



Agenda
Meeting of the Municipal Council
Wednesday, May 8, 2024
REGULAR MEETING 6:00 PM

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

2024-227 Resolution Authorizing a meeting which excludes the public

A. Contract Negotiations

1. 1201 Memorial Drive: Redeveloper Plan Agreement
2. Arcari & Iovino Architectural Services Agreement: Asbury Park Restrooms
3. Beach Chairs and Umbrellas - Concession Agreement

B. Litigation

1. JLD Investment Group, LLC v. City of Asbury Park; City of Asbury Park Planning Board

C. Attorney-Client Privilege

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

Call to Order/Roll Call

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

As to comply with the "Open Public Meetings Act," Chapter 231, P.L. 1975, adequate Notice of this meeting has been provided in the following manner: The Annual Notice was forwarded to the Asbury Park Press, The Coaster and The Star Ledger on January 22, 2024, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

Special Event Applications:

Items to be Presented:

1. Presentation by Monmouth County Commissioner Director Tom Arnone and County Clerk Christine Hanlon -America's 250th Birthday

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

III. **Regular Meeting**

A. Public Participation

B. Minutes

- Municipal Council- Executive Meeting April 24, 2024 4:00 PM
- Municipal Council - Regular Meeting - Apr 24, 2024 6:00 PM

C. Individual Resolutions

- 2024-228 Resolution Approving Payment of Bills
- 2024-229 Resolution Approving Special Event Applications
- 2024-230 Resolution Amending Temporary Budget Appropriations for 2024 Budget
- 2024-231 Resolution Authorizing the Acquisition and Installation of Fencing Needed at the 4th Avenue and Heck Street Playground utilizing Monmouth County Open Space Grant
- 2024-232 Resolution Authorizing the Installation of an Irrigation System at Lake and Grand Avenue to St. James Place
- 2024-233 Resolution Authorizing Payment For Roof Replacement Needed at City Hall, DPW and Transportation Center
- 2024-234 Resolution Authorizing the Rental of a Roller-Skating Rink for the Asbury Park Two-Day Roller Rink Festival Project
- 2024-235 Resolution Amending a Professional Service Contract with T&M Associates for Remedial Action Services at the Fire Department Headquarters located at 800 Main Street
- 2024-236 Resolution Authorizing the Award of a Contract for the Operation of Seasonal Concession to Provide for the Rental of Umbrellas and Beach Chairs on the Public Beaches of Asbury Park, NJ
- 2024-237 Resolution Authorizing the Award of a Contract for the Operation of a Seasonal Concession to Provide Private Surf Lessons to the Public in a Designated Area of the Asbury Park Beachfront
- 2024-238 Resolution of the Mayor and City Council of the City of Asbury Park to Enter into the First Amendment of the Subsequent Developer Agreement with Asbury Partners, LLC and PHM Sunset Square Urban Renewal LLC to Extend the Date for the Governmental Approvals and Change the Definition of Outside Approvals Date in Connection with the Development of Property Located at Block 4205, Lots 2&3

- 2024-239 Resolution Of The City Of Asbury Park Referring The Proposed Amendment To The CBD Redevelopment Plan, City Of Asbury Park Monmouth County, Dated April 25, 2024, In Accordance With The Local Redevelopment And Housing Law, N.J.S.A. 40A:12A
- 2024-240 Resolution Authorizing Appointments To The New Jersey Urban Enterprise Zone Authority
- 2024-241 Resolution Accepting An Agreement Modification Of A Safe Routes To School Grant And Associated Design Assistance From NJDOT And Authorizing Signatories

D. Ordinances

1. Introduction

- 2024-17 Bond Ordinance Providing For The Main Street Streetscape Improvement Project, Appropriating \$900,000 Therefor And Authorizing The Issuance Of \$707,465 Bonds And Notes To Finance A Portion Of The Costs Thereof, Authorized In And By The City Of Asbury, In The County Of Monmouth, New Jersey
- 2024-18 Ordinance Of The City Of Asbury Park Amending And Supplementing Section 30-24, Entitled “Fees,” Of Article III, “Development Administration And Enforcement,” Of Chapter 30, “Land Development Regulations,” Of “The Code Of The City Of Asbury Park.”
- 2024-19 Ordinance Amending Ordinance 2024-8 which amended Chapter 7 Sections 13 and 14 to Establish Prohibiting Parking Regulations Along Emory Street and Second Avenue

2. Second Reading/Public Hearing

- 2024-11 Ordinance of the City of Asbury Park Approving and Adopting a Redevelopment Plan for Property Located at 1201 Memorial Drive (Block 203, Lot 5)
- 2024-13 Ordinance Of The City Of Asbury Park creating Article 13-1400, Entitled “LEAD-based paint inspections for residential rental dwellings,” Of Part 2, “Rental Property,” Of Chapter 13, “Property Improvement And Neighborhood Preservation - Property Maintenance Code,” Of “The Code Of The City Of Asbury Park”
- 2024-14 Ordinance Of The City Of Asbury Park Amending And Supplementing Article 13-1300, Entitled “Short-Term Rentals,” Of Part 2, “Rental Property,” Of Chapter 13, “Property Improvement And Neighborhood Preservation - Property Maintenance Code,” Of “The Code Of The City Of Asbury Park”
- 2024-15 Ordinance Of The City Of Asbury Park, In The County Of Monmouth, State Of New Jersey, Providing For The Special Assessment Of The Cost Of Certain Wastewater, Stormwater, Roadway, Streetscape, Utility And Other Infrastructure Improvements On Block 4205, Lots 2 And 3 Within

The Asbury Park Waterfront Redevelopment Area And Establishing A
Mechanism For Payment Of The Cost Thereof

2024-16 Ordinance Of The City Of Asbury Park Authorizing The Execution Of A
Financial Agreement With Phm Sunset Square Urban Renewal LLC
Concerning Property Located At Block 4205 Lots 2 And 3 On The Tax
Map Of The City Of Asbury Park And Granting A Tax Exemption

E. Adjournment

**RESOLUTION NO. 2024-227****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 8, 2024 at 6:00 PM in the Council Chambers located at 1 Municipal Plaza, Asbury Park, New Jersey, that will be limited only to consideration of an items or items with respect to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

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

A. Contract Negotiations:

1. 1201 Memorial Drive: Redeveloper Plan Agreement
2. Arcari & Iovino Architectural Services Agreement: Asbury Park Restrooms
3. Beach Chairs and Umbrellas - Concession Agreement

B. Litigation:

1. JLD Investment Group, LLC v. City of Asbury Park; City of Asbury Park Planning Board

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.

LISA ESPOSITO
CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, April 24, 2024
REGULAR MEETING

Executive Session - 4:00 p.m.

2024-201 Resolution Authorizing a meeting which excludes the public

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

Workshop Session - 6:00 p.m.

Call to Order/Roll Call

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

City Clerk Lisa Esposito called the meeting to order at 6:00 PM.

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

SPECIAL EVENT APPLICATIONS:

Director of Recreation, Leesha Floyd presented special events applications to Mayor and Council.

Minutes Acceptance: Minutes of Apr 24, 2024 6:00 PM (Minutes)

ITEMS TO BE PRESENTED:**1. NJIIF Safety Award**

Ezio Altamura and Eric Nemeth presented the 2022 NJIIF Safety Award to Mayor and Council.

Matters from City Council

Council member Ahbez-Anderson had no matters at this time.

Council member Clayton had no matters at this time.

Deputy Mayor Quinn stated, the Asbury Park Arts Council and APTV launched an initiative in 2024 called "Two-minutes with" where they are asking film makers to choose an artist or business in Asbury Park and create a two-minute video profile. The accepted films will run on APTV and can be used by subjects for their own promotion and marketing. The idea was born out of Asbury Park Arts Council Film makers meet ups as way to spotlight the depth and breath of creative energy in Asbury Park. APTV is happy to be used as a platform to amplify the works of film makers supporting local artists and small businesses. As an initiative, Asbury Park Arts Council is awarding \$100 gift certificate to Asbury Park businesses for the next 3 accepted films. Example films can be seen on the Asbury Park Arts Council YouTube channel and details on how to upload a film on the APTV website. The Asbury Park Public Arts Commission, it's our fifth year promoting the mural program. We have progressed to 13 portable murals in 2021 that you see in the downtown on Cookman Avenue and in Springwood Park. We commissioned in 2022 the murals on the south-side of the sewer plant last year, the 4 murals on the east-side of the sewer plant, and right now we are working on the mural facing Asbury Towers with the Asbury Towers residents picking the final mural.

Mayor Moor had no matters at this time.

Matters from City Manager

City Manager, Lillian Nazzaro had no matters at this time.

Matters from City Attorney

City Attorney, Frederick Raffetto stated, For anyone who is here this evening concerning the redevelopment plan for the property located at 1201 Memorial Drive. This is an important matter that has been discussed at numerous public meetings, including one public forum that was noticed to all property owners within 200 feet. Considering there is not a full contingent of the council present to consider the matter this evening, the council will be tabling the public hearing and the vote on the potential adoption of the development plan for this property until the next meeting which is going to be held on May the 8th. As such if you came here this evening solely for that matter you may wish to leave and come back on May the 8th because the City Council will not be addressing it this evening. Of course, you are certainly welcomed to stay for tonight's meeting if you wish and to speak during this evening's regular public comment period.

PUBLIC PARTICIPATION

A motion was made by Council member Ahbez-Anderson and seconded by Mayor Moor to open the meeting to the public. All were in favor. The following members of the public spoke: Eric Galipo, Michael Sodano, and Nancy Sabino made a comment about 1201 Memorial Drive Ordinance; Polli Schildge made a comment about traffic and pedestrian safety; Felicia Simmons made a comment about a community center; Michael Kirshner made a comment about road paving; Frank Cucinotta made a comment about the Boardwalk Grant Fund; and Ezio Altamura made a comment about risk management claims. A motion to close the meeting to the public was made by Mayor Moor and seconded by Deputy Mayor Quinn. All were in favor.

MINUTES

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

1. Municipal Council- Executive Meeting April 10, 2024 4:00 PM
2. Municipal Council - Regular Meeting - Apr 10, 2024 6:00 PM **Accepted**

CONSENT AGENDA RESOLUTIONS

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

2024-202 Resolution Approving Special Event Applications

2024-203 Resolution Amending Temporary Budget Appropriations for 2024 Budget

2024-204 Resolution Authorizing the Disposition of Surplus Property

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

INDIVIDUAL RESOLUTIONS

2024-206 Resolution Approving Payment Of Bills

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

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

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

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

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

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

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

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

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

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

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

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

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

2024-213 Resolution Authorizing the Acquisition and Installation of Playground Equipment for the 4th Avenue and Heck Street Playground utilizing Monmouth County Open Space Grant

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

2024-214 Resolution Authorizing the Emergency Sink Hole Repairs Needed at First Avenue

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

2024-215 Resolution Authorizing the Annual Renewal of SDL Software

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

2024-217 Resolution Approving Change Order #4 for the New Fire Department Headquarters

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

2024-218 Resolution of the Mayor and City Council of The City of Asbury Park to enter into a Professional Services Agreement with Public Resources Advisory Group for the Provision of RAB Administration for the Cove

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

2024-219 Resolution of the Mayor and City Council of The City of Asbury Park to enter into a Professional Services Agreement with Public Resources Advisory Group for the Provision of RAB Administration for 202/204 7th Avenue

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

2024-220 Resolution of the Mayor and City Council of The City of Asbury Park to Enter into a Professional Services Agreement with Public Resources Advisory Group for the Provision of RAB Administration for 407 Lake Ave

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

2024-221 Resolution Authorizing a Professional Services Contract to T&M Associates for Remedial Action Services at the New Fire Department Headquarters

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

2024-222 Resolution Approving Plans And Specifications For The Intersection Of County Route 40A (Memorial Drive) And Cookman Avenue At The Site Of The New Asbury Park Firehouse in the City of Asbury Park

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

2024-223 Resolution Of The Mayor And City Council Of The City Of Asbury Park Referring Proposed Amendments To The 1001 First Avenue Redevelopment Plan To The City Of Asbury Park Planning Board, And Directing The Planning Board To Take Certain Actions Pursuant To N.J.S.A. 40A:12A-7(e)

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

2024-224 Resolution of Support for a Project located at 901 Mattison Avenue (Block 603, Lots 3-9) and 900 Mattison Avenue (Block 607, Lot 8) to be considered for Aspire Tax Credit Program

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

2024-225 Resolution Establishing and Adopting an Amended Complete Streets Policy for the City of Asbury Park

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

ORDINANCES

Introduction

- 2024-13 Ordinance Of The City Of Asbury Park creating Article 13-1400, Entitled “LEAD-based paint inspections for residential rental dwellings,” Of Part 2, “Rental Property,” Of Chapter 13, “Property Improvement And Neighborhood Preservation - Property Maintenance Code,” Of “The Code Of The City Of Asbury Park”

RESULT: INTRODUCED [UNANIMOUS]

Next: 5/8/2024 6:00 PM

MOVER: Amy Quinn, Deputy Mayor

SECONDER: Angela Ahbez-Anderson, Councilmember

AYES: Angela Ahbez-Anderson, Yvonne Clayton, Amy Quinn, John Moor

ABSENT: Eileen Chapman

- 2024-14 Ordinance Of The City Of Asbury Park Amending And Supplementing Article 13-1300, Entitled “Short-Term Rentals,” Of Part 2, “Rental Property,” Of Chapter 13, “Property Improvement And Neighborhood Preservation - Property Maintenance Code,” Of “The Code Of The City Of Asbury Park”

RESULT: INTRODUCED [UNANIMOUS]

Next: 5/8/2024 6:00 PM

MOVER: Angela Ahbez-Anderson, Councilmember

SECONDER: Yvonne Clayton, Councilmember

AYES: Angela Ahbez-Anderson, Yvonne Clayton, Amy Quinn, John Moor

ABSENT: Eileen Chapman

- 2024-15 Ordinance Of The City Of Asbury Park, In The County Of Monmouth, State Of New Jersey, Providing For The Special Assessment Of The Cost Of Certain Wastewater, Stormwater, Roadway, Streetscape, Utility And Other Infrastructure Improvements On Block 4205, Lots 2 And 3 Within The Asbury Park Waterfront Redevelopment Area And Establishing A Mechanism For Payment Of The Cost Thereof

RESULT: INTRODUCED [UNANIMOUS]

Next: 5/8/2024 6:00 PM

MOVER: Angela Ahbez-Anderson, Councilmember

SECONDER: John Moor, Mayor

AYES: Angela Ahbez-Anderson, Yvonne Clayton, Amy Quinn, John Moor

ABSENT: Eileen Chapman

- 2024-16 Ordinance Of The City Of Asbury Park Authorizing The Execution Of A Financial Agreement With Phm Sunset Square Urban Renewal LLC Concerning Property Located At Block 4205 Lots 2 And 3 On The Tax Map Of The City Of Asbury Park And Granting A Tax Exemption

Minutes Acceptance: Minutes of Apr 24, 2024 6:00 PM (Minutes)

RESULT:	INTRODUCED [3 TO 1]
	Next: 5/8/2024 6:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	John Moor, Mayor
AYES:	Yvonne Clayton, Amy Quinn, John Moor
NAYS:	Angela Ahbez-Anderson
ABSENT:	Eileen Chapman

Second Reading/Public Hearing

2024-9 Ordinance Amending Section 20-3, Entitled “Plastic Bags,” Of Chapter 20, “Environmental Regulations,” Of “The Code Of The City Of Asbury Park.”

A motion to open 2024-9 to the public was made by Council member Ahbez-Anderson and seconded by Deputy Mayor Quinn. All were favor. No members of the public spoke.
A motion to close 2024-9 to the public was made by Mayor Moor and seconded by Deputy Mayor Quinn. All were in favor.

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

2024-10 Ordinance Of The City Of Asbury Park Amending And Supplementing Chapter STC1, Entitled “Rules And Regulations Of The Shade Tree Commission,” Of “The Code Of The City Of Asbury Park.

A motion to open 2024-10 to the public was made by Council member Ahbez-Anderson and seconded by Mayor Moor. All were favor. The following members of the public spoke: Tom Pivinski. A motion to close 2024-10 to the public was made by Council member Ahbez-Anderson and seconded by Mayor Moor. All were in favor.

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

2024-11 Ordinance of the City of Asbury Park Approving and Adopting a Redevelopment Plan for Property Located at 1201 Memorial Drive (Block 203, Lot 5)

A motion to open 2024-11 to the public was made by Deputy Mayor Quinn and seconded by Council member Clayton. All were favor. No members of the public spoke.
A motion to close 2024-11 to the public was made by Deputy Mayor Quinn and seconded by Council member Clayton.. All were in favor.

RESULT: **TABLED [UNANIMOUS]**

Next: 5/8/2024 6:00 PM

MOVER: Yvonne Clayton, Councilmember

SECONDER: Angela Ahbez-Anderson, Councilmember

AYES: Angela Ahbez-Anderson, Yvonne Clayton, Amy Quinn, John Moor

ABSENT: Eileen Chapman

2024-12 Capital Ordinance Providing For Roof Replacement And Appropriating \$2,005,308.87
Therefor, Authorized In And By The City Of Asbury Park, In The County Of Monmouth,
New Jersey

A motion to open 2024-12 to the public was made by Mayor Moor and seconded by Deputy Mayor Quinn. All were favor. No members of the public spoke.

A motion to close 2024-12 to the public was made by Mayor Moor and seconded by Deputy Mayor Quinn. All were in favor.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Yvonne Clayton, Councilmember

SECONDER: Angela Ahbez-Anderson, Councilmember

AYES: Angela Ahbez-Anderson, Yvonne Clayton, Amy Quinn, John Moor

ABSENT: Eileen Chapman

ADJOURNMENT

The meeting was adjourned at 7:20 PM

A motion to close the meeting was made by Deputy Mayor Quinn and seconded Council member Ahbez-Anderson. Meeting adjourned at 7:20 PM.

Respectfully submitted by:

Lisa Esposito, City Clerk

Minutes Acceptance: Minutes of Apr 24, 2024 6:00 PM (Minutes)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 8, 2024
RESOLUTION SUMMARY

2024-228

Resolution authorizing the payment of bills in the amount of \$1,339,837.77



RESOLUTION NO. 2024-228

**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 \$3,185,828.04

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>3,185,828.04</u>
TOTAL VOUCHERS	\$ <u>3,185,828.04</u>

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-228 which was finally adopted by the City Council at a meeting held on the 8th day of May, 2024

CERTIFIED BY ME THIS 9th DAY OF May, 2024.

LISA ESPOSITO
CITY CLERK

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

Budget Account	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
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Fund: TRANSPORTATION UTILITY: BUDGET:
 Department: UTILITY OE
 Extd: TRANS.UTILITY O/E: OTHER EXPENSES:

3-06-55-502-000-212	TRANS.UTILITY O/E: Parking Meter Supply					
IPSGRO IPS GROUP, INC.	23-02241 Tech Visit 7-31-23			950.00	0.00	
	Extd Total: TRANS.UTILITY O/E: OTHER EXPENSES:			950.00		
	Department Total: UTILITY OE			950.00		
	CAFR Total:			950.00		
	Fund Total: TRANSPORTATION UTILITY: BUDGET:			950.00		

Fund: SEWER UTILITY: BUDGET:
 Department: UTILITY OE
 Extd: SEWER UTILITY O/E: OTHER EXPENSES:

3-07-55-502-000-234	SEWER UTILITY O/E: ARP Funds					
CDMSM005 CDM SMITH INC.	23-03150 WWTP PHASE I DESIGN SERVICES			176,484.02	0.00	B
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			176,484.02		
	Department Total: UTILITY OE			176,484.02		
	CAFR Total:			176,484.02		
	Fund Total: SEWER UTILITY: BUDGET:			176,484.02		
	Year Total:			177,434.02		

Fund: CURRENT
 Department: ADMINISTRATION
 Extd: ADMINISTRATION

4-01-20-100-000-202	ADMINISTRATION Office Supplies					
WBMASON W.B.MASON CO., INC.	24-01028 Binder Pockets Assorted Colors			35.22	0.00	

4-01-20-100-000-209	ADMINISTRATION Professional Services					
KYLEM005 KYLE MCMANUS ASSOCIATES LLC	24-01009 Invoice 5497 614 Cookman			294.00	0.00	
KYLEM005 KYLE MCMANUS ASSOCIATES LLC	24-01166 Invoice 5487 Sustain. Jersey			1,102.50	0.00	
				1,396.50		

4-01-20-100-000-217	ADMINISTRATION Ads&Promotion					
NJLEAMUN NJ LEAGUE OF MUNICIPALITIES	24-00980 Job Posting: Construction Off.			160.00	0.00	
NJLEAMUN NJ LEAGUE OF MUNICIPALITIES	24-01004 Job Advertisement:Fire Subcode			160.00	0.00	
				320.00		

	Extd Total: ADMINISTRATION			1,751.72		
	Department Total: ADMINISTRATION			1,751.72		

Attachment: Bill List 5-8-24 (2024-228 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: MUNIC CLERK						
Extd: MUNICIPAL CLERK						
4-01-20-120-000-222	MUNICIPAL CLERK Training					
NJLEAMUN NJ LEAGUE OF MUNICIPALITIES	24-01147 NJLM Municipal Clerk Training			90.00	0.00	
Extd Total: MUNICIPAL CLERK				90.00		
Department Total: MUNIC CLERK				90.00		
Department: FINANCE						
Extd: FINANCIAL ADMINISTRATION						
4-01-20-130-000-202	FINANCE Office Supplies					
JERMAIL JERSEY MAIL SYSTEMS, LLC	24-00940 Ink Cartridges for Postage			441.85	0.00	
4-01-20-130-000-204	FINANCE Outside Services					
DANEL005 PROSHRED SOUTHERN NEW JERSEY	24-01065 Shredding of Payroll Records			249.00	0.00	
4-01-20-130-000-206	FINANCE Copier					
MUNCAP MUNICIPAL CAPITAL CORPORATION	24-01159 40051296 Contract Pmt 60 of 60			1,778.19	0.00	
MUNCAP MUNICIPAL CAPITAL CORPORATION	24-01160 #40115602 Payment #9 of 60			1,808.87	0.00	
				3,587.06		
4-01-20-130-000-207	FINANCE HR Testing					
MERHEA HACKENSACK MERIDIAN WORKS	24-01037 Invoice #519004 - Feb. Testing			5,340.00	0.00	
MERHEA HACKENSACK MERIDIAN WORKS	24-01117 Invoices #520487 & 521343			800.00	0.00	
				6,140.00		
4-01-20-130-000-223	FINANCE Condo Reimbursements					
3208T005 320 Eighth LLC	24-01030 1st Q 2024 Trash Reimbursement			904.14	0.00	
MONCOU9 MONMOUTH COUNCIL NO.9 CIVIL	24-01109 1st Q 2024 Trash Reimbursement			31,133.30	0.00	
HOLLY005 HOLLY HOUSE PRESERVATION LP	24-01196 1st Q Trash Reimbursement			2,378.82	0.00	
				34,416.26		
Extd Total: FINANCIAL ADMINISTRATION				44,834.17		
Department Total: FINANCE				44,834.17		
Department: AUDIT						
Extd: AUDIT SERVICES						
4-01-20-135-000-218	AUDIT SERVICES Contract Services					
PKFOC005 PKF O'CONNOR DAVIES, LLP	24-01192 Progress Billing for Audit			47,000.00	0.00	
Extd Total: AUDIT SERVICES				47,000.00		
Department Total: AUDIT				47,000.00		
Department: LEGAL SERVICES						
Extd: LEGAL SERVICES						
4-01-20-155-000-209	LEGAL SERVICES Fees					
ARCHGR ARCHER & GREINER, P.C.	24-01120 Bond Ord. 2023 Capital Improv.			4,460.17	0.00	
MARFAL MARAZITI FALCON, LLP	24-01135 PROFESSIONAL SERVICES RENDERED			1,242.50	0.00	

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4-01-20-155-000-209 GENBUR GENOVA BURNS LLC	LEGAL SERVICES Fees	24-01194	Continued Invoice 512123 Murray vs. AP	7,986.00 13,688.67	0.00	
	Extd Total: LEGAL SERVICES			13,688.67		
	Department Total: LEGAL SERVICES			13,688.67		
Department: APTV						
Extd: CABLE TV ADVISORY COMMITTEE						
4-01-20-162-000-201 TELCOR TELVUE CORPORATION	APTV Cont/Subs/Dues	24-01126	APTV Streaming/video host	3,240.00	0.00	
	Extd Total: CABLE TV ADVISORY COMMITTEE			3,240.00		
	Department Total: APTV			3,240.00		
	CAFR Total:			110,604.56		
Department: Planning Department						
Extd: Planning Department						
4-01-21-179-000-204 KYLEM005 KYLE MCMANUS ASSOCIATES LLC	PLANNING DEPT. Professional Svcs.	24-01009	Invoice 5497 614 Cookman	62.50	0.00	
KYLEM005 KYLE MCMANUS ASSOCIATES LLC		24-01166	Invoice 5487 Sustain. Jersey	75.00	0.00	
				137.50		
4-01-21-179-000-209 JACSER JACK A. SERPICO	PLANNING DEPT. Planning Board Fees	24-01114	PB & ZB LEGAL SVS Serpico 4.24	127.50	0.00	
THEBE005 THE BEEKMAN LAW FIRM, LLC		24-01119	LEGAL SVS Beekman 2023/ 2024	2,730.00	0.00	
				2,857.50		
4-01-21-179-000-210 THEBE005 THE BEEKMAN LAW FIRM, LLC	PLANNING DEPT. Zoning Board Fees	24-01119	LEGAL SVS Beekman 2023/ 2024	975.00	0.00	
	Extd Total: Planning Department			3,970.00		
	Department Total: Planning Department			3,970.00		
	CAFR Total:			3,970.00		
Department: CODE ENFORCE						
Extd: CODE ENFORCEMENT AND ADMIN.						
4-01-22-195-000-204 CRAPRI CRAFTMASTER PRINTING, INC.	CODE ENFORCEMENT Printing	24-01012	Elton's Business cards	45.00	0.00	
	Extd Total: CODE ENFORCEMENT AND ADMIN.			45.00		
	Department Total: CODE ENFORCE			45.00		
	CAFR Total:			45.00		
Department: POLICE						
Extd: POLICE DEPARTMENT						
4-01-25-240-000-218 MILCOM MILLENNIUM COMMUNICATIONS	POLICE Contract.Serv.	24-00619	48 SUPPORT & SERVICE HOURS	9,120.00	0.00	
THOWES THOMSON WEST CUSTOMER SERVICE		24-01141	DB intel software April	271.22	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-01-25-240-000-218 OPTIMUM OPTIMUM	POLICE Contract.Serv.	24-01142	Continued cable 4/8-5/7	287.90 9,679.12	0.00	
4-01-25-240-000-276 CIVIC005 CIVICPLUS, LLC	POLICE: PAL Expenses	24-00316	RECREATION & PAL SOFTWARE	8,044.00	0.00	
WBMASON W.B.MASON CO., INC.		24-01008	Pal gym cleaner & LABEL DIVIDER	100.70	0.00	
COSTCO COSTCO WHOLESALE		24-01074	Sister Circle program	95.26	0.00	
TJSPIZ TJ'S PIZZA		24-01146	PAL ribbon cutting-addt'l food	189.00 8,428.96	0.00	
Extd Total: POLICE DEPARTMENT				18,108.08		
Department Total: POLICE				18,108.08		
Department: FIRE DEPT.						
Extd: FIRE DEPARTMENT						
4-01-25-265-000-202 WBMASON W.B.MASON CO., INC.	FIRE DEPT. Office Supplies	24-01027	QUOTE - MISC. SUPPLIES	48.98	0.00	
4-01-25-265-000-206 MUNIC005 MUNICIPAL EMERGENCY SERVICES	FIRE DEPT. Purchase of Equipment	24-00131	Q#QT1777358 RETIREMENT BADGES	246.16	0.00	
THEHAR THE HARDWARE STORE		24-00188	BLANKET PO NOT TO EXCEED	41.36	0.00	B
ISLTEC ISLAND TECH SERVICES		24-00817	QTE:ITS057247NJv2-8376 MDT	3,450.00	0.00	
MURARM MURRAY'S UNIFORMS		24-00874	QUOTE# 95306 UNIFORMS	671.00 4,408.52	0.00	
4-01-25-265-000-214 IMPBAG IMPERIAL DADE	FIRE DEPT. Building Maintenance	24-00364	Blanket PO Not to Exceed	744.82	0.00	B
AIRGAS AIR GAS TECHNOLOGIES, INC.		24-00865	QTE:032024-02-Annual Maint.	1,876.00 2,620.82	0.00	
4-01-25-265-000-218 KNOCOM KNOX COMPANY	FIRE DEPT. Contract.Serv.	24-00813	Qte:QT-KA-53694-License Renew	721.00	0.00	
4-01-25-265-000-222 SAFETEMS Safe-T EMS & Safety Training	FIRE DEPT. Training	24-00949	INVOICE# 1833 - EMS REFRESHER	4,800.00	0.00	
4-01-25-265-000-235 TUROUT TURN OUT FIRE & SAFETY, INC.	FIRE DEPT. Emp.New Hires	24-00862	QUOTE# 259786 UNIFORMS	3,054.86	0.00	
INSPSY INSTITUTE FOR FORENSIC		24-01056	INV#20089 PSYCH. EVALUATION	2,200.00 5,254.86	0.00	
4-01-25-265-000-253 TRESTN TREASURER, ST. OF NEW JERSEY.	FIRE DEPT. Unif.FireSafety	24-01191	FO GATES RENEWAL ID#142972	91.00	0.00	
4-01-25-265-000-255 CORON005 CORONIS HEALTH RCM, LLC dba	FIRE DEPT. Revenue Guard Fees	24-01046	Invoice CHRCM13362 March Fees	1,342.08	0.00	
4-01-25-265-000-261 ESOS0005 ESO SOLUTIONS, INC.	FIRE DEPT. Software	24-00426	Records Retention #Q-149007	500.00	0.00	

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4-01-25-265-000-261	FIRE DEPT. Software		Continued			
TARLEA	TARGETSOLUTIONS LEARNING, LLC	24-00776	I#INV85398 ANNUAL MEMBERSHIP	6,691.94	0.00	
				7,191.94		
4-01-25-265-000-270	FIRE DEPT. Pest Control					
WESPES	WESTERN PEST SERVICES	24-01106	INVOICE#8925320 APRIL 2024	131.02	0.00	
	Extd Total: FIRE DEPARTMENT			26,610.22		
	Department Total: FIRE DEPT.			26,610.22		
	CAFR Total:			44,718.30		
Department: STREETS & ROAD						
Extd: STREETS & ROADS MAINTENANCE						
4-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
THEHOS	THE HOSE SHOP, INC.	24-00071	VARIOUS PARTS BLANKET	125.05	0.00	B
FREFOR	FREEHOLD FORD	24-00183	VARIOUS PARTS BLANKET	96.34	0.00	B
GPCNA091	GPC-NAPA AUTO PARTS	24-00563	VARIOUS PARTS BLANKET	140.90	0.00	B
HUDSO005	HUDSON COUNTY MOTORS, INC.	24-00792	VARIOUS PARTS BLANKET	693.75	0.00	B
EASAUT	EASTERN AUTOPARTS WAREHOUSE	24-00858	VARIOUS PARTS BLANKET	2,652.52	0.00	B
TRIOUS	TRIOUS, INC.	24-01007	DPW ROLL-OFF SOLENOIS & SWITCH	382.22	0.00	
JESCO	JESCO, INC.	24-01022	#HB1139 DPW BACKHOE#32 REPAIRS	6,068.64	0.00	
WETIMM	W.E. TIMMERMAN COMPANY, INC.	24-01105	GUTTER BROOM/PIVOT/LINK PARTS	1,491.21	0.00	
TAYTOW	TAYLOR'S TOWING	24-01174	#257014 FOR JOHN DEERE TOWING	525.00	0.00	
				12,175.63		
4-01-26-290-000-208	STREETS & ROAD Concrete					
SUFFREDI	SUFFOLK REDI-MIX	24-00717	Concrete	673.00	0.00	B
4-01-26-290-000-215	STREETS & ROAD Misc. Hardware					
THEHAR	THE HARDWARE STORE	24-00166	Misc Hardware	20.40	0.00	B
4-01-26-290-000-216	STREETS & ROAD Carpentry Supplies					
GRAING	GRAINGER, INC.	24-01129	Duct Tape / Caulk	158.97	0.00	
4-01-26-290-000-218	STREETS & ROAD Contract.Serv.					
STAVOLA	STAVOLA ASPHALT COMPANY, INC.	24-01131	#323949 ASPHALT	120.38	0.00	
DANIE010	DANIEL VIRTGAYM	24-01156	2024 boot reimbursement	160.00	0.00	
QUEVAC	QUEEN VACUUM & SEWING MACHINE	24-01175	serbice repair & bristles	69.97	0.00	
				350.35		
4-01-26-290-000-235	STREETS & ROAD Shade Tree Commission					
GASFAM	GASKOS FAMILY FARM	24-00246	blanket PO 2024	869.98	0.00	B
CICFAR	CICCONI FARMS, INC.	24-00898	blanket not to exceed \$2500	164.85	0.00	B
				1,034.83		
	Extd Total: STREETS & ROADS MAINTENANCE			14,413.18		
	Department Total: STREETS & ROAD			14,413.18		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: SOLID WASTE						
Extd: SOLID WASTE COLLECTION						
4-01-26-305-000-209	SOLID WASTE Fees					
TRECTY	TREASURER CTY OF MONMOUTH	24-00740	#77148 RECLAMATION CENTER FEB	2,253.20	0.00	
DELDEM	DELISA DEMOLITION, INC.	24-01034	#293716 GRIT & SCREENING 4/3	1,027.22	0.00	
COUCUR	MONMOUTH COUNTY TREASURER	24-01059	use of Reclamation Center JAN	2,516.10	0.00	
DELDEM	DELISA DEMOLITION, INC.	24-01123	#294081 TRASH FEES 4/1 - 4/15	30,508.69	0.00	
COUCUR	MONMOUTH COUNTY TREASURER	24-01130	use of reclamation 3/11 & 18	1,343.89	0.00	
				37,649.10		
4-01-26-305-000-218	SOLID WASTE Contract.Serv.					
DELDEM	DELISA DEMOLITION, INC.	24-01155	monthly service May 2024	47,083.30	0.00	
	Extd Total: SOLID WASTE COLLECTION			84,732.40		
	Department Total: SOLID WASTE			84,732.40		
Department: BUILDING & GND						
Extd: BUILDINGS & GROUNDS						
4-01-26-310-000-203	BUILDING & GND Misc. Hardware					
ATLLOK	ATLANTIC LOCK & SAFE	24-00165	Misc Keys	380.14	0.00	B
4-01-26-310-000-204	BUILDING & GND Building Supplies					
ALLAI005	ALLAIRE CHEMDRY	24-00652	CLEAN M.ALONSO NEW OFFICE	288.00	0.00	
FESSE005	FESSENDEN HALL, INC.	24-01080	Misc Building Materials	765.40	0.00	B
WARGEN	WARSHAUER GENERATOR, LLC	24-01169	#93309 MONITOR 3/1/24-2/28/25	300.00	0.00	
				1,353.40		
4-01-26-310-000-206	BUILDING & GND Irrigation Supplies					
SITE0005	SITEONE LANDSCAPE SUPPLY LLC	24-00822	Misc Irrigation	134.58	0.00	B
4-01-26-310-000-209	BUILDING & GND Fees					
OPTIMUM	OPTIMUM	24-01134	#07866-197754-01-4 4/15 - 5/14	119.40	0.00	
4-01-26-310-000-210	BUILDING & GND Building Repairs					
QUEVAC	QUEEN VACUUM & SEWING MACHINE	24-01019	parts & labor repair	98.42	0.00	
FOXFO	FOX FLOORS INC.	24-01083	Carpet Repair Patch	750.00	0.00	
FOXFO	FOX FLOORS INC.	24-01095	Carpet Repair finance	800.00	0.00	
				1,648.42		
4-01-26-310-000-218	BUILDING & GND Contract.Serv.					
FOXFO	FOX FLOORS INC.	24-00859	Upstairs Kitchen flooring	1,400.00	0.00	
	Extd Total: BUILDINGS & GROUNDS			5,035.94		
	Department Total: BUILDING & GND			5,035.94		
	CAFR Total:			104,181.52		
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
4-01-27-350-000-202	SENIOR CENTER Util. and Service Contr.					
OPTIMUM	OPTIMUM	24-01163	Cable Service	8.34	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-01-27-350-000-203	SENIOR CENTER		Vehicle Maintenance			
ATLLOK	ATLANTIC LOCK & SAFE	24-00590	Keys for vehicles, back up	540.00	0.00	
4-01-27-350-000-207	SENIOR CENTER		Equipment Repair			
CDWGOV	CDW GOVERNMENT LLC	24-00915	wireless Sound Bar	246.39	0.00	
	Extd Total: SENIOR CENTER			794.73		
	Department Total: SENIOR CENTER			794.73		
	CAFR Total:			794.73		
Department: RECREATION						
Extd: RECREATION SERVICES & PROGRAM						
4-01-28-370-000-290	RECREATION		Programs/Activities			
CIVIC005	CIVICPLUS, LLC	24-00316	RECREATION & PAL SOFTWARE	8,044.00	0.00	
	Extd Total: RECREATION SERVICES & PROGRAM			8,044.00		
	Department Total: RECREATION			8,044.00		
	CAFR Total:			8,044.00		
Department: LIGHTING						
Extd: LIGHT,HEAT,POW						
4-01-31-435-435-299	LIGHT, HEAT & POWER		Misc.			
NJNATU	N.J. NATURAL GAS CO.	24-01176	Various Accounts 3/14-4/16	10,336.71	0.00	
JCPL	JCPL	24-01182	Various Accounts 3/20-4/18	232.28	0.00	
				10,568.99		
	Extd Total: LIGHT,HEAT,POW			10,568.99		
Extd: STREET/TRAFFIC						
4-01-31-435-436-299	STREET&TRAFFIC		LIGHTING Misc.			
JCPL	JCPL	24-01138	#100 064 171 216 3/27-4/25	32.12	0.00	
JCPL	JCPL	24-01182	Various Accounts 3/20-4/18	19,938.63	0.00	
JCPL	JCPL	24-01199	Various Accounts 3/26-4/23	231.40	0.00	
				20,202.15		
	Extd Total: STREET/TRAFFIC			20,202.15		
	Department Total: LIGHTING			30,771.14		
Department: TELEPHONE						
Extd: TELEPHONE						
4-01-31-440-000-299	TELEPHONE		Misc.			
ATLLC	AT&T MOBILITY LLC	24-01157	#287284651437 3/12-4/11	3,237.73	0.00	
ATLLC	AT&T MOBILITY LLC	24-01179	#287284936037 3/12-4/11	1,282.82	0.00	
ATLLC	AT&T MOBILITY LLC	24-01181	#287315151017 3/11-4/12	837.73	0.00	
				5,358.28		
	Extd Total: TELEPHONE			5,358.28		
	Department Total: TELEPHONE			5,358.28		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: GASOLINE						
Extd: GASOLINE						
4-01-31-460-000-299	GASOLINE Misc.					
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	24-01133	#490285 & #489281 FUEL	10,807.77	0.00	
	Extd Total: GASOLINE			10,807.77		
	Department Total: GASOLINE			10,807.77		
	CAFR Total:			46,937.19		
Department: MUNIC COURT						
Extd: MUNICIPAL COURT						
4-01-43-490-000-202	MUNIC COURT Office Supplies					
JERMAIL	JERSEY MAIL SYSTEMS, LLC	24-01039	mail machine ink	467.55	0.00	
HOWAR005	HOWARD TECHNOLOGY SOLUTIONS	24-01087	tally printer ribbon	255.00	0.00	
				722.55		
4-01-43-490-000-219	MUNIC COURT Judges Fees					
ROBWER	ROBIN T. WERNIK	24-01121	conflict judge 4/12/24	500.00	0.00	
4-01-43-490-000-245	MUNIC COURT Interpreter					
BEACRA	BEATRIZ C. CRANEY	24-01040	#33793 INTERPRETING SERVICES	255.00	0.00	
	Extd Total: MUNICIPAL COURT			1,477.55		
	Department Total: MUNIC COURT			1,477.55		
	CAFR Total:			1,477.55		
CAFR: CURRENT FUND NON BUDGET ACCTS:						
Department: TAXES PAYABLE:						
Extd: TAXES PAYABLE:						
4-01-55-001-000-005	PILOT \$ DUE TO COUNTY					
TRECTY	TREASURER CTY OF MONMOUTH	24-01051	1st Q 2024 Pilots	48,524.59	0.00	
	Extd Total: TAXES PAYABLE:			48,524.59		
	Department Total: TAXES PAYABLE:			48,524.59		
	CAFR Total: CURRENT FUND NON BUDGET ACCTS:			48,524.59		
	Fund Total: CURRENT			369,297.44		
Fund: BEACH						
Department: UTILITY OE						
Extd: BEACH UTILITY O/E: OTHER EXPENSES:						
4-05-55-502-000-211	BEACH UTILITY O/E: Light & Power					
MONARCH	MONARCH ELECTRIC COMPANY	24-00766	Misc Electrical Supplies	37.60	0.00	B
4-05-55-502-000-212	BEACH UTILITY O/E: Misc. Hardware					
GRAING	GRAINGER, INC.	24-00921	Flushometers for Beachfront	1,242.66	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-05-55-502-000-218 THEHAR THE HARDWARE STORE	BEACH UTILITY O/E: Tools blanket for hardware purchases	24-00907		22.17	0.00	B
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			1,302.43		
	Department Total: UTILITY OE			1,302.43		
	CAFR Total:			1,302.43		
	Fund Total: BEACH			1,302.43		
Fund:	TRANSPORTATION UTILITY: BUDGET:					
Department:	UTILITY OE					
Extd:	TRANS.UTILITY O/E: OTHER EXPENSES:					
4-06-55-502-000-204 CRAPRI CRAFTMASTER PRINTING, INC.	TRANS.UTILITY O/E: Copy/Reproduction EZRyde Flyer Printing	24-01072		160.00	0.00	
4-06-55-502-000-206 MUNCAP MUNICIPAL CAPITAL CORPORATION	TRANS.UTILITY O/E: Electronic Equip. 40051296 Contract Pmt 60 of 60	24-01159		161.68	0.00	
4-06-55-502-000-207 OPTIMUM OPTIMUM	TRANS.UTILITY O/E: Internet 07866-19695-01-3 4/15to5/14	24-01148		187.40	0.00	
4-06-55-502-000-208 PASPOR PASSPORT LABS, INC.	TRANS.UTILITY O/E: Parking Permits INV1044686 March Permits Fees	24-01124		781.20	0.00	
4-06-55-502-000-214 JAMES010 James Bonanno	TRANS.UTILITY O/E: Dues/Conferences Professional License Reimburse	24-01171		130.00	0.00	
4-06-55-502-000-220 NJNATU N.J. NATURAL GAS CO.	TRANS.UTILITY O/E: Utilities #22-0022-3490-85 3/14-4/16	24-01198		42.00	0.00	
	Extd Total: TRANS.UTILITY O/E: OTHER EXPENSES:			1,462.28		
	Department Total: UTILITY OE			1,462.28		
	CAFR Total:			1,462.28		
	Fund Total: TRANSPORTATION UTILITY: BUDGET:			1,462.28		
Fund:	SEWER UTILITY: BUDGET:					
Department:	UTILITY OE					
Extd:	SEWER UTILITY O/E: OTHER EXPENSES:					
4-07-55-502-000-205 GAYLE005 GAYLE CORPORATION	SEWER UTILITY O/E: Repairs Rotating Assy. Gormann Pump	24-00375		6,081.68	0.00	
4-07-55-502-000-211 NJNATU N.J. NATURAL GAS CO.	SEWER UTILITY O/E: Light & Power Various Accounts 3/14-4/16	24-01176		6,662.71	0.00	
4-07-55-502-000-218 MUNCAP MUNICIPAL CAPITAL CORPORATION	SEWER UTILITY O/E: Contract Services 40051296 Contract Pmt 60 of 60	24-01159		82.58	0.00	
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			12,826.97		
	Department Total: UTILITY OE			12,826.97		

Attachment: Bill List 5-8-24 (2024-228 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-07-55-506-000-901	ASB.PARTNER-SEWER ASSESS.					
ASBLLC	ASBURY PARTNERS, LLC	24-00990	1ST QTR. 2024 ODOR CONTROL	730,156.37	0.00	
	Extd Total:			730,156.37		
	Department Total:			730,156.37		
	CAFR Total:			742,983.34		
	Fund Total: SEWER UTILITY: BUDGET:			742,983.34		
	Year Total:			1,115,045.49		
Fund:	GENERAL CAPITAL FUND BUDGET:					
Extd:	Odr. 2018-57 Acq. of Real Property FH					
C-04-55-998-176-001	Section 20 Costs					
KEYTEC	KEY-TECH	23-03066	TESTING & INSPECTION CONTRACT	12,652.48	0.00	B
ARCHGR	ARCHER & GREINER, P.C.	24-01120	Bond Ord. 2023 Capital Improv.	9,517.81	0.00	
				22,170.29		
	Extd Total: Odr. 2018-57 Acq. of Real Property FH			22,170.29		
Extd:	Bond Ord. 2022-16 2022 Var. Cap. Improv.					
C-04-55-998-183-001	Section 20 Costs					
ARCHGR	ARCHER & GREINER, P.C.	24-01120	Bond Ord. 2023 Capital Improv.	1,000.00	0.00	
	Extd Total: Bond Ord. 2022-16 2022 Var. Cap. Improv.			1,000.00		
Extd:	Ord. 2023-19 Various Park Improv.					
C-04-55-998-184-001	Section 20 Costs					
ARCHGR	ARCHER & GREINER, P.C.	24-01120	Bond Ord. 2023 Capital Improv.	550.00	0.00	
	Extd Total: Ord. 2023-19 Various Park Improv.			550.00		
	Department Total:			23,720.29		
	CAFR Total:			23,720.29		
	Fund Total: GENERAL CAPITAL FUND BUDGET:			23,720.29		
Fund:	PARKING CAPITAL					
Department:	CAP. IMP. FUND					
Extd:	Ord. 2017-28 Var.Trans.Utility Improve.					
C-09-17-901-000-902	Various Transport.Utility Improvements					
IPSGRO	IPS GROUP, INC.	23-00099	SIX PARKING PAY STATIONS	45,205.63	0.00	
	Extd Total: Ord. 2017-28 Var.Trans.Utility Improve.			45,205.63		
	Department Total: CAP. IMP. FUND			45,205.63		

April 30, 2024
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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.C.1.a
Page 101 of 11

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: Ord. 2022-8 Various Rd. Improvements						
Extd: Ord. 2022-8 Various Rd. Improvements						
C-09-17-909-000-904	Section 20 Costs					
ARCHGR	ARCHER & GREINER, P.C.	24-01120	Bond Ord. 2023 Capital Improv.	3,900.00	0.00	
	Extd Total: Ord. 2022-8 Various Rd. Improvements			3,900.00		
	Department Total: Ord. 2022-8 Various Rd. Improvements			3,900.00		
	CAFR Total:			49,105.63		
	Fund Total: PARKING CAPITAL			49,105.63		
Fund: BEACH CAPITAL FUND BUDGET:						
Extd: Ord. 2022-15 Beach Utility Improvements						
C-10-55-101-103-001	Section 20 Costs					
ARCHGR	ARCHER & GREINER, P.C.	24-01120	Bond Ord. 2023 Capital Improv.	1,259.19	0.00	
	Extd Total: Ord. 2022-15 Beach Utility Improvements			1,259.19		
	Department Total:			1,259.19		
	CAFR Total:			1,259.19		
	Fund Total: BEACH CAPITAL FUND BUDGET:			1,259.19		
	Year Total:			74,085.11		
Fund: GRANT FUND BUDGET:						
G-02-43-883-017-200	NJ DOT Transportation Alternatives					
FREPAR	FRENCH & PARRELLO, PA	24-01014	INV146295FPA Srvs thru 3/22/24	4,614.08	0.00	
	Extd Total:			4,614.08		
	Department Total:			4,614.08		
G-02-43-956-022-207	Community Energy Plan Grant					
ENG005	ENGENUITY INFRASTRUCTURE	24-01104	SI-1232 and SI-1261 ENGenuity	6,660.00	0.00	
G-02-43-956-022-217	Opiod Settlement Funds					
THERA005	THERAMANAGER, LLC	23-01950	CASE MANAGEMENT SOFTWARE	1,085.00	0.00	B
THEH02	THE HON COMPANY LLC	24-00704	workstation with Chair	1,570.29	0.00	
TOSSOL	TOSHIBA BUSINESS SOLUTION	24-00997	Ribbon for ID machine	404.00	0.00	
				3,059.29		
	Extd Total:			9,719.29		
	Department Total:			9,719.29		
G-02-43-974-023-200	UEZ Micro-Business Lease Assistance					
FLAVI005	FLAVIA'S CUCINA ROMANA LTD	23-03572	UEZ Leas Sub \$448.46 for 5 mon	2,242.30	0.00	

Attachment: Bill List 5-8-24 (2024-228 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
G-02-43-974-023-200	UEZ Micro-Business Lease Assistance	Continued				
REBEL005 REBEL SUPPLY LIMITED LIABILITY	23-03573 UEZ lease sub \$477.20 for 6 mo			1,908.80	0.00	B
				4,151.10		
	Extd Total:			4,151.10		
	Department Total:			4,151.10		
	CAFR Total:			18,484.47		
	Fund Total: GRANT FUND BUDGET:			18,484.47		
	Year Total:			18,484.47		
Fund:	COMMUNITY DEVELOPMENT BLK GRANT BUDGET:					
Extd:	2023 CDBG 23-MC-34-0100					
T-17-82-850-850-001	2023 Administration					
CRAPRI CRAFTMASTER PRINTING, INC.	24-00539 Black History Cookbooks			895.00	0.00	
	Extd Total: 2023 CDBG 23-MC-34-0100			895.00		
	Department Total:			895.00		
	CAFR Total:			895.00		
	Fund Total: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:			895.00		
Fund:	PLANNING & ZONING ESCROW FUND BUDGET:					
CAFR:	PLANNING & ZONING ESCROW FUND BUDGET:					
T-21-00-496-000-299	316 MAIN STREET(316 MAIN AVENUE, LLC)					
CLACAN CLARKE CATON HINTZ PC	24-01167 PB & ZB PROF CCH March 2024			1,050.00	0.00	
	Extd Total:			1,050.00		
	Department Total:			1,050.00		
T-21-00-498-000-299	704 4TH AVE(13 GRAND POINT WAY, LLC)					
THEBE005 THE BEEKMAN LAW FIRM, LLC	24-01119 LEGAL SVS Beekman 2023/ 2024			75.00	0.00	
	Extd Total:			75.00		
	Department Total:			75.00		
T-21-00-526-000-299	527 BANGS-INSPECTIONS (PEARLBUD REALTY)					
CLACAN CLARKE CATON HINTZ PC	24-01167 PB & ZB PROF CCH March 2024			75.00	0.00	
	Extd Total:			75.00		
	Department Total:			75.00		
T-21-00-598-000-299	138,140 & 144 BORDEN(SAVVY INVESTOR,LLC)					
THEBE005 THE BEEKMAN LAW FIRM, LLC	24-01119 LEGAL SVS Beekman 2023/ 2024			595.00	0.00	
	Extd Total:			595.00		
	Department Total:			595.00		
T-21-00-599-000-299	614 COOKMAN AVE(ASBURY PARK BREWERY,LLC)					
CLACAN CLARKE CATON HINTZ PC	24-01167 PB & ZB PROF CCH March 2024			75.00	0.00	
	Extd Total:			75.00		
	Department Total:			75.00		

April 30, 2024
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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.C.1.a
Page No. 13

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-600-000-299	1411 MEMORIAL DR(INS)(T.CALTABILOTA,LLC)					
THEBE005 THE BEEKMAN LAW FIRM, LLC	24-01119 LEGAL SVS Beekman 2023/ 2024			112.50	0.00	
	Extd Total:			112.50		
	Department Total:			112.50		
T-21-00-604-000-299	1510 3RD AVENUE(EILEEN HASKOPUOLOS)					
JACSER JACK A. SERPICO	24-01114 PB & ZB LEGAL SVS Serpico 4.24			170.00	0.00	
	Extd Total:			170.00		
	Department Total:			170.00		
T-21-00-606-000-299	637/701 LAKE AVE(INSF.FEES)(DOUGLAS DEV)					
CLACAN CLARKE CATON HINTZ PC	24-01167 PB & ZB PROF CCH March 2024			150.00	0.00	
	Extd Total:			150.00		
	Department Total:			150.00		
T-21-00-613-000-299	201-203 EIGHTH AVENUE(K.HOVNANIAN)					
CLACAN CLARKE CATON HINTZ PC	24-01167 PB & ZB PROF CCH March 2024			1,005.00	0.00	
	Extd Total:			1,005.00		
	Department Total:			1,005.00		
	CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET:			3,307.50		
	Fund Total: PLANNING & ZONING ESCROW FUND BUDGET:			3,307.50		
Fund:	CITY OF ASBURY PARK REDEVELOPMENT ESCROW					
T-48-56-850-000-806	711&607 Mattison/545 Lake/550 Cookm(APB)					
KYLEM005 KYLE MCMANUS ASSOCIATES LLC	24-01009 Invoice 5497 614 Cookman			154.35	0.00	
T-48-56-850-000-826	202 7TH AVE(202 SEVENTH AVE.LLC/FASANO)					
MARFAL MARAZITI FALCON, LLP	24-01135 PROFESSIONAL SERVICES RENDERED			1,787.50	0.00	
T-48-56-850-000-833	1201 MEMORIAL(DOUGLAS DEVELOPMENT CORP)					
KYLEM005 KYLE MCMANUS ASSOCIATES LLC	24-01009 Invoice 5497 614 Cookman			1,102.50	0.00	
T-48-56-850-000-842	ISTAR-BLK 4001(AP BLK 4001 VENTURE, LLC)					
MARFAL MARAZITI FALCON, LLP	24-01135 PROFESSIONAL SERVICES RENDERED			585.00	0.00	
T-48-56-850-000-846	407 LAKE AVENUE(TOLL ASBURY PARK, LLC)					
MARFAL MARAZITI FALCON, LLP	24-01135 PROFESSIONAL SERVICES RENDERED			1,430.00	0.00	
T-48-56-850-000-850	115 4TH AVENUE(SOMERSET ASBURY PARK,LLC)					
ARCHGR ARCHER & GREINER, P.C.	24-01112 Invoice 4319969 900-904			3,380.00	0.00	
T-48-56-850-000-855	1401 KINGSLEY/205 SUNSET(PHM SUNSET SQ.)					
MARFAL MARAZITI FALCON, LLP	24-01135 PROFESSIONAL SERVICES RENDERED			325.00	0.00	
T-48-56-850-000-856	1012 ASBURY AVE(SHARED EQUITIES CO.,LLC)					
KYLEM005 KYLE MCMANUS ASSOCIATES LLC	24-01009 Invoice 5497 614 Cookman			147.00	0.00	

Attachment: Bill List 5-8-24 (2024-228 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-48-56-850-000-857 MARFAL MARAZITI FALCON, LLP	201 6TH/KINGLSEY(AP LUXURY APTS.&RESORT)	24-01135	PROFESSIONAL SERVICES RENDERED	1,690.00	0.00	
T-48-56-850-000-860 MARFAL MARAZITI FALCON, LLP	911 KINGSLEY STREET(LITTLE DINK, LLC)	24-01135	PROFESSIONAL SERVICES RENDERED	97.50	0.00	
T-48-56-850-000-862 KYLEM005 KYLE MCMANUS ASSOCIATES LLC	1001 1ST AVENUE(ASBURY PARK FIRST)	24-01009	Invoice 5497 614 Cookman	1,164.50	0.00	
T-48-56-850-000-864 KYLEM005 KYLE MCMANUS ASSOCIATES LLC	701 EMORY STREET(JET RED AP, LLC)	24-01009	Invoice 5497 614 Cookman	514.50	0.00	
T-48-56-850-000-870 MARFAL MARAZITI FALCON, LLP	BLOCK 4306(ASBURY PARTNERS, LLC)	24-01135	PROFESSIONAL SERVICES RENDERED	1,820.00	0.00	
T-48-56-850-000-871 KYLEM005 KYLE MCMANUS ASSOCIATES LLC	1106 MAIN STREET(MERCY CENTER CORP.)	24-01009	Invoice 5497 614 Cookman	36.75	0.00	
T-48-56-850-000-872 KYLEM005 KYLE MCMANUS ASSOCIATES LLC	614 COOKMAN(REC.STUDIO)(614 COOKMAN,LLC)	24-01009	Invoice 5497 614 Cookman	766.10	0.00	
T-48-56-850-000-876 KYLEM005 KYLE MCMANUS ASSOCIATES LLC	1256 WASHINGTON(SCARANNI REAL EST.MNGMT)	24-01009	Invoice 5497 614 Cookman	830.75	0.00	
T-48-56-850-000-879 MARFAL MARAZITI FALCON, LLP	201-203 EIGHTH AVENUE(K.HOVNANIAN)	24-01135	PROFESSIONAL SERVICES RENDERED	910.00	0.00	
Extd Total:				16,741.45		
Department Total:				16,741.45		
CAFR Total:				16,741.45		
Fund Total: CITY OF ASBURY PARK REDEVELOPMENT ESCROW				16,741.45		
Year Total:				20,943.95		
Total Charged Lines: 268 Total List Amount: 1,405,993.04 Total Void Amount:				0.00		

Attachment: Bill List 5-8-24 (2024-228 : Payment of Bills)

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
TRANSPORTATION UTILITY: BUDGET:	3-06	950.00	0.00	0.00	950.00
SEWER UTILITY: BUDGET:	3-07	<u>176,484.02</u>	<u>0.00</u>	<u>0.00</u>	<u>176,484.02</u>
Year Total:		177,434.02	0.00	0.00	177,434.02
CURRENT	4-01	369,297.44	0.00	0.00	369,297.44
BEACH	4-05	1,302.43	0.00	0.00	1,302.43
TRANSPORTATION UTILITY: BUDGET:	4-06	1,462.28	0.00	0.00	1,462.28
SEWER UTILITY: BUDGET:	4-07	<u>742,983.34</u>	<u>0.00</u>	<u>0.00</u>	<u>742,983.34</u>
Year Total:		1,115,045.49	0.00	0.00	1,115,045.49
GENERAL CAPITAL FUND BUDGET:	C-04	23,720.29	0.00	0.00	23,720.29
PARKING CAPITAL	C-09	49,105.63	0.00	0.00	49,105.63
BEACH CAPITAL FUND BUDGET:	C-10	<u>1,259.19</u>	<u>0.00</u>	<u>0.00</u>	<u>1,259.19</u>
Year Total:		74,085.11	0.00	0.00	74,085.11
GRANT FUND BUDGET:	G-02	18,484.47	0.00	0.00	18,484.47
COMMUNITY DEVELOPMENT BLK GRANT BUDGE T-17		895.00	0.00	0.00	895.00
PLANNING & ZONING ESCROW FUND BUDGET: T-21		3,307.50	0.00	0.00	3,307.50
CITY OF ASBURY PARK REDEVELOPMENT ESC T-48		<u>16,741.45</u>	<u>0.00</u>	<u>0.00</u>	<u>16,741.45</u>
Year Total:		20,943.95	0.00	0.00	20,943.95
Total Of All Funds:		<u>1,405,993.04</u>	<u>0.00</u>	<u>0.00</u>	<u>1,405,993.04</u>

May 8, 2024 Meeting

Balance Brought Forward from Total List Amount	\$ 1,405,993.04
Food Bank of Monmouth & Ocean County (23-03020)	\$ 40,000.00
Kareem Brinson (24-00393)	\$ 900.00
Seagrave Fire Apparatus (22-01053)	\$ 1,738,875.00
NJ Motor Vehicle (24-01149)	\$ 60.00

Total:	<u><u>\$ 3,185,828.04</u></u>
--------	-------------------------------



RESOLUTION NO. 2024-229

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

RESOLUTION APPROVING SPECIAL EVENT APPLICATIONS

WHEREAS, at work session meeting of the Mayor and Council held on May 8, 2024 the following Special Events Applications were presented for approval by the Director of Recreation:

1. 4th of July Fireworks
2. Bond Street Block Party
3. JSRM 5K Race and Walk
4. Dia de los Muertos
5. AP Santa run
6. Wedding- 10/4

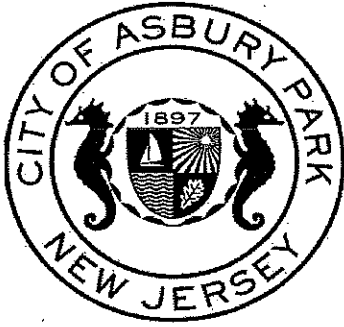
WHEREAS, the Mayor and Council have determined to approve said applications, so long as all requirements of the City's "Special Events" Ordinance (Section 4-10 of the City Code) have been satisfied by the respective applicants, as well as any other requirements imposed by the City's Police Department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

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

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-229 which was finally adopted by the City Council at a meeting held on the 8th day of May, 2024

CERTIFIED BY ME THIS 9th DAY OF May, 2024.

LISA ESPOSITO
CITY CLERK



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

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

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

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

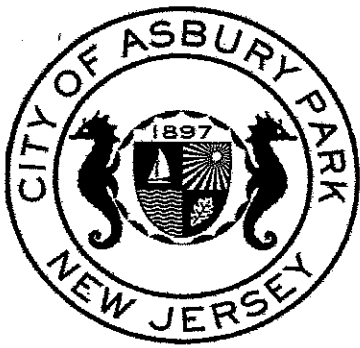
All fees and certificate of insurance must be submitted 10 days prior to the event. Failure to do so can result in the termination of your event.

Date of Event: Wednesday, July 3, 2024Rain Date: Friday, July 5, 2024Time of Event: 9:00 PM to 11:00 PMSetup time: 7:30 AM on July 2n, 2024 Break-down time: 11:30 PMName of Event: 4th of July FireworksLocation of Event: 1st Avenue Beach, between 2nd & 3rd Avenue Beach and 4th Avenue Beach

Type of Event (check all that apply):

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

*Wedding applicants only need to complete page 6.



Date Application Received:	_____
Application Fee Paid:	_____

CITY OF ASBURY PARK
SPECIAL EVENT APPLICATION FORM

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

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

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

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

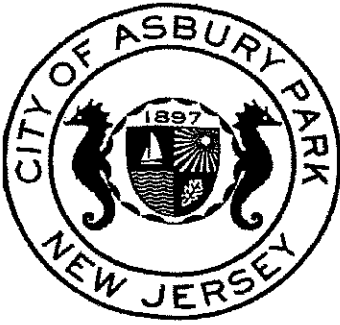
Date of Event: 09/07/2024 Rain Date: _____
Time of Event: 12pm to 10pm Setup time: _____ Break-down time: _____
Name of Event: Bond Street Block Party 2024
Location of Event: 200 Block Bond Street

Type of Event (check all that apply):

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

*Wedding applicants only need to complete page 6.

Attachment: cm 5.8 (2024-229 : Special Event Applications)



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

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

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

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

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

Date of Event: 10/26/24 Rain Date: none

Time of Event: 9:30am to 10:30am Setup time: none Break-down time: none

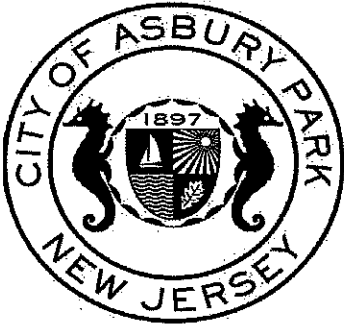
Name of Event: JSRM 5K Race and walk

Location of Event: Ocean Grove

Type of Event (check all that apply):

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

*Wedding applicants only need to complete page 6.



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

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

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

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

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

Date of Event: 11/2/2024 Rain Date: n/a

Time of Event: 2 to 7 Setup time: 2 Break-down time: 7

Name of Event: Dia de los Muertos Asbury Park

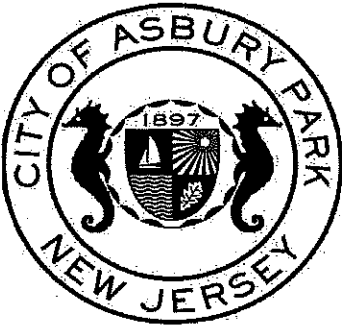
Location of Event: Boardwalk (Conv Hall to Casino)

Type of Event (check all that apply):

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

*Wedding applicants only need to complete page 6.

Attachment: cm 5.8 (2024-229 : Special Event Applications)



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

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

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

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

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

Date of Event: 12/7/24 Rain Date: N/A

Time of Event: 10:00 AM to 12:00 PM Setup time: 6:00 AM Break-down time: 11:30 AM

Name of Event: Asbury Park Santa Run

Location of Event: Stone Pony & course through streets of Asbury Park

Type of Event (check all that apply):

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

*Wedding applicants only need to complete page 6.



Wedding Ceremony Application

Park/Beach Rental Fee (nonrefundable): \$500.00 (for up to 3 hours of use) \$700.00 (for 3-8 hours of use)
Make checks payable to "The City of Asbury Park" 1 Municipal Plaza AP, NJ 07712 Attn: Leesha Floyd

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

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

Wedding Date: 10/4/24 Ceremony start time: 4:30pm End time: 5pm
Setup time: 3pm (breakdown and cleanup must be within 2 hours of the conclusion of the ceremony)
Location of Ceremony: 5th Avenue Beach

☐ YES ☒ NO Will reserved parking spaces be requested? If so, how many spaces _____
where _____. Please visit www.cityofasburypark.com to purchase parking spaces (waterfront spaces cannot be reserved between Memorial Day & Labor Day)

Applicant 1- Name & Address: Brittany + Aaron Harrison

Contact #: _____ Email Address: _____

Applicant 2- Name & Address: Lizzy Kwinin
1200 Ocean Avenue, Asbury Park, NJ

Contact #: _____ Email Address: lkwinin@muones.com

of people in wedding party: _____ # of people attending wedding: 120

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

- ☐ Pa system
☐ Archway

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

☐ Other structures:

I understand and agree by applying for this permit I am responsible for the conduct of attendees, and that any violation of the rules can result in the immediate termination of your event. I also understand that I am responsible for the cleanup of the area where my event is held and that no cooking or alcohol are allowed on the beach. If it becomes necessary for the City to care for the area, I am liable for all costs incurred. Lastly I understand all fees are non-refundable.

Signature of Applicant 1 or 2

Date

4/17/24

Attachment: cm 5.8 (2024-229 : Special Event Applications)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 8, 2024
RESOLUTION SUMMARY

2024-230

Increase to temporary budget prior to budget adoption.

	From	To
Buildings and Grounds OE	\$81,000.00	\$96,000.00
Code Enforcement OE	5,612.00	20,612.00
Street Lighting	170,000.00	190,000.00
Telephone	70,000.00	90,000.00
Gasoline	190,000.00	210,000.00
Employee Group Insurance	2,574,000.00	3,074,000.00



RESOLUTION NO. 2024-230

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

RESOLUTION AMENDING TEMPORARY BUDGET APPROPRIATIONS FOR 2024 BUDGET

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

WHEREAS, the previously adopted temporary budget did not provide sufficient funds for the operational costs prior to the final adoption of the 2024 budget.

Increase to temporary budget prior to budget adoption.

	From	To
Buildings and Grounds OE	\$81,000.00	\$96,000.00
Code Enforcement OE	5,612.00	20,612.00
Street Lighting	170,000.00	190,000.00
Telephone	70,000.00	90,000.00
Gasoline	190,000.00	210,000.00
Employee Group Insurance	2,574,000.00	3,074,000.00

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Asbury Park that the following Emergency Temporary Appropriation for the year 2024 be adopted and a certified copy of this resolution be provided to the City's Chief Financial Officer and the Director of Division of Local Government Services, Department of Community Affairs, State of New Jersey.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-230 which was finally adopted by the City Council at a meeting held on the 8th day of May, 2024

CERTIFIED BY ME THIS 9th DAY OF May, 2024.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 8, 2024
RESOLUTION SUMMARY

2024-231

Resolution authorizing the purchase and installation of fencing needed at the 4th Ave and Heck Street playground in the amount of \$15,540.00 from Carl's Fencing Decking & Home Improvements utilizing the Monmouth County Open Space Grant.



RESOLUTION NO. 2024-231

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

RESOLUTION AUTHORIZING THE ACQUISITION AND INSTALLATION OF FENCING NEEDED AT THE 4TH AVENUE AND HECK STREET PLAYGROUND UTILIZING MONMOUTH COUNTY OPEN SPACE GRANT

WHEREAS, the City has a need for the installation of new fencing at the 4th Avenue and Heck Street playground; and

WHEREAS, the City has solicited quotes from Carl's Fencing Decking & Home Improvements and Pro-Fencing.; and

WHEREAS, the City is desirous of authorizing the acquisition and installation of fencing needed at the playground to Carl's Fencing Decking & Home Improvements in the total amount of \$15,540.00; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Asbury Park, County of Monmouth and State of New Jersey that the City of Asbury Park authorizes the acquisition and installation of fencing needed at 4th Avenue and Heck Street playground in the total amount of \$15,540.00 from Carl's Fencing Decking & Home Improvements and a copy of this Resolution shall be provided to the Director of Capital Projects and Public Facilities, City Manager, CFO and Purchasing Agent.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-231 which was finally adopted by the City Council at a meeting held on the 8th day of May, 2024

CERTIFIED BY ME THIS 9th DAY OF May, 2024.

LISA ESPOSITO
CITY CLERK

1579 Route 9
Toms River, NJ 08755
Phone: (732) 505-1749
Fax: (732) 505-1552
www.bycarl's.com



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C24-02719-2
PROPOSAL / CONTRACT

Job Name: City of Asbury Park - 4th Ave Playground C/L	Office #: (732) 502-4591	Date: 2024-03-25
Job Site: 308 4th Avenue	Cross Street: Heck Street	
City: Asbury Park	State: NJ	Zip: 07712
Site Supervisor Robert Bianchini	Cell #: (732) 312-7579	County: Monmouth County
		Fax #: (732) 775-8169

[WRL]

Demo and Remove:

~ 260 linear feet of chain link fence. ~130 l/f of 6' high and ~ 130 l/f of 4' high.

Supply and Install:

~ 130 linear feet of 6' high all BLACK, industrial grade, chain link fence to include: 1-1/4x8x72 KK fused and bonded 2B black wire mesh. 2-1/2" ss40 terminal posts, 2" ss40 line posts, and 1-5/8" top rail.

~ 130 linear feet of 4' high all BLACK, industrial grade, chain link fence to include: 1-1/4x8x48 KK fused and bonded 2B black wire mesh. 2-1/2" ss40 terminal posts, 2" ss40 line posts, and 1-5/8" top rail.

Two 5' wide x 4' high all BLACK swing gates to include: 1-1/4x8x48 KK fused and bonded 2B black wire mesh. 2-1/2" ss40 gate posts, True-close hinges, auto latches

All posts in soil set in 12" diameter x 36" deep, 3500 psi concrete footings.

Note: Carl's is NOT responsible for damage to underground Sprinkler Lines.

Note: All private underground lines MUST be clearly marked out by others prior to install date. Carl's Fence WILL NOT BE responsible for damaged private lines improperly and/or NOT marked out by others.

Price is based on Prevailing Wage Labor

Special Note: No running water or electric on site

* All Electrical Grounding and/or Bounding By Others

Markout #:

Total Contract Amount:
\$15,540.00

Deposit:
\$7,770.00

Balance:
\$7,770.00

Company/Billing Information:

Company Name:
City of Asbury Park

Purchase Order #:

Billing Address:
9 Main St, Asbury Park, NJ 07712

Project Manager:
Robert Bianchini

Cell #:
(732) 312-7579

Accounting Representative:
Tracy Lizardi

Phone #:
(732) 502-5710

Payment Terms

☐ Upon Completion ☐ 10 Days ☐ Other (specify):

CONDITIONS PRINTED ON THE REVERSE SIDE ARE MUTUALLY UNDERSTOOD TO FORM PART OF THIS CONTRACT

Special Items to consider:	Yes		Yes		Yes
Clearing	☐	Jackhammer	☐	Electric on Job	☐
Take Down	☐	Core Drill	☐	Water on Job	☐
Take Away	☐	Flange Plates	☐	Quick cut	☐

The customer is responsible for any permits or variances. We propose to furnish and install fencing material (or material only) in accordance with the conditions and terms listed. The fence line and grade are to be located by the property owner. **CUSTOMER ASSUMES FULL RESPONSIBILITY FOR LOCATION OF FENCE** and agrees to, at customer's sole expense, defend and hold Pizzo Contracting Inc harmless respecting claims or encroachment, claims of damage to any and all underground facilities, and/or any other claims brought on account of the work herein above described. **NO WARRANTY ON WOOD PRODUCTS.** Customer is also responsible for clearing and marking of all property lines. Customer must be at home for entire installation of

Attachment: FENCING FOR 4TH & HECK PLAYGROUND (2024-231 : Authorizing the Purchase and Installation of Fencing Needed at the 4th Ave

fence. This means; **THE ACTUAL DECISION MAKER, AS TO THE DESIGN OF THE FENCE LOCATION, MUST BE HOME UPON INSTALLATION DAY.**

All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving costs, will be executed only upon written orders, and will become an extra over and above the estimate. All agreements contingent upon strikes, accidents, weather or delays beyond our control. All materials used are standard and accepted within the fence industry. **WARRANTY IS VOID IF SIGN IS REMOVED OR REFUSED. Payments made by credit card will be charged a 1.7% handling fee.**



Bill Larason (215) 962-4457

Accepted by: Pizzo Contracting Inc. NJHIC# 13VH04391000
1579 Route 9, Toms River, NJ 08755

Accepted by (Company Representative)

Attachment: FENCING FOR 4TH & HECK PLAYGROUND (2024-231 : Authorizing the Purchase and Installation of Fencing Needed at the 4th Ave

1579 Route 9
Toms River, NJ 08755
Phone: (732) 505-1749
Fax: (732) 505-1552
www.bycarls.com

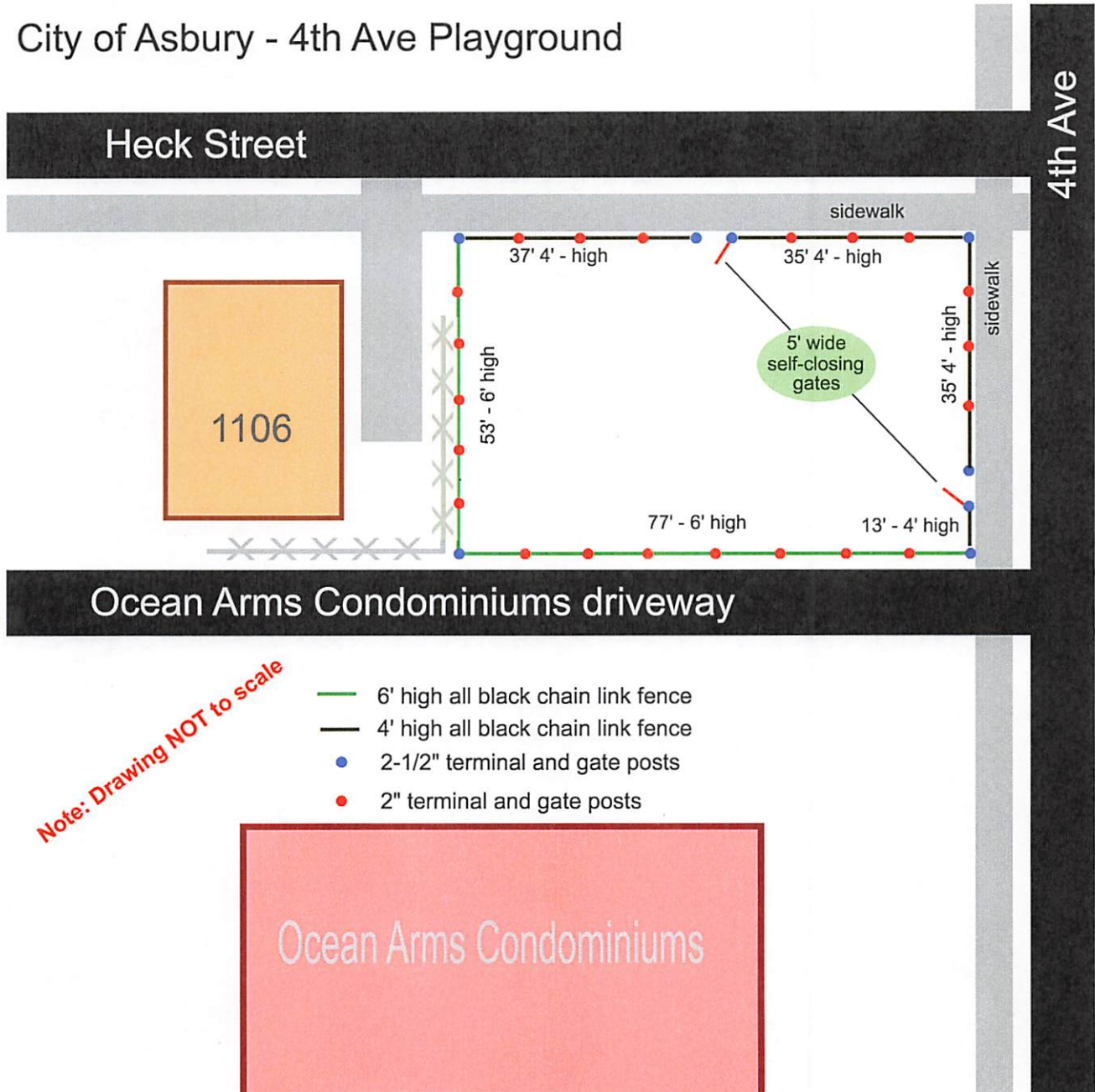
C24-02719-2
PROPOSAL / CONTRACT



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3.C.4.a

City of Asbury - 4th Ave Playground



Attachment: FENCING FOR 4TH & HECK PLAYGROUND (2024-231 : Authorizing the Purchase and Installation of Fencing Needed at the 4th Ave

TERMS AND CONDITIONS FOR FENCING

CONTRACT DOCUMENTS. The **Contract Documents** consist of this Agreement, the Drawings, the Estimate, all Change Orders, and any addenda or amendments to the aforementioned documents issued prior to or after signing of this Agreement. These documents form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

SCOPE OF WORK. Contractor agrees to perform for the Owner certain alterations and improvements in and upon the Job Site of Owner, described above, in accordance with the following the Contract Documents.

CONTRACT PRICE. Owner shall pay Contractor, for performance of the work described, the Contract Price, payable in accordance with the **Payment Schedule** outlined above.

Contractor may stop performance of work and terminate this contract without penalty or liability to the Owner if Owner fails to pay the Contractor sum within Five (5) days after the date fixed for payment. Owner shall pay for all work that has been completed together within the Contractor's reasonable profits and Owner agrees to pay any legal fees and other expenses incurred by Contractor in the collection of a balance due under this contract.

Owner agrees that once Work has been completed, payment is due immediately to Contractor for the entire unpaid balance of the Contract Price. Contractor may stop performance of work and terminate this contract without penalty or liability to the Owner if Owner fails to pay the Contractor agreed sum within Five (5) days after the date fixed for payment. Owner shall pay for all work that has been completed together within the Contractor's reasonable profits and agrees to pay legal fees or other expenses incurred by Contractor in the collection of a balance due under this contract.

CONTRACT TIME. Work under this Agreement shall commence in accordance with the **Contract Schedule** outlined above and after the following contingencies have been met: (a) complete Plans and Specifications have been approved and initialed by both Owner and Contractor; (b) Owner has obtained financing acceptable to Contractor (if applicable); (c) Owner has obtained all architectural approvals from municipalities; and (d) all appropriate building permits, variances, and other approvals have been issued. Work under this Agreement will be substantially complete by the **Completion Date** listed above. Subject to additional time if there is any delays as specified in this Agreement.

The Contract Time shall be extended for a reasonable amount of time if any of the following occur: (a) delay of **Start Date** due to failure to complete any of the contingencies mentioned in the previous paragraph due to owner or through no fault of the contractor; (b) weather conditions prevent the Contractor from performing any part of this Agreement; (c) certain materials, suppliers, equipment, services, access, labor, and/or other work must be provided by the Owner before the Contractor can perform his duties and obligations under this Agreement; (d) another subcontractor of the Owner is required to complete or otherwise perform its contract with the Owner before the Contractor can continue performance of this agreement; (e) acts of God, or of the public enemy; (f) war; (g) labor strikes; (h) fire; (i) flood; (j) epidemics; (k) freight embargoes; (l) strikes; (m) quarantine restrictions; (n) unsafe conditions; (o) delays of other contractors or supplies arising from unforeseen causes beyond the control of and without fault or negligence of the Contractor; (p) change orders; and (q) any other cause, force, or otherwise that was unforeseen at the time of the execution of this Agreement. Any time there is a work stoppage due to the above and/or other causes beyond the control of the Contractor, additional time shall be allowed to mobilize equipment and labor forces in addition to the time caused by the delay.

OWNER'S DUTIES, RIGHTS, AND RESPONSIBILITIES. The Owner's duties, rights, and responsibilities are as follows:

Owner affirms that Owner has the right to enter into this Agreement and has the right to contract for construction of the Project on the **Job Site**. Owner shall pay all taxes and assessments due on the Job Site during the period of construction and shall take all reasonable actions required to protect marketable title to the Job Site.

Owner shall provide Contractor with instructions regarding location, size, materials, design, etc. of the Work, shall furnish all necessary surveys for the work.

Owner will not interfere with or permit others to interfere with, stop, hinder, or delay completion of the Work by Contractor, except as provided under this Agreement.

Owner has reported to Contractor all conditions known to Owner which may not be apparent to Contractor and which might significantly increase cost of the work or delay completion. These concealed conditions include, but are not limited to, hazards on the Job Site, unsuitable soil conditions, prior defective work of others, latent defects in the Plans or Specifications, underground utilities or facilities, earlier attempts to do similar or related work, and obligations imposed by government. Owner shall mark, or pay to have marked, such concealed conditions. Owner has provided Contractor with information on subsurface or concealed conditions at the Job Site. Except to the extent that Contractor knows this information to be false, Contractor is entitled to rely on the accuracy of this information.

Upon completion of the Work provided herein, Owner is responsible to maintain the items installed by Contractor.

CONTRACTOR'S DUTIES, RIGHTS, AND RESPONSIBILITIES. The Contractor's duties and rights in connection with the project are as follows:

All work shall be completed in a workmanship like manner.

Contractor shall furnish all materials, equipment, machinery, tools, services, and labor required for such work.

To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.

Contractor shall comply with all laws and ordinances, and the rules, regulations, or orders of all public authorities relating to the performance of the work. If any of the contract documents are inconsistent with any of such requirements, the Contractor shall notify the Owner promptly on discovery of the inconsistency.

Contractor may, at its discretion, engage subcontractors to perform work hereunder, provided Contractor shall fully pay said subcontractors and in all instances remain responsible for the proper completion of this Contract.

Contractor agrees to keep the Job Site and adjoining ways free of waste material and rubbish caused by its work. Contractor further agrees to remove all waste material and rubbish on termination of the project, together with all its tools, equipment, machinery, and surplus materials. Contractor agrees, on terminating its work at the site, to conduct general cleanup operations. Contractor agrees to remove all debris and leave the premises in broom clean condition.

PERMITS AND LICENSES. Within a reasonable time after the Contractor receives a fully executed Contract from the Owner, the Owner or Contractor, whoever is designated to be the responsible party for obtaining Approvals ("Responsible Party"), shall make an application for a building permit before the Building Department of the municipality where the property is located. The Owner shall pay for the costs of the application and/or permit.

Under no circumstances will the Contractor be required or obligated to make any application for a permit, variance, bulk requirements, or any other relief before any Planning Board or Board of Adjustment. If the Building Department denies the Responsible Party's application for a building permit for the scope of work set forth in this Contract because the Owner must first apply to the Planning Board and/or Board of Adjustment for a variance, bulk requirements or some other relief, then it will be the Owners' sole and exclusive responsibility and obligation to make the requisite application before the Planning Board and/or Board of Adjustment and to perform any and all other requirements and/or conditions which may be required by the respective Planning Board and/or Board of Adjustment. Any and all costs associated with making an application before the Planning Board and/or Board of Adjustment shall be borne by the Owner.

Once the Owner has obtained approval from the Planning Board and/or Board of Adjustment, the Responsible Party will then make an application for a building permit before the Building Department, unless the building permit is also granted in the Owners' application before the Planning Board and/or Board of Adjustment. If the Planning Board and/or Board of Adjustment denies the Owner's application and no appeal is taken by the Owner, then this Contract shall terminate, all deposit proceeds, if any, shall be returned to the Owners' without interest. Under no circumstances will the Contractor be required or obligated to appeal any decision of any Planning Board, Board of Adjustment, or Court.

CHANGES IN THE WORK. Except as provided elsewhere in this agreement, no change to this contract (including modification, clarification, interpretation or correction of the Plans or Specifications) shall be made without mutual agreement and a written Change Order signed by Contractor and Owner identifying the change, the cost of the change, and the effect on Project Schedule, if any. Any change in Plans, Specifications or Contract Documents necessary to conform to existing or future Laws, codes, ordinances or regulations shall be considered Extra Work.

RIGHTS TO CURE. Owner may find items which the Owner believes needs service, adjustment, or repairs for which Owner shall provide a written list of said items (i.e. Owner's notice) to the Contractor within three (a) three (3) days of the discovery of the need for service, adjustment or repair, if during the performance of the work; or (b) fifteen (15) days of the Certificate of Occupancy or Certificate of Completion or other governmental permit evidencing completion receipt, if after completion of the work.

Contractor will review such list with the Owner to identify which repairs and adjustments are the responsibility of the Contractor and which items are to be serviced by the Contractor within a reasonable time following the receipt of the Owner's notice. After such review, the Contractor shall have thirty (30) days, subject to the provisions of the section entitled "Contract Time" above, to cure defects, deficiencies, or deterioration that the Owner has with the labor, work services, equipment, and/or materials provided by the Contractor.

Owner agrees to make ready access to the premises, to remove any obstruction installed or stored by Owner, at Owner's sole cost and expense, which in any way makes Contractor's responsibility more difficult or costly. In the event that the Contractor or its designees have scheduled in advance such repairs to be made within normal business hours and Owner denies ready access to the subject premises to Contractor or its designees, then, in that event, Contractor shall be relieved of its responsibility to make such specific repairs; provided, however, Contractor shall have no obligation to perform any such work if there are any monies due and owing to the Contractor for the work which has been completed. Also, Contractor shall not be responsible for any items or adjustments which have not been reported to the Contractor within the time period set forth herein.

The Contractor shall notify the Owner when it has completed the work set forth in the Owner's notice. The Owner shall immediately inspect the work performed by the Contractor. If the Owner finds the Contractor has not cured the defects, deficiencies, or deterioration outlined in the Owner's notice, the Owner shall provide the Contractor with an amended notice (i.e. punch list) giving the Contractor an additional thirty (30) days to cure the defects, deficiencies, or deterioration set forth in the punch list. This punch list shall be sent by the Owner to the Contractor via regular mail and certified mail, return receipt requested. If the Contractor needs additional time above and beyond the thirty (30) and forty (40) days, respectively, set forth in this Section to cure the defects, deficiencies, or deterioration set forth in the Owner's notice and/or punch list, the Contractor shall provide the Owner with a written notice advising the Owner of the additional time that it will need to cure the alleged defects and/or deficiencies and the reasons why the Contractor needs additional time.

If the Contractor does not believe that it is required to cure the alleged defects, deficiencies, and/or deterioration set forth in the Owner's notice or punch list, the Contractor shall notify the Owner of the reasons why the Contractor will not cure said defects, deficiencies, and/or deteriorations. This notice shall be sent by the Contractor to the Owner via regular and certified mail, return receipt requested.

MISCELLANEOUS PROVISIONS

Hazardous Materials. The Owner and Contractor agree that the Contractor is not an expert in the recognition, detection, handling, or removal of materials or chemicals considered dangerous, hazardous, or unsafe, and no such inspection has been made by the Contractor for the presence of any hazardous or unsafe materials or chemicals which may exist on the work site. The Owner agrees to notify the Contractor and take responsibility for any hazardous or unsafe materials or chemicals that exist in the work area, if they are known, suspected, or subsequently discovered. The Contractor, at their sole discretion, may consider the presence, or suspected presence, of existing hazardous or unsafe materials or chemicals at the work site an unsafe condition.

Underlying Structures. Carl's cannot be responsible for damage to existing underlying structures, sprinklers or sprinkler lines, drains, or utilities not clearly located by the owner or any utility company.

Insurance. Contractor carries a public liability insurance policy and a workers compensation policy and such policies are applicable to the work to be performed under this agreement. Contractor shall furnish the Owner with certificates of insurance. The Owner shall adequately insure all building, as well as any work materials used in the construction, against fire.

Waiver of Subrogation. The Owner, to the extent permitted in any applicable policy of insurance insuring the owner for damage to the Premises, hereby waives any right of subrogation by its carrier against Contractor.

Cancellation. This contract may be canceled by either the owner or contractor within three (3) business days following the day of the execution of this Agreement by giving written notice of rescission to the contractor at the address given in this contract, in which event owner shall be entitled to a complete refund of the down payment given to contractor at the time of the execution of this Agreement

After such period, but before the actual commencement of work by the Contractor, Owner may cancel this agreement, in which event Owner shall forfeit to Contractor the down payment given at the time of the execution of this agreement. In the event Owner cancels this agreement after the Contractor has commenced the work, Owner shall forfeit the amount of the down payment given to Contractor at the time of the execution of this agreement, and, in addition, shall pay to the Contractor such proportion of the total contract price as the amount of labor and materials furnished bears to the total amount of labor and materials agreed upon to be furnished under this agreement, the same to be paid within thirty (30) days from the date of such cancellation.

In the event the Contractor is unable to complete the performance of its obligation under this contract due to acts of God, strikes, unavailability of supplies or material, or any other contingency beyond its control, Owner may at its option cancel this contract. In such event, Owner shall only be liable to pay Contractor the amount of labor and material already furnished. Such payment is to be made within thirty (30) days after the date of such cancellation. In the event the Owner's home is destroyed by fire, earthquake, or any other cause not attributable to the Owner, this contract shall automatically be cancelled with the parties having no further obligation to each other, and the down payment given by the Owner at the time of the execution of this agreement shall be retained by the Contractor.

Arbitration. The Contractor may, at its sole discretion, submit any disputes and claims relating to this Contract to arbitration in accordance with Arbitration Rules of the American Arbitration Association for the construction industry then in force. Written notice of demand for arbitration shall be filed with the Owner and with the American Arbitration Association within a reasonable time after the dispute has arisen. The Contractor's decision to arbitrate disputes and claims shall be binding upon both parties.

Indemnification. Owner shall indemnify and hold Contractor harmless against and in respect to any claims of any persons aggrieved by the work provided herein, including, but not limited to: failure to acquire the required permits or variances; damages to underground utilities/facilities; damages for trespass; damages to masonry during the installation of the deck; etc.

Assignments. Neither party shall assign the contract or any payments due or to become due under it, and neither party shall sublet the contract as a whole without the written consent of the other party. All parties to this agreement shall be bound by it.

Returned Checks. Owner agrees in signing this agreement to allow Carl's to have any checks issued to them cleared and verified thorough a bank. A returned check fee of \$40.00 will be charged on all returned items.

Notices. All owner notices under this contract must be in writing. The notices must be delivered personally or mailed by certified mail, return receipt requested, to the party at the address written in this contract or to the party's attorney. Electronic communications by Contractor to the Owner shall be deemed to be "in writing" so long as the Owner consented to received communications electronically and the Owner has not withdrawn such consent.

Construction of Agreement. This Contract shall be governed by and interpreted in accordance with the laws of New Jersey. If any section, subsection, sentence, clause, phrase, or portion of this Contract is, for any reason, held to contravene or be invalid under the laws of this State, such portion shall be deemed as separate, distinct, and independent provision, and such contravention or invalidity shall not affect the validity of the remaining portions thereof.

Entire Agreement. This contract constitutes the entire agreement between the parties and supersedes all prior oral negotiations, correspondence, and other communications. Any changes or alterations in this agreement shall be valid and effective only if agreed upon in writing between the parties.

WARRANTY.

(a) Contractor warrants that the Work shall be free of defects in workmanship for two (2) years. Gates, gate hinges, latches, and other gate hardware is warranted for ninety (90) days. All gates over sixty inches (60") wide are warranted for Thirty (30) days. Contractor disclaims all other warranties, whether express or implied, whether of fitness for particular purpose, merchantability, or habitability. Limited Warranty excludes coverage for damage or loss caused by misuse, abnormal use, negligence of others, fire, gusts or sustained winds in excess of 30 mph, Acts of God, weather, impact, or other conditions beyond the control of Contractor.

(b) The warranty shall commence when the work has been completed in accordance to the Contract Documents. If this Contract is terminated at any point during the performance of the work described herein, then the warranty time period shall begin to run from the date that the Contractor last performed the work or supplied goods, materials, or equipment prior to Contractor's termination, or where Owner is insured for any damages sustained.

(c) Wood materials, such as wood, pressure treated wood and lumber will change color, warp, crack, shrink, etc. due to the normal aging process called "checking". Therefore, the Contractor will not warranty any damage caused by checking of wood, normal wear process or inadequate care to the materials installed. Warranties of materials purchased will supersede any warranty by Contractor.

(d) Limited Warranty is extended only to the original purchase and is non-transferable and non-assignable to any other purchaser or subsequent owner. Limited Warranty shall be void if alterations are made by Owner or other third parties products installed by Contractor.

(e) Limited Warranty shall be the Owner's sole and exclusive remedy against Contractor for any and all loss or damages incurred as a result of the work performed and materials installed. Owner's failure to pay in accordance with this agreement voids all warranties

(f) Contractor shall provide Owner with written copies of all warranties in connection with home improvements at the time of the execution of this agreement. Separate warranties of the manufacturer may be furnished at the time such products or materials are installed.

(g) Due to the cause and effect of certain construction activities, e.g. roofing, siding, windows, custom work it is possible for sheetrock nails to pop, small cracks to appear in spackle inside the home, or other slight interior damage to occur. Carl's Fencing, Decking, & Home Improvement shall not be held liable for any such repairs.

NOTICES TO CONSUMER.

Notice pursuant to N.J.S.A. 17:16C-63:

**DO NOT SIGN THIS CONTRACT IF BLANK.
YOU ARE ENTITLED TO A COPY OF THE CONTRACT AT THE TIME YOU SIGN.
KEEP IT TO PROTECT YOUR LEGAL RIGHTS.**

Do not sign any completion certificate or agreement stating that you are satisfied with the entire project before this project is complete. Home repair contractors are prohibited by law from requesting or accepting a certificate of completion signed by the owner prior to the actual completion of the work to be performed under the home repair contract.

Notice pursuant to N.J.S.A. 56:8-151:

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

- 1. SEND A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED; OR**
- 2. PERSONALLY DELIVER A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION TO:**

**Pizzo Contracting, Inc. T/A Carl's Fencing, Decking & Home Improvements
1579 Route 9, Toms River, New Jersey 08755
(732) 505-1749
NJ HIC# 13VH04391000**

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

Notice required by New Jersey Department of Consumer Affairs:

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

PRO-FENCING

732-300-2355

2411 Algonkin Trail, Manasquan, NJ 08736

Lic. # 13VH0377200

NAME: City of Asbury HOME # _____ DATE 4/2/24
 ADDRESS _____ CROSS STREET Heck St
 CITY _____ STATE NJ ZIP _____ MO# _____
 WORK PHONE 732 502 4591 CELL # 732 312 7579 FAX # _____
 JOB LOCATION 4th Ave Playground

Chain Link Fabric Mesh Gauge Wire Line posts Term posts Ft. Spacing Top rail High
 Supply & Install

Demo 260 4' multi-level C/L

130 4' 6'h, black CL top rail only

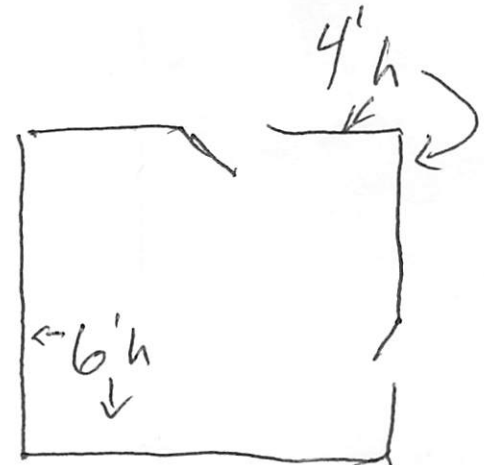
130 4' 4'h, black CL top rail only

2 - 5' wide swing gates
F/collar self close

All posts in soil w/concrete footings

* All 4' high = \$13,375

Special Notes:



We hereby propose to furnish labor and materials-complete in accordance with the above specifications.

The Owner agrees to pay the Contractor \$ 16,250 dollars in full for the work.

(A) DOWN PAYMENT BY OWNER \$ 8,125.00 (C) BALANCE TO BE PAID TO THE INSTALLER UPON COMPLETION \$ 8,125.00

(B) PAYMENT DUE AT DELIVER/OTHER \$ _____

Waiver Y / N

X Pa Initial

Customer agrees to the above terms X _____

CONDITIONS PRINTED ON THE REVERS SIDE ARE MUTUALLY UNDERSTOOD TO FORM PART OF THIS CONTRACT

THE CUSTOMER IS RESPONSIBLE FOR ANY PERMITS OR VARIANCES. WE PROPOSE TO FURNISH AND INSTALL FENCING MATERIAL (OR MATERIAL ONLY) IN ACCORDANCE WITH THE CONDITIONS AND TERMS LISTED. THE FENCE LINE AND GRADE ARE TO BE LOCATED BY THE PROPERTY OWNER. CUSTOMER ASSUMES FULL RESPONSIBILITY FOR LOCATION OF FENCE AND AGREES TO, AT CUSTOMER'S SOLE EXPENSE, DEFEND AND HOLD OR HARMLESS RESPECTING CLAIMS OF ENCROACHMENT, CLAIMS OF DAMAGE TO ANY AND ALL UNDERGROUND FACILITIES, AND/OR ANY OTHER CLAIMS BROUGHT ON ACCOUNT OF THE WORK HEREIN ABOVE DESCRIBED. NO WARRANTY ON WOOD PRODUCTS. CUSTOMER IS ALSO RESPONSIBLE FOR CLEARING AND MARKING OF ALL PROPERTY LINES. CUSTOMER MUST BE AT HOME FOR ENTIRE INSTALLATION OF FENCE. THIS MEANS; THE ACTUAL DECISION MAKER, AS TO THE DESIGN OF THE FENCE LOCATION, MUST BE HOME UPON INSTALLATION DAY.

X _____ INITIAL

All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, weather or delays beyond our control. All materials used are standard and accepted within the fence industry. GUARANTEE IS VOID IF SIGN IS REMOVED OR REFUSED.

ACCEPTED BY: _____

PRO-FENCING

ACCEPTED BY: _____

CUSTOMER SIGNATURE

Packet Pg. 55

Attachment: FENCING FOR 4TH & HECK PLAYGROUND (2024-231 : Authorizing the Purchase and Installation of Fencing Needed at the 4th Ave & Heck St Playground)

1. This proposal or order is taken subject to official acceptance at the Home Office of PF and shall not be regarded as contract until and unless so accepted.
2. In submitting this proposal, it, is assumed that there is no underlying rock on the property which will necessitate drilling or blasting or any other unusual conditions, involving extra labor in the erection of the fence. Should any of the above conditions be encountered or should any change be made by customer after shipment is made, an additional charge will be made covering the additional material and labor required for such work.
3. Prior to the arrival of our construction crew to the site of work, purchaser/decision maker will indicate by survey stakes or otherwise, exact lines and grade where new fence is to be erected and will personally give any further explanation to our construction foreman as to the lines and grades of the fence. Purchaser/decision maker will be available during the entire installation unless agreed upon by both parties.
4. All permits, permissions and/or variances required for the completion of this contract shall be obtained by the purchaser, and he agrees to indemnify PF and hold it harmless against and in respect to any claims or actions as a result of failure to obtain the aforementioned permits, permissions or variances. Any fines or fees that are incurred by PF due to the purchaser's negligence will be reimbursed by customer.
5. No charges can be allowed by PF without an extra charge to purchaser, unless the change requested be of a character that would not involve additional labor or change quantity of type of material covered in the original contract, and unless such request be made b-efore shipment or manufacture of the material, special order items can not be cancelled.
6. If contract is cancelled prior to delivery of material or any materials are returned, PF shall be entitled to retain 25% of the contract price as liquidated damages. After delivery or manufacture of materials, contract cannot be cancelled. If payment has not been made as per contract, purchaser agrees to pay reasonable attorney's fees if contract is turned over to an attorney for collection. There will be a minimum charge of \$100 for a change to a contract or a cancellation of a contract.
7. Any and all part sections are charged as full section.

GUARANTEE

- PF Guarantees its fence installation (labor only) to the original purchaser for a period of three years. This guarantee does not cover damage caused by winds in excess of 45 m.p.h., erosion, storms, flooding or other acts of God. This guarantee applies only to our original installation, not to any sections, posts, etc., that have been taken down, altered or tampered with by anyone other than PF Inc.
- Although we at PF will do our best to accommodate you, due to their nature and the abuse that they receive; gates cannot be guaranteed for longer than 360 days. Thirty day warranty on gates over 48" wide.
- Please be aware that all lumber will to some degree warp, crack, shrink, discolor, etc. throughout the natural course of aging. Pressure treated lumber tends to do the above to a greater degree than natural lumber. Therefore, we cannot guarantee the lumber against these natural occurrences.



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 8, 2024
RESOLUTION SUMMARY

2024-232

Resolution authorizing the installation of an irrigation system needed at Lake Ave - Grand Ave to St. James Place totaling \$17,925.00 utilizing 2024 budget funds.



RESOLUTION NO. 2024-232

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

RESOLUTION AUTHORIZING THE INSTALLATION OF AN IRRIGATION SYSTEM AT LAKE AND GRAND AVENUE TO ST. JAMES PLACE

WHEREAS, the City has a need to install an irrigation system at Lake and Grand Avenue to St. James Place; and

WHEREAS, the City has solicited and obtained two quotes from Burke Landscaping & Irrigation and By Design Landscaping, Inc.; and

WHEREAS, the City of Asbury Park is desirous of awarding Burke Landscaping & Irrigation for the installation of an irrigation system needed in the amount of \$17,925.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account 4-01-26-290-000-218. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the installation of an irrigation system in the amount of \$17,925.00 to Burke Landscaping & Irrigation and a copy of this Resolution shall be provided to the Director of Capital Projects and Public Facilities, City Manager, CFO and Director of Purchasing.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-232 which was finally adopted by the City Council at a meeting held on the 8th day of May, 2024

CERTIFIED BY ME THIS 9th DAY OF May, 2024.

LISA ESPOSITO
CITY CLERK

BURKE

LANDSCAPING & IRRIGATION

NJ Licensed Irrigation Contractor # 0021958

1001 HOPEWELL AVENUE
OCEAN, NJ 07712

www.BurkeLandscapeNJ.com

Office: (732) 775-6959 Cell: (732) 984-3778

Irrigation@BurkeLandscapeNJ.com

Robert Bianchini
Director of Facilities and Capital Projects
City of Asbury Park Public Works
9 Main Street
Asbury Park, NJ 07712

April 17, 2024

Thank you for this opportunity to submit a proposal for the following project:

Irrigation Installation – Lake Ave. Park – Grand Ave. to St. James Place

PROPOSAL

Controller:

Hunter ICC-2 Controller with (4) independent programs, A, B, C and D (8) start times.

Main Line:

A 1.25" main line will be installed and is an SDR 21 Poly Vinyl Chloride (PVC) with a pressure rating of 200 PSI. The pipe conforms to the requirements of the commercial standard CS-256 and ASTM-02.2241. The main line is 12" under grade and all joints use the solvent weld method.

Lateral Lines:

All lateral lines will be Polyethylene Pipe (Poly) with a pressure rating of 100 psi. The lateral line is 8-10" under grade.

Rotary Sprinkler Head (+/- 70)

Hunter Rotor delivers even water distribution from precision engineered nozzles, integral rubber cover to keep dirt out, complete set of interchangeable nozzles, 40 degrees–360 degrees adjustable arc or full circle version. All heads will be installed with flexible swing joints.

Valve (+/- 14):

Hunter Electric Remote-Control Valve, .25-200 GPM flows with 150 psi. pressure with a double filtered pilot flow to resist debris and clogging of solenoid ports and manual internal bleed operates the valve without allowing water into valve box.

Quick Coupling Valves with 1" Swivels: (+/-4)

1 in. rubber cover; 1-piece body Industrial-strength brass quick-coupling valves for convenient water access in non-potable systems. Rugged, brass construction for long life and reliable performance. Reliable operation with strong corrosion-resistant stainless-steel spring. Thermoplastic cover for durability

BURKE

LANDSCAPING & IRRIGATION

NJ Licensed Irrigation Contractor # 0021958

1001 HOPEWELL AVENUE
OCEAN, NJ 07712

www.BurkeLandscapeNJ.com

Office: (732) 775-6959 Cell: (732) 984-3778

Irrigation@BurkeLandscapeNJ.com

Control Wire:

18-gauge PVC Jacketed Single Conductor, 300-volt rate, low energy, direct burial cable. All connections will be done with water-proof connectors. 14/1 Common Wire will be installed.

Rain Sensor:

Burke Irrigation will install 1 wireless rain sensor.

Warranty:

(1) year on parts, (1) year on labor.

BOTH PVB'S WILL BE REPLACED

Exclusions:

- Any damage to unmarked private utilities (i.e. dog fences, low voltage lighting)
- Owner to provide electric for controller.
- City of Asbury responsible for all applicable permits and fees.
- System Will Utilize Existing plumbing taps. Backflow preventers will be replaced.

Installation Price	\$ 17,925.00
New Jersey Sales Tax	\$ EXEMPT
Total	\$ 17,925.00

BALANCE DUE UPON COMPLETION

This PROPOSAL is valid for a period of up to 90 days from the date of the proposal.

Authorized Signature

Date

Should you have any questions, or require additional information, please contact our office. We appreciate this opportunity to be of service and thank you for your consideration.

Sincerely,

David M. Burlett – CIC/CID License # 0021958 BP - LICBP726114

Burke Landscaping and Irrigation
dburlett@msn.com
732-984-3778

April 17, 2024

Mr. Robert Bianchini
9 Main Street
Asbury Park, NJ 07712



RE: Irrigation Installation

- Install new irrigation system along Lake Avenue to Grand Avenue South Side of Lake Avenue.
- Supply and install (1) Rain Bird outdoor controller.
- Supply and install (1) Rain Bird rain sensor.
- Supply and install (2) Febco 1" PVB backflows.
- Supply and install +/- (38) Rain Bird pressure regulating spray heads with check valves.
- Supply and install +/- (154) Rain Bird pressure regulating rotor heads with check valves.
- Supply and install +/- (25) Rain Bird 1.5" zone valves.
- Supply and install necessary irrigation parts and hardware.
- Make all required adjustments.
- Remove and dispose of all debris offsite.

Total Cost - \$23,500.00

Payment Terms:

1/3 due at contract signing - \$7,835.00

1/3 due at project start - \$7,835.00

1/3 due at project completion - \$7,830.00

Irrigation Warranty:

All underground sprinkler systems installed by BDL with materials provided by BDL have a two (2) year warranty on parts and one (1) year warranty on labor. BDL must perform the initial spring start-up and annual winterization of the system for the warranty to stay in effect during the warranty period. This warranty does not include:

- Damage due to lawn mowers, snowplows, vehicles, aerators, etc.
- Damage due to burrowing animals or rodents.
- Damage due to mother-nature, for example: freezing, lightening, etc.
- Sand and dirt contamination from water source.
- Power failure or surges coming into irrigation controller from power source.

The foregoing is not an exhaustive list of exclusions for the irrigation warranty.

Authorized Signature

Date

Sincerely,
By Design Landscapes, Inc.

Rob Wiedmyer

Rob Wiedmyer
Irrigation Manager



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 8, 2024
RESOLUTION SUMMARY

2024-233

Resolution authorizing the payment for roof replacement needed totaling \$1,905,308.87 from USA General Contractors under the OMNIA contract #230402-NJ-837 upon the adoption of the municipal ordinance.

The breakdown is:

City Hall - \$1,332,513.13

DPW - \$199,393.00

Transportation Center - \$373,402.74



RESOLUTION NO. 2024-233

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

RESOLUTION AUTHORIZING PAYMENT FOR ROOF REPLACEMENT NEEDED AT CITY HALL, DPW AND TRANSPORTATION CENTER

WHEREAS, the City has a need to replace the existing roofs at City Hall, Department of Public Works and Transportation Center; and

WHEREAS, the City has obtained the following quote from USA General Contractors Corp. from the OMNIA Partners Contract #230402-NJ-837:

- Municipal Building - \$1,332,513.13
- Department of Public Works - \$199,393.00 and
- Transportation Center - \$373,402.74

WHEREAS, the City of Asbury Park is desirous of awarding USA General Contractors Corp. for roof replacements needed to the vendor listed above in an amount to exceed \$1,905,308.87; and

WHEREAS, the Chief Financial Officer has certified that funds are available in Account C-04-55-998-185-001, C-04-55-998-185-002 and C-04-55-998-185-003 upon adoption of Municipal Ordinance 2024-12 . 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 roof replacement needed at City Hall, Department of Public Works and Transportation Center in the amount of \$1,905,308.87 from USA Building Maintenance Inc. and a copy of this Resolution shall be provided to the Director of Capital Projects & Public Facilities, City Manager and Purchasing Agent.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-233 which was finally adopted by the City Council at a meeting held on the 8th day of May, 2024

CERTIFIED BY ME THIS 9th DAY OF May, 2024.

LISA ESPOSITO
CITY CLERK



March 1, 2024

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

Re: Municipal Building and Courts, 1 Municipal Plaza, Asbury Park, NJ, 07712
CPN: 230402-NJ-837

Robert Bianchini:

National Roofing Partners (NRP) and its local partner, USA General Contractors Corp., have developed the following pricing proposal for the Municipal Building and Courts project. This pricing proposal was developed in compliance with NRP's contract number R230402 with OMNIA Partners and includes the total cost to remove old roof down to deck and replace with HPR TorchBase Modified (Torch Applied) roofing system.

Attached is the Proposal & Scope of Work which defines the work that USA General Contractors Corp. proposes to complete. The project scope includes a manufacturer's 30-year warranty, extended warranty options are available at an additional cost, provided upon request.

Based on this scope of work, pricing to complete the Municipal Building and Courts project is **\$1,332,513.13**. This pricing is compliant with the OMNIA Partners' unit pricing.

All material is guaranteed to be as specified. All work will be completed in a workmanlike manner according to standard roofing practices and in accordance with manufacturers specifications.

If this proposal is accepted, please see instructions for purchase order:

1. The purchase order will be issued to **USA General Contractors Corp.**
2. The purchase order should be clearly marked "**Per OMNIA Contract #230402-NJ-837**"
3. E-mail the purchase order and tax-exempt certificate, if applicable, in PDF format to:
 - a. Gregs@usagcc.com
 - b. Cc: coop@rlnrp.com and mbizzoso@rlnrp.com
4. Once we receive a P.O., a notice to proceed will be issued and work can begin at the member's discretion.

If you have any questions or need additional information, please contact our office.

Best Regards,

Gregory Serevetas
USA General Contractors Corp.
167 Highway 33, Manalapan, NJ, 07726
908-436-3739



Thank you for allowing us the opportunity to provide you with our proposal for the Municipal Building and Courts. We have included all necessary labor, equipment, and materials to complete the project in a safe and timely fashion.

OVERVIEW OF SITE:



Approximate Roof Area: 24,264 square feet

SCOPE OF WORK:

1. Remove existing roof system down to flat metal deck.
2. Remove all Obsolete Equipment, Curbs, Edge Metal, Vent Stacks, Pitch Pockets and Drain bowl hardware prior to Roof Replacement.
3. Install new base polyisocyanurate insulation boards, staggering all joints per the following pattern:
 - Zone 1: 6 fasteners per 4 x 4 board.
 - Zone 2: 9 fasteners per 4 x 4 board.
 - Zone 3: 12 fasteners per 4 x 4 board
4. Install additional polyisocyanurate insulation boards, 1/4" per ft. tapered polyisocyanurate insulation boards with 1/2" crickets between the drains and 1/2" Securock recovery boards staggering all joints in insulation adhesive per the following pattern:
 - Zone 1: continuous 3/4" adhesive ribbons equally spaced at 12" on center.
 - Zone 2: continuous 3/4" adhesive ribbons equally spaced at 6" on center.
 - Zone 3: continuous 3/4" adhesive ribbons equally spaced at 6" on center.
 (R-30 minimum R-value to be maintained unless flashings heights fall below 8")
5. Replace existing internal drain bowl assemblies including clamping rings, hardware and drain strainers.
6. Install New 4 lbs. Leaded Pipe Sleeves at All Plumbing Penetrations.
7. All masonry walls to be primed at .50 gallon per square with Garla-Prime VOC.
8. Install HPR TorchBase Modified Base Sheet in Field (Torch Applied).
9. Install StressPly IV PLUS Mineral Cap Sheet at Flashings (Torch Applied).

10. Install HPR TorchBase Modified Base Flashing Ply at all Walls, Curbs and at Edge Metal (Torch Applied).
11. Install StressPly IV PLUS Mineral Cap Flashing Ply at all Walls, Curbs and at Edge Metal (Torch Applied).
12. Install new leaded pipe sleeves at all plumbing penetrations.
13. Install new pitch pockets to replace existing.
14. Install new .050 aluminum perimeter metal R-Mer Coping per manufacturer's installation guidelines.
15. Install new .050 aluminum perimeter metal R-Mer Force per manufacturer's installation guidelines.
16. Finish All Vertical Seams with Silver-Flash aluminized mastic and GarMesh Tape (3-Course) Application.

Note: At Councils Chamber roof area, replace (13) pitch Pockets, remove existing equipment screen panels, exposing the steel supports and hat track. Scrape, prime and paint existing steel supports and install new .040 Aluminum R-Mer Wall panels with sill and head trim closure.

This Roof Replacement System Solution Will Provide A 30-Year non-Prorated, No Dollar Limit (NDL) Roof System Manufacturer Warranty

PRICING:

PRICE FOR SCOPE OF WORK ABOVE:	\$ 1,332,513.13
TAX:	\$ Tax Exempt
TOTAL PRICE:	\$ 1,332,513.13

Pricing is valid for 30 days. The prices listed in the preceding table are an estimate for the services discussed. Estimates are subject to change if project specifications are changed or costs for outsourced services change before a contract is executed. This proposal is based on the use of Standard AIA Contract Documents. Taxes are not included unless noted above. For tax exempt customers, tax amount listed above may be excluded from purchase order or contract.

EXCLUSIONS:

-Mechanical, electrical, plumbing, communications, or data equipment modification, removal, or reinstallation work unless specifically noted above. -Premium time or overtime unless specifically stated in scope of work. -Protection or necessary modification of such items as electrical substations, transformers, or powerlines shall be the responsibility of the owner to provide a safe working condition. -Structural changes to building and lightning protection systems. -ACM abatement or testing. -Interior protection or cleaning of interior contents prior to, during, or after roofing operations. -Any damage to building components under the roof decking because of mechanically fastening components of this roof assembly as required by the manufacturer. -Engineering reports or investigations. -Mold, fungus, or mildew remediation. -FM Global approval unless specifically listed in scope of work above. -Ponding water. -Permits, unless specifically named above. -Any work or materials not specifically and clearly named above.

SAFETY:

Site safety set up will comply with OSHA standards. A preliminary site inspection prior to commencement of the project will be completed to identify potential areas of hazard.

MISCELLANEOUS:



When installing highly reflective white roof coverings, construction debris, dust, or sediment will leave dirt on the new covering. USA General Contractors Corp. will take care to minimize debris and foot traffic over the new roof covering, but some inherent dirt will remain as a result of the construction process. Post-construction cleaning of the roof covering is not included in this proposal unless specifically stated in the scope of work. If this proposal does not clearly state and include the installation of a "full tapered" insulation assembly, ponding water may be present after completion of the roof system and USA General Contractors Corp. shall not be held liable to remedy ponding water situations. Certain products used in the installation of roofing materials emit odor. Products in this category include, but are not limited to, asphalt, adhesives, primers, etc. Mechanical units, intake vents and other air drawing equipment may be required to be shut down by the owner during certain times of construction if interior space is sensitive to odors.

TERMS & CONDITIONS:

This proposal packet is not intended to take the place of a construction contract. Contract and payment terms will be negotiated and agreed to separately by USA General Contractors Corp. and City of Asbury Park. Any alteration or deviation from the scope of work or specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All warranties to be issued upon completion of contract. Those who work on your property or provide materials and services and are not paid in full may have a right to enforce their claim for payment against your property through a construction lien.

Thank you for taking to time to read and understand our proposal for this outstanding project and please do not hesitate to contact us at any time if you have any questions.





March 1, 2024

Robert Bianchini
City of Asbury Park
9 Main Street, Asbury Park
NJ, 07712

Re: Department of Public Works, 9 Main Street, Asbury Park, NJ, 07712
NRP CPN: 230402-NJ-839

Robert Bianchini:

National Roofing Partners (NRP) and its local partner, USA General Contractors Corp., have developed the following pricing proposal for the Department of Public Works project. This pricing proposal was developed in compliance with NRP's contract number R230402 with OMNIA Partners and includes the total cost to restore the metal roof with a Cool-Sil Coating.

Attached is the Proposal & Scope of Work which defines the work that USA General Contractors Corp. proposes to complete. The project scope includes a manufacturer's 20-year warranty, extended warranty options are available at an additional cost, provided upon request.

Based on this scope of work, the price to complete the Department of Public Works project is **\$199,393.00**. This pricing is compliant with the OMNIA Partners' unit pricing.

All material is guaranteed to be as specified. All work will be completed in a workmanlike manner according to standard roofing practices and in accordance with manufacturers specifications.

If this proposal is accepted, please see instructions for purchase order:

1. The purchase order will be issued to **USA General Contractors Corp.**
2. The purchase order should be clearly marked "**Per OMNIA Contract #230402-NJ-839**"
3. E-mail the purchase order and tax-exempt certificate, if applicable, in PDF format to:
 - a. Gregs@usagcc.com
 - b. Cc: coop@rlnrp.com and mbizzoso@rlnrp.com
4. Once we receive a P.O., a notice to proceed will be issued and work can begin at the member's discretion.

If you have any questions or need additional information, please contact our office.

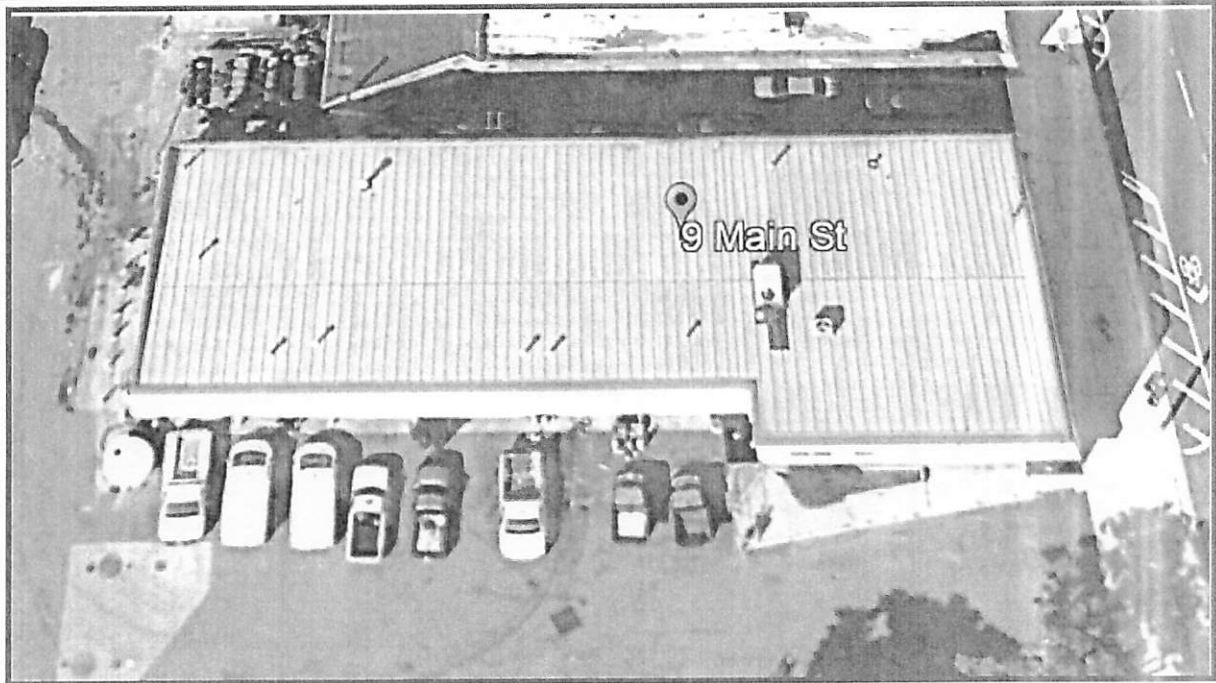
Best Regards,

Gregory Serevetas
USA General Contractors Corp.
167 Highway 33
Manalapan, NJ, 07726
908-436-3739



Thank you for allowing us the opportunity to provide you with our proposal for the Department of Public Works. We have included all necessary labor, equipment, and materials to complete the project in a safe and timely fashion.

OVERVIEW OF SITE:



Approximate Roof Area: 9,030 square feet

SCOPE OF WORK:

- Prior to application of coating:
- Replace missing fasteners and mechanically fasten all loose fasteners to ensure roof panels are properly attached to substrate.
- Seal all fasteners with Cool-Sil Flashing Grade sealer ¼" around fasteners.
- Remove existing EPDM membrane at equipment curb and mechanically attach new in-kind sheet metal set in butyl tape.
- Apply Cool-Sil Flashing Grade sealer to repair transitions.
- Secure all panel end laps, ridge cap laps, hip cap laps, and rake board laps.
- Apply new 4" polyester soft fabric and Cool-Sil base coating to all seams.
- Mechanically fasten new rubber pipe boots set in butyl tape.
- Apply Cool-Sil Flashing Grade sealer to the base of the pipe boots and heat stacks.
- Application of coating:
- Powerwash all metal panels to ensure all caulking, contaminants, and surface rust are removed.
- Apply (1) coat of Rust-Go metal primer at 0.25 gallons per square with pump sprayer over all metal panels to be coated.
- Apply (1) coat of Cool-Sil base coating at 1.5 gallons per square uniformly over all metal panel areas and at all matching trim.
- Apply (1) coat of white Cool-Sil top coating in at 1.5 gallons per square uniformly over all metal panel areas and at all matching trim.

- Replace damaged wall panel and coping cover at rear of building and replace with in-kind panels/coping formed from generic .032 aluminum with best color match.
- Replace all existing gutters and leaders with proper sized gutters formed from .040 aluminum.

This option will provide a 20-year solution and includes a manufactures 10-Year leak free warranty.

PRICING:

PRICE FOR SCOPE OF WORK ABOVE:	\$ 199,393.00
TAX:	\$ Tax Exempt
TOTAL PRICE:	\$ 199,393.00

Pricing is valid for 30 days. The prices listed in the preceding table are an estimate for the services discussed. Estimates are subject to change if project specifications are changed or costs for outsourced services change before a contract is executed. This proposal is based on the use of Standard AIA Contract Documents. Taxes are not included unless noted above. For tax exempt customers, tax amount listed above may be excluded from purchase order or contract.

EXCLUSIONS:

-Mechanical, electrical, plumbing, communications, or data equipment modification, removal, or reinstallation work unless specifically noted above. -Premium time or overtime unless specifically stated in scope of work. -Protection or necessary modification of such items as electrical substations, transformers, or powerlines shall be the responsibility of the owner to provide a safe working condition. -Structural changes to building and lightning protection systems. -ACM abatement or testing. -Interior protection or cleaning of interior contents prior to, during, or after roofing operations. -Any damage to building components under the roof decking because of mechanically fastening components of this roof assembly as required by the manufacturer. -Engineering reports or investigations. -Mold, fungus, or mildew remediation. -FM Global approval unless specifically listed in scope of work above. -Ponding water. -Permits, unless specifically named above. -Any work or materials not specifically and clearly named above.

SAFETY:

Site safety set up will comply with OSHA standards. A preliminary site inspection prior to commencement of the project will be completed to identify potential areas of hazard.

MISCELLANEOUS:

When installing highly reflective white roof coverings, construction debris, dust, or sediment will leave dirt on the new covering. USA General Contractors Corp. will take care to minimize debris and foot traffic over the new roof covering, but some inherent dirt will remain as a result of the construction process. Post-construction cleaning of the roof covering is not included in this proposal unless specifically stated in the scope of work. If this proposal does not clearly state and include the installation of a "full tapered" insulation assembly, ponding water may be present after completion of the roof system and USA General Contractors Corp. shall not be held liable to remedy ponding water situations. Certain products used in the installation of roofing materials emit odor. Products in this category include, but are not limited to, asphalt, adhesives, primers, etc. Mechanical units, intake vents and other air drawing equipment may be required to be shut down by the owner during certain times of construction if interior space is sensitive to odors.

TERMS & CONDITIONS:

This proposal packet is not intended to take the place of a construction contract. Contract and payment terms will be negotiated and agreed to separately by USA General Contractors Corp. and City of Asbury Park. Any alteration or deviation from the scope of work or specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All warranties to be issued upon completion of contract. Those who work on your property or provide materials and services and are not paid in full may have a right to enforce their claim for payment against your property through a construction lien.

Thank you for taking to time to read and understand our proposal for this outstanding project and please do not hesitate to contact us at any time if you have any questions.





March 1, 2024

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

Re: Transportation Center, 801 Springwood Avenue, Asbury Park, NJ, 07712
NRP CPN: 230402-NJ-838

Robert Bianchini:

National Roofing Partners (NRP) and its local partner, USA General Contractors Corp., have developed the following pricing proposal for the Transportation Center- project. This pricing proposal was developed in compliance with NRP's contract number R230402 with OMNIA Partners and includes the total cost to remove old roofing system down to the deck and replace with a HPR TorchBase Modified Roofing System.

Attached is the Proposal & Scope of Work which defines the work that USA General Contractors Corp. proposes to complete. The project scope includes a manufacturer's 30-year warranty, extended warranty options are available at an additional cost, provided upon request.

Based on this scope of work, pricing to complete the Transportation Center project is **\$373,402.74**. This pricing is compliant with the OMNIA Partners' unit pricing.

All material is guaranteed to be as specified. All work will be completed in a workmanlike manner according to standard roofing practices and in accordance with manufacturers specifications.

If this proposal is accepted, please see instructions for purchase order:

1. The purchase order will be issued to **USA General Contractors Corp.**
2. The purchase order should be clearly marked "**Per OMNIA Contract #230402-NJ-838**"
3. E-mail the purchase order and tax-exempt certificate, if applicable, in PDF format to:
 - a. Greggs@usagcc.com
 - b. Cc: coop@rlnnp.com and mbizzoso@rlnnp.com
4. Once we receive a P.O., a notice to proceed will be issued and work can begin at the member's discretion.

If you have any questions or need additional information, please contact our office.

Best Regards,

Gregory Serevetas
USA General Contractors Corp.
167 Highway 33
Manalapan, NJ, 07726
908-436-3739



Thank you for allowing us the opportunity to provide you with our proposal for the Transportation Center. We have included all necessary labor, equipment, and materials to complete the project in a safe and timely fashion.

OVERVIEW OF SITE:



Approximate Roof Area: 6,683 square feet

SCOPE OF WORK:

- Asbury Park Transportation Center Upper roof area (total of 5562 sq. ft.)
- (All core information shows 2" polyiso. insulation over ¼" sloped metal deck, BUR with mineral surfaced cap sheet)
- Roof System Renovation Description:
- 2-Ply Polyester and Fiberglass Reinforced Roof (Base Sheet and Cap Sheet with Mineral Surfacing)
- Remove existing roof system down to sloped metal decks.
- Remove all Obsolete Equipment, Curbs, Edge Metal, Vent Stacks, Pitch Pockets and Drain bowl hardware prior to Roof Replacement.
- Install (1) new 4" internal drain assembly complete with new install plumbing to tie into existing building drainage.
- At upper roof area (5562 Sq. Ft.):
- Install base insulation boards with ½" crickets on ¼" per foot sloped deck
- Install new base polyisocyanurate insulation boards, staggering all joints per the following pattern:
- Zone 1: 6 fasteners per 4 x 4 board.
- Zone 2: 9 fasteners per 4 x 4 board.
- Zone 3: 12 fasteners per 4 x 4 board

- Install additional polyisocyanurate insulation boards with ½" crickets between the drains and ½" Securock recovery boards staggering all joints in insulation adhesive per the following pattern:
- Zone 1: continuous ¾" adhesive ribbons equally spaced at 12" on center.
- Zone 2: continuous ¾" adhesive ribbons equally spaced at 6" on center.
- Zone 3: continuous ¾" adhesive ribbons equally spaced at 6" on center.
- (R-30 minimum R-value to be maintained unless flashings heights fall below 8")
- Replace existing internal drain bowl assemblies including clamping rings, hardware and drain strainers.
- Install New 4 lbs. Leaded Pipe Sleeves at All Plumbing Penetrations.
- All masonry walls to be primed at .50 gallon per square with Garla-Prime VOC.
- Install HPR TorchBase Modified Base Sheet in Field (Torch Applied).
- Install StressPly IV PLUS Mineral Cap Sheet at Flashings (Torch Applied).
- Install HPR TorchBase Modified Base Flashing Ply at all Walls, Curbs and at Edge Metal (Torch Applied).
- Install StressPly IV PLUS Mineral Cap Flashing Ply at all Walls, Curbs and at Edge Metal (Torch Applied).
- Install new leaded pipe sleeves at all plumbing penetrations.
- Install new pitch pockets to replace the existing ones.
- Install new .050 aluminum perimeter metal R-Mer Coping per manufacturer's installation guidelines.
- Install new .050 aluminum perimeter metal R-Mer Force per manufacturer's installation guidelines.
- Finish All Vertical Seams with Silver-Flash aluminized mastic and GarMesh Tape (3-Course) Application.

This Roof Replacement System Solution Will Provide A 30-Year non-Prorated, No Dollar Limit (NDL) Roof System Manufacturer Warranty

Asbury Park Transportation Center Lower roof areas (total of 1121 sq. ft.)

(All core information shows 2" polyiso. insulation over flat metal deck, BUR with mineral surfaced cap sheet)

Roof System Renovation Description:

- 2-Ply Polyester and Fiberglass Reinforced Roof (Base Sheet and Cap Sheet with Mineral Surfacing)
- Contractor to remove existing roof system down to flat metal decks.
- Contractor to remove all Obsolete Equipment, Curbs, Edge Metal, Vent Stacks, Pitch Pockets and Drain bowl hardware prior to Roof Replacement.
- At (4) lower roof areas (1121 Sq. Ft.):
- Install base insulation boards and ¼" per foot tapered insulation and ½" crickets on flat decks.
- Install new base polyisocyanurate insulation boards, staggering all joints per the following pattern:
- Zone 1: 6 fasteners per 4 x 4 board.
- Zone 2: 9 fasteners per 4 x 4 board.
- Zone 3: 12 fasteners per 4 x 4 board
- Install additional polyisocyanurate insulation boards, ¼" per ft. tapered polyisocyanurate insulation boards with ½" crickets between the drains and ½" Securock recovery boards staggering all joints in insulation adhesive per the following pattern:
- Zone 1: continuous ¾" adhesive ribbons equally spaced at 12" on center.

- Zone 2: continuous 3/4" adhesive ribbons equally spaced at 6" on center.
- Zone 3: continuous 3/4" adhesive ribbons equally spaced at 6" on center.
- (R-30 minimum R-value to be maintained unless flashings heights fall below 8")
- Install New internal drain bowl assemblies including clamping rings, hardware and drain strainers.
- Install New 4 lbs. Lead Pipe Sleeves at All Plumbing Penetrations.
- All masonry walls to be primed at .50 gallon per square with Garla-Prime VOC.
- Install HPR TorchBase Modified Base Sheet in Field (Torch Applied).
- Install StressPly IV PLUS Mineral Cap Sheet at Flashings (Torch Applied).
- Install HPR TorchBase Modified Base Flashing Ply at all Walls, Curbs and at Edge Metal (Torch Applied).
- Install StressPly IV PLUS Mineral Cap Flashing Ply at all Walls, Curbs and at Edge Metal (Torch Applied).
- Install new leaded pipe sleeves at all plumbing penetrations.
- Install new pitch pockets to replace existing.
- Install new .050 aluminum perimeter metal R-Mer Coping per manufacturer's installation guidelines.
- Install new .050 aluminum perimeter metal R-Mer Force per manufacturer's installation guidelines.
- Finish All Vertical Seams with Silver-Flash aluminized mastic and GarMesh Tape (3-Course) Application.

This Roof Replacement System Solution Will Provide A 30-Year non-Prorated, No Dollar Limit (NDL) Roof System Manufacturer Warranty

PRICING:

PRICE FOR SCOPE OF WORK ABOVE:	\$ 373,402.74
TAX:	\$ Tax Exempt
TOTAL PRICE:	\$ 373,402.74

Pricing is valid for 30 days. The prices listed in the preceding table are an estimate for the services discussed. Estimates are subject to change if project specifications are changed or costs for outsourced services change before a contract is executed. This proposal is based on the use of Standard AIA Contract Documents. Taxes are not included unless noted above. For tax exempt customers, tax amount listed above may be excluded from purchase order or contract.

EXCLUSIONS:

-Mechanical, electrical, plumbing, communications, or data equipment modification, removal, or reinstallation work unless specifically noted above. -Premium time or overtime unless specifically stated in scope of work. -Protection or necessary modification of such items as electrical substations, transformers, or powerlines shall be the responsibility of the owner to provide a safe working condition. -Structural changes to building and lightning protection systems. -ACM abatement or testing. -Interior protection or cleaning of interior contents prior to, during, or after roofing operations. -Any damage to building components under the roof decking because of mechanically fastening components of this roof assembly as required by the manufacturer. -Engineering reports or investigations. -Mold, fungus, or mildew remediation. -FM Global approval unless specifically listed in scope of work above. -Ponding water. -Permits, unless specifically named above. -Any work or materials not specifically and clearly named above.

SAFETY:

Site safety set up will comply with OSHA standards. A preliminary site inspection prior to commencement of the project will be completed to identify potential areas of hazard.

MISCELLANEOUS:

When installing highly reflective white roof coverings, construction debris, dust, or sediment will leave dirt on the new covering. USA General Contractors Corp. will take care to minimize debris and foot traffic over the new roof covering, but some inherent dirt will remain as a result of the construction process. Post-construction cleaning of the roof covering is not included in this proposal unless specifically stated in the scope of work. If this proposal does not clearly state and include the installation of a "full tapered" insulation assembly, ponding water may be present after completion of the roof system and USA General Contractors Corp. shall not be held liable to remedy ponding water situations. Certain products used in the installation of roofing materials emit odor. Products in this category include, but are not limited to, asphalt, adhesives, primers, etc. Mechanical units, intake vents and other air drawing equipment may be required to be shut down by the owner during certain times of construction if interior space is sensitive to odors.

TERMS & CONDITIONS:

This proposal packet is not intended to take the place of a construction contract. Contract and payment terms will be negotiated and agreed to separately by USA General Contractors Corp. and City of Asbury Park. Any alteration or deviation from the scope of work or specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All warranties to be issued upon completion of contract. Those who work on your property or provide materials and services and are not paid in full may have a right to enforce their claim for payment against your property through a construction lien.

Thank you for taking to time to read and understand our proposal for this outstanding project and please do not hesitate to contact us at any time if you have any questions.





Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 8, 2024
RESOLUTION SUMMARY

2024-234

Resolution authorizing the rental of a roller-skating rink to Party Pros East Coast in the amount of \$10,000 utilizing UEZ funds for the two-day Roller Rink Festival Project.



RESOLUTION NO. 2024-234

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

RESOLUTION AUTHORIZING THE RENTAL OF A ROLLER-SKATING RINK FOR THE ASBURY PARK TWO-DAY ROLLER RINK FESTIVAL PROJECT

WHEREAS, there exists the need for the City of Asbury Park to rent a roller-skating rink for the UEZ two-day Roller Rink Festival Project to be held on June 16th and June 17th 2024, in Springwood Park; and

WHEREAS, the City has solicited and obtained quotes from Party Pros East Coast, Inc., Horizon Entertainment and All Year Sports Gallery; and

WHEREAS, the City of Asbury Park is desirous of awarding the rental of a roller-skating rink to Party Pros East Coast, Inc.; and

WHEREAS, the total amount paid shall not exceed \$10,000.00; and

WHEREAS, funds have been approved for the use of the Urban Enterprise Zone Assistance Funding for the two-day rental of the roller-skating rink; and

WHEREAS, the Chief Financial Officer has certified that funds will be available in the following account T-20-56-861-000-004 of the Trust Other Fund. 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 rental of a roller-skating rink in the amount of \$10,000.00 to Party Pros East Coast, Inc and a copy of this Resolution shall be provided to the UEZ Coordinator, Director of Community & Cultural Affairs, City Manager, CFO and Director of Purchasing.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-234 which was finally adopted by the City Council at a meeting held on the 8th day of May, 2024

CERTIFIED BY ME THIS 9th DAY OF May, 2024.

LISA ESPOSITO
CITY CLERK



Party Pros East Coast Inc
P.O. Box 60309 King Of Prussia, PA, 19406-0309
Phone: (844) 727-8947

Invoice: 17531411
Order Date: 7/17/2023

Event Location

CITY OF ASBURY PARK
CASSANDRA DICKERSON

Venue Contact: CASSANDRA DICKERSON 732-894-1848
Atlantic Square Park

Start Date: 6/16/2024 12:00pm

End Date: 6/17/2024 4:00pm

Delivery: Staffed

1301 Kingsley St. Atlantic Park, between Fifth and
SPRINGWOOD Avenues
ASBURY PARK, NJ 07712
Cell: (732) 894-1848

Surface: Hard Surface

Name	Qty	Total
ROLLER RINK	1	\$10,000.00
Rentals subtotal		\$10,000.00
Sales Tax	Exempt 0%	\$0.00
Total		\$10,000.00
Deposit Due		\$0.00
Amount Paid		\$0.00
Balance Due		\$10,000.00

Event Notes:

24 by 60 ROLLER rink. Staffed from 12 to 4 each day.) Party Pros Must be notified 24 hrs in advance to utilize a rain date. (The 13th and 14th Apr if avail) Includes 100 skates with children's skates included.

Attachment: ROLLER SKATING RINK RENTAL (2024-234 : Authorizing the Rental of a Roller-Skating Rink)

Contract and Terms

Details for ROLLER RINK:

CUSTOMER TO SUPPLY 45 BY 65 FT AREA ON HARD FLAT, LEVEL SURFACE (NO GRASS OR ASTRO-TURF) LOAD IN MUST HAVE NO STEPS, RAMPS OR OBSTACLES BETWEEN TRUCK AND LOCATION. . LOAD IN CANNOT BE MORE THAN 50 FT FROM VEHICLE HOLDING EQUIPMENT. 3 20 AMP 110 VOLT DEDICATED OUTLETS NEEDED.

Information & Terms Information & Terms- A Non-refundable deposit of 50% and an authorized signature on your proposal will reserve your activities and date unless other arrangements are made... Deposits can be used for 6 months on any future event. Performers, (artists) cannot be cancelled without agreement of Party Pros East Coast and customer. The balance is due on or before the date of the event before set-up. We reserve the right to set appropriate rules of conduct and age/weight/time limits to best facilitate your event and maintain a safe environment.
INFLATABLES MUST BE WITHIN 100 FEET OF ELECTRICAL SOURCE TO MAINTAIN ENOUGH POWER.

Cancellation and Rain Policy: This contract is legal and binding. To cancel or reschedule, Party Pros must be notified at least 48 hours before the event to honor the deposit. Deposits are non-refundable but can be used towards a future event for up to 6 months in the future unless other arrangements have been made or due to proven illness or act of God.. Most items cannot run in the rain and inflatables cannot withstand over 15 MPH steady winds or 18 MPH gusts. Party Pros attendants have the right to shut down any items that they deem unsafe due to weather conditions. Party Pros attendants have the right to prohibit any guest from using equipment if they appear to be under the influence of alcohol or pharmaceuticals that have impaired their coordination or reasoning power. Cancellation after set-up has begun forfeits any refund. Any rescheduled event is subject to the availability of activities at the time of notification of postponement.

Hold Harmless Provision: Lessee recognizes and understands that use of Lessor equipment may involve inherently dangerous activities. Consequently, lessee agrees to indemnify and hold lessor harmless from any and all claims, actions, suits, proceeding costs, expenses, damages and liabilities, including reasonable attorney's fees arising by reason of injury, damage, or death to persons or property, in connection with or resulting from the use of said equipment including, but not limited to the delivery, possession, use, operation, or return of the equipment. Lessee hereby releases and holds harmless lessor from injuries or damages incurred as a result of the use of said equipment unless lessor is operating the equipment and is deemed by a court of law to be negligent in its actions. Lessor cannot under any circumstances be held liable for injuries as a result of acts of God, nature, or other conditions beyond its control or knowledge. Lessee also agrees to indemnify and hold harmless lessor from any loss, damage, theft, or destruction of the equipment during the term of this contract and any extension thereof.

Merger Clause: This signed Agreement contains the entire agreement between the Lessor and the Lessee. No amendment, whether from previous or subsequent negotiations between the Lessee and the Lessor, shall be valid or enforceable unless in writing and signed by all parties to this contract. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof.

COVID-19 SPECIAL ADDENDUM

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by renting items from Party Pros East Coast, Inc. and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, *company name* employees, volunteers, participants, and their families. On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless Party Pros East Coast,, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of Party Pros east coast, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in the use of any Party Pros East Coast's' owned equipment. The attending staff from Party Pros will adhere to the same rules. They will not sue if they contracted Covid from staffing your event. If your event needs proof of vaccination for Party Pros Staff, due to limited staffing issues, if we are unable to provide vaccinated staff we will notify customer ahead of time to make different arrangements.

Lessor (Party Pros East Coast Inc) will:

1. Provide the necessary staff to facilitate your event and power cords to reach up to 50ft.
2. Deliver, set-up, teardown, and operate all activities with/without volunteer staff.
3. Carry a liability insurance policy covering our services & equipment.

Lessee (that's you) will:

1. Provide 0 110volt/20amp electric circuits and 10/12 gauge cords for distances over 50ft.
2. Provide any required entrance and parking passes.
3. Provide a minimum of 0 adult volunteer(s) to operate the activities.

I HAVE READ THIS CONTRACT AND AGREE & UNDERSTAND THE CONTENT.

Printed Name

64.19.153.82 on 3/18/2024

Signature

3/18/2024

Date

Attachment: ROLLER SKATING RINK RENTAL (2024-234 : Authorizing the Rental of a Roller-Skating Rink)

Cassandra Dickerson

Stephanie Romm

Stephanie Romm, Director of Sales
3/18/2024

Attachment: ROLLER SKATING RINK RENTAL (2024-234 : Authorizing the Rental of a Roller-Skating Rink)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, September 13, 2023
RESOLUTION SUMMARY

2023-442

Urban Enterprise Zone Assistance Funding for Asbury Park UEZ Roller Rink Festival Project for an amount not to exceed \$10,000



RESOLUTION NO. 2023-442

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

**RESOLUTION AUTHORIZING THE USE OF FUNDS DESIGNATED FOR THE CITY
OF ASBURY PARK FROM THE FISCAL YEAR 2023 ASBURY PARK URBAN
ENTERPRISE ZONE FUND FOR THE ASBURY PARK ROLLER RINK FESTIVAL
PROJECT**

WHEREAS, a proposal for the use of Fiscal Year 2023 Roller Rink Festival Project has been approved by the Urban Enterprise Zone Committee for the following: **Asbury Park UEZ Roller Rink Festival Project**; and

WHEREAS, it is considered to be in the best interest of the City of Asbury Park and the community in particular that Urban Enterprise Zone Assistance Funds be utilized for the above-mentioned purpose.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the City of Asbury Park does hereby approve the use of Urban Enterprise Zone Assistance Funding for the following project, in accordance with the budget submitted and approved by the Urban Enterprise Zone Committee: **Asbury Park UEZ Roller Rink Festival Project** for an amount not to exceed **\$10,000**.

BE IT FURTHER RESOLVED that the persons whose names, titles, and signatures appear below or their successors in said titles are authorized to sign any agreement connected with this funding and any other documents necessary in connection therewith:

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-442 which was finally adopted by the City Council at a meeting held on the 13th day of September, 2023

CERTIFIED BY ME THIS 14th DAY OF September, 2023.

Attachment: ROLLER SKATING RINK RENTAL (2024-234 : Authorizing the Rental of a Roller-Skating Rink)


 Lisa Esposito, City Clerk

9/13/2023

LISA ESPOSITO
CITY CLERK

✓ Vote Record - Resolution 2023-442						
☒ Adopted ☐ Adopted as Amended ☐ Defeated ☐ Tabled ☐ Withdrawn ☐ Second Reading ☐ Resolution Failed for Lack of Secunder			Yes/Aye	No/Nay	Abstain	Absent
	Angela Ahbez-Anderson	Mover	☒	☐	☐	☐
	Eileen Chapman	Voter	☒	☐	☐	☐
	Yvonne Clayton	Secunder	☒	☐	☐	☐
	Amy Quinn	Voter	☒	☐	☐	☐
	John Moor	Voter	☒	☐	☐	☐

Tracy Lizardi

From: Tee Gates <teaparteez@aol.com>
Sent: Monday, April 15, 2024 2:28 PM
To: Tracy Lizardi; Cassandra Dickerson
Subject: [EXTERNAL] Fwd: Info from Horizon

Hey Trac,

Is the email below from Horizon sufficient?

Thanks so much!

Sent from my iPhone

Begin forwarded message:

From: Horizon Entertainment <horizongiggles@gmail.com>
Date: April 15, 2024 at 1:45:44 PM EDT
To: teaparteez@aol.com
Subject: Re: Info from Horizon

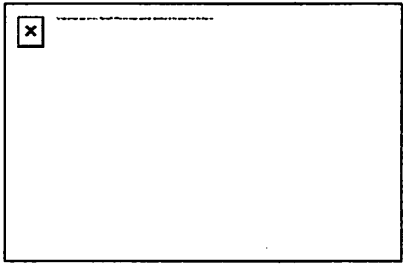
Hi Tee!

Sorry we missed you earlier!

The price would be \$6,750 for the first day & \$5,000 for the second day.

Total: \$ 11,750.00
2 days

Attachment: ROLLER SKATING RINK RENTAL (2024-234 : Authorizing the Rental of a Roller-Skating Rink)



P.O Box 2335
Wayne N.J 07474
phone 973-694-2500
www.horizongiggles.com

On Mon, Apr 15, 2024 at 12:36 PM teaparteez@aol.com <teaparteez@aol.com> wrote:
Hello,

I left a voice message. I am trying to finalize my plans for this rental. I would like an updated quote to include a second day. Our event is going to be two days. We would also need 100 skates. Would someone please either return my call or if easier, just send me a quote for a two day rental - 3 hours each day, with 100 skates, June 16 -17, 2024. Event is in Asbury Park.

Please and thank you so much!

On Tuesday, March 12, 2024 at 12:52:22 PM EDT, Horizon Entertainment <horizongiggles@gmail.com> wrote:

Hi Tee,

The price would be \$6,750. If you would like to move forward just let us know.

Attachment: ROLLER SKATING RINK RENTAL (2024-234 : Authorizing the Rental of a Roller-Skating Rink)



P.O Box 2335
Wayne N.J 07474
phone 973-694-2500
www.horizongiggles.com

On Wed, Mar 6, 2024 at 1:17 PM teaparteez@aol.com <teaparteez@aol.com> wrote:
Lets say 3 hours

Thank you

On Wednesday, March 6, 2024 at 10:42:02 AM EST, Horizon Entertainment
<horizongiggles@gmail.com> wrote:

Time frames always vary. We typically do anything from
2 - 6 hours. So just let me know how many hours you're
thinking and I can put together a price for you.



P.O Box 2335
Wayne N.J 07474
phone 973-694-2500
www.horizongiggles.com

On Tue, Mar 5, 2024 at 6:51 PM Tee Gates <teaparteez@aol.com> wrote:
Hiii!

The event is 12-5 so maybe a few hours in there. How long do people typically rent these?

Sent from my iPhone

On Mar 5, 2024, at 4:35 PM, Horizon Entertainment <horizongiggles@gmail.com> wrote:

Contact Information

Name	Tee Gates
Email	teaparteez@aol.com
Company	Manna Food Pantry
Phone	7325024558
Best Time	8-4
Person Count	
Event Date	Juen 16, 2024
Event Type	Community Festival - Gov Murphys North to Shore Festival
Event Location	Asbury Park
Event Budget	
Additional	
Submit Checkout	Submit Quote

Quote needed for the following:



Roller Skating Portable Rink

Attachment: ROLLER SKATING RINK RENTAL (2024-234 : Authorizing the Rental of a Roller-Skating Rink)

Hi Tee,

Let me work on a price for you. What time frame did you have in mind?



P.O Box 2335
Wayne N.J 07474
phone 973-694-2500
www.horizongiggles.com

Tracy Lizardi

From: Tracy Lizardi
Sent: Monday, April 15, 2024 11:49 AM
To: Tawheshia Gates
Cc: Cassandra Dickerson
Subject: RE: [EXTERNAL] Re: New Form from "Roller Rink Events"

I cannot prepare a resolution for this without having a quote that is higher than Party Pros or something from All Year Sports stating they are unable to do the job and possible a third quote.

From: Tawheshia Gates <Tee.Gates@cityofasburypark.com>
Sent: Monday, April 15, 2024 11:35 AM
To: Tracy Lizardi <Tracy.Lizardi@cityofasburypark.com>
Cc: Cassandra Dickerson <Cassandra.Dickerson@cityofasburypark.com>
Subject: Re: [EXTERNAL] Re: New Form from "Roller Rink Events"

All Year Sports doesn't want the job. They just gave a quote. I'm not even sure they have the dates available. I can go back and check and also see if there is an additional charge for the extra skates.

Thank you Trac.
 Stay tuned !

Sent from my iPhone

On Apr 15, 2024, at 10:26 AM, Tracy Lizardi <Tracy.Lizardi@cityofasburypark.com> wrote:

Good morning ladies,

Can you please help me? I hope I am missing something and hope it doesn't cause more work on this project.

I am working on the resolution for the roller rink rental and it looks like we have the following two quotes:

1. Party Pros - \$10,000 for a 24 x 60 roller rink, two day rental
2. All Year Sports Galaxy – 20 x 60 one day rental = \$4399 + a second day = \$2,500 and delivery & installation \$2,799 for a total of \$9,698

The only discrepancy I think I found was Party Pros is giving the City 100 skates and All Year Sports is giving only 80 skates.

If All Year Sports charges us more than \$302 for an additional 20 skate rentals for each day than I can process the resolution for Party Pros but if they don't the award needs to get made to All Year Sports. If the award is made to All Year Sports, they will need to submit a copy of their W9, BRC, be aware of the City's purchase order process and payment will be made after the event, as the City will not make a 50% down payment prior to receiving the services.

Please review and advise as the deadline for submitting resolutions is today.

Thank you,
 Tracy

Attachment: ROLLER SKATING RINK RENTAL (2024-234 : Authorizing the Rental of a Roller-Skating Rink)

Tracy Lizardi

Need for two days

From: Tawheshia Gates
Sent: Monday, April 8, 2024 5:41 PM
To: Cassandra Dickerson; Tracy Lizardi
Subject: Fwd: [EXTERNAL] Re: New Form from "Roller Rink Events"

Follow Up Flag: Follow up
Flag Status: Flagged

Here's another quote for a Rink.
 Sent from my iPhone

Begin forwarded message:

From: lena SLIVCHENKO <lena@allyearsportsgalaxy.com>
Date: April 8, 2024 at 5:37:32 PM EDT
To: Tawheshia Gates <Tee.Gates@cityofasburypark.com>
Subject: [EXTERNAL] Re: New Form from "Roller Rink Events"

Thank you for your interest in our portable **Roller** rental program, we would love to help you with your celebration event this year! All Year Sports Galaxy is the largest provider of portable Roller and ice skating rinks in the country and the only rental company who is fully insured with liability insurance, workers compensation insurance. Also we use the most advanced Roller and ice rink panels available in industry. Quality and safety is our goal! All Year Sports Galaxy is the only company in USA who will provide with Fencing around the rink, Benches for changing area, changing area and safety equipment!

Please note that our prices can change during the calendar year, prices only guaranteed with complete booking. Price depends on the actual date(s), rink size, location, duration, surface type.. This is general quote. Please specify your date, size, duration, surface type.. and we can calculate EXACT costs.

We have different rink sizes available. Depending on the size of your event, we can offer you our different sizing options.

You will get: roller rink flooring size you choose, secure fencing, optional safety equipment such as helmets, knee pads, elbow pads, skates different sizes, special effects and dj lights, tables, PA music system with music, tent for skates rental station, shelving units for skates, changing area with benches, operators, insurance, setup and removal, delivery, ext...

You will need to provide: flat and hard surface. (concrete, hardwood, asphalt, tile or similar) If you don't have it please refer to Subfloor options below.

Price below for - Roller rink for 1 day (up to 4 hours of operational time);

- Additional rental day \$2500; additional hour \$350; Subfloor (grass, dirt, uneven surface installation) from \$5.00 per sq.ft build.

Choose your rink size:

- any rink size up to 40 x 40 - \$4999 (30 people capacity) 80 pairs of skates
 - 24 x 60 - \$4399 (25 people capacity)
 - 40 x 60 - \$5999. (50 people capacity) 100 pairs of skates
 - 40 x 80 - \$6999 (70 people capacity) 120 pairs of skates
- or request any rink size you wish to rent....
- Plus delivery/installation fees to Your area -\$2799



*All pricing valid for 10 days from the date of this email...

Other sizes available - please let me know if you need larger or smaller rink...

Booking requirements:

- Signed rental agreement
- 50% payment

Prices can change due to holiday season or availability. Only complete booking will keep your price secure.

If you need references, please let us know - we will be glad to provide you with it!

Dont forget about our amazing ICE rink rental! Check our site for more info: allyearsportsgalaxy.com

We look forward to helping you make your event a success!

Please check our recent events and feedbacks for more information :

"College and university campus activities offices are inundated with equipment rental vendors. Most are bad, some are ok, and very few are amazing. I'm happy to report that All Year Sports Galaxy falls in that last category. Their equipment is the best of the best, their pricing beats the competition, and their staff and support are second to none that I've found in my fifteen years of event planning experience. I love working with Lena, Vadim, and the rest of the crew. Every event is a success in large part due to their hard work, dedication, and ingenuity. I highly recommend them!"

Zachary N. Clark

Director of Student Activities and Assessment

Student Cooperative Association, Inc.

Indiana University of Pennsylvania"

1. Extreme Home Makeover <http://www.youtube.com/watch?v=8tO3-y6vVTE>

We provided with ice rink and all needed equipment for ice rink operation.

2. REDBULL - REVOLVE - COACHELLA

<https://www.instagram.com/p/BTfH04VBN01/>

*Best Regards,
Lena Slivchenko*

www.allyearsportsgalaxy.com

www.rollerrinkevents.com

888 605 6180

304 280 6256

Follow us on Instagram! <https://www.instagram.com/allyearsportsgalaxy/>

Like us on Facebook!!! <https://www.facebook.com/allyearsportsgalaxy>

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"Referrals are the Greatest Compliments"

On Mon, Apr 8, 2024 at 3:50 PM Roller Rink Events <email@rollerrinkevents.com> wrote:

Name: Tee Gates

Email: tee.gates@cityofasburypark.com

Phone: 7325024558

I'm Looking For: Outdoor Rink Rental

From Date: 2024-06-16

To Date: 2024-06-17

Zip Code: 7712
Rink Size: 24x60
Tell Us About The Event: Community/Family Festival

Date: April 8, 2024

Attachment: ROLLER SKATING RINK RENTAL (2024-234 : Authorizing the Rental of a Roller-Skating Rink)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 8, 2024
RESOLUTION SUMMARY

2024-235

Resolution authorizing the amendment of a professional service contract with T&M Associates for Remedial Action Services at the Fire Department Headquarters located at "800 Main Street" not the "new" Fire Department Headquarters as indicated in Resolution #2024-221 adopted on April 24, 2024.



RESOLUTION NO. 2024-235

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

RESOLUTION AMENDING A PROFESSIONAL SERVICE CONTRACT WITH T&M ASSOCIATES FOR REMEDIAL ACTION SERVICES AT THE FIRE DEPARTMENT HEADQUARTERS LOCATED AT 800 MAIN STREET

WHEREAS, the City of Asbury Park adopted Resolution #2024-224 on April 24, 2024 awarding a professional service contract to T&M Associates for Remedial Action Services located at the "new" Fire Department Headquarters in the amount of \$40,155.00; and

WHEREAS, the location of the Remedial Actions Services is for the Fire Department Headquarters located at "800 Main Street" in the amount of \$40,155.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account 4-01-20-165-000-209. 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 amendment of the professional service contract with T&M Associates for Remedial Actions Services located 800 Main Street and a copy of this Resolution shall be provided to the City Manager, CFO, Director of Capital Projects & Public Facilities and Purchasing Agent.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-235 which was finally adopted by the City Council at a meeting held on the 8th day of May, 2024

CERTIFIED BY ME THIS 9th DAY OF May, 2024.

LISA ESPOSITO
CITY CLERK



ASPKOH-24002

April 2, 2024

(Via e-mail)

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

RE: Proposal for Remedial Action Services
Asbury Park Fire Dept.
800 Main Street
Block 2602, Lot 13
City of Asbury Park, Monmouth County, New Jersey
SRP PI 015515
NJDEP Case #94-09-19-1357-53

Dear Ms. Nazzaro, Esq:

T&M Associates (T&M) is pleased to submit this proposal for the City's consideration. This proposal encompasses the scope of services required to further evaluate and fully delineate the known groundwater contamination and to address the known soil contamination identified at the Asbury Park Fire Dept. (Site), located at 800 Main Street, Asbury Park, Monmouth County, New Jersey. The proposed Remedial Action (RA) activities are based on the results of the previous investigations by others and the Remedial Investigation (RI) activities completed by T&M.

The goal of the RA activities is to fully delineate the extent of the known groundwater contamination and document the appropriate remedy to address the known soil contamination (i.e., engineering and institutional controls) to be protective of public health, safety and the environment. The ultimate goal is to issue an Area of Concern (AOC) specific Response Action Outcome (RAO). The AOC-specific RAO may be issued once the Licensed Site Remediation Professional (LSRP) has determined that the remediation is completed and is fully protective of public health, safety and the environment.

SCOPE OF WORK

T&M proposes the following scope of services to further evaluate and fully delineate the known groundwater contamination and to address the known soil contamination and to document the existing engineering controls (i.e., cap) to address the known soil contamination, and the preparation and submission of the required technical report and supporting documents (i.e., Remedial Action Report).

**Task No. 1: LSRP Administration/Management Services**

T&M's LSRP will provide administration and management services throughout the duration of these proposed Tasks to inspect, observe and report on the various RA activities to be conducted, which will include coordination with the City of Asbury Park, NJDEP and subcontractors, scheduling of field personnel, and sampling and laboratory testing services. In addition, T&M's LSRP will be responsible for field verification of all work completed and thorough review of all submittals to the NJDEP under the LSRP program.

Task No. 2: Evaluation of Known Groundwater Contamination

To further evaluate the known groundwater contamination at the Site, temporary well points will be installed off-site (i.e., downgradient and sidegradient) of existing monitoring wells MW-1, MW-5, MW-6 and MW-7, and groundwater samples will be collected. In addition, a round of groundwater samples will also be collected from MW-1, MW-2, MW-3, MW-5, MW-6 and MW-7. The following the proposed scope to evaluate the known groundwater contamination:

Task No. 2A: Temporary Well Installation and Sampling

T&M proposes the installation of up to six (6) temporary well points by a New Jersey licensed well driller. The temporary well points will be utilized to further define the extent of the groundwater contamination plume. One groundwater sample will be collected from each temporary well point. The groundwater samples will be analyzed for Target Compound List (TCL) volatile organics plus a search of fifteen (15) additional non-targeted analytes (VO+15).

A field quality assurance program consisting of field and trip blank samples will be implemented to demonstrate the integrity of the decontamination procedures and assess any potential contamination encountered during the handling and shipment of the samples to the analytical laboratory.

Standard chain of custody procedures will be implemented to track the samples. All groundwater samples will be analyzed on a standard turnaround timeframe of two (2) week.

Task No. 2B: Monitoring Well Gauging and Sampling

T&M will collect a round of groundwater samples from existing monitoring wells MW-1, MW-2, MW-3, MW-5, MW-6 and MW-7. During the groundwater sampling, field testing for geochemical parameters (i.e., dissolved oxygen, pH, temperature, redox potential, conductivity, etc.) and measure floating product thickness (if present) will be performed. Groundwater samples will be placed in laboratory prepared sample jars and submitted to a New Jersey Certified Laboratory for TCL VO+15.

A field quality assurance program consisting of field and trip blank samples will be implemented during the sampling event to demonstrate the integrity of the decontamination procedures and



assess any potential contamination encountered during the handling and shipment of the samples to the analytical laboratory.

Standard chain of custody procedures will be implemented to track the samples. All groundwater samples will be analyzed on a standard turnaround timeframe of two (2) week.

Task No. 3: Updated Receptor Evaluation

Since soil and groundwater impacts have been identified at Site, an updated Receptor Evaluation (RE) is required to perform and submit in accordance with N.J.A.C. 7:26E-1.12 through 1.16 with each key document. The updated RE will include the following:

- **On-site and Surrounding Property Use (N.J.A.C. 7:26E-1.13):** T&M will identify usage at the Site and surrounding properties within 200 feet of the Site boundary including residences, schools or child centers, parks, playgrounds, or other recreation areas. In addition, municipalities within 200 feet of the Site will also be contacted to confirm if there are any proposed changes in land use.
- **Ground Water Use (N.J.A.C. 7:26E-1.14):** Since groundwater contamination has been identified at the Site, T&M will conduct an updated well search through a file search of all available NJDEP, county, and local records for monitoring and potable wells within a one-half mile radius of each point of groundwater contamination and all irrigation, industrial, and other wells with water allocation permits located within one mile radius of each point of groundwater contamination. If wells are identified within the specified radius, a door-to-door survey may need to be completed. For this proposed scope of work, a door-to-door survey is not anticipated. Additionally, copies of well records and/or well logs on file with the NJDEP Bureau of Water Systems and Well Permitting, as well as available county or municipal records, shall be obtained to locate and identify the type and status of the well.
- **Ecological Evaluation (N.J.A.C. 7:26E-1.16):** T&M will perform an Ecological Evaluation (EE) pursuant to N.J.A.C 7:26E-1.16. The EE will identify any contaminants of ecological concern that may impact sediment, surface water, and soil; any sensitive natural resources within the Site boundaries and immediately adjacent properties; and any potential contaminant migration pathways to any environmentally sensitive natural resources that might be attributed to Site contamination. The EE will also present recommendations for further ecological investigation, if necessary.
- **Reporting:** Upon completion of the updated RE activities presented above, T&M will prepare the updated Receptor Evaluation Form for submittal to the NJDEP along with the Remedial Action Report (RAR).

**Task No. 4: Deed Notice Preparation**

T&M will assist the City and/or the City's legal counsel in the preparation and finalization of the Deed Notice and exhibit documents to allow impacted soils to remain on-site beneath the existing engineering controls (i.e., asphalt pavement and concrete sidewalks). The Deed Notice will be prepared and submitted to the City for review and approval. The City is advised to seek legal counsel to assist with the review and filing of the Deed Notice document. Legal counsel will have to provide metes and bounds for the Site and conduct required filing of the Deed Notice with the County. A copy of the recorded Deed Notice document with the stamped book number and pages shall be provided to T&M for submission with the Remedial Action Report and Soil Remedial Action Permit Application.

Task No. 5: Remedial Action Permit Preparation for Soil

T&M will prepare and submit a Soil Remedial Action Permit Application form as required for the soil contamination to remain in-place at the Site. The NJDEP permit application fee of \$1,430.00 is included in this proposal.

Task No. 6: Remedial Action Permit Preparation Groundwater

T&M will prepare and submit a Groundwater Remedial Action Permit Application form as required for the groundwater contamination plume (i.e., established Classification Exception Area [CEA]) associated with the Site. The NJDEP permit application fee of \$880.00 is included in this proposal.

Task No. 7: Preparation of Remedial Action Report (RAR)

Upon completion of the proposed Tasks 1 through 3 presented above, T&M will prepare a Remedial Action Report (RAR) which will detail RA activities completed by T&M to further evaluate the known groundwater contamination and the existing engineering controls to address the known soil contamination to achieve compliance with the N.J.A.C. 7:26E-5.7 and the ARRCs Rules. A Site plan displaying As-Built Diagrams delineating the extent and cross-sections of the existing engineering controls (capping structures), institutional controls (Deed Notice), and other pertinent supporting documentation (Record Deed Notice, Remedial Action Permit, Updated Receptor Evaluation, etc.) as specified in the RAR submission requirements of N.J.A.C. 7:26E-5.7 will be included.

T&M's LSRP, in accordance with SRRA, will prepare and submit the following required NJDEP forms associated with the activities completed as part of the RA activities, including but not limited to:

- Authorization to Submit a Remedial Phase Report Form;
- Case Inventory Document (CID) Worksheet;
- Updated Receptor Evaluation Form;
- Remedial Action Report Form (online);
- Remedial Action Workplan Form (online);
- Updated CEA/ WRA Fact Sheet Form (if necessary).



NOTE: If during the proposed RA activities above, the extent of the groundwater contamination have not been fully delineated, then further evaluation will be required and the RAR cannot be prepared until the RA activities are completed.

Task No. 8: Preparation of AOC-Specific Response Action Outcome (RAO)

T&M's LSRP will issue an AOC-Specific RAO after completion of all required remediation activities. In accordance with the SRRA, the LSRP is authorized to memorialize completion of the remediation by issuing an RAO to the entity responsible for conducting the remediation. The RAO renders the LSRP's opinion that the Site or AOC specific area has been remediated in accordance with all applicable statutes, regulations, and guidance.

T&M's LSRP will use the standard format RAO form document posted by the NJDEP to ensure content consistency. T&M's LSRP is prohibited from modifying the content of an RAO except as explicitly provided for in the NJDEP guidance.

FEE SUMMARY

- I. T&M will complete the scope of services outlined above for a **fee not to exceed \$37,845.00** in accordance with our current contract with the City of Asbury Park.
- II. Please note that permitting fees are required by NJDEP at the time of submission for the soil and groundwater Remedial Action Permit Applications. The estimated total fee for the **UST Remedial Action Permit Applications for Soil and Groundwater is \$2,310.00**. T&M will prepare a check for this fee which we will submit as a reimbursable expense to the project.

TOTAL ESTIMATED FEE: \$40,155.00

CITY RESPONSIBILITIES

The City shall provide all information in its possession, custody, or control that may relate to the services to be performed by T&M at the site.

The City shall be fully responsible for obtaining the necessary authorization to allow T&M, its agent, subcontractors, and representative to have access to the site and structures thereon at reasonable times throughout the term of this agreement, and shall set up interviews with designated appropriate representatives of the site.

The City shall be responsible for making arrangements to allow its other consultants to be available to T&M for consultation regarding proper coordination of the project.

LIMITATIONS

This proposal does not include environmental remediation beyond what is presented. T&M will rely on the accuracy of any information provided in previous reports in the performance of our services, and will



not be held responsible for errors or inaccuracies contained in information provided to us. In the event that our activities indicate areas of significant health, safety, or environmental concern, the scope of services outlined above may need to be expanded as appropriate.

T&M shall be responsible only for its activities and that of its employees on the Site. Neither the professional activities nor the presence of T&M or its employees or subcontractors on a Site shall imply that T&M controls the operations of others.

In the event that any condition is observed by T&M that warrants a notification to the NJDEP, in accordance with 7:1E-5.3 and/or N.J.A.C. 7:26E-1.4, T&M will notify the City prior to notification to the NJDEP, if required.

Utilities will be identified by the NJDEP-certified contractor retained by T&M by contacting the New Jersey One Call Service. The City will be responsible for the identification of all on-site utilities not identified by the New Jersey One Call service. It is understood and agreed that T&M is not responsible for marking out any underground features or structures. The City must clearly mark any private utility lines or laterals, either by private utility mark-out or using facility as-built drawings and Site knowledge. Relocation of utilities is not included in this cost proposal, and for proposal purposes it is assumed that no underground utilities will interfere with the drilling or soil remedial operations.

CLOSING

On behalf of T&M, we would like to thank you and the Governing Body for the opportunity to submit this Proposal, and we look forward to our continued work with you and members of your staff in the future.

Should you have any questions or require additional information, please do not hesitate to contact me directly.

Very truly yours,

T&M ASSOCIATES

JASON D. HARZOLD

CLIENT MANAGER / PROJ. MANAGER

On Behalf of:

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

ASBURY PARK CITY ENGINEER

Asbury Park Fire Dept. (800 Main St. Site)
Page 7



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 8, 2024
RESOLUTION SUMMARY

2024-236

Resolution authorizing the award of a contract for the Operation of a Seasonal Concession to Provide for the Rental of Umbrellas and Beach Chairs. Only one proposal received.

2024 - \$20,100

2025 - \$21,100

2026 - \$22,100



RESOLUTION NO. 2024-236

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

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT FOR THE OPERATION OF SEASONAL CONCESSION TO PROVIDE FOR THE RENTAL OF UMBRELLAS AND BEACH CHAIRS ON THE PUBLIC BEACHES OF ASBURY PARK, NJ

WHEREAS, on January 31, 2024, the Mayor and Council of the City of Asbury Park (the “City”) adopted Resolution No. 2024-97, which authorized the City to implement the “competitive contracting” process under the New Jersey Local Public Contracts Law (N.J.S.A. 40A:11-4.1, et seq.) (the “Act”), in order to seek proposals from interested vendors for the operation of a seasonal concession to provide for the rental of umbrellas and beach chairs on the public beaches of Asbury Park; and

WHEREAS, in accordance with the requirements of the Act, a public advertisement appeared in an official newspaper of the City (Asbury Park Press) on March 13, 2024, which advertised that the City was seeking proposals from vendors who were interested in operating said concession, pursuant to the terms and conditions set forth in a formal Request for Proposals (the “RFP”), which was available on the City of Asbury Park's website; and

WHEREAS, in response to said advertisement, the City received one (1) proposal on or prior to the advertised due date; and

WHEREAS, the proposal received is as follows:

1. Pimco, LLC:
 - a. 2024 Season: \$20,100;
 - b. 2025 Season: \$21,100;
 - c. 2026 Season: \$22,100;

WHEREAS, the payments proposed meets the minimum fees required in the City’s RFP; and

WHEREAS, the Director of Purchasing has confirmed that the proposal complies in all other respects with the requirements set forth in the RFP; and

WHEREAS, in accordance with the methodology specified in the RFP, the Director of

Purchasing reviewed and ranked the proposals received; and

WHEREAS, in a memorandum dated April 16, 2024, the Director of Purchasing provided a report (per N.J.S.A. 40A:11-4.5(d)), in which she recommended that the contract for this concession be awarded to the high bidder, Pimco LLC; and

WHEREAS, the report was posted on the City's website in accordance with the requirements of N.J.S.A. 40A:11-4.5(d), at least 48 hours prior to the possible awarding of a contract; and

WHEREAS, a copy of the report is attached hereto and made a part hereof; and

WHEREAS, in accordance with the Director of Purchasing's recommendation, the Mayor and Council now wish to authorize the award of a contract to Pimco, LLC for the operation of a seasonal concession to provide for the rental of umbrellas and beach chairs on the public beaches of Asbury Park, in accordance with its proposal, and to authorize appropriate City officials and/or employees to take certain actions.

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

1. The contract for the above-referenced concession is hereby awarded to Pimco, LLC in accordance with its proposal for the Seasons of 2024, 2025 and 2026.
2. The City is hereby authorized to enter into an Agreement with Pimco, LLC regarding said concession, which Agreement shall incorporate all of the requirements set forth in the RFP and shall be in a form satisfactory to the City Attorney and City Manager.
3. The Mayor is hereby authorized to execute, and the City Clerk to attest, said Agreement.
4. All other City officials and/or employees are hereby authorized to perform such actions as are necessary in order to further the intentions of the within Resolution.
5. That a certified copy of this Resolution shall be provided to each of the following:
 - (a) Pimco, LLC
 - (b) Lillian L. Nazzaro, Esq., City Manager
 - (c) JoAnn Boos, CFO
 - (d) Tracy Lizardi, Director of Purchasing
 - (e) Frederick C. Raffetto, Esq., Municipal Attorney

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-236 which was finally adopted by the City Council at a meeting held on the 8th day of May, 2024

CERTIFIED BY ME THIS 9th DAY OF May, 2024.

LISA ESPOSITO
CITY CLERK

**City of Asbury Park
REQUEST FOR PROPOSALS – SEASONAL RENTAL OF
UMBRELLAS AND BEACH CHAIRS**

DOCUMENT CHECKLIST (FORM 1)

<u>Submission Requirement</u>	Initial each required entry and submit the item
Completed Document Checklist (Form 1)	MP
Completed Proposal Offer Form (Form 2)	MP
Completed Reference Form (Form 3)	MP
Completed and Notarized Non-Collusion Affidavit (Form 4)	MP
Completed Stockholder Statement of Ownership (Form 5)	MP
Completed State of New Jersey Debarred List Affidavit (Form 6)	MP
Acknowledgment of Receipt of Addenda (Form 7)	MP
Completed Disclosure of Investment Activities in Iran (Form 8)	MP
Certification of Non-Involvement in Prohibited Activities in Russia or Belarus (Form 9)	MP
Completed Certification of Ethics Complaint Disclosure (Form 10)	MP
Mandatory Equal Employment Opportunity Language (Form 11)	MP
Required Evidence Affirmative Action Regulations (Form 12)	MP
Americans with Disabilities Act of 1990 (Form 13)	MP
New Jersey Anti-Discrimination Provisions (Form 14)	MP
W-9 Form (Form 15)	MP
Certificate of Insurance(s)	MP
State of New Jersey Business Registration Certificate (Sample 1)	MP
Certificate of Employee Information Report (Sample 2)	MP

Attachment: Proposal for Umbrellas and Beach Chair Rental Concession (2024-236 : Awarding a contract for the Rental of Umbrellas & Beach

**PROPOSAL OFFER FORM (FORM 2)
SEASONAL RENTAL OF UMBRELLAS AND BEACH CHAIRS**

Name of Vendor: Pimco, LLC
 Address: 110 7th Ave, Belmar NJ 07719
 Telephone No.: (732) 309-0277 Fax No.: ()
 E-Mail Address: mikepimco@gmail.com
 Website Address: StyleRocket.com

[Note: Vendors may attach additional sheets or documentation to this Proposal Offer Form in order to provide supplemental information or materials for consideration by the City, where necessary.]

I. Pricing:

A. Payments proposed to be made to the City, per year, for the right to operate the within concession:

1. **2024 Summer season (In words and numbers):**
Twenty Thousand, One Hundred Dollars (\$20,100)

(Minimum fee of **\$13,100.00**)

2. **2025 Summer season (In words and numbers):**
Twenty One Thousand, One Hundred Dollars (\$21,100)

(Minimum fee of **\$14,100.00**)

3. **2026 Summer season (In words and numbers):**
Twenty Two Thousand, One Hundred Dollars (\$22, 100)

(Minimum fee of **\$15,100.00**)

It should be noted that the City and the successful vendor shall have the right to negotiate a renewal option of the concession agreement for up to two (2) additional terms of one (1) year each, at an increased rate of \$1,000.00 per extended year, as follows: Minimum fee of **\$16,100.00** for 2027; and Minimum fee of **\$17,100.00** for 2028, if the extension is mutually agreed to by the parties.

B. Rental prices to be charged to the public for the use of the vendor's beach chairs and umbrellas (In words and numbers):

\$10 per Chair, \$10 per Umbrella

Weekend and Holiday Rate - Maximum of \$15 per rental at discretion of vendor

***Please note that despite significant cost increases on equipment, employee wages, parking etc, this vendor has maintained a price of \$10 per rental since 2009.

We would like to reserve the right to elect to charge \$15 on busy weekends, holidays,

and high season busy time periods as the market warrants over the course of this this contract period. This same agreement has already been in written into the last several beach concession contracts (even though this vendor has charged no more than \$10 to this point). We request to include this in the agreement once again so that it may be a resonable option as the marketplace further evolves.

II. Prior experience and qualifications of the vendor in providing the same or similar services, either in Asbury Park or elsewhere:

Please see detailed description on following page (attached).

III. Description of the safety measures that will be utilized by the vendor in connection with its operation of this concession, including the storage of all related equipment, so as to minimize the risk of any injuries to the public. The vendor shall include a detailed hurricane preparedness/evacuation plan (which shall, among other things, identify the location and proof of ownership and/or other form of site control of proposed hurricane storage facility(ies)).

Please see detailed description on following page (attached).

IV. Description of all equipment to be provided and utilized for the concession, including the number, style, and size of the proposed umbrellas and beach chairs. Vendor MUST attach color pictures, depictions or other renderings of all equipment/items to be rented to the public.

Please see detailed description on following page (attached).

II. Prior experience and qualifications of the vendor in providing the same or similar services either in Asbury Park or elsewhere:

In 2008, Mike Pimco of Pimco LLC proposed that the City of Asbury Park offer beach chair and umbrella rental services on their public beaches. After many months of follow up with City Officials, a public RFP was issued and Mike's company, was awarded the Beach Concession contract which started in the Summer of 2009. Mike Pimco has had an agreement in place since the inception of such Asbury Park beach rentals.

Over the past 16 years, this service has evolved considerably as Pimco LLC constantly adapted to the dynamic nature of growing attendance on Asbury Park beaches. Prioritizing the safety, comfort, and overall positive experience for the thousands beach attendees each season while ensuring the harmonious operation alongside of Asbury Park Life Guards, Beach Manager, Beach Front Developers and other City Officials has always been the focus. Daily interaction with Life Guards and diligent proactive communication regarding sudden weather changes throughout the day has contributed to the non-existent occurrence of safety issues year after year.

70-80% of Pimco LLC's Beach Rental Employees return seasonally year after year to provide expert, courteous service to the City's tourists and they know many of the local regulars by name. This employee retention and lengthy experience allows for extensive training and a level of knowledge regarding the safe, efficient, and convenient provision of the rental service provided by Pimco, LCC to be unsurpassed.

It should be noted that during busy, hot Summer days the job of these Rental Attendants is physically challenging and requires considerable skill which is attained over time. An on-site Manager and several extra roaming attendants are always on hand to insure a well structured service that is safe for the beach goers and these Pimco LLC employees alike.

Having an established boardwalk storefront location (Style Rocket), has also insured that visitors of Asbury Park beaches can walk into a very visible, well known location at any time to receive information and/or address all concerns regarding these services. Long established, cooperative relationships with Asbury Park Police, Boardwalk Operators, and Waterfront Developers / Managers help ensure smooth operation while coexisting with many organized beach events.

We are proud to say with confidence that there is no one that has more experience with providing Asbury Park Beach Rental Services than Pimco LLC.

III. Description of the safety measures that will be utilized by the vendor in connection with it's operation of this concession, including the storage of all related equipment, so as to minimize the risk of any injuries to the public. The vendor shall include a detailed hurricane preparedness/evacuation plan (which shall, among other things, identify the location and proof of ownership and/or other form of site control of proposed hurricane storage facility(ies).

Safety is the top priority for the Beach Rental Service that Pimco LLC provides. In addition to excessive and ongoing training for beach rental attendants, the choice of equipment and processes that have been developed over the years while serving Asbury Park have yielded an exceptional, incident free atmosphere year after year.

The Beach Chairs used for rental on Asbury Park Beaches were specifically chosen with the safety of the Pubic in mind. Unlike lower grade chairs used by other neighboring towns beach rental services that are relatively light, have sharp edges, and develop rust on the hardware relatively quickly in the salt air, Pimco LLC's heavy duty polymer chairs are not affected by wind gusts, can never rust, are 100% free of sharp edges, and can easily be cleaned. These chairs are exceptionally safe and the best choice available for this type of use. They lock into place when stacked and are further secured with a heavy duty cable lock during off hours to ensure no unauthorized use or movement of chair stacks is possible. The design of these chairs and the way that they lock together make the stacks extremely stable and will not tip over which is an important safety factor (more detailed description of the chairs in section IV).

The Umbrellas used are also chosen with safety in mind. Pimco LLC only uses commercial grade, wood pole umbrellas with heavy duty spines and fabric. These umbrellas allow deep anchoring and are made with material that can stand up to use in reasonably windy conditions over a long period of time.

Since moderate to high wind is a regular occurrence during the beach rental season, the Beach Rental Manager and all rental employees are trained in the proper anchoring, positioning, and monitoring of beach umbrellas as to avoid movement by the wind. Beach Rental Attendants continuously check on rented umbrellas throughout the day to ensure they are adequately anchored and tilted properly depending on the frequently changing wind direction. All beach rental staff is also trained to report notable mid-day changes in wind / weather conditions to the on-site Rental Manager and are aware that they are to immediately obey any weather related instruction from Lifeguard Staff or other City Officials.

The Pimco LLC Beach Manager is in frequent communication with the Head Lifeguard throughout the day in an effort to decide if any of the beaches require the umbrellas to be taken down for safety reasons. It is a Pimco LLC policy to be proactive and "err on the side of caution" when it comes to offering umbrella rentals on days with notable wind. To ensure the safety of all Asbury Park Beachgoers, umbrella rentals are not available at all on excessively windy days.

Upon initial rental of chairs and umbrellas, customers are informed by the beach rental staff that if at any time the weather makes the use of our equipment unsafe, it will be collected until the weather conditions are once again safe for use. Customers are also informed that they should call the attendant over to reposition any of the rented equipment if necessary. If the attendant sees anyone trying to reposition or move the equipment, they walk over and courteously offer to properly do it for them (for safety reasons).

A sticker is being applied to each umbrella pole to reinforce the policy that, the renter is not to move the umbrella themselves but instead have one of our qualified expert attendants reset the umbrella for them if repositioning is necessary (see attached safety sticker image in the following pages).

All umbrellas are safely stored in custom designed, secure, heavy duty storage bins that have been constructed so that the aesthetics and design are similar to Asbury Park Lifeguard's equipment storage bins so the blend in perfectly with the surroundings. These bins are strategically placed with consent of Asbury Park's beach Manager and Head Lifeguard in an area that does not in any way interfere with Lifeguard activity, public access when entering and exiting the beach, beach cleaning vehicles, nor any emergency services. Heavy duty hinges, latches, and locks ensure against unauthorized access to the umbrellas when unattended.

While operating the Style Rocket retail store on the boardwalk since 2008, Pimco LLC is has had extensive experience in dealing with approaching hurricanes and similar weather emergencies. Over the last several years, it was deemed necessary to move or remove all chairs and umbrellas from the beach in preparation for approaching storms on several occasions. Pimco, LLC's longstanding relationship and open line of communication with Asbury Park's Lifeguard Staff and Beach Management Officials insured that requested removal of equipment was performed in a safe and expedient manner without interfering with normal or emergency beach activity. Pimco LLC employs 30-45 people during the Spring/Summer months when rentals are available. Since Style Rocket is also located on the boardwalk, additional staff is already on hand preparing the store/storefront for such approaching weather and are able to help quickly move all equipment off the beach with short notice or as needed. Pimco LLC has been able to get all equipment off the beaches and to an offsite location within approximately 6-8 hours using a team of 8-12 employees. All employees are trained before the season begins on the procedure of moving/removing equipment from the beach in case of an emergency.

Pimco, LLC has a warehouse available to store the beach rental equipment offsite in case of an emergency or whenever needed at 615 NJ HWY 35 in Neptune (a few minutes from Asbury Park Beaches). Mike Pimco is the sole owner of this building through his other entity 615 HWY 35 LLC (photo and ownership proof attached to this proposal).

IV. Description of all equipment to be provided and utilized for the concession, including the number, style and size of the proposed umbrellas and beach chairs. Vendor MUST attach color pictures, depictions or other renderings of all equipment/items to be rented to the public:

Since 2009, the chairs that Pimco LLC has chosen to rent on the Asbury Park Beaches are very high end, heavy duty polymer beach lounge chairs made by the upscale outdoor furniture brand "Nardi". The dimensions of these chairs are 66.9"W x 27.2"D x 35.8"H and they weight 35 lbs each. These are the same chairs as used on cruise ship decks due to their heavy weight (not affected by wind), stack-ability, durability, zero sharp edges, sleek look and ability to stand up to salt air while being completely rust free.

In neighboring towns, other beach rental services use more economical, lower grade aluminum chairs that are considerably inferior as the hardware holding them together rusts quickly, has sharp edges, and they are easily blown by strong wind gusts. Although the chairs used for rental in Asbury Park are significantly more expensive to supply, Pimco LLC has absorbed these costs to create an elevated experience for Asbury Park Beach attendees. These chairs are among the safest, best quality, and best choice for our customer's comfort and enjoyment. They are securely stacked at the end of the day in stacks that have a small footprint which means they do not take up excessive beach space when not being used.

For the Summer of 2024, there will be 225 chairs available for rental across the 6-7 beach stations that cover the entirety of Asbury Park Beaches. In an effort to satisfy demand and keep convenient availability for Asbury Park Beachgoers, we have an arrangement with the supplier to be able to deliver more chairs within a 2 week timeframe, if needed.

Over the last several Beach Concession Agreement rental periods, Pimco, LLC has also offered rental of stackable PVC Adirondack style chairs. These chairs are a favorite choice of elderly beachgoers that do not wish to recline. The upright position and higher seat position make it easy for them to get up to a standing position. These chairs are also enjoyed by parents that choose to sit upright in order to keep a constant eye on their children's beach activities. Approximately 100 of these Adirondack chairs will be available.

The umbrellas are commercial grade 6 ½ ft diameter wood pole heavy duty umbrellas. 250 of these umbrellas will be on hand during the Summer of 2024. Since the supplier of these umbrellas make weekly deliveries of other beach items to Style Rocket, we will have the ability to adapt to any additional demand, adding or replacing umbrellas as needed very quickly.

New, upgraded umbrella storage bins will be built for the 2024 season using a weather proof composite (Timber Tech style board used in modern, maintenance free decking applications). This material is splinter free, and will retain it's color and new looking appearance in a much superior fashion than traditional plywood.

Please see images of the above described beach chairs and umbrellas attached to this document.

Traditionally, Pimco LLC has offered 6 chair and umbrella rental stations located adjacent to each stairway /entry point along Asbury Park's beaches (all except the entrance on the northern most end). These stations are provided and positioned for the customer's convenience. As the attendance the to various Asbury Park beaches grows and shifts, Pimco LLC will offer a 7th station at the northern most entrance (if and when there becomes a reasonable customer demand for such a service in that area).

PIMCO, LLC

Style Rocket – 800 Ocean Ave – Asbury Park, NJ 07719 – 732-309-0277 – mikepimco@gmail.com

Pimco, LLC offers Beach Lounge Chairs with and without arm rests. Many beach visitors find it easier to get in and out of chairs without arms, others find the arm rests more comfortable. These are premium quality chairs that are often seen at exclusive hotels and on cruise ship decks.



PIMCO, LLC

Style Rocket – 800 Ocean Ave – Asbury Park, NJ 07719 – 732-309-0277 – mikepimco@gmail.com

The umbrellas used for beach rental in Asbury Park match the chairs. They are commercial 6 ½' diameter, wood pole umbrellas as pictured here (please note that the wood chairs in this picture are not being proposed):



PIMCO, LLC

Style Rocket – 800 Ocean Ave – Asbury Park, NJ 07719 – 732-309-0277 – mikepimco@gmail.com

The Adirondack style chairs are a favorite of Asbury Park Beach visitors that do not wish to lay down. This is usually our older customers and parents that like to remain upright while watching their small children. They are ergonomically molded for comfort without the need of padding, durable, lightweight and easily stackable with a small footprint.



PIMCO, LLC

Style Rocket – 800 Ocean Ave – Asbury Park, NJ 07719 – 732-309-0277 – mikepimco@gmail.com

Safety stickers to be included on all beach umbrella poles to further reinforce the umbrella safety policy:



PIMCO, LLC

Style Rocket – 800 Ocean Ave – Asbury Park, NJ 07719 – 732-309-0277 – mikepimco@gmail.com

Additional Information

We sincerely appreciate the consideration of our proposal and understand that it is our mutual goal to better serve the public in a safe, courteous, and efficient manner. As outlined in the RFP, Pimco LLC will comply with all stipulations outlined in it including, but not limited to the following:

- Pimco, LLC will supply all umbrellas, beach chairs and equipment at it's own cost and expense.
- Pimco, LLC provides all beach rental employees with extensive training particularly in methods for safely setting up and securing beach umbrellas and in transporting equipment in a way that minimizes risks to the public.
- Pimco, LLC has adequate off beach storage for beach chairs and umbrellas in nearby warehouse. This insures that offsite storage is available for equipment if the beaches need to be cleared quickly and efficiently due to dangerous approaching weather.
- Pimco, LLC has a long history of working closely with the City's beach staff, lifeguards, police, and fire officials and understands the importance of fully cooperating with them and being available to act quickly in case of an emergency.
- Pimco, LLC understand the importance of and has experience in clearing the beach equipment in preparation for inclement weather.
- Pimco, LLC always has experienced management present on the boardwalk / beachfront during the rental season. Such management will provide complete and continuous compliance with the specifications in this RFP.
- Pimco, LLC understands that the City shall not be liable for any damage or injury which may be sustained to the equipment.
- Pimco, LLC understands that no signs may be placed on the beach or boardwalk without the prior written approval of the City.
- Pimco, LLC understands that no audible advertising may be used on the beach during the term of the concession agreement.
- Pimco, LLC maintains a strong relationship with the Waterfront Developer and will continue to coordinate all activities with them and the City as necessary.
- Pimco, LLC understands that it is not to block any right of ways nor store any equipment on City Property without the City's express advance permission.
- Pimco, understands and agrees to the fees involved with the execution of an agreement with the City.
- Pimco LLC will provide the required comprehensive general liability insurance as outlined in the RFP.
- Pimco, LLC agrees to hold indemnify and hold the City , its officials, employees, agents and insurance carrier(s) harmless against all injuries sustained by any member of the public relating to the operation of this concession.

PIMCO, LLC

Style Rocket – 800 Ocean Ave – Asbury Park, NJ 07719 – 732-309-0277 – mikepimco@gmail.com

Offsite storage available for beach chair and umbrellas in case of emergency located at 615 NJ HWY 25 in Neptune. Proof of ownership also attached.



(PROOF OF
OWNERSHIP
OFF-SITE STORAGE) **Deed**

This Deed is made on 8/18/2022
BETWEEN Robert W. Mildner
Married
 whose post office address is **186 Whalepond Road**
Oakhurst, NJ 07755

referred to as the Grantor,
AND 615 Route 35 LLC

whose post office address is **110 7th Avenue**
Belmar, NJ 07719

referred to as the Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

1. **Transfer of Ownership.** The Grantor grants and conveys (transfers ownership of) the property (called the "Property") described below to the Grantee. This transfer is made for the sum of \$999,000.00
Nine Hundred Ninety-Nine Thousand Dollars and No Cents

The Grantor acknowledges receipt of this money.

2. **Tax Map Reference.** (N.J.S.A. 46:26A-3) Municipality of Neptune
 Block No. 806, Lot No. 6, Qualifier No. _____ and Account No. _____

☐ No lot and block or account number is available on the date of this Deed. (Check box if applicable.)

3. **Property.** The Property consists of the land and all the buildings and structures on the land in the **Township**
 of Neptune, County of Monmouth and State of New Jersey.

The legal description is:

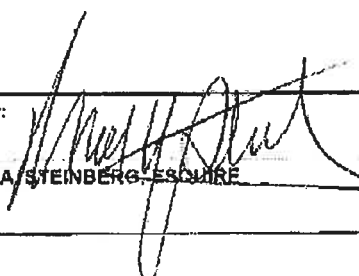
☒ Please see attached Legal Description annexed hereto and made a part hereof. (Check box if applicable.)

BEING the same premises conveyed to Robert W. Mildner by Deed from Robert W. Mildner, dated December 2, 2010, recorded December 3, 2010 in the Monmouth County Clerk's Office in Deed Book OR-8865, Page 3799.

BEING previously vested in Robert W. Mildner by deed from Faith B. Knapp, dated July 19, 1999, in the Monmouth County Clerk's Office in Deed Book 5852, Page 423.

SUBJECT to easements and restrictions of record and applicable zoning ordinances, if any.

Prepared by:


MARK A. STEINBERG, ESQUIRE

(For Recorder's Use Only)

V. Additional Information:

Please provide the following additional information:

1. Ownership (list parent company and/or vendor subsidiaries and affiliates; if sole prop. or partnership, list name and home address of sole prop. or general partners):

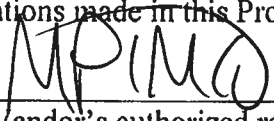
Pimco, LLC
 110 7th Ave
 Belmar, NJ 07719
 Michael Pimco
 President / CEO
 No other partners

Federal Tax Number: 03-0417540 NJ Tax Number: 030-417-540/001

2. Total Company employees at current: Offseason: 8 Summer Season: 42
3. Total number of employees to be utilized in connection with the within concession:
 30
4. How long has the vendor been in business? Pimco, LLC Established 2002. Asbury Park Beach Rentals Since 2009.
5. For additional information or questions, the City should contact:

Name: Michael Pimco
 Title: President / CEO
 Telephone (Day): 732-309-0277
 Email: mikepimco@gmail.com

The vendor hereby certifies to the truth of all information contained in the within Proposal (as may be supplemented with attachments). The vendor is aware that the vendor is subject to disqualification for any misrepresentations made in this Proposal.


 Signature of Vendor's authorized representative

President / CEO
 Title

4/2/2024
 Date

City of Asbury Park

REQUEST FOR PROPOSALS – SEASONAL RENTAL OF
UMBRELLAS AND BEACH CHAIRS

REFERENCE FORM (FORM 3)

Contractor Name: (Please Print):

PIMCO, LLC

The vendor shall list references with needs similar to the City of Asbury Park for whom the vendor has provided comparable services. Please include name, address, telephone number, and year(s) of service(s) provided, contact person, and type of work your performed for that entity.

1. Company Name/Municipality: City of Asbury Park
 Address: One Municipal Plaza, Asbury Park, NJ 07712
 Contact Person: Garret Giberson Sr. / Donna Viero
 Phone: Garret - 732-502-5755
 Type of Work: Beach Chair and Beach Umbrella Rentals
 Date(s) of Service: May 2009 - September 2023
2. Company Name/Municipality: Madison Marquette / Asbury Park
 Address: 1300 Ocean Ave Suite M1 Asbury Park, NJ 07712
 Contact Person: Carol Avale
 Phone: 732-567-3669
 Type of Work: Beach Chair and Umbrella Rental Management (via Style Rocket Store)
 Date(s) of Service: May 2009 - September 2023
3. Company Name/Municipality: _____
 Address: _____
 Contact Person: _____
 Phone: _____
 Type of Work: _____
 Date(s) of Service: _____

NON-COLLUSION AFFIDAVIT (FORM 4)

STATE OF NEW JERSEY)

SS:

COUNTY OF MONMOUTH)

I, Michael Pimco, of the City of Belmar, in the State of New Jersey, being of full age and duly sworn according to law, on my oath state as follows:

I am a principal of the firm of Pimco, LLC, the vendor submitting the Proposal for the operation of a seasonal concession to provide for the rental of umbrellas and beach chairs on the public beaches of Asbury Park, and I have executed the Proposal with full authority to do so. Further, the vendor has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action(s) in restraint of free, competitive bidding in connection with the above-named project. All statements contained in the Proposal and in this affidavit are true and correct and made with full knowledge that the State of New Jersey and the City of Asbury Park rely upon the truth of the statements contained in the affidavit and in said Proposal in awarding the contract for said project.

Michael PimcoPresident / CEO

Name of Firm or Individual
(Print Name)

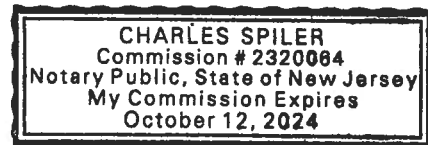
Title

Signature

4/2/2024

Date

Subscribed and sworn before me on this 2nd
day of April, 2024



Charles Spiler
Notary Public of New Jersey

My commission expires October 12, 2024.

STOCKHOLDER DISCLOSURE CERTIFICATION (FORM 5)

This Statement Shall Be Included with Bid Submission

Name of Business: Pimco, LLC

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- ☐ Partnership ☐ Corporation ☐ Sole Proprietorship
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership
☐ Subchapter S Corporation ☐ Non-Profit

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:Name: Michael Pimco

Name: _____

Home Address: 110 7th Ave
Belmar, NJ 07719

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

STATE OF: NEW JERSEY
 COUNTY OF: MONMOUTH
 Subscribed and sworn before me this 2ND day of
APRIL, 2024

(Notary Public)

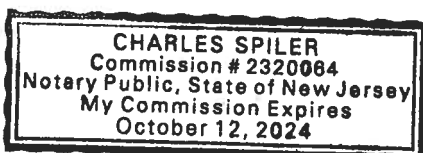
*Charles Spiler*My Commission expires: OCTOBER 12, 2024*M PIMCO*

(Affiant)

PRES / CEO

(Print name & title of affiant)

(Corporate Seal)



STATE OF NEW JERSEY DEBARRED LIST AFFIDAVIT (FORM 6)

STATE OF NEW JERSEY)

SS:

COUNTY OF Monmouth)

I, Michael Pimco, of the Borough of Belmar
in the County of Monmouth and the State of New Jersey, of full age, being duly
sworn according to law on my oath depose and say that:

I am President / CEO, an officer of the firm of Pimco, LLC, vendor
making the Proposal for the above-named Project, and I hereby certify that I have executed the said
Proposal with full authority to do so; that said vendor at the time of making this Proposal is not included
on the State of New Jersey, State Treasurer's List of Debarred, Suspended or Disqualified Bidders; and that
all statements contained in said Proposal and in this Affidavit are true and correct, and made with the full
knowledge that the City of Asbury Park relies upon the truth of the statements contained in said Proposal
and in the statements contained in this Affidavit in awarding the contract for said Project.

The undersigned further warrants that should the name of the firm making this Proposal appear on
the State Treasurer's List of Debarred, Suspended or Disqualified Bidders at any time prior to, and/or during
the life of the contract, including the Guarantee period, the City of Asbury Park shall be immediately
notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the bid as vendor is subject to disbarment,
suspensions and/or disqualification in contracting with the State of New Jersey, if the consultant, pursuant
to N.J.A.C. 7:1-5.2, commits any of the acts listed herein, and as determined according to applicable laws
and regulations.

Pimco, LLC 110 7th Ave Belmar, NJ 07719

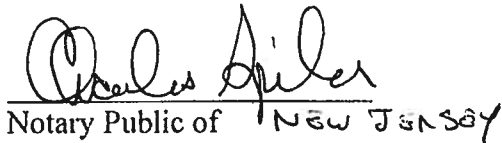
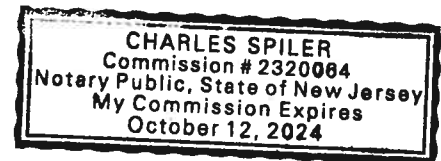
Name and Address of Vendor

Michael Pimco President / CEO

Name and Title of Affiant



Subscribed and sworn before me on

this 2ND day of April, 2024

Notary Public of NEW JERSEYMy commission expires OCTOBER 12, 2024.

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA (FORM 7)

The undersigned vendor hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

If no addenda were received, initial here: MP

Acknowledged for: Pimco. LLC
(Name of Vendor)

By: 
(Signature of Authorized Representative)

Name: Michael Pimco
(Print or Type)

Title: President / CEO

Date: 4-2-2024

Attachment: Proposal for Umbrellas and Beach Chair Rental Concession (2024-236 : Awarding a contract for the Rental of Umbrellas & Beach

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN (FORM 8)

Bidder Name: _____

Part 1: CertificationBIDDERS ARE TO COMPLETE PART 1 BY CHECKING EITHER BOX.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders must review this list prior to completing the below certification. Failure to complete the certification may render a bidder's proposal nonresponsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR



I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2 – Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN. You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran on additional sheets provided by you.

Part 3: Certification

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the City of Asbury Park is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the City of Asbury Park to notify the City of Asbury Park in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the City of Asbury Park that the City of Asbury Park at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Michael PimcoTitle: President / CEOSignature: Date: 4-2-24

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS (FORM 9)

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

(Check the Appropriate Box)



- A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR



- B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR



- C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below:

(Attach Additional Sheets If Necessary)

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

Signature of Vendor's Authorized Representative

Michael Pimco President / CEO

Date

03-0417540

Print Name and Title of Vendor's Authorized Representative

Pimco, LLC

Vendor's FEIN

732-309-0277

Vendor's Name

110 7th Ave

Vendor's Phone Number

Vendor's Address (Street Address)

Belmar, NJ 07719

Vendor's Fax Number

mikepimco@gmail.com

Vendor's Address (City/State/Zip Code)

Vendor's Email Address

¹ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c) of the International Financial Institutions Act 22 U.S.C. 262r(3); or (3) Any parent, successor, subunit, direct or indirect ownership or control with, any entity described in paragraph (1) or (2).

CERTIFICATION OF ETHICS COMPLAINT DISCLOSURE FORM (FORM 10)

I hereby certify that there have been no prior or pending ethics complaints against myself and/or any member of Pimco, LLC (name of firm/company).

If any prior or pending ethics complaints exist, please cite below:

1. _____

2. _____

3. _____

I hereby certify that the foregoing statements made by me are true.

Signature: 

Date: 4-2-2024

Name: Michael Pimco

Title: President / CEO

Name of Firm: Pimco, LLC

Address: 110 7th Ave

Address: Belmar, NJ 07719

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE (FORM 11)
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the Contractor agrees as follows:

The Contractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The Contractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the consultant, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The Contractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the Contractor or contracting officer, advising the labor union of the consultant's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The consultant, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The Contractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The Contractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment Contractor which engages in direct or indirect discriminatory practices.

The Contractor agrees to revise any of its testing procedures, if necessary, to assure that all

personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the Contractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Contractor shall submit to the public consultant, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public Contractor through the Division's website at www.state.nj.us/treasury/contract_compliance)

The Contractor shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Signed: 

Print Name: Michael Pimco

Name & Address of Company:

Pimco, LLC
110 7th Ave
Belmar, NJ 07719

Dated: 4/2/2024

REQUIRED EVIDENCE AFFIRMATIVE ACTION REGULATIONS (FORM 12)
PUBLIC LAW 1975, c. 127 (N.J.A.C. 17:27)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the Vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: Pimco, LLC

SIGNATURE: 

PRINT NAME: Michael Pimco

TITLE: President / CEO

DATE: 4-2-2024

AMERICANS WITH DISABILITIES ACT OF 1990 (FORM 13)
Equal Opportunity for Individuals with Disability

The Contractor and the City of Asbury Park (hereinafter the "City") do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101, et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit or service on behalf of the City pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the consultant, its agents, servants, employees or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the City in any action or administrative proceeding commenced pursuant to the Act. The Contractor shall indemnify, protect and save harmless the City, its agents, servants and employees from and against any and all suits, claims, losses, demands or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the City's grievance procedure, the Contractor agrees to abide by any decision of the City which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the City, or if the City incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The City shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the City or any of its agents, servants and employees, the City shall expeditiously forward or have forwarded to the City every demand, complaint, notice, summons, pleading or other process received by the City or its representatives.

It is expressly agreed and understood that any approval by the City of the services provided by the Contractor pursuant to this contract will not relieve the Contractor of the obligation to comply with the Act and to defend, indemnify, protect and save harmless the City pursuant to this paragraph.

It is further agreed and understood that the Contractor assumes no obligation to indemnify or save harmless the consultant, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the consultant's obligations assumed in this Agreement, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Contractor from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

WITNESS:

Michael Pimco

VENDOR:

Pimco, LLC

DATED: 4-2-2024

NEW JERSEY ANTI-DISCRIMINATION PROVISIONS (FORM 14)
N.J.S.A. 10:2-1 ET SEQ.

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.



Signature

4-2-2024

Date

W-9 FORM (FORM 15)

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
1 Name (as shown on your income tax return). Name is required on this line. Do not leave this line blank. Pimco, LLC		
2 Business name/disregarded entity name, if different from above		
Print or type. See Specific Instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	
	☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ▶ _____ ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions. 110 7th Ave	
6 City, state, and ZIP code Belmar, NJ 07719		Requester's name and address (optional)
7 List account number(s) here (optional)		
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.		
Social security number 03-0417540		Employer identification number 03-0417540
Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.		
Sign Here	Signature of U.S. person ▶ _____ Date ▶ _____	
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following: • Form 1099-INT (interest earned or paid) • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See <i>What is backup withholding</i> , later.		

Cat. No. 10231X

Form W-9 (Rev. 10-2018)



PIMCLLC-01

3.C.9.a

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/2/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER York Jersey Underwriters Agency, Inc. P.O. Box 810 Red Bank, NJ 07701	CONTACT NAME: PHONE (A/C, No, Ext): (732) 842-2012 FAX (A/C, No): (732) 530-7080 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : Sentinel Ins. Co. LTD INSURER B : ARI Insurance Company INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Pimco LLC 110 7th Avenue Apt 2 Belmar, NJ 07719	NAIC # 11000 13900

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:	X		13SBMZS6581	12/15/2023	12/15/2024	EACH OCCURRENCE \$ 2,000, DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000, MED EXP (Any one person) \$ 10, PERSONAL & ADV INJURY \$ 2,000, GENERAL AGGREGATE \$ 4,000, PRODUCTS - COMP/OP AGG \$ 4,000, \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			13SBMZS6581	12/15/2023	12/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000, BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			13SBMZS6581	12/15/2023	12/15/2024	EACH OCCURRENCE \$ 1,000, AGGREGATE \$ 1,000, \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	PWC1077331	1/2/2023	1/2/2024	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 500, E.L. DISEASE - EA EMPLOYEE \$ 500, E.L. DISEASE - POLICY LIMIT \$ 500,

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Asbury Park is named as Additional Insured with respect to general liability.

CERTIFICATE HOLDER

CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: PIMCO, LLC
Trade Name:
Address: 417 EVERGREEN AVENUE
BRADLEY BEACH, NJ 07720-1134
Certificate Number: 0143079
Effective Date: May 14, 2002
Date of Issuance: March 30, 2024

For Office Use Only:
20240330152017215

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
SHORT FORM STANDING

PIMCO, LLC
0600137113

I, the Treasurer of the State of New Jersey, do hereby certify that the above-named New Jersey Domestic Limited Liability Company was registered by this office on March 27, 2002.

As of the date of this certificate, said business continues as an active business in good standing in the State of New Jersey, and its Annual Reports are current.

I further certify that the registered agent and office are:

MIKE PIMCO
615 NJ HWY 35
NEPTUNE, NJ 07753



*IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed
my Official Seal at Trenton, this
30th day of March, 2024*

Elizabeth Maher Muoio
State Treasurer

Certificate Number : 6152216300

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

STATE OF NEW JERSEY

Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

3.C.9.a

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: https://www.state.nj.us/treasury/contract_compliance/documents/pdf/forms/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY 03-0417540	2. TYPE OF BUSINESS ☐ 1. MFG ☐ 2. SERVICE ☐ 3. WHOLESALE ☒ 4. RETAIL ☐ 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 40		
4. COMPANY NAME Pimco, LLC				
5. STREET 110 7th Ave	CITY Belmar	COUNTY Monmouth	STATE NJ	ZIP CODE 07719
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) None		CITY	STATE	ZIP CODE
7. CHECK ONE: IS THE COMPANY: ☐ SINGLE-ESTABLISHMENT EMPLOYER ☒ MULTI-ESTABLISHMENT EMPLOYER				
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ 2				
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT 35				
10. PUBLIC AGENCY AWARDED CONTRACT				
CITY City of Asbury Park		COUNTY Asbury Park	STATE Monmouth	ZIP CODE NJ 07712
Official Use Only	DATE RECEIVED	NAUG. DATE	ASSIGNED CERTIFICATION NUMBER	

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. DO NOT SUBMIT AN EEO-1 REPORT.

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****				
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/ Managers	4	2	2					2		1			1
Professionals													
Technicians													
Sales Workers													
Office & Clerical													
Craftworkers (Skilled)													
Operatives (Semi-skilled)													
Laborers (Unskilled)	2	1	1	1					1				
Service Workers													
TOTAL													
Total employment From previous Report (if any)													
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												
	34	23	11	2	1		3	17	2	1		1	7

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? ☒ 1. Visual Survey ☐ 2. Employment Record ☐ 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES ☐ 2. NO ☒	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR 04 1 2019
13. DATES OF PAYROLL PERIOD USED From: July 2023 To: July 2023		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) Michael Pimco	SIGNATURE 	TITLE President/CEO	DATE MO DAY YEAR 4 1 2024		
17. ADDRESS NO. & STREET 110 7th Ave	CITY Belmar	COUNTY Monmouth	STATE NJ	ZIP CODE 07719	PHONE (AREA CODE, NO., EXTENSION) 732 - 309 - 0277

ADMINISTRATIVE INFORMATION REQUIREMENTS	SUBMISSION #1
NAME OF FIRM	Pimco, LLC
ADDRESS	110 7th Ave #2
CITY, STATE , ZIP	Belmar, NJ 07719
TELEPHONE NUMBER	(732) 309 - 0277
CONTACT PERSON	Michael Pimco
2024 PAYMENT PROPOSED (Minimum Fee \$13,100)	\$20,100.00
2025 PAYMENT PROPOSED (Minimum Fee \$14,100)	\$21,100.00
2026 PAYMENT PROPOSED (Minimum Fee \$15,100)	\$22,100.00
ADMISSION/PARTICIPATION PRICES	Chair - \$10
	Umbrella - \$10
	Costs up to \$15 on Weekends/Holidays and high season busy times if needed
PRIOR EXPERIENCE & QUALIFICATIONS IN PROVIDING SAME/SIMILAR SERVICES	In AP since 2009
DESCRIPTION OF SAFETY MEASURES INCLUDING STORAGE OF EQUIPMENT & HURRICANE PLAN	See pages 5 - 6
DESCRIPTION OF EQUIPMENT TO BE PROVIDED & UTILIZED	See pages 7 - 8
ADDITIONAL INFORMATION	
DOCUMENTS 1 - 13 INCLUDED WITH PROPSAL	YES
EVALUATION AND RANKING	
PRICING	
A. PAYMENT PROPOSED EACH YEAR (40%	40%
B. PRICES TO BE CHARGED TO THE PUBLIC (10%	10%
PRIOR EXPERIENCE & QUALIFICATIONS IN PROVIDING SAME/SIMILAR SERVICES (15%)	15%
DESCRIPTION OF SAFETY MEASURES INCLUDING STORAGE OF EQUIPMENT & HURRICANE PLAN (20%)	20%
DESCRIPTION OF EQUIPMENT TO BE PROVIDED & UTILIZED (15%)	15%
TOTAL SCORE	100%
2019 PAYMENT PROPOSED (Minimum Fee \$8,000)	\$8,100.00
2020 PAYMENT PROPOSED (Minimum Fee \$9,000)	\$9,100.00
2021 PAYMENT PROPOSED (Minimum Fee \$10,000)	\$10,100.00
2022 PAYMENT INCREASE \$1,000 PER EXTENDED YEAR	\$11,100.00
2023 PAYMENT INCREASE \$1,000 PER EXTENDED YEAR	\$12,100.00

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

PHONE: (732) 775-2100
WWW.CITYOFASBURY PARK.COM



JOHN MOOR, MAYOR
AMY QUINN, DEPUTY MAYOR
ANGELA AHBEZ-ANDERSON, COUNCILMEMBER
EILEEN CHAPMAN, COUNCILMEMBER
YVONNE CLAYTON, COUNCILMEMBER

LILLIAN L. NAZZARO, ESQ., CITY MANAGER
LISA ESPOSITO, RMC, CITY CLERK

To: Mayor & Council
From: Tracy Lizardi, Director of Purchasing
Date: April 16, 2024
RE: Umbrella and Beach Chair Rental Concession

In accordance with the Local Public Contract Law found at N.J.S.A. 40A:11-1 et. seq., the following is the review of the above referenced concession proposal.

- On April 3, 2024 the City open proposals for the Operation of a Seasonal Concession to Provide for the Rental of Umbrella and Beach Chairs on the Public Beaches of Asbury Park in which only one bid was received:
Pimco, LLC
110 7th Avenue #2
Belmar, NJ 07719
- This proposal has been deemed complete upon the review of the Certificate of Insurances requested within the RFP and the Required Evidence of Affirmative Action Regulations as noted on Form 12, after notification of award but prior to the execution of contract.
- Pimco, LLC is recommended for the award:

2024 Payment proposed (minimum fee \$13,100) - \$20,100
2025 Payment proposed (minimum fee \$14,100) - \$21,100
2026 Payment proposed (minimum fee \$15,100) - \$22,100

As per the Local Public Contracts Law, the City Clerk is hereby requested to immediately post on the City's website to comply with N.J.S.A. 40A:11-4.5(d) that requires this review to be provided to the Governing Body and posted on the municipal website at least 48 hours prior to the possible awarding of a contract. This contract, if the Governing Body elects, is made via Resolution. A draft Resolution will be provided for at the April 24, 2024 Council Meeting for consideration.

**AGREEMENT AUTHORIZING THE OPERATION OF A SEASONAL CONCESSION
TO PROVIDE FOR THE RENTAL OF UMBRELLAS AND BEACH CHAIRS ON THE
PUBLIC BEACHES OF THE CITY OF ASBURY PARK, NEW JERSEY.**

THIS AGREEMENT is entered into this ____ day of _____, 2024,

BY AND BETWEEN

THE CITY OF ASBURY PARK, a Municipal Corporation of the State of New Jersey, with its principal office located at One Municipal Plaza, Asbury Park, New Jersey 07712 (hereinafter the “City”);

- and -

PIMCO, LLC, a corporation of the State of New Jersey, with its principal office located at 110 7th Avenue, Belmar, New Jersey 07719 (hereinafter the “Contractor”).

WITNESSETH:

WHEREAS, in accordance with the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq., and in particular, the provisions relating to the competitive contracting process (N.J.S.A. 40A:11-4.1, et seq.), and N.J.A.C. 5:34-9.4, the City has advertised a formal Request for Proposals (the “RFP”) for the submission of proposals from interested vendors for the operation of a seasonal concession service to provide for the rental of umbrellas and beach chairs to the public, on the public beaches located within the City, extending from Eighth Avenue at the City’s northerly terminus and southward to the Ocean Grove border, during the summer seasons of 2024, 2025 and 2026 (the “concession”); and

WHEREAS, in response to said advertisement, the City received One (1) proposal, on or prior to the advertised due date; and

WHEREAS, the Contractor has submitted the most favorable proposal, according to the criteria set forth by the City in the RFP and the ranking/scoring undertaken by the review committee following submission, to provide this service to the public; and

WHEREAS, the City has confirmed that the Contractor's proposal complies in all respects with the requirements set forth in the RFP; and

WHEREAS, pursuant to Resolution No. _____, adopted on _____, 2024, the Governing Body of the City has awarded a contract to the Contractor to provide the aforementioned service, in accordance with the terms and conditions set forth herein; and

WHEREAS, the purpose of this undertaking is to memorialize the terms and conditions agreed to by the City and the Contractor relating to the operation of the aforesaid concession.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. The Contractor is hereby authorized to operate a concession service involving the rental of umbrellas (including collapsible wind shield umbrellas) and beach chairs to the public (the "concession" or the "services"), on the public beaches located within the City, extending from Eighth Avenue at the City's northerly terminus and southward to the Ocean Grove border, during the summer seasons of 2024, 2025 and 2026, in accordance with the terms and conditions set forth herein.

2. During the term of the concession, the Contractor shall provide/supply all of the necessary equipment in order to operate this concession at its own cost and expense.

3. The term of this contract is for a period of three (3) successive summer seasons of 2024, 2025 and 2026. The term "summer seasons" is defined in Paragraph 4 below.

4. The term "summer seasons" shall be defined for the purposes of this Agreement as the period commencing on or about the second weekend in May of each of the three years covered

by this Agreement (2024, 2025 and 2026) (i.e., starting on Friday, May 10, 2024 for the first summer season), and extending through the conclusion of the second weekend in September of each of those years (i.e., concluding on Sunday, September 15, 2024 for the first summer season).

5. Notwithstanding the above, the parties shall have the option to enter into up to two (2) 1-year extensions, if the extension is mutually agreed to by the City and the Contractor. Any party wishing to exercise its right to extend the agreement for an additional year must notify the other party of its intention no later than thirty (30) days prior to the termination date of the initial agreement or any subsequent extension entered into between the parties. The total potential maximum term of the proposed concession shall not exceed beyond the summer seasons of five (5) consecutive years, and shall expire no later than the conclusion of the second weekend in September, 2028 (i.e., September 10, 2028).

6. Pursuant to the RFP, this Agreement shall permit the Contractor to operate the within concession on the public beaches located within the City, extending from Eighth Avenue at the City's northerly terminus and southward to the Ocean Grove border only, subject to the provisions of Paragraph 10 below. The Contractor shall not be permitted to operate the said concession elsewhere, without prior authorization of the City's Beach Manager.

7. The use of the designated area of the City's beachfront (extending from Eighth Avenue at the City's northerly terminus and southward to the Ocean Grove border) by the Contractor for the purposes set forth herein shall be on a non-exclusive basis, and the within Agreement shall not be construed as a lease agreement conveying any exclusive rights to the Contract for any portion of the City's beachfront. However, the parties agree that, during the term of this Agreement, the City shall not enter into any other contracts with any other vendors to

provide the same services at the City's beachfront as those referenced in the within Agreement, without the prior consent of the Contractor.

8. Any equipment to be utilized by the Contractor in connection with the within concession shall be furnished and transported by the Contractor at the Contractor's sole cost and expense, and shall be subject to the prior approval of the City. The Contractor hereby assumes any and all liability regarding its equipment.

9. The storage of all equipment associated with this contract on any City owned property shall be subject to the prior review and approval of the City. This shall include the storage area(s) involved, the type(s) of facility(ies) to be constructed (including storage sheds, etc.), and any other associated issues. All improvements to be constructed by the Contractor on the public beaches within the City or any other public property of the City in connection with the operation of the concession shall be reviewed and approved by the City prior to construction, erection, placement, or installation. The Contractor shall be responsible for any damage(s) sustained to City property as a result of its operation of the within concession.

10. The exact location of the area to be used by the Contractor for purposes of the within concession shall be subject to the prior review and approval of the City. The City shall have the right to relocate the area of the concession to another part of the City's beachfront, at the City's sole discretion, depending upon the needs/best interests of the City, and/or to protect the health, safety and welfare of the public.

11. The City's beach staff, lifeguards, police and fire personnel, and/or other ocean rescue personnel shall at all times have the sole and absolute discretion to require the Contractor to relocate and/or remove any and all of its equipment that might directly or indirectly impede the performance of ocean rescue activities.

12. In the case of inclement weather (or predicated inclement weather), the Contractor agrees that all of its storage facilities, equipment and any and all other items used in the concession operations will be removed from the beachfront immediately within twelve (12) hours of notification by the appropriate City personnel, or as otherwise directed, and stored at an approved off-site location.

13. The Contractor shall provide an experienced manager who shall be present at the beachfront at all times while the concession is in operation. The manager shall oversee the daily operation and have the authority to take corrective action required to ensure complete and continuous compliance with the requirements and specifications set forth herein.

14. Pursuant to the proposal submitted by the Contractor, the Contractor agrees to make the following payments to the City for the right to operate the concession:

1. **2024 summer season: \$20,100.00;**
2. **2025 summer season: \$21,100.00; and**
3. **2026 summer season: \$22,100.00.**

15. Should the parties mutually exercise the option to enter into a renewal of the within Agreement, pursuant to the terms of paragraph 5 above, the Contractor agrees to make the following payments to the City for the right to continue to operate the concession for the following potential additional term(s):

1. **2027 spring/summer/fall season: \$23,100.00; and**
2. **2028 spring/summer/fall season: \$24,100.00.**

16. The fee for the 2024 summer season shall be paid at the time of contract execution, either in cash or by certified or bank check, payable to the “City of Asbury Park.” The fee for the subsequent years (2025 and 2026) shall be due and payable on or before March 1st of each year.

17. The Contractor shall post an additional sum equivalent to the final year's concession fee (i.e., the 2026 fee), representing twenty-two thousand one hundred dollars and zero cents (\$22,100.00), in escrow with the City, which the City shall be entitled to hold in an interest bearing account as a "security deposit" in order to ensure the timely and full payment of all required sums under the Agreement, and/or to reimburse the City for any damage(s) caused by the Contractor to City property. Said sum shall be paid at the time of the contract execution, in cash or by certified or bank check, payable to the "City of Asbury Park." Any sums utilized by the City for damages incurred to City property shall be replenished within ten (10) days of notification by the City to the Contractor.

18. The Contractor shall also be required to pay for any and all fees incurred by the City's professionals (legal or otherwise) associated with the concession. In this regard, the Contractor shall be required to post the sum of Five Hundred Dollars (\$500.00) in escrow with the City, which funds shall be utilized solely to pay for any such professional fees. Such fees may include, but shall not necessarily be limited to, fees associated with the drafting and finalization of the Agreement associated with the concession, and/or for other necessary services. Such services shall be billed at the regular hourly rates of the City's professionals. Any escrow sums remaining after all necessary professional services have been rendered shall be returned to the Contractor. If, on the other hand, additional escrow fees are required to cover the City's professional fees, then the Contractor shall be required to deposit same with the City immediately upon direction from the City. The initial escrow fee of \$500.00 shall be deposited with the City at the time of contract execution.

19. The Contractor shall provide comprehensive general liability insurance coverage in an amount not less than two million dollars (\$2,000,000.00) per claim, with aggregate excess

(umbrella) coverage in an amount not less than five million dollars (\$5,000,000.00). The Contractor shall also provide insurance coverage for property damage in an amount not less than one hundred thousand (\$100,000.00) dollars, and insurance coverage for abuse/molestation (which covers third parties) in an amount not less than one million dollars (\$1,000,000.00). The above amounts may not be modified without approval of the City's insurance carrier.

20. The Contractor shall also provide comprehensive automobile liability insurance covering the use of all owned, non-owned, hired or leased automobiles for bodily injury and property damage. Coverage shall include uninsured and underinsured motorist at limits no less than one million dollars (\$1,000,000.00) per claim.

21. The Contractor shall also provide workers' compensation coverage to comply with New Jersey Statutes, along with USLHW Act and Jones Act, if applicable. The Certificate of Insurance shall state, if applicable, when members of the LLC have elected to be deemed employees of the business and therefore covered under the policy. Minimum policy limits shall be as follows:

Worker Compensation -	Statutory
Employers Liability -	One million dollars (\$1,000,000.00) per accident;
	One million dollars (\$1,000,000.00) per employee; and
	One million dollars (\$1,000,000.00) policy limit.

22. The Contractor shall name the City of Asbury Park as an additional insured on its policy(ies), with a waiver of subrogation against the City. Said policy(ies) shall provide for at least thirty (30) days advance written notice to the City (directed to the attention of the Asbury Park City Manager and City Clerk) before cancellation or non-renewal. The City shall be permitted to terminate the contract in any instance where the Contractor has failed to provide satisfactory

replacement coverage during said thirty (30) day period. The Contractor shall provide a copy of its insurance policy(ies) to the City on or before March 1st of each year of the concession.

23. The Contractor agrees to indemnify and hold the City, its officials, employees, professionals and agents, and the City's insurance carrier(s) and broker(s), harmless from and against any and all claims, litigation, damages, etc., including reasonable attorney's fees, relating to injuries (including death) sustained by any members of the public, and/or for damage(s) sustained to property, relating in any way to the operation of this concession.

24. The Contractor agrees to abide by all of the proposals and representations made within its proposal to the City, especially as relates to the safety precautions to be undertaken in connection with the within concession, and the Contractor's response to the RFP is hereby incorporated herein by reference. The Contractor agrees to be bound by all of the representations made within its proposal.

25. The Contractor hereby agrees to indemnify, defend and hold harmless (hereinafter referred to as the "Indemnity Obligations") the City of Asbury Park, its Directors, Employees, , Appointed or Elected Officials, departments, volunteers, insurers, brokers and professionals including but not limited to the New Jersey Intergovernmental Insurance Fund (collectively referred to herein as the "Indemnities"), from and against any and all claims, demands, losses or liabilities including attorney fees and defense costs (collectively referred to as a "Loss), arising out of the acts and omissions of the Contractor, its subcontractors, employees and agents in connection with all activities, services and products undertaken and provided by the Contractor, pursuant to this Agreement. Further, Contractor covenants and agrees that it will be responsible for legal fees and costs incurred by indemnitees for any Loss notwithstanding any disputed fact as to the person(s) responsible for the Loss. Finally, Contractor covenants and agrees that its Indemnity

Obligations shall survive expiration or termination of this Agreement and are independent of any policy of insurance that may be available for any Loss.

26. The Contractor shall promptly comply with all laws, ordinances, rules, regulations, requirements, directives, etc., of the Federal, State and local governments (including the City of Asbury Park and any other local governments which may have jurisdiction over this matter), along with any other applicable public authorities which may have jurisdiction over this matter, including but not necessarily limited to the New Jersey Department of Environmental Protection (the “NJDEP”) and the United States Army Corps of Engineers (the “Army Corps of Engineers”). The Contractor understands that this Agreement shall be subject to, and shall yield to, any requirements, activities or time schedules undertaken or mandated by the NJDEP, the Army Corps of Engineers, and/or any other authorities or agencies which may have jurisdiction over this matter, including but not limited to any potential beach replenishment project(s) to be undertaken by the Army Corps of Engineers, and the Contractor shall comply with any such requirements. The Contractor understands that this Agreement may be modified, amended, changed or terminated in order to comply with any of the circumstances referenced above. In any such circumstances, the Contractor shall have no recourse and agrees to waive any and all claims for damages resulting therefrom.

27. The Contractor shall not be required to obtain a separate mercantile license from the City before operating the within concession.

28. The Contractor shall not place, nor allow to be placed, any signs of any kind whatsoever in, upon, or about the City’s public beaches, or on the boardwalk, or on any other public property of the City, without the prior written approval of the City.

29. The City shall not be liable whatsoever for any damage or injury which may be sustained to the equipment of the Contractor, including but not limited to damage or injury sustained as a result of fire, storm, hurricane, flood, ocean waves or other act of God, or as a result of vandalism, or through the negligent or intentional acts of humans, or otherwise.

30. The Contractor shall be responsible to reimburse the City for any damages caused to City property as a result of the within concession. The City may use funds from the security deposit, as referenced in Paragraph 17 above, for said purpose(s), if necessary. Any such funds utilized from the security deposit shall be replenished by the Contractor within ten (10) days of notification by the City.

31. The rights granted to the Contractor pursuant to this Agreement shall not be assigned by the Contractor to any other party, without the prior written approval of the City.

32. The Contractor agrees to coordinate all of its activities regarding the provision of umbrellas and beach chair rentals to the public, as set forth herein, with the City's beach staff, as well as the City's designated Waterfront Redevelopers (Asbury Partners, LLC, iStar Financial, Starfield Companies, Madison Marquette, Madison Asbury Retail, and/or any of their respective related entities or successors). The Contractor agrees to ensure that all areas around and between collapsible wind shields shall be raked and cleaned by the Contractor's staff on a daily basis.

33. Notwithstanding the provisions of Paragraph 30 above, the Contractor shall not enter into any separate agreements, written or oral, with the City's designated Waterfront Redevelopers (as defined in Paragraph 30) or any other party to provide the services without the express prior written consent of the City.

34. If at any time during the term of this Agreement, the City or other applicable public agencies or authorities which may have jurisdiction over this matter, including but not necessarily

limited to the NJDEP and/or the Army Corps of Engineers, shall engage in any activities in or at the City's beachfront (extending from Eighth Avenue at the City's northerly terminus and southward to the Ocean Grove border), or within the surrounding environments, or on the boardwalk, or on any other public property of the City, and such work shall result in damage to the property or interruption of business of the Contractor, the Contractor shall have no claim whatsoever against the City for any loss of business activity or loss of profits or any other claim(s) arising directly or indirectly as a result of said work.

35. This Agreement is made and the Contractor hereby accepts same expressly subject to such rules and regulations of the Mayor and Council of the City of Asbury Park governing the property of the City of Asbury Park. The City, through its Mayor and Council or other governing body, does hereby reserve unto itself the right to impose further restrictions concerning the use of the entire property or any part of the property of the City of Asbury Park, and also to rescind any or all of the said rules and regulations which may now be in effect or which may hereafter be adopted and put into effect. With that understanding, the Contractor shall have no claim whatsoever against the City for any loss of business activity or loss of profits or any other claim(s) arising directly or indirectly as a result of such rules and regulations, existing now or enacted or rescinded at any time hereafter.

36. It is hereby stipulated and agreed by and between the City and the Contractor that the Contractor shall not use any audible device, mechanical or otherwise, including the human voice, which may create noise, music or sounds to attract attention to the Contractor's business of providing umbrellas and beach chair rentals to the public, as set forth herein, nor shall the Contractor audibly attempt to advertise its business.

37. The Contractor shall not use, interfere with, or block, any areas of the City's public property with any equipment which may be necessary in connection with this Agreement, nor shall the Contractor store any of its equipment on or within any public building or public property, or on the public beaches located within the City, boardwalk or streets, without the express advance permission from the City's Beach Manager or Public Works Director, as necessary.

38. This Agreement, together with the additional "contract documents" (consisting of the RFP and the Contractor's response to the RFP), constitutes that entire agreement between the parties. The additional contract documents are fully a part of this Contract as if hereto attached or herein repeated. This Agreement may not be altered, amended or changed in any way except by a separate writing signed by the City and the Contractor.

39. If any clause or provision of this Agreement shall be, or become adjudged, to be invalid, such invalidity shall not affect the remaining clauses, terms, or provisions of the Agreement.

40. The parties agree that this Agreement shall be governed by and interpreted according to the laws of the State of New Jersey.

41. All of the representations made by the Contractor in its response to the RFP are hereby incorporated into the within Contract. It is expressly understood and agreed that this Contract, and the representations made by the Contractor in its response to the RFP, represent the full understanding between the parties and any representations, whether oral or in writing, not contained herein, or in the RFP or the Contractor's response to the RFP, will not be binding upon the parties hereto.

42. During the term of this Contract, the City and the Contractor hereby incorporate into this Contract the mandatory affirmative action language pursuant to N.J.S.A. 10:5-31, et seq.

(P.L. 1975, C.127) N.J.A.C. 17:27, as amended and supplemented from time to time, as set forth in Exhibit “A” attached. The Contractor shall execute and comply with all requirements contained in the Affirmative Action Affidavit attached hereto as Exhibit “B.” Both Exhibits are incorporated herein by reference. The Contractor shall submit a copy of the Certificate of Employee Information Report or Form AA 302 (Initial Employee Information Report) prior to any payments being made under this Contract.

43. The Contractor shall also execute the “Americans With Disabilities Act of 1990” Certification attached hereto as Exhibit “C”, which shall be incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals or caused these presents to be signed by their proper corporate officers and their proper corporate seal affixed hereto, the day, and year above stated.

ATTEST:

THE CITY OF ASBURY PARK

Lisa Esposito, City Clerk

By: _____
Hon. John Moor, Mayor

WITNESS:

PIMCO, LLC

By: _____
Michael Pimco, President/CEO

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the Contractor agrees as follows:

The Contractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The Contractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The Contractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the Contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31, *et seq.*, as amended and supplemented from time to time and the Americans with Disabilities Act.

The Contractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The Contractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Contractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the Contractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The Contractor shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such

information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Signed: _____
Michael Pimco, President/CEO

Name & Address: Pimco, LLC
110 7th Ave. Belmar, New Jersey 07719

Dated: _____

EXHIBIT B

**REQUIRED EVIDENCE
AFFIRMATIVE ACTION REGULATIONS
PUBLIC LAW 1975, c. 127 (N.J.A.C. 17:27)**

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L. 1975, c. 127, (N.J.A.C. 17:27). Prior to the date of the award, the contractor shall present one of the following:

1. A letter from the U. S. Department of Labor that the contractor has an existing federally approved or sanctioned Affirmative Action Program.
OR
2. A Certificate of Employee Information Report Approval.
OR
3. If you do not have either of the above, check below:

_____ Please send our company an Affirmative Action form for our completion (A.A. 302-Affirmative Action Employee Information Report)

The following questions must be answered by all contractors:

1. Do you have a federally approved or sanctioned Affirmative Action Program?
Yes _____ No _____
2. Do you have a State Certificate of Employee Information Report Approval?
Yes _____ No _____

You shall submit a photostatic copy of such certificate.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L. 1975, c.127 (N.J.A.C. 17:27) and agrees to furnish the required documentation pursuant to the law. The contractor must be rejected as non-responsible if the contractor fails to comply with the requirements of P.L. 1975, c.127 (N.J.A.C. 17:27) within the time frame. The Affirmative Action Affidavit for vendors having less than fifty (50) employees is no longer acceptable, a New Jersey Certificate of Approval or A.A. 302 is required.

PIMCO, LLC

By: _____
Michael Pimco, President/CEO

Dated: _____

EXHIBIT C**AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability**

The Contractor and the City of Asbury Park (hereinafter “owner”) do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the “Act”) (42 U.S.C. S12101, et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit or service on behalf of the owner pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, her agents, servants, employees or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the owner in any action or administrative proceeding commenced pursuant to the Act. The Contractor shall indemnify, protect and save harmless the owner, its agents, servants and employees from and against any and all suits, claims, losses, demands or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner’s grievance procedure, the Contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants and employees, the owner shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the Contractor pursuant to this contract will not relieve the Contractor of the obligation to comply with the Act and to defend, indemnify, protect and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor’s obligations assumed in this Agreement, nor shall they be construed to relieve the Contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

PIMCO, LLC

By: _____
Michael Pimco, President/CEO

Dated: _____



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 8, 2024
RESOLUTION SUMMARY

2024-237

Resolution authorizing the award of a contract for the Operation of Private Surf Lessons Concession. Only one proposal received.

2024 - \$6,850

2025 - \$7,050

2026 - \$7,350



RESOLUTION NO. 2024-237

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

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT FOR THE OPERATION OF A SEASONAL CONCESSION TO PROVIDE PRIVATE SURF LESSONS TO THE PUBLIC IN A DESIGNATED AREA OF THE ASBURY PARK BEACHFRONT

WHEREAS, on January 31, 2024, the Mayor and Council of the City of Asbury Park (the “City”) adopted Resolution No. 2024-97, which authorized the City to implement the “competitive contracting” process under the New Jersey Local Public Contracts Law (N.J.S.A. 40A:11-4.1, et seq.) (the “Act”), in order to seek proposals from interested vendors to operate a concession for private surf lessons to the public on the City’s beach front (Eighth Ave. Beach); and

WHEREAS, in accordance with the requirements of the Act, a public advertisement appeared in an official newspaper of the City (Asbury Park Press) on March 13, 2024, which advertised that the City was seeking proposals from vendors who were interested in operating said concession, pursuant to the terms and conditions set forth in a formal Request for Proposals (the “RFP”), which was available on the City of Asbury Park’s website; and

WHEREAS, in response to said advertisement, the City received one (1) proposal on or prior to the advertised due date; and

WHEREAS, the proposal received is as follows:

1. Summertime Surf LLC:
 - a. 2024 Season: \$6,850;
 - b. 2025 Season: \$7,050;
 - c. 2026 Season: \$7,350;

WHEREAS, the payments proposed meets the minimum fees required in the City’s RFP; and

WHEREAS, the Director of Purchasing has confirmed that the proposal complies in all other respects with the requirements set forth in the RFP; and

WHEREAS, in accordance with the methodology specified in the RFP, the Director of

Purchasing reviewed and ranked the proposals received; and

WHEREAS, in a memorandum dated April 16, 2024, the Director of Purchasing provided a report (per N.J.S.A. 40A:11-4.5(d)), in which she recommended that the contract for this concession be awarded to the high bidder, Summertime Surf LLC; and

WHEREAS, the report was posted on the City's website in accordance with the requirements of N.J.S.A. 40A:11-4.5(d), at least 48 hours prior to the possible awarding of a contract; and

WHEREAS, a copy of the report is attached hereto and made a part hereof; and

WHEREAS, in accordance with the Director of Purchasing's recommendation, the Mayor and Council now wish to authorize the award of a contract to Summertime Surf, LLC to operate a concession within the City to provide private surf lessons to the public in a designated area of the Asbury Park Beach front, in accordance with its proposal, and to authorize appropriate City officials and/or employees to take certain actions.

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

1. The contract for the above-referenced concession is hereby awarded to Summertime Surf LLC, in accordance with its proposal for the Seasons of 2024, 2025 and 2026.
2. The City is hereby authorized to enter into an Agreement with Summertime Surf, LLC regarding said concession, which Agreement shall incorporate all of the requirements set forth in the RFP and shall be in a form satisfactory to the City Attorney and City Manager.
3. The Mayor is hereby authorized to execute, and the City Clerk to attest, said Agreement.
4. All other City officials and/or employees are hereby authorized to perform such actions as are necessary in order to further the intentions of the within Resolution.
5. That a certified copy of this Resolution shall be provided to each of the following:
 - (a) Summertime Surf, LLC
 - (b) Lillian L. Nazzaro, Esq., City Manager
 - (c) JoAnn Boos, CFO
 - (d) Tracy Lizardi, Director of Purchasing
 - (e) Frederick C. Raffetto, Esq., Municipal Attorney

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

NO. 2024-237 which was finally adopted by the City Council at a meeting held on the 8th day of May, 2024

CERTIFIED BY ME THIS 9th DAY OF May, 2024.

LISA ESPOSITO
CITY CLERK

ATTENTION:

ASBURY PARK CITY CLERK
AT CITY HALL (FIRST FLOOR)
ONE, MUNICIPAL PLAZA
ASBURY PARK, NJ 07712

4/3/24

PROPOSAL FOR SURF LESSONS CONCESSION

Attachment: PROPOSAL FOR SURF LESSONS CONCESSION (2024-237 : Awarding a contract for the Surf Lessons Concession)

City of Asbury Park
REQUEST FOR PROPOSALS – SEASONAL CONCESSION TO PROVIDE SURF
LESSONS TO THE PUBLIC IN A DESIGNATED AREA OF THE ASBURY PARK
BEACHFRONT.

DOCUMENT CHECKLIST (FORM 1)

<u>Submission Requirement</u>	Initial each required entry and submit the item
Completed Document Checklist (Form 1)	G.O
Completed Proposal Offer Form (Form 2)	G.O
Completed Reference Form (Form 3)	G.O
Completed and Notarized Non-Collusion Affidavit (Form 4)	G.O
Completed Stockholder Statement of Ownership (Form 5)	G.O
Completed State of New Jersey Debarred List Affidavit (Form 6)	G.O
Acknowledgment of Receipt of Addenda (Form 7)	G.O
Completed Disclosure of Investment Activities in Iran (Form 8)	G.O
Certification of Non-Involvement in Prohibited Activities in Russia or Belarus (Form 9)	G.O
Completed Certification of Ethics Complaint Disclosure (Form 10)	G.O
Mandatory Equal Employment Opportunity Language (Form 11)	G.O
Required Evidence Affirmative Action Regulations (Form 12)	G.O
Americans with Disabilities Act of 1990 (Form 13)	G.O
New Jersey Anti-Discrimination Provisions (Form 14)	G.O
W-9 Form (Form 15)	G.O
Certificate of Insurance(s)	G.O
State of New Jersey Business Registration Certificate (Sample 1)	G.O
Certificate of Employee Information Report (Sample 2)	G.O

Attachment: PROPOSAL FOR SURF LESSONS CONCESSION (2024-237 : Awarding a contract for the Surf Lessons Concession)

PROPOSAL OFFER FORM (FORM 2)
SEASONAL CONCESSION TO PROVIDE SURF LESSONS TO THE PUBLIC IN A
DESIGNATED AREA OF THE ASBURY PARK BEACHFRONT.

Name of Vendor: Summertime Surf LLC
 Address: 404 Ocean Ave, Unit 4, Belmar, NJ 07719
 Telephone No.: (732) 599-2700 Fax No.: ()
 E-Mail Address: info@summertimesurf.com
 Website Address: www.summertimesurf.com

[Note: Vendors may attach additional sheets or documentation to this Proposal Offer Form in order to provide supplemental information or materials for consideration by the City, where necessary.]

I. Pricing:

A. Payments proposed to be made to the City, per year, for the right to operate the within concession:

1. 2024 Summer season (In words and numbers):

Six thousand eight hundred and fifty dollars
\$6,850
 (Minimum fee of \$5,800.00)

2. 2025 Summer season (In words and numbers):

Seven thousand and fifty dollars
\$7,050
 (Minimum fee of \$6,050.00)

3. 2026 Summer season (In words and numbers):

Seven thousand three hundred fifty dollars
\$7,350
 (Minimum fee of \$6,300.00)

It should be noted that the City and the successful vendor shall have the right to negotiate a renewal option of the concession agreement for up to two (2) additional terms of one (1) year each, at an increased rate of \$250.00 per extended year, as follows: Minimum fee of \$6,550.00 for 2027; and Minimum fee of \$6,800.00 for 2028, if the extension is mutually agreed to between the parties.

Attachment: PROPOSAL FOR SURF LESSONS CONCESSION (2024-237 : Awarding a contract for the Surf Lessons Concession)

B. Prices to be charged to the public (In words and numbers):

Group lesson rates as low as \$15 per person.
 Private lessons: \$125-175 per lesson with professional coach. Week long kids surf camp \$395-495.
 Advertised 10% friends and family discount when signing up multiple participants.

II. Prior experience and qualifications of the vendor in providing the same or similar services, either in Asbury Park or elsewhere:

(Please see attached packet REF II experience)
 18 years of safe programming across 7+ locations throughout New Jersey and Rhode Island.

Summertime Surf's has been New Jersey's Premier Surf experience provider since 2006.

III. Description of the safety measures that will be utilized by the vendor in connection with its operation of this concession so as to minimize the risk of any injuries to the public, including lifeguard/life-saving training and/or credentials of those who will be providing surf lessons to the public, the provision of safety equipment associated with the concession, and the proposed storage of all related equipment. This description shall include a detailed hurricane preparedness/ inclement weather evacuation plan.

(Please see attached REF Form 2 Criteria III: Safety Measures)

We incorporate industry leading best practices from national level programs run by the United States Lifesaving Association, American Red Cross, Boy Scouts, YMCA.

IV. Additional Information:

Please provide the following additional information:

1. Ownership (list parent company and/or vendor subsidiaries and affiliates; if sole prop. or partnership, list name and home address of sole prop. or general partners):

1. Shawn McGrath
 1105 New Brunswick Ave, Manasquan, NJ 08736

2. Gilbert Olsen
 106 Meadow Pt Rd Point Pleasant, NJ 08742

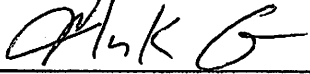
3. Mark Gilmettin
 1206 Bayberry Rd, Manasquan NJ 08736

Federal Tax Number: 204840623 NJ Tax Number: 204840623

2. Total Company employees at current: 86
3. Total number of employees to be utilized in connection with the within concession: 20
4. How long has the vendor been in business? 18 years
5. For additional information or questions, the City should contact:

Name: Gil Olsen, Mark Gilmartin, or Shawn McGrath
 Title: Owners
 Telephone (Day): 732-295-6692 / 732-245-7032 / 908-489-7817
 Email: info@summertimesurf.com

The vendor hereby certifies to the truth of all information contained in the within Proposal (as may be supplemented with attachments). The vendor is aware that the vendor is subject to disqualification for any misrepresentations made in this Proposal.



Signature of Vendor's authorized representative

Owner

Title

03/28/24

Date

FORM 2 CRITERIA II: EXPERIENCE

Summertime Surf has been New Jersey's Premier Surf Experience Provider since 2006.

SAFETY TRACK RECORD:

We have designed our own industry-leading training on risk mitigation and incident management systems.

The result has been thirteen years of safe operation across all our locations and programs.

- 18 Years of Safe Operation in BELMAR - (2006)
- 16 Years of Safe Operation Summertime S.U.P. operation (2008)
- 15 Years of Safe Operation in BRADLEY BEACH - (2009)
- **13 Years of Safe Operation in ASBURY PARK- (2011)**
- 11 Years of Safe Operation in Point Pleasant - (2013)
- 3 Years of Safe Operation in ORTLEY BEACH - (2010-2012- due to Sandy)
- 1 Year of Safe Operations in MATUNUCK, Rhode Island (2023 - New site)

OWNERSHIP TEAM EXPERIENCE

We stand apart from any other operation in our area in that all three of our owners have dedicated our professional lives to this organization and its mission. This is not a part time, seasonal or secondary pursuit for us. Our combined qualifications and experience are unmatched in our industry, especially in our area.

SHAUN MCGRATH, 41, FOUNDER

Shaun lifeguarded in Manasquan for years. He went to college on the Gold Coast of Australia amongst the world's best surfers, and founded SUMMERTIME Surf at age 22 with the vision of creating an effective program to pass on the sport of surfing to the next generation of kids in our area. His hard work and creativity got the organization up and running, and Summertime Surf is now considered a leader in our industry.

GIL OLSEN, 40, SAFETY AND PROGRAM SYSTEMS DEVELOPMENT

Gil has 25 Years of water safety and youth development programming expertise. He was a lifeguard on the Jersey Shore for 10 summers prior to managing the National High Adventure Sea Base in the Florida Keys with the Boy Scouts of America, and then was in charge of camp-wide safety for YMCA Camp Surf in San Diego where he hired, trained and supervised a staff of 15 lifeguards. Over 125,000 people have safely participated in programming he has operated. He is also a NJ certified teacher of Earth Science, with 3 years of experience teaching in Elizabeth, NJ.

Gil co-founded every location and program since Bradley Beach in 2009, and has developed and implemented our training system since then.

MARK GILMARTIN, 37, OPERATIONS DIRECTOR

Mark spent 6 seasons lifeguarding between Avon by the Sea and Ocean Grove. He was a standout in local surf contests in high school and went to college in Hawaii. Mark is one of the most respected people in the surfing community, both locally and places he has spent a significant amount of time. Mark coordinates all our logistics and oversees our staff and operation across all locations.

MANAGEMENT AND STAFF TEAM EXPERIENCE

We have a seasoned team of managers that have been working with us for years. Most of them are certified teachers and experienced coaches. All are CPR and AED certified.

Morgan Stierman, Asbury Park. Morgan has 12 years of experience, has a longstanding dedication to the Asbury Park Community, and has been an enthusiastic and instrumental supporter and program leader of the Asbury Park Surf Club, and Surfrider's Annual Asbury Park Day at the Beach. In addition, Morgan has traveled the world to surf, and is a university professor of English.

Abram Wilson, Asbury Park. Abram started as a scholarship student, he is now an emerging leader within our Asbury Park team. and we believe that he has the capability of managing and helping us steward this program and location in the coming years. We look forward to his continued leadership in his community.

JD LaCarrubba, who has managed this concession in Asbury, is an active teacher at Manasquan High School. He was the founding coach of the now 9 time NJ State Champions Manasquan High School Surf Team.

We have a team of 80+ employees who comprise many of the most experienced people in our field in our area.

Each site has a dedicated site manager, as well as assistant manager and a staff ratio of, at least 4:1. When conditions warrant, we staff additional employees and we also have the experience to modify our programming to suit the conditions as needed.

PRIOR EXPERIENCE, continued:**SUMMERTIME SURF'S HISTORY WITH ASBURY PARK**

Our investment in the community of Asbury Park pre-dates the existence of this concession.

We initially provided surf lessons for Lightly Salted Surf Shop beginning in 2011. We've also been providing instruction and water safety for Asbury Park Day at the beach since around that time as well.

In 2012, former Mayor Ed Johnson approached us on site at Lightly Salted and invited us to bring our full scope of programming to the city. He advised us through the process of establishing a concession, and we offered our experience and precedents in other towns in order to make the best fit for the city of Asbury Park. We feel a sense of responsibility and stewardship for this concession and the opportunity it provides to safely introduce the kids from the local community, as well as visitors from around the state and beyond to the surf and ocean lifestyle.

Throughout that initial year, we established relationships and partnerships with a host of local community organizations and businesses. Most notably, we formed an effective working relationship with Doug Eagles and the Boys and Girls Club. Through this partnership, we subsidized the cost of scholarships to local kids who would otherwise be unable to afford our programming, and solicited private and corporate sponsorship to fund this program over multiple year, benefiting dozens of Asbury Park kids.

ASBURY PARK SURF CLUB- for the last few years, we have staffed a minimum of 2 Summertime Surf representatives, as well as provide equipment to facilitate this grassroots effort through the entire season in direct coordination with Chris May of the Asbury Park Surf Club.

We have also been able to offer additional scholarships to the local youth. When we are presented with cases where local Asbury Kids would be a great fit for our program but do not have the financial means to attend, we accept them into our Kids Surf Camp at no cost whenever possible. Leesha Floyd has been one of the city's advocates for this arrangement, and we look forward to continuing this tradition.

FORM 2 CRITERIA III: SAFETY MEASURES

“Lifesaving Training and/Or Credentials of those providing lessons”

Throughout our 18 year history of operation, we have developed our own training systems that meet or in many cases EXCEED those of water safety professionals such as the American Red Cross (ARC) and the United States Lifesaving Association (USLA). The clearest example of this is our tryout:

Summertime Surf Instructor TRYOUT

The USLA tryout consists of a

- 500 meter swim (to be completed in less than 10 minutes)
- 1 mile run.

The SUMMERTIME SURF Tryout consists of (all to be completed in under an hour)

- 1.5 Mile Beach Run
- 1 Mile Ocean Paddle
- .5 Mile Ocean Swim.

SAFETY TRAINING

In addition, to our tryout we operate a week-long training program each year prior to the start of summer.

This training includes:

- American Red Cross CPR/AED recertification.
- SUMMERTIME Surf's Proactive Incident Prevention System
- Risk Mitigation
- Incident Management and Reporting
- Youth Protection Training (based on Praesidium standards)
- On-site Safety and Program Training

This system was designed by one of our owners, Gil Olsen. His experience is referenced in the section above, and his resume is attached for more details.

The SUMMERTIME System builds upon industry-leading best practices for a customized system specifically for our unique programs.

Our 18 year track record of safety for our thousands of participants is the best evidence that this system works.

Provision of Safety Equipment

We provide our own First Aid kit/Crash kits on each site for basic First Aid Treatment.

Our protocol is to coordinate with local lifeguards and EMT's if any more serious incidents occur such as suspected spinal or cardiac emergencies.

While it may not seem as obvious, the most pervasive and imminent threat to the well-being and safety of our participants and staff are dehydration and sun exposure. We stock sunscreen onsite as well as make sure that drinking water is available during program hours as well.

Proposed storage of all equipment

We have custom designed and built boxes/storage sheds that offer stable, robust and secure storage for our equipment on site. We have utilized this system in coordination with the Asbury Park lifeguards for the past 6 seasons under our previous leases.

With emergency transportation (hurricanes) in mind, we designed them with a panelized construction method, capable of rapid disassembly and transport. In addition, we have a company owned box truck for loading, transporting and storing equipment in emergencies. In addition, we have relationships with local leasing and construction companies in place for heavy equipment and labor as needed.

Hurricane Plan

- In the event of an imminent Hurricane Landfall, we are capable of fully evacuating the beach and City Property in short order.
- We contract with Sperry Tents, and their crew is capable of removing and storing our tent and related equipment in their secure warehouse inland in Neptune Township. (In the unlikely event that Sperry is unavailable, we have back up labor contacts in place, and in addition, our team has put up and taken down the tents in less than a few hours in years past.)
- Our boards, rack and equipment can all be removed by lite-duty pickup truck, or our company owned utility box truck in very short order.
- Our storage shed is capable of transport as well.
 - We have relationship with local builder and contractors with flat-bed trucks that we use to move our larger sheds.
 - If these trucks are not available on short notice during an emergency, We custom designed the lockers to be panelized, so they can be taken apart

and re-assembled in the event of a storm evacuation. We can accomplish this with our own team and company owned vehicles in very short order.

- In the off season, and in case of an emergency, we store our equipment at a variety of locations that we own, lease, or otherwise have permission to utilize for these purposes.
 - Tents
 - Contracted with Sperry Tents, Neptune Township, NJ
 - They erect, dismantle, and store all of our tents and related equipment.
 - Equipment, Boards
 - Administrative office:
 - 404 Ocean Ave, Belmar NJ 07719
 - Belmar Public Storage
 - Belmar Lifeguard Storage garage, 3rd Ave, Belmar, NJ
 - Bradley Beach Public Works Yard, Main St. Bradley Beach
 - Our Utility Box Truck
 - Private residential storage- Belmar (owner's property)
 - Private residential storage- Point Pleasant (owner's property)

Thunderstorm + Inclement weather Plans and procedures

We cancel programming and evacuate the beach during any type of inclement weather in cooperation with the lifeguards of each municipality we operate in.

Participants can reschedule free of charge if the weather forces us to cancel their program in full.

- We monitor weather in real time from our administrative office using NWS data, NOAA radar data. (Gil studied meteorology, hurricanes, and climatology under NJ State Climatologist Dr. Dave Robinson at Rutgers)
- We make decisions on a case-by-case, location-by-location basis. There are times when we are clear to operate programs in Point Pleasant, but we cancel in Asbury Park, etc.
- Our custom built online registration and administrative system is capable of notifying specific groups of participants via email and SMS alerts, and our administrative team in our central office handles these communications in real time.

- We also put weather alerts on the homepage of our website, where participants and public are directed via all pre-registration materials.
- We staff an administrator on EACH site, equipped with a mobile phone as well as a data-enabled tablet with access to weather data and messaging systems.
- Parents/Guardians are instructed to keep an emergency cell phone on and charged during the duration of programming, and the day's weather forecast is relayed at the time of sign in for lessons.
- In the event that a guardian is unable to pick up a participant due to an emergency situation, our staff will supervise them to a sheltered location down the boardwalk in a public structure such as convention hall, and communicate with our administrative office until the participant is able to be picked up by a guardian.
- WE COORDINATE WITH LIFEGUARDS AND PUBLIC SAFETY OFFICIALS IN ANY SERIOUS WEATHER EVENT.

City of Asbury Park

SEASONAL CONCESSION TO PROVIDE SURF LESSONS TO THE PUBLIC IN A
DESIGNATED AREA OF THE ASBURY PARK BEACHFRONT.

REFERENCE FORM (FORM 3)

Contractor Name: (Please Print):

Summertime Surf LLC

The vendor shall list references with needs similar to the City of Asbury Park for whom the vendor has provided comparable services. Please include name, address, telephone number, and year(s) of service(s) provided, contact person, and type of work your performed for that entity.

1. Company Name/Municipality: Head Asbury Park Lifeguard
 Address: One Municipal Plaza, Asbury Park, NJ
 Contact Person: Joe Bongiovanni
 Phone: 732-280-1766
 Type of Work: Head Lifeguard in Asbury Park
 Date(s) of Service: Our relationship with Joe has been in existence since 2013
2. Company Name/Municipality: Bradley Beach
 Address: 719 Main St, Bradley Beach, NJ 07720
 Contact Person: John Weber
 Phone: 732-567-1787
 Type of Work: Council Member
 Date(s) of Service: Provided Surf Lesson Concession in BB since 2009
3. Company Name/Municipality: Aquaserve / Borough of Point Pleasant Beach
 Address: PO Box 1074 Point Pleasant Beach, NJ 08742
 Contact Person: Jay Vitale : Director of Beach Operations
 Phone: 732-575-3435
 Type of Work: Provided Surf Lesson concessions since 2013 in PPB
 Date(s) of Service: 2013 - Present

NON-COLLUSION AFFIDAVIT (FORM 4)

STATE OF NEW JERSEY)

COUNTY OF Monmouth)

SS:

I, Gilbert Olsen, of the City of Point Pleasant, in the State of New Jersey, being of full age and duly sworn according to law, on my oath state as follows:

I am a principal of the firm of Summertime Surf LLC, the vendor submitting the Proposal for the operation of a seasonal concession to provide private surf lessons to the public in a designated area of the Asbury Park beachfront, and I have executed the Proposal with full authority to do so. Further, the vendor has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action(s) in restraint of free, competitive bidding in connection with the above-named project. All statements contained in the Proposal and in this affidavit are true and correct and made with full knowledge that the State of New Jersey and the City of Asbury Park rely upon the truth of the statements contained in the affidavit and in said Proposal in awarding the contract for said project.

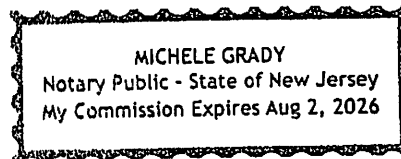
Summertime Surf LLC
Name of Firm or Individual
(Print Name)

Owner
Title

[Signature]
Signature

03/28/24
Date

Subscribed and sworn before me on this
28th day of March, 2024.



[Signature]
Notary Public of New Jersey

My commission expires 8/2/2026, 2024.

Attachment: PROPOSAL FOR SURF LESSONS CONCESSION (2024-237 : Awarding a contract for the Surf Lessons Concession)

STOCKHOLDER DISCLOSURE CERTIFICATION (FORM 5)

This Statement Shall Be Included with Bid Submission

Name of Business: Summertime Surf LLC

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- | | | |
|---|---|--|
| ☐ Partnership | ☐ Corporation | ☐ Sole Proprietorship |
| ☐ Limited Partnership | ☒ Limited Liability Corporation | ☐ Limited Liability Partnership |
| ☐ Subchapter S Corporation | ☐ Non-Profit | |

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:Name: Shawn McGrathHome Address: 1105 New Brunswick Ave
Manasquan, NJ 08736Name: Gilbert OlsenHome Address: 126 Meadow Point Rd
Point Pleasant, NJ 08742Name: Mark GilmartinHome Address: 1206 Bayberry Rd
Manasquan, NJ 08736

Name: _____

Home Address: _____

Name: _____

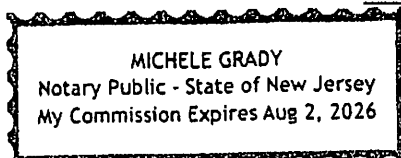
Home Address: _____

Name: _____

Home Address: _____

Subscribed and sworn before me this 2nd day of
March, 20 24

(Notary Public)

My Commission expires: 8/2/26

[Signature]
(Affiant)

Gilbert Olsen, owner
(Print name & title of affiant)

(Corporate Seal)

STATE OF NEW JERSEY DEBARRED LIST AFFIDAVIT (FORM 6)

STATE OF NEW JERSEY)

COUNTY OF Monmouth) SS:

I, Gilbert Olsen, of the business of Summertime Surf LLC
 in the County of Monmouth and the State of New Jersey, of full age, being duly
 sworn according to law on my oath depose and say that:

I am Gilbert Olsen, an officer of the firm of Summertime Surf LLC, vendor
 making the Proposal for the above-named Project, and I hereby certify that I have executed the said
 Proposal with full authority to do so; that said vendor at the time of making this Proposal is not included
 on the State of New Jersey, State Treasurer's List of Debarred, Suspended or Disqualified Bidders; and that
 all statements contained in said Proposal and in this Affidavit are true and correct, and made with the full
 knowledge that the City of Asbury Park relies upon the truth of the statements contained in said Proposal
 and in the statements contained in this Affidavit in awarding the contract for said Project.

The undersigned further warrants that should the name of the firm making this Proposal appear on
 the State Treasurer's List of Debarred, Suspended or Disqualified Bidders at any time prior to, and/or during
 the life of the contract, including the Guarantee period, the City of Asbury Park shall be immediately
 notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the bid as vendor is subject to disbarment,
 suspensions and/or disqualification in contracting with the State of New Jersey, if the consultant, pursuant
 to N.J.A.C. 7:1-5.2, commits any of the acts listed herein, and as determined according to applicable laws
 and regulations.

Summertime Surf LLC 404 Ocean Ave Unit 4, Belmar, NJ 07719

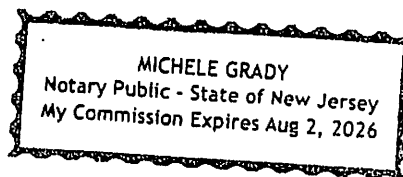
Name and Address of Vendor

Gilbert Olsen, Owner

Name and Title of Affiant

Subscribed and sworn before me on
 this 28th day of March 24.

[Signature]
 Notary Public of New Jersey



My commission expires 8/2/2026, 2024

Attachment: PROPOSAL FOR SURF LESSONS CONCESSION (2024-237 : Awarding a contract for the Surf Lessons Concession)

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA (FORM 7)
SEASONAL CONCESSION TO PROVIDE SURF LESSONS TO THE PUBLIC IN A
DESIGNATED AREA OF THE ASBURY PARK BEACHFRONT.**

The undersigned vendor hereby acknowledges receipt of the following Addenda:

Addendum Number

Dated

Acknowledge Receipt
(initial)

If no addenda were received, initial here: _____

Acknowledged for: _____

(Name of Vendor)

By: _____

(Signature of Authorized Representative)

Name: _____

(Print or Type)

Title: _____

Date: _____

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN (FORM 8)

Bidder Name: Summertime Surf LLC

Part 1: Certification

BIDDERS ARE TO COMPLETE PART 1 BY CHECKING EITHER BOX.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders must review this list prior to completing the below certification. Failure to complete the certification may render a bidder's proposal nonresponsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX:

☒ I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

☐ I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below, sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2 – Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN. You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran on additional sheets provided by you.

Part 3: Certification

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the City of Asbury Park is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the City of Asbury Park to notify the City of Asbury Park in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the City of Asbury Park that the City of Asbury Park at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Gilbert OlsenTitle: OwnerSignature: [Signature]Date: 03/28/24

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS (FORM 9)

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

(Check the Appropriate Box)

☒ A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

☐ B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

☐ C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary)

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

Gilbert Olsen
Signature of Vendor's Authorized Representative
Gilbert Olsen : Owner
Print Name and Title of Vendor's Authorized Representative
Summertime Surf LLC
Vendor's Name
404 Ocean Ave Unit 4, Belmar NJ 07719
Vendor's Address (Street Address)
↑ ↑
Vendor's Address (City/State/Zip Code)

03/28/24
Date
204840623
Vendor's FEIN
732-599-2700
Vendor's Phone Number
info@summertimesurf.com
Vendor's Fax Number
info@summertimesurf.com
Vendor's Email Address

Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 701(c) of the International Financial Institutions Act 22 U.S.C. 262(c)(3); or (3) Any parent, successor, subunit, direct or indirect ownership or control with, any entity described in paragraph (1) or (2).

Attachment: PROPOSAL FOR SURF LESSONS CONCESSION (2024-237 : Awarding a contract for the Surf Lessons Concession)

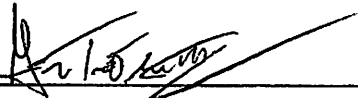
CERTIFICATION OF ETHICS COMPLAINT DISCLOSURE FORM (FORM 10)

I hereby certify that there have been no prior or pending ethics complaints against myself and/or any member of Summertime Surf LLC (name of firm/company).

If any prior or pending ethics complaints exist, please cite below:

1. N/A
2. N/A
3. N/A

I hereby certify that the foregoing statements made by me are true.

Signature: 

Date: 03/28/24

Name: Gilbert Olsen

Title: Owner

Name of Firm: Summertime Surf LLC

Address: 404 Ocean Ave Unit 4

Address: Belmar, NJ 07719

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE (FORM 11)

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the Contractor agrees as follows:

The Contractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The Contractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the consultant, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The Contractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the Contractor or contracting officer, advising the labor union of the consultant's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The consultant, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The Contractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The Contractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment Contractor which engages in direct or indirect discriminatory practices.

The Contractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and

applicable Federal court decisions.

In conforming with the targeted employment goals, the Contractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

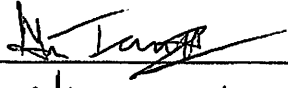
The Contractor shall submit to the public consultant, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public Contractor through the Division's website at www.state.nj.us/treasury/contract_compliance)

The Contractor shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Signed: 

Print Name: Gilbert Olsen

Name & Address of Company:

Summertime Surf LLC
404 Ocean Ave Unit 4
Belmar NJ 07719

Dated: 07/28/24

REQUIRED EVIDENCE AFFIRMATIVE ACTION REGULATIONS (FORM 12)
PUBLIC LAW 1975, c. 127 (N.J.A.C. 17:27)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; *Awaiting duplicate copy, we do currently have an active certificate (cert # 54265 valid 1/15/19 - 1/15/21)*

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the Vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: Summertime Surf LLC SIGNATURE: *[Signature]*
 PRINT NAME: Gilbert Olsen TITLE: OWNER
 DATE: 03/28/24

Attachment: PROPOSAL FOR SURF LESSONS CONCESSION (2024-237 : Awarding a contract for the Surf Lessons Concession)

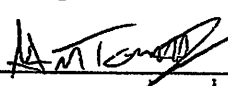
AMERICANS WITH DISABILITIES ACT OF 1990 (FORM 13)
Equal Opportunity for Individuals with Disability

The Contractor and the City of Asbury Park (hereinafter the "City") do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101, et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit or service on behalf of the City pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the consultant, its agents, servants, employees or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the City in any action or administrative proceeding commenced pursuant to the Act. The Contractor shall indemnify, protect and save harmless the City, its agents, servants and employees from and against any and all suits, claims, losses, demands or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the City's grievance procedure, the Contractor agrees to abide by any decision of the City which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the City, or if the City incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The City shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the City or any of its agents, servants and employees, the City shall expeditiously forward or have forwarded to the City every demand, complaint, notice, summons, pleading or other process received by the City or its representatives.

It is expressly agreed and understood that any approval by the City of the services provided by the Contractor pursuant to this contract will not relieve the Contractor of the obligation to comply with the Act and to defend, indemnify, protect and save harmless the City pursuant to this paragraph.

It is further agreed and understood that the Contractor assumes no obligation to indemnify or save harmless the consultant, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the consultant's obligations assumed in this Agreement, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Contractor from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

WITNESS: 

VENDOR: Summertime Surf LLC

DATED: 03/28/24

Attachment: PROPOSAL FOR SURF LESSONS CONCESSION (2024-237 : Awarding a contract for the Surf Lessons Concession)

NEW JERSEY ANTI-DISCRIMINATION PROVISIONS (FORM 14)
N.J.S.A. 10:2-1 ET SEQ.

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

Signature

Date

Attachment: PROPOSAL FOR SURF LESSONS CONCESSION (2024-237 : Awarding a contract for the Surf Lessons Concession)

W-9 FORM (FORM 15)

Form W-9 (Rev. October 2015) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.																																																		
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.																																																				
2 Business name/disregarded entity name, if different from above <u>Summerline Surf LLC</u>																																																				
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.																																																				
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☒ Limited liability company. Enter the tax classification (C=S Corporation, S=S Corporation, P=Partnership) <u>P</u> Notes: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLO that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLO that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ▶																																																				
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)																																																				
5 Address (number, street, and apt. or suite no.) See instructions. <u>404 Ocean Ave</u>		Requester's name and address (optional)																																																		
6 City, state, and ZIP code <u>Belmar NJ 07719</u>																																																				
7 List account number(s) here (optional)																																																				
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Notes: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																																																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10">Social security number</td> </tr> <tr> <td style="width: 25%;">[]</td> <td style="width: 25%;">[]</td> <td style="width: 25%;">[]</td> <td style="width: 25%;">[]</td> <td style="width: 25%;">[]</td> <td style="width: 25%;">[]</td> <td style="width: 25%;">[]</td> <td style="width: 25%;">[]</td> <td style="width: 25%;">[]</td> <td style="width: 25%;">[]</td> </tr> <tr> <td colspan="10" style="text-align: center;">OR</td> </tr> <tr> <td colspan="10">Employer identification number</td> </tr> <tr> <td>[]</td><td>[]</td><td>[]</td><td>[]</td><td>[]</td><td>[]</td><td>[]</td><td>[]</td><td>[]</td><td>[]</td> </tr> </table>			Social security number										[]	[]	[]	[]	[]	[]	[]	[]	[]	[]	OR										Employer identification number										[]	[]	[]	[]	[]	[]	[]	[]	[]	[]
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Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.																																																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Sign Here</td> <td style="width: 45%;">Signature of U.S. person ▶ <u>[Signature]</u></td> <td style="width: 40%;">Date ▶ <u>3/28/24</u></td> </tr> </table>			Sign Here	Signature of U.S. person ▶ <u>[Signature]</u>	Date ▶ <u>3/28/24</u>																																															
Sign Here	Signature of U.S. person ▶ <u>[Signature]</u>	Date ▶ <u>3/28/24</u>																																																		
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following: • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See <i>What is backup withholding</i> , later.																																																				

Cat. No. 10231X

Form W-9 (Rev. 10-2015)



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
03/01/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Beatty & Associates LLC 456 Route 22 West, Unit A, Whitehouse Station, NJ, 08889		CONTACT NAME: PHONE (A/C No. Ext): 908-923-4291 FAX (A/C No.): 908-923-4292 E-MAIL ADDRESS: cbeatty265@msn.com PRODUCER CUSTOMER ID :															
INSURED Sports Marketing Program Management Inc. Summertime Surf 902 Main Street Belmar, NJ, 07719		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Accelerant Specialty Insurance Company</td> <td>16890</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Accelerant Specialty Insurance Company	16890	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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COVERAGES **CERTIFICATE NUMBER:** A-SP-SU-24-01-02-293782 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSE	SUBR WMD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ INCLUDES ATHLETIC PARTICIPANTS GENERAL AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC	Y	N	S0019GL000001-03	03/01/2024	03/01/2025	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO PREMISES RENTED (Any one premises) \$ 300,000.00 MED EXP (any one person) \$ 5,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 3,000,000.00 PRODUCTS - COMP/OP AGG \$ 2,000,000.00 \$								
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ HIRED AUTOS ☐ ALL OWNED AUTOS ☐ NON-OWNED AUTO ☐ SCHEDULED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
A	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☒ CLAIMS-MADE DEDUCTIBLE RETENTION \$	Y	N	S0019XS000001-03	03/01/2024	03/01/2025	EACH OCCURRENCE \$ 1,000,000.00 AGGREGATE \$ 1,000,000.00 \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? ☐ Y/N (Mandatory in NJ) If yes, describe under SPECIAL PROVISIONS below	N/A					<table border="1"> <thead> <tr> <th>WC STATUTORY LIMITS</th> <th>OTHER</th> </tr> </thead> <tbody> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </tbody> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATUTORY LIMITS	OTHER														
E.L. EACH ACCIDENT	\$														
E.L. DISEASE - EA EMPLOYEE	\$														
E.L. DISEASE - POLICY LIMIT	\$														
A	OTHER Abuse/Molestation	Y	N	S0019GL000001-03	03/01/2024	03/01/2025	Each Occurrence: \$ 25,000.00 Aggregate: \$ 50,000.00								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Liability Policy Deductible: \$ 0.00 per each bodily injury or property damage claim, ISO Occurrence form CG 00 01 04 13 and company's specific forms. Coverage for Participant Legal Liability requires that every participant signs a waiver/release. The certificate holder is named as Additional Insured with respect to negligent acts or omissions of the Named Insured and only with respect to the Operations of the Insured during the coverage period. RE: Registered Surfing participants: 03/01/2024 - 03/01/2025 (continued on next page)

CERTIFICATE HOLDER **CANCELLATION**

City of Asbury Park 1 Municipal Plaza Asbury Park, NJ, 07712	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Mark Di Piero
--	--

CERT-1

06/07/06

Taxpayer Identification# 204-840-623/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-1730.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Acting Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:
SUMMERTIMESURF LLC

ADDRESS:
1203 LAUREL AVENUE
SEA GIRT NJ 08750
EFFECTIVE DATE:

05/09/06

TRADE NAME:

SEQUENCE NUMBER:
1235377

ISSUANCE DATE:
06/07/06


Acting Director
New Jersey Division of Revenue

FORM BRG(00-01)

Attachment: PROPOSAL FOR SURF LESSONS CONCESSION (2024-237 : Awarding a contract for the Surf Lessons Concession)

Employee Information Report

*Summertime Surf has an active and valid certificate with the State of New Jersey. We have applied for a copy of the certificate with the payment of a \$75 check and should receive the copy within 10 business days.

While we await a copy we were provided our certificate number.

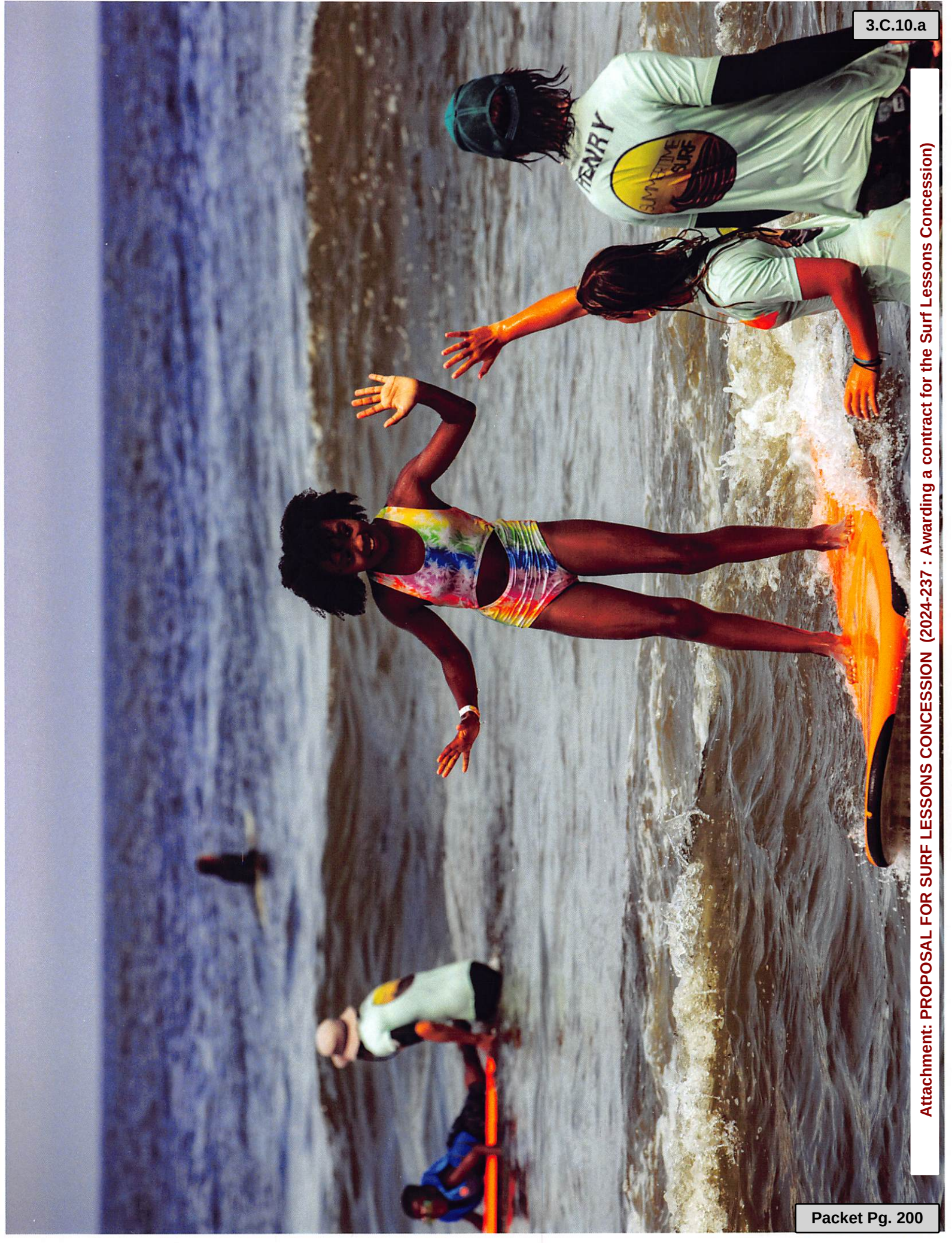
Employee Information Report Certificate #54265

Valid Through: 1/15/19 - 1/15/26

Please enjoy a few photos that showcase our community involvement in the following programs through Asbury Park

-  Asbury Park Day at the Beach
-  Asbury Park Surf Club
-  Asbury Park Surf Camp Scholarship Recipients









ADMINISTRATIVE INFORMATION REQUIREMENTS		SUBMISSION #1
NAME OF FIRM		Summertime Surf LLC
ADDRESS		404 Ocean Avenue Unit 4
CITY, STATE , ZIP		Belmar, NJ 07719
TELEPHONE NUMBER		(732) 599 -2700
EMAIL ADDRESS		info @summertimesurf.com
CONTACT PERSON		Shaun McGrath, Gil Olsen or Mark Gilmartin
2024 PAYMENT PROPOSED (Minimum Fee \$5,800)		\$6,850.00
2025 PAYMENT PROPOSED (Minimum Fee \$6,050)		\$7,050.00
2026 PAYMENT PROPOSED (Minimum Fee \$6,300)		\$7,350.00
ADMISSION/PARTICIPATION PRICES		Group Lessons - \$75 pp
		Private Lessons - \$125 - \$175 per lesson
		Week long kids camp - \$395 - \$495
		Friends & family discount when signing up multiple participants
PRIOR EXPERIENCE & QUALIFICATIONS IN PROVIDING SAME/SIMILAR SERVICES		18 years of safe programming across 7 different locations
DESCRIPTION OF SAFETY MEASURES INCLUDING STORAGE OF EQUIPMENT & HURRICANE PLAN		See pages 10-23
ADDITIONAL INFORMATION		
DOCUMENTS 1 - 13 INCLUDED WITH PROPSAL		YES
		Applied for a copy of their Certificate Employee Information Report and will submit within 10 business days
EVALUATION AND RANKING		
PRICING		
A. PAYMENT PROPOSED EACH YEAR	(40%)	40%
B. PRICES TO BE CHARGED TO THE PUBLIC	(10%)	10%
PRIOR EXPERIENCE & QUALIFICATIONS IN PROVIDING SAME/SIMILAR SERVICES	(25%)	25%
DESCRIPTION OF SAFETY MEASURES INCLUDING STORAGE OF EQUIPMENT & HURRICANE PLAN	(25%)	25%
TOTAL SCORE		100%
2019 PAYMENT PROPOSED (Minimum Fee \$4,000)		\$4,550.00
2020 PAYMENT PROPOSED (Minimum Fee \$4,250)		\$4,800.00
2021 PAYMENT PROPOSED (Minimum Fee \$4,500)		\$5,050.00
2022 PAYMENT INCREASE \$250 PER EXTENDED YEAR		\$5,300.00
2023 PAYMENT INCREASE \$250 PER EXTENDED YEAR		\$5,550.00

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

PHONE: (732) 775-2100
WWW.CITYOFASBURY PARK.COM



JOHN MOOR, MAYOR
AMY QUINN, DEPUTY MAYOR
ANGELA AHBEZ-ANDERSON, COUNCILMEMBER
EILEEN CHAPMAN, COUNCILMEMBER
YVONNE CLAYTON, COUNCILMEMBER
LILLIAN L. NAZZARO, ESQ., CITY MANAGER
LISA ESPOSITO, RMC, CITY CLERK

To: Mayor & Council
From: Tracy Lizardi, Director of Purchasing
Date: April 16, 2024
RE: Private Surf Lesson Concession

In accordance with the Local Public Contract Law found at N.J.S.A. 40A:11-1 et. seq., the following is the review of the above referenced concession proposal.

- On April 3, 2024 the City open proposals for the Operation of a Seasonal Concession to Provide Private Surf Lessons to the Public in a Designated Are of the Asbury Park Beachfront in which only one bid was received:
Summertime Surf, LLC
404 Ocean Avenue Unit 4
Belmar, NJ 07719
- This proposal has been deemed complete upon the review of the Certificate of Insurances requested within the RFP and the Required Evidence of Affirmative Action Regulations as noted on Form 12, after notification of award but prior to the execution of contract.
- Summertime Surf, LLC is recommended for the award:
2024 Payment proposed (minimum fee \$5,800) - \$6,850
2025 Payment proposed (minimum fee \$6,050) - \$7,050
2026 Payment proposed (minimum fee \$6,300) - \$7,350

As per the Local Public Contracts Law, the City Clerk is hereby requested to immediately post on the City's website to comply with N.J.S.A. 40A:11-4.5(d) that requires this review to be provided to the Governing Body and posted on the municipal website at least 48 hours prior to the possible awarding of a contract. This contract, if the Governing Body elects, is made via Resolution. A draft Resolution will be provided for at the April 24, 2024 Council Meeting for consideration.

**AGREEMENT AUTHORIZING THE OPERATION OF A SEASONAL CONCESSION
TO PROVIDE PRIVATE SURF LESSONS TO THE PUBLIC IN A DESIGNATED
AREA OF THE ASBURY PARK BEACHFRONT (EIGHTH AVE. BEACH)
IN THE CITY OF ASBURY PARK, NEW JERSEY.**

THIS AGREEMENT is entered into this ____ day of _____, 2024,

BY AND BETWEEN

THE CITY OF ASBURY PARK, a Municipal Corporation of the State of New Jersey, with its principal office located at One Municipal Plaza, Asbury Park, New Jersey 07712 (hereinafter the “City”);

- and -

SUMMERTIME SURF, LLC, a corporation of the State of New Jersey, with its principal office located at 404 Ocean Avenue, Unit 4 Belmar, New Jersey 07719 (hereinafter the “Contractor”).

WITNESSETH:

WHEREAS, in accordance with the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.*, and in particular, the provisions relating to the competitive contracting process (N.J.S.A. 40A:11-4.1, *et seq.*), and N.J.A.C. 5:34-9.4, the City has advertised a formal Request for Proposals (the “RFP”) for the submission of proposals from interested vendors to operate a seasonal concession service to provide private surf lessons to the public in a designated area of the City’s beachfront (Eighth Ave. Beach), during the summer seasons of 2024, 2025 and 2026 (the “concession”); and

WHEREAS, in response to said advertisement, the City received one (1) proposal, on or prior to the advertised due date; and

WHEREAS, the Contractor has submitted the most favorable proposal, according to the criteria set forth by the City in the RFP and the ranking/scoring undertaken by the review committee following submission, to provide this service to the public; and

WHEREAS, the City has confirmed that the Contractor's proposal complies in all respects with the requirements set forth in the RFP; and

WHEREAS, pursuant to Resolution No. _____, adopted on _____, 2024, the Governing Body of the City has awarded a contract to the Contractor to provide the aforementioned service, in accordance with the terms and conditions set forth herein; and

WHEREAS, the purpose of this undertaking is to memorialize the terms and conditions agreed to by the City and the Contractor relating to the operation of the aforesaid concession.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. The Contractor is hereby authorized to operate a concession service to operate a seasonal concession service involving the provision of private surf lessons to the public (the "concession" or the "services"), in a designated area of the City's beachfront (Eighth Ave. Beach), during the summer seasons of 2024, 2025 and 2026, in accordance with the terms and conditions set forth herein.
2. During the term of the concession, the Contractor shall provide/supply all of the necessary equipment in order to operate this concession at its own cost and expense.
3. The term of this contract is for a period of three (3) successive summer seasons of 2024, 2025 and 2026. The term "summer seasons" is defined in Paragraph 4 below.
4. The term "summer seasons" shall be defined for the purposes of this Agreement as the period commencing on or about the second weekend in May of each of the three years covered by this Agreement (2024, 2025 and 2026) (i.e., starting on Friday, May 10, 2024 for the first

summer season), and extending through the conclusion of the second weekend in September of each of those years (i.e., concluding on Sunday, September 15, 2024 for the first summer season).

5. Notwithstanding the above, the parties shall have the option to enter into up to two (2) 1-year extensions, if the extension is mutually agreed to by the City and the Contractor. Any party wishing to exercise its right to extend the agreement for an additional year must notify the other party of its intention no later than thirty (30) days prior to the termination date of the initial agreement or any subsequent extension entered into between the parties. The total potential maximum term of the proposed concession shall not exceed beyond the summer seasons of five (5) consecutive years, and shall expire no later than the conclusion of the second weekend in September, 2028 (i.e., September 10, 2028).

6. Pursuant to the RFP, this Agreement shall permit the Contractor to operate the within concession at the Eighth Ave. beachfront only, subject to the provisions of Paragraph 10 below. The Contractor shall not be permitted to operate the said concession elsewhere, without prior authorization of the City's Beach Manager.

7. The use of the designated area of the City's beachfront (Eighth Ave. Beach) by the Contractor for the purposes set forth herein shall be on a non-exclusive basis, and the within Agreement shall not be construed as a lease agreement conveying any exclusive rights to the Contract for any portion of the City's beachfront. However, the parties agree that, during the term of this Agreement, the City shall not enter into any other contracts with any other vendors to provide the same services at the City's beachfront as those referenced in the within Agreement, without the prior consent of the Contractor.

8. Any equipment to be utilized by the Contractor in connection with the within concession shall be furnished and transported by the Contractor at the Contractor's sole cost and

expense, and shall be subject to the prior approval of the City. The Contractor hereby assumes any and all liability regarding its equipment.

9. The storage of all equipment associated with this contract on any City owned property shall be subject to the prior review and approval of the City. This shall include the storage area(s) involved, the type(s) of facility(ies) to be constructed (including storage sheds, etc.), and any other associated issues. All improvements to be constructed by the Contractor on City property in connection with the operation of the concession shall be reviewed and approved by the City prior to construction, erection, placement, or installation. The Contractor shall be responsible for any damage(s) sustained to City property as a result of its operation of the within concession. The Contractor hereby assumes any and all liability regarding the equipment referenced herein.

10. The exact location of the area to be used by the Contractor for purposes of the within concession shall be subject to the prior review and approval of the City. The City shall have the right to relocate the area of the concession to another area of the City's beachfront, at the City's sole discretion, depending upon the needs/best interests of the City, and/or to protect the health, safety and welfare of the public.

11. The City's beach staff, lifeguards, police and fire personnel, and/or other ocean rescue personnel shall at all times have the sole and absolute discretion to require the Contractor to relocate and/or remove any and all of its equipment that might directly or indirectly impede the performance of ocean rescue activities.

12. In the case of inclement weather (or predicated inclement weather), high tides, rough surf and/or hurricane conditions, the Contractor agrees that all of its storage facilities, equipment and any and all other items used in the concession operations will be removed from the

beachfront immediately within twelve (12) hours of notification by the appropriate City personnel, or as otherwise directed, and stored at an approved off-site location.

13. The Contractor shall provide an experienced manager who shall be present at the beachfront at all times while the concession is in operation. The manager shall oversee the daily operation and have the authority to take corrective action required to ensure complete and continuous compliance with the requirements and specifications set forth herein.

14. The Contractor shall be required to perform the following activities during each year that the within concession is operative:

- The Contractor shall provide free surfing lessons for at least twenty (20) Asbury Park youths, between the ages of 7 and 14, with scheduling and other details to be coordinated with the City's Recreation Director.
- All surf classes conducted by the Contractor shall require: a 4-to-1 ratio of pupils to instructors for all group sessions involving youths between the ages of 7 and 14; and a 3-to-1 ratio of pupils to instructors for all group sessions involving youths between the ages of 4 and 6.
- The Contractor shall be required to undertake community outreach efforts for a minimum of six (6) months per year, during which time the Contractor shall actively promote surf lessons in all of the Asbury Park schools, as well as at the Boys and Girls Club in Asbury Park and/or other locations as determined by the City. Said outreach activities shall be coordinated through and overseen by the City's Recreation Director.
- The Contractor shall also be required to collaborate with the non-profit surf club known as "AP Surf" which is located in the City and which provides free surf lessons. Such collaboration shall also be coordinated through and overseen by the City's Recreation Director.

15. Pursuant to the proposal submitted by the Contractor, the Contractor agrees to make the following payments to the City for the right to operate the concession:

- | | | |
|----|----------------------------|------------------------|
| 1. | 2024 summer season: | \$6,850.00; |
| 2. | 2025 summer season: | \$7,050.00; and |
| 3. | 2026 summer season: | \$7,350.00. |

16. Should the parties mutually exercise the option to enter into a renewal of the within Agreement, pursuant to the terms of paragraph 5 above, the Contractor agrees to make the following payments to the City for the right to continue to operate the concession for the following potential additional term(s):

1. **2027 spring/summer/fall season: \$7,600.00; and**
2. **2028 spring/summer/fall season: \$7,850.00.**

17. The fee for the 2024 summer season shall be paid at the time of contract execution, either in cash or by certified or bank check, payable to the “City of Asbury Park.” The fee for the subsequent years (2025 and 2026) shall be due and payable on or before March 1st of each year.

18. The Contractor shall post an additional sum equivalent to the final year’s concession fee (i.e., the 2026 fee), representing seven thousand three hundred fifty dollars and zero cents (\$7,350.00), in escrow with the City, which the City shall be entitled to hold in an interest bearing account as a “security deposit” in order to ensure the timely and full payment of all required sums under the Agreement, and/or to reimburse the City for any damage(s) caused by the Contractor to City property. Said sum shall be paid at the time of the contract execution, in cash or by certified or bank check, payable to the “City of Asbury Park.” Any sums utilized by the City for damages incurred to City property shall be replenished within ten (10) days of notification by the City to the Contractor.

19. The Contractor shall also be required to pay for any and all fees incurred by the City’s professionals (legal or otherwise) associated with the concession. In this regard, the Contractor shall be required to post the sum of Five Hundred Dollars (\$500.00) in escrow with the City, which funds shall be utilized solely to pay for any such professional fees. Such fees may include, but shall not necessarily be limited to, fees associated with the drafting and finalization of

the Agreement associated with the concession, and/or for other necessary services. Such services shall be billed at the regular hourly rates of the City's professionals. Any escrow sums remaining after all necessary professional services have been rendered shall be returned to the Contractor. If, on the other hand, additional escrow fees are required to cover the City's professional fees, then the Contractor shall be required to deposit same with the City immediately upon direction from the City. The initial escrow fee of \$500.00 shall be deposited with the City at the time of contract execution.

20. The Contractor shall provide comprehensive general liability insurance coverage in an amount not less than two million dollars (\$2,000,000.00) per claim, with aggregate excess (umbrella) coverage in an amount not less than five million dollars (\$5,000,000.00). The Contractor shall also provide insurance coverage for property damage in an amount not less than one hundred thousand (\$100,000.00) dollars, and insurance coverage for abuse/molestation (which covers third parties) in an amount not less than one million dollars (\$1,000,000.00). The above amounts may not be modified without approval of the City's insurance carrier.

21. The Contractor shall also provide comprehensive automobile liability insurance covering the use of all owned, non-owned, hired or leased automobiles for bodily injury and property damage. Coverage shall include uninsured and underinsured motorist at limits no less than one million dollars (\$1,000,000.00) per claim.

22. The Contractor shall also provide workers' compensation coverage to comply with New Jersey Statutes, along with USLHW Act and Jones Act, if applicable. The Certificate of Insurance shall state, if applicable, when members of the LLC have elected to be deemed employees of the business and therefore covered under the policy. Minimum policy limits shall be as follows:

Worker Compensation -	Statutory
Employers Liability -	One million dollars (\$1,000,000.00) per accident; One million dollars (\$1,000,000.00) per employee; and One million dollars (\$1,000,000.00) policy limit.

23. The Contractor shall name the City of Asbury Park as an additional insured on its policy(ies), with a waiver of subrogation against the City. Said policy(ies) shall provide for at least thirty (30) days advance written notice to the City (directed to the attention of the Asbury Park City Manager and City Clerk) before cancellation or non-renewal. The City shall be permitted to terminate the contract in any instance where the Contractor has failed to provide satisfactory replacement coverage during said thirty (30) day period. The Contractor shall provide a copy of its insurance policy(ies) to the City on or before March 1st of each year of the concession.

24. The Contractor agrees to indemnify and hold the City, its officials, employees, professionals and agents, and the City's insurance carrier(s) and broker(s), harmless from and against any and all claims, litigation, damages, etc., including reasonable attorney's fees, relating to injuries (including death) sustained by any members of the public, and/or for damage(s) sustained to property, relating in any way to the operation of this concession.

25. The Contractor agrees to abide by all of the proposals and representations made within its proposal to the City, especially as relates to the safety precautions to be undertaken in connection with the within concession, and the Contractor's response to the RFP is hereby incorporated herein by reference. The Contractor agrees to be bound by all of the representations made within its proposal.

26. The Contractor hereby agrees to indemnify, defend and hold harmless (hereinafter referred to as the "Indemnity Obligations") the City of Asbury Park, its Directors, Employees,

Appointed or Elected Officials, departments, volunteers, insurers, brokers and professionals including but not limited to the New Jersey Intergovernmental Insurance Fund (collectively referred to herein as the “Indemnities”), from and against any and all claims, demands, Losses or liabilities including attorney fees and defense costs (collectively referred to as a “Loss), arising out of the acts and omissions of the Contractor, its subcontractors, employees and agents in connection with all activities, services and products undertaken and provided by the Contractor, pursuant to this Agreement. Further, Contractor covenants and agrees that it will be responsible for legal fees and costs incurred by indemnitees for any Loss notwithstanding any disputed fact as to the person(s) responsible for the Loss. Finally, Contractor covenants and agrees that its Indemnity Obligations shall survive expiration or termination of this Agreement and are independent of any polity of insurance that may be available for any Loss.

27. The Contractor shall promptly comply with all laws, ordinances, rules, regulations, requirements, directives, etc., of the Federal, State and local governments (including the City of Asbury Park and any other local governments which may have jurisdiction over this matter), along with any other applicable public authorities which may have jurisdiction over this matter, including but not necessarily limited to the New Jersey Department of Environmental Protection (the “NJDEP”), CAFRA, and the United States Army Corps of Engineers (the “Army Corps of Engineers”). The Contractor understands that this Agreement shall be subject to, and shall yield to, any requirements, activities or time schedules undertaken or mandated by the NJDEP, the Army Corps of Engineers, and/or any other authorities or agencies which may have jurisdiction over this matter, including but not limited to any potential beach replenishment project(s) to be undertaken by the Army Corps of Engineers, and the Contractor shall comply with any such requirements. The Contractor understands that this Agreement may be modified, amended, changed or

terminated in order to comply with any of the circumstances referenced above. In any such circumstances, the Contractor shall have no recourse and agrees to waive any and all claims for damages resulting therefrom.

28. The Contractor shall not be required to obtain a separate mercantile license from the City before operating the within concession.

29. The Contractor shall not place, nor allow to be placed, any signs of any kind whatsoever in, upon, or about the City's public beaches, or on the boardwalk, or on any other public property of the City, without the prior written approval of the City.

30. The City shall not be liable whatsoever for any damage or injury which may be sustained to the equipment of the Contractor, including but not limited to damage or injury sustained as a result of fire, storm, hurricane, flood, ocean waves or other act of God, or as a result of vandalism, or through the negligent or intentional acts of humans, or otherwise.

31. The Contractor shall be responsible to reimburse the City for any damages caused to City property as a result of the within concession. The City may use funds from the security deposit, as referenced in Paragraph 18 above, for said purpose(s), if necessary. Any such funds utilized from the security deposit shall be replenished by the Contractor within ten (10) days of notification by the City.

32. The rights granted to the Contractor pursuant to this Agreement shall not be assigned by the Contractor to any other party, without the prior written approval of the City.

33. The Contractor agrees to coordinate all of its activities regarding the provision of providing private surf lessons to the public, as set forth herein, with the City's beach staff, as well as the City's designated Waterfront Redevelopers (Asbury Partners, LLC, iStar Financial, Starfield

Companies, Madison Marquette, Madison Asbury Retail, and/or any of their respective related entities or successors).

34. Notwithstanding the provisions of Paragraph 31 above, the Contractor shall not enter into any separate agreements, written or oral, with the City's designated Waterfront Redevelopers (as defined in Paragraph 31) or any other party to provide the services without the express prior written approval of the City.

35. If at any time during the term of this Agreement, the City or other applicable public entities, agencies or authorities which may have jurisdiction over this matter, including but not necessarily limited to the NJDEP and/or the Army Corps of Engineers, shall engage in any activities in or at the City's beachfront (Eighth Ave. Beach), or within the surrounding environments, or on the boardwalk, or on any other public property of the City, and such work shall result in damage to the property or interruption of business of the Contractor, the Contractor shall have no claim whatsoever against the City for any loss of business activity or loss of profits or any other claim(s) arising directly or indirectly as a result of said work.

36. This Agreement is made and the Contractor hereby accepts same expressly subject to such rules and regulations of the Mayor and Council of the City of Asbury Park governing the property of the City of Asbury Park. The City, through its Mayor and Council or other governing body, does hereby reserve unto itself the right to impose further restrictions concerning the use of the entire property or any part of the property of the City of Asbury Park, and also to rescind any or all of the said rules and regulations which may now be in effect or which may hereafter be adopted and put into effect. With that understanding, the Contractor shall have no claim whatsoever against the City for any loss of business activity or loss of profits or any other claim(s)

arising directly or indirectly as a result of such rules and regulations, existing now or enacted or rescinded at any time hereafter.

37. It is hereby stipulated and agreed by and between the City and the Contractor that the Contractor shall not use any audible device, mechanical or otherwise, including the human voice, which may create noise, music or sounds to attract attention to the Contractor's business of providing private surf lessons to the public, as set forth herein, nor shall the Contractor audibly attempt to advertise its business.

38. The Contractor shall not use, interfere with, or block, any areas of the City's public property with any equipment which may be necessary in connection with this Agreement, nor shall the Contractor store any of its equipment on or within any public building or public property, or on the public beaches located within the City, boardwalk or streets, without the express advance permission from the City's Beach Manager or Public Works Director, as necessary.

39. This Agreement, together with the additional "contract documents" (consisting of the RFP and the Contractor's response to the RFP), constitutes that entire agreement between the parties. The additional contract documents are fully a part of this Contract as if hereto attached or herein repeated. This Agreement may not be altered, amended or changed in any way except by a separate writing signed by the City and the Contractor.

40. If any clause or provision of this Agreement shall be, or become adjudged, to be invalid, such invalidity shall not affect the remaining clauses, terms, or provisions of the Agreement.

41. The parties agree that this Agreement shall be governed by and interpreted according to the laws of the State of New Jersey.

42. All of the representations made by the Contractor in its response to the RFP are hereby incorporated into the within Contract. It is expressly understood and agreed that this Contract, and the representations made by the Contractor in its response to the RFP, represent the full understanding between the parties and any representations, whether oral or in writing, not contained herein, or in the RFP or the Contractor's response to the RFP, will not be binding upon the parties hereto.

43. During the term of this Contract, the City and the Contractor hereby incorporate into this Contract the mandatory affirmative action language pursuant to N.J.S.A. 10:5-31, *et seq.* (P.L. 1975, C.127) N.J.A.C. 17:27, as amended and supplemented from time to time, as set forth in Exhibit "A" attached. The Contractor shall execute and comply with all requirements contained in the Affirmative Action Affidavit attached hereto as Exhibit "B." Both Exhibits are incorporated herein by reference. The Contractor shall submit a copy of the Certificate of Employee Information Report or Form AA 302 (Initial Employee Information Report) prior to any payments being made under this Contract.

44. The Contractor shall also execute the "Americans With Disabilities Act of 1990" Certification attached hereto as Exhibit "C", which shall be incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals or caused these presents to be signed by their proper corporate officers and their proper corporate seal affixed hereto, the day, and year above stated.

ATTEST: **THE CITY OF ASBURY PARK**

Lisa Esposito, City Clerk

By: _____
Hon. John Moor, Mayor

WITNESS: **SUMMERTIME SURF, LLC**

By: _____

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the Contractor agrees as follows:

The Contractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The Contractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The Contractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the Contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31, *et seq.*, as amended and supplemented from time to time and the Americans with Disabilities Act.

The Contractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The Contractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Contractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the Contractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The Contractor shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such

information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Signed: _____

Name & Address: _____

Dated: _____

EXHIBIT B

**REQUIRED EVIDENCE
AFFIRMATIVE ACTION REGULATIONS
PUBLIC LAW 1975, c. 127 (N.J.A.C. 17:27)**

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L. 1975, c. 127, (N.J.A.C. 17:27). Prior to the date of the award, the contractor shall present one of the following:

1. A letter from the U. S. Department of Labor that the contractor has an existing federally approved or sanctioned Affirmative Action Program.
OR
2. A Certificate of Employee Information Report Approval.
OR
3. If you do not have either of the above, check below:

_____ Please send our company an Affirmative Action form for our completion (A.A. 302-Affirmative Action Employee Information Report)

The following questions must be answered by all contractors:

1. Do you have a federally approved or sanctioned Affirmative Action Program?
Yes _____ No _____
2. Do you have a State Certificate of Employee Information Report Approval?
Yes _____ No _____

You shall submit a photostatic copy of such certificate.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L. 1975, c.127 (N.J.A.C. 17:27) and agrees to furnish the required documentation pursuant to the law. The contractor must be rejected as non-responsible if the contractor fails to comply with the requirements of P.L. 1975, c.127 (N.J.A.C. 17:27) within the time frame. The Affirmative Action Affidavit for vendors having less than fifty (50) employees is no longer acceptable, a New Jersey Certificate of Approval or A.A. 302 is required.

SUMMERTIME SURF, LLC

By: _____

Dated: _____

EXHIBIT C**AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability**

The Contractor and the City of Asbury Park (hereinafter “owner”) do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the “Act”) (42 U.S.C. S12101, et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit or service on behalf of the owner pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, her agents, servants, employees or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the owner in any action or administrative proceeding commenced pursuant to the Act. The Contractor shall indemnify, protect and save harmless the owner, its agents, servants and employees from and against any and all suits, claims, losses, demands or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner’s grievance procedure, the Contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants and employees, the owner shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the Contractor pursuant to this contract will not relieve the Contractor of the obligation to comply with the Act and to defend, indemnify, protect and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor’s obligations assumed in this Agreement, nor shall they be construed to relieve the Contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

SUMMERTIME SURF, LLC

By: _____

Dated: _____



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 8, 2024
RESOLUTION SUMMARY

2024-238

Extension of outside approval dates



RESOLUTION NO. 2024-238

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

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY PARK TO ENTER INTO THE FIRST AMENDMENT OF THE SUBSEQUENT DEVELOPER AGREEMENT WITH ASBURY PARTNERS, LLC AND PHM SUNSET SQUARE URBAN RENEWAL LLC TO EXTEND THE DATE FOR THE GOVERNMENTAL APPROVALS AND CHANGE THE DEFINITION OF OUTSIDE APPROVALS DATE IN CONNECTION WITH THE DEVELOPMENT OF PROPERTY LOCATED AT BLOCK 4205, LOTS 2&3

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

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

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

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

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

WHEREAS, the City and Asbury Partners, LLC (the “**Master Developer**”) entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002, as amended by the First Amendment dated June 13, 2018, and the Second Amendment dated October 3, 2019 (collectively, “**Redeveloper Agreement**”), which provide, among other things, that the Master Developer shall be responsible for the redevelopment of the

properties governed by the Redevelopment Plan, which redevelopment it may choose to undertake itself, or through agreements with selected subsequent developers; and

WHEREAS, a copy of the Redeveloper Agreement is on file with the City Clerk; and

WHEREAS, thereafter, the City, Master Developer and PHM Sunset Square Urban Renewal, LLC (the “**Entity**”) entered into that certain Subsequent Development Agreement (“**SDA**”) on August 28, 2023, whereby the Entity was designated as the Subsequent Developer to undertake the Project (as defined in the SDA) on the Project Sites located on property identified as Block 4205, Lots 2 and 3 (the “**Property**”) in the City of Asbury Park; and

WHEREAS, the SDA obligated the Entity to obtain Governmental Approvals, excluding building permits, no later than May 20, 2024; and

WHEREAS, the City is advised that PHM has obtained all unappealable approvals for this Project except for the Financial Agreement and Special Assessment Agreement, for which authorizing Ordinance #2024-16, was introduced on April 24, 2024, and is currently scheduled for a second reading on May 8, 2024; and

WHEREAS, the 20-day unappealable period of Ordinance #2024-16 would expire on May 28, 2024; and

WHEREAS, the City, Master Developer and the Entity agree to an extension of the Governmental Approvals Date to **May 29, 2024** to allow for the unappealable period to expire, which extension is to be addressed in the Amendment of the Subsequent Developer Agreement (“**Amendment**”); and

WHEREAS, the parties have determined that the definition of “Outside Approvals Date” in the Subsequent Development Agreement dated August 28, 2023, shall be revised to provide that that date is fifty-one (51) days following the Building Permits Approval Date; and

WHEREAS, the Subsequent Redevelopment Agreement shall be revised as follows:

“**OUTSIDE APPROVALS DATE**” shall be defined as ~~sixty (60)~~ **fifty-one (51)** days following the Building Permits Approvals Date.

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

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

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

Section 3. **Execution of the Amendment.** The Mayor of the City of Asbury Park, in the County of Monmouth (the “**Mayor**” and together with the City Manager and Chief Financial Officer of the City, an “**Authorized Officer**”) is hereby authorized and directed, upon the receipt from the Master Developer and the Entity of executed counterparts, and upon satisfaction of all

the legal conditions precedent to the execution and delivery by the City of the Amendment, if any, as same is determined by the Authorized Officers in consultation with counsel to the City, to execute the Amendment in substantially the form attached hereto as Exhibit A and with such changes, insertions and omissions thereto as the Mayor, after consultation with counsel to the City and redevelopment counsel to the City, deems in the Mayor's sole discretion to be necessary or desirable for the execution thereof, which authorization thereof shall conclusively evidence the Mayor's consent to any such changes thereto.

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

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

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

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-238 which was finally adopted by the City Council at a meeting held on the 8th day of May, 2024

CERTIFIED BY ME THIS 9th DAY OF May, 2024.

LISA ESPOSITO
CITY CLERK

Exhibit A
Form of First Amendment of the Subsequent Developer Agreement

Attachment: Exhibit A (2024-238 : First Amendment of the Subsequent Developer Agreement PHM Sunset Square Block 4250, Lots 2 and 3)

FIRST AMENDMENT TO SUBSEQUENT DEVELOPER AGREEMENT

THIS FIRST AMENDMENT TO SUBSEQUENT DEVELOPER AGREEMENT (“**Amendment**”) made this _____ day of _____ 2024 by and between:

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

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

AND

PHM SUNSET SQUARE URBAN RENEWAL, LLC, with principal offices located at 750 US Highway 202, Suite 500, Bridgewater, New Jersey 08807, a New Jersey limited liability company qualified, to do business as an urban renewal entity under the provisions of the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1, et. seq. (the “**Tax Exemption Law**”), along with its permitted successors and/or assigns (the “**Entity**” and, collectively with the City and Master Developer, each, a “**Party**” and collectively, the “**Parties**”).

WITNESSETH

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

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

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

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

WHEREAS, the Redevelopment Plan, as initially adopted, provided for the Redevelopment Area to be redeveloped on a “block-by-block” basis; and

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

WHEREAS, the City and the Master Developer entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002, as amended by the First Amendment dated June 13, 2018, and the Second Amendment dated October 3, 2019 (collectively, “**Redeveloper Agreement**”), which provide, among other things, that the Master Developer shall be responsible for the redevelopment of the properties governed by the Redevelopment Plan, which redevelopment it may choose to undertake itself, or through agreements with selected subsequent developers; and

WHEREAS, the City, the Master Developer and the Entity entered into the Subsequent Development Agreement (“**SDA**”) on August 28, 2023, whereby PHM was designated as the Subsequent Developer to undertake the Project (as defined in the SDA) on the Project Site located on property identified as Block 4205, Lots 2 and 3 in the City of Asbury Park (collectively, the “**Project**”); and

WHEREAS, the SDA obligated the parties to obtain all Governmental Approvals, excluding Building Permits, no later than May 20, 2024 (“**Governmental Approvals Date**”), which date is about to expire; and

WHEREAS, the City is advised that PHM has obtained all unappealable approvals for this Project except for the Financial Agreement and Special Assessment Agreement, for which authorizing Ordinance #2024-16, was introduced on April 24, 2024, and is currently scheduled for a second reading on May 8, 2024; and

WHEREAS, the 20-day unappealable period of Ordinance #2024-16 would expire on May 28, 2024; and

WHEREAS, the Parties agree to an extension of the Governmental Approvals Date until May 29, 2024 to allow for the unappealable period to expire; and

WHEREAS, the extension of the Governmental Approvals Date is not intended to extend the overall construction period; and

WHEREAS, the parties have determined that the definition of “Outside Approvals Date” in the Subsequent Development Agreement shall be revised to provide that that date is changed from sixty (60) days to fifty-one (51) days following the Building Permits Approval Date.

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereto do hereby amend the Subsequent Developer Agreement, as follows:

SECTION I. Construction. The foregoing recitals are hereby incorporated in this Amendment by reference as if set forth herein at length. All terms not defined herein shall have the meanings set forth in the SDA. Other than as specifically modified by this Amendment all {375352.DOCX.5}2

other terms, conditions and obligations of the SDA shall remain unmodified and shall remain in full force and effect.

SECTION II. Governmental Approvals Date. The Governmental Approvals Date shall be extended until **May 29, 2024**.

SECTION III. The Subsequent Redevelopment Agreement shall be revised as follows:

“OUTSIDE APPROVALS DATE” shall be defined as ~~sixty (60)~~ **fifty-one (51)** days following the Building Permits Approvals Date.

SECTION IV. Miscellaneous. This Amendment shall be implemented as follows:

A. Entire Agreement. The SDA, as amended by this Amendment, contains the entire agreement of the Parties with respect to the subject matter hereof. No provision hereof may be modified or waived orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

B. Signatures/Execution. This agreement may be executed in counterparts.

IN WITNESS WHEREOF, the parties have executed this Amendment to Subsequent Developer Agreement as of the date first written above.

Attest:

THE CITY OF ASBURY PARK

By: _____
Lisa Esposito
City Clerk
Date:

By: _____
John Moor
Mayor
Date:

**PHM SUNSET SQUARE URBAN
RENEWAL, LLC**
By: Preserve I, Inc., its Sole Member

Witness:

Name:
Title:
Date:

By: _____
Name: James P. Mullen
Title: Division Director of
Land Planning and Entitlements
Date:

{375352.DOCX.5}3

ASBURY PARTNERS, LLC

Witness:

Name:
Title:
Date:

By: _____
Brian A. Cheripka
Senior Vice President
Date:

{375352.DOCX.5}4



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 8, 2024
RESOLUTION SUMMARY

2024-239

Referring an Amendment to the CBD Redevelopment Plan to the Planning Board for consistency with the master plan. The redevelopment plan amendment would permit a recording studio and require sound mitigation measures at the 614 Cookman Avenue property.



RESOLUTION NO. 2024-239

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

RESOLUTION OF THE CITY OF ASBURY PARK REFERRING THE PROPOSED AMENDMENT TO THE CBD REDEVELOPMENT PLAN, CITY OF ASBURY PARK MONMOUTH COUNTY, DATED APRIL 25, 2024, IN ACCORDANCE WITH THE LOCAL REDEVELOPMENT AND HOUSING LAW, N.J.S.A. 40A:12A

WHEREAS, the entire area of the City of Asbury Park (the “City”) has been designated by the Department of Community Affairs to be an area in need of rehabilitation and is in an area endangered by blight and in need of rehabilitation as measured by physical deterioration of buildings and the maintenance thereof, the age of building stock and other structures and arrearages in real property taxes due on buildings, structures, and land; and

WHEREAS, after extensive consultation and discussion, a draft Amendment to the “CBD Redevelopment Plan”, dated April 5, 2024, which addresses permitting a recording studio at 614 Cookman Avenue (Block 2404, Lot 6), City of Asbury Park, Monmouth County, was prepared by Kyle McManus Associates in cooperation with the Director of Planning and Redevelopment, Mayor, and City Manager; and

WHEREAS, pursuant to the provisions of the Local Redevelopment and Housing Law, City Council is to refer the proposed Plan to the City of Asbury Park Planning Board for its review and recommendation pursuant to law; and

NOW, THEREFORE, it is hereby resolved by the City Council as follows:

1. The City Council hereby refers the Amended Redevelopment Plan which is on file at the municipal offices of the City of Asbury Park, and incorporated herein as if set forth in full, to the City of Asbury Park Planning Board for review and recommendation in accordance with N.J.S.A. 40A:12A-7(e).
2. The City of Asbury Park Planning Board shall generate a report within forty-five (45) days after this referral containing its recommendation regarding the proposed Plan. The report shall include a determination as to whether the proposed Plan is substantially consistent with the City of Asbury Park Master Plan, or is designed to effectuate the Master Plan, and if inconsistent, shall identify the inconsistencies it may have identified. The report of the Planning Board may also include any other matters the Board deems appropriate.

3. City Staff and consultants are hereby authorized and directed to take all actions to implement this Resolution as are necessary or appropriate to accomplish its goals and intent.
4. This Resolution shall take effect immediately.
5. A copy of this Resolution shall be forwarded to the Planning Board Secretary.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-239 which was finally adopted by the City Council at a meeting held on the 8th day of May, 2024

CERTIFIED BY ME THIS 9th DAY OF May, 2024.

LISA ESPOSITO
CITY CLERK

Asbury Park, New Jersey
ORDINANCE NO. 2024 – XX

**APPROVING AND ADOPTING AN AMENDMENT TO THE CENTRAL BUSINESS DISTRICT
REDEVELOPMENT PLAN**

WHEREAS, on June 26, 2003 the Mayor and City Council adopted Ordinance No. 2646 entitled “AN ORDINANCE ESTABLISHING A CENTRAL BUSINESS DISTRICT REDEVELOPMENT PLAN FOR THE CITY OF ASBURY PARK”; and

WHEREAS, pursuant to the Local Redevelopment and Housing Law (*N.J.S.A* 40A:12A-1 *et. seq.*, the “Act”) the Ordinance adopted a plan (the “CBD Redevelopment Plan” or the “Plan”) for the redevelopment of an area (the “Central Business District Redevelopment Area” or the ‘Area’); and

WHEREAS, the CBD Redevelopment Plan has led to an increase in public and private investment within the Area since its adoption; and

WHEREAS, occupancy of a portion of the building at 614 Cookman Avenue with a recording studio was requested for the City’s consideration;

WHEREAS, a recording studio is not a permitted use at 614 Cookman Avenue;

WHEREAS, in evaluating this request, the Mayor and Council considered the permitted uses in the existing Plan and the effect, if any, this amendment would have on the surrounding area; and

WHEREAS, on February 28, 2024 a publicly noticed public input session occurred during a Council meeting where the potential occupant of the recording studio presented the proposal and the Council and public were given an opportunity to offer comments and ask questions;

WHEREAS, the Council finds that amendment to the Central Business District Redevelopment Plan, Cookman Avenue Retail Core, is appropriate in order to permit a sound recording studio within the building located at 614 Cookman Avenue;

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

SECTION 1. (additions are shown as thus; deletions are shown as ~~thus~~)

Page 11A. of the Redevelopment Plan, Cookman Avenue Retail Core, the following language shall be added:

Permitted Principal Uses

- 614 Cookman Avenue (Block 2404 & Lot 6) - recording studio for sound, music and video production, mastering and rehearsal space, and supporting uses, as well as permitted uses for ground and upper floors listed herein. Ground floor street frontage along Cookman Avenue shall be occupied with ground floor permitted uses identified herein, for a depth of not less than 25 feet. The recording studio shall not include live performances for an audience. Recording studios may operate between the hours of 9:00am and 10:00pm.

SECTION 2. (additions are shown as thus; deletions are shown as ~~thus~~)

Page 12B. of the Redevelopment Plan, Cookman Avenue Retail Core, the following language shall be added:

Additional standards for a recording studio located at 614 Cookman Avenue:

- A redevelopment agreement shall be executed for any recording studio at 614 Cookman Avenue prior to issuance of construction permits for occupancy of the recording studio.
- Sound Mitigation. The sound mitigation standards, on page 12B of the CBD Redevelopment Plan, shall apply. This shall include but is not limited to Review Required, Submission Requirements, and Performance Standards.
- The exemptions to the sound mitigation standards, on page 12B of the CBD Redevelopment Plan, shall not apply.
- In order to address sound mitigation, all recording and performing spaces shall be enclosed by partition walls with a Sound Transmission Class (STC) rating of not less than 55.



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 8, 2024
RESOLUTION SUMMARY

2024-240

This resolution appoints Sylvia-Sylvia Cioffi as Asbury Park's Urban Enterprise Zone Coordinator (Business Development Administrator) and Elton Armady as the UEZ Alternate.



RESOLUTION NO. 2024-240

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

RESOLUTION AUTHORIZING APPOINTMENTS TO THE NEW JERSEY URBAN ENTERPRISE ZONE AUTHORITY

WHEREAS, the Mayor and City Council believe that it is in the best interest of the member businesses of the City of Asbury Park to be part of the New Jersey Urban Enterprise Zone;

WHEREAS, the goal of the Urban Enterprise Zone is to encourage business growth and stimulate the local economy by creating jobs and offering various programs that benefit businesses and consumers;

WHEREAS, the Mayor and Council wish to appoint the following one (1) UEZ Coordinator (Business Development Administrator) and one (1) UEZ Alternate to the NJ Urban Enterprise Authority for the terms indicated below; and

WHEREAS, the terms of the representatives shall begin on May 8, 2024 and shall expire on January 15, 2025, or as of the date of the 2025 Council Reorganization Meeting, whichever is later.

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

1. The following individuals are hereby appointed to serve as coordinator (Business Development Administrator) and alternate coordinator:

Sylvia Sylvia-Cioffi, Asbury Park UEZ Coordinator (Business Development Administrator)

Elton Armady, Asbury Park UEZ Alternate

2. That a certified copy of this Resolution shall be provided to each of the following: a. Each Appointee referenced above; b. Lillian Nazzaro, City Manager; c. Frederick C. Raffetto, Esq., Municipal Attorney.

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

NO. 2024-240 which was finally adopted by the City Council at a meeting held on the 8th day of May, 2024

CERTIFIED BY ME THIS 9th DAY OF May, 2024.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, May 8, 2024
RESOLUTION SUMMARY

2024-241

Resolution accepting additional funds from NJDOT's Safe Routes to School Grant to begin the Final Design Phase of the Third and Fourth Avenue Traffic Calming Project.



RESOLUTION NO. 2024-241

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

RESOLUTION ACCEPTING AN AGREEMENT MODIFICATION OF A SAFE ROUTES TO SCHOOL GRANT AND ASSOCIATED DESIGN ASSISTANCE FROM NJDOT AND AUTHORIZING SIGNATORIES

WHEREAS, the City received notification from the New Jersey Department of Transportation that the City was awarded \$500,000.00 from the Safe Routes to School Federal program (Federal Project No. TAP-D00S(415)) for the installation of traffic calming, and bike and pedestrian safety upgrades along Third and Fourth Avenues; and

WHEREAS, the City also received notification from the New Jersey Department of Transportation that the Federal Highway Administration (FHWA) authorized funding up to an amount of \$153,678.87 for Design Assistance for the project; and

WHEREAS, the City, NJDOT and NV5 agreed on a scope of work and budget to conduct Final Engineering (FE) activities for the project, which the authorization of funding is based upon; and

WHEREAS, The City adopted Resolution 2020-278 on September 18, 2020 accepting the grant; and

WHEREAS, The City received notification of the FHWA's authorization of additional funding in the amount of \$147,598.97 for the final design costs associated with the project; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey accepts the grant agreement modification for \$147,598.97 of the total amount of \$500,000.00 in addition to the funding already received for Design Assistance for Preliminary Engineering in the amount of \$153,678.87.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Mayor, City Manager and City Clerk are hereby authorized to sign any and all documents associated with the grant.

NOW, THEREFORE, BE IT FURTHER RESOLVED that a copy of this Resolution is to be forwarded to the Director of Transportation, City Clerk and City Manager.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-241 which was finally adopted by the City Council at a meeting held on the 8th day of May, 2024

CERTIFIED BY ME THIS 9th DAY OF May, 2024.

LISA ESPOSITO
CITY CLERK

**CITY OF ASBURY PARK
BOND ORDINANCE NUMBER 2024-17**

**BOND ORDINANCE PROVIDING FOR THE MAIN STREET
STREETSCAPE IMPROVEMENT PROJECT,
APPROPRIATING \$900,000 THEREFOR AND
AUTHORIZING THE ISSUANCE OF \$707,465 BONDS AND
NOTES TO FINANCE A PORTION OF THE COSTS
THEREOF, AUTHORIZED IN AND BY THE CITY OF
ASBURY, IN THE COUNTY OF MONMOUTH, NEW
JERSEY**

BE IT ORDAINED by the CITY COUNCIL OF THE CITY OF ASBURY, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring), AS FOLLOWS:

Section 1. The improvements described in Section 3 of this bond ordinance are hereby authorized as general improvements to be undertaken in and by the City of Asbury, in the County of Monmouth, New Jersey (the "City"). For the improvements or purposes described in Section 3, there is hereby appropriated the sum of \$900,00, said sum being inclusive of all appropriations heretofore made therefor, including \$192,535 grant funds expected to be received from the New Jersey Department of Transportation, Transportation Alternatives Program. No down payment is required or appropriated herein, in accordance with N.J.S.A. 40A:2-11c of the Local Bond Law.

Section 2. In order to finance the costs of said improvements or purposes not provided for by the application of a down payment, negotiable bonds are hereby authorized to be issued in the principal amount not to exceed \$707,465, pursuant to the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. (a) The improvements hereby authorized and the purposes for which the obligations are to be issued consist of the Main Street Streetscape Improvement Project, together with all purposes necessary, incidental or appurtenant thereto, all as shown on and in accordance with contracts, plans, specifications or requisitions therefor on file with or through the City Clerk, as finally approved by the governing body of the City.

(b) The estimated maximum amount of bonds or notes to be issued for the improvements or purposes described in Section 3(a) hereof is \$707,465, as stated in Section 2 hereof.

(c) The estimated cost of the improvements or purposes described in Section 3(a) hereof is \$900,000, which is equal to the amount of the appropriation herein made therefor. The excess of the appropriation of \$900,000 over the estimated maximum amount of bonds or notes

to be issued therefor being the \$192,535 grant received from the NJDOT as part of the Transportation Alternative Program and for said project.

Section 4. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer of the City (the "Chief Financial Officer"), provided that no note shall mature later than one (1) year from its date. All notes issued hereunder may be renewed from time to time subject to the provisions of N.J.S.A. 40A:2-8. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer, who shall determine all matters in connection with notes issued pursuant to this ordinance, and the Chief Financial Officer's signature upon the notes shall be conclusive evidence as to all such determinations. The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of such notes occurs, such report shall include the amount, the description, the interest rate and the maturity schedule of the notes sold, the price obtained and the name of the purchaser.

Section 5. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvements or purposes described in Section 3 of this bond ordinance are not a current expense and are improvements or purposes that the City may lawfully undertake as general improvements, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness of the improvements or purposes, within the limitations of the Local Bond Law and taking into consideration the amount of the obligations authorized for said purposes, according to the reasonable life thereof computed from the date of the bonds authorized by this bond ordinance, is 11.33 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the City Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such Statement shows that the gross debt of the City as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by \$707,465 and the obligations authorized herein will be within all debt limitations prescribed by that Law.

(d) An aggregate amount not exceeding \$250,000 for interest on said obligations, costs of issuing said obligations, engineering costs, legal fees and other items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included as part of the cost of said improvements and is included in the estimated cost indicated herein for said improvements.

(e) To the extent that moneys of the City are used to finance, on an interim basis, costs of said improvements or purposes, the City reasonably expects such costs to be paid or reimbursed with the proceeds of obligations issued pursuant hereto. This ordinance

shall constitute a declaration of official intent for the purposes and within the meaning of Section 1.150-2(e) of the United States Treasury Regulations.

Section 6. The capital budget of the City is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith. The resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital program as approved by the Director of the Division of Local Government Services is on file with the City Clerk and is available there for public inspection.

Section 7. Any grant or similar moneys from time to time received by the City for the improvements or purposes described in Section 3 hereof, shall be applied either to direct payment of the cost of the improvements within the appropriation herein authorized or to payment of the obligations issued pursuant to this ordinance. The amount of obligations authorized but not issued hereunder shall be reduced to the extent that such funds are received and so used.

Section 8. The full faith and credit of the City are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the City, and, unless paid from other sources, the City shall be obligated to levy ad valorem taxes upon all the taxable property within the City for the payment of the obligations and the interest thereon without limitation as to rate or amount.

Section 9. This bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption, as provided by the Local Bond Law.

DATED: May 8, 2024

**LISA ESPOSITO,
Clerk of the City of Asbury Park**

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____, 2024

**JOHN MOOR,
Mayor of the City of Asbury Park**

**CITY OF ASBURY
COUNTY OF MONMOUTH**

BOND ORDINANCE NO. 2024-18

BOND ORDINANCE PROVIDING FOR THE MAIN STREET STREETScape IMPROVEMENT PROJECT, APPROPRIATING \$900,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$707,465 BONDS AND NOTES TO FINANCE A PORTION OF THE COSTS THEREOF, AUTHORIZED IN AND BY THE CITY OF ASBURY, IN THE COUNTY OF MONMOUTH, NEW JERSEY

BE IT ORDAINED by the CITY COUNCIL OF THE CITY OF ASBURY, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring), AS FOLLOWS:

Section 1. The improvements described in Section 3 of this bond ordinance are hereby authorized as general improvements to be undertaken in and by the City of Asbury, in the County of Monmouth, New Jersey (the "City"). For the improvements or purposes described in Section 3, there is hereby appropriated the sum of \$900,00, said sum being inclusive of all appropriations heretofore made therefor, including \$192,535 grant funds expected to be received from the New Jersey Department of Transportation, Transportation Alternatives Program. No down payment is required or appropriated herein, in accordance with N.J.S.A. 40A:2-11c of the Local Bond Law.

Section 2. In order to finance the costs of said improvements or purposes not provided for by the application of a down payment, negotiable bonds are hereby authorized to be issued in the principal amount not to exceed \$707,465, pursuant to the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. (a) The improvements hereby authorized and the purposes for which the obligations are to be issued consist of the Main Street Streetscape Improvement Project, together with all purposes necessary, incidental or appurtenant thereto, all as shown on and in accordance with contracts, plans, specifications or requisitions therefor on file with or through the City Clerk, as finally approved by the governing body of the City.

(b) The estimated maximum amount of bonds or notes to be issued for the improvements or purposes described in Section 3(a) hereof is \$707,465, as stated in Section 2 hereof.

(c) The estimated cost of the improvements or purposes described in Section 3(a) hereof is \$900,000, which is equal to the amount of the appropriation herein made therefor. The excess of the appropriation of \$900,000 over the estimated maximum amount of bonds or notes to be issued therefor being the \$192,535 grant received from the NJDOT as part of the Transportation Alternative Program and for said project.

Section 4. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer of the City (the "Chief Financial Officer"),

provided that no note shall mature later than one (1) year from its date. All notes issued hereunder may be renewed from time to time subject to the provisions of N.J.S.A. 40A:2-8. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer, who shall determine all matters in connection with notes issued pursuant to this ordinance, and the Chief Financial Officer's signature upon the notes shall be conclusive evidence as to all such determinations. The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of such notes occurs, such report shall include the amount, the description, the interest rate and the maturity schedule of the notes sold, the price obtained and the name of the purchaser.

Section 5. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvements or purposes described in Section 3 of this bond ordinance are not a current expense and are improvements or purposes that the City may lawfully undertake as general improvements, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness of the improvements or purposes, within the limitations of the Local Bond Law and taking into consideration the amount of the obligations authorized for said purposes, according to the reasonable life thereof computed from the date of the bonds authorized by this bond ordinance, is 11.33 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the City Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such Statement shows that the gross debt of the City as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by \$707,465 and the obligations authorized herein will be within all debt limitations prescribed by that Law.

(d) An aggregate amount not exceeding \$250,000 for interest on said obligations, costs of issuing said obligations, engineering costs, legal fees and other items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included as part of the cost of said improvements and is included in the estimated cost indicated herein for said improvements.

(e) To the extent that moneys of the City are used to finance, on an interim basis, costs of said improvements or purposes, the City reasonably expects such costs to be paid or reimbursed with the proceeds of obligations issued pursuant hereto. This ordinance shall constitute a declaration of official intent for the purposes and within the meaning of Section 1.150-2(e) of the United States Treasury Regulations.

Section 6. The capital budget of the City is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith. The resolution in the

form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital program as approved by the Director of the Division of Local Government Services is on file with the City Clerk and is available there for public inspection.

Section 7. Any grant or similar moneys from time to time received by the City for the improvements or purposes described in Section 3 hereof, shall be applied either to direct payment of the cost of the improvements within the appropriation herein authorized or to payment of the obligations issued pursuant to this ordinance. The amount of obligations authorized but not issued hereunder shall be reduced to the extent that such funds are received and so used.

Section 8. The full faith and credit of the City are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the City, and, unless paid from other sources, the City shall be obligated to levy ad valorem taxes upon all the taxable property within the City for the payment of the obligations and the interest thereon without limitation as to rate or amount.

Section 9. This bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption, as provided by the Local Bond Law.



**Asbury Park, New Jersey
ORDINANCE NO. 2024-18**

**ORDINANCE OF THE CITY OF ASBURY PARK AMENDING AND
SUPPLEMENTING SECTION 30-24, ENTITLED “FEES,” OF ARTICLE III,
“DEVELOPMENT ADMINISTRATION AND ENFORCEMENT,” OF CHAPTER 30,
“LAND DEVELOPMENT REGULATIONS,” OF “THE CODE OF THE CITY OF
ASBURY PARK.”**

WHEREAS, the City of Asbury Park (the “City”) previously established Section 30-24, entitled “Fees,” of Article III, “Development Administration and Enforcement,” of Chapter 30, “Land Development Regulations,” of “The Code of the City of Asbury Park” (also referenced as the “City Code”); and

WHEREAS, the Mayor and Council wish to revise Section 30-24 and 30-111.6 of the City Code, in accordance with the provisions set forth herein.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, that Section 30-24, entitled “Fees,” of Article III, “Development Administration and Enforcement,” and 30-111.6 “Escrow Deposit” of “Amendments to Redevelopment Plans”, § 30-111.1 Amendment Application Process of Chapter 30, “Land Development Regulations,” of “The Code of the City of Asbury Park” is hereby amended and supplemented as follows (additions are shown with underline; deletions are shown with ~~strikeout~~):

Chapter 30. Land Development Regulations

Article III. Development Administration and Enforcement

§ 30-24. FEES.

§ 30-24.1. Fees for Applications or Services.

[2000 Code § 30-24.1]

Fees for applications or for the rendering of any services by the Planning Board, Zoning Board and Technical Review Committee, or any member of their administrative staff shall be stated in this section.

§ 30-24.2. Fee Schedule.

[2000 Code § 30-24.2; Ord. No. 2015-52, Ex. A]

Application Type	Application Fee	Escrow Fee
Appeals and Interpretation	\$200. for all Applicants <u>\$1,000.</u>	\$300. for all Applicants <u>\$5,000.</u>
Conceptual/ Informal Reviews	\$150. <u>\$1,000.</u> for all Applicants	\$500. <u>\$5,000.</u> for all Applicants
Variances (Bulk)		
A) Single and Two Family Uses	\$300. <u>\$500. per each Variance requested</u>	\$800. plus \$100. per each Variance requested when part of a major sub-division <u>\$1,000. per each Variance requested</u>
B) Multifamily	\$300. <u>\$1,000. per each Variance requested</u>	\$800. plus \$100. per each Variance requested <u>\$1,500. per each Variance requested</u>
C) Nonresidential	\$300. <u>\$1,000. per each Variance requested</u>	\$800. plus \$100. per each Variance requested <u>\$1,500. per each Variance requested</u>
Variances (Use)		
A) Single and Two Family Uses	\$500. <u>\$1,000. per each Variance requested</u>	\$1,200. <u>\$1,500. per each Variance requested</u>
B) Multifamily	\$500. <u>\$1,500. per each Variance requested</u>	\$1,200. plus \$50. per unit <u>\$2,000. per each Variance requested</u>
C) Nonresidential	\$500. <u>\$1,500. per each Variance requested</u>	\$1,200. plus \$100. per 1,000 sq. ft. or fraction thereof over 2,000 sq. ft. gross impervious surface to be developed <u>\$3,000. per each Variance requested</u>
Conditional Use Permit	\$450. <u>\$1,000. per each Variance requested</u>	\$250. plus \$100. per 1,000 sq. ft. or fraction thereof over 2,000 sq. ft. gross impervious surface to be developed <u>\$3,000. per each Variance requested</u>
Subdivision		
A) Minor/Sketch Plat	\$200. <u>\$1,000.</u> plus \$50. <u>\$100.</u> per lot	\$750. <u>\$3,000. per each Variance requested</u>
B) Major Subdivision		
Preliminary Review	\$300. <u>\$2,000.</u> plus \$50. <u>\$100.</u>	\$1,500. plus \$200. per lot

	per lot	<u>\$3,000.</u>
Final Review	\$200. <u>\$1,000.</u> plus \$25. <u>\$50.</u> per lot	\$500. plus \$100. per lot <u>\$2,000.</u>
Site Plan Review		
A) Minor Development		
Residential	\$200 <u>\$500.</u>	\$1,000 <u>\$3,000.</u>
Nonresidential	\$200 <u>\$500.</u>	\$1,000 <u>\$3,000.</u>
B) Major Development		
(1) Residential Preliminary Review	\$200. <u>\$1,000.</u> plus \$50. <u>\$100.</u> per unit	\$2,000. plus \$100. per 1,000 sq. ft. developed gross impervious surface or fraction thereof over 2,000 sq. ft., plus \$200. per dwelling unit <u>\$3,000.</u>
Final Review	\$100. <u>\$500.</u> plus \$25. <u>\$50.</u> per unit	\$1,000. plus \$50. per 1,000 sq. ft. developed gross impervious surface, or fraction thereof, over 2,000 sq. ft., plus \$200. per dwelling unit <u>\$2,000.</u>
(2) Nonresidential Preliminary Review	\$250. plus \$50. per 1,000 sq. ft. developed gross impervious surface, or fraction thereof, over 2,000 sq. ft. <u>\$1,500.</u>	\$2,000. plus \$100. per 1,000 sq. ft. developed gross impervious surface or fraction thereof over 2,000 sq. ft., plus \$200. per 1,000 sq. ft., or fraction thereof, of gross floor area <u>\$3,000.</u>
Final Review	\$125. plus \$25. per 1,000 sq. ft. developed gross impervious surface, or fraction thereof, over 2,000 sq. ft. <u>\$750.</u>	\$1,000. plus \$50. per 1,000 sq. ft. developed gross impervious surface, or fraction thereof, over 2,000 sq. ft., plus \$100. per 1,000 sq. ft., or fraction thereof, of gross floor area <u>\$2,000.</u>
C) Conceptual Site Plan Review	\$100. <u>\$1,000.</u>	Cost of professional services to be paid by applicant <u>\$5,000.</u>
Special Meeting Fee	\$1,800. <u>\$3,000.</u>	\$500.
Plan Amendment	\$500.	\$3 <u>5,000.</u>

§ 30-24.3. Fees; Payment Due.

[2000 Code § 30-24.3; Ord. No. 2015-52, Ex. A]

Fees shall be paid at the time the application is filed and no application shall be deemed complete until the administrative officer certifies in writing that all required fees have been paid. In the event the application is for more than one (1) category of relief or action, the application and escrow fees shall consist of the sum of the fees for each category.

§ 30-24.4. Miscellaneous Charges.

[2000 Code § 30-24.4; Ord. No. 2647; Ord. No. 2654; Ord. No. 2015-52, Ex. A]

Any miscellaneous charges or expenses incurred by the Planning Board or Zoning Board of Adjustment or Technical Review Committee and not covered by application or professional escrow fees shall be paid by the applicant.

§ 30-24.5. Escrow Deposits: When Required.

[2000 Code § 30-24.5; Ord. No. 2589; Ord. No. 2015-52, Ex. A]

Escrow fees shall be deposited at the time an application is filed for one (1) or more categories listed in this section. The maximum initial deposit shall consist of an amount not exceeding five thousand (\$5,000.00) dollars, except for applications in a redevelopment zone within the City of Asbury Park (redevelopment application). The initial escrow amount for such a redevelopment application shall be governed by the redevelopment agreement in place. Absent such an agreement, this section shall continue to govern. Applicants shall supplement the escrow deposit, as required, to cover the costs of professional services provided in the review of an application.

§ 30-24.6. Professional Services Covered by Escrow Deposits.

[2000 Code § 30-24.6; Ord. No. 2647; Ord. No. 2654; Ord. No. 2015-52, Ex. A]

Professional services contemplated hereunder shall include, but not be limited to the following:

- a. Director of Planning and Redevelopment.
- b. Zoning Officer.
- c. Assistant City Planner.
- d. City Engineer.
- e. City Attorney.
- f. Construction Official.
- g. Attorneys engaged by the Planning and Zoning Boards and Technical Review Committee.
- h. Professional planners, consultants, and advisors to the Planning Board, Zoning Board of Adjustment or Technical Review Committee.
- i. Any other professional or consultant hired or engaged by the Planning Board, Zoning Board of Adjustment or Technical Review Committee to aid and assist them in reviewing, evaluating and acting upon development applications, including the hiring of experts for reports and testimony, if deemed appropriate and necessary.
- j. Professional Court Reporter/Stenographer.

§ 30-24.7. Disbursement of Escrow Funds.

[2000 Code § 30-24.7; Ord. No. 2015-52, Ex. A]

- a. After final disposition of an application by a Board or the Technical Review Committee and pursuant to follow-up inspections for construction of required improvements, the professionals involved shall submit to the administrative officer a detailed statement of services rendered and the charge thereof. The administrative officer shall review and verify each statement and send a copy of the requisition for the approved amount to the applicant by certified mail for review. The applicant shall file any objection to the charges, and request a hearing in writing before the Board with which the application was originally filed, within ten (10) days of receipt of the copy of the requisition. If no written objection is received within ten (10) days, the requisition shall be transmitted to the Finance Department for payment out of the escrow account.
- b. All deposits of escrow funds shall be governed in accordance with N.J.S.A. 40:55D-53.1.
- c. Any funds not needed for the above purposes shall be returned to the applicant after final disposition of the approving authority.
- d. In the event that the funds deposited by the applicant are found to be insufficient to cover the approved professional costs and expenses, the applicant, upon notice, shall be required to deposit additional funds in the escrow account so that all such expenses are paid.

§ 30-24.8. Exemptions.

[2000 Code § 30-24.8; Ord. No. 2647; Ord. No. 2015-52, Ex. A]

The provisions of this chapter shall not apply to development applications involving the construction, alteration or expansion of single and two-family dwellings when such development does not require relief from the Zoning Board of Adjustment, the Technical Review Committee or when such development is not part of a planned development.

30-111.6 Escrow Deposit.

[Ord. No. 2015-05 § 30-81.6]

- a. Escrow fees, in the amount of ~~three~~ five thousand (\$~~3~~ 5,000.00) dollars, shall also be deposited at the time that an application is filed. Applicants shall supplement the escrow deposit, as required, to cover the cost of professional services provided in the review of the application.

b.

Any escrow funds not needed to pay outstanding invoices of professionals who have provided professional services for the application shall be returned to the applicant within a reasonable time after the application is concluded.

c.

If an escrow account contains insufficient funds at any time to enable the City and/or the approving authority(ies) to perform the required application reviews or inspections, the City will

provide the applicant with a notice of the amount of insufficient funds. Said notice will also provide that in order for work to continue on the application the deficiency must be paid within the time frame set forth in the notice. If the applicant does not comply with the terms of the notice all work on the application will cease until such time as the applicant complies with the terms of the notice.

BE IT FURTHER ORDAINED, that all other provisions of Chapter 30 of the City Code which are not referenced in this Ordinance shall remain unaffected/unchanged and remain in full force and effect.

BE IT FURTHER ORDAINED, that all parts and provisions of any Ordinance which are inconsistent with the provisions of this Ordinance shall be repealed to the extent of such inconsistency.

BE IT FURTHER ORDAINED, that the provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.

BE IT FURTHER ORDAINED, that this Ordinance shall take effect upon final passage and publication in accordance with the law, following the required twenty (20) day period after adoption, as set forth in N.J.S.A. 40:69A-181(b).

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2024-18 which was finally adopted by the City Council at a meeting held on the 8th day of May, 2024

LISA ESPOSITO
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2024-19**

**ORDINANCE AMENDING ORDINANCE 2024-8 WHICH AMENDED CHAPTER 7
SECTIONS 13 AND 14 TO ESTABLISH PROHIBITING PARKING REGULATIONS
ALONG EMORY STREET AND SECOND AVENUE**

WHEREAS, the City of Asbury Park adopted Ordinance 2024-8 on April 10, 2024 which establishes No Parking Regulation along Emory Street between Lake Avenue and Cookman Avenue; and

WHEREAS, the previous regulations as referenced above shall be collectively referenced herein as the “prior traffic regulations”; and

WHEREAS, since adoption of the prior regulations, the City of Asbury Park has determined the previous regulations did not appropriately address the needs of the planned road closures to take place Sunday mornings between May and November; and

WHEREAS, it is the intention of the Mayor and Council that the revisions set forth herein shall amend and supplement the Traffic Control Regulations contained within the Chapter VII, entitled “Traffic,” of the “Code of the City of Asbury Park, New Jersey,” accordingly.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, that the amended traffic regulations are hereby approved and adopted for use within the City of Asbury Park, and that Chapter VII, entitled “Traffic,” of the “Code of the City of Asbury Park, New Jersey,” is hereby amended as follows:

§ 7-14 PARKING PROHIBITED DURING CERTAIN HOURS ON CERTAIN STREETS.

[2000 Code § 7-14; Ord. No. 1197 § 1; Ord. No. 2012 § 1; Ord. No. 2062 § 1; Ord. No. 2243 § 1; Ord. No. 2253 § 1; Ord. No. 2299 § 1; Ord. No. 2320 § 1; Ord. No. 2342 § 1; Ord. No. 3057; Ord. No. 3058; Ord. No. 2018-19; Ord. No. 2018-28; amended 5-8-2019 by Ord. No. 2019-18; 3-25-2020 by Ord. No. 2020-4; 4-22-2020 by Ord. No. 2020-5; 4-28-2021 by Ord. No. 2021-11; 12-8-2021 by Ord. No. 2021-38]

Parking Prohibited During Certain Hours on Certain Streets

Sundays

Name of Street	Sides	Hours	Location
Emory	Both	7:00 a.m. 6:00 a.m. to	Between Lake Avenue and Cookman Avenue

Street	1:00 p.m. May 1 through November 1
--------	---------------------------------------

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2024-19 which was finally adopted by the City Council at a meeting held on the 8th day of May, 2024

LISA ESPOSITO
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2024-11**

**ORDINANCE OF THE CITY OF ASBURY PARK APPROVING AND ADOPTING A
REDEVELOPMENT PLAN FOR PROPERTY LOCATED AT 1201 MEMORIAL DRIVE
(BLOCK 203, LOT 5)**

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq., as amended and supplemented (the “Act”), provides a process for municipalities to participate in the redevelopment and improvement of areas in need of redevelopment; and

WHEREAS, City of Asbury Park has had a city wide designation as an area in need of rehabilitation for over 40 years pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq. (the “Redevelopment Law”); and

WHEREAS, the Council has determined that the effective Rehabilitation of the Area would be stimulated by adoption of the “1201 Memorial Drive Redevelopment Plan” and

WHEREAS, the Council desires to adopt the “1201 Memorial Drive Redevelopment Plan” and to provide notice thereof in accordance with law.

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

Section 1. The “1201 Memorial Drive Redevelopment Plan” be and hereby is adopted with the Attachment to this Ordinance entitled “1201 Memorial Drive Redevelopment Plan”.

Section 2. In the event that any section, part or provision of the Ordinance shall be held to be unenforceable or invalid by any court, such holding shall not affect the validity of this Ordinance as a whole, or any party thereof, other than the part so held unenforceable or invalid.

Section 3. This ordinance shall take effect upon final passage, publication, and filing with the Office of the Clerk of Monmouth County, all as required by law.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2024-11 which was finally adopted by the City Council at a meeting held on the 8th day of May, 2024

LISA ESPOSITO
CITY CLERK

1201 MEMORIAL DRIVE REDEVELOPMENT PLAN



BLOCK 203 LOT 5

ASBURY PARK CITY NJ

Draft: April 1, 2024

Attachment: 240401 Draft 1201 Memorial Redev Plan (2024-11 : 1201 Memorial Drive Redevelopment Plan)

1201 MEMORIAL DRIVE REDEVELOPMENT PLAN

BLOCK 203 LOT 5

CITY OF ASBURY PARK, MONMOUTH COUNTY

Adopted _____

CITY OF ASBURY PARK MAYOR AND COUNCIL

John Moor, Mayor	Angela Ahbez- Anderson
Amy Quinn, Deputy Mayor	Eileen Chapman
Yvonne Clayton	
Frederick Raffetto, Esq., City Attorney	
David Clark, Redevelopment Attorney	
Michele Alonso, PP, AICP, Director of Planning and Redevelopment	
Elizabeth McManus, PP AICP LEED AP, City Planning Consultant	

CITY OF ASBURY PARK PLANNING BOARD

Barbara Krzak - Chairperson	Erik Galipo
Michael Goonan- Vice Chairperson	Rick Lambert
Mayor John Moor	Jim Henry
Councilperson Yvonne Clayton	Daniel Sciannameo
Transportation Dir. - James Bonanno	Jennifer Souder
Jack Serpico, Esq., Board Attorney	
Michael Sullivan, PP, AICP, ASLA, Board Planner	
Jason Fichter, PE,PP,CFM,CME, Board Engineer	

Prepared for the City of Asbury Park by:



Elizabeth K. McManus, PP, AICP, LEED AP
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INTRODUCTION

The Redevelopment Plan provides the policy and regulation for revitalization of 1201 Memorial Drive, Asbury Park, New Jersey (aka Block 203, Lot 5). The Redevelopment Plan Area encompasses one lot, specifically a 1.55-acre corner lot, with frontage on Memorial Drive, Fourth Avenue, and Fifth Avenue. The Area envisions the redevelopment of the vacant underutilized lot, transforming it into a development that can create a cohesive built environment between the residential neighborhoods to the west and the larger footprint commercial buildings found along Memorial Avenue. The Area will serve as a transitional area between the commercial and residential areas of the City, while creating a sense of place that promotes a high quality of life, economic support to the City's downtown, and a diversity of household incomes.

Rehabilitation is commonly recognized as a process governed by the Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-1 et seq.) ("the Law") that is undertaken in accordance with a rehabilitation plan adopted by the municipality. The Law defines rehabilitation as "the repair, reconstruction or renovation of existing structures, with or without the introduction of new construction or the enlargement of existing structures, in any area that has been determined to be in need of rehabilitation or redevelopment, to eliminate substandard structural or housing conditions and arrest the deterioration of that area." An area may be designated in need of rehabilitation by the local governing body if it is determined that the area exhibits any of the following conditions:

1. A significant portion of structures in the area is in deteriorated or substandard condition;
2. More than half of the housing stock in the delineated area is at least 50 years old;
3. There is a pattern of vacancy, abandonment or underutilization of properties in the area;
4. There is a persistent arrearage of property tax payments on properties in the area;
5. Environmental contamination is discouraging improvements and investment in properties in the area; or
6. A majority of the water and sewer infrastructure in the delineated area is at least 50 years old and is need of repair or substantial maintenance.

The designation of an area in need of rehabilitation may cover a neighborhood, other delineated area or, at times, an entire municipality. The City of Asbury Park has had a city wide designation as an area in need of rehabilitation for over 40 years. Unlike the procedures for designating an Area in Need of Redevelopment, no public hearing is necessary for a rehabilitation designation. Similarly, eminent domain is not allowed for properties in an area designated as in need of rehabilitation. Once an Area in Need of Rehabilitation is designated, the municipality may exercise the following powers:

1. Rehabilitation, repair and improvement of both residential and non-residential structures, done independently or as part of a redevelopment plan or project;
2. Redevelopment and the greater powers associated with the redevelopment designation (except for eminent domain) provided a redevelopment plan is adopted by ordinance for the area in need of rehabilitation; and
3. Tax abatements and exemptions, such as five-year property tax exemptions and abatements pursuant to the procedures and requirements of the Five-Year Exemptions and Abatement Law (N.J.S.A. 40A:21-1 et seq.).
4. In areas that have been designated as Areas in Need of Rehabilitation, municipalities can prepare Rehabilitation Plans and the Governing Body may adopt an Ordinance for that area. This Redevelopment Plan is adopted based on the designation of the entire City of Asbury Park as an area in need of rehabilitation.

The Redevelopment Plan Area serves as a transition point between the traditional residential neighborhoods of the City and the commercial uses found along Memorial Avenue. The area surrounding the subject property is characterized by a mix of residential and commercial uses. Residential uses are generally located to the west and commercial uses are generally located to the north, east, and south along Memorial Drive.

REDEVELOPMENT PLAN OBJECTIVES

The 1201 Memorial Drive Redevelopment Plan is intended to provide a framework for redevelopment of the area. This Redevelopment Plan is guided by the following objectives:

1. Promote redevelopment of a long-vacant property along one of the City's primary north-south corridors, Memorial Drive.

2. Create diverse housing opportunities in the form of multi-family residential development that accommodates a mix of incomes and household sizes. This includes, but is not limited to, affordable housing set aside of not less than 20%.
3. Promote economic development and growth for the City through the promotion of mixed-use development, with an emphasis on residential uses that will lead to more residents within walking and biking distance of the shops, services and activities of the downtown.
4. Maintain the overall character and quality of life for existing City residents by permitting uses that are sensitive to the surrounding area (particularly residences adjacent to the west) and limiting impacts from the Redevelopment Area, such as lighting and noise.
5. Ensure a unique sense of place is established that complements the character and scale of the City.
6. Incorporate visible public art into new development through engagement with local artists or artist groups.



1201 MEMORIAL DRIVE - BLOCK 203 LOT 5

City of Asbury Park, Monmouth County NJ

DATA SOURCE: Aerial Imagery, Google Earth 2021; NJGIN 2022 Monmouth County Parcels: This map was developed using NJDEP & NJGIS Data, but this secondary product has not been NJDEP & NJGIS verified



APPLICABILITY & RELATIONSHIP TO THE LAND USE ORDINANCE

The Redevelopment Plan envisions the creation of a revitalized area on Block 203 Lot 5. The Redevelopment Plan Area is envisioned as a vibrant transition point between the traditional residential neighborhoods of the City and the commercial uses found along Memorial Avenue, creating a cohesive built environment, while providing a variety of housing types and attracting a mix of incomes. An integrated residential development creates the opportunity for economic growth and development for the City while supporting existing businesses.

The standards of this Redevelopment Plan shall supersede the zoning provisions of the City of Asbury Park Land Development Ordinance. However, where the regulations and standards of the Redevelopment Plan are silent, the standards of the Land Development Ordinance shall apply to the redevelopment areas as permitted by N.J.S.A. 40A:12A-7.a(2).

The zoning map of the City of Asbury Park shall be amended upon the adoption of this Plan in accordance with N.J.S.A. 40A:12A-7.c to reflect this new classification.

GENERAL PROVISIONS

A. REDEVELOPMENT AUTHORITY

The City Mayor and Council shall act as the “Redevelopment Entity” pursuant to *N.J.S.A. 40A:12A-4.c* for purposes of implementing this Redevelopment Plan and carrying out redevelopment projects. In doing so, the City Council shall have the powers set forth in *N.J.S.A. 40A:12A-8* to effectuate all its duties and responsibilities in the execution and implementation of this Redevelopment Plan.

B. EFFECT OF REDEVELOPMENT AGREEMENT

The execution of the Redevelopment Agreement shall convey the right to prepare a site plan or subdivision application for development to the Asbury Park Planning Board in accordance with the terms of a Redevelopment Agreement and Redevelopment Plan, among other rights that may be granted by the City Council. Nothing herein shall prevent the City Council from amending the Redevelopment Plan as it sees fit.

C. ACQUISITION OF PROPERTY

No property is proposed to be acquired by public entities in the 1201 Memorial Drive Redevelopment Plan Area as part of this Redevelopment Plan.

D. RELOCATION PROVISIONS

The Redevelopment Plan Area is a vacant parcel where a light industrial facility once was and does not include any housing units. As such, no relocation provisions are necessary.

E. APPLICATION FOR DEVELOPMENT

The application for development shall include a major site plan application that includes the entirety of Block 203, Lot 5. An applicant shall seek major preliminary and final site plan approval for the entirety of the Redevelopment Plan Area but may request preliminary approval separate from final approval. No construction permits shall be issued without a Final Site Plan approval. The application shall be submitted in such form, and accompanied by such maps, documents, and materials as are prescribed in the City's Land Development Ordinance.

Only a party designated by the City of Asbury Park as the designated redeveloper shall be permitted to develop and/or redevelop the Property, which designation shall be accomplished with a Redevelopment Agreement between the City and the redeveloper. No party may seek or obtain site plan approval related to any portion of the Redevelopment Area without first having been designated as the designated redeveloper by the City. The Planning Board may not consider an application for site plan approval nor grant site plan approval for the Redevelopment Area unless the Applicant, or its related urban renewal entity affiliate, is the designated redeveloper as designated by the City of Asbury Park.

F. DEVIATION REQUESTS

Any application for a deviation from the requirements of this Redevelopment Plan shall provide public notice of such application in accordance with the requirements of public notice as set forth in the Local Redevelopment and Housing Law (*N.J.S.A. 40:55D-12a* and *b.*) and the Municipal Land Use Law (*N.J.S.A. 40:55D.*) The Asbury Park City Planning Board may grant design exceptions as well as deviations from the regulations contained within this Redevelopment Plan that are "c" variances pursuant to the Municipal Land Use Law (*N.J.S.A. 40:55D-70c*). Any deviation that constitutes a "d" variance pursuant to

the Municipal Land Use Law (*N.J.S.A. 40:55D-70d*) from the Redevelopment Plan shall be permitted only by means of an amendment of the Redevelopment Plan by the Mayor and City Council.

REDEVELOPMENT REGULATIONS

The Redevelopment Plan provides the policy framework and regulation for the revitalization of the 1201 Memorial Drive site. The Redevelopment Plan Area aims to ameliorate the vacant conditions that currently exist. 1201 Memorial Drive is envisioned as a new diverse residential neighborhood that provides economic support to the City's -retail centers while complementing the scale and character of the City, creating an integrated and cohesively built environment. Any regulations not addressed in this plan shall refer back to Chapter 30 of the City of Asbury Park municipal code.

A. REQUIRED & PERMITTED PRINCIPAL USES

Deviations from the following shall be considered use variances.

1. Ground Floor:
 - a. Nonresidential uses permitted in the (B) Business District,
 - b. Residential lobbies, utilities, and amenities, and
 - c. Parking.
2. Upper Floors:
 - a. Multi-family residential dwellings.
 - b. Residential lobbies, utilities, and amenities.

B. ACCESSORY USES AND STRUCTURES

Deviations from the following shall be considered c variances.

1. Signs.
2. Fences and walls.
3. Roof-top solar facilities.
4. Electric vehicle charging stations and make-ready infrastructure.
5. Loading, delivery, service, and pick-up zones.
6. Gyms, community rooms, amenity, and multi-purpose rooms.

7. Open space and recreation, including but not limited to playgrounds, community gathering spaces, and sitting areas.
8. Off-street parking, including surface, and structured parking.
9. Minor home occupations.
10. Private outdoor patios or terraces.
11. Other uses which are customary and incidental to the principal permitted uses.

C. RESIDENTIAL DENSITY

Deviations from the following shall be considered use variances.

1. Density shall not exceed 130 individual residential dwelling units.

D. AFFORDABLE HOUSING

Deviations from the following shall be considered c variances.

1. The affordable housing set-aside shall be not less than twenty percent (20%). Affordable housing units shall be developed in compliance with the City's affordable housing ordinance, Chapter 31 of the municipal code, and the Uniform Housing Affordability Control Rules (N.J.A.C. 5:80-21), including 13% of the affordable units being restricted to very low income housing units.
2. All affordable housing units shall be "family" units, defined as not being limited to any particular population (i.e., senior or special needs).
3. Affordable housing units shall be distributed throughout the building.
4. All affordable housing units shall have one (1) or more windows in each bedroom and one (1) or more windows in the living or dining space of the unit.
5. The average size of each affordable housing unit bedroom type (1-bedroom units, 2-bedroom units, 3-bedroom units) shall not be less than the average interior unit size of the market units of the same bedroom type in the project.

E. SITE DESIGN & BULK REGULATION

Deviations from the following shall be considered c variances, unless otherwise noted.

1. Site layout and design shall be substantially consistent with the Concept Plan provided in Exhibit A, unless otherwise provided herein.

2. Minimum setbacks to principal building:
 - a. Memorial Drive: 0 ft.
 - b. Fourth Avenue: 22 ft.
 - c. Fifth Avenue: 22 ft.
 - d. Rear Lot Line: 25 ft.
 - e. Permitted intrusions and exceptions:
 - i. Balconies and patios: maximum intrusion of 5 ft.
3. Building Height: (deviations from maximum building height are c variances unless the deviation exceeds 10 feet or 10% as per N.J.S.A. 40:55D-70.d.(6))
 - a. Maximum building height: 5 stories / 63 feet. Penthouses are exempt from height restrictions provided they are not habitable, cover not more than twenty (20%) percent of the fourth floor roof area, are not more than twelve (12) feet in height, and further provided that all building service equipment and appurtenances are enclosed in the penthouse in addition to any use permitted in the zone where located, excluding any penthouse level that complies with the provisions noted herein.
4. Maximum impervious coverage: 85%
5. Trash and recycling storage facilities shall not be visible from the public right-of-way or adjacent residential properties and shall be stored internally or in an enclosure.
6. Mechanical equipment, other than utilities providing service to the building, shall be shielded so as not to be visible from adjacent streets and lots.
7. A planted buffer of not less than 5 feet in width, as well as a solid fence, shall be provided where the property abuts a residential lot. The design of the buffer, including plantings, fence location and design (provided said fence does not exceed 6 feet in height) shall be at the discretion of the Planning Board.

F. PARKING & CIRCULATION

Deviations from the following shall be considered c variances.

1. The parking and circulation on the property, including curb cuts, shall be substantially consistent with the Concept Plan provided in Exhibit A to this Redevelopment Plan, unless otherwise provided herein. Roadway improvements, such as curb extensions, shall be considered and discussed with the City of Asbury Park and if acceptable included in the redeveloper agreement.

2. Parking shall be provided as follows:
 - a. A minimum of one parking space per multi-family unit shall be constructed. This shall not be reduced due to application of credits for electric vehicle parking spaces.
 - b. No parking is required for the non-residential uses.
3. Bicycle parking at a rate of one space per residential unit, for not less than 30% of the units, shall be provided within the building, including but not limited to the parking structure. Exterior bicycle parking shall not contribute to this requirement. I

G. ARCHITECTURAL DESIGN

Deviations from the following shall be considered design exceptions.

1. The exterior architectural design shall be substantially consistent with the Concept Building Renderings in Exhibit B to this Redevelopment Plan, unless otherwise provided herein. This requirement shall include but is not limited to the placement of nonresidential uses.
2. The primary building entrance shall face Fifth Avenue.
3. Where facing Memorial Drive, nonresidential uses shall have a minimum of 60% of the ground floor facade between three (3) and 10 feet above grade be transparent and shall provide visual access to the street. "Blanked-out" windows, windows which display only signage, or look into unused or "dead" space do not meet this requirement.
4. Building entrances shall be articulated to make it easily identifiable by visitors and to provide architectural interest. Examples of special features of entrances include, but are not limited to, awnings and architectural treatments. Service doors shall be integrated with the building design and need not be articulated.
5. Upper floor windows shall be divided into individual units, rather than a continuous "ribbon."
6. Windows shall be recessed, or project as bays from the main wall, so as to create texture and shadows on the façade for visual interest.
7. Awnings, canopies and overhangs shall have a matte finish and be constructed of colored natural or synthetic canvas, or other materials such as metal or glass. Openings in such features are permitted. Awnings shall not be internally illuminated and shall not be made of vinyl or other plastic material.
8. The project shall include building installed wall art or murals on the elevation fronting Memorial Drive. Public art design shall require approval of the Municipal

Public Art Commission. The public art design is not required to be consistent with the Concept Building Renderings in Exhibit B to this Redevelopment Plan.

9. Structured parking that is visible to a public street shall not exceed one story (parking level). Structured parking shall be screened by structural elements that are compatible with the materials and design of the front and side building facades. Light for the structured parking shall not produce glare or spillover in the ROW.
10. Building materials and architectural details on all sides of each building need not be identical, but shall be unified in overall appearance through finish, materials, details, and architectural design.
11. Pedestrian friendly building design and on-site furnishings (outdoor tables, benches, bicycle racks, etc.) are required along Memorial Drive.
12. Rooftop equipment such as mechanical units, vents, and flues shall be located centrally on the building roof, to the extent practicable. Any equipment visible from a public right-of-way, adjacent lots, and pedestrian corridors shall be screened with solid materials using parapets, pitches roof forms, or penthouses. Screening shall be constructed of the same or complementary material as the building.

H. SIGNS

Deviations from the following shall be considered design exceptions.

1. Signs shall comply with Section 30-61.16, Signs Permitted for Nonresidential Districts (Permits Required), unless otherwise noted herein.
2. Residential Signage – The building shall be permitted to include one (1) residential identification sign facing Fifth Avenue. The signage shall not exceed 20 s.f., may be mounted to a wall, canopy, or be a projecting (blade) sign. One (1) sign may be provided at the Fourth Avenue parking entrance. The signage shall not exceed 10 s.f., may be mounted to a wall, canopy, or be a projecting (blade) sign.
3. Nonresidential Signage – Each unit or entry shall be permitted one wall or canopy mounted sign at a maximum size of 20 sq. ft. Each retail space shall also be permitted to include one projecting (blade) sign either mounted to the building wall or hung from the canopy above the user of space. Each projecting (blade) or hung sign shall not exceed 10 sq. ft.
4. Building address signage for both the residential lobby or individual first floor tenant spaces may be provided as channel cut letters mounted to the building façade or to the storefront glass with a maximum height of six inches (6").
5. Internally illuminated, except for channel lettering, or digital signage shall not be permitted.

I. STREETSCAPE PLANTING & LIGHTING DESIGN

Deviations from the following shall be considered design exceptions.

1. Street trees shall be provided in accordance with the requirements of Asbury Park, Section 30-57.12 along Memorial Drive and Fourth and Fifth Avenue to the extent practical.
2. Streetscape furnishings, including, but not limited to light fixtures, bike racks, benches, etc., shall be provided along all streets. Design and location of such furnishings need not be consistent with the Concept Plan provided in Exhibit A or the Concept Building Renderings in Exhibit B to this Redevelopment Plan.
3. Native species for plant material are encouraged.

J. SUSTAINABILITY REQUIREMENTS:

Deviations from the following shall be considered design exceptions.

1. Successful participation in the ENERGY STAR Multifamily [High Rise Program] New Construction Version 1.1, or alternative per the Guide to NJHFMA QAP Green Requirements.
2. All new construction shall utilize only Energy Star rated appliances or better.
3. A sustainable roof top shall be provided; the roof area shall consist of either a cool white roof or green roof.
4. Reservation of the lesser of 5% total units or four (4) parking spaces for the hourly rental of cars (such as Zip Cars, Hertz on Demand, or comparable service), at the discretion of the Planning Board. Reserved parking spaces shall not contribute to the satisfaction of required parking pursuant to Section F. herein.
5. Compliance with the State's required provision of electric vehicle charging parking spaces and make-ready charging parking spaces (P.L. 2021, c. 171)
6. Use of rain gardens and/or swales in surface landscaping design and stormwater retention plan.

RELATIONSHIP TO PLANNING & OBJECTIVES

The Study Area is located within the (B) Business District. Permitted uses of the District include commercial uses such as retail stores, restaurants, convenience stores, and medical offices and upper story residences. The full list of permitted uses can be found in §30-71.5a. of the City's Land Development Regulations. Prohibited uses include used car sales, motor vehicle repair garages, and motor vehicle body repair garages. The full list of prohibited uses can be found in §30-71.5b. of the City's Land Development Regulations.

The 2006 Master Plan included a "Vision of the City", which is relevant to the redevelopment of the Study Area, and is as follows:

The City's vision for the year 2027 is of a safe and vibrant community with a balance of land uses, diverse housing options, a thriving arts community, a diversified and expanding year round economy, modern and well-maintained infrastructure, expanded community facilities and an outstanding quality of life."

The City adopted a Master Plan Re-Examination Report in 2017. There are a wide variety of goals, objectives, and recommendations outlined in the Re-Examination Report ranging from land use, urban design, mobility, housing, and others. The goals, objectives, and recommendations relevant to this Redevelopment Plan include the following:

Planning Goal 5.1.2.2. *Provide a variety of housing types for all income levels throughout the City.*

Land Use Objective 5.2.1.8. *Continue to encourage new retail commercial and mixed-use developments consistent with the City's redevelopment plans.*

Land Use Objective 5.2.1.10. *Continue to work with developers to implement redevelopment plans.*

Land Use Objective 5.2.1.14. *Reevaluate and redefine existing commercial corridors, including the possibility of shrinking some commercial corridors and strengthening others. Encourage neighborhood service-oriented retail only on corner lots in residential neighborhoods.*

Urban Design Plan Objective 5.3.1.3. *Ensure infill development compliments the context and qualities of adjacent neighborhoods with an appropriate scale, massing, and character.*

Urban Design Plan Objective 5.3.1.7. *Ensure design of mixed use and commercial buildings do not result in negative impacts on nearby public or residential areas through the use of unattractive architecture, unsightly building systems, noise, or vehicle parking or loading.*

Housing Objective 5.5.1.2. *Balance housing options in the City, including affordable housing for low and moderate income households. Encourage the*

continued development of a variety of housing ranging from affordable to middle income and market rate units.

Housing Objective 5.5.2.9. *Encourage development of affordable housing on vacant and deteriorated lots.*

Economic Development Plan Objective 5.6.1.5. *Promote continued growth and development of the City's economic base.*

Economic Development Recommendation 5.6.2.6. *Increase residential density in the B2 Main Street Commercial District (recommended B Business District).*

As noted above, the relevant planning policies encourage redevelopment, with an emphasis on diverse housing types, including affordable housing. Additionally, the relevant policies support economic development, infill development, and redevelopment of commercial areas, particularly commercial corridors.

The City is adjacent to four municipalities – Village of Loch Arbor, Interlaken Borough and Ocean Township to the north, Ocean Township and Neptune Township to the west, and Neptune Township to the south. The Redevelopment Area is centrally located in Asbury Park and is a half mile or more from a neighboring municipality. Notwithstanding, review of the Redevelopment Plan against the master plans of the neighboring municipalities reveals that they are not inconsistent with the Redevelopment Plan.

The 2016 Monmouth County Master Plan classifies the City as an Urban and Regional Center, and the 2010 Coastal Monmouth Plan classifies the City as an Arts, Culture and Entertainment Hub. The County Master Plan includes a variety of Goals, Principles and Objectives that are not inconsistent with this Redevelopment Plan, including the following.

Master Plan Goal #3: Promote beneficial development and redevelopment that continues to support Monmouth County as a highly desirable place to live, work, play and stay.

Principle 3.1 Vibrant and Sustainable Communities: Encourage the creation of vibrant communities through a variety of housing choices, energy and transportations options, recreational and cultural offerings, health and safety initiatives, and business opportunities that result in a more sustainable and higher quality-of-life for all residents.

3.1 Objectives:

D. Encourage a range of housing options including types, sizes, styles, and accommodations to meet the needs associated with various lifestyles, life-stages, abilities, and occupations of residents while supporting economic sustainability within the region.

G. *Promote vibrancy, attractiveness, and a diverse array of uses, occupations, services, and amenities for downtowns and business districts.*

H. *Endorse the use of enhanced landscapes, streetscapes, and design amenities that promote safe and secure neighborhoods as well as other attractive and appealing built environments that discourage aversion, crime, and blight.*

Principle 3.2 *Preservation of Community Character: Protect and strengthen the established character of municipalities and their distinct qualities.*

3.2 Objectives:

B. *Support measures to improve communities in need of revitalization or restoration.*

C. *Promote in-fill development and the adaptive reuse of substandard, underutilized, or abandoned structures that complement or improve adjacent land uses and support or enhance neighborhood character resulting in healthier places to live, work, learn, and recreate.*

D. *Promote the development and use of design standards that reinforce neighborhood character and improve the appearance and appeal of special improvement districts, commercial districts and corridors, and redevelopment areas.*

Principle 3.3 *Housing: Encourage a variety of new and rehabilitated housing that will enable populations to more readily cycle through different life-stages, giving residents an opportunity to age in place.*

3.3 Objectives:

A. *Encourage municipalities to monitor the evolving housing market and consider the desirability of changing zoning to accommodate shifts in market demand.*

B. *Encourage housing development in locations that provide access to various modes of travel that could reduce automobile dependency.*

At the statewide level, the State Development and Redevelopment Plan (SDRP) is a policy document that is meant to act as a guide for public and private sector investments throughout the state. The SDRP outlines and designates areas as various Planning Areas. The Study Area is located in the Metropolitan Planning Area 1, known as Planning Area 1. Planning Area 1 is meant to:

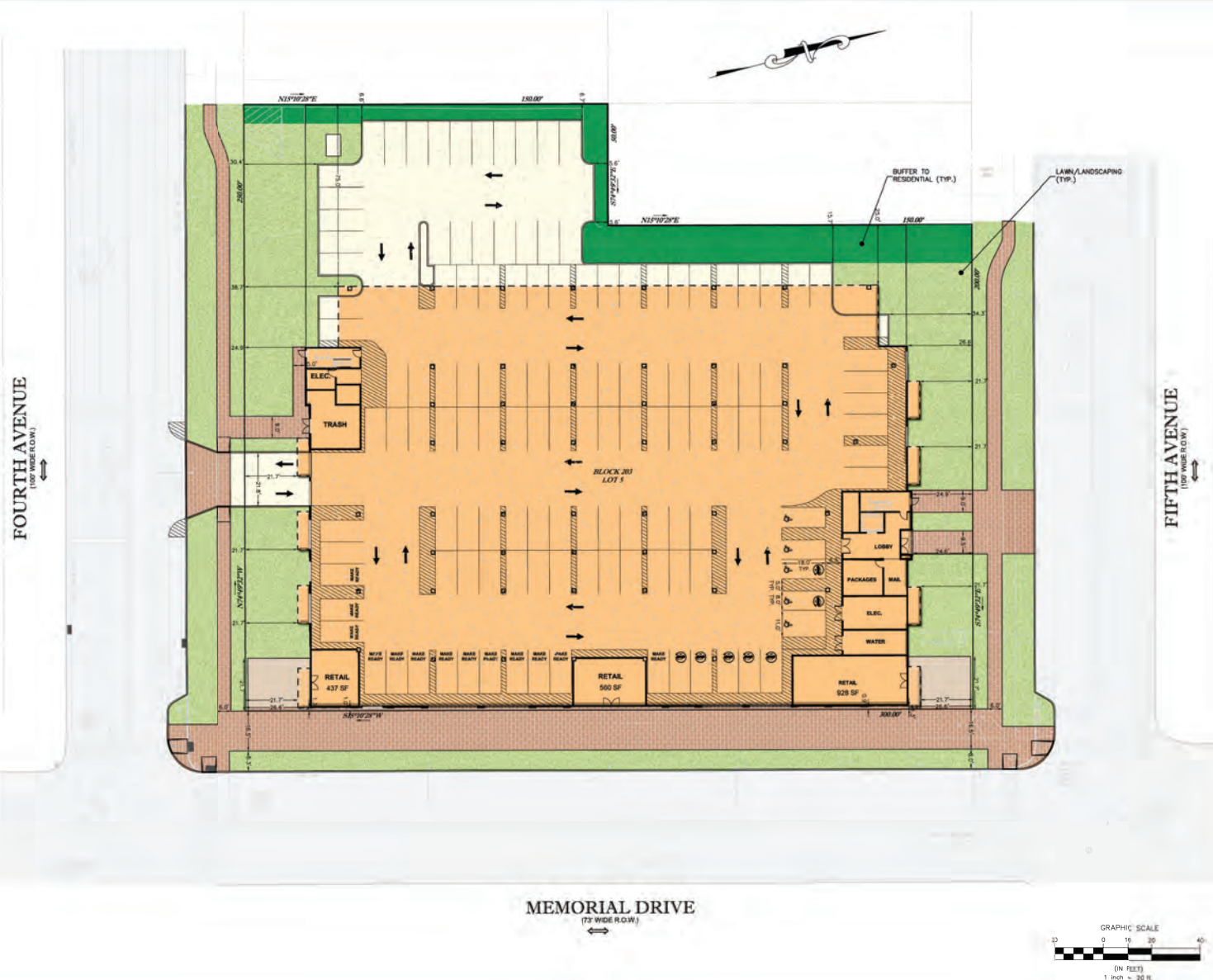
"Provide for much of the state's future redevelopment; revitalize cities and towns; promote growth in compact forms; stabilize older suburbs;

redesign areas of sprawl; and protect the character of existing stable communities."

This intention for Planning Area 1 to provide for much of the State's future redevelopment is consistent with this Redevelopment Plan.



Appendix A
Concept Plan



1201 Memorial Drive

Asbury Park, New Jersey

Redevelopment Plan



Kennedy Consulting
Red Bank, New Jersey
May 31, 2023

Attachment: 240401 Draft 1201 Memorial Redev Plan (2024-11 : 1201 Memorial Drive Redevelopment Plan)

Engineering
neers, LLC



Appendix B
Concept Building Renderings

Memorial Drive Frontage

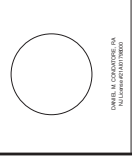


R-03

RENDERING

REVISIONS / ISSUES	
NO.	DATE
1	6/2/2023
BY	PLANNER

1201 MEMORIAL DRIVE
PROPOSED MULTI-FAMILY DEVELOPMENT
1201 MEMORIAL DRIVE
ASBURY PARK, NJ 07712
BLOCK: 203, LOT: 5



mode
ARCHITECTS
601 LAUREL AVENUE, SUITE 200, ASBURY PARK, NJ 07712
TEL: 732.261.1000
WWW.MODE-ARCHITECTS.COM

Memorial Drive and Fifth Avenue Frontage



mode
ARCHITECTS

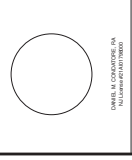
RENDERING

R-01

DESIGNED BY
mode architects

REVISIONS / ISSUES	
NO.	DATE
1	6/25/2020
BY	PLANNER

1201 MEMORIAL DRIVE
PROPOSED MULTI-FAMILY DEVELOPMENT
1201 MEMORIAL DRIVE
ASBURY PARK, NJ 07712
BLOCK: 203, LOT: 5



mode
ARCHITECTS
601 LINDEN AVENUE, SUITE 100
NEW BRUNSWICK, NJ 08901
TEL: 732.245.1000
WWW.MODEARCHITECTS.COM

R-02

DESIGNED BY
mode architects

RENDERING

REVISIONS / ISSUES	
NO.	DATE
1	6/2/2020
2	6/2/2020
3	6/2/2020
4	6/2/2020
5	6/2/2020
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1201 MEMORIAL DRIVE
PROPOSED MULTI-FAMILY DEVELOPMENT
1201 MEMORIAL DRIVE
ASBURY PARK, NJ 07712
BLOCK: 203, LOT: 5



Fifth Avenue Frontage

mode
ARCHITECTS
601 LAUREL AVENUE, SUITE 200
ASBURY PARK, NJ 07712
TEL: 732.261.1000
WWW.MODE-ARCHITECTS.COM



**Asbury Park, New Jersey
ORDINANCE NO. 2024-13**

**ORDINANCE OF THE CITY OF ASBURY PARK CREATING ARTICLE 13-1400,
ENTITLED “LEAD-BASED PAINT INSPECTIONS FOR RESIDENTIAL RENTAL
DWELLINGS,” OF PART 2, “RENTAL PROPERTY,” OF CHAPTER 13, “PROPERTY
IMPROVEMENT AND NEIGHBORHOOD PRESERVATION - PROPERTY
MAINTENANCE CODE,” OF “THE CODE OF THE CITY OF ASBURY PARK”**

WHEREAS, the City of Asbury Park (the “City”) is establishing Article 13-1400, entitled “Lead-Based Paint Inspections for Residential Rental Dwellings,” of Part 2 “Rental Property,” of Chapter 13 “Property Improvement and Neighborhood Preservation - Property Maintenance Code,” of “The Code of the City of Asbury Park” (also referenced as the “City Code”); and

WHEREAS, the Mayor and Council wish to establish new rental property standards in Article 13-1400 of the City Code in accordance with the provisions set forth herein.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, that Article 13-400, entitled “Lead-Based Paint Inspections for Residential Rental Dwellings,” of Part 2 “Rental Property,” of Chapter 13, “Property Improvement and Neighborhood Preservation - Property Maintenance Code,” of “The Code of the City of Asbury Park” is hereby supplemented as follows:

Chapter 13. Property Improvement and Neighborhood Preservation - Property Maintenance Code

Article 13-1400. Lead-Based Paint Inspections For Residential Rental Dwellings.

§13-1400.1 Definitions.

As used in this Section, the following terms shall have the meanings indicated below:

CITY CODE ENFORCEMENT OFFICER

The City Code Enforcement Housing Officer or designee.

DUST WIPE SAMPLING

A sample collected by wiping a representative surface and tested in accordance with a method approved by the United States Department of Housing and Urban Development (HUD) and as conducted pursuant to N.J.A.C. 5:28A-2.3.

LEAD ABATEMENT

Measures designed to permanently eliminate lead-based paint hazards in accordance with standards established by the Commissioner of Community Affairs in compliance with standards promulgated by the appropriate federal agencies.

LEAD ABATEMENT CONTRACTOR

A firm certified by the New Jersey Department of Health to perform lead abatement or interim control work pursuant to N.J.A.C. 5:17.

LEAD ABATEMENT WORKER

An individual certified by the New Jersey Department of Health to perform lead abatement work pursuant to N.J.A.C. 8:62.

LEAD EVALUATION CONTRACTOR

A person certified by the New Jersey Department of Community Affairs to perform lead inspection and risk assessment work pursuant to N.J.A.C. 5:171.1 et seq.

LEAD FREE

A dwelling that has been found to have no outstanding lead-based paint hazards. It does not mean that the dwelling is certified to be lead free.

LEAD INSPECTOR/RISK ASSESSOR

An individual certified by the New Jersey Department of Health to perform lead inspection and risk assessment work pursuant to N.J.A.C. 8:62. This includes the ability to perform dust wipe sampling.

LEAD SAFE

A dwelling that has been found to have no outstanding lead-based paint hazards. It does not mean that the dwelling is certified to be lead free.

LEAD-BASED PAINT

Paint or other surface coating material that contains lead in excess of 1.0 milligram per centimeter squared or in excess of 0.5% by weight, or such other level as may be established by federal law.

LEAD-BASED PAINT HAZARD

Any condition that causes exposure to lead from lead-contaminated dust or soil or lead-contaminated paint that is deteriorated or present on surfaces would result in adverse human health effects.

LEAD-FREE CERTIFICATION

The certificate issued in accordance with N.J.A.C. 5:17, which states that there is no lead-based paint or that the dwelling has undergone lead abatement, in accordance with N.J.A.C. 5:17.

LEAD-SAFE CERTIFICATION

The certification issued pursuant to N.J.A.C. 5:28A, which confirms that a periodic lead-based paint inspection was performed, and no lead-based paint hazards were found. This certification is valid for two years from the date of issuance, in accordance with N.J.A.C. 5:28A-2.4.

MUNICIPAL LEAD INSPECTOR

A lead evaluation contractor retained by the City.

PERIODIC LEAD-BASED PAINT INSPECTION

The initial inspection of all applicable dwelling units at the earlier of two years from the effective date of P.L. 2021, c. 182 (July 22, 2022) (N.J.S.A. 52:27D-437.6), or tenant turnover and, thereafter, the earlier of three years or upon tenant turnover, consistent with N.J.A.C. 5:28A-2.1, for the purposes of identifying lead-based paint hazards in dwellings subject to this section.

REMEDIATION

Interim controls or lead abatement work undertaken in conformance with this section to address lead-based paint hazards.

TENANT TURNOVER

The time at which all existing occupants vacate a dwelling unit and all new tenants move into the dwelling unit or the time at which a new tenant enters a vacant dwelling unit.

VISUAL ASSESSMENT

A visual examination for deteriorated paint or visible surface dust, debris, or residue, and as conducted pursuant to N.J.A.C. 5:28A-2.3.

§13-1400.2. Applicability.

All rental single-family, two-family, and multiple dwelling units must be inspected for lead-based paint hazards in accordance with this section except for the following:

- a. Dwellings constructed during or after 1978.
- b. Single-family and two-family seasonal rental dwelling units that are rented for less than six months' duration each year by tenants that do not have consecutive lease renewals.
- c. Dwelling units that have been certified to be free of lead-based paint pursuant to N.J.A.C. 5:17.
- d. Multiple rental dwelling units constructed prior to 1978 that have been registered with the Department of Community Affairs for at least 10 years and have no outstanding paint violations from the most recent cyclical inspection.

§13-1400.3. Lead-based paint inspections.

- a. All applicable inspections shall apply to interior spaces within dwellings. This is interpreted to include any common areas that tenants of a rental dwelling have access to, including hallways and basements, in two-family and multiple dwelling rentals. Dust wipe samplings are required for all lead-based paint inspections.
- b. Initial inspection. The owner shall have every dwelling unit, as defined under this section, inspected for lead-based paint hazards upon tenant turnover or within two years of the effective date of P.L. 2021, c. 182, July 22, 2022, whichever is sooner. The first inspection must take place no later than July 22, 2024.
- c. Subsequent inspection. After initial inspection, the owner shall have all such dwelling units inspected for lead-based paint hazards every three years or upon tenant turnover after two years. An inspection shall not be required at tenant turnover if it occurs within the two years of a valid lead-safe certification for the dwelling unit.
- d. Every owner of a dwelling unit subject to this section shall be responsible for obtaining the required inspection. The owner is to directly hire and pay for the lead evaluation contractor to conduct the periodic lead-based paint inspections for lead-based paint. Inspections shall be conducted pursuant to N.J.A.C. 5:28A-2.3.
- e. The Code Enforcement Office will provide a list of lead evaluation contractors certified by the New Jersey Department of Community Affairs to perform lead inspection and risk assessment work pursuant to N.J.A.C. 5:171.1 et seq. to owners who request it.

§13-1400.4. City-facilitated inspection.

A Municipal Lead Inspector or vendor designated by the City shall be authorized and empowered to conduct periodic lead-based paint inspections for all applicable rental dwelling units in accordance with N.J.S.A. 52:27D-437.16 and N.J.A.C. 5:28A-1.1 et seq.

- a. Notice of inspection.
 1. Request for an initial lead inspection by a City-facilitated inspector or vendor must be submitted in writing by the property owner a minimum of 10 business days' prior to the scheduled date of tenant turnover. It is the responsibility of the property owner to schedule inspections.
 2. Request for a City-facilitated or vendor inspection must be submitted in writing by the property owner a minimum of 10 business days prior to the scheduled date of tenant turnover or expiration of the required three-year inspection period.
- b. Inspection fees.
 1. Inspection fees shall not exceed five hundred dollars (\$500.00) per rental unit.

2. Inspection fees shall not apply if the property owner hires a private lead evaluation contractor who meets the qualifications of the New Jersey Department of Community Affairs.
- c. Every inspection for which the landlord, tenant, owner or agent has failed to provide access for inspection shall be deemed a failed inspection and the inspection fees shall be forfeited. If an owner desires to cancel an inspection, a written notice of cancellation must be provided to the City a minimum of 24 business hours in advance of the scheduled inspection. Business hours are Monday through Friday, 9:00 a.m. through 5:00 p.m., excluding holidays.

§13-1400.5. Owner option to designate a private lead evaluation contractor.

- a. A dwelling owner or landlord may hire a private lead evaluation contractor certified to provide lead paint inspection services in accordance with N.J.S.A. 52:27D-437.1 et seq., to conduct lead paint inspections and provide lead-safe or lead-free certificates in lieu of obtaining a City-facilitated inspection. Dust wipe samplings are required for all lead-based paint inspections.
- b. The City retains the authority to prohibit an owner from directly hiring a private lead evaluation contractor to conduct a periodic lead-based paint inspection where:
 1. The owner previously opted to hire a lead evaluation contractor to perform the periodic lead-based paint inspection and failed to have the inspection completed.
 2. The City determines there is a conflict of interest between the owner and their lead evaluation contractor of choice.
- c. If the City restricts the owner from directly hiring a private lead evaluation contractor, the City shall provide written notice to the owner that a City-facilitated inspection or inspection through a preferred City vendor is required with applicable fees.

§13-1400.6. Lead-safe certificate.

If no lead-based paint hazards are identified upon inspection, the licensed lead inspector/risk assessor or contractor shall certify the dwelling as lead-safe on the form prescribed from the Department of Community Affairs.

- a. A lead-safe certificate shall be valid for two years from the date of issuance.
 1. If, during the two-year certification period, a lead evaluation contractor, lead inspector/risk assessor, or a local health department conducts an independent inspection or risk assessment and determines that there is a lead-based paint hazard, the lead-safe certification issued pursuant to this section in accordance with N.J.A.C. 5:28A shall be invalid.

2. The lead-safe certification shall not exempt the dwelling from any other law that would require a lead inspection/risk assessment.
- b. Filing fee for certifications issued following inspections.
1. Lead-safe or lead-free certification: \$50 per dwelling unit. This fee shall include a \$20 per unit assessment in accordance with N.J.S.A. 52:27D-437.16(h).
 2. Lead-safe or lead-free certifications dated prior to the effective date of Article 13-1400 shall be assessed a fee of \$20 per unit in accordance with N.J.S.A. 52:27D-437.16(h).
- c. A copy of the lead-safe certificate shall be filed with the City Code Enforcement Officer.

§13-1400.7. Identification of a lead-based paint hazard.

- a. If lead-based paint hazards are identified upon inspection, the inspector shall notify the Department of Community Affairs for review of the findings, in accordance with the Lead Hazard Control Assistance Act.
- b. If the lead-based paint hazard is identified in an inspection of one of the dwelling units in a building consisting of two or more dwelling units, then the lead contractor shall inspect the remainder of the building's dwelling units, with the exception of those dwelling units that have been certified to be free of lead-based paint or which have a valid lead-safe certification.

§13-1400.8. Responsibility for remediation of lead-based paint hazards.

The owner of the dwelling unit shall be responsible for remediation of the lead-based paint hazard. Remediation and any reinspections required following remediation must be conducted consistent with N.J.A.C. 5:28A-2.5. Documentation of such remediation shall be provided to the City Code Enforcement Officer.

§13-1400.9. Owner responsibility.

- a. The owner of the dwelling that is subject to this section shall provide the tenant and City evidence of a valid lead-safe certification obtained pursuant to this section at the time of tenant turnover. The owner shall also affix a copy of any such certification as an exhibit to the tenant's lease.
- b. The owner shall notify the City in writing to schedule the lead paint hazard inspection.
- c. The owner of a multiple dwelling that is subject to this section shall provide evidence of the most recent tenant turnover, at the time of any cyclical inspection performed pursuant to the Hotel and Multiple Dwelling Law, N.J.S.A. 55:13A-1 et seq.

- d. The owner of a dwelling that is subject to this section shall maintain a record of the lead-safe certification, which shall include the name or names of a unit's tenants, if the inspection was conducted during a period of tenancy.
- e. The owner of any dwelling subject to this section shall inform the City Code Enforcement Officer of all tenant turnover activity to ensure any required inspection may be scheduled.
- f. The owner of a dwelling shall provide a copy of this section, and any lead-safe certifications issued pursuant thereto, along with the accompanying guidance document, "Lead-Based Paint in Rental Dwellings," to any prospective owners of the dwelling during a real estate transaction, settlement, or closing.

§13-1400.10. Violations and penalties.

- a. Pursuant to N.J.S.A. 52:27D-437.6 and N.J.A.C. 5-28A-4.1, the City Code Enforcement Officer is authorized to conduct investigations and issue penalties in order to enforce an owner's failure to comply with this section.
- b. A property owner/landlord shall comply with the requirements of P.L. 2021, c. 182, and this section. If a City Code Enforcement Officer determines that a property owner has failed to comply with the inspection requirements of this section, the property owner shall be given a thirty-day notice to cure any violation by ordering the necessary inspection or by initiating any required remediation. If the dwelling owner has not cured the violation within 30 days, the owner shall be subject to a penalty not to exceed \$1,000 per week until the required inspection has been conducted or remediation efforts initiated. Remediation efforts shall be considered to be initiated when the dwelling owner has hired a lead abatement contractor or other qualified party to perform lead hazard control methods.
- c. Any other violation of the provisions of this section shall be subject to a fine of not less than \$50 nor more than \$500 for each offense.

BE IT FURTHER ORDAINED, that all other provisions of Chapter 13 of the City Code which are not referenced in this Ordinance shall remain unaffected/unchanged and remain in full force and effect.

BE IT FURTHER ORDAINED, that all parts and provisions of any Ordinance which are inconsistent with the provisions of this Ordinance shall be repealed to the extent of such inconsistency.

BE IT FURTHER ORDAINED, that the provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.

BE IT FURTHER ORDAINED, that this Ordinance shall take effect upon final passage and publication in accordance with the law, following the required twenty (20) day period after adoption, as set forth in N.J.S.A. 40:69A-181(b).

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2024-13 which was finally adopted by the City Council at a meeting held on the 8th day of May, 2024

LISA ESPOSITO
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2024-14**

**ORDINANCE OF THE CITY OF ASBURY PARK AMENDING AND
SUPPLEMENTING ARTICLE 13-1300, ENTITLED “SHORT-TERM RENTALS,” OF
PART 2, “RENTAL PROPERTY,” OF CHAPTER 13, “PROPERTY IMPROVEMENT
AND NEIGHBORHOOD PRESERVATION - PROPERTY MAINTENANCE CODE,” OF
“THE CODE OF THE CITY OF ASBURY PARK”**

WHEREAS, the City of Asbury Park (the “City”) previously established Article 13-1300, entitled “Short-Term Rentals,” of Part 2 “Rental Property,” of Chapter 13 “Property Improvement and Neighborhood Preservation - Property Maintenance Code,” of “The Code of the City of Asbury Park” (also referenced as the “City Code”); and

WHEREAS, the Mayor and Council wish to revise Article 13-1300 of the City Code in accordance with the provisions set forth herein.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, that Section 8-11, entitled “Rates; Display of Rates Required,” of Chapter 8, “Taxicabs, Liveries and Valet Parking,” of “The Code of the City of Asbury Park” is hereby amended and supplemented as follows (additions are shown with underline; deletions are shown with ~~strikethrough~~):

Chapter 13. Property Improvement and Neighborhood Preservation - Property Maintenance Code

Part 2. RENTAL PROPERTY

Article 13-1300. Short-Term Rentals

§ 13-1300. SHORT-TERM RENTALS.

§ 13-1300.1. Purpose.

The Asbury Park City Council finds and declares that the short-term rental of limited residential dwelling units within the City benefits the local community by affording owners of such units the ability to garner additional income from their real property (also referenced as "property") in order to diminish the financial burden of carrying costs and maintenance expenses related to the property, as well as providing travelers with an alternative option for accommodations in the City, thereby promoting the local travel and tourism industry, and contributing to the economic vitality of the City. Notwithstanding those benefits, the City Council also finds and declares that certain transitory uses of residential property tend to affect the residential character of the

community and, if unregulated, can be injurious to the health, safety and welfare of the community.

The intended purposes of this Section are to: a) balance the rights of the owners of residential dwelling units proposed for short-term rental use and the City's business community affected by the allowance and existence of short-term rentals; b) protect the public health, safety and general welfare of individuals and the community at large; c) provide for an organized and reasonable process for the short-term rental of certain defined classifications of residential dwelling units in the City; d) monitor and provide a reasonable means for the mitigation of impacts created by such transitory uses of residential properties within the City of Asbury Park; e) preserve and protect the long-term housing market stock in the City; f) implement rationally based and reasonably tailored regulations to protect the integrity of the City's residential neighborhoods, and g) ensure that the short-term rental property inventory in the City satisfies basic property maintenance standards, in order to protect the safety of occupants and the citizens of the City.

The Asbury Park City Council has therefore determined that it shall be unlawful for any owner of any property within the geographic bounds of the City of Asbury Park, New Jersey, to rent or operate a short-term rental contrary to the procedures and regulations established in this Section, or applicable State statute.

§ 13-1300.2. Authority.

In accordance with New Jersey law, a municipality may make and enforce within its limits all ordinances and regulations not in conflict with general laws, as it may deem necessary and proper for the good government, order and protection of persons and property, and for the preservation of the public health, safety and welfare of the municipality and its inhabitants. The City of Asbury Park hereby adopts the within Ordinance in accordance with said authority.

§ 13-1300.3. Definitions.

As used in this Section, the following terms shall have the meanings indicated below:

HOTEL

Establishments as defined in N.J.A.C. 18:24-3.4, as amended from time to time.

OWNER

shall mean an individual or entity holding title to a property proposed for short-term rental, by way of a legally recorded Deed.

OWNER-OCCUPIED

shall mean the owner of the property resides in the short term rental property (also referenced as "STRP"), or in the principal residential unit with which the STRP is associated on the same lot, and identifies same as his or her principal residence as that term is defined in this Section. For purposes of this Section, if the owner of the property is an entity other than an individual or individuals, then at least one principal or member of the owner entity must reside in the STRP, or in the principal residential unit with

which the STRP is associated on the same lot, and identify same as his or her principal residence as that term is defined in this Section.

PRINCIPAL RESIDENCE

shall mean the address: (1) where at least one of the property owners spends the majority of his or her non-working time, and (2) which is most clearly the center of his or her domestic life, and (3) which is identified on his or her driver's license, state identification card as being his or her legal address, and (4) which is shown on the front page of his or her most recent Federal 1040 tax return, and (5) which is ~~recorded with the United States Postal Service as their primary residence~~ shown on a bank statement within the past three months. All the above requirements must be met in order for an address to constitute being a principal residence for purposes of this Section.

PROPERTY

shall mean a parcel of real property located within the boundaries of the City of Asbury Park, Monmouth County, New Jersey.

RESPONSIBLE PARTY

shall mean both the short-term rental property owner and a person (property manager) designated by the owner to be called upon and be responsible at all times during the period of a short-term rental and to answer for the maintenance of the property, or the conduct and acts of occupants of the short-term rental property, and, in the case of the property manager, to accept service of legal process on behalf of the owner of the short-term rental property.

SECTION

shall mean Article **13-1300**, Entitled "Short-Term Rentals," as contained within Part 2, "Rental Property," of Chapter XIII, "Property Improvement and Neighborhood Preservation - Property Maintenance Code," of the Code of the City of Asbury Park, New Jersey.

SHORT-TERM RENTAL (also referenced as "STR")

shall mean the accessory use of a dwelling unit for occupancy by someone other than the unit's owner or permanent resident for a period of thirty (30) or less consecutive days, up to a cumulative total period of not to exceed one hundred eighty (180) days in a calendar year, which dwelling unit is regularly used and kept open as such for the lodging of guests, and which is advertised or held out to the public as a place regularly rented to transient occupants, as that term is defined in this Section.

SHORT-TERM RENTAL PROPERTY (also referenced as "STRP")

shall mean a residential dwelling unit as defined in Chapter XIII of the Code of the City of Asbury Park, that is used and/or advertised for rent as a short-term rental by transient occupants as guests, as those terms are defined in this Section. Dwelling units rented to the same occupant for more than thirty (30) continuous days, licensed Bed and Breakfast establishments, licensed rooming or boarding houses, hotels, and motels shall not be considered Short-Term Rental Property.

SHORT-TERM RENTAL PROPERTY AGENT

shall mean any New Jersey licensed real estate agent or other person designated and charged by the owner of a short-term rental property, with the responsibility for making the STR application to the City on behalf of the owner, and fulfilling all of the obligations in connection with completion of the short-term rental property permit application process on behalf of the owner. Such person shall be available for, and responsive to contact on behalf of, the owner, at all times.

TRANSIENT OCCUPANT

shall mean any person or a guest or invitee of such person, who, in exchange for compensation, occupies or is in actual or apparent control or possession of residential property, which is either: (1) registered as a short-term rental property, or (2) satisfies the definition of a short-term rental property, as such term is defined in this Section. It shall be a rebuttable presumption that any person who holds themselves out as being an occupant or guest of an occupant of the short-term rental is a transient occupant.

§ 13-1300.4. Regulations Pertaining to Short-Term Rentals.

- a. It shall be unlawful for any owner of any property within the geographic bounds of the City of Asbury Park, New Jersey, to rent or operate a short-term rental contrary to the procedures and regulations established in this Section or applicable State statute.
- b. Short-term rentals shall be permitted to be conducted in the following classifications of property in the City of Asbury Park:
 1. Condominium units, where the Condominium Association By-Laws or Master Deed permit a short-term rental, and where the owner of the unit legally identifies the address as his or her principal residence;
 2. Individually or collectively owned single-family residences, which one of the owners legally identifies as the address of his or her principal residence, as that term is defined herein;
 3. Up to two separate units within a two-family residential dwelling, where one of the two units is occupied by the owner and identified by the owner as his or her principal residence, as that term is defined herein;
 4. Not more than two separate units in any multifamily residential dwelling, where one other unit in the same dwelling is occupied by the owner and identified by the owner as his or her principal residence, as that term is defined herein; and
 5. Not more than two bedrooms within a single-family residential dwelling unit, where the bedrooms share common kitchen and bathroom facilities with the occupant of the dwelling unit, and the remainder of the single-family dwelling unit is occupied by the owner and identified by the owner as his or her principal residence, as that term is defined herein.

- c. Notwithstanding the provisions of Subsection **b.** above, short-term rentals shall not be permitted in boarding or rooming houses, dormitories, foster homes, adult family care homes, assisted living facilities, community residences for developmentally disabled persons, community shelters for victims of domestic violence, or nursing homes. Further, short term rental of the following properties is prohibited:
1. Condominiums or townhomes, where the Condominium Association By-Laws or Master Deed, or Condominium Rules and Regulations, do not permit such short-term rental of condominium units in the development;
 2. An individually or collectively owned single-family residential dwelling unit, which address none of the owners legally identifies as his or her principal residence;
 3. A unit in a two-family residential dwelling, where the other unit is not occupied by the owner nor legally identified by the owner as his or her principal residence;
 4. Two or more units in a multi-family residential dwelling, and where one of the other units is not occupied by the owner nor legally identified by the owner as his or her principal residence;
 5. A room within a single-family, two-family or multi-family residential dwelling unit, where the room shares common kitchen and bathroom facilities with the occupant(s) of the dwelling unit in which it is located, which occupant(s) is neither the owner of the dwelling unit nor identifies the remainder of the dwelling unit in the single-family, two-family or multi-family residence as his or her principal residence.
 6. Two or more individual rooms within a single-family, two-family or multi-family residential dwelling unit, where the rooms share common kitchen and bathroom facilities with the occupant(s) of the dwelling unit(s) in which they are located, which occupant(s) is neither the owner of the dwelling unit nor identifies the remainder of the dwelling unit in the single-family, two-family or multi-family residence as his or her principal residence.
- d. Notwithstanding the prohibitions set forth in Subsections c1 through c6 above, in the event that a property owner was eligible under, and complied with the regulations of, the prior Summer Rental License Ordinance (which was found at former Section 12-8 of the City Code) during the calendar year 2017, and that owner made application for, registered and received a valid Summer Rental License in 2017 pursuant to the (former) Summer Rental License Ordinance, then that property owner, if intending to apply for a short-term rental permit pursuant to this Section, shall be exempt from the specific requirement set forth above which mandates that the short-term rental property must be the principal residence of the owner applying for a short-term rental permit.

e. The exemption and right specified in Subsection **d.** above, however, shall be limited and restricted only to the owner of the property that received a valid 2017 Summer Rental License, and shall not run with the land to subsequent purchasers, grantees or transferees, unless otherwise stated in Subsection **g** below. This exemption shall extinguish upon the occurrence of any of the following:

1. The owner of the property allowing the expiration of the STR permit, without having made a timely application for renewal of the permit prior to its expiration date; or
2. The revocation of the STR permit for any violation(s) as set forth in this Section; or
3. The sale or transfer of title to the property to any other individual, or entity, whether or not any of the current owner(s) is a principal or member in the grantee entity.

In the event of the occurrence of any of the above events, then the property shall no longer be afforded the benefit of this exemption, and the owner must comply with all of the requirements of this Section, including the principal residence provision, in order to obtain a valid STR permit.

f. The provisions of this Section shall apply to short-term rentals as defined in § **13-1300.3** above. The following do not qualify as a privately-owned residential dwelling unit, as that term is used herein, and therefore do not need to obtain a short-term rental permit pursuant to this Section: any hotel, motel, studio hotel, rooming house, dormitory, public or private club, bed and breakfast inn, convalescent home, rest home, home for aged people, foster home, halfway house, transitional housing facility, or other similar facility operated for the care, treatment, or reintegration into society of human beings; any housing owned or controlled by an educational institution and used exclusively to house students, faculty or other employees with or without their families; any housing operated or used exclusively for religious, charitable or educational purposes; or any housing owned by a governmental agency and used to house its employees or for governmental purposes.

g. A property owner shall be able to transfer a legal short-term rental to family, an estate, etc., upon death and not lose the rights vested as per this section.

§ 13-1300.5. Short-Term Rental Permit, Permit Registration Fee/Application, and Certificate of Occupancy.

a. In addition to any land use requirement(s) set forth by the City of Asbury Park Land Use Regulations, the owner/operator of a short-term rental property shall obtain a short-term rental permit from the City of Asbury Park Department of Property Improvement and Neighborhood Preservation, before renting or advertising for rent any short-term rental.

- b. No person or entity shall operate a STRP, or advertise a residential property for use as a STRP, without the owner/operator of the property first having obtained a STR permit issued by the City of Asbury Park Department of Property Improvement and Neighborhood Preservation. The failure to obtain a valid STR permit prior to advertising the short-term rental property in any print, digital, or internet advertisement or web-based platform, and/or in the MLS or any realtor's property listing shall be a violation of this Section. No STR permit issued under this Section may be transferred or assigned or used by any person or entity, other than the owner to whom it is issued, or at any property location or dwelling unit other than the property for which it is issued.
- c. An owner of property intended to serve as a short-term rental property, as defined herein, or any agent acting on behalf of the owner, shall submit to the City of Asbury Park Department of Property Improvement and Neighborhood Preservation, a short-term rental permit application provided by the City, along with an annual application/registration fee of \$500. Said fee shall be non-refundable, including in the event that the application is denied. The fee shall also constitute the required fee for the rental Certificate of Occupancy application, referenced below.
- d. The short-term rental permit, if granted, shall be valid for a period of one year from the date of issuance.
- e. The owner of a short-term rental property, as defined herein, or any agent acting on behalf of the owner, who intends to rent all of the property, or any permitted part thereof as a short-term rental, shall also make application to the Department of Property Improvement and Neighborhood Preservation, in conjunction with the short-term rental permit application, for the issuance of a rental Certificate of Occupancy for the short-term rental property, on such forms as required by that Department.
- f. A short-term rental permit and rental Certificate of Occupancy shall be renewed on an annual basis, based upon the anniversary of the original permit issuance, by submitting to the Department of Property Improvement and Neighborhood Preservation, a short-term rental permit application and rental Certificate of Occupancy application and a renewal registration fee of \$100. A reinspection fee of \$85 shall apply for each failed reinspection.
- g. The short-term rental permit shall expire automatically when the short-term rental property changes ownership, and a new initial application and first-time registration fee will be required in the event that the new owner intends to use the property as a short-term rental property. A new application and first-time registration fee shall also be required for any short-term rental that had its short term rental permit revoked or suspended.

§ 13-1300.6. Application Process for Short-Term Rental Permit and Inspections.

- a. Applicants for a short-term rental permit shall submit, on an annual basis, an application for a short-term rental permit to the City of Asbury Park Department of Property

Improvement and Neighborhood Preservation. The application shall be furnished, under oath, on a form specified by the City Manager, accompanied by the non-refundable application fee as set forth in § **13-1300.5** above. Such application shall include:

1. The name, address, telephone number and email address of the owner(s) of record of the dwelling unit for which a permit is sought. If such owner is not a natural person, the application must include and identify the names of all partners, officers and/or directors of any such entity, and the personal contact information, including address, telephone numbers as well as email address for each of them;
2. The address of the unit to be used as a short-term rental;
3. A copy of the driver's license, or state identification card of the owner of the short-term rental property, confirming, as set forth in this section, that the property is the principal residence, as that term is defined herein, of the owner making application for the STR permit. In addition, the applicant must provide:
 - (a) A copy of applicant's front page of the Federal 1040 tax return where the tax identification number and financial information has been redacted or made illegible (past immediate two years for initial permit applications; the immediate past year for renewals).
 - ~~(b) United States Postal Service address record indicating that the application property is the primary residence where the property owner receives their postal mail.~~
 - (b) A copy the applicant's bank statement with account numbers redacted from the past three months showing the applicant's address.
4. The owner's sworn acknowledgement that they comply with the requirement that the short-term rental property constitutes the owner's principal residence, as defined in § **13-1300.3** above, or that the owner is entitled to an exemption from that requirement as set forth in § **13-1300.4d** above;
5. The name, address, telephone number and email address of the short-term rental property agent, which shall constitute his or her 7 day a week, 24- hour a day contact information;
6. The name, address, telephone number and email address of the short-term rental property responsible party, which shall constitute his or her 7 day a week, 24-hour a day contact information;
7. The owner's sworn acknowledgement that he or she has received a copy of this Section, has reviewed it, understands its requirements and certifies, under oath, as to the accuracy of all information provided in the permit application;

8. The number and location of all parking spaces available to the premises, which shall include the number of legal off-street parking spaces and on-street parking spaces directly adjacent to the premises. The owner shall certify that every effort will be made to avoid and/or mitigate issues with on-street parking in the neighborhood in which the short-term rental is located, resulting from excessive vehicles generated by the short-term rental of the property, in order to avoid a shortage of parking for residents in the surrounding neighborhood;
 9. The owner's agreement that all renters of the short-term rental property shall be limited to one (1) vehicle per two occupants in the short-term rental property;
 10. The owner's agreement to use his or her best efforts to assure that use of the premises by all transient occupants will not disrupt the neighborhood, and will not interfere with the rights of neighboring property owners to the quiet enjoyment of their properties; and
 11. Any other information that this Section requires a property owner to provide to the City in connection with an application for a rental certificate of occupancy. The City Manager or their designee shall have the authority to obtain additional information from the STRP owner/applicant or amend the permit application to require additional information, as necessary, to achieve the objectives of this Section.
 12. The owner's agreement to provide upon request full access to their online listing provider to affirm and validate compliance with this Section. Failure to comply with this request may result in suspension or permanent revocation of the STRP.
- b. Every application for a short-term rental permit shall require annual inspections for the STRP's compliance with the City's fire safety regulations and Property Maintenance Code. In addition, each application is subject to review to verify the STRP's eligibility for use as a short-term rental and compliance with the regulations in this section. Failure to abate any outstanding violations prior to occupancy can result in a summons.
 - c. For a condominium short-term rental permit application, a letter of approval by the condominium association must be submitted with the application.
 - d. A zoning permit, which states that the premises are not being occupied or used in violation of the City's Land Use Regulations and Zoning Ordinance, shall be required.
 - e. A sworn statement shall be required that there have been no prior revocations or suspensions of this or a similar license, in which event a license shall not be issued, which denial may be appealed as provided hereinafter.
 - f. Attached to and concurrent with submission of the permit application described in this Section, the owner shall provide:

1. Proof of the owner's current ownership of the short-term rental unit;
 2. Proof of general liability insurance in a minimum amount of \$500,000;
 - and
 3. Written certifications from the short-term rental property agent and responsible party that they agree to perform all of the respective duties specified in this Section.
- g. The STRP owner/permit holder shall publish the short-term rental permit number issued by the City in every print, digital, or internet advertisement, and/or in the Multiple Listing Service (hereinafter "MLS") or other real estate listing of a real estate agent licensed by the NJ State Real Estate Commission, in which the short-term rental property is advertised for rent on a short term basis.
 - h. Each and every time there is a change of occupancy by transient occupants during the year when the permit is active, the STRP owner, or short-term rental property agent must provide the City with information as to the identity of all transient occupants who will be occupying the STRP, on a form to be made available by the Department of Property Improvement and Neighborhood Preservation or in electronic format on the City website. The intent is that the City shall have basic identifying information of all occupants of the STRP at all times, just as required by the City in conjunction with any standard rental Certificate of Occupancy application, which information shall include the occupant's or occupants' names and ages, and the dates of the commencement and expiration of the term of each short-term rental period of the respective occupant(s).
 - i. In no event shall a short-term rental property be rented to anyone younger than twenty-one (21) years of age. The primary occupant of all short-term rentals executing the agreement between the owner and the occupant must be over the age of twenty-one (21), and must be the party who will actually occupy the property during the term of the short-term rental. The primary occupant may have guests under the age of twenty-one (21) who will share and occupy the property with them. Both the primary occupant executing the short-term rental agreement and the STRP owner shall be responsible for compliance with this provision, and shall both be liable for a violation, where the property is not occupied by at least one adult over the age of twenty-one, during the term of the short term rental;
 - j. The City Manager or their designee may waive irregularities within this Section upon its implementation.

§ 13-1300.7. Issuance of Permit and Appeal Procedure.

- a. Once an application is submitted, complete with all required information and documentation and fees, the Department of Property Improvement and Neighborhood Preservation, following any necessary investigation for compliance with this Section,

shall either issue the short-term rental permit and Certificate of Occupancy, or issue a written denial of the permit application (with the reasons for such denial being stated therein), within ten (10) business days.

- b. If denied, the applicant shall have ten (10) business days to appeal in writing to the City Manager, by filing the appeal with the City Manager's Office.
- c. Within thirty (30) days thereafter, the City Manager or their designee shall hear and decide the appeal. Any further appeal thereafter shall be made to the Superior Court of New Jersey.
- d. A permit shall only be issued after all outstanding violations have been abated.

§ 13-1300.8. Short-Term Rental Operational Requirements.

- a. All short-term rentals must comply with all applicable rules, regulations and ordinances of the City of Asbury Park and all applicable rules, regulations and statutes of the State of New Jersey, including regulations governing such lodging uses, as applicable. The STRP owner shall ensure that the short-term rental is used in a manner that complies with all applicable laws, rules and regulations pertaining to the use and occupancy of a short term rental.
- b. A dwelling unit shall be limited to a single short-term rental contract at a time.
- c. The owner of a STRP shall not install any advertising or identifying mechanisms, such as signage, including lawn signage, identifying the property for rent as a short-term rental property.
- d. Transient occupants of the STRP shall comply with all ordinances of the City of Asbury Park including, but not limited to those ordinances regulating noise and nuisance conduct. Failure of transient occupants to comply shall subject the transient occupants, the owner of the STRP, the Responsible Party and the Short-Term Rental Agent listed in the short term rental permit application, to the issuance of fines and/or penalties, and the possibility of the revocation or suspension of the STRP permit.
- e. The owner of a STRP shall post the following information in a prominent location within the short term rental:
 - 1. Owner name; if owner is an entity, the name of a principal in the entity, and phone number for the owner (individual);
 - 2. The names and phone numbers for the Responsible Party and the Short-Term Rental Agent (as those terms are defined in this Section);
 - 3. The phone numbers for the Asbury Park Police Department, the Asbury Park Fire Department, the City of Asbury Park Department of Code Enforcement and the

City of Asbury Park Department of Property Improvement and Neighborhood Preservation;

4. The maximum number of parking spaces available on site;
 5. Trash and recycling pick-up day, and all applicable rules and regulations regarding trash disposal and recycling;
 6. A copy of the City of Asbury Park Animal House Ordinance and this Section; and
 7. Notification that a guest, Transient Occupant, the Short-Term Rental Property Agent, the Responsible Party or STRP owner may be cited or fined by the City of Asbury Park Police Department or the City of Asbury Park Department of Property Improvement and Neighborhood Preservation, for violations of, and in accordance with any applicable Ordinance(s) of the City of Asbury Park;
- f. In the event any complaints are received by the Asbury Park Police Department or the Department of Property Improvement and Neighborhood Preservation regarding the short-term rental and/or the Transient Occupants in the STRP, and the owner of the STRP is unreachable or unresponsive, both the Responsible Party and the Short-Term Rental Agent listed in the short-term rental permit application shall have the responsibility to take any action required to properly resolve such complaints, and shall be authorized by the STRP owner to do so.
 - g. While a STRP is rented, the owner, the Short-Term Rental Agent, or the Responsible Party shall be available twenty-four hours per day, seven days per week for the purpose of responding within two (2) hours to complaints regarding the condition of the STRP premises, maintenance of the STRP premises, operation of the STRP, or conduct of the guests at the STRP, or nuisance complaints from the Asbury Park Police Department or neighbors, arising by virtue of the short-term rental of the property.
 - h. If the STRP is the subject of two (2) or more substantiated civil and/or criminal complaints, the City Manager or their designee may revoke the short-term rental permit issued for the property, in which case, the STRP may not be the subject of a new STRP permit application for one (1) year following the date of revocation of the permit.
 - i. Failure to make application for, and to obtain the issuance of, a short-term rental permit prior to advertising the STRP in print publications or newspapers, on any internet-based booking platforms, or online, and/or in the MLS or other real estate listing of a real estate agent licensed by the NJ State Real Estate Commission, shall be equivalent to operation of the STRP without a permit, and shall constitute a violation of this Code, and will result in enforcement action and the issuance of a Summons, and shall subject the STRP owner, the Short-Term Rental Agent, and the Responsible Party to issuance of fines and/or penalties.
 - j. The person offering a dwelling unit for short-term rental use must be the owner of the

dwelling unit. A tenant of a property may not apply for a short-term rental permit, nor shall the property or any portion thereof be sub-leased by the tenant on a short-term basis, or operated as a STRP by the tenant. This STRP regulation shall supersede any conflicting provision in a private lease agreement permitting sub-leasing of the property, or any portion of the property. Violation of this Section will result in enforcement action against the tenant, the STRP owner, the Short Term Rental Agent, and the Responsible Party, and will subject all such parties to the issuance of a Summons and levying of fines and/or penalties.

- k. In the event that the City receives three (3) substantiated complaints concerning excessive vehicles belonging to the transient occupants of a STRP, the short-term rental permit for the property is subject to suspension or revocation by the City Manager or their designee. Short-term rental permit holders shall not operate under the terms of this Section during a period of suspension or revocation until such time as the period of suspension or revocation has ended, and the STRP owner is formally notified that they may resume operation. Any appeal of the City Manager's determination to suspend or revoke a short-term rental permit shall be made to the Superior Court of New Jersey.
- l. The STRP owner must be current with all tax and sewer charges assessed to the property prior to the issuance of a short-term rental permit. In the event that any code violations have been issued by the City relating to the STRP, a short-term rental permit shall not be issued until such time as such violations have been properly abated. The STRP owner must also close any open construction permits for the property prior to the issuance of a short-term rental permit.
- m. All fines or penalties issued by the Municipal Court for the City of Asbury Park for any past code violations relating to the STRP, including penalties for failure to appear in Court, must be satisfied in full prior to the issuance of a short-term rental permit.

§ 13-1300.9. Violations and Penalties.

- a. A violation of any provision of the within section may subject the STRP owner, transient occupant(s), the short-term property rental agent, and the responsible party or their agents to fines assessed by the Court up to \$2,000 per violation, per day that the violation exists.
- b. Any ordinances or parts thereof inconsistent herewith shall be amended and supplemented to conform to the provisions contained herein.
- c. If any part of this section is declared unconstitutional or illegal by any court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- d. This section shall take effect upon final passage and publication in accordance with the laws of the State of New Jersey, following the required twenty-day period after adoption, as set forth in N.J.S.A. 40:69A-181(b).

BE IT FURTHER ORDAINED, that all other provisions of Chapter 8 of the City Code

which are not referenced in this Ordinance shall remain unaffected/unchanged and remain in full force and effect.

BE IT FURTHER ORDAINED, that all parts and provisions of any Ordinance which are inconsistent with the provisions of this Ordinance shall be repealed to the extent of such inconsistency.

BE IT FURTHER ORDAINED, that the provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.

BE IT FURTHER ORDAINED, that this Ordinance shall take effect upon final passage and publication in accordance with the law, following the required twenty (20) day period after adoption, as set forth in N.J.S.A. 40:69A-181(b).

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2024-14 which was finally adopted by the City Council at a meeting held on the 8th day of May, 2024

LISA ESPOSITO
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2024-15**

**ORDINANCE OF THE CITY OF ASBURY PARK, IN THE COUNTY OF
MONMOUTH, STATE OF NEW JERSEY, PROVIDING FOR THE SPECIAL
ASSESSMENT OF THE COST OF CERTAIN WASTEWATER, STORMWATER,
ROADWAY, STREETScape, UTILITY AND OTHER INFRASTRUCTURE
IMPROVEMENTS ON BLOCK 4205, LOTS 2 AND 3 WITHIN THE ASBURY PARK
WATERFRONT REDEVELOPMENT AREA AND ESTABLISHING A MECHANISM
FOR PAYMENT OF THE COST THEREOF**

WHEREAS, pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A1 et seq. (the “Redevelopment Law” or the “Act”) and that certain redevelopment plan dated as of June 5, 2002 (as amended and supplemented from time to time, the “Redevelopment Plan”), the City of Asbury Park (the “City”), in the County of Monmouth, State of New Jersey, and Asbury Partners, LLC (the “Master Developer”) entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002 (as the same may be amended and supplemented in accordance with its terms, the “Redeveloper Agreement”) with respect to the Waterfront Redevelopment Area, as defined therein; and

WHEREAS, in order to finance the cost of the infrastructure improvements contemplated by the Redeveloper Agreement, the City has determined that the cost of the infrastructure improvements should be assessed pursuant to N.J.S.A. 40:56-1 et seq. (the “Local Improvements Law”) and/or pursuant to an assessment agreement under the Redevelopment Area Bond Financing Law pursuant to N.J.S.A. 40A:12A-64 et seq. (the “RAB Law”); and

WHEREAS, pursuant to Section 7.1 of the Redeveloper Agreement, the Master Developer is responsible for the costs of certain wastewater, stormwater, roadway, streetscape, utility and other infrastructure improvements (the “Infrastructure Improvements”) within the Waterfront Redevelopment Area, including with respect to Block 4205, Lots 2 and 3 (the “Property”), which Infrastructure Improvements, in whole or in part, constitute:

- (i) redevelopment projects (collectively, the “Infrastructure Redevelopment Project”) to be undertaken pursuant to the Redevelopment Plan in the Waterfront Redevelopment Area, all as contemplated by the Redevelopment Law and RAB Law, and
- (ii) local improvements within the meaning, and for the purposes set forth in the Local Improvement Law for which a special assessment may be imposed; and

WHEREAS, the Master Developer has with entered into a Subsequent Developer

Agreement with PHM Sunset Square Urban Renewal LLC (the “Subsequent Developer”) and the City, dated August 28, 2023, pursuant to which the Subsequent Developer assumed certain rights and obligations of the Master Developer; and

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

WHEREAS, the City wishes to enter into a Special Assessment Agreement with the Subsequent Developer for the special assessment of certain Infrastructure Improvements, as listed in Exhibit A of the Special Assessment Agreement, attached hereto as **Exhibit A**.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY, AS FOLLOWS:

Section 1. The defined terms set forth in the recitals contained in this Ordinance are incorporated by reference as it is set forth at length herein.

Section 2. The purpose of this special assessment ordinance is to establish a mechanism for imposing special assessments of all or a portion the cost of the Infrastructure Improvements to be developed, financed and constructed on or benefiting the Property in accordance with the requirements of the Redevelopment Agreement. to be developed financed and constructed on or benefiting the Property in accordance with the requirements of the Redevelopment Agreement. The Infrastructure Improvements will consist of the design, financing, construction and installation of various infrastructure improvements, including but not limited to, wastewater, stormwater, streetscape and utility improvements, including all work necessary therefor and incidental thereto with respect to the Property.

Section 3. Notice is hereby given to the owners of the Property that the City intends to make and levy special assessments against all such Property in the amount and at the time that such Infrastructure Improvements have been completed or at such later time as the City may determine. The actual costs of such Infrastructure Improvements shall be established at the time of installation as certified to the City Engineer, provided that the special assessments for any Property affected by this ordinance shall be made and levied in the manner provided by law and shall be as nearly as possible in proportion to and not in excess of the peculiar benefit, advantage or increase in value that the Property shall be deemed to receive by reason of the Infrastructure Improvements.

Section 4. The following additional matters are hereby determined, declared, recited and stated:

(a) The amount of any special assessment (“Special Assessment”) levied against the

Property shall be determined, at the option of the owner of the Property, in accordance with:

- (i) the procedure set forth in the Local Improvements Law; or
- (ii) pursuant to a special assessment agreement entered into by and between the City and the affected property owner under N.J.S.A. 40A:12A-66 of the RAB Law ("Special Assessment Agreement").

(b) Whether levied under the Local Improvements Law or a Special Assessment Agreement under Section 66 of the RAB Law, the Special Assessments shall be paid over a 30 year period in quarterly installments payable at the time and in the manner that generally applicable property taxes are required to be paid in the City, with legal interest:

- (i) charged on the portion of the Special Assessments allocable to the RABs from the date of issuance through the date that all of the RABs are no longer outstanding, with such legal interest meaning the interest rate on the RABs;
- (ii) charged on the portion of the Special Assessments allocable to the RABs with respect to any installment not paid when due, with such legal interest meaning the highest rate of interest permitted under New Jersey law in the case of unpaid taxes or tax liens until paid; and
- (iii) charged on the portion of the Special Assessments not allocable to the RABs with respect to any installment not paid when due, with such legal interest meaning the highest rate of interest permitted under New Jersey law in the case of unpaid taxes or tax liens until paid, or such lesser portion as may be determined by the City. The first such installment shall commence on the first business day of the quarter immediately following:
 - a. the determination of the peculiar benefit, advantage or increase in value which particular lot or Property shall be deemed to have received as a result of the infrastructure improvements, as required to under N.J.S.A. 40:56-27; or
 - b. with respect to the Property, at the time set forth in a Special Assessment Agreement under the RAB Law provided that any owner of land so assessed shall, with respect to the portion of the Special Assessments allocable to the RABs, have the privilege of paying the whole of such allocable portion of any Special Assessment or any balance of installments with accrued interest thereon at any time. Such Special Assessment shall remain a lien upon the affected Property described herein until the Special Assessment, with all installments and accrued interest thereon, applicable the particular Property shall be paid and satisfied.

(c) No portion of the cost of the Infrastructure Improvements shall be paid from funds raised from the municipal tax levy or other available funds of the City.

(d) Any Special Assessment levied pursuant to Section 4(a)(ii) of this ordinance shall be subject to the terms and conditions set forth in a Special Assessment Agreement to be entered into by the City and the affected property owner substantially in the form attached hereto as Exhibit A, together with such additions, deletions, modifications or revisions as may be required in consultation with counsel to the City to facilitate the transaction contemplated hereby. Any Special Assessment Agreement executed from time to time, and pursuant to which Special Assessment payments are securing bonds issued under the RAB Law, shall be recorded in accordance with the requirements of the RAB Law. The Mayor is hereby authorized and directed to execute the Special Assessment Agreement and the City Clerk is hereby authorized and directed to attest to such signature, and to affix the corporate seal of the City upon the Special Assessment Agreement.

(e) The City hereby determines that:

- (i) it shall have the right to charge Owner(s) of the Property legal interest (a) charged on the portion of the Special Assessments allocable to the RABs from the date of issuance through the date that all of the RABs are no longer outstanding, with such legal interest meaning the interest rate on the RABs;
 - a. charged on the portion of the Special Assessments allocable to the RABs with respect to any installment not paid when due, with such legal interest meaning the highest rate of interest permitted under New Jersey law in the case of unpaid taxes or tax liens until paid; and
 - b. charged on the portion of the Special Assessments not allocable to the RABs with respect to any installment not paid when due, with such legal interest meaning the highest rate of interest permitted under New Jersey law in the case of unpaid taxes or tax liens until paid, or such lesser portion as may be determined by the City; and
- (ii) in lieu of the levy of the special assessment described herein pursuant to the Local Improvements Law, the special assessment may be charged, collected and otherwise applied in the manner set forth in the Special Assessment Agreement.

Section 5. The Mayor is hereby authorized and directed to determine all matters and terms in connection with the Special Assessment or the Special Assessment Agreement, all in consultation with the counsel to the City, and the manual or facsimile signature of the Mayor upon any documents shall be conclusive as to all such determinations. The Mayor, the City Manager, the Chief Financial Officer, the City Clerk and any other City official, officer or professional, including but not limited to, redevelopment counsel, bond counsel, the financial advisor and the auditor to the City, are each hereby authorized and directed to execute and deliver such documents as are necessary to facilitate the transactions contemplated hereby, and to take such actions or refrain from such actions as are necessary to facilitate the transactions contemplated hereby, in consultation with, as applicable, redevelopment counsel, bond counsel, the financial advisor and the auditor to the City, and any and all actions taken heretofore with respect to the transactions contemplated hereby are hereby ratified and confirmed.

Section 6. Nothing in this ordinance is intended to abrogate or in any way limit the general application of that certain ordinance adopted by the City on February 20, 2013 and entitled “An Ordinance of the City of Asbury Park, in the County of Monmouth, New Jersey, Providing for the Special Assessment of the Cost of Certain Wastewater, Stormwater, Roadway, Streetscape, Utility and Other Infrastructure Improvements in Portions of the Prime Renewal Area and the Boardwalk Area within the Asbury Park Waterfront Redevelopment Area and Establishment of a Mechanism for Payment of the Cost Thereof”.

Section 7. This ordinance shall take effect as provided by law.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2024-15 which was finally adopted by the City Council at a meeting held on the 8th day of May, 2024

LISA ESPOSITO
CITY CLERK

THIS AGREEMENT AND THE ORDINANCES APPROVING THE AGREEMENT SECURE BONDS OR OTHER OBLIGATIONS ISSUED IN ACCORDANCE WITH THE PROVISIONS OF THE “REDEVELOPMENT AREA BOND FINANCING LAW” AND THE LIEN HEREOF IN FAVOR OF THE HOLDER OF SUCH BONDS OR OTHER OBLIGATIONS IS A MUNICIPAL LIEN SUPERIOR TO ALL OTHER NON-MUNICIPAL LIENS HEREAFTER RECORDED

Record and return to:

David A. Clark, Esq.
Dilworth Paxson LLP
4 Paragon Way, Suite 400
Freehold, New Jersey 07728

**Special Assessment Agreement
By and Among
The City of Asbury Park
and
PHM SUNSET SQUARE URBAN RENEWAL, LLC (the “Entity”)**

Attachment: Special Assessment Agreement.041524 (00431124xE471A) (2024-15 : PHM Sunset Square Block 4205, Lots 2 and 3 Special

THIS SPECIAL ASSESSMENT AGREEMENT (hereinafter, the “**Agreement**”), made this ____ day of _____, 2024, by and between **PHM SUNSET SQUARE URBAN RENEWAL LLC** (the “**Entity**”), the Entity being qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq., with offices as hereinafter specified, along with its or their permitted successors and/or assigns, and the **CITY OF ASBURY PARK**, a municipal corporation in the County of Monmouth and the State of New Jersey (the “**City**”, and together with the Entity, the “**Parties**”).

WITNESSETH:

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

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

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

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

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

WHEREAS, the City and Asbury Partners, LLC (the “**Master Developer**”) entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002 (as the same has been or may be amended and supplemented in accordance with its terms, the “**Redeveloper Agreement**”); and

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

WHEREAS, during the 2008 Financial Crisis, the City and the Master Developer arbitrated certain disputed issues arising under and in accordance with the requirements of the Redeveloper Agreement; and

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

WHEREAS, in order to comply with the spirit of the Arbitrator’s Award, to induce the Master Developer to proceed expeditiously with the development of the Infrastructure Improvements (as defined herein) and other economic development activities within the Waterfront Redevelopment Area, and to determine the appropriate means to finance the cost of the Infrastructure Improvements, the City has determined that the cost of the Infrastructure Improvements should be assessed in the manner provided in Chapter 229 of the Pamphlet Laws of 1938, and Chapter 175 of the Pamphlet Laws of 1951, all as amended and supplemented, and codified at N.J.S.A. 40:56-1 *et seq.*, the “**Local Improvements Law**”) and/or pursuant to an assessment agreement under the Redevelopment Area Bond Financing Law pursuant to N.J.S.A. 40A:12A-64 *et seq.* (the “**RAB Law**”); and

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

WHEREAS, pursuant to the Redeveloper Agreement and the Redevelopment Plan, the Master Developer intends to develop itself or cause to be developed by approved subsequent developers approximately 1,721 units of for-sale housing in the form of townhomes, condominium apartments, or other housing units (collectively, the “**Housing Improvements**”) within the Waterfront Redevelopment Area, which Housing Improvements constitute a redevelopment project (the “**Housing Redevelopment Project**”) to be undertaken pursuant to the Redevelopment Plan in the Redevelopment Area; and

WHEREAS, pursuant to the “Long Term Tax Exemption Law,” constituting Chapter 431 of the Pamphlet Laws of 1991, as amended and supplemented, and codified at N.J.S.A. 40A:20-1 *et seq.* (the “**Long Term Tax Exemption Law**”), a redeveloper that is an urban renewal entity may enter into a financial agreement with a municipality to make payments in lieu of taxes (“**PILOT**”) with respect to property owned by the urban renewal entity in a redevelopment area; and

WHEREAS, the Entity is an urban renewal entity that is proposing the development and construction of the Project (as defined herein) on the Project Site (as defined herein) pursuant to that certain subsequent developer agreement executed by the Entity with the City and the Master Developer on August 28, 2023 (the “**Subsequent Developer Agreement**”); and

WHEREAS, in order to enhance the economic viability of an opportunity for a successful implementation of the Project on the Project Site, the City and the Entity are proposing to enter into, or have entered into, a financial agreement governing payment by the Entity to the City of payments in lieu of real estate taxes in connection with the Project pursuant to the Long Term Tax Exemption Law (the “**Financial Agreement**”); and

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

WHEREAS, in furtherance of the transactions contemplated by this Agreement, the Subsequent Developer Agreement, the Financial Agreement, the Redeveloper Agreement, and that certain Project Finance Agreement executed by and between the City and the Master Developer, dated as of December 2012 (as amended, the “**Project Finance Agreement**”), the City intends to issue RABs pursuant to the RAB Law; and

WHEREAS, in order to secure the payment of the RABs and the payment of the PILOTs payable to the City, the Parties desire to enter into this special assessment agreement pursuant to which the City shall have a right to impose a special assessment equal to the cost referred to herein on the Land (as herein defined) and any improvement related thereto including any Unit (as defined herein) in accordance with the terms of this Agreement; and

WHEREAS, in order to effect the mechanism for the payment of the Special Assessment (as defined herein) between the City and any Owner, (i) the City has adopted on February 20, 2013 that certain ordinance entitled “An Ordinance of the City of Asbury Park, in the County of Monmouth, New Jersey, Providing for the Special Assessment of the Cost of Certain Wastewater, Stormwater, Roadway, Streetscape, Utility and Other Infrastructure Improvements in Portions of the Prime Renewal Area and the Boardwalk Area within the Asbury Park Waterfront Redevelopment Area and Establishment of a Mechanism for Payment of the Cost Thereof”, as amended on June 13, 2018 by Ordinance No. 2018-20 (the “**Ordinance**”) and (ii) the City has entered into the Master Agreement defined and described in Section 3.01(a) of this Agreement; and

WHEREAS, it is the intent of the Parties that, so long as the Owner (as defined herein) makes all required payments under the Financial Agreement such Owner shall not be required to make payment of the Unpledged Portion of the Special Assessment (as defined herein).

NOW, THEREFORE, in consideration of one dollar (\$1.00), the mutual covenants and promises set forth above and herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I. GENERAL PROVISIONS

SECTION 1.01 Governing Law — THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THIS STATE, INCLUDING THE PROVISIONS OF THE ACT, THE LOCAL IMPROVEMENTS LAW, THE RAB LAW AND ALL OTHER

APPLICABLE LAWS. IT IS HEREBY EXPRESSLY ACKNOWLEDGED, UNDERSTOOD AND AGREED THAT UPON THE RECORDATION OF THE ORDINANCE AND THIS AGREEMENT IN ACCORDANCE WITH SECTION 7.01 HEREOF, LAND, AND ANY IMPROVEMENT RELATED THERETO, INCLUDING WITHOUT LIMITATION, ANY UNIT, AS SUCH TERMS ARE DEFINED HEREIN, SHALL BE SUBJECT TO AND GOVERNED BY THE TERMS OF THIS AGREEMENT AND EACH AND EVERY OWNER, WHETHER IN FEE SIMPLE OR OTHERWISE, OF ANY SUCH PARCEL OF LAND, AND ANY IMPROVEMENT RELATED THERETO, INCLUDING ANY UNIT, REGARDLESS OF WHETHER SUCH OWNER SHALL BE THE ENTITY, A UNIT PURCHASER, AS SUCH TERM IS DEFINED HEREIN, OR ANY OTHER COMPANY, ENTITY OR PERSON (EACH INDIVIDUALLY REFERRED TO HEREIN AS AN “**OWNER**”) SHALL BE BOUND BY THE TERMS HEREOF. IN THE EVENT OF ANY BREACH OR DEFAULT OF THIS AGREEMENT BY AN OWNER, SUCH BREACH OR DEFAULT SHALL NOT CONSTITUTE A BREACH OR DEFAULT BY ANY OTHER OWNER(S) AND SUCH OTHER OWNER(S), AND ITS RESPECTIVE PARCEL OR PORTION OF LAND, AND ANY IMPROVEMENTS RELATED THERETO, INCLUDING ANY UNIT, SHALL CONTINUE TO BE SUBJECT TO, GOVERNED BY AND BOUND BY THIS AGREEMENT.

SECTION 1.02 General Definitions — Capitalized terms used and defined in the preambles hereof shall have the meanings assigned to such terms. Unless specifically provided otherwise or the context otherwise requires, the following terms when used in this Agreement shall mean:

Assignment Agreement — shall mean the agreement executed contemporaneously herewith between the City and the Trustee assigning the Pledged Portion of the Special Assessment to the Trustee for the benefit of the holders of the RABs.

Financial Agreement — shall have the meaning ascribed to such term in the recitals.

In Rem Tax Foreclosure — shall mean a summary proceeding by which the City may enforce the lien for taxes, special assessments and other statutory liens. Said foreclosure is governed by N.J.S.A. 54:5-1 *et seq.*

Indenture — shall mean the indenture of trust approved in connection with and providing for, among other things, the trust estate securing the RABs upon initial issuance or otherwise, including any supplemental indenture in connection with the Project or otherwise.

Land — shall mean the real property known as Block 4205, Lots 2 and 3 (to be consolidated into Lot 3.01), upon which the Project shall be constructed, all as set forth, or to be set forth, on the tax maps of the City.

Legal Interest — shall mean the interest rate on unpaid installments of Special Assessments. While repayment of the Special Assessment is current and in good standing, Legal Interest shall be represented by the interest rate on the RABs or, if applicable, other City obligations issued to finance or refinance the cost of the Infrastructure Improvements. In the event that an Owner fails to timely pay, in full, any installment of the Special Assessment, Legal Interest

shall mean the highest rate of interest permitted under New Jersey law in the case of unpaid taxes or tax liens on land until paid.

Minimum Annual Service Charge — shall have the meaning set forth in the Financial Agreement.

Owner — shall have the meaning ascribed to such term at Section 1.01 hereof.

Pledged Portion of the Special Assessment — shall mean that portion of the Special Assessment that is assigned to the Trustee pursuant to the Assignment Agreement and pledged to the payment of the RABs as set forth in Exhibit B hereto.

Project — shall mean the twenty-eight (28) unit residential development consisting of twenty-eight (28) 3-story stacked townhouses in two (2) fourteen (14) unit structures, each with a parking garage and between two (2) to three (3) bedrooms, together with related improvements and related site improvements, all to be known as “Sunset Square” and to be constructed on the Project Site in accordance with the terms of the Subsequent Developer Agreement, the Financial Agreement and this Agreement.

Project Site — shall mean the Land.

Sales Price — shall have the meaning set forth in the Financial Agreement.

Special Assessment Deficiency Amount — shall have the meaning set forth in Section 3.01(b) hereof.

Subsequent Developer Agreement — shall have the meaning ascribed to such term in the recitals.

Tax Sale Law — N.J.S.A. 54:5-1 *et seq.*, as the same may be amended or supplemented from time to time.

Trustee — shall mean the trustee appointed under the Indenture.

Unit — shall mean one of the residential condominium units to be built as part of the Project.

Unit Purchaser — shall mean the buyer of a Unit who will be responsible pursuant to this Agreement to pay the applicable portion of the Special Assessment.

Unpledged Portion of the Special Assessment — shall mean that portion of the Special Assessment, if applicable, that is paid to the City pursuant to the terms of this Agreement as set forth in Exhibit B hereto.

ARTICLE II. DURATION OF AGREEMENT

SECTION 2.01 Term

The Parties hereby expressly, irrevocably and unconditionally acknowledge, agree, warrant and covenant that this Agreement, including the obligation to pay the Special Assessment required under Article III hereof, shall remain in effect, for a period of thirty (30) years from the date that the first Special Assessment amount is due in accordance with the terms hereof.

ARTICLE III. SPECIAL ASSESSMENT AMOUNT

SECTION 3.01 Special Assessment Amount and Installments

(a) The Owner hereby expressly, irrevocably and unconditionally acknowledges and agrees that, with respect to the Land and the Project to be constructed thereon: (i) the Pledged Portion of the Special Assessment for the Project shall be the total amount set forth in Exhibit A hereto (the “**Principal Amount**”) plus Legal Interest; and (ii) the Principal Amount of the Special Assessment, together with Legal Interest thereon and if applicable, the Unpledged Portion of the Special Assessment, shall be, and is hereby irrevocably and unconditionally accepted in full and agreed to by the present Owner of the Land and Project and/or Units constructed thereon from time-to-time (on behalf of such present Owner and all subsequent Owner(s)) and in accordance with N.J.S.A. 40A:12A-66(c) of the RAB Law and shall be deemed to be, in lieu of a determination by the procedures otherwise applicable to determining the actual benefit conferred on the Land and the Project and/or the Units constructed thereon from time-to-time, the benefit conferred on the Land and the Project and/or the Units by the Infrastructure Improvements. The Pledged Portion of the Special Assessment for the Project shall be allocated among the Units and with respect to each Unit, as the case may be, shall be payable quarterly on February 1, May 1, August 1 and November 1 of each year during the term of this Agreement, with the first installment to commence to accrue on the first day of the month immediately following the earlier of: (i) eligibility for the issuance of a Certificate of Occupancy for a Unit in the Project; or (ii) the expiration of the construction interest period on the RABs. The Entity shall, prior to the time that title to such Unit is initially transferred to a subsequent Owner, deliver to the City and Master Developer such information as may be required to confirm and compute the Special Assessment for such Unit including the Unpledged Portion of the Special Assessment and the Pledged Portion of the Special Assessment based upon the Sales Price. If, based upon such information, a “**Special Assessment Deficiency Amount**”, as defined and calculated at Section 3.01(f) of that certain Master Special Assessment Agreement entered into by and between the City and Asbury Partners, LLC, dated as of May 15, 2013, as amended on August 1, 2018 (the “**Master Agreement**”), shall be due, the Entity shall be solely responsible to remit the determined per Unit amount of such Special Assessment Deficiency Amount as determined by the City or its designated representative at the transfer of title to each Unit in the Project by wire transfer or immediately available funds to an account designated by the City or its designated representative which is maintained by or on behalf of the Trustee. **By way of example only**, if the Sales Price of a Unit upon initial transfer is lower than the estimated “Base Price” shown on Exhibit C hereto at the issuance of the RABs, examples of the estimated per Unit Special Assessment Deficiency Amount(s) associated with the estimated shortfalls in the “Base Price” are attached hereto as Exhibit C hereto.

(b) In the event that the Entity pays a Special Assessment Deficiency Amount, per Unit, that is later determined to be, inaccurate, unnecessary, or in excess of what should have been paid for that Unit, or is no longer required by the Trustee to cause a special optional redemption of the

RABs in accordance with the supplemental indenture applicable to the Project, then, in the case of any such event, the City agrees to cause the Trustee to reimburse the Entity for any such overpayment by the Entity; provided, however, this shall have no effect on the total Special Assessment Deficiency Amount, if any, defined and calculated above, which if so determined to be an amount due, will be due and owing by the Entity at the times so stated.

(c) The Unpledged Portion of the Special Assessment shall be determined and allocated among the Units within the Project in accordance with the calculation of the Annual Service Charge under the Financial Agreement as illustrated in the example on Exhibit B. The Unpledged Portion of the Special Assessment for each Unit shall be calculated as provided in Exhibit B, and upon the initial sale of a Unit by the Entity to a Unit Purchaser shall be recalculated as provided in Exhibit B. Thereafter, the Unpledged Portion of the Special Assessment shall be recalculated each year.

(d) The Pledged Portion of the Special Assessment for all Units in the Project shall be irrevocably assigned by the City pursuant to the Assignment Agreement and paid over to the Trustee to be applied to the payment of debt service on the RABs. The Pledged Portion of the Special Assessment for each Unit shall be calculated as provided in Exhibit B, and upon the initial sale of a Unit by the Entity to a Unit Purchaser shall be recalculated as provided in Exhibit B, and shall thereafter remain constant notwithstanding any further sale or transfer of the Unit to a subsequent Owner or subsequent change in the Total Tax Rate, Municipal Purposes Tax Rate, or Tax Ratio.

(e) Each installment payment of the aforesaid Special Assessment amount is to be made to the City and/or the Trustee, as the case may be, and shall be clearly identified as a Special Assessment payment for the Project.

(f) Within 30 days following the sale of the last Unit in the Project, or at such earlier time as set forth in the Indenture, the City or its designated representative shall determine the total aggregate amount of the Pledged Portion of the Special Assessment. In the event that such aggregate amount shall exceed the aggregate amount of the Pledged Portion of the Special Assessment required to pay debt service and other charges applicable to amount of the RABs applicable to the Project, such excess shall be "Surplus Pledged Special Assessments" as defined in the Subsequent Developer Agreement and the disposition thereof shall be governed by the Subsequent Developer Agreement and the Indenture, as applicable.

(g) To the extent any Owner prepays the Pledged Portion of the Special Assessment for its Unit, as the RABs are non-callable, any such prepayment will be applied to the next due debt service payments (i.e., principal and interest) on the RABs, and the Unit Owner will receive a credit for such payments, until such funds are depleted. The prepayment will not result in a satisfaction of the entirety of the Pledged Portion of the Special Assessment for such Unit unless it is made in an amount sufficient to pay all such debt service payments through the full maturity of the RABs.

SECTION 3.02 Interest on Past Due Amounts; Credit for PILOT Payments; Legal Interest

(a) Each Owner hereby expressly, irrevocably and unconditionally agrees, warrants, covenants and accepts that in the event that the Owner fails to timely pay, in full, any installment of any Special Assessment amount, the amount past due shall bear the highest rate of interest permitted under New Jersey law in the case of unpaid taxes or tax liens on land until paid.

(b) The City shall credit its receipt of the Annual Service Charge or Minimum Annual Service Charge, as applicable, pursuant to the Financial Agreement, by or on behalf of the Owner against the Owner's respective portion of the Unpledged Portion of the Special Assessment, but only to the extent of the amount of the Annual Service Charge or Minimum Annual Service Charge payments, as applicable, that are actually received by or on behalf of the City. It is the intent and agreement of the Parties that, so long as an Owner makes all required payments under the Financial Agreement it shall not be required to make the payment of the Unpledged Portion of the Special Assessment otherwise required under this Agreement. Further, upon the occurrence of termination of the Financial Agreement prior to the maturity of RABs, the City shall credit its receipt of the municipal share of generally applicable taxes against the Unpledged Portion of the Special Assessment otherwise required to be paid under this Agreement.

(c) The Parties hereby agree that the City shall have the obligation to charge Legal Interest on unpaid installments of the Pledged Portion of the Special Assessment. Notwithstanding, the preceding sentence, the City shall have the right, but not the obligation to charge Legal Interest on the delinquent installments of the Unpledged Portion of the Special Assessment.

(d) The City agrees that upon the transfer of a Unit by the Entity, the obligation to make payments of Special Assessment shall run with the land to the Owner of said Unit as a successor Owner, and the predecessor Owner shall have no further obligation to make such payments.

ARTICLE IV. MUNICIPAL LIEN; SUBORDINATION OF FEE TITLE

SECTION 4.01 Municipal Lien

(a) The Parties hereby expressly, irrevocably and unconditionally acknowledge, agree, warrant and covenant that in accordance with the Local Improvements Law, specifically N.J.S.A. 40:56-33, and the RAB Law, specifically N.J.S.A. 40A:12A-66(c), and such other statutes as may be sources of relevant authority, if any, upon and as a consequence of the previously recorded Ordinance and the recordation of this Agreement, as set forth in Section 7.01 hereof, the Ordinance, this Agreement and any amount due hereunder, including without limitation, the Special Assessment, shall constitute an automatic, enforceable and perfected statutory municipal lien upon each Unit for all purposes of law.

(b) The Parties hereby expressly, irrevocably and unconditionally represent, agree, warrant and covenant that this Agreement, and the municipal lien created hereby, is valid and enforceable in accordance with all applicable law, including without limitation the Local Improvements Law and the RAB Law.

SECTION 4.02 Subordination of Fee Title

(a) The Parties hereby expressly, irrevocably and unconditionally acknowledge, agree, warrant and covenant that the Owner has the right, subordinate to the municipal lien, as a matter of law, to encumber the fee title to its property, including any improvements related thereto, and that any such subordinate encumbrance shall not be deemed to be a violation of this Agreement. The Parties understand and agree that at the time of the execution of this Agreement, the Entity may have taken title to the Land and the Entity may utilize lender financing in connection with the acquisition of the Land. In the event that any encumbrance placed by the Entity on the Land pursuant to this Section 4.02 predates the recording of this Agreement, the Entity shall procure a subordination consistent with 4.02(b).

(b) Any encumbrance pursuant to Section 4.02(a) shall either be: (i) recorded with the Monmouth County Clerk subsequent to the recording of this Agreement; or (ii) if recorded with the Monmouth County Clerk and reflected in the County of Monmouth land records prior to the recording of this Agreement, subordinate to the municipal lien created hereby through a subordination by the holder of such encumbrance, to the benefit of the City and the Trustee, such subordination to be in a form reasonably acceptable to the City, Master Developer, and the Trustee. In the event that a subordination is required pursuant to the immediately preceding clause (ii), an executed version of such subordination shall be attached hereto as Exhibit D.

ARTICLE V. DEFAULT

SECTION 5.01 Default - Default shall be failure of any Party to perform its obligations under this Agreement, beyond any applicable notice, cure or grace period (each a “**Default**”). In addition, a Default under this Agreement by any Owner shall only be considered a Default against that specific property or Unit to which the Default applies and from which it arises, without any implication of Default against any other Owner, property, or Unit.

SECTION 5.02 Cure Upon Default - Should any Party be in Default of any obligation under this Agreement, the other Party shall notify the defaulting Party and any mortgagee, if applicable, in writing of said Default. Except as otherwise limited by law, the defaulting party shall have sixty (60) days to cure any Default provided however, if such Default cannot be cured timely but cure action is being diligently prosecuted, such 60 day period shall be extended to permit required cure action to be concluded, other than a payment Default, for which the defaulting party shall have ten (10) days to cure.

SECTION 5.03 Remedies for Default - (a) In the event of any uncured Default by the City, the Owner may take whatever action at law or in equity, as may be necessary or desirable to enforce the performance or observance of any rights under this Agreement, including an action for specific performance or damages.

(b) In the event of any uncured Default by an Owner, the City may take whatever action at law or in equity, as may be necessary or desirable to enforce the performance or observance of any rights under this Agreement, including an action for specific performance or damages. No Default hereunder by an Owner shall terminate this Agreement (except as described herein) nor its obligation to pay the Special Assessment amounts due hereunder, which shall continue in effect for the duration as set forth in Section 2.01 hereof.

SECTION 5.04 Default in the Payment of Special Assessment

Upon any Default by the Owner or Unit Purchaser in payment of any installment of the Special Assessment, the City, in addition to their other remedies, reserves the right to proceed against the Land or Unit, as applicable, to which the Default applies owned by the defaulting Owner or defaulting Unit Purchaser, and any improvements related thereto, including the affected Unit, in the manner provided by applicable law and shall have the right to proceed to In Rem Tax Foreclosure consistent with the provisions and procedures of the In Rem Tax Foreclosure law. As set forth in the RAB Law, specifically N.J.S.A. 40A:12A-66(c), an event of a default by the Owner in the payment of an installment of the Special Assessment shall not result in the acceleration of the subsequent installments of the Special Assessment and such subsequent installments shall be considered as not in default and the municipal lien for the subsequent installments of the Special Assessment not yet due shall continue.

ARTICLE VI.
NOTICES

SECTION 6.01 Notice - Formal notices, demands and communications between and among the City and an Owner shall be in writing and deemed given if dispatched to the address set forth below by registered or certified mail, postage prepaid, return receipt requested, or by a commercial overnight delivery service with packaging tracking capability and for which proof of delivery is available. In that case such notice is deemed effective upon delivery. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by written notice.

Copies of all notices, demands and communications shall be sent as follows:

If to the City:

City of Asbury Park
One Municipal Plaza
Asbury Park, New Jersey 07712
Attn: City Manager

with a copy to:

David A. Clark, Esq.
Dilworth Paxson LLP
4 Paragon Way, Suite 400
Freehold, New Jersey 07728

If to the Entity:

PHM Sunset Square Urban Renewal LLC
Attention: James P. Mullen, Esq., Director of Land Entitlements, NE Corridor Division
750 US Highway 202, Suite 500
Bridgewater, NJ 08807

with a copy to:

Michael J. Vitiello, Esq.
Giordano, Halleran & Ciesla, P.C.
125 Half Mile Road, Suite 300
Red Bank, NJ 07701

If to any other Owner:

The notice shall be directed to the Owner's address
as set forth in the property tax records of the City.

ARTICLE VII.
MISCELLANEOUS

SECTION 7.01 Recording — Upon the execution and delivery of this Agreement, the entire Agreement and the Ordinance shall be filed and recorded with the Monmouth County Clerk by the City, at the Entity's expense, such that this Agreement and the Ordinance shall be reflected upon the land records of the County of Monmouth as a municipal lien upon and a covenant running with each and every parcel of Land and any improvements related thereto.

SECTION 7.02 Counterparts - This Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 7.03 Amendments - This Agreement may not be amended, changed, modified, altered or terminated without the written consent of the Parties hereto.

SECTION 7.04 Severability of Invalid Provisions - If any one or more of the covenants, agreements or provisions herein contained shall be held to be illegal or invalid in a final proceeding, then any such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof. In such event, the Parties shall confer in good faith and endeavor to reform this Agreement in a manner which is lawful and produces the same or substantially the same results as existed prior to the declaration of illegality or invalidity.

SECTION 7.05 Exhibits – The Exhibits attached to this Agreement are incorporated herein and made part of this Agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURES ON THE FOLLOWING PAGES]**

PHM SUNSET SQUARE URBAN RENEWAL LLC

By: Preserve I, Inc. – Its Sole Member

By: _____

Name: James P. Mullen

Title: Division Director of Land Planning and Entitlements

STATE OF NEW JERSEY,
COUNTY OF SOMERSET

SS:

I CERTIFY that on _____ 2024, James P. Mullen personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized and did execute this instrument as Division Director of Land Planning and Entitlements, of Preserve I, Inc., the sole member of PHM Sunset Square Urban Renewal, LLC; and
- (c) executed the instrument as the act of PHM Sunset Square Urban Renewal LLC as authorized by appropriately adopted resolution or certificate of unanimous consent of said limited liability company.

Notary Public

CITY OF ASBURY PARK

By: John Moor, Mayor

[SEAL]
ATTEST:

Lisa Esposito, City Clerk

STATE OF NEW JERSEY,
COUNTY OF MONMOUTH SS:

I CERTIFY that on _____, _____, 2024, John Moor personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized and did execute this instrument as Mayor of the City of Asbury Park, NJ;
and
- (c) executed the instrument as the act of the City of Asbury Park, NJ.

Notary Public

EXHIBIT A**INFRASTRUCTURE IMPROVEMENTS**

The Special Assessment shall include the costs related to the following Infrastructure Improvements, which are allocable to the Land, including but not limited to the hard costs of construction, the costs of engineering, planning and design, the cost of construction management services and other soft costs and costs of issuance related thereto, as follows:

EXHIBIT B**CALCULATION OF SPECIAL ASSESSMENT,
PLEDGED AND UNPLEDGED PORTIONS**

Special Assessments for each Unit shall be calculated as follows:

Municipal Purposes Tax Rate– the sum of: (i) general municipal purposes tax rate for the City as determined by the Monmouth County Board of Taxation pursuant to N.J.S.A. 54:4-42, N.J.S.A. 54:4-45, N.J.S.A. 54:4-47, N.J.S.A. 54:4-48 and N.J.S.A. 54:4-49, and (ii) the municipal library tax rate, if and to the extent existing.

Sales Price – If unsold shall mean as follows for each Unit type:

Unit	Designation	Sales Price	Number of Units
Bowery	2-Bedroom, 1 car garage	\$669,990.00	10
Murray Hill	2-Bedroom, 1 car garage	\$734,990.00	4
Union	3-Bedroom, 1 car garage	\$834,990.00	10
Greenwich	3-Bedroom, 1 car garage	\$879,990.00	4



The foregoing are the estimated average base sales prices (exclusive of options and location premiums) set forth in the Entity's application for long term tax exemption. Upon transfer in a bona fide arm's length sale transaction, as prescribed by N.J.S.A. 40A:20-14(a), Sales Price shall mean the true consideration stated in a deed for a Unit; and upon a transfer other than a bona fide arm's length sale transaction, shall mean the market value of the Unit at the time of such transfer as determined by the City's tax assessor.

Tax Ratio – the Chapter 123 ratio published by the New Jersey Division of Taxation for the relevant tax year for tax appeal purposes, representing the relationship of the assessed value of real property within the City to the market value of real property within the City.

Total Tax Rate – the sum of the Municipal Purposes Tax Rate and the tax rates established by the County of Monmouth and the Asbury Park Board of Education.

Calculation:

Special Assessment = Sales Price multiplied by Tax Ratio multiplied by Total Tax Rate

Example:

If (per Unit):

Sales Price = \$768,204.29 (average assumed sales price of Units)

Total Tax Rate = 1.546%; Municipal Purposes Tax Rate = 0.631%; Tax Ratio = 100.00%;

County Factor = 1.052631579

Then (per Unit):

Special Assessment = $\$768,204.29 * 100.00\% * 1.546\% = \$11,876.44$ Time for Calculation: See Time for Calculation for each of the Pledged Portion of the Special Assessment and the Unpledged Portion of the Special Assessment, below.**Pledged Portion of the Special Assessments shall be calculated as follows:**

Pledged Portion of the Special Assessment = Special Assessment less PILOT

Example:

If (per Unit)

Sales Price = \$768,204.29

Total Tax Rate = 1.546%; Municipal Purposes Tax Rate = 0.631%; Tax Ratio = 100.00%;

County Factor = 1.052631579

PILOT = \$5,102.49 ($\$768,204.29 * 100.00\% * 0.631\% * 1.052631579$)

City PILOT: \$4,847.37

County PILOT: \$255.12

Total PILOT = \$5,102.49

Then (per Unit):

Pledged Portion of the Special Assessment = $\$11,876.44 - \$5,102.49 = \$6,773.94$ Time for Calculation: The Pledged Portion of the Special Assessment shall be calculated at the time of initial issuance of the RABs and recalculated upon the initial transfer of the Unit to the initial Unit Purchaser and shall remain fixed thereafter.**Unpledged Portion of the Special Assessments shall be calculated as follows:**

Unpledged Portion of the Special Assessment = Special Assessment less Pledged Portion of the Special Assessment

Example:

If (per Unit):

Sales Price = \$768,204.29

Total Tax Rate = 1.546%; Municipal Purposes Tax Rate = 0.631%; Tax Ratio = 100.00%;
 County Factor = 1.052631579
 Pledged Portion of the Special Assessment = \$6,773.94

Then (per Unit):

Unpledged Portion of the Special Assessment = \$11,876.44 - \$6,773.94 = \$5,102.49
 (i.e., = PILOT)

Time for Calculation: The Unpledged Portion of the Special Assessment shall be calculated on the same basis as the Annual Service Charge, in accordance with Section 4.1 of the Financial Agreement between the City and the Entity, specifically, upon Substantial Completion as defined in the Financial Agreement and recalculated in the year following the initial sale of a Unit by the Entity to a Unit Purchaser, and each year thereafter.

EXHIBIT C

ASSUMPTIONS and EXAMPLES of Special Assessment Deficiency Amount

Assumed Base Prices:

Unit	Designation	Sales Price	Number of Units	
Bowery	2-Bedroom, 1 car garage	\$669,990.00	10	
Murray Hill	2-Bedroom, 1 car garage	\$734,990.00	4	
Union	3-Bedroom, 1 car garage	\$834,990.00	10	
Greenwich	3-Bedroom, 1 car garage	\$879,990.00	4	

Examples of Special Assessment Deficiency Amount:

[to be attached above finalization]



**Asbury Park, New Jersey
ORDINANCE NO. 2024-16**

ORDINANCE OF THE CITY OF ASBURY PARK AUTHORIZING THE EXECUTION OF A FINANCIAL AGREEMENT WITH PHM SUNSET SQUARE URBAN RENEWAL LLC CONCERNING PROPERTY LOCATED AT BLOCK 4205 LOTS 2 AND 3 ON THE TAX MAP OF THE CITY OF ASBURY PARK AND GRANTING A TAX EXEMPTION

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

WHEREAS, the Act confers certain contract, planning, and financial powers upon a Redevelopment Entity, as that term is defined in the Act, in order to implement redevelopment plans adopted pursuant thereto; and

WHEREAS, the City of Asbury Park (the “City”), in the County of Monmouth, State of New Jersey, has elected to exercise these redevelopment entity powers directly, as permitted by Section 4 of the Act; and

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

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

WHEREAS, the City and Asbury Partners, LLC (the “Master Developer”) entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002 (as the same has been amended and supplemented in accordance with its terms, the “Redeveloper Agreement”); and

WHEREAS, the Master Developer has with entered into a Subsequent Developer Agreement with PHM Sunset Square Urban Renewal LLC, as the Subsequent Developer, and the City, dated August 28, 2023, pursuant to which the Subsequent Developer assumed certain rights and obligations of the Master Developer; and

WHEREAS, in accordance with the Redeveloper Agreement and the Redevelopment Plan, PHM Sunset Square Urban Renewal LLC (the “Entity”) intends to develop and construct a building consisting of a twenty-eight (28) unit residential project to be constructed on the

Property and consists of twenty-eight (28) 3-story stacked townhouses in two (2) fourteen (14) unit structures, each with a parking garage and between two (2) to three (3) bedrooms, together with related improvements and related site improvements on property identified as Block 4205, Lots 2 and 3 on the official tax map of the City of Asbury Park (the “Project”) and located in the Redevelopment Area (the “Land”); and

WHEREAS, the Entity has been qualified by the State of New Jersey to do business as an urban renewal entity under the provisions of the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq. (the “LTTE Law”), and was created for the development, operation and maintenance of the Project; and

WHEREAS, in order to improve the feasibility of the construction, operation and maintenance of the Project, the Entity made application to the City, dated February 28, 2024, requesting a long term tax exemption and financial agreement with respect to the Project (the “Application”) pursuant to the LTTE Law, which Application is on file with the City Clerk; and

WHEREAS, the Entity has represented to the City that the Project would not be feasible in its intended scope but for the provision of financial assistance by the City; and

WHEREAS, after review of the Application, the City Manager recommended that the Application be approved on such terms as set forth in a proposed form of financial agreement (the “Financial Agreement”) substantially in the form attached hereto as Exhibit A, and by this reference incorporated herein, as may be modified in consultation with counsel as set forth herein, and

WHEREAS, the City Council has reviewed the Application and the terms of the Financial Agreement, and wishes to approve the Application on such terms, subject to the designation of the Entity as a Subsequent Developer, as such term is defined in the Redeveloper Agreement, and the execution of an agreement with the Entity as a Subsequent Developer in accordance with the Redeveloper Agreement, which is expected to occur simultaneously herewith; and

WHEREAS, the City hereby finds that the relevant benefits of the Project to the redevelopment of the Redevelopment Area outweigh the costs, if any, associated with the tax exemption, and in fact increase City revenues over current levels by granting the long term tax exemption for the Project, which relevant benefits are further described in the Application and the Financial Agreement; and

WHEREAS, the City hereby determines that the assistance provided to the Project pursuant to the Financial Agreement will be a significant inducement for the Entity to proceed with the Project and that based on information set forth in the Application, the Project would not be feasible without such assistance.

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

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

II. EXECUTION OF FINANCIAL AGREEMENT AUTHORIZED. (a) The Mayor is hereby authorized and directed to execute the Financial Agreement, substantially in the form as it has been presented to the City Council, and attached hereto as Exhibit A, subject to additions, deletions, modifications, or revisions deemed necessary and appropriate in consultation with counsel. (b) The Clerk of the City is hereby authorized and directed, upon the execution of the Financial Agreement in accordance with the terms of Section II (a) hereof, to attest to the signature of the Mayor upon such document and is hereby further authorized and directed to affix the corporate seal of the City upon such document. (c) The City Clerk shall file certified copies of this ordinance and the Financial Agreement with the Tax Assessor of the City. In accordance with P.L. 2015, c. 247, within ten calendar days following the later of the effective date of this Ordinance or the execution of the Financial Agreement by the Entity, the City Clerk also shall transmit a certified copy of this Ordinance and the Financial Agreement to the chief financial officer of Monmouth County and to the Monmouth County Counsel for informational purposes.

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

IV. ACTION REGARDING FINANCIAL AGREEMENT. The Mayor is hereby authorized and directed to determine all matters and terms in connection with the Financial Agreement, all in consultation with the counsel to the City, and the manual or facsimile signature of the Mayor upon any documents shall be conclusive as to all such determinations. The Mayor, the City Manager, the Chief Financial Officer, the City Clerk and any other City official, officer or professional, including but not limited to, redevelopment counsel, bond counsel, the financial advisor and the auditor to the City, are each hereby authorized and directed to execute and deliver such documents as are necessary to facilitate the transactions contemplated hereby, and to take such actions or refrain from such actions as are necessary to facilitate the transactions contemplated hereby, in consultation with, as applicable, redevelopment counsel, bond counsel, the financial advisor and the auditor to the City, and any and all actions taken heretofore with respect to the transactions contemplated hereby are hereby ratified and confirmed.

V. AVAILABILITY OF THE ORDINANCE. A copy of this Ordinance shall be available for public inspection at the offices of the City.

VI. EFFECTIVE DATE. This Ordinance shall take effect according to law.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2024-16 which was finally adopted by the City Council at a meeting held on the 8th day of May, 2024

LISA ESPOSITO
CITY CLERK

Record and Return To:
James P. Mullen, Esq.,
750 US Highway 202, Suite 500
Bridgewater, NJ 08807

Re: PHM SUNSET SQUARE
URBAN RENEWAL PROJECT
Asbury Park, New
Jersey (Block 4205,
Lots 2 and 3)

PREAMBLE

THIS FINANCIAL AGREEMENT, (hereinafter the "Agreement") is made on _____, 2024 by and between PHM SUNSET SQUARE URBAN RENEWAL LLC, a New Jersey limited liability company qualified to do business as an urban renewal entity under the provisions of the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et. seq. (the "Tax Exemption Law") having its principal office at 750 US Highway 202, Suite 500, Bridgewater, NJ 08807, hereinafter designated as the "Entity", and the CITY OF ASBURY PARK, a Municipal Corporation of the State of New Jersey, hereinafter designated as the "City" having its principal office at One Municipal Plaza, Asbury Park, New Jersey 07712. The Entity and the City are sometimes collectively referred to as the "Parties".

RECITALS

WITNESSETH

WHEREAS, the Entity wishes to have a tax exemption granted for an urban renewal redevelopment project located at Block 4205, Lots 2 and 3 on the Official Tax Maps of the City (the "Property"). The redevelopment project is a twenty-eight (28) unit residential project to be constructed on the Property and consists of twenty-eight (28) 3-story stacked townhouses in two (2) fourteen (14) unit structures, each with a parking garage and between two (2) to three (3) bedrooms, together with related improvements and related site improvements, all to be

known as "Sunset Square" (the "Project"); and

WHEREAS, the City, does hereby grant its approval for the Entity to undertake and develop the Project on the Property upon the terms and conditions hereinafter set forth; and

WHEREAS, the Project will be developed in the "Asbury Park Waterfront Redevelopment Area" (the "Waterfront Redevelopment Area") of the City pursuant to and as defined in the City's "Asbury Park Waterfront Redevelopment Plan (Plan IV)" adopted June 5, 2002, as amended (the "Waterfront Redevelopment Plan"), all pursuant to the Local Redevelopment and Housing Law N.J.S.A. 40A:12A-1 et seq. (the "Redevelopment Law").

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

ARTICLE I - GENERAL - PROVISIONS

Section 1.1 Governing Law

This Agreement shall be governed by the provisions of the Long-Term Tax Exemption Law, N.J.S.A. 40A:20-1 *et. seq.* (being sometimes herein referred to as the "Tax Exemption Law", the "Law" or the "Governing Law"). It being expressly understood and agreed that the City expressly relies upon the facts, data and representations contained in the Application attached hereto in granting the tax exemption provided in this Agreement.

Section 1.2 General Definitions

Unless specifically provided otherwise or the context otherwise requires, the following terms, when used in this Agreement, shall mean:

- i. Administrative Fee - The annual fee paid to the City by Condominium Unit Owners in the Project. The administrative fee shall be calculated at 2% of the Annual Service Charge levied on each Unit in the Project. The fee shall be payable and due on or before December 31st of each year for the duration of this Agreement. The annual fee shall be included in the City's invoices to the Condominium Unit Owners in the Project.

ii. Allowable Net Profit- The amount arrived at by applying the Allowable Profit Rate to Total Project Cost pursuant to N.J.S.A. 40A:20-3(c).

iii. Allowable Profit Rate - The greater of 12% or the percentage per annum arrived at by adding 1.25% to the annual interest percentage rate payable on the Entity's initial permanent mortgage financing. If the initial permanent mortgage is insured or guaranteed by a governmental agency, the mortgage insurance premium or similar charge, if payable on a per annum basis, shall be considered as interest for this purpose. If there is no permanent mortgage financing, or if the financing is internal or undertaken by a related party, the Allowable Profit Rate shall be the greater of 12% or the percentage per annum arrived at by adding 1.25% per annum to the interest rate per annum which the City determines to be the prevailing rate on mortgage financing on comparable improvements in Monmouth County. The provisions of N.J.S.A. 40A:20-3(b) are incorporated herein by reference.

iv. Annual Service Charge - The amount the Entity has agreed to pay the City in lieu of ad valorem real property taxes on the Project, as set forth in Article IV of this Agreement. At inception, the Annual Service Charge (i.e. PILOT) is equivalent to the Unpledged Portion of the Special Assessment under and as defined in the Special Assessment Agreement.

v. Annual Gross Revenue - With respect to each Unit in the Project, the amount equal to the annual aggregate constant payments to principal and interest, assuming a purchase money mortgage encumbering the Unit to have been in an original amount equal to the initial value of the Unit with its appurtenant interest in the common elements as stated in the master deed creating the Condominium Regime, if unsold by the Entity, or, if the Unit is held by a Unit purchaser from time to time the most recent true consideration paid for a deed to the Unit in a bona fide arms-length sale transaction but not less than the initial assessed valuation of the unit assessed at 100% of true value, plus the total amount of common expenses charged to the Unit pursuant to the by-laws of the Condominium Association. The constant

payments to principal and interest shall be calculated by assuming a loan amount as stated above at the prevailing lawful interest rate for mortgage financing or comparable properties within the municipality as of the date of the recording of the Unit deed, for a term equal to the full term of the exemption from taxation stipulated in this Agreement. Gross Revenues and Net Profit shall not include any gain realized by the Entity on the sale of any Property or Unit in the Project pursuant to N.J.S.A. 40A:20-14(b).

vi. Applicant – The Entity, which has been formed pursuant to the provisions of the Tax Exemption Law and has made the Application for a tax exemption under the Governing Law.

vii. Application - The document which contains the general statement of the nature of the proposed Project, the description of the proposed Project with a statement of the estimated cost of said Project and tentative financial plan and such other information as is required by N.J.S.A. 40A:20-8.

viii. Auditor's Report – An annual audited financial statement outlining the financial status with respect to the Project, which shall be prepared in a manner consistent with generally accepted accounting principles and shall detail all items required by the Governing Law. The report shall be prepared and its contents certified by a certified public accountant who is licensed to practice that profession in and by the State of New Jersey.

ix. Certificate of Occupancy – A temporary or permanent certificate of occupancy issued by the City authorizing occupancy of a building or a Unit pursuant to N.J.S.A. 52:27D-133.

x. Condominium Association - The entity responsible for the administration of a Condominium, which entity may be incorporated or unincorporated pursuant to the Condominium Act N.J.S.A. 46:8B-1 et seq.

xi. Condominium Regime - A form of ownership of real property under a master deed filed pursuant to N.J.S.A. 46:8B-1 et seq. providing for ownership by one or more owners of Units of residential or commercial improvements together with an undivided interest in common elements as described in the master deed.

xii. Condominium Unit – An individual residential unit, together with an undivided interest in the common elements, as described in the master deed of the Condominium Regime. A Condominium Unit is also referred to in this Agreement as a Unit.

xiii. Condominium Unit Owner - The legal entity, person or persons owning a Unit in fee simple as evidenced by the recorded Unit deed.

xiv. County Share Constant – Shall mean 1.052631579.

xv. Default - The failure of any party bound by this Agreement to perform any obligation imposed on such party within applicable notice and cure periods provided in this Agreement.

xvi. Entity - The Parties agree that reference to the term "Entity" as used in this Agreement shall initially mean the Applicant and upon the transfer of title of the Project to a successor (other than transfer to a Condominium Unit Owner) shall mean such successor in interest to the Project, as applicable.

xvii. Force Majeure - shall mean any acts of God, fire, volcano, earthquake, hurricane, blizzard, infectious disease, epidemic, pandemic, technological disaster, catastrophe, large scale infestation of any type, tremors, flood, explosion, release of nuclear radiation, release of biotoxic or of biochemical agent(s), the elements, war, blockade, riots, mob violence or civil disturbance, any act(s) of terrorism or terroristic threat, a cyber-attack or unauthorized and/or illegal interference with computer communication systems that disables or substantially interferes with critical functions or access to data, an

inability to procure goods or services or a general shortage of labor, equipment, facilities, energy, materials or supplies in the open market, failure of transportation, strikes, walkouts, actions of labor unions, governmentally imposed moratoriums, court orders, laws, rules, regulations or other orders of governmental or public agencies, bodies or authorities, but only to the extent that such events directly cause an inability to perform a material provision of this Agreement and only to the extent that such events are out of the reasonable control of the Party claiming relief.

xviii. Improvements - Any building, structure or fixture permanently affixed to the land on which the Project is located as described in the master deed.

xix. In Rem Tax Foreclosure - A summary proceeding by which the City may enforce the lien for taxes due and owing by a tax sale. Said foreclosure proceeding is governed by N.J.S.A. 54:5-1 et seq.

xx. Land – The raw, unimproved land comprising the Property (defined below) exclusive of any improvements which may hereinafter be constructed thereon.

xxi. Land Taxes - The amount of ad valorem real property taxes levied on the value of the Land pursuant to N.J.S.A. 54:4-1 et seq., if any.

xxii. Law - The term "Law" or "Governing Law" shall refer to the Tax Exemption Law and all other relevant and applicable federal and state statutes, rules, regulations and municipal ordinances and resolutions consistent with and/or supplementing the requirements of the Law.

xxiii. Limited Dividend Entity - An urban renewal entity conforming to the terms of N.J.S.A. 40A:20-3(b).

xxiv. Master Developer – Asbury Partners, LLC, as master developer pursuant to that certain "Amended and Restated Redeveloper and Land Disposition Agreement" dated October 28, 2002, as amended.

xxv. Minimum Annual Service Charge - The Minimum Annual Service Charge shall be the amount of the total ad valorem real property taxes levied against the Land in the last full year in which the Land was subject to conventional local property taxation, as escalated by the increase in the Municipal Purposes Tax Rate in each intervening year since the Land was last subject to conventional local property taxation.

xxvi. Municipal Increase – In any given year shall mean the sum of one and the percentage increase in the Municipal Purposes Tax Rate from that of the prior year.

xxvii. Municipal Purposes Tax Rate - means the sum of: (i) general municipal purposes tax rate for the City as determined by the Monmouth County Board of Taxation pursuant to N.J.S.A. 54:4-42, N.J.S.A. 54:4-45, N.J.S.A. 54:4-47, N.J.S.A. 54:4-48 and N.J.S.A. 54:4-49, and (ii) the municipal library tax rate, if and to the extent existing.

xxviii. Net Profit - The Gross Revenue of the Entity less all operating and non-operating expenses of the Entity and any condominium charges or fees paid by the Entity and not reimbursed by a Condominium Unit Owner, all determined in accordance with generally accepted accounting principles and the provisions of N.J.S.A. 40A:20-3(c).

xxix. Project - The Property, housing units and related improvements thereon, which are the subject of and described in this Agreement (including the Project defined in the preambles) and the Application and as defined in N.J.S.A. 40A:20-3(e). The Project shall contain 28 residential housing Units (N.J.S.A. 46:8B-1 et seq.) as reflected in the master deed creating the Condominium Regime hereafter to be filed and recorded for the Project. The Project does not include the development of adjacent open space to be dedicated to the City or improvements located within the public rights-of-way, if any.

xxx. Pronouns – He, she or it shall mean the masculine, feminine or neuter gender, the singular, as well as the plural, as proper meaning requires.

xxxi. Property – The real property located in the City and identified on the official tax map of the City as Block 4205, Lots 2 and 3 (to be consolidated into Lot 3.01), including any Improvements constructed thereon as contemplated for the Project. The parties acknowledge that the Property consists solely of the Land as of the effective date of this Agreement.

xxxii. Sales Price – If unsold shall mean:

Unit	Designation	Sales Price	Number of Units
Bowery	2-Bedroom, 1 car garage	\$669,990.00	10
Murray Hill	2-Bedroom, 1 car garage	\$734,990.00	4
Union	3-Bedroom, 1 car garage	\$834,990.00	10
Greenwich	3-Bedroom, 1 car garage	\$879,990.00	4

The foregoing are the average base sales prices set forth in the Application but only to the transfer to a bona fide purchaser; upon transfer in a bona fide arm's length sale transaction, as prescribed by N.J.S.A. 40A:20-14(a), shall mean the true consideration stated in a deed for a Unit; and upon a transfer other than a bona fide arm's length sale transaction, shall mean the market value at the time of such transfer as determined by the City's tax assessor. The base sales process set forth in this Agreement are estimates and are not reflective of any options and any potential location premiums.

xxxiii. Special Assessment Agreement – That certain Special Assessment Agreement between the City and the Entity executed or to be executed with respect to the Project.

xxxiv. Statutes - The laws of the State of New Jersey including N.J.S.A. 40A:20-1 et seq.

xxxv. Subsequent Developer Agreement – That certain Subsequent Developer Agreement dated August 28, 2023 among the City, the Entity and the Master Developer entered

into by such parties with respect to the Project.

xxxvi. Substantial Completion - The determination by the City that a Unit in the Project is ready for occupancy and as further defined in N.J.S. A. 54:4-63.1 et seq. Issuance of a Certificate of Occupancy shall be conclusive proof of Substantial Completion.

xxxvii. Tax Ratio – the ratio set by the Monmouth County Board of Taxation from time to time pursuant to N.J.S.A. 54:3-17 et seq., representing the relationship of the assessed value of real property within the City to the market value of real property within the City. The Tax Ratio shall be deemed to be 100% in any year in which the City implements a revaluation or reassessment.

xxxviii. Termination – The expiration of this Agreement or the prior termination of this Agreement by the City, the Entity or a Condominium Unit Owner as set forth herein.

xxxix. Total Project Cost – The parties hereto stipulate that the Total Project Cost of the Project as defined in the Governing Law, is anticipated to be approximately the amount set forth in the Application.

Section 1.3 Exhibits Incorporated

All exhibits which are referred to in this Agreement and are attached hereto, are incorporated herein and made a part hereof.

Section 1.4 City Findings

Pursuant to the Law, the City finds that the tax exemption granted pursuant to this Agreement will benefit the City and its citizens and enhance the prospects of the City's Waterfront Redevelopment Area. The City further finds the benefits of granting a tax exemption for the Project far outweigh its costs, if any, and that absent such tax exemption the Project would not be undertaken. The Project is expected to assist in attracting residents to the City, result in new public infrastructure and creating employment opportunities within the City. The tax exemption will help to offset the extraordinary costs of developing and constructing the

Project. The high costs associated with the development of the Project together with conventional real estate taxes would otherwise operate as a disincentive to the redevelopment of the Property, make the Project materially less competitive in the market place and frustrate the goals and objectives of the City's Waterfront Redevelopment Plan.

ARTICLE II - APPROVAL

Section 2.1 Approval of Tax Exemption

The City by execution of this Agreement has granted and does hereby grant its approval for a tax exemption for the Project to be developed and to be maintained under the provisions of the Law on the Property. Pursuant to the Governing Law, the Project shall be exempt from taxation during the Term of this Agreement, and the Land shall be exempt from Land Taxes during the Term of this Agreement once the Annual Service Charge has commenced.

Section 2.2 Approval of Entity

The City hereby approves the Entity undertaking the Project. The Entity by execution of this Agreement hereby understands and agrees that it is obligated to comply and conform with Governing Law and this Agreement in all respects with applicable Laws. A copy of the Entity's amended certificate of formation is attached hereto as Exhibit 3. A copy of the approval of the Department of Community Affairs is similarly attached hereto as part of Exhibit 3.

Section 2.3 Land Taxes

Without limiting the provisions of Section 2.1 above, no Land Taxes or other separate tax on the Land shall be levied, assessed or be subject to separate taxation during the Term of this Agreement, provided however, that the Entity shall make payment of Land Taxes during the construction of the Project, as set forth at Section 4.5, below.

Section 2.4 The Urban Renewal Entity

In accordance with N.J.S.A. 40A:20-3(g), the Entity which initially owns and constructs the Project and all of the Units shall be a Limited Dividend Entity subject to the profit limitations

provided in the Governing Law. These profit limitations are specifically incorporated by reference in this Agreement, shall be applicable to this Agreement, and shall be appropriately considered and followed in the Auditor's Report required to be prepared and delivered under this Agreement.

In accordance with N.J.S.A. 40A:20-14(b), there is expressly excluded from the calculation of Annual Gross Revenue and from Net Profit as defined in the Governing Law and this Agreement any gain realized by the Entity on the sale of the Property or any Unit in the Project, whether or not taxable under federal or state law.

In accordance with N.J.S.A. 40A:20-15 (but subject to N.J.S.A. 40A:20-14(b)), whenever the Net Profit of the Entity for the period taken as one accounting period, commencing on the date on which the construction of the first Unit of the Project is completed and terminating at the end of the last full fiscal year of the Term shall exceed the Allowable Net Profit for the period, the Entity shall pay the excess net profits to the municipality as an additional service charge within 120 days of the close of that fiscal year.

Notwithstanding anything herein to the contrary, the Entity may maintain, during the Term of the Agreement, a reserve against vacancies, unpaid rentals and contingencies in an amount not to exceed 10% of the Annual Gross Revenues of such Entity for the last full fiscal year, and may retain such part of those excess net profits as is necessary to eliminate a deficiency in that reserve. Upon Termination of this Agreement, the amount of reserve, if any shall be paid to the City within 90 days of such Termination.

The Entity shall not make, declare or pay any profit, distribution or emolument of any kind to its principals, stockholders, members, partners, etc. in contravention of N.J.S.A. 40A:20-15. The Entity shall comply with the requirements of the Governing Law. All the organizational papers and documents regarding the formation/creation of the Entity have been forwarded to and approved by the State Department of Community Affairs. Any subsequent purchaser of

any Unit in the Project shall not be required to be an urban renewal entity but shall be fully subject to this Agreement. Unless this Agreement has been terminated, deeds made by the Entity to purchasers of Units in the Project shall reflect the existence of this Agreement as an encumbrance on title to such Unit.

The Entity shall have the powers and authority reflected in N.J.S.A. 40A:20-6 and 7 and all of the rights provided in the Governing Law. The Entity will construct the Project in accordance with the permits and approvals for the Project.

Notwithstanding the foregoing, to the extent that the Tax Exemption Law shall be amended and/or finally interpreted by a court of competent jurisdiction so that the provisions set forth in this Section 2.4 above no longer accurately reflect the provisions of the Tax Exemption Law, the Tax Exemption Law shall control unless the terms contained herein are ratified and validated in a similar fashion to N.J.S.A. 40A:20-22.

Section 2.5 Ownership, Management and Control

The Entity is or will become the designated redeveloper of the Property pursuant to the Subsequent Developer Agreement, and shall develop, operate, manage and sell the Units in the Project.

ARTICLE III - - DURATION OF AGREEMENT

Section 3.1 Term

Absent Termination of this Agreement, it is understood and agreed by the parties hereto that this Agreement shall remain in effect for thirty (30) years (the "Term") for each residential Unit, commencing on the date of Substantial Completion of each Unit, as set forth in Article IV below, after which time the tax exemption for each Unit shall expire and the land and the improvements comprising each Unit shall thereafter be assessed and taxed pursuant to N.J.S.A. 54:4-1 *et seq.* Notwithstanding the foregoing, the Term shall not extend for more than thirty-five (35) years from the date that this Agreement is executed by the Parties.

Section 3.2 Purpose and Benefits of Agreement

- A. Relative Benefits of the project when compared to the costs:
 - i The current real estate taxes on the Land, generate revenue of less than approximately \$54,600.00 per annum.
 - ii The Annual Service Charge will provide annual net revenue to the City of approximately \$142,869.72.
 - iii The Project will provide revenue to the City in an amount which is substantially greater than the amount the City would have received if conventional local property taxation had remained in effect with respect to the Property.
- B. Assessment of the Importance of the Tax Exemption/Abatement in obtaining development of the Project and influencing the locational decisions of probable occupants:
 - i Without the exemption, the Project is not financially viable;
 - ii The exemption permits better use of land and the construction of needed ratables; and
 - iii The exemption permits private development of housing in the City's Waterfront Redevelopment Area consistent with the City's Waterfront Redevelopment Plan.
- C. By the adoption of Ordinance No. _____ on _____, 2024 attached to this Agreement, the Mayor and City Council approved the above findings and those contained in Section 1.3, the Entity's Application and authorized the execution of this Agreement.

ARTICLE IV - ANNUAL SERVICE CHARGE

Section 4.1 Annual Service Charge — N.J.S.A. 40A:20-14

In consideration of the exemption from taxation for the Project, the Entity and each

successor Condominium Unit Owner, as applicable, shall, during the Term of this Agreement, make payment to the City of an Annual Service Charge for municipal services supplied to the Project and to each Unit which shall be:

a. In the period after Substantial Completion and prior to the closing of a Unit between the Entity and a third-party purchaser, the greater of (i) the Minimum Annual Service Charge or (ii) the Sales Price for such Unit multiplied by the Tax Ratio multiplied by the Municipal Purposes Tax Rate multiplied by the County Share Constant.

b. In the first year following the initial transfer of a Unit between the Entity and the third-party purchaser, the greater of (i) the Minimum Annual Service Charge or (ii) the Sales Price for such Unit multiplied by the Tax Ratio multiplied by the Municipal Purposes Tax Rate multiplied by the County Share Constant.

c. As an example, solely for illustrative purposes, if the Sales Price per unit was \$768,204.29, the Total Tax Rate was 1.546%, the Municipal Purposes Tax Rate was 0.631%, the Tax Ratio was 100.00% and the County Factor was 1.052631579, then the Pledged Portion of the Special Assessment would be \$6,773.94 and the Unpledged Portion of the Special Assessment (i.e. the annual service charge per unit) would be \$5,102.49 (i.e. \$11,876.44 - \$6,773.94).

d. In each following year

(a) in which the City is reporting 100% of value to the Monmouth County Tax Board, the greater of (i) the Minimum Annual Service Charge or (ii) the value assigned to the Unit by the tax assessor multiplied by the Municipal Purposes Tax Rate (the "Municipal Share") multiplied by the Tax Ratio multiplied by the County Share Constant.

(b) in which the City is not reporting 100% of value to the Monmouth County Tax Board, the greater of: (i) the Minimum Annual Service Charge or (ii) the prior year Municipal Share multiplied by the Municipal Increase multiplied by the County Share Constant.

The Annual Service Charge shall be calculated from the first day of the month following

the determination by the City of Substantial Completion of each Unit in the Project in the manner set forth herein.

During the Term, the city shall remit five (5%) percent of the Annual Service Charge received by it in the County of Monmouth upon the City's receipt of same.

The Administrative Fee further described a Section 8.2 hereof, shall constitute an additional Annual Service Charge.

In the event that the exemption of Land Taxes provided in Sections 2.1 and 2.3 hereof, and authorized by N.J.S.A. 40A:20-12, is invalidated by a court of competent jurisdiction, the Parties agree that this Agreement shall remain valid and in full force and effect, and the calculation of the Annual Service Charge herein shall be reformed as follows:

In addition to the Annual Service Charge as calculated at Section 4.1(a), (b), (c) or (d) above, as applicable, the Annual Service Charge shall be increased by the Land Taxes due multiplied by the County Share Constant. In the event that Land Taxes become due, the Entity has not waived the credit with respect to same set forth at N.J.S.A. 40A:20-12, and the City will apply the statutory credit to the Annual Service Charge due from the Entity or the Condominium Unit Owner, as applicable. For the avoidance of doubt, a Condominium Unit Owner shall have the right, at its option, to appeal the assessment of its Unit for (i) any tax year for which the City is reporting 100% of value to the Monmouth County Tax Board (i.e., when the City's Tax Ratio of assessed value to market value for real estate taxes is 100%); or (ii) the thirtieth (30th) year of the term of this Agreement. Any such appeal shall be filed in accordance with, and governed by, the applicable laws and regulations that govern tax appeals generally. Any such challenge shall be brought within the time permitted for the filing of tax appeals under Applicable Law. Notwithstanding the foregoing, if for any reason it should be determined that the tax court lacks jurisdiction, then the assessment may be contested pursuant to the dispute resolution provisions of this Agreement, and if an appeal was initially filed in a timely manner with the tax court, shall

be deemed to have been timely filed. Notwithstanding anything to the contrary herein, in no event may any tax appeal result in a reduction of the Pledged Portion of the Special Assessment under the Special Assessment Agreement.

Section 4.2 Quarterly Installments

Payment of the Annual Service Charge shall be made in quarterly installments on those dates when ad valorem real estate tax payments within the City are due subject, nevertheless, to adjustment for over or underpayments within thirty (30) days after the close of each calendar year. In the event that the Entity or any Condominium Unit Owner fails to timely pay the Annual Service Charge, the amount unpaid shall accrue interest at the rate applicable for unpaid real property taxes.

Section 4.3 Pro Rata Basis of Annual Service Charge

The Annual Service Charge with respect to each Unit of the Project for the year in which it is Substantially Completed, shall be adjusted on a pro rata basis from its commencement to the close of such calendar year. For the year in which Termination of this Agreement occurs, the Annual Service Charge shall be similarly pro-rated.

Section 4.4 Annual Service Charge Following Termination

The Entity or any Condominium Unit Owner may terminate this Agreement prior to the expiration of the Term with respect to its Unit upon thirty (30) days written notice to the City. This Agreement may also be terminated by the City in accordance with Section 19.1 below. After Termination of this Agreement with respect to the Project or to any Unit, whichever is applicable, the Property or such Unit shall thereafter be assessed and taxed as conventional real property. Termination of this Agreement prior to the maturity of the RAB Bonds shall not terminate the Entity's obligation to pay the Special Assessment, as defined below, in accordance with the terms of the RAB Bonds, which Entity obligation, for the avoidance of doubt, shall cease upon the sale of the Project to purchasers of Units in the Condominium as

set forth under Section 21.7 herein, and the Condominium Unit Owner shall then be responsible for the payment of the Special Assessments under the Special Assessment Agreement executed contemporaneously with this Agreement.

Section 4.5 During Construction

During the period between commencement of construction of the Project and the Substantial Completion of the Project and/or Unit(s), the Entity shall make a payment of only Land Taxes.

Section 4.6 Special Provisions Regarding the RAB Law

As a consequence of certain separate agreements implemented by City Ordinances and resolutions, the City has agreed that the cost of installation of infrastructure and related expenses required for the development of the Project is being financed by the City's issuance of bonds pursuant to the Redevelopment Area Bond Financing Law N.J.S.A. 40A:12A-64 et seq. (the "RAB Law"). Such improvements are also subject to a special assessment (the "Special Assessment", and more specifically in a Special Assessment Agreement). Therefore, acting in accordance with N.J.S.A. 40A:12A-66, the City and the Entity have agreed that the Annual Service Charge imposed on the Units has been determined in a manner that, at the time of the initial transfer of title of a Unit from the Entity to a Unit purchaser: (i) yields to the City the amount of net revenue that the City would have received (net of taxes payable to the county and for board of education purposes) had conventional local property taxation remained applicable to such Units; and (ii) the Special Assessment (including the Annual Service Charge) due on each Unit will not exceed the amount of conventional local property taxes that would have been due on each Unit had conventional local property taxation remained applicable to such Unit. Accordingly, the terms of N.J.S.A. 40A:20-12(b)(2) requiring a specified minimum and maximum Annual Service Charge and staged increases in the Annual Service Charge shall not apply during the term of this Agreement. This Agreement is conditioned upon issuance of the RAB Bonds by the City, after the City obtains all prerequisite governmental approvals

required for such issuance, and upon the RAB Bonds remaining outstanding during the Term of this Agreement. The City shall take no action to redeem the RAB Bonds prior to the Term of this Agreement.

Section 4.7 Leases

Any lease between the Entity and a tenant shall not require the City's consent or approval and may require that a tenant pay all or part of the applicable Annual Service Charge or Minimum Annual Service Charge provided that no requirement will relieve the Entity of such obligations under this Agreement unless agreed to by the City.

ARTICLE V - DISPUTE RESOLUTION

Section 5.1 Arbitration

In the event of a breach of the within Agreement, other than a payment default, or a dispute arising between the parties in reference to the terms and provisions as set forth herein, either party shall submit the dispute to arbitration, which shall utilize the New Jersey law and the arbitration rules of the American Arbitration Association to be resolved in accordance with such law, rules and regulations in such a fashion as to accomplish the purposes of the Governing Law and this Agreement. The cost of the arbitration shall be borne equally by the Parties. The Parties shall determine whether one arbitrator or a panel of three arbitrators will determine the dispute. An arbitrator shall be mutually acceptable to the Parties and shall have the following qualifications: (i) an attorney at law or other professional of the State of New Jersey, with no less than fifteen years' experience, and whose expertise is in redevelopment projects utilizing the Governing Law; or (ii) any other qualifications mutually acceptable to the Parties. In the event that the Parties cannot agree on the selection of the arbitrator(s), then the dispute shall be arbitrated by a panel of three arbitrators, with each party selecting each arbitrator, and those two arbitrators selecting the third.

The arbitrator(s) shall make written findings of fact and conclusions with respect to compliance with the Governing Law. Any arbitration award may be appealed by either party to

the New Jersey Superior Court, Law Division, with respect to asserted errors of fact or law, and the outcome of such appeal may be further appealed in the New Jersey courts, and shall not be limited in any way due to the origin of the action in arbitration.

In the event of a default in payment of the Annual Service Charge as defined in Article IV, above, the City, among its other remedies, reserves the right to proceed against the Entity's Property or the Unit that is the subject of the default, as applicable, in the manner provided by N.J.S.A. 54:5-1 et seq., irrespective of any Arbitration proceeding and any act supplementary or amendatory thereof. Whenever the word taxes appears or is applied directly or impliedly to mean taxes or municipal liens on land such statutory term shall be read, as far as pertinent to this Agreement, as if the Annual Service Charge constitutes taxes or municipal liens on land. In such event, however, the Entity does not waive any defense it may have to contest the right of the City to proceed in the above- referenced manner.

ARTICLE VI - CERTIFICATE OF OCCUPANCY

Section 6.1 Certificate of Occupancy

It is understood and agreed that it shall be the obligation of the Entity to Substantially Complete the Project and to obtain the Certificate(s) of Occupancy for each Unit within the Project at the time when each Unit is eligible for the issuance of a Certificate of Occupancy. The City shall cooperate to ensure that any offsite infrastructure or other improvements which is the responsibility of the City and/or the Master Developer are approved and completed in a timely manner to ensure the uninterrupted development and issuance of certificates of occupancy for the Units within the Project by the Entity.

Section 6.2 Substantial Completion

The Annual Service Charge is to commence on the first day of the month following the Substantial Completion of any Unit in the Project. The Annual Service Charge shall become payable upon the Substantial Completion of a Unit in the Project regardless of whether the Unit is sold, occupied or tenanted. Only Land Taxes shall be payable prior to Substantial

Completion, in accordance with Section 4.5.

Section 6.3 Filing of Certificate of Occupancy

It shall be the responsibility of the City to forthwith file with and or submit to the Tax Assessor of the City a copy of each Certificate(s) of Occupancy issued for a Condominium Unit in the Project.

Failure of the City to file or submit such issued Certificate(s) of Occupancy, as required by the preceding paragraph, shall not restrict the City's Tax Assessor from taking appropriate action.

The estimated cost data disclosed by the Application submitted by the Entity with this Financial Agreement may at the option of the City's Building Department be used as the basis for construction cost determinations applicable to the issuance of building permits(s) for the Project.

ARTICLE VII - ANNUAL AUDITS

Section 7.1 Accounting System

The Entity agrees to maintain a system of accounting and internal controls required for proper record control under the Agreement. The requirements for submission of periodic reports by the Entity including, without limitation, any Auditor's Reports except for a final accounting required by the Law, shall cease when the Entity no longer has an interest in the Project and has sold all Units as evidenced by recorded deeds or except as required by the Governing Law, following Termination of this Agreement.

Section 7.2 Periodic Reports

Within ninety (90) days after the close of each fiscal or calendar year, depending on Entity's accounting basis for the duration of this Agreement, (taking into account Section 7.1), the Entity shall submit an auditor's report certified by a certified public accountant for the preceding fiscal or calendar year to the City's Chief Financial Officer and the City Clerk, and

the Director of the New Jersey Division of Local Government Services. The auditor's report shall conform to all applicable standards of the Tax Exemption Law and shall include the following data:

Annual Gross Revenue data, Net Profits, excess profits, sales date, sales price of each Unit, principal amount and the interest rate of any mortgage(s) associated with the purchase of each Unit, to the extent known, a listing of those Units identified as investor owned Units and such details as may relate to the financial affairs of the Entity and to its operation and performance hereunder, including gross revenues, allowable profits, mortgage agreements and financial agreements pursuant to the Governing Law and this Agreement.

Failure by the Entity to submit the reports required by this Article VII shall subject the Entity to a fine, payable to the City, commencing on the 91st day after such report is due, in the amount of \$100.00 per day for each day after the 90th day that such report is not filed.

Section 7.3 Project Sales or Leases

When the Project or Unit is sold, all relevant data regarding such sale, including date, consideration, all recorded closing documents (such as deed and affidavit of consideration), shall be submitted to the City Clerk and the Tax Assessor.

Section 7.4 Inspection

The Entity shall permit upon proper request an inspection of property, equipment, buildings and other facilities of the Project as well as an examination and audit of the books, contracts, records, documents and papers by representatives duly authorized by the City or the New Jersey Division of Local Government Services in the Department of Community Affairs. Such examination or audit shall be made following reasonable advance notice during business hours, and shall be conducted in the presence of any officer or agent of the Entity to which the examination or audit relates.

ARTICLE VIII - APPLICATION AND ADMINISTRATIVE

FEE

Section 8.1 Application Fee

The Entity has paid to the City \$2,857.39, representing two percent (2%) of the estimated first year's Annual Service Charge, as a fee for processing the Application.

Section 8.2 Administrative Fee

(a) Defined. The Entity acknowledges and agrees that, in addition to the payment of the Annual Service Charge, an annual administrative fee to the City shall be payable. The annual Administrative Fee shall be 2% of the Annual Service Charge in each year. For purposes of enforcement of collections, such payments shall be considered to be an additional part of the Annual Service Charge and shall be included in billing statements provided by the City to Unit Owners. The Administrative Fee shall be payable and due on or before December 31st of each year with interest accruing for late payments in accordance with the standards applicable to the Annual Service Charge.

(b) Submission of Deeds. The Entity shall submit filed copies of all deeds certified to be true copies within thirty (30) days of a closing to the City Tax Assessor.

ARTICLE IX - INTENTIONALLY OMITTED

ARTICLE X - ASSIGNMENT AND/OR ASSUMPTION

Section 10.1 Assignment

The Entity may assign its rights under this Agreement with the prior written consent of the City, which consent will be granted provided (a) the new entity is an urban renewal entity formed pursuant to the Governing Law, (b) at the time of such assignment, the new entity is or has agreed to become the fee owner of the Project and has agreed in writing to undertake any remaining construction and completion of the Project; (c) the new entity does not own any other Project subject to a long term tax exemption at the time of transfer; (d) the assignor Entity is not then in default of this Agreement; (e) the assignor Entity's obligations under this Agreement

are fully assumed by the new entity; (f) the new entity shall have demonstrated to the City's reasonable satisfaction its financial capability and experience; and (g) the assignor Entity shall pay the City a transfer fee equal to two percent (2%) of the then current Annual Service Charge as required by N.J.S.A. 40A:20-10(d). Upon the transfer of this Agreement to an assignee, the Entity shall be discharged from any further obligation with respect to the Project. Voluntary transfers of more than ten (10%) percent of the ownership of the Project or any portion thereof shall be subject to N.J.S.A. 40A:20-5e. Nothing contained in this Agreement shall prohibit transfers of interests in the Entity itself provided that notice of the transfer, if greater than ten (10%) percent, shall be provided to the City in accordance with N.J.S.A. 40A:20-5e.

Section 10.2 Deeds Recital

While this Agreement remains in effect, deeds for Units in the Project shall include a recital that (a) the grantee is subject to the terms and conditions of this Agreement and the Special Assessment Agreement, and (b) that each of this Agreement and the Special Assessment Agreement run with the land for the duration of this Agreement and the Special Assessment Agreement respectively, and that by accepting this deed, the grantee acknowledges it has received from the Entity a true copy of each of this Agreement and the Special Assessment Agreement, the originals of which may be examined by the grantee in the Office of the City Clerk during regular working days and hours.

Section 10.3 Operation of Project

Following the filing of the master deed creating the condominium, the Project shall be operated in accordance with the provisions of the New Jersey Condominium Act, N.J.S.A. 46:8B-1 *et seq.* as now or hereafter amended and/or supplemented. The Entity hereby agrees at all times prior to the expiration or termination of this Agreement to remain bound by the provisions of this Agreement and those of N.J.S.A. 40A:20-1 *et seq.*, as currently amended and supplemented with respect to Units in the Project which are owned and not sold by either Entity.

Upon the sale of any Unit, the successor in title shall be similarly bound and the Entity shall be relieved and discharged from any obligation or liability under this Agreement with respect to such Unit.

ARTICLE XI - INTENTIONALLY OMITTED

ARTICLE XII - RECORDING

Section 12.1 Recordation of Agreement

The City shall record at the Entity's expense a fully signed original of this Agreement with the office of the Monmouth County Clerk prior to the first conveyance of a Condominium Unit by the Entity.

ARTICLE XIII - WAIVER

Section 13.1 Waiver

Nothing contained in this Agreement shall constitute a waiver or relinquishment by the Entity or the City of any rights and remedies, including without limitation, the City's right to terminate this Agreement and the tax exemption granted hereunder for an uncured breach of any of the terms provided herein. Nothing herein shall be deemed to limit any right of recovery of any amount which the City or the Entity has under law, in equity, or under any provisions of this Agreement.

ARTICLE XIV - NOTICES

Section 14.1 Sent by City

Any notice required hereunder to be sent by either Party to the other shall be sent by a nationally recognized overnight courier service or by certified or registered mail, return receipt requested, addressed as follows:

When sent by the City to the Entity notices shall be addressed to PHM Sunset Square Urban Renewal LLC, Attention: James P. Mullen, Esq., Director of Land Entitlements, NE Corridor Division, 750 US Highway 202, Suite 500, Bridgewater, NJ 08807,

unless, prior to the giving of notice, the Entity shall have notified the City otherwise in writing.

Upon the transfer of title to any Unit in the Project, notice shall be sent to the new owner at the Project or to the address listed for the Condominium Unit Owner on the last tax duplicate of the City unless written notice of a different address for the Condominium Unit Owner was provided to the Tax Assessor and Tax Collector of the City.

Section 14.2 Sent by Entity

When sent by the Entity or Condominium Unit Owner to the City, notice shall be addressed to the City Clerk, Mayor and City Manager at City Hall, One Municipal Plaza, Asbury Park, New Jersey 07712, unless, prior to the giving of notice, the City shall have notified the Entity or Condominium Unit Owner otherwise in writing. The notice to the City shall identify the subject and property to which it relates.

ARTICLE XV - INTENTIONALLY OMITTED

ARTICLE XVI -

CONSTRUCTION/ENFORCEMENT

Section 16.1 Applicable Law

This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey.

ARTICLE XVII - WASTE AND REFUSE DISPOSAL

Section 17.1 Responsibility of Entity

Unless the City otherwise agrees, collection and disposition of all solid waste, refuse and recyclables emanating from the Project shall be the exclusive responsibility of the Entity prior to the filing of the master deed creating the condominium, and thereafter by the Condominium Association. The Entity or other responsible party shall engage a licensed collector, hauler or scavenger at the Entity's (or other responsible party's) cost and expense to collect and dispose such waste and recyclables.

ARTICLE XVIII - INDEMNIFICATION

Section 18.1 Defined

It is understood and agreed that, in the event the City shall be named as a party defendant in any action brought against the Entity by reason of any breach, default or a violation of any of the provisions of the within Agreement and/or the provisions of N.J.S.A. 40A:20-1 et seq., by the Entity, the Entity shall indemnify and hold the City harmless, and the Entity agrees to defend the suit at its own expense, unless the City is found to have committed gross negligence and/or willful misconduct. However, the City maintains the right to intervene as a party thereto to which such intervention the Entity hereby consents. The expense of such intervention thereof shall be borne by the City.

ARTICLE XIX - DEFAULT

Section 19.1 Default

“Default” shall be the failure of the Entity or a Condominium Unit Owner to perform its obligations under this Agreement after notice and within applicable cure periods provided in this Agreement.

Section 19.2 Cure Upon Default

Should the Entity or any Condominium Unit Owner be in default in the payment or performance of its obligations under this Agreement, the City shall notify such defaulting party of said default. Said notice shall set forth with particularity the basis of the alleged default. The defaulting party shall have 90 days to cure any default, except for a payment default, which the defaulting party shall have 10 days to cure. If any non-payment default cannot be cured within the cure period then, provided that diligent cure efforts are being prosecuted, the period for cure shall be extended for an additional 90 days after which this Agreement may be terminated in accordance with the Governing Law. Assuming that a condominium regime has been established with respect to the Project this Agreement may be terminated partially and solely in respect of the condominium Unit in the Project owned by the party to which the Default applies in accordance with Governing Law.

Section 19.3 Remedies Upon Default

The City shall, among its other remedies, have the right to proceed against the real property, which may be an individual condominium Unit, as applicable, that is the subject of the default pursuant to the In Rem Tax Foreclosure Act, N.J.S.A. 54:5-1 et seq. All of the remedies provided in this Agreement to the City and all rights and remedies granted to it by law and equity shall be cumulative and concurrent but shall, assuming a condominium regime has been established with respect to the Project, be applied solely against the Unit within the Project to which the Default applies. Further the bringing of any action for any unpaid charges due to the City under this Agreement, the Annual Service Charge, or for breach of any covenant or the resort to any other remedy herein provided for shall not be construed as a waiver of the right of the City to terminate the tax exemption as to the real property which is the subject of the Default, or assuming that a condominium regime has been established with respect to the Project against the Unit within the Project which is the subject of the Default.

Section 19.4 Force Majeure

The Parties acknowledge and agree that the performance or non-performance by both or either of the Parties of any obligation, requirement, commitment or responsibility set forth in this Agreement shall not be deemed to be an Event of Default where such performance, failure of performance or delay in performance is the result of a Force Majeure Event, provided however, that the Force Majeure Event was not the result of or did not arise out of any unlawful action or non-action of the party relying on such Force Majeure Event as justification for the performance, failure of performance, or delay in performance of the subject obligation, requirement, commitment or other responsibility. In the event of a Force Majeure Event, either party hereto may obtain an extension of time to perform any obligations arising under this Agreement by notifying the other party in writing pursuant to the provisions of Article XIV of the Force Majeure Event no later than thirty (30) days after the first occurrence of the Force Majeure

Event, and such extension of time shall commence upon the first occurrence of the applicable Force Majeure Event; provided, however, that if either party fails to give such notice within such thirty (30) day period, and the event or occurrence that is the basis for the Force Majeure Event continues for more than thirty (30) days, such delay shall still be a Force Majeure Event that excuses the impacted party's performance if the impacted party gives notice thereof, but the period of time during which such performance is excused shall commence on the date when the notice is received by the non-impacted party. Any such extension of time shall only be for so long as the Force Majeure Event reasonably requires.

ARTICLE XX - TERMINATION

Section 20.1 Termination Upon Default of the Entity or Condominium Unit Owner

In the event the Entity or Condominium Unit Owner fails to cure or remedy such default or breach within the time period provided in Section 19.2, the City may terminate this Agreement as to the Condominium Unit(s) affected by the Default upon 30 days written notice to the Entity or Condominium Unit Owner then in Default. For purposes of the Entity rendering a final financial accounting, the termination of this Agreement shall be deemed to be the end of the fiscal year for the Entity or Condominium Unit Owner. The Entity then in Default shall within 90 days after the date of such termination, pay to the City a sum equal to the amount of the reserve, if any, maintained pursuant to N.J.S.A. 40A:20-13 and N.J.S.A. 40A:20-15 as well as the excess profit, if any, payable under this Agreement. The termination date of this Agreement shall be deemed to be the end of such Entity's fiscal year.

Upon such termination of the exemption for the Project or any Unit, all affected properties and all improvements made to the Project or applicable Unit, as the case may be, shall be assessed from the date of termination under conventional real property taxation principles.

ARTICLE XXI - MISCELLANEOUS

Section 21.1 Conflict

The parties agree that in the event of a conflict between the Application, and this Agreement, this Agreement shall govern and control. The Governing Law shall supersede any conflict between its terms and this Agreement provided that the Governing Law shall be interpreted and applied in a manner consistent with the terms of the RAB Law, N.J.S.A. 40A:12A-64 et seq.

Section 21.2 Oral Representations

There have been no oral representations made by any of the Parties hereto which are not contained in this Agreement. This Agreement, the City's Ordinance approving this Agreement, the Application, the Subsequent Developer Agreement and the Special Assessment Agreement constitute the entire agreement between the Parties, and there shall be no modifications hereto other than by a written instrument executed and delivered by the Parties.

Section 21.3 City's Ordinance

The City's Ordinance approving this Agreement is incorporated in this Agreement and a made part hereof.

Section 21.4 Good Faith

The covenants of good faith, fair dealing and implied necessity are deemed incorporated into and made a part of this Agreement.

Section 21.5 Grammatical Usage

The bracketing, of the letter "s" at the end of a word such as Unit(s) shall mean the singular or plural as proper meaning requires and all related verbs and pronouns shall be made to correspond.

Section 21.6 Tentative Financial Plan

A financial plan and detailed representations and covenants by the Entity conforming to

N.J.S.A. 40A:20-9 for the undertaking of the Project is included in the Application. The Entity represents that they will diligently attempt to construct the Project in accordance with the information contained in the Application and the terms of the Subsequent Developer Agreement.

Section 21.7 Condominium Sales

Notwithstanding any contrary term or provision of this Agreement, the City expressly agrees and consents to the sale of the Project to purchasers of Units in the Condominium to be formed upon the filing of the master deed and to their successors and assigns and that upon the transfer of title to a Unit by the Entity to the purchaser of such Unit (which shall be deemed to have occurred upon such Unit's sale), the Entity's obligations under this Agreement with respect to such Unit shall cease, the tax exemption granted hereby and all obligations related thereto shall continue and inure to and bind each purchaser of a Unit and his successors and assigns notwithstanding that such persons are not urban renewal entities pursuant to the Governing Law. The proceeds of the sale of Units in the Project shall not be included in the Annual Gross Revenue or Net Profits of the Entity.

Section 21.8 Payment of Other Fees for Municipal Services

To the extent that the City collects fees from property owners for the provision of certain services provided by the City or its agents, the Entity agrees to make payments for such municipal services, including without limitation water and sewer charges and any services that create a lien on parity with or superior to the lien for the land taxes and Annual Service Charges, as required by law. Nothing herein is intended to release Entity from its obligation to make such payments during such time as the Entity owns the Property and/or Condominium Units

Section 21.9 Severability

If any term, covenant or condition of this Agreement shall be judicially declared to be

invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Financial Agreement shall be valid and be enforced to the fullest extent permitted by Applicable Law.

If any portion of this Agreement shall be judicially declared to be invalid and unenforceable and provided that a default has not been declared pursuant to this Agreement, the Parties shall cooperate with each other to take the actions reasonably required to restore the Agreement to the manner and economic effect contemplated by the Parties, including, but not limited to the authorization and amendment of this Agreement in a form reasonably drafted to effectuate the original intent of the Parties.

Section 21.10 Certification

The City shall certify to the City Tax Assessor, pursuant to the Governing Law, that this Agreement entered into by the City and the Entity has been lawfully entered into and is in effect pursuant to the Governing Law. The delivery by the City to the City Tax Assessor of a certified copy of the Ordinance shall constitute the required certification. Upon the delivery of the certification as required hereunder, the City Tax Assessor shall implement the tax exemption and continue to enforce the tax exemption without further certification by the City until the Termination Date. Further, upon the execution and delivery of this Agreement, the Ordinance shall be transmitted to the Director of the New Jersey Division of Local Government Services in the Department of Community Affairs by the City.

Section 21.11 Estoppel Certificate

Within thirty (30) days following written request therefor by the Entity, or any mortgagee, purchaser, tenant or other party having an interest in the Project, the City shall issue a signed estoppel certificate in reasonable form stating that (i) this Agreement is in full force and effect,

(ii) to the best of the City's knowledge, no default has occurred under this Agreement (nor any event which, with the passage of time and the giving of notice would result in the occurrence of a default) or stating the nature of any default; and (iii) stating any such other reasonable information as may be requested. In the event the estoppel certificate discloses a default, it shall be identified with reasonable detail and also state the manner in which such default may be cured.

Section 21.12 Exhibits

The following Exhibits are attached hereto and incorporated herein as if set forth at length herein:

1. Exhibit 1 - The Application.
2. Exhibit 2 - Ordinance authorizing the execution of this Agreement.
3. Exhibit 3 - Certificates of the Entity approved by Department of Community

Affairs.

[INTENTIONALLY LEFT BLANK; SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

PHM SUNSET SQUARE URBAN
RENEWAL, LLC
By: Preserve I, Inc. – Its Sole Member

By: _____
Name: James P. Mullen
Title: Division Director of Land Planning
and Entitlements

THE CITY OF ASBURY PARK

John Moor, Mayor

[SEAL]

ATTEST:

Cindy Dye, RMC, City Clerk

STATE OF NEW JERSEY,
COUNTY OF MONMOUTH

SS:

I CERTIFY that on _____, 2024, John Moor personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized and did execute this instrument as Mayor of the City of Asbury Park, NJ; and
- (c) executed the instrument as the act of the City of Asbury Park, NJ.

Notary Public

STATE OF NEW JERSEY,
COUNTY OF SOMERSET

SS:

I CERTIFY that on _____, 2024, James P. Mullen personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized and did execute this instrument as Division Director of Land Planning and Entitlements, of Preserve I, Inc., the sole member of PHM Sunset Square Urban Renewal, LLC; and
- (c) executed the instrument as the act of PHM Sunset Urban Renewal LLC as authorized by appropriate resolution or certificate of unanimous consent of said limited liability company.

Notary Public

EXHIBIT 1
The Application

Attachment: Financial Agreement Council package 4.15.24 (2024-16 : PHM SUNSET SQUARE URBAN RENEWAL LLC Block 4205 Lot 2 and 3

EXHIBIT 2
Ordinance

Attachment: Financial Agreement Council package 4.15.24 (2024-16 : PHM SUNSET SQUARE URBAN RENEWAL LLC Block 4205 Lot 2 and 3

EXHIBIT 3
Certificates of the Entity

(TO BE PROVIDED)

APPLICATION FOR LONG TERM TAX EXEMPTION
(COMMERCIAL/RESIDENTIAL/CONDOMINIUM PROJECT)

OFFICE OF THE
CITY MANAGER
MUNICIPAL BUILDING
ONE MUNICIPAL PLAZA
ASBURY PARK, NEW JERSEY 07102

*PHM Sunset Square Urban Renewal
LLC*

Name of Applicant

*750 US Hwy NO 202, Suite 500
Bridgewater Twp, NJ 08807*

Address of Applicant

*401 Kingsley Street
Asbury Park, NJ 07712*

Address of Project Site

THE UNDERSIGNED, ON BEHALF OF AND WITH THE POWER AND INTENT TO BIND THE APPLICANT, HEREBY CERTIFIES TO THE CITY AS FOLLOWS, AND HEREBY ACKNOWLEDGES THAT THE STATEMENTS CONTAINED HEREIN ARE MADE IN INDUCEMENT OF A TAX ABATEMENT PURSUANT TO THE LONG TERM TAX EXEMPTION LAW:

SECTION A: APPLICANT INFORMATION

1. Name of Applicant:

PHM Sunset Square Urban Renewal LLC

2. Address of Applicant:

*750 US Hwy NO 202, Suite 500
Bridgewater Twp, NJ 08807*

SECTION B: PROPERTY INFORMATION

3. Identification of Property:

- a. State the street address of the proposed project site (the "Project Site"), according to the currently effective tax map of the City (the "Official Map"):

1401 Kingsley Street and 205 Sunset Avenue

- b. State the block and lot number(s) corresponding to the Project Site on the Official Map:

Block 4205 Lots 2 & 3 (to be consolidated into Lot 3.01)

- c. Identify the designated Redevelopment Area or applicable zone district in which the Project Site is located:

“Waterfront Prime Renewal Area” of the “Asbury Park Waterfront Redevelopment Plan (Plan IV),” adopted by the City on June 5, 2002,

- d. Attach a metes and bounds description of the Project Site.

See Schedule A attached hereto.

- e. Attach a sealed copy of a survey of the Project Site OR provide a plotting thereof drawn from the Official Map.

See Schedule B attached hereto.

4. Current Assessment and Tax Status of the Project Site:

a. Current Assessment

<u>BLOCK</u>	<u>LOT</u>	<u>LAND</u>	<u>IMPROVEMENTS</u>	<u>TOTAL</u>
4205	2	\$1,113,600	\$0	\$1,113,600
4205	3	\$2,784,100	\$0	\$2,784,100
		\$	\$	\$
		\$	\$	\$

b. Current Tax Status

<u>BLOCK</u>	<u>LOT</u>	<u>REAL PROPERTY BALANCE</u>	<u>WATER/SEWER</u>	<u>TOTAL</u>
4205	2	\$0	\$0	\$0
4205	3	\$0	\$0	\$0
		\$	\$	\$
		\$	\$	\$

c. Merger

If the Project Site is comprised of more than one lot on the Official Map, the Applicant hereby represents to the Mayor and Council that the Applicant will simultaneously herewith apply to the Planning Board upon site plan approval in writing for a merger of the lots into one or more lots, as proper land assessment requires. Applicant's failure to make such petition shall permit the assessor to make a merger of lots in a manner deemed appropriate to him or her and the Applicant shall be bound thereby and to the merger's effective date and the valuation of the land.

SECTION C. MUNICIPAL ASSISTANCE REQUESTED

5. What type of Long-Term Tax Exemption/PILOT is the Applicant requesting? (Note: if the proposed project incorporates more than one type of use, identify the type of Long-Term Tax Exemption/PILOT requested for each use.)

a. _____ Long Term Commercial.

Industrial Project with an annual service charge equal to fixed percent of annual gross revenue (*N.J.S.A. 40A:20-12*).

b. _____ Long Term Commercial.

Industrial Project with an annual service charge equal to 2% of total project cost (*N.J.S.A. 40A:20-12*). (Owner Occupied only).

c. _____ Long Term Residential Project.

Annual service charge based on the formula established pursuant to *N.J.S.A. 40A:20-12(b)(1)*.

d. X Long Term Residential Condominium.

Annual service charge based on the formula established pursuant to *N.J.S.A. 40A:20-12(b)(1)*.

6. The requested duration of Long-Term Tax Exemption/PILOT is 30 years.

SECTION D: PROJECT INFORMATION

7. Describe the proposed project. Include a detailed description of the improvements to be made to the Project Site that includes, but is not limited to; the housing type(s) proposed, number of residential units, number of affordable housing units, floor area of commercial space, number of surface parking spaces, number of structured parking spaces, and number of building stories.

See attached Schedule C.

8. Provide a detailed breakdown of the total estimated project cost. Attach substantiation of the assumptions utilized and attach a signed and sealed architect's certification as to the construction costs. Please also see N.J.S.A. 40A:20-8 and comply therewith.

See attached Schedule D.

9. Provide a detailed spreadsheet indicating of the type of units along with square footage, bed/bath count (if applicable), and projected estimated monthly or annual rents of each.

See Project description attached as Schedule C. Unit rental is N/A.

10. Identify the total estimated Annual Gross Revenue pursuant to N.J.S.A. 40A:20-3(h). Please attach a tentative financial plan for the Project, including but not limited to the following information, as appropriate: schedule of rents, estimated expenditures for operation and maintenance, payments for interest, amortization of debt and reserves, payments to the City to be made pursuant to a financial agreement to be entered into with the City, and anticipated rate of return (to demonstrate satisfaction of constitutional but-for test).

See attached Schedule E.

11. Describe the method of financing the project, including but not limited to a recapitulation of relevant financing terms (to the extent known), and the identification of funding sources.

Self-funded by applicant.

12. Provide an estimated project schedule, including the anticipated project completion date.

See attached Schedule F.

13. Disclosure Statement:

- a. Name of Corporation, Partnership or Entity:

PHM Sunset Square Urban Renewal LLC

- b. Principal place of business:

*750 US Hwy NO 202, Suite 500
Bridgewater Twp, NJ 08807*

- c. Name of statutory agent and address upon whom legal process may be served is:

*Corporation Service Company
100 Charles Ewing Blvd
Princeton South Corp. Ctr, Ste 160
Ewing, New Jersey 08628*

- d. Incorporated in the State of
- New Jersey

The following represents the name and addresses of all stockholders or partners owing a 10% or greater interest in the above corporation or partnership. If one or more of the above named is itself a corporation, partnership, or entity, I have annexed hereto the names and addresses of anyone owing a 10% or greater interest therein.

<u>Name of Owner(s)</u>	<u>Address</u>	<u>Percent Owned</u>
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See attached Schedule G.

- e. Name of Directors

<u>Name of Owner(s)</u>	<u>Address</u>	<u>Title</u>
-------------------------	----------------	--------------

None.

14. List all parties (persons or entities) affiliated or otherwise connected with the Applicant who have any interest in any agreement concerning tax exemption that is currently in force and effect with the City of Asbury Park.

<u>Name</u>	<u>Name of Urban Renewal Entity</u>
<u>None</u>	

15. List all parties (persons or entities) affiliated or otherwise connected with the Applicant who have any interest in any other contract or agreement that is currently in force and effect with the City of Asbury Park.

<u>Name</u>	<u>Type of Contract or Agreement</u>
<u>PHM Sunset Square Urban Renewal LLC</u>	<u>Subsequent Developer Agreement</u>

16. Describe the number and manner of temporary jobs (including skill level and any certifications or memberships needed) to be created by the Project during the construction period. Also describe the number and manner of permanent jobs (including skill level and any certifications or memberships needed) to be created by the Project within one year after completion.

See attached Schedule H.

17. Provide any further information that you wish the City to consider, for example, public benefits that will accrue to the City, its residents or the surrounding community from construction of the Project. (For illustrative purposes only: Will the undertaking of the Project include the remediation of any environmental hazards? Will the Project serve to enhance, preserve or reuse any property or building of historic interest? Will the Project provide expanded or rehabilitated open space or recreational facilities?)

See attached Schedule H.

18. The proposed Project complies with the Asbury Park Waterfront Redevelopment Plan (Plan IV) (insert name of redevelopment plan) as adopted and on file with the City Planning Board.

19. The undertaking conforms to all applicable municipal ordinances, its completion will meet an existing need, and the Project accords with the Master Plan of the City as it currently exists or as it will be amended.

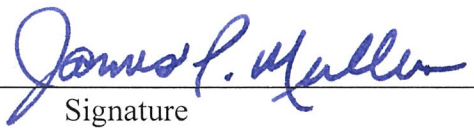
20. The construction of the Project has not commenced nor will it commence prior to the final approval and execution of a Financial Agreement between the City and the Applicant.

21. No office or employee of the City has any direct or indirect personal or financial interest in the Project which is the subject of this application.

22. Please state any exception(s) to the statements made (#1 to #21 above).

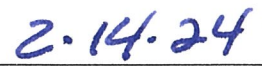
None.

23. I certify that all the foregoing statements made by me are true. I am aware that if of the foregoing statements made by me are willfully false, I am subject to punishment.


Signature

James P. Mullen, Division Director of Land Planning and Entitlements.
By: Preserve I, Inc. its Sole Member

Print Name and Title


Date

Applicant(s) shall submit ten (10) copies executed in the original. Where the Applicant is other than an individual person, the signature on the application shall be certified as to its authenticity and authority by the submission of a notarized corporate resolution bearing the seal of the corporation and the signature of the secretary of the corporation or similar bona fide evidence.

SCHEDULE LIST

- A - Metes and bounds description.
- B - Survey.
- C – Project Description.
- D – Breakdown of total estimated project cost.
- E – Tentative financial plan.
- F – Estimated project schedule.
- G – Disclosure of owners owning 10% or greater.
- H – Summary of project benefits.

SCHEDULE A
M&B Description



1800 Route 34, Suite 101
Wall Township, New Jersey 07719
T: 732.312.9800
F: 732.312.9801
fpaengineers.com

**DESCRIPTION OF LOTS 2 & 3, BLOCK 4205
CITY OF ASBURY PARK
MONMOUTH COUNTY, NEW JERSEY**

All that certain parcel, or tract of land situated in the City of Asbury Park, Monmouth County, New Jersey, known as Lots 2 & 3, Block 4205, being more particularly described as follows:

BEGINNING at a point of intersection of the Northerly line of Sunset Avenue (a 100 foot wide right of way per Tax Map), and the Westerly line of Kingsley Street (a 75 foot wide right of way per Tax Map) as mentioned in Deed Book 8479, Page 2625, and from said point of beginning running thence,

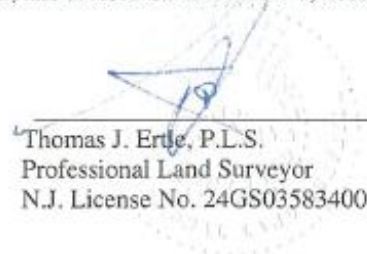
1. North 74° 57' 43" West, a distance of 175.00 feet along said Northerly line of Sunset Avenue to a point in the Easterly line of Lot 1, Block 4205; thence,
2. North 15° 02' 17" East, a distance of 192.00 feet along said Easterly line to a point marked by an iron pipe found in the Southerly line of 16 foot wide Alley (as recited in Deed Book 1183, Page 468); thence,
3. South 74° 57' 43" East, a distance of 175.00 feet along said Southerly line of 16-foot-wide Alley to a point in the Westerly line of Kingsley Street; thence,
4. South 15° 02' 17" West, a distance of 192.00 feet along said Westerly line of Kingsley Street to the point and place of **BEGINNING**.

Containing 33,600 square feet, more or less, or 0.771 acres, more or less.

Subject To:

- A. Any recorded or unrecorded easements, restrictions and covenants.

Being intended to describe Lots 2 & 3, Block 4205, as shown on a map entitled, "Boundary & Topographic Survey, Prepared for Lots 2 & 3, Block 4205, Situated in the City of Asbury Park, Monmouth County, New Jersey", prepared by French & Parrello Associates, P.A., dated January 17, 2022, and revised on December 7, 2022.


 Thomas J. Ertle, P.L.S.
 Professional Land Surveyor
 N.J. License No. 24GS03583400

SCHEDULE B
Survey

Attachment: SIGNED Sunset Square APPLICATION FOR LTTE(10523254.3) (2024-16 : PHM SUNSET SQUARE URBAN RENEWAL LLC Block

SCHEDULE C**NARRATIVE DESCRIPTION OF PROJECT INCLUDING ZONING ANALYSIS****NARRATIVE OF DESCRIPTION OF PROJECT**

Applicant proposes to redevelop and repurpose an existing vacant lot into a residential Community consisting of twenty-eight (28) market-rate, for-sale, stacked townhouses in 2 buildings, with each townhome having a one car garage and individual driveway space. Applicant intends to offer four (4) different townhouse models including:

- Bowery = 1,004 square feet
- Murray Hill = 1,238 square feet
- Union = 1,654 square feet
- Greenwich = 1,930 square feet

The Project will be offered to all interested purchasers and will not be restricted to any group or groups on the basis of age or income. The Applicant also proposes to improve the Property with customary site improvements, including landscaping, lighting, stormwater facilities, etc. Each unit will have one exterior, surface parking space and one internal garage parking space. Applicant will comply with the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A:-1 et seq. with respect to the proposed project, including the requirement that the Project residents will not be restricted on the basis of age, income, or any other factor. The Project does not require any variances, deviations, waivers or other relief from the Waterfront Redevelopment Plan.

SCHEDULE D
TOTAL PROJECT COST ESTIMATE
(AS CERTIFIED BY ARCHITECT OR ENGINEER)

Account Category	Gross	Per Lot
10006-Land - Sales Surcharge	-	-
10106-Interest/Escalator - Lan	-	-
10108-Broker Fees	-	-
10202-Legal Fees	95,880.00	3,424
10204-Prepaid Tap Fees/Syst De	255,472.00	9,124
10214-Recording Fees	5,000.00	179
10216-Title Insurance	33,500.00	1,196
10218-Contribution to Local Pool	378,000.00	13,500
10220-Impact/Proffers Fees 1	-	-
10228-School/Park Contribution	-	-
10232-Municipal Fees	90,390.56	3,228
10302-Preliminary Engineering	275,280.00	9,831
10312-Landscape Architecture	-	-
10316-Final Engineering/Design	-	-
10318-Const Phase-Engineering	68,500.00	2,446
Soft Costs	1,202,022.56	42,929
10322-Compaction/Construction	67,695.00	2,418
10400-Clearing & Brushing	-	-
10406-Demolition	39,500.00	1,411
10414-Unsuitable Soils/Rock	228,750.00	8,170
10416-Earth Balancing a/o Ret	98,196.39	3,507

10428-Sediment/Erosion Control	88,840.00	3,173
10438-Sanitary Sewer/Septic Sy	56,850.00	2,030
10442-Storm Sewer System	35,375.00	1,263
10444-Water System	20,800.00	743
10446-Special Structures	137,500.00	4,911
10452-Retaining Walls	78,375.00	2,799
10458-Paving 1	51,168.89	1,827
10464-Curb & Gutter	24,350.00	870
10466-Sidewalks	20,304.00	725
10468-Electric Distribution	56,500.00	2,018
10478-Street Lighting	20,500.00	732
10480-Street Signs	6,000.00	214
10486-Offsite Sanitary	-	-
10488-Offsite Water Main	-	-
10490-Offsite Paving	36,211.11	1,293
10494-Offsite - Other	-	-
10496-Reimbursements	-	-
10500-Irrigation Systems	-	-
10502-Landscaping	80,527.50	2,876
10508-Expected Repairs & Maint	-	-
10510-Unexpected Costs	137,406.75	4,907
Hard Costs	1,289,849.63	46,066
10602-Amenities	10,769.23	385
10604-Sales Center Sitework	-	-

10606-Common Perim Fenc/Wall/G	-	-
10608-Community Buildings	-	-
10702-Letters of Credit/Bonds	34,070.73	1,217
10704-HOA Costs	92,700.00	3,311
10712-Land Warranty Reserve	39,200.00	1,400
10716-Sold Lot Gain/Loss	-	-
10718-Net Realizable Value Adj	-	-
10751-Common Cost Allocation	-	-
10724-Winter Conditions	8,700.00	311
10726-Lot Cost Adjustment	-	-
10900-LDA Closeout	-	-
Other/Pulte Costs	345,439.97	12,337
Total Land Development Estimate 2,837,312.16 101,333		

**COST ESTIMATES FOR EACH UNIT TYPE
(AS CERTIFIED BY ARCHITECT OR ENGINEER)**

HOUSE TYPE	HOUSE COSTS
Bowery	\$ 189,960.00
Murray Hill	\$ 219,788.00
Union	\$ 274,839.00
Greenwich	\$ 308,503.00

Review Date:		Input		First Unit Closing Date:		11/15/2024		Lot:		250,000	
Listed In Annual Plan(Y/N):		Input		Last Unit Closing Date:		04/15/2025		Other Lot Costs:		102,298	
Listed In Latest Forecast:		Input		Land Investment:		9,864,332		Total Cost Per Lot:		352,298	
Contract Closing Date:		Input		Peak Investment:		(12,324,431)					
AMC Approval Deadline:		Input						# of Models:		0	
Lot Size:		Input		Overhead %:		4.3%					
Product Type/Series:		Input		Start-Up Exp:		30,000					
Scenario Assumptions:				Total Overhead:		983,351		Disposition Costs Per Unit:		26,808	
				Ovhd/Unit (excl P&I):		35,120		Price:		3.3%	
Type											
Land Transactions		Date		Lots		Amount		Applicable Y/N		(Cash, LOC, etc)	
Deposit		11/15/2022				50,000		Input		Input	
Deposit		5/15/2022				50,000		Input		Input	
Deposit		11/15/2023				100,000		Input		Input	
Deposit		5/15/2023				75,000		Input		Input	
Deposit		6/15/2023				150,000		Input		Input	
Total Deposits						425,000				Input	
Purchase		11/15/2023				75,000					
Purchase		2/15/2024				7,000,000					
Total Purchases						7,075,000					
Held By											
Profitability											
FY2021		Closings		Revenue		Gross Profit		Net Overhead		PBC & PS	
FY2022										Pre-Tax Inc	
FY2023										Cash Flow	
FY2024		12		9,896,272		2,049,288		480,660		296,948	
FY2025		16		13,197,696		2,732,384		502,670		395,931	
FY2026										1,833,783	
Total		28		23,093,968		4,781,672		983,350		692,879	
% Revenue				100.0%		20.7%		4.3%		3.0%	
								3.4%		13.4%	
										3,105,442	
										3,105,456	
										30.5%	
										25.2%	
										556,116	

SCHEULE F PROJECT SCHEDULE

Project Schedule	Completion Date - Month & Year
Redeveloper Designation/Subsequent Developer Agt of PH by City	January-23
Submit Preliminary & Final Site Plan Amendment (Planning Board)	February-23
County Soil Conservation District & NJPDES (RFA)	August-23
County Planning Board	August-23
Preliminary & Final Site Plan Approval Date	May-23
NJDEP - Freshwater Wetlands Letter of Interpretation (Absence Determination)	July-23
NJDEP - Flood Hazard Area Verification/Permit Approval	July-23
NJDEP - Treatment Works Approval (Sewer Extension)	January-24
NJDEP - Bureau Safe Drinking Water (NJAW Master Permit Water Extension) - 'Service Application Assignment #'	January-24
NJDEP - CAFRA Master Permit Amendment	January-24
Approved Final Site Plan and Resolution Compliance (all Approvals)	January-24
Purchase Property	February-24
Commence Clearing, Demolition & Grading	February-24
Paving Begins	May-24
Start Production of Townhomes	May-24
Start Sales & Marketing	June-24
First Home Closing	November-24
Last Home Closing	April-25

SCHEDULE G**DISCLOSURE OF CORPORATE OWNERSHIP**

Listed below are the names and addresses of all owners of the entities affiliated with the undersigned Applicant

Name:

PHM Sunset Square LLC (Applicant)
750 US Highway 202, Suite 500
Bridgewater, NJ 08807

Its sole member, having a 100% interest, is
Preserve I, Inc.
3350 Peachtree Road, NE
Atlanta, GA 30326

Preserve I, Inc. is 100% owned by Pulte Home Company, LLC
3350 Peachtree Road, NE
Atlanta, GA 30326

Pulte Home Company, LLC is 100% owned by Pulte Diversified
Company, LLC
3350 Peachtree Road, NE
Atlanta, GA 30326

Pulte Diversified Company, LLC is 100% owned by Pulte Group, Inc.
3350 Peachtree Road, NE
Atlanta, GA 30326

Pulte Group, Inc. is publicly traded on NYSE
3350 Peachtree Road, NE
Atlanta, GA 30326

No person or entity owns 10% or more of the stock/interest in Pulte Group

SCHEDULE H SUMMARY OF PROJECT BENEFITS

The proposed redevelopment would occur one block west of the Waterfront, which includes Kingsley and Sunset Avenues. This area has been designated as an area in need of redevelopment due to the blighted or underutilized nature of the subject property. The redevelopment is intended to be one of many redevelopment projects in the area and subject to the Waterfront Redevelopment Plan. The implementation and execution of this important redevelopment will benefit the Municipality in a number of ways.

The redevelopment will increase tax base for the Municipality. With or without a long-term tax exemption, the Municipality will receive more revenue from the subject property than would be received from ad valorem conventional taxes on the existing land, especially in light of the fact that the Property is unimproved. In addition to the economic benefit the redevelopment will increase the curb appeal and desirability of the subject property, which is expected to result in increased residential and commercial activity. Further, it is expected approximately 50 temporary full/part time construction jobs will be created during development, and 10 full time equivalent permanent jobs will be created by the Project. The redevelopment is poised to establish and stabilize the areas immediately surrounding Sunset Lake, Atlantic Square Park and Bradley Park, thus increasing economic activity and furthering the City's revitalization efforts. The Applicant believes the residential living space will serve to increase the vibrancy of the Waterfront community. It is the Applicant's belief that the new construction will also spur other development and commercial activity in the surrounding area, which will be needed to support the new residents.

With respect to prospective employment at the Project Site, Applicant confirms that any and all permanent jobs will have a pay scale consistent with market rates and commensurate with experience. Applicant will undertake a variety of measures in conjunction with the City of Asbury Park in order to ensure that municipal residents have an opportunity to apply for and obtain both temporary and permanent jobs. Of course, Applicant's first concern is the safety and well-being of these employees as well as the residents of the City. Therefore, all municipal residents will be vetted for experience, qualifications and skills for that particular job. Based on historical experience within the municipality, Applicant expects that ultimately 5-10% of the temporary construction jobs will be filled by municipal residents. However, that number can be drastically increased if qualified applicants are available. Applicant agrees to work in tandem with the City to ensure as many of these jobs go to Municipal Residents as is economically feasible.



Minutes
Meeting of the Municipal Council
Wednesday, May 8, 2024
REGULAR MEETING

Executive Session - 4:00 p.m.

2024-227 Resolution Authorizing a meeting which excludes the public

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

Workshop Session - 6:00 p.m.

Call to Order/Roll Call

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

City Clerk Lisa Esposito called the meeting to order at 6:00 PM.

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

SPECIAL EVENT APPLICATIONS:

Director of Recreation, Leesha Floyd presented special events applications to Mayor and Council.

ITEMS TO BE PRESENTED:

1. Presentation by Monmouth County Commissioner Director Tom Arnone and County Clerk Christine Hanlon -America's 250th Birthday

Matters from City Council

Council member Ahbez-Anderson stated, first of all, good evening everyone, I want to take this time to wish all of the ladies a Happy Mother's Day this weekend. If you're not a mom, it's okay because I know that you have allowed someone to lean on your shoulder, you've dried some eyes, or you've mentored or given some advice. So, make sure that you go out, treat yourself real nice, and that special someone, make sure they do everything for you this weekend. Enjoy. The other thing that I would like to say to you is that the Women's Empowerment Mentoring Program will not meet this Saturday, on the 18th. We will be meeting here on the 25th from 1:00 PM to 2:00 PM

Council member Chapman had no matters at this time.

Council member Clayton had no matters at this time.

Deputy Mayor Quinn had no matters at this time.

Mayor Moor had no matters at this time.

Matters from City Manager

City Manager, Lillian Nazzaro had no matters at this time.

Matters from City Attorney

City Attorney, Frederick Raffetto stated I do have another announcement this evening concerning the proposed redevelopment project plan for 1201 Memorial Drive. There is a public hearing and the potential for the adoption of a redevelopment plan that is listed on tonight's agenda, it's ordinance 2024-11, these actions were tabled at the last council meeting until tonight. In the meantime, and in response to the concerns raised by nearby residents, the council is now entertaining the consideration of adding a second entrance and exit to the proposed development off of Fifth Avenue so that there would be access and egress offered from both Fourth and Fifth, and not just Fourth. The Council is having staff and professionals look into this proposal and to engage in discussions with the developer about it to determine if this proposal is feasible. As such, the council intends to table the public hearing and the second reading on ordinance 2024-11 once again tonight until the next meeting, which will be on May 22nd. If, in the meantime, it is determined that this new proposal is feasible then council will withdraw ordinance 2024-11 at the next council meeting and will start the process over again by referring the revised redevelopment plan to the planning board for its review at the May 22nd meeting. Given this course of action, there will be no public hearing on ordinance 2024-11 tonight, but the public is certainly welcome to provide its feedback on this new proposal during the regular public comment period tonight.

PUBLIC PARTICIPATION

A motion was made by Deputy Mayor Quinn and seconded by Council member Chapman to open the meeting to the public. All were in favor. The following members of the public spoke: Nancy Sabino made a comment about bicycles on the boardwalk; Will Wright made a comment about the Asbury Park Little League; David Madola made a comment about 1201 Memorial Drive Redevelopment Plan; Rita Marano made a comment about 1201 Memorial Drive Redevelopment Plan and artist mural funding; Kevin Strickland made a comment about Asbury Park Little League and a girls softball program; Kerri Martin and Celia made a comment about Asbury Park Little League and girls softball; Kerry Butch made a comment about the Asbury Park electric sign at City Hall and drug incidents; Arthur Schlossbach made a comment about Asbury Park Little League, and Citizens on Patrol volunteers.

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

MINUTES

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

1. Municipal Council- Executive Meeting April 24, 2024 4:00 PM
2. Municipal Council - Regular Meeting - Apr 24, 2024 6:00 PM

INDIVIDUAL RESOLUTIONS

2024-228 Resolution Approving Payment of Bills

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

2024-229 Resolution Approving Special Event Applications

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

2024-230 Resolution Amending Temporary Budget Appropriations for 2024 Budget

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

2024-231 Resolution Authorizing the Acquisition and Installation of Fencing Needed at the 4th Avenue and Heck Street Playground utilizing Monmouth County Open Space Grant

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

2024-232 Resolution Authorizing the Installation of an Irrigation System at Lake and Grand Avenue to St. James Place

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

2024-233 Resolution Authorizing Payment For Roof Replacement Needed at City Hall, DPW and Transportation Center

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

2024-234 Resolution Authorizing the Rental of a Roller-Skating Rink for the Asbury Park Two-Day Roller Rink Festival Project

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

2024-235 Resolution Amending a Professional Service Contract with T&M Associates for Remedial Action Services at the Fire Department Headquarters located at 800 Main Street

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

2024-236 Resolution Authorizing the Award of a Contract for the Operation of Seasonal Concession to Provide for the Rental of Umbrellas and Beach Chairs on the Public Beaches of Asbury Park, NJ

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

2024-237 Resolution Authorizing the Award of a Contract for the Operation of a Seasonal Concession to Provide Private Surf Lessons to the Public in a Designated Area of the Asbury Park Beachfront

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

2024-238 Resolution of the Mayor and City Council of the City of Asbury Park to Enter into the First Amendment of the Subsequent Developer Agreement with Asbury Partners, LLC and PHM Sunset Square Urban Renewal LLC to Extend the Date for the Governmental Approvals and Change the Definition of Outside Approvals Date in Connection with the Development of Property Located at Block 4205, Lots 2&3

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

2024-239 Resolution Of The City Of Asbury Park Referring The Proposed Amendment To The CBD Redevelopment Plan, City Of Asbury Park Monmouth County, Dated April 25, 2024, In Accordance With The Local Redevelopment And Housing Law, N.J.S.A. 40A:12A

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

2024-240 Resolution Authorizing Appointments To The New Jersey Urban Enterprise Zone Authority

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

2024-241 Resolution Accepting An Agreement Modification Of A Safe Routes To School Grant And Associated Design Assistance From NJDOT And Authorizing Signatories

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

ORDINANCES

Introduction

2024-17 Bond Ordinance Providing For The Main Street Streetscape Improvement Project, Appropriating \$900,000 Therefor And Authorizing The Issuance Of \$707,465 Bonds And Notes To Finance A Portion Of The Costs Thereof, Authorized In And By The City Of Asbury, In The County Of Monmouth, New Jersey

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 5/22/2024 6:00 PM
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2024-18 Ordinance Of The City Of Asbury Park Amending And Supplementing Section 30-24, Entitled “Fees,” Of Article III, “Development Administration And Enforcement,” Of Chapter 30, “Land Development Regulations,” Of “The Code Of The City Of Asbury Park.”

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 5/22/2024 6:00 PM
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2024-19 Ordinance Amending Ordinance 2024-8 which amended Chapter 7 Sections 13 and 14 to Establish Prohibiting Parking Regulations Along Emory Street and Second Avenue

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 5/22/2024 6:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Eileen Chapman, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

Second Reading/Public Hearing

2024-11 Ordinance of the City of Asbury Park Approving and Adopting a Redevelopment Plan for Property Located at 1201 Memorial Drive (Block 203, Lot 5)

RESULT:	TABLED [UNANIMOUS]
	Next: 5/22/2024 6:00 PM
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2024-13 Ordinance Of The City Of Asbury Park creating Article 13-1400, Entitled “LEAD-based paint inspections for residential rental dwellings,” Of Part 2, “Rental Property,” Of Chapter 13, “Property Improvement And Neighborhood Preservation - Property Maintenance Code,” Of “The Code Of The City Of Asbury Park”

A motion to open 2024-13 to the public was made by Council member Ahbez-Anderson and seconded by Council member Chapman. All were favor. The following members of the public spoke: Rita Marano and Kerry Butch.

A motion to close 2024-13 to the public was made by Mayor Moor and seconded by Deputy Mayor Quinn. All were in favor.

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

2024-14 Ordinance Of The City Of Asbury Park Amending And Supplementing Article 13-1300, Entitled “Short-Term Rentals,” Of Part 2, “Rental Property,” Of Chapter 13, “Property Improvement And Neighborhood Preservation - Property Maintenance Code,” Of “The Code Of The City Of Asbury Park”

A motion to open 2024-14 to the public was made by Council member Ahbez-Anderson and seconded by Council member Chapman. All were favor. No members of the public spoke.

A motion to close 2024-14 to the public was made by Mayor Moor and seconded by Council member Chapman. All were in favor.

RESULT:	ADOPTED [UNANIMOUS]
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2024-15 Ordinance Of The City Of Asbury Park, In The County Of Monmouth, State Of New Jersey, Providing For The Special Assessment Of The Cost Of Certain Wastewater, Stormwater, Roadway, Streetscape, Utility And Other Infrastructure Improvements On Block 4205, Lots 2 And 3 Within The Asbury Park Waterfront Redevelopment Area And Establishing A Mechanism For Payment Of The Cost Thereof

A motion to open 2024-15 to the public was made by Council member Ahbez-Anderson and seconded by Council member Chapman. All were favor. The following members of the public spoke: Rita Marano.

A motion to close 2024-15 to the public was made by Council member Ahbez-Anderson and seconded by Deputy Mayor Quinn. All were in favor.

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

2024-16 Ordinance Of The City Of Asbury Park Authorizing The Execution Of A Financial Agreement With Phm Sunset Square Urban Renewal LLC Concerning Property Located At Block 4205 Lots 2 And 3 On The Tax Map Of The City Of Asbury Park And Granting A Tax Exemption

A motion to open 2024-16 to the public was made by Council member Ahbez-Anderson and seconded by Deputy Mayor Quinn. All were favor. No members of the public spoke.

A motion to close 2024-16 to the public was made by Mayor Moor and seconded by Deputy Mayor Quinn. All were in favor.

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

ADJOURNMENT

The meeting was adjourned at 7:30 PM

A motion to close the meeting was made by Deputy Mayor Quinn and seconded Council member Chapman. Meeting adjourned at 7:30 PM.

Respectfully submitted by:

Lisa Esposito, City Clerk