain limited respects, in accordance with the provisions set forth herein.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, that Section 4-10, entitled, “Permits for Special Events,” of Chapter 4, “General Licensing,” of “The Code of the City of Asbury Park,” is hereby amended and supplemented as follows (additions are show with underline; deletions are shown with ~~strikeout~~):

Chapter 4. General Licensing

§ 4-10. PERMITS FOR SPECIAL EVENTS.

§ 4-10.1. Definitions.

For the purpose of this section:

DEMONSTRATION

Shall mean a public assembly, meeting, gathering or protest which may include speechmaking, marching, holding of vigils and all other forms of conduct for the purpose of expressing views or grievances. Such gatherings would occur on City streets, sidewalks, or property.

FARMERS MARKET

Shall mean a common facility or area where several farmers or growers gather on a regular, recurring basis to sell a variety of fresh fruits and vegetables or other locally-grown farm products directly to consumers.

FLEA MARKET

Shall mean an open market, usually held outdoors where a variety of goods are sold

including jewelry, household goods, food and other inexpensive items.

NON-PROFIT

Shall mean an organization or entity which has been duly established and operates in accordance with the New Jersey Nonprofit Corporation Act, N.J.S.A. 15A:1-1, et seq., or a similar entity which has been organized under the laws of a jurisdiction other than the State of New Jersey (defined as a "foreign corporation" under N.J.S.A. 15A:1-2f) and which may have obtained federal tax exempt status under Section 501(c) of the Federal (IRS) Tax Code.

PARADE

Shall mean organized public procession on a festive or ceremonial occasion; to march or walk in a procession.

RALLY

Shall mean a demonstration as that term is defined above.

SPECIAL EVENT

Shall mean a preplanned event or series of events for a duration of seven (7) days or less, sponsored by a public or private person or entity, which is:

- a. Located wholly or partially on property owned or maintained by the City; or
- b. Permissibly located on any other property and requires for its successful execution the provision and coordination of municipal services to a degree significantly over and above that which the City routinely provides; or
- c. Any parade or other event, such as a concert, race, walkathon, bicycle race, fair, carnival, celebration, sporting event, flea market, plunge, bonfire, show, or wedding, or any other type of large event generating a parking or traffic situation that may interfere with the movement of normal traffic and/or emergency vehicles, taking place in or upon any street, park, beach, or other public place, or private property, in the City of Asbury Park.

The following shall be illustrative of, but not limited to, the type of event requiring a permit: the closing of a public street, the sale of merchandise, food or beverage on public property ~~outside of the central business district,~~ (except where an outdoor merchandise/sidewalk café license pursuant to Section 4-9 of the City Code has been obtained from the City Clerk), or on private property where otherwise prohibited by law, the installation of a stage, bandshell, trailer, van, portable building, tent, grandstand or bleachers on public property, or private property, or any event conducted in a public park or on a public beach, or bonfire conducted on the beach.

§ 4-10.2. Purpose and Intent.

The purpose and intent of this section is to enable the City of Asbury Park and its Governing

Body to have control over the type and scope of special events, as defined herein, to be held within the confines of the City, while ~~insuring~~ ensuring the protection of the interests of those in the community upon whom such special events shall impact.

§ 4-10.3. Permit Required.

Any person or organization desiring to hold any special event as defined herein, must first apply for and obtain a special events permit in accordance with the requirements of this section.

§ 4-10.4. Application.

- a. A person or organization seeking issuance of a permit hereunder shall file an application with the City Manager or his or her designee, on a form to be provided for that purpose, on which form the applicant shall furnish pertinent information to include but not limited to the following:
 1. The name, address, e-mail address and telephone number of the applicant.
 2. The name, address, e-mail address and telephone number of the person or persons, corporation, organization or association sponsoring the activity.
 3. A detailed description of the proposed event and a sketch that shows the area or route to be used, along with proposed structures, tents, fences, barricades, signs, banners and restroom facilities, more commonly referred to as a "footprint."
 4. The date(s) and hours for which the permit is desired.
 5. The location of the event for which the permit is desired, and complete details as to how the applicant intends to provide for security, traffic control, site cleanup, separation of recyclables and disposal of trash and debris and parking (and in particular, whether any temporary parking areas will be required).
 6. The number of attendees, participants, spectators, contestants and/or other people that are reasonably anticipated to attend the event.
 7. A detailed description of the City's resources or services that shall be required to be provided in connection with the event.
 8. Any applicant claiming status as a nonprofit organization shall be required to provide the necessary documentation to that effect.
- b. Upon verification that the application is complete, the City Manager or his or her designee shall refer the application to the Special Events Committee for preliminary review in accordance with this section. The Special Events Committee may require the applicant to supplement its application with any pertinent documentation that may be of assistance to the Committee, and to the Mayor and City Council, in their review of the

application.

- c. All completed applications must be submitted to the City Manager or his or her designee at least thirty (30) days prior to the desired event, unless the applicant receives a waiver of this requirement from the Mayor and City Council, or unless the application is for a special event of the type covered by paragraph ~~d.~~ below. The City reserves the right to reject an application if fees for a prior year's event have not been paid in full or if the applicant is delinquent in payment of any City taxes, fines or fees.
- d. All complete applications submitted with the application fee(s) will be reviewed within forty-five (45) days of submission.
- ~~d.e.~~ Information concerning public gatherings and assemblies protected by the First Amendment to the United States Constitution and the New Jersey State Constitution (i.e., demonstrations, rallies, etc.), shall receive an expedited review. Such permits shall be granted or denied by the City Manager, acting on behalf of the Mayor and City Council, within three (3) business days of receipt of a fully completed application. The City Manager's granting of an approval may be with such conditions as are deemed to be in the best interests of the City, upon consultation with members of the Special Events Committee (including the Mayor or the Mayor's designee to the Committee), Police Chief, Fire Chief, and any other relevant City officials.

§ 4-10.5. Fees.

All applicants for special events permits shall be required to pay a nonrefundable application fee, as well as all other fees that are determined to be necessary by the Special Events Committee, as approved by the Mayor and City Council, depending upon the nature and extent of the proposed activity. The application fee shall be due and payable at the time that an application is submitted. Other fees that may be required include, but are not necessarily limited to: costs associated with the provision of police and/or fire supervision, emergency services, staffing, use of City owned property and/or use of City owned vehicles or equipment and the creation and/or use of temporary parking areas. Applicants shall be provided with an estimate of required fees by the City Manager or his or her designee after the Special Events Committee has reviewed the contents of the application, pursuant to § 4-10.6 below. ~~Final confirmation of the total fee shall be made by the Mayor and City Council, upon recommendation from the Special Events Committee, during review of each specific application.~~ All required application, street closure and other flat fees shall be due and payable at least ten (10) days prior to the event. In addition to the fees payable prior to each event, the applicant shall be required to pay for any and all additional fees as set forth herein, or as well as any unanticipated expenses which were occasioned or become necessary during or after the event, as a direct result of the event. Final billing for any additional amounts owed shall be sent to the applicant following the event. Payment in full shall be due and payable to the City within 10 days from the date of the invoice.

The City of Asbury Park wishes to recognize the longstanding recurring involvement, support and commitment (ten or more years as of the effective date of Ordinance No. 2023-15) of certain events, and/or the importance of certain events which coincide with a federal and/or State

holiday, as set forth in Schedule “A” to this Chapter. In recognition and appreciation of the same, the events set forth in Schedule “A” to this Chapter shall be grandfathered as to the fee amounts that were in effect immediately prior to the effective date of Ordinance No. 2023-15. All other events shall be subject to the fees as set forth below.

a. Application Fee: (Nonrefundable):

1. \$50 for non-profits (as defined herein).
2. \$250 for all other organizations or groups.
3. \$1,000 for events ~~over~~ with 2,000 or more participants, except for certain large beach or park events which are subject to the provisions of subsection a(4) below.
4. ~~\$5,000 for events over 15,000.~~ Large beach or park events: For events that are new to the City involving 2,000 or more participants, the following fees shall apply: Beach Fee: \$2,500; Park Fee: \$2,500.
5. For any event with 10,000 or more participants, specific user fees and deposits may be set by the Asbury Park Special Events Committee, subject to approval by the Asbury Park City Council. A separate contract approved by the City Council may be required to govern the operation of and fees for said event.

b. Escrow Deposit. In addition to the nonrefundable application fees specified above, the following refundable escrow fees shall be required to be posted to cover any unforeseen expenses which may be incurred by the City related to the event (including but not limited to any costs associated with the use of City staff members and/or equipment, etc., which may be necessitated):

1. For large beach or park events that are new to the City involving 2,000 or more participants, an escrow deposit will be required in the amount of \$3,000.
2. For all other events, a specific escrow deposit may be set by the Asbury Park Special Events Committee, subject to approval by the Asbury Park City Council.

c. Security Deposit. A refundable security deposit in the amount of \$500, or such other amount as determined by the City, may be required to be posted to cover any damage to City property which may be occasioned as a result of the special event, in the discretion of the Asbury Park Special Events Committee.

~~b.d.~~ Maintenance ~~Personnel~~ and Vehicle/Equipment Fees:

1. Putting ~~Setting~~ up barricades - ~~1 man~~ 2 men, 1 hour: \$50 \$60 per hour vehicle/equipment fee, plus hourly rate of operator(s) and other staff member(s) involved*.

2. ~~Picking up~~ Removal of barricades - 1 ~~man~~ 2 men, 1 hour: \$50 \$60 per hour vehicle/equipment fee, plus hourly rate of operator(s) and other staff member(s) involved*.
3. ~~Putting~~ Setting up banner - 2 men, 1 hour: \$100 per hour vehicle/equipment fee, plus hourly rate of operator(s) and other staff member(s) involved*.
4. ~~Taking down~~ Removal of banner - 2 men, 1 hour: \$100 per hour vehicle/equipment fee, plus hourly rate of operator(s) and other staff member(s) involved*.
5. Use of pickup truck or van, per hour: \$60 per hour vehicle/equipment fee, plus hourly rate of operator(s) and other staff member(s) involved*.
6. Use of dump truck: \$85 per hour vehicle/equipment fee, plus hourly rate of operator(s) and other staff member(s) involved*.
7. Use of sweeper, per hour: \$75 per hour vehicle/equipment fee, plus hourly rate of operator(s) and other staff member(s) involved*.
8. Use of front end loader, per hour: \$80 per hour vehicle/equipment fee, plus hourly rate of operator(s) and other staff member(s) involved*.
9. Use of dozer, per hour: \$100 per hour vehicle/equipment fee, plus hourly rate of operator(s) and other staff member(s) involved*.
10. ~~Use of portable float (stage) and steps: \$250.~~
1110. ~~Use of litter scooter, per hour: \$50 per hour vehicle/equipment fee, plus hourly rate of operator(s) and other staff member(s) involved*.~~
1211. ~~Use of garbage truck, per hour: \$90 per hour vehicle/equipment fee (plus tipping fees), plus hourly rate of operator(s) and other staff member(s) involved*.~~
1312. ~~Use of bucket truck, per hour: \$75 per hour vehicle/equipment fee, plus hourly rate of operator(s) and other staff member(s) involved*.~~
1413. ~~Ambulance: \$250 per hour vehicle/equipment fee, plus hourly rate of operator(s) and other staff member(s) involved*.~~
1514. ~~Dumping fee: \$120 \$135 per ton.~~
1615. ~~Fire Engine or Rescue Truck: \$500 per day vehicle/equipment fee, plus hourly rate of operator(s) and other staff member(s) involved*.~~
1716. ~~Rack Body Flatbed Truck: \$65 per hour vehicle/equipment fee, plus hourly rate of~~

operator(s) and other staff member(s) involved*.

1817. Mason Dump Truck: \$65 per hour vehicle/equipment fee, plus hourly rate of operator(s) and other staff member(s) involved*.

e. Vehicle/Equipment Operation Fees:

Items shown with an asterisk(*) in subsection 4(d) above require an additional charge(s) for the operator(s) of the vehicle or equipment and/or for the assistance of other City staff member(s) in accordance with the rates set forth below; ~~which shall be at the rate of \$50 per hour. The above fees include delivery and pick-up during regular working hours (7:00 a.m. – 2:00 p.m.). All charges shall be hourly (except for the use of the portable float/stage and steps) and shall have a minimum charge of one hour. For any increments into the following hours, a one hour charge shall be incurred.~~

1. Department of Public Works Staff:

- (a) Straight time fees (Mondays through Fridays, up to 3:30 p.m.) range from \$28 to \$40 per hour, depending upon the operator or staff member involved.
- (b) Overtime fees (Saturdays, Sundays, holidays, and weekdays after 3:30 p.m.) range from \$42 to \$60 per hour, depending upon the operator or staff member involved.
- (c) An administrative fee in the flat amount of \$25 shall be added to any application for the use of Department of Public Works staff members.
- (d) All fees shall be calculated by the Director.

2. Police, Fire and EMT Staff:

Hourly fees shall be consistent with those specified in Section 2-10.1 (Voluntary Special Duty Assignments for Police Officers and Firefighters) of the City Code.

ef. Public Parks**:

- 1. Sunset: \$600 per day.
- 2. Saint John's Island: \$500 per day.
- 3. Bradley:
 - (a) \$2,000 per day from one week prior to Memorial Day through two weeks after Labor Day.

- (b) \$750 per day any other time.
- 4. Atlantic:
 - (a) \$2,000 per day from one week prior to Memorial Day through two weeks after Labor Day.
 - (b) \$750 per day off season any other time.
- 5. Library: \$600 per day.
- 6. Kennedy: Monday-Friday: \$500.00 up to 8 hours; Saturday and Sunday: \$500.00 per day between the hours of 8:00 a.m. and 4:00 p.m.; \$500.00 per day between the hours of 5:00 p.m. and 10:00 p.m.
- 7. Springwood: \$100 per day.
- 8. Fireman's Park: \$100 per day.

****In order to reserve one of the City's parks for an event, fees must be paid in accordance with the requirements set forth above and insurance must be provided in accordance with the requirements of Section 4-10.1011. below.**

- dg. Boardwalk Fee: Daily fee of \$250 per 4 hours of use.
- eh. Beaches: Use of beaches for any event up to 3 hours of use - ~~\$500.00~~ \$750.00 per day per beach avenue (i.e., First Avenue Beach); events lasting from 3 - 8 hours of use - ~~\$700.00~~ \$1,000.00 per day per beach avenue (i.e., First Avenue Beach). All participants on the beach will also be required to purchase a daily beach badge if the event occurs during the summer season when beach badges are required for access to the City's public beaches.
- f. ~~Transportation Center: \$100 per day plus any maintenance fees.~~
- gi. ~~Council Chambers: \$100 per day plus any maintenance fees.~~
 - 1. For use by Asbury Park residents and/or businesses/entities/groups based in Asbury Park: Waiver of daily use fee, but shall be required to pay for any necessary maintenance/janitorial fees.
 - 2. For individuals or businesses/entities/groups that neither reside in, nor are based in, Asbury Park: \$100 per day use fee, plus any necessary maintenance/janitorial fees.
- hj. Senior Center: \$100 per day plus Department of Public Works fees and any other fees deemed necessary.

- i. ~~Large Beach or Park Event: Events involving more than 500 participants will be subject to a different fee structure to cover added City expenses. The daily beach/park fee will vary according to the type of event: Beach Fee: \$2,500; Park Fee: \$2,500.~~

~~In addition, a deposit will be required in the amount of \$5,000 to cover any expenses incurred by the City that are not covered by special event fees.~~

~~For any event with 500 or more participants, user fees and deposits will be set by the Asbury Park Special Events Committee and approved by the Asbury Park City Council. A separate contract approved by the City Council will govern the operation and fees of said event.~~

- jk. Street Blocking or Closing:

1. Non-Metered Streets: \$250 daily fee per block for any non-metered street blocking or closing.
2. Metered Streets: The daily charge per block for street blocking or closing will be calculated by: taking the number of metered parking spaces in that block x the current hourly rate in that block (for the specific date of closure) x the daily number of hours the meters are in operation = the daily rate for that block. Either the daily block rate or a minimum of \$250, whichever is greater, will be paid by the applicant.

- kl. Off-Duty Police Officers: ~~8:00 a.m. - 12:00 a.m. \$75 per hour per officer/12:00 a.m. - 8:00 a.m. \$85 per hour per officer.~~ Hourly fees shall be consistent with those specified in Section 2-10.1 (Voluntary Special Duty Assignments for Police Officers and Firefighters) of the City Code.

- lm. EMT/Fire: ~~8:00 a.m. - 12:00 a.m. \$75 per hour/12:00 a.m. - 8:00 a.m. \$85 per hour (Fire Inspector/Fire Official regular overtime receive rate).~~ Hourly fees shall be consistent with those specified in Section 2-10.1 (Voluntary Special Duty Assignments for Police Officers and Firefighters) of the City Code.

- mn. Lifeguards: ~~\$65~~ \$75 per hour.

- no. Utility Fees: Any and all fees for actual water and electric consumption shall be billed by the Director of Public Maintenance after the conclusion of the event.

- op. Electrician: ~~\$60~~ \$75 per hour.

- pq. Electronic Sign Messaging (Sunset Park, Springwood Park, City Hall):

Messaging related to events that are taking place within the City (only) shall be offered to the public on the electronic signs located in Sunset Park, Springwood Park and City Hall in accordance with the following:

1. For profit events:

- (a) The daily rate to create and post a message relating to a for profit event taking place within the City is \$75 per sign.
- (b) The weekly rate to create and post a message relating to a for profit event taking place within the City is \$350 per sign.

2. Events that are free of charge:

- (a) Events that are free of charge and which are taking place within the City shall not be subject to a fee for electronic sign messaging; however, the following conditions shall apply:
 - (1) The event must be open to the general public.
 - (2) Submitted requests for messaging do not guarantee promotion of the event. In that regard, due to the volume of messaging submissions received, the City may not be able to respond to every submission or to promote every event requested.
 - (3) Promotion of the event shall be based upon meeting eligibility requirements as set forth herein and the provision of sufficient lead time. The City Manager or his or her designee shall make a final determination and may edit the message, as needed.

3. Political events shall not be eligible for electronic sign messaging.

~~p.r.~~ Returned Checks: \$25 fee in addition to the reimbursement of the original check amount.

~~e.s.~~ A special event permit shall not be required for a farmer's market. However, farmer's market shall be charged a one-time annual fee of \$25 to operate within the City.

t. Cancellation Fee: If an applicant wishes to cancel an event, written notice of said cancellation must be submitted to the City Manager or his or her designee at least seventy two (72) hours prior to the commencement of the scheduled event. Failure to notify the City Manager or his or her designee of a cancellation in a timely manner will result in the \$500 security deposit being forfeited, except in cases where force majeure is applicable, and may prevent said event from being rescheduled, or prevent future events to be held by the applicant within the City.

§ 4-10.6. Special Events Committee.

- a. Establishment; Purpose. There is hereby created a Special Events Committee within the City of Asbury Park. The purpose of the Special Events Committee shall be to review all special events permit applications and to provide a written recommendation to the Mayor

and City Council, through the City Manager or his or her designee, relative to each application.

- b. Composition; Meetings. The Special Events Committee shall consist of the City Manager or his or her designee, the Mayor or his or her designee, one member of the Council other than the Mayor, the Police Chief or his or her designee, the Fire Chief or his or her designee, the Director of Public Works or his or her designee, the Recreation Director, and any other City Officials or employees as deemed necessary by the City Manager in order to properly review each application. The Special Events Committee shall meet once per month (or as often as needed) and shall report its findings and recommendations to the Mayor and City Council for final approval of each special event. Unless otherwise advised, ~~all~~ applicants shall not be required to appear personally before the Special Events Committee, ~~as well as~~ or before the Mayor and City Council, in support of their application.

§ 4-10.7. City Council Approval.

Following receipt of a ~~written report~~ recommendation from the Special Events Committee, the Mayor and City Council shall make the final determination as to whether to issue a Special Events Permit ~~and the appropriate fee to be charged~~, by affirmative action by majority vote. Issuance of a permit may be subject to such conditions and restrictions as may be determined necessary by the Mayor and City Council. The applicant shall be required to abide by all conditions and restrictions imposed by the Mayor and Council.

In connection with the approval of any Special Events Permit, the Mayor and City Council may authorize the provision of temporary parking areas, after consultation with the Special Events Committee, along with the Police, Transportation and Fire Departments. Any such temporary parking areas shall be subject to such conditions as deemed necessary by the Mayor and Council.

§ 4-10.8. Standards.

The standards for the issuance of a permit pursuant to this section shall include but shall not necessarily be limited to, the following findings:

- a. That the proposed event will not unreasonably interfere with or detract from the general public's enjoyment of public parks, beaches, roadways, or facilities to be utilized.
- b. That the proposed activity and use will not unreasonably interfere with or detract from the promotion of public health, welfare, safety, and recreation.
- c. That the proposed activity and uses that are reasonably anticipated will not be likely to include violence, crime or disorderly conduct.
- d. That the facilities desired have not been reserved for other use at the date and hour requested in the application.

- e. That the applicant will maintain premises in the same condition which existed prior to the event.

§ 4-10.9. Permit Non-Transferable.

Permits issued for Special Events shall not be transferrable.

§ 4-10.10. Denial of Permit.

The standards for denial of a permit pursuant to this section shall include but shall not necessarily be limited to, the following:

- a. That the proposed event will disrupt traffic within the City beyond practical solutions.
- b. That the location of the special event will cause undue hardship to adjacent property owners.
- c. That the proposed event will require the diversion of so many public employees that allowing the event would unreasonably deny service to, or jeopardize the safety of, the remainder of the City's residents.
- d. That the application contains incomplete or inaccurate information, or that the applicant has filed or refuse to provide necessary information upon request from the City.
- e. That the application fails to comply with all terms of this section, including the failure to remit all fees or deposits, or the failure to provide proof of proper liability insurance coverage, or the failure to execute an indemnification and hold harmless agreement, or the failure to provide a performance bond or cash security deposit when required by the Mayor and City Council, or for any other violation of the terms and conditions of this section.

§ 4-10.11. Responsibility, Liability, Performance Guarantee/Security Deposit, Insurance Coverage and Indemnification.

a. Responsibility.

- 1. It shall be the permit applicant's responsibility to secure all necessary other permits, licenses and/or approvals which may be required (i.e., by State, local or other outside agencies), in conjunction with the proposed event.
- 2. All permit applicants shall assume all risks associated with premature advertisement of any event prior to the time of issuance of a permit by the Mayor and City Council, as well as any and all other costs which may have been expended prior to the time of official approval of the application by the Mayor and City Council.
- 3. All permit holders shall be required to abide by all requirements set forth in

the permit, as well as all City ordinances, State Statutes (including but not limited to the New Jersey Riot Act, N.J.S.A. 2C:33-1 et seq.), and all other rules and regulations which may be applicable to the event.

4. All permit holders shall be responsible for any and all additional costs that are incurred as a result of the event, including costs which may not have been foreseen at the time that the permit was issued but which becomes necessary, such as costs associated with additional resources provided by the City, including but not limited to, manpower and/or equipment costs, police and/or fire supervision, emergency services, cleanup activities, etc.
5. Any personnel provided by the City (i.e., police, fire, emergency, public works or other City employees) in connection with any special event sponsored by an outside party shall not be considered employees or agents of the outside party. If emergency services are required for any special event, then only Asbury Park emergency personnel may be utilized.

b. Liability; Performance Guarantees/Security Deposit.

1. All permit holders shall be liable for all losses, damages and/or injuries sustained by any person whatsoever by reason of the event or activities associated with the event.
2. The terms of this section shall not be construed as imposing upon the City or its officers or employees any liability or responsibility for any injury or damage to any person in any way connected to the use for which the permit was issued. The City and its officials and employees should not be deemed to have assumed any liability or responsibility by reason of any inspections performed, the issuance of any permits, or the approval for use of any City property in connection with a permit issued hereunder.
3. All permit holders shall assume full responsibility for the acts and conduct of all persons admitted to the event by or with the consent of the permit holder, or of any person acting for or on behalf of the permit holder.
4. If any portion of City property or other premises where the event is held is damaged by the act or omission of the permit holder, or by the permit holder's agents, employees, patrons, customers, guests, invitees, or any other person admitted to the premises by the permit holder, the permit holder shall be responsible for all costs associated with restoration of the property or premises to the condition that existed prior to the occurrence of such damage. The amount of such damage shall be considered an additional fee.
5. A refundable security deposit in the amount of five hundred (\$500.00) may be required, per the provisions of Section 4-10.5(c) above. ~~which shall be posted in the form of cash or by check, or a refundable security deposit in~~

~~another amount (also to be posted in the form of cash or by check) as determined in the sole discretion of the City to be sufficient to cover any damages which may be occasioned as a result of the special event or to ensure compliance with all terms and conditions imposed by the Mayor and Council in connection with issuance of the permit shall be required to be posted at least ten (10) days prior to the event.~~

- c. **Insurance Coverage.** All permit holders must submit ~~minimum~~ liability insurance coverage ~~in an amount to be determined by the Mayor and City Council, in the minimum amount of \$1,000,000.00; however, the City may require an increase in the amount of liability insurance coverage~~ depending upon the size, scope and nature of the event planned. The City of Asbury Park, its officers, employees, agents and representatives must be named as additional insured parties on the policy. Proof of said insurance coverage shall be provided to the City at least ten (10) days prior to the event.
- d. **Indemnification.** All permit holders shall defend, indemnify and hold the City of Asbury Park, its officers, employees, contractors, agents and representatives harmless from and against any and all liability for claims, demands, damages, suits, judgments, fines, losses and expenses, of any nature, which are sustained as a result of the event, and shall execute an indemnification and hold harmless agreement in a form acceptable to the City prior to the event.

§ 4-10.12. No Rights Conveyed; Revocation.

All permits issued pursuant to this section shall be temporary and do not invest any permanent or continuing rights. No permit issued pursuant to this section shall convey any right, interest or title in any City property to the permit holder. Any permit may be revoked at any time by the City Manager, acting on behalf of the Mayor and City Council, for violation of the conditions for which the permit was issued, or for violation of any ordinance which relates to the conducting of the event, or for violation of any of the terms of this section, or when the event is found not to be in the best interests of the City, or for other good cause shown.

§ 4-10.13. Offenses and Penalty.

- a. **Offenses.** A person commits an offense if he or she:
 - 1. Commences or conducts an event that is subject to the requirements of this section without a permit, or;
 - 2. Fails to comply with any condition, requirement or provision of the permit, or otherwise violates any ordinance, rule or regulation that is applicable to the event.
- b. **Penalty.** A person who violates a provision of this section shall be guilty of a separate offense for each day or part thereof during which the violation is

committed or continued and shall be liable, upon conviction, to the penalty as stated in Chapter 1, Section 1-5 of the City Code, or as provided by State Statute.

BE IT FURTHER ORDAINED, that all other provisions of Section 4-10 of the City Code which are not referenced in this Ordinance shall remain unaffected/unchanged and remain in full force and effect.

BE IT FURTHER ORDAINED, that all parts and provisions of any Ordinance which are inconsistent with the provisions of this Ordinance shall be repealed to the extent of such inconsistency.

BE IT FURTHER ORDAINED, that the provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.

BE IT FURTHER ORDAINED, that this Ordinance shall take effect upon final passage and publication in accordance with the law, following the required twenty (20) day period after adoption, as set forth in N.J.S.A. 40:69A-181(b).

*City of Asbury Park*PERMITS FOR SPECIAL EVENTS(Chapter 4, Section 4-10)SCHEDULE "A"(§4-10.5 Fees)**Events Subject to Fee Schedule Existing Prior to Adoption of Ordinance No. 2023-15****AP Chamber of Commerce Asbury Fest****AP Chamber of Commerce Downtown Tree Lighting****Asbury Fresh Market****Asbury Park Historical Society Boardwalk Art Show****Asbury Park Juneteenth Celebration****Asbury Park Polar Bear Race****Asbury Park St. Patrick's Day Parade****Asbury Park Zombie Walk****Bond Street Bar Block Party****Jersey Shore Running Club Run-A-Palooza race****Jersey Shore Running Club Tutu Run****NJ's annual Statewide LGBTQ+ Pride Celebration****Shore Athletic Club AP Sheehan 5k Classic****Surfrider Foundation Family Surf Day****The Center in Asbury Park AIDS Walk****Triumphant Life Church Carnival**

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2023-15 which was finally adopted by the City Council at a meeting held on the 14th day of June, 2023

LISA ESPOSITO
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2023-21**

**ORDINANCE OF THE CITY OF ASBURY PARK AMENDING CHAPTER VII OF THE
CODE OF THE CITY OF ASBURY PARK REGARDING TRAFFIC REGULATIONS
TO DESIGNATE SUNSET DRIVE ONE-WAY**

WHEREAS, the City of Asbury Park (the “City”) has previously established certain traffic regulations within the City; and

WHEREAS, the previous regulations as referenced above shall be collectively referenced herein as the “prior traffic regulations”; and

WHEREAS, since adoption of the prior regulations, the parking conditions have been evaluated by the City’s Parking Committee on a continuous basis; and

WHEREAS, the proposed new regulations are set forth in the within Ordinance; and

WHEREAS, it is the intention of the Mayor and Council that the revisions set forth herein shall amend and supplement the Traffic Control Regulations contained within the Chapter VII, entitled “Traffic,” of the “Code of the City of Asbury Park, New Jersey,” accordingly.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, that the amended traffic regulations are hereby approved and adopted for use within the City of Asbury Park, and that Chapter VII, entitled “Traffic,” of the “Code of the City of Asbury Park, New Jersey,” is hereby amended as follows:

7-20 ONE-WAY STREETS.

7-20.1 Designated.

[2000 Code § 7-20.1; Ord. No. 2189 § 1; Ord. No. 2199 § 1; Ord. No. 2244 § 1; Ord. No. 2290 § 1; Ord. No. 2314 § 1; Ord. No. 2307 § 1; Ord. No. 2318 § 1; Ord. No. 2452 § 1; Ord. No. 2516; Ord. No. 2527; Ord. No. 2665; Ord. No. 2939; Ord. No. 2957; Ord. No. 2990; Ord. No. 2015-47; Ord. No. 2016-11; Ord. No. 2016-27; Ord. No. 2017-34; Ord. No. 2017-42]

The following described streets or parts of streets are hereby designated as One-Way Streets in the direction indicated. Parking on these streets will be permitted on the sides indicated below.

<i>Name of Street</i>	<i>Direction</i>	<i>Limits</i>	<i>Parking Permitted</i>
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Sunset Drive	West	Comstock Street to Sunset Avenue	Both sides
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I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2023-21 which was finally adopted by the City Council at a meeting held on the 14th day of June, 2023

LISA ESPOSITO
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2023-22**

**ORDINANCE 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 521 LAKE AVENUE (BLOCK 3105,
LOT 4.02), F/K/A 545 LAKE AVENUE (BLOCK 3105, LOT 4).**

WHEREAS, 545 Lake Urban Renewal, LLC (hereinafter referred to as the “Developer”) is the owner of certain real property located at 521 Lake Avenue in the City of Asbury Park (the “City”), which is more commonly known and designated as Block 3105, Lot 4.02, f/k/a 545 Lake Avenue (Block 3105, Lot 4) (the “Property”) on the Official Asbury Park Tax Map; and

WHEREAS, the Property is located in the City’s Central Business District Redevelopment Area (the “CBD Zone” or “District”); and

WHEREAS, the Asbury Park Planning Board has granted final approvals to the Developer relating to certain proposed development (the “project”) at the Property pursuant to a Resolution adopted on June 12, 2017, and thereafter amended by Resolution adopted on March 6, 2023; and

WHEREAS, the above-referenced Resolution(s) of approval contained a condition that any encroachments into any public right-of-way (“ROW”) areas (over which the City has jurisdiction) must be approved by the Mayor and Council of the City; and

WHEREAS, the improvements proposed by the Developer to the Property will include a stairway and platform, which will extend from the front wall (façade) of the building and encroach approximately 11.39 feet into the ROW area along Lake Avenue, and contain a total of 185 square feet; and

WHEREAS, the improvements will also include an ADA ramp, which will extend from the front wall (façade) of the building and encroach approximately 15.5 feet into the ROW area along Lake Avenue, and contain a total of 338 square feet; and

WHEREAS, the improvements will also include a planter, which will encroach into the ROW area along Lake Avenue by a total of 68 square feet; and

WHEREAS, the proposed encroachments for the stairway and platform, together with the ADA ramp and the planter, are collectively hereinafter referred to as the “easement area”; and

WHEREAS, the easement area is described and depicted in more detail in the Exhibits

that are annexed to the attached Easement Agreement; and

WHEREAS, the Developer has requested that the City allow it to develop the Property with the encroachments referenced above; and

WHEREAS, the Mayor and Council have previously determined to consider requests for encroachment into the R.O.W. 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 ROW 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 platform, along with a handicap ramp and planter, to be constructed as part of the development, as well as for the Developer to be compliant with ADA regulations concerning handicap access.

WHEREAS, as a result, to the extent that the City has jurisdiction over the easement area 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 platform, along with a handicap ramp and planter, which are proposed to encroach into ROW areas that are under the City's jurisdiction, as referenced above, and as described and depicted in the Exhibits that are annexed to the attached Easement Agreement, for the consideration of **Three Hundred Thousand Dollars and 00/100 (\$300,000.00)**, with the condition that the easement area shall only be used for the stairway and platform, along with the handicap ramp and planter, and for no other purpose(s), and pursuant to all other terms and conditions set forth in the attached Easement Agreement; and

WHEREAS, the purpose of this Ordinance is to confirm said conditional approval and to grant the necessary easement (the "easement"), in accordance with the New Jersey Local Lands and Buildings Law, N.J.S.A. 40A:12-1, *et seq.* and the New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-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 R.O.W. 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 easement area, and without making any 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), as well as the New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq., and specifically N.J.S.A. 40A:12A-8(g), hereby authorizes the conveyance of an easement to the Developer, which will run with the land, over certain portions of the public ROW abutting the property located at 521 Lake Avenue, (Block 3105, Lot 4.02), f/k/a 545 Lake Avenue (Block 3105, Lot 4), as more particularly described and depicted in the Exhibits that are annexed to the attached Easement Agreement, and further subject to the terms and conditions set forth in the attached Easement Agreement.
2. That the Mayor is hereby authorized to execute, and the Municipal Clerk to attest, the attached Easement Agreement, or one which is substantially similar thereto and in a form satisfactory to the City Attorney.
3. That, following proper execution and notarization of the attached Easement Agreement, 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 hereby repeal, and shall supersede, Ordinance No. 2018-25 and Ordinance No. 2018-29, as adopted by the Asbury Park Mayor and Council on June 13, 2018 and July 11, 2018, respectively.
6. That this Ordinance shall become effective twenty (20) days following its final passage, in accordance with N.J.S.A. 40:69A-181(b).
7. 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.
8. That all other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2023-22 which was finally adopted by the City Council at a meeting held on the 14th day of June, 2023

LISA ESPOSITO
CITY CLERK

Record & Return To: Andrew J. Karas, Esq.
 Fox Rothschild, LLP
 49 Market Street
 Morristown, NJ 07960

Prepared by:

 Andrew J. Karas, Esq.

EASEMENT AGREEMENT FOR ENCROACHMENT OVER CERTAIN PORTIONS OF THE PUBLIC RIGHT-OF-WAY AREA ADJACENT TO THE PROPERTY LOCATED AT 521 LAKE AVENUE (BLOCK 3105, LOT 4.02), F/K/A 545 LAKE AVENUE (BLOCK 3105, LOT 4).

THIS AGREEMENT (the “Agreement”) is entered into this ___ day of _____, 2023, by and between the City of Asbury Park, a municipal corporation of the State of New Jersey, whose address is 1 Municipal Plaza, Asbury Park, New Jersey 07712 (hereinafter “Grantor” or “City”), and 545 Lake Urban Renewal, LLC., a corporation of the State of New Jersey, whose address is 513 Cookman Avenue, Asbury Park, New Jersey 07712 (hereinafter “Grantee”).

WITNESSETH:

WHEREAS, the Grantee is the owner of a certain real property in the City which is located at 521 Lake Avenue (known and designated as Block 3105, Lot 4.02 on the City’s official Tax Map), f/k/a 545 Lake Avenue (Block 3105, Lot 4); and

WHEREAS, the property identified above shall hereinafter be referred to as the “Property”; and

WHEREAS, the City’s Planning Board has granted final approvals to the Grantee relating to certain proposed development at the Property (the “project”) pursuant to a Resolution adopted on June 12, 2017, and thereafter amended by Resolution adopted on March 6, 2023; and

WHEREAS, the Property is located in the City’s Central Business District (“CBD”) Redevelopment Area; and

WHEREAS, the improvements proposed by the applicant to the Property will include a stairway and platform, and an ADA ramp and planter, along Lake Avenue, and

WHEREAS, the proposed stairway and platform will extend from the front wall (façade) of the building and encroach approximately 11.39 feet into the public right-of-way (“ROW”) area along Lake Avenue, the ADA ramp will extend from the front wall (façade) of the building and encroach approximately 15.5 feet into the public right-of-way area along Lake Avenue, and the planter will also extend from the front wall (façade) of the building into the public right-of-way (“ROW”) area along Lake Avenue (collectively, the “encroachments”); and

WHEREAS, the Planning Board conditioned approval of the Project on, among other things, the applicant receiving approval from the Mayor and Council of the City of Asbury Park (the “City”) for any encroachments into any City ROW; and

WHEREAS, the proposed encroachments are more specifically described in certain legal descriptions, and further depicted on Proposed Franchise Area Plans, which were prepared by Dresdner Robin Environmental Management, Inc., dated November 23, 2022; and

WHEREAS, the proposed encroachment for the stairway and platform, which is described in the legal description attached hereto as Exhibit “A,” and further depicted on the Proposed Franchise Area Plan attached hereto as Exhibit “B”, contains a total of 185 square feet;

WHEREAS, the proposed encroachment for the ADA ramp, which is described in the legal description attached hereto as Exhibit “C,” and further depicted on the Proposed Franchise Area Plan attached hereto as Exhibit “D”, contains a total of 338 square feet;

WHEREAS, the proposed encroachment for the planter, which is described in the legal description attached hereto as Exhibit “E”, and further depicted on the Proposed Franchise Area Plan attached hereto as Exhibit “F”, contains a total of 68 square feet; and

WHEREAS, the encroachments for the stairway and platform, together with the ADA ramp and the planter, shall collectively hereinafter be referenced as the “easement area”; and

WHEREAS, a depiction of the building, which includes the encroachments, as prepared by Dresdner Robin Environmental Management, Inc., dated November 23, 2022, is attached hereto as Exhibit “G”; and

WHEREAS, on _____, 2023, the City adopted Ordinance No. _____ (attached hereto as Exhibit “H”), which provided authorization for the conveyance of an easement over the ROW areas described in Exhibits “A”, “C” and “E”, and depicted in Exhibits “B,” “D” and “F”, and as further depicted in Exhibit “G,” to the Grantee for the consideration of Three Hundred Thousand Dollars (\$300,000.00); and

WHEREAS, the purpose and intent of this instrument is to confirm and memorialize the granting of said easement to the Grantee.

NOW, THEREFORE, based upon the mutual promises, terms and conditions set forth below, and for consideration of Three Hundred Thousand Dollars (\$300,000.00), the adequacy of which the parties hereto expressly acknowledge, the parties hereto agree as follows:

1. That, to the extent that the City has jurisdiction over the easement area, and without making any 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), as well as the New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq., and specifically N.J.S.A. 40A:12A-8(g), hereby authorizes the conveyance of an easement to the

applicant, which will run with the land, over certain portions of the public ROW abutting the property located at 521 Lake Avenue (Block 3105, Lot 4.02), f/k/a 545 Lake Avenue (Block 3105, Lot 4), as more particularly described in the legal descriptions attached hereto as Exhibits “A,” “C” and “E,” and as further depicted on the attached plans attached hereto as Exhibits “B,” “D” and “F,” subject to the terms and conditions set forth herein. The easement shall allow for the encroachment of a stairway and platform, ADA ramp, and planter into the public right-of-way on Lake Avenue. The stairway platform and will extend from the front wall (façade) of the building and encroach approximately 11.39 feet into the public right-of-way covering an area totaling 185 square feet. The ADA ramp will extend from the front wall (façade) of the building and encroach approximately 15.5 feet into the public right-of-way covering an area totaling 338 square feet. The planter will encroach into the public right-of-way covering an area of a total of 68 square feet. The permission afforded herein relates solely to the stairway and platform, the ADA ramp and the planter, which are referenced herein, and specifically does not permit any further structural additions to be constructed or to exist within the City R.O.W., unless further approvals from the City are obtained. Moreover, the existing stairway and platform, the existing ADA ramp and the existing planter shall not be reconstructed, modified or expanded in size, scope or design without first obtaining additional approvals from the Grantor, with the exception of ordinary maintenance and repairs. The existing stairway and platform, the existing ADA ramp and the existing planter, or any replacement thereof, must comply with all applicable Ordinances of the City.

2. The Grantee will exercise the privilege granted herein at the Grantee’s own risk and agrees that it will never claim any damages against the Grantor for any injury or damages sustained to any person or property relating to the Grantee’s exercise of the privilege granted herein, regardless of any fault or negligence of the Grantor.

3. The Grantor shall not unreasonably interfere with the Grantee’s use and enjoyment of the easement. However, in the case of an emergency or necessity, the Grantor shall be allowed immediate access to the easement area after providing such advance notice to the Grantee as is reasonably practicable under the circumstances. The parties hereto agree that all such access by the Grantor will be performed in a manner that causes as little disturbance to the parties as is reasonably practicable under the circumstances.

4. The Grantor promises that the Grantor has done no act to encumber the Property. This promise is called a “Covenant as to grantor’s acts” (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the Property (such as by making a mortgage or allowing a judgment to be entered against the Grantor relative to the Property).

5. The Grantee shall name the Grantor as an additional insured on its general liability insurance policy covering the Property, and shall provide proof of same to the Grantor. The Grantee further agrees to indemnify and hold harmless the Grantor, as well as all officials, employees and agents of the Grantor, against any and all liability for injury or damages sustained to any person or property relating to the Grantee’s exercise of the privilege granted herein, regardless of any fault or negligence of the Grantor, and shall be responsible for all expenses,

including legal fees, resulting from, arising out of, or in any way connected to the exercise of the privilege granted to the Grantee, its successors and/or assigns.

6. The Grantee acknowledges that additional approvals may be required from other agencies and/or authorities for use of any public right-of-way areas described in Exhibits “A,” “C” and “E,” and depicted in Exhibits “B,” “D” and “F, that are outside of the jurisdiction of the Grantor. It is the Grantee’s sole responsibility to investigate whether any other agencies or authorities have such jurisdiction and, if so, to obtain the requisite approval(s) from said agencies and/or authorities; provided, however, that the Grantor agrees to cooperate in any effort of the Grantee to obtain the consent of any such agency or authority to use the easement area(s) for the purpose stated herein.

7. Use of the easement areas by the Grantee and all successors in title and/or assigns shall only be for the purposes identified herein and for no other purpose(s).

8. This Agreement shall be recorded and shall be binding and inure to the benefit of the parties hereto, their grantees, successors, heirs and/or assigns and shall run with the land so that the same shall be binding on and inure to the benefit of all future owners of the Property. Any reference herein to the Grantee shall apply to all future grantees, successors, heirs and/or assigns of the Property.

9. This Agreement may be amended and modified only by an instrument in writing, executed by the parties hereto, or their successors and/or assigns.

10. This Agreement will be governed by and construed in accordance with the laws of the State of New Jersey.

11. This Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed as an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have signed this Agreement the day and year first written above.

WITNESS: 545 LAKE URBAN RENEWAL, LLC
A New Jersey Corporation

By: _____
Print Name: _____ Title: _____ (Print Name)

ATTEST: CITY OF ASBURY PARK

LISA ESPOSITO, Municipal Clerk HON. JOHN MOOR, Mayor

STATE OF NEW JERSEY

SS:

COUNTY OF MONMOUTH

I CERTIFY that on _____, 2023 before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared LISA ESPOSITO, and this person acknowledged under oath, to my satisfaction, that:

(a) This person is the City Clerk of the City of Asbury Park, a New Jersey Municipal Corporation, the maker named in the within instrument;

(b) This person is the attesting witness to the signing of this document by the proper corporate officer, who is the HON. JOHN MOOR, the Mayor of the City;

(c) This document was signed and delivered by the Corporation as its voluntary act, duly authorized by a proper Ordinance of the Mayor and City Council (Ordinance No. _____, adopted on _____, 2023);

(d) This person well and truly knows the corporate seal which was affixed to this document; and

(e) This person signed this proof to attest to the truth of these facts.

NOTARY PUBLIC

STATE OF NEW JERSEY, COUNTY OF MONMOUTH SS:

I CERTIFY that on _____, 2023, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared before CARTER SACKMAN, and this person acknowledged under oath, to my satisfaction, that:

(a) this person signed and delivered the foregoing document as Managing Member of 545 Lake Urban Renewal, LLC, a New Jersey Corporation (the “Entity”), the Entity named in this document; and

(b) this document was voluntarily signed and delivered on behalf of the Entity with proper authorization.

NOTARY PUBLIC

EXHIBIT “A”

Attachment: ROW Easement Agreement - 521 Lake Ave (f-k-a 545 Lake Ave) (11613412xA1E35) FINAL (2023-22 : Authorizing The City Of

DRESDNER ROBIN

DRESDNER ROBIN
1 EVERTRUST PLAZA, SUITE 901
JERSEY CITY, NJ 07302
201.217.9200
WWW.DRESDNERROBIN.COM

DR Project No. 10558-001
November 23, 2022

DEED DESCRIPTION

Proposed Franchise Area
Within the Lake Avenue Right-of-Way
Adjacent to Lot 4.02 in Block 3105
City of Asbury Park, Monmouth County, New Jersey

LOCATION OF PROPOSED STAIRWAY AND PLATFORM WITHIN THE LAKE AVENUE R.O.W.

BEGINNING at a point, said point being along the northerly side of Lake Avenue (75 feet wide) and a distance of 237.24 feet east of the intersection of the easterly line of Emory Street (100 feet wide) and the northerly line of Lake Avenue (75 feet wide) and running, thence;

1. Along said northerly line of Lake Avenue, North 62 degrees 17 minutes 27 seconds East, 35.11 feet, thence;
2. South 27 degrees 42 minutes 33 seconds East, 11.39 feet, thence;
3. South 62 degrees 17 minutes 27 seconds West, 10.38 feet, thence;
4. North 27 degrees 42 minutes 33 seconds West, 8.69 feet, thence;
5. South 62 degrees 17 minutes 27 seconds West, 24.73 feet, thence;
6. North 27 degrees 42 minutes 33 seconds West, 2.70 feet, to the herein described point and place of BEGINNING.

Containing 185 square feet.

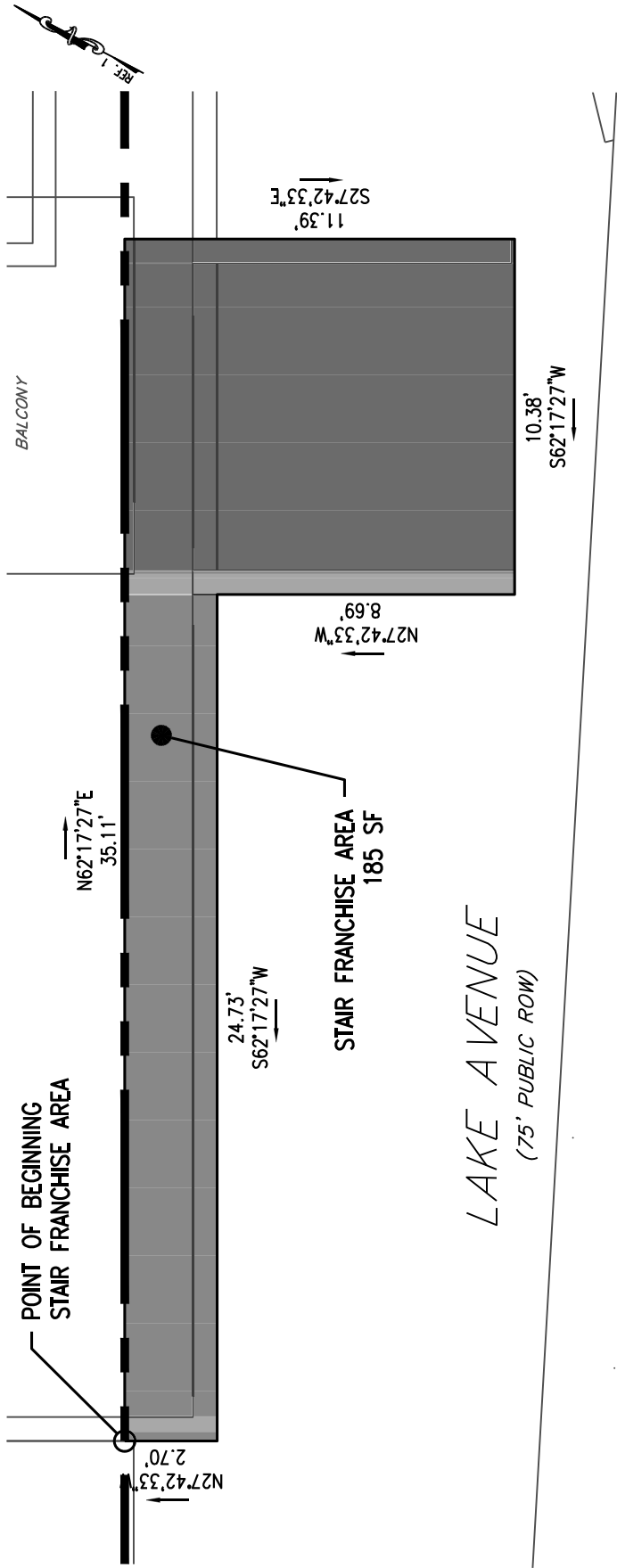
This description was prepared in accordance with a map titled "Exhibit A-2 Stair Franchise Area, 545 Lake Avenue" prepared by Dresdner Robin, dated November 23, 2022.

Greg S. Gloor
Professional Land Surveyor
NJ License No. 24GS03718900

Date

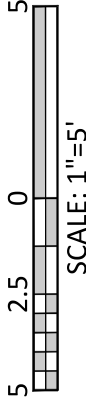
EXHIBIT “B”

Attachment: ROW Easement Agreement - 521 Lake Ave (f-k-a 545 Lake Ave) (11613412xA1E35) FINAL (2023-22 : Authorizing The City Of



REFERENCES:

1. BOUNDARY AND EXISTING CONDITIONS ARE SHOWN FROM MAP TITLED "ALTA/NSPS LAND TITLE SURVEY, BLOCK 3105, LOT 4.02, TAX PLATE 31, 521 LAKE AVENUE" PREPARED BY MIDATLANTIC ENGINEERING PARTNERS, LLC, DATED 6/29/22.



GREG S. GLOOR
PROFESSIONAL LAND SURVEYOR
NJ LICENSE NUMBER 246503718900

DRESDNER ROBIN		OWNER / APPLICANT: COOKMAN COMMUNITY DEVELOPMENT URBAN RENEWAL, LLC 165 W 73RD STREET NEW YORK, NY 10023		PROJECT: 545 LAKE AVENUE		DRAWING NAME: EXHIBIT A-2 STAIR FRANCHISE AREA	
DRESSNER ROBIN ENVIRONMENTAL MANAGEMENT, LLC 1 EVERTRUST PLAZA, SUITE 901, JERSEY CITY, NJ 07302 TEL: 201.217.9200 FAX: 201.217.9607 NJ CERTIFICATE OF AUTHORIZATION: 246A27926000		LOCATION: 545 LAKE AVENUE BLOCK 3105, LOT 4.02 CITY OF ASBURY PARK MONMOUTH COUNTY, NEW JERSEY		DRAWN BY: CUC		CHECKED BY: GSG	
JERSEY CITY • FAIRFIELD • ASBURY PARK • CHERRY HILL		DATE: 11.23.2022		SCALE: 1"=5'		JOB NO: 10558-001	
						SHEET 02 OF 04	

EXHIBIT “C”

DRESDNER ROBIN

DRESDNER ROBIN
1 EVERTRUST PLAZA, SUITE 901
JERSEY CITY, NJ 07302
201.217.9200
WWW.DRESDNERROBIN.COM

DR Project No. 10558-001
November 23, 2022

DEED DESCRIPTION

Proposed Franchise Area
Within the Lake Avenue Right-of-Way
Adjacent to Lot 4.02 in Block 3105
City of Asbury Park, Monmouth County, New Jersey

LOCATION OF PROPOSED RAMP WITHIN THE LAKE AVENUE R.O.W.

BEGINNING at a point, said point being along the northerly side of Lake Avenue (75 feet wide) and a distance of 272.35 feet east of the intersection of the easterly line of Emory Street (100 feet wide) and the northerly line of Lake Avenue (75 feet wide) and running, thence;

1. Along said northerly line of Lake Avenue, North 62 degrees 17 minutes 27 seconds East, 47.18 feet, thence;
2. South 27 degrees 42 minutes 33 seconds East, 10.22 feet, thence;
3. South 62 degrees 17 minutes 27 seconds West, 5.67 feet, thence;
4. South 49 degrees 05 minutes 13 seconds West, 21.68 feet, thence;
5. South 24 degrees 27 minutes 32 seconds East, 0.10 feet, thence;
6. South 65 degrees 32 minutes 28 seconds West, 17.53 feet, thence;
7. North 41 degrees 25 minutes 06 seconds West, 0.26 feet, thence;
8. North 48 degrees 34 minutes 54 seconds East, 39.47 feet, thence;
9. North 27 degrees 42 minutes 33 seconds West, 1.97 feet, thence;
10. South 62 degrees 17 minutes 27 seconds West, 41.18 feet, thence;
11. North 27 degrees 42 minutes 33 seconds West, 2.70 feet, to the herein described point and place of BEGINNING.

Containing 338 square feet.

This description was prepared in accordance with a map titled "Exhibit A-3 Ramp Franchise Area, 545 Lake Avenue" prepared by Dresdner Robin, dated November 23, 2022.

Greg S. Gloor
Professional Land Surveyor
NJ License No. 24GS03718900

Date

EXHIBIT “D”

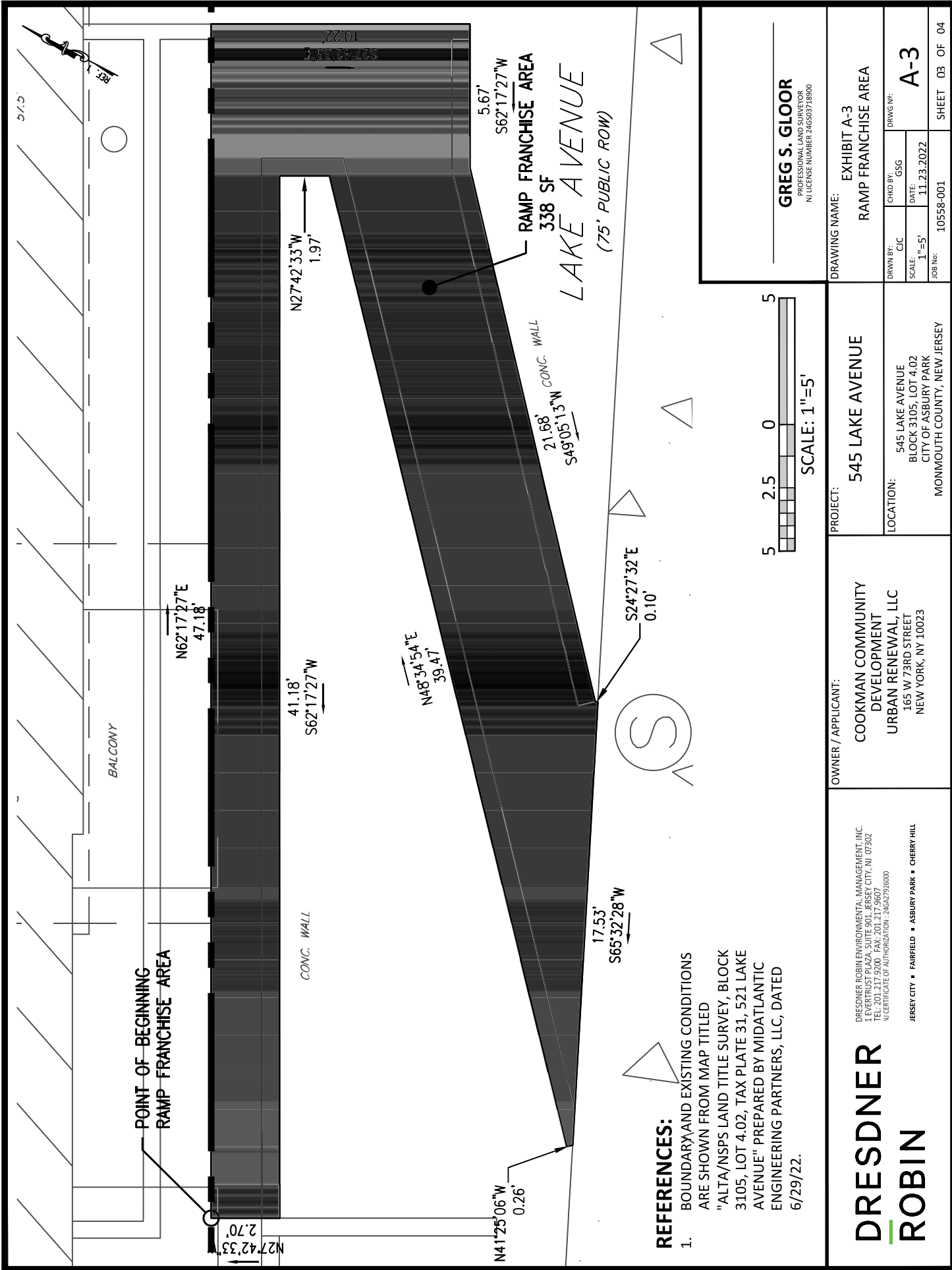


EXHIBIT “E”

Attachment: ROW Easement Agreement - 521 Lake Ave (f-k-a 545 Lake Ave) (11613412xA1E35) FINAL (2023-22 : Authorizing The City Of

DRESDNER ROBIN

DRESDNER ROBIN
1 EVERTRUST PLAZA, SUITE 901
JERSEY CITY, NJ 07302
201.217.9200
WWW.DRESDNERROBIN.COM

DR Project No. 10558-001
November 23, 2022

DEED DESCRIPTION

Proposed Franchise Area
Within the Lake Avenue Right-of-Way
Adjacent to Lot 4.02 in Block 3105
City of Asbury Park, Monmouth County, New Jersey

LOCATION OF PROPOSED PLANTER WITHIN THE LAKE AVENUE R.O.W.

BEGINNING at a point, on the northerly side of Lake Avenue (75 feet wide), said point lying North 62 degrees 17 minutes 27 seconds east, 197.22 feet from the intersection of the easterly line of Emory Street (100 feet wide) and the northerly line of Lake Avenue (75 feet wide) and running, thence;

1. Along said northerly line of Lake Avenue, North 62 degrees 17 minutes 27 seconds East, 24.64 feet, thence;
2. South 27 degrees 42 minutes 33 seconds East, 2.77 feet, thence;
3. South 62 degrees 17 minutes 27 seconds West, 24.64 feet, thence;
4. North 27 degrees 42 minutes 33 seconds West, 2.77 feet, to the herein described point and place of BEGINNING.

Containing 68 square feet.

This description was prepared in accordance with a map titled "Exhibit A-4 Planter Franchise Area, 545 Lake Avenue" prepared by Dresdner Robin, dated November 23, 2022.

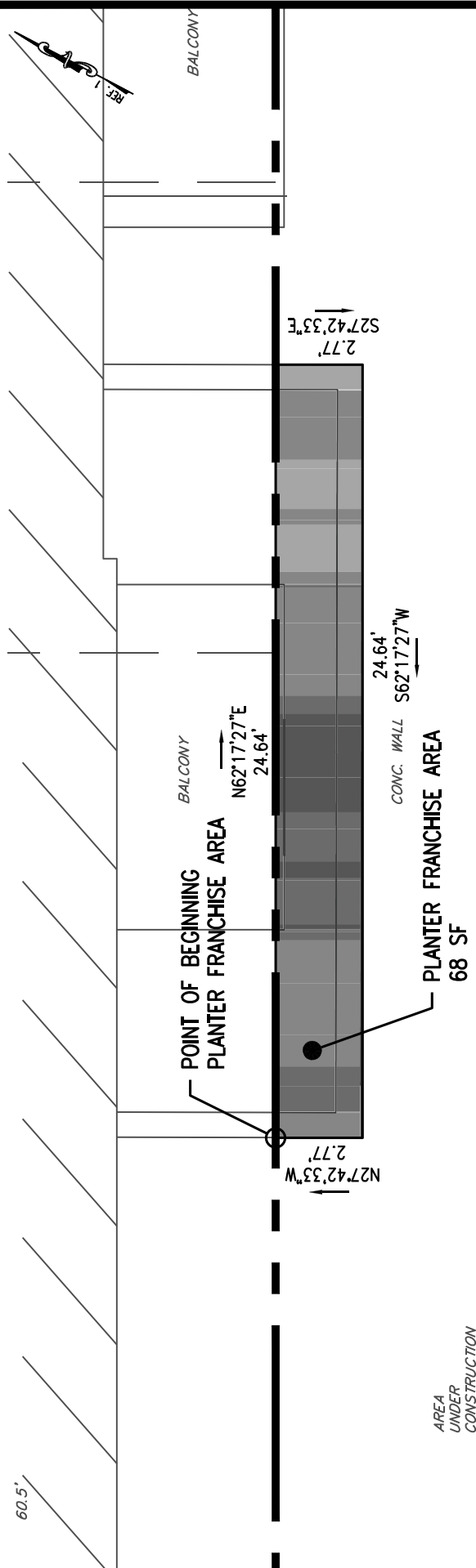
Greg S. Gloor
Professional Land Surveyor
NJ License No. 24GS03718900

Date

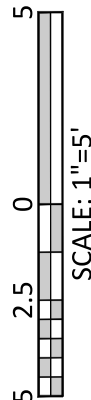
EXHIBIT “F”

Attachment: ROW Easement Agreement - 521 Lake Ave (f-k-a 545 Lake Ave) (11613412xA1E35) FINAL (2023-22 : Authorizing The City Of

60.5'



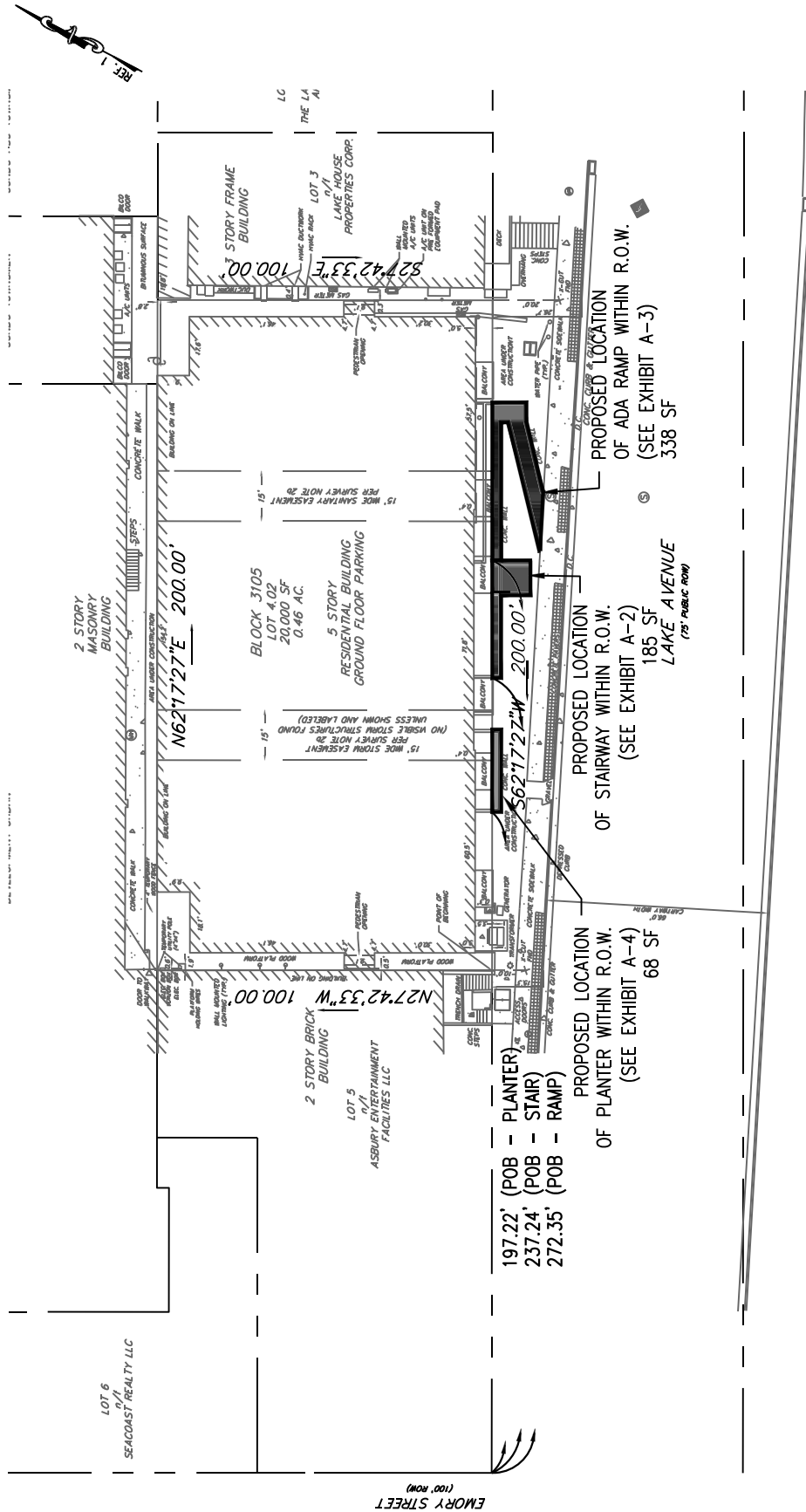
1. BOUNDARY AND EXISTING CONDITIONS ARE SHOWN FROM MAP TITLED "ALTA/NSPS LAND TITLE SURVEY, BLOCK 3105, LOT 4.02, TAX PLATE 31, 521 LAKE AVENUE" PREPARED BY MIDATLANTIC ENGINEERING PARTNERS, LLC, DATED 6/29/22.



GREG S. GLOOR
PROFESSIONAL LAND SURVEYOR
NJ LICENSE NUMBER 24GS03718900

DRESDNER ROBIN	DRESDNER ROBIN ENVIRONMENTAL MANAGEMENT, INC. 1 EVERTRUST PLAZA, SUITE 901, JERSEY CITY, NJ 07302 TEL: 201.217.9200 FAX: 201.217.9607 NJ CERTIFICATE OF AUTHORIZATION: 240627926000 JERSEY CITY ■ FAIRFIELD ■ ASBURY PARK ■ CHERRY HILL	OWNER / APPLICANT:	COOKMAN COMMUNITY DEVELOPMENT URBAN RENAISSANCE, LLC 165 W 73RD STREET NEW YORK, NY 10023	PROJECT:	545 LAKE AVENUE	DRAWING NAME: EXHIBIT A-4 PLANTER FRANCHISE AREA						
		LOCATION:	545 LAKE AVENUE BLOCK 3105, LOT 4.02 CITY OF ASBURY PARK MONMOUTH COUNTY, NEW JERSEY									
		<table><tr><td>DRWN BY:</td><td>CJC</td><td>CHKD BY:</td><td>GSG</td></tr><tr><td>SCALE:</td><td>1"=5'</td><td>DATE:</td><td>11.23.2022</td></tr></table>		DRWN BY:	CJC		CHKD BY:	GSG	SCALE:	1"=5'	DATE:	11.23.2022
DRWN BY:	CJC	CHKD BY:	GSG									
SCALE:	1"=5'	DATE:	11.23.2022									

EXHIBIT “G”



REFERENCES:

1. BOUNDARY AND EXISTING CONDITIONS ARE SHOWN FROM MAP TITLED "ALTA/NSPS LAND TITLE SURVEY, BLOCK 3105, LOT 4.02, TAX PLATE 31, 521 LAKE AVENUE" PREPARED BY MIDATLANTIC ENGINEERING PARTNERS, LLC, DATED 6/29/22.

**DRESDNER
ROBIN**

DRESDNER ROBIN ENVIRONMENTAL MANAGEMENT, INC.
1 EVERTRUST PLAZA, SUITE 901, JERSEY CITY, NJ 07302
TEL: 201.217.9700 FAX: 201.217.9807
NJ CERTIFICATE OF AUTHORIZATION: 246A27926000

JERSEY CITY • FAIRFIELD • ASBURY PARK • CHERRY HILL

OWNER / APPLICANT:

COOKMAN COMMUNITY
DEVELOPMENT
URBAN RENEWAL, LLC
165 W 73RD STREET
NEW YORK, NY 10023

PROJECT:

545 LAKE AVENUE
LOCATION:
545 LAKE AVENUE
BLOCK 3105, LOT 4.02
CITY OF ASBURY PARK
MONMOUTH COUNTY, NEW JERSEY

DRAWING NAME: EXHIBIT A-1

RAMP AND STAIR FRANCHISE
AREAS - OVERALL

DRAWN BY: CUC
CHECKED BY: GSG
DATE: 11.23.2022
JOB NO: 10558-001

A-1

SHEET 01 OF 04

MINING

3.E.1.3.a

Attachment: ROW Easement Agreement - 521 Lake Ave (f-k-a 545 Lake Ave) (11613412xA1E35) FINAL (2023-22 : Authorizing The City Of

EXHIBIT “H”

Attachment: ROW Easement Agreement - 521 Lake Ave (f-k-a 545 Lake Ave) (11613412xA1E35) FINAL (2023-22 : Authorizing The City Of



**Asbury Park, New Jersey
ORDINANCE NO. 2023-23**

**ORDINANCE OF THE CITY OF ASBURY PARK AMENDING AND
SUPPLEMENTING CHAPTER 8, ENTITLED “TAXICABS, LIVERIES AND VALET
PARKING.”**

WHEREAS, the City of Asbury Park (the “City”) previously established Chapter 8, entitled “Taxicabs, Liveries, Pedicabs and Valet Parking,” of “The Code of the City of Asbury Park” (also referenced as the “City Code”); and

WHEREAS, the Mayor and Council of the City wish to revise Chapter 8 in certain limited respects in order to permit the operation of pedicabs on an annual basis as a concession through the competitive contracting process under the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-4.1, *et seq.*, at the sole discretion of the Governing Body.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, that Chapter 8, entitled “Taxicabs, Liveries and Valet Parking,” of “The Code of the City of Asbury Park,” is hereby amended as follows (additions are shown with underline; deletions are shown with ~~strikeout~~):

Chapter 8. Taxicabs, Liveries and Valet Parking

Article IV. Pedicabs

§ 8-39. DEFINITIONS.

As used in this article:

PEDICAB

Shall mean a wheeled device that (1) contains three or more wheels; (2) is designed to transport passengers and be propelled by muscular power using pedals; (3) is designed to accommodate no more than 15 passengers in addition to the driver; (4) is operated for

hire; and (5) if equipped with a motor, is equipped with an electric motor that meets the classifications of a class 1 or class 2 low-speed electric bicycle. A pedicab shall not be considered a motor vehicle or a motorcycle.

§ 8-40. OPERATION OF PEDICAB BUSINESS.

- a. The Governing Body may, in its sole discretion, permit the operation of a pedicab business on an annual basis as a “concession” pursuant to the competitive contracting process authorized under the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-4.1, et seq.
- b. If the operation of a pedicab business is authorized by the Governing Body in any given year pursuant to subsection “a” above, then all of the terms, conditions and regulations pertaining to the operation of the pedicab business shall be set forth in the Request for Proposals and/or contract associated with said concession.

BE IT FURTHER ORDAINED, that all other provisions of Chapter 8 of the City Code which are not referenced in this Ordinance shall remain unaffected/unchanged and remain in full force and effect.

BE IT FURTHER ORDAINED, that all parts and provisions of any Ordinance which are inconsistent with the provisions of this Ordinance shall be repealed to the extent of such inconsistency.

BE IT FURTHER ORDAINED, that the provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.

BE IT FURTHER ORDAINED, that this Ordinance shall take effect upon final passage and publication in accordance with the law, following the required twenty (20) day period after adoption, as set forth in N.J.S.A. 40:69A-181(b).

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2023-23 which was finally adopted by the City Council at a meeting held on the 14th day of June, 2023

LISA ESPOSITO
CITY CLERK

**CITY OF ASBURY PARK
BOND ORDINANCE NUMBER 2023-19**

**BOND ORDINANCE PROVIDING FOR VARIOUS PARK
IMPROVEMENTS, BY AND IN THE CITY OF ASBURY
PARK, IN THE COUNTY OF MONMOUTH, STATE OF
NEW JERSEY; APPROPRIATING \$600,000 THEREFOR
AND AUTHORIZING THE ISSUANCE OF \$571,428 BONDS
OR NOTES OF THE CITY TO FINANCE PART OF THE
COST THEREOF**

**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 the
members thereof affirmatively concurring), **AS FOLLOWS:**

SECTION 1. The improvements or purposes described in Section 3 of this bond ordinance are hereby authorized as general improvements or purposes to be undertaken by the City of Asbury Park, in the County of Monmouth, State of New Jersey (the "City"). For the said improvements or purposes stated in Section 3, there is hereby appropriated the aggregate sum of \$600,000, said sum being inclusive of the sum of \$28,572 as the aggregate amount of down payment for said improvements or purposes required by the Local Bond Law, N.J.S.A. 40A:2-1 et seq. (the "Local Bond Law"). The down payment is now available by virtue of a provision or provisions in a previously adopted budget or budgets of the City for down payment or for capital improvement purposes.

SECTION 2. For the financing of said improvements or purposes described in Section 3 hereof and to meet the part of said \$600,000 appropriation not provided for by application hereunder of said down payments, negotiable bonds of the City are hereby authorized to be issued in the aggregate principal amount of \$571,428 pursuant to the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable notes of the City in an aggregate principal amount not exceeding \$571,428 are hereby authorized to be issued pursuant to and within the limitations prescribed by said Local Bond Law.

SECTION 3. (a) The improvements hereby authorized and purposes for the financing of which said obligations are to be issued include, but are not limited to:

<u>Description</u>	<u>Appropriation</u>	<u>Authorization</u>	<u>Down Payment</u>	<u>Useful Life</u>
(i) <u>Kennedy Park Improvements</u> - Various Improvements To Kennedy Park Including, But Not Limited To, Sidewalk And Landscaping Improvements; And Acquisition And Installation, And/Or Improvements To, As Applicable, The Sprinkler System; and	\$327,273	\$311,688	\$15,585	15 years
(ii) <u>City-Wide Park Improvements</u> - Improvements To Various Parks Throughout The City Including, But Not Limited To, Sidewalk Improvements And The Acquisition And Installation, And/Or	\$272,727	\$259,740	\$12,987	15 years

Improvements To, As Applicable, Park
Benches, Equipment And Amenities, And
Improvements To Real Property, And Park
Facility Improvements As Deemed
Necessary By The City.

Totals	\$600,000	\$571,428	\$28,572
---------------	-----------	-----------	----------

(b) The above improvements or purposes set forth in Section 3(a) shall also include, as applicable, all engineering, architectural or design work, construction planning, preparation of plans and specifications, permits, bid documents, inspections and contract administration, and all work, materials, equipment, labor and appurtenances necessary therefor or incidental thereto.

(c) The aggregate estimated maximum amount of bonds or notes to be issued for said purposes is \$571,428.

(d) The aggregate estimated cost of said purposes is \$600,000, the excess amount thereof over the said estimated maximum amount of bonds or notes to be issued therefor being the aggregate amount of \$571,428, is the aggregate down payment for said purposes in the amount of \$28,572, and the Chief Financial Officer may re-appropriate the amounts among the improvements or purposes set forth in Section 3(a).

SECTION 4. In the event the United States of America, the State of New Jersey, the County of Monmouth and/or a private entity make a contribution or grant in aid to the City for the improvements and purposes authorized hereby and the same shall be received by the City prior to the issuance of the bonds or notes authorized in Section 2 hereof, then the amount of such bonds or notes to be issued shall be reduced by the amount so received from the United States of America, the State of New Jersey, the County of Monmouth and/or a private entity. In the event, however, that any amount so contributed or granted by the United States of America, the State of New Jersey, the County of Monmouth and/or a private entity shall be received by the City after the issuance of the bonds or notes authorized in Section 2 hereof, then such funds shall be applied to the payment of the bonds or notes so issued and shall be used for no other purpose.

SECTION 5. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer of the City (the "Chief Financial Officer"), provided that no note shall mature later than one (1) year from its date unless such bond anticipation notes are permitted to mature at such later date in accordance with applicable law. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the signature of the Chief Financial Officer upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time in accordance with the provisions of N.J.S.A. 40A:2-8(a). The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchaser thereof upon receipt of payment of the purchase price and accrued interest thereon from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the principal amount, the description, the interest rate and the maturity schedule of the notes so sold, the price obtained and the name of the purchaser.

SECTION 6. The capital budget of the City is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith and a resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital programs as approved by the Director of the Division of Local Government Services, New Jersey Department of Community Affairs, is on file in the Office of the City Clerk and is available for public inspection.

SECTION 7. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvements or purposes described in Section 3 of this bond ordinance are not current expenses and are improvements or purposes which the City may lawfully undertake as general improvements or purposes, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness of said improvements or purposes within the limitations of said Local Bond Law, according to the reasonable life thereof computed from the date of the said bonds authorized by this bond ordinance, is 15 years.

(c) The supplemental debt statement required by the Local Bond Law has been duly made and filed in the Office of the City Clerk and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services, New Jersey Department of Community Affairs, and such statement shows that the gross debt of the City as defined in the Local Bond Law is increased by the authorization of the bonds or notes provided for in this bond ordinance by \$571,428 and the said obligations authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An aggregate amount not exceeding \$50,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the improvements or purposes herein before described.

SECTION 8. The full faith and credit of the City are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the City, and the City shall be obligated to levy *ad valorem* taxes upon all the taxable property within the City for the payment of the obligations and the interest thereon without limitation as to rate or amount.

SECTION 9. The City hereby declares the intent of the City to issue the bonds or bond anticipation notes in the amount authorized in Section 2 of this bond ordinance and to use proceeds to pay or reimburse expenditures for the costs of the purposes described in Section 3 of this bond ordinance. This Section 9 is a declaration of intent within the meaning and for purposes of Treasury Regulations §1.150-2 or any successor provisions of federal income tax law.

SECTION 10. The City Chief Financial Officer is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the City and to execute such disclosure document on behalf of the City. The City Chief Financial Officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the City pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the City and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such

undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the City fails to comply with its undertaking, the City shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

SECTION 11. 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 bond ordinance.

SECTION 12. This bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption and approval by the Mayor, as provided by the Local Bond Law.

**ADOPTED ON FIRST READING
DATED: May 10, 2023**

**LISA ESPOSITO,
Clerk of the City of Asbury Park**

**ADOPTED ON SECOND READING
DATED: May 24, 2023**

**LISA ESPOSITO,
Clerk of the City of Asbury Park**

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____, 2023.

**JOHN B. MOOR,
Mayor of the City of Asbury Park**

DATED: May 24, 2023

**LISA ESPOSITO,
Clerk of the City of Asbury Park**

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____, 2023

JOHN MOOR,
Mayor of the City of Asbury Park



**Asbury Park, New Jersey
ORDINANCE NO. 2023-20**

**ORDINANCE OF THE CITY OF ASBURY PARK AMENDING SECTION 10,
ENTITLED "SPECIAL DUTY ASSIGNMENTS," OF ARTICLE V, "DEPARTMENTS
AND DIVISIONS," OF CHAPTER 2, "ADMINISTRATION," OF "THE CODE OF THE
CITY OF ASBURY PARK"**

WHEREAS, the City of Asbury Park (the "City") previously established Section 2-10, entitled "Special Duty Assignments," of Article V, "Departments and Divisions," of Chapter 2, "Administration," of "The Code of the City of Asbury Park" (also referenced as the "City Code"); and

WHEREAS, the Mayor and Council wish to revise Section 2-10 of the City Code, in certain limited respects, as set forth herein.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, that Section 2-10, entitled "Special Duty Assignments," of Article V, "Departments and Divisions," of Chapter 2, "Administration," of "The Code of the City of Asbury Park," is hereby amended as follows (deletions are shown with ~~strikeout~~):

Chapter 2. Administration.

§ 2-10.1. Voluntary Special Duty Assignments for Police Officers and Fire Fighters.

- a. Any and all extra duty assignments for police and fire personnel shall be determined and approved by the appropriate Chief (Police or Fire) or his/her designee, in consultation with the City Manager. No police officer or firefighter (hereinafter "officer") shall perform special duty assignments for private persons or organizations for compensation other than through the procedure set forth in this subsection.
- b. The appropriate Chief shall obtain such information as he/she determines necessary and is authorized to approve such special duty work in accordance with this subsection.
- c. The appropriate Chief may assign a patrol vehicle or other vehicle for use in performing extra duty if and in the event it is determined that the use of such vehicle is necessary and available to perform the contracted duty. The appropriate Chief may deny the assignment or use of police officers, firefighters and/or vehicles and/or impose any condition or requirement as in his/her sole discretion and determination is in the best interest of the City and/or the officer's or public safety. The Chief shall be guided by the nature of the assignment and should avoid those with conflicts of interest and/or high risk of injury.

- d. The work to be performed shall be considered a "special assignment from independent contractors" and will not be considered a direct assignment. The taking of any and all extra duty assignments covered under this Chapter shall be on a strictly voluntary basis in accordance with a fair and reasonable system established and administered by the Chiefs.
- e. Police officers engaged in special duty assignments shall be deemed "on-duty" and shall conform to all Police Department rules, regulations, procedures and orders. Firefighters engaged in special duty assignments shall be deemed "on-duty" and shall conform to all Fire Department rules, regulations, procedures and orders. All such agreements for the furnishing of services to any contractor referred to herein as "special duty assignments for the furnishing of services to any contractor referred to herein as "special duty assignments" shall be by written contract between the City and the contractor. No assignment may be made for such work in the absence of such a written contract. The contract to be entered into must be the form contract available from the Police Department and Fire Department and shall be kept on record as other such public documents.

No amendments to such contracts will be made without the express written approval of the appropriate Chief.

- f. All special duty assignments shall be within the City, unless specific written approval is given by the appropriate Chief to the officer to work outside of the City. The appropriate Chief may contact adjoining municipal police departments and/or fire departments to fill such special assignments if sufficient personnel cannot be found within the Asbury Park Police Department or Fire Department.
- g. All private persons or entities requesting extra duty assignments by police and/or fire personnel will be required to submit payment, based on estimates of the work to be done, in advance of services rendered. The City will "escrow" the monies in a dedicated "special duty account," to ensure timely payment to the police or fire personnel subject to the required deductions, and an administrative fee to be retained by the City. Those private persons or entities which require continuous service shall maintain a minimum balance in an amount equal to the average amount paid to the City's police or fire personnel within a specified time, either monthly, or quarterly, and shall be billed as necessary to ensure a sufficient balance at all times. If there are insufficient funds, services shall be cut off until the fund is replenished. Conversely, the City shall return any monies in the fund in excess of the cost of the services to private persons or entities within a reasonable period.

The City shall be entitled to an administrative fee as set forth below for each hour associated with an extra duty assignment. Said fee shall be in addition to the hourly rate prescribed for the services rendered.

The hourly rates and administrative fees for all extra duty assignments are hereby established as follows:

1. Traffic and Safety Control/Utilities:

	Rate	Administrative Fee	Total
Police Officer:	\$100 per hour	\$20 per hour	\$120 per hour
EMT/Fire Fighters:	\$100 per hour	\$20 per hour	\$120 per hour
Fire Inspector:	Regular overtime rate	\$20 per hour	To be determined
Fire Official:	Regular overtime rate	\$20 per hour	To be determined

2. Security and/or Safety Assignments:

	Rate	Administrative Fee	Total
Police Officer:	\$75 per hour	\$15 per hour	\$90 per hour
EMT/Fire Fighters:	\$75 per hour	\$15 per hour	\$90 per hour
Fire Inspector:	Regular overtime rate	\$15 per hour	To be determined
Fire Official:	Regular overtime rate	\$15 per hour	To be determined

3. Tax Exempt Organizations/City Sponsored Events/Other Community Events:

	Rate	Administrative Fee	Total
Police Officer:	\$60 per hour	\$15 per hour	\$75 per hour
EMT/Fire Fighters:	\$60 per hour	\$15 per hour	\$75 per hour
Fire Inspector:	Regular overtime rate	\$15 per hour	To be determined
Fire Official:	Regular overtime rate	\$15 per hour	To be determined

- h. Any dispute between the contractor and the officer on assignments as to services required or compensation due shall be determined by the appropriate Chief.
- i. Any assignment which is cancelled on less than two (2) hours' notice shall be charged against the party. The amount charged for late cancellation shall be the entire duration of the assignment as contracted for, or four (4) hours, whichever is less.
- j. The appropriate Chief has the authority to order any officer to vacate or terminate any special duty assignment in response to emergency situations or whenever the assignment creates an unacceptable risk to the health, safety and welfare of the officer and/or public, which decision shall be in the sole discretion of the appropriate Chief. The contractor shall not be responsible for payment for the time that the officer is away from the special duty assignments due to such a decision of the Chief but shall have no claim whatsoever for any costs or damages against the City, the Chief, or the officer arising from the

termination of special duty assignment other than the prorated return of any monies prepaid to the City.

- k. The City shall be responsible for providing all necessary insurance coverage as required by law, including but not limited to workers' compensation, public liability, and claims for damage, for personal injury, including death, or damage to property which may arise as a result from the municipality's performance under the contract.

BE IT FURTHER ORDAINED, that all other provisions of Section 2-10 of the City Code which are not referenced in this Ordinance shall remain unaffected/unchanged and remain in full force and effect.

BE IT FURTHER ORDAINED, that all parts and provisions of any Ordinance which are inconsistent with the provisions of this Ordinance shall be repealed to the extent of such inconsistency.

BE IT FURTHER ORDAINED, that the provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.

BE IT FURTHER ORDAINED, that this Ordinance shall take effect upon final passage and publication in accordance with the law, following the required twenty (20) day period after adoption, as set forth in N.J.S.A. 40:69A-181(b).

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2023-20 which was finally adopted by the City Council at a meeting held on the 24th day of May, 2023

LISA ESPOSITO
CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, May 24, 2023
REGULAR MEETING

Executive Session - 4:00 p.m.

2023-238 Resolution Authorizing a meeting which excludes the public

RESULT:	ADOPTED [4 TO 0]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Angela Ahbez-Anderson, Yvonne Clayton, Amy Quinn, John Moor
AWAY:	Eileen Chapman

Workshop Session - 6:00 p.m.

Call to Order/Roll Call

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

City Clerk Lisa Esposito called the meeting to order at 6:11 PM.

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

SPECIAL EVENT APPLICATIONS:

Director of Recreation, Leesha Floyd presented special events applications to Mayor and Council.

ITEMS TO BE PRESENTED:

Matters from City Council

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

Council member Chapman stated, Hi, so I just wanted to let everyone know that the Bangs Avenue parking garage will open for the season this Friday and the hours will be: Friday 6 PM to 2 AM, Saturday 9 AM to 2 AM, and Sunday 9 AM to 2 AM. I also just want to let everyone know that the City Of Asbury Park has newly upgraded the spray park and it will open on June 5. Hours will be noon to 7 PM weather permitting seven days a week and this is on Atkins Avenue, free admission, children must be supervised by an adult. Thank you.

Council member Clayton stated, Good evening, this season our Recreation Department is doing an awesome job and they are going to have so many programs for this summer. You have to sign up by June 22 and for just a sample of what's going to be available there's a soccer program for grades 1 to 5, youth swimming lessons for again grades 1 through 6, adult swimming lessons for 18 year and older, summer track program for K to 12, and a free lake house music Academy hip-hop week for graded 6 to 12, and also summer surf free. It is a one week clinic from grades 2 to 6, so if you have an opportunity here is a chance to participate in all types of events, both for youth and for adults, thank you.

Deputy Mayor Quinn stated, Sticking with Leesha Floyd, Recreation, Department, we are going be doing the free beach badges for free access for families registered with Leesha so that means after June 12 if you are a family in Asbury park who qualifies you will get a free pass to get on the beach, applications aren't available until June 12.

Mayor Moor had no matters at this time.

Matters from City Manager

City Manager, Donna Vieiro stated, Thanks Lisa I just wanted to a reiterate thanks to Leehsa for the great job she's doing and also for any of our residents who are looking to participate in our summer recreation programs and need financial assistance, it is available, so please contact Leesha if you are interested in a program and feel that you can't afford it we can work with you to make sure everyone can attend.

Matters from City Attorney

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

PUBLIC PARTICIPATION

A motion was made by Council member Ahbez-Anderson and seconded by Council member Chapman to open the meeting to the public. All were in favor. The following members of the public spoke: Myra Campbell made a comment about Easter parade signs, Habitat for Humanity and community gardens; Kerry Butch made a comment about railroad crossing closures and job opportunities at Asbury Park Reporter; Kareen Alabasi made a comment about construction and lack of parking on Memorial Drive; Linda Fahey made a comment about paving on 5th Avenue, four-way stop signs, speeding vehicles, and gardeners with blowers.

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

MINUTES

RESULT:	ADOPTED [4 TO 0]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Angela Ahbez-Anderson, Councilmember
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Yvonne Clayton, John Moor
AWAY:	Amy Quinn

1. Municipal Council- Executive Meeting May 10, 2023 4:00 PM
2. Municipal Council - Regular Meeting - May 10, 2023 6:00 PM

CONSENT AGENDA RESOLUTIONS

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

2023-239 Resolution Approving Special Event Applications

2023-240 Resolution Amending Temporary Budget Appropriations for 2023 Budget

2023-241 Resolution Authorizing the Repairs to the 2014 Senior Center Bus

INDIVIDUAL RESOLUTIONS

2023-242 Resolution Authorizing Cleaning Services to the Existing AC System at the Municipal Building

RESULT:	ADOPTED [3 TO 1]
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Yvonne Clayton
NAYS:	John Moor
AWAY:	Amy Quinn

2023-243 Resolution Approving Payment of Bills

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

2023-244 Resolution Approving Change Order #1 with Arcari + Iovino for the Transportation Renovations

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

2023-245 Resolution Authorizing Payment for Emergency Sewer Repairs Needed at Langford and Monroe Avenue

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

2023-246 Resolution Authorizing the Replacement of Windows at the Boxing Gym

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

2023-247 Resolution Authorizing the Tinting of Walkway Skylights located on the Second Floor of the Municipal Building

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

2023-248 Supplemental Resolution Authorizing The Issuance Of One Or More Series Of Additional Non-Recourse Redevelopment Area Bonds Of The City Of Asbury Park In An Aggregate Principal Amount Not To Exceed \$1,500,000 (Waterfront Redevelopment Area Infrastructure Project) In Connection With A Project Being Undertaken In The City By K. Hovnanian's Baltic At Asbury Park Urban Renewal, Llc And As A Portion Of Non-Recourse Redevelopment Area Bonds Of The City Previously Approved Pursuant To A Resolution Duly Adopted By The City Council On February 20, 2013

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

2023-249 Supplemental Resolution Authorizing The Issuance Of One Or More Series Of Additional Non-Recourse Redevelopment Area Bonds Of The City Of Asbury Park In An Aggregate Principal Amount Not To Exceed \$2,000,000 (Waterfront Redevelopment Area Infrastructure Project) In Connection With A Project Being Undertaken In The City

By K. Hovnanian's Aegean At Asbury Park Urban Renewal, Llc And As A Portion Of Non-Recourse Redevelopment Area Bonds Of The City Previously Approved Pursuant To A Resolution Duly Adopted By The City Council On February 20, 2013

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

2023-250 Resolution Of The City Of Asbury Park Declaring Its Official Intent To Reimburse Expenditures For Project Costs From The Proceeds Of RAB Bonds

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

2023-251 Resolution Of The City Of Asbury Park Making Application To The Local Finance Board Seeking Authorization For Not To Exceed \$4,500,000 Redevelopment Area Bonds To Finance The Construction And Installation Of Certain Infrastructure Improvements Within A Portion Of The Asbury Park Waterfront Redevelopment Area Pursuant To N.J.S.A. 40a:12a-29(A)(3) And N.J.S.A. 40a:12a-67

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

2023-252 Resolution Authorizing The Execution Of A Memorandum Of Understanding Between City Of Asbury Park And The Housing Authority Of The City Of Asbury Park

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

2023-253 Resolution of the Mayor and City Council of the City of Asbury Park to Enter into an Estoppel and Recognition Agreement (Regarding the Master Developer Agreement and the Subsequent Developer Agreement) with 1150 Kingsley Senior Investors, L.P. as the Lender for AP Block 4001 Venture Urban Renewal, LLC in Connection with the Development of Property Located at Block 4001, Lots 2.01, 2.02, and 2.03 (fka Lots 2-15).

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

2023-254 Resolution of the Mayor and City Council of the City of Asbury Park to Enter into a Recognition Agreement (Regarding the Financial Agreement) with 1150 Kingsley Senior Investors, L.P. as the Lender for AP Block 4001 Venture Urban Renewal, LLC in connection with the Development of Property Located at Block 4001, Lots 2.01, 2.02, and 2.03 (fka Lots 2-15)

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

2023-255 Resolution Authorizing Lease Agreement with Interfaith Neighbors, Inc. (Kula Urban Farm Project) Concerning A Vacant Parcel of City-Owned Property Located At 1219 Springwood Avenue (Block 1103, Lot 49).

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

2023-256 Resolution Supporting Community Solar in The City of Asbury Park

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

2023-257 Resolution Authorizing The City Of Asbury Park To Execute A Revocable License Agreement To Permit A Limited Encroachment Into The Right-Of-Way Area (Including Air Space) Along A Portion Of Langford Street, To Benefit The Property Located At 929 Asbury Avenue (Block 403, Lot 11), Asbury Park, New Jersey.

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

2023-258 Resolution Of The Mayor And Council Of The City Of Asbury Park Expressing The Intent Of The City To Utilize/Earmark Remaining Funds Received Through The American Rescue Plan

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

ORDINANCES

Introduction

2023-15 Ordinance Of The City Of Asbury Park Amending And Supplementing Section 4-10, Entitled “Permits For Special Events,” Of Chapter 4, “General Licensing,” Of “The Code Of The City Of Asbury Park”

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 6/14/2023 6:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Eileen Chapman, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2023-21 Ordinance of the City of Asbury Park Amending Chapter VII of the Code of the City of Asbury Park Regarding Traffic Regulations to designate Sunset Drive One-Way

RESULT:	INTRODUCED [4 TO 1]
	Next: 6/14/2023 6:00 PM
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Angela Ahbez-Anderson, Yvonne Clayton, Amy Quinn, John Moor
NAYS:	Eileen Chapman

2023-22 Ordinance 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 521 Lake Avenue (Block 3105, Lot 4.02), F/K/A 545 Lake Avenue (Block 3105, Lot 4).

RESULT:	INTRODUCED [4 TO 1]
	Next: 6/14/2023 6:00 PM
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Angela Ahbez-Anderson, Yvonne Clayton, Amy Quinn, John Moor
NAYS:	Eileen Chapman

2023-23 Ordinance Of The City Of Asbury Park Amending And Supplementing Chapter 8, Entitled "Taxicabs, Liveries And Valet Parking."

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 6/14/2023 6:00 PM
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Angela Ahbez-Anderson, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

Second Reading/Public Hearing

2023-19 BOND ORDINANCE PROVIDING FOR VARIOUS PARK IMPROVEMENTS, BY AND IN THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY; APPROPRIATING \$600,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$571,428 BONDS OR NOTES OF THE CITY TO FINANCE PART OF THE COST THEREOF

A motion to open 2023-19 to the public was made by Council member Ahbez-Anderson and seconded by Deputy Mayor Quinn. All were favor. The following members of the public spoke: Kerri Butch.

A motion to close 2023-19 to the public was made by Council member Chapman and seconded by Mayor Moor. All were in favor.

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

2023-20 Ordinance Of The City Of Asbury Park Amending Section 10, Entitled “Special Duty Assignments,” Of Article V, “Departments And Divisions,” Of Chapter 2, “Administration,” Of “The Code Of The City Of Asbury Park”

A motion to open 2023-20 to the public was made by Deputy Mayor Quinn and seconded by Council member Ahbez-Anderson. All were favor. No members of the public spoke.

A motion to close 2023-20 to the public was made by Mayor Moor and seconded by Council member Clayton. All were in favor.

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

ADJOURNMENT

The meeting was adjourned at 6:53 PM

A motion to close the meeting was made by Deputy Mayor Quinn and seconded Council member Clayton. Meeting adjourned at 6:53PM.

Respectfully submitted by:

Lisa Esposito, City Clerk