



Agenda
Meeting of the Municipal Council
Wednesday, July 11, 2018
WORK SESSION 6:00 PM

Clerk to Call Meeting to Order

Silent Prayer/Moment of Reflection.

Salute to the Flag

Announcement by the City Clerk

As to comply with the "Open Public Meetings Act," Chapter 231, P.L. 1975, adequate Notice of this meeting has been provided in the following manner: The Annual Notice was forwarded to the Asbury Park Press, The Coaster and The Star Ledger on January 4, 2018, 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 David Kaplan, City Auditor:
 - 1. Report of 2017 Audit
- D. Review of Agenda Items for July 11, 2018 Regular Meeting
- E. Matters from City Council
- F. Matters from City Manager
- G. Matters from City Attorney
- H. Regular Meeting begins at 7 p.m.



Agenda
Meeting of the Municipal Council
Wednesday, July 11, 2018
REGULAR MEETING 7:00 PM

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

2018-258 Resolution Authorizing a meeting which excludes the public

A. Contract Negotiations

1. Amendments to the Waterfront Redevelopment Plan
2. 406 Deal Lake Drive Easement Request
3. Tax Abatement - Fasano Properties for Dollar Tree Store
4. Redeveloper's Agreement - 545 Cookman Avenue - Carter Sackman

B. Litigation

1. Robert McKeon v. City of Asbury Park

C. 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 4, 2018, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

E. Proclamation Recognizing the Asbury Park Environmental Shade Tree Commission.

F. Public Participation

G. Minutes

- Executive Minutes of June 27, 2018 4:00 PM
- Municipal Council - Work Session - Jun 27, 2018 6:00 PM
- Municipal Council - Regular Meeting - Jun 27, 2018 7:00 PM

H. Individual Resolutions

- 2018-259 Resolution Approving Payment of Bills
- 2018-260 Resolution Accepting the 2017 Municipal Audit
- 2018-261 Resolution Authorizing Change Order Number 2 for the Firehouse Lintel Project
- 2018-262 Awarding a contract for improvements to Bridge and Heck Sts
- 2018-263 Resolution to Close-out Monmouth County Municipal Open Space Grants for Development Application Nos. 10-10, 12-10, 13-14 of Springwood Avenue Park Construction
- 2018-264 Authorizing Granting of a 5-Year Tax Exemption For Commercial Property to Be Designated On The City Of Asbury Park Tax Map As Block 302, Lot 7.01 (1105-1109 Memorial Drive) Pursuant To N.J.S.A. 40A:21-1 et seq.
- 2018-265 Amending FY15 and FY17 Annual Action Plans
- 2018-266 2018-266 : Authorizing receipt of additional funds for the 2016 - 2019 multi-purpose senior grant
- 2018-267 Resolution Approving Monmouth Lodge 122 IBPOE of WPRIDE of Asbury Temple 64 2017-2018 Liquor License Renewals
- 2018-268 Resolution Approving 2018-2019 Liquor License Renewal for 1303-33-013-001 Monmouth Lodge #122, IBPOE

I. Ordinances

1. Introduction

- 2018-30 Amending and Supplementing Subsection 30-61.9, Entitled “Permitted Exceptions,” of Section 30-61, “Signs,” of Article V, “Development Standards, of Chapter XXX, “Land Development Regulations,” of The “Code of The City of Asbury Park, New Jersey.”
- 2018-31 Approving and Adopting an Amendment To The Main Street Redevelopment Plan

2. Second Reading/Public Hearing

- 2018-21 An Ordinance of the City of Asbury Park, County of Monmouth and State of New Jersey Adding Chapter Two Section Eighty-Eight "Development Fees" to the Code of the City of Asbury Park

2018-29 Authorizing The City Of Asbury Park To Convey An Easement Over Certain Portions Of The Public Right-Of-Way Area Adjacent To the Property Located At 545 Lake Avenue (To Be Known As Block 3105, Lot 4.02).

J. Adjournment

**RESOLUTION NO. 2018-258****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 July 11, 2018 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. Contract Negotiations

1. Amendments to the Waterfront Redevelopment Plan
2. 406 Deal Lake Drive Easement Request
3. Tax Abatement – Fasano Properties for Dollar Tree Store
4. Redeveloper's Agreement - 545 Cookman Avenue - Carter Sackman

B. Litigation

1. Robert McKeon v. City of Asbury Park

C. Attorney-Client Privilege

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

CINDY A. DYE
CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, June 27, 2018
WORK SESSION

Announcement by the City Clerk

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

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

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

City Manager Capabianco stated that there were no prior matters to discuss.

Special Event Applications

Leesha Floyd reviewed the special event applications with the City Council.

Review of Agenda Items for June 27, 2018 Regular Meeting

City Manager Capabianco reviewed the agenda items with the City Council.

Matters from City Council

Council Member Chapman stated that the 4th of July fireworks will begin at 9 a.m. She wished everyone a safe and happy 4th of July. She reminded everyone of the various concert series in town.

Council Member Clayton stated that this month is African American Music Appreciation Month. She invited everyone to celebrate and go view exhibits. She also indicated that if anyone has memorabilia to please bring and share.

Matters from City Manager

City Manager Capabianco stated that a Council Member wants to amend the sun shade to a multi-weather shade at Springwood Ave park. Needs to know Council's wishes as the bond ordinance needs to be amended.

Matters from City Attorney

City Attorney Raffetto stated that there were numerous noise complaints regarding the Festival of Life. The Police Department delivered a letter regarding possible action.

Regular Meeting begins at 7 p.m.

Respectfully submitted by:

Cindy A. Dye, RMC, City Clerk

Minutes Acceptance: Minutes of Jun 27, 2018 6:00 PM (Minutes)



Minutes
Meeting of the Municipal Council
Wednesday, June 27, 2018
REGULAR MEETING

Executive Session - 4:00 p.m.

2018-237 Resolution Authorizing a meeting which excludes the public

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

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

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

PUBLIC PARTICIPATION

Motion made by Council Member Clayton and seconded by Council Member Chapman to open the meeting to the public. All were in favor.

The following members of the public spoke: Jan Sparrow, Scott Aslong, Robert Weiner, Malcom Navis, Tom Pavinski, James Magnolia, Glen Massanello, Mark Studdy. Mike Sadano, Nancy Sabino, Peter Seagall, Ernest Mignoli, Jennifer Lambert.

Motion made by Council Member Clayton and seconded by Council Member Chapman to close the meeting to the public. All were in favor.

MINUTES

Minutes Acceptance: Minutes of Jun 27, 2018 7:00 PM (Minutes)

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

1. Executive Minutes of Jun 13, 2018 8:00 PM
2. Municipal Council - Work Session - Jun 13, 2018 6:00 PM **Accepted**
3. Municipal Council - Regular Meeting - Jun 13, 2018 7:00 PM **Accepted**

CONSENT AGENDA RESOLUTIONS

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

- 2018-238 Resolution Approving Special Event Applications
- 2018-239 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2018 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - 2018 Clean Communities Grant
- 2018-240 Resolution Authorizing a "Dedication by Rider" to the Budget of the City of Asbury Park in the County of Monmouth For Parking Garage Pursuant to N.J.S.A. 40A:4-39
- 2018-241 A Resolution of the City of Asbury Park Releasing the Performance Bond for Block 2508, Lot 2 - 700 Bangs Avenue and Accepting Maintenance Guarantee
- 2018-242 Authorizing Execution Of A Shared Services Agreement With Passaic Valley Sewerage Commission for Sludge Disposal
- 2018-243 Resolution Approving an Agreement for Services Contract with ROK Industries, Inc. d/b/a NJTaxlieninvestor.com, for Internet-Based Electronic Tax Sale Processing for 2018
- 2018-244 Resolution Accepting a Donation of a Parklet
- 2018-245 Authorizing the City of Asbury Park to Amend the Contract for the Rental of Stand-Up Paddle Boards, Kayaks, and/or other Recreational Devices to the Public in a Designated Area of the Deal Lake

INDIVIDUAL RESOLUTIONS

Minutes Acceptance: Minutes of Jun 27, 2018 7:00 PM (Minutes)

2018-246 Resolution Approving Payment of Bills

Council Member Chapman abstains from POs 18-01925; 18-00372; 18-01888; 18-00373 and 18-01880.

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

2018-247 Resolution Appointing Land Use Attorney

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

2018-248 Resolution Appointing Alternate City Prosecutor

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

2018-249 Resolution Approving Change Order #5 for Fourth Avenue Improvements

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

2018-250 Resolution Approving Change Order #6 for Fourth Avenue Improvements

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

2018-251 Resolution Amending the Metered Parking Requirements for the Bangs Avenue Garage in the Downtown Area of the City, Effective the First Saturday of Each Month During the Time Period From July through September 2018

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

2018-252 Resolution Adopting the Personnel Policy for 2018

Motion to approve with changes as discussed in closed session.

RESULT:	ADOPTED [3 TO 1]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Amy Quinn
NAYS:	John Moor
ABSENT:	Jesse Kendle

2018-253 Resolution Approving 2018-2019 Liquor License Renewals

The City Clerk announced the following changes to all liquor licenses adopted this evening:

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.

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

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

2018-254 A Resolution Approving a Liquor License with Special Conditions for D.B. Ventures, LLC d/b/a Johnny Mac's for the 2018-2019 Licensing Year

This resolution is being amended per the discussion that occurred in executive session this evening. The amendment is to remove condition A.4 of the resolution. Do I have motion to approve the amended resolution.

RESULT:	ADOPTED [3 TO 1]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	John Moor, Mayor
AYES:	Eileen Chapman, Yvonne Clayton, John Moor
NAYS:	Amy Quinn
ABSENT:	Jesse Kendle

2018-255 A Resolution Approving a Liquor License with Special Conditions for Bond Street Bar & Grill, LLC (d/b/a Bond Street Bar and Grill, Capitoline and Loteria) for the 2018-2019 Licensing Year

This resolution is being amended per the discussion that occurred in executive session this evening. The amendment is condition 1 that the Licensee shall hire two (2) off-duty police officers or one (1) off-duty police officer and one (1) security guard on Friday nights and Saturday nights and nights prior to holidays from 10:30 p.m. to 2:30 a.m. from the weekend before Memorial Day through the weekend after Labor Day and all major holidays. Do I have motion to approve the amended resolution.

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

2018-256 A Resolution Approving a Liquor License with Special Conditions for Porta at Asbury Park, LLC d/b/a Porta for the 2018-2019 Licensing Year

This resolution is being amended per the discussion that occurred in executive session this evening. The amendment is condition 15 that the Licensee shall have no new patrons after 1 a.m. Do I have motion to approve the amended resolution.

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

2018-257 A Resolution Approving the Renewal of Hotel Liquor License No. 1303-36-069-001, which is held by 210 5th Ave. Venture Urban Renewal, LLC, D/B/A The Asbury Hotel, for the 2018-2019 License Term

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

ORDINANCES

Introduction

2018-29 Authorizing The City Of Asbury Park To Convey An Easement Over Certain Portions Of The Public Right-Of-Way Area Adjacent To the Property Located At 545 Lake Avenue (To Be Known As Block 3105, Lot 4.02).

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 7/11/2018 7:00 PM
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Amy Quinn, John Moor
ABSENT:	Jesse Kendle

Second Reading/Public Hearing

2018-21 An Ordinance of the City of Asbury Park, County of Monmouth and State of New Jersey Adding Chapter Two Section Eighty-Eight "Development Fees" to the Code of the City of Asbury Park

RESULT:	TABLED [3 TO 1]
	Next: 7/11/2018 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Eileen Chapman, Councilmember
AYES:	Eileen Chapman, Amy Quinn, John Moor
NAYS:	Yvonne Clayton
ABSENT:	Jesse Kendle

Minutes Acceptance: Minutes of Jun 27, 2018 7:00 PM (Minutes)

2018-27 Bond Ordinance Amending and Supplementing Bond Ordinance Number 2018-4 (Which Provides for Various 2018 Capital Improvements) Heretofore Finally Adopted by the City Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey, on February 28, 2018, to Amend the Description Set Forth Therein

Motion made by Deputy Quinn and seconded by Council Member Chapman to open the ordinance to the public. All were in favor.

No one from the public spoke.

Motion made by Council Member Clayton and seconded by Council Member Chapman close the ordinance to the public. All were in favor.

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

2018-28 Ordinance of the City of Asbury Park Amending Traffic and Parking Regulations Chapter VII

Motion made by Deputy Mayor Quinn and seconded by Mayor Moor to open the ordinance to the public. All were in favor.

The following members of the public spoke: Christopher (?)

Motion made by Mayor Moor and seconded by Council Member Chapman to close the ordinance to the public. All were in favor.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Yvonne Clayton
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Eileen Chapman, Yvonne Clayton, Amy Quinn, John Moor
ABSENT:	Jesse Kendle

ADJOURNMENT

The meeting was adjourned at

Respectfully submitted by:

Cindy A. Dye, RMC, City Clerk



RESOLUTION NO. 2018-259

RESOLUTION APPROVING PAYMENT OF BILLS

BE IT RESOLVED by the Mayor and Council of the City of Asbury Park that this body will hold a meeting on July 11, 2018 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:

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

BE IT RESOLVED, that these vouchers payable totaling \$1,759,991.13

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	\$ 638,604.90
BOARD OF EDUCATION	616,621.00
STATE HEALTH BENEFITS	<u>504,765.23</u>
 TOTAL VOUCHERS	 \$ <u>1,759,991.13</u>

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

CINDY A. DYE
CITY CLERK

July 5, 2018
12:26 PM

CITY OF ASBURY PARK
Purchase Order Listing 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: N Aprv: N Rcvd: Y
Range: 7-First to 8-Last Bid: Y State: Y Other: Y Exempt: Y
Rcvd Batch Id Range: First to Last Encumbrance Date Range: First to 12/31/18 Include Non-Budgeted: Y
Department Page Break: No Subtotal CAFR: Yes Subtotal Department: Yes Subtotal Extd: Yes

Budget Account	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
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Fund: CURRENT
Department: POLICE DEPARTMENT
Extd: POLICE DEPARTMENT

7-01-25-240-000-201	POLICE General Plant					
STATOX	STATE TOXICOLOGY LABORATORY	18-01442 (19)	Applicant Analysis	855.00	0.00	
	Extd Total: POLICE DEPARTMENT			855.00		
	Department Total: POLICE DEPARTMENT			855.00		
	CAFR Total:			855.00		

Department: STREETS & ROADS MAINTENANCE
Extd: STREETS & ROADS MAINTENANCE

7-01-26-290-000-201	STREETS & ROAD General Plant					
STASUP	STANDARD SUPPLY CO. INC.	17-02489	Various Supplies, Tools, etc	44.65	0.00	B
7-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
NETWOR	NETWORKFLEET, INC.	17-03146 Q# 159925	GPS Diagnostics, etc	391.00	0.00	
	Extd Total: STREETS & ROADS MAINTENANCE			435.65		
	Department Total: STREETS & ROADS MAINTENANCE			435.65		
	CAFR Total:			435.65		
	Fund Total: CURRENT			1,290.65		

Fund: BEACH
Department: BEACH UTILITY O/E: OTHER EXPENSES:
Extd: BEACH UTILITY O/E: OTHER EXPENSES:

7-05-55-502-000-201	BEACH UTILITY O/E: General Plant					
TMASSO	T & M ASSOCIATES	17-04005 LAF333596		3,238.44	0.00	B
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			3,238.44		
	Department Total: BEACH UTILITY O/E: OTHER EXPENSES:			3,238.44		
	CAFR Total:			3,238.44		
	Fund Total: BEACH			3,238.44		
	Year Total:			4,529.09		

Fund: CURRENT
Department: ADMINISTRATION
Extd: ADMINISTRATION

8-01-20-100-000-201	ADMINISTRATION General Plant					
MAIBES	MAILS BEST FRIEND, LLC	18-01480	SmarterMail Renewal	2,173.00	0.00	
SHIINT	SHI INTERNATIONAL CORP	18-01753 Q#1539296	- Solid State HDD	222.87	0.00	
SHIINT	SHI INTERNATIONAL CORP	18-01778 Q#15377847	- ESET Antivirus	849.00	0.00	
WATSPR	WATCHUNG SPRING WATER CO., INC.	18-02071	water services 5/10-6/6/18	50.71	0.00	

Attachment: BILL LIST 7-11-18 (2018-259 : Payment of Bills)

July 5, 2018
12:26 PM

CITY OF ASBURY PARK
Purchase Order Listing 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: N Aprv: N Rcvd: Y
Range: 7-First to 8-Last Bid: Y State: Y Other: Y Exempt: Y
Rcvd Batch Id Range: First to Last Encumbrance Date Range: First to 12/31/18 Include Non-Budgeted: Y
Department Page Break: No Subtotal CAFR: Yes Subtotal Department: Yes Subtotal Extd: Yes

Budget Account	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
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Fund: CURRENT
Department: POLICE DEPARTMENT
Extd: POLICE DEPARTMENT

7-01-25-240-000-201	POLICE General Plant					
STATOX	STATE TOXICOLOGY LABORATORY	18-01442 (19)	Applicant Analysis	855.00	0.00	
	Extd Total: POLICE DEPARTMENT			855.00		
	Department Total: POLICE DEPARTMENT			855.00		
	CAFR Total:			855.00		

Department: STREETS & ROADS MAINTENANCE
Extd: STREETS & ROADS MAINTENANCE

7-01-26-290-000-201	STREETS & ROAD General Plant					
STASUP	STANDARD SUPPLY CO. INC.	17-02489	Various Supplies, Tools, etc	44.65	0.00	B
7-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
NETWOR	NETWORKFLEET, INC.	17-03146 Q# 159925	GPS Diagnostics, etc	391.00	0.00	
	Extd Total: STREETS & ROADS MAINTENANCE			435.65		
	Department Total: STREETS & ROADS MAINTENANCE			435.65		
	CAFR Total:			435.65		
	Fund Total: CURRENT			1,290.65		

Fund: BEACH
Department: BEACH UTILITY O/E: OTHER EXPENSES:
Extd: BEACH UTILITY O/E: OTHER EXPENSES:

7-05-55-502-000-201	BEACH UTILITY O/E: General Plant					
TMASSO	T & M ASSOCIATES	17-04005 LAF333596		3,238.44	0.00	B
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			3,238.44		
	Department Total: BEACH UTILITY O/E: OTHER EXPENSES:			3,238.44		
	CAFR Total:			3,238.44		
	Fund Total: BEACH			3,238.44		
	Year Total:			4,529.09		

Fund: CURRENT
Department: ADMINISTRATION
Extd: ADMINISTRATION

8-01-20-100-000-201	ADMINISTRATION General Plant					
MAIBES	MAILS BEST FRIEND, LLC	18-01480	SmarterMail Renewal	2,173.00	0.00	
SHIINT	SHI INTERNATIONAL CORP	18-01753 Q#1539296	- Solid State HDD	222.87	0.00	
SHIINT	SHI INTERNATIONAL CORP	18-01778 Q#15377847	- ESET Antivirus	849.00	0.00	
WATSPR	WATCHUNG SPRING WATER CO., INC.	18-02071	water services 5/10-6/6/18	50.71	0.00	

Attachment: BILL LIST 7-11-18 (2018-259 : Payment of Bills)

July 5, 2018
12:26 PM

CITY OF ASBURY PARK
Purchase Order Listing 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
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Rcvd Batch Id Range: First to Last Encumbrance Date Range: First to 12/31/18 Include Non-Budgeted: Y
Department Page Break: No Subtotal CAFR: Yes Subtotal Department: Yes Subtotal Extd: Yes

Budget Account	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund:	CURRENT					
Department:	POLICE DEPARTMENT					
Extd:	POLICE DEPARTMENT					
7-01-25-240-000-201	POLICE General Plant					
STATOX	STATE TOXICOLOGY LABORATORY	18-01442	(19) Applicant Analysis	855.00	0.00	
	Extd Total:		POLICE DEPARTMENT	855.00		
	Department Total:		POLICE DEPARTMENT	855.00		
	CAFR Total:			855.00		
Department:	STREETS & ROADS MAINTENANCE					
Extd:	STREETS & ROADS MAINTENANCE					
7-01-26-290-000-201	STREETS & ROAD General Plant					
STASUP	STANDARD SUPPLY CO. INC.	17-02489	Various Supplies, Tools, etc	44.65	0.00	B
7-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
NETWOR	NETWORKFLEET, INC.	17-03146	Q# 159925 GPS Diagnostics, etc	391.00	0.00	
	Extd Total:		STREETS & ROADS MAINTENANCE	435.65		
	Department Total:		STREETS & ROADS MAINTENANCE	435.65		
	CAFR Total:			435.65		
	Fund Total:		CURRENT	1,290.65		
Fund:	BEACH					
Department:	BEACH UTILITY O/E: OTHER EXPENSES:					
Extd:	BEACH UTILITY O/E: OTHER EXPENSES:					
7-05-55-502-000-201	BEACH UTILITY O/E: General Plant					
TMASSO	T & M ASSOCIATES	17-04005	LAF333596	3,238.44	0.00	B
	Extd Total:		BEACH UTILITY O/E: OTHER EXPENSES:	3,238.44		
	Department Total:		BEACH UTILITY O/E: OTHER EXPENSES:	3,238.44		
	CAFR Total:			3,238.44		
	Fund Total:		BEACH	3,238.44		
	Year Total:			4,529.09		
Fund:	CURRENT					
Department:	ADMINISTRATION					
Extd:	ADMINISTRATION					
8-01-20-100-000-201	ADMINISTRATION General Plant					
MAIBES	MAILS BEST FRIEND, LLC	18-01480	SmarterMail Renewal	2,173.00	0.00	
SHIINT	SHI INTERNATIONAL CORP	18-01753	Q#1539296 - Solid State HDD	222.87	0.00	
SHIINT	SHI INTERNATIONAL CORP	18-01778	Q#15377847 - ESET Antivirus	849.00	0.00	
WATSPR	WATCHUNG SPRING WATER CO., INC.	18-02071	water services 5/10-6/6/18	50.71	0.00	

Attachment: BILL LIST 7-11-18 (2018-259 : Payment of Bills)

July 5, 2018
12:26 PM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Page 3.H.1.a

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
8-01-20-100-000-201	ADMINISTRATION	General Plant	Continued			
TANNOR	TANNER NORTH JERSEY, INC.	18-02093	wheels for conference chairs	564.00	0.00	
VERIZON	VERIZON WIRELESS	18-02139	#342014128-00001 5/5-6/4/18	75.17	0.00	
CASDIC	CASSANDRA DICKERSON	18-02245	Movies for Movies in the Park	65.99	0.00	
				<u>4,000.74</u>		
8-01-20-100-000-209	ADMINISTRATION	Fees				
MUNCAP	MUNICIPAL CAPITAL CORPORATION	18-01966	#16024:PMT. 32 OF 60	415.22	0.00	
CLACAN	CLARKE CATON & HINTZ	18-02215	Services through 5/25/18	321.50	0.00	
				<u>736.72</u>		
		Extd Total:	ADMINISTRATION	4,737.46		
		Department Total:	ADMINISTRATION	4,737.46		
Department: MUNICIPAL CLERK						
Extd: MUNICIPAL CLERK						
8-01-20-120-000-216	MUNICIPAL CLERK	Supplies-Compu.				
GRALLC	GRANICUS, LLC	18-01667	inv. 9610 APRIL 2018	706.20	0.00	
GRALLC	GRANICUS, LLC	18-01890	inv. 98601 JUNE 2018	706.20	0.00	
GRALLC	GRANICUS, LLC	18-02230	INV#97586-May 2018	706.20	0.00	
				<u>2,118.60</u>		
		Extd Total:	MUNICIPAL CLERK	2,118.60		
		Department Total:	MUNICIPAL CLERK	2,118.60		
Department: FINANCIAL ADMINISTRATION						
Extd: FINANCIAL ADMINISTRATION						
8-01-20-130-000-201	FINANCE	General Plant				
SHIINT	SHI INTERNATIONAL CORP	18-01794	Q: 15334292 MONITOR ARM	58.64	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	18-01966	#16024:PMT. 32 OF 60	215.55	0.00	
TRLIZA	TRACY LIZARDI	18-02244	TRAVEL REIMBURSEMENT TO TCTANJ	235.12	0.00	
				<u>509.31</u>		
8-01-20-130-000-202	FINANCE	Office Supplies				
WBMASON	W.B.MASON CO., INC.	18-02024	OFFICE SUPPLIES	61.65	0.00	
8-01-20-130-000-204	FINANCE	Outside Services				
ACAFGI	ACACIA FINANCIAL GROUP, INC.	18-02040	Financial Advisory May 2018	3,002.99	0.00	
		Extd Total:	FINANCIAL ADMINISTRATION	3,573.95		
		Department Total:	FINANCIAL ADMINISTRATION	3,573.95		
Department: TAX REVENUE ADMINISTRATION						
Extd: TAX REVENUE ADMINISTRATION						
8-01-20-145-000-202	TAX REV ADMIN	Office Supplies				
EDMASS	EDMUNDS & ASSOCIATES, INC.	18-01117	2018 5k Blank Bills- reconcile	525.00	0.00	
MGLFOR	MGL PRINTING SOLUTIONS, LLC	18-02041	EST. 18Q3 TAX BILLS/ ADVICE	436.00	0.00	
				<u>961.00</u>		

Attachment: BILL LIST 7-11-18 (2018-259 : Payment of Bills)

July 5, 2018
12:26 PM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Page 3.H.1.a

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
8-01-20-145-000-209	TAX REV ADMIN Fees					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	18-01966	#16024:PMT. 32 OF 60	236.52	0.00	
8-01-20-145-000-222	TAX REV ADMIN Training					
BARHER	BARBARA HERGET	18-02084	CTC#T-1543 LICENSE RENEWAL	50.00	0.00	
	Extd Total: TAX REVENUE ADMINISTRATION			1,247.52		
	Department Total: TAX REVENUE ADMINISTRATION			1,247.52		
Department: TAX ASSESSOR						
Extd: TAX ASSESSOR						
8-01-20-150-000-209	TAX ASSESSOR Fees					
HARHAU	HARRY HAUSHALTER	18-02018	Haushalter April 2018	3,129.44	0.00	
8-01-20-150-000-248	TAX ASSESSOR Postage					
CRAPRI	CRAFTMASTER PRINTING, INC.	18-01994	window Env Assessor	151.00	0.00	
CMRSFP	CMRS-FP	18-02187	Postage for July Cert mailing	2,500.00	0.00	
				<u>2,651.00</u>		
	Extd Total: TAX ASSESSOR			5,780.44		
	Department Total: TAX ASSESSOR			5,780.44		
Department: LEGAL SERVICES						
Extd: LEGAL SERVICES						
8-01-20-155-000-209	LEGAL SERVICES Fees					
ANSZAR	ANSELL, GRIMM & AARON, P.C.	18-02008	Services for May 2018	7,657.00	0.00	
ANSZAR	ANSELL, GRIMM & AARON, P.C.	18-02017	Invoice 422340	175.00	0.00	
MCMSO	MCMANIMON, SCOTLAND & BAUMANN, LLC	18-02099	SERVICE RENDERED THRU 04/30/18	2,117.50	0.00	
				<u>9,949.50</u>		
	Extd Total: LEGAL SERVICES			9,949.50		
	Department Total: LEGAL SERVICES			9,949.50		
Department: ENGINEERING SERVICES						
Extd: ENGINEERING SERVICES						
8-01-20-165-000-209	ENGINEERING SERVICES Fees					
TMASSO	T & M ASSOCIATES	18-02268	LAF347033 GENERAL ENGINEERING	2,712.71	0.00	
	Extd Total: ENGINEERING SERVICES			2,712.71		
	Department Total: ENGINEERING SERVICES			2,712.71		
	CAFR Total:			30,120.18		
Department: Planning Department						
Extd: Planning Department						
8-01-21-179-000-201	Planning Dept. General Plant					
HEYGRU	HEYER, GRUEL & ASSOCIATES, PA	18-02174	Heyer Gruel final unpaid bills	4,023.00	0.00	
	Extd Total: Planning Department			4,023.00		
	Department Total: Planning Department			4,023.00		

Attachment: BILL LIST 7-11-18 (2018-259 : Payment of Bills)

July 5, 2018
12:26 PM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Page 3.H.1.a

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: PLANNING BOARD						
Extd: PLANNING BOARD						
8-01-21-180-000-201	PLANNING BOARD General Plant					
STSHOR	ST SHORTHAND REPORTING SERVICE	18-02055	STENO PB INVOICES MAY-JUN 2018	62.50	0.00	
JACSER	JACK A. SERPICO	18-02057	SERPICO PB INVOICES MAY 2018	550.00	0.00	
				612.50		
	Extd Total: PLANNING BOARD			612.50		
	Department Total: PLANNING BOARD			612.50		
Department: ZONING BOARD OF ADJUSTMENT						
Extd: ZONING BOARD OF ADJUSTMENT						
8-01-21-185-000-209	ZONING BOARD Fees					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	18-01966	#16024:PMT. 32 OF 60	200.97	0.00	
JACSER	JACK A. SERPICO	18-02060	Serpico ZB invoices May 2018	837.50	0.00	
				1,038.47		
	Extd Total: ZONING BOARD OF ADJUSTMENT			1,038.47		
	Department Total: ZONING BOARD OF ADJUSTMENT			1,038.47		
	CAFR Total:			5,673.97		
Department: CODE ENFORCEMENT AND ADMIN.						
Extd: CODE ENFORCEMENT AND ADMIN.						
8-01-22-195-000-299	CODE ENFORCE Misc.					
JUNLAS	JUNGLE LASERS, LLC	18-01981	Applications 5/1/18-5/31/18	475.00	0.00	
	Extd Total: CODE ENFORCEMENT AND ADMIN.			475.00		
	Department Total: CODE ENFORCEMENT AND ADMIN.			475.00		
Department: CONSTRUCTION CODE OFFICIAL						
Extd: CONSTRUCTION CODE OFFICIAL						
8-01-22-200-000-299	CONSTRUCTION CODE Misc. (In Cap)					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	18-01966	#16024:PMT. 32 OF 60	189.66	0.00	
	Extd Total: CONSTRUCTION CODE OFFICIAL			189.66		
	Department Total: CONSTRUCTION CODE OFFICIAL			189.66		
	CAFR Total:			664.66		
Department: EMPLOYEE GROUP INSURANCE						
Extd: EMPLOYEE GROUP INSURANCE						
8-01-23-220-000-209	EMPLOYEE GROUP INSURANCE Fees (IN CAP)					
NJSHBP	NJSHBP	18-02213	HEALTH COVERAGE JULY 2018	504,765.23	0.00	
	Extd Total: EMPLOYEE GROUP INSURANCE			504,765.23		
	Department Total: EMPLOYEE GROUP INSURANCE			504,765.23		
	CAFR Total:			504,765.23		

Attachment: BILL LIST 7-11-18 (2018-259 : Payment of Bills)

July 5, 2018
12:26 PM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Page 3.H.1.a

Budget Account	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Vendor						
Department: POLICE DEPARTMENT						
Extd: POLICE DEPARTMENT						
8-01-25-240-000-201	POLICE General Plant					
SHIINT	SHI INTERNATIONAL CORP	18-01790	PRINTER FOR PD - THOMPSON	201.46	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	18-01966	#16024:PMT. 32 OF 60	202.52	0.00	
STATOX	STATE TOXICOLOGY LABORATORY	18-02031	(11) Applicant Analysis	495.00	0.00	
WATSPR	WATCHUNG SPRING WATER CO.,INC.	18-02175	#169322 (14) Bottles & Deliver	132.84	0.00	
				1,031.82		
8-01-25-240-000-202	POLICE Office Supplies					
WBMASON	W.B.MASON CO., INC.	18-02198	#S079645401 Office Supplies	381.71	0.00	
8-01-25-240-000-203	POLICE Motor Vehicle					
NATPAR	NATIONAL PARTS SUPPLY, INC.	18-01509	Blanket Car Repairs	33.50	0.00	B
ASBCIR	ASBURY CIRCLE CAR WASH	18-01696	Blanket Full Service Wash	293.25	0.00	B
MAAAUT	MAACO AUTO PAINTING	18-01996	#60622-1 Repaired Car 19	2,834.95	0.00	
SEAFOR	SEA BREEZE FORD INC.	18-02002	#Q000223258 Repaires to Cars	88.20	0.00	
ARCOMM	A.R. COMMUNICATIONS	18-02005	##15419 Cleaned & Tightened	85.00	0.00	
MAAAUT	MAACO AUTO PAINTING	18-02030	Repairs to Car 19	2,841.16	0.00	
				6,176.06		
8-01-25-240-000-205	POLICE Animal Control Services					
SPCA	SPCA	18-02064	#2014902 Animal Control Servic	4,841.40	0.00	
8-01-25-240-000-216	POLICE Supplies-Compu.					
DELCOM	DELL MARKETING L.P.	18-01508	Optiplex 3050SFF Dell 22	1,230.58	0.00	
8-01-25-240-000-218	POLICE Contract.Serv.					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	18-01971	#3466010618 Contract 18726	515.72	0.00	
WIRCOM	WIRELESS COMMUNICATIONS &	18-02062	M58244 Mobile Data Contract	1,220.00	0.00	
VERIZON	VERIZON WIRELESS	18-02139	#342014128-00001 5/5-6/4/18	52.07	0.00	
VERIZON	VERIZON WIRELESS	18-02140	#342014128-00001 1/5-2/4/18	52.15	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	18-02197	CONTRACT #18726 PMT #7 OF 60	515.72	0.00	
				2,355.66		
8-01-25-240-000-222	POLICE Training					
MONCON	MONMOUTH COUNTY POLICE ACADEMY	18-00416	Introduction to Fingerprinting	75.00	0.00	
MONCON	MONMOUTH COUNTY POLICE ACADEMY	18-00427	Self Defense Female Officers	25.00	0.00	
				100.00		
8-01-25-240-000-237	POLICE Accredadation					
THEROG	THE RODGERS GROUP, LLC	18-02178	13 Module Subscriptions online	16,320.00	0.00	
	Extd Total: POLICE DEPARTMENT			32,437.23		
	Department Total: POLICE DEPARTMENT			32,437.23		
Department: FIRE DEPARTMENT						
Extd: FIRE DEPARTMENT						
8-01-25-265-000-201	FIRE DEPT. General Plant					
HENSCE	HENRY SCHEIN, INC.	18-00768	01229165	514.22	0.00	
CINCOR	CINTAS CORPORATION #062	18-01927	Inv 42F182890 Shop towels	103.84	0.00	

Attachment: BILL LIST 7-11-18 (2018-259 : Payment of Bills)

July 5, 2018
12:26 PM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
8-01-25-265-000-201	FIRE DEPT. General Plant		Continued			
GRAING GRAINGER		18-01967	rolling cabinet, fit test solu	423.09	0.00	
HUTMEC HUTCHINSON MECHANICAL SERVICE		18-01984	Inv 1280304 Service	367.00	0.00	
AIRUSA AIRGAS USA, LLC		18-01985	Inv 9953465057 Med O2	39.15	0.00	
CINCOR CINTAS CORPORATION #062		18-02068	Shop towels Inv #42F184678	103.84	0.00	
WESPES WESTERN PEST SERVICES		18-02075	Inv #4743881B Pest Control	94.50	0.00	
POWDMS POWERDMS INC.		18-02128	Inv 21570 Doc Mgmt Program	4,477.13	0.00	
				<u>6,122.77</u>		
8-01-25-265-000-203	FIRE DEPT. Motor Vehicle					
FIRSER FIRE & SAFETY SERVICES		18-00592	Aerialscope Service 8389	2,400.00	0.00	
FIRPRI FIRST PRIORITY EMERGENCY		18-01817	ENGINE 76 GENERATOR	600.00	0.00	
NATPAR NATIONAL PARTS SUPPLY, INC.		18-01859	Emer Blanket for batteries 89	102.98	0.00	B
				<u>3,102.98</u>		
8-01-25-265-000-206	FIRE DEPT. Purchase of Equipment					
ALLHAN ALL HANDS FIRE EQUIPMENT, LLC		18-01671	Est 19103 Retire Badge Clayton	122.00	0.00	
8-01-25-265-000-214	FIRE DEPT. Building Maintenance					
NOLGAR NOLZE GARAGE DOOR		18-01702	Inv 33069 Emer Door Repr	180.00	0.00	
8-01-25-265-000-218	FIRE DEPT. Contract.Serv.					
MUNCAP MUNICIPAL CAPITAL CORPORATION		18-01966	#16024:PMT. 32 OF 60	83.31	0.00	
	Extd Total: FIRE DEPARTMENT			9,611.06		
Extd:	FIRE HYDRANT					
8-01-25-265-266-299	FIRE HYDRANT Misc.					
NJAMER N.J. AMERICAN WATER CO.		18-02295	ACCT #1018-210026567043 3/23 -	15,742.08	0.00	
	Extd Total: FIRE HYDRANT			15,742.08		
	Department Total: FIRE DEPARTMENT			25,353.14		
Department: MUNICIPAL PROSECUTOR						
Extd:	MUNICIPAL PROSECUTOR					
8-01-25-275-000-202	PROSECUTOR Fees					
JAMBUT JAMES BUTLER		18-02231	JUNE2018 FEES	3,900.00	0.00	
	Extd Total: MUNICIPAL PROSECUTOR			3,900.00		
	Department Total: MUNICIPAL PROSECUTOR			3,900.00		
	CAFR Total:			61,690.37		
Department: STREETS & ROADS MAINTENANCE						
Extd:	STREETS & ROADS MAINTENANCE					
8-01-26-290-000-201	STREETS & ROAD General Plant					
STASUP STANDARD SUPPLY CO. INC.		18-00372	Various Supplies, Tools, etc	136.06	0.00	B
JAEUM JAEGER LUMBER & SUPPLY COMPANY		18-00375	Various Material, Tools, etc	81.43	0.00	B
GRAING GRAINGER		18-00377	Various Supplies, Tools, etc	270.60	0.00	B
SHEWIL SHERWIN WILLIAMS		18-00473	Various Supplies, Tools, etc	477.51	0.00	B
SUNFAR ANTHONY & FRANK D'ESPOSITO		18-01448	Various Landscaping Supplies	459.92	0.00	B

Attachment: BILL LIST 7-11-18 (2018-259 : Payment of Bills)

July 5, 2018
12:26 PM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
8-01-26-290-000-201	STREETS & ROAD	General Plant	Continued			
TAYFEN	TAYLOR FENCE COMPANY, INC	18-01714	Q# 18-004211 EnviroScreen-Grn	240.24	0.00	
STAVOLA	STAVOLA COMPANIES	18-01782	Hot Mixed Asphalt, etc	370.61	0.00	B
MUNCAP	MUNICIPAL CAPITAL CORPORATION	18-01966	#16024:PMT. 32 OF 60	211.19	0.00	
SUPWOR	SUPPLYWORKS	18-01979	Doggy Poo Bags, Replacement	897.70	0.00	
NORSWE	NORTHEAST SWEEPERS & RENTALS,	18-02207	#2758 Shipping Fee 5/31	17.90	0.00	
				<u>3,163.16</u>		
8-01-26-290-000-203	STREETS & ROAD	Motor Vehicle				
THEHAR	THE HARDWARE STORE	18-00141	Various Tools, Material, etc	50.26	0.00	B
EDWTIR	EDWARDS TIRE CO.	18-00147	Various Tires, Parts, etc	97.74	0.00	B
FOSCOM	FOSTER & COMPANY, INC.	18-01090	Q# 57405 Nuts, Bulbs, etc	506.87	0.00	
EDWTIR	EDWARDS TIRE CO.	18-01205	Services, Material, Tools, etc	795.80	0.00	B
NATPAR	NATIONAL PARTS SUPPLY, INC.	18-01341	Material, Parts, Tools, etc	512.36	0.00	B
NATPAR	NATIONAL PARTS SUPPLY, INC.	18-01977	Quote: WolfHead Sw20 Syn Blend	420.00	0.00	
				<u>2,383.03</u>		
8-01-26-290-000-210	STREETS & ROAD	Network Fleet				
VERCONN	VERIZON CONNECT	18-02162	#1444463 Monthly bundled - Jun	2,723.00	0.00	
8-01-26-290-000-211	STREETS & ROAD	Traffic				
UPTFAS	UPTIGHT FASTNERS	18-00896	Various Supplies, Parts, etc	64.45	0.00	B
THEHAR	THE HARDWARE STORE	18-01108	Supplies for Parking Utility	79.55	0.00	B
BELPAI	BELMAR PAINTS	18-01998	White Traffic Paint, Latex	780.00	0.00	
SHEWIL	SHERWIN WILLIAMS	18-01999	Traffic Marking Paint, Yellow	1,143.75	0.00	
				<u>2,067.75</u>		
8-01-26-290-000-218	STREETS & ROAD	Contract.Serv.				
WATEAS	WATERLOGIC EAST LLC	18-00117	Service Agreement #32133	38.26	0.00	B
ARMTRE	ARMSTRONG TREE SERVICE	18-01772	Q# 18259L Trimming Shade Trees	800.00	0.00	
				<u>838.26</u>		
8-01-26-290-000-223	STREETS & ROAD	Sunset Lake				
ABBPON	ABBY PONDS, INC.	18-00582	Proposal:2018 Pond Management	3,000.00	0.00	B
8-01-26-290-000-235	STREETS & ROAD	Shade Tree Commission				
RIESAW	RIEPHOFF SAW MILL, INC.	18-01460	Q#13722 2 X 12 - 8' OAK	5,359.00	0.00	
SUNFAR	ANTHONY & FRANK D'ESPOSITO	18-01970	REIMB. FOR VARIOUS SUPPLIES	559.00	0.00	
SUNFAR	ANTHONY & FRANK D'ESPOSITO	18-02004	Various plants T. Pavinski	683.45	0.00	
				<u>6,601.45</u>		
		Extd Total: STREETS & ROADS MAINTENANCE		20,776.65		
		Department Total: STREETS & ROADS MAINTENANCE		20,776.65		
Department: SOLID WASTE COLLECTION						
Extd: SOLID WASTE COLLECTION						
8-01-26-305-000-209	SOLID WASTE	Fees				
TRECTY	TREASURER CTY OF MONMOUTH	18-00121	Account Number ASBU879155	2,885.27	0.00	B
DELDEM	DELISA DEMOLITION, INC.	18-01075		1,798.21	0.00	B
DELDEM	DELISA DEMOLITION, INC.	18-01786	Construction Debris/Bulk	3,463.70	0.00	B
MICBEN	MICKEY BENOIT	18-02032	Brush, Delivered	1,501.20	0.00	

Attachment: BILL LIST 7-11-18 (2018-259 : Payment of Bills)

July 5, 2018
12:26 PM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Page **3.H.1.a**

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
8-01-26-305-000-209	SOLID WASTE Fees		Continued			
DELDEM DELISA DEMOLITION, INC.		18-02157	#137067 Tipping Fees 6/01-15	<u>34,799.17</u>	0.00	
				44,447.55		
	Extd Total: SOLID WASTE COLLECTION			44,447.55		
	Department Total: SOLID WASTE COLLECTION			44,447.55		
Department: BUILDINGS & GROUNDS						
Extd: BUILDINGS & GROUNDS						
8-01-26-310-000-201	BUILDING & GND General Plant					
STASUP STANDARD SUPPLY CO, INC.		18-00373	Various Supplies, Tools, etc	239.79	0.00	B
ATLLOK ATLANTIC LOCK & SAFE		18-01204	Service, Material, Tools, etc	<u>105.00</u>	0.00	B
				344.79		
8-01-26-310-000-218	BUILDING & GND Contract.Serv.					
WESPES WESTERN PEST SERVICES		18-00119	Monthly Pest Control Service	253.00	0.00	B
QUEVAC QUEEN VACUUM & SEWING MACHINE		18-00994	Quote: Sanitaire Vac Repair	108.01	0.00	
FIRSEC FIRE SECURITY TECHNOLOGIES, INC		18-01652	Q#8509 Labor and Material	1,100.00	0.00	
GENINC GENSERVE, INC.		18-02069	#0151585-IN Labor/Service Call	350.00	0.00	
ALLBOI ALLIED BOILER REPAIR CORP.		18-02125	#16440 Labor and Material	581.08	0.00	
SECWOR SECURITY WORLD INC.		18-02203	#54469 Secural Monitoring Svc	<u>228.00</u>	0.00	
				2,620.09		
	Extd Total: BUILDINGS & GROUNDS			2,964.88		
	Department Total: BUILDINGS & GROUNDS			2,964.88		
	CAFR Total:			68,189.08		
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
8-01-27-350-000-201	SENIOR CENTER General Plant					
WBMASON W.B.MASON CO., INC.		18-01995	Poland Spring Water	38.61	0.00	
THEHAR THE HARDWARE STORE		18-02152	Bed Bug Spray & Fogger	135.95	0.00	
CABLE CABLEVISION OF NYC		18-02155	Cable Service for June-July	<u>7.29</u>	0.00	
				181.85		
	Extd Total: SENIOR CENTER			181.85		
	Department Total: SENIOR CENTER			181.85		
	CAFR Total:			181.85		
Department: RECREATION SERVICES & PROGRAM						
Extd: RECREATION SERVICES & PROGRAM						
8-01-28-370-000-299	RECREATION Misc.					
APLITL ASBURY PARK LITTLE LEAGUE		18-01965	AP Little League donation	2,500.00	0.00	
KMART K MART		18-02015	summer camp supplies	255.85	0.00	B
CRAPRI CRAFTMASTER PRINTING, INC.		18-02039	fashion show tickets	38.00	0.00	

Attachment: BILL LIST 7-11-18 (2018-259 : Payment of Bills)

July 5, 2018
12:26 PM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Page 3.H.1.a

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
8-01-28-370-000-299	RECREATION Misc.		Continued			
OTTINS OTTERSTEDT INS. AGENCY, INC.	18-02137 accident insurance			4,507.00	0.00	
				<u>7,300.85</u>		
	Extd Total: RECREATION SERVICES & PROGRAM			7,300.85		
	Department Total: RECREATION SERVICES & PROGRAM			7,300.85		
	CAFR Total:			7,300.85		
Department: PUBLIC LIBRARY:						
Extd: PUBLIC LIBRARY:						
8-01-29-390-000-299	PUBLIC LIBRARY Misc.					
ASBFRE ASBURY PARK FREE PUBLIC LIBRAR	18-02214 Second Quarter 2018 Payment			40,000.00	0.00	
	Extd Total: PUBLIC LIBRARY:			40,000.00		
	Department Total: PUBLIC LIBRARY:			40,000.00		
	CAFR Total:			40,000.00		
Department: LIGHTING						
Extd: LIGHT, HEAT & POWER						
8-01-31-435-435-299	LIGHT, HEAT & POWER Misc.					
NJNATU N.J. NATURAL GAS CO.	18-02233 ACCT #22-0014-4309-68			48.12	0.00	
JCPL JCPL	18-02274 ACCT#100 103 461 107 5/24-6/25			<u>1,273.76</u>	0.00	
				1,321.88		
	Extd Total: LIGHT, HEAT & POWER			1,321.88		
Extd: STREET&TRAFFIC LIGHTING						
8-01-31-435-436-299	STREET&TRAFFIC LIGHTING Misc.					
JCPL JCPL	18-02193 100 013 520 349 5/19 - 6/19/18			17,157.77	0.00	
JCPL JCPL	18-02234 100 082 843 523 5/23 - 6/21/18			255.76	0.00	
JCPL JCPL	18-02274 ACCT#100 103 461 107 5/24-6/25			<u>3,172.37</u>	0.00	
				20,585.90		
	Extd Total: STREET&TRAFFIC LIGHTING			20,585.90		
	Department Total: LIGHTING			21,907.78		
Department: GASOLINE						
Extd: GASOLINE						
8-01-31-460-000-299	GASOLINE Misc.					
GRIALLI GRIFFITH-ALLIED TRUCKING, LLC	18-01938 Diesel Fuel, Delivered			3,230.84	0.00	B
GRIALLI GRIFFITH-ALLIED TRUCKING, LLC	18-01939 Diesel Fuel, Delivered			<u>8,521.20</u>	0.00	B
				11,752.04		
	Extd Total: GASOLINE			11,752.04		
	Department Total: GASOLINE			11,752.04		
	CAFR Total:			33,659.82		

Attachment: BILL LIST 7-11-18 (2018-259 : Payment of Bills)

July 5, 2018
12:26 PM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Page 3.H.1.a

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: MUNICIPAL COURT						
Extd: MUNICIPAL COURT						
8-01-43-490-000-201	MUNIC COURT General Plant					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	18-01966	#16024:PMT. 32 OF 60	83.31	0.00	
KEPSPR	KEPWELL SPRING WATER	18-02105	water 5/2/18/rental	42.80	0.00	
				126.11		
8-01-43-490-000-202	MUNIC COURT Office Supplies					
MUNREC	MUN. RECORD SERVICE INC.	18-01910	special complaints/traffic tic	1,336.00	0.00	
CRAPRI	CRAFTMASTER PRINTING, INC.	18-02096	ATS/ACS mailers	1,738.35	0.00	
				3,074.35		
8-01-43-490-000-245	MUNIC COURT Interpreter					
BEACRA	BEATRIZ C. CRANEY	18-02107	6/1/18 interpreter	10.00	0.00	
	Extd Total: MUNICIPAL COURT			3,210.46		
	Department Total: MUNICIPAL COURT			3,210.46		
Department: PUBLIC DEFENDER						
Extd: PUBLIC DEFENDER						
8-01-43-495-000-021	Fees					
RONTRO	RONALD TROPOLI	18-02232	JUNE 2018 SERVICES	3,000.00	0.00	
	Extd Total: PUBLIC DEFENDER			3,000.00		
	Department Total: PUBLIC DEFENDER			3,000.00		
	CAFR Total:			6,210.46		
CAFR: CURRENT FUND NON BUDGET ACCTS:						
Department: TAXES PAYABLE:						
Extd: TAXES PAYABLE:						
8-01-55-001-000-010	REFUND OF PERMIT, LICENSE FEES					
NICWILL	NICOLE WILLIAMS	18-02054	Refund for Towing Fees - Webb	296.93	0.00	
8-01-55-001-000-026	Reserve for Fire House Repairs					
MTBLLC	MTB LLC	18-01497	FIRE DEPT DOOR LINTELS	15,903.00	0.00	B
TMASSO	T & M ASSOCIATES	18-02269	LASF347026 FIRE DOORS	3,269.44	0.00	
				19,172.44		
	Extd Total: TAXES PAYABLE:			19,469.37		
	Department Total: TAXES PAYABLE:			19,469.37		
	CAFR Total: CURRENT FUND NON BUDGET ACCTS:			19,469.37		
	Fund Total: CURRENT			777,925.84		
Fund: BEACH						
Department: BEACH UTILITY O/E: OTHER EXPENSES:						
Extd: BEACH UTILITY O/E: OTHER EXPENSES:						
8-05-55-502-000-201	BEACH UTILITY O/E: General Plant					
THEHAR	THE HARDWARE STORE	18-00340	Various Supplies, Tools, etc	290.44	0.00	B
THEHAR	THE HARDWARE STORE	18-00370	Various Supplies, Tools, etc	95.57	0.00	B

Attachment: BILL LIST 7-11-18 (2018-259 : Payment of Bills)

July 5, 2018
12:26 PM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Page **3.H.1.a**

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
8-05-55-502-000-201	BEACH UTILITY O/E: General Plant		Continued			
STASUP	STANDARD SUPPLY CO. INC.	18-00374	Various Supplies, Tools, etc	232.13	0.00	B
JAELUM	JAEGER LUMBER & SUPPLY COMPANY	18-00376	Various Material, Tools, etc	490.00	0.00	B
NJSEA	NJ SEA GRANT CONSORTIUM	18-01571	Quote for Beachfront Signage	280.00	0.00	
GLESUP	GLENCO SUPPLY INC.	18-01783	Q# AP9 Beachfront Signage	200.00	0.00	
GLESUP	GLENCO SUPPLY INC.	18-01941	Quote #618 Boardwalk Signage	876.00	0.00	
MONARCH	MONARCH ELECTRIC COMPANY	18-02070	#S110689026 Adapter, etc 6/04	92.21	0.00	
				<u>2,556.35</u>		
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			2,556.35		
	Department Total: BEACH UTILITY O/E: OTHER EXPENSES:			2,556.35		
	CAFR Total:			2,556.35		
	Fund Total: BEACH			2,556.35		
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					
GLESUP	GLENCO SUPPLY INC.	18-01608	Parking Signs - Webb Street	1,436.00	0.00	
STRMOT	STRAUB MOTORS, INC.	18-01947	#Q3136 Assy Bench Gem Car	368.81	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	18-01966	#16024:PMT. 32 OF 60	135.31	0.00	
STRMOT	STRAUB MOTORS, INC.	18-02001	Q3138 Repaired Gem Car 65	974.06	0.00	
PASPOR	PASSPORTPORTPARKING, INC.	18-02052	#180511-605 May 2018 Service	8,831.40	0.00	
TRALIN	TRAFFIC LINES, INC.	18-02053	#18244 Striping May 2018	5,584.40	0.00	
STRMOT	STRAUB MOTORS, INC.	18-02065	#Q3153 Key SW Kit Gem Car	217.78	0.00	
STRMOT	STRAUB MOTORS, INC.	18-02081	#Q3155 Repairs to Gem Car 66	497.69	0.00	
IPSGRO	IPS GROUP, INC.	18-02097	#33864 May 2018 DMS Fee	6,264.00	0.00	
WATSPR	WATCHUNG SPRING WATER CO.,INC.	18-02103	INV #8670074	41.95	0.00	
GLESUP	GLENCO SUPPLY INC.	18-02151	#21218 Stop for Ped Signs (12)	4,140.00	0.00	
STRMOT	STRAUB MOTORS, INC.	18-02167	Repaired Gem Car	803.69	0.00	
NATPAR	NATIONAL PARTS SUPPLY, INC.	18-02169	#14-15059-2 Repairs Car 34	65.41	0.00	
				<u>29,360.50</u>		
	Extd Total: PARKING UTILITY O/E: OTHER EXPENSES:			29,360.50		
	Department Total: PARKING UTILITY O/E: OTHER EXPENSES:			29,360.50		
	CAFR Total:			29,360.50		
	Fund Total: PARKING UTILITY: BUDGET:			29,360.50		
Fund:	SEWER UTILITY: BUDGET:					
Department:	SEWER UTILITY O/E: OTHER EXPENSES:					
Extd:	SEWER UTILITY O/E: OTHER EXPENSES:					
8-07-55-502-000-201	SEWER UTILITY O/E: General Plant					
THEHAR	THE HARDWARE STORE	18-00138	Various Tools, Material, etc	37.90	0.00	B
USABLU	USA BLUEBOOK	18-00162	Various Materials, Tools, etc	95.95	0.00	B
GRAING	GRAINGER	18-00167	Various Material, Tools, etc	247.99	0.00	B
MCMCAR	MCMASTER-CARR SUPPLY CO.	18-00170	Various Material, Tools, etc	78.58	0.00	B
GRAING	GRAINGER	18-01879	Quote: Comb Vacuum Pumps, etc	867.00	0.00	
				<u>1,327.42</u>		
8-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
WATSPR	WATCHUNG SPRING WATER CO.,INC.	18-00365	Deer Park Spring Water, etc	53.12	0.00	B

Attachment: BILL LIST 7-11-18 (2018-259 : Payment of Bills)

July 5, 2018
12:26 PM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Page 3.H.1.a

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
8-07-55-502-000-218	SEWER UTILITY O/E: Contract Services		Continued			
MUNCAP	MUNICIPAL CAPITAL CORPORATION	18-01966	#16024:PMT. 32 OF 60	75.00	0.00	
SECWOR	SECURITY WORLD INC.	18-02204	Invoice No. 54470	1,140.00	0.00	
				<u>1,268.12</u>		
8-07-55-502-000-224	SEWER UTILITY O/E: Sludge Removal					
ACCWAS	ACCURATE WASTE REMOVAL SVCS.,	18-02049	Sludge Hauling-MTO	13,612.00	0.00	
8-07-55-502-000-231	SEWER UTILITY O/E: Lab Supplies					
GARDSTA	GARDEN STATE LABORATORIES, INC.	18-02133	#321174 Influent/Effluent, etc	3,525.00	0.00	
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			19,732.54		
	Department Total: SEWER UTILITY O/E: OTHER EXPENSES:			19,732.54		
	CAFR Total:			19,732.54		
	Fund Total: SEWER UTILITY: BUDGET:			19,732.54		
	Year Total:			829,575.23		
Fund:	GENERAL CAPITAL FUND BUDGET:					
Department:	Alternate Developer Ord #					
Extd:	Recon Foot Bridge-Sunset Lake (Ord#3036)					
C-04-55-995-013-001	Recon Foot Bridge - 40A(Ord#3036/2016-1)					
ACAFGI	ACACIA FINANCIAL GROUP, INC.	18-02090	Fin. Advisory Svcs. BANS	249.30	0.00	
	Extd Total: Recon Foot Bridge-Sunset Lake (Ord#3036)			249.30		
	Department Total: Alternate Developer Ord #			249.30		
Extd:	Acq of Various Equip/Vehicles(Ord.#3084)					
C-04-55-998-014-001	Acq of Various Equip/Veh 40A (Ord #3084)					
ACAFGI	ACACIA FINANCIAL GROUP, INC.	18-02090	Fin. Advisory Svcs. BANS	280.04	0.00	
	Extd Total: Acq of Various Equip/Vehicles(Ord.#3084)			280.04		
Extd:	2015-39/Roadway and Sewer Improvements					
C-04-55-998-015-001	2015-39/Roadway & Sewer Improvmts (40A)					
ACAFGI	ACACIA FINANCIAL GROUP, INC.	18-02090	Fin. Advisory Svcs. BANS	735.95	0.00	
	Extd Total: 2015-39/Roadway and Sewer Improvements			735.95		
Extd:	2016/16/VARIOUS 2016 CAPITAL IMPROVEMENT					
C-04-55-998-162-001	2016-16/VEHICLES,EQUIPMENT/IMPROVE-(40A)					
ACAFGI	ACACIA FINANCIAL GROUP, INC.	18-02090	Fin. Advisory Svcs. BANS	181.36	0.00	
	Extd Total: 2016/16/VARIOUS 2016 CAPITAL IMPROVEMENT			181.36		

Attachment: BILL LIST 7-11-18 (2018-259 : Payment of Bills)

July 5, 2018
12:26 PM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Page **3.H.1.a**

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Extd:	2016-17/VARIOUS 2016 ROADWAY IMPROVEMENT					
C-04-55-998-163-001	2016-17/2016 ROADWAY IMPROVEMENTS (40A)					
ACAFGI	ACACIA FINANCIAL GROUP, INC.	18-02090	Fin. Advisory Svcs. BANS	262.84	0.00	
Extd Total: 2016-17/VARIOUS 2016 ROADWAY IMPROVEMENT				262.84		
Extd:	Ord. 2016-28 4th Ave. Improvements					
C-04-55-998-164-001	Section 20 Costs					
TMASSO	T & M ASSOCIATES	16-03650	4TH AVE. RD. IMPROVEMENTS 2016	3,653.00	0.00	B
ACAFGI	ACACIA FINANCIAL GROUP, INC.	18-02090	Fin. Advisory Svcs. BANS	604.53	0.00	
				<u>4,257.53</u>		
Extd Total: Ord. 2016-28 4th Ave. Improvements				4,257.53		
Extd:	2016-40/Var.Communications System Imp.					
C-04-55-998-168-002	2016-40/Section 20 Costs					
ACAFGI	ACACIA FINANCIAL GROUP, INC.	18-02090	Fin. Advisory Svcs. BANS	262.84	0.00	
Extd Total: 2016-40/Var.Communications System Imp.				262.84		
Extd:	2017 Various Capital Improvements					
C-04-55-998-169-007	Section 20 Soft Costs					
TMASSO	T & M ASSOCIATES	17-01562	Inter. Improv. Springwood/Atk	5,165.99	0.00	B
ACAFGI	ACACIA FINANCIAL GROUP, INC.	18-02090	Fin. Advisory Svcs. BANS	367.98	0.00	
				<u>5,533.97</u>		
Extd Total: 2017 Various Capital Improvements				5,533.97		
Extd:	Various Road Improv. 2017-30					
C-04-55-998-170-001	Var. Road Improv. Section 20 2017-30					
ACAFGI	ACACIA FINANCIAL GROUP, INC.	18-02090	Fin. Advisory Svcs. BANS	354.83	0.00	
Extd Total: Various Road Improv. 2017-30				354.83		
Extd:	Ord. 2018-4 Var. Capital Improvements					
C-04-55-998-172-002	Police Cars - 3					
WIRCOM	WIRELESS COMMUNICATIONS &	18-01401	Q022118 Arbitrator & supplies	22,826.73	0.00	
WIRCOM	WIRELESS COMMUNICATIONS &	18-01402	Q022118 Tablets and supplies	20,127.99	0.00	
WIRCOM	WIRELESS COMMUNICATIONS &	18-01403	Q#M21574 INSTALLTION FR MOUNT	795.75	0.00	
				<u>43,750.47</u>		
C-04-55-998-172-009	Admin IT City-wide					
SHIINT	SHI INTERNATIONAL CORP	18-01545	Q#15258708	98.00	0.00	
SHIINT	SHI INTERNATIONAL CORP	18-01762	Dell Server RAM	1,165.88	0.00	

Attachment: BILL LIST 7-11-18 (2018-259 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
C-04-55-998-172-009	Admin IT City-wide		Continued			
SHIINT	SHI INTERNATIONAL CORP	18-01917	Q#15436764 - Polycom Phones	<u>1,297.00</u>	0.00	
				2,560.88		
C-04-55-998-172-012	Fire Personal Protective Gear					
SKYEQU	SKYLANDS AREA FIRE EQUIPMENT	18-01183	PERSONAL PROTECTION GEAR	36,997.76	0.00	
C-04-55-998-172-013	Fire Ambulance					
MOTALL	MOTOROLA C/O ALLCOMM TECH.	18-01339	SUV Radio State Contract 83909	6,806.75	0.00	
ALLHAN	ALL HANDS FIRE EQUIPMENT, LLC	18-01404	Est #18576 Bail Out Systems	<u>9,925.00</u>	0.00	
				16,731.75		
C-04-55-998-172-017	Section 20 Costs					
TMASSO	T & M ASSOCIATES	18-01203	Bridge Street Improvements	22,545.41	0.00	B
ACAFGI	ACACIA FINANCIAL GROUP, INC.	18-02090	Fin. Advisory Svcs. BANS	<u>1,001.18</u>	0.00	
				23,546.59		
	Extd Total: Ord. 2018-4 Var. Capital Improvements			123,587.45		
C-04-55-998-173-01	Section 20 Costs					
TMASSO	T & M ASSOCIATES	18-01473	Deal Lake Improvements	8,706.08	0.00	B
	Extd Total:			8,706.08		
	Department Total:			144,162.89		
	CAFR Total:			144,412.19		
	Fund Total: GENERAL CAPITAL FUND BUDGET:			144,412.19		
Fund:	SEWER CAPITAL FUND BUDGET:					
Extd:	Sewer Plant Improvements - Ord. #3038					
C-08-55-526-013-001	Sewer Plant Impr - 40A Costs (Ord #3038)					
ACAFGI	ACACIA FINANCIAL GROUP, INC.	18-02090	Fin. Advisory Svcs. BANS	307.52	0.00	
	Extd Total: Sewer Plant Improvements - Ord. #3038			307.52		
	Department Total:			307.52		
Extd:	Various Sewer Improvements 2017-29					
C-08-55-527-017-001	Various Sewer Impr. 40A Costs 2017-29					
ACAFGI	ACACIA FINANCIAL GROUP, INC.	18-02090	Fin. Advisory Svcs. BANS	115.65	0.00	
	Extd Total: Various Sewer Improvements 2017-29			115.65		
	Department Total:			115.65		
Extd:	2018 Sewer Utility Improvements					
C-08-55-528-018-001	Section 20 Costs					
TMASSO	T & M ASSOCIATES	18-01472	Carbon Media Replacement	2,487.36	0.00	B
ACAFGI	ACACIA FINANCIAL GROUP, INC.	18-02090	Fin. Advisory Svcs. BANS	<u>98.56</u>	0.00	
				2,585.92		
	Extd Total: 2018 Sewer Utility Improvements			2,585.92		

Attachment: BILL LIST 7-11-18 (2018-259 : Payment of Bills)

July 5, 2018
12:26 PM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Page 3.H.1.a

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Extd:	Ord. 2018-5 Various Sewer Improv.					
C-08-55-528-019-001	Section 20 Costs					
ACAFGI	ACACIA FINANCIAL GROUP, INC.	18-02090	Fin. Advisory Svcs. BANS	72.28	0.00	
	Extd Total: Ord. 2018-5 Various Sewer Improv.			72.28		
	Department Total:			2,658.20		
	CAFR Total:			3,081.37		
	Fund Total: SEWER CAPITAL FUND BUDGET:			3,081.37		
Fund:	PARKING CAPITAL					
Department:	Ord. 2017-28 Var. Parking Improv.					
Extd:	Ord. 2017-28 Var. Parking Improv.					
C-09-17-901-000-901	Section 21 Soft Costs					
ACAFGI	ACACIA FINANCIAL GROUP, INC.	18-02090	Fin. Advisory Svcs. BANS	105.14	0.00	
C-09-17-901-000-902	Various Parking Improvements					
IPSGRO	IPS GROUP, INC.	17-03644	Quote MB10091701 Meter Install	20,800.00	0.00	
IPSGRO	IPS GROUP, INC.	17-03645	Quote MB10091701 Meters	71,212.00	0.00	B
				92,012.00		
	Extd Total: Ord. 2017-28 Var. Parking Improv.			92,117.14		
	Department Total: Ord. 2017-28 Var. Parking Improv.			92,117.14		
	CAFR Total:			92,117.14		
	Fund Total: PARKING CAPITAL			92,117.14		
	Year Total:			239,610.70		
Fund:	GRANT FUND BUDGET:					
G-02-43-871-017-200	2017 Mental Health Grant					
NATPAR	NATIONAL PARTS SUPPLY, INC.	17-04161	Ford Brake Parts	248.73	0.00	
	Extd Total:			248.73		
	Department Total:			248.73		
	CAFR Total:			248.73		
	Fund Total: GRANT FUND BUDGET:			248.73		
	Year Total:			248.73		
Fund:	COMMUNITY DEVELOPMENT BLK GRANT BUDGET:					
T-17-74-850-850-802	2017 CDBG - HOMELESSNESS PREVENTION					
JCP	JCP&L	18-02184	100 110 855 572	700.00	0.00	
JCP	JCP&L	18-02188	100 115 616 920	300.00	0.00	
JCP	JCP&L	18-02248	100 111 334 569	800.00	0.00	
				1,800.00		
	Extd Total:			1,800.00		
	Department Total:			1,800.00		
	CAFR Total:			1,800.00		
	Fund Total: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:			1,800.00		

Attachment: BILL LIST 7-11-18 (2018-259 : Payment of Bills)

July 5, 2018
12:26 PM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Page **3.H.1.a**

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund:	TRUST OTHER					
T-20-56-850-860-801	Reserve for Unemployment Compensation					
NJACCO	NJ DEPT.OF LABOR/DIV.OF EMPLOY	18-02296	0216000035/000-00:12/2017	778.50	0.00	
	Extd Total:			778.50		
T-20-56-850-866-808	2018-0174: Jewel Property Mngmt., LLC					
JEWPRO	JEWEL PROPERTY MANAGEMENT, LLC	18-02208	RELEASE OF ESCROW#2018-0174	400.00	0.00	
	Extd Total:			400.00		
Extd:	5 YR EMERGENCY					
T-20-56-850-875-801	Reserve for DCA Training Fees					
NJDEPC	NJ DEPT. OF COMMUNITY AFFAIRS	18-02281	2ND QT 2018 DCA FEES	5,603.00	0.00	
	Extd Total: 5 YR EMERGENCY			5,603.00		
T-20-56-850-878-801	Reserve for Recreation					
SHIN	SHINDIGZ	18-01099	rodeo for recreation items	2,761.62	0.00	
CSCRO	C.S.C. TROPHIES	18-01445	Rodeo for Recreation trophy	75.00	0.00	
				<u>2,836.62</u>		
	Extd Total:			2,836.62		
T-20-56-850-903-801	Reserve for Shade Tree					
SUNFAR	ANTHONY & FRANK D'ESPOSITO	18-02004	Various plants T. Pavinski	313.39	0.00	
	Extd Total:			313.39		
T-20-56-850-909-801	Reserve for Tax Sale Premiums					
FWDLS	FWDLS & ASSOCIATES, LP	18-01259	REFUND PREMIUM TSC16-00039	6,000.00	0.00	
TTLBL	TTLBL, LLC	18-01915	PREMIUM TTLBL	3,500.00	0.00	
FNADZ	FNA DZ, LLC FBO WSFS	18-01916	Premium 3208/3.03 17-00279	8,600.00	0.00	
TRYSTN	TRYSTONE CAPITAL ASSETS, LLC	18-01956	Premiums 17-00336,17-00344	<u>2,600.00</u>	0.00	
				20,700.00		
	Extd Total:			20,700.00		
	Department Total:			30,631.51		
	CAFR Total:			30,631.51		
	Fund Total: TRUST OTHER			30,631.51		
Fund:	PLANNING & ZONING ESCROW FUND BUDGET:					
CAFR:	PLANNING & ZONING ESCROW FUND BUDGET:					
T-21-00-274-000-299	208 MAIN STREET (DB VENTURES, LLC)					
JACSER	JACK A. SERPICO	18-02057	SERPICO PB INVOICES MAY 2018	112.50	0.00	

Attachment: BILL LIST 7-11-18 (2018-259 : Payment of Bills)

July 5, 2018
12:26 PM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-274-000-299 INSENG	208 MAIN STREET (DB VENTURES, LLC) INSITE ENGINEERING	18-02088	Continued INSITE Invoices PB 05/2018	443.00 555.50	0.00	
	Extd Total:			555.50		
	Department Total:			555.50		
T-21-00-344-000-299 INSENG	MONROE AVE / SEWELL AVE (AP, LLC / K.HOV) INSITE ENGINEERING	18-02088	INSITE Invoices PB 05/2018	50.00	0.00	
	Extd Total:			50.00		
	Department Total:			50.00		
Department: PUBLIC ASST						
T-21-00-345-000-299 TMASSO	RENAISSANCE VILLAGE(MICHAELS DEVELOPMNT) T & M ASSOCIATES	18-02271	LAF347035 RENAISSANCE VILL.	443.20	0.00	
	Extd Total:			443.20		
	Department Total: PUBLIC ASST			443.20		
T-21-00-372-000-299 STSHOR	209 4TH AVENUE(ASBURY PARTNERS/I-STAR) ST SHORTHAND REPORTING SERVICE	18-02055	STENO PB INVOICES MAY-JUN 2018	62.50	0.00	
JACSER	JACK A. SERPICO	18-02057	SERPICO PB INVOICES MAY 2018	150.00	0.00	
INSENG	INSITE ENGINEERING	18-02088	INSITE Invoices PB 05/2018	3,428.62 3,641.12	0.00	
	Extd Total:			3,641.12		
	Department Total:			3,641.12		
T-21-00-375-000-299 STSHOR	208 MAIN ST.(PLAN AMEND)(JOHNNY MAC HOS) ST SHORTHAND REPORTING SERVICE	18-02055	STENO PB INVOICES MAY-JUN 2018	250.00	0.00	
	Extd Total:			250.00		
	Department Total:			250.00		
T-21-00-381-000-299 INSENG	1101 OCEAN(INSPECTION FEE)(ISTAR, INC.) INSITE ENGINEERING	18-02088	INSITE Invoices PB 05/2018	280.00	0.00	
TMASSO	T & M ASSOCIATES	18-02272	LAF347034 1101 OCEAN AVE.	525.00 805.00	0.00	
	Extd Total:			805.00		
	Department Total:			805.00		
T-21-00-383-000-299 INSENG	700 BANGS AVE(INSPECTION FEE)(LINUS) INSITE ENGINEERING	18-02088	INSITE Invoices PB 05/2018	487.00	0.00	
	Extd Total:			487.00		
	Department Total:			487.00		

Attachment: BILL LIST 7-11-18 (2018-259 : Payment of Bills)

July 5, 2018
12:26 PM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Page 3.H.1.a

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-397-000-299	545 LAKE AVENUE(COOKMAN COMMUNITY, LLC)					
INSENG	INSITE ENGINEERING	18-02088	INSITE Invoices PB 05/2018	150.00	0.00	
	Extd Total:			150.00		
	Department Total:			150.00		
T-21-00-398-000-299	AP DISTILLERY(SACKCON, LLC)					
INSENG	INSITE ENGINEERING	18-02088	INSITE Invoices PB 05/2018	125.00	0.00	
	Extd Total:			125.00		
	Department Total:			125.00		
T-21-00-399-000-299	1130 SPRINGWOOD(INTERFAITH NEIGHBORS)					
INSENG	INSITE ENGINEERING	18-02088	INSITE Invoices PB 05/2018	100.00	0.00	
	Extd Total:			100.00		
	Department Total:			100.00		
T-21-00-419-000-299	1105 MAIN ST-INSPECTION FEE(DOLLAR TREE)					
INSENG	INSITE ENGINEERING	18-02088	INSITE Invoices PB 05/2018	547.44	0.00	
	Extd Total:			547.44		
	Department Total:			547.44		
T-21-00-423-000-299	1607 ASBURY AVE(MT.ZION ASSEMBLY OF GOD)					
JACSER	JACK A. SERPICO	18-02060	Serpico ZB invoices May 2018	487.50	0.00	
	Extd Total:			487.50		
	Department Total:			487.50		
T-21-00-424-000-299	506 7TH AVENUE(MARK MASSARO)					
STSHOR	ST SHORTHAND REPORTING SERVICE	18-02056	ZB INVOICES MAY 2018	83.34	0.00	
JACSER	JACK A. SERPICO	18-02060	Serpico ZB invoices May 2018	112.50	0.00	
				195.84		
	Extd Total:			195.84		
	Department Total:			195.84		
T-21-00-425-000-299	RENAISSANCE-INSPECTION(MICHAELS DEV.)					
INSENG	INSITE ENGINEERING	18-02088	INSITE Invoices PB 05/2018	3,278.34	0.00	
	Extd Total:			3,278.34		
	Department Total:			3,278.34		
T-21-00-427-000-299	1107 5TH AVENUE(M.LOPER & M.RODRIGUEZ)					
CLACAN	CLARKE CATON & HINTZ	18-01962	CCH ZB INVOICES MAY 2018	324.08	0.00	
	Extd Total:			324.08		
	Department Total:			324.08		
T-21-00-429-000-299	208 THIRD AVENUE(209-213 FOURTH AVENUE)					
STSHOR	ST SHORTHAND REPORTING SERVICE	18-02056	ZB INVOICES MAY 2018	83.34	0.00	

Attachment: BILL LIST 7-11-18 (2018-259 : Payment of Bills)

July 5, 2018
12:26 PM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Page 3.H.1.a

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-429-000-299	208 THIRD AVENUE(209-213 FOURTH AVENUE) Continued					
JACSER JACK A. SERPICO		18-02060	Serpico ZB invoices May 2018	150.00	0.00	
				233.34		
	Extd Total:			233.34		
	Department Total:			233.34		
T-21-00-430-000-299	410 5TH AVENUE(ADAM BICKOFF)					
CLACAN CLARKE CATON & HINTZ		18-01962	CCH ZB INVOICES MAY 2018	376.63	0.00	
	Extd Total:			376.63		
	Department Total:			376.63		
T-21-00-431-000-299	1206 COMSTOCK STREET (SARA NORDSTROM)					
CLACAN CLARKE CATON & HINTZ		18-01962	CCH ZB INVOICES MAY 2018	776.90	0.00	
	Extd Total:			776.90		
	Department Total:			776.90		
T-21-00-432-000-299	1003 BOND ST-INSPECTION FEE(KEYGATE,LLC)					
INSENG INSITE ENGINEERING		18-02088	INSITE Invoices PB 05/2018	734.00	0.00	
TMASSO T & M ASSOCIATES		18-02273	LAF347037 1003 BOND ST.	1,125.00	0.00	
				1,859.00		
	Extd Total:			1,859.00		
	Department Total:			1,859.00		
T-21-00-434-000-299	HECK ST. & 3RD AVE.(MDB PROPERTIES, LLC)					
INSENG INSITE ENGINEERING		18-02088	INSITE Invoices PB 05/2018	275.00	0.00	
	Extd Total:			275.00		
	Department Total:			275.00		
Department: LIGHTING						
T-21-00-435-000-299	701 6TH AVENUE(STEVEN M.& WENDY GRONICH)					
STSHOR ST SHORTHAND REPORTING SERVICE		18-02056	ZB INVOICES MAY 2018	83.33	0.00	
JACSER JACK A. SERPICO		18-02060	Serpico ZB invoices May 2018	150.00	0.00	
				233.33		
	Extd Total:			233.33		
	Department Total: LIGHTING			233.33		
T-21-00-437-000-299	703 7TH AVENUE(DON FARINEAU)					
STSHOR ST SHORTHAND REPORTING SERVICE		18-02056	ZB INVOICES MAY 2018	83.33	0.00	
	Extd Total:			83.33		
	Department Total:			83.33		
T-21-00-438-000-299	534 PROSPECT AVENUE(JONATHAN BLATT)					
CLACAN CLARKE CATON & HINTZ		18-01962	CCH ZB INVOICES MAY 2018	1,051.33	0.00	
STSHOR ST SHORTHAND REPORTING SERVICE		18-02056	ZB INVOICES MAY 2018	83.33	0.00	

Attachment: BILL LIST 7-11-18 (2018-259 : Payment of Bills)

July 5, 2018
12:26 PM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Page 3.H.1.a

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-438-000-299	534 PROSPECT AVENUE(JONATHAN BLATT)		Continued			
JACSER	JACK A. SERPICO	18-02060	Serpico ZB invoices May 2018	<u>112.50</u>	0.00	
				1,247.16		
	Extd Total:			1,247.16		
	Department Total:			1,247.16		
T-21-00-439-000-299	1401 MAIN STREET(J.P.MORGAN CHASE BANK)					
CLACAN	CLARKE CATON & HINTZ	18-01962	CCH ZB INVOICES MAY 2018	1,233.99	0.00	
ANSZAR	ANSELL, GRIMM & AARON, P.C.	18-02212	AG&G Cookman Community/Chase	<u>32.00</u>	0.00	
				1,265.99		
	Extd Total:			1,265.99		
	Department Total:			1,265.99		
T-21-00-441-000-299	1201 MONROE/1500 SEWALL(BOYS&GIRLS CLUB)					
CLACAN	CLARKE CATON & HINTZ	18-01962	CCH ZB INVOICES MAY 2018	595.62	0.00	
STSHOR	ST SHORTHAND REPORTING SERVICE	18-02056	ZB INVOICES MAY 2018	83.33	0.00	
JACSER	JACK A. SERPICO	18-02060	Serpico ZB invoices May 2018	<u>187.50</u>	0.00	
				866.45		
	Extd Total:			866.45		
	Department Total:			866.45		
T-21-00-443-000-299	1519 3RD AVENUE(3 SUNSET DRIVE,LLC)					
CLACAN	CLARKE CATON & HINTZ	18-01961	CCH PB INVOICES MAY 2018	857.09	0.00	
STSHOR	ST SHORTHAND REPORTING SERVICE	18-02055	STENO PB INVOICES MAY-JUN 2018	62.50	0.00	
JACSER	JACK A. SERPICO	18-02057	SERPICO PB INVOICES MAY 2018	<u>112.50</u>	0.00	
				1,032.09		
	Extd Total:			1,032.09		
	Department Total:			1,032.09		
T-21-00-444-000-299	550 COOKMAN AVE(ABG LIQOUR HOLDINGS,LLC)					
CLACAN	CLARKE CATON & HINTZ	18-01961	CCH PB INVOICES MAY 2018	925.56	0.00	
STSHOR	ST SHORTHAND REPORTING SERVICE	18-02055	STENO PB INVOICES MAY-JUN 2018	62.50	0.00	
JACSER	JACK A. SERPICO	18-02057	SERPICO PB INVOICES MAY 2018	150.00	0.00	
INSENG	INSITE ENGINEERING	18-02088	INSITE Invoices PB 05/2018	<u>725.00</u>	0.00	
				1,863.06		
	Extd Total:			1,863.06		
	Department Total:			1,863.06		
	CAFR Total:		PLANNING & ZONING ESCROW FUND BUDGET:	21,552.30		
	Fund Total:		PLANNING & ZONING ESCROW FUND BUDGET:	21,552.30		

Attachment: BILL LIST 7-11-18 (2018-259 : Payment of Bills)

July 5, 2018
12:26 PM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund:	SPRINGWOOD AVENUE REDEVELOPMENT ESCROW:					
CAFR:	SPRINGWOOD AVENUE REDEVELOPMENT ESCROW:					
T-45-00-850-000-299	SPRINGWOOD AVENUE RED. - Miscellaneous					
MCMSCO	MCMANIMON, SCOTLAND & BAUMANN, LLC	18-02101	INV#154506: INTERFAITH NEIGH.	2,337.50	0.00	
	Extd Total:			2,337.50		
	Department Total:			2,337.50		
	CAFR Total: SPRINGWOOD AVENUE REDEVELOPMENT ESCROW:			2,337.50		
	Fund Total: SPRINGWOOD AVENUE REDEVELOPMENT ESCROW:			2,337.50		
Fund:	CITY OF ASBURY PARK REDEVELOPMENT ESCROW					
T-48-56-850-000-806	711&607 Mattison/545 Lake/550 Cookm(APB)					
MCMSCO	MCMANIMON, SCOTLAND & BAUMANN, LLC	18-02100	SERVICE RENDERED THRU 04/30/18	4,062.50	0.00	
ACAFGI	ACACIA FINANCIAL GROUP, INC.	18-02134	FAS 545 Lake Ave.	1,250.00	0.00	
MCMSCO	MCMANIMON, SCOTLAND & BAUMANN, LLC	18-02166	#154504: SACKMAN(N.VERSAILLES)	330.00	0.00	
ANSZAR	ANSELL, GRIMM & AARON, P.C.	18-02212	AG&G Cookman Community/Chase	144.00	0.00	
				5,786.50		
T-48-56-850-000-808	BOSTON WAY VILLAGE(THE ALPERT GROUP, LLC)					
TMASSO	T & M ASSOCIATES	18-02270	LAF347036 BOSTON WAY	445.98	0.00	
T-48-56-850-000-812	1001 1ST AVENUE(ASBURY HOLDING, LLC)					
MARFAL	MARAZITI FALCON, LLP	18-02192	Inv. 37996 Maraziti 1001 First	380.00	0.00	
	Extd Total:			6,612.48		
	Department Total:			6,612.48		
	CAFR Total:			6,612.48		
	Fund Total: CITY OF ASBURY PARK REDEVELOPMENT ESCROW			6,612.48		
	Year Total:			62,933.79		
Total Charged Lines: 377 Total List Amount: 1,136,897.54 Total Void Amount:				0.00		

Attachment: BILL LIST 7-11-18 (2018-259 : Payment of Bills)

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT	7-01	1,290.65	0.00	0.00	1,290.65
BEACH	7-05	<u>3,238.44</u>	<u>0.00</u>	<u>0.00</u>	<u>3,238.44</u>
Year Total:		4,529.09	0.00	0.00	4,529.09
CURRENT	8-01	777,925.84	0.00	0.00	777,925.84
BEACH	8-05	2,556.35	0.00	0.00	2,556.35
PARKING UTILITY: BUDGET:	8-06	29,360.50	0.00	0.00	29,360.50
SEWER UTILITY: BUDGET:	8-07	<u>19,732.54</u>	<u>0.00</u>	<u>0.00</u>	<u>19,732.54</u>
Year Total:		829,575.23	0.00	0.00	829,575.23
GENERAL CAPITAL FUND BUDGET:	C-04	144,412.19	0.00	0.00	144,412.19
SEWER CAPITAL FUND BUDGET:	C-08	3,081.37	0.00	0.00	3,081.37
PARKING CAPITAL	C-09	<u>92,117.14</u>	<u>0.00</u>	<u>0.00</u>	<u>92,117.14</u>
Year Total:		239,610.70	0.00	0.00	239,610.70
GRANT FUND BUDGET:	G-02	248.73	0.00	0.00	248.73
COMMUNITY DEVELOPMENT BLK GRANT BUDGE	T-17	1,800.00	0.00	0.00	1,800.00
TRUST OTHER	T-20	30,631.51	0.00	0.00	30,631.51
PLANNING & ZONING ESCROW FUND BUDGET:	T-21	21,552.30	0.00	0.00	21,552.30
SPRINGWOOD AVENUE REDEVELOPMENT ESCRO	T-45	2,337.50	0.00	0.00	2,337.50
CITY OF ASBURY PARK REDEVELOPMENT ESC	T-48	<u>6,612.48</u>	<u>0.00</u>	<u>0.00</u>	<u>6,612.48</u>
Year Total:		62,933.79	0.00	0.00	62,933.79
Total of All Funds:		<u>1,136,897.54</u>	<u>0.00</u>	<u>0.00</u>	<u>1,136,897.54</u>

July 11, 2018 Council Meeting:

Balance Brought Forward from Total List Amount	\$ 1,136,897.54
School Tax	616,621.00
Kmart	1,345.59
Freehold Soil Conservation	5,070.00
Purple Glaze	57.00
	<u>\$ 1,759,991.13</u>



RESOLUTION NO. 2018-260

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

RESOLUTION ACCEPTING THE 2017 MUNICIPAL AUDIT

WHEREAS, N.J.S.A. 40:A5-4 requires the Governing Body of every local unit to have made an annual audit of its books, accounts and financial transaction, and

WHEREAS, the Annual Report of Audit for the year 2017 has been filed by a Registered Municipal Accountant with the Municipal Clerk as per the requirements of N.J.S.A. 40A:5-6, and a copy has been received by each member of the Governing Body, and

WHEREAS, R.S. 52:27BB-34 authorizes the Local Finance Board of the State of New Jersey to prescribe reports pertaining to the local fiscal affairs; and

WHEREAS, the Local Finance Board has promulgated N.J.A.C. 5:30-6.5, a regulation requiring that the governing body of each municipality shall, by resolution, certify to the Local Finance Board of the State of New Jersey that all members of the Governing Body have reviewed, as a minimum, the sections of the annual audit entitled: General Comments and Recommendations; and

WHEREAS, the members of the Governing Body have personally reviewed, as a minimum, the Annual Report of Audit, and specifically the sections of the Annual Audit entitled: Comments and Recommendations as evidenced by the group affidavit form of the Governing Body, and

WHEREAS, such Resolution of Certification shall be adopted by Governing Body no later than forty-five days after the receipt of the annual audit, pursuant to N.J.A.C. 5:30-6.5; and, and

WHEREAS, all members of the Governing Body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board, and

WHEREAS, failure to comply with the promulgation's of the Local Finance Board of the State of New Jersey may subject the members of the local Governing Body to the penalty provisions of R.S. 52-27BB-52 to wit: R.S. 52:27BB-52 - "A local officer or member of a local Governing Body who, after a date fixed for compliance, fails or refuses to obey an order of the

Director (Director of Local Government Services), under the provisions of this Article, shall be guilty of a misdemeanor and, upon conviction, may be fined not more than one thousand dollars (\$1,000.00) or imprisoned for not more than one year, or both, in addition shall forfeit his office”.

NOW, THEREFORE, BE IT RESOLVED that the Governing Body of the City of Asbury Park, hereby states that it has complied with N.J.A.C. 5:30-6.5 and does hereby submit a certified copy of this Resolution and required affidavit to said Board to show evidence of said compliance.

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. 2018-260 which was finally adopted by the City Council at a meeting held on the 11th day of July, 2018

CERTIFIED BY ME THIS 12th DAY OF July, 2018.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2018-261

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

RESOLUTION AUTHORIZING CHANGE ORDER NUMBER 2 FOR THE FIREHOUSE LINTEL PROJECT

WHEREAS, the City Council of Asbury Park and MTB LLC are parties to a contract for the Firehouse Lintel Project via Resolution 2018-100; and

WHEREAS, the original contract amount approved by the City Council was in the sum of Twenty Eight Thousand One Hundred Dollars and 00/100 cents (\$28,100.00); and

WHEREAS, the project required Changer Order #1 in the amount not to exceed zero dollars(\$0.00); and

WHEREAS, the Change Order #1 is for a time extension due to a materials delay; and

WHEREAS, Change Order #2 is for a reduction in the contract amount of \$2,733.35; and

WHEREAS, the City Engineer (T&M Associates) on the Project recommended that Change Order No. 3 be authorized to complete the Project; and

WHEREAS, the execution of Change Order No. 2 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. 2 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 8-01-55-001-000-026 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 #2 shall be a deduction in the amount of \$2,733.35; and

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. 2018-261 which was finally adopted by the City Council at a meeting held on the 11th day of July, 2018

CERTIFIED BY ME THIS 11th DAY OF July, 2018.

CINDY A. DYE
CITY CLERK

T&M ASSOCIATES
CONSULTING & MUNICIPAL ENGINEERS
ELEVEN TINDALL ROAD
MIDDLETOWN, NEW JERSEY 07748

SHEET NO. 1 OF 2
PROJECT NO. ASPK-00755

CHANGE ORDER NO. 2

DATE: July 3, 2018

PROJECT: Rehabilitation of Vehicle Bay Door Lintels

OWNER: City of Asbury Park

CONTRACTOR: MTB, LLC

DESCRIPTION OF CHANGE:

REDUCTIONS:

Items 2 is reduced because item was not used.

EXTRA:

SUPPLEMENTARY:

S-1 Unforeseen Conditions

APPROVAL RECOMMENDED:

CHRISTINE A. BAILLARD, P.E.

ACCEPTED:

CONTRACTOR:

MTB, LLC

OWNER'S APPROVALS:

NOTE: All work to be done according to Contract Specifications.

SEE ATTACHED DETAIL	ADDITIONAL	REDUCTION
A. TOTAL REDUCTIONS THIS C.O.	XXXXXXXXXXXX	\$7,500.00
B. TOTAL EXTRAS THIS C.O.	\$0.00	XXXXXXXXXXXX
C. TOTAL SUPPLEMENTARY THIS C.O.	\$4,766.65	XXXXXXXXXXXX
TOTALS THIS C.O.	\$4,766.65	\$7,500.00
NET CHANGE THIS CHANGE ORDER		\$2,733.35
PREVIOUS CHANGE ORDERS	\$0.00	\$0.00
TOTAL CHANGE ORDERS TO DATE	\$4,766.65	\$7,500.00
NET CHANGE IN CONTRACT		\$2,733.35

ORIGINAL CONTRACT BID PRICE

\$28,100.00

CHANGE ORDERS TO DATE

-\$2,733.35

REVISED CONTRACT PRICE

\$25,366.65

CHANGE ORDER NO. 1

SHEET NO. 2 OF 2
PROJECT NO. ASPK-00755

PROJECT:

Rehabilitation of Vehicle Bay Door Lintels

OWNER:

City of Ashbury Park

CONTRACTOR:

MTB, LLC

ITEM NO.	DESCRIPTION	QUANTITY	UNIT		AMOUNT
			PRICE		
2	Police Traffic Directors w/Car (If & Where Dir)	100.00	HR	\$75.00	\$7,500.00
REDUCTIONS					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

A.

TOTAL REDUCTIONS

\$7,500.00

EXTRA					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

B.

TOTAL EXTRA

\$0.00

S-1	Unforeseen Conditions	1.00	LS	\$4,766.65	\$4,766.65
SUPPLEMENTARY					

C.

TOTAL SUPPLEMENTARY

\$4,766.65

**RESOLUTION NO. 2018-262**

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

AWARDING A CONTRACT FOR IMPROVEMENTS TO BRIDGE AND HECK STS

WHEREAS, on June 21, 2018, the City of Asbury Park (the “City”) received three (3) sealed bids for the project named “Bridge & Heck Street Improvements”; and

WHEREAS, the bids tabulation attached to this Resolution documents which bids were received, opened and read aloud in public; and

WHEREAS, Lucas Brothers, Inc., of Morganville, NJ is the lowest responsible and responsive bidder; and

WHEREAS, Lucas Brothers, Inc. has been recommended to be awarded the bid in a letter dated June 29, 2018 written by the City Engineer which is attached; and

WHEREAS, Lucas Brothers, Inc is recommended to be awarded Proposal A in the amount of \$1,032,497.00, and Proposal B in the amount of \$939,939.00, for a total aggregate amount of \$1,972,436.00; and

WHEREAS, the City Engineer’s recommendation is contingent upon (1.) the review and approval of the low bidder’s bid documents by the City Attorney, (2.) a certification of the availability of funds from the City’s Chief Financial Officer, and (3.) Concurrence of Award by the New Jersey Department of Transportation; and

WHEREAS, the City’s Chief Financial Officer has certified that sufficient funds have been allocated and are currently available in account C-04-55-998-172-016 and C-04-55-998-170-002; and the maximum dollar value of the pending contract is as set forth in the resolution.

WHEREAS, the City Attorney has confirmed that the low bidder’s bid documents are in satisfactory legal form; and

WHEREAS, the Mayor and/or City Manager are hereby authorized to execute, and the City Clerk to attest, a contract with the lowest responsive bidder for the completion of this project in accordance with the bid documents, so long as the contract is in a form that is deemed satisfactory to the City Attorney.

NOW, THEREFORE BE IT RESOLVED, by the The City Council of the City of Asbury Park, Monmouth County, New Jersey, does hereby award the Bridge and Heck Street Improvements bid to Lucas Brothers, Inc. of Morganville, NJ in the amount of \$1,972,436.00 for work to be conducted under Proposal A and Proposal B subject to the contingencies set forth herein.

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

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2018-262 which was finally adopted by the City Council at a meeting held on the 11th day of July, 2018

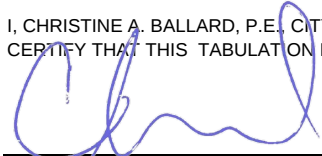
CERTIFIED BY ME THIS 11th DAY OF July, 2017.

CINDY A. DYE
CITY CLERK

CITY OF ASBURY PARK
ASPK-00763 - BRIDGE STREET & HECK STREET IMPROVEMENTS
June 21, 2018
BID SUMMARY

	ENGINEER'S ESTIMATE	LUCAS BROTHERS INC 80 AMBOY RD MORGANVILLE, NJ 07751 PHONE: 732-536-6663 FAX: 732-536-5831 daniellucas@lucasbros.com	LUCAS CONSTR. GROUP PO BOX 8939 RED BANK, NJ 07701 PHONE: 732-955-8300 FAX: 732-955-8301 GeorgeLucas@lucascg.com	BLACK ROCK ENTERPRISES 1316 ENGLISHTOWN ROAD OLD BRIDGE, NJ 08857 PHONE: 732-797-8542 FAX: 732-797-8542 simon@blackrocknj.com
PROPOSAL A - HECK STREET	\$1,099,585.00	\$1,032,497.00	\$1,102,998.00	\$1,404,596.00
PROPOSAL B - BRIDGE STREET	\$1,083,875.00	\$939,939.00	\$1,018,123.00	\$1,134,090.00
SUM OF PROPOSALS A+B	\$2,183,460.00	\$1,972,436.00	\$2,121,121.00	\$2,538,686.00

I, CHRISTINE A. BALLARD, P.E., CITY OF ASBURY PARK ENGINEER,
CERTIFY THAT THIS TABULATION IS ACCURATE AND CORRECT.



JUNE 21,2018

CHRISTINE A. BALLARD, P.E., GE47267

Attachment: ASPK-00763 BID SUMMARY & TABULATION (Prop A & B) (2018-262 : Awarding a contract for

CITY OF ASBURY PARK ASPK-00756 - BRIDGE STREET & HECK STREET IMPROVEMENTS June 21, 2018 PROPOSAL A - HECK STREET				ENGINEER'S ESTIMATE		LUCAS BROTHERS INC 80 AMBOY RD MORGANVILLE, NJ 07751 PHONE: 732-536-6663 FAX: 732-536-5831 daniellucas@lucasbros.com		LUCAS CONSTR. GROUP PO BOX 8939 RED BANK, NJ 07701 PHONE: 732-955-8300 FAX: 732-955-8301 GeorgeLucas@lucascg.com		BLACK ROCK ENTERPRISES 1316 ENGLISHTOWN ROAD OLD BRIDGE, NJ 08857 PHONE: 732-967-6400 FAX: 732-967-6402 spaydar@blackrocknj.com	
NO.	ITEM DESCRIPTION	UNIT	TOTAL QTY.	UNIT PRICE	AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
1	BREAKAWAY BARRICADE	UNIT	10	\$50.00	\$500.00	\$1.00	\$10.00	\$1.00	\$10.00	\$100.00	\$1,000.00
2	DRUM	UNIT	25	\$55.00	\$1,375.00	\$1.00	\$25.00	\$1.00	\$25.00	\$60.00	\$1,500.00
3	TRAFFIC CONE	UNIT	50	\$25.00	\$1,250.00	\$1.00	\$50.00	\$1.00	\$50.00	\$15.00	\$750.00
4	CONSTRUCTION SIGNS	SF	480	\$20.00	\$9,600.00	\$19.00	\$9,120.00	\$1.00	\$480.00	\$10.00	\$4,800.00
5	POLICE TRAFFIC DIRECTORS (IF AND WHERE DIRECTED)	HOURL	1,500	\$75.00	\$112,500.00	\$75.00	\$112,500.00	\$75.00	\$112,500.00	\$75.00	\$112,500.00
6	FUEL PRICE ADJUSTMENT	DOLLAR	300	\$1.00	\$300.00	\$1.00	\$300.00	\$1.00	\$300.00	\$1.00	\$300.00
7	ASPHALT PRICE ADJUSTMENT	DOLLAR	1,400	\$1.00	\$1,400.00	\$1.00	\$1,400.00	\$1.00	\$1,400.00	\$1.00	\$1,400.00
8	EXCAVATION, TEST PIT	UNIT	10	\$350.00	\$3,500.00	\$450.00	\$4,500.00	\$250.00	\$2,500.00	\$500.00	\$5,000.00
9	DENSE GRADED AGGREGATE BASE COURSE, 4" THICK (IF AND WHERE DIRECTED)	SY	650	\$9.50	\$6,175.00	\$0.01	\$6.50	\$1.00	\$650.00	\$8.00	\$5,200.00
10	HMA MILLING, 3" OR LESS	SY	45	\$4.00	\$180.00	\$20.00	\$900.00	\$15.00	\$675.00	\$15.00	\$675.00
11	POLYMERIZED JOINT ADHESIVE	LF	4,800	\$1.00	\$4,800.00	\$0.01	\$48.00	\$0.25	\$1,200.00	\$1.50	\$7,200.00
12	TACK COAT	GAL	650	\$2.50	\$1,625.00	\$6.00	\$3,900.00	\$1.00	\$650.00	\$3.50	\$2,275.00
13	HOT MIX ASPHALT 9.5M64 SURFACE COURSE, 2" THICK	TON	770	\$100.00	\$77,000.00	\$150.00	\$115,500.00	\$100.00	\$77,000.00	\$89.00	\$68,530.00
14	HOT MIX ASPHALT 19M64 BASE COURSE, 4" THICK	TON	1,520	\$80.00	\$121,600.00	\$80.00	\$121,600.00	\$130.00	\$197,600.00	\$88.00	\$133,760.00
15	12" DUCTILE IRON PIPE, CLASS 52 (IF AND WHERE DIRECTED)	LF	120	\$120.00	\$14,400.00	\$75.00	\$9,000.00	\$75.00	\$9,000.00	\$120.00	\$14,400.00
16	CONCRETE HEADWALL (IF AND WHERE DIRECTED)	CY	2	\$1,500.00	\$3,000.00	\$1,200.00	\$2,400.00	\$1,750.00	\$3,500.00	\$850.00	\$1,700.00
17	CONCRETE SIDEWALK, 4" THICK	SY	1,200	\$70.00	\$84,000.00	\$60.00	\$72,000.00	\$75.00	\$90,000.00	\$65.00	\$78,000.00
18	ARTICULATING SIDEWALK JOINT, 4" THICK (IF AND WHERE DIRECTED)	LF	310	\$15.00	\$4,650.00	\$7.50	\$2,325.00	\$20.00	\$6,200.00	\$10.00	\$3,100.00
19	RESET SLATE SIDEWALK (IF AND WHERE DIRECTED)	SY	410	\$75.00	\$30,750.00	\$110.00	\$45,100.00	\$60.00	\$24,600.00	\$90.00	\$36,900.00
20	HOT MIX ASPHALT DRIVEWAY, 5" THICK	SY	30	\$55.00	\$1,650.00	\$85.00	\$2,550.00	\$75.00	\$2,250.00	\$40.00	\$1,200.00
21	CONCRETE DRIVEWAY, REINFORCED, 6" THICK	SY	280	\$100.00	\$28,000.00	\$67.00	\$18,760.00	\$90.00	\$25,200.00	\$72.00	\$20,160.00
22	DETECTABLE WARNING SURFACE	SY	48	\$300.00	\$14,400.00	\$300.00	\$14,400.00	\$400.00	\$19,200.00	\$250.00	\$12,000.00
23	6" X 18" CONCRETE VERTICAL CURB (IF AND WHERE DIRECTED)	LF	100	\$35.00	\$3,500.00	\$28.00	\$2,800.00	\$35.00	\$3,500.00	\$35.00	\$3,500.00
24	COMBINATION CONCRETE CURB AND GUTTER	LF	4,060	\$50.00	\$203,000.00	\$40.00	\$162,400.00	\$45.00	\$182,700.00	\$44.00	\$178,640.00
25	CONCRETE GUTTER, REINFORCED, 7" WIDE	SY	180	\$100.00	\$18,000.00	\$140.00	\$25,200.00	\$250.00	\$45,000.00	\$95.00	\$17,100.00
26	TRAFFIC STRIPES, LONG-LIFE, THERMOPLASTIC, 4" WIDE	LF	80	\$1.00	\$80.00	\$1.00	\$80.00	\$0.60	\$48.00	\$0.70	\$56.00
27	TRAFFIC STRIPES, LONG-LIFE, THERMOPLASTIC, 24" WIDE	LF	1,280	\$3.00	\$3,840.00	\$4.15	\$5,312.00	\$4.00	\$5,120.00	\$4.00	\$5,120.00
28	TRAFFIC MARKINGS, THERMOPLASTIC	SF	160	\$6.00	\$960.00	\$6.30	\$1,008.00	\$6.50	\$1,040.00	\$8.00	\$1,280.00
29	SIGN	SF	160	\$30.00	\$4,800.00	\$39.00	\$6,240.00	\$40.00	\$6,400.00	\$45.00	\$7,200.00
30	6" POLYVINYL CHLORIDE SEWER PIPE (REPLACEMENT)	LF	160	\$60.00	\$9,600.00	\$53.00	\$8,480.00	\$45.00	\$7,200.00	\$115.00	\$18,400.00
31	8" POLYVINYL CHLORIDE SEWER PIPE (REPLACEMENT)	LF	1,380	\$75.00	\$103,500.00	\$56.00	\$77,280.00	\$55.00	\$75,900.00	\$125.00	\$172,500.00
32	10" POLYVINYL CHLORIDE SEWER PIPE (REPLACEMENT)	LF	450	\$80.00	\$36,000.00	\$64.00	\$28,800.00	\$60.00	\$27,000.00	\$130.00	\$58,500.00
33	SANITARY SEWER SERVICE CONNECTION (REPLACEMENT)	UNIT	60	\$1,000.00	\$60,000.00	\$975.00	\$58,500.00	\$400.00	\$24,000.00	\$2,500.00	\$150,000.00
34	CLEANOUT (REPLACEMENT)	UNIT	60	\$150.00	\$9,000.00	\$200.00	\$12,000.00	\$600.00	\$36,000.00	\$375.00	\$22,500.00
35	MANHOLE, SANITARY SEWER (REPLACEMENT)	UNIT	15	\$7,000.00	\$105,000.00	\$5,900.00	\$88,500.00	\$6,500.00	\$97,500.00	\$16,000.00	\$240,000.00
36	TREE REMOVAL, 6" TO 18" DIAMETER (IF AND WHERE DIRECTED)	UNIT	1	\$800.00	\$800.00	\$970.00	\$970.00	\$750.00	\$750.00	\$1,000.00	\$1,000.00
37	TREE REMOVAL, OVER 18" TO 30" DIAMETER (IF AND WHERE DIRECTED)	UNIT	1	\$1,000.00	\$1,000.00	\$1,100.00	\$1,100.00	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00
38	BORROW TOPSOILING, 4" THICK	SY	1,850	\$5.00	\$9,250.00	\$6.50	\$12,025.00	\$5.00	\$9,250.00	\$5.00	\$9,250.00
39	SEEDING AND FERTILIZING, TYPE G	SY	1,850	\$2.00	\$3,700.00	\$1.25	\$2,312.50	\$1.00	\$1,850.00	\$1.00	\$1,850.00
40	STRAW MULCHING	SY	1,850	\$2.00	\$3,700.00	\$0.70	\$1,295.00	\$1.00	\$1,850.00	\$1.00	\$1,850.00
41	LARGE DECIDUOUS TREE, 2 1/2" DIAMETER, B&B (IF AND WHERE DIRECTED)	UNIT	2	\$600.00	\$1,200.00	\$900.00	\$1,800.00	\$700.00	\$1,400.00	\$750.00	\$1,500.00

PROPOSAL 'A' - HECK STREET CONSTRUCTION COST

I, CHRISTINE A. BALLARD, P.E., CONSULTING ENGINEER,
CERTIFY THAT THIS TABULATION IS ACCURATE AND CORRECT.

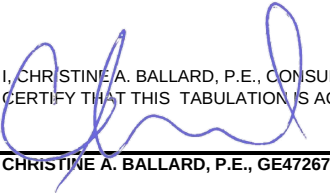
CHRISTINE A. BALLARD, P.E., GE47267 DATE JUNE 21, 2018

\$1,099,585.00	\$1,032,497.00	\$1,102,998.00	\$1,404,596.00
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CITY OF ASBURY PARK ASPK-00756 - BRIDGE STREET & HECK STREET IMPROVEMENTS June 21, 2018 PROPOSAL B - BRIDGE STREET				ENGINEER'S ESTIMATE		LUCAS BROTHERS INC 80 AMBOY RD MORGANVILLE, NJ 07751 PHONE: 732-536-6663 FAX: 732-536-5831 daniellucas@lucasbros.com		LUCAS CONSTR. GROUP PO BOX 8939 RED BANK, NJ 07701 PHONE: 732-955-8300 FAX: 732-955-8301 GeorgeLucas@lucascg.com		BLACK ROCK ENTERPRISES 1316 ENGLISHTOWN ROAD OLD BRIDGE, NJ 08857 PHONE: 732-967-6400 FAX: 732-967-6402 spaydar@blackrocknj.com	
NO.	ITEM DESCRIPTION	UNIT	TOTAL QTY.	UNIT PRICE	AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
1	BREAKAWAY BARRICADE	UNIT	10	\$50.00	\$500.00	\$1.00	\$10.00	\$1.00	\$10.00	\$100.00	\$1,000.00
2	DRUM	UNIT	25	\$55.00	\$1,375.00	\$1.00	\$25.00	\$1.00	\$25.00	\$60.00	\$1,500.00
3	TRAFFIC CONE	UNIT	50	\$25.00	\$1,250.00	\$1.00	\$50.00	\$1.00	\$50.00	\$15.00	\$750.00
4	CONSTRUCTION SIGNS	SF	420	\$20.00	\$8,400.00	\$19.00	\$7,980.00	\$1.00	\$420.00	\$10.00	\$4,200.00
5	POLICE TRAFFIC DIRECTORS (IF AND WHERE DIRECTED)	HOUR	1,500	\$75.00	\$112,500.00	\$75.00	\$112,500.00	\$75.00	\$112,500.00	\$75.00	\$112,500.00
6	FUEL PRICE ADJUSTMENT	DOLLAR	200	\$1.00	\$200.00	\$1.00	\$200.00	\$1.00	\$200.00	\$1.00	\$200.00
7	ASPHALT PRICE ADJUSTMENT	DOLLAR	1,000	\$1.00	\$1,000.00	\$1.00	\$1,000.00	\$1.00	\$1,000.00	\$1.00	\$1,000.00
8	EXCAVATION, TEST PIT	UNIT	17	\$350.00	\$5,950.00	\$550.00	\$9,350.00	\$250.00	\$4,250.00	\$500.00	\$8,500.00
9	DENSE GRADED AGGREGATE BASE COURSE, 4" THICK (IF AND WHERE DIRECTED)	SY	200	\$9.50	\$1,900.00	\$0.01	\$2.00	\$1.00	\$200.00	\$8.00	\$1,600.00
10	DENSE GRADED AGGREGATE BASE COURSE, VARIABLE THICKNESS	CY	230	\$50.00	\$11,500.00	\$0.01	\$2.30	\$15.00	\$3,450.00	\$80.00	\$18,400.00
11	HMA MILLING, 3" OR LESS (IF AND WHERE DIRECTED)	SY	200	\$4.00	\$800.00	\$11.00	\$2,200.00	\$15.00	\$3,000.00	\$15.00	\$3,000.00
12	POLYMERIZED JOINT ADHESIVE	LF	1,830	\$1.00	\$1,830.00	\$0.01	\$18.30	\$0.25	\$457.50	\$1.50	\$2,745.00
13	TACK COAT	GAL	450	\$2.50	\$1,125.00	\$6.00	\$2,700.00	\$1.00	\$450.00	\$3.50	\$1,575.00
14	HOT MIX ASPHALT 9.5M64 SURFACE COURSE, 2" THICK	TON	530	\$100.00	\$53,000.00	\$190.00	\$100,700.00	\$100.00	\$53,000.00	\$89.00	\$47,170.00
15	HOT MIX ASPHALT 19M64 BASE COURSE, 4" THICK	TON	1,060	\$80.00	\$84,800.00	\$75.00	\$79,500.00	\$130.00	\$137,800.00	\$88.00	\$93,280.00
16	RETAINING WALL, LOCATION NO. 1	SF	60	\$85.00	\$5,100.00	\$98.00	\$5,880.00	\$75.00	\$4,500.00	\$40.00	\$2,400.00
17	18" REINFORCED CONCRETE PIPE W/ O-RING GASKETS	LF	835	\$110.00	\$91,850.00	\$76.00	\$63,460.00	\$65.00	\$54,275.00	\$90.00	\$75,150.00
18	12" REINFORCED CONCRETE PIPE, CLASS V W/ O-RING GASKETS	LF	130	\$85.00	\$11,050.00	\$75.00	\$9,750.00	\$50.00	\$6,500.00	\$90.00	\$11,700.00
19	15" REINFORCED CONCRETE PIPE, CLASS V W/ O-RING GASKETS	LF	25	\$95.00	\$2,375.00	\$94.00	\$2,350.00	\$55.00	\$1,375.00	\$90.00	\$2,250.00
20	12" HIGH DENSITY POLYETHYLENE PIPE	LF	70	\$70.00	\$4,900.00	\$48.00	\$3,360.00	\$60.00	\$4,200.00	\$75.00	\$5,250.00
21	12" DUCTILE IRON PIPE, CLASS 52	LF	15	\$120.00	\$1,800.00	\$110.00	\$1,650.00	\$100.00	\$1,500.00	\$120.00	\$1,800.00
22	14" DUCTILE IRON PIPE, CLASS 52	LF	45	\$175.00	\$7,875.00	\$92.00	\$4,140.00	\$115.00	\$5,175.00	\$140.00	\$6,300.00
23	4" HIGH DENSITY E30LKPOLYETHYLENE UNDERDRAIN PIPE	LF	70	\$35.00	\$2,450.00	\$32.00	\$2,240.00	\$45.00	\$3,150.00	\$40.00	\$2,800.00
24	12" HIGH DENSITY POLYETHYLENE END SECTION	UNIT	2	\$500.00	\$1,000.00	\$1,800.00	\$3,600.00	\$1,500.00	\$3,000.00	\$2,000.00	\$4,000.00
25	INLET, TYPE B	UNIT	9	\$5,500.00	\$49,500.00	\$3,700.00	\$33,300.00	\$6,000.00	\$54,000.00	\$4,500.00	\$40,500.00
26	INLET, TYPE E	UNIT	1	\$5,500.00	\$5,500.00	\$3,900.00	\$3,900.00	\$6,850.50	\$6,850.50	\$4,500.00	\$4,500.00
27	MANHOLE, 4' DIAMETER	UNIT	5	\$6,500.00	\$32,500.00	\$6,200.00	\$31,000.00	\$6,300.00	\$31,500.00	\$7,000.00	\$35,000.00
350	RIPRAP STONE CHANNEL PROTECTION, 12" THICK, (D50= ___")	SY	4	\$350.00	\$1,400.00	\$730.00	\$2,920.00	\$200.00	\$800.00	\$750.00	\$3,000.00
29	CONCRETE SIDEWALK, 4"THICK	SY	1,240	\$70.00	\$86,800.00	\$60.00	\$74,400.00	\$75.00	\$93,000.00	\$65.00	\$80,600.00
30	ARTICULATING SIDEWALK JOINT, 4" THICK	LF	450	\$15.00	\$6,750.00	\$7.50	\$3,375.00	\$20.00	\$9,000.00	\$10.00	\$4,500.00
31	HOT MIX ASPHALT DRIVEWAY, 5" THICK	SY	30	\$55.00	\$1,650.00	\$100.00	\$3,000.00	\$75.00	\$2,250.00	\$40.00	\$1,200.00
32	CONCRETE DRIVEWAY, REINFORCED, 6" THICK	SY	260	\$100.00	\$26,000.00	\$67.00	\$17,420.00	\$90.00	\$23,400.00	\$72.00	\$18,720.00
33	RESET PAVER DRIVEWAY	SY	10	\$200.00	\$2,000.00	\$115.00	\$1,150.00	\$175.00	\$1,750.00	\$100.00	\$1,000.00
34	DETECTABLE WARNING SURFACE	SY	17	\$300.00	\$5,100.00	\$300.00	\$5,100.00	\$400.00	\$6,800.00	\$250.00	\$4,250.00
35	6" X 18" CONCRETE VERTICAL CURB	LF	35	\$35.00	\$1,225.00	\$28.00	\$980.00	\$35.00	\$1,225.00	\$35.00	\$1,225.00
36	COMBINATION CONCRETE CURB AND GUTTER	LF	2,540	\$50.00	\$127,000.00	\$40.00	\$101,600.00	\$45.00	\$114,300.00	\$44.00	\$111,760.00
37	CONCRETE GUTTER, REINFORCED, 7" WIDE	SY	35	\$100.00	\$3,500.00	\$140.00	\$4,900.00	\$250.00	\$8,750.00	\$95.00	\$3,325.00
38	TRAFFIC STRIPES, LONG-LIFE, THERMOPLASTIC, 24" WIDE	LF	370	\$3.00	\$1,110.00	\$4.15	\$1,535.50	\$4.00	\$1,480.00	\$4.00	\$1,480.00
39	REGULATORY AND WARNING SIGN	SF	62	\$40.00	\$2,480.00	\$39.00	\$2,418.00	\$40.00	\$2,480.00	\$45.00	\$2,790.00
40	8" DUCTILE IRON SEWER PIPE (REPLACEMENT) (IF AND WHERE DIRECTED)	LF	20	\$120.00	\$2,400.00	\$88.00	\$1,760.00	\$90.00	\$1,800.00	\$150.00	\$3,000.00
41	10" DUCTILE IRON SEWER PIPE (REPLACEMENT)	LF	630	\$150.00	\$94,500.00	\$125.00	\$78,750.00	\$100.00	\$63,000.00	\$165.00	\$103,950.00
42	4" POLYVINYL CHLORIDE SEWER PIPE LATERAL (REPLACEMENT)	LF	130	\$60.00	\$7,800.00	\$65.00	\$8,450.00	\$55.00	\$7,150.00	\$65.00	\$8,450.00
43	6" POLYVINYL CHLORIDE SEWER PIPE LATERAL (REPLACEMENT)	LF	6	\$80.00	\$480.00	\$95.00	\$570.00	\$150.00	\$900.00	\$70.00	\$420.00
44	6" POLYVINYL CHLORIDE SEWER PIPE (REPLACEMENT)	LF	100	\$60.00	\$6,000.00	\$75.00	\$7,500.00	\$45.00	\$4,500.00	\$70.00	\$7,000.00
45	8" POLYVINYL CHLORIDE SEWER PIPE (REPLACEMENT)	LF	680	\$75.00	\$51,000.00	\$65.00	\$44,200.00	\$55.00	\$37,400.00	\$125.00	\$85,000.00
46	SANITARY SEWER SERVICE CONNECTION (REPLACEMENT)	UNIT	15	\$1,000.00	\$15,000.00	\$400.00	\$6,000.00	\$400.00	\$6,000.00	\$100.00	\$1,500.00
47	CLEANOUT (REPLACEMENT)	UNIT	15	\$150.00	\$2,250.00	\$200.00	\$3,000.00	\$600.00	\$9,000.00	\$500.00	\$7,500.00
48	MANHOLE, SANITARY SEWER	UNIT	1	\$7,000.00	\$7,000.00	\$5,300.00	\$5,300.00	\$6,500.00	\$6,500.00	\$9,500.00	\$9,500.00
49	MANHOLE, SANITARY SEWER (REPLACEMENT)	UNIT	6	\$7,000.00	\$42,000.00	\$5,300.00	\$31,800.00	\$6,500.00	\$39,000.00	\$16,000.00	\$96,000.00
50	RESET MANHOLE, SANITARY SEWER, USING EXISTING CASTING (IF & WHERE DIRECTED)	UNIT	1	\$1,000.00	\$1,000.00	\$1,357.90	\$1,357.90	\$350.00	\$350.00	\$500.00	\$500.00

CITY OF ASBURY PARK ASPK-00756 - BRIDGE STREET & HECK STREET IMPROVEMENTS June 21, 2018 PROPOSAL B - BRIDGE STREET				ENGINEER'S ESTIMATE		LUCAS BROTHERS INC 80 AMBOY RD MORGANVILLE, NJ 07751 PHONE: 732-536-6663 FAX: 732-536-5831 daniellucas@lucasbros.com		LUCAS CONSTR. GROUP PO BOX 8939 RED BANK, NJ 07701 PHONE: 732-955-8300 FAX: 732-955-8301 GeorgeLucas@lucascg.com		BLACK ROCK ENTERPRISES 1316 ENGLISHTOWN ROAD OLD BRIDGE, NJ 08857 PHONE: 732-967-6400 FAX: 732-967-6402 spaydar@blackrocknj.com	
NO.	ITEM DESCRIPTION	UNIT	TOTAL QTY.	UNIT PRICE	AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
51	TREE REMOVAL, OVER 18" TO 24" DIAMETER	UNIT	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00
52	TREE REMOVAL, OVER 30" TO 36" DIAMETER	UNIT	1	\$2,500.00	\$2,500.00	\$2,200.00	\$2,200.00	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00
53	BORROW TOPSOILING, 4" THICK	SY	1,700	\$5.00	\$8,500.00	\$6.35	\$10,795.00	\$5.00	\$8,500.00	\$5.00	\$8,500.00
54	BIO-RETENTION AREA SOIL MIX SYSTEM	SY	500	\$65.00	\$32,500.00	\$5.70	\$2,850.00	\$75.00	\$37,500.00	\$70.00	\$35,000.00
55	SEEDING AND FERTILIZING, TYPE G	SY	1,400	\$2.00	\$2,800.00	\$1.65	\$2,310.00	\$1.00	\$1,400.00	\$1.00	\$1,400.00
56	STRAW MULCHING	SY	1,700	\$2.00	\$3,400.00	\$0.90	\$1,530.00	\$1.00	\$1,700.00	\$1.00	\$1,700.00
57	SMALL DECIDUOUS TREE, 1 1/2"-2" DIAMETER, B&B	UNIT	4	\$800.00	\$3,200.00	\$900.00	\$3,600.00	\$500.00	\$2,000.00	\$275.00	\$1,100.00
58	RED CHOKEBERRY, 24"-30"HT, CONT.	UNIT	12	\$100.00	\$1,200.00	\$42.00	\$504.00	\$150.00	\$1,800.00	\$75.00	\$900.00
59	VIRGINIA WILLOW, 24"-30"HT, CONT.	UNIT	8	\$100.00	\$800.00	\$42.00	\$336.00	\$150.00	\$1,200.00	\$75.00	\$600.00
60	SOFT RUSH, 12" MIN, CONT.	UNIT	70	\$50.00	\$3,500.00	\$42.00	\$2,940.00	\$20.00	\$1,400.00	\$75.00	\$5,250.00
61	LITTLE BLUESTEM GRASS, 12" MIN, CONT.	UNIT	85	\$50.00	\$4,250.00	\$42.00	\$3,570.00	\$20.00	\$1,700.00	\$75.00	\$6,375.00
62	CANADIAN COLUMBINE, 12" MIN, CONT.	UNIT	120	\$50.00	\$6,000.00	\$42.00	\$5,040.00	\$50.00	\$6,000.00	\$50.00	\$6,000.00
63	FALSE SUNFLOWER, 12" MIN, CONT.	UNIT	135	\$50.00	\$6,750.00	\$42.00	\$5,670.00	\$50.00	\$6,750.00	\$50.00	\$6,750.00
64	BERGAMOT, 12" MIN, CONT.	UNIT	75	\$50.00	\$3,750.00	\$42.00	\$3,150.00	\$50.00	\$3,750.00	\$50.00	\$3,750.00
65	PANICLED ASTER, 12" MIN, CONT.	UNIT	145	\$50.00	\$7,250.00	\$42.00	\$6,090.00	\$50.00	\$7,250.00	\$45.00	\$6,525.00
PROPOSAL 'B' - BRIDGE STREET CONSTRUCTION COST					\$1,083,875.00	\$939,939.00		\$1,018,123.00		\$1,134,090.00	

I, CHRISTINE A. BALLARD, P.E., CONSULTING ENGINEER,
CERTIFY THAT THIS TABULATION IS ACCURATE AND CORRECT.



CHRISTINE A. BALLARD, P.E., GE47267

JUNE 21, 2018

DATE



YOUR GOALS. OUR MISSION.

ASPK-00763

June 29, 2018
(Via email and hand delivery)

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

**Re: City of Asbury Park
Bridge Street and Heck Street Improvements
Recommendation to Award Bid**

Dear Mr. Capabianco:

On Thursday, June 21, 2018, three (3) bids were received for the above referenced project. This project consists of various roadway reconstruction, curb, sidewalk, and drainage, as well as sanitary sewer replacement and repairs on Heck Street, between Asbury Avenue and Fifth Avenue, and Bridge Street, from Sunset Avenue to Third Avenue.

A bid summary for the low bidder is provided below and complete bid tabulation is attached for your reference.

		Engineer's Estimate	Lucas Brothers, Inc.
PROPOSAL A	HECK STREET	\$ 1,099,585.00	\$ 1,032,497.00
PROPOSAL B	BRIDGE STREET	\$ 1,083,875.00	\$ 939,939.00
Aggregate total Proposal A + Proposal B		\$ 2,183,460.00	\$ 1,972,436.00

The apparent low bidder is Lucas Brothers, Inc. of Morganville, NJ. T&M has worked with Lucas Brothers on past projects and work has been completed satisfactorily. We have also contacted the apparent low bidder to confirm he is prepared to proceed.

Based upon the above, T&M recommends that the City award the contract to the low bidder, Lucas Brothers Inc., for Proposal A in the amount of \$1,032,497.00 and Proposal B in the amount of \$939,939.00 for a total aggregate amount of **\$1,972,436.00**.

Award of the contract should be made subject to certification of the availability of funds, review of the bid package by the City Attorney, and concurrence of award by NJDOT.

Attachment: Capabianco_CAB_Bridge-Heck_Recommendation of Award Letter (2018-262 : Awarding a contract for improvements to Bridge



Le: Michael N. Capabianco, City Manager

Re: Bridge Street & Heck Street Improvements
Recommendation to Award Bid

If you have any questions or require additional information, kindly advise.

Very truly yours,

T&M ASSOCIATES

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

JDH:jdH

Enclosures

Cc: Cindy Dye, City Clerk (via email)
Frederick C. Raffetto, City Attorney (w/Bid Summary)
JoAnn Boos, CFO (w/Bid Summary)
James Foster, Treasurer (via email)

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Attachment: Capabianco_CAB_Bridge-Heck_Recommendation of Award Letter (2018-262 : Awarding a contract for improvements to Bridge

BID PACKET**FOR:****Bridge Street Improvements and Heck Street Improvements**

City of Asbury Park,
Monmouth County,
New Jersey

BY:

Lucas Brothers Inc.

(Bidder Name)

80 Amey Road Monmouth, NJ 07751

(Bidder Address)

732-536-6663

(Bidder Phone Number)

(Bidder Alternative Phone Number)

732-536-5831

(Bidder Fax Number)

22-2261741

(Bidder Federal I.D. # or S.S. #)

Daniel Lucas @ lucasbro.com

(Bidder Email Address)

Luis Lucas

(Name of Bidder's Authorized Representative)

TO:**City of Asbury Park**

Asbury Park Municipal Complex
One Municipal Plaza

BID SUBMISSION CHECKLIST

(Pursuant to N.J.S.A. 40A:11-23.2)

Bridge Street Improvements and Heck Street Improvements City of Asbury Park

Lucas Brothers, Inc.
(Bidder Name)

Bidders are required to submit all of the following documents with their Bid Packets. Failure to submit all documents may mandate rejection of the Bid Packets.

DESCRIPTION OF DOCUMENT	BIDDER'S INITIALS
1. BID SUBMISSION CHECKLIST pursuant to <u>N.J.S.A. 40A:11-23.2</u> (this document)	<u>li</u>
2. BID PROPOSAL	<u>li</u>
3. ACKNOWLEDGMENT OF RECEIPT OF ADDENDA pursuant to <u>N.J.S.A. 40A:11-23c, 1.2, & 3</u>	<u>li</u>
4. BUSINESS REGISTRATION CERTIFICATE pursuant to <u>N.J.S.A. 52:32-44</u>	<u>li</u>
5. PUBLIC WORKS CONTRACTOR CERTIFICATE pursuant to <u>N.J.S.A. 34:11-56.48</u>	<u>li</u>
6. OWNERSHIP DISCLOSURE pursuant to <u>N.J.S.A. 52:25-24.2</u>	<u>li</u>
7. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN pursuant to <u>N.J.S.A. 40A:11-2.1</u>	<u>li</u>
8. DISCLOSURE OF ELECTION CONTRIBUTIONS pursuant to <u>N.J.S.A. 19:44A-20.27</u>	<u>li</u>
9. BID BOND AND SECURITY pursuant to <u>N.J.S.A. 40A:11-21</u>	<u>li</u>
10. CONSENT OF SURETY pursuant to <u>N.J.S.A. 40A:11-22</u>	<u>li</u>
11. NON-COLLUSION AFFIDAVIT pursuant to <u>N.J.S.A. 52:34-15</u>	<u>li</u>
12. EQUIPMENT CERTIFICATION pursuant to <u>N.J.S.A. 40A:11-20</u>	<u>li</u>
13. SUBCONTRACTOR IDENTIFICATION pursuant to <u>N.J.S.A. 40A:11-16</u>	<u>li</u>
14. PREVAILING WAGE COMPLIANCE DECLARATION pursuant to <u>N.J.S.A. 34:11-56.25 et seq.</u>	<u>li</u>
15. BIDDER'S ACKNOWLEDGMENT	<u>li</u>
16. AMERICAN PRODUCTS CERTIFICATION pursuant to <u>N.J.S.A. 40A:11-18</u>	<u>li</u>
17. STATEMENT OF EXPERIENCE AND QUALIFICATIONS (on the forms provided)	<u>li</u>
18. PENDING ETHICAL VIOLATIONS STATEMENT (on company letterhead)	<u>li</u>
19. BID PACKET CERTIFICATION (completed and signed by appropriate an authorized representative(s) of Bidder and notarized by Notary Public)	<u>li</u>

BID PROPOSAL

Heck Street Improvements – City of Asbury Park Proposal A

Lucas Brothers, Inc.
(Bidder Name)

ITEM	DESCRIPTION	BID QUANTITY	UNIT	UNIT PRICE BID	BID AMOUNT
1.	BREAKAWAY BARRICADE	10	UNIT	\$ 1.00	\$ 10.00
2.	DRUM	25	UNIT	\$ 1.00	\$ 25.00
3.	TRAFFIC CONE	50	UNIT	\$ 1.00	\$ 50.00
4.	CONSTRUCTION SIGNS	480	SF	\$ 19.00	\$ 9120.00
5.	POLICE TRAFFIC DIRECTORS (IF AND WHERE DIRECTED)	1,500	HOUR	\$ 75.00	\$ 112,500
6.	FUEL PRICE ADJUSTMENT	300	DOLLAR	\$ 1.00	\$ 300.00
7.	ASPHALT PRICE ADJUSTMENT	1,400	DOLLAR	\$ 1.00	\$ 1400.00
8.	EXCAVATION TEST PIT	10	UNIT	\$ 450.00	\$ 4,500.00
9.	DENSE GRADED AGGREGATE BASE COURSE, 4" THICK (IF AND WHERE DIRECTED)	650	SY	\$ 0.01	\$ 6.50
10.	HMA MILLING, 3" OR LESS	45	SY	\$ 20.00	\$ 900.00
11.	POLYMERIZED JOINT ADHESIVE	4,800	LF	\$ 0.01	\$ 48.00
12.	TACK COAT	650	GAL	\$ 6.00	\$ 3,900.00
13.	HOT MIX ASPHALT 9.5M64 SURFACE COURSE, 2" THICK	770	TON	\$ 150. ⁰⁰	\$ 115,500. ⁰⁰
14.	HOT MIX ASPHALT 19M64 BASE COARSE, 4" THICK	1,520	TON	\$ 80. ⁰⁰	\$ 121,600. ⁰⁰
15.	12" DUCTILE IRON PIPE, CLASS 52 (IF AND WHERE DIRECTED)	120	LF	\$ 75.00	\$ 9,000.00
16.	CONCRETE HEADWALL (IF AND WHERE DIRECTED)	2	CY	\$ 1200.00	\$ 2400.00
17.	CONCRETE SIDEWALK, 4" THICK	1,200	SY	\$ 60.00	\$ 72,000.00
18.	ARTICULATING SIDEWALK JOINT, 4" THICK (IF AND WHERE DIRECTED)	310	LF	\$ 7.50	\$ 2325.00
19.	RESET SLATE SIDEWALK (IF AND WHERE DIRECTED)	410	SY	\$ 110.00	\$ 45,100.00
20.	HOT MIX ASPHALT DRIVEWAY, 5" THICK	30	SY	\$ 85.00	\$ 2,550.00
21.	CONCRETE DRIVEWAY, REINFORCED, 6" THICK	280	SY	\$ 67.00	\$ 18,760.00
22.	DETECTABLE WARNING SURFACE	48	SY	\$ 300.00	\$ 14,400.00

ITEM	DESCRIPTION	BID QUANTITY	UNIT	UNIT PRICE BID	BID AMOUNT
23.	6" X 18" CONCRETE VERTICAL CURB (IF AND WHERE DIRECTED)	100	LF	\$28.00	\$2,800.00
24.	COMBINATION CONCRETE CURB AND GUTTER	4,060	LF	\$40.00	\$162,400.00
25.	CONCRETE GUTTER, REINFORCED, 7" WIDE	180	SY	\$140.00	\$25,200.00
26.	TRAFFIC STRIPES, LONG-LIFE, THERMOPLASTIC, 4" WIDE	80	LF	\$1.00	\$80.00
27.	TRAFFIC STRIPES, LONG-LIFE, THERMOPLASTIC, 24" WIDE	1,280	LF	\$4.15	\$5,312.00
28.	TRAFFIC MARKINGS, THERMOPLASTIC	160	SF	\$6.30	\$1,008.00
29.	SIGN	160	SF	\$39.00	\$6,240.00
30.	6" POLYVINYL CHLORIDE SEWER PIPE (REPLACEMENT)	160	LF	\$53.00	\$8,480.00
31.	8" POLYVINYL CHLORIDE SEWER PIPE (REPLACEMENT)	1,380	LF	\$56.00	\$77,280.00
32.	10" POLYVINYL CHLORIDE SEWER PIPE (REPLACEMENT)	450	LF	\$64.00	\$28,800.00
33.	SANITARY SEWER SERVICE CONNECTION (REPLACEMENT)	60	UNIT	\$975.00	\$58,500.00
34.	CLEANOUT (REPLACEMENT)	60	UNIT	\$200.00	\$12,000.00
35.	MANHOLE, SANITARY SEWER (REPLACEMENT)	15	UNIT	\$5,900.00	\$88,500.00
36.	TREE REMOVAL, 6" TO 18" DIAMETER (IF AND WHERE DIRECTED)	1	UNIT	\$970.00	\$970.00
37.	TREE REMOVAL, OVER 18" TO 30" DIAMETER (IF AND WHERE DIRECTED)	1	UNIT	\$1,100.00	\$1,100.00
38.	BORROW TOPSOILING, 4" THICK	1,850	SY	\$6.50	\$12,025.00
39.	SEEDING AND FERTILIZING, TYPE G	1,850	SY	\$1.25	\$2,312.50
40.	STRAW MULCHING	1,850	SY	\$0.70	\$1,295.00
41.	LARGE DECIDUOUS TREE, 2 1/2" DIAMETER, B&B (IF AND WHERE DIRECTED)	2	UNIT	\$900.00	\$1,800.00

TOTAL BID AMOUNT (Items 1 through 41): \$1,032,625

WRITE TOTAL BID AMOUNT (Items 1 through 41): one million thirty two thousand six hundred

6/21/18 twenty seven dollars & no cents

NOTE: This is a unit price bid. The unit price provided for each item is representative of the Bidder's intent. The total bid amount is the correct sum of the unit price bid multiplied by the bid quantity. Errors by the Bidder in determining the bid amount for an item or the correct total bid amount or in expressing the correct total bid amount in words will be corrected by the Engineer or the Owner.

By initialing here, the Bidder hereby represents and warrants that the above **BID PROPOSAL** is complete and accurate:

(U)

BID PROPOSAL

Bridge Street Improvements – City of Asbury Park Proposal B

Lucas Brothers, Inc
(Bidder Name)

ITEM	DESCRIPTION	BID QUANTITY	UNIT	UNIT PRICE BID	BID AMOUNT
1.	BREAKAWAY BARRICADE	10	UNIT	\$1.00	\$10.00
2.	DRUM	25	UNIT	\$1.00	\$25.00
3.	TRAFFIC CONE	50	UNIT	\$1.00	\$50.00
4.	CONSTRUCTION SIGNS	420	SF	\$19.00	\$7980.00
5.	POLICE TRAFFIC DIRECTORS (IF AND WHERE DIRECTED)	1,500	HOURL	\$75.00	\$112,500
6.	FUEL PRICE ADJUSTMENT	200	DOLLAR	\$1.00	\$200.00
7.	ASPHALT PRICE ADJUSTMENT	1,000	DOLLAR	\$1.00	\$1,000.00
8.	EXCAVATION, TEST PIT	17	UNIT	\$550.00	\$9350.00
9.	DENSE GRADED AGGREGATE BASE COURSE, 4" THICK (IF AND WHERE DIRECTED)	200	SY	\$0.01	\$2.00
10.	DENSE GRADED AGGREGATE BASE COURSE, VARIABLE THICKNESS	230	CY	\$0.01	\$2.30
11.	HMA MILLING, 3" OR LESS (IF AND WHERE DIRECTED)	200	SY	\$11.00	\$2,200.00
12.	POLYMERIZED JOINT ADHESIVE	1,830	LF	\$0.01	\$18.30
13.	TACK COAT	450	GAL	\$6.00	\$2,700.00
14.	HOT MIX ASPHALT 9.5M64 SURFACE COURSE, 2" THICK	530	TON	\$190.00	\$100,700.00
15.	HOT MIX ASPHALT 19M64 BASE COARSE, 4" THICK	1,060	TON	\$75.00	\$79,500.00
16.	RETAINING WALL, LOCATION NO. 1	60	SF	\$98.00	\$5,880.00
17.	18" REINFORCED CONCRETE PIPE W/O-RING GASKETS	835	LF	\$76.00	\$63,460.00
18.	12" REINFORCED CONCRETE PIPE, CLASS V W/O-RING GASKETS	130	LF	\$75.00	\$9,750.00
19.	15" REINFORCED CONCRETE PIPE, CLASS V W/O-RING GASKETS	25	LF	\$94.00	\$2,350.00
20.	12" HIGH DENSITY POLYETHYLENE PIPE	70	LF	\$48.00	\$3,360.00
21.	12" DUCTILE IRON PIPE, CLASS 52	15	LF	\$110.00	\$1,650.00
22.	14" DUCTILE IRON PIPE, CLASS 52	45	LF	\$92.00	\$4,140.00
23.	4" HIGH DENSITY POLYETHYLENE UNDERDRAIN PIPE	70	LF	\$32.00	\$2,240.00

ITEM	DESCRIPTION	BID QUANTITY	UNIT	UNIT PRICE BID	BID AMOUNT
24.	12" HIGH DENSITY POLYETHYLENE END SECTION	2	UNIT	\$ 1800.00	\$ 3,600.00
25.	INLET, TYPE B	9	UNIT	\$ 3700.00	\$ 33,300.00
26.	INLET, TYPE E	1	UNIT	\$ 3400.00	\$ 3400.00
27.	MANHOLE, 4' DIAMETER	5	UNIT	\$ 6,200.00	\$ 31,000.00
28.	RIPRAP STONE CHANNEL PROTECTION, 12" THICK, (D ₅₀ =___")	4	SY	\$ 730.00	\$ 2,920.00
29.	CONCRETE SIDEWALK, 4" THICK	1,240	SY	\$ 60.00	\$ 74,400.00
30.	ARTICULATING SIDEWALK JOINT, 4" THICK	450	LF	\$ 7.50	\$ 3,375.00
31.	HOT MIX ASPHALT DRIVEWAY, 5" THICK	30	SY	\$ 100.00	\$ 3,000.00
32.	CONCRETE DRIVEWAY, REINFORCED, 6" THICK	260	SY	\$ 67.00	\$ 17,420.00
33.	RESET PAVER DRIVEWAY	10	SY	\$ 115.00	\$ 1,150.00
34.	DETECTABLE WARNING SURFACE	17	SY	\$ 300.00	\$ 5,100.00
35.	6" X 18" CONCRETE VERTICAL CURB	35	LF	\$ 28.00	\$ 980.00
36.	COMBINATION CONCRETE CURB AND GUTTER	2,540	LF	\$ 40.00	\$ 101,600.00
37.	CONCRETE GUTTER, REINFORCED, 7" WIDE	35	SY	\$ 140.00	\$ 4,900.00
38.	TRAFFIC STRIPES, LONG-LIFE, THERMOPLASTIC, 24" WIDE	370	LF	\$ 4.15	\$ 1,535.50
39.	REGULATORY AND WARNING SIGN	62	SF	\$ 39.00	\$ 2,418.00
40.	8" DUCTILE IRON SEWER PIPE (REPLACEMENT) (IF AND WHERE DIRECTED)	20	LF	\$ 88.00	\$ 1,760.00
41.	10" DUCTILE IRON SEWER PIPE (REPLACEMENT)	630	LF	\$ 125.00	\$ 78,750.00
42.	4" POLYVINYL CHLORIDE SEWER PIPE LATERAL (REPLACEMENT)	130	LF	\$ 65.00	\$ 8,450.00
43.	6" POLYVINYL CHLORIDE SEWER PIPE LATERAL (REPLACEMENT)	6	LF	\$ 95.00	\$ 570.00
44.	6" POLYVINYL CHLORIDE SEWER PIPE (REPLACEMENT)	100	LF	\$ 75.00	\$ 7,500.00
45.	8" POLYVINYL CHLORIDE SEWER PIPE (REPLACEMENT)	680	LF	\$ 65.00	\$ 44,200.00
46.	SANITARY SEWER SERVICE CONNECTION (REPLACEMENT)	15	UNIT	\$ 400.00	\$ 6,000.00
47.	CLEANOUT (REPLACEMENT)	15	UNIT	\$ 200.00	\$ 3,000.00
48.	MANHOLE, SANITARY SEWER	1	UNIT	\$ 5,300.00	\$ 5,300.00
49.	MANHOLE, SANITARY SEWER (REPLACEMENT)	6	UNIT	\$ 5,300.00	\$ 31,800.00
50.	RESET MANHOLE, SANITARY SEWER, USING EXISTING CASTING (IF AND WHERE DIRECTED)	1	UNIT	\$ 1,357.90	\$ 1,357.90
51.	TREE REMOVAL, OVER 18" TO 24" DIAMETER (IF AND WHERE DIRECTED)	1	UNIT	\$ 100.00	\$ 100.00

ITEM	DESCRIPTION	BID QUANTITY	UNIT	UNIT PRICE BID	BID AMOUNT
52.	TREE REMOVAL, OVER 30" TO 36" DIAMETER (IF AND WHERE DIRECTED)	1	UNIT	\$2,200.00	\$2,200.00
53.	BORROW TOPSOILING, 4" THICK	1,700	SY	\$6.35	\$10,795.00
54.	BOTTOM SOIL BED FOR RAIN GARDEN	500	SY	\$5.70	\$2,850.00
55.	SEEDING AND FERTILIZING, TYPE G	1,400	SY	\$1.65	\$2,310.00
56.	STRAW MULCHING	1,700	SY	\$0.90	\$1,530.00
57.	SMALL DECIDUOUS TREE, 1½"-2" DIAMETER, B&B	4	UNIT	\$900.00	\$3,600.00
58.	RED CHOKEBERRY, 24" - 30" HT. CONT	12	UNIT	\$42.00	\$504.00
59.	VIRGINIA WILLOW, 24" - 30" HT. CONT	8	UNIT	\$42.00	\$336.00
60.	SOFT RUSH, 12" MIN. CONT	70	UNIT	\$42.00	\$2,940.00
61.	LITTLE BLUESTEM GRASS, 12" MIN. CONT	85	UNIT	\$42.00	\$3,570.00
62.	CANADIAN COLUMBINE, 12" MIN. CONT	120	UNIT	\$42.00	\$5,040.00
63.	FALSE SUNFLOWER, 12" MIN. CONT	135	UNIT	\$42.00	\$5,670.00
64.	BERGAMOT, 12" MIN. CONT	75	UNIT	\$42.00	\$3,150.00
65.	PANICLED ASTER, 12" MIN. CONT	145	UNIT	\$42.00	\$6,090.00

TOTAL BID AMOUNT (Items 1 through 65): \$ 939,939.⁰⁰

WRITE TOTAL BID AMOUNT (Items 1 through 65): nine hundred thirty nine thousand nine hundred
thirty nine dollars & no cents

NOTE: This is a unit price bid. The unit price provided for each item is representative of the Bidder's intent. The total bid amount is the correct sum of the unit price bid multiplied by the bid quantity. Errors by the Bidder in determining the bid amount for an item or the correct total bid amount or in expressing the correct total bid amount in words will be corrected by the Engineer or the Owner.

By initialing here, the Bidder hereby represents and warrants that the above **BID PROPOSAL** is complete and accurate:

(u)

BUSINESS REGISTRATION CERTIFICATE

(Pursuant to N.J.S.A. 52:32-44)

Bridge Street Improvements and Heck Street Improvements City of Asbury Park

Lucas Brothers Inc
(Bidder Name)

Bidders shall provide proof of its own business registration and proofs of business registration for any Subcontractors. The proof of business shall be in the form of a copy of the organization's **BUSINESS REGISTRATION CERTIFICATE** issued by the New Jersey Division of Revenue. No contract with a Subcontractor shall be entered into by any Contractor, as the successful Bidder, under any contract with the Owner unless the Subcontractor first provides its proof of registration. The proofs of business registration shall be provided prior to the award of Contract.

Before final payment on the Contract is made by the Owner, the Contractor, as the successful Bidder, shall submit an accurate list and copies of the **BUSINESS REGISTRATION CERTIFICATES** of each Subcontractor at all levels used in the fulfillment of the Contract, or shall attest that no Subcontractors were used.

For the term of the Contract, the Contractor or the Contractor with a Subcontractor(s) that has entered into this Contract with the Owner, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," N.J.S.A.54:32B-1 et seq. on all their taxable sales of tangible personal property delivered into this State.

By initialing here, the Bidder hereby acknowledges and accepts all of the requirements detailed above for the **BUSINESS REGISTRATION CERTIFICATE:**

LU

PUBLIC WORKS CONTRACTOR CERTIFICATE

(Pursuant to N.J.S.A. 34:11-56.48)

Bridge Street Improvements and Heck Street Improvements City of Asbury Park

Lucas Brothers, Inc.
(Bidder Name)

Pursuant to New Jersey Public Works Contractor Registration Act (PWCRA), all Bidders and Subcontractors must be registered with the Department of Labor at the time the Bid Packets are received. Each Bidder shall, along with its Bid Packet, submit to the Owner the **PUBLIC WORKS CONTRACTOR CERTIFICATES** of registration for all Subcontractors identified in the Bid Packet. Applications for registration shall not be accepted as substitutes for a certificate of registration for the purposes of this section. Any non-listed Subcontractor must provide certificates of registration from the Department of Labor prior to physically starting the work on the Project. Failure to register accordingly and submit copies of the **PUBLIC WORKS CONTRACTOR CERTIFICATE** shall render the Bid Packet to be non-responsive.

By initialing here, the Bidder hereby acknowledges and accepts all of the requirements detailed above for the **PUBLIC WORKS CONTRACTOR CERTIFICATE**:

(W)

OWNERSHIP DISCLOSURE

(Pursuant to N.J.S.A. 52:25-24.2)

Bridge Street Improvements and Heck Street Improvements City of Asbury Park

Lucas Brothers Inc
(Bidder Name)

PART I - Check the box that represents the type of business organization:

- ☐ Partnership
 ☒ Corporation
 ☐ Sole Proprietorship
☐ Limited Partnership
 ☐ Limited Liability Corporation
 ☐ Limited Liability Partnership
☐ Subchapter S Corporation
 ☐ Other: _____

PART II - Please check the appropriate box below:

- ☐ The Bidder certifies that no one stockholder owns ten percent (10%) or more of the issued and outstanding stock or partnership interest of the bidding entity.

- OR -

- ☒ The Bidder certifies that the list below contains the names and addresses of all stockholders holding ten percent (10%) or more of the issued and outstanding stock or partnership interest of the bidding entity.

	<u>FULL NAME OF INDIVIDUAL OR BUSINESS ENTITY</u>	<u>ADDRESS OF INDIVIDUAL OR BUSINESS ENTITY</u>	<u>SHARE OWNED</u>
1.	<u>WILL LUCAS - President</u>	<u>221 Westmont Ave</u> <u>Lanvale, NJ 08735</u>	<u>50</u> %
2.	<u>JOAO LUCAS - Vice President</u>	<u>7 Robin Street</u> <u>South River, NJ 08882</u>	<u>50</u> %
3.	_____	_____	_____ %

NOTES:

1. Attach additional sheets in this format, if necessary.
2. If a corporation or partnership is shown as a greater than ten percent (10%) owner, attach similar breakdown of ("its") individual owners.

By initialing here, the Bidder hereby represents and warrants that the information provided in this
OWNERSHIP DISCLOSURE is complete and accurate:

W

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

(Pursuant to N.J.S.A. 52:25-24.2)

Bridge Street Improvements and Heck Street Improvements

City of Asbury Park

(Bidder Name)

PART I - BIDDERS MUST COMPLETE PART I BY CHECKING EITHER OF THE BOXES BELOW.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THAT BID 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 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 Bid Packet non-responsive. If the New Jersey Director of the Division of Purchase and Property finds a person or entity to be in violation of law, he or she 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 suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX BELOW:



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

- OR -



I am unable to certify as above because the BIDDER and/or one 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 Bid Packet being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART II - Bidders must provide a detailed, accurate and precise description of the activities of the bidding person and/or entity, or one of its parents, subsidiaries, or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below:

Entry #1 (If necessary, attach additional sheets in the format below.)

Name: _____ Relationship to Bidder: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Bidder Contact Name: _____ Contact Phone Number: _____

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**(CONTINUED)**

(Pursuant to N.J.S.A. 52:25-24.2)

Bridge Street Improvements and Heck Street Improvements**City of Asbury Park**

(Bidder Name)

PART III - Certification:

I, being duly sworn upon my oath, hereby represent and state 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 and the Owner of the Project are 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 of New Jersey and the Owner to notify the State of New Jersey and the Owner in writing of any changes to the answers of information contained herein. I acknowledge that I am aware of 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/or the Owner and that the State and / or Owner at its option may declare any contract(s) resulting from this certification void and unenforceable.

BY:



(Bidder Authorized Representative Signature)

CORPORATE SEAL:

NAME:

Luis Lucas

(Print or Type)

TITLE:

Resident

DISCLOSURE OF ELECTION CONTRIBUTIONS

(Pursuant to N.J.S.A. 19:44A-20.27)

Bridge Street Improvements and Heck Street Improvements City of Asbury Park

Lucas Brothers Inc.
(Bidder Name)

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) when they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary.

1. Please check the appropriate box below:

☐ Bidder has attached a true copy of its annual report of election contributions pursuant to N.J.S.A. 19:44A-20.27;

- OR -

☒ Bidder has not made any election contributions during the past twelve (12) months that require reporting under N.J.S.A. 19:44A-20.27.

NOTE: Additional information on this requirement is available from ELEC at (888) 313-3532 or at www.elec.state.nj.us.

By initialing here, the Bidder hereby certifies that the information submitted by Bidder in regards to this **DISCLOSURE OF ELECTION CONTRIBUTIONS** is complete and accurate:

(W)

BID BOND

(Pursuant to N.J.S.A. 40A:11-2.1)

See attached
②

Bidders are required to submit, along with Bid Packets, a **BID BOND** in substantially the following form.

KNOW ALL MEN BY THESE PRESENTS, that the Bidder,

Lucas Brothers, Inc.
(Bidder Name)

located at 80 Ambury Road, Monmouth, NJ 07751, (hereinafter called the "Principal"), and
(Bidder Address)

(Surety Name)

, located at

(Surety Address)

, (hereinafter called the "Surety"), are hereby and firmly bound

onto

City of Asbury Park

, as Owner, in the penal sum of

(\$

(10% of Bid Amount or \$20,000 [in words])

_____)
(10% of Bid Amount or \$20,000 [in numbers])

for the payment of which, well and truly to be made, the said Principal and the said Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the above obligation is such that whereas the Principal has submitted to the Owner as defined, a certain Bid Packet, attached hereto, and hereby made a part hereof, to enter into an Agreement in writing for the following Project:

Heck Street Improvements

NOW, THEREFORE, if said Bid Packet shall be (i) rejected; **OR** (ii) accepted and the Principal shall execute and deliver a Contract in the form of Contract provided (properly completed in accordance with said Bid Packet) and shall furnish a Performance and Payment Bonds for its faithful performance of said Agreement, and shall in all other respects perform the Contract created by the acceptance of the said Bid Packet; Then this obligation shall be void, otherwise the same shall remain in force, and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Principal may accept such Bid Packet; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, said Surety has caused this Bid Bond to be signed and attested by a duly authorized representative and its corporate seal to be hereto affixed on this day of _____ of the month of

(Date)

_____ in the year of 20

(Month)

(Year)

BY:

(Surety Authorized Representative Signature)

CORPORATE SEAL:

NAME:

Lucas Lucas

(Print or Type)

TITLE:

President

CONSENT OF SURETY

(Pursuant to N.J.S.A. 40A:11-22)

See attached
(u)

Bidders are required to submit, along with Bid Packets, a CONSENT OF SURETY in substantially the following form.

The Uras Brothers, Inc. located at _____
(Surety Name)

80. Amboy Road, Middletown, NJ 07751, a corporation organized under the laws of the State of
(Surety Address)

New Jersey
(State)

and authorized to do business in New Jersey, consents and agrees that if the Contract for the

Heck Street Improvements

, located in the

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

, is awarded to

, the

Werner Brothers, Inc.
(Bidder Name)

undersigned Corporation shall execute the Performance and Payment Bonds as required by the Contract Documents and will become Surety in the full amounts set forth in the Contract Documents for the faithful performance of all obligations of the Bidder. The total of the Performance and Payment Bonds shall be:

\$ _____ . The said Surety hereby stipulates and agrees that no modifications,
(Bidder's Total Bid Amount)

omissions or additions in or to the terms of the said Contract or in or to the Plans or Specifications therefore shall in anywise affect the obligation of said Surety on its Bond.

IN WITNESS WHEREOF, said Surety has caused this Consent to be signed and attested by a duly authorized representative and its corporate seal to be affixed hereto this

_____ of _____, 20_____
(Date) (Month) (Year)

BY:

(Surety Authorized Representative Signature)

CORPORATE SEAL:

NAME: _____

Wes Lucas

(Print or Type)

TITLE:

President

NON-COLLUSION AFFIDAVIT

(Pursuant to N.J.S.A. 52:34-15)

Bidders are required to submit, along with Bid Packets, this NON-COLLUSION AFFIDAVIT.

I, Wes Lucas, residing in Morgantown
 (Bidder's Authorized Representative Name) (Municipality Name)

In the County of Monmouth and the State of New Jersey, of full age, being duly sworn
 (County Name)

according to law on my oath depose and say that:

I am President of the firm of Lucas Brothers Inc.
 (Bidder's Authorized Representative Title) (Bidder's Name)

the Bidder making this Bid Proposal for the Bid Packet entitled,
Heck Street Improvements

and that I executed all Bid Packet forms with full authority to do so; that said Bidder has not, directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Project; and that all statements contained in said Bid Packet and in this Affidavit are true and correct, and made with full knowledge that the Owner relies upon the truth of the statements contained in said Bid Packet and in the statements contained in this Affidavit in awarding the Contract for said Project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such Contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintain by

Lucas Brothers Inc.
 (Bidder's Name)

BY:

[Signature]
 (Bidder's Authorized Representative Signature)

CORPORATE SEAL:

NAME:

Wes Lucas
 (Print or Type)

TITLE:

President

EQUIPMENT CERTIFICATION

(Pursuant to N.J.S.A. 40A:11-20)

Bridge Street Improvements and Heck Street Improvements City of Asbury Park

Lucas Brothers Inc
(Bidder Name)

PART I - Please check the appropriate box below:

- ☒ A.) The Bidder, signing and submitting this Bid Packet, *OWNS, LEASES, OR CONTROLS* all of the necessary equipment required to complete the work shown and described in the Contract Documents, Plans and Specifications.

- OR -

- ☐ B.) The Bidder, signing and submitting the attached Bid Packet, *DOES NOT OWN OR LEASE* the equipment necessary to perform the work shown and described in the Contract Documents, Plans and Specifications.

PART II -ONLY IF BIDDER SELECTED OPTION B IN PART I ABOVE, the sources from which the equipment will be obtained are as follows*:

NAME OF EQUIPMENT OWNER	ADDRESS	TELEPHONE NUMBER & EMAIL ADDRESS
a. _____	_____	_____
b. _____	_____	_____
c. _____	_____	_____

Before the award of the Contract, certificates from the owner or person in control of the equipment clearly granting the Bidder the control of the equipment requested by the Owner to verify the Bidder's capability to perform the Work of this Project.

NOTE: Attach additional sheets in the appropriate format, if necessary.

By initialing here, the Bidder hereby represents and warrants that the information provided in this **EQUIPMENT CERTIFICATION** is complete and accurate:

W

SUBCONTRACTOR IDENTIFICATION

(Pursuant to N.J.S.A. 40A:11-16)

Bridge Street Improvements and Heck Street Improvements City of Asbury Park

Lucas Brothers Inc
(Bidder Name)

PART I – Pursuant to N.J.S.A. 40A:11-16, all Bidders are required to identify the primary Subcontractors to be used for each of the categories of work below.

WORK

SUBCONTRACTOR

1. Plumbing and gas fitting
and all kindred work

Name: N/A
Address: _____
License No.: _____ Expiration: _____

2. Steam and hot water
heating and ventilating
apparatus, steam power
plants and kindred work

Name: N/A
Address: _____
License No.: _____ Expiration: _____

3. Electrical work

Name: N/A
Address: _____
License No.: _____ Expiration: _____

4. Structural steel and
ornamental iron work

Name: N/A
Address: _____
License No.: _____ Expiration: _____

5. Other

Name: _____
Address: _____
License No.: _____ Expiration: _____

NOTE: Attach additional sheets in the appropriate format, if necessary.

SUBCONTRACTOR IDENTIFICATION

(Pursuant to N.J.S.A. 40A:11-16)

Bridge Street Improvements and Heck Street Improvements City of Asbury Park

Lucas Brothers Inc
(Bidder Name)

PART II - In addition to this SUBCONTRACTOR IDENTIFICATION, each Bidder is required to submit, along with its Bid Packet, the following:

- a.) Evidence of Business Registration Certificate for all Subcontractors listed;

- AND -

- b.) Evidence of Consent of Surety for the full value of Bidder's total bid amount including the value of all work performed by Subcontracts may be supplied by the Bidder on behalf of the Bidder and any or all Subcontractors, or by any combination thereof which results in the Consent of Surety equaling the total bid amount. If separate Consent of Surety will be submitted by any Subcontractor, the Bid shall be accompanied by a separate Consent of Surety in accordance with N.J.S.A. 40A:11-22.

Failure to submit either the Evidence of Business Certificate Registration or the Evidence of Consent of Surety for all Subcontractors shall be cause to reject this Bid Packet.

By initialing here, the Bidder hereby represents and warrants that the information provided in PART I and PART II are complete and accurate. Bidder also accepts and agrees to the terms and conditions of PART III of this **SUBCONTRACTOR IDENTIFICATION**:

W

PREVAILING WAGE COMPLIANCE DECLARATION

(Pursuant to N.J.S.A. 34:11-56.25 et seq.)

Bridge Street Improvements and Heck Street Improvements City of Asbury Park

Lucas Brothers, Inc.
(Bidder Name)

Bidders must submit, along with their Bid Packets, this PREVAILING WAGE COMPLIANCE DECLARATION.

The above-named Bidder, located at 80 Amman Road Monmouth, NJ 07751,
(Bidder Address)

hereby certifies that any and all laborers employed by the Bidder and all its Subcontractors engaged in the work on the Project under this Bid Packet will be paid in full and prevailing wages for their respective crafts or trades as determined and computed by the New Jersey Commissioner of Labor and Industry under N.J.S.A. 34:11-56.25 regulation pertaining to prevailing wage rates.

Bidder is required to keep current records and retain all records for the Project for a period of five (5) years after the Project is complete.

The Owner of the Project will not consider any claims for additional compensation made by the Bidder because of payment by the Bidder of any wage rate in excess of the applicable rate contained in the Contract. All disputes in regard to payment of wages in excess of minimum wages shall be adjusted by the Bidder.

The New Jersey Prevailing Wage Act, as per N.J.A.C. 12:60-1.4, will not be applicable to this Project if the Contract amount is below \$15,444.

By initialing here, the Bidder hereby accepts and agrees to the terms and conditions of the
PREVAILING WAGE COMPLIANCE DECLARATION:

(LW)

BIDDER'S ACKNOWLEDGEMENT

Bridge Street Improvements and Heck Street Improvements City of Asbury Park

Lucas Brothers, Inc.
(Bidder Name)

This **BIDDER'S ACKNOWLEDGMENT** shall be submitted in the Bidder's with Bid Packet. Prior to the submission of Bid Packets, all Bidders are required to agree to the following items:

I. SITE VISITATION.

All Bidders shall visit the Site of Work and examine the means of access to the Site in order to become familiar with local conditions that may in any manner affect the cost, progress or performance of the Work. Bidders shall make all investigations to become thoroughly informed as to the character and magnitude of all work involved in the complete execution of the Contract, including facilities for delivery and handling of material, obstructions, if any, and difficulties that may be encountered in the performance of the Work. All such examinations and investigations must be made prior to the submission of Bid Packets.

Submission of Bid Packet by a Bidder is a representation that the Bidder has visited the Site, has become familiar with the extent and requirements of the Work and the actual conditions with the requirements of the Contract Documents, and has affirmed that the Contract time specified is a reasonable period for performing the Work and completing the Project.

II. WORK CONDITIONS.

All Bidders must fully inform themselves as to the conditions under which the Work is to be performed. Failure to do so will not relieve the successful Bidder of its obligation to furnish all materials, labor, and equipment necessary to complete the Work as specified for the consideration set forth in the Bid Packet. These conditions shall include problems of construction, availability of labor and equipment, transportation and all else necessary to perform and complete the Project as specified herein.

Failure on the part of the Bidders to thoroughly acquaint themselves with all details of all Work to be performed under the Contract and the conditions under which it will be performed will not be considered as a valid excuse for claims of any kind after the award of the Contract.

III. COMPLIANCE & SAFETY.

All Bidders must become familiar with all Federal, State and local laws, ordinances, rules and regulations that may in any manner affect the cost, progress or performance of the Work. The successful Bidder shall be required to comply with the requirements of Federal, State and local laws governing the employment of labor, including, but not limited to those listed in **SECTION 3.5: STATUTORY AND OTHER REQUIREMENTS OF THE BID PACKET PROCEDURES**, laws pertaining to work hours and minimum wages as well as those regarding safety. The successful Bidder must be fully aware that all safety regulations of the Occupational Safety and Health Administration (OSHA) and the requirements of the State of New Jersey Department of Labor and Industry shall be adhered to on this Project and that the Bidder shall instruct his or her personnel to follow these regulations which include, but are not limited to, those concerning Trench Excavation, Competent Persons and Confined Space Regulations.

The Engineer shall not at any time supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by the Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's Work in progress, nor for any failure of Contractor to comply with laws and

regulations applicable to Contractor's furnishing and performing the Work in accordance with the Contract Documents.

BIDDER'S ACKNOWLEDGEMENT (CONTINUED)

Bridge Street Improvements and Heck Street Improvements City of Asbury Park

Lucas Brothers, Inc
(Bidder Name)

IV. PROJECT RESPONSIBILITIES.

All Bidders acknowledge that the Engineer will be responsible only for its activity and that of its employees and subconsultants on the Site of Work. Neither the professional activities of the Engineer nor the presence of the Engineer or its employees or subconsultants at a work site, shall relieve the successful Bidder (*hereinafter referred to as "Contractor"*) of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence techniques or procedures necessary for performing, superintending and coordinating the Contractor's Work in accordance with its applicable Contract Documents and any health and safety requirements of the Owner and regulatory agencies.

V. BID BOND FORFEIT.

Accompanying this Bid Packet is a Consent of Surety and a certified check, cashier's check or Bid Bond for a minimum of ten percent (10%) of the total bid amount but not greater than \$20,000.00 payable to the Owner which is agreed by the Bidder to be forfeited as liquidated damages, and not as a penalty, if the Contract is awarded to the Bidder, and the Bidder shall fail to execute the Contract for the Work within the stipulated time. Otherwise the Bid Bond shall be returned to the Bidder as specified in the Contract Documents.

By signing here, the Bidder hereby acknowledges and accepts the terms and conditions detailed above in this BIDDER'S ACKNOWLEDGEMENT:

BY:

[Signature]

(Bidder Authorized Representative Signature)

CORPORATE SEAL:

NAME:

Lucas Lucas

(Print or Type)

TITLE:

President

AMERICAN PRODUCTS CERTIFICATION

(Pursuant to N.J.S.A. 40A:11-18)

Bridge Street Improvements and Heck Street Improvements City of Asbury Park

Lucas Brothers, Inc.
(Bidder Name)

Pursuant to N.J.S.A. 40A:11-18, the goods and products provided under this Contract shall be only manufactured goods and farm products of the United States, wherever available.

The Bidder certifies that this Bid Packet reflects the Bidder's best, good faith effort to identify domestic sources of iron, steel, and manufactured goods for every component contained in the proposal solicitation where such American-made components are available on the schedule and consistent with the deadlines prescribed in or required by the request for Bid Packets.

The Bidder certifies that all components contained in the solicitation for Bid Packets that are American-made have been so identified, and if this Bid Packet is accepted, the Bidder agrees that it will provide reasonable, sufficient, and timely verification to the Owner of the U.S. production of each component so identified.

The Bidder certifies that for any component or components that are not American-made and are so identified in this Bid Packet, the Bidder has included in or attached to this Bid Packet one or both of the following as applicable:

- a. Identification of and citation to a categorical waiver published by the U.S. Environmental Protection Agency in the Federal Register that is applicable to such component or components, and an analysis that supports its applicability to the component or components;

- OR -

- b. Verifiable documentation sufficient to the Owner or State, as required in the solicitation for Bid Packets or otherwise, that the Bidder has sought to secure American-made components but has determined that such components are not available on the schedule and consistent with the deadlines prescribed in the solicitation for Bid Packets, with assurance adequate for the Bidder under the applicable conditions stated in the solicitation for Bid Packets or otherwise.

The Bidder certifies that for any such component or components that are not so available, the Bidder has also provided in or attached to this Bid Packet information, including, but not limited to, the verifiable documentation and a full description of the Bidder's efforts to secure any such American-made component or components, that the Bidder believes are sufficient to provide and as far as possible constitute the detailed justification required for a waiver with respect to such component or components. The Bidder further agrees that, if this Bid Packet is accepted, it will assist the Owner and State in amending, supplementing, or further supporting such information as required by the Owner or State to request and, as applicable, implement the terms of a waiver with respect to any such component or components.

By initialing here, the Bidder hereby certifies that the products included in this Project will meet the requirements of the **AMERICAN PRODUCTS CERTIFICATION**:

W

STATEMENT OF EXPERIENCE AND QUALIFICATIONS

Bridge Street Improvements and Heck Street Improvements City of Asbury Park

Lucas Brothers, Inc.
(Bidder Name)

All Bidders must submit, along with Bid Packets, this Bidder's **STATEMENT OF EXPERIENCE AND QUALIFICATIONS** and all necessary attachments, in order to allow the Owner and Engineer the opportunity to evaluate Bidders.

1.) Date of Incorporation or Formation of bidding entity: 1979

2.) State of Incorporation or Formation of bidding entity: 1979

3.) Number of years engaged in the contracting business under your present firm or trading name: 38

4.) General character of work performed by company: Heavy Highway

5.) Have you ever failed to complete any work awarded to your firm? If so, please explain the circumstances.

NO

6.) Have you ever defaulted on a contract? If so, please explain the circumstances.

NO

7.) In the past three (3) years, have there been any outstanding debts over 60 days to subcontractors or material and equipment suppliers for work in place of any of your contracts other than the maximum allowance of ten percent (10%) for retainage? If so, how much and why?

NO

8.) In the past three (3) years, have there been any liens placed on any projects attributed to your contract or have there been any attempts to have any liens placed on any projects attributed to your contract? If so, please explain the circumstances.

NO

9.) Have all payments associated with past labor costs been paid in full to the proper authorities as required by law or agreements? If not, please explain the circumstances. yes

Lucas Brothers, Inc.
(Bidder Name)

- Yes

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Page 71 of 88

PENDING ETHICAL VIOLATIONS STATEMENT

All Bidders are required to submit, along with Bid Packets, a statement on the Bidder's company letterhead that indicates there are no pending ethics violations against the Bidder or any of its officers.

*By initialing here, the Bidder hereby acknowledges this requirement and represents that the information provided in its **PENDING ETHICAL VIOLATIONS STATEMENT** is complete and accurate:*



BID PACKET CERTIFICATION

STATE OF NEW JERSEY

COUNTY OF Monmouth

SS.

I, Lucas Lucas, residing in Urgent,
(Authorized Representative Name) (Municipality Name)

In the County of Monmouth and the State of New Jersey, of full age, being duly sworn
(County Name)
 according to law on my oath depose and say that:

I am President of the firm of Lucas Brothers, Inc.
(Authorized Representative Title) (Bidder Name)

the Bidder submitting this Bid Packet for the Project, entitled
Heck Street Improvements

I hereby certify that I am authorized to submit this Bid Packet on behalf of the Bidder and that the information contained in this Bid Packet is complete, true, and accurate. I further certify that the Bidder and all Subcontractors listed herein have sufficient means and experience to complete the Work in accordance with Contract Documents.

BY:

[Signature]
(Bidder Authorized Representative Signature)

CORPORATE SEAL:

NAME:

Lucas Lucas
(Print or Type)

TITLE:

President

This Bid Packet has been Sworn and Subscribed before me this

21 Day of June, 20 18

NOTARY
PUBLIC

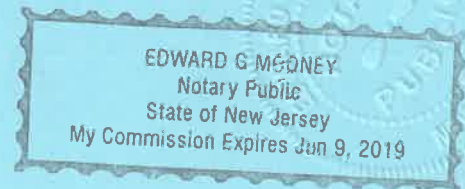
Edward Moorey
(Notary Public Signature)

Edward Moorey
(Print or Type Name)

My Commission Expires

6-9-19

NOTARY PUBLIC SEAL:



- VI. INDEMNIFICATION.** The Contractor shall indemnify, defend and hold harmless the Owner, Engineer, and their respective officers, agents and employees from and against all claims, demands, liabilities, suits, losses, costs, and expenses of any kind which: a.) result from or are alleged to result from or arise out of the performance of the Contract and, b.) are attributable to bodily injury, sickness, disease, disability, or death, or to damage or destruction of the property, including the loss of use thereof. It is understood and agreed that this obligation is a broad form indemnification agreement requiring indemnification and assumption of defenses based upon claims, demands, liability, suits, losses, cost or expenses to the Work. Neither the indemnification nor the assumption of the defense obligation is dependent on the fault of the Contractor.
- VII. CONSEQUENTIAL DAMAGES.** In no event shall neither the Owner nor the Engineer be held liable, in contract or tort or otherwise, for any incidental, special, indirect, or consequential damages, including loss caused by delay, commercial loss, or lost profits and revenues or opportunities resulting from any service furnished by the Owner or Engineer under this Agreement.
- VIII. EXHIBITS.** The following mandatory contract submittals are attached hereto by the Contractor:
- **EXHIBIT I** – Insurance Certificate
 - **EXHIBIT II** – Performance Bond
 - **EXHIBIT III** – Payment Bond
- IX. DISCRIMINATION.** The Contractor shall comply with the requirements of referred to *Appendixes A, B, and C* regarding Mandatory Equal Opportunity Language attached hereto, as applicable.
- X. NEW LAW.** New Jersey S-3409, effective as of January 15th, 2018, is an act which establishes standardized changed conditions clauses for construction contracts, is hereby expressly incorporated into these Contract Documents and attached hereto as **EXHIBIT IV**. In the event any of the provisions in these Contract Documents conflict with the provisions of New Jersey S-3409, the provisions of the New Jersey S-3409 shall govern.
- XI. CONTRACT EXECUTION.** This Contract may only be signed by:
1. If a Partnership, all General Partners;
 2. If a Corporation, the President and at least one other officer;
 3. If a Sole Proprietorship, the Proprietor;
 4. An authorized agent of the Contractor. In this case, evidence that the agent is authorized to bind the Contractor, in the form of a Power-of-Attorney or equivalent document, for the Partnership, Corporation or Sole Proprietorship must be provided.
- XII. BINDING UPON EXECUTION.** This Contract shall be binding upon the Owner, its successors and assigns, and upon the Contractor, its successors and assigns or heirs, executors, and administrators.

IN WITNESS WHEREOF, the Owner and the Contractor have caused this Contract to be signed and attested by a duly authorized representative and its corporate seal to be hereto affixed.

Owner's Authorized Representative

BY: _____
(Authorized Representative's Signature)

CORPORATE SEAL:

NAME: _____

TITLE: _____

Contractor's Authorized Representative

BY: _____
(Authorized Representative's Signature)

CORPORATE SEAL:

NAME: _____

TITLE: _____

TITLE: _____

EXHIBIT I – INSURANCE CERTIFICATE

{CONTRACTOR'S INSURANCE CERTIFICATE ATTACHED}

EXHIBIT II – PERFORMANCE BOND

The Contractor is required to submit, along with the executed Contract, a Performance Bond in substantially the following form. A corporate acknowledgment and statement of authority must be attached by the Surety Company.

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, _____,
(Contractor's Name)
 located at _____, (hereinafter called the "Principal"), and
(Contractor's Address)
 _____, located at
(Surety Name)
 _____, (hereinafter called the "Surety"), are hereby and firmly bound
(Surety Address)
 onto **City of Asbury Park**, as Owner, in the penal sum of
 _____ (\$ _____)
(100% of Contract Sum [in words]) (100% of Contract Sum [in numbers])

for the payment of which, well and truly to be made, the said Principal and the said Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the above obligation is such that whereas the Principal did on the day of _____
(Date)
 of the month of _____ in the year of 20 _____, enter into a Contract with
(Month) (Year)
City of Asbury Park, County of **Monmouth**, State of
New Jersey, which said Contract is made a part of this Bond the same as though set forth herein;

NOW, if the said principal shall well and faithfully do and perform the things agreed by (him) (them) (it) to be done and performed according to the terms of said Contract, and shall pay all lawful claims of subcontractors, materialmen, laborers, persons, firms or corporations for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of said Contract, we agreeing and assenting that this undertaking shall be for the benefit of any subcontractor, materialman, laborer, person, firm or corporation having a just claim as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said Contract or in or to the plans or specifications therefor shall in anywise affect the obligation of said surety on its bond.

Recovery of any claimant under the bond shall be subject to the conditions and provisions of N.J.S.A. 2A:44-143 et. seq., to the same extent as if such conditions and provisions were fully incorporated in the form set forth herein.

IN WITNESS WHEREOF, said Surety has caused this Performance Bond to be signed and attested by a duly authorized representative and its corporate seal to be hereto affixed on this day of _____
(Date)

of the month of _____ in the year of 20 _____
(Month) (Year)

BY: _____
(Authorized Representative Signature)

CORPORATE SEAL:

NAME: _____
(Print or Type)

TITLE: _____

EXHIBIT III - PAYMENT BOND

The Contractor is required to submit, along with the executed Contract, a Payment Bond in substantially the following form. A corporate acknowledgment and statement of authority must be attached by the Surety Company.

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, _____,
(Contractor's Name)

located at _____, (hereinafter called the "Principal"), and
(Contractor's Address)

_____, located at _____,
(Surety Name)

_____, (hereinafter called the "Surety"), are hereby and firmly bound
(Surety Address)

onto **City of Asbury Park**, as Owner, in the penal sum of

_____ (\$ _____)
(100% of Contract Sum [in words]) (100% of Contract Sum [in numbers])

for the payment of which, well and truly to be made, the said Principal and the said Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the above obligation is such that whereas the Principal did on the day of _____

(Date)

of the month of _____ in the year of 20 _____, enter into a Contract with
(Month) (Year)
City of Asbury Park, County of **Monmouth**, State of

New Jersey, which said Contract is made a part of this Bond the same as though set forth herein;

NOW, if the said principal shall well and faithfully do and perform the things agreed by (him) (them) (it) to be done and performed according to the terms of said Contract, and shall pay all lawful claims of subcontractors, materialmen, laborers, persons, firms or corporations for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of said Contract, we agreeing and assenting that this undertaking shall be for the benefit of any subcontractor, materialman, laborer, person, firm or corporation having a just claim as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said Contract or in or to the plans or specifications therefor shall in anywise affect the obligation of said surety on its bond.

Recovery of any claimant under the bond shall be subject to the conditions and provisions of N.J.S.A. 2A:44-143 et. seq., to the same extent as if such conditions and provisions were fully incorporated in the form set forth herein.

IN WITNESS WHEREOF, said Surety has caused this Performance Bond to be signed and attested by a duly authorized representative and its corporate seal to be hereto affixed on this day of _____

(Date)

of the month of _____ in the year of 20 _____.
(Month) (Year)

BY: _____
(Authorized Representative Signature)

CORPORATE SEAL:

NAME: _____
(Print or Type)

TITLE: _____

EXHIBIT IV – NEW JERSEY SENATE, NO. 3409

Pursuant to section **X. NEW LAW** of the Contract Forms, the following language is hereby incorporated and made a part of the Contract Documents in accordance S-3409, which Senate passed recently and is effective as of January 15th, 2018:

1. All Construction Contracts issued by a contracting unit for bids which were advertised on or after the effective date of P.L. XX, c. (C. xx) (*pending before the Legislature of this bill*) shall include the changed conditions contract provisions set forth in this Section, which provisions shall be deemed to be a part of any such contract even if not expressly incorporated therein, and which provisions may not be modified in any manner by the contracting unit.

A. A Contract subject to this section shall include the following differing site conditions provisions:

- (1) If the Contractor encounters differing site conditions during the progress of the Work of the Contract, the Contractor shall promptly notify the contracting unit in writing of the specific differing site conditions encountered before the site is further disturbed and before any additional work is performed in the impacted area.
- (2) Upon receipt of a differing site conditions notice in accordance with paragraph (1) of this subsection, or upon the contracting unit otherwise learning of differing site conditions, the contracting unit shall promptly undertake an investigation to determine whether differing site conditions are present.
- (3) If the contracting unit determines different site conditions that may result in additional costs or delays exists, the contracting unit shall promptly undertake an investigation to determine whether differing site conditions are present.
- (4) (a) If the contracting unit's investigation and directions increase the Contractor's costs or time of performance, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date. (b) If both Parties agree that the contracting unit's investigation and directions decrease the contractor's costs or time of performance, the contracting unit shall be entitled to a fair and equitable downward adjustment of the contract price or time of performance. (c) If the contracting unit determines that there are no differing site conditions present that would result in additional costs or delays, the contracting unit shall so advise the contractor, in writing, and the contractor shall resume performance of the contract, and shall be entitled to pursue a differing site conditions claim against the contracting unit for additional compensation or time attributable to the alleged differing site conditions.
- (5) Execution of the contract by the contractor shall constitute a representation that the contractor has visited the site and has become generally familiar with the local conditions under which the work is to be performed.
- (6) As used in this subsection, "differing site conditions" mean physical conditions at the contract work site that are subsurface or otherwise concealed and which differ materially from those indicated in the contract documents or are of such an unusual nature that the conditions differ materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the contract.

B. A Contract subject to this section shall include the following suspension of work provisions:

- (1) The contracting unit shall provide written notice to the Contractor in advance of any suspension of work lasting more than ten (10) calendar days of the performance of all or any portion of the work of the contract.
- (2) If the performance of all or any portion of the Work of the contract is suspended by the contracting unit for more than ten (10) calendar days due to no fault of the Contractor or as a consequence of an occurrence beyond the contracting unit's control, the Contractor shall be entitled to compensation for any resultant delay to the project completion or additional contractor expenses, and to an extension of time, provided that, to the extent feasible, the contractor, within ten (10) calendar days following the conclusion of the suspension, notifies the contracting unit, in writing, of the nature and extent of the suspension of

work. The notice shall include available supporting information, which information may thereafter be supplemented by the contractor as needed and as may be reasonably requested by the contracting unit. Whenever a work suspension exceeds sixty (60) days, upon seven days' written notice, the Contractor shall have the option to terminate the Contract for cause and to be fairly and equitably compensated therefor.

- (3) Upon receipt of the Contractor's suspension of Work notice in accordance with paragraph (2) of this subsection, the contracting unit shall promptly evaluate the Contractor's notice and promptly advise the Contractor of its determination on how to proceed in writing.
- (4) If the contracting unit determines that the Contractor is entitled to additional compensation or time, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date. (b) If the contracting unit determines that the Contractor is not entitled to additional compensation or time, the Contractor shall proceed with the performance of the Contract Work, and shall be entitled to pursue a suspension of Work claim against the contracting unit for additional compensation or time attributable to the suspension.
- (5) Failure of the Contractor to provide timely notice of a suspension of work shall result in a waiver of a claim if the contracting unit can prove by clear and convincing evidence that the lack of notice or delayed notice by the contractor actually prejudiced the contracting unit's ability to adequately investigate and defend against the claim.

C. A Contract subject to this section shall include the following change in character of Work provisions:

- (1) If the Contractor believes that a change directive by the contracting unit results in a material change to the Contract Work, the Contractor shall so notify the contracting unit in writing. The Contractor shall continue to perform all Work on the Project that is not the subject of the notice.
- (2) Upon receipt of the Contractor's change in character notice in accordance with paragraph (1) of this subsection, the contracting unit shall promptly evaluate the contractor's notice and promptly advise the contractor of its determination on how to proceed in writing.
- (3) (a) If the contracting unit determines that a change to the Contractor's work caused or directed by the contracting unit materially changes the character of any aspect of the contract work, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date. The basis for any such price adjustment shall be the difference between the cost of performance of the work as planned at the time of contracting and the actual cost of such work as a result of its change in character or as otherwise mutually agreed upon by the Contractor and the contracting unit prior to the Contractor performing the subject work. (b) If the contracting unit determines that the Contractor is not entitled to additional compensation or time, the Contractor shall continue the performance of all Contract Work, and shall be entitled to pursue a claim against the contracting unit for additional compensation or time attributable to the alleged material change.
- (4) As used in this subsection, "material change" means a character change which increases or decreases the Contractor's cost of performing the work, delays or shortens the amount of time by which the Contractor completes the Work in relation to the contractually required completion date, or both.

D. A Contract subject to this section shall include the following change in quantity provisions:

- (1) The contracting unit may increase or decrease the quantity of the Work to be performed by the Contractor.
- (2) (a) If the quantity of a pay item is cumulatively increased or decreased by twenty (20) percent or less from the bid proposal quantity, the quantity change shall be considered a minor change in quantity. (b) If the quantity of a pay item is increased or decreased by more than twenty (20) percent from the bid proposal quantity, the quantity change shall be considered a major change in quantity.
- (3) For any minor change in quantity, the contracting unit shall make payment for the quantity of the pay item performed at the bid price for the pay item.
- (4) (a) For a major increase in quantity, the contracting unit or Contractor may request to renegotiate the price for the quantity in excess of 120 percent of the bid proposal quantity. If a mutual agreement

cannot be reached on a negotiated price for a major quantity increase, the contracting unit shall pay the actual costs plus an additional ten (10) percent for overhead and an additional ten (10) percent for profit. (b) For a major decrease in quantity, the contracting unit or Contractor may request to renegotiate the price for quantity of work performed. If a mutual agreement cannot be reached on a negotiated price for a major quantity decrease, the contracting unit shall pay the actual costs plus an additional ten (10) percent for overhead and an additional ten (10) percent for profit; provided, however, that the contracting unit shall not make a payment in an amount that exceeds eighty (80) percent of the value of the bid price multiplied by the bid proposal quantity.

- (5) As used in this subsection, the term "bid proposal quantity" means the quantity indicated in the bid proposal less the quantities designated in the project plans as "if and where directed".

APPENDIX A

MANDATORY AFFIRMATIVE ACTION LANGUAGE **FOR CONSTRUCTION CONTRACTS**

(Pursuant to N.J.S.A. 34:11-56.25 et seq.)

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

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

When hiring or scheduling workers in each construction trade, the Contractor or Subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program, may, in its discretion, exempt the Contractor or Subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Dept. of LWD, Construction EEO Monitoring Program, is satisfied that the Contractor or Subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The Contractor or Subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- A. If the Contractor or Subcontractor has a referral agreement or arrangement with a union for a construction trade, the Contractor or subcontractor shall, within three business days of the Contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the Contractor or Subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the Contractor's or Subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said

assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the Contractor or Subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the Contractor or Subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

- B. If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the Contractor or Subcontractor agrees to take the following actions:
- (1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
 - (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
 - (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the Contractor or Subcontractor has a referral agreement or arrangement with a union for the construction trade;
 - (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
 - (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
 - (6) To adhere to the following procedure when minority and women workers apply or are referred to the Contractor or Subcontractor:
 - (i) The Contractor or Subcontractor shall interview the referred minority or women worker.
 - (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the Contractor or Subcontractor shall in good faith determine the qualifications of such individuals. The Contractor or Subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the Contractor or Subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
 - (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the Contractor or Subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
 - (iv) If, for any reason, said Contractor or Subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the Contractor or Subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

- C. The Contractor or Subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the Contractor or Subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the Contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA 201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The Contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program and to the public agency compliance officer.

The Contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

- D. The Contractor and its Subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program 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 Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

APPENDIX B

EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY

(Pursuant to the Americans with Disabilities Act of 1990)

The Contractor and the Owner do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. §121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this Contract. In providing any aid, benefit, or service on behalf of the Owner pursuant to this Contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or Subcontractors violate or are alleged to have violated the Act during the performance of this Contract, the Contractor shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Owner's grievance procedure, the Contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Owner, or if the Owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

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

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

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
LUCAS BROTHERS, INC. as Principal, and

NORTH AMERICAN SPECIALTY INSURANCE COMPANY as Surety, is

hereby held and firmly bound unto CITY OF ASBURY PARK

as Owner, in the Penal Sum of TEN PERCENT OF THE AMOUNT BID NOT TO EXCEED TWENTY THOUSAND DOLLARS

(10% NOT TO EXCEED \$20,000) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this 21ST day of JUNE 2018

The condition of the above obligation is such that whereas the Principal has submitted to
CITY OF ASBURY PARK

a certain bid, attached hereto and hereby made a part of hereof, to enter into a contract in writing for the
BRIDGE STREET IMPROVEMENTS AND HECK STREET IMPROVEMENTS ASBURY PARK, MONMOUTH COUNTY, NEW
JERSEY

NOW THEREFORE,

- A) If said bid shall be rejected or in the alternative,
- B) If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of contract attached hereto (properly completed in accordance with said bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in the connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid,

Then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

LUCAS BROTHERS, INC.

BY: 
Principal

ATTEST: 
Daniel Lucas

NORTH AMERICAN SPECIALTY INSURANCE COMPANY

BY: 
RACHAEL HURLEY Attorney-in-Fact

WITNESS: 
CHERYL R. COLEMAN

Attachment: Heck-Bridge_Lucas Brothers Bid Package (2018-262 : Awarding a contract for improvements to Bridge and Heck Sts)

CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of \$1.00, lawful money of the United States of America, the receipt whereof is hereby acknowledged, paid the undersigned corporation, and for other valuable consideration, the

NORTH AMERICAN SPECIALTY INSURANCE COMPANY

Incorporated, organized and existing under the laws of the State of NEW HAMPSHIRE

and licensed to do business in the State of NEW JERSEY certifies and agrees, that if the contract for BRIDGE STREET IMPROVEMENTS AND HECK STREET IMPROVEMENTS ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY

for: CITY OF ASBURY PARK

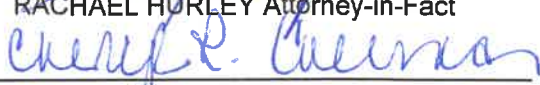
is awarded to LUCAS BROTHERS, INC.

the undersigned Corporation will execute the bond or bonds as required of the contract documents and will become Surety in the full amount set forth in the contract documents for the faithful performance of all obligations of the Contractor, provided however, that this commitment shall expire ninety (90) days from the bid opening.

Date: JUNE 21, 2018

NORTH AMERICAN SPECIALTY INSURANCE COMPANY

BY: 
RACHAEL HURLEY Attorney-in-Fact

WITNESS: 
CHERYL R. COLEMAN

(To be accompanied by the usual proof of Authority of officers of the Surety Company to execute same.)

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, each does hereby make, constitute and appoint:

THOMAS M. TRUE, MARC J. MICHALEWSKY, SANDRA A. PACE, MARY J. DAMATO,

LISA A. ANDERSON, CHERYL R. COLEMAN, and RACHAEL HURLEY

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By

Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By

Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 22 day of JANUARY, 2018.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook

ss:

On this 22 day of JANUARY, 2018, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 21st day of June, 2018.

Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company



NORTH AMERICAN SPECIALTY INSURANCE COMPANY
A New Hampshire Corporation

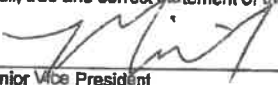
BALANCE SHEET AS OF DECEMBER 31, 2017
(Statutory Basis)

Valuation of securities on National Association of Insurance Commissioner Basis

ASSETS**LIABILITIES**

Cash	30,177,082	Reserve for Unearned Premiums	18,822
Bonds	302,520,193	Reserve for Losses and Loss Adjustment Expenses	26,206,755
Other Invested Assets	82,438,953	Funds Withheld	8,571,985
Other Admitted Assets	95,286,978	Taxes and Other Liabilities	153,187,025
		Surplus	321,437,619
TOTAL ADMITTED ASSETS	510,423,216	TOTAL LIABILITIES & POLICYHOLDERS' SURPLUS	510,423,216

The undersigned, being duly sworn, says: That he is Senior Vice President of North American Specialty Insurance Company, Overland Park, Kansas that said company is a corporation duly organized, existing by virtue of the Laws of the State of New Hampshire and that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved; July 1947 6 U.S.C. sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true and correct statement of the financial condition of the said Company on the 31st day of December, 2017.


Michael A. Ito, Senior Vice President
North American Specialty Insurance Company

Subscribed and sworn before me,
this 26th day of March, 2018


Notary Public





SURETY DISCLOSURE STATEMENT AND CERTIFICATION
Pursuant to N.J.S.A. 2A:44-143

North American Specialty Insurance Company, (hereinafter called "Surety"), the Surety on the attached bond, hereby certifies the following:

- 1) The Surety meets the applicable surplus requirements of R.S.17:17-6 OR R.S.17:17-7 as of the Surety's most current annual filing with the New Jersey Department of Insurance.
- 2) The surplus of North American Specialty Insurance Company as determined in accordance with the applicable laws of this State, totals \$313,640,530 as of the calendar year ended December 31, 2016, which amount has been certified by Pricewaterhouse Coopers, Boston, MA, and is included in the Annual Statement on file with the New Jersey Department of Insurance, 20 West State Street CN-325, Trenton, New Jersey 08625-0325
- 3) North American Specialty Insurance Company has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. Section 9305, with an underwriting limitation established therein on July 1, 2017 in the amount of \$23,359,000.
- 4) The amount of the bond to which this statement and certification is attached is \$ The Amount Bid
- 5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in item (3) above, then for each such contract of reinsurance:

- (a) The name and address of each such reinsurer under that contract and the amount of the reinsurer's participation in the contract is as follows:

<u>Reinsurer</u>	<u>Address</u>	<u>Amount</u>
North American Specialty Insurance Company	5200 Metcalf Avenue Overland Park, KS 66202 (Administrative Address)	100%

- (b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5)(a) satisfies the credit for reinsurance requirement established under P.L. 1993, c.243 (C.17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

CERTIFICATE

I, Gerald L. Jagrowski, Vice President for North American Specialty Insurance Company, an insurance company domiciled in the State of New Hampshire, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me on behalf of North American Specialty Insurance Company are true, and ACKNOWLEDGE that, if any of those statements made by me on behalf of North American Specialty Insurance Company are false, this bond is VOIDABLE.

NORTH AMERICAN SPECIALTY INSURANCE COMPANY

By: Gerald L. Jagrowski
Gerald L. Jagrowski, Vice President

Dated: June 21, 2018

Attachment: Heck-Bridge_Lucas Brothers Bid Package (2018-262 : Awarding a contract for improvements to Bridge and Heck Sts)



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Responsible Representative(s):

Luis Lucas, President

Responsible Representative(s):

Joao Lucas, Vice-President

Lucas Brothers, Inc.
2016

Joao J. Lucas

Joao J. Lucas, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

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Responsible Representative(s):

Luis Lucas, President

Responsible Representative(s):

Joao Lucas, Vice-President

Lucas Brothers, Inc.
2018

Robert Asaro-Angelo

Robert Asaro-Angelo, Commissioner
Deputy

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner

Attachment: Heck-Bridge_Lucas Brothers Bid Package (2018-262 : Awarding a contract for improvements to Bridge and Heck Sts)



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: LUCAS BROTHERS INC.

Trade Name:

Address: 80 Amboy Road
Morganville, NJ 07751

Certificate Number: 0109079

Effective Date: November 19, 2001

Date of Issuance: June 02, 2009

For Office Use Only:

20090602083156865

Attachment: Heck-Bridge_Lucas Brothers Bid Package (2018-262 : Awarding a contract for improvements to Bridge and Heck Sts)

LUCAS BROTHERS, INC.

80 AMBOY ROAD
MORGANVILLE, NJ 07751

PHONE (732) 536-6663
FAX (732) 536-5531

BANK REFERENCES:

Amboy National Bank
3590 US Highway 9
Old Bridge, NJ 08857
Contact Person: Joseph J. Mullane
(732) 591-8700

BONDING COMPANY:

True & Associates
325 North Avenue East
P.O. Box 638
Westfield, NJ 07091-0638
Contact Person: Thomas M. True
(908) 232-6192

BUSINESS REFERENCES:

Trap Rock Industries
P.O. Box 419
Kingston, NJ 08528
Contact Person: Michael Conti
(609) 924-0300
Fax (609) 252-8817

Stavola Asphalt
P.O. Box 418
Red Bank, NJ 07701
Contact Person: John Post
(732) 542-2328
Fax (732) 542-2615

Campbell Foundry
800 Bergen Street
Harrison, NJ 07029
Contact Person: Chris Campbell
(973) 483-5480
Fax (973) 483-1843



State of New Jersey

CHRIS CHRISTIE
Governor

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE & ENTERPRISE SERVICES
P.O. BOX 026

KIM GUADAGNO
Lt. Governor

TRENTON, NJ 08625-034
PHONE: 609-292-2146 FAX: 609-984-6679

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

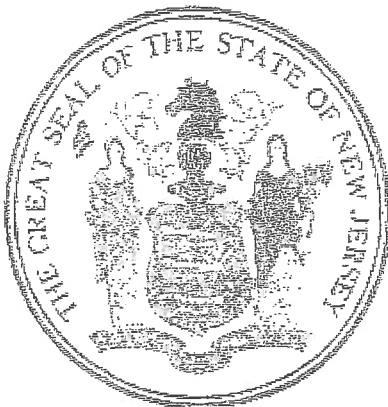
APPROVED under the

Small Business Set-Aside Act and Minority and Women Certification Program

This certificate acknowledges The LUCAS BROTHERS INC as a Category 6 approved Small Business Enterprise that has met the criteria established by N.J.A.C. 17:13 and/or 17:14.1

This registration will remain in effect for three years. Annually the business must submit, not more than 20 days prior to the anniversary of the registration notice, an annual verification statement in which it shall attest that there is no change in the ownership, revenue eligibility or control of that business.

If the business fails to submit the annual verification statement by the anniversary date, the registration will lapse and the business will be removed from the SAVI that lists registered small businesses. If the business seeks to be registered again, it will have to reapply and pay the \$100 application fee. In this case, a new application must be submitted prior the expiration date of this registration.



Andrew Pantelides
Assistant Director

Issued: 1/16/2014
Certification Number: A0012-28

Expiration: 1/16/2017



CERTIFICATE OF LIABILITY INSURANCE

LUCAS-1

OP ID: KS

DATE (MM/DD/YYYY)

01/28/2016

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

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

PRODUCER
Liberty Insurance Associates
525 Route 33
Millstone Twp, NJ 08636
Kenneth J. Mattson, Jr.

CONTACT NAME: Kenneth J. Mattson, Jr.

PHONE (A/C No. Ext.): 732-446-9100

FAX (A/C No.): 732-446-5300

E-MAIL ADDRESS: kmattson@lianet.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Travelers Indemnity Co

25658

INSURER B: Travelers Property Casualty Co

25674

INSURER C: Great American Alliance Ins Co

INSURER D:

INSURER E:

INSURER F:

INSURED Lucas Brothers Inc.
80 Amboy Road
Morganville, NJ 07751

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	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR		DT-CO-5F091475-IND-16	01/29/2016	01/29/2017	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
A	☒ X,C,U coverage		DT-CO-5F091475-IND-16	01/29/2016	01/29/2017	MED EXP (Any one person) \$ 5,000
C	☒ Pollution \$1MIL		BTA9990970-00	03/27/2015	03/27/2016	PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☒ PROJECT ☐ LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:					EmpBenefit \$ 1,000,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO		DT-810-5F091475-IND-16	01/29/2016	01/29/2017	BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
A	UMBRELLA LIAB ☒ OCCUR					EACH OCCURRENCE \$ 10,000,000
	☒ EXCESS LIAB	☐ CLAIMS-MADE	DT-CUP-5F091475-IND-16	01/29/2016	01/29/2017	AGGREGATE \$ 10,000,000
	DED ☒ RETENTION \$ 10000					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	DTJ-UB-5F09147-5-16	01/29/2016	01/29/2017	☒ PER STATUTE ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☒ N				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
B	Equipment Floater		QT6604286B516	01/29/2016	01/29/2017	Per Sched
A	Property Section		DT-CO-5F091475-IND-16	01/29/2016	01/29/2017	Per Poli

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

Re: Street & Road Paving

Received

FEB 01 2016

Lucas Brothers, Inc.

CERTIFICATE HOLDER

CANCELLATION

LUCASBR

Lucas Brothers, Inc.
80 Amboy Road
Morganville, NJ 07751

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

Kathleen Samudio

Packet Pg. 106

Form 4 - Project Experience		Performance Record for the past 4 years. List all contracts completed by you during the past 4 years. Include proportionate share of joint venture contracts and identify other firms in joint venture.							
NAME OF OWNER & COMPLETE ADDRESS STREET, TOWN, STATE, ZIP CODE	NAME & LOCATION OF PROJECT - TYPE OF WORK PERFORMED BY YOUR ORGANIZATION	PRIME OR SUB		CONTRACT PRICE	DATE COMPLETED Mo. Yr.	ENGINEER IN CHARGE FOR OWNER & PHONE NOS.	WAS TIME EXTENSION NECESSARY	WERE ANY PENALTIES IMPOSED	WERE LIENS, CLAIMS OR STOP NOTICES FILED
		PR	SUB						
Township of Old Bridge One Municipal Plaza Old Bridge, NJ	2014 Road Resurfacing Contract	X		\$1,046,298	Dec-15	Pinder Samal Twp of Old Bridge Engineering 732-721-5600	No	No	No
Township of Piscataway 455 Hoes Lane Piscataway, NJ	Lakeview Avenue Roadway Improvements	X		\$895,524	Dec-15	Joseph Herrera Twp of Piscataway Engineering 732-562-6560	No	No	No
County of Ocean 129 Hooper Avenue Toms River, NJ	Reconstruction of East County Line Road	X		\$720,435	Nov-15	Frank Scaramino Ocean County Engineering 732-929-2130	No	No	No
Township of Piscataway 455 Hoes Lane Piscataway, NJ	Hoes Lane West Roadway Improvements	X		\$2,905,526	Sep-15	Joseph Herrera Twp of Piscataway Engineering 732-562-6560	No	No	No
County of Monmouth Hall of Records Annex Freehold, NJ	Intersection Improvements at CR 516	X		\$859,507	Aug-15	Joseph Enore Monmouth County Engineering 732-431-7760	No	No	No
Borough of Sayreville 167 Main Street Sayreville, NJ	Improvements to Ermon Road	X		\$552,532	Jun-15	Jay Cornell CME Associates 732-727-8000	No	No	No
County of Middlesex JFK Square New Brunswick, NJ	Improvements to River Road	X		\$3,826,510	May-15	Ming Chang Middlesex County Engineering 732-745-3283	No	No	No
County of Middlesex JFK Square New Brunswick, NJ	Drainage Improvements in the Vicinity of Port Reading Avenue	X		\$500,204	May-15	Ming Chang Middlesex County Engineering 732-745-3283	No	No	No
County of Ocean 129 Hooper Avenue Toms River, NJ	Realignment of CR 571 Jackson Mills	X		\$3,347,460	Jan-15	Frank Scaramino Ocean County Engineering 732-929-2130	No	No	No
County of Mercer Broad Street Trenton, NJ	Replacement of County Bridge No. 672.9 Hamilton Twp	X		\$1,497,832	Nov-14	Basit A. Muzaffar Mercer County Engineering 609-989-6641	No	No	No
Township of East Brunswick 1 Jean Walling Civic Center East Brunswick, NJ	Dunbars Corner Road Improvements	X		\$431,171	Aug-14	Keith Jipp East Brunswick Engineering 732-390-6870	No	No	No
County of Middlesex JFK Square New Brunswick, NJ	Improvements to Stelton Road	X		\$3,645,579	May-14	Ming Chang Middlesex County Engineering 732-745-3283	No	No	No
Township of North Brunswick 710 Herman Road North Brunswick, NJ	2013 Road Improvement Program	X		\$2,632,339	Feb-14	David Coats CME Engineering 732-727-8000	No	No	No
Township of Plainsboro 641 Plainsboro Road Plainsboro, NJ	Misc. Road Improvements	X		\$321,880	Jan-14	David Coats CME Engineering 732-727-8000	No	No	No
Township of Aberdeen 1 Aberdeen Square Aberdeen, NJ	2011 Road Improvement Program	X		\$1,417,673	Jan-14	David Coats CME Engineering 732-727-8000	No	No	No
County of Mercer Broad Street Trenton, NJ	Replacement of County Bridge No. 762.7 West Windsor	X		\$2,958,870	Dec-13	Basit A. Muzaffar Mercer County Engineering 609-989-6641	No	No	No
County of Ocean 129 Hooper Avenue Toms River, NJ	Rehab of Schencks Mill Bridge, Toms River	X		\$473,807	Nov-13	Frank Scaramino Ocean County Engineering 732-92-2130	No	No	No
Township of Plainsboro 641 Plainsboro Road Plainsboro, NJ	Edgemere Avenue Road Improvements Plainsboro	X		\$825,928	Sep-13	David Coats CME Engineering Ph: 732-727-8000	No	No	No
Township of Piscataway 455 Hoes Lane Piscataway, NJ	Improvements to Pessumtown Road Piscataway	X		\$2,073,287	Apr-13	Joseph Herrera Twp of Piscataway Engineering Ph: 732-562-6560	No	No	No
County of Ocean 129 Hooper Ave Toms River, NJ	Replacement of Brook Road Bridge, Lakewood	X		\$1,089,778	Dec-12	Frank Scaramino Ocean County Engineering Ph: 732-929-2130	No	No	No
Township of South Brunswick 641 Ridge Road South Brunswick, NJ	Kendall Park Road Imp. Phase 9, South Brunswick	X		\$1,736,720	Dec-12	Jay Cornell, P.E. CME Engineering Ph: 732-727-8000	No	No	No
County of Ocean 129 Hooper Ave	Replacement of Rt. 571 Bridge	X		\$1,436,588	Nov-12	Frank Scaramino Ocean County Engineering	No	No	No

Form 4 - Project Experience		Performance Record for the past 4 years. List all contracts completed by you during the past 4 years. Include proportionate share of joint venture contracts and identify other firms in joint venture.							
NAME OF OWNER & COMPLETE ADDRESS STREET, TOWN, STATE, ZIP CODE	NAME & LOCATION OF PROJECT - TYPE OF WORK PERFORMED BY YOUR ORGANIZATION	PRIME OR SUB		CONTRACT PRICE	DATE COMPLETED Mo. Yr.	ENGINEER IN CHARGE FOR OWNER & PHONE NOS.	WAS TIME EXTENSION NECESSARY	WERE ANY PENALTIES IMPOSED	WERE LIENS, CLAIMS OR STOP NOTICES FILED
		PR	SUB						
Toms River, NJ	Jackson					Ph: 732-929-2130			
County of Ocean 129 Hooper Ave Toms River, NJ	Reconstruction of CR 539 at CR 537 Plumsted	X		\$2,293,704	Jul-12	Frank Scaramino Ocean County Engineering Ph: 732-929-2130	No	No	No
Township of Plainsboro 641 Plainsboro Road Plainsboro, NJ	Plainsboro Road Traffic Calming Plainsboro	X		\$1,272,734	Jul-12	David Coats CME Engineering Ph: 732-727-8000	No	No	No
County of Ocean 129 Hooper Ave Toms River, NJ	Reconstruction of New Hampshire Ave Lakewood	X		\$2,029,011	Jun-12	Frank Scaramino Ocean County Engineering Ph: 732-929-2130	No	No	No
Township of North Brunswick 641 Hermann Road North Brunswick, NJ 08902	2011 Road Improvement Program North Brunswick	X		\$3,042,428	Jun-12	David Coats CME Engineering Ph: 732-727-8000	No	No	No

LUCAS BROTHERS, INC.
Equipment List 2016

NOTE: This list is solely for referencing the value of equipment on hand.
Service History based list is in the shop.

	Description	Make	Year	Model	Serial #
BACKHOES					
120	Rubber Tire Backhoe	John Deere	2004	310SG	T0310SG942097
122	Rubber Tire Backhoe	John Deere	2000	410E 4x4	T0410EX883414
123	Rubber Tire Backhoe	Komatsu	2005	WB15OPS	A70073
125	Rubber Tire Backhoe	John Deere	2007	410J	T0410JX142034
126	Rubber Tire Backhoe	John Deere	1999	410E 4x4	T0410EX877285
124	Rubber Tire Backhoe	John Deere	2001	410G	T0410GX900616
127	Rubber Tire Backhoe	John Deere	1999	410E	T0410EX855678
129	Rubber Tire Backhoe	John Deere	2003	410G	T0410GX925474
130	Rubber Tire Backhoe	John Deere		410E 4x4	T0410EX886565
EXCAVATORS					
140	Excavator	John Deere	2008	135C	FF135CX-301140
141	Excavator	Komatsu	1993	PC400-LC5L	A70750
142	Excavator	Hitachi Zaxis	2008	135-US-3	FF01SQ073044
143	Excavator	Komatsu	2003	PC 78US-6	4454
145	Excavator	Komatsu		PC220LC-7L	A86143
147	Excavator	John Deere	2005	225C	FF225CX500347
148	Excavator	Komatsu	1998	PC220LC-6LE	A83443
150	Excavator	Kubota	2002	KY-61-2	20312
151	Excavator	Komatsu	2002	PC400LC-6LM	A85163
152	Excavator	Komatsu	2003	PC300LC-6LE	A84552
153	Excavator	Kobelco	2003	115SRDZ	YY0203973
DOZERS					
161	Crawler Dozer	John Deere	1997	650G LGP	T0650GW837800
162	Crawler Dozer	John Deere	1990	650G	T0650GW759719
163	Crawler Dozer	John Deere	1995	650G-TC	TD650GW807075
164	Crawler Dozer	John Deere	1984	850B	T0850BF759278
165	Crawler Dozer	John Deere	2001	650H LGP	T065HX898228
166	Crawler Dozer	John Deere	1998	450G	T0450GW760536
167	Crawler Dozer	Caterpillar	1998	D5M LPG	3CR00862
LOADERS					
183	Rubber Tire Loader	Komatsu	2003	WA320-3MC	A31661
85	Rubber Tire Loader	Komatsu	1998	WA380-3L	A50119
86	Loader	John Deere		624J	DW624JZ590561

187	Loader	John Deere	1995	544G	DW5446D551146
188	Wheel Loader	Komatsu	2004	WA380/400-5L	A52189
189	4WD Loader	John Deere	2001	644H	DW644HX578855
ROLLERS					
200	Roller	Bomag	2000	BW120AD-3	101170515143
201	Roller	Bomag	P.1993	BW142D2-510	122381
202	Roller	Bomag	2000	BW120AD-3	101170515158
203	Roller	Ingersoll Rand	P.2002	DD110	5382500
204	Roller	Dynapac	P.1995	CA251AD	58310790
205	Roller	Bomag	2013	120AD-4	861880231085
206	Multipurpose Compactor	Bomag	2013	BMP8500	101720121415
209	Roller	Caterpillar	2013	CB54XW	CAT0CB54AJLM00824
210	Roller	Ingersoll Rand	2006	DD-118HF	179092
213	Roller	Ingersoll Rand	1995	DD65	141588
214	Roller	Ingersoll Rand	2002	DD24	170789
215	Roller	Ingersoll Rand	2002	DD24	170790
216	Dirt Roller	Bomag	2002	213D-2	109400270325U
217	Roller	Hamm	2003	HD110HV	60749
PAVERS					
222	Paver	Blaw-Knox	1996	5510	551010-05
223	Paver	Caterpillar	1996	AP1000	1HD00154
224	Paver	Blaw-Knox	1997	PF410	41010-02
225	Paver	Blaw-Knox	2002	PF5510	551031-05
226	Track path paver	Blaw-Knox	2001	PF-545	545-01-133
227	Paver	Caterpillar	2008	AP1055D	CATAP105CFAC00516
MILLERS					
230	Milling Machine	Wirtgen	2007	W2200	08-21-0324
231					
232	Milling Machine	Wirtgen	1993	W500	6.05.0178
233	Concrete Cutter	Vermeer	P.2001	CC135	1VRG07082M1000336
234	Milling Machine	Wirtgen	2004	W2100	09.21.14011632.0121
GRADERS					
242	Grader	Komatsu	2004	GD675-3C	50011
CRANES/PULL BEHIND					
250	Crane - 18 Ton	Grove		RT418	69714
251	Compressor	Ingersoll Rand	1991	185	194301 U328

LUCAS BROTHERS, INC.

80 AMBOY ROAD
MORGANVILLE, NEW JERSEY 07751

PHONE (732) 536-6663
FAX (732) 536-5831

Background and experience of the principal members of your organization including all officers:

Individual Name	Present Position	Length of time Employed by your Organization	Years of Construction Experience	Magnitude & Type of Work	In What Capacity
Luis Lucas	President	36 Years	45 Years	Heavy/Highway Bridges	In Charge/ Management
Joao Lucas	Vice President	36 Years	51 Years	Heavy/Highway Bridges	In Charge
Marcelo Lucas	Vice President of Operations	27 Years	27 Years	Heavy/Highway Bridges	In Charge
Maria Lucas	Corporate Secretary	10 Years	10 Years	Heavy/Highway Bridges	Accounting
Chris Lucas	Corporate Treasurer	12 Years	12 Years	Heavy/Highway Bridges	Accounting
Patrick Kipp	Project Manager	18 Years	23 Years	Heavy/Highway Bridges	Project Supervision
Daniel Lucas	Office Manager	10 Years	10 Years	Heavy/Highway Bridges	Estimating
Edward Mooney	Project Manager	3 Years	25 Years	Heavy/Highway Bridges	Project Management/ Estimating

252	Compressor	Ingersoll Rand	2004	185	4FVCABAA75U348488
253	Compressor	1995 Atlas Copco	1994	185	H0601-529
254	Compressor	Ingersoll Rand	1997	185	271707ULH221
255	Compressor	Ingersoll Rand	2004	185	4FVCABAA95U348489
256					
260	Extec	Screener	2006	S-5 Extec	10202
261	Edge	Stacker	2012	T565	12T56540099
262	Trammel Screen	Knight ProScreen		1605	57
263	Screener CV100	Lister-Matso		TX-3	30163
264	Forklift	Gradall Forklift		544D	C355089
265	Skid Steer	Thomas Skid Steer		T245	LN001918
266	Tractor w/accessories	New Holland	2001	TC35D	G506361
	Loader	New Holland	2001	16LA	YL401122
	Power Rake	Land Pride	2001	PR1672-21	SEWG8724
267	Wood Chipper	Bandit	2003	250	SE18967
268	Trailer mtd trash pump	Multiquip		MQ600TD80	230102- F4L913
269	Hartl 1310	Mobile Crusher	2005	PC1310-1	216420164
270	Rotary 12k/lb.	Truck Lift			PR607924BJ91B
271	40' Manlift	JLG		40HA	309013875
273	Generator	Magnum	2010	MMG25FH1	1100284
274	Generator	Multiquip		DCA25SS1V	7106078
	VMIS/TRAFFIC SIGNS				
	Arrow Board	Ver-Mac	2005		259US11145S132152
	Solar Message Board	American Signal Corp	2004		1A9BS3314Y2228094
	Solar Message Board	American Signal Corp	2000		1A9BS3316Y2228056
	Solar Message Board	American Signal Corp	1999		1A9BS3317V2228662
	Solar Message Board	Ver-Mac	2002	PCMS1210	259VS415625132931
	Mounted Attenuator			Ram-815	409C
	TSSC-219 SUNRAY	Solar Message Board			S340-273
	TSSC-218 SUNRAY	Solar Message Board			S340-218
	TSSC-273 SUNRAY	Solar Message Board			S340-273
	Amida Sign Board	Solar Arrowboard		DLB-15	9304-19389
	Amida Arrowboard	Solar Arrowboard		ODLS15LA	9907-58518
	Amida Arrowboard	Solar Arrowboard		ODLS15LA	9807-49661
	ADDCO	Solar Message Board	2014		590820
	ADDCO	Solar Message Board	2014		590817
	ConSam	Solar Speed Trailer		SAM8576	
	MISC HAND TOOLS/SHOP				
	Pressure Washer	Hotsy			1040B

	Promark 5500	Line Striper			4290126
	Bucket	Caterpillar		235B	
	Bucket	Patco		PC400	
		Stone Box		RB-8	
275	Hydroseeder	Finn-T75	2006	T-75-S	SE-355
	Generator			KDE6700T	DIESEL
	Generator	Honda		EB3500	
	Generator	Honda		EB3500	1002516
	3" diaphragm pump	Honda			HT0120011
	3" trash pump	Honda			HS3560054
	2" sump pump	Tsurumi		LB2-750	B-646236
	7' x 15'	Road Plates		4 Units	
	Walk Behind Roller	IR			
	Concrete Saw w/ 20" Blade	Clipper		C65B HP	
	Rebar Cutter	Multiquip		HBC25	541151
	Rebar Bender	Multiquip		BB0022	264858
	Jumping Jack w/ Honda Eng.	Sakai		30318	30318
	2yd. Concrete Bucket	Camlever		CL-200	CL-200
	Barrier Lifter 10500#	Kenco		1050	#1050
280	Forklift	Caterpillar		V90E	37W5605
281	Forklift	Toyota		62-GFDV25	60382
271	Trench Roller 34" Drum	Ampac	1999	33L-S	33LS33080790
	Compacter	Dynapac			
	Compacter (5 units)	IR			
	Compacter (5 units)	Bomag			
	Compacter	Wacker		WP-150	
	Jumping Jack	Bomag			
	Jumping Jack (2 units)	Robin			
	Jumping Jack	IR			
	Concrete Mixer	Stone		95CM	2899025
290	Port. Light tower	ABI Nite Lite Pro		412	9906NLP57
	Vibratory Hammer	Ice		8E EX	VIN 870305-R / Sn V80782
	3" sump pump	Multiquip		ST-3050D	404336
	3" sump pump	Multiquip		ST-3050D	404337
	3" Sub Dewater Pump 6HP	BS 212		BS2071	2071.010-1150011
	Mobile Office				
	Mobile Office				
	Mobile Office		1985	50'	R-0507
	Mobile Office	Commercial Structures	1985	10'x46'	R-0434

LUCAS BROTHERS, INC.

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City of Asbury Park

Bid: Bridge Street Improvements and Heck Street Improvements

To Whom It May Concern:

Lucas Brothers, Inc. indicates that there are no pending ethics violations against the company or any of its officers.

Sincerely,



Luis Lucas, President



RESOLUTION NO. 2018-263

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

RESOLUTION TO CLOSE-OUT MONMOUTH COUNTY MUNICIPAL OPEN SPACE GRANTS FOR DEVELOPMENT APPLICATION NOS. 10-10, 12-10, 13-14 OF SPRINGWOOD AVENUE PARK CONSTRUCTION

WHEREAS, the Monmouth County Board of Chosen Freeholders has approved an Open Space Trust Fund and established a Municipal Open Space Program to provide Program Grant funds in connection with municipal acquisition and development of lands for County park, recreation, conservation and farmland preservation purposes, as well as for County recreation and conservation development and maintenance purposes; and

WHEREAS, the City of Asbury Park entered into a Municipal Open Space Program Grant Agreement with the County of Monmouth on February 2, 2011 that provided \$750,000 for three (3) phases of construction of Springwood Park under Application Nos. 10-10, 12-10, 13-14 that required certain conditions be met by the City of Asbury Park prior to receipt of the aforesaid funds; and

WHEREAS, the Monmouth County Park System requires a certified copy of a resolution of the governing body determining that the project aforesaid was finally complete and a closing statement of "Final Change Order" adopted by the governing body.

NOW, THEREFORE, BE IT RESOLVED by the governing body of City of Asbury Park that all conditions of the July 3, 2018 Grant Agreement have been satisfied by the City of Asbury Park and that the project has been completed; and

BE IT FURTHER RESOLVED that the City of Asbury Park made final payment to the contractor Down To Earth, Incorporated per the November 22, 2016 letter of the municipal project engineer Daren J. Phil, P.E. and that payment was made per voucher as outlined in the chart below, and on file in the Municipal Clerk's Office.

Date of Check	Check number
3/16/16	2098
5/11/16	2559
6/15/16	2774
7/27/16	3089
8/10/16	3196

9/28/16	3553
3/22/17	4868
4/12/17	4988

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. 2018-263 which was finally adopted by the City Council at a meeting held on the 11th day of July, 2018

CERTIFIED BY ME THIS 12th DAY OF July, 2018.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2018-264

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

**AUTHORIZING GRANTING OF A 5-YEAR TAX EXEMPTION FOR COMMERCIAL
PROPERTY TO BE DESIGNATED ON THE CITY OF ASBURY PARK TAX MAP AS
BLOCK 302, LOT 7.01 (1105-1109 MEMORIAL DRIVE) PURSUANT TO N.J.S.A.
40A:21-1 ET SEQ.**

WHEREAS, the City Council of the City of Asbury Park adopted Ordinance No. 3059 to implement certain provisions of N.J.S.A. 40A:21-1 et seq., the Five Year Exemption and Abatement Law; and

WHEREAS, said Ordinance at paragraph eight, authorizes the City Council of the City of Asbury Park to approve by resolution an exemption from Local Property Taxes for a 5-year period for improvements made to commercial properties as defined therein; and

WHEREAS, such improvements include renovations, rehabilitation, repairs and alterations to an existing building that improves the safety and attractiveness of the building but does not include ordinary painting, repairs, and replacement of maintenance items nor the enlargement of the volume of an existing structure by more than 30%; and

WHEREAS, an application for a 5-year exemption has been submitted by 1105-1109 Memorial, LLC, the owner of property located at 1105-1109 Memorial Drive in the City of Asbury Park and designated on the City tax map as Block 301, Lot 7.01; and

WHEREAS, said property is a commercial structure, formally a vacant warehouse, that is being renovated to offices, storage, and retail space for Habitat for Humanity; and

WHEREAS, the City Council of the City of Asbury Park is satisfied that the subject property qualifies for a tax exemption for improvements made to the subject property in accordance with paragraph 8 of Ordinance No. 3059; and

WHEREAS, the City Council believes that the interests of the City would be best served if a 5-year tax exemption were granted to the subject property for the improvements made to the subject property.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the City of Asbury Park hereby approve a 5-year tax exemption for the commercial property owned by 1105-1109 Memorial, LLC, located at 1105-1109 Memorial Drive and designated as Block 301,

Lot 7.01 on the City tax map.

BE IT FURTHER RESOLVED that the Tax Assessor of the City of Asbury Park shall implement the 5-year exemption upon issuance of a certificate of occupancy or substantial completion and determine the additional, added value of the improvement to be exempted for the 5-year period beginning on October 1, 2017 subject to the assessor receiving from the property owner relevant documents requested.

BE IT FURTHER RESOLVED that this exemption shall commence for a 5-year period, commencing October 1, 2017, with the provision that the property shall continue to be used for commercial purposes for the duration of the 5-year exemption.

BE IT FURTHER RESOLVED that, in the event the subject property is transferred to a new owner, the new owner shall so advise the Clerk of the City and the City Tax Assessor in writing by certified mail. This exemption shall, upon such notification, continue to apply to the subject property for the duration of the 5-year period, subject to all conditions of this Resolution and Ordinance No. 3059 being satisfied.

BE IT FURTHER RESOLVED that the granting of this exemption shall preclude the owner and/or any tenant of the subject property from filing a tax appeal contesting the local property tax assessment in any year subject to this exemption. The filing of such a tax appeal shall terminate the tax exemption for that year and any subsequent tax year subject to the tax exemption.

BE IT FURTHER RESOLVED that this exemption shall not become operative and/or shall cease if delinquent local property taxes exist for the subject property in any of the five (5) years subject to the exemption.

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. 2018-264 which was finally adopted by the City Council at a meeting held on the 11th day of July, 2018

CERTIFIED BY ME THIS 12th DAY OF July, 2018.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2018-265

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

AMENDING FY15 AND FY17 ANNUAL ACTION PLANS

WHEREAS, the City of Asbury is desirous of amending its FY15 and FY17 for the Community Development Block Grant (CDBG) to reappropriate monies; and

WHEREAS, the Mayor and City Council wish to allocate the total CDBG sum of \$37,370.00 for the security camera project that meet the CDBG and City's objectives; and.

WHEREAS, the funding for this is broken down FY15 is \$23,184.50 and FY17 \$14,186.00; and

WHEREAS, the City will fund the following project with this supplement: installation of security cameras.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Governing body that the City's FY15 and FY17 Action Plans for the Community Development Programs is hereby amended, approved and authorized.

BE IT FURTHER RESOLVED that the City Manager be and hereby is authorized to execute any and all documents as may be required by the U.S. Department of Housing and Urban Development for the submission and securing grant funds.

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. 2018-265 which was finally adopted by the City Council at a meeting held on the 11th day of July, 2018

CERTIFIED BY ME THIS 12th DAY OF July, 2018.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2018-266

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

AUTHORIZING RECEIPT OF ADDITIONAL FUNDS FOR THE 2016 - 2019 MULTI-PURPOSE SENIOR GRANT

WHEREAS, The Monmouth County Board of Chosen Freeholders through the Monmouth County Department of Human Services, Division on Aging, Disabilities and Veteran's Services has provided funding to develop programs to serve elderly and disabled persons within Monmouth County through a three year grant that the City receives; and

WHEREAS, the County has additional funds that the offered to the City in the amount of \$7,346.04; and

WHEREAS, the monies will be used to buy new computers, a new lectern and a karaoke machine; and

WHEREAS, the City Manager or his designee is hereby authorized to sign any and all paperwork to amend the current grant to receive these monies.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the City of Asbury Park that the City Manager or his designee is authorized to sign any and all paperwork in regards to the receipt of an extra \$7,347.04 from the Monmouth County grant.

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. 2018-266 which was finally adopted by the City Council at a meeting held on the 11th day of July, 2018

CERTIFIED BY ME THIS 12th DAY OF July, 2018.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2018-267

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

RESOLUTION APPROVING MONMOUTH LODGE 122 IBPOE OF WPRIDE OF ASBURY TEMPLE 64 2017-2018 LIQUOR LICENSE RENEWALS

WHEREAS, on June 29, 2017, the City of Asbury Park approved liquor license 1303-33-013-001 Monmouth Lodge 122 IBPOE of WPRIDE of Asbury Temple 64; and

WHEREAS, a liquor license cannot be approved by the governing body without receiving approval of the petition from the Director; and

WHEREAS, the City of Asbury Park inadvertently approved the aforementioned liquor license without the Director's approval of the petition.

WHEREAS, at the December 13, 2017 Council Meeting, the City Council rescinded liquor license 1303-33-013-001 Monmouth Lodge 122 IBPOE of WPRIDE of Asbury Temple 64 as the petition was not approved by the Director as of that date; and

WHEREAS, on March 15, 2018, the City Clerk received written confirmation from the Division of Alcohol Beverage Control that the Director has approved the petition and that liquor license 1303-33-013-001 Monmouth Lodge 122 IBPOE of WPRIDE of Asbury Temple 64 can now be approved by the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Asbury Park that liquor license 1303-33-013-001 Monmouth Lodge 122 IBPOE of WPRIDE of Asbury Temple 64 be approved.

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. 2018-267 which was finally adopted by the City Council at a meeting held on the 11th day of July, 2018

CERTIFIED BY ME THIS 12th DAY OF July, 2018.

CINDY A. DYE
CITY CLERK

**RESOLUTION NO. 2018-268**

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

RESOLUTION APPROVING 2018-2019 LIQUOR LICENSE RENEWAL FOR 1303-33-013-001 MONMOUTH LODGE #122, IBPOE

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, 2018 to June 30, 2019 be granted to license 1303-33-013-001, Monmouth Lodge #122, IBPOE located at 1101 Asbury Ave. a/k/a Monmouth Lodge.

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. 2018-268 which was finally adopted by the City Council at a meeting held on the 11th day of July, 2018

CERTIFIED BY ME THIS 12th DAY OF July, 2018.

CINDY A. DYE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2018-30**

**AMENDING AND SUPPLEMENTING SUBSECTION 30-61.9, ENTITLED
“PERMITTED EXCEPTIONS,” OF SECTION 30-61, “SIGNS,” OF ARTICLE V,
“DEVELOPMENT STANDARDS, OF CHAPTER XXX, “LAND DEVELOPMENT
REGULATIONS,” OF THE “CODE OF THE CITY OF ASBURY PARK, NEW
JERSEY.”**

WHEREAS, the Governing Body of the City of Asbury Park (the “City”) wishes to make certain revisions relating to Subsection 30-61.9, entitled “Permitted Exceptions,” of Section 30-61, “Signs,” of Article V, “Development Standards,” of Chapter XXX, “Land Development Regulations,” of the “Code of the City of Asbury Park, New Jersey,” as set forth below; and

WHEREAS, pursuant to the New Jersey Municipal Land Use Law, N.J.S.A. 40:55D-1, *et seq.* (the “MLUL”), specifically at N.J.S.A. 40:55D-64 and N.J.S.A. 40:55D-26a, the Governing Body must refer any proposed development regulation or any potential revision or amendments to an existing development regulation to the municipal Planning Board for review and comment; and

WHEREAS, pursuant to N.J.S.A. 40:55D-64 and N.J.S.A. 40:55D-26a, the Governing Body wishes to refer the proposed amendments set forth below to the Planning Board for its review and comment prior to the second reading of the within Ordinance; and

WHEREAS, pursuant to N.J.S.A. 40:55D-26a, the Planning Board shall have thirty-five (35) days to prepare and transmit to the Governing Body a report concerning the proposed amendments, including the Board’s recommendations and any other matters as the Board deems appropriate, or else the Governing Body shall be relieved of this requirement.

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, that Subsection 30-61.9, entitled “Permitted Exceptions,” of Section 30-61, “Signs,” of Article V, “Development Standards,” of Chapter XXX, “Land Development Regulations,” of the “Code of the City of Asbury Park, New Jersey,” is hereby amended and supplemented in order to establish certain additional exceptions as set forth below (New text is shown with underline):

CHAPTER XXX

LAND DEVELOPMENT REGULATIONS

30-61.9 Permitted Exceptions.

The following signs shall be exempt from the provisions of this section:

- a. Official signs.
- b. A sign located within a building not attached directly to or painted on a window, and not located within eighteen (18) inches of a window or entrance.
- c. No more than two (2) show cards not to exceed twenty-eight (28) by twenty-two (22) inches, advertising matters of current public interest may be displayed in show windows of occupied business establishments for a period not to exceed thirty (30) days.
- d. Political signs; however, these signs may not be erected more than forty-five (45) days prior to an election and must be removed no later than ten (10) days after an election.
- e. On vacated property, one (1) sign not to exceed six (6) square feet in area, giving the name, business and new address of the former occupant, may be displayed for not more than sixty (60) days.
- f. Signs, banners or devices for which special permission may be granted by resolution of the City Council in each instance.
- g. For the purpose of advertising matters of a public, semi-public or charitable character, temporary permits may be granted at the discretion of the City.
- h. Banners, streamers and advertising flags to advertise openings and sale days, providing that such devices shall not be displayed on any one (1) property for more than thirty (30) days in any calendar year.
- i. Flags representing a Nation, State or established organization provided same are properly hung or mounted on a flagpole or equivalent supporting structure attached to a building or upon a freestanding flagpole.
- j. Public access signs, subject to the following:
 1. Signs shall be erected at all public access points identifying the area as such.
 2. Public access signs shall be maintained by the property owner and kept clear of obstruction and shall be visible to the public.

Be It Further Ordained, that after First Reading, this Ordinance shall be forwarded to the municipal planning board who shall have thirty-five (35) days to prepare and transmit to the Governing Body a report concerning the proposed amendments, including the Board's recommendations and any other matters as the Board deems appropriate, or else the Governing Body shall be relieved of this requirement.

Be It Further Ordained, that the provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any court of competent jurisdiction, such judgment shall be limited in its effect only to that portion of the Ordinance actually adjudged to be invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.

Be It Further Ordained, that all other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

Be It Further Ordained, that this Ordinance shall take effect upon final passage and publication in accordance with the law, following the required twenty (20) day period after adoption, as set forth in N.J.S.A. 40:69A-181(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. 2018-30 which was finally adopted by the City Council at a meeting held on the 8th day of August, 2018

CINDY A. DYE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2018-31**

**APPROVING AND ADOPTING AN AMENDMENT TO THE MAIN STREET
REDEVELOPMENT PLAN**

WHEREAS, on November 12, 2008, the Mayor and City Council of the City of Asbury Park (the “City”) adopted Ordinance No. 2886, entitled “ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, STATE OF NEW JERSEY ADOPTING THE MAIN STREET REDEVELOPMENT PLAN RELATING TO THE MAIN STREET REDEVELOPMENT AREA” (the “Ordinance”); and

WHEREAS, pursuant to the Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-1, et seq., the “Act”), the Ordinance adopted a plan (the “Main Street Redevelopment Plan” or the “Plan”) for the redevelopment of an area (the “Main Street Redevelopment Area” or the “Area”) which had been determined to be an area in need of redevelopment per the criteria and procedures set forth in the Act; and

WHEREAS, on November 12, 2014, the Mayor and City Council amended the Main Street Redevelopment Plan to permit microbreweries on Block 2702, Lot 7 in the Community Shopping Zone; and

WHEREAS, on February 28, 2018, the Mayor and City Council further amended the Main Street Redevelopment Plan to permit valet parking in the Civic Core/South Gateway Zone and to permit recording/sound studios in sections of the Community Shopping Zone; and

WHEREAS, the Main Street Redevelopment Plan has led to an increase in public and private investment within the Area since its adoption; however, the Plan may benefit from further amendments to remove barriers to further investment; and

WHEREAS, the Act sets forth the process by which amendments to any redevelopment plan shall be considered and, if appropriate, adopted; and

WHEREAS, the City has received a request to amend the Plan to allow banks and accessory ATM machines in the Sunset Park Zone; and

WHEREAS, banks and financial institutions are permitted elsewhere in the Plan; and

WHEREAS, in evaluating the proposed amendment(s), the Mayor and City Council considered the permitted uses in the existing Plan and the effect, if any, that such amendment(s) would have on the existing Plan and the City’s Master Plan and concluded that such amendment(s) would support the goals and objectives of the existing Plan and the Master Plan;

and

WHEREAS, since the Zoning Board of Adjustment does not have jurisdiction to consider an application for a variance relating to properties that are located in a redevelopment area, the Mayor and City Council must instead approve such use either generally or specifically through an amendment to the Plan; and

WHEREAS, the Mayor and City Council desire to amend the Plan in order to allow for banks and accessory ATM machines in the Sunset Park Zone; and

WHEREAS, the Director of Planning and Redevelopment presented the proposed amendment(s) to the City's Planning Board on June 25, 2018; and

WHEREAS, the Planning Board has opined that the proposed amendment(s) attached hereto as Exhibit A would support the goals and objectives of the existing Plan and the Master Plan, and has recommended that the amendment(s) be adopted as presented; and

WHEREAS, the Mayor and City Council now wish to adopt the proposed amendment(s) as attached, and to amend the Plan accordingly.

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

1. That the proposed amendment(s) to the Plan, which are set forth in the attached Exhibit A, are hereby approved and adopted, and the Plan is hereby amended in accordance with the revisions set forth in the attached.
2. That the proposed amendment(s) and the revised Plan shall supersede prior versions of the Plan, and shall supersede all applicable provisions of the municipality's zoning regulations which affect the area in question. The official zoning district map included in the zoning ordinance is hereby amended to reflect the proposed amendment(s) and the revised Plan.
3. That all other ordinances or parts or ordinances inconsistent with this ordinance are hereby repealed, to the extent of such inconsistency herewith.
4. That the provisions of this ordinance are separable. If any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid or unconstitutional, or inapplicable to any person or circumstance by any court of competent jurisdiction, such illegality, invalidity or unconstitutionality, or inapplicability shall not affect or impair the validity, enforceability or applicability or any of the remaining provisions, clauses, sentences, subsections or words contained in this ordinance.

5. That this ordinance shall take effect upon final passage and publication as provided by law, following the required twenty (20) day period after adoption, as set forth in N.J.S.A. 40:69A-181(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. 2018-31 which was finally adopted by the City Council at a meeting held on the 8th day of August, 2018

CINDY A. DYE
CITY CLERK

PROPOSED LAND USES & BUILDING REQUIREMENTS BY CHARACTER DISTRICT

ELEMENT	CIVIC CORE / SOUTH GATEWAY	COMMUNITY SHOPPING ZONE	ASBURY AVENUE GATEWAY	SUNSET PARK	NORTH GATEWAY
LAND USES					
Principal Uses	Municipal government; art galleries and exhibition spaces; theaters and performance spaces; retail stores; restaurants (dine-in); multifamily residential (except on ground floor); hotels, lodging and conference facilities; professional, medical, and business offices; banks and fiduciary institutions; health and fitness centers; personal services; bars; metered parking and valet parking for municipal lots	Retail stores; personal services; restaurants (dine-in); professional, medical, and business offices; childcare facilities; dance studios, martial arts schools, and similar instructional schools; bakeries; laundromats; multi-family residential (except on ground floor) The following uses are permitted, but not in properties with Main Street frontage: cabinetmakers; furnituremakers; glass and mirror cutters; machine shops; welders; manufacture / tangible products; warehousing; wholesaling; repair shops, not including motor vehicle; music recording studios artist live/work space; artist studios	Retail stores; restaurants (dine-in); multifamily residential (except on ground floor); artist live/work space; art galleries and exhibition spaces	Open space; multifamily residential (except on ground floor); art galleries and exhibition spaces; professional, medical, and business offices; retail stores; restaurants (dine-in); Banks and fiduciary Institutions	Retail stores; restaurants (dine-in); multifamily residential; single- or two-family residential; banks and fiduciary institutions
Conditional Uses	ATMs as part of banks and fiduciary institutions	Public parking garage operated by City of Asbury Park's Parking Utility	Public parking garage operated by City of Asbury Park's Parking Utility	ATMs, including drive-thru ATMs, only as part of banks and fiduciary institutions	ATMs as part of banks and fiduciary institutions; Drive-thru facilities as part of a principal use
Accessory Uses	Structured parking; off street parking and loading	Off-street parking and loading	Off-street parking and loading	Off-street parking and loading	Off-street parking and loading
Prohibited Uses	Nursing homes, licensed health care facilities, soup kitchens and food pantries, houses of worship and places of assembly, social clubs, retail sales and service establishments providing goods and repair services for vehicles, used car sales, motor vehicle repair garages, motor vehicle body repair garages, gas stations, check cashing services, automobile rental, appliance rental, adult entertainment including adult arcades, adult bookstores, adult cabarets, adult motion picture theaters, and adult theaters. Drive-thru facilities are prohibited, except in the North Gateway and for banks in Sunset Park.				

- Multi-story structures shall be designed with a composition that differentiates between the ground level and upper levels. This can be expressed through features such as setbacks, changes in materials, bands or other linear ornamentation.
- Facades of buildings shall be constructed of or faced with high-quality, natural brick, stone, cast stone, structural metals, stucco/plaster, or wood. Variety in building materials is encouraged.
- The construction or rehabilitation of buildings should be undertaken in accordance with the Asbury Park UEZ Design Guidelines.

Asbury Avenue Gateway

- Parcels located at the corner of Main Street and Asbury Avenue shall have entrances either on the corner or on both streets.
- Parcels located at the corner of Asbury Avenue and Memorial Drive shall have front doors on Asbury Avenue.
- The ground floors facing Asbury Avenue must have a transparent area of at least 70% of the total wall area of the ground floor facing Asbury Avenue.

Sunset Park

- Facades of buildings shall be constructed of or faced with high-quality, natural brick, stone, cast stone, structural metals, stucco/plaster, or wood. Variety in building materials is encouraged.
- The construction or rehabilitation of buildings should be undertaken in accordance with the Asbury Park UEZ Design Guidelines.
- Drive-thru and ATM facilities for banks and fiduciary institutions require a conditional use permit. The design of drive-thrus and drive-up windows as well as accessory ATMs shall conform to the following requirements:
 - ▷ Stacking lanes shall be located at the rear and/or side of the building. Stacking lanes shall not be located between the building and the street.
 - ▷ Drive-thru facilities should be designed so that it is not necessary for pedestrians to cross stacking lanes. Where pedestrians have to cross stacking lanes, the pavement shall be demarcated with crosswalks and/or paving treatment to aid in pedestrian comfort and safety.

- ▷ All light fixtures shall be shielded so light does not spill onto adjoining properties
- ▷ No drive-thru shall have a newly created curb-cut for the drive-thru on Main Street
- ▷ Every bank and fiduciary institution that has an ATM shall have at least one internal walk-in ATM.

North Gateway

- Facades of buildings shall be constructed of or faced with high-quality, natural brick, stone, cast stone, structural metals, stucco/plaster, or wood. Variety in building materials is encouraged.
- The construction or rehabilitation of buildings should be undertaken in accordance with the Asbury Park UEZ Design Guidelines.
- Drive-thru and ATM facilities require a conditional use permit. The design of drive-thrus & drive-up windows shall conform to the following requirements:
 - ▷ Stacking lanes shall be located at the rear and/or side of the building.
 - ▷ Stacking lanes shall not be located between the building and the street.
 - ▷ Drive-thru facilities should be designed so that it is not necessary for pedestrians to cross stacking lanes. Where pedestrians have to cross stacking lanes, the pavement shall be demarcated with crosswalks and/or paving treatment to aid in pedestrian comfort and safety.
 - ▷ All light fixtures shall be shielded so light does not spill onto adjoining property
 - ▷ No drive-thru shall have a newly created curb-cut for the drive-thru on Main Street
 - ▷ Every bank that has an ATM shall have at least one internal walk-in ATM

Green Building Design

The protection of the natural environment is a key element to Asbury Park's overall redevelopment effort. Building projects in the Main Street Redevelopment Area should incorporate resource efficiency through green building design, utilizing the green building rating system known as Leadership in Energy and Environmental Design (LEED). This standard was developed by the United States Green Building Council membership. Green building design offers the advantages of reduced energy and operating costs while at the same time using less materials.

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

General Building Design Requirements for All Developments

The design guidelines for the Main Street Redevelopment Plan shall be the UEZ Design Guidelines with the following supplements:

1. **Doors & Walls.** All buildings with frontage along Main Street must have front doors and windows facing Main Street. Blank walls are not permitted facing Main Street. Side walls that face public streets must have windows and should have doors.
2. **Entrances.** Each street-facing ground-level business must have a separate entry. Buildings located on corner parcels are encouraged to place primary entrances at the corner.
3. **Openings & Transparency.** The area of window and door openings on any wall facing a street must be at least 30% of the area of the wall. The ground floors facing Main Street must have a transparent area of at least 70% of the total wall area of the ground floor facing Main Street.
4. **Trash, Service & Loading.** Trash, service, and loading areas shall not be located along street frontage and shall be screened from view from public streets, open areas, residential areas, and pedestrian corridors.
5. **Fences.** Fences are not permitted in front yards. Fences in rear and side yards may not exceed 6 feet in height. Decorative finials or caps may be placed on fence posts and may exceed the maximum permitted fence height by no more than 6 inches. Chain link fencing, vinyl fencing, and the use of barbed or razor wire are prohibited.
6. **Balconies.** Balconies for residential units on upper stories may not extend more than 4 feet into the public right-of-way.
7. **Materials.** Facades of buildings shall be constructed of high-quality materials. The use of exterior insulated finishing systems (EIFS) and vinyl siding is prohibited.
8. **Addresses.** All buildings shall be clearly identified by street address. Street numbers shall be located directly above or near each door, and shall contrast well with the background they are placed on. On buildings with multiple addresses, street numbers shall be the same size and font.

9. **Public Art.** Public art should be provided as part of or within public spaces created by new development. Art should be designed in consultation with the Arts Coalition of Asbury Park.

The following are additional building design requirements for structures within certain character districts.

Civic Core / North Gateway

- The development of “green buildings” is highly encouraged. Developments in this district are encouraged to be designed, constructed, and operated so they could meet the criteria for a LEED-certified rating by the U.S. Green Buildings Council.
- New structures shall be designed in sections of between 50 and 75 ft. in width along the street frontage. Sections can be expressed through architecturally-articulated bays, variations in setback, changes in window patterns, changes in material, or other similar techniques.
- New structures shall have a maximum height of 5 stories, or 65 ft. Towers may extend the maximum height of these buildings to 8 stories (plus ornamentation and mechanical penthouse space) if no structure above the 5th story is wider than 70 ft. Towers may not be placed closer than 80 ft. apart.
- ATM facilities for banks and fiduciary institutions require a conditional use permit. The design of accessory ATMs shall conform to the following requirements: All ATMs shall be internal walk-in ATMs.

Community Shopping Zone

- New structures shall be designed with a side-to-side rhythm of approximately 25 to 35 ft. This can be expressed through means such as architecturally articulated bays, variations in setback, window patterns, or changes in material. Cornice lines should reflect this rhythm through variation in height or setback from the street.
- The maximum length of a horizontal facade or side wall, without a significant architectural break or setback, is 100 ft.



**Asbury Park, New Jersey
ORDINANCE NO. 2018-21**

**AN ORDINANCE OF THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH
AND STATE OF NEW JERSEY ADDING CHAPTER TWO SECTION EIGHTY-EIGHT
"DEVELOPMENT FEES" TO THE CODE OF THE CITY OF ASBURY PARK**

Section I. Chapter Two Section Eighty-Eight, entitled "Development Fees,"
Created. That Chapter Two Section Eighty-Eight, "Development Fees" is hereby added to the Code and shall read as follows:

§ 88-1. Purpose.

- A. In *Holmdel Builder's Association v. Holmdel Township*, 121 N.J. 550 (1990), the New Jersey Supreme Court determined that mandatory development fees are authorized by the Fair Housing Act of 1985 (the Act), N.J.S.A. 52:27d-301 et seq., and the State Constitution, subject to the Council on Affordable Housing's (COAH's) adoption of rules.
- B. COAH was authorized by P.L. 2008, c. 46, Section 8 (N.J.S.A. 52:27D-329.2), and the Statewide Nonresidential Development Fee Act (N.J.S.A. 40:55D-8.1 through 40:55D-8.7) to adopt and promulgate regulations necessary for the establishment, implementation, review, monitoring and enforcement of municipal affordable housing trust funds and corresponding spending plans. Municipalities that are under the jurisdiction of COAH or a court of competent jurisdiction and have a COAH- or court-approved spending plan may retain fees collected from nonresidential development.
- C. In *Re: Adoption of N.J.A.C. 5:96 and 5:97* by the New Jersey Council on Affordable Housing, 221 N.J. 1 (2015), also known as the Mount Laurel IV decision, the Supreme Court remanded COAH's duties to the Superior Court. As a result, affordable housing development fee collections and expenditures from the municipal affordable housing trust funds to implement municipal Third Round Fair Share Plans through July 1, 2025 are under the Court's jurisdiction and are subject to approval by the Court.
- D. This chapter establishes standards for the collection, maintenance, and expenditure of development fees pursuant to COAH's regulations and in accordance with P.L. 2008, c. 46, Sections 8 and 32 through 38 (N.J.S.A. 52:27D-329.2 and N.J.S.A. 40:55D-8.1 through 40:55D-8.7, respectively). Fees collected pursuant to this chapter shall be used for the sole purpose of providing low- and moderate-income housing. This chapter shall be interpreted within the framework of COAH's rules on development

fees, codified at N.J.A.C. 5:93-8.

§ 88-2. Basic requirements.

- A. This ordinance shall not be effective until approved by the Superior Court pursuant to N.J.A.C. 5:93.8.
- B. The City of Asbury Park shall not spend development fees until the Court has approved a plan for spending such fees in conformance with N.J.A.C. 5:93-8.

§ 88-3. Definitions.

The following terms, as used in this chapter, shall have the following meanings:

AFFORDABLE HOUSING DEVELOPMENT - A development that is inclusionary development, a municipal construction project containing affordable units or a one-hundred-percent affordable development. This shall include any project that contains restricted very-low, low-, moderate-, or middle-income units on or off-site. This shall also include any project that utilizes funds from the City's Regional Contribution Agreements (RCA).

COAH or THE COUNCIL - The New Jersey Council on Affordable Housing established under the Fair Housing Act

DEVELOPER - The legal or beneficial owner or owners of a lot or of any land proposed to be included in a proposed development, including the holder of an option or contract to purchase, or other person having an enforceable proprietary interest in such land.

DEVELOPMENT FEE - Money paid by a developer for the improvement of property as permitted in N.J.A.C. 5:93-8.

EQUALIZED ASSESSED VALUE - The assessed value of a property divided by the current average ratio of assessed to true value for the municipality in which the property is situated, as determined in accordance with Sections 1, 5, and 6 of P.L. 1973, c. 123 (N.J.S.A. 54:1-35a through 54:1-35c).

GREEN BUILDING STRATEGIES - Those strategies that minimize the impact of development on the environment and enhance the health, safety and well-being of residents by producing durable, low-maintenance, resource-efficient housing while making optimum use of existing infrastructure and community services.

§ 88-4. Residential development fees.

- A. Imposed fees.
 - 1. Within all Zoning Districts and Redevelopment Areas, residential developers, except for developers of the types of development specifically exempted below, shall pay a fee of 1.5% of the equalized assessed value for residential development, provided no increased density is permitted.

2. When an increase in residential density pursuant to N.J.S.A. 40:55D-70d(5) (known as a "d" variance) has been permitted, developers may be required to pay a development fee of 6% of the equalized assessed value for each additional unit that may be realized. However, if the zoning on a site has changed during the two-year period preceding the filing of such a variance application, the base density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two-year period preceding the filing of the variance application. Example: If an approval allows four units to be constructed on a site that was zoned for two units, the fees could equal 1.5% of the equalized assessed value on the first two units; and the specified higher percentage up to six percent of the equalized assessed value for the two additional units, provided zoning on the site has not changed during the two-year period preceding the filing of such a variance application.

B. Eligible exactions, ineligible exactions and exemptions for residential development.

1. Affordable housing developments, developments where the developer is providing for the construction of affordable units elsewhere in the municipality, and developments where the developer has made a payment in lieu of on-site construction of affordable units shall be exempt from development fees.
2. Developments that have received preliminary or final site plan approval or are subject to an executed redevelopment or development agreement (including master redeveloper agreement) prior to the adoption of a municipal development fee ordinance shall be exempt from development fees unless the developer seeks a substantial change in the approval. Where a site plan approval does not apply, a zoning and/or building permit shall be synonymous with preliminary or final site plan approval for this purpose. The fee percentage shall be vested on the date that the building permit is issued.
3. Renovations or additions to any single-family or two-family residence shall be exempt from paying a development fee except if the assessed value of the renovated/expanded structure is greater than or equal to 151% of the previously assessed value of the structure. Example: If the post-renovation/addition assessed value of a house originally assessed at \$100,000 structure is increased to \$151,000, the developer must pay a development fee on the increase in assessed value).
4. Buildings that are elevated or buildings that are replaced in an elevated position shall be exempt from paying a development fee provided the buildings are located in a Special Flood Hazard Area and meet the following. Notwithstanding, the exemption shall not apply if the number of residential units in the existing or demolished building is increased.
 - (i) New construction and substantial improvement of any residential structure shall have the lowest floor, including basement together with the attendant utilities and sanitary facilities, elevated to or above base flood elevation; and

- (ii) Within any AO Zone on the municipality's FIRM that all new construction and substantial improvement of any residential structure shall have the lowest floor, including basement, elevated above the highest adjacent grade at least as high as the depth number specified in feet (at least two (2) feet if no depth number is specified). And, require adequate drainage paths around structures on slopes to guide floodwaters around and away from proposed structures.
- 5. Buildings demolished and replaced due to being “destroyed” as a result of a fire or natural disaster (excluding flood damaged buildings that are located in the Special Flood Hazard Area) shall be exempt from paying a development fee, except:
 - (i) If the assessed value of the reconstructed structure is greater than or equal to 151% of the assessed value of the original structure (Example: If a house assessed at \$100,000 is replaced with a house assessed at \$151,000, the developer must pay a development fee on the increase in assessed value); or
 - (ii) If the number of residential units in the replacement building is greater than the number of units in the original building being demolished (Example: A single-family house is replaced with a house having three residential units).

§ 88-5. Nonresidential development fees.

A. Imposed fees.

1. Within all zoning districts, nonresidential developers, except for developers of the types of development specifically exempted, shall pay a fee equal to 2.5% of the equalized assessed value of the land and improvements for all new nonresidential construction on an unimproved lot or lots.
2. Nonresidential developers, except for developers of the types of development specifically exempted, shall also pay a fee equal to 2.5% of the increase in equalized assessed value resulting from any additions to existing structures to be used for nonresidential purposes.
3. Development fees shall be imposed and collected when an existing structure is demolished and replaced. The development fee of 2.5% shall be calculated on the difference between the equalized assessed value of the preexisting land and improvement and the equalized assessed value of the newly improved structure, i.e., land and improvement, at the time final certificate of occupancy is issued. If the calculation required under this section results in a negative number, the nonresidential development fee shall be zero.

B. Eligible exactions, ineligible exactions and exemptions for nonresidential development.

1. The nonresidential portion of a mixed-use inclusionary or market rate development shall be subject to the two-and-one-half-percent development fee, unless otherwise

exempted below.

2. The two-and-one-half-percent fee shall not apply to an increase in equalized assessed value resulting from alterations, change in use within existing footprint, reconstruction, renovations and repairs.
3. Nonresidential developments shall be exempt from the payment of nonresidential development fees in accordance with the exemptions required pursuant to P.L. 2008, c. 46, as specified in the Form N-RDF, "State of New Jersey Nonresidential Development Certification/Exemption" form. Any exemption claimed by a developer shall be substantiated by that developer.
4. A developer of a nonresidential development exempted from the nonresidential development fee pursuant to P.L. 2008, c. 46, shall be subject to it at such time the basis for the exemption no longer applies and shall make the payment of the nonresidential development fee, in that event, within three years after that event or after the issuance of the final certificate of occupancy of the nonresidential development, whichever is later.
5. If a property which was exempted from the collection of a nonresidential development fee thereafter ceases to be exempt from property taxation, the owner of the property shall remit the fees required pursuant to this section within 45 days of the termination of the property tax exemption. Unpaid nonresidential development fees under these circumstances may be enforceable by Asbury Park as a lien against the real property of the owner.

§ 88-6. Collection procedures.

- A. Upon the granting of a preliminary, final or other applicable approval for a development, the applicable approving authority shall direct its staff to notify the Construction Official responsible for the issuance of a building permit.
- B. For nonresidential developments only, the developer shall also be provided with a copy of Form N-RDF, "State of New Jersey Nonresidential Development Certification/Exemption," to be completed as per the instructions provided. The developer of a nonresidential development shall complete Form N-RDF as per the instructions provided. The Construction Official shall verify the information submitted by the nonresidential developer as per the instructions provided in the Form N-RDF. The Tax Assessor shall verify exemptions and prepare estimated and final assessments as per the instructions provided in Form N-RDF.
- C. The Construction Official responsible for the issuance of a building permit shall notify the local Tax Assessor of the issuance of the first building permit for a development which is subject to a development fee.
- D. Within 90 days of receipt of that notice, the Municipal Tax Assessor, based on the plans filed, shall provide an estimate of the equalized assessed value of the

development.

- E. The Construction Official responsible for the issuance of a final certificate of occupancy notifies the local Assessor of any and all requests for the scheduling of a final inspection on property which is subject to a development fee.
- F. Within 10 business days of a request for the scheduling of a final inspection, the Municipal Assessor shall confirm or modify the previously estimated equalized assessed value of the improvements of the development; calculate the development fee; and thereafter notify the developer of the amount of the fee.
- G. Should Asbury Park fail to determine or notify the developer of the amount of the development fee within 10 business days of the request for final inspection, the developer may estimate the amount due and pay that estimated amount consistent with the dispute process set forth in Subsection b of Section 37 of P.L. 2008, c. 46 (N.J.S.A. 40:55D-8.6).
- H. Fifty percent of the development fee shall be collected at the time of issuance of the building permit. The remaining portion shall be collected at the issuance of the certificate of occupancy. The developer shall be responsible for paying the difference between the fee calculated at building permit and that determined at issuance of certificate of occupancy.
- I. Appeal of development fees.
 - 1. A developer may challenge residential development fees imposed by filing a challenge with the County Board of Taxation. Pending a review and determination by the Board, collected fees shall be placed in an interest-bearing escrow account by Asbury Park. Appeals from a determination of the Board may be made to the Tax Court in accordance with the provisions of the State Uniform Tax Procedure Law, N.J.S.A. 54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.
 - 2. A developer may challenge nonresidential development fees imposed by filing a challenge with the Director of the Division of Taxation. Pending a review and determination by the Director, which shall be made within 45 days of receipt of the challenge, collected fees shall be placed in an interest-bearing escrow account by Asbury Park. Appeals from a determination of the Director may be made to the Tax Court in accordance with the provisions of the State Uniform Tax Procedure Law, N.J.S.A. 54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

§ 88-7. Affordable housing trust fund.

- A. There is hereby created a separate, interest-bearing housing trust fund to be maintained by the Chief Financial Officer for the purpose of depositing development fees collected from residential and nonresidential developers and proceeds from the sale of units with extinguished controls.

- B. The following additional funds shall be deposited in the affordable housing trust fund and shall at all times be identifiable by source and amount:
1. Payments in lieu of on-site construction of affordable units;
 2. Developer-contributed funds to make 10% of the adaptable entrances in a townhouse or other multistory attached development accessible;
 3. Rental income from municipally operated units;
 4. Repayments from affordable housing program loans;
 5. Recapture funds;
 6. Proceeds from the sale of affordable units; and
 7. Any other funds collected in connection with Asbury Park's affordable housing program.

§ 88-8. Use of funds.

- A. The expenditure of all funds shall conform to a spending plan approved by the Court. Funds deposited in the housing trust fund may be used for any activity approved by the Court to address the City's fair share obligation and may be set up as a grant or revolving loan program. Such activities include, but are not limited to, preservation or purchase of housing for the purpose of maintaining or implementing affordability controls, rehabilitation, new construction of affordable housing units and related costs, accessory apartment, market to affordable, or regional housing partnership programs, conversion of existing nonresidential buildings to create new affordable units, green building strategies designed to be cost saving and in accordance with accepted national or state standards, purchase of land for affordable housing, improvement of land to be used for affordable housing, extensions or improvements of roads and infrastructure to affordable housing sites, financial assistance designed to increase affordability, administration necessary for implementation of the Housing Element and Fair Share Plan, or any other activity as permitted pursuant to N.J.A.C. 5:93-8 and specified in the approved spending plan.
- B. Funds shall not be expended to reimburse Asbury Park for past housing activities.
- C. At least 30% of all development fees collected and interest earned shall be used to provide affordability assistance to low- and moderate-income households in affordable units included in the municipal Fair Share Plan. One-third of the affordability assistance portion of development fees collected shall be used to provide affordability assistance to those households earning 30% or less of median income by region.
1. Affordability assistance programs may include down payment assistance, security deposit assistance, low-interest loans, rental assistance, assistance with homeowners' association or condominium fees and special assessments, and

assistance with emergency repairs.

2. Affordability assistance to households earning 30% or less of median income may include buying down the cost of low- or moderate-income units in the municipal Fair Share Plan to make them affordable to households earning 30% or less of median income.
 3. Payments in lieu of constructing affordable units on site and funds from the sale of units with extinguished controls shall be exempt from the affordability assistance requirement.
- D. Asbury Park may contract with a private or public entity to administer any part of its Housing Element and Fair Share Plan, including the requirement for affordability assistance, in accordance with N.J.A.C. 5:93-8.16.
- E. No more than 20% of all revenues collected from development fees may be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultant fees necessary to develop or implement a new construction program, a Housing Element and Fair Share Plan, and/or an affirmative marketing program. In the case of a rehabilitation program, no more than 20% of the revenues collected from development fees shall be expended for such administrative expenses. Administrative funds may be used for income qualification of households, monitoring the turnover of sale and rental units, and compliance with annual monitoring requirements.
- F. Legal or other fees related to litigation opposing affordable housing sites or objecting to the Council's regulations and/or action are not eligible uses of the affordable housing trust fund.

§ 88-9. Monitoring.

- A. On or about June 30 of each year through 2025, Asbury Park shall provide annual reporting of trust fund activity to the New Jersey Department of Community Affairs (“DCA”), COAH, or Local Government Services (“LGS”), or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center and posted on the municipal website, using forms developed for this purpose by the DCA, COAH, or LGS. This reporting shall include an accounting of all housing trust fund activity, including the collection of development fees from residential and nonresidential developers, payments in lieu of constructing affordable units on site, funds from the sale of units with extinguished controls, barrier-free escrow funds, rental income, repayments from affordable housing program loans, and any other funds collected in connection with Asbury Park' housing program, as well as to the expenditure of revenues and implementation of the plan approved by the Court.

§ 88-10. Ongoing collection of fees.

- A. The ability for Asbury Park to impose, collect and expend development fees shall expire with its Court-issued Judgement of Compliance unless Asbury Park has filed an adopted Housing Element and Fair Share Plan with the Court, has filed a

Declaratory Judgement Action, and has received the Court's approval of its development fee ordinance. If Asbury Park fails to renew its ability to impose and collect development fees prior to the expiration of its Judgment of Compliance and Repose, it may be subject to forfeiture of any or all funds remaining within its municipal trust fund. Any funds so forfeited shall be deposited into the "New Jersey Affordable Housing Trust Fund" established pursuant to Section 20 of P.L. 1985, c. 222 (N.J.S.A. 52:27D-320). Asbury Park shall not impose a residential development fee on a development that receives preliminary or final site plan approval after the expiration of its Judgment of Compliance and Repose, nor shall Asbury Park retroactively impose a development fee on such a development. Asbury Park shall not expend development fees after the expiration of its substantive certification or Judgment of Compliance and Repose.

Section II. Repealer. All ordinances or Code provisions or parts thereof inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Section III. Severability. If any section, subsection, paragraph, sentence or any other part of this ordinance is adjudged unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remainder of this ordinance.

Section IV. Effective Date. This ordinance shall take effect upon its passage and publication, as required by 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. 2018-21 which was finally adopted by the City Council at a meeting held on the 25th day of July, 2018

CINDY A. DYE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2018-29**

**AUTHORIZING THE CITY OF ASBURY PARK TO CONVEY AN EASEMENT OVER
CERTAIN PORTIONS OF THE PUBLIC RIGHT-OF-WAY AREA ADJACENT TO
THE PROPERTY LOCATED AT 545 LAKE AVENUE (TO BE KNOWN AS BLOCK
3105, LOT 4.02).**

WHEREAS, on June 12, 2017, the Asbury Park Planning Board adopted a Resolution memorializing the approval of an application made by Cookman Community Development Urban Renewal, LLC (the “Developer”), for minor subdivision and preliminary and final site plan approval relating to certain development (referenced as the “development project”) of the property located at 545 Lake Avenue, which was formerly part of the property known and designated as Block 3105, Lot 4 on the Official Asbury Park Tax Map (the “Tax Map”) and which will now be known and designated as Block 3105, Lot 4.02 on the Tax Map (the “Property”); and

WHEREAS, the property is located in the Central Business District Redevelopment Area (the “CBD Zone or District”); and

WHEREAS, the above-referenced Resolution of approval contained a condition that any encroachments into any public right-of-way areas (over which the City has jurisdiction) must be approved by the Mayor and Council of the City of Asbury Park (the “City”); and

WHEREAS, the development project includes the construction of a stairway which is proposed to encroach into the public right-of-way area by approximately 55.8 square feet; and

WHEREAS, the development project also includes the construction of a handicap ramp which is proposed to encroach into the public right-of-way area by approximately 124.7 square feet; and

WHEREAS, the encroachments are described in more detail in a legal description prepared by Joseph Mele, PE, PLS, PP, of Dresdner Robin, dated September 28, 2017, a copy of which is attached hereto as Exhibit “A,”; and

WHEREAS, the encroachments are depicted in more detail on a map entitled, “Proposed Franchise Area Plan,” dated September 28, 2017, as prepared by Joseph Mele, PE, PLS, PP, a copy of which is attached hereto as Exhibit “B”; and

WHEREAS, the Developer has requested that the City allow it to develop the property with the encroachments referenced above, and as described and depicted in the attached Exhibits; 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 application, the Mayor and Council have determined the following:

- (1) The within proposed encroachments into the public right-of-way shall not interfere with the ability of the public to utilize the sidewalks or other public areas that are adjacent to the proposed development; and
- (2) The encroachments are needed in order to provide for a stairway and handicap ramp to be constructed as part of the development, as well as for the applicant to be compliant with ADA regulations concerning handicap access; and
- (3) The area of the proposed encroachments is de minimus; and
- (4) The combined area of the proposed encroachments is less than the minimum size required for development under the applicable municipal development regulations and is without any capital improvement(s) thereon; and

WHEREAS, as a result, to the extent that the City has jurisdiction over the areas in question and without making any affirmative representations with regard thereto, the Mayor and Council are willing to permit the construction of the stairway and handicap ramp which are proposed to encroach into any public right-of-way areas that are under the City's jurisdiction, as referenced above, and as described and depicted in the attached Exhibits, for the consideration of Two Thousand Six Hundred Fifty Nine Dollars (\$2,659.00), with the condition that the easement area shall only be used for the stairway and ramp and for no other purpose, and pursuant to the other terms and conditions set forth herein; and

WHEREAS, the purpose of this Ordinance is to confirm said conditional approval and to grant the necessary easement, 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 City 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 areas in question 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), hereby authorizes the conveyance of an easement to the applicant, for the consideration of Two Thousand Six Hundred Fifty

Nine Dollars (\$2,659.00), over certain portions of the public right-of-way areas that are adjacent to the property, as more particularly described in the legal description attached hereto as Exhibit "A" and as depicted on Exhibit "B," in order to allow for the construction of a stairway and handicap ramp as part of the development project, with the condition that the easement area shall only be used for the stairway and ramp and for no other purpose, and pursuant to the other terms and conditions set forth herein.

2. That the Mayor is hereby authorized to execute, and the Municipal Clerk to attest, any and all documents that are necessary in order to effectuate the granting of this easement, which documents shall be in a form satisfactory to the City Attorney.
3. That, following proper execution and notarization of the necessary easement documents, the same shall be recorded with the Monmouth County Clerk's Office.
4. That all other City officials and employees are hereby authorized to undertake any activities that are necessary in furtherance of the intentions of the within Ordinance.
5. That this Ordinance shall 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. 2018-29 which was finally adopted by the City Council at a meeting held on the 11th day of July, 2018

CINDY A. DYE
CITY CLERK

September 28, 2017

Job No. 10558-001

DEED DESCRIPTION
Proposed Franchise Area
for Lot 4, Block 3105

City of Asbury Park, Monmouth County, New Jersey

**DRESDNER
ROBIN**

LOCATION OF PROPOSED STAIRWAY WITHIN LAKE AVENUE R.O.W.

BEGINNING at a point, said point being along the northerly side of Lake Avenue (75 feet wide R.O.W.), and a distance of 263.00 feet east of the intersection of the easterly line of Emory Street (100 feet wide R.O.W.) and the northerly line of Lake Avenue (75 feet wide R.O.W.) and running, thence;

1. Along said northerly line of Lake Avenue, North 62 degrees 17 minutes 27 seconds East, 10.00 feet, thence;
2. South 27 degrees 42 minutes 33 seconds East, 5.58 feet, thence;
3. South 62 degrees 17 minutes 27 seconds West, 10.00 feet, thence;
4. North 27 degrees 42 minutes 33 seconds West, 5.58 feet to the herein described point and place of BEGINNING.

Containing 55.8 square feet.

LOCATION OF PROPOSED ADA RAMP WITHIN LAKE AVENUE R.O.W.

BEGINNING at a point, said point being along the northerly side of Lake Avenue (75 feet wide R.O.W.), and a distance of 283.12 feet east of the intersection of the easterly line of Emory Street (100 feet wide R.O.W.) and the northerly line of Lake Avenue (75 feet wide R.O.W.) and running, thence;

1. Along said northerly line of Lake Avenue, North 62 degrees 17 minutes 27 seconds East, 21.81 feet, thence;
2. South 27 degrees 42 minutes 33 seconds East, 5.72 feet, thence;
3. South 62 degrees 17 minutes 27 seconds West, 21.81 feet, thence;
4. North 27 degrees 42 minutes 33 seconds West, 5.72 feet to the herein described point and place of BEGINNING.

Containing 124.7 square feet.

This description was prepared in accordance with a map titled, "Proposed Franchise Area Plan, Exhibit A-1 for Lot 4, Block 3105, City of Asbury Park, Monmouth County, New Jersey", dated September 19, 2017, prepared by Dresdner Robin.

for Mele 9-28-2017

Joseph Mele, PE, PLS, PP Date
Professional Engineer and Land Surveyor
N.J. License Number 04323900

Engineering
Environmental
Planning
Land Survey
Landscape
Architecture
Real Estate
Consulting

1 Evertrust Plaza
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603 Mattison Ave
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732.988.7032 FAX

535 Route 38 East
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856.488.6200
856.488.4302 FAX

55 Lane Road
Suite 220
Fairfield, NJ 07004
973.696.2600
973.696.1362 FAX

DresdnerRobin.com



DESCRIPTION OF PROPOSED FRANCHISE AREAS:

- ① N 62° 17' 27" E 10.00
- ② S 27° 42' 33" E 5.58
- ③ S 62° 17' 27" W 10.00
- ④ N 27° 42' 33" W 5.58
- ⑤ N 62° 17' 27" E 21.81
- ⑥ S 27° 42' 33" E 5.72
- ⑦ S 62° 17' 27" W 21.81
- ⑧ N 27° 42' 33" W 5.72

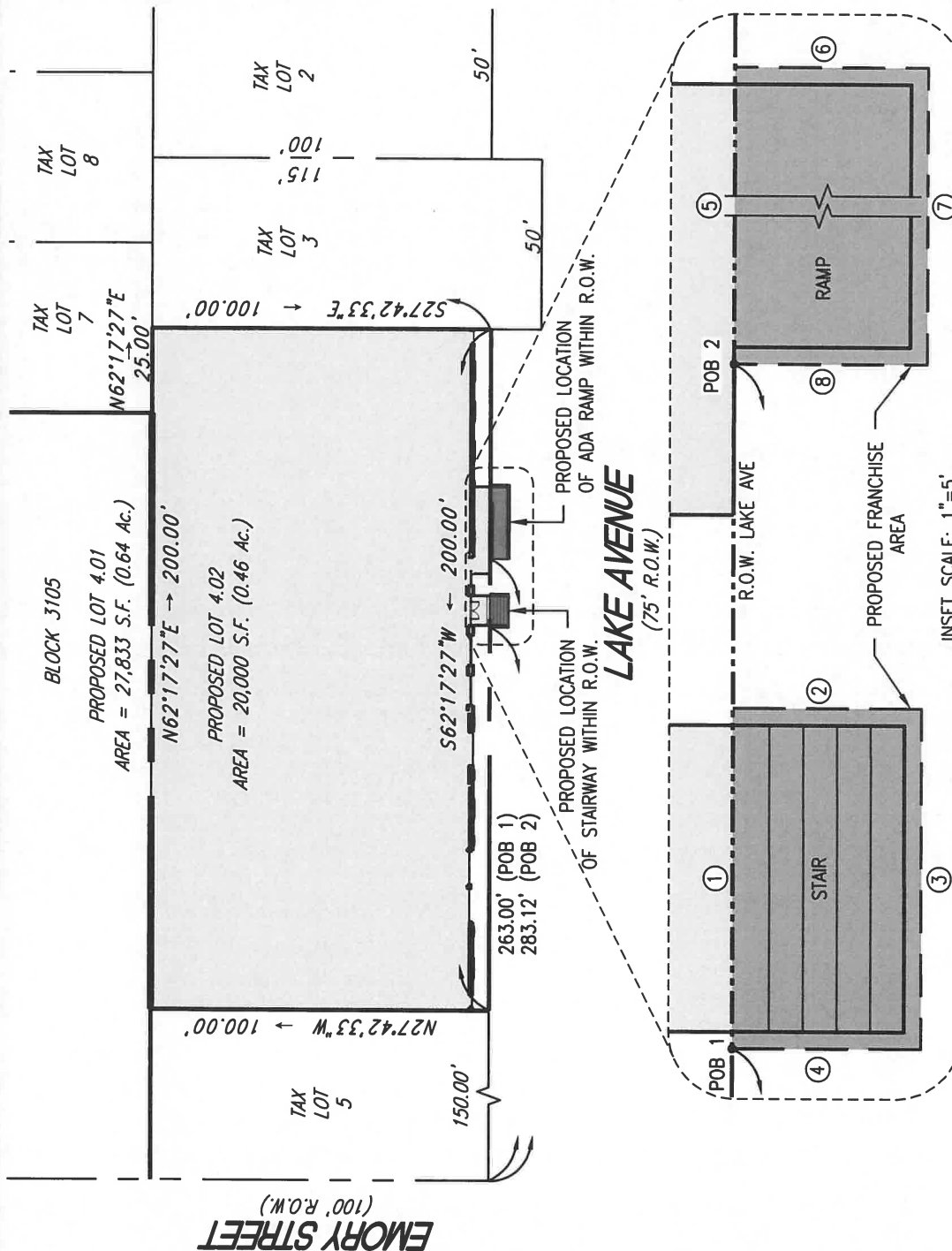
REFERENCES:

1. BOUNDARY AND EXISTING CONDITIONS BASED ON MAP TITLED "BOUNDARY AND TOPOGRAPHIC SURVEY, TAX LOT 4, TAX BLOCK 3105, CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY" PREPARED BY GTS CONSULTANTS, DATED 4/9/2015.
2. ARCHITECTURAL DRAWINGS TITLED, "545 LAKE AVENUE, PROPOSED RESIDENTIAL DEVELOPMENT, ASBURY PARK, NJ 07712", PREPARED BY JOSE CARBALLO ARCHITECTURAL GROUP, DATED 4/11/2017.



Joseph Mele 9-28-2017
JOSEPH MELE
 PROFESSIONAL ENGINEER & LAND SURVEYOR
 NJ LICENSE NUMBER 24GB04323900

DRAWING NAME: PROPOSED FRANCHISE AREA PLAN EXHIBIT A-1	
DRWN BY: JPL	CHKD BY: JM
SCALE: 1"=50'	DATE: 9-19-2017
JOB NO: 10558-001	SHEET 1 OF 1



PROJECT: 545 LAKE AVENUE	
LOCATION: 545 LAKE AVENUE BLOCK 3105, LOT 4 CITY OF ASBURY PARK MONMOUTH COUNTY, NEW JERSEY	

OWNER/APPLICANT: COOKMAN COMMUNITY DEVELOPMENT URBAN RENEWAL, LLC 165 W 73RD STREET NEW YORK, NY 10023	
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DRESDNER ROBIN <i>Engineering, Environmental, Planning, Surveying and Landscape Architecture</i> 1 EVERTRUST PLAZA, SUITE 901 JERSEY CITY, NJ 07302 T: 201 217 9200 F: 201 217 9607	
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Minutes
Meeting of the Municipal Council
Wednesday, July 11, 2018
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	Present	
Michael Capabianco	City Manager	Present	
Frederick Raffetto	City Attorney	Present	

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

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

City Manager Capabianco had not prior issues.

Special Event Applications

There were no special event applications to discuss.

Items to be presented by David Kaplan, City Auditor:

1. Report of 2017 Audit

City Auditor David Kaplan summarized the 2017 Audit.

Review of Agenda Items for July 11, 2018 Regular Meeting

City Manager Capabianco reviewed this evening's agenda with the City Council.

Matters from City Council

Council Member Chapman sends her condolences to the Famularo family and all others impacted by the recent fire. She thanked the fire department for getting the fire quickly under control.

Council Member Clayton echoed Council Member Chapman's condolences.

Council Member Kendle stated that there will be a vigil for James Famularo at Hammary Courts. He stated that the Recreation Committee is holding their first annual Fashion Show being held Saturday at the VFW.

Deputy Mayor Quinn echoed her condolences to the Famularo family and others impacted by the fire. She also announced Asbury Park Family Day at the Beach at 8th Avenue.

Mayor Moor echoed his condolences to the Famularo family and all others impacted by the recent fire.

Matters from City Manager

City Manager Capabianco had no report.

Matters from City Attorney

City Attorney Raffetto had no report.

Regular Meeting begins at 7 p.m.

Respectfully submitted by:

Cindy A. Dye, RMC, City Clerk



Minutes
Meeting of the Municipal Council
Wednesday, July 11, 2018
REGULAR MEETING

Executive Session - 4:00 p.m.

2018-258 Resolution Authorizing a meeting which excludes the public

RESULT:	ADOPTED [3 TO 0]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	John Moor, Mayor
AYES:	Jesse Kendle, Amy Quinn, John Moor
ABSENT:	Eileen Chapman
AWAY:	Yvonne Clayton

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

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

PROCLAMATION RECOGNIZING THE ASBURY PARK ENVIRONMENTAL SHADE TREE COMMISSION.

The Mayor and City Council recognized the Asbury Park Environmental Shade Tree Commission.

PUBLIC PARTICIPATION

Motion made by Council Member Clayton and seconded by Council Member Chapman to open the meeting up to the public. All were in favor.

The following members of the public spoke: Melanie Holzberg, Louise Murray, Rita Marano, Ernest Mignoli, Carrie Bush, Jill Bartlett, Felicia Simmons.

Motion made by Council Member Clayton and seconded by Council Member Chapman to close the meeting up to the public. All were in favor.

MINUTES

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

1. Executive Minutes of June 27, 2018 4:00 PM
2. Municipal Council - Work Session - Jun 27, 2018 6:00 PM
3. Municipal Council - Regular Meeting - Jun 27, 2018 7:00 PM

INDIVIDUAL RESOLUTIONS

2018-259 Resolution Approving Payment of Bills

Council Member Chapman abstains from POs 17-02489, 18-00372 and 18-00374.

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

2018-260 Resolution Accepting the 2017 Municipal Audit

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

2018-261 Resolution Authorizing Change Order Number 2 for the Firehouse Lintel Project

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

2018-262 Awarding a contract for improvements to Bridge and Heck Sts

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

2018-263 Resolution to Close-out Monmouth County Municipal Open Space Grants for Development Application Nos. 10-10, 12-10, 13-14 of Springwood Avenue Park Construction

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

2018-264 Authorizing Granting of a 5-Year Tax Exemption For Commercial Property to Be Designated On The City Of Asbury Park Tax Map As Block 302, Lot 7.01 (1105-1109 Memorial Drive) Pursuant To N.J.S.A. 40A:21-1 et seq.

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

2018-265 Amending FY15 and FY17 Annual Action Plans

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

2018-266 Authorizing receipt of additional funds for the 2016 - 2019 multi-purpose senior grant

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

2018-267 Resolution Approving Monmouth Lodge 122 IBPOE of WPRIDE of Asbury Temple 64 2017-2018 Liquor License Renewals

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

2018-268 Resolution Approving 2018-2019 Liquor License Renewal for 1303-33-013-001 Monmouth Lodge #122, IBPOE

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

ORDINANCES

Introduction

2018-30 Amending and Supplementing Subsection 30-61.9, Entitled “Permitted Exceptions,” of Section 30-61, “Signs,” of Article V, “Development Standards, of Chapter XXX, “Land Development Regulations,” of The “Code of The City of Asbury Park, New Jersey.”

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 8/8/2018 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2018-31 Approving and Adopting an Amendment To The Main Street Redevelopment Plan

RESULT:	INTRODUCED [3 TO 2]
	Next: 8/8/2018 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Yvonne Clayton, Jesse Kendle, Amy Quinn
NAYS:	Eileen Chapman, John Moor

Second Reading/Public Hearing

2018-21 An Ordinance of the City of Asbury Park, County of Monmouth and State of New Jersey Adding Chapter Two Section Eighty-Eight "Development Fees" to the Code of the City of Asbury Park

RESULT:	TABLED [UNANIMOUS]
	Next: 7/25/2018 7:00 PM
MOVER:	John Moor, Mayor
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2018-29 Authorizing The City Of Asbury Park To Convey An Easement Over Certain Portions Of The Public Right-Of-Way Area Adjacent To the Property Located At 545 Lake Avenue (To Be Known As Block 3105, Lot 4.02).

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

No one spoke from the public.

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

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

ADJOURNMENT

The meeting was adjourned at 7:40 PM

Respectfully submitted by:

Cindy A. Dye, RMC, City Clerk