



Agenda
Meeting of the Municipal Council
Wednesday, June 12, 2019
WORK SESSION 6:00 PM

Clerk to Call Meeting to Order

Silent Prayer/Moment of Reflection.

Salute to the Flag

Announcement by the City Clerk

As to comply with the "Open Public Meetings Act," Chapter 231, P.L. 1975, adequate Notice of this meeting has been provided in the following manner: The Annual Notice was forwarded to the Asbury Park Press, The Coaster and The Star Ledger on January 2, 2019, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

Items for Review:

- A. City Manager's Report on Issues Raised at Prior Council Meeting(s)
- B. Special Event Applications
- C. Items to be presented by Director of Planning Michele Alonso:
 - 1. Presentation by Michele Alonso, Director of Planning and Redevelopment of request by Family Dollar at 623 Main Street for License Agreement to install permanent window shutters that will encroach into the Public R-O-W (sidewalk).
- D. Review of Agenda Items for June 12th Regular Meeting
- E. Matters from City Council
- F. Matters from City Manager
- G. Matters from City Attorney
- H. Regular Meeting begins at 7 p.m.



Agenda
Meeting of the Municipal Council
Wednesday, June 12, 2019
REGULAR MEETING 7:00 PM

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

2019-199 Resolution Authorizing a meeting which excludes the public

A. Personnel

1. Interview for Assistant City Manager Position

B. Contract Negotiations

1. Amendment to the Waterfront Redevelopment Agreement
2. Asbury Partners/iStar-Parking Agreement
3. Subsequent Developers Agreement for the 2nd Ave Green Space
4. SeaHearNow Contract

C. Litigation

1. Robert McKeon v. City of Asbury Park, et al

D. Attorney-Client Privilege

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

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

B. Silent Prayer/Moment of Reflection

C. Salute to the Flag

D. Announcement - Open Public Meetings Act

As to comply with the "Open Public Meetings Act," Chapter 231, P.L. 1975, adequate Notice of this meeting has been provided in the following manner: The Annual Notice was forwarded to the Asbury Park Press, The Coaster and The Star Ledger on January 2, 2019, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

E. Public Participation

F. Minutes

- Executive Minutes of May 22, 2019 5:00 PM
- Municipal Council - Work Session - May 22, 2019 6:00 PM
- Municipal Council - Regular Meeting - May 22, 2019 7:00 PM

G. Consent Agenda Resolutions

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

2019-200 Resolution Approving Special Event Applications

2019-201 Public Health Nursing Services - January 1, 2019– December 31, 2019

2019-202 Resolution to Credit Sewer Account 3602-7 1513 Park Avenue

2019-203 Resolution Authorizing Issuance of Duplicate Tax Sale Certificate #14-00032 Block 601 Lot 6 1022 Summerfield Avenue

2019-204 Resolution Accepting a Donation from LEAD (Law Enforcement Against Drugs) and GEO Orbital for the Asbury Park Police Department

2019-205 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2019 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - UDrive UText UPay

2019-206 Resolution Authorizing an Annual Service Agreement for Mobile Data Service Coverage

2019-207 Resolution Canceling Balances of Grant Receivables and Grants Appropriated

2019-208 Authorizing T&M Associates to prepare a NJDOT grant application

2019-228 A Resolution Appointing the City Manager Clerk Pro-Tempore

H. Individual Resolutions

2019-209 Resolution Approving Payment of Bills

2019-210 Resolution Approving Waiving Fees as Per the Abandoned and Vacant Property Code

2019-211 Resolution Approving 2019-2020 Liquor License Renewals

2019-212 A Resolution Approving a Liquor License with Special Conditions for Porta at Asbury Park, LLC d/b/a Porta for the 2019-2020 Licensing Year

- 2019-213 A Resolution Approving a Liquor License with Special Conditions for D.B. Ventures, LLC d/b/a Johnny Mac's for the 2019-2020 Licensing Year
- 2019-214 A Resolution Approving a Liquor License with Special Conditions for Bond Street Bar & Grill, LLC (d/b/a Bond Street Bar and Grill, Capitoline and Loteria) for the 2019-2020 Licensing Year
- 2019-215 A Resolution Approving the Renewal of Hotel Liquor License No. 1303-36-069-001, which is held by 210 5th Ave. Venture Urban Renewal, LLC, D/B/A The Asbury Hotel, for the 2019-2020 License Term
- 2019-216 Resolution Authorizing the Purchase of a New Fire Truck for the Fire Department
- 2019-217 Resolution Authorizing the Purchase of Various IT Equipment
- 2019-218 Resolution Authorizing the Purchase of Three Police Cars
- 2019-219 Resolution Authorizing the Purchase of an ATV for the Beach Department
- 2019-220 A Resolution Authorizing the City of Asbury Park to Enter into a Contract for the Purchase of Certain Real Property Located at 929 Asbury Avenue, Asbury Park, New Jersey (block 403, lot 11), for the Location of a New Firehouse and Associated Facilities.
- 2019-221 Resolution Authorizing The City of Asbury Park To Grant A Revocable License For Encroachment Over Certain Portions of The Right-Of-Way Area Adjacent To Sylvan Avenue And The Property Located At 1008-1012 Springwood Avenue (Block 702, Lot 2.01), and To Execute A License Agreement Associated Therewith.
- 2019-222 Award of a Micro-Mobility Program for the City of Asbury Park
- 2019-223 Awarding Bid for the Transportation of Liquid Sewerage Sludge from AP Waste Water Treatment Plant to PVSC
- 2019-224 Awarding of a Contract to Millennium Communications Group for Various Projects Around City Hall
- 2019-225 Resolution Approving Change Order #4 for Bridge and Heck Street Improvements
- 2019-226 Rejecting Bids for Opticom (or equivalent) GPS Preemption & Activated Traffic System
- 2019-227 Resolution of the Mayor and City Council of the City of Asbury Park Authorizing the Person-to-Person and Place-to-Place Transfers of Plenary Retail Consumption License No. 1303-33-008-010 from Asbury One Liquor License LLC to 1101 Ocean Ave Venture LLC

I. Ordinances

1. Introduction

- 2019-22 Authorizing the City of Asbury Park to Convey an Easement Over a Certain Portion of the Right-Of-Way Area (Air Space) Adjacent to the

Property Located at 306 (a/k/a 308) Main Street, Asbury Park, New Jersey
(Block 2508, Lot 9)

2019-24 An Ordinance Amending Chapter V Beach, Boardwalk and Beachfront
Regulations Policy” of the “Code of the City of Asbury Park, New
Jersey.”

2019-25 An Ordinance Authorizing the City Of Asbury Park to Acquire The Real
Property Located At 929 Asbury Avenue, Asbury Park, New Jersey
(Block 403, Lot 11), For the Location Of A New Firehouse and
Associated Facilities.

2. Second Reading/Public Hearing

2019-23 An Ordinance Amending and Supplementing Chapter XX, Entitled
“Environmental Regulations,” in Order to Add a New Section 20-3
Thereof, to be Known as “Plastic Bags,” of the “Code of the City of
Asbury Park, New Jersey.”

J. Adjournment

IV. Resolutions

**RESOLUTION NO. 2019-199****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 June 12, 2019 at 7:00 PM in the Council Chambers located at 1 Municipal Plaza, Asbury Park, New Jersey, that will be limited only to consideration of an items or items with respect to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

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

A. Personnel:

1. Interview for Assistant City Manager Position.

B. Contract Negotiations:

2. Amendments to the Waterfront Redevelopment Agreement.
3. Amendment to the Subsequent Developer Agreement between the City of Asbury Park, Madison Asbury Retail and Asbury Partners.
4. Subsequent Developers Agreement for the 2nd Ave Green Space.
5. SeaHearNow Contract.

C. Litigation:

1. McKeon v City of Asbury Park, et al

D. Attorney Client Privilege:

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

CINDY A. DYE
CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, May 22, 2019
WORK SESSION

Announcement by the City Clerk

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

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

Proclamation Presented to Moms Demand Action for Gun Sense in America Recognizing 2019 National Gun Violence Awareness Day

The Mayor and City Council presented a proclamation for 2019 National Gun Violence Awareness Day.

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

City Manager Capabianco had no prior issues.

Special Event Applications

Leesha Floyd reviewed the special event applications scheduled for tonight's meeting

Review of Agenda Items for May 22, 2019 Regular Meeting

City Manager Capabianco reviewed the Council agenda for this evening. City Attorney Raffetto reviewed the addition to the agenda, the newly drafted plastic bag ordinance.

Matters from City Council

Council Member Clayton stated that Asbury Park has been awarded a Safe Routes to School Grant for traffic calming devices, bike lanes and traffic signal upgrades. The Memorial Day Carnival will be held from May 22 through May 27 at Bradley Park.

Council Member Kendle thanked everyone who helped and supported the Family Day BBQ for the autistic children. He announced that summer camp registration is now open. The Recreation Department is looking for junior counselors.

Minutes Acceptance: Minutes of May 22, 2019 6:00 PM (Minutes)

Deputy Mayor Quinn thanked everyone who attended and participated in the business meeting on Monday evening. She announced that Bangs Avenue Lot is now open on the weekends. The Environmental/Shade Tree Commission has created a new "Rainbow Bridge Garden", which is a heart shaped garden in Kennedy Park on Lake Avenue. She also stated that there will be a brief Memorial Service on June 12 to remember the victims of the Pulse Night Club shooting.

Mayor Moor wished everyone a safe and happy Memorial Day. He asked if everyone would remember what this day is for and means.

Matters from City Manager

City Manager Capabianco had no matters.

Matters from City Attorney

City Attorney Raffetto had no matters.

Regular Meeting begins at 7 p.m.

Respectfully submitted by:

Cindy A. Dye, RMC, City Clerk

Minutes Acceptance: Minutes of May 22, 2019 6:00 PM (Minutes)



Minutes
Meeting of the Municipal Council
Wednesday, May 22, 2019
REGULAR MEETING

Executive Session - 5:00 p.m.

2019-181 Resolution Authorizing a meeting which excludes the public

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

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

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

PUBLIC PARTICIPATION

Motion made by Deputy Mayor Quinn and seconded by Council Member Kendle to open the meeting to the public. All were in favor.

The following members of the public spoke: Ernest Mignoli, Madeline Monico, Tracey Rogers, Rita Marano, Maggie Quinton, Louise Murray, Felicia Simmons, Linda Leighie, Jan Sparrow, Maurine Nevins.

Motion made by Council Member Kendle and seconded by Deputy Mayor Quinn to close the meeting to the public. All were in favor.

MINUTES

Minutes Acceptance: Minutes of May 22, 2019 7:00 PM (Minutes)

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

1. Executive Minutes of May 8, 2019 4:00 PM
2. Municipal Council - Work Session - May 8, 2019 6:00 PM **Accepted**
3. Municipal Council - Regular Meeting - May 8, 2019 7:00 PM **Accepted**

CONSENT AGENDA RESOLUTIONS

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

2019-182 Resolution Approving Special Event Applications

2019-183 Authorizing Appointments to the “Asbury Park TV Committee”

Michelle Gladden 12/31/2020

2019-184 Resolution to Credit Sewer Account 806-16 4 Avenue A

2019-185 Authorizing the Tax Collector to Prepare and Deliver Estimated 2019-3RD Quarter Tax Bills

2019-186 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2019 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - School Resource Officer

2019-187 Resolution Approving Award of Contract for Regional Contribution Agreement Project (1114 Fourth Avenue)

INDIVIDUAL RESOLUTIONS

2019-188 Resolution Authorizing the Submission of a U.S. Department of Justice, COPS Office STOP School Violence Program – 2019 School Violence Prevention Program (SVPP) Application

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

2019-189 Resolution Approving Payment of Bills

Minutes Acceptance: Minutes of May 22, 2019 7:00 PM (Minutes)

Council Member Chapman abstains from POs 19-01089 and 19-01422.

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

2019-190 Resolution Authorizing the Reappointment of Michael Capabianco as Municipal Manager and Authorizing the Execution of an Employment Agreement Relating Thereto

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

2019-191 Resolution Authoring a Professional Services Contract to The Rodger's Group for Police Accreditation and Training Modules

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

2019-192 Authorizing Clarke Caton Hintz to perform various actions from the Master Plan

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

2019-193 Resolution Awarding a Contract for Improvements to Deal Lake Drive

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

2019-194 Resolution Authorizing the Purchase of Various IT Equipment

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

2019-195 Resolution Authorizing the Purchase of SUV for Code Enforcement

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

2019-196 Resolution Authorizing the Extension for Emergency Medical Services Billing

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

2019-197 Authorizing an Agreement with ParkMobile for a Mobile Parking Application

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

2019-198 Resolution Authorizing the City of Asbury Park to Grant a Revocable License for Encroachment Over a Certain Portion of the Right-of-Way Area (Air Space) Adjacent to the Premises Located at 1112 and 1114 Main Street (Block 2805, Lots 18 & 9), and to Execute a License Agreement Associated Therewith

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

ORDINANCES

Introduction

2019-22 Authorizing the City of Asbury Park to Convey an Easement Over a Certain Portion of the Right-Of-Way Area (Air Space) Adjacent to the Property Located at 306 (a/k/a 308) Main Street, Asbury Park, New Jersey (Block 2508, Lot 9)

RESULT:	TABLED [UNANIMOUS]
	Next: 6/12/2019 7:00 PM
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2019-23 An Ordinance Amending and Supplementing Chapter XX, Entitled “Environmental Regulations,” in Order to Add a New Section 20-3 Thereof, to be Known as “Plastic Bags,” of the “Code of the City of Asbury Park, New Jersey.”

Public hearing is scheduled for June 12, 2019.

The City Clerk was directed to withdraw Ordinance 2019-20. Motion made by Deputy Mayor Quinn and seconded by Council Member Kendle. All were in favor.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 6/12/2019 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

ADJOURNMENT

The meeting was adjourned at 7:40 PM

Respectfully submitted by:

Cindy A. Dye, RMC, City Clerk

Minutes Acceptance: Minutes of May 22, 2019 7:00 PM (Minutes)



RESOLUTION NO. 2019-200

**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 June 12, 2019 the following Special Events Applications were presented for approval by the Director of Recreation:

1. AP Rosefest
2. Movies in the park
3. Private wedding in Kennedy Park- 7/20
4. Private wedding in Kennedy Park- 8/2
5. Cross and Orange shrimp boil
6. Back to School Book Bag Drive
7. Wedding
 - a. Anthony/Tilism 6/22

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

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

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-200 which was finally adopted by the City Council at a meeting held on the 12th day of June, 2019

CERTIFIED BY ME THIS 13th DAY OF June, 2019.

CINDY A. DYE
CITY CLERK

SPECIAL EVENTS PERMIT APPLICATION

ASBURY PARK

Date Received: _____ APP. # _____

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

NAME OF EVENT: ASBURY PARK ROSEFEST

DATE(S): SATURDAY JUNE 29th Rain Date: —
HOURS OF EVENT: From 2 pm To: 6 pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

KENNY PARK

Name of Applicant/Organization: CROSS + ORANGE

Address: 508 COCKMAN AVE

Contact: BOB FAHEY Phone: 201 223-1082

Fax: — Email: bfah53@4attco.com

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

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING:

A WINE FESTIVAL HIGHLIGHTING ROSE WINES W/ MUSIC + FOOD

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

OVER

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes ☒ No ☐ If yes, please explain WE WILL BE RAISING FUNDS FOR HEADSTANDS FOR HUNGER, A 501C3, which will be obtaining the

SOCIAL
AFFAIRS
PERMIT

NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 200

ADMISSION CHARGE? YES ☒ NO ☐ IF YES, HOW MUCH \$4.5

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

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

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

WE WILL HAVE 1 APPD OFFICER TO PATROL - WE WILL USE OUR OWN GARBAGE CANS + recycling

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

1 APPD OFFICER

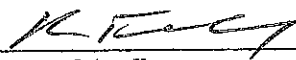
NOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

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

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

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

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


Signature of Applicant

5-21-19
Date

ROBERT FALLEY
Print Name of Applicant

For Special Events Office Use only:

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

SPECIAL EVENTS PERMIT APPLICATION



Date Received: _____ APP. # _____

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

NAME OF EVENT: Movies in the Park

DATE(S): 7/3, 7/17, 7/31 Rain Date: N/A

HOURS OF EVENT: From 7pm To: 10pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Spruwood Park

Name of Applicant/Organization: Community Development/ Recreation

Address: 1 Municipal Plaza

Contact: Leesha/Cassandra Phone: _____

Fax: _____ Email: _____

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

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: Movies in

the Park

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

OVER

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes _____ No ☒ If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 50ADMISSION CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____VENDOR CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES _____ NO ☒ Please Give Details: _____

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

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

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

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

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

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

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

[Signature]
Signature of Applicant

5/21/19
Date

Print Name of Applicant

For Special Events Office Use only:

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

SPECIAL EVENTS PERMIT APPLICATION



ASBURY PARK

Date Received: _____ APP. # _____

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

NAME OF EVENT: Private Wedding

DATE: Saturday 7/20/2019 Rain Date: —
HOURS OF EVENT: From 5pm To: 10pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Kennedy Park

Name of Applicant/Organization: Cross + Orange

Address: 508 Cookman Avenue

Contact: BOB Fahey Phone: (201) 403-1082

Fax: _____ Email: bfahey53@yahoo.com

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

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING:

private wedding

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

OVER

Attachment: cm610 (2019-200 : Special Event Applications)

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes _____ No ☒ If yes, please explain _____WE WILL APPLY FOR EXTENSION OF PREMISE W/ ABCNUMBER OF PEOPLE ANTICIPATED TO ATTEND: 200ADMISSION CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____VENDOR CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES _____ NO ☒ Please Give Details:

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: the area will be fenced in. We will

hire ① APPD police officer to patrol and we will use all of
our own garbage receptacles for recycling + trash

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

① Asbury Park Police Officer

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

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

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

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

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

R. Fahey
 Signature of Applicant

5/1/19
 Date

ROBERT FAHEY
 Print Name of Applicant

For Special Events Office Use only:

Total Fees Calculated to be paid by Applicant \$ _____

Total Fees Collected \$ _____

SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

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

 NAME OF EVENT: Private Wedding

 DATE(S): Friday 8/2/2019 Rain Date: _____
 HOURS OF EVENT: From 5pm To: 10 pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Kennedy Park

 Name of Applicant/Organization: Cross + Orange

 Address: 508 Cookman Avenue, Asbury Park, NJ 07712

 Contact: Bob Fahey Phone: (201) 403-1082

 Fax: _____ Email: bfahey53@yahoo.com

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

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING:

private wedding

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

OVER

Attachment: cm610 (2019-200 : Special Event Applications)

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes _____ No ☒ If yes, please explain We will apply for an extension of premise with the ABCNUMBER OF PEOPLE ANTICIPATED TO ATTEND: 150ADMISSION CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____VENDOR CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES _____ NO ☒ Please Give Details:PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: the area will be fenced in. We willhire ① APPD police officer to patrol and we will use all of our own garbage receptacles for recycling + trash

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

① Asbury Park Police OfficerNOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

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

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

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

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

Signature of Applicant

5/1/2019
DateRobert Fahey
Print Name of Applicant

For Special Events Office Use only:

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

Attachment: cm610 (2019-200 : Special Event Applications)

SPECIAL EVENTS PERMIT APPLICATION

ASBURY PARK

Date Received: _____ APP. # _____

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

NAME OF EVENT: CROSS + ORANGE SHRIMP BOIL

DATE(S): 2 pm 8/3/10 Rain Date: 8/10
HOURS OF EVENT: From 2 To: 6

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

KENNEDY PARK

Name of Applicant/Organization: CROSS + ORANGE

Address: 508 CROOKMAN AVE

Contact: BOB FAHEY Phone: 201-403-1082

Fax: _____ Email: bfahey53@yahoo.com

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

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING:

A TRADITIONAL SHRIMP BOIL W DRINKS + MUSIC

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

OVER

Attachment: cm610 (2019-200 : Special Event Applications)

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes _____ No ☒ If yes, please explain We will apply for an extension of
premise with the ABC

NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 100

ADMISSION CHARGE? YES ☒ NO _____ IF YES, HOW MUCH \$35

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

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

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: The Area will be fenced in. We will

hire ① APPD police officer to patrol and we will use all of
our own garbage receptacles for recycling + trash.

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

① Asbury Park police Officer

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

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

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

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

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

Signature of Applicant

Date

Robert Fahey
 Print Name of Applicant

For Special Events Office Use only:

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

SPECIAL EVENTS PERMIT APPLICATION



Date Received: _____ APP. # _____

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

NAME OF EVENT: BACK TO School BOOK BAG DRIVE

DATE(S): Saturday, Aug 3rd Rain Date: _____
HOURS OF EVENT: From 12pm To: 6pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Springwood PARK

Name of Applicant/Organization: A.P. Leaders of L'Union
Address: 21 Summerfield Pl. Neptune, NJ 07753
Contact: MOSES SAINTIL Phone: 732-762-6080
Fax: _____ Email: MSaintil@gmail.com
Non-Profit? Yes ☐ No ☐ Tax Exempt ID Number: _____
If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: We will be hosting a back to school book bag drive. As well as an end of the summer cookout. We are hoping to donate over 200 book bags, full of school supplies.

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

OVER

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes ☒ No ☐ If yes, please explain We will have a grill on site to give out free food to the kids and family.NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 200ADMISSION CHARGE? YES ☐ NO ☒ IF YES, HOW MUCH _____VENDOR CHARGE? YES ☐ NO ☒ IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES ☐ NO ☒ Please Give Details: _____PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: We will clean up after ourselves. will need to be shown where to dispose of trash.DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: We will need an electrician so that our DJ can setup. And access to the restrooms.NOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

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

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

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

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

Signature of Applicant

Date

Moses Saintil
Print Name of Applicant

For Special Events Office Use only:

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

City of Asbury Park Wedding Application

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

Wedding Application Fee: \$100.00 (nonrefundable)

Park/Beach Fee: \$250.00 (nonrefundable)

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

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

Wedding Date: 6/22/19 Ceremony start time: 6:00

Setup time: 5:00 (Breakdown time must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: 1st Ave Beach

Names of Couple getting married: Anthony & Tilsim

Address: 703 Ramapo Brook Ln City, State, Zip Code: Mahwah, NJ 07430

Day Phone: 551 200 2582 Evening Phone: 551 804 6661

E-mail Address: tilsimpinarasi@gmail.com

Other Pertinent Information

Number in wedding party: 15-20 6

Number of people attending wedding ceremony 15-20

Will any of the following equipment be used:

PA System: yes ☒ no

Chairs: ☒ yes no If yes, how many 20

Archway: yes ☒ no

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

Attachment: cm610 (2019-200 : Special Event Applications)



RESOLUTION NO. 2019-201

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

PUBLIC HEALTH NURSING SERVICES - JANUARY 1, 2019– DECEMBER 31, 2019

WHEREAS, The Visiting Nurse Association Health Group, 23 Main Street, Suite D1, Holmdel N.J. 07733 has provided community nursing services for the City's Department of Social Services since 1996; and

WHEREAS, community nursing services is required by the contract between the City of Asbury Park and the New Jersey Department of Human Services, Division of Mental Health Services; and

WHEREAS, funding for such services is provided through the grant contract between the City of Asbury Park and the State Department of Human Services, Division of Mental Health Services; and

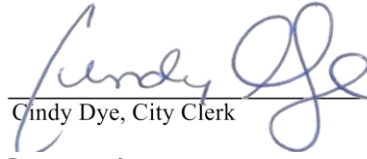
WHEREAS, The Visiting Nurse Association of Central Jersey has agreed to continue to provide professional community nursing services throughout the year of 2019 at the cost of \$50,000; and

WHEREAS, said contract is contingent upon the approval of the State Fiscal Monitor as mandated by our Memorandum of Agreement with the State of New Jersey, Division of Local Government Finances.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Asbury Park that the City Manager is hereby authorized to enter into a contractual agreement with the Visiting Nurse Association Health Group for the provision of professional nursing services for the calendar year 2019 at a cost not to exceed \$50,000.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-201 which was finally adopted by the City Council at a meeting held on the 12th day of June, 2019

CERTIFIED BY ME THIS 13th DAY OF June, 2019.

A handwritten signature in blue ink, appearing to read "Cindy Dye", is written over a horizontal line.

Cindy Dye, City Clerk

6/13/2019

CINDY A. DYE
CITY CLERK



November 29, 2018

Michael N. Capabianco
City Manager
City Hall
One Municipal Plaza
Asbury Park, NJ 07712

Dear Mr. Capabianco,

Effective January 1, 2019, your Nursing Service contract with the Visiting Nurse Association of Central Jersey will automatically renew through December 31, 2019.

To acknowledge and confirm your acceptance of this renewal, please sign and date this letter, returning the original to the Visiting Nurse Association of Central Jersey in the enclosed envelope and retaining a copy for your file.

Enclosed are two original contracts between the Visiting Nurse Association of Central Jersey (VNACJ) and the City of Asbury Park for January 1, 2019 through December 31, 2019. Please sign the contracts and forward one original to the VNACJ.

Thank you very much for continuing your contract with the Visiting Nurse Association of Central Jersey. If you have any questions or concerns regarding the contract renewal, please feel free to call me at 732-502-5158 or my cell phone at 732-768-6113.

Sincerely,

Colleen Nelson, MSN, RN
Vice President of Clinical Operations for
The Children and Family Health Institute

CONTRACT RENEWAL FOR THE PERIOD JANUARY 1, 2019 THROUGH DECEMBER 31, 2019.

(Signature Name)

(Date)

(Print Name)

(Print Agency or Vendor)

(Telephone Number)

(Address)

(Address)

23 Main St. Suite D1 | Holmdel | NJ 07733 • Tel: 800.862.3330 • www.vnahg.org • Accredited by CHAP

VISITING NURSE ASSOCIATION OF CENTRAL JERSEY

AND

THE CITY OF ASBURY PARK

This letter of agreement is made as of the first day of January, 2019 by and between the Visiting Nurse Association of Central Jersey (VNACJ), and the City of Asbury Park, Department of Social Services, for the provision of nursing services to any resident of Asbury Park who may be considered to be psychiatrically or medically “at risk” and in need of services, particularly, the seriously and chronically mentally ill.

Responsibility of the VNACJ

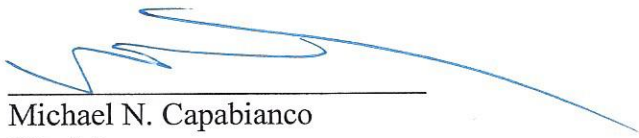
1. Provide a Community Health Nurse (CHN) to the City of Asbury Park, Department of Social Services for seventeen hours (17 hours) of nursing services per week (848 hours/year).
2. The VNACJ Director of Community Programs will provide clinical supervision to the CHN.
3. The CHN will provide: a) community outreach, b) evaluation, assessment, referral and short term follow-up of individuals and families, c) appropriate referral and service linkages within the community for health intervention, d) liaison with the County Departments of Health and Human Services and the correction system, e) collaboration with police, code enforcement, fire and EMS personnel.
4. Assure accessible cultural and linguistic information and services as appropriate.
5. Meet with the City’s Director of Social Services and Social Worker to coordinate Service plans.
6. Provide data to assure required project reporting.
7. Assure that the CHN is licensed as a Registered Nurse in the State of New Jersey.

8. Provide adequate liability insurance, naming the City of Asbury Park and the State of New Jersey, Department of Human Services, Division of Mental Health Services, and their employees and agents as additionally insured.
9. Maintain individual client documentation as required by the City of Asbury Park, Department of Social Services, in compliance with the contract-funding source.
10. Assist in compiling required project information in compliance with the contract funding source.
11. Participate in program audits as required.

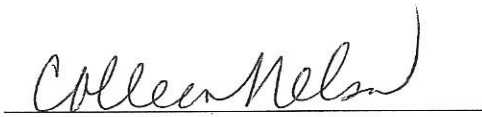
Responsibility of the City of Asbury Park

1. Be responsible for case management, counseling and administration of the project.
2. Meet with the CHN on a regular basis to assure program coordination.
3. Assure confidentiality of patient files, in compliance with HIPAA; files are to be stored in the computerized record system of the Asbury Park Department of Social Services.
4. Submit necessary reports in compliance with the contract funding source.
5. Provide reimbursement to VNACJ in the amount of \$50,000, payable in monthly increments of \$4,166.67.

This agreement shall be in effect from January 1, 2019 through December 31, 2019.


 Michael N. Capabianco
 City Manager

12/12/18
 Date


 Colleen Nelson, MSN, RN
 Vice President of Clinical Operations for the
 Children & Family Health Institute

11/29/18
 Date

BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT is made as of the 1st day of January 2019 by and between Visiting Nurse Association Health Group (“VNAHG”), Inc. and City of Asbury Park (“Business Associate”). This Agreement sets forth the terms and conditions pursuant to which Protected Health Information that is provided by, or created or received by, Business Associate from or on behalf of VNAHG (“Protected Health Information”), will be handled between Business Associate and VNAHG and with third parties during the term of their Agreement and after its termination.

RECITALS

WHEREAS, VNAHG and Business Associate are parties to an agreement dated January 1, 2019 for the provision of services (the “Agreement”); and

WHEREAS, both VNAHG and Business Associate are committed to complying with the Standards for Privacy of Individually Identifiable Health Information (the “Privacy Regulation”) under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).

NOW, THEREFORE, the Parties mutually agree as follows:

- A. Permitted Uses and Disclosures of Protected Health Information.** Pursuant to the terms of the Services Agreement, Business Associate provides services for VNAHG that may involve the use and disclosure of Protected Health Information. Except as otherwise limited in this Agreement, Business Associate may:
1. use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, VNAHG as specified in the Services Agreement provided that such use or disclosure would not violate the Privacy Rule if done by VNAHG.
 2. use the Protected Health Information in his possession for his proper management and administration and to fulfill any present or future legal responsibilities of Business Associate, provided that such uses are required or permitted under state and federal laws, and provided that such Protected Health Information will be held confidentially and used only as required by law or for the purpose for which it was disclosed;
 3. use Protected Health Information to provide Data Aggregation services to VNAHG as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

B. Responsibilities of Business Associate. Unless otherwise limited herein, Business Associate shall:

1. use or disclose information no further than is permitted or required by this Agreement or required by law, and use appropriate safeguards to prevent use or disclosure of information other than as provided by this Agreement;
2. report to VNAHG any use or disclosure of the information other than as permitted or required by this Agreement or required by law;
3. make available protected health information in accordance with 45 C.F.R. § 164.524;
4. make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 C.F.R. 164.526, and make information available to provide an accounting of disclosures pursuant to 45 C.F.R. 164.528;
5. ensure that any agents or subcontractors of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to Protected Health Information;
6. make his internal practices, books and records available to the Secretary of Health and Human Services for purposes of determining VNAHG's compliance with the Privacy Rule, subject to attorney-client and other applicable legal privileges. and provide access to Protected Health Information in a Designated Record Set, to VNAHG or, as directed by VNAHG, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524;
7. upon prior written request, time and manner designated by VNAHG, make available all records, books, agreements, policies and procedures relating to the use and/or disclosure of Protected Health Information to VNAHG for purposes of enabling VNAHG to determine the Company's compliance with the terms of this Agreement.

C. Responsibilities of VNAHG with regard to the use and/or disclosure of Protected Health Information by the company, VNAHG hereby agrees:

1. to inform Business Associate of any changes in the form of notice of privacy practices (the "Notice") that VNAHG provides to individuals pursuant to 45 C.F.R. § 164.520, and provide Business Associate a copy of the Notice currently in use.
2. to inform Business Associate of any changes in, or withdrawal of, the consent or authorization provided to VNAHG by individuals pursuant to 45 C.F.R. § 164.506 or § 164.508.

3. to notify Business Associate, in writing and in a timely manner, of any arrangements permitted or required of VNAHG under 45 C.F.R. §§ 160 and 164 that may impact in any manner the use and/or disclosure of Protected Health Information by Business Associate under this Agreement, including, but not limited to, restrictions on use and/or disclosure of Protected Health Information as provided for in 45 C.F.R. § 164.522 agreed to by VNAHG.

D. Term and Termination

1. Responsibilities of Business Associate Upon the Termination of the Services Agreement:

- a. Upon the termination of the Services Agreement, Business Associate agrees to return or destroy all Protected Health Information pursuant to 45 C.F.R. § 164.504(e)(2)(I), if it is feasible to do so. Prior to doing so, Business Associate further agrees to recover any Protected Health Information in the possession of its subcontractors or agents.
 - b. If it is not feasible for Business Associate to return or destroy said Protected Health Information upon the termination of the Services Agreement, Business Associate will notify VNAHG in writing. Said notification shall include: (i) a statement that Business Associate has determined that it is infeasible to return or destroy the Protected Health Information in its possession, and (ii) the specific reasons for such determination. Business Associate agrees to extend any and all protections, limitations and restrictions contained in this Agreement to Business Associate's use and/or disclosure of any Protected Health Information retained after the termination of the Services Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible.
 - c. If it is infeasible for Business Associate to obtain, from a subcontractor or agent, any Protected Health Information in the possession of the subcontractor or agent upon the termination of the Services Agreement, Business Associate will provide a written explanation to VNAHG and require the subcontractors and agents to agree to extend any and all protections, limitations and restrictions contained in this Agreement to the subcontractors' and/or agents' use and/or disclosure of any Protected Health Information retained after the termination of the Services Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible.
2. **Term.** The Term of this Agreement shall be effective as of the date hereof. This Agreement shall terminate (1) when all of the Protected Health Information provided by VNAHG to Business Associate, or created or received by Business Associate on behalf of VNAHG, is destroyed or returned to VNAHG, or (2) if it is infeasible to return or

destroy Protected health Information, protections are extended to such information, in accordance with Section D(1) of this Agreement.

3. **Termination of Services Agreement for Cause.** The following termination provisions shall apply in addition to the termination provisions specified in the Services Agreement:
 - a. Upon VNAHG's knowledge of a material breach of this Agreement by Business Associate, VNAHG shall, upon written notice to Business Associate, provide Business Associate thirty (30) days to cure the breach. If such breach is not cured within said thirty (30) days, VNAHG may thereafter terminate (i) this Agreement and (ii) the Agreement.
 - b. If neither termination nor cure are feasible, VNAHG shall report the violation to the Secretary.

E. Indemnification

1. The Parties agree to indemnify, defend and hold harmless each other and each other's respective employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as "indemnified party," against all actual and direct losses suffered by the indemnified party and all liability to third parties arising from or in connection with any breach of this Agreement or of any warranty hereunder or from any negligence or wrongful acts or omissions, including failure to perform its obligations under the Privacy Regulation, by the indemnifying party or its employees, directors, officers, subcontractors, agents or other members of its workforce. Accordingly, on demand, the indemnifying party shall reimburse any indemnified party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any indemnified party by reason of any suit, claim, action, proceeding or demand by any third party which results from the indemnifying party's breach hereunder. The Parties' obligation to indemnify any indemnified party shall survive the expiration or termination of this Agreement for any reason.

F. Definitions and References

1. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
2. Privacy Rule. Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. §§ 160 and Part 164, subparts A and E.
3. Protected Health Information. Protected Health Information shall have the same meaning as the term protected health information in 45 C.F.R. § 164.501 limited to the information created or received by Company from or on behalf of VNAHG. As defined in 45 C.F.R. § 164.501 Protected Health Information means "individually identifiable health information," including electronic records, paper records and oral communications.

Individually Identifiable Information includes information, including demographic information, collected from an individual and: (1) is created or received by a health care provider, health plan, employer or health care clearing house; and (2) relates to the past, present, or future payment for the provision of health care to an individual; and either identifies the individual, or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

4. Secretary. Secretary shall mean the Secretary of the Department of Health and Human Services or his/her designee.
5. Designated Record Set. Designated Record Set shall have the meaning set out in its definition at 45 C.F.R. § 164.501, as such provision is currently drafted and as it is subsequently updated, amended, or revised.

City of Asbury Park

Michael Capabianco
(Print)

By: 

Title: City Mgr

Date: 12/12/18

Visiting Nurse Association Health Group, Inc.

Steven Landers, MD, MPH

By: 

Title: President & CEO

Date: 11/30/18

P.L. 1975, c. 127
MANDATORY AFFIRMATIVE ACTION LANGUAGE
PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS
(N.J.A.C. 17:27-3.4)

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

The contractor or subcontractor, 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 or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not 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 the nondiscrimination clause.

The contractor or subcontractor, 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 or sex.

The contractor or subcontractor, where applicable; will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Public Agency Compliance Officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, N.J.S.A. 10:5-31, et seq. as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to Section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing all recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions,

that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor 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.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office 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 Affirmative Action Office for conducting a compliance investigation pursuant to N.J.A.C. 17:27-10.1, et seq.

To: Visiting Nurse Association Health Group, Inc.

I certify that the above information is correct to the best of my knowledge.

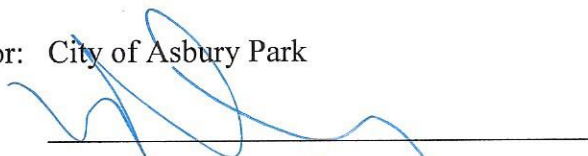
Name of Contractor: City of Asbury Park

Signature: _____

Printed Name: _____

Title: _____

Date: _____


 Michael Cupabianco
 City Manager
 12/12/18

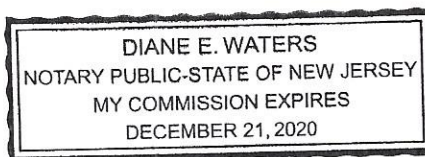
INDEMNIFICATION AND HOLD HARMLESS

This Indemnification and Hold Harmless Agreement (the "Indemnification Agreement") between the City of Asbury Park and of Visiting Nurse Association Health Group (VNA) with an address of 23 Main Street, Suite D1, Holmdel, New Jersey 07733 is deemed effective this 1/1/18. This Indemnification Agreement is deemed to be and is an addendum to that contract for Nursing Services dated 1/1/18, as same may be extended or modified (referred to herein as the "Contract"). As partial consideration for the compensation paid to Contractor under the Contract, 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 and insurers, including but limited to the NJ 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 sub-CONTRACTORS, employees and agents in connection with all activities, services and products undertaken and provided by the CONTRACTOR, pursuant to the Contract. Contractor acknowledges and agrees that its Indemnity Obligations hereunder shall apply unless and solely to the extent that a Loss is determined to be the result of the sole negligence of the Indemnitees. 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 responsible for the Loss. Finally, Contractor covenants and agrees that its Indemnity Obligations shall survive expiration or termination of the Contract and are independent of any policy of insurance that may be available for any Loss.

PRINCIPAL:

Colleen Nelson

Attachment: VNA Signed Contract 2019 (2019-201 : Public Health Nursing Services - January 1, 2019- December 30, 2019)

PRINT NAME: Colleen NelsonNAME OF COMPANY: Visiting Nurse Assoc. Health Group, Inc.ADDRESS OF COMPANY: 23 Main St. Ste D-1
Holmdel, NJ 07733DATE: 11/29/2018Sworn and Subscribed to before me this 29 day of November, 2018
(Notary Public) Diane E. Waters (My Commission Expires)
12/21/2020

09/20/18

Taxpayer Identification# 222-500-029/000

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)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
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:

VISITING NURSE ASSOCIATION HEALTH GROUP,

TRADE NAME:

ADDRESS:

23 MAIN STREET, SUITE D1
HOLMDEL NJ 07733

SEQUENCE NUMBER:

0482063

EFFECTIVE DATE:

12/05/90

ISSUANCE DATE:

09/20/18


Director
New Jersey Division of Revenue

FORM BRC

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

Attachment: VNA Signed Contract 2019 (2019-201 : Public Health Nursing Services - January 1, 2019- December 30, 2019)



RESOLUTION NO. 2019-202

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

RESOLUTION TO CREDIT SEWER ACCOUNT 3602-7 1513 PARK AVENUE

WHEREAS: The Tax Collector was notified by Ms. Grace Rotundo, owner of the property located at 1513 Park Avenue, Block 3602 Lot 7 that a discrepancy exists between the billing from New Jersey American Water Company and the City of Asbury Park for water and sewer consumption, account# 10816257-0; and

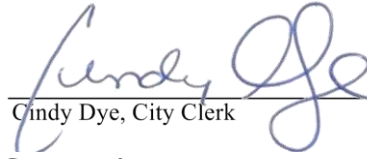
WHEREAS, it was made certain that New Jersey American Water Company erroneously billed for 118,000 gallons. The City of Asbury Park uploaded and billed for 118,000 gallons for February 2019 (due on the 2nd quarter) at a rate of \$489.70 (not including \$80.00 quarterly demand charge); and

WHEREAS, it has been determined by the City of Asbury Park Tax & Sewer Department that the reading of 11,000 should be used for billing due to the aforementioned facts and a credit in the amount of \$439.90 should be applied to February 2019 (due on the 2nd quarter); and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council for the City of Asbury Park authorize the Tax Collector to credit the sewer account # 10816257-0 for the 2019 2nd quarter sewer billing in the amount of \$439.90 (for 106,000 gallons less the 1,000 billed for 2019 2nd quarter) and adjust said account to reflect the new total in the amount of \$125.65 which includes the \$80.00 quarterly demand charge and 11,000 gallons of consumption.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-202 which was finally adopted by the City Council at a meeting held on the 12th day of June, 2019

CERTIFIED BY ME THIS 13th DAY OF June, 2019.

A handwritten signature in blue ink, appearing to read "Cindy Dye", is written over a horizontal line.

Cindy Dye, City Clerk

6/13/2019

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2019-203

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

RESOLUTION AUTHORIZING ISSUANCE OF DUPLICATE TAX SALE CERTIFICATE #14-00032 BLOCK 601 LOT 6 1022 SUMMERFIELD AVENUE

WHEREAS, Certificate of Sale #14-00032 was sold to Chris Adesanya on December 18th, 2014 for Block 601 Lot 6, also known as 1022 Summerfield Avenue, Asbury Park, NJ; and

WHEREAS, per letter from Mr. Chris Adesanya, stating that said Certificate of Sale has been misplaced and needs to be duplicated; and

WHEREAS, the fee of \$100.00, paid via check #403 to issue a duplicate tax sale certificate, has been received; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park, that the Tax Collector is hereby authorized to prepare a duplicate Certificate of Sale for Certificate #14-00032 as well as void the original certificate.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-203 which was finally adopted by the City Council at a meeting held on the 12th day of June, 2019

CERTIFIED BY ME THIS 13th DAY OF June, 2019.

Cindy Dye, City Clerk

6/13/2019

**CINDY A. DYE
CITY CLERK**



RESOLUTION NO. 2019-204

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

**RESOLUTION ACCEPTING A DONATION FROM LEAD (LAW ENFORCEMENT
AGAINST DRUGS) AND GEO ORBITAL FOR THE ASBURY PARK POLICE
DEPARTMENT**

WHEREAS, LEAD (Law Enforcement Against Drugs) and GEO Orbital wishes to donate a Marlin Style Trek Bicycle with a value of \$2,500, to the City of Asbury Park Police Department to assist in training exercises; and

WHEREAS, the City of Asbury Park is desirous to receive said donation.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, that the City of Asbury Park Police Department hereby accepts the donation of a Marlin Style Trek Bicycle from LEAD and GEO Orbital.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-204 which was finally adopted by the City Council at a meeting held on the 12th day of June, 2019

CERTIFIED BY ME THIS 13th DAY OF June, 2019.

Cindy Dye, City Clerk

6/13/2019

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2019-205

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

RESOLUTION OF THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, STATE OF NEW JERSEY PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE IN THE 2019 BUDGET OF THE CITY OF ASBURY PARK PURSUANT TO N.J.S.A. 40A:4-87 (CHAPTER 159) - UDRIVE UTEXT UPAY

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of county or municipality when such item shall have been made available by law and the amount was not determined at the time of the adoption of the budget; and

WHEREAS, the Director may also approve the insertion of an item of appropriation for an equal amount,

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2019 in the sum of \$5,500.00. Which is now available from NJ Division of Highway Safety UDrive, UText,UPay Grant.

BE IT FURTHER RESOLVED, that a like sum of \$5,500.00 Is hereby appropriated under the following caption:

General Appropriations:

Operations Excluded from "CAPS":

Public & Private Programs Offset by Revenues:

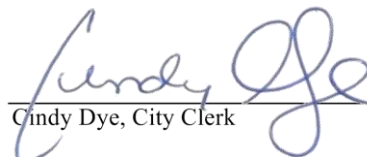
UDrive, UText, UPay

BE IT FURTHER RESOLVED, by the Mayor and City Council of the City of Asbury Park, that the City Clerk be and is hereby authorized to file said resolution in duplicate with the Director of the Division of Local Government Services and to provide a certified copy of this resolution to the City's Chief Financial Officer and City Auditor.

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

NO. 2019-205 which was finally adopted by the City Council at a meeting held on the 12th day of June, 2019

CERTIFIED BY ME THIS 13th DAY OF June, 2019.

A handwritten signature in blue ink, appearing to read "Cindy Dye", is written over a horizontal line.

Cindy Dye, City Clerk

6/13/2019

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2019-206

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

RESOLUTION AUTHORIZING AN ANNUAL SERVICE AGREEMENT FOR MOBILE DATA SERVICE COVERAGE

WHEREAS, Wireless Communications & Electronics has provided the City with an annual service agreement for Mobile Data Service Coverage for Panasonic Toughbooks, Arbitrators and Body Worn Cameras at the Police Department; and

WHEREAS, the City has previously purchased all Panasonic products from Wireless Communications & Electronics off of NJ NASPO Panasonic Contract #89980; and

WHEREAS, the City has obtained the attached quote totaling \$14,640.00 from Wireless Communications & Electronics; and

WHEREAS, the City of Asbury Park is desirous of awarding the service agreement to the vendor in an amount listed above; and

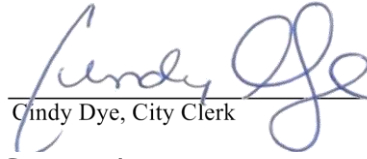
WHEREAS, the Chief Financial Officer has certified that funds are available in the following account: 9-01-25-240-000-218. The maximum dollar value of this purchase is as stated in the resolution.

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 authorizes the annual service agreement for mobile data service coverage with Wireless Communications & Electronics in the total amount of \$14,640.00; and

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

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-206 which was finally adopted by the City Council at a meeting held on the 12th day of June, 2019

CERTIFIED BY ME THIS 13th DAY OF June, 2019.

A handwritten signature in blue ink, appearing to read "Cindy Dye", is written over a horizontal line.

Cindy Dye, City Clerk

6/13/2019

CINDY A. DYE
CITY CLERK



SERVICE AGREEMENT

3.G.7.a

**55 Liberty Street
Metuchen, NJ 08840**

Phone (732) 926-1000
Fax (856) 753-9290

CUSTOMER NAME: Asbury Park Police Department

ATTN: Kirby Vargas

BILLING ADDRESS: 1 Municipal Plaza

CITY / STATE / ZIP: Asbury Park, NJ 07712

START DATE: _____ AUTOMATIC RENEWAL: _____ EXPIRATION DATE: _____

1/1/2019



YES



NO

12/31/2019

DATE: 1/1/2019

AGREEMENT ORDER #: 06152014

CUSTOMER CONTACT: Kirby Vargas

CUSTOMER PHONE #: (732) 774-1300

CUSTOMER EMAIL: kirby.vargas@cityofasburypark.com

WHEN THIS AGREEMENT IS ACCEPTED BY WIRELESS THE EQUIPMENT ON THE CUSTOMER/AGREEMENT ORDER REFERENCED ABOVE WILL BE SERVICED BY WIRELESS IN ACCORDANCE WITH THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE. THIS AGREEMENT DOES NOT INCLUDE REPLACEMENT OF ANTENNAS OR BATTERIES, OR SERVICE OF ANY TRANSMISSION LINE, ANTENNA, TOWER OR TOWER LIGHTING UNLESS SUCH WORK IS DESCRIBED BELOW.

QTY	MODEL NUMBER/SERIAL NUMBER/DESCRIPTION	PLACE OF SERVICE			MONTHLY SVC AMOUNT	
		CUST. LOCATION	SVC CTR DRIVE-IN	SVC CTR MAIL-IN		EXTENDED
	Mobile Data Service Coverage					
20	Panasonic CF30/31 Toughbooks	X	X	X		490.00
20	Panasonic Arbitrators	X	X	X		570.00
70	Panasonic BWCs	X	X	X		160.00
	Coverage includes all associated	X	X	X		
	hardware parts and labor coverage	X	X	X		
	Motorola State Contract Available at					
	#83909					

SPECIAL INSTRUCTIONS:

For Service Call: (732) 926-1000 *Severity Levels for Service*:

*Severity 1 Major System Failure Dispatched 7 x 24 x 365.

Immediate Call Back. 2 Hour Response On site

*Severity 2 Significant System Impairment Dispatched 7x24x365

Immediate Call Back. 4 Hour On-site Response

*Severity 3 Minor System Impairment Dispatched 8x5 Monday - Friday

Same Day Call Back. 24 Hour Turn Around On-site Response

*Severity 4 Technical Questions, Upgrades, Intermittent Problems.

System Problems presently being monitored. Parts Question Tech is not on site, has questions concerning problem. Work to be performed Standard Hours

** Contract Includes all labor and parts repair**

Physical Damage will be quoted at Time & Material Rate

Customer can be invoiced monthly, quarterly, semi annual, or annual



NEW



SUPERSEDE

AGREEMENT

AGREEMENT NUMBER(S): _____

ADDITIONAL TERMS, DEFINITIONS AND CONDITIONS OF THIS SERVICE AGREEMENT ARE PRINTED ON THE REVERSE SIDE.

AUTHORIZED CUSTOMER SIGNATURE/P.O. # _____ TITLE _____ DATE _____
IS P.O. REQUIRED? ☒ YES, ATTACHED P.O. ☐ NO

Bob Haber

SALES/SERVICE REPRESENTATIVE (SIGNATURE)

TELEPHONE # _____

PAYMENT CYCLE:

TAX EXEMPT:

- ☐ ANNUALLY
☐ SEMI-ANNUALLY
☐ QUARTERLY
☒ MONTHLY
☒ OTHER (SPECIFY IN SPECIAL INSTRUCTIONS)

- ☒ YES, ATTACH EXEMPT
CERTIFICATE
☐ NO

TOTAL PER
MONTH \$1,220.00

TAXES Exempt
MONTHLY
TOTAL \$1,220.00

THE ABOVE SERVICE AMOUNT
IS SUBJECT TO STATE AND
LOCAL TAXING JURISDICTIONS.

SERVICE AGREEMENT

1. **DEFINITIONS.** "Wireless" shall mean Wireless Electronics, inc.; "Customer" shall mean the customer named in the Agreement, and "Product" shall collectively mean the Equipment and Software which Wireless and Customer agree to be serviced pursuant to this Service Agreement. Such Product is listed on the front of this Agreement.

2. **ACCEPTANCE.** The terms and conditions set forth on the front and reverse side of this Agreement is an offer to purchase Service by Customer which shall become a Service Agreement when acknowledged in writing by Wireless's Service Department, and the banking, negotiation or other use of any payment shall not constitute an acceptance by Wireless. I agree that Service shall be provided only on the terms and conditions contained in this Agreement. Wireless shall not be bound by terms and conditions in Customer's purchase order elsewhere unless expressly agreed to in writing. Upon acceptance by Wireless's Service Department, Wireless's interest in the Agreement is assigned to Wireless Electronics, Inc.

3. **SERVICE DEFINED.** a. Wireless agrees to provide service for the Product listed on the front side of this Agreement. Such Product shall be serviced according to terms and conditions on the front and reverse side of this Agreement ("Service"). The service shall begin and end on the dates set forth on the front side of this Agreement. Wireless shall also Service other Product sold by Wireless and purchased by customer during the term of this Agreement on the same terms and conditions set forth in this Agreement at the time of purchase. b. Current service fees for such Product. Upon delivery of such other Product to Customer, service fees for Service of such other Product shall be added to the billing cycle following expiration of the labor warranty on such other Product. In the event of loss, damage, theft, or removal from Service of any Product, Customer shall immediately report the loss, damage, theft, or removal in writing to Wireless. In this event, Customer's obligation to pay service fees with respect to any such Product shall terminate at the end of the month in which Wireless receives such written report.

c. Mobile Product shall be removed and reinstalled in different vehicles at Customer's request for the service fee in effect at the time of Customer's request. d. This Agreement does not include service of any transmission line, antenna, tower, or tower lighting, unless such work is described on the front side of this Agreement. Service shall include the labor and parts required to repair Product which has become defective through normal wear and usage. This does not include consumables and their installation. Service does not include the repair or replacement of Product which has otherwise become defective, including, but not limited to, damage caused by accidents, physical or electronic abuse or misuse, acts of God, fires, or other casualty. Service performed for non-covered repairs shall be billed at Wireless's above contract rate applicable for such Service. Product under contract must be maintained in environmental conditions as set forth in the Product specifications and damage resulting from environmental conditions not conforming to the specifications is not covered by this Agreement.

e. Where telephone lines and Product are used in conjunction with Wireless maintained Product, Wireless shall have no obligation or responsibility for such telephone imines or Product but shall, upon request, assist the Telephone Company in repairing such upon payment at the appropriate above contract rate.

f. Customer shall indicate on the front side of this Agreement any Product which is intrinsically safe so that appropriate parts and procedures may be used to maintain such status for the expiration of twelve (12) months after the commencement of Service hereunder (or any time thereafter), if Product cannot in Wireless's opinion be properly or economically repaired because (but not limited to) excessive wear, deterioration or unavailability of parts, Wireless at its sole option, upon thirty (30) days prior written notice to Customer sent by certified mail may either: (1) remove such Product from this Agreement; or (2) may increase the price to Service such Product. Customer shall have thirty (30) days from receipt of notice of price increase to object to such increase. If Customer properly objects to such increase, Wireless shall then have the option to remove such Product from coverage by this Agreement. Customer's obligation to pay Service fees with respect to Product removed from this Agreement shall terminate at the end of the month during which such Product is removed.

4. **SERVICE STANDARDS.** The Product shall be serviced by Wireless in accordance with the following standards: (i) Manufacturer parts or parts of equal quality shall be used; (ii) Product shall be serviced at levels set forth in manufacturer's product manuals; and (iii) routine service procedures prescribed from time to time by manufacturer for its Product shall be followed.

5. **TIME AND PLACE OF SERVICE.** a. Service shall be done at the location specified on the front side of this Agreement. Where Service is to be performed at the location of the Product, Customer shall furnish shelter, heat, light, and power at these locations. Customer shall notify Wireless immediately of Product failure, allow Wireless full and free access to the Product, and cooperate fully with Wireless in Wireless's servicing of the Product. Waiver of liability by Wireless against Customer or other restrictions shall not be imposed by Customer as a condition of access requirement. Customer shall allow Wireless full and free access to the Product. Customer shall allow Wireless to use necessary machines, communications, facilities, features, or other product (except as normally supplied by Wireless) at no charge. Mobiles and removable Product shall be delivered by Customer to the Wireless Service Center indicated on the front side of this agreement.

b. Hours of Service under this Agreement shall be the normal working hours, excluding holidays, of Wireless's Service Center unless otherwise indicated on the front side of this Agreement.

6. **PAYMENT OF TAXES.** On or about the date each payment is due as set forth on the front side of this Agreement, Wireless shall send Customer an invoice covering the Service for the next Payment Period. All other charges shall be billed monthly, and the Customer shall pay the amount of each invoice within ten (10) days of its date to the Wireless office designated by Wireless. Each invoice shall be due and payable whether or not the Product is operating, and Wireless may terminate this Agreement by giving Customer ten (10) days notice by certified mail if Customer defaults in its payment to Wireless. Customer shall reimburse Wireless for all property taxes, sales and use taxes, excise taxes, and other taxes, assessments now or hereafter imposed by authority of any Federal, State, or Local law, rule, or regulation with respect to the Service of the Product except Federal income and property taxes of Wireless and state income and franchise taxes of Wireless.

7. **RIGHT TO SUBCONTRACT.** Wireless shall have the right to subcontract in whole or in part the Service called for by this Agreement. Wireless shall notify Customer of the name and address of each subcontractor.

8. **REVISION OF FEES.** Prior to an Anniversary of the "Expiration Date" indicated on the front side of this Agreement, Wireless may revise the Service fees set forth on the front side of this Agreement by giving Customer written notice of the amount of the increase at least sixty (60) days in advance of that Anniversary date. Upon receipt of any such notice, Customer may terminate this agreement on the Expiration Date or any Anniversary of it upon thirty (30) days prior written notice to Wireless sent by certified mail to the address indicated in this Agreement; otherwise the new fees shall become effective on the Anniversary date. In the event of such termination, all accrued and unpaid charges shall be due and payable immediately upon termination.

9. **AUTOMATIC RENEWAL.** After the Expiration Date indicated on the front side of this Agreement, this Agreement shall continue for successive additional periods of one year, provided that either Wireless or Customer may terminate this Agreement on the Expiration Date or any Anniversary of it upon thirty (30) days prior written notice to the other party sent by certified mail to the address indicated in this Agreement.

10. **INTERRUPTION OF SERVICE.** Customer shall notify the servicing agency in the event of the failure of any Product. If the servicing agency fails to repair the Product within a reasonable time, Customer shall notify the Wireless office designated by Wireless. After said notice from Customer to the servicing agency and to the Wireless office designated by Wireless, Wireless shall be liable for any interruption or interference affecting the use or transmission through the Product maintained to the extent of a pro rata allowance based on monthly service fee for the time such interruption or interference is attributable to the fault of Wireless or its subcontractor. Wireless does not assume and shall have no liability under this Agreement for failure to provide or delay in providing service for the Product due directly or indirectly to causes beyond the control of Wireless, including, but not restricted to, acts of God, acts of the public enemy, acts of the United States, any State, Territory of the United States, or any political subdivision of the foregoing, or the District of Columbia, acts of failure to act of the Customer, its agents, employees or subcontractors, fires, floods, casualty, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather conditions or defaults of Wireless subcontractors due to any such causes.

11. **WARRANTY LIMITATIONS.** EXCEPT AS SPECIFIED IN THIS AGREEMENT, WIRELESS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.

12. **FCC AND OTHER GOVERNMENTAL MATTERS.** Although Wireless may assist in preparation of the FCC license application, Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission ("FCC") or any other Federal, State, or Local governmental agency. Customer is solely responsible for complying with applicable FCC rules and regulations and the applicable rules and regulations of any other Federal, State, or Local governmental agency. Neither Wireless nor any of its employees is an agent of Customer in FCC or other governmental matters. Wireless, however, may assist in preparation of the FCC license application at no charge to Customer.

13. **ENTIRE AGREEMENT.** Customer acknowledges that it has read and understands the terms and conditions of the Agreement and agrees to be bound by them, that it is the complete and conclusive statement of the agreement between the parties and that this Agreement sets forth the entire agreement and understanding between the parties relating to the subject matter hereof and all understandings and agreements, oral and written, heretofore made between Wireless and Customer, are merged in this Agreement which alone fully and completely expresses their agreement.

14. **AMENDMENT.** No modification or additions to this Agreement shall be binding upon Wireless unless such modification is in writing and signed by a Wireless Electronics, Inc. President authorized to make such revisions and an authorized agent of Customer.

15. **VALIDITY.** If any term or provision of this Agreement shall to any extent be held by a court or other tribunal to be invalid, void, or unenforceable, then that term or provision shall nevertheless remain in full force and effect, and the remaining terms and provisions of this Agreement shall nevertheless continue in full force and effect and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid, void, or unenforceable.

16. **HEADINGS.** Section and paragraph headings used in this Agreement are for convenience only and are not to be deemed or construed to be part of this Agreement. ASSIGNMENT No assignment or transfer, in whole or in part, of this Agreement by Customer shall be binding upon Wireless without its prior written consent.

18. **WAIVER.** Failure or delay on the part of Wireless or Customer to exercise any right, power, or privilege under this Agreement shall not operate as a waiver of any right, power, or privilege of this Agreement.

19. **TIME TO SUE.** Except for money due upon an open account, no action shall be brought for any breach of this Agreement more than two (2) years after the accrual of such cause of action except where a shorter limitation period is provided by applicable law.

20. **LAW.** THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES SHALL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW JERSEY.



RESOLUTION NO. 2019-207

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

RESOLUTION CANCELING BALANCES OF GRANT RECEIVABLES AND GRANTS APPROPRIATED

WHEREAS, certain grants receivables and grants appropriated remain on the books of the City from prior years; and

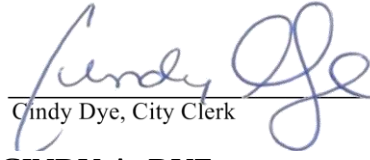
WHEREAS, it is necessary to cancel said grant receivables and grants appropriated to fund balance.

NOW, THEREFORE, BE IT RESOLVED by the Governing body of the City of Asbury Park that the following grant receivables and grant appropriation reserves be canceled up to the amounts listed below:

Grant Name:	Account Receivable	Appropriated Reserve
COPS Grant 2015	\$281,661.90	\$282,421.33
Hazardous Mitigation Grants	21,455.00	
EDA Cyber District Grant		16,482.00
Bikeway Grant		7,875.00
Monmouth County Open Space	14,000.00	
Mental Health Grants		87.28
COPS in Shops Grant	400.00	400.00
DDEF Grant		2,500.00
Totals	\$317,516.90	\$309,765.61

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-207 which was finally adopted by the City Council at a meeting held on the 12th day of June, 2019

CERTIFIED BY ME THIS DAY OF , .

A handwritten signature in blue ink, appearing to read "Cindy Dye", is written over a horizontal line.

Cindy Dye, City Clerk

6/13/2019

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2019-208

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

AUTHORIZING T&M ASSOCIATES TO PREPARE A NJDOT GRANT APPLICATION

WHEREAS, the New Jersey Department of Transportation (NJDOT) has announced the opening of FY19 Municipal Aid grant applications; and

WHEREAS, the City of Asbury Park is interested in applying for said grant funds to repave and/or reconstruct Bond Street (Summerfield Avenue to 5th Avenue); and

WHEREAS, T&M Associates has submitted a not-to-exceed proposal in the amount of \$3,900.00 to complete and submit the grant application to NJDOT; and

WHEREAS, the Chief Financial Officer has certified that the maximum dollar value of the pending contract is as set forth in the resolution and funds are available in account 9-01-20-165-000-209; and

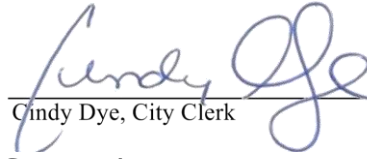
WHEREAS, the City Manager is hereby authorized to sign any contracts with the vendor.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, awards T&M Associates to submit a NJDOT grant application to repave and/or reconstruct Bond Street (Summerfield Avenue to 5th Avenue) in an amount not-to-exceed \$3,900.00.

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

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-208 which was finally adopted by the City Council at a meeting held on the 12th day of June, 2019

CERTIFIED BY ME THIS 13th DAY OF June, 2019.

A handwritten signature in blue ink, appearing to read "Cindy Dye", is written over a horizontal line.

Cindy Dye, City Clerk

6/13/2019

CINDY A. DYE
CITY CLERK



YOUR GOALS. OUR MISSION.

ASPKOH-16002

June 5, 2019
(Via email)

Mr. Michael Capabianco, City Manager
City of Asbury Park
One Municipal Plaza
Asbury Park, New Jersey 07712

**Re: NJDOT Fiscal Year 2020 Municipal Aid Grant Application
Improvements to Bond Street (Summerfield Avenue to Fifth Avenue)
City of Asbury Park, Monmouth County, New Jersey**

Dear Mr. Capabianco:

As you are aware, the NJDOT has announced the new cycle of grant funding for Fiscal Year 2020. Per our recent communications and discussions, T&M has prepared this task order proposal for the preparation and submittal of the NJDOT Municipal Aid Grant application on behalf of the City of Asbury Park.

It is our understanding that the City of Asbury Park wishes to submit an application for Improvements to Bond Street, from Summerfield Avenue to Fifth Avenue for this round of grant funding.

As such, we offer the following scope of services for your consideration:

SCOPE OF SERVICES

T&M Associates will prepare and submit all necessary documents for the FY-2020 Municipal Aid Application including photographs, cost estimates, narratives, etc. All information will be submitted through the NJDOT System for Administering Grants Electronically (SAGE) website.

TOTAL LUMP SUM FEE: \$3,900.00

This proposal is specifically limited to the scope of work outlined above and includes ongoing dialogue with the funding agency as well as the City. Should any additional testimony, planning, survey, engineering design, site investigation work or grant administrative services be required above and beyond the original scope of this proposal, T&M will inform the City and obtain written authorization prior to the commencement of additional work. T&M will provide an additional services proposal, if warranted, under separate cover.

Any application fees and/or permit fees associated with the project submission will be the responsibility of the Applicant (City) and are not part of this scope of services.

Attachment: Capabianco_JDH_NJDOT FY2020 Muni Aid Application (2019-208 : Authorizing T&M Associates to prepare a NJDOT grant



Le: Michael Capabianco
City Manager

Re: NJDOT Fiscal Year 2020 Municipal Aid Grant Application
Improvements to Bond Street (Summerfield Avenue to Fifth Avenue)
City of Asbury Park, Monmouth County, New Jersey

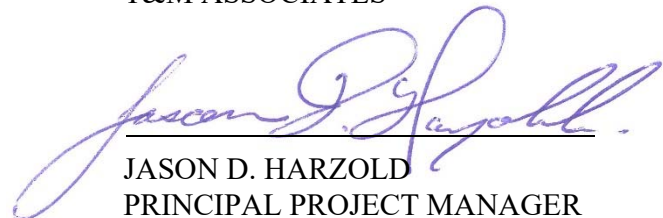
The City of Asbury Park shall be provided with two (2) copies of application plans, reports, and funding applications prepared by T&M Associates at no additional cost. Additional copies of any project reference maps, plans, reports, exhibits, calculations or computations can be provided at the City's request and will be invoiced as a direct reimbursable expense based on T&M's fee schedule.

Should the City find this proposal acceptable, please indicate by signing below and kindly return for our files. We look forward to continuing to serve the City of Asbury Park with its grant related needs.

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

Very truly yours,

T&M ASSOCIATES



JASON D. HARZOLD
PRINCIPAL PROJECT MANAGER
On Behalf of:
CHRISTINE A. BALLARD, P.E.
ASBURY PARK CITY ENGINEER

Accepted by:
THE CITY OF ASBURY PARK

Michael Capabianco Date
Asbury Park City Manager

JDH:jdH

Cc: Michele Alonso, Director of Planning and Zoning
Cindy Dye, City Clerk
JoAnn Boos, CFO
Frederick C. Raffetto, Esq., City Attorney

G:\Projects\ASPK\G1901\Correspondence\Proposals\Capabianco_JDH_NJDOT FY2020 Muni Aid Application.docx



RESOLUTION NO. 2019-228

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

A RESOLUTION APPOINTING THE CITY MANAGER CLERK PRO-TEMPORE

NOW, THEREFORE IT BE RESOLVED, By the Mayor and Council of the City of Asbury Park, Monmouth County, New Jersey that City Manager Michael Capabianco be appointed City Clerk Pro-Tempore for the June 12, 2019 meeting

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-228 which was finally adopted by the City Council at a meeting held on the 12th day of June, 2019

CERTIFIED BY ME THIS 13th DAY OF June, 2019.

Cindy Dye, City Clerk

6/13/2019

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2019-209

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

RESOLUTION APPROVING PAYMENT OF BILLS

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

BE IT RESOLVED, that these vouchers payable totaling \$1,456,113.32

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	\$ 839,493.32
BOARD OF EDUCATION	\$ <u>616,620.00</u>
TOTAL VOUCHERS	\$ <u>1,456,113.32</u>

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-209 which was finally adopted by the City Council at a meeting held on the 12th day of June, 2019

CERTIFIED BY ME THIS 13th DAY OF June, 2019.

Cindy Dye, City Clerk

6/13/2019

CINDY A. DYE
CITY CLERK

June 6, 2019
10:36 AM

CITY OF ASBURY PARK
Bill List By Budget Account

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Page No: 1

P.O. Type: Contract Print Alpha, Revenue, & G/L Accounts: Y Open: N Void: N Paid: N
Format: Condensed Held: Y Aprv: N Rcvd: Y
Range: 8-First to 9-Last Bid: Y State: Y Other: Y Exempt: Y
Rcvd Batch Id Range: First to Last Include Non-Budgeted: Y
Department Page Break: No Subtotal CAFR: Yes Subtotal Department: Yes Subtotal Extd: Yes

Budget Account	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Vendor						
Fund:	CURRENT					
Department:	ENGINEERING SERVICES					
Extd:	ENGINEERING SERVICES					
8-01-20-165-000-209	ENGINEERING SERVICES Fees					
TMASSO	T & M ASSOCIATES	18-03403	Prep. Master Plan Sunset Lake	3,535.78	0.00	B
	Extd Total:		ENGINEERING SERVICES	3,535.78		
	Department Total:		ENGINEERING SERVICES	3,535.78		
	CAFR Total:			3,535.78		
Department:	ZONING BOARD OF ADJUSTMENT					
Extd:	ZONING BOARD OF ADJUSTMENT					
8-01-21-185-000-209	ZONING BOARD Fees					
STSHOR	ST SHORTHAND REPORTING SERVICE	19-01742	St.Shorthand bulk PB/ZB Inv.	83.34	0.00	
	Extd Total:		ZONING BOARD OF ADJUSTMENT	83.34		
	Department Total:		ZONING BOARD OF ADJUSTMENT	83.34		
	CAFR Total:			83.34		
Department:	POLICE DEPARTMENT					
Extd:	POLICE DEPARTMENT					
8-01-25-240-000-221	POLICE Ammunition					
PRADIS	PRAXAIR DISTRIBUTION, INC.	18-03624	(8) Glasses Nemesis Black	79.68	0.00	
	Extd Total:		POLICE DEPARTMENT	79.68		
	Department Total:		POLICE DEPARTMENT	79.68		
Department:	FIRE DEPARTMENT					
Extd:	FIRE DEPARTMENT					
8-01-25-265-000-222	FIRE DEPT. Training					
SAFSUR	SAFETY & SURVIVAL TRAINING LLC	18-03593	Est. #:000540	2,400.00	0.00	
	Extd Total:		FIRE DEPARTMENT	2,400.00		
	Department Total:		FIRE DEPARTMENT	2,400.00		
	CAFR Total:			2,479.68		

Attachment: Bill list 6-12-19 (2019-209 : Payment of Bills)

June 6, 2019
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CITY OF ASBURY PARK
Bill List By Budget Account

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Page No. 2

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: BUILDINGS & GROUNDS Extd: BUILDINGS & GROUNDS						
8-01-26-310-000-201	BUILDING & GND General Plant					
VERITIV	VERITIV OPERATING COMPANY	19-01845	Foam Handwash and Bleach	329.24	0.00	
	Extd Total: BUILDINGS & GROUNDS			329.24		
	Department Total: BUILDINGS & GROUNDS			329.24		
	CAFR Total:			329.24		
Department: RECREATION SERVICES & PROGRAM Extd: RECREATION SERVICES & PROGRAM						
8-01-28-370-000-299	RECREATION Misc.					
THECOA	THE NEW COASTER, LLC	18-01958	summer recreation ad	1,980.00	0.00	
	Extd Total: RECREATION SERVICES & PROGRAM			1,980.00		
	Department Total: RECREATION SERVICES & PROGRAM			1,980.00		
	CAFR Total:			1,980.00		
	Fund Total: CURRENT			8,408.04		
	Year Total:			8,408.04		
Fund: CURRENT Department: ADMINISTRATION Extd: ADMINISTRATION						
9-01-20-100-000-201	ADMINISTRATION General Plant					
1STIMP	1ST. IMPRESSIONS	19-01074	appreciation plaque	67.90	0.00	
GEECHA	GEESE CHASERS, LLC	19-01165	2ND QTR 2019 CLEARNG AND	1,079.00	0.00	B
THEHON2	THE HON COMPANY LLC	19-01272	chairs for CM office	1,944.40	0.00	
WATSPR	WATCHUNG SPRING WATER CO.,INC.	19-01748	services for 4-11 thru 5-8-201	77.68	0.00	
ATLLC	AT&T MOBILITY LLC	19-01773	#287284936037 4/12 - 5/11/19	44.63	0.00	
VERIZON	VERIZON WIRELESS	19-01899	#485430396-00001 4/26 - 5/25	164.13	0.00	
ATLLC	AT&T MOBILITY LLC	19-01904	#287284651437 4/12 - 5/11/19	533.81	0.00	
				3,911.55		
9-01-20-100-000-202	ADMINISTRATION Office Supplies					
WBMASON	W.B.MASON CO., INC.	19-01741	OFFICE SUPPLIES	65.79	0.00	
WBMASON	W.B.MASON CO., INC.	19-01750	chair for city manager	308.19	0.00	
				373.98		
9-01-20-100-000-209	ADMINISTRATION Fees					
CLACAN	CLARKE CATON HINTZ PC	19-01604	Services through March 2019	2,463.11	0.00	
CLACAN	CLARKE CATON HINTZ PC	19-01829	Services through April 2019	75.00	0.00	
				2,538.11		
	Extd Total: ADMINISTRATION			6,823.64		
	Department Total: ADMINISTRATION			6,823.64		

Attachment: Bill list 6-12-19 (2019-209 : Payment of Bills)

June 6, 2019
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CITY OF ASBURY PARK
Bill List By Budget Account

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Page No: 5

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: MUNICIPAL CLERK						
Extd: MUNICIPAL CLERK						
9-01-20-120-000-212	MUNICIPAL CLERK Dues,Subscript.					
NJLEAMUN NJ LEAGUE OF MUNICIPALITIES	19-01670 NJM Magazine Subscript.05/2019			175.00	0.00	
9-01-20-120-000-217	MUNICIPAL CLERK Ads&Promotion					
ASBPAK ASBURY PARK PRESS	19-01710 ORDER#0003557283(2019-20)			58.04	0.00	
THECOA THE NEW COASTER, LLC	19-01767 Invoice #53445			118.31	0.00	
ASBPAK ASBURY PARK PRESS	19-01775 AFFORDABLE HOUSING CONSULTANT			84.92	0.00	
ASBPAK ASBURY PARK PRESS	19-01846 Order #3587768			58.04	0.00	
				<u>319.31</u>		
9-01-20-120-000-238	MUNICIPAL CLERK Contractual					
GRALLC GRANICUS, LLC	19-01804 Invoice #113442			706.20	0.00	
	Extd Total: MUNICIPAL CLERK			1,200.51		
	Department Total: MUNICIPAL CLERK			1,200.51		
Department: FINANCIAL ADMINISTRATION						
Extd: FINANCIAL ADMINISTRATION						
9-01-20-130-000-201	FINANCE General Plant					
ASBPAK ASBURY PARK PRESS	19-01618 NTB SEWAGE SLUDGE TRANSPORT			98.36	0.00	
ASBPAK ASBURY PARK PRESS	19-01619 NTB GPS PREEMPTION SYSTEM			76.28	0.00	
CRAPRI CRAFTMASTER PRINTING, INC.	19-01672 QUOTE #10822 ABSENCE REPORTS			732.00	0.00	
FPMAIL FP Mailing Solutions	19-01674 RI104049879 MAIL MACHINE			225.00	0.00	
WATSPR WATCHUNG SPRING WATER CO.,INC.	19-01694 ACCOUNT #014764 APRIL			59.54	0.00	
JERMAIL JERSEY MAIL SYSTEMS, LLC	19-01786 ESTIMATE #2019-445 INK FOR			207.95	0.00	
MARBUS MARLIN BUSINESS BANK	19-01806 INVOICE #17005697 6/15/19			339.50	0.00	
				<u>1,738.63</u>		
9-01-20-130-000-202	FINANCE Office Supplies					
WBMASON W.B.MASON CO., INC.	19-01741 OFFICE SUPPLIES			328.95	0.00	
9-01-20-130-000-204	FINANCE Outside Services					
ACAFGI ACACIA FINANCIAL GROUP, INC.	19-01738 FAS Services March 2019			535.00	0.00	
	Extd Total: FINANCIAL ADMINISTRATION			2,602.58		
	Department Total: FINANCIAL ADMINISTRATION			2,602.58		
Department: COMPUTERIZED DATA PROCESSING						
Extd: COMPUTERIZED DATA PROCESSING						
9-01-20-140-000-218	COMPUTERIZED DATA PROC. Contract Service					
SHIINT SHI INTERNATIONAL CORP	19-01343 Q#16970313 Unitrents Renewal			3,268.26	0.00	
MAIBES MAILS BEST FRIEND, LLC	19-01519 Email Server Annual Renewal			2,893.00	0.00	
SHIINT SHI INTERNATIONAL CORP	19-01692 Q#17112781 USB Hubs			76.38	0.00	
				<u>6,237.64</u>		
	Extd Total: COMPUTERIZED DATA PROCESSING			6,237.64		
	Department Total: COMPUTERIZED DATA PROCESSING			6,237.64		

Attachment: Bill list 6-12-19 (2019-209 : Payment of Bills)

June 6, 2019
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CITY OF ASBURY PARK
Bill List By Budget Account

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: TAX REVENUE ADMINISTRATION						
Extd: TAX REVENUE ADMINISTRATION						
9-01-20-145-000-202	TAX REV ADMIN Office Supplies					
WBMASON	W.B.MASON CO., INC.	19-01741	OFFICE SUPPLIES	65.79	0.00	
9-01-20-145-000-222	TAX REV ADMIN Training					
MONTAX	MONMOUTH/OCEAN TCTA	19-01779	MONOC SEMINAR T.YOUNG,B.HERGET	78.00	0.00	
Extd Total: TAX REVENUE ADMINISTRATION				143.79		
Department Total: TAX REVENUE ADMINISTRATION				143.79		
Department: DIRECTOR OF COMMUNICATIONS						
Extd: DIRECTOR OF COMMUNICATIONS						
9-01-20-151-000-299	DIRECTOR OF COMMUNICATIONS - Misc Exp					
VERIZON	VERIZON WIRELESS	19-01899	#485430396-00001 4/26 - 5/25	42.14	0.00	
Extd Total: DIRECTOR OF COMMUNICATIONS				42.14		
Department Total: DIRECTOR OF COMMUNICATIONS				42.14		
Department: LEGAL SERVICES						
Extd: LEGAL SERVICES						
9-01-20-155-000-209	LEGAL SERVICES Fees					
MCMSO	MCMANIMON,SCOTLAND&BAUMANN,LLC	19-01591	SERVICES RENDERED THRU MAR-19	1,128.34	0.00	
MARFAL	MARAZITI FALCON, LLP	19-01639	SERVICES RENDERED THRU MAR-APR	3,858.10	0.00	
MCMSO	MCMANIMON,SCOTLAND&BAUMANN,LLC	19-01889	#162061: AP WATERFRONT REDEV.	52.50	0.00	
				<u>5,038.94</u>		
Extd Total: LEGAL SERVICES				5,038.94		
Department Total: LEGAL SERVICES				5,038.94		
Department: CABLE TV ADVISORY COMMITTEE						
Extd: CABLE TV ADVISORY COMMITTEE						
9-01-20-162-000-299	CABLE TV ADVISORY COMMITTEE - MISC EXP					
CARAH005	CARAHSOFT TECHNOLOGY CORP.	19-01182	LinkdIn Learning Progs Renewal	1,725.00	0.00	
Extd Total: CABLE TV ADVISORY COMMITTEE				1,725.00		
Department Total: CABLE TV ADVISORY COMMITTEE				1,725.00		
Department: ENGINEERING SERVICES						
Extd: ENGINEERING SERVICES						
9-01-20-165-000-209	ENGINEERING SERVICES Fees					
FREPAR	FRENCH & PARRELLO, PA	19-01561	Invoice 115210 LSRP DPW	290.00	0.00	

Attachment: Bill list 6-12-19 (2019-209 : Payment of Bills)

June 6, 2019
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CITY OF ASBURY PARK
Bill List By Budget Account

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
9-01-20-165-000-209	ENGINEERING SERVICES Fees		Continued			
TMASSO T & M ASSOCIATES		19-01739	LAF366424 Gen.Eng. Services	9,117.59	0.00	
				9,407.59		
	Extd Total: ENGINEERING SERVICES			9,407.59		
	Department Total: ENGINEERING SERVICES			9,407.59		
	CAFR Total:			33,221.83		
Department: Planning Department						
Extd: Planning Department						
9-01-21-179-000-201	Planning Dept. General Plant					
WBMASON W.B.MASON CO., INC.		19-01573	WB File cabinets	1,281.94	0.00	
LPSTAT L. P. STATILE, INC.		19-01724	Statile plants May 2019	111.50	0.00	
WBMASON W.B.MASON CO., INC.		19-01741	OFFICE SUPPLIES	65.79	0.00	
CLACAN CLARKE CATON HINTZ PC		19-01747	CCH ZB/PB INVOICES THRU 5/2019	375.00	0.00	
VERIZON VERIZON WIRELESS		19-01899	#485430396-00001 4/26 - 5/25	84.67	0.00	
				1,918.90		
	Extd Total: Planning Department			1,918.90		
	Department Total: Planning Department			1,918.90		
Department: PLANNING BOARD						
Extd: PLANNING BOARD						
9-01-21-180-000-201	PLANNING BOARD General Plant					
THECOA THE NEW COASTER, LLC		19-01665	PB Ad Special Invoice 53406	15.54	0.00	
STSHOR ST SHORTHAND REPORTING SERVICE		19-01742	St.shorthand bulk PB/ZB Inv.	250.00	0.00	
CLACAN CLARKE CATON HINTZ PC		19-01743	CCH invoices March 2019 PB	365.45	0.00	
CLACAN CLARKE CATON HINTZ PC		19-01747	CCH ZB/PB INVOICES THRU 5/2019	55.00	0.00	
				685.99		
	Extd Total: PLANNING BOARD			685.99		
	Department Total: PLANNING BOARD			685.99		
Department: ZONING BOARD OF ADJUSTMENT						
Extd: ZONING BOARD OF ADJUSTMENT						
9-01-21-185-000-209	ZONING BOARD Fees					
CLACAN CLARKE CATON HINTZ PC		19-01708	ZBA CCH March 2019 invoices	247.50	0.00	
CLACAN CLARKE CATON HINTZ PC		19-01747	CCH ZB/PB INVOICES THRU 5/2019	57.15	0.00	
				304.65		
	Extd Total: ZONING BOARD OF ADJUSTMENT			304.65		
	Department Total: ZONING BOARD OF ADJUSTMENT			304.65		
	CAFR Total:			2,909.54		
Department: CODE ENFORCEMENT AND ADMIN.						
Extd: CODE ENFORCEMENT AND ADMIN.						
9-01-22-195-000-299	CODE ENFORCE Misc.					
CRAPRI CRAFTMASTER PRINTING, INC.		19-01530	Business Card & inspec. report	579.00	0.00	
VERIZON VERIZON WIRELESS		19-01695	#342269861-00001 4/5 - 5/4/19	134.65	0.00	

Attachment: Bill list 6-12-19 (2019-209 : Payment of Bills)

June 6, 2019
10:36 AM

CITY OF ASBURY PARK
Bill List By Budget Account

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
9-01-22-195-000-299	CODE ENFORCE Misc.		Continued			
WBMASON W.B.MASON CO., INC.		19-01741	OFFICE SUPPLIES	65.79	0.00	
VERIZON VERIZON WIRELESS		19-01899	#485430396-00001 4/26 - 5/25	362.34	0.00	
				1,141.78		
	Extd Total: CODE ENFORCEMENT AND ADMIN.			1,141.78		
	Department Total: CODE ENFORCEMENT AND ADMIN.			1,141.78		
Department: CONSTRUCTION CODE OFFICIAL						
Extd: CONSTRUCTION CODE OFFICIAL						
9-01-22-200-000-299	CONSTRUCTION CODE Misc. (In Cap)					
VERIZON VERIZON WIRELESS		19-01695	#342269861-00001 4/5 - 5/4/19	168.38	0.00	
VERIZON VERIZON WIRELESS		19-01899	#485430396-00001 4/26 - 5/25	175.10	0.00	
				343.48		
	Extd Total: CONSTRUCTION CODE OFFICIAL			343.48		
	Department Total: CONSTRUCTION CODE OFFICIAL			343.48		
	CAFR Total:			1,485.26		
Department: POLICE DEPARTMENT						
Extd: POLICE DEPARTMENT						
9-01-25-240-000-201	POLICE General Plant					
CRAPRI CRAFTMASTER PRINTING, INC.		19-01588	#10816 Carbonless Forms	732.96	0.00	
STATOX STATE TOXICOLOGY LABORATORY		19-01700	(9) Random Analysis	405.00	0.00	
WATSPR WATCHUNG SPRING WATER CO., INC.		19-01772	#9410407, #9455511 (16) Bottles	149.82	0.00	
APCLLC Asbury Park Cyclery LLC		19-01795	Repaired 3 Bikes	339.96	0.00	
ETHEL005 ETHEL ROBINSON		19-01878	REIMBURSEMENT OF IMPOUND FEES	264.94	0.00	
				1,892.68		
9-01-25-240-000-203	POLICE Motor Vehicle					
EDWTIR EDWARDS TIRE CO., INC.		19-00685	Blanket Car Repairs	540.00	0.00	B
EASAUT EASTERN AUTOPARTS WAREHOUSE		19-01177	Blanket Auto Repairs	500.52	0.00	B
RICAUT RICH'S AUTO BODY		19-01770	#10983 Towed 2001 Buick For	20.00	0.00	
				1,060.52		
9-01-25-240-000-205	POLICE Animal Control Services					
SPCA MONMOUTH COUNTY SPCA		19-01703	#2015113 Animal Control	4,781.63	0.00	
9-01-25-240-000-218	POLICE Contract.Serv.					
OPTIMUM OPTIMUM		19-01701	Current Charges 5/8-6/07	176.58	0.00	
VERZON VERIZON BUSINESS		19-01800	#150717354000165 Current	1,776.60	0.00	
ATLTOM ATLANTIC TOMORROWS OFFICE		19-01802	#CNIN899583 Contract 115224	366.67	0.00	
VERIZON VERIZON WIRELESS		19-01899	#485430396-00001 4/26 - 5/25	256.13	0.00	
ATLLC AT&T MOBILITY LLC		19-01904	#287284651437 4/12 - 5/11/19	1,053.40	0.00	
				3,629.38		
9-01-25-240-000-237	POLICE Accreditation					
GUATRA GUARDIAN TRACKING, LLC		19-01737	#2019-0364 Annual Subscription	4,046.00	0.00	

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9-01-25-240-000-275	POLICE Traffic Maintenance					
RRRADAR R & R RADAR, INC.		19-01704	#19-50040 Repair & Certify	275.65	0.00	
	Extd Total: POLICE DEPARTMENT			15,685.86		
	Department Total: POLICE DEPARTMENT			15,685.86		
Department: FIRE DEPARTMENT						
Extd: FIRE DEPARTMENT						
9-01-25-265-000-201	FIRE DEPT. General Plant					
VERITIV	VERITIV OPERATING COMPANY	19-00130	Blanket PO not to exceed	410.56	0.00	B
BULLOC	BULLET LOCK & SAFE CO., INC.	19-01501	Emerg Repl/Repr security door	110.00	0.00	
ADPIMP	ADPRO IMPRINTS, INC.	19-01577	Inv 31739 dept shirts	764.00	0.00	
MERHEA	MERIDIAN OCCUPATIONAL HEALTH	19-01676	In #424422 new hire phys (JB)	639.00	0.00	
WESPES	WESTERN PEST SERVICES	19-01677	Inv #50255348 pest contr svc	99.00	0.00	
AIRUSA	AIRGAS USA, LLC	19-01768	Inv 9961371473 Medical 02	39.39	0.00	
HERCRY	HERITAGE-CRYSTAL CLEAN,LLC	19-01769	Inv 15644624 (Drum Mt truck by	416.00	0.00	
ATLLC	AT&T MOBILITY LLC	19-01773	#287284936037 4/12 - 5/11/19	110.41	0.00	
ATLLC	AT&T MOBILITY LLC	19-01904	#287284651437 4/12 - 5/11/19	779.72	0.00	
				3,368.08		
9-01-25-265-000-202	FIRE DEPT. Office Supplies					
WBMASON	W.B.MASON CO., INC.	19-01050	Order #S089331922 office suppl	28.27	0.00	
WBMASON	W.B.MASON CO., INC.	19-01741	OFFICE SUPPLIES	65.79	0.00	
				94.06		
9-01-25-265-000-203	FIRE DEPT. Motor Vehicle					
EASAUT	EASTERN AUTOPARTS WAREHOUSE	19-00310	Blanket PO not to exceed	328.63	0.00	B
COUNTY	COUNTY OF MONMOUTH	19-00540	Invoice: APFD 01-19-09	156.84	0.00	
ALLDIE	ALLIED DIESEL SERVICE, INC.	19-01427	Brake Assy	329.92	0.00	
NATPAR	NATIONAL PARTS SUPPLY, INC.	19-01452	INV #: 14-65452-2	44.10	0.00	
DEFEME	DEFENDER EMERGENCY PRODUCTS	19-01752	Inv 4721 tow Antique rig	200.00	0.00	
				1,059.49		
9-01-25-265-000-206	FIRE DEPT. Purchase of Equipment					
AIRGAS	AIR GAS TECHNOLOGIES, INC.	19-00832	Quote #: Q100549	199.00	0.00	
SHIINT	SHI INTERNATIONAL CORP	19-01338	Quote #: 16956358 BATTERIES	317.04	0.00	
TUROUT	TURN OUT FIRE & SAFETY, INC.	19-01616	New Hire Uniforms	1,744.85	0.00	
				2,260.89		
9-01-25-265-000-218	FIRE DEPT. Contract.Serv.					
REVGUA	REVENUE GUARD MEDICAL CLAIMS	19-01617	Invoice 43019 April 19 Fees	4,219.57	0.00	
VERIZON	VERIZON WIRELESS	19-01695	#342269861-00001 4/5 - 5/4/19	33.67	0.00	
				4,253.24		
9-01-25-265-000-298	FIRE DEPT. Special Operations					
AMEUNI	AMERICAN UNIFORM & SUPPLY	19-01597	Embroidery Estimate-05/08/2019	78.00	0.00	
	Extd Total: FIRE DEPARTMENT			11,113.76		
	Department Total: FIRE DEPARTMENT			11,113.76		

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Department: MUNICIPAL PROSECUTOR						
Extd: MUNICIPAL PROSECUTOR						
9-01-25-275-000-202	PROSECUTOR Fees					
JAMBUT JAMES N. BUTLER, JR.		19-01762	MAY 2019 FEES	5,200.00	0.00	
	Extd Total: MUNICIPAL PROSECUTOR			5,200.00		
	Department Total: MUNICIPAL PROSECUTOR			5,200.00		
	CAFR Total:			31,999.62		
Department: STREETS & ROADS MAINTENANCE						
Extd: STREETS & ROADS MAINTENANCE						
9-01-26-290-000-201	STREETS & ROAD	General Plant				
MONARCH MONARCH ELECTRIC COMPANY		19-00082	Electrical Equipment/Tools	107.37	0.00	B
THEHAR THE HARDWARE STORE		19-00128	Various Tools, Parts, etc	201.06	0.00	B
LIBER005 LIBERTY DOOR & AWNING		19-00586	Quote for Labor and Material	8,500.00	0.00	
FOSCOM FOSTER & COMPANY, INC.		19-01445	Truss HD, Various Blades, etc	387.67	0.00	
HOMDEP HOME DEPOT USA INC.		19-01528	3'x100' NJDOT Grade Silt Fence	269.58	0.00	
GRAING GRAINGER, INC.		19-01569	Air Regulator/Compressor	94.76	0.00	
TUNBAR TUNNEL BARREL & DRUM COMPANY		19-01606	Open Head Steel Drums, 30 GAL	950.00	0.00	
MAZMUL MAZZA MULCH, INC		19-01610	Dirt and Concrete XL	931.31	0.00	
ROBBIA ROBERT BIANCHINI		19-01660	Reservation Reimbursement	95.66	0.00	
STAVOLA STAVOLA ASPHALT COMPANY, INC.		19-01716	#139140 Hot Mixed Asphalt	116.06	0.00	
STAVOLA STAVOLA ASPHALT COMPANY, INC.		19-01857	#139772 Hot Mixed Asphalt 5/10	86.30	0.00	
				11,739.77		
9-01-26-290-000-203	STREETS & ROAD	Motor Vehicle				
EASAUT EASTERN AUTOPARTS WAREHOUSE		19-00891	Various Supplies, Parts, etc	214.63	0.00	B
AAAAAME A-AA-A AMERICAN MOBILE GLASS		19-01026	windshield and Adhesive	195.36	0.00	
FOSCOM FOSTER & COMPANY, INC.		19-01446	Krimp-N-Seals, Pins, etc	292.25	0.00	
EDWTIR EDWARDS TIRE CO., INC.		19-01451	Goodyear 106T BSW SL Tires	400.72	0.00	
LAWPRO LAWSON PRODUCTS, INC.		19-01492	Automotive Supplies & Tools	684.72	0.00	B
HERCRY HERITAGE-CRYSTAL CLEAN,LLC		19-01500	#15644421 Drum Mount, 30 Gal	416.00	0.00	
CHEVAL CHERRY VALLEY TRACTOR SALES		19-01536	Q# Q423590 Fuel Cap & Discount	43.54	0.00	
NORSWE NORTHEAST SWEEPERS & RENTALS,		19-01582	Quote #1377 Steer Cylinder	1,407.38	0.00	
SEAFOR SEA BREEZE FORD INC.		19-01634	Valve & Wheel Assembly - Trk12	444.34	0.00	
NORSWE NORTHEAST SWEEPERS & RENTALS,		19-01705	36" Gutter Broom and Delivery	2,700.00	0.00	
EASAUT EASTERN AUTOPARTS WAREHOUSE		19-01861	#40Iv003087 Comm Batt & Core	281.85	0.00	
				7,080.79		
9-01-26-290-000-210	STREETS & ROAD	Network Fleet				
NETWOR NETWORKFLEET, INC.		19-01826	#1765258 Monthly Bundled - May	3,518.00	0.00	
9-01-26-290-000-211	STREETS & ROAD	Traffic				
SHEWIL SHERWIN WILLIAMS		19-01380	Traffic Paint, Gloves, etc	891.61	0.00	
9-01-26-290-000-218	STREETS & ROAD	Contract.Serv.				
WATEAS WATERLOGIC AMERICAS LLC		19-00080	Service Agreement 32133	40.27	0.00	B
LORCO LORCO PETROLEUM SERVICES		19-01650	Used Oil & Antifreeze Removal	200.00	0.00	
OPTIMUM OPTIMUM		19-01668	Account No. 07866-183188-01-1	31.24	0.00	
VERIZON VERIZON WIRELESS		19-01695	#342269861-00001 4/5 - 5/4/19	134.65	0.00	
ATLLC AT&T MOBILITY LLC		19-01773	#287284936037 4/12 - 5/11/19	287.08	0.00	

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9-01-26-290-000-218	STREETS & ROAD	Contract.Serv.	Continued			
PRESPE	PREVENTION SPECIALISTS, INC.	19-01855	Post Accident BAT & Drug Test	107.00	0.00	
VERIZON	VERIZON WIRELESS	19-01899	#485430396-00001 4/26 - 5/25	475.66	0.00	
				1,275.90		
9-01-26-290-000-235	STREETS & ROAD	Shade Tree Commission				
CICFAR	CICCONI FARMS, INC.	19-00852	Various ESTC Purchases	483.95	0.00	B
EASCOAIR	EAST COAST IRRIGATION	19-01641	Irrigation System	1,300.00	0.00	
				1,783.95		
	Extd Total:	STREETS & ROADS MAINTENANCE		26,290.02		
	Department Total:	STREETS & ROADS MAINTENANCE		26,290.02		
Department: SOLID WASTE COLLECTION						
Extd: SOLID WASTE COLLECTION						
9-01-26-305-000-209	SOLID WASTE	Fees				
DELDEM	DELISA DEMOLITION, INC.	19-00705	Construction Debris Removal	6,052.46	0.00	B
TRECTY	TREASURER CTY OF MONMOUTH	19-01609	Reclamation Center	2,181.09	0.00	
DELDEM	DELISA DEMOLITION, INC.	19-01730	#160732 Trash Tipping Fees	34,267.74	0.00	
				42,501.29		
9-01-26-305-000-218	SOLID WASTE	Contract.Serv.				
DELDEM	DELISA DEMOLITION, INC.	19-01807	#16071 MAY SERVICES	270.00	0.00	
	Extd Total:	SOLID WASTE COLLECTION		42,771.29		
	Department Total:	SOLID WASTE COLLECTION		42,771.29		
Department: BUILDINGS & GROUNDS						
Extd: BUILDINGS & GROUNDS						
9-01-26-310-000-201	BUILDING & GND	General Plant				
CROCON	CROSSLIN CONTRACTOR SUPPLY CRP	19-01133	Ceiling Tiles and Beam Clips	675.00	0.00	
9-01-26-310-000-218	BUILDING & GND	Contract.Serv.				
AUTBUI	AUTOMATED BUILDING CONTROLS,	19-01847	#s25868 Service Call A/C Unit	260.00	0.00	
TERPES	THE TERMINIX INTERNATIONAL CO	19-01859	#385808318 Pest Control 5/06	160.00	0.00	
BELPLU	BELMAR PLUMBING & HEATING INC	19-01886	Labor and Material 5/23/19	347.49	0.00	
				767.49		
	Extd Total:	BUILDINGS & GROUNDS		1,442.49		
	Department Total:	BUILDINGS & GROUNDS		1,442.49		
	CAFR Total:			70,503.80		
Department: SOCIAL SERVICES:						
Extd: SOCIAL SERVICES:						
9-01-27-345-000-201	SOCIAL SERVICES	General Plant				
WBMASON	W.B.MASON CO., INC.	19-01426	Facial tissue, papertowels	45.38	0.00	
ORITRA	ORIENTAL TRADING CO., INC.	19-01428	day planners for clients	14.46	0.00	
MONARCH	MONARCH ELECTRIC COMPANY	19-01527	Installation hardware, fans	340.72	0.00	
NJTRNST	NJ TRANSIT CORP.%FINANCE DEPT.	19-01656	Bus and Train Passes	274.50	0.00	

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9-01-27-345-000-201	SOCIAL SERVICES General Plant		Continued			
VERIZON	VERIZON WIRELESS	19-01899	#485430396-00001 4/26 - 5/25	126.32	0.00	
				801.38		
9-01-27-345-000-299	SOCIAL SERVICES Misc.					
SHORT	SAKER SHOPRITE, INC.	19-01425	Food/water for clients	105.68	0.00	
	Extd Total: SOCIAL SERVICES:			907.06		
	Department Total: SOCIAL SERVICES:			907.06		
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
9-01-27-350-000-201	SENIOR CENTER General Plant					
ATLFIR	ATLANTIC SECURITY & FIRE, INC.	19-00621	Panel&SenorBatteryReplacement	95.00	0.00	
WBMASON	W.B.MASON CO., INC.	19-01555	MaintenSupplies,disfect,handsoa	64.07	0.00	
OPTIMUM	OPTIMUM	19-01777	Cable May Service	8.33	0.00	
ATLFIR	ATLANTIC SECURITY & FIRE, INC.	19-01778	Security Quarterly Service	98.85	0.00	
VERIZON	VERIZON WIRELESS	19-01899	#485430396-00001 4/26 - 5/25	84.08	0.00	
				350.33		
9-01-27-350-000-299	SENIOR CENTER Misc.					
STAPLE	STAPLES BUSINESS ADVANTAGE	19-01517	OfficSuplys,dry erase,tissues	84.47	0.00	
WBMASON	W.B.MASON CO., INC.	19-01615	Rec & Social Supplies	130.35	0.00	
NJEZ	NJ E-ZPASS VOIL.PROCESS.CENTER	19-01756	Replenish Acct# 2000 115879365	150.00	0.00	
WBMASON	W.B.MASON CO., INC.	19-01765	weekly Time Cards	33.50	0.00	
				398.32		
	Extd Total: SENIOR CENTER			748.65		
	Department Total: SENIOR CENTER			748.65		
	CAFR Total:			1,655.71		
Department: RECREATION SERVICES & PROGRAM						
Extd: RECREATION SERVICES & PROGRAM						
9-01-28-370-000-299	RECREATION Misc.					
1STIMP	1ST. IMPRESSIONS	19-00836	plaque for aphs female wrestle	77.90	0.00	
CRAPRI	CRAFTMASTER PRINTING, INC.	19-01325	table throw	130.00	0.00	
SANDS	S&S WORLDWIDE INC.	19-01682	summer camp supplies	4,145.96	0.00	
OTTINS	OTTERSTEDT INS. AGENCY, INC.	19-01696	accident insurance	4,580.00	0.00	
LEEFLO	LEESHA FLOYD	19-01714	reimbursment for family fun bq	20.32	0.00	
ATLLC	AT&T MOBILITY LLC	19-01761	#287286595693 4/12 - 5/11/19	54.56	0.00	
PERTRO	PERRY'S TROPHY COMPANY, INC.	19-01810	plaque	97.00	0.00	
VERIZON	VERIZON WIRELESS	19-01899	#485430396-00001 4/26 - 5/25	38.01	0.00	
				9,143.75		
	Extd Total: RECREATION SERVICES & PROGRAM			9,143.75		
	Department Total: RECREATION SERVICES & PROGRAM			9,143.75		
	CAFR Total:			9,143.75		

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Department: LIGHTING						
Extd: LIGHT, HEAT & POWER						
9-01-31-435-435-299 LIGHT, HEAT & POWER Misc.						
NJNATU	N.J. NATURAL GAS CO.	19-01808	#07-3132-1100-1Y 4/15 - 5/14	3,244.22	0.00	
JCPL	JCPL	19-01809	#100 103 461 107 4/24 - 5/23	7,358.84	0.00	
JCPL	JCPL	19-01903	#100 098 956 236 4/24 - 5/23	772.97	0.00	
				11,376.03		
Extd Total: LIGHT, HEAT & POWER				11,376.03		
Extd: STREET&TRAFFIC LIGHTING						
9-01-31-435-436-299 STREET&TRAFFIC LIGHTING Misc.						
JCPL	JCPL	19-01763	#100 013 520 273 4/19 - 5/20	16,864.35	0.00	
JCPL	JCPL	19-01809	#100 103 461 107 4/24 - 5/23	2,419.11	0.00	
JCPL	JCPL	19-01881	#100 104 509 821 4/26 - 5/24	233.52	0.00	
JCPL	JCPL	19-01903	#100 098 956 236 4/24 - 5/23	1,621.69	0.00	
				21,138.67		
Extd Total: STREET&TRAFFIC LIGHTING				21,138.67		
Department Total: LIGHTING				32,514.70		
Department: GASOLINE						
Extd: GASOLINE						
9-01-31-460-000-299 GASOLINE Misc.						
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	19-01148	Unleaded and Diesel Fuel	2,320.34	0.00	B
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	19-01608	Unleaded RFG Gasoline	9,481.92	0.00	
				11,802.26		
Extd Total: GASOLINE				11,802.26		
Department Total: GASOLINE				11,802.26		
CAFR Total:				44,316.96		
Department: MUNICIPAL COURT						
Extd: MUNICIPAL COURT						
9-01-43-490-000-201 MUNIC COURT General Plant						
TRABER	TRACY BERMES	19-01662	3/7,14,21,28 4/4,11 5/2,9	289.53	0.00	
MUNREC	MUNICIPAL RECORD SERVICE	19-01681	Special form complaints	757.00	0.00	
				1,046.53		
9-01-43-490-000-202 MUNIC COURT Office Supplies						
WBMASON	W.B.MASON CO., INC.	19-01741	OFFICE SUPPLIES	131.58	0.00	
9-01-43-490-000-245 MUNIC COURT Interpreter						
BEACRA	BEATRIZ C. CRANEY	19-01643	interpreter 5/3/19	230.00	0.00	
BEACRA	BEATRIZ C. CRANEY	19-01711	interpreter 5/10/19	175.00	0.00	

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9-01-43-490-000-245 BEACRA BEATRIZ C. CRANEY	MUNIC COURT Interpreter 19-01725 interpreter 12/28/18		Continued	120.00 525.00	0.00	
	Extd Total: MUNICIPAL COURT			1,703.11		
	Department Total: MUNICIPAL COURT			1,703.11		
Department: PUBLIC DEFENDER						
Extd: PUBLIC DEFENDER						
9-01-43-495-000-021 RONTRO RONALD J. TROPOLI	Fees 19-01774 MAY 2019 SERVICES RENDERED			3,000.00	0.00	
	Extd Total: PUBLIC DEFENDER			3,000.00		
	Department Total: PUBLIC DEFENDER			3,000.00		
	CAFR Total:			4,703.11		
Department: DEFERRED CHARGES						
9-01-46-870-880-297 ANSZAR ANSELL, GRIMM & AARON, P.C.	P/Y BILLS 19-01653 Invoice 250275 Asbury Lanes			248.76	0.00	
ANSZAR ANSELL, GRIMM & AARON, P.C.	19-01654 Invoice 256455 Asbury Lanes			577.50	0.00	
ANSZAR ANSELL, GRIMM & AARON, P.C.	19-01655 Invoice 29738 PY Bill			16.00	0.00	
				842.26		
	Extd Total:			842.26		
	Department Total: DEFERRED CHARGES			842.26		
	CAFR Total:			842.26		
CAFR: CURRENT FUND NON BUDGET ACCTS:						
Department: TAXES PAYABLE:						
Extd: TAXES PAYABLE:						
9-01-55-001-000-001 ASBBOA ASBURY PARK BOARD OF EDUCATION	School Taxes Payable 19-01801 School Tax June 2019			616,620.00	0.00	
9-01-55-001-000-007 WELLFAR WELLS FARGO REAL ESTATE TAX	TAX OVERPAYMENTS 19-01469 Refund B3903 L1.0406 C0006			215.16	0.00	
9-01-55-001-000-011 TMASSO T & M ASSOCIATES	ACCOUNTS PAYABLE 17-01768 Resolution 2017-91 LSRP Serv.			227.01	0.00	B
	Extd Total: TAXES PAYABLE:			617,062.17		
	Department Total: TAXES PAYABLE:			617,062.17		
	CAFR Total: CURRENT FUND NON BUDGET ACCTS:			617,062.17		
	Fund Total: CURRENT			817,844.01		
Fund: BEACH						
Department: BEACH UTILITY O/E: OTHER EXPENSES:						
Extd: BEACH UTILITY O/E: OTHER EXPENSES:						
9-05-55-502-000-201 THEHAR THE HARDWARE STORE	BEACH UTILITY O/E: General Plant 19-00611 Various Supplies, Tools, etc			5.79	0.00	B

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
9-05-55-502-000-201	BEACH UTILITY O/E: General Plant		Continued			
GRAING GRAINGER, INC.	19-01028	Pre-Rinse Spray Unit, 1/2 NPT	126.63	0.00		
GRAING GRAINGER, INC.	19-01087	Speakman Facuet #6MPF5	139.41	0.00		
SCREE005 SCREEN STYLES, LLC	19-01132	Lifeguard Safety Gear for 2019	1,425.00	0.00		
GRAING GRAINGER, INC.	19-01151	Flush Valve and Repair Kit	219.76	0.00		
VERITIV VERITIV OPERATING COMPANY	19-01361	Blanket not to exceed 2,000	215.53	0.00		B
STAPLE STAPLES BUSINESS ADVANTAGE	19-01565	Various Office Supplies	283.80	0.00		
GRAING GRAINGER, INC.	19-01566	24"x48" Sheet Stck, #1ZBA3	64.12	0.00		
BELPAI BELMAR DISCOUNT PAINT	19-01583	Beach Bathroom Paint Project	207.67	0.00		
THEHAR THE HARDWARE STORE	19-01649	Various Supplies, Tools, etc	246.61	0.00		B
JAEUM JAEGER LUMBER & SUPPLY CO. INC	19-01661	#1 SYP & #2 SYP Lumber	1,137.04	0.00		
BELPAI BELMAR DISCOUNT PAINT	19-01669	Flat white Industrial Enamel	399.90	0.00		
SHEWIL SHERWIN WILLIAMS	19-01671	RAC 5 Tip Extension, 10 Inch	39.95	0.00		
SHEWIL SHERWIN WILLIAMS	19-01673	Airless Spray, Rllr Cover, etc	93.40	0.00		
TUNBAR TUNNEL BARREL & DRUM COMPANY	19-01679	55-Gallon Open Head Steel Drum	960.00	0.00		
ACCESS ACCESSREC, LLC	19-01726	Accesslink - Single, GalvSteel	1,082.38	0.00		
OPTIMUM OPTIMUM	19-01827	Account No. 07866-197754-01-4	159.60	0.00		
MONARCH MONARCH ELECTRIC COMPANY	19-01833	Remote Cap, Lamp, Cap, etc	169.18	0.00		
VERIZON VERIZON WIRELESS	19-01899	#485430396-00001 4/26 - 5/25	84.08	0.00		
			7,059.85			
9-05-55-502-000-211	BEACH UTILITY O/E: Light & Power					
JCPL JCPL	19-01763	#100 013 520 273 4/19 - 5/20	221.82	0.00		
	Extd Total:	BEACH UTILITY O/E: OTHER EXPENSES:	7,281.67			
	Department Total:	BEACH UTILITY O/E: OTHER EXPENSES:	7,281.67			
	CAFR Total:		7,281.67			
	Fund Total:	BEACH	7,281.67			
Fund:	PARKING UTILITY: BUDGET:					
Department:	PARKING UTILITY O/E: OTHER EXPENSES:					
Extd:	PARKING UTILITY O/E: OTHER EXPENSES:					
9-06-55-502-000-201	PARKING UTILITY O/E: General Plant					
STRMOT STRAUB MOTORS, INC.	19-01506	#Q3426 GEM Cars(3) Battery(18)	6,157.58	0.00		
INFOR005 INFORMS, INC.	19-01549	PATS Tickets (50 Rolls)	362.50	0.00		
TRALIN TRAFFIC LINES, INC.	19-01629	#19215 Striping April 2019	12,874.10	0.00		
CRAPRI CRAFTMASTER PRINTING, INC.	19-01691	#10820 Sandwich Board - Garage	237.00	0.00		
ASBPAK ASBURY PARK PRESS	19-01744	#0003560155 RFP Legal Notice	85.88	0.00		
OPTIMUM OPTIMUM	19-01789	#07866-196915-01-3 May 2019	128.05	0.00		
LUKER005 LUKE RUDOWSKY	19-01792	Reimbursement for Resident Tow	333.98	0.00		
ATTMOB AT&T MOBILITY	19-01894	#287260245452 May 2019	232.44	0.00		
			20,411.53			
	Extd Total:	PARKING UTILITY O/E: OTHER EXPENSES:	20,411.53			
	Department Total:	PARKING UTILITY O/E: OTHER EXPENSES:	20,411.53			
	CAFR Total:		20,411.53			
	Fund Total:	PARKING UTILITY: BUDGET:	20,411.53			

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund: SEWER UTILITY: BUDGET:						
Department: SEWER UTILITY O/E: OTHER EXPENSES:						
Extd: SEWER UTILITY O/E: OTHER EXPENSES:						
9-07-55-502-000-201	SEWER UTILITY O/E: General Plant					
SHOIND	SHORE INDUSTRIAL SUPPLY	19-00239	Various Supplies, Parts, etc	7.33	0.00	B
PILELE	PILOT ELECTRIC COMPANY, INC.	19-01164	Gorman Rupp Sewage Pump, B2	2,778.00	0.00	
USABLU	USA BLUEBOOK	19-01356	Various supplies	301.95	0.00	B
GRAING	GRAINGER, INC.	19-01568	Cordless Impact Wrench Kit	281.30	0.00	
RUDPRO	RUDCO PRODUCTS, LLC	19-01706	RUDCO Ratchet Binder #P19-058	172.87	0.00	
ATLLC	AT&T MOBILITY LLC	19-01773	#287284936037 4/12 - 5/11/19	114.29	0.00	
VERIZON	VERIZON WIRELESS	19-01899	#485430396-00001 4/26 - 5/25	84.08	0.00	
				3,739.82		
9-07-55-502-000-211	SEWER UTILITY O/E: Light & Power					
NJNATU	N.J. NATURAL GAS CO.	19-01808	#07-3132-1100-1Y 4/15 - 5/14	2,897.63	0.00	
JCPL	JCPL	19-01903	#100 098 956 236 4/24 - 5/23	64,550.64	0.00	
				67,448.27		
9-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
BRWELD	BR WELDING, INC.	19-00838	RBC Media Module Support Rings	2,310.00	0.00	
MUNMAI	MUNICIPAL MAINTENANCE CO.	19-01221	Supply & Install	1,670.00	0.00	
WATSPR	WATCHUNG SPRING WATER CO.,INC.	19-01717	#9448729 Cook & Cold Cooler	16.15	0.00	
RAPPUM	RAPID PUMP & METER SERVICE	19-01722	#RSR158284 Service Call	771.20	0.00	
OPTIMUM	OPTIMUM	19-01832	Account No. 07866-152521-04-4	100.55	0.00	
TREDEP	TREASURER-STATE NJ - NJDEP	19-01853	Stormwater Discharge Permit	4,050.00	0.00	
TREDEP	TREASURER-STATE NJ - NJDEP	19-01887	Surface Water Renewal Permit	44,572.46	0.00	
				53,490.36		
9-07-55-502-000-220	SEWER UTILITY O/E: Accounting					
AMEWAT	AMERICAN WATER	19-01754	usage data 4000168337 05/2/19	389.18	0.00	
9-07-55-502-000-224	SEWER UTILITY O/E: Sludge Removal					
PASVAL	PASSAIC VALLEY SEWERAGE COM.	19-01651	#516271 Sludge Disposal	10,353.00	0.00	
RUSREI	RUSSELL REID WASTE HAULING &	19-01719	Sludge Transportation	10,021.50	0.00	
				20,374.50		
9-07-55-502-000-231	SEWER UTILITY O/E: Lab Supplies					
GARDSTA	GARDEN STATE LABORATORIES, INC.	19-01548	Influent/Effluent, etc	2,330.00	0.00	
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			147,772.13		
	Department Total: SEWER UTILITY O/E: OTHER EXPENSES:			147,772.13		
	CAFR Total:			147,772.13		
	Fund Total: SEWER UTILITY: BUDGET:			147,772.13		
	Year Total:			993,309.34		
Fund:	GENERAL CAPITAL FUND BUDGET:					
Extd:	2016-40/Var.Communications System Imp.					
C-04-55-998-168-001	2016-40/Var.Communications Imp.					
MOTALL	MOTOROLA C/O ALLCOMM TECH.	19-00885	THREE APX 8000 PORTABLE QUAD	21,280.80	0.00	
	Extd Total: 2016-40/Var.Communications System Imp.			21,280.80		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Extd: Various Road Improv. 2017-30						
C-04-55-998-170-001	Var. Road Improv. Section 20 2017-30					
TMASSO	T & M ASSOCIATES	17-03316	LAF329167 Heck St.Improv.	13,314.86	0.00	B
C-04-55-998-170-002	Various Road Improv. (Heck St.) 2017-30					
LUCBRO	LUCUS BROTHERS,INC.	18-02666	Ord. 2017-30 Heck St.	2,312.09	0.00	B
Extd Total: Various Road Improv. 2017-30				15,626.95		
Extd: Ord. 2018-4 Var. Capital Improvements						
C-04-55-998-172-014	Admin general plant					
WBMASON	W.B.MASON CO., INC.	19-01056	Office Chairs	570.62	0.00	
C-04-55-998-172-016	Road Repaving					
LUCBRO	LUCUS BROTHERS,INC.	18-02667	Ord. 2017-36 Bridge St.	198,584.25	0.00	B
C-04-55-998-172-017	Section 20 Costs					
TMASSO	T & M ASSOCIATES	18-01203	Bridge Street Improvements	15,010.73	0.00	B
Extd Total: Ord. 2018-4 Var. Capital Improvements				214,165.60		
C-04-55-998-173-01	Section 20 Costs					
TMASSO	T & M ASSOCIATES	18-01473	Deal Lake Improvements	2,542.25	0.00	B
Extd Total:				2,542.25		
Extd: Ord. 2018-32 Acquisition of Var. Items						
C-04-55-998-174-001	Fire Equipment					
BAUCOM	BAUER COMPRESSOR, INC.	18-03230	CONTRACT PRICING #EE08-17	18,347.00	0.00	
Extd Total: Ord. 2018-32 Acquisition of Var. Items				18,347.00		
Extd: Ord. 2018-48 Repair to RBC's						
C-04-55-998-175-002	Repairs to RBC's					
BRWELD	BR WELDING, INC.	18-04076	RBC Media Module Support Rings	63,315.00	0.00	
BRWELD	BR WELDING, INC.	19-00838	RBC Media Module Support Rings	5,685.00	0.00	
				69,000.00		
Extd Total: Ord. 2018-48 Repair to RBC's				69,000.00		
Extd: 2019 Ord. 2019-9 Var. Capital Improv.						
C-04-55-998-177-005	Software Planning, Building & Code					
VERIZON	VERIZON WIRELESS	19-01695	#342269861-00001 4/5 - 5/4/19	2,939.86	0.00	
C-04-55-998-177-011	Administration IT					
DELCOM	DELL MARKETING L.P.	19-01318	Res#2019-137 Dell Computers	14,339.87	0.00	
SHIINT	SHI INTERNATIONAL CORP	19-01449	Q#17039754 Communications PC	2,102.09	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
C-04-55-998-177-011 SHIINT SHI INTERNATIONAL CORP	Administration IT Continued	19-01758	Q#17166776 USB Accessories	305.25 16,747.21	0.00	
	Extd Total: 2019 Ord. 2019-9 Var. Capital Improv.			19,687.07		
	Department Total:			360,649.67		
	CAFR Total:			360,649.67		
	Fund Total: GENERAL CAPITAL FUND BUDGET:			360,649.67		
Fund:	SEWER CAPITAL FUND BUDGET:					
Extd:	Ord. 2019-13 Acquisition of RBC's					
C-08-55-529-019-001 BRWELD BR WELDING, INC.	Acquisition of RBC's	19-01488	RBC Fiberglass Rods	18,220.36	0.00	
	Extd Total: Ord. 2019-13 Acquisition of RBC's			18,220.36		
	Department Total:			18,220.36		
	CAFR Total:			18,220.36		
	Fund Total: SEWER CAPITAL FUND BUDGET:			18,220.36		
	Year Total:			378,870.03		
Fund:	GRANT FUND BUDGET:					
G-02-43-871-015-209 SUBCON SUBURBAN CONSULTING ENGINEERS,	MONMOUTH CONSERVATORY - SPRINGWOOD PARK 19-01799 Invoice 37908 SWP			915.00	0.00	
	Extd Total:			915.00		
G-02-43-871-016-211 ADPIMP ADPRO IMPRINTS, INC.	Clean Communities 2016 19-01678 Pullover Hood & Adult T-Shirt			160.25	0.00	
ADPIMP ADPRO IMPRINTS, INC.	19-01734 Ultra Cotton Adult T-Shirts			178.80	0.00	
YVOADA YVONNE ADAMS	19-01885 Clean Communities Conference			200.52	0.00	
				539.57		
G-02-43-871-016-218 BRORED BROWNFIELD REDEVELOPMENT	Brownfields Petroleum Assessment 19-01531 Drawdown #23 Brownfield Grants			7,443.37	0.00	
	Extd Total:			7,982.94		
	Department Total:			8,897.94		
G-02-43-873-017-200 BRORED BROWNFIELD REDEVELOPMENT	Brownfields Assessment Grant 19-01531 Drawdown #23 Brownfield Grants			784.38	0.00	
	Extd Total:			784.38		
	Department Total:			784.38		
G-02-43-886-018-200 HOMDRU HOME DRUG PHARMACY	2018 Mental Health Grant 18-03517 Medication Assistance clients			33.00	0.00	B
	Extd Total:			33.00		
	Department Total:			33.00		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
G-02-43-907-019-200	Mental Health Grant					
VISNUR	VISITING NURSES ASSN. OF CENTR	19-00240	VNA Annual Contract Nursing	4,166.66	0.00	B
	Extd Total:			4,166.66		
	Department Total:			4,166.66		
G-02-43-908-019-200	Senior Center Grant					
SPRCON	SPRINGWOOD CENTER CONDOMINIUM	19-01560	2nd Quarter Condo Assoc. Fees	7,497.75	0.00	
	Extd Total:			7,497.75		
	Department Total:			7,497.75		
	CAFR Total:			21,379.73		
	Fund Total: GRANT FUND BUDGET:			21,379.73		
	Year Total:			21,379.73		
Fund:	COMMUNITY DEVELOPMENT BLK GRANT BUDGET:					
Extd:	2018 CDBG Allotment					
T-17-75-850-850-001	Administration					
ASBPAK	ASBURY PARK PRESS	19-01828	Public hearing notice	80.12	0.00	
T-17-75-850-850-008	Homelessness Prevention/Relocation					
JCP	JCP&L	19-01877	100 128 918 925	300.00	0.00	
	Extd Total: 2018 CDBG Allotment			380.12		
	Department Total:			380.12		
	CAFR Total:			380.12		
	Fund Total: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:			380.12		
Fund:	TRUST OTHER					
T-20-56-850-851-801	Reserve for Public Defender					
RICKEI	RICHARD M. KEIL	19-01817	conflict public def 5/30/19	125.00	0.00	
	Extd Total:			125.00		
T-20-56-850-878-801	Reserve for Recreation					
MADASB	MADISON ASBURY DRY	18-01872	summer camp activity	1,320.00	0.00	B
	Extd Total:			1,320.00		
T-20-56-850-935-310	UMBRELLAS&BEACH CHAIRS CONC.(PIMCO,LLC)					
ANSZAR	ANSELL,GRIMM & AARON, P.C.	19-01760	SERVICES RENDERED THRU APR-19	208.00	0.00	
T-20-56-850-935-311	AP PEDAL BOATS CONC.(SUNSHINE PROD.,LLC)					
ANSZAR	ANSELL,GRIMM & AARON, P.C.	19-01760	SERVICES RENDERED THRU APR-19	192.00	0.00	

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T-20-56-850-935-313	SURF LESSONS CONC.(SUMMERTIME SURF,LLC)					
ANSZAR	ANSELL,GRIMM & AARON, P.C.	19-01760	SERVICES RENDERED THRU APR-19	144.00	0.00	
	Extd Total:			544.00		
	Department Total:			1,989.00		
	CAFR Total:			1,989.00		
	Fund Total: TRUST OTHER			1,989.00		
Fund:	PLANNING & ZONING ESCROW FUND BUDGET:					
CAFR:	PLANNING & ZONING ESCROW FUND BUDGET:					
T-21-00-106-000-299	910 4th Ave (GECC Ltd., FLP)					
CLACAN	CLARKE CATON HINTZ PC	19-01743	CCH invoices March 2019 PB	446.38	0.00	
	Extd Total:			446.38		
	Department Total:			446.38		
Department: PUBLIC ASST						
T-21-00-345-000-299	RENAISSANCE VILLAGE(MICHAELS DEVELOPMNT)					
TMASSO	T & M ASSOCIATES	19-01740	LAF366426 Renaissance village	1,796.25	0.00	
	Extd Total:			1,796.25		
	Department Total: PUBLIC ASST			1,796.25		
T-21-00-358-000-299	ISTAR-SUMMER EXPERIENCE(ISTAR FINANCIAL)					
CLACAN	CLARKE CATON HINTZ PC	19-01747	CCH ZB/PB INVOICES THRU 5/2019	935.00	0.00	
	Extd Total:			935.00		
	Department Total:			935.00		
T-21-00-411-000-299	406 DEAL LAKE DRIVE(406 DEAL LAKE,LLC)					
CLACAN	CLARKE CATON HINTZ PC	19-01747	CCH ZB/PB INVOICES THRU 5/2019	220.00	0.00	
	Extd Total:			220.00		
	Department Total:			220.00		
T-21-00-412-000-299	527 BANGS AVENUE(LINUS HOLDINGS CORP)					
STSHOR	ST SHORTHAND REPORTING SERVICE	19-01742	St.shorthand bulk PB/ZB Inv.	62.50	0.00	
	Extd Total:			62.50		
	Department Total:			62.50		
T-21-00-431-000-299	1206 COMSTOCK STREET (SARA NORDSTROM)					
CLACAN	CLARKE CATON HINTZ PC	19-01747	CCH ZB/PB INVOICES THRU 5/2019	1,074.87	0.00	
	Extd Total:			1,074.87		
	Department Total:			1,074.87		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-438-000-299	534 PROSPECT AVENUE(JONATHAN BLATT)					
STSHOR	ST SHORTHAND REPORTING SERVICE	19-01742	St.Shorthand bulk PB/ZB Inv.	83.33	0.00	
	Extd Total:			83.33		
	Department Total:			83.33		
T-21-00-441-000-299	1201 MONROE/1500 SEWALL(BOYS&GIRLS CLUB)					
STSHOR	ST SHORTHAND REPORTING SERVICE	19-01742	St.Shorthand bulk PB/ZB Inv.	125.00	0.00	
CLACAN	CLARKE CATON HINTZ PC	19-01747	CCH ZB/PB INVOICES THRU 5/2019	170.74	0.00	
				295.74		
	Extd Total:			295.74		
	Department Total:			295.74		
T-21-00-442-000-299	1400 MATTISON AVENUE(CLEARVIEW EQUITIES)					
CLACAN	CLARKE CATON HINTZ PC	19-01680	cch zba Invoice #74912	121.02	0.00	
STSHOR	ST SHORTHAND REPORTING SERVICE	19-01742	St.Shorthand bulk PB/ZB Inv.	175.00	0.00	
				296.02		
	Extd Total:			296.02		
	Department Total:			296.02		
T-21-00-444-000-299	550 COOKMAN AVE(ABG LIQOUR HOLDINGS,LLC)					
STSHOR	ST SHORTHAND REPORTING SERVICE	19-01742	St.Shorthand bulk PB/ZB Inv.	62.50	0.00	
CLACAN	CLARKE CATON HINTZ PC	19-01747	CCH ZB/PB INVOICES THRU 5/2019	150.00	0.00	
				212.50		
	Extd Total:			212.50		
	Department Total:			212.50		
T-21-00-452-000-299	1000 GRAND AVE(VALLARIO PROPERTIES, LLC)					
CLACAN	CLARKE CATON HINTZ PC	19-01708	ZBA CCH March 2019 invoices	533.86	0.00	
STSHOR	ST SHORTHAND REPORTING SERVICE	19-01742	St.Shorthand bulk PB/ZB Inv.	175.00	0.00	
CLACAN	CLARKE CATON HINTZ PC	19-01747	CCH ZB/PB INVOICES THRU 5/2019	1,003.88	0.00	
				1,712.74		
	Extd Total:			1,712.74		
	Department Total:			1,712.74		
T-21-00-455-000-299	300-302 1ST AVENUE(ADVANCED DEVELOPMENT)					
STSHOR	ST SHORTHAND REPORTING SERVICE	19-01742	St.Shorthand bulk PB/ZB Inv.	125.00	0.00	
	Extd Total:			125.00		
	Department Total:			125.00		
T-21-00-458-000-299	510 5TH AVENUE(510 5TH AVENUE, LLC)					
STSHOR	ST SHORTHAND REPORTING SERVICE	19-01742	St.Shorthand bulk PB/ZB Inv.	50.00	0.00	
	Extd Total:			50.00		
	Department Total:			50.00		

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T-21-00-459-000-299	725 MATTISON AVENUE(725 MATTISON, LLC)					
CLACAN CLARKE CATON HINTZ PC	19-01747 CCH ZB/PB INVOICES THRU 5/2019			318.23	0.00	
	Extd Total:			318.23		
	Department Total:			318.23		
T-21-00-461-000-299	1201 MEMORIAL DRIVE(JEMAL'S BRAVERMAN)					
CLACAN CLARKE CATON HINTZ PC	19-01708 ZBA CCH March 2019 invoices			27.50	0.00	
	Extd Total:			27.50		
	Department Total:			27.50		
T-21-00-465-000-299	1112-1114 MAIN STREET(RBAR AP, LLC)					
STSHOR ST SHORTHAND REPORTING SERVICE	19-01742 St.Shorthand bulk PB/ZB Inv.			125.00	0.00	
CLACAN CLARKE CATON HINTZ PC	19-01743 CCH invoices March 2019 PB			2,353.31	0.00	
CLACAN CLARKE CATON HINTZ PC	19-01747 CCH ZB/PB INVOICES THRU 5/2019			84.16	0.00	
				<u>2,562.47</u>		
	Extd Total:			2,562.47		
	Department Total:			2,562.47		
T-21-00-467-000-299	910 COOKMAN AVENUE(900 COOKMAN, LLC)					
CLACAN CLARKE CATON HINTZ PC	19-01712 CCH ZBA invoice 74920			1,672.91	0.00	
	Extd Total:			1,672.91		
	Department Total:			1,672.91		
T-21-00-468-000-299	722-724 COOKMAN(C&C COOKMAN DEVELOPMENT)					
STSHOR ST SHORTHAND REPORTING SERVICE	19-01742 St.Shorthand bulk PB/ZB Inv.			62.50	0.00	
CLACAN CLARKE CATON HINTZ PC	19-01747 CCH ZB/PB INVOICES THRU 5/2019			538.92	0.00	
				<u>601.42</u>		
	Extd Total:			601.42		
	Department Total:			601.42		
Department: PERS						
T-21-00-471-000-299	ASBURY PARK BEACH CLUB(ASBURY PARTNERS)					
CLACAN CLARKE CATON HINTZ PC	19-01747 CCH ZB/PB INVOICES THRU 5/2019			220.00	0.00	
	Extd Total:			220.00		
	Department Total: PERS			220.00		
Department: SOCIAL SECURIT						
T-21-00-472-000-299	147 BORDEN(INTERFIATH NEIGHBORS)					
CLACAN CLARKE CATON HINTZ PC	19-01708 ZBA CCH March 2019 invoices			836.65	0.00	
CLACAN CLARKE CATON HINTZ PC	19-01747 CCH ZB/PB INVOICES THRU 5/2019			207.67	0.00	
				<u>1,044.32</u>		
	Extd Total:			1,044.32		
	Department Total: SOCIAL SECURIT			1,044.32		

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June 6, 2019
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CITY OF ASBURY PARK
Bill List By Budget Account

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-477-000-299	300 6TH AVENUE (300 6TH AVENUE,LLC)					
CLACAN CLARKE CATON HINTZ PC	19-01747 CCH ZB/PB INVOICES THRU 5/2019			1,210.00	0.00	
	Extd Total:			1,210.00		
	Department Total:			1,210.00		
T-21-00-478-000-299	407-409 SEWALL AVE.(407 SEWALL AVE.,LLC)					
CLACAN CLARKE CATON HINTZ PC	19-01747 CCH ZB/PB INVOICES THRU 5/2019			605.00	0.00	
	Extd Total:			605.00		
	Department Total:			605.00		
	CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET:			15,572.18		
	Fund Total: PLANNING & ZONING ESCROW FUND BUDGET:			15,572.18		
Fund:	HOWELL/ASBURY PARK RCA BUDGET:					
T-38-56-850-850-802	HOWELL/ASBURY PARK RCA - Miscellaneous					
MICHA005 MICHAEL SCHWARTZ & ANPE CORP.	19-01267 RCA Blanket Not To Exceed			18,980.00	0.00	B
MONCLE MONMOUTH COUNTY CLERK	19-01895 Invoice 22199928			32.00	0.00	
THECOA THE NEW COASTER, LLC	19-01896 Legal Notice - RCA Bid			35.48	0.00	
				<u>19,047.48</u>		
	Extd Total:			19,047.48		
	Department Total:			19,047.48		
	CAFR Total:			19,047.48		
	Fund Total: HOWELL/ASBURY PARK RCA BUDGET:			19,047.48		
Fund:	MADISON-ASBURY RETAIL, LLC FUND BUDGET:					
CAFR:	MADISON-ASBURY RETAIL, LLC FUND BUDGET:					
T-39-00-850-000-299	MADISON-ASBURY RETAIL - Miscellaneous					
ANSZAR ANSELL,GRIMM & AARON, P.C.	19-01746 MADISON MARQUETTE REDEVELOPMNT			437.50	0.00	
	Extd Total:			437.50		
	Department Total:			437.50		
	CAFR Total: MADISON-ASBURY RETAIL, LLC FUND BUDGET:			437.50		
	Fund Total: MADISON-ASBURY RETAIL, LLC FUND BUDGET:			437.50		
Fund:	ISTAR-2 ESCROW FUND:					
T-42-56-850-850-802	ISTAR-2 ESCROW - Miscellaneous					
MARFAL MARAZITI FALCON, LLP	19-01639 SERVICES RENDERED THRU MAR-APR			2,121.50	0.00	
MCMSO MCMANIMON,SCOTLAND&BAUMANN,LLC	19-01642 SERVICES RENDERED 2018-2019			<u>11,017.90</u>	0.00	
				13,139.40		
	Extd Total:			13,139.40		
	Department Total:			13,139.40		
	CAFR Total:			13,139.40		
	Fund Total: ISTAR-2 ESCROW FUND:			13,139.40		

Attachment: Bill list 6-12-19 (2019-209 : Payment of Bills)

June 6, 2019
10:36 AM

CITY OF ASBURY PARK
Bill List By Budget Account

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund: CITY OF ASBURY PARK REDEVELOPMENT ESCROW						
T-48-56-850-000-810	308 MAIN STREET(VAYAS CONSTRUCTION, LLC)					
ANSZAR	ANSELL,GRIMM & AARON, P.C.	19-01760	SERVICES RENDERED THRU APR-19	240.00	0.00	
T-48-56-850-000-812	1001 1ST AVENUE(ASBURY HOLDING, LLC)					
MARFAL	MARAZITI FALCON, LLP	19-01759	#39615: 1001 1ST AVENUE ESCROW	65.00	0.00	
MARFAL	MARAZITI FALCON, LLP	19-01898	Invoice 38593 1001 First Ave.	110.00	0.00	
				175.00		
T-48-56-850-000-813	TURF PLAN AMENDMENT(INTERFAITH NEIGHBOR)					
ANSZAR	ANSELL,GRIMM & AARON, P.C.	19-01760	SERVICES RENDERED THRU APR-19	400.00	0.00	
MARFAL	MARAZITI FALCON, LLP	19-01893	Invoice 37995 Interfaith Red.	210.00	0.00	
				610.00		
T-48-56-850-000-816	545 LAKE AVE(545 LAKE URBAN RENEWAL,LLC)					
STSHOR	ST SHORTHAND REPORTING SERVICE	19-01742	St.Shorthand bulk PB/ZB Inv.	62.50	0.00	
T-48-56-850-000-818	215 1ST AVE(REGIONAL DEVELOPMENT GROUP)					
MCMSO	MCMANIMON,SCOTLAND&BAUMANN,LLC	19-01591	SERVICES RENDERED THRU MAR-19	1,885.00	0.00	
T-48-56-850-000-821	301 EIGHTH AVE(301 EIGHTH AVE CONDO ASS)					
ANSZAR	ANSELL,GRIMM & AARON, P.C.	19-01760	SERVICES RENDERED THRU APR-19	272.00	0.00	
T-48-56-850-000-823	1322 SPRINGWOOD(SPRINGWOOD COMMONS, LLC)					
ANSZAR	ANSELL,GRIMM & AARON, P.C.	19-01760	SERVICES RENDERED THRU APR-19	336.00	0.00	
Extd Total:				3,580.50		
Department Total:				3,580.50		
CAFR Total:				3,580.50		
Fund Total: CITY OF ASBURY PARK REDEVELOPMENT ESCROW				3,580.50		
Year Total:				54,146.18		
Total Charged Lines: 488 Total List Amount: 1,456,113.32 Total Void Amount: 0.00						

Attachment: Bill list 6-12-19 (2019-209 : Payment of Bills)

Totals by Year-Fund							
Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
CURRENT	8-01	8,408.04	0.00	8,408.04	0.00	0.00	8,408.04
CURRENT	9-01	817,844.01	0.00	817,844.01	0.00	0.00	817,844.01
BEACH	9-05	7,281.67	0.00	7,281.67	0.00	0.00	7,281.67
PARKING UTILITY:	9-06	20,411.53	0.00	20,411.53	0.00	0.00	20,411.53
SEWER UTILITY: BU	9-07	147,772.13	0.00	147,772.13	0.00	0.00	147,772.13
Year Total:		993,309.34	0.00	993,309.34	0.00	0.00	993,309.34
GENERAL CAPITAL F	C-04	360,649.67	0.00	360,649.67	0.00	0.00	360,649.67
SEWER CAPITAL FUN	C-08	18,220.36	0.00	18,220.36	0.00	0.00	18,220.36
Year Total:		378,870.03	0.00	378,870.03	0.00	0.00	378,870.03
GRANT FUND BUDGET	G-02	21,379.73	0.00	21,379.73	0.00	0.00	21,379.73
COMMUNITY DEVELOP	T-17	380.12	0.00	380.12	0.00	0.00	380.12
TRUST OTHER	T-20	1,989.00	0.00	1,989.00	0.00	0.00	1,989.00
PLANNING & ZONING	T-21	15,572.18	0.00	15,572.18	0.00	0.00	15,572.18
HOWELL/ASBURY PAR	T-38	19,047.48	0.00	19,047.48	0.00	0.00	19,047.48
MADISON-ASBURY RE	T-39	437.50	0.00	437.50	0.00	0.00	437.50
ISTAR-2 ESCROW FU	T-42	13,139.40	0.00	13,139.40	0.00	0.00	13,139.40
CITY OF ASBURY PA	T-48	3,580.50	0.00	3,580.50	0.00	0.00	3,580.50
Year Total:		54,146.18	0.00	54,146.18	0.00	0.00	54,146.18
Total of All Funds:		1,456,113.32	0.00	1,456,113.32	0.00	0.00	1,456,113.32

Attachment: Bill list 6-12-19 : Payment of Bills)



RESOLUTION NO. 2019-210

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

RESOLUTION APPROVING WAIVING FEES AS PER THE ABANDONED AND VACANT PROPERTY CODE

WHEREAS, as per Section 13-802.2(f)1) and 13-802.2(f)2) Registration of Vacant Property Required; Term; Fee Waivers the Mayor and Council can extend the waiver of the registration fee after consultation of the Public Officer that the property is being rehabilitated and/or redeveloped; and

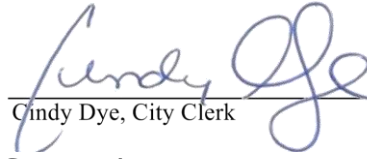
WHEREAS, the Public Officer has advised the Mayor and Council that the property located at Block 3405 Lot 14, otherwise known as 1000 Grand Avenue, is eligible for a waiver of the registration fee for calendar year 2019.

NOW, THEREFORE IT BE RESOLVED, By the Mayor and Council of the City of Asbury Park, Monmouth County, New Jersey, that the second-year fee under the Vacant and Abandoned Property Code shall be waived for the property commonly known as 1000 Grand Avenue.

NOW, THEREFORE IT BE FURTHER RESOLVED, that a copy of this Resolution be forwarded to the City Manager to be distributed to the property owner and Department of Property Improvement and Neighborhood Preservation.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-210 which was finally adopted by the City Council at a meeting held on the 12th day of June, 2019

CERTIFIED BY ME THIS 13th DAY OF June, 2019.

A handwritten signature in blue ink, appearing to read "Cindy Dye", is written over a horizontal line.

Cindy Dye, City Clerk

6/13/2019

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2019-211

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

RESOLUTION APPROVING 2019-2020 LIQUOR LICENSE RENEWALS

BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park that the Alcoholic Beverage License for the period of July 1, 2019 to June 30, 2020 be granted to the following Licensees:

<u>LICENSE NO.</u>	<u>NAME</u>	<u>ADDRESS</u>	<u>TRADE NAME</u>
1303-32-001-010	PF, LLC	705-707 Main St.	Garcia's/Tapitia
1303-33-014-005	Cookman Restaurant Group, LLC	508 Cookman Ave.	Cross & Orange
1303-33-016-006	Asbury Lanes, LLC		Pocket
1303-33-024-010	Pettibone Paradise, LLC	101 Asbury Ave	Pocket
1303-33-025-005	1211 Main St. LLC	1213 Main St.	Pocket
1303-33-037-008	1411 Kingsley Street, LLC	1409 Kingsley St	TBD
1303-33-041-010	TBD, Inc	660-662 Mattison Ave	Taka Restaurant
1303-33-042-006	Rasbury Moon, Inc	517 Lake Ave	Moonstruck Restaurant & Lounge
1303-33-045-004	G.T.J.M., Inc.	1405 Asbury Ave	Jimmy's Italian Rest.
1303-33-047-010	AP Thirty Property Holdings, LLC	1300 Ocean Ave	The Anchor's Bend Concessions Asbury Oyster Bar The Beach Bar
1303-33-054-009	House of Independents, LLC	550-572 Cookman Ave	*House of Independence
1303-33-055-004	Hemmings at Asbury, LLC	601 Bangs Ave.	Pascal & Sabine
1303-33-056-008	McLoone's Asbury Park, LLC	1213 Boardwalk	Asbury Grille
1303-33-058-009	Sixth Gear Enterprises, LLC		Pocket
1303-44-011-011	934 SHIV, LLC	644 Cookman Ave	Lush

BE IT FURTHER RESOLVED that the following Alcoholic Beverage Licenses be granted for the period of July 1, 2019 to June 30, 2020 with the following special conditions imposed on each license by the City of Asbury Park Council:

1303-32-010-008 Akshay Enterprises, Inc. 1002 Main St. *Main Liquors

*Special Conditions: 1. The Applicant accepts the renewal of the license on condition that they will not sell for consumption on the licensed premises any alcoholic beverages by the glass or other open receptacle and will only sell alcoholic beverages in original containers for

consumption off the licensed premises.

2. This condition is to apply to said premises as long as said premises shall be licensed for sale of alcoholic beverages.

3. All transfer or renewals of said license for said premises shall be subject to the same conditions.

1303-32-060-015 601-603 Liquor License Partnership 601-603 Mattison Ave. *Barrio Costero

*Special Conditions: 1. 75% of floor space must be dedicated to food service.

1303-33-004-009 Asbury Pub, LLC 552 Cookman Ave. *Brickwall Tavern/Goldies

*Special Conditions: 1. Security personnel shall be provided by the Licensee at the premises on Thursday, Friday and Saturday evenings from 10:00 p.m. until closing. All such personnel shall wear an official shirt so that they are distinguished from the patrons of the restaurant.

2. Temporary signs be installed outside the premises to remind patrons to respect neighbors by controlling noise and smoking and promoting the responsible consumption of alcoholic beverages.

3. Temporary stanchions shall be installed outside the doorway of the residence at 522 Cookman Ave. to deter patrons of the premises from gathering in the area. Temporary stanchions shall also be positioned to create boundaries around the outdoor dining area associate with the premises, in accordance with City's adopted Sidewalk Café Ordinance.

4. The Licensee shall employ a qualified professional manager to oversee all aspects of the restaurant operation, including the outside dining area, until closing every night of the week. The manager shall be responsible for training all management and staff, with specific training dedicated to A.B.C. regulations and crowd management.

5. The Licensee shall ensure that carpeting is placed under the equipment utilized by all performers at the premises, in an effort to reduce the noise volume from such equipment.

6. The Licensee shall have management work with the Asbury Park Police Department for their assistance regarding education in decibel level management and in noise reduction.

7. The security and bar staff shall clean sidewalks and curbs adjacent to the property nightly after club nights and in the morning following club nights.

8. The establishment must adhere to the Property Maintenance Code, Chapter XIII of the City Code.

1303-33-006-009 Cookmain, LLC 162-166 Main Street *Brando's

*Special Condition: 1. 75% of the floor space must be for food service.

1303-33-017-012 Steinbach Liquor Lic. LLC. 541 Cookman Ave. *Asbury Ale House

*Special Conditions: 1. 75% of floor space must be dedicated to food service.

2. The security and bar staff shall clean sidewalks and curbs adjacent to the property nightly after club nights and in the morning following club nights. They must adhere to the Property Maintenance Code, Chapter XIII of the City Code.

1303-33-026-009 AP Restaurant II, LLC 800 Ocean Ave. Watermark

1. The security and bar staff shall clean sidewalks and curbs adjacent to the property nightly after club nights and in the morning following club nights.

2. The establishment must adhere to the Property Maintenance Code, Chapter XIII of the City Code.

1303-33-021-008 AP Restaurant I 800 Ocean Ave. Stella Marina

1. The security and bar staff shall clean sidewalks and curbs adjacent to the property nightly after club nights and in the morning following club nights.

2. The establishment must adhere to the Property Maintenance Code, Chapter XIII of the City Code.

1303-33-027-010 Stone Pony Liquor License, LLC 901, 909, 913 Ocean Ave. *The Stone Pony

*Special Conditions: 1. One bonded licensed security agent shall be forthwith employed by the Licensee who shall be responsible for the control of the area in front of and alongside of the licensed premises on Fridays and Saturdays and the eve of Holidays including Sundays from 8:00 p.m. until closing time on those weekends immediately preceding the last Monday in the Month of May through and including the weekend immediately preceding the first Monday in the month of September.

2. The security and bar staff shall clean sidewalks and curbs adjacent to the property nightly after club nights and in the morning following club nights.

3. The establishment must adhere to the Property Maintenance Code, Chapter XIII of the City Code.

3. An additional bonded licensed security agent(s) shall be employed by the Licensee on

those evenings and at those times deemed appropriate by the Police Chief after consultation with said Police Chief by the Licensee with respect to any concert/event scheduled to be held at the licensed premises throughout the year.

1303-33-029-007 1112-1114 Main Licenses, LLC 1114 Main Street Cascada

1. The security and bar staff shall clean sidewalks and curbs adjacent to the property nightly after club nights and in the morning following club nights.

2. The establishment must adhere to the Property Maintenance Code, Chapter XIII of the City Code.

1303-33-048-009 George-EE, Inc. 801-812 Fifth Ave. Georgee's

1. The security and bar staff shall clean sidewalks and curbs adjacent to the property nightly after club nights and in the morning following club nights.

2. The establishment must adhere to the Property Maintenance Code, Chapter XIII of the City Code.

1303-33-049-010 ABG Liquor Holdings, LLC 527 Lake Ave. Asbury Festhalle & Biergarten

1. The security and bar staff shall clean sidewalks and curbs adjacent to the property nightly after club nights and in the morning following club nights.

2. The establishment must adhere to the Property Maintenance Code, Chapter XIII of the City Code.

1303-33-053-010 Enigma Restaurant, LLC 408 Seventh Ave *Enigma Restaurant LLC

*Special Condition: 1. Liquor may be consumed but not served on the porch area."

1303-33-059-010 AP Restaurant III 1213 Ocean Ave. *The Wonder Bar

*Special Condition: 1. The outside licensed area on the south side of the premises shall be as follows: 75' in the southerly direction from the southeast corner of the premises; thence westerly 83'; thence northerly 75' to the wall of the premises. Said outside licensed area shall be fenced in.

1303-36-066-003 Asbury F&B, LLC 1401 Ocean Ave. *The Berkely Hotel

*Special Condition: 1. The premises for which this license is issued shall continue to be operated as a bona fide Hotel or Motel of One Hundred (100) rooms or more and any transfers or renewals of said license shall be subject to the same condition.

1303-36-068-002 Pettibone Paradise, LLC 101 Asbury Ave. The Empress Hotel/Paradise

1. The security and bar staff shall clean sidewalks and curbs adjacent to the property nightly after club nights and in the morning following club nights.

2. The establishment must adhere to the Property Maintenance Code, Chapter XIII of the City Code.

1303-44-022-004 Robert Perez 1005 Memorial Dr. *Super-Extra Liquors

*Special Conditions: 1. Temporary signs be installed outside the premises to remind patrons not to loiter and to respect neighbors by controlling noise and smoking and promoting the responsible consumption of alcoholic beverages. Liquor store manager or designee must clear the front of the store of all person(s) hanging out, panhandling, drinking in public, etc.

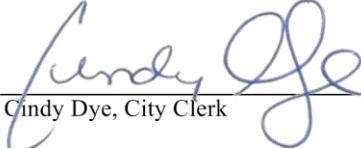
1303-44-039-007 Sri Sarawati, Inc. 1506 Main St. Mak on Main

1. The security and bar staff shall clean sidewalks and curbs adjacent to the property nightly after club nights and in the morning following club nights.

2. The establishment must adhere to the Property Maintenance Code, Chapter XIII of the City Code.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-211 which was finally adopted by the City Council at a meeting held on the 12th day of June, 2019

CERTIFIED BY ME THIS 13th DAY OF June, 2019.


Cindy Dye, City Clerk 6/13/2019
CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2019-212

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

A RESOLUTION APPROVING A LIQUOR LICENSE WITH SPECIAL CONDITIONS FOR PORTA AT ASBURY PARK, LLC D/B/A PORTA FOR THE 2019-2020 LICENSING YEAR

WHEREAS, Porta at Asbury Park, LLC doing business as Porta (the “**Licensee**”) located at 911-915 Kingsley Street is the holder of Liquor License Number: 1303-33-046-013 (the “**License**”); and

WHEREAS, the Licensee has applied for a License renewal for the 2019-2020 Licensing Year; and

WHEREAS, Deputy Police Chief Kelso issued a Report dated June 4, 2019 reporting on the annual license renewals for the City, including recommendations for special conditions on certain licenses and specifically on the Licensee’s License; and

WHEREAS, in regard to this License, the Deputy Chief’s Memo detailed certain issues at the licensed premises and as a result recommended an additional special condition; and

WHEREAS, the Deputy Chief recommends to the Mayor and Council the following conditions set forth below.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park, that

A. The License renewal be granted for the period of July 1, 2019 to June 30, 2020 with the following special conditions:

1. The Licensee shall hire two (2) off-duty police officers during the months of October, November, December, January, February and March on Friday and Saturday nights from 10:30 p.m. until 2:30 a.m.
2. The Licensee shall hire four (4) off-duty police officers during the month of April on Friday and Saturday nights from 10:30 p.m. until 2:30 a.m.
3. The Licensee shall hire four (4) off-duty police officers during the months of November, December, January, February and March from 10:30 p.m.

until 2:30 a.m. when special events have been advertised or larger crowds are expected; by way of example: the Wednesday prior to Thanksgiving and New Year's Eve.

4. The Licensee shall hire six (6) off-duty police officers during the months of May through September on Friday and Saturday nights from 10:30 p.m. until 2:30 a.m. During these times, at the sole discretion of the Deputy Chief, up to eight (8) off-duty police officers may be required. Further, during these times, at the sole discretion of the Deputy Chief, up to two (2) off-duty police officers of the total number to be provided may be provided in Police vehicles.
5. The Licensee shall hire twenty-four (24) security guards on Friday and Saturday nights.
6. The Licensee in coordination with the Police Department shall have private security and/or off duty police officers to patrol the block(s) west of Porta at the end of the night as patrons move to their cars and cabs. The Licensee's private security shall not interact with patrons/individuals but shall report any concerns/issues to the City police officers.
7. The Licensee shall eliminate 16 oz. mixed drinks from the club menu and serve mixed drinks in glass sizes no larger than 12 oz.
8. The security and bar staff shall clean sidewalks and curbs adjacent to the property nightly after club nights and in the morning following club nights.
9. The establishment must adhere to the Property Maintenance Code, Chapter XIII of the City Code.
10. The Licensee shall install video surveillance signs inside and outside of the licensed premises to advise patrons and the public that: "Warning this property under video surveillance, you are being videotaped" or wording of similar import.
11. The Licensee shall include on their website, on social media platforms, flyers and other forms of paper/physical and digital advertisement that identification is required, that two (2) forms of identification may be required, the type/form of acceptable identification, and the required dress code.
12. The Licensee shall use a moveable sign to advise individuals online to enter the licensed premises that identification is required, that two (2) forms of identification may be required, the type/form of acceptable identification, and the required dress code, as well as continuing to

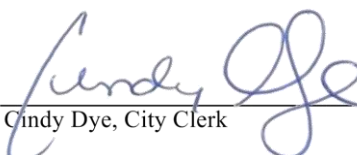
maintain the existing sign with the same information by the entrance to the licensed premises.

13. The Licensee shall require, from Friday evening on Memorial Day weekend through Monday evening on Labor Day weekend, a \$10.00 cover charge for entrance to the licensed premises starting at 12:00 midnight.
14. The Licensee shall prohibit any patron or person, except for employees, who leaves the licensed premises after 1:00 a.m. from re-entering the licensed premises.
15. The Licensee shall have no new patrons after 1 a.m.
16. A representative of the Licensee and/or their security manager shall meet with or have a telephone call with the Deputy Chief of Police on a monthly basis, during the first week of each month.
17. The Chief of Police shall have the discretion to relax the foregoing conditions after consultation with, and approval of, the Mayor and Council and City Manager, except as provided in Condition 4.
18. Upon receipt of a credible and legitimate noise complaint that has been investigated by the shift commander within the Police Department, Licensee shall close open exterior doors upon the request of the Shift Commander.

B. This Resolution shall take effect immediately.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-212 which was finally adopted by the City Council at a meeting held on the 12th day of June, 2019

CERTIFIED BY ME THIS 13th DAY OF June, 2019.



Cindy Dye, City Clerk

6/13/2019

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2019-213

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

A RESOLUTION APPROVING A LIQUOR LICENSE WITH SPECIAL CONDITIONS FOR D.B. VENTURES, LLC D/B/A JOHNNY MAC'S FOR THE 2019-2020 LICENSING YEAR

WHEREAS, D.B. Ventures, LLC doing business as Johnny Mac's (the "**Licensee**") located at 206-208 Main Street is the holder of Liquor License Number: 1303-33-051-010 (the "**License**"); and

WHEREAS, the Licensee has applied for a License renewal for the 2019-2020 Licensing Year; and

WHEREAS, Acting Police Chief Kelso issued a Memo dated June 4, 2019, reporting on the annual license renewals for the City, including recommendations for special conditions on certain licenses and specifically on the Licensee's License; and

WHEREAS, the Acting Police Chief made the following recommendations to the following special conditions:

1. The Licensee shall hire three (3) off duty police officers on Friday nights and Saturday nights and nights before holidays from Memorial Day weekend through Labor Day weekend. The officers shall work from 10:30 p.m. through 3:00 a.m. If a substantial weather event is anticipated which will likely cause a reduced crowd to patronize the tavern (hurricane, etc.), the tavern may call the police department at least two (2) hours before the shift (8:30 p.m.) to request that the third officer not be required to work, which final decision will be decided by the Chief of Police or their designee.
2. The Licensee shall hire two (2) off-duty police officers on Friday nights and Saturday nights and nights prior to holidays from 10:30 p.m. to 2:30 a.m. from the weekend after Labor Day through the weekend before Memorial Day.
3. The security and bar staff shall clean sidewalks and curbs adjacent to the property nightly after club nights and in the morning following club nights.

4. The establishment must adhere to the Property Maintenance Code, Chapter XIII of the City Code.
5. If requested by the Chief, the Licensee will provide camera footage from security personnel who wear Go Pro body cameras, if the footage is available at the time the request is made.
6. The Licensee shall employ only Techniques of Alcohol Management (a.k.a. "**TAM**") certified bartenders and/or ensure that bartenders attend the next available TAM course.
7. The Licensee shall place additional temporary barriers outside of their entrance/exit to deter patrons from jaywalking across Main Street. The barriers shall be placed on the sidewalk by the curb line (not in the street) not later than 10:00 p.m. and shall be removed not later than 3:00 a.m. on Friday and Saturday evenings and when special events have been advertised or larger crowds are expected, by way of example: the Wednesday prior to Thanksgiving, Memorial Day Weekend, Fourth of July, Labor Day Weekend, the Zombie Walk and the St. Patrick's Day Parade.
8. A representative of the Licensee and/or their security manager shall meet with or have a telephone call with the Chief of Police on a monthly basis, during the first week of each month.
9. The Chief shall have the discretion to relax the foregoing conditions after consultation with, and approval of, the Mayor and Council and City Manager.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park, that

A. The License renewal be granted for the period of July 1, 2019 to June 30, 2020 with the following special conditions:

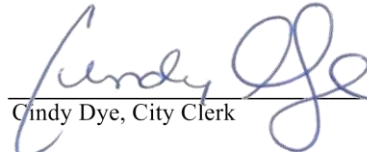
1. 75% of floor space shall be dedicated to food service.
2. The Licensee shall hire three (3) off duty police officers on Fridays and Saturdays from Memorial Day weekend through Labor Day weekend, including nights before holidays from 10:30 p.m. through 3:00 a.m. If a substantial weather event is anticipated which will likely cause a reduced crowd to patronize the tavern (hurricane, etc.), the tavern may call the police department at least two (2) hours before the shift (8:30 p.m.) to request that the third officer not be required to work, which final decision will be decided by the Chief of Police or their designee.

3. The Licensee shall hire two (2) off-duty police officers on Fridays and Saturdays, and nights before holidays from 10:30 p.m. to 2:30 a.m. from the weekend after Labor Day through the weekend before Memorial Day.
4. The security and bar staff shall clean sidewalks and curbs adjacent to the property nightly after club nights and in the morning following club nights.
5. The establishment must adhere to the Property Maintenance Code, Chapter XIII of the City Code.
6. If requested by the Chief, the Licensee will provide camera footage from security personnel who wear Go Pro body cameras, if the footage is available at the time the request is made.
7. The Licensee shall employ only Techniques of Alcohol Management (a.k.a. "**TAM**") certified bartenders and/or ensure that bartenders attend the next available TAM course.
8. The Licensee shall place additional temporary barriers outside of their entrance/exit to deter patrons from jaywalking across Main Street. The barriers shall be placed on the sidewalk by the curb line (not in the street) not later than 10:00 p.m. and shall be removed not later than 3:00 a.m. on Friday and Saturday evenings and when special events have been advertised or larger crowds are expected, by way of example: the Wednesday prior to Thanksgiving, Memorial Day Weekend, Fourth of July, Labor Day Weekend, the Zombie Walk and the St. Patrick's Day Parade.
9. A representative of the Licensee and/or their security manager shall meet with or have a telephone call with the Chief of Police on a monthly basis, during the first week of each month.
10. The Chief shall have the discretion to relax the foregoing conditions after consultation with, and approval of, the Mayor and Council and City Manager.

B. This Resolution shall take effect immediately.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-213 which was finally adopted by the City Council at a meeting held on the 12th day of June, 2019

CERTIFIED BY ME THIS 13th DAY OF June, 2019.

A handwritten signature in blue ink, appearing to read "Cindy Dye", is written over a horizontal line.

Cindy Dye, City Clerk

6/13/2019

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2019-214

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

A RESOLUTION APPROVING A LIQUOR LICENSE WITH SPECIAL CONDITIONS FOR BOND STREET BAR & GRILL, LLC (D/B/A BOND STREET BAR AND GRILL, CAPITOLINE AND LOTERIA) FOR THE 2019-2020 LICENSING YEAR

WHEREAS, Bond Street Bar & Grill, LLC doing business as Bond Street Bar & Grill, Capitoline and Loteria (the “Licensee”) located at 208 Bond Street is the holder of Liquor License Number: 1303-33-034-013 (the “License”); and

WHEREAS, the Licensee has applied for a License renewal for the 2019-2020 Licensing Year; and

WHEREAS, Acting Police Chief Kelso issued a Memo dated June 4, 2019 reporting on the annual license renewals for the City, including recommendations for special conditions on certain licenses and specifically on the Licensee’s License; and

WHEREAS, the Acting Police Chief made the following recommendations to the following special conditions:

1. The Licensee shall hire two (2) off-duty police officers or one (1) off-duty police officer and one (1) security guard on Friday nights and Saturday nights and nights prior to holidays from 10:30 p.m. to 2:30 a.m. from the weekend before Memorial Day through the weekend after Labor Day and all major holidays.
2. The security and bar staff shall clean sidewalks and curbs adjacent to the property nightly after club nights and in the morning following club nights.
3. The establishment must adhere to the Property Maintenance Code, Chapter XIII of the City Code.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park, that

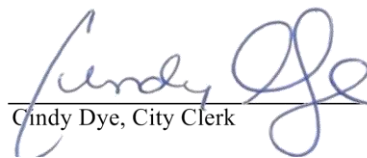
A. The License renewal be granted for the period of July 1, 2019 to June 30, 2020 with the following special conditions:

1. The Licensee shall hire two (2) off-duty police officers or one (1) off-duty police officer and one (1) security guard on Friday nights and Saturday nights and nights prior to holidays from 10:30 p.m. to 2:30 a.m. from the weekend before Memorial Day through the weekend after Labor Day and all major holidays.
2. The security and bar staff shall clean sidewalks and curbs adjacent to the property nightly after club nights and in the morning following club nights.
3. The establishment must adhere to the Property Maintenance Code, Chapter XIII of the City Code.

B. This Resolution shall take effect immediately.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-214 which was finally adopted by the City Council at a meeting held on the 12th day of June, 2019

CERTIFIED BY ME THIS 13th DAY OF June, 2019.



Cindy Dye, City Clerk

6/13/2019

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2019-215

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

A RESOLUTION APPROVING THE RENEWAL OF HOTEL LIQUOR LICENSE NO. 1303-36-069-001, WHICH IS HELD BY 210 5TH AVE. VENTURE URBAN RENEWAL, LLC, D/B/A THE ASBURY HOTEL, FOR THE 2019-2020 LICENSE TERM

WHEREAS, 210 5th Ave. Venture Urban Renewal LLC (with its member Si Op Co AP LLC) (the “**Licensee**”) is the holder of license number 1303-36-069-001 which is a hotel exception license for a facility containing 100 or more sleeping rooms pursuant to N.J.S.A. 13:1-12.20 (the “**License**”); and

WHEREAS, the licensed premises presently consist of the hotel, known as The Asbury, located at 210 Fifth Avenue, Block 4104, Lot 13, and, the entertainment venue commonly known as Asbury Lanes which is on a portion of the adjoining property being 209 Fourth Avenue, Block 4104, Lot 9, and which is connected to the hotel structure by an enclosed passageway (the “**Licensed Premises**”); and

WHEREAS, the Licensee has filed an application for a License renewal for the 2019-2020 Licensing Term, submitted the requisite application fees, received tax clearance, and the Asbury Park Police Department has undertaken its review and issued its report dated June 4, 2019; and

WHEREAS, the City Council reviewed the application and the Police Department’s report at its June 4, 2019 , and no written objections pursuant to N.J.A.C. 13:2-2.7 were received;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey, acting as the local alcoholic beverage control board, approves the License renewal for the 2019-2020 Licensing Term, subject to all of the following, existing special conditions:

1. The Licensed Premises shall only be:
 - (a) the entire interior of the structure known as The Asbury, located at 210 Fifth Avenue, Block 4104, Lot 13, and certain outdoor areas, generally described as:
 - (i) the outdoor pool area on the ground floor;
 - (ii) the outdoor wooden deck on the ground floor;
 - (iii) the outdoor rooftop deck on fifth floor known as “Baronet”;

- (iv) the eighth floor rooftop known as “Salvation”; and
- (v) a portion of the enclosed passageway to Asbury Lanes structure,

and as further depicted on the plans attached hereto as **Exhibit A** (the “**Hotel**”); and

- (b) the interior of the structure known as the Asbury Lanes at 209 Fourth Avenue, Block 4104, Lot 9, and the remainder of the enclosed passageway to the Hotel, as further depicted on the plans attached hereto as **Exhibit A** (the “**Asbury Lanes**”)

collectively, the “**Licensed Premises**”.

2. The operation of the Asbury Lanes portion of the Licensed Premises shall be subject to the following special conditions:

- (a) The operation of the Asbury Lanes shall be in conformance with the Asbury Park Code provisions applicable to non-hotel plenary retail consumption licenses, including but not limited to, the hours of operation contained in Code Section 6-4, et seq.
- (b) At all times when the Asbury Lanes is not serving alcoholic beverages, specifically including when closed pursuant to Code Section 6-4, et seq., the enclosed passageway shall be closed off in a manner to prevent access from the Hotel to Asbury Lanes.
- (c) At all times when the Asbury Lanes is not permitted by ordinance to be serving alcoholic beverages, specifically including when closed pursuant to Code Section 6-4, et seq., the food service portion of the Asbury Lanes known as, and depicted as, the “Diner” area on the plans attached hereto as **Exhibit B**, which is generally located in the southeast corner of the building, may continue to operate for the service of food and non-alcoholic beverages, as permitted by Asbury Park Code Section 6-4.2. During such operations there shall be no access to the remainder of the Asbury Lanes (depicted as the “Performance Venue” on the plans attached hereto as **Exhibit B**) and all access shall be through a separate exterior entrance directly into the Diner area, except for handicapped access which shall be by the routes depicted on **Exhibit B**.
- (d) The Licensee shall at all times maintain a leasehold or fee simple or similar property interest in 209 Fourth Avenue, Block 4104, Lot 9 sufficient to encompass the Asbury Lanes portion of the Licensed Premises.
- (e) The security and bar staff shall clean sidewalks and curbs adjacent to the property nightly after club nights and in the morning following club nights.
- (f) The establishment must adhere to the Property Maintenance Code, Chapter XIII of the City Code.

3. The operation of the Hotel portion of the Licensed Premises shall be subject to the following special conditions:

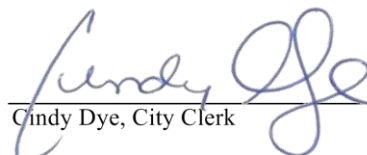
- (a) The Licensee has installed, and will be required to maintain, one (1) decibel reader at the DJ booth in Salvation and one (1) decibel reader at the DJ booth at the pool so that entertainers and/or staff members of the hotel may monitor the decibel level of outdoor music in a good faith effort to comply with the City's Noise Ordinance (Section 3-9 of the Asbury Park City Code). An additional decibel reader shall be installed at the DJ booth at each and every additional outdoor location(s) at the hotel where outdoor music is played.
- (b) The Licensee shall have its management work with the Asbury Park Police Department for its assistance regarding education in decibel level management and noise reduction. The Licensee agrees to meet with the Asbury Park Police Department, as deemed necessary by the Asbury Park Police Department.
- (c) The Licensee shall implement The Asbury Hotel Sound Mitigation Program Remedial Measures plan prepared by Robert A. Hansen Associates Inc. dated June 29, 2017, as may be refined, which includes the removal of certain speakers and the installation of smaller, overhead, downward facing speakers in Salvation ("Remedial Measures"). The Licensee shall provide an installation schedule to the City Manager and the Asbury Park Police Department and shall provide periodic updates concerning the installation schedule until the Remedial Measures have been completely installed.
- (d) The Licensee met with the Esplanade Home Owners Association to discuss sound mitigation. If deemed necessary by the Asbury Park Police Department and communicated in writing to the Licensee, the Licensee shall arrange for additional meetings with the Esplanade Home Owners Association or any other resident living within two hundred (200) feet of the Licensed Premises that contacts the Asbury Park Police Department to request a meeting with the Licensee to discuss sound mitigation.
- (e) The security and bar staff shall clean sidewalks and curbs adjacent to the property nightly after club nights and in the morning following club nights.
- (f) The establishment must adhere to the Property Maintenance Code, Chapter XIII of the City Code.

4. This License shall be subject to the special condition that it is issued as a hotel exception license for a facility containing 100 or more sleeping rooms pursuant to N.J.S.A. 13:1-12.20 and that the License shall only be used in connection with such a hotel or motel and amenities related to the hotel or motel.

5. This Resolution shall take effect immediately.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-215 which was finally adopted by the City Council at a meeting held on the 12th day of June, 2019

CERTIFIED BY ME THIS 13th DAY OF June, 2019.

A handwritten signature in blue ink, appearing to read "Cindy Dye", is written over a horizontal line.

Cindy Dye, City Clerk

6/13/2019

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2019-216

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

RESOLUTION AUTHORIZING THE PURCHASE OF A NEW FIRE TRUCK FOR THE FIRE DEPARTMENT

WHEREAS, the City has a need for a new fire truck within the Fire Department; and

WHEREAS, the City has obtained the attached quote from Seagrave Fire Apparatus, LLC totaling \$647,236.00 from the Houston-Galveston Area Council (H-GAC) National Cooperative Contract Number FS12-17 in which the City is a member with a membership number of ILC18-6583; and

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

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

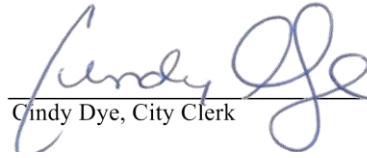
WHEREAS, the Chief Financial Officer has certified that funds are available in the following account: C-04-55-998-177-008. The maximum dollar value of the pending contract is as stated in the resolution.

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 authorizes the purchase of a new fire truck for a total amount of \$647,236.00 from Seagrave Fire Apparatus, LLC; and

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

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-216 which was finally adopted by the City Council at a meeting held on the 12th day of June, 2019

CERTIFIED BY ME THIS 13th DAY OF June, 2019.

A handwritten signature in blue ink, appearing to read "Cindy Dye", is written over a horizontal line.

Cindy Dye, City Clerk

6/13/2019

CINDY A. DYE
CITY CLERK



SEAGRAVE FIRE APPARATUS, LLC

June 4, 2019

City of Asbury Park
Attn: JoAnn Boos
One Municipal Plaza
Asbury Park, NJ 07712

Dear Ms. Boos:

Thank you for the opportunity to assist you with your fire apparatus needs with a proposal to purchase a Seagrave Fire Apparatus through the Houston-Galveston Area Council (H-GAC) program.

Your proposal was based on the H-GAC executed contract for FS12-17, effective December 1, 2017 through November 30, 2019. Seagrave agrees to sell said fire apparatus through the H-GAC contract extending all pricing, terms and conditions.

PROPOSAL SUMMARY

Seagrave Fire Apparatus, LLC offers the apparatus herein named XC01 for the following price:

	Seagrave Custom Pumper	
HGAC Base Unit Price XC01		\$455,127
Published Options		\$98,619
Unpublished Options		\$86,378
Per Unit Total		\$640,124
HGAC Order Processing Fee		\$2,000
Inspections		\$3,000
Delivery		\$2,991
Discount		-\$879
Purchase Order Total		\$647,236

State, federal, FET or local taxes not included.

Delivery 280 calendar days upon receipt of complete order and signed PE drawing

Again, we appreciate the opportunity to assist with their apparatus needs.

Sincerely,

Ulisses Parmeziani
Vice President and COO

cc: dennis.warren@seagrave.com

**Contract
No.:**

FS12-17

Date
Prepared:

6/3/2019

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	Asbury Fire Department	Contractor:	Seagrave Fire Apparatus, LLC
Contact Person:	Robert Pasquariello	Prepared By:	PAUL WRITT
Phone:	732-502-4556	Phone:	715-823-1856
Fax:		Fax:	715-823-5769
Email:		Email:	PAUL.WRITT@seagrave.com

Product Code:	XC01	Description:	Seagrave Custom Pumper
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract:	4551
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B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.

(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
See Attached			
		Subtotal From Additional Sheet(s):	986
		Subtotal B:	986

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.

(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
See Attached			
		Subtotal From Additional Sheet(s):	863
		Subtotal C:	863

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is:

16

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	640124	=	Subtotal D:	640124
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E. H-GAC Order Processing Charge (Amount Per Current Policy)

Subtotal E:	20
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F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation

Description	Cost	Description	Cost
Inspections	3000		
Delivery	2991	Discount	-8
		Subtotal F:	51

Delivery Date: 280 Days

G. Total Purchase Price (D+E+F):

6472

PUBLISHED OPTIONS

ASBURY PARK FIRE DEPARTMENT, ASBURY PARK, NJ XC01 SEAGRAVE CUSTOM PUMPER/ PROCUREMENT: CONTRACT #FS12-17

CODE OR PART NO.	DESCRIPTION	Per Unit Cost	QUANTITY	HGAC TOTAL
10-10-5000	Bumper - 10.25" High (NYC Style) Mitered Corners, Painted	\$ 750.00	1	\$ 750.00
10-12-0018	Bumper Extension - 18"	\$ 491.00	1	\$ 491.00
10-12-1420	Recessed Notch in Front Bumper - for RS Suction	\$ 655.00	1	\$ 655.00
10-28-3120	Emergency Brake - Officer	\$ 316.00	1	\$ 316.00
10-28-3810	Air Dryer - Bendix AD-9	\$ 434.00	1	\$ 434.00
11-10-0400	Rear Axle - RS-23-186, with EX225H Disc Brakes, 24,000#	\$ 2,876.00	1	\$ 2,876.00
11-20-2795	Automatic Traction Control w/ Deep Mud & Snow Switch	\$ 244.00	1	\$ 244.00
11-30-3100	Rear Susp. - Semi-Elliptical Spring, 3"x52", Single, 24,000#	\$ 422.00	1	\$ 422.00
13-00-5210	Engine - Cummins L9, 450 HP, 1250 ft.lb., 8.9 L, EPA17/OBD17 Certified	\$ 1,308.00	1	\$ 1,308.00
13-15-1610	Aggressive Down Shift - Jacob's Brake	\$ 263.00	1	\$ 263.00
13-08-2700	Fuel Tank - 65 Gallon, S/S, Rear Mount, with S/S Straps	\$ 541.00	1	\$ 541.00
13-10-2500	Alternator - Delco, 430 Amp, Model 55SI	\$ 564.00	1	\$ 564.00
13-13-0053	DEF Access - Door in Driver's Side Crew Cab Step Area, MII	\$ 747.00	1	\$ 747.00
20-00-9510	Doors - (2) Cab, Side Access, 25" High, MII	\$ 1,325.00	1	\$ 1,325.00
23-25-0010	Cab Side Access Door Lights - (2) ROM LED, (1) Strip Light Per Door	\$ 366.00	1	\$ 366.00
20-10-2000	Mirror - Crossover, Black, Approx 8" Dia	\$ 431.00	1	\$ 431.00
20-10-1300	Mirrors - (2) Lang Mekra, 300 Series, 4-Way, Heatd/Remote	\$ 346.00	1	\$ 346.00
20-14-3000	Side Window Guards - S/S, Interior	\$ 160.00	1	\$ 160.00
20-25-095C	Pac Trac - (2) #7000, Driver's & Officer's Side Outboard, Cab Back Wall	\$ 929.00	1	\$ 929.00
20-25-1095	Removable Engine Tunnel Panels (Marauder II Only)	\$ 226.00	1	\$ 226.00
21-00-0120	Seat - Driver's, Bostrom, Sierra, Air-100, Reclining (NA w RollTek)	\$ 548.00	1	\$ 548.00
21-01-0160	Seat - Officer's, Bostrom, Tanker 450, SCBA	\$ 515.00	1	\$ 515.00
21-08-0200	SCBA Bracket - SecureAll™, Bostrom Seats Only (Ea)	\$ 460.00	1	\$ 460.00
21-11-5900	Seat - (2) Outboard, Rear Facing, Bostrom, Tanker 450, SCBA	\$ 1,043.00	1	\$ 1,043.00
21-08-0200	SCBA Bracket - SecureAll™, Bostrom Seats Only (Ea)	\$ 460.00	2	\$ 920.00
21-11-6A00	Seat - (2) Inboard, Forward Facing, Bostrom, Sierra Flip-up	\$ 1,174.00	1	\$ 1,174.00
21-15-5503	Compartment - Under Seat, Rear Forward Facing (41") MII Only	\$ 916.00	1	\$ 916.00
21-23-0810	Manual Coolant Shutoff Valve - Forward Cab HVAC Inflow (Inlet), MII	\$ 130.00	1	\$ 130.00
21-23-0905	Manual Shutoff Valve - Forward Cab HVAC Outflow (Return), MII	\$ 130.00	1	\$ 130.00

21-23-2710	Rear Crew Cab Heaters - 64,000 BTU Total, MII	\$ 2,263.00	1	\$ 2,263.00
21-23-3010	Manual Coolant Shutoff Valve - Crew Cab HVAC Inflow (Inlet), MII	\$ 125.00	1	\$ 125.00
21-23-3105	Manual Shutoff Valve - Crew Cab HVAC Outflow (Return), MII	\$ 125.00	1	\$ 125.00
21-23-5000	Auxiliary Fan in Cab (Ea)	\$ 136.00	2	\$ 272.00
22-00-0530	Buss Bar - Under Officer's Seat, (4) Stud Switched	\$ 124.00	1	\$ 124.00
22-00-0540	Buss Bar - Under Engine Tunnel Panel	\$ 124.00	1	\$ 124.00
22-01-0300	Low Coolant Sensor	\$ 329.00	1	\$ 329.00
22-01-0600	Ammeter (IATS)	\$ 174.00	1	\$ 174.00
22-01-1500	Speedometer - Additional, Officer, Imperial, Analog	\$ 209.00	1	\$ 209.00
22-03-1400	12V Power Point - User Defined Location (Ea)	\$ 56.00	1	\$ 56.00
22-03-14US	USB Charger Port - Kussmaul Dual Port #091-219 (Ea)	\$ 118.00	1	\$ 118.00
70-05-2535	NEMA Rating - 5-20R (20 Amp) Non-Twist-Lock, Duplex	\$ 221.00	1	\$ 221.00
70-05-2720	Receptacle Cover - Stainless Steel Wallplate, Single (Interior Use Only) (Ea)	\$ 26.00	1	\$ 26.00
22-03-14US	USB Charger Port - Kussmaul Dual Port #091-219 (Ea)	\$ 118.00	5	\$ 590.00
22-0A-5120	Two-Way Radio Antenna Mount - Universal w/ Cable (Ea)	\$ 201.00	3	\$ 603.00
22-0C-2170	Camera System - (1) Zone Defense #ZD.323.1.4, Rear	\$ 846.00	1	\$ 846.00
22-10-0700	Batteries - (6) Champion, 12V, 950 CCA	\$ 689.00	1	\$ 689.00
22-15-3750	Battery Charger - Kussmaul #091-187-12-REMOTE, Auto Charge 1200	\$ 881.00	1	\$ 881.00
22-15-5000	Battery Charger/Air Compressor Cover	\$ 93.00	1	\$ 93.00
22-15-5500	"Super Auto Eject" Plug - Kussmaul 20 Amp, 120 VAC	\$ 351.00	1	\$ 351.00
22-90-004N	Headlights - Quad, VisionX, LED, with Dual Light Bezels	\$ 1,139.00	1	\$ 1,139.00
22-90-0320	Side Marker Lights - Britax LED, Rear Corners	\$ 149.00	1	\$ 149.00
23-03-VWL2	Back Up Lights - (2) Whelen, #60C00WCR, LED, Max Intensity	\$ 359.00	1	\$ 359.00
23-11-1010	Cab Dome Lights - (4) Weldon #8080 Series, LED, Red/Clear	\$ 93.00	1	\$ 93.00
23-11-282B	Cab Dash Courtesy Lights - (2) TecNiq Dragon D14 Blue, LED	\$ 141.00	1	\$ 141.00
23-11-287B	Crew Cab Courtesy Lights - (2) TecNiq Dragon D14, Blue, LED	\$ 141.00	1	\$ 141.00
23-25-0150	Exterior Compartment Lights - (2) ROM LED Strips, Vertical Mount (Ea Pair)	\$ 524.00	5	\$ 2,620.00
24-10-WFE5	Lightbars - (3) Whelen #F4N MINI, 21.5", LED,(1 Center Forward Facing, 2 Angled)	\$ 3,144.00	1	\$ 3,144.00
24-20-WLFF	Beacons - (2) Whelen Micro Edge #MCFLED25 Super-LED®, Red LED/Clear Lens	\$ 595.00	1	\$ 595.00
24-35-0010	Cab Cowl Lights - (2) Whelen 50R03ZRR, Red LED with Red Lens	\$ 261.00	1	\$ 261.00
26-00-0030	Air Horns - Dual, Grover	\$ 533.00	1	\$ 533.00
26-00-0310	Air Horn Dual Lanyard	\$ 155.00	1	\$ 155.00
26-00-0820	Air Shut-off Valve	\$ 141.00	1	\$ 141.00
26-10-5100	Electronic Siren - Federal Signal e-Q2B®, 200 Watt	\$ 1,298.00	1	\$ 1,298.00
26-10-8910	Foot Switch - Electronic Siren, Linemaster® #491	\$ 133.00	1	\$ 133.00
26-11-FE1E	Siren Speaker - Federal Signal #ES100, with Flame Grille, In Bumper (Ea)	\$ 351.00	2	\$ 702.00
30-02-7020	Operator Stand Exterior Finish - Side Mount, Black LINE-X	\$ 660.00	1	\$ 660.00

Attachment: SEAGRAVE FIRE ENGINE QUOTE (2019-216 : Authorizing the purchase of a new fire truck)

30-12-1120	ATP Cover with End Flaps - Crosslay Atop Pump Enclosure	\$ 570.00	1	\$ 570.00
31-00-0600	Pump - Waterous, 2000 GPM, Single Stage, CSU	\$ -	1	\$ -
31-01-0220	Pump Seal - Mechanical, Waterous	\$ 410.00	1	\$ 410.00
31-01-0820	Pump Overheat Protection System - Waterous OPM	\$ 504.00	1	\$ 504.00
31-01-0840	Audible Alarm Buzzer for Waterous Overheat Protection Manager	\$ 161.00	1	\$ 161.00
31-01-0120	Pump Anti-Corrosion System - Zinc Anode, Waterous Pumps	\$ 203.00	1	\$ 203.00
31-01-0580	Pump Shift Manual Override	\$ 244.00	1	\$ 244.00
31-01-2040	1/2" Pump to Tank Recirculating Line	\$ 345.00	1	\$ 345.00
31-02-0390	Master Compound Gauges - (2) Class 1, Back Lit, 6" dia., 30-0-400	\$ 745.00	1	\$ 745.00
31-02-0490	Gauges - Discharge, 3.5", Class 1, Back Lit, 30-0-400, 1 per Discharge (Ea)	\$ 165.00	6	\$ 990.00
31-02-0600	Flow/Pressure Meter - Class 1 Flowminder Super System, Digital (Ea)	\$ 1,121.00	3	\$ 3,363.00
31-02-1090	Fuel Gauge - Pump Panel	\$ 175.00	1	\$ 175.00
34-85-002C	Storz Adapter - Main Pump Inlet, 6" NSTx5" Storz, Anodized (Ea)	\$ 151.00	2	\$ 302.00
33-10-1100	Master Intake Valve - Waterous Monarch, Handwheel Control (Ea)	\$ 4,133.00	2	\$ 8,266.00
33-10-1400	Auxiliary Inlet - Gated, 2-1/2", Right Side (Ea)	\$ 874.00	1	\$ 874.00
33-13-1300	Front Inlet - 5" w/o Valve - for MII	\$ 4,240.00	1	\$ 4,240.00
34-85-0310	Adapter & Screen - Front Inlet, 5" NST, Chrome Plated	\$ 381.00	1	\$ 381.00
34-85-035E	Storz Adapter - Front Inlet, 6" NST x 5 Storz, Anodized	\$ 151.00	1	\$ 151.00
33-13-2W10	5" Butterfly Valve - Front Inlet f/ Waterous Pump, with Handwheel Control	\$ 809.00	1	\$ 809.00
31-01-0745	Relief Valve - Front Intake Pressure, Task Force Tips, 2-1/2"	\$ 171.00	1	\$ 171.00
33-13-3020	Rear Inlet - 5" without Valve, Outside Rear Compartment on RS	\$ 2,825.00	1	\$ 2,825.00
34-85-0210	Adapter & Screen - Rear Inlet, 5" NST, Chrome Plated	\$ 381.00	1	\$ 381.00
34-85-0234	Storz Elbow - Rear Inlet, 5" NST x 5" Storz, Anodized	\$ 175.00	1	\$ 175.00
33-13-3W30	5" Butterfly Valve - Rear Inlet f/Waterous Pump, with Air Control	\$ 2,054.00	1	\$ 2,054.00
31-01-0755	Relief Valve - Rear Intake Pressure, Task Force Tips, 2-1/2"	\$ 494.00	1	\$ 494.00
34-85-1933	Reducer, Cap & Chain - LS 2.5" Discharge, 2.5", Chrome Plated (Ea)	\$ 108.00	2	\$ 216.00
34-21-0350	Discharge - RS, 3" with Waterous Handwheel Valve (Ea)	\$ 2,853.00	1	\$ 2,853.00
34-85-1720	Adapter - RS 3" Discharge, 3" x 5" NST, Chrome Plated (Ea)	\$ 220.00	1	\$ 220.00
34-85-1793	Elbow - RS 3" Discharge, 5" x 5" Storz, 30 Degree, Anodized (Ea)	\$ 175.00	1	\$ 175.00
34-24-0250	Rear Discharge - LS, 2-1/2", with Push-Pull Valve (Ea)	\$ 1,373.00	1	\$ 1,373.00
34-85-2933	Reducer, Cap & Chain - LS 2.5" Rear Discharge, 2.5", Chrome Plated (Ea)	\$ 108.00	1	\$ 108.00
34-90-03WH	Discharge - Deck Gun, 3", w/ Waterous Handwheel Valve	\$ 3,279.00	1	\$ 3,279.00
35-00-9X50	3" NST Deck Gun Adapter	\$ 130.00	1	\$ 130.00
35-70-1100	Booster Reel - Open Bin, Polished Aluminum	\$ 2,240.00	1	\$ 2,240.00
35-70-6200	Booster Hose - 1", 100' Length (Ea)	\$ 574.00	2	\$ 1,148.00
35-70-6900	Hose Reel Polished S/S Rollers & Guides - Open Bin, Both Sides	\$ 713.00	2	\$ 1,426.00
35-70-8200	Hose Reel Blowout from Vehicle Air Supply	\$ 104.00	1	\$ 104.00
45-39-0010	Inner Liners - Rear Single Axle, 304 S/S	\$ 373.00	1	\$ 373.00

Attachment: SEAGRAVE FIRE ENGINE QUOTE (2019-216 : Authorizing the purchase of a new fire truck)

57-05-2000	Rear Compartment Partition - to Divide Transverse Compartment (Ea)	\$ 179.00	2	\$ 358.00
57-00-5200	Liner - Interior Hinged Compartment Door, Brushed S/S (Ea)	\$ 121.00	6	\$ 726.00
45-48-9000	Pumper Rear - Flush Compartments, for Extended Bodies Only	\$ 753.00	1	\$ 753.00
57-20-5010	Tailboard - Pumper, 12"D x 98"W, for Non-Extended or Flush	\$ 301.00	1	\$ 301.00
45-65-1005	Hose Bed Cross Panel Divider - S/S, DA Finish	\$ 539.00	1	\$ 539.00
45-65-1500	Hose Bed Partition - Aluminum, Etchfinish with Handhold (Ea)	\$ 598.00	3	\$ 1,794.00
45-68-0110	Hose Bed Part. Reinforcement w/ Bracket -Required for Partitions over 36" (Ea)	\$ 294.00	3	\$ 882.00
57-05-0100	Dri-Dek® - per Compartment / Shelf / Tray (Ea)	\$ 81.00	5	\$ 405.00
57-05-4210	Tray Construction - Aluminum, Base Depth (Ea)	\$ 128.00	4	\$ 512.00
57-05-491F	SlideMaster #AM2, 70% Aluminum, 500#, Floor Mount, Base Depth (Ea)	\$ 434.00	4	\$ 1,736.00
57-10-106S	Air Bottle Compts - (6) Bottles in Single Wheel Well, Oval (Poly)	\$ 1,044.00	1	\$ 1,044.00
57-20-7920	Step - Chrome Folding, (1) LS, Body Front with (1) 8" Rail, NA with Top Mount	\$ 179.00	1	\$ 179.00
57-20-7970	Step - Chrome Folding, (1) RS, Body Front with (1) 8" Rail, NA w Top Mount	\$ 179.00	1	\$ 179.00
57-30-0110	Rub Rail, Body Sides - Black Poly	\$ 139.00	4	\$ 556.00
70-05-2535	NEMA Rating - 5-20R (20 Amp) Non-Twist-Lock, Duplex	\$ 221.00	1	\$ 221.00
70-05-2720	Receptacle Cover - Stainless Steel Wallplate, Single (Interior Use Only) (Ea)	\$ 26.00	1	\$ 26.00
71-Y0-0010	12V Light Switched at Cab Dash (Ea)	\$ 93.00	1	\$ 93.00
71-Y0-0010	12V Light Switched at Cab Dash (Ea)	\$ 93.00	2	\$ 186.00
90-00-9510	Ladder Brackets & Pull/Twist Clamps (Not Avail w/ Hyd Ladder Rack)	\$ 706.00	1	\$ 706.00
90-03-01AT	Hose Troughs - (2) Zico #HHS-TM-1, Hard Suction, 6" AL, Top of Body	\$ 671.00	1	\$ 671.00
90-03-5015	Suction Hose - Kochek # 2P601, 6" x 10', Long Handle (Ea)	\$ 350.00	2	\$ 700.00
91-00-4800	Seagrave FrameGard Extreme Corrosion Resistance - Single Axle	\$ 1,310.00	1	\$ 1,310.00
91-00-5400	Paint - Cab Interior, Clear Coat (Full Tilt Cabs)	\$ 251.00	1	\$ 251.00
91-02-9020	Undercoating - PPG Corashield	\$ 1,260.00	1	\$ 1,260.00
91-03-3000	1" Border - Each Side of Reflective Stripe	\$ 390.00	1	\$ 390.00
91-03-420D	Chevron Striping - 3M™ Diamond Grade™, All Rear Body Panels	\$ 650.00	1	\$ 650.00
	Total Published Options	#N/A		\$ 98,619.00

UNPUBLISHED OPTIONS

ASBURY PARK FIRE DEPARTMENT, ASBURY PARK, NJ XC01 SEAGRAVE CUSTOM PUMPER/ PROCUREMENT: CONTRACT #FS12-17

CODE OR PART NO.	DESCRIPTION	QUANTITY	PRICE	HGAC TOTAL
10-28-0410	Main Air System Drain Valve(s) - Cable Controlled	2	\$ 22.00	\$ 44.00
12-16-0650	Rear Tires - MI/11R22.5/X Works XDY LRH, 6,005/6,005# (Ea)	4	\$ 340.00	\$ 1,360.00
13-08-5620	Fuel Water Separator with Alarm - Fleetguard FS90134, L9 Engine O	1	\$ 174.00	\$ 174.00
13-13-0900	Tailpipe - Plymovent, Extended for Exhaust Evacuation System	1	\$ 61.00	\$ 61.00
13-08-5100	Shutoff Valve - Fuel Line	1	\$ 45.00	\$ 45.00
20-00-960G	Cab Side Access Door Stays - (2) Strap Style	1	\$ 73.00	\$ 73.00
20-05-2010	Inner Liners - Front, 304 S/S	1	\$ 236.00	\$ 236.00
20-07-020R	Mud Flaps - Rear, Rubber	1	\$ 83.00	\$ 83.00
20-18-010S	Cab Handrails & Grab Handles - S/S, Knurled, MII	1	\$ 209.00	\$ 209.00
20-18-120S	Grab Rail - Additional, 8", S/S, Knurled (Ea)	2	\$ 58.00	\$ 116.00
20-25-4091	Overhead Dash Open Angle Limiting Strap, Marauder Only	1	\$ 91.00	\$ 91.00
20-25-4120	Officer's Dash - Includes MDT-Laptop Pocket (NA for Attacker/Capi	1	\$ 65.00	\$ 65.00
20-25-500B	Sun Visors - (2) Vinyl, Padded, Black	1	\$ 108.00	\$ 108.00
20-25-6010	Cup Holder - Black Line-X Finish (Ea)	2	\$ 70.00	\$ 140.00
21-12-700D	Seat Belt - Driver's, 3 Point, Vertically Adjustable	1	\$ 57.00	\$ 57.00
21-07-043O	Seat Riser/Compt - Officer, 10.5" High, Short Depth, Marauder	1	\$ 232.00	\$ 232.00
21-12-701D	Seat Belt - Officer's, 3 Point, Vertically Adjustable	1	\$ 57.00	\$ 57.00
21-12-704D	Seat Belts - Inboard, Forward Facing, 3 Point, Vertically Adjustable (	2	\$ 159.00	\$ 318.00
21-12-7700	Upholstery - Seat, Bostrom, Durawear™Plus Black (Ea)	6	\$ 50.00	\$ 300.00
21-23-2716	Crew Heater Master Switch, Marauder	1	\$ 84.00	\$ 84.00
22-03-14SF	Outlet Box w/ USB - on Engine Tunnel, with Black LINE-X Finish	1	\$ 274.00	\$ 274.00
22-11-5100	Battery Mats - Turtle Tile, Non-Corrosive	1	\$ 20.00	\$ 20.00
23-02-9300	Cab Side Direct Lights - Double Faced, Britax, LED	1	\$ 40.00	\$ 40.00
23-04-0008	Front Hose Bed/Storage Floodlight - TecNiq E10 LED (Ea)	3	\$ 161.00	\$ 483.00
23-04-009B	Front Hose Bed/Storage Light(s) Activate w Pump Panel Lights	3	\$ 94.00	\$ 282.00
23-04-042B	Rear Spot/Floodlights - (2) HiViz FT-WL3500-FT-B LED, Black, Ca	1	\$ 550.00	\$ 550.00
23-05-2055	Ground Lights - Illuminating as Side Directionals, Requires INTELE2	1	\$ 250.00	\$ 250.00

23-05-2065	Ground Lights - Illuminating When in Reverse, Req INTELEX™PL	1	\$ 250.00	\$ 250.00
23-05-3185	Work Light - Open Bin, TecNiq E10 LED (Ea)	1	\$ 169.00	\$ 169.00
26-00-0110	Air Horn Selector Switch	1	\$ 46.00	\$ 46.00
26-15-7015	Foot Switch Shall be Deactivated When the Parking Brake is Set	1	\$ 83.00	\$ 83.00
26-15-7210	Siren/Horn Selector Switch	1	\$ 69.00	\$ 69.00
30-00-SL2A	Operator Stand - 48", Side Ctrl, S/S, w/ (2) 1.75" Low Crosslay Beds	1	\$ 1,860.00	\$ 1,860.00
30-12-2010	Crosslay ATP Cover - Yellow Perimeter Line	1	\$ 61.00	\$ 61.00
31-01-2110	Pump Piping - S/S Pipe, Discharge Manifold and HP Hose, Hydrotest	1	\$ 2,829.00	\$ 2,829.00
31-02-0160	Valves - Waterous / Akron	1	\$ 35,091.00	\$ 35,091.00
31-02-1215	Air Horn Rocker Switch - On Pump Panel	1	\$ 180.00	\$ 180.00
34-85-0120	Plug & Chain - RS Auxiliary Gated Inlet, 2.5" NST, Chrome Plated (Ea)	1	\$ 46.00	\$ 46.00
34-85-035Z	Cap & Cable - Front Inlet, 5" Storz, Anodized	1	\$ 73.00	\$ 73.00
34-85-0252	Cap & Cable - Rear Inlet, 5" Storz, Anodized	1	\$ 73.00	\$ 73.00
34-85-2090	Cap & Chain - RS Discharge, 5" Storz, Anodized (Ea)	1	\$ 73.00	\$ 73.00
34-85-2210	Adapter - LS Rear Discharge, 2.5" NST, Chrome Plated (Ea)	1	\$ 40.00	\$ 40.00
34-85-2214	Elbow - LS Rear Discharge, 2.5" NST, 45 Degree Chrome Plated (Ea)	1	\$ 96.00	\$ 96.00
35-70-7300	Reel Rewind Switch - Driver's Side Foot Operated (IATS)	1	\$ 45.00	\$ 45.00
37-31-501A	ATP Cover on Water Tank - Yellow Perimeter Marking	1	\$ 86.00	\$ 86.00
37-31-5005	Vent Overflow Pipe-Hose Extension	1	\$ 45.00	\$ 45.00
45-10-2225	LS Compts - Short SS 36"H Lo, 22.5/64/50.5, 28" Extended, Hinged	1	\$ 6,005.00	\$ 6,005.00
45-20-2825	RS Compts - Short SS 36"H Lo, 22.5/64/50.5, 28" Extended, Hinged	1	\$ 1,647.00	\$ 1,647.00
45-20-3899	High Rise Storage Rack	2	\$ 1,813.00	\$ 3,626.00
45-65-020X	Rear Hosebed Discharge Platform(s)	2	\$ 1,780.00	\$ 3,560.00
91-01-6300	Finish - Roll Out Tray, DA Outside Edge (Ea)	4	\$ 25.00	\$ 100.00
71-0W-AP2W	Cab 12V Frt Brow Mt Light - Whelen PFH2 w/ PBHSEAGR Mt, Wh	1	\$ 1,316.00	\$ 1,316.00
71-AW-AP2W	Cab Back 12V Telescopic Light - Whelen PFH2P, White w/ 3000 Bo	2	\$ 2,350.00	\$ 4,700.00
90-00-010A	Ground Ladders - Pumpers, Alco-Lite, 48'	1	\$ 993.00	\$ 993.00
90-00-94C6	Ladder - Step, Little Giant Defender M17, Aluminum (Ea)	1	\$ 513.00	\$ 513.00
90-00-9690	Ladder Bracket Nylon Wear Strips	1	\$ 51.00	\$ 51.00
90-05-5000	Roof Hook - 6', Fire Hooks "NY" #RH-6 with Steel Handle (Ea)	2	\$ 106.00	\$ 212.00
90-05-4600	Pike Pole - 8' Fire Hooks APH-8 with Solid Fiberglass Handle (Ea)	1	\$ 49.00	\$ 49.00
90-05-6550	Pike Pole Mounting - Aluminum Tube (Ea)	3	\$ 213.00	\$ 639.00
	Dealer Furnished Items	1	\$ 16,000.00	\$ 16,000.00
	Total Unpublished Options			\$ 86,378.00



RESOLUTION NO. 2019-217

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

RESOLUTION AUTHORIZING THE PURCHASE OF VARIOUS IT EQUIPMENT

WHEREAS, the City has a need to purchase IT Equipment for the Police Department;
and

WHEREAS, the City has obtained the attached:

- Dell Marketing, LP in the amount of \$8,976.06. off of NJ State Contract #A89967, Dell Contract WN23AGW
- Dell Marketing, LP in the amount of \$1,892.50 off of NJ State Contract #A89967, Dell Contract WN23AGW
- Dell Marketing, LP in the amount of \$158.98 off of NJ State Contract #A89967, Dell Contract WN23AGW

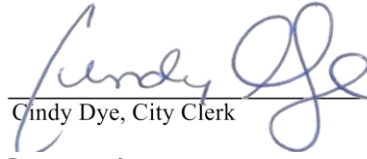
WHEREAS, the City of Asbury Park is desirous of awarding a contract of the purchase to the vendor listed above totaling of \$11,027.54; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts C-04-55-998-177-004. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the purchase of various IT equipment in the amount of \$11,027.54 and a copy of this Resolution shall be provided to the City Manager, CFO, Director of IT, and Director of Purchasing.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-217 which was finally adopted by the City Council at a meeting held on the 12th day of June, 2019

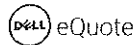
CERTIFIED BY ME THIS 13th DAY OF June, 2019.

A handwritten signature in blue ink, appearing to read "Cindy Dye", is written over a horizontal line.

Cindy Dye, City Clerk

6/13/2019

CINDY A. DYE
CITY CLERK



Shipping	\$3,495.54
Subtotal (\$2)	\$8,976.06
Estimated Shipping	\$0.00
Total	\$8,976.06

✓ You've successfully saved a new eQuote - #1021669059136

Details Billing Shipping Payment method

APPO Upgrade Part 2
Quote number 41021669059136
Created May 24, 2019
Expires July 23, 2019
Created by
Joe Dellaragione@cityofasburypark.com

Order contact
Joe Dellaragione, City of Asbury Park
Dell Contract Code WN23ACW
Customer agreement number: MNWNC-108/89967
Phone number (732) 775 2100
Additional
Joe Dellaragione@cityofasburypark.com
Billing Information
JOE DELLARAGIONE, CITY OF ASBURY PARK
1 MUNICIPAL PLAZA, ASBURY PARK, NJ, 07712 0000
Customer number: 459301
Phone number: (908) 775 2100
Additional
JOE DELLARAGIONE@CITYOFASBURY PARK.COM
Tax exemption
I am tax exempt

Shipping Information
JOE DELLARAGIONE, CITY OF ASBURY PARK
1 MUNICIPAL PLAZA, ASBURY PARK, NJ, 07712 0000
Phone number: (908) 775 2100
Additional
JOE DELLARAGIONE@CITYOFASBURY PARK.COM
Delivery method
FREE Standard Delivery
Trade compliance
No, I will not be exporting

Items	Quantity	Unit Price	Item total
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Bundle: OptiPlex 3050 Micro - Build your own



OptiPlex 3050 Micro - Build your own
Discounted unit price: \$899.88
Dell Contract Code: WN23ACW

6 \$1,323.36 \$7,940.16

Premier discount
Catalog Number 26 / xctoo3050mflusr \$2,540.88

Category	Description	Code	SKU	ID
OptiPlex 3050 Micro	OptiPlex 3050 Micro Form Factor XCTO	GH2TQVB	[210-APVS]	1
Processor	Intel® Core™ i5-7500T (QC/6MB/4T/2.7GHz/35 W), supports Windows 10/Linux	i57500T	[338-BKYQ]	146
Operating System(s)	Windows 10 Pro 64-bit English	10Pb4L	[619-AHCR]	11
Microsoft Office	No Productivity Software	NOPSV	[630-AAPK]	1002
Memory	8GB 1x8GB 2400MHz DDR4 Memory	8G1DRA	[370-ADJK]	3
Hard Drive	2.5" 256GB SATA Class 20 Solid State Drive	256SSD	[409-AHPQ]	8
Additional Hard Drive	No Additional Hard Drive	NADDMD	[461-AAWH]	637
Wireless	No Wireless	NOWRLS	[555-BBFO]	19
Driver	No Wireless	NOWRLS	[555-BBFO]	7
Serial Port/PS2 Adapter	VGA Adapter Card	VGAMFF	[382-BBDR]	698
Chassis Options	3050 MFF Adapter	CHASMP	[321-BCJS]	116
Keyboard	Black Dell KB216 Wired Keyboard (English)	US216B	[589-ADJC]	4
Mouse	Dell MS116 Wired Mouse	MS116B	[275-BBBW]	12
Cables and Dangles	NO ADAPTER	NOADPTR	[470-AAJL]	592
External Speakers	No External Speaker	NOESPK	[817-BBGC]	200995
Non-Microsoft Application Software	Windows 10	WIN10	[525-BBCL] [640-BBLW] [658-BBMM] [658-BBIB] [658-BCUV]	1003
Operating System Recovery Options	OS Windows Media Not Included	NOMEDIA	[620-AALV]	200013
E-Star	Energy Star	ESTAR	[387-BBLV]	122
FDA Module	No FDA	NOFGA	[817-BBBH]	572
Hard Drive Cables and Buckets	No Hard Drive Caddy	NOBRKT	[575-BBKX]	705
Canada Ship Options	US No Canada Ship Charge	USHONE	[332-12B6]	111
Packaging	Shipping Material for Micro System	SHIPDAO	[389-BBUU] [389-BRKN]	465
Computrace Offerings - Stoptrack Label	No Computrace	NCTRACE	[461-AABF]	697
Hard Drive Software	NO INTEL RESPONSIVE	NOINTR	[551-BBBJ]	707
Documentation/Disks	Safety/Environment and Regulatory Guide (English/French Multi-language)	EFDOC	[340-AGK]	21
Power Supply	65W AC Adapter	65WAC	[450-AEWN]	1015
TPM Security	Trusted Platform Module (TPM Enabled)	TPM	[329-BBJL]	297
Power Cord	US Power Cord	US110V	[450-ABED]	20
UPC Label	No UPC Label	NOUPC	[389-BCGW]	292
Optical Software	CMS Software not included	NOPDVD	[632-BBBJ]	597
Regulatory Label	Regulatory Label	REGMEX	[389-BROS]	676
Diagnostic CD / Diskette	No Diagnostic/Recovery CD media	NORDVD	[340-ABJH]	50
Processor Branding	LABEL INTEL C15, 6, SML	KC15SML	[389-BLSV]	749
Systems Management	No Out-of-Band Systems Management	NOVPRO	[631-ABFE]	49
Placemat	Documentation, English, French, Dell OptiPlex 3050	DOCENFR	[340-BKBS]	60

Category	Description	Code	SKU	ID
Transportation from ODM to region	Desktop MFF BTO Standard Shipment	GC4JF28	[8010-83BP]	2000000
FAA	No FAA	GU5A19Y	[340-ACQOQ]	97
Hardware Support Services	4 Years ProSupport with Next Business Day On Site Service	PIN4	[803-8583] [803-8647] [803-8703] [989-3449]	29

Grouped with your OptiPlex 3050 Micro - Build your own

	Dell USB SoundBar - AC511	6	\$34.99	\$209.94
	Discounted unit price: \$25.89 Dell Contract Code: W2N23ACW Manufacturer Part#: NCW95 Dell Part#: 318 2885			
	Premier discount			\$54.60
	Dell 24 Monitor - E2417H	6	\$169.99	\$1,019.94
	Discounted unit price: \$145.19 Dell Contract Code: W2N23ACW			
	Premier discount			\$142.80
	Catalog Number 26 / e2417hce			
	Category	Description	Code	SKU
	Dell E2417H 24 Monitor	Dell 24 Monitor - E2417H	E2417H	[210 ATVG]
	Hardware Support Services	3 Years Advanced Exchange Service	AE3Y	[814-9340] [814-9341]
	Dell OptiPlex Micro All-in-One Mount for E Series Monitors	6	\$49.99	\$299.94
	Discounted unit price: \$36.99 Dell Contract Code: W2N23ACW Manufacturer Part#: 1144H Dell Part#: 452-8CZU			
	Premier discount			\$78.60
				Bundle Total: \$6,653.70

	Dell USB Slim DVD±RW drive - DW316	6	\$59.99	\$359.94
	Discounted unit price: \$42.99			
	Dell Contact Code V4N29ACW			
	Manufacturer Part# M8BWNW			
	Dell Part# 429 AAUG			
	Printer discount		\$162.00	
				Item total: \$257.94

	4-port StarTech.com 4 Port Portable USB 3.0 Hub w/ Built-in Cable - Travel USB Hub - Hub - 4 x SuperSpeed USB 3.0 Discounted unit price: \$24.07 Dell Contract Code: VN23ACW Manufacturer Part#: ST430B4U-A Dell Part#: A924421B	6	\$27.99	\$167.94
Premier discount				\$23.52
				Item total: \$144.42

	Dell Memory Upgrade - 8GB - 2Rx8 DDR3L SODIMM 1600MHz Discounted unit price: \$120.00 Dell Contract Code: WN234CW Manufacturer Part#: SNPN2M640/8G Dell Part#: A7022339	16	\$153.99	\$2,467.84
Previous discount:			\$345.84	Item total: \$1,920.00

Ultrabook, Celeron Inside, Core Inside, Intel, Intel Logo, Intel Atom, Intel Atom Inside, Intel Core, Intel Inside, Intel Inside Logo, Intel i3, Intel i5, Intel i7, Intel i9, Intel Xeon, Intel Xeon Phi, Xeon Phi, Xeon Phi Inside and Intel Xeon Phi Inside are trademarks of Intel Corporation or its subsidiaries in the U.S. and/or other countries.

Some day shipments subject to order specifications. Del standard shipping methods and payment via credit card. Gift card or Del Business Credit. Notification will be provided if there are payment delays which could impact shipping date. Electronics and accessories may ship separately.

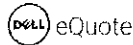
57-31 Selection. Limited quantities. Only available for orders placed by 5:00 p.m. CST. Minimum. Systems shipped the next business day after an order is placed. Subject to order approval. Software and accessories not part of the configuration may be in stock separately and may arrive after your system. Please note that Small Selection configuration pricing cannot be combined with other pricing offers or discounts awarded or agreed to by Dell. ** Orders with Custom Configuration Integration will require additional processing time.

*Debit Business Credit Offered to business customers by WebBank. Debt free DFC who determine qualifications for and terms of credit. Taxes, shipping and other charges allowed and any minimum monthly payments are the greater of \$15 or 3% of the new balance shown on the monthly billing statement. Debit and the Debit logo are trademarks of Debit Inc.

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*Subject is applicable in all countries

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Subtotal (2)	\$1,892.50
Estimated Shipping	\$0.00
Total	\$1,892.50

Details Billing Shipping Payment method

Shift Commander
Quote number # 1022828363559
Created May 28, 2019
Expires July 27, 2019
Created by
Joe.Dellaragione@cityofasburypark.com

Order contact
Joe Dellaragione, City of Asbury Park
Dell Contract Code: WN23ACW
Customer agreement number: MNWNC
108/89967
Phone number (732) 775 2100
Additional
Joe.Dellaragione@cityofasburypark.com

Billing information
JOE DELLARAGIONE, CITY OF ASBURY PARK
1 MUNICIPAL PLAZA, ASBURY PARK, NJ, 07712 0000
Customer number 459301
Phone number (908) 775 2100
Additional
JOE.DELLARAGIONE@CITYOFASBURY PARK.COM

Tax exemption
I am tax exempt

Shipping information
JOE DELLARAGIONE, CITY OF ASBURY PARK
1 MUNICIPAL PLAZA, ASBURY PARK, NJ, 07712 0000
Phone number (908) 775 2100
Additional
JOE.DELLARAGIONE@CITYOFASBURY PARK.COM

Delivery method
FREE Standard Delivery
Trade compliance
No, I will not be exporting

Items	Quantity	Unit Price	Item total
-------	----------	------------	------------

Bundle: Precision T3420 Small Form Factor - Build your own



Precision T3420 Small Form Factor - Build your own

Discounted unit price: \$1,871.51
Dell Contract Code: WN23ACW

Premier discount \$692.20
Catalog Number Z6 / xctop3420sfusfr

Category	Description	Code	SKU	ID
Precision Workstation T3420 SFF	Dell Precision Tower 3420 XCTO BASE	3420X	[210 AFLH]	1
Processor	6th Gen Intel® Core™ i7-6700 (Quad Core 3.40G Hz, 4.0Ghz Turbo, 8MB, w/ HD Graphics 530)	176700	[338 6IBN] [412 AAGQ]	146
Operating System	Windows 10 Pro 64bit English, French, Spanish	10P64M	[619 AHKN]	11
Microsoft Office	No Productivity Software	NOH5W	[630 AAPK]	1002
Dell Endpoint Security	No Dell Data Protection Endpoint Security Suite Software	NODDP	[634 6ENZ]	593
Video Card	Radeon™ Pro WX 2100, 2GB, DP, 2 mDP (Precision 3420)	WX2100	[490 BDVP]	6
Chassis Options	Dell Precision Tower 3420 Up to 92% efficient 2 40W Chassis, v2	K240PLM	[338 BLOM]	116
Memory	16GB 2x8GB DDR4 2400MHz UDIMM Non ECC	16G224N	[370 ADQM]	3
Systems Management	No Out-of-Band Systems Mgmt	NOVPRO	[631 AALJK]	49
Boot Hard Drive	2.5 512GB SATA Class 20 Solid State Drive	512G25	[400 AJVJ]	8
Additional Hard Drive	No Additional Hard Drive	NOAHDD	[401 AADF]	637
3rd Hard Drive	No Additional Hard Drive	NOAHDD	[401 AADF]	54
Storage Volume	No RAID Configuration over 2TB	NOGPT	[411 XKYD]	387
Hard Drive Configuration	C2 SATA / SSD 2.5, 1-2 HD	SFC2	[449 BBKL]	276
HDD Controller	Integrated Intel SATA Controller	HDC1RL	[403 BBCE]	9
Hard Drive RAID	No RAID	NORAI0	[331 4816]	1009
Keyboard	Dell KB216 Wired Keyboard English Black	U8216B	[580 ADJC]	4
Mouse	Dell MS116 Wired Mouse Black	MS116B	[275 BBWV]	12
Network Card	No Network Card (Integrated NIC Included)	NOHIC	[555 BBJ0]	13
Wireless	No Wireless	NOHIRE	[555 BBNG]	19
Thunderbolt Card	No Thunderbolt Add-in Card	NOH1B	[817 BBBC]	666
IEEE 1394	No Firewire Card	NO1394	[817 BBBC]	1309
SD Card Reader	No Internal SD Card Reader	NWSMCR	[385 BBBL]	10
Port/Adapter	No Serial Port/PS2 Adapter	NOADPT	[402 BBFF]	698
Optical Drive	8X Slimline DVD +/-RW drive	DVDRW	[429 AAVS]	16
Optical Software	CMS Essentials DVD no Media	CWBDN	[658 BBIV]	597
Power Cord	US Power Cord	PCUS	[450 AAFS]	20
Documentation	Safety/Environment and Regulatory Guide (English/French Multi-language)	EPDOC	[340 AGIK]	21
Placemat	Quick Reference Guide, Win 10	ENGGD10	[340 ATHM]	60
Resource DVD	Resource DVD not Included	NORDVD	[430 XKYU]	50
Operating System Recovery Options	OS Windows Media Not Included	NOMEDIA	[620 AALV]	200013
ENERGY STAR	No Energy Star	NOESTAR	[387 BBBE]	122
Packaging	Shipping and Handling	SHIP	[340 AEYV] [340 ARRM]	465
Driver	No Wireless LAN Card	NOHIRE	[555 BBNI]	7
UPC Label	No UPC Label	NOUPC	[389 BBCE]	292
Cables and Dangles	No Monitor Adapter	NOA-MDF	[817 BBBC]	592
Speakers and Soundbars	No External Speaker	NOEXSP	[570 AABF]	200095

Category	Description	Code	SKU	ID
Label	Tower 3420 Regulatory Label DAO	REG	[389-BH2C]	676
Hard Drive Software	No Intel Technology enabled	NOIPF	[401-BBICF]	707
Processor Branding	LABELINTEL,C17.6,SML	C17SML	[389-WHIGI]	749
Stands and Mounts	No Stand	NDS1ND	[575-BBCH]	558
Non-Microsoft Application Software	Windows 10	WIN10	[525-BBCL] [640-ABVLV] [658-BBMMQ] [658-BBMM] [658-BBMMH] [658-BBMMV]	1003
Monitors	DEB 24 Monitor E2417H	E2417H	[860-8BG0]	496
Hardware Support Services	4 Years ProSupport with Next Business Day Onsite Service	PN4	[980-3449] [997-2808] [997-2937] [997-6783]	29
Canada Ship Options	Non Canada orders only	USNONE	[332-1286]	111

Grouped with your Precision T3420 Small Form Factor • Build your own



Dell USB SoundBar - AC511
 Discounted unit price \$20.99
 Dell Contract Code: WM23ACW
 Manufacturer Part#: NCW95
 Dell Part#: 318 2885

Premier discount

514 Ditt

Bundled Total: \$1,892.50

Savings \$706.20

Subtotal (2): \$1,892.50

Σαυλ, οὐκ ἔστι
Σαουλ, οὐκ ἔστι

Subtotal (2)	\$1,692.50
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Estimated Shipping	\$0.00
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Total	\$1,892.50
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Some day sh arent subject to order size limitations. Our standard shipping methods and payment via credit card, gift card or Debit/Net Credit Application will be provided if there are payment delays we can't control. We could impact shipping date. Electronics and accessories may ship separately.

Smart Selection Limited quantities: Only available for orders placed by 5:59 p.m. CT Mon - Thurs. Systems shipped the next business day after an order is placed. Subject to order approval. Software and accessories not part of the configuration will be shipped separately and may arrive after your system. Please note that Smart Selection Configuration pricing cannot be combined with other pricing offers or discounts provided or agreed to by Dell. ** Orders with Custom Factory Integral components might require additional processing time.

***Dell Business Credit** Offered to business customers by WebBank, Member FDIC, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of the new balance shown on the monthly billing statement. Dell and the Dell logo are trademarks of Dell Inc.

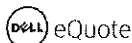
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¹Subject to applicable law and regulations.

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Cookre Consent

Attachment: DELL MARKETING SHIFT COMMANDER (2019-217 : Authorizing the Purchase of Various IT Equipment)



Shipping	\$25.00
Subtotal (12)	\$158.98
Estimated Shipping	\$0.00
Total	\$158.98

Details

APD Dell Accessories
Quote number # 1021487821477
Created May 28, 2019
Expires July 27, 2019
Created by
Joe Dellara joe.dellara@cityofasburyark.com

Billing

Order contact

Joe Dellaragione, City of Ashbury Park
Dell Contract Code: W123ACW
Customer agreement number: MNWNC-
108/89967
Phone number: (732) 775-2100
Additional:
Joe.Dellaragione@cityofashburypark.com

Billing information

JOE DELLARAGIONE, CITY OF ASBURY
PARK
1 MUNICIPAL PLAZA, ASBURY PARK, N.J.
07717 0000
Customer number 459301
Phone number (908) 275-2100
Additional
JOE.DELLARAGIONE@CITYOFASBURY.PARK.COM

Tax exemption

I am tax exempt

Shipping

Shipping information

JOE DELLAR@GIONE, CITY OF ASBURY
PARK
1 MUNICIPAL PLAZA, ASBURY PARK, NJ,
07712-0000
Phone number (908) 775-2100
Additional:
JOE.DELLAR@GIONE@CITYOFASBURY.PARK.COM

Delivery method

FREE Standard Delivery

Trade compliance

No, I will not be exporting

Payment method

Items	Quantity	Unit Price	Item total
 StarTech.com USB 3.0 External Flash Memory Card Reader - Card reader (Multi-Format) - USB 3.0 Discounted unit price: \$11.17 Dell Contract Code: WN23ACW Manufacturer Part#: FCREADMICRO3 Dell Part#: A7088115 Premier discount	5	\$12.99	\$64.95
			\$9.10
			Item total: \$55.85
 C2G 1m USB Extension Cable - USB 2.0 A to A - Male to Female - Black 3ft - USB extension cable - 3.3 ft Discounted unit price: \$3.43 Dell Contract Code: VN23ACW Manufacturer Part#: 52105 Dell Part#: A7011272 Premier discount	5	\$3.99	\$19.95
			\$2.80
			Item total: \$17.15
 Dell USB Slim DVD±RW drive - DW315 Discounted unit price: \$42.99 Dell Contract Code: WN23ACW Manufacturer Part#: MBWNW Dell Part#: 429-AAUQ Premier discount	2	\$59.99	\$119.98
			\$14.00
			Item total: \$85.98
			Savings: \$45.90
			Subtotal (12): \$158.98
			\$45.10
			Subtotal (12): \$158.98
			Estimated Shipping: \$8.00
			Total: \$168.98

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Same day shipment subject to order size limitations. Dell standard shipping methods and payment via credit card, gift card or Dell Business Credit. Notification will be provided if there are payment delays which could impact shipping date. Electronics and accessories may ship separately.

Smart Selection on limited quantities. Only available for orders placed by 5:59 p.m. CT Mon - Thurs. Systems shipped the next business day after an order is placed. Subject to order approval. Software and accessories not part of the configuration will be shipped separately and may arrive after your system. Please note that Smart Selection Configuration pricing cannot be combined with other pricing offers or discounts not paid or agreed to by client. ** Orders with Custom Ecology Integration will require an additional processing time.

*Del'Business Credit. Offered to business customers by WebBank. Member FDIC who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of the new balance shown on the monthly billing statement. Del and the Del logo are trademarks of Del'Inc.

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Subject to applicable law and regulations

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Cookie Consent



RESOLUTION NO. 2019-218

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

RESOLUTION AUTHORIZING THE PURCHASE OF THREE POLICE CARS

WHEREAS, the City has a need to three police cars within the Police Department; and

WHEREAS, the City has obtained the attached quotes totaling \$161,141.46

- 2018 Police Interceptor from Winner Ford off of N.J. State Contract #88728 totaling \$120,981.00
- Wireless for installation of the Mobile Data Terminal (MDT) and appropriate racking in the amount of \$16,042.12 off of NJ NASPO Panasonic Contract #89980; and
- Wireless for the installation of the Arbitrator System (dashboard camera) in the amount of \$13,227.82 off of NJ NASPO Panasonic Contract #89980
- MAACO in the amount of \$1,520.00 to refinish all doors
- Signs -Sealed & Delivered in the amount of \$750.00 for lettering
- Barcodes in the amount of \$3,012.20 for License Plate Readers
- Stalker Radar in the amount of \$6,477.00 for radars approved and certified by the State of NJ Courts
- Lawmen Supply in the amount of \$1,130.00 for rack systems
- Motorola c/o Allcomm in the amount of \$4,884.00 off of NJ State Contract #83909 for radios

WHEREAS, the City of Asbury Park is desirous of awarding the purchases to the vendors in an amount listed above; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account: C-04-55-998-177-003. The maximum amount of the pending contract is as stated in the resolution.

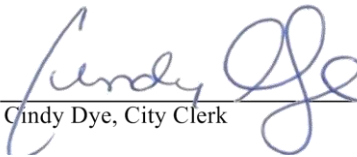
NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorizes the purchases outlined in this Resolution for a total amount of \$168,024.14; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that a copy of this Resolution

be provided to the CFO, City Manager, Police Chief and the Director of Purchasing.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-218 which was finally adopted by the City Council at a meeting held on the 12th day of June, 2019

CERTIFIED BY ME THIS 13th DAY OF June, 2019.

A handwritten signature in blue ink, appearing to read "Cindy Dye", is written over a horizontal line.

Cindy Dye, City Clerk

6/13/2019

CINDY A. DYE
CITY CLERK

POLICE VEHICLES
C-04-55-998-177-003

3.H.10.a

Winner Ford	\$	120,981.00
Wireless	\$	16,042.12
Wireless	\$	13,227.82
Signs Sealed & Delivered	\$	750.00
Maaco	\$	1,520.00
Barcodes	\$	3,012.20
Stalker Radar	\$	6,477.00
Lawmen Supply	\$	1,130.00
Motorola c/o Allcomm	\$	4,884.00

TOTAL \$ 168,024.14

Attachment: POLICE VEHICLE QUOTES (2019-218 : Authorizing the purchase of three police cars)



Linda Hoffman
856-21-0759 Phone
856-488-1915 Fax
lhoffman@winnerford.com
N.J. Contract # 88728

2020 Ford Utility Interceptor Base Vehicle	Marked	30344.00
• 99B 3.3L V6 Engine • 44U 10 Speed Auto Transmission • Heavy Duty Rubber Floor • Cloth Front Bucket/Vinyl Rear Seat • Power Windows/Locks/Mirrors • Air Conditioning • AM/FM Stereo • Tilt Steering • Rear Window Defroster • Headlamps Prep Pkg. • SYNC • Ford Telematics, includes Modem & 2 Year Trial Subscription • 43D Courtesy Lamps Disable • 60R Radio Noise Suppression • 59B Keyed Alike • 68G Rear Door Locks & Windows Inoperative • 87R Back up Camera Rearview Mirror Display • 17T Cargo Area Red/Clear Dome 5" • 86T Tail Light Prep Pkg. • 51T Drivers Side LED Spotlight • 549 Power Heated Mirrors • 18D Global lock/unlock feature • 60A Pre-Wiring for grille LED lights, siren and speaker • EAI53 80 Amp Power Source		
Total		31612.00

Attachment: POLICE VEHICLE QUOTES (2019-218 : Authorizing the purchase of three police cars)



Linda Hoffman
 856-21-0759 Phone
 856-488-1915 Fax
lhoffman@winnerford.com

Marked Police Interceptor	10400.00
Whelen Duo Liberty All LED Light Bar	
Red/Blue & all white front	
Red/Blue & all amber rear	
2 IONs in Headlights	
2 LED Vertex in Reverse Lights	
EAI Pro Switch Box with Slider Control	
HF100 Siren with Speaker and Bracket	
Havis Vehicle Specific Console	
w/ arm rest, cup holder, mic clip	
Prisoner Partition	
Rear Partition	
Lift Gate Mounted LED's Red/Blue	
Prisoner Seat and Pan	
Window bars	
Push Bumper with Front and Side Lights	
COMPLETE COST OF 1 VEHICLE:	42012.00
COMPLETE COST OF 2 VEHICLES:	84024.00



Linda Hoffman
856-21-0759 Phone
856-488-1915 Fax
lhoffman@winnerford.com
N.J. Contract # 88728

2020 Ford Utility Interceptor Base Vehicle	Unmarked	30344.00
• 99B 3.3L V6 Engine • 44U 10 Speed Auto Transmission • Heavy Duty Rubber Floor • Cloth Front Bucket/Vinyl Rear Seat • Power Windows/Locks/Mirrors • Air Conditioning • AM/FM Stereo • Tilt Steering • Rear Window Defroster • Headlamps Prep Pkg. • SYNC • Ford Telematics, includes Modem & 2 Year Trial Subscription • 60R Radio Noise Suppression • 17T Cargo Area Red/Clear Dome 5" • 86T Tail Light Prep Pkg. • 549 Power Heated Mirrors • 18D Global lock/unlock feature • 60A Pre-Wiring for grille LED lights, siren and speaker • 65U Interior Upgrade Package • 64E 18" Painted Aluminum Wheels • 88F Cloth Rear Seat • 87P Passenger Power Seat • 55B BLIS Blind Spot Monitoring System • 76R Reverse Sensing System • Remote Start/Keyless Entry • EA153 80 Amp Power Source		
Total		33562.00

Attachment: POLICE VEHICLE QUOTES (2019-218 : Authorizing the purchase of three police cars)



Linda Hoffman
 856-21-0759 Phone
 856-488-1915 Fax
lhoffman@winnerford.com
 N.J. Contract # 88728

Chief Police Interceptor	3395.00
ION's Headlight Hsg.	
Rear Corner LED Vertex	
Windshield Mounted Split Talon Red/Blue	
HHS2100 Siren, Switch Controller and Speaker	
Lift Gate Mounted LED's Red/Blue	
 COMPLETE COST OF VEHICLE:	 36957.00
 COMPLETE COST OF ALL VEHICLES:	 120981.00

Attachment: POLICE VEHICLE QUOTES (2019-218 : Authorizing the purchase of three police cars)

153 Cooper Road
West Berlin, NJ 08091

Proposal

Name **Asbury Park Police**
Address **One Municipal Plaza**
City, St. Zip **Asbury Park, NJ 07712**
Attention **Kirby Vargas**

Date 5/20/2019
DSM Rich Goldberg
rgoldberg@wirelessce.com
Quote # Q052019

ITEM	MODEL/DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
8	Panasonic CF-33 Tablet , Includes: Win10 (Pro), i5-7300U, 2.6 GHz, 12.0" Touch * Digitizer, 256 GB SSD, 8GB Ram, WiFi a/b/g/n/ac, Bluetooth, Dual Pass, LTE 4G, Camera and 3 Year Preferred Warranty MSRP \$3,749.00 Model # CF-33LEHAAVM	2	\$ 3,149.16	\$ 6,298.32
9	Havis Charge Guard Timing Device MSRP \$99.00. Model # CF-H-CG-X	2	\$ 88.11	\$ 176.22
10	Havis 2020 Ford Interceptor SUV In-dash Mount MSRP \$ 439.00 Model # C-DMM-3001	2	\$ 390.71	\$ 781.42
11	Havis Keyboard with Arm/Mount MSRP \$ 746.37 Model # PKG-KBM-101	2	\$ 535.08	\$ 1,070.16
12	Havis CF-33 Tablet Docking Station w/power supply MSRP \$1,284.82 Model # DS-PAN-1202-2	2	\$ 890.00	\$ 1,780.00
13	Sharkfin 6-in-1 Black Roof Mount Antennas MSRP \$365.00 Model # 6001129	2	\$ 299.00	\$ 598.00
14	Sierra Wireless MP70 Firstnet Ready Router MSRP \$899.00 Model # 1104073	2	\$ 829.00	\$ 1,658.00
15	Cat5 25' Cable MSRP \$ 20.00 Model # 943972	2	\$ 15.00	\$ 30.00
15	Installation of computer mounting hardware, modem, Arbitrator, radio and shotgun rack.	2	\$ 1,825.00	\$ 3,650.00
	NJ NASPO Contract # 89980			
	16% Off Rugged			
	11% Off Accessories			
	0% Off Services			

Terms: net/30 upon receipt of invoice
 Ship Quote: 6-8 weeks from receipt of order
 Shipping: F.O.B. Ship Pt
 Quote: Valid for 30 days

Page 2 Total \$ 16,042.12

SHIPPING	N/C
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TOTAL SALE	\$	16,042.12
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Phone: 856-768-4310 Fax: 856-753-9290

Attachment: POLICE VEHICLE QUOTES (2019-218 : Authorizing the purchase of three police cars)

Proposal

Date 5/20/2019
DSM Rich Goldberg
rgoldberg@wirelessce.com
Quote # Q052019

ITEM	MODEL/DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Arbitrator 360 HD Kit 256 GB SSD MSRP \$6,295.00 Model # ARB-KIT-HD	2	\$ 5,025.00	\$ 10,050.00
2	Arbitrator 2.4 GHz mic MRSP \$690.00 Model # ARB-M24	2	\$ 600.00	\$ 1,200.00
3	Arbitrator Dual Wi-Fi Black Antenna MSRP \$150.00 Model # ARB-AP-CCG-Q-S222-BL	2	\$ 133.50	\$ 267.00
4	Arbitrator HD Back Seat Camera MSRP \$479.00 Model # ARB-VC31	2	\$ 426.31	\$ 852.62
5	Camera/Siren Interface MSRP \$75.00 Model # CS-I	2	\$ 60.00	\$ 120.00
6	Panasonic G-Force Crash Sensor MSRP \$ 299.00 Model # TGS-3DP	2	\$ 269.10	\$ 538.20
7	1 Year Arb. Software Maintenance/Support MSRP \$100.00 (no discount) Model # ARB-SOFBUN1	2	\$ 100.00	\$ 200.00
	NJ NASPO Contract # 89980			
	16% Off Rugged			
	11% Off Accessories			
	0% Off Services			

Page 1 Total	\$	13,227.82
Page 2 Total	\$	16,042.12
SHIPPING		N/C

TOTAL INVESTMENT	\$	29,269.94
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Packet Pg. 130

**ASBURY PARK POLICE
GAGLIANO, CARMEN
2020 FORD EXPLORER 4 DR SUV**

Estimator: Scott Ostrowski
Email: ZMMAACO@GMAIL.COM

63538-1

Estimated 5/20/2019



#MAACOVER www.maaco.com
LIC # 00955A
Store # m2040
1101 State Route 33
Neptune, NJ 07753
Phone # (732) 774-5771
Fax # (732) 774-5735

ASBURY PARK POLICE
1 MUNICIPAL PLAZA
ASBURY PARK, NJ
Phone 1 (732) 502-4596 Work
Phone 2 (732) 775-3607 Other
Phone 3 (732) 774-1300
Email carmen.gagliano@cityofasburypark.c

2020 FORD EXPLORER 4 DR SUV
Lic:
VIN: 33333 Color:
Mileage In:
Paint Code

ESTIMATE

Maaco Collision Repair & Auto Painting Centers are Licensed by Maaco Franchising, Inc. and are privately owned and operated

Operation	Description	Type	Part #	Code	Qty	Amount	Units	Spot Refinish	Price
Refinish	4 DOORS Note: REFINISH 4 DOORS EXTERIOR WHITE							10.00	480.00
Remove/Install	ON DOORS Note: HANDELS BELT MOULDINGS			BL			4.00		200.00
Repair									
	Body Materials			BM	0.27	\$54.00			
	Paint Materials			PM	10.00	\$280.00			
	Hazardous Waste			NS	1.00	\$15.00			

Remarks

No other Body Work Wanted Sand/Seal
Minor Imperfections will Show
No Guarantee on Rust
No Refunds on Ordered Parts

Trim Removal provides Maaco's Limited Lifetime Warranty
Any areas masked off are covered by a Maaco Prorated warranty
1 Year Full
2 Year prorated

Item	Description	Code	Qty	Each	Price	Savings	Total
Paint	Refinish Labor	RL	10.00	\$48.00	\$480.00	\$30.00	\$450.00
Supplies-Paint	Paint Materials	PM		\$0.00	\$280.00	\$180.00	\$100.00
Supplies-Body Shop	Body Materials	BM		\$0.00	\$54.00	\$49.00	\$5.00
Body Shop	Body Labor	BL	4.00	\$50.00	\$200.00		\$200.00
Sublet	NonTaxable Sublet	NS		\$0.00	\$15.00	\$10.00	\$5.00
Subtotal					\$1029.00	\$269.00	\$760.00
Sales Tax					\$0.00		\$0.00
Estimate Total					\$1029.00		\$760.00

Date: 5/20/2019

Time: 8:40 AM

Page 1 of 1



#MAACOVER www.maaco.com
LIC # 00955A

Store # m2040

1101 State Route 33

Neptune, NJ 07753

Phone # (732) 774-5771

Fax # (732) 774-5735

**ASBURY PARK POLICE
GAGLIANO, CARMEN
2020 FORD EXPLORER 4 DR SUV**

Estimator: Scott Ostrowski

Email: ZMMAACO@GMAIL.COM

63538-1

Estimated: 5/20/2019

ASBURY PARK POLICE

1 MUNICIPAL PLAZA

ASBURY PARK, NJ

Phone 1 (732) 502-4596 Work

Phone 2 (732) 775-3607 Other

Phone 3 (732) 774-1300

Email carmen.gagliano@cityofasburypark.c

2020 FORD EXPLORER 4 DR SUV

Lic:

VIN 33333

Color

Mileage In:

Paint Code

ESTIMATE

Maaco Collision Repair & Auto Painting Centers are Licensed by Maaco Franchising, Inc. and are privately owned and operated

Operation	Description	Type	Part #	Code	Qty	Amount	Units	Spot Refinish	Price
Refinish	4 DOORS Note: REFINISH 4 DOORS EXTERIOR WHITE							10.00	480.00
Remove/Install	ON DOORS Note: HANDELS BELT MOULDINGS			BL			4.00		200.00
Repair									
	Body Materials			BM	0.27	\$54.00			
	Paint Materials			PM	10.00	\$280.00			
	Hazardous Waste			NS	1.00	\$15.00			

Remarks

No other Body Work Wanted Sand/Seal
Minor Imperfections will Show
No Guarantee on Rust
No Refunds on Ordered Parts

Trim Removal provides Maaco's Limited Lifetime Warranty
Any areas masked off are covered by a Maaco Prorated warranty
1 Year Full
2 Year prorated

Item	Description	Code	Qty	Each	Price	Savings	Total
Paint	Refinish Labor	RL	10.00	\$48.00	\$480.00	\$30.00	\$450.00
Supplies-Paint	Paint Materials	PM		\$0.00	\$280.00	\$180.00	\$100.00
Supplies-Body Shop	Body Materials	BM		\$0.00	\$54.00	\$49.00	\$5.00
Body Shop	Body Labor	BL	4.00	\$50.00	\$200.00		\$200.00
Sublet	NonTaxable Sublet	NS		\$0.00	\$15.00	\$10.00	\$5.00
Subtotal					\$1029.00	\$269.00	\$760.00
Sales Tax					\$0.00		\$0.00
Estimate Total					\$1029.00		\$760.00

Date: 5/20/2019

Time: 8:40 AM

Page 1 of 1



121 Main Street
Bradley Beach, NJ 07720
732-775-7227

Sealed & Delivered

Estimate

Number	E370
Date	05/01/19

Bill To
City Of Asbury Park
Attn: Larry Tilton
One Municipal Plaza
Asbury Park NJ 07712

Ship To
City Of Asbury Park
Attn: Larry Tilton
One Municipal Plaza
Asbury Park NJ 07712

P.O. Number	Terms net 30	Sales Rep Peter	Sales Territory 502-5786	Code
-------------	-----------------	--------------------	-----------------------------	------

Quantity	Description	Unit Price	Amount
2	Lettering for APPD Ford Explorers - Installed Reflective white and black vinyl - Two sides and back Requested by Carmen Gagliano	375.00	750.00
TOTAL			\$750.00

Attachment: POLICE VEHICLE QUOTES (2019-218 : Authorizing the purchase of three police cars)



Quote

Account #: 580246
 Quote #: Q1290226
 Date: 5/22/2019

Please Remit To:
 PO Box 0776
 Chicago, IL 60690-0776
 1-800-351-9962

Ship To:
 ASBURY PARK POLICE DEPT
 ONE MUNICIPAL PLAZA
 ASBURY PARK NJ 07712
 United States

Bill To:
 ASBURY PARK POLICE DEPT
 ONE MUNICIPAL PLAZA
 ASBURY PARK NJ 07712
 United States

Sales Rep
 Joe Puschautz

Sales Rep Phone#
 (312) 582-4821

Sales Rep Email
jpuschautz@barcodesinc.com

Expires
 6/21/2019

Item Description	Item Price	Quantity	Item Total
ZQ520, 4" Mobile Direct thermal Printer, 203 dpi, Double-sided Tear bar, Bluetooth Interface, Apple iOS, Android, Windows Mobile and BlackBerry compatible, Charging Cables Not Included.	\$665.30	2	\$1,330.60
Service Contract - 3 year, Essential, Purchased within 30 days of Device, 3 Day TAT NA, MX, 5 DAY TAT ROW, ZQ510, ZQ520, 3 Years, Comprehensive	\$152.00	2	\$304.00
AIT, ACCESSORY, KIT, ACC VEHICLE CRADLE WITH USB LOCK, ZQ500 SERIES	\$101.30	2	\$202.60
Accessories, DC-DC VEHICLE ADAPTER OPEN ENDED 12-24V ZQ500 SERIES	\$35.00	2	\$70.00
AIT, ACCESSORY, KIT, ACCESSORY MICRO, USB, B TO USB, A, PLUG, 3.5M, ZQ500 SERIES, with 20AWG WIRES	\$17.50	2	\$35.00
Z-Perform 1000D 2.4 mil Receipt (10 year archivability), 4" x 100' Z-Perform 1000D 2.4 mil Receipt (10 year archivability) Paper, Direct thermal, 100' Per Roll, rolls/case/36, For use with Mobile Printers	\$60.00	2	\$120.00
M-260, 260, 2D BARCODE & MAGNETIC CARD READER IS REQUIRED FOR THE CABLE	\$475.00	2	\$950.00
Subtotal			\$3,012.20
Sales Tax			\$0.00
Shipping			\$0.00
Total			\$3,012.20

Price does not include shipping unless specified. Price Only Valid for quantity printed. Prices valid for 30 days from the day of quote.

BARCODES TRUESUPPORT AND SERVICES NOTICE:

The Customer acknowledges that if declining any of the quoted Barcode's TrueSupport or Barcode's Services (such as staging, kitting, and installation), they will be charged for ANY support that they require through Barcodes at our hourly rates. If Barcode's TrueSupport or Services options are not listed on this quotation, please inquire for pricing.

Phone: 1-800-351-9962 | Fax: 1 (312) 212-1800 | www.BarcodesInc.com



QUOTE

2028480

applied concepts, inc.

855 E. Collins Blvd
Richardson, TX 75081
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Page 1 of 1

Date: 05/09/19

Inside Sales Partner: Diane Satoren
972-801-4843

Reg Sales Mgr: Daniel Rinker
214-755-6324

Effective From : 05/09/2019

Valid Through: 08/07/2019

Lead Time: 21 working days

Bill To: City of Asbury Park One Municipal Plaza Asbury Park, NJ 07712	Customer ID: 018809 Accounts Payable	Ship To: Asbury Park Police Department One Municipal Plaza Asbury Park, NJ 07712-7026	FedEx Ground Sergeant Carmen Gagliano
--	---	---	--

Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	2	807-0001-00	DSR 2X Radar with Fast Lock Remote	36	\$3,045.00	\$6,090.00

Ln	Qty	Part Number	Description	Price	Ext Price
1	2	200-0965-20	2X Counting Unit, 1.5 PCB		\$0.00
2	2	200-0875-30	2X Modular Display, High Bright LEDs		\$0.00
3	2	200-1237-00	DSR Ka Antenna		\$0.00
4	2	200-1237-01	DSR Ka Antenna, Rear		\$0.00
5	2	200-0919-00	2X Fast Lock Remote w/Screw Latch		\$0.00
6	2	200-0769-00	25 MPH/40 KPH KA Tuning Fork		\$0.00
7	2	200-0770-00	40 MPH/64 KPH KA Tuning Fork		\$0.00
8	2	200-0648-00	Display Sun Shield		\$0.00
12	2	155-2055-08	Antenna Cable, 8 Ft		\$0.00
13	2	155-2055-20	Antenna Cable, 20 Ft		\$0.00
14	2	155-2283-70	CAN/VSS Cable with Voltage Detection		\$0.00
15	2	200-0619-00	2X Documentation Kit		\$0.00
16	2	035-0361-00	Shipping Container, Dash Mounted Radar		\$0.00
17	2	060-1000-36	36 Month Warranty		\$0.00
18	2	200-1062-00	2015-2019 FI SUV Dash Antenna Mount, Ka Band	\$74.00	\$148.00
19	2	200-1064-00	2015-2019 FI SUV Rear Antenna Mount, Ka Band	\$45.00	\$90.00
20	2	200-1065-00	2015-2019 Ford SUV/Sedan Dash Unit Mount	\$57.00	\$114.00
Group Total					\$6,442.00

Product	\$6,442.00	Sub-Total:	\$6,442.00
Discount	\$0.00	Sales Tax 0%	\$0.00
Payment Terms: Net 30 days		Shipping & Handling:	\$35.00
		Total: USD	\$6,477.00

CO*

This Quote or Purchase Order is subject in all respects to the Terms and Conditions detailed at the back of this document. These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these Terms and Conditions carefully before proceeding.

Attachment: POLICE VEHICLE QUOTES (2019-218 : Authorizing the purchase of three police cars)

Quote

LAWMEN

SUPPLY COMPANY

7150 Airport Highway
Pennsauken, NJ 08109
856-488-4499

Date 05/22/2019
Quote # QT1267953
Expires 06/21/2019
Sales Rep Lauk, Michael J
PO #
Shipping Method FedEx Ground
Shipping Code (2)

Bill To

Asbury Park City
#1 Municipal Plaza
Asbury Park NJ 07712
United States

Ship To

Asbury Park City
#1 Municipal Plaza
Asbury Park NJ 07712
United States

BIG SKY RACKS ELS 275-B #5 ...	ELS 275-B #5 FP Custom BIG SKY RACKS AR-15 style rifle in 2018 and 2019 Ford Explorers. Override Choice decision needs to be made ELS-FP KIT-275-5	2	285.00	570.00
ELS-220-A-RB	ELS Series Rack Systems AR15 (no optics), Remington 11-87, 870 W/Sure Fire Lig-Handcuff key override W/pistol grip	2	260.00	520.00

	Subtotal	1,090.00
Shipping Cost (FedEx Ground)		40.00
	Total	\$1,130.00

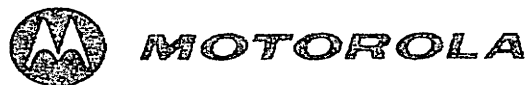
This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1267953



Asbury Park Police

VENDOR: MOTOROLA Care of Allcomm
5105 Route 34
Farmingdale, NJ 07727

PHONE: 732-919-1144
FAX: 732-919-1411

NJ State Contract 83909

Commodity Code	Line Number	Qty	Model Number	Description	Unit Price	Discount %	Extended Total
				APX 4500 Mobile			
726-88-085633	3	2	M22SSS9PW1	APX 4500 Mobile	\$ 1,099.00	25%	\$ 1,648.50
726-88-085633	3	2	Q811	ADD: SOFTWARE P25 CONVENTIONAL	\$ 650.00	25%	\$ 975.00
726-88-085633	3	2	G442	ADD: 02 CONTROL HEAD	\$ 492.00	25%	\$ 738.00
726-88-085633	3	2	G444	ADD: CONTROL HEAD SOFTWARE	\$ -	25%	\$ -
726-88-085633	3	2	G66	ADD: DASH MOUNT	\$ 125.00	25%	\$ 187.50
726-88-085633	3	2	G490	ADD: ANT 1/4 WAVE 470-512 MHZ	\$ 14.00	25%	\$ 21.00
726-88-085633	3	2	W22	ADD: PALM MICROPHONE	\$ 72.00	25%	\$ 108.00
726-88-085633	3	2	B18	ADD: AUXILARY SPKR SPECTRA 5W	\$ 60.00	25%	\$ 90.00
920-46-085647	28	2	Q887	ENH:4 YEAR REPAIR SERVICE ADVANTAGE	\$ 246.00	0%	\$ 492.00
Schedule A		2		PROGRAMMING	\$ 84.00	0%	\$ 168.00
Schedule A		2		Installation of FRONT MOUNT at shop with basic removal of existing radio	\$ 228.00	0%	\$ 456.00
				Total			\$ 4,884.00

Attachment: POLICE VEHICLE QUOTES (2019-218 : Authorizing the purchase of three police cars)



RESOLUTION NO. 2019-219

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

RESOLUTION AUTHORIZING THE PURCHASE OF AN ATV FOR THE BEACH DEPARTMENT

WHEREAS, the City has a need to purchase an ATV for the Beach Department; and

WHEREAS, the City has solicited and obtained two quotes from Stumpy's Yamaha and Flemington Circle; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract for this purchase to Stumpy's Yamaha in an amount of \$11,904.00; and

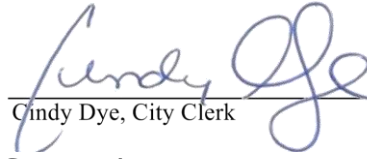
WHEREAS, the City of Asbury Park has adopted Resolution #2019-178 identifying the 2019 Menu Items as per the SDA and the reimbursement or purchase of an ATV for \$11,000.00 is included; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the Beach Operating Budget. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the purchase of an ATV for the Beach Department in the amount of \$11,904.00 and a copy of this Resolution shall be provided to the City Manager, CFO, Superintendent of Public Works and Director of Purchasing.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-219 which was finally adopted by the City Council at a meeting held on the 12th day of June, 2019

CERTIFIED BY ME THIS 13th DAY OF June, 2019.

A handwritten signature in blue ink, appearing to read "Cindy Dye", is written over a horizontal line.

Cindy Dye, City Clerk

6/13/2019

CINDY A. DYE
CITY CLERK

From: John [john@stumpys.com]
Sent: Wednesday, March 13, 2019 11:13 AM
To: jjbabonj@optonline.net
Subject: 2019 yamaha viking EPS beach quote

Joe,

The 2019 Viking EPS in RED with the SUN TOP will be available to ship in JUNE and would cost \$11904

Hours: Saturday 9-5, Tuesday & Friday 10-6, wednesday& Thursday 10-7
Closed Sunday & Monday

Sincerely
John Wehrle

Stumpy's Yamaha, KTM, ALTA Motors, SSR Motorsports

1207 rt 35, Neptune, NJ, 07753
www.stumpys.com
732-776-5514
john@stumpys.com

Attachment: BEACH ATV QUOTES (2019-219 : Authorizing the Purchase of an ATV for the Beach Department)

 Flemington Circle 300 Route 202, Flemington, NJ (908) 237-0099					
Prepared by		Ecar Deals America Inc			
Address		300 Route 202, Flemington NJ			
Contact Name		Matt Freitas			
Contact Number		(908)-237-0099			
Contact E-mail		matt@xtremepowersports.com			
Whole Good Item #	QTY	Description			Price
YXM70VPXKR	1	2019 Red Viking EPS With Suntop			\$11,999.00
		Subtotal			\$11,999.00
Accessory Item #	QTY	Description			Price
		Install Time	Rate	Accessory Subtotal	\$0.00
		0.00	\$115.00	Installation	\$0.00
		Total			\$11,999.00

Attachment: BEACH ATV QUOTES (2019-219 : Authorizing the Purchase of an ATV for the Beach Department)

**RESOLUTION NO. 2019-178**

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

**RESOLUTION IDENTIFYING OF MENU ITEMS AS PER THE SUBSEQUENT
DEVELOPER AGREEMENT BETWEEN THE CITY OF ASBURY PARK, MADISON
ASBURY RETAIL LLC, AND ASBURY PARTNERS**

WHEREAS, Section 4.01(i) of the Subsequent Developer Agreement (SDA) between the City of Asbury Park, Madison Asbury Retail LLC and Asbury Partners authorizes funding for the City for Menu Items; and

WHEREAS, as per the SDA the City shall pass a Resolution to identify Menu Items; and

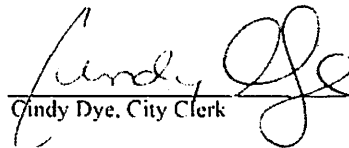
WHEREAS, the City of Asbury Park hereby identifies the Menu Items and their approximate amounts as follows:

- Reimbursement or purchase of an ATV for \$11,000
- \$12,000 for lav-shack operations
- \$18,000 for wifi fees

WHEREAS, the City Manager shall provide Madison Asbury Retail LLC with the specifications of these items for purchases.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-178 which was finally adopted by the City Council at a meeting held on the 8th day of May, 2019

CERTIFIED BY ME THIS 9th DAY OF May, 2019.



Cindy Dye, City Clerk

5/9/2019

CINDY A. DYE
CITY CLERK

✓ Vote Record - Resolution 2019-178						
☒ Adopted ☐ Adopted as Amended ☐ Defeated ☐ Tabled ☐ Withdrawn			Yes/Aye	No/Nay	Abstain	Absent
	Eileen Chapman	Second	☒	☐	☐	☐
	Yvonne Clayton	Voter	☒	☐	☐	☐
	Jesse Kendle	Voter	☒	☐	☐	☐
	Amy Quinn	Mover	☒	☐	☐	☐
	John Moor	Voter	☒	☐	☐	☐



RESOLUTION NO. 2019-220

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

A RESOLUTION AUTHORIZING THE CITY OF ASBURY PARK TO ENTER INTO A CONTRACT FOR THE PURCHASE OF CERTAIN REAL PROPERTY LOCATED AT 929 ASBURY AVENUE, ASBURY PARK, NEW JERSEY (BLOCK 403, LOT 11), FOR THE LOCATION OF A NEW FIREHOUSE AND ASSOCIATED FACILITIES.

WHEREAS, the current firehouse and related facilities which service the Asbury Park Fire Department and the Asbury Park Emergency Management Services (the “APEMS”) are situated at the property located at 800 Main Street in the City of Asbury Park (the “City”), more commonly known and designated as Block 2602, Lot 13 on the Asbury Park City Tax Map; and

WHEREAS, the current firehouse/facilities are no longer suitable or adequate to service the fire prevention or emergency management needs of the City; and

WHEREAS, the City has, for some time, been searching for an alternative location for the site of these necessary and vital functions; and

WHEREAS, the Mayor and Council of the City have determined that the property located at 929 Asbury Avenue, more commonly known and designated as Block 403, Lot 11 on the Asbury Park City Tax Map (the “Property”), which is currently under the record ownership of Daniel E. Bachman (the “Seller”), represents a suitable and viable location for the operation of the Asbury Park Fire Department, the APEMS and related functions on a permanent basis; and

WHEREAS, the City and the Seller have negotiated a proposed form of Contract (the “Contract”) for the Sale/Purchase of Real Estate which contains all of the terms and conditions associated with the City’s potential acquisition of the Property for the location of a new firehouse and associated facilities for fire prevention, emergency management services and related functions; and

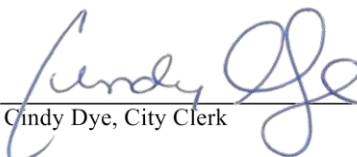
WHEREAS, the Mayor and Council have determined that it would be in the best interests of the health, safety and welfare of the residents of the City, and the general public, to move forward to acquire the Property pursuant to the terms and conditions set forth in the Contract.

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

1. That the Mayor is hereby authorized to execute, and the City Clerk to attest, the Contract in order for the City to acquire the property located at 929 Asbury Avenue within the City (Block 403, Lot 11) for the location of a new firehouse and associated facilities for fire prevention, emergency management services and related functions for the City. The Contract shall be in a form satisfactory to the City Manager and City Attorney.
2. That the City's acquisition of the Property is subject to and contingent upon the terms and conditions set forth in the Contract.
3. That all City officials are authorized to undertake all necessary activities in furtherance of the intentions of the within Resolution and the Contract.
4. That a certified copy of this Resolution shall be provided to each of the following:
 - (a) Michael Capabianco, City Manager;
 - (b) Frederick C. Raffetto, Esq., City Attorney;
 - (c) Eric J. Nemeth, Esq., General Counsel to the NJIIF;
 - (d) Kevin Keddy, Asbury Park Fire Chief;
 - (e) JoAnn Boos, CFO;
 - (f) Erick Aguiar, Asbury Park Tax Assessor; and
 - (g) Tyrone Young, Asbury Park Tax Collector.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-220 which was finally adopted by the City Council at a meeting held on the 12th day of June, 2019

CERTIFIED BY ME THIS 13th DAY OF June, 2019.



Cindy Dye, City Clerk

6/13/2019

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2019-221

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

RESOLUTION AUTHORIZING THE CITY OF ASBURY PARK TO GRANT A REVOCABLE LICENSE FOR ENCROACHMENT OVER CERTAIN PORTIONS OF THE RIGHT-OF-WAY AREA ADJACENT TO SYLVAN AVENUE AND THE PROPERTY LOCATED AT 1008-1012 SPRINGWOOD AVENUE (BLOCK 702, LOT 2.01), AND TO EXECUTE A LICENSE AGREEMENT ASSOCIATED THEREWITH.

WHEREAS, the City of Asbury Park possesses jurisdiction and control over certain public right-of-way (“ROW”) areas located within the City; and

WHEREAS, on December 8, 2014, the Asbury Park Planning Board adopted a Resolution memorializing the approval of final site plan approval for a development project (the “development”) involving the following premises, which are located in the Springwood Avenue Redevelopment Area: 1008-1014 Springwood Avenue, 1100-1106 Springwood Avenue, Lee’s Lane and 101-117 Sylvan Avenue; and

WHEREAS, the development involves the construction of a redevelopment project consisting of five (5) separate buildings located on three (3) separate sites, containing sixty four (64) residential units, community service space, a management office and retail space; and

WHEREAS, the subject sites front on Springwood Avenue, Lee’s Lane and Sylvan Avenue; and

WHEREAS, one of the properties which is included within the development is located at 1008-1012 Springwood Avenue, more commonly known and designated as Block 702, Lot 2.01 on the Asbury Park City Tax Map (hereinafter referenced as the “Property”); and

WHEREAS, the applicant is a long-term tenant of the Property, which is under the record ownership of the City, pursuant to the Redevelopment Agreement(s) executed by the parties; and

WHEREAS, the Resolution(s) of approval concerning the development contain the following condition:

“6. Any encroachments into any City Right of Way or City Property must be approved by the Mayor and Council of the City of Asbury Park.”; and

WHEREAS, the applicant wishes to construct a fence/screen to partially shield the utility meters which are constructed on one of the exterior façade walls of the building to be known as “Site B,” which building shall be located on the Property; and

WHEREAS, the height of the proposed fence/screen is anticipated to be approximately eight foot six inches (8’ 6”), measured from the sidewalk area below as shown in Exhibit “A” to the attached License Agreement; and

WHEREAS, the proposed fence/screen shall be located near the southeast corner of the intersection of Sylvan Avenue and Springwood Avenue, and shall encroach into the ROW area located immediately adjacent to Sylvan Avenue and the Property in certain limited respects; and

WHEREAS, the proposed encroachment will extend approximately four feet (4’) in width from the western façade wall of the building, and extend approximately twenty seven feet (27’) in length parallel to Sylvan Avenue; and

WHEREAS, the encroachment thus encompasses a total area of approximately one hundred and eight (108) square feet (the “license area”); and

WHEREAS, the site of the proposed encroachment is more specifically depicted in the Site Plan documents on file with the Planning Board concerning the development, as prepared by Patricia A. Ruskan, P.E., last dated May 19, 2017; and

WHEREAS, a copy of Sheet C-4 of the Site Plan documents is attached as Exhibit “B” to the attached License Agreement; and

WHEREAS, to the extent that the City has jurisdiction over the license area and without making any affirmative representations with regard thereto, the City is willing to grant a revocable license to allow for the installation and the continued presence/maintenance of the said fence/screen in the license area under the terms and conditions set forth in the attached License Agreement.

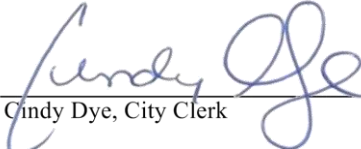
NOW, THEREFORE, based upon the mutual promises, terms and conditions set forth below, and for the nominal consideration of One Dollar (\$1.00), the adequacy of which the parties hereto expressly acknowledge, the parties hereto agree as follows:

1. To the extent that the City has jurisdiction over the license area, and without making any representations with regard thereto, the City, pursuant to the *New Jersey Local Lands and Buildings Law*, N.J.S.A. 40A:12-1, et seq., and specifically N.J.S.A. 40A:12-13(b)(5), as well as the *New Jersey Local Redevelopment and Housing Law*, N.J.S.A. 40A:12A-1, et seq., and specifically N.J.S.A. 40A:12A-8(g), hereby grants to the applicant the revocable right (also known as the “License”) to install and to continually maintain, repair and/or replace a fence/screen over a certain portion of the license area, as referenced above, for the nominal sum of One Dollar (\$1.00), subject to the provisions set forth in the attached License Agreement.

2. That the Mayor is hereby authorized to execute, and the City Clerk to attest, the attached License Agreement on behalf of the City.
3. That all other City officials and employees are hereby authorized to undertake any activities that are necessary in furtherance of the intentions of the within Resolution and the attached License Agreement.
4. That a certified copy of this Resolution shall be provided to each of the following:
 - (a) Springwood Avenue Associates, L.P.
c/o The Michaels Development Company, L.P.
3 East Stow Road, Ste 100
Marlton, NJ 08053
 - (b) Michael Capabianco, City Manager;
 - (c) Michele Alonso, Director of Planning and Redevelopment; and
 - (d) Frederick C. Raffetto, Esq., Municipal Attorney

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-221 which was finally adopted by the City Council at a meeting held on the 12th day of June, 2019

CERTIFIED BY ME THIS DAY OF , .



Cindy Dye, City Clerk

6/13/2019

CINDY A. DYE
CITY CLERK

**LICENSE AGREEMENT FOR ENCROACHMENT OVER CERTAIN
PORTIONS OF THE RIGHT-OF-WAY AREA ADJACENT TO
SYLVAN AVENUE AND THE PROPERTY LOCATED AT
1008-1012 SPRINGWOOD AVENUE (BLOCK 702, LOT 2.01).**

THIS AGREEMENT (the "Agreement") is entered into this ____ day of _____, 2019, by and between **SPRINGWOOD AVENUE ASSOCIATES, L.P.**, c/o The Michaels Development Company, L.P., with an address of 3 East Stow Road, Suite 100, Marlton, New Jersey 08053, and its successors and/or assigns (hereinafter referred to as the "Licensee"), and the **CITY OF ASBURY PARK**, a municipal corporation of the State of New Jersey, whose address is 1 Municipal Plaza, Asbury Park, NJ 07712 (hereinafter referred to as the "Licensor" and/or the "City").

WITNESSETH:

WHEREAS, the City of Asbury Park possesses jurisdiction and control over certain public right-of-way ("ROW") areas located within the City; and

WHEREAS, on December 8, 2014, the Asbury Park Planning Board adopted a Resolution memorializing the approval of final site plan approval for a development project (the "development") involving the following premises, which are located in the Springwood Avenue Redevelopment Area: 1008-1014 Springwood Avenue, 1100-1106 Springwood Avenue, Lee's Lane and 101-117 Sylvan Avenue; and

WHEREAS, the development involves the construction of a redevelopment project consisting of five (5) separate buildings located on three (3) separate sites, containing sixty four (64) residential units, community service space, a management office and retail space; and

WHEREAS, the subject sites front on Springwood Avenue, Lee's Lane and Sylvan Avenue; and

WHEREAS, one of the properties which is included within the development is located at 1008-1012 Springwood Avenue, more commonly known and designated as Block 702, Lot 2.01 on the Asbury Park City Tax Map (hereinafter referenced as the "Property"); and

WHEREAS, the Licensee is a long-term tenant of the Property, which is under the record ownership of the City, pursuant to the Redevelopment Agreement(s) executed by the parties; and

WHEREAS, the Resolution(s) of approval concerning the development contain the following condition:

"6. Any encroachments into any City Right of Way or City Property must be approved by the Mayor and Council of the City of Asbury Park."; and

WHEREAS, the Licensee wishes to construct a fence/screen to partially shield the utility meters which are constructed on one of the exterior façade walls of the building to be known as “Site B,” which building shall be located on the Property; and

WHEREAS, the height of the proposed fence/screen is anticipated to be approximately eight foot six inches (8’ 6”), measured from the sidewalk area below; and

WHEREAS, a depiction of the proposed fence/screen is attached hereto as Exhibit “A”; and

WHEREAS, the proposed fence/screen shall be located near the southeast corner of the intersection of Sylvan Avenue and Springwood Avenue, and shall encroach into the ROW area located immediately adjacent to Sylvan Avenue and the Property in certain limited respects; and

WHEREAS, the proposed encroachment will extend approximately four feet (4’) in width from the western façade wall of the building, and extend approximately twenty seven feet (27’) in length parallel to Sylvan Avenue; and

WHEREAS, the encroachment thus encompasses a total area of approximately one hundred and eight (108) square feet (the “license area”); and

WHEREAS, the site of the proposed encroachment is more specifically depicted in the Site Plan documents on file with the Planning Board concerning the development, as prepared by Patricia A. Ruskan, P.E., last dated May 19, 2017; and

WHEREAS, a copy of Sheet C-4 of the Site Plan documents is attached hereto as Exhibit “B,” and the proposed encroachment is shown in red color thereon; and

WHEREAS, to the extent that the City has jurisdiction over the license area and without making any affirmative representations with regard thereto, the City is willing to grant a revocable license to the Licensee to allow for the installation and the continued presence/maintenance of the said fence/screen in the license area under the terms and conditions set forth herein; and

WHEREAS, on _____, 2019, the City adopted Resolution No. 2019-____ (attached hereto as Exhibit “C”), which provided authorization for the conveyance of a license over the license area to the Licensee, for the nominal consideration of One Dollar (\$1.00); and

WHEREAS, the purpose and intent of this instrument is to confirm and memorialize the granting of said license to the Licensee, and to specify the terms and conditions associated therewith.

NOW, THEREFORE, based upon the mutual promises, terms and conditions set forth below, and for the nominal consideration of One Dollar (\$1.00), the adequacy of which the parties hereto expressly acknowledge, the parties hereto agree as follows:

1. To the extent that the City has jurisdiction over the license area, and without making any representations with regard thereto, the City, pursuant to the *New Jersey Local Lands and Buildings Law*, N.J.S.A. 40A:12-1, *et seq.*, and specifically N.J.S.A. 40A:12-13(b)(5), as well as the *New Jersey Local Redevelopment and Housing Law*, N.J.S.A. 40A:12A-1, *et seq.*, and specifically N.J.S.A. 40A:12A-8(g), hereby grants to the Licensee the revocable right (also known as the "License") to install and to continually maintain, repair and/or replace a fence/screen over a certain portion of the license area, as referenced above, for the nominal sum of One Dollar (\$1.00), subject to the provisions set forth herein.
2. The fence/screen shall be constructed in accordance with the requirements of all applicable City Ordinances, the Springwood Avenue Redevelopment Plan, and the approvals received from the Planning Board.
3. The Licensee shall be required to obtain a construction permit from the Licensors for the initial construction of, and for any replacement of, the fence/screen. Further, there shall be no expansion of the size, or change to the design, of the fence/screen without additional approvals and/or permitting by the Licensors. Said approvals and/or permits shall be issued at the sole discretion of the Licensors.
4. The Licensee shall not allow the fence/screen to interfere in any way with the ability of the public to utilize the public sidewalk area located immediately adjacent to the fence/screen. Further, the Licensee shall not interfere, or permit any interference whatsoever, with the public sidewalk area adjacent to the license area.
5. The Licensors shall not unreasonably interfere with the Licensee's use and enjoyment of the license area. However, in the case of an emergency or necessity, the Licensors shall be allowed immediate access to the license area after providing such advance notice to the Licensee as is reasonably practicable under the circumstances. The parties hereto agree that all such access by the Licensors will be performed in a manner that causes as little disturbance to the parties as is reasonably practicable under the circumstances.
6. The within License shall be revocable at the will of the Licensors, and the Licensee shall have no recourse whatsoever against Licensors if said privilege is revoked, in whole or in part, at any time and/or for any reason during the course of the within Agreement.
7. The Licensee will exercise the privilege granted herein at the Licensee's own risk and agrees that it will never claim any damages against the Licensors for any injury or damages sustained to any person or property which is in any way related to the fence/screen and/or to the Licensee's exercise of the privilege(s) granted herein, regardless of any fault or negligence of the Licensors.

8. The Licensee shall name the Licensors as an additional insured on its general liability insurance policy covering the Property. The Licensee further agrees to indemnify and hold harmless the Licensors, as well as all officials, employees and agents of the Licensors, against any and all liability whatsoever for injury or damages sustained to any person or property relating to the fence/screen and/or the Licensee's exercise of the privilege(s) granted herein, regardless of any fault or negligence of the Licensors, and the Licensee shall be responsible for all expenses, including legal fees, resulting from, arising out of, or in any way connected to the exercise of the privilege granted to the Licensee, its successors and/or assigns.
9. The Licensee acknowledges that additional approvals may be required from other agencies and/or authorities, besides the Licensors, that may have jurisdiction over the license area, and that it is the Licensee's sole responsibility to investigate whether any other agencies or authorities have such jurisdiction and, if so, to obtain the requisite approval(s) from said agencies and/or authorities.
10. Use of the license area by the Licensee and all successors in title and/or assigns shall only be for the purposes identified herein and for no other purpose(s).
11. This Agreement may be amended and modified only by an instrument in writing, executed by the parties hereto, or their successors and/or assigns.
12. This Agreement will be governed by and construed in accordance with the laws of the State of New Jersey.

IN WITNESS WHEREOF, the parties have signed this Agreement the day and year first written above.

WITNESS: SPRINGWOOD AVENUE ASSOCIATES, L.P.

Print Name: _____ By: _____
Title: _____

ATTEST: CITY OF ASBURY PARK

Cindy A. Dye, City Clerk

Honorable John Moor, Mayor

STATE OF NEW JERSEY, COUNTY OF MONMOUTH SS:

I CERTIFY that on _____, 2019, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared CINDY A. DYE, and this person acknowledged under oath, to my satisfaction, that:

- (a) This person is the City Clerk of the City of Asbury Park, a New Jersey Municipal Corporation, the maker named in the within instrument;
- (b) This person is the attesting witness to the signing of this document by the proper corporate officer, who is the Hon. John Moor, the Mayor of the City;
- (c) This document was signed and delivered by the Corporation as its voluntary act, duly authorized by a proper Resolution of the Mayor and City Council (Resolution No. 2019-____, adopted on _____, 2019);
- (d) This person well and truly knows the corporate seal which was affixed to this document; and
- (e) This person signed this proof to attest to the truth of these facts.

NOTARY PUBLIC

STATE OF NEW JERSEY, COUNTY OF _____ SS:

I CERTIFY that on _____, 2019, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared _____, and this person acknowledged under oath, to my satisfaction, that:

- (a) this person signed and delivered the foregoing document as _____ of SPRINGWOOD AVENUE ASSOCIATES, L.P., a New Jersey Limited Partnership (the "Entity"), the Entity named in this document; and
- (b) this document was voluntarily signed and delivered on behalf of the Entity with proper authorization.

NOTARY PUBLIC

EXHIBIT “A”



EXHIBIT “B”



DATE	BY	REVISION
1/1/2019	1	ISSUED FOR PERMIT
1/1/2019	2	ISSUED FOR PERMIT
1/1/2019	3	ISSUED FOR PERMIT
1/1/2019	4	ISSUED FOR PERMIT
1/1/2019	5	ISSUED FOR PERMIT
1/1/2019	6	ISSUED FOR PERMIT
1/1/2019	7	ISSUED FOR PERMIT
1/1/2019	8	ISSUED FOR PERMIT
1/1/2019	9	ISSUED FOR PERMIT
1/1/2019	10	ISSUED FOR PERMIT

CONSULTANT

CONSULTANT

CONSULTANT

FINAL FOR SEWER DESIGN

PROJECT: SPRINGWOOD AVENUE ASSOCIATES, LP
PROJECT NO: 2019-221
DATE: 1/1/2019
BY: PATRICIA A. RUSKAN, P.E.
CHECKED BY: [Signature]
APPROVED BY: [Signature]

PATRICIA A. RUSKAN, P.E.
PROFESSIONAL ENGINEER
N.J. LIC. NO. 32088

SPRINGWOOD AVENUE ASSOCIATES, LP

3 EAST 20TH STREET, SUITE 100
NEW JERSEY, NJ 07102

THE RENAISSANCE
PHASE I
BLOCK 792, LOTS 1-8
BLOCK 793, LOTS 1-8
BLOCK 794, LOTS 1-8
CITY OF NEW JERSEY, NJ
COUNTY OF HUDSON, NJ

SITE PLAN

DATE	BY	REVISION
1/1/2019	1	ISSUED FOR PERMIT
1/1/2019	2	ISSUED FOR PERMIT
1/1/2019	3	ISSUED FOR PERMIT
1/1/2019	4	ISSUED FOR PERMIT
1/1/2019	5	ISSUED FOR PERMIT
1/1/2019	6	ISSUED FOR PERMIT
1/1/2019	7	ISSUED FOR PERMIT
1/1/2019	8	ISSUED FOR PERMIT
1/1/2019	9	ISSUED FOR PERMIT
1/1/2019	10	ISSUED FOR PERMIT

C-4

Attachment: License Agreement - Springwood Ave Assocs (2019-221) : License agreement for

EXHIBIT “C”



RESOLUTION NO. 2019-222

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

AWARD OF A MICRO-MOBILITY PROGRAM FOR THE CITY OF ASBURY PARK

WHEREAS, the City of Asbury Park received sealed bids on May 21, 2019 to implement a micro-mobility program; and

WHEREAS, review of said bids is attached to this Resolution; and

WHEREAS, the Mayor and City Council hereby award the contract to Zagster; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, authorizes the City Manager to enter into an agreement with Zagster to implement a micro-mobility program within the City of Asbury Park at no cost to the City.

NOW, THEREFORE, BE IT FURTHER RESOLVED that a copy of this Resolution be provided to the City Clerk, Director of Transportation and City Manager.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-222 which was finally adopted by the City Council at a meeting held on the 12th day of June, 2019

CERTIFIED BY ME THIS 13th DAY OF June, 2019.

Cindy Dye, City Clerk

6/13/2019

CINDY A. DYE
CITY CLERK



Zagster

CITY OF ASBURY PARK, NEW JERSEY

REQUEST FOR PROPOSALS

Operation of Public Micro-Mobility System within the City of Asbury Park, New Jersey
IFB / RFP #6000.724B.00428507.1

Zagster Response

May 21st, 2019

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Cover Page

The undersigned, upon acceptance, agrees to furnish the following in accordance with the terms and conditions per Asbury Park Request for Proposals for Micro-Mobility

The undersigned declares under penalty of perjury that she/he is authorized to sign this document and bind the business or organization to the terms of this contract.

The undersigned recognizes the right of Asbury Park to reject any or all bids received and to waive any informality or minor defects in bids received.

Vendor Name:

Zagster, Inc.

Address:

109 Kingston St. Suite 5, Boston, MA 02111

Vendor Project Manager for this RFP:

Bradley Ericson
Sales Director
617.575.9288
bradley@zagster.com

Signature of Authorized Representative:**Printed Name of Authorized Representative:**

Tim Ericson
Founder and Chief Business Officer

1. Project Understanding and Approach

Summary of Approach

We are pleased to respond to the Asbury Park Micro-Mobility Share Program RFP.

We have read the RFP and understand that the City of Asbury Park is seeking to work with a firm for the delivery of a city-wide bike share and scooter share program as a vital part of the City's transportation network.

At our core, Zagster is an operations company focused on delivering successful multimodal mobility programs to small and medium sized cities like Asbury Park, NJ.

Over the past ten years, we've provided best-in-class micro-mobility operations and relationship management services to help over 200 communities in 40 states be successful in their pedal bike choices. From day one, we've made micromobility easy for cities, offering turnkey bikes share programs that include everything from program design, to installation and launch, to sponsorship development and program marketing.

Today, we live in an age of rapid innovation and adoption in the micro-mobility industry. Venture capital has flooded into the space, and bikes, e-bikes, and e-scooters have emerged as essential transportation options for cities. When done right, these new modes have the potential to fill in transit gaps, reduce reliance on SOVs, activate trail networks and green spaces, and ultimately improve the quality of life in cities.

While we're excited about the potential of these new modes to improve cities, our customers are telling us that the rapid innovation and the way that many new companies are coming to market have created lots of problems for their community.

- **Cities are overwhelmed with options.** With so many new options and another emerging every day, cities are struggling to keep up with what is the best option for their community, and hesitant to invest in any single option knowing that the technology will evolve quickly, and companies will come and go.
- **Cities are burdened by inexperienced operators.** Newly venture backed companies are attempting to build nationwide operations within months of their founding - and cities and their residents are left to bear the consequences of that rapid growth and inexperience.
- **Misalignment with city goals.** Cities interested in experimenting with multiple modes have to deal with multiple vendors and points of contact, all competing with each other within the city in the battle for market share -- often, their goals do not align with the City's.

What we've learned through our 10 years of partnering with cities like Asbury Park is that true innovation isn't just the development of a new technology that consumers will love. True innovation for cities is how you implement these modes in a way that cities can control the outcomes of these programs, while experimenting with new options, meeting the operational needs of a community, and actually advancing the City's transportation goals.

That is why we launched our micro-mobility operations platform that manages and operates all modes of micro-mobility for communities like yours.

While we are continuing to invest in our own pedal bike and sponsorship offerings under our Zagster and Pace bike share brands, we have partnered with multiple well known e-mobility providers. Through these partnerships, we now operate a range of e-mobility options like e-bike and e-scooters alongside our pedal bike offering. And as technology evolves and new options emerge, we can match your city with the right providers and seamlessly introduce them to our platform. Our service provides:

- **A single point of contact for all modes of micro-mobility**
- **a future-proof mobility platform**
- **expert leadership and advice**
- **and community-first mobility solutions.**

Today, we are thrilled to propose a sustainable e-scooter share for the City of Asbury Park, operated at no cost to the City and continue to operate the bike share program under the original terms with the City. Both modes of transportation will be operated under one roof, which will provide the City with more efficient communication and collaboration, and the ability to better evaluate the effectiveness of bikes and scooters in the community.

As a single experienced operator and point of contact to the City for both scooters and bikes, your team will have peace of mind that our service will be 100% aligned with your goals, and catered to lift-up all modes of transportation over the long-term--not just for the duration of this pilot.

Sincerely,



Timothy Ericson
Founder & CBO

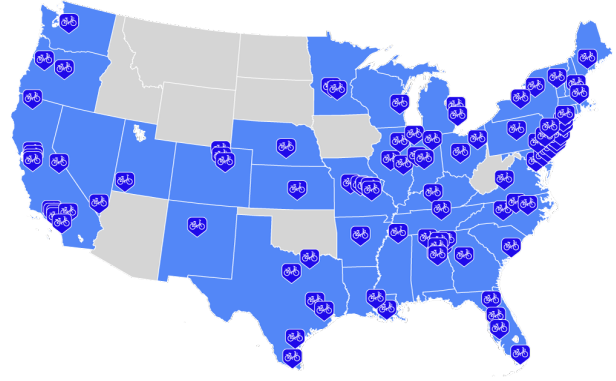


Bradley Ericson
Sales Director

Overview of Zagster

As a mobility operator, Zagster has over 10+ years of experience operating bikeshare programs across 200+ programs in 40 states.

Our operations platform is tailor-built to deliver multimodal micro-mobility innovation and success to small and medium sized communities that have different needs than larger cities like New York and Los Angeles.



Simply put, through our years of experience operating for small and medium sized cities, we have developed a deep understanding of what it takes to operate a successful micro-mobility programs for communities just like Asbury Park.

We focus on long-term value over short term gain. Our mature operations platform has been continuously tested and improved for the last 10+ years in cities just like yours. Zagster's operational excellence and ability to stay on top of the changes in the micro-mobility industry guarantees you will have the latest and greatest transportation options. Whether it is docked-based bikes and scooters today, or future innovations tomorrow, we are confident our tech-agnostic operations tools and single point of contact will guarantee long-term cohesion and success for the City of Asbury Park..



Scope of Work

Today, we are thrilled to offer the City of Asbury Park a multimodal mobility share program that includes both bike share, operated under the original agreement with Asbury Park and now the addition of a scooter share at no cost to the City of Asbury Park.

The bike share program will be operated under Zagster's brand, and we will continue to work to help find sponsors to support the bike share through our industry-leading sponsorship model. Our scooter brand will be Spin, and will be funded in-full through scooter usage fees.

Both modes of transportation will be operated under one roof, which will provide the City with more efficient communication and collaboration, and the ability to better evaluate the effectiveness of bikes and scooters in the community.

Spin shares Zagster's vision that scooter share should be about the cities we work with--not just capturing market share--which is why we chose them as our scooter partner for this project.

Spin was recently acquired by Ford Motor Company giving them the financial stability and resources of one of the largest mobility providers in the world.

Simply put, Zagster is the bike share and micro-mobility operations expert, Spin is the scooter and mobile app expert, and combined we offer the best multimodal mobility experience to cities and riders. Our service is outlined below.

Recommended Fleet Size

Our objective is to operate a fleet of bikes and scooters that is right-sized to meet rider demand and community preferences.

Our proposed fleet size includes operating the existing 45 bikes and offering up to 250 scooters this summer: based on ridership and collaboration with city and local stakeholders, we can either scale the fleet up or down, as long as we achieve a minimum of 150 scooters for the City.

Locations for Mobility Hubs

Upon selection, Zagster will work with the City to identify potential locations for our scooter staging areas, which we will seek to co-locate with the existing bike share stations to create "Mobility Hubs". At a minimum, these mobility hubs will be located at: the James J. Howard Transportation Center, the Press Plaza in the Central Business District, Asbury Park Boardwalk and Convention Center and Springwood Park. We will update this plan once we have engaged with the City and the stakeholder community in more depth. Additionally, as we learn how the program performs over time, we will adjust our deployment areas to meet current demand.

Background Review

Successful installations only happen through a process of robust coalition building and community engagement. Zagster will work collaboratively with the City and core stakeholders to finalize the design of the program, identify locations for both bike and scooter staging, and mutually agree on all operating requirements before launch.

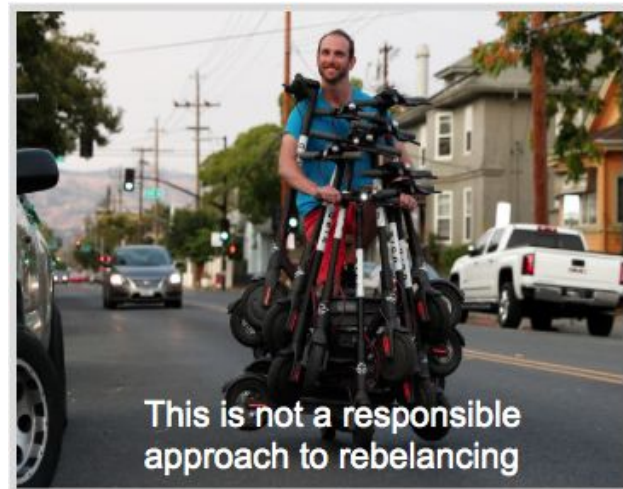
In advance of launch, we will host a forum in Asbury Park and invite the business community to attend to learn more about the program. We will provide local businesses the opportunity to request scooters and/or bikes at their location, and the opportunity to request to *not* place scooters and/or bikes at their location. We believe this engagement upfront is essential to fostering community buy-in and support.

Design of Multi-Modal Mobility System

Organizational Development

Other firms rely on hiring rebalancers and mechanics via their app as part of a gig economy approach towards operations. Cities across the country have expressed that the gig-economy approach does not work. It leads to less reliable service, less coordination with transit goals, and lower-quality execution.

Zagster approaches staffing in a fundamentally different way. We believe cohesion and reliability is important to cities like Asbury Park, which is why we hire and train experienced team members to launch, operate, support, and scale our programs.



Below is a staffing chart outlining our organization and the key roles that will be supporting this project.

Operations	
VP of Markets	Responsible for the operational performance across all bike and scooter markets.
Operations Director	Manage and oversee local operations team from our corporate headquarters.

City Launcher	Travels around the country to help set up in-market operations infrastructure and recruit & train the local operations team.
Operations Manager	Ground-team lead responsible for leading a team of 5+ Operations Specialists towards delivery of efficient, effective operations delivery.
Operations Specialist	Executes all daily operations activities in order to support vehicle deployment, collection, and repair.
Market Management	
Director of Market Management	Responsible for program success, community satisfaction, and growth across all bike and scooter markets.
Market Manager	Acting as a trusted advisor, the Market Manager will work with the City and all system stakeholders to help achieve their goals and streamline communications for the City and program sponsors. Responsible for all reporting, sponsorship acquisition, and regional stakeholder coordination post-launch.
HR & People Operations	
Director of People Operations	Oversees recruiting and onboarding for all employees and contractors in corporate and field roles.
Recruiting Coordinator	Manages job postings and work closely with the Operations team to qualify candidates and arrange for in-market hiring events.
Learning & Development Specialist	Creates and implements comprehensive trainings for all field and home office employees. Manages our online learning platform and curriculums for each field role and their unique set of responsibilities.
Partnerships	

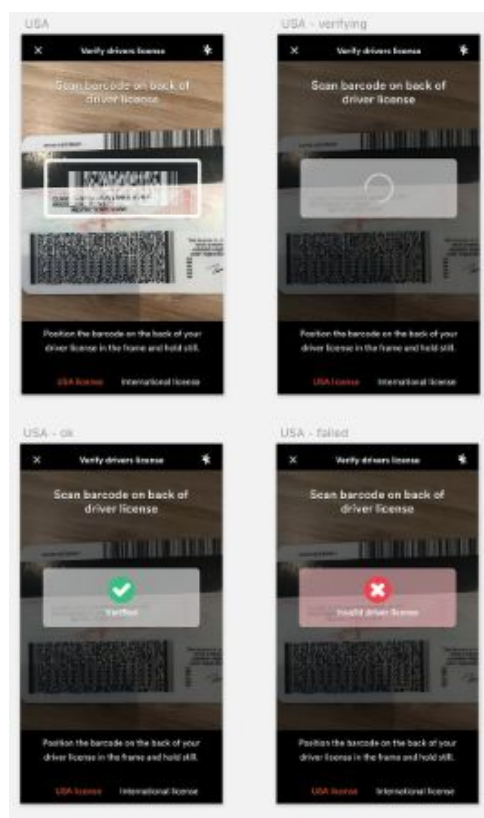
Chief Business Officer	Selects and negotiates partnerships with Zagster's mobility provider partners, like Spin.
Sales Director	Oversees all new partnership development with cities.
Strategic Partnerships Manager	Works with small and medium sized communities all across the country to fund, launch, and grow multimodal mobility programs.

User Experience

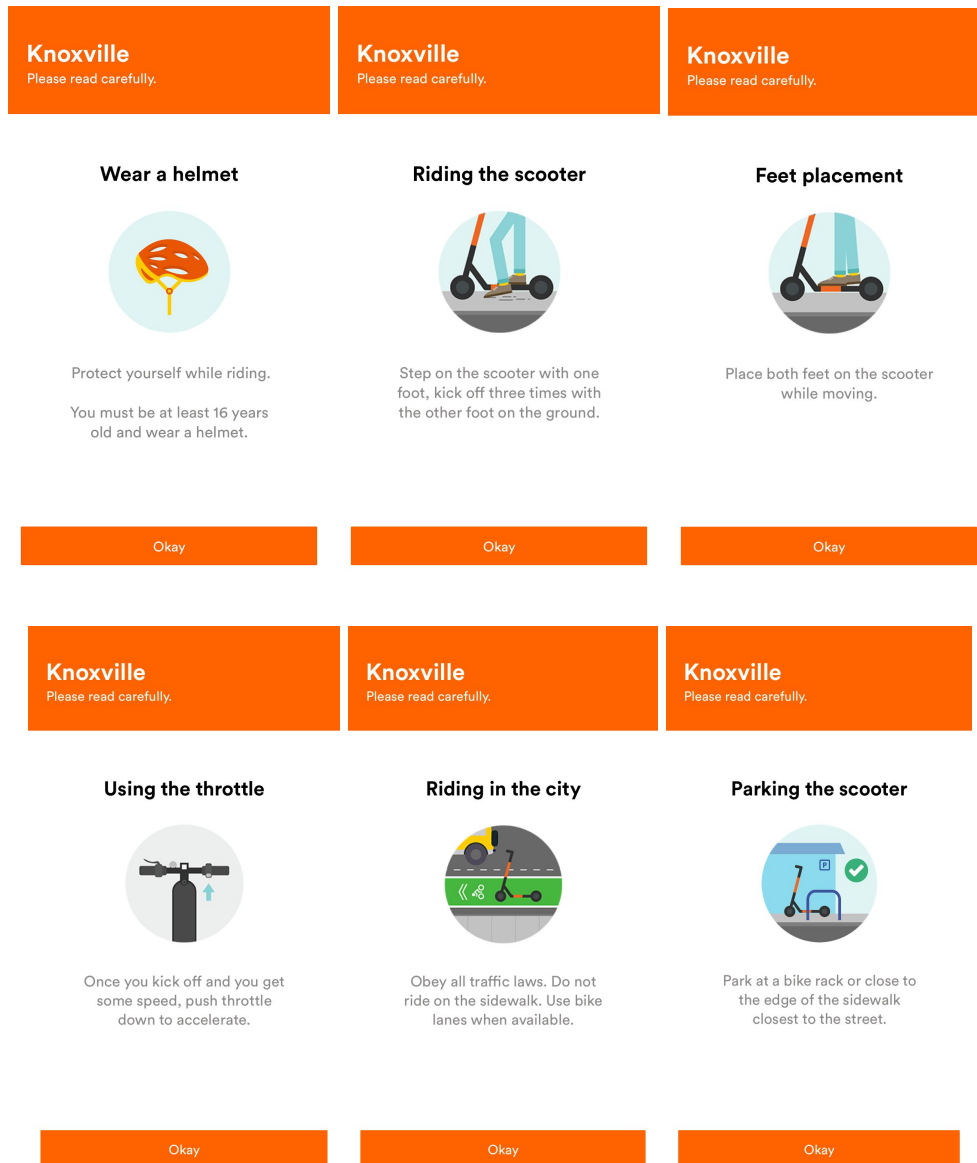
Scooters

Below is a description of the process for renting a scooter via the Spin interface.

- Account Creation: User's create their account using the Spin mobile app. Users must enter name, email, and credit card information and accept Spin's terms and conditions.
- Driver's License Scan: Users are required to scan their driver's license to help create accountability and encourage responsible use.

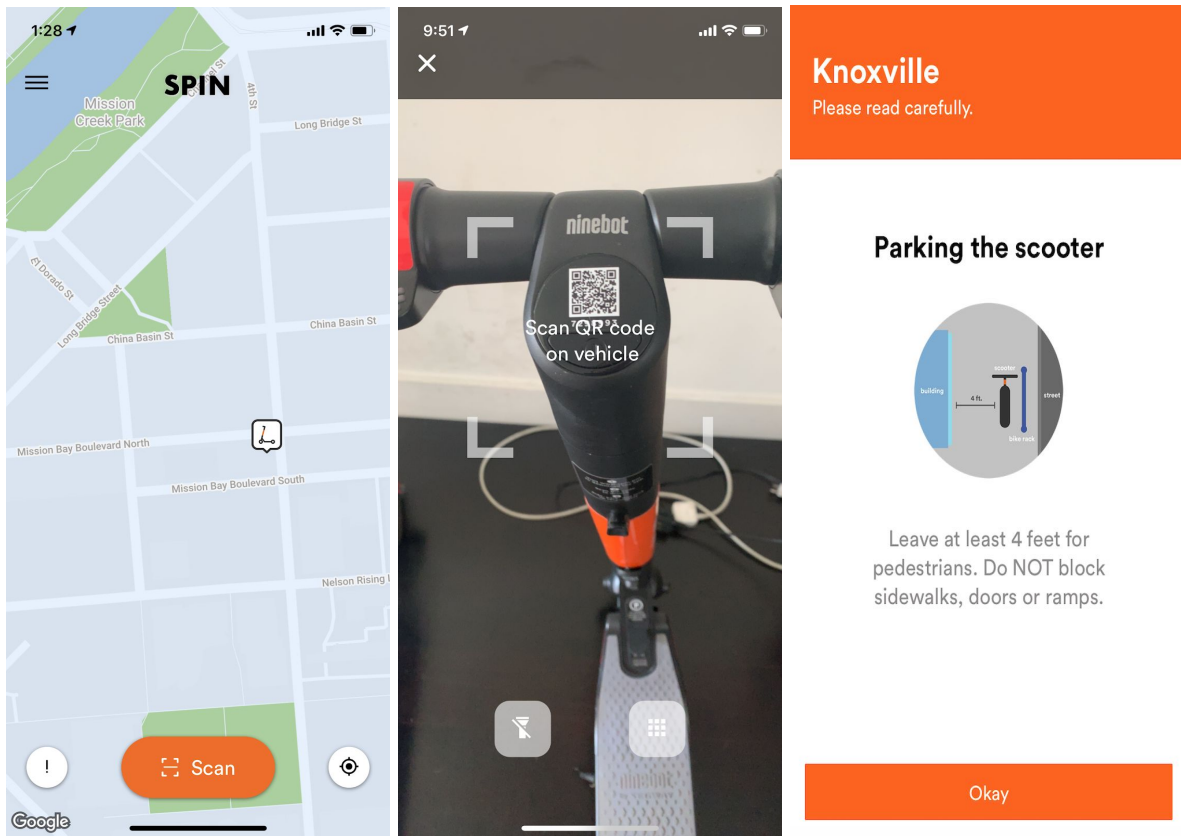


- Informational Pop-Ups: All new users are shown informational pop-ups in Spin's app that must be affirmatively dismissed in order to proceed. The pop-ups are shown based on the geographic location where the app is opened and are customized to each city's specific rules and needs. Spin is happy to further tailor the content of the informational pop-ups at the City of Asbury Park's request.



Examples of customizable pop-ups in the app.

- Renting a scooter: The process for renting a scooter is outlined below.



Home Screen

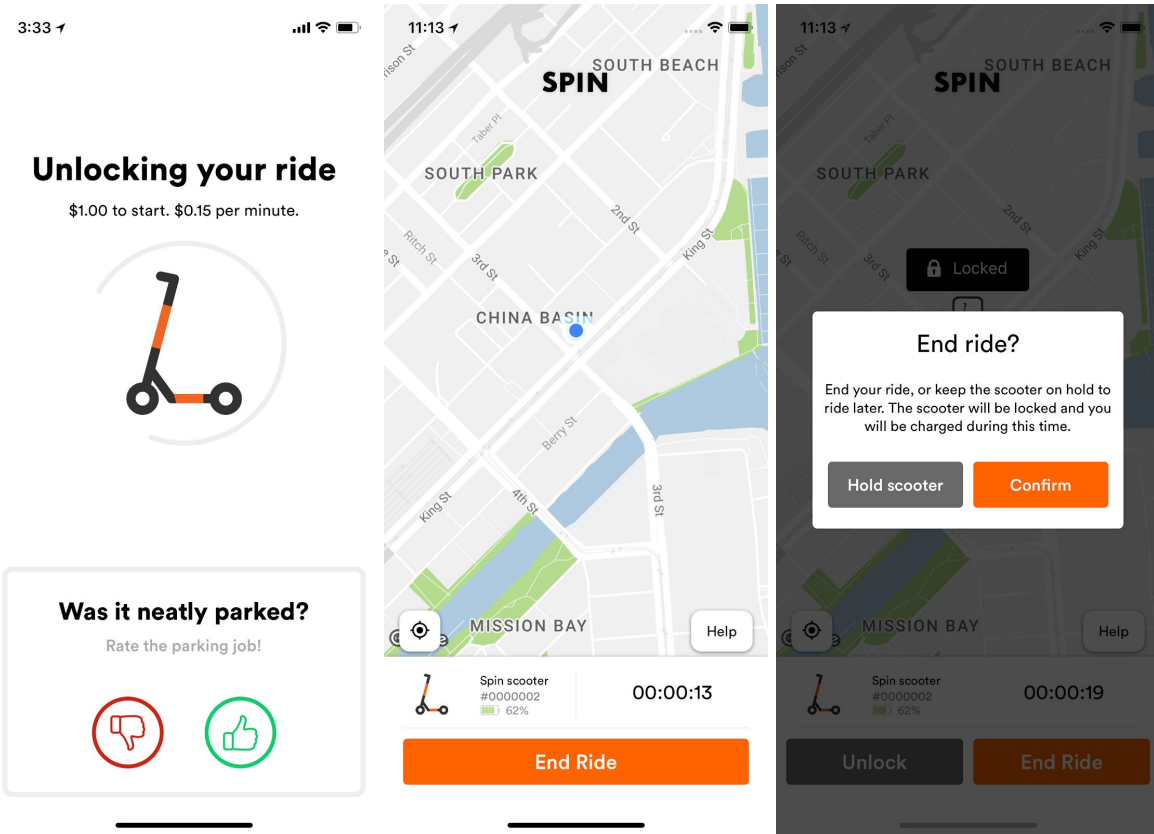
Opening the app shows the Home Screen, where users can see scooter locations based on built-in GPS.

Unlock via QR

Pressing "Scan" on the Home Screen opens the camera to scan the QR Code. Users also have the option of entering the scooter's seven-digit ID number by pressing keypad icon in the lower right-hand corner and turning on the phone's flashlight by pressing the light icon.

Informational Pop-Ups

Users receive informational pop-ups that must be affirmatively dismissed before they can proceed. The informational pop-ups can be tailored to explain how to lock and park the Spin scooter, according to local rules and regulations.



<u>Unlock Screen</u> Once the QR is scanned, the scooter automatically unlocks, turning on the front light and emitting a “beep.” In addition, users are asked to rate whether the scooter was found to be parked responsibly.	<u>Trip Screen</u> Once the scooter is unlocked, the Trip Screen shows the rental duration of the trip. At the end of a trip, users press the “End Ride” button.	<u>Lock Screen</u> Once the “End Ride” button is pressed, the user has the option of holding the scooter (for quick stops at the convenience store, as an example). The user can finish the trip and stop the rental by pressing the “Confirm” button.
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Bikes

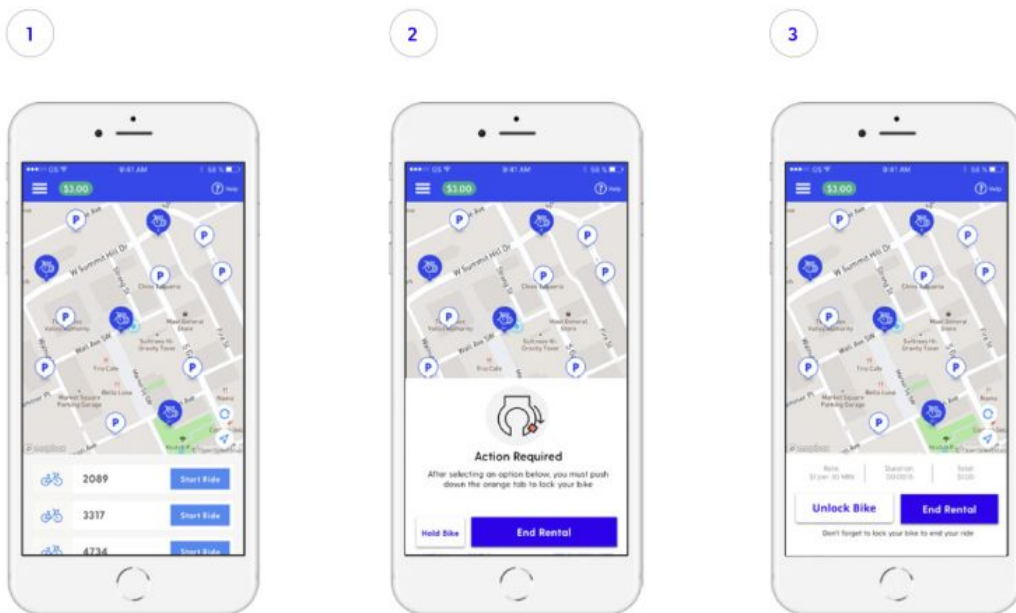
Zagster offers both dock-based and semi-dockless bike share. Our dock-based programs are operated under our Zagster brand, and our semi-dockless programs are operated under our Pace brand.

With Pace, we install dedicated parking racks to create predictability for riders, but users have the freedom to start and end their ride at any public bike rack, which we feature in the Pace mobile app. Pace is the only program in the market that provides flexibility and convenience for riders, while preserving aesthetics and order for cities.

As a full service bike share provider, we are responsible for the development, maintenance and operation of both the app and the system website. Users may register for the program on the mobile app or program website.

When a rider opens their Zagster or Pace mobile app, the app will present all bikes and stations that are in the rider's vicinity and available for rent. To help riders plan their trip, users can click the station icon and view how many bikes and how many docks are available at each station.

When the rider selects "Start Ride" for a given bike, the bluetooth ring lock will open automatically and instantly, and the rider can remove the cable from the lock and start their ride.



Start your ride

Riders use the Pace app to find, select and unlock a bike nearby.

Make quick stops

Riders can put their bikes on "hold", a feature unique to Pace.

Park & lock

Riders can park and lock to any Pace or public rack near their destination.

Secure Financial Transactions

All user payments submitted through the Zagster or Spin mobile and web applications are processed by a third party payments processor that is validated as a Level 1 PCI DSS Compliant Service Provider.

All data is encrypted in transit from the Zagster browser and mobile applications to Zagster and Spin servers using HTTPS with modern cryptography (TLS 1.2, with TLS 1.0 as lowest fallback). All internal data flows within our cloud services provider are also encrypted. Zagster does not encrypt our database of operational non-PII data at rest. However, all user account passwords are always stored in an encrypted format. The engineering teams are available to speak with IT stakeholders at customers who may have concerns in this area.

Internal administrative system access is limited to trusted employees on the Zagster and Spin Operations teams. Administrative system access requires authentication using unique credentials with a strong password and two-factor authentication for each internal user.

Fee Collection/User Fees

Both Zagster and Spin provide a simple, low-cost opportunity for both the casual and regular rider to be able to move from point A to point B quickly, efficiently, and at a nominal cost.

Mode	Fee Structure
Bikes	- Riders can purchase annual memberships for \$30/year - Riders not interested in a membership can pay as they go for \$3/hour - Employers can purchase monthly memberships for their employees in bulk
Scooters	\$1 to unlock \$0.15 per minute

Access Programs

Participants in our Spin and Zagster Access programs are eligible for discounted rates (50 percent off):

To qualify, we ask that the person be a local Asbury Park resident, have a state issued identification card, and provide income verification meeting the at or below 200% of federal poverty guidelines, such as a valid reduced-fare transit pass. Additional income verification may be required.

Cash Payments

Eligible low-income residents can use cash to purchase a Spin and Zagster Access card at partner locations.

For Spin Access participants who do not own smartphones, users simply text (SMS) a unique serial number to a dedicated phone number – both of which are found on the Spin Access card. The automated, SMS system will then unlock the scooter and credit the balance of the Spin Access card for each trip taken.

Instructions for how to use Spin Access are currently available in English, Spanish, and Mandarin. Please see below for mock-ups of the instructions in these languages.

Spin Access

**Income qualified?
Looking for a ride?
Let us get you there.**

Sign up for Spin Access to receive half-price scooter rides

Only \$0.50 to start + \$.07 a min.



Spin Access

**¿Ingresos calificados?
¿Buscas un aventón?
Déjanos llevarte a tu destino.**

Regístrate a "Spin Access" para recibir paseos de scooter a mitad de precio

Solo \$0.50 para comenzar + \$0.07 por minuto



Spin Access

**您的收入是否符合资格？
您正在寻求代步工具？
让我们助您一臂之力。**

注册 Spin Access, 立享单脚滑行车半价特惠。

起步价仅需 0.5 美元，随后每分钟 0.07 美元。



1 Sign up for Spin Access online, at one of our community events, or with a community liaison by showing eligible income level.

2 Once approved, automatically receive half-price rides when logged into your account in the Spin app.

3 Find a Spin scooter, unlock the scooter, and be on your way!

No credit or debit card? No problem! Income-qualified residents can use cash to buy a Spin Access card at partner locations. Just follow the instructions on the card to add balance to your Spin account.

SPIN

1 Inscríbete para Spin Access por internet o atiende uno de nuestros eventos comunitarios para verificar si eres elegible.

2 Una vez aprobado automáticamente recibes 50 por ciento de descuento cuando viajes usando Spin.

3 Encuentra una Spin Scooter, desbloquee, y ¡viaja!

No tienes tarjeta de crédito o débito? No hay problema! Residentes elegibles pueden usar dinero en efectivo para comprar una tarjeta de Spin Access en lugares calificados. Simple sigue las instrucciones en la tarjeta para agregar dinero a tu cuenta con Spin.

SPIN

1 在我們的社區活動中或在線註冊 Spin Access 或與社區聯絡人聯繫，並提供符合資格的收入證明。

2 通過審核後，您將自動享受 50% 的折扣，當您使用 Spin 單腳滑行車時。

3 尋找 Spin 單腳滑行車，解鎖車輛並通行，您將享受半價代步優惠！

没有信用卡或借记卡？无需担忧！ 符合收入资格的居民可使用现金在合作伙伴处购买 Spin Access 卡。只需按照卡上的说明将余额转入至 Spin 账户即可。

SPIN

Costs

Zagster and its scooter provider Spin will bear all costs of the program. All scooter hardware, software, and services outlined in this proposal will be provided at no cost to the city of Asbury Park.

Revenue

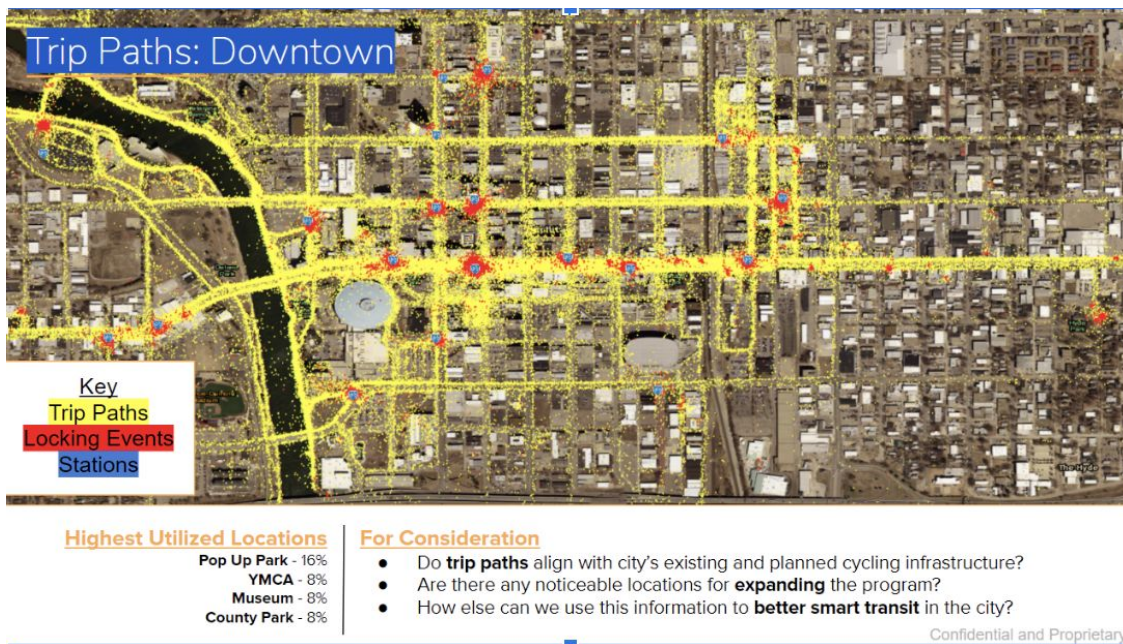
All revenues, including membership fees, usage fees, and sponsorship revenue, will be collected by Zagster and / or its mobility partners, like Spin.

Records

Zagster will maintain business related, accounting and customer service related records and make them available to Asbury Park on appropriate notice for inspection and auditing.

Regular Operations Review

Zagster and Spin are willing and able to provide the City with data in a variety of methods and formats, including a web-based real-time dashboard and monthly reporting, such as heatmaps of trip origin/destination, trip path data, average trip durations, etc. Asbury Park's dedicated Market Manager will compile and synthesize data, customize reports based on Asbury Park's preferences, and review during monthly teleconferences to provide data-informed recommendations.



Sample of a customer report developed by Market Manager

System Maintenance and Operations Standards

Reporting

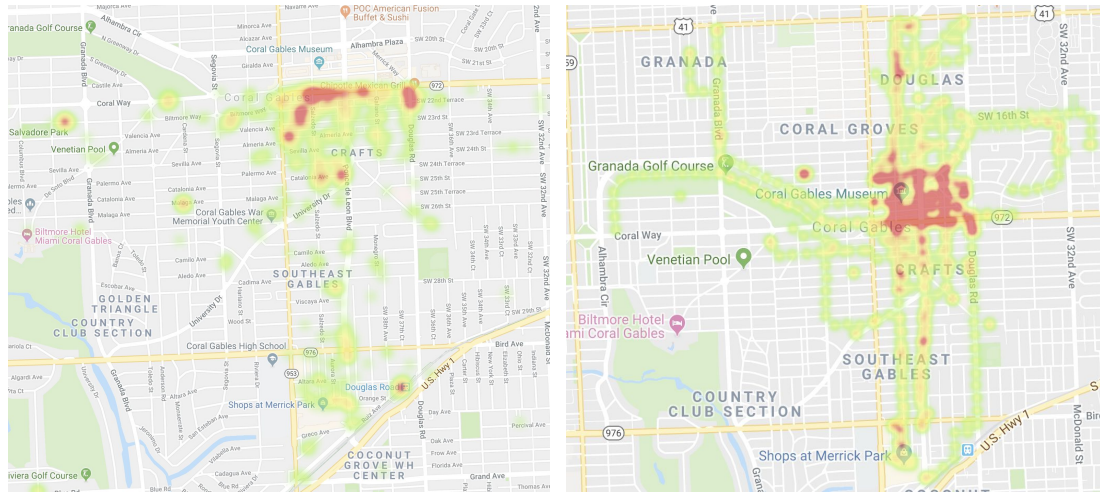
Zagster will keep the City informed about program performance, success and challenges. Through our partnership with Spin, we will provide core performance data across all modes we operate to assist the City in tracking success and SLA

compliance. Below is an overview of the integrated reporting that will be made available.

Summary of Spin and Zagster Performance Data	
Trips	• Trip start location • Trip start time • Trip end location • Trip end time • Trip paths • Trip Duration • Rides per vehicle per day
Parking	• Parking rating tool totals by unique user • Parking violations (heatmap) • Heat maps • Station utilization • Staging Locations
Members	• New Users • Repeat Users • Market manager to respond to City's requests • Zagster will pick up or swap a battery, charge and perform a safety check on each scooter after it hits twenty (20%) percent battery charge, or a charge reflecting a single ride left on the scooter, as quickly as operationally and commercially feasible
Customer Service	• Requests / complaints • NPS scores
Maintenance	• Vehicle statuses • Rebalances • Number of vehicles deployed / picked up per day.

To illustrate our ability to meet the City's performance metrics enumerated above, it is most instructive to look at Spin's monthly reporting to the D.C. Department of Transportation (DOT) for their shared mobility permit program.

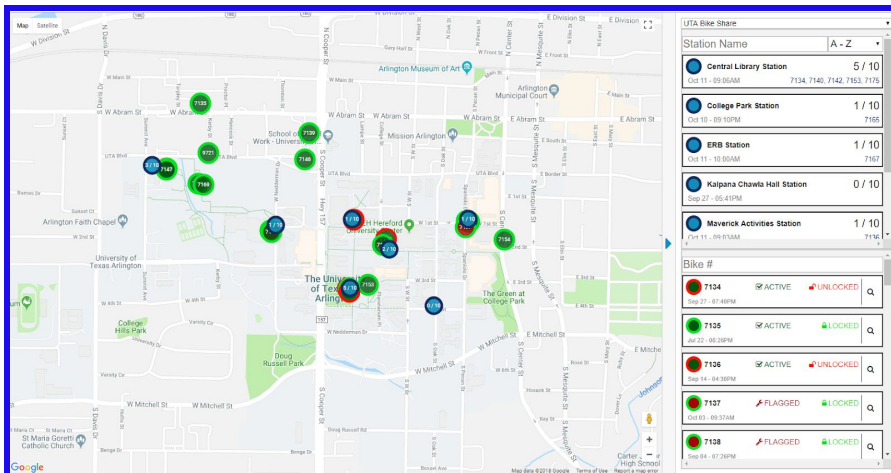
Trip Path Data



trip_id	vehicle_id	vehicle_type	start_lat	start_lon	end_lat	end_lon	start_time	end_time	trip_length
4cf589ec0a94e7cc9949001bb70d0dd	9f92776e4526f8114030e8c17d2374d	scooter	38.89733545	-77.02384486	38.88332942	-77.06563887	2018-11-25T19:43:21Z	2018-11-25T20:16:38Z	2.449445239
81e27c02b1221a5f234d013389b0104	d3d3295a7b87c08c385d27ae545e18b0	scooter	38.94070451	-77.02514422	38.94153813	-77.01533899	2018-11-25T20:19:40Z	2018-11-25T20:24:37Z	0.530650998
882d7351ed45fcb4ca03cfefb440f03	16c0717b623f863a783965b8a00430	scooter	38.90380831	-77.04823921	38.88945186	-77.04885408	2018-11-25T19:53:28Z	2018-11-25T20:15:20Z	0.993572536
42c4fb4e41142071dfe51ae85f509f11	fbdb542b0dccc857dbbb2133b5b46cdd	scooter	38.89867589	-77.02020644	38.89946748	-77.01911244	2018-11-25T20:18:05Z	2018-11-25T20:27:42Z	0.080156884
ec06825ac5c553ef5c31295c3bb2c81	ed5278336350832771157b6b737ac4e	scooter	38.88888507	-77.01042526	38.90366861	-77.04823527	2018-11-25T19:47:24Z	2018-11-25T20:31:13Z	2.247499601
0be5905de54c0a8f59fc70366a732d	0dbccc9019b61268b8b7871fc84a986b	scooter	38.90475013	-77.03435979	38.89130791	-77.00767817	2018-11-25T20:01:17Z	2018-11-25T20:32:43Z	1.710634892
59ae382c1f4c8362357bd40cfc57338be	56f3a16a29e71c526b5bdc8b9d02a57	scooter	38.89834137	-77.05014806	38.90534615	-77.05121978	2018-11-25T20:25:25Z	2018-11-25T20:36:23Z	0.487776386
94a382c1f4c8362357bd40cfc57338be	16c0717b623f863a783965b8a00430	scooter	38.88955384	-77.04902816	38.89111926	-77.01350458	2018-11-25T20:19:49Z	2018-11-25T20:48:18Z	1.915066014
3fe9e4b327ceea95f0d5df11e5b7890	9d73cc21ae2f4124cd9dd7950ea801b6	scooter	38.90516813	-77.05679948	38.90069019	-77.04932711	2018-11-25T20:35:07Z	2018-11-25T20:50:28Z	0.507660264
854643b02374971db7a1671e2e2123be	f2e0aab8856c8c4bc99f561816409438	scooter	38.900831	-77.02611564	38.90258095	-77.02643497	2018-11-25T20:13:40Z	2018-11-25T21:00:34Z	0.121788754
fc7ecfdee4306872d3b1db3f045b691	9ec6b5938bc9dbb6b0a0731ad91319aa	scooter	38.90197333	-77.06222157	38.90549708	-77.0475866	2018-11-25T20:40:24Z	2018-11-25T21:05:58Z	0.824559572
ac50e70a286dab49f9c26e2780fd58cd	ea6a64464b22b73398841149c90981f	scooter	38.93383484	-77.02604929	38.92967882	-77.02867769	2018-11-25T20:54:15Z	2018-11-25T21:02:27Z	0.320006164
as02ca1769879e05de25001fc668315c	f2e0aab8856c8c4bc99f561816409438	scooter	38.90203048	-77.02675701	38.8945573	-77.01598737	2018-11-25T21:16:57Z	2018-11-25T21:46:41Z	0.77671399
f1287d897c592a4b387d29c0d4b9ec84	ea6a64464b22b73398841149c90981f	scooter	38.92958849	-77.02897465	38.93007102	-77.03247914	2018-11-25T21:12:19Z	2018-11-25T21:18:06Z	0.191382327
cbe215d0546e07422243d0f5b72fc0f	f2e0aab8856c8c4bc99f561816409438	scooter	38.90251078	-77.02635759	38.90242344	-77.02669177	2018-11-25T21:01:54Z	2018-11-25T21:13:28Z	0.018641136
4d63e226cf04cc1b6004179fe2473873	16c0717b623f863a783965b8a00430	scooter	38.89122461	-77.01349155	38.88787743	-77.01985157	2018-11-25T20:58:00Z	2018-11-25T21:17:28Z	0.413211843

Scooter distribution

All scooters are tracked via GPS, and distribution, including charge levels can be viewed via this portal:



Customer satisfaction/feedback

Customer satisfaction is tracked by the number of complaints we receive per 100 trips. On a rolling-routine basis, Spin will deploy customer surveys via the app to collect feedback. That data will then be compiled and be made available to the City on a monthly basis.

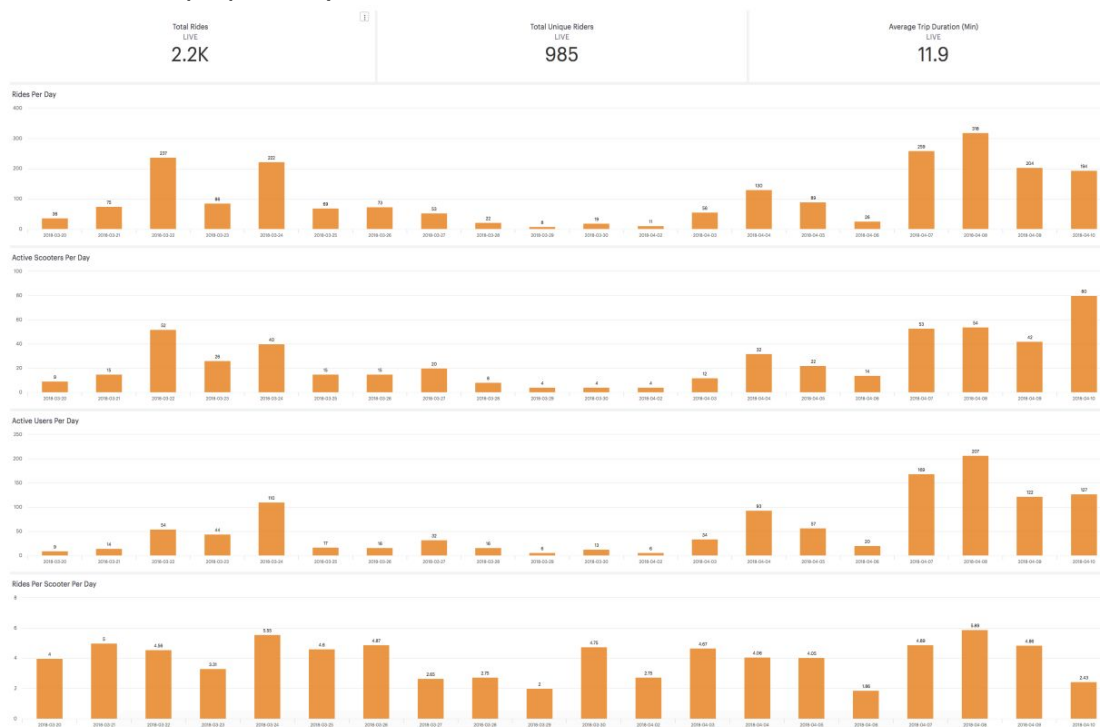
Spin's customer service and engineering teams work tirelessly every day to adjust our service based on trends in customer complaints. Following every customer service interaction, the person who reached out to Spin receives a followup asking if they were satisfied with the support received. Spin tracks this rate of satisfaction as the primary performance metric for our customer service team and processes.

How likely are you to recommend Spin to a friend?



Membership levels (if applicable)

System data can be tailored to provide insights into data like membership types, number of trips per day, etc:



Safety statistics

In addition to the foregoing, Spin provides DDOT with safety and maintenance statistics, as well as general trip and vehicle statistics (as depicted below).

total_trips	total_vehicles	nonoperational_L	nonoperational_N	M_lights	M_wheeltire	M_seat	M_brakes	M_frame	M_gearsystem	M_lock	M_otherrepair
2,642	100	21	9	0	0	0	3	0	0	0	0

Complaints and their resolutions

Spin itemizes each complaint received and how that complaint is resolved (be it parking or miscellaneous complaints). Below is a snapshot of how we report such complaints, but we are happy to provide this information in a format that is most beneficial to the City of Asbury Park.

Relocation/Illegal Parking

1. *Date:* Nov. 20th [2018](#), 1:42pm
 - a. *Vehicle ID:* 5426571
 - b. *Reported at:* Latitude: [38.905724](#) Longitude: [-77.05652](#).
 - c. *Type of complaint:* Hasn't moved for some time/private property.
 - d. *Time of remedy:* Within 1 hour.

Parking violations

Spin is also able to share heatmap data related to “thumbs down” ratings from the Spin parking rating tool, a prompt users see when they unlock a scooter that is attached to the prior trip as an indicator of how well scooters were parked. Access via on-demand request is preferred over inclusion in monthly reports.

User Surveys

On a rolling-routine basis, both Spin and Zagster will deploy customer surveys via the app to collect feedback. That data will then be compiled and be made available to the City on a monthly basis.

Open Data

Both Spin and Zagster can provide open content data that will allow third party developers to provide applications to assist users in finding equipment, and stations, and incorporate in other transit apps.

Customer Service

Through our on-the-ground team and customer support personnel, we provide comprehensive customer support for both riders and the cities we work with.

Rider Support

Both Spin and Zagster provides 24/7 rider phone and email support to every rider in every system. This comprehensive customer service program includes:

- 24/7 phone and email support
- Empowered staff who are trained to handle 95% of calls without escalation
- A partnership with a third-party translation service
- Automated tools that provide support staff with instant data about the member, including identity and contact information, bike share membership information and trip history
- Elasticity to support unlimited system members

Spin and Zagster's customer support teams can be reached by our mobile application, phone, email, social media (Twitter, Facebook, and Instagram), or through the Spin website. In many markets where we operate, we often incorporate customer service/complaint data into our periodic reporting requirements as requested by the local city or campus. Customer support lines are displayed on all bikes, scooters, and bike share stations on by request from the city.

City Support

We believe that the city is our customer, and they should be treated as such. Zagster staff will be on-call to respond to the City's needs in real-time. If Zagster is selected to be the exclusive bike and scooter provider for the pilot program, the City will have a singular point of contact for both scooters and bikes, which will dramatically streamline communication, response time, and overall coordination across mobility-modes in the community.

Our market management team will be tasked with interfacing with the City on a regular basis to collect feedback and improve service. Your Market Manager will be available by phone and email during routine business hours.

Our in-Asbury Park team will be available seven days a week to respond to the City's requests as they pertain to program operations and emergencies.

Finally, Zagster operations team will use a shared database in which city staff can communicate complaints from the public, and in which Zagster operations team can report the resolution of such complaints.

Sustainability

Zagster wants to make urban transportation more sustainable by replacing short car trips in Asbury Park with micro-mobility vehicle trips. Upon selection, and starting with zero-emission transportation, Zagster's operations team will work with the City of Asbury Park to ensure that the use of our local vehicles, equipment, materials and team member practices meet our organization's and the City's sustainable practice guidelines.

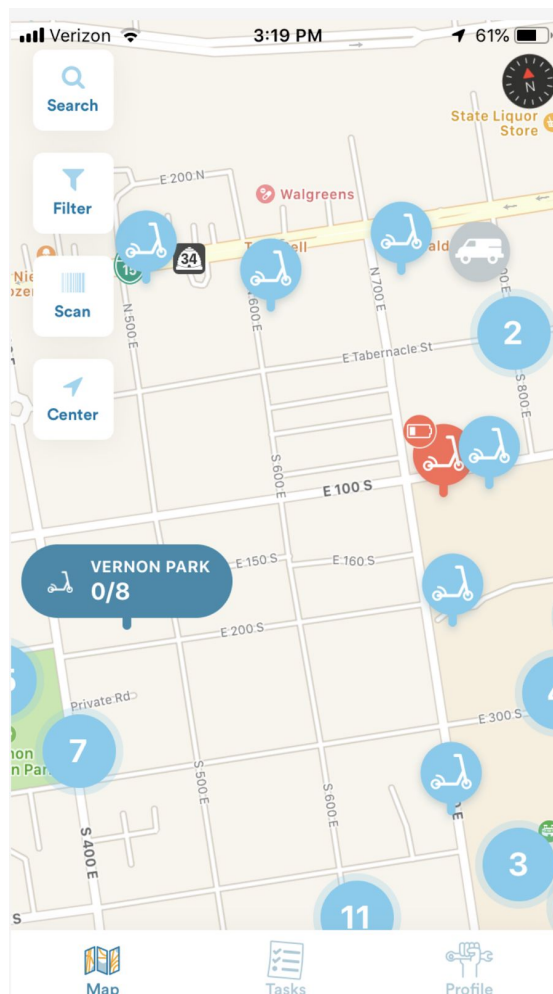
System Balancing

In operating as many shared mobility programs as we do, Zagster's on-the-ground teams engage in a variety of tasks in the field, such as rebalancing, fixing, and finding vehicles.

To help us achieve what is needed, both repetitively as well as on demand, we developed **Wrangler**.

Wrangler is our world-class dispatching and work order management system, developed from the ground up to exclusively manage micro-mobility operations. Essentially, Wrangler gives people in the field the tools to get the *right vehicle* to the *right place* at the *right time*, and provides an operations management team with the visibility into the location and status of every bike, scooter, parking station, and staging location in the field.

On a desktop browser, Wrangler is where operations managers create tasks to be



dispatched and monitor alerts that come in from the field. Wrangler Admin works in real-time with the mobile app, and also directly exchanges data with any of our micro-mobility partners. So if a community or campus partner reports that “there’s a dangerous situation, because someone left a vehicle near a handicap ramp,” we have an alert sent out telling people in the field to pick up the vehicle within hours.

We’ve also added a dash of data science and machine learning to provide insight into predicting issues such as vehicles that might go missing, and where the highest demand will be throughout the day.

Real-time Communication

Zagster and Spin mobile app users can track the location of each bike and each scooter in the Zagster and Spin mobile apps, respectively.

Both Zagster and Spin use the General Bike Share Feed Specification (GBFS) and have experience making this data available through APIs in cities like Austin, TX and Chicago, IL.

Adaptive or Responsive Website Design

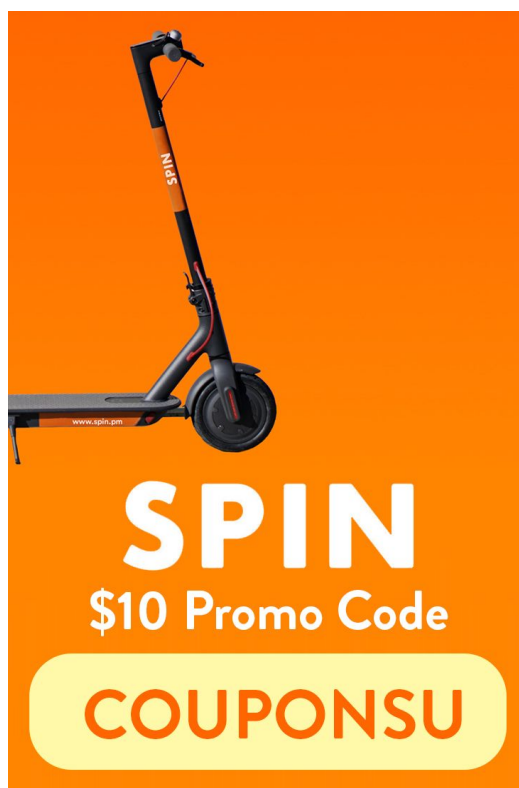
There will be a Zagster-operated website (“microsite”) that promotes the program, provides instruction on how to use the program, and allows users to register, submit credit card data, and execute a user agreement. For an example, see our Pace Norfolk microsite (<https://ridepace.com/norfolk/>)

Branding, Marketing, and Public Relations

Zagster will work with our coalition of stakeholders to perform outreach and education around the program. We will also seek to establish new relationships with valuable partners and work together to promote the program.

Before launch we will ramp up awareness via a press release. We will also seek to distribute information through our partner channels via email, and social media. Leading up to launch, we will attend local events to generate awareness, and will partner to host educational workshops.

Additionally, we will leverage Spin’s and Zagster’s social media presence and marketing team to further drive local success. This will mean tackling initiatives like proper scooter



usage campaigns, targeted advertisements, and providing educational collateral to be distributed across our key stakeholder community.

Theft and Vandalism

Zagster's operations team endeavors to pick up every scooter every night so it can be charged, maintained, and redeployed the next morning. When a scooter is unable to be located during evening pick-up, the Zagster operations team follows up with the last known rider within 48 hours of it going missing. More often than not, the team is able to recover scooters with this method.

In addition, unlike scooters from other operators, the scooters deployed by Spin have no exposed wiring, greatly reducing the opportunity for vandalism and eliminating the chance that a brake cable could be cut.

In the event that a bike or scooter cannot be recovered or is damaged beyond repair, Zagster promptly replaces the vehicle to keep the city at its contracted levels.

Service Availability

Zagster's on-the-ground operations team is designed to provide a high level operational performance for bikes and scooters 365-days per year. Should weather or other events impact operations, Zagster will coordinate with the City to determine appropriate operational levels and will notify riders of any prolonged outages via email and in-app messages.

High Quality Bicycles and Scooters

The Bike

Our new and improved Pace18 bikes, are built for accessibility, comfort and reliability. This bike is over 30% lighter than the average bike share bike in the industry, at just 32.12 pounds. It is easier to handle than any other bike share bike, making it a great solution for a citywide program. The Pace18 is the bike share bike that members want to actually own. It comes with a low-step frame style and includes puncture-resistant tires, bike-powered automatic front and back lighting, as well as a variety of safety and comfort features that keep riders happy.

The Pace18 is custom built on the Fuji Breezer Uptown platform, winner of Bicycling Magazine's Editors' Choice for Best Commuter bike for an unprecedented four years in a row. In addition to the light welded aluminum frame, its stainless steel components are resistant to corrosion, and the 26 inch wheels are strong, durable and perfectly suited for the stop-and-go nature of constant shared use.



The Pace18's frame is made of 6061 aluminum alloy. It's 26" low-step frame style is optimal for member comfort in mounting and dismounting and provides a low center of gravity for increased stability while riding. The frame is designed to fit individuals from 5 feet and taller.

Mayor Bill de Blasio of New York City (6'6") rode one of Pace bikes comfortably (link here:

<https://www1.nyc.gov/office-of-the-mayor/news/355-18/mayor-de-blasio-welcomes-first-dockless-bikes-the-rockaways#/0>)

Wheels: Puncture resistant, reflective Vera Citywide tires get members to their destination in style and safety.

Fenders: Hard plastic front and rear fenders keep members clean from rain, mud, and snow.

Drivetrain/Gears: The Pace18 has a 5-speed internal gearing system, the widest gearing available in the bike share market. The range of high-quality Shimano gears makes it easy to climb hills, while limiting top speed for safety. Gears are controlled with a rear derailleur and twist grip shifter. The front chainring is a single speed for simplicity and ease of maintenance. All are enclosed in an internal hub to prevent damage and rust while lowering overall maintenance needs.

Saddle and Grips: The Pace18 has a comfortable, faux-leather saddle and rubber grips for style points and durability. The saddle's durable material prevents water from entering to keep riders dry.

Locking & Security: The Pace18 incorporates custom security hardware to protect the locking mechanism and rear rack (described further in the next section). The Pace saddle is adjustable with a quick-release, but the seat-post has an internal cord that prevents it from being removed from the bike frame.

Lights: The Pace18 includes integrated front and rear lights that turn on automatically when the bike moves and stay on for two minutes, for round-the-clock safety. Both lights are powered by a generator hub on the front wheel, eliminating battery concerns.

Extras: The Pace18 includes a large, front basket that can support up to 20 lbs, making carrying cargo simple and convenient. The proprietary basket was designed in-house with commuters in mind: it can comfortably fit a standard-sized paper grocery bag at full capacity. All bolts and fasteners on the bike are stainless steel for corrosion resistance.

The Scooter

Spin Scooter

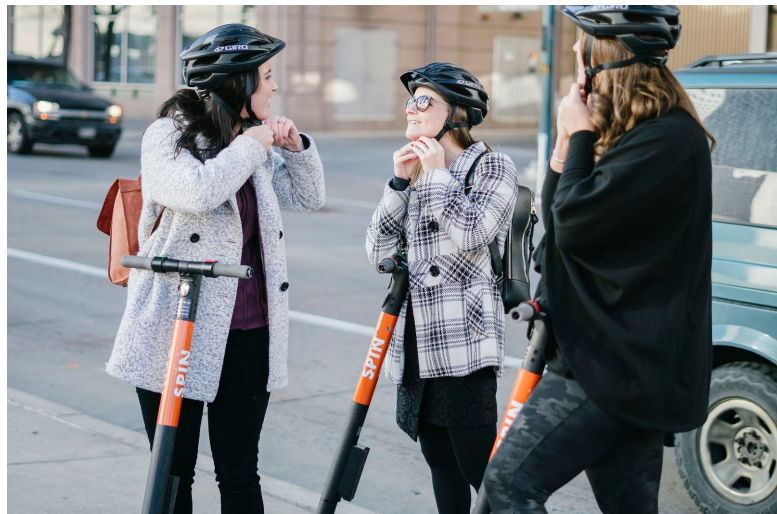


Manufacturer: Segway-Ninebot, Chang Zhou, China.

Speed regulation: With Spin's engineering team's work to harness technologies like cell tower triangulation, digital compass, Wi-Fi, motion sensors, barometers, gyroscopes, and accelerometers – coupled with the scooter's GPS and the user's phone – we are better able to customize the riding experience: Spin's scooters can have varying maximum speeds based on the rider's location. Spin, in collaboration with the City, can also designate certain areas where a scooter will gradually (safely) power down where scooters are strictly prohibited.

On-board GPS, Bluetooth, and cell connection for location accuracy:

The built-in GPS units "ping" the scooter's location to Spin's internal system as frequently as every 30 seconds, allowing users to locate a scooter using Spin's in-app map and providing the operations team the means to monitor fleet distribution and locate scooters for charging and repair.



Front and rear lights: Spin scooters have bright front and rear lights that are always on during rides.

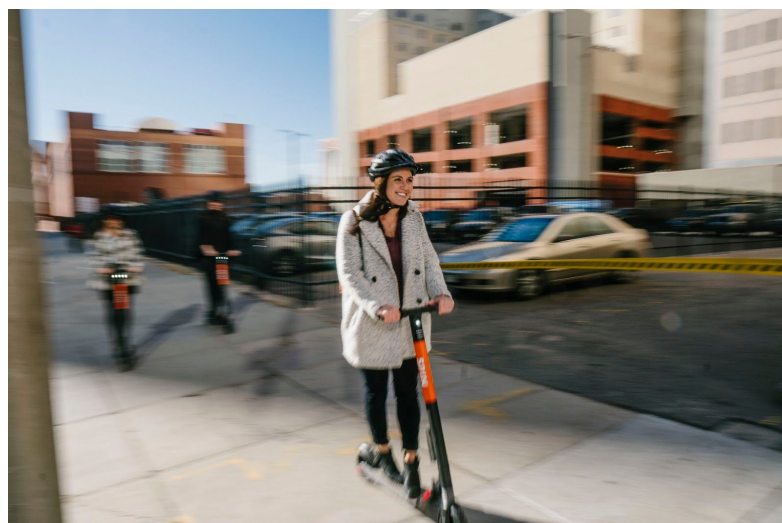
Safety certification: Spin's scooters meet the UL 2272 certification for safe e-mobility vehicle electrical systems. Weight capacity: 250 lbs.

Multi-modal braking: A front electronic brake operated by the user's left thumb is combined with a rear "stomp"-style brake for effective braking in all typical road conditions. Users are instructed on how to operate both brakes by in-app educational screens which they must look at and affirmatively dismiss prior to their first ride.

Puncture-proof airless tires: Spin scooters have non-pneumatic solid tires which cannot go flat. This eliminates the chance of a tire going flat during a ride and creating traction issues, as well as preventing maintenance issues that can reduce the available number of vehicles.

Internal wiring: Unlike scooters from other operators, the scooters deployed by Spin have no exposed wiring, greatly reducing the opportunity for vandalism and eliminating the chance that a brake cable could be cut.

Parking lock: The front wheel of the scooter becomes immobilized when the scooter is parked.



Long range: The scooter can go up to 28 miles on a single charge.

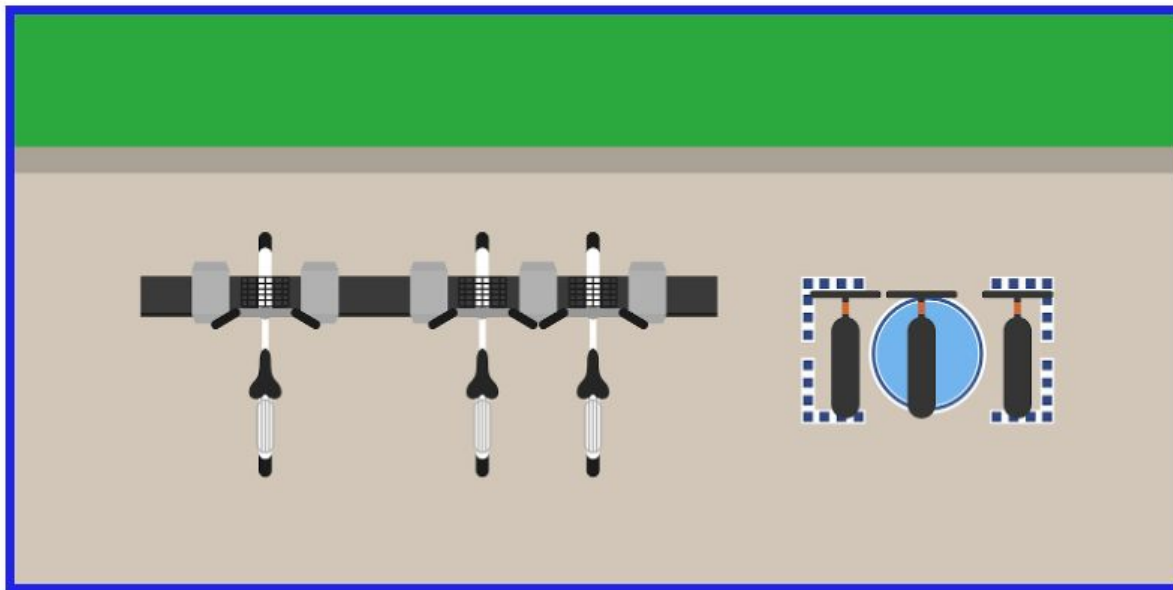
Motor: Depending on the scooter model, the motor power is either 250W or 300W.

Maximum Speed: The maximum speed of the scooters is set to 15 mph, but as articulated elsewhere, the maximum speed can be lowered as deemed appropriate by the City.

Customizable instructions for users: In addition to the scannable QR code used for checkout, the scooter is marked with instructions for the user on how to safely use the scooter and comply with local regulations, as well as how to access assistance. These markings may be customized by the City of Norfolk.

Parking

We will seek to co-locate dedicated bike share stations with virtual scooter stations and existing public bike racks to create “Mobility Hubs” that create predictability for riders and encourage responsible parking behavior.



(Bikes and scooters at a Zagster Mobility Hub)

Bike Parking

The most important feature of Zagster bike share programs is that we include two locks -- one for the rear wheel that immobilizes the bike, and an on-bike cable that locks the bike to a fixed object, preserving the right of way and deterring theft and abuse.

Riders can park at dedicated Zagster parking stations, or to any public bike rack. Both are displayed in the mobile app to educate riders on the appropriate places to park.

There is no power required for our stations. The stations are modular, do not need to be bolted into the ground, are moved easily, and can be placed on any hard, flat surface. We have the ability to install stations that fit as small as 5 bikes, up to 20 bikes.



Scooter Parking

One of the reasons Zagster chose Spin as our scooter provider is that Spin has led the scooter industry on tools for the responsible parking through the use of our parking rating tool, parking photos, and enforcement of rules based on those tools. This focus on partnership has led Spin to continuously innovate new tools for parking compliance, and to put those tools at the disposal of our city partners. This is an ongoing area of focus for Spin and we look forward to working with the City of Asbury Park to further mobility for all types of riders in the future.

Virtual Stations

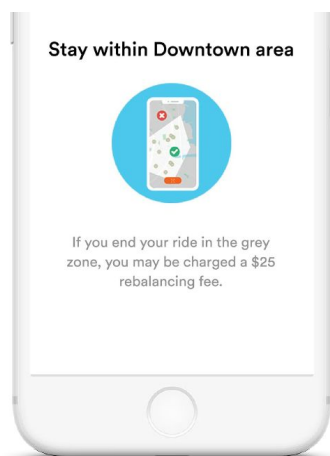
We are able to identify preferred parking locations in the user's in-app map, these are supplemented with pavement markings to identify proper scooter parking areas. Should the City be interested, we would be happy to help design and implement similar parking signs and zones, which are akin to virtual stations. Geofencing can also be implemented to bolster compliance or to incentivize users who park in appropriate locations. We can include at each location a sidewalk scooter parking decal to indicate proper parking.



Exclusion Areas

The Spin app uses geofencing to set service areas, enforce restricted areas where scooters are prohibited, and provide additional education to users in sensitive areas. Geofenced areas – used for whichever purpose – are shown to users in the in-app map, and our user education – such as informational pop-ups and in-app push notifications – informs users to comply with the geofencing.

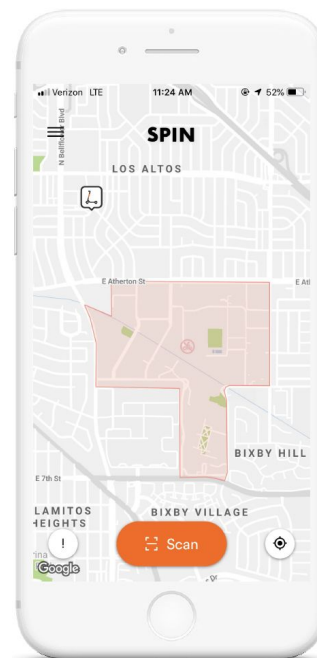
Should a user, for example, ride a scooter outside a geofenced area (or inside a prohibited area), we currently



use in-app push notifications to remind the user to finish the trip and park the scooter within the service area. Should a user park a scooter in violation of the geofence, we currently send an automated email asking the user to bring the scooter back to the service area.

Besides the aforementioned notifications, potential methods to increase user compliance – based on a City's preferences – include a penalty fee for users who park a scooter inside/outside

a geofenced area, depending on the geofence's purpose.



Rider Education

We believe in continuous reinforcement of safe riding guidelines – telling users what to do once is insufficient. We use all of the following means and opportunities to inform riders about safe practices and local guidelines for operating and parking scooter.

1. Before the first ride – users must view and affirm the full set of guidelines screens before they can ride a scooter
2. Follow up emails – we reach out to riders after any “thumbs down” parking report or unsafe riding report associated with a users trip, in order to reinforce rules and make users aware of consequences.
3. Spatial alerts – in coordination with the City, we can message riders by notification, email, or on the ride map with any information particular to that area.

4. Event-based, seasonal, and special alerts – we welcome the City’s input on creating safety and other campaigns using our messaging channels to users. Users who receive thumbs down parking ratings (such as for leaving a scooter tipped over) receive extra education to help them understand how to park properly. When they receive three thumbs down ratings, confirmed through trip-end pictures, users get an account suspension warning. If they get two more thumbs down, their account is suspended. This consequence schedule can be modified at the City’s request.

Proposed Service Level Agreements

We propose the following SLAs. Upon selection, we want to collaborate with the City and other stakeholders to determine the SLAs that will work best for riders, the community, program sponsors and mobility partners.

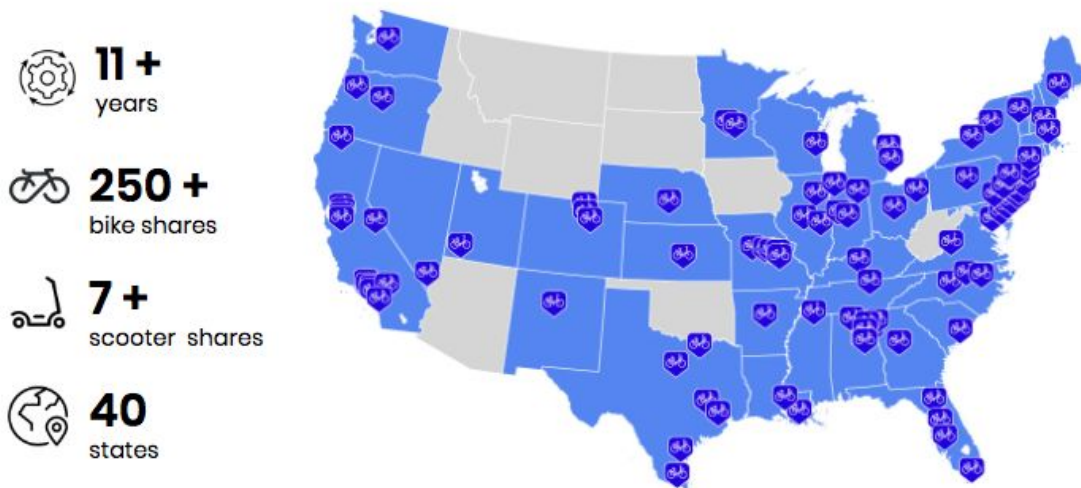
Proposed Performance Criteria	
Criteria	Proposed benchmark
Public safety	• Zagster will respond to requests of improperly parked or unsafe/inoperable scooters within 6 hours of receiving notice. • Zagster will work with City of Asbury Park to establish zones for scooter operation, and specific zones that will regulate speed automatically once a rider enters that zone, these zones will be reflected in the mobile app • Zagster may choose to provide virtual parking decals at mutually agreed locations. • Zagster will require scooter riders to take a photo whenever they park the scooter at the end of the ride
Education/Community Engagement	• Hold educational workshops • Host a forum for the stakeholder community to educate them about the scooter pilot • Attend special community events hosted by the City

Maintenance/Rebalance	• Daily rebalancing • Maintenance and safety check every three days • Response time to abandoned or obstructed units within four hours • Market manager to respond to City's requests • Zagster will pick up or swap a battery, charge and perform a safety check on each scooter after it hits twenty (20%) percent battery charge, or a charge reflecting a single ride left on the scooter, as quickly as operationally and commercially feasible
Customer Service	• Multilingual support for English, Spanish, and Mandarin • Response time within two minutes • In-app chat with support representatives • Zagster will provide notice to all users by means of signage and/or through a mobile web application that: riding responsibility is encouraged, parking must be done in designated areas, scooters are to be ridden on streets, and where available, in bike lanes and bike paths and scooters are to stay to the right of street lanes and to offer the ride of way to bicycles on bike lanes and bike paths.
Program Utilization	• Ability to scale program once utilization has reached three trips per unit per day • Ability to decrease fleet size once utilization has dropped below one trips per unit per day

	Ability to collaboratively identify new staging areas/virtual stations in high usage areas
Data Sharing	- Data shared via a dashboard - Data report shared monthly - Market Management available to respond to data requests within five business days

2. Qualifications and Experience

Our operations platform is tailor-built to deliver ongoing micro-mobility innovation and success to small and medium sized communities like the City of Asbury Park. Samples of our relevant experiences are outlined below.



City of St. George, UT **Population: 85,000**

In January 2017, Zagster launched a dock-based bike share program in St. George, Utah. The program featured 55-cruiser bikes, 3 adaptive bikes, and 11 stations distributed across the City of St. George and Dixie State University to help activate the city's trail networks and connect students to downtown destinations.

Through Zagster's robust sponsorship model, the two-year program was funded in full by six different community sponsors, and provided at no cost to the City of St. George.

Adam Greenstein, an account manager at the time, developed the partnership with the title sponsor of the program, Intermountain Healthcare. An expert in public-private partnerships, Adam collaborated with the City, the university, and program sponsors to finalize the design of the program and guide the project through implementation and launch.

On March 7, 2019, Zagster expanded the program to include Spin e-scooters after the City of St. George selected Zagster to be their exclusive e-mobility operator. We started with 100 scooters and have since scaled to 300 to meet the rising demand, with scooter usage averaging over 3 rides per scooter per day. Since launching scooters, we've also experienced our highest monthly bike share ridership, demonstrating the synergies achieved when a single, expert operator manages both modes of transit.

Driven by our operational tools (Wrangler) and development of industry leading SOPs, on-the our on the ground team of 25 mechanics and rebalancers (pictured below) has deployed and picked up 100% of permitted scooters every morning and evening.



(St. George Operations Team in the Zagster warehouse before morning deployment)

Huntsville, AL

Population: 195,000

In March 2017, we launched a dock-based bike share program in Huntsville, AL in partnership with Downtown Huntsville, Inc., the city's non-profit economic

development arm. The program featured 45 bikes and 9 stations funded in full by local sponsors, and offered at no cost to the city.

In April 2018, to meet the rising demand for a more flexible system that advanced the city's transit goals, we increased the size of the program to 100 bikes and converted the program to our dockless brand, Pace.

Adam Greenstein led the expansion and conversion to Pace from start to finish. He developed the sponsorship agreement with the title sponsor for the expansion (Blue Cross Blue Shield of Alabama), coordinated press and marketing activities to promote the new program locally, and coordinated with city and business stakeholders to ensure a smooth transition from a dock-based to a semi-dockless program.



(A Pace Huntsville bike, sponsored by Blue Cross Blue Shield of AL, parked at a public bike rack)

References

City of St. George UT, and Dixie State University	
Dates of Service	Jan 2018 – Present
Types of Vehicles	Zagster Bikes and Spin Scooters
Name of Organization	City of St George
Contact Name and Title	Marc Mortensen, Director of Support Services
Address	175 East 200 North, St. George, Utah 84770 United States
Email & Telephone	marc.mortensen@sgcity.org , (435) 627-4005

Purdue, Indiana	
Dates of Service	May 2015 – Present
Types of Vehicles	Pace Bikes and Ford Scooters
Name of Organization	Purdue University
Contact Name and Title	Aaron Madrid, Bicycle Operations Coordinator
Address	700 Ahlers Drive West Lafayette, IN 47907
Email & Telephone	madrida@purdue.edu , (765) 496-3825

City of Rochester, NY and University of Rochester	
Dates of Service	May 2017 – Present
Types of Vehicles	Pace Bikes
Name of Organization	City of Rochester, Erik Frisch
Contact Name and Title	Transportation Planner

Address	30 Church St., Rochester, NY 14614
Email & Telephone	erik.frisch@cityofrochester.gov, (585) 428-6709

3. List of Project Personnel

The primary point of contact with responsibility for this contract will be Bradley Ericson. Bradley can be reached at 617-575-9288 or at bradley@zagster.com. Bradley will be available for the on-site interview if necessary.

Upon selection, Zagster will implement our standard in-market operations hiring plan. Please see section 4 for a list of personnel that will, at a minimum, be involved with this contract. Additional partners, contractors and subcontractors will be hired and Zagster will introduce them and their area of responsibility prior to the scooter share launch.

4. Proposed Project Team

Name	Zagster Bio
 Timothy Ericson Founder, Chief Business Officer	Tim founded Zagster in 2007. Zagster was the first company in the industry to offer bikeshare to small and medium sized cities. Through Tim's leadership, Zagster has grown to operate in over 40 states across the country, and is the industry leader for mobility operations in small to medium sized communities. Tim is tasked with selecting Zagster's mobility provider partners, like Spin, and helping Zagster continuously develop new tools to innovate mobility solutions. Tim has a B.S. in Business Administration from Drexel University.



Adam Greenstein
Strategic Partnerships
Manager & Asbury Park's
Project Manager

Adam is responsible for helping new and existing customers implement multimodal mobility programs. Since joining the company as an Account Manager in 2017, Adam has managed over 70 municipal and university bike share programs, helping ensure their success and growth through developing partnerships with local and regional stakeholders and sponsors. Adam managed the Zagster Bike Share program in St. George Utah from day one, developed the partnership with the title sponsor of that program, and helped the city implement e-scooters through Zagster's partnership with Spin. Prior to joining Zagster, Adam earned a law and business degree (JD/MBA) from Northeastern University.



Adrian Albus
VP of Markets

Adrian has been responsible for innovating Zagster's micro-mobility operations. Adrian oversaw the development of most of the tools and procedures we use today to optimize mobility operations performance. Adrian leads the markets team and is tasked with growing Zagster's existing programs and optimizing performance and impact. Adrian has a B.A from University of Albany Suny, and M.B.A. from Duke.



Dan Keegan
Director of Operations

Dan is responsible for leading the team that handles all aspects of Zagster's launch and post-launch operations at over 230 programs across the United States. Dan will oversee the launch team that builds the program in Asbury Park along with the hiring of the in-field operations organization and their home office support based in Boston. Prior to joining Zagster, Dan designed, built, and led operations organizations both in the technology sector, the field services industry, and as a United States Marine. He also worked as Product Manager designing technology to help operations teams deliver more effective service to customers. Dan holds a BA from the University of New Hampshire and an MBA from Boston University.



John Blackler
Senior Operations
Manager

John joined the team in 2016 and has contributed significantly to Zagster's overall operations playbook. As one of Zagster's first Operations Managers, he has had a hand in the majority of our 200 bike share programs launches. John leads a national team of operations professionals tasked with servicing our mobility fleets daily. John is often first boots on the ground. John has a B.A. from Boston University.

5. Implementation Schedule

Below is an overview of the tasks required to bring the program to launch. Please note, given our past experience participating in public procurement processes and contract negotiation, we are assuming an optimistic forecast of contract award by June 12th, 2019, and execution of our scooter add on agreement by June 14th. Regardless of the exact date, we expect the process to look like the following:

Date	Milestone	Deliverable
June 17th (assuming)	Engagement with the City over deployment areas and system design	Identify areas to deploy bikes and scooters and define the borders of the system operating area
June 18th - 25th	Forum with business/stakeholder community	Discuss, collaborate, and provide opportunity to become a "mobility hub"
June 18th - 25th	Site surveys as needed	Visit locations to determine best bike and scooter staging positions
June 18th - 28th	Engagement with the City and stakeholder community over safety messaging	Work with community to identify safety messaging to include in the Spin app
June 18th - 28th	Source local warehouse	Secure space to house scooters and service as charging location
July 1st-19th	Hire and train local rebalancing and recharging team	Onboard local staff for rebalancing and recharging scooters

July 1st-19th	Distribute promotional information	Arm community partners with information about program to generate awareness
July 3rd	Ship and assemble scooters	Scale up scooter fleet for launch
July 19th	Deploy scooters into field	Launch!
July 19th	Launch event and ribbon cutting	Go-live!

Proposed Review Process

We will work with the City on an on-going basis to define success, optimize system design, and collaborate to address local initiatives, both before and after launch. We believe that having Zagster as the single point of contact for both bikes and scooters will drastically improve program success and lower the burden of coordination required from the City.

6. Availability

Zagster has the availability of the listed project personnel to launch a scooter share program in Asbury Park this July. Zagster representatives are available for an on-site interview in Asbury Park between May 23rd and June 7th. Zagster can provide a sample Spin scooter during this on site interview for a demonstration.

7. Insurance

Upon selection, Zagster will provide an endorsed evidence of insurance, meeting and/or exceeding the minimum coverage amounts outlined in the RFP, to the city of Asbury Park. A certificate showing evidence of coverage is attached.

Asbury Park will not be held liable for any theft, vandalism, injury, death, etc. Zagster will hold hold Asbury Park harmless and indemnify Asbury Park and its successors and assigns from any liabilities, losses, claims, judgements, suits, fines, penalties, demands or expenses including, but not limited to, all reasonable costs for defense and investigations claimed by anyone by reason of injury or damage to persons or property sustained by participation in the bike and/or scooter share program.



CERTIFICATE OF LIABILITY INSURANCE

DATE (M/D/YYYY) **3.H.14.a**
9/18/2018

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 Arthur J. Gallagher Risk Management Services, Inc. 470 Atlantic Avenue Boston MA 02210		CONTACT NAME: PHONE (A/C, No, Ext): 617-261-6700 FAX (A/C, No): 617-646-0400 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Associated Industries Insurance Co, Inc	
		INSURER B: Hartford Accident and Indemnity Company	
		INSURER C: Endurance American Insurance Company	
		INSURER D: Hartford Underwriters Insurance Company	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 559283106 **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 ☐ PRO-JECT ☐ LOC OTHER:			AES105358601	6/10/2018	9/10/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			08UECAZ6483	9/10/2018	9/10/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			ELD30000690700	6/10/2018	9/10/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	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 / A	08WECAB5Z3V	9/10/2018	9/10/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance

CERTIFICATE HOLDER Evidence of Insurance	CANCELLATION 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
--	--

A. Sample Contract

Please see below for a copy our Zagster's sample contract.

SCOOTER SHARE PROGRAM AGREEMENT

This scooter share program agreement (the **Agreement**), effective as of the date set forth on the signature page hereto (the **Effective Date**), is entered into by the entity or municipality named as Customer on the signature page hereto (**Customer**), and **Zagster, Inc.**, with a place of business at 109 Kingston Street, Suite 5, Boston, MA 02111 (**Zagster**). Capitalized terms used but not defined herein shall have the meaning ascribed to them in that certain Bike Share Program Agreement _____, between Zagster and Customer (the **Bike Share Agreement**).

Whereas, pursuant to the Bike Share Agreement, Zagster provides Customer the Bike Share Service; and

Whereas, Zagster is in the business of operating an electric scooter sharing service (the **Service**) in partnership with one or more scooter providers, to be selected by Zagster in its sole discretion from time-to-time (each, a **Scooter Provider**); and

Whereas, the parties desire for Zagster to engage a Scooter Provider for the benefit of, and to provide the Service (collectively, the **Program**) on the terms and conditions set forth herein;

Now, Therefore, for the mutual premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Customer and Zagster agree as follows:

1. Services.

1.1. Inspection and Maintenance. During the Term (as hereinafter defined), Zagster will inspect each scooter as set forth on **Exhibit A**, attached hereto and made a part hereof (the **Service Details**) to perform general maintenance, inspection, cleaning and replacement thereof. Zagster will engage a Scooter Provider to provide at least the number of scooters identified as the Scooter Minimum in Service Details; provided, however, that (i) in the event that Zagster changes Scooter Providers during the term, the requirement to provide the Scooter Minimum will be suspended during the period of transition between Scooter Providers, (ii) Zagster may provide less than the Scooter Minimum through the Program during weather that is unfavorable for scooter use, in Zagster's sole discretion (including hibernation periods, if applicable), and (iii) Zagster may provide less than the Scooter Minimum through the Program if the Scooter Provider or Zagster determine in good faith that it is unsafe to deploy any scooters (*e.g.*, defects with respect to a particular model or other condition outside of Zagster's control). The Service Details shall also set forth, at a minimum, the Scooter maximum, the hours of operation for the Service, the anticipated launch date for the Program, and any applicable service level agreements relating to pick up and recharge times.

1.2. Access. End users will access the scooters provided by the applicable Scooter Provider either through the applicable Scooter Provider's app, the Zagster app and/or the Pace app.

1.3. Additional Modes of Electronic Micro-Mobility. Zagster shall also have the exclusive right, but not the obligation, to launch additional modes of electronic micro-mobility, including, but not limited to, electronic bicycles and electronic tricycles, (each individually "Additional Mode," and collectively, "Additional Modes"), within the first twelve months of launching the Program with Customer. In the event that Zagster wants to launch an Additional Mode with Customer, Zagster shall present Additional Mode to Customer for the purposes of developing the Service Details that will apply to said Additional Mode. The Services Details agreed upon by the parties will be included in this Agreement as an Exhibit. All Additional Modes and Service Details shall be mutually agreed upon by the parties.

1.4. Parking Zone Decals. In the event that the parties desire for Zagster to place decals to denote for Scooter parking zones (each, a **Zone** and collectively, the **Zones**), the parties shall first mutually-agree upon the location of each such Zones and will work together on any necessary permitting or approval required for placement of such parking zone decals.

1.5. Advertisements. Zagster may promote Sponsors, Zagster, Pace or the Scooter Provider on advertisements located on the scooters and/or the Zones.

2. Fees. Fees for the Program and the Service shall be charged by Zagster or the Scooter Provider to the end users of the Program. Such fees shall be determined by Zagster from time-to-time, in its sole discretion, and Zagster or Scooter Provider will retain all such revenue. Neither Zagster nor Scooter Provider shall charge Customer for the Program or the Service. In the event that Zagster obtain third party sponsors for the Program or any advertisements for the Program, Zagster will retain all revenue derived therefrom.

3. Exclusivity. During the Term, Zagster shall be the only scooter sharing, scooter rental provider and/or electric bike share provider with the right to use any Customer-owned property or promoted by Customer.

4. Exclusive License to Customer Real Estate. Customer grants to Zagster and its users an exclusive, nontransferable (except pursuant to the Assignment provisions of the Bike Share Agreement), royalty-free, worldwide license to (i) secure, lock and/or park scooters on or to any legally-permissible scooter parking on Customer-owned property, including Zones, racks, corrals and sidewalks and (ii) to access Scooters parked or staged on Customer-owned property for the provision and utilization of the Program and the Services.

5. License to Customer IP. During the Term, Customer grants to Zagster a nonexclusive, nontransferable (except pursuant to the Assignment provisions of the Bike Share Agreement), royalty-free license to reproduce, display and otherwise use Customer's trademarks (**Customer IP**) solely (i) to promote the Program, (ii) to list Customer on Zagster's customer lists and website, and (iii) in connection with the name of the Program. All use of Customer IP and any resulting goodwill shall accrue solely to the benefit of Customer. In addition to the foregoing, Customer grants Zagster an unlimited, irrevocable, perpetual, transferable, royalty-free, worldwide license to use and/or incorporate into the Program any feedback, suggestions or recommendations related thereto that Customer or its agents or employees provide to Zagster.

6. Press Release. Zagster may issue a press release announcing the parties' relationship hereunder. Zagster will provide Customer with a copy of any proposed press release prior to issuance and Customer shall have the right to provide any comments or feedback related thereto.

7. Term; Termination. Unless earlier terminated in accordance with this Section, this Agreement is effective from the date hereof until the date which is 12 months from the date that Zagster first launches scooters with the Customer (**Initial Term**), following which the term shall automatically renew for successive 1-year periods (each, a **Renewal Term** and together with the Initial Term, the **Term**) unless either party provides written notice of nonrenewal at least 60 days in advance of the end of then-current Term.

Either party may terminate this Agreement (i) if the other party is adjudicated bankrupt or otherwise seeks to avoid its performance obligations under applicable bankruptcy or insolvency laws or (ii) upon the occurrence of a material breach of this Agreement by the other party if such breach is not cured within 30 days after written notice identifying the matter constituting the material breach. In the event that the Bike Share Agreement is terminated prior to the expiration or termination of this Agreement, the terms referenced in the Bike Share Agreement and used herein shall remain effective until the expiration or earlier termination of this Agreement.

8. Applicable Bike Share Agreement Terms; Amendment to Bike Share Agreement. The terms set forth in the Bike Share Agreement pertaining to Title to IP, Confidentiality, Warranty Disclaimer, Limitation of Liability, Insurance, and the General Provisions (to the extent not otherwise set forth herein) shall apply to this Agreement as if restated herein in their entirety. As additional consideration for entering into this Agreement, the parties agree to amend the Bike Share Agreement as set forth on **Exhibit B**, attached hereto and made a part hereof.

9. General Provisions.

9.1. Counterparts. This Agreement may be executed in one or more counterparts, each of which is an original, but taken together constituting one and the same instrument.

9.2. Survival. Sections 2 through 9 shall survive the termination or expiration of this Agreement.

9.3. Entire Agreement. This Agreement constitutes the entire agreement, and other than the Bike Share Agreement, supersedes all prior negotiations, understandings or agreements (oral or written), between the parties concerning the subject matter of this Agreement. If there are any conflicts between the terms and provisions of this Agreement and the terms and provisions of the Bike Share Agreement, the terms and provisions of this Agreement shall govern and prevail.

Signatures appear on the following page

In witness whereof, the parties have executed this Agreement as of the Effective Date set forth below

CUSTOMER:

By: _____
Name: _____
Title: _____
Address: _____

**ZAGSTER:
ZAGSTER, INC.**

By: _____
Name: _____
Title: _____

Effective Date: _____

Exhibit A
Services Details

Contractual launch date of the Scooter Program at such Proposed Location (the “Launch Date”)	Summer 2019.
Number of scooters at Launch Date, and subsequent expansion schedules	Scale up to 150 scooters within 30 days of the Launch date, with the ability to increase to 250 to meet demand.
Additional obligations	Zagster will work with Customer to establish zones for scooter operation, and specific zones that will regulate speed automatically once a rider enters that zone, these zones will be reflected in the mobile app Zagster may choose to provide virtual parking decals at mutually agreed locations. Zagster will pick up or swap a battery, charge and perform a safety check on each scooter after it hits twenty (20%) percent battery charge, or a charge reflecting a single ride left on the scooter, as quickly as operationally and commercially feasible Zagster will collect, charge, perform a safety check on, and redeploy each scooter in the fleet at least once a week Zagster will require scooter riders to take a photo whenever they park the scooter at the end of the ride Zagster will respond to requests of improperly parked or unsafe/inoperable scooters within 6 hours of receiving notice. Zagster will maintain a 24-hour customer service phone number for customers to report safety concerns, complaints, or to ask questions. Zagster will provide notice to all users by means of signage and/or through a mobile web application that: riding responsibility is encouraged, parking must be in done in designated areas, scooters are to be ridden on

	streets, and where available, in bike lanes and bike paths and scooters are to stay to the right of street lanes and to offer the ride of way to bicycles on bike lanes and bike paths.
Initial hours of operation	7am to 9pm
Service area	City limits as defined by both parties during the planning phase in advance of the launch date

Exhibit B
Amendments to Bike Share Agreement

None.



RESOLUTION NO. 2019-223

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

AWARDING BID FOR THE TRANSPORTATION OF LIQUID SEWERAGE SLUDGE FROM AP WASTE WATER TREATMENT PLANT TO PVSC

WHEREAS, the City of Asbury Park duly advertised on Saturday, May 11, 2019 for the receipt of bids for the transportation of liquid sewerage sludge from the Asbury Park Waste Water Treatment Plant to Passaic Valley Sewerage Commission; and

WHEREAS, the following bids were received on Wednesday, May 22, 2019 and reviewed by the Director of Purchasing:

YEAR 1	Russell Reid Waste Hauling	Spectraserve Inc.
Standard Fee Per Gallon	0.0530	0.0694
Add-On Fee Per Gallon	0.0100	0.0008
Add-On/Deduct Fee per Mile	\$2.00	\$3.00
Saturday, Sunday & Holiday Per Gallon	0.0100	0.0860

WHEREAS, it has been determined that Russell Reid Waste Hauling and Disposal Service Co., Inc. submitted the lowest responsible bid in accordance with the bid specifications; and

WHEREAS, it is the desire of the governing body to award a contract for the transportation of liquid sewerage sludge from the Asbury Park Waste Water Treatment Plant to Passaic Valley Sewerage Commission for year 1 with the option of renewing the contract for two (2) one year extensions at the submitted bid prices; and

WHEREAS, there are sufficient funds in the Sewer Operating Budget to cover the cost of this contract for 2019 and funds will be provided for in the future budget as needed.

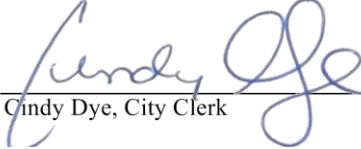
NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey that it hereby awards a contract to Russell Reid Waste Hauling and Disposal Service Co., Inc. for the transportation of liquid sewerage sludge from the Asbury Park Waste Water Treatment Plant to Passaic Valley Sewerage Commission.

NOW, THEREFORE BE IT FURTHER RESOLVED that a copy of this Resolution

be provided to the Superintendent of Public Works, Chief Sewerage Plant Operator, City Manager and Director of Purchasing.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-223 which was finally adopted by the City Council at a meeting held on the 12th day of June, 2019

CERTIFIED BY ME THIS 13th DAY OF June, 2019.


Cindy Dye, City Clerk 6/13/2019

CINDY A. DYE
CITY CLERK

City of Asbury Park
TRANSPORTATION OF LIQUID SEWAGE SLUDGE FROM AP WASTE WATER TREATMENT FACILITY TO PVSC
Wednesday, May 22, 2019
11:00 AM

3.H.15.a

	BIDDER NAME		
	Russell Reid 200 Smith St PO Box 130 Keasby, NJ 08832	Spectraserv Inc. 75 Jacobus Ave South Kearney, NJ 07032	
YEAR 1			
STANDARD FEE PER GALLON	0.0530	0.0694	
ADD-ON FEE PER GALLON	0.010	0.008	
ADD-ON OR DEDUCT FEE PER MILE	\$2.00	\$3.00	
SATURDAY, SUNDAY & HOLIDAY PER GALLON	0.010	0.086	
YEAR 2			
STANDARD FEE PER GALLON	0.0550	0.0694	
ADD-ON FEE PER GALLON	0.010	0.008	
ADD-ON OR DEDUCT FEE PER MILE	\$2.00	\$3.00	
SATURDAY, SUNDAY & HOLIDAY PER GALLON	0.010	0.086	
YEAR 3			
STANDARD FEE PER GALLON	0.0580	0.0749	
ADD-ON FEE PER GALLON	0.010	0.008	
ADD-ON OR DEDUCT FEE PER MILE	\$2.00	\$3.40	
SATURDAY, SUNDAY & HOLIDAY PER GALLON	0.010	0.096	

Attachment: 2019 Sludge Hauling Bid Summary Sheet (2019-223 : Awarding Bid for the Transportation of

BID PROPOSAL	YES	YES	
ETHICS STATEMENT	YES	YES	
ADDENDA RECEIPT	YES	YES	
AFFIRMATIVE ACTION	YES	YES	
NJ ANTI-DISCRIMINATION	due within 7 days of award	YES	
AMERICANS W/DISABILITIES ACT	due within 7 days of award	YES	
STOCKHOLDERS DISCLOSURE OF OWNERSHIP	YES	YES	
BUSINESS REGISTRATION CERTIFICATE		YES	
DISCLOSURE OF INVESTMENTS IN IRAN	YES	YES	
NJ WORKERS & COMMUNITY RIGHT TO KNOW	due within 7 days of award	due within 7 days of award	
NON-COLLUSION AFFIDAVIT	YES	YES	
EXPERIENCE & QUALIFICATIONS STATEMENT	YES	YES	
CURRENT CONTRACT OBLIGATIONS	YES	YES	
ELECTIONS CONTRIBUTIONS	YES	YES	
W9 FORM	YES	YES	



RESOLUTION NO. 2019-224

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

AWARDING OF A CONTRACT TO MILLENNIUM COMMUNICATIONS GROUP FOR VARIOUS PROJECTS AROUND CITY HALL

WHEREAS, the City of Asbury Park received pricing from Millennium Communications Group for installation of new fiber optic cable at Kingsley Avenue; and

WHEREAS, price of the project is \$12,886.25 and is attached to this Resolution; and

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

WHEREAS, the City of Asbury Park received pricing from Millennium Communications Group for the replacement of the Judge's Camera; and

WHEREAS, price of the project is \$3,175.00 and is attached to this Resolution; and

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

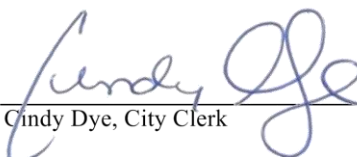
WHEREAS, the City Manager is hereby authorized to sign any and all contracts and paperwork associated with this project; and

WHEREAS, the Chief Financial Officer has certified that funds are available in Capital Accounts C-04-55-998-177-004 of the official budget to which the contract will be officially charged; and the maximum dollar value of the pending contract is as set forth in the resolution; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the award of a contract to Millennium Communications in the amount of \$16,061.25 for various projects around City Hall.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-224 which was finally adopted by the City Council at a meeting held on the 12th day of June, 2019

CERTIFIED BY ME THIS 13th DAY OF June, 2019.

A handwritten signature in blue ink, appearing to read "Cindy Dye", is written over a horizontal line.

Cindy Dye, City Clerk

6/13/2019

CINDY A. DYE
CITY CLERK



*One Point of Contact
Endless Possibilities.*

Federal GSA Schedule #70
Contract #GS-35F-0220R
NJ State Contract/WSCA #87720
NJ State Contract/WSCA #75580
NJ State Contract/NT2989/#88740
Communications Wiring Services
Hunterdon County HCESC TEC #06
Passaic County Co-Op #38PCCP
PEPPM
TIPS: USA
SPIN#143007785

May 22, 2019

P.O. Kirby Vargas Jr.
Asbury Park Police Department
(Technical Services Unit)
One Municipal Plaza
Asbury Park, NJ 07712

Dear Officer Vargas Jr.

On behalf Of Millennium Communications Group, Inc.; I wish to thank you for extending us this opportunity to submit this proposal for the Installation of new fiber optic cable link to replace the wireless equipment on Kingsley/Cookman/Asbury Ave.

All work is quoted under the New Jersey Prevailing Wage Act and NJ Stat Contract #T2989/#88740.

Asbury Park has issue Purchase Order #19-0143, which is dedicated to 3 Projects. One of these Projects was for the fiber link to Kingsley for the amount of \$24,850.00 on this PO.

Due to changes from when the proposal was originally done. The existing utility pole line from Heck St. up Asbury Ave. has been removed and the road widened. All utilities are now underground. (See attached PDF)

The new cost for the routing of the fiber and trenching is the following:

- Furnish and Install 500' of new strand & hardware
- Furnish 1400' of new 6 CT. FOC
- Set new Utility Pole next to Brushes & Trees on East side of Heck.
- Trench from new pole to Hand-hole at Traffic Light (Kingsley) 870'
- Bore under side walk at Traffic Light
- Furnish and Install 1 – ½" conduit in grass area
- Furnish and Install 1 Hand-hole ½ way point
- Install 900' of FOC thru conduit and into Traffic Light system
- Splice fiber strands for cameras back to APPD MDF
- Test and Label

<u>Project Total:</u>	<u>\$37,736.25</u>
<u>City of Asbury Park PO #19-0143</u>	<u>\$24,850.00</u>
<u>Variance:</u>	<u>\$12,886.25</u>



One Part of a Contract
Endless Possibilities.

Federal GSA Schedule #70
Contract #GS-35F-0220R
NJ State Contract/WSCA #87720
NJ State Contract/WSCA #75580
NJ State Contract/IT2989/188740
Communications Wiring Services
Hunterdon County HCESC TFC #06
Passaic County Co-Op #38PCCP
PEPPM
TIPS: USA
SPIN#143007785

If you have any questions or require any further information please do not hesitate to contact me by phone at (973) 929-2540 or by email at britchie@millenniuminc.com.

Sincerely,

Bob Ritchie

President

Customer Acceptance

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

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



Endless Possibilities.

SPIN #143007785
Federal GSA #GS-35F-0220R
NJWSCA 87720 / 75580
HCESC TEC #06
NJ State Contract #12989 / #88740
Hunterdon County HCESC TEC #06

July 27th 2018

P.O. Kirby Vargas Jr.
Asbury Park Police Department
(Technical Services Unit)
One Municipal Plaza
Asbury Park, NJ 07712

Attn: P.O. Kirby Vargas Jr.

Re: Asbury Park Police Department Judge's Replacement Camera

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

Axis 5MP Dome Cameras

- (1) P3227-LVE Day/night fixed dome with support for Forensic WDR, Lightfinder and OptimizedIR with built-in IR illumination. IK10 vandal-resistant outdoor casing. Varifocal 3.5-10 mm P-Iris lens with remote zoom and focus simplifying the installation. Multiple, individually configurable H.264 and Motion JPEG streams. 5 MP at 30 fps with WDR. Power over Ethernet. Midspan not included. Includes mounting bracket for wall or junction boxes and weather shield against sun, rain or snow.
- (1) Pendant Kit
- (1) Wall Mount Bracket
- (1) Cat6 Cable
- Camera & System Configuration

\$3,175.00

Sincerely,
Keith P. Burkhard
Manager, Security & Surveillance



*On a Regular Contract
Endless Possibilities.*

SPIN #143007785
Federal GSA #GS-35F-0220R
NJ WSC A 87720 / 75580
HCEC TEC #06
NJ State Contract / #T2989 / #88740
Hunterdon County HCEC TEC #06

Standard Terms & Conditions

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

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

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

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

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

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

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

Permits, fees, Environmental evaluation and inspections are the responsibility of others.

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

Cancelled orders will incur a 30% restocking charge.

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

Any & All materials/equipment are subject to change based on availability. Any substitute in equipment or material will be of equal quality, function and value.

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

Changes to this contract shall not affect above payment schedule.

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

MCG technicians will ONLY be authorized to perform work that is specifically listed in the above scope of work.

ANY additional work will be done by executing a CHANGE ORDER.

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



*One Point of Contact
Endless Possibilities.*

SPIN #143007785
Federal GSA #GS-35F-0220R
NJ WSCA 87720 / 75580
HCESC TEC #06
NJ State Contract / #12989 / #88740
Hunterdon County HCESC TEC #06

Customer Acceptance

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

Please include a copy of you ST-4 Tax Form

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



RESOLUTION NO. 2019-225

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

RESOLUTION APPROVING CHANGE ORDER #4 FOR BRIDGE AND HECK STREET IMPROVEMENTS

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

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

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

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

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

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

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

WHEREAS, the Chief Financial Officer has certified that funds are available in C-04-55-998-170-002 and C-04-55-998-172-016 within the Capital Fund and the maximum dollar value of the pending change orders is as set forth in this resolution; and

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Asbury Park, County of Monmouth and State of New Jersey that this Change Order #4 shall not exceed zero dollars and zero cents (\$0.00).

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute Change Order Number 4 on behalf of the Governing Body.

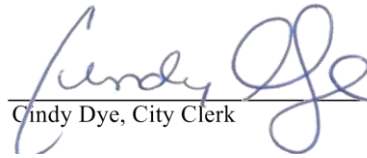
BE IT FURTHER RESOLVED that the contract between the parties referred to above shall be amended to reflect the changes approved herein.

BE IT FURTHER RESOLVED that a certification of availability of funds shall be attached to the original copy of this resolution and kept in the files of the City Clerk.

BE IT FURTHER RESOLVED that a copy of this Resolution be provided the CFO, Lucas Brothers, Inc., City Engineer and City Manager.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-225 which was finally adopted by the City Council at a meeting held on the 12th day of June, 2019

CERTIFIED BY ME THIS 12th DAY OF June, 2019.

A handwritten signature in blue ink, appearing to read "Cindy Dye", is written over a horizontal line.

Cindy Dye, City Clerk

6/13/2019

CINDY A. DYE
CITY CLERK

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

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

CHANGE ORDER NO. 4

DATE: June 4, 2019

PROJECT: Bridge Street Improvements and Heck Street Improvements

OWNER: City of Asbury Park

CONTRACTOR: Lucas Brothers, Inc.

DESCRIPTION OF CHANGE:
REDUCTIONS:
Various Items reduced to reflect as-built quantities
EXTRA:
Various Items increased to reflect as-built quantities
SUPPLEMENTARY:
S-A1 Additional Heck Street Sewer Investigations
S-B5 Additional Roadway Excavation of Unstable Subsoil

APPROVAL RECOMMENDED:	SEE ATTACHED DETAIL	ADDITIONAL	REDUCTION
CHRISTINE A. BALLARD, P.E.	A. TOTAL REDUCTIONS THIS C.O.	XXXXXXXXXXXX	\$35,106.50
ACCEPTED:	B. TOTAL EXTRAS THIS C.O.	\$17,960.83	XXXXXXXXXXXX
CONTRACTOR:	C. TOTAL SUPPLEMENTARY THIS C.O.	\$17,145.67	XXXXXXXXXXXX
Lucas Brothers, Inc.	TOTALS THIS C.O.	\$35,106.50	\$35,106.50
OWNER'S APPROVALS:	NET CHANGE THIS CHANGE ORDER	\$0.00	
	PREVIOUS CHANGE ORDERS	\$167,929.80	\$144,660.49
	TOTAL CHANGE ORDERS TO DATE	\$203,036.30	\$179,766.99
	NET CHANGE IN CONTRACT	\$23,269.31	

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

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

CHANGE ORDER NO. 4

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

PROJECT: Bridge Street Improvements and Heck Street Improvements

OWNER: City of Asbury Park

CONTRACTOR: Lucas Brothers, Inc.

ITEM NO.	DESCRIPTION	UNIT		
		QUANTITY	PRICE	AMOUNT
A5	Police Traffic Directors (If & Where Directed)	31.46 HR	\$75.00	\$2,359.27
B5	Police Traffic Directors (If & Where Directed)	151.97 HR	\$75.00	\$11,398.00
B6	Fuel Price Adjustment	560.44 DOL	\$1.00	\$560.44
B41	10" Ductile Iron Sewer Pipe (Replacement)	166.31 LF	\$125.00	\$20,788.79
REDUCTIONS				
TOTAL REDUCTIONS				

\$35,106.50

B7	Asphalt Price Adjustment	3192.38 DOL	\$1.00	\$3,192.38
B14	HMA 9.5M64 Surface Course, 2" Thick	64.31 TON	\$190.00	\$12,218.90
B31	Hot Mix Asphalt Driveway, 5" Thick	14.00 SY	\$100.00	\$1,400.00
B38	Traffic Stripes, Long-Life, Thermoplastic, 24" Wide	277.00 LF	\$4.15	\$1,149.55
EXTRA				
TOTAL EXTRA				

\$17,960.83

S-A1	Heck Street Sewer Investigations	0.21 LS	\$11,170.99	\$2,359.27
S-B5	Additional Roadway Excavation of Unstable Subsoil	1.00 LS	\$14,786.40	\$14,786.40
SUPPLEMENTARY				
TOTAL SUPPLEMENTARY				

\$17,145.67



RESOLUTION NO. 2019-226

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

REJECTING BIDS FOR OPTICOM (OR EQUIVALENT) GPS PREEMPTION & ACTIVATED TRAFFIC SYSTEM

WHEREAS, on Friday, May 24, 2019 at 11:00 AM the City of Asbury Park accepted bids for Opticom (or equivalent) GPS Preemption & Activated Traffic System; and

WHEREAS, the bid document specifically stated, "It is mandatory that each respondent state if there are any ethics violations existing against the firm and/or individual responding. Failure to include this statement will result in disqualification." and

WHEREAS, one bid was received and did not include an ethics statement as requested; and

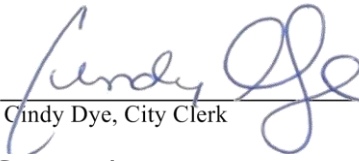
WHEREAS, all bids have been disqualified and the project shall be rebid immediately; and

WHEREAS, a copy of this Resolution shall be provided to the City Manager, Director of Purchasing and all bidders.

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 that all bids for Opticom (or equivalent) GPS Preemption & Activated Traffic System are hereby disqualified and shall be rebid immediately.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-226 which was finally adopted by the City Council at a meeting held on the 12th day of June, 2019

CERTIFIED BY ME THIS 13th DAY OF June, 2019.

A handwritten signature in blue ink, appearing to read "Cindy Dye", is written over a horizontal line.

Cindy Dye, City Clerk

6/13/2019

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2019-227

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

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY PARK AUTHORIZING THE PERSON-TO-PERSON AND PLACE-TO-PLACE TRANSFERS OF PLENARY RETAIL CONSUMPTION LICENSE NO. 1303-33-008-010 FROM ASBURY ONE LIQUOR LICENSE LLC TO 1101 OCEAN AVE VENTURE LLC

WHEREAS, an application has been filed for the person-to-person and place-to-place transfers of Plenary Retail Consumption License Number 1303-33-008-010 (the “**License**”), previously issued to Asbury One Liquor License LLC, having a mailing address of 1114 Avenue of the Americas, 39th Floor, New York, New York 10036; and

WHEREAS, the License is currently held in inactive (in-pocket) status; and

WHEREAS, the application seeks to transfer the License to 1101 Ocean Ave Venture LLC (the “**Applicant**”) for the premises located at 1101 Ocean Avenue, Asbury Park, New Jersey, as more particularly depicted in the application and which are part of the project commonly known as Asbury Ocean Club; and

WHEREAS, the submitted application form is complete in all respects, the proper disclosures have been made, the transfer fees have been paid, the proper notices have been published, and the License has been properly renewed for the current 2018-2019 license term; and

WHEREAS, the Applicant is qualified to be licensed according to all standards established by Title 33 of the New Jersey Statutes, regulations promulgated thereunder, as well as pertinent local ordinances and conditions consistent with Title 33; and

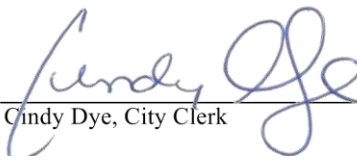
WHEREAS, the Asbury Park Police Department has undertaken its review; and

WHEREAS, no written objections pursuant to N.J.A.C. 13:2-2.7 were received.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey, acting as the local alcoholic beverage control board, that the person-to-person and place-to-place transfers of the License are hereby approved, effective immediately, and that the City Clerk may endorse the License certificate to the new licensee 1101 Ocean Ave Venture LLC for use at the licensed premises at 1101 Ocean Avenue, Asbury Park, New Jersey, subject to all of the License’s terms and conditions.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-227 which was finally adopted by the City Council at a meeting held on the 12th day of June, 2019

CERTIFIED BY ME THIS 13th DAY OF June, 2019.

A handwritten signature in blue ink, appearing to read "Cindy Dye", is written over a horizontal line.

Cindy Dye, City Clerk

6/13/2019

CINDY A. DYE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2019-22**

**AUTHORIZING THE CITY OF ASBURY PARK TO CONVEY AN EASEMENT OVER
A CERTAIN PORTION OF THE RIGHT-OF-WAY AREA (AIR SPACE) ADJACENT
TO THE PROPERTY LOCATED AT 306 (A/K/A 308) MAIN STREET, ASBURY PARK,
NEW JERSEY (BLOCK 2508, LOT 9)**

WHEREAS, the City of Asbury Park (the “City”) possesses certain ownership and control authority over certain public right-of-way (“R.O.W.”) areas located within the City; and

WHEREAS, Santander Bank, N.A., f/k/a Sovereign Bank, N.A. (the “applicant”) is the owner of the property located at 306 (a/k/a 308) Main Street, Asbury Park, New Jersey, which is more commonly known and designated as Block 2508, Lot 9 on the City’s official Tax Map (the “Property”); and

WHEREAS, the applicant has requested that the City allow it to use a portion of the public R.O.W. area along Main Street, which portion constitutes air space, for the replacement, repair and maintenance of an awning/canopy (the “Canopy”) above the entryway to the applicant’s Property, which will extend volumetrically over a portion of the R.O.W. in front of the Property; and

WHEREAS, the proposed Canopy shall encroach into the air space of the public R.O.W. area by approximately sixty-five (65) square feet; and

WHEREAS, the easement area is described in more detail in the Exhibits which are attached to a proposed Easement Agreement, which is attached hereto and made a part hereof; and

WHEREAS, the terms and conditions associated with this undertaking are also set forth in more detail in the attached Easement Agreement; and

WHEREAS, the Mayor and Council have previously determined to consider requests for encroachment into the public right-of-way areas on a case-by-case basis; and

WHEREAS, with respect to the within request, the Mayor and Council have determined the following:

1. The within proposed encroachment into the public right-of-way shall not interfere with the ability of the public to continue to utilize the existing sidewalk or other public areas that are adjacent to the Property, as the encroachment involves air space only; and

2. The within proposed encroachment is necessary in order to allow for the planned beautification project at the Property, which will improve the aesthetic appearance of the Property and the surrounding area(s) in general, which are located in the Main Street Redevelopment Area; and
3. The total area of the within proposed encroachment is de minimus given the overall size of the Property; and
4. The granting of the proposed easement will not negatively affect the surrounding area in which the Property is located; and

WHEREAS, as a result, to the extent that the City has jurisdiction over the area in question, and without making any affirmative representations with regard thereto, the Mayor and Council are willing to grant an assignable easement in perpetuity to the applicant over the easement area (which constitutes air space) in order to permit the replacement, repair and maintenance of the Canopy, for the consideration of Five Hundred Twenty Two Dollars (\$522.00), with the condition that the easement area shall only be used for the purpose(s) set forth herein, and for no other purpose(s), and pursuant to the terms and conditions set forth in the attached Easement Agreement; and

WHEREAS, the purpose of this Ordinance is to authorize said approval in accordance with the New Jersey Local Lands and Buildings Law, N.J.S.A. 40A:12-1, *et seq.*; and

WHEREAS, the Mayor and Council do not wish for the granting of this easement to serve as a precedent for further encroachments into the City's right-of-way areas elsewhere in the City, but rather declare that any and all such requests must be carefully reviewed by the Governing Body and considered strictly on a case-by-case basis, and that any such requests shall be granted only where substantial reasons are shown to justify and warrant the granting of the easement.

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

1. That, to the extent that the City has jurisdiction over the easement area in question, and without making any affirmative representations with regard thereto, the City authorizes the conveyance of an assignable easement to the applicant, in perpetuity, for the consideration of Five Hundred Twenty Two Dollars (\$522.00), over a certain portion of the public right-of-way area ("R.O.W."), constituting air space, which is described and depicted in more detail in the attached Easement Agreement, pursuant to the terms and conditions set forth in the attached Easement Agreement.
2. That the Mayor is hereby authorized to execute, and the Municipal Clerk to attest, the attached Easement Agreement, in order to effectuate the granting of this easement.

3. That, following proper execution and notarization of the attached Easement Agreement, the same shall be recorded with the Monmouth County Clerk's Office.
4. That all other City officials and employees are hereby authorized to undertake any activities that are necessary in furtherance of the intentions of the within Ordinance.
5. That all costs and expenses associated with this matter shall be paid by the applicant, through an escrow account established with the City.
6. That this Ordinance shall become effective twenty (20) days following its final passage, in accordance with N.J.S.A. 40:69A-181(b).
7. That the provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction such judgment shall be limited in its effect only to the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.
8. That all other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2019-22 which was finally adopted by the City Council at a meeting held on the 26th day of June, 2019

CINDY A. DYE
CITY CLERK

Record & Return To:

Frederick C. Raffetto, Esq.
 Ansell Grimm & Aaron, P.C.
 1500 Lawrence Ave.
 CN 7807
 Ocean, NJ 07712

Prepared by:

 Frederick C. Raffetto, Esq.

**EASEMENT AGREEMENT TO PERMIT ENCROACHMENT OVER A CERTAIN
 PORTION OF THE RIGHT-OF-WAY AREA (AIR SPACE)
 ADJACENT TO THE PROPERTY LOCATED AT
 306 (A/K/A 308) MAIN STREET, ASBURY PARK, NEW JERSEY
 (BLOCK 2508, LOT 9).**

THIS AGREEMENT (the “Agreement”) is entered into this ____ day of _____, 2019, by and between the City of Asbury Park, a municipal corporation of the State of New Jersey, whose address is 1 Municipal Plaza, Asbury Park, New Jersey 07712 (the “Grantor” or “City”), and Santander Bank, N.A., f/k/a Sovereign Bank, N.A., a national banking association, having an office at 824 North Market Street, Suite 100, Wilmington, Delaware 19801, and its successors and/or assigns (the “Grantee”).

WITNESSETH:

WHEREAS, the City possesses certain ownership and control authority over certain public right-of-way (“R.O.W.”) areas located within the City; and

WHEREAS, the Grantee is the owner of the property located at 306 (a/k/a 308) Main Street, Asbury Park, New Jersey, which is more commonly known and designated as Block 2508, Lot 9 on the City’s official Tax Map (the “Property”); and

WHEREAS, the Grantee has requested that the Grantor allow it to use a portion of the public R.O.W. area along Main Street, which portion constitutes air space, for the replacement, repair and maintenance of an awning/canopy (the “Canopy”) above the entryway to the Grantee’s Property, which will extend volumetrically over a portion of the R.O.W. in front of the Property; and

WHEREAS, the proposed Canopy shall encroach into the air space of the public R.O.W. area in certain limited respects; and

WHEREAS, the easement area measures approximately sixty-five (65) square feet (the “easement area”), and is described in more detail in a legal description prepared by William DiMarzo & Son, Assoc., Inc., dated August 15, 2017, and last revised October 10, 2017, a copy of which is attached hereto as Exhibit “A,” and depicted in more detail on the attached Survey, entitled “Location Property Survey” of Lot 9, Block 2508, in the City of Asbury Park, Monmouth County, New Jersey, dated August 15, 2017, and last revised October 10, 2017, as prepared by William P. Swift, Professional Land Surveyor and Professional Planner, attached hereto as Exhibit “B”; and

WHEREAS, on _____, the City adopted Ordinance No. _____, which provided authorization for the conveyance of an easement over the R.O.W. area described in Exhibit “A” and depicted on Exhibit “B” to the Grantee for the consideration of Five Hundred Twenty Two Dollars (\$522.00); and

WHEREAS, a certified copy of Ordinance No. _____ (without attachments) is annexed hereto as Exhibit “C”; and

WHEREAS, the Ordinance recognized that this authorization was being provided to the Grantee to the extent that the Grantor has jurisdiction over the easement area in question, as described in Exhibit “A” and depicted on Exhibit “B,” and without making any affirmative representations with regard thereto; and

WHEREAS, to the extent that the Grantor has jurisdiction over the easement area and without making any affirmative representations with regard thereto, the Grantor is willing to allow the replacement and maintenance of the Canopy under the terms and conditions set forth herein; and

WHEREAS, the parties acknowledge that additional approvals may be required from other agencies or authorities for use of any public right-of-way areas that are outside of the jurisdiction of the Grantor.

NOW, THEREFORE, based upon the mutual promises, terms and conditions set forth below, and for the consideration of Five Hundred Twenty Two Dollars (\$522.00), the adequacy of which the parties hereto expressly acknowledge, the parties hereto agree as follows:

1. To the extent that the Grantor has jurisdiction over the easement area in question, and without making any affirmative representations with regard thereto, the Grantor hereby grants to the Grantee an assignable easement in perpetuity over a certain portion of the public right-of-way area (“R.O.W.”) which is described in Exhibit “A” and depicted on Exhibit “B” (the “easement area”), in order to allow for the replacement, repair and maintenance of an awning/canopy (the “Canopy”) above the entryway to the Grantee’s Property, which will extend volumetrically over a portion of the R.O.W. in front of the Property. The right to replace, repair and maintain the Canopy shall be a continuing right, permitting multiple replacements over time,

as deemed necessary by Grantee, in its sole discretion; however, the Grantee shall be required to obtain a construction permit from the Grantor for any replacement of the Canopy. Additionally, there shall be no expansion of the size, or change to the design, of the Canopy without additional approvals and permitting by the Grantor. Said approvals and permits shall be issued at the sole discretion of the Grantor.

2. The Grantee will exercise the privilege granted herein at the Grantee's own risk and agrees indemnify and hold harmless the Grantor, as well as all officials, employees and agents of the Grantor, against any and all liability for injury or damages sustained to any person or property relating to the Grantee's exercise of the rights granted herein, including reasonable legal fees, resulting from, arising out of, or in any way connected to the exercise of the rights granted to the Grantee, its successors and/or assigns, except to the extent that any claims or damages are caused by the gross negligence or willful misconduct of the Grantor.

3. The Grantee acknowledges that additional approvals may be required from other agencies and/or authorities, besides the Grantor, that may have jurisdiction over the easement area. Grantor represents, however, that it is unaware of any other specific agency or authority that presently has jurisdiction of the easement area. In any event, it is the Grantee's sole responsibility to investigate whether any other agencies or authorities have such jurisdiction and, if so, to obtain the requisite approval(s) from said agencies and/or authorities; provided, however, that the Grantor agrees to cooperate in any effort of the Grantee to obtain the consent of any such agency or authority to use of the easement area for the purpose stated herein.

4. The Grantor represents that it has not entered into any other license or easement agreement(s) with others for use of the easement area.

5. Use of the easement area by the Grantee and all successors in title and/or assigns shall only be for the Canopy identified herein, and for no other purpose(s).

6. The Grantee shall not install, erect or place any signage, or any other identifying markings of any type, within the easement area, nor shall it allow any signage or any other identifying markings of any type to be installed, erected or placed within the easement area, except as may be permitted by Grantor in the future, following proper application to the Mayor and Council of the Grantor and receipt of such permits and approvals as may be necessary to comply with City ordinances or to allow a variance therefrom. Issuance of said permits and approvals shall be at the sole discretion of the Grantor. If the Mayor and Council of the Grantor reject the Grantee's proposal(s) in this regard, then the Grantee shall not be permitted to install, erect or place signage or other identifying markings within the easement area.

7. This Agreement shall be recorded and shall be binding upon and inure to the benefit of the parties hereto, their grantees, successors, heirs and/or assigns and shall run with the land so that the same shall be binding on and inure to the benefit of all future owners of the Property. Any reference herein to the Grantee (including all responsibilities and restrictions

imposed upon the Grantee) shall apply to all future grantees, successors, heirs and/or assigns of the Property.

8. This Agreement may be amended and modified only by an instrument in writing, executed by the parties hereto, or their successors and/or assigns.

9. This Agreement will be governed by and construed in accordance with the laws of the State of New Jersey.

10. This Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11. To the maximum extent permitted by law, the parties waive their respective rights to a trial by jury in any litigation or action arising out of or relating to this Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement the day and year first written above.

WITNESS:	Santander Bank, N.A.
_____	_____
Print Name: _____	By: _____
	Title: _____

and

WITNESS:	Santander Bank, N.A.
_____	_____
Print Name: _____	By: _____
	Title: _____

ATTEST:	City of Asbury Park
_____	_____
By: Cindy A. Dye	By: Honorable John Moor
Title: Municipal Clerk	Title: Mayor

COMMONWEALTH OF MASSACHUSETTS, COUNTY OF SUFFOLK SS:

I CERTIFY that on _____, 2019, before me, the subscriber, a Notary Public of the State of _____, personally appeared _____, and this person acknowledged under oath, to my satisfaction, that:

- (a) this person signed and delivered the foregoing document as _____ of SANTANDER BANK, N.A, a national banking association, (the "Entity"), the Entity named in this document; and
- (b) this document was voluntarily signed and delivered on behalf of the Entity with proper authorization.

NOTARY PUBLIC

COMMONWEALTH OF MASSACHUSETTS, COUNTY OF SUFFOLK SS:

I CERTIFY that on _____, 2019, before me, the subscriber, a Notary Public of the State of _____, personally appeared _____, and this person acknowledged under oath, to my satisfaction, that:

- (a) this person signed and delivered the foregoing document as _____ of SANTANDER BANK, N.A, a national banking association, (the "Entity"), the Entity named in this document; and
- (b) this document was voluntarily signed and delivered on behalf of the Entity with proper authorization.

NOTARY PUBLIC

STATE OF NEW JERSEY, COUNTY OF MONMOUTH SS:

I CERTIFY that on _____, 2019, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared CINDY A. DYE, and this person acknowledged under oath, to my satisfaction, that:

- (a) This person is the City Clerk of the City of Asbury Park, a New Jersey Municipal Corporation, the maker named in the within instrument;
- (b) This person is the attesting witness to the signing of this document by the proper corporate officer, who is the Hon. John Moor, the Mayor of the City;
- (c) This document was signed and delivered by the Corporation as its voluntary act, duly authorized by a proper Ordinance of the Mayor and City Council (Ordinance No. _____, adopted on _____);
- (d) This person well and truly knows the corporate seal which was affixed to this document; and
- (e) This person signed this proof to attest to the truth of these facts.

NOTARY PUBLIC

Attachment: Easement Agreement Santander-Asbury 5.2.19 (2019-22 : Air Easement for 306 Main Street)

EXHIBIT “A”

Attachment: Easement Agreement Santander-Asbury 5.2.19 (2019-22 : Air Easement for 306 Main Street)

006000.000836.6158522_1

WILLIAM DiMARZO & SON, ASSOC., INC.**SURVEYORS – PLANNERS**

2204 Morris Avenue, Suite 103

P.O. Box 1717

Union, New Jersey 07083-1717

Telephone: (908) 686-2380 / Fax : (908) 686-7640

Metes and Bounds Description

for

St. No. 308 Main Street**Tax Lot 9 Block 2508**

City of Asbury, Monmouth County, New Jersey

Beginning at a point on the easterly line of Main Street (a.k.a. N.J. State Highway Route No. 71) distant 66.67 feet northerly from the intersection of the said easterly line of Main Street with the northerly line of Mattison Avenue; thence,

- 1) Along the said easterly line of Main Street,
North 25 degrees 15 minutes East, 66.67 feet; thence,
- 2) South 64 degrees 45 minutes East, 123.33 feet; thence,
- 3) South 25 degrees 15 minutes West, 33.34 feet; thence,
- 4) North 64 degrees 45 minutes West, 7.69 feet; thence,
- 5) South 25 degrees 23 minutes West, 17.33 feet; thence,
- 6) North 64 degrees 45 minutes West, 55.57 feet; thence,
- 7) South 25 degrees 15 minutes West, 16.00 feet; thence,
- 8) North 64 degrees 45 minutes West, 60.00 feet to the
said easterly line of Main Street and the point and place
of beginning,

Lot Area = 7,075 S.F.

Above described property subject to a Canopy Easement (13 feet x 5 feet) being further described as:

Beginning at a point on the easterly line of Main Street (a.k.a. N.J. State Highway Route No. 71) distant 93.45 feet northerly from the intersection of the said easterly line of Main Street with the northerly line of Mattison Avenue; thence,

- 1) Along the said easterly line of Main Street,
North 25 degrees 15 minutes East, 13.0 feet; thence,
- 2) North 64 degrees 45 minutes West, 5.0 feet; thence,
- 3) South 25 degrees 15 minutes East, 13.0 feet; thence,
- 4) South 64 degrees 45 minutes East, 5.0 feet the point and place
of beginning,

Easement Area = 65 S.F.

The above description is drawn in accordance with a Location Property Survey
by William DiMarzo & Son Associates, Inc.,
dated August 15, 2017, revised October 10, 2017.

EXHIBIT “B”

Attachment: Easement Agreement Santander-Asbury 5.2.19 (2019-22 : Air Easement for 306 Main Street)

006000.000836.6158522_1



EXHIBIT “C”

Attachment: Easement Agreement Santander-Asbury 5.2.19 (2019-22 : Air Easement for 306 Main Street)

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**Asbury Park, New Jersey
ORDINANCE NO. 2019-24**

**AN ORDINANCE AMENDING CHAPTER V BEACH, BOARDWALK AND
BEACHFRONT REGULATIONS POLICY” OF THE “CODE OF THE CITY OF
ASBURY PARK, NEW JERSEY.”**

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park (the “City”), in the County of Monmouth and State of New Jersey, that Chapter V “Beach, Boardwalk and Beachfront” Section 5-4.22 “No Smoking or Littering of Tobacco Products on Public Beaches” of the “Code of the City of Asbury Park, New Jersey is hereby amended and supplemented in order to add the following:

**CHAPTER V
Beach, Boardwalk and Beachfront**

5-4.22 “No Smoking or Littering of Tobacco Products on Public Beaches”

This section shall now read as:

a. Smoking Prohibited on Certain Beaches. No person shall smoke any cigarettes, cigars or other tobacco products at any time on those public beaches as per Senate Bill 2534 introduced May 18, 2018 and effective January 16, 2019

.

BE IT FURTHER ORDAINED, that all other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2019-24 which was finally adopted by the City Council at a meeting held on the 10th day of July, 2019

CINDY A. DYE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2019-25**

AN ORDINANCE AUTHORIZING THE CITY OF ASBURY PARK TO ACQUIRE THE REAL PROPERTY LOCATED AT 929 ASBURY AVENUE, ASBURY PARK, NEW JERSEY (BLOCK 403, LOT 11), FOR THE LOCATION OF A NEW FIREHOUSE AND ASSOCIATED FACILITIES.

WHEREAS, the current firehouse and related facilities which service the Asbury Park Fire Department and the Asbury Park Emergency Management Services (the “APEMS”) are situated at the property located at 800 Main Street in the City of Asbury Park (the “City”), more commonly known and designated as Block 2602, Lot 13 on the Asbury Park City Tax Map; and

WHEREAS, the current firehouse/facilities are no longer suitable or adequate to service the fire prevention or emergency management needs of the City; and

WHEREAS, the City has, for some time, been searching for an alternative location for the site of these necessary and vital functions; and

WHEREAS, the Mayor and Council of the City have determined that the property located at 929 Asbury Avenue, more commonly known and designated as Block 403, Lot 11 on the Asbury Park City Tax Map (the “Property”), which is currently under the record ownership of Daniel E. Bachman (the “Seller”), represents a suitable and viable location for the operation of the Asbury Park Fire Department, the APEMS and related functions on a permanent basis; and

WHEREAS, pursuant to the New Jersey “Local Lands and Buildings Law,” N.J.S.A. 40A:12-1, et seq., a municipality may acquire any real property, capital improvement, personal property, or any interest or estate whatsoever therein, by purchase, pursuant to the adoption of an Ordinance; and

WHEREAS, the City and the Seller have negotiated a proposed form of Contract (the “Contract”) for the Sale/Purchase of Real Estate which contains all of the terms and conditions associated with the City’s potential acquisition of the Property for the location of a new firehouse and associated facilities for fire prevention, emergency management services and related functions; and

WHEREAS, the City has previously adopted Bond Ordinance(s) which provide for the necessary funding associated with the purchase of the Property; and

WHEREAS, the Mayor and Council have determined that it would be in the best interests of the health, safety and welfare of the residents of the City, and the general public, to move forward to acquire the Property pursuant to the terms and conditions set forth in the Contract.

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

1. That, pursuant to N.J.S.A. 40A:12-1, et seq., the City is hereby authorized to acquire the property located at 929 Asbury Avenue within the City (Block 403, Lot 11) for the location of a new firehouse and associated facilities for fire prevention, emergency management services and related functions for the City.

2. That the City's acquisition of the Property is subject to and contingent upon the terms and conditions set forth in the Contract.
3. That all relevant City officials are authorized to execute any documents that are necessary in order to effectuate the acquisition of the Property, so long as said documents are in a form satisfactory to the City Manager and City Attorney.
4. That all relevant City officials are authorized to undertake all necessary activities in furtherance of the intentions of the within Ordinance and the Contract.
5. That this Ordinance shall become effective twenty (20) days following its final passage, in accordance with N.J.S.A. 40:69A-181(b).
6. That the provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction such judgment shall be limited in its effect only to the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.
7. That all other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2019-25 which was finally adopted by the City Council at a meeting held on the 26th day of June, 2019

CINDY A. DYE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2019-23**

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER XX, ENTITLED
“ENVIRONMENTAL REGULATIONS,” IN ORDER TO ADD A NEW SECTION 20-3
THEREOF, TO BE KNOWN AS “PLASTIC BAGS,” OF THE “CODE OF THE CITY
OF ASBURY PARK, NEW JERSEY.”**

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER XX, ENTITLED
“ENVIRONMENTAL REGULATIONS,” IN ORDER TO ADD A NEW
SECTION 20-3 THEREOF, TO BE KNOWN AS “PLASTIC BAGS,” OF THE
“CODE OF THE CITY OF ASBURY PARK, NEW JERSEY.”**

WHEREAS, the Mayor and Council of the City of Asbury Park (the “City”) are aware that the widespread use of single-use plastic carryout bags creates significant litter problems within the City, and recognize that such plastic bags have been found in the City’s parks, sewer systems, lakes, and on the City’s dunes, beaches and in the Atlantic Ocean; and

WHEREAS, the broad use of single-use plastic carryout bags and their typical disposal creates an impediment to the achievement of the environmental goals of the City to maintain a clean community that is not hazardous to humans and wildlife; and

WHEREAS, the production and disposal of single-use plastic carryout bags causes significant environmental impacts, including unhealthy and unsightly litter, the depletion of our natural resources, the unnecessary use of non-renewable and polluting fossil fuels, and increased solid waste disposal costs; and

WHEREAS, studies have shown that, of all types of single-use carryout bags, plastic carryout bags cause more litter and harm to marine life than any other bags, and the Mayor and Council believe that this is a paramount concern to the City given that the City is bordered on three sides by bodies of water; and

WHEREAS, studies have also documented that banning single-use plastic carryout bags will facilitate a large scale reduction in the use of plastic bags, encourage the use of recyclable paper bags, and increase the overall usage of reusable bags; and

WHEREAS, the Mayor and Council believe that a reduction in the use of single-use plastic carryout bags will help to protect the marine and natural environment, advance solid waste reduction goals, reduce greenhouse gas emissions, keep waterways and parks clean, and promote the protection of the health, safety and welfare of the general public; and

WHEREAS, the Mayor and Council therefore wish to enact the within Ordinance

pursuant to N.J.S.A. 40:48-2.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, that Chapter XX, entitled “Environmental Regulations,” of the “Code of the City of Asbury Park, New Jersey” is hereby amended and supplemented in order to add a new Section 20-3 thereof, to be known as “Plastic Bags,” as follows:

CHAPTER XX

ENVIRONMENTAL REGULATIONS

20-3 PLASTIC BAGS.

20-3.1 Purpose.

It is hereby determined and declared to be the public policy of the City of Asbury Park to address a significant global problem relating to the production and use of single-use plastic carryout bags and the adverse effects emanating directly therefrom. Specifically, the intent of this Ordinance is to reduce the use of single-use plastic carryout bags, and to promote the use of reusable carryout bags in order to reduce litter, to reduce harm to humans, wildlife and the environment, to protect our parks and coastal waterways, and to protect the health, safety and welfare of the general public.

20-3.2 Definitions.

As used in this Section:

“Carryout bag” shall mean a bag that is: (1) provided by a covered store to a customer at the point of sale to carry food items, goods or other products purchased from such store; or (2) provided by a street vendor to a customer at the point of sale to carry food items or goods/products purchased from such street vendor. Such term shall not include reusable carryout bags or exempt bags.

“City” shall mean the City of Asbury Park, in Monmouth County, New Jersey.

“City Manager” shall mean the City Manager of the City of Asbury Park, or his/her designee(s), authorized to carry out the provisions of this Section.

“Covered store” shall mean (i) a food service establishment, and (ii) a retail, wholesale or service establishment engaged in either the sale of personal, consumer or household items, or the provision of services, including but not limited to drug stores, pharmacies, grocery stores, supermarkets, convenience food stores, food marts, hardware stores, liquor stores, clothing stores, jewelry stores, or other retail establishments of any kind, or service establishments of any kind, including but not limited to beauty salons, etc., that provide carryout bags to consumers in which to place items purchased or obtained at such establishment.

“Exempt bag” shall mean any of the following:

- a. Bags without handles to carry produce, meats, dry goods, or other non-prepackaged food items to the point of sale within a covered store to prevent such food items from coming into direct contact with, and/or intended to stop cross-contamination with, other purchased items;
- b. Bags provided by a pharmacy to carry prescription drugs;
- c. Laundry or dry-cleaning bags;
- d. Newspaper bags;
- e. Bags used to contain or wrap ice, frozen foods, meat, fish, or other items, whether prepackaged or not, to prevent or contain moisture;
- f. Bags associated with any purchase related to an individual receiving public assistance, such as the New Jersey State Supplemental Nutritional Assistance Program, the EBT Program, or the New Jersey State Special Supplemental Nutrition Program for women, infants and children (as full or partial payment, fixed income or disability);
- g. Small clear plastic bags of less than 4 inches in depth that are commonly provided to customers by hardware stores to hold screws and bolts and other small items; or
- h. Any other bag to be exempted from the provisions of this Section as determined by the City Manager or his/her designee.

“Food service establishment” shall mean any establishment located in the City which serves made to order food and/or beverages for dine in, take out or delivery, but not including food trucks and mobile food carts.

“Operator” shall mean a person in control of, or having responsibility for, the daily operation of a covered store, which may include, but need not be limited to, the owner of the covered store.

“Reusable carryout bag” shall mean a bag with handles that is specifically designed and manufactured for multiple reuse and is either:

- a. Made of cloth or other machine washable fabric;
- b. Made of polyester, polypropylene, cotton or other durable material or plastic that is at least 2.25 mils in thickness; or
- c. Defined as a reusable bag by the City Manager or his/her designee.

“Single-use paper carryout bag” shall mean a single-use carryout bag that is made of paper.

“Single-use plastic carryout bag” shall mean any carryout bag that is made of plastic and that is not: (1) a single-use paper carryout bag; (2) a reusable carryout bag; or (3) an exempt bag.

“Street vendor” shall mean, for purposes of this Section, any person or business peddling, vending, selling, or displaying for sale any merchandise or food that is presented from a mobile or transient setting, including but not limited to a vehicle, truck, food truck, or cart, or from a moveable tent, table, or stand, or otherwise. This term shall include but not be limited to all peddlers, transient merchants and/or other vendors who are licensed under Chapter IV of the City Code, as well as all vendors at farmers markets, street festivals, and other events requiring group or special event permits (per Section 4-10 of the City Code), and street performers who have obtained a permit under Section 4-15 of the City Code.

20-3.3 Use of Single-Use Plastic Carryout Bags Prohibited.

Effective January 1, 2020, no operator of any covered store or street vendor within the City shall provide any single-use plastic carryout bag to any customer for the purpose of enabling a customer to transport food items, goods or other products out of the covered store or from the point of purchase, except in accordance with the provisions of this Section. Nothing in this Section shall be read to preclude operators of covered stores or street vendors from providing single-use paper carryout bags to customers for a fee in accordance with Subsection 20-3.4 of this Section or from making reusable carryout bags available for sale to customers. No operator or street vendor shall preclude customers from using their own reusable carryout bags.

20-3.4 Carryout Bag Fee.

a. Effective January 1, 2020, an operator of a covered store or a street vendor may provide a customer with a single-use paper carryout bag or reusable carryout bag, provided that the operator or street vendor shall impose and collect a minimum fee of \$0.10 for each single-use paper carryout bag or reusable carryout bag provided to the customer. There shall be a maximum fee of \$0.25 charged by any operator or street vendor for each single-use paper carryout bag provided to a customer, but there shall be no maximum fee imposed on an operator or street vendor for each reusable carryout bag provided to a customer. No covered store or street vendor shall be required to charge such fee for an exempt bag. All monies collected under this Section shall be retained by the covered store or street vendor. The City recommends that such funds be utilized by covered stores and street vendors to purchase additional single-use paper carryout bags and reusable carryout bags for use by customers and/or to provide outreach and education efforts aimed at educating residents and consumers about reducing the use of single-use plastic carryout bags and increasing the use of reusable carryout bags.

b. Each operator shall indicate on the sales or other receipt given to the customer the total number of single-use paper carryout bags provided to the customer, and the total fee charged to the customer pursuant to “a” above. This provision shall not apply to street vendors.

c. No covered store or street vendor shall charge a carryout bag fee for bags of any kind provided by the customer in lieu of a carryout bag provided by any such covered store or street vendor.

d. No covered store or street vendor shall charge or prevent a person from using a bag of

any kind that they have brought to any such covered store or street vendor for purposes of carrying food items, goods or other products from such store or street vendor.

20-3.5 Outreach and Education.

a. The City Manager or his/her designee shall establish an outreach and education program aimed at educating residents, covered stores and street vendors on reducing the use of single-use plastic carryout bags and increasing the use of reusable carryout bags.

b. To the extent practicable, the City Manager or his/her designee shall seek the assistance of private entities and local not-for-profit organizations to provide and distribute reusable carryout bags to residents, and to covered stores and street vendors.

20-3.6 Enforcement.

a. Any notice of violation issued pursuant to this Section shall be returnable in the City's municipal court, which shall have the power to impose penalties as provided herein.

b. The City Manager shall designate appropriate departments and/or staff to enforce this Section, including but not limited to the Police Department, Public Works Department, and/or Code Enforcement Department.

20-3.7 Penalty.

Any person who is convicted of a violation of this Section shall, upon conviction, be liable to the following penalties: for the first offense, there shall be a fine of Two Hundred and Fifty Dollars (\$250.00); for the second offense, there shall be a fine of Five Hundred Dollars (\$500.00); and for the third and each subsequent offense, there shall be a fine of One Thousand Dollars (\$1,000.00).

BE IT FURTHER ORDAINED, that all other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

BE IT FURTHER ORDAINED, that the provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.

BE IT FURTHER ORDAINED, that 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); however, the restrictions contained in the within Ordinance shall not become effective until January 1, 2020.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2019-23 which was finally adopted by the City Council at a meeting held on the 12th day of June, 2019

CINDY A. DYE
CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, June 12, 2019
WORK SESSION

Announcement by the City Clerk

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

City Manager Michael Capabianco called the meeting to order at 6:00 PM.

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

City Manager Capabianco had no prior issues to be raised.

Special Event Applications

Leesha Floyd reviewed the special event applications scheduled for tonight's meeting.

Items to be presented by Director of Planning Michele Alonso:

1. Presentation by Michele Alonso, Director of Planning and Redevelopment of request by Family Dollar at 623 Main Street for License Agreement to install permanent window shutters that will encroach into the Public R-O-W (sidewalk).

City Manager Capabianco presented the Family Dollar license agreement for the installation of permanent window shutters that will encroach into the public R.O.W

Review of Agenda Items for June 12th Regular Meeting

City Manager Capabianco reviewed the Council agenda items with Council.

Michael Manzella reviewed resolution 2019-222 with Council.

City Attorney Raffetto reviewed Ordinance 2019-23

Matters from City Council

Council Member Chapman stated that the City has created parking guide that is now available, Springwood Music Monday will begin on June 24th and Asbury Live on the Boardwalk begins June 26, Concert Band begins on June 27. An Anthony Bourdain Food Trail will start tomorrow at Franks Deli.

She attended the Neptune Township Council Meeting with Danny Fiore, regarding the removal of gates located at Foot Bridge, Will also attend the next meeting of Neptune Township and invite all to attend.

Council Member Clayton stated that the Salvation Army is hosting a Utility Assistance Day, representatives of JCPL & NJ Natural Gas will be available to public for assistance with Utility bills. The Asbury Park African American Musical Heritage Foundation is hosting a launch party at the Danny Clinch Transparent Gallery all are invited.

Mayor Moor wanted to thank Council Member Chapman and Danny for attending the Neptune Council Meeting. The VNA is hosting a Community Day tomorrow with Food Music and free testing. On June 7th I had the great opportunity to attend the 200 Club Valor Awards Luncheon where several Asbury Park Police/Fire Fighters were recognized.

Matters from City Manager

None at this time.

Matters from City Attorney

None at this time.

Regular Meeting begins at 7 p.m.

Respectfully submitted by:

Melody Hartsgrrove, Deputy City Clerk



Minutes
Meeting of the Municipal Council
Wednesday, June 12, 2019
REGULAR MEETING

Executive Session - 4:00 p.m.

2019-199 Resolution Authorizing a meeting which excludes the public

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

Workshop Session - 6:00 p.m.

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

City Manager Michael Capabianco called the meeting to order at 7:00 PM.

PUBLIC PARTICIPATION

Motion made by Mayor Moor and seconded by Council Member Kendle to enter into Public Participation. All were in favor.

The following members of the public spoke: Ernest Mignoli, Arthur Schlossbach, Tracey Rogers, Louise Murray, Karen Murphy, Rita Moreno.

Motion made by Deputy Mayor Quinn and seconded by Council Member Chapman to close Public Participation. All were in favor.

MINUTES

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

1. **Motion to:** 1. Executive Meeting May 22, 4:00 pm
2. Municipal Council - Work Session - May 22, 2019 6:00 PM
3. Municipal Council - Regular Meeting - May 22, 2019 7:00 PM

CONSENT AGENDA RESOLUTIONS

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

- 2019-200 Resolution Approving Special Event Applications
- 2019-201 Public Health Nursing Services - January 1, 2019– December 31, 2019
- 2019-202 Resolution to Credit Sewer Account 3602-7 1513 Park Avenue
- 2019-203 Resolution Authorizing Issuance of Duplicate Tax Sale Certificate #14-00032 Block 601 Lot 6 1022 Summerfield Avenue
- 2019-204 Resolution Accepting a Donation from LEAD (Law Enforcement Against Drugs) and GEO Orbital for the Asbury Park Police Department
- 2019-205 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2019 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - UDrive UText UPay
- 2019-206 Resolution Authorizing an Annual Service Agreement for Mobile Data Service Coverage
- 2019-207 Resolution Canceling Balances of Grant Receivables and Grants Appropriated
- 2019-208 Authorizing T&M Associates to prepare a NJDOT grant application
- 2019-228 A Resolution Appointing the City Manager Clerk Pro-Tempore

INDIVIDUAL RESOLUTIONS

2019-209 Resolution Approving Payment of Bills

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

2019-210 Resolution Approving Waiving Fees as Per the Abandoned and Vacant Property Code

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

2019-211 Resolution Approving 2019-2020 Liquor License Renewals

Removal of Ale House License # 1303-33-017-012 from resolution#2019-211

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

2019-212 A Resolution Approving a Liquor License with Special Conditions for Porta at Asbury Park, LLC d/b/a Porta for the 2019-2020 Licensing Year

18. Upon receipt of a credible and legitimate noise complaint that has been investigated by the Shift Commander within the Police Department, Licensee shall close open exterior doors upon the request of the Shift Commander.

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

2019-213 A Resolution Approving a Liquor License with Special Conditions for D.B. Ventures, LLC d/b/a Johnny Mac's for the 2019-2020 Licensing Year

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

2019-214 A Resolution Approving a Liquor License with Special Conditions for Bond Street Bar & Grill, LLC (d/b/a Bond Street Bar and Grill, Capitoline and Loteria) for the 2019-2020 Licensing Year

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

2019-215 A Resolution Approving the Renewal of Hotel Liquor License No. 1303-36-069-001, which is held by 210 5th Ave. Venture Urban Renewal, LLC, D/B/A The Asbury Hotel, for the 2019-2020 License Term

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

2019-216 Resolution Authorizing the Purchase of a New Fire Truck for the Fire Department

RESULT:	ADOPTED [4 TO 0]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Amy Quinn, John Moor
ABSTAIN:	Jesse Kendle

2019-217 Resolution Authorizing the Purchase of Various IT Equipment

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

2019-218 Resolution Authorizing the Purchase of Three Police Cars

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

2019-219 Resolution Authorizing the Purchase of an ATV for the Beach Department

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

2019-220 A Resolution Authorizing the City of Asbury Park to Enter into a Contract for the Purchase of Certain Real Property Located at 929 Asbury Avenue, Asbury Park, New Jersey (block 403, lot 11), for the Location of a New Firehouse and Associated Facilities.

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

2019-221 Resolution Authorizing The City of Asbury Park To Grant A Revocable License For Encroachment Over Certain Portions of The Right-Of-Way Area Adjacent To Sylvan Avenue And The Property Located At 1008-1012 Springwood Avenue (Block 702, Lot 2.01), and To Execute A License Agreement Associated Therewith.

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

2019-222 Award of a Micro-Mobility Program for the City of Asbury Park

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

2019-223 Awarding Bid for the Transportation of Liquid Sewerage Sludge from AP Waste Water Treatment Plant to PVSC

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

2019-224 Awarding of a Contract to Millennium Communications Group for Various Projects Around City Hall

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

2019-225 Resolution Approving Change Order #4 for Bridge and Heck Street Improvements

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

2019-226 Rejecting Bids for Opticom (or equivalent) GPS Preemption & Activated Traffic System

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

2019-227 Resolution of the Mayor and City Council of the City of Asbury Park Authorizing the Person-to-Person and Place-to-Place Transfers of Plenary Retail Consumption License No. 1303-33-008-010 from Asbury One Liquor License LLC to 1101 Ocean Ave Venture LLC

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

ORDINANCES

Introduction

- 2019-22 Authorizing the City of Asbury Park to Convey an Easement Over a Certain Portion of the Right-Of-Way Area (Air Space) Adjacent to the Property Located at 306 (a/k/a 308) Main Street, Asbury Park, New Jersey (Block 2508, Lot 9)

RESULT:	TABLED [UNANIMOUS]
	Next: 6/26/2019 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	John Moor, Mayor
AYES:	Yvonne Clayton, Jesse Kendle, Amy Quinn, John Moor
ABSENT:	Eileen Chapman

- 2019-24 An Ordinance Amending Chapter V Beach, Boardwalk and Beachfront Regulations Policy” of the “Code of the City of Asbury Park, New Jersey.”

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 7/10/2019 7:00 PM
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

- 2019-25 An Ordinance Authorizing the City Of Asbury Park to Acquire The Real Property Located At 929 Asbury Avenue, Asbury Park, New Jersey (Block 403, Lot 11), For the Location Of A New Firehouse and Associated Facilities.

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

Second Reading/Public Hearing

- 2019-23 An Ordinance Amending and Supplementing Chapter XX, Entitled “Environmental Regulations,” in Order to Add a New Section 20-3 Thereof, to be Known as “Plastic Bags,” of the “Code of the City of Asbury Park, New Jersey.”

Motion to open public hearing was made by John Moor and second by Council member Chapman with a unanimous vote. Public comments by Rita Marano, Aruthur Schlossbach and Kathleen Mumma.

Motion to close hearing by John Moor and seconded by Council member Chapman with a unanimous vote

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

ADJOURNMENT

The meeting was adjourned at 8:30 PM

Motion to adjourn the meeting was made by Deputy Mayor Quinn and seconded by Mayor Moor with an unanimous vote meeting was adjourned.

Respectfully submitted by:

Melody Hartsgrove, Deputy City Clerk