



Agenda
Meeting of the Municipal Council
Wednesday, May 27, 2020
REGULAR MEETING 6:00 PM

I. Executive Session - 5:00 p.m.

2020-168 Resolution Authorizing a meeting which excludes the public

A. Potential Litigation

1. Mercantile/Cafe License Fees During Public Health Crisis

B. Public Safety

1. Potential Further Measures to Protect the Health, Safety, and Welfare of the Public During the COVID-19 Public Health Crisis

C. Attorney Client Privilege

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

A. City Manager's Report on Issues Raises ar Prior Council Meeting

B. Items to be presented :

1. COVID-19 Risk Management Support Industrial Hygiene, Presentation by Jason D. Harzold, T&M Associates
2. Presentation of Multifamily Development for Block 4003 Lots 1,2 ,12,13, 14 and 16 - 216 Third and 215 Second Avenue by Andy Karas for K. Hovnanian
3. Presentation of 1201 Memorial Drive (Block 203, Lot 5) for a Proposed Multifamily development by Steven Gouin for Douglas Development Corporation and seeking a redevelopment plan designation for the property.
4. Amendment to the STARS (Strategic Area Rebuilding Spirit) Redevelopment Plan presented by Michele Alonso, Director of Planning and Redevelopment

C. Review of Agenda Items for Regular Meeting

D. Matters from City Council

E. Matters from City Manager

F. Matters from City Attorney

III. Regular Meeting

- B. Silent Prayer/Moment of Reflection
- C. Salute to the Flag
- D. Announcement - Open Public Meetings Act

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

- E. Public Participation
- F. Minutes

- Municipal Council - Regular Meeting - Apr 30, 2020 6:00 PM
- Municipal Council - Regular Meeting - May 13, 2020 7:00 PM

- G. 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.

- H. Individual Resolutions

2020-169 Resolution Approving Payment of Bills

2020-170 Resolution Authorizing the Mayor and Municipal Clerk to Execute the FY-2021-2023 Agreement with Monmouth County for Cooperative Participation in The Home Investment Partnership Program Pursuant to The Inter-local Services Act

2020-171 A Resolution Requesting Permission for the Dedication by Rider For Revenues Derived from Donations Required by N.J.S.A. 40A:5-29

2020-172 Resolution Authoring a Professional Services Contract to The Rodger's Group for Police Training

2020-173 Awarding of a Contract to Millennium Communications Group for the Renewal of Genetec Advantage

2020-174 Resolution Authorizing Purchase of New Panic Alarms for City Hall

2020-175 Resolution Appointing Michael Delre as the Tax Assessor for the City of Asbury Park

2020-176 Resolution Entering into Agreement With Monmouth County Municipal
Coronavirus Relief Fund Program Reimbursement Agreement

2020-177 Authorizing a Professional Services Contract to T&M Associates for
COVID-19 Risk Management Support

I. Ordinances

1. Introduction

2. Second Reading/Public Hearing

2020-18 An Ordinance Establishing a Restricted Parking Space for use by
Handicapped Persons at Property Located at 1507 Bond Street, in the City
of Asbury Park, and Amending and Supplementing Section 7-36,
Entitled, “Handicapped Parking,” of Chapter VII, “Traffic,” of the
“Revised General Ordinances of the City of Asbury Park, New Jersey.”

J. Adjournment

**RESOLUTION NO. 2020-168****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 27, 2020 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. Potential Litigation

1. Mercantile/Café License Fees During Public Health Crisis

B. Public Safety

1. Potential Further Measures to Protect the Health, Safety, and Welfare of the Public During the COVID-19 Public Health Crisis

C. Attorney Client Privilege

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

MELODY HARTSGROVE
CITY CLERK

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

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JOHN MOOR, MAYOR
AMY QUINN, DEPUTY MAYOR
EILEEN CHAPMAN, COUNCILPERSON
YVONNE CLAYTON, COUNCILPERSON
JESSE KENDLE, COUNCILPERSON

DONNA M. VIEIRO, CITY MANAGER
MELODY HARTSGROVE, RMC, CITY CLERK

To: Donna Vieiro, City Manager

From: Michele Alonso, PP/AICP, Director of Planning and Redevelopment on behalf of the Technical Review Committee

CC: Mayor and Municipal Council
Joseph Maraziti, Esq., Redevelopment Counsel
Andrew Karas Esquire, Attorney for applicant

Date: May 20, 2020

Re: TRC Review- March 14, 2020 meeting
Block 4003 Lots 1,2 ,12,13, 14 and 16
216 Third and 215 Second Avenue
Asbury Park, New Jersey
SUBDIVISION AND SITE PLAN CONCEPTIAL REVIEW

This is an application by K. Hovnanian for two residential buildings named the Aegean and the Baltic that was reviewed by the Asbury Park Technical Review Committee over the course of two meetings on January 8th and on May 14th. The K. Hovnanian team consists of Andrew Karas, Esquire, Carl Erler of K. Hovnanian, Robert Curley, Engineer, Brian Leff, Landscape Architect, Frank Minervini, Architect and David Roberts, Professional Planner.

The property is located between Second and Third Avenues and Bergh Street. This project requires a subdivision and will create two lots with one of 19,907 square feet and one of 14,731 square feet from a 34,600 square foot tract of land at the west end of Block 4003. A variance for minimum lot size is needed for the 14,731 square foot lot. The TRC recommended that the lot line be revised in order to create 2 conforming lots and access routes could be accommodated through cross easements.

A total of 44 dwelling units is proposed; The Aegean will contain 27 dwellings and The Baltic will contain 17 dwellings. Each building will consist of three stories of living space and one story of parking that is partially below grade for a total of four stories. Roof decks are provided on both buildings. In addition, all units have a balcony. Streetscape improvements, such as benches, street lights, bike racks and public art have not been included. These are for sale units and will have two separate condominium associations. No inclusionary affordable units are to be provided. The applicant will pay

into the Affordable housing trust fund as required in the amended Master Developer Agreement.

The Aegean consists of 2 one-bedroom units, 3 one-bedroom with den units, 7 two-bedroom units, 12 three-bedroom units and three units that have two bedrooms with a windowless "Home Office." The Baltic consists of 11 three-bedroom units, three, two-bedroom units and three units that have two bedrooms with a windowless "Home Office."

The site is challenged with its unusual grade. The existing site is significantly elevated with elevations ranging from 6-to-8 feet above the existing sidewalk. There is a high seasonal groundwater elevation which prohibits the applicant from lowering the garage floor level further into the ground. The existing roadway elevation acts as a design constraint as the maximum slope an access ramp can be at is 7-8% before a vehicle will "bottom out" at the entrance. The development meets the literal definition contained within the Waterfront Redevelopment Plan.

Rather than provide a handicapped ramp, the buildings will have chair lifts with full battery back- up. A detail for the chair lifts will be provided to the Planning Board.

Proposed site lighting includes bollard lighting and post lighting with a 70-degree cutoff.

The applicant will install stormwater inlets in the frontage to be connected when the infrastructure for the area is complete. Until that time the roof leaders would lead to an open bottom recharge system which would bubble up onto the street if they overflow. Applicant agreed to provide the screening for the electric and gas meters to the planning board.

Refuse and recycling would be handled via a private hauler and would be placed on a street at the time of collection.

Parking spaces would be assigned to each unit and tandem parking spaces would be assigned to one unit. Sight triangles would be compliant based on the layouts and the circulation plan.

The Aegean's 27 dwelling units require 41 off-street parking spaces with 42 spaces provided, two of those spaces are compact car spaces and two are handicapped accessible spaces. The Baltic, requires 26 spaces for its 17 dwellings and provides 27 spaces, two of which are also compact spaces and two are handicapped accessible spaces.

The parking level is partially subterranean. The driveway aisle and garage doors are 20 feet for the Aegean and would be increased for the Baltic as requested in the Insite engineering report. A waiver or exception would be required for backup aisle whereas 24 feet is required and 22'-4" is provided. A total of forty-two (42) parking spaces were shown for the Aegean and twenty-seven (27) for the Baltic.

The TRC had asked for a revision of the colors and the façade design. The applicant offered two color alternatives –Navajo beige board and batten vertical siding with arctic white horizontal lap siding and Taupe board and batten vertical siding with arctic white horizontal lap siding- and had asked the TRC to indicate their preference. The applicant will go forward with the Navajo Beige cementitious siding. The parapet walls along Bergh Street are varying heights and in addition to adding visual contrast will shield the HVAC equipment on the roof. Three windows were added to ameliorate the blank wall condition shown on the prior submission. The upper sash of the window is a fixed window. The lower portion of the windows are operable.

The building style draws from other new construction projects in the waterfront. The base of the building is basic concrete. The architect said they would explore giving the concrete a more finished look. The gray concrete would complement the colors of the building, the applicant also agreed to look at revising the garage door and its color so that it does not have an industrial look.

It was suggested that a small seat height wall be explored for the 2nd Avenue and Bergh Street frontage for the Aegean to break up the slope. The applicant concurred with his statement and will look to implement the suggestion. The architect also said that he would explore for the Bergen Street view of the Aegean revisions to the elevation to minimize areas of the wall without fenestration.

The landscaping consists of Cherry Laurel and Bayberry plants with other native perennials. The existing residential dwelling located in between the two new buildings would be buffered with an evergreen screen consisting of 6'-7' arborvitaes. The proposed English Ivy will be changed to Boston Ivy, a less invasive species. The transformers will be screened with California Privet.

The proposed rooftop decks will contain amenities such as a small fire pit area; lounge and high-top table seating; and an outdoor kitchen area. The amenity area would be surrounded by raised planters of 24-to-36 inches in height for visual screening along with larger 4' x 4' planter boxes containing shadblow serviceberry trees, which are wind hardy. The roof decks will only be used by residents.

The roof deck will be lit with pathway and bollard lights. The rooftops will also contain pole mounted LED lighting with one pole to be located on the Baltic and two poles for the Aegean. The lighting will be mounted on a 12-foot pole with a 70-degree cut off angle and a color temp between 2700-3000. The light throw pattern would be contained within the building footprint and should not be visible from the street or adjacent residences. The applicant shall provide photometrics and other detailed lighting information to the Board for the hearing.

TRC Recommendations

The TRC recommends the project proceed and that the follow items be provided or re-examined:

The garage door color and industrial look be re-examined.
 The concrete base of the building be texturized or another measure to mitigate its unfinished look.
 English Ivy be switched to Boston Ivy
 Full details of the roof deck including proposed shade structures and lighting plan including photometrics
 The Bergh Street view of the Aegean shall be re-examined to give it more visual interest.
 Utility meter screening design will be presented to the planning board.
 The applicant consider eliminating the minimum lot size variance.

Purpose of Redevelopment Entity Meeting

Pursuant to the Waterfront Redevelopment Plan:

“All construction projects within the redevelopment area shall receive comments from the TRC prior to submission to the Mayor and Council acting as Redevelopment Agency for the City. Upon conceptual approval by the City of Asbury Park, the Mayor and Council, acting as the Redevelopment Authority, the matter shall then be submitted to the Planning Board for preliminary and final site plan approval, pursuant to statute.”

Therefore, the Mayor and Council must review the project concept for general consistency with the tenets contained within the Waterfront Redevelopment Plan. Detailed site plan review will take place at the Planning Board level.

Zoning Considerations

The submitted plans conform to the waterfront redevelopment plan requirements for use, bulk, maximum height, and minimum number of parking spaces. The project does not meet the minimum lot size requirement of 15,000 square feet. The 2 newly created lots will be 19,907 square feet and 14,731 square feet.

The project meets the majority of the design requirements of the redevelopment plan, however a few of the design requirements are not met and require a waiver.

The following design requirements are not met:

Attachments – Materials. Decks shall be made of wood and located within rear yards only. The buildings have balconies and/or decks, made of metal and are located in front and side yards.

Configuration - Balconies shall be visibly supported by brackets and shall not exceed 3 feet in depth. Balconies are a combination of side supported and cantilevered, are not visually supported with brackets and exceed 3 feet in depth.

Openings – Configuration. Windows shall be single, double, triple-hung, or operable casements. Openings shall be rectangular with a vertical or square proportion. Multiple windows in the same rough opening shall be separated by a 4 inch minimum post. The centerline of the window sash shall align within the centerline of the wall (there shall be no flush mounted windows. The plans do not specify if all the windows are operable, and whether awning style are used.

Muntins shall be true divided panes or fixed on the interior and exterior surfaces. Panes shall be similar proportions, throughout the building. The plans do not specify whether windows have true divided lights.

Doors (except garage doors) shall be side hinged (no sliders). Sliding doors are provided at balconies/decks.

Garage Doors facing a frontage shall be a maximum of 9 feet wide. Garage doors are 16 feet wide.

Building Articulation 3. Articulation is a compositional technique tied to its meaningful relationship to an urban condition. One such articulation may acknowledge the corner of a block; another may emphasize an entrance; yet another may receive the visual axis of an adjacent street. Neither The Aegean nor The Baltic display such a technique.

Building Frontages - 2...The frontage of a building, and its character, is a primary contributor to the nature of the pedestrian experience and influences pedestrian activity at the street level. The frontage is that elevation which faces a public street or public open space. The inclusion of a sitting wall will help achieve this design standard.

Building Frontages - 3. The frontages of new buildings shall be harmonious with the block face on both sides of its street. The existing buildings will provide the design context unless they are non-conforming or noncontributing. Applicants are expected to provide drawn and/or photo documentation of the block faces with the frontage proposed building drawn. The buildings do not draw any influence from the house in the middle of the 2 buildings.

Building Frontages - 5. The middle of the building shall be differentiated from the base by a transition line at the top of the first, second or third floor. The transition line's specific location is determined primarily by the overall height of the building and that of the adjacent buildings. The design does not provide a transition line which differentiates the middle from the base.

Director Comments and Recommendations

This project should proceed to the planning board with the following requirements:

The garage door color and industrial look be re-examined.
The concrete base of the building be texturized or another measure to mitigate its unfinished look.

English Ivy be switched to Boston Ivy

Full details of the roof deck including proposed shade structures and lighting plan including photometrics

The Bergh Street view of the Aegean shall be re-examined to give it more visual interest.

Utility meter screening design will be presented to the planning board.

Street furniture must be provided.

Wheel stops in the garage need to be provided.

Canopy and shade screens must be thought out now and provided.

The roof deck shall be limited to residents only. There shall be no music played on the roof deck or sound mitigation measures must be provided.

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Technical Review Committee

To: Mayor and Municipal Council
From: Michele Alonso, PP/AICP, Director of Planning and Redevelopment on behalf of the Technical Review Committee
CC: Joseph Maraziti, Esq., Redevelopment Counsel
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CONDO PRODUCT

- 2 • Baltic & Aegean :: Rendering
- 3 • Aegean :: Rendering
- 5 • Aegean :: Elevation
- 9 • Aegean :: Material Description
- 10 • Aegean :: Lighting Package
- 12 • Baltic :: Rendering
- 14 • Baltic :: Elevation
- 18 • Baltic :: Material Description
- 19 • Baltic :: Lighting Package
- 21 • Aegean :: Site Plan :: Key Plan
- 22 • Aegean :: Floor Plans
- 27 • Baltic :: Site Plan :: Key Plan
- 28 • Baltic :: Floor Plans
- 33 • Baltic & Aegean :: Typical Unit A, B2 & C
- 34 • Baltic & Aegean :: Typical Unit D & E
- 35 • Baltic & Aegean :: Typical Unit E2, F & G

Baltic & Aegean

March 12, 2020

Attachment: Council presentation K. Hov (2020-23 : Presentation of 216 Third and 215 Second Avenue K. Hovnanian)



Aegean



AEGEAN :: 2ND AVENUE VIEW

Asbury Park

3 of 35 :: 03/12/2020



360 14th Street, Hoboken, NJ
www.mvmkarchi

Baltic & Aegean



BALTIC & AEGEAN :: BERGH STREET VIEW

Asbury Park

2 of 35 :: 03/12/2020

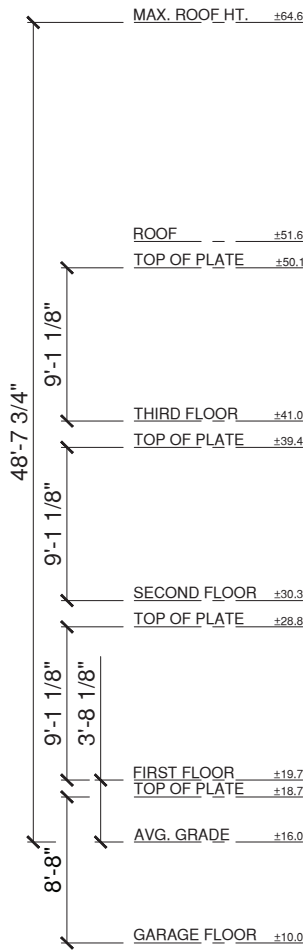


Aegean



AEGEAN :: 2ND AVENUE VIEW

Aegean



AEGEAN :: NORTH / FRONT ELEVATION FACING 2ND AVENUE

Aegean



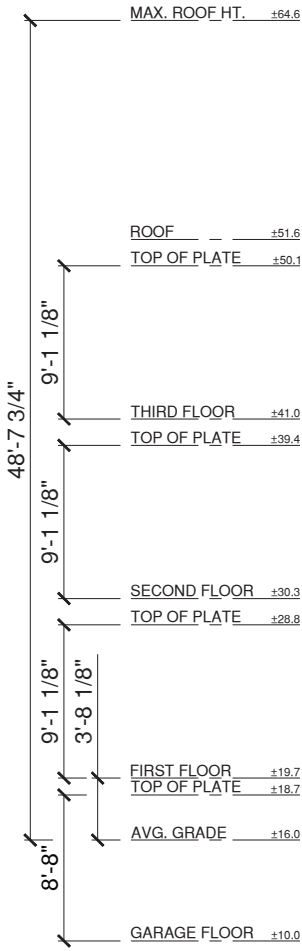
AEGEAN :: EAST ELEVATION FACING BERGH STREET

Aegean



AEGEAN :: SOUTH ELEVATION FACING REAR YARD

Aegean



AEGEAN :: WEST ELEVATION FACING SIDE YARD

Aegean

VINYL WINDOWS
COLOR: BLACK

HARDIEPANEL LAP SIDING
COLOR: ARCTIC WHITE

TURNBUCKLE SUPPORT FOR
CANOPY

METAL CLAD CANTILEVERED CANOPY
COLOR: GRAY

MAIN ENTRANCE ALUMINUM DOOR
COLOR: BLACK

CAST CONCRETE STEPS

HARDIEPANEL BOARD AND BATTEN SIDING
SMOOTH FINISH
COLOR: NAVAJO BEIGE

VINYL WINDOWS
COLOR: BLACK

RECESSED BALCONY

VINYL 3-PANEL DOOR
COLOR: BLACK

HORIZONTAL RAILING
COLOR: GRAY FRAME

PROJECTING METAL
CLAD FASCIA

CAST CONCRETE WALL

AEGEAN :: MATERIAL DESCRIPTION

ARCTIC
WHITE

NAVAJO
BEIGE

BLACK
WINDOWS

GRAY METAL
CLAD

CAST
CONCRETE



Light Type A: Pitch Single Wall Scone by TECHLIGHTING

Dimension: Width 5", Height 5", Depth 3.9"

Type: LED Downlight or Uplight

Color: Black



Light Type B: Caliber Outdoor Wall Sconce by dweLED

Dimension: Width 4.5", Height 14", Depth 4"

Type: LED Two Way Light

Color: Black



Light Type C: Caliber Outdoor Wall Sconce by dweLED

Dimension: Width 4.5", Height 10", Depth 4"

Type: LED Two Way Light

Color: Black

Location: Main Entrance & Garage



Light Type D: 4" Recessed Light by JUNO

Dimension: 4" Diameter Recessed

Type: Recessed at Soffit

Color: Black

Location: Covered Entrance & Walkway



AEGEAN :: NORTH / FRONT ELEVATION FACING 2ND AVENUE :: LIGHTING

Aegean



AEGEAN :: EAST ELEVATION FACING BERGH STREET :: LIGHTING



Light Type A: Pitch Single Wall Scone by TECHLIGHTING



AEGEAN :: WEST ELEVATION FACING SIDE YARD :: LIGHTING

Asbury Park

11 of 35 :: 03/12/2020



Light Type B: Caliber Outdoor Wall Sconce by dweLED



AEGEAN :: SOUTH ELEVATION FACING REAR YARD :: LIGHTING



Light Type C: Caliber Outdoor Wall Sconce by dweLED

Attachment: Council presentation K. Hov (2020-23 : Presentation of 216 Third and 215 Second Avenue K. Hovnanian)

Baltic



BALTIC :: BERGH STREET VIEW

Asbury Park

12 of 35 :: 03/12/2020



360 14th Street, Hoboken, NJ
www.mvmkarchi

Baltic



BALTIC :: 3RD AVENUE VIEW

Asbury Park

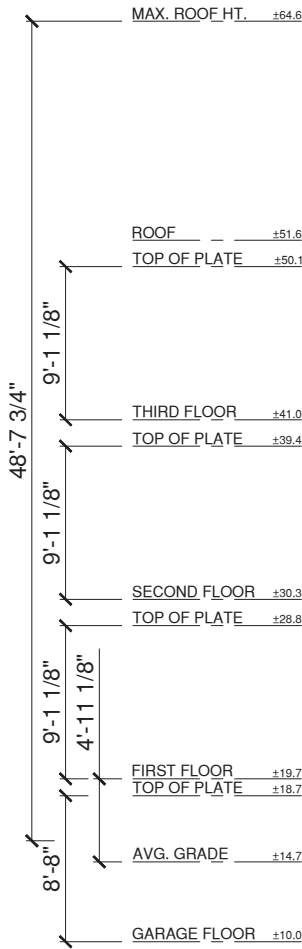
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Baltic



BALTIC :: SOUTH / FRONT ELEVATION FACING 3RD AVENUE

Baltic



BALTIC :: EAST ELEVATION FACING BERGH STREET

Baltic



Baltic



BALTIC :: WEST ELEVATION FACING REAR YARD

Baltic

- VINYL WINDOWS
COLOR: BLACK
- HARDIEPANEL LAP SIDING
COLOR: ARCTIC WHITE
- HORIZONTAL RAILING
COLOR: GRAY FRAME
- RECESSED BALCONY
- VINYL 2-PANEL DOOR
COLOR: BLACK
- PROJECTING METAL
CLAD FASCIA
- MAIN ENTRANCE ALUMINUM DOOR
COLOR: BLACK
- METAL RAILING
- CAST CONCRETE STEPS
- HARDIEPANEL BOARD AND BATTEN SIDING
SMOOTH FINISH
COLOR: MONTEREY TAUPE
- VINYL WINDOWS
COLOR: BLACK
- HARDIEPANEL LAP SIDING
COLOR: ARCTIC WHITE
- CAST CONCRETE WALL

BALTIC :: MATERIAL DESCRIPTION

ARCTIC
WHITE

MONTEREY
TAUPE

BLACK
WINDOWS

GRAY METAL
CLAD

CAST
CONCRETE

Baltic



Light Type A: Pitch Single Wall Scone by TECHLIGHTING

Dimension: Width 5", Height 5", Depth 3.9"
Type: LED Downlight or Uplight
Color: Black



Light Type D: 4" Recessed Light by JUNO

Dimension: 4" Diameter Recessed
Type: Recessed at Soffit
Color: Black
Location: Covered Entrance & Walkway



Light Type C: Caliber Outdoor Wall Sconce by dweLED

Dimension: Width 4.5", Height 10", Depth 4"
Type: LED Two Way Light
Color: Black
Location: Main Entrance & Garage

BALTIC :: SOUTH / FRONT ELEVATION FACING 3RD AVENUE :: LIGHTING

Baltic



BALTIC :: EAST ELEVATION FACING BERGH STREET :: LIGHTING



Light Type A: Pitch Single Wall Scone by TECHLIGHTING



BALTIC :: WEST ELEVATION FACING REAR YARD :: LIGHTING

Asbury Park



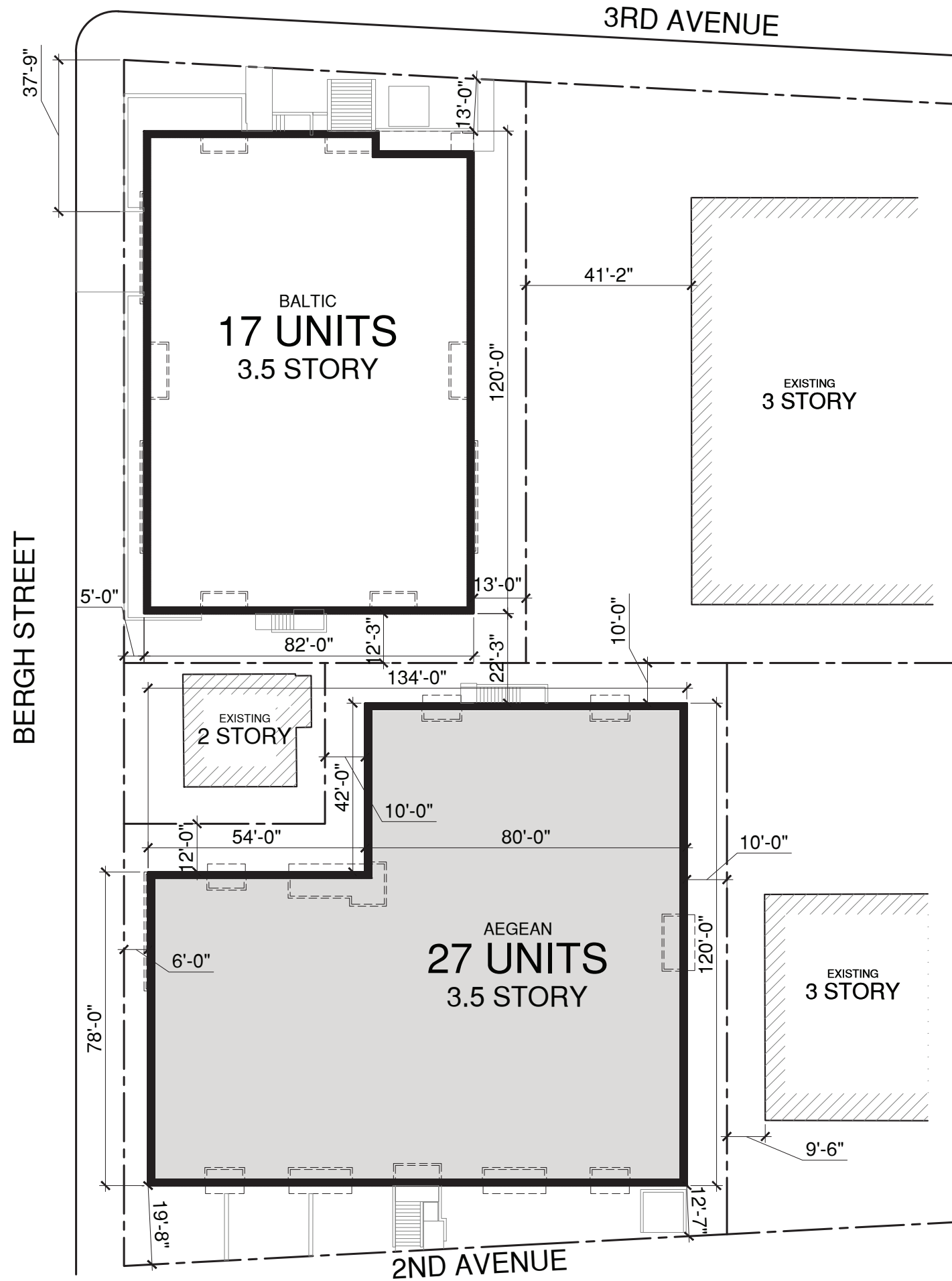
Light Type C: Caliber Outdoor Wall Sconce by dweLED



BALTIC :: NORTH ELEVATION FACING SIDE YARD :: LIGHTING



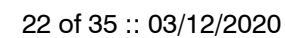
Light Type D: 4" Recessed Light by JUNO



AEGEAN Building @ Asbury Park :: Parking

Type	Description	Qty
S	9' x 18' STD. PARKING	14
S HC	9' x 18' STD. HANDICAP PARKING	2
C	8.5' x 16' COMPACT PARKING	2
S+S	9' x 36' (18'+18') TANDEM (STD+STD)	12
C+C	8.5' X 32' (16'+16') TANDEM (COMPACT+COMPACT)	12
TOTAL		42

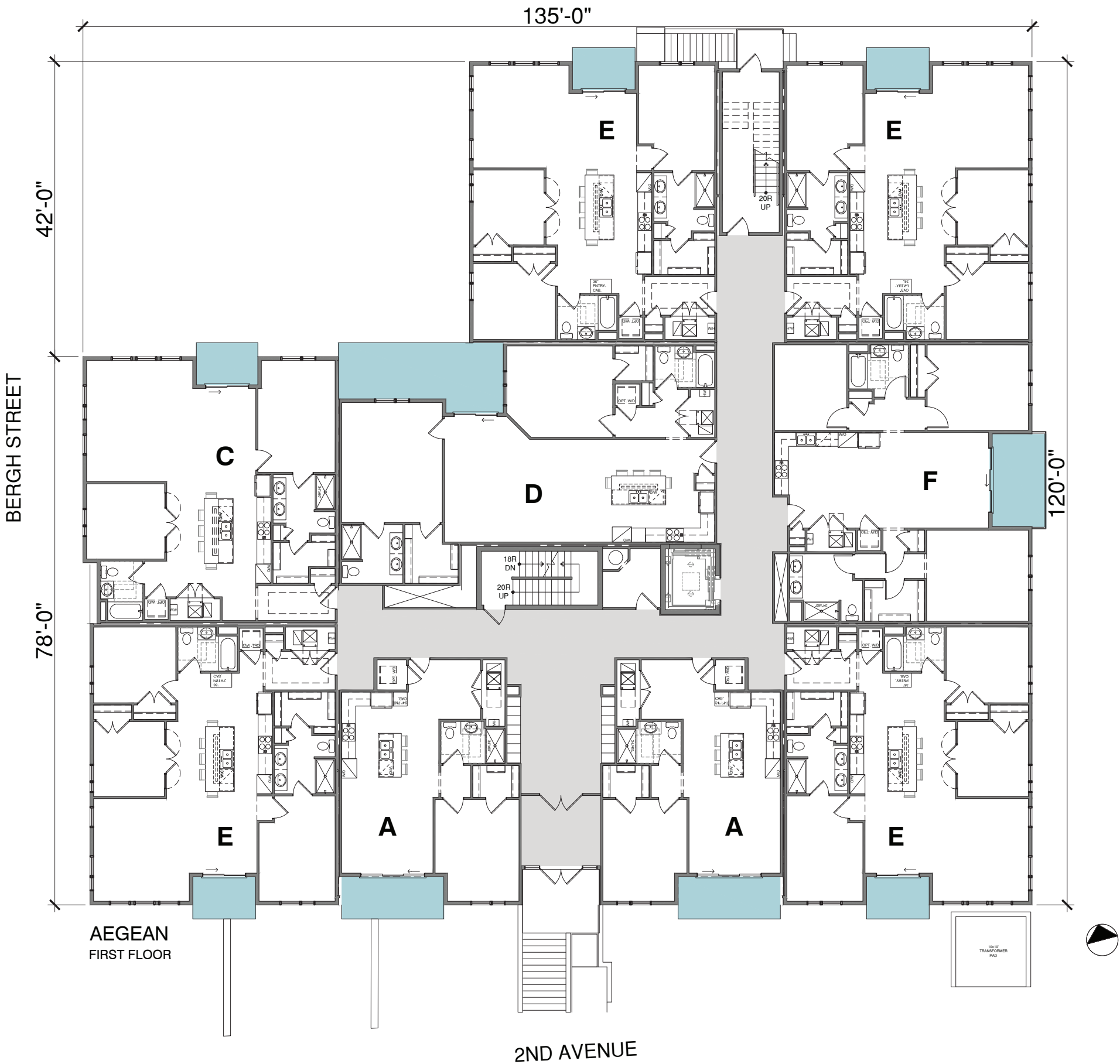
Attachment: Council presentation K. Hov (2020-23 : Presentation of 216 Third and 215 Second Avenue K. Hovnanian)



Aegean

AEGEAN Building @ Asbury Park

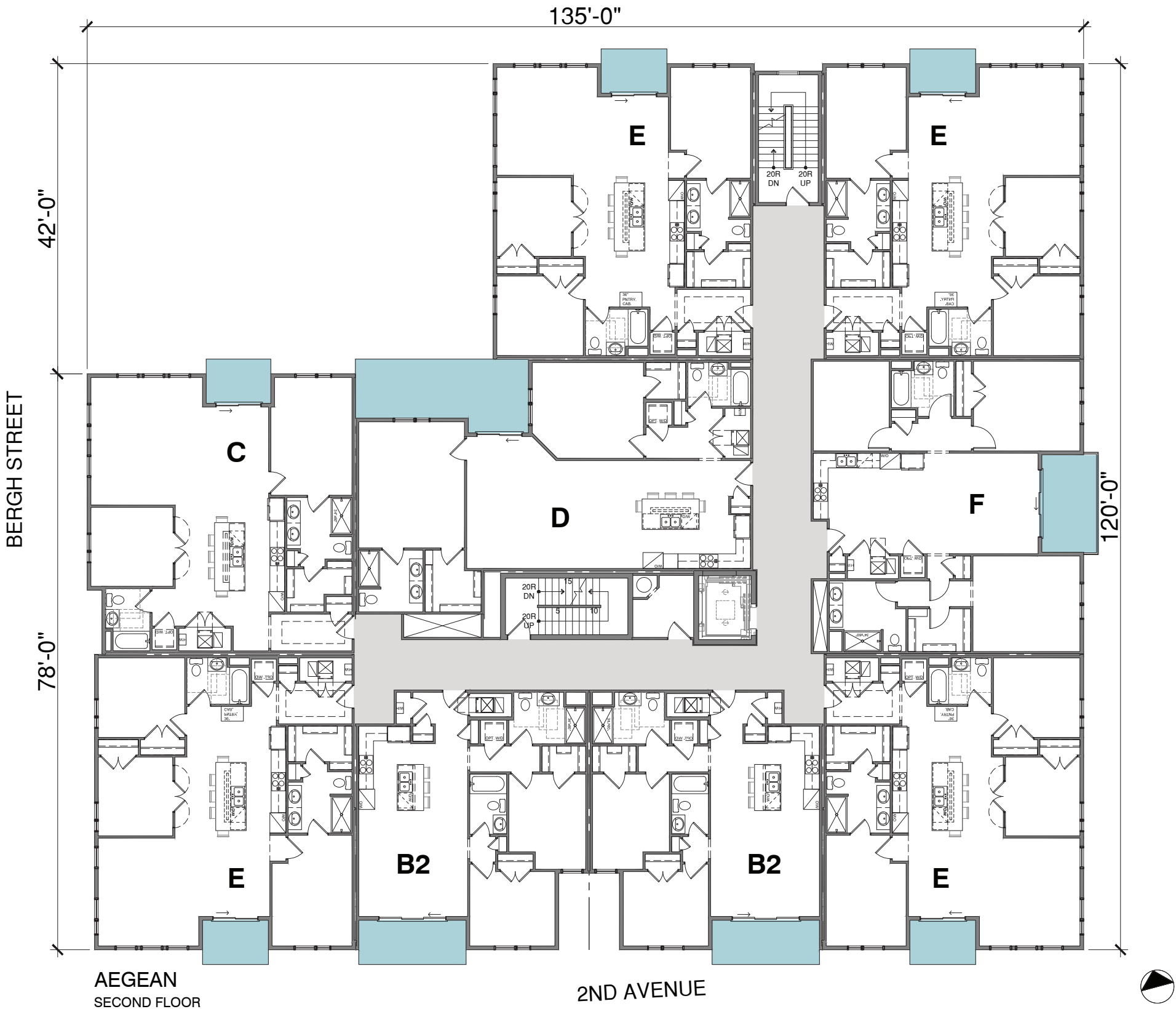
unit	SQFT	TYPE	Qty
A	750	1 BED	2
B2	918	2 BED	4
C	1244	1 BED/DEN	3
D	1362	2 BED	3
E	1287	2 BED/DEN or 3 BED	12
F	1295	2 BED/DEN	3
TOTAL			27



Aegean

AEGEAN Building @ Asbury Park

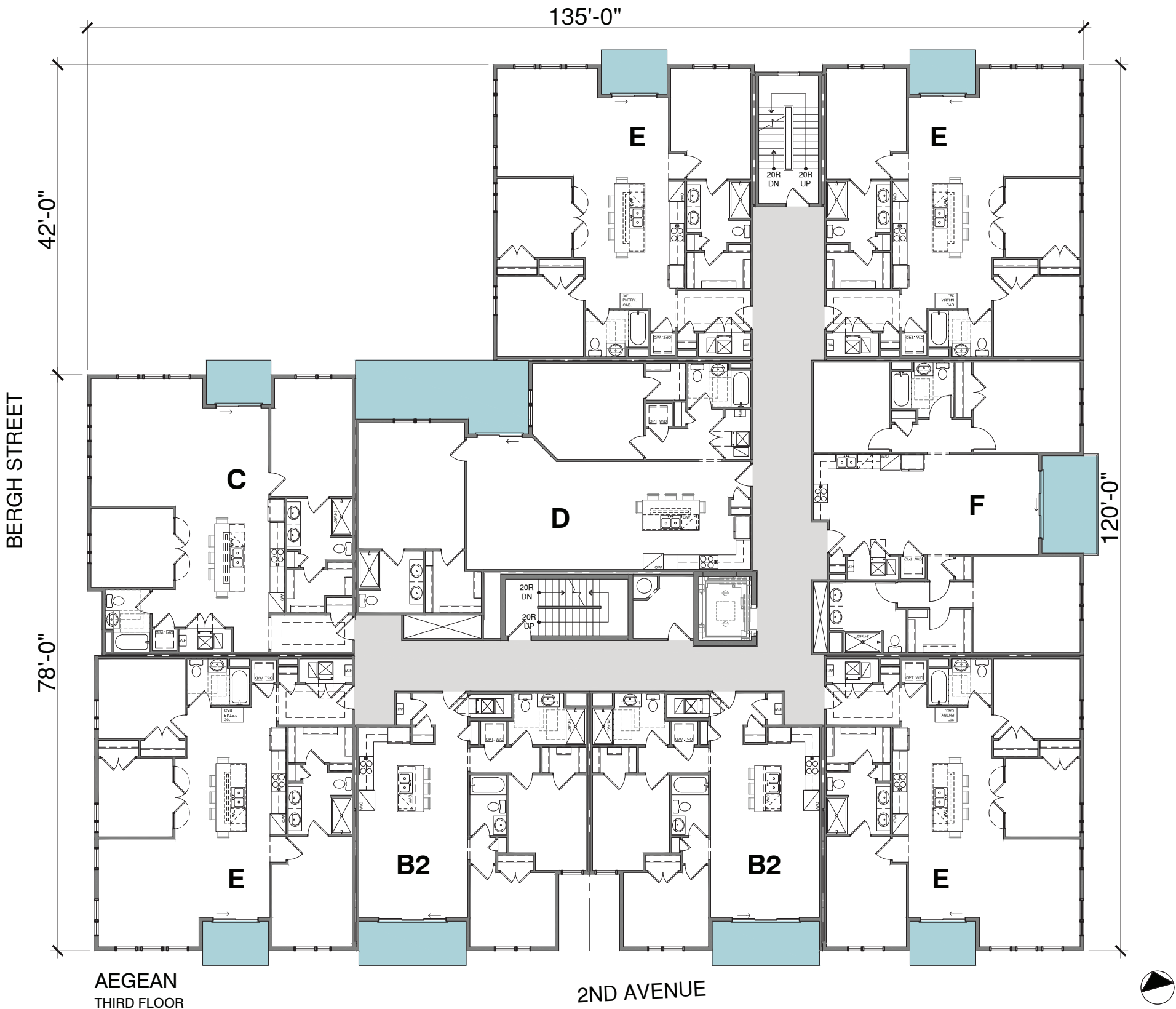
unit	SQFT	TYPE	Qty
A	750	1 BED	2
B2	918	2 BED	4
C	1244	1 BED/DEN	3
D	1362	2 BED	3
E	1287	2 BED/DEN or 3 BED	12
F	1295	2 BED/DEN	3
TOTAL			27



Aegean

AEGEAN Building @ Asbury Park

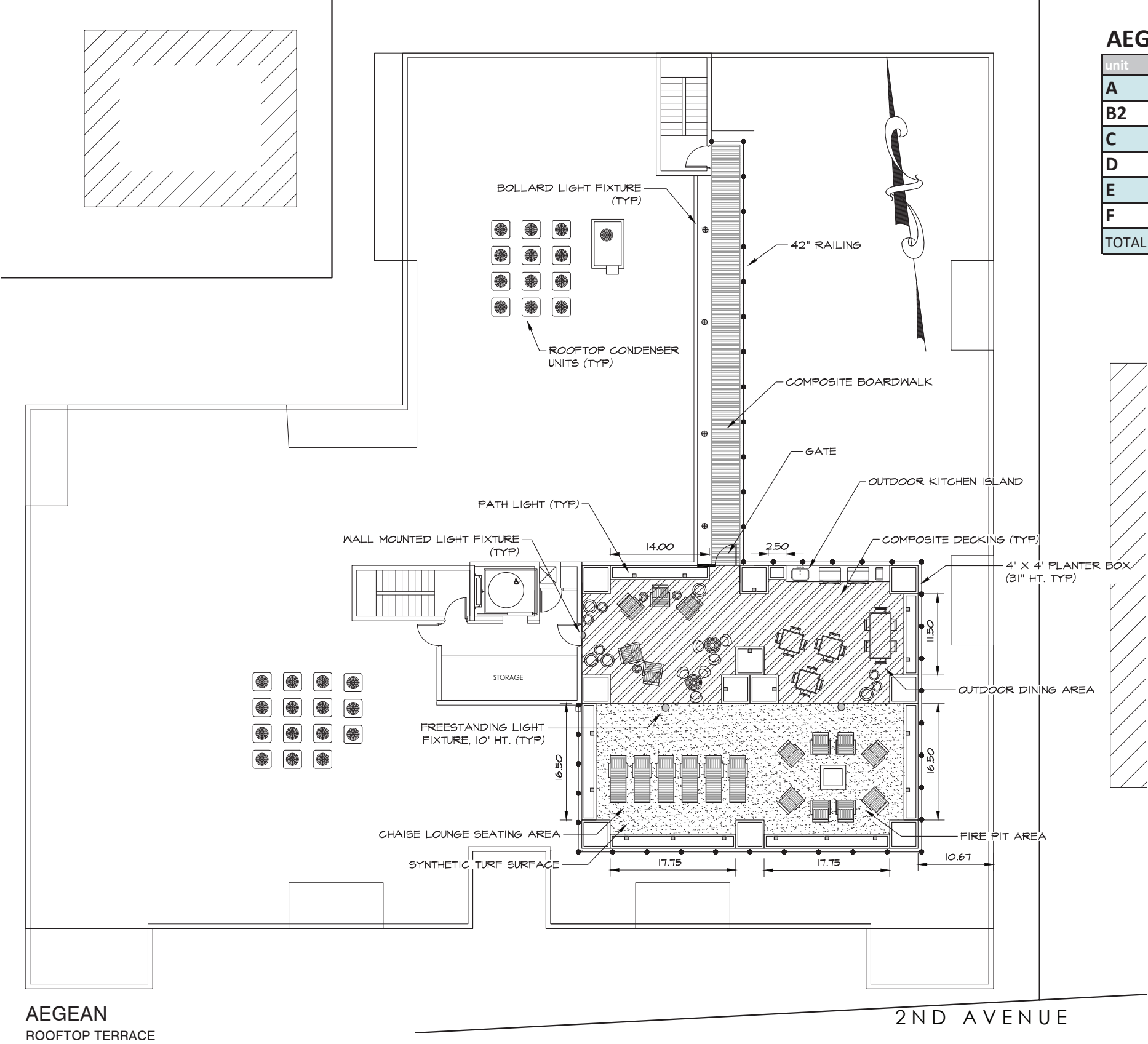
unit	SQFT	TYPE	Qty
A	750	1 BED	2
B2	918	2 BED	4
C	1244	1 BED/DEN	3
D	1362	2 BED	3
E	1287	2 BED/DEN or 3 BED	12
F	1295	2 BED/DEN	3
TOTAL			27

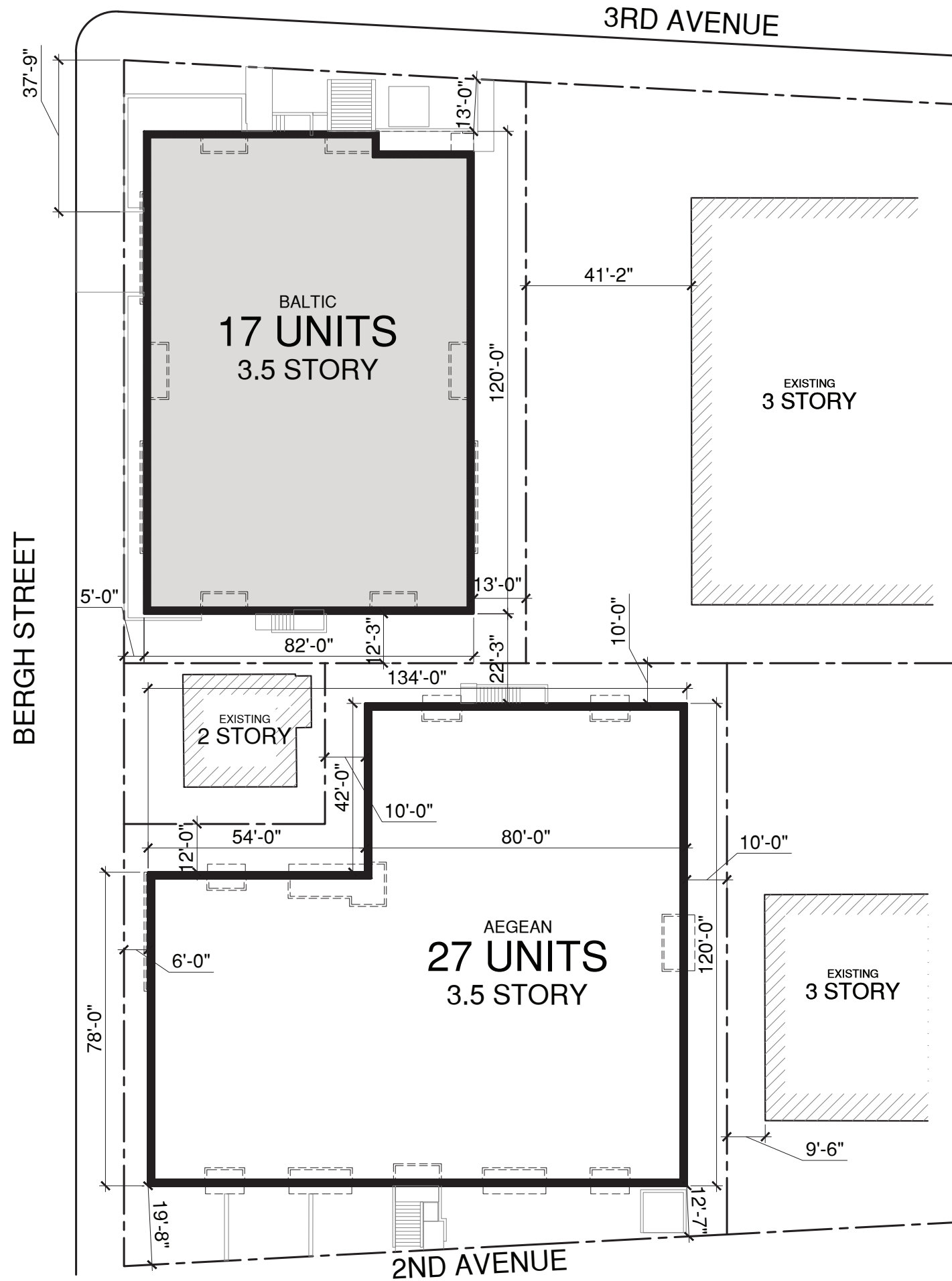


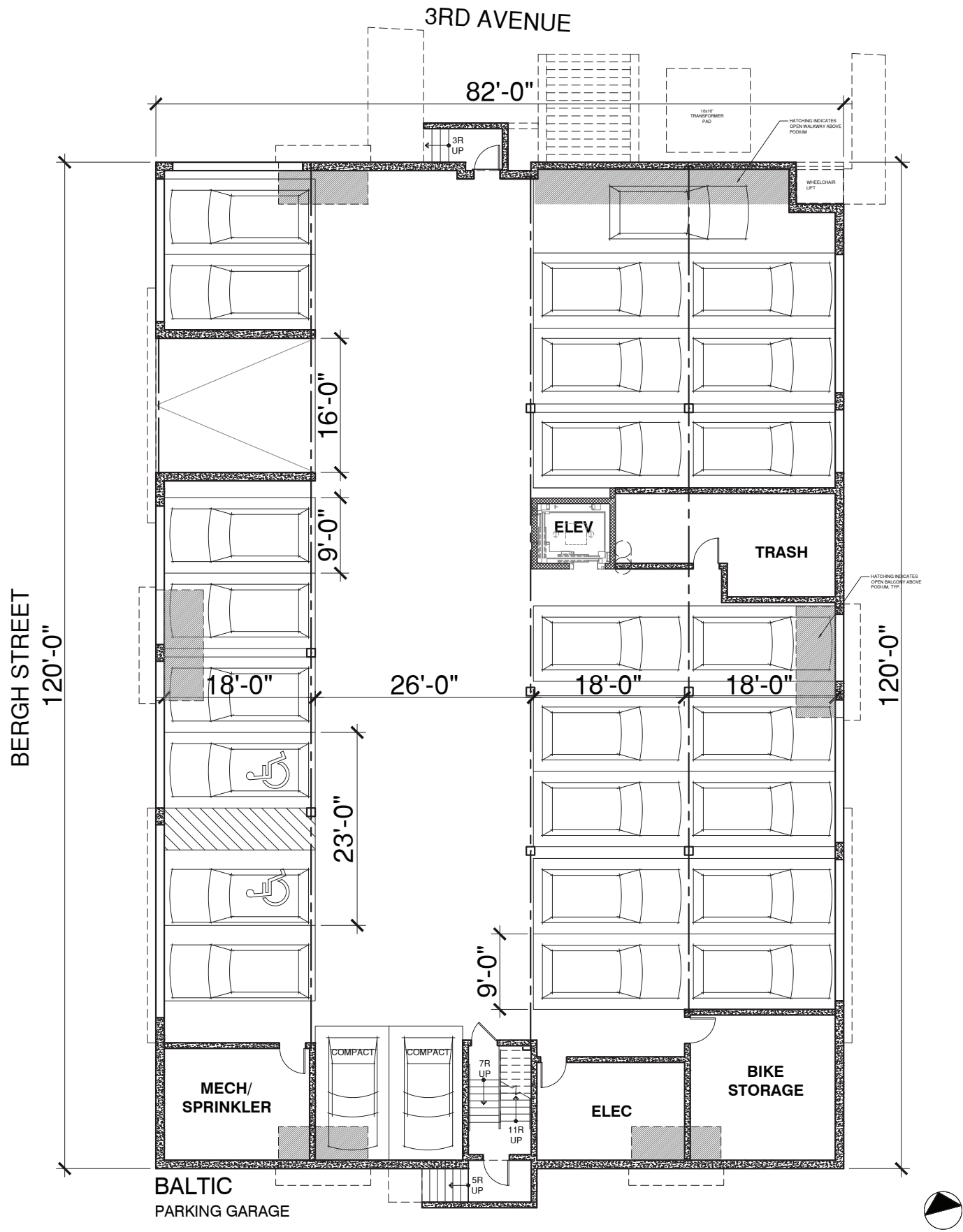
Aegean

AEGEAN Building @ Asbury Park

unit	SQFT	TYPE	Qty
A	750	1 BED	2
B2	918	2 BED	4
C	1244	1 BED/DEN	3
D	1362	2 BED	3
E	1287	2 BED/DEN or 3 BED	12
F	1295	2 BED/DEN	3
TOTAL			27



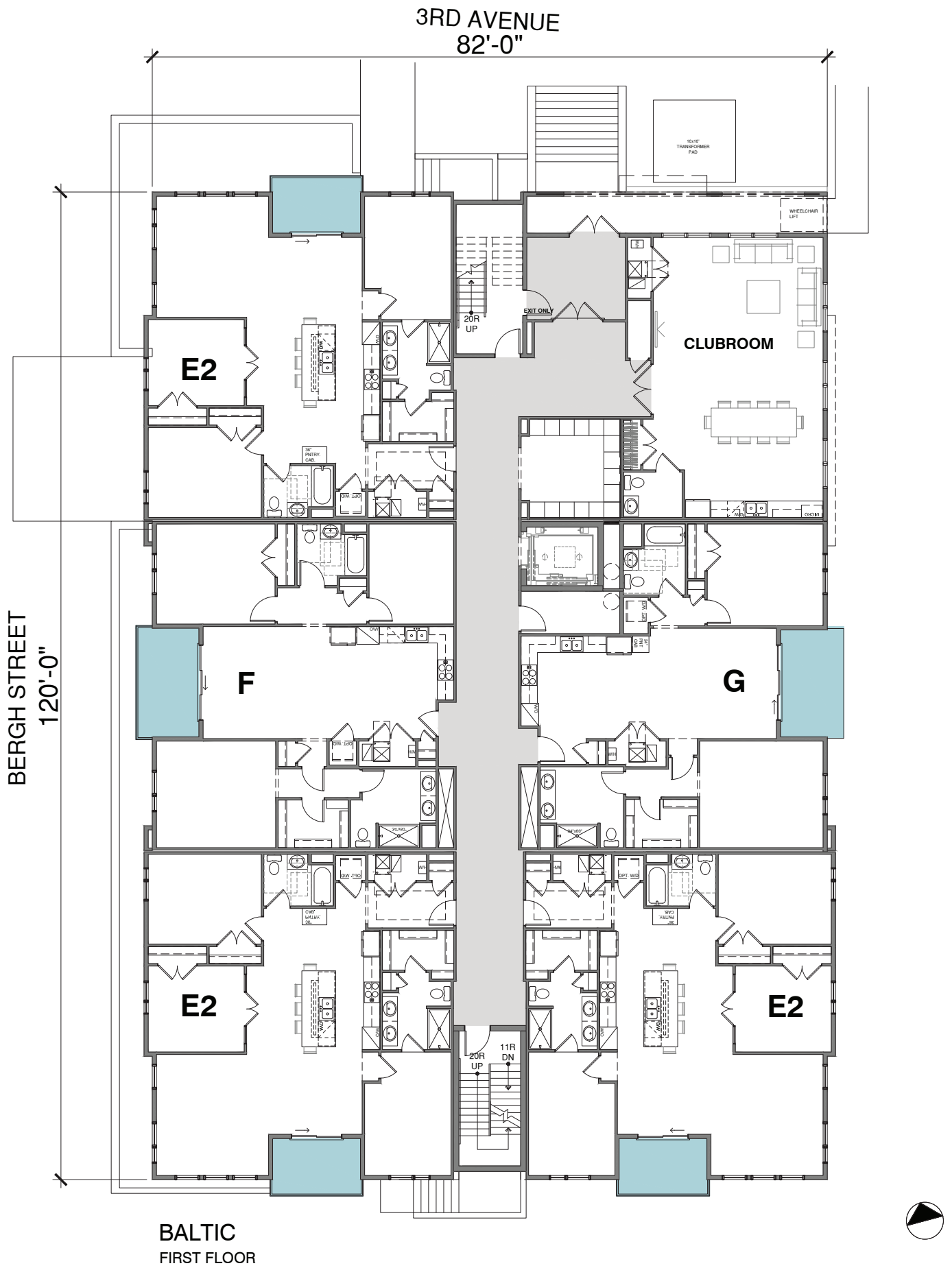




Baltic

BALTIC Building @ Asbury Park :: Parking

Type	Description	Qty
S	9' x 18' STD. PARKING	7
S HC	9' x 18' STD. HANDICAP PARKING	2
S+S	9' x 36' (18'+18') TANDEM (STD+STD)	16
C	8.5' x 16' COMPACT PARKING	2
TOTAL		27



Baltic

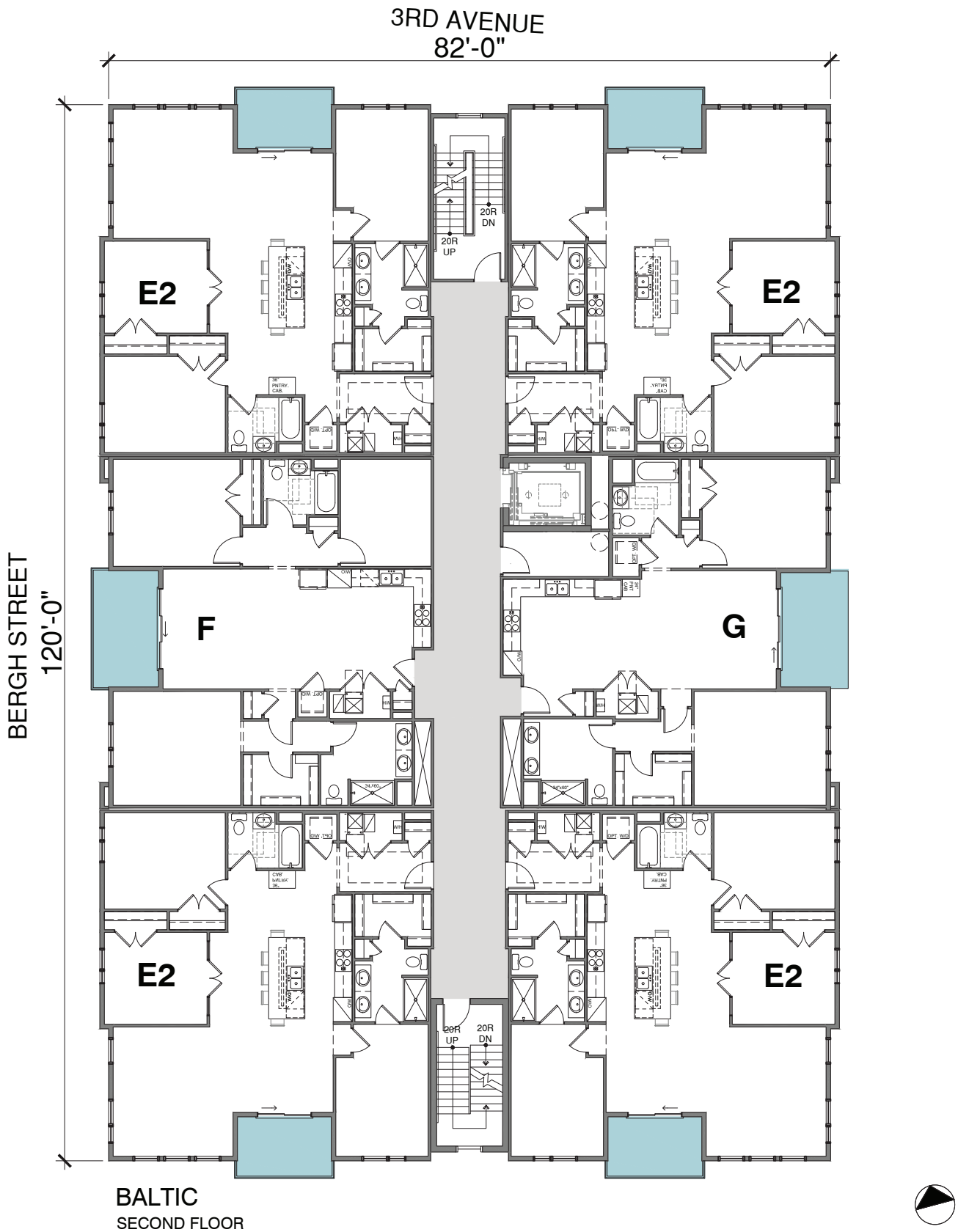
BALTIC Building @ Asbury Park

Unit	SQFT	TYPE	Qty
E2	1353	2 BED/DEN or 3 BED	11
F	1295	2 BED/DEN	3
G	1146	2 BED	3
TOTAL			17

Baltic

BALTIC Building @ Asbury Park

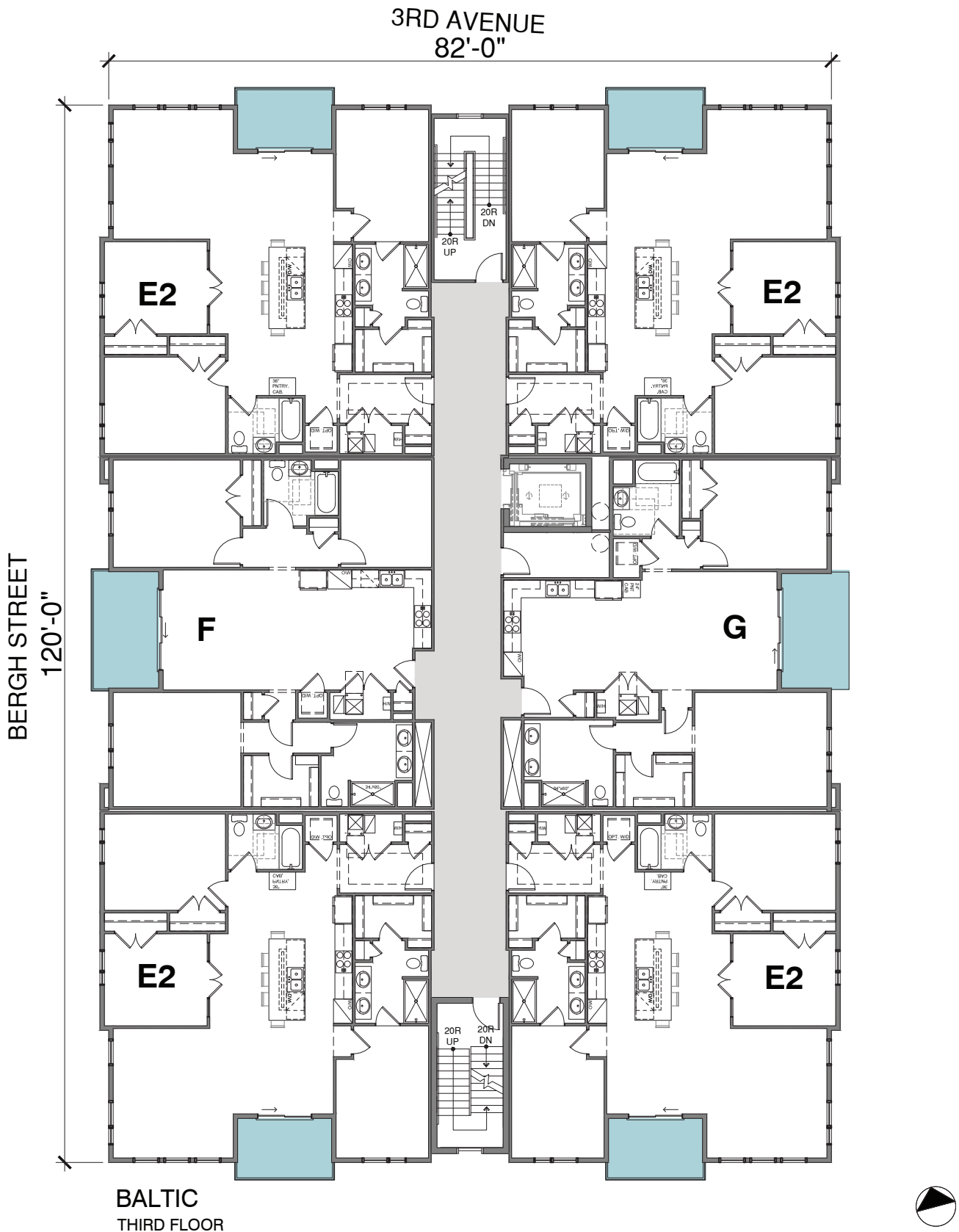
Unit	SQFT	TYPE	Qty
E2	1353	2 BED/DEN or 3 BED	11
F	1295	2 BED/DEN	3
G	1146	2 BED	3
TOTAL			17



Baltic

BALTIC Building @ Asbury Park

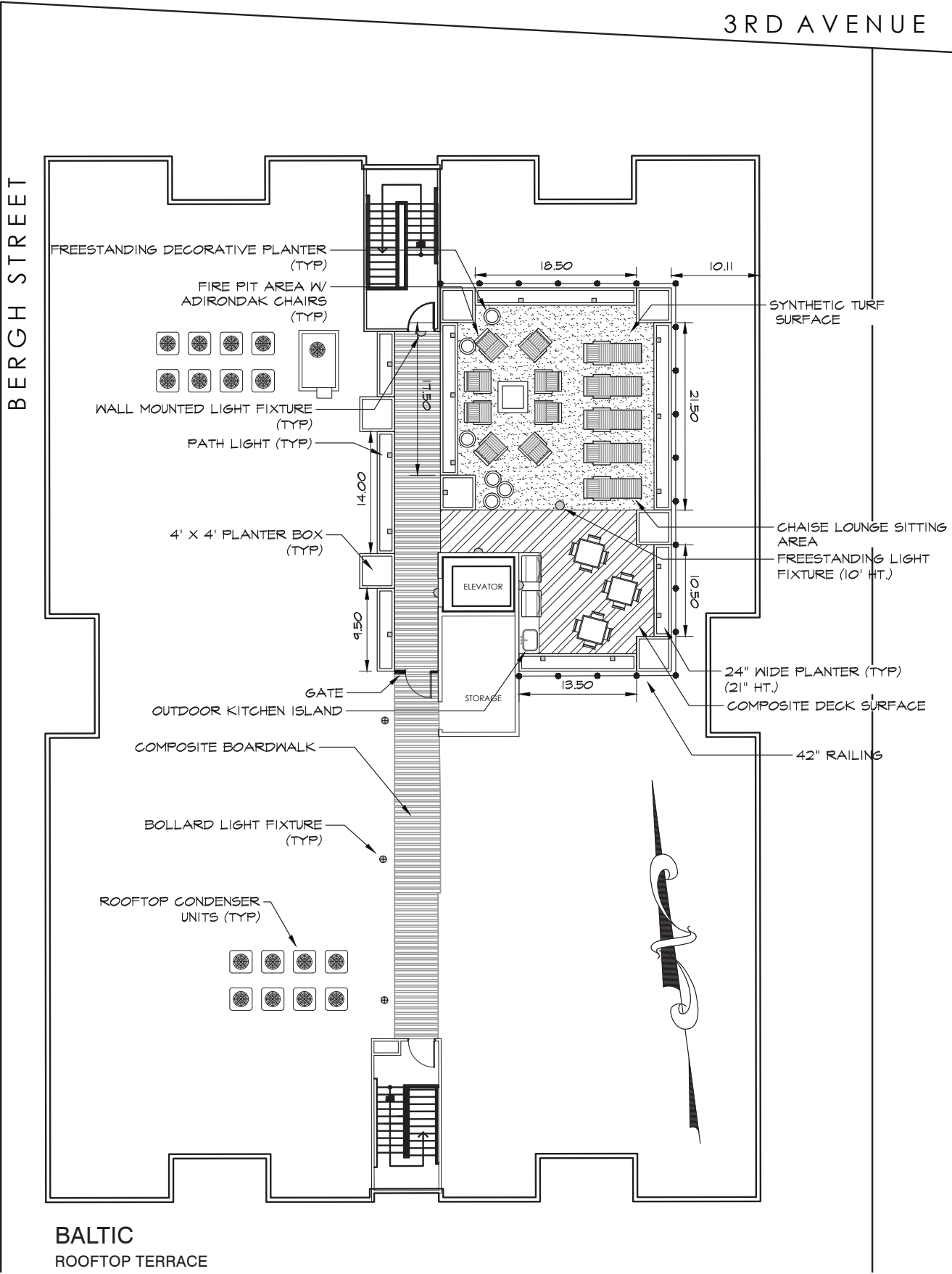
Unit	SQFT	TYPE	Qty
E2	1353	2 BED/DEN or 3 BED	11
F	1295	2 BED/DEN	3
G	1146	2 BED	3
TOTAL			17



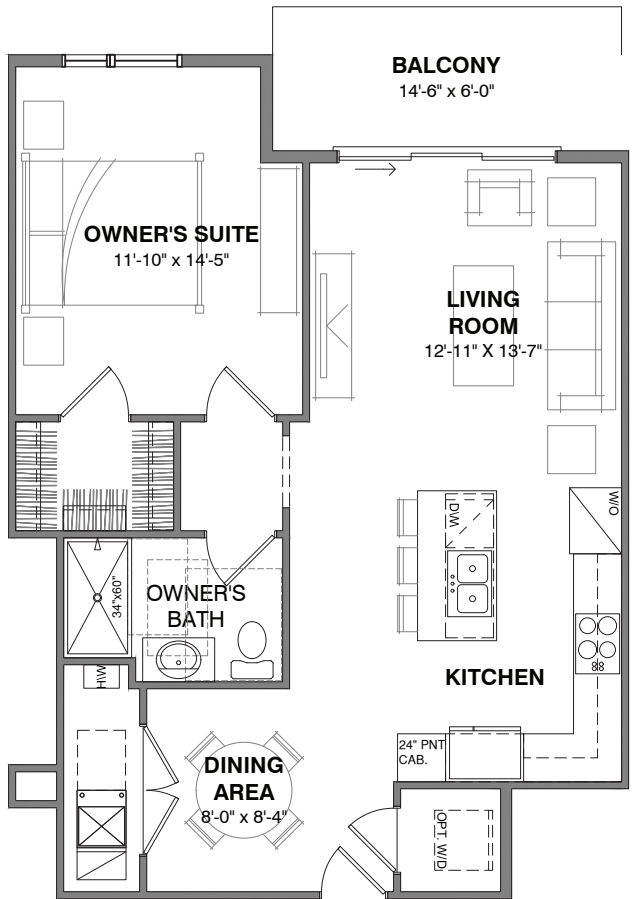
Baltic

BALTIC Building @ Asbury Park

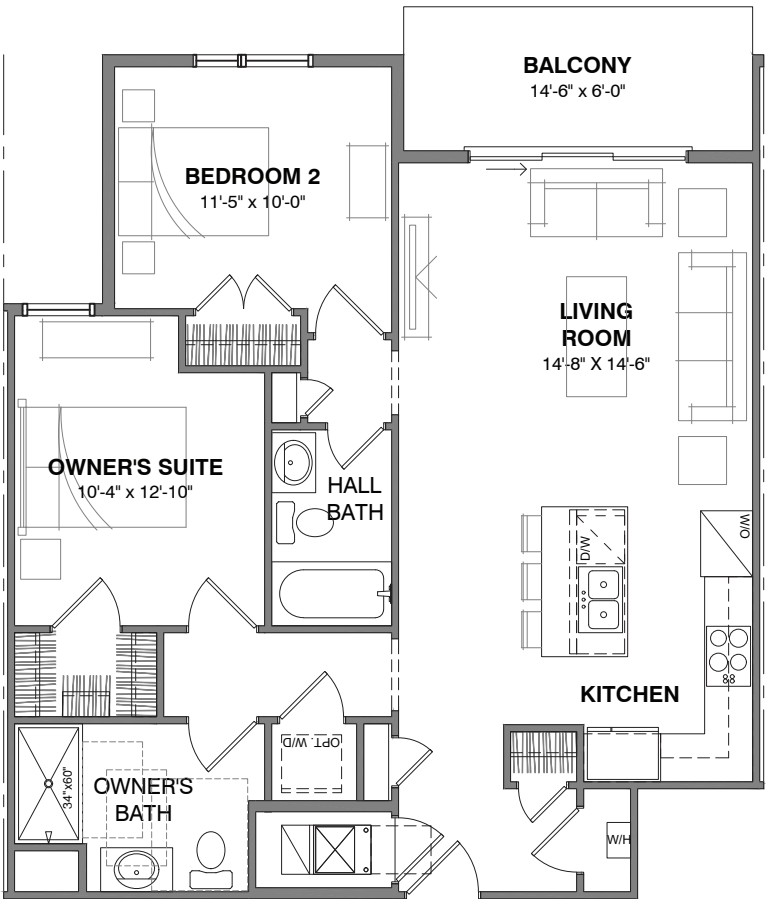
Unit	SQFT	TYPE	Qty
E2	1353	2 BED/DEN or 3 BED	11
F	1295	2 BED/DEN	3
G	1146	2 BED	3
TOTAL			17



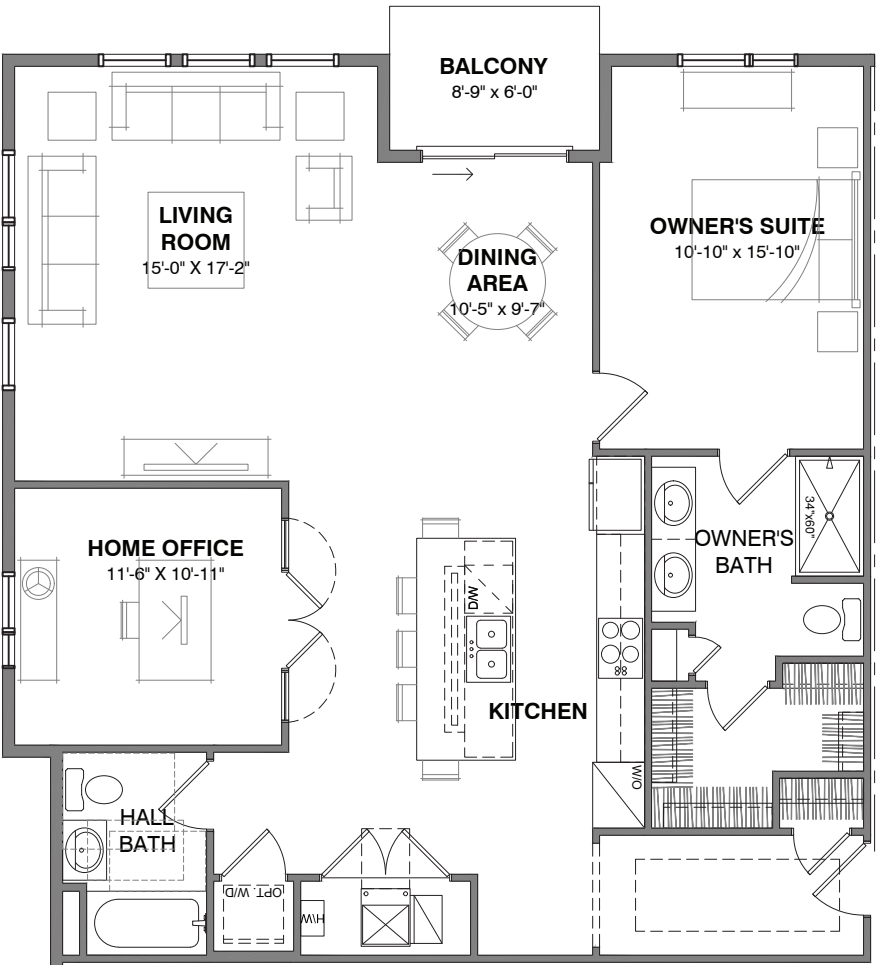
Baltic & Aegean



UNIT A :: 750 SQFT
1 BEDROOM

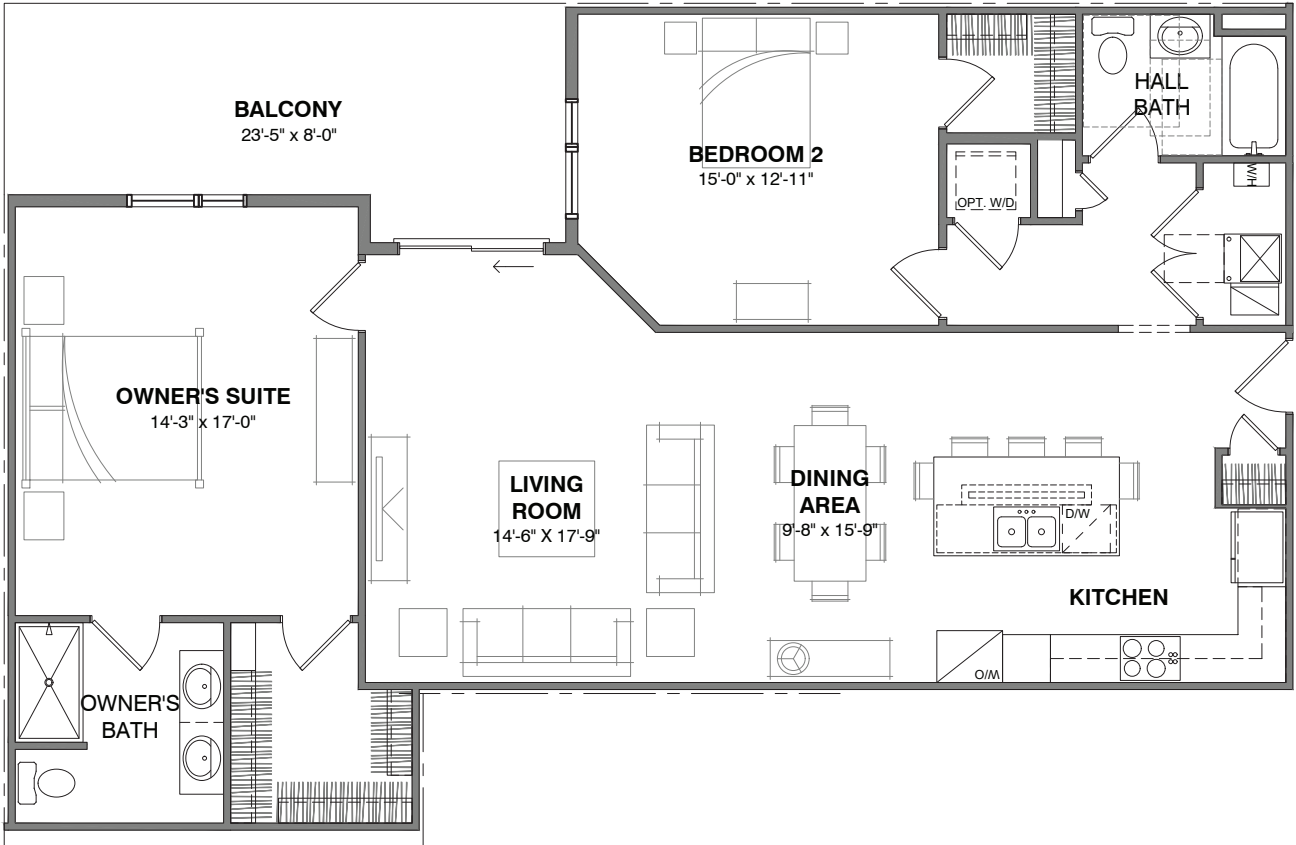


UNIT B2 :: 918 SQFT
2 BEDROOMS

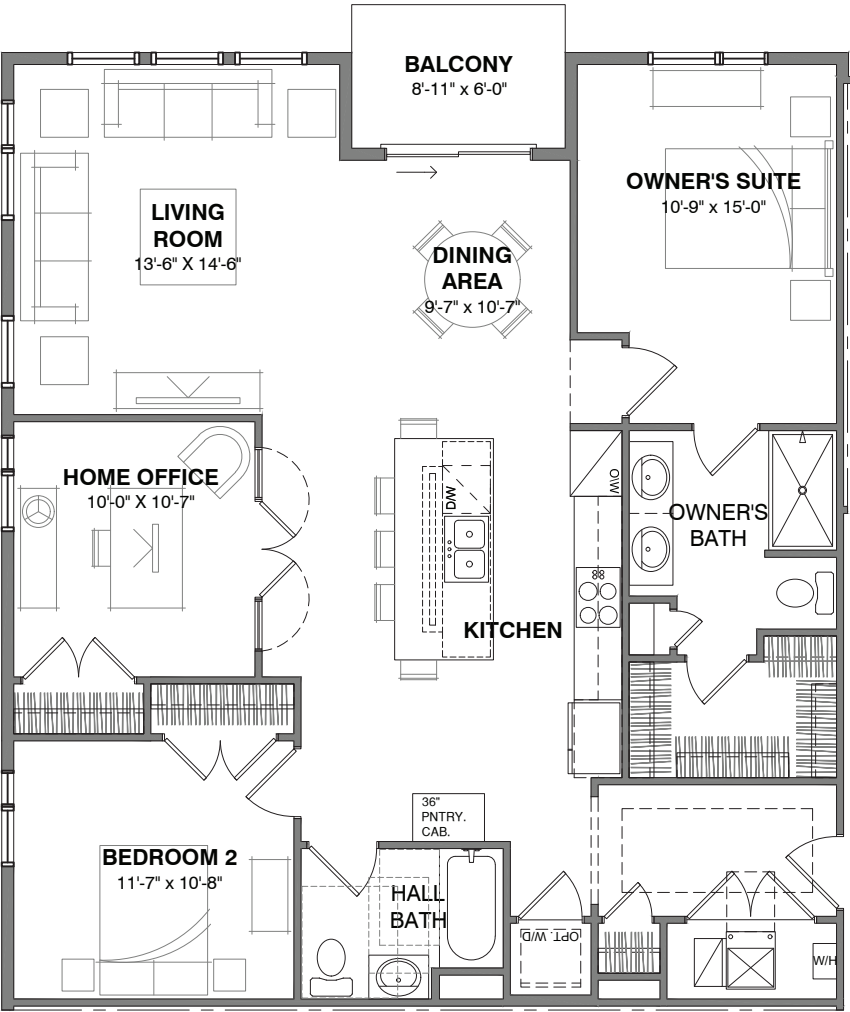


UNIT C :: 1244 SQFT
1 BEDROOM & 1 DEN

Baltic & Aegean

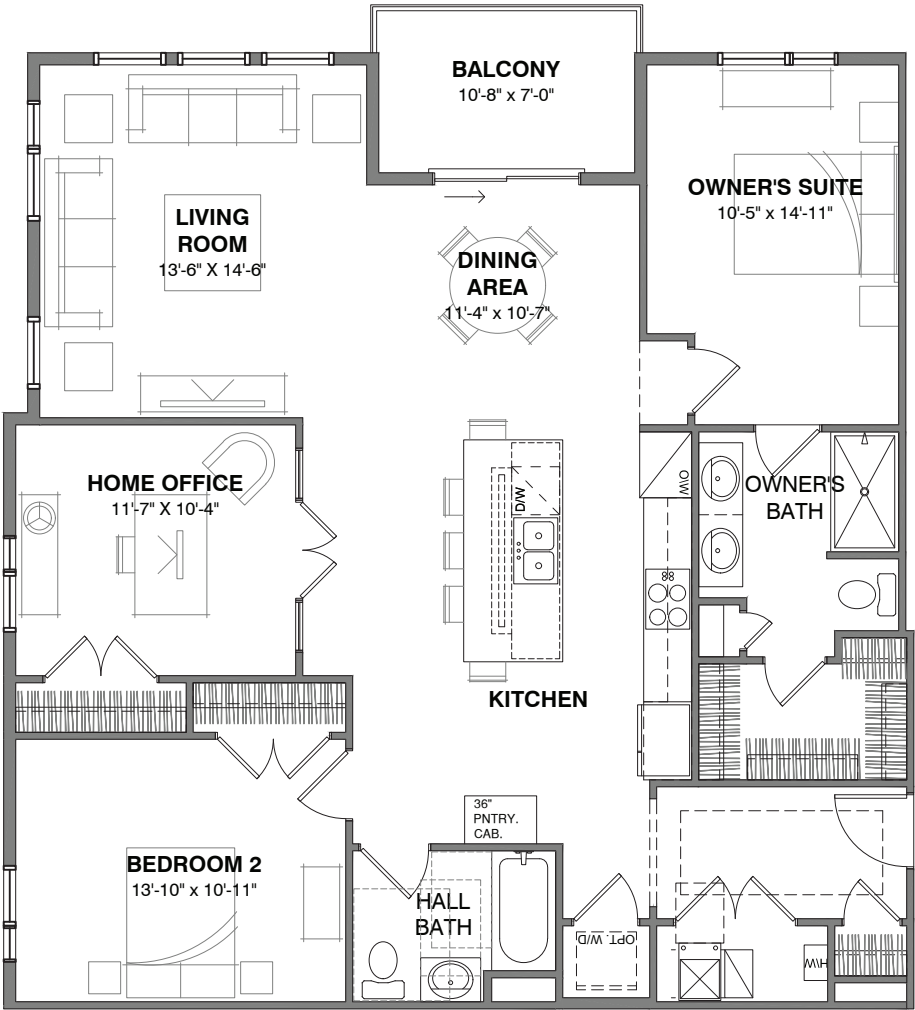


UNIT D :: 1362 SQFT
2 BEDROOMS

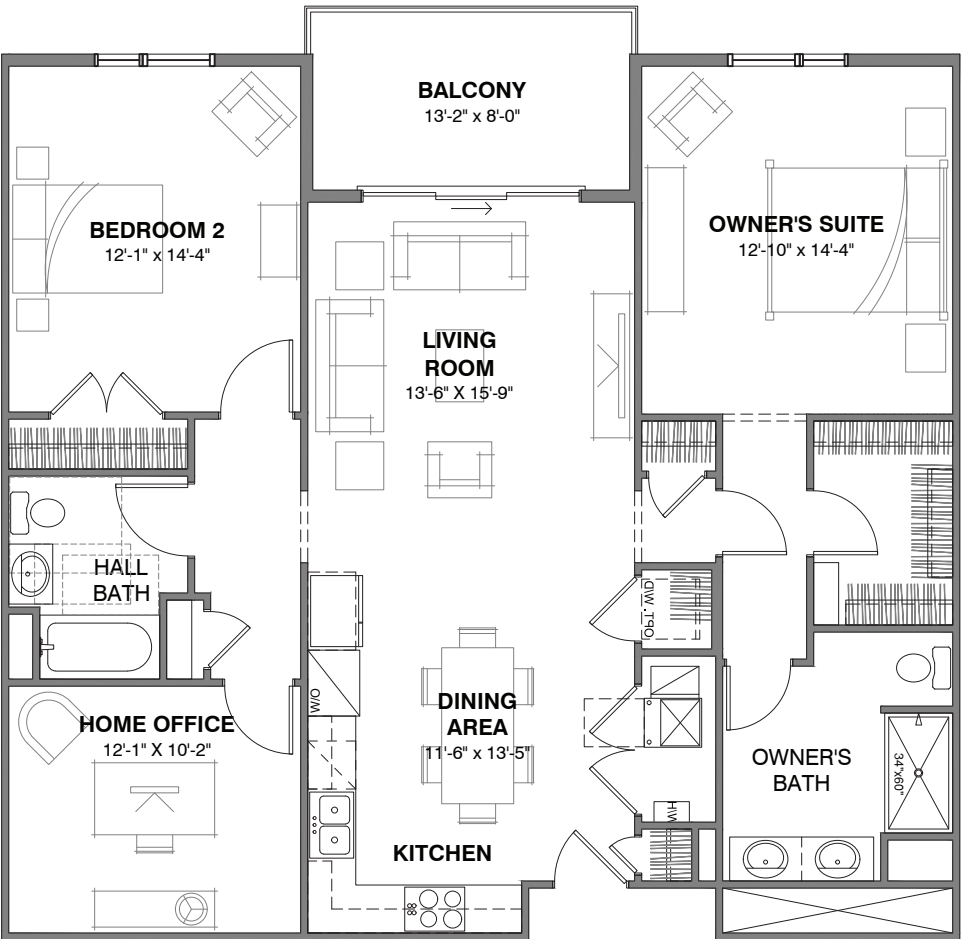


UNIT E :: 1287 SQFT
2 BEDROOMS & DEN/
3 BEDROOMS

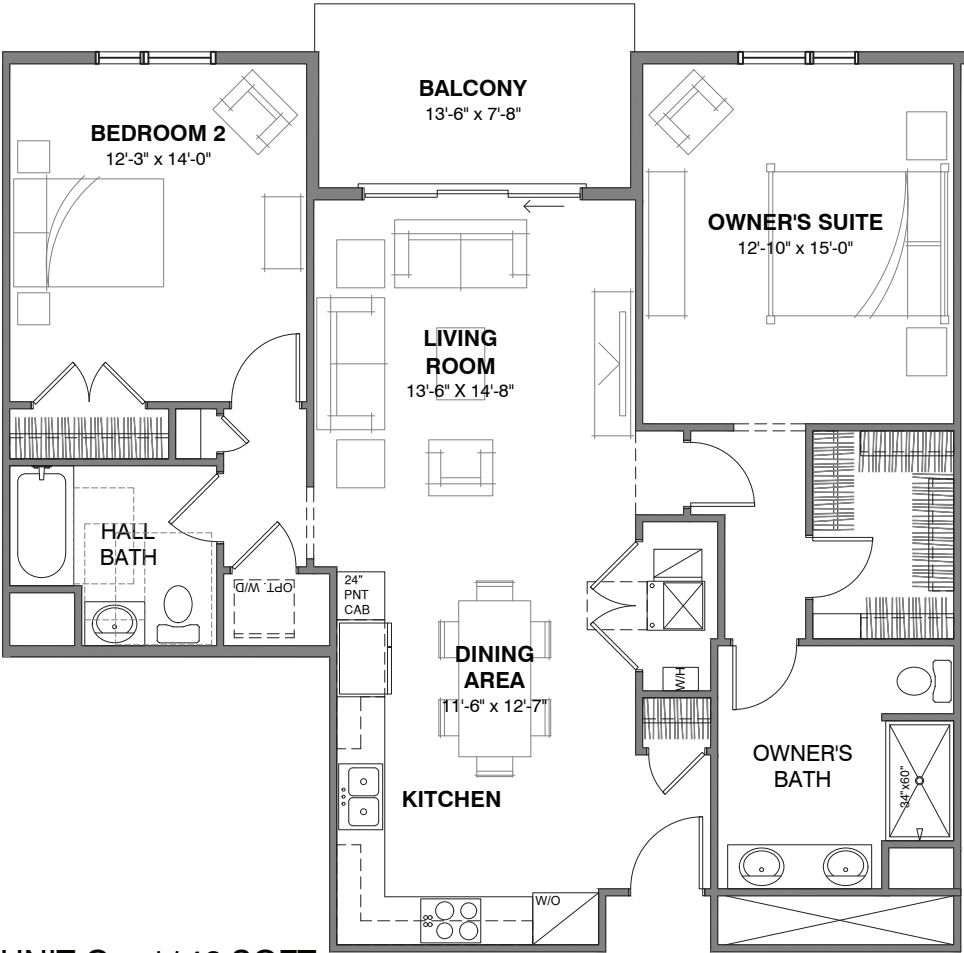
Baltic & Aegean



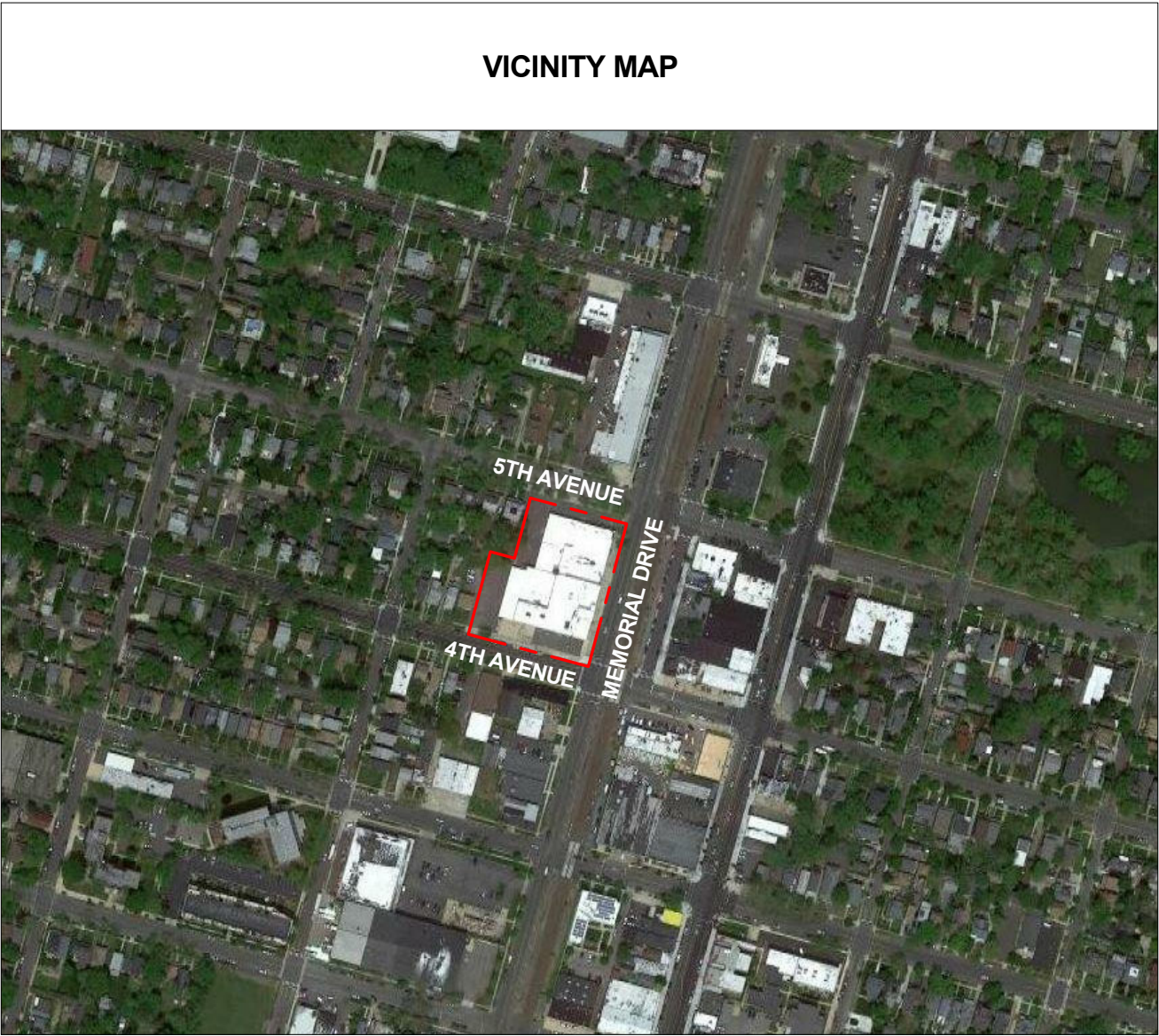
UNIT E2 :: 1353 SQFT
2 BEDROOMS & DEN/
3 BEDROOMS



UNIT F :: 1295 SQFT
2 BEDROOMS & DEN/
3 BEDROOMS



UNIT G :: 1146 SQFT
2 BEDROOMS



UNIT TYPE ALLOCATION	
AFFORDABLE 1-BR	7
AFFORDABLE 2-BR	6
AFFORDABLE 3-BR	4
ONE BEDROOM	21
STUDIO	61
TWO BEDROOM	9
TOTAL UNIT COUNT: 108	

GROSS BUILDING AREA	
GROUND FLOOR *	65,511 SF
1ST FLOOR	40,267 SF
2ND FLOOR	29,925 SF
3RD FLOOR	29,375 SF
4TH FLOOR	28,825 SF
TOTAL	193,903 SF

*GROUND FLOOR AREA INCLUDES OPEN PARKING FIELD

APPLICABLE BUILDING CODES

- INTERNATIONAL BUILDING CODE/2018, NJ EDITION
- INTERNATIONAL MECHANICAL CODE/2018
- NATIONAL ELECTRICAL CODE (NFPA)/2017
- NATIONAL STANDARD PLUMBING CODE/2018, NJ EDITION
- ICC/ANSI A117-1-2009, BARRIER FREE SUBCODE
- ASHRAE 90.1-2016 ENERGY SUBCODE
- INTERNATIONAL FUEL GAS CODE/2018

BLOCK: 203, LOT: 5
LOT AREA: 67,500 SF

DRAWING LIST		
DWG #	DRAWING TITLE	DATE
.C100	COVER SHEET	04/16/2020
A101	PARKING LEVEL	04/16/2020
A102	1ST FLOOR PLAN	04/16/2020
A103	2ND FLOOR PLAN	04/16/2020
A104	3RD FLOOR PLAN	04/16/2020
A105	4TH FLOOR PLAN	04/16/2020
A200	EXTERIOR SKETCHES	04/16/2020
A201	EXTERIOR SKETCHES	04/16/2020

~ 1201 MEMORIAL DRIVE ~
PROPOSED MULTI-FAMILY DEVELOPMENT

1201 MEMORIAL DRIVE
ASBURY PARK, NJ 07712

[illegible]

DRAWING TITLE:

COVER SHEET

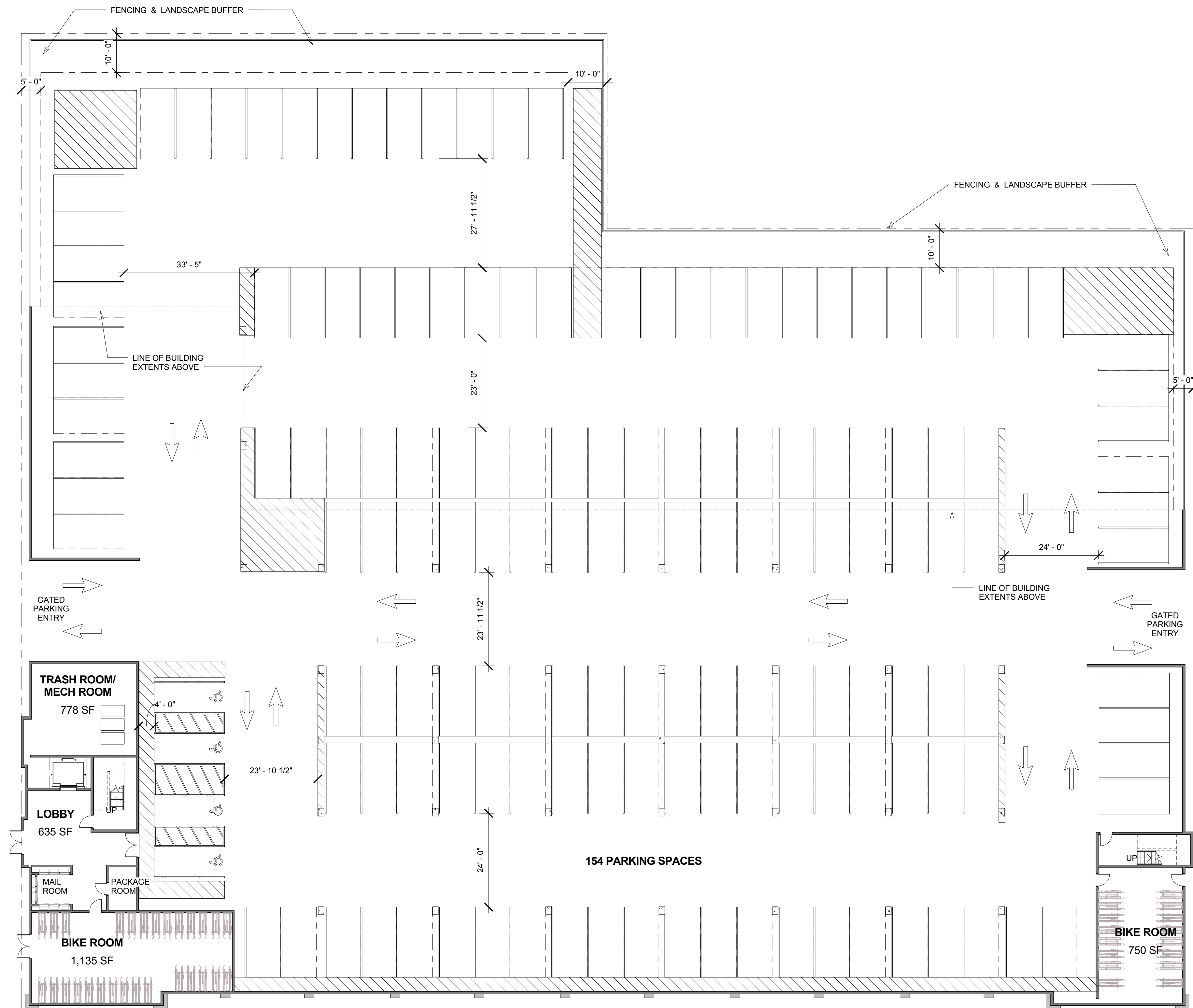
DRAWING No. **.C100**

~ 1201 MEMORIAL DRIVE ~
PROPOSED MULTI-FAMILY DEVELOPMENT

1201 MEMORIAL DRIVE
ASBURY PARK, NJ 07712

[illegible]

CHECKED BY: DMC	DRAWN BY: DMC
SCALE:	
DRAWING TITLE:	
PARKING LEVEL	
DRAWING No.	
A101	



① 00 GRADE/PARKING LEVEL
1/16" = 1'-0"

ENGINEER

ARCHITECT & ENGINEER SIGNATURE & SEAL BOX



SIGNATURE

SEAL DATE

~ 1201 MEMORIAL DRIVE ~
PROPOSED MULTI-FAMILY DEVELOPMENT

1201 MEMORIAL DRIVE
ASBURY PARK, NJ 07712

OWNER

PROJECT LOCATION

[illegible]

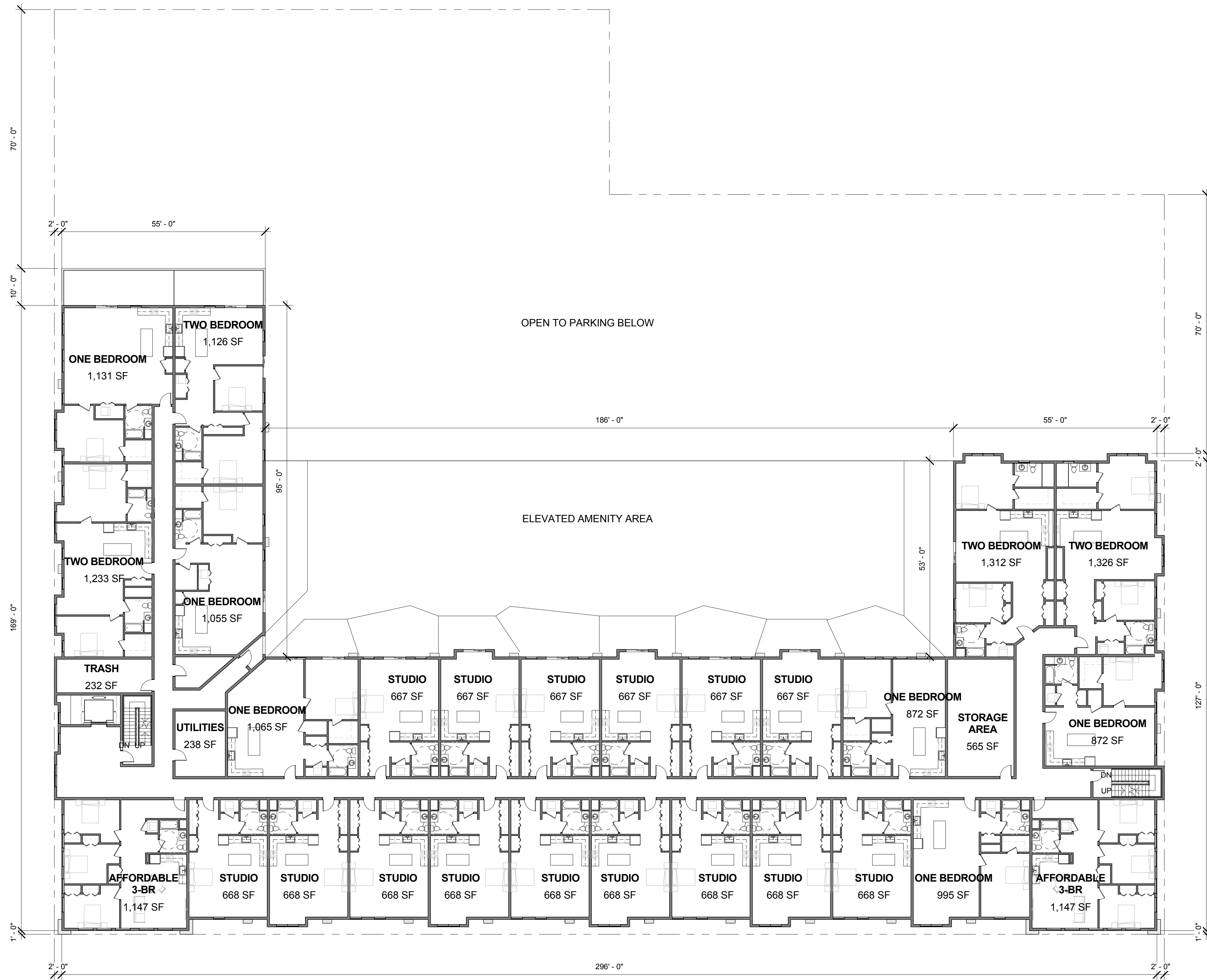
CHECKED BY: DMC	DRAWN BY: DMC
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DRAWING TITLE:

1ST FLOOR PLAN

DRAWING No. _____

A102



① 01 FIRST FLOOR
1/16" = 1'-0"

~ 1201 MEMORIAL DRIVE ~
PROPOSED MULTI-FAMILY DEVELOPMENT

1201 MEMORIAL DRIVE
ASBURY PARK, NJ 07712

OWNER

PROJECT LOCATION

[illegible]

CHECKED BY:
DMC

DRAWN BY:
DMC

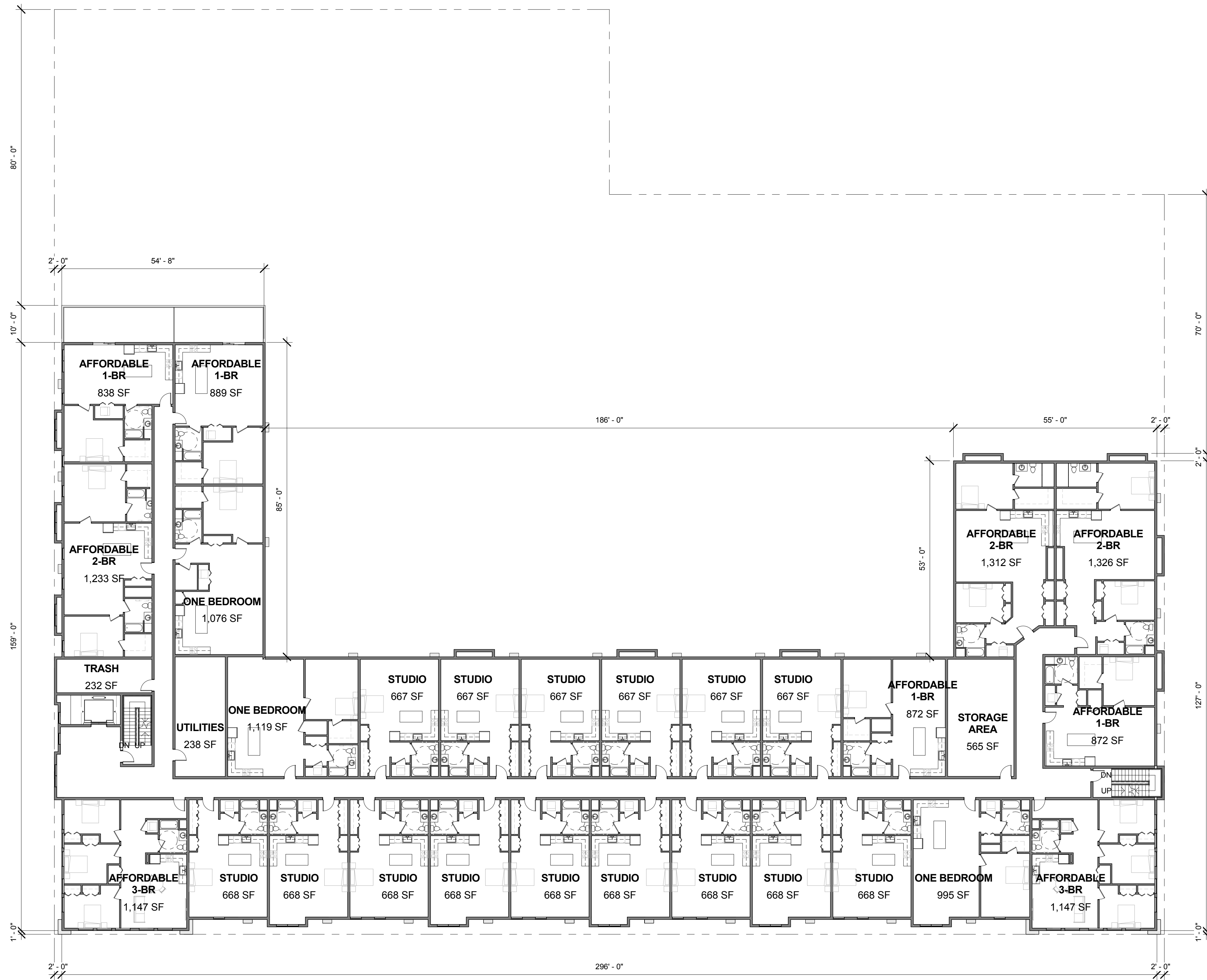
SCALE:

DRAWING TITLE:

2ND FLOOR PLAN

DRAFTING No.

A103



① 02 SECOND FLOOR
1/16" = 1'-0"



ENGINEER

ARCHITECT & ENGINEER

SIGNATURE & SEAL BOX

SIGNATURE

SEAL DATE

~ 1201 MEMORIAL DRIVE ~
PROPOSED MULTI-FAMILY DEVELOPMENT

1201 MEMORIAL DRIVE
ASBURY PARK, NJ 07712

OWNER

PROJECT LOCATION

[illegible]

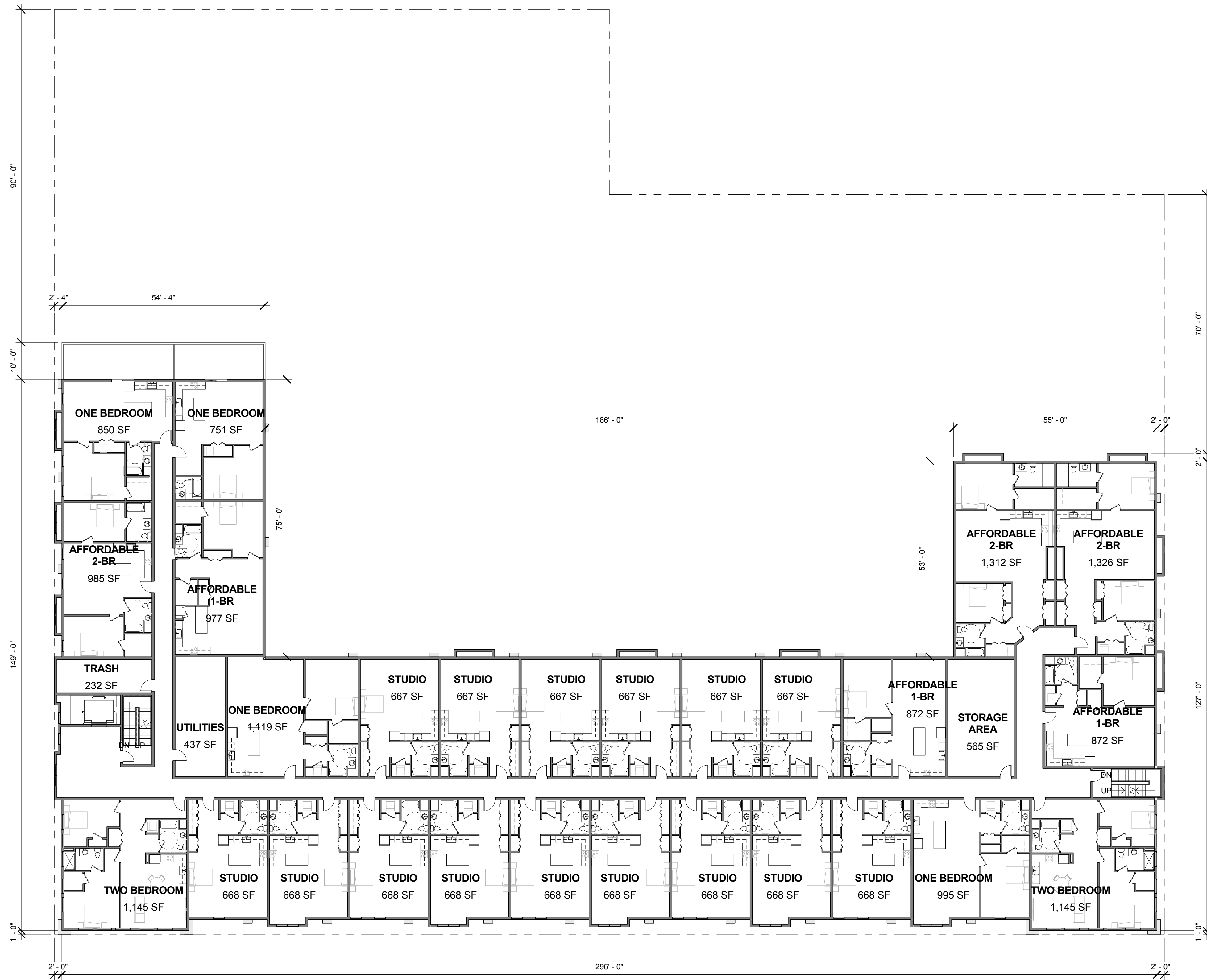
CHECKED BY: DMC	DRAWN BY: DMC
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DRAWING TITLE:

3RD FLOOR PLAN

DRAWING No.

A104



① 03 THIRD FLOOR
1/16" = 1'-0"

~ 1201 MEMORIAL DRIVE ~
PROPOSED MULTI-FAMILY DEVELOPMENT

1201 MEMORIAL DRIVE
ASBURY PARK, NJ 07712

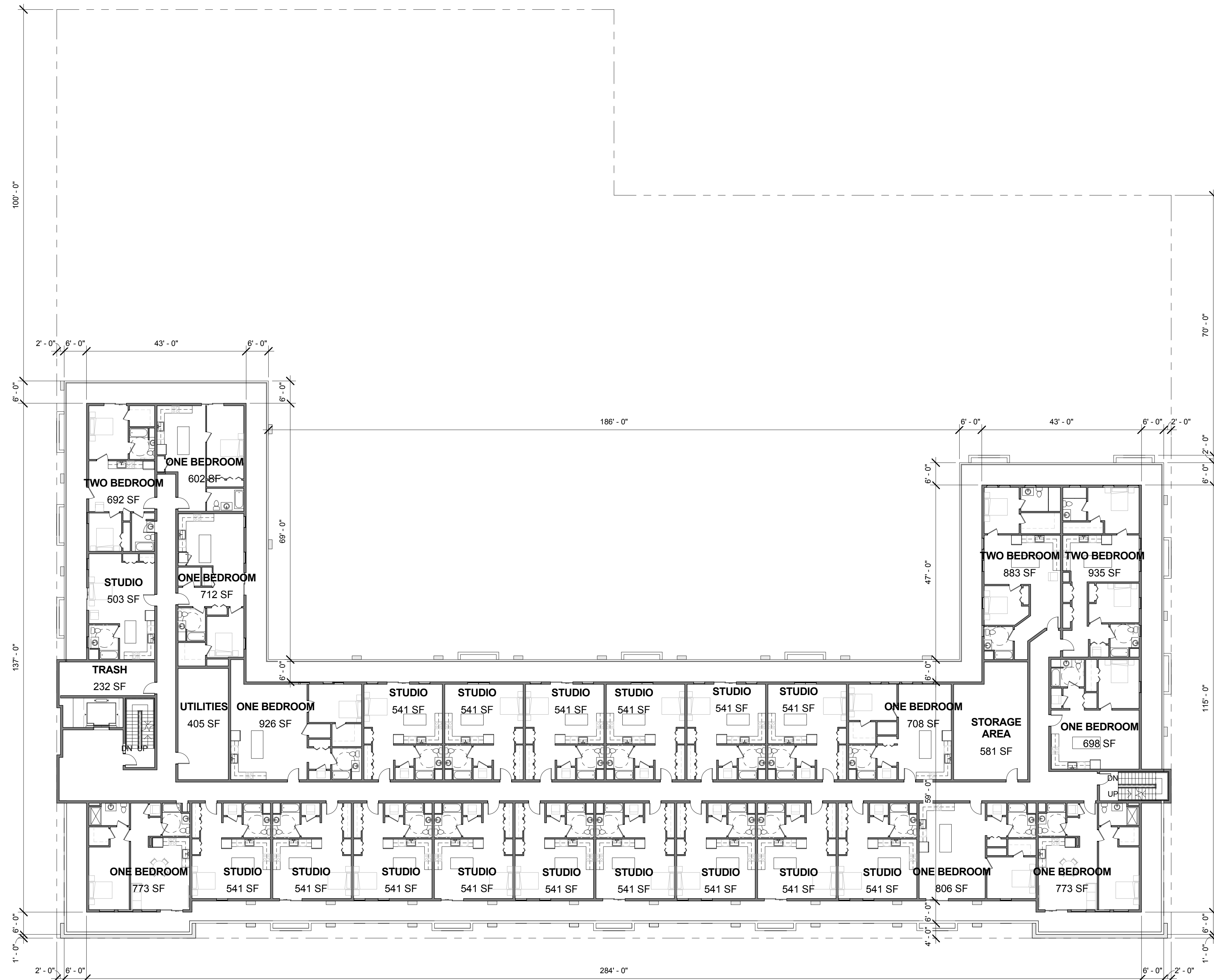
[illegible]

DRAWING TITLE: _____

4TH FLOOR PLAN

DRAWING No. _____

A105



① 04 FOURTH FLOOR
1/16" = 1'-0"



VIEW FROM 4TH AVENUE



VIEW OF 4TH AVENUE LOBBY ENTRANCE



ENGINEER

ARCHITECT & ENGINEER

SIGNATURE & SEAL BOX

SIGNATURE _____

SEAL DATE _____

1201 MEMORIAL DRIVE
ASBURY PARK, NJ 07712

[illegible]



ENGINEER

ARCHITECT & ENGINEER SIGNATURE & SEAL BOX

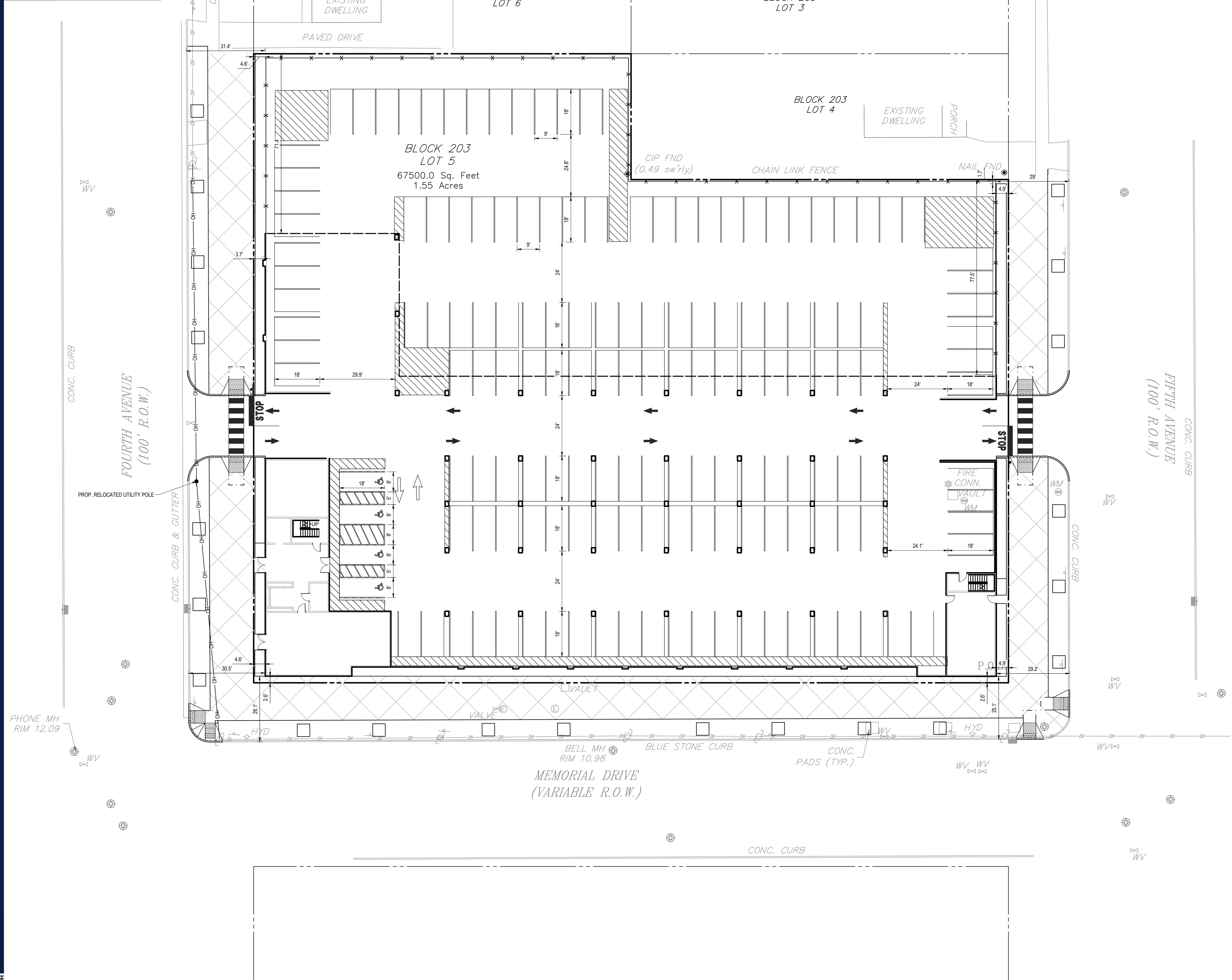


SIGNATURE SEAL DATE

~ 1201 MEMORIAL DRIVE ~
PROPOSED MULTI-FAMILY DEVELOPMENT

1201 MEMORIAL DRIVE
ASBURY PARK, NJ 07712

[illegible]



ZONING TABLE		
USE: RESIDENTIAL WITH GROUND FLOOR PARKING GARAGE BLOCK: 203 LOT: 5		
BULK REQUIREMENTS		
ITEM	EXISTING	PROPOSED
MIN. LOT AREA	87,500 SF	NO CHANGE
MIN. LOT WIDTH	300'	NO CHANGE
MIN. FRONT YARD	2.3' (EC)	2.6'
MIN. SIDE YARD	N/A	N/A
MIN. REAR YARD	11.1' (EC)	71.4'
MAX. BUILDING HEIGHT	2 STORIES	5 STORIES
MAX. FAR	1.01 (EC)	1.81
MAX. BUILDING COVERAGE	64.2%	54.8%
MAX. QUANTITY OF APARTMENTS ON COMMERCIAL PROPERTY	N/A	106
ACCESS TO ALL APARTMENTS SHALL BE SEPARATE FROM ACCESS TO NONRESIDENTIAL USE IN THE SAME BUILDING	N/A	N/A
APARTMENT LOCATION SHALL NOT BE ON THE FIRST FLOOR, OR ON A FLOOR WHICH WHICH CONTAINS A NONRESIDENTIAL ESTABLISHMENT	N/A	COMPLIES
MAX. NUMBER OF BEDROOMS PER APARTMENT	N/A	3
KEY = (E) EXISTING NON-CONFORMITY (V) VARIANCE REQUIRED		

PARKING REQUIREMENTS		
ITEM	EXISTING	PROPOSED
MIN. STALL SIZE	N/A	9' x 18'
MIN. ASILE WIDTH (60' PARKING) (BASED ON STALL WIDTH)	N/A	24'
MIN. NUMBER OF STALLS		
MULTIFAMILY RESIDENCE ⁽¹⁾	N/A	156
GARDEN APARTMENT ⁽²⁾	N/A	156 (V)
(1) MULTIFAMILY RESIDENCE REQUIREMENT + PARKING SPACES REQUIRED FOR THE COAH UNITS BASED ON R/S: R/S = PARKING SPACES REQUIRED FOR THE REMAINING NUMBER OF UNITS AT A RATE OF 1 PARKING SPACE PER UNIT = 30 * 92 = 122 TOTAL PARKING SPACES		
COAH REQUIREMENT (PER RSIS) = 21.6 + 8 = 29.6 = 30 PARKING SPACES 8 STUDIO + 4 1-BEDROOM = 12 X 1.8 = 21.6 PARKING SPACES 4 2-BEDROOMS = 8 X 2 = 8 PARKING SPACES		
108 TOTAL UNITS, 16 COAH UNITS = 90 UNITS 92 UNITS X 1 PARKING SPACE/UNIT = 92 PARKING SPACES		
(2) RSIS REQUIREMENT = 199 PARKING SPACES TOTAL REQUIRED = 158.4 + 32 + 8.4 = 198.8 = 199 PARKING SPACES 61 STUDIO + 27 1-BEDROOM = 88 X 1.8 = 158.4 PARKING SPACES 16 2-BEDROOMS = 16 X 2 = 32 PARKING SPACES 4 3-BEDROOMS = 4 X 2.1 = 8.4 PARKING SPACES		
VARIANCE REQUIRED		



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Call before you dig.**

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YOU MUST CALL 811 BEFORE ANY EXCAVATION
WHETHER IT'S ON PRIVATE OR PUBLIC LAND.
1-800-272-1000
www.nj1-call.org

**FOR CONCEPT
PURPOSES ONLY**

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REVIEW AND APPROVAL. IT IS NOT INTENDED AS A CONSTRUCTION
DOCUMENT UNLESS INDICATED OTHERWISE.

PROJECT No.: J2005
DRAWN BY: JV
CHECKED BY: J
DATE: 03/24/20
CAD I.D.: J200560-CPT-A

PROJECT:

CONCEPTUAL LAYOUT PLAN

FOR
DOUGLAS
DEVELOPMENT
CORPORATION

PROPOSED DEVELOPMENT

BLK: 203 | LOT: 5
1201 MEMORIAL DRIVE
MONMOUTH COUNTY
CITY OF ASBURY PARK, NEW JERSEY

BOHLER
BOHLER ENGINEERING N.J. LLC

**35 TECHNOLOGY DRIVE
WARREN, NJ 07059**
Phone: (908) 668-8300
Fax: (908) 754-4401
www.BohlerEngineering.com
NJ CERT. OF AUTHORIZATION NO. 24GA28161700 & MH

D.F. WISOTSKY

PROFESSIONAL ENGINEER
NEW JERSEY LICENSE No. 42951
CONNECTICUT LICENSE No. 22098
NEW YORK LICENSE No. 073745

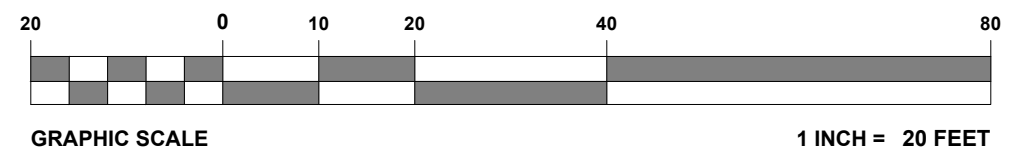
SHEET TITLE:

CONCEPT PLAN

SHEET NUMBER:

C-01

ORG. DATE - 03/24/2020



REVISIONS

[illegible]

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DOCUMENT UNLESS INDICATED OTHERWISE.

PROJECT No.:	J200560
DRAWN BY:	JWH
CHECKED BY:	AA
DATE:	03/24/2020
CAD I.D.:	J200560-CPL-0A

PROJECT:

CONCEPTUAL LAYOUT PLAN

— FOR —
DOUGLAS
DEVELOPMENT
CORPORATION

**PROPOSED
DEVELOPMENT**

**BLK: 203 | LOT: 5
1201 MEMORIAL DRIVE
MONMOUTH COUNTY
CITY OF ASBURY PARK, NEW JERSEY**

BOHLER 
BOHLER ENGINEERING NJ, LLC

**35 TECHNOLOGY DRIVE
WARREN, NJ 07059**

Phone: (908) 668-8300
Fax: (908) 754-4401

www.BohlerEngineering.com

NJ CERT. OF AUTHORIZATION NO. 24GA28161700 & MH000122

D.F. WISOTSKY

PROFESSIONAL ENGINEER:
NEW JERSEY LICENSE No. 42951
CONNECTICUT LICENSE No. 22098
NEW YORK LICENSE No. 073745

SHEET TITLE:

STREETSCAPE CONCEPT PLAN

SHEET NUMBER:

C-02

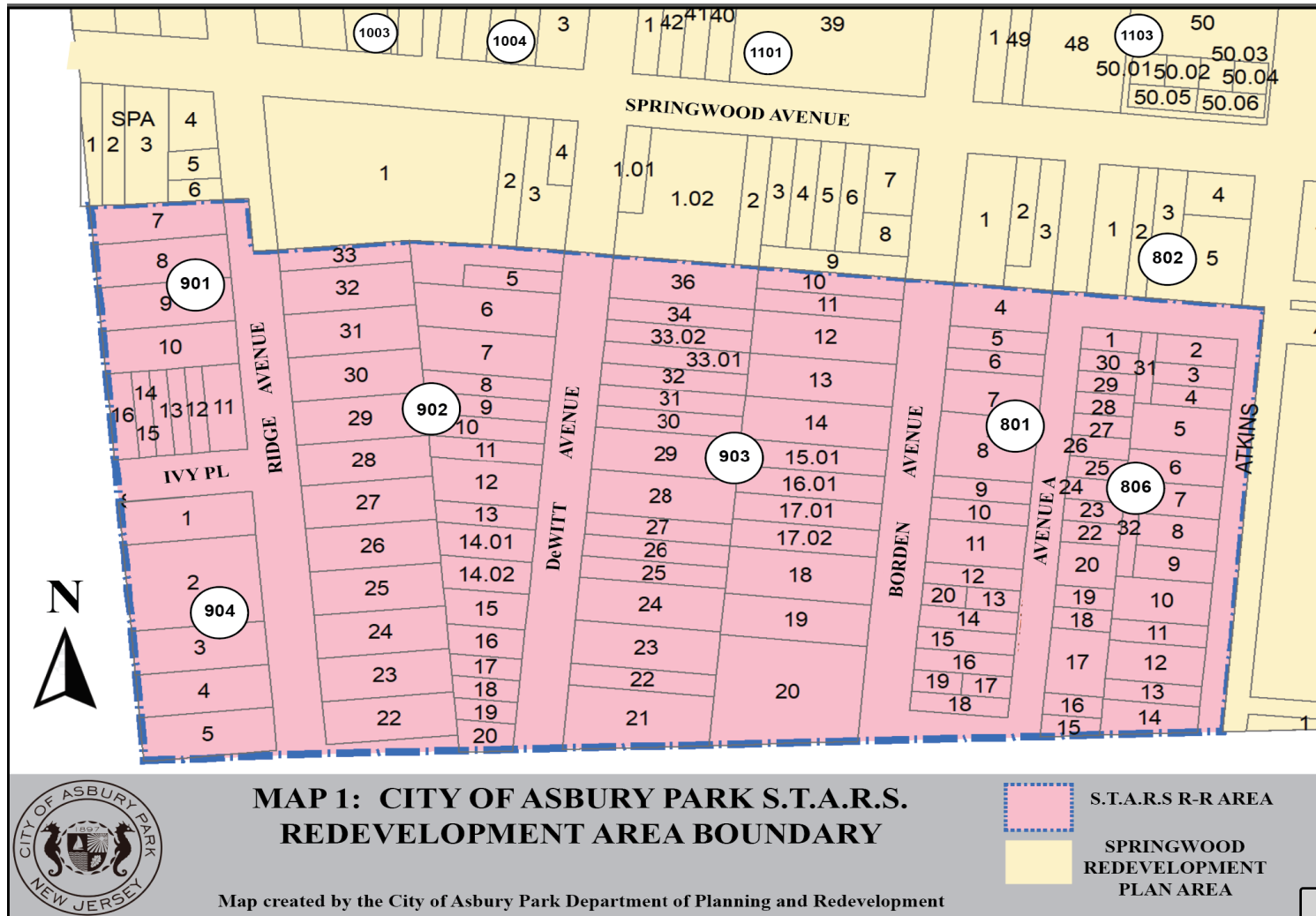
ORG. DATE - 03/24/2020

S.T.A.R.S.
Redevelopment Plan Amendment
STRATEGIC TARGET AREA REBUILDING SPIRIT
Redevelopment Plan

S.T.A.R.S. Redevelopment Plan Amendment

- Plan is 20 years old
- About to expire
- Council and Planning Board needs to readopt or the area converts back to the old zoning – R1A
- Since we are readopting, the Planning staff re-examined the standards and revised them for 2020.

S.T.A.R.S. Redevelopment Plan Amendment Plan Area



S.T.A.R.S. Redevelopment Plan Amendment

Current Plan:

Permitted Principal Uses and Structures:

Detached Single Family and Two-Family Homes.

Attached Single Family and Two-Family Homes.

Single-Family, and Two Family and Three family Townhouses.

Houses of Worship

Municipal Facilities: such as public schools, parks and playgrounds

Proposed Amendment:

Permitted Principal Uses and Structures:

Detached Single and Two-Family Dwellings

Semi-Attached Single Family and Two-Family Dwellings

Single-Family and Two-Family Townhouses

Municipal Facilities: such as public schools, parks, and playgrounds

Redevelopment Plan Amendment

Bulk Standards

Current Plan:

Minimum lot width	Existing
Minimum lot depth	Existing
Minimum lot area	Existing
Minimum Front Yard	10 feet*
Minimum Side Yard	3 feet
Minimum Rear Yard	For lots 100 feet or greater in depth: 25 feet; For lots less than 100 feet in depth: 25% lot depth

Proposed Amendment:

	Detached Single Family	Detached Two Family	Semi-attached 1 & 2 Family	Townhomes (one per lot)
Minimum Lot Area	Existing	3200 sf	3000 sf	2500 sf
Minimum Lot Width	Existing	32 feet	28 feet	20 Feet
Minimum Lot Depth	Existing	100 feet	100 feet	100 Feet
Minimum Front Yard Setback	10 Feet	10 Feet	10 Feet	10 Feet
Minimum Side Yard Setback	3 Feet	3 Feet One Side, 8 Feet Combined	6 Feet on Unattached Side	6 Feet at End of Row
Minimum Rear Yard Setback	25 Feet for lots 100 feet or greater in depth; 25% of lot depth for lots less than 100 feet in depth	25 Feet	25 feet	25 feet
Maximum Building Coverage	50%	50%	50%	50%
Maximum Height				
Principal Structure	Two and a half (2.5) Stories; 35 feet	Two and a half (2.5) Stories; 35 feet	Two and a half (2.5) Stories; 35 feet	Two and a half (2.5) Stories; 35 feet
Accessory Structure	One (1) Story; 15 feet	One (1) Story; 15 feet	One (1) Story; 15 feet	One (1) Story; 15 feet

Redevelopment Plan Amendment

Green Requirements

Current Plan:

Solar panels, green roofs, storm water recharging systems and solar powered lighting are some methods that could be used to increase resource efficiency.

The use of high efficiency fixtures can reduce energy consumption.

Specify building products with recycled content and that are manufactured regionally.

Specify energy star appliances to help reduce energy consumption.

Operable windows should be provided for all non-residential as well as residential spaces.

Proposed Amendment:

Solar panels, green roofs, storm water recharging systems and solar powered lighting are methods that could be used to increase resource efficiency.

The use of high efficiency fixtures can reduce energy consumption.
Specify building products with recycled content and that are manufactured regionally.

Specify energy star appliances to help reduce energy consumption.

Façade fenestration of at least 10 percent of surface area.

S.T.A.R.S. Redevelopment Plan Amendment

Parking Requirements

Current Plan Minimum Parking:

For lots less than 32 feet in width: none

All single-family residential structures 2 spaces*

All two-family residential structures 3 spaces*

All three family residential structures 1 space per 0-1 bedroom units; 2 spaces per two or more bedroom units

*except that when parking is provided at the rear or side of a structure such that the curb at the front of the building is available for on street parking, only one space per unit will be required.

Proposed Amendment Off-Street Parking Requirements

All single-family residential dwellings: 2 spaces

All two-family residential dwellings: 3 spaces

All other land uses shall comply with the requirements of the Asbury Park Land Development Ordinance (parking)

S.T.A.R.S.

Redevelopment Plan Amendment

House example with updated regulations



House example with current regulations



Redevelopment Plan Amendment

Townhouse example with current regulations



Attachment: Council Power point on STARS (002) (2020-24 : Amendment to the STARS

AMENDMENT TO THE S.T.A.R.S. (STRATEGIC TARGET AREA REBUILDING SPIRIT) REDEVELOPMENT PLAN



City of Asbury Park Monmouth County New Jersey

Adopted: Ordinance # xxxx July 5, 2000
Amended: Ordinance #2861 February 6, 2008
Amended: #2885 November 24, 2008
Amended: Ordinance #xxxx month-day-2020

The original of this report was signed and sealed in accordance with N.J.S.A. 45:14A-12

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 Amy Quinn, Deputy Mayor
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Section I: Introduction

On November 15, 1999, the Council of the City of Asbury Park determined that an area consisting of all or part of twelve (12) tax blocks in the southwest section of Asbury Park (the “Redevelopment Area”) was an “area in need of redevelopment” pursuant to the “Local Redevelopment and Housing Law,” N.J.S.A. 40A:12A-1 et seq (the “Redevelopment Law”). The Council’s determination was based in part on the general decline of the condition of the area. By ordinance adopted July 5, 2000, the Council adopted a redevelopment plan, the “S.T.A.R.S. Redevelopment Plan” (the “Redevelopment Plan”). This plan was to be in effect for a period of twenty (20) years from the date of adoption.

The Redevelopment Area had historically developed as an area of predominantly single-family dwellings, with a commercial corridor along Springwood Avenue. Over time, the Area declined as has occurred in many older urban areas in the northeast portion of the country. The conditions of many properties in the Redevelopment Area, declined to the point where many buildings were demolished.

The S.T.A.R.S Redevelopment Plan (the Plan) regulates development within the S.T.A.R.S. Redevelopment Area (the Redevelopment Area). The Redevelopment Area is primarily comprised of residential land uses, some of which are vacant and/or dilapidated while other range from poor to fair condition; vacant land; religious uses, and a handful of existing commercial uses.

The originally adopted Redevelopment Plan consisted of two (2) specific land use regulation zones known as the NC-Neighborhood Commercial zone and the R-R Residential Redevelopment zone. The NC-Neighborhood Commercial zone was removed from the STARS Redevelopment Area and incorporated into the Amended Springwood Avenue Redevelopment Plan Area via Ordinance 3076 adopted on August 20, 2014. During the implementation period of this plan, Council adopted two (2) additional ordinances amending the plan (O-2861 and O-2885).

This document shall serve as an Amendment to the S.T.A.R.S. Redevelopment Plan which incorporates prior amendments to the development regulations and area boundaries into one consistent user-friendly document. This document shall provide for the orderly development of the Redevelopment Area.

Section II. Plan Area Boundary and Parcels Contained Within

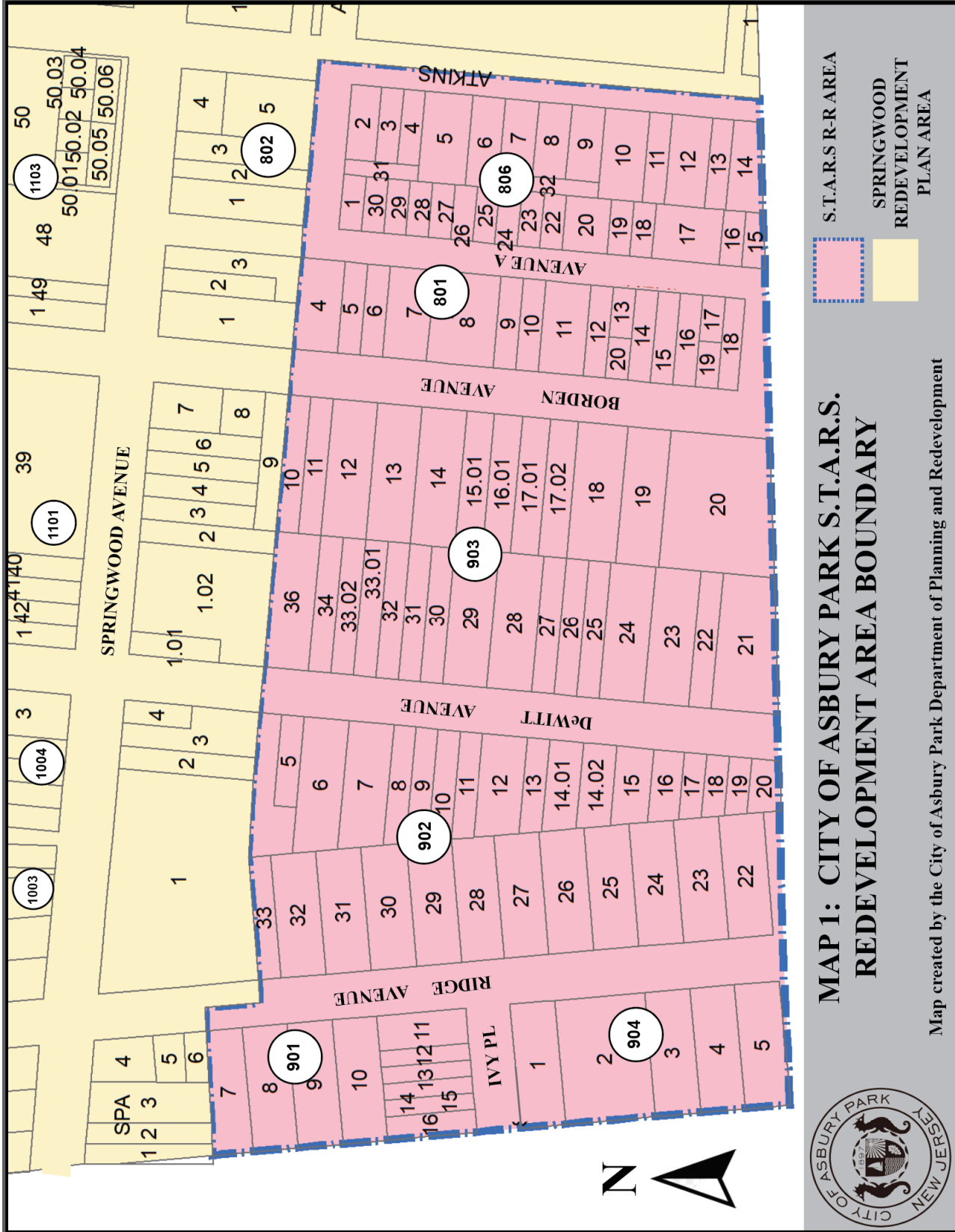
The boundary of the S.T.A.R.S. Redevelopment Plan Area is show below in Map 1.

The S.T.A.R.S. Redevelopment Plan Area consists of Tax Lots found in all or part of six (6) Tax Blocks in the southwest section of Asbury Park. The block numbers for these tax blocks are 801, 806, 901, 902, 903 & 904.

The following list contains the lot numbers found in each of the blocks which are included wholly or partially within the Redevelopment Plan Area.

- Block 801, Lots: 4-20
- Block 806, Lots: 1-20, 22-32
- Block 901, Lots: 7-16
- Block 902, Lots: 1 (partially), 5-13; 14.01, 14.02, 15-20, 22-33
- Block 903, Lots: 10-14, 15.01, 16.01, 17.01, 17.02, 18-32, 33.01, 33.02, 34, 36
- Block 904, Lots: 1-5

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Section III. Redevelopment Objectives

- A. The planning and development of the redevelopment area as a primarily residential development compatible with the surrounding neighborhood.
- B. Allow for the development of residential dwellings to support existing and future commercial facilities along Springwood Avenue consistent with the development pattern in the area and recognizing the high volume of traffic along this major corridor.
- C. To provide for a variety of housing types both in the residential neighborhood and in conjunction with commercial redevelopment along Springwood Avenue.
- D. The elimination of substandard and dilapidated structures and the removal of blighting influences.
- E. The improvement of the functional and physical of the project area for the contemplated new development to provide for improved traffic and pedestrian circulation.
- F. To provide site improvements for the beautification of the Redevelopment Area and surrounding areas.
- G. Encourage owner occupancy of residential units and the enforcement of owner occupancy when it is required.

Section IV. Proposed Redevelopment Actions

It is proposed to substantially improve and upgrade the S.T.A.R.S. Redevelopment Area through a combination of redevelopment actions which will provide a uniform and consistent attack on blight within the Redevelopment Area by systematically removing blighting influences in an orderly manner, starting with those structures and properties most deleterious to the Area.

- A. Demolition of structures determined to be impediments to sound and comprehensive redevelopment, starting with those most dilapidated.
- B. The rehabilitation and/or re-use of sound structures during the redevelopment of the Redevelopment Area.
- C. The consolidation and re-subdivision of land within the Redevelopment Area into suitable parcels for development.

- D. Provision for a full range of public infrastructure necessary to service and support the new development.
- E. Construction of new structures and complimentary facilities that are consistent with the land use pattern in the surrounding area.

Section V. General Administrative Provisions and Procedures

The following provisions shall apply to all property located within the S.T.A.R.S. Redevelopment Area Redevelopment Area.

- A. All definitions contained within the glossary of this Plan shall prevail. In the absence of a definition, the definition found within the Asbury Park Land Development Ordinance shall prevail.
- B. All development shall be in accordance with the zone guidelines, standards, and requirements of this Redevelopment Plan and the Proposed Land Use Map.
- C. The regulations and controls in this section may be implemented, where applicable, by appropriate covenants, or other provisions, or through agreements for land disposition and conveyances executed thereto.
- D. No building or structure shall be constructed over public rights-of-way or easements, without approval from the municipal council. No building or structure shall be constructed in the bed of a mapped street unless such street has been vacated by an act of the Municipal Council and the Site Plan has been approved by the Planning Board.
- E. Prior to the commencement of: a) any exterior construction, reconstruction, and/or rehabilitation of any existing structure. (b) construction of any new structure, or (c) any change in the use of any structure or parcel; a site plan for such shall be submitted by the developer or property owner to the Planning Board. No building permit shall be issued for any work that would result in a change if it meets the threshold for site plan review as defined in the municipal code of Asbury Park, Chapter 30. Regular maintenance and minor repair shall not require Planning Board review.
- F. Site plan review shall be conducted by the Planning Board pursuant to the regulations set forth in the Municipal Land Use Law (NJSA 40:55D-1 et. seq.).
- G. Any subdivision of lots and parcels of land within the Redevelopment Area shall be in accordance with this Plan's requirements and the Asbury Park Subdivision Ordinance.
- H. Interim uses may be permitted, subject to an agreement between the developers and the Planning Board that such uses will not have an adverse effect upon existing or

contemplated development during the interim use period. Interim uses must first be approved by the Planning Board, which may establish an interim use period of up to three (3) years in duration. The Planning Board may grant additional renewals of interim uses.

- I. Legally established non-conforming uses and structures may continue to function within the redevelopment area, however, that once redeveloped for a permitted use; no property may be returned to any use not expressly permitted in this Redevelopment Plan. And further provided that no non-conforming use or structure may be expanded or made more non-conforming in nature.
- J. The Planning Board may grant deviations from the regulations contained within this Redevelopment Plan, where, by reason of exceptional narrowness, shallowness or shape of a specific piece of property, or by reason of exceptional topographic conditions, pre-existing structures or physical features uniquely affecting a specific piece of property, the strict application of any area, yard, bulk or design objective or regulation adopted pursuant to this Redevelopment Plan, would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardship upon, the developer of such property. The Planning Board may also grant a deviation from the regulations contained within this Redevelopment Plan related to a specific piece of property where the purposes of this Redevelopment Plan would be advanced by such deviation from the strict application of the requirements of this Plan; and the benefits of granting the deviation would outweigh any detriments.

The Planning Board may grant exceptions or waivers from design standards. from the requirements for site plan or subdivision approval as may be reasonable and within the general purpose and intent of the provisions for site plan review and/or subdivision approval within this Plan, if the literal enforcement of one or more provisions of the plan is impracticable or would exact undue hardship because of peculiar conditions pertaining to the site. No deviations may be granted under the terms of this section unless such deviations can be granted without resulting in substantial detriment to the public good and will not substantially impair the intent and purpose of the Redevelopment Plan. No deviations may be granted which will result in permitting a use that is not a permitted use within this Redevelopment Plan. An application requesting a deviation from the requirements of this Redevelopment Plan shall provide public notice of such application in accordance with the public notice requirements set forth in NJSA 40:55D-12.a. & b.

- K. If any word, phrase, clause, section or provision of this Plan shall be found by a court of competent jurisdiction to be invalid, illegal or unconstitutional. such word, phrase. clause. section or provision shall be deemed severable and the remainder of the ordinance shall remain in full force and effect. •

Section VI. General Design and Land Use Standards and Requirements

The following standards and requirements shall apply to all parcels within the redevelopment zone.

- A. No junked motor vehicles, or parts thereof shall be permitted to be stored on any lot within the Area. Outdoor parking of vehicles that are inoperable or unregistered shall be prohibited.
- B. All utility distribution lines; utility service connections from such lines to the project area's individual uses; and utility appliances, regulators and metering devices shall be screened from street view. Metering devices shall be located so as to limit their visibility from the street &/or screened from view to the extent practical. Remote readers are preferred for all utilities, in lieu of external location of the actual metering devices. Developers are required to arrange for connections to public and private utilities.
- C. All fencing shall comply with Section 30-63 of Land Development Ordinance of the City of Asbury Park
- D. No Billboard shall be permitted on any property contained within the Plan Area. Existing billboards shall be considered non-conforming and shall be removed at the end of their useful life.
- E. No advertising shall be permitted on parking meters, light poles, or on benches or other street furniture within the public right-of-way.
- F. All corner buildings shall have windows on both street frontages.
- G. In all cases, due consideration shall be given to the screening of mechanical equipment. Mechanical equipment shall be screened from view from all directions and elevations to minimize the negative aesthetic impact upon the view from neighboring residential zones and from street level. Said screening shall be constructed in a manner that is pleasing to the eye and consistent with the surrounding architecture and neighborhood.
- H. Upon demolition of any existing structures, the site shall be graded; planted, sodded, paved and &/or developed in accordance with this Plan.
- I. All trash receptacles shall be adequately secured and enclosed.
- J. On-street parking of trucks, tractor-trailers, trailers of any type, and buses, mini-buses, jitneys, and any other commercial vehicle shall be prohibited.
- K. All commercial outdoor storage shall be prohibited. The storage, processing, separation, or transfer of garbage or waste materials shall be prohibited.

- L. No use or reuse shall be permitted, which produces toxic or noxious fumes, hazardous discharges, glare, electromagnetic disturbances, radiation, smoke, cinders, odors, dust or waste, undue noise or vibration, or other objectionable features that are detrimental to the public health, safety or general welfare, or that are damaging to the physical environment.

Section VII. Urban Design Objectives and Requirements

A. Building Design Objectives and Requirements

1. All structures within the project area shall be situated with proper consideration of their relationship to other buildings, both existing and proposed, in terms of light, air and usable open space, access to public rights of way and off-street parking, height and bulk. All units shall have a door that fronts the street.
2. Residential buildings within the project area should be designed utilizing the Community Design Regulations set forth in Section 30-69 of the Land Development Ordinance of the City of Asbury Park. The designs should be cognizant that the front facades do not create the appearance of a continuous row of garage doors along the street right of way. The use of stoops and porches, landscaping and traditional front yards is encouraged.
3. Groups of related buildings shall be designed to present a harmonious appearance in terms of architectural style and exterior materials. Buildings shall be designed so as to have an attractive, finished appearance when viewed from all vantage points within and outside the Area. Materials used for screening of mechanical equipment shall be harmonious with those used in the building's facade.

B. Landscaping and Lighting Objectives and Requirements

1. Landscaping shall be required for any part of any parcel not used for buildings, off-street parking and/or loading spaces. All proposed development shall include landscape plans indicating the location, size and quantity of the various species to be used. A minimum of twenty (20%) percent of any lot, site or parcel used for residential purposes must be landscaped area.
2. Parking lots for five (5) or more vehicles, shall provide a screen planting not less than five (5) feet wide along any street line and along all property lines except in those instances where a building intervenes or where the proposed planting may interfere with sight triangles. Said screening shall consist of balled and burlapped dense evergreen material that is a minimum of three (3) feet high at the time of planting, that is planted on a center that is consistent with the mature spread of the species planted.
3. Within the parking area, a minimum of one tree shall be planted for every 5 parking spaces. Landscaping shall be maintained with shrubs no higher than three (3) feet and trees with

branches no lower than ten (10) feet, and designed so that the landscaping is dispersed throughout the parking area.

4. Green space (trees, shrubs, flowers, etc.) shall be used as buffers and to accent entrances, arcades and sidewalks.
5. All plant material used must be able to withstand the urban environment. All screen planting, other than along the street line of parking areas, shall be a minimum of four (4) feet high and shall be planted, balled and burlapped as established by the American Association of Nurserymen. A planting schedule shall be provided by the developer and approved by the Planning Board.
6. Any landscaping which is not resistant to the urban environment or that dies within one (1) year of planting shall be replaced by the developer.
7. Trees shall be planted along curb lines of streets at a maximum of 40 foot on center or in groupings, in a regular pattern or spaced alternately on either side of streets, to further enhance the aesthetic quality of the pedestrian environment in the redevelopment area.
8. Lighting within each site shall sufficiently illuminate all areas, including those areas where buildings are setback or offset to prevent "dark comers".
9. All lighting sources must be adequately shielded to avoid any glare. The area of illumination shall have a fairly uniform pattern of at least one-half (0.5) foot-candles. All lighting shall be contained wholly within the subject property.
10. Lighting fixtures shall be in scale with the street and size of the project.

C. Circulation and Off-street Parking Objectives and Requirements

1. Sidewalk areas must be provided and shall be properly sized for the safe and convenient movement of pedestrians through and around the Area, taking into consideration the character of the adjoining land uses (i.e. residential, commercial. etc.).
2. Sidewalk areas shall be attractively landscaped and durably paved in conformance with Municipal standards and shall be provided with adequate lighting.
3. All required parking spaces must be a minimum of 9 feet wide by 18 feet deep, as measured from the curb stop, except for retail use. All aisles shall be a minimum of 24 feet wide.
4. Off-street parking and loading areas shall be coordinated with the public street system serving the project area in order to avoid conflicts with vehicular traffic and/or obstruction to pedestrian walkways and thoroughfares.
5. Front yard parking is prohibited throughout the Redevelopment Area The use of side

driveways and rear alleys to provide access to residential parking areas is encouraged.

6. Lighting shall be arranged and shielded to prevent the spillage of light off the premises and shall be in accordance with the lighting requirements of the Asbury Park Land Development Ordinance.
7. All required parking and loading areas shall be provided off-street. All such parking and loading areas shall be graded and paved with a durable dust free surface, adequately drained, and use poured in place concrete curbs or decorative curbing as approved by the Planning Board. All parking and loading areas shall be designed in accordance with the requirements of the Asbury Park Land Development Ordinance.
8. Parking and service areas shall be separated from streets. Access to said areas shall be clearly designated and arranged so as to avoid the backing in and out of vehicles onto the street right-of-way and to limit conflicts with pedestrian areas to the greatest extent possible.

D. Green Building Design

The protection of the natural environment is a key element to Asbury Park's overall redevelopment effort. Building projects in the S.T.A.R.S. Redevelopment Area should incorporate resource efficiency through green building design wherever feasible.

1. Solar panels, green roofs, storm water recharging systems and solar powered lighting are methods that could be used to increase resource efficiency.
2. The use of high efficiency fixtures can reduce energy consumption.
3. Specify building products with recycled content and that are manufactured regionally.
4. Specify energy star appliances to help reduce energy consumption.
5. Façade fenestration of at least 10 percent of surface area.

Section VIII. Specific Land Use Regulations

- A. Residential Redevelopment (R-R) Zone:** The purpose of this district is to establish a zone which will permit the orderly redevelopment of the Redevelopment Area as a stable residential community through the construction of a variety of types of low and density residential structures and the rehabilitation, conservation and maintenance of existing residential structures and compatible land uses.

1. Permitted Principal Uses and Structures
 - a. Detached Single and Two-Family Dwellings
 - b. Semi-Attached Single Family and Two-Family Dwellings
 - c. Single-Family and Two-Family Townhouses
 - d. Municipal Facilities: such as public schools, parks, and playgrounds
2. Permitted Accessory Uses and Structures
 - a. Garages for the storage of motor vehicles or noncommercial property
 - b. Any other structure which is clearly incidental to the principal residential use of the

- premises
- c. Personal recreational facilities such as swimming pools, basketball hoops, etc., subject to the requirements of this chapter
 - d. Minor Home Occupations (*Pursuant to the definition set forth in Land Development Ordinance of the City of Asbury Park*)
 - e. Driveways for the parking of personal vehicles, subject to the provisions of the City of Asbury Park Land Development Ordinance.
3. Permitted Conditional Uses:
Pursuant to 30-76.3 of the Land Development Ordinance of the City of Asbury Park
- a. Houses of Worship
 - b. Major Home Occupations
4. Bulk Requirements for Development:
- a. Any lot located within the STARS R-R zone shall conform to the standards set forth in the following chart:

	Detached Single Family	Detached Two Family	Semi-attached 1 & 2 Family	Townhomes (one per lot)
Minimum Lot Area	Existing	3200 sf	3000 sf	2500 sf
Minimum Lot Width	Existing	32 feet	28 feet	20 Feet
Minimum Lot Depth	Existing	100 feet	100 feet	100 Feet
Minimum Front Yard Setback	10 Feet	10 Feet	10 Feet	10 Feet
Minimum Side Yard Setback	3 Feet	3 Feet One Side, 8 Feet Combined	6 Feet on Unattached Side	6 Feet at End of Row
Minimum Rear Yard Setback	25 Feet for lots 100 feet or greater in depth; 25% of lot depth for lots less than 100 feet in depth	25 Feet	25 feet	25 feet
Maximum Building Coverage	50%	50%	50%	50%
Maximum Height				
Principal Structure	Two and a half (2.5) Stories; 35 feet	Two and a half (2.5) Stories; 35 feet	Two and a half (2.5) Stories; 35 feet	Two and a half (2.5) Stories; 35 feet
Accessory Structure	One (1) Story; 15 feet	One (1) Story; 15 feet	One (1) Story; 15 feet	One (1) Story; 15 feet

5. Miscellaneous Provisions:
- a. Open porches, decks and patios shall not be calculated as building coverage provided that at least the minimum landscape standards pursuant to Section VII.B. are met.
 - b. Front steps may intrude into the front yard setback area.
 - c. All yards shall be of sufficient size and arrangement to provide adequate air, light and open space; and meet all applicable building construction and fire codes for the proposed building and use.
6. Off-Street Parking Requirements
- a. All single-family residential dwellings: 2 spaces
 - b. All two-family residential dwellings: 3 spaces
 - c. All other land uses shall comply with the requirements of the Asbury Park Land Development Ordinance (parking)

7. Signage

Signage for all permitted uses within the Redevelopment Area shall conform to the provisions sets forth in the City of Asbury Park Land Development Ordinance, Chapter 30.

Section IX. Acquisition Plan

The S.T.A.R.S. Redevelopment Area is comprised of a compact and defined area within the City of Asbury Park. The Area is important to the community as an area of residential development compatible with the surrounding land uses, the Master Plan and the underlying zoning. Incompatible land uses, vacant land, dilapidated buildings and other impediments to proper development are encouraged to be removed in an orderly and planned manner.

No property acquisition utilizing the power of eminent domain is proposed under this plan. Redevelopment, rehabilitation, and property acquisition actions will be undertaken by private property owners without the use of eminent domain.

Section X. Relocation Plan

Redevelopment and rehabilitation actions will be undertaken by private property owners without the use of property acquisition by eminent domain. Therefore, no relocation assistance is necessary.

Section XI. Circulation Plan

Circulation within the Redevelopment Area will be improved through the reconstruction and/or repaving of the streets in the Redevelopment Area. New sidewalks and curbing will also be constructed within the Redevelopment Area improving pedestrian circulation in the Redevelopment Area and improving pedestrian safety. The provision of off-street parking for the new and redeveloped uses in the Redevelopment Area will also improve general circulation and traffic flow.

The streetscape will be enhanced by the addition of trees and pedestrian scale decorative lighting. It is also anticipated that all utilities will be constructed underground. The overall effect of these improvements is to enhance pedestrian safety, improve traffic circulation and improve the overall feel of the community.

Street modifications including the construction of a new street parallel to the municipal border with Neptune Township near the southern edge of the Redevelopment Area on the Block and Lots formerly known as Block 98, Lots 26 and 27 have been completed since the original implementation of this Redevelopment Plan. This construction has eliminated a dead-end street condition on Avenue A and has improved traffic circulation especially for emergency and public safety vehicles and equipment. It is recommended that Adams Street between Avenue A and Atkins Avenue should also be vacated and, if possible, the land be utilized to create two new lots, one fronting on Atkins avenue and one fronting on Avenue A.

Section XII. Inventory and Replacement of Affordable Housing Units

The STARS Redevelopment Area was designated by the Mayor and City Council on November 15, 1999, a date nine years prior to the effective date of P.L. 2008, c. 46. Thus, no inventory of affordable units was created at the time the redevelopment was designated.

The STARS Redevelopment Plan does not require the removal of any housing units, nor are any housing units identified to be removed as a result of implementation of the redevelopment plan, nor does the Plan permit the use of eminent domain to acquire property, so any potential loss of housing units would occur through market forces. Any existing housing units made non-conforming under the Plan may be continued provided that the non-conformity is not expanded, increased, or enlarged.

Section XIII. Provisions Necessary to Meet State and Local Requirements

In accordance with NJSA 40A:12A-1 et seq., Chapter 79, Laws of New Jersey 1992, known as "The Local Redevelopment and Housing Law", the following statements are made:

- A. The Plan herein has delineated a definite relationship to local objectives as to appropriate land uses, density of population, and improved traffic and public transportation, public utilities, recreation and community facilities and other public improvements.
- B. The Plan has laid out various strategies to be implemented in order to carry out the objectives of this plan.
- C. The Plan has given proposed land uses and building requirements for the redevelopment area.
- D. The Acquisition Plan (Section IX), indicates property to be acquired via the private market and no eminent domain powers shall be executed under this Plan.
- E. The Plan is in compliance with the City of Asbury Park Master Plan and The Master Plan of the County of Monmouth and is not contrary to the goals and objectives of these Master Plans. The Plan is also generally consistent with both the Land-use Plan and development pattern of the Township of Neptune. The location of the proposed residential land uses is consistent with the historic development patterns of the overall area. The Plan complies with the goals and objectives of the New Jersey Development and Redevelopment Plan in that this Plan and the State's plan both recognize the need to redevelop urban land.
- F. This Redevelopment Plan shall supersede all provisions of the City of Asbury Park Land Development Ordinance that are specifically addressed herein. Any zoning related question that is not addressed herein shall refer to the City of Asbury Park Land Development Ordinance for clarification. No variance from the requirements herein shall be cognizable by the Zoning Board of Adjustment. The Planning Board alone shall have the authority to grant deviations from the requirements of this plan, as provided herein. Upon final adoption of this Plan by the Municipal Council of City of Asbury Park, the City of Asbury Park Zoning Map shall be amended to rezone the area covered by this Plan as the

S.T.A.R.S. Redevelopment Area, and all underlying zoning will be voided.

Section XIV Procedures for Amending the Redevelopment Plan

- A. This Plan may be amended from time to time upon compliance with the requirements of law. A fee of three thousand dollars (\$3,000), plus all costs for copying and transcripts shall be payable to the City of Asbury Park for any request to amend this Plan.
- B. No amendment to this Plan shall be approved without a review by the Planning Board, and a public hearing and adoption by Municipal Council. A copy of any proposed change to the Plan shall be filed with the Office of the City Clerk.

Section XV. Duration of This Plan

The provisions of this plan specifying the redevelopment of the project area and the requirements and restrictions with respect thereto shall be in effect for a period of twenty (20) years from the original date of approval of this Plan by the Asbury Park Municipal Council. Subsequent amendments hereto shall not alter or extend this period of duration, unless specifically extended by such amendments.

Section XVI. Definitions

Definitions contained herein shall prevail within the Redevelopment Area. For definitions not contained herein, the definitions contained in the City of Asbury Park Land Development Ordinance shall prevail.

ALLEY: A public thoroughfare which affords only a secondary means of access to an abutting property. An alley providing access to residential parking areas shall have a right of way of twenty-two (22) feet in width and a cart way of at least eighteen (18) feet; and need not provide sidewalks or other exclusively pedestrian walkways within its right of way. New alleys in the redevelopment area are privately owned and maintained.

DISTRICT: Zone

INFILL HOUSING: The construction of a housing unit that resembles in proportion scale, height, style and bulk the adjacent dwelling units.

JUNKYARD: Any area, lot, land, parcel, building, or structure, or part thereof, used for the storage, collection, processing, purchase, sale, salvage, or disposal of junk. Any site with two or more unregistered vehicles shall constitute a junkyard. (Also known as - Salvage Yard)

SEMI-ATTACHED HOME: A one-family or two-family residential structure attached to another one-family or two-family structure along one side wall, on adjoining lots, each being separated from the adjoining one-family or two-family residential structure by a party wall extending from the basement or cellar to or through the roof, with separate entrances for each unit or structure.

STRATEGIC TARGET AREA

REBUILDING SPIRIT

S.T.A.R.S

REDEVELOPMENT

PLAN

as recommended by the

Planning Board

of the

City of Asbury Park

June 19, 2000

City of Asbury Park

Kenneth Butch Saunders, Mayor
John J. Hamilton, Deputy Mayor
Wilbert C. Russell, City Manager

Council Members:

James J. Condos
Louis. L. Murray
Sheila C. Solomon

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CITY OF ASBURY PARK STRATEGIC TARGET AREA REBUILDING SPIRIT (S.T.A.R.S.) REDEVELOPMENT PLAN

I. INTRODUCTION

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The setting for the S.T.A.R.S. Redevelopment Plan is an area consisting of all or part of 12 Tax Blocks in the southwest section of Asbury Park. It is bordered on two sides by the City's border with Neptune Township.

The S.T.A.R.S. Redevelopment Plan (the Plan) will regulate development within the S.T.A.R.S. Study Area (the Study Area). The Study Area is primarily comprised of residential land uses, some of which are vacant &/or dilapidated while others range from poor to fair condition; vacant land; several institutional uses, especially on Springwood Avenue; and a few remaining commercial uses along Springwood Avenue.

The Study Area had historically developed as an area of predominantly single-family homes, with a commercial corridor along Springwood Avenue. Over time, the Area declined as has occurred in many older urban areas in the northeast portion of the country. The conditions of many properties, both in the commercial and residential sections of the Study Area, declined to the point where buildings were demolished. Currently, there are about six dozen vacant properties in the Study Area. Over two dozen additional buildings are either vacant or in dilapidated conditions within the Study Area.

Today, the Study Area and the surrounding area, are zoned for residential purposes. The Springwood Avenue corridor is zoned NC, Neighborhood Commercial. The dominant zoning classification in the residential areas is R-1A Single Family Attached Residential.

The Study Area has excellent access to both passenger car and mass transit networks. Springwood Avenue is a two-way street that runs east and west, and intersects with Route 35 to the west and Main Street to the east. Most north south streets in the Study Area interconnect with the local street network in Asbury Park. The Study Area is located within about a quarter mile from the New Jersey Transit train station on Main Street in Asbury Park. The James Howard bus terminal is also located adjacent to the train station where Springwood Avenue meets Main Street.

Given the area's location, transportation access, proximity to Main Street and historical development pattern; it is reasonable to expect that this area would have a greater degree development potential than it is currently exhibiting. The purpose of the Plan is to provide a comprehensive development plan that will allow and encourage the redevelopment of this area in a manner that is consistent with the Master Plan, underlying Zoning and the character of the area; such that the area will once again contribute to the well-being of the community and the City of Asbury Park in general.

II. **BOUNDARIES** - The boundary of the Redevelopment Area is depicted on Map 2.

The S.T.A.R.S. Study Area consists of Tax Lots found on all or part of 12 Tax Blocks in the southwest section of Asbury Park. The Block Numbers for these Tax Blocks are 85, 87, 89, 92, 93, 94, 95, 96, 97, 98, 99 & 100. The following are the Lot Numbers on each of the Blocks which are to be included in the Study Area.

Block - 85, Lots: 1 and 33 through 38 inclusive.

Block - 87. Lots: 1, 2 and 24 through 33 inclusive.

Block - 89, Lots: 1 through 5 inclusive.

Block - 92, Lots: 1.01, 1.02, 2, 3 & 4.

Block - 93 Lots: 1, 2 & 3.

Block - 94 Lots: All Lots. Block - 95 Lots: All Lots Block

- 96 Lots: All Lots. Block - 97 Lots: All Lots Block- 98

Lots: All Lots. Block - 99 Lots: All Lots Block- 100 Lots:

All Lots

III. **REDEVELOPMENT OBJECTIVES**

- A. The planning and development of the redevelopment area as a primarily residential development compatible with the surrounding neighborhood.
- B. Allow for the development of commercial facilities along Springwood Avenue consistent with the development pattern in the area and recognizing the high volume of traffic along this major corridor.
- C. To provide for a variety of housing types both in the residential neighborhood and in conjunction with commercial redevelopment along Springwood Avenue.
- D. The elimination of substandard and dilapidated structures and the removal of blighting influences.
- E. The improvement of the functional and physical of the project area for the contemplated new development to provide for improved traffic and pedestrian circulation.
- F. To provide site improvements for the beautification of the Redevelopment Area and surrounding areas.

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IV. PROPOSED REDEVELOPMENT ACTIONS

It is proposed to substantially improve and upgrade the S.T.A.R.S. Study Area through a combination of redevelopment actions which will provide a uniform and consistent attack on blight within the Study Area by systematically removing blighting influences in an orderly manner, starting with those structures and properties most deleterious to the Area.

- A. Demolition of structures determined to be impediments to sound and comprehensive redevelopment, starting with those most dilapidated.
- B. The rehabilitation and/or re-use of sound structures during the phased redevelopment of the Study Area.
- C. The consolidation and re-subdivision of land within the Study Area into suitable parcels for development.
- D. Provision for a full range of public infrastructure necessary to service and support the new development.
- E. Construction of new structures and complimentary facilities that are consistent with the land use pattern in the surrounding area.

V. GENERAL ADMINISTRATIVE PROVISIONS AND PROCEDURES

The following provisions shall apply to all property located within the S.T.A.R.S. Study Area Redevelopment Area.

All definitions contained within the glossary of this Plan shall prevail. In the absence of a definition, the definition found within the Asbury Park Land Development Ordinance shall prevail.

All development shall be in accordance with the zone guidelines, standards, and requirements of this Redevelopment Plan and the Proposed Land Use Map.

The regulations and controls in this section may be implemented, where applicable, by appropriate covenants, or other provisions, or through agreements for land disposition and conveyances executed thereto.

No building or structure shall be constructed over public rights-of-way or easements, without the prior, written approval of the Municipal Engineer and Site Plan approval by the Planning Board. No building or structure shall be constructed in the bed of a mapped street unless such street has been vacated by an act of the Municipal Council and the Site Plan has been approved by the Planning Board.

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Prior to the commencement of: a) any exterior construction, reconstruction, and/or rehabilitation of any existing structure. (b) construction of any new structure, or (c) any change in the use of any structure or parcel; a site plan for such shall be submitted by the developer or property owner to the Planning Board for review, so that compliance of such plans with this Plan can be determined. No Building Permit shall be issued for any work that would result in a change of use, or in a change in intensity of use, for any premises within the Area, without prior review and approval of such work by the Planning Board. Regular maintenance and minor repair shall not require Planning Board review.

Commented [MA9]: Language changed so that the review threshold is the same as in the zoning ordinance.

The provisions of this plan specifying the redevelopment of the project area and the requirements and restrictions with respect thereto shall be in effect for a period of twenty (20) years from the original date of approval of this Plan by the Asbury Park Municipal Council. Subsequent amendments hereto shall not alter or extend this period of duration, unless specifically extended by such amendments.

Site plan review shall be conducted by the Planning Board pursuant to NJSA 40:55D-1 et. seq.

Any subdivision of lots and parcels of land within the Redevelopment Area shall be in accordance with this Plan's requirements and the Asbury Park Subdivision Ordinance.

Interim uses may be permitted, subject to an agreement between the developers and the Planning Board that such uses will not have an adverse effect upon existing or contemplated development during the interim use period. Interim uses must first be approved by the Planning Board, which may establish an interim use period of up to three (3) years in duration. The Planning Board may grant additional renewals of interim uses.

Non-conforming uses and structures may continue to function within the redevelopment area during the phased redevelopment of the Area Provided, however, that once redeveloped for a permitted use; no property may be returned to any use not expressly permitted in this Redevelopment Plan. And further provided that no non-conforming use or structure may be expanded or made more non-conforming in nature.

The Planning Board may grant deviations from the regulations contained within this Redevelopment Plan, where, by reason of exceptional narrowness, shallowness or shape of a specific piece of property, or by reason of exceptional topographic conditions, pre-existing structures or physical features uniquely effecting a specific piece of property, the strict application of any area, yard, bulk or design objective or regulation adopted pursuant to this Redevelopment Plan, would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardship upon, the developer of such property. The Planning Board may also grant a deviation from the regulations contained within this Redevelopment Plan related to a specific piece of property where the purposes of this Redevelopment Plan would be advanced by such deviation from the strict application of the requirements of this Plan; and the benefits of granting the deviation would outweigh any detriments.

The Planning Board may grant exceptions or waivers from design standards. from the

requirements for site plan or subdivision approval as may be reasonable and within the general purpose and intent of the provisions for site plan review and/or subdivision approval within this Plan, if the literal enforcement of one or more provisions of the plan is impracticable or would exact undue hardship because of peculiar conditions pertaining to the site. No deviations may be granted under the terms of this section unless such deviations can be granted without resulting in substantial detriment to the public good and will not substantially impair the intent and purpose of the Redevelopment Plan. No deviations may be granted which will result in permitting a use that is not a permitted use within this Redevelopment Plan. An application requesting a deviation from the requirements of this Redevelopment Plan shall provide public notice of such application in accordance with the public notice requirements set forth in NJSA 40:55D-12.a. & b.

If any word, phrase, clause, section or provision of this Plan shall be found by a court of competent jurisdiction to be invalid, illegal or unconstitutional, such word, phrase, clause, section or provision shall be deemed severable and the remainder of the ordinance shall remain in full force and effect.

VI. GENERAL DESIGN AND LAND USE STANDARDS AND REQUIREMENTS

The following standards and requirements shall apply to all zones.

- A. No junked motor vehicles, or parts thereof shall be permitted to be stored on any lot within the Area. Outdoor parking of vehicles that are inoperable or unregistered shall be prohibited.
- B. All utility distribution lines; utility service connections from such lines to the project area's individual uses; and utility appliances, regulators and metering devices shall be located underground or within enclosed structures. Metering devices shall be located so as to limit their visibility from the street &/or screened from view to the extent practical. Remote readers are preferred for all utilities, in lieu of external location of the actual metering devices. Developers are required to arrange for connections to public and private utilities.
- C. Chain link fencing shall be prohibited along all street frontages within the Area, except during construction. Tubular steel, "wrought iron", or other ornamental type fences will be permitted in such areas. Wooden board-on-board, picket fences or other types of fences maybe permitted where the sides of properties adjoin street rights of way and/or where visual screening is appropriate, subject to review and approval by the Planning Board. Chain link fencing may be used along interior lot lines or along alleys subject to review and approval by the Planning Board. Chain link fencing for construction shall be dismantled and removed prior to the issuance of a Certificate of Occupancy.
- D. No Billboard shall be permitted on any property contained within the Plan Area. Existing billboards shall be considered non-conforming and shall be removed at the end of their useful life. The useful life of a billboard shall extend no more than five years beyond the date of adoption of this redevelopment plan.

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- E. No free-standing signs shall be permitted, except for temporary real estate signs and construction signs in conformance with the district signage requirements of this Plan. No signage shall be permitted within the Plan Area that includes flashing, blinking or otherwise animated lights and/or parts, spinners, pennants, reflective materials that sparkle or twinkle and/or similar materials; except for seasonal holiday decorations.
- F. No advertising shall be permitted on parking meters, light poles, or on benches or other street furniture within the public right-of-way.
- G. All corner buildings shall have windows on both street frontages.
- H. All parts and components of cellular phone antennas, satellite dishes, and television and radio antennas shall be screened from view from all directions and elevations on existing or planned structures, or shall be disguised within the architecture of a structure. Said screening shall be constructed in a manner that is pleasing to the eye and consistent with the surrounding architecture. In all cases, creative placement of said equipment is strongly encouraged in order to minimize the need for screening.
- I. In all cases, due consideration shall be given to the screening of rooftop mechanical equipment. Rooftop mechanical equipment shall be screened from view from all directions and elevations to minimize the negative aesthetic impact upon the view from neighboring residential zones and from street level. Said screening shall be constructed in a manner that is pleasing to the eye and consistent with the surrounding architecture.
- J. Upon demolition of any existing structures, the site shall be graded; planted, sodded, paved and &/or developed in accordance with this Plan.
- K. All trash receptacles shall be adequately secured and enclosed. All exterior dumpsters shall be encompassed by opaque perimeter screening that is greater in height than the height of the dumpster.
- L. On-street parking of trucks, tractor-trailers, trailers of any type, and buses, mini-buses and jitneys shall be prohibited.
- M. All outdoor storage shall be prohibited. The storage, processing, separation, or transfer of garbage or waste materials shall be prohibited.
- N. No use or reuse shall be permitted, which produces toxic or noxious fumes, hazardous discharges, glare, electromagnetic disturbances, radiation, smoke, cinders, odors, dust or waste, undue noise or vibration, or other objectionable features that are detrimental to the public health, safety or general welfare, or that are damaging to the physical environment.

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VII. URBAN DESIGN OBJECTIVES AND REQUIREMENTS

A. Building Design Objectives and Requirements

1. All structures within the project area shall be situated with proper consideration of their relationship to other buildings, both existing and proposed, in terms of light, air and usable open space, access to public rights of way and off-street parking, height and bulk.
2. To the greatest extent possible, buildings should be oriented toward the street so as to contribute to the overall liveliness of the pedestrian environment. Commercial activities should be oriented to the pedestrian environment along Springwood Avenue. All commercial buildings shall have at least one pedestrian access on Springwood Avenue.
3. Residential buildings within the project area should be designed such that the front facades do not create the appearance of a continuous row of garage doors along the street right of way. The use of stoops and porches, landscaping and traditional front yards is encouraged.
4. **Commercial** buildings within the project area shall be designed such that the front facades provide visual interest through the use of architectural elements such as window bays, cornices, pilasters, etc. and do not create the effect of a blank wall along the street frontage. The street level facade of stores in such buildings should be designed as traditional style storefronts containing windows that are transparent between the height of three (3) feet and eight (8) feet. Back and side facades should contribute to the scale and appeal of the building by incorporating features characteristic to the front facade. All building facades that face on a public street shall comply with the requirements of the primary facade.
5. Signs should be designed to complement the buildings architecture. Natural materials are **preferred** over plastic signs. Lettering should be kept simple and clear and complement the style of the building. External illumination is preferred over internally lit signs. Illumination of all signs should be designed so as to avoid glare. Bright multi-color signs should be avoided, not more than three colors are preferred.
6. Groups of related buildings shall be designed to present a harmonious appearance in terms of architectural style and exterior materials. Buildings shall be designed so as to have an attractive, finished appearance when viewed from all vantage points within and outside the Area. Materials used for screening of rooftop mechanical equipment shall be harmonious with those used in the building's facade.

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B. Landscaping and Lighting Objectives and Requirements

1. Landscaping shall be required for any part of any parcel not used for buildings, off-street parking and/or loading spaces. All proposed site plans shall include landscape plans indicating the location, size and quantity of the various species to be used. A minimum of ten (10%) percent of any lot, site or parcel used for commercial purposes must be landscaped area; and a minimum of twenty (20%) percent of any lot, site or parcel used for residential purposes must be landscaped area.
2. Parking lots for five (5) or more vehicles, and all loading areas, shall provide a screen planting not less than five (5) feet wide along any street line and along all property lines except in those instances where a building intervenes or where the proposed planting may interfere with sight triangles. Said screening shall consist of balled and burlapped dense evergreen material that is a minimum of three (3) feet high at the time of planting, that is planted on a center that is consistent with the mature spread of the species planted.
3. Within the parking area, a minimum of one tree shall be planted for every 5 parking spaces. Landscaping shall be maintained with shrubs no higher than three (3) feet and trees with branches no lower than ten (10) feet, and designed so that the landscaping is dispersed throughout the parking area.
4. Green space (trees, shrubs, flowers, etc.) shall be used as buffers and to accent entrances, arcades and sidewalks.
5. All plant material used must be able to withstand the urban environment. All screen planting, other than along the street line of parking areas, shall be a minimum of four (4) feet high and shall be planted, balled and burlapped as established by the American Association of Nurserymen. A planting schedule shall be provided by the developer and approved by the Planning Board.
6. Any landscaping which is not resistant to the urban environment or that dies within one (1) year of planting shall be replaced by the developer.
7. Trees shall be planted along curb lines of streets at a maximum of 40 foot on center or in groupings, in a regular pattern or spaced alternately on either side of streets, to further enhance the aesthetic quality of the pedestrian environment in the redevelopment area.
8. Lighting within each site shall sufficiently illuminate all areas, including those areas where buildings are setback or offset to prevent "dark corners".
9. All lighting sources must be adequately shielded to avoid any glare. The area of illumination shall have a fairly uniform pattern of at least one-half (0.5) foot-candles.
10. Lighting fixtures shall be in scale with the street and size of the project.

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C. Circulation and Off-street Parking Objectives and Requirements

1. Sidewalk areas must be provided and shall be properly sized for the safe and convenient movement of pedestrians through and around the Area, taking into consideration the character of the adjoining land uses (i.e. residential, commercial. etc.).
2. Sidewalk areas shall be attractively landscaped and durably paved in conformance with Municipal standards and shall be provided with adequate lighting. Decorative paving materials and pedestrian scale lighting is encouraged.
3. Dead end streets should be avoided to allow for the smooth flow of local traffic and improved access for emergency & safety vehicles; but should seek to limit through vehicular traffic in the Redevelopment Area to the greatest extent possible, except on Springwood Avenue and Ridge Avenue.
4. All required parking spaces must be a minimum of 9 feet wide by 18 feet deep, as measured from the curb stop, except for retail use. All aisles shall be a minimum of 24 feet wide.
5. Off-street parking and loading areas shall be coordinated with the public street system serving the project area in order to avoid conflicts with vehicular traffic and/or obstruction to pedestrian walkways and thoroughfares.
6. All ingress and egress to parking and loading areas serving commercial uses along Springwood Avenue shall be located so as to minimize conflicts with residential properties in terms of traffic, noise, lighting, headlight glare, and etceteras.
7. Front yard parking is prohibited throughout the Redevelopment Area The use of side driveways and rear alleys to provide access to residential parking areas is encouraged.
8. There shall be no residential driveways or direct access to residential parking areas or garages from Springwood Avenue. Access to parking serving any residential uses located along Springwood Avenue must be from the side streets or an alley.
9. Lighting used to illuminate off-street parking and loading areas shall be arranged and shielded to prevent the spillage of light off the premises and shall be in accordance with the lighting requirements of the Asbury Park Land Development Ordinance.
10. All required parking and loading areas shall be provided off-street. All such parking and loading areas shall be graded and paved with a durable dust free surface, adequately drained, and use poured in place concrete curbs or decorative curbing as approved by the Planning Board. All parking and loading areas shall be designed in accordance with the requirements of the Asbury Park Land Development Ordinance.

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11. Parking and service areas shall be separated from streets. Access to said areas shall be clearly designated and arranged so as to avoid the backing in and out of vehicles onto the street right-of-way and to limit conflicts with pedestrian areas to the greatest extent possible.

VIII. SPECIFIC LAND USE REGULATIONS

- A. **Residential Redevelopment Zone** The purpose of this district is to establish a zone which will permit the orderly redevelopment of the Study Area as a stable residential community through the construction of a variety of types of low and medium density residential structures and the rehabilitation, conservation and maintenance of existing residential structures and compatible land uses.
1. Permitted Principal Uses and Structures:
 - a. Detached Single Family and Two-Family Homes.
 - b. Attached Single Family and Two-Family Homes.
 - c. Single Family and Two-family Townhouses.
 - d. Houses of Worship.
 - e. Municipal Facilities: such as public schools, parks and playgrounds.
 2. Permitted Accessory Uses and Structures:
 - a. Off-street parking, including private garages.
 - b. Sheds, fences and walls.
 - c. Swimming pools.
 - d. Home occupations.
 - e. Schools, day care centers, recreation facilities and other uses customarily associated with Houses of Worship.
 3. Intensity of Development - Residential Land Uses*

*** Note - Houses of Worship, Municipal Facilities and permitted principal and accessory land uses in this zone, other than residential uses, shall comply with the appropriate regulations as found in the City of Asbury Park Land Development Ordinance.**

 - a. Maximum Height: Principal Structures- three (3) stories; thirty-five (35) feet Accessory Structures- one (1) story; fifteen (15) feet
 - b. Maximum Building Coverage: Principal Structures - Forty-five (45%) percent
Accessory Structures - Fifteen (15%) percent

Open porches, decks and patios shall not be calculated as building coverage, provided that at least the minimum landscape standards pursuant to section VII. B. are met.

Commented [MA25]: Amended to 2.5 stories which consistent with neighborhood architecture.

Commented [MS26]: Separate coverage for accessory structures removed for one coverage for all structure requirements are contained within one table.

c. Minimum Setbacks:

	Detached Homes	Attached Homes	Townhouses
i. Front Yard:	10 feet	10 feet	10 feet
ii. Rear Yard:	25 feet	25 feet	25 feet
iii Side Yard:	5 feet to one lot line 8 feet for both	6 feet on unattached side	6 feet at end of row 10 feet to street line

- d. All yards shall be of sufficient size and arrangement to provide adequate air, light and open space; and meet all applicable building construction and fire codes for the proposed building and use.

e. Lot Size:

	Detached & Attached Homes	Townhouses
i. Minimum width:	50 feet	24 feet
ii. Minimum depth:	100 feet	100 feet
iii Minimum area:	5,000 square feet	2,400 square feet

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Note: Where alleys are located adjacent to a development lot to provide access to off-street parking, one-half of the width of said alley may be included with the adjacent lot in calculating the required lot width, depth and area.

4. Minimum Off-Street Parking Requirements:

- All single-family residential structures 2 spaces*
- All two-family residential structures 3 spaces*
- *except that when parking is provided at the rear or side of a structure such that the curb at the front of the building is available for on street parking, only one space per unit will be required.
- Home Occupations shall provide at least one (1) additional parking space
- All other land uses shall comply with the requirements of the Asbury Park Land Development Ordinance.

5. Permitted Signage:

Houses of Worship, Schools, Municipal Facilities, Etc. shall comply with the requirements of the Asbury Park Land Development Ordinance.

Home Occupation - One sign not to exceed two (2) square feet, which must be compatible with the residential character, color scheme and design of the principal structure. No plastic or similar material back-lit signs are permitted.

No other signs are permitted within the residential district except for the following temporary signs.

- (a) Real estate signs subject to the following regulations: No such sign shall exceed six (6) square feet, all signs shall be attached to the premises to which they apply, and no person, including the real estate agent or employee, shall exhibit more than one (1) such sign per premise to which it applies.
- (b) Construction signs subject to the following regulations: Temporary construction signs shall not exceed twenty-four (24) square feet; no person shall exhibit more than one (1) such sign per premise, advertising the name of the building or project, general contractor, subcontractor, financing institution, public agencies and officials, and professional personnel; and such signs shall only be permitted beginning with the issuance of a building permit and terminating with the issuance of a certificate of occupancy for the building or project.

- B. **Neighborhood Commercial Zone** The purpose of this district is to establish a zone which will permit the construction of commercial uses, mixed use neighborhood commercial/residential structures &/or additional residential uses; along with other compatible land uses. It is the intent to create a viable and active commercial district that will serve the surrounding community and also to accommodate the construction of additional housing types such as apartments over commercial ground floors.

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1. Permitted Principal Uses and Structures:
 - a. All uses and structures permitted in the Residential Zone of this plan.
 - b. Neighborhood Retail on ground floor only.
2. Permitted Accessory Uses and Structures:
 - a. All uses and structures permitted in the Residential Zone of this plan.
 - b. Dumpsters and dumpster enclosures.
 - c. Residential Apartments over ground floor Neighborhood Retail as part of a mixed-use structure, provided that the maximum density of said residential units does not exceed 40 units per acre.
3. Intensity of Development:
 - a. Maximum Height: For uses permitted in the Residential Zone, see the Residential Zone requirements.

Commercial/:	Principal Structures- three (3) stories; thirty-five (35) feet
Mixed-Use	Accessory Structures- one (1) story; fifteen (15) feet
 - b. Maximum Coverage: For uses permitted in the Residential Zone, see the Residential Zone requirements.

Commercial/:	Principal Structures: fifty (50%) percent
Mixed-Use	Accessory Structures: ten (10%)percent

- c. Minimum Setbacks: For uses permitted in the Residential Zone, see the Residential Zone requirements.

Commercial/ Mixed-Use:

- 1. Front: None
- 11. Side: None or five (5) feet
- u1. Rear: Thirty (30) feet
- iv. All yards shall be of sufficient size and arrangement to provide adequate air, light and open space; and meet all applicable building construction and fire codes for the proposed building and use.

d. Lot Size:	Commercial Structures	For Residential Zone Uses
i. Minimum width:	50 feet	see Residential Zone
ii. Minimum depth:	100 feet	see Residential Zone
iii Minimum area:	5,000 square feet	see Residential Zone

4. Buffers: Commercial uses shall provide a buffer along any property line shared with a property containing a residential use or proposed for residential development. Said buffer shall be at least fifteen (15) feet wide; with a six (6) foot high board on board fence, or approved equivalent fence, constructed along the property line. The buffer strip shall be planted with dense evergreen trees not less than six (6) feet tall at the time of planting and spaced not more than ten (10) feet on center; along with flowering deciduous and broad leaf plant material in order to create a visual barrier and aesthetically appealing appearance.
5. Minimum Off-Street Parking Requirements:
- For uses permitted in the Residential Zone, see the Residential Zone requirements.
Commercial Uses: 1 space per 300 square feet
6. Loading Requirements: The appropriate regulations of the City of Asbury Park Land Development Ordinance shall apply.
7. Permitted Signage: for signs permitted in the Residential Zone, the requirements of that zone shall apply including Real estate and Construction signs.
- Commercial Uses: The appropriate regulations of the City of Asbury Park Land Development Ordinance shall apply. No freestanding signs shall be permitted.

IX. ACQUISITION PLAN

The S.T.A.R.S. Redevelopment Area is comprised of a compact and defined area within the City of Asbury Park. The Area is important to the community as an area of residential and commercial development compatible with the surrounding land uses, the Master Plan and the underlying zoning. Incompatible land uses, vacant land, dilapidated buildings and other impediments to proper development must be removed in an orderly, planned and phased manner.

The redevelopment of the Study Area has been divided into three phases. The first phase will include Blocks 98, 99 and 100; ie the areas adjacent to Borden Avenue, Avenue A and Atkins Avenue. It is proposed that a new elementary school, early learning center and an urban park be the gateway to the redeveloped neighborhood area. Residential redevelopment is also proposed for the southern portion of this phase. Therefore, all properties within Phase I, ie all tax lots on Blocks 98, 99 and 100 are to be acquired.

The second and third phases of the redevelopment will include additional blocks moving from east to west through the Study Area. Acquisition in these phases will be more selective. Many properties will be acquired, especially vacant land and dilapidated and vacant structures. Other properties containing sound, well maintained compatible structures and land uses will not be acquired. At this time the specific properties to be acquired in these later phases have not yet been determined. Therefore, this acquisition plan will have to be amended pursuant to the requirements of law at a later date, as Phase I proceeds and when the plans for Phases II and III have been more fully developed.

X. RELOCATION PLAN

There is expected to be some, but not a great deal of, relocation of persons or businesses to fully implement the Redevelopment Plan. This is the result of the high proportion of vacant and/or underutilized land within the study area. Any relocation of affected persons or businesses that should become necessary will receive the careful attention of local officials. All persons and businesses to be relocated will be interviewed to determine their housing, occupancy and/or relocation needs. Assistance will be provided in locating suitable relocation opportunities, and be conducted in accordance with the requirements of all applicable Federal, State and Local laws.

Phase I relocation will consist of approximately 36 residents. Relocation assistance will be made available to families for approximately 12 months. At the end of the approximate 12-month period, the relocated families will be offered the opportunity to purchase homes in the newly redeveloped neighborhood. Because of the limited number of residents to be relocated, it is estimated that there will be sufficient availability of residential units within the City of Asbury Park to absorb the relocated residents. Relocation related to Springwood Avenue acquisition between Atkins Avenue and Borden Avenue for the new elementary school, early childhood learning center and the urban park consists of two residential parcels and three commercial parcels. This Relocation Plan will be amended pursuant to the requirements of law to include more specific Phase II and III relocation plans when the Acquisition Plan for these phases is developed.

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XI CIRCULATION PLAN

The existing conditions within the Study Area include dead end streets in poor condition, including Avenue A and DeWitt Avenue. Many sidewalks are in poor condition, streetscape amenities are minimal to none and lighting is poor. These conditions affect the public safety in that emergency vehicles and equipment have poor access to certain portions of the Study Area and there is poor traffic flow within the area.

Circulation within the Study Area will be improved through the reconstruction and/or repaving of the streets in the Study Area. New sidewalks and curbing will also be constructed within the Study Area improving pedestrian circulation in the Study Area and improving pedestrian safety. The provision of off-street parking for the new and redeveloped uses in the Study Area will also improve general circulation and traffic flow.

The streetscape will be enhanced by the addition of trees and pedestrian scale decorative lighting. It is also anticipated that all utilities will be constructed underground. The overall affect of these improvements is to enhance pedestrian safety, improve traffic circulation and improve the overall feel of the community.

Street modifications include the closing of Avenue A to improve the size of residential lots to accommodate off-street parking and to eliminate this dead-end street. Adams Street will be extended and a new street will be constructed parallel to the municipal border with Neptune Township near the southern edge of the Study Area. These improvements will reduce the span of the extremely long blocks in the Study Area, eliminate the dead-end street condition on DeWitt Avenue and generally improve traffic circulation in the Study Area, especially for emergency and public safety vehicles and equipment. These improvements should also serve to help tie the neighborhood together by encouraging pedestrian movement within the neighborhood and removing factors which tend to isolate certain blocks from other portions of the neighborhood.

XII. OTHER PROVISIONS TO MEET STATE AND LOCAL REQUIREMENTS

In accordance with NJSA 40A:12A-1 et seq., Chapter 79, Laws of New Jersey 1992, known as "The Local Redevelopment and Housing Law", the following statements are made:

- A. The Plan herein has delineated a definite relationship to local objectives as to appropriate land uses, density of population, and improved traffic and public transportation, public utilities, recreation and community facilities and other public improvements.
- B. The Plan has laid out various strategies to be implemented in order to carry out the objectives of this plan.
- C. The Plan has given proposed land uses and building requirements for the redevelopment area.
- D. The Acquisition Plan (Section IX), indicates property to be acquire in accordance with this Plan.
- E. The Plan is in compliance with the City of Asbury Park Master Plan. The Master Plan of the County of Monmouth and is not contrary to the goals and objectives of these Master Plans. The Plan is also generally consistent with both the Land-use Plan and development pattern of the Township of Neptune. The location of the proposed residential and commercial land uses is consistent with the historic development patterns of the overall area. The Plan complies with the goals and objectives of the New Jersey Development and Redevelopment Plan in that this Plan and the State's plan both recognize the need to redevelop urban land.
- F. This Redevelopment Plan shall supersede all provisions of the City of Asbury Park Land Development Ordinance that are specifically addressed herein. Any zoning related question that is not addressed herein shall refer to the City of Asbury Park Land Development Ordinance for clarification. No variance from the requirements herein shall be cognizable by the Zoning Board of Adjustment. The Planning Board alone shall have the authority to grant deviations from the requirements of this plan, as provided herein. Upon final adoption of this Plan by the Municipal Council of City of Asbury Park, the City of Asbury Park Zoning Map shall be amended to rezone the area covered by this Plan as the S.T.A.R.S. Redevelopment Area, and all underlying zoning will be voided.

XIII. PROCEDURE FOR AMENDING THE PLAN

- A. This Plan may be amended from time to time upon compliance with the requirements of law. A fee of five hundred dollars (~~\$500~~), plus all costs for copying and transcripts shall be payable to the City of Asbury Park for any request to amend this Plan. If there is a designated developer, as provided for under NJSA 40A: 12A-1 et. seq., said developer shall pay these costs. If there is no developer the appropriate agency shall be responsible for any and all costs.
- B. No amendment to this Plan shall be approved without a review by the Planning Board, and a public hearing and adoption by Municipal Council. A copy of any proposed change to the Plan shall be filed with the Office of the City Clerk.

Commented [MA31]: Revised to reflect the \$300 requirement in the zoning ordinance.

XIV. DEFINITIONS

Definitions contained herein shall prevail within the Redevelopment Area. For definitions not contained herein, the definitions contained in the City of Asbury Park Land Development Ordinance shall prevail.

ALLEY: A public thoroughfare, which affords only a secondary means of access to an abutting property. An alley providing access to residential parking areas shall have a right of way of twenty-two (22) feet in width and a cart way of at least eighteen (18) feet; and need not provide sidewalks or other exclusively pedestrian walkways within its right of way.

ATTACHED HOME: A one-family or two-family residential structure attached to another one-family or two-family structure along one side wall, on adjoining lots, each being separated from the adjoining one-family or two-family residential structure by a party wall extending from the basement or cellar to or through the roof, with separate entrances for each unit or structure.

BUFFER: A strip of land that exists between two parcels of land, or between two land uses, and that serves to mitigate the negative or undesirable impact or impacts of one occupant or land use upon the other. The strip may be required to contain a minimum width, minimum height of earth or plant material, minimum height or type of fencing, or minimum amount or type of landscaping.

DENSITY: The permitted number of dwelling units per gross area of land to be developed.

DISTRICT: Zone

HOME OCCUPATION: A profession or other occupation, not otherwise permitted in the district, which is conducted as an accessory use on a residential lot by one or more of the residents of the premises and which conforms to the following additional restrictions:

- a. The profession or other occupation shall be carried on wholly within a completely enclosed building.
- b. Shall occupy not more than one third of the floor area of the ground or first floor of the principal building, or an equivalent elsewhere, if so used.
- c. There shall be no exterior display or exterior sign, except as permitted by the residential chapter of this Plan, no exterior storage of materials or equipment, no external placement of antennas, satellite dishes or other equipment, and no other exterior indication of such home occupation or variation from the residential character of the principal building which in any way may adversely affect the safe and comfortable enjoyment of the individual property rights of the neighborhood in which it is located.
- d. Not more than one full time or full-time equivalent person or persons, outside the residents of the dwelling, shall be employed by the home occupation.
- e. In particular, a home occupation includes the following: a Computer or Information Technology based practice that primarily imports or exports a product or service via a wire based medium; a Home Professional Office as defined by the Asbury Park Land

Commented [MA32]: Revised to eliminate definitions that are redundant with the city zoning ordinance

Development Ordinance, Teaching or Tutoring, with music and dance instruction limited to a single pupil at a time.

- f. However, a home occupation shall not be interpreted to include any of the following: Barbershops and beauty parlors, Commercial kennels, Real estate office, Restaurant, Antique shop, Retail Sales of-Good or Services, Clinic, Hospital, Tea room, Animal hospital or pet shop, funeral home, Stock or bond broker, Insurance Office, Repair shop of any kind, Printing shop, Dance studio, Machine shop, Dress shop, Travel or ticket agency, Health studio, Gunsmith shop, or any similar occupation.
- g. No machinery or equipment shall be used which will cause electrical or other interference with radio and television reception in adjacent residences.

INFILL HOUSING: The construction of a housing unit that resembles in proportion scale, height, style and bulk the adjacent dwelling units.

JUNKYARD: Any area, lot, land, parcel, building, or structure, or part thereof, used for the storage, collection, processing, purchase, sale, salvage, or disposal of junk. Any site with three (3) or more unregistered vehicles shall constitute a junkyard. (Also known as - Salvage Yard)

MIXED USE: A lot or structure containing more than one (1) zoning use, such as residential above neighborhood retail.

NEIGHBORHOOD RETAIL: The retail sales of goods and services; such as a delicatessen, pharmacy,- grocer, restaurant, barber shop, beauty salon, hardware store, clothing store, dry cleaner, newsstand, florist, financial institution, restaurants and other similar uses that provide services and convenience or comparison shopping; but not including auto service stations, auto sales, motor vehicle repair, taverns, bars, or other similar uses.

PARKING SPACE (COMPACT): An area measuring a minimum of eight (8) feet in width by sixteen (16) feet in depth, either within a structure or in the open, for the parking of motor vehicles, exclusive of driveways, access drives, fire lanes and public rights-of-way

PARKING SPACE: An area measuring (9) feet in width by eighteen (18) feet in depth, either within a parking structure or a surface lot, for the parking of motor vehicles, exclusive of driveways, access drives, fire lanes and public rights-of-way

REHABILITATION: The act or process of returning a building to a usable state using selective corrective measures as mentioned in the architectural guideline section.

RESTAURANT: A place where the primary activity is the serving of meals to the public. No drive through pick-up windows shall be permitted.

RETAIL SALES: An establishment where goods are sold directly to the consumer for personal household use, with or without processing on the premises for such retail sale, but excluding the processing, repair or renovating of furniture, bedding or fixtures. In no instance shall bars, service stations, or drug rehabilitation centers be considered retail sales.

SERVICE STATION: A place where motor fuel, lubricants, and miscellaneous accessories for motor vehicles are sold and dispensed and where services are rendered for engine and mechanical repairs, but where no automobile painting and bodywork are done and where no junked or unregistered motor vehicles are kept or stored. Service stations may also include retail sales of food and sundry items of convenience to the general public.

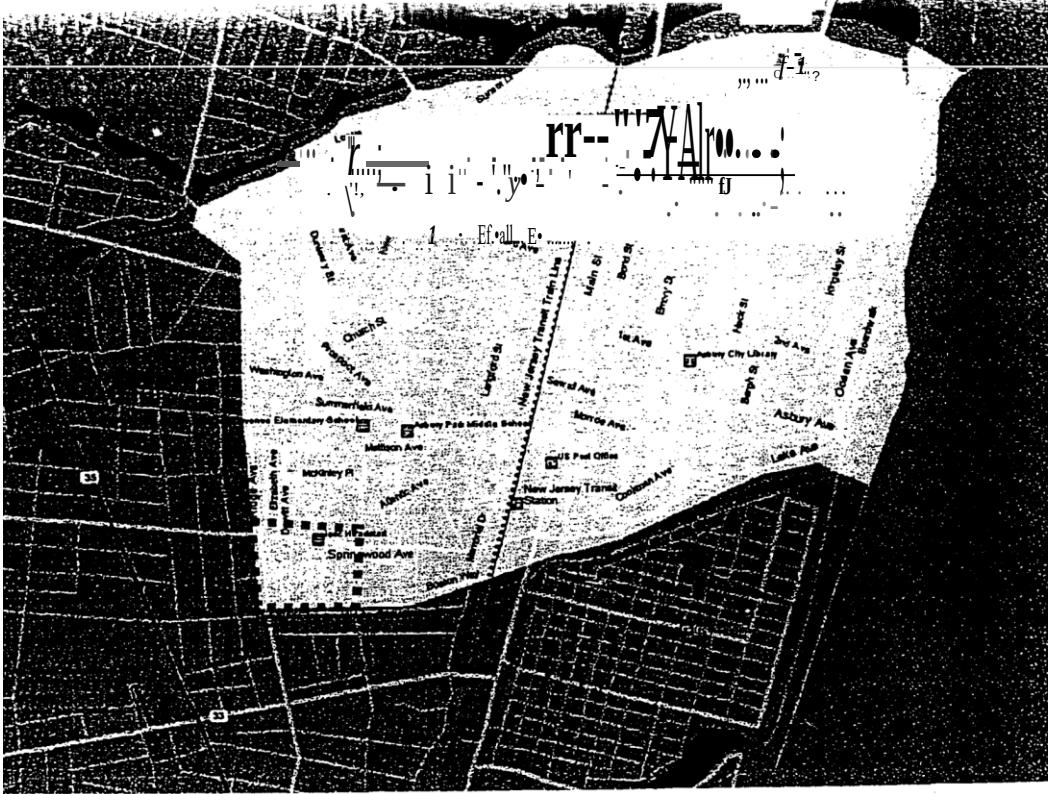
SIGN, FREESTANDING: A sign that is attached to or a part of a completely self-supporting structure. The supporting structure shall be set firmly in or below the ground surface and shall not be attached to any building or any other structure, whether portable or stationary.

SITE PLAN REVIEW: The examination of the specific development plans for a lot or parcel of land. Whenever the term "site plan approval" is used in this Redevelopment Plan it shall be understood to mean a requirement that the site plan be approved by the Planning Board.

TOWN HOUSE: A one-family or two-family residential structure in a group of not less than 3 and not more than 12 erected in a row of attached buildings, on adjoining lots, each being separated from adjoining one-family or two-family residential structures by a party wall extending from the basement or cellar to or through the roof, with separate entrances for each unit or structure.

XV MAPS

Commented [MA33]: This section is eliminated



Redevelopment Plan - Map 1
Study Area Location

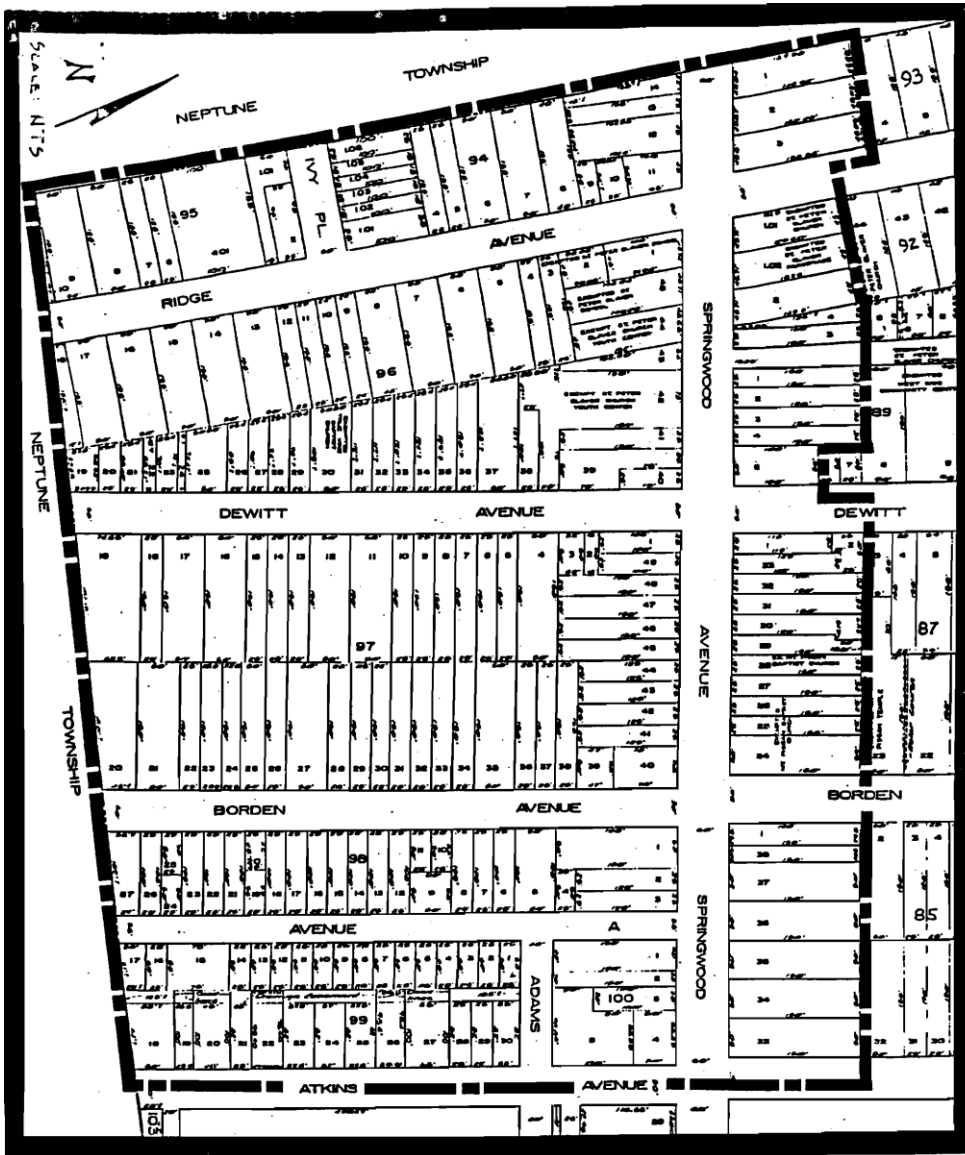
City of Asbury Park, New Jersey

Strategic Target Area
Rebuilding Spirit

"S. T. A. R. S." STUDY AREA
AN AREA IN NEED OF REDEVELOPMENT

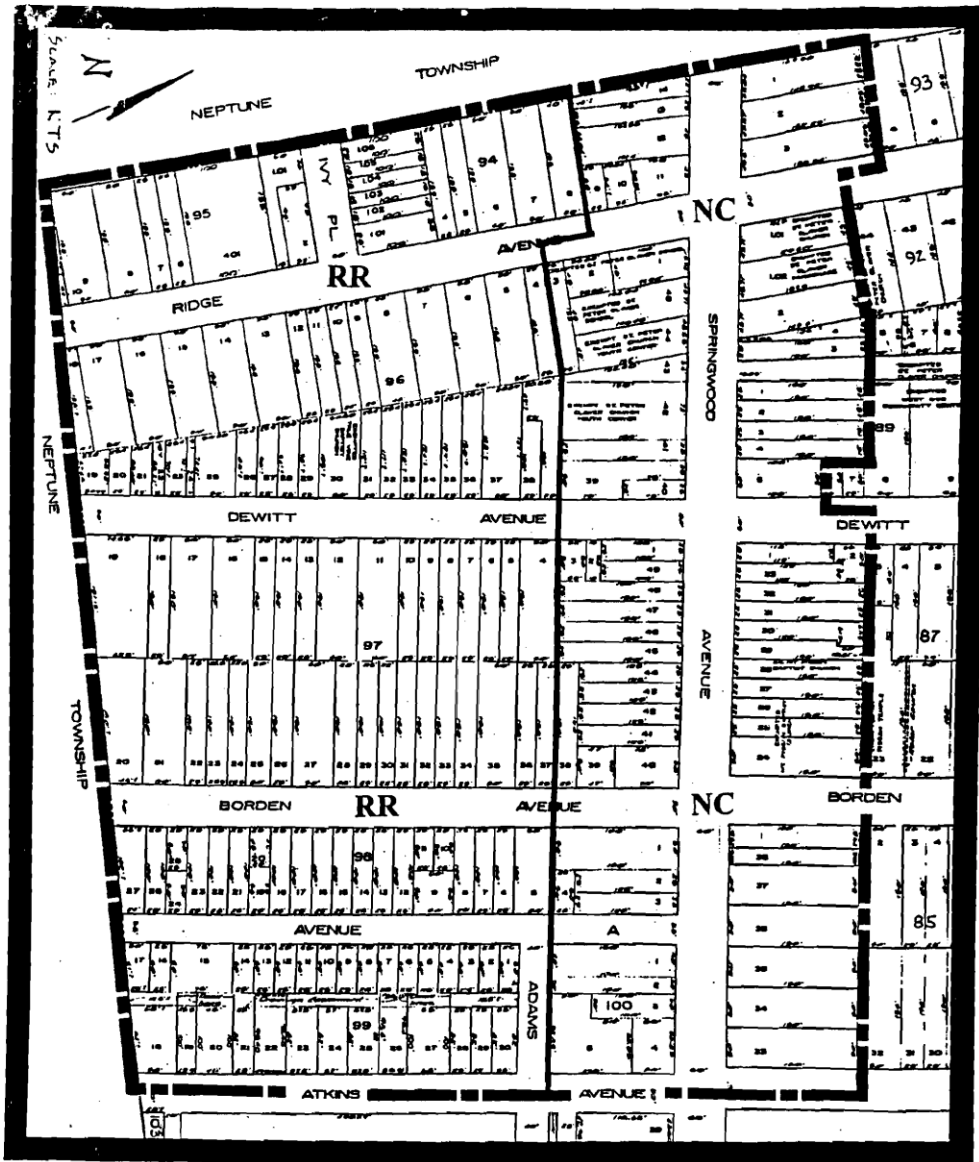
Legend

-  Project Location Asbury
-  Park
-  Surrounding Environment
-  NJT Train Line



City of Asbury Park, New Jersey
 Strategic Target Area
 Rebuilding Spirit
 "S. T. A. R. S." STUDY AREA
 AN AREA IN NEED OF REDEVELOPMENT

Redevelopment Plan - Map2
 Study Area Boundary



City of Asbury Park, New Jersey

Redevelopment Plan - Map 3

Strategic Target Area

Proposed Land Use

Rebuilding Spirit

"S. T. A. R. S." STUDY AREA
AN AREA IN NEED OF REDEVELOPMENT

- NC - Neighborhood Commercial Zone
- RR - Residential Redevelopment Zone

**AMENDMENT TO THE
STRATEGIC TARGET AREA REBUILDING SPIRIT
(S.T.A.R.S.) REDEVELOPMENT PLAN**

INTRODUCTION

On November 15, 1999, the Council of the City of Asbury Park determined that an area consisting of all or part of twelve tax blocks in the southwest section of Asbury Park (the "Project Area") was an "area in need of redevelopment" pursuant to the "Local Redevelopment and Housing Law," N.J.S.A. 40A:12A-1 et. seq. (the "Redevelopment Law"). The Council's determination was based in part on the general decline of the condition of the area. By ordinance adopted July 5, 2000, the Council adopted a redevelopment plan, the "S.T.A.R.S. Redevelopment Plan" (the "Redevelopment Plan"). It has retained professionals to analyze and implement the Redevelopment Plan, which professionals have recommended that certain amendments be made to provide the most beneficial plan for the City. Many of the properties in the area are either vacant or in dilapidated condition and must be demolished to implement the Redevelopment Plan.

In order to implement the residential portion of Phase I of the Redevelopment Plan, the City optimistically projected to provide for the construction of approximately thirty-six single family homes on 50-foot-wide lots. There is insufficient land in the Phase I area to create thirty-six 50 foot by 100-foot lots. The City is proposing to reduce the lot sizes, the minimum width and lot area upon which the single-family homes will be constructed. This modification will permit the City to construct approximately 31 single family homes.

To implement these amendments to the Redevelopment Plan, the following amendments to the Redevelopment Plan are hereby made:

I. **ARTICLE VIII(A)(3)(c). "SPECIFIC LAND USE REGULATIONS"** is hereby amended or modified as follows:

c. Minimum Setbacks:

	Detached Homes	Attached Homes	Townhouse
i. Front Yard:	10 feet*	10 feet	s 10 feet
ii Rear Yard	25 feet	25 feet	25 feet
iii Side Yard: line	5 feet to one lot 8 feet for both	6 feet on unattached side	6 feet at end of row 10 feet street line

* Front steps may intrude into front yard setback area.

II. **ARTICLE VIII (A)(3)(c). "SPECIFIC LAND USE REGULATIONS"** is hereby amended or modified as follows:

e. Lot Size:

	Detached Homes	Attached Homes	Townhouses
i. Minimum width:	32 feet	28 feet	20 feet
ii. Minimum depth:	100 feet	100 feet	100 feet
iii. Minimum area:	3,200 square feet	2,800 square feet	2,000 square feet

Note: Where alleys are located adjacent to a development lot to provide access to off-street parking, one-half of the width of said alley may be included with the adjacent lot in calculating the required lot width, depth and area.

III. **ARTICLE IX "ACQUISITION PLAN"** is hereby amended or modified as follows:

The S.T.A.R.S. Redevelopment Area is comprised of a compact and defined area within the City of Asbury Park. The Area is important to the community as an area of residential and commercial development compatible with the surrounding land uses, the Master Plan and the underlying zoning. Incompatible land uses, vacant land, dilapidated buildings and other impediments to proper development must be removed in an orderly, planned and phased manner.

* The redevelopment of the Study Area has been divided into three phases. The first phase will include Blocks 98, 99 and 100; ie the area adjacent to Borden Avenue, Avenue A and Atkins Avenue for the construction of a proposed residential, commercial and retail development. Residential redevelopment is proposed for the southern portion of this phase. Therefore, properties within Phase I, i.e. specific tax lots on Blocks 98, 99 and 100 may be acquired during the redevelopment of Phase I at such time as they are necessary for implementation of the Redevelopment Plan. Certain parcels, including, but not limited to the parcels that front on Springwood Avenue that house commercial or retail uses, may be renovated to conform to the character and requirements of the Redevelopment Plan.

The second and third phases of the redevelopment will include additional blocks moving from east to west through the Study Area. Acquisition in these phases will be more selective. Many properties will be acquired, especially vacant land and dilapidated and vacant structures. Other properties containing sound, well maintained compatible structures and land uses will not be acquired. At this time the specific properties to be acquired in these later phases have not yet been determined. Therefore, this acquisition plan will have to be amended pursuant to the requirements of law at a later date, as Phase I proceeds and when the plans for Phase II and III have been more fully developed.

IV. **ARTICLE X "RELOCATION PLAN"** is hereby amended to read as follows:

There is expected to be some, but not a great deal of, relocation of persons or businesses to fully implement the Redevelopment Plan. This is the result of the high proportion of vacant and/or underutilized land within the study area. Any relocation of affected persons or businesses that should become necessary will receive the careful attention of local officials. All persons and businesses to be relocated will be interviewed to determine their housing, occupancy and/or relocation needs. Assistance will be provided in locating suitable relocation opportunities, and be conducted in accordance with the requirements of all applicable Federal, State and Local laws.

Phase I relocation will consist of approximately 36 residents. Relocation assistance will be made available to families for approximately 12 months. At the end of the approximate 12 month period, the relocated families will be offered the opportunity to purchase homes in the newly redeveloped neighborhood. Because of the limited number of residents to be relocated, it is estimated that there will be sufficient availability of residential units within the City of Asbury Park to absorb the relocated residents. Relocation assistance for the commercial, retail and residential properties, located along Springwood Avenue between Atkins Avenue and Borden Avenue will be made available at such time that these properties are acquired in accordance with the Redevelopment Plan. This Relocation Plan will be amended in accordance with law to include more specific Phase II and III relocation plans when the Acquisition Plan for these phases is developed.

V. **ARTICLE XIV "DEFINITIONS"** is amended as follows:

The following definition is hereby amended to read as set forth herein.

"Alley" means a public thoroughfare, which affords only a secondary means of access to an abutting property. An alley providing access to residential parking areas shall have a right of way twenty-two (22) feet in width and a cart way of at least fourteen (14) feet; and need not provide sidewalks or other exclusive pedestrian walkways within in its right of way.

D.S.
 Councilperson: Offers the Following Resolution and Moves
 its Adoption

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ASBURY PARK
 REJECTING THE PROPOSALS RECEIVED FOR DEVELOPMENT OF THE STARS
 REDEVELOPMENT AREA, PHASE I, AND AUTHORIZING THE CITY TO PREPARE
 A NEW RFP/RFQ SEEKING QUALIFIED APPLICANTS TO REDEVELOP THAT
 AREA THROUGH THE USE OF "INFILL" DEVELOPMENT, AND AUTHORIZING
 THE CITY TO RE-ADVERTISE THIS PROJECT.**

WHEREAS, the City of Asbury Park previously authorized City
 staff to draft and advertise an RFP/RFQ seeking qualified
 developers to redevelop the STARS Redevelopment Area,
 Phase I (the "project area"); and

WHEREAS, the previous authorization requested that all
 interested applicants submit proposals on or before May 1, 2007,
 which would maximize the density of construction of residential
 affordable housing units in the project area; and

WHEREAS, the previous authorization contemplated the
 acquisition by the City of all privately-owned parcels within the
 project area so that said parcels could be combined with City-
 owned parcels within the project area, in order to permit
 redevelopment of the entire project area by the designated
 redeveloper; and

WHEREAS, the proposed acquisition of privately-owned
 parcels within the project area envisioned the potential use of
 the City's power of eminent domain; and

WHEREAS, in response to the RFP/RFQ, the City received timely
 proposals from three (3) interested developers, as follows: (1)
 Interfaith Neighbors, Inc. of Asbury Park, N.J.;
 (2) New Jersey Affordable Housing, LLC of Jersey City, N.J.; and
 (3) Leewood Real Estate Group/NJ, LLC of Trenton, N.J.; and

WHEREAS, following receipt of said proposals, the City has determined that it wishes to revise the scope of the project so as to remove the potential for acquisition of privately-owned parcels within the project area, whether by eminent domain or otherwise; and

WHEREAS, the City wishes to pursue redevelopment of the project area through "infill redevelopment only, undertaken on the City-owned lots, rather than through acquisition of any privately-owned parcels; and

WHEREAS, the Mayor and City Council therefore wish to reject the proposals received pursuant to the prior RFP/RFQ referenced above, and to authorize City staff to prepare a new RFP/RFQ seeking qualified applicants to redevelop the project area through "infill development on the City-owned parcels only, and to authorize the City to re-advertise this project accordingly.

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

1. That, for the reasons expressed above, the City does hereby reject the proposals previously received from the three (3) developers listed above with regard to redevelopment of the project area, which proposals were submitted pursuant to the prior RFP/RFQ.

2. That the City does hereby authorize and direct all relevant City staff to prepare a new RFP/RFQ seeking qualified applicants to redevelop the project area through "infill" development on the City-owned parcels only, and authorizes and

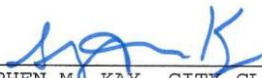
directs City staff to re-advertise this project accordingly.

3. That a certified copy of the within Resolution shall be provided to each of the following:

- a. Interfaith Neighbors, Inc.
810 Fourth Avenue
Asbury Park, N.J. 07712
- b. New Jersey Affordable Housing, LLC
853 Summit Avenue
Jersey City, N.J. 07307
- c. Leewood Real Estate Group/NJ, LLC
128 South Warren Street
Trenton, N.J. 08608
- d. Terence J. Reidy, City Manager
- e. James Famularo, Assistant City Manager
- f. Hazel Samuels, Community Development Director
- g. Donald B. Sammet, P.P., Redevelopment Director
- h. Frederick C. Raffetto, Esq., City Attorney

I, STEPHEN M. Kay, 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 a RESOLUTION which was finally adopted by the City Council at a meeting held on the 18th day of July 2007.

CERTIFIED BY ME THIS 19th DAY OF July, 2007.


STEPHEN M. KAY, CITY CLERK

Asbury Park, New Jersey
ORDINANCE NO. 2861

AN ORDINANCE APPROVING AND ADOPTING CERTAIN AMENDMENTS TO THE
STRATEGIC TARGET AREA REBUILDING SPIRIT (STARS)
REDEVELOPMENT PLAN.

WHEREAS, pursuant to the requirements of the New Jersey Local Housing and Redevelopment Law, N.J.S.A. 40A:12A-1, et seq., and particularly N.J.S.A. 40A:12A-7e, the Mayor and Council referred a potential amendment to the "Strategic Target Area Rebuilding Spirit" ("STARS") Redevelopment Plan to the Planning Board for its review and comment; and

WHEREAS, the amendment relates to the potential acquisition of a parcel designated as Block 97, Lot 29 on the Asbury Park City Tax Maps, which is commonly known as 23 Borden Avenue (the "subject parcel"); and

WHEREAS, the subject parcel is 25 feet by 150 feet in dimensions and is bordered by two (2) City-owned parcels, one to the south (commonly known as 19-21 Borden Avenue/Block 97, Lot 27) and one to the north (commonly known as 25 Borden Avenue/Block 97, Lot 30); and

WHEREAS, if the City were able to obtain title to the subject (privately-owned) parcel, then all of the properties could be combined into one tract for development, representing a scenario envisioned by the City's Affordable Housing Subcommittee; and

WHEREAS, a combined tract would result in an overall lot size of 125 feet wide by 150 feet deep; and

WHEREAS, such a combined tract could be developed as of right (with an accompanying subdivision) with either three (3) detached single-family homes, four (4) two-family attached housing units or five (5) two-family townhouse units based upon

minimum lot size standards currently set forth in the STARS Redevelopment Plan; and

WHEREAS, the City has attempted to communicate with the subject parcel's (private) owner to see if the owner would be willing to sell its property to the City, but no responses have been received; and

WHEREAS, in order for acquisition of the subject parcel to take place via eminent domain, the STARS Redevelopment Plan would need to be amended in order to allow for acquisition of the parcel in that manner, as currently, the STARS Plan does not authorize the taking of the subject parcel by the City through the eminent domain process; and

WHEREAS, the Planning Board reviewed the proposed amendment and conducted a public hearing thereon on July 23, 2007; and

WHEREAS, on September 24, 2007, the Planning Board adopted a Resolution containing a report of its findings and recommendations, which Resolution was forwarded to the Mayor and City Council for their consideration; and

WHEREAS, the Planning Board's findings and recommendations were as follows:

1. The Master Plan recommends that "Due to the age of the Springwood Avenue Redevelopment Plan and the changes that have taken place in the City since the Plan was written, it is recommended that the Springwood Avenue Redevelopment Plan, which was prepared in 1970 and revised in 1975, be reevaluated. In addition, it is recommended that the entire Springwood Avenue corridor, including both the Springwood Avenue and STARS Redevelopment Areas, be reevaluated in light of the overall housing strategy of the City and the changing policies of the City".
2. The Board finds that the STARS Plan is inconsistent with the current Master Plan of the City because it permits attached homes in the district. This is inconsistent with the Master Plan because the Master Plan encourages single family detached housing. The need for more single-family zones was identified as a land use issue during the public outreach process used during Master Plan preparation.

3. The Board recommends that the Mayor and Council not amend the Plan to permit the use of the power of Eminent Domain until such time as the Governing Body amends the Plan to eliminate attached housing as a permitted use in the district. This will eliminate the inconsistency with the Master Plan and would maintain the single-family structure concept which is more consistent with the area.
4. The Board recommends that the Governing adopt an amendment to the Plan that would permit the construction of single family homes on undersized lots in the district based upon a sliding scale for the bulk requirements in relationship to the size of the lot and the proposed single-family dwelling.

WHEREAS, the Mayor and Council have reviewed the findings and recommendations of the Planning Board, and wish to accept Planning Board Recommendation #1 and Planning Board Recommendation #4; and

WHEREAS, the Mayor and Council understand the objective contained in Planning Board Recommendation #1, and have reviewed proposed revisions to the Springwood Avenue Redevelopment Plan as proposed by the Springwood Avenue Advisory Committee after an aggressive public outreach process undertaken by that Committee between 2005 and the present. This process culminated with the adoption of a new Springwood Avenue Redevelopment Plan by the Mayor and Council on February 6, 2008. Those proposed revisions also include recommendations for changes to the Neighborhood Commercial Zone of the STARS Redevelopment Area. For the Residential Redevelopment Zone of the STARS Redevelopment Area, the Mayor and Council have undertaken a reevaluation of that Zone as shown through the provisions of the within Ordinance; and

WHEREAS, the Mayor and Council wish to undertake the objective contained in Planning Board Recommendation #4 through the adoption of the within Ordinance; and

WHEREAS, for purposes of demonstrating compliance with the requirements of paragraph (e) of N.J.S.A. 40A:12A-7, the Mayor and Council hereby record their reasons for rejecting the following recommendations as set forth in the Planning Board report:

2. With respect to finding and recommendation #2 from the Planning Board, the Mayor and Council hereby state as follows:

Though (he Mayor and Council acknowledge that the City Master Plan recommends and encourages single-family housing within the City, the Mayor and Council wish to maintain the uses set forth in the current STARS Redevelopment Plan. The Mayor and Council find that the existing uses (which allow for the construction of detached, attached and townhouse style one and two-family homes), provide a greater opportunity for choice of housing type and allow for a greater potential for diversity of income levels of new and existing residents. In addition, the Mayor and Council believe that by allowing for greater housing densities, a greater number of affordable dwelling units and greater number of residents to support commercial activity along Springwood Avenue is possible.

As to single-family housing, the Mayor and Council wish to acknowledge that the City Master Plan recommends the elimination of the RIA Attached Single Family Residential Zone and the rezoning of that zone to RI Single Family Residential, which would only permit detached single-family housing where attached single-family housing is currently permitted. The City Master Plan also recommends the rezoning of most of the R2 Two to Four Family Residential Zone between Fifth, Grand, and Asbury Avenues and Main Street to RI, which would only permit detached single-family housing where two to four family dwellings are currently permitted. The Mayor and Council believe that these recommended rezonings provide for more and sufficient single-family zones as identified as a land use issue during Master Plan preparation and that these rezonings would mandate and encourage detached single-family housing in certain other areas of the City.

Therefore, the Mayor and Council reject recommendation #2 of the Planning Board that the STARS Redevelopment Plan only permit detached single-family dwellings as a permitted use.

3. With respect to finding and recommendation #3 from the Planning Board, the Mayor and Council hereby state as follows:

The Mayor and Council agree that the power of eminent domain should not be utilized at this time.

As for the elimination of attached housing as a permitted use in the STARS Redevelopment Plan, the Mayor and Council wish to reiterate their findings relating to Planning Board recommendation #2 above. Specifically, though the

Mayor and Council acknowledge that the City Master Plan recommends and encourages single-family housing within the City, the Mayor and Council wish to maintain the uses set forth in the current STARS Redevelopment Plan. The Mayor and Council find that the existing uses (which allow for the construction of detached, attached and townhouse style one and two family homes), provide a greater opportunity for choice of housing type and allow for a greater potential for diversity of income levels of new and existing residents. In addition, the Mayor and Council believe that by allowing for greater housing densities, a greater number of affordable dwelling units and greater number of residents to support commercial activity along Springwood Avenue is possible.

Therefore, the Mayor and Council ~~reject~~ that portion of recommendation #3 of the Planning Board which suggests that the STARS Redevelopment Plan should only permit detached single-family dwellings as a permitted use. Furthermore, based upon the reasoning above, the Mayor and Council believe that the Residential Redevelopment Zone of the STARS Redevelopment Plan should allow for the construction of not only one and two family detached, attached and townhouse housing style housing types, but also for the construction of three- family townhouses.

WHEREAS, cognizant of the above, the Mayor and City Council, acting as the Redevelopment Entity for purposes of implementing the Redevelopment Plan, wish to authorize certain amendments to the STARS Redevelopment Plan, as set forth below.

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 certain amendments to the STARS Redevelopment Plan are hereby approved and adopted as set forth herein.

BE IT FURTHER ORDAINED, that Section VIII, entitled "SPECIFIC LAND USE REGULATIONS," of the STARS Redevelopment Plan is hereby amended and supplemented as follows (deletions marked by a strikethrough and additions by an underline):

A. Residential Redevelopment Zone. The purpose of this district is to establish a zone which will permit the orderly redevelopment of the Study Area as a stable residential community through the construction of a variety of types of low and medium density residential structures and the rehabilitation, conservation and maintenance of existing residential structures and compatible land uses.

1. Permitted Principal Uses and Structures:

...

- a. Detached Single Family and Two-Family Homes.
- b. Attached Single Family and Two-Family Homes.
- c. Single-Family, and Two Family and **Three family Townhouses**.
- d. Houses of Worship
- e. Municipal Facilities: such as public schools, parks And playgrounds

f. Standards for Development of Existing Nonconforming Lots:

Any existing nonconforming lot in the Residential Redevelopment Zone which is nonconforming due to width, depth or area may be improved with a new detached single family dwelling provided that the following standards are met. For items not referenced in this section, other applicable regulations in this Plan apply.

Minimum lot width	Existing
Minimum lot depth	Existing
Minimum lot area	Existing
Minimum Front Yard	10 feet*
Minimum Side Yard	3 feet
Minimum Rear Yard	For lots 100 feet or greater
	in depth: 25 feet;
	For lots less than 100 feet
	in depth: 25% lot depth
Minimum Parking	For lots less than 32 feet in
	width: None

Front steps may intrude into front yard setback area.

4. Minimum Off-Street Parking Requirements:

- All single-family residential structures 2 spaces*
 - All two-family residential structures 3 spaces*
 - All three family residential structures 1 space per 0-1 bedroom units; 2 spaces per two or more bedroom units
- *except that when parking is provided at the rear or side of a structure such that the curb at the front of the building is available for on street parking, only one space per unit will be required.
- Home Occupations shall provide at least one (1) additional parking space
 - All other land uses shall comply with the requirements of the Asbury Park Land Development Ordinance.

Commented [MA34]:
Commented [MA35R34]: Eliminated 3 family townhouses. This housing type is not prevalent in the district. Also, most lots in the district are only large enough to accommodate a one or a two family.

Commented [MA36]: This provision remains, but reworded differently in the new development standards.

BE IT FURTHER ORDAINED, that the revisions set forth herein shall be deemed to supersede the existing regulations contained within the STARS Redevelopment Plan.

BE IT FURTHER ORDAINED, that the Official Zoning Map of the City of Asbury Park is hereby amended in accordance with the requirements of this Ordinance.

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 that portion of the Ordinance actually adjudged to be 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 all other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

BE IT FURTHER ORDAINED, that this Ordinance shall take effect upon final passage and publication in accordance with the law.

I, STEPHEN M. KAY, 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 an ORDINANCE No.2861 which was finally adopted by the City Council at a meeting held on the 6th day of February, 2008

CERTIFIED BY ME THIS 7th DAY OF February, 2008

cc: James Famularo
Don Sammet
Barbara Vanwagner
City Attorney
Tom Hastie, Esq.
Coded Systems

STEPHEN M. KAY, CITY CLERK

City of Asbury Park, New Jersey'

O R D I N A N C E No. 2885

AN ORDINANCE APPROVING AND ADOPTING AN AMENDMENT TO THE STRATEGIC TARGET AREA REBUILDING SPIRIT (STARS) REDEVELOPMENT PLAN, RELATING TO THE PROPERTIES LOCATED IN BLOCKS 98, 99 AND 100 (AREA BOUNDED BY BORDEN AVENUE, SPRINGWOOD AVENUE, AVENUE "A," ATKINS AVENUE AND THE NEPTUNE TOWNSHIP BORDER).

WHEREAS, one of the original objectives of the Strategic Target Area Rebuilding Spirit ("STARS") Redevelopment Plan was for property located in Tax Blocks- 98, 99, and 100 to be acquired and redeveloped for a mix of residential, commercial and retail development; and

WHEREAS, the City was once in discussion with a developer who would have acquired the land- and constructed approximately 31 single-family dwellings in this area, which project was termed "Phase I," and

WHEREAS, due to the rising costs of land acquisition and displacement, this project did not materialize; and

WHEREAS, in 2007, the City sent out a Request for Proposals seeking potential redevelopers for the same "Phase I" properties, and to gauge interest in higher density residential development; and

WHEREAS, three companies responded; of the three, two offered that due to the amount of rehabilitation that had taken place on the blocks and the amount of displacement that would occur, the costs of property acquisition, land assembly and relocation no longer made the "Phase I" project feasible; and

WHEREAS, recognizing that land assembly was no longer a viable option, the City amended the STARS Redevelopment Plan in February of 2008; and

WHEREAS, the amendment included new development controls that allow for the development of undersized lots with detached single-family dwellings without need for a

variance for a lot size deficiency; and

WHEREAS, this amendment created a number of buildable lots, many of which are city owned; and

WHEREAS, during discussion on the amendment, the Mayor and Council also determined that the power of eminent domain should not be utilized at this time; and

WHEREAS, in May of 2008, the Affordable Housing Subcommittee began discussions with potential redevelopers of the City-owned undersized lots, many of which are located along Avenue A; and

WHEREAS, the potential developers noted concerns concerning the existing characteristics of Avenue A, which is currently a dead end street and which as a 35 foot right of way width and a cartway width of approximately 25 feet; and

WHEREAS, given these characteristics, the developers suggested that Avenue A could become impassible if parking occurs on both sides of the street and vehicles are entering and existing the street at the same time; additionally, emergency vehicle access could become hampered; and

WHEREAS, their recommendation was that the City consider making Avenue "A" a one-way street southbound with a new street constructed parallel to the municipal border with Neptune Township at the southern edge of Avenue A between Avenue A and Borden Avenue; and

WHEREAS, in addition, discussions included the potential for vacating Adams Street between Atkins Avenue and Avenue A to create two additional building lots; and

WHEREAS, the Affordable Housing Subcommittee recommended to the Governing Body that the Circulation Acquisition and Relocation Plans contained within the STARS Redevelopment Plan be reexamined to address the concerns of the potential developers; and

WHEREAS, in response, the Mayor and Council agreed with the Affordable Housing Subcommittee's

recommendations, and on June 19, 2008, the Mayor and Council referred potential amendments to the STARS Redevelopment Plan to the Planning Board for its review and approval pursuant to the New Jersey Local Redevelopment and Housing Law. N.J.S.A 40A:12A-1, et seq.; and

WHEREAS, the potential amendments were as follows:

1. Amending the Circulation Plan to remove references to the closing of Avenue "A";
2. Amending the Circulation Plan to call for the construction of a new street parallel to the municipal border with Neptune Township at the southern edge of the study area between Avenue "A" and Borden Avenue. This street would be located on what are currently parcels owned by the City of Asbury Park, namely block 98, lots 27 & 28;
3. Amending the Acquisition Plan to be consistent with the policy determination made when an amendment to the STARS Plan was passed in February of 2008 that property acquisition not be utilized at this time. Given this determination and the constraints in acquiring parcels in blocks 98 and 99 (the Phase I project), reference to acquisition of lots within those blocks constituting the "Phase I" project should be removed from the redevelopment plan; and
4. Amending the Relocation Plan to remove reference "Phase I" relocation as that "Phase I" is no longer under consideration; and

WHEREAS, the Planning Board reviewed the potential amendments to the STARS Redevelopment Plan on July 14, 2008 and formally adopted its report on August 11, 2008; and

WHEREAS, THE Board was in agreement with what was proposed in the Council's referral and provided the following additional comments:

1. Encourage energy efficiency practice and sustainable building practices for all of the projects constructed or rehabilitated in the Zone; and

2. The Board highly recommends that owner occupancy be strongly encouraged and enforced for all the properties located in the Zone. The Board also recommends that the governing body explore all grants and programs that will enable the City to effectuate this goal; and
3. The Board recommends that the STARS Circulation Plan be amended to include the vacation of Adams Street between Atkins Avenue and Avenue "A", and

WHEREAS, the City’s staff is in agreement with the recommendations of the Planning Board, and recommended that the Mayor and Council accept the recommendations and amend the STARS Redevelopment Plan as set forth herein; and

WHEREAS, the Mayor and Council have reviewed the findings and recommendations of the Planning Board and the City’s staff and wish to accept all of the Planning Board’s recommendations; and

WHEREAS, the proposed revisions are set forth in the succeeding provisions; and

WHEREAS, Section XI, entitled "Circulation Plan," of the STARS Redevelopment Plan should be amended to read as follows (additions shown with underline; deletions shown with ~~strikeout~~):

Section XI "CIRCULATION PLAN"

The existing conditions within the Study Area include dead end streets in poor condition, including Avenue A and DeWitt Avenue. Many sidewalks are in poor condition, streetscape amenities are minimal to none and lighting is poor. These conditions affect the public safety in that emergency vehicles are equipment have poor access to certain portions of the study Area and there is poor traffic flow within the area.

Circulation within the Study Area will be improved through the reconstruction and/or repaving of the streets in the Study Area. New sidewalks and curbing will also be constructed within the Study Area improving pedestrian circulation in the Study Area and improving pedestrian safety. The provision of off-street parking for the new and redeveloped uses in the study Area will also improve general circulation and traffic flow. The streetscape

will be enhanced by the addition of trees and pedestrian scale decorative lighting. It is also anticipated that all utilities will be constructed underground. The overall effect of these improvements is to enhance pedestrian safety, improve traffic circulation and improve the overall feel of the community.

Street modifications include the ~~closing of Avenue A to improve the size of residential lots to accommodate off street parking and to eliminate this dead end street. Adams Street will be extended and a new street will be constructed~~ construction of a new street parallel to the municipal border with Neptune Township near the southern edge of the Study Area on Block 98, Lots 26 and 27. These two lots are owned by the City of Asbury Park. ~~These~~ This improvements will ~~reduce the span of the extremely long blocks in the Study Area,~~ eliminate the dead-end street condition on ~~DeWitt~~ Avenue A and generally improve traffic circulation ~~in the Study Area,~~ especially for emergency and public safety vehicles and equipment. These improvements should also serve to help tie the neighborhood together by encouraging pedestrian movement within the neighborhood and removing factors which tend to isolate certain blocks from other portions of the neighborhood.” Adams Street between Avenue A and Atkins Avenue should also be vacated and, if possible, the land be utilized to create two new lots, one fronting on Atkins avenue and one fronting on Avenue A.

WHEREAS, Section IX, entitle “Acquisition Plan,” of the STARS Redevelopment Plan should be amended to read as follows (additions shown with underline; deletions shown with ~~strikeout~~):

Section IX “ACQUISITION PLAN”

The S.T.A.R.S. Redevelopment Area is comprised of a compact and defined area within the City of Asbury Park. The area is important to the community as an area of residential and commercial development compatible with the surrounding land uses, the Master Plan, and the underlying zoning. Incompatible land uses, vacant land, dilapidated buildings and other impediments to proper development must be removed in an orderly, planned and phased manner.

The redevelopment of the Study Area has been divided into three phases. The first phase will include Blocks 98, 99, and 100, ie., the area adjacent to Borden Avenue, Avenue A, and Atkins Avenue for the construction of a proposed residential, commercial and retail development. Residential redevelopment is proposed for the southern portion of this phase. Therefore, properties within Phase I, i.e., specific tax lots on Block 98, 99 and 100 may be acquired during the redevelopment of Phase I at such time as they are necessary for implementation of the Redevelopment Plan. Certain parcels, including, but not limited to the parcels that front on Springwood Avenue that house commercial or retail uses, may be renovated to conform to the character and requirements of the Redevelopment Plan.

The second and third phase of the redevelopment will include additional blocks moving from east to west through the Study Area. Acquisition in these phases will be move selective. Many properties will be acquired, especially vacant land and dilapidated and vacant structures. Other properties containing sound, well maintained compatible structures and land uses will not be acquired. At this time, the specific properties to be acquired in these later phases have not yet been determined. Therefore, this acquisition plan will have to be amended pursuant to the requirements of law at a later date, as Phase I proceeds and when the plans for Phase II and III have been more fully developed.

No property acquisition utilizing the power of eminent domain is proposed.

WHEREAS, Section IV, entitle "Relocation Plan," of the STARS Redevelopment Plan should be amended to read as follows (additions shown with underline; deletions shown with ~~strikeout~~);

IV. ARTICLE X "RELOCATION PLAN"

There is expected to be some, but not a great deal of, relocation of persons or businesses to fully implement the Redevelopment Plan. This is the result of the high proportion of vacant land and/or underutilized land within the Study Area. Any relocation

of affected person or businesses that should become necessary will receive the careful attention of local officials. All persons and businesses to be relocated will be interviewed to determine their housing, occupancy and/or relocation needs. Assistance will be provided in locating suitable relocation opportunities, and be conducted in accordance with the requirements of all applicable Federal, State and Local laws.

Phase I relocation will consist of approximately 36 residents. Relocation assistance will be made available to families for approximately 12 months. At the end of the approximate 12 month period, the relocated families will be offered the opportunity to purchase homes in the newly redeveloped neighborhood. Because of the limited number of residents to be relocated, it is estimated that there will be sufficient availability of residential units within the City of Asbury Park to absorb the relocated residents. Relocation assistance for the commercial, retail and residential properties, located along Springwood Avenue between Atkins Avenue and Borden Avenue will be made available at such time that these properties are acquired in accordance with the Redevelopment Plan. This Relocation Plan will be amended in accordance with law to include more specific Phase II and III relocation plans when the Acquisition Plan for these phases is developed.

Redevelopment and rehabilitation actions will be undertaken by private property owners without the use of property acquisition by eminent domain. Therefore, no relocation assistance is necessary.

WHEREAS, the "Urban Design Objectives and Requirements" section of the STARS Redevelopment Plan should be amended and supplemented to include the following (additions shown with underline):

URBAN DESIGN OBJECTIVES AND REQUIREMENTS:

D. Green Building Design

The protection of the natural environment is a key element to Asbury Park's overall redevelopment effort. Building projects in the Springwood Avenue Redevelopment Area should incorporate resource efficiency through green building design, utilizing the

Commented [MA37]: This section remains, but revised to modernize it.

green building rating system known as Leadership in Energy and Environmental Design (LEED). This standard was developed by the United States Green Building Council membership. Green building design offers the advantages of reduced energy and operating costs while at the same time using less materials.

Commented [MA38]: Green items remain, but n to LEED is removed. One and two family homes d apply to LEED certification.

- Solar panels, green roofs, storm water recharging systems and solar powered lighting are some methods that could be used to increase resource efficiency.
- The use of high efficiency fixtures can reduce energy consumption.
- Specify building products with recycled content and that are manufactured regionally.
- Specify energy star appliances to help reduce energy consumption.
- Operable windows should be provided for all non-residential as well as residential spaces

Commented [MA39]: Removed because there a commercial buildings permitted.

WHEREAS, THE "Redevelopment Objectives" section of the STARS Redevelopment Plan should be amended and supplemented to include the following (additions shown with underline):

REDEVELOPMENT OBJECTIVES:

G. Encourage owner occupancy of residential units and the enforcement of owner occupancy when it is required.

Commented [MA40]: This is removed because variety of housing in the area.

WHEREAS, on July 17, 2008, P.L. 2008, c. 46 was approved and became effective. The law requires that any redevelopment plan adopted after its effective date provides a statement quantifying the potential impact of the implementation of the redevelopment plan on the inventory of affordable housing within the redevelopment area that existed at the time the redevelopment area was designated. Further, a redevelopment plan would need to provide for the replacement of any affordable units that were created with deed restrictions or public subsidy and that would be lost or destroyed through the implementation of a redevelopment plan; and

WHEREAS, P.L. 2008, c. 46 became effective after the Planning Board of the City of Asbury Park had reviewed the within proposed amendments to the STARS Redevelopment Plan but before the introduction of this Ordinance approving said amendments. As the

Attachment: STARS Redevelopment Plan 6.19.00 Converted to Word with change comments (2020-24 : Amendment to the STARS Redevelopment Plan)

amendments were not formally adopted by the Mayor and City Council, there is no formal amendment process to be undertaken to comply with the provisions of the Local Redevelopment and Housing Law; and

WHEREAS, as a result of the above legislation, an additional amendment to the STARS Redevelopment Plan is required in order to address the Inventory and Replacement of Affordable Housing Units; and

WHEREAS, the STARS Redevelopment Plan should be amended and supplemented to include the following new section (additions shown with underline):

INVENTORY AND REPLACEMENT OF AFFORDABLE HOUSING UNITS

Commented [MA41]: This section remains

The STARS Redevelopment Area was designated by the Mayor and City Council on November 15, 1999, a date nine years prior to the effective date of P.L. 2008, c. 46. Thus, no inventory of affordable units was created at the time the redevelopment area was designated.

The STARS Redevelopment Plan does not require the removal of any housing units, nor are any housing units identified to be removed as a result of implementation of the redevelopment plan, nor does the Plan permit the use of eminent domain to acquire property, so any potential loss of housing units would occur through market forces. Any existing housing units made non-conforming under the Plan may be continued provided the non-conformity is not expanded, increased, or enlarged.

WHEREAS, the Mayor and City Council now wish to authorize all of the above amendments to the STARS Redevelopment Plan.

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, as follows:

1. That the amendments to the STARS Redevelopment Plan itemized above are hereby approved and adopted.
2. That this amendment shall be deemed to supersede any itemized above are hereby approved and adopted.
3. That this amendment shall be deemed to supersede any inconsistent provisions contained within and any previously

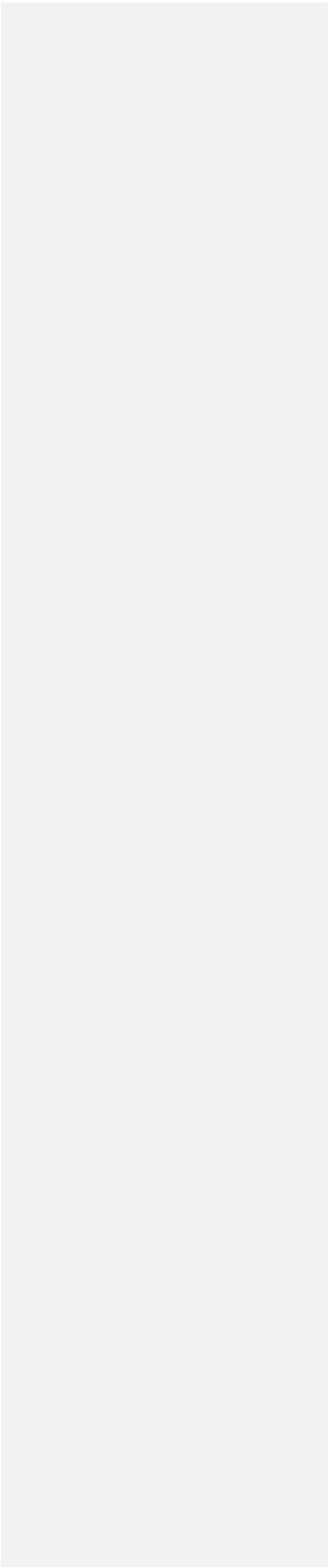
approved versions of the STARS Redevelopment Plan.

4. That the Official Zoning Map of the City of Asbury Park is hereby amended in accordance with the requirements of this Ordinance.
5. That the provision of this Ordinance shall be severable. In any event that any portion of this Ordinance is found to be invalid for any reason by any court of competent jurisdiction, such judgement shall be limited in its effect only to that portion of the Ordinance actually adjudged to be invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.
6. That all other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.
7. That this Ordinance shall take effect upon final passage and publication in accordance with the law.

I, STEPHEN M. KAY, 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 an ORDINANCE No. 2885, which was finally adopted by the City Council at a meeting held on the 12th day of November, 2008.

Certified BY ME THIS 24TH DAY OF NOVEMBER 2008

STEPHEN M. KAY, CITY CLERK



Attachment: STARS Redevelopment Plan 6.19.00 Converted to Word with change comments (2020-24 : Amendment to the STARS Redevelopment Plan)

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

PHONE: (732) 775-2100
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JOHN MOOR, MAYOR
AMY QUINN, DEPUTY MAYOR
EILEEN CHAPMAN, COUNCILPERSON
YVONNE CLAYTON, COUNCILPERSON
JESSE KENDLE, COUNCILPERSON

DONNA M. VIEIRO, CITY MANAGER
MELODY HARTSGROVE, RMC, CITY CLERK

To: Mayor and Council
From: Michele Alonso, PP/AICP, Director of Planning and Redevelopment
Mark Siegle, PP, AICP, Principal Planner
Date: April 30, 2020
Re: S.T.A.R.S. Redevelopment Plan Area Amendment and Duration Extension

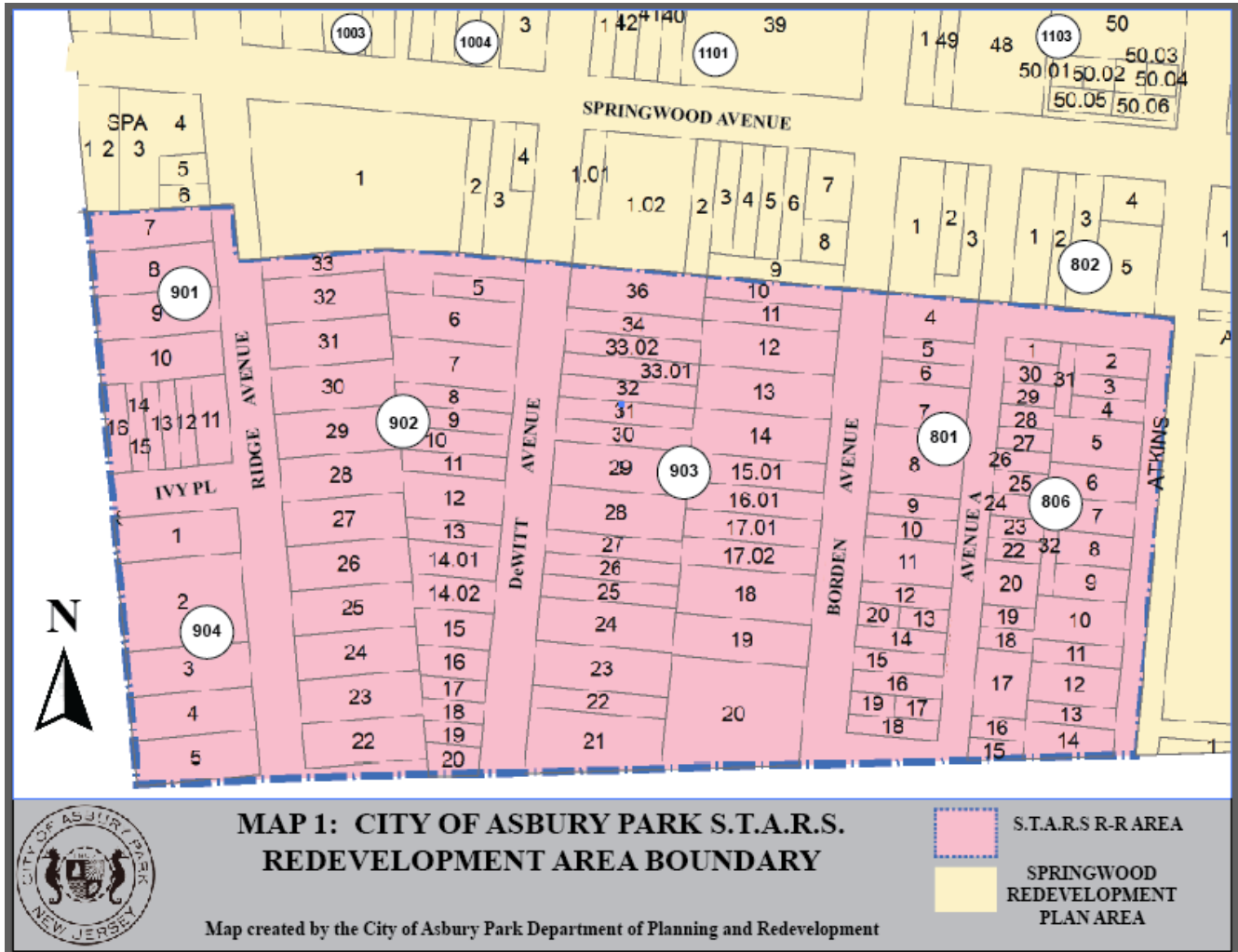
The S.T.A.R.S Redevelopment Plan was adopted via ordinance on July 5, 2000 for a duration of twenty (20) year. It is one of the older redevelopment plans in the City. The expiration of the plan is rapidly approaching (July 5th) and it will need to be extended in order to retain the redevelopment area designation. If we do not extend the time of the redevelopment plan, the area will revert back to the zoning of 2000. We recommend that this plan be extended for an additional period of twenty years. This plan needs to be referred to the Planning Board by resolution and then adopted by ordinance.

This plan area is south of Springwood Avenue consisting of Ridge, Dewitt, Borden Avenues, Avenue A and one side of Atkins Avenue. Springwood Avenue was once part of this plan before the Springwood Avenue redevelopment plan. The boundary is shown on the map below.

We have made minor edits to the redevelopment plan to bring it up to date. It is a low density one and two family area south of Springwood Avenue. Three family townhouses were listed as a permitted use. We have removed the three family because it is not a prevalent housing type in the district. The housing permitted is one and two family houses and we left the option that if more than one lot is developed it can be a detached or an attached house. The zoning standards in the plan were designed for a housing type not prevalent in Asbury Park. We changed the standards to reflect the neighborhood character. Smaller lot sizes are permitted to reflect the current lot sizes in the neighborhood. Parking standards remain the same: 2 spaces for a one family house, 3 spaces for a two family house.

We removed outdated language and kept the development regulations simple. We also added a reference to design standards found in the zoning ordinance, revised the green elements and have removed references to the former NC-Neighborhood Commercial zone component of the Plan, which is currently the Springwood Avenue Redevelopment Plan area.

Map of Area



STARS Redevelopment Plan Amendment 2020

New zoning standards can produce a house of this design



Old zoning standards can produce a house of this design.





Minutes
Meeting of the Municipal Council
Thursday, April 30, 2020
REGULAR MEETING

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

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

PUBLIC PARTICIPATION

A motion was made by Council member Kendle and seconded by Council member Chapman to open the meeting to the public. All were in favor. The following members of the public spoke: Kerry Butch, Felicia Simmons, Bassam Gergi, Dereck Minno Bloom, Ernest Mignoli, Maureen Nevin, Myra Campbell, Pam Lamberton, and Tracey Rogers. A motion to close the meeting to the public was made by Council member Kendle and seconded by Council member Chapman. All were in favor.

MATTERS FROM COUNCIL

Council Member Chapman stated, thank you to the first responders, essential workers and all the volunteers. Thank you to the residents who are following mask regulations and practicing social distancing in order to keep the city and beaches open. It is essential to follow these guidelines. Free rides are available from EZ ride, offering free rides to Asbury Park residents to go for medical appointments and grocery shopping using Lyft and Uber. Visit www.cityofasburypark.com for the reservation phone number.

Council Member Clayton stated, thank you everyone for being supportive and giving services to keep us all going. Thank you residents for doing a wonderful job in staying together. Condolences to all residents and people in surrounding cities who have lost love ones due to COVID-19. You are in our prayers.

Council Member Kendle stated, condolences to everyone who lost love ones due to COVID-19. Keep the faith. We are all in this together. Thank you for trusting in the council. Stay blessed.

Deputy Mayor Quinn stated, I strongly urge people to take the census while your home. The VNA (Visiting Nurse Association Community Health Center) on Main Street is testing for COVID-19. Call ahead to make an appointment, they started testing yesterday afternoon.

Mayor Moor stated, I urge and beg all to wear masks or face coverings when out in public. Thank you to all employees. You are all essential in keeping the city operating. Please ask questions and comments on ordinances that are specific to the ordinance. If you are not on topic we will ask you to return your comment to the specific ordinance. If we do not finish the ordinances tonight, the remaining ordinances will be moved to the May 13th meeting.

RESULT:	ADOPTED [UNANIMOUS]
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

INDIVIDUAL RESOLUTIONS

2020-154 Resolution Authorizing And Directing The Tax Collector To Extend The Second Quarter 2020 Grace Period

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

ORDINANCES

Second Reading/Public Hearing

2020-12 An Ordinance Amending the Land Development Regulations of The City of Asbury Park to Amend Article Viii Redevelopment Plans, Section 30-110.2 Main Street Redevelopment Plan, Consistent with And Designed to Effectuate the City's Adopted 2019 Third Round Housing Element and Fair Share Plan

A motion to open 2020-12 to the public was made by Council Member Clayton and seconded by Council Member Kendle. All in favor. The following members of the public spoke: Ernest Mignoli, Randi Moore, Rita Morano, and Felicia Simmons. A motion to close 2020-12 was made by Deputy Mayor Quinn and seconded by Council Member Chapman. All were in favor.

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

2020-13 An Ordinance Amending the Land Development Regulations of The City of Asbury Park to Amend Article VI Zoning, Section 30-71.3 (B1) Downtown Retail District, Section

30-71.4 (B2) Main Street Retail Sales and Service and Section 30-71.5 (Nc) Neighborhood Commercial Districts to Consolidate Zone Districts, Amend Permitted Uses and Incentivize the Creation of Inclusionary Housing Consistent with And Designed to Effectuate the City's Adopted 2019 Third Round Housing Element and Fair Share Plan

A motion to open 2020-13 to the public was made by Council Member Kendle and seconded by Deputy Mayor Quinn. All were in favor. The following members of the public spoke: Felicia Simmons and Ernest Mignoli. A motion to close 2020-13 was made by Deputy Mayor Quinn and seconded by Council Member Kendle. All were in favor.

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

2020-14 An Ordinance of The City of Asbury Park, County of Monmouth And State Of New Jersey Adding Chapter 31 "Affordable Housing" To the Code of The City of Asbury Park to Address the Requirements of The NJ Superior Court

A motion to open 2020-14 to the public was made by Council Member Chapman and seconded by Council Member Clayton. All were in favor. The following members of the public spoke: Felicia Simmons, Maureen Nevin, Bassam Gergi, Derek Minno Bloom and Ernest Mignoli.

A motion to close 2020-14 was made by Council Member Kendle and seconded by Deputy Mayor Quinn. All were in favor.

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

2020-15 An Ordinance Amending the Land Development Regulations of The City of Asbury Park to Amend Article Viii Redevelopment Plans, Section 30-110.1 Central Business District (CBD) Redevelopment Plan, Consistent with And Designed to Effectuate the City's Adopted 2019 Third Round Housing Element and Fair Share Plan

A motion to open 2020-15 to the public was made by Council Member Clayton and seconded by Council Member Chapman. All were in favor. The following members of the public spoke: Maureen Nevin, Ernest Mignoli, and Tracey Rogers. A motion to close 2020-15 was made by Council Member Kendle and seconded by Deputy Mayor Quinn. All were in favor.

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

2020-16 An Ordinance of The City of Asbury Park Re-Zoning Certain Properties and Adopting an Updated Zoning Map

A motion to open 2020-16 to the public was made by Deputy Mayor Quinn and seconded by Council Member Chapman. All were in favor. The following members of the public spoke: Ernest Mignoli. A motion to close 2020-16 was made by Deputy Mayor Quinn and seconded by Council Member Clayton. All were in favor.

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

ADJOURNMENT

The meeting was adjourned at 9:30 PM

A motion to close the meeting was made by Deputy Mayor Quinn and seconded by mayor Moor. All were in favor.

The meeting was adjourned at 9:30PM

Respectfully submitted by:

Melody Hartsgrrove, Deputy City Clerk

Minutes Acceptance: Minutes of Apr 30, 2020 6:00 PM (Minutes)



Minutes
Meeting of the Municipal Council
Wednesday, May 13, 2020
REGULAR MEETING

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

City Clerk Melody Hartsgrove called the meeting to order at 7:00 PM.

MATTERS FROM COUNCIL

City Clerk Melody Hartsgrove announced, all City of Asbury Park virtual council meetings will begin at 6:00PM until further notice. In the event that an executive session meeting is necessary, said meeting will begin at 5:00PM.

Council Member Chapman stated, that the Asbury Park Mutual Aid Network provide residents in need with help getting groceries, prescriptions, pet care, social support, and check in on the elderly. You can sign up to be a part of this or if you need help, call 732-660-8665. Thank you to health care workers, essential workers, fire and police, all members of community who are doing their best to wear mask, social distance and keep our numbers down.

Council Member Clayton stated, that the Asbury Park Police Department thanks everyone who participated in food drive on Saturday. Things are getting better but we are not out of the woods yet. Please continue to social distance and wear masks in public. Thank you to everyone in the City.

Council Member Kendle stated, please trust you council we are doing the best we can. Contact the City manager if you have questions regarding any issues.

Deputy Mayor Quinn stated, that we are continuing to offer free rides for Asbury Park residents to grocery stores or doctors appointments. Thank you to Beatrice from Community Resource Center for encouraging people to fill out the Census, it is very important for funding purposes. Please fill out

your Census, if you need help filling it out please contact the city and we will help you fill it out. Please check the Governor's website for job listings regarding contact tracers for COVID-19. Asbury Park Dinner Table is doing an amazing job providing food for residents and all the seniors in Asbury Park.

Mayor Moor stated, anyone who is going outside, please wear a mask. It is key to flattening the curve. As soon as we receive guidance from the Governor, we will announce a plan on beaches and boardwalks. Please bear with us, we are doing the best we can. Thank you all.

City Manager Donna Vieiro stated, we will be in a position to make announcements regarding the beach and boardwalk when we get guidance from the Governor. We will still follow social distancing and everyone please wear masks. We ask if you are interested in meeting agendas please sign up to receive notifications through Nixle. Thank you to the city employees for keeping our city services working, police, fire, and city hall employees. Thank you staff and council for your continued support.

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

PUBLIC PARTICIPATION

A motion was made by Council member Kendle and seconded by Council member Chapman to open the meeting to the public. All were in favor. The following members of the public spoke: Ernest Mignoli, Rita Morano, Doug McQueen, Julie Andreola, Frank Luna, Myra Campbell, Felicia Simmons, Polli Schildge, Maureen Nevin, Arthur Schlossbach, and Pam Lamberton.

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

MINUTES

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

1. Municipal Council - Work Session - Mar 11, 2020 6:00 PM **Accepted**
2. Municipal Council - Regular Meeting - Mar 11, 2020 7:00 PM **Accepted**
3. Municipal Council - Regular Meeting - Apr 22, 2020 7:00 PM **Accepted**
4. Executive Session 4.24..2020

INDIVIDUAL RESOLUTIONS

2020-155 Resolution Approving Payment of Bills

Council member Chapman abstained from 20-00710.

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

2020-156 Authorize Submission of a Grant Application to the United States Department of Justice, Office of Justice Programs, Bureau of Justice Assistance Grant Funding Under the 2020 Cononavirus Supplemental Funding Justice Assistance (JAG) Program

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

2020-157 Resolution Amending Temporary Budget Appropriations for 2020 Budget

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

2020-158 Resolution Authorizing Purchase of Police Barricades

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

2020-159 Resolution Authorizing Purchase of PPE Supplies in Response to the Coronavirus

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

2020-160 Resolution Authorizing Purchase of a Police Message Display

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

2020-161 Resolution Authorizing Purchase of a Police Speed Alert Trailer

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

2020-162 Awarding of a Contract to Millennium Communications Group for Cameras

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

2020-163 Authorizing a Professional Services Agreement to T&M Associates for Consulting Work

A motion was made by Mayor Moor and seconded by Council member Kendle to have resolution 2020-163 withdrawn with all in favor.

RESULT:	WITHDRAWN
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2020-164 Resolution for the Emergency Repair of a Pipe at Wesley Lake

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

2020-165 Resolution to Credit Sewer Account 3401-21 1108 Emory Street

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

2020-166 Resolution Authorizing Issuance of Duplicate Tax Sale Certificates

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

ORDINANCES

Introduction

2020-17 Ordinance to Exceed the Municipal Budget Appropriation Limits and to Establish a CAP Bank (N.J.S.A. 40A:4-45.14)

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 6/10/2020 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-18 An Ordinance Establishing a Restricted Parking Space for use by Handicapped Persons at Property Located at 1507 Bond Street, in the City of Asbury Park, and Amending and Supplementing Section 7-36, Entitled, "Handicapped Parking," of Chapter VII, "Traffic," of the "Revised General Ordinances of the City of Asbury Park, New Jersey."

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 5/27/2020 7:00 PM
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

Second Reading/Public Hearing

Introduction of Municipal Budget

2020-167 Resolution Introducing the 2020 Municipal Budget

The public hearing on the 2020 Municipal budget will be held on June 10th at the 6:00 pm meeting.

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

ADJOURNMENT

The meeting was adjourned at 8:05 PM

A motion to close the meeting was made by Deputy Mayor Quinn and seconded by Council Member Kendle. All in favor. Meeting was adjourned at 8:05PM.

Respectfully submitted by:

Melody Hartsgrrove, Deputy City Clerk

Minutes Acceptance: Minutes of May 13, 2020 7:00 PM (Minutes)



RESOLUTION NO. 2020-169

**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 \$484,298.97

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

CURRENT VOUCHERS	\$ <u>484,298.97</u>
TOTAL VOUCHERS	\$ <u>484,298.97</u>

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-169 which was finally adopted by the City Council at a meeting held on the 27th day of May, 2020

CERTIFIED BY ME THIS DAY OF , .

MELODY HARTSGROVE
CITY CLERK

May 21, 2020
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CITY OF ASBURY PARK
Bill List By Budget Account

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P.O. Type: Contract Print Alpha, Revenue, & G/L Accounts: Y Open: N Void: N Paid: N
Format: Condensed Held: Y Aprv: N Rcvd: Y
Range: 9-First to 0-Last Bid: Y State: Y Other: Y Exempt: Y
Rcvd Batch Id Range: First to Last Include Non-Budgeted: Y
Department Page Break: No Subtotal CAFR: Yes Subtotal Department: Yes Subtotal Extd: Yes

Budget Account	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund: CURRENT						
Department: ADMINISTRATION						
Extd: ADMINISTRATION						
0-01-20-100-000-201	ADMINISTRATION General Plant					
ZOOMV005	ZOOM VIDEO COMMUNICATIONS, INC 20-01439 MEMBERSHIP RENEWAL THRU 5/2021			1,333.00	0.00	
	Extd Total: ADMINISTRATION			1,333.00		
	Department Total: ADMINISTRATION			1,333.00		
Department: CENTRAL FUNCTIONS						
Extd: CENTRAL FUNCTIONS						
0-01-20-115-000-299	CENTRAL FUNCTIONS Misc.					
MARKCA	MARY K. CALLAHAN 20-01344 Postge for Certified Letters			158.10	0.00	
	Extd Total: CENTRAL FUNCTIONS			158.10		
	Department Total: CENTRAL FUNCTIONS			158.10		
Department: MUNICIPAL CLERK						
Extd: MUNICIPAL CLERK						
0-01-20-120-000-217	MUNICIPAL CLERK Ads&Promotion					
ASBPAK	ASBURY PARK PRESS 20-01409 #4176212 - #4176256			262.30	0.00	
ASBPAK	ASBURY PARK PRESS 20-01411 #4167623,4165033,4169207			244.50	0.00	
				506.80		
0-01-20-120-000-222	MUNICIPAL CLERK Training					
RUTGOV	RUTGERS,THE STATE UNIV. OF NJ 20-01486 Finance Admin ESPOSITO, LISA			755.00	0.00	
	Extd Total: MUNICIPAL CLERK			1,261.80		
	Department Total: MUNICIPAL CLERK			1,261.80		
Department: FINANCIAL ADMINISTRATION						
Extd: FINANCIAL ADMINISTRATION						
0-01-20-130-000-201	FINANCE General Plant					
TRLIZA	TRACY LIZARDI 20-01489 REIMBURSMET OF TONER			76.95	0.00	
0-01-20-130-000-202	FINANCE Office Supplies					
WBMASON	W.B.MASON CO., INC. 20-01348 OFFICE SUPPLIES NEEDED			61.43	0.00	
WBMASON	W.B.MASON CO., INC. 20-01366 #AVE79104 BINDERS			30.52	0.00	
				91.95		
0-01-20-130-000-223	FINANCE Condo Reimbursements					
700MAT	700 MATTISON CONDOMINIUM 20-01457 1st. q 2020 Condo reimb.			213.93	0.00	
LAKDRI	LAKE DRIVE COURT CONDO ASSOC. 20-01458 1st Q 2020 Condo Reimb.			951.51	0.00	

Attachment: Bill List 5-27-2020 (2020-169 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
0-01-20-130-000-223	FINANCE Condo Reimbursements		Continued			
MERCON	MERCURY CONDOMINIUM ASSOC.	20-01459	1st Q 2020 Condo Reimb.	379.97	0.00	
304OCE	304 OCEAN ARMS CONDO. ASSOC.	20-01460	1st Q 2020 Condo Reimb.	77.13	0.00	
301SHO	301 SHOREVIEW CONDO. ASSOC. INC	20-01461	1st Q Condo Reimb.	1,021.43	0.00	
MIRCON	MIRAMAR CONDOMINIUM ASSOC. INC	20-01462	1st Q Condo Reimb.	143.44	0.00	
PARLAN	PARK LANE CONDOMINIUM ASSOC.	20-01463	1st Q Condo Reimb.	124.95	0.00	
				<u>2,912.36</u>		
	Extd Total: FINANCIAL ADMINISTRATION			3,081.26		
	Department Total: FINANCIAL ADMINISTRATION			3,081.26		
Department: COMPUTERIZED DATA PROCESSING						
Extd: COMPUTERIZED DATA PROCESSING						
0-01-20-140-000-218	COMPUTERIZED DATA PROC. General Plant					
NETCAB	Network Cabling, Inc. T/A	20-01299	PD-Muni CAT6 Network Drops	2,102.87	0.00	
AMAZO005	AMAZON.COM SERVICES	20-01365	Fargo 45410 Color Ribbon	44.00	0.00	
				<u>2,146.87</u>		
	Extd Total: COMPUTERIZED DATA PROCESSING			2,146.87		
	Department Total: COMPUTERIZED DATA PROCESSING			2,146.87		
Department: TAX ASSESSOR						
Extd: TAX ASSESSOR						
0-01-20-150-000-209	TAX ASSESSOR Fees					
HARHAU	HARRY HAUSHALTER	20-01303	SERVICES RENDERED MARCH 2020	2,662.00	0.00	
	Extd Total: TAX ASSESSOR			2,662.00		
	Department Total: TAX ASSESSOR			2,662.00		
Department: LEGAL SERVICES						
Extd: LEGAL SERVICES						
0-01-20-155-000-209	LEGAL SERVICES Fees					
MARFAL	MARAZITI FALCON, LLP	20-01349	SERVICES RENDERED THRU APR-20	6,405.00	0.00	
ANSZAR	ANSELL, GRIMM & AARON, P.C.	20-01385	April 2020 General Legal	10,344.00	0.00	
ANSZAR	ANSELL, GRIMM & AARON, P.C.	20-01388	Invoice 453953 Cingular lease	640.00	0.00	
				<u>17,389.00</u>		
	Extd Total: LEGAL SERVICES			17,389.00		
	Department Total: LEGAL SERVICES			17,389.00		
Department: ENGINEERING SERVICES						
Extd: ENGINEERING SERVICES						
0-01-20-165-000-209	ENGINEERING SERVICES Fees					
TMASSO	T & M ASSOCIATES	20-01475	LAF387715 General Engineering	9,492.79	0.00	
	Extd Total: ENGINEERING SERVICES			9,492.79		
	Department Total: ENGINEERING SERVICES			9,492.79		
	CAFR Total:			37,524.82		

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CITY OF ASBURY PARK
Bill List By Budget Account

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: PLANNING BOARD						
Extd: PLANNING BOARD						
0-01-21-180-000-201	PLANNING BOARD General Plant					
JACSER JACK A. SERPICO	20-01490 Serpico PB/ZB Invoices 04/2020			1,112.50	0.00	
	Extd Total: PLANNING BOARD			1,112.50		
	Department Total: PLANNING BOARD			1,112.50		
Department: ZONING BOARD OF ADJUSTMENT						
Extd: ZONING BOARD OF ADJUSTMENT						
0-01-21-185-000-209	ZONING BOARD Fees					
JACSER JACK A. SERPICO	20-01490 Serpico PB/ZB Invoices 04/2020			1,112.50	0.00	
	Extd Total: ZONING BOARD OF ADJUSTMENT			1,112.50		
	Department Total: ZONING BOARD OF ADJUSTMENT			1,112.50		
	CAFR Total:			2,225.00		
Department: CONSTRUCTION CODE OFFICIAL						
Extd: CONSTRUCTION CODE OFFICIAL						
0-01-22-200-000-299	CONSTRUCTION CODE Misc. (In Cap)					
GRAING GRAINGER, INC.	20-00596 AFCI/GFCI TESTER			57.23	0.00	
	Extd Total: CONSTRUCTION CODE OFFICIAL			57.23		
	Department Total: CONSTRUCTION CODE OFFICIAL			57.23		
	CAFR Total:			57.23		
Department: LIABILITY INSURANCE						
Extd: LIABILITY INSURANCE						
0-01-23-210-000-209	LIABILITY INSURANCE Fees					
PMACOM PMA MANAGEMENT CORPORATION	20-01412 April 2020 Billing Statement			100,158.41	0.00	
	Extd Total: LIABILITY INSURANCE			100,158.41		
	Department Total: LIABILITY INSURANCE			100,158.41		
Department: WORKER'S COMPENSATION						
Extd: WORKER'S COMPENSATION						
0-01-23-215-000-209	WORKER'S COMPENSATION Fees					
PMACOM PMA MANAGEMENT CORPORATION	20-01412 April 2020 Billing Statement			73,687.96	0.00	
	Extd Total: WORKER'S COMPENSATION			73,687.96		
	Department Total: WORKER'S COMPENSATION			73,687.96		
	CAFR Total:			173,846.37		
Department: POLICE DEPARTMENT						
Extd: POLICE DEPARTMENT						
0-01-25-240-000-201	POLICE General Plant					
LANASO LANIGAN ASSOCIATES, INC.	20-00065 BREAST AND HAT BADGES			1,215.00	0.00	

Attachment: Bill List 5-27-2020 (2020-169 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
0-01-25-240-000-201	POLICE General Plant		Continued			
TRIFOR TRI-TECH FORENSICS, INC.		20-01020	5 gallons hand sanitizer	24.00	0.00	
WBMASON W.B.MASON CO., INC.		20-01173	#S103047194 SUPPLIES NEEDED	84.38	0.00	
				<u>1,323.38</u>		
0-01-25-240-000-202	POLICE Office Supplies					
WBMASON W.B.MASON CO., INC.		20-01323	#WBM20030 8.5 X 11 COPY PAPER	749.80	0.00	
0-01-25-240-000-203	POLICE Motor Vehicle					
EASAUT EASTERN AUTOPARTS WAREHOUSE		20-00676	Blanket Car Repairs	183.51	0.00	B
SEAFOR SEA BREEZE FORD INC.		20-01058	Pipe Fuel Filler Q#00295566	134.35	0.00	
SEAFOR SEA BREEZE FORD INC.		20-01222	Pipe Fule Filler Car 4	134.35	0.00	
QUAAUT QUALITY AUTO GLASS, INC.		20-01383	QUOTE 41936 CAR 26 WINDSHIELD	590.00	0.00	
RICAUT RICH'S AUTO BODY		20-01424	# 11570 Towed Unit 2	68.75	0.00	
QUAAUT QUALITY AUTO GLASS, INC.		20-01446	windshield Repl. Quote 41998	296.00	0.00	
				<u>1,406.96</u>		
0-01-25-240-000-218	POLICE Contract.Serv.					
GOVINC GOVERLAN, INC.		20-00983	Maintenance Support-Tech	152.00	0.00	
TREMOC TREASURER,COUNTY OF MONMOUTH		20-01131	2020 Municipal Assessment For	1,500.00	0.00	
MUNCAP MUNICIPAL CAPITAL CORPORATION		20-01391	#3466010520 Contract #18726	515.72	0.00	
				<u>2,167.72</u>		
0-01-25-240-000-237	POLICE Accreditation					
NJSTATE NJ STATE ASSOCIATION OF CHIEFS		20-01221	#IN-7064 Program Fee 2019-2020	1,667.00	0.00	
	Extd Total: POLICE DEPARTMENT			7,314.86		
	Department Total: POLICE DEPARTMENT			7,314.86		
Department: FIRE DEPARTMENT						
Extd: FIRE DEPARTMENT						
0-01-25-265-000-201	FIRE DEPT. General Plant					
THEHAR THE HARDWARE STORE		20-01165	BLANKET - MISC SUPPLIES NEEDED	33.61	0.00	B
WESPES WESTERN PEST SERVICES		20-01381	Inv #5303176B pest control svc	104.00	0.00	
				<u>137.61</u>		
0-01-25-265-000-203	FIRE DEPT. Motor Vehicle					
NJEVEH NJ EMERGENCY VEHICLES		20-00932	8356 & 8357 Parts	87.61	0.00	
DEFEME DEFENDER EMERGENCY PRODUCTS		20-01488	Inv 5016 tow antique rig	250.00	0.00	
				<u>337.61</u>		
0-01-25-265-000-214	FIRE DEPT. Building Maintenance					
COUCLE COUNTRY CLEAN, INC		20-01009	Blanket PO not to exceed	246.40	0.00	B
	Extd Total: FIRE DEPARTMENT			721.62		
	Department Total: FIRE DEPARTMENT			721.62		

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CITY OF ASBURY PARK
Bill List By Budget Account

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: MUNICIPAL PROSECUTOR						
Extd: MUNICIPAL PROSECUTOR						
0-01-25-275-000-202	PROSECUTOR Fees					
JAMBUT JAMES N. BUTLER, JR.	20-01334 April 2020 Court Sessions			2,600.00	0.00	
	Extd Total: MUNICIPAL PROSECUTOR			2,600.00		
	Department Total: MUNICIPAL PROSECUTOR			2,600.00		
	CAFR Total:			10,636.48		
Department: STREETS & ROADS MAINTENANCE						
Extd: STREETS & ROADS MAINTENANCE						
0-01-26-290-000-201	STREETS & ROAD General Plant					
GRAING GRAINGER, INC.	20-00274 Various Supplies and Tools			57.30	0.00	B
DREYE005 DREYER'S LUMBER & HARDWARE INC	20-00770 Various Supplies, Lumber, etc			69.50	0.00	B
GRAING GRAINGER, INC.	20-00916 Various Supplies and Tools			126.92	0.00	B
THEHAR THE HARDWARE STORE	20-01073 Various Supplies, Tools, etc			114.88	0.00	B
GRAING GRAINGER, INC.	20-01185 Rotary Hammer, 120V #487D89			644.37	0.00	
SUNFAR SUNSET FARM MARKET GARDEN	20-01218 Various Supplies, Tools, etc			179.94	0.00	B
JOHGUI JOHN GUIRE SUPPLY	20-01353 Various Supplies and Tools			91.96	0.00	B
				1,284.87		
0-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
ALLDIE ALLIED DIESEL SERVICE, INC.	20-00291 Service, Supplies and Tools			7.98	0.00	B
JOHGUI JOHN GUIRE SUPPLY	20-00294 Various Supplies, Tools, etc			440.21	0.00	B
GPCNA091 GPC-NAPA AUTO PARTS	20-00795 Various Supplies, Tools, etc.			115.20	0.00	B
THEHOS THE HOSE SHOP, INC.	20-00864 Various Hoses, Parts and Tools			512.45	0.00	B
EASAUT EASTERN AUTOPARTS WAREHOUSE	20-01057 Automotive Supplies and Tools			211.56	0.00	B
THEHAR THE HARDWARE STORE	20-01105 Various Supplies, Tools, etc			214.96	0.00	B
TRUIS TRIUS, INC.	20-01183 A Frame #16330100			1,166.24	0.00	
CENTJER CENTRAL JERSEY EQUIPMENT, LLC	20-01256 Various Automotive Supplies			314.90	0.00	B
NORSWE NORTHEAST SWEEPERS & RENTALS,	20-01276 ESTIMATE #1610 RAVO REPAIRS			489.42	0.00	
AERRIS AERIAL RISE LLC	20-01309 Inspection/Certification, etc			800.00	0.00	
ALTIND ALTEC INDUSTRIES, INC.	20-01310 Door, Steel, SS Rotary Latch			485.61	0.00	
HERCRY HERITAGE-CRYSTAL CLEAN, LLC	20-01336 Drum Mount & Energy Surcharge			449.02	0.00	
SEAWEL SEABOARD WELDING SUPPLY, INC.	20-01361 Acetylene & Oxygen Cylinders			83.25	0.00	
				5,290.80		
0-01-26-290-000-210	STREETS & ROAD Network Fleet					
NETWOR NETWORKFLEET, INC.	20-01494 #02099582 Monthly Service			3,519.89	0.00	
0-01-26-290-000-211	STREETS & ROAD Traffic					
SHEWIL SHERWIN WILLIAMS	20-01359 Paint, Frames, Cleaner, etc			594.68	0.00	
0-01-26-290-000-218	STREETS & ROAD Contract.Serv.					
WATEAS WATERLOGIC AMERICAS LLC	20-01358 Infiniti H/C Tower Rental			36.24	0.00	
OPTIMUM OPTIMUM	20-01421 #07866-183188-01-1 5/8 - 6/7			31.24	0.00	

Attachment: Bill List 5-27-2020 (2020-169 : Payment of Bills)

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CITY OF ASBURY PARK
Bill List By Budget Account

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
0-01-26-290-000-218	STREETS & ROAD Contract.Serv.		Continued			
PRESPE	PREVENTION SPECIALISTS, INC.	20-01472	Drug and Saliva Alcohol Tests	102.00	0.00	
				169.48		
	Extd Total: STREETS & ROADS MAINTENANCE			10,859.72		
	Department Total: STREETS & ROADS MAINTENANCE			10,859.72		
Department: SOLID WASTE COLLECTION						
Extd: SOLID WASTE COLLECTION						
0-01-26-305-000-209	SOLID WASTE Fees					
DELDEM	DELISA DEMOLITION, INC.	20-00958	Construction Debris Removal	2,149.50	0.00	B
ATLCOAS	ATLANTIC COAST FIBERS, LLC	20-01278	Single Stream-Inbound Material	9,453.60	0.00	
RUBREC	RUBBERCYCLE LLC	20-01495	#90824 Tires, Delivered 4/24	62.00	0.00	
				11,665.10		
0-01-26-305-000-218	SOLID WASTE Contract.Serv.					
DELDEM	DELISA DEMOLITION, INC.	20-01301	#184472 Trash Tipping Fees	25,590.41	0.00	
	Extd Total: SOLID WASTE COLLECTION			37,255.51		
	Department Total: SOLID WASTE COLLECTION			37,255.51		
Department: BUILDINGS & GROUNDS						
Extd: BUILDINGS & GROUNDS						
0-01-26-310-000-201	BUILDING & GND General Plant					
THEHAR	THE HARDWARE STORE	20-00382	Various Supplies, Tools, etc	18.57	0.00	B
JEMIND	JEM INDUSTRIAL SERVICES, INC.	20-01401	Products Chemical HD Sanitizer	620.00	0.00	
				638.57		
0-01-26-310-000-218	BUILDING & GND Contract.Serv.					
ALLBOI	ALLIED BOILER REPAIR CORP.	20-01208	Labor and Material/Parts	1,555.19	0.00	
	Extd Total: BUILDINGS & GROUNDS			2,193.76		
	Department Total: BUILDINGS & GROUNDS			2,193.76		
	CAFR Total:			50,308.99		
Department: SOCIAL SERVICES:						
Extd: SOCIAL SERVICES:						
0-01-27-345-000-201	SOCIAL SERVICES General Plant					
JOHRES	JOHNSON'S RESTAURANT EQUIPMENT	20-01149	INVOICE #500069 FACE MASKS	800.00	0.00	
	Extd Total: SOCIAL SERVICES:			800.00		
	Department Total: SOCIAL SERVICES:			800.00		
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
0-01-27-350-000-201	SENIOR CENTER Cleaning & Maint.Supplies					
VERALP	V.E. RALPH & SON, INC.	20-01351	INVOICE #391085 BALANCE DUE	12.91	0.00	

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0-01-27-350-000-202	SENIOR CENTER Util. and Service Contr.					
ATLFIR	ATLANTIC SECURITY & FIRE, INC. 20-01447 INVOICE #106415	3/1	5/31/20	98.85	0.00	
ATLFIR	ATLANTIC SECURITY & FIRE, INC. 20-01449 INVOICE #108672	6/1	8/31/20	98.85	0.00	
				<u>197.70</u>		
	Extd Total: SENIOR CENTER			210.61		
	Department Total: SENIOR CENTER			210.61		
	CAFR Total:			1,010.61		
Department: RECREATION SERVICES & PROGRAM						
Extd: RECREATION SERVICES & PROGRAM						
0-01-28-370-000-299	RECREATION Misc.					
INTIMP	INITIAL IMPACT	20-00256	black history month event 2/20	867.00	0.00	
	Extd Total: RECREATION SERVICES & PROGRAM			867.00		
	Department Total: RECREATION SERVICES & PROGRAM			867.00		
	CAFR Total:			867.00		
Department: LIGHTING						
Extd: LIGHT, HEAT & POWER						
0-01-31-435-435-299	LIGHT, HEAT & POWER Misc.					
NJAMER	N.J. AMERICAN WATER CO. 20-01415 #1018	210024807240	4/3 - 5/4	1,385.67	0.00	
NJAMER	N.J. AMERICAN WATER CO. 20-01435 #1018-210026563478		4/3 - 5/4	471.54	0.00	
				<u>1,857.21</u>		
	Extd Total: LIGHT, HEAT & POWER			1,857.21		
	Department Total: LIGHTING			1,857.21		
Department: TELEPHONE						
Extd: TELEPHONE						
0-01-31-440-000-299	TELEPHONE Misc.					
VERIZON	VERIZON WIRELESS	20-01343 #485430396-0001	3/26 - 4/25/20	2,799.41	0.00	
VERZON	VERIZON BUSINESS	20-01429 ACCT 152-069-551-0001-78		129.99	0.00	
ATLLC	AT&T MOBILITY LLC	20-01451 #287286595693	4/12 - 5/11	54.61	0.00	
VERIZON	VERIZON WIRELESS	20-01474 #342269861-00001	4/5 - 5/4	302.77	0.00	
				<u>3,286.78</u>		
	Extd Total: TELEPHONE			3,286.78		
	Department Total: TELEPHONE			3,286.78		
Department: GASOLINE						
Extd: GASOLINE						
0-01-31-460-000-299	GASOLINE Misc.					
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	20-01053	Ultra Low Sulfur Diesel Fuel	1,081.38	0.00	B

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
0-01-31-460-000-299	GASOLINE Misc.		Continued			
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	20-01054	Unleaded RFG Fuel	1,976.94	0.00	B
				3,058.32		
	Extd Total: GASOLINE			3,058.32		
	Department Total: GASOLINE			3,058.32		
	CAFR Total:			8,202.31		
Department: MUNICIPAL COURT						
Extd: MUNICIPAL COURT						
0-01-43-490-000-201	MUNIC COURT General Plant					
ZOOMV005	ZOOM VIDEO COMMUNICATIONS, INC	20-01439	MEMBERSHIP RENEWAL THRU 5/2021	1,166.00	0.00	
0-01-43-490-000-202	MUNIC COURT Office Supplies					
KEPSPR	KEPWELL SPRING WATER	20-01465	ACCOUNT #107589 4/30/20	14.00	0.00	
GREFIN	GREATAMERICA FINANCIAL SVCS.	20-01466	INVOICE #26984572 MAY 2020	145.00	0.00	
SEAFIR	SEABOARD FIRE & SAFETY EQUIP.	20-01467	INVOICE #19897495 INSPECTIONS	520.00	0.00	
				679.00		
	Extd Total: MUNICIPAL COURT			1,845.00		
	Department Total: MUNICIPAL COURT			1,845.00		
Department: PUBLIC DEFENDER						
Extd: PUBLIC DEFENDER						
0-01-43-495-000-021	Fees					
RONTRO	RONALD J. TROPOLI	20-01335	April 2020 Court Sessions	1,000.00	0.00	
	Extd Total: PUBLIC DEFENDER			1,000.00		
	Department Total: PUBLIC DEFENDER			1,000.00		
	CAFR Total:			2,845.00		
CAFR: CURRENT FUND NON BUDGET ACCTS:						
Department: TAXES PAYABLE:						
Extd: TAXES PAYABLE:						
0-01-55-001-000-010	REFUND OF PERMIT, LICENSE FEES					
BIGBRO	BIG BROTHERS BIG SISTERS OF	20-01315	Refund for Raffle Licenses	40.00	0.00	
	Extd Total: TAXES PAYABLE:			40.00		
	Department Total: TAXES PAYABLE:			40.00		
	CAFR Total: CURRENT FUND NON BUDGET ACCTS:			40.00		
	Fund Total: CURRENT			287,563.81		
Fund: BEACH						
Department: BEACH UTILITY O/E: OTHER EXPENSES:						
Extd: BEACH UTILITY O/E: OTHER EXPENSES:						
0-05-55-502-000-201	BEACH UTILITY O/E: General Plant					
ACTION005	ACTION YAMAHA	20-00298	Service, Supplies and Parts	210.00	0.00	B
CENTJER	CENTRAL JERSEY EQUIPMENT, LLC	20-00299	Various Supplies and Parts	42.70	0.00	B
THEHAR	THE HARDWARE STORE	20-00300	Various Supplies, Tools, etc	107.80	0.00	B

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0-05-55-502-000-201	BEACH UTILITY O/E: General Plant		Continued			
SCREE005	SCREEN STYLES, LLC	20-00953	Tees, Jackets, Rerun, etc	2,797.50	0.00	
JAEUM	JAEGER LUMBER & SUPPLY CO. INC	20-01072	Supplies/Tools f/Beach Locker	3,382.45	0.00	
KEMWOO	KEMPTON WOOD PRODUCTS, LLC	20-01178	10x12 Utility Shed w/3 windows	3,190.00	0.00	
ACCESS	ACCESSREC, LLC	20-01274	HDPE Panels & PVC Beach Chair	5,189.64	0.00	
VERIZON	VERIZON WIRELESS	20-01343	#485430396-0001 3/26 - 4/25/20	129.24	0.00	
THEHAR	THE HARDWARE STORE	20-01354	Various Supplies, Tools, etc	306.98	0.00	B
MCMCAR	MCMMASTER-CARR SUPPLY CO.	20-01402	Lifeguard Stand Hardware	159.85	0.00	
JAEUM	JAEGER LUMBER & SUPPLY CO. INC	20-01405	Lumber for Lifeguard Stands	817.55	0.00	
				16,333.71		
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			16,333.71		
	Department Total: BEACH UTILITY O/E: OTHER EXPENSES:			16,333.71		
	CAFR Total:			16,333.71		
	Fund Total: BEACH			16,333.71		
Fund:	TRANSPORTATION UTILITY: BUDGET:					
Department:	TRANSPORT.UTILITY O/E: OTHER EXPENSES:					
Extd:	TRANSPORT.UTILITY O/E: OTHER EXPENSES:					
0-06-55-502-000-201	TRANSPORT.UTILITY O/E: General Plant					
VIGSOL	VIGILANT SOLUTIONS, INC.	20-00364	#29860RI Annual CLK 2020	3,150.00	0.00	
CRAPRI	CRAFTMASTER PRINTING, INC.	20-01324	#10999 15-Minute Parking Signs	90.00	0.00	
IPSGRO	IPS GROUP, INC.	20-01395	#50909 Permit Fees April 2020	318.49	0.00	
IPSGRO	IPS GROUP, INC.	20-01396	#50136 Permit Fees March 2020	709.97	0.00	
PARKM005	PARKMOBILE USA, LLC	20-01398	#INV16970 Trans Fee April 2020	56.10	0.00	
PASPOR	PASSPORT LABS, INC.	20-01413	#INV-1012485 Tran Fee Apr 2020	412.50	0.00	
				4,737.06		
	Extd Total: TRANSPORT.UTILITY O/E: OTHER EXPENSES:			4,737.06		
	Department Total: TRANSPORT.UTILITY O/E: OTHER EXPENSES:			4,737.06		
	CAFR Total:			4,737.06		
	Fund Total: TRANSPORTATION UTILITY: BUDGET:			4,737.06		
Fund:	SEWER UTILITY: BUDGET:					
Department:	SEWER UTILITY O/E: OTHER EXPENSES:					
Extd:	SEWER UTILITY O/E: OTHER EXPENSES:					
0-07-55-502-000-201	SEWER UTILITY O/E: General Plant					
USABLU	USA BLUEBOOK	20-00302	Supplies, Parts and Tools	219.54	0.00	B
THEHAR	THE HARDWARE STORE	20-00571	Supplies & Miscellaneous Items	239.88	0.00	B
VERIZON	VERIZON WIRELESS	20-01343	#485430396-0001 3/26 - 4/25/20	108.61	0.00	
				568.03		
0-07-55-502-000-211	SEWER UTILITY O/E: Light & Power					
NJAMER	N.J. AMERICAN WATER CO.	20-01415	#1018 210024807240 4/3 - 5/4	5,522.74	0.00	

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Budget Account Vendor	Description P.O. Id P.O. Description	Amount	Void Amount	PO Type
0-07-55-502-000-218 OPTIMUM OPTIMUM	SEWER UTILITY O/E: Contract Services 20-01480 #07866-152521-04-4 5/15 - 6/14	99.89	0.00	
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:	6,190.66		
	Department Total: SEWER UTILITY O/E: OTHER EXPENSES:	6,190.66		
	CAFR Total:	6,190.66		
	Fund Total: SEWER UTILITY: BUDGET:	6,190.66		
	Year Total:	314,825.24		
Fund:	CURRENT			
Department:	POLICE DEPARTMENT			
Extd:	POLICE DEPARTMENT			
9-01-25-240-000-201 NJSTATE	POLICE General Plant NJ STATE ASSOCIATION OF CHIEFS 20-01221 #IN-7064 Program Fee 2019-2020	1,667.00	0.00	
	Extd Total: POLICE DEPARTMENT	1,667.00		
	Department Total: POLICE DEPARTMENT	1,667.00		
	CAFR Total:	1,667.00		
	Fund Total: CURRENT	1,667.00		
Fund:	SEWER UTILITY: BUDGET:			
Department:	SEWER UTILITY O/E: OTHER EXPENSES:			
Extd:	SEWER UTILITY O/E: OTHER EXPENSES:			
9-07-55-502-000-231 ENVIR005	SEWER UTILITY O/E: Lab Supplies ENVIRONMENTAL RESOURCES 19-04039 Whole Effluent Toxicity Tests	1,230.00	0.00	
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:	1,230.00		
	Department Total: SEWER UTILITY O/E: OTHER EXPENSES:	1,230.00		
	CAFR Total:	1,230.00		
	Fund Total: SEWER UTILITY: BUDGET:	1,230.00		
	Year Total:	2,897.00		
Fund:	GENERAL CAPITAL FUND BUDGET:			
Extd:	Various Road Improv. 2017-30			
C-04-55-998-170-001 TMASSO	Var. Road Improv. Section 20 2017-30 T & M ASSOCIATES 17-03316 LAF329167 Heck St.Improv.	987.75	0.00	B
	Extd Total: Various Road Improv. 2017-30	987.75		
Extd:	2019 Ord. 2019-9 Var. Capital Improv.			
C-04-55-998-177-015 JOYSYS	Administration General Plant JOY SYSTEMS INC. 20-01337 Q#050620DG1-2 - Laptops	1,221.00	0.00	
	Extd Total: 2019 Ord. 2019-9 Var. Capital Improv.	1,221.00		
	Department Total:	2,208.75		
	CAFR Total:	2,208.75		
	Fund Total: GENERAL CAPITAL FUND BUDGET:	2,208.75		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund:	PARKING CAPITAL					
Department:	Ord. 2018-41 Transport.Utility Improve.					
Extd:	Ord. 2018-41 Transport.Utility Improve.					
C-09-17-902-000-902	Transportation Utility Improvements					
IPSGRO	IPS GROUP, INC.	20-00359	QUOTE #1 PAY STATIONS (6)	49,000.00	0.00	
	Extd Total: Ord. 2018-41 Transport.Utility Improve.			49,000.00		
	Department Total: Ord. 2018-41 Transport.Utility Improve.			49,000.00		
Department:	Ord. 2019-7 Transport.Utility Improve.					
Extd:	Ord. 2019-7 Transport.Utility Improve.					
C-09-17-903-000-901	Section 20 Soft Costs					
TMASSO	T & M ASSOCIATES	19-03697	Reso 2019-328 Asbury/Ridge	3,618.60	0.00	B
	Extd Total: Ord. 2019-7 Transport.Utility Improve.			3,618.60		
	Department Total: Ord. 2019-7 Transport.Utility Improve.			3,618.60		
	CAFR Total:			52,618.60		
	Fund Total: PARKING CAPITAL			52,618.60		
Fund:	BEACH CAPITAL FUND BUDGET:					
Extd:	Ord. 2019-42 Beach Utility Improv.					
C-10-55-101-102-001	Section 20 Costs					
TMASSO	T & M ASSOCIATES	20-01452	Lifeguard ems restroom facilit	5,165.88	0.00	B
	Extd Total: Ord. 2019-42 Beach Utility Improv.			5,165.88		
	Department Total:			5,165.88		
	CAFR Total:			5,165.88		
	Fund Total: BEACH CAPITAL FUND BUDGET:			5,165.88		
	Year Total:			59,993.23		
Fund:	GRANT FUND BUDGET:					
G-02-43-871-016-218	Brownfields Petroleum Assessment					
BRORED	BROWNFIELD REDEVELOPMENT	20-01254	Payment # 35 Haz. Assessment	1,398.76	0.00	
	Extd Total:			1,398.76		
	Department Total:			1,398.76		
G-02-43-873-017-200	Brownfields Assessment Grant					
BRORED	BROWNFIELD REDEVELOPMENT	20-01254	Payment # 35 Haz. Assessment	133.74	0.00	
	Extd Total:			133.74		
	Department Total:			133.74		
G-02-43-902-018-200	NJDOT Transit Village Program					
ENGEN005	ENGENUITY INFRASTRUCTURE	20-01013	Contract for Wayfinding	5,271.75	0.00	B
	Extd Total:			5,271.75		
	Department Total:			5,271.75		

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G-02-43-905-018-200	Drunk Driving Enforcement Grant					
LANASO	LANIGAN ASSOCIATES. INC.	20-00848	FLASHLIGHTS & SAFETY VESTS	1,547.82	0.00	
	Extd Total:			1,547.82		
	Department Total:			1,547.82		
G-02-43-913-019-200	Hazardous Discharge Remediation Grant					
TMASSO	T & M ASSOCIATES	20-01476	LAF387712 Fire House	7,979.38	0.00	
	Extd Total:			7,979.38		
	Department Total:			7,979.38		
	CAFR Total:			16,331.45		
	Fund Total: GRANT FUND BUDGET:			16,331.45		
	Year Total:			16,331.45		
Fund:	COMMUNITY DEVELOPMENT BLK GRANT BUDGET:					
Extd:	2019 CDBG Allotment					
T-17-76-850-850-007	2019 Community Events					
SHORIT	SAKER SHOPRITE, INC.	20-01450	Easter event	479.90	0.00	
	Extd Total: 2019 CDBG Allotment			479.90		
	Department Total:			479.90		
	CAFR Total:			479.90		
	Fund Total: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:			479.90		
Fund:	TRUST OTHER					
T-20-56-850-860-801	Reserve for Unemployment Compensation					
NJLABO	NJ DEPT.OF LABOR:DIV.OF EMPLOY	20-01342	1ST QTR 2020 UNEMPLOYMENT	50,258.15	0.00	
	Extd Total:			50,258.15		
T-20-56-850-932-301	Reserve for Storm Recovery Trust Fund					
TRIFOR	TRI-TECH FORENSICS, INC.	20-01020	5 gallons hand sanitizer	499.95	0.00	
MUNIC005	MUNICIPAL EMERGENCY SERVICES	20-01119	quote #QT4688469 heat scanner	2,245.00	0.00	
CRAPRI	CRAFTMASTER PRINTING, INC.	20-01306	Please Keep Moving Beach Signs	170.00	0.00	
AMAZO005	AMAZON.COM SERVICES	20-01369	PPE SUPPLIES NEEDED	3,153.80	0.00	
CRAPRI	CRAFTMASTER PRINTING, INC.	20-01390	#11001 KEEP RIGHT SIGNS	354.36	0.00	
SCHWA005	SCHWARZMAN EXPORT IMPORT CO.	20-01399	QUOTE #3241815 CLOTH MASKS	2,500.00	0.00	
				8,923.11		
	Extd Total:			8,923.11		
T-20-56-850-935-312	AP PADDLE BOARD CONC.(DEAL LAKE DOCK,CO)					
ANSZAR	ANSELL,GRIMM & AARON, P.C.	20-01387	Invoice 453954 Paddle Boards	96.00	0.00	
	Extd Total:			96.00		
	Department Total:			59,277.26		
	CAFR Total:			59,277.26		
	Fund Total: TRUST OTHER			59,277.26		

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Fund:	PLANNING & ZONING ESCROW FUND BUDGET:					
CAFR:	PLANNING & ZONING ESCROW FUND BUDGET:					
T-21-00-169-000-299	1201 BRIDGE ST.(PETER GAYLORD)					
JACSER JACK A. SERPICO	20-01490 Serpico PB/ZB Invoices 04/2020			75.00	0.00	
	Extd Total:			75.00		
	Department Total:			75.00		
T-21-00-466-000-299	215 1ST AVE(REGIONAL DEVELOPMENT GROUP)					
JACSER JACK A. SERPICO	20-01490 Serpico PB/ZB Invoices 04/2020			375.00	0.00	
	Extd Total:			375.00		
	Department Total:			375.00		
T-21-00-470-000-299	610 3RD AVENUE(MICHAEL P. HURST)					
CLACAN CLARKE CATON HINTZ PC	20-01187 CCH BULK PB/ZB INVOICES			165.00	0.00	
	Extd Total:			165.00		
	Department Total:			165.00		
T-21-00-484-000-299	AP TRIANGLE(ASBURY PARTNERS,LLC/iStar)					
TMASSO T & M ASSOCIATES	20-01477 LAF384570 AP Triangle Homes			1,771.00	0.00	
JACSER JACK A. SERPICO	20-01490 Serpico PB/ZB Invoices 04/2020			112.50	0.00	
				1,883.50		
	Extd Total:			1,883.50		
	Department Total:			1,883.50		
T-21-00-492-000-299	1121 ASBURY AVE(1121 ASBURY PARK RC,LLC)					
JACSER JACK A. SERPICO	20-01490 Serpico PB/ZB Invoices 04/2020			375.00	0.00	
	Extd Total:			375.00		
	Department Total:			375.00		
T-21-00-493-000-299	1511 PARK AVENUE(JAMES CONDOS)					
JACSER JACK A. SERPICO	20-01490 Serpico PB/ZB Invoices 04/2020			75.00	0.00	
	Extd Total:			75.00		
	Department Total:			75.00		
Department: PUBLIC DEFEND.						
T-21-00-495-000-299	900-901 MATTISON AVE(ASBURY MEM.PARKWAY)					
CLACAN CLARKE CATON HINTZ PC	20-01187 CCH BULK PB/ZB INVOICES			5,950.39	0.00	
JACSER JACK A. SERPICO	20-01490 Serpico PB/ZB Invoices 04/2020			750.00	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-495-000-299 JACSER JACK A. SERPICO	900-901 MATTISON AVE(ASBURY MEM.PARKWAY) Continued	20-01498	SERPICO OUTSDNG INV 03-20	480.00 7,180.39	0.00	
	Extd Total:			7,180.39		
	Department Total: PUBLIC DEFEND.			7,180.39		
	CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET:			10,128.89		
	Fund Total: PLANNING & ZONING ESCROW FUND BUDGET:			10,128.89		
Fund:	HOWELL/ASBURY PARK RCA BUDGET:					
T-38-56-850-850-802 SCOTT005 SCOTT LENNOX & SARA MUSGAVERO	HOWELL/ASBURY PARK RCA - Miscellaneous	19-01897	RCA Rehab Not To Exceed	4,240.00	0.00	B
	Extd Total:			4,240.00		
	Department Total:			4,240.00		
	CAFR Total:			4,240.00		
	Fund Total: HOWELL/ASBURY PARK RCA BUDGET:			4,240.00		
Fund:	CITY OF ASBURY PARK REDEVELOPMENT ESCROW					
T-48-56-850-000-828 MARFAL MARAZITI FALCON, LLP	1411 KINGSLEY(178 E.94 ST.REALTY CORP.)	20-01349	SERVICES RENDERED THRU APR-20	4,030.00	0.00	
T-48-56-850-000-834 ANSZAR ANSELL,GRIMM & AARON, P.C.	722-724 COOKMAN(C&C COOKMAN DEVELOPMENT)	20-01386	Invoice 453952 Cookman Dev.	80.00	0.00	
	Extd Total:			4,110.00		
	Department Total:			4,110.00		
	CAFR Total:			4,110.00		
	Fund Total: CITY OF ASBURY PARK REDEVELOPMENT ESCROW			4,110.00		
Fund:	CITY OF ASBURY PARK CONCESSIONS ESCROW					
T-49-56-850-000-803 ANSZAR ANSELL,GRIMM & AARON, P.C.	AP PEDAL BOATS(SUNSHINE PRODUCTIONS,LLC)	20-01387	Invoice 453954 Paddle Boards	16.00	0.00	
	Extd Total:			16.00		
	Department Total:			16.00		
	CAFR Total:			16.00		
	Fund Total: CITY OF ASBURY PARK CONCESSIONS ESCROW			16.00		
	Year Total:			78,252.05		
Total Charged Lines: 267 Total List Amount: 472,298.97 Total Void Amount:				0.00		

Attachment: Bill List 5-27-2020 (2020-169 : Payment of Bills)

Totals by Year-Fund		Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
Fund Description	Fund						
CURRENT	0-01	287,563.81	0.00	287,563.81	0.00	0.00	287,563.81
BEACH	0-05	16,333.71	0.00	16,333.71	0.00	0.00	16,333.71
TRANSPORTATION UT	0-06	4,737.06	0.00	4,737.06	0.00	0.00	4,737.06
SEWER UTILITY: BU	0-07	6,190.66	0.00	6,190.66	0.00	0.00	6,190.66
Year Total:		314,825.24	0.00	314,825.24	0.00	0.00	314,825.24
CURRENT	9-01	1,667.00	0.00	1,667.00	0.00	0.00	1,667.00
SEWER UTILITY: BU	9-07	1,230.00	0.00	1,230.00	0.00	0.00	1,230.00
Year Total:		2,897.00	0.00	2,897.00	0.00	0.00	2,897.00
GENERAL CAPITAL F	C-04	2,208.75	0.00	2,208.75	0.00	0.00	2,208.75
PARKING CAPITAL	C-09	52,618.60	0.00	52,618.60	0.00	0.00	52,618.60
BEACH CAPITAL FUN	C-10	5,165.88	0.00	5,165.88	0.00	0.00	5,165.88
Year Total:		59,993.23	0.00	59,993.23	0.00	0.00	59,993.23
GRANT FUND BUDGET	G-02	16,331.45	0.00	16,331.45	0.00	0.00	16,331.45
COMMUNITY DEVELOP	T-17	479.90	0.00	479.90	0.00	0.00	479.90
TRUST OTHER	T-20	59,277.26	0.00	59,277.26	0.00	0.00	59,277.26
PLANNING & ZONING	T-21	10,128.89	0.00	10,128.89	0.00	0.00	10,128.89
HOWELL/ASBURY PAR	T-38	4,240.00	0.00	4,240.00	0.00	0.00	4,240.00
CITY OF ASBURY PA	T-48	4,110.00	0.00	4,110.00	0.00	0.00	4,110.00
CITY OF ASBURY PA	T-49	16.00	0.00	16.00	0.00	0.00	16.00
Year Total:		78,252.05	0.00	78,252.05	0.00	0.00	78,252.05
Total of All Funds:		472,298.97	0.00	472,298.97	0.00	0.00	472,298.97

Attachment: Bill List 5-27-2020 (2020-169 : Payment of Bills)

May 27, 2020 Council Meeting:

Balance Brought Forward from Total List Amount	\$ 472,298.97
SHI	<u>12,000.00</u>
	<u>\$ 484,298.97</u>



RESOLUTION NO. 2020-170

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

RESOLUTION AUTHORIZING THE MAYOR AND MUNICIPAL CLERK TO EXECUTE THE FY-2021-2023 AGREEMENT WITH MONMOUTH COUNTY FOR COOPERATIVE PARTICIPATION IN THE HOME INVESTMENT PARTNERSHIP PROGRAM PURSUANT TO THE INTER-LOCAL SERVICES ACT

WHEREAS, certain Federal funds are potentially available to Monmouth County under Title II of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 12701), commonly known as the HOME Investment Partnership Act; and

WHEREAS, it is necessary to establish a legal basis for the County and its people to benefit from this program; and

WHEREAS, an Agreement has been proposed under which the and the County of Monmouth in cooperation with other municipalities will establish an Interlocal Services Program pursuant to N.J.S.A. 40:8B-1; and

WHEREAS, it is in the best interest of the City of Asbury Park to enter into such an agreement.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Governing Body of the City of Asbury Park, that the agreement entitled "Agreement Between the County of Monmouth And Certain Municipalities Located Herein for The Establishment of a Cooperative Means of Conducting Certain Home Investment Partnership Activities", a copy of which is attached hereto, be executed by the Mayor and Municipal Clerk in accordance with the provisions of law; and

BE IT FURTHER ORDAINED that this resolution shall take effect immediately upon its enactment.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-170 which was finally adopted by the City Council at a meeting held on the 27th day of May, 2020

CERTIFIED BY ME THIS 28th DAY OF May, 2020.

MELODY HARTSGROVE
CITY CLERK

COOPERATION CONTRACT

Agreement Between the County of Monmouth and Certain Municipalities Located Therein for the Establishment of a Cooperative Means of Conducting Certain HOME Investment Partnership Program Activities

WHEREAS, Title II of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 12701), as amended, commonly known as the HOME Investment Partnerships Program, provides that geographically contiguous units of general local government can join together for the purpose of receiving a HOME allocation and administering the HOME Program as a single grantee; and

WHEREAS, this act establishes certain criteria which must be met in order for a county to be the recipient of said funding, and

WHEREAS, the Inter-local Services Act (N.J.S.A. 40:8A-et seq.) provides a mechanism through which counties and municipalities may enter into agreements for the provision of joint services, it is therefore agreed by the County of Monmouth and the City of Asbury Park as follows:

A. HOME Investment Partnership Program Planning Process

1. Nature and Extent of Services

(a.) Purpose: The purpose of this agreement is to establish a legal mechanism through which the county may apply for, receive, and disburse Federal funds available to the county, the Cities of Asbury Park and Long Branch and the Townships of Howell and Middletown. In addition it authorizes the consortium to take such actions in cooperation with each other as may be necessary to participate in the benefits of this program. Federal funds received by the consortium shall be for such activities as provided in the HOME Investment Partnership Program Final Rule (24 CFR Part 92), as amended, dated July 24, 2013, as are authorized by the Act. Nothing contained in this agreement shall deprive any participant of any powers of zoning, development control or other lawful authority which presently possesses, nor shall any participant be deprived of any State or Federal aid to which it might be entitled in its own right, except as herein provided.

(b.) Lead Entity: The County of Monmouth shall be designated as the lead entity for the purposes of this agreement. This agreement authorizes the county to act in a representative capacity for all members of the consortium for the purposes of the HOME Program. The County of Monmouth shall assume overall responsibility for ensuring that the consortium's HOME Program is carried out in compliance with the requirements of the HOME Program, including requirements concerning a Consolidated Plan in accordance with HUD regulations in 24 CFR Parts 92 and 91, respectively, and the requirements of 24 CFR 92.350. In addition, this agreement authorizes the county to amend this agreement and add new members on behalf of the entire consortium, unless the consortium requires all members to sign and approve all amendments to the agreement. With the concurrence of the Board of Chosen Freeholders an Administrative Liaison Officer shall be designated. They shall be an employee of the County. They shall, within the limits of resources available, provide technical and administrative support to the consortium, and shall provide liaison between the consortium and the Board of Chosen Freeholders.

(c) **Consolidated Program Year:** As required by section 91.402 of the Consolidated Plan final rule, all members of the HOME consortium must be on the same program year for the Community Development Block Grant (CDBG), HOME Investment Partnership (HOME), and Emergency Shelter Grants (ESG) Programs. For the purpose of this agreement and in accordance with section 91.402 of the Consolidated Plan final rule, all members of the consortium shall operate their Community Development Block Grant (CDBG), HOME Investment Partnership (HOME), and Emergency Shelter Grants (ESG) Programs beginning on July 1st and ending on June 30th of each calendar year.

(d) **Consolidated Plan:** To receive HOME funds, the members of a Consortium must submit a Consolidated Plan. A consortium is considered a unit of local government for purposes of receiving an allocation and participating in the HOME Program. Therefore, when two or more units of local government form a consortium for the purpose of receiving a formula allocation under the HOME Program, the consortium must, as a condition of funding, submit a single Consolidated Plan that covers the entire geographic area encompassed by that consortium. Where a consortium includes one or more CDBG entitlement grantees, any such grantee does not submit an individual Consolidated Plan (for the CDBG Program) in addition to the consortium's Consolidated Plan.

(e) **Qualification as a HOME Consortium:** In addition to such assurances and agreements as may have been made by previously executed ordinances in order to meet the criteria for funding eligibility as a HOME Consortium, the county and the cooperating units of general local government agree to cooperate to undertake, or to assist in undertaking housing assistance activities for the HOME Program. The county and the cooperating units of general local government agree to take all actions necessary to assure compliance with the HOME consortium's certification required by section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 109 of Title I of the Housing and Community Development Act of 1974, the Americans with Disabilities Act of 1990, and other applicable laws. The county and the cooperating units of general local government agree to affirmatively further fair housing. No consortium's funding shall be provided for activities in or in support of any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the county's actions to comply with the consortium's fair housing certification. This provision is required because noncompliance by a unit of general local government included in an HOME consortium may constitute noncompliance by the grantee (i.e. the entire HOME consortium) which can, in turn, provide cause for funding sanctions or other remedial actions by the U.S. Department of Housing and Urban Development. This agreement shall be effective only when all Federal eligibility criteria as a HOME consortium under the act have been satisfied.

2. Standards of Performance

Every Inter-local Services Agreement established pursuant to this agreement shall contain standards of performance as required by the Inter-local Services Act and by the HOME Investment Partnership Act of 1990, as amended. Annually, each member of the consortium member must prepare and submit a report to HUD that describes whether the desired objectives have been attained.

Pursuant to 24 CFR Parts 91 and 92, all members of the HOME consortium are subject to the same requirements, including the requirement of a written agreement described in 24 CFR Part 92504. This agreement includes, by reference, all provisions authorized by state and local laws that legally obligate the members of the consortium to undertake the necessary action, as determined by the county, to carry out a HOME Investment Partnership Program and the approved Consolidated Plan, and/or meet other requirements of the HOME program and other applicable law

3. Standards Applicable to Real Property Acquired or Improved in Whole or in Part with HOME Funds

The following standards apply to real property acquired or improved in whole or in part using HOME funds that are within the control of the municipality:

- (a.) Members of the consortium must notify the county in a timely manner of any modifications or change in the use of real property from that planned at the time of acquisition of improvement including disposition; and
- (b.) The municipality shall reimburse the county an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-HOME funds) of property acquired or improved with HOME funds that is sold or transferred for a use which does not qualify under HOME regulations; and
- (c.) Program income generated from disposition or transfer of property prior to or subsequent to close out, change of status or termination of the cooperation agreement between the county and the municipality shall be paid to the county.

4. Estimated Cost and Allocation Thereof

The amount of Federal funds involved shall be the amount applied for by the County of Monmouth, as the lead entity for the consortium, subject to any modification made by HUD. Any Federal funds received by letter of credit or otherwise shall be placed in a County Trust Fund established and maintained pursuant to regulations promulgated by the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs. This fund shall be in a separate bank account subject to the control of the county government, which shall be the designated lead entity for the HOME consortium provided by the Federal act. Upon authorization by the county, and in compliance with state law and promulgated regulations, the county may expend funds from this trust account for payment to a particular agency pursuant to a specific contract. Neither the county government, nor any member of the consortium may expend or commit funds except as may be authorized pursuant to this agreement and in full compliance with state and Federal laws and regulations.

5. Duration of Contract

This contract shall be effective for the three (3) program years (Federal Fiscal Years 2021, 2022, and 2023 appropriations) for which the County is to qualify to receive HOME entitlement funding and from any program income generated from the expenditure of such funds, including such additional time as may be required for the expenditure of any such funds granted to the participating unit of local government. The population of participating municipalities included in the urban county under this

agreement shall be included in the population of the urban county for three (3) successive years which will include the federal fiscal years 2021, 2022, and 2023.

This agreement will automatically be renewed for participation in successive three-year qualification periods, unless the county or the municipality provides written notice it elects not to participate in a new qualification period.

A copy of the notice must be sent to the HUD Field Office. By the date specified in HUD's urban county qualification notice for the next qualification period, the urban county will notify the participating unit of general local government in writing of its right not to participate. A copy of the county's notification to the jurisdiction must be sent to the HUD Field Office by the date specified in the urban county qualification notice.

Failure by either party to adopt an amendment to the agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for the subsequent three-year urban county qualification period, and to submit such amendment to HUD as provided in the urban county qualification notice will void the automatic renewal of such qualification period.

This Agreement remains in effect until the CDBG and HOME funds and income received with respect to activities carried out during the three-year qualification period (and any successive qualification period under agreements that provide for automatic renewals) are expended and the funded activities completed, and that the County and participating unit of general local government cannot terminate or withdraw from this Agreement while it remains in effect.

6. Duration of General Agent

The Administrative Liaison Officer selected pursuant to section A 1 C (2) of this Agreement is hereby designated as the administrative agent of the Board of Chosen Freeholders for purposes of compliance with statutory and regulatory responsibilities. He shall be accountable to the Board of Chosen Freeholders, and for this purpose shall be subject to the supervision of the Board.

Agreement as to Specific Activities

The specific activities to be included in this section will be developed in cooperation with the parties to this agreement and shall be adopted by the County HOME Program Project Selection Committee.

All projects and proposed allocations will be awarded on a competitive basis. No funding will be set-aside for any individual member of the consortium. Projects shall be selected by the County's HOME Program Project Selection Committee.

C. Program Income

- 1. That the members of the consortium must inform the county of any program income generated by the expenditure of HOME funds received by the consortium member;
2. That any such program income must be paid to the county or that the consortium member may retain the program income subject to the acceptance of a written agreement by all parties;
3. That any program income the consortium member is authorized to retain may only be used for eligible activities in accordance with all HOME requirements as may then apply;
4. That the county has the responsibility for monitoring and reporting to HUD on the use of any such program income thereby requiring appropriate recordkeeping and reporting by the consortium member as may be needed for this purpose;
5. That in the event of close-out or change in status of the consortium, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the county.

- D. This contract may be executed in substantially similarly worded counterparts, each of which shall be signed by the Freeholder Director and the chief executive of a participating municipality. Each signatory agency agrees to cooperate with all other signatories and be bound as if all had signed the same Agreement.

F. Severability and Modification Clause

In the event that any portion of the agreement shall be made inoperative by reason of judicial or administrative law ruling, the remainder of shall continue in effect. In the event that any modification of work activity shall be come necessary, the HOME Program Project Selection Committee may increase or decrease the cost of any project to concurrence by HUD, the County and the municipalities involved.

G. This agreement shall supplement any previous agreements on this subject and shall replace and supersede any previously agreed upon provisions only to the extent of conflict of purpose.

H. In no case may any party to this Agreement obstruct the implementation of the approved Consolidated Plan during the three (3) program years (Federal Fiscal Years 2021, 2022, and 2023 appropriations) in which this contract is in effect. The County has final responsibility for selecting CDBG, HOME, and ESG activities and submitting the Consolidated Plan to HUD, unless the county is a member of a HOME consortium, and then the consortium submits the Plan developed by the County.

I. The County and the cooperating unit of general local government have adopted and are enforcing:

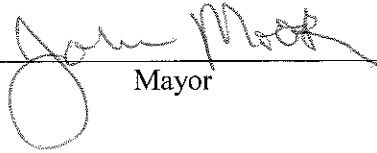
1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within the jurisdiction.

City of Asbury Park
Municipality

County of Monmouth:

Date: _____

Date: _____

By:  _____
Mayor

By: _____
Thomas A. Arnone.
Director of the Board of
Chosen Freeholders

(Municipal Clerk)

Marion Masnick
Clerk of the Board of
Chosen Freeholders



RESOLUTION NO. 2020-171

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

A RESOLUTION REQUESTING PERMISSION FOR THE DEDICATION BY RIDER FOR REVENUES DERIVED FROM DONATIONS REQUIRED BY N.J.S.A. 40A:5-29

WHEREAS, permission is required of the Director of the Division of Local Government Services for approval as a dedication by rider of revenues received by a municipality when the revenue is not subject to reasonably accurate estimates in advance; and

WHEREAS, N.J.S.A. 40A:5-29 provides for the acceptance of donations for Asbury Park Police and,

WHEREAS, N.J.S.A. 40A:4-39 provides the dedicated revenues anticipated from the donations collected is hereby anticipated as revenue and are hereby appropriated for the purpose to which said revenue is dedicated by statute or other legal requirement:

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

1. The Governing Body does hereby request permission of the Director of the Division of Local Government Services to pay expenditures for the Asbury Park Police from donations collected as per N.J.S.A. 40:5-29.
2. The Clerk of City of Asbury Park, County of Monmouth, State of New Jersey is hereby directed to forward two certified copies of this Resolution to the Director of the Division of Local Government Services.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-171 which was finally adopted by the City Council at a meeting held on the 27th day of May, 2020

CERTIFIED BY ME THIS 28th DAY OF February, 2019.

MELODY HARTSGROVE
CITY CLERK



RESOLUTION NO. 2020-172

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

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT TO THE RODGER'S GROUP FOR POLICE TRAINING

WHEREAS, the City has a need for training modules that are specifically designed to meet the New Jersey Attorney General's mandatory In-Service requirements; and

WHEREAS, the City has obtained the attached invoice from the Rodger's Group totaling \$21,268.00; and

WHEREAS, this professional service is exempt from public bidding as per N.J.S.A. 40A:11-5(1)(dd) Professional Services; and

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

WHEREAS, the Chief Financial Officer has certified that funds are available in the Current Fund 0-01-25-240-000-237; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, awards the contract for professional services related to the Police Department training Modules to The Rodger's Group in a not-to-exceed amount of \$21,268.00; and

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

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-172 which was finally adopted by the City Council at a meeting held on the 27th day of May, 2020

CERTIFIED BY ME THIS 27th DAY OF May, 2020.

MELODY HARTSGROVE
CITY CLERK



The TRG 2020-2021 Asbury Park PD Online Training Proposal

The following tables will showcase our pricing structure:

Table 1.4 The 2020-2021 Asbury Park Police Department Pricing Structure			
Employee Type	Module Cost	Modules	Total Annual Cost Per Officer
Sworn Personnel 1 to 75	\$16.00 Per Module	15	\$240.00
Sworn Personnel 76 to 100 (25% Discount)	\$12.00 Per Module	15	\$180.00
SLEO Personnel Class I, II, III All	\$100.00 Flat Fee	15	\$100.00

Table 1.5 The 2020-2021 Asbury Park Police Department Pricing Structure			
Employee Type	Annual Fee	Number of Employees	Total Annual Cost
Sworn Personnel 1 to 75 Employees	\$240.00	75	\$18,000.00
Sworn Personnel 76 to 100 Employees	\$180.00	14	\$2,520.00
SLEO Personnel All	\$100.00	30	\$3,000.00
SUBTOTAL:			\$23,520.00
2020-2021 Discount for Purchasing over 15 modules	10 Percent Discount		-\$2,352.00
TOTAL AMOUNT FOR THIS CONTRACT			\$21,268.00
TOTAL ANNUAL COST: \$21,268.00			

As listed above, the total annual cost for the TRG Online Training Program stands at **\$21,268.00**, for a comprehensive, professional, and required selection of training courses. Once the contract is established, the TRG Trainers will work with the Asbury Park Police Department DTL to finalize the training schedule.



RESOLUTION NO. 2020-173

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

AWARDING OF A CONTRACT TO MILLENNIUM COMMUNICATIONS GROUP FOR THE RENEWAL OF GENETEC ADVANTAGE

WHEREAS, the City of Asbury Park received pricing from Millennium Communications Group for the renewal of Genetec Advantage starting June 1, 2020 through May 31, 2025; and

WHEREAS, price of the project is \$16,445.75 and is attached to this Resolution; and

WHEREAS, pricing is based off of State Contract #T2989/#88740; and

WHEREAS, the City Manager is hereby authorized to sign any and all contracts and paperwork associated with this project; and

WHEREAS, the Chief Financial Officer has certified that funds are available in Police Accounts 0-01-25-240-000-218 of the official budget to which the contract will be officially charged; and the maximum dollar value of the pending contract is as set forth in the resolution; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the award of a contract to Millennium Communications in the amount of \$16,445.75.00 for the renewal of Genetec Advantage.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-173 which was finally adopted by the City Council at a meeting held on the 27th day of May, 2020

CERTIFIED BY ME THIS 27th DAY OF May, 2020.

MELODY HARTSGROVE
CITY CLERK



SPIN #143007785
 Federal GSA #GS-35F-0220R
 NJ WSCA 87720
 HCESC TEC #06
 NJ State Contract / #T2989 / #88740
 Hunterdon County HCESC TEC #06
 Passaic County Co-Op 38PCCP
 PEPPM

May 13th, 2020

Asbury Park Police Department
 (Technical Services Unit)
 One Municipal Plaza
 Asbury Park, NJ 07712

Attn: P.O. Kirby Vargas Jr.

Re: Genetec Advantage Renewal Quote

Thank you for allowing Millennium Communications Group (MCG) the opportunity to address your requirements. We propose to provide all labor and materials required to complete the following:

Genetec System ID: GSC-151130-653191
 Genetec Advantage Contract #: 11-5581-1209

Current Genetec Advantage Contract Period: Start: May 24th 2018 Ending May 31st 2020

1 Year Genetec Advantage Renewal (Start June 1st expires on May-31st-2021)

- Genetec Advantage for 1 Omnicast Enterprise Camera – 1 year
- Routine Maintenance Checkup and Updating System to new contract date
- Reinstatement for Lapsed Genetec Advantage

Total Year 1 Option \$6,341.50

2 Year Genetec Advantage Renewal (Start June 1st expires on May-31st-2022)

- Genetec Advantage for 1 Omnicast Enterprise Camera – 1 year
- Routine Maintenance Checkup and Updating System to new contract date
- Reinstatement for Lapsed Genetec Advantage

Total Year 2 Option \$10,478.75

3 Year Genetec Advantage Renewal (Start June 1st expires on May-31st-2023)

- Genetec Advantage for 1 Omnicast Enterprise Camera – 1 year
- Routine Maintenance Checkup and Updating System to new contract date
- Reinstatement for Lapsed Genetec Advantage

Total Year 3 Option \$13,222.40

One Point of Contact.
Endless Possibilities.



SPIN #143007785
Federal GSA #GS-35F-0220R
NJ WSCA 87720
HCESC TEC #06
NJ State Contract / #T2989 / #88740
Hunterdon County HCESC TEC #06
Passaic County Co-Op 38PCCP
PEPPM

4 Year Genetec Advantage Renewal (Start June 1st expires on May-31st-2024)

- Genetec Advantage for 1 Omnicast Enterprise Camera – 1 year
- Routine Maintenance Checkup and Updating System to new contract date
- Reinstatement for Lapsed Genetec Advantage

Total Year 4 Option \$15,704.75

5 Year Genetec Advantage Renewal (Start June 1st expires on May-31st-2025)

- Genetec Advantage for 1 Omnicast Enterprise Camera – 1 year
- Routine Maintenance Checkup and Updating System to new contract date
- Reinstatement for Lapsed Genetec Advantage

Total Year 5 Option \$17,446.20

Sincerely,

Keith P Burkhard

Manager, Security & Surveillance

Attachment: MILLENNIUM GENETEC ADVANTAGE RENEWAL (2020-173 : Awarding of a contract to Millennium Communications Group for the



SPIN #143007785
 Federal GSA #GS-35F-0220R
 NJ WSCA 87720
 HCESC TEC #06
 NJ State Contract / #T2989 / #88740
 Hunterdon County HCESC TEC #06
 Passaic County Co-Op 38PCCP
 PEPPM

Standard Terms & Conditions

NJ Sales tax is not included. Customer to provide appropriate tax exempt certificate. All work to be performed during normal working hours. Access without delay is the responsibility of others. Delays attributable to customer, other trades, etc. may have an impact on project schedule and pricing. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner and in accordance with industry practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accident or delays beyond our control.

This estimate is valid for 30 days. Payment terms are net 30 days from invoice date; materials will be invoiced at start of project, and progress payments for labor will be invoiced commensurate to work accomplished at the end of each month. Owner to carry fire and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Unless otherwise agreed to in writing, Buyer shall pay for the services rendered within thirty (30) days of the date of invoice. In the event

Buyer fails to pay the total purchase price within said 30-day period; Seller shall be entitled to collect an interest charge of the lesser of 1.5 % per month or the maximum amount allowed by applicable laws applied to the unpaid purchase price. Seller shall also be entitled, in addition to all other remedies available at law or in equity, to recover reasonable attorneys' fees and/or other expenses in collecting the purchase price or otherwise enforcing or successfully defending itself in respect of this sales contract. Customer signature and Purchase Order are required before work will commence.

Deposit of 35% with Order. (Mobilization & Equipment Ordering)

Tentative scheduling is four to six weeks from receipt of order and subject to change without notice.

All drawings, proposals and related documentation are proprietary and will remain the property of Millennium Communications Group Inc., until Final Payment is received-any use or reproduction of same are strictly prohibited.

Permits, fees and inspections are the responsibility of others.

Invoice will be issued for equipment received at customer site or at Millennium Communications Group Inc. warehouse.

Cancelled orders will incur a 30% restocking charge.

Equipment identified as custom order is not returnable and must be paid for in full

Materials are subject to change based on availability

Delays to the project schedule which are out of the control of Millennium Communications Group Inc. will not be cause for delays in billing per the schedule.

Changes to this contract shall not affect above payment schedule.

All work will be performed by IBEW Teledata technicians during normal business hours. No allowance has been made for restricted work hours.

MCG technicians will ONLY be authorized to perform work that is specifically listed in the above scope of work. ANY additional work will be done by executing a CHANGE ORDER.

The capabilities of the system proposed are complete as defined herein. Any prior oral or written representations outside the body of this proposal are excluded.

One Point of Contact.
Endless Possibilities.



SPIN #143007785
Federal GSA #GS-35F-0220R
NJ WSCA 87720
HCESC TEC #06
NJ State Contract / #T2989 / #88740
Hunterdon County HCESC TEC #06
Passaic County Co-Op 38PCCP
PEPPM

Customer Acceptance

The above pricing, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to perform the work as specified. Payment will be made as outlined above.

Signature	Print Name	Title	Date
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Please fax to (973) 503- 0111.

Attachment: MILLENNIUM GENETEC ADVANTAGE RENEWAL (2020-173 : Awarding of a contract to Millennium Communications Group for the



RESOLUTION NO. 2020-174

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

RESOLUTION AUTHORIZING PURCHASE OF NEW PANIC ALARMS FOR CITY HALL

WHEREAS, the City of Asbury Park ("City") has a need to purchase new panic alarms that tie into the camera system through out City Hall; and

WHEREAS, the City has obtained the attached quotes totaling \$18,728.73

- A+ Technology & Security in the amount of \$18,728.73 on State Contract #17-TELE-00231, T2424

WHEREAS, the City of Asbury Park is desirous of awarding a contract of the purchase to the vendor listed above in an amount of \$18,728.73; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts C-04-55-998-177-012 and C-04-55-998-177-014. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the purchase of new panic alarms throughout City Hall in the amount of \$18,728.73 and a copy of this Resolution shall be provided to the Director of IT, City Manager, CFO and Director of Purchasing..

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-174 which was finally adopted by the City Council at a meeting held on the 27th day of May, 2020

CERTIFIED BY ME THIS 27th DAY OF May, 2020.

MELODY HARTSGROVE
CITY CLERK



A+ TECHNOLOGY & SECURITY SOLUTIONS, INC.

www.aplustechnology.com

HEADQUARTERS • 1490 N. Clinton Avenue • Bay Shore, NY 11706 • 631.969.2600
 NEW ENGLAND • 1027 Fairfield Avenue • Bridgeport, CT 06605 • 203.290.6300

Quote

Date	Quote #
5/8/2020	ES24193

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

Ship To: City of Asbury Park
 1 Municipal Plaza
 Asbury Park NJ 07712

Title	Terms	Rep
Panic Alarms for City Hall		Parish, Justin

Ln #	Qty	Description	Unit Price	Ext. Price
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As per:

- PEPPM Cooperative #528897-123
- In accordance with NJ State Contract.
 Contract/Blanket # 17-TELE-00231
 Bid # 17DPP00085
 Description – T2424 Surveillance and Access Control Security System

1	1	Workstation License (per Workstation) Manuf. Part #: 2A8067	\$615.00	\$615.00
2	1	Select-Alert Alarm Mini Controller, Blue Manuf. Part #: STI-SA5000-B	\$50.00	\$50.00
3	2	HBUS 16 In 16 Out Board Manuf. Part #: C300688	\$840.00	\$1,680.00
4	2	Cabinet Manuf. Part #: C200100	\$175.00	\$350.00
5	2	Full-Footprint Mounting Plate Manuf. Part #: C200001	\$11.00	\$22.00
6	1	Inovonics - Receivers - EN4232MR Manuf. Part #: EN4232MR	\$462.66	\$462.66
7	10	Inovonics - Pendant Transmitters - EN1233S Manuf. Part #: EN1233S	\$91.08	\$910.80
8	1	UNDER DESK MOUNT PUCH SW MOM SPDT 10A Manuf. Part #: 15-2	\$62.37	\$62.37
9	1	18/4 STR OAS CL2P 1M BX BGE Manuf. Part #: 32151112	\$204.67	\$204.67
10	3	18/2 STR OAS CL2P 1M BX BGE Manuf. Part #: 32141112	\$126.41	\$379.23

Ln #	Qty	Description	Unit Price	Ext. Price
11	64	Installation & integration of locks, keys and security systems. <i>Manuf. Part #: Install-Access Control/Lock Specialist</i>	\$159.00	\$10,176.00
12	16	Software analysis, design, installation, and programming. <i>Manuf. Part #: Install-Programmer</i>	\$159.00	\$2,544.00
13	8	Project Management <i>Manuf. Part #: Install-Programmer</i>	\$159.00	\$1,272.00

Subtotal	\$18,728.73
Sales Tax	\$0.00
Total	\$18,728.73

Attachment: A+ TECHNOLOGY PANIC ALARM QUOTE (2020-174 : Purchase of New Paninc Alarms for the City Hall)

SCOPE OF WORK

- Will install (1) under the desk button as marked on plans to open the Salle Port garage door
- Will connect the existing Salle Port garage door the the Gallagher panel
- Will install (1) 32 zone wireless receiver and (10) wireless transmitter buttons
- Will install (1) strobe light in the Watch Command room
- Will connect (10) existing hard wired panic buttons to Gallagher
- Will move (1) panic button between Detective's office and Evidence to Street crimes

ASSUMPTIONS

- Conduit is not included
- All areas where work is to be performed are asbestos free
- Installation will occur during normal business hours Monday - Friday 8:00am - 5:00pm
- Conduit is existing between floors fr running cable
- A+ will use existing conduit and J-hooks
- Wireless panic buttons have a 25,000 square foot open air range. due to building construction, repeaters may be required to get connectivity throughout the whole building. If that is the case then n additional estimate will be provided
- All existing hardware and wiring are in good working condition

Sign here to acknowledge that you have read and understand the Scope of Work, Assumptions & Notes/Customer's Expectations.

Signature

Print Name

TERMS & CONDITIONS

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

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

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

4. (RMA) RETURN MERCHANDISE AUTHORIZATION:

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

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

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

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

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

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

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

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

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

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

Attachment: A+ TECHNOLOGY PANIC ALARM QUOTE (2020-174 : Purchase of New Panic Alarms for the City Hall)

Bill To:

City of Asbury Park
1 Municipal Plaza
Asbury Park NJ 07712

Ship To:

City of Asbury Park
1 Municipal Plaza
Asbury Park NJ 07712

Optional Leasing

Total Price: \$18,728.73
36 Month Lease: \$634.90
48 Month Lease: \$500.06
60 Month Lease: \$410.16

The Lease Payment price above is only intended to be used as a guideline and/is subject to credit approval. The actual payment is determined at the time of approval and may vary from the above. Please contact your sales associate for further details.

Remarks

Work will be scheduled upon the receipt of an authorized signature and purchase agreement. An invoice from A+ Technology & Security Solutions, Inc. will be submitted for 30% of the project upon award for mobilization and equipment purchase. A+ Technology & Security Solutions, Inc. will perform all walkthrough's during normal business hours (8am - 5pm) Monday-Friday. Work requested outside of these days and times will be charged at the then current rates for overtime, premium time and holiday time.

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

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

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

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

Signature

Print Name

Date

Attachment: A+ TECHNOLOGY PANIC ALARM QUOTE (2020-174 : Purchase of New Paninc Alarms for the City Hall)



RESOLUTION NO. 2020-175

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

RESOLUTION APPOINTING MICHAEL DELRE AS THE TAX ASSESSOR FOR THE CITY OF ASBURY PARK

WHEREAS, pursuant to N.J.S.A. 40A:9-146, seq, and Section 2-6.13 of the Asbury Park City Code, the office of Tax Assessor has been established in and for the City of Asbury Park; and

WHEREAS, per Section 2-16.13(b) of the City Code, the Tax Assessor shall be appointed by the City, and shall serve in accordance with provisions of N.J.S.A. 40A:9-146, et seq; and

WHEREAS, per N.J.S.A. 40A:9-148, the term of office of the Tax Assessor shall be for four (4) years from the first day of July next following his appointment; and

WHEREAS, the Mayor and Council have determined to appoint Michael Delre to serve as the Tax Assessor for the City effective as of May 27th; and

WHEREAS, Mr. Delre's appointment shall be affective from May 27th, 2020 through June 30, 2020, and then for the four (4) year period from July 1, 2020 through June 30, 2024.

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

1. The Mayor and Council herby appoint Michael Delre to serve as Tax Assessor for the City of Asbury Park, effective as of May 27th, 2020.
2. That Mr. Delre's appointment shall be effective from May 27th, 2020 through June 30th, 2020, and then for the four (4) year period from July 1, 2020 through June 30, 2024.
3. That a certified copy of this Resolution shall be provided to each of the following:
 - a) Donna Vieiro, City Manager;
 - b) Joann Boos, Chief Financial Officer;
 - c) Michael Delre, Tax Assessor;

- d) Mary Kay Callahan, Personnel Officer;
- e) Director of N.J. Division of Local Government Services;
- f) Edward Sasdelli, Fiscal Monitor;
- g) Matthew Clark, County Tax Administrator; and
- h) Frederick C. Raffetto, Esq., Municipal Attorney.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-175 which was finally adopted by the City Council at a meeting held on the 27th day of May, 2020

CERTIFIED BY ME THIS 28th DAY OF May, 2020.

MELODY HARTSGROVE
CITY CLERK



RESOLUTION NO. 2020-176

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

RESOLUTION ENTERING INTO AGREEMENT WITH MONMOUTH COUNTY MUNICIPAL CORONAVIRUS RELIEF FUND PROGRAM REIMBURSEMENT AGREEMENT

WHEREAS, the United States of America, the State of New Jersey, Monmouth County and the Municipality have become victims of the COVID-19 Virus and Pandemic (the "Coronavirus"); and

WHEREAS, the Coronavirus has caused economic damage and hardships to states, counties and municipalities throughout the United States of America; and

WHEREAS, on March 27, 2020 the Coronavirus Aid Relief and Economic Security Act (the "CARES Act") was signed by President Donald J. Trump; and

WHEREAS, the CARES Act was enacted, among other purposes, in order to combat the economic damage caused to states, counties and municipalities because of the Coronavirus; and

WHEREAS, Monmouth County has received CARES Act funds from the United States Treasury (the "Stimulus Funds") to be used to reimburse Monmouth County due to economic damage caused to them by the Coronavirus; and

WHEREAS, as the recipient of the "Stimulus Funds" it will be the responsibility of Monmouth County to disburse the Stimulus Funds to eligible recipients in accordance with the terms and provisions of the CARES Act and any guidelines or regulations issued by United States government or any of its agencies and/or departments; and

WHEREAS, the Freeholders have determined that it is in the best interest of the citizens of Monmouth County to dedicate a share of the funding to reimburse municipalities for COVID-19 related costs and expenses under the Municipal Coronavirus Relief Fund Program.

NOW, THEREFORE, it is stipulated and agreed as follows:

5. Purpose of Stimulus Funds. The Municipality understands and agrees that its eligibility for the receipt of any Stimulus Funds shall be determined by the terms of the "Coronavirus Relief Fund - Guidance for State, Territorial, Local and Tribal Governments - April 22, 2020" (the "Guidelines"), attached hereto as Schedule A, and any subsequent amendments and/or changes to the Guidelines. Currently excluded from the "Guidelines" as eligible reimbursements are the categories detailed in Schedule B.

5. Role of County. As the recipient of the Stimulus Funds, it shall be the responsibility of Monmouth County to act as an intermediary and establish a reasonable process for the Municipality to submit an eligible reimbursement from the Stimulus Funds. The Municipality agrees and understands that the decision as to the eligibility for reimbursement sought by the Municipality is within the sole discretion of Monmouth County.

3. Use of Stimulus Funds. The Municipality understands that the Stimulus Funds represent an amount of funds which Monmouth County has received from the Federal Government for COVID-19 related expenses. The Freeholders have determined that it is in the best interest of the citizens of Monmouth County that municipalities be permitted to request reimbursement which meets the eligibility requirements established by the CARES Act and the Federal Guidelines.

4. Processing of Claims. Monmouth County shall process and accept claims for reimbursement and shall pay eligible claims. All requests for expenditure reimbursement must be submitted to Monmouth County (using the forms and process prescribed by Monmouth County) on a cost reimbursement basis.

5. Non-Liability of Monmouth County. The Municipality understands that Monmouth County cannot guaranty that a claim for reimbursement is eligible for payment nor that any claims for reimbursements beyond the amount of the Stimulus Funds can be paid.

6. Indemnification by Municipality. The Municipality acknowledges that the role of Monmouth County as to the distribution of the Stimulus Funds shall be as an intermediary. Consequently, if, as the result of any audit performed by the United States Treasury or any other auditing agency, department or office of the United States Government, State of New Jersey, or County determines that any reimbursement made to the Municipality by Monmouth County from the Stimulus Funds was not eligible for reimbursement, then the Municipality shall repay any ineligible reimbursement within the time mandated by the United States Treasury or the agency, department or office of the United States Government for the return of any Stimulus Funds. The Municipality shall indemnify and hold harmless

Monmouth County from any claim made by the United States Treasury or any agency, department or office of the Government of the United States for the return of any payment received by the Municipality from the Stimulus Funds. Included in the claim for reimbursement shall be any legal fees, court costs or professional fees incurred by Monmouth County in defense of any claim made for return of any Stimulus Funds received by the Municipality.

7. Documents Required and Preservation of Records. Any application for reimbursement must be sufficiently documented so that Monmouth County can determine the eligibility of the claim for reimbursement including a provision whereby the Municipality certifies that it has not applied to the State or Federal governments or any insurer for the reimbursement of the same claim submitted to Monmouth County. The Municipality agrees that it will not destroy or discard any documents or records maintained and/or relied upon by the Municipality until December 31, 2027. Monmouth County shall have the right to make copies of any documents or records pertinent to the claim for Stimulus Funds and the Municipality shall provide Monmouth County with reasonable access to the documents and records.

8. Funding Reimbursement and Schedule. As Monmouth County is obligated to expend funds on or before December 30, 2020, Monmouth County will provide reimbursement for eligible expenditures incurred by participating municipalities for the period that begins March 1, 2020 and ends on November 30, 2020 using the following schedule:

- Participating municipalities shall submit requests for expenditure reimbursement for eligible expenditures to Monmouth County by no later than June 15, 2020 for the period of March 1, 2020 through June 14, 2020.
- Participating municipalities shall forward requests for expenditure reimbursement for eligible expenditures to Monmouth County by no later than September 15, 2020 for the period of March 1, 2020 through August 31, 2020. *Monmouth County will allow Municipality to submit expenses for monies expended during the prior reporting period not previously submitted.*
- Participating municipalities shall forward requests for expenditure reimbursement for eligible expenditures to Monmouth County by no later than December 15, 2020 for the period of March 1, 2020 through November 30, 2020. *Monmouth County will allow Municipality to submit expenses for monies expended during the two prior reporting periods not previously submitted.*

- Participating municipalities shall ensure that all eligible expenditures are disbursed, in cash, by no later than December 15, 2020.

Monmouth County shall review the claims for reimbursement and may make adjustments to the reimbursement based upon a determination of eligible expenditures.

Municipality understands that availability of funds is contingent on appropriations made by funding sources external to Monmouth County, such as Federal funds, and appropriations by the Monmouth County Board of Chosen Freeholders. If, at any time, Monmouth County determines that federal, state or local funds are insufficient to sustain existing or anticipated spending levels, Monmouth County may reduce, suspend, or terminate any cash, reimbursements, other payments, or allocations of funds provided by Monmouth County to Municipality, or other form of financial assistance as Monmouth County determines appropriate. If funding sources external to Monmouth County, such as Federal funds, or the Monmouth County Board of Chosen Freeholders fails at any time to continue funding Monmouth County for the payments due under this Agreement, this Agreement will be terminated as of the date funding expires without further obligation of Monmouth County.

Because there is only a finite amount of Federal funding, a pro rata allocation may be required. Municipality understands that the availability of funds is based on the total Monmouth County-wide apportionment of funds resulting from cost based reimbursement claims reported by each municipality participating in this program as well as cost based reimbursement claims incurred by Monmouth County. Depending on the total amount of cost based reimbursement claims, Monmouth County may find it necessary to reapportion funds to each participating Municipality to ensure that the total cost based reimbursement does not exceed the total amount of funds available under this program.

9. Subsequent Funds. Should Monmouth County be in receipt of any additional funds provided by the United States Government and/or the State of New Jersey to combat the Coronavirus for which the Municipality may be eligible to receive payment, at the discretion of Monmouth County, the terms and provisions of this Agreement shall apply to the disposition and processing of those claims.

10. Compliance with Federal Law and New Jersey Law. The Municipality acknowledges that the Stimulus Funds are subject to the oversight of the United States government and its agencies. Consequently, in incurring expenses for which reimbursements will be sought from the Stimulus Funds, the Municipality shall adhere to the procedures established by the Federal government. Additionally, the Municipality

shall, when incurring any expenses for which reimbursement is sought, adhere to all New Jersey purchasing and procurement laws and regulations.

As a subrecipient of federal funds, Municipality hereby specifically acknowledges its obligations relative to the expenditure reimbursement provided under this Agreement and pursuant to Federal cost principles, 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", as applicable under other federal, state and local laws, including, but not limited to:

- a. Fiscal and account procedures;
- b. Accounting records;
- c. Internal control cover cash, real and personal property, and other assets;
- d. Budgetary control to compare actual expenditures or outlays to budgeted amounts;
- e. Source documentation; and
- f. Cash management.

11. Applicable Law and Attorney Fees. Any action for the enforcement of any term or provision of this Agreement shall be governed by the law of the State of New Jersey and shall be filed in the Superior Court of the State of New Jersey, Monmouth County.

12. Duration of Agreement. This Agreement shall begin on the date first written and shall continue until either party terminates it upon thirty (30) days written notice, the depletion of the Stimulus Funds, or the end of the program period, whichever event occurs sooner.

13. Approval. By signing below the individual signing this Agreement represents that this Agreement has been approved and ratified by the governing body of the party signing it.

14. Counterparts. This Agreement may be fully executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement binding upon all parties, notwithstanding that all parties have not signed the same counterpart. Such executions may be transmitted to the parties electronically or by facsimile, and such electronic or facsimile execution shall have the same force and effect as an original signature.

15. Notices. Any notices that are provided pursuant to this Contract shall be in writing (including facsimile and electronic transmissions) and mailed or transmitted or delivered as follows:

To Monmouth County:

County of Monmouth
Hall of Records, Room 236
1 East Main Street
Freehold, NJ 07728
Attn: Michael D. Fitzgerald, County Counsel

Email: michael.fitzgerald@co.monmouth.nj.us
<<mailto:michael.fitzgerald@co.monmouth.nj.us>>

Fax: 732-431-0437

To the Municipality:

Name
Address
Email:
Fax

16. Severability. If any part of this Agreement is declared unenforceable or invalid, the remainder of the Agreement will continue in full force and effect.

17. Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached the Agreement, for the delay in performance of this Agreement when and to the extent such failure or delay is caused by acts beyond the parties' control.

18. Amendment. This Agreement cannot be modified in any way except in writing signed by the parties to the Agreement.

19. Assignment. This agreement will not be assignable by "Municipality" in whole or in part without the prior written consent of the "County".

IN WITNESS WHEREOF, the parties have signed and sealed this Agreement on the date set forth above.

ATTEST:

COUNTY OF MONMOUTH

ATTEST:

SCHEDULE A

Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments April 22, 2020

The purpose of this document is to provide guidance to recipients of the funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"). The CARES Act established the Coronavirus Relief Fund (the "Fund") and appropriated \$150 billion to the Fund. Under the CARES Act, the Fund is to be used to make payments for specified uses to States and certain local governments; the District of Columbia and U.S. Territories (consisting of the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands); and Tribal governments.

The CARES Act provides that payments from the Fund may only be used to cover costs that

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.¹

The guidance that follows sets forth the Department of the Treasury's interpretation of these limitations on the permissible use of Fund payments.

Necessary expenditures incurred due to the public health emergency

The requirement that expenditures be incurred "due to" the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency. These may include expenditures incurred to allow the State, territorial, local, or Tribal government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

The statute also specifies that expenditures using Fund payments must be "necessary." The Department of the Treasury understands this term broadly to mean that the expenditure is reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending Fund payments.

Costs not accounted for in the budget most recently approved as of March 27, 2020

The CARES Act also requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget or (b) the cost

See Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.

1

is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The "most recently approved" budget refers to the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020 A cost is "incurred" when the responsible unit of government has expended funds to cover the cost.

Nonexclusive examples of eligible expenditures

Eligible expenditures include, but are not limited to, payment for:

1. Medical expenses such as:

- COVID-19-related expenses of public hospitals, clinics, and similar facilities.
- Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
- Costs of providing COVID-19 testing, including serological testing.
- Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
- Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.

2. Public health expenses such as:

- Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
- Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
- Expenses for disinfection of public areas and other facilities, *e.g.*, nursing homes, in response to the COVID-19 public health emergency.
- Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
- Expenses for public safety measures undertaken in response to COVID-19.
- Expenses for quarantining individuals.

3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
 - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
 - Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
 - Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
 - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Nonexclusive examples of ineligible expenditures²

The following is a list of examples of costs that would *not* be eligible expenditures of payments from the Fund.

1. Expenses for the State share of Medicaid.³
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

² In addition, pursuant to section 5001(b) of the CARES Act, payments from the Fund may not be expended for an elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death. The prohibition on payment for abortions does not apply to an abortion if the pregnancy is the result of an act of rape or incest; or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed. Furthermore, no government which receives payments from the Fund may discriminate against a health care entity on the basis that the entity does not provide, pay for, provide coverage of, or refer for abortions.

See 42 C.F.R. § 433.51 and 45 C.F.R. § 75.306.

3

4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.

4

SCHEDULE B

Currently excluded from the “Guidelines” as eligible reimbursements are the categories below:

- COVID-19 related expenses of public hospitals, clinics, and similar facilities.
- Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
- Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
- Expenditures related to the provisions of grants to small businesses to reimburse the costs of business interruption caused by required closures.
- Expenditures related to a State, territorial, local, or Tribal government payroll support program.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-176 which was finally adopted by the City Council at a meeting held on the 27th day of May, 2020

CERTIFIED BY ME THIS 28th DAY OF May, 2020.

MELODY HARTSGROVE
CITY CLERK

MONMOUTH COUNTY
MUNICIPAL CORONAVIRUS RELIEF FUND PROGRAM
REIMBURSEMENT AGREEMENT

This Municipal Coronavirus Relief Fund Program Reimbursement Agreement (the "Agreement"), dated this ____ day of _____, 2020 between the County of Monmouth ("Monmouth County") located at One East Main Street, Hall of Records, Freehold, New Jersey 07728 and _____ (the "Municipality") located at _____, New Jersey

WHEREAS, the United States of America, the State of New Jersey, Monmouth County and the Municipality have become victims of the COVID-19 Virus and Pandemic (the "Coronavirus"); and

WHEREAS, the Coronavirus has caused economic damage and hardships to states, counties and municipalities throughout the United States of America; and

WHEREAS, on March 27, 2020 the Coronavirus Aid Relief and Economic Security Act (the "CARES Act") was signed by President Donald J. Trump; and

WHEREAS, the CARES Act was enacted, among other purposes, in order to combat the economic damage caused to states, counties and municipalities because of the Coronavirus; and

WHEREAS, Monmouth County has received CARES Act funds from the United States Treasury (the "Stimulus Funds") to be used to reimburse Monmouth County due to economic damage caused to them by the Coronavirus; and

WHEREAS, as the recipient of the "Stimulus Funds" it will be the responsibility of Monmouth County to disburse the Stimulus Funds to eligible recipients in accordance with the terms and provisions of the CARES Act and any guidelines or regulations issued by United States government or any of its agencies and/or departments; and

WHEREAS, the Freeholders have determined that it is in the best interest of the citizens of Monmouth County to dedicate a share of the funding to reimburse municipalities for COVID-19 related costs and expenses under the Municipal Coronavirus Relief Fund Program.

NOW, THEREFORE, it is stipulated and agreed as follows:

5. Purpose of Stimulus Funds. The Municipality understands and agrees that its eligibility for the receipt of any Stimulus Funds shall be determined by the terms of the "Coronavirus Relief Fund - Guidance for State, Territorial, Local and Tribal Governments - April 22, 2020" (the "Guidelines"), attached hereto as Schedule A, and any subsequent amendments and/or changes to the Guidelines. Currently excluded from the "Guidelines" as eligible reimbursements are the categories detailed in Schedule B.

5. Role of County. As the recipient of the Stimulus Funds, it shall be the responsibility of Monmouth County to act as an intermediary and establish a reasonable process for the Municipality to submit an eligible reimbursement from the Stimulus Funds. The Municipality agrees and understands that the decision as to the eligibility for reimbursement sought by the Municipality is within the sole discretion of Monmouth County.

3. Use of Stimulus Funds. The Municipality understands that the Stimulus Funds represent an amount of funds which Monmouth County has received from the Federal Government for COVID-19 related expenses. The Freeholders have determined that it is in the best interest of the citizens of Monmouth County that municipalities be permitted to request reimbursement which meets the eligibility requirements established by the CARES Act and the Federal Guidelines.

4. Processing of Claims. Monmouth County shall process and accept claims for reimbursement and shall pay eligible claims. All requests for expenditure reimbursement must be submitted to Monmouth County (using the forms and process prescribed by Monmouth County) on a cost reimbursement basis.

5. Non-Liability of Monmouth County. The Municipality understands that Monmouth County cannot guaranty that a claim for reimbursement is eligible for payment nor that any claims for reimbursements beyond the amount of the Stimulus Funds can be paid.

6. Indemnification by Municipality. The Municipality acknowledges that the role of Monmouth County as to the distribution of the Stimulus Funds shall be as an intermediary. Consequently, if, as the result of any audit performed by the United States Treasury or any other auditing agency, department or office of the United States Government, State of New Jersey, or County determines that any reimbursement made to the Municipality by Monmouth County from the Stimulus Funds was not eligible for reimbursement, then the Municipality shall

repay any ineligible reimbursement within the time mandated by the United States Treasury or the agency, department or office of the United States Government for the return of any Stimulus Funds. The Municipality shall indemnify and hold harmless Monmouth County from any claim made by the United States Treasury or any agency, department or office of the Government of the United States for the return of any payment received by the Municipality from the Stimulus Funds. Included in the claim for reimbursement shall be any legal fees, court costs or professional fees incurred by Monmouth County in defense of any claim made for return of any Stimulus Funds received by the Municipality.

7. Documents Required and Preservation of Records. Any application for reimbursement must be sufficiently documented so that Monmouth County can determine the eligibility of the claim for reimbursement including a provision whereby the Municipality certifies that it has not applied to the State or Federal governments or any insurer for the reimbursement of the same claim submitted to Monmouth County. The Municipality agrees that it will not destroy or discard any documents or records maintained and/or relied upon by the Municipality until December 31, 2027. Monmouth County shall have the right to make copies of any documents or records pertinent to the claim for Stimulus Funds and the Municipality shall provide Monmouth County with reasonable access to the documents and records.

8. Funding Reimbursement and Schedule. As Monmouth County is obligated to expend funds on or before December 30, 2020, Monmouth County will provide reimbursement for eligible expenditures incurred by participating municipalities for the period that begins March 1, 2020 and ends on November 30, 2020 using the following schedule:

- Participating municipalities shall submit requests for expenditure reimbursement for eligible expenditures to Monmouth County by no later than June 15, 2020 for the period of March 1, 2020 through June 14, 2020.
- Participating municipalities shall forward requests for expenditure reimbursement for eligible expenditures to Monmouth County by no later than September 15, 2020 for the period of March 1, 2020 through August 31, 2020. *Monmouth County will allow Municipality to submit expenses for monies expended during the prior reporting period not previously submitted.*
- Participating municipalities shall forward requests for expenditure

reimbursement for eligible expenditures to Monmouth County by no later than December 15, 2020 for the period of March 1, 2020 through November 30, 2020. *Monmouth County will allow Municipality to submit expenses for monies expended during the two prior reporting periods not previously submitted.*

- Participating municipalities shall ensure that all eligible expenditures are disbursed, in cash, by no later than December 15, 2020.

Monmouth County shall review the claims for reimbursement and may make adjustments to the reimbursement based upon a determination of eligible expenditures.

Municipality understands that availability of funds is contingent on appropriations made by funding sources external to Monmouth County, such as Federal funds, and appropriations by the Monmouth County Board of Chosen Freeholders. If, at any time, Monmouth County determines that federal, state or local funds are insufficient to sustain existing or anticipated spending levels, Monmouth County may reduce, suspend, or terminate any cash, reimbursements, other payments, or allocations of funds provided by Monmouth County to Municipality, or other form of financial assistance as Monmouth County determines appropriate. If funding sources external to Monmouth County, such as Federal funds, or the Monmouth County Board of Chosen Freeholders fails at any time to continue funding Monmouth County for the payments due under this Agreement, this Agreement will be terminated as of the date funding expires without further obligation of Monmouth County.

Because there is only a finite amount of Federal funding, a pro rata allocation may be required. Municipality understands that the availability of funds is based on the total Monmouth County-wide apportionment of funds resulting from cost based reimbursement claims reported by each municipality participating in this program as well as cost based reimbursement claims incurred by Monmouth County. Depending on the total amount of cost based reimbursement claims, Monmouth County may find it necessary to reapportion funds to each participating Municipality to ensure that the total cost based reimbursement does not exceed the total amount of funds available under this program.

9. Subsequent Funds. Should Monmouth County be in receipt of any additional funds provided by the United States Government and/or the State of New Jersey to combat the Coronavirus for which the Municipality may be eligible to receive payment, at the discretion of Monmouth County, the terms and

provisions of this Agreement shall apply to the disposition and processing of those claims.

10. Compliance with Federal Law and New Jersey Law. The Municipality acknowledges that the Stimulus Funds are subject to the oversight of the United States government and its agencies. Consequently, in incurring expenses for which reimbursements will be sought from the Stimulus Funds, the Municipality shall adhere to the procedures established by the Federal government. Additionally, the Municipality shall, when incurring any expenses for which reimbursement is sought, adhere to all New Jersey purchasing and procurement laws and regulations.

As a subrecipient of federal funds, Municipality hereby specifically acknowledges its obligations relative to the expenditure reimbursement provided under this Agreement and pursuant to Federal cost principles, 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", as applicable under other federal, state and local laws, including, but not limited to:

- a. Fiscal and account procedures;
- b. Accounting records;
- c. Internal control cover cash, real and personal property, and other assets;
- d. Budgetary control to compare actual expenditures or outlays to budgeted amounts;
- e. Source documentation; and
- f. Cash management.

11. Applicable Law and Attorney Fees. Any action for the enforcement of any term or provision of this Agreement shall be governed by the law of the State of New Jersey and shall be filed in the Superior Court of the State of New Jersey, Monmouth County.

12. Duration of Agreement. This Agreement shall begin on the date first written and shall continue until either party terminates it upon thirty (30) days written notice, the depletion of the Stimulus Funds, or the end of the program period, whichever event occurs sooner.

13. Approval. By signing below the individual signing this Agreement represents that this Agreement has been approved and ratified by the governing body of the party signing it.

14. Counterparts. This Agreement may be fully executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement binding upon all parties, notwithstanding that all parties have not signed the same counterpart. Such executions may be transmitted to the parties electronically or by facsimile, and such electronic or facsimile execution shall have the same force and effect as an original signature.

15. Notices. Any notices that are provided pursuant to this Contract shall be in writing (including facsimile and electronic transmissions) and mailed or transmitted or delivered as follows:

To Monmouth County:

County of Monmouth
Hall of Records, Room 236
1 East Main Street
Freehold, NJ 07728
Attn: Michael D. Fitzgerald, County Counsel
[Email: michael.fitzgerald@co.monmouth.nj.us](mailto:michael.fitzgerald@co.monmouth.nj.us)
Fax: 732-431-0437

To the Municipality:

Name
Address
Email:
Fax

16. Severability. If any part of this Agreement is declared unenforceable or invalid, the remainder of the Agreement will continue in full force and effect.

17. Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached the Agreement, for the delay in performance of this Agreement when and to the extent such failure or delay is caused by acts beyond the parties' control.

18. Amendment. This Agreement cannot be modified in any way except in writing signed by the parties to the Agreement.

19. Assignment. This agreement will not be assignable by "Municipality" in whole or in part without the prior written consent of the "County".

IN WITNESS WHEREOF, the parties have signed and sealed this Agreement on the date set forth above.

ATTEST:

COUNTY OF MONMOUTH

ATTEST:

Coronavirus Relief Fund
Guidance for State, Territorial, Local, and Tribal Governments
April 22, 2020

The purpose of this document is to provide guidance to recipients of the funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"). The CARES Act established the Coronavirus Relief Fund (the "Fund") and appropriated \$150 billion to the Fund. Under the CARES Act, the Fund is to be used to make payments for specified uses to States and certain local governments; the District of Columbia and U.S. Territories (consisting of the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands); and Tribal governments.

The CARES Act provides that payments from the Fund may only be used to cover costs that

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.¹

The guidance that follows sets forth the Department of the Treasury's interpretation of these limitations on the permissible use of Fund payments.

Necessary expenditures incurred due to the public health emergency

The requirement that expenditures be incurred "due to" the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency. These may include expenditures incurred to allow the State, territorial, local, or Tribal government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

The statute also specifies that expenditures using Fund payments must be "necessary." The Department of the Treasury understands this term broadly to mean that the expenditure is reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending Fund payments.

Costs not accounted for in the budget most recently approved as of March 27, 2020

The CARES Act also requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget or (b) the cost

See Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.

is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The "most recently approved" budget refers to the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020 A cost is "incurred" when the responsible unit of government has expended funds to cover the cost.

Nonexclusive examples of eligible expenditures

Eligible expenditures include, but are not limited to, payment for:

1. Medical expenses such as:

- COVID-19-related expenses of public hospitals, clinics, and similar facilities.
- Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
- Costs of providing COVID-19 testing, including serological testing.
- Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
- Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.

2. Public health expenses such as:

- Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
- Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
- Expenses for disinfection of public areas and other facilities, *e.g.*, nursing homes, in response to the COVID-19 public health emergency.
- Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
- Expenses for public safety measures undertaken in response to COVID-19.
- Expenses for quarantining individuals.

3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
 - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
 - Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
 - Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
 - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Nonexclusive examples of ineligible expenditures²

The following is a list of examples of costs that would *not* be eligible expenditures of payments from the Fund.

1. Expenses for the State share of Medicaid.³
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

² In addition, pursuant to section 5001(b) of the CARES Act, payments from the Fund may not be expended for an elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death. The prohibition on payment for abortions does not apply to an abortion if the pregnancy is the result of an act of rape or incest; or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed. Furthermore, no government which receives payments from the Fund may discriminate against a health care entity on the basis that the entity does not provide, pay for, provide coverage of, or refer for abortions.

See 42 C.F.R. § 433.51 and 45 C.F.R. § 75.306.

4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.

SCHEDULE B

Currently excluded from the “Guidelines” as eligible reimbursements are the categories below:

- COVID-19 related expenses of public hospitals, clinics, and similar facilities.
- Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
- Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
- Expenditures related to the provisions of grants to small businesses to reimburse the costs of business interruption caused by required closures.
- Expenditures related to a State, territorial, local, or Tribal government payroll support program.



RESOLUTION NO. 2020-177

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

AUTHORIZING A PROFESSIONAL SERVICES CONTRACT TO T&M ASSOCIATES FOR COVID-19 RISK MANAGEMENT SUPPORT

WHEREAS, on May 12, 2020 the City of Asbury Park received a proposal for COVID-19 Risk Management Support including Industrial Hygiene, HVAC Assessment and Health & Safety Services from T&M Associates; and

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

WHEREAS, the not-to-exceed cost for various services as outlined in the proposal shall not exceed \$84,500.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the Current Fund 0-01-20-100-000-250; and the maximum dollar value of the pending contract is as set forth in the resolution.

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, awards T&M Associates COVID-19 Risk Management Services as outlined in the scope of services provided on May 12, 2020 in a not-to-exceed amount of \$84,500.00.

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

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-177 which was finally adopted by the City Council at a meeting held on the 27th day of May, 2020

CERTIFIED BY ME THIS 27th DAY OF May, 2020.

MELODY HARTSGROVE
CITY CLERK



YOUR GOALS. OUR MISSION.

ASPKOH-16002

May 12, 2020

Via email & Hand delivery

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

**Re: Proposal for Professional Services
COVID-19 Risk Management Support
Industrial Hygiene, HVAC Assessment, and Health & Safety**

Dear Ms. Vieiro:

Per your request, T&M is pleased to submit our proposal for professional services to support the City of Asbury Park's response to the current COVID-19 Pandemic. Our proposed services will include Industrial Hygiene, HVAC Systems Assessment & Recommendations, and Health and Safety Services for the City of Asbury Park. Our estimated cost for this project is **\$84,500** which will include:

- A risk assessment of the Asbury Park City Hall, Department of Public Works facilities, and Senior Center.
- A plan to address gaps identified during the risk assessment.
- Implementation of the plan based on City feedback.
- On-going health and safety support through December 31, 2020.

Project Understanding:

It is our understanding from our conference call held on May 7, 2020, the City is in need of technical support and guidance to address the risks associated with COVID-19 and the safe return of staff and the public to City Hall, as well as to identify and address risks that may be present at the City's Senior Center and within the DPW facility and its daily operations.

In order to achieve the City's objectives, we offer the following scope of services for your consideration:

Attachment: TM- Asbury Park COVID-19 Health-Safety Services (2020-177 : Authorizing a Professional Services Contract to T&M Associates



Le: Donna M. Vieiro
Asbury Park City Manager

Re: COVID-19 Risk Management Support
Industrial Hygiene, HVAC Assessment, and Health & Safety

SCOPE OF SERVICES:

A. RISK ASSESSMENT PHASE

T&M will utilize the OSHA “Guidance on Preparing Workplaces for COVID-19”, published April 30, 2020, and current guidance from CDC, to complete the risk assessment. T&M will designate Thomas Burgess, CIH, CSP to complete a physical walkthrough of City Hall, Senior Center and DPW to assess risks associated with COVID-19. The risk assessment will also include an evaluation of the current HVAC systems. Mr. Burgess will also meet with each Department Head to discuss their risk concerns and evaluate staff and potential vulnerable risk groups. Mr. Burgess will produce a risk assessment report that will include a matrix that clearly defines the level of risk associated with each major activity carried out within each of the facilities. Level of risk will also take into consideration vulnerable versus non-vulnerable risk groups, as defined by the CDC. We will then document, in the matrix, the associated administrative and engineering controls (to include recommendations and potential changes to HVAC systems) currently in place and alternatives available to achieve an acceptable level of risk. Mr. Burgess will then meet with City leadership and key staff to review the draft risk assessment, discuss control alternatives, select and finalize the administrative and engineering controls that are to be implemented.

B. INFECTIOUS DISEASE PREPAREDNESS AND RESPONSE PLAN PHASE

T&M will take the risk matrix and the feedback from City staff and prepare an infectious disease preparedness and response plan that addresses each of the risks identified. This plan will be the guide for protection actions against COVID-19. The plan will address the level(s) of risk associated with the various facilities and job tasks workers perform at their respective facility. The plan will also take into consideration where the public interacts with staff and the associated risks and subsequent controls. The plan will include, but is not limited to, infection prevention measures and practices, procedures for identification and isolation of sick people if appropriate, work place flexibilities and protections, work place controls and on-going maintenance of any engineering controls, contact tracking/tracing process, safe work practices (i.e., travel) and personal protective equipment.



Le: Donna M. Vieiro
Asbury Park City Manager

Re: COVID-19 Risk Management Support
Industrial Hygiene, HVAC Assessment, and Health & Safety

C. IMPLEMENTATION PHASE

T&M will support the City with implementation of the administrative and engineering controls. The risk assessment and plan will be revised as needed to address changes that occur during the implementation phase, and to provide sufficient implementation guidance for City staff. T&M will assist with development of internal City communications to staff on plan implementation and COVID-19 risk reduction.

D. ON-GOING HEALTH & SAFETY SUPPORT PHASE

Information on disease transmission, illness trends, preventative measures and state reopening requirements are continually evolving and will impact our understanding of both COVID-19 risks and controls. In the support phase, T&M will make available Mr. Burgess on a time and materials basis to answer on-going questions, to address changes in work practices and restrictions and to provide training for staff on COVID-19 related topics. It is anticipated Mr. Burgess would be utilized for an average of 8 hours week from June 1, 2020 through December 31, 2020. This effort, if/when needed will be billed on an hourly basis based upon our current rate schedule and contract with the City. The suggested fee for Phase D is a budget estimate and will only be charged against if and when needed.

Unforeseen conditions or change in scope that require additional inspection, coordination or contract administration effort are specifically excluded from this proposal. Should such conditions arise we will immediately assess the situation and provide the City with a supplemental services proposal which must be authorized in writing prior to incurring any additional time charges.

Exceptions:

- All work outside of the specific project scope outlined above.



Le: Donna M. Vieiro
Asbury Park City Manager

Re: COVID-19 Risk Management Support
Industrial Hygiene, HVAC Assessment, and Health & Safety

SCHEDULE OF FEES

All professional services outlined in the Scope of Services items above will be completed for the estimated fees as follows:

A. Risk Assessment	\$	5,000.00
B. Infectious Disease Preparedness and Response Plan	\$	24,000.00
C. Implementation	\$	16,500.00
D. On-going Health & Safety Support Through December 31, 2020	\$	39,000.00
TOTAL ESTIMATED PROJECT COST		\$ 84,500.00

We are prepared to initiate any or all phases of the above outlined scope of work, or any portion thereof, immediately upon your authorization to proceed.

Should the City find this proposal acceptable, please indicate by signing below and kindly return for our files. We look forward to continuing to serve the City of Asbury Park.

Should you have any questions or require additional information, please do not hesitate to contact me directly.

Very truly yours,

T&M ASSOCIATES

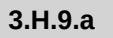
JASON D. HARZOLD

CLIENT MANAGER

On Behalf of:

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

ASBURY PARK CITY ENGINEER



Page 5 of 5



**Asbury Park, New Jersey
ORDINANCE NO. 2020-18**

AN ORDINANCE ESTABLISHING A RESTRICTED PARKING SPACE FOR USE BY HANDICAPPED PERSONS AT PROPERTY LOCATED AT 1507 BOND STREET, IN THE CITY OF ASBURY PARK, AND AMENDING AND SUPPLEMENTING SECTION 7-36, ENTITLED, "HANDICAPPED PARKING," OF CHAPTER VII, "TRAFFIC," OF THE "REVISED GENERAL ORDINANCES OF THE CITY OF ASBURY PARK, NEW JERSEY."

WHEREAS, the City of Asbury Park (the "City") has been requested to create a handicapped parking space located in front of property located at 1507 Bond Street, in the City, on the Asbury Park City Tax Map, which handicapped parking space shall be located 20 feet on center therefrom; and

WHEREAS, pursuant to N.J.S.A. 39:4-197.5, a municipality may, by Ordinance, establish restricted parking space(s) in front of residences, schools, hospitals and other public buildings, and in shopping and business districts, for use by persons who have been issued special vehicle identification cards by the Division of Motor Vehicles pursuant to the provisions of N.J.S.A. 39:4-205, when using a motor vehicle on which is displayed a certificate, for which a special vehicle identification card has been issued pursuant to N.J.S.A. 39:4-206; and

WHEREAS, the Asbury Park Police Department has reviewed and approved this request; and

WHEREAS, the City therefore wishes to designate an additional restricted parking space for use by handicapped person(s) at the aforesaid property, and to amend and supplement Section 7-36, entitled, "Handicapped Parking," of Chapter VII, "Traffic," of the "Revised General Ordinances 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, as follows:

1. There is hereby established a restricted parking space to be located at 1507 Bond Street, in the City, on the Asbury Park City Tax Map, which handicapped parking space shall begin 150 feet south of southwest corner of Bond St. and Seventh Ave. and extending 20 feet east on center therefrom, in accordance with the requirements set forth in this Ordinance.

2. The City Engineer is hereby designated to determine whether or not the said parking space and the erection of any signs associated therewith conform to the current standards prescribed by the Manual of Uniform Traffic Control Devices for Streets and Highways, as

adopted by the Commissioner of Transportation, and any other Department of Transportation rules and regulations governing parking spaces and signs, and shall certify his approval of the same to the Commissioner of Transportation in accordance with the requirements of N.J.S.A. 39:4-8.1.

3. The City is authorized to erect appropriate signage to designate the handicapped parking space established herein and may mark the street appropriately.

4. Any signs erected or street markings employed to identify the subject parking space shall clearly and conspicuously state "Parking for Handicapped Persons Only."

5. Section 7-36, entitled, "Handicapped Parking," of Chapter VII, "Traffic," of the "Revised General Ordinances of the City of Asbury Park, New Jersey," is hereby amended and supplemented to include the following:

<u>Name of Street</u>	<u>Side</u>	<u>Location</u>
1507 Bond Street	Southwest corner	1507 Bond Street, in the City, Asbury Park City Tax Map, which handicapped parking space shall begin at a point located in front of to 1507 Bond Street and 20 feet on center therefrom

6. On or before January 15th of every year (or the first weekday thereafter), the applicant shall provide proof to the City of Asbury Park Police Department that the handicapped parking space is still needed at the subject property. A failure to do so may result in the City's termination of the designated handicapped parking space.

7. The City reserves the right to terminate the designation of the within handicapped parking space at the City's discretion.

8. All other Ordinances or parts of Ordinances that are inconsistent herewith are hereby repealed to the extent of such inconsistencies.

9. 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 that portion of the Ordinance actually adjudged to be invalid, and the remaining portions of this Ordinance shall be deemed severable therefrom and shall not be affected.

10. This Ordinance shall take effect upon final passage and publication in accordance with the law.

11. A certified copy of this Ordinance shall be provided to the Commissioner of Transportation within thirty (30) days of the adoption thereof.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2020-18 which was finally adopted by the City Council at a meeting held on the 27th day of May, 2020

MELODY HARTSGROVE
CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, May 27, 2020
REGULAR MEETING

Executive Session - 5:00 p.m.

2020-168 Resolution Authorizing a meeting which excludes the public

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

Workshop Session - 6:00 p.m.

CITY MANAGER'S REPORT ON ISSUES RAISES AT PRIOR COUNCIL MEETING

City Manager, Donna Viero had no matters at this time.

ITEMS TO BE PRESENTED :

1. COVID-19 Risk Management Support Industrial Hygiene, Presentation by Jason D. Harzold, T&M Associates
Jason D. Harzold of T&M Associates, proposed an assessment of sanitation and guidance, and an infectious disease preparedness and response plan for city hall to reopen to the public and its employees.
2. Presentation of Multifamily Development for Block 4003 Lots 1,2 ,12,13, 14 and 16 - 216 Third and 215 Second Avenue by Andy Karas for K. Hovnanian
Andy Karas presented a plan for potential multifamily developments for 216 Third and 215 Second Avenue (Block 4003 Lots 1,2 ,12,13, 14 and 16).
3. Presentation of 1201 Memorial Drive (Block 203, Lot 5) for a Proposed Multifamily development by Steven Gouin for Douglas Development Corporation and seeking a redevelopment plan designation for the property.
Steven Gouin of Douglas Development Corporation presented revisions to a redevelopment plan for a potential multifamily development for 1202 Memorial Drive (Block 203, Lot 5).
4. Amendment to the STARS (Strategic Area Rebuilding Spirit) Redevelopment Plan presented by Michele Alonso, Director of Planning and Redevelopment

Director of Planning and Redevelopment, Michele Alonso presented updates and revisions to STARS (Strategic Area Rebuilding Spirit) Redevelopment Plan.

REVIEW OF AGENDA ITEMS FOR REGULAR MEETING

MATTERS FROM CITY COUNCIL

Council member Chapman stated, thank you to all city departments who got our entire city ready to open on such short notice. Everyone worked quickly to ensure that the health and safety of our residents and visitors was met. Free transportation for Asbury Park residents is available via EZ ride for medical appointments or grocery shopping. Visit www.cityofasburypark.com/freeride. Stay safe and stay healthy.

Council member Clayton stated, on Friday May 29th and Saturday May 30th the Coastal Habitat for Humanity is having a food drive between the hours of 10AM and 1pm outside their office at 1105 Memorial Drive. The Census 2020 is here, it is so important that everyone be counted. Prayers and condolences to everyone who has lost family, friends, and loved ones during this pandemic. Be safe.

Council member Kendle stated, please take our COVID-19 guidelines seriously. Wear a mask and stay six feet apart from each other. Thank you.

Deputy Mayor Quinn had no comments at this time.

Mayor Moor urged everyone to wear a mask in public and practice social distancing. He stated, we are not out of the woods yet. Anyone with ideas please call and let us know.

MATTERS FROM CITY MANAGER

City Manager, Donna Vieiro had no matters at this time.

MATTERS FROM CITY ATTORNEY

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

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

City Clerk Melody Hartsgrrove called the meeting to order at 6:13 PM.

PUBLIC PARTICIPATION

A motion was made by Council member Kendle 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, Ernest Mignoli, Doug McQueen, Rita Morano, Maureen Nevin, Sylvia Sylvia, and Kerry Butch.

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

1. Municipal Council - Regular Meeting - Apr 30, 2020 6:00 PM
2. Municipal Council - Regular Meeting - May 13, 2020 7:00 PM

INDIVIDUAL RESOLUTIONS

2020-169 Resolution Approving Payment of Bills

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

2020-170 Resolution Authorizing the Mayor and Municipal Clerk to Execute the FY-2021-2023 Agreement with Monmouth County for Cooperative Participation in The Home Investment Partnership Program Pursuant to The Inter-local Services Act

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

2020-171 A Resolution Requesting Permission for the Dedication by Rider For Revenues Derived from Donations Required by N.J.S.A. 40A:5-29

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

2020-172 Resolution Authoring a Professional Services Contract to The Rodger's Group for Police Training

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

2020-173 Awarding of a Contract to Millennium Communications Group for the Renewal of Genetec Advantage

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

2020-174 Resolution Authorizing Purchase of New Panic Alarms for City Hall

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

2020-175 Resolution Appointing Michael Delre as the Tax Assessor for the City of Asbury Park

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

2020-176 Resolution Entering into Agreement With Monmouth County Municipal Coronavirus Relief Fund Program Reimbursement Agreement

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

2020-177 Authorizing a Professional Services Contract to T&M Associates for COVID-19 Risk Management Support

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

ORDINANCES

Introduction

Second Reading/Public Hearing

2020-18 An Ordinance Establishing a Restricted Parking Space for use by Handicapped Persons at Property Located at 1507 Bond Street, in the City of Asbury Park, and Amending and Supplementing Section 7-36, Entitled, “Handicapped Parking,” of Chapter VII, “Traffic,” of the “Revised General Ordinances of the City of Asbury Park, New Jersey.”

A motion to open 2020-18 to the public was made by Deputy Mayor Quinn and seconded by Council member Chapman. All in Favor.

The following members of the public spoke: Ernest Mignoli.

A motion to close 2020-18 was made by Council member Kendle and seconded by Mayor Moor. All in favor.

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

ADJOURNMENT

The meeting was adjourned at 8:09 PM

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

Meeting was adjourned at 8:09 PM

Respectfully submitted by:

Melody Hartsgrrove, Deputy City Clerk