



Agenda  
Meeting of the Municipal Council  
Wednesday, June 26, 2019  
WORK SESSION 6:00 PM

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Clerk to Call Meeting to Order

Silent Prayer/Moment of Reflection.

Salute to the Flag

Announcement by the City Clerk

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

Items for Review:

- A. City Manager's Report on Issues Raised at Prior Council Meeting(s)
- B. Special Event Applications
- C. Items to be presented by Director of Planning Michele Alonso
  - 1. Presentation by Michele Alonso, Director of Planning and Redevelopment, on removal of 405 Sewell Avenue (Block 3202, Lot 9) from the Scattered Site Redevelopment Program Phase 1A Redevelopment Plan
- D. Review of Agenda Items for June 26th Regular Meeting
- E. Matters from City Council
- F. Matters from City Manager
- G. Matters from City Attorney
- H. Regular Meeting begins at 7 p.m.

# SCATTERED SITE REDEVELOPMENT PROGRAM PHASE 1A



## REDEVELOPMENT PLAN

CITY OF ASBURY PARK  
MONMOUTH COUNTY, NEW JERSEY



PREPARED BY:



OCTOBER 2003



Agenda  
Meeting of the Municipal Council  
Wednesday, June 26, 2019  
REGULAR MEETING 7:00 PM

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

2019-229 Resolution Authorizing a meeting which excludes the public

A. Litigation

1. NJiiff Litigation Update by Eric Nemeth, Esquire
2. Robert Mckeon v. City of Asbury Park.
3. Mark Williams v. City of Asbury Park

B. Personnel

1. Kamil Warraich

C. Contract Negotiations

1. Amendments to the Waterfront Redevelopment Plan

D. Acquisition of Property

1. 929 Asbury Ave.

E. Attorney Client Privilege

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

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

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

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

notices are on file with the City Clerk.

E. Public Participation

F. Minutes

- Executive Minutes of June 12, 2019 4:00 PM
- Municipal Council-Work Session-June 12, 2019 6:00 PM
- Municipal Council-Regular Meeting-June 12, 2019 7:00PM

G. Consent Agenda Resolutions

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

2019-230 Award of Valet Parking Services for the City of Asbury Park

2019-231 Resolution Awarding a Professional Service Contract to Further Public Art

2019-241 Resolution Approving Special Event Applications

H. Individual Resolutions

2019-232 Resolution Approving Payment of Bills

2019-233 Rescinding Resolution 2019-219 and Authorizing the Purchase of an ATV for the Beach Department from Mt. Holly MotorSports

2019-234 Resolution Authorizing the Purchase of a Table-Top Tire Changer for the Department of Public Works

2019-235 Appointing the Firm of Kyle + McManmus Associates to Provide Affordable Housing Consultant Services for the City, and Authorizing the Execution of an Agreement for Professional Affordable Housing Services Associated Therewith.

2019-236 Resolution Authorizing Change Order Number 1 for the Construction of Basketball Court Project

2019-237 Resolution Authorizing the City of Asbury Park To Grant A Revocable License For Encroachment Over Certain Portions Of The Right-Of-Way Areas Adjacent To The Property Located At 623 Main Street And 810 Sewall Avenue (Block 2607, Lot 2), And Authorizing City Officials To Execute A License Agreement Associated Therewith.

2019-238 Resolution Approving 2019-2020 Liquor License Renewals

2019-239 Resolution to Approve Applying for Involuntary Disability Retirement for Kamil Warraich

2019-240 Resolution Approving 2019-2020 Liquor License Renewal for 1303-33-017-012 Steinbach Liquor Lic. LLC Trading as Asbury Ale House

I. Ordinances

1. Introduction

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

2019-26 An Ordinance Amending Salaries of Certain Employees within the City of Asbury Park, Monmouth County, NJ

2019-27 Ordinance of the City of Asbury Park Amending Chapter III Establishing Section 3-39: Use of Electric Scooters

2019-28 Ordinance of the City of Asbury Park Amending Chapter VIII Establishing Article IV: Valet Parking

2019-29 An Ordinance Amending Salaries of Certain Employees within the City of Asbury Park, Monmouth County, NJ

2. Second Reading/Public Hearing

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

J. Adjournment

**RESOLUTION NO. 2019-229****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 26, 2019 at 7:00 PM in the Council Chambers located at 1 Municipal Plaza, Asbury Park, New Jersey, that will be limited only to consideration of an items or items with respect to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

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

A. Litigation:

1. NJiiF Litigation Update by Eric Nemeth, Esquire.
2. Robert McKeon v. City of Asbury Park.
3. Mark Williams v. City of Asbury Park.

B. Personnel:

1. Kamil Warraich.

C. Contract Negotiations:

1. Amendments to the Waterfront Redevelopment Plan.

D. Acquisition of Property:

1. 929 Asbury Ave.

E. Attorney Client Privilege

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

MELODY HARTSGROVE  
DEPUTY CITY CLERK



## RESOLUTION NO. 2019-230

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

### **AWARD OF VALET PARKING SERVICES FOR THE CITY OF ASBURY PARK**

**WHEREAS**, the City of Asbury Park received sealed bids on June 5, 2019 to implement a valet parking program; and

**WHEREAS**, review of said bids is attached to this Resolution; and

**WHEREAS**, the Mayor and City Council hereby award the contract to LAZ Parking; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Asbury Park, County of Monmouth, State of New Jersey, authorizes the City Manager to enter into an agreement with LAZ Parking to implement a valet parking program within the City of Asbury Park at no cost to the City.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that a copy of this Resolution be provided to the City Clerk, Director of Transportation and City Manager.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-230 which was finally adopted by the City Council at a meeting held on the 26th day of June, 2019

CERTIFIED BY ME THIS 27th DAY OF June, 2019.

MELODY HARTSGROVE  
DEPUTY CITY CLERK



# Valet Services Proposal



## Request for Proposals

### Operation of Valet Parking Services Within the City of Asbury Park, New Jersey

June 5, 2019



333 West 39<sup>th</sup> Street  
Suite 602  
New York, NY 10018  
P: (212) 265.2239  
F: (212) 265.2136  
www.lazparking.com

June 5, 2019

Michael Manzella  
Director of Transportation  
City of Asbury Park  
1 Municipal Plaza  
Asbury Park, NJ 07712

Dear Mr. Manzella,

On behalf of the entire LAZ Parking organization, we are pleased to submit the enclosed Proposal for Valet Services at City of Asbury Park. LAZ Parking is uniquely suited to provide world-class parking operations and we are excited about the opportunity of working with you and your team.

At LAZ Parking, we wish to align our goals with yours and create a true partnership whereby our success is dependent upon producing real financial returns and superior service levels. As you will see in the Executive Summary, we have proposed a revenue share structure with a **\$20 fee to the customer, a \$2 revenue share to the City, a \$13 revenue share to the operator, and a \$5 revenue share to the space owner/provider (including City-procured spaces)**. This model promotes a results-driven operation where LAZ Parking is rewarded to the extent of maximizing the City's bottom line and customer service. We feel this exemplifies our dedication and desire to become your *Partner in Parking*.

At the forefront of our proposed program for the parking operations at City of Asbury Park is a relentless commitment to enhance customer service and measurable value. At LAZ, we often say, "It's not what we do, it's the way we do it." We understand that the parking operation at City of Asbury Park is the start and end to each parker's day.

LAZ Parking has the resources and support network in place to provide City of Asbury Park with timely and efficient service on a daily basis. In the New York/New Jersey region, LAZ Parking operates over 240 locations with a pool of over 850 employees. Included in our portfolio are the iStar lots in Asbury Park, 141 West Front Street for PRC in Red Bank, NJ, Avalon Bay development in Princeton, NJ, Harlow apartments for Advance Realty in Hoboken, NJ, Vantage Liberty Harbor North for Fisher Development in Jersey City, NJ and The Gateways for Onyx in Newark, NJ.

Upon review of the enclosed proposal, we would love the opportunity to meet with you in person and discuss this opportunity further. Please do not hesitate to contact me (917-355-8426).

Sincerely,

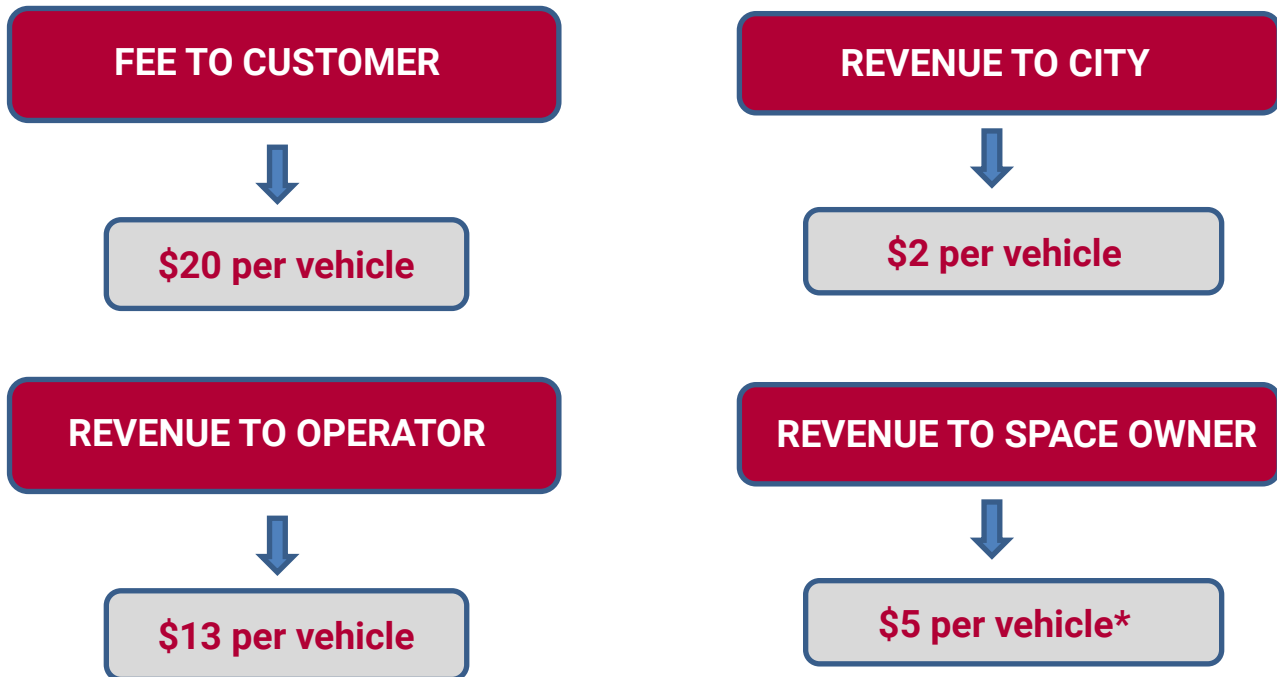
Nicholas Morris  
Business Development

Attachment: LAZ Parking - Asbury Downtown Centralized Valet Proposal (2019-230 : Award of Valet Parking Services)

## EXECUTIVE SUMMARY

LAZ Parking desires to create a true partnership with the City of Asbury Park. We believe that the proposed terms reflect our desire to achieve long-lasting value for the parking operation and our plan to produce tangible results. We are open and flexible to discussing different terms, knowing that in the end a partnership with LAZ Parking will achieve the most value for the location.

## DEAL TERMS

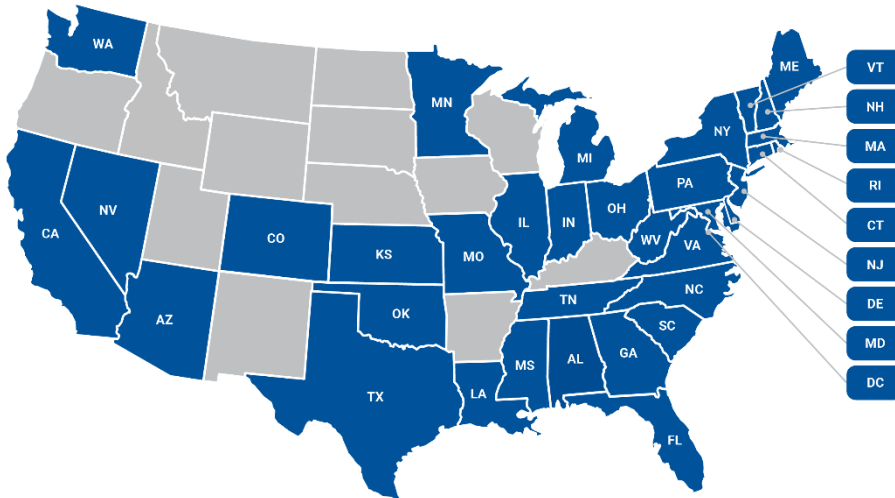


\*This includes City coordinated/owned/secured spaces (at the Bangs Ave Garage, Memorial Drive lot, etc).

## EXPERIENCE THE LAZ WAY

## PARTNERS IN PARKING™

LAZ Parking trademarked the phrase *"Partners in Parking"* because it best describes the essence of our company. We are not a typical parking management company. We are truly focused on providing the highest level of client and customer service partnered with a custom operating program that is site specific while exceeding the financial expectations of each of our client's parking assets. We are proactive rather than reactive, we are creative not complacent. We foster a working relationship that goes beyond a normal vendor relationship. We become your parking partner. We develop unique and innovative parking solutions to assist in making each parking operation we manage an overwhelming success.



| LAZ Parking Fast Facts           |                                                                                                                                                                                                     |
|----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Founded:</b>                  | 1981                                                                                                                                                                                                |
| <b>Number of Locations:</b>      | 3,050                                                                                                                                                                                               |
| <b>Number of Parking Spaces:</b> | 1,150,000                                                                                                                                                                                           |
| <b>Annual Managed Revenues:</b>  | \$1.4 Billion                                                                                                                                                                                       |
| <b>Number of Employees:</b>      | 12,500                                                                                                                                                                                              |
| <b>States / Cities:</b>          | 37 / 400                                                                                                                                                                                            |
| <b>Portfolio Mix:</b>            | Managed, Leased, and Owned                                                                                                                                                                          |
| <b>Market Segments:</b>          | Hospitality & Valet, Office Buildings, Medical & Hospital, Airport & Transportation, Campus, Government & Municipal, Retail & Mixed-Use, Event Parking, Residential Buildings, and Shuttle Services |
| <b>Regional Offices:</b>         | Atlanta, Boston, Chicago, Columbus, Dallas, Hartford (Home Office), Los Angeles, Miami, New York, Philadelphia, San Diego, San Francisco, Seattle, Washington DC                                    |

## LAZ NY/NJ MANAGEMENT TEAM

Below, we have outlined the management team supporting the parking operations at the City of Asbury Park. The highlighted team would support the operations from our New York Regional office located in 333 West 39<sup>th</sup> Street New York, N.Y. 10018



### Eric Siskind - Senior Vice President, Northeast

Eric Siskind joined LAZ Parking in 2007 as Regional Vice President for the New York and New Jersey region and this year became Senior Vice President for the Northeast. In this position he is responsible for all day-to-day parking operations at owned, leased and managed parking facilities as well as new business development, implementation and transition of new contracts, oversight of all staff and client relations across New York, New Jersey, Boston and Connecticut.

Eric brings with him a great deal of organizational and operational expertise to his position. He has gained valuable industry-wide experience in all aspects of the parking industry including financial management, revenue enhancement strategies, as well as technology advancements from being an owner and Sr. Management positions with Central Parking and LAZ Parking. Recent accomplishments have included oversight of national portfolio of locations encompassing over \$60,000,000 in revenue and 1000+ employees.

Eric has a Master of Science in Industrial Management from the New Jersey Institute of Technology, and a Bachelor of Arts from Fairleigh Dickinson University in New Jersey.



### Jeffrey Sanders - Regional Vice President

Jeffrey Sanders joined LAZ Parking in 2018 as Regional Vice President of New York and New Jersey. He is responsible for overseeing and expanding LAZ's market share throughout the region. Jeff has over 10 years of experience in developing and mentoring his team, implementing successful sales initiatives, and growing his region through new business opportunities.

Prior to joining LAZ, Jeff was Senior District Manager at Public Storage, where he was instrumental in developing and opening the largest unit location of the portfolio in Jersey City, NJ as well as generating top-tier results in revenue growth and merchandise sales. He has experience in corporate contract negotiations, market growth, strategic partnerships, and employee development and training. Jeff is passionate about training and developing a strong team that can maximize both the client's and LAZ's operating results for each location. He attended Goucher College and graduated with a Bachelor's degree in Communications & Media Studies.



### Omar Perera - General Manager, New Jersey

Omar Perera has had the pleasure of working at LAZ Parking since April 2009. He started at Ivy Region as a Project Manager and then in December 2009 was transferred to New Jersey. Omar supervised the opening of the Harrison Parking Center and managed the events during the first two years of the Red Bull Arena. In December of 2011, he was asked to manage the Grand Hyatt NYC. The experience he gained in that fast-paced hotel environment and the relationships he built in New York City during that time led to him being promoted to Director of Operations. During Omar's time as DOO of New York City, he managed 13 properties, including hotels, high-end residential buildings, and special events. He was then promoted to Senior Director of Operations, overseeing the state of New Jersey.

Omar quickly exemplified his leadership and management skills as well as his vast knowledge of the New Jersey market, the state where he was born and raised and resides today. In 2018, Omar was promoted to General Manager, New Jersey where he is focused on maximizing both the client's and LAZ's operating results for every location, expanding LAZ Parking's reach through relationship building and new business opportunities, and other administrative functions.

LAZ Parking's operating results for every location, expanding LAZ Parking's reach through relationship building and new business opportunities, and other administrative functions.

Omar has consistently supported HR as the Cultural Training Representative, allowing him to travel throughout the region and train employees in the LAZ WAY. He also helped the audit team conduct RCS certification and hospitality audits. Omar is committed to working with the New Jersey team and continuing to grow his career with LAZ.



#### **Jessica Crane - Director of Marketing**

Jessica Crane serves in the role as Director of Marketing for LAZ Parking's New York & New Jersey office. Ms. Crane maintains strong management and client marketing skills. Jessica has 7 years of experience in parking and her marketing skills have played an important part in expanding market share for our clients. Jessica is directly responsible for marketing our list of diverse client locations by developing and implementing marketing and advertising campaigns; tracking sales data; maintaining promotional materials inventory; planning meetings and trade shows; maintaining databases; preparing reports. In addition, Jessica has been instrumental in developing and implementing customer appreciation and validation programs for our clients. Jessica maintains skills in direct marketing, market segmentation, marketing research, reporting research results, understanding the customer, and process improvement.



#### **Nicholas Morris - Director of Business Development**

Nick Morris joined LAZ Parking in 2016 as part of the Business Development department and New York City Housing Authority account. Currently, he is a Business Development Associate. Nick brings to LAZ over five years of hospitality management and audit experience, as well as 10 years of research and writing in the academic field. In his Business Development position, he is responsible for the financial and operational underwriting of new business deals, as well as client relations, and technological evaluation and implementation. He applies a quick discovery-to-model acceleration, a close attention to detail, a knowledge of audit, tax, and compliance parameters, as well as the ability to verbalize and narrate complex financial models. Nick holds a BA from Florida State University, and MA from University College Dublin and an MA from SUNY-Buffalo.

## REFERENCES



**iStar Asbury Park**  
Asbury Park, NJ  
Spaces: 940



**141 West Front Street**  
Red Bank, NJ  
Spaces: 175



**Trump Plaza**  
Jersey City  
Spaces: 477



**Harlow Apartments**  
Hoboken, NJ  
Spaces: 363



**One Newark Center**  
Newark, NJ  
Spaces: 929



**The Gateways Portfolio**  
Newark, NJ  
Spaces: 1,400

## DOWNTOWN CENTRALIZED VALET REFERENCES



**Village of Ridgewood**  
Ridgewood, NJ  
2017-2018



**Town of Huntington**  
Huntington, NY  
2014



**City of New Rochelle**  
New Rochelle, NY  
2015 & 2019

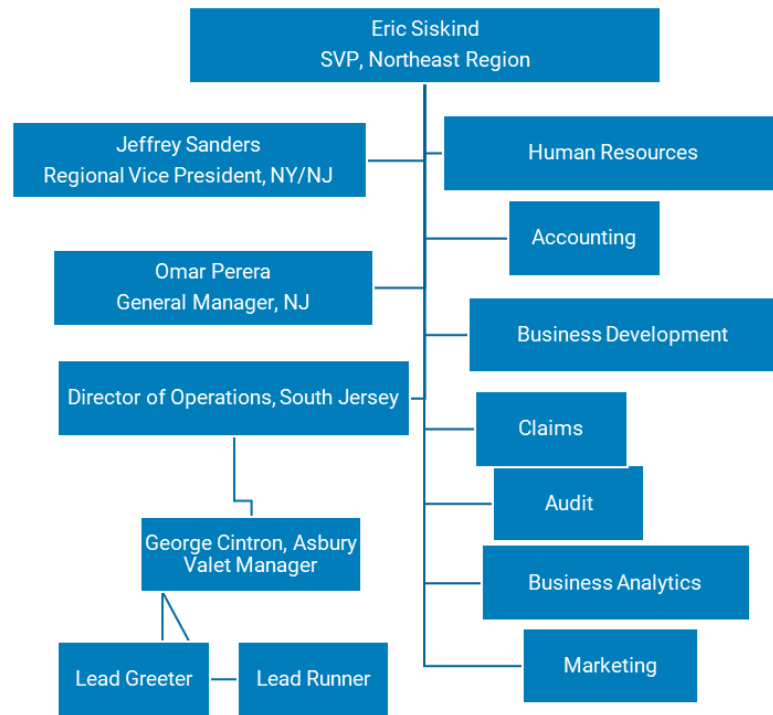
## OPERATIONAL PLAN

LAZ recommends two valet podiums, one at Press Plaza and the other on Bond Street between Cookman and Lake. Until demand exceeds inventory, LAZ would store the vehicles at the Bangs Ave Garage and the Memorial Drive lot.



Attachment: LAZ Parking - Asbury Downtown Centralized Valet Proposal (2019-230 : Award of Valet Parking Services)

## ORGANIZATIONAL CHART



## STAFFING CHART

*Asbury Downtown Val  
Proposed Staffing Schedule*

| DAYS AND HOURS OF OPERATION |         |     |     |     |                     |                     |                      |                     |       |
|-----------------------------|---------|-----|-----|-----|---------------------|---------------------|----------------------|---------------------|-------|
| #                           | Title   | M   | Tu  | W   | Th                  | F                   | Sa                   | Su                  | Hours |
| 1                           | Greeter | OFF | OFF | OFF | 4:30 PM<br>11:30 PM | 4:30 PM<br>11:30 PM | 11:00 AM<br>11:30 PM | 11:00 AM<br>5:00 PM | 32.5  |
| 2                           | Greeter | OFF | OFF | OFF | 4:30 PM<br>11:30 PM | 4:30 PM<br>11:30 PM | 11:00 AM<br>11:30 PM | 11:00 AM<br>5:00 PM | 32.5  |
| 3                           | Runner  | OFF | OFF | OFF | 4:30 PM<br>11:30 PM | 4:30 PM<br>11:30 PM | 11:00 AM<br>11:30 PM | 11:00 AM<br>5:00 PM | 32.5  |
| 4                           | Runner  | OFF | OFF | OFF | 4:30 PM<br>11:30 PM | 4:30 PM<br>11:30 PM | 11:00 AM<br>11:30 PM | 11:00 AM<br>5:00 PM | 32.5  |
| 5                           | Runner  | OFF | OFF | OFF | 4:30 PM<br>11:30 PM | 4:30 PM<br>11:30 PM | 11:00 AM<br>11:30 PM | 11:00 AM<br>5:00 PM | 32.5  |
| 6                           | Runner  | OFF | OFF | OFF | 4:30 PM<br>11:30 PM | 4:30 PM<br>11:30 PM | 11:00 AM<br>11:30 PM | 11:00 AM<br>5:00 PM | 32.5  |
| 7                           | Runner  | OFF | OFF | OFF | 4:30 PM<br>11:30 PM | 4:30 PM<br>11:30 PM | 11:00 AM<br>11:30 PM | 11:00 AM<br>5:00 PM | 32.5  |
| 8                           | Runner  | OFF | OFF | OFF | 4:30 PM<br>11:30 PM | 4:30 PM<br>11:30 PM | 11:00 AM<br>11:30 PM | 11:00 AM<br>5:00 PM | 32.5  |
| Total Weekly Hours          |         |     |     |     |                     |                     |                      |                     | 260   |

## STAFFING, TRAINING & DEVELOPMENT



At LAZ Parking we realize we are only as good as our people. Therefore, we are very particular about who we select to join the LAZ Parking team. We have developed specific steps to attract and maintain quality people. We utilize several techniques to seek out and attract employees, which included employee referrals, local colleges, job fairs, businesses, local churches, advertising and local employment agencies. The following policies will be administered to ensure your complex will be of only the highest caliber. A summary of our intensive hiring process is explained in detail below:

### Preliminary Pre-Interview Screening

At the front-end of the process, LAZ Parking often uses a professional telephone interviewing service to pre-screen candidates before they are invited in for formal interviews. Hiring managers are trained in how to narrow down the potential pool of applicants to qualified individuals, and how to thoroughly check employment and personal references.

### Background Checks

All candidates for employment, prior to receiving an employment offer, must successfully pass a criminal background check. Depending on the preference of our client at any given location, candidates may also have to pass a pre-employment drug test.

### Criminal Background Checks

LAZ Parking utilizes the services of Sterling to perform background checks (including criminal record searches, credit history and motor vehicle record searches) on all prospective entry-level and management candidates. Screening of all management-level candidates, including supervisors, specifically covers criminal records, credit violations, motor vehicle driving infractions (if the positions involve driving), educational credentials and prior employment. Candidates for non-management positions that involve driving are screened for criminal and motor vehicle driving infractions. If the position does not involve driving, the candidate is screened for a criminal record.



### Pre-employment Drug Tests

Pre-employment drug testing is required of all candidates for employment. We administer similar drug screening tests at all managed locations in which the client requests that we do.

### Screening Reduces Turnover and Improves Customer Relations

Our hiring and pre-screening process helps us retain qualified employees for the long-term, which, in addition to reducing turnover

### Initial Employment

All persons hired to work, full or part-time, become Employees of LAZ, are required to conform to the rules and regulations of LAZ, and are expected to perform their duties in the best interests of LAZ and its customers. The Human Resources Department performs a criminal background check for all new hires and follows the guidelines set forth by state and local government. All new hires participate in LAZ Parking's orientation program, which educates them on company policies, procedures, ethical obligations, and employee benefits. Federal laws require that every employee must show proof of citizenship or a right-to-work document.

At the start of employment, each employee is on probation for a period of 90 days, during which time the employee's performance, attendance, job skills, and attitude is carefully evaluated. If at any time during the probation period, the new employee fails to meet the requirements specified for the job, the employee may be terminated or offered another assignment. Employees must have self-confidence and a high level of self-esteem, must have good social skills, and must present a good personal appearance. Because LAZ believes that first impressions are lasting impressions, and because LAZ understands that people make the key difference in the service sector, LAZ has developed a four-part training program in which all employees participate.

### LAZ University

LAZ Parking prides itself on its unique culture and focus on the customer experience. Our employees are where it all begins, and our "LAZ Way" training teaches employees at all levels the important role they play in the company and highlight the benefits of LAZ employment. At LAZ we continue to train and develop our employees throughout their careers rather than just a onetime orientation. We have developed our own courses tailored to our industry and job descriptions.

LAZ University is a best-in-class professional development program where employees learn real-world skills while improving their day-to-day job performance. As part of "creating opportunities for our employees," LAZ University helps members of the LAZ family grow as leaders in their current role or any career path they may choose to follow in the future. Designed for the twenty-first century learner, LAZ University's Learning Center gives LAZ employees on-demand access to more than 150 courses, classes and activities, from orientation and basic



## Accident Prevention and Safety Program

To the extent possible, LAZ Parking will make every reasonable effort to provide a safe and hazard free work environment. This can only be accomplished through the commitment of our managers and employees working together to continuously promote safety awareness. Each and every LAZ Parking location has an **Emergency Response Plan** specific to that location, which includes:

- Types of Emergencies and who should be notified
- Procedure for Fire Emergency
- Procedure for immediate threat to loss of life/serious harm to person and/or property
- Procedure for Medical Emergency
- Procedure for Mechanical/Plumbing/Electrical/Maintenance Emergency
- Procedure for Bomb Threat/Active Shooter
- Procedure for Emergency Evacuation

There will be times when employees are met with customers who desire conflict. To ensure the safety and well-being of our employees, employees are instructed that they should never violently engage a customer that they believe is threatening them. They have the power to walk away from any situation that involves their safety and report the issue immediately to security, a member of the management team or in extreme situations where the situation warrants, the authorities.

## OSHA

LAZ Parking maintains a high standard of safety for all employees. We expect all our employees to act in a proactive manner to identify unsafe working conditions, and notify their manager immediately so that the condition may be corrected. Examples of safety hazards include ice or snow creating slippery conditions, light fixtures that are not operational, gas or oil spills, leaks, equipment not operating properly, unusual noises or odors, or unauthorized persons in or around the facility. Additionally, all employees are required to follow federal and New York Occupational Safety and Health Administration rules and regulations.

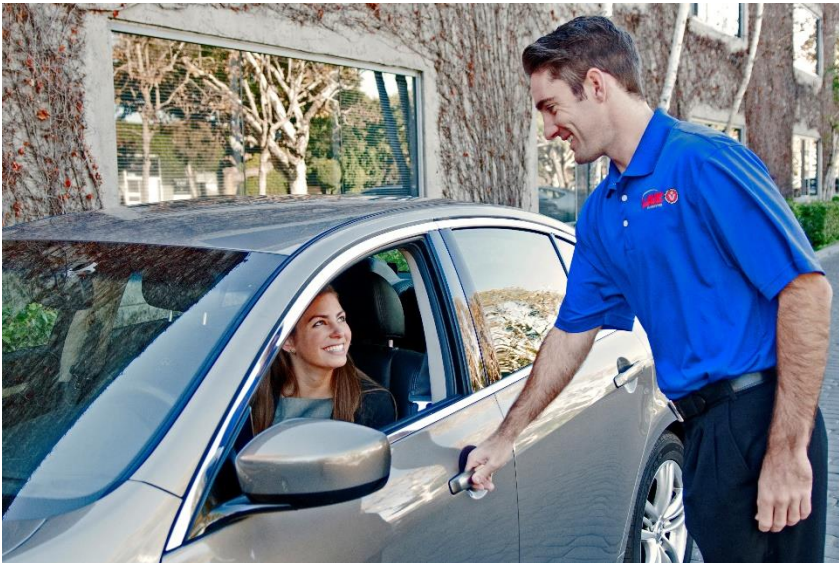
## UNIFORMS

Below is a sample of LAZ Parking's standard uniform.



### Uniforms and Professional Appearance

LAZ will provide uniforms and identification for all staff at each facility or will have parking personnel in the uniforms selected by the client. LAZ understands that our staff will be the first and last impression of each property. Therefore we are very strict with our employee's grooming guidelines and demeanor. We expect all our employees to be clean shaven, neat in appearance, wearing appropriate name tags, and wearing clean and properly fitted uniforms that will be approved by the City prior to commencement of service. We do not allow visible tattoos or unconventional hair styles. Women need to have their hair pulled back and are not allowed to wear excessive jewelry. We will work with you to find a look that best represents and broadcasts a first-class image for all guests and visitors. Below we have included a few uniform examples from some of our current operations:



# ACCIDENT/CLAIMS PREVENTION



- File the claim within 3 days.
- Determine and please advise if the customer is a VIP and needs special handling.
- The administrator will determine liability. It is not your job to accept or deny liability for any claim.

- ☐ Ensure that the customer is calm.
- ☐ Inform the customer.
  - A claim handling center will contact them regarding their claim.
  - The contact information for their claim center is on the back of the claims brochure in the packet that s/he will receive.
- ☐ Fill out a claim form.
  - Fill out a claim form with the customer and give him/her a copy of the claim form and brochure once it is completed.
  - Take clear digital photos of the damage that the customer is claiming.
  - Fill out the employee report in detail and hand the claim to your manager as soon as possible.
- ☐ Find the vehicle survey.
  - The ticket should be clearly marked with the initials of the valet who noted the damage.
  - If there was preexisting damage marked on the ticket, the investigation can stop and the claim can be filed on claims.lazparking.com.
- ☐ If the survey is not marked for damage, begin investigation.
  - Please interview all valets that drove the vehicle.
  - Determine how many times the vehicle went in and out of the property.
  - Determine if there is any video of the vehicle or incident that can be used for claims investigation.
  - Once the investigation is complete, file the claim on claims.lazparking.com within 3 days.

| Location Number | Location Name | Claim Number | Date Of Loss | Created On | Liability Status | Lag Time in Days | Notes                    |
|-----------------|---------------|--------------|--------------|------------|------------------|------------------|--------------------------|
| 590572          | Location 1    | 72408        | 1/31/2018    | 2/1/2018   | Accept           | 1.5              |                          |
| 590150          | Location 2    | 72548        | 2/1/2018     | 2/2/2018   | Deny             | 1.9              |                          |
| 590822          | Location 3    | 69445        | 2/5/2018     | 2/5/2018   | Accept           | 0.5              |                          |
| 590565          | Location 4    | 73753        | 2/1/2018     | 2/6/2018   | Deny             | 5.6              | Customer reported on 2/5 |
| 590578          | Location 5    | 73562        | 2/3/2018     | 2/6/2018   | Accept           | 3.6              |                          |
| 590803          | Location 6    | 61825        | 2/6/2018     | 2/6/2018   | Deny             | 0.6              |                          |

## Claim Procedures Training Review



Manager Name: \_\_\_\_\_  
 Claims: \_\_\_\_\_  
 Location: \_\_\_\_\_

Initials  
 Claims Manager

Inspect each vehicle that enters the lot from every angle. If damage is discovered, notify the customer, immediately take photos of the damage and the entire vehicle including the license plate. Mark the damage on the customer's ticket.

Get a claim form for the customer, mark and initial the damage on the claim form, and mark down and initial the date of loss. Encourage the customer to fill out the claim form immediately if possible.

Upon receiving a completed claim form, sign and date the form at the bottom. Inform the customer that the claims department will be handling their claim.

Enter the completed claim form into the claim database within 72 hours from the date of loss. Be sure to include all information on the form. Enter vehicle details, valet involved, decision of liability, and all contact information.

Summarize your version of the events of the claim in your own words. Why do you feel we should accept or decline responsibility for the claim? Do not simply repeat the customer's summary of the claim.

Scan and upload the claim form into the claims database. Refresh the web browser before continuing.

Upload the customer's ticket, photos of the damage, and all other relevant backup into the database.

If any changes or new information comes up after the claim is entered, e-mail the claims department immediately and add a note to the database.

Review the incident. Think of ways that you can prevent a claim like this in the future. Feel free to discuss your ideas with members of the claims department. Ideas to improve the claims process are always welcome!

By signing below, I agree that I have reviewed and understand the above procedures.

Claims Signature \_\_\_\_\_ Date \_\_\_\_\_ Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

2018\_P1



| Claims Report Card 2017 |   |   |   |   |   |   |   |   |   |
|-------------------------|---|---|---|---|---|---|---|---|---|
| Manager                 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| Manager 1               |   |   |   |   |   |   |   |   |   |
| Manager 2               |   |   |   |   |   |   |   |   |   |
| Manager 3               |   |   |   |   |   |   |   |   |   |
| Manager 4               |   |   |   |   |   |   |   |   |   |
| Manager 5               |   |   |   |   |   |   |   |   |   |
| Manager 6               |   |   |   |   |   |   |   |   |   |
| Manager 7               |   |   |   |   |   |   |   |   |   |
| Manager 8               |   |   |   |   |   |   |   |   |   |
| Manager 9               |   |   |   |   |   |   |   |   |   |
| Manager 10              |   |   |   |   |   |   |   |   |   |
| Manager 11              |   |   |   |   |   |   |   |   |   |
| Manager 12              |   |   |   |   |   |   |   |   |   |
| Manager 13              |   |   |   |   |   |   |   |   |   |
| Manager 14              |   |   |   |   |   |   |   |   |   |
| Manager 15              |   |   |   |   |   |   |   |   |   |
| Manager 16              |   |   |   |   |   |   |   |   |   |
| Manager 17              |   |   |   |   |   |   |   |   |   |
| Manager 18              |   |   |   |   |   |   |   |   |   |
| Manager 19              |   |   |   |   |   |   |   |   |   |
| Manager 20              |   |   |   |   |   |   |   |   |   |
| Manager 21              |   |   |   |   |   |   |   |   |   |
| Manager 22              |   |   |   |   |   |   |   |   |   |
| Manager 23              |   |   |   |   |   |   |   |   |   |
| Manager 24              |   |   |   |   |   |   |   |   |   |
| Manager 25              |   |   |   |   |   |   |   |   |   |
| Manager 26              |   |   |   |   |   |   |   |   |   |
| Manager 27              |   |   |   |   |   |   |   |   |   |
| Manager 28              |   |   |   |   |   |   |   |   |   |
| Manager 29              |   |   |   |   |   |   |   |   |   |
| Manager 30              |   |   |   |   |   |   |   |   |   |
| Manager 31              |   |   |   |   |   |   |   |   |   |
| Manager 32              |   |   |   |   |   |   |   |   |   |
| Manager 33              |   |   |   |   |   |   |   |   |   |
| Manager 34              |   |   |   |   |   |   |   |   |   |
| Manager 35              |   |   |   |   |   |   |   |   |   |
| Manager 36              |   |   |   |   |   |   |   |   |   |
| Manager 37              |   |   |   |   |   |   |   |   |   |
| Manager 38              |   |   |   |   |   |   |   |   |   |
| Manager 39              |   |   |   |   |   |   |   |   |   |
| Manager 40              |   |   |   |   |   |   |   |   |   |
| Manager 41              |   |   |   |   |   |   |   |   |   |
| Manager 42              |   |   |   |   |   |   |   |   |   |
| Manager 43              |   |   |   |   |   |   |   |   |   |
| Manager 44              |   |   |   |   |   |   |   |   |   |
| Manager 45              |   |   |   |   |   |   |   |   |   |
| Manager 46              |   |   |   |   |   |   |   |   |   |
| Manager 47              |   |   |   |   |   |   |   |   |   |
| Manager 48              |   |   |   |   |   |   |   |   |   |

## VALET SERVICES

It's often overlooked, but an exceptional customer experience doesn't begin in the restaurant, it starts in the parking area. We know that your patrons expect impeccable service and have other choices if their needs are not met. So, the moment they drive onto your property, LAZ Parking reduces stress and delivers high-end service, perfected over decades. We make sure that your parking operation drives patrons in, not away. National property owners and managers entrust their parking to LAZ because of our people-focused company culture and responsiveness to each client's individual needs. Our expertise and nationwide coverage mean that we can dedicate considerable resources locally and nationally to you, our partner.

LAZ Ultimate Hospitality is a dedicated parking division for our hotel parking operations, operating over 285 locations nationwide, and 25 in the New York/New Jersey region. The local New York team has thorough valet operational knowledge and experience.



## CUSTOMER EXPERIENCE

We will provide a premier package of customer service amenities. Some of these free services include:

- Ⓟ Vehicle jump-starts
- Ⓟ Vehicle tire inflators
- Ⓟ Lock-out service
- Ⓟ Towing and taxi services
- Ⓟ Directions to highways, hotels, and tourist sites for visitors

We take great pride in our well-trained and exceptionally friendly and helpful staff. Most telling is our employee turnover which is very low in comparison to our competitors. This indicates a high level of employee satisfaction and results in a “gold-standard” of service at facilities we operate.

LAZ has been involved in the successful transition of varied parking locations throughout the country. Transitions require comprehensive scheduling, planning, coordination and organization by the new parking operator. Our transition team is comprised of field and corporate personnel who will be involved in supporting the operation. The team is responsible for different tasks prior to, during, and after the commencement of operations.

Our quality assurance programs will ensure contract compliance while benchmarking our performance. This includes the use of mystery shoppers, surveys and reports which measure our performance in such areas as revenue collection, budget variances, lost tickets, etc. Included in our quality assurance programs is a high level of involvement by our local and corporate management and corporate interaction from audit, accounting and other support departments.

### AMBIANCE

The first and last impressions that our trained, uniformed, courteous staff will make on parkers at the City of Asbury Park will create an ambiance of a safe, friendly, and welcoming place to park. Our exceptional cleaning and maintenance programs and the use of first-class vendors to provide subcontracted R & M will insure that the property will look as good in five years as it does on our first day of operations.

## ZIP PARK

For the Asbury Downtown Centralized Valet, LAZ Parking is recommending Zip Park. This versatile valet POS technology is mobile, cloud-based, and a vendor with whom LAZ has a close national relationship.

### Enhance the customer experience

- Accept cash and EMV credit card payments
- Text message vehicle requests to speed deliveries
- Customer-friendly contract parking

### Engage your team with powerful tools

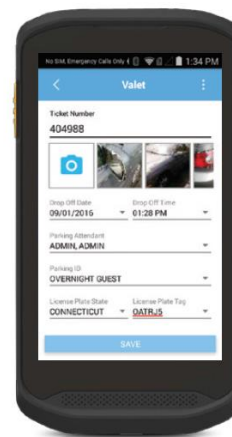
- Quick and easy data collection
- Snap pics to document pre-existing damage and combat false claims
- Instant vehicle recall by plate
- Use pre-printed, or print customized, multi-part tickets on demand
- Immediate notifications when a delivery is needed
- Up-sell premium services like oil changes and car washes
- Self-configure rate structures: day, night, early-bird and long-term
- Get real-time occupancy, revenue, and staff efficiency

### Complete operations management

- POSs and mobile POSs
- Self-serve kiosks
- Key room monitor tracks keys and vehicle requests
- Delivery monitor for managing customer expectations
- Lane system to control access to garages and nests
- Durable equipment engineered to withstand rough handling and harsh weather conditions
- Integrations with many PARCS

### Control the operation from anywhere

- Browser-based. No software to install
- Run analyses and reports to PDF and Excel
- Add users, change rates and more



Quick  
Check-ins



Document  
Pre-Damage

## BUSINESS INTELLIGENCE

LAZ Parking has created an internal Business Intelligence Tool built on the Microsoft Power BI platform. This customizable solution creates dashboards to provide actionable and insightful data visualizations on the parking and mobility business including staffing, rate band/structure changes, traffic patterns, and parker distribution. Reports can be customized to respond to operational and reporting needs and with the use of best in class tools we are able to provide Real-Time KPI's. We have active API integrations with Flash Parking, TIBA, T2, CALE and Parkonect. We have an active FTP process with Amano, Ski-Data, and NetPark, and we are always open to and working towards more connections within the world of parking and mobility. Within LAZ we have integrated our monthly billing [PARIS], web-based cash reporting [WebDCR], customer care center [LC3], mobile payments platform [LC3], location information database [E2], and are actively working towards and making strides with our time/attendance and audit programs to the tool.

### Full-Service BI Includes:

- State of the art Business Intelligence
- Dynamic Reporting
- Dash Boarding & Ad-hoc Analysis
- Advanced Analytics
- Predictive / Forecasting Analytics
- First of its kind dynamic Revenue & Yield Management Optimization
- Ability to integrate with any vendor, such as clover for layered data
- Includes data on Transient & Pre-Booking LAZ products
- Dedicated on-going product & price management support
- Dedicated account management



### Benefits of BI:

- Data at your fingertips
- No more compiling reports from multiple sources
- Real time occupancy reports by facility
- Predict busiest & slowest times by facility – adjust pricing & resources as needed
- Make strategic pricing decisions to maximize revenue by facility
- Identify frequency of individual users – tie into marketing plan

## Following please find key highlights from the business intelligence and analytics tool:



### Key Highlights:

The Business Intelligence Tool will be the foundation, data base and engine room for powerful analytics, dynamic reporting, pricing and ad-hoc analysis.

The American Dream Complex will benefit from 24/7 access to the software enabling review of pre-defined reports and dashboards with easy access to manipulate the raw data. All through a secure environment.

All reporting and dashboards are managed by the end user and is not reliant on IT or third parties which enables faster more accurate reporting. There are no limits to the number of reports or dashboards available.

LAZ Parking's in-house experience in business intelligence and advanced analytics is un-matched anywhere in the car parking industry. For over 16 years dynamic reporting has been implemented at locations ranging from country's largest Stadium and Events spaces, Airports, Hospitals, and Municipalities to the smallest car parks in a city center.

LAZ Parking's in-house team would work with The American Dream Complex to select the most relevant reports and dashboards from the 50+ suite of pre-built reports and dashboards available. A demonstration of any of these can be shown on request and the sample dashboards below highlight a few.

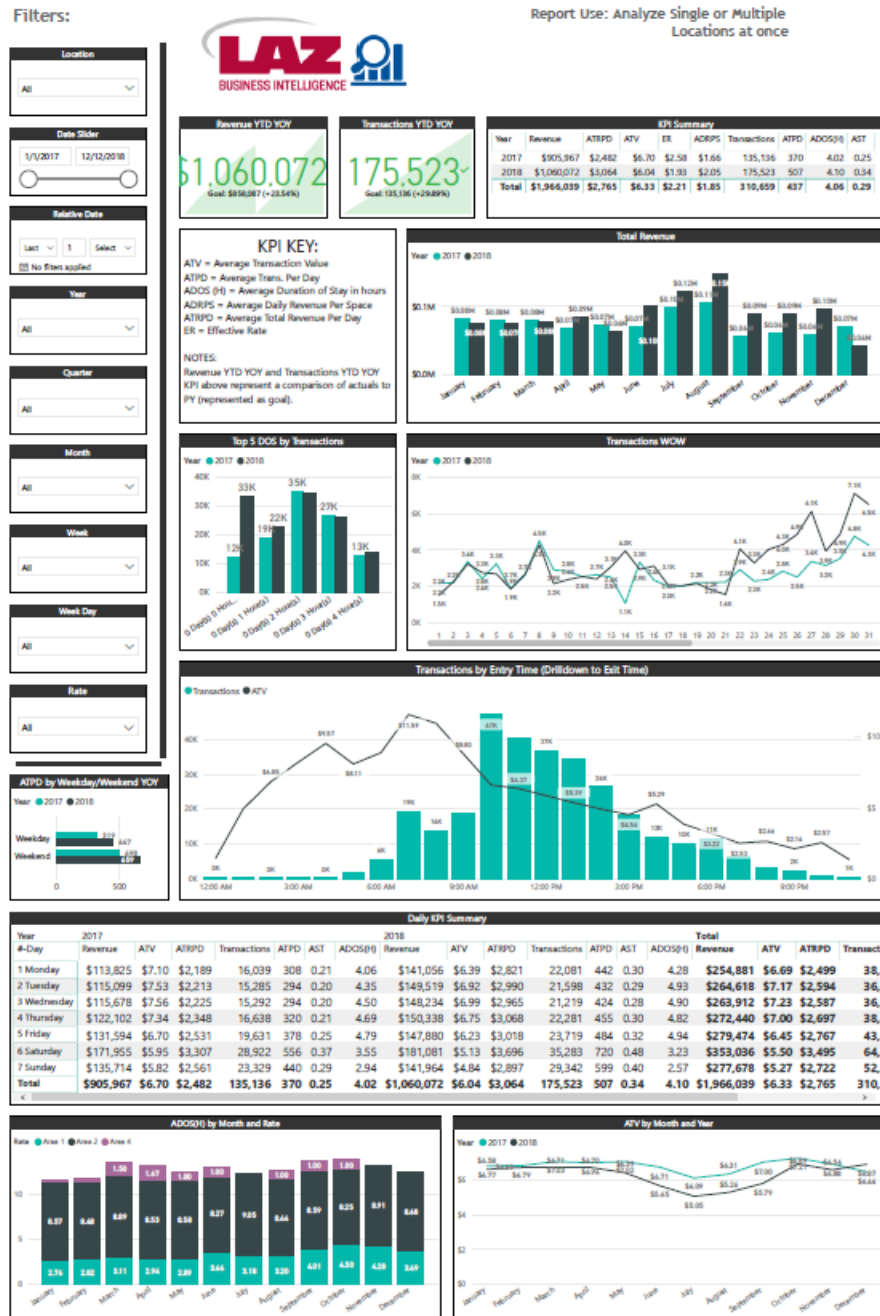
Multiple Platform reporting enables reporting accessible via desktops, Smart Phones and IOS and Android Tablets.

Full training is provided on the Bi system with the number of users not being limited.

Example Screen Shots of Dynamic Reports are as follows:

## Sample Dashboard: Revenue and Transactional Level Analytics

This is completely customizable on the account level, and we can show daily, weekly, or monthly trends. We can review the effectiveness of rate bands, analyze entry and exit times, duration of stay, and layer this data in with other information such as time and attendance, weather, and more.

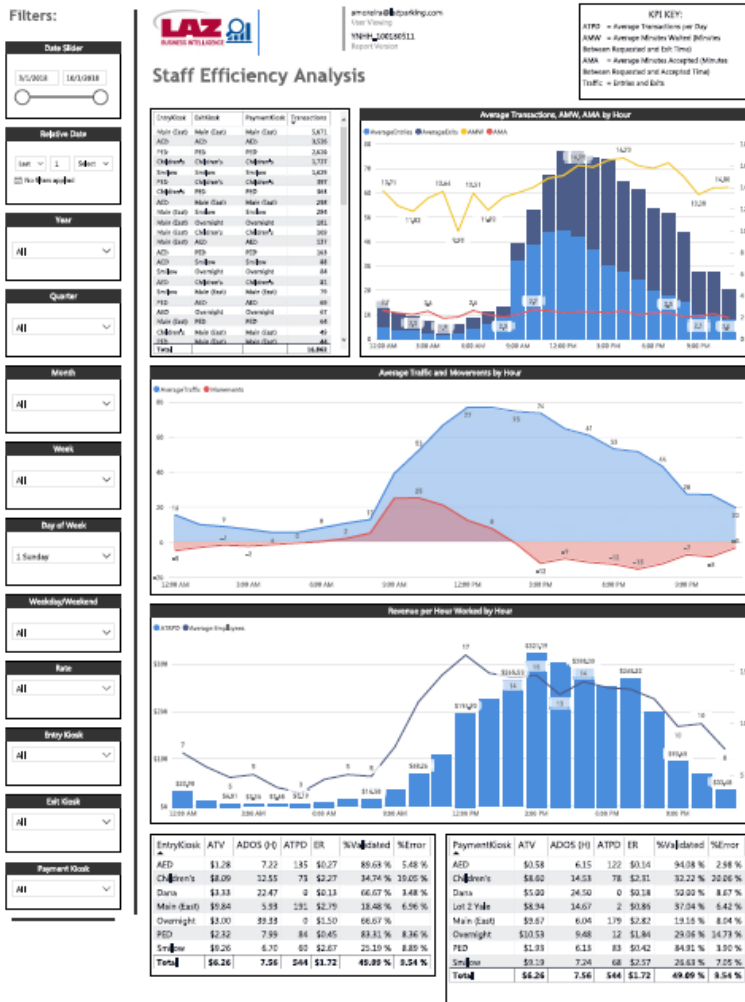


**Attachment: LAZ Parking - Asbury Downtown Centralized Valet Proposal (2019-230 : Award of Valet Parking Services)**



## Sample Dashboard: Labor and Staff Efficiencies Dashboard

By layering in our time and attendance platforms as well as data from our revenue control systems, we have built dashboards that analyze our staffing both in terms of revenue and transactions. We can compare this data to any concerns as it pertains to our staffing schedule and efficiencies to ensure we have the right number of people, at the right times, providing optimal coverage and service to Mets fans.



## REPORTING & ACCOUNTABILITY SERVICES

LAZ Parking is not only the fastest growing parking management company in the US, but it is also the organization with the highest customer retention rate of any major parking company. This retention rate speaks to our customers' immense satisfaction with LAZ Parking's management and operation of our 2,600-plus nationwide locations.

### Audit and Reporting Procedures

LAZ Parking has several types of audits it performs on a regular basis. These include:

- Routine Audits
- Unannounced Audits and Spot Audits
- Internal Audits
- Secret Shoppers
- Customer Surveys



All audits are reviewed with the on-site manager. If there are no issues the report is filed in the facility file. If there are issues, a list of recommendations is presented to the manager. The manager must respond to the auditor with a time line for implementation of recommendations. Once the time line for implementation has expired, proof of implementation must be provided. If the recommendations have not been implemented, the report is reviewed, and disciplinary action may be taken.

### Cash Handling

LAZ Parking prepares comprehensive, timely, financial reports designed to provide our clients with the controls necessary to efficiently monitor their parking assets.

### Daily Ticket Audits

LAZ Parking's trained staff has extensive experience with accounts receivable procedures, field operations, payroll, and field and internal auditing practices. Audits conducted are either primary or secondary audits.

- Facility Appearance and Customer
- Service Safety and Security
- Reconciling meters to cash reports
- Revenue Reporting
- Records and Administration

### Accounts Receivable

LAZ Parking utilizes a monthly parking account management system called, PARIS, the Parker Accounts Receivable Information System, which is the premier billing and accounts receivables system for people who own or operate parking facilities with monthly contract parking, permits, or billed validations.



### With PARIS, you can easily:

- Ensure that all active access cards are being billed
- Ensure compliance with lease terms, including future rate escalations, minimum billings, and parker limits
- Calculate proration's for new and terminating parkers
- Collect automatic monthly payments through recurring credit card charges and bank drafts

Because PARIS was built specifically for the parking industry, it offers features no generic receivables system can; such as tracking parkers by building tenant, category (reserved, non-reserved, etc.), and access card. Rate increases may be scheduled to automatically take effect in the future. PARIS manages your Waiting List, and produces charts and reports tailored for the management and audit of monthly parkers. PARIS is a Windows based program for billing parkers on a monthly basis and tracking payments against their accounts. When data is entered into the system, various online reports are available, enabling LAZ Parking management to generate data in numerous ways, such as by account name, rate code, names and addresses, card audits and aging schedules. Additional revenue billing opportunities are also available through PARIS, including fees for lost or broken card, card deposits and late fee.

## CUSTOMER SERVICE

As one of the nation's largest providers of off-site parking customer care service LAZ Parking is well experienced in providing Customer Care Staffing and Services for our clients and their parking patrons. LAZ currently provides customer care services for 400+ locations nationally, managing nearly 10,000 calls a week and providing support for municipal, mass transit, commercial and residential clients.



Our staff enables parkers to instantly connect to a live LAZ employee at the touch of a button. Day or night, one push of your location's call button or a simple phone call connects the customer to our cutting-edge support center. Our friendly, professional operators will answer questions, solve problems and help with transactions in real time.

Our 24/7 Customer Care Center is available to assist parkers who have questions or are having problems entering or exiting the complex and can dispatch someone from our management team at a moment's notice.

**24/7/365 MONITORING:** Gates stay down, the garage stays open and revenue is collected around the clock, resulting in improved returns on your parking technology investments.

**INCREASED REVENUE:** Stronger revenue control programs reduce ticket loss, eliminate "silent partners" and provide the ability to close transactions day or night.

**REDUCED OPERATING EXPENSES:** Automating your facilities allows for more strategic staffing models, reducing or eliminating payroll costs.

**FAST AND FRIENDLY SERVICE:** Our Parking Operations Control Center Staff are consistent, professional and always available to provide courteous issue resolution.

**IMPROVED CUSTOMER SERVICE:** LAZ Parking's off-site support lets you transform on-site cashier functions into customer service roles, like roving ambassadors.



## ADDED VALUE & AMENITIES

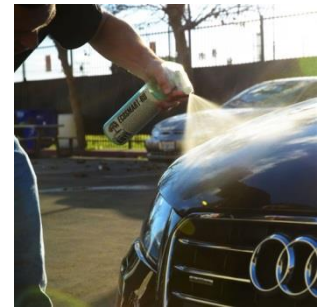
In addition to providing exceptional seamless parking management services to customers, LAZ Parking values creativity, efficiency, and customer satisfaction in the services provided. As such, our team has highlighted several opportunities which exemplify our capabilities and services as your partner in parking.

### Services:

- Signage that is complimentary and cohesive
- Concierge Service
- Parking structure maintenance and repair
- Electric vehicle charging stations (installation and operations)
- Car wash

### Items included in Management structure:

- Access and revenue control equipment and procedures
- Reporting and operating expense controls
- Utilization and data reporting
- Detailed Audit Procedures
- Exemplary customer service (staff training and monitory)
- Transit/Parking demand management strategies
- In-house IT staff
- Parking related walkability/pedestrian improvements
- Parking enforcement and citation management
- Consulting & Parking analysis
- Mobile Applications



## MAINTENANCE

With the buying power of a national operator, our ability to streamline invoices and validate expenses creates meaningful savings for our clients. Our advanced information systems allow us to supply all the data and customized reporting our clients need to stay on top of their expense and budget requirements.

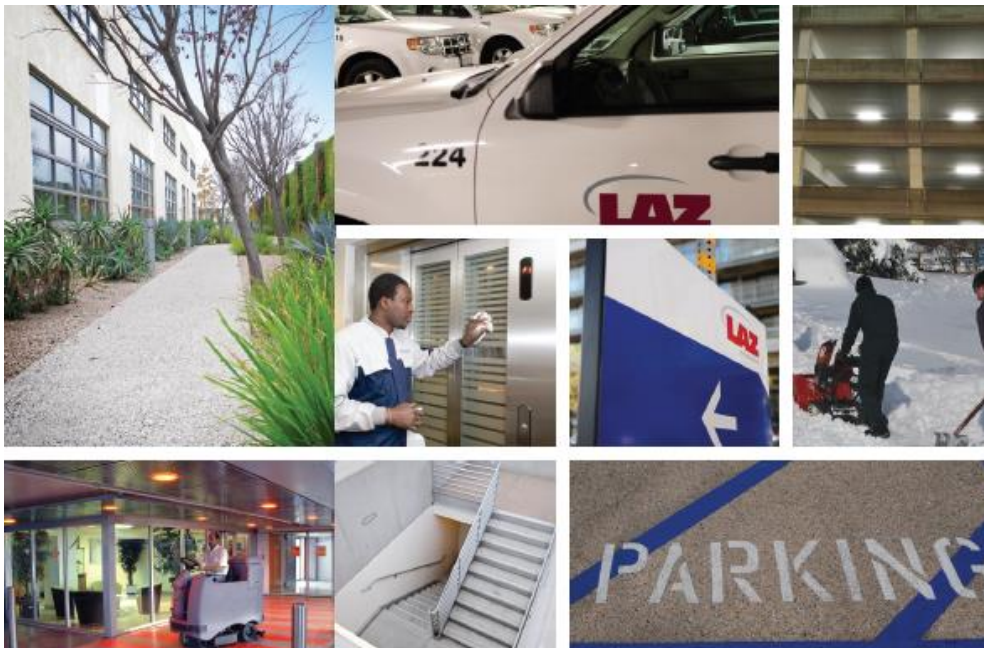


LAZ Parking offers a complete line of preventative and restorative services. Our trained and equipped personnel can quickly identify and address maintenance issues, conduct regular site inspections and prepare proposals covering a wide range of services including:

- ✓ Janitorial Services
- ✓ Power Sweeping + Washing
- ✓ Snow Removal
- ✓ Painting
- ✓ Graffiti Removal
- ✓ Pavement Marking
- ✓ Striping + Stenciling
- ✓ Landscape Services
- ✓ ADA + Regulatory Compliance
- ✓ Consulting



LAZ Parking's maintenance plan ensures the parking facilities are consistently kept clean. We use a checklist along with manager inspections to guarantee that each facility gets the level of attention it requires, which in many cases exceeds the contractual obligations. Maintenance/janitorial tasks are performed at periodic intervals appropriate to facilities and the standards we set for parking locations that we manage.



## WHY LAZ?

- We believe in creating opportunities!!
- Inspire People to be the best at what they do
- Provide our employees with the necessary tools to be successful
- Understand the Owner's objectives and expectations
- Management Experience
- Extensive "Local Presence" with a proven track record
- Well defined accounting and auditing procedures
- Access to Technology to enhance operations, revenues and customers experience
- Creative, relentless "Partner" constantly looking for opportunities
- Quality Control Measures; Score cards, Dashboards etc.
- National Buying Power with Discounts
- Financial Stability

"If you hire people just because they can do a job, they'll work for your money. But if you hire people who believe what you believe, they'll work for you with blood and sweat and tears." **Simon Sinek**





***"It's not what we do  
it's the way we do it."***

**-Michael Harth, Chief Culture Officer**

We would love the opportunity to meet with you at your convenience. Please let me know if you have any questions in the meantime. Thank you!

✉ [nmorris@lazparking.com](mailto:nmorris@lazparking.com)

☎ 917-355-8426

🏠 [www.lazparking.com](http://www.lazparking.com)



## RESOLUTION NO. 2019-231

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

### **RESOLUTION AWARDING A PROFESSIONAL SERVICE CONTRACT TO FURTHER PUBLIC ART**

**WHEREAS**, the City of Asbury Park is known for its public and private art; and

**WHEREAS**, the Master Plan Reexamination Report designates furthering arts and culture as parts of Economic Development Initiatives and to also expand arts and culture within the City; and

**WHEREAS**, the City is desirous of furthering the goals and objectives of the Master Plan Reexamination Report; and

**WHEREAS**, Section 40A:11-5(1)(a)(1) Exceptions of the Local Public Contracts Law allows for awarding of professional services without public bidding; and

**WHEREAS**, Section 40A:11-2(6) defines a professional service as inclusive of services that are original and creative in character in a recognized in a recognized artistic endeavor; and

**WHEREAS**, the City is desirous of furthering public art via the award of a professional service contract to Dani Fresh Photography LLC in a not-to-exceed amount of \$9,800.00; and

**WHEREAS**, a copy of this Resolution shall be forwarded to the City Manager, Director of Planning and Redevelopment and Director of Purchasing.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Asbury Park, County of Monmouth and State of New Jersey that the City hereby awards a contract to Dani Fresh Photography LLC to further public art within the City in a not-to-exceed amount of \$9,800 and the City Manager is hereby authorized to sign any and all paperwork associated with this project.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-231 which was finally adopted by the City Council at a meeting held on the 26th day of June, 2019

CERTIFIED BY ME THIS 27th DAY OF June, 2019.

MELODY HARTSGROVE  
DEPUTY CITY CLERK



110 South Street  
Harrisburg, PA 17101  
717.649.4827  
dani@danifresh.com

PROJECT: 2 Week Photo Workshop with 5<sup>th</sup> & 6<sup>th</sup> graders

Location: Asbury Park Senior Center  
1201 Springwood Ave, Asbury Park, NJ

August 12-23, 2019. M-F from 2pm to 4pm

|                       |         |
|-----------------------|---------|
| Budget Total          | \$9,800 |
| Materials             | \$2,000 |
| Processing & Printing | \$3,000 |
| Staff                 | \$4,800 |



## RESOLUTION NO. 2019-241

**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 26, 2019 the following Special Events Applications were presented for approval by the Director of Recreation:

1. AP 4<sup>th</sup> of July Fireworks music
2. An evening with Scott Chesney
3. National Night Out
4. AP Historical Society
5. SimCorp Activities
6. Bethel AME Church Family and Friends Day
7. AP Fishing Club- city date

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

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

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-241 which was finally adopted by the City Council at a meeting held on the 26th day of June, 2019

CERTIFIED BY ME THIS DAY OF , .

MELODY HARTSGROVE  
DEPUTY CITY CLERK

# SPECIAL EVENTS PERMIT APPLICATION



Date Received: \_\_\_\_\_ APP. # \_\_\_\_\_

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

## NAME OF EVENT:

Asbury Park 4th of July music in concurrent with fireworks.

DATE(S): July 4, 2019 Rain Date: July 5, 2019

HOURS OF EVENT: From 9:00 PM To: 11:00 PM

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Name of Applicant/Organization:

LIVunLtd acting as agent for Asbury Partner LLC

Address:

1101 Ocean Avenue, Asbury Park NJ 07712

Contact: Sherri Capo Phone: 917.841.2597

Fax: \_\_\_\_\_ Email: scapo@livunltd.com

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

*If yes, please provide non-profit certificate*

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING:

Annual Asbury Park 4th of July fireworks music display.

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

OVER

Attachment: cm 626 (2019-241 : Special Event Applications)

City of Asbury Park Special Events Application

Page Two

**WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT**Yes \_\_\_\_\_ No \* If yes, please explain \_\_\_\_\_NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 5,000ADMISSION CHARGE? YES \_\_\_\_\_ NO \* IF YES, HOW MUCH \_\_\_\_\_VENDOR CHARGE? YES \_\_\_\_\_ NO \* IF YES, HOW MUCH \_\_\_\_\_WILL YOU REQUIRE A STREET CLOSING? YES \_\_\_\_\_ NO \* Please Give Details: \_\_\_\_\_

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

POLICE

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

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

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

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

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

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

Sherri Capo April 11, 2019  
Signature of Applicant Date

Sherri Capo April 11, 2019  
Print Name of Applicant Date

For Special Events Office Use only:

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

ASBURY PARK SPECIAL EVENT FEE SCHEDULE- Revised December 28, 2016

Fees associated with Special Event Applications as stated in Special Events resolution # 2016-55:

Attachment: cm 626 (2019-241 : Special Event Applications)



# SPECIAL EVENTS PERMIT APPLICATION

Date Received: \_\_\_\_\_ APP. # \_\_\_\_\_

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

NAME OF EVENT: "An Evening of Motivation, Inspiration, and Information with Scott Chesney"

DATE(S): June 4/7/2019 Rain Date: None

HOURS OF EVENT: From: 6:00 p.m. To: 8:45 p.m.

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Mayor's Council Chamber

Name of Applicant/Organization: Christopher + Dana Reeve Foundation

Address: 636 Morris Turnpike Short Hills, NJ 07078

Contact: Sheila Olt Phone: 732-356-7175 / EMACIA

Fax: \_\_\_\_\_ Email: soltech@christopherreeve.org 732-735-8891

Non-Profit? Yes ☒ No ☐ Tax Exempt ID Number: 22-2939536

If yes, please provide non-profit certificate.

**DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING:** This will be a lecture/presentation to approximately 50 individuals, some of whom will be in manual wheelchairs and power wheelchairs. We will be setting about 2-3 rows of folding chairs in the far back of the room for those attending who do not use wheelchairs and leaving the rest of the room open for people who use wheelchairs. We will also need two rectangular tables that will be set up on the side of the room for minor refreshments and also information on the Christopher and Dana Reeve Foundation.

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

Attachment: cm 626 (2019-241 : Special Event Applications)

OVER

City of Asbury Park Special Events Application

Page Two

**WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT**Yes \_\_\_\_\_ No X If yes, please explain \_\_\_\_\_

NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 50-75

ADMISSION CHARGE? YES \_\_\_\_\_ NO X IF YES, HOW MUCH \_\_\_\_\_VENDOR CHARGE? YES \_\_\_\_\_ NO X IF YES, HOW MUCH \_\_\_\_\_WILL YOU REQUIRE A STREET CLOSING? YES \_\_\_\_\_ NO X Please Give Details: \_\_\_\_\_

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

Reeve Foundation staff will clean up. \_\_\_\_\_

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: No city resources or services...just need the room.

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

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

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

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

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

Signature of Applicant

Date

5/22/19

Attachment: cm 626 (2019-241 : Special Event Applications)

# SPECIAL EVENTS PERMIT APPLICATION



Date Received: \_\_\_\_\_ APP. # \_\_\_\_\_

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

NAME OF EVENT: National Night Out

DATE(S): August 6 Rain Date: N/A  
HOURS OF EVENT: From 5pm To: 9pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Springwood Park

Name of Applicant/Organization: APPO

Address: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Non-Profit? Yes ☐ No ☐ Tax Exempt ID Number: \_\_\_\_\_

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: Annual Community event

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

OVER

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes \_\_\_\_\_ No ☒ If yes, please explain \_\_\_\_\_

NUMBER OF PEOPLE ANTICIPATED TO ATTEND: \_\_\_\_\_

ADMISSION CHARGE? YES \_\_\_\_\_ NO ☒ IF YES, HOW MUCH \_\_\_\_\_VENDOR CHARGE? YES \_\_\_\_\_ NO ☒ IF YES, HOW MUCH \_\_\_\_\_WILL YOU REQUIRE A STREET CLOSING? YES ☒ NO \_\_\_\_\_ Please Give Details: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_  
Signature of Applicant\_\_\_\_\_  
Date\_\_\_\_\_  
Print Name of Applicant

For Special Events Office Use only:

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

# SPECIAL EVENTS PERMIT APPLICATION



Date Received: \_\_\_\_\_ APP. # \_\_\_\_\_

*Please complete the following information as required by city Ordinance No. 2362 "Entitled Licensing: 3-11." All applications are to be received by the Asbury Park Office of Special Events no less than 45 Days prior to the event for which permit is being requested. All application fees must be submitted with this application. Contact Leesha Floyd at 732.502.5759 for additional information. Fax number is 732.775.1483*

NAME OF EVENT: ASBURY PARK HISTORICAL SOCIETY, ART AND CRAFTS ON BOARDWALK \_\_\_\_\_

DATE(S): SUNDAY, AUGUST 18, 2019 \_\_\_\_\_ Rain Date: SUNDAY, AUGUST 25, 2019  
HOURS OF EVENT: From 8AM \_\_\_\_\_ To: 5PM \_\_\_\_\_

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

SOUTH SIDE OF CONVENTION HALL ON BOARDWALK, AGAINST RAILING \_\_\_\_\_

Name of Applicant/Organization: ASBURY PARK HISTORICAL SOCIETY \_\_\_\_\_  
Address: 508 4<sup>TH</sup> AVENUE, ASBURY PARK, NJ 07712 \_\_\_\_\_  
Contact: TEDDY CHOMKO \_\_\_\_\_ Phone: 848 667 3432 \_\_\_\_\_  
Fax: \_\_\_\_\_ Email: CHOMKOT@AETNA.COM \_\_\_\_\_  
Non-Profit? Yes ☒ No ☐ Tax Exempt ID Number: 22 381 2489

*If yes, please provide non-profit certificate*

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: APHS WILL HOST AN ART AND CRAFT SHOW FOR VENDORS, THIS WILL BE OUR 14<sup>TH</sup> YEAR ON BOARDWALK. EACH VENDOR WILL BE PROVIDED A 10X12 SPOT ALONG THE SOUTH SIDE OF CONVENTION HALL. PARKING IS ON THEIR OWN. WE WILL SET UP AND CLEAN UP AND LEAVE AS WE FOUND IT, LIKE WE DO EVERY YEAR.

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

Attachment: cm 626 (2019-241 : Special Event Applications)

OVER

City of Asbury Park Special Events Application

Page Two

**WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT**Yes \_\_\_\_\_ No X If yes, please explain \_\_\_\_\_

NUMBER OF PEOPLE ANTICIPATED TO ATTEND: OPEN TO THE PUBLIC \_\_\_\_\_

ADMISSION CHARGE? YES \_\_\_\_\_ NO X IF YES, HOW MUCH \_\_\_\_\_VENDOR CHARGE? YES X NO \_\_\_\_\_ IF YES, HOW MUCH \$100.00 \_\_\_\_\_WILL YOU REQUIRE A STREET CLOSING? YES \_\_\_\_\_ NO X Please Give Details: \_\_\_\_\_

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

NORMAL BOARDWALK PATROL, VENDORS AND APHS CLEAN UP AFTER EVENT. \_\_\_\_\_

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

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

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

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

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

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

*Teddy Jon Chomko*

Signature of Applicant

Date 06/11/19



# SPECIAL EVENTS PERMIT APPLICATION

Date Received: \_\_\_\_\_ APP. # \_\_\_\_\_

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

NAME OF EVENT: SimCorp Open Enrollment Activities

DATE(S): July 18, 2019 Rain Date: n/a

HOURS OF EVENT: From 1:00PM To: 7:00PM

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Bradley Park

Name of Applicant/Organization: United EVENTures

Address: 575 Fletcher Ave, Oradell, NJ 07649

Contact: Brian Rendine Phone: (201) 741-0785

Fax: \_\_\_\_\_ Email: Brian@teamUE.com

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

*If yes, please provide non-profit certificate*

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING:

We will be hosting an open enrollment program of several different activities for a group that will be staying at the Berkeley Oceanfront Hotel. Activities will consist of lawn games, volleyball, fitness activity, etc.

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

OVER

Attachment: cm 626 (2019-241 : Special Event Applications)

City of Asbury Park Special Events Application

Page Two

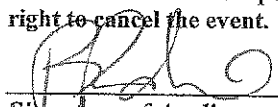
**WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT**Yes \_\_\_\_\_ No x If yes, please explain \_\_\_\_\_**NUMBER OF PEOPLE ANTICIPATED TO ATTEND:** The anticipated number of participants is around 100 people.**ADMISSION CHARGE? YES \_\_\_\_\_ NO x IF YES, HOW MUCH \_\_\_\_\_** (Not to exceed 200)**VENDOR CHARGE? YES \_\_\_\_\_ NO x IF YES, HOW MUCH \_\_\_\_\_****WILL YOU REQUIRE A STREET CLOSING? YES \_\_\_\_\_ NO x Please Give Details:**  
\_\_\_\_\_  
\_\_\_\_\_**PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOSAL OF TRASH AND DEBRIS:**There will not be a need for security or traffic control. We will be carryingeverything in and bringing everything out with us. Any trash, debris or recyclable materialswill be carried out with us, placed in our trailer and disposed of back at our office.**DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT:** None will be needed.  
\_\_\_\_\_  
\_\_\_\_\_***NOTE: There will be charges for all city services provided. Refer to the attached fee schedule.***

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

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

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

  
Signature of Applicant6/18/19

Date

Brian Rendine

Print Name of Applicant

For Special Events Office Use only:

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



# SPECIAL EVENTS PERMIT APPLICATION

Date Received: \_\_\_\_\_ APP. # \_\_\_\_\_

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

NAME OF EVENT: Bethel AME Church Family & Friends Day  
 DATE(S): August 11, 2019 Rain Date: \_\_\_\_\_  
 HOURS OF EVENT: From 1:00 am To: 5:00 pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Springwood Avenue Park

Name of Applicant/Organization: Bethel AME Church  
 Address: 1001 Cookman Avenue - Asbury Park  
 Contact: Gwendolyn Smith Phone: (908) 216-9647  
 Fax: (732) 988-2320 Email: bethelasburypark@gmail.com  
 Non-Profit? Yes ☒ No \_\_\_\_\_ Tax Exempt ID Number: 103-0091193  
*If yes, please provide non-profit certificate*

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING:

Worship Service & Barbeque

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

Attachment: cm 626 (2019-241 : Special Event Applications)

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes \_\_\_\_\_ No ☒ If yes, please explain \_\_\_\_\_NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 100ADMISSION CHARGE? YES \_\_\_\_\_ NO ☒ IF YES, HOW MUCH \_\_\_\_\_VENDOR CHARGE? YES \_\_\_\_\_ NO ☒ IF YES, HOW MUCH \_\_\_\_\_WILL YOU REQUIRE A STREET CLOSING? YES \_\_\_\_\_ NO ☒ Please Give Details: \_\_\_\_\_

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

Bethel Church will remove & dispose of all trash & debris.

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

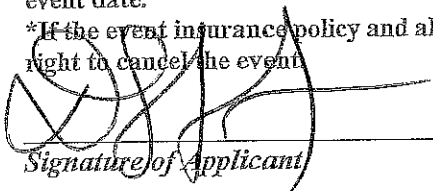
Public Works ~~Recycle~~ Recyclables  
Trash & ~~Recycle~~ Recyclables  
Fire PermitNOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

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

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

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

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

  
Signature of Applicant

Date

6-19-2019Daniel L. Hunter - Pastor  
Print Name of Applicant

For Special Events Office Use only:

Total Fees Calculated to be paid by Applicant \$

Total Fees Collected \$



# SPECIAL EVENTS PERMIT APPLICATION

Date Received: \_\_\_\_\_ APP. # \_\_\_\_\_

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

NAME OF EVENT: 28th Annual Asbury Park Fishing Club Fishing Flea Market

DATE(S): March 8, 2020 (1pm-3pm for setup) AND Event: March 9, 2020

HOURS OF EVENT: From 6am To: 3pm

**EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:**

Convention Hall

Name of Applicant/Organization: Asbury Park Fishing Club

Address: 1405 Pine Court, Asbury Park, NJ 07712

Contact: Joseph Pallotto Phone: 732 988 0121

Fax: \_\_\_\_\_ Email: mcraddock@verizon.net

Non-Profit? Yes x No    Tax Exempt ID Number: 22-2459408

*If yes, please provide non-profit certificate*

**DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING:** \_\_\_\_\_

sale of new and used fishing equipment

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

OVER

City of Asbury Park Special Events Application

Page Two

**WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT**Yes \_\_\_\_\_ No x If yes, please explain \_\_\_\_\_NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 1000ADMISSION CHARGE? YES x NO \_\_\_\_\_ IF YES, HOW MUCH \$5.00VENDOR CHARGE? YES x NO \_\_\_\_\_ IF YES, HOW MUCH \$45 per tableWILL YOU REQUIRE A STREET CLOSING? YES \_\_\_\_\_ NO x Please Give Details: \_\_\_\_\_

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOSAL OF TRASH AND DEBRIS: club members volunteer for all assignments

Madison Marquette employees are hired for trash and debris

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: none

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

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

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

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

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

5.9.19

Joseph Pallotto  
Signature of Applicant

Date

Joseph Pallotto

Print Name of Applicant

For Special Events Office Use:

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



## RESOLUTION NO. 2019-232

**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 \$555,727.01

**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 | \$ | 555,727.01 |
| TOTAL VOUCHERS   | \$ | 555,727.01 |

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-232 which was finally adopted by the City Council at a meeting held on the 26th day of June, 2019

CERTIFIED BY ME THIS DAY OF , .

MELODY HARTSGROVE  
DEPUTY CITY CLERK

June 19, 2019  
03:15 PM

CITY OF ASBURY PARK  
Bill List By Budget Account

3.H.1.a  
Page No. 1

P.O. Type: Contract      Print Alpha, Revenue, & G/L Accounts:      Y      Open: N    Void: N    Paid: N  
Format: Condensed      Held: Y    Aprv: N    Rcvd: Y  
Range: 8-First      to 9-Last      Bid: Y    State: Y    Other: Y    Exempt: Y  
Rcvd Batch Id Range: First    to Last      Include Non-Budgeted:  
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: UNEMPLOYMENT INSURANCE  
Extd: UNEMPLOYMENT INSURANCE

|                            |                                          |  |  |           |      |  |
|----------------------------|------------------------------------------|--|--|-----------|------|--|
| 8-01-23-225-000-209        | UNEMPLOYMENT INSURANCE Fees              |  |  |           |      |  |
| CITUNE CITY OF ASBURY PARK | 19-02095 Transfer Unemploy. budget       |  |  | 90,212.55 | 0.00 |  |
|                            | Extd Total: UNEMPLOYMENT INSURANCE       |  |  | 90,212.55 |      |  |
|                            | Department Total: UNEMPLOYMENT INSURANCE |  |  | 90,212.55 |      |  |
|                            | CAFR Total:                              |  |  | 90,212.55 |      |  |
|                            | Fund Total: CURRENT                      |  |  | 90,212.55 |      |  |

Fund: BEACH

|                            |                                    |  |  |          |      |  |
|----------------------------|------------------------------------|--|--|----------|------|--|
| 8-05-55-503-000-302        | BEACH UTILITY O/E: Unemployment    |  |  |          |      |  |
| CITUNE CITY OF ASBURY PARK | 19-02095 Transfer Unemploy. budget |  |  | 5,070.21 | 0.00 |  |
|                            | Extd Total:                        |  |  | 5,070.21 |      |  |
|                            | Department Total:                  |  |  | 5,070.21 |      |  |
|                            | CAFR Total:                        |  |  | 5,070.21 |      |  |
|                            | Fund Total: BEACH                  |  |  | 5,070.21 |      |  |

Fund: PARKING UTILITY: BUDGET:  
Department: PARKING UTILITY O/E: OTHER EXPENSES:  
Extd: PARKING UTILITY O/E: OTHER EXPENSES:

|                          |                                                        |  |  |           |      |  |
|--------------------------|--------------------------------------------------------|--|--|-----------|------|--|
| 8-06-55-502-000-201      | PARKING UTILITY O/E: General Plant                     |  |  |           |      |  |
| MURARM MURRAY'S UNIFORMS | 18-01699 #95230 Class 1 Full Uniform                   |  |  | 134.00    | 0.00 |  |
|                          | Extd Total: PARKING UTILITY O/E: OTHER EXPENSES:       |  |  | 134.00    |      |  |
|                          | Department Total: PARKING UTILITY O/E: OTHER EXPENSES: |  |  | 134.00    |      |  |
|                          | CAFR Total:                                            |  |  | 134.00    |      |  |
|                          | Fund Total: PARKING UTILITY: BUDGET:                   |  |  | 134.00    |      |  |
|                          | Year Total:                                            |  |  | 95,416.76 |      |  |

Fund: CURRENT  
Department: ADMINISTRATION  
Extd: ADMINISTRATION

|                                      |                                         |  |  |          |      |   |
|--------------------------------------|-----------------------------------------|--|--|----------|------|---|
| 9-01-20-100-000-201                  | ADMINISTRATION General Plant            |  |  |          |      |   |
| GEECHA GEESE CHASERS, LLC            | 19-01165 2ND QTR 2019 CLEARNG AND       |  |  | 1,079.00 | 0.00 | B |
| GEECHA GEESE CHASERS, LLC            | 19-01243 EGG ADDLING SERVICES AT SUNSET |  |  | 1,020.00 | 0.00 |   |
| OTTGRO Otteau Group Inc.             | 19-01360 Resolution 2019-66 Appraisal   |  |  | 2,208.95 | 0.00 | B |
| CRAPRI CRAFTMASTER PRINTING, INC.    | 19-01733 proclamations                  |  |  | 220.00   | 0.00 |   |
| ASBAUD Asbury Audio Inc.             | 19-01830 sound equipment for event      |  |  | 2,624.05 | 0.00 |   |
| ADAMN005 ADAM NELSON                 | 19-01891 Reimb for 6/18 BCom Event Inv  |  |  | 525.00   | 0.00 |   |
| MONINT MONMOUTH INTERNET CORPORATION | 19-02027 Social Services Public Phone   |  |  | 457.49   | 0.00 |   |

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CITY OF ASBURY PARK  
Bill List By Budget Account

| Budget Account<br>Vendor               | Description                       | P.O. Id  | P.O. Description             | Amount   | Void Amount | PO Type |
|----------------------------------------|-----------------------------------|----------|------------------------------|----------|-------------|---------|
| 9-01-20-100-000-201                    | ADMINISTRATION General Plant      |          | Continued                    |          |             |         |
| BSAFE005 BSAFE, INC.                   |                                   | 19-02064 | panel battery replacement    | 205.00   | 0.00        |         |
| WATSPR WATCHUNG SPRING WATER CO., INC. |                                   | 19-02065 | services for 5-9 to 6-5-2019 | 120.63   | 0.00        |         |
|                                        |                                   |          |                              | 8,460.12 |             |         |
| 9-01-20-100-000-202                    | ADMINISTRATION Office Supplies    |          |                              |          |             |         |
| CRAPRI CRAFTMASTER PRINTING, INC.      |                                   | 19-01870 | envelopes                    | 57.50    | 0.00        |         |
| 9-01-20-100-000-209                    | ADMINISTRATION Fees               |          |                              |          |             |         |
| MUNCAP MUNICIPAL CAPITAL CORPORATION   |                                   | 19-01995 | #16024:PMT. 44 OF 60         | 415.22   | 0.00        |         |
|                                        | Extd Total: ADMINISTRATION        |          |                              | 8,932.84 |             |         |
|                                        | Department Total: ADMINISTRATION  |          |                              | 8,932.84 |             |         |
| Department: HUMAN RESOURCES            |                                   |          |                              |          |             |         |
| Extd: HUMAN RESOURCES                  |                                   |          |                              |          |             |         |
| 9-01-20-105-000-299                    | HUMAN RESOURCES Misc.             |          |                              |          |             |         |
| LAWOFFS LAW OFFICE OF STEVEN S.        |                                   | 19-01866 | Services for May 2019        | 6,000.00 | 0.00        |         |
|                                        | Extd Total: HUMAN RESOURCES       |          |                              | 6,000.00 |             |         |
|                                        | Department Total: HUMAN RESOURCES |          |                              | 6,000.00 |             |         |
| Department: MAYOR & COUNCIL            |                                   |          |                              |          |             |         |
| Extd: MAYOR & COUNCIL                  |                                   |          |                              |          |             |         |
| 9-01-20-110-000-299                    | MAYOR & COUNCIL Misc.             |          |                              |          |             |         |
| INTIMP INITIAL IMPACT                  |                                   | 19-01934 | Ribbon for ribbon cutting    | 61.50    | 0.00        |         |
|                                        | Extd Total: MAYOR & COUNCIL       |          |                              | 61.50    |             |         |
|                                        | Department Total: MAYOR & COUNCIL |          |                              | 61.50    |             |         |
| Department: MUNICIPAL CLERK            |                                   |          |                              |          |             |         |
| Extd: MUNICIPAL CLERK                  |                                   |          |                              |          |             |         |
| 9-01-20-120-000-202                    | MUNICIPAL CLERK Office Supplies   |          |                              |          |             |         |
| CRAPRI CRAFTMASTER PRINTING, INC.      |                                   | 19-01805 | Mercantile Paper Orange      | 68.76    | 0.00        |         |
| 9-01-20-120-000-292                    | MUNIC CLERK Elections             |          |                              |          |             |         |
| RELGRA RELIANCE GRAPHICS, INC.         |                                   | 19-01783 | 2019 Primary Election        | 3,438.00 | 0.00        |         |
|                                        | Extd Total: MUNICIPAL CLERK       |          |                              | 3,506.76 |             |         |
|                                        | Department Total: MUNICIPAL CLERK |          |                              | 3,506.76 |             |         |
| Department: FINANCIAL ADMINISTRATION   |                                   |          |                              |          |             |         |
| Extd: FINANCIAL ADMINISTRATION         |                                   |          |                              |          |             |         |
| 9-01-20-130-000-201                    | FINANCE General Plant             |          |                              |          |             |         |
| ASBPAK ASBURY PARK PRESS               |                                   | 19-01880 | RFQ CBD PARKING STRUCTURE    | 91.64    | 0.00        |         |
| TRLIZA TRACY LIZARDI                   |                                   | 19-01989 | REIMBURSEMENT OF QPA RENEWAL | 35.00    | 0.00        |         |
| WATSPR WATCHUNG SPRING WATER CO., INC. |                                   | 19-01992 | ACCOUNT #014764 MAY/JUNE     | 106.48   | 0.00        |         |

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CITY OF ASBURY PARK  
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| Budget Account<br>Vendor               | Description                                  | P.O. Id  | P.O. Description               | Amount    | Void Amount | PO Type |
|----------------------------------------|----------------------------------------------|----------|--------------------------------|-----------|-------------|---------|
| 9-01-20-130-000-201                    | FINANCE General Plant                        |          | Continued                      |           |             |         |
| MUNCAP                                 | MUNICIPAL CAPITAL CORPORATION                | 19-01995 | #16024:PMT. 44 OF 60           | 389.62    | 0.00        |         |
|                                        |                                              |          |                                | 622.74    |             |         |
| 9-01-20-130-000-204                    | FINANCE Outside Services                     |          |                                |           |             |         |
| SAFDOC                                 | SAFEGUARD DOCUMENT DESTRUCTION               | 19-01470 | Shredding June 15, 2019        | 700.00    | 0.00        |         |
| 9-01-20-130-000-223                    | FINANCE Condo Reimbursements                 |          |                                |           |             |         |
| 300SEV                                 | 300 SEVENTH AVENUE CONDOMINIUM               | 19-01863 | 1st Q. 2019 Condo Reimb.       | 1,846.50  | 0.00        |         |
| ASBUR020                               | ASBURY COMMONS CONDOMINIUM                   | 19-01864 | 1st Q Condo Trash Reimb.       | 1,168.00  | 0.00        |         |
| ASBUR010                               | ASBURY PARK PLACE CONDOMINIUM                | 19-01865 | 2019 1st Q Trash Reimb.        | 2,064.00  | 0.00        |         |
| ASBUR015                               | ASBURY TERRACE CONDOMINIUM                   | 19-01867 | 2019 1st Q Trash Reimb.        | 1,484.50  | 0.00        |         |
| CAPRI005                               | CAPRI TERRACE CONDOMINIUM                    | 19-01868 | 2019 1st Q Trash Reimb.        | 1,539.00  | 0.00        |         |
| THEES005                               | THE ESPLANADE CONDOMINIUM                    | 19-01869 | 2019 1st Q Trash Reimb.        | 3,823.50  | 0.00        |         |
| SOUTH005                               | SOUTH GRAND CONDOMINIUM                      | 19-01871 | 2019 1st Q trash Reimb         | 1,512.00  | 0.00        |         |
| THELO005                               | THE LOFTS AT ASBURY PARK                     | 19-01873 | 2019 1st Q Trash Reimb.        | 3,236.00  | 0.00        |         |
| THEST005                               | THE ST. JAMES CONDOMINIUM                    | 19-01874 | 1st. Q 2019 Trash Reimb.       | 14,271.38 | 0.00        |         |
| THEMO005                               | THE MONROE CONDOMINIUM                       | 19-01875 | 2019 1st Q. Trash Reimb.       | 2,460.00  | 0.00        |         |
| THESA005                               | THE SANTANDER ASSOCIATION INC                | 19-01876 | 2019 1st Q Trash Reimb.        | 6,043.59  | 0.00        |         |
| DEALL                                  | DEAL LAKE VILLAGE GARDENS                    | 19-01900 | 2019 1st Q Trash Reimb.        | 3,038.60  | 0.00        |         |
| EUREK005                               | EUREKA CONDOMINIUM                           | 19-01901 | 2019 1st Q Trash Reimb.        | 1,620.50  | 0.00        |         |
| VIVEA005                               | VIVE ASBURY PARK CONDOMINIUM                 | 19-01902 | 2019 1st Q Trash Reimbursement | 3,872.70  | 0.00        |         |
|                                        |                                              |          |                                | 47,980.27 |             |         |
|                                        | Extd Total: FINANCIAL ADMINISTRATION         |          |                                | 49,303.01 |             |         |
|                                        | Department Total: FINANCIAL ADMINISTRATION   |          |                                | 49,303.01 |             |         |
| Department: TAX REVENUE ADMINISTRATION |                                              |          |                                |           |             |         |
| Extd: TAX REVENUE ADMINISTRATION       |                                              |          |                                |           |             |         |
| 9-01-20-145-000-209                    | TAX REV ADMIN Fees                           |          |                                |           |             |         |
| MUNCAP                                 | MUNICIPAL CAPITAL CORPORATION                | 19-01995 | #16024:PMT. 44 OF 60           | 236.52    | 0.00        |         |
|                                        | Extd Total: TAX REVENUE ADMINISTRATION       |          |                                | 236.52    |             |         |
|                                        | Department Total: TAX REVENUE ADMINISTRATION |          |                                | 236.52    |             |         |
| Department: TAX ASSESSOR               |                                              |          |                                |           |             |         |
| Extd: TAX ASSESSOR                     |                                              |          |                                |           |             |         |
| 9-01-20-150-000-209                    | TAX ASSESSOR Fees                            |          |                                |           |             |         |
| HARHAU                                 | HARRY HAUSHALTER                             | 19-01967 | INVOICE #1109 APRIL 2019       | 3,025.00  | 0.00        |         |
| BRBVAL                                 | BRB VALUATION & CONSULTING SVC               | 19-01968 | INVOICE #1722-19 17&18 APPEALS | 500.00    | 0.00        |         |
|                                        |                                              |          |                                | 3,525.00  |             |         |
|                                        | Extd Total: TAX ASSESSOR                     |          |                                | 3,525.00  |             |         |
|                                        | Department Total: TAX ASSESSOR               |          |                                | 3,525.00  |             |         |

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CITY OF ASBURY PARK  
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| Budget Account<br>Vendor                     | Description                             | P.O. Id | P.O. Description | Amount    | Void Amount | PO Type |
|----------------------------------------------|-----------------------------------------|---------|------------------|-----------|-------------|---------|
| Department: LEGAL SERVICES                   |                                         |         |                  |           |             |         |
| Extd: LEGAL SERVICES                         |                                         |         |                  |           |             |         |
| 9-01-20-155-000-209                          | LEGAL SERVICES Fees                     |         |                  |           |             |         |
| MARFAL MARAZITI FALCON, LLP                  | 19-02000 SERVICES RENDERED THRU MAY-19  |         |                  | 2,432.50  | 0.00        |         |
| Extd Total: LEGAL SERVICES                   |                                         |         |                  | 2,432.50  |             |         |
| Department Total: LEGAL SERVICES             |                                         |         |                  | 2,432.50  |             |         |
| Department: ENGINEERING SERVICES             |                                         |         |                  |           |             |         |
| Extd: ENGINEERING SERVICES                   |                                         |         |                  |           |             |         |
| 9-01-20-165-000-209                          | ENGINEERING SERVICES Fees               |         |                  |           |             |         |
| TMASSO T & M ASSOCIATES                      | 19-02119 LAF367959 General Eng. Svcs.   |         |                  | 9,723.25  | 0.00        |         |
| Extd Total: ENGINEERING SERVICES             |                                         |         |                  | 9,723.25  |             |         |
| Department Total: ENGINEERING SERVICES       |                                         |         |                  | 9,723.25  |             |         |
| CAFR Total:                                  |                                         |         |                  | 83,721.38 |             |         |
| Department: Planning Department              |                                         |         |                  |           |             |         |
| Extd: Planning Department                    |                                         |         |                  |           |             |         |
| 9-01-21-179-000-201                          | Planning Dept. General Plant            |         |                  |           |             |         |
| MUNCAP MUNICIPAL CAPITAL CORPORATION         | 19-01995 #16024:PMT. 44 OF 60           |         |                  | 200.97    | 0.00        |         |
| Extd Total: Planning Department              |                                         |         |                  | 200.97    |             |         |
| Department Total: Planning Department        |                                         |         |                  | 200.97    |             |         |
| Department: PLANNING BOARD                   |                                         |         |                  |           |             |         |
| Extd: PLANNING BOARD                         |                                         |         |                  |           |             |         |
| 9-01-21-180-000-201                          | PLANNING BOARD General Plant            |         |                  |           |             |         |
| JACSER JACK A. SERPICO                       | 19-02015 Serpico PB/ZB Invoices 04/2019 |         |                  | 1,112.50  | 0.00        |         |
| Extd Total: PLANNING BOARD                   |                                         |         |                  | 1,112.50  |             |         |
| Department Total: PLANNING BOARD             |                                         |         |                  | 1,112.50  |             |         |
| Department: ZONING BOARD OF ADJUSTMENT       |                                         |         |                  |           |             |         |
| Extd: ZONING BOARD OF ADJUSTMENT             |                                         |         |                  |           |             |         |
| 9-01-21-185-000-209                          | ZONING BOARD Fees                       |         |                  |           |             |         |
| JACSER JACK A. SERPICO                       | 19-02015 Serpico PB/ZB Invoices 04/2019 |         |                  | 1,137.50  | 0.00        |         |
| Extd Total: ZONING BOARD OF ADJUSTMENT       |                                         |         |                  | 1,137.50  |             |         |
| Department Total: ZONING BOARD OF ADJUSTMENT |                                         |         |                  | 1,137.50  |             |         |
| CAFR Total:                                  |                                         |         |                  | 2,450.97  |             |         |
| Department: CODE ENFORCEMENT AND ADMIN.      |                                         |         |                  |           |             |         |
| Extd: CODE ENFORCEMENT AND ADMIN.            |                                         |         |                  |           |             |         |
| 9-01-22-195-000-299                          | CODE ENFORCE Misc.                      |         |                  |           |             |         |
| WATSPR WATCHUNG SPRING WATER CO., INC.       | 19-01954 water and cooler               |         |                  | 40.45     | 0.00        |         |

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CITY OF ASBURY PARK  
Bill List By Budget Account

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| Budget Account<br>Vendor               | Description                                   | P.O. Id  | P.O. Description               | Amount          | Void Amount | PO Type |
|----------------------------------------|-----------------------------------------------|----------|--------------------------------|-----------------|-------------|---------|
| 9-01-22-195-000-299                    | CODE ENFORCE Misc.                            |          | Continued                      |                 |             |         |
| JUNLAS                                 | JUNGLE LASERS, LLC                            | 19-01955 | CE application 5/1/19-5/31-19  | 475.00          | 0.00        |         |
| VERIZON                                | VERIZON WIRELESS                              | 19-02098 | #342269861-00001 5/5 - 6/4/19  | 75.69           | 0.00        |         |
|                                        |                                               |          |                                | <u>591.14</u>   |             |         |
|                                        | Extd Total: CODE ENFORCEMENT AND ADMIN.       |          |                                | 591.14          |             |         |
|                                        | Department Total: CODE ENFORCEMENT AND ADMIN. |          |                                | 591.14          |             |         |
| Department: CONSTRUCTION CODE OFFICIAL |                                               |          |                                |                 |             |         |
| Extd: CONSTRUCTION CODE OFFICIAL       |                                               |          |                                |                 |             |         |
| 9-01-22-200-000-299                    | CONSTRUCTION CODE Misc. (In Cap)              |          |                                |                 |             |         |
| WBMASON                                | W.B.MASON CO., INC.                           | 19-01268 | OFFICE SUPPLIES                | 317.83          | 0.00        |         |
| SEAFOR                                 | SEA BREEZE FORD INC.                          | 19-01590 | DIAGNOSTIC WORK FOR INSPECTION | 598.87          | 0.00        |         |
| SHIINT                                 | SHI INTERNATIONAL CORP                        | 19-01663 | Q#17118767                     | 110.67          | 0.00        |         |
| WBMASON                                | W.B.MASON CO., INC.                           | 19-01782 | CABINETS                       | 1,995.00        | 0.00        |         |
| MUNCAP                                 | MUNICIPAL CAPITAL CORPORATION                 | 19-01995 | #16024:PMT. 44 OF 60           | 582.97          | 0.00        |         |
| VERIZON                                | VERIZON WIRELESS                              | 19-02098 | #342269861-00001 5/5 - 6/4/19  | 85.72           | 0.00        |         |
|                                        |                                               |          |                                | <u>3,691.06</u> |             |         |
|                                        | Extd Total: CONSTRUCTION CODE OFFICIAL        |          |                                | 3,691.06        |             |         |
|                                        | Department Total: CONSTRUCTION CODE OFFICIAL  |          |                                | 3,691.06        |             |         |
|                                        | CAFR Total:                                   |          |                                | 4,282.20        |             |         |
| Department: UNEMPLOYMENT INSURANCE     |                                               |          |                                |                 |             |         |
| Extd: UNEMPLOYMENT INSURANCE           |                                               |          |                                |                 |             |         |
| 9-01-23-225-000-209                    | UNEMPLOYMENT INSURANCE Fees                   |          |                                |                 |             |         |
| CITUNE                                 | CITY OF ASBURY PARK                           | 19-02095 | Transfer Unemploy. budget      | 54,657.62       | 0.00        |         |
|                                        | Extd Total: UNEMPLOYMENT INSURANCE            |          |                                | 54,657.62       |             |         |
|                                        | Department Total: UNEMPLOYMENT INSURANCE      |          |                                | 54,657.62       |             |         |
|                                        | CAFR Total:                                   |          |                                | 54,657.62       |             |         |
| Department: POLICE DEPARTMENT          |                                               |          |                                |                 |             |         |
| Extd: POLICE DEPARTMENT                |                                               |          |                                |                 |             |         |
| 9-01-25-240-000-201                    | POLICE General Plant                          |          |                                |                 |             |         |
| MUNCAP                                 | MUNICIPAL CAPITAL CORPORATION                 | 19-01995 | #16024:PMT. 44 OF 60           | 202.52          | 0.00        |         |
| COMPSY                                 | COMPREHENSIVE PSYCH.SERVICES                  | 19-02006 | Fitness For Duty Psychological | 2,000.00        | 0.00        |         |
| LIFSTO                                 | LIFE STORAGE #448                             | 19-02008 | SPACE #112 PD 6/1/19 - 1/1/20  | 1,162.00        | 0.00        |         |
| STATOX                                 | STATE TOXICOLOGY LABORATORY                   | 19-02032 | (2) Applicant Analysis (1)     | 135.00          | 0.00        |         |
|                                        |                                               |          |                                | <u>3,499.52</u> |             |         |
| 9-01-25-240-000-203                    | POLICE Motor Vehicle                          |          |                                |                 |             |         |
| EDWTIR                                 | EDWARDS TIRE CO., INC.                        | 19-00685 | Blanket Car Repairs            | 116.00          | 0.00        | B       |
| EASAUT                                 | EASTERN AUTOPARTS WAREHOUSE                   | 19-01177 | Blanket Auto Repairs           | 551.32          | 0.00        | B       |
| SEAFOR                                 | SEA BREEZE FORD INC.                          | 19-01614 | #Q000259654 Motor Mount Car 8  | 126.23          | 0.00        |         |
| RICAUT                                 | RICH'S AUTO BODY                              | 19-01884 | #330106a9 Repaired Right Lower | 260.00          | 0.00        |         |
| BENAUT                                 | BENNETT'S AUTO RECOVERY, INC.                 | 19-02019 | #19-9526,19-9527 Tire Change & | 40.00           | 0.00        |         |
| RICAUT                                 | RICH'S AUTO BODY                              | 19-02037 | #11026, 11029,11025, Towed to  | 60.00           | 0.00        |         |

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| Budget Account<br>Vendor               | Description                             | P.O. Id | P.O. Description | Amount    | Void Amount | PO Type |
|----------------------------------------|-----------------------------------------|---------|------------------|-----------|-------------|---------|
| 9-01-25-240-000-203                    | POLICE Motor Vehicle                    |         | Continued        |           |             |         |
| BENAUT BENNETT'S AUTO RECOVERY, INC.   | 19-02043 #19-09646, 19-09660 Towed 2011 |         |                  | 210.00    | 0.00        |         |
|                                        |                                         |         |                  | 1,363.55  |             |         |
| 9-01-25-240-000-218                    | POLICE Contract.Serv.                   |         |                  |           |             |         |
| WIRCOM WIRELESS COMMUNICATIONS &       | 19-01702 #M58603 Mobile Data May 2019   |         |                  | 1,220.00  | 0.00        |         |
| MUNCAP MUNICIPAL CAPITAL CORPORATION   | 19-01995 #16024:PMT. 44 OF 60           |         |                  | 299.96    | 0.00        |         |
| MUNCAP MUNICIPAL CAPITAL CORPORATION   | 19-02020 3466030619 Contract #18726 Pmt |         |                  | 515.72    | 0.00        |         |
| OPTIMUM OPTIMUM                        | 19-02044 #07866-182313-01-5 Current     |         |                  | 176.58    | 0.00        |         |
|                                        |                                         |         |                  | 2,212.26  |             |         |
| 9-01-25-240-000-222                    | POLICE Training                         |         |                  |           |             |         |
| MONCON MONMOUTH COUNTY POLICE ACADEMY  | 19-00337 Reality Based Street Fighting  |         |                  | 25.00     | 0.00        |         |
| MONCON MONMOUTH COUNTY POLICE ACADEMY  | 19-00344 Reality Based Street Fighting  |         |                  | 50.00     | 0.00        |         |
| MONCON MONMOUTH COUNTY POLICE ACADEMY  | 19-00345 Bias Incident Investigations   |         |                  | 100.00    | 0.00        |         |
| MONCON MONMOUTH COUNTY POLICE ACADEMY  | 19-00392 Bias Incident Investigation    |         |                  | 25.00     | 0.00        |         |
| MONCON MONMOUTH COUNTY POLICE ACADEMY  | 19-00526 Reality Based Street Fighting  |         |                  | 25.00     | 0.00        |         |
| MONCON MONMOUTH COUNTY POLICE ACADEMY  | 19-00653 Reality Based Street Fighting  |         |                  | 50.00     | 0.00        |         |
| MONCON MONMOUTH COUNTY POLICE ACADEMY  | 19-02026 37th SLEO 1 Course Recruits    |         |                  | 900.00    | 0.00        |         |
|                                        |                                         |         |                  | 1,175.00  |             |         |
| 9-01-25-240-000-226                    | POLICE Bd.ofPrisoners                   |         |                  |           |             |         |
| MCDONA KJK RESTAURANTS, LLC            | 19-02013 Meals for Prisoners May 2019   |         |                  | 39.71     | 0.00        |         |
| 9-01-25-240-000-237                    | POLICE Accreditation                    |         |                  |           |             |         |
| THEROG THE RODGERS GROUP, LLC          | 19-01797 INVOICE #4975 SERVICE &        |         |                  | 10,900.00 | 0.00        |         |
| THEROG THE RODGERS GROUP, LLC          | 19-01798 INVOICE #5183 SUBSCRIPTION     |         |                  | 23,660.00 | 0.00        |         |
|                                        |                                         |         |                  | 34,560.00 |             |         |
|                                        | Extd Total: POLICE DEPARTMENT           |         |                  | 42,850.04 |             |         |
|                                        | Department Total: POLICE DEPARTMENT     |         |                  | 42,850.04 |             |         |
| Department: FIRE DEPARTMENT            |                                         |         |                  |           |             |         |
| Extd: FIRE DEPARTMENT                  |                                         |         |                  |           |             |         |
| 9-01-25-265-000-201                    | FIRE DEPT. General Plant                |         |                  |           |             |         |
| ALLHAN ALL HANDS FIRE EQUIPMENT, LLC   | 19-01781 Blanket-Fix Hydra-Ram Tool     |         |                  | 404.99    | 0.00        |         |
| INSPSY INSTITUTE FOR FORENSIC          | 19-01819 Inv # 12891 New Hire Exams     |         |                  | 2,375.00  | 0.00        |         |
| COMSAF COMMUNITY SAFETY CONSULTANTS    | 19-01913 Inv #19-ASHI-5172,5173         |         |                  | 144.00    | 0.00        |         |
| AIRUSA AIRGAS USA, LLC                 | 19-02126 Inv 9962059059 Med Oxygen      |         |                  | 30.59     | 0.00        |         |
|                                        |                                         |         |                  | 2,954.58  |             |         |
| 9-01-25-265-000-203                    | FIRE DEPT. Motor Vehicle                |         |                  |           |             |         |
| EASAUT EASTERN AUTOPARTS WAREHOUSE     | 19-00310 Blanket PO not to exceed       |         |                  | 87.56     | 0.00        | B       |
| SEAFOR SEA BREEZE FORD INC.            | 19-01508 Blanket PO not to exceed       |         |                  | 102.26    | 0.00        | B       |
| RHSPRI R&H SPRING & TRUCK REPAIR, INC. | 19-01821 Est #36583 frontend wk veh #89 |         |                  | 1,568.08  | 0.00        |         |
|                                        |                                         |         |                  | 1,757.90  |             |         |
| 9-01-25-265-000-206                    | FIRE DEPT. Purchase of Equipment        |         |                  |           |             |         |
| ALLHAN ALL HANDS FIRE EQUIPMENT, LLC   | 19-00789 EST21517 Retirement badge WM   |         |                  | 91.00     | 0.00        |         |
| NJFIRE NJ FIRE EQUIPMENT COMPANY       | 19-01255 Estimate #: 54888              |         |                  | 81.00     | 0.00        |         |
| NJFIRE NJ FIRE EQUIPMENT COMPANY       | 19-01514 Est. #: 54908                  |         |                  | 220.00    | 0.00        |         |
| NJFIRE NJ FIRE EQUIPMENT COMPANY       | 19-01515 Estimate #: 54909              |         |                  | 92.00     | 0.00        |         |

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| Budget Account<br>Vendor                | Description                             | P.O. Id | P.O. Description | Amount    | Void Amount | PO Type |
|-----------------------------------------|-----------------------------------------|---------|------------------|-----------|-------------|---------|
| 9-01-25-265-000-206                     | FIRE DEPT. Purchase of Equipment        |         | Continued        |           |             |         |
| GENSAF GEN-EL SAFETY & INDUSTRIAL       | 19-01598 Quote #: 30500                 |         |                  | 95.95     | 0.00        |         |
|                                         |                                         |         |                  | 579.95    |             |         |
| 9-01-25-265-000-214                     | FIRE DEPT. Building Maintenance         |         |                  |           |             |         |
| VERITIV VERITIV OPERATING COMPANY       | 19-01757 Blanket PO not to exceed       |         |                  | 136.76    | 0.00        | B       |
| 9-01-25-265-000-218                     | FIRE DEPT. Contract.Serv.               |         |                  |           |             |         |
| MUNCAP MUNICIPAL CAPITAL CORPORATION    | 19-01995 #16024:PMT. 44 OF 60           |         |                  | 75.44     | 0.00        |         |
| VERIZON VERIZON WIRELESS                | 19-02098 #342269861-00001 5/5 - 6/4/19  |         |                  | 45.63     | 0.00        |         |
|                                         |                                         |         |                  | 121.07    |             |         |
| 9-01-25-265-000-229                     | FIRE DEPT. Medical Sup.                 |         |                  |           |             |         |
| EMSAR EMSAR NEW JERSEY                  | 19-01963 Inv 32754 Stretcher repair     |         |                  | 200.00    | 0.00        |         |
|                                         | Extd Total: FIRE DEPARTMENT             |         |                  | 5,750.26  |             |         |
|                                         | Department Total: FIRE DEPARTMENT       |         |                  | 5,750.26  |             |         |
|                                         | CAFR Total:                             |         |                  | 48,600.30 |             |         |
| Department: STREETS & ROADS MAINTENANCE |                                         |         |                  |           |             |         |
| Extd: STREETS & ROADS MAINTENANCE       |                                         |         |                  |           |             |         |
| 9-01-26-290-000-201                     | STREETS & ROAD General Plant            |         |                  |           |             |         |
| THEHAR THE HARDWARE STORE               | 19-00128 Various Tools, Parts, etc      |         |                  | 173.88    | 0.00        | B       |
| THEHAR THE HARDWARE STORE               | 19-01729 Asphalt Lute, Bow Rakes, etc   |         |                  | 1,607.14  | 0.00        |         |
| JAEUM JAEGER LUMBER & SUPPLY CO. INC    | 19-01850 4x8-15/32 (1/2") CD EXT Fir    |         |                  | 518.10    | 0.00        |         |
| GRAING GRAINGER, INC.                   | 19-01851 Water Hose, Kink Free, 100ft   |         |                  | 137.82    | 0.00        |         |
| SITE0005 SITEONE LANDSCAPE SUPPLY LLC   | 19-01957 LESCO Lockup Extra2 Fertilizer |         |                  | 61.08     | 0.00        |         |
| STAVOLA STAVOLA ASPHALT COMPANY, INC.   | 19-01965 #141121 Hot Mixed Asphalt 5/20 |         |                  | 114.58    | 0.00        |         |
| MUNCAP MUNICIPAL CAPITAL CORPORATION    | 19-01995 #16024:PMT. 44 OF 60           |         |                  | 211.19    | 0.00        |         |
| MANLUC MANNY LUCAS                      | 19-02030 Registration and Housing       |         |                  | 281.00    | 0.00        |         |
| STAVOLA STAVOLA ASPHALT COMPANY, INC.   | 19-02069 #141769 Hot Mixed Asphalt      |         |                  | 124.25    | 0.00        |         |
|                                         |                                         |         |                  | 3,229.04  |             |         |
| 9-01-26-290-000-203                     | STREETS & ROAD Motor Vehicle            |         |                  |           |             |         |
| THEHOS THE HOSE SHOP, INC.              | 19-00293 Various Hoses, Tools, etc      |         |                  | 11.37     | 0.00        | B       |
| EDWTIR EDWARDS TIRE CO., INC.           | 19-00532 Various Tires, Service, etc    |         |                  | 347.70    | 0.00        | B       |
| EASAUT EASTERN AUTOPARTS WAREHOUSE      | 19-00891 Various Supplies, Parts, etc   |         |                  | 49.38     | 0.00        | B       |
| LAWPRO LAWSON PRODUCTS, INC.            | 19-01492 Automotive Supplies & Tools    |         |                  | 111.23    | 0.00        | B       |
| GPCNA092 GPC-NAPA AUTO PARTS            | 19-01493 Automotive Supplies & Tools    |         |                  | 838.61    | 0.00        | B       |
| MODGRO MODERN GROUP, LTD.               | 19-01494 Automotive Supplies & Tools    |         |                  | 282.61    | 0.00        | B       |
| ALLDIE ALLIED DIESEL SERVICE, INC.      | 19-01495 Automotive Supplies & Tools    |         |                  | 97.00     | 0.00        | B       |
| CHEVAL CHERRY VALLEY TRACTOR SALES      | 19-01496 Automotive Supplies & Tools    |         |                  | 209.95    | 0.00        | B       |
| EASAUT EASTERN AUTOPARTS WAREHOUSE      | 19-01535 Various Automotive Supplies    |         |                  | 934.71    | 0.00        | B       |
| SEAFOR SEA BREEZE FORD INC.             | 19-01882 Service Engine, Gaskets, etc   |         |                  | 5,249.52  | 0.00        |         |
| OCECOUA OCEAN COUNTY AUTO WRECKERS, INC | 19-01916 2004 Dodge1500 Pickup Lid/Gate |         |                  | 285.00    | 0.00        |         |
| SEAWEL SEABOARD WELDING SUPPLY, INC.    | 19-01977 Ace & Oxy Cylinders, etc       |         |                  | 83.25     | 0.00        |         |
| GPCNA091 GPC-NAPA AUTO PARTS            | 19-01981 Quote: 5W30 Motor Oil, 55 Gal  |         |                  | 699.00    | 0.00        |         |
| GPCNA091 GPC-NAPA AUTO PARTS            | 19-01983 Quote: 6 12 24 Wheel Charger   |         |                  | 499.99    | 0.00        |         |
| NORSWE NORTHEAST SWEEPERS & RENTALS,    | 19-02033 Steering Ball and Shipping Fee |         |                  | 819.88    | 0.00        |         |
| NORSWE NORTHEAST SWEEPERS & RENTALS,    | 19-02034 Brush Motor and Shipping Fee   |         |                  | 569.91    | 0.00        |         |

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| Budget Account<br>Vendor             | Description    | P.O. Id               | P.O. Description                              | Amount           | Void Amount | PO Type |
|--------------------------------------|----------------|-----------------------|-----------------------------------------------|------------------|-------------|---------|
| 9-01-26-290-000-203                  | STREETS & ROAD | Motor Vehicle         | Continued                                     |                  |             |         |
| EDWTIR EDWARDS TIRE CO., INC.        |                | 19-02038              | OTR 350MAG C (6 Ply) Tires                    | 885.30           | 0.00        |         |
|                                      |                |                       |                                               | <u>11,974.41</u> |             |         |
| 9-01-26-290-000-210                  | STREETS & ROAD | Network Fleet         |                                               |                  |             |         |
| NETWOR NETWORKFLEET, INC.            |                | 19-02117              | #1791402 Monthly Bundled - Jun                | 3,544.00         | 0.00        |         |
| 9-01-26-290-000-211                  | STREETS & ROAD | Traffic               |                                               |                  |             |         |
| SHEWIL SHERWIN WILLIAMS              |                | 19-01972              | Kit, Pump, HH Item# 17P186                    | 160.00           | 0.00        |         |
| 9-01-26-290-000-218                  | STREETS & ROAD | Contract.Serv.        |                                               |                  |             |         |
| WATEAS WATERLOGIC AMERICAS LLC       |                | 19-00080              | Service Agreement 32133                       | 40.27            | 0.00        | B       |
| PRESPE PREVENTION SPECIALISTS, INC.  |                | 19-01927              | Post Accident BAT & Drug Test                 | 102.00           | 0.00        |         |
| OPTIMUM OPTIMUM                      |                | 19-02024              | Account No. 07866-183188-01-1                 | 31.24            | 0.00        |         |
| VERIZON VERIZON WIRELESS             |                | 19-02098              | #342269861-00001 5/5 - 6/4/19                 | 75.69            | 0.00        |         |
|                                      |                |                       |                                               | <u>249.20</u>    |             |         |
| 9-01-26-290-000-235                  | STREETS & ROAD | Shade Tree Commission |                                               |                  |             |         |
| GASFAM GASKOS FAMILY FARM            |                | 19-01964              | #146236 Various Flowers/Plants                | 795.25           | 0.00        |         |
| GASFAM GASKOS FAMILY FARM            |                | 19-01973              | #083472 1 Gal Perennials 5/14                 | 210.00           | 0.00        |         |
| SUNFAR SUNSET FARM MARKET GARDEN     |                | 19-01991              | Purchases by ESTC Tom Pivinski                | 3,294.70         | 0.00        |         |
|                                      |                |                       |                                               | <u>4,299.95</u>  |             |         |
|                                      |                |                       | Extd Total: STREETS & ROADS MAINTENANCE       | 23,456.60        |             |         |
|                                      |                |                       | Department Total: STREETS & ROADS MAINTENANCE | 23,456.60        |             |         |
| Department: SOLID WASTE COLLECTION   |                |                       |                                               |                  |             |         |
| Extd: SOLID WASTE COLLECTION         |                |                       |                                               |                  |             |         |
| 9-01-26-305-000-209                  | SOLID WASTE    | Fees                  |                                               |                  |             |         |
| RUBREC RUBBERCYCLE LLC               |                | 19-00093              | Recycling of Various Tires                    | 38.00            | 0.00        | B       |
| DELDEM DELISA DEMOLITION, INC.       |                | 19-00705              | Construction Debris Removal                   | 2,579.06         | 0.00        | B       |
| ATLCOAS ATLANTIC COAST FIBERS, LLC   |                | 19-01858              | Single Stream - Inbound                       | 6,980.00         | 0.00        |         |
| DELDEM DELISA DEMOLITION, INC.       |                | 19-01921              | #162290 Trash Tipping Fees                    | 37,943.97        | 0.00        |         |
| DELDEM DELISA DEMOLITION, INC.       |                | 19-01922              | #162082 Construction Debris                   | 2,353.05         | 0.00        |         |
| TRECTY TREASURER CTY OF MONMOUTH     |                | 19-01979              | Reclamation Center                            | 6,263.83         | 0.00        |         |
| DELDEM DELISA DEMOLITION, INC.       |                | 19-01985              | #162282 Construction Debris                   | 2,498.55         | 0.00        |         |
| MICBEN MICKEY BENOIT, INC            |                | 19-02070              | Brush, Delivered                              | 1,584.60         | 0.00        |         |
|                                      |                |                       |                                               | <u>60,241.06</u> |             |         |
|                                      |                |                       | Extd Total: SOLID WASTE COLLECTION            | 60,241.06        |             |         |
|                                      |                |                       | Department Total: SOLID WASTE COLLECTION      | 60,241.06        |             |         |
| Department: BUILDINGS & GROUNDS      |                |                       |                                               |                  |             |         |
| Extd: BUILDINGS & GROUNDS            |                |                       |                                               |                  |             |         |
| 9-01-26-310-000-201                  | BUILDING & GND | General Plant         |                                               |                  |             |         |
| MONARCH MONARCH ELECTRIC COMPANY     |                | 19-00084              | Electrical Equipment/Tools                    | 182.49           | 0.00        | B       |
| THEHAR THE HARDWARE STORE            |                | 19-02127              | #1313410 Felt Round Pads, etc                 | 94.71            | 0.00        |         |
|                                      |                |                       |                                               | <u>277.20</u>    |             |         |
| 9-01-26-310-000-218                  | BUILDING & GND | Contract.Serv.        |                                               |                  |             |         |
| BELPLU BELMAR PLUMBING & HEATING INC |                | 19-01905              | Labor and Material 5/23/19                    | 628.91           | 0.00        |         |

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| Budget Account<br>Vendor                  | Description                                     | P.O. Id | P.O. Description | Amount    | Void Amount | PO Type |
|-------------------------------------------|-------------------------------------------------|---------|------------------|-----------|-------------|---------|
| 9-01-26-310-000-218                       | BUILDING & GND Contract.Serv.                   |         | Continued        |           |             |         |
| TERPES THE TERMINIX INTERNATIONAL CO      | 19-01960 #386225767 Pest Control Svc            |         |                  | 225.00    | 0.00        |         |
|                                           |                                                 |         |                  | 853.91    |             |         |
|                                           | Extd Total: BUILDINGS & GROUNDS                 |         |                  | 1,131.11  |             |         |
|                                           | Department Total: BUILDINGS & GROUNDS           |         |                  | 1,131.11  |             |         |
|                                           | CAFR Total:                                     |         |                  | 84,828.77 |             |         |
| Department: SENIOR CENTER                 |                                                 |         |                  |           |             |         |
| Extd: SENIOR CENTER                       |                                                 |         |                  |           |             |         |
| 9-01-27-350-000-299                       | SENIOR CENTER Misc.                             |         |                  |           |             |         |
| WBMASON W.B.MASON CO., INC.               | 19-01841 Steel Drop Box/Sugestion               |         |                  | 36.33     | 0.00        |         |
|                                           | Extd Total: SENIOR CENTER                       |         |                  | 36.33     |             |         |
|                                           | Department Total: SENIOR CENTER                 |         |                  | 36.33     |             |         |
|                                           | CAFR Total:                                     |         |                  | 36.33     |             |         |
| Department: RECREATION SERVICES & PROGRAM |                                                 |         |                  |           |             |         |
| Extd: RECREATION SERVICES & PROGRAM       |                                                 |         |                  |           |             |         |
| 9-01-28-370-000-299                       | RECREATION Misc.                                |         |                  |           |             |         |
| CASDIC CASSANDRA DICKERSON                | 19-01952 reimbursement                          |         |                  | 58.60     | 0.00        |         |
| LIFSTO LIFE STORAGE #448                  | 19-01959 SPACE #230 RECREATION                  |         |                  | 1,505.00  | 0.00        |         |
| APLITL ASBURY PARK LITTLE LEAGUE, INC     | 19-02017 little league summer camp              |         |                  | 2,500.00  | 0.00        |         |
|                                           |                                                 |         |                  | 4,063.60  |             |         |
|                                           | Extd Total: RECREATION SERVICES & PROGRAM       |         |                  | 4,063.60  |             |         |
|                                           | Department Total: RECREATION SERVICES & PROGRAM |         |                  | 4,063.60  |             |         |
|                                           | CAFR Total:                                     |         |                  | 4,063.60  |             |         |
| Department: LIGHTING                      |                                                 |         |                  |           |             |         |
| Extd: LIGHT, HEAT & POWER                 |                                                 |         |                  |           |             |         |
| 9-01-31-435-435-299                       | LIGHT, HEAT & POWER Misc.                       |         |                  |           |             |         |
| NJAMER N.J. AMERICAN WATER CO.            | 19-01999 #1018-210026644735 5/3-6/4             |         |                  | 2,831.70  | 0.00        |         |
| NJAMER N.J. AMERICAN WATER CO.            | 19-02028 #1018-210022681275 5/3 - 6/4           |         |                  | 730.61    | 0.00        |         |
| NJAMER N.J. AMERICAN WATER CO.            | 19-02122 #1018-210024807240 5/3 - 6/4           |         |                  | 1,557.96  | 0.00        |         |
|                                           |                                                 |         |                  | 5,120.27  |             |         |
|                                           | Extd Total: LIGHT, HEAT & POWER                 |         |                  | 5,120.27  |             |         |
| Extd: STREET&TRAFFIC LIGHTING             |                                                 |         |                  |           |             |         |
| 9-01-31-435-436-299                       | STREET&TRAFFIC LIGHTING Misc.                   |         |                  |           |             |         |
| JCPL JCPL                                 | 19-01998 #200 000 001 293 MASTER ACCT           |         |                  | 1,440.57  | 0.00        |         |
|                                           | Extd Total: STREET&TRAFFIC LIGHTING             |         |                  | 1,440.57  |             |         |
|                                           | Department Total: LIGHTING                      |         |                  | 6,560.84  |             |         |

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| Budget Account<br>Vendor             | Description                                | P.O. Id  | P.O. Description           | Amount        | Void Amount | PO Type |
|--------------------------------------|--------------------------------------------|----------|----------------------------|---------------|-------------|---------|
| Department: TELEPHONE                |                                            |          |                            |               |             |         |
| Extd: TELEPHONE                      |                                            |          |                            |               |             |         |
| 9-01-31-440-000-299                  | TELEPHONE Misc.                            |          |                            |               |             |         |
| MONINT                               | MONMOUTH INTERNET CORPORATION              | 19-01996 | INVOICE#294764-M JUNE 2019 | 4,314.15      | 0.00        |         |
| VERZON                               | VERIZON BUSINESS                           | 19-01997 | ACCT #152-069-551-0001-78  | <u>124.99</u> | 0.00        |         |
|                                      |                                            |          |                            | 4,439.14      |             |         |
|                                      | Extd Total: TELEPHONE                      |          |                            | 4,439.14      |             |         |
|                                      | Department Total: TELEPHONE                |          |                            | 4,439.14      |             |         |
| Department: GASOLINE                 |                                            |          |                            |               |             |         |
| Extd: GASOLINE                       |                                            |          |                            |               |             |         |
| 9-01-31-460-000-299                  | GASOLINE Misc.                             |          |                            |               |             |         |
| GRIALLI                              | GRIFFITH-ALLIED TRUCKING, LLC              | 19-01675 | Unleaded and Diesel Fuel   | 18,403.34     | 0.00        | B       |
|                                      | Extd Total: GASOLINE                       |          |                            | 18,403.34     |             |         |
|                                      | Department Total: GASOLINE                 |          |                            | 18,403.34     |             |         |
|                                      | CAFR Total:                                |          |                            | 29,403.32     |             |         |
| Department: MUNICIPAL COURT          |                                            |          |                            |               |             |         |
| Extd: MUNICIPAL COURT                |                                            |          |                            |               |             |         |
| 9-01-43-490-000-201                  | MUNIC COURT General Plant                  |          |                            |               |             |         |
| MUNCAP                               | MUNICIPAL CAPITAL CORPORATION              | 19-01995 | #16024:PMT. 44 OF 60       | 83.31         | 0.00        |         |
| 9-01-43-490-000-202                  | MUNIC COURT Office Supplies                |          |                            |               |             |         |
| CRAPRI                               | CRAFTMASTER PRINTING, INC.                 | 19-01890 | void/dismiss slips         | 318.00        | 0.00        |         |
| GREFIN                               | GREATAMERICA FINANCIAL SVCS.               | 19-01914 | mail machine 6/3/19        | 145.00        | 0.00        |         |
| KEPSPR                               | KEPWELL SPRING WATER                       | 19-02040 | water 5 gal/rental         | <u>42.80</u>  | 0.00        |         |
|                                      |                                            |          |                            | 505.80        |             |         |
| 9-01-43-490-000-245                  | MUNIC COURT Interpreter                    |          |                            |               |             |         |
| BEACRA                               | BEATRIZ C. CRANEY                          | 19-01816 | interpreter 5/17,24        | 338.75        | 0.00        |         |
|                                      | Extd Total: MUNICIPAL COURT                |          |                            | 927.86        |             |         |
|                                      | Department Total: MUNICIPAL COURT          |          |                            | 927.86        |             |         |
|                                      | CAFR Total:                                |          |                            | 927.86        |             |         |
| CAFR: CURRENT FUND NON BUDGET ACCTS: |                                            |          |                            |               |             |         |
| Department: TAXES PAYABLE:           |                                            |          |                            |               |             |         |
| Extd: TAXES PAYABLE:                 |                                            |          |                            |               |             |         |
| 9-01-55-001-000-011                  | ACCOUNTS PAYABLE                           |          |                            |               |             |         |
| PAGAL                                | Parlor Gallery, LLC                        | 18-02759 | Resol. 2017-383            | 4,500.00      | 0.00        | B       |
|                                      | Extd Total: TAXES PAYABLE:                 |          |                            | 4,500.00      |             |         |
|                                      | Department Total: TAXES PAYABLE:           |          |                            | 4,500.00      |             |         |
|                                      | CAFR Total: CURRENT FUND NON BUDGET ACCTS: |          |                            | 4,500.00      |             |         |
|                                      | Fund Total: CURRENT                        |          |                            | 317,472.35    |             |         |

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| Budget Account<br>Vendor | Description                          | P.O. Id  | P.O. Description                   | Amount    | Void Amount | PO Type |
|--------------------------|--------------------------------------|----------|------------------------------------|-----------|-------------|---------|
| Fund:                    | BEACH                                |          |                                    |           |             |         |
| Department:              | BEACH UTILITY O/E: OTHER EXPENSES:   |          |                                    |           |             |         |
| Extd:                    | BEACH UTILITY O/E: OTHER EXPENSES:   |          |                                    |           |             |         |
| 9-05-55-502-000-201      | BEACH UTILITY O/E: General Plant     |          |                                    |           |             |         |
| SHIINT                   | SHI INTERNATIONAL CORP               | 19-01122 | Accessories for Hnd-Hld Radios     | 4,794.38  | 0.00        |         |
| GLESUP                   | GLENCO SUPPLY INC.                   | 19-01130 | Custom Signage for Beachfront      | 340.00    | 0.00        |         |
| STUMPY                   | STUMPY'S SALES & SERVICE, INC.       | 19-01140 | Parts, Material and Service        | 94.95     | 0.00        | B       |
| JERCAP                   | JERSEY CAPE DIAGNOSTICS              | 19-01188 | 2019 Seasonal Beachfront Tags      | 1,900.00  | 0.00        |         |
| VERITIV                  | VERITIV OPERATING COMPANY            | 19-01361 | Blanket not to exceed 2,000        | 1,004.62  | 0.00        | B       |
| PICGIO                   | PICERNO-GIORDANO CONSTRUCTION        | 19-01444 | Strap Seats, Full Bucket, etc      | 742.00    | 0.00        |         |
| JERCAP                   | JERSEY CAPE DIAGNOSTICS              | 19-01502 | Wristbands & Printing Plate        | 7,020.00  | 0.00        |         |
| GRAING                   | GRAINGER, INC.                       | 19-01570 | Airless Paint Sprayer, 5/8 HP      | 254.66    | 0.00        |         |
| THEHAR                   | THE HARDWARE STORE                   | 19-01649 | Various Supplies, Tools, etc       | 742.12    | 0.00        | B       |
| BENSHA                   | BEN SHAFFER RECREATION INC.          | 19-01667 | 20' DBL "7000" Frame Bike Rack     | 2,865.60  | 0.00        |         |
| CRAPRI                   | CRAFTMASTER PRINTING, INC.           | 19-01707 | Beach Bathing Pass Application     | 583.00    | 0.00        |         |
| FRAUMB                   | FRANKFORD UMBRELLAS                  | 19-01736 | Lifeguard and Cart Umbrellas       | 1,014.96  | 0.00        |         |
| JAEUM                    | JAEGER LUMBER & SUPPLY CO. INC       | 19-01764 | 6x6x16 #2 SYP Ground Contact       | 552.00    | 0.00        |         |
| JAEUM                    | JAEGER LUMBER & SUPPLY CO. INC       | 19-01766 | 2x4x12 #1 SYP Treated Lumber       | 290.80    | 0.00        |         |
| JAEUM                    | JAEGER LUMBER & SUPPLY CO. INC       | 19-01824 | Various Sized #1 SYP, etc          | 643.81    | 0.00        |         |
| YESGRA                   | YES GRAPHIC                          | 19-01843 | Q#4911 Tees, Decals, etc           | 662.80    | 0.00        |         |
| STASUP                   | STANDARD SUPPLY CO. INC.             | 19-01919 | 16x4 White Alum Vents              | 109.92    | 0.00        |         |
| ATLLOK                   | ATLANTIC LOCK & SAFE                 | 19-01925 | Master 211jw Padlocks, keyed       | 71.00     | 0.00        |         |
| SHEWIL                   | SHERWIN WILLIAMS                     | 19-01969 | P&F EN Stain Extra Paint           | 85.60     | 0.00        |         |
| SHEWIL                   | SHERWIN WILLIAMS                     | 19-01975 | Porch/Floor Satin Enamel, etc      | 509.15    | 0.00        |         |
| JAEUM                    | JAEGER LUMBER & SUPPLY CO. INC       | 19-01984 | 2x6x12 #1 SYP Treated Lumber       | 592.64    | 0.00        |         |
| JAEUM                    | JAEGER LUMBER & SUPPLY CO. INC       | 19-01993 | 2x2x48 #1 SYP Treated Lumber       | 75.00     | 0.00        |         |
| JERCAP                   | JERSEY CAPE DIAGNOSTICS              | 19-02021 | 2019 Hotel Seasonal Beach Tags     | 190.00    | 0.00        |         |
|                          |                                      |          |                                    | 25,139.01 |             |         |
| 9-05-55-502-000-211      | BEACH UTILITY O/E: Light & Power     |          |                                    |           |             |         |
| JCPL                     | JCPL                                 | 19-02123 | #100 013 520 380 5/21 - 6/18       | 199.95    | 0.00        |         |
|                          | Extd Total:                          |          | BEACH UTILITY O/E: OTHER EXPENSES: | 25,338.96 |             |         |
|                          | Department Total:                    |          | BEACH UTILITY O/E: OTHER EXPENSES: | 25,338.96 |             |         |
| 9-05-55-503-000-302      | BEACH UTILITY O/E: Unemployment      |          |                                    |           |             |         |
| CITUNE                   | CITY OF ASBURY PARK                  | 19-02095 | Transfer Unemploy. budget          | 62.59     | 0.00        |         |
|                          | Extd Total:                          |          |                                    | 62.59     |             |         |
|                          | Department Total:                    |          |                                    | 62.59     |             |         |
|                          | CAFR Total:                          |          |                                    | 25,401.55 |             |         |
|                          | Fund Total:                          |          | BEACH                              | 25,401.55 |             |         |
| Fund:                    | PARKING UTILITY: BUDGET:             |          |                                    |           |             |         |
| Department:              | PARKING UTILITY O/E: OTHER EXPENSES: |          |                                    |           |             |         |
| Extd:                    | PARKING UTILITY O/E: OTHER EXPENSES: |          |                                    |           |             |         |
| 9-06-55-502-000-201      | PARKING UTILITY O/E: General Plant   |          |                                    |           |             |         |
| STRMOT                   | STRAUB MOTORS, INC.                  | 19-01505 | #Q3421 GEM Car Repair              | 275.01    | 0.00        |         |
| GLESUP                   | GLENCO SUPPLY INC.                   | 19-01790 | Reprint Signs (Qty. 408)           | 4,488.00  | 0.00        |         |
| STRMOT                   | STRAUB MOTORS, INC.                  | 19-01793 | #Q3451 GEM Car - New Motor         | 1,574.99  | 0.00        |         |
| STRMOT                   | STRAUB MOTORS, INC.                  | 19-01794 | #Q3448 GEM Car Bulbs               | 81.86     | 0.00        |         |

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| Budget Account<br>Vendor | Description                                            | P.O. Id  | P.O. Description               | Amount           | Void Amount | PO Type |
|--------------------------|--------------------------------------------------------|----------|--------------------------------|------------------|-------------|---------|
| 9-06-55-502-000-201      | PARKING UTILITY O/E: General Plant                     |          | Continued                      |                  |             |         |
| CRAPRI                   | CRAFTMASTER PRINTING, INC.                             | 19-01796 | #10826 Envelopes (Qty 500)     | 57.50            | 0.00        |         |
| STRMOT                   | STRAUB MOTORS, INC.                                    | 19-01862 | #Q3458 GEM Car Reverse trigger | 58.50            | 0.00        |         |
| IPSGRO                   | IPS GROUP, INC.                                        | 19-01879 | #13505 Replacement Maint.Cards | 48.42            | 0.00        |         |
| CRAPRI                   | CRAFTMASTER PRINTING, INC.                             | 19-01942 | #10834 Downtown Parking Guides | 129.75           | 0.00        |         |
| MUNCAP                   | MUNICIPAL CAPITAL CORPORATION                          | 19-01995 | #16024:PMT. 44 OF 60           | 135.31           | 0.00        |         |
| TRALIN                   | TRAFFIC LINES, INC.                                    | 19-02016 | #18808 Striping May 2019       | 5,510.00         | 0.00        |         |
|                          |                                                        |          |                                | <u>12,359.34</u> |             |         |
|                          | Extd Total: PARKING UTILITY O/E: OTHER EXPENSES:       |          |                                | 12,359.34        |             |         |
|                          | Department Total: PARKING UTILITY O/E: OTHER EXPENSES: |          |                                | 12,359.34        |             |         |
|                          | CAFR Total:                                            |          |                                | 12,359.34        |             |         |
|                          | Fund Total: PARKING UTILITY: BUDGET:                   |          |                                | 12,359.34        |             |         |
| Fund:                    | SEWER UTILITY: BUDGET:                                 |          |                                |                  |             |         |
| Department:              | SEWER UTILITY O/E: OTHER EXPENSES:                     |          |                                |                  |             |         |
| Extd:                    | SEWER UTILITY O/E: OTHER EXPENSES:                     |          |                                |                  |             |         |
| 9-07-55-502-000-201      | SEWER UTILITY O/E: General Plant                       |          |                                |                  |             |         |
| THEHAR                   | THE HARDWARE STORE                                     | 19-00127 | Various Tools, Parts, etc      | 51.12            | 0.00        | B       |
| JEMIND                   | JEM INDUSTRIAL SERVICES, INC.                          | 19-01358 | Various Supplies               | 203.00           | 0.00        | B       |
| WINCOR                   | WINZER CORPORATION                                     | 19-01447 | Consumable Tool Room Supplies  | 733.48           | 0.00        |         |
| GRAING                   | GRAINGER, INC.                                         | 19-01825 | Portable Air Conditioner       | 497.13           | 0.00        |         |
| THEHAR                   | THE HARDWARE STORE                                     | 19-02127 | #1313410 Felt Round Pads, etc  | 14.36            | 0.00        |         |
|                          |                                                        |          |                                | <u>1,499.09</u>  |             |         |
| 9-07-55-502-000-209      | SEWER UTILITY O/E: Fees                                |          |                                |                  |             |         |
| STATEOF                  | STATE OF NJ DEPT. OF LABOR &                           | 19-01978 | Boiler State Inspection Fee B  | 440.00           | 0.00        |         |
| 9-07-55-502-000-211      | SEWER UTILITY O/E: Light & Power                       |          |                                |                  |             |         |
| NJAMER                   | N.J. AMERICAN WATER CO.                                | 19-01999 | #1018-210026644735 5/3-6/4     | 5,442.67         | 0.00        |         |
| 9-07-55-502-000-218      | SEWER UTILITY O/E: Contract Services                   |          |                                |                  |             |         |
| BURCONT                  | BURKE CONTRACTING, LLC                                 | 19-01803 | Invoice 11380 Emerg. Sewer Rpr | 6,800.00         | 0.00        |         |
| BURCONT                  | BURKE CONTRACTING, LLC                                 | 19-01813 | Invoice 11385 Emerg. Sewer Rpr | 3,950.00         | 0.00        |         |
| PILELE                   | PILOT ELECTRIC COMPANY, INC.                           | 19-01924 | 5HP 3 Phase TACO Pump Unit     | 2,249.00         | 0.00        |         |
| ANSWER                   | ANSERCOMM COMMUNICATIONS                               | 19-01961 | #M4541-052719 Answering Svcs   | 155.66           | 0.00        |         |
| MUNCAP                   | MUNICIPAL CAPITAL CORPORATION                          | 19-01995 | #16024:PMT. 44 OF 60           | 75.00            | 0.00        |         |
| WATSPR                   | WATCHUNG SPRING WATER CO.,INC.                         | 19-02068 | #9455522 Sprg Water & Delivery | 80.08            | 0.00        |         |
|                          |                                                        |          |                                | <u>13,309.74</u> |             |         |
| 9-07-55-502-000-230      | SEWER UTILITY O/E: Hypochlorite                        |          |                                |                  |             |         |
| JCIJO005                 | JCI JONES CHEMICALS, INC.                              | 19-01842 | Hypochlorite Solution, SS150   | 3,720.00         | 0.00        |         |
|                          | Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:         |          |                                | 24,411.50        |             |         |
|                          | Department Total: SEWER UTILITY O/E: OTHER EXPENSES:   |          |                                | 24,411.50        |             |         |
|                          | CAFR Total:                                            |          |                                | 24,411.50        |             |         |
|                          | Fund Total: SEWER UTILITY: BUDGET:                     |          |                                | 24,411.50        |             |         |
|                          | Year Total:                                            |          |                                | 379,644.74       |             |         |

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| Budget Account<br>Vendor | Description                                          | P.O. Id  | P.O. Description            | Amount    | Void Amount | PO Type |
|--------------------------|------------------------------------------------------|----------|-----------------------------|-----------|-------------|---------|
| Fund:                    | GENERAL CAPITAL FUND BUDGET:                         |          |                             |           |             |         |
| Extd:                    | Ord. 2017-2 Various Capital Improvements             |          |                             |           |             |         |
| C-04-55-998-169-007      | Section 20 Soft Costs                                |          |                             |           |             |         |
| TMASSO                   | T & M ASSOCIATES                                     | 18-02953 | Grand & 5th Traffic Signal  | 2,316.07  | 0.00        | B       |
|                          | Extd Total: Ord. 2017-2 Various Capital Improvements |          |                             | 2,316.07  |             |         |
| Extd:                    | Various Road Improv. 2017-30                         |          |                             |           |             |         |
| C-04-55-998-170-001      | Var. Road Improv. Section 20 2017-30                 |          |                             |           |             |         |
| TMASSO                   | T & M ASSOCIATES                                     | 17-03316 | LAF329167 Heck St.Improv.   | 13,359.75 | 0.00        | B       |
|                          | Extd Total: Various Road Improv. 2017-30             |          |                             | 13,359.75 |             |         |
| Extd:                    | Ord. 2018-4 Var. Capital Improvements                |          |                             |           |             |         |
| C-04-55-998-172-017      | Section 20 Costs                                     |          |                             |           |             |         |
| TMASSO                   | T & M ASSOCIATES                                     | 18-01203 | Bridge Street Improvements  | 475.16    | 0.00        | B       |
|                          | Extd Total: Ord. 2018-4 Var. Capital Improvements    |          |                             | 475.16    |             |         |
| C-04-55-998-173-01       | Section 20 Costs                                     |          |                             |           |             |         |
| TMASSO                   | T & M ASSOCIATES                                     | 18-01473 | Deal Lake Improvements      | 2,323.10  | 0.00        | B       |
|                          | Extd Total:                                          |          |                             | 2,323.10  |             |         |
|                          | Department Total:                                    |          |                             | 18,474.08 |             |         |
|                          | CAFR Total:                                          |          |                             | 18,474.08 |             |         |
|                          | Fund Total: GENERAL CAPITAL FUND BUDGET:             |          |                             | 18,474.08 |             |         |
| Fund:                    | SEWER CAPITAL FUND BUDGET:                           |          |                             |           |             |         |
| Extd:                    | Ord. 2018-49 Var. Sewer Utility Impr.                |          |                             |           |             |         |
| C-08-55-528-020-002      | Sewer Utility Improvements                           |          |                             |           |             |         |
| FREPAR                   | FRENCH & PARRELLO, PA                                | 19-01592 | WWTP BOILER REPAIR SERVICES | 12,378.00 | 0.00        | B       |
|                          | Extd Total: Ord. 2018-49 Var. Sewer Utility Impr.    |          |                             | 12,378.00 |             |         |
|                          | Department Total:                                    |          |                             | 12,378.00 |             |         |
|                          | CAFR Total:                                          |          |                             | 12,378.00 |             |         |
|                          | Fund Total: SEWER CAPITAL FUND BUDGET:               |          |                             | 12,378.00 |             |         |
|                          | Year Total:                                          |          |                             | 30,852.08 |             |         |
| Fund:                    | GRANT FUND BUDGET:                                   |          |                             |           |             |         |
| G-02-43-871-016-218      | Brownfields Petroleum Assessment                     |          |                             |           |             |         |
| BRORED                   | BROWNFIELD REDEVELOPMENT                             | 19-01883 | Drawdown 24 Brownfields     | 5,909.97  | 0.00        |         |
|                          | Extd Total:                                          |          |                             | 5,909.97  |             |         |
|                          | Department Total:                                    |          |                             | 5,909.97  |             |         |

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| Budget Account<br>Vendor | Description                             | P.O. Id  | P.O. Description              | Amount    | Void Amount | PO Type |
|--------------------------|-----------------------------------------|----------|-------------------------------|-----------|-------------|---------|
| G-02-43-873-017-200      | Brownfields Assessment Grant            |          |                               |           |             |         |
| BRORED                   | BROWNFIELD REDEVELOPMENT                | 19-01883 | Drawdown 24 Brownfields       | 1,661.23  | 0.00        |         |
|                          | Extd Total:                             |          |                               | 1,661.23  |             |         |
|                          | Department Total:                       |          |                               | 1,661.23  |             |         |
| G-02-43-885-017-200      | Body Armor Fund - State                 |          |                               |           |             |         |
| LANASO                   | LANIGAN ASSOCIATES. INC.                | 19-01294 | Bulletproof Vest              | 904.65    | 0.00        |         |
|                          | Extd Total:                             |          |                               | 904.65    |             |         |
|                          | Department Total:                       |          |                               | 904.65    |             |         |
| G-02-43-886-018-200      | 2018 Mental Health Grant                |          |                               |           |             |         |
| VISNUR                   | VISITING NURSES ASSN. OF CENTR          | 18-00232 | Nursing Services 2018 Blanket | 3,833.33  | 0.00        | B       |
|                          | Extd Total:                             |          |                               | 3,833.33  |             |         |
|                          | Department Total:                       |          |                               | 3,833.33  |             |         |
| G-02-43-907-019-200      | Mental Health Grant                     |          |                               |           |             |         |
| VISNUR                   | VISITING NURSES ASSN. OF CENTR          | 19-00240 | VNA Annual Contract Nursing   | 4,166.66  | 0.00        | B       |
|                          | Extd Total:                             |          |                               | 4,166.66  |             |         |
|                          | Department Total:                       |          |                               | 4,166.66  |             |         |
|                          | CAFR Total:                             |          |                               | 16,475.84 |             |         |
|                          | Fund Total: GRANT FUND BUDGET:          |          |                               | 16,475.84 |             |         |
|                          | Year Total:                             |          |                               | 16,475.84 |             |         |
| Fund:                    | ANIMAL CONTROL FUND BUDGET:             |          |                               |           |             |         |
| T-12-56-850-000-801      | Reserve for Animal Control              |          |                               |           |             |         |
| NJDEPH                   | NJ DEPT.HEALTH/SNR.SERV.                | 19-02002 | May 2019 Dog License Report   | 39.00     | 0.00        |         |
|                          | Extd Total:                             |          |                               | 39.00     |             |         |
|                          | Department Total:                       |          |                               | 39.00     |             |         |
|                          | CAFR Total:                             |          |                               | 39.00     |             |         |
|                          | Fund Total: ANIMAL CONTROL FUND BUDGET: |          |                               | 39.00     |             |         |
| Fund:                    | COMMUNITY DEVELOPMENT BLK GRANT BUDGET: |          |                               |           |             |         |
| Extd:                    | 2018 CDBG Allotment                     |          |                               |           |             |         |
| T-17-75-850-850-001      | Administration                          |          |                               |           |             |         |
| WBMASON                  | W.B.MASON CO., INC.                     | 19-01820 | office supplies               | 115.42    | 0.00        |         |
| WBMASON                  | W.B.MASON CO., INC.                     | 19-01915 | storage boxes                 | 59.08     | 0.00        |         |
| ASBPAK                   | ASBURY PARK PRESS                       | 19-01956 | Public Notice CAPER           | 81.08     | 0.00        |         |
|                          |                                         |          |                               | 255.58    |             |         |

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| Budget Account<br>Vendor                                                                                          | Description                                         | P.O. Id                          | P.O. Description                                                 | Amount                                          | Void Amount          | PO Type |
|-------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|----------------------------------|------------------------------------------------------------------|-------------------------------------------------|----------------------|---------|
| T-17-75-850-850-008<br>JCP JCP&L                                                                                  | Homelessness Prevention/Relocation                  | 19-02054 100 127 147 195         |                                                                  | 368.97                                          | 0.00                 |         |
|                                                                                                                   | Extd Total: 2018 CDBG Allotment                     |                                  |                                                                  | 624.55                                          |                      |         |
|                                                                                                                   | Department Total:                                   |                                  |                                                                  | 624.55                                          |                      |         |
|                                                                                                                   | CAFR Total:                                         |                                  |                                                                  | 624.55                                          |                      |         |
|                                                                                                                   | Fund Total: COMMUNITY DEVELOPMENT BLK GRANT BUDGET: |                                  |                                                                  | 624.55                                          |                      |         |
| Fund:                                                                                                             | TRUST OTHER                                         |                                  |                                                                  |                                                 |                      |         |
| T-20-56-850-868-801<br>MUNREC MUNICIPAL RECORD SERVICE                                                            | Reserve for P.O.A.A.                                | 19-01818                         | ats mailers                                                      | 2,110.00                                        | 0.00                 |         |
|                                                                                                                   | Extd Total:                                         |                                  |                                                                  | 2,110.00                                        |                      |         |
| T-20-56-850-909-801<br>EONGRO EONE GROUP, LLC<br>EONGRO EONE GROUP, LLC<br>USBPC7 US BANK-CUST PC7 FIRSTTRUSTBANK | Reserve for Tax Sale Premiums                       | 18-02289<br>18-03702<br>19-00967 | PREMIUM TSC-17-00109<br>PREMIUM TSC-17-00049<br>PREMIUNS FPR PC7 | 200.00<br>200.00<br><u>3,100.00</u><br>3,500.00 | 0.00<br>0.00<br>0.00 |         |
|                                                                                                                   | Extd Total:                                         |                                  |                                                                  | 3,500.00                                        |                      |         |
| T-20-56-850-935-310<br>ANSZAR ANSELL, GRIMM & AARON, P.C.                                                         | UMBRELLAS&BEACH CHAIRS CONC. (PIMCO, LLC)           | 19-02029                         | SERVICES RENDERED THRU MAY-19                                    | 16.00                                           | 0.00                 |         |
| T-20-56-850-935-311<br>ANSZAR ANSELL, GRIMM & AARON, P.C.                                                         | AP PEDAL BOATS CONC. (SUNSHINE PROD., LLC)          | 19-02029                         | SERVICES RENDERED THRU MAY-19                                    | 16.00                                           | 0.00                 |         |
|                                                                                                                   | Extd Total:                                         |                                  |                                                                  | 32.00                                           |                      |         |
|                                                                                                                   | Department Total:                                   |                                  |                                                                  | 5,642.00                                        |                      |         |
|                                                                                                                   | CAFR Total:                                         |                                  |                                                                  | 5,642.00                                        |                      |         |
|                                                                                                                   | Fund Total: TRUST OTHER                             |                                  |                                                                  | 5,642.00                                        |                      |         |
| Fund:                                                                                                             | PLANNING & ZONING ESCROW FUND BUDGET:               |                                  |                                                                  |                                                 |                      |         |
| CAFR:                                                                                                             | PLANNING & ZONING ESCROW FUND BUDGET:               |                                  |                                                                  |                                                 |                      |         |
| Department:                                                                                                       | RECREATION                                          |                                  |                                                                  |                                                 |                      |         |
| T-21-00-370-000-299<br>INSENG INSITE ENGINEERING, LLC                                                             | 700 COOKMAN AVE(FIFTY-FOUR PIERREPONT)              | 19-01720                         | Insite March 2019 PB invoices                                    | 350.00                                          | 0.00                 |         |
|                                                                                                                   | Extd Total:                                         |                                  |                                                                  | 350.00                                          |                      |         |
|                                                                                                                   | Department Total: RECREATION                        |                                  |                                                                  | 350.00                                          |                      |         |
| T-21-00-381-000-299<br>INSENG INSITE ENGINEERING, LLC                                                             | 1101 OCEAN(INSPECTION FEE)(ISTAR, INC.)             | 19-01720                         | Insite March 2019 PB invoices                                    | 861.38                                          | 0.00                 |         |
|                                                                                                                   | Extd Total:                                         |                                  |                                                                  | 861.38                                          |                      |         |
|                                                                                                                   | Department Total:                                   |                                  |                                                                  | 861.38                                          |                      |         |

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| Budget Account<br>Vendor      | Description                                                         | P.O. Id  | P.O. Description               | Amount   | Void Amount | PO Type |
|-------------------------------|---------------------------------------------------------------------|----------|--------------------------------|----------|-------------|---------|
| T-21-00-388-000-299<br>INSENG | 909 ASBURY AVENUE(H4 HOLDINGS, LLC)<br>INSITE ENGINEERING, LLC      | 19-01715 | Insite ZBA March 2019 invoices | 550.00   | 0.00        |         |
|                               | Extd Total:                                                         |          |                                | 550.00   |             |         |
|                               | Department Total:                                                   |          |                                | 550.00   |             |         |
| T-21-00-397-000-299<br>JACSER | 545 LAKE AVENUE(COOKMAN COMMUNITY, LLC)<br>JACK A. SERPICO          | 19-02015 | Serpico PB/ZB Invoices 04/2019 | 112.50   | 0.00        |         |
|                               | Extd Total:                                                         |          |                                | 112.50   |             |         |
|                               | Department Total:                                                   |          |                                | 112.50   |             |         |
| T-21-00-412-000-299<br>INSENG | 527 BANGS AVENUE(LINUS HOLDINGS CORP)<br>INSITE ENGINEERING, LLC    | 19-01720 | Insite March 2019 PB invoices  | 250.00   | 0.00        |         |
|                               | Extd Total:                                                         |          |                                | 250.00   |             |         |
|                               | Department Total:                                                   |          |                                | 250.00   |             |         |
| T-21-00-419-000-299<br>INSENG | 1105 MAIN ST-INSPECTION FEE(DOLLAR TREE)<br>INSITE ENGINEERING, LLC | 19-01720 | Insite March 2019 PB invoices  | 393.56   | 0.00        |         |
|                               | Extd Total:                                                         |          |                                | 393.56   |             |         |
|                               | Department Total:                                                   |          |                                | 393.56   |             |         |
| T-21-00-425-000-299<br>TMASSO | RENAISSANCE-INSPECTION(MICHAELS DEV.)<br>T & M ASSOCIATES           | 19-02120 | LAF367962 Renaissance          | 2,296.75 | 0.00        |         |
|                               | Extd Total:                                                         |          |                                | 2,296.75 |             |         |
|                               | Department Total:                                                   |          |                                | 2,296.75 |             |         |
| T-21-00-449-000-299<br>INSENG | 711 MATTISON(725 MATTISON, LLC)<br>INSITE ENGINEERING, LLC          | 19-01723 | Insite PB invoice 20884        | 1,800.00 | 0.00        |         |
|                               | Extd Total:                                                         |          |                                | 1,800.00 |             |         |
|                               | Department Total:                                                   |          |                                | 1,800.00 |             |         |
| T-21-00-452-000-299<br>INSENG | 1000 GRAND AVE(VALLARIO PROPERTIES, LLC)<br>INSITE ENGINEERING, LLC | 19-01715 | Insite ZBA March 2019 invoices | 425.00   | 0.00        |         |
|                               | Extd Total:                                                         |          |                                | 425.00   |             |         |
|                               | Department Total:                                                   |          |                                | 425.00   |             |         |
| T-21-00-454-000-299<br>JACSER | 1503 PARK AVENUE (PADRAIC GALLAGHER)<br>JACK A. SERPICO             | 19-02015 | Serpico PB/ZB Invoices 04/2019 | 112.50   | 0.00        |         |
|                               | Extd Total:                                                         |          |                                | 112.50   |             |         |
|                               | Department Total:                                                   |          |                                | 112.50   |             |         |

Attachment: Bill List 6-26-19 (2019-232 : Payment of Bills)

June 19, 2019  
03:15 PM

CITY OF ASBURY PARK  
Bill List By Budget Account

3.H.1.a  
Page No: 17

| Budget Account<br>Vendor             | Description                                       | P.O. Id  | P.O. Description               | Amount    | Void Amount | PO Type |
|--------------------------------------|---------------------------------------------------|----------|--------------------------------|-----------|-------------|---------|
| T-21-00-455-000-299                  | 300-302 1ST AVENUE(ADVANCED DEVELOPMENT)          |          |                                |           |             |         |
| INSENG                               | INSITE ENGINEERING, LLC                           | 19-01715 | Insite ZBA March 2019 invoices | 425.00    | 0.00        |         |
|                                      | Extd Total:                                       |          |                                | 425.00    |             |         |
|                                      | Department Total:                                 |          |                                | 425.00    |             |         |
| T-21-00-465-000-299                  | 1112-1114 MAIN STREET(RBAR AP, LLC)               |          |                                |           |             |         |
| INSENG                               | INSITE ENGINEERING, LLC                           | 19-01720 | Insite March 2019 PB invoices  | 1,728.18  | 0.00        |         |
|                                      | Extd Total:                                       |          |                                | 1,728.18  |             |         |
|                                      | Department Total:                                 |          |                                | 1,728.18  |             |         |
| T-21-00-467-000-299                  | 910 COOKMAN AVENUE(900 COOKMAN, LLC)              |          |                                |           |             |         |
| INSENG                               | INSITE ENGINEERING, LLC                           | 19-01715 | Insite ZBA March 2019 invoices | 1,400.00  | 0.00        |         |
|                                      | Extd Total:                                       |          |                                | 1,400.00  |             |         |
|                                      | Department Total:                                 |          |                                | 1,400.00  |             |         |
| T-21-00-468-000-299                  | 722-724 COOKMAN(C&C COOKMAN DEVELOPMENT)          |          |                                |           |             |         |
| INSENG                               | INSITE ENGINEERING, LLC                           | 19-01720 | Insite March 2019 PB invoices  | 375.00    | 0.00        |         |
|                                      | Extd Total:                                       |          |                                | 375.00    |             |         |
|                                      | Department Total:                                 |          |                                | 375.00    |             |         |
| Department: SOCIAL SECURIT           |                                                   |          |                                |           |             |         |
| T-21-00-472-000-299                  | 147 BORDEN(INTERFIATH NEIGHBORS)                  |          |                                |           |             |         |
| JACSER                               | JACK A. SERPICO                                   | 19-02015 | Serpico PB/ZB Invoices 04/2019 | 112.50    | 0.00        |         |
|                                      | Extd Total:                                       |          |                                | 112.50    |             |         |
|                                      | Department Total: SOCIAL SECURIT                  |          |                                | 112.50    |             |         |
|                                      | CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET: |          |                                | 11,192.37 |             |         |
|                                      | Fund Total: PLANNING & ZONING ESCROW FUND BUDGET: |          |                                | 11,192.37 |             |         |
| Fund: HOWELL/ASBURY PARK RCA BUDGET: |                                                   |          |                                |           |             |         |
| T-38-56-850-850-802                  | HOWELL/ASBURY PARK RCA - Miscellaneous            |          |                                |           |             |         |
| JANIE005                             | JANIE WILLIAMS AND M&J                            | 19-01589 | RCA Blanket Not to Exceed      | 11,500.00 | 0.00        | B       |
|                                      | Extd Total:                                       |          |                                | 11,500.00 |             |         |
|                                      | Department Total:                                 |          |                                | 11,500.00 |             |         |
|                                      | CAFR Total:                                       |          |                                | 11,500.00 |             |         |
|                                      | Fund Total: HOWELL/ASBURY PARK RCA BUDGET:        |          |                                | 11,500.00 |             |         |

Attachment: Bill List 6-26-19 (2019-232 : Payment of Bills)

June 19, 2019  
03:15 PM

CITY OF ASBURY PARK  
Bill List By Budget Account

3.H.1.a  
Page No: 16

| Budget Account<br>Vendor                                                       | Description                                          | P.O. Id  | P.O. Description              | Amount    | Void Amount | PO Type |
|--------------------------------------------------------------------------------|------------------------------------------------------|----------|-------------------------------|-----------|-------------|---------|
| Fund: ISTAR-2 ESCROW FUND:                                                     |                                                      |          |                               |           |             |         |
| T-42-56-850-850-802                                                            | ISTAR-2 ESCROW - Miscellaneous                       |          |                               |           |             |         |
| ANSZAR                                                                         | ANSELL, GRIMM & AARON, P.C.                          | 19-01854 | Invoice 248121                | 2,024.67  | 0.00        |         |
|                                                                                | Extd Total:                                          |          |                               | 2,024.67  |             |         |
|                                                                                | Department Total:                                    |          |                               | 2,024.67  |             |         |
|                                                                                | CAFR Total:                                          |          |                               | 2,024.67  |             |         |
|                                                                                | Fund Total: ISTAR-2 ESCROW FUND:                     |          |                               | 2,024.67  |             |         |
| Fund: CITY OF ASBURY PARK REDEVELOPMENT ESCROW                                 |                                                      |          |                               |           |             |         |
| T-48-56-850-000-810                                                            | 308 MAIN STREET(VAYAS CONSTRUCTION, LLC)             |          |                               |           |             |         |
| ANSZAR                                                                         | ANSELL, GRIMM & AARON, P.C.                          | 19-02029 | SERVICES RENDERED THRU MAY-19 | 176.00    | 0.00        |         |
| T-48-56-850-000-821                                                            | 301 EIGHTH AVE(301 EIGHTH AVE CONDO ASS)             |          |                               |           |             |         |
| ANSZAR                                                                         | ANSELL, GRIMM & AARON, P.C.                          | 19-02029 | SERVICES RENDERED THRU MAY-19 | 16.00     | 0.00        |         |
| T-48-56-850-000-824                                                            | 1112-1114 MAIN STREET (RBAR AP, LLC)                 |          |                               |           |             |         |
| ANSZAR                                                                         | ANSELL, GRIMM & AARON, P.C.                          | 19-02029 | SERVICES RENDERED THRU MAY-19 | 448.00    | 0.00        |         |
|                                                                                | Extd Total:                                          |          |                               | 640.00    |             |         |
|                                                                                | Department Total:                                    |          |                               | 640.00    |             |         |
|                                                                                | CAFR Total:                                          |          |                               | 640.00    |             |         |
|                                                                                | Fund Total: CITY OF ASBURY PARK REDEVELOPMENT ESCROW |          |                               | 640.00    |             |         |
|                                                                                | Year Total:                                          |          |                               | 31,662.59 |             |         |
| Total Charged Lines: 412 Total List Amount: 554,052.01 Total Void Amount: 0.00 |                                                      |          |                               |           |             |         |

Attachment: Bill List 6-26-19 (2019-232 : Payment of Bills)

June 19, 2019  
03:15 PM

CITY OF ASBURY PARK  
Bill List By Budget Account

| Totals by Year-Fund |      |             |             |              |               |           |            |
|---------------------|------|-------------|-------------|--------------|---------------|-----------|------------|
| Fund Description    | Fund | Budget Rcvd | Budget Held | Budget Total | Revenue Total | G/L Total | Total      |
| CURRENT             | 8-01 | 90,212.55   | 0.00        | 90,212.55    | 0.00          | 0.00      | 90,212.55  |
| BEACH               | 8-05 | 5,070.21    | 0.00        | 5,070.21     | 0.00          | 0.00      | 5,070.21   |
| PARKING UTILITY:    | 8-06 | 134.00      | 0.00        | 134.00       | 0.00          | 0.00      | 134.00     |
| Year Total:         |      | 95,416.76   | 0.00        | 95,416.76    | 0.00          | 0.00      | 95,416.76  |
| CURRENT             | 9-01 | 317,472.35  | 0.00        | 317,472.35   | 0.00          | 0.00      | 317,472.35 |
| BEACH               | 9-05 | 25,401.55   | 0.00        | 25,401.55    | 0.00          | 0.00      | 25,401.55  |
| PARKING UTILITY:    | 9-06 | 12,359.34   | 0.00        | 12,359.34    | 0.00          | 0.00      | 12,359.34  |
| SEWER UTILITY: BU   | 9-07 | 24,411.50   | 0.00        | 24,411.50    | 0.00          | 0.00      | 24,411.50  |
| Year Total:         |      | 379,644.74  | 0.00        | 379,644.74   | 0.00          | 0.00      | 379,644.74 |
| GENERAL CAPITAL F   | C-04 | 18,474.08   | 0.00        | 18,474.08    | 0.00          | 0.00      | 18,474.08  |
| SEWER CAPITAL FUN   | C-08 | 12,378.00   | 0.00        | 12,378.00    | 0.00          | 0.00      | 12,378.00  |
| Year Total:         |      | 30,852.08   | 0.00        | 30,852.08    | 0.00          | 0.00      | 30,852.08  |
| GRANT FUND BUDGET   | G-02 | 16,475.84   | 0.00        | 16,475.84    | 0.00          | 0.00      | 16,475.84  |
| ANIMAL CONTROL FU   | T-12 | 39.00       | 0.00        | 39.00        | 0.00          | 0.00      | 39.00      |
| COMMUNITY DEVELOP   | T-17 | 624.55      | 0.00        | 624.55       | 0.00          | 0.00      | 624.55     |
| TRUST OTHER         | T-20 | 5,642.00    | 0.00        | 5,642.00     | 0.00          | 0.00      | 5,642.00   |
| PLANNING & ZONING   | T-21 | 11,192.37   | 0.00        | 11,192.37    | 0.00          | 0.00      | 11,192.37  |
| HOWELL/ASBURY PAR   | T-38 | 11,500.00   | 0.00        | 11,500.00    | 0.00          | 0.00      | 11,500.00  |
| ISTAR-2 ESCROW FU   | T-42 | 2,024.67    | 0.00        | 2,024.67     | 0.00          | 0.00      | 2,024.67   |
| CITY OF ASBURY PA   | T-48 | 640.00      | 0.00        | 640.00       | 0.00          | 0.00      | 640.00     |
| Year Total:         |      | 31,662.59   | 0.00        | 31,662.59    | 0.00          | 0.00      | 31,662.59  |
| Total of All Funds: |      | 554,052.01  | 0.00        | 554,052.01   | 0.00          | 0.00      | 554,052.01 |

Attachment: Bill List 6-26-19 (2019-232 : Payment of Bills)

**June 26, 2019 Council Meeting:**

|                                                |                      |
|------------------------------------------------|----------------------|
| Balance Brought Forward from Total List Amount | \$ 554,052.01        |
| NJDEP                                          | 820.00               |
| NJDMV                                          | 60.00                |
| Davisons Rugs                                  | <u>795.00</u>        |
|                                                | <u>\$ 555,727.01</u> |



## RESOLUTION NO. 2019-233

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

### **RESCINDING RESOLUTION 2019-219 AND AUTHORIZING THE PURCHASE OF AN ATV FOR THE BEACH DEPARTMENT FROM MT. HOLLY MOTORSPORTS**

**WHEREAS**, on June 12, 2019 the City of Asbury Park Council approved Resolution 2019-219 authorizing the purchase of an ATV for the Beach Department from Stumpy's Yamaha in the amount of \$11,904.00; and

**WHEREAS**, Stumpy's Yamaha of Neptune, NJ no longer carries Yamaha products; and

**WHEREAS**, the City has solicited and obtained two quotes from Mt. Holly MotorSports and Flemington Circle; and

**WHEREAS**, the City of Asbury Park is desirous of awarding a contract for this purchase to Mt. Holly MotorSports in an amount of \$11,904.00; and

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

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

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

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-233 which was finally adopted by the City Council at a meeting held on the 26th day of June, 2019

CERTIFIED BY ME THIS 26th DAY OF June, 2019.

MELODY HARTSGROVE  
DEPUTY CITY CLERK

Motor Vehicle  
Retail Order  
☒ New ☐ Used  
☐ Demo ☐

**MAHULL MOTORSPORTS**  
2044 Route 206 • P.O. Box 2210 • Vincentown, N.J. 08088  
Phone: (609) 859-0333 • Fax: (609) 859-0438 • www.mahullymotorsports.com

CUSTOMER CITY OF ASBURY PARK BEACH DEPT  
ADDRESS 9 MAIN STREET  
PHONE 732-379-8250  
PHONE 732-379-8250  
E-MAIL APCHIEF1@OPTONLINE.NET  
DATE 08/19/2019  
STOCK # 07712  
TEMP  
NJ  
KAREN CAMPBELL  
DOB  
MODEL Temporary Motor Vehicle

PLEASE ENTER MY ORDER FOR ONE 2019 Yamaha  
Motorcycle UTV Red

IF A NEW VEHICLE SALE OR LEASE  
The only warranties applying to this vehicle are those offered by the manufacturer. Dealer sells/leases this vehicle "as is" and hereby disclaims all warranties, either express or implied, including any implied warranties of merchantability and fitness for a particular purpose. Any liability of dealer with respect to defects or malfunctions of this vehicle including, without limitation, those which pertain to performance or safety, (whether by way of "strict liability," based upon dealer's negligence, or otherwise) is expressly excluded and customer hereby assumes any such risks. The manufacturer's warranty is not affected by this disclaimer of warranties by dealer.

IF USED VEHICLE SALE OR LEASE CHECK APPROPRIATE BOX  
This vehicle is sold/leased "as is" and dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability and fitness for a particular purpose. Any liability of dealer with respect to defects or malfunctions of this vehicle including, without limitation, those which pertain to performance or safety, (whether by way of "strict liability," based upon dealer's negligence, or otherwise) is expressly excluded and customer hereby assumes any such risks.

OR  
The only dealer warranty on this vehicle is the limited warranty which is issued with and made a part of this order form.

ALL USED VEHICLE SALES DEALER'S OBLIGATION  
The laws of New Jersey require Motor Vehicle Dealers to make all necessary repairs, without charge, or return the full purchase price (if a sale) to the customer in the event a used vehicle sold and intended to be registered in this State fails to meet State Inspection Standards for the issuance of a certificate of approval due to a defect that is not the result of the customer's own act. The undersigned, before entering into this contract, has been informed of dealer's obligation above and agrees to have the used vehicle inspected within 14 days from the issuance of the permanent registration for such vehicle.

IF A LEASE, THE FOLLOWING APPLY:  
MONTHLY PAYMENT AMOUNT \$  
TERM MONTHS  
MILEAGE PER YEAR  
DAILY DUE AT DELIVERY \$  
IF A PURCHASE, THE FOLLOWING APPLY:  
TOTAL PRICE OF VEHICLE 11,904.00  
Less Trade-in N/A  
Documentary Fee 0.00  
TOTAL TAXABLE AMOUNT 11,904.00  
State Sales Tax 0.00  
N.J. Title Tax \$3.00

Registration/Title Fee (Estimated)  
(SEE PARAGRAPH 15 ON REVERSE SIDE) 0.00  
(SEE PARAGRAPH 16 ON REVERSE SIDE)  
NET PAY-OFF ON TRADE-IN 0.00  
TOTAL 11,904.00  
Deposit 0.00

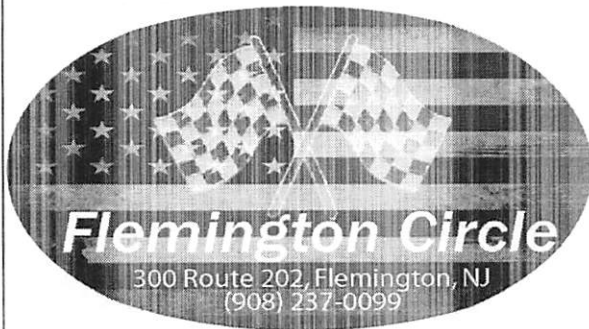
BALANCE IN CASH, CERTIFIED CHECK OR  
OTHER ACCEPTABLE FORM OF PAYMENT  
TO BE PAID TO DEALER ON DELIVERY  
BALANCE DUE ON DELIVERY 11,904.00

No Lien Holder

Customer agrees that this Order on the face and on the reverse side and any attachments to it includes all the terms and conditions of the agreement. Customer further agrees this Order cancels and supersedes any prior agreements and as of the date signed by Dealer or authorized representative, this Order shall become binding until accepted by Dealer or his authorized representative. Customer by execution of this Order acknowledges that they have read the terms and conditions and have received a copy of the order. I am 18 years of age or older and of full legal capacity to enter into this contract.

Accepted By: 6-19-19 Karen Campbell  
Dealer and Authorized Representative  
Customer's Signature

THIS ORDER NOT SUBJECT TO CANCELLATION—DEPOSIT NON-REFUNDABLE  
IMPORTANT: READ THE TERMS AND CONDITIONS ON THE BACK OF THIS ORDER BEFORE SIGNING.



|                |                              |
|----------------|------------------------------|
| Prepared by    | Ecar Deals America Inc       |
| Address        | 300 Route 202, Flemington NJ |
| Contact Name   | Matt Freitas                 |
| Contact Number | (908)-237-0099               |
| Contact E-mail | matt@xtremepowersports.com   |

| Whole Good Item # | QTY | Description                     | Price                        |                    |
|-------------------|-----|---------------------------------|------------------------------|--------------------|
| YXM70VPXKR        | 1   | 2019 Red Viking EPS With Suntop | \$11,999.00                  |                    |
| Subtotal          |     |                                 | \$11,999.00                  |                    |
| Accessory Item #  | QTY | Description                     | Install Time (if applicable) | Price              |
|                   |     |                                 |                              |                    |
|                   |     |                                 |                              |                    |
|                   |     |                                 |                              |                    |
| Install Time      |     |                                 | Rate                         | Accessory Subtotal |
| 0.00              |     |                                 | \$115.00                     | Installation       |
|                   |     |                                 | Total                        | \$11,999.00        |



## RESOLUTION NO. 2019-234

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

### **RESOLUTION AUTHORIZING THE PURCHASE OF A TABLE-TOP TIRE CHANGER FOR THE DEPARTMENT OF PUBLIC WORKS**

**WHEREAS**, the City has a need for a table-top tire changer within the Public Works Department; and

**WHEREAS**, the City has obtained the attached quote from Mohawk Resources, Ltd totaling \$11,667.86 from Educational Services Commission of New Jersey (ESCNJ) Purchase of Service Lifts and Accessories Bid Contract #18/19-36 in which the City is a member of; and

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

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

**WHEREAS**, the Chief Financial Officer has certified that funds are available in the following account: C-04-55-998-174-003 and C-04-55-998-162-003 as needed; 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 authorizes the purchase of a Table-Top Tire Changer for a total amount of \$11,667.86 from Mohawk Resources, Ltd ; and

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

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-234 which was finally adopted by the City Council at a meeting held on the 26th day of June, 2019

CERTIFIED BY ME THIS 27th DAY OF June, 2019.

MELODY HARTSGROVE  
DEPUTY CITY CLERK



## EQUIPMENT PROPOSAL / SALES AGREEMENT

Prepared on 2/13/2019 by Tim Gralewski

## Submitted to:

Mr. Joseph Giuffi  
 mechanic@cityofasburypark.com  
 Asbury Park Municipal Bldg  
 1 Municipality Plaza  
 Asbury Park, NJ 07712  
 732-810-2067

## Quoted through:

MOHAWK RESOURCES LTD

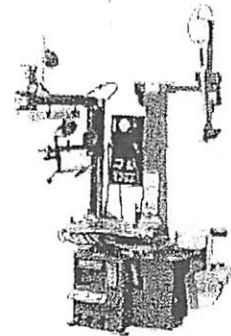


TCX57 (MSRP: \$14,850.00)

11,667.86

Enhanced Leverless Table-Top Tire Changer

- Adjustable tabletop clamping (6-30 in.)
- Twin cylinder clamping table
- Powerful 220V high-torque motor with 2 speed forward drive
- PowerOut(TM) Bead Loosener
- Space-saving Swing-Arm Column
- Auto-centering Bead Press System
- Leverless Tool Head with fingertip control
- Locking Lower Arm aids demount stubborn tires
- Factory installation and training



Prices subject to change without notice.

Subtotal

\$11,667.86

(\$14,850.00 MSRP)

This proposal is good through 03/15/2019

Total investment

\$11,667.86

Electrical and compressed air connections to equipment are not included on this quotation

Estimated Delivery: 10-15 Business Days ARO

For purchase using the: New Jersey State Approved ESCNJ Contract

Bid # ESCNJ 18/19-36

Contract Number: CO-OP #65MCESCCPS

Contract Period: 11/16/2018 - 11/15/2020

Please be advised that these prices are competitively bid and awarded and are guaranteed to be the lowest government price.

Installation, freight and training is included in costs.

If Lift Gate is required, please add \$75.00

Any required concrete work is to be supplied by an outside contractor or the end user and is not included in this quote.

If you have any technical questions, please contact Jim Sweeney of Hunter Engineering at 732-673-1833

If you have any questions regarding this quote or if you would like to place an order, please contact Tim Gralewski of Mohawk Resources at 800-833-2006, ext 20.  
 timg@mohawkklifts.com

Attachment: MOHAWK RESOURCES QUOTE (2019-234 : Authorizing the purchase of a Table-Top Tire Changer for DPW)

**This Proposal was Prepared for**

Legal Name of Business

Asbury Park Municipal Bldg

Billing Address

1 Municipality Plaza

City, State Zip

Asbury Park, NJ 07712

Main Contact

Mr. Joseph Giuffi

mechanic@cityofasburypark.com

Main Phone Number

732-810-2067

X

Approval

**Items on this  
Proposal**

1 TCX57

**Your Local Hunter Team**

Jim Sweeney  
Manufacturer's Representative  
aberdeen, NJ 07747  
(732) 673-1833  
sweentool@aol.com



Oswald, Justin  
Technical & Training Representative  
Toms River, NJ  
(609) 709-7956  
hunteroswald88@yahoo.com



DeLeo, Jim  
Regional Manager  
(267) 240-6117  
jdeleo@hunter.com

Tim Gralewski  
MOHAWK RESOURCES LTD  
PO Box 110  
Amsterdam, NY 12010  
800-833-2006  
timg@mohawkllfts.com

Total investment (Cash / Check)

\$11,667.86

Attachment: MOHAWK RESOURCES QUOTE (2019-234 : Authorizing the purchase of a Table-Top Tire Changer for DPW)

# EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY

<http://www.escnj.k12.nj.us>

1660 Stelton Road

Piscataway, New Jersey 08854

Telephone: (732) 777-9848

Fax: (732) 777-9855

Mark J. Finkelstein  
Superintendent

Gary E. Molenaar  
Assistant Superintendent for  
Learning/Educational Services



Patrick M. Moran  
Business Administrator/  
Board Secretary

November 16, 2018

Mr. Steve Perlstein  
President  
Mohawk Resources Ltd.  
65 Vrooman Avenue  
P.O. Box 110  
Amsterdam, NY 12010

**Re: Purchase of Vehicle Service Lifts and Accessories Bid #ESC NJ 18/19-36**

Dear Mr. Perlstein:

Please be advised that on November 16, 2018 the Educational Services Commission of New Jersey's Board of Directors awarded the above-referenced bid to your company for the bid term 11/16/18 through 11/15/20, with extensions as permitted by NJ law. Bid results can be found on the Commission's website at [www.escnj.k12.nj.us](http://www.escnj.k12.nj.us).

Enclosed for your files is a fully executed copy of the Acceptance of Bid and Contract Award.

Should you have any questions, please do not hesitate to contact my office at 732-777-9848, ext. 3120.

Respectfully,

Patrick M. Moran  
Business Administrator/Board Secretary

PMM/ha

cc: Mark J. Finkelstein, Superintendent

## NJ State Approved Cooperative Pricing System #65MCESCCPS

**ACCEPTANCE OF BID  
And  
CONTRACT AWARD**  
**Purchase of Vehicle Service Lifts and Accessories**

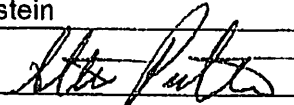
**TO BE COMPLETED BY RESPONDENT**

In compliance with the Request for Bid, the undersigned warrants that I/we have examined the Instructions to Respondents, and, being familiar with all of the conditions surrounding the proposed projects, hereby offer and agree to furnish all labor, materials, and supplies incurred in compliance with all terms, conditions, specifications and amendments in the Request for Bid and any written exceptions to the bid. Signature also certifies understanding and compliance with the certification requirements of the ESCNJ's Terms and Conditions and any special Terms and Conditions if applicable. The undersigned understands that his/her competence and responsibility and that of any proposed subcontractors, time of completion, as well as other factors of interest to the ESCNJ as stated in the evaluation section will be a consideration in making the award. Your bid for contracting services is hereby accepted. As contractor, you are now bound to sell the materials and services listed by the attached bid based upon the solicitation, including all terms, conditions, specifications, amendments as set forth in the Request for Bid. As contractor you are hereby cautioned not to commence any billable work or provide any material or service under this contract until contractor receives an executed purchase order from a Co-op Member. The parties intend this contract to constitute the final and complete agreement between the ESCNJ and contractor, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless it shall be in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The term of the agreement shall commence on award and continue for twelve or twenty-four months unless terminated, canceled or extended. By mutual written agreement, the contract may be extended as permitted by law.

Company Name Mohawk Resources Ltd Date 10/23/18

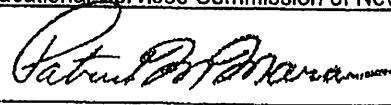
Company Address 65 Vrooman Ave, PO Box 110 City Amsterdam State NY Zip Code 12010

Contact Person Steve Perlstein Title President

Authorized Signature (ink only)  Title President

**ACCEPTANCE OF BID AND CONTRACT AWARD BELOW TO BE COMPLETED ONLY BY ESCNJ**

Awarding Agency: Educational Services Commission of New Jersey

Agency Executive:   
Patrick M. Moran, SBA/BS

Awarded this 16<sup>th</sup> day of November 2018 Contract Number ESCNJ 18/19-36

ESCNJ 18/19-36  
Purchase of Vehicle Service Lifts and Accessories

November 1, 2018 @ 1:00 p.m.  
Page | 67



## RESOLUTION NO. 2019-235

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

**APPOINTING THE FIRM OF KYLE + MCMANMUS ASSOCIATES TO PROVIDE  
AFFORDABLE HOUSING CONSULTANT SERVICES FOR THE CITY, AND  
AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL  
AFFORDABLE HOUSING SERVICES ASSOCIATED THEREWITH.**

**WHEREAS**, the City of Asbury Park (the “City”) is interested in appointing the firm of Kyle + McManus Associates as Affordable Housing Consultant for the City for the year 2019; and

**WHEREAS**, the City solicited proposals through the Fair and Open process in which proposals were opened and read aloud on June 11, 2019; and

**WHEREAS**, the Mayor and Council have determined that the firm of Kyle + McManus Associates can meet the City's needs for Affordable Housing Consultant services for the City for 2019; and

**WHEREAS**, this appointment does not guarantee work; and

**WHEREAS**, the City’s Chief Financial Officer has determined and certified in writing that the value of the contract associated with the Affordable Housing Consultant services may exceed \$17,500.00, and therefore that the contract is subject to the provisions of the State’s Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, *et seq.* (the Pay-to-Play Law); and

**WHEREAS**, the anticipated term of this contract shall be for the calendar year of 2019, and subject to the execution of a contract; and

**WHEREAS**, said contract may only be renewed upon further action of the City Council; and

**WHEREAS**, the services to be provided are considered to be “professional services” under the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.*; and

**WHEREAS**, the City’s Chief Financial Officer has certified the availability of funds for said contract.

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

1. The firm of Kyle + McManus Associates is hereby appointed as Affordable Housing Consultant for the City for the year 2019.
2. The Mayor is hereby authorized to execute, and the City Clerk attest, a contract between the City and the above named firm for the aforementioned services, for the year 2019, which contract shall be in a form satisfactory to the Municipal Attorney.
3. Said contract is awarded as a “professional service” contract in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the services will be performed by a person(s) authorized by law to practice a recognized profession.
4. Notice of the adoption of this Resolution shall be published in a newspaper of general circulation within the City.
5. That a certified copy of this Resolution shall be provided to each of the following:
  - a. Kyle + McManus Associates;
  - b. Michael N. Capabianco City Manager;
  - c. JoAnn Boos, CMFO, Chief Financial Officer;
  - d. Director of the N.J. Division of Local Government Services;
  - e. Edward Sasdelli, Fiscal Monitor; and
  - f. Frederick C. Raffetto, Esq., City Attorney.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-235 which was finally adopted by the City Council at a meeting held on the 26th day of June, 2019

CERTIFIED BY ME THIS 27th DAY OF June, 2019.

MELODY HARTSGROVE  
DEPUTY CITY CLERK



# Clarke Caton Hintz

Architecture : Planning : Landscape Architecture



## Proposal for: Affordable Housing Planner

Submitted to:  
**City of Asbury Park**

**June 11, 2019**

100 Barrack Street  
Trenton, NJ 08608  
Tel: 609 883 8383  
Fax: 609 883 4044

[www.clarkecatonhintz.com](http://www.clarkecatonhintz.com)

Attachment: Clarke Caton Hintz Proposal (2019-235 : Affordable Housing Consultant Appointment 2019)

**Clarke Caton Hintz**

Architecture  
Planning  
Landscape Architecture

Tracy Lizardi  
Director of Purchasing  
City of Asbury Park  
One Municipal Plaza  
Asbury Park, NJ 07712

June 11, 2019

**Re: RFQ Professional Services – Affordable Housing Planning Consultant**

Dear Ms. Lizardi,

Clarke Caton Hintz (“CCH”) is pleased to provide our proposal for Affordable Housing Professional Planner services for the City of Asbury Park. With the adoption of the Housing Plan Element of the Master Plan earlier this year, Asbury Park is prepared to finalize a settlement with Fair Share Housing Center and the Court. CCH is able to facilitate the implementation of the settlement in a manner that is consistent with the overall land use and design policies of the City.

Just to review our recent and continuing work with the City, we completed Asbury Park’s Master Plan Reexamination Report/ Master Plan Update in 2017. We are, currently, getting underway with the City to draft ordinances to implement the Master Plan. Furthermore, we have been serving as the Planning Board and Zoning Board of Adjustment Planner for several years. Our experience in each of these roles informs all of our work with the City, including the implementation of affordable housing policies.

Our combined disciplines of affordable housing planning, planning, architecture (including historic preservation architecture) and landscape architecture form the basis for a holistic approach unlike any other firm in New Jersey. Some noteworthy points regarding our experience include:

- We provide planning services to over 50 New Jersey municipalities;
- Clarke Caton Hintz is the leading New Jersey firm in affordable housing planning services, assisting over 55 municipalities, in addition to serving as appointed special court masters in over 100 matters;
- Collectively we have authored in excess of 100 Master Plans and master plan amendments;
- Our planners range in experience from 13 to over 30 years. The firm itself has been in existence for over 40 years.

Philip Caton, FAICP  
John Hatch, FAIA  
George Hibbs, AIA  
Brian Slauch, AICP  
Michael Sullivan, AICP

*Emeriti*

John Clarke, FAIA  
Carl Hintz, AICP, ASLA

**Clarke Caton Hintz**

Clarke Caton Hintz has significant expertise, not just in affordable housing, but also in an array of additional planning and design services. We are an interdisciplinary team of planners, landscape architects, architects, historic preservationists and graphic designers. The firm has 7 licensed planners and 4 landscape architects among a staff of 35. We bring a strong design sense to planning and a comprehensive contextual approach to architecture. WHY DOES THAT MATTER FOR AFFORDABLE HOUSING WORK? Such depth provides us with the ability to solve affordable housing problems in a much more holistic manner: we go beyond the “numbers” to truly understand and articulate housing solutions that are appropriate to an individual site, neighborhood and municipality, in terms of design.

To undertake this work, I would serve as the principal-in-charge. Kendra Lelie, AICP, PP, LLA, Senior Associate, would be the project manager for affordable housing work. She represents numerous municipalities, in addition to serving as a master in superior court on several affordable housing matters. As a landscape architect, she is also fluent in the language of cities and their form.

Attached are resumes of key personnel, our standard hourly rates and other pertinent documentation as requested by the City. We would be pleased to meet with City representatives to discuss our approach and to answer any questions you may have.

Thank you for your consideration.

Sincerely,

Clarke Caton Hintz, PC, New Jersey



Michael F. Sullivan, ASLA, AICP  
Principal

## Clarke Caton Hintz

Architecture

Planning

Landscape Architecture

## FIRM OVERVIEW

### General Firm Information

Clarke Caton Hintz is an award-winning firm committed to solving complex planning and design problems with a broad, multi-disciplinary approach. Imagination, creativity and insight into the built and the natural environments allow us to successfully achieve project objectives. We view architecture, planning and landscape architecture as most influential in shaping the places within which we live. We consider our three main disciplines to be fundamentally interdependent and believe that the outcomes of our work are enhanced through a close interaction of our planning and design expertise. Through this collaborative approach we create enduring architecture, livable places, and sustainable environments.

Based in Trenton, Clarke Caton Hintz has 40 years of experience in providing urban planning, historic preservation, affordable housing and various design services to cities, towns, local redevelopment authorities, the State of New Jersey, colleges and private developers. Our planning practice has assisted in the implementation of public land use policies at various scales-including individual sites, blocks, neighborhoods, districts and entire municipalities. Clarke Caton Hintz has demonstrated a particular emphasis on work within New Jersey's various centers – whether city, town or village. It is within these places where complex constellations of influences come together to shape land use and the built form. Our multi-disciplinary practice has a track record of addressing the opportunities and constraints facing cities to produce successful plans and designs.

### Affordable Housing: Planning and Design

Clarke Caton Hintz (“CCH”) is recognized as a leader in affordable housing planning and design. Three of the planners have been appointed by the New Jersey Superior Court to serve as Masters in Mount Laurel litigation and several have testified extensively in Superior Court and before the New Jersey Council on Affordable Housing (“COAH”) as experts on housing and planning issues.

The firm has been involved in the preparation and revision of affordable housing plans of more than 55 New Jersey municipalities. Our approach is to assist towns in meeting their affordable housing obligation with creative solutions that avoid over-development. In fact, recently the firm has been involved in at least half (75) of the total (150) executed settlements with Fair Share Housing Center (“FSHC”) in our role as affordable housing planner or master. CCH has extensive experience in the preparation of Housing Elements and Fair Share Plans for municipalities that have little or no vacant land to



### Clarke Caton Hintz

provide for new affordable housing projects. This experience requires the crafting and review of vacant land adjustments to ensure they are completed in accordance with COAH regulations but also respond to the Court Master's analysis.

Clarke Caton Hintz is distinguished from other New Jersey firms in that we are not only involved in planning and policy development but also in designing and building affordable housing. The firm has designed affordable housing for many municipal clients, including Absecon, Princeton, Warren, Bernardsville, Metuchen, Roxbury, Newark, North Plainfield, Branchburg and Trenton. Our design philosophy is to work with municipalities to create housing that is distinctive, yet fits within the architectural context of the neighborhood. The design must be economical and durable as well as attractive.

### Knowledge of Asbury Park

We have significant experience and expertise in Asbury Park that has led to a deep understanding of the City's regulations, policies, and internal and external influences. We have completed a Master Plan Reexamination Report /Master Plan, as well as your Housing Plan Element, and we currently serve as the Planner to the Planning Board and Zoning Board of Adjustment. At this time, we are beginning the ordinance work to implement the 2017 Master Plan Reexamination Report / Master Plan. CCH is ready to work with the City to ensure that the new ordinances reflect affordable housing policies, and vice versa, where appropriate

## Clarke Caton Hintz

Architecture

Planning

Landscape Architecture

### KEY PERSONNEL

The professional affordable housing planning services which Asbury Park needs requires a consultant with expertise in a variety of disciplines: affordable housing, planning, community design, architecture, historic preservation, landscape architecture and environmental design and green building/LEED. Fortunately, the principals and senior staff at CCH are uniquely suited to address these needs. Below is a description of the proposed staffing for the affordable housing planning position. While Michael Sullivan will be the principal-in-charge, Kendra Lelie will serve as the project manager. Additionally, Mary Beth Lonergan will serve as a resource professional on affordable housing matters. Detailed resumes of the affordable housing planning staff including Michael Sullivan, Kendra Lelie and Mary Beth Lonergan follow.



**Michael Sullivan, ASLA, AICP** will serve as the Principal-in-Charge. He leads many of the firm's urban design, planning and landscape architectural projects. His practice is founded upon a commitment to environmental planning and design, the principles of smart growth and the creation of livable places. Mr. Sullivan provides expert guidance on planning and design strategies within a spectrum of contexts, from the redevelopment of centers to the preservation of rural landscapes. Thoughtful

attention to those elements of our environment that influence the spatial, visual and functional character of places is woven throughout his work. Integration of this fundamental mission is evident in the planning and implementation of neighborhood and community design, adaptation and resiliency, landscape architecture, green infrastructure, land use policies and development regulations. Michael's work has been recognized by the American Planning Association, the American Society of Landscape Architects and other organizations.

**Kendra Lelie, PP, AICP, LLA**, has extensive experience in providing affordable housing planning services to coastal towns including West Cape May, Wildwood Crest, Avalon, Stone Harbor and Cape May Point. She also provides affordable housing planning services for Union Township (Union County) and Readington Township. Ms. Lelie provides expert testimony and reports in the defense of municipalities when litigation arises over land use or affordable housing matters. Kendra is a highly



**Clarke Caton Hintz**

Architecture

Planning

Landscape Architecture

accomplished design and planning professional with almost 20 years of experience directing planning and design projects from concept to completion. Her successful track record includes the preparation of master plans, zoning ordinances and redevelopment plans, with a specific expertise on livable places, smart growth, affordable housing and recreational planning/design. She has served as the consulting planner for planning boards and zoning boards of adjustment throughout the State of New Jersey, where she provides advice and testimony in the consideration of development applications.



**Mary Beth Lonergan, PP, AICP**, is an Associate Partner at Clarke Caton Hintz and is a licensed Professional Planner in the State of New Jersey with 30 years of experience in municipal planning and over 20 years of experience administering the requirements of the NJ Council on Affordable Housing (COAH) and now the Superior Courts. Ms. Lonergan's affordable housing experience includes working for COAH for eight years in three positions, rising to the level of Chief of Housing Services. While at COAH, Ms. Lonergan's duties included the

supervision of seven staff planners, researching affordable housing policy issues, preparing rule proposals and providing information and assistance to municipal officials and the public concerning COAH's rules and administrative procedures.



## MICHAEL F. SULLIVAN, ASLA, AICP

Principal

Michael Sullivan leads many of the firm's urban design, planning and landscape architectural projects. His practice is founded upon a commitment to excellence in environmental planning and design, advocacy of the principles of smart growth and the creation of livable places. Mr. Sullivan assists clients in the formulation of planning and design strategies within a spectrum of contexts, including the redevelopment of centers and the preservation of rural landscapes. His careful attention to those elements that influence the spatial, visual and functional character of places ensures the successful fulfillment of our clients' goals. Mr. Sullivan employs an array of design and planning tools, including the preparation of master plans, design standards, site plans, landscape architectural design, expert testimony and development regulations. His work has been recognized by the American Planning Association, the American Society of Landscape Architects and other organizations.

### EDUCATION

**Pennsylvania State University**  
*Bachelor of Science in Landscape Architecture*

### PROFESSIONAL LICENSES

**Landscape Architect**  
*State of New Jersey; Commonwealth of Pennsylvania*

**Professional Planner**  
*State of New Jersey*

**Member**  
*American Institute of Certified Planners*

### PROFESSIONAL ACTIVITIES

**American Society of Landscape Architects**  
*Member*

**American Planning Association**  
*Member*



### PROFESSIONAL EXPERIENCE

#### Asbury Park Waterfront Redevelopment Plan (1)

Asbury Park, NJ

#### The Peninsula at Bayonne Harbor (2)

Bayonne, NJ

#### Downtown Camden Strategic Development Plan

Camden, NJ

#### Yankee Stadium Macombs Dam Park

Bronx, NY

#### Oceanport's Vision for Fort Monmouth

Oceanport, NJ (3)

#### Hoboken South Redevelopment Plan

Hoboken, NJ

#### Chesterfield Planned Village Design

Chesterfield Township, NJ

#### Washington Borough Downtown Revitalization Plan (4)

Washington Borough, NJ

#### Secaucus Junction Area Vision Plan

Secaucus, NJ

#### Minish Waterfront Park

Newark, NJ

#### Independence Park Renovation

Newark, NJ

#### Turtle Back Zoo - Sea Lion & Touch Tank Exhibit

West Orange, NJ

#### Turtle Back Zoo Master Plan

West Orange, NJ

#### Turtle Back Zoo Entry Plaza

West Orange, NJ

#### Newark Waterfront Master Plan

Newark, NJ

#### Agricultural Residential Zone Photo Tour

Readington Twp, NJ

#### Mercer County Community College Master Plan

West Windsor & Trenton, NJ

#### Brookdale Community College Collins Arena and Campus Fitness Ctr

Lincroft, NJ

#### Brookdale Community College AutoTechnology Facility

Lincroft, NJ

#### Princeton University, Alexander Street

Princeton, NJ

#### Historic Morven

Princeton, NJ

#### 200 Elm Drive, Princeton Univ.

Princeton, NJ



## KENDRA LELIE, PP, AICP, LLA

Senior Associate

Kendra Lelie is a highly accomplished design and planning professional with over 20 years of experience directing planning and design projects from concept to completion. Her successful track record includes the preparation of master plans, zoning ordinances and redevelopment plans, with a specific expertise on livable places, smart growth, affordable housing and recreational planning/design. Ms. Lelie provides expert testimony and reports in the defense of municipalities when litigation arises over land use or affordable housing matters. She has served as the consulting planner for planning boards and zoning boards of adjustment throughout the State of New Jersey, where she provides advice and testimony in the consideration of development applications. While serving as the municipal planner for Solebury Township (PA) Ms. Lelie lead the establishment of a rating system for open space and farmland preservation acquisitions.

### EDUCATION

**Rutgers University**  
*Masters of City and Regional Planning*

**Rutgers University**  
*Bachelor of Science, Environmental Planning and Design*

### PROFESSIONAL LICENSES

**Professional Planner**  
*State of New Jersey*

**Landscape Architect**  
*State of New Jersey*

### PROFESSIONAL ACTIVITIES

**American Planning Association**  
*Member*

**American Society of Landscape Architects**  
*Member*



### PROFESSIONAL EXPERIENCE

#### Municipal Master Plan Documents

Atlantic Highlands, NJ  
City of Cape May, NJ  
Oceanport Borough, NJ  
Rockleigh Borough, NJ  
Southampton Township, NJ  
Wildwood Crest Borough, NJ

#### Special Master, NJ Superior Court

Alexandria Township, NJ  
Bedminster Township, NJ  
City of Summit, NJ  
Cranford Township, NJ  
Garwood Borough, NJ  
Milford Borough, NJ  
New Providence Borough, NJ  
Raritan Township, NJ  
Raritan Borough, NJ  
Roselle Park, NJ  
Scotch Plains Township, NJ  
Town of Westfield, NJ

#### Non-Profit Work

NJ Future Green Infrastructure Mainstreaming

#### Redevelopment Planning

Borough of Flemington, NJ  
City of Lambertville, NJ  
Deptford Township, NJ  
Oceanport Borough, NJ  
Readington Township, NJ  
Union Township, NJ

#### Resiliency Planning

Hamilton Township, NJ (Atlantic) - Strategic Recovery Planning Report  
City of Hoboken, NJ - Hazard Mitigation Plan  
Oceanport, NJ - Master Plan  
Oceanport, NJ - Monmouth Park Redevelopment Plan  
Oceanport, NJ - E. Main Street Resiliency Study

#### Housing Element and Fair Share Plans

Avalon Bay, NJ  
Borough of Point Pleasant Beach, NJ  
Borough of Seaside Park, NJ  
Branchburg Township, NJ  
Cape May Point Borough, NJ  
Dennis Township, NJ  
Florence Township, NJ  
Little Ferry Borough, NJ  
Oceanport Borough, NJ  
Oldmans Township, NJ  
Readington Township, NJ  
Rockleigh Borough, NJ  
Rumson Borough, NJ  
Stone Harbor Borough, NJ  
Southampton Township, NJ  
Union Township, NJ  
Wall Township, NJ  
West Cape May Borough, NJ  
Wildwood Crest Borough, NJ

#### Park and Recreation Area Planning

Union Township, NJ  
City of Lambertville, NJ

#### Zoning Ordinances

Atlantic Highlands, NJ  
Cape May City, NJ  
Lumberton Township, NJ  
Southampton Township, NJ  
Oceanport Borough, NJ  
Readington Township, NJ  
Branchburg Township, NJ

#### Development Review

Branchburg Township, NJ  
Chatham Borough, NJ  
Readington Township, NJ



## EDUCATION

**University of Pennsylvania**  
*Bachelor of Arts in Urban Studies*

## PROFESSIONAL LICENSES

**Professional Planner**  
*State of New Jersey*

**Member**  
*American Institute of Certified Planners*

## PROFESSIONAL ACTIVITIES

**American Planning Association**  
*Member*

**Affordable Housing Professionals of  
New Jersey**  
*Board Member*



## MARY BETH LONERGAN, PP, AICP

Associate Partner

Ms. Lonergan is a professional planner with almost 30 years experience in land use planning in both the public and private sectors. Ms. Lonergan has an expertise in affordable housing planning having been named Special Court Master in 30 Mt. Laurel litigation matters before the New Jersey Superior Court and having prepared and implemented affordable housing plans for over 25 municipal clients. Prior to joining the firm, Ms. Lonergan worked for the NJ Council on Affordable Housing (COAH) for eight years as Chief of Housing Services. While at COAH, Ms. Lonergan researched affordable housing policy issues, including the impact of proposed state legislation and court cases; prepared rule proposals and policy papers; provided professional advice to municipalities and served as mediator. Ms. Lonergan's other municipal planning experience includes the preparation of master plans, land use and zoning ordinances, and site plan, subdivision, and "d" variance application reviews. Ms. Lonergan has regularly attended planning and zoning board public meetings as a municipal planning consultant. Ms. Lonergan's private sector experience includes expert planning testimony and development feasibility analyses and fiscal impact statements.

## PROFESSIONAL EXPERIENCE

### Special Master, NJ Superior Court

Alpine Borough, NJ  
Bordentown Township, NJ  
Emerson Borough, NJ  
Englewood Cliffs Borough, NJ  
Glen Rock Borough, NJ  
Gloucester City, NJ  
Hackensack City, NJ  
Hammonton Town, NJ  
Maple Shade Township, NJ  
Maywood Borough, NJ  
Monroe Township (Gloucester County), NJ  
Mt. Holly Township, NJ  
New Hanover Township, NJ  
North Hanover Township, NJ  
Palmyra Borough, NJ  
Pemberton Borough, NJ  
Pemberton Township, NJ  
Ridgefield Park Village, NJ  
Riverside Township, NJ  
Riverton Borough, NJ  
Rochelle Park Township, NJ  
Saddle Brook Township, NJ  
Somers Point City, NJ  
Teaneck Township, NJ  
Waldwick Borough, NJ  
Washington Twp. (Bergen), NJ  
West Cape May Borough, NJ  
Westampton Township, NJ  
Wildwood City, NJ  
Woodland Township, NJ

### Master Plans

Deptford Township, NJ (1)  
Mantua Township, NJ

### Land Use and Zoning Ordinances

Deptford Township, NJ  
Mantua Township, NJ  
Pitman Borough, NJ

### Housing Elements & Fair Share Plans

Allendale Borough, NJ  
Bordentown City, NJ  
Chesterfield Township, NJ (2)  
Clinton Township, NJ  
Cranbury Township, NJ  
Delanco Township, NJ  
Deptford Township, NJ  
Edgewater Park Township, NJ  
Florence Township, NJ  
Haddonfield Borough, NJ (3)  
Lawrence Township, NJ  
Ocean Township (Monmouth County), NJ  
Pennsville Township, NJ  
Perth Amboy City, NJ (4)  
Readington Township, NJ  
South Brunswick Township, NJ  
Union Township (Hunterdon County), NJ

### Development Feasibility Reports

Collegietown Shopping Center, Glassboro, NJ  
Wampanoag Mall, East Providence, RI  
University Park Shopping Ctr., Richland, PA

### Fiscal Impact Statements

Florence Station, Florence Township, NJ  
Birmingham Meadows, Pemberton Twp, NJ  
Sterling Hill, Ogdensburg Borough, NJ

**Clarke Caton Hintz**

Architecture

Planning

Landscape Architecture

**REFERENCES**

---

**Oceanport Borough****Jay Coffey, Mayor**

315 E. Main Street

Oceanport, NJ 07757

732-222-8221

**Readington Township****Ronald Monaco, Planning Board Chair**

(908) 534-2614

**Betty Ann Fort, Mayor**

(908) 439-3302

509 Route 523

Whitehouse Station, NJ 08889

**Union Township****Ronald Manzella, Township Administrator**

1976 Morris Avenue

Union, NJ 07083

908-851-8500

**Clarke Caton Hintz**

Architecture

Planning

Landscape Architecture

100 Barrack Street  
Trenton NJ 08608  
clarkecatonhintz.com  
Tel: 609 883 8383  
Fax: 609 883 4044

Philip Caton, FAICP  
John Hatch, FAIA  
George Hibbs, AIA  
Brian Slaugh, AICP  
Michael Sullivan, AICP

*Emeriti*

John Clarke, FAIA  
Carl Hintz, AICP, ASLA

**CLARKE CATON HINTZ**  
**2019 Municipal Planning Clients**

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|                               |                                   |
|-------------------------------|-----------------------------------|
| Absecon City (5-10 yrs.)      | Lambertville (0-5 yrs.)           |
| Allendale (10+ yrs.)          | Lawrence (Mercer) (20+ yrs.)      |
| Asbury Park (0-5 yrs.)        | Little Ferry (5-10 yrs.)          |
| Avalon (5-10 yrs.)            | Madison (0-5 yrs.)                |
| Bayonne (10+ yrs.)            | Mannington (10+ yrs.)             |
| Branchburg (5-10 yrs.)        | Montgomery (0-5 yrs.)             |
| Cape May Point (5-10 yrs.)    | Moorestown (20+ yrs.)             |
| Chatham Borough (0-5 yrs.)    | Ocean Twp. (Monmouth) (5-10 yrs.) |
| Chesterfield (10+ yrs.)       | Oceanport (5-10 yrs.)             |
| Cranbury (10+ yrs.)           | Oldmans (0-5 yrs.)                |
| Delanco (10+ yrs.)            | Pennsville (10+ yrs.)             |
| Dennis Twp. (0-5 yrs.)        | Pittsgrove (10+ yrs.)             |
| Deptford (10+ yrs.)           | Point Pleasant Beach (0-5 yrs.)   |
| Edgewater Park (10+ yrs.)     | Readington (20+ yrs.)             |
| Flemington (10+ yrs.)         | Rumson (0-5 yrs.)                 |
| Florence (10+ yrs.)           | Seaside Park (0-5 yrs.)           |
| Gibbsboro (20+ yrs.)          | Secaucus (10+ yrs.)               |
| Glassboro (0-5 yrs.)          | South Brunswick (10+ yrs.)        |
| Haddonfield (10+ yrs.)        | City of Trenton (0-5 yrs.)        |
| Haddon Township (5-10 yrs.)   | Upper Deerfield (5-10 yrs.)       |
| Hamilton (Mercer) (5-10 yrs.) | Union (Hunterdon) (10+ yrs.)      |
| Harrison Township (5-10 yrs.) | Union (Union Cty) (0-5 yrs.)      |
| Highland Park (5-10 yrs.)     | Vineland (0-5 yrs.)               |
| Hightstown (0-5 yrs.)         | Wall Township (5-10 yrs.)         |
| Ho-Ho-Kus (5-10 yrs.)         | Wenonah (10+ yrs.)                |
| Jersey City (0-5 yrs.)        |                                   |



Former Municipal Planning Clients

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|                      |                       |                          |
|----------------------|-----------------------|--------------------------|
| Berkeley Heights     | Hamilton (Atlantic)   | Perth Amboy              |
| Berlin Borough       | Hampton Borough       | Pohatcong                |
| Bethlehem            | Hopewell (Cumberland) | Raritan                  |
| Beverly              | Hopewell (Mercer)     | Ridgewood                |
| Bordentown City      | Lambertville          | Robbinsville             |
| Bordentown Township  | Lebanon               | Roosevelt                |
| Cinnaminson          | Little Silver         | Springfield (Burlington) |
| Clinton Town         | Lower Alloways Creek  | Springfield (Union)      |
| Colts Neck           | Lumberton             | Tewksbury                |
| Delaware             | Mansfield (Warren)    | Voorhees                 |
| East Amwell          | Millville             | West Amwell              |
| East Windsor         | Montclair             | West Windsor             |
| Franklin (Hunterdon) | Mt. Olive             | Wildwood Crest           |
| Franklin Lakes       | Mountainside          | Willingboro              |
| Gloucester Twp.      | Ocean City            | Woodbury Heights         |
| Greenwich (Warren)   | Pemberton             | Woolwich Township        |



White Oak Lane Affordable Housing

# AFFORDABLE HOUSING

Clarke Caton Hintz is recognized as a leader in affordable housing planning. Our expertise in affordable housing matters is integrated within all planning and architectural projects.

We have been involved in affordable housing matters from the earliest days of the Mt. Laurel court decisions through the current assumption of affordable housing by the NJ Superior Courts. More than 55 New Jersey municipalities have relied on Clarke Caton Hintz to prepare affordable housing plans and for representation before COAH and the courts as experts on housing and planning issues. Our comprehensive approach assists towns in meeting their affordable housing obligation

with creative strategies that fit within overall land use policies, minimize municipal costs and avoid over-development.

Our comprehensive experience in affordable housing has lead to appointments by the New Jersey Superior Court, where we serve as Special Court Masters in affordable housing Mt. Laurel matters. In this capacity, we have served in over 100 municipalities across the state.

Because of our court expertise, we are often involved in discussions with State policy makers, which provides an unusual insight into the regulatory environment that is brought to bear on behalf of our clients.

## Representative Affordable Housing Clients

Absecon City  
Allendale Borough  
Avalon Borough  
Bayonne City  
Branchburg  
Cape May Point Borough  
Chesterfield Township  
Cranbury Township

Delanco Township  
Dennis Township  
Deptford Township  
Edgewater Park Township  
Flemington Borough  
Florence Township  
Gibbsboro Borough  
Haddon Township  
Haddonfield Borough  
Hamilton Twp., Mercer

Harrison Township  
Highland Park Borough  
Ho-Ho-Kus Borough  
Jersey City  
Lambertville  
Lawrence Twp., Mercer  
Little Ferry Borough  
Madison Borough  
Mannington Township  
Millville Borough

Montgomery Township  
Moorestown Township  
Ocean Twp., Monmouth  
Oceanport Borough  
Oldmans Township  
Pennsville Township  
Pittsgrove Township  
Point Pleasant Beach  
Readington Township  
Rumson Borough

Seaside Park  
Secaucus Town  
South Brunswick  
Union Twp., Union Cty.  
Vineland City  
Wall Township  
Wenonah Borough

## CITY OF ASBURY PARK

## CLARKE CATON HINTZ

## 2019 PROFESSIONAL PLANNING FEE SCHEDULE

## Clarke Caton Hintz

Architecture

Planning

Landscape Architecture

100 Barrack Street

Trenton NJ 08608

clarkecatonhintz.com

Tel: 609 883 8383

Fax: 609 883 4044

PLANNERS & LANDSCAPE ARCHITECTSHOURLY RATEStandardExpert

|                                       |       |       |
|---------------------------------------|-------|-------|
| Philip Caton, PP, FAICP               | \$150 | \$210 |
| Brian Slauch, PP, AICP                | \$150 | \$210 |
| Michael Sullivan, PP, AICP, LLA, ASLA | \$150 | \$210 |
| Mary Beth Lonergan, PP, AICP          | \$145 | \$185 |
| Kendra Lelie, PP, AICP, LLA, ASLA     | \$140 | \$180 |
| Andrea Malcolm, PP, AICP              | \$110 | \$135 |
| Donna Miller, PP, AICP                | \$110 | \$135 |
| Emily Goldman, PP, AICP               | \$110 | \$135 |
| Geoffrey Vaughn, ASLA                 | \$110 | \$135 |
| Christian Kuhn, LLA, ASLA             | \$110 | \$135 |
| Melissa McMullen                      | \$100 | \$125 |
| Austin Maitland                       | \$100 | \$125 |

NOTE: Standard rates shall be applicable for all services to public sector clients except for those related to litigation/contested matters in which case Expert rates shall apply. Time for off-premise work is billable on a portal-to-portal basis. Reimbursable expenses, including travel, copying, computer plotting and other reproducible items, postal charges, photography, subcontracted work and other expenses directly related to a specific project or application are billed at the firm's direct cost without mark-up for administration.

W:\5000's\Asbury Park\Administration\Contracts\2019\Asbury Park Public Rates 2018-19.docx

Philip Caton, FAICP

John Hatch, FAIA

George Hibbs, AIA

Brian Slauch, AICP

Michael Sullivan, AICP

*Emeriti*

John Clarke, FAIA

Carl Hintz, AICP, ASLA

**Clarke Caton Hintz**

Architecture  
Planning  
Landscape Architecture

**CITY OF ASBURY PARK****AFFIDAVIT OF GOOD STANDING**

**Title of Proposal:** Affordable Housing Consultant

**Name of Contractor:** Clarke Caton Hintz, PC

100 Barrack Street  
Trenton NJ 08608  
clarkecatonhintz.com  
Tel: 609 883 8383  
Fax: 609 883 4044

This is to certify that neither individuals of the firm nor the firm itself have any ethics violations against them.

I hereby further certify that neither individuals of the firm nor the firm itself are suspended, debarred or otherwise prohibited from professional practice by any federal, state or local agency.

I hereby further certify the firm is not now nor has been involved in any bankruptcy proceedings in the last 10 years.

I hereby further certify that there are no judgments nor have been within the last three years in which the firm has been adjudicated liable for professional malpractice.

Signed: 

Michael F. Sullivan, ASLA, AICP, Principal

Philip Caton, FAICP  
John Hatch, FAIA  
George Hibbs, AIA  
Brian Slauch, AICP  
Michael Sullivan, AICP

**Name of Firm:** Clarke Caton Hintz, PC

**Address of Firm:**  
100 Barrack Street  
Trenton, NJ 08608

*Emeriti*  
John Clarke, FAIA  
Carl Hintz, AICP, ASLA

**Date:** June 10, 2019

Attachment: Clarke Caton Hintz Proposal (2019-235 : Affordable Housing Consultant Appointment 2019)

01/05/10

Taxpayer Identification# 222-779-153/000

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:

CLARKE CATON HINTZ, A PROFESSIONAL CORPO

TRADE NAME:

ADDRESS:

100 BARRACK STREET 3RD FL  
TRENTON NJ 08608

EFFECTIVE DATE:

10/18/01

SEQUENCE NUMBER:

0105471

ISSUANCE DATE:

01/05/10

  
Director  
New Jersey Division of Revenue

FORM-BRC

(04-08) D205648V

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

Attachment: Clarke Caton Hintz Proposal (2019-235 : Affordable Housing Consultant Appointment 2019)

## City of Asbury Park, New Jersey

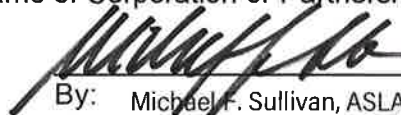
## Request for Qualifications

**STOCKHOLDER STATEMENT OF OWNERSHIP**

I certify that the list below contains the names and home addresses of all persons holding ten percent (10%) or more interest in the undersigned partnership or corporation, as well as the names and home addresses of all persons who own an interest in any entity which owns ten percent (10%) or more of said partnership or corporation.

  
 Witness and Corporate Seal

Clarke Caton Hintz, PC  
 Name of Corporation or Partnership

  
 By: Michael F. Sullivan, ASLA, AICP, Principal

**Shareholders or Partners:**

**Name:** John D. S. Hatch

**Address:** 165 Mercer Street, Trenton, NJ 08611

**Name:** George M. Hibbs

**Address:** 136 Hidden Valley Lane, Newtown, PA 18940

**Name:** Brian M. Slauch

**Address:** 304 E. 2nd Street, Moorestown, NJ 08057

**Name:** Michael F. Sullivan

**Address:** 933 Gainsway Road, Yardley, PA 19067

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

Form 5

## City of Asbury Park, New Jersey

**Request for Qualifications  
STATE OF NEW JERSEY DEBARRED LIST AFFIDAVIT**

STATE OF NEW JERSEY)

SS:

COUNTY OF MONMOUTH)

I, Michael F. Sullivan, of the City of Trenton  
in the County of Mercer and the State of New Jersey, of full age, being  
duly sworn according to law on my oath depose and say that:

I am Michael F. Sullivan, an officer of the firm of Clarke Caton Hintz, PC,  
the consultant 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 consultant 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 consultant 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.

Clarke Caton Hintz, PC, 100 Barrack Street, Trenton, NJ 08608  
Name and Address of Consultant

Michael F. Sullivan, ASLA, AICP, Principal  
Name and Title of Affiant

Subscribed and sworn before me on  
this 10<sup>th</sup> day of June, 2019

Sharon L. Moore  
Notary Public of

My commission expires \_\_\_\_\_, 20\_\_\_\_.



City of Asbury Park, New Jersey

Form 6

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

The consultant, 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 consultant 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 consultant 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 consultant, 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 consultant will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the consultant 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 consultant 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 consultant 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 consultant which engages in direct or indirect discriminatory practices.

The consultant 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 consultant 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.

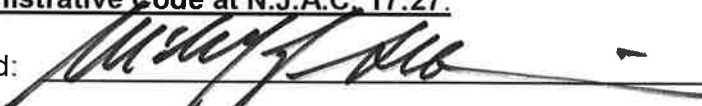
The consultant shall submit to the public consultant, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

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 consultant through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

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

Signed: 

Print Name: Michael F. Sullivan, ASLA, AICP, Principal

Name & Address of Company:

Clarke Caton Hintz, PC

100 Barrack Street

Trenton, NJ 08608

Dated: June 10, 2019

Attachment: Clarke Caton Hintz Proposal (2019-235 : Affordable Housing Consultant Appointment 2019)

REQUIRED EVIDENCE

Form 8

**AFFIRMATIVE ACTION REGULATIONS**  
**PUBLIC LAW 1975, c. 127 (N.J.A.C. 17:27)**

If awarded a contract, all procurement and service consultants 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 consultant shall present one of the following:

1. A letter from the U. S. Department of Labor that the consultant 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 consultants:

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 consultant 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 consultant must be rejected as non-responsible if the consultant 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 consultants having less than fifty (50) employees is no longer acceptable, a New Jersey Certificate of Approval or A.A. 302 is required.

CONSULTANT Clarke Caton Hintz, PC

BY:

  
Michael F. Sullivan, ASLA, AICP, Principal

Form 9

Certification 30171

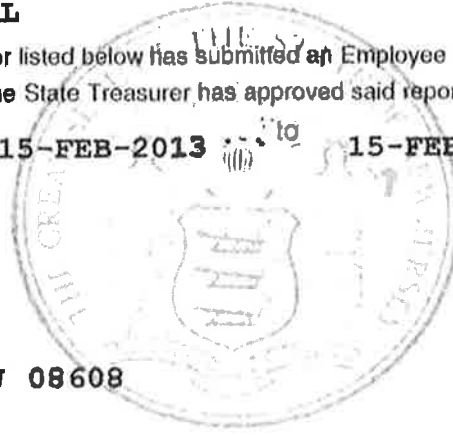
**CERTIFICATE OF EMPLOYEE INFORMATION REPORT****RENEWAL**

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-FEB-2013 to 15-FEB-2020

**CLARKE CATON HINTZ  
100 BARRACK STREET  
TRENTON**

NJ 08608

  
Andrew P. Sidamon-Eristoff  
State Treasurer

Attachment: Clarke Caton Hintz Proposal (2019-235 : Affordable Housing Consultant Appointment 2019)

**AMERICANS WITH DISABILITIES ACT OF 1990  
Equal Opportunity for Individuals with Disability**

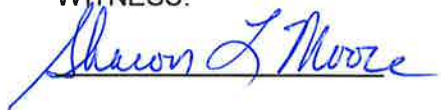
The consultant and the City of Asbury Park (hereinafter the "City") do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101, et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs 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 consultant 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 consultant shall defend the City in any action or administrative proceeding commenced pursuant to the Act. The consultant 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 consultant 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 consultant 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 consultant 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 consultant 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.

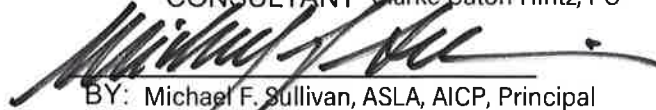
It is expressly agreed and understood that any approval by the City of the services provided by the consultant pursuant to this contract will not relieve the Consultant of the obligation to comply with the Act and to defend, indemnify, protect and save harmless the City pursuant to this paragraph.

It is further agreed and understood that the consultant 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 consultant 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 consultant from any liability, nor preclude the Consultant from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

WITNESS:



CONSULTANT Clarke Caton Hintz, PC



BY: Michael F. Sullivan, ASLA, AICP, Principal

DATED: June 10, 2019

**Form 10**

## City of Asbury Park, New Jersey

## Request for Qualifications

**COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY)

SS:

COUNTY OF MONMOUTH)

I, Michael F. Sullivan, of the Municipality of Trenton, 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 Clarke Caton Hintz, PC, the consultant submitting the proposal for COAH services for the City of Asbury Park, and I have executed the proposal with full authority to do so. Further, the consultant 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 City of Asbury Park shall rely upon the truth of the statements contained in the affidavit and in said proposal in awarding the contract for said project.

Clarke Caton Hintz, PC  
Name of Consultant

Michael F. Sullivan, ASLA, AICP  
Authorized Representative (Print)

Principal  
Title of Authorized Representative

Date June 10, 2019

[Signature]  
Signature of Authorized Representative

Subscribed and sworn before me on this 10<sup>th</sup> day of June, 2019.

[Signature: Sharon L. Moore]  
Notary Public of

My commission expires \_\_\_\_\_, 20\_\_\_\_.



STATE OF NEW JERSEY – DIVISION OF PURCHASE AND PROPERTY  
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Solicitation Number: \_\_\_\_\_

Bidder/Offeror: Clarke Caton Hintz, PC

**PART 1: CERTIFICATION****BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX****FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE**

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

**PLEASE CHECK THE APPROPRIATE BOX:**

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

**OR**

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

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN –**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the box below.

**PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION.**

|                                                               |                                      |
|---------------------------------------------------------------|--------------------------------------|
| Name: _____                                                   | Relationship to Bidder/Offeror _____ |
| Description of Activities _____                               |                                      |
| Duration of Engagement _____ Anticipated Cessation Date _____ |                                      |
| Bidder/Offeror Contact Name _____                             | Contact Phone Number _____           |

**Certification:** I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto 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 State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Michael F. Sullivan, ASLA, AICP

Signature: 

Title: Principal

Date: June 10, 2018

Name of Company: Clarke Caton Hintz, PC

City/State/Zip: Trenton, NJ 08608

**To be completed, signed below & returned with proposal.**

Attachment: Clarke Caton Hintz Proposal (2019-235 : Affordable Housing Consultant Appointment 2019)



CLARCAT-01

3.H.4.a

DATE (MM/DD/YYYY)

10/22/2018

## CERTIFICATE OF LIABILITY INSURANCE

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

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

|                                                                                        |                                                             |                                      |
|----------------------------------------------------------------------------------------|-------------------------------------------------------------|--------------------------------------|
| <b>PRODUCER</b><br>Borden Perlman<br>250 Phillips Blvd<br>Suite 280<br>Ewing, NJ 08618 | <b>CONTACT NAME:</b> JoAnn Arey                             |                                      |
|                                                                                        | <b>PHONE (A/C, No, Ext):</b> (609) 512-2914 112             | <b>FAX (A/C, No):</b> (609) 895-1468 |
|                                                                                        | <b>E-MAIL ADDRESS:</b> jarey@bordenperlman.com              |                                      |
|                                                                                        | <b>INSURER(S) AFFORDING COVERAGE</b>                        | <b>NAIC #</b>                        |
|                                                                                        | <b>INSURER A :</b> National Fire Insurance of Hartford      | 20478                                |
|                                                                                        | <b>INSURER B :</b> Continental Casualty Company             | 20443                                |
|                                                                                        | <b>INSURER C :</b> Valley Forge Insurance Company           | 20508                                |
|                                                                                        | <b>INSURER D :</b> Travelers Casualty and Surety Co America | 31194                                |
|                                                                                        | <b>INSURER E :</b>                                          |                                      |
|                                                                                        | <b>INSURER F :</b>                                          |                                      |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                  | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                              |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: |           |          | 4017846653    | 11/09/2018              | 11/09/2019              | EACH OCCURRENCE \$ 1,000,<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,<br>MED EXP (Any one person) \$ 10,<br>PERSONAL & ADV INJURY \$ 1,000,<br>GENERAL AGGREGATE \$ 2,000,<br>PRODUCTS - COMP/OP AGG \$ 2,000,<br>POLLUTION LIAB \$ 1,000, |
| A        | <input type="checkbox"/> AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                                      |           |          | 4017846653    | 11/09/2018              | 11/09/2019              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                        |
| B        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 10,000                                                                            |           |          | 4017846801    | 11/09/2018              | 11/09/2019              | EACH OCCURRENCE \$ 5,000,<br>AGGREGATE \$ 5,000,<br>\$                                                                                                                                                                                              |
| C        | <input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                     |           | N / A    | 4017975167    | 11/09/2018              | 11/09/2019              | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$ 1,000,<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,                                                               |
| D        | Employment Practices                                                                                                                                                                                                                                                                                               |           |          | 106924206     | 05/17/2018              | 11/09/2019              | Per Claim \$ 1,000,                                                                                                                                                                                                                                 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Evidence of Insurance

## CERTIFICATE HOLDER

## CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) **3.H.4.a**  
**12/19/18**

|                                                                                                                                                  |  |                                                                                                                                                                                                                    |                              |
|--------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| <b>PRODUCER</b><br><b>WHITEHORN FINANCIAL GROUP INC</b><br><b>29 Main Street, 2nd Floor</b><br><b>Madison, NJ 07940</b><br><b>(973) 564-9330</b> |  | <b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b> |                              |
| <b>INSURED</b><br><b>Clarke Caton Hintz</b><br><br><b>100 Barrack Street</b><br><b>Trenton, NJ 08608</b>                                         |  | <b>INSURERS AFFORDING COVERAGE</b><br><b>INSURER A: Continental Casualty Company</b><br><b>INSURER B:</b><br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b>                                           | <b>NAIC#</b><br><b>20443</b> |

## COVERAGES

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

| INSR LTR | ADD'L INSRD | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                           | POLICY NUMBER           | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS                                                                                                                                                           |                                  |
|----------|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|----------------------------------|-----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|
|          |             | <b>GENERAL LIABILITY</b><br><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR<br><br><b>GEN'L AGGREGATE LIMIT APPLIES PER:</b><br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |                         |                                  |                                   | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | \$<br>\$<br>\$<br>\$<br>\$<br>\$ |
|          |             | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS                                                                |                         |                                  |                                   | COMBINED SINGLE LIMIT (Ea accident)<br><br>BODILY INJURY (Per person)<br><br>BODILY INJURY (Per accident)<br><br>PROPERTY DAMAGE (Per accident)                  | \$<br><br>\$<br><br>\$<br><br>\$ |
|          |             | <b>GARAGE LIABILITY</b><br><input type="checkbox"/> ANY AUTO                                                                                                                                                                                                                                                |                         |                                  |                                   | AUTO ONLY - EA ACCIDENT<br><br>OTHER THAN EA ACC<br>AUTO ONLY: AGG                                                                                               | \$<br><br>\$<br>\$               |
|          |             | <b>EXCESS/UMBRELLA LIABILITY</b><br><input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br><br><input type="checkbox"/> DEDUCTIBLE<br><input type="checkbox"/> RETENTION \$                                                                                                                 |                         |                                  |                                   | EACH OCCURRENCE<br>AGGREGATE<br><br><br><br>                                                                                                                     | \$<br>\$<br>\$<br>\$<br>\$       |
|          |             | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below                                                                                                                                        |                         |                                  |                                   | <input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>\$<br>\$<br>\$               |
|          |             | <b>OTHER</b><br><b>Errors and Omissions</b>                                                                                                                                                                                                                                                                 | <b>AEH 28-828-00-65</b> | <b>01/06/19</b>                  | <b>01/06/20</b>                   | <b>\$2,000,000 Per Claim and Aggregate</b>                                                                                                                       |                                  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

## CERTIFICATE HOLDER

|                                                                                          |
|------------------------------------------------------------------------------------------|
| <b>City of Asbury Park</b><br><b>One Municipal Plaza</b><br><b>Asbury Park, NJ 07712</b> |
|------------------------------------------------------------------------------------------|

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Maurice Andrews*

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER, WITH A MULTI-COLORED BACKGROUND AND MULTIPLE SECURITY FEATURES. PLEASE VERIFY AUTHENTICITY.

**State Of New Jersey  
New Jersey Office of the Attorney General  
Division of Consumer Affairs**

THIS IS TO CERTIFY THAT THE  
**Board of Professional Planners**

HAS LICENSED

**MICHAEL F. SULLIVAN  
933 GAINSWAY ROAD  
YARDLEY PA 19067-3069**

FOR PRACTICE IN NEW JERSEY AS A(N): **Professional Planner**

**04/04/2018 TO 05/31/2020**  
VALID

**33LI00515300**  
LICENSE/REGISTRATION/CERTIFICATION #

  
Signature of Licensee/Registrant/Certificate Holder

  
ACTING DIRECTOR

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER, WITH A MULTI-COLORED BACKGROUND AND MULTIPLE SECURITY FEATURES. PLEASE VERIFY AUTHENTICITY.

**State Of New Jersey  
New Jersey Office of the Attorney General  
Division of Consumer Affairs**

THIS IS TO CERTIFY THAT THE  
**Board of Architects**

HAS LICENSED

**Michael F. Sullivan  
933 Gainsway Road  
Yardley PA 19067-3069**

FOR PRACTICE IN NEW JERSEY AS A(N): **Licensed Landscape Architect**

**04/03/2018 TO 05/31/2020**  
VALID

**21AS00061200**  
LICENSE/REGISTRATION/CERTIFICATION #

  
Signature of Licensee/Registrant/Certificate Holder

  
ACTING DIRECTOR

**State Of New Jersey**  
**New Jersey Office of the Attorney General**  
**Division of Consumer Affairs**

THIS IS TO CERTIFY THAT THE  
**Board of Professional Planners**

HAS LICENSED

**KENDRA A. LELIE**  
**CLARKE CATON HINTZ**  
**100 BARRACK ST.**  
**Trenton NJ 08608**

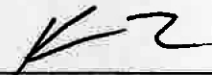
**FOR PRACTICE IN NEW JERSEY AS A(N): Professional Planner**

**05/21/2018 TO 05/31/2020**

VALID

**33LI00553700**

LICENSE/REGISTRATION/CERTIFICATION #

  
Signature of Licensee/Registrant/Certificate Holder

  
ACTING D

Packet Pg. 116

Attachment: Clarke Caton Hintz Proposal (2019-

3.H.4.a

**State Of New Jersey**  
**New Jersey Office of the Attorney General**  
**Division of Consumer Affairs**

THIS IS TO CERTIFY THAT THE  
**Board of Architects**

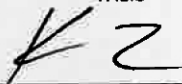
**HAS LICENSED**

**Kendra A. Lelie**  
**74 Sunset Drive**  
**New Hope PA 18938**

**FOR PRACTICE IN NEW JERSEY AS A(N): Licensed Landscape Architect**

**05/21/2018 TO 05/31/2020**

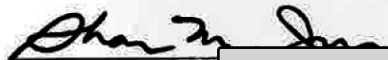
**VALID**



Signature of Licensee/Registrant/Certificate Holder

**21AS00124000**

**LICENSE/REGISTRATION/CERTIFICATION #**



ACTING D

**Packet Pg. 117**

Attachment: Clarke Caton Hintz Proposal (2019-

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER, WITH A MULTI-COLORED BACKGROUND AND MULTIPLE SECURITY FEATURES. PLEASE VERIFY AUTHENTICITY.

**State Of New Jersey  
New Jersey Office of the Attorney General  
Division of Consumer Affairs**

THIS IS TO CERTIFY THAT THE  
**Board of Professional Planners**

HAS LICENSED

**MARY B. LONERGAN**  
442 Santa Fe Court  
Hamilton NJ 08619

FOR PRACTICE IN NEW JERSEY AS A(N): **Professional Planner**

04/24/2018 TO 05/31/2020

VALID

*Mary B. Lonergan*  
Signature of Licensee/Registrant/Certificate Holder

**33LI00428800**

LICENSE/REGISTRATION/CERTIFICATION #

*Sharon M. Joyce*  
ACTING DIRECTOR

New Jersey Office of the Attorney General  
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE  
Board of Professional Planners

HAS LICENSED  
MARY B. LONERGAN  
Professional Planner

04/24/2018 TO 05/31/2020

VALID

SIGNATURE

PLEASE DETACH HERE  
IF YOUR LICENSE/REGISTRATION  
CERTIFICATE ID CARD IS LOST  
PLEASE NOTIFY:  
Board of Professional Planners  
P.O. Box 45016  
Newark, NJ 07101

PLEASE DETACH HERE

Attachment: Clarke Caton Hintz Proposal (2019-235 : Affordable Housing Consultant Appointment 2019)

**Clarke Caton Hintz**

Architecture

Planning

Landscape Architecture

## Agreement Affordable Housing Planner

**This Agreement** is made this \_\_\_\_ day of \_\_\_\_\_, 2019 by and between the **City of Asbury Park**, a municipal corporation in the County of Monmouth, State of New Jersey, hereinafter referred to as the "City Council", and **Clarke Caton Hintz, P.C.**, a professional corporation with offices in Trenton, Mercer County, New Jersey, which is hereafter referred to as the "Affordable Housing Planner".

100 Barrack Street  
Trenton NJ 08608  
clarkecatonhintz.com

Tel: 609 883 8383

Fax: 609 883 4044

**Witnesseth**

**Whereas**, the City Council requires the services of a professional planner licensed in the State of New Jersey to provide services hereinafter described; and

**Whereas**, by entering into this Agreement the City Council signifies that the services to be performed by the Affordable Housing Planner shall be considered those of a "Professional Service" in accordance with N.J.S.A. 40:A:11 *et seq.*;

**Now Therefore**, the City Council and Affordable Housing Planner, in consideration of their mutual covenants herein, agree in respect to the performance of the professional services by the Affordable Housing Planner and the payment for those services by the City of Asbury Park as set forth herein.

Philip Caton, FAICP  
John Hatch, FAIA  
George Hibbs, AIA  
Brian Slauch, AICP  
Michael Sullivan, AICP

**Scope of Services**

- I. The City Council desires to engage the professional services of the Affordable Housing Planner for the following purposes:
  - A. The provision of professional planning services to assist the City in addressing its affordable housing obligation which may include, but not be limited to:

*Emeriti*

John Clarke, FAIA  
Carl Hintz, AICP, ASLA

Clarke Caton Hintz

1. Analysis of existing and future housing growth and employment growth.
  2. Analysis of lands and existing structures most appropriate for new construction of, or conversion to, affordable housing.
  3. Analysis of zoning capacity to accommodate growth, including environmentally constrained lands, lands restricted from development, and durational factors.
  4. Prepare an affordable housing plan to the degree required by law or rule including implementing resolutions and the spending plan, should such a plan be necessary within the period of the contract.
  5. Attend public meetings and/or work sessions with City staff, affordable housing subcommittee (if applicable), Planning Board and the City governing body as necessary.
  6. Interact on behalf of the City with the NJ Judiciary with regard to the Housing Element, Fair Share Plan and other necessary and required documents.
  7. Represent the City in any mediation or suit as an expert planning witness to effectuate the Township's affordable housing obligation.
  8. The preparation of Master Plan amendments or elements to implement the affordable housing plan.
- B. Other matters that lie within the professional expertise of the Affordable Housing Planner as directed by the City Manager and/or City Council, as the case may be.

Clarke Caton Hintz

**Compensation, Timing**

2. The Affordable Housing Planner has agreed to perform the services outlined in the Scope of Services on a time and materials basis as determined by the Fee Schedule, appended hereto. Direct reimbursables, including but not limited to, travel portal-to-portal, reproduction, materials, and photography shall be billed at the same cost as to the firm.
3. From time to time the City Manager may request a fixed fee proposal for particular reports or projects from the Affordable Housing Planner beyond enumerated work product as stated herein. Such work shall be undertaken based upon a specified scope of services, compensation, and time of completion.
4. The Affordable Housing Planner hereby agrees to extend the scope of services and the rates of compensation thereof to any other municipal agency by mutual agreement or adopted resolution of these parties.
5. The Affordable Housing Planner shall submit 12 billing statements per year to the City of Asbury Park for such work as performed in the previous four to six weeks in accordance with the terms of this contract.

**Parties' Responsibilities**

6. Michael Capabianco, City Manager is hereby authorized as the designee of the City Council to direct work to be performed under this agreement. The City Manager may delegate such authority. Michael Sullivan, ASLA, AICP, shall be the designated representative of the Affordable Housing Planner to the City Manager or such other qualified person as may be determined by the Affordable Housing Planner with the consent of the City Manager.
7. The Affordable Housing Planner agrees that professional services rendered pursuant to this agreement will be performed in accordance with generally and currently accepted standards of professional conduct and practice.

Clarke Caton Hintz

8. This Agreement is entered into in accordance with and subject to compliance with the “Local Public Contract Law” of New Jersey, and the specific provisions of *N.J.S.A. 40A:11-5(a)* thereof pertaining to professional services. Affordable Housing Planner agrees to comply with all laws and regulations applicable to the services to be performed under this Agreement including the “Truth in Contracting” Act, P.L. 1999, c.440.
9. Equal Employment Opportunity. Affordable Housing Planner shall comply with New Jersey Affirmative Action requirements, P.L. 1975, c.127 (*N.J.A.C. 17:27*) as more fully described in Exhibit A, attached hereto.
10. New Jersey Business Registration. Affordable Housing Planner represents that it will follow the terms and conditions of *N.J.S.A. 52:32-44*, the New Jersey Business Registration Act, as more particularly described in Exhibit B, attached hereto.

#### Administration

11. All notices, correspondence, and copies of work product for the City Council shall be addressed to Michael Capabianco, City Manager, City of Asbury Park, One Municipal Plaza, Asbury Park, NJ 07712. All payments, vouchers, notices, and correspondence on same for the Affordable Housing Planner shall be addressed to J. Michael Gallagher, Accounting Manager, Clarke Caton Hintz, 100 Barrack Street, Trenton, New Jersey 08608-2008. All notices or correspondence concerning the work product shall be addressed to Michael Sullivan, ASLA, AICP, at the address noted herein.
12. This agreement shall be interpreted in accordance with the laws of the State of New Jersey.
13. This agreement shall be in effect from the date first noted above for the calendar year in which first executed and until the following year’s reorganization meeting. Said contract may be extended by mutual agreement of the parties except that the Affordable Housing Planner shall have the right to establish a new fee schedule once annually at the beginning of the contract year or contract extension. Any extension shall be for a minimum of one year. Upon termination of

Clarke Caton Hintz

services of Affordable Housing Planner to the municipality, Affordable Housing Planner shall surrender all maps, charts, documents, work sheets and records in connection with any work for which compensation has been paid by the City of Asbury Park, or true and accurate copies of same, together with all municipal property and a status report within 60 days of termination. All partially completed work and services shall be compensated by the City of Asbury Park on the basis of the actual time and material expenses incurred by the Affordable Housing Planner.

#### **General Requirements**

14. **Exclusive Right.** The Affordable Housing Planner shall have the exclusive right to perform the scope of work for the City Council and Planning Board, as described in Paragraph 1, during the term of the contract and shall have the obligation to provide the professional services as described.
15. **Entire Agreement/Modification.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein and supersedes all prior negotiations, agreements, understandings and arrangements, both oral and written. This Agreement may not be modified in any way, except by a written instrument executed by each.
16. **Benefits; Binding Effect.** This Agreement shall be for the benefit of, and shall be binding upon, the City of Asbury Park and Affordable Housing Planner, their respective heirs, personal representatives, legal representatives, successors and assigns.
17. **Severability.** The invalidity of any one or more of the words, phrases, sentences, clauses or sections contained in this Agreement shall not affect the enforceability of the remaining portions of this Agreement or any part of it, all of which are inserted conditionally on their being valid in law. Except as is otherwise provided above, in the event that any one or more of the words, phrases, sentences, clauses or sections contained in this Agreement shall be declared invalid by a court of competent jurisdiction, then, in any such event, this Agreement shall be construed as if such invalid word or words, phrase or phrases, sentence or sentences, clause or clauses, or section or sections had not been inserted.



## Clarke Caton Hintz

18. Waivers. The waiver by either party of a breach or violation of any term or provision of this Agreement by the other party shall not operate, nor be construed as a waiver of any subsequent breach or violation of any provision of this Agreement, nor of any other right or remedy.
19. Section Headings. The section headings contained in this agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of any, or all of the provisions of this Agreement.
20. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which when taken together shall constitute but one and the same instrument.



Clarke Caton Hintz

**In Witness Whereof**, the parties hereto made and executed this Agreement the day and year first above written.

City Council of the  
City of Asbury Park

Attest:

\_\_\_\_\_  
Hon. John Moor, Mayor

\_\_\_\_\_  
Cindy Dye, RMC

Clarke Caton Hintz, P.C.

Attest:

\_\_\_\_\_  
Michael F. Sullivan, Principal

\_\_\_\_\_  
Brian M. Slaugh, Principal

Attachment: Clarke Caton Hintz Proposal (2019-235 : Affordable Housing Consultant Appointment 2019)

Clarke Caton Hintz

**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
***N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27***  
**GOODS, PROFESSIONAL SERVICES 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, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, 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, gender identity or expression, disability, nationality or sex. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of 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, gender identity or expression, disability, nationality 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.

**Clarke Caton Hintz**

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, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal 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, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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



Clarke Caton Hintz

Letter of Federal Affirmative Action Plan Approval  
Certificate of Employee Information Report  
Employee Information Report Form AA302

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division 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.

SAMPLE

Attachment: Clarke Caton Hintz Proposal (2019-235 : Affordable Housing Consultant Appointment 2019)

Clarke Caton Hintz

**EXHIBIT B**  
**NEW JERSEY BUSINESS REGISTRATION ACT**  
**Goods and Services Contracts**

*N.J.S.A. 52:32-44* imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract: 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, 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 this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

Attachment: Clarke Caton Hintz Proposal (2019-235 : Affordable Housing Consultant Appointment 2019)

Certification 30171

**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-FEB-2013 to 15-FEB-2020

**CLARKE CATON HINTZ  
100 BARRACK STREET  
TRENTON**

NJ 08608



A handwritten signature in black ink, appearing to read "A. Sidamon-Eristoff", is written over the seal of the State Treasurer.

Andrew P. Sidamon-Eristoff  
State Treasurer

Attachment: Clarke Caton Hintz Proposal (2019-235 : Affordable Housing Consultant Appointment 2019)

01/05/10

Taxpayer Identification# **222-779-153/000**

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:

**CLARKE CATON HINTZ, A PROFESSIONAL CORPO**

TRADE NAME:

ADDRESS:

**100 BARRACK STREET 3RD FL  
TRENTON NJ 08608**

SEQUENCE NUMBER:

**0105471**

EFFECTIVE DATE:

**10/18/01**

ISSUANCE DATE:

**01/05/10**
  
Director  
New Jersey Division of Revenue

FORM-BRC

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

(04-08) D205840V

Attachment: Clarke Caton Hintz Proposal (2019-235 : Affordable Housing Consultant Appointment 2019)

## CITY OF ASBURY PARK

## CLARKE CATON HINTZ

## 2019 PROFESSIONAL PLANNING FEE SCHEDULE

## Clarke Caton Hintz

Architecture

Planning

Landscape Architecture

PLANNERS & LANDSCAPE ARCHITECTSHOURLY RATEStandardExpert

|                                       |       |       |
|---------------------------------------|-------|-------|
| Philip Caton, PP, FAICP               | \$150 | \$210 |
| Brian Slauch, PP, AICP                | \$150 | \$210 |
| Michael Sullivan, PP, AICP, LLA, ASLA | \$150 | \$210 |
| Mary Beth Lonergan, PP, AICP          | \$145 | \$185 |
| Kendra Lelie, PP, AICP, LLA, ASLA     | \$140 | \$180 |
| Andrea Malcolm, PP, AICP              | \$110 | \$135 |
| Donna Miller, PP, AICP                | \$110 | \$135 |
| Emily Goldman, PP, AICP               | \$110 | \$135 |
| Geoffrey Vaughn, ASLA                 | \$110 | \$135 |
| Christian Kuhn, LLA, ASLA             | \$110 | \$135 |
| Melissa McMullen                      | \$100 | \$125 |
| Austin Maitland                       | \$100 | \$125 |

NOTE: Standard rates shall be applicable for all services to public sector clients except for those related to litigation/contested matters in which case Expert rates shall apply. Time for off-premise work is billable on a portal-to-portal basis. Reimbursable expenses, including travel, copying, computer plotting and other reproducible items, postal charges, photography, subcontracted work and other expenses directly related to a specific project or application are billed at the firm's direct cost without mark-up for administration.

W:\5000's\Asbury Park\Administration\Contracts\2019\Asbury Park Public Rates 2018-19.docx

Philip Caton, FAICP

John Hatch, FAIA

George Hibbs, AIA

Brian Slauch, AICP

Michael Sullivan, AICP

*Emeriti*

John Clarke, FAIA

Carl Hintz, AICP, ASLA



# Clarke Caton Hintz

Architecture : Planning : Landscape Architecture



Proposal for:

## Affordable Housing Planner

Submitted to:

## City of Asbury Park

June 11, 2019

100 Barrack Street  
Trenton, NJ 08608  
Tel: 609 883 8383  
Fax: 609 883 4044

[www.clarkecatonhintz.com](http://www.clarkecatonhintz.com)

Attachment: Kyle McManus Associates Proposal (2019-235 : Affordable Housing Consultant Appointment 2019)

**Clarke Caton Hintz**

Architecture  
Planning  
Landscape Architecture

Tracy Lizardi  
Director of Purchasing  
City of Asbury Park  
One Municipal Plaza  
Asbury Park, NJ 07712

June 11, 2019

**Re: RFQ Professional Services – Affordable Housing Planning Consultant**

Dear Ms. Lizardi,

Clarke Caton Hintz (“CCH”) is pleased to provide our proposal for Affordable Housing Professional Planner services for the City of Asbury Park. With the adoption of the Housing Plan Element of the Master Plan earlier this year, Asbury Park is prepared to finalize a settlement with Fair Share Housing Center and the Court. CCH is able to facilitate the implementation of the settlement in a manner that is consistent with the overall land use and design policies of the City.

Just to review our recent and continuing work with the City, we completed Asbury Park’s Master Plan Reexamination Report/ Master Plan Update in 2017. We are, currently, getting underway with the City to draft ordinances to implement the Master Plan. Furthermore, we have been serving as the Planning Board and Zoning Board of Adjustment Planner for several years. Our experience in each of these roles informs all of our work with the City, including the implementation of affordable housing policies.

Our combined disciplines of affordable housing planning, planning, architecture (including historic preservation architecture) and landscape architecture form the basis for a holistic approach unlike any other firm in New Jersey. Some noteworthy points regarding our experience include:

- We provide planning services to over 50 New Jersey municipalities;
- Clarke Caton Hintz is the leading New Jersey firm in affordable housing planning services, assisting over 55 municipalities, in addition to serving as appointed special court masters in over 100 matters;
- Collectively we have authored in excess of 100 Master Plans and master plan amendments;
- Our planners range in experience from 13 to over 30 years. The firm itself has been in existence for over 40 years.

Philip Caton, FAICP  
John Hatch, FAIA  
George Hibbs, AIA  
Brian Slauch, AICP  
Michael Sullivan, AICP

*Emeriti*

John Clarke, FAIA  
Carl Hintz, AICP, ASLA

**Clarke Caton Hintz**

Clarke Caton Hintz has significant expertise, not just in affordable housing, but also in an array of additional planning and design services. We are an interdisciplinary team of planners, landscape architects, architects, historic preservationists and graphic designers. The firm has 7 licensed planners and 4 landscape architects among a staff of 35. We bring a strong design sense to planning and a comprehensive contextual approach to architecture. WHY DOES THAT MATTER FOR AFFORDABLE HOUSING WORK? Such depth provides us with the ability to solve affordable housing problems in a much more holistic manner: we go beyond the “numbers” to truly understand and articulate housing solutions that are appropriate to an individual site, neighborhood and municipality, in terms of design.

To undertake this work, I would serve as the principal-in-charge. Kendra Lelie, AICP, PP, LLA, Senior Associate, would be the project manager for affordable housing work. She represents numerous municipalities, in addition to serving as a master in superior court on several affordable housing matters. As a landscape architect, she is also fluent in the language of cities and their form.

Attached are resumes of key personnel, our standard hourly rates and other pertinent documentation as requested by the City. We would be pleased to meet with City representatives to discuss our approach and to answer any questions you may have.

Thank you for your consideration.

Sincerely,

Clarke Caton Hintz, PC, New Jersey



Michael F. Sullivan, ASLA, AICP  
Principal

**Clarke Caton Hintz**

Architecture

Planning

Landscape Architecture

**FIRM OVERVIEW****General Firm Information**

Clarke Caton Hintz is an award-winning firm committed to solving complex planning and design problems with a broad, multi-disciplinary approach. Imagination, creativity and insight into the built and the natural environments allow us to successfully achieve project objectives. We view architecture, planning and landscape architecture as most influential in shaping the places within which we live. We consider our three main disciplines to be fundamentally interdependent and believe that the outcomes of our work are enhanced through a close interaction of our planning and design expertise. Through this collaborative approach we create enduring architecture, livable places, and sustainable environments.

Based in Trenton, Clarke Caton Hintz has 40 years of experience in providing urban planning, historic preservation, affordable housing and various design services to cities, towns, local redevelopment authorities, the State of New Jersey, colleges and private developers. Our planning practice has assisted in the implementation of public land use policies at various scales-including individual sites, blocks, neighborhoods, districts and entire municipalities. Clarke Caton Hintz has demonstrated a particular emphasis on work within New Jersey's various centers – whether city, town or village. It is within these places where complex constellations of influences come together to shape land use and the built form. Our multi-disciplinary practice has a track record of addressing the opportunities and constraints facing cities to produce successful plans and designs.

**Affordable Housing: Planning and Design**

Clarke Caton Hintz (“CCH”) is recognized as a leader in affordable housing planning and design. Three of the planners have been appointed by the New Jersey Superior Court to serve as Masters in Mount Laurel litigation and several have testified extensively in Superior Court and before the New Jersey Council on Affordable Housing (“COAH”) as experts on housing and planning issues.

The firm has been involved in the preparation and revision of affordable housing plans of more than 55 New Jersey municipalities. Our approach is to assist towns in meeting their affordable housing obligation with creative solutions that avoid over-development. In fact, recently the firm has been involved in at least half (75) of the total (150) executed settlements with Fair Share Housing Center (“FSHC”) in our role as affordable housing planner or master. CCH has extensive experience in the preparation of Housing Elements and Fair Share Plans for municipalities that have little or no vacant land to



### Clarke Caton Hintz

provide for new affordable housing projects. This experience requires the crafting and review of vacant land adjustments to ensure they are completed in accordance with COAH regulations but also respond to the Court Master's analysis.

Clarke Caton Hintz is distinguished from other New Jersey firms in that we are not only involved in planning and policy development but also in designing and building affordable housing. The firm has designed affordable housing for many municipal clients, including Absecon, Princeton, Warren, Bernardsville, Metuchen, Roxbury, Newark, North Plainfield, Branchburg and Trenton. Our design philosophy is to work with municipalities to create housing that is distinctive, yet fits within the architectural context of the neighborhood. The design must be economical and durable as well as attractive.

### Knowledge of Asbury Park

We have significant experience and expertise in Asbury Park that has led to a deep understanding of the City's regulations, policies, and internal and external influences. We have completed a Master Plan Reexamination Report /Master Plan, as well as your Housing Plan Element, and we currently serve as the Planner to the Planning Board and Zoning Board of Adjustment. At this time, we are beginning the ordinance work to implement the 2017 Master Plan Reexamination Report / Master Plan. CCH is ready to work with the City to ensure that the new ordinances reflect affordable housing policies, and vice versa, where appropriate

## Clarke Caton Hintz

Architecture

Planning

Landscape Architecture

## KEY PERSONNEL

The professional affordable housing planning services which Asbury Park needs requires a consultant with expertise in a variety of disciplines: affordable housing, planning, community design, architecture, historic preservation, landscape architecture and environmental design and green building/LEED. Fortunately, the principals and senior staff at CCH are uniquely suited to address these needs. Below is a description of the proposed staffing for the affordable housing planning position. While Michael Sullivan will be the principal-in-charge, Kendra Lelie will serve as the project manager. Additionally, Mary Beth Lonergan will serve as a resource professional on affordable housing matters. Detailed resumes of the affordable housing planning staff including Michael Sullivan, Kendra Lelie and Mary Beth Lonergan follow.



**Michael Sullivan, ASLA, AICP** will serve as the Principal-in-Charge. He leads many of the firm's urban design, planning and landscape architectural projects. His practice is founded upon a commitment to environmental planning and design, the principles of smart growth and the creation of livable places. Mr. Sullivan provides expert guidance on planning and design strategies within a spectrum of contexts, from the redevelopment of centers to the preservation of rural landscapes. Thoughtful

attention to those elements of our environment that influence the spatial, visual and functional character of places is woven throughout his work. Integration of this fundamental mission is evident in the planning and implementation of neighborhood and community design, adaptation and resiliency, landscape architecture, green infrastructure, land use policies and development regulations. Michael's work has been recognized by the American Planning Association, the American Society of Landscape Architects and other organizations.

**Kendra Lelie, PP, AICP, LLA**, has extensive experience in providing affordable housing planning services to coastal towns including West Cape May, Wildwood Crest, Avalon, Stone Harbor and Cape May Point. She also provides affordable housing planning services for Union Township (Union County) and Readington Township. Ms. Lelie provides expert testimony and reports in the defense of municipalities when litigation arises over land use or affordable housing matters. Kendra is a highly



**Clarke Caton Hintz**

Architecture

Planning

Landscape Architecture

accomplished design and planning professional with almost 20 years of experience directing planning and design projects from concept to completion. Her successful track record includes the preparation of master plans, zoning ordinances and redevelopment plans, with a specific expertise on livable places, smart growth, affordable housing and recreational planning/design. She has served as the consulting planner for planning boards and zoning boards of adjustment throughout the State of New Jersey, where she provides advice and testimony in the consideration of development applications.



**Mary Beth Lonergan, PP, AICP**, is an Associate Partner at Clarke Caton Hintz and is a licensed Professional Planner in the State of New Jersey with 30 years of experience in municipal planning and over 20 years of experience administering the requirements of the NJ Council on Affordable Housing (COAH) and now the Superior Courts. Ms. Lonergan's affordable housing experience includes working for COAH for eight years in three positions, rising to the level of Chief of Housing Services. While at COAH, Ms. Lonergan's duties included the

supervision of seven staff planners, researching affordable housing policy issues, preparing rule proposals and providing information and assistance to municipal officials and the public concerning COAH's rules and administrative procedures.



## MICHAEL F. SULLIVAN, ASLA, AICP

Principal

Michael Sullivan leads many of the firm's urban design, planning and landscape architectural projects. His practice is founded upon a commitment to excellence in environmental planning and design, advocacy of the principles of smart growth and the creation of livable places. Mr. Sullivan assists clients in the formulation of planning and design strategies within a spectrum of contexts, including the redevelopment of centers and the preservation of rural landscapes. His careful attention to those elements that influence the spatial, visual and functional character of places ensures the successful fulfillment of our clients' goals. Mr. Sullivan employs an array of design and planning tools, including the preparation of master plans, design standards, site plans, landscape architectural design, expert testimony and development regulations. His work has been recognized by the American Planning Association, the American Society of Landscape Architects and other organizations.

### EDUCATION

**Pennsylvania State University**  
*Bachelor of Science in Landscape Architecture*

### PROFESSIONAL LICENSES

**Landscape Architect**  
*State of New Jersey; Commonwealth of Pennsylvania*

**Professional Planner**  
*State of New Jersey*

**Member**  
*American Institute of Certified Planners*

### PROFESSIONAL ACTIVITIES

**American Society of Landscape Architects**  
*Member*

**American Planning Association**  
*Member*



### PROFESSIONAL EXPERIENCE

#### Asbury Park Waterfront Redevelopment Plan (1)

Asbury Park, NJ

#### The Peninsula at Bayonne Harbor (2)

Bayonne, NJ

#### Downtown Camden Strategic Development Plan

Camden, NJ

#### Yankee Stadium Macombs Dam Park

Bronx, NY

#### Oceanport's Vision for Fort Monmouth

Oceanport, NJ (3)

#### Hoboken South Redevelopment Plan

Hoboken, NJ

#### Chesterfield Planned Village Design

Chesterfield Township, NJ

#### Washington Borough Downtown Revitalization Plan (4)

Washington Borough, NJ

#### Secaucus Junction Area Vision Plan

Secaucus, NJ

#### Minish Waterfront Park

Newark, NJ

#### Independence Park Renovation

Newark, NJ

#### Turtle Back Zoo - Sea Lion & Touch Tank Exhibit

West Orange, NJ

#### Turtle Back Zoo Master Plan

West Orange, NJ

#### Turtle Back Zoo Entry Plaza

West Orange, NJ

#### Newark Waterfront Master Plan

Newark, NJ

#### Agricultural Residential Zone Photo Tour

Readington Twp, NJ

#### Mercer County Community College Master Plan

West Windsor & Trenton, NJ

#### Brookdale Community College Collins Arena and Campus Fitness Ctr

Lincroft, NJ

#### Brookdale Community College AutoTechnology Facility

Lincroft, NJ

#### Princeton University, Alexander Street

Princeton, NJ

#### Historic Morven

Princeton, NJ

#### 200 Elm Drive, Princeton Univ.

Princeton, NJ



## KENDRA LELIE, PP, AICP, LLA

Senior Associate

Kendra Lelie is a highly accomplished design and planning professional with over 20 years of experience directing planning and design projects from concept to completion. Her successful track record includes the preparation of master plans, zoning ordinances and redevelopment plans, with a specific expertise on livable places, smart growth, affordable housing and recreational planning/design. Ms. Lelie provides expert testimony and reports in the defense of municipalities when litigation arises over land use or affordable housing matters. She has served as the consulting planner for planning boards and zoning boards of adjustment throughout the State of New Jersey, where she provides advice and testimony in the consideration of development applications. While serving as the municipal planner for Solebury Township (PA) Ms. Lelie lead the establishment of a rating system for open space and farmland preservation acquisitions.

### EDUCATION

**Rutgers University**  
*Masters of City and Regional Planning*

**Rutgers University**  
*Bachelor of Science, Environmental Planning and Design*

### PROFESSIONAL LICENSES

**Professional Planner**  
*State of New Jersey*

**Landscape Architect**  
*State of New Jersey*

### PROFESSIONAL ACTIVITIES

**American Planning Association**  
*Member*

**American Society of Landscape Architects**  
*Member*



### PROFESSIONAL EXPERIENCE

#### Municipal Master Plan Documents

Atlantic Highlands, NJ  
City of Cape May, NJ  
Oceanport Borough, NJ  
Rockleigh Borough, NJ  
Southampton Township, NJ  
Wildwood Crest Borough, NJ

#### Special Master, NJ Superior Court

Alexandria Township, NJ  
Bedminster Township, NJ  
City of Summit, NJ  
Cranford Township, NJ  
Garwood Borough, NJ  
Milford Borough, NJ  
New Providence Borough, NJ  
Raritan Township, NJ  
Raritan Borough, NJ  
Roselle Park, NJ  
Scotch Plains Township, NJ  
Town of Westfield, NJ

#### Non-Profit Work

NJ Future Green Infrastructure Mainstreaming

#### Redevelopment Planning

Borough of Flemington, NJ  
City of Lambertville, NJ  
Deptford Township, NJ  
Oceanport Borough, NJ  
Readington Township, NJ  
Union Township, NJ

#### Resiliency Planning

Hamilton Township, NJ (Atlantic) - Strategic Recovery Planning Report  
City of Hoboken, NJ - Hazard Mitigation Plan  
Oceanport, NJ - Master Plan  
Oceanport, NJ - Monmouth Park Redevelopment Plan  
Oceanport, NJ - E. Main Street Resiliency Study

#### Housing Element and Fair Share Plans

Avalon Bay, NJ  
Borough of Point Pleasant Beach, NJ  
Borough of Seaside Park, NJ  
Branchburg Township, NJ  
Cape May Point Borough, NJ  
Dennis Township, NJ  
Florence Township, NJ  
Little Ferry Borough, NJ  
Oceanport Borough, NJ  
Oldmans Township, NJ  
Readington Township, NJ  
Rockleigh Borough, NJ  
Rumson Borough, NJ  
Stone Harbor Borough, NJ  
Southampton Township, NJ  
Union Township, NJ  
Wall Township, NJ  
West Cape May Borough, NJ  
Wildwood Crest Borough, NJ

#### Park and Recreation Area Planning

Union Township, NJ  
City of Lambertville, NJ

#### Zoning Ordinances

Atlantic Highlands, NJ  
Cape May City, NJ  
Lumberton Township, NJ  
Southampton Township, NJ  
Oceanport Borough, NJ  
Readington Township, NJ  
Branchburg Township, NJ

#### Development Review

Branchburg Township, NJ  
Chatham Borough, NJ  
Readington Township, NJ



## EDUCATION

**University of Pennsylvania**  
*Bachelor of Arts in Urban Studies*

## PROFESSIONAL LICENSES

**Professional Planner**  
*State of New Jersey*

**Member**  
*American Institute of Certified Planners*

## PROFESSIONAL ACTIVITIES

**American Planning Association**  
*Member*

**Affordable Housing Professionals of  
New Jersey**  
*Board Member*



## MARY BETH LONERGAN, PP, AICP

Associate Partner

Ms. Lonergan is a professional planner with almost 30 years experience in land use planning in both the public and private sectors. Ms. Lonergan has an expertise in affordable housing planning having been named Special Court Master in 30 Mt. Laurel litigation matters before the New Jersey Superior Court and having prepared and implemented affordable housing plans for over 25 municipal clients. Prior to joining the firm, Ms. Lonergan worked for the NJ Council on Affordable Housing (COAH) for eight years as Chief of Housing Services. While at COAH, Ms. Lonergan researched affordable housing policy issues, including the impact of proposed state legislation and court cases; prepared rule proposals and policy papers; provided professional advice to municipalities and served as mediator. Ms. Lonergan's other municipal planning experience includes the preparation of master plans, land use and zoning ordinances, and site plan, subdivision, and "d" variance application reviews. Ms. Lonergan has regularly attended planning and zoning board public meetings as a municipal planning consultant. Ms. Lonergan's private sector experience includes expert planning testimony and development feasibility analyses and fiscal impact statements.

## PROFESSIONAL EXPERIENCE

### Special Master, NJ Superior Court

Alpine Borough, NJ  
Bordentown Township, NJ  
Emerson Borough, NJ  
Englewood Cliffs Borough, NJ  
Glen Rock Borough, NJ  
Gloucester City, NJ  
Hackensack City, NJ  
Hammonton Town, NJ  
Maple Shade Township, NJ  
Maywood Borough, NJ  
Monroe Township (Gloucester County), NJ  
Mt. Holly Township, NJ  
New Hanover Township, NJ  
North Hanover Township, NJ  
Palmyra Borough, NJ  
Pemberton Borough, NJ  
Pemberton Township, NJ  
Ridgefield Park Village, NJ  
Riverside Township, NJ  
Riverton Borough, NJ  
Rochelle Park Township, NJ  
Saddle Brook Township, NJ  
Somers Point City, NJ  
Teaneck Township, NJ  
Waldwick Borough, NJ  
Washington Twp. (Bergen), NJ  
West Cape May Borough, NJ  
Westampton Township, NJ  
Wildwood City, NJ  
Woodland Township, NJ

### Master Plans

Deptford Township, NJ (1)  
Mantua Township, NJ

### Land Use and Zoning Ordinances

Deptford Township, NJ  
Mantua Township, NJ  
Pitman Borough, NJ

### Housing Elements & Fair Share Plans

Allendale Borough, NJ  
Bordentown City, NJ  
Chesterfield Township, NJ (2)  
Clinton Township, NJ  
Cranbury Township, NJ  
Delanco Township, NJ  
Deptford Township, NJ  
Edgewater Park Township, NJ  
Florence Township, NJ  
Haddonfield Borough, NJ (3)  
Lawrence Township, NJ  
Ocean Township (Monmouth County), NJ  
Pennsville Township, NJ  
Perth Amboy City, NJ (4)  
Readington Township, NJ  
South Brunswick Township, NJ  
Union Township (Hunterdon County), NJ

### Development Feasibility Reports

Collegietown Shopping Center, Glassboro, NJ  
Wampanoag Mall, East Providence, RI  
University Park Shopping Ctr., Richland, PA

### Fiscal Impact Statements

Florence Station, Florence Township, NJ  
Birmingham Meadows, Pemberton Twp, NJ  
Sterling Hill, Ogdensburg Borough, NJ

**Clarke Caton Hintz**

Architecture

Planning

Landscape Architecture

**REFERENCES**

---

**Oceanport Borough****Jay Coffey, Mayor**

315 E. Main Street

Oceanport, NJ 07757

732-222-8221

**Readington Township****Ronald Monaco, Planning Board Chair**

(908) 534-2614

**Betty Ann Fort, Mayor**

(908) 439-3302

509 Route 523

Whitehouse Station, NJ 08889

**Union Township****Ronald Manzella, Township Administrator**

1976 Morris Avenue

Union, NJ 07083

908-851-8500

**Clarke Caton Hintz**

Architecture

Planning

Landscape Architecture

100 Barrack Street

Trenton NJ 08608

clarkecatonhintz.com

Tel: 609 883 8383

Fax: 609 883 4044

Philip Caton, FAICP

John Hatch, FAIA

George Hibbs, AIA

Brian Slaugh, AICP

Michael Sullivan, AICP

*Emeriti*

John Clarke, FAIA

Carl Hintz, AICP, ASLA

## CLARKE CATON HINTZ

### 2019 Municipal Planning Clients

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Absecon City (5-10 yrs.)

Allendale (10+ yrs.)

Asbury Park (0-5 yrs.)

Avalon (5-10 yrs.)

Bayonne (10+ yrs.)

Branchburg (5-10 yrs.)

Cape May Point (5-10 yrs.)

Chatham Borough (0-5 yrs.)

Chesterfield (10+ yrs.)

Cranbury (10+ yrs.)

Delanco (10+ yrs.)

Dennis Twp. (0-5 yrs.)

Deptford (10+ yrs.)

Edgewater Park (10+ yrs.)

Flemington (10+ yrs.)

Florence (10+ yrs.)

Gibbsboro (20+ yrs.)

Glassboro (0-5 yrs.)

Haddonfield (10+ yrs.)

Haddon Township (5-10 yrs.)

Hamilton (Mercer) (5-10 yrs.)

Harrison Township (5-10 yrs.)

Highland Park (5-10 yrs.)

Hightstown (0-5 yrs.)

Ho-Ho-Kus (5-10 yrs.)

Jersey City (0-5 yrs.)

Lambertville (0-5 yrs.)

Lawrence (Mercer) (20+ yrs.)

Little Ferry (5-10 yrs.)

Madison (0-5 yrs.)

Mannington (10+ yrs.)

Montgomery (0-5 yrs.)

Moorestown (20+ yrs.)

Ocean Twp. (Monmouth) (5-10 yrs.)

Oceanport (5-10 yrs.)

Oldmans (0-5 yrs.)

Pennsville (10+ yrs.)

Pittsgrove (10+ yrs.)

Point Pleasant Beach (0-5 yrs.)

Readington (20+ yrs.)

Rumson (0-5 yrs.)

Seaside Park (0-5 yrs.)

Secaucus (10+ yrs.)

South Brunswick (10+ yrs.)

City of Trenton (0-5 yrs.)

Upper Deerfield (5-10 yrs.)

Union (Hunterdon) (10+ yrs.)

Union (Union Cty) (0-5 yrs.)

Vineland (0-5 yrs.)

Wall Township (5-10 yrs.)

Wenonah (10+ yrs.)



Clarke Caton Hintz

Former Municipal Planning Clients

---

|                      |                       |                          |
|----------------------|-----------------------|--------------------------|
| Berkeley Heights     | Hamilton (Atlantic)   | Perth Amboy              |
| Berlin Borough       | Hampton Borough       | Pohatcong                |
| Bethlehem            | Hopewell (Cumberland) | Raritan                  |
| Beverly              | Hopewell (Mercer)     | Ridgewood                |
| Bordentown City      | Lambertville          | Robbinsville             |
| Bordentown Township  | Lebanon               | Roosevelt                |
| Cinnaminson          | Little Silver         | Springfield (Burlington) |
| Clinton Town         | Lower Alloways Creek  | Springfield (Union)      |
| Colts Neck           | Lumberton             | Tewksbury                |
| Delaware             | Mansfield (Warren)    | Voorhees                 |
| East Amwell          | Millville             | West Amwell              |
| East Windsor         | Montclair             | West Windsor             |
| Franklin (Hunterdon) | Mt. Olive             | Wildwood Crest           |
| Franklin Lakes       | Mountainside          | Willingboro              |
| Gloucester Twp.      | Ocean City            | Woodbury Heights         |
| Greenwich (Warren)   | Pemberton             | Woolwich Township        |



White Oak Lane Affordable Housing

# AFFORDABLE HOUSING

Clarke Caton Hintz is recognized as a leader in affordable housing planning. Our expertise in affordable housing matters is integrated within all planning and architectural projects.

We have been involved in affordable housing matters from the earliest days of the Mt. Laurel court decisions through the current assumption of affordable housing by the NJ Superior Courts. More than 55 New Jersey municipalities have relied on Clarke Caton Hintz to prepare affordable housing plans and for representation before COAH and the courts as experts on housing and planning issues. Our comprehensive approach assists towns in meeting their affordable housing obligation

with creative strategies that fit within overall land use policies, minimize municipal costs and avoid over-development.

Our comprehensive experience in affordable housing has lead to appointments by the New Jersey Superior Court, where we serve as Special Court Masters in affordable housing Mt. Laurel matters. In this capacity, we have served in over 100 municipalities across the state.

Because of our court expertise, we are often involved in discussions with State policy makers, which provides an unusual insight into the regulatory environment that is brought to bear on behalf of our clients.

## Representative Affordable Housing Clients

Absecon City  
Allendale Borough  
Avalon Borough  
Bayonne City  
Branchburg  
Cape May Point Borough  
Chesterfield Township  
Cranbury Township

Delanco Township  
Dennis Township  
Deptford Township  
Edgewater Park Township  
Flemington Borough  
Florence Township  
Gibbsboro Borough  
Haddon Township  
Haddonfield Borough  
Hamilton Twp., Mercer

Harrison Township  
Highland Park Borough  
Ho-Ho-Kus Borough  
Jersey City  
Lambertville  
Lawrence Twp., Mercer  
Little Ferry Borough  
Madison Borough  
Mannington Township  
Millville Borough

Montgomery Township  
Moorestown Township  
Ocean Twp., Monmouth  
Oceanport Borough  
Oldmans Township  
Pennsville Township  
Pittsgrove Township  
Point Pleasant Beach  
Readington Township  
Rumson Borough

Seaside Park  
Secaucus Town  
South Brunswick  
Union Twp., Union Cty.  
Vineland City  
Wall Township  
Wenonah Borough

## CITY OF ASBURY PARK

## CLARKE CATON HINTZ

## 2019 PROFESSIONAL PLANNING FEE SCHEDULE

## Clarke Caton Hintz

Architecture

Planning

Landscape Architecture

100 Barrack Street

Trenton NJ 08608

clarkecatonhintz.com

Tel: 609 883 8383

Fax: 609 883 4044

PLANNERS & LANDSCAPE ARCHITECTSHOURLY RATEStandardExpert

|                                       |       |       |
|---------------------------------------|-------|-------|
| Philip Caton, PP, FAICP               | \$150 | \$210 |
| Brian Slauch, PP, AICP                | \$150 | \$210 |
| Michael Sullivan, PP, AICP, LLA, ASLA | \$150 | \$210 |
| Mary Beth Lonergan, PP, AICP          | \$145 | \$185 |
| Kendra Lelie, PP, AICP, LLA, ASLA     | \$140 | \$180 |
| Andrea Malcolm, PP, AICP              | \$110 | \$135 |
| Donna Miller, PP, AICP                | \$110 | \$135 |
| Emily Goldman, PP, AICP               | \$110 | \$135 |
| Geoffrey Vaughn, ASLA                 | \$110 | \$135 |
| Christian Kuhn, LLA, ASLA             | \$110 | \$135 |
| Melissa McMullen                      | \$100 | \$125 |
| Austin Maitland                       | \$100 | \$125 |

NOTE: Standard rates shall be applicable for all services to public sector clients except for those related to litigation/contested matters in which case Expert rates shall apply. Time for off-premise work is billable on a portal-to-portal basis. Reimbursable expenses, including travel, copying, computer plotting and other reproducible items, postal charges, photography, subcontracted work and other expenses directly related to a specific project or application are billed at the firm's direct cost without mark-up for administration.

W:\5000's\Asbury Park\Administration\Contracts\2019\Asbury Park Public Rates 2018-19.docx

Philip Caton, FAICP

John Hatch, FAIA

George Hibbs, AIA

Brian Slauch, AICP

Michael Sullivan, AICP

*Emeriti*

John Clarke, FAIA

Carl Hintz, AICP, ASLA

**Clarke Caton Hintz**

Architecture

Planning

Landscape Architecture

**CITY OF ASBURY PARK****AFFIDAVIT OF GOOD STANDING****Title of Proposal:** Affordable Housing Consultant**Name of Contractor:** Clarke Caton Hintz, PC

100 Barrack Street  
Trenton NJ 08608  
clarkecatonhintz.com

Tel: 609 883 8383

Fax: 609 883 4044

This is to certify that neither individuals of the firm nor the firm itself have any ethics violations against them.

I hereby further certify that neither individuals of the firm nor the firm itself are suspended, debarred or otherwise prohibited from professional practice by any federal, state or local agency.

I hereby further certify the firm is not now nor has been involved in any bankruptcy proceedings in the last 10 years.

I hereby further certify that there are no judgments nor have been within the last three years in which the firm has been adjudicated liable for professional malpractice.

Signed: 

Michael F. Sullivan, ASLA, AICP, Principal

Philip Caton, FAICP

John Hatch, FAIA

George Hibbs, AIA

Brian Slauch, AICP

Michael Sullivan, AICP

**Name of Firm:** Clarke Caton Hintz, PC**Address of Firm:**

100 Barrack Street  
Trenton, NJ 08608

*Emeriti*

John Clarke, FAIA

Carl Hintz, AICP, ASLA

**Date:** June 10, 2019

01/05/10

Taxpayer Identification# 222-779-153/000

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:

CLARKE CATON HINTZ, A PROFESSIONAL CORPO

TRADE NAME:

ADDRESS:

100 BARRACK STREET 3RD FL  
TRENTON NJ 08608

EFFECTIVE DATE:

10/18/01

SEQUENCE NUMBER:

0105471

ISSUANCE DATE:

01/05/10

  
Director  
New Jersey Division of Revenue

FORM-BRC

(04-08) D205648V

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

Attachment: Kyle McManus Associates Proposal (2019-235 : Affordable Housing Consultant Appointment 2019)

## City of Asbury Park, New Jersey

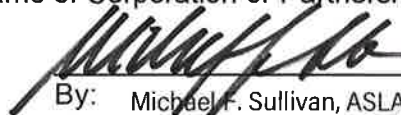
## Request for Qualifications

**STOCKHOLDER STATEMENT OF OWNERSHIP**

I certify that the list below contains the names and home addresses of all persons holding ten percent (10%) or more interest in the undersigned partnership or corporation, as well as the names and home addresses of all persons who own an interest in any entity which owns ten percent (10%) or more of said partnership or corporation.

  
 Witness and Corporate Seal

Clarke Caton Hintz, PC  
 Name of Corporation or Partnership

  
 By: Michael F. Sullivan, ASLA, AICP, Principal

**Shareholders or Partners:**

**Name:** John D. S. Hatch

**Address:** 165 Mercer Street, Trenton, NJ 08611

**Name:** George M. Hibbs

**Address:** 136 Hidden Valley Lane, Newtown, PA 18940

**Name:** Brian M. Slaugh

**Address:** 304 E. 2nd Street, Moorestown, NJ 08057

**Name:** Michael F. Sullivan

**Address:** 933 Gainsway Road, Yardley, PA 19067

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

Form 5

## City of Asbury Park, New Jersey

**Request for Qualifications  
STATE OF NEW JERSEY DEBARRED LIST AFFIDAVIT**

STATE OF NEW JERSEY)

SS:

COUNTY OF MONMOUTH)

I, Michael F. Sullivan, of the City of Trenton  
in the County of Mercer and the State of New Jersey, of full age, being  
duly sworn according to law on my oath depose and say that:

I am Michael F. Sullivan, an officer of the firm of Clarke Caton Hintz, PC,  
the consultant 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 consultant 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 consultant 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.

Clarke Caton Hintz, PC, 100 Barrack Street, Trenton, NJ 08608  
Name and Address of Consultant

Michael F. Sullivan, ASLA, AICP, Principal  
Name and Title of Affiant

Subscribed and sworn before me on  
this 10<sup>th</sup> day of June, 2019

Sharon L. Moore  
Notary Public of

My commission expires \_\_\_\_\_, 20\_\_\_\_.



City of Asbury Park, New Jersey

Form 6

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**

**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

The consultant, 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 consultant 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 consultant 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 consultant, 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 consultant will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the consultant 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 consultant 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 consultant 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 consultant which engages in direct or indirect discriminatory practices.

The consultant 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 consultant 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 consultant 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 consultant through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

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

Signed: \_\_\_\_\_

Print Name: Michael F. Sullivan, ASLA, AICP, Principal

Name & Address of Company:

Clarke Caton Hintz, PC

100 Barrack Street

Trenton, NJ 08608

Dated: June 10, 2019

REQUIRED EVIDENCE

Form 8

**AFFIRMATIVE ACTION REGULATIONS**  
**PUBLIC LAW 1975, c. 127 (N.J.A.C. 17:27)**

If awarded a contract, all procurement and service consultants 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 consultant shall present one of the following:

1. A letter from the U. S. Department of Labor that the consultant 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 consultants:

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 consultant 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 consultant must be rejected as non-responsible if the consultant 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 consultants having less than fifty (50) employees is no longer acceptable, a New Jersey Certificate of Approval or A.A. 302 is required.

CONSULTANT Clarke Caton Hintz, PC

BY:

  
Michael F. Sullivan, ASLA, AICP, Principal

Form 9

Certification 30171

**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-FEB-2013 to 15-FEB-2020

**CLARKE CATON HINTZ  
100 BARRACK STREET  
TRENTON**

NJ 08608



A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff  
State Treasurer

Attachment: Kyle McManus Associates Proposal (2019-235 : Affordable Housing Consultant Appointment 2019)

**AMERICANS WITH DISABILITIES ACT OF 1990  
Equal Opportunity for Individuals with Disability**

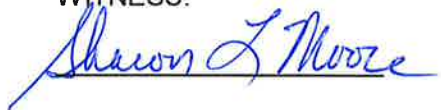
The consultant and the City of Asbury Park (hereinafter the "City") do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101, et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs 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 consultant 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 consultant shall defend the City in any action or administrative proceeding commenced pursuant to the Act. The consultant 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 consultant 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 consultant 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 consultant 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 consultant 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.

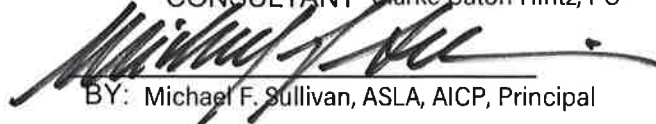
It is expressly agreed and understood that any approval by the City of the services provided by the consultant pursuant to this contract will not relieve the Consultant of the obligation to comply with the Act and to defend, indemnify, protect and save harmless the City pursuant to this paragraph.

It is further agreed and understood that the consultant 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 consultant 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 consultant from any liability, nor preclude the Consultant from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

WITNESS:



CONSULTANT Clarke Caton Hintz, PC



BY: Michael F. Sullivan, ASLA, AICP, Principal

DATED: June 10, 2019

**Form 10**

## City of Asbury Park, New Jersey

## Request for Qualifications

**COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY)

SS:

COUNTY OF MONMOUTH)

I, Michael F. Sullivan, of the Municipality of Trenton, 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 Clarke Caton Hintz, PC, the consultant submitting the proposal for COAH services for the City of Asbury Park, and I have executed the proposal with full authority to do so. Further, the consultant 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 City of Asbury Park shall rely upon the truth of the statements contained in the affidavit and in said proposal in awarding the contract for said project.

Clarke Caton Hintz, PC

Name of Consultant

Michael F. Sullivan, ASLA, AICP

Authorized Representative (Print)

Principal

Title of Authorized Representative

Date June 10, 2019

Signature of Authorized Representative

Subscribed and sworn before me on this 10<sup>th</sup> day of June, 2019.

Sharon L Moore

Notary Public of

My commission expires \_\_\_\_\_, 20\_\_\_\_.



STATE OF NEW JERSEY – DIVISION OF PURCHASE AND PROPERTY  
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Solicitation Number: \_\_\_\_\_

Bidder/Offoror: Clarke Caton Hintz, PC

**PART 1: CERTIFICATION**

**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX**

**FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE**

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

**PLEASE CHECK THE APPROPRIATE BOX:**

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

**OR**

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

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN –**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the box below.

**PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION.**

|                                                  |                                  |
|--------------------------------------------------|----------------------------------|
| Name: _____ Relationship to Bidder/Offoror _____ |                                  |
| Description of Activities _____<br>_____         |                                  |
| Duration of Engagement _____                     | Anticipated Cessation Date _____ |
| Bidder/Offoror Contact Name _____                | Contact Phone Number _____       |

**Certification:** I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto 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 State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Michael F. Sullivan, ASLA, AICP

Signature: 

Title: Principal

Date: June 10, 2018

Name of Company: Clarke Caton Hintz, PC

City/State/Zip: Trenton, NJ 08608

**To be completed, signed below & returned with proposal.**

Attachment: Kyle McManus Associates Proposal (2019-235 : Affordable Housing Consultant Appointment 2019)



CLARCAT-01

3.H.4.b

DATE (MM/DD/YYYY)

10/22/2018

## CERTIFICATE OF LIABILITY INSURANCE

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

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

|                                                                                        |                                                                                                                                                                              |               |
|----------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| <b>PRODUCER</b><br>Borden Perlman<br>250 Phillips Blvd<br>Suite 280<br>Ewing, NJ 08618 | <b>CONTACT NAME:</b> JoAnn Arey<br><b>PHONE (A/C, No, Ext):</b> (609) 512-2914 112<br><b>FAX (A/C, No):</b> (609) 895-1468<br><b>E-MAIL ADDRESS:</b> jarey@bordenperlman.com |               |
|                                                                                        | <b>INSURER(S) AFFORDING COVERAGE</b>                                                                                                                                         | <b>NAIC #</b> |
|                                                                                        | <b>INSURER A :</b> National Fire Insurance of Hartford                                                                                                                       | 20478         |
|                                                                                        | <b>INSURER B :</b> Continental Casualty Company                                                                                                                              | 20443         |
|                                                                                        | <b>INSURER C :</b> Valley Forge Insurance Company                                                                                                                            | 20508         |
|                                                                                        | <b>INSURER D :</b> Travelers Casualty and Surety Co America                                                                                                                  | 31194         |
|                                                                                        | <b>INSURER E :</b>                                                                                                                                                           |               |
|                                                                                        | <b>INSURER F :</b>                                                                                                                                                           |               |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                  | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                              |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: |           |          | 4017846653    | 11/09/2018              | 11/09/2019              | EACH OCCURRENCE \$ 1,000,<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,<br>MED EXP (Any one person) \$ 10,<br>PERSONAL & ADV INJURY \$ 1,000,<br>GENERAL AGGREGATE \$ 2,000,<br>PRODUCTS - COMP/OP AGG \$ 2,000,<br>POLLUTION LIAB \$ 1,000, |
| A        | <input type="checkbox"/> AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                                      |           |          | 4017846653    | 11/09/2018              | 11/09/2019              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                        |
| B        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 10,000                                                                            |           |          | 4017846801    | 11/09/2018              | 11/09/2019              | EACH OCCURRENCE \$ 5,000,<br>AGGREGATE \$ 5,000,<br>\$                                                                                                                                                                                              |
| C        | <input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                     |           | N / A    | 4017975167    | 11/09/2018              | 11/09/2019              | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$ 1,000,<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,                                                               |
| D        | Employment Practices                                                                                                                                                                                                                                                                                               |           |          | 106924206     | 05/17/2018              | 11/09/2019              | Per Claim \$ 1,000,                                                                                                                                                                                                                                 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Evidence of Insurance

## CERTIFICATE HOLDER

## CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) **12/19/18** **3.H.4.b**

|                                                                                                                                                  |  |                                                                                                                                                                                                                    |                              |
|--------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| <b>PRODUCER</b><br><b>WHITEHORN FINANCIAL GROUP INC</b><br><b>29 Main Street, 2nd Floor</b><br><b>Madison, NJ 07940</b><br><b>(973) 564-9330</b> |  | <b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b> |                              |
| <b>INSURED</b><br><b>Clarke Caton Hintz</b><br><br><b>100 Barrack Street</b><br><b>Trenton, NJ 08608</b>                                         |  | <b>INSURERS AFFORDING COVERAGE</b><br><b>INSURER A: Continental Casualty Company</b><br><b>INSURER B:</b><br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b>                                           | <b>NAIC#</b><br><b>20443</b> |

## COVERAGES

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

| INSR LTR | ADD'L INSRD | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                           | POLICY NUMBER           | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS                                                                                                                                                           |                                  |
|----------|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|----------------------------------|-----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|
|          |             | <b>GENERAL LIABILITY</b><br><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR<br><br><b>GEN'L AGGREGATE LIMIT APPLIES PER:</b><br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |                         |                                  |                                   | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | \$<br>\$<br>\$<br>\$<br>\$<br>\$ |
|          |             | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS                                                                |                         |                                  |                                   | COMBINED SINGLE LIMIT (Ea accident)<br><br>BODILY INJURY (Per person)<br><br>BODILY INJURY (Per accident)<br><br>PROPERTY DAMAGE (Per accident)                  | \$<br><br>\$<br><br>\$<br><br>\$ |
|          |             | <b>GARAGE LIABILITY</b><br><input type="checkbox"/> ANY AUTO                                                                                                                                                                                                                                                |                         |                                  |                                   | AUTO ONLY - EA ACCIDENT<br><br>OTHER THAN AUTO ONLY: EA ACC AGG                                                                                                  | \$<br><br>\$<br>\$               |
|          |             | <b>EXCESS/UMBRELLA LIABILITY</b><br><input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br><br><input type="checkbox"/> DEDUCTIBLE<br><input type="checkbox"/> RETENTION \$                                                                                                                 |                         |                                  |                                   | EACH OCCURRENCE<br>AGGREGATE<br><br><br><br>                                                                                                                     | \$<br>\$<br>\$<br>\$<br>\$       |
|          |             | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below                                                                                                                                        |                         |                                  |                                   | <input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT   | <br>\$<br>\$<br>\$               |
|          |             | <b>OTHER</b><br><b>Errors and Omissions</b>                                                                                                                                                                                                                                                                 | <b>AEH 28-828-00-65</b> | <b>01/06/19</b>                  | <b>01/06/20</b>                   | <b>\$2,000,000 Per Claim and Aggregate</b>                                                                                                                       |                                  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

## CERTIFICATE HOLDER

|                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>City of Asbury Park</b><br><b>One Municipal Plaza</b><br><b>Asbury Park, NJ 07712</b> | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.<br>AUTHORIZED REPRESENTATIVE <i>Maurice Andrews</i> |
|------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER, WITH A MULTI-COLORED BACKGROUND AND MULTIPLE SECURITY FEATURES. PLEASE VERIFY AUTHENTICITY.

**State Of New Jersey  
New Jersey Office of the Attorney General  
Division of Consumer Affairs**

THIS IS TO CERTIFY THAT THE  
**Board of Professional Planners**

HAS LICENSED

**MICHAEL F. SULLIVAN  
933 GAINSWAY ROAD  
YARDLEY PA 19067-3069**

FOR PRACTICE IN NEW JERSEY AS A(N): **Professional Planner**

**04/04/2018 TO 05/31/2020**  
VALID

**33LI00515300**  
LICENSE/REGISTRATION/CERTIFICATION #

  
Signature of Licensee/Registrant/Certificate Holder

  
ACTING DIRECTOR

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER, WITH A MULTI-COLORED BACKGROUND AND MULTIPLE SECURITY FEATURES. PLEASE VERIFY AUTHENTICITY.

**State Of New Jersey  
New Jersey Office of the Attorney General  
Division of Consumer Affairs**

THIS IS TO CERTIFY THAT THE  
**Board of Architects**

HAS LICENSED

**Michael F. Sullivan  
933 Gainsway Road  
Yardley PA 19067-3069**

FOR PRACTICE IN NEW JERSEY AS A(N): **Licensed Landscape Architect**

**04/03/2018 TO 05/31/2020**  
VALID

**21AS00061200**  
LICENSE/REGISTRATION/CERTIFICATION #

  
Signature of Licensee/Registrant/Certificate Holder

  
ACTING DIRECTOR

**State Of New Jersey**  
**New Jersey Office of the Attorney General**  
**Division of Consumer Affairs**

THIS IS TO CERTIFY THAT THE  
**Board of Professional Planners**

**HAS LICENSED**

**KENDRA A. LELIE**  
**CLARKE CATON HINTZ**  
**100 BARRACK ST.**  
**Trenton NJ 08608**

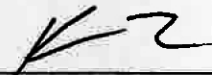
**FOR PRACTICE IN NEW JERSEY AS A(N): Professional Planner**

**05/21/2018 TO 05/31/2020**

**VALID**

**33LI00553700**

**LICENSE/REGISTRATION/CERTIFICATION #**

  
Signature of Licensee/Registrant/Certificate Holder

  
ACTING D

**Packet Pg. 162**

3.H.4.b

**State Of New Jersey**  
**New Jersey Office of the Attorney General**  
**Division of Consumer Affairs**

THIS IS TO CERTIFY THAT THE  
**Board of Architects**

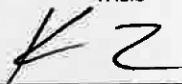
**HAS LICENSED**

**Kendra A. Lelie**  
**74 Sunset Drive**  
**New Hope PA 18938**

**FOR PRACTICE IN NEW JERSEY AS A(N): Licensed Landscape Architect**

**05/21/2018 TO 05/31/2020**

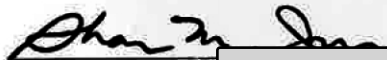
**VALID**



Signature of Licensee/Registrant/Certificate Holder

**21AS00124000**

**LICENSE/REGISTRATION/CERTIFICATION #**



ACTING D

**Packet Pg. 163**

**Attachment: Kyle McManus Associates Proposal**

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER, WITH A MULTI-COLORED BACKGROUND AND MULTIPLE SECURITY FEATURES. PLEASE VERIFY AUTHENTICITY.

**State Of New Jersey  
New Jersey Office of the Attorney General  
Division of Consumer Affairs**

THIS IS TO CERTIFY THAT THE  
**Board of Professional Planners**

**HAS LICENSED**

**MARY B. LONERGAN**  
442 Santa Fe Court  
Hamilton NJ 08619

**FOR PRACTICE IN NEW JERSEY AS A(N): Professional Planner**

04/24/2018 TO 05/31/2020

VALID

*Mary B. LonerGAN*  
Signature of Licensee/Registrant/Certificate Holder

**33LI00428800**

LICENSE/REGISTRATION/CERTIFICATION #

*Sharon M. Jozan*  
ACTING DIRECTOR

New Jersey Office of the Attorney General  
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE  
Board of Professional Planners  
HAS LICENSED

MARY B. LONERGAN  
Professional Planner

SIGNATURE

04/24/2018 TO 05/31/2020

VALID

PLEASE DETACH HERE  
IF YOUR LICENSE/REGISTRAT  
CERTIFICATE ID CARD IS LOS  
PLEASE NOTIFY:  
Board of Professional Planner  
P.O. Box 45016  
Newark, NJ 07101

PLEASE DETACH HERE

Attachment: Kyle McManus Associates Proposal (2019-235 : Affordable Housing Consultant Appointment 2019)

**Clarke Caton Hintz**

Architecture

Planning

Landscape Architecture

100 Barrack Street

Trenton NJ 08608

clarkecatonhintz.com

Tel: 609 883 8383

Fax: 609 883 4044

## Agreement Affordable Housing Planner

**This Agreement** is made this \_\_\_\_ day of \_\_\_\_\_, 2019 by and between the **City of Asbury Park**, a municipal corporation in the County of Monmouth, State of New Jersey, hereinafter referred to as the "City Council", and **Clarke Caton Hintz, P.C.**, a professional corporation with offices in Trenton, Mercer County, New Jersey, which is hereafter referred to as the "Affordable Housing Planner".

### Witnesseth

**Whereas**, the City Council requires the services of a professional planner licensed in the State of New Jersey to provide services hereinafter described; and

**Whereas**, by entering into this Agreement the City Council signifies that the services to be performed by the Affordable Housing Planner shall be considered those of a "Professional Service" in accordance with N.J.S.A. 40:A:11 *et seq.*;

**Now Therefore**, the City Council and Affordable Housing Planner, in consideration of their mutual covenants herein, agree in respect to the performance of the professional services by the Affordable Housing Planner and the payment for those services by the City of Asbury Park as set forth herein.

### Scope of Services

- I. The City Council desires to engage the professional services of the Affordable Housing Planner for the following purposes:
  - A. The provision of professional planning services to assist the City in addressing its affordable housing obligation which may include, but not be limited to:

*Emeriti*

John Clarke, FAIA

Carl Hintz, AICP, ASLA

Clarke Caton Hintz

1. Analysis of existing and future housing growth and employment growth.
  2. Analysis of lands and existing structures most appropriate for new construction of, or conversion to, affordable housing.
  3. Analysis of zoning capacity to accommodate growth, including environmentally constrained lands, lands restricted from development, and durational factors.
  4. Prepare an affordable housing plan to the degree required by law or rule including implementing resolutions and the spending plan, should such a plan be necessary within the period of the contract.
  5. Attend public meetings and/or work sessions with City staff, affordable housing subcommittee (if applicable), Planning Board and the City governing body as necessary.
  6. Interact on behalf of the City with the NJ Judiciary with regard to the Housing Element, Fair Share Plan and other necessary and required documents.
  7. Represent the City in any mediation or suit as an expert planning witness to effectuate the Township's affordable housing obligation.
  8. The preparation of Master Plan amendments or elements to implement the affordable housing plan.
- B. Other matters that lie within the professional expertise of the Affordable Housing Planner as directed by the City Manager and/or City Council, as the case may be.

Clarke Caton Hintz

**Compensation, Timing**

2. The Affordable Housing Planner has agreed to perform the services outlined in the Scope of Services on a time and materials basis as determined by the Fee Schedule, appended hereto. Direct reimbursables, including but not limited to, travel portal-to-portal, reproduction, materials, and photography shall be billed at the same cost as to the firm.
3. From time to time the City Manager may request a fixed fee proposal for particular reports or projects from the Affordable Housing Planner beyond enumerated work product as stated herein. Such work shall be undertaken based upon a specified scope of services, compensation, and time of completion.
4. The Affordable Housing Planner hereby agrees to extend the scope of services and the rates of compensation thereof to any other municipal agency by mutual agreement or adopted resolution of these parties.
5. The Affordable Housing Planner shall submit 12 billing statements per year to the City of Asbury Park for such work as performed in the previous four to six weeks in accordance with the terms of this contract.

**Parties' Responsibilities**

6. Michael Capabianco, City Manager is hereby authorized as the designee of the City Council to direct work to be performed under this agreement. The City Manager may delegate such authority. Michael Sullivan, ASLA, AICP, shall be the designated representative of the Affordable Housing Planner to the City Manager or such other qualified person as may be determined by the Affordable Housing Planner with the consent of the City Manager.
7. The Affordable Housing Planner agrees that professional services rendered pursuant to this agreement will be performed in accordance with generally and currently accepted standards of professional conduct and practice.

Clarke Caton Hintz

8. This Agreement is entered into in accordance with and subject to compliance with the “Local Public Contract Law” of New Jersey, and the specific provisions of *N.J.S.A. 40A:11-5(a)* thereof pertaining to professional services. Affordable Housing Planner agrees to comply with all laws and regulations applicable to the services to be performed under this Agreement including the “Truth in Contracting” Act, P.L. 1999, c.440.
9. Equal Employment Opportunity. Affordable Housing Planner shall comply with New Jersey Affirmative Action requirements, P.L. 1975, c.127 (*N.J.A.C. 17:27*) as more fully described in Exhibit A, attached hereto.
10. New Jersey Business Registration. Affordable Housing Planner represents that it will follow the terms and conditions of *N.J.S.A. 52:32-44*, the New Jersey Business Registration Act, as more particularly described in Exhibit B, attached hereto.

#### Administration

11. All notices, correspondence, and copies of work product for the City Council shall be addressed to Michael Capabianco, City Manager, City of Asbury Park, One Municipal Plaza, Asbury Park, NJ 07712. All payments, vouchers, notices, and correspondence on same for the Affordable Housing Planner shall be addressed to J. Michael Gallagher, Accounting Manager, Clarke Caton Hintz, 100 Barrack Street, Trenton, New Jersey 08608-2008. All notices or correspondence concerning the work product shall be addressed to Michael Sullivan, ASLA, AICP, at the address noted herein.
12. This agreement shall be interpreted in accordance with the laws of the State of New Jersey.
13. This agreement shall be in effect from the date first noted above for the calendar year in which first executed and until the following year’s reorganization meeting. Said contract may be extended by mutual agreement of the parties except that the Affordable Housing Planner shall have the right to establish a new fee schedule once annually at the beginning of the contract year or contract extension. Any extension shall be for a minimum of one year. Upon termination of

Clarke Caton Hintz

services of Affordable Housing Planner to the municipality, Affordable Housing Planner shall surrender all maps, charts, documents, work sheets and records in connection with any work for which compensation has been paid by the City of Asbury Park, or true and accurate copies of same, together with all municipal property and a status report within 60 days of termination. All partially completed work and services shall be compensated by the City of Asbury Park on the basis of the actual time and material expenses incurred by the Affordable Housing Planner.

#### **General Requirements**

14. Exclusive Right. The Affordable Housing Planner shall have the exclusive right to perform the scope of work for the City Council and Planning Board, as described in Paragraph 1, during the term of the contract and shall have the obligation to provide the professional services as described.
15. Entire Agreement/Modification. This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein and supersedes all prior negotiations, agreements, understandings and arrangements, both oral and written. This Agreement may not be modified in any way, except by a written instrument executed by each.
16. Benefits; Binding Effect. This Agreement shall be for the benefit of, and shall be binding upon, the City of Asbury Park and Affordable Housing Planner, their respective heirs, personal representatives, legal representatives, successors and assigns.
17. Severability. The invalidity of any one or more of the words, phrases, sentences, clauses or sections contained in this Agreement shall not affect the enforceability of the remaining portions of this Agreement or any part of it, all of which are inserted conditionally on their being valid in law. Except as is otherwise provided above, in the event that any one or more of the words, phrases, sentences, clauses or sections contained in this Agreement shall be declared invalid by a court of competent jurisdiction, then, in any such event, this Agreement shall be construed as if such invalid word or words, phrase or phrases, sentence or sentences, clause or clauses, or section or sections had not been inserted.



## Clarke Caton Hintz

18. Waivers. The waiver by either party of a breach or violation of any term or provision of this Agreement by the other party shall not operate, nor be construed as a waiver of any subsequent breach or violation of any provision of this Agreement, nor of any other right or remedy.
19. Section Headings. The section headings contained in this agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of any, or all of the provisions of this Agreement.
20. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which when taken together shall constitute but one and the same instrument.

SAMPLE



Clarke Caton Hintz

**In Witness Whereof**, the parties hereto made and executed this Agreement the day and year first above written.

City Council of the  
City of Asbury Park

Attest:

\_\_\_\_\_  
Hon. John Moor, Mayor

\_\_\_\_\_  
Cindy Dye, RMC

Clarke Caton Hintz, P.C.

Attest:

\_\_\_\_\_  
Michael F. Sullivan, Principal

\_\_\_\_\_  
Brian M. Slaugh, Principal

Attachment: Kyle McManus Associates Proposal (2019-235 : Affordable Housing Consultant Appointment 2019)

Clarke Caton Hintz

**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
***N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27***  
**GOODS, PROFESSIONAL SERVICES 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, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, 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, gender identity or expression, disability, nationality or sex. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of 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, gender identity or expression, disability, nationality 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.

**Clarke Caton Hintz**

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, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal 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, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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



Clarke Caton Hintz

Letter of Federal Affirmative Action Plan Approval  
Certificate of Employee Information Report  
Employee Information Report Form AA302

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division 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.

SAMPLE

Clarke Caton Hintz

**EXHIBIT B**  
**NEW JERSEY BUSINESS REGISTRATION ACT**  
**Goods and Services Contracts**

*N.J.S.A. 52:32-44* imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract: 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, 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 this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

Certification 30171

**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-FEB-2013 to 15-FEB-2020

**CLARKE CATON HINTZ  
100 BARRACK STREET  
TRENTON**

NJ 08608



A handwritten signature in black ink, appearing to read "A. Sidamon-Eristoff", is written over the seal of the State Treasurer.

Andrew P. Sidamon-Eristoff  
State Treasurer

Attachment: Kyle McManus Associates Proposal (2019-235 : Affordable Housing Consultant Appointment 2019)

01/05/10

Taxpayer Identification# **222-779-153/000**

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:

**CLARKE CATON HINTZ, A PROFESSIONAL CORPO**

TRADE NAME:

ADDRESS:

**100 BARRACK STREET 3RD FL  
TRENTON NJ 08608**

SEQUENCE NUMBER:

**0105471**

EFFECTIVE DATE:

**10/18/01**

ISSUANCE DATE:

**01/05/10**
  
Director  
New Jersey Division of Revenue

FORM-BRC

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

(04-08) D205840V

Attachment: Kyle McManus Associates Proposal (2019-235 : Affordable Housing Consultant Appointment 2019)

## CITY OF ASBURY PARK

## CLARKE CATON HINTZ

## 2019 PROFESSIONAL PLANNING FEE SCHEDULE

## Clarke Caton Hintz

Architecture

Planning

Landscape Architecture

PLANNERS & LANDSCAPE ARCHITECTSHOURLY RATEStandardExpert

|                                       |       |       |
|---------------------------------------|-------|-------|
| Philip Caton, PP, FAICP               | \$150 | \$210 |
| Brian Slauch, PP, AICP                | \$150 | \$210 |
| Michael Sullivan, PP, AICP, LLA, ASLA | \$150 | \$210 |
| Mary Beth Lonergan, PP, AICP          | \$145 | \$185 |
| Kendra Lelie, PP, AICP, LLA, ASLA     | \$140 | \$180 |
| Andrea Malcolm, PP, AICP              | \$110 | \$135 |
| Donna Miller, PP, AICP                | \$110 | \$135 |
| Emily Goldman, PP, AICP               | \$110 | \$135 |
| Geoffrey Vaughn, ASLA                 | \$110 | \$135 |
| Christian Kuhn, LLA, ASLA             | \$110 | \$135 |
| Melissa McMullen                      | \$100 | \$125 |
| Austin Maitland                       | \$100 | \$125 |

NOTE: Standard rates shall be applicable for all services to public sector clients except for those related to litigation/contested matters in which case Expert rates shall apply. Time for off-premise work is billable on a portal-to-portal basis. Reimbursable expenses, including travel, copying, computer plotting and other reproducible items, postal charges, photography, subcontracted work and other expenses directly related to a specific project or application are billed at the firm's direct cost without mark-up for administration.

W:\5000's\Asbury Park\Administration\Contracts\2019\Asbury Park Public Rates 2018-19.docx

Philip Caton, FAICP

John Hatch, FAIA

George Hibbs, AIA

Brian Slauch, AICP

Michael Sullivan, AICP

*Emeriti*

John Clarke, FAIA

Carl Hintz, AICP, ASLA



## RESOLUTION NO. 2019-236

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

### **RESOLUTION AUTHORIZING CHANGE ORDER NUMBER 1 FOR THE CONSTRUCTION OF BASKETBALL COURT PROJECT**

**WHEREAS**, the City Council of Asbury Park and Picerno-Giordano parties to a contract for the Construction for Basketball Courts via Resolution 2018-394; and

**WHEREAS**, the original contract amount approved by the City Council was in the sum of twenty four thousand, eight hundred sixty dollars and 00/100 cents (\$24,860.00); and

**WHEREAS**, the project requires Changer Order #1 in the amount not to exceed three thousand, nine hundred six dollars (\$3,906.00); and

**WHEREAS**, the Change Order #1 is for additional color coating for 1,540 sq. ft.; and

**WHEREAS**, this change order reflects the costs activities as attached on change order number one; and

**WHEREAS**, the execution of Change Order No. 1 will not substantially change the quality or character of the items or work to be provided, inasmuch as such would not have been a determining factor in the original bidding; and

**WHEREAS**, the execution of Change Order No. 1 will not cause the originally awarded contract price to be exceeded by more than 20% ;and

**WHEREAS**, the Chief Financial Officer has provided to the Governing Body a certificate in writing pursuant to N.J.A.C. 5:34-2 that funds are available to pay for the subject matter of this Resolution; and funds are available in account T-17-75850-850-003 and the maximum dollar value of the pending change order is as set forth in the resolution.

**WHEREAS**, said certification has designated specifically the line item appropriation(s) of the official budget to which the contract will be officially charged.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of Asbury park, County of Mayor and State of New Jersey that the this Change Order #1 shall not exceed \$3,906.00; and

**BE IT FURTHER RESOLVED** that the City Manager is hereby authorized to execute

Change Order Number One 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, Director of Community Development, City Manager, and Director of Purchasing.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-236 which was finally adopted by the City Council at a meeting held on the 26th day of June, 2019

CERTIFIED BY ME THIS 27th DAY OF June, 2019.

MELODY HARTSGROVE  
DEPUTY CITY CLERK



200 Market Street  
Kenilworth, NJ 07033  
908-241-4331 Phone  
908-241-7854 Fax

Change Order #: 1  
Date: January 3, 2019

|                   |                                              |                  |                              |
|-------------------|----------------------------------------------|------------------|------------------------------|
| <b>Client:</b>    | City of Asbury Park                          | <b>Project:</b>  |                              |
| <b>Attention:</b> | Robert Bianchini                             |                  | Propect Ave Basketball Court |
| <b>Address:</b>   | One Municipal Plaza<br>Asbury Park, NJ 07112 |                  | Asbury Park, NJ 07112        |
| <b>Phone:</b>     | (732) 312-7579                               |                  |                              |
| <b>Email:</b>     | robert.bianchini@cityofasburypark.com        | <b>Project #</b> | 003930                       |

The terms and conditions of the original contract shall govern this change.

It is mutually agreed that the Contract between Picerno-Giordano Construction, LLC and City of Asbury Park, dated 10/31/18, is hereby amended to include all labor, material, equipment and costs to perform the following:

| No.           | Description                                                                                                | Quantity | Unit Price | Total Price       |
|---------------|------------------------------------------------------------------------------------------------------------|----------|------------|-------------------|
|               | Additional Color Coating Sq. Ft.<br>Total Area = 104' x 60' = 6,240<br>Area priced under original contract |          |            |                   |
| Color Coating | 50' x 94' = 4,700 sq. ft.                                                                                  | 1        | \$3,906.00 | \$3,906.00        |
|               | Lettering to match existing lettering onsite                                                               |          |            |                   |
| <b>TOTAL</b>  |                                                                                                            |          |            | <b>\$3,906.00</b> |

|                                                                   |             |
|-------------------------------------------------------------------|-------------|
| Original Contract Amount for this project                         | \$24,860.00 |
| Previous Change Orders                                            | \$0.00      |
| Revised Contract Sum                                              | \$24,860.00 |
| Amount of this Change Order                                       | \$3,906.00  |
| New Contract Amount of this Project (including this change order) | \$28,766.00 |

Please acknowledge your acceptance of this Change Order by signing in the space below. By executing this agreement, each signatory personally represents and warrants that she/he has full authority to bind the party for which he/she is signing.

Picerno-Giordano Construction, LLC

Nina Vera  
Signature

Nina Vera, Project Manager  
Print Name & Title

1/3/2019  
Date

Client:

Cassandra Dickenson  
Signature

Cassandra Dickenson, Dir. Comm  
Development  
Print Name & Title

1/3/19  
Date



## RESOLUTION NO. 2019-237

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

**RESOLUTION AUTHORIZING THE CITY OF ASBURY PARK TO GRANT A  
REVOCABLE LICENSE FOR ENCROACHMENT OVER CERTAIN PORTIONS OF  
THE RIGHT-OF-WAY AREAS ADJACENT TO THE PROPERTY LOCATED AT 623  
MAIN STREET AND 810 SEWALL AVENUE (BLOCK 2607, LOT 2), AND  
AUTHORIZING CITY OFFICIALS TO EXECUTE A LICENSE AGREEMENT  
ASSOCIATED THEREWITH.**

**Whereas**, Dollar Tree Store, Inc. (referenced as the “Licensee”) is a tenant at the property located at 623 Main Street and 810 Sewall Avenue in the City of Asbury Park (the “City”), more commonly known and designated as Block 2607, Lot 2 on the Asbury Park City Tax Map (hereinafter referenced as the “Property”); and

**Whereas**, the Property is under the record ownership of 810 Sewall, LLC, with an address of 1151 Deal Road, Ocean, New Jersey 07712; and

**Whereas**, the Licensee wishes to construct and/or install certain faux windows (for display purposes) and awnings (collectively referenced as the “improvements”) at various locations along the exterior façade of the existing building at the Property, both along Main Street and Sewall Avenue; and

**Whereas**, the proposed improvements will overhang the City sidewalk and encroach into the public right-of way (the “ROW”) areas by approximately 3 foot 6 inches (3’ 6”) at each of the intended locations along both Main Street and Sewall Avenue; and

**Whereas**, to the extent that the City has jurisdiction over the areas in question and without making any affirmative representations with regard thereto, the City is willing to grant a revocable license to the Licensee to allow for the installation and continued presence/maintenance of the said improvements within the ROW under the terms and conditions set forth in the attached License Agreement.

Now, Therefore, Be It Resolved, by the Mayor and Council of the City of Asbury Park, as follows:

1. That, to the extent the City has jurisdiction over the areas in question, and without making any representations with regard thereto, the City, pursuant to the *New Jersey Local Lands and Buildings Law*, N.J.S.A. 40A:12-1, et seq., and specifically N.J.S.A. 40A:12-13(b)(5), as well as the *New Jersey Local Redevelopment and Housing Law*, N.J.S.A. 40A:12A-1, et seq., and specifically N.J.S.A. 40A:12A-8(g), hereby grants to the Licensee the revocable right (also known as the “License”) to install and to continually maintain, repair and/or replace the improvements, as referenced above, for the nominal sum of One Dollar (\$1.00), subject to the provisions set forth in the attached License Agreement.
2. That the Mayor is hereby authorized to execute, and the City Clerk to attest, the attached License Agreement on behalf of the City.
3. That all other City officials and employees are hereby authorized to undertake any activities that are necessary in furtherance of the intentions of the within Resolution and the attached License Agreement.
4. That a certified copy of this Resolution shall be provided to each of the following:
  - (a) Dollar Tree Store, Inc.  
500 Volvo Parkway  
Chesapeake, VA 23320
  - (b) Michael Capabianco, City Manager;
  - (c) Michele Alonso, Director of Planning and Redevelopment; and
  - (d) Frederick C. Raffetto, Esq., Municipal Attorney

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-237 which was finally adopted by the City Council at a meeting held on the 26th day of June, 2019

CERTIFIED BY ME THIS DAY OF , .

MELODY HARTSGROVE  
DEPUTY CITY CLERK

**LICENSE AGREEMENT FOR ENCROACHMENT OVER CERTAIN  
PORTIONS OF THE RIGHT-OF-WAY AREAS ADJACENT TO  
THE PROPERTY LOCATED AT 623 MAIN STREET AND  
810 SEWALL AVENUE (BLOCK 2607, LOT 2)  
IN THE CITY OF ASBURY PARK, NEW JERSEY.**

**THIS AGREEMENT** (the "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between **DOLLAR TREE STORE, INC.**, with an address of 500 Volvo Parkway, Chesapeake, Virginia 23320, and its successors and/or assigns (hereinafter referred to as the "Licensee"), and the **CITY OF ASBURY PARK**, a municipal corporation of the State of New Jersey, whose address is 1 Municipal Plaza, Asbury Park, NJ 07712 (hereinafter referred to as the "Licensor" and/or the "City").

**WITNESSETH:**

**WHEREAS**, the Licensee is a tenant at the property located at 623 Main Street and 810 Sewall Avenue in the City, more commonly known and designated as Block 2607, Lot 2 on the Asbury Park City Tax Map (hereinafter referenced as the "Property"); and

**WHEREAS**, the Property is under the record ownership of 810 Sewall, LLC, with an address of 1151 Deal Road, Ocean, New Jersey 07712; and

**WHEREAS**, the Licensee wishes to construct and/or install certain faux windows (for display purposes) and awnings (collectively referenced as the "improvements") at various locations along the exterior façade of the existing building at the Property, both along Main Street and Sewall Avenue; and

**WHEREAS**, a description of the proposed improvements is set forth in a document entitled "Exterior Scope of Work," dated June 3, 2019, which is attached hereto as Exhibit "A"; and

**WHEREAS**, a depiction of the proposed improvements to the Property is attached hereto as Exhibit "B" (4 pages); and

**WHEREAS**, the proposed improvements will overhang the City sidewalk and encroach into the public ROW areas by approximately 3 foot 6 inches (3' 6") at each of the intended locations along both Main Street and Sewall Avenue; and

**WHEREAS**, the total areas which are subject to the encroachments referenced above shall collectively be referenced in the within Agreement as the "license area"; and

**WHEREAS**, to the extent that the City has jurisdiction over the license area and without making any affirmative representations with regard thereto, the City is willing to grant a revocable license to the Licensee to allow for the installation and continued

presence/maintenance of the said improvements within the license area under the terms and conditions set forth herein; and

**WHEREAS**, on \_\_\_\_\_, 2019, the City adopted Resolution #2019-\_\_\_\_\_ (attached hereto as Exhibit "C"), which provided authorization for the conveyance of a license over the license area to the Licensee, for the encroachment caused by the improvements, for the nominal consideration of One Dollar (\$1.00); and

**WHEREAS**, the purpose and intent of this instrument is to confirm and memorialize the granting of said license to the Licensee, and to specify the terms and conditions associated therewith.

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

1. To the extent that the City has jurisdiction over the license area, and without making any affirmative representations with regard thereto, the City, pursuant to the *New Jersey Local Lands and Buildings Law*, N.J.S.A. 40A:12-1, et seq., and specifically N.J.S.A. 40A:12-13(b)(5), as well as the *New Jersey Local Redevelopment and Housing Law*, N.J.S.A. 40A:12A-1, et seq., and specifically N.J.S.A. 40A:12A-8(g), hereby grants to the Licensee the revocable right (also known as the "License") to install and to continually maintain, repair and/or replace the improvements within the license area, as referenced above, for the nominal sum of One Dollar (\$1.00), subject to the provisions set forth herein.
2. The improvements shall be constructed in accordance with the requirements of all applicable City Ordinances, the Main Street Redevelopment Plan, and any approvals previously granted by any Land Use agencies of the City.
3. The Licensee shall be required to obtain a construction permit from the Licensor for the initial construction of, and for any replacement of, the improvements. Further, there shall be no expansion of the size, or change to the design, of the improvements without additional approvals and/or permitting by the Licensor. Said approvals and/or permits shall be issued at the sole discretion of the Licensor.
4. The Licensee shall not allow the improvements to interfere in any way with the ability of the public to utilize the public sidewalk areas located immediately adjacent to the improvements. Further, the Licensee shall not interfere, or permit any interference whatsoever, with the public sidewalk areas adjacent to the license area.
5. The Licensor shall not unreasonably interfere with the Licensee's use and enjoyment of the license area. However, in the case of an emergency or necessity,

the Licensor shall be allowed immediate access to the license area after providing such advance notice to the Licensee as is reasonably practicable under the circumstances. The parties hereto agree that all such access by the Licensor will be performed in a manner that causes as little disturbance to the parties as is reasonably practicable under the circumstances.

6. The within License shall be revocable at the will of the Licensor, and the Licensee shall have no recourse whatsoever against Licensor if said privilege is revoked, in whole or in part, at any time and/or for any reason during the course of the within Agreement. If the license is revoked, then the Licensee shall remove the improvements immediately thereafter or be subject to penalties and enforcement proceedings by the City.
7. The Licensee will exercise the privilege granted herein at the Licensee's own risk and agrees that it will never claim any damages against the Licensor for any injury or damages sustained to any person or property which is in any way related to the improvements and/or to the Licensee's exercise of the privilege(s) granted herein, regardless of any fault or negligence of the Licensor.
8. The Licensee shall name the Licensor as an additional insured on its general liability insurance policy covering the Property. The Licensee further agrees to indemnify and hold harmless the Licensor, as well as all officials, employees and agents of the Licensor, against any and all liability whatsoever for injury or damages sustained to any person or property relating to the improvements and/or the Licensee's exercise of the privilege(s) granted herein, regardless of any fault or negligence of the Licensor, and the Licensee shall be responsible for all expenses, including legal fees, resulting from, arising out of, or in any way connected to the exercise of the privilege granted to the Licensee, its successors and/or assigns.
9. The Licensee acknowledges that additional approvals may be required from other agencies and/or authorities, besides the Licensor, that may have jurisdiction over the license area, and that it is the Licensee's sole responsibility to investigate whether any other agencies or authorities have such jurisdiction and, if so, to obtain the requisite approval(s) from said agencies and/or authorities.
10. Use of the license area by the Licensee and all successors in title and/or assigns shall only be for the purposes identified herein and for no other purpose(s).
11. This Agreement may be amended and modified only by an instrument in writing, executed by the parties hereto, or their successors and/or assigns.
12. This Agreement will be governed by and construed in accordance with the laws of the State of New Jersey.

IN WITNESS WHEREOF, the parties have signed this Agreement the day and year first written above.

WITNESS: DOLLAR TREE STORE, INC.

Print Name: \_\_\_\_\_ By: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST: CITY OF ASBURY PARK

\_\_\_\_\_  
MELODY HARTSGROVE,  
Deputy City Clerk

\_\_\_\_\_  
Honorable John Moor, Mayor

STATE OF NEW JERSEY, COUNTY OF MONMOUTH SS:

I CERTIFY that on \_\_\_\_\_, 2019, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared MELODY HARTSGROVE, and this person acknowledged under oath, to my satisfaction, that:

- (a) This person is the Deputy City Clerk of the City of Asbury Park, a New Jersey Municipal Corporation, the maker named in the within instrument;
- (b) This person is the attesting witness to the signing of this document by the proper corporate officer, who is the Hon. John Moor, the Mayor of the City;
- (c) This document was signed and delivered by the Corporation as its voluntary act, duly authorized by a proper Resolution of the Mayor and City Council (Resolution No. 2019-\_\_\_\_\_, adopted on \_\_\_\_\_, 2019);
- (d) This person well and truly knows the corporate seal which was affixed to this document; and
- (e) This person signed this proof to attest to the truth of these facts.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEW JERSEY, COUNTY OF \_\_\_\_\_ SS:

I CERTIFY that on \_\_\_\_\_, 2019, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared \_\_\_\_\_, and this person acknowledged under oath, to my satisfaction, that:

- (a) this person signed and delivered the foregoing document as \_\_\_\_\_ of DOLLAR TREE STORE, INC. 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.

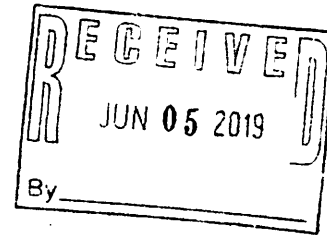
\_\_\_\_\_  
NOTARY PUBLIC

# EXHIBIT “A”

## Exterior Scope of Work

06/03/2019

**Family Dollar #5112**  
**623 Main St**  
**Asbury Park, NJ 07712**



### Exterior Signage

- Replace existing FD cloud sign with new of equal size, no larger

### Faux Windows / Displays & Awnings

- Install (3) new faux window / display sections along Main St., 12'-2" (W) x 5'-0" (H), white in color (refer to color rendering)
- Install (2) display boxes in each section with locking device
- Install internal lighting in each display box
- Install new awnings over each new faux window / display section & existing storefront system & door, Bahama style shutter awning, orange in color (refer to color rendering)

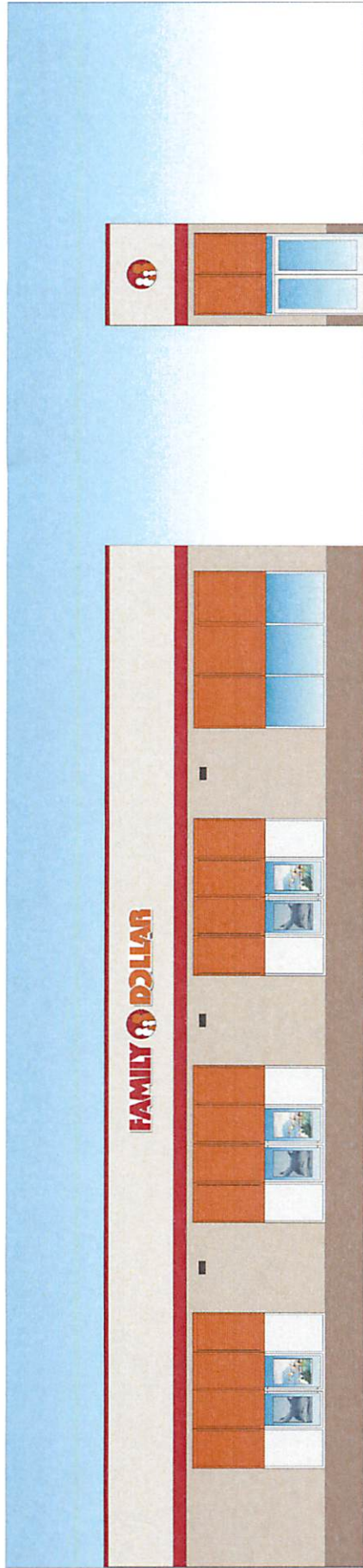
### Existing Storefront Framing, Glazing & Doors

- Replace existing storefront system & doors with new, white in color (refer to color rendering)

### Exterior Finish & Paint

- Skim coat existing exterior walls with "like" material to hide the numerous exterior repairs & provide an uniform material surface
- Paint exterior walls (refer to color rendering)

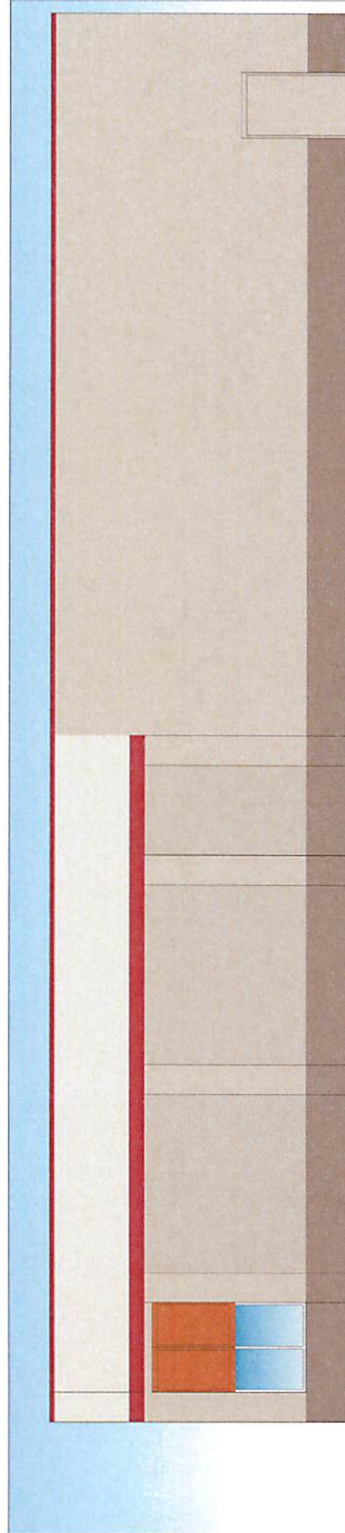
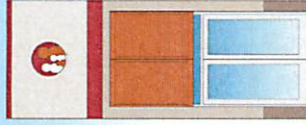
## EXHIBIT “B”



FRONT ELEVATION

Shutters to be supplied and installed by Family Dollar's sign vendor

CORNER ELEVATION



RIGHT ELEVATION



EXISTING ELEVATION

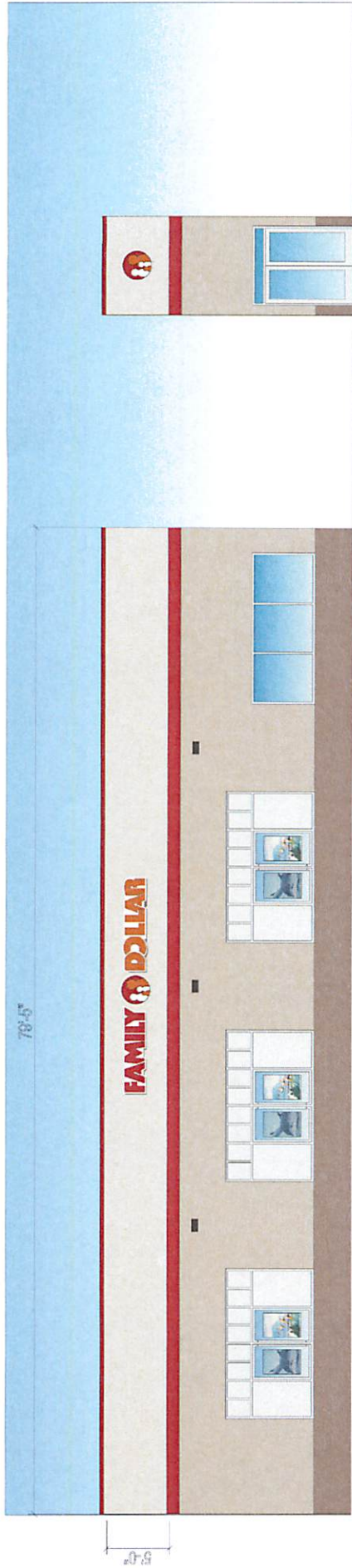
|                                                                                       |             |                                                                                       |               |                                                                                       |                                       |                                                                                      |                                   |                                                                                     |                  |
|---------------------------------------------------------------------------------------|-------------|---------------------------------------------------------------------------------------|---------------|---------------------------------------------------------------------------------------|---------------------------------------|--------------------------------------------------------------------------------------|-----------------------------------|-------------------------------------------------------------------------------------|------------------|
|  | SW YAM 6643 |  | SW SAFETY RED |  | SW AESTHETIC WHITE / STO SMOKED PUTTY |  | SW BALANCED BEIGE / STO SANDSTONE |  | SW VIRTUAL TAUPE |
|---------------------------------------------------------------------------------------|-------------|---------------------------------------------------------------------------------------|---------------|---------------------------------------------------------------------------------------|---------------------------------------|--------------------------------------------------------------------------------------|-----------------------------------|-------------------------------------------------------------------------------------|------------------|



## ASBURY PARK , NJ

**Family Dollar - 623 Main St.**

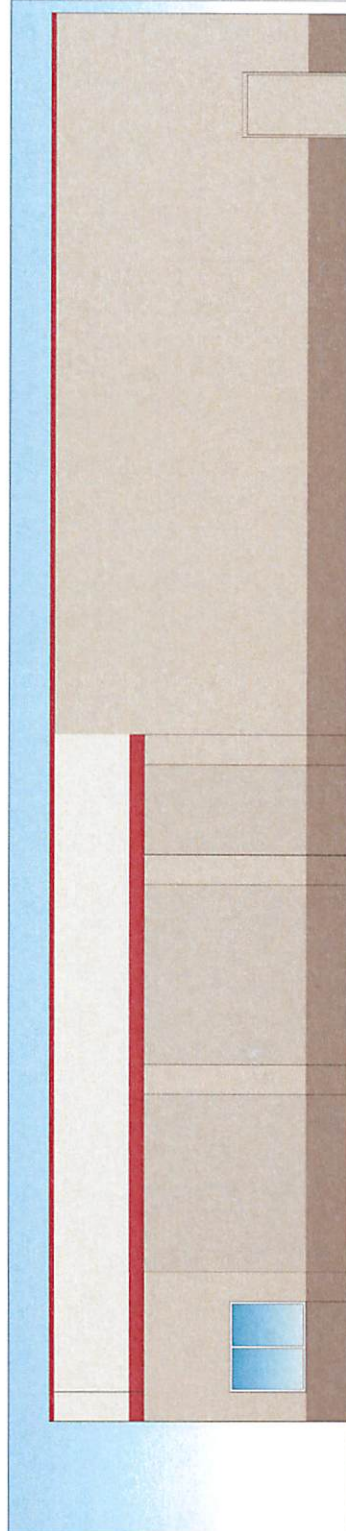




FRONT ELEVATION

Shutters to be supplied and installed by Family Dollar's sign vendor

CORNER ELEVATION



RIGHT ELEVATION

EXISTING ELEVATION

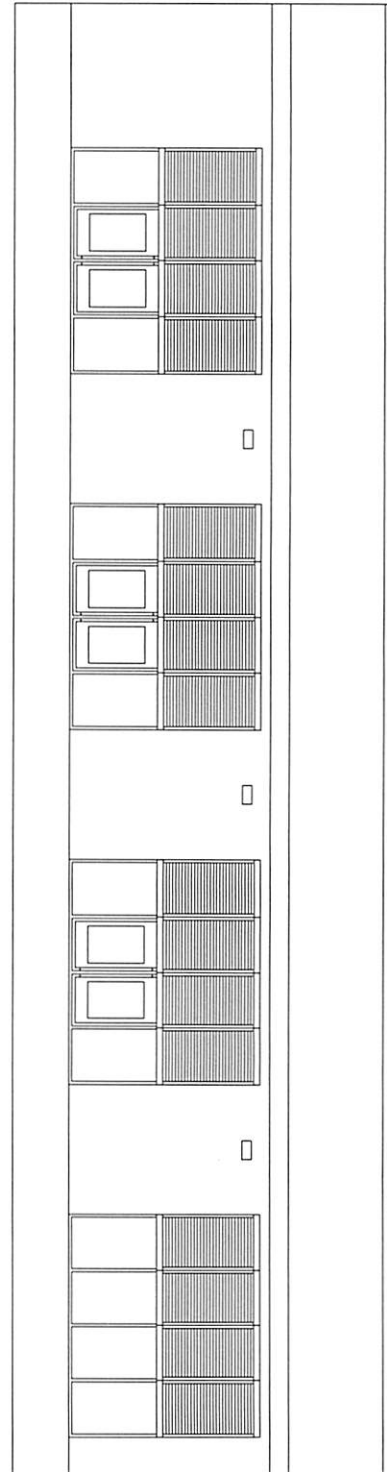
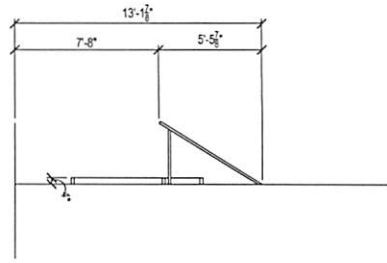
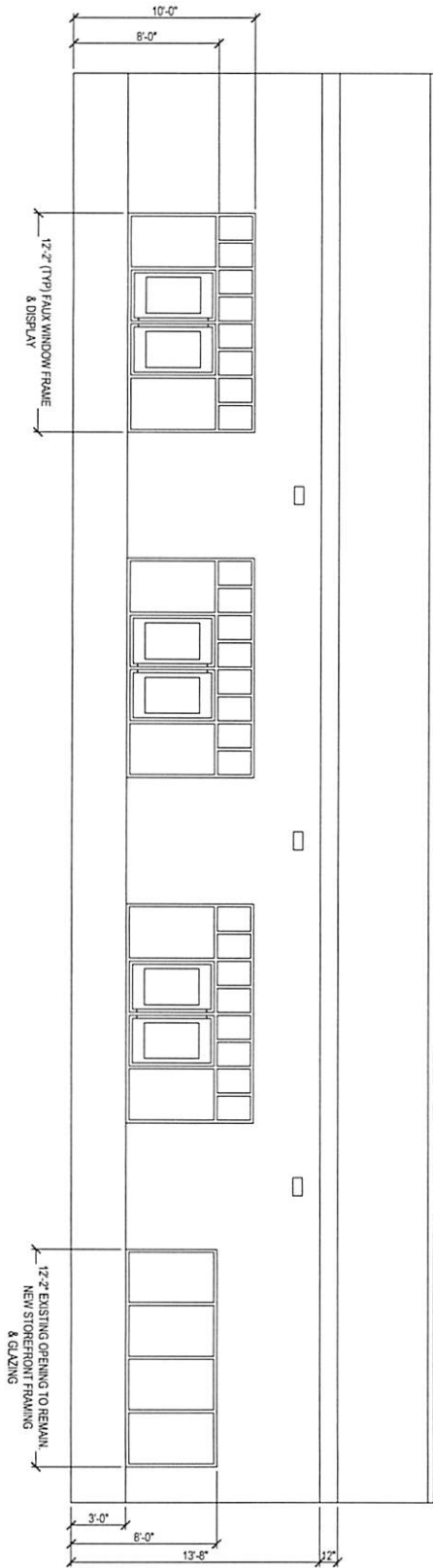


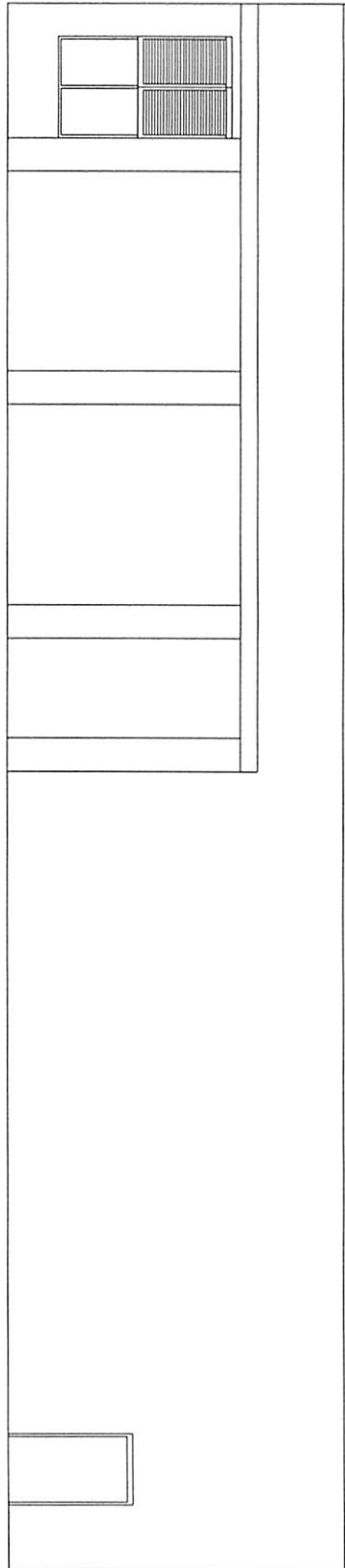
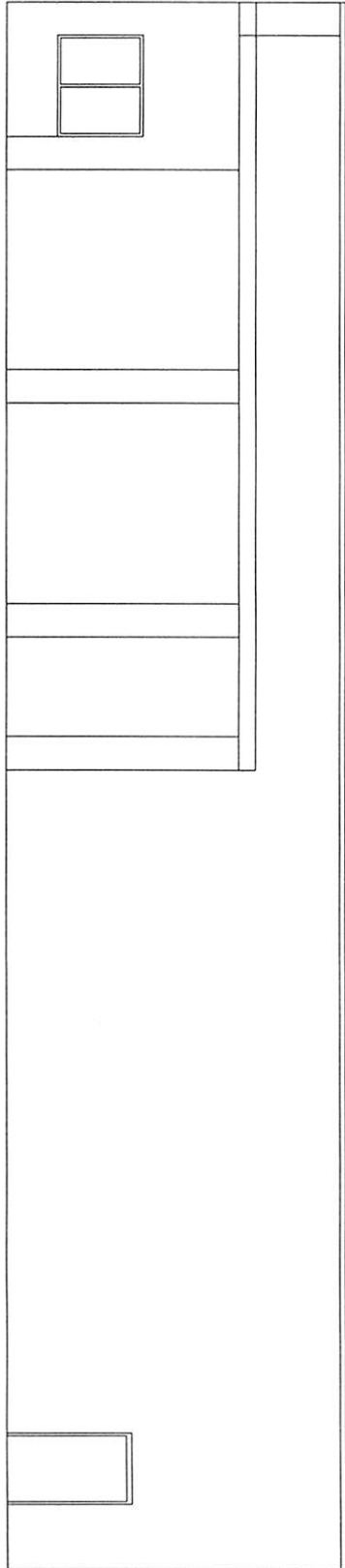
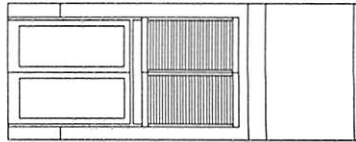
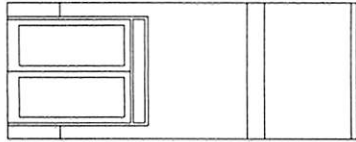
- SW SAFETY RED
- SW AESTHETIC WHITE / STO SMOKED PUTTY
- SW BALANCED BEIGE / STO SANDSTONE
- SW VIRTUAL TAUPE



**ASBURY PARK , NJ**  
**Family Dollar - 623 Main St.**







## EXHIBIT “C”



## RESOLUTION NO. 2019-238

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

### RESOLUTION APPROVING 2019-2020 LIQUOR LICENSE RENEWALS

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

| <u>LICENSE NO.</u> | <u>NAME</u>                 | <u>ADDRESS</u>  | <u>TRADE NAME</u> |
|--------------------|-----------------------------|-----------------|-------------------|
| 1303-33-008-011    | 1101 Ocean Ave Venture, LLC | 1101 Ocean Ave. | 1101 Ocean Ave    |

**1303-33-012-003      Espinosa, Inc.      715 Second Ave.      Posillipo's**

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

**1303-33-044-015      AP Resaturant IV, LLC      1000 Ocean Ave.      Langosta**

#### **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.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-238 which was finally adopted by the City Council at a meeting held on the 26th day of June, 2019

CERTIFIED BY ME THIS 27th DAY OF June, 2019.

MELODY HARTSGROVE  
DEPUTY CITY CLERK



## RESOLUTION NO. 2019-239

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

### **RESOLUTION TO APPROVE APPLYING FOR INVOLUNTARY DISABILITY RETIREMENT FOR KAMIL WARRAICH**

**WHEREAS**, the State of New Jersey, Division of Pension and Benefits has promulgated rules and regulations that outline the requirements for an employer to seek an Involuntary Disability Retirement for an employee; and

**WHEREAS**, a summary of these rules and regulations for a PFRS employee are found in Fact Sheet 16 issued March 2019 by the Division of Pension and Benefits and require a Resolution from the governing body that the employee is totally and permanently disabled from fulfilling their job duties; and

**WHEREAS**, this recommendation is being made from the City Manager who is the agency's appointing authority based upon medical records he has received; and

**WHEREAS**, this Resolution authorizes the City to apply for an Involuntary Disability Retirement for PFRS employee Kamil Warraich.

**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 an Involuntary Disability Retirement for Kamil Warraich shall be applied for.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-239 which was finally adopted by the City Council at a meeting held on the 24th day of July, 2019

CERTIFIED BY ME THIS 27th DAY OF June, 2019.

MELODY HARTSGROVE  
DEPUTY CITY CLERK



## RESOLUTION NO. 2019-240

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

### **RESOLUTION APPROVING 2019-2020 LIQUOR LICENSE RENEWAL FOR 1303-33-017-012 STEINBACH LIQUOR LIC. LLC TRADING AS ASBURY ALE HOUSE**

**BE IT RESOLVED**, by the Mayor and Council of the City of Asbury Park that the Alcoholic Beverage License for the period of July 1, 2019 to June 30, 2020 be granted to license **1303-33-017-012**, Steinbach Liquor License located at 541 Cookman Avenue.

#### **Trading as Asbury Ale House.**

#### **\*Special Conditions:**

1. 75% of floor space must be dedicated to food service.
2. The security and bar staff shall clean sidewalks and curbs adjacent to the property nightly after club nights and in the morning following club nights. They must adhere to the Property Maintenance Code, Chapter XIII of the City Code

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-240 which was finally adopted by the City Council at a meeting held on the 26th day of June, 2019

CERTIFIED BY ME THIS 27th DAY OF June, 2019.

MELODY HARTSGROVE  
DEPUTY CITY CLERK



**Asbury Park, New Jersey  
ORDINANCE NO. 2019-22**

**AUTHORIZING THE CITY OF ASBURY PARK TO CONVEY AN EASEMENT OVER  
A CERTAIN PORTION OF THE RIGHT-OF-WAY AREA (AIR SPACE) ADJACENT  
TO THE PROPERTY LOCATED AT 306 (A/K/A 308) MAIN STREET, ASBURY PARK,  
NEW JERSEY (BLOCK 2508, LOT 9)**

**WHEREAS**, the City of Asbury Park (the “City”) possesses certain ownership and control authority over certain public right-of-way (“R.O.W.”) areas located within the City; and

**WHEREAS**, Santander Bank, N.A., f/k/a Sovereign Bank, N.A. (the “applicant”) is the owner of the property located at 306 (a/k/a 308) Main Street, Asbury Park, New Jersey, which is more commonly known and designated as Block 2508, Lot 9 on the City’s official Tax Map (the “Property”); and

**WHEREAS**, the applicant has requested that the City allow it to use a portion of the public R.O.W. area along Main Street, which portion constitutes air space, for the replacement, repair and maintenance of an awning/canopy (the “Canopy”) above the entryway to the applicant’s Property, which will extend volumetrically over a portion of the R.O.W. in front of the Property; and

**WHEREAS**, the proposed Canopy shall encroach into the air space of the public R.O.W. area by approximately sixty-five (65) square feet; and

**WHEREAS**, the easement area is described in more detail in the Exhibits which are attached to a proposed Easement Agreement, which is attached hereto and made a part hereof; and

**WHEREAS**, the terms and conditions associated with this undertaking are also set forth in more detail in the attached Easement Agreement; and

**WHEREAS**, the Mayor and Council have previously determined to consider requests for encroachment into the public right-of-way areas on a case-by-case basis; and

**WHEREAS**, with respect to the within request, the Mayor and Council have determined the following:

1. The within proposed encroachment into the public right-of-way shall not interfere with the ability of the public to continue to utilize the existing sidewalk or other public areas that are adjacent to the Property, as the encroachment involves air space only; and

2. The within proposed encroachment is necessary in order to allow for the planned beautification project at the Property, which will improve the aesthetic appearance of the Property and the surrounding area(s) in general, which are located in the Main Street Redevelopment Area; and
3. The total area of the within proposed encroachment is de minimus given the overall size of the Property; and
4. The granting of the proposed easement will not negatively affect the surrounding area in which the Property is located; and

**WHEREAS**, as a result, to the extent that the City has jurisdiction over the area in question, and without making any affirmative representations with regard thereto, the Mayor and Council are willing to grant an assignable easement in perpetuity to the applicant over the easement area (which constitutes air space) in order to permit the replacement, repair and maintenance of the Canopy, for the consideration of Five Hundred Twenty Two Dollars (\$522.00), with the condition that the easement area shall only be used for the purpose(s) set forth herein, and for no other purpose(s), and pursuant to the terms and conditions set forth in the attached Easement Agreement; and

**WHEREAS**, the purpose of this Ordinance is to authorize said approval in accordance with the New Jersey Local Lands and Buildings Law, N.J.S.A. 40A:12-1, *et seq.*; and

**WHEREAS**, the Mayor and Council do not wish for the granting of this easement to serve as a precedent for further encroachments into the City's right-of-way areas elsewhere in the City, but rather declare that any and all such requests must be carefully reviewed by the Governing Body and considered strictly on a case-by-case basis, and that any such requests shall be granted only where substantial reasons are shown to justify and warrant the granting of the easement.

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

1. That, to the extent that the City has jurisdiction over the easement area in question, and without making any affirmative representations with regard thereto, the City authorizes the conveyance of an assignable easement to the applicant, in perpetuity, for the consideration of Five Hundred Twenty Two Dollars (\$522.00), over a certain portion of the public right-of-way area ("R.O.W."), constituting air space, which is described and depicted in more detail in the attached Easement Agreement, pursuant to the terms and conditions set forth in the attached Easement Agreement.
2. That the Mayor is hereby authorized to execute, and the Municipal Clerk to attest, the attached Easement Agreement, in order to effectuate the granting of this easement.

3. That, following proper execution and notarization of the attached Easement Agreement, the same shall be recorded with the Monmouth County Clerk's Office.
4. That all other City officials and employees are hereby authorized to undertake any activities that are necessary in furtherance of the intentions of the within Ordinance.
5. That all costs and expenses associated with this matter shall be paid by the applicant, through an escrow account established with the City.
6. That this Ordinance shall become effective twenty (20) days following its final passage, in accordance with N.J.S.A. 40:69A-181(b).
7. That the provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction such judgment shall be limited in its effect only to the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.
8. That all other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2019-22 which was finally adopted by the City Council at a meeting held on the 10th day of July, 2019

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CINDY A. DYE  
CITY CLERK

**Record & Return To:**  
Frederick C. Raffetto, Esq.  
Ansell Grimm & Aaron, P.C.  
1500 Lawrence Ave.  
CN 7807  
Ocean, NJ 07712

Prepared by:

\_\_\_\_\_  
Frederick C. Raffetto, Esq.

**EASEMENT AGREEMENT TO PERMIT ENCROACHMENT OVER A CERTAIN  
PORTION OF THE RIGHT-OF-WAY AREA (AIR SPACE)  
ADJACENT TO THE PROPERTY LOCATED AT  
306 (A/K/A 308) MAIN STREET, ASBURY PARK, NEW JERSEY  
(BLOCK 2508, LOT 9).**

**THIS AGREEMENT** (the “Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Asbury Park, a municipal corporation of the State of New Jersey, whose address is 1 Municipal Plaza, Asbury Park, New Jersey 07712 (the “Grantor” or “City”), and Santander Bank, N.A., f/k/a Sovereign Bank, N.A., a national banking association, having an office at 824 North Market Street, Suite 100, Wilmington, Delaware 19801, and its successors and/or assigns (the “Grantee”).

**WITNESSETH:**

**WHEREAS**, the City possesses certain ownership and control authority over certain public right-of-way (“R.O.W.”) areas located within the City; and

**WHEREAS**, the Grantee is the owner of the property located at 306 (a/k/a 308) Main Street, Asbury Park, New Jersey, which is more commonly known and designated as Block 2508, Lot 9 on the City’s official Tax Map (the “Property”); and

**WHEREAS**, the Grantee has requested that the Grantor allow it to use a portion of the public R.O.W. area along Main Street, which portion constitutes air space, for the replacement, repair and maintenance of an awning/canopy (the “Canopy”) above the entryway to the Grantee’s Property, which will extend volumetrically over a portion of the R.O.W. in front of the Property; and

**WHEREAS**, the proposed Canopy shall encroach into the air space of the public R.O.W. area in certain limited respects; and

**WHEREAS**, the easement area measures approximately sixty-five (65) square feet (the “easement area”), and is described in more detail in a legal description prepared by William DiMarzo & Son, Assoc., Inc., dated August 15, 2017, and last revised October 10, 2017, a copy of which is attached hereto as Exhibit “A,” and depicted in more detail on the attached Survey, entitled “Location Property Survey” of Lot 9, Block 2508, in the City of Asbury Park, Monmouth County, New Jersey, dated August 15, 2017, and last revised October 10, 2017, as prepared by William P. Swift, Professional Land Surveyor and Professional Planner, attached hereto as Exhibit “B”; and

**WHEREAS**, on \_\_\_\_\_, the City adopted Ordinance No. \_\_\_\_\_, which provided authorization for the conveyance of an easement over the R.O.W. area described in Exhibit “A” and depicted on Exhibit “B” to the Grantee for the consideration of Five Hundred Twenty Two Dollars (\$522.00); and

**WHEREAS**, a certified copy of Ordinance No. \_\_\_\_\_ (without attachments) is annexed hereto as Exhibit “C”; and

**WHEREAS**, the Ordinance recognized that this authorization was being provided to the Grantee to the extent that the Grantor has jurisdiction over the easement area in question, as described in Exhibit “A” and depicted on Exhibit “B,” and without making any affirmative representations with regard thereto; and

**WHEREAS**, to the extent that the Grantor has jurisdiction over the easement area and without making any affirmative representations with regard thereto, the Grantor is willing to allow the replacement and maintenance of the Canopy under the terms and conditions set forth herein; and

**WHEREAS**, the parties acknowledge that additional approvals may be required from other agencies or authorities for use of any public right-of-way areas that are outside of the jurisdiction of the Grantor.

**NOW, THEREFORE**, based upon the mutual promises, terms and conditions set forth below, and for the consideration of Five Hundred Twenty Two Dollars (\$522.00), the adequacy of which the parties hereto expressly acknowledge, the parties hereto agree as follows:

1. To the extent that the Grantor has jurisdiction over the easement area in question, and without making any affirmative representations with regard thereto, the Grantor hereby grants to the Grantee an assignable easement in perpetuity over a certain portion of the public right-of-way area (“R.O.W.”) which is described in Exhibit “A” and depicted on Exhibit “B” (the “easement area”), in order to allow for the replacement, repair and maintenance of an awning/canopy (the “Canopy”) above the entryway to the Grantee’s Property, which will extend volumetrically over a portion of the R.O.W. in front of the Property. The right to replace, repair and maintain the Canopy shall be a continuing right, permitting multiple replacements over time,

as deemed necessary by Grantee, in its sole discretion; however, the Grantee shall be required to obtain a construction permit from the Grantor for any replacement of the Canopy. Additionally, there shall be no expansion of the size, or change to the design, of the Canopy without additional approvals and permitting by the Grantor. Said approvals and permits shall be issued at the sole discretion of the Grantor.

2. The Grantee will exercise the privilege granted herein at the Grantee's own risk and agrees indemnify and hold harmless the Grantor, as well as all officials, employees and agents of the Grantor, against any and all liability for injury or damages sustained to any person or property relating to the Grantee's exercise of the rights granted herein, including reasonable legal fees, resulting from, arising out of, or in any way connected to the exercise of the rights granted to the Grantee, its successors and/or assigns, except to the extent that any claims or damages are caused by the gross negligence or willful misconduct of the Grantor.

3. The Grantee acknowledges that additional approvals may be required from other agencies and/or authorities, besides the Grantor, that may have jurisdiction over the easement area. Grantor represents, however, that it is unaware of any other specific agency or authority that presently has jurisdiction of the easement area. In any event, it is the Grantee's sole responsibility to investigate whether any other agencies or authorities have such jurisdiction and, if so, to obtain the requisite approval(s) from said agencies and/or authorities; provided, however, that the Grantor agrees to cooperate in any effort of the Grantee to obtain the consent of any such agency or authority to use of the easement area for the purpose stated herein.

4. The Grantor represents that it has not entered into any other license or easement agreement(s) with others for use of the easement area.

5. Use of the easement area by the Grantee and all successors in title and/or assigns shall only be for the Canopy identified herein, and for no other purpose(s).

6. The Grantee shall not install, erect or place any signage, or any other identifying markings of any type, within the easement area, nor shall it allow any signage or any other identifying markings of any type to be installed, erected or placed within the easement area, except as may be permitted by Grantor in the future, following proper application to the Mayor and Council of the Grantor and receipt of such permits and approvals as may be necessary to comply with City ordinances or to allow a variance therefrom. Issuance of said permits and approvals shall be at the sole discretion of the Grantor. If the Mayor and Council of the Grantor reject the Grantee's proposal(s) in this regard, then the Grantee shall not be permitted to install, erect or place signage or other identifying markings within the easement area.

7. This Agreement shall be recorded and shall be binding upon and inure to the benefit of the parties hereto, their grantees, successors, heirs and/or assigns and shall run with the land so that the same shall be binding on and inure to the benefit of all future owners of the Property. Any reference herein to the Grantee (including all responsibilities and restrictions

imposed upon the Grantee) shall apply to all future grantees, successors, heirs and/or assigns of the Property.

8. This Agreement may be amended and modified only by an instrument in writing, executed by the parties hereto, or their successors and/or assigns.

9. This Agreement will be governed by and construed in accordance with the laws of the State of New Jersey.

10. This Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11. To the maximum extent permitted by law, the parties waive their respective rights to a trial by jury in any litigation or action arising out of or relating to this Agreement.

**IN WITNESS WHEREOF**, the parties have signed this Agreement the day and year first written above.

|                   |                      |
|-------------------|----------------------|
| WITNESS:          | Santander Bank, N.A. |
| _____             | _____                |
| Print Name: _____ | By: _____            |
|                   | Title: _____         |

and

|                   |                      |
|-------------------|----------------------|
| WITNESS:          | Santander Bank, N.A. |
| _____             | _____                |
| Print Name: _____ | By: _____            |
|                   | Title: _____         |

|                        |                         |
|------------------------|-------------------------|
| ATTEST:                | City of Asbury Park     |
| _____                  | _____                   |
| By: Cindy A. Dye       | By: Honorable John Moor |
| Title: Municipal Clerk | Title: Mayor            |

COMMONWEALTH OF MASSACHUSETTS, COUNTY OF SUFFOLK SS:

I CERTIFY that on \_\_\_\_\_, 2019, before me, the subscriber, a Notary Public of the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, and this person acknowledged under oath, to my satisfaction, that:

- (a) this person signed and delivered the foregoing document as \_\_\_\_\_ of SANTANDER BANK, N.A, a national banking association, (the "Entity"), the Entity named in this document; and
- (b) this document was voluntarily signed and delivered on behalf of the Entity with proper authorization.

\_\_\_\_\_  
NOTARY PUBLIC

COMMONWEALTH OF MASSACHUSETTS, COUNTY OF SUFFOLK SS:

I CERTIFY that on \_\_\_\_\_, 2019, before me, the subscriber, a Notary Public of the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, and this person acknowledged under oath, to my satisfaction, that:

- (a) this person signed and delivered the foregoing document as \_\_\_\_\_ of SANTANDER BANK, N.A, a national banking association, (the "Entity"), the Entity named in this document; and
- (b) this document was voluntarily signed and delivered on behalf of the Entity with proper authorization.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEW JERSEY, COUNTY OF MONMOUTH SS:

I CERTIFY that on \_\_\_\_\_, 2019, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared CINDY A. DYE, and this person acknowledged under oath, to my satisfaction, that:

- (a) This person is the City Clerk of the City of Asbury Park, a New Jersey Municipal Corporation, the maker named in the within instrument;
- (b) This person is the attesting witness to the signing of this document by the proper corporate officer, who is the Hon. John Moor, the Mayor of the City;
- (c) This document was signed and delivered by the Corporation as its voluntary act, duly authorized by a proper Ordinance of the Mayor and City Council (Ordinance No. \_\_\_\_\_, adopted on \_\_\_\_\_);
- (d) This person well and truly knows the corporate seal which was affixed to this document; and
- (e) This person signed this proof to attest to the truth of these facts.

\_\_\_\_\_  
NOTARY PUBLIC

Attachment: Easement Agreement Santander-Asbury 5.2.19 (2019-22 : Air Easement for 306 Main Street)

## EXHIBIT “A”

Attachment: Easement Agreement Santander-Asbury 5.2.19 (2019-22 : Air Easement for 306 Main Street)

006000.000836.6158522\_1

**WILLIAM DiMARZO & SON, ASSOC., INC.****SURVEYORS – PLANNERS**

2204 Morris Avenue, Suite 103

P.O. Box 1717

Union, New Jersey 07083-1717

Telephone: (908) 686-2380 / Fax : (908) 686-7640

**Metes and Bounds Description**

for

**St. No. 308 Main Street****Tax Lot 9 Block 2508**

City of Asbury, Monmouth County, New Jersey

Beginning at a point on the easterly line of Main Street ( a.k.a. N.J. State Highway Route No. 71 ) distant 66.67 feet northerly from the intersection of the said easterly line of Main Street with the northerly line of Mattison Avenue; thence,

- 1) Along the said easterly line of Main Street,  
North 25 degrees 15 minutes East, 66.67 feet; thence,
- 2) South 64 degrees 45 minutes East, 123.33 feet; thence,
- 3) South 25 degrees 15 minutes West, 33.34 feet; thence,
- 4) North 64 degrees 45 minutes West, 7.69 feet; thence,
- 5) South 25 degrees 23 minutes West, 17.33 feet; thence,
- 6) North 64 degrees 45 minutes West, 55.57 feet; thence,
- 7) South 25 degrees 15 minutes West, 16.00 feet; thence,
- 8) North 64 degrees 45 minutes West, 60.00 feet to the  
said easterly line of Main Street and the point and place  
of beginning,

Lot Area = 7,075 S.F.

Above described property subject to a Canopy Easement (13 feet x 5 feet) being further described as:

Beginning at a point on the easterly line of Main Street ( a.k.a. N.J. State Highway Route No. 71 ) distant 93.45 feet northerly from the intersection of the said easterly line of Main Street with the northerly line of Mattison Avenue; thence,

- 1) Along the said easterly line of Main Street,  
North 25 degrees 15 minutes East, 13.0 feet; thence,
- 2) North 64 degrees 45 minutes West, 5.0 feet; thence,
- 3) South 25 degrees 15 minutes East, 13.0 feet; thence,
- 4) South 64 degrees 45 minutes East, 5.0 feet the point and place  
of beginning,

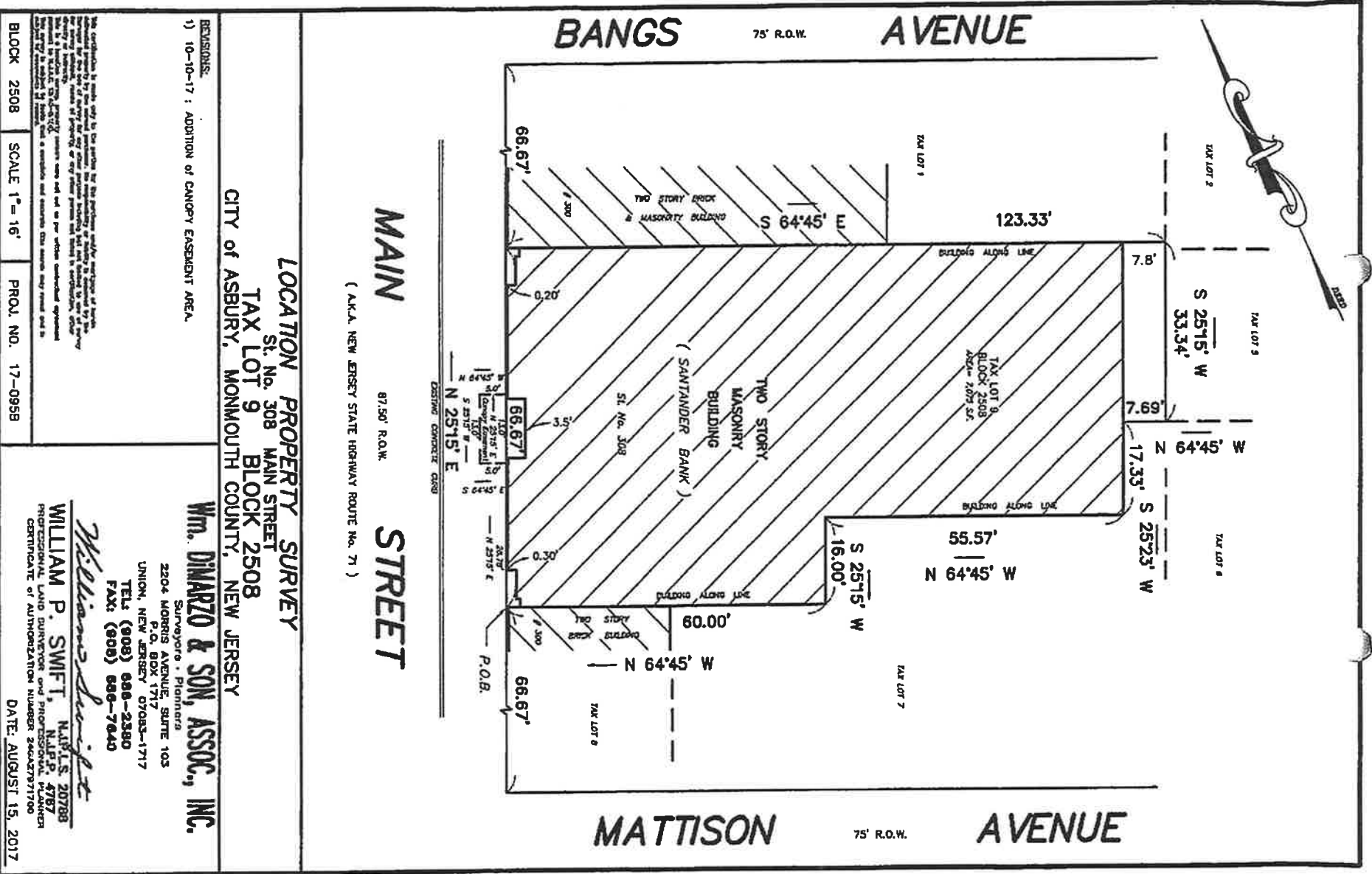
Easement Area = 65 S.F.

The above description is drawn in accordance with a Location Property Survey  
by William DiMarzo & Son Associates, Inc.,  
dated August 15, 2017, revised October 10, 2017.

## EXHIBIT “B”

Attachment: Easement Agreement Santander-Asbury 5.2.19 (2019-22 : Air Easement for 306 Main Street)

006000.000836.6158522\_1



**MAIN STREET**  
87.50' R.O.W.  
(AKA, NEW JERSEY STATE HIGHWAY ROUTE No. 71)

**LOCATION PROPERTY SURVEY**  
St. No. 308 MAIN STREET  
**TAX LOT 9 BLOCK 2508**  
CITY OF ASBURY, MONMOUTH COUNTY, NEW JERSEY

**REASONS:**  
1) 10-10-17 : ADDITION OF CANOPY EASEMENT AREA.

**WM. DIMARZO & SON, ASSOC., INC.**  
Surveyors - Planners  
2204 MORRIS AVENUE, SUITE 103  
P.O. BOX 1717  
UNION, NEW JERSEY 07083-1717  
TEL: (908) 686-2380  
FAX: (908) 686-7640

*William P. Swift*  
**WILLIAM P. SWIFT, N.J.P.S. 20788**  
PROFESSIONAL LAND SURVEYOR and PROFESSIONAL PLANNER  
CERTIFICATE OF AUTHORIZATION NUMBER 24642797100

BLOCK 2508 SCALE 1" = 16' PROJ. NO. 17-095B

DATE: AUGUST 15, 2017

## EXHIBIT “C”

Attachment: Easement Agreement Santander-Asbury 5.2.19 (2019-22 : Air Easement for 306 Main Street)

006000.000836.6158522\_1



**Asbury Park, New Jersey  
ORDINANCE NO. 2019-26**

**AN ORDINANCE AMENDING SALARIES OF CERTAIN EMPLOYEES WITHIN THE  
CITY OF ASBURY PARK, MONMOUTH COUNTY, NJ**

**WHEREAS**, the City has determined that the Amending of the following position is required for the efficient operation of the City.

**NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED**, by the Mayor and Council of the City of Asbury Park that the following Title and Annual Salaries be amended as

|                                 | <b>Minimum</b>   | <b>Maximum</b>    |
|---------------------------------|------------------|-------------------|
| <b>Planning Board Secretary</b> | <b>\$2500.00</b> | <b>\$7,500.00</b> |
| <b>Zoning Board Secretary</b>   | <b>\$2500.00</b> | <b>\$7,500.00</b> |

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

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2019-26 which was finally adopted by the City Council at a meeting held on the 26th day of June, 2019

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CINDY A. DYE  
CITY CLERK



**Asbury Park, New Jersey  
ORDINANCE NO. 2019-27**

**ORDINANCE OF THE CITY OF ASBURY PARK AMENDING CHAPTER III  
ESTABLISHING SECTION 3-39: USE OF ELECTRIC SCOOTERS**

**WHEREAS**, the City of Asbury Park (the “City”) has previously established certain police regulations, such as operating bicycles within the City; and

**WHEREAS**, the State of New Jersey has recently approved legislation that legalizes the operation of low-speed electric vehicles, including electric scooters (e-scooters), on public streets in New Jersey; and

**WHEREAS**, e-scooters may play an integral role in achieving the City's goals to reduce vehicular congestion and parking demand while promoting sustainable transportation options; and

**WHEREAS**, e-scooter usage is anticipated to grow significantly in the City of Asbury Park with the impending launch of pilot e-scooter programs; and

**WHEREAS**, the rights and responsibilities of e-scooter operators are currently undefined in the City of Asbury Park; and

**WHEREAS**, the proposed additions to Chapter III outlined below aim to provide clarify regarding safe and legal riding of e-scooters and provide law enforcement with the necessary tools to promote the well-being of all street users in the City of Asbury Park; and

**WHEREAS**, it is the intention of the Mayor and Council that the revisions set forth herein shall amend the regulations contained within Chapter III, entitled “Police Regulations,” 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 licensing regulations are hereby approved and adopted for use within the City of Asbury Park, and that Chapter III, entitled “Police Regulations,” of the “Code of the City of Asbury Park, New Jersey,” is hereby amended as follows:

**3-39 USE OF ELECTRIC SCOOTERS.**

**3-39.1 Scope.**

The provisions of this section shall apply whenever an electric scooter is operated upon any street or upon any public way within the City of Asbury Park, subject only to those exceptions stated in this section. Where the provisions of this Article contradict and/or overlap with any state laws, the state law shall govern.

### **3-39.2 Definitions.**

As used in this article, the following terms shall have the meanings indicated:

**Electric Scooter:** A scooter with a floorboard that can be stood upon by the operator, with handlebars, and an electric motor that is capable of propelling the device with or without human propulsion at a maximum speed of less than 19 miles per hour.

**Shared Electric Scooter:** Any electric scooter owned by a company permitted to offer publicly accessible electric scooters through a pay-per-ride or subscription program.

**Private Electric Scooter:** Any electric scooter owned and operated by a private individual.

**User:** Any person who is operating an electric scooter.

### **3-39.3 Application of traffic laws to electric scooters.**

Every rider of an electric scooter shall obey all traffic regulations as established by N.J.S.A. 39:4-1 et seq., and all ordinances passed by the City as to the regulations of traffic on stop streets, one-way streets and through streets.

### **3-39.4 Electric scooter rules and regulations.**

#### *a. Obedience to traffic control devices.*

1. Any person operating an electric scooter shall obey the instructions of official traffic control signs, and other control devices applicable to vehicles, unless otherwise directed by a police officer.
2. Whenever authorized signs are erected indicating that a turning movement is restricted no person operating an electric scooter shall disobey the direction of any such sign, except where that person dismounts from the electric scooter to make the turn, in which event such person shall then obey the regulations applicable to pedestrians.
3. No person shall ride or operate an electric scooter in any direction except that permitted of vehicular traffic traveling on the same side of the roadway.
4. Any person operating an electric scooter shall stop for pedestrians in crosswalks.

#### *b. Riding on roadways and bicycle paths generally.*

1. Every person operating an electric scooter upon a roadway shall ride as near to the right hand side of the roadway as practicable, exercising due care when passing a standing

vehicle or a vehicle proceeding in the same direction, unless an exclusive bicycle lane is provided.

2. Persons riding an electric scooter upon a roadway shall not ride more than two abreast except on paths or parts of roadways set aside for the exclusive use of bicycles.
3. Whenever a bicycle lane has been established on a roadway, any person operating an electric scooter upon the roadway at a speed less than the normal speed of traffic moving in the same direction shall ride within the bicycle lane, except that such a person may move out of the lane under any of the following situations:
  - a. Whenever overtaking or passing another electric scooter, bicycle, vehicle, or pedestrian within the lane or about to enter the lane if such overtaking and passing cannot be done safely within the lane.
  - b. When preparing for a turn at an intersection or into a private road or driveway.
  - c. When reasonably necessary to leave the bicycle lane to avoid debris or other hazardous conditions.

c. *User age restrictions.* No person younger than 18 shall operate an electric scooter.

d. *Manner of riding an electric scooter.* No electric scooter shall be used to carry more persons at one time than the number for which it is designed and equipped.

e. *Speed restrictions.* No person shall operate an electric scooter at a speed greater than is reasonable and prudent under the condition then existing provided it does not exceed 19 miles per hour.

f. *Yielding right-of-way from a bicycle path.* Every person operating an electric scooter on a bike path that is about to enter or cross a roadway shall yield the right-of-way to all traffic on such roadway.

h. *Electric scooters emerging from alleys or driveways; yielding right-of-way.* The operator of an electric scooter emerging from an alleyway, driveway, or building shall, upon approaching a sidewalk area extending across any alleyway or driveway, yield the right-of-way to all pedestrians or bicyclists approaching on the sidewalk or sidewalk area. Upon entering the roadway, the user shall yield the right-of-way to all vehicles approaching on the roadway.

i. *Attachment to motor vehicles.* No person riding upon any electric scooter shall attach the same or themselves to any vehicle upon a roadway and no operator of any vehicle shall knowingly allow any person riding upon any electric scooter to attach the same or themselves to the vehicle.

j. *Riding on sidewalks.*

1. No person shall ride an electric scooter upon a sidewalk.
2. Any person traveling on the sidewalk with an electric scooter shall dismount before entering the sidewalk thoroughway and walk the electric scooter along the sidewalk.
3. No person shall start or stop an electric scooter trip on the sidewalk.

k. *Carrying articles.* No person operating an electric scooter shall carry any package, bundle, or article which prevents the user from keeping both hands upon the handlebars.

l. *Lamps and equipment on electric scooters.*

1. Electric scooters in use at nighttime shall be equipped with a lamp on the front which shall emit a white light visible from a distance of at least 500 feet to the front with a lamp emitting a red light visible from a distance of 500 feet to the rear.
2. An electric scooter shall not be equipped with, nor shall any person use, any siren or whistle upon an electric scooter.
3. Electric scooters shall be equipped with a brake which will enable the operator to make the braked wheel skid on dry, level, clean pavement.
4. Electric scooters shall be equipped with a bell or other audible signal for the purposes of overtaking and passing any pedestrians, bicycles, or other electric scooters.
5. Electric scooters shall be equipped with a kick stand to prevent them from toppling over when parked.

m. *Electric scooter parking.*

1. Electric scooters shall be parked in designated electric scooter parking areas if they are available and advertised as such by either signage, pavement markings, or racks.
2. Electric scooters may be attached or secured to bicycle racks with a U-lock, chain lock, or any type of lock made specifically for bicycles. No person shall attach or secure an electric scooter to any fixed object not suited for electric scooter parking. No person shall leave an electric scooter lying on or standing upon the sidewalk in such a manner as to hinder or impede pedestrians.

n. *Abandonment of electric scooters.*

1. An electric scooter may be deemed abandoned by the City if:
  - a. It has been parked for a period of seven or more consecutive calendar days in the same location; or
  - b. It appears visually to be in a state of prolonged disuse such that it has deflated tires, damaged or missing equipment making it inoperable, accumulated leaves and debris associated with it; or
  - c. Seventy-five percent or more of the electric scooter is rusted; or
  - d. It is found in any other condition in which an electric scooter would be deemed abandoned.
2. It shall be unlawful for any person to abandon any electric scooter within the City.

3. In the event that an electric scooter is deemed to be abandoned by the City, the Police Department shall have the authority to remove the scooter from its location by any means necessary and be disposed of by the City.

o. *Shared electric scooter rental restriction.* The shared electric scooter user shall be the same person who made the rental reservation. No person shall rent a shared electric scooter for another user.

p. *Electric scooter charging.* No electric scooter battery shall be recharged in the public right-of-way without prior written authorization from the City.

q. *Electric scooter disposal.* All electric scooters shall be disposed of in a manner in accordance with State and Federal regulations as they relate to hazardous materials disposal.

### **3-39.5 Penalties.**

Penalties for violation of this chapter shall be as prescribed by State Statute (N.J.S.A. 39:4-10 through 39:4-14.15). For any violations other than those covered by the aforementioned statutes, the penalties shall be as follows: For the first offense, there shall be a fine not to exceed fifty (\$50.00) dollars; For each subsequent offense, there shall be a fine not to exceed one hundred (\$100.00) dollars.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2019-27 which was finally adopted by the City Council at a meeting held on the 26th day of June, 2019

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CINDY A. DYE  
CITY CLERK



**Asbury Park, New Jersey  
ORDINANCE NO. 2019-28**

**ORDINANCE OF THE CITY OF ASBURY PARK AMENDING CHAPTER VIII  
ESTABLISHING ARTICLE IV: VALET PARKING**

**WHEREAS**, the City of Asbury Park (the “City”) has previously established certain regulations for licensing of taxicabs, liveries, pedicabs and jitneys within the City; and

**WHEREAS**, a need has been identified to provide for valet parking services to serve the commercial areas of the City; and

**WHEREAS**, in order to provide an option for visitors to find available parking during peak demand periods, the City intends to conduct a valet parking pilot program; and

**WHEREAS**, individual businesses may choose to direct customers to the City's valet parking program or operate their own valet parking service; and

**WHEREAS**, no regulations regarding the operation of valet parking services in the City currently exist; and

**WHEREAS**, it is the intention of the Mayor and Council that the revisions set forth herein shall amend the regulations contained within Chapter VIII, entitled “Licensing and Regulation of Taxicabs, Liveries and Pedicabs,” 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 licensing regulations are hereby approved and adopted for use within the City of Asbury Park, and that Chapter VIII, entitled “Licensing and Regulation of Taxicabs, Liveries and Pedicabs,” of the “Code of the City of Asbury Park, New Jersey,” is hereby amended as follows:

**ARTICLE IV VALET PARKING**

**8-36 Definitions.**

As used in this article:

*Valet Parking* shall mean and include any person, firm or corporation engaged in, conducting or managing the receiving, taking possession of, driving, moving, parking, or leaving standing other persons’ motor vehicles, whether or not a charge is levied, and

whether or not such persons are employed by, or under contract to the business for which the vehicles are being parked.

*Valet Parking Operator* shall mean any person engaged in the business of Valet Parking.

*Valet Parking Attendant* shall mean any employee or agent of the Valet Parking Operator, who receives, takes possession of or moves any vehicle, or who handles the keys to any vehicle left with the attendant for Valet Parking.

*Public Right-of-Way* shall mean any area dedicated for public use as a public street, pedestrian way or other thoroughfare, including but not limited to, roadways, parkways, alleys, sidewalks and pedestrian ways.

*Ramping* shall refer to an area of right-of-way or parking facility where vehicles are permitted to be stopped in order to transfer the vehicle from a customer to a Valet Parking Attendant for the purpose of parking the vehicle at another location.

## **8-37 License; Rules and Regulations.**

### **8-37.1 Required.**

No person, establishment or entity shall conduct or engage in any valet parking operation upon any portion of the public right-of-way or utilize a City-owned public parking facility, except under the terms and conditions under the operator's valet parking license. Using the public street or right-of-way for drop-off and pick-up of vehicles in any manner must be done under the terms and conditions of the valet parking license.

### **8-37.2 Application.**

Valet parking service shall be operated only by the City of Asbury Park or additional commercially licensed and insured vendors of parking services holding valid city valet parking licenses.

### **8-37.3 Fee.**

- a. The annual license fee for establishing or maintaining a valet parking service shall be \$300, with an application fee of \$100.
- b. *Exceptions.* The annual license fee may be waived for any valet parking service operator which is contracted directly by the City of Asbury Park.

### **8-37.4 Issuance.**

Permits shall be issued only to permittees/operators that provide certification, in a format approved by the City Clerk and City attorney, that they have procured sufficient accessible off-street parking spaces for their valet parking services. On-street parking spaces shall not be included in the computation of sufficient parking spaces for valet parking. Agreements with owners of private parking lots for use by the valet parking service shall be provided to the City prior to issuance of a license.

### **8-37.5 Liability Insurance Required; Power of Attorney.**

- a. Prior to the issuance of a permit, the permittee/valet operator shall furnish the City Clerk with a signed statement, approved by the City attorney, that the permittee/operator shall hold harmless, indemnify and defend the City of Asbury Park, its officers and employees, for any claims for damages to property or injury to persons which may be occasioned by any activity carried on under the terms of the permit.
- b. Permittee shall furnish and maintain such public liability and property damage insurance a minimum of \$2,000,000 to protect all from claims and damage to property or bodily injury, including death, which may arise from operations under the permit or in connection therewith.
- c. The permittee/operator shall provide proof of all required insurance prior to receiving the permit.

### **8-37.6 Valet Permittees/Operators Regulations and Code of Conduct.**

- a. The permittee/operator shall maintain a key control booth at all valet parking locations until all cars have been claimed; or the permittee/operator shall have a 24-hour phone number for after-hours vehicle pick up information.
- b. All employees who operate motor vehicles shall have in their possession a valid State-issued driver's license in good standing and shall abide by all state New Jersey traffic regulations.
- c. All employees who shall operate motor vehicles shall do so in a safe and responsible manner.
- d. All employees shall be in uniforms identifying their names and the name of the valet operator/company.
- e. All employees should perform their duties in a courteous and professional manner.
- f. Valet Operators shall supply sufficient resources to process the volume of vehicles generated without impeding the safe flow of traffic. Ramping from a moving lane of traffic is strictly prohibited. Vehicles shall not be stored in ramping areas. Ramping of vehicles shall consist of allowing customers to enter or exit a vehicle and to turn it over to or retrieve it from valet employees. Ramping on public property shall not occur in any location other than the on-street/curbside spaces provided for ramping.
- g. Storage of vehicles shall only be in private off-street parking spaces or in leased municipal spaces as provided the by the City of Asbury Park. Valet operators shall clearly identify the vehicles in their possession during the entire period that the vehicle is in their possession.

### **8-37.7 Special Events and Residential Areas**

Valet Services operating for a special event may apply for a special event permit through the City's Office of Special Events. Special event parking shall be restricted to any event occurring no more than four times per year and lasting no longer than 8 hours in length. The special event permit will allow the valet operator to request from the City additional ramping and/or storage space, if available.

### **8-37.8 Violations**

- a. It shall be unlawful for a valet operator to provide or engage in valet parking service without a valid parking license issued pursuant to this article. A valet parking permit that has expired or has been suspended or revoked is not a valid permit.
- b. It shall be unlawful for a valet operator to provide or engage in valet parking service in violation of the terms and conditions of a valet parking permit that pertains to the valet parking service
- c. It shall be unlawful for a valet operator to stop or direct traffic.

#### **8-37.9 Enforcement**

Any person who violates Sec. 8-37.8 shall be subject to a civil penalty of \$100 for each violation and \$50 for each day the violation occurs.

#### **8-37.10 Rental and Operation of Municipal Parking Spaces**

- a. *Rental and Operation of Municipal Spaces* - The City of Asbury Park shall rent to the valet operator public on-street/curbside spaces that shall only be used for ramping of vehicles. In no event shall long-term storage take place in the ramp space rented. Vehicles shall not be stored in ramp area. A vehicle will be considered sore if it remains in the ramp area for more than fifteen (15) minutes. Ramping of vehicles shall consist of allowing customers to enter or exit a vehicle and to turn it over to or retrieve it from valet employees. Ramping shall only be operated in the public on-street/curbside spaces provided by the City of Asbury Park for ramping.
- b. Ramping on public property shall not occur in any location other than the on-street/curbside spaces provided for ramping. Leased spaces shall not be blocked by any type of sign, structure, or other type of object. Leased spaces shall not be cordoned off by any type of signage, rope or barrier of any kind, except for signage approved by the City of Asbury Park. At its sole discretion and judgment, the City of Asbury Park shall provide to the valet operator sufficient ramping space in a close proximity to the establishment being serviced, if sufficient spaces are available. If there is not sufficient space available for rental in front of the establishment, the City of Asbury Park shall lease spaces as close to the establishment as possible. Notwithstanding the above, ramping will not be allowed if the City of Asbury Park determines, at its sole discretion, that is would be an unsafe activity at that location.
- c. *Rental Fees For Public On-Street/Curbside Spaces* - The fees for use of rented spaces shall be \$15 per space/per day, seven (7) days per week for up to twelve hours per day. Fees assessed for 24 hour per day use shall be \$30 per day per space. Fees shall be paid bi-weekly, two (2) weeks in advance, commencing on the date the locations are rented to the valet operator by the City of Asbury Park. All additions or changes to existing leased public on-street/curbside parking spaces for ramping shall be paid upon request. All valet space lease requests shall be required in writing to the City of Asbury Park a minimum of twenty-four (24) hours in advance and received no later than 2:00 PM daily. Exceptions and lease cancellations not made within the prescribed period will be assessed a \$25

processing fee. Ramping fees may be waived or negotiated for any valet parking service operator which is contracted directly by the City of Asbury Park.

- d. *Number of Spaces Leased For Ramping* - The amount of ramping spaces available to the valet operator shall be determined by the frontage of the establishment being serviced provided there is sufficient public on-street/curbside spaces available for ramping, as determined in the sole discretion of the City of Asbury Park.
- e. *Subletting* - Leased public on-street/curbside or off-street spaces may not be sublet to another valet parking operator under any circumstance.

### **8-38 Cancellation and Revocation**

The City shall cancel and revoke the permit if the valet operator no longer services the commercial establishment, which authorized its operation at that location. This cancellation and revocation may be effective whether the valet operator voluntarily discontinues the service to the establishment, the establishment cancels or revokes authorization for the valet parking operator to service the location, or the City of Asbury Park cancels and revokes authorization for the valet operator to service the location.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2019-28 which was finally adopted by the City Council at a meeting held on the 26th day of June, 2019

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CINDY A. DYE  
CITY CLERK



**Asbury Park, New Jersey  
ORDINANCE NO. 2019-29**

**AN ORDINANCE AMENDING SALARIES OF CERTAIN EMPLOYEES WITHIN THE  
CITY OF ASBURY PARK, MONMOUTH COUNTY, NJ**

**Whereas**, the City has determined that the amending of the following position is required for the efficient operation of the City.

**NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED**, by the Mayor and Council of the City of Asbury Park that the following Title and Salaries be amended as

| <b>Title:</b>            | <b>Minimum</b> | <b>2019<br/>Maximum</b> | <b>2020<br/>Maximum</b> |
|--------------------------|----------------|-------------------------|-------------------------|
| <b>Parking Attendant</b> | <b>\$10.00</b> | <b>\$17.00</b>          | <b>\$19.00</b>          |

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2019-29 which was finally adopted by the City Council at a meeting held on the 26th day of June, 2019

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CINDY A. DYE  
CITY CLERK



**Asbury Park, New Jersey  
ORDINANCE NO. 2019-25**

**AN ORDINANCE AUTHORIZING THE CITY OF ASBURY PARK TO ACQUIRE THE REAL PROPERTY LOCATED AT 929 ASBURY AVENUE, ASBURY PARK, NEW JERSEY (BLOCK 403, LOT 11), FOR THE LOCATION OF A NEW FIREHOUSE AND ASSOCIATED FACILITIES.**

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

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

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

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

**WHEREAS**, pursuant to the New Jersey “Local Lands and Buildings Law,” N.J.S.A. 40A:12-1, et seq., a municipality may acquire any real property, capital improvement, personal property, or any interest or estate whatsoever therein, by purchase, pursuant to the adoption of an Ordinance; and

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

**WHEREAS**, the City has previously adopted Bond Ordinance(s) which provide for the necessary funding associated with the purchase of the Property; and

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

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

1. That, pursuant to N.J.S.A. 40A:12-1, et seq., the City is hereby authorized to acquire the property located at 929 Asbury Avenue within the City (Block 403, Lot 11) for the location of a new firehouse and associated facilities for fire prevention, emergency management services and related functions for the City.

2. That the City's acquisition of the Property is subject to and contingent upon the terms and conditions set forth in the Contract.
3. That all relevant City officials are authorized to execute any documents that are necessary in order to effectuate the acquisition of the Property, so long as said documents are in a form satisfactory to the City Manager and City Attorney.
4. That all relevant City officials are authorized to undertake all necessary activities in furtherance of the intentions of the within Ordinance and the Contract.
5. That this Ordinance shall become effective twenty (20) days following its final passage, in accordance with N.J.S.A. 40:69A-181(b).
6. That the provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction such judgment shall be limited in its effect only to the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.
7. That all other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2019-25 which was finally adopted by the City Council at a meeting held on the 10th day of July, 2019

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CINDY A. DYE  
CITY CLERK



Minutes  
Meeting of the Municipal Council  
Wednesday, June 26, 2019  
WORK SESSION

Announcement by the City Clerk

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

Deputy City Clerk Melody Hartsgrove called the meeting to order at 6:45 PM.

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

Special Event Applications

Leesha Floyd was present to review special event applications.

Items to be presented by Director of Planning Michele Alonso

1. Presentation by Michele Alonso, Director of Planning and Redevelopment, on removal of 405 Sewell Avenue (Block 3202, Lot 9) from the Scattered Site Redevelopment Program Phase 1A Redevelopment Plan

City Planner Michele Alonso presented to Council the request of a property owner at 405 Sewall Avenue to be removed from the Scattered Sites Redevelopment Plan 1A.

Review of Agenda Items for June 26th Regular Meeting

City Manager Capabianco reviewed the agenda for this evenings meeting.

Matters from City Council

Council Member Chapman stated that Music Mondays at Springwood Park has begun and will run until August 27th. There will be Fireworks on July 4th at the 2nd & 4th Avenue at 9:00 pm with a rain date of July 5th.

Council Member Clayton stated that the Board of Education is holding a Budget Meeting and encouraged residents to attend to learn about the Budget process.

Council Member Kendle stated that Movies in the Park will begin on July 3rd at the Springwood Park starting approximately around 8:30 PM it was a great event last year.

Deputy Mayor Quinn stated that Guest Parking Permits are now available, for questions contact the Parking Office or [parking@cityofasburypark.com](mailto:parking@cityofasburypark.com)

Mayor Moor stated that the grass roots Cannabis Festival will take place at Kennedy park from 11:00-5:00

Matters from City Manager

City Manager Capabianco had no matters.

Matters from City Attorney

City Attorney Raffetto had no matters.

Regular Meeting begins at 7 p.m.

Respectfully submitted by:

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Melody Hartsgrrove, Deputy City Clerk

# SCATTERED SITE REDEVELOPMENT PROGRAM PHASE 1A



## REDEVELOPMENT PLAN

CITY OF ASBURY PARK  
MONMOUTH COUNTY, NEW JERSEY



PREPARED BY:



OCTOBER 2003



Minutes  
Meeting of the Municipal Council  
Wednesday, June 26, 2019  
REGULAR MEETING

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

2019-229 Resolution Authorizing a meeting which excludes the public

.

|                  |                                                             |
|------------------|-------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                  |
| <b>MOVER:</b>    | Eileen Chapman, Councilmember                               |
| <b>SECONDER:</b> | Yvonne Clayton, Councilmember                               |
| <b>AYES:</b>     | Chapman, Clayton, Kendle, Quinn, Moor, Capabianco, Raffetto |

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

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

**PUBLIC PARTICIPATION**

Motion made by Council Member Chapman and seconded by Mayor Moor to open meeting to the public.

The Following members of the public spoke: Ernest Mignoli, Jay Harmon, Louise Murray Chris Georges, Rita Marano, Max LaCroix and Madaline Monaco.

**MINUTES**

|                  |                                       |
|------------------|---------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>            |
| <b>MOVER:</b>    | Eileen Chapman, Councilmember         |
| <b>SECONDER:</b> | Yvonne Clayton, Councilmember         |
| <b>AYES:</b>     | Chapman, Clayton, Kendle, Quinn, Moor |

1. Executive Minutes of June 12, 2019 4:00 PM
2. Municipal Council-Work Session-June 12, 2019 6:00 PM
3. **Motion to:** Municipal Council-Regular Meeting-June 12, 2019 7:00PM

### **CONSENT AGENDA RESOLUTIONS**

|                  |                                                             |
|------------------|-------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                  |
| <b>MOVER:</b>    | Eileen Chapman, Councilmember                               |
| <b>SECONDER:</b> | Yvonne Clayton, Councilmember                               |
| <b>AYES:</b>     | Chapman, Clayton, Kendle, Quinn, Moor, Capabianco, Raffetto |

2019-230 Award of Valet Parking Services for the City of Asbury Park

2019-231 Resolution Awarding a Professional Service Contract to Further Public Art

2019-241 Resolution Approving Special Event Applications

### **INDIVIDUAL RESOLUTIONS**

2019-232 Resolution Approving Payment of Bills

Council Member Clayton is abstaining on 19-01919

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

2019-233 Rescinding Resolution 2019-219 and Authorizing the Purchase of an ATV for the Beach Department from Mt. Holly MotorSports

|                  |                                       |
|------------------|---------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>            |
| <b>MOVER:</b>    | John Moor, Mayor                      |
| <b>SECONDER:</b> | Amy Quinn, Deputy Mayor               |
| <b>AYES:</b>     | Chapman, Clayton, Kendle, Quinn, Moor |

2019-234 Resolution Authorizing the Purchase of a Table-Top Tire Changer for the Department of Public Works

|                  |                                       |
|------------------|---------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>            |
| <b>MOVER:</b>    | Jesse Kendle, Councilmember           |
| <b>SECONDER:</b> | Yvonne Clayton, Councilmember         |
| <b>AYES:</b>     | Chapman, Clayton, Kendle, Quinn, Moor |

2019-235 Appointing the Firm of Kyle + McManmus Associates to Provide Affordable Housing Consultant Services for the City, and Authorizing the Execution of an Agreement for Professional Affordable Housing Services Associated Therewith.

**Appointing the Firm of Kyle + Mcmanus Associates to Provide Affordable Housing Consultant Services for the City, and Authorizing the Execution of an Agreement for Professional Affordable Housing Services Associated Therewith.**

|                  |                                       |
|------------------|---------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED AS AMENDED [UNANIMOUS]</b> |
| <b>MOVER:</b>    | Amy Quinn, Deputy Mayor               |
| <b>SECONDER:</b> | Eileen Chapman, Councilmember         |
| <b>AYES:</b>     | Chapman, Clayton, Kendle, Quinn, Moor |

2019-236 Resolution Authorizing Change Order Number 1 for the Construction of Basketball Court Project

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

2019-237 Resolution Authorizing the City of Asbury Park To Grant A Revocable License For Encroachment Over Certain Portions Of The Right-Of-Way Areas Adjacent To The Property Located At 623 Main Street And 810 Sewall Avenue (Block 2607, Lot 2), And Authorizing City Officials To Execute A License Agreement Associated Therewith.

|                  |                                       |
|------------------|---------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>            |
| <b>MOVER:</b>    | Eileen Chapman, Councilmember         |
| <b>SECONDER:</b> | Yvonne Clayton, Councilmember         |
| <b>AYES:</b>     | Chapman, Clayton, Kendle, Quinn, Moor |

2019-238 Resolution Approving 2019-2020 Liquor License Renewals

|                  |                                       |
|------------------|---------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>            |
| <b>MOVER:</b>    | Amy Quinn, Deputy Mayor               |
| <b>SECONDER:</b> | Yvonne Clayton, Councilmember         |
| <b>AYES:</b>     | Chapman, Clayton, Kendle, Quinn, Moor |

2019-239 Resolution to Approve Applying for Involuntary Disability Retirement for Kamil Warraich

|                  |                                       |
|------------------|---------------------------------------|
| <b>RESULT:</b>   | <b>TABLED [UNANIMOUS]</b>             |
|                  | <b>Next: 7/24/2019 7:00 PM</b>        |
| <b>MOVER:</b>    | Amy Quinn, Deputy Mayor               |
| <b>SECONDER:</b> | Jesse Kendle, Councilmember           |
| <b>AYES:</b>     | Chapman, Clayton, Kendle, Quinn, Moor |

2019-240 Resolution Approving 2019-2020 Liquor License Renewal for 1303-33-017-012  
Steinbach Liquor Lic. LLC Trading as Asbury Ale House

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

## **ORDINANCES**

### Introduction

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

|                  |                                                         |
|------------------|---------------------------------------------------------|
| <b>RESULT:</b>   | <b>TABLED [4 TO 1]</b>                                  |
|                  | <b>Next: 7/10/2019 7:00 PM</b>                          |
| <b>MOVER:</b>    | Amy Quinn, Deputy Mayor                                 |
| <b>SECONDER:</b> | Yvonne Clayton, Councilmember                           |
| <b>AYES:</b>     | Eileen Chapman, Yvonne Clayton, Jesse Kendle, Amy Quinn |
| <b>NAYS:</b>     | John Moor                                               |

2019-26 An Ordinance Amending Salaries of Certain Employees within the City of Asbury Park, Monmouth County, NJ

|                  |                                       |
|------------------|---------------------------------------|
| <b>RESULT:</b>   | <b>INTRODUCED [UNANIMOUS]</b>         |
|                  | <b>Next: 7/24/2019 7:00 PM</b>        |
| <b>MOVER:</b>    | Eileen Chapman, Councilmember         |
| <b>SECONDER:</b> | Yvonne Clayton, Councilmember         |
| <b>AYES:</b>     | Chapman, Clayton, Kendle, Quinn, Moor |

2019-27 Ordinance of the City of Asbury Park Amending Chapter III Establishing Section 3-39: Use of Electric Scooters

|                  |                                       |
|------------------|---------------------------------------|
| <b>RESULT:</b>   | <b>INTRODUCED [UNANIMOUS]</b>         |
|                  | <b>Next: 7/10/2019 7:00 PM</b>        |
| <b>MOVER:</b>    | Amy Quinn, Deputy Mayor               |
| <b>SECONDER:</b> | Yvonne Clayton, Councilmember         |
| <b>AYES:</b>     | Chapman, Clayton, Kendle, Quinn, Moor |

2019-28 Ordinance of the City of Asbury Park Amending Chapter VIII Establishing Article IV: Valet Parking

|                  |                                       |
|------------------|---------------------------------------|
| <b>RESULT:</b>   | <b>INTRODUCED [UNANIMOUS]</b>         |
|                  | <b>Next: 7/10/2019 7:00 PM</b>        |
| <b>MOVER:</b>    | Yvonne Clayton, Councilmember         |
| <b>SECONDER:</b> | Eileen Chapman, Councilmember         |
| <b>AYES:</b>     | Chapman, Clayton, Kendle, Quinn, Moor |

2019-29 An Ordinance Amending Salaries of Certain Employees within the City of Asbury Park, Monmouth County, NJ

|                  |                                       |
|------------------|---------------------------------------|
| <b>RESULT:</b>   | <b>INTRODUCED [UNANIMOUS]</b>         |
|                  | <b>Next: 7/24/2019 7:00 PM</b>        |
| <b>MOVER:</b>    | Amy Quinn, Deputy Mayor               |
| <b>SECONDER:</b> | Eileen Chapman, Councilmember         |
| <b>AYES:</b>     | Chapman, Clayton, Kendle, Quinn, Moor |

### **New Section**

#### Second Reading/Public Hearing

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

|                  |                                       |
|------------------|---------------------------------------|
| <b>RESULT:</b>   | <b>TABLED [UNANIMOUS]</b>             |
|                  | <b>Next: 7/10/2019 7:00 PM</b>        |
| <b>MOVER:</b>    | Amy Quinn, Deputy Mayor               |
| <b>SECONDER:</b> | John Moor, Mayor                      |
| <b>AYES:</b>     | Chapman, Clayton, Kendle, Quinn, Moor |

#### ADJOURNMENT

The meeting was adjourned at 8:00 PM

Respectfully submitted by:

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Melody Hartsgrrove, Deputy City Clerk