



Agenda
Meeting of the Municipal Council
Wednesday, June 14, 2023
REGULAR MEETING 6:00 PM

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

2023-259 Resolution Authorizing a meeting which excludes the public

A. Contract Negotiations

1. 1505 Springwood Avenue (Block 1001, Lot 1)
2. Asbury Park Tennis Initiative

B. Litigation

1. State of New Jersey vs. Franklin Ortega
2. JLD Investment Group, LLC v. City of Asbury Park; City of Asbury Park Planning Board

C. Attorney-Client Privilege

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

Call to Order/Roll Call

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

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

Special Event Applications:

Items to be Presented:

1. Presentation by Asbury Park Apartments and Resorts, LLC for redevelopment of 201 Sixth Avenue (Block 4201, Lots 2, 6, and 7)

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

III. **Regular Meeting**

A. Public Participation

B. Minutes

- Municipal Council- Executive Meeting May 24, 2023 4:00 PM
- Municipal Council - Regular Meeting - May 24, 2023 6:00 PM

C. Consent Agenda Resolutions

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

2023-260 Resolution Approving Special Event Applications

2023-261 Resolution to Refund Overpaid Property Taxes 3706/4 504 Eighth Avenue

2023-262 Resolution Authorizing the Disposition of Surplus Property

2023-263 Resolution Approving 2023-2024 Alcoholic Beverage Control License for PF, LLC d/b/a/ Garcia Liquors/Tapatia in the City of Asbury Park, County of Monmouth, New Jersey

2023-264 Resolution Approving 2023-2024 Alcoholic Beverage Control License for Akshay Enterprises-d/b/a/ Main Liquors in the City of Asbury Park, County of Monmouth, New Jersey

2023-265 Resolution Approving 2023-2024 Alcoholic Beverage Control License for Ohana Kitschen Company-d/b/a/ The Break, Low Dive, Aloha Market in the City of Asbury Park, County of Monmouth, New Jersey

2023-266 Resolution Approving 2023-2024 Alcoholic Beverage Control License for 601-603 Liquor License Partnership, LLC, -d/b/a/ Barrio Costero in the City of Asbury Park, County of Monmouth, New Jersey

2023-267 Resolution Approving 2023-2024 Alcoholic Beverage Control License for Cookman Limited Liability Co. , -d/b/a/ Brandos Restaurant in the City of Asbury Park, County of Monmouth, New Jersey

2023-268 Resolution Approving 2023-2024 Alcoholic Beverage Control License for Cookman Restaurant Group, LLC d/b/a/ Cross & Orange in the City of Asbury Park, County of Monmouth, New Jersey

- 2023-269 Resolution Approving 2023-2024 Alcoholic Beverage Control License for Asbury Two Liquor License, LLC in the City of Asbury Park, County of Monmouth, New Jersey
- 2023-270 Resolution Approving A Liquor License Renewal With Special Conditions For Steinbach Liquor License, LLC Trading As- Asbury Ale House/ Lola's Cafe/ The Bonney Read Relating To License Number 1303-33-017-012, For The 2023-2024 Licensing Term.
- 2023-271 Resolution Approving 2023-2024 Alcoholic Beverage Control License for AP Restaurant 1 LLC-d/b/a/ Stella Marina in the City of Asbury Park, County of Monmouth, New Jersey
- 2023-272 Resolution Approving 2023-2024 Alcoholic Beverage Control License for AP Restaurant II-d/b/a/ Watermark in the City of Asbury Park, County of Monmouth, New Jersey
- 2023-273 Resolution Approving 2023-2024 Alcoholic Beverage Control License for Stone Pony Liquor License , LLC-d/b/a/ The Stone Pony in the City of Asbury Park, County of Monmouth, New Jersey
- 2023-274 Resolution Approving 2023-2024 Alcoholic Beverage Control License for RBAR AP, LLC in the City of Asbury Park, County of Monmouth, New Jersey
- 2023-275 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 2023-2024 Licensing Year
- 2023-276 Resolution Approving 2023-2024 Alcoholic Beverage Control License for 1411 Kingsley Street, LLC, the City of Asbury Park, County of Monmouth, New Jersey
- 2023-277 Resolution Approving 2023-2024 Alcoholic Beverage Control License for TBD, Inc.-d/b/a/ Taka Restaurant in the City of Asbury Park, County of Monmouth, New Jersey
- 2023-278 Resolution Approving 2023-2024 Alcoholic Beverage Control License for Raspberry Moon, Inc.-d/b/a/ Moonstruck Restaurant & lounge in the City of Asbury Park, County of Monmouth, New Jersey
- 2023-279 Resolution Approving 2023-2024 Alcoholic Beverage Control License for AP Restaurant V LLC, in the City of Asbury Park, County of Monmouth, New Jersey
- 2023-280 Resolution Approving 2023-2024 Alcoholic Beverage Control License for 1101 Ocean Ave Venture, LLC in the City of Asbury Park, County of Monmouth, New Jersey
- 2023-281 Resolution Approving 2023-2024 Alcoholic Beverage Control License for AP Thirty Property Holdings, LLC-d/b/a/ Convention Hall Concessions (Beach Bar) in the City of Asbury Park, County of Monmouth, New Jersey
- 2023-282 Resolution Approving 2023-2024 Alcoholic Beverage Control License for ABG Liquor Holdings, LLC-d/b/a/ Asbury Festhalle & Biergarten in the City of Asbury Park, County of Monmouth, New Jersey

- 2023-283 Resolution Approving a Liquor License with Special Conditions for Johnny Mac House of Spirits, LLC d/b/a Johnny Mac's for the 2023-2024 Licensing Year
- 2023-284 Resolution Approving 2023-2024 Alcoholic Beverage Control License for Iconic Saint Laurent, AP Drink LLC d/b/a Tides in the City of Asbury Park, County of Monmouth, New Jersey
- 2023-285 Resolution Approving 2023-2024 Alcoholic Beverage Control License for House of Independents, LLC in the City of Asbury Park, County of Monmouth, New Jersey
- 2023-286 Resolution Approving 2023-2024 Alcoholic Beverage Control License for Hemmings at Asbury, LLC.-d/b/a/ Pascal & Sabine in the City of Asbury Park, County of Monmouth, New Jersey
- 2023-287 Resolution Approving 2023-2024 Alcoholic Beverage Control License for McLoone's Asbury Park, LLC.-d/b/a/ The Robinson Ale House/Supper Club/Iron Whale Restaurant in the City of Asbury Park, County of Monmouth, New Jersey
- 2023-288 Resolution Approving 2023-2024 Alcoholic Beverage Control License for AP Restaurant III , LLC-d/b/a/ The Wonder Bar in the City of Asbury Park, County of Monmouth, New Jersey
- 2023-289 Resolution Approving 2023-2024 Alcoholic Beverage Control License for Asbury F&B , LLC-d/b/a/ The Berkeley Hotel in the City of Asbury Park, County of Monmouth, New Jersey
- 2023-290 Resolution Approving 2023-2024 Alcoholic Beverage Control License for Pettibone Paradise, LLC, d/b/a Empress Hotel/Paradise in the City of Asbury Park, County of Monmouth, New Jersey
- 2023-291 Resolution Approving 2023-2024 Alcoholic Beverage Control License for 210 5th Ave. Venture Urban Renewal, LLC, D/B/A The Asbury Hotel in the City of Asbury Park, County of Monmouth, New Jersey
- 2023-292 Resolution Approving 2023-2024 Alcoholic Beverage Control License for 934 SHIV, LLC.-d/b/a/ Lush in the City of Asbury Park, County of Monmouth, New Jersey
- 2023-293 Resolution Approving 2023-2024 Alcoholic Beverage Control License for SRI Sarawati, Inc-d/b/a/ Mak on Main Liquors in the City of Asbury Park, County of Monmouth, New Jersey
- 2023-294 Resolution Approving 2023-2024 Alcoholic Beverage Control License for 614 Liquor License, LLC in the City of Asbury Park, County of Monmouth, New Jersey
- 2023-295 Resolution Approving 2023-2024 Alcoholic Beverage Control License for 1211 Main Street, LLC in the City of Asbury Park, County of Monmouth, New Jersey

D. Individual Resolutions

- 2023-296 Resolution Approving Payment of Bills
- 2023-297 Resolution Authorizing the Purchase of an Evidential Breath Test System for the Police Department
- 2023-298 Resolution Authorizing the Purchase of Parts & Materials Needed for Repairs to the Elgin Street Sweeper
- 2023-299 Resolution Authorizing the Purchase of Replacement Valves Needed at the Wastewater Treatment Plant
- 2023-300 Resolution Authorizing the Purchase and Installation of ADA Approved Railing at the Transportation Center
- 2023-301 Resolution Authorizing the Purchase of a Dumpster for the Wastewater Treatment Plant
- 2023-302 Resolution Authorizing the Purchase and Installation of Thickener Return Pipe at the Sewer Plant
- 2023-303 Resolution Authorizing the Repairs of Influent Pump #2 at the Sewer Plant
- 2023-304 Resolution Approving Change Order #1 for 2023 Pavement and Sidewalk Improvements Project
- 2023-305 Resolution Approving Change Order #1 for Memorial Drive Sanitary Sewer Improvements
- 2023-306 Resolution Approving Change Order 2 and 3 for Memorial Drive Improvements Project
- 2023-307 Resolution Approving Change Order #3 for Asbury & Ridge Avenue Traffic Signal Improvements
- 2023-308 Resolution Authorizing Hardware & Software Support Renewals for City-Wide Network Infrastructure
- 2023-309 Resolution Authorizing a Professional Services Contract to The Rodger's Group (Lexipol) for Police Training
- 2023-310 Resolution Awarding a Contract for Professional Service of Analysis of Impediments to Fair Housing Choice
- 2023-311 Resolution Authorizing the Award of a Contract for the Rideshare Program Concession
- 2023-312 Resolution Awarding Bid for Oxygen Generating System for the Fire Department
- 2023-313 Resolution Awarding a Bid for Kennedy Park Improvements
- 2023-314 Resolution Authorizing The City Of Asbury Park To Execute A Memorandum Of Understanding With Coastal Habitat For Humanity For The Purpose Of Utilizing The Vacant Lot Located At 1407 Mattison Avenue As A Community Garden
- 2023-315 Resolution Approving And/Or Ratifying The Execution Of A Hold Harmless And Indemnification Agreement With The Township Of Ocean

Board Of Fire Commissioners, Fire District 2, Relating To The Temporary
Use Of An Ambulance Owned By The City Of Asbury Park

2023-316 Resolution Extending The Time Period For The “CCRB Exploratory
Committee” To Complete Its Work

2023-317 Resolution Appointing Members to the Rent Leveling Board

E. Ordinances

1. Introduction

2023-24 BOND ORDINANCE AMENDING AND SUPPLEMENTING BOND
ORDINANCE NUMBER 2021-36 (WHICH PROVIDES FOR
VARIOUS 2021 CAPITAL IMPROVEMENTS) HERETOFORE
FINALLY ADOPTED BY THE CITY COUNCIL OF THE CITY OF
ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF
NEW JERSEY, ON JANUARY 26, 2022, AS AMENDED AND
SUPPLEMENTED, TO INCREASE THE APPROPRIATION BY
\$165,000

2. Second Reading /Public Hearing

3. Ordinance Of The City Of Asbury Park Amending And Supplementing
Section 4-10, Entitled “Permits For Special Events,” Of Chapter 4, “General
Licensing,” Of “The Code Of The City Of Asbury Park”

4. Ordinance of the City of Asbury Park Amending Chapter VII of the Code of
the City of Asbury Park Regarding Traffic Regulations to designate Sunset
Drive One-Way

5. Ordinance Authorizing The City Of Asbury Park To Convey An Easement
Over Certain Portions Of The Public Right-Of-Way Area Adjacent To The
Property Located At 521 Lake Avenue (Block 3105, Lot 4.02), F/K/A 545
Lake Avenue (Block 3105, Lot 4).

6. Ordinance Of The City Of Asbury Park Amending And Supplementing
Chapter 8, Entitled “Taxicabs, Liveries And Valet Parking.”

F. 2023 Municipal Budget Public Hearing

1. Resolution to Amend the 2023 Calendar Year Budget

2. Resolution to Adopt the 2023 Municipal Budget

G. Adjournment

**RESOLUTION NO. 2023-259****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 14, 2023 at 6:00 PM in the Council Chambers located at 1 Municipal Plaza, Asbury Park, New Jersey, that will be limited only to consideration of an items or items with respect to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

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

A. Contract Negotiations:

1. 1505 Springwood Avenue (Block 1001, Lot 1)
2. Asbury Park Tennis Initiative

B. Litigation:

1. State of New Jersey vs. Franklin Ortega
2. JLD Investment Group, LLC v. City of Asbury Park; City of Asbury Park Planning Board

C. Attorney-Client Privilege:

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


Lisa Esposito, City Clerk 6/15/2023

LISA ESPOSITO
CITY CLERK

DRAWING LIST	
DWG. NO.	DRAWING TITLE
G1	GENERAL INFO AND ZONING
A1	OVERALL 1ST FLOOR PLAN
A2	OVERALL LOWER PARKING LEVEL PLAN
A3	OVERALL 2ND FLOOR PLAN
A3.5	ENLARGED 2ND FLOOR PLAN
A4	OVERALL 3RD FLOOR PLAN
A4.5	ENLARGED FLOOR PLAN - TYPICAL UNITS FLOORS 3-4
A6	ENLARGED LEVEL 5 FLOOR PLAN
A7	ENLARGED FLOOR PLAN - TYPICAL UNITS FLOORS 6-7
A8	ENLARGED LEVEL 8 FLOOR PLAN
A9	ENLARGED MEZZANINE FLOOR PLAN
A9.2	MEZZANINE CALCULATIONS
A9.5	OVERALL ROOF PLAN
A10	SCHEMATIC FLOOR PLANS
A11	SCHEMATIC FLOOR PLANS
A12	ELEVATION - KINGSLEY
A13	ELEVATION - 6TH AVE
A14	ELEVATIONS - 7TH AVE AND WEBB ST
A15	VOID-TO-SOLID CALCULATIONS
A16	BUILDING SECTIONS
A17	MASSING STUDIES
R1	RENDERINGS
R2	RENDERINGS
R3	RENDERINGS
R4	RENDERINGS
R5	RENDERINGS
R6	RENDERINGS
R7	RENDERINGS

ZONING SUMMARY

ASBURY PARK WATERFRONT REDEVELOPMENT PLAN
PRIME RENEWAL AREA
NORTH SHORE DISTRICT

PROJECT SITE IS BOUNDED BY KINGSLEY STREET ON THE EAST,
7TH AVE ON THE NORTH, WEBB STREET ON THE WEST, AND 6TH
AVE ON THE SOUTH.

PROPOSED USE: MULTI-FAMILY RESIDENTIAL, CONDOMINIUMS
98 DWELLING UNITS TOTAL

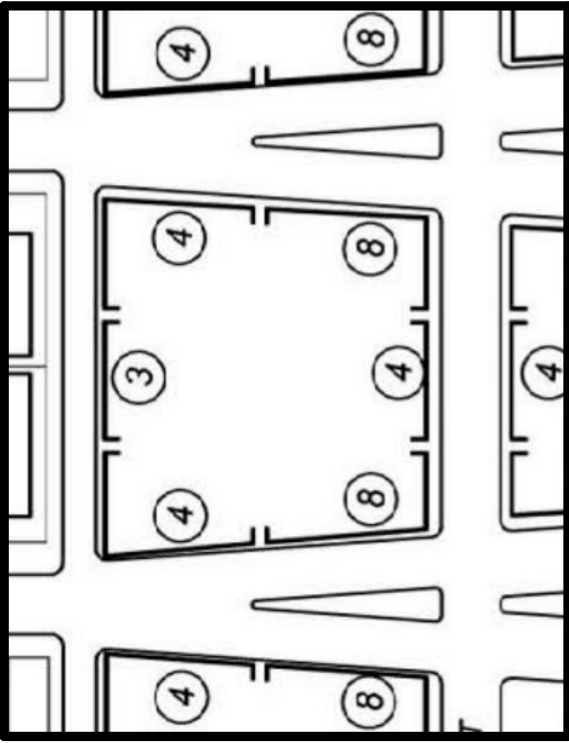
PARKING REQUIREMENT: 1.5 SPACES PER DWELLING UNIT
1.5(98) = 147 PARKING SPACES REQUIRED
133 PARKING SPACES REQUIRED AFTER EV DEDUCTION
144 PARKING SPACES PROVIDED

MIN. LOT AREA REQUIRED: 15,000 SF
LOT AREA: 36,068 SF

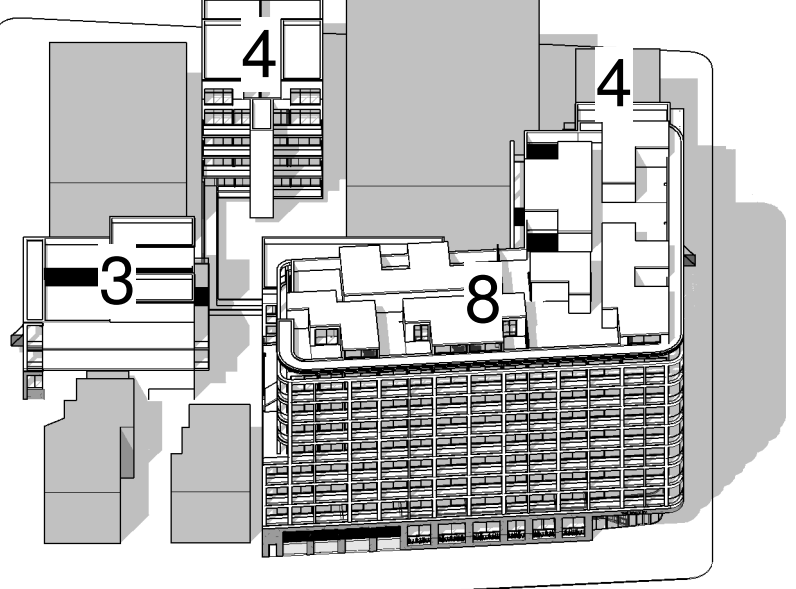
MIN. LOT FRONTAGE REQUIRED: 100 FT
KINGSLEY STREET: 195 FT
7TH AVE: 50 FT*
WEBB STREET: 50 FT*
6TH AVE: 175 FT
*DESIGN WAIVER REQUESTED

DWELLING UNIT DISTRIBUTION:
BLOCK #206: 143 DWELLING UNITS ALLOWED
98 DWELLING UNITS PROPOSED

EXCERPT FROM DEVELOPMENT CONTROL PLAN ILLUSTRATING
MAXIMUM BUILDING HEIGHT IN STORIES:



PROPOSED BUILDING HEIGHT IN STORIES:

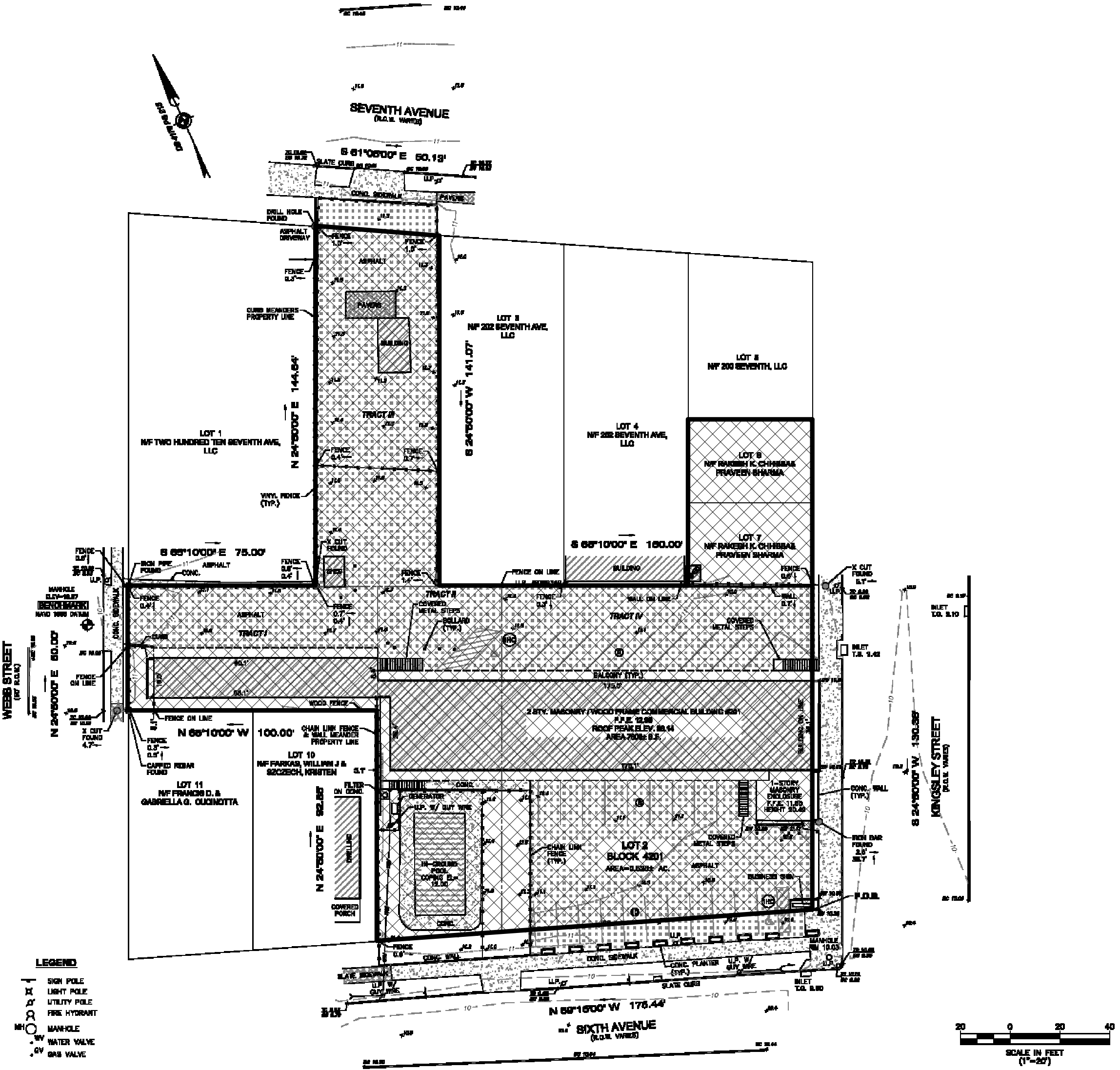


REQUESTED DESIGN WAIVERS

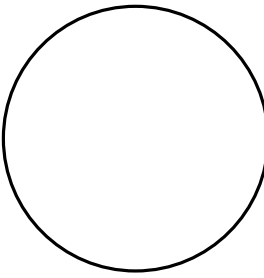
- WALL FINISH MATERIAL - COMPOSITE WOOD CLADDING AT ACCENT AREAS - REFER TO ELEVATIONS
- VOID-TO-SOLID RATIO - UP TO 55% PERCENT - REFER TO CALCULATIONS
- BALCONY (LOGGIA) CONFIGURATION - CONTINUOUS LOGGIA OF 6' DEPTH AS A DESIGN ELEMENT - REFER TO PLANS
- HANDRAIL MATERIAL - 48" H STRUCTURAL GLASS RAILING - REFER TO ELEVATIONS
- WINDOWS - LIFT AND SLIDE GLASS DOORS AT EACH UNIT - REFER TO PLANS & ELEVATIONS
- WINDOW MUNTINS - NO MUNTINS - REFER TO ELEVATIONS
- MINIMUM LOT FRONTAGE - EXISTING 50 FT FRONTAGE AT 7TH AVE AND WEBB STREET - REFER TO PLANS



1 CONTEXT MAP
12" = 1'-0"



2 SITE SURVEY
12" = 1'-0"



PROPOSED CONDOMINIUM DEVELOPMENT
ASBURY PARK LUXURY APARTMENTS & RESORT, LLC

BLOCK 4201 LOTS 2, 6 & 7
ASBURY PARK, NJ 07712

REVISIONS / ISSUES		
No.	Description	Date
1	TRC RESPONSE	3/23/2023

GENERAL INFO
AND ZONING

G1

DRAWN BY:
CHECKED BY: DMC



① Level 1
1/16" = 1'-0"

7TH AVENUE

KINGSLEY STREET

SELF PARKING TOTALS

LOWER LEVEL:	92 PARKING SPACES (INCLUDES 44 PIT STACKERS)
FIRST FLOOR:	60 PARKING SPACES (INCLUDES 30 STACKER LIFTS)
TOTAL:	152 PARKING SPACES 147 REQUIRED PER REDEVELOPMENT PLAN 133 REQUIRED AFTER EV DEDUCTION

LOT COVERAGE

LOT AREA: 39,404 SF
ALLOWED COVERAGE: 90% (35,464 SF)
PROPOSED COVERAGE: 89.9% (35,448 SF)

-  1 BR
-  2 BR
-  3 BR
-  BALCONY
-  BUILDING SERVICES
-  CIRCULATION
-  PARKING

PROPOSED CONDOMINIUM DEVELOPMENT
ASBURY PARK LUXURY APARTMENTS & RESORT, LLC

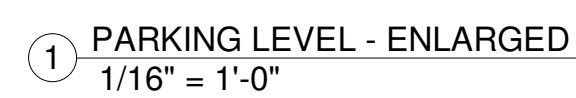
BLOCK 4201 LOTS 2, 6 & 7
ASBURY PARK, NJ 07712

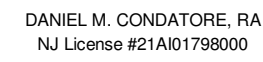
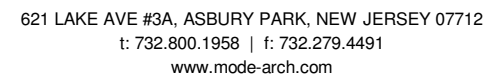
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OVERALL 1ST
FLOOR PLAN

A1

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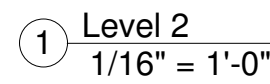


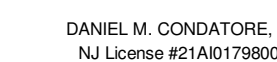
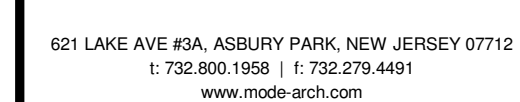


BLOCK 4201 LOTS 2, 6 & 7
ASBURY PARK, NJ 07712

OVERALL 2ND
FLOOR PLAN

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CHECKED BY: DMC





PROPOSED CONDOMINIUM DEVELOPMENT
ASBURY PARK LUXURY APARTMENTS & RESORT, LLC

BLOCK 4201 LOTS 2, 6 & 7
ASBURY PARK, NJ 07712

[illegible]

ENLARGED 2ND
FLOOR PLAN

A3.5

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PROPOSED CONDOMINIUM DEVELOPMENT
 ASBURY PARK LUXURY APARTMENTS & RESORT, LLC

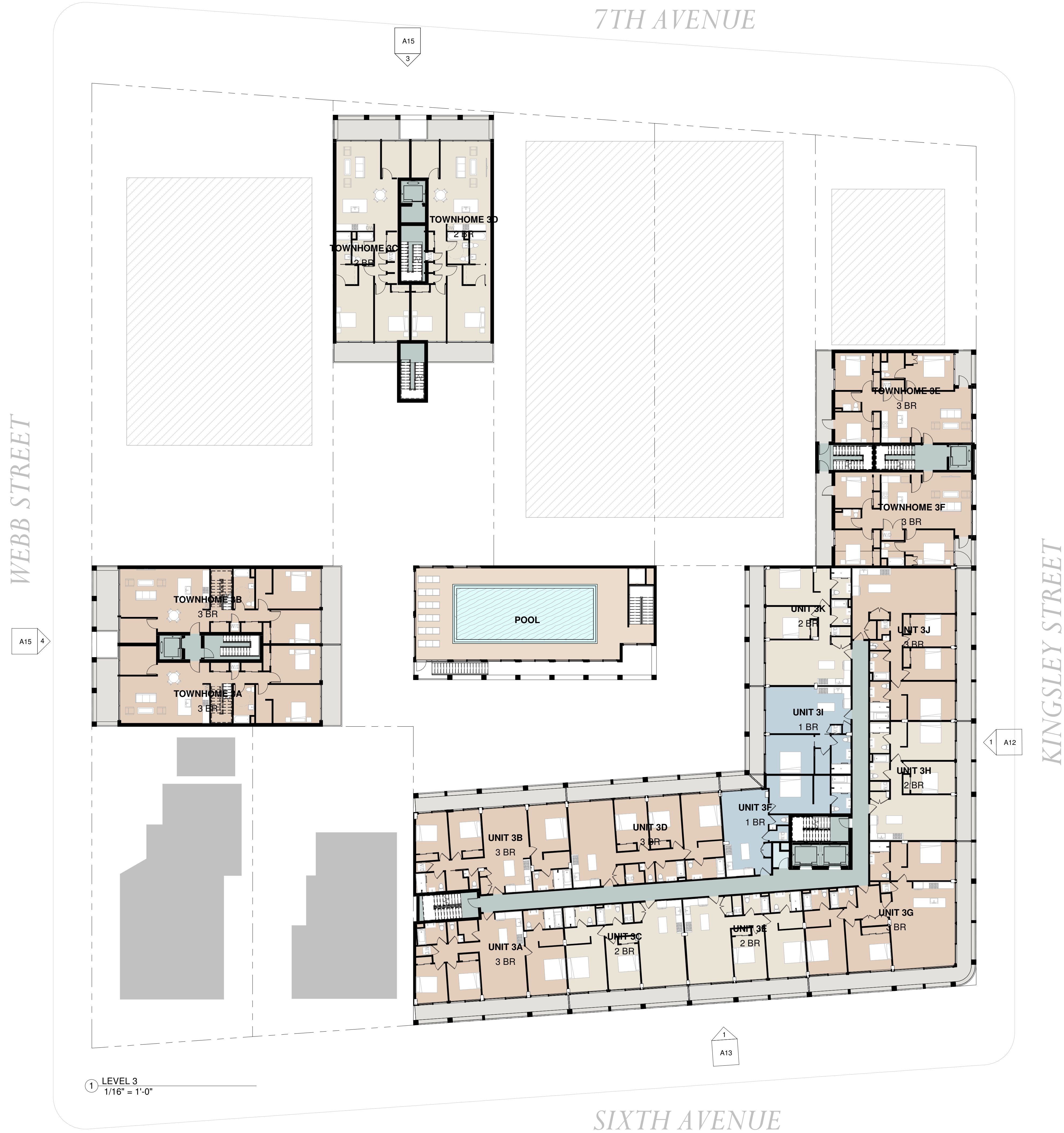
BLOCK 4201 LOTS 2, 6 & 7
ASBURY PARK, NJ 07712

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OVERALL 3RD
FLOOR PLAN

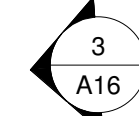
A4

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161510

10
TOTAL: 98



DANIEL M. CONDATORE, RA
NJ License #21AID1798000

PROPOSED CONDOMINIUM DEVELOPMENT
 ASBURY PARK LUXURY APARTMENTS & RESORT, LLC

BLOCK 4201 LOTS 2, 6 & 7
ASBURY PARK, NJ 07712

ENLARGED FLOOR
PLAN - TYPICAL
UNITS FLOORS 3-4

A4.5

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CHECKED BY: DMC



PROPOSED CONDOMINIUM DEVELOPMENT
 ASBURY PARK LUXURY APARTMENTS & RESORT, LLC

BLOCK 4201 LOTS 2, 6 & 7
ASBURY PARK, NJ 07712

[illegible]

ENLARGED LEVEL 5 FLOOR PLAN

A6

DRAWN BY:
CHECKED BY: DMC



DANIEL M. CONDATORE, RA
NJ License #21AI01798000

PROPOSED CONDOMINIUM DEVELOPMENT
ASBURY PARK LUXURY APARTMENTS & RESORT, LLC

BLOCK 4201 LOTS 2, 6 & 7
ASBURY PARK, NJ 07712

[illegible]

ENLARGED FLOOR
PLAN - TYPICAL
UNITS FLOORS 6-7

A7

DRAWN BY:
CHECKED BY: DMC



PROPOSED CONDOMINIUM DEVELOPMENT
 ASBURY PARK LUXURY APARTMENTS & RESORT, LLC

BLOCK 4201 LOTS 2, 6 & 7
ASBURY PARK, NJ 07712

[illegible]

ENLARGED LEVEL 8 FLOOR PLAN

A8

DRAWN BY:
CHECKED BY: DMC



DANIEL M. CONDATORE, RA
NJ License #21AJ01798000

PROPOSED CONDOMINIUM DEVELOPMENT
 ASBURY PARK LUXURY APARTMENTS & RESORT, LLC

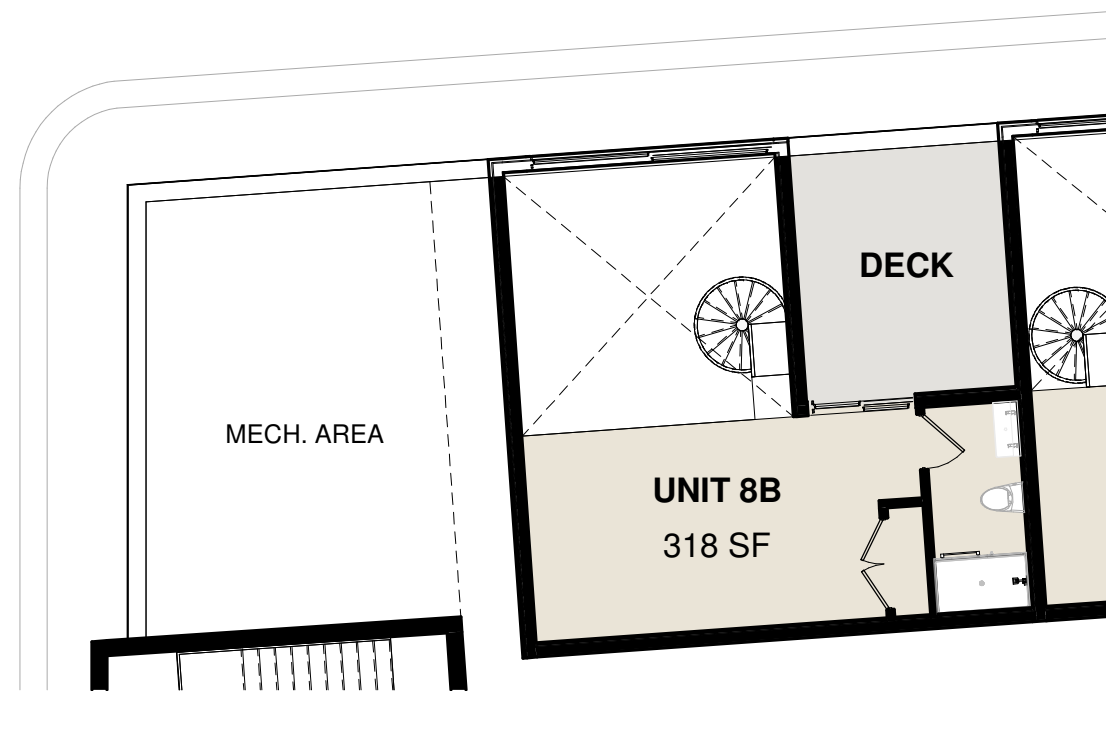
BLOCK 4201 LOTS 2, 6 & 7
ASBURY PARK, NJ 07712

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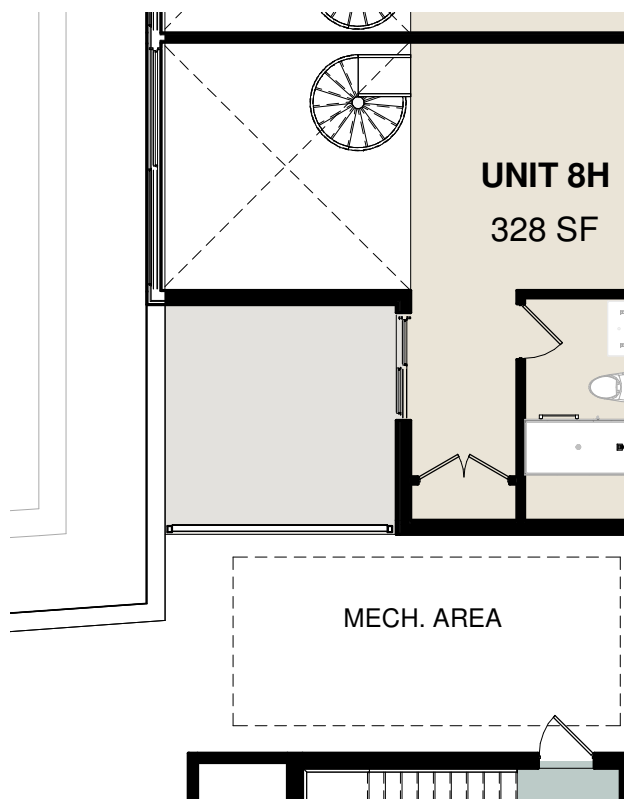
ENLARGED
MEZZANINE FLOOR
PLAN

A9

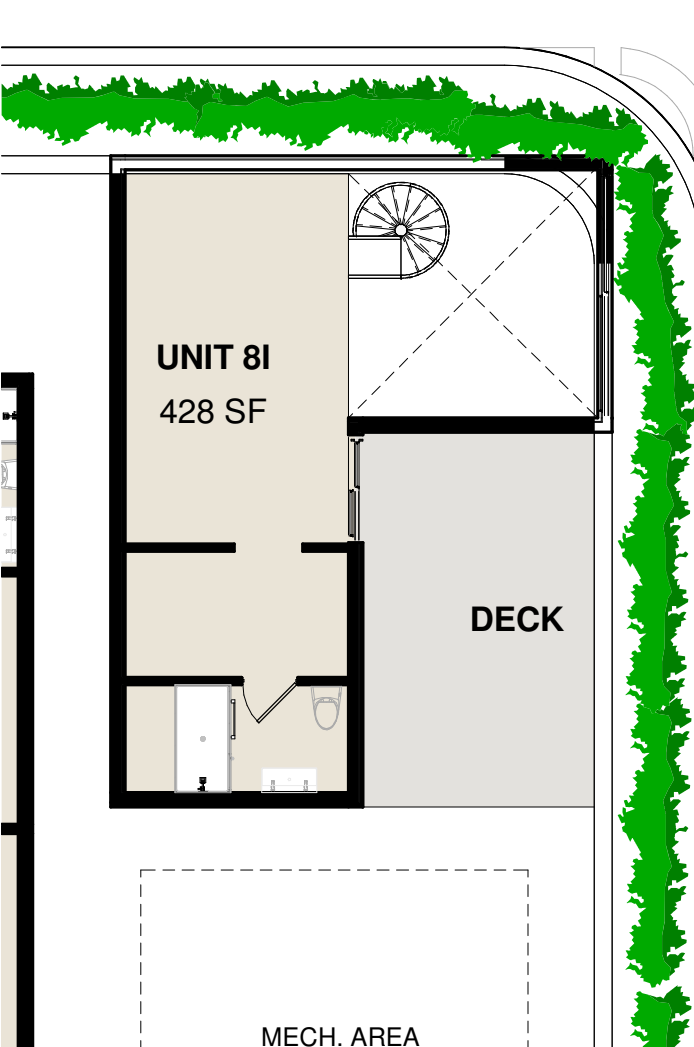
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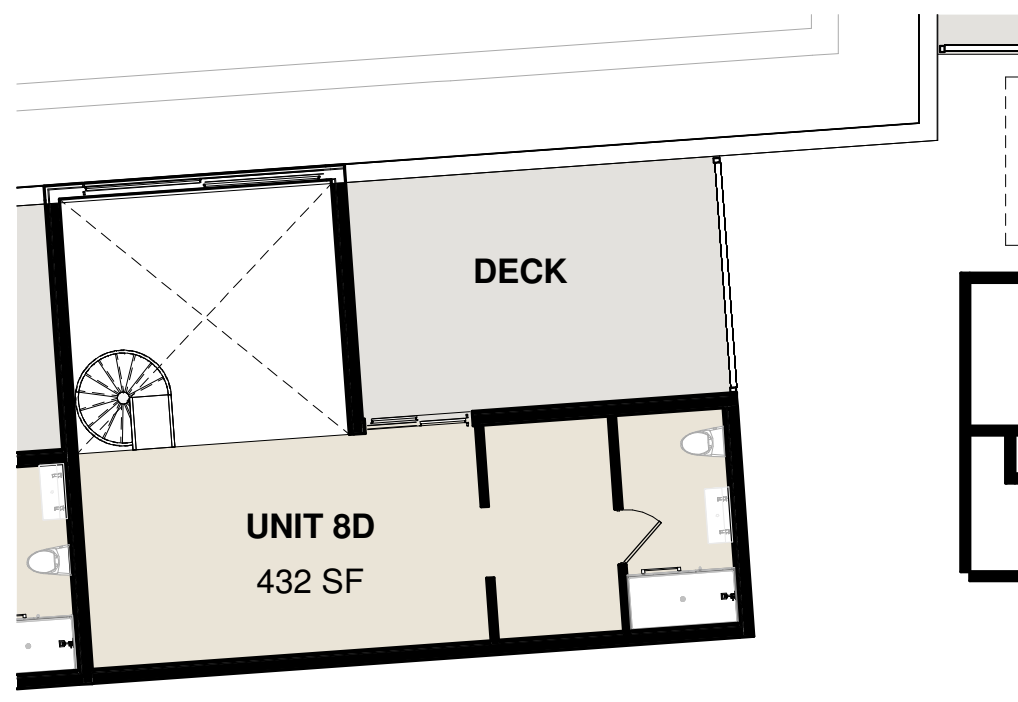
8B UNIT 8B
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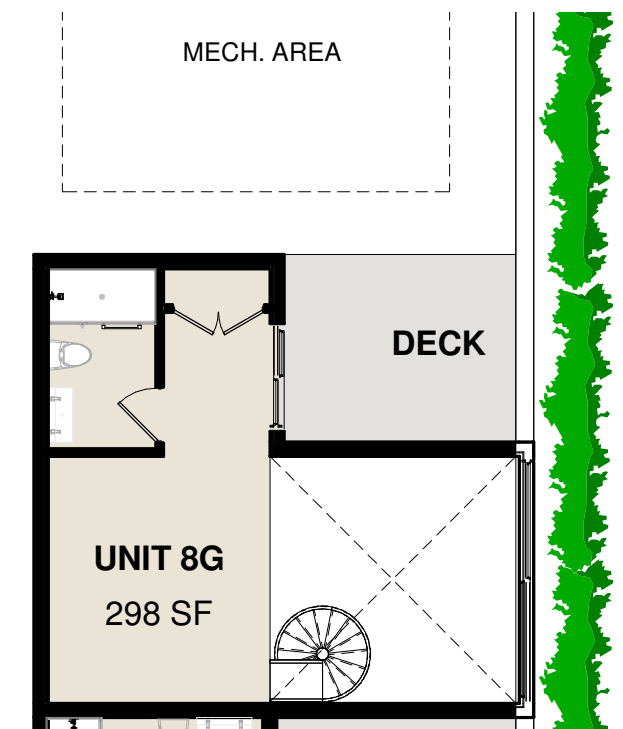
8H UNIT 8H
3/32" = 1'-0"



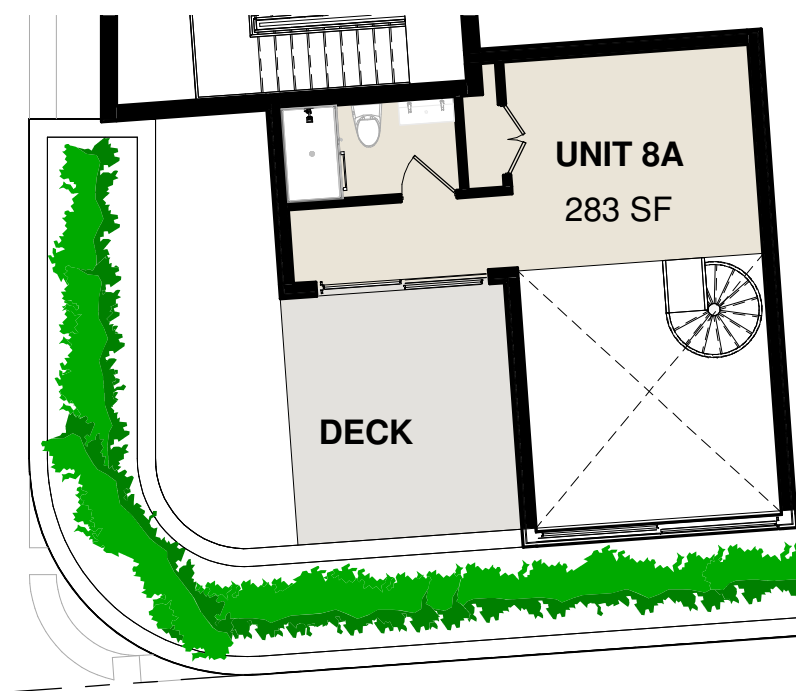
81 UNIT 81
3/32" = 1'-0"



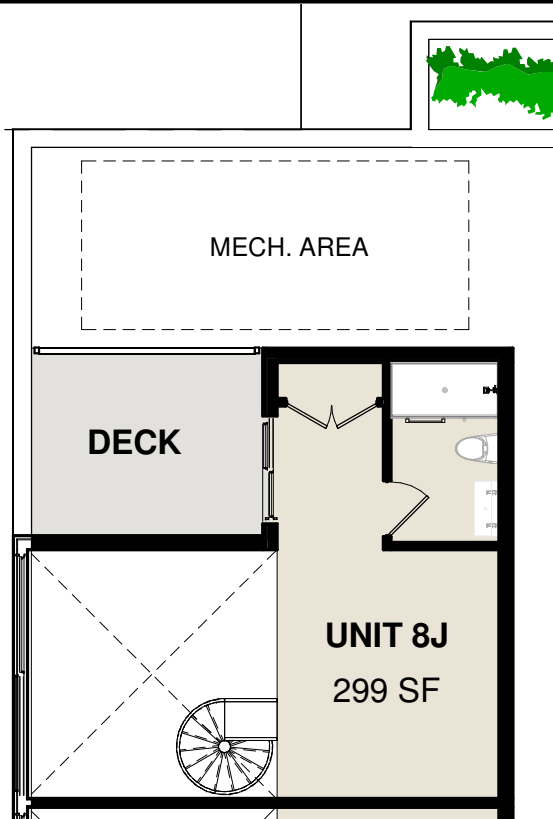
8D UNIT 8D
3/32" = 1'-0"



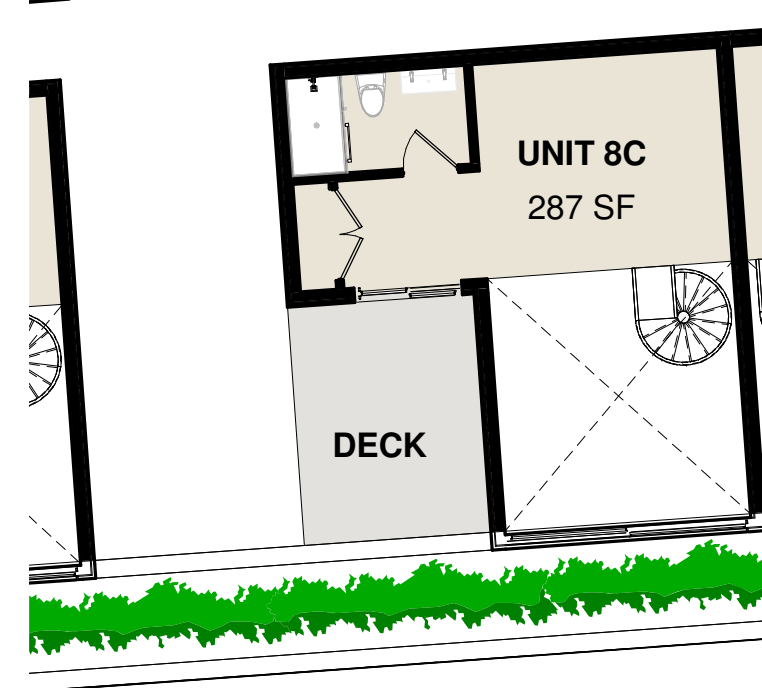
8G UNIT 8G
3/32" = 1'-0"



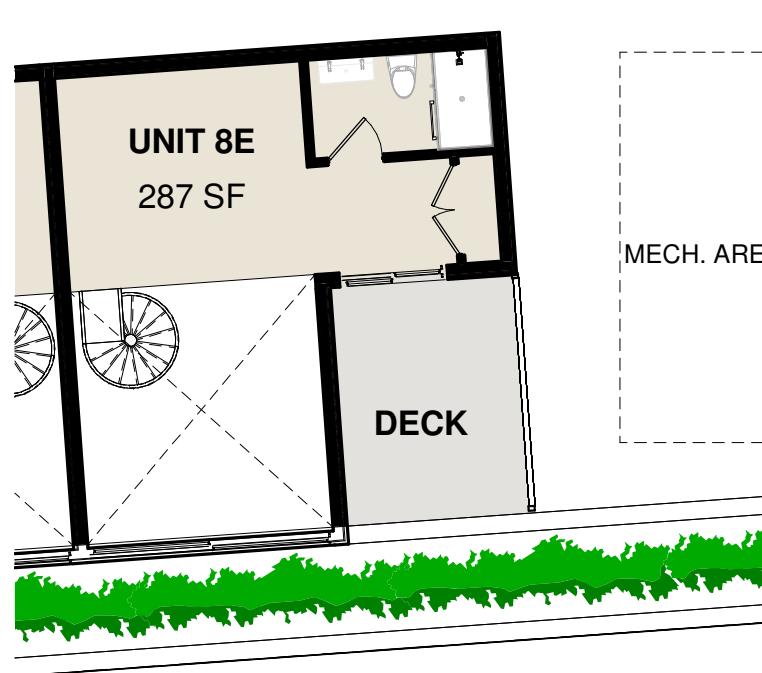
UNIT 8A
3/32" = 1'-0"



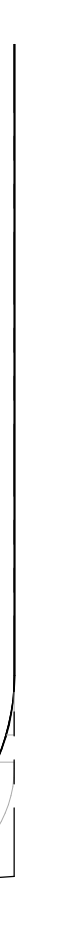
8J UNIT 8J
3/32" = 1'-0"



8C UNIT 8C
3/32" = 1'-0"



8E UNIT 8E
3/32" = 1'-0"



UNIT 8F
3/32" = 1'-0"

DANIEL M. CONDATORE, F
NJ License #21A10179800

PROPOSED CONDOMINIUM DEVELOPMENT
ASBURY PARK LUXURY APARTMENTS & RESORT, LLC

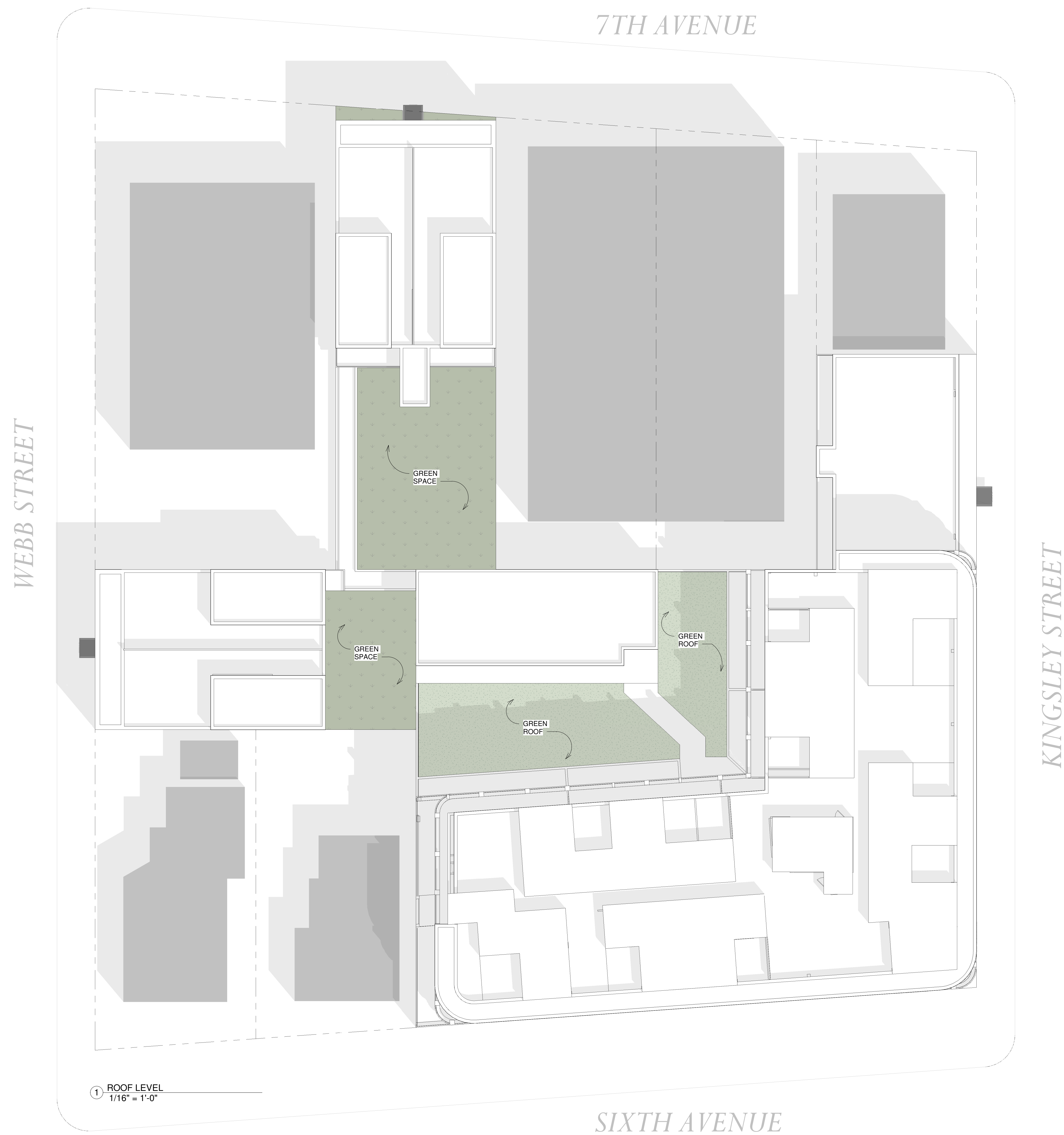
BLOCK 4201 LOTS 2, 6 & 7
ASBURY PARK, NJ 07712

[illegible]

MEZZANINE CALCULATIONS

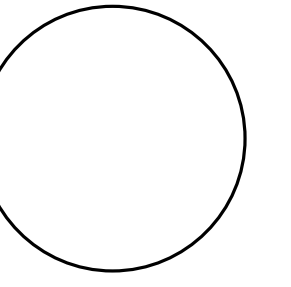
A9.2

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CHECKED BY: DMC



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NJ License #21AID1798000

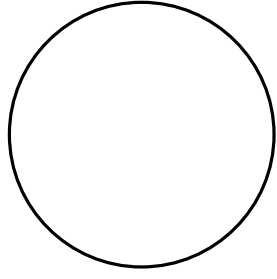
PROPOSED CONDOMINIUM DEVELOPMENT
ASBURY PARK LUXURY APARTMENTS & RESORT, LLC

BLOCK 4201 LOTS 2, 6 & 7
ASBURY PARK, NJ 07712

[illegible]OVERALL ROOF
PLAN

A9.5

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NJ License #21A01738003

PROPOSED CONDOMINIUM DEVELOPMENT
ASBURY PARK LUXURY APARTMENTS & RESORT, LLC

BLOCK 4201 LOTS 2, 6 & 7
ASBURY PARK, NJ 07712

REVISIONS / ISSUES		
No.	Description	Date

1	TRC RESPONSE	3/23/2023

SCHEMATIC FLOOR
PLANS

A10

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Attachment: Asbury Apts and Resort_TRC_Combined (2023-35 : Asbury Park Apartments and Resorts for redevelopment of 201 Sixth Ave. (Block 4201, Lots 2, 6, 7))



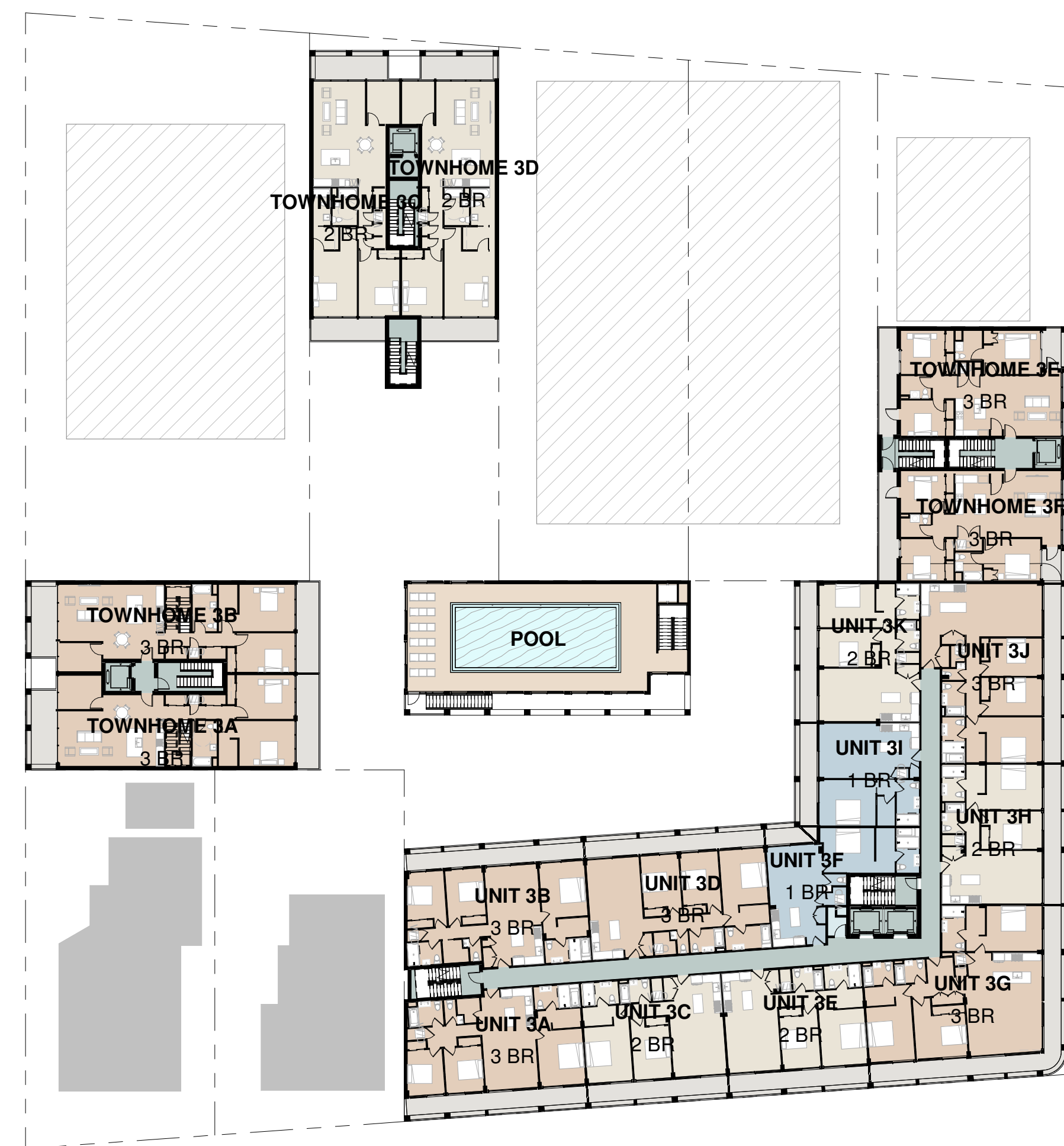
P1 PARKING LEVEL 1
1" = 30'-0"



1 LEVEL 1
1" = 30'-0"



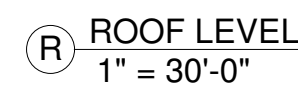
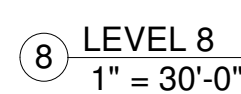
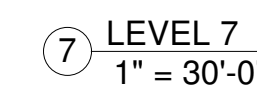
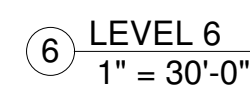
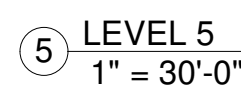
2 LEVEL 2
1" = 30'-0"



3 LEVEL 3
1" = 30'-0"



4 LEVEL 4
1" = 30'-0"



PROPOSED CONDOMINIUM DEVELOPMENT
ASBURY PARK LUXURY APARTMENTS & RESORT, LLC

BLOCK 4201 LOTS 2, 6 & 7
ASBURY PARK, NJ 07712

[illegible]SCHEMATIC FLOOR
PLANS

A11

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PROPOSED CONDOMINIUM DEVELOPMENT
ASBURY PARK LUXURY APARTMENTS & RESORT, LLC

BLOCK 4201 LOTS 2, 6 & 7
ASBURY PARK, NJ 07712

[illegible]

ELEVATION -
KINGSLEY

A12

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Packet Pg. 23



① KINGSLEY STREET FRONTAGE
1/8" = 1'-0"

PROPOSED CONDOMINIUM DEVELOPMENT
ASBURY PARK LUXURY APARTMENTS & RESORT, LLC

BLOCK 4201 LOTS 2, 6 & 7
ASBURY PARK, NJ 07712

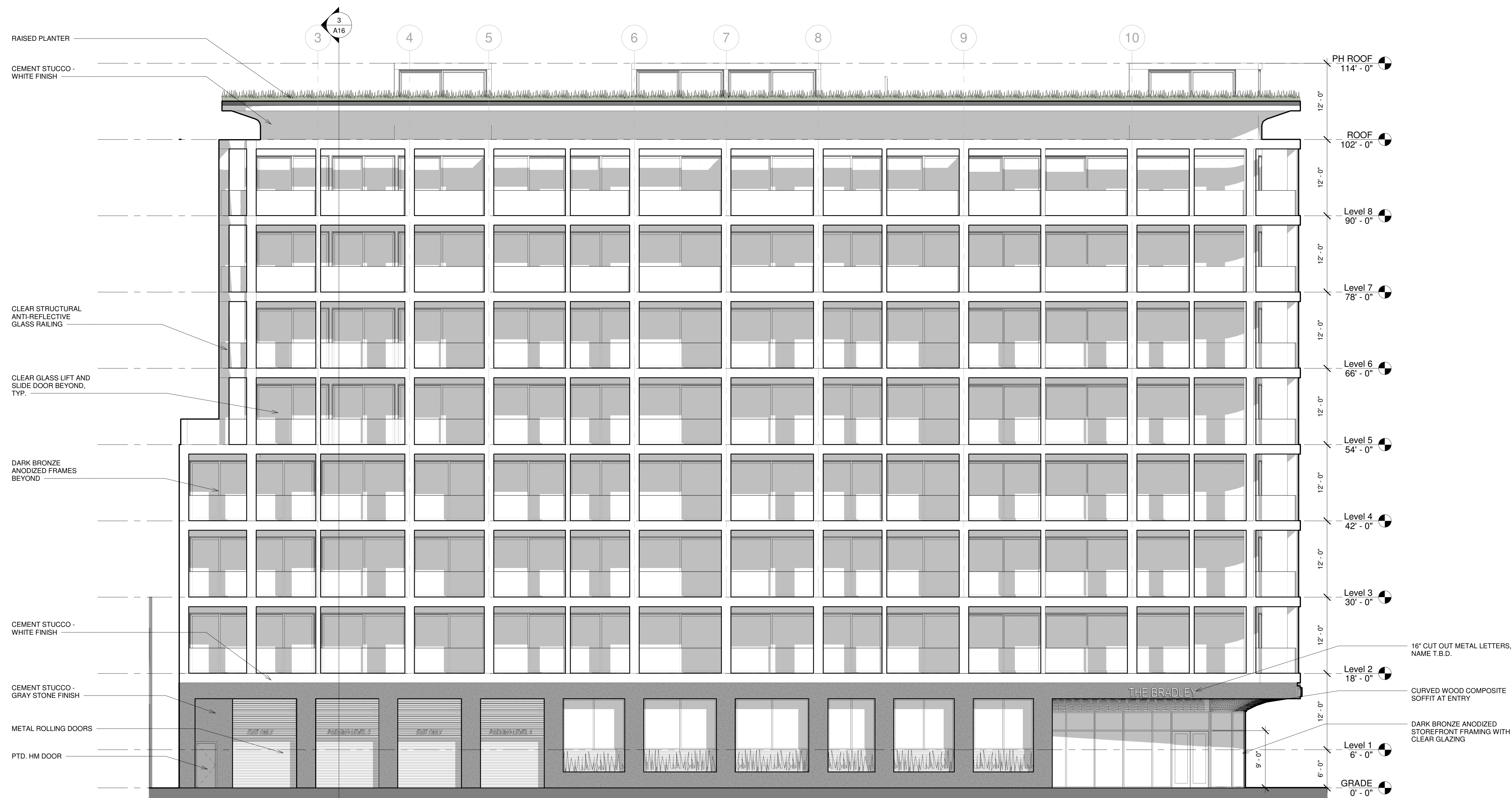
Attachment: Asbury Luxury Apts and Resort_TRC_Combined (2023-35 : Asbury Park Apartments and Resorts for redevelopment of 201 Sixth Ave. (Block 4201, Lots 2, 6, 7))

[illegible]

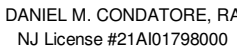
ELEVATION - 6TH
AVE

A13

DRAWN BY:
CHECKED BY: DMC



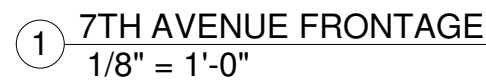
① 6TH AVENUE FRONTAGE
1/8" = 1'-0"



BLOCK 4201 LOTS 2, 6 & 7
ASBURY PARK, NJ 07712

ELEVATIONS - 7TH
AVE AND WEBB ST

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TOTAL WALL AREA:	18,611 SF
TOTAL FENESTRATION AREA:	10,615 SF
FENESTRATION PERCENTAGE:	57%
20% MIN. FENESTRATION REQUIRED - COMPLIES	



② 6TH AVE FRONTAGE - SOLID VOID
1/16" = 1'-0"



3 7TH AVENUE FRONTAGE - SOLID VOID
1/16" = 1'-0"



4 WEBB STREET FRONTAGE - SOLID VOID
1/16" = 1'-0"

DANIEL M. CONDATORE, R.
NJ License #21A101798000

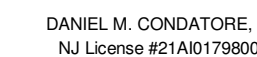
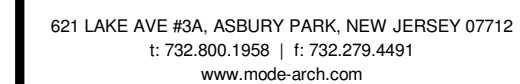
PROPOSED CONDOMINIUM DEVELOPMENT
ASBURY PARK LUXURY APARTMENTS & RESORT, LLC

BLOCK 4201 LOTS 2, 6 & 7
ASBURY PARK, NJ 07712

[illegible]

VOID-TO-SOLID CALCULATIONS

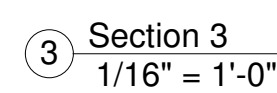
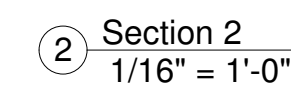
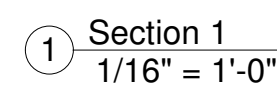
A15

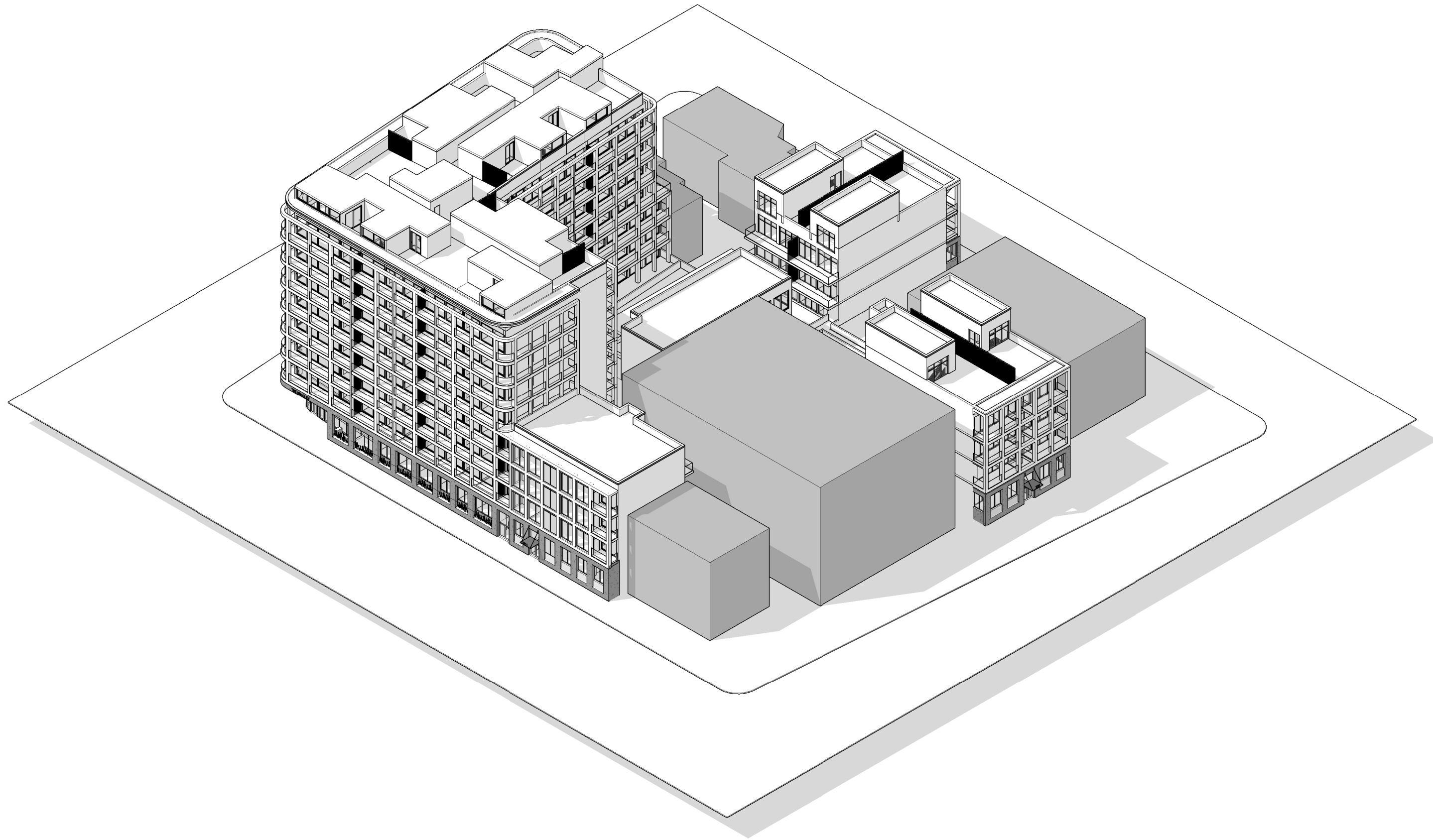


BLOCK 4201 LOTS 2, 6 & 7
ASBURY PARK, NJ 07712

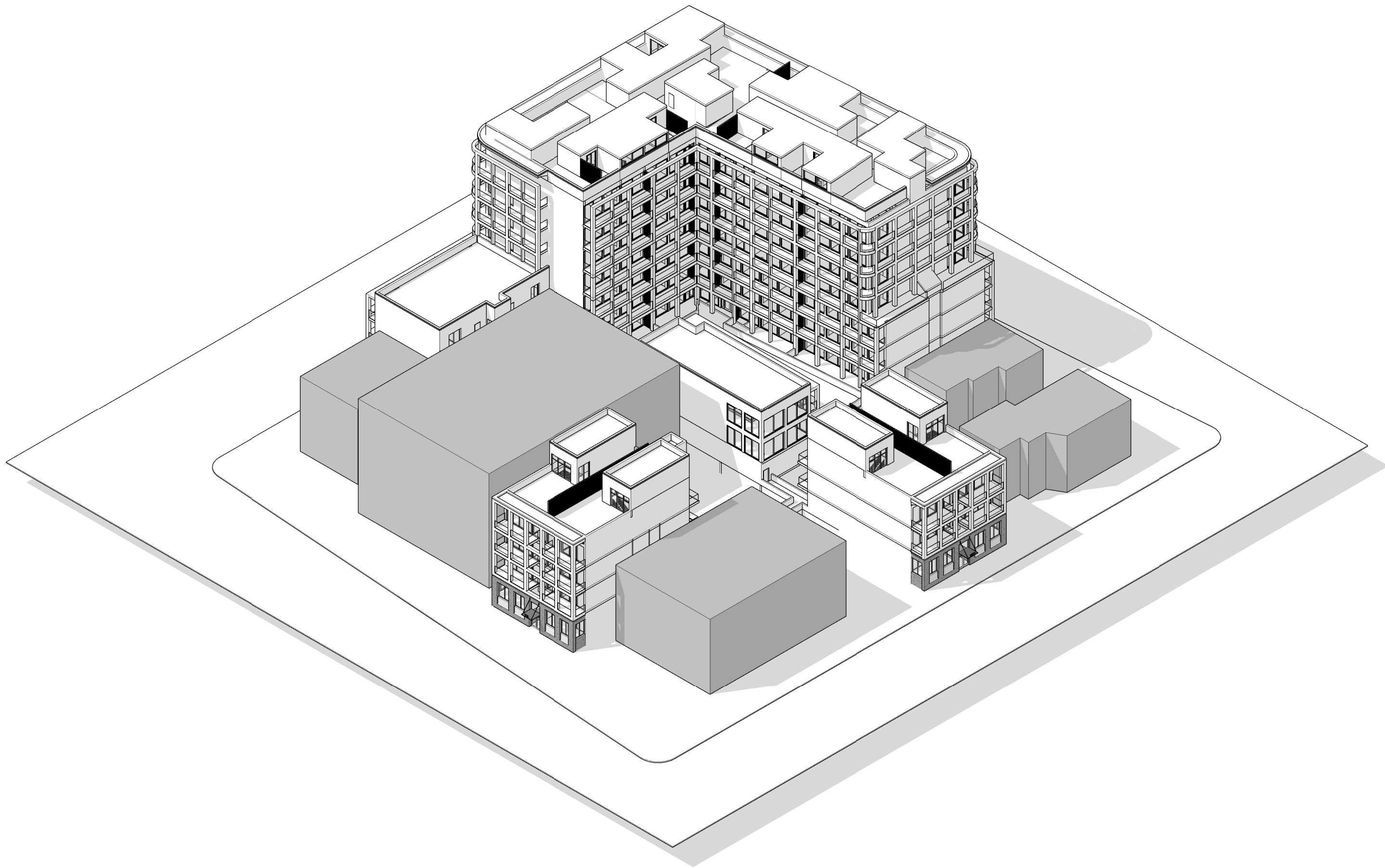
BUILDING SECTIONS

DRAWN BY:
CHECKED BY: DMC

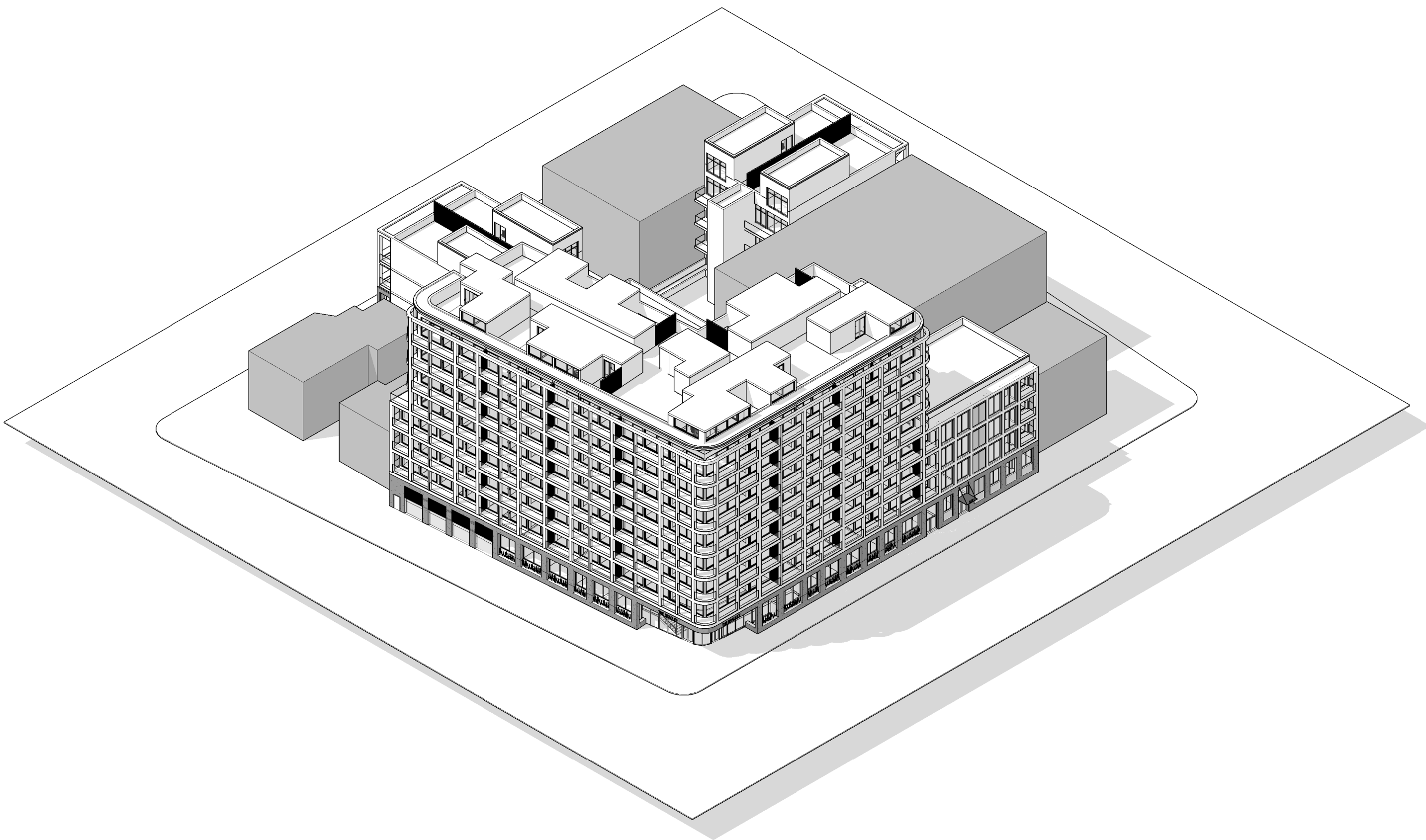




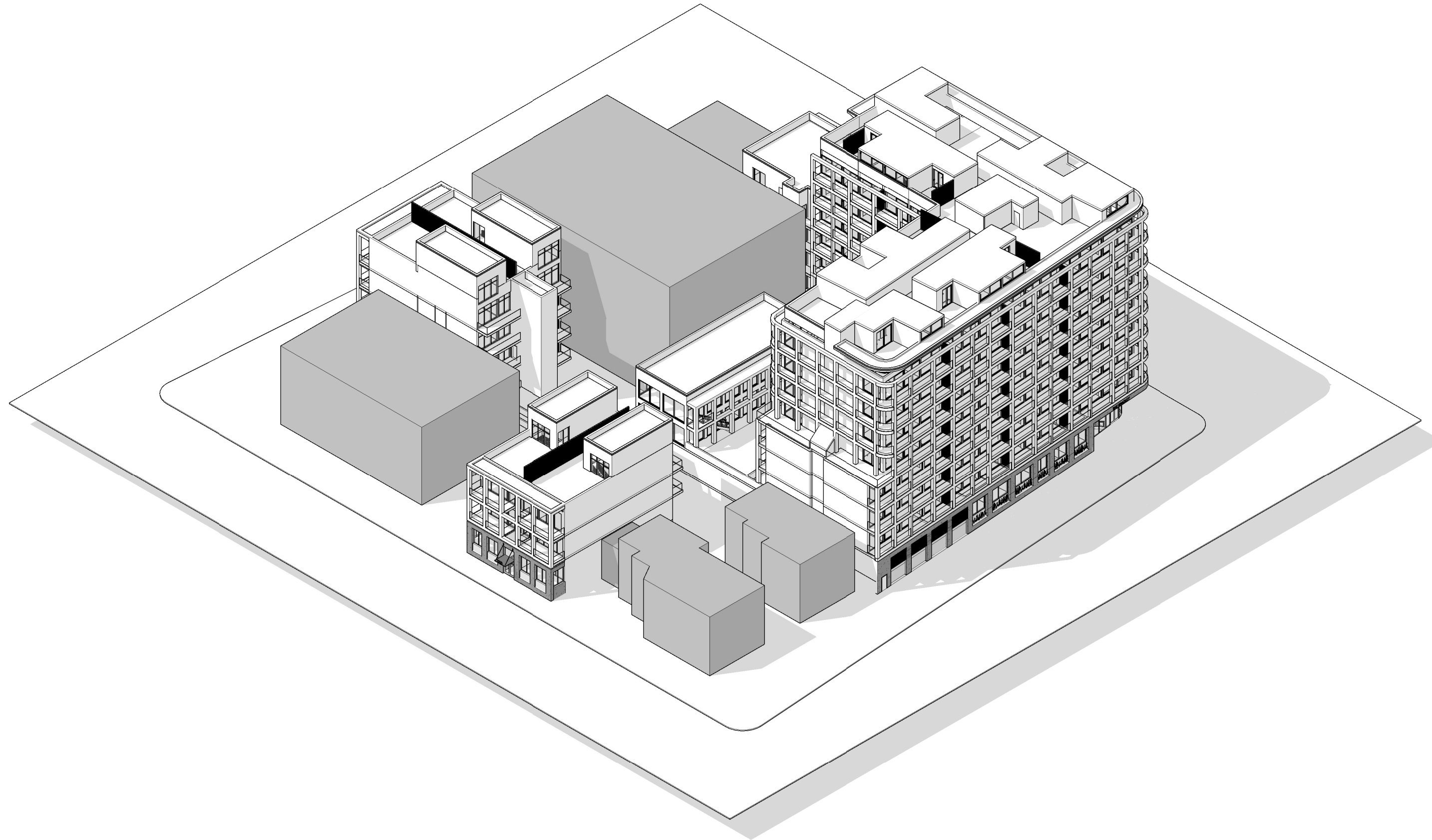
1 3D-NE



2 3D-NW



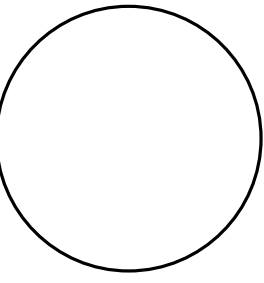
3 3D-SE



4 3D-SW

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NJ License #21AD1738000

PROPOSED CONDOMINIUM DEVELOPMENT
ASBURY PARK LUXURY APARTMENTS & RESORT, LLC

BLOCK 4201 LOTS 2, 6 & 7
ASBURY PARK, NJ 07712

REVISIONS / ISSUES

No.	Description	Date
TRC RESPONSE		3/23/2023

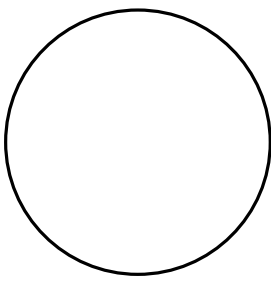
MASSING STUDIES

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A17



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PROPOSED CONDOMINIUM DEVELOPMENT
ASBURY PARK LUXURY APARTMENTS & RESORT, LLC

BLOCK 4201 LOTS 2, 6 & 7
ASBURY PARK, NJ 07712

REVISIONS / ISSUES

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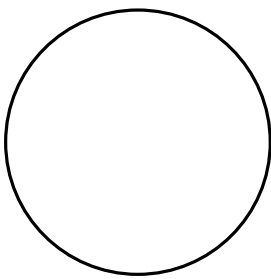
RENDERINGS

R1

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PROPOSED CONDOMINIUM DEVELOPMENT
ASBURY PARK LUXURY APARTMENTS & RESORT, LLC

BLOCK 4201 LOTS 2, 6 & 7
ASBURY PARK, NJ 07712

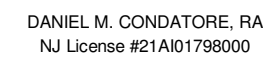
REVISIONS / ISSUES

No.	Description	Date
1	TRC RESPONSE	3/23/2023

RENDERINGS

R2

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PROPOSED CONDOMINIUM DEVELOPMENT
ASBURY PARK LUXURY APARTMENTS & RESORT, LLC

BLOCK 4201 LOTS 2, 6 & 7
ASBURY PARK, NJ 07712

[illegible]

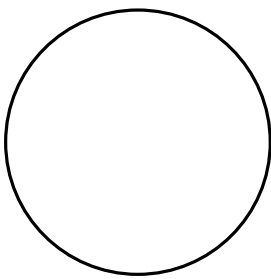
RENDERINGS

R3

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PROPOSED CONDOMINIUM DEVELOPMENT
ASBURY PARK LUXURY APARTMENTS & RESORT, LLC

BLOCK 4201 LOTS 2, 6 & 7
ASBURY PARK, NJ 07712

REVISIONS / ISSUES

No.	Description	Date
1	TRC RESPONSE	3/23/2023

RENDERINGS

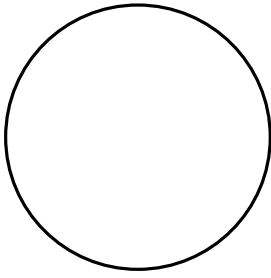
R4

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PROPOSED CONDOMINIUM DEVELOPMENT
ASBURY PARK LUXURY APARTMENTS & RESORT, LLC

BLOCK 4201 LOTS 2, 6 & 7
ASBURY PARK, NJ 07712

REVISIONS / ISSUES

No.	Description	Date
1	TRC RESPONSE	3/23/2023

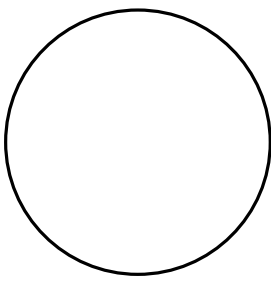
RENDERINGS

R5

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CHECKED BY: DMC



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PROPOSED CONDOMINIUM DEVELOPMENT
ASBURY PARK LUXURY APARTMENTS & RESORT, LLC

BLOCK 4201 LOTS 2, 6 & 7
ASBURY PARK, NJ 07712

REVISIONS / ISSUES

No.	Description	Date
1	TRC RESPONSE	3/23/2023

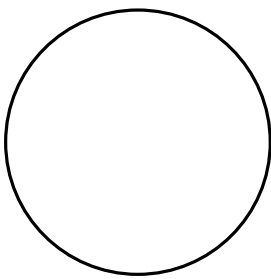
RENDERINGS

R6

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PROPOSED CONDOMINIUM DEVELOPMENT
ASBURY PARK LUXURY APARTMENTS & RESORT, LLC

BLOCK 4201 LOTS 2, 6 & 7
ASBURY PARK, NJ 07712

REVISIONS / ISSUES

No.	Description	Date
1	TRC RESPONSE	3/23/2023

RENDERINGS

R7

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PRELIMINARY AND FINAL MAJOR SITE PLAN W/ VARIANCES

BLOCK 4201 LOTS 2, 6 & 7

CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY

ASBURY PROPERTY OWNERS WITHIN 200 FEET

4201/2 201 SIXTH AVENUE	4/11/2022	OWNER
1304-4201-01	1304-4201-01	ASBURY TERRACE CONDO ASSOCIATION INC
1304-4201-02	1304-4201-02	FARKAS WILLIAM J & KRISTEN SCZECCH
1304-4201-03	1304-4201-03	BENTLEY JESSICA J
1304-4201-04	1304-4201-04	KODADA ERNEST & PATRICIA A
1304-4201-05	1304-4201-05	GLUCKER JERRY
1304-4201-06	1304-4201-06	HEATING UNDA
1304-4201-07	1304-4201-07	MCCORMACK JACOB
1304-4201-08	1304-4201-08	PLUSSO JEFFREY E & DANIELLE
1304-4201-09	1304-4201-09	MITSCHIELE RAULPHE
1304-4201-10	1304-4201-10	MERCURIO RICHARD J & MARGARET M
1304-4201-11	1304-4201-11	WHITNEY EDWIN JOSEPH JR & WHITMAN
1304-4201-12	1304-4201-12	HOCKMAN JOHN G & PAMELA LANE
1304-4201-13	1304-4201-13	REARER PAUL & BARRY HODES
1304-4201-14	1304-4201-14	MITSCHIELE RAULPHE
1304-4201-15	1304-4201-15	WINSLEY TERRACE LLC
1304-4201-16	1304-4201-16	OCEAN LLC
1304-4201-17	1304-4201-17	ASBURY PARTNERS LLC NUSTAR FINANCIA
1304-4201-18	1304-4201-18	ASBURY PARTNERS LLC NUSTAR FINANCIA
1304-4201-19	1304-4201-19	ASBURY PARTNERS LLC NUSTAR FINANCIA
1304-4201-20	1304-4201-20	CHLESINGER STEWART A & JEANNE
1304-4201-21	1304-4201-21	WIDENMANN KAREN
1304-4201-22	1304-4201-22	ARMONIAL THOMAS H & LEA E
1304-4201-23	1304-4201-23	HURLEY KATHLEEN MARY
1304-4201-24	1304-4201-24	SHOUDIN SARAH & MELTON GEORGE
1304-4201-25	1304-4201-25	MARSHALL THOMAS G II & LEA E
1304-4201-26	1304-4201-26	SHOUDIN SARAH & MELTON GEORGE
1304-4201-27	1304-4201-27	BERGER KENNETH J & JEFFREY JONES
1304-4201-28	1304-4201-28	SORIELLI CAROLE & DELPUZZO NANCY
1304-4201-29	1304-4201-29	ANTONICHIO BRIAN & KAPLAN LINDA
1304-4201-30	1304-4201-30	MONACO MADOLINE
1304-4201-31	1304-4201-31	3000 COURT TOWNSHIP NJ 07022
1304-4201-32	1304-4201-32	SANCHEZ ANGEL
1304-4201-33	1304-4201-33	SHOUDIN SARAH & MELTON GEORGE
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1304-4201-99	1304-4201-99	SHOUDIN SARAH & MELTON GEORGE
1304-4201-100	1304-4201-100	SHOUDIN SARAH & MELTON GEORGE



ZONING MAP

N.T.S.

OTHER AGENCIES TO BE NOTIFIED ON 200' CERTIFIED LISTS

FOR RAILROAD:

COUNTY ROADS:

STATE HIGHWAY:

WATERWAYS:

THE FOLLOWING UTILITY COMPANIES ARE ATTACHED TO AND MADE A PART OF THIS 200' CERTIFIED LIST AND MUST BE NOTIFIED IN ACCORDANCE WITH CHAPTER 245, P.L. OF NEW JERSEY

NEW JERSEY AGENCY/COMPANY, INC.

ENGINEERING DEPARTMENT

ASBURY PARK ENGINEERING

ENGINEERING DEPARTMENT

ASBURY PARK ENGINEERING

ENGINEERING DEPARTMENT

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ASBURY PARK ENGINEERING

ENGINEERING DEPARTMENT

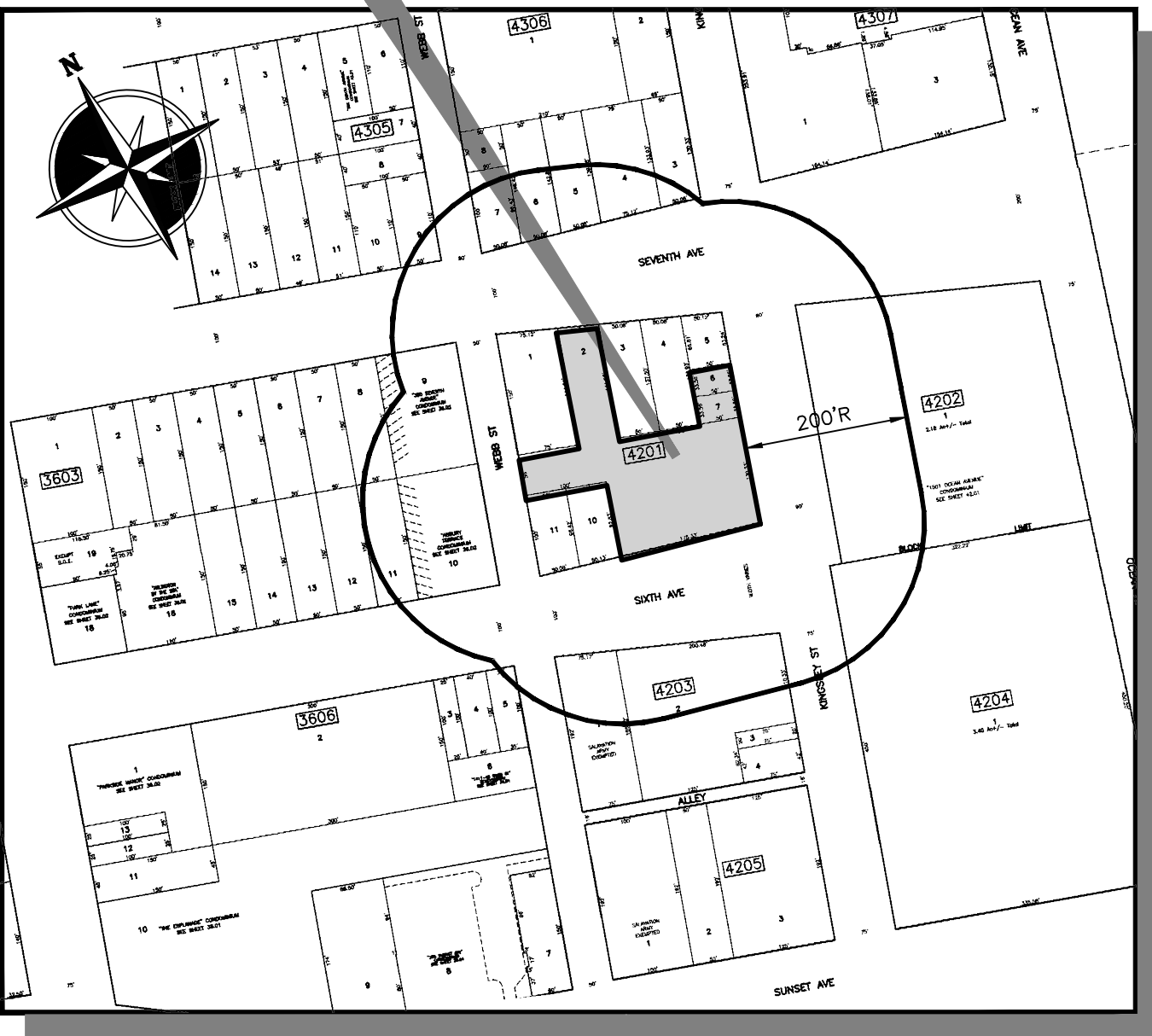
ASBURY PARK ENGINEERING

ENGINEERING DEPARTMENT

ASBURY PARK ENGINEERING

ENGINEERING DEPARTMENT

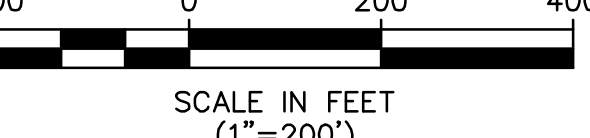
SITE LOCATION



TAX MAP

TAX MAP INFORMATION TAKEN FROM "TAX MAP" CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY SHEET NUMBER 42, DATED DECEMBER 31, 2010

SCALE: 1"=200'



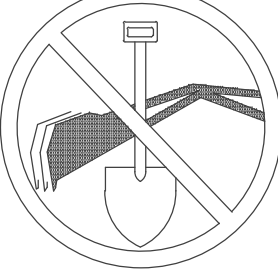
SCALE IN FEET (1"=200')

SHEET INDEX

SHEET No.	SHEET DESCRIPTION
1	TITLE SHEET
2	EXISTING CONDITION & DEMOLITION PLAN
3	SITE PLAN
4	GRADING, DRAINAGE & UTILITY PLAN
5	LANDSCAPE PLAN
6	LIGHTING PLAN
7	SOIL EROSION & SEDIMENT CONTROL PLAN
8	STORMWATER AND SOIL EROSION DETAILS
9	CONSTRUCTION DETAILS

BEFORE YOU DIG
CALL TOLL FREE
IN NJ 811 or
1-800-272-1000

THREE WORKING DAYS BEFORE YOU DIG



APPROVED BY CITY OF ASBURY PARK
MUNICIPAL UTILITIES AUTHORITY

DIRECTOR OF ENGINEERING DATE

GENERAL NOTES:

- PROPERTY KNOWN AND DESIGNATED AS LOTS 2, 6 & 7 IN BLOCK 4201 AS SHOWN ON THE CITY OF ASBURY PARK TAX MAP, SHEET 42.
- BOUNDARY AND TOPOGRAPHIC INFORMATION TAKEN FROM A PLAN ENTITLED "ALTA/NSPS LAND TITLE SURVEY, LOT 2, BLOCK 4201, CITY OF ASBURY PARK, MONMOUTH COUNTY, STATE OF NEW JERSEY," PREPARED BY MORGAN ENGINEERING AND SURVEYING, L.L.C., DATED 3/16/22.
- THE TRACT CONTAINS 0.828 AC.
- ELEVATIONS SHOWN ARE NAVD 1988 DATUM.
- PROPERTY IS LOCATED WITHIN THE WPRA ZONE (WATERFRONT PRIME RENEWAL AREA).
- NO PLANTING OR LANDSCAPING WILL BE INSTALLED WITHIN 5 FEET OF THE SEWER LATERALS.
- SITE LOCATED WITHIN FLOOD ZONE X AS SHOWN ON THE CURRENT FIRM 34025C0332F, DATED SEPTEMBER 25, 2009.
- SITE LOCATED WITHIN FLOOD ZONE X AS SHOWN ON THE PRELIMINARY FIRM 34025C0332G, DATED JANUARY 31, 2014.
- PER THE STATE OF NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION BUREAU OF GIS' NJ-GEOWEB INTERACTIVE MAPPING APPLICATION, WETLANDS DO NOT APPEAR TO EXIST ON THE SUBJECT PROPERTY.
- DO NOT SCALE DRAWINGS WITH RESPECT TO THE LOCATION OF SURROUNDING EXISTING FEATURES, ADJACENT AND SURROUNDING PHYSICAL CONDITIONS, BUILDINGS, STRUCTURES, ETC., ARE SCHEMATIC ONLY EXCEPT WHERE DIMENSIONS ARE SHOWN THERE TO.
- ALL MATERIALS, WORKMANSHIP, AND CONSTRUCTION FOR SITE IMPROVEMENTS SHOWN HEREON SHALL BE IN ACCORDANCE WITH:
 - CURRENT, PREVAILING MUNICIPAL AND/OR COUNTY SPECIFICATIONS, STANDARDS, AND REQUIREMENTS.
 - CURRENT, PREVAILING UTILITY COMPANY/AUTHORITY AND OWNER SPECIFICATIONS, STANDARDS, AND REQUIREMENTS.
- ALL DISTURBED AREAS WILL BE VEGETATIVELY STABILIZED IN ACCORDANCE WITH THE CERTIFIED SOIL EROSION AND SEDIMENT CONTROL PLAN UPON COMPLETION OF THE GRADING ACTIVITIES.
- TRASH AND RECYCLING WILL BE PICKED UP BY THE CITY OF ASBURY PARK.
- THE CONTRACTOR SHALL NOTIFY THE UNDERSIGNED PROFESSIONAL IMMEDIATELY IF SITE CONDITIONS OR TOPOGRAPHY DIFFER MATERIALLY FROM THOSE PRESENTED HEREON. THE UNDERSIGNED PROFESSIONAL SHALL BE GRANTED ACCESS TO REVIEW SAID CONDITION, AND/OR RENDER THE DESIGN SHOWN HEREON TO THE APPROPRIATE MUNICIPAL, COUNTY OR STATE OFFICIALS AND/OR UNDERSIGNED PROFESSIONAL SATISFACTION.
- STRUCTURAL / GEOTECHNICAL ENGINEER TO PROVIDE PLANS AND CALCULATIONS FOR ALL STRUCTURES AND FOUNDATIONS AS SHOWN ON THIS PLAN. THIS PLAN DOES NOT INCLUDE BUILDING CALCULATIONS EITHER STRUCTURAL OR GEOTECHNICAL AND THE UNDERSIGNED ASSUMES NO RESPONSIBILITY FOR THE SAME.
- THE OWNER OR HIS REPRESENTATIVE IS TO DESIGNATE AN INDIVIDUAL RESPONSIBLE FOR CONSTRUCTION SITE SAFETY DURING THE COURSE OF SITE IMPROVEMENTS PURSUANT TO N.J.A.C. 5:23-2.21(E) OF THE N.J. UNIFORM CONSTRUCTION CODE AND CFR 1926.32(f) (OSHA COMPETENT PERSON). MORGAN ENGINEERING, L.L.C., ASSUMES NO RESPONSIBILITY FOR CONSTRUCTION SITE SAFETY.
- THE CONTRACTOR IS RESPONSIBLE FOR ALL REQUIRED PERMITS NECESSARY FOR THE CONSTRUCTION AND COMPLETION OF THE APPROVED IMPROVEMENTS.
- THE CONTRACTOR IS RESPONSIBLE FOR THE PROPER REMOVAL AND DISPOSAL OF ANY AND ALL EXISTING OBJECTS, STRUCTURES, ETC. THAT ARE IN THE WAY OF PROPOSED CONSTRUCTION, OR INDICATED AS "TO BE REMOVED".
- EXISTING LOCATIONS FOR SEWER LATERAL AND WATER SERVICE TO BE USED FOR THE PROPOSED BUILDING. CONTRACTOR TO VERIFY LOCATION AND SIZE PRIOR TO THE DEMOLITION OF ANY BUILDINGS.
- ALL USES TO BE PROVIDED WITH ADEQUATE AMOUNT OF MOVABLE ROBO-CARTS FOR USE ON SITE. 1 CAN RECYCLING, 1 CAN DOMESTIC REFUSE.
- ANY EXISTING CURB DEEMED IN POOR CONDITION BY THE BOARD ENGINEER'S OFFICE OR DAMAGED DURING CONSTRUCTION SHALL BE REPLACED.
- ANY EXISTING SIDEWALK DEEMED IN POOR CONDITION BY THE BOARD ENGINEER'S OFFICE OR DAMAGED DURING CONSTRUCTION SHALL BE REPLACED.
- UTILITY METERS WILL BE SCREENED FROM THE ADJACENT ROADWAYS THROUGH THE PLACEMENT OF BEING ON THE REAR WALL OF THE RETAIL BUILDING UNDERNEATH THE OVERHANG OF THE RESIDENTIAL UNITS ABOVE.

APPROVED BY:
CITY OF ASBURY PARK PLANNING BOARD

CHAIRMAN	DATE
SECRETARY	DATE
ENGINEER	DATE

OWNER:
EVEREST ENTERPRISES, INC
201 SIXTH AVENUE
ASBURY PARK, NJ 07712

APPLICANT:
ASBURY PARK APARTMENTS & RESORT, LLC.
201 SIXTH AVENUE
ASBURY PARK, NJ 07712

REV	DATE	DESCRIPTION	BY
3	5/25/23	REV PER NJDEP COMMENTS	MS
2	3/15/23	REV PER FOOTPRINT	DW
1	2/9/23	CHANGED BOUNDARY LINE THICKNESS FOR LOTS 6 & 7	DW

PRELIMINARY AND FINAL MAJOR SITE PLAN

TITLE SHEET

201 6TH AVENUE
LOTS 2, 6 & 7 BLOCK 4201

CITY OF ASBURY PARK

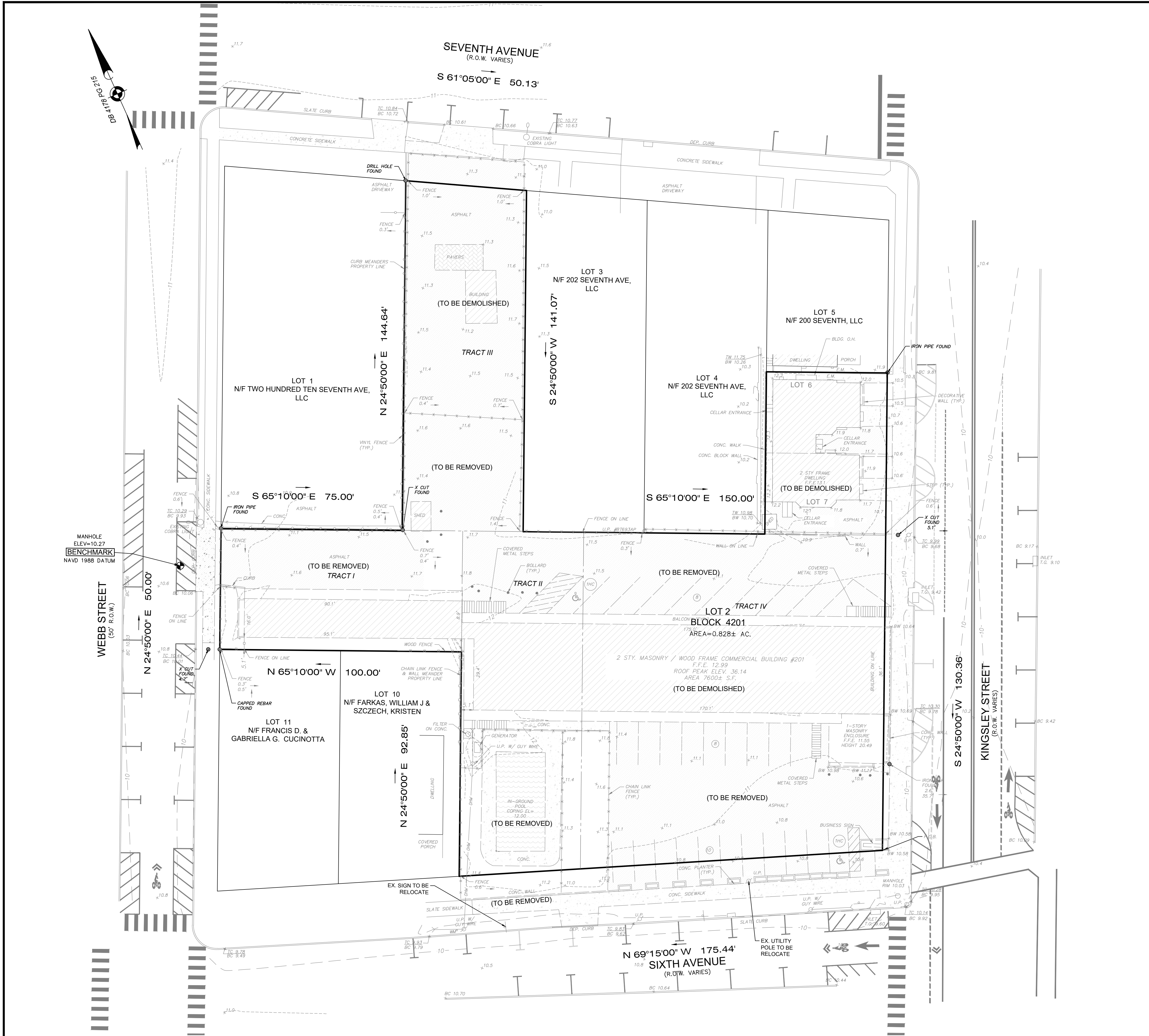
COUNTY OF MONMOUTH NEW JERSEY

Scale:	Drawn By:	Date:	Job #:	CAD File #:	Sheet #:
NTS	DWS	1/3/23	E21-00755	SITE PLAN	1 of 9



MATHEW R. WILDER
NEW JERSEY PROFESSIONAL ENGINEER LICENSE No. 50652

Attachment: E21-00755 SITE PLAN 201 6th Ave Asbury Park REV 3_05.10.23 JWW (2023-35: Asbury Park Apartments and Resorts for redevelopment of 201 Sixth Ave. Block 4201, Lots 2, 6, 7)



LEGEND	
	BOUNDARY LINE
	LOT LINE
	CURB LINE
	Face of Curb
	DEPRESSED CURB
	GAS LINE
	CONTOURS MINOR
	CONTOURS MAJOR
	SPOT ELEVATION
	BOTTOM OF CURB
	TOP OF CURB
	GRATE ELEVATION
	GENERAL SIGN
	FIRE HYDRANT
	WATER VALVE
	WATER METER
	GAS VALVE
	SANITARY CLEAN OUT
	MANHOLE
	STORM DRAINAGE INLET
	UTILITY POLE
	GUY ANCHOR
	LIGHT POLE
	SINGLE HEAD LAMP

ALL EXISTING IMPROVEMENTS ON-SITE ARE TO BE REMOVED.

"THE OWNER OR HIS/HER DESIGNATED REPRESENTATIVE SHALL NOTIFY THE UNDERSIGNED PROFESSIONAL IMMEDIATELY IF CONDITIONS ARE ENCOUNTERED ON-SITE CONTRARY TO THOSE DEPICTED ON THIS PLAN. THE UNDERSIGNED PROFESSIONAL SHALL BE GRANTED ACCESS TO THE SITE AND PROVIDED ADEQUATE TIME TO REVIEW AND, IF NECESSARY, AMEND THE DESIGN BASED UPON THE OBSERVED SITE CONDITIONS."

MORGAN
engineering & surveying
www.morganengineeringllc.com

CERTIFICATE OF AUTHORIZATION: 24GA28228800

P.O. BOX 5232
TOMS RIVER, N.J. 08754
TEL: 732-270-9690
FAX: 732-270-9691

MATHEW R. WILDER
NEW JERSEY PROFESSIONAL ENGINEER LICENSE No. 50652

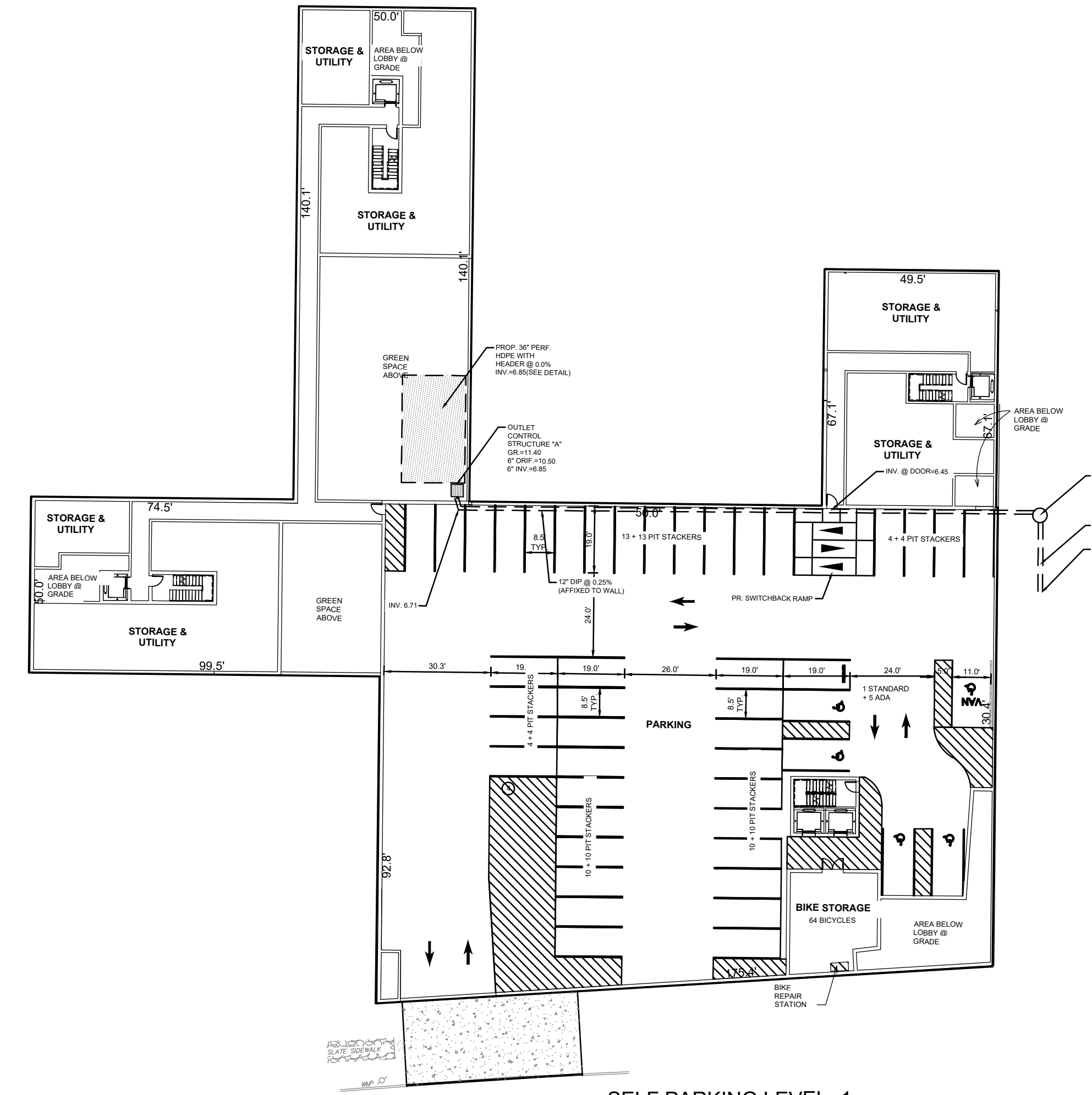
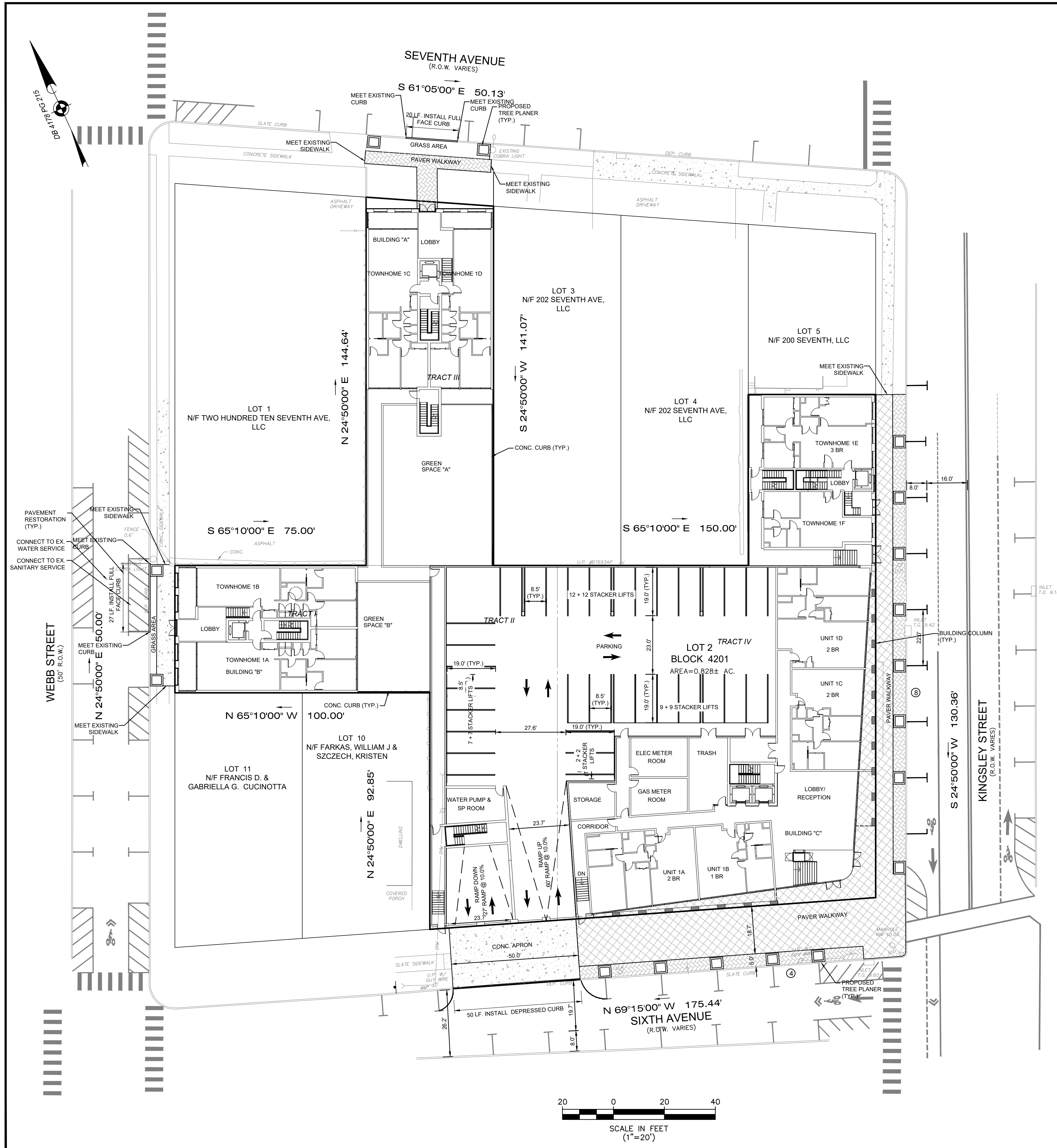
REV	DATE	DESCRIPTION	BY
3	5/25/23	REV PER NJDEP COMMENTS	MW
2	3/15/23	REV PER FOOTPRINT	DS
1	2/9/23	CHANGED BOUNDARY LINE THICKNESS FOR LOTS 6 & 7	DAP

**PRELIMINARY AND FINAL
MAJOR SITE PLAN
EXISTING CONDITION &
DEMOLITION PLAN**

**201 6TH AVENUE
LOTS 2, 6 & 7 BLOCK 4201
CITY OF ASBURY PARK**

COUNTY OF MONMOUTH NEW JERSEY

Scale: 1"=20' Drawn By: DS Date: 1/3/23 Job #: E21-00755 CAD File #: SITE PLAN Sheet #: 2 of 9



PRIME RENEWAL REDEVELOPMENT ZONE REQUIREMENTS

	REQUIRED	PROVIDED
MIN. LOT AREA	15,000 S.F.	39,404 S.F.
MIN. LOT FRONTAGE:		
SIXTH AVENUE	100 FT.	175.44 FT.
KINGSLEY STREET	100 FT.	130.36 FT.
SEVENTH AVENUE	100 FT.	50.13 FT.*
WEBB STREET	100 FT.	50.00 FT.*
MAX. IMPERVIOUS COVERAGE	90%	(SEE CHART)
MIN. HERB AND SHRUB COVERAGE	5%	5%
MIN. TREE PLANTING	5%	5%
MAX. BUILDING HEIGHT	8 STORIES	8 STORIES
MAX. BUILDING UNITS	143 UNITS	98 UNITS

- * - EXISTING NON-CONFORMING
** - VARIANCE REQUIRED

IMPERVIOUS COVERAGE

DESCRIPTION	EXISTING	PROPOSED
BUILDING	11,833 S.F.	35,454 S.F.
ASPHALT/PARKING AREA	22,707 S.F.	N/A
PAVER	212 S.F.	N/A
CONC.	2,078 S.F.	N/A
IMPERVIOUS LOT COVERAGE	36,830 S.F.	35,454 S.F.
LOT AREA		39,404 S.F.
TOTAL IMPERVIOUS LOT COVERAGE	93.5%*	89.98%

THE PROPOSED CALCULATIONS DO NOT INCLUDE THE GREEN ROOF WHICH PROPOSES AN ADDITIONAL 3,009 S.F. OF PERVIOUS SURFACES. INCLUDING THE GREEN ROOF AND OPEN SPACE AREAS WOULD BE A 17.7% REDUCTION OF IMPERVIOUS SURFACES.

PARKING REQUIREMENT CALCULATION:

REQUIRED 1.5 SPACES PER UNIT
PROPOSED 98 DWELLING UNITS
1.5 X 98 = 147 PARKING SPACES REQUIRED

LOWER LEVEL: 103 PARKING SPACES (INCLUDES 20 COMPACT SPACES)
FIRST FLOOR: 45 PARKING SPACES (INCLUDES 17 STACKER LIFTS)

148 PARKING SPACES PROVIDED

THE OWNER OR HIS/HER DESIGNATED REPRESENTATIVE SHALL NOTIFY THE UNDERSIGNED PROFESSIONAL IMMEDIATELY IF CONDITIONS ARE ENCOUNTERED ON SITE CONTRARY TO THOSE DEPICTED ON THIS PLAN. THE UNDERSIGNED PROFESSIONAL SHALL BE GRANTED ACCESS TO THE SITE AND PROVIDED ADEQUATE TIME TO REVIEW AND, IF NECESSARY, AMEND THE DESIGN BASED UPON THE OBSERVED SITE CONDITIONS.

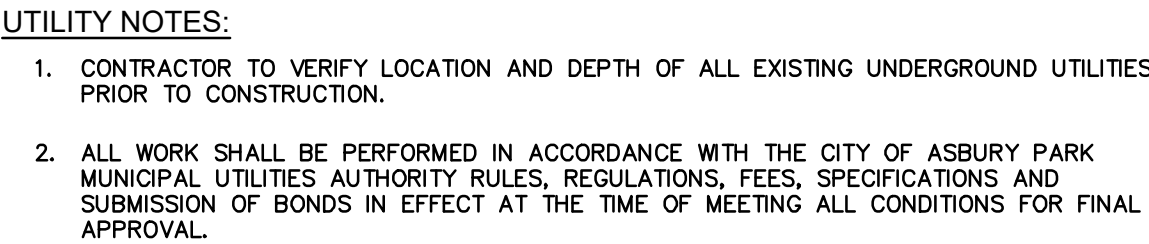
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Matthew R. Wilder
MATHEW R. WILDER
NEW JERSEY PROFESSIONAL ENGINEER LICENSE No. 50652

REV	DATE	DESCRIPTION	BY
3	5/25/23	REV PER NJDEP COMMENTS	MW
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PRELIMINARY AND FINAL MAJOR SITE PLAN			
SITE PLAN			
201 6TH AVENUE			
LOTS 2, 6 & 7 BLOCK 4201			
CITY OF ASBURY PARK			
COUNTY OF MONMOUTH NEW JERSEY			
Scale:	Drawn By:	Date:	Job #:
1"=20'	DS	1/3/23	E21-00755
SHEET PLAN		CAD File #	Sheet #
			3 of 9

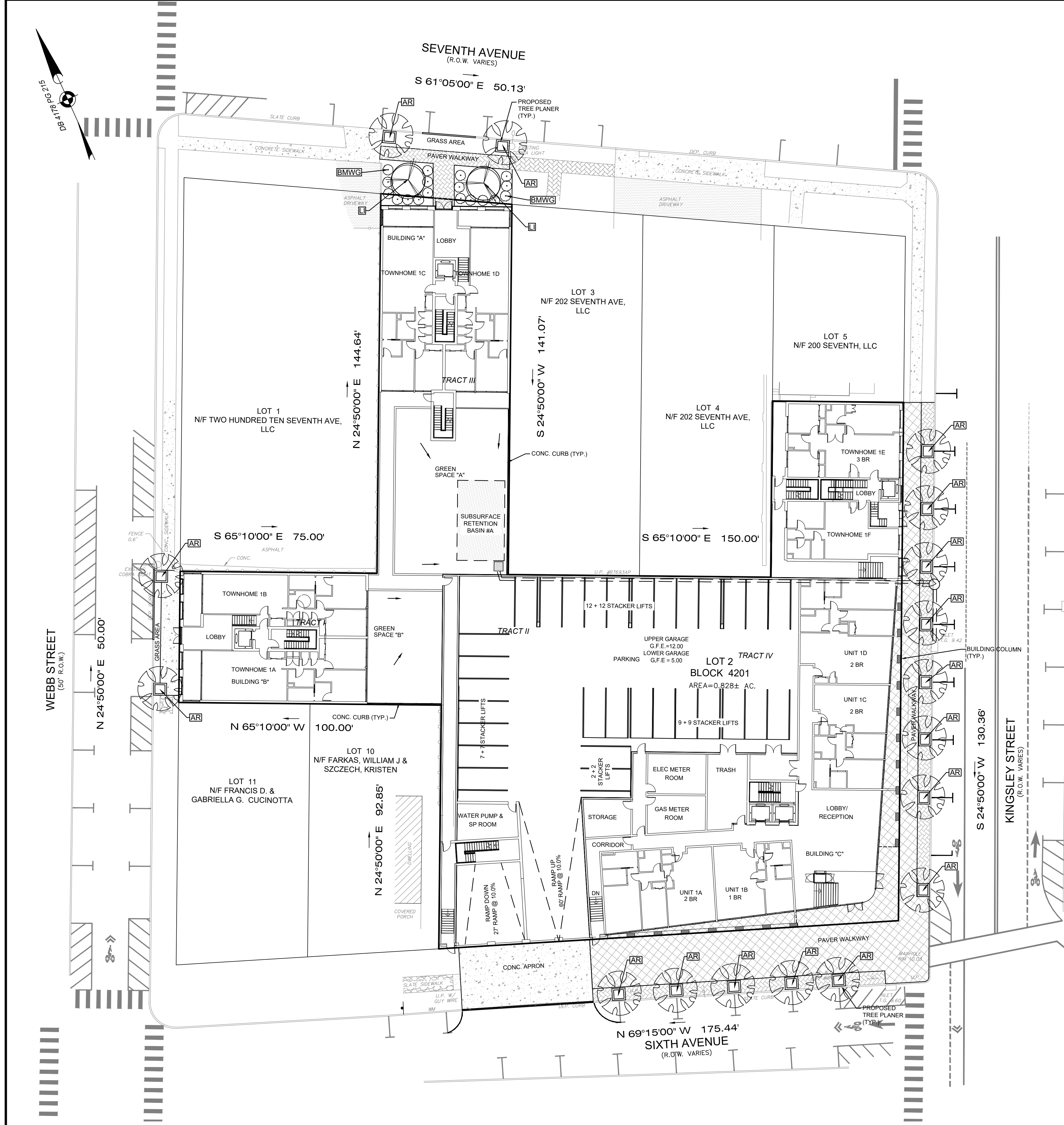


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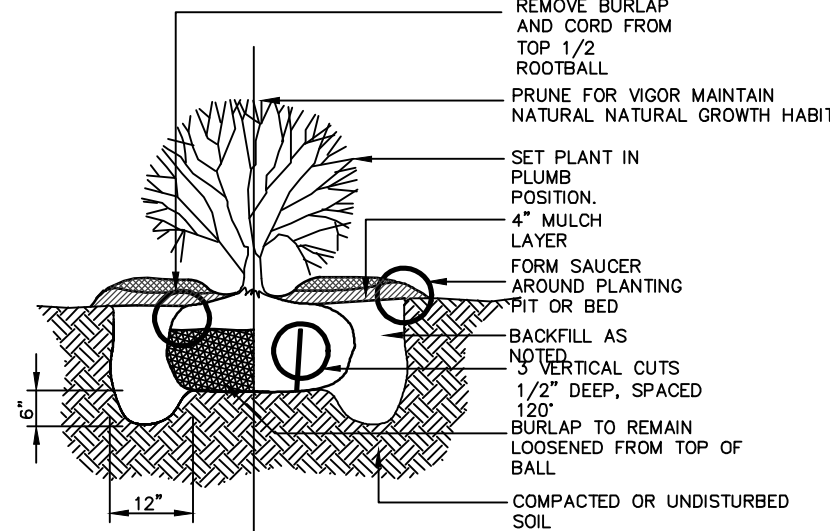

MATHEW R. WILDER
NEW JERSEY PROFESSIONAL ENGINEER LICENSE No. 50101

PRELIMINARY AND FINAL MAJOR SITE PLAN GRADING & UTILITY PLAN

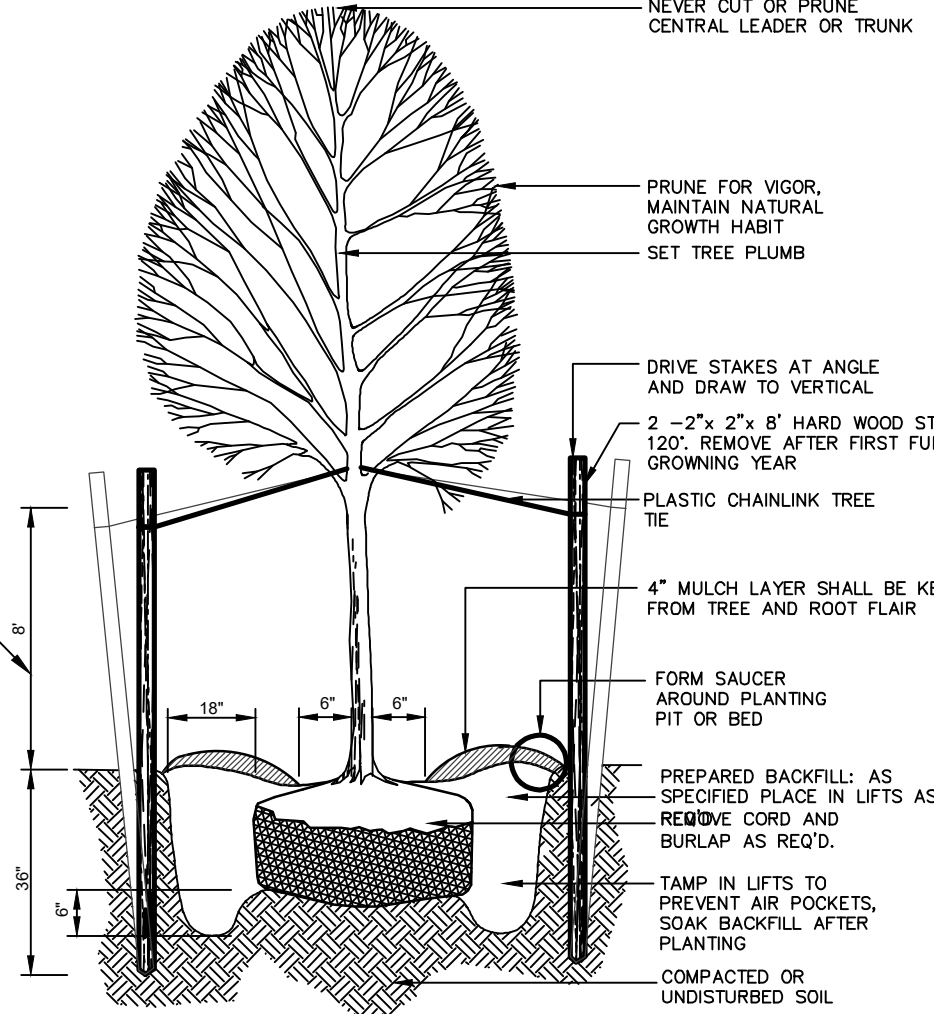
Scale: 1"=20'	Drawn By: DS	Date: 1/3/23	JOB #: E21-00755	CAD File # SITE PLAN	Sheet # 4 OF 9
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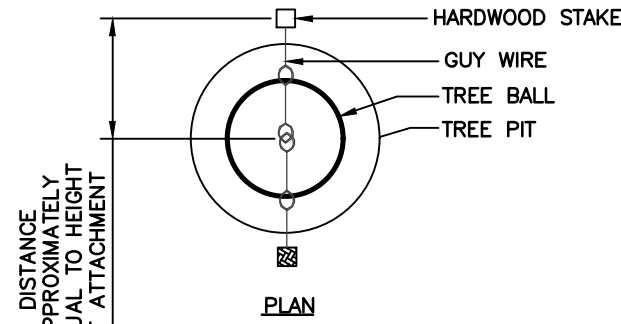
- GENERAL PLANTING NOTES**
- THIS PLAN SHALL BE USED FOR LANDSCAPE PLANTING PURPOSES ONLY. EXAMINE ALL ENGINEERING DRAWINGS AND FIELD CONDITIONS FOR SPECIFIC LOCATIONS OF UTILITIES, STRUCTURES, ETC. AND NOTIFY THE UNDERSIGNED IN REFERENCE TO ANY DISCREPANCIES OR LOCATION CONFLICTS PRIOR TO PLANTING INSTALLATION.
 - ALL PLANT MATERIAL SHALL CONFORM TO THE STANDARDS OF THE AMERICAN ASSOCIATION OF NURSERYMEN OR THE PLANT MATERIAL WILL BE UNACCEPTABLE. ALL PLANT MATERIAL SHALL BE TRUE TO SPECIES, VARIETY, SIZE AND BE CERTIFIED DISEASE AND INSECT FREE.
 - NO PLANT SUBSTITUTIONS SHALL BE PERMITTED WITH REGARDS TO SIZE, SPECIES, VARIETY, ETC. WITHOUT WRITTEN PERMISSION OF THE UNDERSIGNED OR BOROUGH OFFICIALS. WRITTEN PROOF OF PLANT MATERIAL UNAVAILABILITY MUST BE DOCUMENTED.
 - THE LOCATION OF ALL PLANT MATERIAL INDICATED ON THE LANDSCAPE PLANS IS APPROXIMATE. THE FINAL LOCATION OF ALL PLANT MATERIAL AND PLANTING BED LINES SHALL BE DETERMINED IN THE FIELD UNDER THE DIRECTION OF THE LANDSCAPE ARCHITECT. NO SHADE TREE, STREET TREE, ORNAMENTAL, FLOWERING TREE OR EVERGREEN TREE SHALL BE PLANTED CLOSER THAN 5' FROM ANY SIDEWALK, DRIVEWAY, CURB OR UTILITY LOCATION UNLESS SPECIFICALLY DIMENSIONED ON THE LANDSCAPE PLAN.
 - ALL STREET TREES AND SHADE TREES PLANTED NEAR PEDESTRIAN OR VEHICULAR ACCESS SHOULD NOT BE BRANCHED LOWER THAN 7'-0" ABOVE GRADE. ALL PLANT MATERIAL LOCATED WITHIN ANY SIGHT TRIANGLE EASEMENTS SHALL NOT EXCEED A MATURE HEIGHT OF 30' ABOVE THE ELEVATION OF THE ADJACENT CURB. ALL STREET TREES PLANTED IN ANY SIGHT TRIANGLE EASEMENTS SHALL BE PRUNED AS MENTIONED ABOVE.
 - THE PLANTING PLAN SHALL TAKE PRECEDENCE OVER THE PLANT SCHEDULE SHOULD ANY PLANT QUANTITY DISCREPANCIES OCCUR.
 - ALL PLANT MATERIAL SHALL BE PROPERLY GUYED, STAKED, WRAPPED AND PLANTED IN CONFORMANCE WITH THE TYPICAL PLANTING DETAILS. GUY WIRES SHALL BE ATTACHED TO THE TREE AT A HEIGHT OF TWO-THIRDS THE HEIGHT OF THE TREE AND SHOULD BE LOCATED AT POINTS SO NOT TO SPLIT THE TRUNKS OF MULTI-STEMMED TREES. PROVIDE THREE TREE STAKES PER TREE. UNLESS NOTED OTHERWISE, INSTALL ALL PLANT MATERIAL ON UNDISTURBED GRADE. PROVIDE BURLAP WRAPPING WITH A 50% OVERLAP. CUT AND REMOVE BURLAP FROM TOP ONE-THIRD OF THE ROOT BALL.
 - PROVIDE PLANTING PITS AS INDICATED ON PLANTING DETAILS. BACKFILL PLANTING PITS WITH ONE PART EACH OF TOPSOIL, PEAT MOSS AND PARENT MATERIAL. IF NET SOIL CONDITIONS EXIST, THEN PLANTING PITS SHALL BE EXCAVATED AN ADDITIONAL 12" AND FILLED WITH SAND.
 - ALL PLANT MATERIAL SHALL BEAR THE SAME RELATION TO FINISHED GRADE AS IT BORE TO EXISTING GRADE.
 - NEWLY INSTALLED PLANT MATERIAL SHALL BE WATERED AT THE TIME OF INSTALLATION. REGULAR WATERING SHALL BE PROVIDED TO ENSURE THE ESTABLISHMENT, GROWTH AND SURVIVAL OF ALL PLANTS.
 - ALL PLANT MATERIAL SHALL BE GUARANTEED FOR ONE YEAR AFTER THE DATE OF FINAL ACCEPTANCE BY THE UNDERSIGNED.
 - ALL PLANTING BEDS SHALL RECEIVE 4" OF SHREDDED HARDWOOD BARK.



SHRUB PLANTING DETAIL
N.T.S.



DECIDUOUS TREE PLANTING
N.T.S.



- PLANT SCHEDULE**
- | QUANTITY | KEY | BOTANICAL NAME | COMMON NAME | SIZE/COMMENT |
|----------|------|--------------------------------|---------------------|---------------------------|
| 17 | AR | ACER RUBRUM | OCTOBER GLORY MAPLE | 3"- 3 1/2" CAL. B&B, FULL |
| 2 | LI | LAGERSTROEMIA INDICA | CRAPPE MYRTLE | 8-10" B&B |
| 18 | BMWG | BUXUS MICROPHYLLA 'WINTER GEM' | WINTER GEM BOXWOOD | 2 GAL. |

- LANDSCAPE NOTE:**
- SEE STORMWATER MANAGEMENT DETAIL SHEET FOR PROPOSED GREEN ROOF PLANTING LEVEL DETAIL.

THE OWNER OR HIS/HER DESIGNATED REPRESENTATIVE SHALL NOTIFY THE UNDERSIGNED PROFESSIONAL IMMEDIATELY IF CONDITIONS ARE ENCOUNTERED ON SITE CONTRARY TO THOSE DEPICTED ON THIS PLAN. THE UNDERSIGNED PROFESSIONAL SHALL BE GRANTED ACCESS TO THE SITE AND PROVIDED ADEQUATE TIME TO REVIEW AND, IF NECESSARY, AMEND THE DESIGN BASED UPON THE OBSERVED SITE CONDITIONS.

CERTIFICATE OF AUTHORIZATION: 24GA28222800

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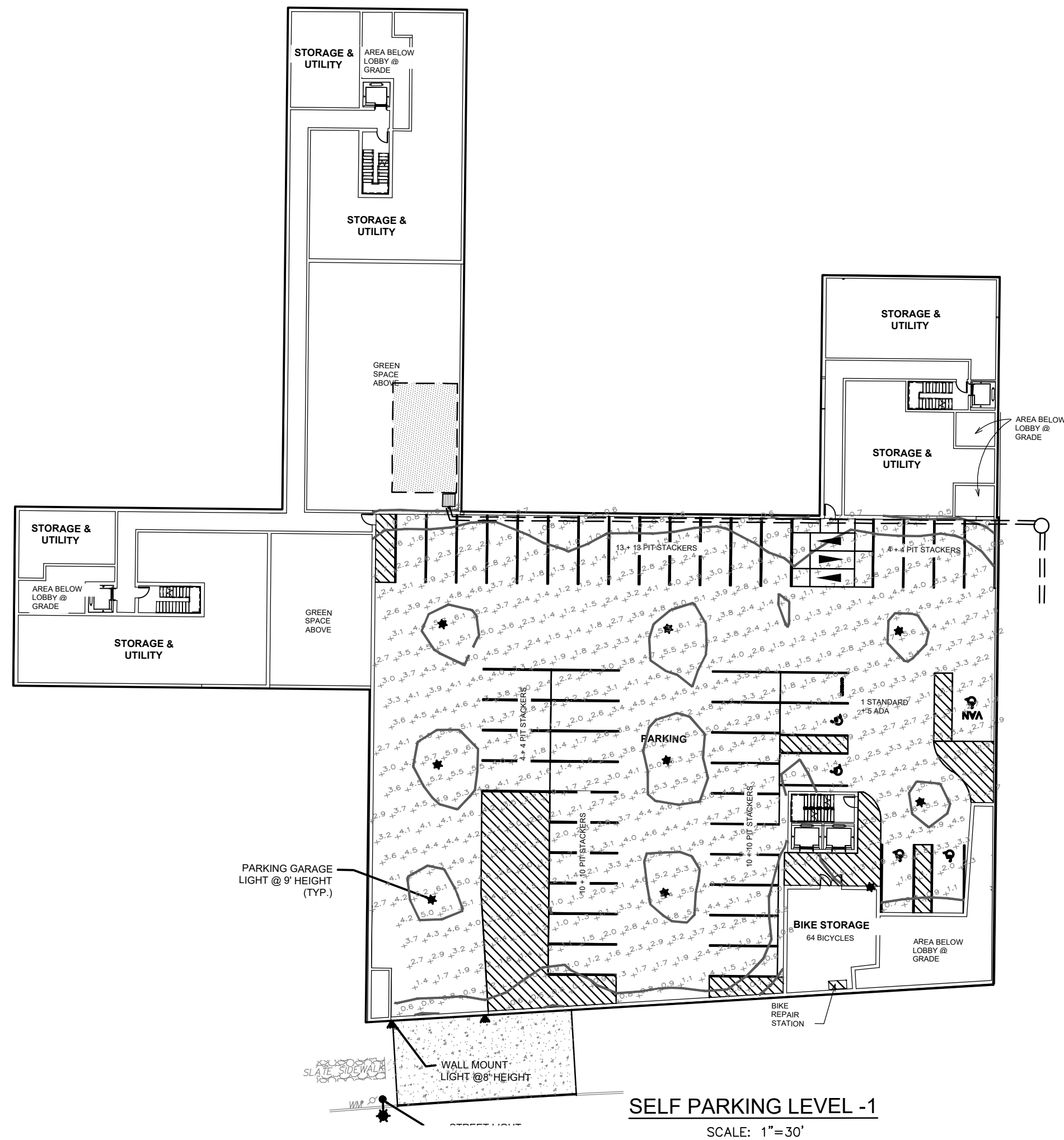
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MATHEW R. WILDER
NEW JERSEY PROFESSIONAL ENGINEER LICENSE No. 50652

**PRELIMINARY AND FINAL
MAJOR SITE PLAN
LANDSCAPE PLAN**

201 6TH AVENUE
LOTS 2, 6 & 7 BLOCK 4201
CITY OF ASBURY PARK
COUNTY OF MONMOUTH NEW JERSEY

Scale: 1"=20' Drawn By: DS Date: 1/3/23 JOB #: E21-00755 CAD File #: SITE PLAN Sheet #: 5 of 9



Schedule							
Quantity	Manufacturer	Catalog Number	Description	Lamp	Lumens Per Lamp	Wattage	Height
2	LITHONIA LIGHTING (WALL MOUNT)	OLCS 8 WH	OUTDOOR CAST SCIENCE WDRPS FROSTED LENS, WHITE	LED	Absolute	8.9	8 FT.
13	LITHONIA LIGHTING (PARKING GARAGE)	DSXPOT LED 40C 530 50K TSW MVOLT	DSXPOT PARKING GARAGE, FIXTURE WITH 4 LIGHT ENGINE, 530MA, 5000K, TYPE 5W OPTICS.	LED	Absolute	74.0	9 FT.
8	HOLOPHANE (STREET LIGHT)	DSXPOT LED 40C 530 50K TSW MVOLT	GLASVERKS LUMINESCENT LED HALBROCK EXTENDED, P70 PERFORMANCE PACKAGE, 3000K CCT, ASYMMETRIC DISTRIBUTION, WITH HOUSE SIDE SHIELD	LED	Absolute	151.0	18 FT.

INTRODUCTION — The GLS provides people of maintenance free general illustration for residents and visitors alike. The GLS is made of high quality, durable, long-lasting, colorfast, and waterproof materials. The GLS is made of high quality, durable, long-lasting, colorfast, and waterproof materials. The GLS is made of high quality, durable, long-lasting, colorfast, and waterproof materials.

CONSTRUCTION — The GLS is made of high quality, durable, long-lasting, colorfast, and waterproof materials. The GLS is made of high quality, durable, long-lasting, colorfast, and waterproof materials. The GLS is made of high quality, durable, long-lasting, colorfast, and waterproof materials.

INSTALLATION — The GLS is made of high quality, durable, long-lasting, colorfast, and waterproof materials. The GLS is made of high quality, durable, long-lasting, colorfast, and waterproof materials. The GLS is made of high quality, durable, long-lasting, colorfast, and waterproof materials.

MAINTENANCE — The GLS is made of high quality, durable, long-lasting, colorfast, and waterproof materials. The GLS is made of high quality, durable, long-lasting, colorfast, and waterproof materials. The GLS is made of high quality, durable, long-lasting, colorfast, and waterproof materials.

WARRANTY — The GLS is made of high quality, durable, long-lasting, colorfast, and waterproof materials. The GLS is made of high quality, durable, long-lasting, colorfast, and waterproof materials. The GLS is made of high quality, durable, long-lasting, colorfast, and waterproof materials.

ACTUAL PERFORMANCE — The GLS is made of high quality, durable, long-lasting, colorfast, and waterproof materials. The GLS is made of high quality, durable, long-lasting, colorfast, and waterproof materials. The GLS is made of high quality, durable, long-lasting, colorfast, and waterproof materials.

Notes: Specifications subject to change without notice.

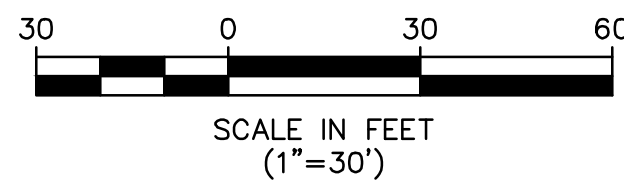


N.T.S.

LIGHTING TO BE AS SPECIFIED OR APPROVED EQUAL.



TYPICAL STREET LIGHT DETAIL
N.T.S.
LIGHTING TO BE AS SPECIFIED OR APPROVED EQUAL.



Ordering Information				EXAMPLE: DSGXP7 LED 60C 700 40K TSE MVOLT DWH-D				
DSGP LED								
Series	LEDs	Colors options	Color temperature	Distribution	Voltage	Mounting		
DSGP LED	40C 411 LEDs (five emper)	530 530 nm	30K 3000 K	TSE Type 1, empery	MVOLT ¹ 27V ¹	Shipped included (black) Indent a surface mount 10-inch high single LED ²		
HS	40C 411 LEDs (five emper)	530 530 nm	40K 4000 K	TSE Type 1, medium	240 ¹ 340 ¹			
		1000 1000 nm A	530K 5300 K	TSE Type 1, wide	240 ¹ 490 ¹			
			AMPC Andon phenolic cover ³	TSE Type 1, rectangular	240 ¹			
				ASY Asymmetric				
Options								
Options installed (Shipped) Dual mounting ⁴ PREPREFCY Medium ambient versus for 15° mounting heights and typical applications requiring daylight harvesting and 10° compliance ⁵ HS Mount a chip shield (body only) ⁶ PREPREFCY Mount a chip shield in emergency mode for 15° mounting heights ⁶ SF Single LED (230, 277, 347V) ⁷ PREPREFCY Mount a chip shield in emergency mode for 15° mounting heights ⁶ DF Double LED (230, 240, 277V) ⁷ SFO Separate surge protection ⁸ PH Medium ambient versus for 15° mounting heights ⁶ PH Medium ambient versus for 15° mounting heights ⁶ PREPREFCY Mount a chip shield in emergency mode for 15° mounting heights ⁶ and for typical applications requiring daylight harvesting and 10° compliance ⁵							Finish W-1 Aluminum DIMOD White White Natural aluminum COSED Black Dark bronze	
 One Lithonia Way • Conyers, Georgia 30012 • Phone: 800-279-2041 • www.lithonia.com © 2015 Lithonia Lighting, Inc. All rights reserved.								DSGP Rev. 06/15/15

N.T.S.

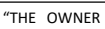
LIGHTING TO BE AS SPECIFIED OR APPROVED EQUAL.

PRELIMINARY AND FINAL MAJOR SITE PLAN LIGHTING PLAN

CITY OF ASBURY PARK

THE OWNER OR HIS/HER DESIGNATED REPRESENTATIVE SHALL NOTIFY THE UNDERSIGNED PROFESSIONAL IMMEDIATELY IF CONDITIONS ARE ENCOUNTERED ON SITE CONTRARY TO THOSE SPECIFIED ON THIS PLAN. THE UNDERSIGNED PROFESSIONAL SHALL BE GRANTED ACCESS TO THE SITE AND PROVIDED ADEQUATE TIME TO REVIEW AND, IF NECESSARY, AMEND THE DESIGN BASED UPON THE OBSERVED SITE CONDITIONS.

CERTIFICATE OF AUTHORIZATION: 24GA2822980

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MATHEW R. WILDER
NEW JERSEY PROFESSIONAL ENGINEER LICENSE No.

REQUIRED MAINTENANCE PLAN:

1. ENTITY RESPONSIBLE FOR OVERALL MAINTENANCE OF THE STORMWATER MANAGEMENT MEASURE:
PROPERTY OWNER

2. SCHEDULE OF MAINTENANCE INSPECTIONS AND MAINTENANCE TASKS:
EXTENDED DETENTION BASIN:

A. GENERAL MAINTENANCE:
ALL EXTENDED DETENTION BASIN COMPONENTS EXPECTED TO RECEIVE AND/OR TRAP DEBRIS AND SEDIMENT MUST BE INSPECTED FOR CLOGGING AND EXCESSIVE DEBRIS AND SEDIMENT ACCUMULATION AT LEAST FOUR TIMES ANNUALLY AS WELL AS AFTER EVERY STORM EXCEEDING 1 INCH OF RAINFALL. SUCH COMPONENTS MAY INCLUDE BOTTOMS, TRASH RACKS, LOW FLOW CHANNELS, OUTLET STRUCTURES, RIPRAP OR GABION APRONS, AND INLETS. SEDIMENT REMOVAL SHOULD TAKE PLACE WHEN THE BASIN IS THOROUGHLY DRY. DISPOSAL OF DEBRIS AND TRASH SHOULD BE DONE AT SUITABLE DISPOSAL/RECYCLING SITES AND IN COMPLIANCE WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL WASTE REGULATIONS.

B. VEGETATED AREAS:
MOWING AND/OR TRIMMING OF VEGETATION MUST BE PERFORMED ON A REGULAR SCHEDULE BASED ON SPECIFIC SITE CONDITIONS. GRASS SHOULD BE MOWED AT LEAST ONCE A MONTH DURING THE GROWING SEASON. VEGETATE AREAS MUST ALSO BE INSPECTED AT LEAST ANNUALLY FOR EROSION AND SCOUR. VEGETATED AREAS SHOULD ALSO BE INSPECTED AT LEAST ANNUALLY FOR UNWANTED GROWTH, WHICH SHOULD BE REMOVED WITH MINIMUM DISRUPTION TO THE BOTTOM SURFACE AND REMAINING VEGETATION. WHEN ESTABLISHING OR RESTORING VEGETATION, BIRDEYE INSPECTIONS OF VEGETATION HEALTH, DENSITY AND DIVERSITY SHOULD BE PERFORMED AT LEAST TWICE ANNUALLY DURING BOTH THE GROWING AND NON-GROWING SEASONS. THE VEGETATIVE COVER SHOULD BE MAINTAINED AT 85% IF VEGETATION HAS GREATER THAN 50% DAMAGE, THE AREA SHOULD BE REESTABLISHED IN ACCORDANCE WITH THE ORIGINAL SPECIFICATIONS AND THE INSPECTION REQUIREMENTS PRESENTED ABOVE. ALL USE OF FERTILIZERS, MECHANICAL TREATMENTS, PESTICIDES AND OTHER MEANS TO ASSURE OPTIMUM VEGETATION HEALTH SHALL NOT COMPROMISE THE INTENDED PURPOSE OF THE EXTENDED DETENTION BASIN. ALL VEGETATION DEFICIENCIES SHOULD BE ADDRESSED WITHOUT THE USE OF FERTILIZERS AND PESTICIDES WHENEVER POSSIBLE.

C. STRUCTURAL COMPONENTS:
ALL STRUCTURAL COMPONENTS MUST BE INSPECTED FOR CRACKING, SUBSIDENCE, SPALLING, EROSION, AND DETERIORATION AT LEAST ANNUALLY.

D. OTHER MAINTENANCE CRITERIA:
THE OPERATION AND MAINTENANCE PLAN MUST INDICATE THE APPROXIMATE TIME THAT THE SYSTEM WOULD NORMALLY TAKE TO COMPLETELY DRAIN THE STORMWATER QUALITY DESIGN STORM RUNOFF VOLUME, THIS NORMAL DRAIN TIME SHOULD THEN BE USED TO EVALUATE THE SYSTEM'S ACTUAL PERFORMANCE. IF SIGNIFICANT INCREASES OR DECREASES IN THE DRAIN TIME ARE OBSERVED, THE SYSTEM'S OUTLET STRUCTURE, UNDERDRAIN SYSTEM, AND BOTH GROUNDWATER AND TAILWATER LEVELS MUST BE EVALUATED AND APPROPRIATE MEASURES TAKEN TO COMPLY WITH THE MAXIMUM DRAIN TIME REQUIREMENTS AND MAINTAIN THE PROPER FUNCTIONING OF THE BASIN.

INFILTRATION BASIN:

A. GENERAL MAINTENANCE:
INFILTRATION BASIN COMPONENTS EXPECTED TO RECEIVE AND/OR TRAP DEBRIS AND SEDIMENT MUST BE INSPECTED FOR CLOGGING AND EXCESSIVE DEBRIS AND SEDIMENT ACCUMULATION AT LEAST FOUR TIMES ANNUALLY AS WELL AS AFTER EVERY STORM EXCEEDING 1 INCH OF RAINFALL. SUCH COMPONENTS MAY INCLUDE BOTTOMS, RIPRAP OR GABION APRONS, AND INFLOW POINTS. THIS APPLIES TO BOTH SURFACE AND SUBSURFACE INFILTRATION BASINS. SEDIMENT REMOVAL SHOULD TAKE PLACE WHEN THE BASIN IS THOROUGHLY DRY. DISPOSAL OF DEBRIS AND TRASH SHOULD BE DONE AT SUITABLE DISPOSAL/RECYCLING SITES AND IN COMPLIANCE WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL WASTE REGULATIONS. STUDIES HAVE SHOWN THAT READILY VISIBLE STORMWATER MANAGEMENT FACILITIES LIKE INFILTRATION BASINS RECEIVE MORE FREQUENT AND THOROUGH MAINTENANCE THAN LESS VISIBLE, MORE REMOTE LOCATIONS. READILY VISIBLE FACILITIES CAN ALSO BE INSPECTED FASTER AND MORE EASILY BY MAINTENANCE AND MOSQUITO CONTROL PERSONNEL.

B. VEGETATED AREAS:
MOWING AND/OR TRIMMING OF VEGETATION MUST BE PERFORMED ON A REGULAR SCHEDULE BASED ON SPECIFIC SITE CONDITIONS. GRASS SHOULD BE MOWED AT LEAST ONCE A MONTH DURING THE GROWING SEASON. VEGETATED AREAS MUST ALSO BE INSPECTED AT LEAST ANNUALLY FOR EROSION AND SCOUR. THE STRUCTURE MUST BE INSPECTED FOR UNWANTED TREE GROWTH AT LEAST ONCE A YEAR. WHEN ESTABLISHING OR RESTORING VEGETATION, BIRDEYE INSPECTIONS OF VEGETATION HEALTH SHOULD BE PERFORMED DURING THE FIRST GROWING SEASON OR UNTIL THE VEGETATION IS ESTABLISHED. ONCE ESTABLISHED, INSPECTIONS OF VEGETATION HEALTH, DENSITY AND DIVERSITY SHOULD BE PERFORMED AT LEAST TWICE ANNUALLY DURING BOTH THE GROWING AND NON-GROWING SEASONS. IF VEGETATION HAS GREATER THAN 50% DAMAGE, THE AREA SHOULD BE REESTABLISHED IN ACCORDANCE WITH THE ORIGINAL SPECIFICATIONS AND THE INSPECTION REQUIREMENTS PRESENTED ABOVE. ALL USE OF FERTILIZERS, MECHANICAL TREATMENTS, PESTICIDES AND OTHER MEANS TO ASSURE OPTIMUM VEGETATION HEALTH MUST NOT COMPROMISE THE INTENDED PURPOSE OF THE BIORETENTION SYSTEM. ALL VEGETATION DEFICIENCIES SHOULD BE ADDRESSED WITHOUT THE USE OF FERTILIZERS AND PESTICIDES WHENEVER POSSIBLE. ALL VEGETATED AREAS SHOULD BE INSPECTED AT LEAST ANNUALLY FOR UNWANTED GROWTH, WHICH SHOULD BE REMOVED WITH MINIMUM DISRUPTION TO THE REMAINING VEGETATION AND BASIN SUBSOIL.

C. STRUCTURAL COMPONENTS:
ALL STRUCTURAL COMPONENTS MUST BE INSPECTED FOR CRACKING, SUBSIDENCE, SPALLING, EROSION AND DETERIORATION AT LEAST ANNUALLY.

D. OTHER MAINTENANCE CRITERIA:
THE OPERATION AND MAINTENANCE PLAN MUST INDICATE THE APPROXIMATE TIME THAT THE BASIN WOULD NORMALLY TAKE TO DRAIN THE STORMWATER QUALITY DESIGN STORM RUNOFF VOLUME BELOW THE GROUND SURFACE. THIS NORMAL DRAIN OR DRAINDOWN TIME SHOULD THEN BE USED TO EVALUATE THE BASIN'S ACTUAL PERFORMANCE. IF SIGNIFICANT INCREASES OR DECREASES IN THE DRAIN TIME ARE OBSERVED, THE BASIN'S BOTTOM SURFACE, SUBSOIL AND BOTH GROUNDWATER AND TAILWATER LEVELS MUST BE EVALUATED AND APPROPRIATE MEASURES TAKEN TO COMPLY WITH THE MAXIMUMS AND MAINTAIN THE PROPER FUNCTIONING OF THE BASIN. THIS APPLIES TO SURFACE AND SUBSURFACE INFILTRATION BASINS. THE BOTTOM SAND LAYER IN A SURFACE INFILTRATION BASIN SHOULD BE INSPECTED AT LEAST MONTHLY AS WELL AS AFTER EVERY STORM EXCEEDING ONE INCH OF RAINFALL. THE PERMEABILITY RATE OF THE SOIL BELOW THE BASIN MAY ALSO BE RETESTED PERIODICALLY. IF THE WATER FALLS TO 72 HOURS AFTER THE END OF THE STORM, CORRECTIVE MEASURES MUST BE TAKEN. ANNUAL TILLING NY LIGHT EQUIPMENT CAN ASSIST IN MAINTAINING INFILTRATION CAPACITY AND BREAK UP CLOGGED SURFACES.

3. PROBLEMS FOUND DURING MAINTENANCE INSPECTIONS SHALL BE CORRECTED. THESE INCLUDE THE RESTORATION OF ERODED AREAS, REPAIR OR REPLACEMENT OF STORMWATER MANAGEMENT MEASURE COMPONENTS, RESTORATION OF VEGETATION, AND REPAIR OR REPLACEMENT OF NON-VEGETATED LININGS.

4. THE EQUIPMENT NECESSARY TO PERFORM THE MAINTENANCE TASKS ARE AS FOLLOWS:

- | | |
|--------------------------|--------------------------------------|
| A. LAWN MOWING EQUIPMENT | G. WHEEL BARROWS |
| B. GAS POWERED TRIMMERS | H. GAS POWERED HEDGE TRIMMERS |
| C. GAS POWERED BLOWERS | I. CHAIN SAW |
| D. RAKES | J. FERTILIZER /PESTICIDE APPLICATION |
| E. SHOVELS | K. WASTER RECEPTACLES |
| F. PICKS | L. MAINTENANCE VEHICLES |

MAINTENANCE PLAN CONSIDERATIONS

ACCESS:

ALL STORMWATER MANAGEMENT MEASURES COMPONENTS MUST BE READILY ACCESSIBLE FOR INSPECTION AND MAINTENANCE. THEREFORE, ACCESS MUST BE PROVIDED TO THE ENTIRE STORMWATER MEASURE VIA ROADWAYS AND PATHS. TREES, SHRUBS, AND UNDERBUSH MUST BE PRUNED OR TRIMMED AS NECESSARY TO MAINTAIN THIS ACCESS. THIS INCLUDES PATHWAYS THROUGH THE VEGETATION ALONG PERMANENT POOL PERIMETERS, INCLUDING AQUATIC BENCHES, TO ALLOW FOR THE INSPECTION AND CONTROL OF MOSQUITO BREEDING.

INSPECTION AND MAINTENANCE EASEMENTS CONNECTED TO THE STREET OR RIGHT-OF-WAY SHOULD BE PROVIDED AROUND THE ENTIRE FACILITY. THE EXACT LIMITS OF THE EASEMENTS AND RIGHTS-OF-WAY SHOULD BE SPECIFIED ON THE PROJECT PLANS AND INCLUDED IN THE MAINTENANCE PLAN. ACCESS ROADS AND GATES SHOULD BE WIDE ENOUGH TO ALLOW PASSAGE OF NECESSARY MAINTENANCE VEHICLES AND EQUIPMENT, INCLUDING TRUCKS, BACKHOES, GRASS MOWERS, AND MOSQUITO CONTROL EQUIPMENT. IN GENERAL, A MINIMUM ACCESS ROADWAY WIDTH OF 12 FEET INSIDE A MINIMUM RIGHT-OF-WAY WIDTH OF 15 FEET IS RECOMMENDED. TO FACILITATE ENTRY, A CURB SHOULD BE PROVIDED WHERE AN ACCESS ROAD MEETS A CURBED ROADWAY.

TO ALLOW SAFE MOVEMENT OF MAINTENANCE VEHICLES, ACCESS RAMPS SHOULD BE PROVIDED TO THE SHORELINE OR BOTTOM OF ALL FACILITIES WITH SIDE SLOPES GREATER THAN 3 FEET IN HEIGHT. ACCESS RAMPS SHOULD NOT EXCEED 10 PERCENT IN GRADE AND SHOULD BE SUITABLY STABILIZED TO PREVENT DAMAGE BY VEHICLES AND EQUIPMENT. TURNAROUNDS SHOULD BE PROVIDED WHERE BACKING UP IS DIFFICULT OR DANGEROUS. TO EXPEDITE OVERALL MAINTENANCE, VEHICLE AND EQUIPMENT STAGING AREAS SHOULD BE PROVIDED AT OR NEAR EACH FACILITY SITE.

TRAINING OF MAINTENANCE PERSONNEL:

DEPENDING ON THE SIZE, CHARACTER, COMPONENTS, AND LOCATION OF A STORMWATER MANAGEMENT MEASURE, MAINTENANCE PERSONNEL MAY REQUIRE SPECIALIZED TRAINING TO ENSURE THAT THE MEASURE IS MAINTAINED IN A MANNER CONSISTENT WITH ITS FUNCTION. SUCH TRAINING MAY ADDRESS SPECIALIZED INSPECTION OR MAINTENANCE TASKS AND/OR THE OPERATION OF SPECIALIZED MAINTENANCE EQUIPMENT.

DISPOSAL:

COLLECTION AND DISPOSAL OF SEDIMENT, DEBRIS, AND TRASH FROM STORMWATER MANAGEMENT MEASURES MUST COMPLY WITH LOCAL, STATE, AND FEDERAL WASTE HANDLING AND DISPOSAL REGULATIONS. ALL COLLECTED MATERIAL MUST BE SENT TO APPROPRIATE DISPOSAL/RECYCLING FACILITIES.

AESTHETICS:

THE SAFETY, NEEDS AND AESTHETIC PREFERENCES OF THE ADJACENT COMMUNITY CAN HELP DETERMINE THE TYPE, AMOUNT, AND FREQUENCY OF NECESSARY MAINTENANCE.

EMERGENCY MAINTENANCE:

EMERGENCY MAINTENANCE AND REPAIRS MUST BE PERFORMED IN A TIMELY MANNER.

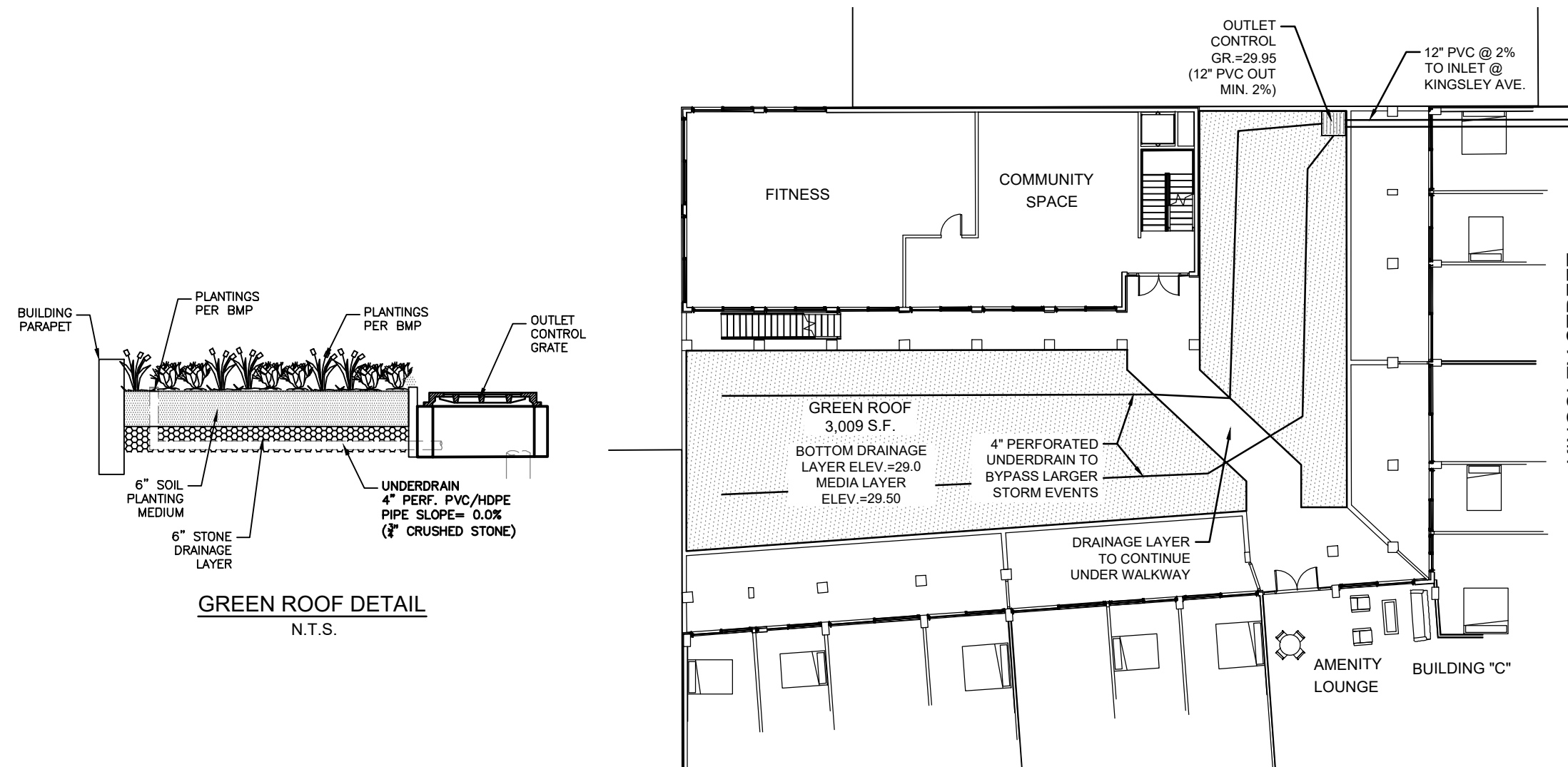
SAFETY:

DEVELOPMENT OF A STORMWATER MANAGEMENT MEASURE DESIGN AND THE OPERATION AND MAINTENANCE TASKS NECESSARY TO KEEP IT FUNCTIONING RELIABLY MUST INCLUDE CONSIDERATIONS FOR THE SAFETY OF INSPECTION AND MAINTENANCE PERSONNEL WHO WILL BE WORKING IN OR NEAR THE MEASURE.

MAINTENANCE NOTES

REQUIRED MAINTENANCE PLAN PROCEDURES:

- COPIES OF THE MAINTENANCE PLAN MUST BE PROVIDED TO THE OWNER AND OPERATOR OF THE STORMWATER MANAGEMENT MEASURE AND TO ALL REVIEWING AGENCIES. A COPY SHOULD ALSO BE PROVIDED TO THE LOCAL MOSQUITO CONTROL OR EXTERMINATION COMMISSION UPON REQUEST.
- THE TITLE AND DATE OF THE MAINTENANCE PLAN AND THE NAME AND/OR TITLE AND ADDRESS OF THE PERSON WITH OVERALL MAINTENANCE RESPONSIBILITY MUST BE RECORDED ON THE DEED OF THE PROPERTY ON WHICH THE STORMWATER MANAGEMENT MEASURE IS LOCATED. ANY CHANGE IN THE NAME OR TITLE MUST ALSO BE RECORDED ON THE DEED, PARTICULARLY IF THERE IS A CHANGE OF PROPERTY OWNERSHIP.
- THE MAINTENANCE PLAN MUST BE EVALUATED FOR EFFECTIVENESS AT LEAST ANNUALLY AND MUST BE REVISE AS NEEDED.
- A DETAILED, WRITTEN LOG OF ALL PREVENTATIVE AND CORRECTIVE MAINTENANCE PERFORMED AT THE STORMWATER MANAGEMENT MEASURE MUST BE KEPT, INCLUDING A RECORD OF ALL INSPECTIONS AND COPIES OF MAINTENANCE WORK ORDERS.
- THE PERSON WITH OVERALL MAINTENANCE RESPONSIBILITY MUST MAKE THE MAINTENANCE PLAN, LOGS, AND OTHER RECORDS AVAILABLE FOR REVIEW UPON REQUEST FROM A PUBLIC ENTITY WITH JURISDICTION OVER ACTIVITIES AT THE SITE.
- ONLY LIGHTWEIGHT CONSTRUCTION EQUIPMENT CAN BE USED WITHIN THE BASIN AREA.



GREEN ROOF PLANTING DETAIL

SCALE: 1"=20'

GREEN ROOF LANDSCAPE SCHEDULE:

QUANTITY	KEY	QUANTITY	BOTANICAL NAME	COMMON NAME	SIZE/COMMENT
IV	8	ILEX VERTICILLATA	COMMON WINTERBERRY	3"-4" B & B	
PV	5	PANICUM VIRGATUM	SWITCHGRASS	12"-18" CONT.	
VC	5	VACCINIUM CORYMBOSUM	HIGHBUSH BLUEBERRY	21"-24" CONT.	
CA	5	CLETHRA ALNIFOLIA	SUMMERSWEET CLETHRA	21"-24" CONT.	
LS	20	LILIU SUPERBUM	AMERICAN TIGERLILY	12"-18" CONT.	

BIO-RETENTION & INFILTRATION DETAIL

SCALE: N.T.S.

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NJ DEP 2-hr WQSE Rainfall=1.25"
Printed 3/21/2023

Pond B-A: Basin #A - Chamber Wizard Field A

Chamber Model = ADS N-12 36" (ADS N-12@Pipe)

Inside= 36.1"W x 36.1"H => 7.10 sf x 20.00'L = 142.0 cf

Outside= 42.0"W x 42.0"H => 8.86 sf x 20.00'L = 177.2 cf

42.0' Wide + 26.0' Spacing = 68.0' C-C Row Spacing

1 Chambers/Row x 20.00' Long +3.50' Header x 2 = 27.00' Row Length +22.0' End Stone x 2 = 30.67' Base Length

3 Rows x 42.0' Wide + 26.0' Spacing x 2 + 22.0' Side Stone x 2 = 18.50' Base Width

6.0' Stone Base + 42.0' Chamber Height + 6.0' Stone Cover = 4.50' Field Height

3 Chambers x 142.0 cf + 14.83' Header x 7.10 sf x 2 = 636.6 cf of Chamber Storage

3 Chambers x 177.2 cf + 14.83' Header x 8.86 sf x 2 = 794.5 cf of Displacement

2,553.0 cf of Field - 794.5 cf of Chambers = 1,758.5 cf of Stone x 40.0% Voids = 703.4 cf of Stone Storage

Chamber Storage + Stone Storage = 1,340.0 cf = 0.031 af

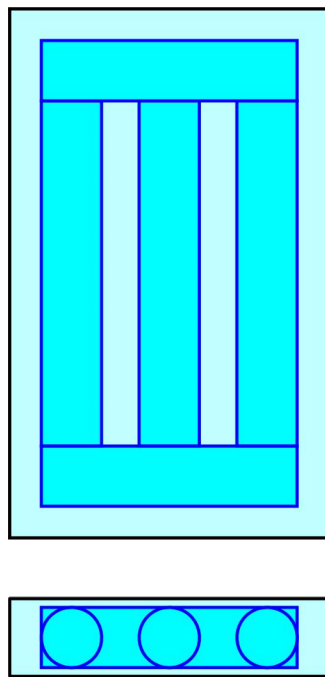
Overall Storage Efficiency = 52.5%

Overall System Size = 30.67' x 18.50' x 4.50'

3 Chambers

94.6 cy Field

65.1 cy Stone



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NJ DEP 2-hr WQSE Rainfall=1.25"
Printed 3/21/2023

Pond B-B: Basin #B - Chamber Wizard Field A

Chamber Model = ADS N-12 36" (ADS N-12@Pipe)

Inside= 36.1"W x 36.1"H => 7.10 sf x 20.00'L = 142.0 cf

Outside= 42.0"W x 42.0"H => 8.86 sf x 20.00'L = 177.2 cf

42.0' Wide + 21.0' Spacing = 63.0' C-C Row Spacing

1 Chambers/Row x 20.00' Long +3.50' Header x 2 = 27.00' Row Length +18.0' End Stone x 2 = 30.00' Base Length

2 Rows x 42.0' Wide + 21.0' Spacing x 1 + 18.0' Side Stone x 2 = 11.75' Base Width

6.0' Stone Base + 42.0' Chamber Height + 6.0' Stone Cover = 4.50' Field Height

2 Chambers x 142.0 cf + 8.75' Header x 7.10 sf x 2 = 408.2 cf of Chamber Storage

2 Chambers x 177.2 cf + 8.75' Header x 8.86 sf x 2 = 509.5 cf of Displacement

1,586.2 cf of Field - 509.5 cf of Chambers = 1,076.7 cf of Stone x 40.0% Voids = 430.7 cf of Stone Storage

Chamber Storage + Stone Storage = 838.9 cf = 0.019 af

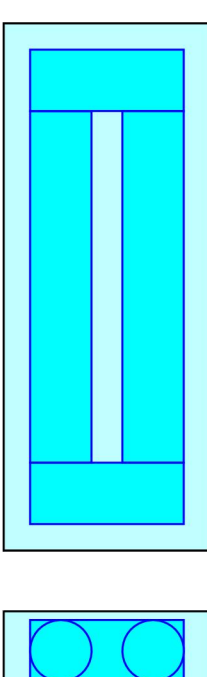
Overall Storage Efficiency = 52.9%

Overall System Size = 30.00' x 11.75' x 4.50'

2 Chambers

58.7 cy Field

39.9 cy Stone



GREEN ROOF NOTES:

GROWING MEDIUM
THE GROWING MEDIUM AFFECTS THE ABILITY OF THE INSTALLATION TO SUPPORT VEGETATION, RETAIN STORMWATER RUNOFF, AND PROVIDE HEAT AND NOISE INSULATION FOR THE BUILDING. THEREFORE, THE COMPOSITION OF THE MEDIUM IS A CRUCIAL DESIGN PARAMETER. IN GENERAL, GROWING MEDIA FOR GREEN ROOFS ARE DIFFERENT FROM AT-GRADE GARDENS IN THAT THEY ARE LIGHT-WEIGHT, ENGINEERED MIXES. GREEN ROOF GROWING MEDIA CAN VARY WIDELY IN THEIR COMPOSITION; HOWEVER, THEY MUST ALSO BE LIGHT-WEIGHT AND RETAIN SUFFICIENT WATER TO SUSTAIN VEGETATION. THESE MIXES ARE GENERALLY COMPOSED OF APPROXIMATELY 80- 90% BY WEIGHT, LIGHTWEIGHT AGGREGATE, SUCH AS, BUT NOT LIMITED TO EXPANDED SHALE, EXPANDED CLAY, EXPANDED SLATE, PUMICE, ZEOLITE, PERLITE OR VERMICULITE. THE REMAINING 10- 20% IS COMPOSED OF STABLE ORGANIC MATTER. ROOCHARK MAY ALSO BE USED AS AN ADDITIVE TO INCREASE THE ABSORPTION OF WATER, LIGHTEN THE WEIGHT OF THE GROWING MEDIUM, AID IN THE REDUCTION OF TURBIDITY, SUSPENDED SOLIDS AND CARBON AND EVEN ASSIST IN DECREASING POLLUTANT DISCHARGE FROM GREEN ROOFS. THE GROWING MEDIUM NEEDS SUFFICIENT WATER STORAGE CAPACITY TO SUPPORT VEGETATION. THE GROWING MEDIUM ALSO NEEDS SUFFICIENT PERMEABILITY TO PREVENT PONDING OR LOGGING. TO MEET THESE REQUIREMENTS, THE REQUIRED PHYSICAL CHARACTERISTICS OF THE GROWING MEDIUM ARE AS FOLLOWS:

- TYPICAL GROWING MEDIUM:**
- 30% 4-10 MM PUMICE
 - 30% 3-5 MM ZEOLITE
 - 20% COMPOSTED PINE BARK FINES

• THE TESTED PERMEABILITY OF THE GROWING MEDIUM MUST BE AT LEAST 1 INCH PER HOUR, AS DETERMINED BY THE METHOD ESTABLISHED IN ASTM E2599 OR IN THE FORSCHUNGS- UND ENTWICKLUNGSLABOR (LANDSCHAFTSENTWICKLUNG) (LANDSCAPE DEVELOPMENT), HEREINAFTER REFERRED TO AS THE RIL.

- THE PH MUST BE BETWEEN 6 AND 8.5.
- NO MORE THAN 10% BY MASS OF PARTICLES OF THE GROWING MEDIUM SHALL HAVE A GRAIN DIAMETER LESS THAN 0.08 MM TO PREVENT FINE PARTICLES CLOGGING THE FILTER FABRIC.
- NO GRAIN DIAMETER SHALL BE GREATER THAN 12 MM TO PREVENT PIPING OF THE RUNOFF THROUGH THE GROWING MEDIUM.
- ADDITIONAL PHYSICAL CHARACTERISTICS SPECIFIC TO ONE OF THE DIFFERENT TYPES OF GREEN ROOFS ARE FOUND ON PAGES 5 THROUGH 11.

FILTER FABRIC

- FILTER FABRIC IS REQUIRED AND MUST BE INSTALLED DIRECTLY BENEATH THE PLANTING MEDIA TO PREVENT THE MIGRATION OF FINE PARTICLES.
- ANY FILTER FABRIC USED MUST HAVE SUFFICIENT DENSITY TO PHYSICALLY SUPPORT THE WEIGHT OF THE GROWING MEDIUM. FOR INSTALLATIONS REQUIRING A DEEPER GROWING MEDIUM DEPTH ON STEEPLY GRADED ROOFS, THE FILTER FABRIC DENSITY MUST BE INCREASED TO PROVIDE INCREASED TENSILE STRENGTH.
- ANY FILTER FABRIC SELECTED MUST PERMIT ROOT PENETRATION.

DRAINAGE LAYER

- THE DRAINAGE LAYER SHALL EITHER BE MADE OF A NON-CARBONATE, COARSE GRANULAR MATERIAL OR A SYNTHETIC LAYER.
- THE DRAINAGE LAYER MUST BE RESISTANT TO FREEZE-THAW CYCLES.
- THE HYDRAULIC CONDUCTIVITY OF THE DRAINAGE LAYER MUST EXCEED THAT OF THE GROWING MEDIUM.

ROOT BARRIER

- A ROOT BARRIER MUST BE INCLUDED IN THE DESIGN TO ENSURE THAT THE GROWTH OF ROOTS DOES NOT DAMAGE THE ROOF.
- THE ROOT BARRIER MUST NOT INTERFERE WITH THE ROOFS' ACCESS TO WATER.
- THE ROOT BARRIER MUST BE DURABLE AND NOT CONTAIN CHEMICALS THAT WILL CONTAMINATE RUNOFF. HERBICIDES MUST NOT BE USED.

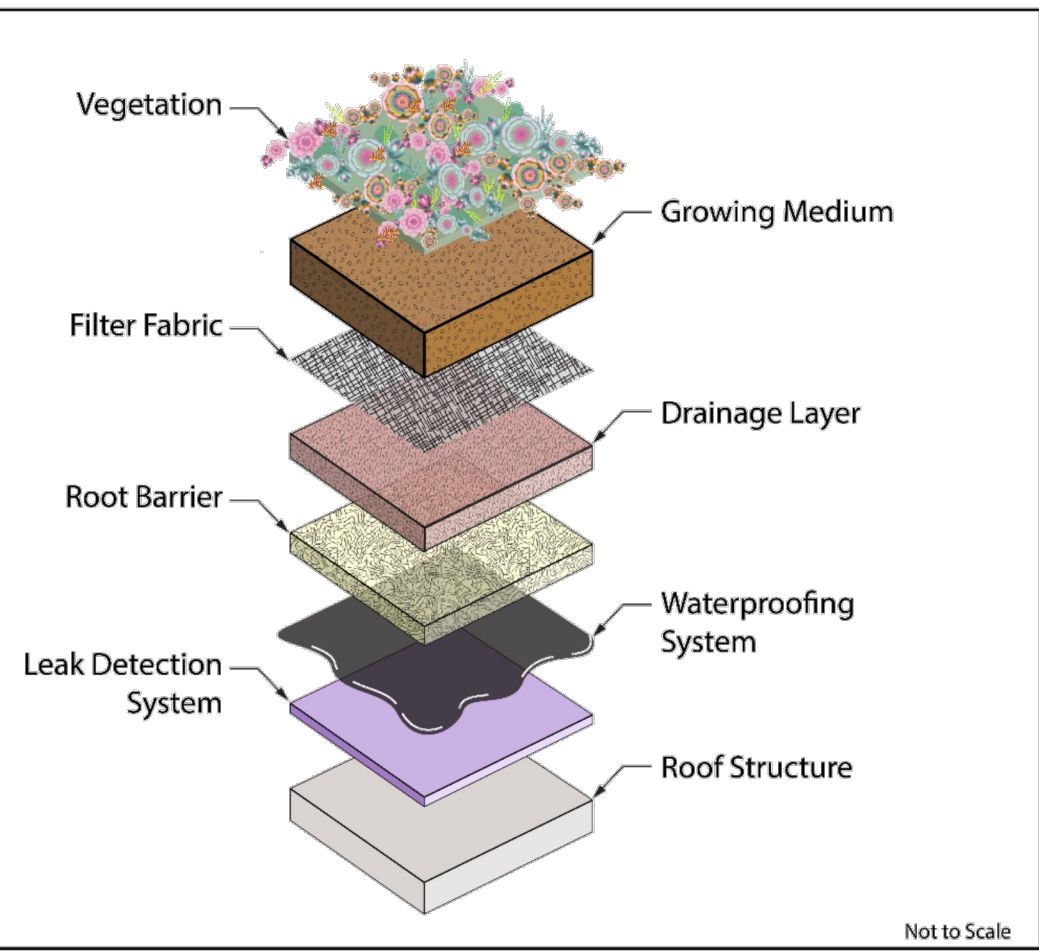
WATERPROOFING SYSTEM

- A WATERPROOFING SYSTEM MUST BE INCLUDED IN THE DESIGN TO ENSURE THAT WATER DOES NOT DAMAGE THE ROOF OR LEAK INTO THE BUILDING. AN IMPERMEABLE ROOT BARRIER OR OTHER MEMBRANE MAY ACT AS THE WATERPROOFING SYSTEM.

NEW JERSEY STORMWATER BEST MANAGEMENT PRACTICES MANUAL MARCH 2021 GREEN INFRASTRUCTURE BMPs, CHAPTER 9.4: GREEN ROOFS

Green Roof Layer Requirements

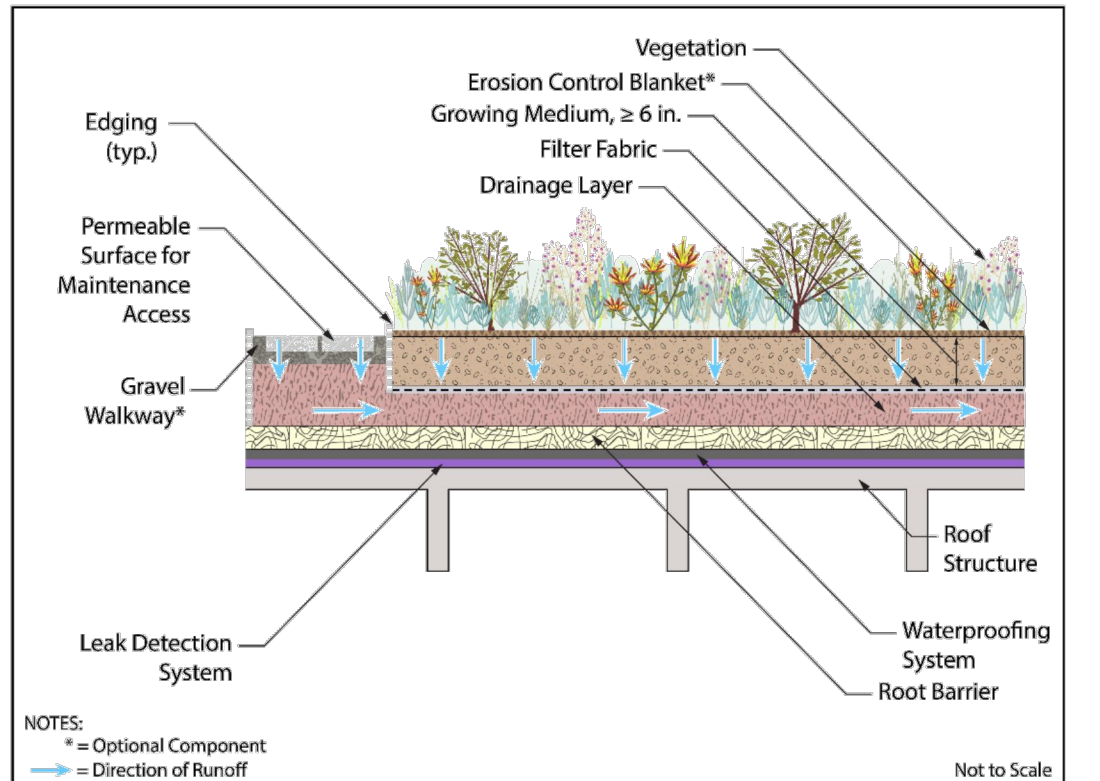
The following illustration depicts the various component layers typically incorporated into a green roof. Each layer is discussed in the text below and continues further through Page 8.



Intensive Green Roofs

Unlike extensive green roofs, intensive green roofs are designed with a growing medium layer six (6) inches or greater in depth, which allows this type of green roof to support a wide variety of vegetation, including shrubs and trees. Due to the increased overall depth, intensive green roofs provide significant benefits for stormwater management, habitat creation and heat and noise insulation; however, this additional depth also adds significant weight to this type of roof. Therefore, intensive green roofs may not be suitable for retrofit projects. Additionally, intensive green roofs may also require more irrigation than extensive green roofs to maintain vegetation; therefore, prior to selection of this type of green roof, the structural integrity of the building and access to water must be analyzed. The illustration below depicts a cross-sectional view of an intensive green roof.

Intensive Green Roof – Cross-Section View:



TYPICAL GREEN ROOF DETAIL

N.T.S.

REV	DATE	DESCRIPTION	BY
3	5/25/23	REV PER NJDEP COMMENTS	MW
2	3/15/23	REV PER FOOTPRINT	DS
1	2/9/23	CHANGED BOUNDARY LINE THICKNESS FOR LOTS 6 & 7	DAP

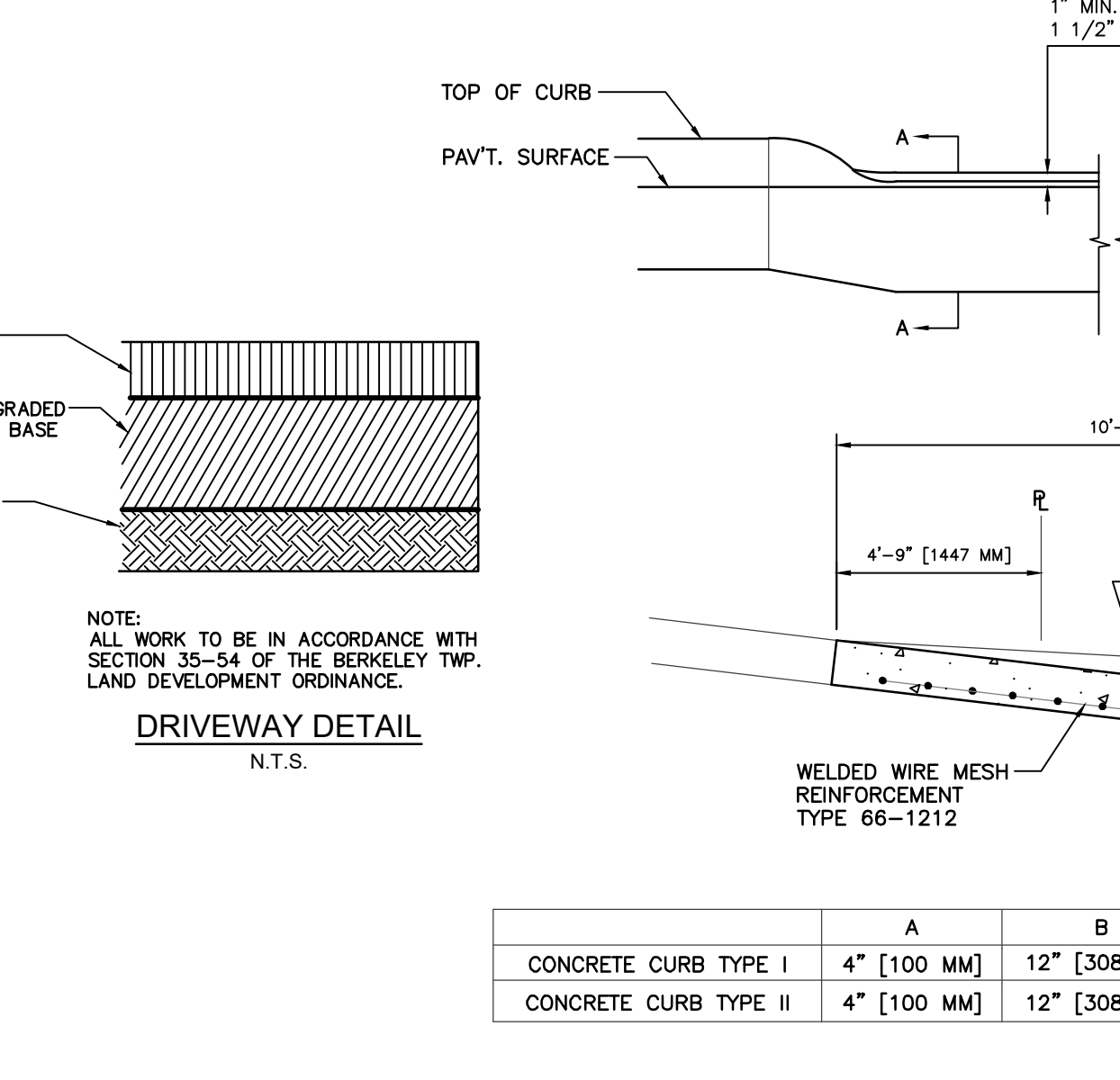
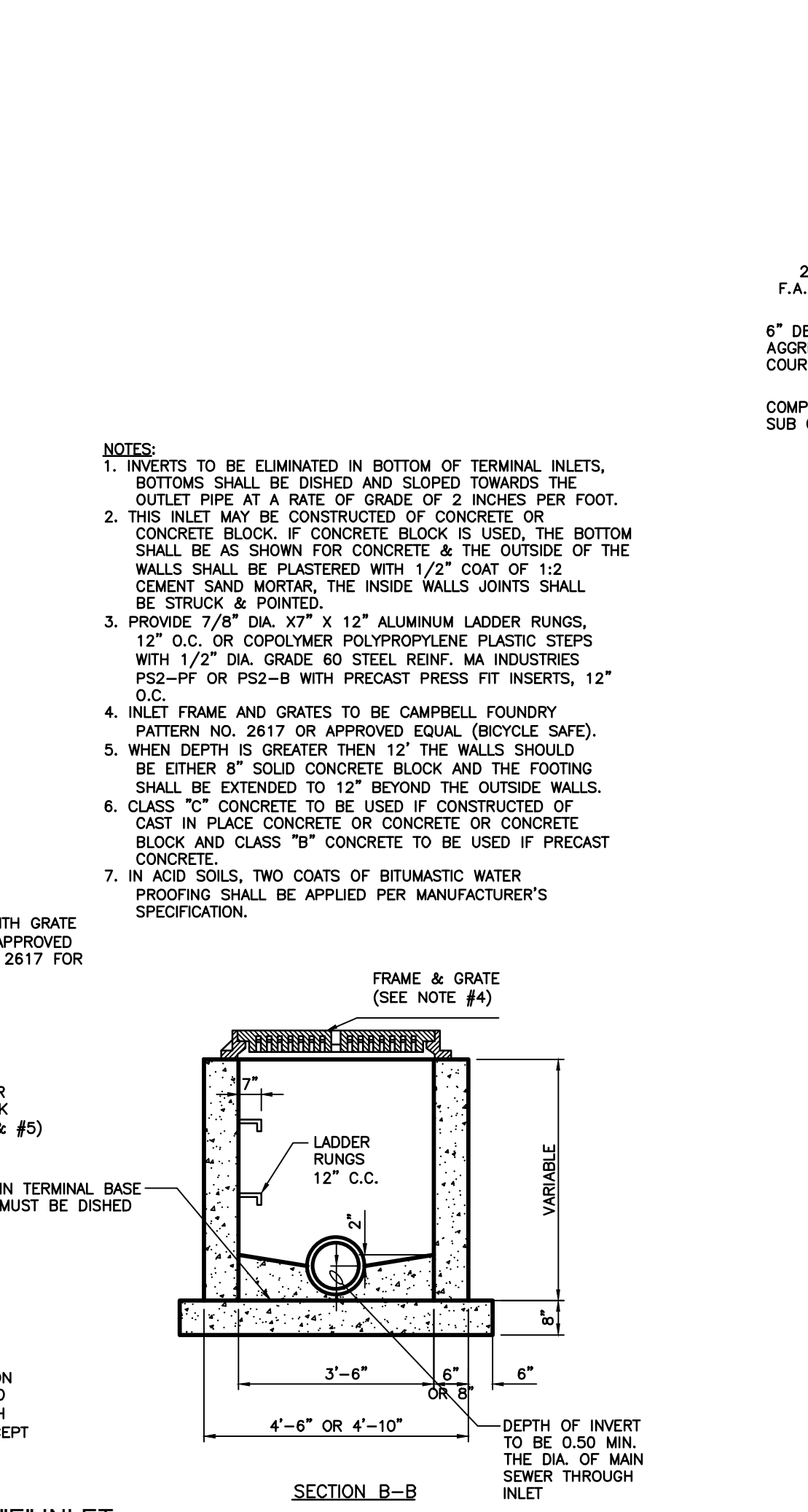
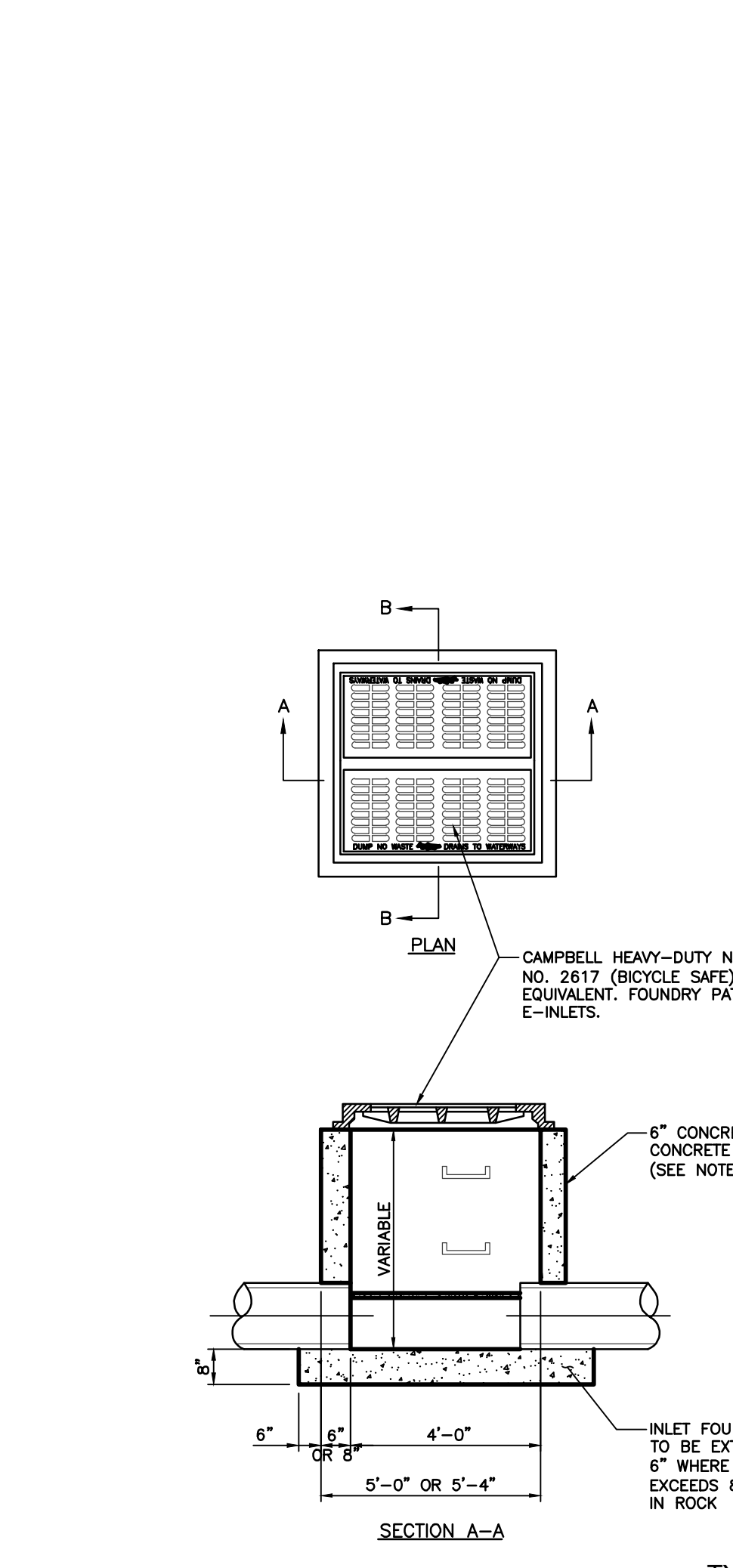
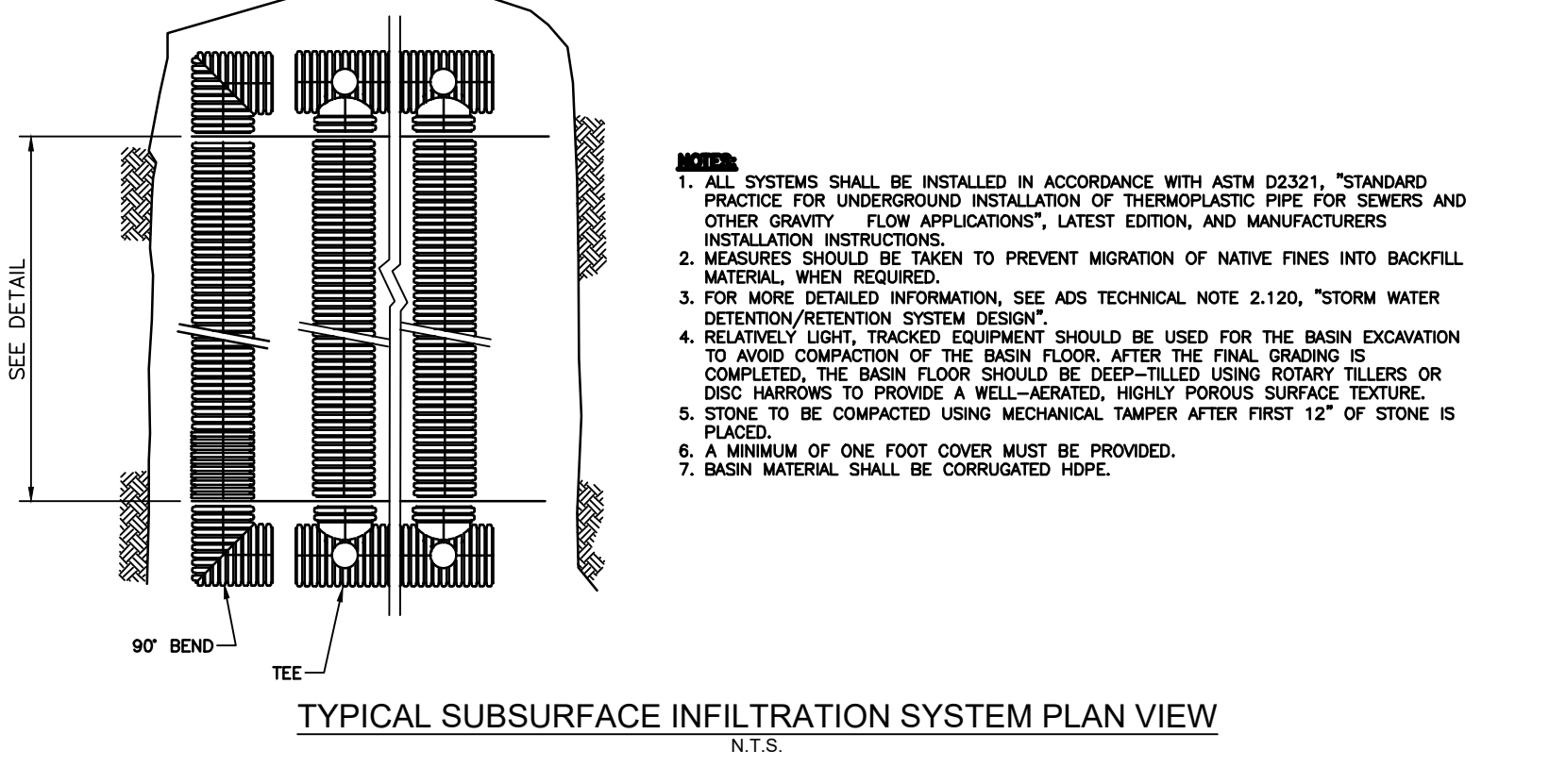
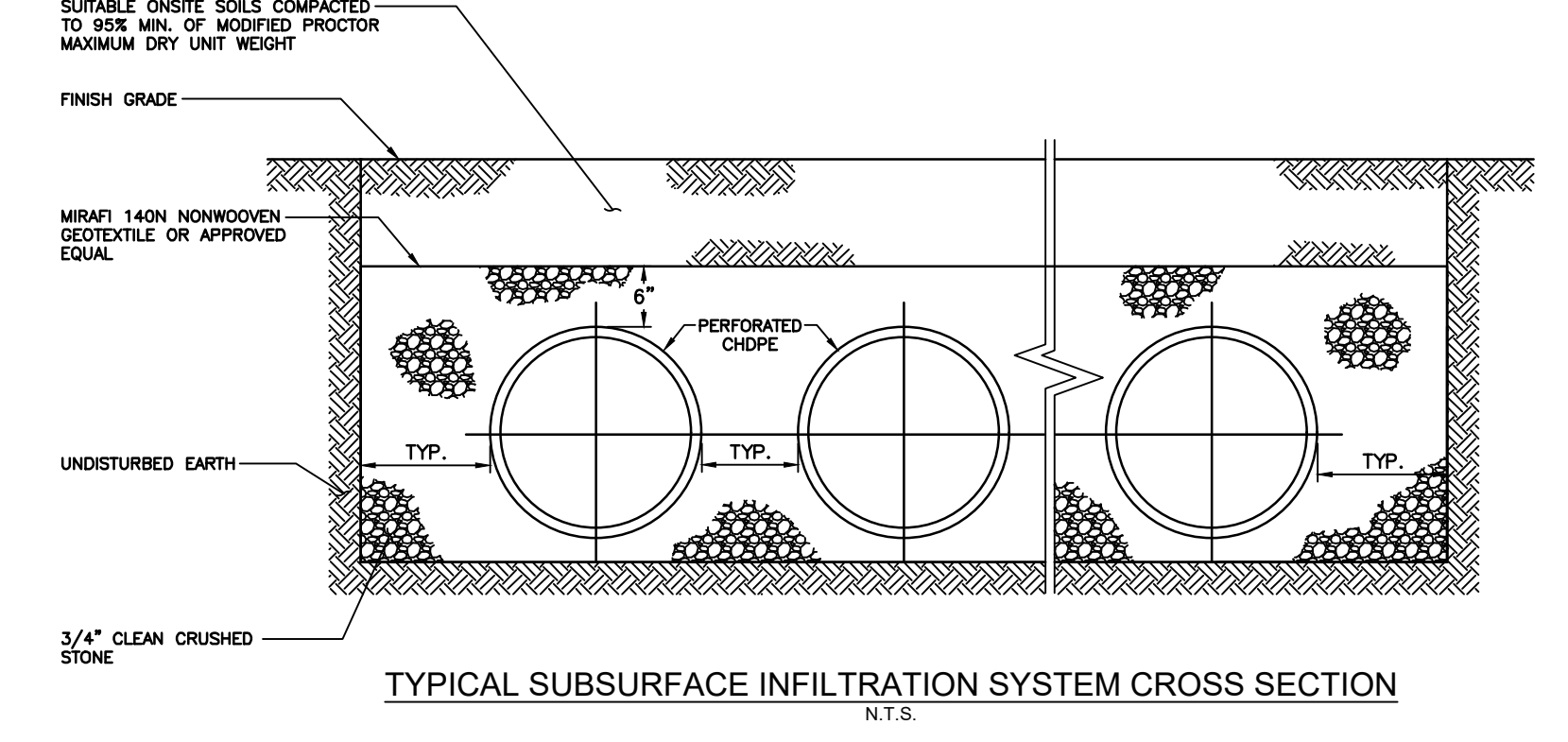
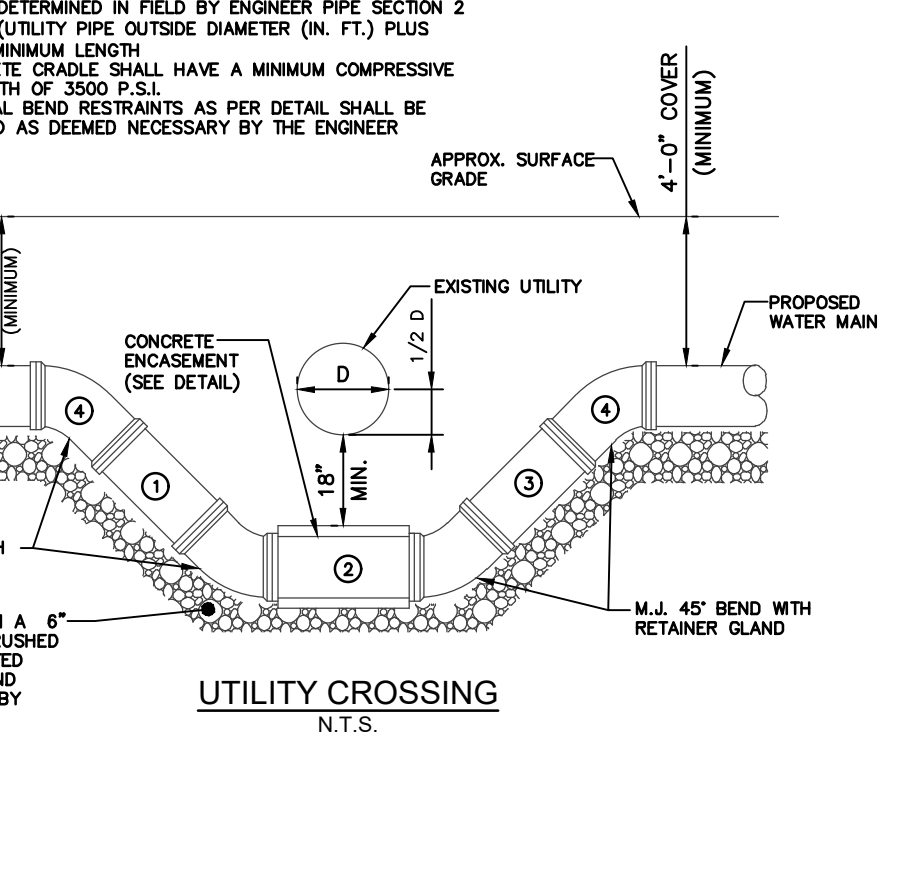
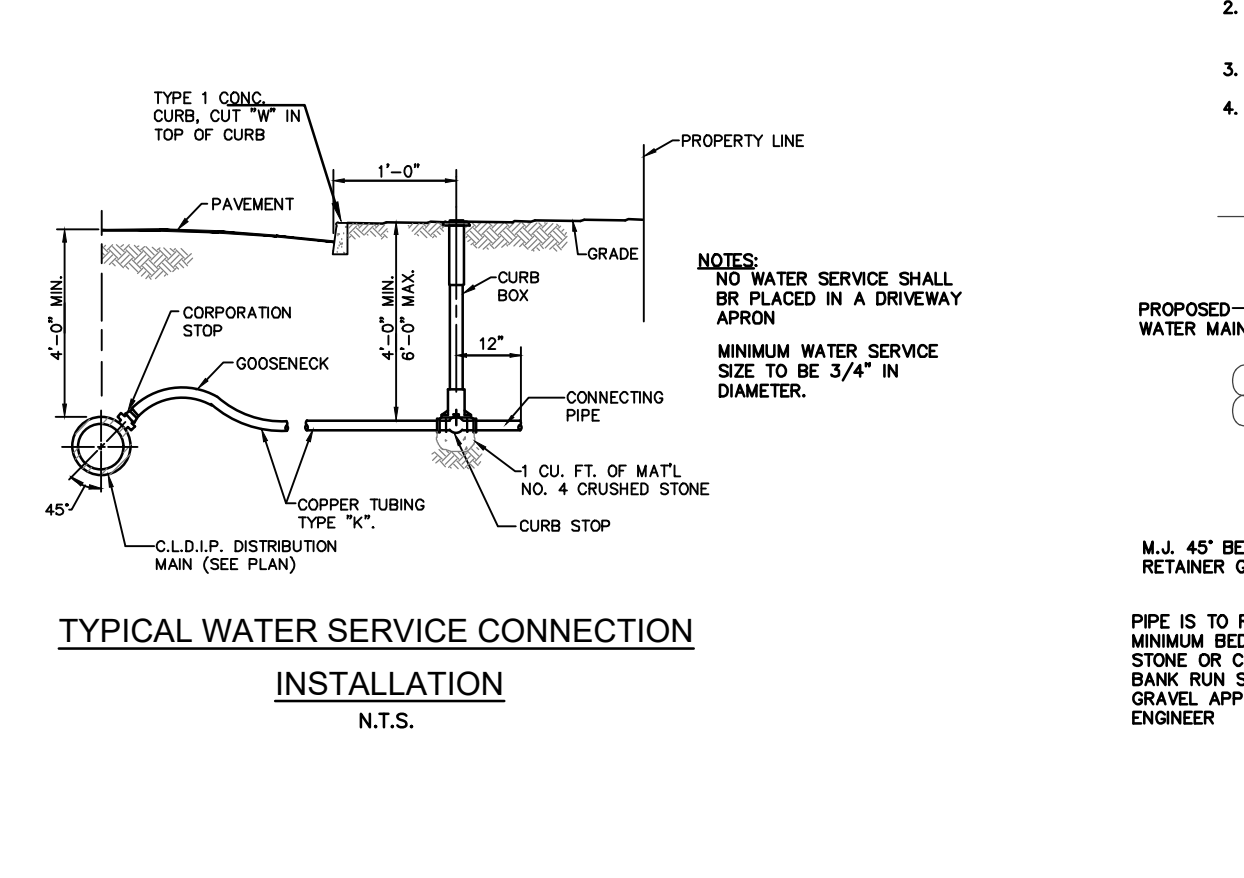
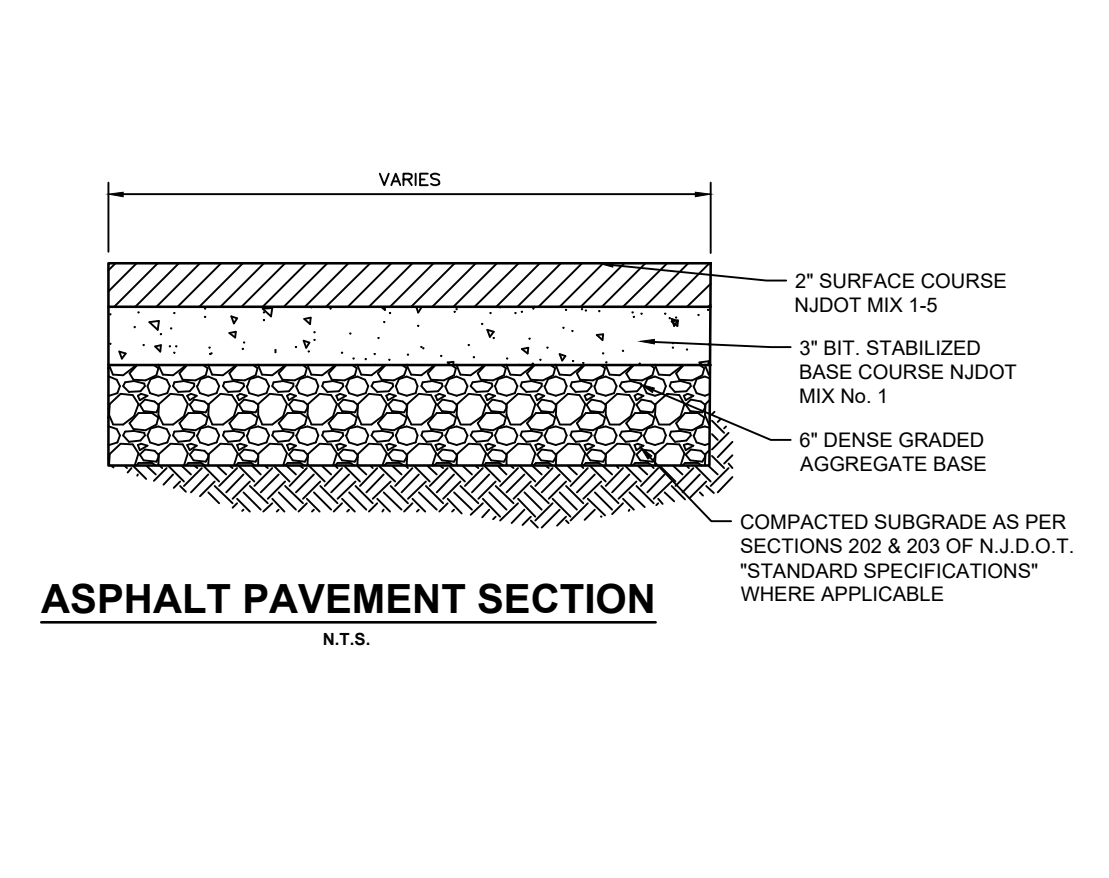
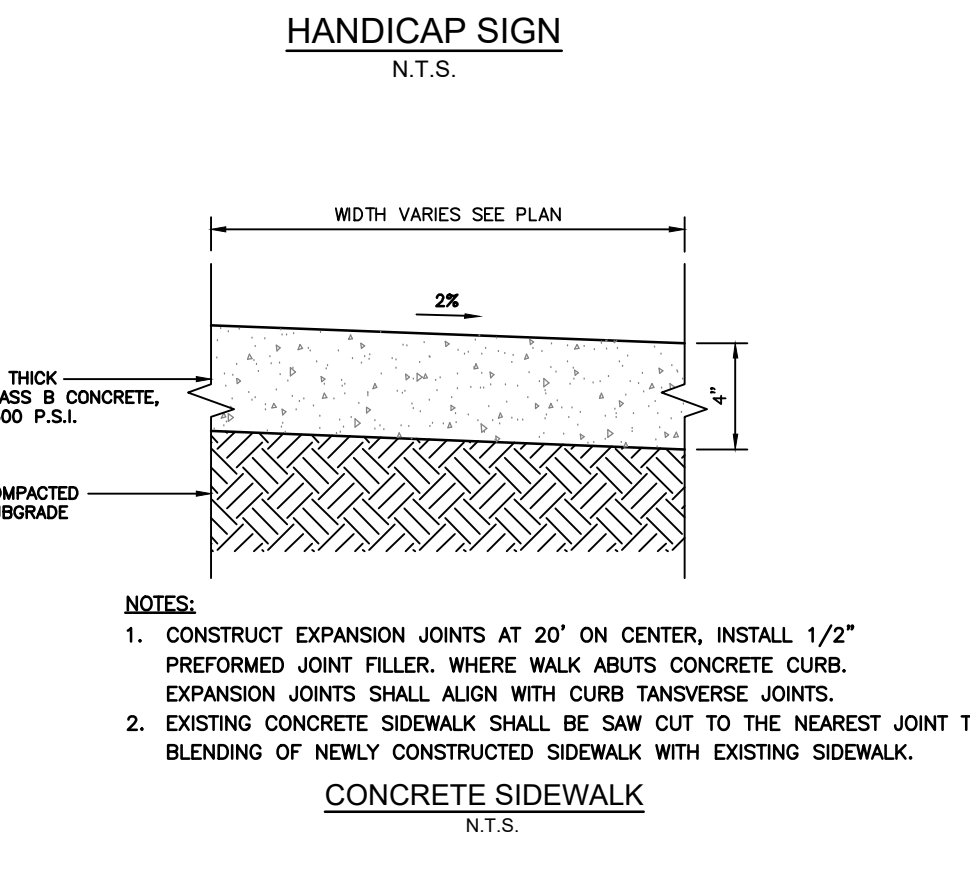
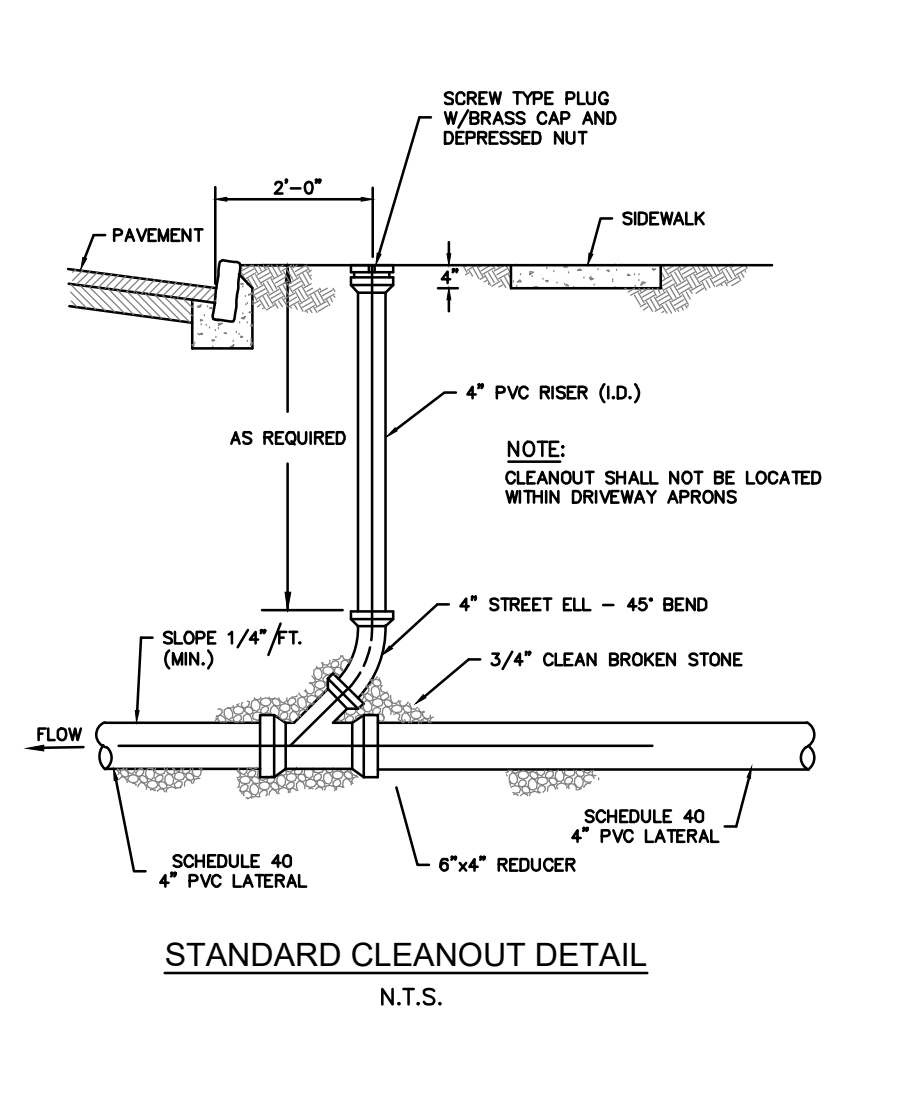
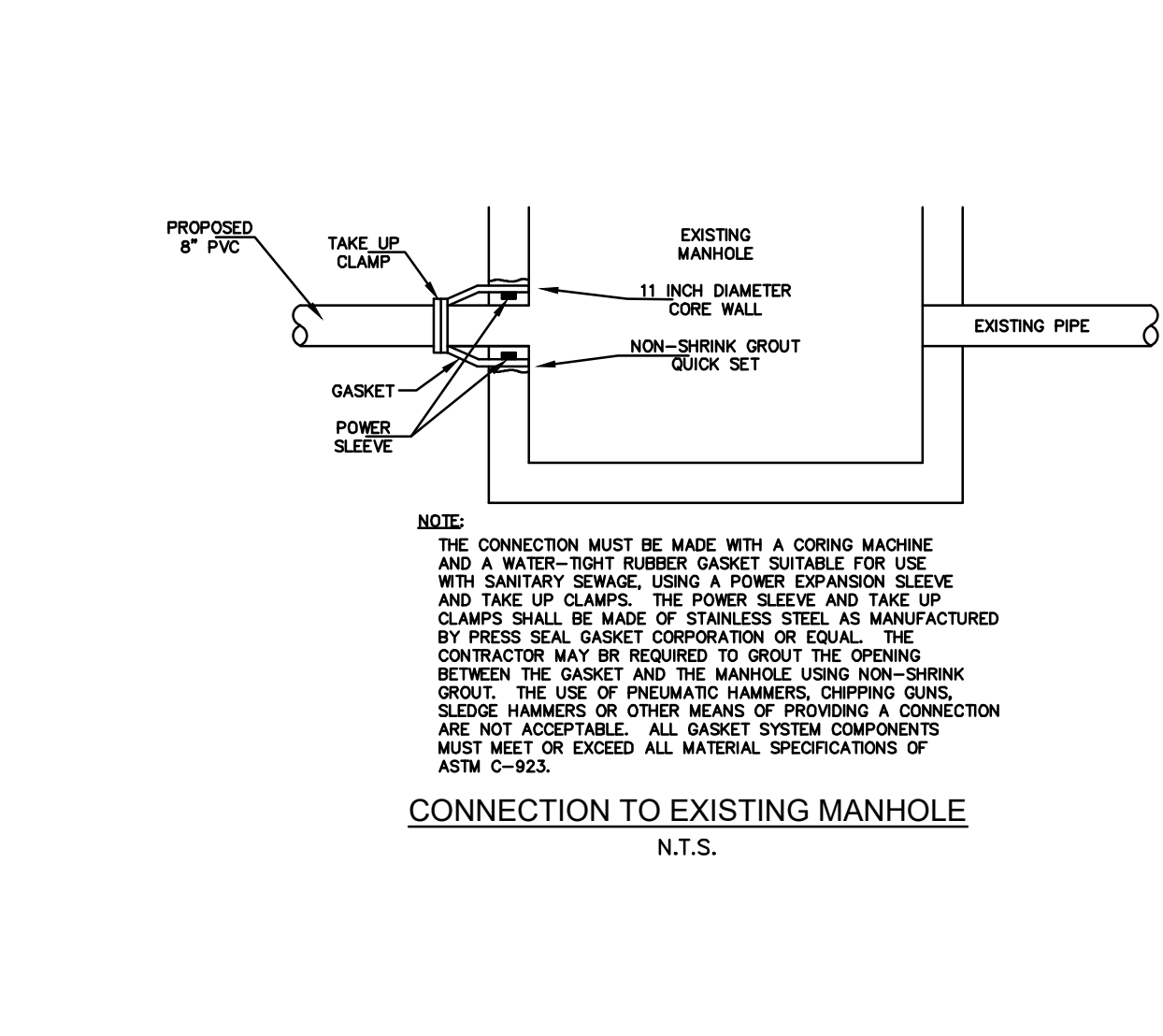
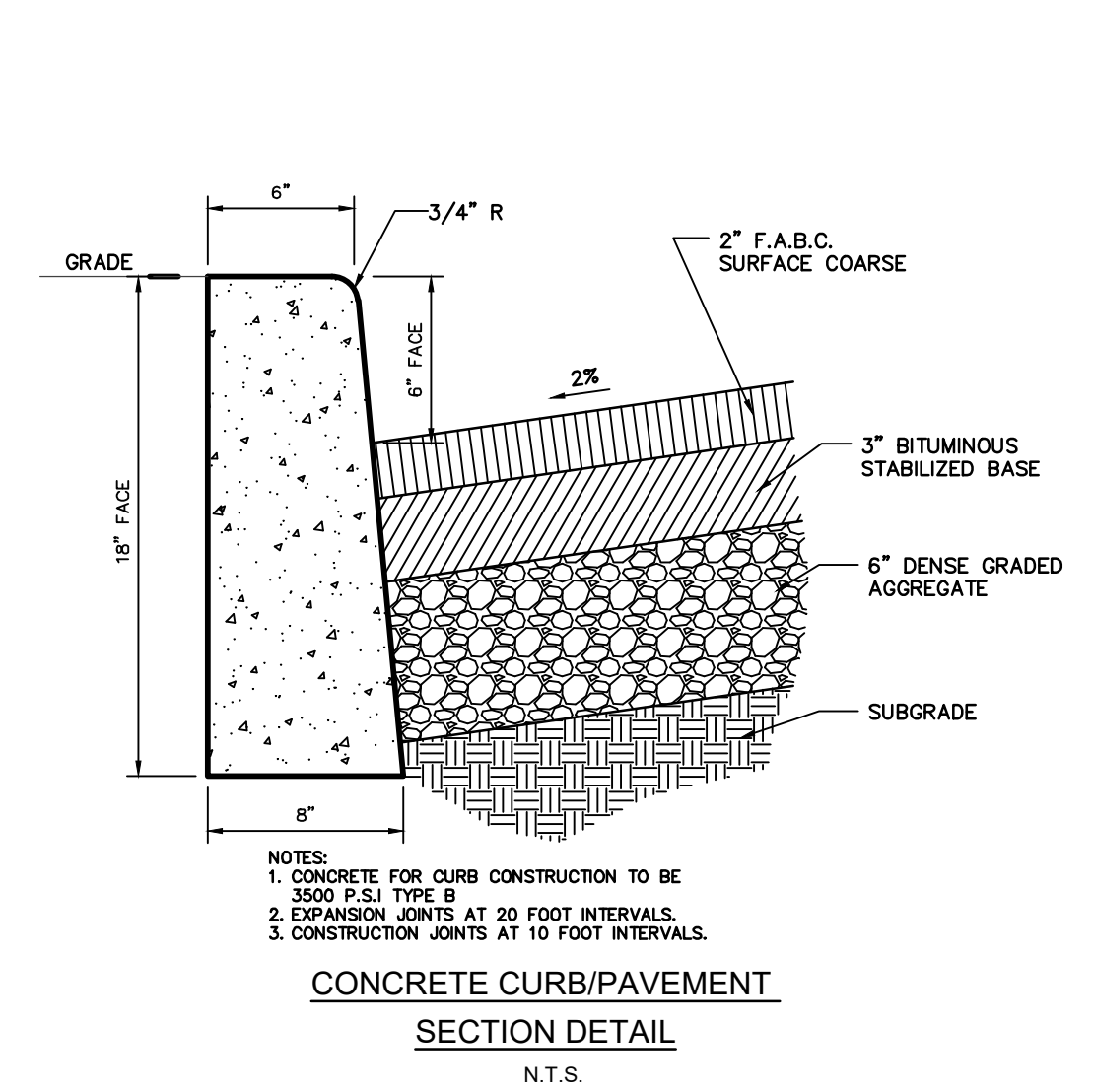
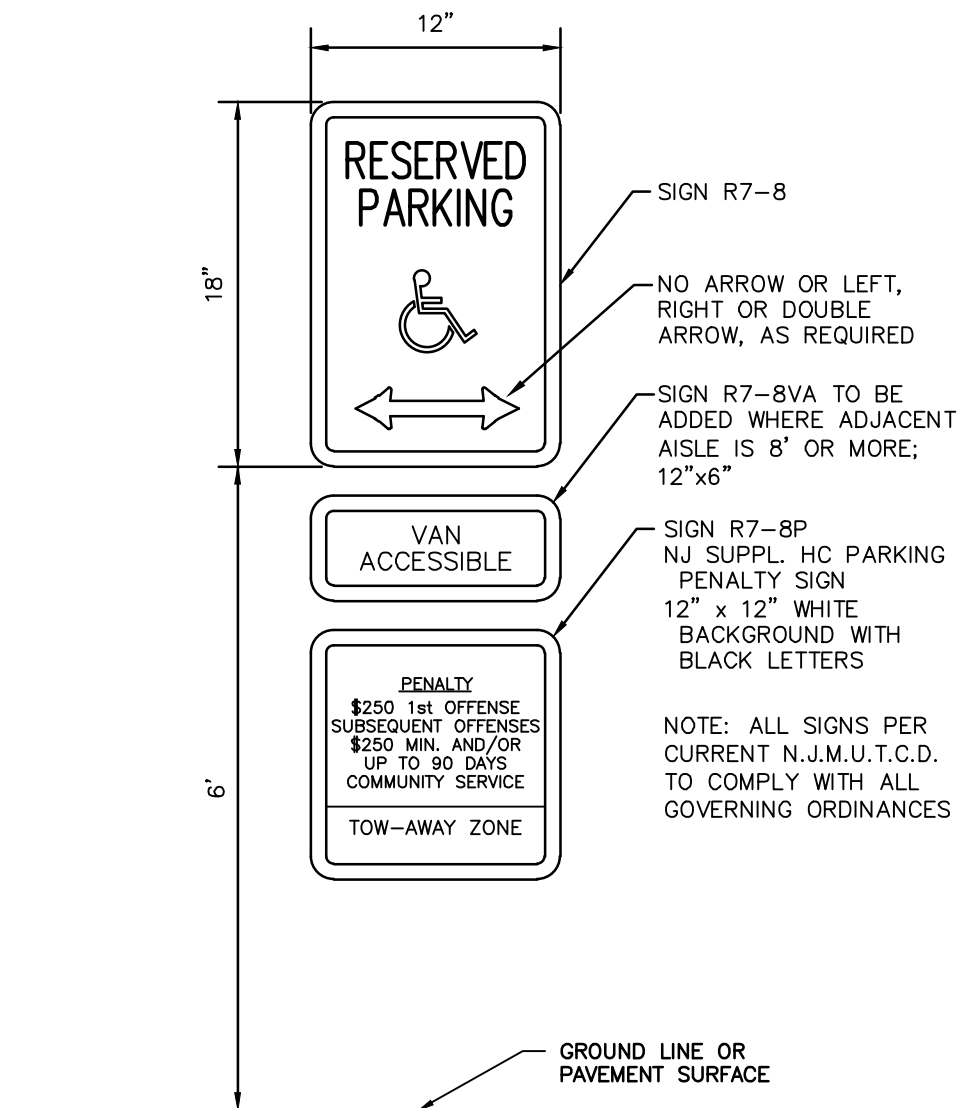
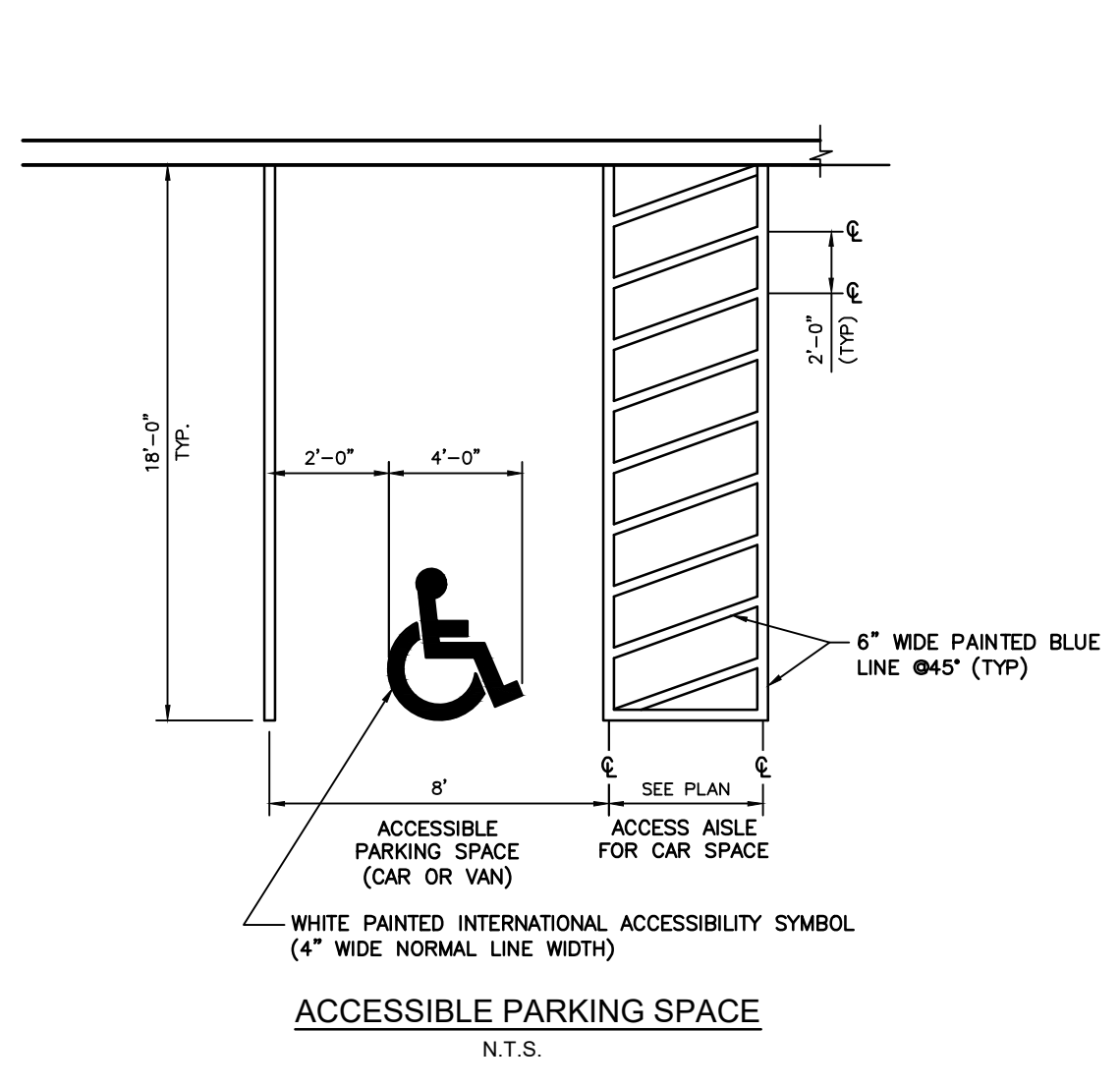
THE OWNER OR HIS/HER DESIGNATED REPRESENTATIVE SHALL NOTIFY THE UNDERSIGNED PROFESSIONAL IMMEDIATELY IF CONDITIONS ARE ENCOUNTERED ON-SITE CONTRARY TO THOSE DEPICTED ON THIS PLAN. THE UNDERSIGNED PROFESSIONAL SHALL BE GRANTED ACCESS TO THE SITE AND PROVIDED ADEQUATE TIME TO REVIEW AND, IF NECESSARY, AMEND THE DESIGN BASED UPON THE OBSERVED SITE CONDITIONS.

CERTIFICATE OF AUTHORIZATION: 24GA28228800
MORGAN
engineering & surveying
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P.O. BOX 5232
TOMS RIVER, N.J. 08754
TEL: 732-270-9690
FAX: 732-270-9691

MATHEW R. WILDER
NEW JERSEY PROFESSIONAL ENGINEER LICENSE No. 50652

**PRELIMINARY AND FINAL
MAJOR SITE PLAN
STORMWATER DETAILS &
SOIL EROSION DETAILS**
201 6TH AVENUE
LOTS 2, 6 & 7 BLOCK 4201
CITY OF ASBURY PARK
COUNTY OF MONMOUTH NEW JERSEY

Scale:	Drawn By:	Date:	JOB #:	CAD File #:	Sheet #:
AS SHOWN	DS	1/3/23	E21-00755	SITE PLAN	8 of 9



	A	B	C	D
CONCRETE CURB TYPE I	4" [100 MM]	12" [308 MM]	4" MIN. [100 MM] 4 1/2" MAX. [114 MM]	16" [406 MM]
CONCRETE CURB TYPE II	4" [100 MM]	12" [308 MM]	4" MIN. [100 MM] 4 1/2" MAX. [114 MM]	16" [406 MM]

MORGAN
engineering & surveying

MATHEW R. WILDER
NEW JERSEY PROFESSIONAL ENGINEER LICENSE No. 50652

**PRELIMINARY AND FINAL
MAJOR SITE PLAN
CONSTRUCTION DETAILS**

**201 6TH AVENUE
LOTS 2, 6 & 7
BLOCK 4201
CITY OF ASBURY PARK**

**COUNTY OF MONMOUTH
NEW JERSEY**

3	5/25/23	REV PER NJDEP COMMENTS	MW
2	3/15/23	REV PER FOOTPRINT	DS
1	2/9/23	CHANGED BOUNDARY LINE THICKNESS FOR LOTS 6 & 7	DAP

REV	DATE	DESCRIPTION	BY
3	5/25/23	REV PER NJDEP COMMENTS	MW
2	3/15/23	REV PER FOOTPRINT	DS
1	2/9/23	CHANGED BOUNDARY LINE THICKNESS FOR LOTS 6 & 7	DAP

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

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



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

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

Technical Review Committee

To: Mayor and Municipal Council

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

CC: Joseph Maraziti, Esq., Redevelopment Counsel
Kevin Kennedy, Esquire, Attorney for applicant for Asbury Park Luxury Apartments LLC

Date: May 30, 2023

Re: TRC Review and Recommendations of February 23, 2023 TRC meeting for Kingsley Street, Webb Street, Sixth and Seventh Avenues; Block 4201, Lots 2, 6 & 7 Asbury Park, New Jersey
SITE PLAN CONCEPTIAL REVIEW

The Technical Review Committee had a meeting on February 23, 2023 to review the project at Kingsley Street, Webb Street, Sixth and Seventh Avenues Block 4201, Lots 2, 6 & 7 Asbury Park, New Jersey. TRC members present at the meeting were Michael Sullivan, Planner with CCH, Michael Nelson, Architect with CCH, Douglas Clelland with Insite Engineering, Yvonne Clayton, Councilwoman, Barbara Krzak, Planning Board and TRC Chairperson, Michael Sheehan of the DEP and Cassandra Dickerson and Michele Alonso of the City of Asbury Park. Representing the applicant was attorney Kevin Kennedy. The developers present were Yohe Albo, Ave Albo. Daniel Contedore was the architect present and Daniel Zanato was the engineer present.

Project Description

The development lot is 36,068 square feet and is a conforming lot in the waterfront. The property is not rectangular, encompassing the corner of Kingsley Street and Sixth Avenue and two narrower lots extending out to Webb Street and Seventh Avenue with frontage on Kingsley Street, Webb Street, Sixth Avenue and Seventh Avenues. The applicant seeks to construct a 98-unit multi-family residential building with structured parking facilities and amenity space. The proposed building ranges in height from three stories on Webb Street, to eight stories on Kingsley Street and Sixth Avenue with the tallest height at 114 feet. A total of 148 parking spaces are proposed, within an internal and (partially) subsurface parking structure accessed via two, two-way driveways on Sixth Avenue. Rooftop open space

is provided, both in common areas and for individual dwelling units. The HVAC is on the roof. This property is not in a flood plain area.

The building's architecture is contemporary. The ground floor is different color to highlight pedestrian level façade. Although the lot is an irregular shape, all the parcels are connected. A series of units face the street. Townhouses have below grade parking with elevator to units. They are connected to main building via garage. Parking has self-operated stackers for two stacked cars. There are two parking levels. There is 24 EV parking spaces on the lower level. Parking is a half story below grade. There are 148 parking spaces total. There is no bicycle parking or tenant storage shown.

The height of the building varies along the different street frontages. The building has lobby entrances on each street frontage with a separate street entrance for the townhouses on Kingsley Street.

The tallest part of the building is 114 feet is the height. Webb Avenue is three stories in height. Seventh Avenue is four stories in height and Kingsley Street is four stories in height.

There are 22 dwelling units in a stacked townhouse configuration, on the property's Webb Street, Kingsley Street and Seventh Avenue frontages. The remaining units are apartments, 10 of which have mezzanine levels with rooftop decks. Unit sizes range from 706 square feet to 1,544 square feet. There are seven one-bedroom units, 49 two-bedroom units and 42 three-bedroom units across all dwelling unit types. Loggias (inverted balconies) are provided for all upper level units. Roof decks are provided for penthouse units. Ground floor townhouse units on Webb Street and Seventh Avenue have private yards at the rear of the units. Only the ground floor units on Sixth Avenue have no private outdoor living space. There is an indoor pool on the second floor. There is a green roof on the parking level.

The architecture is characterized as simplified derivation of the streamlined moderne style of architecture. There is a lot of glass in the facades with an emphasis of the base. The lobby is recessed. There is a decorative crown on top which will serve as planter for rooftop and will help with sound mitigation. Balconies are glass and will be treated to be antiglare. There are various stepbacks in the building façade.

There is bicycle storage for 24 bicycles. The Master Developer will install street side bike racks with street improvements. Two exterior bike racks are shown near the front door of the apartments. The garage doors were broken up into four separate doors as the TRC recommended. It is also recommended that there be sensors for cars on each level so there is car staggering in exiting to reduce the possibility of car accidents. Only one door will be open at a time. There are no internal loading spaces. Three on street parking spaces will be removed to accommodate the garage doors, but six spaces will be added to Kingsley Street.

Compliance with the Waterfront Redevelopment Plan

The project does not comply with the following zoning standards and require variances for

Minimum Lot Frontage and Lot coverage. The minimum lot area in the Prime Renewal Area is 15,000 square feet with a minimum lot frontage of 100 feet. The subject property is a total of 38,306 square

feet (complies); there is only 50 feet of lot frontage on Webb Street and Seventh Avenue. The lot frontage complies for the other streets.

Design Waivers requested

The project does not comply with the following Architectural Design Guidelines of the Waterfront Redevelopment Plan:

- Intercolumniation on the ground floor shall be vertically proportioned
- Balconies and Railings shall be made of wood or metal.
- Balconies shall be visibly supported by brackets and shall not exceed 3 feet in depth.
- Railings shall have top bottom rails centered on the balusters.
- Doors shall be painted wood or composite wood.
- Windows shall be single, double, triple-hung, or operable casements.
- Multiple windows in the same rough opening shall be separated by a 4 inch minimum post. The centerline of the window sash shall align within the center-line of the wall (there shall be no flush mounted windows).
- Doors (except garage doors) shall be side hinged (no sliders).
- Garage Doors facing a frontage shall be a maximum of 9 feet wide.
- No street wall should extend beyond 100 feet without a break
- The openings on a frontage must remain within a void-to-solid ratio of no more than 45 percent.
- The minimum requirement for fenestration on façades shall be 20 percent.
- Excessive balconies
- Multiple balconies, shall be confined to the rear and side elevations
- Balconies may have masonry or metal parapets.
- All windows, except storefronts, shall be operable as hung or casement.
- Sliding and awning windows shall not be permitted
- Windows shall not be installed flush with the outer surface of the façade.
- Window sills should be provided
- Loggias and arcades shall have columns and piers of a width and depth proportional to the height of the element
- Plaque identifying architect and the year of construction

TRC recommendations:

1. The columns on the building should be resolved such that they are aligned between the base and the upper floors or organized such that there is no apparent discordant relationship between the upper structure and the base. Additionally, the difference in the column widths (there are narrower and

wider column widths) should be logically related to the functions of the building and the composition of the facades.

2. The stormwater system needs further modification to comply with stormwater regulations. Plans must be updated for planning board.
3. Parking plan needs to be dimensioned and turning radius for parking spaces shown for planning board submission. Also, a plan on how the stacked parking will operate is needed for the planning board submission.
4. A compliant lighting plan showing all lighting including building, rooftop, garage and street lighting must be submitted to the planning board. The garage lighting and all lighting cannot cause glare. Light spillage should only be at the garage door.



Minutes
Meeting of the Municipal Council
Wednesday, May 24, 2023
REGULAR MEETING

Executive Session - 4:00 p.m.

2023-238 Resolution Authorizing a meeting which excludes the public

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

Workshop Session - 6:00 p.m.

Call to Order/Roll Call

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

City Clerk Lisa Esposito called the meeting to order at 6:11 PM.

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

SPECIAL EVENT APPLICATIONS:

Minutes Acceptance: Minutes of May 24, 2023 6:00 PM (Minutes)

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

ITEMS TO BE PRESENTED:

Matters from City Council

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

Council member Chapman stated, Hi, so I just wanted to let everyone know that the Bangs Avenue parking garage will open for the season this Friday and the hours will be: Friday 6 PM to 2 AM, Saturday 9 AM to 2 AM, and Sunday 9 AM to 2 AM. I also just want to let everyone know that the City Of Asbury Park has newly upgraded the spray park and it will open on June 5. Hours will be noon to 7 PM weather permitting seven days a week and this is on Atkins Avenue, free admission, children must be supervised by an adult. Thank you.

Council member Clayton stated, Good evening, this season our Recreation Department is doing an awesome job and they are going to have so many programs for this summer. You have to sign up by June 22 and for just a sample of what's going to be available there's a soccer program for grades 1 to 5, youth swimming lessons for again grades 1 through 6, adult swimming lessons for 18 year and older, summer track program for K to 12, and a free lake house music Academy hip-hop week for graded 6 to 12, and also summer surf free. It is a one week clinic from grades 2 to 6, so if you have an opportunity here is a chance to participate in all types of events, both for youth and for adults, thank you.

Deputy Mayor Quinn stated, Sticking with Leesha Floyd, Recreation, Department, we are going be doing the free beach badges for free access for families registered with Leesha so that means after June 12 if you are a family in Asbury park who qualifies you will get a free pass to get on the beach, applications aren't available until June 12.

Mayor Moor had no matters at this time.

Matters from City Manager

City Manager, Donna Vieiro stated, Thanks Lisa I just wanted to a reiterate thanks to Leehsa for the great job she's doing and also for any of our residents who are looking to participate in our summer recreation programs and need financial assistance, it is available, so please contact Leesha if you are interested in a program and feel that you can't afford it we can work with you to make sure everyone can attend.

Matters from City Attorney

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

PUBLIC PARTICIPATION

A motion was made by Council member Ahbez-Anderson and seconded by Council member Chapman to open the meeting to the public. All were in favor. The following members of the public spoke: Myra Campbell made a comment about Easter parade signs, Habitat for Humanity and community gardens; Kerry Butch made a comment about railroad crossing closures and job opportunities at Asbury Park Reporter; Kareen Alabasi made a comment about construction and lack of parking on Memorial Drive; Linda Fahey made a comment about paving on 5th Avenue, four-way stop signs, speeding vehicles, and gardeners with blowers.

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

MINUTES

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

1. Municipal Council- Executive Meeting May 10, 2023 4:00 PM
2. Municipal Council - Regular Meeting - May 10, 2023 6:00 PM **Accepted**

CONSENT AGENDA RESOLUTIONS

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

2023-239 Resolution Approving Special Event Applications

2023-240 Resolution Amending Temporary Budget Appropriations for 2023 Budget

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

INDIVIDUAL RESOLUTIONS

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

RESULT:	ADOPTED [3 TO 1]
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Yvonne Clayton
NAYS:	John Moor
AWAY:	Amy Quinn

2023-243 Resolution Approving Payment of Bills

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

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

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

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

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

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

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

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

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

2023-248 Supplemental Resolution Authorizing The Issuance Of One Or More Series Of Additional Non-Recourse Redevelopment Area Bonds Of The City Of Asbury Park In An Aggregate Principal Amount Not To Exceed \$1,500,000 (Waterfront Redevelopment Area Infrastructure Project) In Connection With A Project Being Undertaken In The City By K. Hovnanian's Baltic At Asbury Park Urban Renewal, Llc And As A Portion Of Non-Recourse Redevelopment Area Bonds Of The City Previously Approved Pursuant To A Resolution Duly Adopted By The City Council On February 20, 2013

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

2023-249 Supplemental Resolution Authorizing The Issuance Of One Or More Series Of Additional Non-Recourse Redevelopment Area Bonds Of The City Of Asbury Park In An Aggregate Principal Amount Not To Exceed \$2,000,000 (Waterfront Redevelopment Area Infrastructure Project) In Connection With A Project Being Undertaken In The City

By K. Hovnanian's Aegean At Asbury Park Urban Renewal, Llc And As A Portion Of Non-Recourse Redevelopment Area Bonds Of The City Previously Approved Pursuant To A Resolution Duly Adopted By The City Council On February 20, 2013

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

2023-250 Resolution Of The City Of Asbury Park Declaring Its Official Intent To Reimburse Expenditures For Project Costs From The Proceeds Of RAB Bonds

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

2023-251 Resolution Of The City Of Asbury Park Making Application To The Local Finance Board Seeking Authorization For Not To Exceed \$4,500,000 Redevelopment Area Bonds To Finance The Construction And Installation Of Certain Infrastructure Improvements Within A Portion Of The Asbury Park Waterfront Redevelopment Area Pursuant To N.J.S.A. 40a:12a-29(A)(3) And N.J.S.A. 40a:12a-67

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

2023-252 Resolution Authorizing The Execution Of A Memorandum Of Understanding Between City Of Asbury Park And The Housing Authority Of The City Of Asbury Park

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

2023-253 Resolution of the Mayor and City Council of the City of Asbury Park to Enter into an Estoppel and Recognition Agreement (Regarding the Master Developer Agreement and the Subsequent Developer Agreement) with 1150 Kingsley Senior Investors, L.P. as the Lender for AP Block 4001 Venture Urban Renewal, LLC in Connection with the Development of Property Located at Block 4001, Lots 2.01, 2.02, and 2.03 (fka Lots 2-15).

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

2023-254 Resolution of the Mayor and City Council of the City of Asbury Park to Enter into a Recognition Agreement (Regarding the Financial Agreement) with 1150 Kingsley Senior Investors, L.P. as the Lender for AP Block 4001 Venture Urban Renewal, LLC in connection with the Development of Property Located at Block 4001, Lots 2.01, 2.02, and 2.03 (fka Lots 2-15)

Minutes Acceptance: Minutes of May 24, 2023 6:00 PM (Minutes)

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

2023-255 Resolution Authorizing Lease Agreement with Interfaith Neighbors, Inc. (Kula Urban Farm Project) Concerning A Vacant Parcel of City-Owned Property Located At 1219 Springwood Avenue (Block 1103, Lot 49).

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

2023-256 Resolution Supporting Community Solar in The City of Asbury Park

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

2023-257 Resolution Authorizing The City Of Asbury Park To Execute A Revocable License Agreement To Permit A Limited Encroachment Into The Right-Of-Way Area (Including Air Space) Along A Portion Of Langford Street, To Benefit The Property Located At 929 Asbury Avenue (Block 403, Lot 11), Asbury Park, New Jersey.

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

2023-258 Resolution Of The Mayor And Council Of The City Of Asbury Park Expressing The Intent Of The City To Utilize/Earmark Remaining Funds Received Through The American Rescue Plan

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

ORDINANCES

Introduction

2023-15 Ordinance Of The City Of Asbury Park Amending And Supplementing Section 4-10, Entitled “Permits For Special Events,” Of Chapter 4, “General Licensing,” Of “The Code Of The City Of Asbury Park”

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 6/14/2023 6:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Eileen Chapman, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2023-21 Ordinance of the City of Asbury Park Amending Chapter VII of the Code of the City of Asbury Park Regarding Traffic Regulations to designate Sunset Drive One-Way

RESULT:	INTRODUCED [4 TO 1]
	Next: 6/14/2023 6:00 PM
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Angela Ahbez-Anderson, Yvonne Clayton, Amy Quinn, John Moor
NAYS:	Eileen Chapman

2023-22 Ordinance Authorizing The City Of Asbury Park To Convey An Easement Over Certain Portions Of The Public Right-Of-Way Area Adjacent To The Property Located At 521 Lake Avenue (Block 3105, Lot 4.02), F/K/A 545 Lake Avenue (Block 3105, Lot 4).

RESULT:	INTRODUCED [4 TO 1]
	Next: 6/14/2023 6:00 PM
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Angela Ahbez-Anderson, Yvonne Clayton, Amy Quinn, John Moor
NAYS:	Eileen Chapman

2023-23 Ordinance Of The City Of Asbury Park Amending And Supplementing Chapter 8, Entitled "Taxicabs, Liveries And Valet Parking."

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 6/14/2023 6:00 PM
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Angela Ahbez-Anderson, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

Second Reading/Public Hearing

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

A motion to open 2023-19 to the public was made by Council member Ahbez-Anderson and seconded by Deputy Mayor Quinn. All were favor. The following members of the public spoke: Kerri Butch.

A motion to close 2023-19 to the public was made by Council member Chapman and seconded by Mayor Moor. All were in favor.

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

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

A motion to open 2023-20 to the public was made by Deputy Mayor Quinn and seconded by Council member Ahbez-Anderson. All were favor. No members of the public spoke.

A motion to close 2023-20 to the public was made by Mayor Moor and seconded by Council member Clayton. All were in favor.

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

ADJOURNMENT

The meeting was adjourned at 6:53 PM

A motion to close the meeting was made by Deputy Mayor Quinn and seconded Council member Clayton. Meeting adjourned at 6:53PM.

Respectfully submitted by:

Lisa Esposito, City Clerk



RESOLUTION NO. 2023-260

**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 14, 2023 the following Special Events Applications were presented for approval by the Director of Recreation:

1. Eid Prayer and celebration

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

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

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-260 which was finally adopted by the City Council at a meeting held on the 14th day of June, 2023

CERTIFIED BY ME THIS 15th DAY OF June, 2023.


Lisa Esposito, City Clerk 6/15/2023

LISA ESPOSITO
CITY CLERK



Date Application Received: _____

Application Fee Paid: _____

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

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

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

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

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

Date of Event: 6/28/23 or 6/29 Rain Date: _____

Time of Event: 9a to 12p Setup time: 1 Break-down time: 0.5

Name of Event: Eid Prayer and celebration

Location of Event: Springwood park

Type of Event (check all that apply):

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



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 14, 2023
RESOLUTION SUMMARY

2023-261

Refund Overpaid Property Taxes 3706/4 504 Eighth Avenue



RESOLUTION NO. 2023-261

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

RESOLUTION TO REFUND OVERPAID PROPERTY TAXES 3706/4 504 EIGHTH AVENUE

WHEREAS, FNC Title Services, LLC, has made an erroneous duplicate payment on property taxes, creating an overpayment in the amount of \$2,456.17; and

WHEREAS, the Tax Collector has been requested to refund block and lot 3706/4 in the amount of \$2,456.17 for the credit applied to the 2nd quarter of 2023 that was paid by FNC Title Services, LLC, who has provided documented proof of payment; and

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

- 1) The Mayor and City Council do hereby authorize the Tax Collector for the City of Asbury Park to refund overpayment of property taxes in the amount of \$2,456.17 for the 2nd quarter of 2023 to FNC Title Services, LLC.
- 2) A certified copy of this resolution shall be forwarded to the Tax Collector and CFO of the City of Asbury Park.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-261 which was finally adopted by the City Council at a meeting held on the 14th day of June, 2023

CERTIFIED BY ME THIS 15th DAY OF June, 2023.



~~Lisa Esposito, City Clerk~~ 6/15/2023

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 14, 2023
RESOLUTION SUMMARY

2023-262

Property that has exceeded its useful life and no longer serves the need of the City that will be placed at Municipal Auction.



RESOLUTION NO. 2023-262

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

RESOLUTION AUTHORIZING THE DISPOSITION OF SURPLUS PROPERTY

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

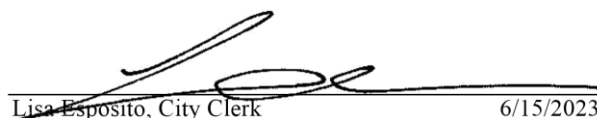
WHEREAS, it is the desire of the Mayor and City Council to declare the property as surplus as follows as attached to this Resolution:

WHEREAS, the equipment and vehicles will be auctioned on [MUNICIBID.com](https://www.municibid.com).

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

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-262 which was finally adopted by the City Council at a meeting held on the 14th day of June, 2023

CERTIFIED BY ME THIS 15th DAY OF June, 2023.


Lisa Esposito, City Clerk 6/15/2023

LISA ESPOSITO
CITY CLERK

COMPUTERS

MSI AX201 All-In-One (Cracked Screen)

5X Dell Optiplex 3050 (i5 CPU, 8GB RAM, DVD r/w) No HDD

Dell Optiplex 3080 (i5 CPU, 8GB RAM) No HDD

Dell Optiplex 7020 (i7 CPU, 8GB RAM, DVD-ROM) No HDD

2x Dell Optiplex 3050 (i5 CPU) No HDD

Dell PowerEdge T320 – Does not function – For parts/scrap only

MacBook Pro Unibody 15" (A1286) – No HDD w/ Power Cord

Dell XPS 8700 (i7) – No HDD

Mac Mini M1 w/ 8GB RAM 256GB SSD

Lenovo Think Centre M700 SFF

VEHICLES

863-Toro-Workman (Electrical problem, won't start)

870-DPW-Van-Econoline (Runs, drives)

Jeep Cherokee – No Engine, no Trans (80)

2015 Ford Explorer (No Engine, no Trans) (17)

GEM for parts only (Electrical Issue ... N/G)

Ford Fusion (Blown Engine) 2012 – 57

VEHICLE RELATED

Ford Explorer 2022 2 sets of seats

2x Chevy Tahoe center consoles

Cargo Trailer - Journey by Pace American

PHONES & TABLETS

iPhone SE 2 64GB White (97% Battery)

iPhone SE 2 64GB Red (85% Battery) Cracked Home Button

Galaxy S9 CDMA 64GB

iPhone 7 Plus 32GB (Cracked Screen)

3x Google Pixel 4A Unlocked

iPhone 7 32GB Gold 96%

10x iPad 6th Gen 32GB Cellular / Unlocked

MISC

4x Dell Sonicpoint ACI Managed WAP



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 14, 2023
RESOLUTION SUMMARY

2023-263

Resolution Approving 2023-2024 Alcoholic Beverage Control License for PF, LLC d/b/a/ Garcia Liquors/Tapatia in the City of Asbury Park, County of Monmouth, New Jersey



RESOLUTION NO. 2023-263

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

RESOLUTION APPROVING 2023-2024 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR PF, LLC D/B/A/ GARCIA LIQUORS/TAPATIA IN THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, NEW JERSEY

WHEREAS, an application has heretofore been filed with the City Clerk to renew Alcoholic Beverage License control license 1303-32-001-010 PF, LLC d/b/a Garcia Liquors/Tapatia; and

WHEREAS, the Chief of Police has reviewed said application and recommends renewal without reservation; and

WHEREAS, the application appears to be in proper form, subject to review and approval by the Division of Alcoholic Beverage Control.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park in the County of Monmouth and State of New Jersey, that the following Alcoholic Beverage License in the City of Asbury Park for the period from July 1, 2023 until June 30, 2024, is hereby renewed:

1303-32-001-010 PF, LLC. d/b/a Garcia Liquors/Tapatia-705-707 Main Street, Asbury Park

BE IT FURTHER RESOLVED that the City Clerk shall sign and deliver each license to the licensee designated.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-263 which was finally adopted by the City Council at a meeting held on the 14th day of June, 2023

CERTIFIED BY ME THIS 15th DAY OF June, 2023.



~~Lisa Esposito~~, City Clerk 6/15/2023

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 14, 2023
RESOLUTION SUMMARY

2023-264

Resolution Approving 2023-2024 Alcoholic Beverage Control License for Main Liquors in the City of Asbury Park, County of Monmouth, New Jersey



RESOLUTION NO. 2023-264

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

RESOLUTION APPROVING 2023-2024 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR AKSHAY ENTERPRISES-D/B/A/ MAIN LIQUORS IN THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, NEW JERSEY

WHEREAS, an application has heretofore been filed with the City Clerk to renew Alcoholic Beverage License control license 1303-32-010-008, Akshay Enterprises. d/b/a Main Liquors; and

WHEREAS, the Chief of Police has reviewed said application and recommends renewal without reservation; and

WHEREAS, the following applicant is in compliance with the Division of Taxation and has paid renewal fees to the City of Asbury Park and the Division of Alcoholic Beverage Control.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park in the County of Monmouth and State of New Jersey, that the following Alcoholic Beverage License in the City of Asbury Park for the period from July 1, 2023 until June 30, 2024, is hereby renewed with the following 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.

1303-32-010-008, Akshay Enterprises. -d/b/a Main Liquors, 1002 Main Street, Asbury Park, NJ

BE IT FURTHER RESOLVED that the City Clerk shall sign and deliver each license to the licensee designated.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-264 which was finally adopted by the City Council at a meeting held on the 14th day of June, 2023

CERTIFIED BY ME THIS 15th DAY OF June, 2023.



Lisa Esposito, City Clerk 6/15/2023

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 14, 2023
RESOLUTION SUMMARY

2023-265

Resolution Approving 2022-2023 Alcoholic Beverage Control License for The Break, Low Dive, Aloha Market in the City of Asbury Park, County of Monmouth, New Jersey



RESOLUTION NO. 2023-265

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

RESOLUTION APPROVING 2023-2024 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR OHANA KITSCHEN COMPANY-D/B/A/ THE BREAK, LOW DIVE, ALOHA MARKET IN THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, NEW JERSEY

WHEREAS, an application has heretofore been filed with the City Clerk to renew Alcoholic Beverage License control license 1303-32-038-008, Ohana Kitschen Company d/b/a The Break, Low Dive, Aloha Market; and

WHEREAS, the Chief of Police has reviewed said application and recommends renewal without reservation; and

WHEREAS, the following applicant is in compliance with the Division of Taxation and has paid renewal fees to the City of Asbury Park and the Division of Alcoholic Beverage Control.

WHEREAS, the following existing special conditions will remain in place;

1303-32-038 Ohana Kitschen Company 1321 2nd Ave The Break, Low Dive, Aloha Market

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park in the County of Monmouth and State of New Jersey, that the following Alcoholic Beverage License in the City of Asbury Park for the period from July 1, 2023 until June 30, 2024, is hereby renewed with the following existing special conditions:

1. The security and bar staff shall clean sidewalks and curbs adjacent to the property nightly and 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.

BE IT FURTHER RESOLVED that the City Clerk shall sign and deliver each license to the licensee designated.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-265 which was finally adopted by the City Council at a meeting held on the 14th day of June, 2023

CERTIFIED BY ME THIS 15th DAY OF June, 2023.



Lisa Esposito, City Clerk 6/15/2023

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 14, 2023
RESOLUTION SUMMARY

2023-266

Resolution Approving 2023-2024 Alcoholic Beverage Control License for Barrio Costero Restaurant in the City of Asbury Park, County of Monmouth, New Jersey



RESOLUTION NO. 2023-266

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

RESOLUTION APPROVING 2023-2024 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR 601-603 LIQUOR LICENSE PARTNERSHIP, LLC, -D/B/A/ BARRIO COSTERO IN THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, NEW JERSEY

WHEREAS, an application has heretofore been filed with the City Clerk to renew Alcoholic Beverage License control license 1303-32-060-016, 601-603 Liquor License Partnership, LLC. d/b/a Barrio Costero; and

WHEREAS, the Chief of Police has reviewed said application and recommends renewal without reservation; and

WHEREAS, the following applicant is in compliance with the Division of Taxation and has paid renewal fees to the City of Asbury Park and the Division of Alcoholic Beverage Control.

WHEREAS, the following existing special conditions will remain in place;

*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.

1303-32-060-016 601-603 Liquor License Partnership, LLC d/b/a Barrio Costero, 601-603 Mattison Avenue, Asbury Park, NJ 07712

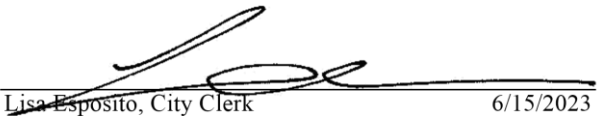
*Special Condition: 75% of the floor space must be for food service. *

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park in the County of Monmouth and State of New Jersey, that the following Alcoholic Beverage License in the City of Asbury Park for the period from July 1, 2023 until June 30, 2024, is hereby renewed with the following existing special conditions:

BE IT FURTHER RESOLVED that the City Clerk shall sign and deliver each license to the licensee designated.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-266 which was finally adopted by the City Council at a meeting held on the 14th day of June, 2023

CERTIFIED BY ME THIS 15th DAY OF June, 2023.



Lisa Esposito, City Clerk 6/15/2023

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 14, 2023
RESOLUTION SUMMARY

2023-267

Resolution Approving 2023-2024 Alcoholic Beverage Control License for Brandos Restaurant in the City of Asbury Park, County of Monmouth, New Jersey



RESOLUTION NO. 2023-267

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

RESOLUTION APPROVING 2023-2024 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR COOKMAN LIMITED LIABILITY CO. , -D/B/A/ BRANDOS RESTAURANT IN THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, NEW JERSEY

WHEREAS, an application has heretofore been filed with the City Clerk to renew Alcoholic Beverage License control license 1303-33-006-009, Cookman Limited Liability Co. d/b/a Brandos Restaurant; and

WHEREAS, the Chief of Police has reviewed said application and recommends renewal without reservation; and

WHEREAS, the following applicant is in compliance with the Division of Taxation and has paid renewal fees to the City of Asbury Park and the Division of Alcoholic Beverage Control.

WHEREAS, the following existing special conditions will remain in place;

*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.

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park in the County of Monmouth and State of New Jersey, that the following Alcoholic Beverage License in the City of Asbury Park for the period from July 1, 2023 until June 30, 2024, is hereby renewed with the following existing special conditions:

BE IT FURTHER RESOLVED that the City Clerk shall sign and deliver each license to the licensee designated.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-267 which was finally adopted by the City Council at a meeting held on the 14th day of June, 2023

CERTIFIED BY ME THIS 15th DAY OF June, 2023.



Lisa Esposito, City Clerk 6/15/2023

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 14, 2023
RESOLUTION SUMMARY

2023-268

Cross & Orange Restaurant Liquor License Renewal for the 2023-2024 term.



RESOLUTION NO. 2023-268

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

RESOLUTION APPROVING 2023-2024 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR COOKMAN RESTAURANT GROUP, LLC D/B/A/ CROSS & ORANGE IN THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, NEW JERSEY

WHEREAS, an application has heretofore been filed with the City Clerk to renew Alcoholic Beverage License control license 1303-33-014-005 Cookman Restaurant Group, LLC d/b/a/ Cross & Orange;
and

WHEREAS, the Chief of Police has reviewed said application and recommends renewal without reservation; and

WHEREAS, the application appears to be in proper form, has paid renewal fees to City of Asbury Park and the Division of ABC and subject to review and approval by the Division of Alcoholic Beverage Control.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park in the County of Monmouth and State of New Jersey, that the following Alcoholic Beverage License in the City of Asbury Park for the period from July 1, 2023 until June 30, 2024, is hereby renewed:

**1303-33-014-005- Cookman Restaurant Group, LLC-d/b/a - Cross & Orange 508
Cookman Ave, Asbury Park, NJ**

BE IT FURTHER RESOLVED that the City Clerk shall sign and deliver each license to the licensee designated.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-268 which was finally adopted by the City Council at a meeting held on the 14th day of June, 2023

CERTIFIED BY ME THIS 15th DAY OF June, 2023.



~~Lisa Esposito~~, City Clerk 6/15/2023

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 14, 2023
RESOLUTION SUMMARY

2023-269

Resolution Approving 2023-2024 Alcoholic Beverage Control License for Asbury Two Liquor License, LLC (Pocket License) in the City of Asbury Park, County of Monmouth, New Jersey



RESOLUTION NO. 2023-269

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

RESOLUTION APPROVING 2023-2024 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR ASBURY TWO LIQUOR LICENSE, LLC IN THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, NEW JERSEY

WHEREAS, an application has heretofore been filed with the City Clerk to renew Alcoholic Beverage License control license 1303-33-016-008 Asbury Two Liquor License, LLC; and

WHEREAS, the Asbury Two Liquor License, LLC has been inactive since October 15, 2015; and

WHEREAS, the license holder has applied and has approval for a special ruling from the Director for the 2023-2024 license term. (Job#600497)

WHEREAS, the Chief of Police has reviewed said applications and recommends renewal without reservation; and

WHEREAS, the application appears to be in proper form, subject to review and approval by the Division of Alcoholic Beverage Control.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park in the County of Monmouth and State of New Jersey, that the following Alcoholic Beverage License in the City of Asbury Park for the period from July 1, 2023 until June 30, 2024, is hereby renewed:

1303-33-016-008 Asbury Two Liquor License, LLC (Pocket License)

BE IT FURTHER RESOLVED that the City Clerk shall sign and deliver each license to the licensee designated.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-269 which was finally adopted by the City Council at a meeting held on the 14th day of June, 2023

CERTIFIED BY ME THIS 15th DAY OF June, 2023.



Lisa Esposito, City Clerk 6/15/2023

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 14, 2023
RESOLUTION SUMMARY

2023-270

Resolution Approving 2023-2024 Alcoholic Beverage Control License for Steinbach Liquor License, LLC Trading As- Asbury Ale House/ Lola's Cafe/ The Bonney Read in the City of Asbury Park, County of Monmouth, New Jersey



RESOLUTION NO. 2023-270

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

RESOLUTION APPROVING A LIQUOR LICENSE RENEWAL WITH SPECIAL CONDITIONS FOR STEINBACH LIQUOR LICENSE, LLC TRADING AS- ASBURY ALE HOUSE/ LOLA'S CAFE/ THE BONNEY READ RELATING TO LICENSE NUMBER 1303-33-017-012, FOR THE 2023-2024 LICENSING TERM.

WHEREAS, Steinbach Liquor Lic. LLC, trading as Asbury Ale House (also referenced as the “Licensee”), is the holder of a liquor license bearing license number **1303-33-017-012** (also referenced as the “License”) for premises located at 541 Cookman Avenue (also referenced as the “licensed premises”); and

WHEREAS, the Licensee has applied for renewal of the License for the 2023-2024 licensing term (covering the period from July 1, 2023 to June 30, 2024); and

WHEREAS, Police Chief Kelso has recommended that the License be renewed for the 2023-2024 licensing term with the existing special conditions maintained.

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

1. That liquor license number **1303-33-017-012**, as issued to the Licensee for premises located at 541 Cookman Avenue, is hereby renewed for the 2023-2024 licensing term, subject to the special conditions referenced below.
2. That the following existing special conditions shall continue to apply to the License for the 2023-2024 licensing term:
 - (a) At least seventy-five percent (75%) of the floor space of the licensed premises shall be dedicated to food service; and
 - (b) The security and bar staff of the licensed premises shall clean sidewalks and curbs adjacent to the licensed premises nightly after club nights and in the morning following club nights. The Licensee must adhere to the City’s Property Maintenance Code (Chapter XIII of the City Code).
 - (c) The Licensee shall hire a minimum of (4) Security Officers to work the front doors to assist with quality of life issues on Friday and Saturday nights.

3. That the following existing special condition(s) shall also apply to the License for the 2023-2024 licensing term:

(a) The Licensee shall hire two (2) off-duty Asbury Park Police Officers on Friday evenings and Saturday evenings, who shall work from 10:30 p.m. through 2:30 a.m., in order to assist with crowd management and control and the orderly running of the licensed premises. The Chief of Police shall have the discretion to relax this condition from time to time as needed after consultation with, and approval of, the City Manager, who shall thereafter notify the Mayor and Council.

4. That a certified copy of this Resolution shall be provided to each of the following:

- (a) State of New Jersey Division of Alcoholic Beverage Control;
- (b) Steinbach Liquor Lic. LLC, trading as Asbury Ale House;
- (c) Police Chief David Kelso;
- (d) Donna M. Vieiro, City Manager; and
- (e) Frederick C. Raffetto, Esq., City Attorney

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-270 which was finally adopted by the City Council at a meeting held on the 14th day of June, 2023

CERTIFIED BY ME THIS 15th DAY OF June, 2023.


 Lisa Esposito, City Clerk 6/15/2023

LISA ESPOSITO
 CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 14, 2023
RESOLUTION SUMMARY

2023-271

Resolution Approving 2023-2024 Alcoholic Beverage Control License for Stella Marina in the City of Asbury Park, County of Monmouth, New Jersey



RESOLUTION NO. 2023-271

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

RESOLUTION APPROVING 2023-2024 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR AP RESTAURANT 1 LLC-D/B/A/ STELLA MARINA IN THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, NEW JERSEY

WHEREAS, an application has heretofore been filed with the City Clerk to renew Alcoholic Beverage License control license 1303-33-021-008, AP Restaurant 1, LLC d/b/a Stella Marina; and

WHEREAS, the Chief of Police has reviewed said application and recommends renewal without reservation; and

WHEREAS, the following applicant is in compliance with the Division of Taxation and has paid renewal fees to the City of Asbury Park and the Division of Alcoholic Beverage Control.

WHEREAS, the following existing special conditions will remain in place;

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.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park in the County of Monmouth and State of New Jersey, that the following Alcoholic Beverage License in the City of Asbury Park for the period from July 1, 2023 until June 30, 2024, is hereby renewed with the following existing special conditions:

BE IT FURTHER RESOLVED that the City Clerk shall sign and deliver each license to the licensee designated.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-271 which was finally adopted by the City Council at a meeting held on the 14th day of June, 2023

CERTIFIED BY ME THIS 15th DAY OF June, 2023.



Lisa Esposito, City Clerk 6/15/2023

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 14, 2023
RESOLUTION SUMMARY

2023-272

Resolution Approving 2023-2024 Alcoholic Beverage Control License for AP Restaurant II-d/b/a/ Watermark in the City of Asbury Park, County of Monmouth, New Jersey



RESOLUTION NO. 2023-272

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

RESOLUTION APPROVING 2023-2024 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR AP RESTAURANT II-D/B/A/ WATERMARK IN THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, NEW JERSEY

WHEREAS, an application has heretofore been filed with the City Clerk to renew Alcoholic Beverage License control license 1303-32-026-009, AP Restaurant II. d/b/a Watermark; and

WHEREAS, the Chief of Police has reviewed said application and recommends renewal without reservation; and

WHEREAS, the following applicant is in compliance with the Division of Taxation and has paid renewal fees to the City of Asbury Park and the Division of Alcoholic Beverage Control.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park in the County of Monmouth and State of New Jersey, that the following Alcoholic Beverage License in the City of Asbury Park for the period from July 1, 2023 until June 30, 2024, is hereby renewed with the following existing special conditions:

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

Watermark

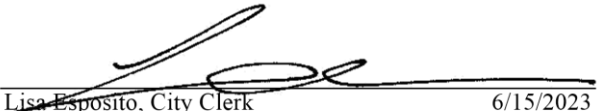
1. The security and bar staff shall clean sidewalks and curbs adjacent to the property nightly after club nights and in the morning following club nights.
2. The establishment must adhere to the Property Maintenance Code, Chapter XIII of the City Code.

BE IT FURTHER RESOLVED that the City Clerk shall sign and deliver each license to the licensee designated.

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

NO. 2023-272 which was finally adopted by the City Council at a meeting held on the 14th day of June, 2023

CERTIFIED BY ME THIS 15th DAY OF June, 2023.



Lisa Esposito, City Clerk 6/15/2023

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 14, 2023
RESOLUTION SUMMARY

2023-273

Resolution Approving 2023-2024 Alcoholic Beverage Control License for The Stone Pony in the City of Asbury Park, County of Monmouth, New Jersey



RESOLUTION NO. 2023-273

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

RESOLUTION APPROVING 2023-2024 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR STONE PONY LIQUOR LICENSE , LLC-D/B/A/ THE STONE PONY IN THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, NEW JERSEY

WHEREAS, an application has heretofore been filed with the City Clerk to renew Alcoholic Beverage License control license 1303-33-027-010, Stone Pony Liquor License, LLC d/b/a The Stone Pony; and

WHEREAS, the Chief of Police has reviewed said application and recommends renewal without reservation; and

WHEREAS, the following applicant is in compliance with the Division of Taxation and has paid renewal fees to the City of Asbury Park and the Division of Alcoholic Beverage Control.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park in the County of Monmouth and State of New Jersey, that the following Alcoholic Beverage License in the City of Asbury Park for the period from July 1, 2023 until June 30, 2024, is hereby renewed with the following existing special conditions:

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

Existing 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.
4. 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.

1303-33-027-010, Stone Pony Liquor License, LLC 901-909 Ocean Ave. Asbury Park, NJ

BE IT FURTHER RESOLVED that the City Clerk shall sign and deliver each license to the licensee designated.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-273 which was finally adopted by the City Council at a meeting held on the 14th day of June, 2023

CERTIFIED BY ME THIS 15th DAY OF June, 2023.



Lisa Esposito, City Clerk 6/15/2023

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 14, 2023
RESOLUTION SUMMARY

2023-274

Resolution Approving 2023-2024 Alcoholic Beverage Control License for R BAR in the City of Asbury Park, County of Monmouth, New Jersey



RESOLUTION NO. 2023-274

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

RESOLUTION APPROVING 2023-2024 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR RBAR AP, LLC IN THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, NEW JERSEY

WHEREAS, an application has heretofore been filed with the City Clerk to renew Alcoholic Beverage License control license 1303-33-029-008 RBAR AP, LLC;
and

WHEREAS, the Chief of Police has reviewed said application and recommends renewal without reservation; and

WHEREAS, the application appears to be in proper form, has paid renewal fees to City of Asbury Park and the Division of ABC and subject to review and approval by the Division of Alcoholic Beverage Control.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park in the County of Monmouth and State of New Jersey, that the following Alcoholic Beverage License in the City of Asbury Park for the period from July 1, 2023 until June 30, 2024, is hereby renewed:

1303-33-029-008- RBAR AP, LLC- 114 Main Street, Asbury Park, NJ

BE IT FURTHER RESOLVED that the City Clerk shall sign and deliver each license to the licensee designated.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-274 which was finally adopted by the City Council at a meeting held on the 14th day of June, 2023

CERTIFIED BY ME THIS 15th DAY OF June, 2023.



~~Lisa Esposito, City Clerk~~ 6/15/2023

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 14, 2023
RESOLUTION SUMMARY

2023-275

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 2023-2024 Licensing Year



RESOLUTION NO. 2023-275

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

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 2023-2024 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 2023-2024 Licensing Year; and

WHEREAS, Police Chief Kelso issued a Memo dated June 13, _____ 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 Police Chief made the following recommendations to the following special conditions:

1. The Licensee shall hire two (2) off-duty police officers and two (2) security guards 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.
 - (a) One Security Officer shall be positioned at front entrance of Capitoline.
 - (b) One Security Officer shall be positioned at front entrance of Bond Street Bar.
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, 2023 to June 30, 2024 with the following special conditions:

1. The Licensee shall hire two (2) off-duty police officers and two (2) security guards 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.
 - (a) One Security Officer shall be positioned at front entrance of Capitoline.
 - (b) One Security Officer shall be positioned at front entrance of Bond Street Bar.
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.
4. The Chief of Police shall have the discretion to relax this condition from time to time as needed after consultation with, and approval of, the City Manager, who shall thereafter notify the Mayor and Council.

B. This Resolution shall take effect immediately.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-275 which was finally adopted by the City Council at a meeting held on the 14th day of June, 2023

CERTIFIED BY ME THIS 15th DAY OF June, 2023.


 Lisa Esposito, City Clerk 6/15/2023

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 14, 2023
RESOLUTION SUMMARY

2023-276

Resolution Approving 2023-2024 Alcoholic Beverage Control License for 1411 Kingsley Street, LLC, the City of Asbury Park, County of Monmouth, New Jersey



RESOLUTION NO. 2023-276

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

RESOLUTION APPROVING 2023-2024 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR 1411 KINGSLEY STREET, LLC, THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, NEW JERSEY

WHEREAS, an application has heretofore been filed with the City Clerk to renew Alcoholic Beverage License control license 1303-33-037-008; and

WHEREAS, the Chief of Police has reviewed said application and recommends renewal without reservation; and

WHEREAS, the application appears to be in proper form, has paid renewal fees to City of Asbury Park and the Division of ABC and subject to review and approval by the Division of Alcoholic Beverage Control.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park in the County of Monmouth and State of New Jersey, that the following Alcoholic Beverage License in the City of Asbury Park for the period from July 1, 2023 until June 30, 2024, is hereby renewed:

1303-33-037-008 1411 Kingsley Street, LLC.
(1409 Kingsley Street, Asbury Park, NJ)

BE IT FURTHER RESOLVED that the City Clerk shall sign and deliver each license to the licensee designated.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-276 which was finally adopted by the City Council at a meeting held on the 14th day of June, 2023

CERTIFIED BY ME THIS 15th DAY OF June, 2023.



~~Lisa Esposito, City Clerk~~ 6/15/2023

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 14, 2023
RESOLUTION SUMMARY

2023-277

Resolution Approving 2023-2024 Alcoholic Beverage Control License for Taka Restaurant in the City of Asbury Park, County of Monmouth, New Jersey



RESOLUTION NO. 2023-277

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

RESOLUTION APPROVING 2023-2024 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR TBD, INC.-D/B/A/ TAKA RESTAURANT IN THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, NEW JERSEY

WHEREAS, an application has heretofore been filed with the City Clerk to renew Alcoholic Beverage License control license 1303-33-041-010 TBD, Inc. d/b/a Taka Restaurant; and

WHEREAS, the Chief of Police has reviewed said application and recommends renewal without reservation; and

WHEREAS, the following applicant is in compliance with the Division of Taxation and has paid renewal fees to the City of Asbury Park and the Division of Alcoholic Beverage Control.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park in the County of Monmouth and State of New Jersey, that the following Alcoholic Beverage License in the City of Asbury Park for the period from July 1, 2023 until June 30, 2024, is hereby renewed:

1303-33-041-010 TBD, Inc.-d/b/a TAKA Restaurant, 660 Cookman Avenue, Asbury Park, NJ
07712

BE IT FURTHER RESOLVED that the City Clerk shall sign and deliver each license to the licensee designated.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-277 which was finally adopted by the City Council at a meeting held on the 14th day of June, 2023

CERTIFIED BY ME THIS 15th DAY OF June, 2023.



~~Lisa Esposito, City Clerk~~ 6/15/2023

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 14, 2023
RESOLUTION SUMMARY

2023-278

Resolution Approving 2023-2024 Alcoholic Beverage Control License for Raspberry Moon, Inc.-d/b/a/ Moonstruck Restaurant & lounge in the City of Asbury Park, County of Monmouth, New Jersey



RESOLUTION NO. 2023-278

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

RESOLUTION APPROVING 2023-2024 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR RASPBERRY MOON, INC.-D/B/A/ MOONSTRUCK RESTAURANT & LOUNGE IN THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, NEW JERSEY

WHEREAS, an application has heretofore been filed with the City Clerk to renew Alcoholic Beverage License control license 1303-33-042-006 Raspberry Moon, Inc. d/b/a Moonstruck Restaurant & Lounge; and

WHEREAS, the Chief of Police has reviewed said application and recommends renewal without reservation; and

WHEREAS, the application appears to be in proper form, has paid renewal fees to City of Asbury Park and the Division of ABC and subject to review and approval by the Division of Alcoholic Beverage Control.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park in the County of Monmouth and State of New Jersey, that the following Alcoholic Beverage License in the City of Asbury Park for the period from July 1, 2023 until June 30, 2024, is hereby renewed:

1303-33-042-006 Raspberry Moon, Inc.
(d/b/a Moonstruck Restaurant & Lounge, 517 Lake Ave, Asbury Park, NJ)

BE IT FURTHER RESOLVED that the City Clerk shall sign and deliver each license to the licensee designated.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-278 which was finally adopted by the City Council at a meeting held on the 14th day of June, 2023

CERTIFIED BY ME THIS 15th DAY OF June, 2023.



~~Lisa Esposito, City Clerk~~ 6/15/2023

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 14, 2023
RESOLUTION SUMMARY

2023-279

Resolution Approving 2023-2024 Alcoholic Beverage Control License for AP Restaurant V, LLC in the City of Asbury Park, County of Monmouth, New Jersey



RESOLUTION NO. 2023-279

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

RESOLUTION APPROVING 2023-2024 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR AP RESTAURANT V LLC, IN THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, NEW JERSEY

WHEREAS, an application has heretofore been filed with the City Clerk to renew Alcoholic Beverage License control license 1303-33-044-016 AP Restaurant V, LLC; and

WHEREAS, AP Restaurant V, LLC has been inactive since September 11, 2019; and

WHEREAS, the license holder has applied and has approval for a special ruling from the Director for the 2023-2024 license term. (Job#590406)

WHEREAS, the Chief of Police has reviewed said applications and recommends renewal without reservation; and

WHEREAS, the application appears to be in proper form, subject to review and approval by the Division of Alcoholic Beverage Control.

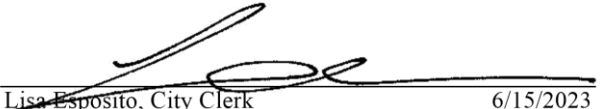
NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park in the County of Monmouth and State of New Jersey, that the following Alcoholic Beverage License in the City of Asbury Park for the period from July 1, 2023 until June 30, 2024, is hereby renewed:

1303-33-044-016 AP Restaurant V, LLC (Pocket License)

BE IT FURTHER RESOLVED that the City Clerk shall sign and deliver each license to the licensee designated.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-279 which was finally adopted by the City Council at a meeting held on the 14th day of June, 2023

CERTIFIED BY ME THIS 15th DAY OF June, 2023.



Lisa Esposito, City Clerk 6/15/2023

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 14, 2023
RESOLUTION SUMMARY

2023-280

Resolution Approving 2023-2024 Alcoholic Beverage Control License for 1101 Ocean Ave Venture, LLC in the City of Asbury Park, County of Monmouth, New Jersey. Asbury Ocean Club Hotel



RESOLUTION NO. 2023-280

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

RESOLUTION APPROVING 2023-2024 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR 1101 OCEAN AVE VENTURE, LLC IN THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, NEW JERSEY

WHEREAS, an application has heretofore been filed with the City Clerk to renew Alcoholic Beverage License control license 1303-33-008-011, 1101 Ocean Ave Venture LLC; and

WHEREAS, the Chief of Police has reviewed said application and recommends renewal without reservation; and

WHEREAS, the following applicant is in compliance with the Division of Taxation and has paid renewal fees to the City of Asbury Park and the Division of Alcoholic Beverage Control.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park in the County of Monmouth and State of New Jersey, that the following Alcoholic Beverage License in the City of Asbury Park for the period from July 1, 2023 until June 30, 2024, is hereby renewed:

1303-33-008-011 1101 Ocean Ave Venture, LLC- Asbury Ocean Club Hotel 1100 Ocean Avenue, Asbury Park, NJ.

BE IT FURTHER RESOLVED that the City Clerk shall sign and deliver each license to the licensee designated.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-280 which was finally adopted by the City Council at a meeting held on the 14th day of June, 2023

CERTIFIED BY ME THIS 15th DAY OF June, 2023.



~~Lisa Esposito~~, City Clerk 6/15/2023

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 14, 2023
RESOLUTION SUMMARY

2023-281

Resolution Approving 2023-2024 Alcoholic Beverage Control License for Convention Hall Concessions (Beach Bar)t in the City of Asbury Park, County of Monmouth, New Jersey



RESOLUTION NO. 2023-281

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

RESOLUTION APPROVING 2023-2024 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR AP THIRTY PROPERTY HOLDINGS, LLC-D/B/A/ CONVENTION HALL CONCESSIONS (BEACH BAR) IN THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, NEW JERSEY

WHEREAS, an application has heretofore been filed with the City Clerk to renew Alcoholic Beverage License control license 1303-33-047-010- AP Thirty Property Holdings LLC, d/b/a Convention Hall Concessions (The Beach Bar); and

WHEREAS, the Chief of Police has reviewed said application and recommends renewal without reservation; and

WHEREAS, the following applicant is in compliance with the Division of Taxation and has paid renewal fees to the City of Asbury Park and the Division of Alcoholic Beverage Control.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park in the County of Monmouth and State of New Jersey, that the following Alcoholic Beverage License in the City of Asbury Park for the period from July 1, 2023 until June 30, 2024, is hereby renewed:

1303-33-047-010 AP Thirty Property Holdings, LLC- 1100 Ocean Avenue, Asbury Park, NJ

BE IT FURTHER RESOLVED that the City Clerk shall sign and deliver each license to the licensee designated.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-281 which was finally adopted by the City Council at a meeting held on the 14th day of June, 2023

CERTIFIED BY ME THIS 15th DAY OF June, 2023.



~~Lisa Esposito~~, City Clerk 6/15/2023

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 14, 2023
RESOLUTION SUMMARY

2023-282

Resolution Approving 2023-2024 Alcoholic Beverage Control License for Asbury Festhalle & Biergarten in the City of Asbury Park, County of Monmouth, New Jersey



RESOLUTION NO. 2023-282

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

RESOLUTION APPROVING 2023-2024 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR ABG LIQUOR HOLDINGS, LLC-D/B/A/ ASBURY FESTHALLE & BIERGARTEN IN THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, NEW JERSEY

WHEREAS, an application has heretofore been filed with the City Clerk to renew Alcoholic Beverage License control license 1303-33-049-012, ABG Liquor Holding, LLC d/b/a Asbury Festhalle & Biergarten; and

WHEREAS, the Chief of Police has reviewed said application and recommends renewal without reservation; and

WHEREAS, the following applicant is in compliance with the Division of Taxation and has paid renewal fees to the City of Asbury Park and the Division of Alcoholic Beverage Control.

WHEREAS, the following existing special conditions will remain in place;

1303-33-049-012 ABG Liquor Holdings, LLC 527 Lake Ave. Asbury Festhalle & Biergarten

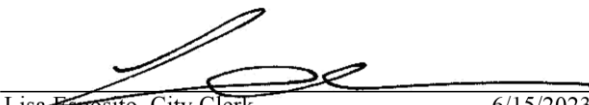
1. The security and bar staff shall clean sidewalks and curbs adjacent to the property nightly after club nights and in the morning following club nights.
2. The establishment must adhere to the Property Maintenance Code, Chapter XIII of the City Code.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park in the County of Monmouth and State of New Jersey, that the following Alcoholic Beverage License in the City of Asbury Park for the period from July 1, 2023 until June 30, 2024, is hereby renewed with the following existing special conditions:

BE IT FURTHER RESOLVED that the City Clerk shall sign and deliver each license to the licensee designated.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-282 which was finally adopted by the City Council at a meeting held on the 14th day of June, 2023

CERTIFIED BY ME THIS 15th DAY OF June, 2023.



Lisa Esposito, City Clerk 6/15/2023

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 14, 2023
RESOLUTION SUMMARY

2023-283

Resolution Approving a Liquor License with Special Conditions for Johnny Mac House of Spirits LLC d/ba/ Johnny Mac's for the 2023-2024 Licensing Year



RESOLUTION NO. 2023-283

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

RESOLUTION APPROVING A LIQUOR LICENSE WITH SPECIAL CONDITIONS FOR JOHNNY MAC HOUSE OF SPIRITS, LLC D/B/A JOHNNY MAC'S FOR THE 2023-2024 LICENSING YEAR

WHEREAS, Johnny Mac House of Spirits, 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 2023-2024 Licensing Year; and

WHEREAS, Police Chief Kelso issued an initial 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 Police Chief issued a memo dated June, 13, ____, that the following special conditions be continued as part of the license for the 2023-2024 licensing year:

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 of Police shall have the discretion to relax this condition from time to time as needed after consultation with, and approval of, the City Manager, who shall thereafter notify the Mayor and Council.

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, 2023 to June 30, 2024 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.

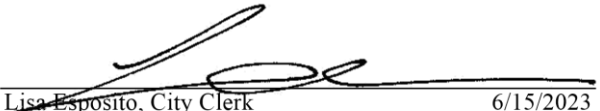
3. The Licensee shall hire two (2) off-duty police officers on Fridays and Saturdays, and nights before holidays from 10:30 p.m. to 2:30 a.m. from the weekend after Labor Day through the weekend before Memorial Day.
4. The security and bar staff shall clean sidewalks and curbs adjacent to the property 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 of Police shall have the discretion to relax this condition from time to time as needed after consultation with, and approval of, the City Manager, who shall thereafter notify the Mayor and Council.

B. This Resolution shall take effect immediately.

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

NO. 2023-283 which was finally adopted by the City Council at a meeting held on the 14th day of June, 2023

CERTIFIED BY ME THIS 15th DAY OF June, 2023.



Lisa Esposito, City Clerk 6/15/2023

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 14, 2023
RESOLUTION SUMMARY

2023-284

Resolution Approving 2023-2024 Alcoholic Beverage Control License for Tides in the City of Asbury Park, County of Monmouth, New Jersey



RESOLUTION NO. 2023-284

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

RESOLUTION APPROVING 2023-2024 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR ICONIC SAINT LAURENT, AP DRINK LLC D/B/A TIDES IN THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, NEW JERSEY

WHEREAS, an application has heretofore been filed with the City Clerk to renew Alcoholic Beverage License control license 1303-33-053-1011. Iconic Saint Laurent, AP Drink LLC ; and

WHEREAS, the Chief of Police has reviewed said application and recommends renewal without reservation; and

WHEREAS, the following applicant is in compliance with the Division of Taxation and has paid renewal fees to the City of Asbury Park and the Division of Alcoholic Beverage Control.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park in the County of Monmouth and State of New Jersey, that the following Alcoholic Beverage License in the City of Asbury Park for the period from July 1, 2023 until June 30, 2024, is hereby renewed:

1303-33-053-011 Iconic Saint Laurent, AP Drink LLC d/b/a Tides
408 Seventh Avenue

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

BE IT FURTHER RESOLVED that the City Clerk shall sign and deliver each license to the licensee designated.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-284 which was finally adopted by the City Council at a meeting held on the 14th day of June, 2023

CERTIFIED BY ME THIS 15th DAY OF June, 2023.



Lisa Esposito, City Clerk 6/15/2023

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 14, 2023
RESOLUTION SUMMARY

2023-285

House of Independents Liquor License Renewal for the 2023-2024 term.



RESOLUTION NO. 2023-285

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

RESOLUTION APPROVING 2023-2024 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR HOUSE OF INDEPENDENTS, LLC IN THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, NEW JERSEY

WHEREAS, an application has heretofore been filed with the City Clerk to renew Alcoholic Beverage License control license 1303-33-054-009 House of Independents, LLC; and

WHEREAS, the Chief of Police has reviewed said application and recommends renewal without reservation; and

WHEREAS, the application appears to be in proper form, has paid renewal fees to City of Asbury Park and the Division of ABC and subject to review and approval by the Division of Alcoholic Beverage Control.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park in the County of Monmouth and State of New Jersey, that the following Alcoholic Beverage License in the City of Asbury Park for the period from July 1, 2023 until June 30, 2024, is hereby renewed:

1303-33-054-009- House of Independents, LLC- 550-572 Cookman Ave, Asbury Park, NJ

BE IT FURTHER RESOLVED that the City Clerk shall sign and deliver each license to the licensee designated.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-285 which was finally adopted by the City Council at a meeting held on the 14th day of June, 2023

CERTIFIED BY ME THIS 15th DAY OF June, 2023.



~~Lisa Esposito~~, City Clerk 6/15/2023

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 14, 2023
RESOLUTION SUMMARY

2023-286

Resolution Approving 2023-2024 Alcoholic Beverage Control License for Pascal & Sabine in the City of Asbury Park, County of Monmouth, New Jersey



RESOLUTION NO. 2023-286

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

RESOLUTION APPROVING 2023-2024 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR HEMMINGS AT ASBURY, LLC.-D/B/A/ PASCAL & SABINE IN THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, NEW JERSEY

WHEREAS, an application has heretofore been filed with the City Clerk to renew Alcoholic Beverage License control license 1303-33-055-004 Hemmings at Asbury, LLC d/b/a Pascal & Sabine; and

WHEREAS, the Chief of Police has reviewed said application and recommends renewal without reservation; and

WHEREAS, the following applicant is in compliance with the Division of Taxation and has paid renewal fees to the City of Asbury Park and the Division of Alcoholic Beverage Control.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park in the County of Monmouth and State of New Jersey, that the following Alcoholic Beverage License in the City of Asbury Park for the period from July 1, 2023 until June 30, 2024, is hereby renewed:

1303-33-055-004 Hemmings at Asbury, LLC. -d/b/a Pascal & Sabine
601 Bangs Avenue, Asbury Park, New Jersey 07712

BE IT FURTHER RESOLVED that the City Clerk shall sign and deliver each license to the licensee designated.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-286 which was finally adopted by the City Council at a meeting held on the 14th day of June, 2023

CERTIFIED BY ME THIS 15th DAY OF June, 2023.



~~Lisa Esposito, City Clerk~~ 6/15/2023

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 14, 2023
RESOLUTION SUMMARY

2023-287

Resolution Approving 2023-2024 Alcoholic Beverage Control License for McLoone's Asbury Park, LLC.-d/b/a/ The Robinson Ale House/Supper Club/Iron Whale Restaurant in the City of Asbury Park, County of Monmouth, New Jersey



RESOLUTION NO. 2023-287

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

RESOLUTION APPROVING 2023-2024 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR MCLOONE'S ASBURY PARK, LLC.-D/B/A/ THE ROBINSON ALE HOUSE/SUPPER CLUB/IRON WHALE RESTAURANT IN THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, NEW JERSEY

WHEREAS, an application has heretofore been filed with the City Clerk to renew Alcoholic Beverage License control license 1303-33-056-008 McLoones's Asbury Park, LLC. d/b/a Robinson Ale House/Supper Club/ Iron Whale Restaurant; and

WHEREAS, the Chief of Police has reviewed said application and recommends renewal without reservation; and

WHEREAS, the application appears to be in proper form, subject to review and approval by the Division of Alcoholic Beverage Control.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park in the County of Monmouth and State of New Jersey, that the following Alcoholic Beverage License in the City of Asbury Park for the period from July 1, 2023 until June 30, 2024, is hereby renewed:

1303-33-056-008 McLoones Asbury Park, LLC. (d/b/a The Robinson Ale House/Supper Club/Iron Whale Restaurant, 1213 Boardwalk Avenue)

BE IT FURTHER RESOLVED that the City Clerk shall sign and deliver each license to the licensee designated.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-287 which was finally adopted by the City Council at a meeting held on the 14th day of June, 2023

CERTIFIED BY ME THIS 15th DAY OF June, 2023.



~~Lisa Esposito~~, City Clerk 6/15/2023

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 14, 2023
RESOLUTION SUMMARY

2023-288

Resolution Approving 2023-2024 Alcoholic Beverage Control License for The Wonder Bar in the City of Asbury Park, County of Monmouth, New Jersey



RESOLUTION NO. 2023-288

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

RESOLUTION APPROVING 2023-2024 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR AP RESTAURANT III, LLC-D/B/A/ THE WONDER BAR IN THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, NEW JERSEY

WHEREAS, an application has heretofore been filed with the City Clerk to renew Alcoholic Beverage License control license 1303-33-059-010, AP Restaurant III, LLC d/b/a The Wonder bar; and

WHEREAS, the Chief of Police has reviewed said application and recommends renewal without reservation; and

WHEREAS, the following applicant is in compliance with the Division of Taxation and has paid renewal fees to the City of Asbury Park and the Division of Alcoholic Beverage Control.

WHEREAS, the following existing special conditions will remain in place;

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

*Special Condition: The outside licensed area on the south side of the premise 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.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park in the County of Monmouth and State of New Jersey, that the following Alcoholic Beverage License in the City of Asbury Park for the period from July 1, 2023 until June 30, 2024, is hereby renewed with the following existing special conditions:

1303-33-059-010, AP Restaurant III, LLC d/b/a The Wonder Bar, 1100 Ocean Ave. Asbury Park, NJ

BE IT FURTHER RESOLVED that the City Clerk shall sign and deliver each license to the licensee designated.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-288 which was finally adopted by the City Council at a meeting held on the 14th day of June, 2023

CERTIFIED BY ME THIS 15th DAY OF June, 2023.



Lisa Esposito, City Clerk 6/15/2023

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 14, 2023
RESOLUTION SUMMARY

2023-289

Resolution Approving 2023-2024 Alcoholic Beverage Control License for The Berkeley Hotel in the City of Asbury Park, County of Monmouth, New Jersey



RESOLUTION NO. 2023-289

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

RESOLUTION APPROVING 2023-2024 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR ASBURY F&B , LLC-D/B/A/ THE BERKELEY HOTEL IN THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, NEW JERSEY

WHEREAS, an application has heretofore been filed with the City Clerk to renew Alcoholic Beverage License control license 1303-36-066-003, Asbury F&B, LLC d/b/a The Berkeley Hotel; and

WHEREAS, the Chief of Police has reviewed said application and recommends renewal without reservation; and

WHEREAS, the following applicant is in compliance with the Division of Taxation and has paid renewal fees to the City of Asbury Park and the Division of Alcoholic Beverage Control.

WHEREAS, the following existing special conditions will remain in place;

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park in the County of Monmouth and State of New Jersey, that the following Alcoholic Beverage License in the City of Asbury Park for the period from July 1, 2023 until June 30, 2024, is hereby renewed with the following existing special conditions:

BE IT FURTHER RESOLVED that the City Clerk shall sign and deliver each license to the licensee designated.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-289 which was finally adopted by the City Council at a meeting held on the 14th day of June, 2023

CERTIFIED BY ME THIS 15th DAY OF June, 2023.



Lisa Esposito, City Clerk 6/15/2023

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 14, 2023
RESOLUTION SUMMARY

2023-290

Resolution Approving 2023-2024 Alcoholic Beverage Control License for Pettibone Paradise, LLC, d/b/a Empress Hotel/Paradise in the City of Asbury Park, County of Monmouth, New Jersey



RESOLUTION NO. 2023-290

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

RESOLUTION APPROVING 2023-2024 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR PETTIBONE PARADISE, LLC, D/B/A EMPRESS HOTEL/PARADISE IN THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, NEW JERSEY

WHEREAS, an application has heretofore been filed with the City Clerk to renew Alcoholic Beverage License control license 1303-36-068-002, Pettibone Paradise LLC d/b/a The Empress Hotel/Paradise; and

WHEREAS, the Chief of Police has reviewed said application and recommends renewal without reservation; and

WHEREAS, the following applicant is in compliance with the Division of Taxation and has paid renewal fees to the City of Asbury Park and the Division of Alcoholic Beverage Control.

NOW, THEREFORE, BE IT RESOLVED, that the Alcoholic Beverage License be granted with the following special conditions imposed by the Mayor and City Council of the City of Asbury Park in the County of Monmouth and State of New Jersey, and that the following Alcoholic Beverage License in the City of Asbury Park for the period from July 1, 2023 until June 30, 2024, is hereby renewed:

**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.

BE IT FURTHER RESOLVED that the City Clerk shall sign and deliver each license to the licensee designated.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-290 which was finally adopted by the City Council at a meeting held on the 14th day of June, 2023

CERTIFIED BY ME THIS 15th DAY OF June, 2023.



Lisa Esposito, City Clerk 6/15/2023

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 14, 2023
RESOLUTION SUMMARY

2023-291

Resolution Approving 2023-2024 Alcoholic Beverage Control License for The Asbury Hotel in the City of Asbury Park, County of Monmouth, New Jersey



RESOLUTION NO. 2023-291

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

RESOLUTION APPROVING 2023-2024 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR 210 5TH AVE. VENTURE URBAN RENEWAL, LLC, D/B/A THE ASBURY HOTEL IN THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, NEW JERSEY

WHEREAS, 210 5th Ave. Venture Urban Renewal LLC (with its member Si Op Co AP LLC) (the “**Licensee**”) is the holder of license number 1303-36-069-002 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 2023-2024 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 _____ 2023; and

WHEREAS, the City Council reviewed the application and the Police Department’s report at its May 5 2021, 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 2023-2024 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, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-291 which was finally adopted by the City Council at a meeting held on the 14th day of June, 2023

CERTIFIED BY ME THIS 15th DAY OF June, 2023.



Lisa Esposito, City Clerk 6/15/2023

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 14, 2023
RESOLUTION SUMMARY

2023-292

Resolution Approving 2023-2024 Alcoholic Beverage Control License for 934 SHIV, LLC.-
d/b/a/ Lush in the City of Asbury Park, County of Monmouth, New Jersey



RESOLUTION NO. 2023-292

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

RESOLUTION APPROVING 2023-2024 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR 934 SHIV, LLC.-D/B/A/ LUSH IN THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, NEW JERSEY

WHEREAS, an application has heretofore been filed with the City Clerk to renew Alcoholic Beverage License control license 1303-44-011-012 d/b/a Lush; and

WHEREAS, the Chief of Police has reviewed said application and recommends renewal without reservation; and

WHEREAS, the application appears to be in proper form, has paid renewal fees to City of Asbury Park and the Division of ABC and subject to review and approval by the Division of Alcoholic Beverage Control.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park in the County of Monmouth and State of New Jersey, that the following Alcoholic Beverage License in the City of Asbury Park for the period from July 1, 2023 until June 30, 2024, is hereby renewed:

1303-44-011-012 (d/b/a LUSH, 700 Cookman Ave, Asbury Park, NJ)

BE IT FURTHER RESOLVED that the City Clerk shall sign and deliver each license to the licensee designated.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-292 which was finally adopted by the City Council at a meeting held on the 14th day of June, 2023

CERTIFIED BY ME THIS 15th DAY OF June, 2023.



~~Lisa Esposito~~, City Clerk 6/15/2023

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 14, 2023
RESOLUTION SUMMARY

2023-293

Resolution Approving 2023-2024 Alcoholic Beverage Control License for Sarawati, Inc.,-d/b/a/
Mak on Main Liquors in the City of Asbury Park, County of Monmouth, New Jersey



RESOLUTION NO. 2023-293

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

RESOLUTION APPROVING 2023-2024 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR SRI SARAWATI, INC-D/B/A/ MAK ON MAIN LIQUORS IN THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, NEW JERSEY

WHEREAS, an application has heretofore been filed with the City Clerk to renew Alcoholic Beverage License control license 1303-44-039-007, SRI Sarawati, Inc, d/b/a Mak on Main Liquors; and

WHEREAS, the Chief of Police has reviewed said application and recommends renewal without reservation; and

WHEREAS, the following applicant is in compliance with the Division of Taxation and has paid renewal fees to the City of Asbury Park and the Division of Alcoholic Beverage Control.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park in the County of Monmouth and State of New Jersey, that the following Alcoholic Beverage License in the City of Asbury Park for the period from July 1, 2023 until June 30, 2024, is hereby renewed with the following special conditions:

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

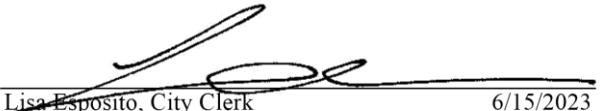
1303-44-039-007, SRI Sarawati, Inc. -d/b/a Mak on Main Liquors, 1500 Main Street, Asbury Park, NJ

BE IT FURTHER RESOLVED that the City Clerk shall sign and deliver each license to the licensee designated.

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

NO. 2023-293 which was finally adopted by the City Council at a meeting held on the 14th day of June, 2023

CERTIFIED BY ME THIS 15th DAY OF June, 2023.



Lisa Esposito, City Clerk 6/15/2023

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 14, 2023
RESOLUTION SUMMARY

2023-294

Resolution Approving 2023-2024 Alcoholic Beverage Control License for 614 Liquor License, LLC in the City of Asbury Park, County of Monmouth, New Jersey



RESOLUTION NO. 2023-294

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

RESOLUTION APPROVING 2023-2024 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR 614 LIQUOR LICENSE, LLC IN THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, NEW JERSEY

WHEREAS, an application has heretofore been filed with the City Clerk to renew Alcoholic Beverage License control license 614 Liquor License LLC; and

WHEREAS, the 614 Liquor License, LLC has been inactive since July 1, 2018; and

WHEREAS, the license holder has applied and has approval for a special ruling from the Director for the 2023-2024 license term. (Job#510056)

WHEREAS, the Chief of Police has reviewed said applications and recommends renewal without reservation; and

WHEREAS, the application appears to be in proper form, subject to review and approval by the Division of Alcoholic Beverage Control.

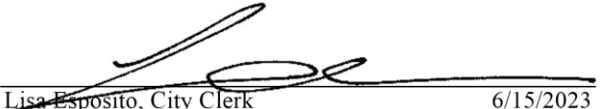
NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park in the County of Monmouth and State of New Jersey, that the following Alcoholic Beverage License in the City of Asbury Park for the period from July 1, 2023 until June 30, 2024, is hereby renewed:

1303-33-058-012 - 614 Liquor License, LLC (Pocket License)

BE IT FURTHER RESOLVED that the City Clerk shall sign and deliver each license to the licensee designated.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-294 which was finally adopted by the City Council at a meeting held on the 14th day of June, 2023

CERTIFIED BY ME THIS 15th DAY OF June, 2023.



Lisa Esposito, City Clerk 6/15/2023

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 14, 2023
RESOLUTION SUMMARY

2023-295

Resolution Approving 2023-2024 Alcoholic Beverage Control License for 1211 Main Street, LLC in the City of Asbury Park, County of Monmouth, New Jersey



RESOLUTION NO. 2023-295

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

RESOLUTION APPROVING 2023-2024 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR 1211 MAIN STREET, LLC IN THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, NEW JERSEY

WHEREAS, an application has heretofore been filed with the City Clerk to renew Alcoholic Beverage License control license 1303-33-025-005 1211 Main Street, LLC; and

WHEREAS, 1211 Main Street, LLC has been inactive; and

WHEREAS, the license holder has applied and has approval for a special ruling from the Director for the 2023-2024 license term. (Job#583980)

WHEREAS, the Chief of Police has reviewed said applications and recommends renewal without reservation; and

WHEREAS, the application appears to be in proper form, subject to review and approval by the Division of Alcoholic Beverage Control.

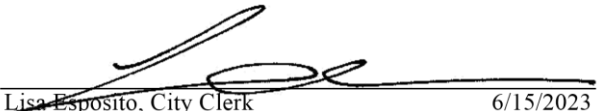
NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park in the County of Monmouth and State of New Jersey, that the following Alcoholic Beverage License in the City of Asbury Park for the period from July 1, 2023 until June 30, 2024, is hereby renewed:

1303-33-025-005 -1211 Main Street, LLC (Pocket License)

BE IT FURTHER RESOLVED that the City Clerk shall sign and deliver each license to the licensee designated.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-295 which was finally adopted by the City Council at a meeting held on the 14th day of June, 2023

CERTIFIED BY ME THIS 15th DAY OF June, 2023.



Lisa Esposito, City Clerk 6/15/2023

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 14, 2023
RESOLUTION SUMMARY

2023-296

Resolution authorizing the payment of bills in the amount of \$4,359,642.58.



RESOLUTION NO. 2023-296

**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 \$4,359,642.58

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	\$ 3,034,689.58
BOARD OF EDUCATION	\$ <u>1,324,953.00</u>
 TOTAL VOUCHERS	 \$ <u>4,359,642.58</u>

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-296 which was finally adopted by the City Council at a meeting held on the 14th day of June, 2023

CERTIFIED BY ME THIS 15th DAY OF June, 2023.

LISA ESPOSITO
CITY CLERK

June 7, 2023
11:44 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
Page No. 1

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

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

Fund: CURRENT
Department: FINANCE
Extd: FINANCIAL ADMINISTRATION

2-01-20-130-000-223	FINANCE Condo Reimbursements					
PARLAN	PARK LANE CONDOMINIUM ASSOC.	22-03224	3rd Q Lighting Reimbursement	85.66	0.00	
PARLAN	PARK LANE CONDOMINIUM ASSOC.	23-00228	2022 4th Q Electric Reimb.	97.70	0.00	
				183.36		
	Extd Total: FINANCIAL ADMINISTRATION			183.36		
	Department Total: FINANCE			183.36		

Department: ENGINEER SERV
Extd: ENGINEERING SERVICES

2-01-20-165-000-209	ENGINEERING SERVICES Fees					
DESIM005	DESIMONE CONSULTING	23-01229	Invoice 66175R Structural Eng	6,881.61	0.00	
	Extd Total: ENGINEERING SERVICES			6,881.61		
	Department Total: ENGINEER SERV			6,881.61		
	CAFR Total:			7,064.97		

Department: FIRE DEPT.
Extd: FIRE DEPARTMENT

2-01-25-265-000-229	FIRE DEPT. Medical Sup.					
TEALIF	TEAM LIFE, INC.	22-02999	Q#12829 ELECTRODES,LITHIUM BAT	1,777.00	0.00	
	Extd Total: FIRE DEPARTMENT			1,777.00		
	Department Total: FIRE DEPT.			1,777.00		
	CAFR Total:			1,777.00		

Department: STREETS & ROAD
Extd: STREETS & ROADS MAINTENANCE

2-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
TAYTOW	TAYLOR'S TOWING	23-01542	#229549 ROVE SWEEPER TOWING	350.00	0.00	
2-01-26-290-000-218	STREETS & ROAD Contract.Serv.					
QUENC005	QUENCH USA, INC.	23-01463	WATER SYSTEM 1/2022 - 5/2023	434.88	0.00	

Attachment: Bill List 6-14-23 (2023-296 : Payment of Bills)

June 7, 2023
11:44 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
Page No. 2

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
2-01-26-290-000-235	STREETS & ROAD Shade Tree Commission					
SUNFAR	SUNSET FARM MARKET GARDEN	23-01518	INVOICES FROM 2022 FLOWERS	321.46	0.00	
	Extd Total: STREETS & ROADS MAINTENANCE			1,106.34		
	Department Total: STREETS & ROAD			1,106.34		
	CAFR Total:			1,106.34		
CAFR:	CURRENT FUND NON BUDGET ACCTS:					
Department:	TAXES PAYABLE:					
Extd:	TAXES PAYABLE:					
2-01-55-001-000-011	ACCOUNTS PAYABLE					
EAGPOI	EAGLE POINT GUN	20-03248	Ammunition Needed For Firearms	604.00	0.00	B
	Extd Total: TAXES PAYABLE:			604.00		
	Department Total: TAXES PAYABLE:			604.00		
	CAFR Total: CURRENT FUND NON BUDGET ACCTS:			604.00		
	Fund Total: CURRENT			10,552.31		
Fund:	SEWER UTILITY: BUDGET:					
Department:	UTILITY OE					
Extd:	SEWER UTILITY O/E: OTHER EXPENSES:					
2-07-55-502-000-202	SEWER UTILITY O/E: Hardware/Tools					
GPCNA092	GPC-NAPA AUTO PARTS	22-00392	Hydraulic Oil Stop Leak	626.32	0.00	
2-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
TMASSO	T & M ASSOCIATES	22-00453	WWTP GAS GENERATOR SERVICES	1,488.50	0.00	B
2-07-55-502-000-234	SEWER UTILITY O/E: ARP Funds					
TMASSO	T & M ASSOCIATES	22-00452	MEMORIAL DR SEWER REPLACEMENT	16,465.21	0.00	B
TMASSO	T & M ASSOCIATES	22-02631	LSRP SERVICES SEWER PLANT UST	2,422.75	0.00	B
SBROT005	S BROTHERS INC.	22-03110	MEMORIAL DRIVE SANITARY SEWER	513,606.61	0.00	B
				532,494.57		
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			534,609.39		
	Department Total: UTILITY OE			534,609.39		
	CAFR Total:			534,609.39		
	Fund Total: SEWER UTILITY: BUDGET:			534,609.39		
	Year Total:			545,161.70		
Fund:	CURRENT					
Department:	ADMINISTRATION					
Extd:	ADMINISTRATION					
3-01-20-100-000-207	ADMINISTRATION Contractual					
VCOMM005	V-COMM LLC	23-01473	Invoice ASP-23-4580 5G	962.50	0.00	
3-01-20-100-000-209	ADMINISTRATION Professional Services					
KYLEM005	KYLE MCMANUS ASSOCIATES LLC	23-01344	Invoice 4367 Afford. HSg.	1,294.00	0.00	
CGPHL005	CGP&H, LLC	23-01416	INVOICE #46922 APRIL 2023	1,515.00	0.00	
KYLEM005	KYLE MCMANUS ASSOCIATES LLC	23-01436	Invoice 4383 General	2,341.00	0.00	

Attachment: Bill List 6-14-23 (2023-296 : Payment of Bills)

June 7, 2023
11:44 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
Page 104 of 105

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
3-01-20-100-000-209 BURGI005	ADMINISTRATION Professional Services Continued BURGIS ASSOCIATES INC.	23-01493	Invoice 42363 Court Master	437.50 5,587.50	0.00	
3-01-20-100-000-211 KEPSPR	ADMINISTRATION Water KEPWEL SPRING WATER	23-01597	ACCT #117290 MAY 2023	605.50	0.00	
	Extd Total: ADMINISTRATION			7,155.50		
	Department Total: ADMINISTRATION			7,155.50		
Department: CENTRAL FUNCTIONS						
Extd: CENTRAL FUNCTIONS						
3-01-20-115-000-299 UNIPAR	CENTRAL FUNCTIONS Misc. UNITED PARCEL SERVICE, INC.	23-01651	Invoice 0000210F98223 Postage	56.91	0.00	
	Extd Total: CENTRAL FUNCTIONS			56.91		
	Department Total: CENTRAL FUNCTIONS			56.91		
Department: MUNIC CLERK						
Extd: MUNICIPAL CLERK						
3-01-20-120-000-202 AMAZ005	MUNICIPAL CLERK Office Supplies AMAZON.COM SERVICES	23-01151	AC Units	1,334.97	0.00	
3-01-20-120-000-217 ASBPAK	MUNICIPAL CLERK Ads&Promotion ASBURY PARK PRESS	23-01528	APP #5700759, 5700670	128.96	0.00	
ASBPAK	ASBURY PARK PRESS	23-01632	ADVERTISING FROM MAY 28, 2023	385.56	0.00	
ASBPAK	ASBURY PARK PRESS	23-01650	#5721575 6/2/23 BUDGET	230.36 744.88	0.00	
3-01-20-120-000-238 NJLEAMUN	MUNICIPAL CLERK Contractual NJ LEAGUE OF MUNICIPALITIES	23-01552	23M-8728 MAGAZINE SUBSCRIPTION	175.00	0.00	
GRALLC	GRANICUS, LLC	23-01580	June 2023 Invoice #165954	706.20	0.00	
JUSTF005	JUSTFOIA, INC.	23-01618	#NE13197 Redaction Software	68.75	0.00	
JUSTF005	JUSTFOIA, INC.	23-01635	#PS13221 ADDENDUM 1 REDACTION	370.00 1,319.95	0.00	
	Extd Total: MUNICIPAL CLERK			3,399.80		
	Department Total: MUNIC CLERK			3,399.80		
Department: FINANCE						
Extd: FINANCIAL ADMINISTRATION						
3-01-20-130-000-202 CRAPRI	FINANCE Office Supplies CRAFTMASTER PRINTING, INC.	23-01303	BUSINESS CARDS T.LIZARDI	40.00	0.00	
3-01-20-130-000-205 ASBPAK	FINANCE Ads ASBURY PARK PRESS	23-01495	RFP - PEDICAB CONCESSION	116.84	0.00	
THECOA	THE NEW COASTER, LLC	23-01503	BID -KENNEDY PARK IMPROVEMENTS	51.58	0.00	
THECOA	THE NEW COASTER, LLC	23-01563	BID 2022 ROADWAY IMPROVEMENTS	55.30 223.72	0.00	

Attachment: Bill List 6-14-23 (2023-296 : Payment of Bills)

June 7, 2023
11:44 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
Page 10 of 10

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
3-01-20-130-000-207	FINANCE HR Testing					
MERHEA	HACKENSACK MERIDIAN WORKS	23-01431	Invoice #502429 - April 2023	3,430.00	0.00	
MERHEA	HACKENSACK MERIDIAN WORKS	23-01571	Invoice #482243 - April 2023	280.00	0.00	
				<u>3,710.00</u>		
3-01-20-130-000-209	FINANCE Fees					
GREFIN	GREATAMERICA FINANCIAL SVCS.	23-01622	Invoice #34120858 - July 2023	339.50	0.00	
3-01-20-130-000-223	FINANCE Condo Reimbursements					
1411W005	1411 WEBB STREET LLC	23-01388	1st Quarter Trash Reimb.	174.99	0.00	
RL5ASB	RL5 ASBURY LLC	23-01389	1st Q 2023 Trash Reimb.	577.07	0.00	
3106TH	310 6TH AVENUE, LLC	23-01390	1st Q 2023 Trash Reimb.	1,654.26	0.00	
2107T005	210 7TH AVENUE LLC	23-01391	1st Q 2023 Trash Reimb.	535.50	0.00	
EMPGRA	EMPIRE GRAND REGENCY ASSOC.INC	23-01392	1st Q 2023 Trash Reimb.	1,730.61	0.00	
RL4ASB	RL4 ASBURY LLC	23-01393	1st Q 2023 Trash Reimb.	718.20	0.00	
7106T005	710 6TH AVENUE LLC	23-01394	1st Q 2023 Trash Reimb.	828.50	0.00	
4077T005	407 7TH AVENUE LLC	23-01395	1st Q 2023 Trash Reimb.	756.00	0.00	
REUDUC2	REUSSI DUCKSAUCE 2 LLC	23-01396	1st Q 2023 Trash Reimb.	432.65	0.00	
211FIR	211 FIRST DUCKSAUCE, LLC	23-01397	1st Q 2023 Trash Reimb.	763.50	0.00	
4045T005	404 5TH AVENUE	23-01398	1st Q 2023 Trash Reimb.	858.94	0.00	
1010G005	1010 GRAND AVENUE LLC	23-01399	1st Q 2023 Trash Reimb.	636.25	0.00	
REUDUC3	REUSSI DUCKSAUCE3 LLC	23-01400	1st Q 2023 Trash Reimb.	579.60	0.00	
2123R005	212 3RD AVENUE LLC	23-01401	1st Q 2023 Trash Reimb.	693.00	0.00	
RL3ASB	RL3 ASBURY LLC	23-01402	1st Q 2023 Trash Reimb.	1,061.43	0.00	
5038T005	503 8TH AVE, LLC	23-01403	1st Q Trash Reimb.	318.14	0.00	
309SU005	309 SUNSET AVENUE LLC	23-01404	1st Q 2023 Trash Reimb.	614.25	0.00	
REUSS005	REUSSI DUCKSAUCE 4 LLC	23-01405	1st Q 2023 Trash Reimb.	1,911.00	0.00	
301SHO	301 SHOREVIEW CONDO. ASSOC.INC	23-01641	1st Q 2023 Trash Reimb.	1,166.78	0.00	
MIRCON	MIRAMAR CONDOMINIUM ASSOC. INC	23-01644	1st Q 2023 Electric Reimb.	175.89	0.00	
MERCON	MERCURY CONDOMINIUM ASSOC.	23-01646	1st Q Electric Reimb.	476.91	0.00	
				<u>16,663.47</u>		
	Extd Total: FINANCIAL ADMINISTRATION			20,976.69		
	Department Total: FINANCE			20,976.69		
Department: COMPUTER MIS						
Extd: COMPUTERIZED DATA PROCESSING						
3-01-20-140-000-219	COMPUTER DATA PROC. Equipment					
ATECSEC	A+ TECHNOLOGY & SECURITY	23-00928	Q#ES33166 ID Cards	420.00	0.00	
CDWGOV	CDW GOVERNMENT LLC	23-01237	Q#1CBB27G IDF Battery	84.70	0.00	
NEWIRON	NEWARK IRONBOUND ELECTRICAL	23-01361	Boardwalk & SS Building	339.40	0.00	
GRAING	GRAINGER, INC.	23-01496	BOARDWALK WIRING	683.16	0.00	
				<u>1,527.26</u>		
3-01-20-140-000-222	COMPUTER DATA PROC Software Lic.					
SPATI005	SPATIAL DATA LOGIC, INC	23-01236	2023 SOFTWARE RENEWAL	50,200.00	0.00	
3-01-20-140-000-223	COMPUTER DATA PROC Hardware Support					
KCSIG005	KC SIGN CO	23-01575	Sunset Park Permit Fees	53.64	0.00	
3-01-20-140-000-225	COMPUTER DATA PROC.Document Mgt.					
FILEB005	FILE BANK, INC.	23-01359	April 2023 Services & Storage	7,466.39	0.00	

Attachment: Bill List 6-14-23 (2023-296 : Payment of Bills)

June 7, 2023
11:44 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
Page 1 of 1

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
3-01-20-140-000-225 FILEB005 FILE BANK, INC.	COMPUTER DATA PROC.Document Mgt. 23-01475 INV#0117064 March 2023 TX		Continued	418.14 7,884.53	0.00	
	Extd Total: COMPUTERIZED DATA PROCESSING			59,665.43		
	Department Total: COMPUTER MIS			59,665.43		
Department: TAX REV ADMIN						
Extd: TAX REVENUE ADMINISTRATION						
3-01-20-145-000-212 STATE005 STATE OF N.J. DEPT. TREASURER	TAX REV ADMIN Dues,Subscript. 23-01645 CTC RENEWAL MICHAEL J. SCHNURR			50.00	0.00	
	Extd Total: TAX REVENUE ADMINISTRATION			50.00		
	Department Total: TAX REV ADMIN			50.00		
Department: DIRECTOR OF COMMUNICATIONS						
Extd: DIRECTOR OF COMMUNICATIONS						
3-01-20-151-000-206 RUTGE005 RUTGERS, THE STATE UNIV. OF NJ	DIRECTOR OF COMMUNICATIONS Training 23-01483 Strategic Comms Course			750.00	0.00	
	Extd Total: DIRECTOR OF COMMUNICATIONS			750.00		
	Department Total: DIRECTOR OF COMMUNICATIONS			750.00		
Department: APTV						
Extd: CABLE TV ADVISORY COMMITTEE						
3-01-20-162-000-201 JERACC JERSEY ACCESS GROUP	APTV Cont/Subs/Dues 23-01459 JAG Conference			160.00	0.00	
	Extd Total: CABLE TV ADVISORY COMMITTEE			160.00		
	Department Total: APTV			160.00		
Department: ENGINEER SERV						
Extd: ENGINEERING SERVICES						
3-01-20-165-000-209 TMASSO T & M ASSOCIATES	ENGINEERING SERVICES Fees 23-01466 LAF443328 General Engineering			13,371.03	0.00	
TMASSO T & M ASSOCIATES	23-01559 LAF442380 GENERAL EGINEERING			12,289.75	0.00	
				25,660.78		
	Extd Total: ENGINEERING SERVICES			25,660.78		
	Department Total: ENGINEER SERV			25,660.78		
	CAFR Total:			117,875.11		
Department: Planning Department						
Extd: Planning Department						
3-01-21-179-000-202 AMAZO005 AMAZON.COM SERVICES	PLANNING DEPT. Office Supplies 23-01461 Portable Air Conditioner			445.98	0.00	

Attachment: Bill List 6-14-23 (2023-296 : Payment of Bills)

June 7, 2023
11:44 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
Page No. 0

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
3-01-21-179-000-202	PLANNING DEPT. Office Supplies		Continued			
WBMASON W.B.MASON CO., INC.		23-01548	OFFICE SUPPLIES NEEDED	50.40	0.00	
				496.38		
3-01-21-179-000-205	PLANNING DEPT. Ads					
ASBPAK ASBURY PARK PRESS		23-01454	EPA CLEANUP GRANT RFQ ADDENDA	263.36	0.00	
3-01-21-179-000-210	PLANNING DEPT. Zoning Board Fees					
THEBE005 THE BEEKMAN LAW FIRM, LLC		23-01545	PB AND ZB LEGAL INVOICES	700.00	0.00	
	Extd Total: Planning Department			1,459.74		
	Department Total: Planning Department			1,459.74		
	CAFR Total:			1,459.74		
Department: CODE ENFORCE						
Extd: CODE ENFORCEMENT AND ADMIN.						
3-01-22-195-000-201	CODE ENFORCEMENT Office Supplies					
WBMASON W.B.MASON CO., INC.		23-01363	SAMSILL 160 CARD HOLDER	11.88	0.00	
3-01-22-195-000-204	CODE ENFORCEMENT Printing					
CRAPRI CRAFTMASTER PRINTING, INC.		23-01362	Business cards for JulieAnn	45.00	0.00	
	Extd Total: CODE ENFORCEMENT AND ADMIN.			56.88		
	Department Total: CODE ENFORCE			56.88		
	CAFR Total:			56.88		
Department: GROUP INSUR.						
Extd: EMPLOYEE GROUP INSURANCE						
3-01-23-220-000-209	EMPLOYEE GROUP INSURANCE Fees (IN CAP)					
NJSHBP NJSHBP		23-01569	HEALTH COVERAGE JUNE 2023	595,685.22	0.00	
	Extd Total: EMPLOYEE GROUP INSURANCE			595,685.22		
	Department Total: GROUP INSUR.			595,685.22		
	CAFR Total:			595,685.22		
Department: POLICE						
Extd: POLICE DEPARTMENT						
3-01-25-240-000-211	POLICE HR Testing					
INSPSY INSTITUTE FOR FORENSIC		23-01462	INVOICE #18544 EVAL W. WHITLEY	2,250.00	0.00	
3-01-25-240-000-215	POLICE Miscellaneous					
COSTCO COSTCO WHOLESALE		23-01533	Membership Renewal JULY 2023	60.00	0.00	
3-01-25-240-000-216	POLICE Supplies-Compu.					
INTER010 INTERACTION INSIGHT CORP.		23-01505	Eventide Upgrades/Maint.	1,135.00	0.00	
3-01-25-240-000-218	POLICE Contract.Serv.					
OPTIMUM OPTIMUM		23-01464	#07866-182313-01-5 4/8 - 5/7	288.03	0.00	

Attachment: Bill List 6-14-23 (2023-296 : Payment of Bills)

June 7, 2023
11:44 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
Page 1 of 1

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
3-01-25-240-000-218	POLICE Contract.Serv.		Continued			
INTER010 INTERACTION INSIGHT CORP.		23-01505	Eventide Upgrades/Maint.	1,500.00	0.00	
				1,788.03		
3-01-25-240-000-222	POLICE Training					
STATOX STATE TOXICOLOGY LABORATORY		23-01498	toxicology new SLEO's March	540.00	0.00	
	Extd Total: POLICE DEPARTMENT			5,773.03		
	Department Total: POLICE			5,773.03		
Department: FIRE DEPT.						
Extd: FIRE DEPARTMENT						
3-01-25-265-000-203	FIRE DEPT. Motor Vehicle					
MONMO015 MONMOUTH COUNTY PUBLIC WORKS &		23-01334	INV# APFD 02-23-09	1,368.24	0.00	
3-01-25-265-000-212	FIRE DEPT. Dues,Licenses,Subscriptions					
NATFIE NATIONAL FIRE PROTECTION ASS.		23-01490	'23 RENEWAL:CODE AA2-2491-1XX	175.00	0.00	
3-01-25-265-000-214	FIRE DEPT. Building Maintenance					
AIRPUR AIR PURIFIERS, INC.		23-01606	INV#23700 REPAIR 83-61	285.00	0.00	
3-01-25-265-000-222	FIRE DEPT. Training					
JERMED JERSEY SHORE UNIVERSITY		23-01472	INV#1160 NREMT TESTING VOUCHER	104.00	0.00	
JERMED JERSEY SHORE UNIVERSITY		23-01537	IN#1164 INNOCENT EMT TESTING	104.00	0.00	
				208.00		
3-01-25-265-000-229	FIRE DEPT. Medical Sup.					
SEAWEL SEABOARD WELDING SUPPLY, INC.		23-00422	BLANKET PO FOR OXYGEN N.T.E.	180.00	0.00	B
GRAING GRAINGER, INC.		23-01437	Q#2054278928 N95 FIT TEST FLUI	74.79	0.00	
				254.79		
3-01-25-265-000-262	FIRE DEPT. Equipment Repairs					
ATLLOK ATLANTIC LOCK & SAFE		23-01274	I#27308 905 MONROE DOOR REPAIR	1,035.00	0.00	
	Extd Total: FIRE DEPARTMENT			3,326.03		
	Department Total: FIRE DEPT.			3,326.03		
	CAFR Total:			9,099.06		
Department: STREETS & ROAD						
Extd: STREETS & ROADS MAINTENANCE						
3-01-26-290-000-202	STREETS & ROAD Office Supplies					
WBMASON W.B.MASON CO., INC.		23-01280	OFFICE SUPPLIES	1,097.03	0.00	
3-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
SERVIO05 SERVICE TIRE TRUCK CENTERS		23-00175	BLANKET - VARIOUS TIRES	40.00	0.00	B
HUDSO005 HUDSON COUNTY MOTORS, INC.		23-00392	BLANKET VARIOUS PARTS	1,804.69	0.00	B
LORCO LORCO PETROLEUM SERVICES		23-00506	#BL1832114 PETROLEUM SERVICES	150.00	0.00	
CENTJER CENTRAL JERSEY EQUIPMENT, LLC		23-00951	VARIOUS PARTS BLANKET	39.55	0.00	B
SEAFOR SEA BREEZE FORD INC.		23-00968	VARIOUS PARTS BLANKET	1,324.86	0.00	B
GPCNA091 GPC-NAPA AUTO PARTS		23-00970	VARIOUS PARTS BLANKET	1,317.32	0.00	B
SEACHE SEACOAST CHEVROLET OLDS-		23-01039	VARIOUS PARTS BLANKET	651.45	0.00	B

Attachment: Bill List 6-14-23 (2023-296 : Payment of Bills)

June 7, 2023
11:44 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
Page No. 6

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
3-01-26-290-000-203	STREETS & ROAD	Motor Vehicle	Continued			
THEBRO	THE BROYHILL MANUFACTURING CO.	23-01143	DPW PACK AND LOAD GRIP ARM	4,936.30	0.00	
EASAUT	EASTERN AUTOPARTS WAREHOUSE	23-01252	VARIOUS PARTS BLANKET	1,610.76	0.00	B
BEAVE005	BEAVERS TRUCK PARTS LLC	23-01352	#182 C.H. RANGER NEEDS WINDOW	150.00	0.00	
SERVIO05	SERVICE TIRE TRUCK CENTERS	23-01373	DPW GARBAGE TRUCK SPARE TIRES	3,064.48	0.00	
ACTION005	ACTION YAMAHA	23-01385	VARIOUS PARTS BLANKET	719.08	0.00	B
WETIMM	W.E. TIMMERMAN COMPANY, INC.	23-01432	DPW SWEEPER FILTERS	584.05	0.00	
LAWPRO	LAWSON PRODUCTS, INC.	23-01476	STOCK FOR DPW	686.18	0.00	
CENTJER	CENTRAL JERSEY EQUIPMENT, LLC	23-01477	BEACH TRACTOR P/S PUMP ASSEMBL	3,364.38	0.00	
LORCO	LORCO PETROLEUM SERVICES	23-01481	#1845618 USED OIL REMOVAL	150.00	0.00	
FOSCOM	FOSTER & COMPANY, INC.	23-01485	DPW VARIOUS STOCK	611.10	0.00	
NOREG005	NOREGON SYSTEMS LLC	23-01486	DPW SHOP TRK SOFTWARE UPDATE	2,199.00	0.00	
WETIMM	W.E. TIMMERMAN COMPANY, INC.	23-01540	DPW SWEEPER DIAGNOSIS NO POWER	596.00	0.00	
CASTT005	CAST TECHNOLOGY, INC.	23-01589	MC CORMICK COOLANT TEMP SENSOR	112.07	0.00	
				24,111.27		
3-01-26-290-000-210	STREETS & ROAD	Network Fleet				
BURKE005	BURKE LANDSCAPING & IRRIGATION	23-01523	#2909 SUNSET PARK REPAIRS	632.78	0.00	
3-01-26-290-000-212	STREETS & ROAD	Tools				
UNITE010	UNITED RENTALS	23-01366	Rakes / Safety Vests	564.75	0.00	
3-01-26-290-000-213	STREETS & ROAD	Safety Equipment				
NAMIND	NAMLO INDUSTRIES	23-01187	Gloves	400.00	0.00	
3-01-26-290-000-215	STREETS & ROAD	Misc. Hardware				
THEHAR	THE HARDWARE STORE	23-00158	Blanket - Misc Supplies	154.73	0.00	B
3-01-26-290-000-216	STREETS & ROAD	Carpentry Supplies				
GRAING	GRAINGER, INC.	23-00164	Blanket - Misc Supplies	17.46	0.00	B
GRAING	GRAINGER, INC.	23-01153	Misc Hardware	86.04	0.00	B
				103.50		
3-01-26-290-000-218	STREETS & ROAD	Contract.Serv.				
YESGRA	YES GRAPHIC	23-00857	roll 5"x6" decals Recycling	531.30	0.00	
QUENC005	QUENCH USA, INC.	23-01463	WATER SYSTEM 1/2022 - 5/2023	181.20	0.00	
TERPES	THE TERMINIX INTERNATIONAL CO	23-01487	pest control Sr. Center & WWTP	74.00	0.00	
SEAFIR	SEABOARD FIRE & SAFETY EQUIP.	23-01489	INV #199017217 INSPECTION	707.00	0.00	
STAVOLA	STAVOLA ASPHALT COMPANY, INC.	23-01554	#290321 ASPHALT 5/12/23	117.02	0.00	
STAVOLA	STAVOLA ASPHALT COMPANY, INC.	23-01558	#291041 ASPHALT 5/15/23	114.76	0.00	
PRESPE	PREVENTION SPECIALISTS, INC.	23-01570	Invoice #33952 - Testing	104.00	0.00	
TERPES	THE TERMINIX INTERNATIONAL CO	23-01588	pest control C Hall 5/12 5/15	198.00	0.00	
CINCOR	CINTAS CORPORATION NO 2	23-01630	MAY AED AGREEMENT & RESTOCK	297.46	0.00	
				2,324.74		
3-01-26-290-000-220	STREETS & ROAD	Repairs				
SITE005	SITEONE LANDSCAPE SUPPLY LLC	23-00979	Misc Irrigation	426.41	0.00	B
ATLPLU	ATLANTIC PLUMBING SUPPLY CORP.	23-01519	Storm Sewer Supplies	268.52	0.00	
				694.93		
3-01-26-290-000-222	STREETS & ROAD	Training				
GREGTORO	Greg Toro	23-01585	REIMBURSEMENT FOR LODGING 5/24	80.00	0.00	

Attachment: Bill List 6-14-23 (2023-296 : Payment of Bills)

June 7, 2023
11:44 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
Page No. 5

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
3-01-26-290-000-235 CICFAR	STREETS & ROAD Shade Tree Commission CICCONI FARMS, INC.	23-01126	Blanket not to exceed \$2,000	837.05	0.00	B
	Extd Total: STREETS & ROADS MAINTENANCE			31,000.78		
	Department Total: STREETS & ROAD			31,000.78		
Department: SOLID WASTE						
Extd: SOLID WASTE COLLECTION						
3-01-26-305-000-209	SOLID WASTE Fees					
TRECTY	TREASURER CTY OF MONMOUTH	23-01410	#72654 RECLAMATION CENTER APR	2,563.60	0.00	
DELDEM	DELISA DEMOLITION, INC.	23-01412	#262042 & 262130 CONSTR DEBRIS	3,475.80	0.00	
DELDEM	DELISA DEMOLITION, INC.	23-01478	#262425 TRASH FEES 5/1 -5/15	29,678.86	0.00	
DELDEM	DELISA DEMOLITION, INC.	23-01522	#262395 & 262396 CONSTR DEBRIS	2,594.25	0.00	
				38,312.51		
3-01-26-305-000-218	SOLID WASTE Contract.Serv.					
DELDEM	DELISA DEMOLITION, INC.	23-01521	#263501 JUNE 2023	47,083.30	0.00	
	Extd Total: SOLID WASTE COLLECTION			85,395.81		
	Department Total: SOLID WASTE			85,395.81		
Department: BUILDING & GND						
Extd: BUILDINGS & GROUNDS						
3-01-26-310-000-202	BUILDING & GND Janitorial Supplies					
GRAING	GRAINGER, INC.	23-00643	Janitorial Supplies	640.16	0.00	
3-01-26-310-000-203	BUILDING & GND Misc. Hardware					
GRAING	GRAINGER, INC.	23-01319	Maint. Shop Stock	146.81	0.00	
SHEWIL	SHERWIN WILLIAMS	23-01568	Paint for PD Chiefs Office	239.38	0.00	
				386.19		
	Extd Total: BUILDINGS & GROUNDS			1,026.35		
	Department Total: BUILDING & GND			1,026.35		
	CAFR Total:			117,422.94		
Department: PUBLIC ASST						
Extd: SOCIAL SERVICES:						
3-01-27-345-000-208	SOCIAL SERVICES Events					
HALBRA	HALO BRANDED SOLUTIONS, INC.	23-01440	HALO Tote Bags	481.68	0.00	
	Extd Total: SOCIAL SERVICES:			481.68		
	Department Total: PUBLIC ASST			481.68		
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
3-01-27-350-000-202	SENIOR CENTER Util. and Service Contr.					
OPTIMUM	OPTIMUM	23-01534	#07866-196932-01-7 5/15 - 6/14	8.34	0.00	

Attachment: Bill List 6-14-23 (2023-296 : Payment of Bills)

June 7, 2023
11:44 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
Page 10 of 10

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
3-01-27-350-000-205 SUNSE005 SUNSET DINER	SENIOR CENTER Recreation & Social	23-01298	MothersDayMeal,Waffle,EggsGrit	790.00	0.00	
3-01-27-350-000-299 TAYTOW TAYLOR'S TOWING	SENIOR CENTER Misc.	23-01469	Invoice 239148 Towing Fee	1,061.00	0.00	
	Extd Total: SENIOR CENTER			1,859.34		
	Department Total: SENIOR CENTER			1,859.34		
	CAFR Total:			2,341.02		
Department: RECREATION						
Extd: RECREATION SERVICES & PROGRAM						
3-01-28-370-000-290 CRAPRI CRAFTMASTER PRINTING, INC.	RECREATION Programs/Activities	23-01360	beach cards for AP residents	1,407.07	0.00	
	Extd Total: RECREATION SERVICES & PROGRAM			1,407.07		
	Department Total: RECREATION			1,407.07		
	CAFR Total:			1,407.07		
Department: LIGHTING						
Extd: LIGHT,HEAT,POW						
3-01-31-435-435-299 NJAMER N.J. AMERICAN WATER CO.	LIGHT, HEAT & POWER Misc.	23-01494	#1018-210022946248 4/4-5/2	1,003.11	0.00	
JCPL JCPL		23-01576	#100 064 171 182 4/26-5/24	2,879.06	0.00	
NJNATU N.J. NATURAL GAS CO.		23-01577	#07-3132-1100-1Y 4/17-5/15	3,062.49	0.00	
JCPL JCPL		23-01638	#100 016 434 381 4/27-5/25	9,975.78	0.00	
				16,920.44		
	Extd Total: LIGHT,HEAT,POW			16,920.44		
Extd: STREET/TRAFFIC						
3-01-31-435-436-299 JCPL JCPL	STREET&TRAFFIC LIGHTING Misc.	23-01538	#100 102 383 567 4/25-5/22	20,642.88	0.00	
JCPL JCPL		23-01576	#100 064 171 182 4/26-5/24	3,016.62	0.00	
JCPL JCPL		23-01637	#200 000 001 293 MASTER ACCT	1,023.84	0.00	
JCPL JCPL		23-01638	#100 016 434 381 4/27-5/25	165.48	0.00	
				24,848.82		
	Extd Total: STREET/TRAFFIC			24,848.82		
	Department Total: LIGHTING			41,769.26		
Department: TELEPHONE						
Extd: TELEPHONE						
3-01-31-440-000-299 VERIZON VERIZON WIRELESS	TELEPHONE Misc.	23-01468	#342269861-00001 4/5-5/4	3,270.90	0.00	
ATLLC AT&T MOBILITY LLC		23-01515	#287284651437 4/12-5/11	3,259.03	0.00	
ATLLC AT&T MOBILITY LLC		23-01516	#287315151017 4/12-5/11	588.28	0.00	
ATLLC AT&T MOBILITY LLC		23-01517	#287284936037 4/12-5/11	912.94	0.00	

Attachment: Bill List 6-14-23 (2023-296 : Payment of Bills)

June 7, 2023
11:44 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
Page No. 11

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
3-01-31-440-000-299	TELEPHONE Misc.		Continued			
MONINT MONMOUTH INTERNET CORPORATION	23-01611 INVOICE#341910-M JUNE 2023			3,596.61	0.00	
				11,627.76		
	Extd Total: TELEPHONE			11,627.76		
	Department Total: TELEPHONE			11,627.76		
Department: GASOLINE						
Extd: GASOLINE						
3-01-31-460-000-299	GASOLINE Misc.					
GRIALLI GRIFFITH-ALLIED TRUCKING, LLC	23-01488 #148346 DIESEL FUEL 5/5/23			2,827.66	0.00	
GRIALLI GRIFFITH-ALLIED TRUCKING, LLC	23-01539 #153771 & #159440 FUEL			8,383.60	0.00	
				11,211.26		
	Extd Total: GASOLINE			11,211.26		
	Department Total: GASOLINE			11,211.26		
	CAFR Total:			64,608.28		
Department: MUNIC COURT						
Extd: MUNICIPAL COURT						
3-01-43-490-000-202	MUNIC COURT Office Supplies					
MUNREC MUNICIPAL RECORD SERVICE	23-01381 traffic/municipal books			1,874.00	0.00	
3-01-43-490-000-206	MUNIC COURT Purchase Equip.					
AMAZ0005 AMAZON.COM SERVICES	23-01474 air conditioning units			659.98	0.00	
3-01-43-490-000-245	MUNIC COURT Interpreter					
BEACRA BEATRIZ C. CRANEY	23-01379 INVOICE #28305 4/28 SERVICES			110.00	0.00	
	Extd Total: MUNICIPAL COURT			2,643.98		
	Department Total: MUNIC COURT			2,643.98		
	CAFR Total:			2,643.98		
CAFR: CURRENT FUND NON BUDGET ACCTS:						
Department: TAXES PAYABLE:						
Extd: TAXES PAYABLE:						
3-01-55-001-000-001	School Taxes Payable					
ASBBOA ASBURY PARK BOARD OF EDUCATION	23-01546 June 2023 School Tax			1,324,953.00	0.00	
	Extd Total: TAXES PAYABLE:			1,324,953.00		
	Department Total: TAXES PAYABLE:			1,324,953.00		
	CAFR Total: CURRENT FUND NON BUDGET ACCTS:			1,324,953.00		
	Fund Total: CURRENT			2,237,552.30		
Fund: BEACH						
Department: UTILITY OE						
Extd: BEACH UTILITY O/E: OTHER EXPENSES:						
3-05-55-502-000-206	BEACH UTILITY O/E: Purchase of Equipment					
NEWIRON NEWARK IRONBOUND ELECTRICAL	23-01061 Gamechanger OSP/Beachfront			3,147.00	0.00	

Attachment: Bill List 6-14-23 (2023-296 : Payment of Bills)

June 7, 2023
11:44 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
Page No. 12

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
3-05-55-502-000-206 WATCH005 WATCHTOWER SOLUTIONS, INC.	BEACH UTILITY O/E: Purchase of Equipment Continued annual platform license	23-01430		<u>1,813.00</u> 4,960.00	0.00	
3-05-55-502-000-209 ATRAJ005 ATRA JANITORIAL SUPPLY CO. INC	BEACH UTILITY O/E: Custodial Supplies blanket for Beach \$4000	23-01141		996.33	0.00	B
3-05-55-502-000-211 MONARCH MONARCH ELECTRIC COMPANY JCPL JCPL	BEACH UTILITY O/E: Light & Power Beach Electrical Supplies #100 064 171 182 4/26-5/24	23-01193 23-01576		<u>1,391.89</u> <u>315.26</u> 1,707.15	0.00 0.00	B
3-05-55-502-000-212 THEHAR THE HARDWARE STORE GRAING GRAINGER, INC.	BEACH UTILITY O/E: Misc. Hardware Blanket for various hardware Misc Beach Supplies	23-00508 23-00993		<u>397.62</u> <u>336.00</u> 733.62	0.00 0.00	B B
3-05-55-502-000-215 JAEUM JAEGER LUMBER & SUPPLY CO. INC JAEUM JAEGER LUMBER & SUPPLY CO. INC	BEACH UTILITY O/E: Lumber/Bldg. Supplies Lifeguard Locker build Lumber for Beach	23-00649 23-01218		<u>3,991.53</u> <u>1,557.15</u> 5,548.68	0.00 0.00	
3-05-55-502-000-217 CRAPRI CRAFTMASTER PRINTING, INC.	BEACH UTILITY O/E: Printing/Signs SIGN-BEACH BATHING FEES	23-01350		35.00	0.00	
3-05-55-502-000-222 OPTIMUM OPTIMUM	BEACH UTILITY O/E: Cable #07866-197754-01-4 5/15 - 6/14	23-01633		119.89	0.00	
Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:				14,100.67		
Department Total: UTILITY OE				14,100.67		
CAFR Total:				14,100.67		
Fund Total: BEACH				14,100.67		
Fund: TRANSPORTATION UTILITY: BUDGET:						
Department: UTILITY OE						
Extd: TRANS.UTILITY O/E: OTHER EXPENSES:						
3-06-55-502-000-202 GRAING GRAINGER, INC.	TRANS.UTILITY O/E: Office Supplies Paint, Drill Set, Driver	23-01451		158.74	0.00	
3-06-55-502-000-210 GLESUP GLENCO SUPPLY INC. GLESUP GLENCO SUPPLY INC. CRAPRI CRAFTMASTER PRINTING, INC.	TRANS.UTILITY O/E: Signs LED Stop Sign Stop for Ped Signage Beach Rate Coroplast Signs	23-00865 23-01311 23-01445		<u>1,865.00</u> <u>5,910.00</u> <u>186.00</u> 7,961.00	0.00 0.00 0.00	
3-06-55-502-000-211 GRAING GRAINGER, INC. THEHAR THE HARDWARE STORE	TRANS.UTILITY O/E: Street Markings Paint, Drill Set, Driver Hardware & Paint Supplies NTE	23-01451 23-01453		<u>341.70</u> <u>35.12</u> 376.82	0.00 0.00	B
3-06-55-502-000-212 IPSGRO IPS GROUP, INC.	TRANS.UTILITY O/E: Parking Meter Supply INV85195 May2023 DMS Fees	23-01596		7,557.00	0.00	

Attachment: Bill List 6-14-23 (2023-296 : Payment of Bills)

June 7, 2023
11:44 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
Page No. 13

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
3-06-55-502-000-213	TRANS.UTILITY O/E: Mobile App Fees					
PAYBY005	PAYBYPHONE US, INC.	23-01573	INV7092 Apr23 Transaction Fees	304.00	0.00	
3-06-55-502-000-218	TRANSP. UTILITY OE Professional Svcs.					
KEPSPR	KEPWEL SPRING WATER	23-01597	ACCT #117290 MAY 2023	12.00	0.00	
	Extd Total: TRANS.UTILITY O/E: OTHER EXPENSES:			16,369.56		
	Department Total: UTILITY OE			16,369.56		
	CAFR Total:			16,369.56		
	Fund Total: TRANSPORTATION UTILITY: BUDGET:			16,369.56		
Fund:	SEWER UTILITY: BUDGET:					
Department:	UTILITY OE					
Extd:	SEWER UTILITY O/E: OTHER EXPENSES:					
3-07-55-502-000-202	SEWER UTILITY O/E: Hardware/Tools					
WINCOR	WINZER CORPORATION	23-00859	Nuts/Bolts Consumables	1,001.28	0.00	
UPTFAS	UP-TITE FASTNERS INC.	23-01243	SS Bolts/Washers for Secondary	175.00	0.00	
				1,176.28		
3-07-55-502-000-205	SEWER UTILITY O/E: Repairs					
SEWER005	SEWER RAT TRENCHLESS SOLUTIONS	23-01524	#116 SERVICES AT 7TH AVENUE	750.00	0.00	
RAPPUM	RAPID PUMP & METER SERVICE	23-01526	#RSRI66540 SERVICES 5/1/23	1,345.43	0.00	
				2,095.43		
3-07-55-502-000-206	SEWER UTILITY O/E: Purchase of Equipment					
RYAHER	RYAN HERCO FLOW SOLUTIONS	23-00194	Hypochlorite Pump, Repair Kits	2,878.14	0.00	
3-07-55-502-000-208	SEWER UTILITY O/E: Permits/Licenses					
TREAS010	TREASURER, STATE OF NJ	23-01482	Application fee for examine	70.00	0.00	
GRESCH	GREGORY SCHWEIKERT	23-01634	hotel reimbursement Confer.	148.83	0.00	
				218.83		
3-07-55-502-000-209	SEWER UTILITY O/E: Fees					
TREDEP	TREASURER-STATE NJ - NJDEP	23-01502	PID DEP Sewer Plant	8,000.00	0.00	
3-07-55-502-000-211	SEWER UTILITY O/E: Light & Power					
NJNATU	N.J. NATURAL GAS CO.	23-01577	#07-3132-1100-1y 4/17-5/15	4,245.35	0.00	
JCPL	JCPL	23-01638	#100 016 434 381 4/27-5/25	20,825.68	0.00	
				25,071.03		
3-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
UNIVAR	UNIVAR SOLUTIONS USA, INC.	23-01479	INVOICE #51154881 MAY 2023	4,507.80	0.00	
TERPES	THE TERMINIX INTERNATIONAL CO	23-01487	pest control Sr. Center & WWTP	90.00	0.00	
CERID005	CERIDA INVESTMENT CORP.	23-01557	#127-27640 JUNE 2023	166.23	0.00	
KEPSPR	KEPWEL SPRING WATER	23-01597	ACCT #117290 MAY 2023	12.00	0.00	
				4,776.03		
3-07-55-502-000-220	SEWER UTILITY O/E: Accounting					
NJAMER	N.J. AMERICAN WATER CO.	23-01492	Data usage 4000258535 MARCH 23	400.46	0.00	
3-07-55-502-000-224	SEWER UTILITY O/E: Sludge Removal					
PASVAL	PASSAIC VALLEY SEWERAGE COM.	23-01365	INVOICE #521867 APRIL 2023	13,209.00	0.00	

Attachment: Bill List 6-14-23 (2023-296 : Payment of Bills)

June 7, 2023
11:44 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
Page 1 of 1

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
3-07-55-502-000-233 POST POSTMASTER	SEWER UTILITY O/E: Postage	23-01639	POSTAGE PERMIT #407	10,000.00	0.00	
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			67,825.20		
	Department Total: UTILITY OE			67,825.20		
	CAFR Total:			67,825.20		
	Fund Total: SEWER UTILITY: BUDGET:			67,825.20		
	Year Total:			2,335,847.73		
Fund:	GENERAL CAPITAL FUND BUDGET:					
Extd:	Ord. 2017-2 Various Capital Improvements					
C-04-55-998-169-001	Various Road Improvements					
FIOPAV	FIORE PAVING CO., INC.	23-00605	2023 PAVING & SIDEWALKS	388,666.68	0.00	B
TRALIN	TRAFFIC LINES, INC.	23-01455	TRAFFIC STRIPING PROJECT#22631	49,169.80	0.00	
				437,836.48		
	Extd Total: Ord. 2017-2 Various Capital Improvements			437,836.48		
Extd:	Odr. 2018-57 Acq. of Real Property FH					
C-04-55-998-176-001	Section 20 Costs					
TMASSO	T & M ASSOCIATES	21-02853	FIRE DEPARTMENT HEADQUARTERS	19,514.81	0.00	B
	Extd Total: Odr. 2018-57 Acq. of Real Property FH			19,514.81		
Extd:	Bond Ord. 2022-16 2022 Var. Cap. Improv.					
C-04-55-998-183-002	Various Public Works Equip. & Vehicles					
KCSIG005	KC SIGN CO	23-00090	DIGITAL MESSAGE SIGN SUNSET PK	43,490.00	0.00	
C-04-55-998-183-004	Police Dept. Vehicles & Equipment					
WIRCOM	WIRELESS COMMUNICATIONS &	23-00095	ARBITRATOR SYSTEM FOR NEW PD	52,756.00	0.00	
	Extd Total: Bond Ord. 2022-16 2022 Var. Cap. Improv.			96,246.00		
	Department Total:			553,597.29		
	CAFR Total:			553,597.29		
	Fund Total: GENERAL CAPITAL FUND BUDGET:			553,597.29		
Fund:	PARKING CAPITAL					
Department:	Ord. 2019-7 Transport.Utility Improve.					
Extd:	Ord. 2019-7 Transport.Utility Improve.					
C-09-17-903-000-902	Transportation Utility Improvements					
JCCON	J.C. CONTRACTING, INC.	21-01368	ASBURY & RIDGE TRAFFIC SIGNAL	6,029.13	0.00	B
	Extd Total: Ord. 2019-7 Transport.Utility Improve.			6,029.13		
	Department Total: Ord. 2019-7 Transport.Utility Improve.			6,029.13		

Attachment: Bill List 6-14-23 (2023-296 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: Ord. 2020-8 Memorial Drive Paving						
Extd: Ord. 2020-8 Memorial Drive Paving						
C-09-17-906-000-901	Section 20 Costs					
TMASSO T & M ASSOCIATES		20-03383	Reso 2020-303 Memorial Dr.	22,802.35	0.00	B
C-09-17-906-000-902	Construction Costs					
LUCBRO LUCAS BROTHERS, INC.		22-03390	MEMORIAL DRIVE IMPROVEMENTS	440,353.20	0.00	B
	Extd Total: Ord. 2020-8 Memorial Drive Paving			463,155.55		
	Department Total: Ord. 2020-8 Memorial Drive Paving			463,155.55		
Department: Ord. 2022-8 Various Rd. Improvements						
Extd: Ord. 2022-8 Various Rd. Improvements						
C-09-17-909-000-904	Section 20 Costs					
TMASSO T & M ASSOCIATES		22-01654	MONROE, COMSTOCK & EIGHT ROADS	22,990.00	0.00	B
	Extd Total: Ord. 2022-8 Various Rd. Improvements			22,990.00		
	Department Total: Ord. 2022-8 Various Rd. Improvements			22,990.00		
	CAFR Total:			492,174.68		
	Fund Total: PARKING CAPITAL			492,174.68		
Fund: BEACH CAPITAL FUND BUDGET:						
Extd: Ord. 2022-15 Beach Utility Improvements						
C-10-55-101-103-002	Beach Utility Improv./Equipment					
WARSH005 WARSHAUER ELECTRIC SUPPLY		23-00298	OCEAN AVE LIGHT REPLACEMENT	369,258.83	0.00	B
	Extd Total: Ord. 2022-15 Beach Utility Improvements			369,258.83		
	Department Total:			369,258.83		
	CAFR Total:			369,258.83		
	Fund Total: BEACH CAPITAL FUND BUDGET:			369,258.83		
	Year Total:			1,415,030.80		
Fund: GRANT FUND BUDGET:						
G-02-43-956-022-206	ARP Funding					
ARCAR005 ARCARI & IOVINO ARCHITECTS, PC		22-00891	TRANSPORTATION RENOVATIONS	4,920.00	0.00	B
G-02-43-956-022-213	Safe Routes to Transit Grant					
TMASSO T & M ASSOCIATES		22-02806	SAFE ROUTES TO TRANSIT	20,086.05	0.00	B
G-02-43-956-022-217	Opiod Settlement Funds					
AMAZ0005 AMAZON.COM SERVICES		23-01080	ID Upgrade program	387.00	0.00	

June 7, 2023
11:44 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
Page Not to be used

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
G-02-43-956-022-217 CDWGOV CDW GOVERNMENT LLC	Opiod Settlement Funds 23-01324 ID Program for 2 users	Continued		<u>1,540.54</u> 1,927.54	0.00	
	Extd Total:			26,933.59		
	Department Total:			26,933.59		
	CAFR Total:			26,933.59		
	Fund Total: GRANT FUND BUDGET:			26,933.59		
	Year Total:			26,933.59		
Fund:	ANIMAL CONTROL FUND BUDGET:					
T-12-56-850-000-801 NJDEPH NJ DEPT.HEALTH/SNR.SERV.	Reserve for Animal Control 23-01617 Dog Report May 2023			16.20	0.00	
	Extd Total:			16.20		
	Department Total:			16.20		
	CAFR Total:			16.20		
	Fund Total: ANIMAL CONTROL FUND BUDGET:			16.20		
Fund:	LAW ENFORCEMENT TRUST FUND BUDGET:					
T-13-56-850-000-801 MILCOM MILLENNIUM COMMUNICATIONS	Reserve for Expenditures - County 22-02629 CAMERA UPGARDES INTERVIEW ROOM			11,014.21	0.00	
	Extd Total:			11,014.21		
	Department Total:			11,014.21		
	CAFR Total:			11,014.21		
	Fund Total: LAW ENFORCEMENT TRUST FUND BUDGET:			11,014.21		
Fund:	COMMUNITY DEVELOPMENT BLK GRANT BUDGET:					
Extd:	2021 CDBG B21MC340100 CFDA 14.218					
T-17-80-850-850-001 CRAPRI CRAFTMASTER PRINTING, INC.	2021 Administration 23-01458 Fliers for Ribbon Cutting			79.50	0.00	
	Extd Total: 2021 CDBG B21MC340100 CFDA 14.218			79.50		
	Department Total:			79.50		
	CAFR Total:			79.50		
Extd:	2022 CDBG B-22-MC-34-0100					
T-17-81-850-850-001 SHORIT SAKER SHOPRITE, INC. CASDIC CASSANDRA DICKERSON	2022 Administration 23-01564 Refreshments-Ribbon Cutting 23-01648 Reimbursement for event lunch			<u>216.42</u> <u>163.39</u> 379.81	0.00 0.00	
T-17-81-850-850-005 AMAZ0005 AMAZON.COM SERVICES	2022 Community Events 23-01536 Supplies for Ribbon Cutting			615.59	0.00	

Attachment: Bill List 6-14-23 (2023-296 : Payment of Bills)

June 7, 2023
11:44 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
Page No. 17

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-17-81-850-850-005 PARWAR PARTY FAIR OF OAKHURST INC	2022 Community Events Continued 23-01555 Balloons for Ribbon Cutting			<u>112.44</u> 728.03	0.00	
	Extd Total: 2022 CDBG B-22-MC-34-0100			1,107.84		
	Department Total:			1,107.84		
	CAFR Total:			1,107.84		
	Fund Total: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:			1,187.34		
Fund:	TRUST OTHER					
T-20-56-850-916-801 WBMASON W.B.MASON CO., INC. RININC RINGSIDE	Reserve for PAL Boxing Facility 23-01406 Boxing gym signs 23-01499 double end bag boxing PAL			<u>86.21</u> 176.95 263.16	0.00 0.00	
	Extd Total:			263.16		
	Department Total:			263.16		
	CAFR Total:			263.16		
	Fund Total: TRUST OTHER			263.16		
Fund:	PLANNING & ZONING ESCROW FUND BUDGET:					
CAFR:	PLANNING & ZONING ESCROW FUND BUDGET:					
T-21-00-397-000-299 INSENG INSITE ENGINEERING, LLC	545 LAKE AVENUE(COOKMAN COMMUNITY, LLC) 23-01123 ENG INVOICES MARCH 2023			<u>815.85</u>	0.00	
	Extd Total:			815.85		
	Department Total:			815.85		
T-21-00-473-000-299 INSENG INSITE ENGINEERING, LLC	1156 SPRINGWOOD-INSPECTIONS(INTERFAITH) 23-01254 PROF SVS			<u>1,434.07</u>	0.00	
	Extd Total:			1,434.07		
	Department Total:			1,434.07		
T-21-00-494-000-299 INSENG INSITE ENGINEERING, LLC	202 7TH AVE(202 7TH AVE, LLC/P.FASANO) 23-01220 Insite INSPECTION 202 Seventh			<u>163.00</u>	0.00	
	Extd Total:			163.00		
	Department Total:			163.00		
T-21-00-497-000-299 INSENG INSITE ENGINEERING, LLC	917 ASBURY AVENUE(H4 HOLDINGS, LLC) 23-01123 ENG INVOICES MARCH 2023			<u>1,457.50</u>	0.00	
	Extd Total:			1,457.50		
	Department Total:			1,457.50		
T-21-00-498-000-299 INSENG INSITE ENGINEERING, LLC	704 4TH AVE(13 GRAND POINT WAY, LLC) 23-01123 ENG INVOICES MARCH 2023			<u>283.76</u>	0.00	
	Extd Total:			283.76		
	Department Total:			283.76		

Attachment: Bill List 6-14-23 (2023-296 : Payment of Bills)

June 7, 2023
11:44 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
Page No. 18

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-499-000-299	216-2183RD/215-219 2ND(TRC)(K.HOVNANIAN)					
INSENG	INSITE ENGINEERING, LLC	23-01207	Insite invoices	292.05	0.00	
THEBE005	THE BEEKMAN LAW FIRM, LLC	23-01408	PB LEGAL SVS B:4003 4/22-7/22	1,800.00	0.00	
TMASSO	T & M ASSOCIATES	23-01640	LAF442382 Baltic & Aegean Esc	1,385.50	0.00	
				<u>3,477.55</u>		
	Extd Total:			3,477.55		
	Department Total:			3,477.55		
T-21-00-526-000-299	527 BANGS-INSPECTIONS (PEARLBUD REALTY)					
INSENG	INSITE ENGINEERING, LLC	23-01207	Insite invoices	601.35	0.00	
	Extd Total:			601.35		
	Department Total:			601.35		
T-21-00-549-000-299	929 ASBURY/1000 1ST(PARTNER PROP.,LLC)					
INSENG	INSITE ENGINEERING, LLC	23-01123	ENG INVOICES MARCH 2023	250.25	0.00	
INSENG	INSITE ENGINEERING, LLC	23-01254	PROF SVS	1,215.00	0.00	
TMASSO	T & M ASSOCIATES	23-01467	LAF44332 929 Asbury Ave.	407.50	0.00	
TMASSO	T & M ASSOCIATES	23-01560	LAF442383 929 ASBURY AVE	570.50	0.00	
				<u>2,443.25</u>		
	Extd Total:			2,443.25		
	Department Total:			2,443.25		
T-21-00-551-000-299	700 MONROE AVE(MONROE AVENUE REALTY,LLC)					
INSENG	INSITE ENGINEERING, LLC	23-01123	ENG INVOICES MARCH 2023	371.25	0.00	
	Extd Total:			371.25		
	Department Total:			371.25		
T-21-00-557-000-299	1109 GRAND AVENUE(ANDREW & LIANA MOSS)					
INSENG	INSITE ENGINEERING, LLC	23-01123	ENG INVOICES MARCH 2023	300.00	0.00	
	Extd Total:			300.00		
	Department Total:			300.00		
T-21-00-565-000-299	917 3RD AVENUE(MA 917 3RD AVENUE, LLC)					
JACSER	JACK A. SERPICO	23-01507	PB LGL SVS 23-03-E-917 THIRD-2	1,275.00	0.00	
INSENG	INSITE ENGINEERING, LLC	23-01514	PB ENG SVS INV 28689	742.50	0.00	
CLACAN	CLARKE CATON HINTZ PC	23-01525	PB PROF SVS INV# 86001 CCH	942.50	0.00	
				<u>2,960.00</u>		
	Extd Total:			2,960.00		
	Department Total:			2,960.00		
T-21-00-566-000-299	807 MEMORIAL DR.(BREAKWATER TREATMENT)					
INSENG	INSITE ENGINEERING, LLC	23-01123	ENG INVOICES MARCH 2023	450.00	0.00	
	Extd Total:			450.00		
	Department Total:			450.00		

Attachment: Bill List 6-14-23 (2023-296 : Payment of Bills)

June 7, 2023
11:44 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
Page 10 of 20

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-568-000-299	BL 4001(INSPE.FEES)(AP BL 4001 VENTURE)					
INSENG	INSITE ENGINEERING, LLC	23-01207	Insite invoices	614.79	0.00	
	Extd Total:			614.79		
	Department Total:			614.79		
T-21-00-572-000-299	202 7TH AVE(INSPE.FEES)(202 7TH AVE,LLC)					
INSENG	INSITE ENGINEERING, LLC	23-01220	Insite INSPECTION 202 Seventh	1,873.05	0.00	
TMASSO	T & M ASSOCIATES	23-01470	LAF443330 202 7th Ave.	244.50	0.00	
				<u>2,117.55</u>		
	Extd Total:			2,117.55		
	Department Total:			2,117.55		
T-21-00-575-000-299	1509-1511 KINGSLEY(AP LUXURY APARTMENTS)					
INSENG	INSITE ENGINEERING, LLC	23-01123	ENG INVOICES MARCH 2023	1,036.75	0.00	
	Extd Total:			1,036.75		
	Department Total:			1,036.75		
T-21-00-576-000-299	416 BOND STREET(NEWELL ST LLC)					
INSENG	INSITE ENGINEERING, LLC	23-01123	ENG INVOICES MARCH 2023	2,244.00	0.00	
	Extd Total:			2,244.00		
	Department Total:			2,244.00		
T-21-00-579-000-299	1123 SUMMERFIELD(1123 SUMMERFIELD, LLC)					
INSENG	INSITE ENGINEERING, LLC	23-01207	Insite invoices	520.00	0.00	
THEBE005	THE BEEKMAN LAW FIRM, LLC	23-01545	PB AND ZB LEGAL INVOICES	450.00	0.00	
				<u>970.00</u>		
	Extd Total:			970.00		
	Department Total:			970.00		
T-21-00-585-000-299	BALTIC & AEGEAN(INSPECTION FEES)(K.HOV)					
INSENG	INSITE ENGINEERING, LLC	23-01207	Insite invoices	191.95	0.00	
	Extd Total:			191.95		
	Department Total:			191.95		
	CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET:			21,932.62		
	Fund Total: PLANNING & ZONING ESCROW FUND BUDGET:			21,932.62		
Fund:	CITY OF ASBURY PARK REDEVELOPMENT ESCROW					
T-48-56-850-000-833	1201 MEMORIAL(DOUGLAS DEVELOPMENT CORP)					
KYLEM005	KYLE MCMANUS ASSOCIATES LLC	23-01383	Invoice 4386 1012 Asbury Ave.	330.75	0.00	
T-48-56-850-000-856	1012 ASBURY AVE(SHARED EQUITIES CO.,LLC)					
KYLEM005	KYLE MCMANUS ASSOCIATES LLC	23-01383	Invoice 4386 1012 Asbury Ave.	1,312.00	0.00	
T-48-56-850-000-862	1001 1ST AVENUE(ASBURY PARK FIRST)					
KYLEM005	KYLE MCMANUS ASSOCIATES LLC	23-01383	Invoice 4386 1012 Asbury Ave.	220.50	0.00	

Attachment: Bill List 6-14-23 (2023-296 : Payment of Bills)

June 7, 2023
11:44 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
Page No. 20

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-48-56-850-000-863	1206 SPRINGWOOD AV(INTERFAITH NEIGHBORS)					
KYLEM005 KYLE MCMANUS ASSOCIATES LLC	23-01383 Invoice 4386 1012 Asbury Ave.			294.00	0.00	
	Extd Total:			2,157.25		
	Department Total:			2,157.25		
	CAFR Total:			2,157.25		
	Fund Total: CITY OF ASBURY PARK REDEVELOPMENT ESCROW			2,157.25		
	Year Total:			36,570.78		
Total Charged Lines:	528	Total List Amount:	4,359,544.60	Total Void Amount:	0.00	

Attachment: Bill List 6-14-23 (2023-296 : Payment of Bills)

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT	2-01	10,552.31	0.00	0.00	10,552.31
SEWER UTILITY: BUDGET:	2-07	534,609.39	0.00	0.00	534,609.39
Year Total:		545,161.70	0.00	0.00	545,161.70
CURRENT	3-01	2,237,552.30	0.00	0.00	2,237,552.30
BEACH	3-05	14,100.67	0.00	0.00	14,100.67
TRANSPORTATION UTILITY: BUDGET:	3-06	16,369.56	0.00	0.00	16,369.56
SEWER UTILITY: BUDGET:	3-07	67,825.20	0.00	0.00	67,825.20
Year Total:		2,335,847.73	0.00	0.00	2,335,847.73
GENERAL CAPITAL FUND BUDGET:	C-04	553,597.29	0.00	0.00	553,597.29
PARKING CAPITAL	C-09	492,174.68	0.00	0.00	492,174.68
BEACH CAPITAL FUND BUDGET:	C-10	369,258.83	0.00	0.00	369,258.83
Year Total:		1,415,030.80	0.00	0.00	1,415,030.80
GRANT FUND BUDGET:	G-02	26,933.59	0.00	0.00	26,933.59
ANIMAL CONTROL FUND BUDGET:	T-12	16.20	0.00	0.00	16.20
LAW ENFORCEMENT TRUST FUND BUDGET:	T-13	11,014.21	0.00	0.00	11,014.21
COMMUNITY DEVELOPMENT BLK GRANT BUDGE	T-17	1,187.34	0.00	0.00	1,187.34
TRUST OTHER	T-20	263.16	0.00	0.00	263.16
PLANNING & ZONING ESCROW FUND BUDGET:	T-21	21,932.62	0.00	0.00	21,932.62
CITY OF ASBURY PARK REDEVELOPMENT ESC	T-48	2,157.25	0.00	0.00	2,157.25
Year Total:		36,570.78	0.00	0.00	36,570.78
Total of All Funds:		4,359,544.60	0.00	0.00	4,359,544.60

June 14, 2023 Council Meeting

Balance Brought Forward from Total List Amount	\$ 4,359,544.60
Daniel Virtgaym (23-01425)	\$ 54.98
Costco (PO 23-01653)	\$ 43.00

Total:	<u>\$ 4,359,642.58</u>
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Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 14, 2023
RESOLUTION SUMMARY

2023-297

Resolution authorizing the purchase of an evidential breath test system for the Police Department from Drager Inc. totaling \$19,305.00 utilizing Police O&E funds.



RESOLUTION NO. 2023-297

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

RESOLUTION AUTHORIZING THE PURCHASE OF AN EVIDENTIAL BREATH TEST SYSTEM FOR THE POLICE DEPARTMENT

WHEREAS, the City of Asbury Park ("City") has a need to purchase an evidential breath test system for the Police Department that are specifically designed to meet the Attorney General's mandatory In-Service requirements; and

WHEREAS, the City has obtained the attached quotes from Drager totaling \$19,305.00:

WHEREAS, the City of Asbury Park is desirous of awarding a contract to the vendor listed above in an amount of \$19,305.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts 3-01-25-240-000-206. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the purchase of an evidential breath test system for the Police Department in the amount of \$19,305.00 and a copy of this Resolution shall be provided to the Chief of Police, City Manager, CFO and Purchasing Agent.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-297 which was finally adopted by the City Council at a meeting held on the 14th day of June, 2023

CERTIFIED BY ME THIS 15th DAY OF June, 2023.

LISA ESPOSITO
CITY CLERK

Dräger, Inc.
3135 Quarry Road
Telford, PA. 18969
PH 800-437-2437
FAX 215-723-5935

Dräger

PRICE QUOTATION

DATE 5/24/2023		DRAEGER SALES REP Sharon Roach (412) 720-8571		QUOTE NO. SR80422A	PAGE NO. 1	
CUSTOMER NAME Asbury Park Police Department				ATTENTION: W. Reng		
ADDRESS 1 Municiple Plaza				PHONE 732-502-4583		
CITY, STATE, ZIP CODE Asbury Park, NJ 07712				FAX		
ESTIMATED SHIPPING DATE(S)						
ITEM NO.	QTY	PART NUMBER	CONFIGURATION CODE	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
1	1	4412301		New Jersey Alcotest® 9510 Evidential Breath Test System Includes: -Alcotest 9510 New Jersey (8327998) -Cable channel cover -Monochrome laser printer -Cable, USB A-B connection 2.0 -Dry Gas Enclosure Complete-New Jersey -Keyboard, mini-USB-connection -Cable, network ethernet, cat5, RJ45-10' -Power cord, 9510 3 conductor line -Mouthpiece Classic w/valve (25 pcs.) -Organizer stand, 9510 -Surge Power Protector, 6' cable -system peripherals (gateway, scanner, signature pad, cradle) -Includes standard one year Manufacturer's Warranty	\$ 15,300.00	\$ 15,300.00
2	1	MQ91434		EBT Ten-Year Extended Service Agreement	\$ 3,100.00	\$ 3,100.00
				Additional items per NJ standards		
3	2	4401036		105L 0.10% Dry Gas	\$ 200.00	\$ 400.00
4	10	6805703		Mouthpieces w/ NRV (25 per bag)	\$ 12.50	\$ 125.00
5	1	NA10675		Uninterruptible Power Supply	\$ 380.00	\$ 380.00
TOTAL Page 1					\$	19,305.00
Special Conditions/Comments:						
FOB: Telford, PA. USA Terms: Quote Expiration: Offer expires 60 days from date of signature. The sale of the products identified herein is expressly subject to the Draeger, Inc. - Terms and Conditions of Sales which are attached hereto and which may also be found at: https://www.draeger.com/en-us_us/Home/Terms-Conditions						
Draeger Safety Representative:					Date:	5/24/2023

Attachment: DRAGER EVIDENTIAL BREATH TEST SYSTEM (2023-297 : Purchase of an Evidential Breath Test System for the Police



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 14, 2023
RESOLUTION SUMMARY

2023-298

Resolution authorizing the purchase of various parts and materials needed to repair the Elgin Street Sweeper at the Department of Public Works from W.E Timmerman Company, Inc. in the amount of \$8,715.65.



RESOLUTION NO. 2023-298

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

RESOLUTION AUTHORIZING THE PURCHASE OF PARTS & MATERIALS NEEDED FOR REPAIRS TO THE ELGIN STREET SWEEPER

WHEREAS, the City has a need to purchase various parts and materials needed to repair the Elgin Street Sweeper at the Department of Public Workers; and

WHEREAS, the City has solicited and obtained two quotes from W.E. Timmerman Co., Inc. and Cherry Valley Tractor Sales.; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract for the purchase of various parts and materials needed to repair the street sweeper to W.E. Timmerman Co., Inc. in an amount of \$8,715.65; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts 3-01-26-290-000-203. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the purchase of various parts and materials needed to repair the Elgin Street Sweeper in the amount of \$8,715.65 and a copy of this Resolution shall be provided to the City Manager, CFO, Director of Capital Projects & Facilities and Director of Purchasing.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-298 which was finally adopted by the City Council at a meeting held on the 14th day of June, 2023

CERTIFIED BY ME THIS 15th DAY OF June, 2023.

LISA ESPOSITO
CITY CLERK

Quote

W. E. TIMMERMAN CO., INC
PO BOX 71
3554 ROUTE 22 WEST
WHITEHOUSE NJ 08888
Ph: (908) 534-4126
Fx: (908) 534-2320



Order Number: 0193177
Order Date: 5/23/2023

Customer Number: ASBURY

Sold To:
ASBURY PARK CITY
1 MUNICIPAL PLAZA
ASBURY PARK, NJ 07712

Ship To:
ASBURY PARK CITY
1 MUNICIPAL PLAZA
ASBURY PARK, NJ 07712

Confirm To:

Customer P.O.	Ship VIA	F.O.B.	Terms			
ESTIMATE - PELICAN NP			NET 30 DAYS			
Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
REPAIRS TO ELGIN PELICAN NP SN/ NP413345 HOURS/ 5891						
NOTE CUSTOMER WILL INSTALL DOC & DPF - TESTED UNIT TEMPERATURE & PRESSURE SENSOR ARE WORKING.						
JDRE566836	EACH	1.00	0.00	0.00	4,953.42	4,953.42
DIESEL OXIDATION CATALYST, RAD						
			Whse: 001			
JDRE545865	EACH	2.00	0.00	0.00	210.95	421.90
CLAMP						
			Whse: 001			
JDRE567056	EACH	1.00	0.00	0.00	2,445.33	2,445.33
DIESEL PARTICULATE FILTER						
			Whse: 001			
FREIGHT ESTIMATED						
WETCO WILL BE CALLED IN AFTER CUSTOMER FINISHES REPAIR TO CALIBRATE AND RESET TIMER FOR DOC & DPF.						
/3	EACH	5.00	0.00	0.00	149.00	745.00
LABOR						

Net Order:	8,585.65
Less Discount:	0.00
Freight:	150.00
Sales Tax:	0.00
Order Total:	8,715.65

Attachment: STREET SWEEPER QUOTES (2023-298 : Authorizing the Purchase of Parts & Materials Needed for Repairs to the Elgin Street

WETIMM

CITY OF ASBURY PARK
Department of Public Works
PURCHASE REQUEST

DATE:

5/31/23

DESCRIPTION of Purchase:

DPW ELGIN SWEEPERS NEWS DIESEL OXIDATION
& PARTICULATE CATALYST.

REASON for Purchase

CLOGGING WITH CARBON BUILDUP.

AMOUNT:

\$8715.⁶⁵

VENDOR'S NAME AND ADDRESS:

Timmonman Equip Company

REMARKS:

REQUESTED BY:

Ed Pawluch.

DPW DIRECTOR'S APPROVAL

[Signature]

5-31-2023

Line Item:

3-01-26-290-000-203

Streets & Road Motor Vehicle



35 Route 70 West
Marlton, New Jersey 08053-3099
Tel #856-983-0111 Fax #856-983-7700
Cell #732-320-0452

To: CITY OF ASBURY PARK
9 MAIN STREET
ASBURY, NJ 07712-7000

Attn: EDDIE PAWLICKI
Tel: 732-775-0900
Cell: 732-859-6047

Email: Edward.Pawlicki@cityofasburypark.com

Date	6/6/2023
Estimated Delivery	From Receipt of Order
Terms	
F.O.B.	Marlton, NJ
To Be Shipped Via	
Salesman	John Fowler

****Price on this quote is an estimate and is subject to being increased****

Quantity			Total
	ELGIN PELICAN REPAIR PARTS		
1	JDRE566836 DIESEL OXIDATION CATALYST RADIATOR		\$ 5,483.24
2	JDRE545865 CLAMP	\$260.68 X 2 =	\$ 521.36
1	JDRE567056 DIESEL PARTICULATE FILTER		\$ 2,943.68
1	LABOR TO INSTALL		\$ 880.00
	TOTAL SELL PRICE WITH FREIGHT		\$ 9,828.28
Please note terms and conditions on Page 2			

Thank you for the opportunity

John Fowler

TERMS AND CONDITIONS

- Sale is not final until this purchase order is signed by Seller and Buyer.
- No Warranties Express or Implied: Seller makes no warranties, express or implied by law, as to the product(s) set forth in this purchase order, and Seller specifically disclaims any implied warranty of merchantability or fitness for a particular purpose and any liability for consequential damages, including loss of income.
- Manufacturer's Price Increase: Manufacturer has reserved the right to change the price of products to Seller without notice. In the event the price to Seller of the product(s) ordered by Buyer is changed by Manufacturer prior to its delivery to Buyer, Seller reserves the right to change the cash delivery price to Buyer. If the cash delivery price is increased by Seller, Buyer may, if dissatisfied with the higher figure, cancel this order.
- Delays in Delivery: Buyer understands and agrees that Seller shall not be held responsible for any loss, damage, detention, delay, or failure to deliver resulting from any cause which is unavoidable or beyond Seller's reasonable control, including, but not limited to, fire, flood, natural disaster, strike or labor disturbance, accident, vandalism, riot or insurrection, war, any order, decree, law, or regulation of any court, government, or governmental
- In the event that this purchase order is canceled by mutual written consent of Seller and Buyer, or if Seller is unable to make delivery of said product(s) for any of the reasons specified herein, Seller shall return and Buyer shall accept any of the monies paid for the product(s) in full discharge of any obligations of Seller to Buyer hereunder.
- No Modification Unless in Writing: Buyer agrees that all previous communications between Seller and Buyer, either verbal or written, with reference to the subject matter of this purchase order, are hereby abrogated. Buyer further agrees that no modification hereof shall be binding upon Seller unless said modification is in writing and agreed to and accepted in writing by an officer or authorized representative of Seller.
- Choice of Law and Forum: In the event that a dispute arises under this purchase order, Buyer and Seller agree that said dispute shall be governed by the law of the State of New Jersey, and Buyer and Seller agree that the dispute will be adjudicated in the State of New Jersey, and Buyer agrees to submit to jurisdiction of said court.
- Attorney's Fees: In the event that Seller turns a dispute arising under this purchase order to an attorney and prevails in said dispute, Buyer understands and agrees that Buyer will be liable for either, at Seller's choice, stipulated attorney's fees in the sum of twenty (20) percent of the unpaid balance of this purchase order, or actual attorney's fees incurred by Seller resolving the dispute to conclusion.

Cherry Valley Tractor Sales
 35 West Route 70
 Marlton, NJ, 08053
www.cherryvalleytractor.com



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 14, 2023
RESOLUTION SUMMARY

2023-299

Resolution authorizing the purchase of replacement valves needed at the Wastewater Treatment Plant totaling \$9,124.00 utilizing funds for Sewer O&E from Tek-Sales on the PVSC Co-Op.



RESOLUTION NO. 2023-299

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

RESOLUTION AUTHORIZING THE PURCHASE OF REPLACEMENT VALVES NEEDED AT THE WASTEWATER TREATMENT PLANT

WHEREAS, the City of Asbury Park ("City") has a need for replacement valves needed at the Wastewater Treatment Plant; and

WHEREAS, the City has obtained the attached quotes from Tek-Sales, Inc. totaling \$9,124.00 off of the Passaic Valley Sewerage Commission (PVSC) Cooperative Contract #B263A; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract for this purchase to Tek-Sales, Inc. in the amount of \$9,124.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the Sewer Account 3-07-55-502-000-206. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the purchase of replacement valves needed at the Wastewater Treatment Plant in the amount of \$9,124.00 from Tek-Sales, Inc. and a copy of this Resolution shall be provided to the Director of Capital Projects & Public Facilities, City Manager, CFO and Purchasing Agent.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-299 which was finally adopted by the City Council at a meeting held on the 14th day of June, 2023

CERTIFIED BY ME THIS 15th DAY OF June, 2023.

LISA ESPOSITO
CITY CLERK

www.dezurik.com

DeZURIK Quotation

Tek-Sales, Inc

To: City of Asbury Park WWTP &
Conveyance System
Rudy Corona Superintendent
Asbury Park
USA
Phone 732-774-5131
Email
Rudy.corona@cityofasburypark.com

Invoice Terms: Net 30 Days
Days Valid: 30
Shipping Point:
Delivery Notes: FFA

Date of Quote: 05-08-2023
Quote Number: 315459
Project Name: PVSC CO-OP CONTRACT B263A
I.D. (Rep. Use):
Line of Business: 4952 - Municipal Sewage Treatment
Make Order To: Tek-Sales, Inc
Ray Virgens
5 Marway Circle Suite 14
Rochester, NY 14564
USA
Phone 201-563-6594
Email ray.virgens@tek-sales.com

Currency and Values expressed in USD (\$)

Line #	Cust. Line # Tag #	Qty	Order Code	Unit Price	Total Price
1		2	PEF,6,F1,CI,NBR,CR*NT PEF: Style - DeZURIK 100% Area Rectangular Port Eccentric Plug Valve (AWWA C517) 6: Size - 6 Inch (150mm), Type 316 Stainless Steel Bearings - ASTM A743 Grade CF8M, Welded-In Nickel Seat F1: End Connection - Flanged, Drilled to ASME B16.1 Class 125/150 CI: Body Material - Cast Iron, ASTM A126, Class B NBR: Packing - Acrylonitrile-Butadiene Reinforced, Multiple V-Ring with External Adjustment, -20 to 250 Degree F. (-29 to 83 Degree C.) CR: Plug Facing - Ductile Iron - ASTM A536 with Chloroprene Face; -20 to 180°F (-29 to 83°C) Coating or Paint: SB0 - 4 mils minimum (non-stainless steel parts) of Blue DeZURIK Epoxy (NSF Std. 61) on Exterior with Standard (SP10) surface prep NT: Actuator Type - 2 Inch Square Nut	\$1,338.00	\$2,676.00
2		2	PEF,8,F1,CI,NBR,CR*GS-6A-HD8 PEF: Style - DeZURIK 100% Area Rectangular Port Eccentric Plug Valve (AWWA C517) 8: Size - 8 Inch (200mm), Type 316 Stainless Steel Bearings - ASTM A743 Grade CF8M, Welded-In Nickel Seat F1: End Connection - Flanged, Drilled to ASME B16.1 Class 125/150 CI: Body Material - Cast Iron, ASTM A126, Class B NBR: Packing - Acrylonitrile-Butadiene Reinforced, Multiple V-Ring with External Adjustment, -20 to 250 Degree F. (-29 to 83 Degree C.) CR: Plug Facing - Ductile Iron - ASTM A536 with Chloroprene Face; -20 to 180°F (-29 to 83°C) Coating or Paint: SB0 - 4 mils minimum (non-stainless steel parts) of Blue DeZURIK Epoxy (NSF Std. 61) on Exterior with Standard (SP10) surface prep GS-6A-HD8: Actuator Type - G-Series Worm Gear with Handwheel Operator	\$3,041.00	\$6,082.00
3		1	ACC*LVA-6 Lever for 6" PEF Plug Valve.	\$77.00	\$77.00
4		1	ACC*LVA-8 Lever for 8" PEF Plug Valve.	\$106.00	\$106.00

\$9,124.00

DeZURIK Quotation

Tek-Sales, Inc

Line #	Cust. Line #	Qty	Order Code	Unit Price	Total Price
5		1	CVS,20,250,F1,DIF,DI-S1-S1-NBR*AC CVS: Style - Swing Check Valves 20: Size - 20 Inch (500mm) 250: Body Style - Series 250 Swing Check Valve F1: End Connection - Flanged; ASME 125/150 DIF: Body Material - Ductile Iron: Fusion Bonded Epoxy, 12 Mils Interior and Exterior DI: Disc - Ductile Iron S1: Shaft - 304 Stainless Steel S1: Body Seat Material - 304 Stainless Steel NBR: Disc Seat Material - Acrylonitrile-Butadiene (NBR) Coating or Paint: L41LD1 - 12 mils minimum (non-stainless steel parts) of Blue Fusion Bonded Epoxy on Interior and SP5 surface prep AND Blue Fusion Bonded Epoxy (Valve), and on Exterior with SP5 surface prep AC: Actuator Type - Air Cushion Side Mounted Cylinder	\$26,800.00	\$26,800.00
6		1	CVS,24,250,F1,DIF,DI-S1-S1-NBR*AC CVS: Style - Swing Check Valves 24: Size - 24 Inch (600mm) 250: Body Style - Series 250 Swing Check Valve F1: End Connection - Flanged; ASME 125/150 DIF: Body Material - Ductile Iron: Fusion Bonded Epoxy, 12 Mils Interior and Exterior DI: Disc - Ductile Iron S1: Shaft - 304 Stainless Steel S1: Body Seat Material - 304 Stainless Steel NBR: Disc Seat Material - Acrylonitrile-Butadiene (NBR) Coating or Paint: L41LD1 - 12 mils minimum (non-stainless steel parts) of Blue Fusion Bonded Epoxy on Interior and SP5 surface prep AND Blue Fusion Bonded Epoxy (Valve), and on Exterior with SP5 surface prep AC: Actuator Type - Air Cushion Side Mounted Cylinder	\$41,800.00	\$41,800.00
7		1	OCV Model 108-2 4" Flanged Pressure Sustaining Valve 108G002-0401113 (4", 108-2, PRESSURE RELIEF/SUSTAINING VALVE, DIBT) SIZE: 4" OCV MODEL: 108-2 FUNCTION: PRESSURE RELIEF VALVE BODY PATTERN: GLOBE END CONNECTION: 150# FE FLAT FACE BODY/BONNET: DUCTILE IRON COATING: NSF61 EPOXY COATING SEAT RING: BRONZE TUBING: COPPER FITTINGS: BRASS CONTROL PILOT: SS 1330 PRESSURE RELIEF/SUSTAINING PILOT PILOT SPRING RANGE: 5-30/20-80/20-200/100-300 SPRINGS FACTORY SET @ CUSTOMER TO SPECIFY ELASTOMERS: EPDM COMPONENTS INCLUDE: Y-STRAINER; ISOLATION BALL VALVES VALVE SPEED CONTROL (ADJUSTABLE)	\$1,950.00	\$1,950.00
8		1	Freight Freight cost for item 7, OCV Control Valve.	\$200.00	\$200.00
Total					\$79,691.00

www.dezurik.com

DeZURIK Quotation

Tek-Sales, Inc

Line #	Cust. Line # Tag #	Qty	Order Code		Unit Price	Total Price
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Comments

VALVES UNDER THE PVSC CO-OP CONTRACT B263A WITH THE EXCEPTION OF THE OCV VALVE.



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 14, 2023
RESOLUTION SUMMARY

2023-300

Resolution authorizing the purchase and installation of ADA approved railing at the Transportation Center totaling \$7,400.00 from Carl's Fencing & Decking utilizing ARP Funds.



RESOLUTION NO. 2023-300

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

RESOLUTION AUTHORIZING THE PURCHASE AND INSTALLATION OF ADA APPROVED RAILING AT THE TRANSPORTATION CENTER

WHEREAS, the City has a need to purchase and install ADA approved railing at the Transportation Center; and

WHEREAS, the City has obtained quotes from Shorelands Construction, Inc. and Carl's Fencing, Decking & Home Improvements; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract to Carl's Fencing, Decking & Home Improvements in the amount of \$7,400.00; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the purchase and installation of ADA approved railing at the Transportation Center in the amount of \$7,400.00 and a copy of this Resolution shall be provided to the City Manager, CFO, Director of Capital Projects & Public Facilities and Director of Purchasing.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-300 which was finally adopted by the City Council at a meeting held on the 14th day of June, 2023

CERTIFIED BY ME THIS 15th DAY OF June, 2023.

LISA ESPOSITO
CITY CLERK

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

Generated on 05/17/2023 9:00 am



C23-05952-1
PROPOSAL / CONTRACT

Job Name: Social Services Offices handicap railings	Office #: (732) 502-4591	Date: 2023-05-10
Job Site: 111 Main Street	Cross Street: Cookman	
City: Asbury Park	State: NJ	Zip: 07712
Site Supervisor Robert Blanchini	Cell #: (732) 312-7579	County: Monmouth County
		Fax #: (732) 775-8169

☐ Supply and Install:

Approximately 44 linear feet of 2 line, raw aluminum, ADA approved railing to include bottom wheelchair safety plate core drilled into existing ramp.

Price is based on Prevailing Wage Labor

* All Electrical Grounding and/or Bounding By Others

Markout #:

Total Contract Amount:
\$7,400.00

Deposit:
\$3,700.00

Balance:
\$3,700.00

Company/Billing Information:

Company Name:
City of Asbury Park

Purchase Order #:

Billing Address:
9 Main Street, Asbury Park, NJ

Project Manager:
Robert Blanchini

Cell #:
(732) 312-7579

Accounting Representative:

Phone #:

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

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

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

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

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

Bill Larason (732) 505-1749

Accepted by: Pizzo Contracting Inc. NJHIC# 13VH04391000

Accepted by (Company Representative)



Shorelands Construction

General Contractors
 175 Washington Street
 Long Branch, NJ, 07740
 TEL: (732) 229-4064
slava@shorelandsmbnj.com

Proposal

05/19/2023

Asbury Park Transportation Center
 1 Municipal Plaza
 Asbury Park, NJ, 07712

1. Mobilization and supervision for work listed below is included.
2. Work is assumed to be performed under single mobilization.
3. Furnish and install approximately 44 ln/f of aluminum railings.
4. Railings to be ADA compliant.
5. Core drill in to existing concrete ramp.

Total Cost \$ 8,500.00

Exclusions

1. Work is assumed during normal working hours 7am-3:30pm
2. No holidays, after hours or overtime work included.
3. No tax included.
4. Cost is based on prevailing wage non-union labor.
5. Proposal is good for 30 days.



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 14, 2023
RESOLUTION SUMMARY

2023-301

Resolution authorizing the purchase of a dumpster for the WWTP totaling \$6,649.00 from Wastequip on Sourcewell Contract #040621-WQI utilizing sewer funds.



RESOLUTION NO. 2023-301

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

RESOLUTION AUTHORIZING THE PURCHASE OF A DUMPSTER FOR THE WASTEWATER TREATMENT PLANT

WHEREAS, the City has a need for a 30 cubic yard dumpster at the Wastewater Treatment Plant; and

WHEREAS, the City has obtained the attached quote from Wastequip totaling \$6,649.00 from the Sourcewell Co-Op Contract #040621 WQI; and

WHEREAS, the City of Asbury Park is desirous of awarding the purchase of a dumpster to Wastequip in the amount of \$6,649.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account: 3-07-55-502-000-206. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorizes the purchase of a 30 cubic yard dumpster at the Wastewater Treatment Plant for a total amount of \$6,649.00 from Wastequip; and

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

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-301 which was finally adopted by the City Council at a meeting held on the 14th day of June, 2023

CERTIFIED BY ME THIS 15th DAY OF June, 2023.

LISA ESPOSITO
CITY CLERK



506 New Brooklyn Road, Williamstown, NJ,
08094

WQ-10274970



Awarded Contract

Contract #040621-WQI

Sell To:

Contact Name	Robert Bianchini	Ship To Name	City of Asbury Park
Bill To Name	City of Asbury Park	Ship To	1 Municipal Plz
Bill To	1 Municipal Plz		Ste 1
	Ste 1		Asbury Park, NJ 07712-7066
	Asbury Park, NJ 07712-7066		USA
	USA		
Email	robert.bianchini@cityofasburypark.com		
Phone	(732) 502-4591		
Mobile	(732) 312-7579		

Quote Information

Salesperson	Shane Gore	Created Date	5/23/2023
Salesperson Email	sgore@wastequip.com	Expiration Date	6/22/2023
		Quote Number	WQ-10274970
			Please Reference Quote Number on all Purchase Orders

Sourcewell Number 18,864

Product	Product Description	Selected Option	Quantity	Sales Price	Total Price
Container - NJ - 206739NE	30 Cubic Yard Standard Duty Rectangular Roll Off Container 22' Long - Floor: 7 gauge with 3" structural channels on 18" centers and 6"x 2"x 3/16" Structural Tubing Main Rails, Walls: 12 gauge with side columns on 24" centers and 3" x 4" x 11 gauge Top Rails, Primed and Painted any Standard Color	Color: Dark Blue	1.00	\$6,163.00	\$6,163.00

Payment Terms	Net 30 Days if credit has been established	Subtotal	\$6,163.00
Shipping Terms	FOB Origin	Shipping	\$486.00
		Grand Total	\$6,649.00

Additional Information

Additional Terms Our Quote is a good faith estimate, based on our understanding of your needs. Subject to our acceptance, your Order is an offer to purchase our Products and services in accordance with the Wastequip Terms & Conditions of Sale ("WQ T&C") located at: <https://www.wastequip.com/terms-conditions-of-sale>, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. These WQ T&Cs may be updated from time to time and are available by hard copy upon request.

Additional Information Pricing is based on your anticipated Order prior to the expiration of this Quote, including product specifications, quantities and timing. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated,

Attachment: WASTEQUIP DUMPSTER FOR WWTP (2023-301 : Authorizing the purchase of a dumpster for the WWTP)



506 New Brooklyn Road, Williamstown, NJ,
08094

WQ-10274970



Awarded Contract

Contract #040621-WQI

materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change.

Special Contract
Information

Sourcewell-Pricing & Product offerings are based on the Sourcewell Co-Operative Contract with Wastequip, LLC (#040621-WQI, eff. 06/02/2021) and such Contract terms & conditions are incorporated herein by reference. Pricing & Product (& related) changes may occur at any time with proper documentation, & subject to Sourcewell approval; therefore, offerings may change without written prior notice. Wastequip Product Limited Warranties, Disclaimers, Limitation of Liability & Remedies, & Limited Warranty Provisions apply to all purchases thereunder.

Signatures

Accepted By: _____

Company Name: _____

Date: _____

Purchase Order: _____

Please Reference Quote Number on all Purchase Orders

Attachment: WASTEQUIP DUMPSTER FOR WWTP (2023-301 : Authorizing the purchase of a dumpster for the WWTP)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 14, 2023
RESOLUTION SUMMARY

2023-302

Resolution authorizing the purchase and installation of thickener return pipe at the Sewer Plant in the amount of \$11,200.00 utilizing sewer funds.



RESOLUTION NO. 2023-302

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

RESOLUTION AUTHORIZING THE PURCHASE AND INSTALLATION OF THICKENER RETURN PIPE AT THE SEWER PLANT

WHEREAS, the City has a need to purchase and install a section of the thickener return pipe at the Sewer Plant; and

WHEREAS, the City has obtained the attached quote from Municipal Maintenance Co. totaling \$11,200.00 from the North Jersey Wastewater Cooperative Pricing System Contract #B331-4; and

WHEREAS, the City of Asbury Park is desirous of awarding these repairs to Municipal Maintenance Co. in the amount of \$11,200.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account 3-07-55-502-000-205. 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 and installation of the thickener return pipe in the amount of \$11,200.00 and a copy of this Resolution shall be provided to the Director of Capital Projects & Public Facilities, City Manager, CFO and Director of Purchasing.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-302 which was finally adopted by the City Council at a meeting held on the 14th day of June, 2023

CERTIFIED BY ME THIS 15th DAY OF June, 2023.



~~Lisa Esposito, City Clerk~~ 6/15/2023

LISA ESPOSITO
CITY CLERK

MUNICIPAL MAINTENANCE CO.

1352 Taylors Lane
Cinnaminson, NJ 08077
Ph: 856-786-9434
Fax: 856-786-0642
www.mmc-nj.com

Bill To:

Rudy Corona
City of Asbury Park
1700 Kingsley St.
Asbury Park, NJ
(732) 921-1074

Rudy.Corona@cityofasburypark.com

Quotation

DATE 5/31/2023
Quotation # 46807Q

Quotation valid until: 6/30/2023
Terms: Net 30 Days
Delivery: TBD

Project Name: Supply and Install (1) Section of 12" Thickener Pipe

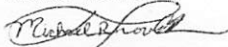
Item	Qty	Description	Unit Price	Total Price
1.	1	Perform the following work: • Supply and install (1) section of 12" thickener pipe in upper pipe gallery • Qty. (1) FL X FL DIP C/L SPOOL PC 12 X 17'-6 CLASS 53 • New hardware and gaskets included	\$ 11,200.00	\$ 11,200.00
Total				\$ 11,200.00

Comments:

- This quotation does not include any taxes if applicable.
- This quotation is based on the use on the existing pipe hangers.
- Customer to isolate and drain line prior to our arrival.

If you have any questions concerning this quotation, please contact:

Michael Provine

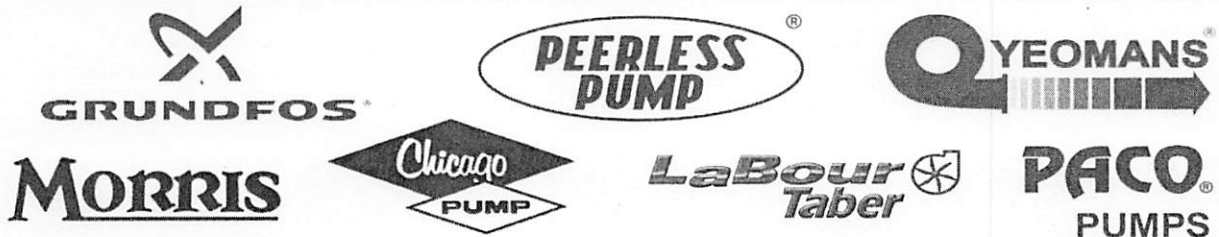


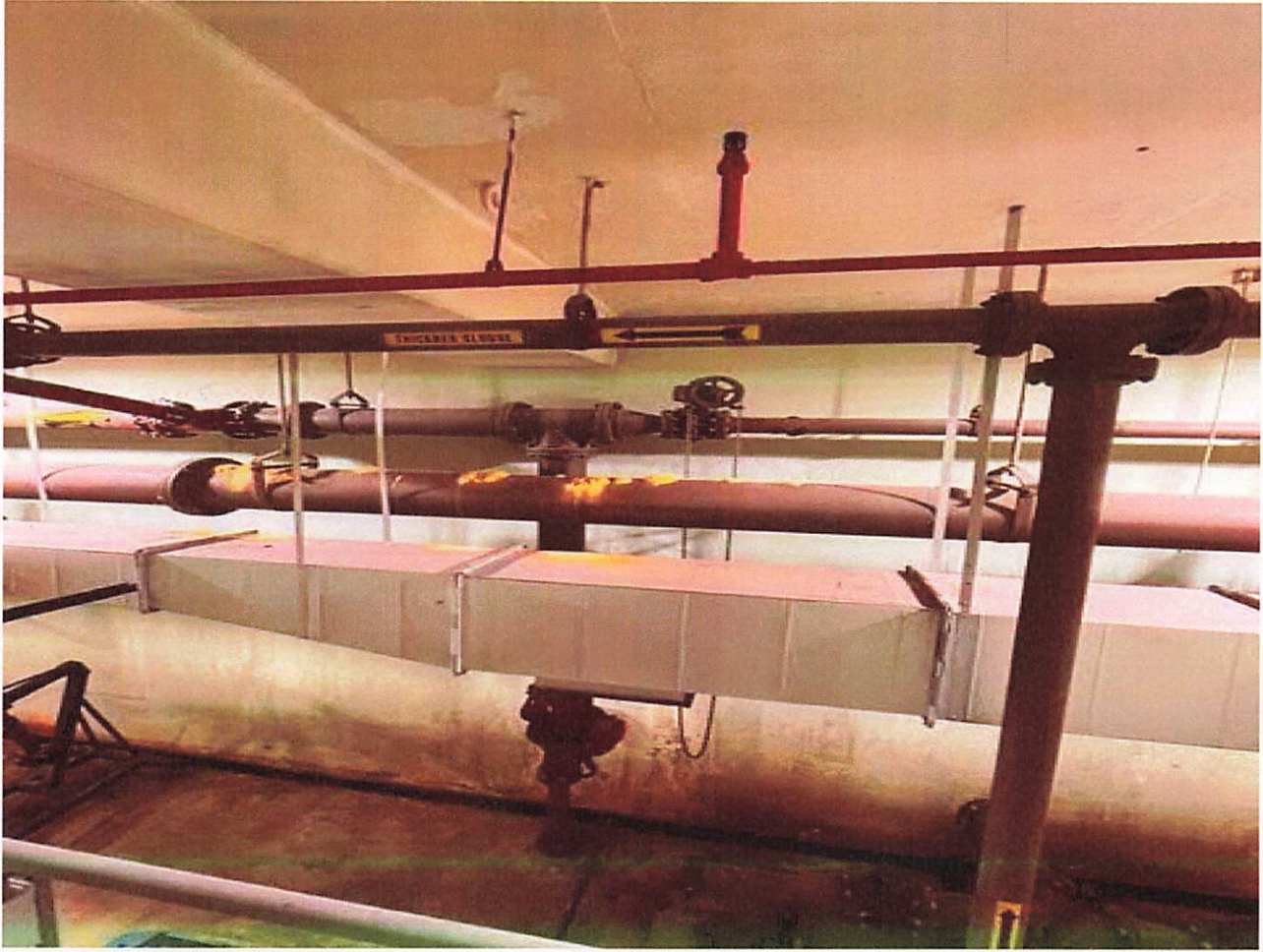
Sales Representative
mprovine@mmc-nj.com
Cell: (732)598-0152

MMC approval _____

THANK YOU FOR YOUR BUSINESS!
ELECTRICAL CONTRACTOR LICENSE #15195
NORTH JERSEY WASTEWATER COOPERATIVE PRICING SYSTEM CO-OP CONTRACT
#B331-4

Exclusive Grundfos Water Utility Distributor in New Jersey, Pennsylvania, & Delaware:





Sent from my iPhone

Attachment: MUNICIPAL MAINTENANCE THICKENER RETURN PIPE (2023-302 : Authorizing the purchase and installation of thickener return



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 14, 2023
RESOLUTION SUMMARY

2023-303

Resolution authorizing the repairs of Influent Pump #2 at the Sewer Plant in the amount of \$31,690.00 utilizing ARP funds.



RESOLUTION NO. 2023-303

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

RESOLUTION AUTHORIZING THE REPAIRS OF INFLUENT PUMP #2 AT THE SEWER PLANT

WHEREAS, the City has a need to repair influent pump #3 at the Sewer Plant; and

WHEREAS, the City has obtained the attached quote from Municipal Maintenance Co. totaling \$31,690.00 from the North Jersey Wastewater Cooperative Pricing System Contract #B331-4; and

WHEREAS, the City of Asbury Park is desirous of awarding these repairs to Municipal Maintenance Co. in the amount of \$31,690.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account 3-07-55-502-000-234. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the “City”), in the County of Monmouth, State of New Jersey authorize the repairs to influent pump #2 in the amount of \$31,690.00 and a copy of this Resolution shall be provided to the Director of Capital Projects & Public Facilities, City Manager, CFO and Director of Purchasing.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-303 which was finally adopted by the City Council at a meeting held on the 14th day of June, 2023

CERTIFIED BY ME THIS 15th DAY OF June, 2023.



~~Lisa Esposito~~, City Clerk 6/15/2023

LISA ESPOSITO
CITY CLERK

MUNICIPAL MAINTENANCE CO.

1352 Taylors Lane
Cinnaminson, NJ 08077
Ph: 856-786-9434
Fax: 856-786-0642
www.mmc-nj.com

Bill To:

Rudy Corona
City of Asbury Park
1700 Kingsley St.
Asbury Park, NJ
(732) 921-1074

Rudy.Corona@cityofasburypark.com

Quotation

DATE 5/26/2023
Quotation # 46764Q

Quotation valid until: 6/25/2023

Terms: Net 30 Days

Delivery: 8 - 10 weeks

Project Name: Repair Fairbanks Rotating Assembly

Item	Qty	Description	Unit Price	Total Price
1.	1	Perform the following work: • Pull Fairbanks Morse vertical influent pump rotating assembly • Transport to MMC shop for disassembly and inspection • Clean and sandblast parts as needed • Supply and install the following: - Impeller, wear ring, bearings, lip seals, O-rings, gaskets, miscellaneous hardware • Fabricate and machine new stainless steel shaft sleeve • Machine and sleeve lower bearing housing • Machine gasket area on seal housing • Rebuild Chesterton mechanical seal • Repair seal housing with Belzona coating • Dynamically balance rotating assembly • Assemble • Paint • Install rotating assembly	\$ 31,690.00	\$ 31,690.00
			Total	\$ 31,690.00

Comments:

- This quotation does not include any taxes if applicable
- This quotation does not include any parts or labor not listed above
- This quotation is based off of previous repaired pump
- MMC will revise this quote after disassembly and inspection if any additional parts or labor is needed to complete the repair

If you have any questions concerning this quotation, please contact:

Christopher Hellings

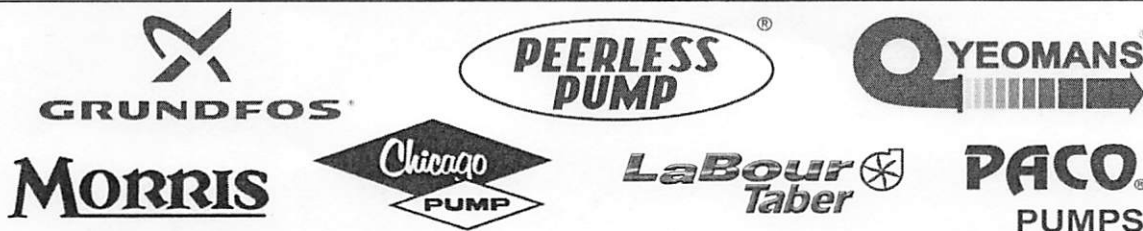
Chris Hellings

Project Engineer
chellings@mmc-nj.com

MMC approval DG

THANK YOU FOR YOUR BUSINESS!
ELECTRICAL CONTRACTOR LICENSE #15195
NORTH JERSEY WASTEWATER COOPERATIVE PRICING SYSTEM CO-OP CONTRACT #B331-4

Exclusive Grundfos Water Utility Distributor in New Jersey, Pennsylvania, & Delaware:





Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 14, 2023
RESOLUTION SUMMARY

2023-304

Resolution approving change order #1 for 2023 Pavement and Sidewalk Improvements Project in the amount of \$0.00



RESOLUTION NO. 2023-304

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

RESOLUTION APPROVING CHANGE ORDER #1 FOR 2023 PAVEMENT AND SIDEWALK IMPROVEMENTS PROJECT

WHEREAS, the City Council of Asbury Park awarded a contract to Fiore Paving Co. on February 22, 2023 for 2023 Pavement and Sidewalk Drive Improvements Project via Resolution #2023-124; and

WHEREAS, the original contract amount approved by the City Council was in the sum of five hundred twenty-three thousand eight hundred twenty-four and thirty cents (\$523,824.30); and

WHEREAS, the City Engineer is requesting Change Order #1 in the amount of \$0.00; and

WHEREAS, Change Order #1 reflects additions and reductions to as-built quantities resulting in a zero (\$0.00) dollar net change to the contract; and

WHEREAS, the Chief Financial Officer has certified that funds are available in Account C-04-55-998-169-001 within the Capital Fund and the maximum dollar value of the pending change orders is as set forth in this resolution; and

WHEREAS, said certification has designated specifically the line-item appropriation(s) of the official budget to which the contract will be officially charged.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Asbury park, County of Mayor and State of New Jersey that this Change Order 1 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 1 on behalf of the Governing Body.

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

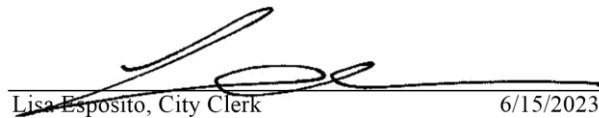
BE IT FURTHER RESOLVED that a certification of availability of funds shall be

attached to the original copy of this resolution and kept in the files of the City Clerk.

BE IT FURTHER RESOLVED that a copy of this Resolution be provided the CFO, Fiore Paving Co., City Engineer and City Manager.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-304 which was finally adopted by the City Council at a meeting held on the 14th day of June, 2023

CERTIFIED BY ME THIS 15th DAY OF June, 2023.


Lisa Esposito, City Clerk 6/15/2023

LISA ESPOSITO
CITY CLERK

T&M ASSOCIATES
CONSULTING & MUNICIPAL ENGINEERS
ELEVEN TINDALL ROAD
MIDDLETOWN, NEW JERSEY 07748

SHEET NO. 1 OF 2
PROJECT NO. ASPK-00788

CHANGE ORDER NO. 1

DATE: June 5, 2023

PROJECT: 2023 Pavement and Sidewalk Improvements

OWNER: City of Asbury Park

CONTRACTOR: Fiore Paving Co., Inc.

DESCRIPTION OF CHANGE:

REDUCTIONS:

Various items are reduced to reflect current as-built quantities.

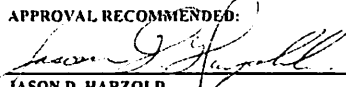
EXTRA:

Various items are increased to reflect current as-built quantities.

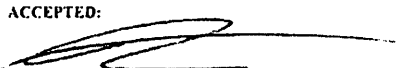
SUPPLEMENTARY:

- S-1 Concrete Curb and Gutter
S-2 Construction of B Inlets
S-3 6" Reinforced Concrete Apron

APPROVAL RECOMMENDED:


JASON D. HARZOLD
PRINCIPAL PROJECT MANAGER

ACCEPTED:


CONTRACTOR:
Fiore Paving Co., Inc.

OWNER'S APPROVALS:

NOTE: All work to be done
according to Contract
Specifications.

SEE ATTACHED DETAIL	ADDITIONAL	REDUCTION
A. TOTAL REDUCTIONS THIS C.O.	XXXXXXXXXX	\$56,087.50
B. TOTAL EXTRAS THIS C.O.	\$9,070.50	XXXXXXXXXX
C. TOTAL SUPPLEMENTARY THIS C.O.	\$47,017.00	XXXXXXXXXX
TOTALS THIS C.O.	\$56,087.50	\$56,087.50
NET CHANGE THIS CHANGE ORDER	\$0.00	\$0.00
PREVIOUS CHANGE ORDERS	\$0.00	\$0.00
TOTAL CHANGE ORDERS TO DATE	\$56,087.50	\$56,087.50
NET CHANGE IN CONTRACT	\$0.00	\$0.00

ORIGINAL CONTRACT BID PRICE		\$523,824.30
CHANGE ORDERS TO DATE	0.00%	\$0.00
REVISED CONTRACT PRICE		\$523,824.30

CHANGE ORDER NO. 1

SHEET NO. 2 OF 2

PROJECT NO. ASPK-00788

PROJECT: 2023 Pavement and Sidewalk Improvements

OWNER: City of Asbury Park

CONTRACTOR: Fiore Paving Co., Inc.

REDUCTIONS	ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	
	2	Police Traffic Director	35.00	IIR	\$75.00	\$2,625.00
	3	Fuel Price Adjustment	5576.35	DOL	\$1.00	\$5,576.35
	5	Tack Coat	100.00	GAL	\$0.01	\$1.00
	6	Polymerized Joint Adhesive	15.00	LF	\$0.01	\$0.15
	7	HMA Milling, 3" or Less	316.00	SY	\$3.75	\$1,185.00
	8	HMA Surface Course, 9.5M64, 2" Thick	59.00	TON	\$100.00	\$5,900.00
	11	Concrete Sidewalk, Standard Color, 4" Thick (Various Locations, If & Where Directed)	600.00	SY	\$68.00	\$40,800.00

A. TOTAL REDUCTIONS \$56,087.50

EXTRA	12 Concrete Sidewalk, Colored, 4" Thick	42.00	SY	\$86.50	\$3,633.00
	14 Borrow Topsoiling, 4" Thick	375.00	SY	\$10.50	\$3,937.50
	15 Seed and Fertilizing, Type G	375.00	SY	\$2.00	\$750.00
	16 Straw Mulching	375.00	SY	\$2.00	\$750.00

B. TOTAL EXTRA \$9,070.50

SUPPLEMENTARY	S-1 Concrete Curb and Gutter	853.00	LF	\$39.00	\$33,267.00
	S-2 Construction of B Inlets	2.00	LN	\$6,000.00	\$12,000.00
	S-3 6" Reinforced Concrete Apron	14.00	SY	\$125.00	\$1,750.00

C. TOTAL SUPPLEMENTARY \$47,017.00

Attachment: FIORE PAVING CHANGE ORDER 1 (2023-304 : Change Order #1 for 2023 Pavement and Sidewalk Improvements Project)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 14, 2023
RESOLUTION SUMMARY

2023-305

Resolution approving change order #1 for Memorial Drive Sanitary Sewer Improvements in the amount of \$0.00



RESOLUTION NO. 2023-305

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

RESOLUTION APPROVING CHANGE ORDER #1 FOR MEMORIAL DRIVE SANITARY SEWER IMPROVEMENTS

WHEREAS, the City Council of Asbury Park awarded a contract to S. Brothers on October 26, 2022 for Memorial Drive Sanitary Sewer Improvements Project via Resolution #2022-436; and

WHEREAS, the original contract amount approved by the City Council was in the sum of five hundred sixty-four thousand eighty-five dollars and eight cents (564,085.80); and

WHEREAS, the City Engineer is requesting Change Order #1 in the amount of \$0.00; and

WHEREAS, Change Order #1 reflects additions and reductions to as-built quantities resulting in a zero (\$0.00) dollar net change to the contract; and

WHEREAS, the Chief Financial Officer has certified that funds are available in Account 2-07-55-502-000-234 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 1 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 1 on behalf of the Governing Body.

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

BE IT FURTHER RESOLVED that a certification of availability of funds shall be attached to the original copy of this resolution and kept in the files of the City Clerk.

BE IT FURTHER RESOLVED that a copy of this Resolution be provided the CFO, S. Brothers, City Engineer and City Manager.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-305 which was finally adopted by the City Council at a meeting held on the 14th day of June, 2023

CERTIFIED BY ME THIS 15th DAY OF June, 2023.



Lisa Esposito, City Clerk 6/15/2023

LISA ESPOSITO
CITY CLERK

T&M ASSOCIATES
CONSULTING & MUNICIPAL ENGINEERS
ELEVEN TINDALL ROAD
MIDDLETOWN, NEW JERSEY 07748

SHEET NO. 1 OF 2
PROJECT NO. ASPK-00784

CHANGE ORDER NO. 1

DATE: June 5, 2023

PROJECT: Memorial Drive Sanitary Sewer Improvements

OWNER: City of Asbury Park

CONTRACTOR: S. Brothers, Inc.

DESCRIPTION OF CHANGE:

REDUCTIONS:

Various items are reduced to reflect current as-built quantities.

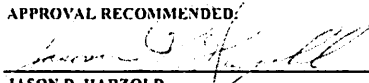
EXTRA:

Various items are increased to reflect current as-built quantities.

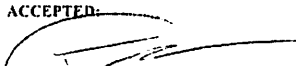
SUPPLEMENTARY:

- S-1 Remove existing 12" broken storm pipe between manholes at intersection of Cookman Ave and Memorial Dr. Replace with 15" RCP between manholes. Repair pipe connection into manhole and parge interiors.

APPROVAL RECOMMENDED:


JASON D. HARZOLD
PRINCIPAL PROJECT MANAGER

ACCEPTED:


CONTRACTOR:
S. Brothers, Inc.

OWNER'S APPROVALS:

NOTE: All work to be done
according to Contract
Specifications.

SEE ATTACHED DETAIL	ADDITIONAL	REDUCTION
A. TOTAL REDUCTIONS THIS C.O.	XXXXXXXXXX	\$43,043.92
B. TOTAL EXTRAS THIS C.O.	\$33,069.92	XXXXXXXXXX
C. TOTAL SUPPLEMENTARY THIS C.O.	\$9,974.00	XXXXXXXXXX
TOTALS THIS C.O.	\$43,043.92	\$43,043.92
NET CHANGE THIS CHANGE ORDER	\$0.00	\$0.00
PREVIOUS CHANGE ORDERS	\$0.00	\$0.00
TOTAL CHANGE ORDERS TO DATE	\$43,043.92	\$43,043.92
NET CHANGE IN CONTRACT	\$0.00	\$0.00

ORIGINAL CONTRACT BID PRICE		\$564,085.80
CHANGE ORDERS TO DATE	0.00%	\$0.00
REVISED CONTRACT PRICE		\$564,085.80

Attachment: S. BROTHERS CHANGE ORDER 1 (2023-305 : Change Order #1 for Memorial Drive Sanitary Sewer Improvements)

CHANGE ORDER NO. 1

SHEET NO. 2 OF 2
PROJECT NO. ASPK-00784

PROJECT: Memorial Drive Sanitary Sewer Improvements

OWNER: City of Asbury Park

CONTRACTOR: S. Brothers, Inc.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	AMOUNT
3	Police Traffic Directors (If & Where Directed)	250.00	HR	\$75.00	\$18,750.00
7	Sawcut Pavement	112.00	LF	\$2.00	\$224.00
8	Concrete Subbase Removal & Disposal (If & Where)	174.00	CY	\$0.01	\$1.74
R 10	6" PVC SDR35 Sanitary Sewer Pipe Lateral	4.00	LF	\$72.00	\$288.00
E 11	8" PVC SDR35 Sanitary Sewer Pipe	93.00	LF	\$100.00	\$9,300.00
D 15	Concrete Encasement (If & Where Directed)	8.00	CY	\$0.01	\$0.08
U 16	Backfilling and Compaction	41.00	LF	\$1.00	\$41.00
C 18	6"x8"x18" Concrete Vertical Curb	2.00	LF	\$85.00	\$170.00
T 19	Concrete Sidewalk, 4" Thick	0.12	SY	\$150.00	\$18.00
I 20a	Pavement Milling, 2" Thick	1.10	SY	\$11.00	\$12.10
O 20b	HMA 9.5M64 Surface Course, 2" Thick	73.00	TONS	\$195.00	\$14,235.00
N 23	Reset Valve Box or Meter Pit	4.00	UN	\$1.00	\$4.00

A. TOTAL REDUCTIONS \$43,043.92

E X T R A	12	12" PVC SDR35 Sanitary Sewer Pipe	26.00	LF	\$146.00	\$3,796.00
	13	Sanitary Sewer Service Connection	1.00	UN	\$800.00	\$800.00
	17b	HMA 19M64 Base Course, 8" Thick	281.92	TONS	\$101.00	\$28,473.92

B. TOTAL EXTRA \$33,069.92

S U P P L E M E N T A R Y	S-1	Remove existing 12" broken storm pipe between manholes at intersection of Cookman Ave and Memorial Dr. Replace with 15" RCP between manholes. Repair pipe connection into manhole and parge interiors.	1.00	LS	\$9,974.00	\$9,974.00
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C. TOTAL SUPPLEMENTARY \$9,974.00

Attachment: S. BROTHERS CHANGE ORDER 1 (2023-305 : Change Order #1 for Memorial Drive Sanitary Sewer Improvements)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 14, 2023
RESOLUTION SUMMARY

2023-306

Resolution approving change order 2 and 3 for Memorial Drive Improvements Project in the amount of \$0.00



RESOLUTION NO. 2023-306

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

RESOLUTION APPROVING CHANGE ORDER 2 AND 3 FOR MEMORIAL DRIVE IMPROVEMENTS PROJECT

WHEREAS, the City Council of Asbury Park awarded a contract to Lucas Brothers Inc. on November 22, 2022 for Memorial Drive Improvements Project via Resolution #2022-464; and

WHEREAS, the original contract amount approved by the City Council was in the sum of three million eight hundred twenty-one thousand eight hundred twenty-one dollars (\$3,821,821.00); and

WHEREAS, the City had approved via Resolution 2023-173 Change Order #1 and had no change to the contract amount of \$3,821.821.00; and

WHEREAS, the City Engineer is requesting Change Order #2 in the amount of \$0.00; and

WHEREAS, the City Engineer is requesting Change Order #3 in the amount of \$0.00; and

WHEREAS, Change Order # 2 and #3 reflects additions and reductions resulting in a zero (\$0.00) dollar net change to the contract; and

WHEREAS, the Chief Financial Officer has certified that funds are available in C-09-17-906-000-902 and C-09-17-906-000-903 within the Capital Fund and the maximum dollar value of the pending change orders is as set forth in this resolution; and

WHEREAS, said certification has designated specifically the line-item appropriation(s) of the official budget to which the contract will be officially charged.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Asbury park, County of Mayor and State of New Jersey that Change Order 2 and 3 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 2 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, City Manager and Director of Purchasing.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-306 which was finally adopted by the City Council at a meeting held on the 14th day of June, 2023

CERTIFIED BY ME THIS 15th DAY OF June, 2023.



Lisa Esposito, City Clerk 6/15/2023

LISA ESPOSITO
CITY CLERK

T&M ASSOCIATES
CONSULTING & MUNICIPAL ENGINEERS
ELEVEN TINDALL ROAD MIDDLETOWN,
NEW JERSEY 07748

SHEET NO. 1 OF 2
PROJECT NO. ASPK-00772

CHANGE ORDER NO. 3

DATE: June 2, 2023
PROJECT: Memorial Drive Improvements
OWNER: City of Asbury Park
CONTRACTOR: Lucas Brothers, Inc.

DESCRIPTION OF CHANGE:

REDUCTIONS:

Various items are reduced to reflect current as-built quantities.

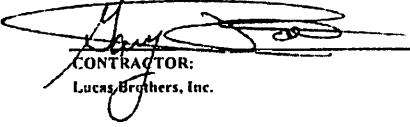
EXTRA:SUPPLEMENTARY:

S-6 6" SDR 35 Sanitary Sewer Pipe
S-7 8" Sanitary Sewer Pipe

APPROVAL RECOMMENDED:


JASON D. HARZOLD PRINCIPAL
PROJECT MANAGER

ACCEPTED:


CONTRACTOR:
Lucas Brothers, Inc.

OWNER'S
APPROVALS:

NOTE: All work to be done
according to Contract
Specifications.

SEE ATTACHED DETAIL	ADDITIONAL	REDUCTION
A. TOTAL REDUCTIONS THIS C.O.	XXXXXXXXXX	\$23,540.00
B. TOTAL EXTRAS THIS C.O.	\$0.00	XXXXXXXXXX
C. TOTAL SUPPLEMENTARY THIS C.O.	\$23,540.00	XXXXXXXXXX
TOTALS THIS C.O.	\$23,540.00	\$23,540.00
NET CHANGE THIS CHANGE ORDER	\$0.00	\$0.00
PREVIOUS CHANGE ORDERS	\$174,083.56	\$174,083.56
TOTAL CHANGE ORDERS TO DATE	\$197,623.56	\$197,623.56
NET CHANGE IN CONTRACT	\$0.00	\$0.00

ORIGINAL CONTRACT BID PRICE		\$3,821,821.00
CHANGE ORDERS TO DATE	0.00%	\$0.00
REVISED CONTRACT PRICE		\$3,821,821.00

Attachment: LUCAS BROTHERS CHANGE ORDER 3 (2023-306 : Change Order #2 and #3 for Memorial Drive Improvement Project)

CHANGE ORDER NO. 3

SHEET NO. 2 OF 2
PROJECT NO. ASPK-00772

PROJECT: Memorial Drive Improvements

OWNER: City of Asbury Park

CONTRACTOR: Lucas Brothers, Inc.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
8	Police Traffic Directors (If & Where Directed)	150.00 HR	\$75.00	\$11,250.00
18	HMA 19M64 Base Course, 4" Thick	0.50 TON	\$80.00	\$40.00
36	12" Polyvinyl Chloride Sewer Pipe	70.00 LF	\$175.00	\$12,250.00
REDUCTION				

A. TOTAL REDUCTIONS \$23,540.00

EXTRA				\$0.00
				\$0.00

B. TOTAL EXTRA \$0.00

SUPPLEMENTARY	S-6	6" SDR 35 Sanitary Sewer Pipe	25.00 LF	\$110.00	\$2,750.00
	S-7	8" Sanitary Sewer Pipe	154.00 LF	\$135.00	\$20,790.00

C. TOTAL SUPPLEMENTARY \$23,540.00

Attachment: LUCAS BROTHERS CHANGE ORDER 3 (2023-306 : Change Order #2 and #3 for Memorial Drive Improvement Project)

T&M ASSOCIATES
CONSULTING & MUNICIPAL ENGINEERS
ELEVEN TINDALL ROAD MIDDLETOWN,
NEW JERSEY 07748

SHEET NO. 1 OF 2
PROJECT NO. ASPK-00772

CHANGE ORDER NO. 3

DATE: June 2, 2023
PROJECT: Memorial Drive Improvements
OWNER: City of Asbury Park
CONTRACTOR: Lucas Brothers, Inc.

DESCRIPTION OF CHANGE:

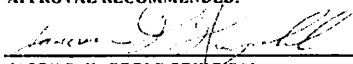
REDUCTIONS:

Various items are reduced to reflect current as-built quantities.

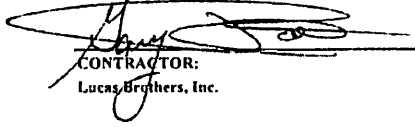
EXTRA:SUPPLEMENTARY:

S-6 6" SDR 35 Sanitary Sewer Pipe
S-7 8" Sanitary Sewer Pipe

APPROVAL RECOMMENDED:


JASON D. HARZOLD PRINCIPAL
PROJECT MANAGER

ACCEPTED:


CONTRACTOR:
Lucas Brothers, Inc.

OWNER'S
APPROVALS:

NOTE: All work to be done
according to Contract
Specifications.

SEE ATTACHED DETAIL	ADDITIONAL	REDUCTION
A. TOTAL REDUCTIONS THIS C.O.	XXXXXXXXXX	\$23,540.00
B. TOTAL EXTRAS THIS C.O.	\$0.00	XXXXXXXXXX
C. TOTAL SUPPLEMENTARY THIS C.O.	\$23,540.00	XXXXXXXXXX
TOTALS THIS C.O.	\$23,540.00	\$23,540.00
NET CHANGE THIS CHANGE ORDER	\$0.00	\$0.00
PREVIOUS CHANGE ORDERS	\$174,083.56	\$174,083.56
TOTAL CHANGE ORDERS TO DATE	\$197,623.56	\$197,623.56
NET CHANGE IN CONTRACT	\$0.00	\$0.00

ORIGINAL CONTRACT BID PRICE		\$3,821,821.00
CHANGE ORDERS TO DATE	0.00%	\$0.00
REVISED CONTRACT PRICE		\$3,821,821.00

Attachment: LUCAS BROTHERS CHANGE ORDER 2 (2023-306 : Change Order #2 and #3 for Memorial Drive Improvement Project)

CHANGE ORDER NO. 3

SHEET NO. 2 OF 2
PROJECT NO. ASPK-00772

PROJECT: Memorial Drive Improvements

OWNER: City of Asbury Park

CONTRACTOR: Lucas Brothers, Inc.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
8	Police Traffic Directors (If & Where Directed)	150.00 HR	\$75.00	\$11,250.00
18	HMA 19M64 Base Course, 4" Thick	0.50 TON	\$80.00	\$40.00
36	12" Polyvinyl Chloride Sewer Pipe	70.00 LF	\$175.00	\$12,250.00
REDUCTIONS				

A. TOTAL REDUCTIONS \$23,540.00

EXTRA				\$0.00
				\$0.00

B. TOTAL EXTRA \$0.00

SUPPLEMENTARY	S-6	6" SDR 35 Sanitary Sewer Pipe	25.00 LF	\$110.00	\$2,750.00
	S-7	8" Sanitary Sewer Pipe	154.00 LF	\$135.00	\$20,790.00

C. TOTAL SUPPLEMENTARY \$23,540.00

Attachment: LUCAS BROTHERS CHANGE ORDER 2 (2023-306 : Change Order #2 and #3 for Memorial Drive Improvement Project)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 14, 2023
RESOLUTION SUMMARY

2023-307

Resolution approving change order #3 and final for Asbury & Ridge Traffic Signal Improvements resulting in the reduction amount of \$13,987.33.

Original contract bid price = \$315,444.00

Revised Contract price = \$301,456.67



RESOLUTION NO. 2023-307

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

RESOLUTION APPROVING CHANGE ORDER #3 FOR ASBURY & RIDGE AVENUE TRAFFIC SIGNAL IMPROVEMENTS

WHEREAS, the City Council of Asbury Park awarded a contract to J.C. Contracting Inc. on March 24, 2021 for Asbury & Ridge Ave Traffic Signal Improvements via Resolution #2021-161; and

WHEREAS, the original contract amount approved by the City Council was in the sum of three hundred fifteen thousand four hundred and forty-four dollars (\$315,440.00); and

WHEREAS, the City had approved via Resolution 2022-89 Change Order #1 and had no change to the contract amount of \$315,440.00; and

WHEREAS, the City had approved via Resolution 2022-107 Change Order #2 and had no change to the contract amount of \$315,440.00; and

WHEREAS, the City Engineer is requesting Change Order #3 and final for a reduction in the amount of \$13,987.33 and results in a decrease of the contract with the new contract amount of \$301,456.67; and

WHEREAS, Change Order #3 and final reflects reductions based upon as-built quantities; and

WHEREAS, the Chief Financial Officer has certified that funds are available in C-09-17-903-000-902 within the Capital Fund and the maximum dollar value of the pending change orders is as set forth in this resolution; and

WHEREAS, said certification has designated specifically the line-item appropriation(s) of the official budget to which the contract will be officially charged.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Asbury Park, County of Mayor and State of New Jersey that Change Order #3 and final is for a reduction in the amount of thirteen thousand nine hundred eighty-seven dollars and thirty-three cents, \$13,987.33.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute Change Order Number 3 on behalf of the Governing Body.

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

BE IT FURTHER RESOLVED that a certification of availability of funds shall be attached to the original copy of this resolution and kept in the files of the City Clerk.

BE IT FURTHER RESOLVED that a copy of this Resolution be provided the CFO, J.C. Contracting, Inc., City Engineer and City Manager.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-307 which was finally adopted by the City Council at a meeting held on the 14th day of June, 2023

CERTIFIED BY ME THIS 15th DAY OF June, 2023.



Lisa Esposito, City Clerk 6/15/2023

LISA ESPOSITO
CITY CLERK

T&M ASSOCIATES
CONSULTING & MUNICIPAL ENGINEERS
ELEVEN TINDALL ROAD
MIDDLETOWN, NEW JERSEY 07748

SHEET NO. 1 OF 2
PROJECT NO. ASPK-00771

CHANGE ORDER NO. 3 & FINAL

DATE: May 25, 2023

PROJECT: Asbury and Ridge Avenue Traffic Signal Improvements

OWNER: City of Asbury Park

CONTRACTOR: J.C. Contracting, Inc.

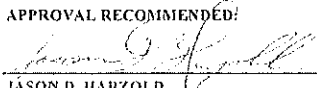
DESCRIPTION OF CHANGE:

REDUCTIONS:

Various items are reduced to reflect as-built quantities.

EXTRA:SUPPLEMENTARY:

APPROVAL RECOMMENDED:


JASON D. HARZOLD
PRINCIPAL PROJECT MANAGER

ACCEPTED:


CONTRACTOR:
J.C. Contracting, Inc.

OWNER'S APPROVALS:

NOTE: All work to be done
according to Contract
Specifications.

SEE ATTACHED DETAIL	ADDITIONAL	REDUCTION
A. TOTAL REDUCTIONS THIS C.O.	XXXXXXXXXX	\$13,987.33
B. TOTAL EXTRAS THIS C.O.	\$0.00	XXXXXXXXXX
C. TOTAL SUPPLEMENTARY THIS C.O.	\$0.00	XXXXXXXXXX
TOTALS THIS C.O.	\$0.00	\$13,987.33
NET CHANGE THIS CHANGE ORDER	\$0.00	\$13,987.33
PREVIOUS CHANGE ORDERS	\$15,374.22	\$15,374.22
TOTAL CHANGE ORDERS TO DATE	\$15,374.22	\$29,361.55
NET CHANGE IN CONTRACT	\$0.00	\$13,987.33

ORIGINAL CONTRACT BID PRICE

\$315,444.00

CHANGE ORDERS TO DATE

-4.43%

-\$13,987.33

REVISED CONTRACT PRICE

\$301,456.67

Attachment: J.C. CONTRACTING CHANGE ORDER 3 & FINAL (2023-307 : Change Order #3 for Asbury & Ridge Ave Traffic Signal

CHANGE ORDER NO. 3 & FINAL

SHEET NO. 2 OF 2

PROJECT NO. ASPK-00771

PROJECT: Asbury and Ridge Avenue Traffic Signal Improvements

OWNER: City of Asbury Park

CONTRACTOR: J.C. Contracting, Inc.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	AMOUNT
1	Police Traffic Directors w/Car (If & Where Directed)	101.33	HRS	\$75.00	\$7,599.75
7	HMA 25M64, Base Course, 7" Thick	4.00	TON	\$100.00	\$400.00
9	Concrete Sidewalk, 4" Thick	12.30	SY	\$80.00	\$984.00
10	Concrete Driveway, Reinforced, 6" Thick	12.33	SY	\$140.00	\$1,726.20
13	Traffic Stripes, 4"	281.78	LF	\$1.00	\$281.78
14	Traffic Marking Lines, 24"	54.00	LF	\$6.00	\$324.00
16	Removal of Traffic Stripes	469.50	LF	\$1.00	\$469.50
17	Regulatory and Warning Signs	4.00	SF	\$100.00	\$400.00
18	Reflectorized Mastarm Street Name Signs	2.00	SF	\$100.00	\$200.00
19	2" Rigid Metallic Conduit	2.00	LF	\$60.00	\$120.00
20	3" Rigid Metallic Conduit	37.50	LF	\$38.00	\$1,425.00
28	Service Wire, No. 6 AWG	2.00	LF	\$1.80	\$3.60
33	Traffic Signal Cable, 5 Conductor	10.00	LF	\$2.10	\$21.00
34	Traffic Signal Cable, 7 Conductor	10.00	LF	\$2.50	\$25.00
42	Topsoil Spreading, 5" Thick	2.00	SY	\$3.00	\$6.00
45	Straw Mulching	3.00	SY	\$0.50	\$1.50

A. TOTAL REDUCTIONS

\$13,987.33

E X T R A					\$0.00
					\$0.00
					\$0.00

B. TOTAL EXTRA

\$0.00

S U P P L E M E N T A R Y					\$0.00

C. TOTAL SUPPLEMENTARY

\$0.00

Attachment: J.C. CONTRACTING CHANGE ORDER 3 & FINAL (2023-307 : Change Order #3 for Asbury & Ridge Ave Traffic Signal



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 14, 2023
RESOLUTION SUMMARY

2023-308

Resolution authorizing the hardware & software support renewals for three years for the Citywide network infrastructure totaling \$11,484.19 utilizing IT O&E funds.



RESOLUTION NO. 2023-308

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

RESOLUTION AUTHORIZING HARDWARE & SOFTWARE SUPPORT RENEWALS FOR CITY-WIDE NETWORK INFRASTRUCTURE

WHEREAS, the City has a need to renew the hardware and software support for the Citywide network infrastructure; and

WHEREAS, the City has obtained the attached quote:

- CDW-G in the amount of \$11,484.19 off of ESCNJ Contract #AEPA-22G Technology Supplies and Services

WHEREAS, the City of Asbury Park is desirous of awarding a contract for the purchase and vendor listed above in an amount of \$11,484.19; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account 3-01-20-140-000-222. 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 renewal of hardware and software support for network infrastructure Citywide in the amount of \$11,484.19 and a copy of this Resolution shall be provided to the City Manager, CFO, Director of IT, and Director of Purchasing.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-308 which was finally adopted by the City Council at a meeting held on the 14th day of June, 2023

CERTIFIED BY ME THIS 15th DAY OF June, 2023.



~~Lisa Esposito~~, City Clerk 6/15/2023

LISA ESPOSITO
CITY CLERK



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

Review and Complete Purchase

JOE DELLARAGIONE,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NKKX511	5/31/2023	MERAKI 3 YR	0876500	\$11,484.19

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Cisco Meraki Enterprise - subscription license (3 years) + 3 Years Enterpri Mfg. Part#: LIC-MS120-8LP-3YR UNSPSC: 43233204 Electronic distribution - NO MEDIA Contract: Educational Services Commission of New Jersey (ESCNJ/AEPA-22G)	6	4886388	\$70.73	\$424.38
Cisco Meraki Enterprise - subscription license (3 years) + 3 Years Enterpri Mfg. Part#: LIC-MS210-24P-3YR UNSPSC: 43233204 Electronic distribution - NO MEDIA Contract: Educational Services Commission of New Jersey (ESCNJ/AEPA-22G)	1	4935015	\$295.71	\$295.71
Cisco Meraki Enterprise - subscription license (3 years) + 3 Years Enterpri Mfg. Part#: LIC-MS210-48FP-3YR UNSPSC: 43233204 Electronic distribution - NO MEDIA Contract: Educational Services Commission of New Jersey (ESCNJ/AEPA-22G)	2	4877851	\$520.68	\$1,041.36
Cisco Meraki Enterprise - subscription license (3 years) + 3 Years Enterpri Mfg. Part#: LIC-MS225-24P-3YR UNSPSC: 43233204 Electronic distribution - NO MEDIA Contract: Educational Services Commission of New Jersey (ESCNJ/AEPA-22G)	3	4404166	\$428.67	\$1,286.01
Cisco Meraki Enterprise - subscription license (3 years) + 3 Years Enterpri Mfg. Part#: LIC-MS225-48FP-3YR UNSPSC: 43233204 Electronic distribution - NO MEDIA	1	4406541	\$688.22	\$688.22

QUOTE DETAILS (CONT.)

Contract: Educational Services Commission of New Jersey
(ESCNJ/AEPA-22G)

<u>Cisco Meraki Enterprise - subscription license (3 years) + 3 Years Enterpri</u>	2	4402537	\$510.05	\$1,020.10
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Mfg. Part#: LIC-MS225-48-3YR
UNSPSC: 43233204

Electronic distribution - NO MEDIA

Contract: Educational Services Commission of New Jersey
(ESCNJ/AEPA-22G)

<u>Cisco Meraki Enterprise - subscription license (3 years) + 3 Years Enterpri</u>	7	4403888	\$613.76	\$4,296.32
--	---	---------	----------	------------

Mfg. Part#: LIC-MS225-48LP-3YR
UNSPSC: 43233204

Electronic distribution - NO MEDIA

Contract: Educational Services Commission of New Jersey
(ESCNJ/AEPA-22G)

<u>Cisco Meraki Enterprise - subscription license (3 years) + 3 Years Enterpri</u>	1	4406721	\$577.06	\$577.06
--	---	---------	----------	----------

Mfg. Part#: LIC-MS250-24P-3YR
UNSPSC: 43233204

Electronic distribution - NO MEDIA

Contract: Educational Services Commission of New Jersey
(ESCNJ/AEPA-22G)

<u>Cisco Meraki Enterprise - subscription license (3 years) + 3 Years Enterpri</u>	1	4403897	\$923.83	\$923.83
--	---	---------	----------	----------

Mfg. Part#: LIC-MS250-48FP-3YR
UNSPSC: 43233204

Electronic distribution - NO MEDIA

Contract: Educational Services Commission of New Jersey
(ESCNJ/AEPA-22G)

<u>Cisco Meraki Systems Manager Enterprise - subscription license (3 years) -</u>	20	3749801	\$46.56	\$931.20
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Mfg. Part#: LIC-SME-3YR
UNSPSC: 43232804

Electronic distribution - NO MEDIA

Contract: Educational Services Commission of New Jersey
(ESCNJ/AEPA-22G)

SUBTOTAL	\$11,484.19
-----------------	-------------

SHIPPING	\$0.00
-----------------	--------

SALES TAX	\$0.00
------------------	--------

GRAND TOTAL	\$11,484.19
--------------------	--------------------

PURCHASER BILLING INFO**Billing Address:**

CITY OF ASBURY PARK NJ
ACCTS PAYABLE
1 MUNICIPAL PLZ
VOUCHER
ASBURY PARK, NJ 07712-7026
Phone: (732) 775-2100
Payment Terms: Net 30 Days-Govt State/Local

DELIVER TO**Shipping Address:**

CITY OF ASBURY PARK
JOE DELLARAGIONE
1 MUNICIPAL PLZ
INFORMATION TECHNOLOGY
ASBURY PARK, NJ 07712-7026
Shipping Method: ELECTRONIC DISTRIBUTION

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

**Sales Contact Info**

Joe Rewick | (855) 822-1196 | josrewi@cdw.com

Need Help?[My Account](#)[Support](#)[Call 800.800.4239](#)

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdw.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager

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Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 14, 2023
RESOLUTION SUMMARY

2023-309

Resolution authorizing a professional service contract to the Rodger's Group (Lexipol) for online Police training module 2023 -2024 totaling \$19,994.40



RESOLUTION NO. 2023-309

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

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

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

WHEREAS, the City has obtained the attached invoice from the Rodger's Group (Lexipol) totaling \$19,994.40; and

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

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

WHEREAS, the Chief Financial Officer has certified that funds are available in the Current Fund 3-01-25-240-000-237; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, awards the contract for professional services related to the Police Department training Modules to The Rodger's Group (Lexipol) in the amount of \$19,994.00; and

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

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-309 which was finally adopted by the City Council at a meeting held on the 14th day of June, 2023

CERTIFIED BY ME THIS 15th DAY OF June, 2023.



~~Lisa Esposito~~, City Clerk 6/15/2023

LISA ESPOSITO
CITY CLERK



Invoice

#INVLHI1112

6/1/2023

Bill To
 Asbury Park Police Department
 1 Municipal Plz
 Asbury Park NJ 07712
 United States

End User
 15431 Asbury Park Police Department

Terms
 Net 30

Due Date
 7/1/2023

PO #

Contract Term
 7/1/2023 to 6/30/2024

Description	Qty	Rate	Amount
TRG Online Training	1	\$19,994.40	\$19,994.40

92 Sworn Officers
 27 SLEO

Subtotal	\$19,994.40
Tax Total (%)	\$0.00
Invoice Total	\$19,994.40
Amount Paid	\$0.00
Amount Due	\$19,994.40

[Click here to submit your accounting inquiry](#)

ACH Payments to:
 Lexipol LLC
 Routing# 031207607
 Account# 8026454197
 PNC Bank, N.A.
 249 Fifth Avenue
 Pittsburgh, PA 15222
 Payment Notice to
receivables@lexipol.com

Please Make Checks Payable to:
 Lexipol, LLC
 2611 Internet Blvd, Suite 100
 Frisco, Tx 75034-9085

Attachment: THE RODGER'S GROUP - LEXIPOL QUOTE (2023-309 : Authorizing a Professional Services Contract to The Rodger's Group

Form

W-9(Rev. October 2018)
Department of the Treasury
Internal Revenue Service**Request for Taxpayer
Identification Number and Certification**► Go to www.irs.gov/FormW9 for instructions and the latest information.Give Form to the
requester. Do not
send to the IRS.Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Lexipol, LLC	
2 Business name/disregarded entity name, if different from above Praetorian Digital, Cordico, The Rodgers Group, CareerCert	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► P Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions. 2611 Internet Blvd, Ste. 100	Requester's name and address (optional)
6 City, state, and ZIP code Frisco, TX 75034	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
[] [] []	-	[] [] []	-	[] [] [] [] [] []					
or									
Employer identification number									
[] []	-	[] [] [] [] [] [] [] []							

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign
Here**Signature of
U.S. person ►Date ► **March 6, 2023****General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 14, 2023
RESOLUTION SUMMARY

2023-310

Contract for Professional Service of Analysis of Impediments to Fair Housing Choice



RESOLUTION NO. 2023-310

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

RESOLUTION AWARDING A CONTRACT FOR PROFESSIONAL SERVICE OF ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE

WHEREAS, on Friday, April 28, 2023 the City of Asbury Park solicited request for qualifications for Professional Service of Analysis of Impediments to Fair Housing Choice; and

WHEREAS, two (2) proposals were received and evaluated in accordance with the RFQ; and

WHEREAS, it has been determined that Civitas, LLC submitted the lowest responsive and responsible proposal in accordance with the RFQ; and

WHEREAS, the not-to-exceed cost for Professional Service of Analysis of Impediments to Fair Housing Choice shall not exceed \$25,000.00; and

WHEREAS, the proposal is attached to this Resolution; and

WHEREAS, the Chief Financial Officer has certified that funds are available in account 3-01-20-100-000-209.

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

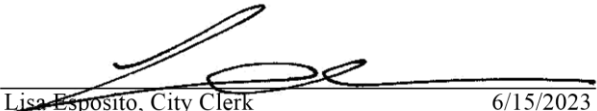
NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, awards Civitas, LLC for Professional Service of Analysis of Impediments to Fair Housing Choice in the not-to-exceed amount of \$25,000.00.

NOW, THEREFORE, BE IT FURTHER RESOLVED that a copy of this Resolution be provided by the City Clerk to the City Manager, CFO, Director of Community & Cultural Affairs, Affordable Housing Consultant and the Director of Purchasing.

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

NO. 2023-310 which was finally adopted by the City Council at a meeting held on the 14th day of June, 2023

CERTIFIED BY ME THIS 15th DAY OF June, 2023.



Lisa Esposito, City Clerk 6/15/2023

LISA ESPOSITO
CITY CLERK



CITY OF ASBURY PARK

PROPOSAL: REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL SERVICE OF ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE

May 1, 2023

Prepared by:

Civitas, LLC
600 Salty Alley
Mount Pleasant, SC 29464





Table of Contents

COVER LETTER.....	3
ORGANIZATIONAL PROFILE.....	4
CONSULTANT PERSONNEL.....	5
EXPERIENCE AND QUALIFICATIONS.....	11
PAST WORK PERFORMANCE	11
CLIENT LIST (CONDENSED)	12
REFERENCES.....	13
SAMPLE WORK PRODUCT LINKS.....	14
SCOPE OF WORK	15
TECHNICAL AREA OVERVIEW	15
MANAGEMENT AREA OVERVIEW	15
ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING.....	16
PROPOSED PROJECT SCHEDULE.....	19
REQUEST FOR CITY SUPPORT.....	19
FEES FOR SERVICES.....	20
SAMPLE CONTRACT & REQUIRED FORMS	21



Cover Letter

To: City of Asbury Park
One Municipal Plaza
Asbury Park, New Jersey 07712

From: Civitas, LLC
600 Salty Alley
Mount Pleasant, SC 29464

Civitas is pleased to present this proposal to the City of Asbury Park, NJ for the development of the City's Analysis of Impediments to Fair Housing Choice (AI). Civitas has a long history working successfully with cities and counties across the nation. We are well-suited to provide consulting services and technical assistance in all aspects of affordable housing. We have worked with grantees of all sizes and we are experts in the HUD grant programs and services. Our knowledge of both the programing side as well as the reporting requirements puts our team in a unique position to provide a high quality and truly useful fair housing assessments which will help guide the City's community development programing over the next five years. We will coordinate with City staff on a regular basis via phone, email, or virtual conference calls to ensure we incorporate the staff's local knowledge and insights within all aspects of the AI.

Our organization is based out of Charleston, SC and we have a long history working successfully with cities and counties across the nation. We specialize in HUD grant program development and compliance, and we have successfully completed Consolidated Plans, Action Plans, AIs, Environmental Reviews, IDIS training, and general housing related technical assistance for numerous clients throughout the country including Jersey City, NJ; Hudson County, NJ; Meriden, CT; Harrisburg, PA; Bristol, PA; Jacksonville, FL and many more. Our consultants also serve as HUD technical assistance providers and train grantees across the nation on the system.

Please find below our proposal for completing the scope of services identified in the RFP. These services and associated costs are based on our understanding of the City's needs; however, we are always happy to negotiate and adjust at your request. Principal Owner and Lead Consultant Erich Chatham will serve as the primary contact, and he will share Project Manager roles for this project Spencer Christian and grace Orr. We look forward to working with City of Asbury Park to help provide decent, safe, and affordable housing to your residents.

Sincerely,

Karl Erich Chatham

Erich Chatham
Civitas, LLC
(843) 573-7825

Civitas, LLC

Firm Info

Firm Information

600 Salty Alley
Mount Pleasant, SC 29464
Phone: 843-573-7825

Experience

40 Years of combined
community development and
HUD experience

Firm Size

8 Full-time Employees

Firm Structure

Limited Liability Company

Year Founded

2009

Federal TAX ID Number

80-0443389

UEI Number

MNU1A73ZJNX5

Services

HUD Grant Technical Assistance
Homeless Solutions
Consolidated Plans
Annual Action Plans
Fair Housing Analyses
Continuum of Care TA
Environmental Reviews
Community Needs Assessments
Housing/Market Studies



Mission and History

Civitas, LLC is a research and community development consulting firm specializing in HUD Grant technical assistance. We are in the business of thinking and doing. We help state & local governments, non-profit, and for-profit enterprises solve problems and implement solutions. Our knowledge and experience with HUD programs, strategic planning, grant compliance, social science research, homeless supportive initiatives, economic development, environmental reviews, and community revitalization put us in a unique position to assist a consortium of public and private entities in better meeting their missions.

We bring a passion for public service to our work in areas such as affordable housing development, strategic planning & administration, program evaluation, research design & implementation, social & economic impact analysis, survey research, GIS mapping/spatial analysis, regulatory compliance, and project management.

We have developed hundreds of HUD Consolidated Plans and strategic action plans, and produced dozens of homeless assistance action plans, market research, and housing needs assessments. We are highly proficient in community program design, strategies, implementation, and compliance. Civitas works with numerous clients to provide CoC technical assistance, best practices training, and program compliance review. Our CoC expertise and strategies to address homeless are highly sought after and nationally respected.

Civitas was founded in 2009 by Jimmy Ardis and Erich Chatham, two graduates of the College of Charleston's Masters of Public Administration program. Civitas has a 15-year long history of successful work performance with clients across the country. Erich is now the principal owner and his dedication and hard work developed Civitas into one of the foremost housing policy firms in the country.



Erich Chatham
Owner / Lead Consultant
 404-408-1256 | erich.chatham@civitassc.com

Education

MA of Public Administration
 The College of Charleston
 Charleston, SC, 2008

BA in Arts in History
 Oglethorpe University
 Atlanta, GA, 2002

Core Expertise

- HUD Technical Assistance
- IDIS
- CDBG Program
- CDBG-DR Program
- HOME Program
- ESG Program
- Housing Policy
- Underwriting
- Fair Housing
- Public Presentations
- Underwriting
- Consolidated Plans
- Annual Action Plans

Certifications

- HUD national technical assistance provider
- HOME Certified Specialist
- IDIS Trainer
- eCon Planning Suite Trainer



Bio

Erich has 15 years of professional housing and community development research and analysis experience. As Lead Consultant and Project Manager, Erich has worked on economic and community development projects with local governments, for-profits, and non-profits throughout the nation. He serves as a national technical assistance provider for the US Department of Housing and Urban Development and is a HOME Certified Specialist. Erich has delivered a hands on approach to housing needs assessments and housing strategic planning throughout the country. His expertise in housing policy, homeless solutions, economic development, and community enhancement have been recognized nationally.

Erich has previously served on numerous non-profit boards of directors including the Palmetto Community Land Trust, the South Carolina Interagency Council on Homelessness and the Lowcountry Continuum of Care, where he served as the Chairman of the Governing Council. He continues serve Grand Strand Housing and CDC board.

Work Experience

Civitas, LLC
 Principal Owner & Lead Consultant
 Mt Pleasant, SC, May 2008 – Current

Urban Land Institute
 Graduate Intern
 Charleston SC, Jan – Apr 2008

College of Charleston
 Graduate Assistant
 Charleston, SC, Nov 2006 – Dec 2007

Our Lady of Mercy Catholic High School
 Teacher, Dept Chair, Head Coach
 Fairburn, GA, May 2002 – Jun 2006

Memberships and Professional Training

- Board of Directors, Grand Strand Housing & CDC
- HUD - HOME Program Certified Specialist: Rules & Regulations
- HUD – IDIS, DRGR & eCon Planning Suite Trainer



Spencer Christian

Director of Operations

spencer.christian@civitassc.com

Education

MS of International Affairs
The Georgia Institute of Technology
Atlanta, GA 2006

BA in French
Georgia College & State University
Milledgeville, GA 2003

Core Expertise

- Project Management
- Public Outreach
- Housing Policy
- Fair Housing
- Analysis of Fair Housing Choice
- Environmental Reviews
- G.I.S. Mapping

Special Projects

- PHA HCV Video Training Series
- HOME-ARP Allocation Plans
- Local HUD Training Resources



Bio

Spencer transitioned to housing and community development consulting after serving 10+ years in the United States Navy as an intelligence officer. He serves as the Civitas Director of Operations, ensuring project quality control, communications, and timeliness. He also heads up the firm's special projects. Having spent time in cities and military bases throughout the US, Middle East, and Asia, he brings a unique, multinational perspective to housing and development. He delivers value and insight to urban development projects by leveraging his military background in analysis, policy review, financial oversight, and project management. Spencer has a keen interest in affordable and fair housing as well as supporting urban sustainability technology and culture. He maintains oversight on all projects to ensure transparency, timeliness, and quality. Further, he provides grants management compliance and reporting including policies and procedures development for all Civitas projects.

Work Experience

Civitas, LLC
Director of Operations
Wahiawa, HI, Jan 2019 – Current

United States Navy
Intelligence Officer / Director of Operations
Worldwide, Jun 2008 – Mar 2019

Georgia Tech Center of G.I.S.
Graduate Assistant - G.I.S. Technician
Atlanta, GA, Jun 2005 – Jan 2007

Newton High School
Teacher, Head Coach
Covington, GA, May 2003 – Jun 2005

Qualifications Summary and Professional Training

Spencer's military background demanded attention to detail in all daily tasks. His positions required he master the ability to review, conceptualize, and enact legal policy compliance and best practices in conducting intelligence operations. These skills combined with his trend analysis and project management experience transferred seamlessly to allow an immediate impact to Civitas and its clients.



Peter Neiger

ER Coordinator and Lead Analyst

pete.neiger@civitassc.com

Education

BS in Economics
The College of Charleston
Charleston, SC, 2009

Core Expertise

- Housing Needs Assessment
- Market Analysis
- Environmental Reviews
- Data Visualization
- Housing Policy
- Fair Housing
- Consolidated Plans
- Analysis of Fair Housing Choice
- G.I.S. Mapping

Local PJ Training

- HUD ER Process
- HEROS



Bio

Peter has 14 years of professional experience in economic analysis, with eight years specializing in housing policy issues and environmental reviews. He serves as the Environmental Review Coordinator, a role he has excelled with clients throughout the Country. He has overseen the completion of hundreds of ERs for projects of all sizes; from CENST's for TBRA to Environmental Assessments for multi-location demolition and new unit residential construction. He has also written ER policies and procedures for jurisdictions looking to conduct the reviews internally. As the ER Coordinator for Peter oversees the completion of all ERs from beginning to end. He determines the level of review necessary, consult with SHPO, THPO, and other agencies, and completes any supplemental documentation that may be required. He distributes research tasks to other staff members and oversees their result. Additionally, he has served as the primary analyst for many Consolidated Plans, Analyses of Impediments, and Market Analyses.

Peter currently serves on the Board of Directors for the Cape Fear Community Land Trust and is passionate about helping communities develop affordable sustainable housing.

Work Experience

Civitas, LLC
Lead Analysis / Environmental Review Coordinator
Wilmington, NC, Nov 2014 – Current

Thomas Dale and Associates
Security Operations Manager
Los Angeles, CA, Aug 2012 – Nov 2013

Students For Liberty
Internal Operations Manager
Washington DC, May 2010 – May 2012

United States Army
Team Leader (E-5), Infantry Paratrooper, 82nd Airborne Division
Various Locations, Nov 2001 – Nov 2005

Memberships and Professional Training

- Board of Directors, Cape Fear Community Housing Trust
- HUD Environmental Review Training Program
- HEROs Training Program



Vern Xiong

IDIS Technician/Data Specialist

vern.xiong@civitassc.com

Education

Bachelor of Arts in Art Studies
Greenville University
Greenville, IL 1999

Grant Proposal Writing Certificate
Fort Hays State University
Hays, KS, 2012

Core Expertise

- IDIS
- Consolidated Plans
- Strategic Plans
- Annual Action Plans
- CAPERs
- Data Research
- Analysis of Fair Housing Choice
- G.I.S. Mapping
- Grant Writing



Bio

Vern has worked with Civitas for eight years as a research assistant and data collection expert. He serves as the team's IDIS specialist, combining his experience and technical proficiency to all ConPlans, AAP, and CAPERs. His experience spans housing studies, Strategic Plans, Annual Action Plans, and CAPERs across the country including dozens of jurisdictions in South Carolina, Florida, Colorado, Connecticut, New Jersey, and many others. In addition to his work with Civitas, he has worked on research and evaluation for non-profits in Minnesota and Colorado, as well as international development projects in Southeast Asia and Central America.

Coming from a refugee family, Vern has a special interest in helping displaced people and secondary migrants adapt, make healthy living choices, and grow with their new communities. Before working at Civitas, Vern managed Lao Family's Youth and Family program for seven years. He also helped lead many community development programs, including CDBG, in Minneapolis-St. Paul.

Work Experience

Civitas, LLC

Lead IDIS Technician / Research & Data Lead
St. Paul, MN, May 2014 – Current

Lao Family Community of Minnesota

Youth and Family Program Manager
St. Paul, MN, Apr 2002 – Dec 2012

One Source Supply, Inc.

E-Commerce Coordinator
Warrenville, IL Mar 2001 – Mar 2002

Memberships and Professional Training

- Board of Directors, Overseas Tribal Services Minnesota Chapter
- Board of Directors, Star Lake Wilderness Camp (2001-2005)



Kyle Jenkins

Consultant - CoC and ESG Specialist

kyle.jenkins@civitassc.com

Education

Associates of Art in Gen Education
Wor-Wic Community College
Salisbury, MD 2010

Core Expertise

- Homeless Solutions
- ESG Program
- CDBG Program
- HMIS
- CoC Administration
- CDBG Program
- ConPlans
- Data Research
- Analysis of Fair Housing Choice

Local Training

- CoC Process
- ESG Training

Bio

Kyle is an associate consultant and our team's lead as an ESG grant specialist. He has over seven years of experience of developing and administering homeless housing programs, homeless services and homeless database management/reporting. Kyle has director level experience with managing nonprofit organizations, projects and initiatives, while delivering mission-critical results at all levels including program development, budgeting, administration, strategic planning, reporting and evaluation, and developing/ maintaining strategic partnerships and relationships with government agencies and community partners. Kyle brings expertise in HMIS administration, HUD data standards, confidentiality, data quality and improvement programs and system reporting. He is proficient with Wellsky's (previously Mediware), ServicePoint HMIS software and is also familiar with Charity Tracker's HMIS software.

Work Experience

Civitas, LLC

Lead ESG Specialist

Myrtle Beach, SC Feb 2021 – Current

Eastern Carolina Housing Organization

Chief Operating Officer / HMIS Admin

Myrtle Beach, SC, 2014 – 2021

Memberships and Professional Training

- Chair State HMIS Committee, (SCICH) South Carolina Interagency Council for the Homeless
- Assistant Secretary, (TCHC) Total Care for the Homeless Coalition (CoC)
- Motivational Interviewing
- Francis Marion University Non Profit Leadership Institute
- Mental Health First Aid Certification





Grace Orr

Consultant - HOME Grant Specialist

grace.orr@civitassc.com

Bio

Grace has six years of experience in housing and community development. She has worked with local governments and nonprofits managing various sources of federal funding. She has experience with CoC, CDBG, ESG, and HOME funding. She provides technical assistance for program management, policy development, compliance, and reporting. Grace joined Civitas in 2021 as the lead manager administering the Berkeley County, SC Emergency Rental Assistance Program (ERAP) and supported program management for several other jurisdictions. Prior to joining Civitas, she worked with the Lowcountry Continuum of Care. During her time with the CoC, she assisted with the annual consolidated application, monitored programs, managed the Coordinated Entry System, and directed the Annual Point in Time Count. She has also worked with a nonprofit serving human trafficking victims to implement a Rapid Re-housing program and administer federal grants. Grace earned her Master of Business Administration in Finance from the College of Charleston and a Bachelor of Science in Public Health from The Ohio State University.

Education

Master of Business Administration
College of Charleston
Charleston, SC 2022

B.S. in Public Health
Ohio State University
Columbus, OH 2017

Core Expertise

- HOME Program
- CDBG Program
- CoC Operations
- Homeless Solutions
- Neighborhood Stabilization Program
- ConPlans
- Annual Action Plans
- CAPERs
- Data Research

Work Experience

Civitas, LLC
Consultant / CDBG & HOME Specialist
Charleston, SC, May 2021 – Current

The Formation Project
Director of Administration
Charleston, SC, 2020 - 2021

One80 Place
Lowcountry Continuum of Care Program Coordinator
Charleston, SC, 2017 - 2020

Memberships and Professional Training

- Motivational Interviewing Rapid Resolution
- AmeriCorps Volunteer Mobilization Certification
- Certiport Excel Certification





Experience and Qualifications

Past Work Performance

Civitas, LLC has a 15-year long history of successful work performance with clients across the country. Our senior consultants bring over 100 years of combined housing and HUD program experience to the table. Many of our growing client list start out with just one initial contract for a single project, for example a Consolidated Plan or Analysis of Impediments to Fair Housing Choice or HUD technical Assistance. All of these projects are completed in a timely fashion per the deadline given by HUD or the jurisdictional deadlines. We have never missed a firm deadline. Over the years, the demand for our technical assistance beyond single scope projects has grown. Our technical assistance has allowed jurisdictions across the country to improve their processes and management of HUD funded programs.

We are proficient in the review, updating, or writing policy and procedures for Environmental Reviews, Davis Bacon, Section 3, Citizen Participation Plans, Lead Based Paint, etc. We have ample experience in providing best practices and program design suggestions for all HUD housing programs, economic development, homeless solutions, public services, CHDOs, Neighborhood Revitalization Strategy Plan, etc. Our team has assisted with affordable housing program developments, economic development programs, environmental reviews, policy reviews and updates. We have also been a crucial component to helping remove HUD findings for several municipalities. We are staffed to provide policy and procedure review or creation, as well as specific program technical assistance and best practices advice. The below client list details projects led by Civitas as well as technical assistance clients that match the tasking deliverables. We are happy to provide more if requested.



Client List (Condensed)

Ongoing Technical Assistance

Anderson, SC
 Horry County, SC
 Lauderhill, FL
 N. Miami, FL
 Miami Gardens, FL
 Hialeah, FL
 Broward County, FL
 Jersey City, NJ
 Harrisburg, PA
 Bristol Township, PA
 Jacksonville, FL
 Columbia, SC
 Lexington County, SC
 Spartanburg County, SC
 Greenville, NC
 Meriden, CT
 Hudson County, NJ
 Commerce City, CO
 Bridgeport, CT
 Homes of Hope, Inc
 St. Cloud, FL
 Colorado Springs, CO
 Meriden, CT
 Douglas County, CO
 Reno, NV
 Castle Rock, CO
 Thornton, CO
 Adams County, CO
 Lubbock, TX

Analysis of Impediments

Horry County (Consortium), SC
 Spartanburg, SC
 Lexington County, SC
 Columbia, SC
 Wilmington, NC
 Greenville, NC
 Hialeah, FL
 St. George, UT
 Charleston, SC
 Lower Savannah COG (Consortium), SC
 Bristol Township, PA
 Colorado Springs, CO
 Jersey City, NJ
 Burlington, NC
 Concord HOME Consortium, NC
 Sherman, TX
 Hudson, County, NJ
 Meriden, CT
 Jacksonville, FL
 Broward County HOME Consortium, FL
 Florence, SC

Annual Action Plans & CAPERS

Horry County Consortium, SC
 Spartanburg County, SC
 City of Spartanburg, SC
 Jacksonville, FL
 Miami Gardens, FL
 Bristol Township, PA
 St. George, UT
 Colorado Springs, CO
 Hialeah, FL
 Greenville, NC
 Marin County, CA
 Columbia, SC
 Harrisburg, PA
 Orangeburg, PA
 Collier County, FL
 Hudson County, NJ
 Jersey City, NJ
 Meriden, CT
 Reno, NV
 Broward County HOME Consortium, FL
 Commerce City, CO
 Stamford, CT
 Hialeah, FL
 Miami Gardens, FL
 Benton Harbor, MI
 Castle Rock, CO
 Fort Pierce, FL
 Sunrise, FL
 Stratford, CT
 Lubbock, TX

Environmental Reviews

Horry County, SC
 Broward County, FL
 Collier County, FL
 Town of Davie, FL
 Hialeah, FL
 City of Anderson, SC
 Miami Gardens, FL
 Lexington County, SC
 Lauderhill, FL
 Port Arthur, TX
 Harrisburg, PA
 Bridgeport, CT
 City of Jacksonville, FL
 City of Greenville, NC

Consolidated Plans

Charleston, SC
 Horry County (Consortium), SC
 Columbia, SC
 Spartanburg County, SC
 City of Spartanburg, SC
 Waccamaw COG – (Consortium), SC
 Lower Savannah COG, SC
 Lexington County, SC
 Greenville, NC
 Jacksonville, FL
 Bristol Township, PA
 St. George, UT
 Hinesville, GA
 Broward County (Consortium), FL
 Burlington, NC
 Hudson County, NJ
 Colorado Springs, CO
 Jersey City, NJ
 Meriden, CT
 Summerville, SC
 Reno, NV
 Stamford, CT
 Hialeah, FL
 Miami Gardens, FL
 Benton Harbor, MI
 Berkeley, SC
 Castle Rock, CO
 Fort Pierce, FL
 Sunrise, FL

Housing Market Assessments

Homes of Hope – Greenville, SC
 City of Spartanburg, SC
 Grand Strand Housing – Myrtle Beach, SC
 Horry County, SC
 Seewee Community, Charleston, SC
 Jacksonville, FL
 Adams County, CO
 Commerce City, CO

Affordable Housing Grant Programs

Homes of Hope, Inc
 Community Redevelopment Associates
 H.O.P.E. Ministries
 Rebuilding Together
 We Do Good Work, LLC
 United Way of Piedmont
 Genesis Homes, Inc
 Florida Housing Coalition
 New America CDC



References

Client: Harrisburg, PA

Period of Performance: Fall 2018 – Present

Project(s): IDIS training, Environmental Reviews, financial management & reconciliations, environmental reviews, CAPERs, Annual Action Plan, HOME-ARP, HOME underwriting, ongoing Technical Assistance; HOME-ARP Allocation Plan development

Project Leads: Erich Chatham, Patrick King

Point of Contact: Dennise Hill, Interim Director, Department of Building & Housing Development

dlhill@harrisburgpa.gov | (717) 255-6411

Client: Bridgeport, CT

Period of Performance: 2019 to Present

Project(s): 2020-2024 5-Year Consolidated Plan, Technical Assistance, 2020 Annual Action Plan, 2020 Analysis of Impediments to Fair Housing Choice, Environmental Reviews, HUD Program Technical Assistance, CARES Act TA

Project Lead: Erich Chatham

Point of Contact: Anjerice Miller, Director

anjerice.miller@bridgeportct.gov | (203) 576-8022

Client: City of Reno, NV

Period of Performance: 2019 to Present

Project(s): 2020-2024 5-Year Consolidated Plan, 2020 CAPER, General HUD Program Technical Assistance, Multiple Action Plans

Project Lead: Erich Chatham

Point of Contact: Monica Cochran, Manager of Housing and Neighborhood Development

cochranm@reno.gov | (775) 334-2033



Sample Work Product Links

Civitas has successfully completed or assisted with the completion of Consolidated Plans and Als for communities across the country, including grant recipients in Connecticut, New Jersey, Colorado, South Carolina, North Carolina, Florida, California, Texas, Tennessee, Utah, Colorado, Illinois, Michigan, and Pennsylvania. Our firm also has several subcontracts with companies contracted directly by HUD to provide national technical assistance services grantees. Below are links to several completed Consolidated Plan. More projects and reports are linked on our website: <http://civitassc.com/projects>.

Florence, SC 2021 Analysis of Impediments

<https://tinyurl.com/Florence-AI-2021>

Hialeah, FL 2020 Analysis of Impediments

<https://tinyurl.com/Hialeah-AI>

Broward County HOME Consortium 2020 Analysis of Impediments

<https://tinyurl.com/Broward-2020-AI>

Hudson County, NJ 2020 Analysis of Impediments:

<https://tinyurl.com/Hudson-2020-AI>



Scope of Work

Technical Area Overview

Civitas has developed a proprietary methodology for completing ConPlans, AAPs, AIs, and other HUD grant reports that has proven to be very successful. Our system allows for research and analysis to be conducted quickly while guaranteeing compliance with all regulations. Each report is customized to meet the unique needs of each client, from state-wide AIs to ConPlans for new grantees, our system works. We will supplement City staff by providing technical assistance and best practices, and work with staff to understand and incorporate local values and the community development setting.

Management Area Overview

With our 15 years' experience in HUD grant technical assistance, we have established an efficient and effective process for completing high quality and compliant documents that are tailored to each grantee. Upon receiving the contract, our staff will begin with basic data collection and analysis using the most up to date data from HUD, the US Census Bureau, the Bureau of Labor Statistics, and many other sources, including previous ConPlans, AIs, Comprehensive Plans, etc. Our project manager will work closely with staff to determine any issues unique to the jurisdiction that the research staff should know.

The research staff works closely together, but each member has an area of responsibility to ensure that nothing falls through the cracks. Data Collection and Visualization occurs first and once complete the information is sent over to Research and Analysis in order to assess trends and construct narratives. By gathering all the data first, the analyst is able to review a complete picture of the jurisdiction to prevent any assumptions or false conclusions early in the process. He also provides a fresh set of eyes to identify any data points that stand out or need additional support.

Once the narratives are complete the report is turned over to Compliance and Quality Control for review. Any areas of improvement or smoothing out are identified and then all three departments collaborate and work with each other to help guarantee a finalized document. Upon completion the document is sent up to the Lead Consultant for review.

Throughout the process, the Project Manager is working with the jurisdiction's staff and conducting public outreach events. Information gathered during these interactions are passed on to the Director of Operations who disseminates it to the rest of the Civitas staff as needed. The Director of Operations acts as a go-between for the project manager and the rest of staff to avoid any inefficient use of time.

Once the document is complete all members give it a final review. When there is a unanimous consensus that the product is complete it is passed on to the jurisdiction for review. Any requested edits are made to the document and then it is uploaded to IDIS for HUD review. In the unlikely event that HUD comes back with additional edits the staff immediately makes them and resubmits.



Analysis of Impediments to Fair Housing

Our organization has participated in creating numerous AIs and we are familiar with the process and format, including the areas that require annual updates and analysis. Policy recommendations will be made to address any barriers or impediments found during the analysis. The AI will be conducted in full compliance with all relevant federal, state, and local laws and regulations, including HUD's *Fair Housing Planning Guide*. The AI will utilize all relevant HUD guidance – including definitions for housing types and income levels- as set forth in CFR's, handbooks, and notices. The AI will conform to HUD's requirements and suggested format as detailed in the "Fair Housing Planning Guide."

Our standard AI template outline will include:

- Executive Summary
- Community Profile
 - Demographics
 - Economic Profile
 - Housing Profile
- Public Sector Analysis
- Private Lending Analysis
- Fair Housing Profile
 - Fair Housing Complaints
 - Public Input
- Identification of Fair Housing Choice Impediments
- Fair Housing Action Plan

In conducting the AI, Civitas will prepare a comprehensive demographic profile, housing profile and an economic profile of the City. Civitas has developed a proprietary data collection and analysis methodology for completing AIs that has proven to be very successful. Our system allows for research and analysis to be conducted quickly while guaranteeing compliance with all regulations. Each report is customized to meet the unique needs of each client, from state-wide assessments to smaller rural communities, our system works. Data sources to be utilized includes but is not limited to the following: HUD's CHAS data, 2010 and 2020 Decennial Census, Home Mortgage Disclosure Act (HMDA), and the 2017-2021 American Community Survey 5-Year Estimates (*released in late December*). Data will also be gathered from state and local agencies.

In addition to narratives, graphs, and tables, data will be presented geographically by Census Tract using mapping services provided by public and private agencies, as well as custom geographic information system (GIS) mapping.

The comprehensive housing profile will be included to provide a detailed overview of the housing stock within the jurisdiction. This profile will be combined with demographic and jurisdictional background to serve as a foundation for a data-driven review of fair housing. For example, comparing the area median income (AMI) with housing prices will allow an assessment of housing affordability and affordable housing gaps by income. Mapping



software and services such as OneCPD, PolicyMap, ArcGIS, Tableau, and the HUD-provided AFFH Mapping Tool will be used to display relationships between any key housing and demographic variables. Some of the data points that will be explored and analyzed include sales figures, construction activity, tenure, condition, vacancy, and age of housing.

The AI will also include the most recent information as it pertains to:

- A comprehensive review of planning, development and housing programs, laws, policies, zoning ordinances and others to assess how they influence the availability and accessibility of local housing. This includes an evaluation of the City's grant programs for proper practices, monitor compliance, and performance measures. Civitas will conduct surveys with key stakeholders, government officials, community leaders, and the public to help complement the data analysis.
- State and local laws, zoning regulations and practices, housing programs, and policies will be analyzed against the backdrop of HUD guidelines, as well as national best practices and research.
- A review of the City's fair housing legal status will be reviewed. This includes a review of all fair housing complaints sent to state, federal, and local fair housing entities, as well as any findings of discrimination and suits filed by the Department of Justice or individuals.
- An assessment of public-sector conditions that may influence fair housing choice for protected classes. Examples of such items include tax policies, municipal services, transportation accessibility, building codes, tenant selection policies for public housing, segregation, access to quality education, and displacement of residents due to economic and public housing factors.
- An assessment of private-sector conditions and practices that may influence fair housing choice. The main item of importance here is lending practices and may include "steering" certain demographics into certain neighborhoods based on race, sex, religion, or other protected classes. Discriminatory practices in the rental market by property management and leasing agents are also a concern. Data for private sector practices will be collected from Home Mortgage Disclosure Act (HMDA) reports, local industry associations, fair housing complaints, and other available sources.
- The extent of fair housing enforcement and compliance, informational programs on fair housing and citizens' rights under the Fair Housing Act and any applicable state or local laws, and accessibility for the disabled are areas that will be reviewed for both public and private sectors.



Citizen Participation & Stakeholder Consultation: Civitas will work with City staff to develop and execute an effective communication and outreach strategy to ensure representative feedback is gathered from community stakeholders. City staff assistance in coordinating proper invites, venues, dates, and times of events will be needed.

Upon the completion of the initial data collection and analysis, our team will host one virtual (1) stakeholder/focus group meeting and one (1) community meeting. Any key stakeholders that are unable to attend the focus group shall be interviewed via telephone conference call to ensure their participation in the consultation process.

In addition to the public outreach and interviews, we will prepare an online survey to garner additional feedback from those that may want to respond anonymously or for those that are unable to attend one of the public events. There will be two versions of the survey, one for direct resident feedback as well as one slightly altered to gather feedback from stakeholder organizations.

Civitas has existing relationships with additional consultants that can assist with translation services as needed. We can provide translation of the public notices, the public survey and onsite for public meetings as requested. We will work with City staff to ensure sufficient notice is disseminated through proper communication channels.

Fair Housing Action Plan

Once the community outreach is completed, Civitas consultants will work with City staff to delineate any identified impediments to fair housing choice prevalent within the City. Civitas, with staff support, will then develop a Fair Housing Action Plan. This plan will establish goals to address each of the identified impediments to fair housing choice. The Fair Housing Action Plan will also include proposed outcome measures or benchmarks that can assist in measuring progress towards meeting these goals. These benchmarks will serve as actions to be taken annually throughout the Five-Year Consolidated Plan to address identified impediments and prioritization.

Final Presentation

HUD does not require a public comment period or a public hearing for the Analysis of Impediments to Fair Housing Choice. However, many jurisdictions choose to conduct both in an effort to encourage community participation. As part of our proposed fee, Civitas will prepare a standardized public presentation of the final AI for City and/or local jurisdictions to present at to the public at an event to be determined by the City. We can assist with the presentation **virtually**. *Should the City request Civitas to present findings at public meetings in person, we will be happy to oblige for an additional fee.*



Proposed Project Schedule

The following **tentative** timeline for the Analysis of Impediments to Fair Housing Choice is only an estimation, but can be adjusted to meet the needs of the City, upon contract award.

- **Project Kick Off Meeting/Conference Call:** As soon as possible after project award
- **Data Collection:** August 2023
- **Mapping Development:** September 2023
- **Public Survey Open:** September – November 2023
- **Community and Stakeholder Meetings:** TBD
- **Community Profile Analysis and HMDA analysis:** November 2023
- **Impediments and Fair Housing Plan Development:** December 2023
- **Draft AI Submitted:** January 10, 2024
- **Public Comment Period:** *Not Required*
- **Final AI including Fair Housing Action Plan:** January 31, 2024

Request for City Support

Civitas kindly requests the City assist with identifying local stakeholders to participate in the outreach efforts, whether by survey, interview, and/or stakeholder meeting. Civitas also requests the City provide logistical setup for a public meeting, including identifying a location and securing the reservation. Lastly, Civitas request the City's Public Affairs/IT Department assist with the promotion of the community survey. Civitas will supply PDF/JPEG solicitation, and request the help of the City in posting the advertisement to the City's website, social media pages, and other local venues as needed.



Fees for Services

Civitas proposes to provide all the services detailed in our submitted RFQ response for a sum of **\$25,000**. Seventy-five percent of the cost will be invoiced at the completion of the first draft and the remainder upon project completion.

If an in-person final presentation is requested, an additional fee of \$1,750 would apply.

Description	Rate	Total
Complete Analysis of Impediments to Fair Housing Choice		
Coordination, Data Research, Public Outreach, Stakeholder Outreach, Report Development, Data Analysis, Fair Housing research, Impediments and affordable housing barriers identification, Action Plan Deliverable, PPT preparation, Virtual Final Presentation	Flat Fee	\$25,000
Total	-	\$25,000

Sample Contract & Required Forms

PROFESSIONAL SERVICES CONTRACT

This Contract for Professional Services (“Contract”), with an effective date of the City’s signature, is hereby entered into between the City of Council Bluffs, IA, a political subdivision of the State of Iowa, whose Administrative Office is at 209 Pearl Street, Council Bluffs, IA 51503 (“City”); and CIVITAS (“Provider”), a corporation organized and existing under the laws of the State of South Carolina and authorized to conduct business in the City of Council Bluffs, NC and in the State of South Carolina.

CONTRACT DOCUMENTS

The contract documents shall consist of:

- a. This Contract
- b. City of Council Bluffs Request for Qualifications dated
- c. Provider’s Response to Request for Qualifications dated

1. GENERAL TERMS OF CONTRACT

1.1. Headings: Headings to paragraphs in this Contract shall not interpret or alter the meaning of the words in the respective paragraph, nor any other provision of this Contract.

1.2. Time of Performance: The timely performance by Provider of the services described in this Contract is of the essence, and shall commence on the Effective Date. Failure to perform timely, except for cause occasioned by Act of God, shall permit City to declare this Contract voided and of no further effect.

1.3. Arbitration: This contract is not subject to arbitration.

1.4. Dispute Resolution: If the parties hereto cannot settle any difference arising between them without litigation, any such litigation shall take place in the state of North Carolina.

1.5. Merger, Amendment, and Waiver: This Contract contains all the terms of all agreements, oral or written, between the parties, and is the only document containing all such terms. This Contract merges all prior contracts, agreements, and understandings between **City and Provider** concerning the scope of work described herein. The Scope of Services described in this Contract, and all other terms of this Contract, shall not be amended or varied except by a written instrument signed by a duly authorized signatory of **City and Provider**. Forbearance by **City** from enforcing the strict terms of this Contract shall not be a waiver of any other term of this Contract, nor shall such forbearance entitle **Provider** to rely upon such forbearance in the event of another similar breach by **Provider** of the terms of this Contract. Any variance to the terms of this Contract shall be attached as an Exhibit hereto, and shall have effect as from the effective date thereof as set forth on such Exhibit.

1.6. Compliance with EEOC and other State and Federal Laws: To the extent set forth in the respective statutes, **Provider** shall comply with the provisions of:

1.6.1. Title VI of the Civil Rights Act of 1964 (PL 88-352);

1.6.2. Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended;

1.6.3. Federal Executive Order 11063, as amended by Executive Order 12259 (Equal Opportunity Housing);

1.6.4. Iowa Civil Rights Act of 1965;

1.6.5. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 USC 5309);

1.6.6. Age Discrimination Act of 1975, as amended (42 USC 1601 et seq);

1.6.7. Section 504 of the Rehabilitation Act of 1973, as amended (PL 93-112, 29 USC 794)

1.6.8. Americans with Disabilities Act (PL 101-336, 42 USC 12101-12213);

1.6.9. Section 3 of the Housing and Urban Development Act of 1968, as amended (12 USC 1701u)

1.6.10. Federal Executive Order 11246, as amended by Executive Order 11375. Provides that no one be discriminated in employment

1.6.11. Equal Pay Act of 1963;

1.6.12. Fair Labor Standards Act of 1938;

1.6.13. Immigration Reform and Control Act of 1986;

1.6.14. Clean Air Acts 42 USC 1857 (h), 33 USC 1368 and Executive Order 11738

1.6.15. The Recipient certifies, to the best of his or her knowledge and belief, that:

i.No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

ii.If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.

iii. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

- 1.7. By entering into this Contract, **Provider** affirmatively warrants that **Provider** is currently in compliance with such laws, and further warrants that during the term of this Contract, **Provider** shall remain in compliance therewith, to include the provisions set forth in the appendix of this contract (Federal Labor Standards, Required Contract Provisions).

2. SCOPE OF SERVICES:

- 2.1. Provider** shall conduct a Housing Analysis, required public and stakeholder outreach, and develop a Housing Plan for the **City** according to guidelines set forth by the **City**.
- 2.2. Provider** shall prepare and complete the **City's** 5-Year Consolidated Plan and 1-Year Annual Action Plan according to federal regulations set by HUD.
- 2.3. Provider** shall prepare and complete the **City's** Analysis of Impediments to Fair Housing to meet the federal regulations for Affirmatively Furthering Fair Housing set by HUD.
- 2.4.** All services to be performed by **Provider** under this Contract shall be performed within the term set in its official proposal to the **City** which is attached hereto and made a part hereof, not to exceed one (1) year.

3. PAYMENT FOR SERVICES:

- 3.1.** The total projected cost shall not exceed one hundred thirty-three thousand five hundred fifty dollars (\$133,550.00) for the Housing Plan, Consolidated Plan, and Annual Action Plan. Provider shall invoice the City monthly based upon incremental task(s) progress and completion, and final amount based upon submission of draft plan(s) and satisfactory HUD approval for the Consolidated Plan and Annual Action Plan. Payment will be made by the City within 30 days of receipt by City of invoice.
- 3.2.** Services beyond the Scope of Services listed in Section 2 of this Contract shall not be performed unless agreed to in writing and executed by both parties prior to the performance of such services.

4. WARRANTIES OF PROVIDER AND CITY:

4.1. City warrants that:

- 4.1.1. City** has the lawful authority required under State law and City's Ordinances to enter into and perform this Contract;

4.2. Provider warrants that Provider has:

- 4.2.1.** All necessary licenses and consents required for **Provider** to enter into and fully perform the Scope of Services set forth in submitted proposal, and is in good standing in the State of North Carolina;
- 4.2.2.** All required insurances, including Worker's Compensation Insurance and General Liability Insurance, to indemnify City against any and all claims arising under or as a result of the performance of this Contract, in at least the following amounts (or in those amounts, if specified, as set forth in City's Invitation to Bid or Request for Proposals, that formed the basis of the Scope of Services of this Contract):

Worker's compensation and comprehensive general liability coverage shall provide minimum limits of liability as detailed in the City's Insurance Requirements which are attached hereto. This shall include coverage for premises/operations, products/completed operations, contractual liability, errors and omissions (professional liability), independent contractors and vehicles used in premises/operations. Insurance shall indemnify City against any and all claims arising under or as a result of the performance of the contract. The "City of Council Bluffs" shall be named as an additional insured on all liability policies. The City must be provided with notice prior to cancellation, modification, or reduction in limits of any stipulated insurance.

- 4.2.3.** No conflict of interest with any other contract with a third party that might cause a claim to arise against City by the entry into or performance of this Contract by **Provider**.

4.3. Provider warrants that Provider shall throughout the term of this Contract:

- 4.3.1.** Perform all tasks required under the Scope of Services with a degree of skill and care of reputable members of the same profession;
- 4.3.2.** Maintain all insurances required by law or this Contract, including worker's compensation, premises liability, general liability, and professional malpractice coverage in those amounts set forth herein;
- 4.3.3.** Properly withhold from all wages, commissions, salaries, and fees paid by **Provider** to third parties or employees, agents, or sub-contractors of **Provider**, all amounts required by State or Federal law to be withheld for or on account of taxes, social security payments, or other withholdings mandated by law or regulation;
- 4.3.4.** Ensure that any third party, employee, agent, or sub-contractor of **Provider** shall comply with the terms of this Contract concerning employment discrimination, insurances, and withholdings, so far as concerns this Contract;
- 4.3.5.** Comply with all lawful demands made pursuant to the Federal Freedom of Information Act, 5 U.S.C.S. § 552;
- 4.3.6.** Make no offer of employment to any **City** employee for a period of two (2) years after the termination of this Contract.

5. OWNERSHIP OF PROJECT MATTER: Unless otherwise agreed between

City and Provider, and approved by City's attorney:

- 5.1.** All plans, reports, surveys, and other professional work product of **Provider** concerning this Contract (but not internal working files, drafts, memoranda, and equipment) shall become the property of **City** during and at the completion or termination of this Contract;
- 5.2.** All materials supplied or loaned by **City** to **Provider** during the term of this Contract shall remain the property of **City**;

5.3. All intellectual property provided to **City** by **Provider** and originating from this Contract shall become and remain the property of **City**, and **Provider** shall not, without the written consent and license from **City**, use such intellectual property for another commercial purpose;

5.4. **City** shall not become the owner, assignee, or licensee of any standard routine, programs, development tools, techniques, interfaces, texts, or other work existing prior to the date of this Contract that may be used by **Provider** in providing the services or intellectual property subject to this Contract, except as may be specifically agreed in writing between the parties.

6. EARLY TERMINATION OF CONTRACT: **City** and **Provider** shall have the right, upon sixty (60) days written notice, to terminate this Contract, and thereafter **City** shall have no obligation to pay for services provided to **City** except up to the effective date of termination of this Contract. In the event **Provider** exercises its right to terminate this Contract, **Provider** will not cease services for a reasonable period of time, not to exceed One-Hundred Twenty (120) days, to allow **City** to procure another provider.

7. INDEPENDENT CONTRACTOR STATUS: **Provider** shall not, by entering into this Contract, become a servant, agent, or employee of **City**, but shall remain at all times an independent contractor to **City**. This Contract shall not be deemed to create any joint venture, partnership, or common enterprise between **Provider** and **City**, and the rights and obligations of the parties shall not be other than as expressly set forth herein.

8. NOTICES TO PARTIES: All notices to each party to this Contract, except routine notices of performance of the Scope of Services during the Contract term, shall be in writing, and sent as follows:

8.1. To City:

8.1.1.

Courtney Harter
 Director of Community Development 209 Pearl Street
 Council Bluffs, IA 51503

8.2. To Provider:

8.2.1.

Karl Erich Chatham, Owner
 Civitas, LLC
 600 Salty Alley
 Mount Pleasant, SC 29464

8.3. Form of Notice: All notices required or permitted under this Contract shall be effective:

- 8.3.1.** On the third (3rd) business day after mailing by depositing the notice in the United States Mail, certified mail, return receipt requested, postage prepaid, addressed as set forth above; or on the day of receipt of such notice (whether by mail, courier, hand delivery, or otherwise), whichever is the earlier date of receipt; or
- 8.3.2.** On the first day after receipt of a facsimile transmission of the written notice, with delivery confirmed, provided that such notice is also thereafter sent by first class mail as set forth above.

9. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT: The Provider will indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting in any way from the performance of the Work. In any and all claims against the City or any of their agents or employees by an employee of the Provider, and anyone directly or indirectly employed by any of them, or anyone for whose acts

any of them may be liable, the indemnification obligation shall not be limited in any way to the amount or type of damages, compensation or benefits payable by or for the **Provider** under the workman's compensation acts, disability benefit acts, or other employee benefit acts. The obligation of the **Provider** under this paragraph shall not extend to the liability of the **City** or its agents or employees arising out of reports, surveys, change orders, designs, or specifications that are un-attributable to the **Provider**.

10. ASSIGNMENT: **Provider** shall not assign, permit the assumption of or in any manner transfer any interest in this Contract, or any part thereof, without the prior written consent of the City. If **Provider** assigns, permits the assumption of or in any manner attempts a transfer of its interest in this Contract, **City**, in its sole discretion, may declare this entire Contract null and void.

IN WITNESS WHEREOF, the parties have executed this Contract in three (3) originals, each of which shall be deemed to be an original on the Effective Date first above written.

Provider:

By (signature): 

Date: 12/23/2022

Print Name: Spencer Christian

Title: Director of Operations

City:

By (signature): _____

Date: _____

Print Name: Courtney Harter

Title: Director of Community Development

Appendix

Federal Labor Standards Provisions

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount

designated for fringe benefits where appropriate), a report on the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same

prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of

Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;
(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary

employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the

registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part:

"Whoever, for the purpose of ... influencing in any way the action of such Administration ... makes, utters or publishes any statement knowing the same to be false... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by

Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a

clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

(3) The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

REQUIRED CONTRACT PROVISIONS

Contracts funded in whole or in part with CDBG or HOME funds shall contain at a minimum the following provisions, as appropriate.

ALL CONTRACTS

1. Access and Maintenance of Records

The contractor must maintain all required records for five years after final payments are made and all other pending matters are closed.

At any time during normal business hours and as frequently as is deemed necessary, the contractor shall make available to the Iowa Department of Economic Development, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.

2. Civil Rights

The Contractor must comply with the following laws and regulations:

- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.
- Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
- Iowa Civil Rights Act of 1965 (Iowa Code Chapter 216 and Iowa Code Chapter 19B.7).
- Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309).
- The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.)
- Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794).
- Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)
- Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).
- Federal Executive Order 11246, as amended, by Federal Executive order 11357
- Federal Executive Order 11063, as amended by Executive Order 12259

3. Termination Clause

All contracts utilizing CDBG or HOME funds must contain a termination clause that specifies the following:

- Under what conditions the clause may be imposed.
- The form the termination notice must take (e.g., certified letter).
- The time frame required between the notice of termination and its effective date.
- The method used to compute the final payment(s) to the contractor.

4. Certification regarding government-wide restriction on lobbying.

All contract utilizing CDBG or HOME funds must contain the following certification concerning restriction of lobbying:

"The Recipient certifies, to the best of his or her knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress,

an officer or employee, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.

- iii. The Recipient shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

5. Lead-Safe Housing Regulations (As applicable)

24 CFR Part 35 et al.

Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Properties and Housing Receiving Federal Assistance, Final Rule

ALL CONTRACTS IN EXCESS OF \$10,000

In addition to the preceding provisions, all contracts in excess of \$10,000 must include the following language, pursuant to Federal Executive Orders 11246 and 11375:

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor 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 race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such

provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

ALL CONTRACTS IN EXCESS OF \$100,000

In addition to the preceding provisions, contracts in excess of \$100,000 shall require compliance with the following laws and regulations:

Section 306 of the Clean Air Acts (42 U.S.C. 1857(h)).

Section 508 of the Clean Water Act (33 U.S.C. 1368).

Executive Order 11738.

EPA Regulations - 40 CFR, Part 32.

Clean Air and Water Acts - required clauses:

This clause is required in all third party contracts involving projects subject to the Clean Air Act (42 U.S.C. 1857 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 32, as amended. It should also be mentioned in the bid document.

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

- (1) The CONTRACTOR will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the Excluded Party Listing System pursuant to 40 CFR 32.
- (2) The CONTRACTOR agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there-under.
- (3) The CONTRACTOR agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on Excluded Party Listing System.
- (4) The CONTRACTOR agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions.

ALL CONSTRUCTION CONTRACTS IN EXCESS OF \$2,000

In addition to the preceding provisions, all construction contracts in excess of \$2,000 must include the Federal Labor Standards Provisions (verbatim) found in Appendix Two.

(Housing rehabilitation contracts of less than 8 units are excluded from this requirement.)

**HOUSING AND URBAN DEVELOPMENT ACT OF 1968
SAMPLE SECTION 3 CLAUSE**

A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Section 3, and all applicable rules and orders of the Department issued there under prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding if any, a notice advising said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

D. The contractor will include this Section 3 clause in every subcontract; for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the Subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Section 3. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Section 3 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Section 3, and all applicable rules and orders of the Department issued there under prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through Federal assistance is provided, and to such sanctions as are specified by 24 CFR Section 135.135.

PROPOSAL DOCUMENT CHECKLIST*

Required by owner	Submission Requirement	Initial each required entry and if required, submit the item
☒	Acknowledgment of Receipt of Addenda	SC
☒	Mandatory Affirmative Action Language	SC
☒	New Jersey Anti-Discrimination	SC
☒	Americans with Disabilities Act of 1990 Language	SC
☒	Stockholder Disclosure Certification Statement of Ownership	SC
☒	Proof of Business Registration	SC
☒	Prohibited Russia-Belarus Activities & Iran Investment Activities	SC
☒	Election Contributions Disclosure Notification Form	SC
☒	Non-Collusion Affidavit	SC
☒	W-9 Form	SC
☒	Political Contributions Disclosure Form	SC
☒	Sworn Statement by Professional Services Provider	SC
☒	Certificate of Insurance	SC

*This form need not be submitted. It is provided for bidder's use in assuring compliance with all required documentation.

City of Asbury Park

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (Initial)
1	4/26/2023	SC

No addenda were received: ☐

Acknowledged for: CIVITAS, LLC
(Name of Bidder)

By: 
(Signature of Authorized Representative)

Name of above: Spencer Christian
(Print or Type)

Title: Director of Operations

Date: 05/01/2023

**AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)**

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

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

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

OR

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

OR

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

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

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

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

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

COMPANY: CIVITAS, LLC

SIGNATURE: 

PRINT NAME: Spencer Christian

TITLE: Director of Operations

DATE: 05/01/2023

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

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

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

(Include the following only for boards of education)

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c.490 (C.18A:18A-51 et seq.).



 Signature

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the owner do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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



 Signature

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business: CIVITAS, LLC

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

OR

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

Check the box that represents the type of business organization:

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

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

Stockholders:

Name: Karl Erich Chatham

Name: _____

Home Address: 600 SALTY ALLEY

Home Address: _____

Mount Pleasant, SC 29464

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Subscribed and sworn before me this 4 day of May, 2023

(Notary Public)

My Commission expires:

Nathan Ouellette
7/29/31

Karl Erich Chatham
 (Affiant)

Karl Chatham, owner Civitas
 (Print name & title of affiant)

(Corporate Seal)





STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	CIVITAS SC LLC
Trade Name:	
Address:	1150 WEXFORD PARK MOUNT PLEASANT, SC 29466
Certificate Number:	2319294
Effective Date:	February 22, 2019
Date of Issuance:	April 26, 2022

For Office Use Only:
20220426180216151

Attachment: CIVITAS (2023-310 : Awarding a contract for Professional Service of Analysis of Impediments to Fair Housing Choice)

CERTIFICATION OF PROHIBITED ACTIVITIES IN RUSSIA AND BELARUS & INVESTMENT ACTIVITIES IN IRAN PURSUANT TO P.L.2022, c.3

Part 1: Certification

COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

CONTRACT AWARDS AND RENEWALS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

CONTRACT AMENDMENTS AND EXTENSIONS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

IF UNABLE TO CERTIFY



I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

I acknowledge that the City of Asbury Park is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the City of Asbury Park notify the City of Asbury Park in writing of any changes to the answers of information contained herein.

I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the City of Asbury Park and that the at its option may declare any contract(s) resulting from this certification void and unenforceable.



Signature of Vendor's Authorized Representative

Spencer Christian Director of Operations

Print Name and Title of Vendor's Authorized Representative
CIVITAS, LLC

Vendor Name

600 SALTY ALLEY

Vendor Address (Street Address)

Mount Pleasant, SC 29464

Vendor Address (City/State/Zip Code)

05/01/2023

Date

(843) 473-3951

Vendor Phone Number

Vendor Fax Number

spencer.christian@civitassc.com

Vendor Email Address for Authorized Representative

¹ Engaged in prohibited activities in Russia or Belarus" means (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) having any business operations commencing after the effective date of this act that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting, or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit.

**ELECTION CONTRIBUTIONS DISCLOSURE
NOTIFICATION ACKNOWLEDGEMENT FORM**

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27, if they receive contracts in excess of \$50,000.00 from public entities, in a calendar year. Business entities are responsible for determining if filing is necessary.

Additional information on this requirement is available from ELEC at 1-888-313-3532 or at www.elec.state.nj.us.



Vendor's Representative
Signature of Acknowledgement

05/01/2023

Date of Acknowledgement

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of _____

SS:

I, Karl Chatham residing in
Mount Pleasant (name of municipality)
 in the County of Charleston and State of
South Carolina of full age, being duly sworn according to law on my oath depose
 and say that:

I am Owner of the firm of
 (Title or position) (Name of firm)

Civitas, LLC the bidder making this Proposal for the bid

entitled Analysis of Impediments, and that I executed the said proposal with
 (title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement,
 participated in any collusion, or otherwise taken any action in restraint of free, competitive
 bidding in connection with the above named project; and that all statements contained in said
 proposal and in this affidavit are true and correct, and made with full knowledge that the

City of Ashbury relies upon the truth of the statements
 contained in said Proposal
 (name of contracting unit)

and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or
 secure such contract upon an agreement or understanding for a commission, percentage,
 brokerage, or contingent fee, except bona fide employees or bona fide established
 commercial or selling agencies maintained by

Civitas, LLC

Subscribed and sworn to

before me this day

[Signature]
 Signature

Karl Chatham

May 4th 2023
Nathan Ouellette
 (Type or print name of affiant under signature)

Nathan Ouellette
 Notary public of South Carolina

My Commission expires 7/29/31



Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Civitas, LLC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate ☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► S Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions. 600 Salty Alley	Requester's name and address (optional)
6 City, state, and ZIP code Mount Pleasant, SC 29464	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ► 3/25/2022
------------------	----------------------------	-------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	CIVITAS, LLC		
Address:	600 SALTY ALLEY		
City:	Mount Pleasant	State:	SC
		Zip:	29424

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.


Signature

Spencer Christian

Director of Operations

Printed Name _____

Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

[illegible]☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

NONE

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM [the Pay to Play section](#) OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

**CITY OF ASBURY PARK
COUNTY OF MONMOUTH
STATE OF NEW JERSEY**

SWORN STATEMENT BY PROFESSIONAL SERVICES PROVIDER

I understand that the City of Asbury Park (the "City") Code requires that, prior to awarding any contract or agreement to procure services, with any professional service provider, the City or any of its purchasing agents or agencies, as the case may be, shall receive a sworn statement from the professional service provider made under penalty of perjury that the bidder or offeror has not made a contribution in violation of Section 2-76 of the Asbury Park City Code.

I have received and reviewed a full copy of Section 2-76 of the City of Asbury Park City Code.

I hereby swear and affirm, under penalty of perjury, that my family, my firm or I has not made a contribution in violation of Section 2-76 of the Asbury Park City Code.

CIVITAS, LLC

Firm's Name

[Signature]

Signature

Paul Chetman

Print Name

Owner

Title

Subscribed and sworn to before me this

4 day of May, 2023.

[Signature]
Notary Public



	SUBMISSION #1	SUBMISSION #2
NAME OF FIRM	Civitas, LLC	RKG Associates, Inc.
CONTACT NAME	Erich Chatham	Russell Archambault
ADDRESS	600 Salty Alley	2121 Eisenhower Avenue Suite 402
CITY, STATE , ZIP	Mount Pleasant, SC 29464	Alexandria, VA 22314
TELEPHONE NUMBER	(843) 573 - 7825	(703) 739 - 0965
EMAIL		arch@rkgassociates.com
DESCRIPTION OF FIRM	Page 4	Pages 4 - 5
PROJECT MANAGER QUALIFICATIONS	Page 5 - Erich, Pages 6 - Spencer and Page 10 - Grace	Pages 25 - 29
EXPERIENCE WITH SIMILAR PROJECTS	Page 11	Pages 17 - 23
ONE PAGE NARRATIVE	Page 4	Not on scanned copy, attached to hard copy
DESCRIPTION OF PROPOSED METHODOLOGY AND SCHEDULING	Pages 15 - 19	Pages 9 -15
DESCRIPTION OF COMMUNITY OUTREACH METHODS AND TECHNIQUES	Pages 15 - 19	Pages 9 -15
DESCRIPTION OF SERVICES O BE PROVIDED	pages 15 - 19	Pages 9 -15
DESCRIPTION OF TASKS REQUIRED OF THE CITY	Page 19	
INSURANCES	NONE SUBMITTED	Page 65
ACKNOWLEDGEMENT OF ADDENDA	Page 43	Page 32
SAMPLE CONTRACT	Pages 22 - 32	Pages 56 - 60
FORMS REQUIRED BY THE CITY	Pages 42 - 56	Pages 31 - 55
COSTS:	\$ 25,000.00	\$ 25,000.00
EVALUATION AND BASIS FOR AWARD		
EXPERIENCE WITH HUD APPROVED APPROACHES TO AI'S 20%	20%	15%
EXPERIENCE AND REPUTATION IN PREPARING AI'S 15%	15%	10%
EDUCATION/SPECIAL ACCREDITATIONS IN PREPARING AI'S 10%	10%	10%
AVAILABILITY OF SUFFICIENT PERSONNEL & OTHER RESOURCES 15%	15%	10%
COMPENSATION PROPOSAL 30%	30%	30%
OTHER FACTORS 10%	10%	10%
TOTAL	100%	85%
NOTES	USB PROVIDED BUT WAS EMPTY	

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SAMPLE CONTRACT	Pages 22 - 32	Pages 56 - 60
FORMS REQUIRED BY THE CITY	Pages 42 - 56	Pages 31 - 55
COSTS:	\$ 25,000.00	\$ 25,000.00
EVALUATION AND BASIS FOR AWARD		
EXPERIENCE WITH HUD APPROVED APPROACHES TO AI'S 20%	20	7
EXPERIENCE AND REPUTATION IN PREPARING AI'S 15%	15	5
EDUCATION/SPECIAL ACCREDITATIONS IN PREPARING AI'S 10%	10	0
AVAILABILITY OF SUFFICIENT PERSONNEL & OTHER RESOURCES 15%	15	15
COMPENSATION PROPOSAL 30%	30	30
OTHER FACTORS 10%	10	0
TOTAL	100	57
NOTES	USB PROVIDED BUT WAS EMPTY	
	did work in Hudson County, Jersey City (multiple)	does not appear to have nj experience
	much more hud doc experience	
	provided references - might want to reach out to jersey city since that work is labeled as ongoing.	references?



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 14, 2023
RESOLUTION SUMMARY

2023-311

Resolution authorizing the award of a contract for the Rideshare Program Concession to EZ Ride.



RESOLUTION NO. 2023-311

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

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT FOR THE RIDESHARE PROGRAM CONCESSION

WHEREAS, on February 22, 2023, the Mayor and Council of the City of Asbury Park (the “City”) adopted Resolution No. 2023-139, which authorized the City to implement the “competitive contracting” process under the New Jersey Local Public Contracts Law (N.J.S.A. 40A:11-4.1, et seq.) (the “Act”), in order to seek proposals from interested vendors to operate a Rideshare Program Concession within the City of Asbury Park, NJ; and

WHEREAS, in accordance with the requirements of the Act, a public advertisement appeared in an official newspaper of the City (Asbury Park Press) on April 3, 2022, which advertised that the City was seeking proposals from vendors who were interested in operating said concession, pursuant to the terms and conditions set forth in a formal Request for Proposals (the “RFP”), which was available on the City of Asbury Park's website; and

WHEREAS, two (2) proposals were received and evaluated in accordance with the RFQ; and

WHEREAS, in accordance with the methodology specified in the RFP, the Director of Transportation and the Director of Purchasing reviewed and ranked the proposals received; and

WHEREAS, in a memorandum dated June 9, 2023, the Director of Purchasing provided a report (per N.J.S.A. 40A:11-4.5(d)), in which she recommended that the contract for this concession be awarded to the lowest responsive and responsible, Meadowlands Transportation Brokerage Corporation d/b/a/ EZ Ride; and

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

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

WHEREAS, in accordance with the Director of Purchasing's recommendation, the Mayor and Council now wish to authorize the award of a contract to Meadowlands Transportation Brokerage Corporation d/b/a/ EZ Ride for the Rideshare Program Concession, in

accordance with its proposal, and to authorize appropriate City officials and/or employees to take certain actions.

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

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

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-311 which was finally adopted by the City Council at a meeting held on the 14th day of June, 2023

CERTIFIED BY ME THIS 15th DAY OF June, 2023.


 Lisa Esposito, City Clerk 6/15/2023

LISA ESPOSITO
CITY CLERK

PROPOSAL

Rideshare Program Concession Within The City of Asbury Park, NJ



Submitted to: Tracy Lizardi
Director of Purchasing
City of Asbury Park
One Municipal Plaza 1st Floor
Asbury Park, NJ 07712

Submitted by: Meadowlands Transportation Brokerage Corporation d/b/a EZ Ride
144 Park Place East
Wood-Ridge, NJ 07075

Contact Person: Krishna Murthy
President & CEO
Tel: (201) 939-4242
Fax: (201) 939-2630
Email: kmurthy@ezride.org

Date: May 3, 2023

Table of Contents

1. Executive Summary	1
2. Scope.....	2
3. Objectives	2
4. Project Work Plan	3
5. Assumptions/City of Asbury Park Responsibilities.....	4
6. Staffing.....	4
7. Timing & Fees	5
8. Innovation	5
9. Public Health.....	6
10. Appendices/Other	6
About Us	7
Our Experience	9
Required Documents.....	12

1. Executive Summary

We are pleased to propose working with the City of Asbury Park to provide the *EZ Ryde4Life* program for designated residents of the City, which may include seniors, low-income population, people with disabilities, and veterans.

EZ Ride offers an affordable turnkey solution for its clients, made possible due to our relationships with Lyft and Uber, a software program funded by NJ Transit that helps streamline operations, and our dedicated staff, who have honed their skills over the last five years. The pilot program could be launched within 30 days of signing the contract, as the program has been in operation for several years, with ridership doubling in the last two years from 15,000 in 2019 to 32,000 in 2022 and again to more than 64,000 in 2023. Currently, EZ Ride coordinates more than 300 rides per day.

It is our understanding that the current funds allocated for this program are \$50,000. For a nominal annual membership fee of \$250, EZ Ride will set up a transportation account for the City, and the remainder of the funds will be used to provide rides. The cost of the rides varies based on the fee charged by Lyft or Uber and the inclusion of an administrative fee of \$2.50 per ride.

For payment purposes, we follow a simple process modeled on the EZ Pass program. The account needs to be funded in advance, and a pre-determined amount deposited in the account based on the projected number of rides. Thereafter, the cost of rides is deducted on an ongoing basis.

The City will send EZ Ride a list of riders and their requested trips a day ahead of time. On the day and time of the ride, clients call EZ Ride to activate the pre-approved rides, and our customer service team arranges the transportation with Lyft or Uber. EZ Ride will provide monthly statements that outline the details of all rides provided, including the associated charges for each ride and the remaining account balance at the end of the month. We believe that this program can be a valuable resource for the residents of Asbury Park, and we look forward to the opportunity to collaborate with the City.

2. Scope

The *EZ Ryde4Life* program will use Lyft or Uber to provide the service. As neither Lyft nor Uber use wheelchair accessible vehicles, the services provided will be limited to ambulatory clients and those with foldable wheelchairs that can be stored in the trunk of the car.

No smartphone is required to participate in the *EZ Ryde4Life* program. However, all participants are required to have a working cell phone while riding to ensure communication between our office and the rider in the case of an emergency or to provide vehicle and driver details assigned for the ride.

3. Objective

It is our intent to meet the primary objectives of the Asbury Park rideshare program as stated in the RFP:

- Launch 8:00 a.m. to 5:00 p.m. weekday rideshare program initially accessible to senior citizens and those with disabilities that could expand to additional eligible City residents and visitors in subsequent years, and is capable of meeting negotiated performance standards
- Reduce dependency on automobiles, particularly for short trips, in turn reducing traffic congestion, vehicle emissions, and demand for parking
- Increase transportation options for economically and physically disadvantaged residents
- Enhance existing public transportation systems by providing a rideshare system to complete short on demand trips not served by existing public transit
- Provide transportation options to the City's transit deserts
- Achieve measurable successful performance and public response to the system, which may include average number of daily trips, projected motorist trip reductions, private buy-in to sponsorships, and engagement of significant future partners for widening the reach of the network
- Continue to innovate the transportation system by offering a system that can flexibly respond to future demand and development
- Promote resiliency by introducing redundancy in the transportation system
- Provide a service that will result in high rates of satisfaction

4. Project Work Plan

As the *EZ Ryde4Life* Program has been in operation for several years, the ramp up is expected to be relatively smooth. However, the following administrative requirements are necessary to ensure the successful launch of the program:

- **Advance Deposit**
We request all organizations participating in our program to fund their transportation account before the rides are scheduled. The account needs to be funded in advance and should cover the cost of the rides for a period of at least one month and replenished on an ongoing basis to ensure sufficient funds are available to pay for the rides. Rides cannot be provided if funds are not available.
- **Verification of Eligible Users**
The City will send EZ Ride a list of the riders and the approved trips one (1) business day in advance using the email: R4Lcoordination@ezride.org. The information should include rider's name, cell phone number, pickup and drop off address, and time of the ride. EZ Ride will provide a spreadsheet with the requested fields of information.
- **Scheduling a Ride & Contacting Rider**
On the scheduled date and time, the rider should call EZ Ride at (201)939-4242 extension 4 to activate their pre-approved ride. EZ Ride will not contact the rider to initiate the ride. Service will be provided to riders within the City of Asbury Park and up to 5 miles outside the City border.
- **Monthly Summary of Rides**
EZ Ride will provide a monthly statement of all the rides provided that will include – rider's name, destination, and cost of the trip as well as account balance of available funds.
- **Program Expansion**
The *EZ Ryde4Life* program is available statewide and can be easily expanded to include a larger service area beyond the 5-miles outside the City boundary as suggested in the RFP and include any other residents approved by the City.
- **Contingency Plan**
In the event of a cancellation of a ride by a Lyft or Uber driver, our coordinators will reschedule the trip with another available driver and inform the rider.
- **Action Steps:**
The following actions should be completed after the vendor selection process:
 - a) Execute an Agreement.
 - b) Secure deposit to ensure the City account has enough funds to provide the rides
 - c) Confirm contact person(s) for the program from the City of Asbury Park

5. Assumptions/City Responsibilities

- **Advance Deposit:**
We request all organizations participating in our program to fund their transportation account before the rides are scheduled. The account needs to be funded in advance and should cover the cost of the rides for a period of at least one month and replenished on an ongoing basis to ensure sufficient funds are available to pay for the rides. Rides will not be provided if funds are not available.
- **Verification of eligible users:**
The City will send EZ Ride a list of the riders and the approved trips one (1) business day in advance using the email: R4Lcoordination@ezride.org. The information should include rider's name, cell phone number, pickup and drop off address, and time of the ride. EZ Ride will provide a spreadsheet with the requested fields of information.

6. Staffing

- **Ride Coordinators**
EZ Ride has a team of multilingual Ride Coordinators who collectively are proficient in Spanish, Polish, Gujarati and Hindi. This enables us to provide effective communication and support to individuals from diverse linguistic and cultural backgrounds who use the *EZ Ryde4Life* program. We value diversity and are committed to ensuring that all individuals receive the highest level of service and support.

Our staff works remotely and from the Wood-Ridge office and are available to assist riders by phone at 201-939-4242 ext. 4. EZ Ride staff is available Monday – Friday 8am – 8pm and Saturdays from 8am – 5pm.

- ***EZ Ryde4Life* Supervisor**
The Supervisor of *EZ Ryde4Life* Program plays a crucial role in overseeing the day-to-day operations and management of all coordinators. She ensures that the program runs smoothly and efficiently, and that all staff members are working effectively to provide the highest level of service to our clients. The Supervisor is responsible for managing schedules, resolving issues, and providing guidance and support to the coordinators to ensure that they can fulfill their roles and responsibilities effectively.
- **Accounting Team**
Our dedicated accounting team is responsible for setting up and monitoring both corporate and individual rider accounts. They oversee the replenishment of accounts as needed and generate detailed monthly reports that include ride and financial information.

To ensure the privacy and security of our riders, we use customized software to track all rider information. Protecting the personal information of our riders is a priority.

- **Marketing Team**
We will promote the Program by conducting presentations at the City's Senior Center, and distributing program brochures at local libraries, housing facilities and electronically via our on-line newsletter.

The program will aim to measure its impact on older adults and make necessary adjustments to improve its effectiveness. EZ Ride will collect feedback from users, track usage and ridership data, and conduct surveys to assess the program's impact.

7. Timing and Fees

- Pricing Structure:
 - Annual Membership fee of \$250
 - Cost of ride based on Lyft/Uber and additional \$2.50/trip administrative fee

For payment purposes, we follow a simple process modeled on the EZ Pass program. For a nominal annual membership fee of \$250, we will set up a corporate account for the City of Asbury Park. The account is funded in advance and a pre-determined amount is deposited in the account based on the projected number of rides. When the account balance drops below an established threshold, EZ Ride will request the City to replenish the account. EZ Ride will send out an invoice, for agreed amount, to replenish the account.

The fee per trip is not fixed. EZ Ride will track the cost of the rides charged by Lyft or Uber as well as the administrative fee of \$2.50 per ride which will be deducted from the account on an on-going basis. EZ Ride will provide monthly statements showing details of all the rides provided, including the charges for each ride, and the account balance at the end of each month.

8. Innovation

EZ Ride uses customized software for scheduling and dispatching rides. The software is integrated with Lyft platform and captures trip data such as cost, purpose, pickup/destination and cancellations. Integration with Uber will be completed soon. The software also allows us to generate monthly reports.

Soon, we will provide the ability for our partners to login and access their accounts on our system. This will allow the City of Asbury Park to access reports and trip details as needed.

9. Public Health

During the pandemic, the *EZ Ryde4Life* program was well-utilized by many of our older and other disadvantaged riders to travel to medical appointments, pharmacies, vaccinations sites, and supermarkets. Despite the pandemic, our ridership doubled from the previous year. Social distancing was not an issue as riders could travel alone with just the driver who was also masked.

The safety and flexibility of the program was appreciated by our partners. One community suspended its senior bus program and replaced it with our *EZ Ryde4Life* program. Riders also had the flexibility to schedule their trips a week ahead of time.

10. Appendices/Other

See all required documents attached in the next section.

- **Indemnification.**
The indemnification offered by EZ Ride is specifically limited as follows: EZ Ride agrees to defend, indemnify, and hold harmless the City of Asbury Park and its employees and agents against all claims for any bodily injury caused to the qualified riders referred by the City of Asbury Park to EZ Ride throughout such ride arranged by EZ Ride, its employees, agents, or representatives.

- **Insurance.**
EZ Ride shall maintain Commercial General Liability insurance coverage with minimum limits of \$1,000,000 per Occurrence and \$ 2,000,000 General Aggregate, Commercial Auto Liability coverage with minimum limit of \$1,000,000 CSL (Combined Single Limit), and Commercial Umbrella Liability coverage with minimum limits of \$ 1,000,000 per Occurrence and \$1,000,000 Aggregate.

The City of Asbury Park shall be included as ‘additional insured’ on EZ RIDE’s Commercial General Liability and Commercial Auto Liability policy, and a certificate of insurance will be provided to the City of Asbury Park.

EZ Ride carries a Cyber Liability in the amount of \$1,000,000 each incident and it’s Umbrella Liability Insurance does not cover Cyber Liability,

- **Record Keeping:**
All rider information is tracked using our customized system and kept secured. We do not distribute riders’ personal information such as home address or telephone number.
- **Rider Survey:**
EZ Ride could assist in developing a survey to determine possible expansion of the program.

About Us

At EZ Ride, we believe that a safe, affordable & reliable transportation system is vital to maintaining our quality of life and promoting the region's economic growth. Transportation is a daily concern for commuters who cannot afford to drive to work, older adults who do not drive a car, and businesses whose employees and customers may need easy access to public transportation. For 40 years, we have helped people overcome transportation barriers by partnering with companies and government agencies to implement transportation programs and services like carpools, vanpools, shuttles, biking & walking programs, and rides with Lyft and Uber.

EZ Ride is a non-profit organization. In recognition of its outstanding transportation services, EZ Ride was presented with the “Outstanding Transportation Management Association (TMA) Award” by the Association of Commuter Transportation (ACT) in 2008 at their International Conference in Atlanta. Additionally, the Community Transportation Association of America (CTAA) recognized EZ Ride as the Urban Community Transportation System of the Year in 2013. Whatever your transportation needs, EZ Ride is here to help.

History

In 1983, because of the gas crisis, EZ Ride was created as the first Transportation Management Association (TMA) in New Jersey, which resulted in companies like Hoffmann La Roche getting over 400 vanpools. Our charter members included the New Jersey Department of Transportation, New Jersey Turnpike Authority, New Jersey Sports and Exposition Authority, New Jersey Meadowlands Commission, the Port Authority of New York and New Jersey, and the Meadowlands Regional Chamber of Commerce. EZ Ride's Board of Trustees includes seven representatives from the public sector and 11 from the private sector.

In the late 1980s, the company worked with businesses relocating from New York to the Meadowlands. Most of these businesses offered entry-level positions in warehousing, light manufacturing, and the service industry. Transportation was limited, and affordable housing was and continues to be in short supply. EZ Ride's unique public-private partnership helped address several employers' transportation concerns, including the Federal Reserve Bank, Summit Bank, Matsushita Electric Corporation of America, and Paine Webber.

In the 1990s, EZ Ride focused on helping businesses with more than 100 employees to comply with New Jersey's mandatory trip reduction program, which required the number of trips at these worksites to be reduced by 20%. The company worked with about 70 companies, including 30 Verizon sites.

In the 2000s, the emphasis was on helping welfare clients access jobs by providing transportation services. As a result, EZ Ride has been working with Essex, Bergen, Monmouth, and Passaic Counties to implement Job Access & Reverse Commute programs.

In the 2010s, the focus shifted to working with the Counties in our service area to implement the federal mandates of the United We Ride program to include transportation services for seniors, clients with reduced mobility, and low-income clients.

We have recently partnered with Transportation Network Companies (TNCs) like Uber and Lyft to provide on-demand transportation services. *EZ Ryde4Life* is a state-wide program used by more than 1,000 riders, and several organizations, including Essex and Bergen counties, participate in the program.

A Public-Private Partnership

1. North Jersey Transportation Planning Authority (NJTPA): As the TMA for Bergen, Essex, Monmouth, Passaic, and Union Counties, NJTPA funds EZ Ride to support and advance broad federal and regional transportation goals.
2. NJ Transit: NJ Transit plays a crucial role in our shuttle program, which serves as an extension of public transit. We help commuters complete the first or the last leg of their journey – the first/last mile – between a transit stop and their home or destination. In addition to the funding support, NJ Transit allows our shuttles to use the bus stops at Secaucus Junction and Newark Penn Station. In partnership with NJ Transit, we also manage a vanpool and a bike locker program.
3. New Jersey Department of Transportation (NJDOT): Thanks to funding from NJDOT, EZ Ride can assist schools and communities in planning, developing, and implementing activities to improve safety and promote walking and bicycling.
4. Bergen County: EZ Ride has partnered with Bergen County to provide rides that are coordinated with Lyft and Uber.
5. Essex County: We partner with Essex County in implementing several shuttles, including the Essex Night Owl, Route 10, Fairfield-West Caldwell, and WAVE shuttles. And in partnership with transportation network companies (TNCs) like Lyft and Uber, EZ Ride also provides on-demand transportation for older adults and clients with special needs to supplement the County's para-transit services.
6. Hudson County: In partnership with the Hudson TMA, we launched the Kearny Shuttle from N. Arlington to the PATH Station in Harrison, now operated as an NJ-JARC program by EZ Ride.
7. Foundations: We have received funding from the National Center for Senior Transportation (NCST), Beverly Foundation, Kessler Foundation, Marilyn & Taub Foundation, and the Robert Wood Johnson Foundation to provide transportation programs and services for seniors and clients with reduced mobility.
8. Businesses: We partner with companies like Hartz Mountain, Merck, BNE Real Estate Group, and Russo Development to provide shuttle services, carpools, and vanpools.
9. Municipalities/Schools: We help implement bike and pedestrian programs to promote health and safety in the 170 municipalities and 1,000 schools in our service area.
10. New Jersey: Our *EZ Ryde4Life* program helps provide rides using Lyft and Uber state-wide for all residents 18 years and older.

While the context of our services has changed from the gas crisis to a mandatory trip reduction program to welfare to work, senior transportation services, and now to on-demand rides with Lyft and Uber, our mission remains unchanged:

"Implement transportation programs and services that enhance the quality of life, regional mobility, and economic opportunity for people while reducing traffic congestion and improving air quality."

Our Experience

With over 40-years of transportation experience in planning, implementing, and marketing transportation programs that include carpools, vanpools, shuttles, senior transportation, special transportation for clients with disabilities, rides with Lyft and Uber, and bike and pedestrian services, EZ Ride has established itself as a trusted transportation provider that partners with a wide array of stakeholders.

Today, EZ Ride continues to provide essential transportation services in partnership with NJ Transit, the New Jersey Department of Transportation (NJDOT), counties like Bergen, Essex, Monmouth, Passaic and Union, and private sector employers. These services include:

- Shuttle service that operates 24/7 and transports more than 400 riders every weekday including approximately 100 riders in Greater Newark area who use the service at night between 1am and 5am
- Hosting more than 400 events every year to promote safe walking and biking in the 170 municipalities and 1,000 schools in our service area.
- Rides with Lyft and Uber, providing on average about 300 rides every day.

EZ Ryde4Life Program

Helping older adults successfully “age in place” has become a critical issue as our nation’s 65-and-older population is expected to double in size from 43.1 million in 2012 to 83.7 million in 2050. In 2008, EZ Ride launched a senior transportation program that relied on a team of volunteer drivers who drove EZ Ride cars. However, the program faced a significant challenge in meeting the high demand for rides due to limited resources of vehicles and volunteer drivers.

To address this challenge, EZ Ride launched the *EZ Ryde4Life* program in 2017, in partnership with ride-hailing companies Lyft and Uber. The program aims to address both transportation and digital divide issues faced by older adults. The partnership with Lyft and Uber provides access to a larger pool of vehicles and drivers, making it easier for us to offer transportation services to many more seniors. Additionally, the program helps seniors overcome the digital divide as seniors do not need to use Lyft or Uber app. Instead, they call one of our coordinators and request a ride – no reservation required.

The program has been successful in serving clients in all 21 counties of New Jersey, including trips to major urban centers like Philadelphia and New York City. The program is sponsored by county, town, or non-profit organizations, with 95% of the rides paid for by these sponsors. The program has experienced exponential growth in ridership over the past three years, from 16,000 rides in 2021 to 32,000 in 2022, to 64,000 in 2023. Many organizations, including counties, non-profits, and businesses, have adopted *EZ Ryde4Life* as a cornerstone of their transportation strategy to serve their clients and pay for their rides. Today, the program has become an important part of the transportation infrastructure in the state.

- **Essex County**

In 2019, Essex County started participating in the *EZ Ryde4Life* program to supplement their paratransit services, especially on evenings and weekends. The program is sponsored by the County and is also available for the Township of Montclair and Livingston. Rides can be requested for a variety of purposes, including

medical appointments, grocery shopping, employment, and recreational purposes. Currently, the program provides over 5,500 rides per month in Essex County, helping to improve transportation access for those who need it most.

Michael Vieira, Director of Special Transportation Services
Essex County Division of Training & Employment
50 S. Clinton Street, E. Orange, NJ 07018
(973) 395-8418

- **Bergen County**

Bergen County Community Transportation started participating in the *EZ Ride4Life* program in 2020 to serve seniors 60 years and older. The program primarily provides transportation to medical appointments outside the county or those that cannot be accommodated on their existing transportation para-transit service. On average, the program provides more than 750 rides per month, enabling seniors to access crucial medical care.

Davit Topchishvili, Planning Analyst/Coordinator of Federal and State Aid
Bergen County Division of Senior Services
One Bergen County Plaza, Hackensack, New Jersey 07601
(201) 336-7423

- **Affordable Housing Alliance (AHA)**

AHA assists lower income individuals in Monmouth County in accessing affordable housing. The organization was one of the pioneering participants to implement the *EZ Ryde4Life* Program for their clients in 2018.

AHA's transportation program is unique in that each of their client is offered a dedicated pool of money to pay for transportation services. This approach provides clients with flexibility in how they use the transportation dollars, whether to access employment, housing, medical appointments, or simply improve their quality of life. This transportation investment has helped AHA clients transition from poverty to employment that offers a living wage, and a sustainable life style with improved access to medical and support services. On average, the program provides more than 200 rides per month for AHA clients who have leveraged this investment to improve their lives.

Peter Boynton, Director
Affordable Housing Alliance
3535 NJ-66 100, Building 4, Neptune Township, NJ 07753
(973) 395-8418

- **Ocean Community Economic Action Now, Inc. (O.C.E.A.N.)**

O.C.E.A.N. is an organization that helps lower income individuals in Ocean, Atlantic, and Cape May counties and provides services such as home energy assistance, homelessness prevention, senior isolation prevention, and affordable housing. O.C.E.A.N. started participating in the *EZ Ryde4Life* Program in 2018.

O.C.E.A.N.,’s transportation program provides each client with a small, dedicated pool of money to pay for transportation services. The client requests the rides as needed, and additional funds are provided if required. The program provides over 100 rides a month, which has had a positive impact on the lives of the clients who rely on this service to access essential services and resources.

Channell Wilkins, President & CEO
Ocean Community Economic Action Now, Inc.
40 Washington Street, Toms River, NJ 08754
(732) 244-5333

- **Visiting Nurse Association Health Group(VNA)**

VNA is New Jersey’s largest non-profit provider of home health, visiting physicians, hospice and community-based care. In 2020 VNA started using the *EZ Ryde4Life* program to provide transportation for elderly and low-income families in Asbury Park to access medical care. The program has been used to serve clients in Burlington, Essex, Hudson, Middlesex, Monmouth, and Ocean Counties. On average the program provides over 80 rides a month, enabling elderly and low-income individuals access essential medical care.

Digna Diaz, Community Outreach Manager
Visiting Nurse Association
806 5th Avenue, Asbury Park, NJ 07712
(732) 744-6333

- **Clinilabs Drug Development Corporation**

Clinilabs is a global full-service clinical research organization that conducts clinical trials to develop new treatments for those in need. In 2021, Clinilabs partnered with EZ Ride to utilize *EZ Ryde4Life* program, which provides transportation for volunteers participating in their studies to access their research facilities. EZ Ride coordinates approximately 15 rides a month for people who volunteer in Clinilabs’ program to access their centers in Eatontown, NJ, and Manhattan, NY.

Amber Farwing, Manager
Clinilabs Drug Development Corporation
4 Industrial Way West, Eatontown, NJ 07724
(407) 491-0938

- **Individual Members**

The *EZ Ryde4Life* program serves approximately 1,000 individual members who pay for the services themselves. While the service is open to all riders aged 18 and over, most of our clients are older adults with an average age of 78, with some in their late 90s or over 100 years. Members appreciate the service’s flexibility as reservations are not required. EZ Ride coordinates about 350 rides a month for individual members.

To support its lower-income members paying from their own pocket, EZ Ride offers a 50% discount for trips taken by those who have a Pharmaceutical Assistance to the Aged & Disabled (PAAD), Senior Gold Prescription Discount Program, or NJ Medicaid.

Required Documents

City of Asbury Park
REQUEST FOR PROPOSALS
RIDESHARE PROGRAM CONCESSION

DOCUMENT CHECKLIST (FORM 1)

Submission Requirement

**Initial each required
entry and submit the
item**

Completed Document Checklist (Form 1)	
Completed and Notarized Non-Collusion Affidavit (Form 2)	
Completed Stockholder Statement of Ownership (Form 3)	
Completed State of New Jersey Debarred List Affidavit (Form 4)	
Acknowledgment of Receipt of Addenda (Form 5)	
Completed Certification of Prohibited Activities in Russia and Belarus & Investment Activities in Iran (Form 6)	
Completed Certification of Ethics Complaint Disclosure (Form 7)	
Mandatory Equal Employment Opportunity Language (Form 8)	
Required Evidence Affirmative Action Regulations (Form 9)	
Americans with Disabilities Act of 1990 (Form 10)	
Certification of Compliance with City of Asbury Park Pay to Play Ordinance (Form 11)	
State of New Jersey Business Registration Certificate (Sample 1)	
W9 Form (Sample 2)	

NON-COLLUSION AFFIDAVIT (FORM 2)

STATE OF NEW JERSEY)

SS:

COUNTY OF MONMOUTH)

I, Krishna Murthy, of the City of Wood-Ridge, in the State of New Jersey, being of full age and duly sworn according to law, on my oath state as follows:

I am a principal of the firm of Meadowlands Transportation Brokerage Corp. d/b/a EZ Ride, the vendor submitting the Proposal for the operation of a rideshare program concession within the City of Asbury Park New Jersey, and I have executed the Proposal with full authority to do so. Further, the vendor has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action(s) in restraint of free, competitive bidding in connection with the above-named project. All statements contained in the Proposal and in this affidavit are true and correct and made with full knowledge that the State of New Jersey and the City of Asbury Park rely upon the truth of the statements contained in the affidavit and in said Proposal in awarding the contract for said project.

Krishna Murthy
Name of Firm or Individual
(Print Name)

President & CEO
Title

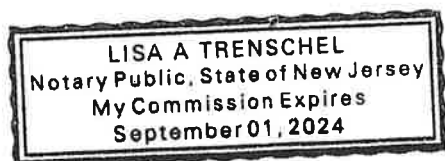
Krishna Murthy
Signature

April 27, 2023
Date

Subscribed and sworn before me on this 27th
day of April, 2023

[Signature]
Notary Public of New Jersey

My commission expires September 1, 2024.



STOCKHOLDER STATEMENT OF OWNERSHIP (FORM 3)

I certify that the list below contains the names and home addresses of all persons holding ten (10) percent or more of the issued and outstanding stock or partnership interest in the undersigned (partnership) (corporation), as well as the names and home addresses of all persons who own an interest in any entity which owns ten (10) percent or more of said partnership or corporation.

Witness and Corporate Seal

Avnish Gupta, COO & General Counsel

Meadowlands Transportation Brokerage Corp. d/b/a EZ Ride

Name of Corporation or Partnership

By: Name/Title (Print)

Krishna Murthy, President & CEO

Signature

Shareholders or Partners:

Name: _____ NONE _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

STATE OF NEW JERSEY DEBARRED LIST AFFIDAVIT (FORM 4)

STATE OF NEW JERSEY)

SS:

COUNTY OF MONMOUTH)

I, Krishna Murthy, of the Meadowlands Transportation Brokerage Corp. d/b/a EZ Ride of Wood-Ridge in the County of Bergen and the State of New Jersey, of full age, being duly sworn according to law on my oath depose and say that:

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

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

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

Meadowlands Transportation Brokerage Corp. d/b/a EZ Ride
144 Park Pl. East, Wood-Ridge, NJ 07075

Name and Address of Vendor

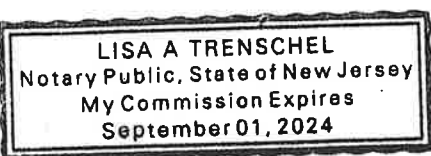
Krishna Murthy, President & CEO

Name and Title of Affiant

Subscribed and sworn before me on this 27th day of April, 2023.

[Signature]
Notary Public of New Jersey

My commission expires September 1, 2024.



ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA (FORM 5)

The undersigned vendor hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)
<u>#1</u>	<u>April 24, 2023</u>	<u></u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

If no addenda were received, initial here: _____

Acknowledged for: Meadowlands Transportation Brokerage Corp. d/b/a EZ Ride
(Name of Vendor)

By: 
(Signature of Authorized Representative)

Name: Krishna Murthy
(Print or Type)

Title: President & CEO

Date: April 27, 2023

City of Asbury Park

**CERTIFICATION OF PROHIBITED ACTIVITIES IN RUSSIA AND BELARUS &
INVESTMENT ACTIVITIES IN IRAN PURSUANT TO P.L.2022, c.3 (FORM 6)**

Part 1: Certification

COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

CONTRACT AWARDS AND RENEWALS

☒ I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

CONTRACT AMENDMENTS AND EXTENSIONS

☐ I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

IF UNABLE TO CERTIFY

☐ I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

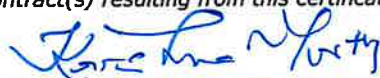
You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

I acknowledge that the City of Asbury Park is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the City of Asbury Park to notify the City of Asbury Park in writing of any changes to the answers of information contained herein.

I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the City of Asbury Park and that the at its option may declare any contract(s) resulting from this certification void and unenforceable.



Signature of Vendor's Authorized Representative

April 27, 2023

Date

Krishna Murthy, President & CEO

Print Name and Title of Vendor's Authorized Representative

Meadowlands Transportation Brokerage Corp. d/b/a EZ Ride

Vendor Name

201-939-4242

Vendor Phone Number

144 Park Pl. East

Vendor Address (Street Address)

201-939-2630

Vendor Fax Number

Wood-Ridge, NJ 07075

Vendor Address (City/State/Zip Code)

kmurthy@ezride.org

Vendor Email Address for Authorized Representative

¹ Engaged in prohibited activities in Russia or Belarus" means (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) having any business operations commencing after the effective date of this act that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting, or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit.

City of Asbury Park

**CERTIFICATION OF ETHICS COMPLAINT DISCLOSURE FORM (FORM 7)
REQUEST FOR PROPOSALS – RIDESHARE PROGRAM CONCESSION WITHING
THE CITY OF ASBURY PARK NEW JERSEY**

I hereby certify that there have been no prior or pending ethics complaints against myself and/or any member of Meadowlands Transportation Brokerage Corp. d/b/a EZ Ride (name of firm/company).

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

NONE

1. _____

2. _____

3. _____

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

Signature:  Date: April 27, 2023

Name: Krishna Murthy

Title: President & CEO

Name of Firm: Meadowlands Transportation Brokerage Corp. d/b/a EZ Ride

Address: 144 Park Pl. East, Wood-Ridge, NJ 07075

City of Asbury Park

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE (FORM 8)

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

The Contract or agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it

will discontinue the use of any recruitment Contractor which engages in direct or indirect discriminatory practices.

The Contractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

Signed: _____



Print Name: Krishna Murthy, President & CEO

Name & Address of Company:

Meadowlands Transportation Brokerage

Corp. d/b/a EZ Ride

144 Park Pl. East, Wood-Ridge, NJ 07075

Dated: April 27, 2023

City of Asbury Park
REQUIRED EVIDENCE (FORM 9)
AFFIRMATIVE ACTION REGULATIONS
PUBLIC LAW 1975, c. 127 (N.J.A.C. 17:27)

If awarded a contract, all procurement and service firms will be required to comply with the requirements of P.L. 1975, c. 127, (N.J.A.C. 17:27). Prior to the date of the award, the Contractor shall present one of the following:

1. A letter from the U. S. Department of Labor that the Contractor has an existing federally approved or sanctioned Affirmative Action Program.
OR
2. A Certificate of Employee Information Report Approval.
OR
3. If you do not have either of the above, check below:

_____ Please send our company an Affirmative Action form for our completion (A.A. 302-Affirmative Action Employee Information Report).

The following questions must be answered by all firms:

1. Do you have a federally approved or sanctioned Affirmative Action Program?
Yes _____ No X
2. Do you have a State Certificate of Employee Information Report Approval?
Yes X No _____

You shall submit a photostatic copy of such certificate.

The undersigned Contractor certifies that it is aware of the commitment to comply with the requirements of P.L. 1975, c. 127 (N.J.A.C. 17:27) and agrees to furnish the required documentation pursuant to the law. The Contractor must be rejected as non-responsible if the Contractor fails to comply with the requirements of P.L. 1975, c. 127 (N.J.A.C. 17:27) within the time frame. The Affirmative Action Affidavit for firms having less than fifty (50) employees is no longer acceptable, a New Jersey Certificate of Approval or A.A. 302 is required.



BY: Krishna Murthy, President & CEO April 27, 2023

Certification 13547

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-Jan-2022 to 15-Jan-2029**

MEADOWLANDS TRANSPORTATION BRC
144 PARK PLACE EAST
WOOD-RIDGE NJ 07075



A handwritten signature in black ink, reading "Elizabeth Maher Muoio".

ELIZABETH MAHER MUOIO
State Treasurer

City of Asbury Park
AMERICANS WITH DISABILITIES ACT OF 1990 (FORM 10)

Equal Opportunity for Individuals with Disability

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

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

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

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

WITNESS:



BY: Avnish Gupta, COO & General Counsel

DATED: April 27, 2023

VENDOR:

Meadowlands Transportation Brokerage Corp. d/b/a EZ Ride



BY: Krishna Murthy, President & CEO

City of Asbury Park

**CERTIFICATION OF COMPLIANCE (FORM 11)
WITH CITY OF ASBURY PARK PAY TO PLAY ORDINANCE**

I understand that the City of Asbury Park (the "City") Code requires that, prior to awarding any contract or agreement to procure services, with any professional service provider, the City or any of its purchasing agents or agencies, as the case may be, shall receive a sworn statement from the professional service provider made under penalty of perjury that the bidder or offeror has not made a contribution in violation of Section 2-76 of the Asbury Park City Code.

I have reviewed a full copy of Section 2-76 of the Asbury Park City Code (either online or in person).

I hereby swear and affirm, under penalty of perjury, that I, my family or my firm has not made a contribution in violation of Section 2-76 of the Asbury Park City Code.

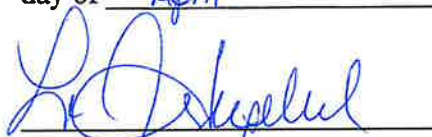
VENDOR:

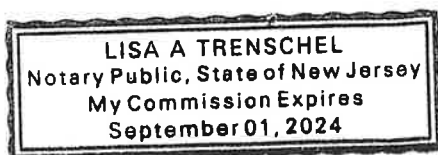
Meadowlands Transportation Brokerage Corp. d/b/a EZ Ride



Krishna Murthy, President & CEO BY:

Subscribed and sworn to before me this 29th
day of April, 2023


Notary Public



ERT-1

01/17/18

Taxpayer Identification# 222-508-337/000

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:

MEADOWLANDS TRANSPORTATION BROK. CORP.

TRADE NAME:

EZ RIDE

ADDRESS:

144 PARK PLACE EAST
WOOD RIDGE NJ 07075-1804

SEQUENCE NUMBER:

0100747

EFFECTIVE DATE:

11/01/83

ISSUANCE DATE:

01/17/18



Director
New Jersey Division of Revenue

FORM-BRC

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

104-001-02050-10V

April 28, 2023

Attachment: EZ Ride Proposal for Asbury Park Rideshare Program - May 3, 2023 (2023-311 : Awarding a contract for the Rideshare Concession)

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Meadowlands Transportation Brokerage Corporation

2 Business name/disregarded entity name, if different from above

EZ Ride

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

144 Park Place East

6 City, state, and ZIP code

Wood Ridge, NJ 07075

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

2 2 - 2 5 0 8 3 3 7

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

[Signature]

Date ► March 28, 2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

MANDATORY MINIMUM REQUIREMENTS	SUBMISSION #1	SUBMISSION #2
NAME OF FIRM	EZ Ride	GoGo Technologies
CONTACT NAME	Krishna Murthy	Chris Hutchison
ADDRESS	144 Park Place East	1600 Bryant Street #410477
CITY, STATE , ZIP	Wood-Ridge, NJ 07075	San Francisco, CA 94141
TELEPHONE NUMBER	(201) 939 - 4242	(669) 241 - 8915
EMAIL	kmurthy@ezride.org	chris@poweredbygogo.com
TITLE PAGE	Page 1	Page 1
TABLE OF CONTENTS	Page 2	Page 2
EXECUTIVE SUMMARY	Page 3	Pages 3 - 4
SCOPE	Page 4	Pages 5 - 6
OBJECTIVES	Page 4	Page 7
PROJECT WORK PLAN	Page 5	Page 8
CITY RESPONSIBILITIES	Page 6	Pages 9
STAFFING	Pages 6 - 7	Pages 9 - 10
TIMING & FEES	Page 7	Pages 10 - 11
INNOVATION	Page 7	Pages 11 - 12
PUBLIC HEALTH	Page 8	Pages 12 - 13
OTHER	Page 8	Pages 13 - 14
A. Qualifications/Experience 10	10	10
B. Technical Criteria		
1. Planning	8	6
2. Promotion/ Marketing 10	10	0
3. Equity	4	4
4. Customer Service 6	6	2
5. Database	4	4
6. Legal	4	2
C. Management Criteria		
1. System Flexibility 5	5	3
2. System Expandability 5	5	1
3. Hours of Operation 6	6	6
4. Public Health Plan 2	2	2
5. Verification Plan 8	0	0
6. Contingency Plan 8	8	0
D. Cost Criteria		
1. Pricing Structure & Payment Method 5	5	2
2. Relative Costs 3	3	1
3. Full Explanation of Costs 3	3	3
4. Financial Stability & Strength 3	3	3
E. Implementation Schedule 8	8	6
TOTAL		
Bonus: Innovation 3	1	2
	95	57

Attachment: RFP - RIDESHARE PROGRAM RANKING JB (2023-311 : Awarding a contract for the Rideshare Concession)

MANDATORY MINIMUM REQUIREMENTS	SUBMISSION #1	SUBMISSION #2
NAME OF FIRM	EZ Ride	GoGo Technologies
CONTACT NAME	Krishna Murthy	Chris Hutchison
ADDRESS	144 Park Place East	1600 Bryant Street #410477
CITY, STATE , ZIP	Wood-Ridge, NJ 07075	San Francisco, CA 94141
TELEPHONE NUMBER	(201) 939 - 4242	(669) 241 - 8915
EMAIL	kmurthy@ezride.org	chris@poweredbygogo.com
TITLE PAGE	Page 1	Page 1
TABLE OF CONTENTS	Page 2	Page 2
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CITY RESPONSIBILITIES	Page 6	Pages 9
STAFFING	Pages 6 - 7	Pages 9 - 10
TIMING & FEES	Page 7	Pages 10 - 11
INNOVATION	Page 7	Pages 11 - 12
PUBLIC HEALTH	Page 8	Pages 12 - 13
OTHER	Page 8	Pages 13 - 14
A. Qualifications/Experience 10	10	10
B. Technical Criteria		
1. Planning	8	6
2. Promotion/ Marketing 10	8	0
3. Equity	4	4
4. Customer Service 6	6	3
5. Database	4	4
6. Legal	3	3
C. Management Criteria		
1. System Flexibility 5	5	3
2. System Expandability 5	5	2
3. Hours of Operation 6	6	6
4. Public Health Plan 2	2	2
5. Verification Plan 8	0	0
6. Contingency Plan 8	8	0
D. Cost Criteria		
1. Pricing Structure & Payment Method 5	5	3
2. Relative Costs 3	3	2
3. Full Explanation of Costs 3	3	3
4. Financial Stability & Strength 3	3	3
E. Implementation Schedule 8	8	6
TOTAL		
Bonus: Innovation 3		
	91	60

Attachment: RFP - RIDESHARE PROGRAM RANKING TL (2023-311 : Awarding a contract for the Rideshare Concession)

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

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



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

DONNA M. VIEIRO, CITY MANAGER
LISA ESPOSITO, RMC, CITY CLERK

To: Donna Vieiro, City Manager (via email)
Lisa Esposito, City Clerk (via email)
Frederick Raffetto, City Attorney (via email)
James Bonanno, Director of Transportation (via email)

From: Tracy Lizardi, Director of Purchasing

Date: June 8, 2023

RE: RFP – Rideshare Program Concession

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

- On May 3, 2023 at 11:00 am two proposals were received in response to the RFP:

Meadowlands Transportation Brokerage Corporation d/b/a/ EZ Ride
144 Park Place East
Wood-Ridge, NJ 07075

AND

GoGo Technologies
1600 Bryant Street #410477
San Francisco, CA 94141

- The Director of Transportation and the Director of Purchasing have each reviewed and ranked both proposals and is recommending the contract is awarded to Meadowlands Transportation Brokerage Corporation d/b/a/ EZ Ride .
- This proposal has been deemed complete upon the submission and review of the Certificate of Insurances requested within the RFP and which shall be submitted with the contract within ten (10) business days after award of a contract by Mayor and Council.
- As per the Local Public Contracts Law, the City Clerk is hereby requested to immediately post on the City's website to comply with N.J.S.A. 40A:11-4.5(d) that requires this review

to be provided to the Governing Body and posted on the municipal website at least 48 hours prior to the possible awarding of a contract. This contract, if the Governing Body elects, is made via Resolution. A draft Resolution will be provided for at the June 14, 2023 Council Meeting for consideration.



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 14, 2023
RESOLUTION SUMMARY

2023-312

Resolution awarding a bid for an Oxygen Generating System for the Fire Department utilizing Grant (\$52,000) and Fire O&E (\$45,000) funds.

One bid was received on 5/25/23 from Air & Gas Technologies, Inc. in the amount of \$97,000.00.



RESOLUTION NO. 2023-312

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

RESOLUTION AWARDING BID FOR OXYGEN GENERATING SYSTEM FOR THE FIRE DEPARTMENT

WHEREAS, the City of Asbury Park duly advertised on Tuesday, May 2, 2023 for the receipt of bids for an Oxygen Generating System; and

WHEREAS, one (1) bid was received on Thursday, May 25, 2023 and reviewed by the Director of Purchasing; and

WHEREAS, the City reserves the right to award the contract to the lowest responsible bidder which best serves the City's operating needs and;

WHEREAS, it is the desire of the governing body to award a contract for an Oxygen Generating System for the base bid in the amount of ninety-seven thousand dollars and zero cents (\$97,000.00); and

WHEREAS, it is the desire of the governing body to award the purchase of an Oxygen Generating System to Air & Gas Technologies, Inc.; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts G-02-43-957-022-220 and 3-01-25-265-000-206 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

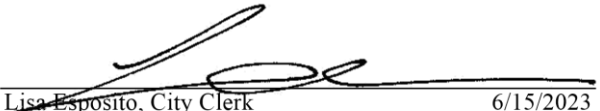
NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey that it hereby awards the purchase of an Oxygen Generating System to Air & Gas Technologies, Inc in the amount of \$97,000.00.

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

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

NO. 2023-312 which was finally adopted by the City Council at a meeting held on the 14th day of June, 2023

CERTIFIED BY ME THIS 15th DAY OF June, 2023.



Lisa Esposito, City Clerk 6/15/2023

LISA ESPOSITO
CITY CLERK



Mayor John Moor

Deputy Mayor Amy Quinn

Eileen Chapman, City Councilmember

Yvonne Clayton, City Councilmember

Angela Ahbez-Anderson, City Councilmember

Donna M. Vieiro, City Manager

**BID SPECIFICATIONS
FOR
OXYGEN GENERATING SYSTEM**

ISSUE DATE: May 2, 2023

DUE DATE: May 25, 2023 11:00 AM

**ISSUED BY:
CITY OF ASBURY PARK
COUNTY OF MONMOUTH**

Instructions to Bidders and Statutory Requirements

I. SUBMISSION OF BIDS

- A. Sealed bids shall be received by the contracting unit, hereinafter referred to as "owner," in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these specifications. (Please See Attachment II.)
- B. Sealed bids will be received by the designated representative on Thursday, May 25, 2023 at the time of 11:00 am in the Municipal Council Chambers, One Municipal Plaza, Asbury Park, NJ as stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.
- C. The bid shall be submitted in a sealed envelope: (1) addressed to the owner, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "BID" with the bid/contract title.
- D. It is the bidder's responsibility that bids are presented to the owner at the time and at the place designated. Bids may be hand delivered or mailed; however, the owner disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by express mail service, the designation in sub-section C, above, must also appear on the outside of the express mail envelope. Bids received after the designated time and date will be returned unopened.
- E. Sealed bids forwarded to the owner before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.
- F. All prices and amounts must be written in ink or preferably machine-printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the owner. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.
- G. Each bid proposal form must give the full business address, business phone, fax, e-mail if available, the contact person of the bidder, and be signed by an authorized representative as follows:
- Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
 - Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
 - Bids by sole-proprietorship shall be signed by the proprietor.
 - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- H. Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:
- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.

- N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
- N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
- Bidder should consult the statutes or legal counsel for further information.

II. INTERPRETATION AND ADDENDA

A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the owner. The bidder accepts the obligation to become familiar with these specifications.

B. Bidders are expected to examine the specifications and related bid documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract pursuant to N.J.S.A. 40A:11-13. In the event the bidder fails to notify the owner of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications and the bidder's submitted bid.

C. No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made to any bidder. Such request shall be in writing, addressed to the owner's representative stipulated in the specification. In order to be given consideration, a written request must be received at least seven (7) business days prior to the date fixed for the opening of the bid for goods and services.

All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders. All addenda so issued shall become part of the specification and bid documents, and shall be acknowledged by the bidder in the bid. The owner's interpretations or corrections thereof shall be final.

Pursuant to N.J.S.A. 40A:11-23(c)(1) when issuing addenda, the owner shall provide required notice prior to the official receipt of bids to any person who has submitted a bid or who has received a bid package. They will be sent from tracy.lizardi@cityofasburypark.com. It is recommended that bidders include this address in the recipient email's contact list to ensure it is not routed to a junk email folder.

Please see Attachment III

D. Discrepancies in Bids

1. If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the owner of the extended totals shall govern.

III. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

- A. Brand names and/or descriptions used in these specifications are to acquaint bidders with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated.
- B. Variations between the goods and services described and the goods and services offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. Vendor literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any exceptions by the bidder, it will be presumed and required that the goods and services as described in the bid specification be provided or performed.
- C. It is the responsibility of the bidder to document and/or demonstrate the equivalency of the goods and services offered. The owner reserves the right to evaluate the equivalency of the goods and services.
- D. In submitting its bid, the bidder certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the owner harmless from any damages resulting from such infringement.
- E. Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.
- F. The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

IV. INSURANCE AND INDEMNIFICATION

The insurance documents indicated by an (X) shall include but are not limited to the following coverage's.

A. INSURANCE REQUIREMENTS

- ☐ 1. Worker's Compensation Insurance
Workers Compensation insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.
- ☐ 2. General Liability Insurance
Combined Single Limit Liability – Occurrence Form
\$1,000,000.00 Each Occurrence Limit
\$2,000,000.00 Aggregate Limit
- ☐ 3. Automotive Liability Insurance - \$1,000,000.00 Combined single limit.
- ☐ 4. Other Forms of Insurance Required

B. CERTIFICATES OF THE REQUIRED INSURANCE

Certificates of Insurance for those policies required above shall be submitted with the contract. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey and shall name the owner as an additional insured.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the owner as an additional insured.

C. INDEMNIFICATION

Bidder shall indemnify and hold harmless the owner from all claims, suits or actions, and damages or costs of every name and description to which the owner may be subjected or put by reason of injury to the person or property of another, or the property of the owner, resulting from negligent acts or omissions on the part of the contractor, the contractor's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract.

V. PRICING INFORMATION FOR PREPARATION OF BIDS

A. The owner is exempt from any local, state or federal sales, use or excise tax.

B. Estimated Quantities (Open-End Contracts): The owner has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and 11.10. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.

C. Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall have included this cost.

D. Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the owner. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience.

VI. STATUTORY AND OTHER REQUIREMENTS

The following are mandatory requirements of this bid and contract.

A. MANDATORY AFFIRMATIVE ACTION CERTIFICATION

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. as administered by the Division of Purchase & Property Contract Compliance and Audit Unit (Division) and provided below. The contract will include the language included as Attachment A in this specification.

1. Goods, Professional Services and General Service Contracts

Each contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- i. A Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the approval letter must be provided by the vendor to the Public Agency and the Division. This approval letter is valid for one year from the date of issuance.
- ii. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27 et seq. The vendor must provide a copy of the Certificate to the Public Agency as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division.
- iii. The successful bidder shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a check or money order for \$150.00 made payable to "Treasurer, State of NJ" and forward a copy of the Form to the Public Agency. Upon submission and review by the Division, the Report shall constitute evidence of compliance with the regulations

Please see Attachment IV

B. NEW JERSEY ANTI-DISCRIMINATION

The contract for this bid shall require that the contractor agrees not to discriminate in employment and agrees to abide by all anti-discrimination laws including but not limited to N.J.S.A. 10:2-1 as included in Attachment V of this document.

C. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. If awarded the contract, the contractor is required to comply with requirements related to the Americans with Disabilities Act as provided in this specification as Attachment VI. The contractor is obligated to comply with the Act and to hold the owner harmless for any violations committed under the contract. Attachment VI of this document

D. STATEMENT OF OWNERSHIP

N.J.S.A. 52:25-24.2 provide that no business organization, regardless of form of ownership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the ten percent ownership, has been listed.

The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. Failure to submit a disclosure document shall result in rejection of the bid as it cannot be remedied after bids have been opened.

Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is necessary.

Please see Attachment VII

F. PROOF OF BUSINESS REGISTRATION

Pursuant to N.J.S.A. 52:32-44, The City of Asbury Park is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s). Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in

turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at www.state.nj.us/treasury/revenue/busregcert.shtml.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Emergency Purchases or Contracts

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

Please see Attachment VIII

G. PROHIBITED ACTIVITIES IN RUSSIA AND BELARUS & INVESTMENT ACTIVITIES IN IRAN

P.L. 2022, c. 3 prohibits the award, renewal, amendment, or extension of State and local public contracts for goods or services with persons or entities engaging in prohibited activities in Russia or Belarus. P.L. 2012, c.25 prohibits the award or renewal of State and local public contracts for goods and services with persons or entities engaged in certain investment activities in the energy or finance sectors of Iran. Before a goods and services contract can be entered into, vendors and contractors must certify that neither they nor any parent entity, subsidiary, or affiliate is listed on the New Jersey Department of the Treasury's list of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 ("Russia-Belarus list") or in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 list"). Please see Attachment IX

H. AMERICAN GOODS AND PRODUCTS TO BE USED WHERE POSSIBLE

Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A.40A:11-18.

If boxes of the following items are checked, they are mandatory requirements of the bid proposal and contract.

☐ I. NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the

N.J. Worker and Community Right to Know Law (N.J.S.A. 34:51 et seq., and N.J.A.C 5:89-5 et seq.). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished.

☐ J. PREVAILING WAGE ACT

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. **Additional information is available at www.state.nj.us/labor/lssc/lspubcon.html.**

☐ K. THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT

N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate *at the time the bid proposal is submitted*. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed sub-contractors at any tier have their certificate prior to starting work on the job.

Under the law a "contractor" is "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act [N.J.S.A. 34:11-56.25, et seq.] It applies to contractors based in New Jersey or in another state.

The law defines "public works projects" as contracts for "public work" as defined in the Prevailing Wage statute [N.J.S.A. 34:11-56.26(5)]. The term means:

- **"Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.**
- **"Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds..."**
- **"Maintenance work" means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While "maintenance" includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.**

To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at www.state.nj.us/labor/lse/lspubcon.html.

N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate of registration.

☒ L. NON-COLLUSION AFFIDAVIT

The Affidavit shall be properly executed and submitted with the bid proposal.

Please see Attachment X

VII. METHOD OF CONTRACT AWARD

- A. The length of the contract shall be stated in the technical specifications. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually.
- B. If the award is to be made on the basis of a base bid only, it shall be made to that responsible bidder submitting the lowest base bid.
- C. If the award is to be made on the basis of a combination of a base bid with selected options, it shall be made to that responsible bidder submitting the lowest net bid.
- D. The owner may also elect to award the contract on the basis of unit prices.
- E. The form of contract shall be submitted by the owner to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the owner.

VIII. CAUSES FOR REJECTING BIDS

Bids may be rejected for any of the following reasons:

- A. All bids pursuant to N.J.S.A. 40A:11-13.2;
- B. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;
- C. Multiple bids from an agent representing competing bidders;
- D. The bid is inappropriately unbalanced;
- E. The bidder is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,
- F. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the owner may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b)

IX. TERMINATION OF CONTRACT

- A. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the owner shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the owner of

any obligation for balances to the contractor of any sum or sums set forth in the contract. Owner will pay only for goods and services accepted prior to termination.

B. Notwithstanding the above, the contractor shall not be relieved of liability to the owner for damages sustained by the owner by virtue of any breach of the contract by the contractor and the owner may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the owner from the contractor is determined.

C. The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the owner under this provision.

D. In case of default by the contractor, the owner may procure the goods or services from other sources and hold the contractor responsible for any excess cost.

E. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the owner reserves the right to cancel the contract.

F. It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, novation, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Owner.

G. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the owner.

H. The owner may terminate the contract for convenience by providing 60-calendar days advanced notice to the contractor.

I. The contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

J. For contracts that exceed one year, each fiscal year payment obligation of the owner is conditioned upon the availability of owner funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the bidder awarded the contract (contractor) hereunder, whether in whole or in part, the owner at the end of any particular fiscal year may terminate such services. The owner will notify the contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the owner to terminate the contract during the term, or any service hereunder, merely in order to acquire identical services from another contractor.

K. Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of a contract if the fulfillment of any term or provision of the contract is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of the contract is delayed or prevented by any court order, or action or injunction or other such agreement, the contract shall become voidable by the owner by notice to the parties.

X. PAYMENT

- A. No payment will be made unless duly authorized by the owner's authorized representative and accompanied by proper documentation.
- B. Payment will be made in accordance with the owner's policy and procedures. Invoices shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed and this proposal.
- C. The owner may withhold all or partial payments on account of subsequently discovered evidence

including but not limited to the following:

1. Deliverables not complying with the project specification;
2. Claims filed or responsible evidence indicating probability of filing claims;
3. A reasonable doubt that the contract can be completed for the balance then unpaid.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

- D. Public funds may be used to pay only for goods delivered or services rendered. The owner shall not pay penalties and/or interest on overdue bills unless otherwise required by law. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the owner to pay additional fees.

XI. OTHER PROVISIONS

- A. Both parties agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as maybe amended from time to time, and the corresponding HIPAA regulations for the confidentiality and security of medical information. If awarded the bid, the contractor shall:

1. Not use or disclose protected health information other than as permitted or required by law
2. Use appropriate safeguards to protect the confidentiality of the information
3. Report any use or disclosure not permitted

The contractor, by execution of the contract, shall thereby indemnify and hold the owner harmless from any and all liabilities, claims, actions, costs and penalties which may be incurred as the result of the failure of the contractor to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) or any other statute or case law protecting the privacy of persons using its services.

- B. The owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the owner to the successful bidder (contractor) for the purpose of assisting the contractor in the performance of this contract. None of the documents and/or property shall, without the written consent of the owner, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract.

The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the owner. Any information supplied to the owner may be required to be supplied on CD/DVD or USB flash drive media compatible with Microsoft Windows, and Microsoft Office Suite 2010 or greater.

- C. Under state and federal statutes, certain government records are protected from public disclosure. The owner, the contractor and any subcontractors have a responsibility and an obligation to safeguard from public access an employee's personal information with which it has been entrusted when disclosure thereof would violate the employee's reasonable expectation of privacy. All payroll, personnel and health insurance related files are confidential. Additionally, the contractor and any subcontractors may be privy to sensitive law enforcement information or investigations during their review which must remain confidential. The owner retains the right to make any public disclosure under the law. Also, among government records deemed confidential are administrative or technical information regarding computer hardware, software and networks that, if disclosed, would jeopardize computer security. The contractor and any subcontractor(s) are prohibited from the sale or distribution of all supplied information to any third party.
- D. Proof of licensure for any activity regulated by the State of New Jersey and required to do the work required under this specification, for either the firm or the person responsible for the work, shall be provided as required by the owner.

ATTACHMENT I

Bid Document Checklist

City of Asbury Park
BID DOCUMENT CHECKLIST*

Required by owner	Submission Requirement	Initial each required entry and if required, submit the item
☒	Acknowledgment of Receipt of Addenda	JT
☒	Mandatory Affirmative Action Language	JT
☒	New Jersey Anti-Discrimination	JT
☒	Americans with Disabilities Act of 1990 Language	JT
☒	Stockholder Disclosure Certification Statement of Ownership	JT
☒	Proof of Business Registration	JT
☒	Prohibited Russia-Belarus Activities & Iran Investment Activities	JT
☒	Non-Collusion Affidavit	JT
☒	Bid Proposal Form, Including Pricing Sheets	JT
☒	Statement of Authority	JT
☒	General Contractor Vendor Information	JT
☒	General Data Information Sheet	JT
☒	Reference Sheet	JT

*This form need not be submitted. It is provided for bidder's use in assuring compliance with all required documentation.

ATTACHMENT II

Notice to Bidders

Notice to Bidders

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Qualified Purchasing Agent, for the City of Asbury Park, County of Monmouth, State of New Jersey on Thursday, May 25, 2023 at 11:00 AM prevailing time at the Municipal Council Chambers, One Municipal Plaza, Asbury Park, NJ 07712 at which time and place bids will be opened and read in public for:

Oxygen Generating System

Contract documents for the proposed work may be examined at the Finance Office at City Hall, One Municipal Plaza, Asbury Park, N.J. 07712 between the hours of 10:00 a.m. and 4:00 p.m., Monday through Friday and online at: www.cityofasburypark.com/bids

Bids must be made on the proposal forms included with the bid specification, be enclosed in a sealed package bearing the name and address of the bidder and the name of the work on the outside addressed to:

Qualified Purchasing Agent
ATTN: Tracy Lizardi
One Municipal Plaza
Asbury Park, N.J. 07712

The City reserves the right to award this contract based on the funds available. The City reserves the right to reject any or all bids and to waive any informality in any bid, in its opinion, if it is in the best interest to do so and to award the contract for any and or all items.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq.

Tracy Lizardi
Qualified Purchasing Agent

Publication Date:
Wednesday, May 2, 2023

ATTACHMENT III

Acknowledgement of Receipt of Addenda

City of Asbury Park

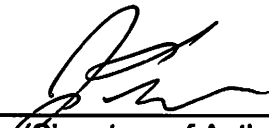
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

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

No addenda were received: ☒

Acknowledged for: Air & Gas Technologies
(Name of Bidder)

By: 
(Signature of Authorized Representative)

Name of above: Joseph Torchia
(Print or Type)

Title: General Manager

Date: 5/12/23

ATTACHMENT IV

Affirmative Action Compliance

APPENDIX A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY AFFIRMATIVE ACTION LANGUAGE
Goods, Professional Service and General Service Contracts

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 be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the public agency compliance officer setting for the provisions of this 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 or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting 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 N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, 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.

In conforming with the applicable employment goals, 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, 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 Division of Contract Compliance and EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

**AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)**

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

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

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

OR

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

OR

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

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

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

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

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

COMPANY: Air & Gas Technologies
PRINT NAME: Joseph Touchin
DATE: 5/18/23

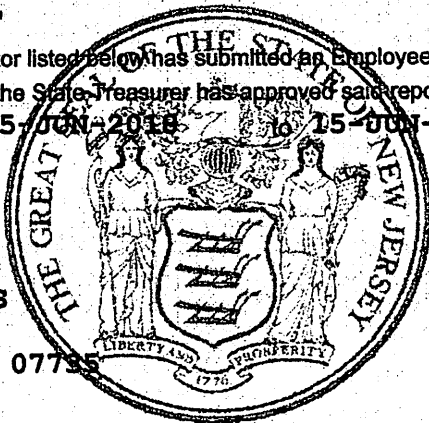
SIGNATURE: [Signature]
TITLE: General Manager

Certification 23113

CERTIFICATE OF EMPLOYEE INFORMATION REPORT**RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of ~~15-JUN-2018~~ to ~~15-JUN-2025~~

**AIR & GAS TECHNOLOGIES
42 INDUSTRIAL DRIVE
CLIFFWOOD BEACH NJ 07735**



A handwritten signature in black ink, appearing to read "Elizabeth Maher Muoio".

ELIZABETH MAHER MUOIO
State Treasurer

ATTACHMENT V

New Jersey Anti-Discrimination Provisions

**NEW JERSEY ANTI-DISCRIMINATION PROVISIONS
N.J.S.A. 10:2-1 ET SEQ.**

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

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

(Include the following only for boards of education)

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c.490 (C.18A:18A-51 et seq.).

ATTACHMENT VI

Americans with Disabilities Act of 1990

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the owner do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (*42 U.S.C. 5121 01 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

ATTACHMENT VII

Stockholders Disclosure Certification

STOCKHOLDER DISCLOSURE CERTIFICATION
 This Statement Shall Be Included with Bid Submission

Name of Business: Air & Gas Technologies



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

OR

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

Check the box that represents the type of business organization:

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

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

Stockholders:

Name: Vincent Tomasso

Name: Brian Keeler

Home Address: 2427 Longfellow Ave
Scotch Plains, NJ 07076

Home Address: 1888 Lauren Lane
Toms River, NJ 08755

Name: Gregory Doyle

Name: _____

Home Address: 274 Hillside Ave
Atlantic Highlands NJ 07706

Home Address: _____

Name: _____

Name: _____

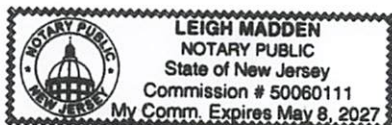
Home Address: _____

Home Address: _____

Subscribed and sworn before me this 18th day of
May, 23.

(Notary Public)

My Commission expires:

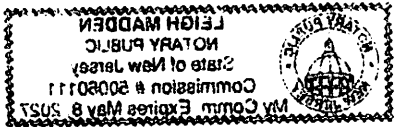
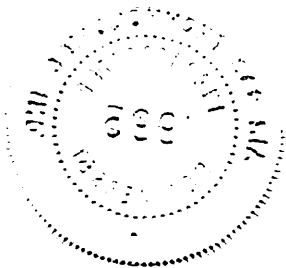


[Signature]
 (Affiant)

Joseph Torchia General Manager
 (Print name & title of affiant)

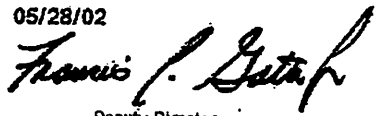
(Corporate Seal)





ATTACHMENT VIII

Proof of Business Registration

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 - TRENTON, N J 08646-0252
TAXPAYER NAME: AIR GAS TECHNOLOGIES, INC.	TRADE NAME:	
TAXPAYER IDENTIFICATION# 223-323-747/000	CONTRACTOR CERTIFICATION# 0115812	
ADDRESS 42 INDUSTRIAL DRIVE KEYPORT NJ 07735	ISSUANCE DATE: 05/28/02	
EFFECTIVE DATE: 03/03/94		
FORM-BRC(08-01)	Deputy Director	

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

ATTACHMENT IX

Prohibited Russia-Belarus Activities & Iran Investment Activities

CERTIFICATION OF PROHIBITED ACTIVITIES IN RUSSIA AND BELARUS & INVESTMENT ACTIVITIES IN IRAN PURSUANT TO P.L.2022, c.3

Part 1: Certification

COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

CONTRACT AWARDS AND RENEWALS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

CONTRACT AMENDMENTS AND EXTENSIONS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

IF UNABLE TO CERTIFY



I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

I acknowledge that the Borough of Middlesex is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Borough of Middlesex to notify the Borough of Middlesex in writing of any changes to the answers of information contained herein.

I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Borough of Middlesex and that the at its option may declare any contract(s) resulting from this certification void and unenforceable.


Signature of Vendor's Authorized Representative

5/18/23
Date

Joseph Torchia General Manager
Print Name and Title of Vendor's Authorized Representative

Air & Gas Technologies
Vendor Name

732-566-7227
Vendor Phone Number

42 Industrial Drive
Vendor Address (Street Address)

732-566-1313
Vendor Fax Number

Cliffwood Beach, NJ 07735
Vendor Address (City/State/Zip Code)

J.torchia@air-gas-tech.com
Vendor Email Address for Authorized Representative

¹ Engaged in prohibited activities in Russia or Belarus" means (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) having any business operations commencing after the effective date of this act that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting, or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit.

ATTACHMENT X

Non-Collusion Affidavit

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of Middlesex

ss:

I, Joseph Torchia residing in Galloway
(name of affiant) (name of municipality)

in the County of Atlantic and State of NJ of full age,
being duly sworn according to law on my oath depose and say that:

I am General Manager of the firm of Air & Gas Technologies
(Title or position) (Name of firm)

_____ the bidder making this Proposal for the bid
entitled Oxygen Generating system, and that I executed the said proposal with
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above-named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Asbury Park relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Air & Gas Technologies.

Subscribed and sworn to

before me this day

Joseph Torchia
Signature

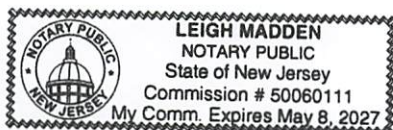
May 18, 2023

Joseph Torchia
(Type or print name of affiant under signature)

Leigh Madden
Notary public of New Jersey

My Commission expires May 8, 2027

(Seal)



Attachment XI

Technical Specifications

Specifications

Acquisition & Delivery of One (1) Oxygen Generating System

1.0 Purpose & Intent of the Contract

1.0 The unit described in this specification shall be a new model, current year and of the latest manufactured design and production. The unit shall be supplied complete, serviced and ready for work upon arrival in the City of Asbury Park, NJ. The intent of the specifications is to describe the minimum requirements and standard for an Oxygen Generating System, with a high pressure trans fill hose assembly for ambulance fill and onsite installation, startup and training.

1.1 Any additions, deletions or variations from the following specifications shall be stated by the bidder at the time of the submission of the bid proposal, otherwise the City shall assume that the specifications have been fully met and that the unit that is being delivered is in full compliance. If said system is delivered and it is found that there are deviations that have not been previously indicated the system shall be rejected and returned to the vendor at their sole expense.

1.2 Example:

1.2.1 Oxygen Generating System
High Pressure Trans fill Hose Assembly for Ambulance Fill
Onsite Installation, Startup and Training

1.3 Any example indicated above is solely listed to show the type of equipment desired by the City of Asbury Park. Bidders are cautioned to read the specifications carefully, as there may be special requirements not commonly offered by the equipment manufacturer. Bidders shall not assume that their standard equipment or models shall meet all the details outlined in the technical specifications, merely because it is listed as an example. Each bidder is further cautioned that any unit that is delivered to the City, which fails to fully meet the specifications in every aspect, unless prior written approval has been granted by the City's Purchasing Agent, shall not be accepted and shall be returned to the bidder at their own expense.

1.4 Any exceptions to the written specifications shall be noted on the lines provided titled "Exception(s)".

1.5 The specifications shall be regarded as a minimum. Bidders shall be required to furnish One (1) Set of Descriptive Literature, Complete Specifications and all other necessary data on the equipment that is being proposed to be furnished to the City.

Exception(s):

No Exceptions

2.0 Specifications for the Oxygen Generating System

2.1 Oxygen Generating System

- 2.1.1 Automatic Self-Contained Unit that delivers Oxygen at 93 – 99% USP
- 2.1.2 Oxygen Produce Shall Meet United States Pharmacopeia USP 93% Requirement
- 2.1.3 Flow Rate of 50 Cubic Feet Per Hour/1,200 Cubic Feet Per Day
- 2.1.4 2200 PSI Fill Pressure for Cylinders
- 2.1.5 Fills 5 H Cylinders Per Day or 80 D Cylinders Per Day
- 2.1.6 Two Position Oxygen Containment Fill Station for up to 31" Cylinders
- 2.1.7 PLC Controller with Constant Purity Monitoring
- 2.1.8 Touchscreen Operator Display
- 2.1.9 Auto Shutdown for Any Out of Tolerance Purity or Faults
- 2.1.10 Two "H" Oxygen Cylinders Internal to Unit for Storage
- 2.1.11 Must Include:
 - A. Oxygen Generator
 - B. High Pressure Booster
 - C. High Pressure Storage
 - D. Containment Fill Station Trans Fill Hose Assembly
 - E. Onsite Installation, Startup and Training

Exception(s): No Exceptions

2.2 Parts & Operator's Manuals

2.2.1 One (01) each, Parts Manual shall be provided

2.2.2 One (01) each, Operators Manual shall be provided

2.2.3 One (01) each, Service Manual shall be provided

Exception(s): No Exceptions

3.0 Warranty

3.0 A Warranty shall be supplied from manufacturer of each unit in the amount of one-hundred (100%) percent on all parts and labor. **A copy of the manufacturers proposed warranty shall be provided with the bid package.**

3.0.1 A minimum of one (1) year Warranty.

Exception(s): No Exceptions

4.0 Delivery

3.1 The Oxygen Generating System specified shall be delivered within a maximum of **ninety (90) days** after the receipt of a City's Purchase Order (PO).

Exception(s): No Exceptions

Bid Proposal Form**Acquisition & Delivery of One (1) Oxygen Generating System**

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

In accordance with your Notice to Bidders, the Bid Proposal, General Instructions, Conditions and Specifications, we wish to quote the following:

<u>Item Description</u>	<u>Qty.</u>	<u>Unit Price</u>	<u>Total Price</u>
Oxygen Generating System	1 each	\$ <u>97,000.00</u>	\$ <u>97,000.00</u>
Total Base Bid.....			\$ <u>97,000.00</u>

Delivery: The above proposed Oxygen Generating System shall be delivered within approximately 80-90 days after the receipt of a City Purchase Order.

Company/Firm/Individual Name: Air & Gas Technologies

Business Address: 42 Industrial Drive

Cliffwood Beach, NJ 07735

Submitted By: Joseph Torchin
(Please Print or Type)

Statement of Authority**Acquisition & Delivery of One (1) Oxygen Generating System**

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

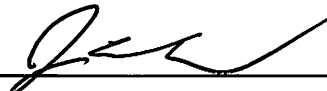
The undersigned declares that they have read the Notice, Instructions, Affidavits and Scope of Services attached, and that they have determined the conditions affecting the proposal and agrees, if this proposal is accepted, to provide the materials and services described herein for the following: **Acquisition & Delivery of One (1) Oxygen Generating System**

Company/Firm/Individual Name: Air & Gas Technologies

Business Address: 42 Industrial Drive

Cliffwood Beach NJ 07735

Submitted By: Joseph Torchia
(Please Print or Type)

Signature: 

Title: General Manager

Telephone #: 732-566-7227 Fax #: 732-566-7227 or 732-566-1313

E-Mail Address: JTorchia@airgastech.com

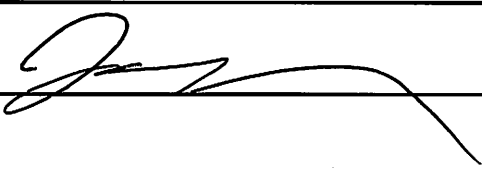
Taxpayer Identification (TIN) #: 22-3323747

Dated: 5/18/2023

Attachment: AIR & GAS TECHNOLOGIES PROPOSAL (2023-312 : Awarding Bid for Oxygen Generating System from the Fire Department)

General Contract Vendor InformationCompany/Firm/Individual Name: Air & Gas TechnologiesBusiness Address: 42 Industrial Drive
Cliffwood Beach NJ 07735Contact Person: Joseph TorchiaTelephone#: 732-566-7227Fax #: 732-566-1313E-Mail Address: JTorchia@airgastech.comWebsite Address: www.airgastech.comFederal ID: 22-3323747

Make/Model of the Oxygen Generating System that your Company represents:

Air & Gas Technologies Oxy-Gen 1,200Signature:  Dated: 5/18/2023



42 Industrial Drive
 Cliffwood Beach, NJ 07735
 Phone: 732.566.7227
 Fax: 732.566.1313
 www.airgastech.com

May 18, 2023

Asbury Park

References:

Please see the following references that are currently using Bauer systems and our service.

Union County Fire Academy	Compressor And Service	Director Steven Ruhl 908-966-3065
Bergen County Law and Public Safety Institute	Compressor And Service	Chief Rob Peacock 201-785-6010
Margate Fire Department	Fill Stations And Service	Lt. Eric Grace 609-432-8231

Additional references available upon request

Respectfully,

Joe Torchia
 General Manager
 Air & Gas Technologies



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 14, 2023
RESOLUTION SUMMARY

2023-313

Awarding a bid for Kennedy Park Improvements to Anar Construction in the amount of \$182,249.50 utilizing Capital Funds.



RESOLUTION NO. 2023-313

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

RESOLUTION AWARDING A BID FOR KENNEDY PARK IMPROVEMENTS

WHEREAS, the City of Asbury Park duly advertised on Monday, May 15, 2023 for the receipt of bids for Kennedy Park Improvements; and

WHEREAS, ten (10) bids were received on Thursday, June 1, 2023 and reviewed by the City Engineer, City Attorney and Director of Purchasing; and

WHEREAS, the City reserves the right to award the contract to the lowest responsible bidder which best serves the City's operating needs and;

WHEREAS, it is the desire of the governing body to award a contract for Kennedy Park Improvements to Anar Construction, LLC. for the base bid in the amount of one hundred eighty-two thousand two hundred forty-nine and fifty cents (\$182,249.50); and

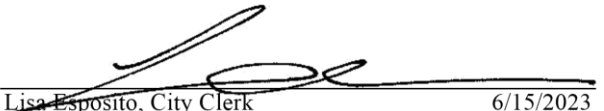
WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts C-04-55-998-184-002. The maximum dollar value of the pending contract is as set forth in the resolution.

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 that it hereby awards a contract to Anar Construction, LLC. for Kennedy Park Improvements.

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

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-313 which was finally adopted by the City Council at a meeting held on the 14th day of June, 2023

CERTIFIED BY ME THIS 15th DAY OF June, 2023.



Lisa Esposito, City Clerk 6/15/2023

LISA ESPOSITO
CITY CLERK

BID SUMMARY KENNEDY PARK IMPROVEMENTS CITY OF ASBURY PARK ASPK-G2301 JUNE 1, 2023				Engineer's Estimate		Anar Construction, LLC 31 Pettit Avenue South River, NJ 08882		Precise Construction 1016 Highway 33 Freehold, NJ 07728		Mixalia Enterprises, LLC 700 Ocean Avenue #14 Long Branch, NJ 07740	
NO.	ITEM DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL COST	BID PRICE	TOTAL COST	BID PRICE	TOTAL COST	BID PRICE	TOTAL COST
	Base Bid										
1	Site Clearing	LS	1	\$10,000.00	\$10,000.00	\$3,500.00	\$3,500.00	\$44,000.00	\$44,000.00	\$14,775.00	\$14,775.00
2	Maintenance and Protection of Traffic	LS	1	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00
3	Soil Erosion and Sediment Control	LS	1	\$3,000.00	\$3,000.00	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00	\$7,000.00	\$7,000.00
4	Selective Demolition and Removal	LS	1	\$10,000.00	\$10,000.00	\$3,000.00	\$3,000.00	\$6,800.00	\$6,800.00	\$8,000.00	\$8,000.00
5	Import Clean Fill (If & Where Directed)	CY	1450	\$30.00	\$43,500.00	\$0.01	\$14.50	\$10.00	\$14,500.00	\$36.00	\$52,200.00
6	Borrow Topsoiling, 4" Thick	SY	2500	\$4.00	\$10,000.00	\$5.00	\$12,500.00	\$10.00	\$25,000.00	\$7.00	\$17,500.00
7	Site Grading	SY	2900	\$5.00	\$14,500.00	\$6.50	\$18,850.00	\$5.00	\$14,500.00	\$3.25	\$9,425.00
8	Concrete Sidewalk, Colored, 4" Thick	SY	390	\$150.00	\$58,500.00	\$200.00	\$78,000.00	\$90.00	\$35,100.00	\$90.00	\$35,100.00
9	Concrete Pad, 4" Thick	SY	32	\$75.00	\$2,400.00	\$180.00	\$5,760.00	\$135.00	\$4,320.00	\$100.00	\$3,200.00
10	Site Landscaping	LS	1	\$8,500.00	\$8,500.00	\$9,500.00	\$9,500.00	\$7,400.00	\$7,400.00	\$14,000.00	\$14,000.00
11	Reset Monument with Concrete Foundation	LS	1	\$3,500.00	\$3,500.00	\$1,500.00	\$1,500.00	\$4,800.00	\$4,800.00	\$4,800.00	\$4,800.00
12	Fertilizing and Seeding, Type 'G'	SY	2500	\$3.00	\$7,500.00	\$4.00	\$10,000.00	\$2.00	\$5,000.00	\$4.00	\$10,000.00
13	Straw Mulch	SY	2500	\$2.00	\$5,000.00	\$0.50	\$1,250.00	\$1.00	\$2,500.00	\$2.00	\$5,000.00
	Alternate A										
A1	Sod	SY	2500	\$18.00	\$45,000.00	\$10.35	\$25,875.00	\$11.25	\$28,125.00	\$7.00	\$17,500.00
	Alternate B										
B1	Irrigation System	LS	1	\$10,000.00	\$10,000.00	\$9,000.00	\$9,000.00	\$21,950.00	\$21,950.00	\$20,000.00	\$20,000.00
TOTAL AMOUNT BID					\$233,400.00		\$182,249.50		\$219,495.00		\$223,500.00

** Corrected Amounts Highlighted Yellow

Attachment: ASPK-G2301 - Kennedy Park - Bid Summary (2023-313 : Awarding a Bid for Kennedy Park

BID SUMMARY KENNEDY PARK IMPROVEMENTS CITY OF ASBURY PARK ASPK-G2301 JUNE 1, 2023				AJR Masonry, LLC 719 Old Shore Road Forked River, NJ 08731		Lucas Brothers, Inc. 80 Amboy Road Morganville, NJ 07751		Thor Construction Group 39 Girard Avenue West Long Branch, NJ 07764		Landtek Construction LLC DBA/United Terrain Group 386 State Route 79 Morganville, NJ 07751	
NO.	ITEM DESCRIPTION	UNIT	TOTAL QUANTITY	BID PRICE	TOTAL COST	BID PRICE	TOTAL COST	BID PRICE	TOTAL COST	BID PRICE	TOTAL COST
	Base Bid										
1	Site Clearing	LS	1	\$15,000.00	\$15,000.00	\$20,229.00	\$20,229.00	\$20,000.00	\$20,000.00	\$105,600.00	\$105,600.00
2	Maintenance and Protection of Traffic	LS	1	\$2,500.00	\$2,500.00	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00	\$120.00	\$120.00
3	Soil Erosion and Sediment Control	LS	1	\$2,500.00	\$2,500.00	\$14,500.00	\$14,500.00	\$5,000.00	\$5,000.00	\$2,400.00	\$2,400.00
4	Selective Demolition and Removal	LS	1	\$6,600.00	\$6,600.00	\$10,000.00	\$10,000.00	\$17,000.00	\$17,000.00	\$12,000.00	\$12,000.00
5	Import Clean Fill (If & Where Directed)	CY	1450	\$40.00	\$58,000.00	\$30.00	\$43,500.00	\$60.00	\$87,000.00	\$1.20	\$1,740.00
6	Borrow Topsoiling, 4" Thick	SY	2500	\$5.00	\$12,500.00	\$12.00	\$30,000.00	\$5.00	\$12,500.00	\$12.00	\$30,000.00
7	Site Grading	SY	2900	\$2.50	\$7,250.00	\$9.00	\$26,100.00	\$8.00	\$23,200.00	\$7.20	\$20,880.00
8	Concrete Sidewalk, Colored, 4" Thick	SY	390	\$165.00	\$64,350.00	\$240.00	\$93,600.00	\$150.00	\$58,500.00	\$192.00	\$74,880.00
9	Concrete Pad, 4" Thick	SY	32	\$85.00	\$2,720.00	\$95.00	\$3,040.00	\$130.00	\$4,160.00	\$120.00	\$3,840.00
10	Site Landscaping	LS	1	\$7,500.00	\$7,500.00	\$8,500.00	\$8,500.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00
11	Reset Monument with Concrete Foundation	LS	1	\$7,750.00	\$7,750.00	\$6,300.00	\$6,300.00	\$8,000.00	\$8,000.00	\$9,600.00	\$9,600.00
12	Fertilizing and Seeding, Type 'G'	SY	2500	\$2.00	\$5,000.00	\$2.75	\$6,875.00	\$4.00	\$10,000.00	\$2.40	\$6,000.00
13	Straw Mulch	SY	2500	\$2.00	\$5,000.00	\$1.25	\$3,125.00	\$2.00	\$5,000.00	\$2.40	\$6,000.00
	Alternate A										
A1	Sod	SY	2500	\$10.00	\$25,000.00	\$13.00	\$32,500.00	\$15.00	\$37,500.00	\$19.55	\$48,875.00
	Alternate B										
B1	Irrigation System	LS	1	\$15,000.00	\$15,000.00	\$23,000.00	\$23,000.00	\$46,000.00	\$46,000.00	\$34,500.00	\$34,500.00
TOTAL AMOUNT BID					\$236,670.00		\$324,769.00		\$350,860.00		\$368,435.00

** Corrected Amounts Highlighted Yellow

Attachment: ASPK-G2301 - Kennedy Park - Bid Summary (2023-313 : Awarding a Bid for Kennedy Park

BID SUMMARY KENNEDY PARK IMPROVEMENTS CITY OF ASBURY PARK ASPK-G2301 JUNE 1, 2023				Lancha Construction Corp. 3090 Englishtown Road Jamesburg, NJ 08831		Seacoast Construction, Inc. 15 Addington Court East Brunswick, NJ 08816		Black Rock Enterprises 1316 Englishtown Road Old Bridge, NJ 08857	
NO.	ITEM DESCRIPTION	UNIT	TOTAL QUANTITY	BID PRICE	TOTAL COST	BID PRICE	TOTAL COST	BID PRICE	TOTAL COST
	Base Bid								
1	Site Clearing	LS	1	\$85,000.00	\$85,000.00	\$78,000.00	\$78,000.00	\$32,000.00	\$32,000.00
2	Maintenance and Protection of Traffic	LS	1	\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00
3	Soil Erosion and Sediment Control	LS	1	\$1.00	\$1.00	\$1,500.00	\$1,500.00	\$15,000.00	\$15,000.00
4	Selective Demolition and Removal	LS	1	\$6,000.00	\$6,000.00	\$37,500.00	\$37,500.00	\$15,000.00	\$15,000.00
5	Import Clean Fill (If & Where Directed)	CY	1450	\$25.00	\$36,250.00	\$0.01	\$14.50	\$55.00	\$79,750.00
6	Borrow Topsoiling, 4" Thick	SY	2500	\$5.00	\$12,500.00	\$12.00	\$30,000.00	\$15.00	\$37,500.00
7	Site Grading	SY	2900	\$38.00	\$110,200.00	\$12.00	\$34,800.00	\$5.00	\$14,500.00
8	Concrete Sidewalk, Colored, 4" Thick	SY	390	\$130.00	\$50,700.00	\$110.00	\$42,900.00	\$198.00	\$77,220.00
9	Concrete Pad, 4" Thick	SY	32	\$130.00	\$4,160.00	\$110.00	\$3,520.00	\$115.00	\$3,680.00
10	Site Landscaping	LS	1	\$10,000.00	\$10,000.00	\$32,500.00	\$32,500.00	\$70,000.00	\$70,000.00
11	Reset Monument with Concrete Foundation	LS	1	\$5,000.00	\$5,000.00	\$17,500.00	\$17,500.00	\$15,000.00	\$15,000.00
12	Fertilizing and Seeding, Type 'G'	SY	2500	\$1.00	\$2,500.00	\$6.00	\$15,000.00	\$2.50	\$6,250.00
13	Straw Mulch	SY	2500	\$1.00	\$2,500.00	\$2.00	\$5,000.00	\$1.50	\$3,750.00
	Alternate A								
A1	Sod	SY	2500	\$15.00	\$37,500.00	\$20.00	\$50,000.00	\$18.00	\$45,000.00
	Alternate B								
B1	Irrigation System	LS	1	\$25,000.00	\$25,000.00	\$42,500.00	\$42,500.00	\$90,000.00	\$90,000.00
TOTAL AMOUNT BID					\$392,311.00		\$405,734.50		\$514,650.00

** Corrected Amounts Highlighted Yellow



YOUR GOALS. OUR MISSION.

3.D.18.b

ASPK-G2301

June 5, 2023
(Via email)

Ms. Donna M. Vieiro, City Manager
City of Asbury Park
One Municipal Plaza
Asbury Park, New Jersey 07712

**Re: City of Asbury Park
Kennedy Park Improvements
Recommendation to Award Bid**

Dear Ms. Vieiro:

On Thursday, June 1, 2023, ten (10) bids were received for the above referenced project. This project generally consists of site grading, new sidewalks, and landscaping improvements at Kennedy Park.

A bid summary is provided below, and complete bid tabulation is attached for your reference.

	Base Bid	Alt. A	Alt. B	Total
Anar Construction, LLC	\$147,374.50	\$25,875.00	\$9,000.00	\$182,249.50
Precise Construction	\$169,420.00	\$28,125.00	\$21,950.00	\$219,495.00
Mixalia Enterprises, LLC	\$186,000.00	\$17,500.00	\$20,000.00	\$223,500.00
AJR Masonry, LLC	\$196,670.00	\$25,000.00	\$15,000.00	\$236,670.00
Lucas Brothers, Inc.	\$269,269.00	\$32,500.00	\$23,000.00	\$324,769.00
Thor Construction Group	\$267,360.00	\$37,500.00	\$46,000.00	** \$350,860.00
Landtek Construction, LLC dba/United Terrain Group	\$285,060.00	\$48,875.00	\$34,500.00	\$368,435.00
Lancha Construction Corp.	\$329,811.00	\$37,500.00	\$25,000.00	\$392,311.00
Seacoast Construction, Inc.	\$313,234.50	\$50,000.00	\$42,500.00	\$405,734.50
Black Rock Enterprises	\$379,650.00	\$45,000.00	\$90,000.00	\$514,650.00
<i>Engineer's Estimate</i>	<i>\$178,400.00</i>	<i>\$45,000.00</i>	<i>\$10,000.00</i>	<i>\$233,400.00</i>

** Corrected Bid Amount

The apparent low bidder is Anar Construction, LLC, 31 Pettit Avenue, South River, NJ 08882. T&M is familiar with Anar Construction, LLC and find their work to be satisfactory. We have also contacted the apparent low bidder to confirm he is prepared to proceed.

Based upon the above, T&M recommends that the City award the contract to the low bidder, Anar Construction, LLC, for the project base bid plus alternates A and B for a total project amount of **\$182,249.50**.



Le: Donna M. Vieiro, City Manager
Re: Kennedy Park Improvements
Recommendation to Award Bid

Award of the contract should be made contingent upon certification of the availability of funds by the CFO and review of the bid package by the City Attorney.ze

If you have any questions or require additional information, kindly advise.

Very truly yours,

T&M ASSOCIATES

JASON D. HARZOLD
CLIENT MANAGER / PRINCIPAL PROJ. MGR.

On Behalf of:
FRANCIS W. MULLAN, P.E., C.M.E.,
ASBURY PARK CITY ENGINEER

FWM:JDH:ps

Enclosures

cc: Via Email to:
Robert Bianchini, Director of Public Facilities and Capital Projects
Tracy Lizardi, City Purchasing Agent
Lisa Esposito, City Clerk
James Bonanno, Transportation Manager
Frederick C. Raffetto, City Attorney
JoAnn Boos, CFO
James Foster, Treasurer



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 14, 2023
RESOLUTION SUMMARY

2023-314

Memorandum Of Understanding With Coastal Habitat For Humanity For The Purpose Of Utilizing The Vacant Lot Located At 1407 Mattison Avenue As A Community Garden



RESOLUTION NO. 2023-314

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

RESOLUTION AUTHORIZING THE CITY OF ASBURY PARK TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH COASTAL HABITAT FOR HUMANITY FOR THE PURPOSE OF UTILIZING THE VACANT LOT LOCATED AT 1407 MATTISON AVENUE AS A COMMUNITY GARDEN

WHEREAS, Coastal Habitat for Humanity is a not for profit 501c3 organization and affiliate of Habitat for Humanity International, in good standing, with its primary offices located in the City of Asbury Park (the “City”); and

WHEREAS, Coastal Habitat for Humanity owns a vacant lot located at 1407 Mattison Avenue in the City (the “lot”), which lot is more commonly known and designated as Block 1003, Lot 38 on the City’s official Tax Map, which was donated to Coastal Habitat for Humanity for the purpose of building a single family home at an appropriate time in the future; and

WHEREAS, Coastal Habitat for Humanity and the City share a common goal of utilizing current vacant parcels within the City for the good of the community, whenever possible; and

WHEREAS, Coastal Habitat for Humanity and the City desire to utilize the lot for the purpose of creating a community garden; and

WHEREAS, it is the intention of the parties that the lot shall be utilized as a community garden in accordance with the terms and conditions set forth in the attached Memorandum of Understanding; and

WHEREAS, Coastal Habitat for Humanity and the City have determined that the use of the lot as a community garden, as indicated, will be of mutual benefit to both parties and to the public at large.

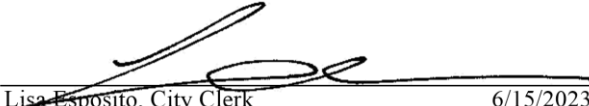
NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth and State of new Jersey, as follows:

1. That the City Manager is hereby authorized to execute, and the City Clerk to attest, the attached Memorandum of Understanding.

2. 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.
3. That a certified copy of this Resolution shall be provided to each of the following:
 - a. Heather E. Schulze, Executive Director, Coastal Habitat for Humanity;
 - b. Donna M. Vieiro, City Manager;
 - c. Michele Alonso, Director of Planning and Redevelopment;
 - d. Michael Delre, Tax Assessor;
 - e. Eris Nemeth, Esq. (NJHIF);
 - f. Ezio Altamura, GJEM-Otterstedt Insurance Agency, Inc.;and
 - d. Frederick C. Raffetto, Esq., Municipal Attorney.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-314 which was finally adopted by the City Council at a meeting held on the 14th day of June, 2023

CERTIFIED BY ME THIS 15th DAY OF June, 2023.


Lisa Esposito, City Clerk 6/15/2023

LISA ESPOSITO
CITY CLERK

Memorandum of Understanding

between

Coastal Habitat for Humanity and City of Asbury Park

Whereas Coastal Habitat for Humanity is a not for profit 501c3 organization and affiliate of Habitat for Humanity International in good standing with its primary offices located in Asbury Park;

Whereas Coastal Habitat for Humanity serves the mission of creating a world where everyone has safe affordable housing through single family home builds, repair and renovation projects, yard and block cleanups and various collaborative projects aimed at building and supporting local communities; and

Whereas Coastal Habitat for Humanity owns a vacant lot located at 1407 Mattison Avenue, Asbury Park, the lot having been donated to Coastal Habitat for Humanity for the purpose of building a single family home at an appropriate time in the future;

Whereas Coastal Habitat for Humanity and the City of Asbury Park share a common goal of utilizing current vacant lots within the municipality for the good of the community whenever possible; and

Whereas Coastal Habitat for Humanity and the City of Asbury Park desire to utilize the lot located at 1407 Mattison Avenue, Asbury Park for a community garden;

Now therefore Coastal Habitat for Humanity and the City of Asbury Park hereby agree as follows:

1. Coastal Habitat for Humanity agrees to allow the City of Asbury Park and/or its designated partners to operate a community garden on the lot located at 1407 Mattison Avenue (the lot).
2. The term of this Memorandum of Understanding shall be no less than 1 year with an option to continue activities for subsequent years upon agreement.
3. Because the lot was donated for the purpose of constructing a single family home, the City of Asbury Park acknowledges and agrees that, at such time as Coastal Habitat for Humanity begins preparations to build on the lot and with no less than 3 months notice to the City of Asbury Park, the City of Asbury Park will take all necessary actions required to cease operations, remove equipment or installations of any kind, and turn the lot back over to Coastal Habitat for Humanity. Coastal Habitat for Humanity agrees to give as much notice as possible when planning to commence construction, but in no event less than 3 months.

4. The City of Asbury Park agrees and acknowledges that it has or will obtain insurance covering operations on the lot. In no event shall Coastal Habitat for Humanity be held responsible for any damages resulting from activities on the lot, injury to any customers, agents, contractors or employees of the City of Asbury Park or participants in the activities on the lot, and the City of Asbury Park agrees to indemnify and hold harmless Coastal Habitat for Humanity and its directors, officers, employees and agents against any and all liability, damages, judgments, and attorneys fees in any such claims.
5. The City of Asbury Park agrees that the use of the lot is limited to a community garden. Any alternate use of the premises may constitute grounds for termination of this Memorandum of Understanding.
6. This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the state of New Jersey.

Entered into this _____ day of June 2023.

 Donna M. Vieiro
 City Manager
 City of Asbury Park

 Date

 Heather E. Schulze
 Executive Director
 Coastal Habitat for Humanity

 Date



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 14, 2023
RESOLUTION SUMMARY

2023-315

Hold Harmless And Indemnification Agreement With The Township Of Ocean Board Of Fire Commissioners, Fire District 2, Relating To The Temporary Use Of An Ambulance Owned By The City Of Asbury Park



RESOLUTION NO. 2023-315

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

RESOLUTION APPROVING AND/OR RATIFYING THE EXECUTION OF A HOLD HARMLESS AND INDEMNIFICATION AGREEMENT WITH THE TOWNSHIP OF OCEAN BOARD OF FIRE COMMISSIONERS, FIRE DISTRICT 2, RELATING TO THE TEMPORARY USE OF AN AMBULANCE OWNED BY THE CITY OF ASBURY PARK

WHEREAS, the Township of Ocean Board of Fire Commissioners, Fire District 2 (hereinafter the “Board”) is in need of an ambulance for a temporary period of time; and

WHEREAS, the City of Asbury Park (the “City”) is the owner of an ambulance (the “vehicle”) that is not otherwise needed for the public purposes of the City at the current time; and

WHEREAS, the specific information regarding the vehicle is set forth in the attached Hold Harmless and Indemnification Agreement (the “Agreement”); and

WHEREAS, the City believes that loaning the vehicle to the Board is in the best interests of the health, safety and welfare of the public, and will further intermunicipal cooperative relations; and

WHEREAS, the terms and conditions associated with the Board’s use of the vehicle are set forth in the attached Agreement.

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

1. That the Mayor and Council hereby approve and/or ratify the City Manager’s execution, and the City Clerk’s attestation, of the attached Agreement, or one which is substantially similar thereto and in a form satisfactory to the City Attorney.
2. 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.

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

- a. Township of Ocean Board of Fire Commissioners, Fire District 2;
- b. Donna M. Vieiro, City Manager;
- c. Kevin Keddy, Fire Chief;
- d. Frederick C. Raffetto, Esq., Municipal Attorney;
- e. Eric Nemeth, Esq., NJIIF; and
- f. Ezio Altamura, Risk Manager.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-315 which was finally adopted by the City Council at a meeting held on the 14th day of June, 2023

CERTIFIED BY ME THIS 15th DAY OF June, 2023.



Lisa Esposito, City Clerk 6/15/2023

LISA ESPOSITO
CITY CLERK

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

THIS HOLD HARMLESS AND INDEMNIFICATION AGREEMENT is hereby entered into on this ____ day of _____, 2023, by and between:

THE CITY OF ASBURY PARK, with offices located at One Municipal Plaza, Asbury Park, New Jersey 07712 (hereinafter referred to as the “City”),

-and-

THE TOWNSHIP OF OCEAN BOARD OF FIRE COMMISSIONERS, FIRE DISTRICT 2, with an address of 2001 Sunset Avenue, Ocean Township, New Jersey 07712 (hereinafter referred to as the “Board”).

[The City and the Board shall hereinafter be collectively referred to as the “Parties,” and each organization shall hereinafter be individually referred to as a “Party.”]

WITNESSETH:

WHEREAS, the Board is in need of an ambulance for a temporary period of time; and

WHEREAS, the City is the owner of an ambulance (the “vehicle”) that is not otherwise needed for the public purposes of the City at the current time; and

WHEREAS, the specific information regarding the vehicle is as follows:

- Ambulance 8357
- VIN: 1FDXF47P66EB19850
- Ford F-450 Crusader Ambulance
- Year of Manufacture: 2006; and

WHEREAS, the City believes that loaning the vehicle to the Board is in the best interests of the health, safety and welfare of the public, and will further intermunicipal cooperative relations; and

WHEREAS, the City is therefore willing to loan the vehicle to the Board under the terms and conditions set forth in the within Agreement (the “Agreement”).

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. The City hereby agrees to allow the Board to utilize the vehicle for a period of thirty (30) days from the date referenced above (the “term”). The term may be extended upon all of the same terms and conditions upon the mutual agreement of the Parties.
2. The vehicle is being provided in “as is” condition, and the Board acknowledges and understands that there are no representations or warranties, either implied or expressed, made by the City regarding the condition of the vehicle.
3. The Board shall indemnify and hold the City, along with all officers, officials (appointed or elected), Board members, Directors, employees, volunteers or other agents, including the City’s insurers (collectively referred to herein as the “Indemnities”) harmless from and against any and all claims or liabilities whatsoever, including attorney’s fees and defense costs, arising out of or in any way related to the use of the vehicle by the Board or any of its employees, volunteers or other agents pursuant to this Agreement (the “Indemnification”). The Indemnification shall include all losses and injuries of any kind, including but not limited to those losses not covered by insurance and any insurance deductibles and any self-insured retentions. It is the intention of the Parties that any claim for relief of any type being asserted against any or all of the Indemnities, based upon any act of negligence of the Board or any of its employees, volunteers or other agents, along with its affiliates and successors, shall be the responsibility of the Board, and the Board shall hold the City and all of the Indemnities harmless from and against the

same. The Board shall defend the City, at the City's request, against any claim with counsel of the City's choosing that is reasonably satisfactory to the Board. The legal liability of the Board to the City and any person for any of the matters that are the subject of the insurance policies required by this Agreement shall not be limited by such insurance policies or by the recovery of any amounts thereunder.

4. The Board acknowledges liability and property insurance coverage for the above-mentioned activity is in full force and effect and will be so during all times relative to use of the vehicle and shall provide a currently dated Certificate(s) of Insurance confirming that all coverages as required per this Agreement are applicable to the vehicle, to be approved by the City.
5. The Board shall maintain at its expense during the term of this Agreement, as may be extended, the following insurance and abide by the following requirements:
 - (a) Workers Compensation Insurance - The policy shall cover all of the Board's employees or those otherwise engaged by the Board. In the event the Board subcontracts with a third party, the Board shall require the subcontractor to provide Worker's Compensation Insurance for all of its employees unless such employees are covered by the Board. The Board shall carry Worker's Compensation Insurance in accordance with the Statutes of the State of New Jersey. Under Coverage A, Worker's Compensation, such coverage will be Statutory. Under Coverage B, Employer's Liability, coverage will be no less than \$1,000,000.00 each accident, \$1,000,000.00 each employee, \$1,000,000.00 policy limit.

- (b) Commercial General Liability Insurance - the Board shall carry Commercial Liability Insurance equal in form to that offered under the latest version of ISO CG0001 or its equivalent as filed with and approved by the New Jersey Department of Banking and Insurance. Policy limit shall not be less than \$1,000,000 Each Occurrence, \$100,000 Fire Legal Liability, \$1,000,000 Personal and Advertising Injury Liability, \$2,000,000 General Aggregate, \$2,000,000 Completed Operations/Products Liability Aggregate. Contractual liability **must** be included on all Certificates of Insurance. The City of Asbury Park shall be named as an Additional Insured under the Board's Policy. This coverage shall be primary, including defense costs of the City. A Waiver of Subrogation will apply to all policies in favor of the City. The policy must include coverage for sexual abuse and/or molestation, including sexual assault, sexual exploitation, sexual misconduct, sexual injury and illicit conduct of a sexual nature, whether or not involving physical contact, regardless of whether or not caused by, or at the direction of, or negligence of, the Board, any insured, any person or any cause whatsoever, including third party coverage for customers, clients or other business invitees of the Board.
- (c) Commercial Auto Liability Insurance:
- i. Bodily Injury Insurance covering operation of all motor vehicles owned by the Board, or used by the Board in connection with its work, in the amount of \$1,000,000.00.

- ii. Property Damage Insurance covering the operation of all motor vehicles owned by the Board, or used by the Board pursuant to this Agreement, in the amount of \$1,000,000.00.
 - iii. The Board shall be responsible for Physical Damage coverage to all owned and operated vehicles with deductibles no higher than \$2,500 for the perils of Comprehensive and Collision.
 - iv. The City of Asbury Park shall be named as an Additional Insured on the Board's policy.
- (d) Umbrella Liability- \$5,000,000.00 per occurrence. Coverage to apply in excess of Commercial General Liability, Automobile Liability, and Employers Liability. The City of Asbury Park shall be named as an Additional Insured. No such Umbrella Insurance policy shall be more restrictive than the coverage provided for under the above-described primary policies.
- (e) Property Insurance- The Board shall maintain property insurance covering all medical equipment and property in transit including crime coverage that is owned by the City of Asbury Park with deductibles no higher than \$2,500 per claim.
- 6. This Agreement may be terminated by either Party, with or without cause, at any time upon written notice to the other Party.
- 7. All notices required to be given under this Agreement shall be sent by hand delivery or certified mail, return receipt requested, to the persons named below, with a copy

by email communication, except that either Party may change the address upon written notice to the other:

For the City: Kevin Keddy, Fire Chief
City of Asbury Park
800 Main Street
Asbury Park, New Jersey 07712
Email: kevin.keddy@cityofasburypark.com

Lisa Esposito, City Clerk
City of Asbury Park
1 Municipal Plaza
Asbury Park, New Jersey 07712
Email: lisa.esposito@cityofasburypark.com

And a copy to: Frederick C. Raffetto, Esq.
Hill Wallack LLP
The Galleria - 2 Bridge Ave.
Suite 211
Red Bank, New Jersey 07701
Email: fraffetto@hillwallack.com

For the Board: _____

8. This Agreement represents the entire agreement of the Parties and supersedes any and all prior agreements, understandings, promises and representations concerning the subject matter hereof and the terms applicable thereto.
9. This Agreement may be amended and modified only by an instrument in writing, executed by the Parties hereto, or their successors.
10. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.
11. This Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. An electronic mail or facsimile version of an executed

original of this Agreement shall be deemed as valid as if an original one were delivered.

12. The Party who executed this Agreement hereby certifies that he/she has full power and authority to act on behalf of and to legally bind the respective Party which he/she represents.

[Signatures on the Next Page.]

IN WITNESS WHEREOF, the Parties have hereto affixed their signatures and seals on the day and year first referenced above.

ATTEST:

CITY OF ASBURY PARK

LISA ESPOSITO,
CITY CLERK

DONNA VIEIRO,
CITY MANAGER

WITNESS:

**TOWNSHIP OF OCEAN BOARD
OF FIRE COMMISSIONERS,
FIRE DISTRICT 2**

BY: _____(signature)
_____(print name)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 14, 2023
RESOLUTION SUMMARY

2023-316

Extending The Time Period For The “CCRB Exploratory Committee” To Complete Its Work



RESOLUTION NO. 2023-316

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

RESOLUTION EXTENDING THE TIME PERIOD FOR THE “CCRB EXPLORATORY COMMITTEE” TO COMPLETE ITS WORK

WHEREAS, on November 22, 2022, the Asbury Park City Council (the “City Council”) adopted Resolution No. 2022-471 (also referenced as the “Resolution”), which established an ad hoc advisory committee to be known as the “CCRB Exploratory Committee”; and

WHEREAS, pursuant to the Resolution, the period of the CCRB Exploratory Committee’s existence was established as a term not to exceed one hundred and eighty (180) days following the appointment of the membership thereof, unless extended by the City Council; and

WHEREAS, on January 25, 2023, the City Council adopted Resolution No. 2023-111, appointing members to the CCRB Exploratory Committee; and

WHEREAS, since its appointment, the CCRB Exploratory Committee has been meeting on a regular basis and working diligently on matters relating to its mission, including the conduct of meetings with relevant stakeholders; and

WHEREAS, it has been determined that an extension of time through December 31, 2023 shall be necessary in order for the CCRB Exploratory Committee to conclude its work and provide its final report to the City Council.

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:

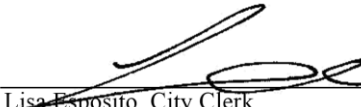
1. That the CCRB Exploratory Committee’s existence shall be extended through December 31, 2023 in order to complete its work and provide its final report to the City Council. At the conclusion of that time, the City Council shall determine whether any further extensions are necessary.
2. That all other provisions of Resolution Nos. 2022-471 and 2023-111 shall remain in full force and effect, except as modified herein.

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

- (a) Donna M. Vieiro, City Manager;
- (b) David Kelso, Asbury Park Police Chief;
- (c) Guy Thompson, Asbury Park Deputy Police Chief; and
- (d) Frederick C. Raffetto, Esq., Municipal Attorney.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-316 which was finally adopted by the City Council at a meeting held on the 14th day of June, 2023

CERTIFIED BY ME THIS 15th DAY OF June, 2023.



Lisa Esposito, City Clerk 6/15/2023

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 14, 2023
RESOLUTION SUMMARY

2023-317

Appointing Members to the Rent Leveling Board: Josh Starner (Regular Member) and Samantha Werner (Alternate #2 Member).



RESOLUTION NO. 2023-317

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

RESOLUTION APPOINTING MEMBERS TO THE RENT LEVELING BOARD

WHEREAS, Ordinance No. 2021-40, adopted on December 22, 2021, established regulations governing the appointment and the term scheme associated with the regular and alternate members of the Rent Leveling Board; and

WHEREAS, in accordance with Ordinance No. 2021-40, the Mayor and Council wish to appoint the following one (1) regular and one (1) alternate member to the Rent Leveling Board for the terms indicated below.

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 following regular members of the Rent Leveling Board are hereby appointed for the following terms:

(a) Regular Member (Landlord Member):

- **Josh Starnner** Term Expires: 12/31/2024; and

(b) Alternate Member #2:

- **Samantha Werner** Term Expires: 12/31/2023;

3. That should the status of any of the above appointees change such that they are no longer a tenant, landlord or resident/property owner of the City of Asbury Park, as applicable, then the appointee(s) must notify the City Clerk immediately. In such cases their appointment(s) to serve on the Board shall cease and a replacement member shall be appointed by the Mayor and Council to fill the vacancy.
4. That a certified copy of this Resolution shall be provided to each of the following:

- a. Each Appointee referenced above;
- b. Donna M. Vieiro, City Manager;
- c. Frederick C. Raffetto, Esq., Municipal Attorney.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-317 which was finally adopted by the City Council at a meeting held on the 14th day of June, 2023

CERTIFIED BY ME THIS 15th DAY OF June, 2023.



Lisa Esposito, City Clerk 6/15/2023

LISA ESPOSITO
CITY CLERK

**CITY OF ASBURY PARK
BOND ORDINANCE NUMBER 2023-24**

**BOND ORDINANCE AMENDING AND SUPPLEMENTING
BOND ORDINANCE NUMBER 2021-36 (WHICH PROVIDES
FOR VARIOUS 2021 CAPITAL IMPROVEMENTS)
HERETOFORE FINALLY ADOPTED BY THE CITY
COUNCIL OF THE CITY OF ASBURY PARK, IN THE
COUNTY OF MONMOUTH, STATE OF NEW JERSEY, ON
JANUARY 26, 2022, AS AMENDED AND SUPPLEMENTED,
TO INCREASE THE APPROPRIATION BY \$165,000**

**BE IT ORDAINED AND ENACTED BY THE CITY COUNCIL OF THE CITY OF ASBURY
PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY** (not less than two-thirds of
all members thereof affirmatively concurring), **AS FOLLOWS:**

SECTION 1. The bond ordinance of the City of Asbury Park, in the County of Monmouth, State of New Jersey (the "City"), heretofore finally adopted by the City Council thereof on January 26, 2022, numbered 2021-36 and entitled, "BOND ORDINANCE AMENDING BOND ORDINANCE 2016-16 AND BOND ORDINANCE 2018-4 EACH HERETOFORE FINALLY ADOPTED BY THE CITY COUNCIL OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY (THE "CITY"), ON APRIL 27, 2016 AND FEBRUARY 28, 2018, RESPECTIVELY, TO REAPPROPRIATE THE AGGREGATE AMOUNT OF \$447,220 AND REAUTHORIZE BONDS AND NOTES IN THE AGGREGATE AMOUNT OF \$425,922; AND PROVIDING FOR VARIOUS 2021 CAPITAL IMPROVEMENTS IN THE CITY APPROPRIATING \$2,489,850 THEREFOR (INCLUDING A GRANT FROM THE STATE OF NEW JERSEY IN THE AMOUNT OF \$175,000 AND THE REAPPROPRIATION OF \$447,220) AND AUTHORIZING THE ISSUANCE OF \$2,204,617 BONDS OR NOTES (INCLUDING THE REAUTHORIZATION OF BONDS AND NOTES IN THE AGGREGATE AMOUNT OF \$425,922) OF THE CITY TO FINANCE PART OF THE COST THEREOF" (the "Original Ordinance"), which Original Ordinance is hereby amended and supplemented to the extent and with the effect, as follows:

SECTION 2. The appropriation set forth in Section 5(a)(i) of the Original Ordinance is hereby increased by \$165,000 from \$1,690,183 to \$1,855,183 for the improvements or purposes set forth therein to reflect the reward of grant monies received from the Federal American Rescue Plan (the “ARP Grant”), which grant is in addition to the Grant already referred to in the Original Ordinance in Section 5(a)(i) of \$175,000 from the State of New Jersey Urban Enterprise Zone Program. The total appropriation of the Original Ordinance, as amended and supplemented hereby, is increased from \$2,489,850 to \$2,654,850.

SECTION 3. Except for the ARP Grant, in the event the United States of America, the State of New Jersey, the County of Monmouth and/or a private entity make a contribution or grant in aid to the City for the improvements and purposes authorized hereby and the same shall be received by the City prior to the issuance of the bonds or notes authorized in Section 2 hereof, then the amount of such bonds or notes to be issued shall be reduced by the amount so received from the United States of America, the State of New Jersey, the County of Monmouth and/or a private entity. Except for the ARP Grant, in the event, however, that any amount so contributed or granted by the United States of America, the State of New Jersey, the County of Monmouth and/or a private entity shall be received by the City after the issuance of the bonds or notes authorized in Section 2 hereof, then such funds shall be applied to the payment of the bonds or notes so issued and shall be used for no other purpose.

SECTION 4. The Capital Budget of the City is hereby amended, as necessary, to conform with the provisions of this amendatory and supplemental bond ordinance and to the extent of any inconsistency herewith, a resolution in the form promulgated by the Local Finance Board showing full detail of the amended Capital Budget and Capital Program as approved by the Director of the Division of Local Government Services, New Jersey Department of Community Affairs (the “Director of the Division of Local Government Services”), will be on file in the office of the Clerk and will be available for public inspection.

SECTION 5. Except as expressly amended and supplemented hereby, the Original Ordinance shall remain in full force and effect.

SECTION 6. This bond ordinance shall take effect twenty (20) days after the first publication thereof as provided by the Local Bond Law.

ADOPTED ON FIRST READING
DATED: June 14, 2023

LISA ESPOSITO,
Clerk of the City of Asbury Park

ADOPTED ON SECOND READING
DATED: June 28, 2023

LISA ESPOSITO,
Clerk of the City of Asbury Park

DATED: June 28, 2023

LISA ESPOSITO,
Clerk of the City of Asbury Park

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____, 2023

JOHN MOOR,
Mayor of the City of Asbury Park



**Asbury Park, New Jersey
ORDINANCE NO. 2023-15**

**ORDINANCE OF THE CITY OF ASBURY PARK AMENDING AND
SUPPLEMENTING SECTION 4-10, ENTITLED “PERMITS FOR SPECIAL EVENTS,”
OF CHAPTER 4, “GENERAL LICENSING,” OF “THE CODE OF THE CITY OF
ASBURY PARK”**

WHEREAS, the City of Asbury Park (the “City”) previously established Section 4-10, entitled, “Permits for Special Events,” of Chapter 4, “General Licensing,” of “The Code of the City of Asbury Park” (also referenced as the “City Code”); and

WHEREAS, the Mayor and Council wish to revise Section 4-10 of the City Code, in certain limited respects, in accordance with the provisions set forth herein.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, that Section 4-10, entitled, “Permits for Special Events,” of Chapter 4, “General Licensing,” of “The Code of the City of Asbury Park,” is hereby amended and supplemented as follows (additions are show with underline; deletions are shown with ~~strikeout~~):

Chapter 4. General Licensing

§ 4-10. PERMITS FOR SPECIAL EVENTS.

§ 4-10.1. Definitions.

For the purpose of this section:

DEMONSTRATION

Shall mean a public assembly, meeting, gathering or protest which may include speechmaking, marching, holding of vigils and all other forms of conduct for the purpose of expressing views or grievances. Such gatherings would occur on City streets, sidewalks, or property.

FARMERS MARKET

Shall mean a common facility or area where several farmers or growers gather on a regular, recurring basis to sell a variety of fresh fruits and vegetables or other locally-grown farm products directly to consumers.

FLEA MARKET

Shall mean an open market, usually held outdoors where a variety of goods are sold

including jewelry, household goods, food and other inexpensive items.

NON-PROFIT

Shall mean an organization or entity which has been duly established and operates in accordance with the New Jersey Nonprofit Corporation Act, N.J.S.A. 15A:1-1, et seq., or a similar entity which has been organized under the laws of a jurisdiction other than the State of New Jersey (defined as a "foreign corporation" under N.J.S.A. 15A:1-2f) and which may have obtained federal tax exempt status under Section 501(c) of the Federal (IRS) Tax Code.

PARADE

Shall mean organized public procession on a festive or ceremonial occasion; to march or walk in a procession.

RALLY

Shall mean a demonstration as that term is defined above.

SPECIAL EVENT

Shall mean a preplanned event or series of events for a duration of seven (7) days or less, sponsored by a public or private person or entity, which is:

- a. Located wholly or partially on property owned or maintained by the City; or
- b. Permissibly located on any other property and requires for its successful execution the provision and coordination of municipal services to a degree significantly over and above that which the City routinely provides; or
- c. Any parade or other event, such as a concert, race, walkathon, bicycle race, fair, carnival, celebration, sporting event, flea market, plunge, bonfire, show, or wedding, or any other type of large event generating a parking or traffic situation that may interfere with the movement of normal traffic and/or emergency vehicles, taking place in or upon any street, park, beach, or other public place, or private property, in the City of Asbury Park.

The following shall be illustrative of, but not limited to, the type of event requiring a permit: the closing of a public street, the sale of merchandise, food or beverage on public property ~~outside of the central business district,~~ (except where an outdoor merchandise/sidewalk café license pursuant to Section 4-9 of the City Code has been obtained from the City Clerk), or on private property where otherwise prohibited by law, the installation of a stage, bandshell, trailer, van, portable building, tent, grandstand or bleachers on public property, or private property, or any event conducted in a public park or on a public beach, or bonfire conducted on the beach.

§ 4-10.2. Purpose and Intent.

The purpose and intent of this section is to enable the City of Asbury Park and its Governing

Body to have control over the type and scope of special events, as defined herein, to be held within the confines of the City, while ~~insuring~~ ensuring the protection of the interests of those in the community upon whom such special events shall impact.

§ 4-10.3. Permit Required.

Any person or organization desiring to hold any special event as defined herein, must first apply for and obtain a special events permit in accordance with the requirements of this section.

§ 4-10.4. Application.

- a. A person or organization seeking issuance of a permit hereunder shall file an application with the City Manager or his or her designee, on a form to be provided for that purpose, on which form the applicant shall furnish pertinent information to include but not limited to the following:
 1. The name, address, e-mail address and telephone number of the applicant.
 2. The name, address, e-mail address and telephone number of the person or persons, corporation, organization or association sponsoring the activity.
 3. A detailed description of the proposed event and a sketch that shows the area or route to be used, along with proposed structures, tents, fences, barricades, signs, banners and restroom facilities, more commonly referred to as a "footprint."
 4. The date(s) and hours for which the permit is desired.
 5. The location of the event for which the permit is desired, and complete details as to how the applicant intends to provide for security, traffic control, site cleanup, separation of recyclables and disposal of trash and debris and parking (and in particular, whether any temporary parking areas will be required).
 6. The number of attendees, participants, spectators, contestants and/or other people that are reasonably anticipated to attend the event.
 7. A detailed description of the City's resources or services that shall be required to be provided in connection with the event.
 8. Any applicant claiming status as a nonprofit organization shall be required to provide the necessary documentation to that effect.
- b. Upon verification that the application is complete, the City Manager or his or her designee shall refer the application to the Special Events Committee for preliminary review in accordance with this section. The Special Events Committee may require the applicant to supplement its application with any pertinent documentation that may be of assistance to the Committee, and to the Mayor and City Council, in their review of the

application.

- c. All completed applications must be submitted to the City Manager or his or her designee at least thirty (30) days prior to the desired event, unless the applicant receives a waiver of this requirement from the Mayor and City Council, or unless the application is for a special event of the type covered by paragraph ~~d.~~ below. The City reserves the right to reject an application if fees for a prior year's event have not been paid in full or if the applicant is delinquent in payment of any City taxes, fines or fees.
- d. All complete applications submitted with the application fee(s) will be reviewed within forty-five (45) days of submission.
- ~~d.e.~~ Information concerning public gatherings and assemblies protected by the First Amendment to the United States Constitution and the New Jersey State Constitution (i.e., demonstrations, rallies, etc.), shall receive an expedited review. Such permits shall be granted or denied by the City Manager, acting on behalf of the Mayor and City Council, within three (3) business days of receipt of a fully completed application. The City Manager's granting of an approval may be with such conditions as are deemed to be in the best interests of the City, upon consultation with members of the Special Events Committee (including the Mayor or the Mayor's designee to the Committee), Police Chief, Fire Chief, and any other relevant City officials.

§ 4-10.5. Fees.

All applicants for special events permits shall be required to pay a nonrefundable application fee, as well as all other fees that are determined to be necessary by the Special Events Committee, as approved by the Mayor and City Council, depending upon the nature and extent of the proposed activity. The application fee shall be due and payable at the time that an application is submitted. Other fees that may be required include, but are not necessarily limited to: costs associated with the provision of police and/or fire supervision, emergency services, staffing, use of City owned property and/or use of City owned vehicles or equipment and the creation and/or use of temporary parking areas. Applicants shall be provided with an estimate of required fees by the City Manager or his or her designee after the Special Events Committee has reviewed the contents of the application, pursuant to § 4-10.6 below. ~~Final confirmation of the total fee shall be made by the Mayor and City Council, upon recommendation from the Special Events Committee, during review of each specific application.~~ All required application, street closure and other flat fees shall be due and payable at least ten (10) days prior to the event. In addition to the fees payable prior to each event, the applicant shall be required to pay for any and all additional fees as set forth herein, or as well as any unanticipated expenses which were occasioned or become necessary during or after the event, as a direct result of the event. Final billing for any additional amounts owed shall be sent to the applicant following the event. Payment in full shall be due and payable to the City within 10 days from the date of the invoice.

The City of Asbury Park wishes to recognize the longstanding recurring involvement, support and commitment (ten or more years as of the effective date of Ordinance No. 2023-15) of certain events, and/or the importance of certain events which coincide with a federal and/or State

holiday, as set forth in Schedule “A” to this Chapter. In recognition and appreciation of the same, the events set forth in Schedule “A” to this Chapter shall be grandfathered as to the fee amounts that were in effect immediately prior to the effective date of Ordinance No. 2023-15. All other events shall be subject to the fees as set forth below.

a. Application Fee: (Nonrefundable):

1. \$50 for non-profits (as defined herein).
2. \$250 for all other organizations or groups.
3. \$1,000 for events ~~over~~ with 2,000 or more participants, except for certain large beach or park events which are subject to the provisions of subsection a(4) below.
4. ~~\$5,000 for events over 15,000.~~ Large beach or park events: For events that are new to the City involving 2,000 or more participants, the following fees shall apply: Beach Fee: \$2,500; Park Fee: \$2,500.
5. For any event with 10,000 or more participants, specific user fees and deposits may be set by the Asbury Park Special Events Committee, subject to approval by the Asbury Park City Council. A separate contract approved by the City Council may be required to govern the operation of and fees for said event.

b. Escrow Deposit. In addition to the nonrefundable application fees specified above, the following refundable escrow fees shall be required to be posted to cover any unforeseen expenses which may be incurred by the City related to the event (including but not limited to any costs associated with the use of City staff members and/or equipment, etc., which may be necessitated):

1. For large beach or park events that are new to the City involving 2,000 or more participants, an escrow deposit will be required in the amount of \$3,000.
2. For all other events, a specific escrow deposit may be set by the Asbury Park Special Events Committee, subject to approval by the Asbury Park City Council.

c. Security Deposit. A refundable security deposit in the amount of \$500, or such other amount as determined by the City, may be required to be posted to cover any damage to City property which may be occasioned as a result of the special event, in the discretion of the Asbury Park Special Events Committee.

~~b.d.~~ Maintenance Personnel and Vehicle/Equipment Fees:

1. Putting ~~Setting~~ up barricades - ~~1 man~~ 2 men, 1 hour: \$50 \$60 per hour vehicle/equipment fee, plus hourly rate of operator(s) and other staff member(s) involved*.

2. ~~Picking up~~ Removal of barricades - 1 ~~man~~ 2 men, 1 hour: \$50 \$60 per hour vehicle/equipment fee, plus hourly rate of operator(s) and other staff member(s) involved*.
3. ~~Putting~~ Setting up banner - 2 men, 1 hour: \$100 per hour vehicle/equipment fee, plus hourly rate of operator(s) and other staff member(s) involved*.
4. ~~Taking down~~ Removal of banner - 2 men, 1 hour: \$100 per hour vehicle/equipment fee, plus hourly rate of operator(s) and other staff member(s) involved*.
5. Use of pickup truck or van, ~~per hour~~: \$60 per hour vehicle/equipment fee, plus hourly rate of operator(s) and other staff member(s) involved*.
6. Use of dump truck: \$85 per hour vehicle/equipment fee, plus hourly rate of operator(s) and other staff member(s) involved*.
7. Use of sweeper, ~~per hour~~: \$75 per hour vehicle/equipment fee, plus hourly rate of operator(s) and other staff member(s) involved*.
8. Use of front end loader, ~~per hour~~: \$80 per hour vehicle/equipment fee, plus hourly rate of operator(s) and other staff member(s) involved*.
9. Use of dozer, ~~per hour~~: \$100 per hour vehicle/equipment fee, plus hourly rate of operator(s) and other staff member(s) involved*.
10. ~~Use of portable float (stage) and steps: \$250.~~
1110. Use of litter scooter, ~~per hour~~: \$50 per hour vehicle/equipment fee, plus hourly rate of operator(s) and other staff member(s) involved*.
1211. Use of garbage truck, ~~per hour~~: \$90 per hour vehicle/equipment fee (plus tipping fees), plus hourly rate of operator(s) and other staff member(s) involved*.
1312. Use of bucket truck, ~~per hour~~: \$75 per hour vehicle/equipment fee, plus hourly rate of operator(s) and other staff member(s) involved*.
1413. Ambulance: \$250 per hour vehicle/equipment fee, plus hourly rate of operator(s) and other staff member(s) involved*.
1514. Dumping fee: \$120 \$135 per ton.
1615. Fire Engine or Rescue Truck: \$500 per day vehicle/equipment fee, plus hourly rate of operator(s) and other staff member(s) involved*.
1716. Rack Body Flatbed Truck: \$65 per hour vehicle/equipment fee, plus hourly rate of

operator(s) and other staff member(s) involved*.

1817. Mason Dump Truck: \$65 per hour vehicle/equipment fee, plus hourly rate of operator(s) and other staff member(s) involved*.

e. Vehicle/Equipment Operation Fees:

Items shown with an asterisk(*) in subsection 4(d) above require an additional charge(s) for the operator(s) of the vehicle or equipment and/or for the assistance of other City staff member(s) in accordance with the rates set forth below; ~~which shall be at the rate of \$50 per hour. The above fees include delivery and pick-up during regular working hours (7:00 a.m. — 2:00 p.m.). All charges shall be hourly (except for the use of the portable float/stage and steps) and shall have a minimum charge of one hour. For any increments into the following hours, a one hour charge shall be incurred.~~

1. Department of Public Works Staff:

- (a) Straight time fees (Mondays through Fridays, up to 3:30 p.m.) range from \$28 to \$40 per hour, depending upon the operator or staff member involved.
- (b) Overtime fees (Saturdays, Sundays, holidays, and weekdays after 3:30 p.m.) range from \$42 to \$60 per hour, depending upon the operator or staff member involved.
- (c) An administrative fee in the flat amount of \$25 shall be added to any application for the use of Department of Public Works staff members.
- (d) All fees shall be calculated by the Director.

2. Police, Fire and EMT Staff:

Hourly fees shall be consistent with those specified in Section 2-10.1 (Voluntary Special Duty Assignments for Police Officers and Firefighters) of the City Code.

ef. Public Parks**:

- 1. Sunset: \$600 per day.
- 2. Saint John's Island: \$500 per day.
- 3. Bradley:
 - (a) \$2,000 per day from one week prior to Memorial Day through two weeks after Labor Day.

- (b) \$750 per day any other time.
- 4. Atlantic:
 - (a) \$2,000 per day from one week prior to Memorial Day through two weeks after Labor Day.
 - (b) \$750 per day off season any other time.
- 5. Library: \$600 per day.
- 6. Kennedy: Monday-Friday: \$500.00 up to 8 hours; Saturday and Sunday: \$500.00 per day between the hours of 8:00 a.m. and 4:00 p.m.; \$500.00 per day between the hours of 5:00 p.m. and 10:00 p.m.
- 7. Springwood: \$100 per day.
- 8. Fireman's Park: \$100 per day.

****In order to reserve one of the City's parks for an event, fees must be paid in accordance with the requirements set forth above and insurance must be provided in accordance with the requirements of Section 4-10.1011. below.**

- dg. Boardwalk Fee: Daily fee of \$250 per 4 hours of use.
- eh. Beaches: Use of beaches for any event up to 3 hours of use - ~~\$500.00~~ \$750.00 per day per beach avenue (i.e., First Avenue Beach); events lasting from 3 - 8 hours of use - ~~\$700.00~~ \$1,000.00 per day per beach avenue (i.e., First Avenue Beach). All participants on the beach will also be required to purchase a daily beach badge if the event occurs during the summer season when beach badges are required for access to the City's public beaches.
- f. ~~Transportation Center: \$100 per day plus any maintenance fees.~~
- gi. ~~Council Chambers: \$100 per day plus any maintenance fees.~~
 - 1. For use by Asbury Park residents and/or businesses/entities/groups based in Asbury Park: Waiver of daily use fee, but shall be required to pay for any necessary maintenance/janitorial fees.
 - 2. For individuals or businesses/entities/groups that neither reside in, nor are based in, Asbury Park: \$100 per day use fee, plus any necessary maintenance/janitorial fees.
- hj. Senior Center: \$100 per day plus Department of Public Works fees and any other fees deemed necessary.

- i. ~~Large Beach or Park Event: Events involving more than 500 participants will be subject to a different fee structure to cover added City expenses. The daily beach/park fee will vary according to the type of event: Beach Fee: \$2,500; Park Fee: \$2,500.~~

~~In addition, a deposit will be required in the amount of \$5,000 to cover any expenses incurred by the City that are not covered by special event fees.~~

~~For any event with 500 or more participants, user fees and deposits will be set by the Asbury Park Special Events Committee and approved by the Asbury Park City Council. A separate contract approved by the City Council will govern the operation and fees of said event.~~

- jk. Street Blocking or Closing:

1. Non-Metered Streets: \$250 daily fee per block for any non-metered street blocking or closing.
2. Metered Streets: The daily charge per block for street blocking or closing will be calculated by: taking the number of metered parking spaces in that block x the current hourly rate in that block (for the specific date of closure) x the daily number of hours the meters are in operation = the daily rate for that block. Either the daily block rate or a minimum of \$250, whichever is greater, will be paid by the applicant.

- kl. Off-Duty Police Officers: ~~8:00 a.m. - 12:00 a.m. \$75 per hour per officer/12:00 a.m. - 8:00 a.m. \$85 per hour per officer.~~ Hourly fees shall be consistent with those specified in Section 2-10.1 (Voluntary Special Duty Assignments for Police Officers and Firefighters) of the City Code.

- lm. EMT/Fire: ~~8:00 a.m. - 12:00 a.m. \$75 per hour/12:00 a.m. - 8:00 a.m. \$85 per hour (Fire Inspector/Fire Official regular overtime receive rate).~~ Hourly fees shall be consistent with those specified in Section 2-10.1 (Voluntary Special Duty Assignments for Police Officers and Firefighters) of the City Code.

- mn. Lifeguards: ~~\$65~~ \$75 per hour.

- no. Utility Fees: Any and all fees for actual water and electric consumption shall be billed by the Director of Public Maintenance after the conclusion of the event.

- op. Electrician: ~~\$60~~ \$75 per hour.

- pq. Electronic Sign Messaging (Sunset Park, Springwood Park, City Hall):

Messaging related to events that are taking place within the City (only) shall be offered to the public on the electronic signs located in Sunset Park, Springwood Park and City Hall in accordance with the following:

1. For profit events:

- (a) The daily rate to create and post a message relating to a for profit event taking place within the City is \$75 per sign.
- (b) The weekly rate to create and post a message relating to a for profit event taking place within the City is \$350 per sign.

2. Events that are free of charge:

- (a) Events that are free of charge and which are taking place within the City shall not be subject to a fee for electronic sign messaging; however, the following conditions shall apply:
 - (1) The event must be open to the general public.
 - (2) Submitted requests for messaging do not guarantee promotion of the event. In that regard, due to the volume of messaging submissions received, the City may not be able to respond to every submission or to promote every event requested.
 - (3) Promotion of the event shall be based upon meeting eligibility requirements as set forth herein and the provision of sufficient lead time. The City Manager or his or her designee shall make a final determination and may edit the message, as needed.

3. Political events shall not be eligible for electronic sign messaging.

~~P.R.~~ Returned Checks: \$25 fee in addition to the reimbursement of the original check amount.

~~C.S.~~ A special event permit shall not be required for a farmer's market. However, farmer's market shall be charged a one-time annual fee of \$25 to operate within the City.

t. Cancellation Fee: If an applicant wishes to cancel an event, written notice of said cancellation must be submitted to the City Manager or his or her designee at least seventy two (72) hours prior to the commencement of the scheduled event. Failure to notify the City Manager or his or her designee of a cancellation in a timely manner will result in the \$500 security deposit being forfeited, except in cases where force majeure is applicable, and may prevent said event from being rescheduled, or prevent future events to be held by the applicant within the City.

§ 4-10.6. Special Events Committee.

- a. Establishment; Purpose. There is hereby created a Special Events Committee within the City of Asbury Park. The purpose of the Special Events Committee shall be to review all special events permit applications and to provide a written recommendation to the Mayor

and City Council, through the City Manager or his or her designee, relative to each application.

- b. Composition; Meetings. The Special Events Committee shall consist of the City Manager or his or her designee, the Mayor or his or her designee, one member of the Council other than the Mayor, the Police Chief or his or her designee, the Fire Chief or his or her designee, the Director of Public Works or his or her designee, the Recreation Director, and any other City Officials or employees as deemed necessary by the City Manager in order to properly review each application. The Special Events Committee shall meet once per month (or as often as needed) and shall report its findings and recommendations to the Mayor and City Council for final approval of each special event. Unless otherwise advised, ~~all~~ applicants shall not be required to appear personally before the Special Events Committee, ~~as well as~~ or before the Mayor and City Council, in support of their application.

§ 4-10.7. City Council Approval.

Following receipt of a ~~written report~~ recommendation from the Special Events Committee, the Mayor and City Council shall make the final determination as to whether to issue a Special Events Permit ~~and the appropriate fee to be charged~~, by affirmative action by majority vote. Issuance of a permit may be subject to such conditions and restrictions as may be determined necessary by the Mayor and City Council. The applicant shall be required to abide by all conditions and restrictions imposed by the Mayor and Council.

In connection with the approval of any Special Events Permit, the Mayor and City Council may authorize the provision of temporary parking areas, after consultation with the Special Events Committee, along with the Police, Transportation and Fire Departments. Any such temporary parking areas shall be subject to such conditions as deemed necessary by the Mayor and Council.

§ 4-10.8. Standards.

The standards for the issuance of a permit pursuant to this section shall include but shall not necessarily be limited to, the following findings:

- a. That the proposed event will not unreasonably interfere with or detract from the general public's enjoyment of public parks, beaches, roadways, or facilities to be utilized.
- b. That the proposed activity and use will not unreasonably interfere with or detract from the promotion of public health, welfare, safety, and recreation.
- c. That the proposed activity and uses that are reasonably anticipated will not be likely to include violence, crime or disorderly conduct.
- d. That the facilities desired have not been reserved for other use at the date and hour requested in the application.

- e. That the applicant will maintain premises in the same condition which existed prior to the event.

§ 4-10.9. Permit Non-Transferable.

Permits issued for Special Events shall not be transferrable.

§ 4-10.10. Denial of Permit.

The standards for denial of a permit pursuant to this section shall include but shall not necessarily be limited to, the following:

- a. That the proposed event will disrupt traffic within the City beyond practical solutions.
- b. That the location of the special event will cause undue hardship to adjacent property owners.
- c. That the proposed event will require the diversion of so many public employees that allowing the event would unreasonably deny service to, or jeopardize the safety of, the remainder of the City's residents.
- d. That the application contains incomplete or inaccurate information, or that the applicant has filed or refuse to provide necessary information upon request from the City.
- e. That the application fails to comply with all terms of this section, including the failure to remit all fees or deposits, or the failure to provide proof of proper liability insurance coverage, or the failure to execute an indemnification and hold harmless agreement, or the failure to provide a performance bond or cash security deposit when required by the Mayor and City Council, or for any other violation of the terms and conditions of this section.

§ 4-10.11. Responsibility, Liability, Performance Guarantee/Security Deposit, Insurance Coverage and Indemnification.

a. Responsibility.

- 1. **It shall be the permit applicant's responsibility to secure all necessary other permits, licenses and/or approvals which may be required (i.e., by State, local or other outside agencies), in conjunction with the proposed event.**
- 2. **All permit applicants shall assume all risks associated with premature advertisement of any event prior to the time of issuance of a permit by the Mayor and City Council, as well as any and all other costs which may have been expended prior to the time of official approval of the application by the Mayor and City Council.**
- 3. **All permit holders shall be required to abide by all requirements set forth in**

the permit, as well as all City ordinances, State Statutes (including but not limited to the New Jersey Riot Act, N.J.S.A. 2C:33-1 et seq.), and all other rules and regulations which may be applicable to the event.

4. All permit holders shall be responsible for any and all additional costs that are incurred as a result of the event, including costs which may not have been foreseen at the time that the permit was issued but which becomes necessary, such as costs associated with additional resources provided by the City, including but not limited to, manpower and/or equipment costs, police and/or fire supervision, emergency services, cleanup activities, etc.
5. Any personnel provided by the City (i.e., police, fire, emergency, public works or other City employees) in connection with any special event sponsored by an outside party shall not be considered employees or agents of the outside party. If emergency services are required for any special event, then only Asbury Park emergency personnel may be utilized.

b. Liability; Performance Guarantees/Security Deposit.

1. All permit holders shall be liable for all losses, damages and/or injuries sustained by any person whatsoever by reason of the event or activities associated with the event.
2. The terms of this section shall not be construed as imposing upon the City or its officers or employees any liability or responsibility for any injury or damage to any person in any way connected to the use for which the permit was issued. The City and its officials and employees should not be deemed to have assumed any liability or responsibility by reason of any inspections performed, the issuance of any permits, or the approval for use of any City property in connection with a permit issued hereunder.
3. All permit holders shall assume full responsibility for the acts and conduct of all persons admitted to the event by or with the consent of the permit holder, or of any person acting for or on behalf of the permit holder.
4. If any portion of City property or other premises where the event is held is damaged by the act or omission of the permit holder, or by the permit holder's agents, employees, patrons, customers, guests, invitees, or any other person admitted to the premises by the permit holder, the permit holder shall be responsible for all costs associated with restoration of the property or premises to the condition that existed prior to the occurrence of such damage. The amount of such damage shall be considered an additional fee.
5. A refundable security deposit in the amount of five hundred (\$500.00) may be required, per the provisions of Section 4-10.5(c) above. ~~which shall be posted in the form of cash or by check, or a refundable security deposit in~~

~~another amount (also to be posted in the form of cash or by check) as determined in the sole discretion of the City to be sufficient to cover any damages which may be occasioned as a result of the special event or to ensure compliance with all terms and conditions imposed by the Mayor and Council in connection with issuance of the permit shall be required to be posted at least ten (10) days prior to the event.~~

- c. **Insurance Coverage.** All permit holders must submit ~~minimum~~ liability insurance coverage ~~in an amount to be determined by the Mayor and City Council, in the minimum amount of \$1,000,000.00; however, the City may require an increase in the amount of liability insurance coverage~~ depending upon the size, scope and nature of the event planned. The City of Asbury Park, its officers, employees, agents and representatives must be named as additional insured parties on the policy. Proof of said insurance coverage shall be provided to the City at least ten (10) days prior to the event.
- d. **Indemnification.** All permit holders shall defend, indemnify and hold the City of Asbury Park, its officers, employees, contractors, agents and representatives harmless from and against any and all liability for claims, demands, damages, suits, judgments, fines, losses and expenses, of any nature, which are sustained as a result of the event, and shall execute an indemnification and hold harmless agreement in a form acceptable to the City prior to the event.

§ 4-10.12. No Rights Conveyed; Revocation.

All permits issued pursuant to this section shall be temporary and do not invest any permanent or continuing rights. No permit issued pursuant to this section shall convey any right, interest or title in any City property to the permit holder. Any permit may be revoked at any time by the City Manager, acting on behalf of the Mayor and City Council, for violation of the conditions for which the permit was issued, or for violation of any ordinance which relates to the conducting of the event, or for violation of any of the terms of this section, or when the event is found not to be in the best interests of the City, or for other good cause shown.

§ 4-10.13. Offenses and Penalty.

- a. **Offenses.** A person commits an offense if he or she:
 - 1. Commences or conducts an event that is subject to the requirements of this section without a permit, or;
 - 2. Fails to comply with any condition, requirement or provision of the permit, or otherwise violates any ordinance, rule or regulation that is applicable to the event.
- b. **Penalty.** A person who violates a provision of this section shall be guilty of a separate offense for each day or part thereof during which the violation is

committed or continued and shall be liable, upon conviction, to the penalty as stated in Chapter 1, Section 1-5 of the City Code, or as provided by State Statute.

BE IT FURTHER ORDAINED, that all other provisions of Section 4-10 of the City Code which are not referenced in this Ordinance shall remain unaffected/unchanged and remain in full force and effect.

BE IT FURTHER ORDAINED, that all parts and provisions of any Ordinance which are inconsistent with the provisions of this Ordinance shall be repealed to the extent of such inconsistency.

BE IT FURTHER ORDAINED, that the provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.

BE IT FURTHER ORDAINED, that this Ordinance shall take effect upon final passage and publication in accordance with the law, following the required twenty (20) day period after adoption, as set forth in N.J.S.A. 40:69A-181(b).

City of Asbury ParkPERMITS FOR SPECIAL EVENTS(Chapter 4, Section 4-10)SCHEDULE "A"(§4-10.5 Fees)Events Subject to Fee Schedule Existing Prior to Adoption of Ordinance No. 2023-15

AP Chamber of Commerce Asbury Fest
AP Chamber of Commerce Downtown Tree Lighting
Asbury Fresh Market
Asbury Park Historical Society Boardwalk Art Show
Asbury Park Juneteenth Celebration
Asbury Park Polar Bear Race
Asbury Park St. Patrick's Day Parade
Asbury Park Zombie Walk
Bond Street Bar Block Party
Jersey Shore Running Club Run-A-Palooza race
Jersey Shore Running Club Tutu Run
NJ's annual Statewide LGBTQ+ Pride Celebration
Shore Athletic Club AP Sheehan 5k Classic
Surfrider Foundation Family Surf Day
The Center in Asbury Park AIDS Walk
Triumphant Life Church Carnival

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2023-15 which was finally adopted by the City Council at a meeting held on the 14th day of June, 2023

LISA ESPOSITO
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2023-21**

**ORDINANCE OF THE CITY OF ASBURY PARK AMENDING CHAPTER VII OF THE
CODE OF THE CITY OF ASBURY PARK REGARDING TRAFFIC REGULATIONS
TO DESIGNATE SUNSET DRIVE ONE-WAY**

WHEREAS, the City of Asbury Park (the “City”) has previously established certain traffic regulations within the City; and

WHEREAS, the previous regulations as referenced above shall be collectively referenced herein as the “prior traffic regulations”; and

WHEREAS, since adoption of the prior regulations, the parking conditions have been evaluated by the City’s Parking Committee on a continuous basis; and

WHEREAS, the proposed new regulations are set forth in the within Ordinance; and

WHEREAS, it is the intention of the Mayor and Council that the revisions set forth herein shall amend and supplement the Traffic Control Regulations contained within the Chapter VII, entitled “Traffic,” of the “Code of the City of Asbury Park, New Jersey,” accordingly.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, that the amended traffic regulations are hereby approved and adopted for use within the City of Asbury Park, and that Chapter VII, entitled “Traffic,” of the “Code of the City of Asbury Park, New Jersey,” is hereby amended as follows:

7-20 ONE-WAY STREETS.

7-20.1 Designated.

[2000 Code § 7-20.1; Ord. No. 2189 § 1; Ord. No. 2199 § 1; Ord. No. 2244 § 1; Ord. No. 2290 § 1; Ord. No. 2314 § 1; Ord. No. 2307 § 1; Ord. No. 2318 § 1; Ord. No. 2452 § 1; Ord. No. 2516; Ord. No. 2527; Ord. No. 2665; Ord. No. 2939; Ord. No. 2957; Ord. No. 2990; Ord. No. 2015-47; Ord. No. 2016-11; Ord. No. 2016-27; Ord. No. 2017-34; Ord. No. 2017-42]

The following described streets or parts of streets are hereby designated as One-Way Streets in the direction indicated. Parking on these streets will be permitted on the sides indicated below.

<i>Name of Street</i>	<i>Direction</i>	<i>Limits</i>	<i>Parking Permitted</i>
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Sunset Drive	West	Comstock Street to Sunset Avenue	Both sides
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I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2023-21 which was finally adopted by the City Council at a meeting held on the 14th day of June, 2023

LISA ESPOSITO
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2023-22**

**ORDINANCE AUTHORIZING THE CITY OF ASBURY PARK TO CONVEY AN
EASEMENT OVER CERTAIN PORTIONS OF THE PUBLIC RIGHT-OF-WAY AREA
ADJACENT TO THE PROPERTY LOCATED AT 521 LAKE AVENUE (BLOCK 3105,
LOT 4.02), F/K/A 545 LAKE AVENUE (BLOCK 3105, LOT 4).**

WHEREAS, 545 Lake Urban Renewal, LLC (hereinafter referred to as the “Developer”) is the owner of certain real property located at 521 Lake Avenue in the City of Asbury Park (the “City”), which is more commonly known and designated as Block 3105, Lot 4.02, f/k/a 545 Lake Avenue (Block 3105, Lot 4) (the “Property”) on the Official Asbury Park Tax Map; and

WHEREAS, the Property is located in the City’s Central Business District Redevelopment Area (the “CBD Zone” or “District”); and

WHEREAS, the Asbury Park Planning Board has granted final approvals to the Developer relating to certain proposed development (the “project”) at the Property pursuant to a Resolution adopted on June 12, 2017, and thereafter amended by Resolution adopted on March 6, 2023; and

WHEREAS, the above-referenced Resolution(s) of approval contained a condition that any encroachments into any public right-of-way (“ROW”) areas (over which the City has jurisdiction) must be approved by the Mayor and Council of the City; and

WHEREAS, the improvements proposed by the Developer to the Property will include a stairway and platform, which will extend from the front wall (façade) of the building and encroach approximately 11.39 feet into the ROW area along Lake Avenue, and contain a total of 185 square feet; and

WHEREAS, the improvements will also include an ADA ramp, which will extend from the front wall (façade) of the building and encroach approximately 15.5 feet into the ROW area along Lake Avenue, and contain a total of 338 square feet; and

WHEREAS, the improvements will also include a planter, which will encroach into the ROW area along Lake Avenue by a total of 68 square feet; and

WHEREAS, the proposed encroachments for the stairway and platform, together with the ADA ramp and the planter, are collectively hereinafter referred to as the “easement area”; and

WHEREAS, the easement area is described and depicted in more detail in the Exhibits

that are annexed to the attached Easement Agreement; and

WHEREAS, the Developer has requested that the City allow it to develop the Property with the encroachments referenced above; and

WHEREAS, the Mayor and Council have previously determined to consider requests for encroachment into the R.O.W. areas on a case-by-case basis; and

WHEREAS, with respect to the within application, the Mayor and Council have determined the following:

- (1) The within proposed encroachments into the ROW shall not interfere with the ability of the public to utilize the sidewalks or other public areas that are adjacent to the proposed development; and
- (2) The encroachments are needed in order to provide for a stairway and platform, along with a handicap ramp and planter, to be constructed as part of the development, as well as for the Developer to be compliant with ADA regulations concerning handicap access.

WHEREAS, as a result, to the extent that the City has jurisdiction over the easement area in question and without making any affirmative representations with regard thereto, the Mayor and Council are willing to permit the construction of the stairway and platform, along with a handicap ramp and planter, which are proposed to encroach into ROW areas that are under the City's jurisdiction, as referenced above, and as described and depicted in the Exhibits that are annexed to the attached Easement Agreement, for the consideration of **Three Hundred Thousand Dollars and 00/100 (\$300,000.00)**, with the condition that the easement area shall only be used for the stairway and platform, along with the handicap ramp and planter, and for no other purpose(s), and pursuant to all other terms and conditions set forth in the attached Easement Agreement; and

WHEREAS, the purpose of this Ordinance is to confirm said conditional approval and to grant the necessary easement (the "easement"), in accordance with the New Jersey Local Lands and Buildings Law, N.J.S.A. 40A:12-1, *et seq.* and the New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, *et seq.*; and

WHEREAS, the Mayor and City Council do not wish for the granting of this easement to serve as a precedent for further encroachments into the City's R.O.W. areas elsewhere in the City, but rather declare that any and all such requests must be carefully reviewed by the Governing Body and considered strictly on a case-by-case basis, and that any such requests shall be granted only where substantial reasons are shown to justify and warrant the granting of the easement.

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

1. That, to the extent that the City has jurisdiction over the easement area, and without making any representations with regard thereto, the City, pursuant to the New Jersey Local Lands and Buildings Law, N.J.S.A. 40A:12-1, et seq., and specifically N.J.S.A. 40A:12-13(b)(5), as well as the New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq., and specifically N.J.S.A. 40A:12A-8(g), hereby authorizes the conveyance of an easement to the Developer, which will run with the land, over certain portions of the public ROW abutting the property located at 521 Lake Avenue, (Block 3105, Lot 4.02), f/k/a 545 Lake Avenue (Block 3105, Lot 4), as more particularly described and depicted in the Exhibits that are annexed to the attached Easement Agreement, and further subject to the terms and conditions set forth in the attached Easement Agreement.
2. That the Mayor is hereby authorized to execute, and the Municipal Clerk to attest, the attached Easement Agreement, or one which is substantially similar thereto and in a form satisfactory to the City Attorney.
3. That, following proper execution and notarization of the attached Easement Agreement, the same shall be recorded with the Monmouth County Clerk's Office.
4. That all other City officials and employees are hereby authorized to undertake any activities that are necessary in furtherance of the intentions of the within Ordinance.
5. That this Ordinance shall hereby repeal, and shall supersede, Ordinance No. 2018-25 and Ordinance No. 2018-29, as adopted by the Asbury Park Mayor and Council on June 13, 2018 and July 11, 2018, respectively.
6. That this Ordinance shall become effective twenty (20) days following its final passage, in accordance with N.J.S.A. 40:69A-181(b).
7. That the provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction such judgment shall be limited in its effect only to the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.
8. That all other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2023-22 which was finally adopted by the City Council at a meeting held on the 14th day of June, 2023

LISA ESPOSITO
CITY CLERK

Record & Return To: Andrew J. Karas, Esq.
 Fox Rothschild, LLP
 49 Market Street
 Morristown, NJ 07960

Prepared by:

 Andrew J. Karas, Esq.

EASEMENT AGREEMENT FOR ENCROACHMENT OVER CERTAIN PORTIONS OF THE PUBLIC RIGHT-OF-WAY AREA ADJACENT TO THE PROPERTY LOCATED AT 521 LAKE AVENUE (BLOCK 3105, LOT 4.02), F/K/A 545 LAKE AVENUE (BLOCK 3105, LOT 4).

THIS AGREEMENT (the “Agreement”) is entered into this ___ day of _____, 2023, by and between the City of Asbury Park, a municipal corporation of the State of New Jersey, whose address is 1 Municipal Plaza, Asbury Park, New Jersey 07712 (hereinafter “Grantor” or “City”), and 545 Lake Urban Renewal, LLC., a corporation of the State of New Jersey, whose address is 513 Cookman Avenue, Asbury Park, New Jersey 07712 (hereinafter “Grantee”).

WITNESSETH:

WHEREAS, the Grantee is the owner of a certain real property in the City which is located at 521 Lake Avenue (known and designated as Block 3105, Lot 4.02 on the City’s official Tax Map), f/k/a 545 Lake Avenue (Block 3105, Lot 4); and

WHEREAS, the property identified above shall hereinafter be referred to as the “Property”; and

WHEREAS, the City’s Planning Board has granted final approvals to the Grantee relating to certain proposed development at the Property (the “project”) pursuant to a Resolution adopted on June 12, 2017, and thereafter amended by Resolution adopted on March 6, 2023; and

WHEREAS, the Property is located in the City’s Central Business District (“CBD”) Redevelopment Area; and

WHEREAS, the improvements proposed by the applicant to the Property will include a stairway and platform, and an ADA ramp and planter, along Lake Avenue, and

WHEREAS, the proposed stairway and platform will extend from the front wall (façade) of the building and encroach approximately 11.39 feet into the public right-of-way (“ROW”) area along Lake Avenue, the ADA ramp will extend from the front wall (façade) of the building and encroach approximately 15.5 feet into the public right-of-way area along Lake Avenue, and the planter will also extend from the front wall (façade) of the building into the public right-of-way (“ROW”) area along Lake Avenue (collectively, the “encroachments”); and

WHEREAS, the Planning Board conditioned approval of the Project on, among other things, the applicant receiving approval from the Mayor and Council of the City of Asbury Park (the “City”) for any encroachments into any City ROW; and

WHEREAS, the proposed encroachments are more specifically described in certain legal descriptions, and further depicted on Proposed Franchise Area Plans, which were prepared by Dresdner Robin Environmental Management, Inc., dated November 23, 2022; and

WHEREAS, the proposed encroachment for the stairway and platform, which is described in the legal description attached hereto as Exhibit “A,” and further depicted on the Proposed Franchise Area Plan attached hereto as Exhibit “B”, contains a total of 185 square feet;

WHEREAS, the proposed encroachment for the ADA ramp, which is described in the legal description attached hereto as Exhibit “C,” and further depicted on the Proposed Franchise Area Plan attached hereto as Exhibit “D”, contains a total of 338 square feet;

WHEREAS, the proposed encroachment for the planter, which is described in the legal description attached hereto as Exhibit “E”, and further depicted on the Proposed Franchise Area Plan attached hereto as Exhibit “F”, contains a total of 68 square feet; and

WHEREAS, the encroachments for the stairway and platform, together with the ADA ramp and the planter, shall collectively hereinafter be referenced as the “easement area”; and

WHEREAS, a depiction of the building, which includes the encroachments, as prepared by Dresdner Robin Environmental Management, Inc., dated November 23, 2022, is attached hereto as Exhibit “G”; and

WHEREAS, on _____, 2023, the City adopted Ordinance No. _____ (attached hereto as Exhibit “H”), which provided authorization for the conveyance of an easement over the ROW areas described in Exhibits “A”, “C” and “E”, and depicted in Exhibits “B,” “D” and “F”, and as further depicted in Exhibit “G,” to the Grantee for the consideration of Three Hundred Thousand Dollars (\$300,000.00); and

WHEREAS, the purpose and intent of this instrument is to confirm and memorialize the granting of said easement to the Grantee.

NOW, THEREFORE, based upon the mutual promises, terms and conditions set forth below, and for consideration of Three Hundred Thousand Dollars (\$300,000.00), the adequacy of which the parties hereto expressly acknowledge, the parties hereto agree as follows:

1. That, to the extent that the City has jurisdiction over the easement area, and without making any representations with regard thereto, the City, pursuant to the New Jersey Local Lands and Buildings Law, N.J.S.A. 40A:12-1, et seq., and specifically N.J.S.A. 40A:12-13(b)(5), as well as the New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq., and specifically N.J.S.A. 40A:12A-8(g), hereby authorizes the conveyance of an easement to the

applicant, which will run with the land, over certain portions of the public ROW abutting the property located at 521 Lake Avenue (Block 3105, Lot 4.02), f/k/a 545 Lake Avenue (Block 3105, Lot 4), as more particularly described in the legal descriptions attached hereto as Exhibits “A,” “C” and “E,” and as further depicted on the attached plans attached hereto as Exhibits “B,” “D” and “F,” subject to the terms and conditions set forth herein. The easement shall allow for the encroachment of a stairway and platform, ADA ramp, and planter into the public right-of-way on Lake Avenue. The stairway platform and will extend from the front wall (façade) of the building and encroach approximately 11.39 feet into the public right-of-way covering an area totaling 185 square feet. The ADA ramp will extend from the front wall (façade) of the building and encroach approximately 15.5 feet into the public right-of-way covering an area totaling 338 square feet. The planter will encroach into the public right-of-way covering an area of a total of 68 square feet. The permission afforded herein relates solely to the stairway and platform, the ADA ramp and the planter, which are referenced herein, and specifically does not permit any further structural additions to be constructed or to exist within the City R.O.W., unless further approvals from the City are obtained. Moreover, the existing stairway and platform, the existing ADA ramp and the existing planter shall not be reconstructed, modified or expanded in size, scope or design without first obtaining additional approvals from the Grantor, with the exception of ordinary maintenance and repairs. The existing stairway and platform, the existing ADA ramp and the existing planter, or any replacement thereof, must comply with all applicable Ordinances of the City.

2. The Grantee will exercise the privilege granted herein at the Grantee’s own risk and agrees that it will never claim any damages against the Grantor for any injury or damages sustained to any person or property relating to the Grantee’s exercise of the privilege granted herein, regardless of any fault or negligence of the Grantor.

3. The Grantor shall not unreasonably interfere with the Grantee’s use and enjoyment of the easement. However, in the case of an emergency or necessity, the Grantor shall be allowed immediate access to the easement area after providing such advance notice to the Grantee as is reasonably practicable under the circumstances. The parties hereto agree that all such access by the Grantor will be performed in a manner that causes as little disturbance to the parties as is reasonably practicable under the circumstances.

4. The Grantor promises that the Grantor has done no act to encumber the Property. This promise is called a “Covenant as to grantor’s acts” (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the Property (such as by making a mortgage or allowing a judgment to be entered against the Grantor relative to the Property).

5. The Grantee shall name the Grantor as an additional insured on its general liability insurance policy covering the Property, and shall provide proof of same to the Grantor. The Grantee further agrees to indemnify and hold harmless the Grantor, as well as all officials, employees and agents of the Grantor, against any and all liability for injury or damages sustained to any person or property relating to the Grantee’s exercise of the privilege granted herein, regardless of any fault or negligence of the Grantor, and shall be responsible for all expenses,

including legal fees, resulting from, arising out of, or in any way connected to the exercise of the privilege granted to the Grantee, its successors and/or assigns.

6. The Grantee acknowledges that additional approvals may be required from other agencies and/or authorities for use of any public right-of-way areas described in Exhibits “A,” “C” and “E,” and depicted in Exhibits “B,” “D” and “F, that are outside of the jurisdiction of the Grantor. It is the Grantee’s sole responsibility to investigate whether any other agencies or authorities have such jurisdiction and, if so, to obtain the requisite approval(s) from said agencies and/or authorities; provided, however, that the Grantor agrees to cooperate in any effort of the Grantee to obtain the consent of any such agency or authority to use the easement area(s) for the purpose stated herein.

7. Use of the easement areas by the Grantee and all successors in title and/or assigns shall only be for the purposes identified herein and for no other purpose(s).

8. This Agreement shall be recorded and shall be binding and inure to the benefit of the parties hereto, their grantees, successors, heirs and/or assigns and shall run with the land so that the same shall be binding on and inure to the benefit of all future owners of the Property. Any reference herein to the Grantee shall apply to all future grantees, successors, heirs and/or assigns of the Property.

9. This Agreement may be amended and modified only by an instrument in writing, executed by the parties hereto, or their successors and/or assigns.

10. This Agreement will be governed by and construed in accordance with the laws of the State of New Jersey.

11. This Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed as an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have signed this Agreement the day and year first written above.

WITNESS:

545 LAKE URBAN RENEWAL, LLC
A New Jersey Corporation

By: _____

Print Name: _____

Title: _____ (Print Name)

ATTEST:

CITY OF ASBURY PARK

LISA ESPOSITO, Municipal Clerk

HON. JOHN MOOR, Mayor

STATE OF NEW JERSEY

SS:

COUNTY OF MONMOUTH

I CERTIFY that on _____, 2023 before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared LISA ESPOSITO, and this person acknowledged under oath, to my satisfaction, that:

(a) This person is the City Clerk of the City of Asbury Park, a New Jersey Municipal Corporation, the maker named in the within instrument;

(b) This person is the attesting witness to the signing of this document by the proper corporate officer, who is the HON. JOHN MOOR, the Mayor of the City;

(c) This document was signed and delivered by the Corporation as its voluntary act, duly authorized by a proper Ordinance of the Mayor and City Council (Ordinance No. _____, adopted on _____, 2023);

(d) This person well and truly knows the corporate seal which was affixed to this document; and

(e) This person signed this proof to attest to the truth of these facts.

NOTARY PUBLIC

STATE OF NEW JERSEY, COUNTY OF MONMOUTH SS:

I CERTIFY that on _____, 2023, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared before CARTER SACKMAN, and this person acknowledged under oath, to my satisfaction, that:

(a) this person signed and delivered the foregoing document as Managing Member of 545 Lake Urban Renewal, LLC, a New Jersey Corporation (the “Entity”), the Entity named in this document; and

(b) this document was voluntarily signed and delivered on behalf of the Entity with proper authorization.

NOTARY PUBLIC

EXHIBIT “A”

Attachment: ROW Easement Agreement - 521 Lake Ave (f-k-a 545 Lake Ave) (11613412xA1E35) FINAL (2023-22 : Authorizing The City Of

DRESDNER ROBIN

DRESDNER ROBIN
1 EVERTRUST PLAZA, SUITE 901
JERSEY CITY, NJ 07302
201.217.9200
WWW.DRESDNERROBIN.COM

DR Project No. 10558-001
November 23, 2022

DEED DESCRIPTION

Proposed Franchise Area
Within the Lake Avenue Right-of-Way
Adjacent to Lot 4.02 in Block 3105
City of Asbury Park, Monmouth County, New Jersey

LOCATION OF PROPOSED STAIRWAY AND PLATFORM WITHIN THE LAKE AVENUE R.O.W.

BEGINNING at a point, said point being along the northerly side of Lake Avenue (75 feet wide) and a distance of 237.24 feet east of the intersection of the easterly line of Emory Street (100 feet wide) and the northerly line of Lake Avenue (75 feet wide) and running, thence;

1. Along said northerly line of Lake Avenue, North 62 degrees 17 minutes 27 seconds East, 35.11 feet, thence;
2. South 27 degrees 42 minutes 33 seconds East, 11.39 feet, thence;
3. South 62 degrees 17 minutes 27 seconds West, 10.38 feet, thence;
4. North 27 degrees 42 minutes 33 seconds West, 8.69 feet, thence;
5. South 62 degrees 17 minutes 27 seconds West, 24.73 feet, thence;
6. North 27 degrees 42 minutes 33 seconds West, 2.70 feet, to the herein described point and place of BEGINNING.

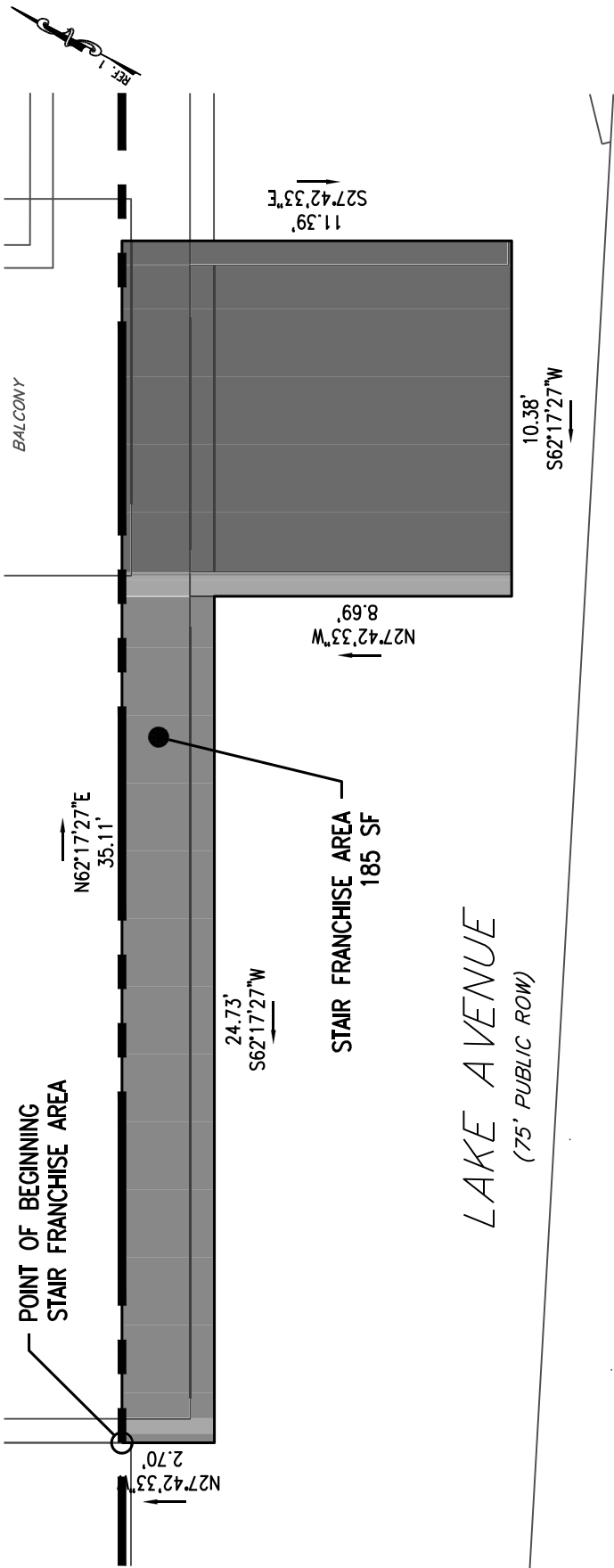
Containing 185 square feet.

This description was prepared in accordance with a map titled "Exhibit A-2 Stair Franchise Area, 545 Lake Avenue" prepared by Dresdner Robin, dated November 23, 2022.

Greg S. Gloor
Professional Land Surveyor
NJ License No. 24GS03718900

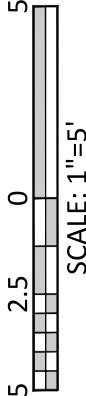
Date

EXHIBIT “B”



REFERENCES:

1. BOUNDARY AND EXISTING CONDITIONS ARE SHOWN FROM MAP TITLED "ALTA/NSPS LAND TITLE SURVEY, BLOCK 3105, LOT 4.02, TAX PLATE 31, 521 LAKE AVENUE" PREPARED BY MIDATLANTIC ENGINEERING PARTNERS, LLC, DATED 6/29/22.



GREG S. GLOOR
PROFESSIONAL LAND SURVEYOR
NJ LICENSE NUMBER 246503718900

DRESDNER ROBIN		OWNER / APPLICANT: COOKMAN COMMUNITY DEVELOPMENT URBAN RENEWAL, LLC 165 W 73RD STREET NEW YORK, NY 10023		PROJECT: 545 LAKE AVENUE		DRAWING NAME: EXHIBIT A-2 STAIR FRANCHISE AREA	
DRESDNER ROBIN ENVIRONMENTAL MANAGEMENT, LLC 1 EVERTRUST PLAZA, SUITE 901, JERSEY CITY, NJ 07302 TEL: 201.217.9200 FAX: 201.217.9607 NJ CERTIFICATE OF AUTHORIZATION: 246A27926000		LOCATION: 545 LAKE AVENUE BLOCK 3105, LOT 4.02 CITY OF ASBURY PARK MONMOUTH COUNTY, NEW JERSEY		DRAWN BY: CUC		CHECKED BY: GSG	
JERSEY CITY • FAIRFIELD • ASBURY PARK • CHERRY HILL		DATE: 11.23.2022		SCALE: 1"=5'		JOB NO: 10558-001	
						DRAWING NO: A-2	
						SHEET 02 OF 04	

EXHIBIT “C”

DRESDNER ROBIN

DRESDNER ROBIN
1 EVERTRUST PLAZA, SUITE 901
JERSEY CITY, NJ 07302
201.217.9200
WWW.DRESDNERROBIN.COM

DR Project No. 10558-001
November 23, 2022

DEED DESCRIPTION

Proposed Franchise Area
Within the Lake Avenue Right-of-Way
Adjacent to Lot 4.02 in Block 3105
City of Asbury Park, Monmouth County, New Jersey

LOCATION OF PROPOSED RAMP WITHIN THE LAKE AVENUE R.O.W.

BEGINNING at a point, said point being along the northerly side of Lake Avenue (75 feet wide) and a distance of 272.35 feet east of the intersection of the easterly line of Emory Street (100 feet wide) and the northerly line of Lake Avenue (75 feet wide) and running, thence;

1. Along said northerly line of Lake Avenue, North 62 degrees 17 minutes 27 seconds East, 47.18 feet, thence;
2. South 27 degrees 42 minutes 33 seconds East, 10.22 feet, thence;
3. South 62 degrees 17 minutes 27 seconds West, 5.67 feet, thence;
4. South 49 degrees 05 minutes 13 seconds West, 21.68 feet, thence;
5. South 24 degrees 27 minutes 32 seconds East, 0.10 feet, thence;
6. South 65 degrees 32 minutes 28 seconds West, 17.53 feet, thence;
7. North 41 degrees 25 minutes 06 seconds West, 0.26 feet, thence;
8. North 48 degrees 34 minutes 54 seconds East, 39.47 feet, thence;
9. North 27 degrees 42 minutes 33 seconds West, 1.97 feet, thence;
10. South 62 degrees 17 minutes 27 seconds West, 41.18 feet, thence;
11. North 27 degrees 42 minutes 33 seconds West, 2.70 feet, to the herein described point and place of BEGINNING.

Containing 338 square feet.

This description was prepared in accordance with a map titled "Exhibit A-3 Ramp Franchise Area, 545 Lake Avenue" prepared by Dresdner Robin, dated November 23, 2022.

Greg S. Gloor
Professional Land Surveyor
NJ License No. 24GS03718900

Date

EXHIBIT “D”

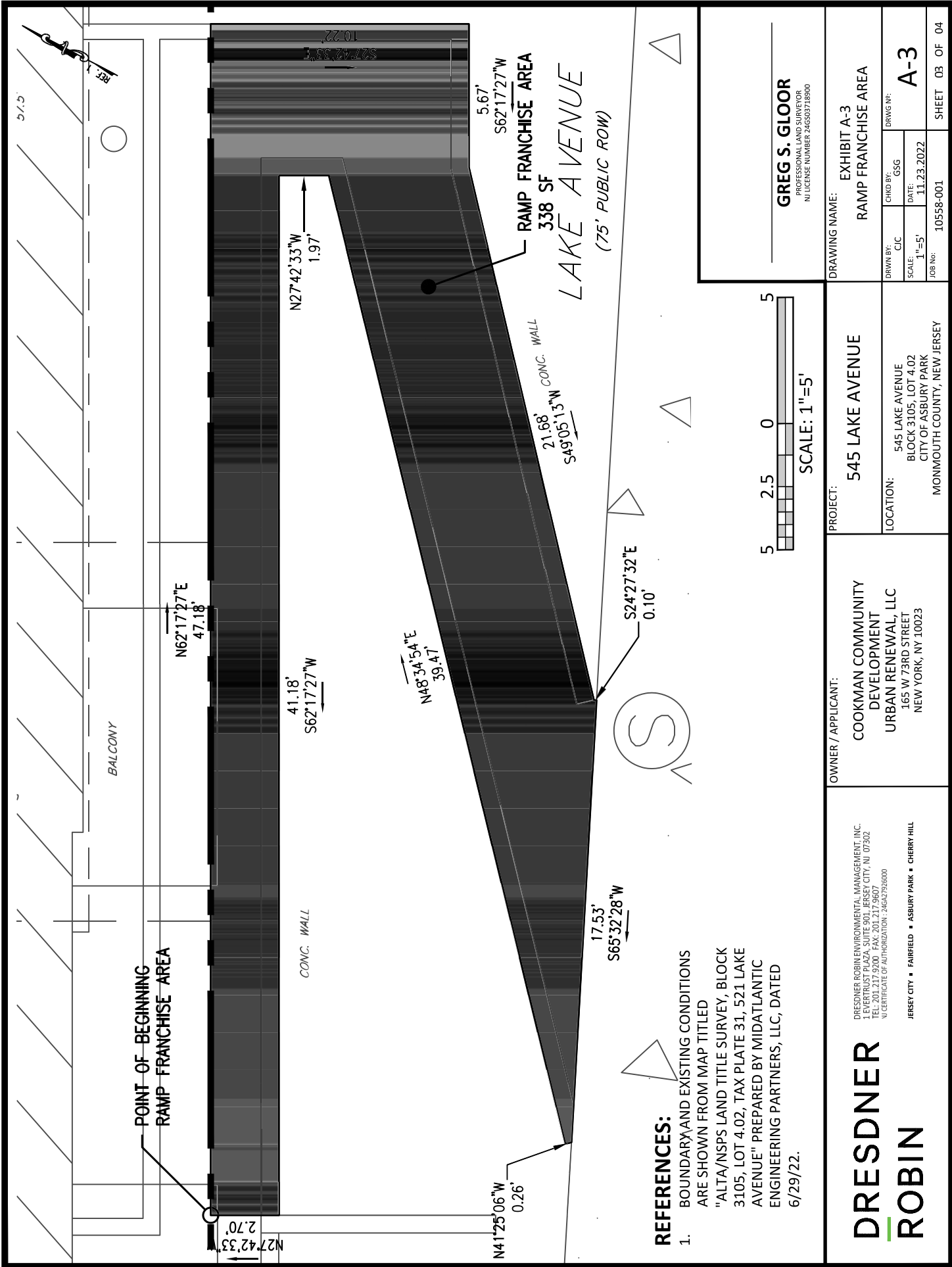


EXHIBIT “E”

DRESDNER ROBIN

DRESDNER ROBIN
1 EVERTRUST PLAZA, SUITE 901
JERSEY CITY, NJ 07302
201.217.9200
WWW.DRESDNERROBIN.COM

DR Project No. 10558-001
November 23, 2022

DEED DESCRIPTION

Proposed Franchise Area
Within the Lake Avenue Right-of-Way
Adjacent to Lot 4.02 in Block 3105
City of Asbury Park, Monmouth County, New Jersey

LOCATION OF PROPOSED PLANTER WITHIN THE LAKE AVENUE R.O.W.

BEGINNING at a point, on the northerly side of Lake Avenue (75 feet wide), said point lying North 62 degrees 17 minutes 27 seconds east, 197.22 feet from the intersection of the easterly line of Emory Street (100 feet wide) and the northerly line of Lake Avenue (75 feet wide) and running, thence;

1. Along said northerly line of Lake Avenue, North 62 degrees 17 minutes 27 seconds East, 24.64 feet, thence;
2. South 27 degrees 42 minutes 33 seconds East, 2.77 feet, thence;
3. South 62 degrees 17 minutes 27 seconds West, 24.64 feet, thence;
4. North 27 degrees 42 minutes 33 seconds West, 2.77 feet, to the herein described point and place of BEGINNING.

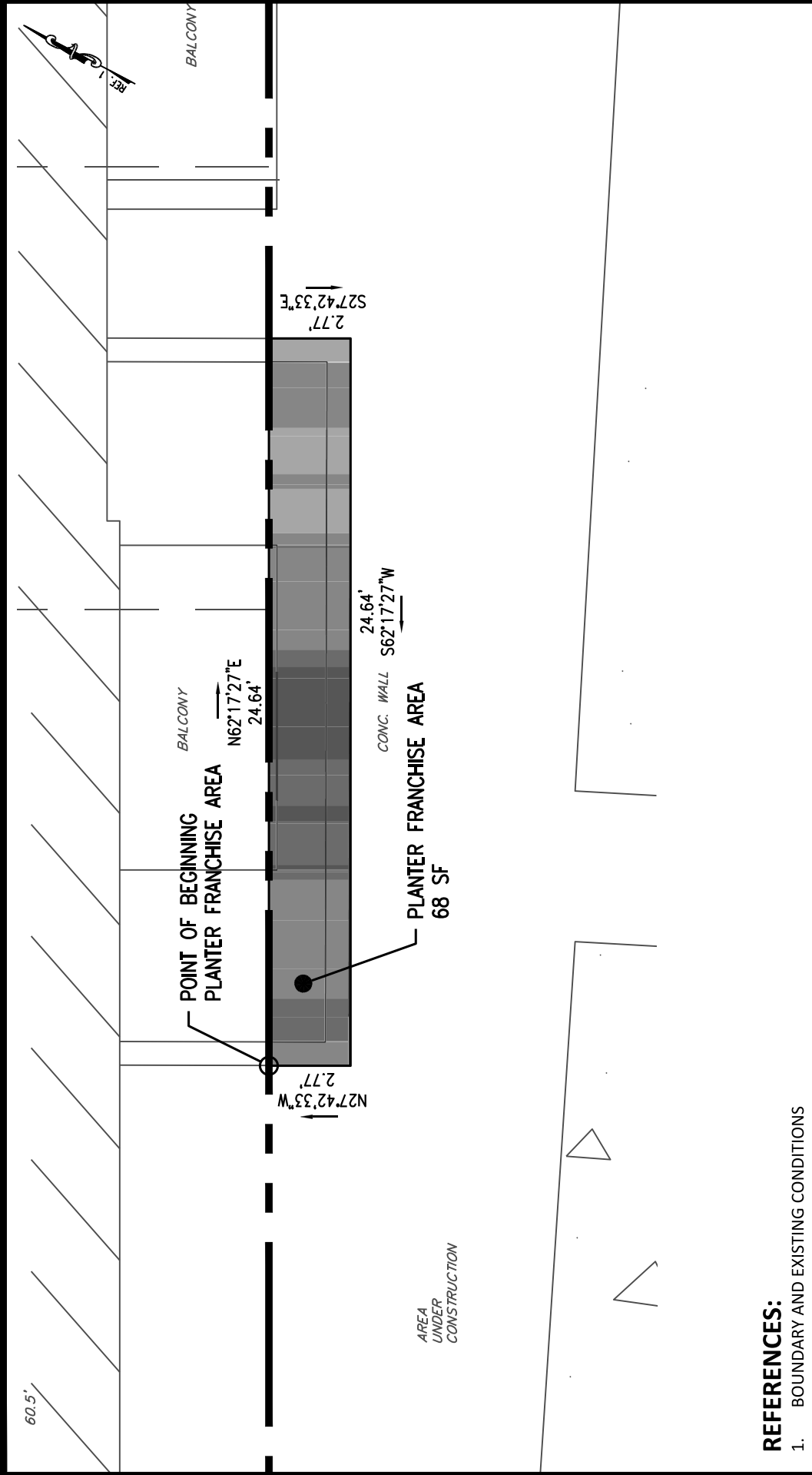
Containing 68 square feet.

This description was prepared in accordance with a map titled "Exhibit A-4 Planter Franchise Area, 545 Lake Avenue" prepared by Dresdner Robin, dated November 23, 2022.

Greg S. Gloor
Professional Land Surveyor
NJ License No. 24GS03718900

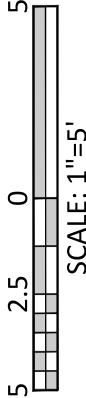
Date

EXHIBIT “F”



REFERENCES:

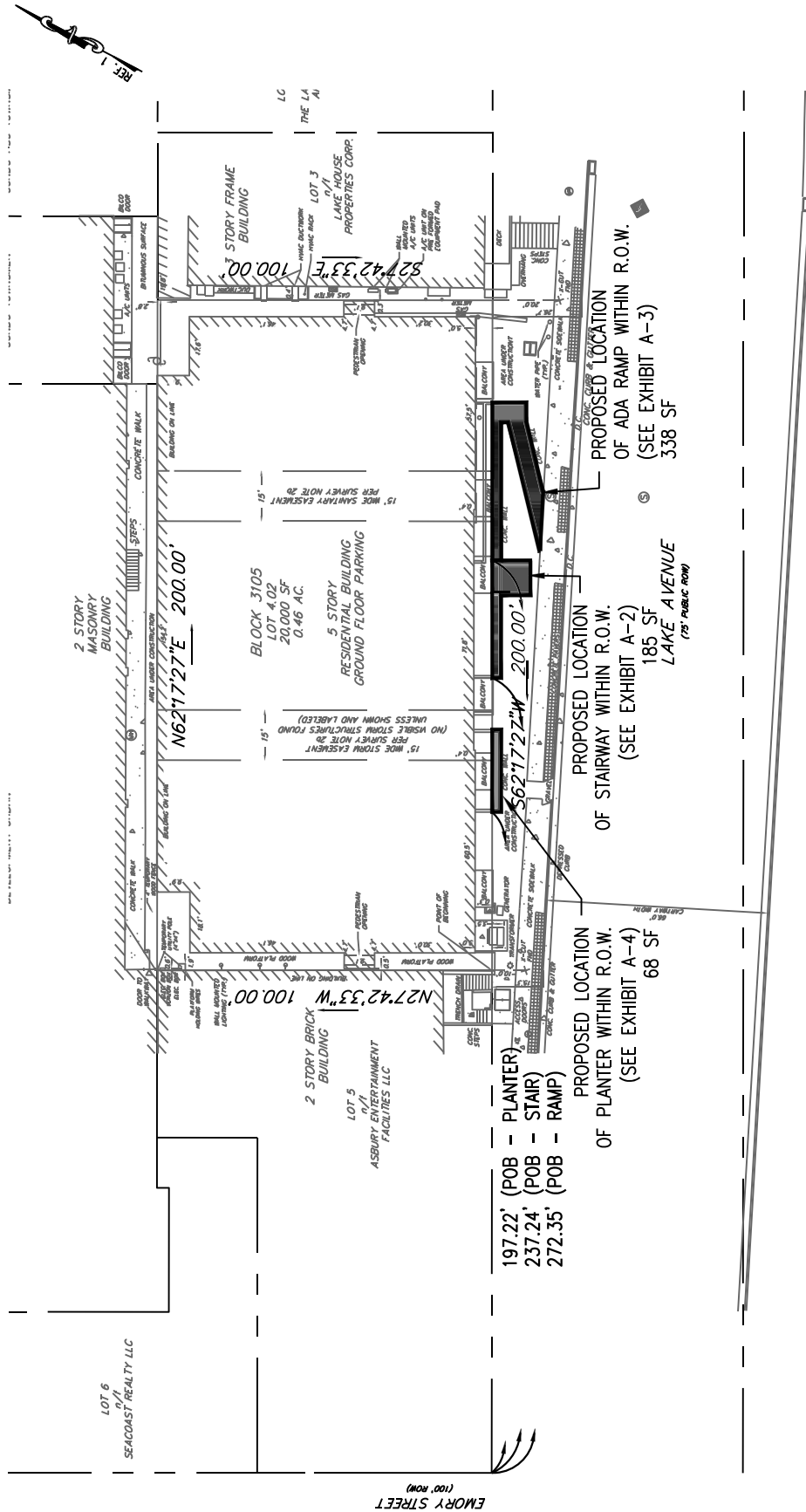
1. BOUNDARY AND EXISTING CONDITIONS ARE SHOWN FROM MAP TITLED "ALTA/NSPS LAND TITLE SURVEY, BLOCK 3105, LOT 4.02, TAX PLATE 31, 521 LAKE AVENUE" PREPARED BY MIDATLANTIC ENGINEERING PARTNERS, LLC, DATED 6/29/22.



GREG S. GLOOR
PROFESSIONAL LAND SURVEYOR
NJ LICENSE NUMBER 246503718900

DRESDNER ROBIN		OWNER / APPLICANT: COOKMAN COMMUNITY DEVELOPMENT URBAN RENEWAL, LLC 165 W 73RD STREET NEW YORK, NY 10023		PROJECT: 545 LAKE AVENUE		DRAWING NAME: EXHIBIT A-4 PLANTER FRANCHISE AREA	
DRESDNER ROBIN ENVIRONMENTAL MANAGEMENT, INC. 1 EVERTRUST PLAZA, SUITE 901, JERSEY CITY, NJ 07302 TEL: 201.217.9200 FAX: 201.217.9807 NJ CERTIFICATE OF AUTHORIZATION: 246A27926000		LOCATION: 545 LAKE AVENUE BLOCK 3105, LOT 4.02 CITY OF ASBURY PARK MONMOUTH COUNTY, NEW JERSEY		DRAWN BY: CUC		CHECKED BY: GSG	
JERSEY CITY • FAIRFIELD • ASBURY PARK • CHERRY HILL		DATE: 11.23.2022		SCALE: 1"=5'		JOB NO: 10558-001	
						SHEET 04 OF 04	

EXHIBIT “G”



REFERENCES:

1. BOUNDARY AND EXISTING CONDITIONS ARE SHOWN FROM MAP TITLED "ALTA/NSPS LAND TITLE SURVEY, BLOCK 3105, LOT 4.02, TAX PLATE 31, 521 LAKE AVENUE" PREPARED BY MIDATLANTIC ENGINEERING PARTNERS, LLC, DATED 6/29/22.

**DRESDNER
ROBIN**

DRESDNER ROBIN ENVIRONMENTAL MANAGEMENT, INC.
1 EVERTRUST PLAZA, SUITE 900, JERSEY CITY, NJ 07302
TEL: 201.217.9700 FAX: 201.217.9807
NJ CERTIFICATE OF AUTHORIZATION: 246A27926000

JERSEY CITY • FAIRFIELD • ASBURY PARK • CHERRY HILL

OWNER / APPLICANT:

COOKMAN COMMUNITY
DEVELOPMENT
URBAN RENEWAL, LLC
165 W 73RD STREET
NEW YORK, NY 10023

PROJECT:

545 LAKE AVENUE

LOCATION:
545 LAKE AVENUE
BLOCK 3105, LOT 4.02
CITY OF ASBURY PARK
MONMOUTH COUNTY, NEW JERSEY

GREG S. GLOOR
PROFESSIONAL LAND SURVEYOR
NJ LICENSE NUMBER 246S03718900

DRAWING NAME: EXHIBIT A-1

RAMP AND STAIR FRANCHISE
AREAS - OVERALL

DRAWN BY: CUC
CHECKED BY: GSG
DATE: 11.23.2022
JOB NO: 10558-001

A-1

SHEET 01 OF 04

EXHIBIT “H”



**Asbury Park, New Jersey
ORDINANCE NO. 2023-23**

**ORDINANCE OF THE CITY OF ASBURY PARK AMENDING AND
SUPPLEMENTING CHAPTER 8, ENTITLED “TAXICABS, LIVERIES AND VALET
PARKING.”**

WHEREAS, the City of Asbury Park (the “City”) previously established Chapter 8, entitled “Taxicabs, Liveries, Pedicabs and Valet Parking,” of “The Code of the City of Asbury Park” (also referenced as the “City Code”); and

WHEREAS, the Mayor and Council of the City wish to revise Chapter 8 in certain limited respects in order to permit the operation of pedicabs on an annual basis as a concession through the competitive contracting process under the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-4.1, *et seq.*, at the sole discretion of the Governing Body.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, that Chapter 8, entitled “Taxicabs, Liveries and Valet Parking,” of “The Code of the City of Asbury Park,” is hereby amended as follows (additions are shown with underline; deletions are shown with ~~strikeout~~):

Chapter 8. Taxicabs, Liveries and Valet Parking

Article IV. Pedicabs

§ 8-39. DEFINITIONS.

As used in this article:

PEDICAB

Shall mean a wheeled device that (1) contains three or more wheels; (2) is designed to transport passengers and be propelled by muscular power using pedals; (3) is designed to accommodate no more than 15 passengers in addition to the driver; (4) is operated for

hire; and (5) if equipped with a motor, is equipped with an electric motor that meets the classifications of a class 1 or class 2 low-speed electric bicycle. A pedicab shall not be considered a motor vehicle or a motorcycle.

§ 8-40. OPERATION OF PEDICAB BUSINESS.

- a. The Governing Body may, in its sole discretion, permit the operation of a pedicab business on an annual basis as a “concession” pursuant to the competitive contracting process authorized under the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-4.1, et seq.
- b. If the operation of a pedicab business is authorized by the Governing Body in any given year pursuant to subsection “a” above, then all of the terms, conditions and regulations pertaining to the operation of the pedicab business shall be set forth in the Request for Proposals and/or contract associated with said concession.

BE IT FURTHER ORDAINED, that all other provisions of Chapter 8 of the City Code which are not referenced in this Ordinance shall remain unaffected/unchanged and remain in full force and effect.

BE IT FURTHER ORDAINED, that all parts and provisions of any Ordinance which are inconsistent with the provisions of this Ordinance shall be repealed to the extent of such inconsistency.

BE IT FURTHER ORDAINED, that the provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.

BE IT FURTHER ORDAINED, that this Ordinance shall take effect upon final passage and publication in accordance with the law, following the required twenty (20) day period after adoption, as set forth in N.J.S.A. 40:69A-181(b).

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2023-23 which was finally adopted by the City Council at a meeting held on the 14th day of June, 2023

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 14, 2023
RESOLUTION SUMMARY

2023-318

2023 Calendar Year Budget Amendment



RESOLUTION NO. 2023-318

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

RESOLUTION TO AMEND THE 2023 CALENDAR YEAR BUDGET

WHEREAS, the local municipal budget for the calendar year 2023 was approved on the 10th day of May , 2023; and

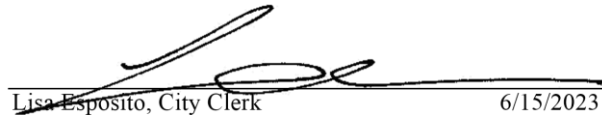
WHEREAS, the public hearing on said budget has been held as advertised; and

WHEREAS, it is desired to amend said approved budget.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Asbury Park, County of Monmouth, New Jersey, that the attached amendments to the approved budget for the calendar year 2023 be made.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-318 which was finally adopted by the City Council at a meeting held on the 14th day of June, 2023

CERTIFIED BY ME THIS 15th DAY OF June, 2023.


Lisa Esposito, City Clerk 6/15/2023

LISA ESPOSITO
CITY CLERK

	<u>From</u>	<u>To</u>
Current Fund - Appropriations		
8. General Appropriations		
(A) Operations within "CAPS"		
Employee Group Insurance		
Other Expenses	5,200,000.00	5,148,000.00
Total Operations (Item 8A) within "CAPS"	40,187,736.00	40,135,736.00
Total Operations Including Contingent within "CAPS"	40,187,736.00	40,135,736.00
Detail:		
Other Expenses	16,662,375.00	16,610,375.00
	<u>From</u>	<u>To</u>
(H-1) Total General Appropriations for Municipal Purposes within "CAPS"	47,637,688.27	47,585,688.27
(A) Operations Excluded from "CAPS"		
Insurance - Employee Group Insurance	549,243.00	601,243.00
Total Other Operations Excluded from "CAPS"	1,464,455.12	1,516,455.12
Total Operations-Excluded from "CAPS"	3,922,496.20	3,974,496.20
Detail:		
Other Expenses	3,922,496.20	3,974,496.20
	<u>From</u>	<u>To</u>
(H-2) Total General Appropriations for Municipal Purposes Excluded from "CAPS"	7,624,517.20	7,676,517.20
(O) Total General Appropriations-Excluded from "CAPS"	7,624,517.20	7,676,517.20
(L) Subtotal General Appropriations (Items (H-1) and (O))	55,262,205.47	55,262,205.47
9. TOTAL GENERAL APPROPRIATIONS	\$ 55,639,505.27	\$ 55,639,505.27

BE IT FURTHER RESOLVED that two certified copies of this resolution be filed forthwith in the office of the Director of Local Government Services for his certification of the 2023 Local Municipal Budget, so amended.

IT IS HEREBY CERTIFIED that this is a true copy of a resolution amending the Budget, adopted by the governing body on the 14th of June, 2023.



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 14, 2023
RESOLUTION SUMMARY

2023-319

2023 Municipal Budget Adoption Resolution

**RESOLUTION NO. 2023-319**

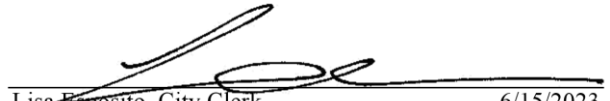
**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION TO ADOPT THE 2023 MUNICIPAL BUDGET

Adoption of the 2023 Municipal Budget

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-319 which was finally adopted by the City Council at a meeting held on the 14th day of June, 2023

CERTIFIED BY ME THIS 15th DAY OF June, 2023.



Lisa Esposito, City Clerk 6/15/2023

LISA ESPOSITO
CITY CLERK

SECTION 2 - UPON ADOPTION FOR YEAR 2023

Be it Resolved by the COUNCIL MEMBERS RESOLUTION of the CITY
of ASBURY PARK, County of MONMOUTH that the budget hereinbefore set forth is hereby
adopted and shall constitute an appropriation for the purposes stated of the sums therein set forth as appropriations, and authorization of the amount of:

- (a) \$ 16,066,219.29

(Item 2 below) for municipal purposes, and
- (b) \$ -

(Item 3 below) for school purposes in Type I School Districts only (N.J.S.A. 18A:9-2) to be raised by taxation and,
- (c) \$ -

(Item 4 below) to be added to the certificate of amount to be raised by taxation for local school purposes in
Type II School Districts only (N.J.S.A. 18A:9-3) and certification to the County Board of Taxation of
the following summary of general revenues and appropriations.
- (d) \$ -

(Sheet 43) Open Space, Recreation, Farmland and Historic Preservation Trust Fund Levy
- (e) \$ -

(Sheet 44) Arts and Culture Trust Fund Levy
- (f) \$ 827,707.12

(Item 5 Below) Minimum Library Tax

RECORDED VOTE
(Insert last name)

Ayes

Nays

Abstained

Absent

SUMMARY OF REVENUES			
1. General Revenues			
Surplus Anticipated	08-100	\$	6,350,000.00
Miscellaneous Revenues Anticipated	13-099	\$	32,375,578.86
Receipts from Delinquent Taxes	15-499	\$	20,000.00
2. AMOUNT TO BE RAISED BY TAXATION FOR MUNICIPAL PURPOSED (Item 6(a), Sheet 11)	07-190	\$	16,066,219.29
3. AMOUNT TO BE RAISED BY TAXATION FOR SCHOOLS IN TYPE I SCHOOL DISTRICTS ONLY:			
Item 6, Sheet 42	07-195	\$	-
Item 6(b), Sheet 11 (N.J.S.A. 40A:4-14)	07-191	\$	-
TOTAL AMOUNT TO BE RAISED BY TAXATION FOR SCHOOLS IN TYPE I SCHOOL DISTRICTS ONLY		\$	-
4. To Be Added TO THE CERTIFICATE FOR THE AMOUNT TO BE RAISED BY TAXATION FOR SCHOOLS IN TYPE II SCHOOL DISTRICTS ONLY:			
Item 6(b), Sheet 11 (N.J.S.A. 40A:4-14)	07-191		
5. AMOUNT TO BE RAISED BY TAXATION MINIMUM LIBRARY TAX	07-192	\$	827,707.12
Total Revenues	13-299	\$	55,639,505.27

SUMMARY OF APPROPRIATIONS

5. GENERAL APPROPRIATIONS:	XXXXXX	XXXXXXXXXXXXXX
Within "CAPS"	XXXXXX	XXXXXXXXXXXXXX
(a & b) Operations Including Contingent	34-201	\$ 40,135,736.00
(e) Deferred Charges and Statutory Expenditures - Municipal	34-209	\$ 7,449,952.27
(g) Cash Deficit	46-885	\$ -
Excluded from "CAPS"	XXXXXX	XXXXXXXXXXXXXX
(a) Operations - Total Operations Excluded from "CAPS"	34-305	\$ 3,974,496.20
(c) Capital Improvements	44-999	\$ 1,000,000.00
(d) Municipal Debt Service	45-999	\$ 2,675,021.00
(e) Deferred Charges - Municipal	46-999	\$ 27,000.00
(f) Judgments	37-480	\$ -
(n) Transferred to Board of Education for Use of Local Schools (N.J.S.A. 40:48-17.1 & 17.3)	29-405	\$ -
(g) Cash Deficit	46-885	\$ -
(k) For Local District School Purposes	29-410	\$ -
(m) Reserve for Uncollected Taxes	50-899	\$ 377,299.80
6. SCHOOL APPROPRIATIONS - TYPE I SCHOOL DISTRICT ONLY (N.J.S.A. 40A:4-13)	07-195	
Total Appropriations	34-499	\$ 55,639,505.27

It is hereby certified that the within budget is a true copy of the budget finally adopted by resolution of the Governing Body on the _____ day of _____, 2023. It is further certified that each item of revenue and appropriation is set forth in the same amount and by the same title as appeared in the 2023 approved budget and all amendments thereto, if any, which have been previously approved by the Director of Local Government Services.

Certified by me this _____ day of _____, 2023, _____, Clerk

Signature



Minutes
Meeting of the Municipal Council
Wednesday, June 14, 2023
REGULAR MEETING

Executive Session - 4:00 p.m.

2023-259 Resolution Authorizing a meeting which excludes the public

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

Workshop Session - 6:00 p.m.

Call to Order/Roll Call

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

City Clerk Lisa Esposito called the meeting to order at 6:08 PM.

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

SPECIAL EVENT APPLICATIONS:

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

ITEMS TO BE PRESENTED:

1. Presentation by Asbury Park Apartments and Resorts, LLC for redevelopment of 201 Sixth Avenue (Block 4201, Lots 2, 6, and 7)
Kevin Kennedy, Attorney of Asbury Park Apartments and Resorts, LLC presented a proposed multi-family residential building project for property located at 201 Sixth Avenue.

Matters from City Council

Council member Ahbez-Anderson had no matters at this time

Council member Chapman stated, I just want to let you know that the Music Monday concerts in Springwood Park begin on June 26th. The first concert is Ray Goodman, and Brown along with the Sons of Asbury Park, Nicky Addeo and Leon Trent. I also want you to know that the concert band which plays on Thursday nights and used to play on the boardwalk and then in Bradley Park will now be at the Arthur Pryor Bandshell above Robinsons Ale House for the summer and they haven't played up there. They did a couple days last year, but this will be the first time they will be there for the entire summer. It is a very long time so we're very excited, thank you.

Council Member Clayton stated, I just want to let everybody know that this weekend is Juneteenth. So there is a legal holiday on Monday and on the 17th we will be celebrating Juneteenth in Springwood Park with a number of activities. Also this week we're celebrating North2Shore with a number of events happening in Asbury Park of arts and music, so if you go to northtoshore.com. It'll give you a complete list of all the activities that are happening in the City this week, thank you.

Deputy Mayor Quinn stated, I am going to piggy back on Eileen, Asbury has free music four nights a week in Asbury Park starting at the end of June. Monday night is Music Monday, one of my favorite events, Tuesdays at the Turf Club, Wednesday is Asbury Live which is free music by the stage they built next to Watermark and MOGO, and then Thursday is the concert series. So, four nights a week in Asbury Park throughout the summer you are going to get professional free music.

Mayor Moor stated, on Friday, June 2nd, I attended the annual valor awards for the Two Hundred Club. Two of Asbury Park's Police Officers received recognition. There is certificate recognition and the accommodation on merit and the most important one, the most prestigious one is valor. Both Officer Michael Hand and Officer Vincent Gargiulo from Asbury Park received the valor award for action they took last year in apprehending an armed suspect, disarming him and brining the fiasco to a halt with nobody getting hurt. They were honored and it was a pleasure to be there and see our Police Department be honored. That is all, thank you.

Matters from City Manager

City Manager, Donna Viero had no matters at this time.

Matters from City Attorney

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

PUBLIC PARTICIPATION

A motion was made by Council member Chapman and seconded by Council member Ahbez-Anderson to open the meeting to the public. All were in favor. The following members of the public spoke: Pat McGheehan made a comment about the Asbury Park and Resorts, LLC presentation; Rita Marano made a comment about hedges on public property, Polli Schildge, Michael Krishner, Briana Long, and Bebe Jin all made comments regarding road closures and 6th Avenue railroad crossing; Sylvia Sylvia made a comment regarding North to Shore music event and 6th Avenue railroad crossing; and Ron Angeles made a comment regarding Superpedestrian scooters. A motion to close the meeting to the public was made by Mayor Moor and seconded by Council member Chapman. All were in favor.

MINUTES

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

1. Municipal Council- Executive Meeting May 24, 2023 4:00 PM
2. Municipal Council - Regular Meeting - May 24, 2023 6:00 PM

CONSENT AGENDA RESOLUTIONS

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

- 2023-260 Resolution Approving Special Event Applications
- 2023-261 Resolution to Refund Overpaid Property Taxes 3706/4 504 Eighth Avenue
- 2023-262 Resolution Authorizing the Disposition of Surplus Property
- 2023-263 Resolution Approving 2023-2024 Alcoholic Beverage Control License for PF, LLC d/b/a/ Garcia Liquors/Tapatia in the City of Asbury Park, County of Monmouth, New Jersey
- 2023-264 Resolution Approving 2023-2024 Alcoholic Beverage Control License for Akshay Enterprises-d/b/a/ Main Liquors in the City of Asbury Park, County of Monmouth, New Jersey

- 2023-265 Resolution Approving 2023-2024 Alcoholic Beverage Control License for Ohana Kitschen Company-d/b/a/ The Break, Low Dive, Aloha Market in the City of Asbury Park, County of Monmouth, New Jersey
- 2023-266 Resolution Approving 2023-2024 Alcoholic Beverage Control License for 601-603 Liquor License Partnership, LLC, -d/b/a/ Barrio Costero in the City of Asbury Park, County of Monmouth, New Jersey
- 2023-267 Resolution Approving 2023-2024 Alcoholic Beverage Control License for Cookman Limited Liability Co. , -d/b/a/ Brandos Restaurant in the City of Asbury Park, County of Monmouth, New Jersey
- 2023-268 Resolution Approving 2023-2024 Alcoholic Beverage Control License for Cookman Restaurant Group, LLC d/b/a/ Cross & Orange in the City of Asbury Park, County of Monmouth, New Jersey
- 2023-269 Resolution Approving 2023-2024 Alcoholic Beverage Control License for Asbury Two Liquor License, LLC in the City of Asbury Park, County of Monmouth, New Jersey
- 2023-270 Resolution Approving A Liquor License Renewal With Special Conditions For Steinbach Liquor License, LLC Trading As- Asbury Ale House/ Lola's Cafe/ The Bonney Read Relating To License Number 1303-33-017-012, For The 2023-2024 Licensing Term.
- 2023-271 Resolution Approving 2023-2024 Alcoholic Beverage Control License for AP Restaurant 1 LLC-d/b/a/ Stella Marina in the City of Asbury Park, County of Monmouth, New Jersey
- 2023-272 Resolution Approving 2023-2024 Alcoholic Beverage Control License for AP Restaurant II-d/b/a/ Watermark in the City of Asbury Park, County of Monmouth, New Jersey
- 2023-273 Resolution Approving 2023-2024 Alcoholic Beverage Control License for Stone Pony Liquor License , LLC-d/b/a/ The Stone Pony in the City of Asbury Park, County of Monmouth, New Jersey
- 2023-274 Resolution Approving 2023-2024 Alcoholic Beverage Control License for RBAR AP, LLC in the City of Asbury Park, County of Monmouth, New Jersey
- 2023-275 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 2023-2024 Licensing Year
- 2023-276 Resolution Approving 2023-2024 Alcoholic Beverage Control License for 1411 Kingsley Street, LLC, the City of Asbury Park, County of Monmouth, New Jersey
- 2023-277 Resolution Approving 2023-2024 Alcoholic Beverage Control License for TBD, Inc.-d/b/a/ Taka Restaurant in the City of Asbury Park, County of Monmouth, New Jersey

- 2023-278 Resolution Approving 2023-2024 Alcoholic Beverage Control License for Raspberry Moon, Inc.-d/b/a/ Moonstruck Restaurant & lounge in the City of Asbury Park, County of Monmouth, New Jersey
- 2023-279 Resolution Approving 2023-2024 Alcoholic Beverage Control License for AP Restaurant V LLC, in the City of Asbury Park, County of Monmouth, New Jersey
- 2023-280 Resolution Approving 2023-2024 Alcoholic Beverage Control License for 1101 Ocean Ave Venture, LLC in the City of Asbury Park, County of Monmouth, New Jersey
- 2023-281 Resolution Approving 2023-2024 Alcoholic Beverage Control License for AP Thirty Property Holdings, LLC-d/b/a/ Convention Hall Concessions (Beach Bar) in the City of Asbury Park, County of Monmouth, New Jersey
- 2023-282 Resolution Approving 2023-2024 Alcoholic Beverage Control License for ABG Liquor Holdings, LLC-d/b/a/ Asbury Festhalle & Biergarten in the City of Asbury Park, County of Monmouth, New Jersey
- 2023-283 Resolution Approving a Liquor License with Special Conditions for Johnny Mac House of Spirits, LLC d/b/a Johnny Mac's for the 2023-2024 Licensing Year
- 2023-284 Resolution Approving 2023-2024 Alcoholic Beverage Control License for Iconic Saint Laurent, AP Drink LLC d/b/a Tides in the City of Asbury Park, County of Monmouth, New Jersey
- 2023-285 Resolution Approving 2023-2024 Alcoholic Beverage Control License for House of Independents, LLC in the City of Asbury Park, County of Monmouth, New Jersey
- 2023-286 Resolution Approving 2023-2024 Alcoholic Beverage Control License for Hemmings at Asbury, LLC.-d/b/a/ Pascal & Sabine in the City of Asbury Park, County of Monmouth, New Jersey
- 2023-287 Resolution Approving 2023-2024 Alcoholic Beverage Control License for McLoone's Asbury Park, LLC.-d/b/a/ The Robinson Ale House/Supper Club/Iron Whale Restaurant in the City of Asbury Park, County of Monmouth, New Jersey
- 2023-288 Resolution Approving 2023-2024 Alcoholic Beverage Control License for AP Restaurant III , LLC-d/b/a/ The Wonder Bar in the City of Asbury Park, County of Monmouth, New Jersey
- 2023-289 Resolution Approving 2023-2024 Alcoholic Beverage Control License for Asbury F&B , LLC-d/b/a/ The Berkeley Hotel in the City of Asbury Park, County of Monmouth, New Jersey

- 2023-290 Resolution Approving 2023-2024 Alcoholic Beverage Control License for Pettibone Paradise, LLC, d/b/a Empress Hotel/Paradise in the City of Asbury Park, County of Monmouth, New Jersey
- 2023-291 Resolution Approving 2023-2024 Alcoholic Beverage Control License for 210 5th Ave. Venture Urban Renewal, LLC, D/B/A The Asbury Hotel in the City of Asbury Park, County of Monmouth, New Jersey
- 2023-292 Resolution Approving 2023-2024 Alcoholic Beverage Control License for 934 SHIV, LLC.-d/b/a/ Lush in the City of Asbury Park, County of Monmouth, New Jersey
- 2023-293 Resolution Approving 2023-2024 Alcoholic Beverage Control License for SRI Sarawati, Inc-d/b/a/ Mak on Main Liquors in the City of Asbury Park, County of Monmouth, New Jersey
- 2023-294 Resolution Approving 2023-2024 Alcoholic Beverage Control License for 614 Liquor License, LLC in the City of Asbury Park, County of Monmouth, New Jersey
- 2023-295 Resolution Approving 2023-2024 Alcoholic Beverage Control License for 1211 Main Street, LLC in the City of Asbury Park, County of Monmouth, New Jersey

INDIVIDUAL RESOLUTIONS

- 2023-296 Resolution Approving Payment of Bills

RESULT:	ADOPTED [3 TO 1]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Angela Ahbez-Anderson, Councilmember
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Yvonne Clayton
NAYS:	John Moor
AWAY:	Amy Quinn

- 2023-297 Resolution Authorizing the Purchase of an Evidential Breath Test System for the Police Department

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

- 2023-298 Resolution Authorizing the Purchase of Parts & Materials Needed for Repairs to the Elgin Street Sweeper

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

2023-299 Resolution Authorizing the Purchase of Replacement Valves Needed at the Wastewater Treatment Plant

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

2023-300 Resolution Authorizing the Purchase and Installation of ADA Approved Railing at the Transportation Center

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

2023-301 Resolution Authorizing the Purchase of a Dumpster for the Wastewater Treatment Plant

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

2023-302 Resolution Authorizing the Purchase and Installation of Thickener Return Pipe at the Sewer Plant

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

2023-303 Resolution Authorizing the Repairs of Influent Pump #2 at the Sewer Plant

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

2023-304 Resolution Approving Change Order #1 for 2023 Pavement and Sidewalk Improvements Project

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

2023-305 Resolution Approving Change Order #1 for Memorial Drive Sanitary Sewer Improvements

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

2023-306 Resolution Approving Change Order 2 and 3 for Memorial Drive Improvements Project

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

2023-307 Resolution Approving Change Order #3 for Asbury & Ridge Avenue Traffic Signal Improvements

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

2023-308 Resolution Authorizing Hardware & Software Support Renewals for City-Wide Network Infrastructure

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

2023-309 Resolution Authorizing a Professional Services Contract to The Rodger's Group (Lexipol) for Police Training

RESULT:	DEFEATED [2 TO 3]
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Angela Ahbez-Anderson, Eileen Chapman
NAYS:	Yvonne Clayton, Amy Quinn, John Moor

2023-310 Resolution Awarding a Contract for Professional Service of Analysis of Impediments to Fair Housing Choice

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

2023-311 Resolution Authorizing the Award of a Contract for the Rideshare Program Concession

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

2023-312 Resolution Awarding Bid for Oxygen Generating System for the Fire Department

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

2023-313 Resolution Awarding a Bid for Kennedy Park Improvements

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

2023-314 Resolution Authorizing The City Of Asbury Park To Execute A Memorandum Of Understanding With Coastal Habitat For Humanity For The Purpose Of Utilizing The Vacant Lot Located At 1407 Mattison Avenue As A Community Garden

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

2023-315 Resolution Approving And/Or Ratifying The Execution Of A Hold Harmless And Indemnification Agreement With The Township Of Ocean Board Of Fire Commissioners, Fire District 2, Relating To The Temporary Use Of An Ambulance Owned By The City Of Asbury Park

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

2023-316 Resolution Extending The Time Period For The “CCRB Exploratory Committee” To Complete Its Work

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

2023-317 Resolution Appointing Members to the Rent Leveling Board

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

ORDINANCES

Introduction

2023-24 BOND ORDINANCE AMENDING AND SUPPLEMENTING BOND ORDINANCE NUMBER 2021-36 (WHICH PROVIDES FOR VARIOUS 2021 CAPITAL IMPROVEMENTS) HERETOFORE FINALLY ADOPTED BY THE CITY COUNCIL

OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY, ON JANUARY 26, 2022, AS AMENDED AND SUPPLEMENTED, TO INCREASE THE APPROPRIATION BY \$165,000

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 6/28/2023 6:00 PM
MOVER:	Eileen Chapman, Councilmember
SECONDER:	John Moor, Mayor
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

Second Reading /Public Hearing

3. Ordinance Of The City Of Asbury Park Amending And Supplementing Section 4-10, Entitled “Permits For Special Events,” Of Chapter 4, “General Licensing,” Of “The Code Of The City Of Asbury Park”

A motion to open 2023-15 to the public was made by Council member Chapman and seconded by Council member Clayton. All were favor. The following members of the public spoke: Rita Marano. A motion to close 2023-15 to the public was made by Mayor Moor and seconded by Council member Clayton. All were in favor.

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

4. Ordinance of the City of Asbury Park Amending Chapter VII of the Code of the City of Asbury Park Regarding Traffic Regulations to designate Sunset Drive One-Way

A motion to open 2023-21 to the public was made by Council member Chapman and seconded by Mayor Moor. All were favor. No members of the public spoke.

A motion to close 2023-21 to the public was made by Mayor Moor and seconded by Council member Chapman. All were in favor.

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

5. Ordinance Authorizing The City Of Asbury Park To Convey An Easement Over Certain Portions Of The Public Right-Of-Way Area Adjacent To The Property Located At 521 Lake Avenue (Block 3105, Lot 4.02), F/K/A 545 Lake Avenue (Block 3105, Lot 4).

A motion to open 2023-22 to the public was made by Council member Ahbez-Anderson and seconded by Deputy Mayor Quinn. All were favor. The following members of the public spoke: Rita

Marano. A motion to close 2023-22 to the public was made by Mayor Moor and seconded by Deputy Mayor Quinn. All were in favor.

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

6. Ordinance Of The City Of Asbury Park Amending And Supplementing Chapter 8, Entitled "Taxicabs, Liveries And Valet Parking."

A motion to open 2023-23 to the public was made by Deputy Mayor Quinn and seconded by Council member Chapman. All were favor. The following members of the public spoke: Rita Marano. A motion to close 2023-23 to the public was made by Mayor Moor and seconded by Council member Chapman. All were in favor.

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

2023 MUNICIPAL BUDGET PUBLIC HEARING

A motion to open the 2023 Municipal Budget Public Hearing was made by Council member Ahbez-Anderson and seconded by Council member Chapman. All were favor. The following members of the public spoke: Rita Marano. A motion to close the 2023 Municipal Budget Public Hearing was made by Deputy Mayor Quinn and seconded by Council member Chapman. All were in favor.

1. Resolution to Amend the 2023 Calendar Year Budget

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

2. Resolution to Adopt the 2023 Municipal Budget

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

ADJOURNMENT

The meeting was adjourned at 7:25 PM

A motion to close the meeting was made by Deputy Mayor Quinn and seconded Council member Chapman. Meeting adjourned at 7:25 PM.

Respectfully submitted by:

Lisa Esposito, City Clerk