



Agenda
Meeting of the Municipal Council
Wednesday, July 24, 2019
WORK SESSION 6:00 PM

Clerk to Call Meeting to Order

Silent Prayer/Moment of Reflection.

Salute to the Flag

Announcement by the City Clerk

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

Items for Review:

- A. Proclamations Reconizing the " Fantastic Five" for heroism of the July 4th incident.
- B. City Manager's Report on Issues Raised at Prior Council Metting (s)
- C. Special Event Applications
- D. Items to be presented by City Planner Michele Alonso:
 - 1. Requested amendment to the Main Street Redevelopment Plan to permit a Billards Hall at 504 Main Street, Block 2503, Lot 11 presented by Michele Alonso, PP, AICP, Director of Planning and Redevelopment
 - 2. 1317-1319 Springwood Avenue (Block: 1101, Lot 41) proposed Short Term Tax Abatement presentation by Michele Alonso, PP, AICP Director of Planning and Redevelopment
- E. Review of Agenda Items for July 24, 2019 Regular Meeting
- F. Matters from City City Council
- G. Matters from City Manager
- H. Matters from City Attorney
- I. Regular Meeting begins at 7 p.m.

Ch. 441 Tax exemption application

To: Tax Assessor, City of Asbury Park, NJ

From: Brotherintheblue LLC

Property address: 1317-1319 Springwood Avenue, Asbury Park, NJ

The following information is provided according to the official application checklist of the City of Asbury Park:

1. General description of the project

The project consists of a building to be developed on combined vacant lots at 1317-1319 Springwood Avenue in Asbury Park, NJ, within a section designated for commercial use under the current Redevelopment Plan. The lots measure 25x125 feet and 25x150 feet respectively, for a total of 5750 square feet.

The building will be designed as an arts and crafts center consisting of work and gallery/retail space for various art forms, such as painting, pottery, sculpture, and photography. The center will rent out studio space to individual artists from the local area and beyond. It will include a community component offering arts and crafts workshops to Asbury Park residents with a particular focus on Westside youth.

The building will consist of two floors for a total of no more than 4,000 square feet. Much of the outside area, toward the north end of the lots, will be assigned to visitors parking (a minimum of eight vehicles).

The building will house a number of art studios of different sizes (ranging from 250 to 400 square feet) and a common gallery/retail area for shows and events. The gallery/retail space will most likely face directly Springwood Avenue.

In addition, some space on the second floor will be designed as one or two live-work artist studio(s) to house artists in residence, i.e., artists from other parts of the United States or from abroad who are interested in bringing their unique talent to the Asbury Park area.

The building will include one unisex bathroom per floor, one kitchenet in the gallery/retail space and storage room.

2. Legal description

The two lots at 1317 and 1319 Springwoods Avenue were purchased by Brotherintheblue LLC in summer of 2018. The lots are currently unencumbered by

any mortgage or lien. Brotherintheblue intends to apply for a mortgage to finance up to 80% of the construction costs of the building and for landscaping around the property.

3. Plans and drawings

See attached rendering

4. Reasons for exemption

The property tax exemption will help ensure the financial viability of the project in its initial phase.

The commercial area along the Springwood Avenue corridor is currently underdeveloped with several empty lots and abandoned properties. There is very limited foot traffic and a sense of relative isolation from downtown Asbury Park. Artists renting studio space in the building will likely be emerging artists who can't charge high prices for their work.

These conditions will limit the income potential of the project that can be derived from studio rentals and retail sales. It will take at least a couple of years for all available space to be rented out, and another 2-3 years for the center to attract a steady flow of arts and crafts lovers.

In its initial five-year phase the maximum projected income of the center at full capacity is estimated at \$4,000, or \$48,000. This will be hardly enough to cover mortgage payments on the new building as well as operating expenses such as heating and air conditioning, repairs, cleaning, insurance, security and maintenance staff. The property tax exemption is therefore an essential condition to the success of the project.

5. Estimated project completion costs

Building construction costs are estimated at about \$500,000. This includes all material and labor to be supplied by a professional contractor as well as the architect's fees.

The value of the land already purchased and with some beautification work added is estimated at about \$150,000.

6. Property taxes assessed

The current vacant lots have been assessed \$ 1,200 [to be verified] in property taxes.

Tax assessment on completed property to be determined later.

7. Projected municipal revenue

To be determined.

8. Lease agreements between applicant and users of the property

The number of studio spaces (including live-work space) to be leased to individual artists may be from five to eight.

The typical lease contract will be of a minimum of one year except for the space to be leased to the artists in residence, who may live and work at the property for shorter periods. As the studios will be of different sizes to accommodate different needs, the lease agreements will vary based on the actual square footage of each studio.

The gallery/retail space will be leased to individual artists to show their work for periods of weeks at a time. When demand by artists working at the property is low the space may be leased to outside artists or to local organizations for community events. The gallery space may also function as a cooperative between all of the artists in the property to display and sell their work.

9. Other pertinent information

None required at the moment.

10. Public benefits of the project

The project will help with the long-term revitalization of the area, attracting visitors to the area and making the block more pedestrian friendly. It will provide workspace for five to eight self-employed artists at the time. In addition, one part-time maintenance person and one part-time janitor will be hired from the community to look after the property.

The project will also contribute to the community by offering a minimum of five hours per month of art classes to be offered to local residents free of charge. This condition may be stipulated in the lease agreements or as a separate agreement with each renter.

11. Construction jobs to be created

The construction of the building will likely require a crew of about a dozen people at a time as well as the services of an architect. The hope is, if possible, to employ workers who have the proper qualifications and references from the Asbury Park area. Further details will be provided once all building plans are finalized and a suitable contractor identified through tender.

12. Environmental remediation

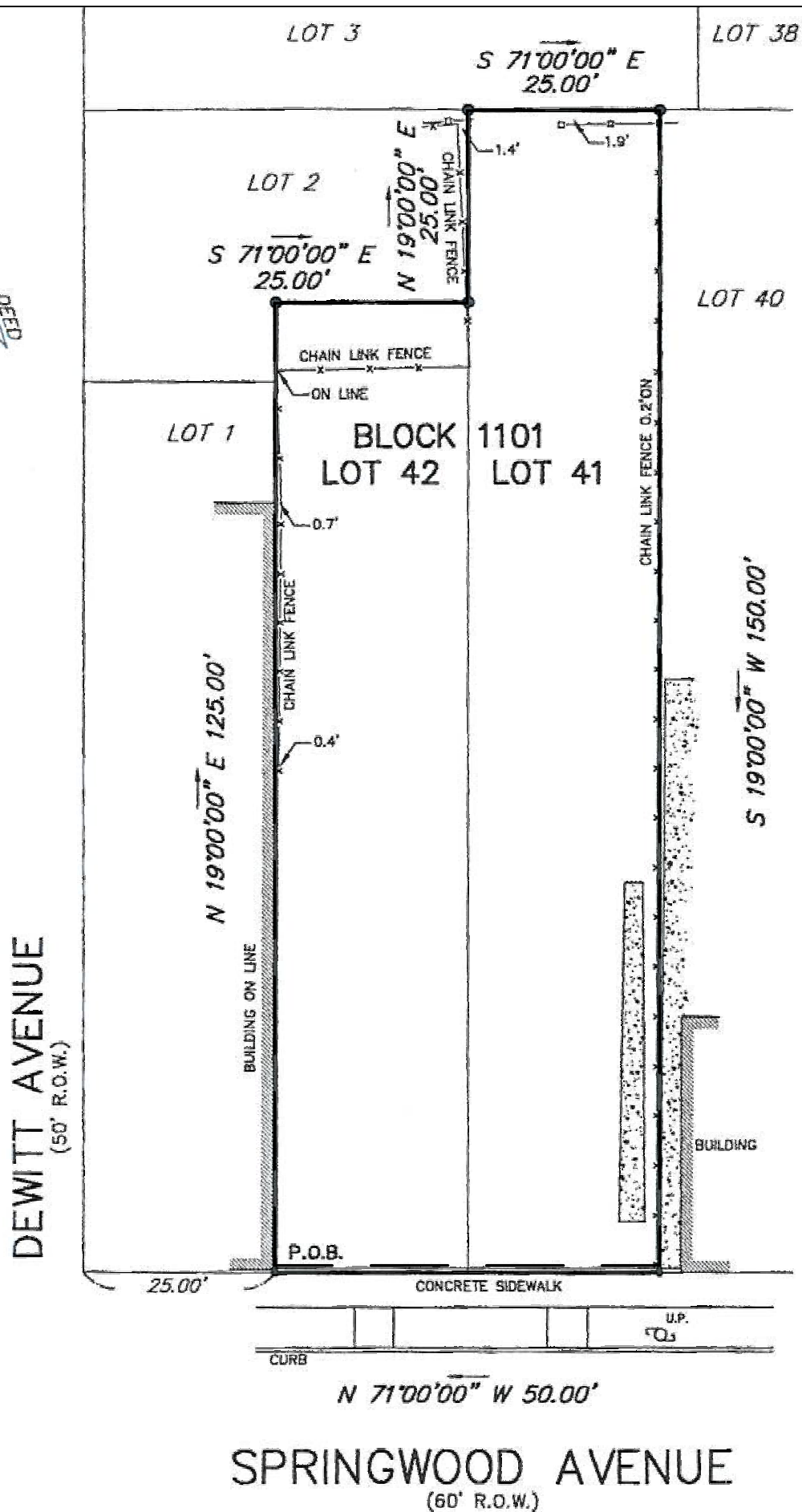
Both lots constituting the property were subject to thorough environmental assessment at the time of their purchase.

The assessment, conducted by a duly certified company, concluded that the land was free of any pollutant. An oil tank check was negative as well.

13. Additional public benefits

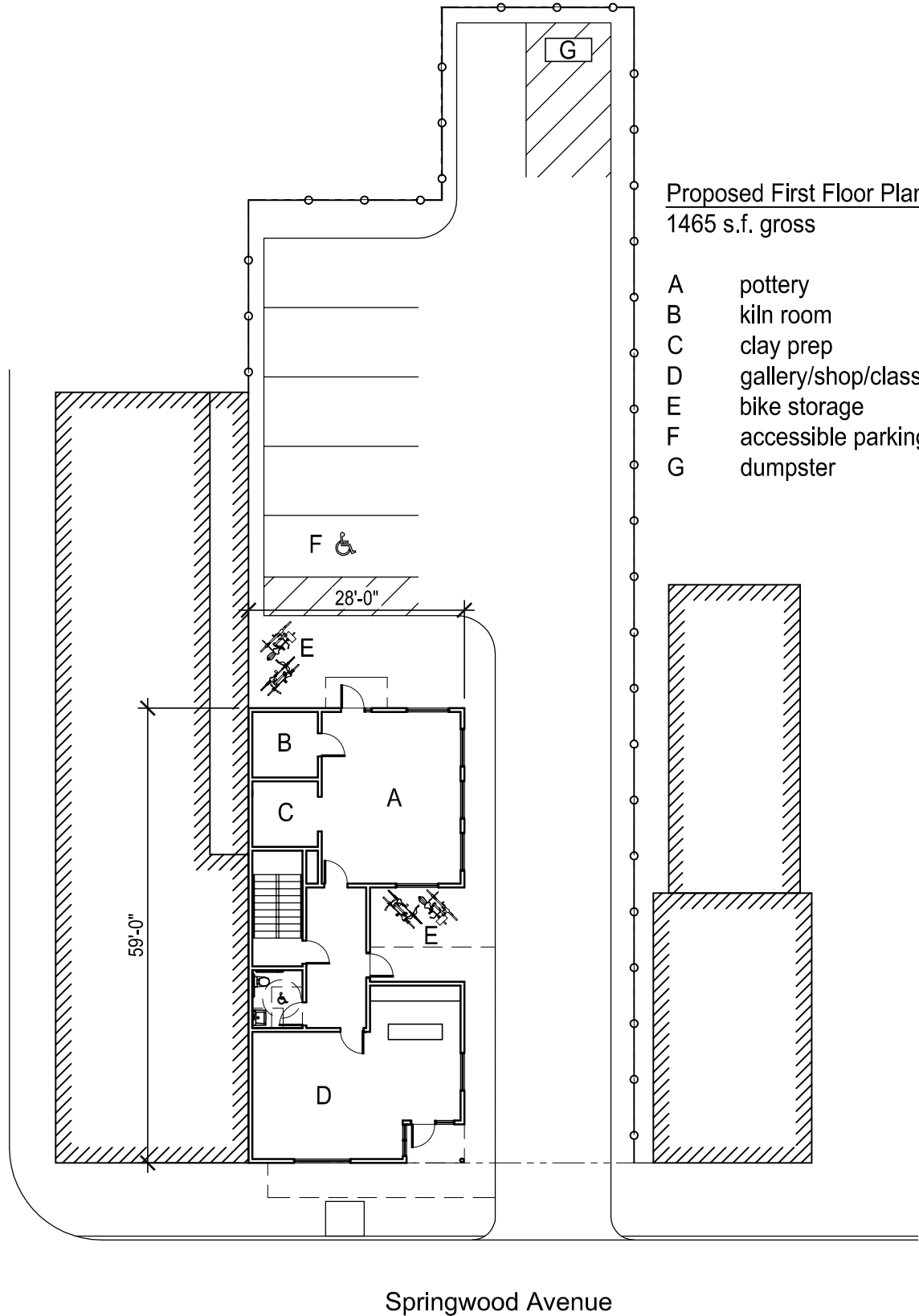
The project will also help expand and diversify the retail footprint along the Springwoods Avenue corridor where at the moment only a café, a small corner store and a couple of barber shops are present.

The gallery/retail space will have regular public hours and the art and crafts on display will provide opportunities for reflection and cultural dialogue benefiting all visitors.



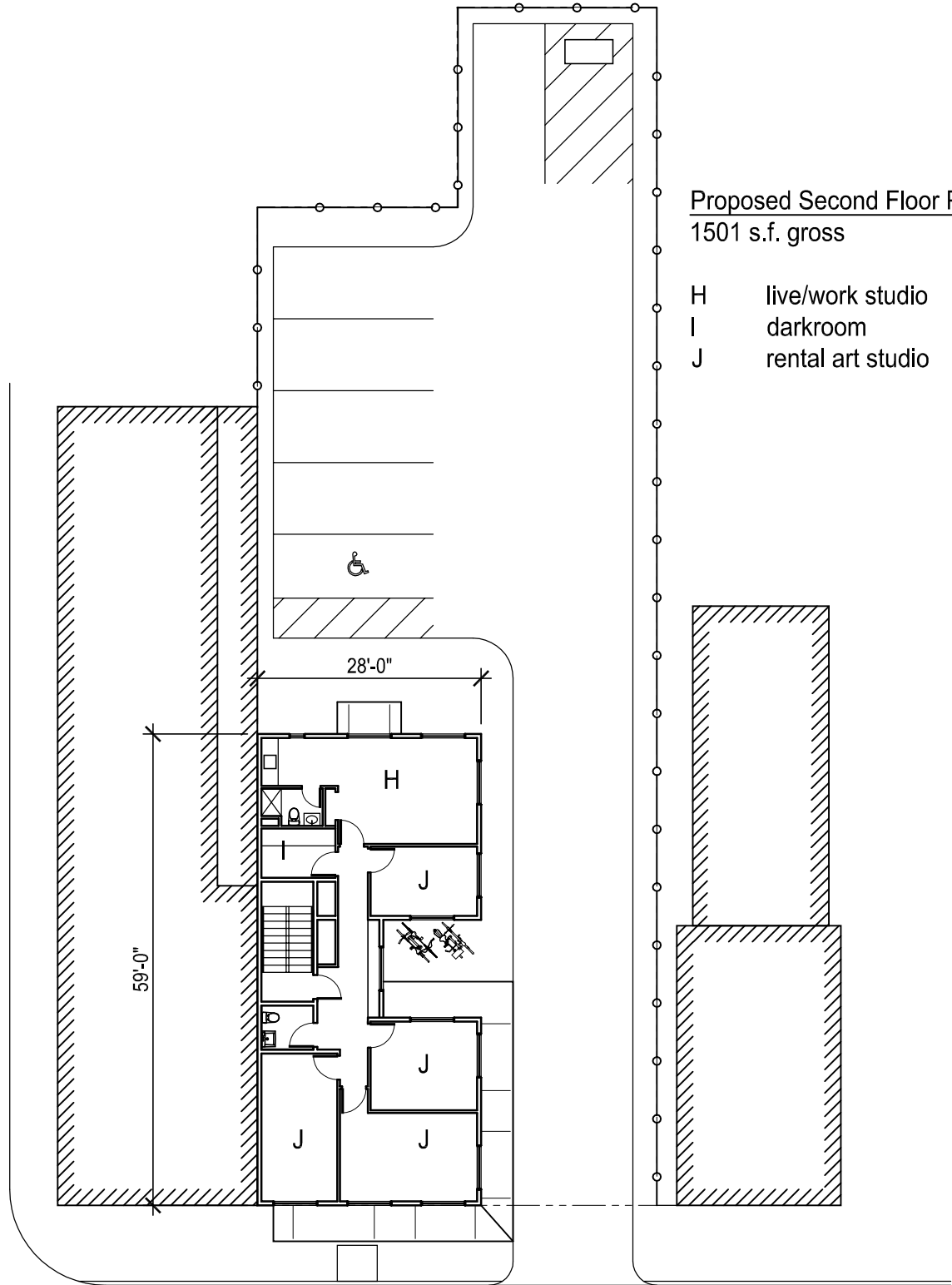
Attachment: 1317-1319 Springwood (2019-69 : 1317-1319 Springwood Avenue Block 1101, Lot 41) Short term tax abatement discussion)

Dewitt Avenue



Attachment: 1317-1319 Springwood (2019-69 : 1317-1319 Springwood Avenue Block 1101, Lot 41) Short term tax abatement discussion)

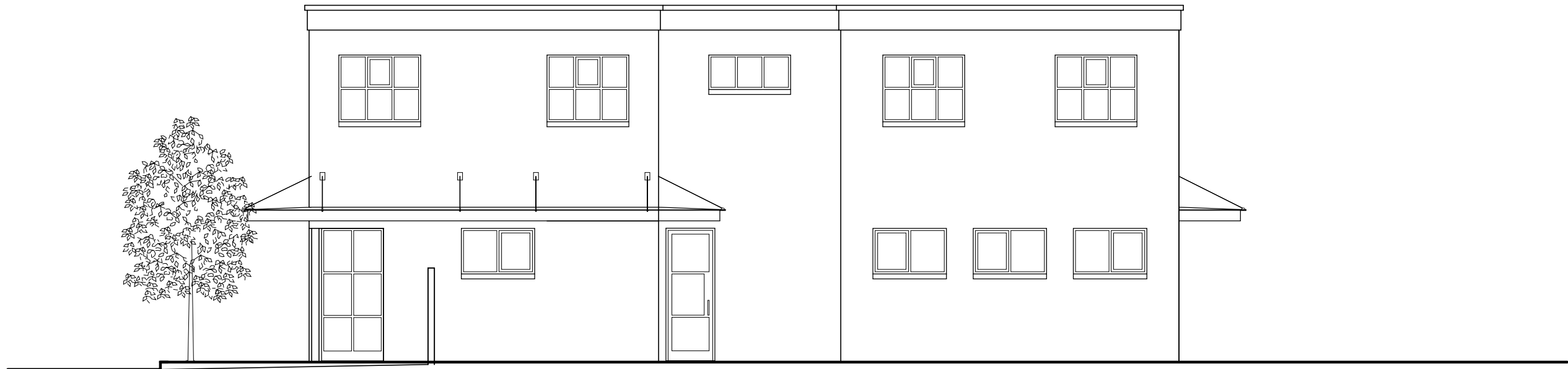
Dewitt Avenue



Proposed Second Floor Plan
1501 s.f. gross

H live/work studio
I darkroom
J rental art studio

Springwood Avenue



2 East Elevation



1 South Elevation



Attachment: 1317-1319 Springwood (2019-69 : 1317-1319 Springwood Avenue Block 1101, Lot 41) Short term tax abatement discussion)





Agenda
Meeting of the Municipal Council
Wednesday, July 24, 2019
REGULAR MEETING 7:00 PM

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

2019-262 Resolution Authorizing a meeting which excludes the public

A. Contract Negotiations

1. Amendments to Waterfront Redevelopment Agreement (WRA) and Infrastructure Component Agreement-iStar Financial.
2. Agreement with MTV

B. Litigation

1. Mark Williams 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 2, 2019, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

E. Public Participation

F. Minutes

- Minutes of July 10, 2019 4:00 PM
- Municipal Council - Work Session - Jul 10, 2019 6:00 PM

- Municipal Council - Regular Meeting - Jul 10, 2019 7:00 PM

G. Consent Agenda Resolutions

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

2019-263 Resolution Approving Special Event Applications

2019-264 Resolution Authorizing the Tax Collector To Extend the Third Quarter 2019 Grace Period.

2019-265 Authorizing the Extension for 3rd Party Municipal Debt Collections through July 16, 2021

H. Individual Resolutions

2019-266 Resolution Approving Payment of Bills

2019-267 Resolution Authorizing the Purchase of an SUV for the Construction Department

2019-268 Authorizing a Professional Services Contract to KMA for Affordable Housing Planning

2019-269 Authoring a professional services contract to Lerch, Vinci and Higgins for PILOT billing

2019-270 Awarding a contract for Sunset Lake Pond Management

2019-271 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2019 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - Waterfront Redevelopment Contribution - Police

2019-272 Referring the Sunset Lake Park Master Plan to the Planning Board

2019-273 Resolution Authorizing the Purchase of Electricity and Natural Gas

2019-258 Resolution of the Mayor and City Council of The City of Asbury Park to enter into A Subsequent Developer Agreement with Regional Development Group, LLC for the development of property located at Block 3901, Lot 11 (215 First Avenue)

I. Ordinances

1. Introduction

2019-32 An Ordinance Amending Chapter Two Section Forty-Nine Parking Utility

2019-33 Ordinance of the City of Asbury Park Amending Chapter VII of the Code of the City of Asbury Park Regarding Traffic Regulations

2. Second Reading/Public Hearing

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

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

J. Adjournment

**RESOLUTION NO. 2019-262****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 24, 2019 at 7:00 PM in the Council Chambers located at 1 Municipal Plaza, Asbury Park, New Jersey, that will be limited only to consideration of an items or items with respect to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

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

A. Contract Negotiations:

1. Amendments to Waterfront Redevelopment Agreement (WRA) and Infrastructure Component Agreement-iStar Financial.
2. Agreement with MTV.

B. Litigation:

1. Mark Williams 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.

MELODY HARTSGROVE
DEPUTY CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, July 10, 2019
WORK SESSION

Announcement by the City Clerk

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

called the meeting to order at 6:30 PM.

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

City Manager Michael Capabianco had no prior issues to be raised

Special Event Applications

Leesha Flyod informed the City Council that the one application that was to be reviewed has been withdrawn by the applicant.

Items to be presented by:

None at this time.

Review of Agenda Items for July 10, 2019 Regular Meeting

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

Matters from City Council

Council Member Chapman stated that on July 30 at 10: 00 am Coffee with a Council person will be held at Bosskerdoe and invited all to attend, Music Mondays in Springwood Park the Mighty Kings of Soul will be the next performance. The Sunset Lake Park cleanup will be on July 13. The Nutcracker in July will be at the Carousel Building on Sunday July 14 and this event is free.

Council member Clayton stated that free expungement services will be on July 13 at 11:00 am at the St. Stephen AMEZ Church, Family Day at the beach will be held on Saturday July 13 from 12-5 on the 8th Ave Beach and its free of charge.

Minutes Acceptance: Minutes of Jul 10, 2019 6:00 PM (Minutes)

Council member Kendle stated that movies in the park was a great success and the next movie will be spider man and he reminded all to bring a lawn chair.

Deputy Mayor Quinn thanked all the First Responders Police, Fire, EMS who arrived at the shooting on the Boardwalk, she also thank the employees of the Crepe Shop who administered first aid to the victims and also thanked the Manalapan Police Officer who made the arrest. Siren arts will be conducting a performance every Thursday evening at the Second Ave beach free of charge.

Mayor Moor stated that the back to school drive has begun and you can drop off your donations at City Hall and thank you to the Surfrider for a great event.

Matters from City Manager

None at this time.

Matters from City Attorney

None at this time.

Regular Meeting begins at 7 p.m.

Respectfully submitted by:

Melody Hartsgrove, Deputy City Clerk



Minutes
Meeting of the Municipal Council
Wednesday, July 10, 2019
REGULAR MEETING

Executive Session - 4:00 p.m.

2019-242 Resolution Authorizing a meeting which excludes the public

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

Attendee Name	Title	Status	Arrived
Eileen Chapman	Councilmember	Present	
Yvonne Clayton	Councilmember	Present	
Jesse Kendle	Councilmember	Late	7:03 PM
Amy Quinn	Deputy Mayor	Present	
John Moor	Mayor	Present	
Cindy Dye	City Clerk	Absent	
Michael Capabianco	City Manager	Present	
Frederick Raffetto	City Attorney	Present	
Melody Hartsgrrove	Deputy City Clerk	Present	

called the meeting to order at 7:00 PM.

PUBLIC PARTICIPATION

MINUTES

1. Municipal Council - Work Session - Jun 26, 2019 6:00 PM **Accepted**
2. Municipal Council - Regular Meeting - Jun 26, 2019 7:00 PM **Accepted**

CONSENT AGENDA RESOLUTIONS

2019-243 was withdrawn by the applicant.

Minutes Acceptance: Minutes of Jul 10, 2019 7:00 PM (Minutes)

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

2019-243 Resolution Approving Special Event Applications

2019-243 was withdrawn.

2019-244 Resolution Authorizing Purchase of Ammunition for the Police Department

2019-245 Resolution to Refund Overpaid Taxes Due to a Tax Court Judgment Block 3202 Lot 11
700 Grand Avenue

2019-246 Resolution Authorizing the Disposition of Surplus Property - Electronics

2019-247 Awarding Bid for the Opticom (or Equivalent) GPS Preemption & Activated Traffic System

2019-248 Authorizing the City of Asbury Park to Enter Into a Memorandum of Understanding ("MOU") with AT&T

2019-249 Authorizing the City of Asbury Park to Enter Into a Memorandum of Understanding ("MOU") with Verizon

INDIVIDUAL RESOLUTIONS

2019-250 Resolution Approving Payment of Bills

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

2019-251 Authorizing the Execution of a "Use and License Agreement" With SHN Festivals, LLC, and Related Documents, Concerning a Live Cultural Music and Art Festival to be Held in a designated Portion of the Asbury Park Waterfront Area

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

2019-252 Authorizing a Professional Services Contract to T&M Associates to Prepare Documents for the proposed North End Boardwalk improvements

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

2019-253 Resolution Authorizing Change Order Number 1 to Monmouth County for Road Repaving.

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

2019-254 Resolution Approving Appointments to the City of Asbury Park Green Team
Yvonne Adams was the appointee to the Green Team.

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

2019-255 Appointing Members to The Zoning Board of Adjustment of the City of Asbury Park
Surinder Aggarwal was the appointee to the Zoning Board .

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

2019-256 A Resolution Of The Mayor And Council Of The City of Asbury Park, Acting As The Redevelopment Entity, Granting Conceptual Approval To Regional Development Group, LLC Regarding residential development on Block 3901, Lot 11; 215 First Avenue, And Referring The Matter To The Planning Board For Appropriate Approvals

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

2019-257 Resolution of the Mayor and City Council of the City of Asbury Park Referring Proposed Amendment to the Scattered Site Redevelopment Program 1A Redevelopment Plan to The City of Asbury Park Planning Board, and Directing the Planning Board to Take Certain Actions Pursuant to N.J.S.A. 40A:12A-7(e).

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

2019-258 Resolution of the Mayor and City Council of The City of Asbury Park to enter into A Subsequent Developer Agreement with Regional Development Group, LLC for the development of property located at Block 3901, Lot 11 (215 First Avenue)

Motion to table was made by Deputy Mayor Quinn and seconded by Council Member Chapman.

RESULT:	TABLED [UNANIMOUS]
	Next: 7/24/2019 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2019-259 Resolution Authorizing The City of Asbury Park To Grant An Assignable License To Permit An Encroachment Over A Certain Portion Of The Right-Of-Way Area (Air Space) Adjacent To The Property Located At 306 (A/K/A 308) Main Street (Block 2508, Lot 9), and To Execute a License Agreement Associated Therewith.

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

2019-260 Resolution Approving 2019-2020 Alcoholic Beverage Control License For Asbury Music Company a/k/a The Saint in the City of Asbury Park, County of Monmouth, New Jersey

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

2019-261 Resolution Approving a Liquor License #1303-32-038-006 for Ohana Kitschen Company For The 2019-2020 License Term

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

ORDINANCES

Introduction

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

Motion made by Council Person Chapman and seconded by Council Member Clayton.

RESULT:	DEFEATED [0 TO 5]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
NAYS:	Chapman, Clayton, Kendle, Quinn, Moor

2019-30 Ordinance of the City of Asbury Park Amending Chapter VII of the Code of the City of Asbury Park Regarding Traffic Regulations

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 8/14/2019 7:00 PM
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2019-31 Ordinance of the City of Asbury Park Amending Traffic and Parking Regulations (Chapter VII) Designating Parking for Electric or Plug-In Hybrid Vehicles

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 8/14/2019 7:00 PM
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

Second Reading/Public Hearing

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

Motion made by Deputy Mayor Quinn and seconded by Council Member Kendle to open Ordinance 2019-24 to the public. All in favor. No one from the public spoke.

Motion by Council Member Kendle and seconded by Council Member Chapman to close Ordinance 2019-24 to the public. All in favor.

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

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

Motion made by Council Member Kendle and seconded by Deputy Mayor Quinn to Table Ordinance 2019-25

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

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

Motion made by Deputy Mayor Quinn and seconded by Council Member Kendle to open Ordinance 2019-27 to the public. All in favor. Rita Marano spoke.

Motion by Council Member Kendle and seconded by Council Member Chapman to close Ordinance 2019-27 to the public. All in favor

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

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

RESULT:	TABLED [UNANIMOUS]
	Next: 8/14/2019 7:00 PM
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

ADJOURNMENT

The meeting was adjourned at 8:10 PM

Respectfully submitted by:

Melody Hartsgrrove, Deputy City Clerk

Minutes Acceptance: Minutes of Jul 10, 2019 7:00 PM (Minutes)



RESOLUTION NO. 2019-263

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

RESOLUTION APPROVING SPECIAL EVENT APPLICATIONS

WHEREAS, at work session meeting of the Mayor and Council held on July 24, 2019 the following Special Events Applications were presented for approval by the Director of Recreation:

1. 5th annual Bond Street Block Party
2. APFI Movies on the Beach
3. Wedding: August 24th 6th Avenue beach

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

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

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-263 which was finally adopted by the City Council at a meeting held on the 24th day of July, 2019

CERTIFIED BY ME THIS DAY OF , .

MELODY HARTSGROVE
DEPUTY CITY CLERK



SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

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

NAME OF EVENT: 5th Annual Bond Street Block Party

DATE(S): 09/14/19 Rain Date: 09/21/19
HOURS OF EVENT: From 2 pm To: 10:30 pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

200 Block of Bond Street

Name of Applicant/Organization: Bond Street Bar + Grill LLC

Address: 208 Bond St Asbury Park

Contact: Charles Interrante Phone: (908) 644-6021

Fax: _____ Email: charlie@thecomplexap.com

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

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: We will be hosting a customer appreciation event with outside concessions and live music

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

OVER

Attachment: cm 724 (2019-263 : Special Event Applications)

City of Asbury Park Special Events Application

Page Two

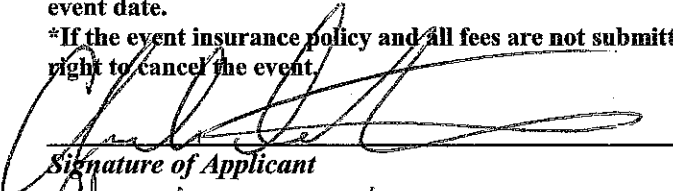
WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMITYes ☒ No ☐ If yes, please explain We will apply for extended licensed Premises permitNUMBER OF PEOPLE ANTICIPATED TO ATTEND: 500ADMISSION CHARGE? YES ☐ NO ☒ IF YES, HOW MUCH _____VENDOR CHARGE? YES ☐ NO ☒ IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES ☒ NO ☐ Please Give Details:200 Block of Bond Street - Between Mattison and CookmanPROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: We will provide our own Security Approx (15). We will hire 2 APPD officers for street closure. We have our own dumpsters + recycling on premise currently. We will also rent 4 portable toilets.DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: 2 Street Barricades
2 APPD officersNOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

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

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

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

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


Signature of ApplicantCharles Interrante
Print Name of Applicant08/03/19
Date

For Special Events Office Use only:

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



SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

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

NAME OF EVENT: APFI Movies on The Beach

DATE(S): 8/7, 14, 21, 28 Rain Date: N/A
HOURS OF EVENT: From 8:00 pm To: 10 pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

ON Beach in front of Langosta Lounge, 1000 Ocean Avenue

Name of Applicant/Organization: VJ CARBONE / Asbury Park Film Initiative

Address: 1000 Ocean Avenue

Contact: VJ CARBONE

Phone: 917 604 7329

Fax: _____

Email: VJCARBONE@gmail.com

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

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: on file
Blow-up screen on beach

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

OVER

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMITYes _____ No X If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 200 ApproxADMISSION CHARGE? YES _____ NO X IF YES, HOW MUCH _____VENDOR CHARGE? YES _____ NO X IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES _____ NO X Please Give Details: _____

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

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

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

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

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

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

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

[Signature]
Signature of Applicant

7.9.19
Date

V. CARBON
Print Name of Applicant

For Special Events Office Use only:

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

City of Asbury Park Wedding Application

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

Wedding Application Fee: \$100.00 (nonrefundable)

Park/Beach Fee: \$250.00 (nonrefundable)

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

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

Wedding Date: August 24, 2019 Ceremony start time: 6:00 pm

Setup time: 4:00 pm (Breakdown time must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: 6th Avenue

Names of Couple getting married: Nature El Bey & Nika El Bey

Address: 503 Hwy 35 South City, State, Zip Code Neptune, New Jersey

Day Phone: 732-685-2970 Evening Phone: 732-312-2040

E-mail Address: holisticmarketings@gmail.com

Other Pertinent Information

Number in wedding party: 6

Number of people attending wedding ceremony 80

Will any of the following equipment be used:

PA System: yes no

Chairs: ✓ yes no If yes, how many

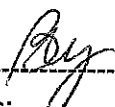
Archway: ✓ yes no

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

Other _____

Asbury Park requires minimum liability insurance. The amount of coverage depends upon the size of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park, its agents and employees must be named on the insurance policy as "the additional insured". **(If you are a homeowner, some insurance companies allow a one day rider to be added on to your home insurance policy, please check with your individual insurance company. Or a one day insurance policy can be purchased from any insurance company.)**

As per City ordinance, alcohol is prohibited on City beaches. Completed applications and payment must be received by the Special Events office at least 45 days prior to wedding date. Insurance policy must be provided to the office 10 days prior to the date of the wedding . I understand and agree by applying for this permit that I am responsible for the conduct of attendees, and that any violation of the rules can result in the cancellation of this event. I also understand that I am responsible for the cleanup of the area in which my event is held. If it becomes necessary for City employees to care for the area, then I am liable for all costs incurred. Lastly I understand that the wedding and park/beach rental fee are non refundable.



 Signature of Applicant

7/10/2019

 Date

For Special Events Department Use:

Wedding fee paid:\$ _____

Date of payment _____

Insurance _____

Attachment: cm 724 (2019-263 : Special Event Applications)

**RESOLUTION NO. 2019-264**

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

**RESOLUTION AUTHORIZING THE TAX COLLECTOR TO EXTEND THE THIRD
QUARTER 2019 GRACE PERIOD.**

WHEREAS, the certified tax rate was not received in time to meet the statutory mailing and due dates, the third quarter 2019 which is usually due August 1st, will be extended twenty-five days from the date of mailing to meet the statutory requirements as per N.J.S.A. 54:4-66.3d; and

WHEREAS, the governing body hereby establishes an extension of the grace period for taxes due third quarter 2019; and

WHEREAS, upon passage of this resolution the grace period for the third quarter taxes will be extended to twenty-five days from the date of the mailing after which time interest will accrue from August 1, 2019; and

NOW THEREFORE BE IT RESOLVED, the Mayor and City Council of the City of Asbury Park authorize the Tax Collector to extend the third quarter grace period and charge interest in accordance with normal delinquencies for payments received after the due date.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-264 which was finally adopted by the City Council at a meeting held on the 24th day of July, 2019

CERTIFIED BY ME THIS 25th DAY OF July, 2019.

MELODY HARTSGROVE
DEPUTY CITY CLERK



RESOLUTION NO. 2019-265

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

AUTHORIZING THE EXTENSION FOR 3RD PARTY MUNICIPAL DEBT COLLECTIONS THROUGH JULY 16, 2021

WHEREAS, in 2018 the City of Asbury Park advertised for 3rd Party Municipal Court Debt Collections; and

WHEREAS, bids were received on June 1, 2018; and

WHEREAS, the Bid Specifications authorized a mutual option for a two (2) one-year extension on the same terms and conditions as specified in the proposal; and

WHEREAS, it is to the City's best interest to extend the contract for two (2) one-year through July 16, 2021 and this is the last permitted extension; and

WHEREAS, Gila LLC, d/b/a Municipal Services Bureau, has expressed an interest in extending the contract for a two (2) one-year period; and

WHEREAS, the City Clerk and City Manager and hereby authorized to sign any paperwork associated with a contract extension; and

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Asbury Park, in the County of Monmouth and the State of New Jersey, approves the extension for 3rd Party Municipal Court Debt Collections through July 16, 2021 with Municipal Services Bureau.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-265 which was finally adopted by the City Council at a meeting held on the 24th day of July, 2019

CERTIFIED BY ME THIS 24th DAY OF July, 2019.

MELODY HARTSGROVE
DEPUTY CITY CLERK



RESOLUTION NO. 2019-266

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

RESOLUTION APPROVING PAYMENT OF BILLS

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

BE IT RESOLVED, that these vouchers payable totaling \$835,349.56

BE IT FURTHER RESOLVED, that proper officers are hereby authorized to execute and issue warrants for payment of said vouchers, but only if and when the conditions of the City Treasury shall permit.

CURRENT VOUCHERS	\$	<u>835,349.56</u>
TOTAL VOUCHERS	\$	<u>835,349.56</u>

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-266 which was finally adopted by the City Council at a meeting held on the 24th day of July, 2019

CERTIFIED BY ME THIS 25th DAY OF July, 2019.

MELODY HARTSGROVE
DEPUTY CITY CLERK

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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

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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: 8-First to 9-Last Bid: Y State: Y Other: Y Exempt: Y
Rcvd Batch Id Range: First to Last Encumbrance Date Range: First to 12/31/19 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: MUNICIPAL CLERK
Extd: MUNICIPAL CLERK

8-01-20-120-000-217	MUNICIPAL CLERK Ads&Promotion					
ASBPAK	ASBURY PARK PRESS	19-02369	#0002604895 ORD #2017-45	1,559.24	0.00	
	Extd Total: MUNICIPAL CLERK			1,559.24		
	Department Total: MUNICIPAL CLERK			1,559.24		
	CAFR Total:			1,559.24		

Department: PLANNING BOARD
Extd: PLANNING BOARD

8-01-21-180-000-201	PLANNING BOARD General Plant					
ASBPAK	ASBURY PARK PRESS	19-02369	#0002604895 ORD #2017-45	62.50	0.00	
	Extd Total: PLANNING BOARD			62.50		
	Department Total: PLANNING BOARD			62.50		
	CAFR Total:			62.50		

Department: POLICE DEPARTMENT
Extd: POLICE DEPARTMENT

8-01-25-240-000-201	POLICE General Plant					
ASBPAK	ASBURY PARK PRESS	19-02369	#0002604895 ORD #2017-45	977.40	0.00	
	Extd Total: POLICE DEPARTMENT			977.40		
	Department Total: POLICE DEPARTMENT			977.40		
	CAFR Total:			977.40		
	Fund Total: CURRENT			2,599.14		
	Year Total:			2,599.14		

Fund: CURRENT
Department: ADMINISTRATION
Extd: ADMINISTRATION

9-01-20-100-000-201	ADMINISTRATION General Plant					
GEECHA	GEESE CHASERS, LLC	19-02104	3RD QTR 2019 CLEARNG AND	1,079.00	0.00	B
VERIZON	VERIZON WIRELESS	19-02328	#485430396-00001 5/26 - 6/25	178.15	0.00	
				1,257.15		

9-01-20-100-000-202	ADMINISTRATION Office Supplies					
WBMASON	W.B.MASON CO., INC.	19-02270	OFFICE SUPPLIES - PAPER	123.98	0.00	

Attachment: Bill List 7-24-19 (2019-266 : Payment of Bills)

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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
9-01-20-100-000-209	ADMINISTRATION Fees					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	19-02329	#16024:PMT. 45 OF 60	415.22	0.00	
	Extd Total: ADMINISTRATION			1,796.35		
	Department Total: ADMINISTRATION			1,796.35		
Department: HUMAN RESOURCES						
Extd: HUMAN RESOURCES						
9-01-20-105-000-299	HUMAN RESOURCES Misc.					
LAWOFFS	LAW OFFICE OF STEVEN S.	19-02285	Service for June 2019	6,000.00	0.00	
	Extd Total: HUMAN RESOURCES			6,000.00		
	Department Total: HUMAN RESOURCES			6,000.00		
Department: MUNICIPAL CLERK						
Extd: MUNICIPAL CLERK						
9-01-20-120-000-202	MUNICIPAL CLERK Office Supplies					
WBMASON	W.B.MASON CO., INC.	19-02270	OFFICE SUPPLIES - PAPER	61.99	0.00	
	Extd Total: MUNICIPAL CLERK			61.99		
	Department Total: MUNICIPAL CLERK			61.99		
Department: FINANCIAL ADMINISTRATION						
Extd: FINANCIAL ADMINISTRATION						
9-01-20-130-000-201	FINANCE General Plant					
ASBPAK	ASBURY PARK PRESS	19-02294	ADDENDUM #2 RFQ DESIGN OF THE	52.28	0.00	
MARKAY	MARY KAY CALLAHAN	19-02325	Replenishment of Petty Cashbox	223.87	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	19-02329	#16024:PMT. 45 OF 60	389.62	0.00	
WATSPR	WATCHUNG SPRING WATER CO., INC.	19-02337	ACCOUNT #014764 JUNE	59.54	0.00	
				<u>725.31</u>		
9-01-20-130-000-202	FINANCE Office Supplies					
WBMASON	W.B.MASON CO., INC.	19-02268	#HEWCF281A TONER CARTRIDGE	439.29	0.00	
WBMASON	W.B.MASON CO., INC.	19-02270	OFFICE SUPPLIES - PAPER	185.97	0.00	
CRAPRI	CRAFTMASTER PRINTING, INC.	19-02295	ESTIMATE #10847 ENVELOPES	626.90	0.00	
				<u>1,252.16</u>		
	Extd Total: FINANCIAL ADMINISTRATION			1,977.47		
	Department Total: FINANCIAL ADMINISTRATION			1,977.47		
Department: AUDIT SERVICES						
Extd: AUDIT SERVICES						
9-01-20-135-000-218	AUDIT SERVICES Contract Services					
WISCOM	WISS & COMPANY, LLP	19-02218	INVOICE #188238 2018 AUDIT	49,000.00	0.00	
	Extd Total: AUDIT SERVICES			49,000.00		
	Department Total: AUDIT SERVICES			49,000.00		

Attachment: Bill List 7-24-19 (2019-266 : Payment of Bills)

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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: TAX REVENUE ADMINISTRATION						
Extd: TAX REVENUE ADMINISTRATION						
9-01-20-145-000-202	TAX REV ADMIN Office Supplies					
WBMASON	W.B.MASON CO., INC.	19-02270	OFFICE SUPPLIES - PAPER	61.99	0.00	
9-01-20-145-000-209	TAX REV ADMIN Fees					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	19-02329	#16024:PMT. 45 OF 60	236.52	0.00	
9-01-20-145-000-248	TAX REV ADMIN Postage					
UNIPAR	UNITED PARCEL SERVICE, INC.	19-02324	Postage	16.45	0.00	
Extd Total: TAX REVENUE ADMINISTRATION				314.96		
Department Total: TAX REVENUE ADMINISTRATION				314.96		
Department: TAX ASSESSOR						
Extd: TAX ASSESSOR						
9-01-20-150-000-209	TAX ASSESSOR Fees					
HARHAU	HARRY HAUSHALTER	19-02290	Haushalter Legal Defense-2019	1,815.00	0.00	
Extd Total: TAX ASSESSOR				1,815.00		
Department Total: TAX ASSESSOR				1,815.00		
Department: DIRECTOR OF COMMUNICATIONS						
Extd: DIRECTOR OF COMMUNICATIONS						
9-01-20-151-000-299	DIRECTOR OF COMMUNICATIONS - Misc Exp					
ANTHO005	ANTHONY STEVERSON	19-02172	Payment 2 of 4 to Photographer	500.00	0.00	
VERIZON	VERIZON WIRELESS	19-02328	#485430396-00001 5/26 - 6/25	42.14	0.00	
				542.14		
Extd Total: DIRECTOR OF COMMUNICATIONS				542.14		
Department Total: DIRECTOR OF COMMUNICATIONS				542.14		
Department: LEGAL SERVICES						
Extd: LEGAL SERVICES						
9-01-20-155-000-209	LEGAL SERVICES Fees					
MARFAL	MARAZITI FALCON, LLP	19-02336	LEGAL SERVICES THRU JUNE 2019	525.00	0.00	
MCMSCO	MCMANIMON, SCOTLAND&BAUMANN, LLC	19-02400	#162937: AP WATERFRONT REDEV.	350.00	0.00	
				875.00		
Extd Total: LEGAL SERVICES				875.00		
Department Total: LEGAL SERVICES				875.00		

Attachment: Bill List 7-24-19 (2019-266 : Payment of Bills)

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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: ENGINEERING SERVICES Extd: ENGINEERING SERVICES						
9-01-20-165-000-209	ENGINEERING SERVICES Fees					
TMASSO	T & M ASSOCIATES	19-02438	LAF369264 General Eng. Svcs	16,281.19	0.00	
	Extd Total: ENGINEERING SERVICES			16,281.19		
	Department Total: ENGINEERING SERVICES			16,281.19		
	CAFR Total:			78,664.10		
Department: Planning Department Extd: Planning Department						
9-01-21-179-000-201	Planning Dept. General Plant					
VERIZON	VERIZON WIRELESS	19-02328	#485430396-00001 5/26 - 6/25	84.08	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	19-02329	#16024:PMT. 45 OF 60	200.97	0.00	
				285.05		
	Extd Total: Planning Department			285.05		
	Department Total: Planning Department			285.05		
Department: ZONING BOARD OF ADJUSTMENT Extd: ZONING BOARD OF ADJUSTMENT						
9-01-21-185-000-209	ZONING BOARD Fees					
JACSER	JACK A. SERPICO	19-02246	Serpico ZBA invoice May 2019	2,000.00	0.00	
	Extd Total: ZONING BOARD OF ADJUSTMENT			2,000.00		
	Department Total: ZONING BOARD OF ADJUSTMENT			2,000.00		
	CAFR Total:			2,285.05		
Department: CODE ENFORCEMENT AND ADMIN. Extd: CODE ENFORCEMENT AND ADMIN.						
9-01-22-195-000-299	CODE ENFORCE Misc.					
WBMASON	W.B.MASON CO., INC.	19-02270	OFFICE SUPPLIES - PAPER	123.98	0.00	
VERIZON	VERIZON WIRELESS	19-02328	#485430396-00001 5/26 - 6/25	362.34	0.00	
WATSPR	WATCHUNG SPRING WATER CO., INC.	19-02352	Water and Cooler	89.39	0.00	
JUNLAS	JUNGLE LASERS, LLC	19-02353	CE applications 6/1-6/31/19	475.00	0.00	
				1,050.71		
	Extd Total: CODE ENFORCEMENT AND ADMIN.			1,050.71		
	Department Total: CODE ENFORCEMENT AND ADMIN.			1,050.71		
Department: CONSTRUCTION CODE OFFICIAL Extd: CONSTRUCTION CODE OFFICIAL						
9-01-22-200-000-299	CONSTRUCTION CODE Misc. (In Cap)					
VERIZON	VERIZON WIRELESS	19-02328	#485430396-00001 5/26 - 6/25	250.28	0.00	

Attachment: Bill List 7-24-19 (2019-266 : Payment of Bills)

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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
9-01-22-200-000-299	CONSTRUCTION CODE Misc. (In Cap)		Continued			
MUNCAP	MUNICIPAL CAPITAL CORPORATION	19-02329	#16024:PMT. 45 OF 60	582.97	0.00	
				833.25		
	Extd Total: CONSTRUCTION CODE OFFICIAL			833.25		
	Department Total: CONSTRUCTION CODE OFFICIAL			833.25		
	CAFR Total:			1,883.96		
Department:	LIABILITY INSURANCE					
Extd:	LIABILITY INSURANCE					
9-01-23-210-000-209	LIABILITY INSURANCE Fees					
NJINT	NJ INTERGOVERNMENTAL INS. FUND	19-02444	Liability Insurance Premium	319,274.50	0.00	
	Extd Total: LIABILITY INSURANCE			319,274.50		
	Department Total: LIABILITY INSURANCE			319,274.50		
Department:	WORKER'S COMPENSATION					
Extd:	WORKER'S COMPENSATION					
9-01-23-215-000-209	WORKER'S COMPENSATION Fees					
NJINT	NJ INTERGOVERNMENTAL INS. FUND	19-02444	Liability Insurance Premium	172,195.00	0.00	
	Extd Total: WORKER'S COMPENSATION			172,195.00		
	Department Total: WORKER'S COMPENSATION			172,195.00		
	CAFR Total:			491,469.50		
Department:	POLICE DEPARTMENT					
Extd:	POLICE DEPARTMENT					
9-01-25-240-000-201	POLICE General Plant					
STATOX	STATE TOXICOLOGY LABORATORY	19-02320	(10) Applicant Analysis	450.00	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	19-02329	#16024:PMT. 45 OF 60	202.52	0.00	
MERHEA	MERIDIAN OCCUPATIONAL HEALTH	19-02342	#428405 Physical Exam Chris	580.00	0.00	
				1,232.52		
9-01-25-240-000-202	POLICE Office Supplies					
TRIFOR	TRI-TECH FORENSICS, INC.	19-02091	#30818 Supplies for Evidence	621.09	0.00	
STAPLE	STAPLES BUSINESS ADVANTAGE	19-02153	(2) Seagate Expansion External	99.90	0.00	
WBMASON	W.B.MASON CO., INC.	19-02173	S092399309 Office Supplies	399.17	0.00	
				1,120.16		
9-01-25-240-000-203	POLICE Motor Vehicle					
SEAFOR	SEA BREEZE FORD INC.	19-02045	Q000245747 Repairs to Car 4	545.38	0.00	
9-01-25-240-000-216	POLICE Supplies-Compu.					
DELCOM	DELL MARKETING L.P.	19-02124	Tower-3630 & Adapter Display	1,766.27	0.00	
9-01-25-240-000-218	POLICE Contract.Serv.					
XERCOR	XEROX CORPORATION	19-02321	#097251674 Meter Usage 4/21-	161.80	0.00	
VERIZON	VERIZON WIRELESS	19-02328	#485430396-00001 5/26 - 6/25	256.15	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	19-02329	#16024:PMT. 45 OF 60	436.73	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	19-02343	#3466010719 Contract #18726	515.72	0.00	

Attachment: Bill List 7-24-19 (2019-266 : Payment of Bills)

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CITY OF ASBURY PARK
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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
9-01-25-240-000-218 OPTIMUM OPTIMUM	POLICE Contract.Serv.		Continued			
		19-02348	#07866-182313-01-5 Current	176.58	0.00	
				<u>1,546.98</u>		
9-01-25-240-000-222	POLICE Training					
MONCON	MONMOUTH COUNTY POLICE ACADEMY	19-00334	Surviving Your Law Enforcement	75.00	0.00	
MONCON	MONMOUTH COUNTY POLICE ACADEMY	19-00341	Introduction to Fingerprinting	75.00	0.00	
MONCON	MONMOUTH COUNTY POLICE ACADEMY	19-00378	Special Victims Investigation	50.00	0.00	
MONCON	MONMOUTH COUNTY POLICE ACADEMY	19-00395	Report Writing 06/28 Officer	25.00	0.00	
MONCON	MONMOUTH COUNTY POLICE ACADEMY	19-00396	Introduction to Fingerprinting	25.00	0.00	
MONCON	MONMOUTH COUNTY POLICE ACADEMY	19-00399	Patrol Rifle Instructor Course	800.00	0.00	
MONCON	MONMOUTH COUNTY POLICE ACADEMY	19-00406	Surviving Your Law Enforcement	25.00	0.00	
MONCON	MONMOUTH COUNTY POLICE ACADEMY	19-00520	Surviving Your Law Enforcement	25.00	0.00	
MONCON	MONMOUTH COUNTY POLICE ACADEMY	19-00522	Special Victims Investigation	25.00	0.00	
MONCON	MONMOUTH COUNTY POLICE ACADEMY	19-00524	Surviving Your Law Enforcement	25.00	0.00	
MONCON	MONMOUTH COUNTY POLICE ACADEMY	19-00525	Introduction to Fingerprinting	25.00	0.00	
MERCE005	MERCER COUNTY	19-01585	Firearm Instructor Course 8/12	50.00	0.00	
				<u>1,225.00</u>		
9-01-25-240-000-226	POLICE Bd.ofPrisoners					
MCDONA	KJK RESTAURANTS, LLC	19-02014	June Blanket Meals For	30.02	0.00	
	Extd Total: POLICE DEPARTMENT			7,466.33		
	Department Total: POLICE DEPARTMENT			7,466.33		
Department: FIRE DEPARTMENT						
Extd: FIRE DEPARTMENT						
9-01-25-265-000-201	FIRE DEPT. General Plant					
SEAFIR	SEABOARD FIRE & SAFETY EQUIP.	19-01040	Extingisher inspections/certif	295.00	0.00	
HUTMEC	HUTCHINSON PLUMBING HEATING	19-02308	Inv 1349010 Service	260.40	0.00	
SEAWEL	SEABOARD WELDING SUPPLY, INC.	19-02334	Inv 2101933, 2100674 Hydro tes	326.50	0.00	
AIRGAS	AIR GAS TECHNOLOGIES, INC.	19-02430	Inv 804074 Bauer Compr svc	987.28	0.00	
WESPES	WESTERN PEST SERVICES	19-02431	Inv 50835588 July pest control	99.00	0.00	
HERCRY	HERITAGE-CRYSTAL CLEAN,LLC	19-02432	Inv 15770529 Drum Mount	430.27	0.00	
				<u>2,398.45</u>		
9-01-25-265-000-202	FIRE DEPT. Office Supplies					
WBMASON	W.B.MASON CO., INC.	19-02270	OFFICE SUPPLIES - PAPER	61.99	0.00	
9-01-25-265-000-203	FIRE DEPT. Motor Vehicle					
EASAUT	EASTERN AUTOPARTS WAREHOUSE	19-02066	Blanket not to exceed	85.51	0.00	B
9-01-25-265-000-206	FIRE DEPT. Purchase of Equipment					
SAFET	SKYLANDS AREA FIRE EQUIPMENT	19-01240	Quote #: 5900	246.00	0.00	
9-01-25-265-000-218	FIRE DEPT. Contract.Serv.					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	19-02329	#16024:PMT. 45 OF 60	75.44	0.00	
9-01-25-265-000-229	FIRE DEPT. Medical Sup.					
VERALP	V.E. RALPH & SON, INC.	19-01685	Quote #80727 EMS Supplies	1,052.46	0.00	
TEALIF	TEAM LIFE, INC.	19-02182	Quote 7096 Defib electrodes	472.00	0.00	

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9-01-25-265-000-229	FIRE DEPT. Medical Sup.		Continued			
JERSE005 JERSEY SHORE UNIV MED CENTER	19-02210 Inv #263 EMT Class Registrat			3,560.00	0.00	
				5,084.46		
	Extd Total: FIRE DEPARTMENT			7,951.85		
Extd:	FIRE HYDRANT					
9-01-25-265-266-299	FIRE HYDRANT Misc.					
NJAMER N.J. AMERICAN WATER CO.	19-02339 #1018-210026567043 5/23 - 6/24			16,514.00	0.00	
	Extd Total: FIRE HYDRANT			16,514.00		
	Department Total: FIRE DEPARTMENT			24,465.85		
	CAFR Total:			31,932.18		
Department:	STREETS & ROADS MAINTENANCE					
Extd:	STREETS & ROADS MAINTENANCE					
9-01-26-290-000-201	STREETS & ROAD General Plant					
THEHAR THE HARDWARE STORE	19-00128 Various Tools, Parts, etc			31.75	0.00	B
ATLLOK ATLANTIC LOCK & SAFE	19-00132 Various Tools, Parts & Service			131.69	0.00	B
SHEWIL SHERWIN WILLIAMS	19-01718 SemiGloss Ultradeep Base Paint			284.85	0.00	
TRUIS TRIUS, INC.	19-01728 Quote #05161Rt 96x26-BM Tarp			530.55	0.00	
JOHGUI JOHN GUIRE SUPPLY	19-01848 Mowing Head and Comm Tap Head			136.28	0.00	
GRAING GRAINGER, INC.	19-01852 Impact Wrench, 18v, 1/2" Sq Dr			513.49	0.00	
ONSIT005 ON-SITE LANDSCAPING MANAGEMENT	19-01962 Black Dyed Mulch, Delivered			398.75	0.00	
JOHGUI JOHN GUIRE SUPPLY	19-01986 Comm Tap Head & Mowing Head			256.89	0.00	
SUFFREDI SUFFOLK REDI-MIX	19-02143 Concrete 4000 PSI, etc			453.75	0.00	B
MUNCAP MUNICIPAL CAPITAL CORPORATION	19-02329 #16024:PMT. 45 OF 60			211.19	0.00	
HOMEDPO HOME DEPOT	19-02374 3'x100' NJDOT Grade Silt Fence			269.58	0.00	
STAVOLA STAVOLA ASPHALT COMPANY, INC.	19-02385 #144469 Hot Mixed Asphalt			122.02	0.00	
				3,340.79		
9-01-26-290-000-202	STREETS & ROAD Office Supplies					
STAPLE STAPLES BUSINESS ADVANTAGE	19-02151 Various Office Supplies			244.25	0.00	
9-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
GPCNA092 GPC-NAPA AUTO PARTS	19-01493 Automotive Supplies & Tools			26.89	0.00	B
MODGRO MODERN GROUP, LTD.	19-01494 Automotive Supplies & Tools			245.00	0.00	B
FOSCOM FOSTER & COMPANY, INC.	19-01856 Various Extra Heavy TY Wraps			83.08	0.00	
EASAUT EASTERN AUTOPARTS WAREHOUSE	19-02051 Various Automotive Supplies			1,725.57	0.00	B
GPCNA092 GPC-NAPA AUTO PARTS	19-02139 Automotive Supplies and Tools			54.49	0.00	B
AAAAAME A-AA-A AMERICAN MOBILE GLASS	19-02140 Back Window and Accessories			335.37	0.00	
FOSCOM FOSTER & COMPANY, INC.	19-02152 All-In-One, Turbo Scrub, etc			1,004.70	0.00	
LAWPRO LAWSON PRODUCTS, INC.	19-02201 Sign Shop Hardware, etc			211.12	0.00	
MANGEN MANASQUAN GENERATOR	19-02202 New Starter for Terex			135.00	0.00	
WETIMM W.E. TIMMERMAN COMPANY, INC.	19-02230 AY-Side Broom Link & Pin Link			477.37	0.00	
EASAUT EASTERN AUTOPARTS WAREHOUSE	19-02275 Various Automotive Supplies			458.35	0.00	B
SEAFOR SEA BREEZE FORD INC.	19-02279 Quote #265018 wire Assembly			181.18	0.00	
HERCRY HERITAGE-CRYSTAL CLEAN, LLC	19-02384 Drum Mount & Energy Surcharge			430.27	0.00	
SEAWEL SEABOARD WELDING SUPPLY, INC.	19-02388 Acetylene & Oxygen Cylinders			83.25	0.00	
				5,451.64		

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9-01-26-290-000-218	STREETS & ROAD		Contract.Serv.			
WATEAS	WATERLOGIC AMERICAS LLC	19-00080	Service Agreement 32133	40.27	0.00	B
ARMTRE	ARMSTRONG TREE SERVICE LLC	19-02072	Remove Tree, Grind Stump, etc	900.00	0.00	
PRESPE	PREVENTION SPECIALISTS, INC.	19-02307	DOT Random Drug Test & BAT	213.00	0.00	
VERIZON	VERIZON WIRELESS	19-02328	#485430396-00001 5/26 - 6/25	441.04	0.00	
OPTIMUM	OPTIMUM	19-02392	Account No. 07866-183188-01-1	31.24	0.00	
				<u>1,625.55</u>		
9-01-26-290-000-235	STREETS & ROAD		Shade Tree Commission			
GASFAM	GASKOS FAMILY FARM	19-02131	#015814 Yellow KO & Blue HYD	881.29	0.00	
			Extd Total: STREETS & ROADS MAINTENANCE	11,543.52		
			Department Total: STREETS & ROADS MAINTENANCE	11,543.52		
Department: SOLID WASTE COLLECTION						
Extd: SOLID WASTE COLLECTION						
9-01-26-305-000-209	SOLID WASTE		Fees			
ATLCOAS	ATLANTIC COAST FIBERS, LLC	19-02282	Single Stream Inbound Material	9,623.25	0.00	
DELDEM	DELISA DEMOLITION, INC.	19-02288	#164816 Trash Tipping Fees	35,228.96	0.00	
				<u>44,852.21</u>		
			Extd Total: SOLID WASTE COLLECTION	44,852.21		
			Department Total: SOLID WASTE COLLECTION	44,852.21		
Department: BUILDINGS & GROUNDS						
Extd: BUILDINGS & GROUNDS						
9-01-26-310-000-201	BUILDING & GND		General Plant			
STASUP	STANDARD SUPPLY CO. INC.	19-01971	4" Pop-Up Sprinkler Heads	169.50	0.00	
JAELUM	JAEGER LUMBER & SUPPLY CO. INC	19-02212	2x6x16 #2 BTR Doug Fir Lumber	182.34	0.00	
				<u>351.84</u>		
9-01-26-310-000-218	BUILDING & GND		Contract.Serv.			
SCHELE	SCHINDLER ELEVATOR CORP.	19-02314	#8105104740 Quarterly Billing	349.38	0.00	
TERPES	THE TERMINIX INTERNATIONAL CO	19-02315	#387019691 Pest Control 6/17	175.00	0.00	
TERPES	THE TERMINIX INTERNATIONAL CO	19-02386	#387447038 Pest Control 7/01	160.00	0.00	
				<u>684.38</u>		
			Extd Total: BUILDINGS & GROUNDS	1,036.22		
			Department Total: BUILDINGS & GROUNDS	1,036.22		
			CAFR Total:	57,431.95		
Department: SOCIAL SERVICES:						
Extd: SOCIAL SERVICES:						
9-01-27-345-000-201	SOCIAL SERVICES		General Plant			
VERIZON	VERIZON WIRELESS	19-02328	#485430396-00001 5/26 - 6/25	126.32	0.00	
			Extd Total: SOCIAL SERVICES:	126.32		
			Department Total: SOCIAL SERVICES:	126.32		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
9-01-27-350-000-201	SENIOR CENTER General Plant					
WBMASON	W.B.MASON CO., INC.	19-02205	Poland Spring Water 5 gal	108.43	0.00	
VERIZON	VERIZON WIRELESS	19-02328	#485430396-00001 5/26 - 6/25	84.08	0.00	
				192.51		
9-01-27-350-000-203	SENIOR CENTER Motor Vehicle					
NEPAUT	NEPTUNE AUTO SUPPLY	19-00737	Buss Batteries	395.85	0.00	
9-01-27-350-000-299	SENIOR CENTER Misc.					
INTNEI	INTERFAITH NEIGHBORS, INC.	19-02089	4th July Meal	100.00	0.00	
	Extd Total: SENIOR CENTER			688.36		
	Department Total: SENIOR CENTER			688.36		
	CAFR Total:			814.68		
Department: RECREATION SERVICES & PROGRAM						
Extd: RECREATION SERVICES & PROGRAM						
9-01-28-370-000-299	RECREATION Misc.					
LIBSCI	LIBERTY SCIENCE CENTER	19-01907	summer camp activity	4,930.12	0.00	
FUNPLE	FUNPLEX	19-01930	summer camp activity 7/5/19	4,280.00	0.00	
DAVBUS	Dave & Busters of New Jersey	19-01945	summer camp activity	7,810.78	0.00	
ALLSTA	ALL STAR PRO & SPORT STORE, INC	19-01951	plaques for summer rec bball	1,146.37	0.00	
VERIZON	VERIZON WIRELESS	19-02328	#485430396-00001 5/26 - 6/25	38.01	0.00	
NJRPA	NEW JERSEY RECREATION AND PARK	19-02420	membership renewal	200.00	0.00	
ADPIMP	ADPRO IMPRINTS, INC.	19-02424	#32362 SHIRTS FOR WATERPARK	460.10	0.00	
				18,865.38		
	Extd Total: RECREATION SERVICES & PROGRAM			18,865.38		
	Department Total: RECREATION SERVICES & PROGRAM			18,865.38		
	CAFR Total:			18,865.38		
Department: LIGHTING						
Extd: LIGHT, HEAT & POWER						
9-01-31-435-435-299	LIGHT, HEAT & POWER Misc.					
NJAMER	N.J. AMERICAN WATER CO.	19-02339	#1018-210026567043 5/23 - 6/24	8,735.95	0.00	
NJAMER	N.J. AMERICAN WATER CO.	19-02351	#1018-210026563478 6/5 - 7/2	629.69	0.00	
NJAMER	N.J. AMERICAN WATER CO.	19-02442	#1018-210024751262 6/5 - 7/2	296.12	0.00	
				9,661.76		
	Extd Total: LIGHT, HEAT & POWER			9,661.76		
Extd: STREET&TRAFFIC LIGHTING						
9-01-31-435-436-299	STREET&TRAFFIC LIGHTING Misc.					
JCPL	JCPL	19-02338	#200 000 001 293 MASTER ACCT	1,489.89	0.00	
	Extd Total: STREET&TRAFFIC LIGHTING			1,489.89		
	Department Total: LIGHTING			11,151.65		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: TELEPHONE						
Extd: TELEPHONE						
9-01-31-440-000-299	TELEPHONE Misc.					
MONINT	MONMOUTH INTERNET CORPORATION	19-02327	INVOICE#295867-M JULY 2019	4,283.31	0.00	
VERZON	VERIZON BUSINESS	19-02414	ACCT #152-069-551-0001-78	124.99	0.00	
				<u>4,408.30</u>		
	Extd Total: TELEPHONE			4,408.30		
	Department Total: TELEPHONE			4,408.30		
Department: GASOLINE						
Extd: GASOLINE						
9-01-31-460-000-299	GASOLINE Misc.					
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	19-02022	Unleaded & Sulfur Diesel Fuel	2,625.84	0.00	B
	Extd Total: GASOLINE			2,625.84		
	Department Total: GASOLINE			2,625.84		
	CAFR Total:			18,185.79		
Department: MUNICIPAL COURT						
Extd: MUNICIPAL COURT						
9-01-43-490-000-201	MUNIC COURT General Plant					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	19-02329	#16024:PMT. 45 OF 60	83.31	0.00	
GREFIN	GREATAMERICA FINANCIAL SVCS.	19-02426	mail machine 7/2/19	145.00	0.00	
				<u>228.31</u>		
9-01-43-490-000-202	MUNIC COURT Office Supplies					
WBMASON	W.B.MASON CO., INC.	19-02041	supplies	38.03	0.00	
WBMASON	W.B.MASON CO., INC.	19-02270	OFFICE SUPPLIES - PAPER	123.98	0.00	
KEPSPR	KEPWELL SPRING WATER	19-02428	cooler rental 6/28/19	14.00	0.00	
				<u>176.01</u>		
9-01-43-490-000-245	MUNIC COURT Interpreter					
BEACRA	BEATRIZ C. CRANEY	19-02156	interpreter 6/14/19	135.00	0.00	
	Extd Total: MUNICIPAL COURT			539.32		
	Department Total: MUNICIPAL COURT			539.32		
Department: PUBLIC DEFENDER						
Extd: PUBLIC DEFENDER						
9-01-43-495-000-021	Fees					
RONTRO	RONALD J. TROPOLI	19-02219	JUNE 2019 SERVICES RENDERED	2,500.00	0.00	
	Extd Total: PUBLIC DEFENDER			2,500.00		
	Department Total: PUBLIC DEFENDER			2,500.00		
	CAFR Total:			3,039.32		

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Department: DEFERRED CHARGES						
9-01-46-870-880-297	P/Y BILLS					
ASBPAK	ASBURY PARK PRESS	19-02369	#0002604895 ORD #2017-45	64.15	0.00	
	Extd Total:			64.15		
	Department Total: DEFERRED CHARGES			64.15		
	CAFR Total:			64.15		
CAFR: CURRENT FUND NON BUDGET ACCTS:						
Department: TAXES PAYABLE:						
Extd: TAXES PAYABLE:						
9-01-55-001-000-011	ACCOUNTS PAYABLE					
TMASSO	T & M ASSOCIATES	17-01768	Resolution 2017-91 LSRP Serv.	346.50	0.00	B
	Extd Total: TAXES PAYABLE:			346.50		
	Department Total: TAXES PAYABLE:			346.50		
	CAFR Total: CURRENT FUND NON BUDGET ACCTS:			346.50		
	Fund Total: CURRENT			704,982.56		
Fund: BEACH						
Department: BEACH UTILITY O/E: OTHER EXPENSES:						
Extd: BEACH UTILITY O/E: OTHER EXPENSES:						
9-05-55-502-000-201	BEACH UTILITY O/E: General Plant					
STUMPY	STUMPY'S SALES & SERVICE, INC.	19-01140	Parts, Material and Service	240.95	0.00	B
GRAING	GRAINGER, INC.	19-01491	Various Supplies and Tools	129.76	0.00	B
POTTY005	POTTY PROS	19-01659	2019 Rental Service Agreement	1,737.00	0.00	
JOLYN005	JOLYN CLOTHING COMPANY LLC	19-01698	2019 Lifeguard Safety Gear	642.60	0.00	
VERALP	V.E. RALPH & SON, INC.	19-01988	Various First-Aid Safety Items	305.73	0.00	
STASUP	STANDARD SUPPLY CO. INC.	19-02159	Bucket 5" Ledgerlok Screws	302.38	0.00	
STASUP	STANDARD SUPPLY CO. INC.	19-02204	1/2" Female/Male Brass Hoses	74.28	0.00	
VERITIV	VERITIV OPERATING COMPANY	19-02289	Toilet Tissue, Mop Heads, etc	1,170.17	0.00	
VERIZON	VERIZON WIRELESS	19-02328	#485430396-00001 5/26 - 6/25	84.08	0.00	
				4,686.95		
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			4,686.95		
	Department Total: BEACH UTILITY O/E: OTHER EXPENSES:			4,686.95		
	CAFR Total:			4,686.95		
	Fund Total: BEACH			4,686.95		
Fund: PARKING UTILITY: BUDGET:						
Department: PARKING UTILITY O/E: OTHER EXPENSES:						
Extd: PARKING UTILITY O/E: OTHER EXPENSES:						
9-06-55-502-000-201	PARKING UTILITY O/E: General Plant					
EASAUT	EASTERN AUTOPARTS WAREHOUSE	19-00993	Auto Parts - Parking Vehicles	125.60	0.00	B
MUNCAP	MUNICIPAL CAPITAL CORPORATION	19-02329	#16024:PMT. 45 OF 60	135.31	0.00	

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9-06-55-502-000-201 ATTMOB AT&T MOBILITY	PARKING UTILITY O/E: General Plant Continued	19-02425	#287260245452 June 2019	232.44 493.35	0.00	
	Extd Total: PARKING UTILITY O/E: OTHER EXPENSES:			493.35		
	Department Total: PARKING UTILITY O/E: OTHER EXPENSES:			493.35		
	CAFR Total:			493.35		
	Fund Total: PARKING UTILITY: BUDGET:			493.35		
Fund:	SEWER UTILITY: BUDGET:					
Department:	SEWER UTILITY O/E: OTHER EXPENSES:					
Extd:	SEWER UTILITY O/E: OTHER EXPENSES:					
9-07-55-502-000-201	SEWER UTILITY O/E: General Plant					
MCMCAR MCMMASTER-CARR SUPPLY CO.	19-01918 Various Bolts, Nuts & Washers			1,238.23	0.00	
CENJER CENTRAL JERSEY SUPPLY COMPANY	19-01926 4 Ply Sand Blast Hoses			1,812.50	0.00	
MCMCAR MCMMASTER-CARR SUPPLY CO.	19-02203 Insert Locknut & Impact Socket			330.37	0.00	
VERIZON VERIZON WIRELESS	19-02328 #485430396-00001 5/26 - 6/25			84.08 3,465.18	0.00	
9-07-55-502-000-211	SEWER UTILITY O/E: Light & Power					
NJAMER N.J. AMERICAN WATER CO.	19-02339 #1018-210026567043 5/23 - 6/24			4,872.32	0.00	
9-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
BURCONT BURKE CONTRACTING, LLC	19-02222 Total Labor and Materials			3,750.00	0.00	
ANSWER ANSERCOMM COMMUNICATIONS	19-02306 #M4541-062419 Answering Svcs			176.94	0.00	
MUNCAP MUNICIPAL CAPITAL CORPORATION	19-02329 #16024:PMT. 45 OF 60			75.00	0.00	
HERCRY HERITAGE-CRYSTAL CLEAN,LLC	19-02389 Tank Unit & Energy Surcharge			511.09	0.00	
WATSPR WATCHUNG SPRING WATER CO.,INC.	19-02435 Spring Water, Delivery, etc			174.97 4,688.00	0.00	
9-07-55-502-000-230	SEWER UTILITY O/E: Hypochlorite					
JCIJ0005 JCI JONES CHEMICALS, INC.	19-02313 #792310 Hypochlorite Solution			3,730.80	0.00	
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			16,756.30		
	Department Total: SEWER UTILITY O/E: OTHER EXPENSES:			16,756.30		
9-07-55-506-000-901	ASB.PARTNER-SEWER ASSESS.					
ASBLLC ASBURY PARTNERS, LLC	19-02301 2ND QTR. 2019 ODOR CONTROL			8.83	0.00	
	Extd Total:			8.83		
	Department Total:			8.83		
	CAFR Total:			16,765.13		
	Fund Total: SEWER UTILITY: BUDGET:			16,765.13		
	Year Total:			726,927.99		
Fund:	GENERAL CAPITAL FUND BUDGET:					
Extd:	2016-40/Var.Communications System Imp.					
C-04-55-998-168-001	2016-40/Var.Communications Imp.					
PMCASSOC PMC ASSOCIATES	19-01596 QUOTE#455077 RADIOS & SUPPLIES			2,376.70	0.00	
	Extd Total: 2016-40/Var.Communications System Imp.			2,376.70		

Attachment: Bill List 7-24-19 (2019-266 : Payment of Bills)

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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
Extd: Ord. 2017-2 Various Capital Improvements						
C-04-55-998-169-007	Section 20 Soft Costs					
TMASSO T & M ASSOCIATES		18-02953	Grand & 5th Traffic Signal	6,068.09	0.00	B
Extd Total: Ord. 2017-2 Various Capital Improvements				6,068.09		
Extd: Various Road Improv. 2017-30						
C-04-55-998-170-001	Var. Road Improv. Section 20 2017-30					
TMASSO T & M ASSOCIATES		17-03316	LAF329167 Heck St.Improv.	2,674.17	0.00	B
Extd Total: Various Road Improv. 2017-30				2,674.17		
Extd: Ord. 2018-4 Var. Capital Improvements						
C-04-55-998-172-011	DPW Traffic Lighting					
ASBPAK ASBURY PARK PRESS		19-02369	#0002604895 ORD #2017-45	102.20	0.00	
Extd Total: Ord. 2018-4 Var. Capital Improvements				102.20		
C-04-55-998-173-01	Section 20 Costs					
TMASSO T & M ASSOCIATES		18-01473	Deal Lake Improvements	2,257.16	0.00	B
Extd Total:				2,257.16		
Extd: 2019 Ord. 2019-9 Var. Capital Improv.						
C-04-55-998-177-004	Code Enforcement Vehicle					
MILCOM MILLENNIUM COMMUNICATIONS		19-02075	RESO #2019-224 JUDGE CAMERA	3,175.00	0.00	
DELCOM DELL MARKETING L.P.		19-02085	APPD UPGRADE PART 2	11,027.54	0.00	
				<u>14,202.54</u>		
C-04-55-998-177-011	Administration IT					
DELCOM DELL MARKETING L.P.		19-01785	QUOTE #1026991833009 VARIOUS	6,624.08	0.00	
C-04-55-998-177-012	IT Cameras					
MILCOM MILLENNIUM COMMUNICATIONS		19-02073	RES#2019-162 CITY HALL	9,900.00	0.00	
Extd Total: 2019 Ord. 2019-9 Var. Capital Improv.				30,726.62		
Department Total:				44,204.94		
CAFR Total:				44,204.94		
Fund Total: GENERAL CAPITAL FUND BUDGET:				44,204.94		
Year Total:				44,204.94		

Attachment: Bill List 7-24-19 (2019-266 : Payment of Bills)

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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund: GRANT FUND BUDGET:						
G-02-43-871-016-211	Clean Communities 2016					
ADPIMP	ADPRO IMPRINTS, INC.	19-01533	Adult & Youth T-Shirt, Black	814.80	0.00	
	Extd Total:			814.80		
	Department Total:			814.80		
	CAFR Total:			814.80		
	Fund Total: GRANT FUND BUDGET:			814.80		
	Year Total:			814.80		
Fund: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:						
Extd: 2018 CDBG Allotment						
T-17-75-850-850-001	Administration					
ASBPAK	ASBURY PARK PRESS	19-02370	#0002788247 CAPER NOTICE	86.70	0.00	
T-17-75-850-850-004	Community Events					
CRAPRI	CRAFTMASTER PRINTING, INC.	19-02214	lawn signs movies in park	58.00	0.00	
MAKME	MR. HAPPY PARTY RENTALS	19-02323	movies in the park	630.00	0.00	
				688.00		
	Extd Total: 2018 CDBG Allotment			774.70		
	Department Total:			774.70		
	CAFR Total:			774.70		
	Fund Total: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:			774.70		
Fund: TRUST OTHER						
T-20-56-850-860-801	Reserve for Unemployment Compensation					
NJLABO	NJ DEPT.OF LABOR:DIV.OF EMPLOY	19-02443	2NDQ-2019 UNEMPLOYMENT CHARGES	18,515.96	0.00	
	Extd Total:			18,515.96		
Extd: 5 YR EMERGENCY						
T-20-56-850-875-801	Reserve for DCA Training Fees					
NJDEPC	NJ DEPT. OF COMMUNITY AFFAIRS	19-02335	2nd Qt 2019 DCA fees	5,656.00	0.00	
	Extd Total: 5 YR EMERGENCY			5,656.00		
T-20-56-850-878-801	Reserve for Recreation					
KMART	K MART	19-01940	summer camp supplies	797.96	0.00	
STAPLE	STAPLES BUSINESS ADVANTAGE	19-02101	summer camp	227.92	0.00	
ADPIMP	ADPRO IMPRINTS, INC.	19-02229	summer rec tshirts	2,384.10	0.00	
THECOA	THE NEW COASTER, LLC	19-02357	summer programming ad	660.00	0.00	
				4,069.98		
	Extd Total:			4,069.98		
T-20-56-850-909-801	Reserve for Tax Sale Premiums					
CAZCREE	CAZENOVIA CREEK FUNDING II,LLC	19-01032	b-502 1-2 tsc-18-00013 cazenov	1,900.00	0.00	

Attachment: Bill List 7-24-19 (2019-266 : Payment of Bills)

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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-20-56-850-909-801 CITY CITY OF ASBURY PARK	Reserve for Tax Sale Premiums		Continued			
		19-02326	PY enc. Cancelled Reimb CF	17,200.00	0.00	
				<u>19,100.00</u>		
	Extd Total:			19,100.00		
	Department Total:			47,341.94		
	CAFR Total:			47,341.94		
	Fund Total: TRUST OTHER			47,341.94		
Fund: PLANNING & ZONING ESCROW FUND BUDGET:						
CAFR: PLANNING & ZONING ESCROW FUND BUDGET:						
Department: PUBLIC ASST						
T-21-00-345-000-299 TMASSO T & M ASSOCIATES	RENAISSANCE VILLAGE(MICHAELS DEVELOPMNT)					
		19-02440	LAF369267 Renaissance Village	115.50	0.00	
	Extd Total:			115.50		
	Department Total: PUBLIC ASST			115.50		
T-21-00-397-000-299 ACAFGI ACACIA FINANCIAL GROUP, INC.	545 LAKE AVENUE(COOKMAN COMMUNITY, LLC)					
		19-02263	Acadia Invoice July 2018	3,433.75	0.00	
	Extd Total:			3,433.75		
	Department Total:			3,433.75		
T-21-00-406-000-299 JACSER JACK A. SERPICO	500 8TH AVENUE(HYACINTH HOUSE, LLC)					
		19-02252	Serpico PB/ZB past Invoices	225.00	0.00	
	Extd Total:			225.00		
	Department Total:			225.00		
T-21-00-418-000-299 CINGU005 CINGULAR WIRELESS PCS, LLC	601 BANGS AVENUE(AT&T/CINGULAR WIRELESS)					
		19-02333	Refund of Escrow Balance	848.66	0.00	
	Extd Total:			848.66		
	Department Total:			848.66		
T-21-00-455-000-299 JACSER JACK A. SERPICO	300-302 1ST AVENUE(ADVANCED DEVELOPMENT)					
		19-02246	Serpico ZBA invoice May 2019	300.00	0.00	
	Extd Total:			300.00		
	Department Total:			300.00		
T-21-00-456-000-299 CLACAN CLARKE CATON HINTZ PC	PARKVIEW AP(INTERFAITH NEIGHBORS)					
		19-02250	CCH PB/ZB bulk invoices	1,999.54	0.00	
JACSER JACK A. SERPICO		19-02252	Serpico PB/ZB past Invoices	262.50	0.00	
				<u>2,262.04</u>		
	Extd Total:			2,262.04		
	Department Total:			2,262.04		

Attachment: Bill List 7-24-19 (2019-266 : Payment of Bills)

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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-21-00-462-000-299	522 PROSPECT(PH2)(INTERFAITH NEIGHBORS)					
CLACAN CLARKE CATON HINTZ PC		19-02250	CCH PB/ZB bulk invoices	1,187.58	0.00	
	Extd Total:			1,187.58		
	Department Total:			1,187.58		
T-21-00-467-000-299	910 COOKMAN AVENUE(900 COOKMAN, LLC)					
JACSER JACK A. SERPICO		19-02246	Serpico ZBA invoice May 2019	150.00	0.00	
	Extd Total:			150.00		
	Department Total:			150.00		
Department: ADMIN EXPEND						
T-21-00-476-000-299	140 RIDGE AVENUE(WELLS FARGO BANK, N.A.)					
JACSER JACK A. SERPICO		19-02246	Serpico ZBA invoice May 2019	37.50	0.00	
JACSER JACK A. SERPICO		19-02252	Serpico PB/ZB past Invoices	75.00	0.00	
CLACAN CLARKE CATON HINTZ PC		19-02283	ZB Past Invoices 140 Ridge	1,527.52	0.00	
				<u>1,640.02</u>		
	Extd Total:			1,640.02		
	Department Total: ADMIN EXPEND			1,640.02		
T-21-00-477-000-299	300 6TH AVENUE (300 6TH AVENUE,LLC)					
JACSER JACK A. SERPICO		19-02246	Serpico ZBA invoice May 2019	112.50	0.00	
	Extd Total:			112.50		
	Department Total:			112.50		
T-21-00-483-000-299	1321 4TH AVENUE(TBG MANAGEMENT PROP,LLC)					
JACSER JACK A. SERPICO		19-02246	Serpico ZBA invoice May 2019	75.00	0.00	
	Extd Total:			75.00		
	Department Total:			75.00		
	CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET:			10,350.05		
	Fund Total: PLANNING & ZONING ESCROW FUND BUDGET:			10,350.05		
Fund: CITY OF ASBURY PARK REDEVELOPMENT ESCROW						
T-48-56-850-000-808	BOSTON WAY VILLAGE(THE ALPERT GROUP,LLC)					
TMASSO T & M ASSOCIATES		19-02441	LAF369268 Boston Way	1,816.00	0.00	
T-48-56-850-000-825	311-343 COOKMAN AVE(ASBURY PARTNERS,LLC)					
MARFAL MARAZITI FALCON, LLP		19-02336	LEGAL SERVICES THRU JUNE 2019	292.50	0.00	

Attachment: Bill List 7-24-19 (2019-266 : Payment of Bills)

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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-48-56-850-000-828	1411 KINGSLEY(178 E.94 ST.REALTY CORP.)					
MARFAL MARAZITI FALCON, LLP		19-02336	LEGAL SERVICES THRU JUNE 2019	227.50	0.00	
	Extd Total:			2,336.00		
	Department Total:			2,336.00		
	CAFR Total:			2,336.00		
	Fund Total: CITY OF ASBURY PARK REDEVELOPMENT ESCROW			2,336.00		
	Year Total:			60,802.69		
Total Charged Lines: 307 Total List Amount: 835,349.56 Total Void Amount: 0.00						

Attachment: Bill List 7-24-19 (2019-266 : Payment of Bills)

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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT	8-01	2,599.14	0.00	0.00	2,599.14
CURRENT	9-01	704,982.56	0.00	0.00	704,982.56
BEACH	9-05	4,686.95	0.00	0.00	4,686.95
PARKING UTILITY: BUDGET:	9-06	493.35	0.00	0.00	493.35
SEWER UTILITY: BUDGET:	9-07	16,765.13	0.00	0.00	16,765.13
Year Total:		726,927.99	0.00	0.00	726,927.99
GENERAL CAPITAL FUND BUDGET:	C-04	44,204.94	0.00	0.00	44,204.94
GRANT FUND BUDGET:	G-02	814.80	0.00	0.00	814.80
COMMUNITY DEVELOPMENT BLK GRANT BUDGE	T-17	774.70	0.00	0.00	774.70
TRUST OTHER	T-20	47,341.94	0.00	0.00	47,341.94
PLANNING & ZONING ESCROW FUND BUDGET:	T-21	10,350.05	0.00	0.00	10,350.05
CITY OF ASBURY PARK REDEVELOPMENT ESC	T-48	2,336.00	0.00	0.00	2,336.00
Year Total:		60,802.69	0.00	0.00	60,802.69
Total Of All Funds:		835,349.56	0.00	0.00	835,349.56

Attachment: Bill List 7-24-19 (2019-266 : Payment of Bills)



RESOLUTION NO. 2019-267

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

RESOLUTION AUTHORIZING THE PURCHASE OF AN SUV FOR THE CONSTRUCTION DEPARTMENT

WHEREAS, the City has a need to replace an SUV within the Construction Department;
and

WHEREAS, the City has obtained the attached quote totaling \$31,832.00 for a 2020 Ford Utility Interceptor from Winner Ford off of N.J. State Contract #88728; and

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

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account: C-04-55-998-177-009. The maximum amount of the pending contract is as stated in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorizes the purchase outlined in this Resolution for a total amount of \$31,832.00 for a 2020 Ford Utility Interceptor from Winner Ford off of N.J. State Contract #88728; and

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

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-267 which was finally adopted by the City Council at a meeting held on the 24th day of July, 2019

CERTIFIED BY ME THIS 25th DAY OF July, 2019.

MELODY HARTSGROVE
DEPUTY CITY CLERK



Linda Hoffman
856-214-0759 Phone
856-488-1915 Fax
lhoffman@winnerford.com
N.J. Contract # 88728

2020 Ford Utility Interceptor Base Vehicle	30344.00
• 99B 3.3L V6 Engine • 44U 10 Speed Auto Transmission • Heavy Duty Rubber Floor • Cloth Front Bucket/Vinyl Rear Seat • Power Windows/Locks/Mirrors • Air Conditioning • AM/FM Stereo • Tilt Steering • Rear Window Defroster • Headlamps Prep Pkg. • SYNC • Ford Telematics, includes Modem & 2 Year Trial Subscription • 60R Radio Noise Suppression • 87R Back up Camera Rearview Mirror Display • 86T Tail Light Prep Pkg. • 549 Power Heated Mirrors • 18D Global lock/unlock feature • 60A Pre-Wiring for grille LED lights, siren and speaker • 65U Interior Upgrade Package • 65L Full Wheel Covers • 55F Keyless Entry • EAI53 80 Amp Power Source	
Total	31832.00



RESOLUTION NO. 2019-268

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

AUTHORIZING A PROFESSIONAL SERVICES CONTRACT TO KMA FOR AFFORDABLE HOUSING PLANNING

WHEREAS, on July 5, 2019 the City of Asbury Park received a proposal to prepare various documents in regards to the proposed affordable housing from KMA; and

WHEREAS, the not-to-exceed cost for various services as outlined in the proposal shall not exceed \$22,500.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the Current Fund 9-01-20-100-000-201; and the maximum dollar value of the pending contract is as set forth in the resolution.

WHEREAS, the City Manager is hereby authorized to sign any contracts or documents associated with this activity.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, awards KMA to prepare documents as outlined in the scope of services provided on July 5, 2019 and attached to this Resolution in a not-to-exceed amount of \$22,500.00.00.

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

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-268 which was finally adopted by the City Council at a meeting held on the 24th day of July, 2019

CERTIFIED BY ME THIS 24th DAY OF July, 2019.

MELODY HARTSGROVE
DEPUTY CITY CLERK



P.O. Box 236
 2 East Broad Street, 2nd Floor
 Hopewell, NJ 08525
 609-257-6705 (v)
 609-374-9939 (f)
 info@kylemcmamus.com

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

July 5, 2019

**Re: Proposal for Professional Planning Services
 Affordable Housing Implementation Ordinances**

Dear Mr. Capabianco,

I am pleased to provide this proposal for preparation of the ordinances and other documents necessary to implement the City's adopted 2019 Housing Element and Fair Share Plan (hereinafter the "Housing Plan"). Adoption of these ordinances will revise the City's land use regulations and require construction of inclusionary housing in the manner set forth in the Housing Plan.

Scope of Work

The Housing Plan sets forth zoning amendments that should be adopted and other actions that will incentivize the construction of new market rate and affordable housing units.

The following ordinance or redevelopment plan amendments will be prepared, as envisioned and specified in the Housing Plan:

1. Deal Lake Drive portion of the R3 District: Create new inclusionary housing district.
2. Central Business District (CBD) Redevelopment Area: Amend the standards in the adopted Redevelopment Plan.
3. B2 & NC Districts: Combine these commercial districts into one zone district and amend the permitted use and development controls as set forth in not only the Housing Plan, but also the 2017 Reexamination Report.
4. Springwood Avenue Redevelopment Area: Amend the standards in the adopted Redevelopment Plan.
5. Main Street Redevelopment Area: Amend the standards in the adopted Redevelopment Plan. Note that the details of the changes for this area were not identified in the Housing Plan. The amendments as part of this scope of work shall be limited to identifying locations appropriate for affordable housing and revising the adopted Redevelopment Plan to require affordable housing in those locations.
6. Mandatory Set-aside Ordinance: Finalize the draft ordinance.



7. Development Fee Ordinance: Finalize the draft ordinance.
8. Affordable Housing Regulating Ordinance: Finalize the draft ordinance.

In addition to land use regulation amendments, the Housing Plan calls for a few additional actions to incentivize creation of affordable housing. The following additional tasks are included in the herein Scope of Work.

9. Washington Area Redevelopment Area: Identify locations within the existing redevelopment area that offer opportunities for development or redevelopment of new affordable housing.
10. Municipal Building Redevelopment: Prepare language to be inserted in a redevelopment plan, redevelopers agreement, or other document, that sets forth inclusionary housing standards that shall be applied to any redevelopment of the site.
11. Artist Housing: Review and provide guidance for defining eligible artists for any artist-reserved affordable housing that may be created.

I recommend that preparation of the above listed land use regulations and additional tasks be conducted with the guidance of an affordable housing subcommittee that includes, among others, City staff, Planning Board member(s) and Council member(s). I further recommend a robust public meeting schedule, particularly given the community interest in this topic. As such, this scope of work includes five (5) subcommittee and five (5) public meetings. The following provides one option for how the City may utilize these meetings:

1. Subcommittee meeting #1: Kick-off meeting to review the scope of work and schedule.
2. Subcommittee meeting #2: Review preliminary draft documents, prepare for first community meeting.
3. Public meeting #1: Community meeting to introduce and gather input on preliminary draft documents.
4. Subcommittee meeting #3: Review public input and discuss amendments to preliminary draft documents, prepare for second community meeting
5. Public meeting #2: Community meeting to introduce and gather input on draft documents.
6. Subcommittee meeting #4: Review Planning Board input and discuss amendments to draft documents.
7. Public meeting #3: Planning Board meeting to introduce and gather input on draft documents
8. Subcommittee meeting #5: Review Planning Board input and discuss amendments to draft documents.
9. Public meeting #4: Planning Board meeting for Council's referral of land use regulations (post introduction)
10. Public meeting #5: Public hearing at City Council on draft land use regulations

Cost of Services

The cost for these services shall not exceed \$22,500. Services will be billed hourly, in accordance with the attached rate sheet. Any work or meetings beyond the scope of services shall be billed on a time and materials basis, in accordance with the attached rate sheet.

Please note that this scope of work does not include creation of a new City Zoning Map. If so desired, this task can be provided on a time and materials basis or subject to an additional proposal.



Please let me know if I can answer any questions for you. I look forward to continuing to work with the City on this exciting topic.

Sincerely,

A handwritten signature in black ink, appearing to read "Elizabeth McManus". The signature is fluid and cursive.

Elizabeth McManus, PP, AICP, LEED AP

Accepted this _____ day of _____, 2019 on behalf of the City of Asbury Park

By (printed name): _____

Signature: _____



45 East Broad Street, Second Floor
Hopewell, NJ 08525
609-257-6705 (v)
609-374-9939 (f)
info@kylemcmmanus.com

2018/2019 PUBLIC CLIENT RATE SCHEDULE

Licensed Professional Planner - Principal	\$142/hour
Licensed Professional Planner – Associate	\$130/hour
Licensed Professional Planner – Senior Project Manager	\$125/hour
Licensed Professional Planner – Project Manager	\$120/hour
Assistant Planner	\$90/hour
GIS Technician	\$80/hour
Assistant Professional	\$75/hour
Administrative Assistant	\$60/hour
Outside (pass-thru) Services	Cost +10%
Postage, Federal Express, UPS, DHL	Cost
Paper Black/White Copy/Prints (8.5"x11")	\$0.10/Sheet
Paper Black/White Copy/Prints (11"x17")	\$0.20/Sheet
Paper Color Copy/Prints (8.5"x11")	\$0.50/Sheet
Paper Color Copy/Prints (11"x17")	\$2.50/Sheet
Large format Color Copy/Prints (24"x36")	\$40/Sheet
Travel For Regularly Scheduled Meetings	No Charge
Travel For All Other Meetings and Other Municipal Business	At Rates Noted Above

2018/2019 PUBLIC CLIENT LITIGATION RATE SCHEDULE

Licensed Professional Planner - Principal	\$190/hour
Licensed Professional Planner – Associate	\$175/hour
Licensed Professional Planner – Senior Project Manager	\$170/hour
Licensed Professional Planner – Project Manager	\$165/hour
Assistant Planner	\$135/hour
GIS Technician	\$125/hour
Assistant Professional	\$75/hour
Administrative Assistant	\$60/hour



RESOLUTION NO. 2019-269

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

AUTHORING A PROFESSIONAL SERVICES CONTRACT TO LERCH, VINCI AND HIGGINS FOR PILOT BILLING

WHEREAS, the City has a need for professional service for the PILOT billing; and

WHEREAS, the City has obtained the attached quote from Lerch, Vinci & Higgins in an amount to exceed \$15,000; and

WHEREAS, this professional service is exempt from public bidding as per N.J.S.A. 40A;11-5(1)(a)(1) Professional Services; and

WHEREAS, the Lerch, Vinci & Higgins has provided this service for the City previously and additionally has reviewed the RAB program and is uniquely qualified to perform said services; and

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

WHEREAS, this is at no cost to the City and will be funded through the Redevelopment Area Bond Program; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, awards the contract for professional services related to PILOT billing to Lervch, Vinci & Higgins in a not-to-exceed amount of \$15,000.00; and

NOW, THEREFORE, BE IT FURTHER RESOLVED that a copy of this Resolution be provided to the CFO, City Manager, Tax Collector, Lerch, Vinci & Higgins and Director of Purchasing.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-269 which was finally adopted by the City Council at a meeting held on the 24th day of July, 2019

CERTIFIED BY ME THIS 24th DAY OF July, 2019.

MELODY HARTSGROVE
DEPUTY CITY CLERK



LERCH, VINCI & HIGGINS, LLP

CERTIFIED PUBLIC ACCOUNTANTS
REGISTERED MUNICIPAL ACCOUNTANTS

DIETER P. LERCH, CPA, RMA, PSA
GARY J. VINCI, CPA, RMA, PSA
GARY W. HIGGINS, CPA, RMA, PSA
JEFFREY C. BLISS, CPA, RMA, PSA
PAUL J. LERCH, CPA, RMA, PSA
DONNA L. JAPHET, CPA, PSA
JULIUS B. CONSONI, CPA, PSA
ANDREW D. PARENTE, CPA, RMA, PSA

ELIZABETH A. SHICK, CPA, RMA, PSA
ROBERT W. HAAG, CPA, PSA
DEBORAH K. LERCH, CPA, PSA
RALPH M. PICONE, CPA, RMA, PSA
DEBRA GOLLE, CPA
MARK SACO, CPA
SHERYL M. LEIDIG, CPA, PSA
ROBERT LERCH, CPA
CHRIS SOHN, CPA

July 18, 2019

Mr. Michael Capabianco
City Manager
City of Asbury Park
Municipal Plaza
Asbury Park, NJ 07712

Re: City of Asbury Park
Financial and Administrative Services

Dear Mr. Capabianco:

In response to your request, we are pleased to furnish you with our proposal for financial and administrative services related to the calculation of Special Assessments and the Payments in Lieu of Taxes ("PILOT").

It is our understanding that the City of Asbury Park (the "City") is requesting the services of a financial consultant to provide services related to the special assessments and the issuance of bonds to be repaid from the pledged special assessments as related to the various redevelopment projects being undertaken in the City.

The services to be provided by Lerch, Vinci & Higgins, LLP ("LV&H") on behalf of the City of Asbury Park in connection with the special assessment will include the following:

- LV&H will calculate the annual installments of the special assessments to be levied and collected from each specific redevelopment project as requested, including a breakdown between the pledged special assessment and the PILOT amount to be paid to the City.

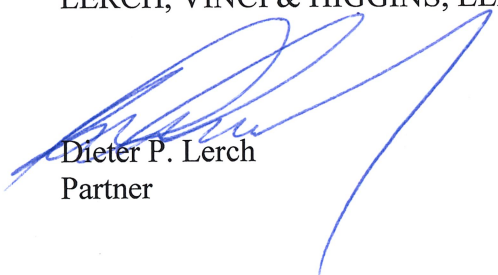
- LV&H will calculate the pledged special assessment for each subject property and determine the amount of the annual special assessment to be levied and remitted to the Trustee. The special assessment shall be calculated initially based upon the offered sales price and will then be recalculated based upon the actual contract price.
- LV&H will calculate all other funds available that may be utilized for a debt service reserve for payment of the bonds as well as reserve fund income and capitalized interest thereon.
- For each property subject to a financial agreement, LV&H will calculate the annual PILOT to be assessed and remitted to the City. Furthermore, we will provide an allocation of the amounts due to the County from said PILOT payments.
- At the time of sale of each unit, LV&H will calculate any Deficiency Amounts as defined in the Master Special Assessment Agreement.
- LV&H will assist the City in the preparation of estimated and final Annual Service Charges for the related properties.
- LV&H will perform any other related services as may be requested by the City.
- Furthermore, LV&H will attend any and all meetings as requested by the City.

Our fee for the financial consulting services will be billed at our standard hourly rates. Our standard hourly billing rates are as follows:

Partners	\$175 per hour
Senior Financial Managers	\$150 per hour
Financial Analysts	\$125 per hour
Other Personnel	\$45 per hour

We estimate our fee will not exceed \$15,000. Should the scope of our work be expanded, we will notify the City accordingly. Please feel free to contact us should you have any questions regarding our proposal. We look forward to the opportunity to continue to serve the City of Asbury Park.

Very truly yours,
LERCH, VINCI & HIGGINS, LLP


Dieter P. Lerch
Partner



RESOLUTION NO. 2019-270

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

AWARDING A CONTRACT FOR SUNSET LAKE POND MANAGEMENT

WHEREAS, the City has solicited pricing from two (2) vendors for pond management services for Sunset Lake; and

WHEREAS, N.J.S.A 40A:11-3 Bid threshold; award of contracts stipulates that the governing body can authorize the Purchasing Agent to award a contract if the amount is less than \$17,500.00 and not require public bidding; and

WHEREAS, Mayor and Council of the City of Asbury Park hereby authorizes the Purchasing Agent to award the contract to perform pond management services for Sunset Lake with the following not-to-exceed costs:

- Seasonal herbicide application: \$8,200.00 annually
- Permits: \$250.00 annually
- Algicide application at \$750.00 not to exceed three (3) applications at the discretion of the City Manager

WHEREAS, notification of this award shall be published in a newspaper of record as per N.J.S.A. 40A:11-5(1)(a) ; and

WHEREAS, the Chief Financial Officer has certified that funds are available in 9-01-26-290-000-223 within the Current Fund:

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey authorizes the City Manager/Purchasing Agent to award the 2019 -2020 pond management contract for Sunset Lake to Black Lagoon in the amounts described within.

NOW, THEREFORE, BE IT FURTHER RESOLVED that a copy of this Resolution be provided to the CFO, DPW Superintendent, City Manager, Purchasing Agent and Sunset Lake Commission.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of

RESOLUTION NO. 2019-270 which was finally adopted by the City Council at a meeting held on the 24th day of July, 2019

CERTIFIED BY ME THIS 24th DAY OF July, 2019.

MELODY HARTSGROVE
DEPUTY CITY CLERK



4 February 2019

Sunset Lake (approximately 13 acres)
CITY OF ASBURY PARK, NEW JERSEY

City of Asbury Park
 Department of Public Works
 9 Maine Street
 Asbury Park, New Jersey 07712

Attn: William J. McClave, CPWM

RE: 2019 and 2020 Pond Management

Black Lagoon Pond Management is pleased to present the following cost proposal to provide pond management services to the above-mentioned site during the upcoming season(s).

As you are well aware, aquatic plant and algal densities in ponds are sustained by runoff inputs from the surrounding watershed. Run-off typically carries high nutrient concentrations from fertilizers, rich soils, septic leach fields and waterfowl wastes directly into the ponds. Elevated levels of nutrients and warm water temperatures create conditions favorable for algal and weed growth. Until such time as the root cause of nuisance growth in the pond(s) can be mitigated, a seasonal regime of chemical treatment can maintain an acceptable level of water quality.

From our recent work/observations at this site, and **more than 40 years** of combined regional experience, it has been determined that most of the problems with water quality at this site are most associated with nuisance growth of:

- pondweeds (*Potamogeton spp.*)
- milfoil (*Myriophyllum spp.*)
- naiads (*Najas spp.*)
- filamentous algae

Black Lagoon
 P.O. Box 9031
 Hamilton, New Jersey 08650
 Tel: 609.815.1654 • Fax: 609.585.0525
www.blacklagoon.us



Based upon previous experience with ponds of similar dimension and setting, Black Lagoon typically recommends regular treatments (algicide and/or herbicide) from May through mid-September to maintain aquatic plant and algal densities below nuisance densities.

Algae Control

For algae control in ponds, Black Lagoon routinely applies an EPA-registered, chelated copper algicide such as **Cutrine-Plus®** or **Captain®** for algae control. These chelated copper formulations are designed for application on a regularly scheduled basis, in low dosage amounts, to maximize algae control and minimize the potential for adverse environmental risk. A frequent, low-dose schedule typically establishes control early in the season. There are no water use restrictions associated with the application of these products at labeled rates.

Aquatic Vegetation Management (AVM)

One or more aquatic herbicides may be used in the execution of this contract including: **Clipper®** (flumioxazin), **Sonar®** (fluridone), **Rodeo®** (glyphosate), **Aquathol-K** (endothal), **Tribune®** (diquat dibromide) and/or a copper based herbicide. It must be emphasized that a frequent, low-dose schedule typically establishes control early in the season.

Control of some aquatic plant species such as watermeal (*Wolffia* sp.) or coontail (*Ceratophyllum demersum*) require a maximum allowable dose rate of herbicide. The efficacy of such treatment is highly dependent upon proper flow and other seasonal environmental conditions. Treatments are conducted in strict accordance with NJDEP regulations which restrict the materials, concentrations and frequency of treatment. In many instances, due to environmentally regulated downstream waters (i.e., drinking supply, irrigation, trout production etc.), NJDEP may restrict application rates. Therefore, extent or duration of aquatic plant and/or algae control treatments cannot be warranted.

It should be recognized that delaying initial treatment until dense surface algae mats have formed further limits treatment effectiveness. Such delays also increase adverse environmental risks (i.e., to fish) by reducing levels of dissolved oxygen. Black Lagoon is not liable in the unlikely event that fish life is adversely affected due to environmental conditions.

We sincerely appreciate the opportunity to submit this proposal for your consideration. Should you have any questions or require further information, please do not hesitate to contact me directly at 609.815.1654.

Best Regards,



Christopher J. Borek, Director

WATER USE RESTRICTIONS

- CLIPPER® 3 day water use restriction on irrigation
- TRIBUNE® 5 day water use restriction on irrigation
- SONAR® 30 day water use restriction on irrigation
- AQUATHOL-K® no water use restrictions on irrigation
- NAUTIQUE® no water use restrictions on irrigation
- CAPTAIN® no water use restrictions on irrigation

When applicable, water use restrictions will be posted in the vicinity at the time of treatment. The client is responsible for removal of any treatment postings upon expiration.

PERMITS – New Jersey

Pesticide applications are regulated by the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA). In New Jersey, the Pesticide Control Program (PCP) within the New Jersey Department of Environmental Protection (NJDEP) issues aquatic pesticide permits for applications of pesticides to surface waters of the State.

Effective January 29, 2013, NJDEP mandated a 2-year permit for aquatic pesticide applications to a given site regardless of the size/scope of the site/project. This permit application fee is non-refundable and non-transferable. NJDEP regulations do not allow for a permit to "transfer" from one applicator business to another.

Black Lagoon Pond Management will apply for this 2-year permit on your behalf. The State of New Jersey charges \$150.00 for this 2-year application. Black Lagoon Pond Management charges a \$100.00 permit processing and record-keeping/reporting fee.

In most instances, except for sites within the jurisdiction of the New Jersey Pinelands Commission, permit approval will be granted as of the date of filing.

Our standard contract will now be for a 2 year period. This agreement can be cancelled at any time during the 2 year period with 30 days written notice to terminate.

CERTIFICATION

Black Lagoon Pond Management is listed with the NJDEP and PADEP as a registered applicator of aquatic herbicides and algicides and supervisory personnel hold current certification from the Department.

INSURANCE

Black Lagoon Pond Management carries Workers Compensation, General Liability, Professional Liability, Property Damage and Environmental Liability Insurance which will remain in full effect throughout this program. A certificate of insurance will be forwarded upon request.



Permit	_____
Tax Exempt #	_____
1	_____
2	_____
3	_____

ACCEPTANCE

This Proposal may be made a contract by returning **one (1) signed COPY** of this page along with a payment of \$250.00 (if applicable) to initiate the permit application process.

Accepted by _____ Date _____

Phone _____ Contact email _____

2019 and 2020 CONTRACT PRICE

Seasonal herbicide application for this site:

\$ 8,200.00/year

Algicide applications for this site:

\$ 750.00/application

Pricing includes all necessary equipment, materials, labor and travel expenses to perform aquatic pesticide applications at this site.

Pricing does not include any applicable sales taxes or permit fees

PERMIT APPLICATION / RECORD-KEEPING FEES

NJDEP Permit and application processing fees:

\$ 250.00/2 years*

*non-refundable, non-transferable

SCHEDULING

An initial treatment visit will be scheduled between May 1 and May 31

BILLING

April - \$3,200.00 • June - \$3,000.00 • August - \$2,000.00

BILLING ADDRESS/INFORMATION

Billing email address _____

Billing Phone number _____

Automated Clearing House (ACH) Payment/Bank Information

Routing Number _____ Account Number _____

Account Type: Checking Savings Other _____

Black Lagoon
P.O. Box 9031
Hamilton, New Jersey 08650
Tel: 609.815.1654 • Fax: 609.685.0525
www.blacklagoon.us



Sunset Lake – Asbury Park

Attachment: Pond Management Quotes (2019-270 : Awarding a contract for Sunset Lake Pond Management)

March 4, 2019

Mr. Bill McClave, Superintendent of Public Works
City of Asbury Park
One Municipal Plaza
Asbury Park, NJ 07712

RE: 2019 Lake Management Services
Sunset Lake
Asbury Park, New Jersey

Dear Mr. McClave,

Princeton Hydro is pleased to submit our proposed scope of service and cost proposal to provide lake management services for Sunset Lake, Asbury Park, New Jersey during the 2019 season.

Permit and Notification

An aquatic pesticide permit application will need to be submitted to New Jersey Department of Environmental Protection (NJDEP) and approved prior to any algaecide or herbicide applications taking place. Once approved, the permit will be valid for two (2) calendar years (2019/2020). The permit processing fee is non-refundable and non-transferable. The permit review process routinely takes 2-3 days for approval.

As per the NJDEP regulations, it will be necessary to post treatment notification ads in two (2) local newspapers. These legal ads must be posted no less than seven (7) days in advance of the proposed algaecide and/or herbicide applications. The ads must be resubmitted once the ad has been posted for 30 days. Also please note that as required by regulation, Princeton hydro will post prior to each treatment, "Pesticide Treated Water" signs. These will be posted at the primary public access points to the lake.

Monthly notification ads will be posted in April/May/June/July/August/September.

Algae and Aquatic Vegetation Control

For the control of algae, Princeton Hydro will apply the EPA-registered copper algaecides *Captain*, *CaptainXTR* and copper sulfate. The application of the algaecides will be conducted by NJDEP licensed aquatic pesticide applicator(s)/operator(s) using a small boat with a motorized tank sprayer and/or backpack sprayer. **There are no water use restrictions associated with the application of the algaecides.**

2019 Lake Management Services
Sunset Lake – Asbury Park
March 4, 2019

No more than ½ of the lake can be treated with an algaecide during each application.

For the control of nuisance aquatic vegetation growth, Princeton Hydro will apply the EPA-registered herbicides *Reward* (diquat dibromide), *Tribune* (diquat dibromide), *Clipper* (flumioxazin), *Aquathol K* (endothall) and *Sonar* (fluridone). The application of the herbicides will be conducted by NJDEP licensed aquatic pesticide applicator(s)/operator(s) using a small boat with a motorized tank sprayer and/or backpack sprayer. There is a 1-3 day irrigation/watering restriction following each *Reward*, *Tribune* and *Clipper* application. There is a 30-45 day irrigation/watering restriction following each *Sonar* application. There are no water use restrictions associated with the application of *Aquathol K*.

No more than ½ of the lake can be treated with an herbicide during each application.

Summary

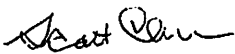
The fee for Princeton Hydro to conduct a seasonal lake management program consisting of algaecide and herbicide applications approximately once every three (3) weeks for ½ of the total surface area of Sunset Lake during the 2019 season is \$9,600.00 to be billed in four (4) installments (May/July/August/September).

The above fee includes labor, materials, permit fees, notification fees and travel expenses. It does not include any applicable New Jersey State sales tax or prevailing wage rates. Please forward to Princeton Hydro the necessary tax exemption paperwork.

If this proposal meets with your approval, please forward the necessary Purchase Order (PO) information for the above detailed services to our Ringoes, New Jersey office.

If you have any questions or require additional information to facilitate your review of our proposed scope of services and costs, please contact me directly at schurm@princetonhydro.com or 609-306-5423.

Sincerely,



Scott Churm
Associate: Director of Aquatic Operations
Princeton Hydro, LLC

"This proposal (or proposed Scope of Services) remains the intellectual property of Princeton Hydro and is copyrighted material. Use of this document for any other purpose other than the proposer's intention is strictly prohibited."



RESOLUTION NO. 2019-271

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

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

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

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

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2019 in the sum of \$75,000.00. Which is now available from Madison Marquette for Police.

BE IT FURTHER RESOLVED, that a like sum of \$75,000.00 Is hereby appropriated under the following caption:

General Appropriations:

Operations Excluded from "CAPS":

Public & Private Programs Offset by Revenues:

Waterfront Redevelopment Contribution - Police

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

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of

RESOLUTION NO. 2019-271 which was finally adopted by the City Council at a meeting held on the 24th day of July, 2019

CERTIFIED BY ME THIS 25th DAY OF July, 2019.

MELODY HARTSGROVE
DEPUTY CITY CLERK



RESOLUTION NO. 2019-272

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

REFERRING THE SUNSET LAKE PARK MASTER PLAN TO THE PLANNING BOARD

WHEREAS, the City of Asbury Park has authorized T&M Associates to complete a Master Plan for Sunset Avenue Park, and

WHEREAS, the Plan is attached to this Resolution; and

WHEREAS, the governing body hereby adopts the Sunset Avenue Park Master Plan, and

WHEREAS, the governing body recognizes the need to make the Plan an authorized component of municipal decision-making by adopting it by Resolution; and

WHEREAS, the Mayor and City Council hereby request that the Planning Board incorporate the Plan as an element of the Master Plan.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park the “Sunset Park Master Plan,” a copy of which is attached, is hereby adopted.

FURTHER RESOLVED a copy of this Resolution be forwarded to the City Clerk, City Manager and the Director of Planning and Redevelopment.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-272 which was finally adopted by the City Council at a meeting held on the 24th day of July, 2019

CERTIFIED BY ME THIS 24th DAY OF July, 2019.

MELODY HARTSGROVE
DEPUTY CITY CLERK



Prepared for:
THE CITY OF ASBURY PARK

Prepared by:
T&M ASSOCIATES



SUNSET LAKE PARK MASTER PLAN

CITY OF ASBURY PARK, NJ

Block 2905, Lot 1; Block 2906, Lot 1; Block 3501, Lot 1; Block 3502, Lot 1;
Block 4101, Lot 1; Block 4102, Lot 1; Block 4103, Lot 1

JULY 2019



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SECTION 1 – INTRODUCTION

Sunset Lake Park constitutes an approximately 22-acre portion of the City of Asbury Park spanning from Main Street to Ocean Avenue between Sunset Avenue and Fifth Avenue, as shown in Figures 1 and 2 below. The park area is generally surrounded by adjoining residential uses to the north and south, commercial and institutional uses to the west across Main Street, and public and retail uses to the east across Ocean Avenue.

The City has spearheaded the Park Master Plan process in an effort to provide an inventory of existing park facilities, provide a public outreach process to gather inputs from residents and local stakeholders, and a list of action items and recommended improvements for the park area.

Figure 1: Municipal Location Map

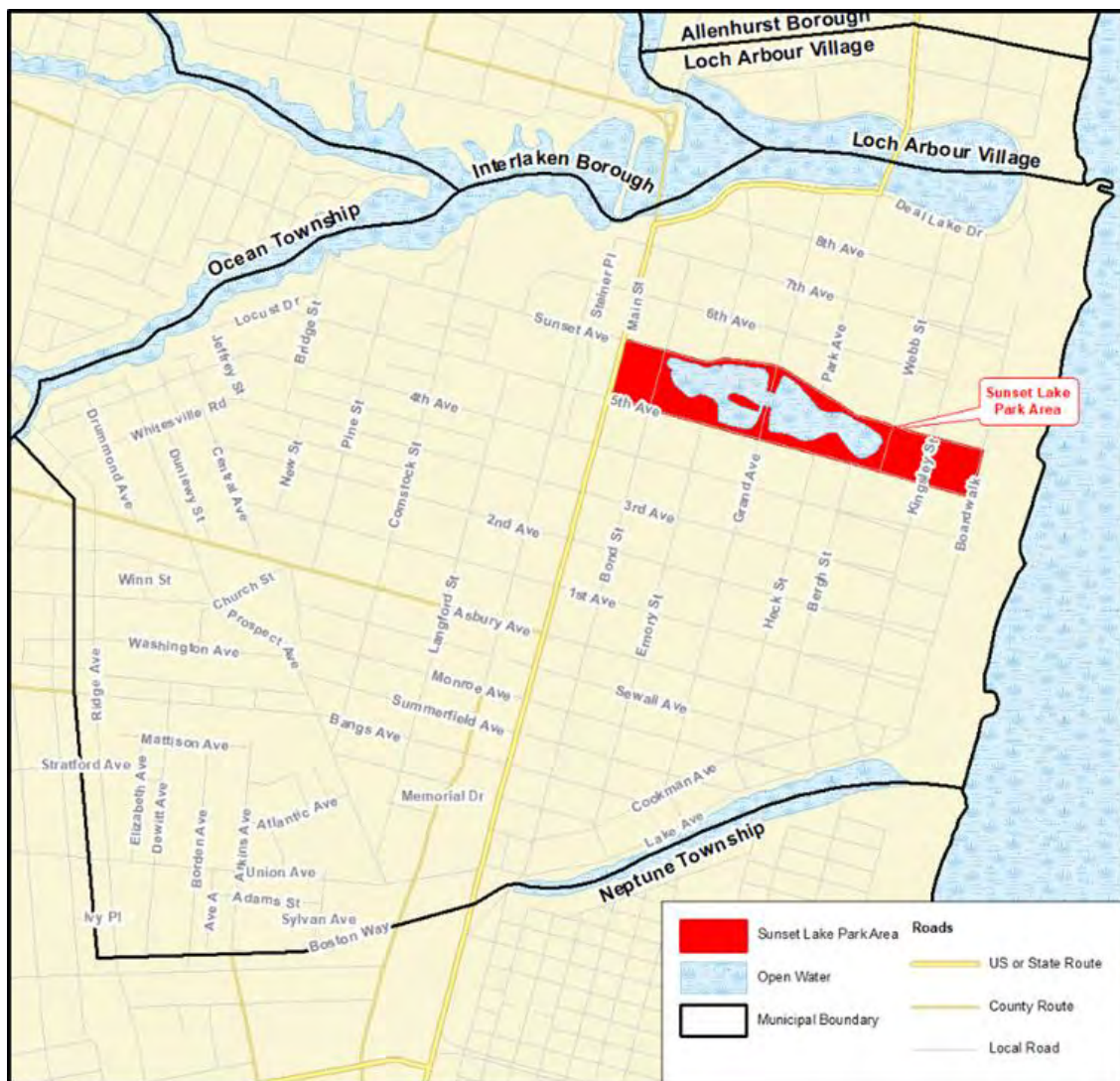


Figure 2: Aerial Location Map



SECTION 2 – PARK HISTORY & SIGNIFICANCE

Historically, Sunset Lake and its two adjoining streets served as the main thoroughfare between the original location of the railroad station and the Atlantic Ocean. James Bradley, who developed Asbury Park in the 1870s, established Atlantic Square on the east end of Sunset Lake, which served as the park space in front of Convention Hall.

The existing footbridge was previously a trolley bridge across the lake, and the park, in general, served as both a gathering place and a place for quiet recreation.



SECTION 3 – COMMUNITY OUTREACH

Preparation of this Park Master Plan involved thorough and transparent public outreach and visioning, involving stakeholder meetings, a charrette session, and a public meeting as a follow up to the charrette. In order to gather public input, the City of Asbury Park engaged multiple stakeholders, including Council Members, City staff, members of the Sunset Lake Commission, and interested residents.

The City of Asbury Park met on October 30, 2018, January 16, 2019, and March 5, 2019, to discuss and present the general vision and preliminary conceptual design for the Sunset Lake Park area.

As part of the charrette, visioning, and public outreach stage, the City held a public outreach session on January 16, 2019. Notice was posted on the City’s website and announced at prior City Council Meetings. In this outreach session, the City reviewed and affirmed the values, themes, and topics discussed and agreed upon during the first outreach session. Some of the key concerns and obstacles discussed, identified by, and reviewed with the public included the following:

1. Poor water quality and general health of the lake
2. Local goose population concerns
3. Condition of St. John’s Island
4. Overall park maintenance
5. Pedestrian connectivity within and around the park

Some of the key potential opportunities and desires expressed by the public and unique to the Sunset Lake Park area included the following:

1. Dredging of the lake.
2. Improving the lakefront/shoreline by removing bulkheads in some areas and adding living shorelines.
3. Creating additional walkways within and around the park.
4. Improving the “Square” block between Main Street and Bond Street.

Throughout the public outreach and visioning process, members of the public were given the opportunity to provide further input, and the result was a coordinated effort between the City and stakeholders to further refine the vision for the Sunset Lake Park area. Through this approach, the City obtained a clear understanding of current and future needs of the park within the context of community input and park history.

The values, themes, and topics have been repeatedly expressed and reaffirmed throughout the public outreach portion of this plan preparation. They were used to form the basis of the conceptual plans and recommended action items in this Park Master Plan.

SECTION 4 – PLANNING CONTEXT

4.1 ASBURY PARK WATERFRONT REDEVELOPMENT PLAN

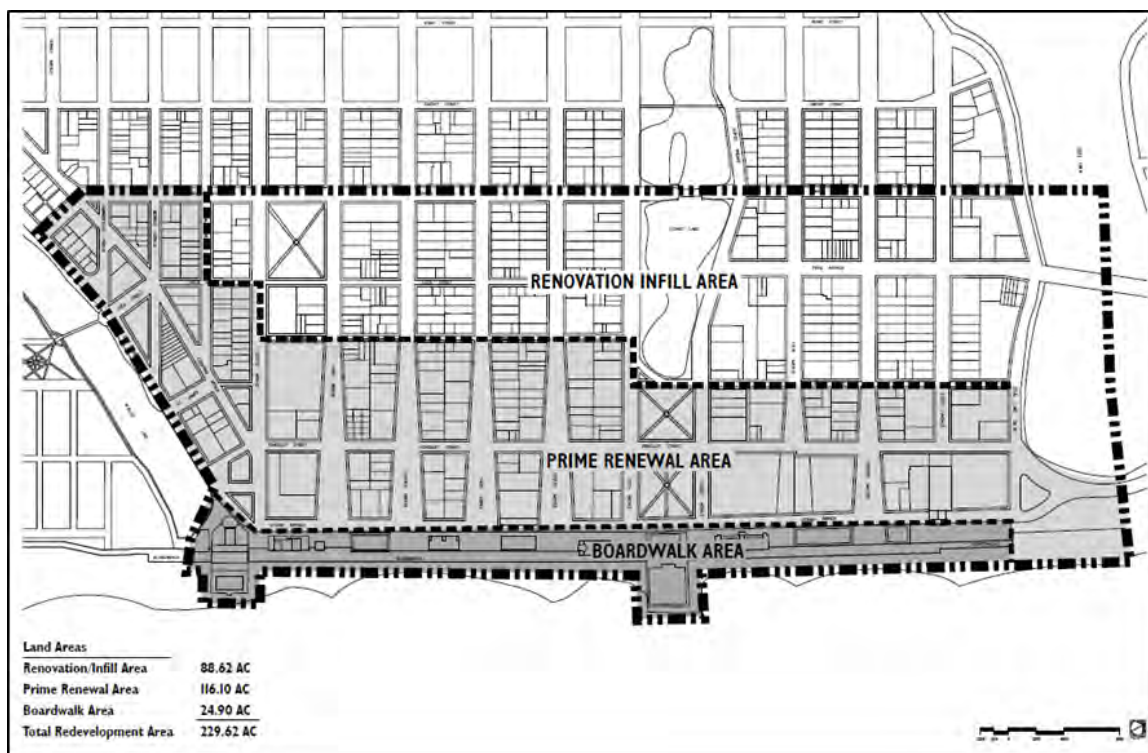
The area of Sunset Lake Park from Grand Avenue eastward to Ocean Avenue are in the Waterfront Redevelopment Area (WRA) and is subject to the development and design regulations outlined in the Asbury Park Waterfront Redevelopment Plan (WRP). The WRP applies to a large amount of land in the City, including the entire Atlantic Ocean waterfront (as shown in Figure 3 below), and includes a number of references to the Sunset Lake Park area.

Figure 3: Waterfront Redevelopment Area (Municipal Context)



As shown in Figure 4 below, the areas between Fifth Avenue and Sunset Avenue spanning from Grand Avenue to Ocean Avenue (Sunset Lake Memorial Park, Atlantic Square Park, and Bradley Park), are located in areas identified by the WRP as the Renovation Infill Area and the Prime Renewal Area. The WRP generally envisions renovation of existing buildings and infill with new construction where appropriate for the Renovation Infill Area. For the Prime Renewal Area, the WRP envisions land assemblage for most land in this area in order to create new larger parcels for new construction. These distinctions are not particularly relevant to the portions of the Sunset Lake Park area, as these properties are municipally owned open space properties and are not envisioned to be redeveloped for private use. However, portions of the park are presumed to be rehabilitated and improved as part of the overall Waterfront Redevelopment Plan and incorporated into the various public infrastructure improvement projects.

Figure 4: Waterfront Redevelopment Area Sub-Areas



The WRP envisions Sunset Lake to be maintained as public open spaces. The plan also identifies necessary improvements for this area, which include:

1. Addition of new ornamental plant material to reinforce existing park elements and to enhance the visual landscape
2. Renovation of turf areas where necessary
3. Installation of irrigation to promote plant growth
4. Dredging of Sunset Lake

This Park Master Plan recommends the consideration of these improvements, where feasible. Regarding the context of urban forestry, the WRP recognizes that public spaces in the WRA are an integral component of the public infrastructure upon which the private redevelopment efforts will be based. It is, therefore, critical that the design of these public landscapes occurs at a level that complements the high standards that are set for the architecture within the WRA. To that end, the WRP recommends the following types of street trees as most appropriate for the areas along Fifth Avenue and Sunset Avenue from Grand Avenue to Ocean Avenue:

Sidewalk:

1. Bloodgood London planetree (*Platanus x acerifolia* “Bloodgood”)
2. Alternate: sycamore maple (*Acer pseudoplatanus*)

Park Area:

1. Hackberry (*Celtis x occidentalis* “Magnifica”)
2. Alternate: tupelo (*Nyssa sylvatica*)

Additionally, the WRP identifies that the oceanfront represents a significant challenge to the successful use and maintenance of plant species. Shade trees around Sunset Lake exhibit slight effects of wind/salt pruning.

4.2 AMENDED AND REINSTATED INFRASTRUCTURE COMPONENT REPORT FOR THE WATERFRONT REDEVELOPMENT AREA

In addition to the WRP, the City has also prepared an Infrastructure Component Report as part of the implementation of the WRP. The Infrastructure Component Report identified a number of existing and recommended planning endeavors that relate to the Sunset Lake Park area and this Park Master Plan, as outlined below.

4.2.1 Planned Site Improvements – Additional Site Improvement Opportunities

The Master Developer and the City recognize the potential for additional site improvements as redevelopment advances within the WRA. These site improvements would be optional and do not constitute obligations of the Master Developer. For example, future opportunities may include improvements to portions of Sunset Lake located within the WRA. These, and any other optional site improvements, shall require the joint approval of the Master Developer and City Council.

4.2.2 Green Building and Infrastructure Techniques

Green building and infrastructure techniques are an important tool for promoting resiliency. They use permeable surfaces (e.g., porous concrete, gravel, mulch, etc.), landscape formations (e.g., channels, depressions), plant material, or other technologies to reduce stormwater runoff by promoting natural infiltration. Their use can promote resiliency by mitigating flooding (i.e., reducing the risk and impact of flooding) and helping Asbury Park quickly recover from storms. In addition, these techniques provide numerous co-benefits,

such as reducing long-term maintenance and operation costs of stormwater infrastructure and capturing runoff pollution (e.g., particulate matter, heavy metals) and preventing their entry into sensitive terrestrial waterways.

The Infrastructure Component Report recommends the following green building and infrastructure techniques as part of future infrastructure and site improvements within the Waterfront Redevelopment Area, including the Sunset Lake Park area:

1. **Downspout Disconnection:** Downspout disconnection refers to the rerouting of rooftop drainage pipes to specialized containment devices (e.g., rain barrels, cisterns) and permeable areas, instead of traditional stormwater drainage systems. This allows stormwater runoff from building roofs not only to infiltrate soil, but also to be collected for later use (e.g., watering lawns and gardens), which reduces demand on public water supplies.
2. **Rain Gardens:** Rain gardens are shallow, vegetated basins that absorb stormwater runoff from impervious surfaces (e.g., rooftops, sidewalks, and streets). Runoff is channeled into rain gardens, and is then used by plants, infiltrated into the ground, and evaporated. They may be installed in a variety of locations and can be an attractive element of site design.
3. **Bioswales:** Bioswales are open, linear channels with vegetation, mulching, or xeriscaping that slow stormwater runoff and attenuate flooding potential while conveying stormwater runoff away from critical infrastructure. While they convey stormwater runoff away from critical infrastructure, their permeable surface permits the natural infiltration of stormwater. They are often used as an alternative to, or enhancement of, traditional stormwater drainage systems.
4. **Permeable Pavements:** Permeable pavements help to reduce stormwater runoff, which improves the quality of terrestrial waters and mitigates flooding. With traditional (i.e., impervious) pavement, stormwater runs into drains and inlets, which places a burden on such infrastructure, and may result in the discharge of pollutants (e.g., sediment, oil, residue, etc.) into terrestrial waters. Permeable pavements, however, infiltrate, treat, or store



rainwater where it falls. Key examples of permeable pavements include pervious concrete, porous asphalt, and permeable interlocking pavers.

5. **Tree Cover:** Increased tree cover in developed areas is an important example of green infrastructure. Trees reduce and slow stormwater by intercepting precipitation in their leaves and branches. In addition, their root systems help to aerate soil, which facilitates natural infiltration of stormwater and reduces runoff. Trees also purify the air, and can help to cool developed areas by providing shade, and through evaporating cooling and increased latent heat flux (i.e., the dissipation of sensible heat).
6. **Living Shorelines:** Living shorelines are an approach to shoreline stabilization that uses wetland plants, submerged aquatic plants, oyster reefs, coir fiber logs, sand fill, and stone to provide shoreline protection and maintain important habitat areas. They offer numerous benefits over hardened structures (e.g., bulkheads and concrete walls), including protection of the riparian and intertidal environments, improvement of water quality via filtration of upland runoff, and creation of habitat for aquatic and terrestrial species.



4.2.3 Dredging of Existing Inland Waterbodies

Much of the City's stormwater system drains into inland waterbodies including Wesley Lake, Sunset Lake, and Deal Lake. Preservation of open space areas within and adjacent to developed areas can help to mitigate the water quality and flooding impacts of stormwater; however, over time these waterbodies fill with sediment and require dredging to maintain capacity. Although siltation devices were installed as part of the stormwater improvements scheduled under the completed storm system infrastructure installations, all direct discharges to the Atlantic Ocean were eliminated. The removal of sediment to address point and nonpoint pollution could help address water quality issues in each of these waterways. Sunset Lake also accepts stormwater from the adjacent neighborhoods. After Hurricane Sandy, the park and the footbridge that crosses the lake were damaged and the footbridge had to be completely reconstructed. With FEMA assistance, the City paid for the footbridge improvement, but the bulkhead surrounding the lake is in disrepair and the overall park should be improved as redevelopment in this general area continues. In 2016, the new Asbury Hotel was constructed on the old Salvation Army property, which is located at the southeast corner of Sunset Lake. As part of the infrastructure component improvements, portions of Sunset Lake, Webb Street, and Fifth Avenue were improved and a riprap overflow from the stormwater system to Sunset Lake was constructed at the corner of Sunset Avenue and Webb Street. In the future, similar infrastructure improvements could also incorporate methods for

detention and water quality improvement so the water bodies do not become negatively affected by redevelopment.

4.2.4 Complete Streets

As of April 2018, the City of Asbury Park embarked on a citywide Complete Streets initiative. Future roadway and site improvements should consider the integration of traffic calming devices, such as curb bump-outs, safe and frequent pedestrian crossings, bicycle lanes and safe accessible public transportation facilities. Specific design concepts for Asbury Park should be based on the City's pending Complete Streets Master Plan and also consult NJ DOT's Complete Streets Design Guide and the Complete Streets Local Policy Workbook, published by Smart Growth America.

4.2.5 Signage and Wayfinding

The City and Master Developer should cooperate on a comprehensive signage and wayfinding program for the WRA, and, to the extent possible, the entire City. A well-defined wayfinding installation will help direct visitors to key destinations within the City, promote a desirable visual environment and advance the economic development of the entire community. The Master Developer may elect to commission a wayfinding program for review and approval by the City Council. Signage and wayfinding installations within the WRA may be integrated with the overall infrastructure improvement program.



SECTION 5 – EXISTING SITE CONDITIONS

5.1 SUNSET PARK

The area identified as Sunset Park in this plan consists of the one block area bound by Sunset Avenue to the north, Bond Street to the east, Fifth Avenue to the south, and Main Street to the west, as shown in Figure 5 below. This park area is characterized by large expanses of lawn with mature stands of trees throughout most of the block, which provide much shade during the summer months. There currently exist multiple pedestrian paths throughout the park that are not maintained. This park area serves as the “gateway” to the remainder of Sunset Lake Park from Main Street and the neighborhoods to the west. Site conditions as of January 2019 are depicted in the photos below.

Figure 5: Aerial Map (Sunset Park)





5.2 SUNSET LAKE BETWEEN BOND STREET AND GRAND AVENUE

This park area is bound by Sunset Avenue to the north, Grand Avenue to the east, Fifth Avenue to the south, and Bond Street to the west, as shown in Figure 6 below. This park area consists of the western half of Sunset Lake, which is bisected north and south by a pedestrian bridge. This portion of the lake is also home to St. John's Island to the east of the pedestrian bridge, and five additional smaller islands to the west of the pedestrian bridge. The southwestern corner of this park area is characterized by large grassy areas with mature stands of trees. The park area is bound by sidewalks on the eastern, southern, and western sides, though there is no sidewalk access along Sunset Avenue. Site conditions as of January 2019 are depicted in the photos below.

Figure 6: Aerial Map (Sunset Lake Betweenj Bond Street and Grand Avenue)





5.3 ST. JOHN'S ISLAND

This park area consists of St. John's Island, which is identified as a separate entity by this plan, as shown in Figure 7 below. St. John's Island is accessible via a pedestrian bridge and small set of steps leading to Grand Avenue. The island is characterized by outdated park furniture amenities such as picnic tables, benches, lighting, refuse receptacles, and a dog waste station. It should be noted that the only access point to the island is from the stairs on Grand Avenue, offering park visitors a level of privacy and seclusion that is unique within the park. There are also multiple mature trees on the island. Site conditions as of January 2019 are depicted in the photos below. One of the primary concerns with St. John's Island is the lack of accessibility for those visitors with disabilities. There is currently no route onto the island that complies with current Americans with Disabilities Act accessibility requirements.

Figure 7: Aerial Map (St. John's Island)





5.4 SUNSET LAKE BETWEEN GRAND AVENUE AND WEBB STREET

This park area is bound by Sunset Avenue to the north, Webb Street to the east, Fifth Avenue to the south, and Grand Avenue to the west, as shown in Figure 8 below. This park area consists of the eastern half of Sunset Lake. The southern portion of this park area is home to Memorial Park, a U.S. Military Veteran's Memorial, characterized by various monuments, a flag pole, and seating areas. The park area is bound by sidewalks on the eastern, southern, and western sides, though there is no sidewalk access along Sunset Avenue. Site conditions as of January 2019 are depicted in the photos below. Some of the existing concerns expressed for this area include establishing a consistent theme while maintaining the original intent of the Memorial Park Area, providing pedestrian access to the north side of the lake, rehabilitation of the lake's aging fountain, and providing enhancements to water quality.

Figure 8: Aerial Map (Sunset Lake Between Grand Avenue and Webb Street)







5.5 ATLANTIC SQUARE PARK AND BRADELY PARK

This park area is bound by Sunset Avenue to the north, Ocean Avenue and the Boardwalk to the east, Fifth Avenue to the south, and Webb Street to the west, as shown in Figure 9 below. Kingsley Street separates Atlantic Square Park to the west and Bradley Park to the east. This park area serves as the “gateway” to the remainder of Sunset Lake Park from the Convention Hall, the Boardwalk, and the beach to the east. As previously identified, both of these park areas are within the area subject to the Waterfront Redevelopment Plan. Both Atlantic Square Park and Bradley Park are planned as open grassy areas with pedestrian pathways connecting the parks’ four corners. Bradley Park is also characterized by the monument at the center focal point of the park. Site conditions as of January 2019 are depicted in the photos below. These two park areas have recently been partially improved by the Master Redeveloper with the installation of new sod, street trees, lighting, and streetscape furniture.

Figure 9: Aerial Map (Atlantic Square Park and Bradley Park)





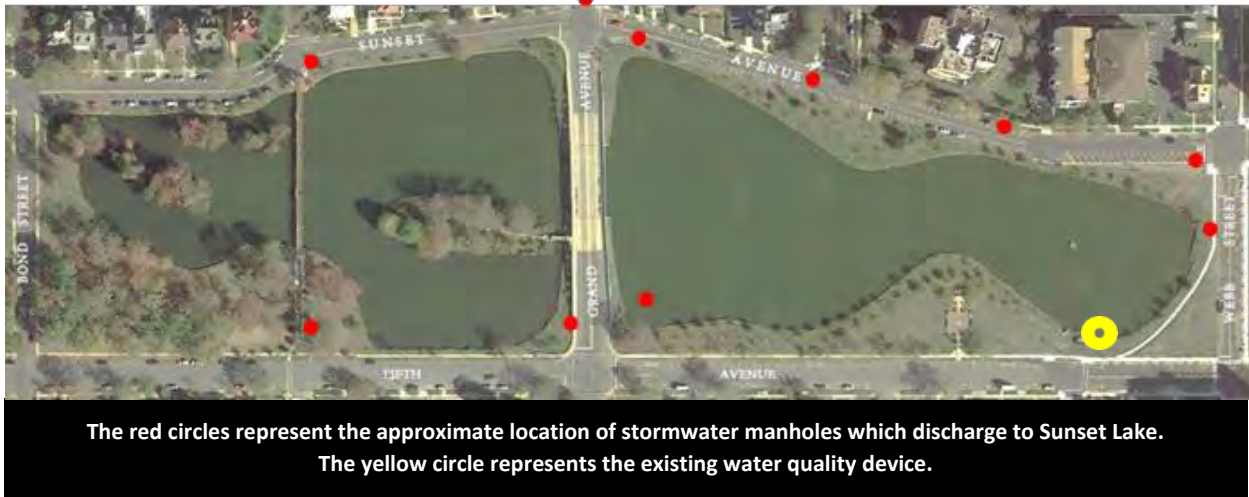
SECTION 6 – RECOMMENDED IMPROVEMENT STRATEGIES

This section outlines a comprehensive recommendation strategy that is envisioned for Sunset Lake Park. The overall conceptual development plan for the park is depicted in Appendix A, with each park sub-area identified separately in the following sub-sections. This plan breaks down the park sub-areas based on geography and the unique features associated with each area. The sub-areas identified in the following sub-sections are as follows:

1. “The Square” (Between Main Street and Bond Street)
2. “The Grove” (Sunset Lake Between Bond Street and Grand Avenue)
3. St. John’s Island
4. Sunset Lake Between Grand Avenue and Webb Street
5. Atlantic Square Park and Bradley Park

In each of the following sub-sections, the relevant portion of the conceptual development plan is depicted as well as a matrix outlining the prevalent constraint/concern/problem, recommended implementation action, and estimated cost. The numbers identified in the matrices below correspond with the numbered items on the concept plan for ease of reference. Additional and other generic or area-wide recommendations that are not specifically numbered on the concept plan are also listed in the matrices.

WATER QUALITY IMPROVEMENTS



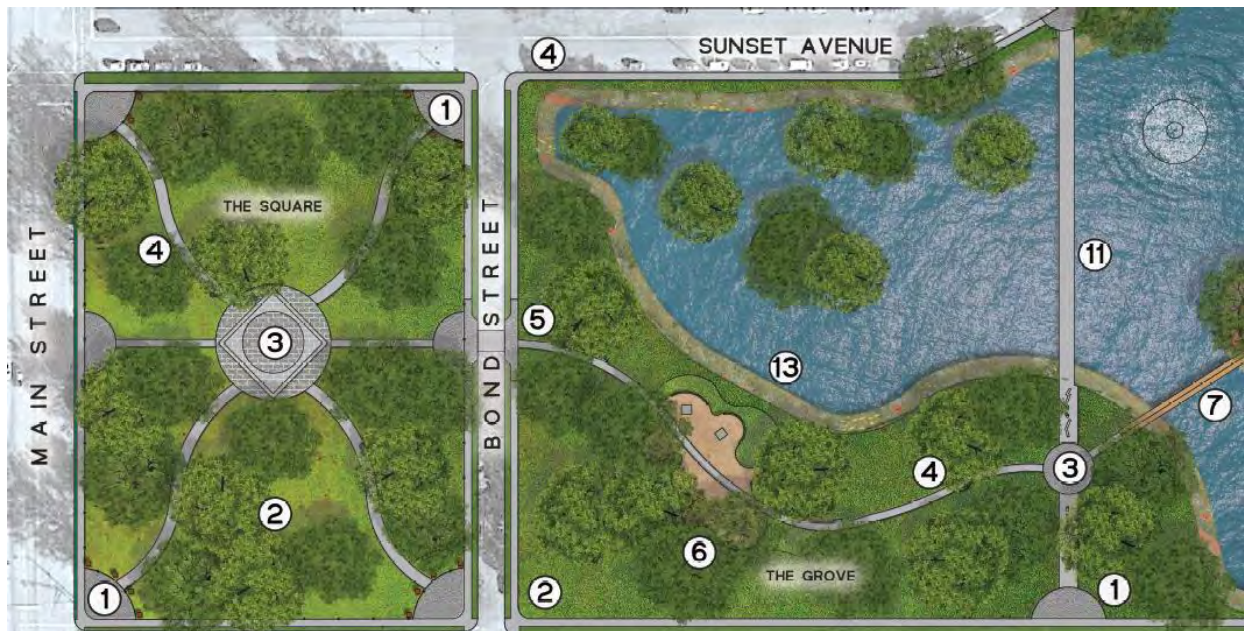
APPROXIMATE COSTS:

- ▶ **Water Quality Devices:**
\$25,000 to \$100,000 each
- ▶ **Dredging:**
\$2,000,000 to \$5,000,000
- ▶ **NJ iBank is a loan program which can assist to fund stormwater improvements of this type.**

Sunset Lake accepts drainage from the surrounding neighborhoods and as a result, water quality has suffered and the lake has developed increased sediment loading. There are substantial benefits to installing water quality devices around the lake at each of the stormwater discharge points. One water quality device and diversion chamber was already installed at Fifth Avenue and Bergh Street as part of the waterfront redevelopment. Other recommended improvements include dredging of Sunset Lake and adding signage to deter the feeding of wildlife. Installation of Living Shorelines will also enhance water quality and deter geese from frequenting the area.

1

PARK ENTRY GATEWAYS



APPROXIMATE COSTS:

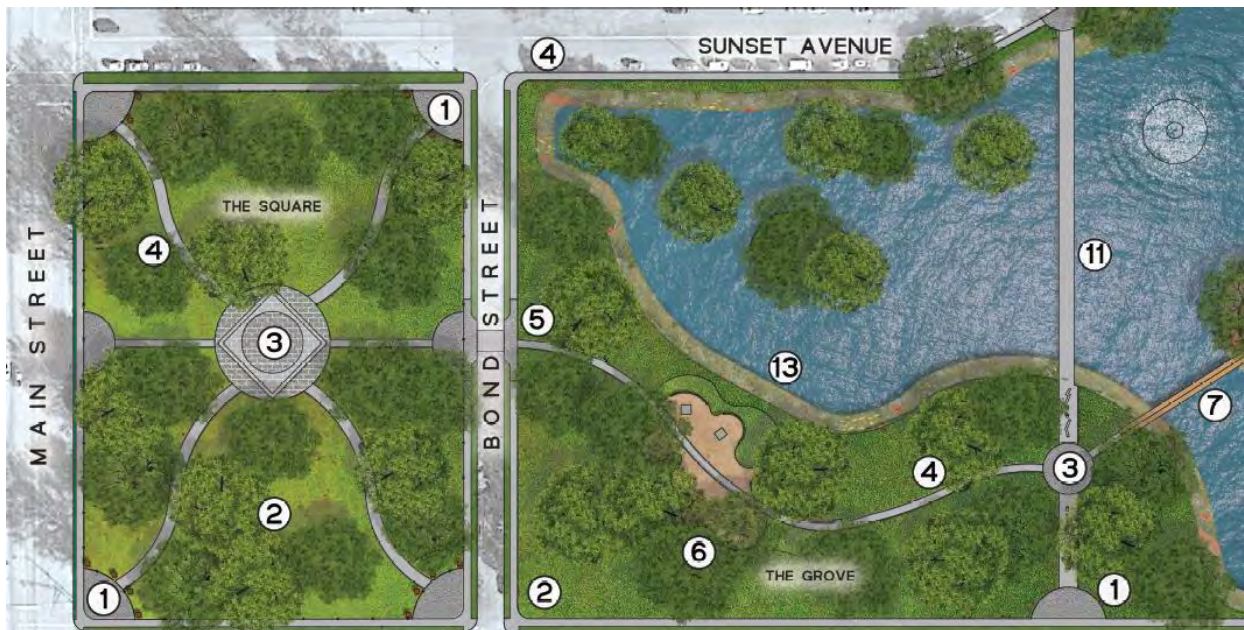
- ▶ **Park Entrance Gateways:**
\$20,000 to \$250,000 each

Corner park entrance gateways provide enhanced connections to the park where none currently exist. The entryway could be structured or floral at key points throughout the park. Potential locations include:

- All corners of The Square
- Fifth Avenue and Emory Street
- Atlantic Square and Bradley Park (concept to tie-in public space)

2

TREE THINNING AREA



APPROXIMATE COSTS:

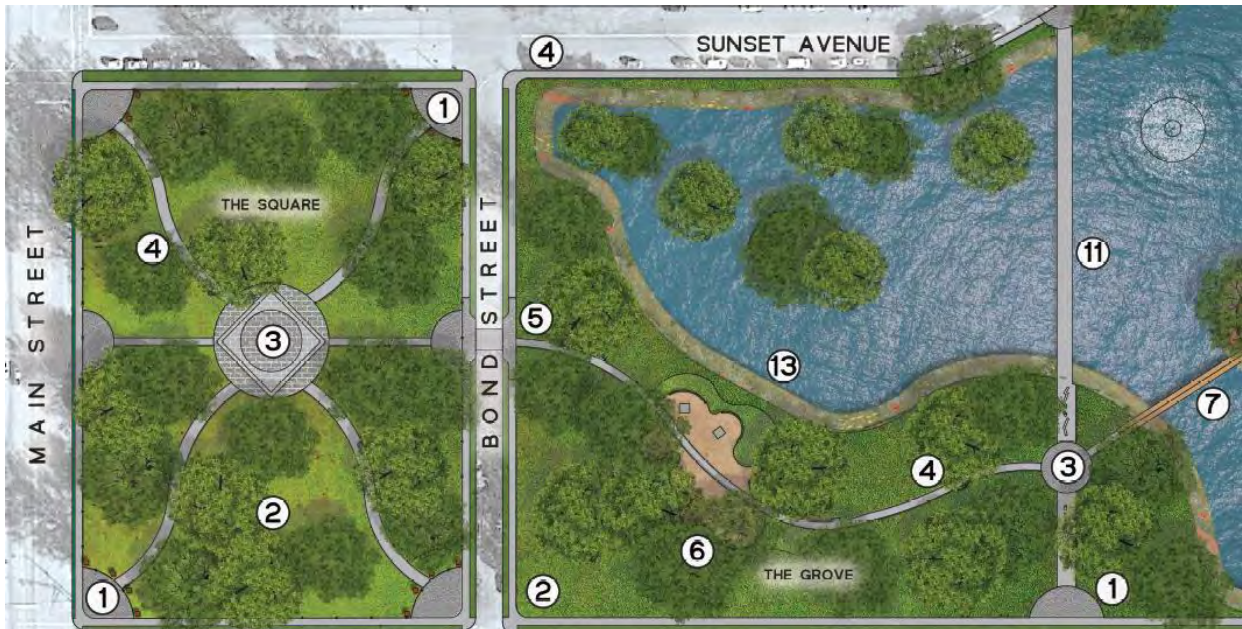
- ▶ **Tree Canopy Thinning/Pruning**
\$3,000 to \$5,000
- ▶ **Tree removal:**
\$1,500 to \$3,000 per tree. This work should be coordinated with the Shade Tree Commission.

Selective pruning of the tree canopy will allow more light to filter to the ground surface and encourage grass growth. Opening up the park by removing select trees in select areas will also make the portions of the park more usable and improve health of the existing trees. Potential locations include:

- The Square
- Fifth Avenue and Bond Street “The Grove”

3

PLAZAS



APPROXIMATE COSTS:

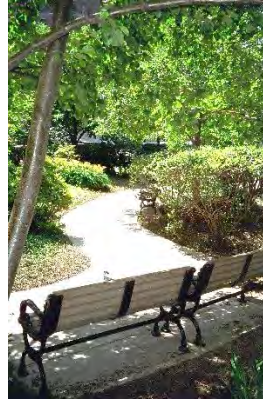
- Plaza Areas:
\$75,000 to \$300,000

Central plazas and community gathering areas create a sense of space where none currently exists. Plazas may incorporate public art, fountains or decorative paver areas for gathering and are typically strategically placed within parks. Potential locations include:

- The Square
- Southern end of existing footbridge
- Existing Veterans Memorial Park

4

NEW SIDEWALKS / PATHS



APPROXIMATE COSTS:

- ▶ **Chip Stone & Gravel: \$25/SY**
- ▶ **Concrete Sidewalk: \$75/SY**
- ▶ **Paver Sidewalk: \$150/SY**
- ▶ **Boardwalk: \$1,000/SY**

Sunset Park has limited walkways and no pedestrian paths on the northern border. Adding walkways for walking or exercising would improve usability of the park. These walkways may be gravel paths, formal sidewalk or boardwalks which allow connectivity and access to key elements within the park. Potential locations include:

- Sunset Avenue between Bond and existing footbridge
- Southwest of Sunset Lake
- Around Memorial Plaza
- The Square

5

NEW PEDESTRIAN CROSSING



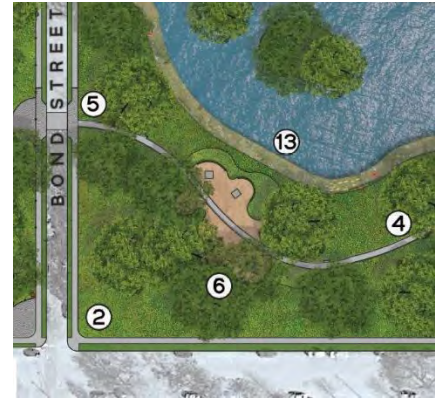
APPROXIMATE COSTS:

- ▶ Raised or Enhanced Pedestrian Crossing: \$50,000 to \$150,000

A new pedestrian crossing utilizing a raised or colored pavement course could be utilized to connect the portion of the park west of Bond Street with the remainder of the park east of Bond Street. It would also enhance pedestrian safety by slowing vehicular traffic on Bond Street.

6

SEATING / PUBLIC ART SPACE



APPROXIMATE COSTS:

- ▶ Individual Bench:
\$2,000 each
- ▶ Larger Seating Areas /
Structures:
\$50,000 to \$150,000

Additional enhanced and more dynamic seating areas allow for the quiet enjoyment of the park and encourage park use by visitors of all types. Seating areas can take many shapes and forms, they can be single benches spread throughout or larger seating areas grouped together. There are numerous viewsheds throughout Sunset Park that would benefit from additional seating and when seating is paired with public art or sculpture it enhances the overall space. Potential locations include:

- Designated seating area in the Southwest corner of Sunset Lake
- Along walkways
- Adjacent to plaza areas

7

NEW FOOTBRIDGE



APPROXIMATE COSTS:

- **New Pedestrian Footbridge:**
\$300,000 to \$500,000

Some historical postcards referenced a second footbridge to St. John's Island. Currently the only access point to St. John's Island is by a staircase off of Grand Avenue, which is not an ADA accessible route. A second footbridge could be created as an ADA accessible route so the Island could be utilized by all visitors regardless of physical abilities. Currently the Island is under-utilized and would benefit from enhanced access for outdoor events.

8

TRELLIS



APPROXIMATE COSTS:

- **Trellis:**
\$50,000 to \$200,000

Installation of a trellis or shade structure creates dimension for gathering spaces and can incorporate a green component for added life.

- St. John's Island
- Veteran's Memorial Area

9

ALTERNATIVE ADA ACCESS TO ST. JOHN'S ISLAND



Existing Conditions

APPROXIMATE COSTS:

- **Pedestrian Route:**
\$150,000 to \$300,000

Should a second footbridge to St. John's Island become infeasible, an alternative route could be proposed along Grand Avenue for the purpose of providing an ADA accessible route for visitors. The path would be a combination of sidewalk, pavers and a small pre-fabricated bridge structure.

10

NEW BOARDWALK PROMENADE / PIER



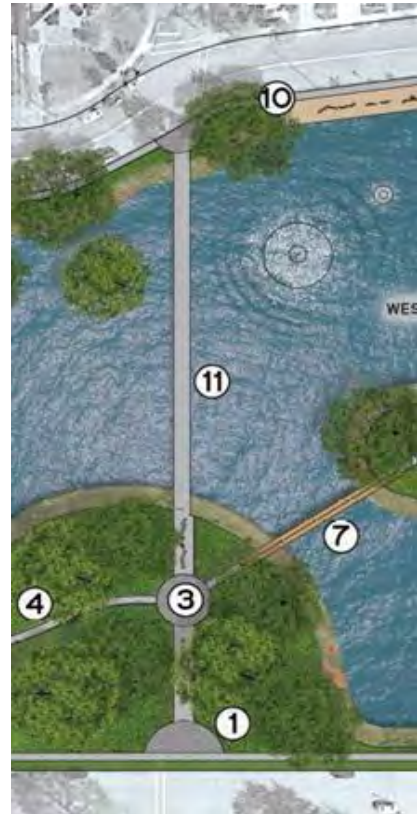
APPROXIMATE COSTS:

- ▶ **Boardwalk: \$1,000/SY**
Project cost between
\$500,000 and \$650,000

Along the northern portion of Sunset Lake between the existing footbridge and Grand Avenue there is limited space for a separate walkway; however, a new boardwalk in this area would allow for perimeter linkage around Sunset Lake and also access to the waterfront. If a living shoreline is proposed, this boardwalk or pier would also create a place for fishing and ADA access for those with physical limitations.

11

EXISTING FOOTBRIDGE



APPROXIMATE COSTS:

- ▶ **Enhanced Landscaping:**
\$15,000 to \$30,000
- ▶ **Irrigation:**
\$50,000

Many historical postcards and photographs depict formal gardens and enhanced landscaping throughout Sunset Park. While it is difficult to maintain elaborate landscaping, one area which could specifically be targeted for some additional plantings is adjacent to the existing footbridge. To reduce costs, a community day could be planned to have labor performed by volunteers; however, plantings should be well thought out and not haphazardly placed.

12

SPRAY FOUNTAINS



APPROXIMATE COSTS:

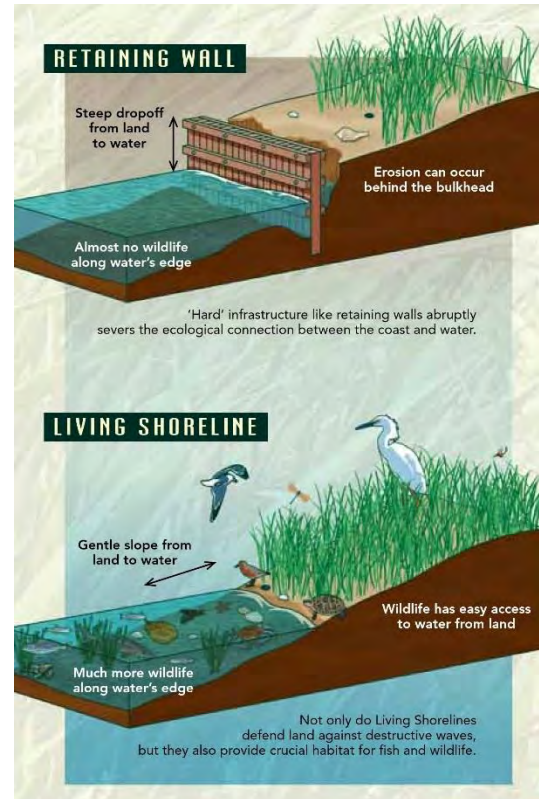
- ▶ **Single Aerator:**
\$5,000
- ▶ **Fountain:**
\$20,000 to \$100,000

Development of costs for an extensive coordinated system would require additional investigation and feasibility but should not be considered prior to dredging of Sunset Lake.

Aerators help in improving water quality by recirculating water throughout the lake. Unfortunately, the shallowness of the lake has inhibited the operation and benefits of the existing lake aerators. That said; however, aerators can serve as decorative spray fountains with dancing lights and visual imagery. Also, water features do not need to be tied exclusively with Sunset Lake and can be used in designated plaza areas. One idea would be to place several aerators throughout Sunset Lake and have them wirelessly communicate back to one control device so they are synchronized and “dance” at pre-set times or to music.

13

LIVING SHORELINE



APPROXIMATE COSTS:

- **Living Shoreline:**
~\$100/LF for a total cost between \$400,000 and \$600,000 for one mile of shoreline restoration

These costs could be incorporated into a stormwater improvement loan from NJ iBank or a park improvement project with funding by Green Acres.

The existing bulkhead is in poor condition and changes from various materials around the lake. Introducing a living shoreline throughout much of Sunset Lake would provide numerous benefits to both water quality and management of wildlife. It is also a preferred method of shoreline protection by the New Jersey Department of Environmental Protection. One negative to introducing a living shoreline is that it prohibits access in and out of the lake by boaters/kayakers and fishermen; therefore, consideration should be made in other areas of Sunset Lake to accommodate these uses.

If dredging of Sunset Lake is considered in the near future, it is recommended that creating a living shoreline be done after that work.

14

ENHANCED MEMORIAL PLAZA



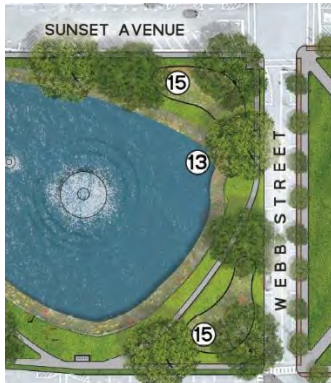
APPROXIMATE COSTS:

- ▶ Enhanced Plaza
- ▶ Landscaping & Plantings \$10,000 to \$20,000
- ▶ Paver Plaza \$50,000 to \$75,000
- ▶ Sidewalk/Walkways \$30,000 to \$50,000
- ▶ Refresh Park Identification Signage \$300-\$2,000
- ▶ Lawn Restoration \$50,000 to \$100,000

Veteran's Memorial Plaza is a key element of Sunset Park; however, it is minimally utilized and could benefit from some minor enhancements that do not detract of the site's original historic intent and design layout. Some recommendations include pedestrian connections to other areas of the park, enhanced landscaping and perhaps a trellis feature that might encourage use of this area by more visitors. The existing sign at this location is in poor condition and should be replaced.

15

BIOFILTRATION AREA



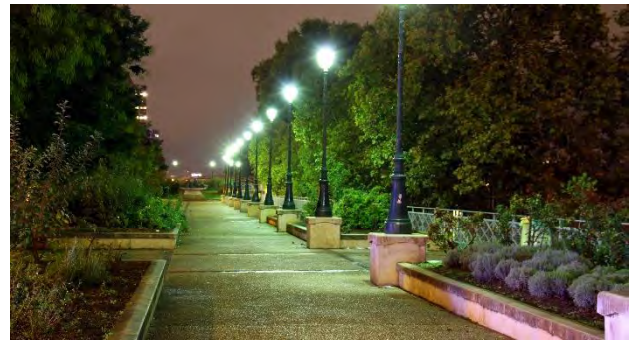
APPROXIMATE COSTS:

- **Biofiltration Area**
\$30,000-\$100,000

Much of the cost for installing biofiltration areas is labor associated with plantings; therefore, if done as a community project with volunteer labor a huge savings can be substantiated

There is an existing overland swale from the intersection of Sunset Avenue and Webb Street to Sunset Lake. This area in the upper, north-east corner of Sunset Lake and around to the south-east corner of Sunset Lake would be an ideal location for a biofiltration area (raingarden). Unfortunately, it would be extremely expensive to re-route all of the existing stormwater piping into this region; however, it would be relatively inexpensive to route overland surface runoff from the roadway into this region. This would prevent a direct discharge of roadway into the lake and create a buffer and filter for stormwater runoff.

SITE LIGHTING



APPROXIMATE COST:

- ▶ **Lamp Post:**
\$2,000 to \$5,000
- ▶ **Bollard Fixture**
\$500 to \$800

Site lighting must include conduit and electric services for each installation so further evaluation is needed to finalize project costs; however, lighting may be broken into phases.

Sunset Park is not well lit and in some areas this inhibits its use after dusk. In addition, there are approximately seven different types of light fixtures throughout the park and surrounding areas. Unfortunately, Sunset Park extends through three different land development zones with different zoning standards, specifically the Waterfront Redevelopment Area which has very specific lighting requirements. It was suggested that further discussion be held specifically to select lighting options so as development of the park occurs, selection of lighting options is pre-determined by region.



SUNSET LAKE PARK MASTER PLAN



T&M ASSOCIATES

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RESOLUTION NO. 2019-273

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

RESOLUTION AUTHORIZING THE PURCHASE OF ELECTRICITY AND NATURAL GAS

WHEREAS, the City of Asbury Park has determined to move forward with the EMEX Reverse Auction in order procure natural gas and electricity for the City owned property and street lights; and

WHEREAS, the Local Unit Technology Pilot Program and Study Act (P.L. 2001, c. 30) (the “Act”) authorizes the purchase of electricity supply service for public use through the use of an online auction service; and

WHEREAS, the City of Asbury Park utilized the online auction services of EMEX, LLC, an approved vendor pursuant to the Act, waiver number EMEX LLC-1, located at www.energymarketexchange.com; and

WHEREAS, EMEX, LLC is compensated for all services rendered through the participating supplier that a contract is awarded to; and

WHEREAS, the auction has been conducted pursuant to the Act on July 24, 2019 for street lighting; and

WHEREAS, the City received a low bid of MP2 Energy; and

WHEREAS, the contract lengths shall be for two years commencing on February 2020; and

WHEREAS, the winning bids will result in an approximate savings, depending on energy usage of \$9,000.00 annually; and

WHEREAS, the City Manager is hereby authorized to sign any and all paperwork associated with the energy auction.

WHEREAS, the contract shall be publicly available for inspection upon all signatures being obtained.

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

Asbury Park do hereby authorized to the execution of a contract for electricity proffered by the MP2 Energy in the EMEX Reverse Auction.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-273 which was finally adopted by the City Council at a meeting held on the 24th day of July, 2019

CERTIFIED BY ME THIS 24th DAY OF July, 2019.

MELODY HARTSGROVE
DEPUTY CITY CLERK



RESOLUTION NO. 2019-258

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

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY PARK TO ENTER INTO A SUBSEQUENT DEVELOPER AGREEMENT WITH REGIONAL DEVELOPMENT GROUP, LLC FOR THE DEVELOPMENT OF PROPERTY LOCATED AT BLOCK 3901, LOT 11 (215 FIRST AVENUE)

Whereas, the *New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq.* (the “**Act**”) authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of redevelopment; and

Whereas, the Act confers certain contract, planning and financial powers upon a redevelopment entity, as defined at Section 3 of the Act, in order to implement redevelopment plans adopted pursuant thereto; and

Whereas, the City has elected to exercise these redevelopment entity powers directly, as permitted by Section 4 of the Act; and

Whereas, on June 5, 2002, the City adopted the “Asbury Park Waterfront Redevelopment Plan (Plan IV)” (as amended and supplemented from time to time, the “**Redevelopment Plan**”, a copy of which is on file with the City Clerk) with respect to the “Asbury Park Waterfront Redevelopment Area,” as defined in the Redevelopment Plan (the “**Redevelopment Area**”); and

Whereas, pursuant to the Act, including Section 8 thereof (*N.J.S.A. 40A:12A-8*), a municipality is permitted to contract with a redeveloper to develop redevelopment projects pursuant to a redevelopment plan within an area in need of redevelopment, as all such terms are defined in the Act; and

Whereas, the City and Asbury Partners, LLC (the “**Master Developer**”) entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002 (as the same may be amended and supplemented in accordance with its terms, the “**Redeveloper Agreement**”, a copy of which is on file with the City Clerk); and

Whereas, the City Council on June 14, 2018 amended the Waterfront Redevelopment Plan and the Redeveloper Agreement to permit development on lots of 15,000 square feet or more and permit an Entity other than the Master Developer to enter into a subsequent redeveloper’s agreement with the City; and

Whereas, the City, the Master Developer, and Regional Development Group, LLC, with

offices at 701 Route 70 E, Building I, Marlton, NJ 08053,(the “**Entity**”) desire to enter into a Subsequent Developer Agreement to set forth the obligations of both the City and the Entity with respect to the Project; and

Whereas, pursuant to the Redeveloper Agreement and the Redevelopment Plan, the Entity intends to develop approximately 24 residential condominium units (the “**Units**”) in accordance with a presentation (Exhibit A) to the municipal council on December 27, 2018 acting as Redevelopment Agency of the proposed development (the “**Project**”) on property identified as Block 3901, Lot 11 on the tax maps of the City and located in the Redevelopment Area (the “**Project Site**”); and

Whereas, pursuant to Sections 2.0 and 9.1 of the Redeveloper Agreement, the City’s Governing Body acting as a redevelopment entity pursuant to *N.J.S.A. 40A:12A-4* must first approve the Entity as a Subsequent Developer of the Project on the Project Site; and

Whereas, the governing body desires to designate Regional Development Group LLC as developer and enter into the Subsequent Developer Agreement attached as Exhibit B with the Entity for the development of 24 residential units as depicted in Exhibit A; and

Now, Therefore, Be It Resolved by the Municipal Council of the City of Asbury Park, The City of Asbury Park designates Regional Development Group LLC as a subsequent developer and shall enter into a Subsequent Redeveloper Agreement with Regional Development Group, LLC (Exhibit B) for the development of 215 First Avenue, Block 3901, Lot 11 as shown on the tax maps of the City of Asbury Park for the development of 24 residential units.

Section 1. **Recitals.** The recitals are fully incorporated herein.

Section 2. **Approval of the Agreement.** The Subsequent Developer Agreement in substantially the form attached hereto as Exhibit B is hereby approved.

Section 3. **Execution of the Agreement.** The Mayor of the City of Asbury Park, in the County of Monmouth (the "Mayor" and together with the City Manager and Chief Financial Officer of the City, an "Authorized Officer") is hereby authorized and directed, upon the receipt from the Master Developer and the Entity of executed counterparts, and upon satisfaction of all the legal conditions precedent to the execution and delivery by the City of the Subsequent Developer Agreement as determined by the Authorized Officers in consultation with counsel to the City, to execute the Agreement in the form attached hereto as Exhibit B and with such changes, insertions and omissions thereto as the Mayor, after consultation with counsel to the City and redevelopment counsel to the City, deems in the Mayor’s sole discretion to be necessary or desirable for the execution thereof, which authorization thereof shall conclusively evidence the Mayor’s consent to any such changes thereto.

Section 4. **Attestation and Sealing of the Agreement.** The Clerk of the City is hereby authorized and directed, upon the execution of the Subsequent Developer Agreement in accordance with the terms of Section 3 hereof, to attest to the signature of the Mayor upon such document and is hereby further authorized and directed thereupon affix the corporate seal of the City upon such document.

Section 5. **Implementation of the Agreement.** Upon the execution and attestation and placing of the seal on the Agreement as contemplated by Sections 3 and 4 hereof, the

Authorized Officers are hereby authorized and directed to (i) deliver the fully executed, attested and sealed document to the other parties thereto and (ii) perform such other actions as the Authorized Officers deem necessary or desirable in relation to the execution and delivery of the Agreement.

Section 6. **Payment of Outstanding Costs.** This Resolution shall be effective immediately upon execution, subject to the condition of Subsequent Developer's full payment of any outstanding costs related to the review of the Project and the negotiation and preparation of the Subsequent Developer Agreement, together with the payment of any outstanding taxes, payments or other monies which may be due and owing to the City of Asbury Park.

Section 7. That a certified copy of this Resolution shall be provided to each of the following:

- a. Michael N. Capabianco City Manager;
- b. Michele Alonso, Director of Planning and Redevelopment
- c. Kevin Kennedy, Esq. Attorney for Regional Development Group, LLC
- d. Frederick C. Raffetto, Esq., City Attorney

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-258 which was finally adopted by the City Council at a meeting held on the 24th day of July, 2019

CERTIFIED BY ME THIS 25th DAY OF July, 2019.

MELODY HARTSGROVE
DEPUTY CITY CLERK

DECLARATION OF COVENANTS AND RESTRICTIONS

This Declaration of Covenants and Restrictions (“Declaration”), is made this _____ day of _____, 2019, by Regional Development Group, LLC, having its office at 701 Route 70E, Building I, Marlton, NJ 08053 (the “Entity”)

FOR THE BENEFIT OF

The City of Asbury Park, a municipal corporation of the State of New Jersey with offices at 1 Municipal Plaza, Asbury Park, New Jersey, 07712 (the “City”) acting in the capacity of a redevelopment agency for the City of Asbury Park, New Jersey; and such other persons and parties entitled to enjoy the benefits and protections of the covenants and restrictions hereof and to enforce the obligations of the Entity hereunder.

WITNESSETH:

WHEREAS, the *New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq.* (the “**Act**”) authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of redevelopment; and

WHEREAS, on June 5, 2002, the City adopted the “Asbury Park Waterfront Redevelopment Plan” (as amended and supplemented from time to time, the “**Redevelopment Plan**”) with respect to the “Asbury Park Waterfront Redevelopment Area,” as defined in the Redevelopment Plan (the “**Redevelopment Area**”); and

WHEREAS, the City and Asbury Partners, LLC (the “**Master Developer**”) entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002, which provides, among other things, that the Master Developer shall be responsible for the redevelopment of the properties governed by the Redevelopment Plan, which redevelopment it may to undertake itself, or through agreements with selected subsequent developers on a “block-by-block” basis; and

WHEREAS, in 2018 the City amended the Redevelopment Plan to provide for the redevelopment of individual properties within the Redevelopment Area, provided certain criteria are met, including the designation of the person or the Entity wishing to redevelop a property as a subsequent developer; and

WHEREAS, on June 13, 2018, the City adopted the First Amendment to the “Amended and Restated Redeveloper and Land Disposition Agreement” (the “**First Amendment**” and the “**Amended and Restated Redeveloper and Land Disposition Agreement**” together shall be referred to as the “**Redeveloper Agreement**”, a copy of which is on file with the City Clerk), which set forth the City and Master Developer responsibilities with regard to the selection and designation of subsequent developers; and

WHEREAS, pursuant to the Redevelopment Plan and the Redeveloper Agreement, as amended, “any owner, purchaser, assignee or transferee of all or part of any property within the [Redevelopment] Area that is subject to the provisions of the Amended [Redevelopment] Plan” may seek to be designated as a subsequent developer by submitting a subsequent developer application to the Master Developer and the City, along with any escrow and application fees required by the City; and

WHEREAS, the Entity is the owner of property identified as Block 3901, Lot 11 on the tax maps of the City and located at 215 First Avenue in the Redevelopment Area (the “**Project Site**”) and intends to redevelop the Project Site with twenty-four (24) residential condominium units (the “**Project**”); and

WHEREAS, the City, the Master Developer, and the Entity have entered into that certain Subsequent Developer Agreement (the “**Subsequent Developer Agreement**”) which memorializes the terms and conditions by which the Entity will implement and carry out the Project; and

WHEREAS, pursuant to the Subsequent Developer Agreement, the Entity agreed to certain covenants governing the Entity’s (i) use of the land on which the Project will be constructed (the “**Project Site**”) (ii) construction of the Project and (iii) indemnification of the City and its officers, agents, employees, contractors, and consultants (hereinafter the “**Indemnified Parties**”); and

WHEREAS, the Subsequent Developer Agreement requires that such Covenants be memorialized in a Declaration of Covenants, and Restrictions and that said declaration be recorded against the Hotel Site by the Entity in the office of the Monmouth County Register,

NOW, THEREFORE, the Entity declares that the Project and the Project Site as defined above and such additions thereto as may hereinafter be made in accordance herewith, is and shall be held, transferred, sold, conveyed, leased, occupied, and used subject to the covenants, conditions, charges, and obligations hereinafter set forth in this Declaration:

Section 1. General. The foregoing whereas clauses are hereby incorporated in this section 1 as if fully set forth at length.

Section 2. Definitions. Defined terms not otherwise defined herein shall have the meaning assigned to such terms in the Subsequent Developer Agreement, a fully executed copy of which shall be on file in City Hall.

Section 3. The Entity's Covenants. In accordance with the terms of the Subsequent Developer Agreement, the Entity expressly covenants and agrees as follows:

(a) The Entity shall construct on the Project Site only the uses as established in the Redevelopment Plan and as approved by the Planning Board.

(b) The Entity shall not sell, lease or otherwise transfer all or any portion of the Project Site unless an initial Certificate of Occupancy has been issued for the Project or as otherwise permitted in accordance with the Financial Agreement, provided that nothing contained herein shall prohibit the Entity from entering into contracts for such purposes.

(c) The Entity shall keep the Project Site free from any substantial accumulation of debris or waste materials generated as a result of the Project and shall maintain in good condition any landscaping required to be planted on the Project Site pursuant to the Final Site Plan. Additionally, the Entity shall keep the areas immediately surrounding the Project Site, such as public roads, sidewalks, etc. free from any accumulation of debris or waste materials generated as a result of the Project and any such debris shall be removed at the end of each work day, or sooner in the case of public safety, as directed by the City Manager.

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(d) The Entity shall, in connection with its use or occupancy of the Project, not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the Project Site or any building or structure erected or to be erected thereon is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, sexual orientation, gender identity, sex or familial status, and the Entity, its successors and assigns, shall comply with all Applicable Laws prohibiting discrimination or segregation by reason of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status.

(e) The Entity shall, in order to effectuate the purposes of the Subsequent Developer Agreement, make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and in general do all things which may be reasonably requisite or proper for the construction and development of the Project in accordance with the Final Site Plan, the Subsequent Developer Agreement, the Redevelopment Plan, and Applicable Law.

(f) The Entity shall, upon completion of construction of the Project, obtain all Governmental Approvals required, if any, authorizing the occupancy and use of the Project for the purposes contemplated hereby.

(g) The Entity shall not suspend or abandon or discontinue the performance of its obligations under the Subsequent Developer Agreement for a period of more than sixty (60) consecutive days, provided, however, that a suspension of the performance of its obligations under the Subsequent Developer Agreement shall be permitted for the reasons set forth in Section 4.06 of the Subsequent Developer Agreement.

(h) The Entity shall cause the Project to be developed, financed, constructed, operated and maintained without any cost or expense to the City.

(i) The Entity shall develop, finance, construct, operate and maintain the Project on the Project Site consistent with Applicable Laws, Government Approvals, the Redevelopment Plan, and the Subsequent Developer Agreement.

(j) The Entity shall not encumber, hypothecate or otherwise use the Project Site, or any part thereof as collateral for any transaction unrelated to the Project.

(k) The Entity shall use commercially reasonable efforts to diligently undertake the financing, construction, development, operation, and maintenance of the Project during the period between the Commencement of Construction and Completion of Construction of the Project in accordance with the deadlines or timeframes for completion of Project activities as set forth in this Subsequent Developer Agreement.

(l) **Opportunities for Local Residents during Construction.** The Entity shall make a good faith effort, as same is defined in the Subsequent Developer Agreement, to encourage twenty (20) percent local resident participation in the construction of the Project.

(m) **Opportunities for Women and Minorities in Construction Jobs:** The Entity shall make good faith efforts, as same are defined in the Subsequent Developer Agreement, to encourage women and minority participation in the construction of the Project.

(n) The Entity shall construct the Project in conformance with CAFRA Permit number 1303-03-0001.2, issued by the New Jersey Department of Environmental Protection on March 26, 2004, as subsequently modified, and shall not seek any further modification of the CAFRA Permit.

(o) The Entity shall record the Declaration of Restrictions in the office of the Monmouth County Clerk.

(p) The Entity shall indemnify the City as set forth in Section 9.11 of the Subsequent Developer Agreement.

(q) The Entity shall provide all information, and shall execute all certificates or other documents, reasonably required in connection with the initial issuance of the RABs or required on a continuing basis in connection with the RABs. Such information shall include, but shall not be limited to, all representations, warranties, covenants and disclosures reasonably required pursuant to Applicable Laws, including, without limitation, the Act, limited liability company authorization law, RAB Law, federal and state income tax and securities laws, and in connection with the initial or re-sale of the RABs, or otherwise. The covenants of the Entity in this Section 3(q), including, without limitation, the requirement to provide information reasonably required in connection with any re-sale of the RABs, shall survive the termination of the Subsequent Developer Agreement, and shall only terminate at such time as no RABs remain outstanding.

(r) The Entity, and not the Master Developer, shall pay the Deficiency Amount (as defined in the Infrastructure Ordinance), if any, and the Special Assessment Agreement shall provide as such. The Entity's obligation to pay the Deficiency Amount

shall survive the termination of the Subsequent Developer Agreement. The Deficiency Amount, if any, shall be payable by the Entity within thirty (30) days following the sale of the final Unit, and shall be payable if and to the extent that the Actual Pledged Special Assessment is less than the Projected Pledged Special Assessment, and shall be used to redeem all or any portion of the RABs, such that the Actual Pledged Special Assessment shall be sufficient to pay the debt service and other charges applicable to the remaining aggregate principal amount of RABs (after redemption caused by payment of the Deficiency Amount) as same shall come due through maturity. Notwithstanding the foregoing, the Parties may agree to a different Deficiency Amount and/or payment mechanism, but only if agreed to in writing by all Parties and the terms of which shall be set forth in the indenture for the RABs.

(s) The Entity shall ensure that any agreements with its lessees or assigns shall reflect the covenants set forth herein.

Section 4. The Encumbered Lands. The lands and premises (together with the improvements to be constructed thereon) which are intended to be encumbered by this Declaration consist of the Project Site which consists of Block 3901, Lot 11 on the tax maps of the City, and as more particularly described in the metes and bounds description attached hereto as Exhibit A [*to provide legal description*].

Section 5. Effect and Duration of Covenants. The Entity hereby acknowledges that this Declaration shall be recorded, imposing on the Project Site the covenants provided in this Declaration, provided, however, that such covenants shall be binding on the Entity itself, each successor in interest to the Project, the Project Site, or any part thereof, and each party in possession or occupancy, respectively, only for such period as the Entity or

such successor or party shall have title to, or an interest in, or possession or occupancy of the Project Site, the Project or any part thereof. The covenants provided herein shall run with the land and shall cease and terminate when a Certificate of Completion for such improvements has been issued, except that the covenants set forth in Section 3(q) and Section 3(r) shall survive the termination of the Subsequent Developer Agreement, and shall only terminate at such time as no RABs remain outstanding.

Section 6. Indemnity. The Entity shall comply with the provisions set forth in Section 9.11 of the Subsequent Developer Agreement entitled INDEMNIFICATION. The Indemnity shall survive the termination of the Subsequent Developer Agreement and shall run with the land, provided, however, that the Indemnity shall be binding on the Entity itself, each successor in interest to the Project, the Project Site, or any part thereof, and each party in possession or occupancy, respectively, only for such period as the Entity or such successor or party shall have title to, or an interest in, or possession or occupancy of the Project Site, the Project Improvements or any part thereof.

Section 7. Binding Effect and Enforcement. This Declaration shall inure to the benefit of the City, its legal and personal representatives, successors and assigns, and such other persons and parties entitled to enjoy the benefits and protections of the covenants and restrictions hereof and to enforce the obligations of the Entity hereunder. This Declaration and the covenants and restrictions imposed upon the Project Site hereunder shall be enforceable by the City, and such other persons and parties entitled to enforce the provisions of the Subsequent Developer Agreement against the Entity.

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(remainder of page is intentionally blank)

Attachment: Exhibit 1- Declaration of Covenants and Restrictions (259644-2x9DC53) (2019-258 : Subsequent Developer Agreement Regional

EXECUTION COPY

(Signature page to Declaration of Covenants and Restrictions)

Regional Development Group, LLC

By: _____
 , Managing Member

STATE OF NEW JERSEY :
 :ss:
 COUNTY OF _____:

BE IT REMEMBERED, that on this ___ day of _____, 2019 before me, the subscriber, an officer duly authorized pursuant to N.J.S.A. 46:14-6 to take acknowledgments for use in the State of New Jersey, personally appeared _____, who acknowledged under oath, to my satisfaction, that this person (or if more than one, each person): (a) is the managing member of . Regional Development Group, LLC, the New Jersey limited liability company named in the within instrument and is authorized to sign the within instrument on behalf of the limited liability company; and (b) as such member or manager, signed, sealed and delivered this instrument as the voluntary act and deed of the limited liability company, made by virtue of authority from all of its members.

 Notary Public

Exhibit A

(Legal Description)

215 FIRST AVE - Bond Sales Pricing							
Description	Specs		Square Feet		Bond Sales Pricing		Notes
	Beds	Baths	Indoor	Terrace/Deck	Price PSF	Sale Price	
Unit 2A	3	3	2,000	240	\$300	\$599,370	Front corner duplex unit
Unit 2B	3	3	1,840	240	\$323	\$593,970	Front inner duplex unit
Unit 2C	3	3	1,842	240	\$322	\$593,970	Front inner duplex unit
Unit 2D	3	3	1,993	240	\$301	\$599,370	Front corner duplex unit
Unit 2E	2	2	1,295	225	\$320	\$413,970	
Unit 2F	2	2	1,090	225	\$330	\$359,970	
Unit 2G	2	2	1,092	225	\$330	\$359,970	
Unit 2H	2	2	1,300	225	\$318	\$413,970	
Unit 3A	2	2	1,226	120	\$377	\$461,970	
Unit 3B	1.5	2	1,250	120	\$365	\$455,970	
Unit 3C	1.5	2	1,251	120	\$364	\$455,970	
Unit 3D	2	2	1,222	120	\$378	\$461,970	
Unit 3E	2	2	1,295	120	\$354	\$458,970	
Unit 3F	1.5	2	1,246	120	\$349	\$434,970	
Unit 3G	1.5	2	1,250	120	\$348	\$434,970	
Unit 3H	2	2	1,302	120	\$353	\$458,970	
Unit PHA	3	3	1,624	120	\$471	\$764,970	Front corner penthouse unit
Unit PHB	2.5	3	1,650	120	\$460	\$758,970	Front inner penthouse unit
Unit PHC	2.5	3	1,651	120	\$460	\$758,970	Front inner penthouse unit
Unit PHD	3	3	1,622	120	\$473	\$767,970	Front corner penthouse unit
Unit PHE	3	3	1,695	120	\$450	\$761,970	Rear corner penthouse unit
Unit PHF	2.5	3	1,646	120	\$450	\$740,970	Rear inner penthouse unit
Unit PHG	2.5	3	1,649	120	\$449	\$740,970	Rear inner penthouse unit
Unit PHH	3	3	1,704	120	\$447	\$761,970	Rear corner penthouse unit
Common Area	N/A	N/A	6,150	4,200	N/A	N/A	Includes lobby, corridors, amenities, garage, etc.
TOTAL			41,885	7,980	\$381	\$13,615,080	

SUBSEQUENT DEVELOPER AGREEMENT
BY AND BETWEEN
THE CITY OF ASBURY PARK, AS REDEVELOPMENT ENTITY,
ASBURY PARTNERS, LLC, AS MASTER DEVELOPER
AND
REGIONAL DEVELOPMENT GROUP, LLC, AS SUBSEQUENT DEVELOPER
Dated: _____, 2019

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SUBSEQUENT DEVELOPER AGREEMENT

THIS SUBSEQUENT DEVELOPER AGREEMENT made this _____ day of _____ by and between

THE MAYOR AND CITY COUNCIL (together, the “Governing Body”) OF THE CITY OF ASBURY PARK (the “City”), in its capacity as a “redevelopment entity” pursuant to *N.J.S.A. 40A:12A-4* with principal offices at 1 Municipal Plaza, Asbury Park, New Jersey 07712;

ASBURY PARTNERS, LLC in its capacity as Master Developer, pursuant to the hereinafter defined Redeveloper Agreement (the “**Master Developer**”), with principal offices at 205 Third Avenue, Asbury Park, New Jersey 07712, along with its permitted successors and/or assigns;

AND

REGIONAL DEVELOPMENT GROUP, LLC with principal offices located at 701 Route 70 E, Building I, Marlton, NJ 08053 (including, where applicable, its relevant urban renewal entity affiliate formed pursuant to the Long Term Tax Exemption Law, *N.J.S.A. 40A:20-1 et seq.*, the “**Entity**”) (each, a “Party” and collectively, the “**Parties**”).

WITNESSETH

WHEREAS, the *New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq.* (the “**Act**”) authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of redevelopment; and

WHEREAS, the Act confers certain contract, planning and financial powers upon a redevelopment entity, as defined at Section 3 of the Act, in order to implement redevelopment plans adopted pursuant thereto; and

WHEREAS, the City has elected to exercise these redevelopment entity powers directly, as permitted by Section 4 of the Act; and

WHEREAS, on June 5, 2002, the City adopted the “Asbury Park Waterfront Redevelopment Plan (Plan IV)” (as amended and supplemented from time to time, the “**Redevelopment Plan**”, a copy of which is on file with the City Clerk) with respect to the “Asbury Park Waterfront Redevelopment Area,” as defined in the Redevelopment Plan (the “**Redevelopment Area**”); and

WHEREAS, the Redevelopment Plan, as initially adopted, provided for the Redevelopment Area to be redeveloped on a “block-by-block” basis; and

WHEREAS, pursuant to the Act, including Section 8 thereof (*N.J.S.A. 40A:12A-8*), a municipality is permitted to contract with a redeveloper to develop redevelopment projects

pursuant to a redevelopment plan within an area in need of redevelopment, as all such terms are defined in the Act; and

WHEREAS, the City and the Master Developer entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002, which provides, among other things, that the Master Developer shall be responsible for the redevelopment of the properties governed by the Redevelopment Plan, which redevelopment it may to undertake itself, or through agreements with selected subsequent developers on a “block-by-block” basis; and

WHEREAS, in 2018 the City amended the Redevelopment Plan to provide for the redevelopment of individual properties within the Redevelopment Area, provided certain criteria are met, including the designation of the person or entity wishing to redevelop a property as a subsequent developer; and

WHEREAS, on June 13, 2018, the City adopted the First Amendment to the “Amended and Restated Redeveloper and Land Disposition Agreement” (the “First Amendment” and the “Amended and Restated Redeveloper and Land Disposition Agreement” together shall be referred to as the “**Redeveloper Agreement**”, a copy of which is on file with the City Clerk), which set forth the City and Master Developer responsibilities with regard to the selection and designation of subsequent developers; and

WHEREAS, pursuant to the Redevelopment Plan and the Redeveloper Agreement, as amended, “any owner, purchaser, assignee or transferee of all or part of any property within the [Redevelopment] Area that is subject to the provisions of the Amended [Redevelopment] Plan” may seek to be designated as a subsequent developer by submitting a subsequent developer application to the Master Developer and the City, along with any escrow and application fees required by the City; and

WHEREAS, the Entity has submitted to the Master Developer and the City a subsequent developer application (the “**Application**”), pursuant to the Redeveloper Agreement and the Redevelopment Plan, stating its intention to develop twenty-four (24) residential condominium units (the “**Units**”) in accordance with the approval by the City’s Planning Board to be obtained (the “**Project**”) on property identified as Block 3901, Lot 11 on the tax maps of the City and located at 215 First Avenue in the Redevelopment Area (the “**Project Site**”) and in accordance with all Governmental Approvals (as defined herein); and

WHEREAS, pursuant to Article 3A of the Redeveloper Agreement, as amended, the Master Developer and the City have reviewed the Application and determined that the Project, as described, is in compliance with and effectuates the goals of the Redevelopment Plan, and that Entity possesses the experience, capability, and financial capacity to complete the Project; and

WHEREAS, the Parties desire to enter into this Subsequent Developer Agreement for the Project Site to set forth the obligations of the Parties with respect to the Project,

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereto do hereby covenant and agree, each with the other, as follows:

ARTICLE 1 DEFINITIONS

1.01 Definitions. As used in this Subsequent Developer Agreement the following terms shall have the meanings ascribed thereto in the recitals above, or ascribed to such terms below. Terms listed below in the singular form shall include the plural and words listed in the plural shall include the singular. Whenever the context may require, any pronoun that is used in this Agreement shall include the corresponding masculine, feminine and neuter. Unless otherwise noted, the words "include," "includes" and "including" when used in this Agreement shall be deemed to be followed by the phrase "without limitation". The words "agree," "agreements," "approval" and "consent" when used in this Agreement shall be deemed to be followed by the phrase "which shall not be unreasonably withheld, conditioned or unduly delayed," except or unless the context may otherwise specify. All references to Sections or Articles shall refer to Sections or Articles in this Subsequent Developer Agreement unless otherwise specified.

“Act” shall be defined as set forth in the preamble.

“Actual Pledged Special Assessments” shall be defined as set forth in Section 6.01 of this Subsequent Developer Agreement.

“Applicable Laws” shall mean all federal, state and local laws, ordinances, approvals, rules, regulations and requirements applicable thereto including, but not limited to, the Act, the Land Use Law, relevant construction codes including construction codes governing access for people with disabilities, and such zoning, sanitary, pollution and other environmental safety ordinances, laws and such rules and regulations promulgated thereunder, and all applicable environmental laws and applicable federal and state labor standards.

“Application” shall be defined as set forth in the preamble.

“Applications for Governmental Approvals” shall mean the Plans, drawings, documentation, presentations and applications necessary and appropriate for the purpose of obtaining any and all approvals from any government or public entity required to complete the Project or any part thereof, including, but not limited to, Building Permits.

“Building Permit” shall mean a building permit issued by or on behalf of the City.

“Certificate of Completion” shall mean the Certificate of Completion as set forth in Section 4.06.

“Certificate of Occupancy” shall be as defined in the applicable section of the municipal code of the City and the applicable provisions of the Uniform Construction Code.

“City” shall be defined as set forth in the preamble.

“Commencement of Construction” and “Commence Construction” shall mean any activity associated with construction of the Project on the Project Site.

“Completion of Construction” and “Complete Construction” shall mean the completion of the Project on the Project Site such that the Project is ready for the use for which it was intended, subject to the installation of (i) seasonal landscaping and (ii) final fixtures, floor coverings and décor items subject to the discretion and demand of purchasers of individual Units within the Project.

“Declaration of Covenants and Restrictions” shall mean a written instrument to be executed by the Entity and recorded in the office of the Monmouth County Clerk, in the form annexed hereto as Exhibit 1, intended to encumber the Project Site and to run with the land, setting forth certain statutory and contractual undertakings of and restrictions applicable to the Entity and its successors and assigns in connection with the ownership, redevelopment or rehabilitation of the Project Site and the Project as set forth in Sections 3.02(a), (b), (l), (m), and (n) of this Subsequent Developer Agreement.

“Deficiency Amount” shall be as set forth in Section 3.03(r) of this Subsequent Developer Agreement.

“Effective Date” shall mean the date this Subsequent Developer Agreement is executed by the last of the three Parties, being City, the Master Developer and the Entity.

“Entity” shall be defined as set forth in the preamble and shall expressly include any urban renewal entity affiliate of the Entity that executes the Financial Agreement for the Project.

“Event of Default” shall be as set forth in Article 6 of this Subsequent Developer Agreement.

“Event of Force Majeure” shall mean an enforced delay in the performance of obligations of a Party to this Subsequent Developer Agreement arising from causes beyond that Party’s reasonable control and without its fault or negligence, including, but not restricted to, acts of God, acts of the public enemy, acts or omissions of the other parties (including litigation by third parties), fires, floods, epidemics, quarantine restrictions, freight, energy shortages, embargoes, unusual or severe weather, or delays of contractors, subcontractors or material suppliers due to any of the foregoing such causes.

“Final Site Plan” shall mean the final site plan with respect to the development of the Project Site to be submitted to, and approved by Resolution of the City’s Planning Board in accordance with the Land Use Law.

“Financial Agreement” shall mean that certain agreement by and between the City and an urban renewal entity affiliate of the Entity, required to be executed prior to Commencement of Construction, for a long term tax exemption applicable to the Project pursuant to the Long Term Tax Exemption Law, *N.J.S.A. 40A:20-1 et seq.*

“Governing Body” shall be defined as set forth in the preamble.

“Governmental Approvals” shall mean all government permits, licenses, consents and approvals necessary for the development, construction, lease, sale, occupancy or completion of the

Project, or any part thereof, issued by or on behalf of any government and issued in reliance on the Applications for Government Approvals and including approvals from any utility supplier.

“Infrastructure Ordinance” shall be defined as set forth in Section 2.02 of this Subsequent Developer Agreement.

“Institution” shall mean any savings and loan association, savings bank, commercial bank or trust company (whether acting individually or in any fiduciary capacity), an insurance company, a real estate investment trust, an educational institution or a state, municipal or similar public employee’s welfare, pension or retirement system or any other corporation or organization subject to supervision and regulation by the insurance or banking departments of the State or of the United States Treasury, or any successor department or departments hereafter exercising the same functions as said departments, provided such Institution has a net worth of not less than \$100,000,000 or assets of at least \$1,000,000,000. iStar Inc. is deemed to be an Institution. A wholly owned affiliate of iStar Inc. funded in whole or in part by iStar Inc. is also deemed to be an Institution. Participatory lending arrangements among Institutions shall be permitted.

“Land Use Law” shall mean *N.J.S.A. 40:55D-1 et seq.*

“Master Developer” shall be defined as set forth in the preamble.

“Mortgage” shall mean any instrument held by a Permitted Mortgagee constituting a lien on the Project and/or the Project Site or revenues derived therefrom including, without limitation, a mortgage, deed of trust or indenture of mortgage and deed of trust, and any modification, amendment, spreader, consolidation or renewal thereof.

“Original Infrastructure Ordinance” shall be defined as set forth in Section 2.02 of this Subsequent Developer Agreement.

“Outside Approvals Date” shall be defined as set forth in Section 4.03 of this Subsequent Developer Agreement.

“Parties” shall be defined as set forth in the preamble.

“Permitted Mortgagee” shall mean an Institution which holds a Mortgage on the Project Site.

“Planning Board” shall mean the planning board of the City established pursuant to *N.J.S.A. 40:55D-23*.

“Plans” shall mean the plans, including site plans, building floor plans, building elevations, architectural renderings for the Project or any portion thereof. “Plans” shall include, but shall not be limited to, the minimum requirements of Applicable Laws or Project Documents depending on the context of its use in this Subsequent Developer Agreement.

“Pledged Special Assessment” shall be defined as set forth in Section 6.01 of this Subsequent Developer Agreement.

“Project” shall be defined as set forth in the preamble.

“Project Date” shall be defined as set forth in the preamble.

“Project Documents” shall mean the Redevelopment Plan, the Redeveloper Agreement, and this Subsequent Developer Agreement.

“Projected Pledged Special Assessments” shall be defined as set forth in Section 6.01 of this Subsequent Developer Agreement.

“RAB Law” shall be defined as the Redevelopment Area Bond Financing Law, *N.J.S.A. 40A:12A-64 et seq.*

“RABs” shall be defined as set forth in Section 6.01 of this Subsequent Developer Agreement.

“Redeveloper Agreement” shall be defined as set forth in the preamble.

“Redevelopment Area” shall be defined as set forth in the preamble.

“Redevelopment Entity” shall mean the City’s Governing Body acting in its capacity as a redevelopment entity pursuant to the Act and any permitted successors or assigns.

“Redevelopment Plan” shall be defined as set forth in the preamble.

“Special Assessment Agreement” shall be defined as set forth in Section 4.09 of this Subsequent Developer Agreement.

“State” shall mean the State of New Jersey.

“Subsequent Developer” shall mean the Entity, as the owner, purchaser, assignee or transferee of all or part of any property within the Area that is subject to the provisions of the Amended Plan, who has been approved as a Subsequent Developer by the City and the Master Developer in accordance with the Amended Plan and who has entered into a fully executed Subsequent Developer Agreement with the City and the Master Developer with respect to the Project.

“Subsequent Developer Agreement” shall mean this agreement by and between the City and the Entity.

“Surplus Pledged Special Assessments” shall be defined as set forth in Section 6.01 of this Subsequent Developer Agreement.

“Transfers” shall be as set forth in Section 5.03 of this Subsequent Developer Agreement.

“Units” shall be defined as set forth in the preamble.

“Workforce Information Session” shall be as set forth in Section 3.02(l)i of this Subsequent Developer Agreement.

ARTICLE 1A DESIGNATION AS SUBSEQUENT DEVELOPER

1A.01 Designation of Subsequent Developer. On the Effective Date of this Subsequent Developer Agreement, the Entity shall be hereby designated as a Subsequent Developer pursuant to the terms and conditions of the Redevelopment Plan, as amended, the Master Developer Agreement, as amended, and this Subsequent Developer Agreement. This designation shall terminate upon the first of the following the occur: (i) the Outside Approvals Date, without any further action of any Party hereto, (but only if all conditions subsequent set forth in Section 6.01 hereof are not satisfied on or before such date); (ii) upon the issuance of a Certificate of Completion as set forth in Section 4.07; (iii) upon mutual termination by the Parties; or (iv) or upon an Event of Default, pursuant to the terms in Article 6.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.01 Representations and Warranties of the City. The City hereby makes the following representations and warranties:

(a) The Redevelopment Plan has been duly adopted in compliance with all Applicable Laws and is currently in full force and effect.

(b) The City has the legal power, right and authority to enter into this Subsequent Developer Agreement and the instruments and documents referenced herein to which the City is a Party, to consummate the transactions contemplated hereby, to take any steps or actions contemplated hereby, and to perform its obligations hereunder and has duly executed this Subsequent Developer Agreement.

(c) All requisite action has been taken by the City and all requisite consents have been obtained in connection with the entering into this Subsequent Developer Agreement and the instruments and documents referenced herein to which the City is a Party, and the consummation of the transaction contemplated hereby, and to the best of the City's knowledge and belief are authorized by all Applicable Laws. To the best knowledge of the City there are no writs, injunctions, orders or decrees of any court or governmental body that would be violated by the City entering into or performing its obligations under this Subsequent Developer Agreement.

(d) This Subsequent Developer Agreement has been duly executed by the City, and is valid and legally binding upon the City and enforceable in accordance with its terms pursuant to all Applicable Laws and the execution and delivery thereof does not constitute a default under or violate the terms of any indenture, agreement or other instrument to which the City is a Party or by which it is bound.

(e) The City represents that to the best of its knowledge and belief, there is no action, proceeding or investigation now pending or threatened, nor any basis therefor, known or believed to exist which questions the validity of this Subsequent Developer Agreement.

2.02 Representations and Warranties of the Master Developer

(a) The Master Developer has the legal capacity to enter into this Subsequent Developer Agreement.

(b) The Master Developer is duly organized and a validly existing legal entity under the laws of the State of New Jersey and all necessary resolutions have been duly adopted to authorize the execution and delivery of this Subsequent Developer Agreement and to authorize and direct the persons executing this Subsequent Developer Agreement to do so for and on the Master Developer's behalf.

(c) To the best of the Master Developer's knowledge and belief, after diligent inquiry, there is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist which questions the validity of this Subsequent Developer Agreement or any action or act taken or to be taken by the Master Developer pursuant to this Subsequent Developer Agreement.

(d) To the best of the Master Developer's knowledge and belief, after diligent inquiry, the Master Developer's execution and delivery of this Subsequent Developer Agreement will not constitute a violation of (i) the "Amended and Restated Redeveloper and Land Disposition Agreement" dated October 28, 2002, as amended by the First Amendment to the "Amended and Restated Redeveloper and Land Disposition Agreement," approved by the City Council on June 13, 2019, and effective August 1, 2018; (ii) the Subsequent Developer Agreement Among the City of Asbury Park, Madison Asbury Retail, LLC, and Asbury Partner, LLC, dated June 1, 2010; (iii) the ordinance finally adopted by the City on February 13, 2013 and entitled "AN ORDINANCE OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, NEW JERSEY, PROVIDING FOR THE SPECIAL ASSESSMENT OF THE COST OF CERTAIN WASTEWATER, STORMWATER, ROADWAY, STREETScape, UTILITY AND OTHER INFRASTRUCTURE IMPROVEMENTS IN PORTIONS OF THE PRIME RENEWAL AREA AND THE BOARDWALK AREA WITHIN THE ASBURY PARK WATERFRONT REDEVELOPMENT AREA AND ESTABLISHMENT OF A MECHANISM FOR PAYMENT OF THE COST THEREOF," (the "**Original Infrastructure Ordinance**"), as amended on June 13, 2018 by Ordinance No. 2018-20 (the "**Infrastructure Ordinance**"); and (iv) the Infrastructure Component Report last adopted by the City by resolution on June 13, 2018.

2.03 Representations and Warranties of the Entity. The Entity makes the following representations and warranties:

(a) The Entity has the legal capacity to enter into this Subsequent Developer Agreement and perform each of the undertakings set forth herein and in the Redevelopment Plan as same applies to the Project as of the date of this Subsequent Developer Agreement.

(b) The Entity is duly organized and a validly existing legal entity under the laws of the State of New Jersey and all necessary resolutions have been duly adopted to authorize the execution and delivery of this Subsequent Developer Agreement and to authorize and direct the persons executing this Subsequent Developer Agreement to do so for and on the Entity's behalf.

(c) To the best of the Entity's knowledge and belief, after diligent inquiry, there is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist which (i) questions the validity of this Subsequent Developer Agreement or any action or act taken or to be taken by the Entity pursuant to this Subsequent Developer Agreement; or (ii) is likely to result in a material adverse change in the Entity's property, assets, liabilities or condition which will materially and substantially impair its ability to perform pursuant to the terms of this Subsequent Developer Agreement.

(d) The Entity's execution and delivery of this Subsequent Developer Agreement and its performance hereunder will not constitute a violation of any operating, partnership, shareholder and/or similar agreement of the Entity or of any agreement, mortgage, indenture, instrument or judgment, to which the Entity is a Party.

(e) To the best of the Entity's knowledge and belief after diligent inquiry all information and statements included in any information submitted to the City and its agents, are true and correct in all material respects. The Entity acknowledges that the facts and representations contained in the information submitted by the Entity are a material factor in the decision of the City to enter into this Subsequent Developer Agreement.

(f) The cost and financing of the Project will be the responsibility of the Entity.

(g) The Entity is financially and technically capable of financing, designing, constructing, operating, and maintaining the Project in accordance with its obligations under this Subsequent Developer Agreement.

ARTICLE 3 COVENANTS AND RESTRICTIONS

3.01 Covenants and Restrictions of the City.

(a) The City covenants that it will comply with all Applicable Laws.

(b) The City covenants to support any applications for Governmental Approvals that are consistent with the terms of the Redevelopment Plan and this Subsequent Developer Agreement, and to execute any documents required to obtain such approvals and otherwise to cooperate with the Entity with respect to the Governmental Approvals.

(c) Upon request by the Entity to condemn any restrictions on the real property constituting the Project Site initially imposed by James Bradley, the rights to which, if any, being held by his heirs, successors and assigns, the City agrees to exercise the power of eminent domain in accordance with applicable law on such terms and conditions as are acceptable to the City in its sole discretion at the time of the request.

3.02 Covenants and Restrictions of the Master Developer

(a) Master Developer covenants that it will assist with and participate in a coordinated defense with the City in the event of litigation related to the validity of this Subsequent Developer Agreement.

(b) The Master Developer covenants that it has reviewed the Application in good faith and has found it acceptable for the purpose of entering into this Agreement.

3.03 Covenants and Restrictions of the Entity.

(a) The Entity shall construct on the Project Site only the uses as established in the Redevelopment Plan and as approved by the Planning Board.

(b) The Entity shall not sell, lease or otherwise transfer all or any portion of the Project Site unless an initial Certificate of Occupancy has been issued for the Project or as otherwise permitted in accordance with the Financial Agreement, provided that nothing contained herein shall prohibit the Entity from entering into contracts for such purposes.

(c) The Entity shall keep the Project Site free from any substantial accumulation of debris or waste materials generated as a result of the Project and shall maintain in good condition any landscaping required to be planted on the Project Site pursuant to the Final Site Plan. Additionally, the Entity shall keep the areas immediately surrounding the Project Site, such as public roads, sidewalks, etc. free from any accumulation of debris or waste materials generated as a result of the Project and any such debris shall be removed at the end of each work day, or sooner in the case of public safety, as directed by the City Manager.

(d) The Entity shall, in connection with its use or occupancy of the Project, not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the Project Site or any building or structure erected or to be erected thereon is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status, and the Entity, its successors and assigns, shall comply with all Applicable Laws prohibiting discrimination or segregation by reason of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status.

(e) The Entity shall, in order to effectuate the purposes of this Subsequent Developer Agreement, make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and in general do all things which may be reasonably requisite or proper for the construction and development of the Project in accordance with the Final Site Plan, this Subsequent Developer Agreement, the Redevelopment Plan, and Applicable Law.

(f) The Entity shall, upon completion of construction of the Project, obtain all Governmental Approvals required, if any, authorizing the occupancy and use of the Project for the purposes contemplated hereby.

(g) The Entity shall not suspend or abandon or discontinue the performance of its obligations under this Subsequent Developer Agreement for a period of more than sixty (60) consecutive days, provided, however, that a suspension of the performance of its obligations under this Subsequent Developer Agreement shall be permitted for the reasons set forth in Section 4.06 of this Subsequent Developer Agreement.

(h) The Entity shall cause the Project to be developed, financed, constructed, operated and maintained without any cost or expense to the City.

(i) The Entity shall develop, finance, construct, operate and maintain the Project on the Project Site consistent with Applicable Laws, Government Approvals, the Redevelopment Plan, and this Subsequent Developer Agreement.

(j) The Entity shall not encumber, hypothecate or otherwise use the Project Site, or any part thereof as collateral for any transaction unrelated to the Project.

(k) The Entity shall use commercially reasonable efforts to diligently undertake the financing, construction, development, operation, and maintenance of the Project during the period between the Commencement of Construction and Completion of Construction of the Project in accordance with the deadlines or timeframes for completion of Project activities as set forth in this Subsequent Developer Agreement.

(l) **Opportunities for Local Residents during Construction.** The Entity shall make a good faith effort to encourage twenty (20) percent local resident participation in the construction of the Project. The Entity shall be deemed to have satisfied the good faith effort requirement contained in this Section if the Entity takes the following actions:

- i. Hold a pre-qualification information session (the “**Workforce Information Session**”), in coordination with the City Manager, or his/her designee, prior to the solicitation of bids and pricing for the Project to encourage local contractors/subcontractors to bid on the Project.
- ii. Notify contractors/subcontractors before executing a contract and/or prior to pre-bid and pre-construction meetings about the required good faith effort to engage local residents, in the construction of the Project.
- iii. As part of the Workforce Information Session, notify contractors, subcontractors and any then known prospective tenants/operators of the Project of the Workforce Information Session; provide information (to the extent known) to attendees of potential short term and long term positions with respect to the Project; collect resumes and expressions of interest in employment from those who attend; and make those resumes and expressions of interest in employment available to the contractors, subcontractors and any then known prospective tenants/operators of the Project.
- iv. Establish two (2) paid internships annually during the term of this Agreement in the fields of property management, real estate development, and/or construction management with the Entity, an affiliate of the Entity, the general contractor for the Project and/or any subcontractor or then known tenants/operators of the Project. Applications for the internships can be submitted at the Workforce Information Session.

- v. Establish two (2) apprenticeships, subject to receipt of two (2) qualified applicants, in the construction field annually during the term of this Agreement with the Entity, an affiliate of the Entity, the general contractor for the Project or any then known tenants/operators of the Project. Applications for the apprenticeships can be submitted at the Workforce Information Session.
- vi. Establish four (4) scholarships annually during the term of this Agreement, in the amount of \$2,500 each, to be used in the discretion of the recipient for vocational or academic education. Those who have successfully completed the internships, apprenticeships, or the hotel training program described below shall be eligible for the scholarship.
- vii. Establish one (1) mentorship annually during the term of this Agreement for small businesses to gain experience in large scale construction. Businesses can apply to participate in the mentorship program at the Workforce Information Session.
- viii. Regularly contact and cooperate with the City Manager, or his/her designee, in connection with workforce opportunities. Notify the City Manager of workforce needs for the Project so that the Director may refer qualified City residents to meet the workforce needs of the Project.

(m) **Opportunities for Women and Minorities in Construction Jobs:** The Entity shall make good faith efforts to encourage women and minority participation in the construction of the Project. The Entity shall be deemed to have satisfied the good faith effort requirement contained in this Section if the Entity takes the following actions:

- i. The Entity shall disseminate information within the City and the County of Monmouth concerning opportunities for women and minority contractors, vendors and suppliers prior to the commencement of construction of the Project.
- ii. Hold the Workforce Information Session, in coordination with the City Manager, or his/her designee, prior to the solicitation of bids and pricing for the Project to encourage women and minority contractors/subcontractors to bid on the Project.
- iii. Notify contractors/subcontractors before executing a contract and/or prior to pre-bid and pre-construction meetings about the required good faith effort to engage women and minorities, in the construction of the Project.

(n) The Entity shall construct the Project in conformance with CAFRA Permit number 1303-03-0001.2, issued by the New Jersey Department of Environmental Protection on March 26, 2004, as subsequently modified, and shall not seek any further modification of the CAFRA Permit.

(o) The Entity shall record the Declaration of Restrictions in the office of the Monmouth County Clerk.

(p) The Entity shall indemnify the City as set forth in Section 9.11 hereof.

(q) The Entity shall provide all information, and shall execute all certificates or other documents, reasonably required in connection with the initial issuance of the RABs or required on a continuing basis in connection with the RABs. Such information shall include, but shall not be limited to, all representations, warranties, covenants and disclosures reasonably required pursuant to Applicable Laws, including, without limitation, the Act, limited liability company authorization law, RAB Law, federal and state income tax and securities laws, and in connection with the initial or re-sale of the RABs, or otherwise. The covenants of the Entity in this Section 3.04(q), including, without limitation, the requirement to provide information reasonably required in connection with any re-sale of the RABs, shall survive the termination of this Subsequent Developer Agreement, and shall only terminate at such time as no RABs remain outstanding.

(r) The Entity, and not the Master Developer, shall pay the Deficiency Amount (as defined in the Infrastructure Ordinance), if any, and the Special Assessment Agreement shall provide as such. The Entity's obligation to pay the Deficiency Amount shall survive the termination of this Subsequent Developer Agreement. The Deficiency Amount, if any, shall be payable by the Entity within thirty (30) days following the sale of the final Unit, and shall be payable if and to the extent that the Actual Pledged Special Assessment is less than the Projected Pledged Special Assessment, and shall be used to redeem all or any portion of the RABs, such that the Actual Pledged Special Assessment shall be sufficient to pay the debt service and other charges applicable to the remaining aggregate principal amount of RABs (after redemption caused by payment of the Deficiency Amount) as same shall come due through maturity. Notwithstanding the foregoing, the Parties may agree to a different Deficiency Amount and/or payment mechanism, but only if agreed to in writing by all Parties and the terms of which shall be set forth in the indenture for the RABs.

3.04 Effect of Covenants. (a) It is intended and agreed that the covenants and restrictions set forth in Sections 3.03(a) and 3.03(b) shall be covenants running with the land. All covenants in Section 3.03, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Subsequent Developer Agreement, shall be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by the City and the Master Developer, and any successor in interest to the Project Site, or any part thereof, against the Entity.

(b) It is intended and agreed that the covenants and restrictions set forth in Section 3.01 and Section 3.02, respectively, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Subsequent Developer Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by the Entity and its successors and assigns, and any successor in interest to the Project Site, or any part thereof, against the City, the Master Developer their successors and assigns and every successor in interest therein, and any Party in possession or occupancy of the Project Site or any part thereof.

3.05 Enforcement by City or Master Developer. In amplification, and not in restriction of the provisions of this Article 3, it is intended and agreed that the City, the Master Developer, and their successors and assigns shall be deemed beneficiaries of the agreements and

covenants set forth in Section 3.03 both for and in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants shall run in favor of the City and, as applicable, the Master Developer for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the City or Master Developer has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. The City and the Master Developer shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies as set forth in Article 6 of this Subsequent Developer Agreement.

3.06 Duration of Covenants. With respect to the Project, but for the covenants set forth in Section 3.03(q) and Section 3.03(r), which shall survive the termination of this Subsequent Developer Agreement, the covenants set forth in Section 3.03 shall be deemed satisfied and of no further force and effect upon termination of this Subsequent Developer Agreement as evidenced by the issuance by the City of a Certificate of Completion.

ARTICLE 4 PROJECT IMPLEMENTATION

4.01 General Scope of Project. It is understood and agreed by and between the Parties that the Entity has the right to develop the Project Site with the Project consistent with the terms of the Entity's Subsequent Developer's Application, Applicable Laws, Governmental Approvals, the Redevelopment Plan, the Redeveloper Agreement, and this Subsequent Developer Agreement. The Parties acknowledge the Entity's right to make non-material changes to the Project as described in the Application if same are required as a condition of Planning Board approval.

4.02 Amendments to Application. The Entity shall not make any material change to its Application. In the event of any changes to the Application are proposed, the Entity shall provide copies of all amended plans, applications, or submissions to the City and the Master Developer within ten (10) business days prior to any amended submission to the Planning Board or any Governmental Agency and shall provide the City and Master Developer with not less than ten (10) days' written notice prior to any hearing or meeting related to any amended submission.

4.03 Application for Governmental Approvals for Project Site. Within 30 days of the Effective Date, the Entity shall use commercially reasonable efforts to submit (if not already submitted) and diligently prosecute to conclusion, all other Applications for Government Approvals necessary for the financing, development, construction, operation, and maintenance of the Project Site. The Entity shall obtain all Governmental Approvals within one (1) year of the Effective Date ("**Outside Approvals Date**"), as may reasonably be extended by formal action of the City Council for up to an additional 120 days, provided that the Entity has utilized good faith efforts to obtain Governmental Approvals but has not yet received same. In no event shall the

Outside Approvals Date be extended beyond 120 days without the explicit written consent of all Parties to this Subsequent Developer Agreement.

4.04 Project; Entity Deadlines. With respect to the Project, the Entity shall meet the deadlines and timeframes for the completion of Project activities as set forth in this Section 4.04.

(a) Commencement of Construction for the Project. No later than 90 days after all Governmental Approvals have been obtained and any applicable appeal period for such Governmental Approvals has expired, the Entity shall Commence Construction with respect to the Project; provided, however, that the Entity shall not Commence Construction prior to the occurrence of all conditions subsequent set forth in Section 6.01(a) – (c) hereof.

(b) Completion of Construction for the Project. Not later than two years after receipt of Building Permits and all other required Governmental Approvals authorizing the Commencement of Construction of the Project, the Entity shall Complete Construction with respect to the Project.

4.05 Progress Reports. (a) For so long as this Subsequent Developer Agreement shall remain in effect the Entity shall, without the need for a written request, provide quarterly reports to be submitted on February 1, May 1, August 1 and November 1 of each year, to the City and Master Developer, as to the actual progress of the Entity with respect to (i) the acquisition of Government Approvals; (ii) Commencement of Construction of the Project; (iii) Completion of Construction of the Project; (iv) Opportunities for Local Residents, Women and Minorities required by Sections 3.03 (l) (m) and (n); and (v) such other matters consistent with this Subsequent Developer Agreement as the City shall reasonably request be addressed in such reports.

(b) Outcome Assessments. The Entity hereby agrees to provide written reports to the City one year after the completion of construction of the Project, with respect to the internships, apprenticeships and mentorships described at Section 3.03 above, detailing the number of people who participated, the number who successfully completed the program, the number who were hired in the respective field as a result of the program, their job titles, and whether they were still employed in those positions as of the date of the outcome assessment.

4.06 Extensions. Extensions for deadlines set forth in Article 4 shall be as follows. All deadlines contained herein shall be reasonably extended as a matter of right in the event of any Event of Force Majeure. It is the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the City or the Entity shall be extended for a reasonable period not less than the period of the enforced delay.

4.07 Certificate of Occupancy and the Certificates of Completion. (a) Upon Completion of Construction pursuant to Section 4.04 with respect to a Unit in the Project, the Entity shall apply to the appropriate governmental officer or body for a Certificate of Occupancy for any such Unit in the Project.

(b) Following the issuance of all of the final Certificates of Occupancy for the Units in the Project (which shall be presumptive evidence of satisfaction of

all requirements related to construction of the Project) and the satisfaction of the terms and conditions of this Subsequent Developer Agreement, and upon request for the same by the Entity, the City agrees to issue a Certificate of Completion, in proper form for recording, which shall acknowledge that the Entity has performed all of its duties and obligations with respect to the Project under this Subsequent Developer Agreement and has completed construction of the Project in accordance with the requirements of this Subsequent Developer Agreement. The Certificate of Completion (which shall be in recordable form) shall constitute a recordable conclusive determination of the satisfaction and termination of the agreements and covenants including without limitation the covenants in Article 3 (but for the covenants set forth in Section 3.03(q) and Section 3.03(r), which shall survive the termination of this Subsequent Developer Agreement), with respect to the Project in this Subsequent Developer Agreement and the Redevelopment Plan with respect to the obligations of the Entity to construct the Project within the dates for completion of same. Within thirty (30) days after written request by the Entity, the City shall provide the Entity with the Certificate of Completion or a written statement setting forth in detail the reasons why it believes that the Entity has failed to complete the Project in accordance with the provisions of this Agreement or is otherwise in default under this Agreement and what reasonable measures or acts will be necessary in the opinion of the City in order for the Entity to be entitled to the Certificate of Completion. Upon the issuance of a Certificate of Completion, the conditions that were found and determined to exist on the Project Site at the time the Project Site was determined to be in need of redevelopment, shall be deemed to no longer exist and the land and improvements thereon shall not be subject to eminent domain as a result of those determinations.

4.08 Construction Permit Fees. The City's Construction Official has advised the Entity that the Project constitutes "new construction" and not the rehabilitation of a structure which was previously completed or occupied, and that fees for construction permits applicable to the construction of the Project will be based on the cubic volume of the Project which is the methodology required by Applicable Laws for new construction.

4.09 Off-Site Obligations. The Entity shall be responsible for certain off-site obligations as follows:

(b) Sewer charges in the amount of \$3,220 per unit in accordance with Ordinance adopted February 2, 2005, to be paid in the manner and at the time set forth therein;

(c) Payment to the City of \$2,212 per unit (which shall constitute a credit against the applicable Master Developer's obligation under Article 13 of the Redeveloper Agreement) to offset the costs of affordable housing and other community initiatives in the City, with one-half of such payment to be due concurrently with the application for building permits, and the other half of such payment to be due at the time of application for temporary or permanent certificates of occupancy. Once made, such payments shall not be refundable. For the purpose of calculating the credit against the Master Developer's obligation

under Article 13 of the Redeveloper Agreement, the issuance of a Certificate of Occupancy for a unit shall constitute proof that the Entity paid the affordable housing fee that was due for that unit; and

(d) Pursuant to the Original Infrastructure Ordinance as amended, including on June 13, 2018 by the Infrastructure Ordinance, the City shall impose a special assessment on the Project and the Project Site equivalent to the benefit conferred or deemed conferred by certain public infrastructure improvements constructed and installed or to be constructed and installed by the Master Developer, including public wastewater, stormwater, roadway, streetscape, utility and other infrastructure improvements in the Redevelopment Area in accordance with the provisions of the Redevelopment Plan.

- (i) The Entity hereby agrees and acknowledges that it has determined to enter into a special assessment agreement with the City pursuant to *N.J.S.A. 40A:12A-66* of the RAB Law, as authorized by the Infrastructure Ordinance (the “**Special Assessment Agreement**”).
- (ii) The Parties hereby agree that the Special Assessment Agreement shall be substantially in the form of the agreement attached to the Original Infrastructure Ordinance as Exhibit B, as amended by Ordinance No. 2018-20, the final form of which shall be acceptable to the Master Developer and so accepted in writing by the Master Developer prior to the authorization of such Special Assessment Agreement by the City and the Entity.
- (iii) The Parties hereby agree that, for purposes of calculating the special assessment, the Special Assessment Agreement shall provide that the assumed sales prices of the Units until sold shall be those prices set forth in Exhibit 2 attached hereto, unless otherwise agreed to in writing by all Parties. Nothing shall prohibit the Entity from selling the Units for more than the assumed sales prices set forth in Exhibit 2.
- (iv) The Parties hereby agree that the first installment of the special assessment under the Special Assessment Agreement shall commence to accrue on the first day of the month immediately following the earlier of: (i) eligibility of a Unit for the issuance of a Certificate of Occupancy; and (ii) the expenditure of all capitalized interest available to pay interest on the RABs.
- (v) The Parties hereby agree that the Entity, and not the Master Developer, shall be responsible for payment of the Deficiency Amount, if any, and the Special Assessment Agreement shall provide as such.

ARTICLE 5 PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

5.01 Prohibition Against Transfers of Interests by the Entity. The Entity recognizes the importance of the Project to the general welfare of the community and that the identity of the Entity and its qualifications are critical to the City and Master Developer in entering into this

Subsequent Developer Agreement particularly in view of the public aids that have been made available for the purpose of making such redevelopment possible. Except as is otherwise provided by the Subsequent Developer Agreement, Applicable Laws and/or the Financial Agreement, the City and Master Developer consider that a transfer of the ownership of the Entity or of any part thereof or any other act or transaction involving or resulting in a change in the ownership of the Entity, is for practical purposes, a transfer or disposition of the Project then owned by the Entity. The Entity recognizes that it is because of such qualifications and identity that the City and Master Developer are entering into this Subsequent Developer Agreement with the Entity, and, in so doing, the City and Master Developer are relying on the obligations of the Entity and not some other person or entity for the faithful performance of all undertakings and covenants to be performed by the Entity hereunder.

As a result of, but subject to, the terms of the preceding paragraph, prior to completion of the Project as evidenced by the issuance of a Certificate of Completion, and without the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed, the Entity agrees for itself and any successor in interest that (i) there shall be no transfer by any owner of any controlling interest in the Entity, or by any successor in interest to such owner of any interest in the Entity, (ii) nor shall any such owner or successor in interest suffer any such transfer to be made, (iii) nor shall such owner or successor in interest make, or suffer to be made, any other change in ownership of any controlling equity interest in the Entity or in the relative distribution thereof between and among the owners, or with respect to the identity of the parties in control of the Entity, by any other method or means, whether by increased capitalization, merger with another corporation, partnership, or limited liability entity or otherwise. For purposes of this Subsequent Developer Agreement, the term “owners” is defined to include the interests of the members of the Entity, as the case may be, and the owners of such members, partners, or shareholders.

5.02 Exemptions from Prohibited Transfers. Notwithstanding the foregoing, following notice to and with the consent of the City which consent shall not be unreasonably withheld, conditioned or delayed, the following shall not constitute a prohibited transfer, for purposes of Section 5.01: The assignment by the Entity of its rights under this Subsequent Developer Agreement upon the following conditions: (i) the assignee of the Entity must be an entity controlling, controlled by, or under common control of the Entity or iStar Inc.; (ii) the assignee of the Entity shall assume all of the obligations of the assignor Entity hereunder, but the assignor Entity shall remain primarily liable for the performance of such Entity’s obligations, (iv) a copy of the fully executed written assignment and assumption agreement shall be promptly delivered to the City and Master Developer, (v) such assignment does not violate any of the Governmental Approvals.

5.03 Transfer of Subsequent Developer Agreement. The Entity further agrees for itself, and its successors and assigns, that prior to the completion of the Project or any portion thereof, as evidenced by the issuance of a Certificate of Completion it will not make or create, or suffer to be made or created, any sale, assignment, conveyance, lease or transfer in any other mode or form (collectively, the “**Transfers**”) of its interests in the Project Site or its interest in this Subsequent Developer Agreement or in this Project, or any part thereof or any interest therein,

without the prior written approval of the City, except as provided below, in the Financial Agreement, and otherwise in this Article 5.

5.04 Consent to Permitted Transfers. (a) The City and Master Developer hereby consent, without the necessity of further approvals from any entity, to the following Transfers: (i) any Mortgage or related security granted by the Entity to a Permitted Mortgagee for the purpose of obtaining the financing necessary to enable the Entity or any successor in interest to the Project Site or any part thereof, to perform its obligations under this Subsequent Developer Agreement with respect to Completion of the Project and any other purpose authorized by this Subsequent Developer Agreement, (ii) any Mortgage or Mortgages and other liens and encumbrances granted by the Entity to a Permitted Mortgagee for the purpose of financing costs associated with the acquisition, development, construction, and marketing of the Project; (iii) any transfer of all or portions of the real property comprising the Project Site from its current owner to the Entity; (iv) any contract to sell a unit in the Project to a purchaser and/or the sale of such unit upon its completion and the issuance of a Certificate of Occupancy; and (v) any lease or occupancy agreement(s) for all portions of the Project or the Project Site, provided that the same are in compliance with the Financial Agreement.

(b) With respect to any of the Transfers listed in Section 5.04(a), (i)-(ii) the Entity shall provide to the City and to the Master Developer written notice of at least fifteen (15) days prior to such Transfer, including a description of the nature of such Transfer, and the name(s) and address(es) of the transferee and any parties, individuals and/or entities comprising such Transfers.

5.05 Prohibition Against Speculative Development. Because of the importance of Project to the general welfare of the community, the Entity represents and agrees that its undertakings pursuant to this Subsequent Developer Agreement will not be used for speculation in land holding.

5.06 Information as to Ownership of Entity. In order to assist in the effectuation of the purpose of this Article 5, the Entity agrees that during the period between the execution of this Subsequent Developer Agreement and the completion of the Project as evidenced by the issuance of a Certificate of Completion, the Entity shall, at such time or times as the City may reasonably request, furnish the City with a complete statement subscribed and sworn to by the managing partner, managing member or other executive officer or member of the Entity, setting forth all of the partners, both general and limited, managing members, shareholders, or other owners of equity interests of the Entity and the extent of their respective holdings, and in the event any other parties have a beneficial interest in the Entity, their names and the extent of such interests.

ARTICLE 6 DEFAULT AND REMEDIES

6.01 Automatic Termination of Subsequent Developer Agreement. This Subsequent Developer Agreement, including, without limitation, the Entity's designation as a Subsequent Developer, shall automatically terminate, without any further action of any Party after notice and opportunity to cure in accordance with Section 6.02, 6.03 or 6.04 as applicable, if each and

every of the following conditions subsequent are not completed on or before the Outside Approvals Date::

- (a) Entity has obtained all Governmental Approvals;
- (b) Financial Agreement is authorized, executed, and delivered by each of the Entity and the City;
- (c) Special Assessment Agreement, in form consented to by Master Developer in writing, is authorized, executed, and delivered by the City and the Entity; and
- (d) City issues one or more series of bonds (non-recourse to the City) pursuant to the Redevelopment Area Bond Financing Law, N.J.S.A. 40A:12A-64 et seq. (“**RABs**”).
 - (i) The terms and conditions of the RAB shall be in accordance with and as further set forth in the Redeveloper Agreement, including, without limitation: (1) the RABs shall be primarily secured by the pledged portion of the special assessment provided under the Special Assessment Agreement (the “**Pledged Special Assessment**”); (2) the RABs shall be issued on federally tax-exempt basis to the extent permitted by applicable law; and (3) the proceeds of the RABs shall be made available to the Master Developer for the construction of, or reimbursement for, infrastructure improvements benefitting the Project.
 - (ii) The RABs shall have a reasonable capitalized interest period, not to exceed two years (2) from the date of issuance of the RABs.
 - (iii) For purposes of sizing the RABs, the assumed sales prices of the Units shall be those prices set forth in Exhibit 1 attached hereto, unless otherwise agreed to in writing by the Parties.
 - (iv) The indenture of trust (supplemental or otherwise) providing for the issuance of the RABs shall provide, at a minimum, that, to the extent the actual amount of aggregate Pledged Special Assessments payable by the owners of the Units upon sale of all Units (the “Actual Pledged Special Assessments”) is greater than the amount of the Pledged Special Assessments assumed at the time of issuance of the RABs (the “Projected Pledged Special Assessments,” and the difference between the Actual Pledged Special Assessments and the Projected Pledged Special Assessments, the “Surplus Pledged Special Assessments”), the City may, after receipt of a written request of the Master Developer, issue an additional series of RABs, to be primarily secured by the Surplus Pledged Special Assessments, and the terms and conditions of such RAB shall comport with (i)-(iv) above, to be set forth in the applicable indenture of trust. The use of the bond proceeds from any such issuance of RABs shall be as set forth in the Redeveloper Agreement.

6.02 City Defaults. The following shall constitute an Event of Default by the City: the failure of the City to observe and perform any covenant, condition, representation, warranty or agreement hereunder, and continuance of such failure for a period of forty-five (45) days, after receipt by the City of written notice from the Entity specifying the nature of such failure and requesting that such failure be remedied; provided, however, if the breach of any such covenant, condition or agreement is one which cannot be completely remedied within the forty-five (45) days after such written notice has been given, it shall not be an Event of Default as long as the City is proceeding with due diligence to remedy the same as soon as practicable but in no event later than one hundred twenty (120) days after such written notice.

6.03 Entity Defaults. Any one or more of the following shall constitute an Event of Default by the Entity:

(a) Failure of the Entity to observe and perform any covenant, condition, representation, warranty or agreement hereunder, specifically including failure to meet the milestones in Section 4.02 and Section 4.03 hereunder, and continuance of such failure for a period of forty-five (45) days, after receipt by the Entity of written notice from the City or Master Developer specifying the nature of such failure and requesting that such failure be remedied; provided, however, if the breach of any such covenant, condition or agreement is one which cannot be completely remedied within the forty-five (45) days after such written notice has been given, it shall not be an Event of Default as long as the Entity is proceeding with due diligence to remedy the same as soon as practicable but in no event later than one hundred twenty (120) days after such written notice.

(b) (i) The Entity shall have applied for or consented to the appointment of a custodian, receiver, trustee or liquidator of all or a substantial part of its assets; (ii) a custodian shall have been legally appointed with or without consent of the Entity and shall not have been dismissed for a period of ninety (90) consecutive days; (iii) the Entity, (A) has made a general assignment for the benefit of creditors, or (B) has filed a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors or has taken advantage of any insolvency law; (iv) the Entity has filed an answer admitting the material allegations of a petition in any bankruptcy or insolvency proceeding; or (v) the Entity shall take any action for the purpose of effecting any of the foregoing; (vi) a petition in bankruptcy shall have been filed against the Entity, and shall not have been dismissed for a period of ninety (90) consecutive days; (vii) an Order for Relief shall have been entered with respect to or for the benefit of the Entity, under the Bankruptcy Code; (viii) an Order, judgment or decree shall have been entered, without the application, approval or consent of the Entity, by any court of competent jurisdiction appointing a receiver, trustee, custodian or liquidator of the Entity, or a substantial part of its assets and such order, judgment or decree shall have continued unstayed and in effect for any period of ninety (90) consecutive days; (ix) the Entity shall have suspended the transaction of its usual business for ninety (90) consecutive days.

(c) The Entity or its successor in interest shall (i) fail to pay any real estate taxes, payments in lieu of real estate taxes, the fees and special assessments set forth in Section 4.09 herein, or any other governmental assessments on the Project Site or any part thereof when due and such failure shall continue for a period of ten (10) consecutive days after notice thereof or, (ii)(a) place on the Project Site any encumbrance or lien unauthorized by this Subsequent

Developer Agreement, or (b) suffer any levy or attachment to be made, or any construction liens that have not been adequately bonded or collateralized, or any other unauthorized encumbrance or lien to attach, and with respect to (ii) (a) or (b), provision satisfactory to the City for removal or discharge of such unauthorized encumbrance or lien shall not have been made within sixty (60) days after written demand by the City to do so.

(d) There is, in violation of this Subsequent Developer Agreement, a transfer or assignment as prohibited in Article 5.

6.04 Remedies of City or Master Developer upon Event of Default by the Entity.

(a) Whenever any Event of Default by the Entity shall have occurred and be continuing, the City may terminate this Subsequent Developer Agreement, rescind any designation of the Entity as a Subsequent Developer or take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of the Entity under this Subsequent Developer Agreement, provided that no remedy available to the City shall prohibit the Entity from completing sales of Units in the Project to contract purchasers in accordance with the terms of the preliminary offering statement approved by the New Jersey Department of Community Affairs, assert or impose liability on the Entity for special, indirect, consequential or punitive damages or assert or impose personal or individual liability on the affiliates, members, managers, officers and agents of the Entity.

(b) Whenever any Event of Default by the Entity shall have occurred and be continuing, the Master Developer may make a written request to the City to exercise any remedies available to the City in the Event of Default by the Entity, as set forth in Section (a), which request shall not be unreasonably denied by the City. If the City does not undertake to enforce this Subsequent Developer Agreement, within one hundred and twenty days (120) days of receipt of the written request or at least thirty (30) days prior to the expiration of any applicable appeal period that may apply to such enforcement, whichever shall be shorter, Master Developer may take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of the Entity under this Subsequent Developer Agreement

(c) In addition to, and not in limitation of, the remedies available to the City and to the Master Developer as set forth above, and notwithstanding any requirement of the City and the Master Developer to submit to binding arbitration to the contrary, the City or the Master Developer, as set forth above, may seek in a court of competent jurisdiction a temporary injunction or injunction to prevent: (i) any transfer or assignment not permitted pursuant to Article 5; or (ii) any action by the Entity in breach of covenants as set forth in Section 3.03(a) or 3.03(b).

6.05 Remedies of the Entity upon Event of Default. Whenever any Event of Default by the City or the Master Developer shall have occurred and be continuing, the Entity may take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of the City or the Master Developer under this Subsequent Developer Agreement.

6.06 Restoration of Status. In case any Party, as applicable, shall have proceeded to enforce its rights under this Subsequent Developer Agreement and such proceedings shall have

been discontinued or abandoned for any reason or shall have been determined adversely any Party, as applicable, then and in every such case, the Parties shall be restored respectively to their respective positions and rights hereunder, and all rights, remedies and powers of the Parties shall continue as though no such proceedings had been taken.

6.07 Failure or Delay by Any Party. Except as otherwise expressly provided in this Subsequent Developer Agreement, any failure or delay by a Party in asserting any of its rights or remedies as to any default, shall not operate as a waiver of any default, or any such rights or remedies, or deprive such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

6.08 Remedies Cumulative. No remedy conferred by any of the provisions of this Subsequent Developer Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

ARTICLE 7 COOPERATION AND COMPLIANCE

7.01 Implementation of Subsequent Developer Agreement and Redevelopment Plan. The parties hereto agree to cooperate with each other and to provide all necessary and reasonable documentation, certificates, and consents in order to satisfy the terms and conditions of this Subsequent Developer Agreement and the Redevelopment Plan as it applies to the Project and further agree to cooperate as may be reasonably requested by any Permitted Mortgagee of the Entity in connection with obtaining financing for the Project or a part thereof; provided, however, that all cost of such action shall be borne by the Entity.

ARTICLE 8 MORTGAGE FINANCING; RIGHTS OF THE MORTGAGEE

8.01 Mortgage Financing. Neither the Entity nor the owner of the Property may obtain and record a Mortgage for the Project prior to the execution and recordation of the Special Assessment Agreement, unless (a) the Mortgage contains an explicit provision providing that it shall be subordinate to the Special Assessment Agreement; and (b) in the event a Mortgage is recorded against the Property prior to the recording of the Special Assessment Agreement, the Special Assessment Agreement shall include the agreement and acknowledgment of the mortgagee that the Mortgage lien is subordinate to the lien of the Special Assessment Agreement. For purposes of clarification and to remove any doubt, (x) no consent of the issuer of any Mortgage for the Project, or the purchase money mortgage financing any unit within the Project, is required, so long as the Special Assessment Agreement has been recorded prior to the recording of any such Mortgage or purchase money mortgage and (y) nothing in this Agreement in any way restricts any Mortgage or purchase money mortgage, to the extent desired or permitted by the Entity, from being recorded as first lien mortgages, subordinate only to the lien of the Special Assessment Agreement and other municipal liens. The Entity further agrees to provide a copy of any proposed Mortgage to the Master Developer at least five (5) days prior to the execution of said Mortgage. Thereafter, all monies obtained in connection with any construction financing for the Project must be devoted

to the construction of improvements within the Project Site, related hard costs such as, but not limited to, land acquisition, and related soft costs such as interest, professional fees and filing fees. Upon completion of the Project, as evidenced by issuance of a Certificate of Completion for the Project, the Entity may refinance the Project Site without restriction.

8.02 Completion of Project by Mortgagee. Notwithstanding any of the provisions of this Subsequent Developer Agreement, including those which are or are intended to be covenants running with the land, any Permitted Mortgagee holding a Mortgage on the Project Site (including any such holder who obtains title to the Project Site or any part thereof as a result of foreclosure or other court proceedings, or action in lieu thereof, but not including (i) any other Party who thereafter obtains title to the Project Site from or through such holder or (ii) any purchaser at foreclosure sale), shall in no way be obligated by the provisions of this Subsequent Developer Agreement to construct or complete the Project or to guarantee such construction or completion; nor shall any covenant or any other provision in this Subsequent Developer Agreement be construed to so obligate such holder; provided that nothing in this Article or any other Article or provision of this Subsequent Developer Agreement shall be deemed or construed to permit or authorize any such holder to devote the Project Site or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided or permitted under the Redevelopment Plan.

8.03 Notice to Mortgagee. If the City or Master Developer shall deliver any notice or demand to the Entity with respect to any Event of Default by the Entity of its obligations or covenants under this Subsequent Developer Agreement, the City or Master Developer shall forward a copy of such notice or demand to each Permitted Mortgagee holding any Mortgage authorized by this Subsequent Developer Agreement. The Entity shall promptly advise the City and Master Developer of the name and address of any Permitted Mortgagee upon the closing of any Mortgage loan to such Permitted Mortgagee.

8.04 Mortgagee's Right to Cure Default. After delivery of notice of an Event of Default, each Permitted Mortgagee shall (insofar as the rights of the City and Master Developer are concerned) have the right, at its option, to cure or remedy such Event of Default and to add the cost thereof to the Mortgage debt and the lien of its Mortgage; provided that, if the breach or default is with respect to construction of the Project, nothing contained in this Subsequent Developer Agreement shall be deemed to permit or authorize such Permitted Mortgagee, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or completion of the Project (beyond the extent necessary to conserve or protect the holder's security, including the improvements or construction already begun) without first having expressly assumed the obligation to the City, by written agreement reasonably satisfactory to the City, to complete, in the manner provided in this Subsequent Developer Agreement, the Project on the Project Site or the part thereof to which the lien, interest or title of such holder relates.

Any such Permitted Mortgagee opting to effect necessary cure action shall cure the Event of Default (i) within 30 days of receipt of notice of same in the case of a monetary default and (ii) within 60 days of receipt of notice of same in the case of a non-monetary default, unless same cannot reasonably be cured within such 60 day period and the Permitted Mortgagee commences the cure within the 60 day period and diligently pursues same to completion.

Any such Permitted Mortgagee who shall properly complete the Project or applicable part thereof shall be entitled, upon written request made to the City to receive the Certificate of Occupancy and the Certificate of Completion as set forth in this Subsequent Developer Agreement.

ARTICLE 9 MISCELLANEOUS

9.01 Conflict with Redeveloper Agreement. To the extent that (i) the rights and responsibilities of the Entity and obligations of the City contained in this Subsequent Developer Agreement are inconsistent with the rights and responsibilities of a Subsequent Developer or the obligations of the City as set forth in the Redeveloper Agreement then provisions of this Subsequent Developer Agreement shall govern. The City acknowledges that the Master Developer shall have no liability under this Subsequent Developer Agreement and that its acknowledgement of this Subsequent Developer Agreement is solely for the purpose of recognizing the Entity and the Project pursuant to the Redeveloper Agreement. Nothing contained in this Subsequent Developer Agreement modifies, alters or waives the rights of either the City or the Master Developer under the Redeveloper Agreement. No action or inaction by the Entity shall be imputed to be considered a breach, default, or violation of the Redeveloper Agreement by the Master Developer.

9.02 No Consideration for Agreement. The Entity warrants it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Subsequent Developer Agreement, other than normal costs of conducting business and costs of professional services such as architects, engineers, financial consultants and attorneys. The Entity further warrants it has not paid or incurred any obligation to pay any officer or official of the City, any money or other consideration for or in connection with this Subsequent Developer Agreement.

9.03 Non-Liability of Officials and Employees. No member, official or employee of the City shall be personally liable to the Entity, or any successor in interest, in the event of any default or breach by the City, or for any amount which may become due to the Entity or its successor, or on any obligation under the terms of this Subsequent Developer Agreement. No member, officer, or employee of the Entity shall be personally liable to the City under this Subsequent Developer Agreement.

9.04 Inspection of Books and Records.

(a) The City shall have the right at all reasonable times on reasonable advance notice to the Entity to inspect the books and records of the Entity pertinent to the requirements of this Subsequent Developer Agreement, including but not limited to construction contracts, books and records, leases, insurance policies, and agreements.

(b) The Entity shall have the right at all reasonable times to inspect the books and records of the City pertinent to the purposes of this Subsequent Developer Agreement.

(c) Such inspections must be performed at a time and in a manner as to not unreasonably interfere with the business operations of the Party whose books and records are being inspected.

9.05 Modification of Agreement. No modification, waiver, amendment, discharge, or change of this Subsequent Developer Agreement shall be valid unless the same is in writing, duly authorized, and signed by the Entity and the City, and acknowledged by the Master Developer.

9.06 Recitals. The recitals contained in this Agreement contain statements of fact and/or expressions of intention by the Parties and are deemed to be part of the substance of this Agreement.

9.07 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof.

9.08 Title of Articles and Sections. The titles of the several Articles and Sections of this Agreement, as set forth in the Table of Contents or at the heads of said Articles and Sections, are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

9.10 Severability. The validity of any Articles and Section, clause or provision of this Subsequent Developer Agreement shall not affect the validity of the remaining Articles and Section, clauses or provisions hereof.

9.11 Indemnification. The Entity, for itself and its successors and assigns, covenants and agrees, at its sole cost and expense to indemnify, defend and hold harmless the Master Developer, the City, its governing body, their respective officers, employees, agents, attorneys and consultants, representatives and employees, agents, attorneys and consultants, representatives and employees and respective successors and assigns from any third Party claims, liabilities, losses, costs, damages, penalties and expenses (including reasonable attorney's fees) resulting solely from or in connection with one or a combination of the following (i) any breach by the Entity or its agents, employees or consultants, of the Entity's obligations under this Subsequent Developer Agreement, or (ii) the acts or omissions of the Entity agents, contractors or subcontractors, employees, or consultants in connection with the development, financing, design, construction, operation, or maintenance of the Project.

9.12 Governing Law. The Subsequent Developer Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

9.13 Waiver of Jury Trial. The Parties to this Subsequent Developer Agreement do hereby waive the right to a trial by jury with respect to any dispute or controversy concerning or arising as a consequence of this Agreement.

9.14 Notices. Any notice by a Party to this Subsequent Developer Agreement to another of the parties shall be deemed to have been properly given only if (i) delivered personally or (ii) sent by registered or certified mail return receipt requested in a postage paid envelope or (iii) sent by nationally recognized overnight delivery service to a Party at such Party's address set forth above or such other address as a Party may designate in writing. Notices shall be deemed to have been duly given when received by the addressee or upon the addressee's refusal to accept

delivery. The terms of this Section 9.14 shall apply to any Permitted Mortgagee upon such Permitted Mortgagee giving notice to the other parties of its identity and address.

9.15 Condemnation. The City is authorized under the Act to condemn property in a redevelopment area for the purpose of effectuating a redevelopment project; however, pursuant to Section 17.2 of the Redeveloper Agreement, the City has contractually agreed not to exercise its eminent domain powers concerning any property within the Boardwalk Area or the Prime Renewal Area of the Redevelopment Plan without Master Developer's consent. ..

IN WITNESS WHEREOF, the parties have executed this Subsequent Developer Agreement as of the date first written above.

[SEAL]

Attest:

THE CITY OF ASBURY PARK

By: _____
Cindy Dye
City Clerk

By: _____
John Moor
Mayor
Date: _____

Witness:

REGIONAL DEVELOPMENT GROUP

By: _____
[name]
[title]
Date: _____

ASBURY PARTNERS, LLC

By: _____

EXHIBIT 1

Declaration of Covenants and Restrictions

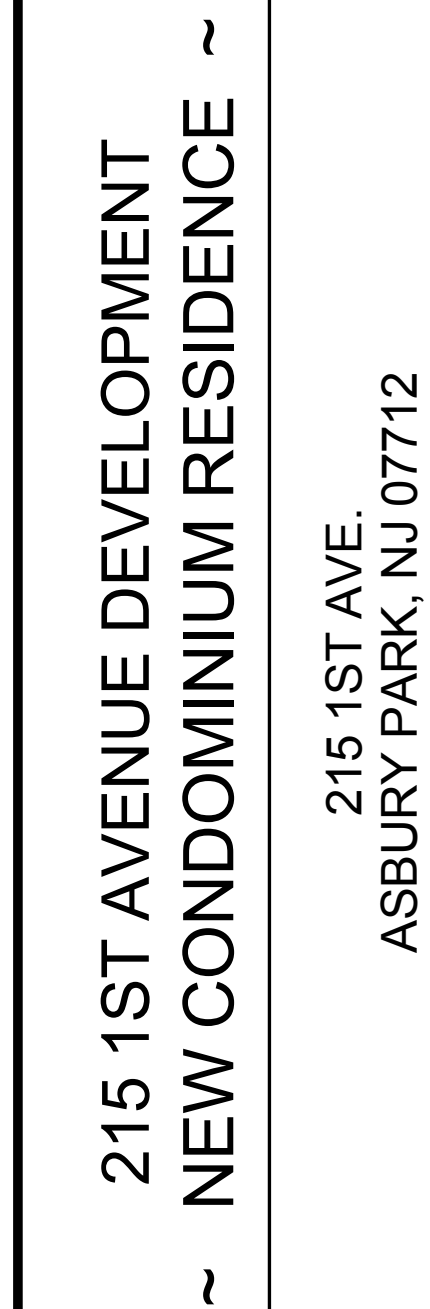
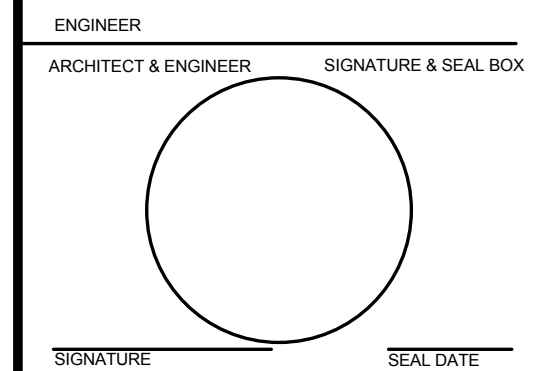
EXHIBIT 2
Assumed Unit Pricing

Exhibit A



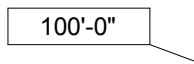
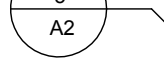
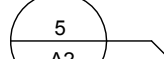
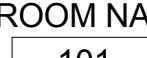
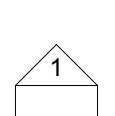
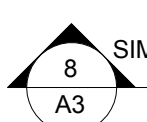
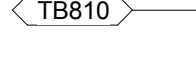
mode
Monmouth Ocean Design Experts

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619 LAKE AVE, 3RD FLOOR
ASBURY PARK, NJ
732-800-1958
E: dcondatore@mode-arch.com
NJ LICENSE #21A10798000



PROJECT CONTACTS	
OWNER FIRST AVENTURE DEVELOPMENT, LLC 305 BOND ST., 3RD FLOOR ASBURY PARK, NJ 07712 TRIP BROOKS E-MAIL: tripbrooks@gmail.com	CIVIL LANDMARK SURVEYING & ENGINEERING 813 MAIN ST. AVON-BOY-THES-SEA, NJ 07717 TRIP BROOKS E-MAIL: landmarksoptimum.net T: 732.775.8558
ARCHITECT MODE ARCHITECTS, LLC 619 LAKE AVE., 3RD FLR ASBURY PARK, NJ 07712 DANIEL M. CONDATORE, RA E-MAIL: dcondatore@mode-arch.com T: 732.800.1559	LANDSCAPE ARCHITECT MEILLO + BAUER ASSOCIATES, INC. 200 UNION AVE BRIELLE, NJ 08730 LYNN YAHIA E-MAIL: lyahia@meillonbauer.com T: 732.228.0694
MECHANICAL, ELECTRICAL, & PLUMBING DLR ASSOCIATES 256 INDUSTRIAL WAY WEST EATONTOWN, NJ 07724 CONTACT: ANDRE BIER E-MAIL: abier@dlrassociates.com T: 732.927.5023	ATTORNEY LAW OF OFFICE OF KEVIN E. KENNEDY, LLC 165 STATE HWY 35 RED BANK, NJ 07701 KEVIN KENNEDY E-MAIL: kennedyjlaw@kevinkennedylaw.net T: 732.936.1099
STRUCTURAL 3D ENGINEERING & CONSTRUCTION CORP. 1670 ROUTE 34N, SUITE 3A WALL TOWNSHIP, NJ 07727 LINO DE ALMEIDA E-MAIL: lrealmeida@3dengineering.com T: 732.598.4303	INTERIOR DESIGNER PINE + COMSTOCK ASBURY PARK, NJ 07712 RENDERING ARTIST IN CONCEPT DESIGN E-MAIL: catask@inconceptdesign.com T: 732.779.7255

SYMBOLS LEGEND

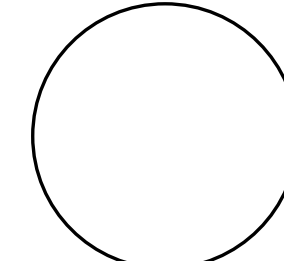
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1
SCALE

DETAIL NAME

Attachment: 215 First Ave - Architectural Drawing Set - 2018-12-19 Exhibit A (2019-258 : Subsequent Developer Agreement Regional Development Group, LLC Block 3901, Lot 11 (215 First Ave.))



SEAL DATE

215 1ST AVENUE DEVELOPMENT
NEW CONDOMINIUM RESIDENCE ~

215 1ST AVE.
ASBURY PARK, NJ 07712

3111

PROJECT LOCATION

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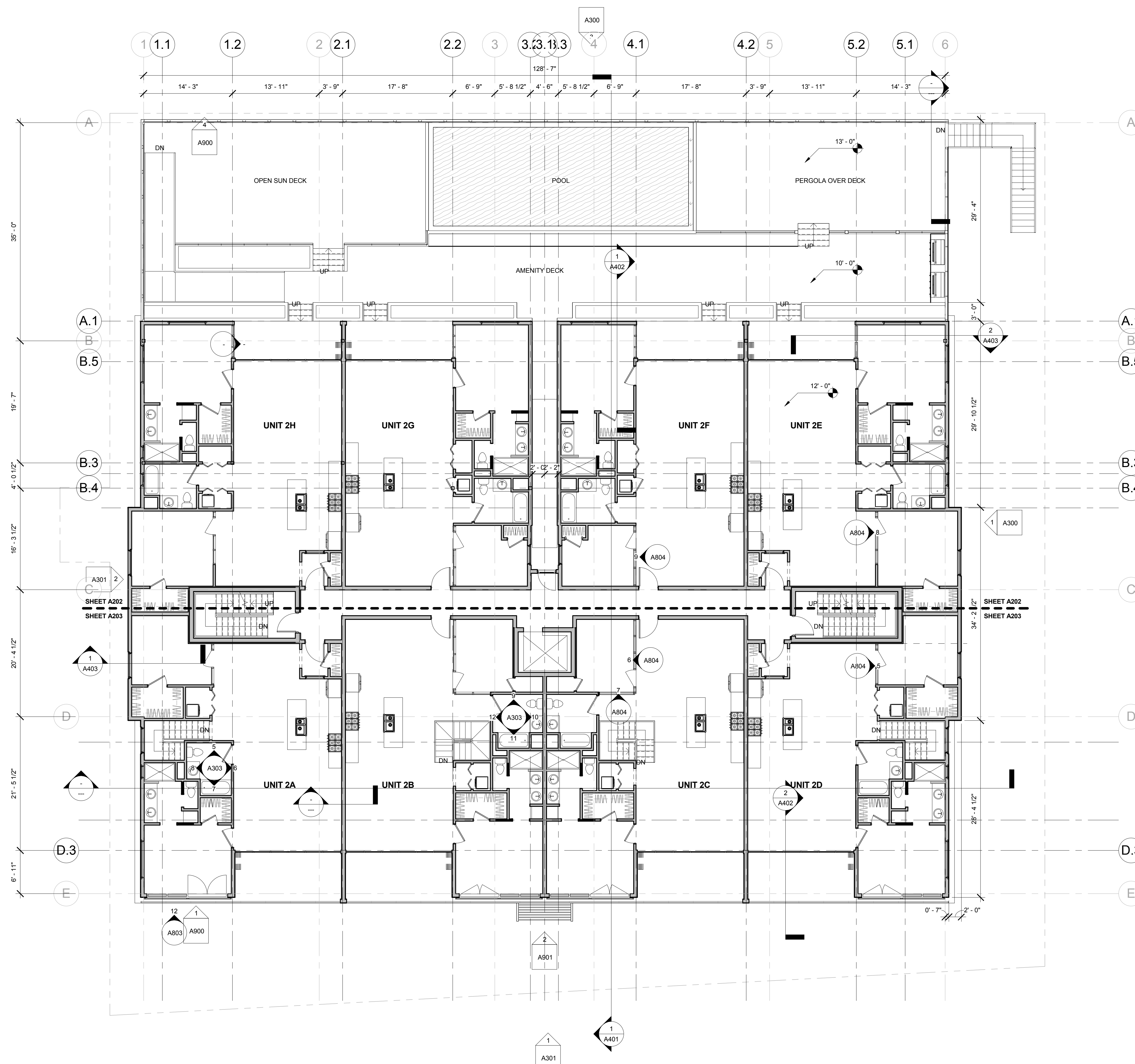
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2ND FLOOR PLAN

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A101



① 2ND FLOOR PLAN
1/8" = 1'-0"

mode

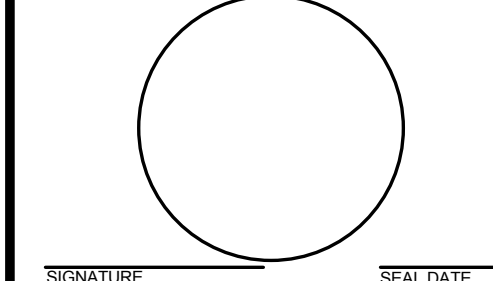
Monmouth Ocean Design Experts

DANIEL M. CONDATORE, RA
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ASBURY PARK, NJ
732-800-1958
E: dcondatore@mode-arch.com
NJ LICENSE #21A0798000

ENGINEER

ARCHITECT & ENGINEER

SIGNATURE & SEAL BOX



SIGNATURE

SEAL DATE

215 1ST AVENUE DEVELOPMENT
~ NEW CONDOMINIUM RESIDENCE ~

215 1ST AVE.
ASBURY PARK, NJ 07712

OWNER

PROJECT
LOCATION

No.	REVISIONS / ISSUES	DATE
	TRC SUBMISSION	11/12/18

CHECKED BY: DMC DRAWN BY: DMC

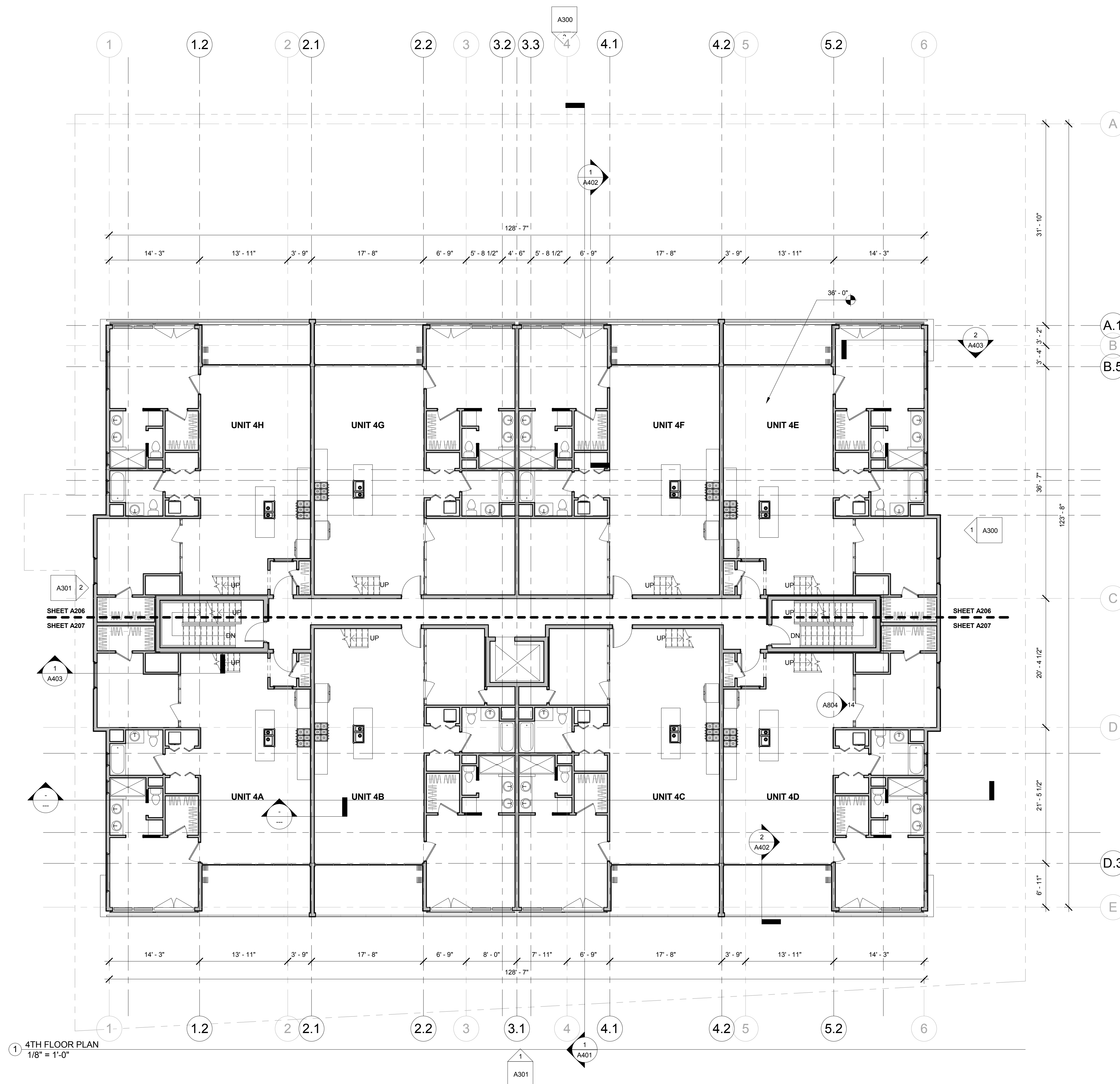
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4TH FLOOR PLAN

DRAWING NO:

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mode

Monmouth Ocean Design Experts

DANIEL M. CONDATORE, RA

619 LAKE AVE, 3RD FLOOR

ASBURY PARK, NJ

732-800-1958

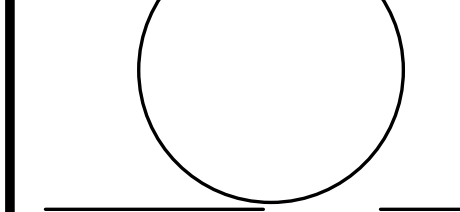
E: dcondatore@mode-arch.com

NJ LICENSE #21A0798000

ENGINEER

ARCHITECT & ENGINEER

SIGNATURE & SEAL BOX



SIGNATURE

SEAL DATE

215 1ST AVENUE DEVELOPMENT
~ NEW CONDOMINIUM RESIDENCE ~

215 1ST AVE.
ASBURY PARK, NJ 07712

OWNER

PROJECT
LOCATION

No.	REVISIONS / ISSUES	DATE
	TRC SUBMISSION	11/12/18

CHECKED BY: DMC

DRAWN BY: DMC

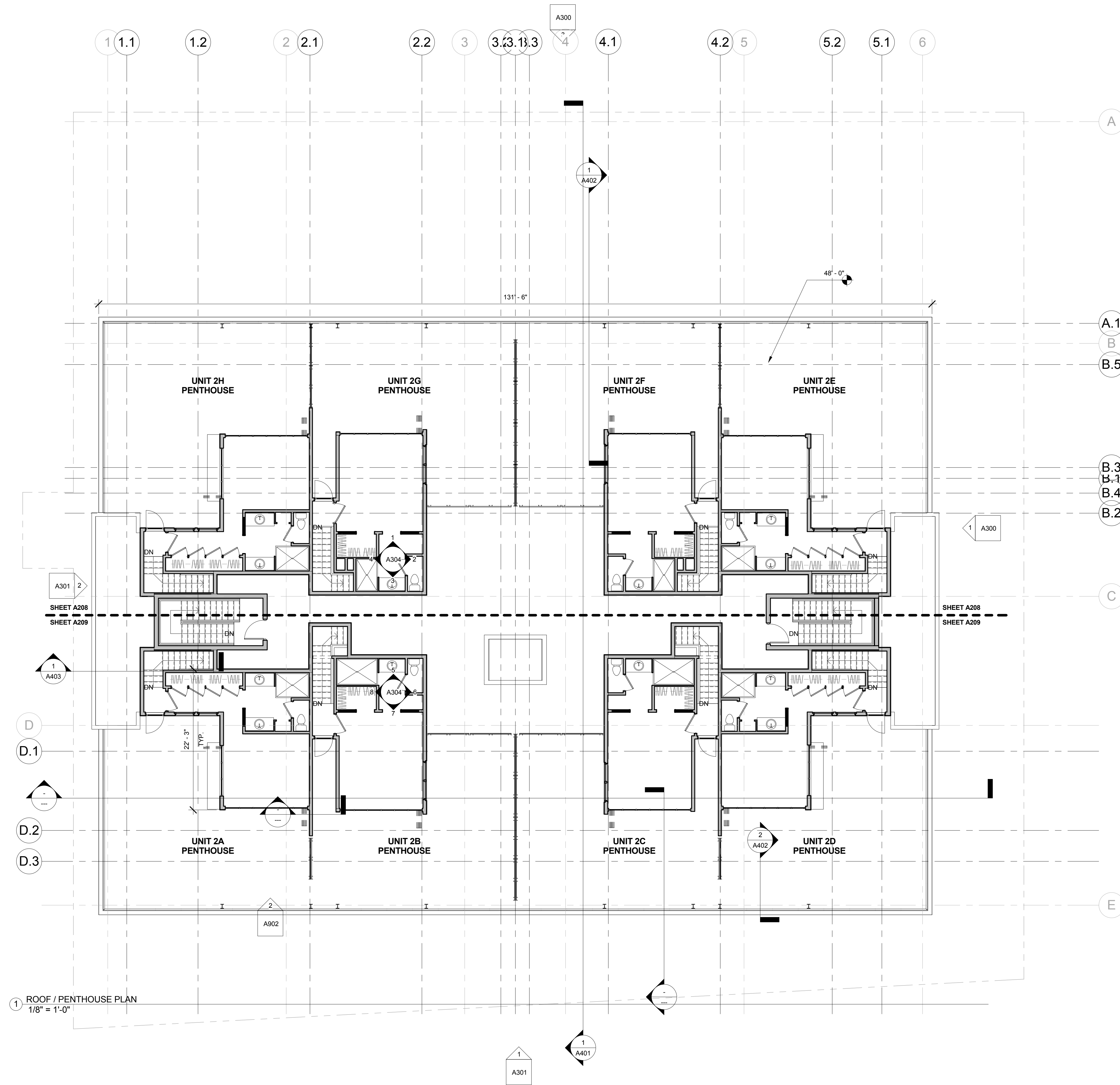
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DRAWING TITLE:

ROOF /
PENTHOUSE PLAN

DRAWING NO:

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mode

Monmouth Ocean Design Experts

DANIEL M. CONDATORE, RA

619 LAKE AVE, 3RD FLOOR

ASBURY PARK, NJ

732-800-1958

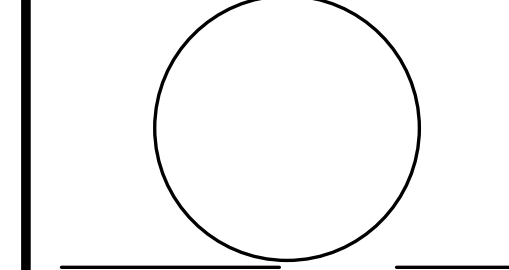
E: dcondatore@mode-arch.com

NJ LICENSE #21A0798000

ENGINEER

ARCHITECT & ENGINEER

SIGNATURE & SEAL BOX



SIGNATURE

SEAL DATE

215 1ST AVENUE DEVELOPMENT
NEW CONDOMINIUM RESIDENCE

215 1ST AVE.
ASBURY PARK, NJ 07712

OWNER

PROJECT
LOCATION

No.	REVISIONS / ISSUES	DATE
1	TRC SUBMISSION	11/12/18

CHECKED BY

DMC

DRAWN BY

DMC

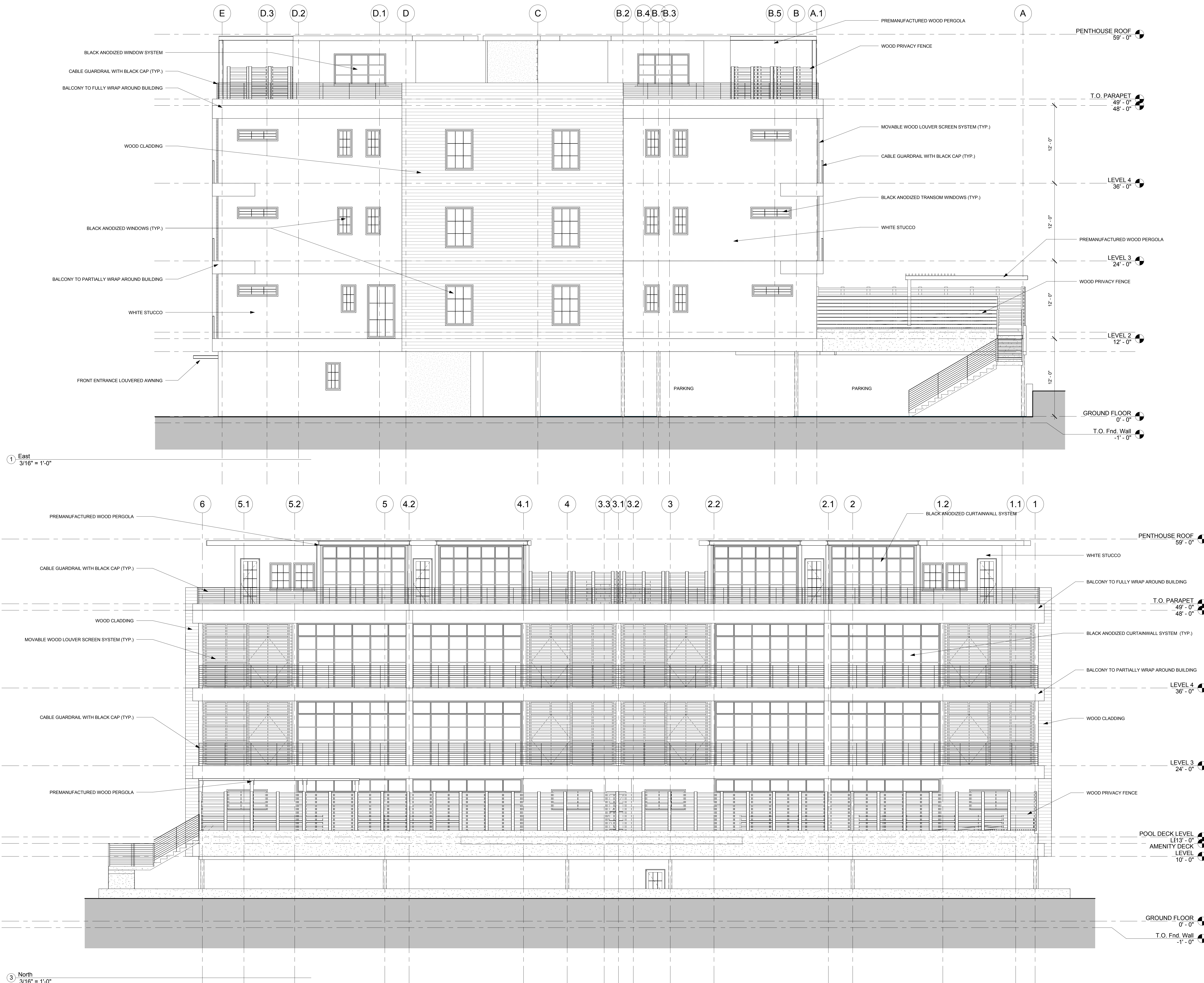
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BUILDING
ELEVATIONS

DRAWING NO:

A300



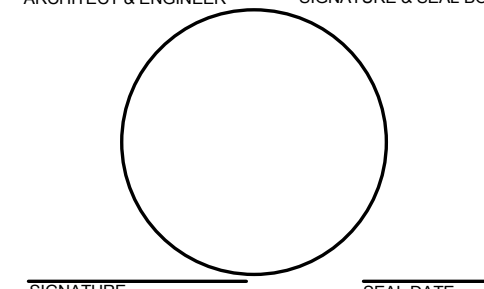
mode

Monmouth Ocean Design Experts
DANIEL M. CONDATORE, RA
619 LAKE AVE, 3RD FLOOR
ASBURY PARK, NJ
732-800-1958
E: dcondatore@mode-arch.com
NJ LICENSE #21A0798000

ENGINEER

ARCHITECT & ENGINEER

SIGNATURE & SEAL BOX



SIGNATURE

SEAL DATE

215 1ST AVENUE DEVELOPMENT
NEW CONDOMINIUM RESIDENCE

215 1ST AVE.
ASBURY PARK, NJ 07712

OWNER

PROJECT
LOCATION

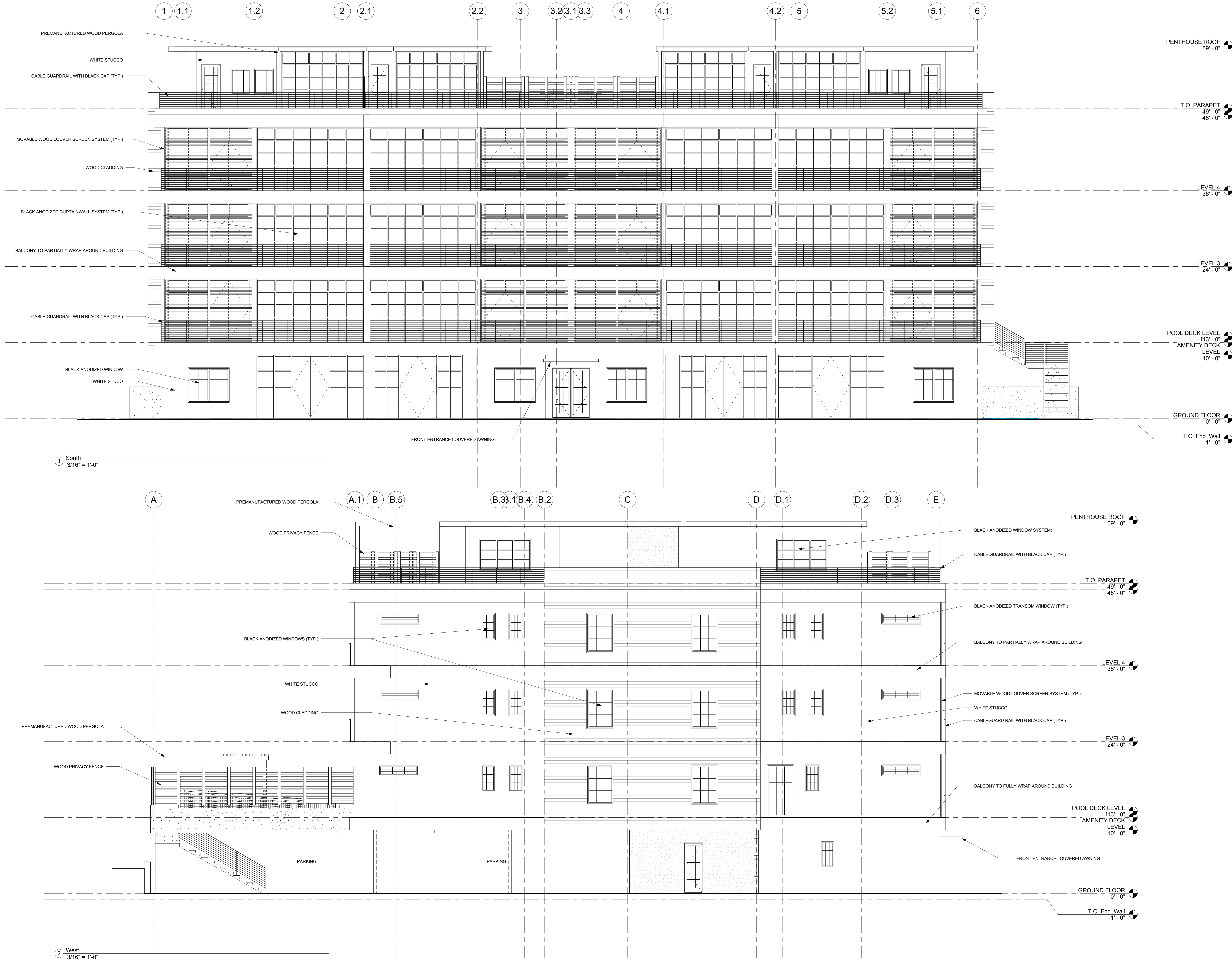
No.	REVISIONS / ISSUES	DATE
	TRC SUBMISSION	11/12/18

CHECKED BY: DMC
SCALE:

DRAWING TITLE:
BUILDING
ELEVATIONS

DRAWING NO:

A301



mode

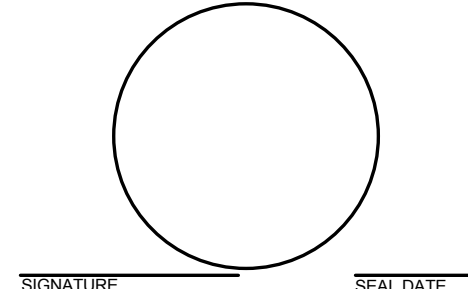
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ENGINEER

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SIGNATURE & SEAL BOX



SIGNATURE

SEAL DATE

215 1ST AVENUE DEVELOPMENT
~ NEW CONDOMINIUM RESIDENCE ~

215 1ST AVE.
ASBURY PARK, NJ 07712

OWNER

No.	REVISIONS / ISSUES	DATE
1	TRC SUBMISSION	11/12/18

CHECKED BY

DMC

DRAWN BY

DMC

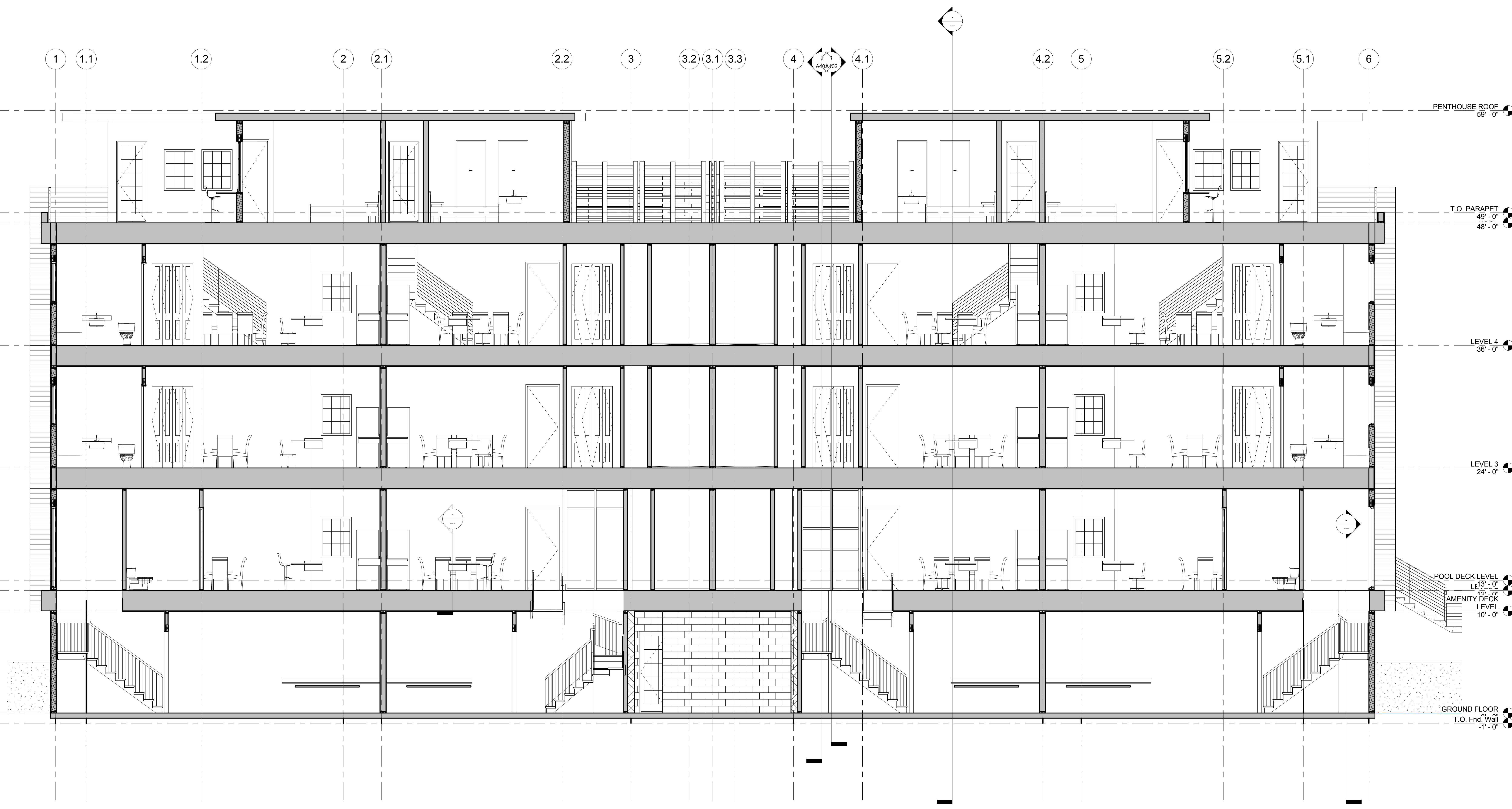
SCALE

DRAWING TITLE

BUILDING
SECTIONS

DRAWING NO.

A400



1 EAST WEST SECTION
1/4" = 1'-0"

mode

Monmouth Ocean Design Experts

DANIEL M. CONDATORE, RA

619 LAKE AVE, 3RD FLOOR

ASBURY PARK, NJ

732-800-1958

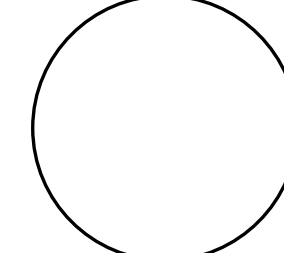
E: dcondatore@mode-arch.com

NJ LICENSE #21A0798000

ENGINEER

ARCHITECT & ENGINEER

SIGNATURE & SEAL BOX



SIGNATURE

SEAL DATE

215 1ST AVENUE DEVELOPMENT
~ NEW CONDOMINIUM RESIDENCE ~

215 1ST AVE.
ASBURY PARK, NJ 07712

OWNER

PROJECT
LOCATION

No.	REVISIONS / ISSUES	DATE
1	TRC SUBMISSION	11/12/18

CHECKED BY

DMC

DRAWN BY

DMC

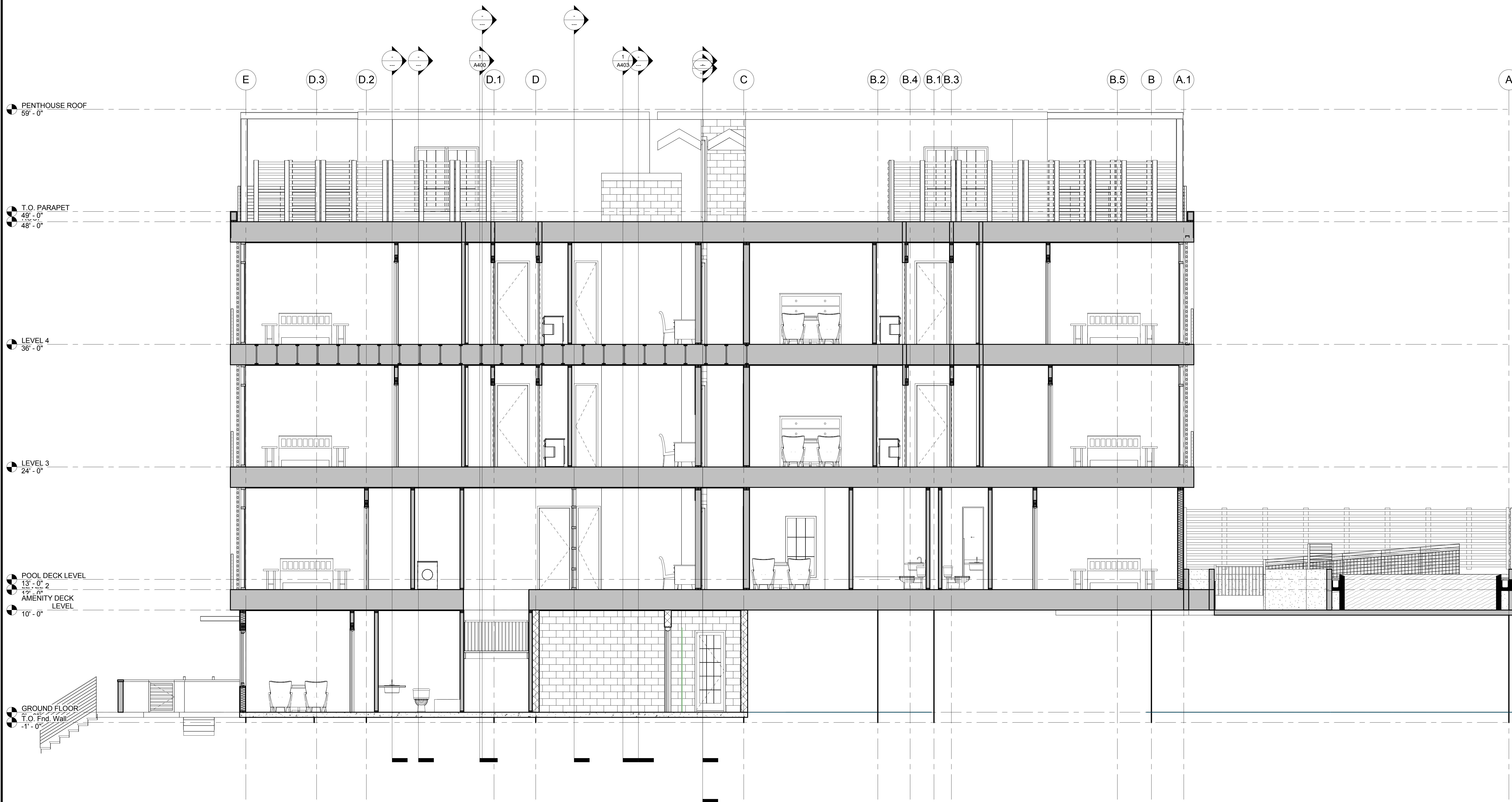
SCALE:

DRAWING TITLE:

BUILDING
SECTIONS

DRAWING NO:

A401



Section 16
1/4" = 1'-0"



**Asbury Park, New Jersey
ORDINANCE NO. 2019-32**

**AN ORDINANCE AMENDING CHAPTER TWO SECTION FORTY-NINE PARKING
UTILITY**

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park (the "City"), in the County of Monmouth and State of New Jersey, that Chapter Two Section Forty-Nine of the "Code of the City of Asbury Park, New Jersey is hereby amended:

2-49 TRANSPORTATION UTILITY.

2-49.1 Establishment.

There is hereby created under the terms of this section a public utility for the purpose of managing its transportation operations within the City of Asbury Park, County of Monmouth and State of New Jersey. For budgetary and accounting purposes, this utility shall be a separate entity, having its own borrowing capacity; its own separate accounts and its own separate property, whether it be real, personal or mixed. (Ord. No. 2866 § 1)

Transportation shall be defined as, "Including but not limited to the orderly and safe movement of all types of vehicles within the public right-of-way, the orderly and safe movement of pedestrians within the right of way, and the design, repair, construction, maintenance of any and all facilities or structures to assist in the movement of vehicles or pedestrians in an orderly and safe manner.

2-49.2 Official Name.

The name by which the Utility shall be known is "The Asbury Park Transportation Utility," hereinafter the "Utility." (Ord. No. 2866 § 2)

2-49.3 Functions.

It shall be the function of the Utility to budget and account for the transportation operations undertaken by the City; to preserve, care for, lay out, construct, maintain, improve and operate lands, buildings, and facilities used for the provision of public transportation, public parking and the enforcement of the City's laws and regulations concerning transportation and parking; to construct, reconstruct, alter, provide, renew and maintain buildings or other structures and equipment and provide for the care, custody and control thereof in the operation of the Utility; to raise money necessary to pay for the lands, rights or interest therein acquired for transportation activities, and for improving and equipping the same; to pay or make provision for

the payment of the reasonable expenses in each fiscal year of the Utility; to pay to those persons entitled thereto the interest and principal on notes and bonds of the Utility, and to deposit and accumulate reserve funds or reserves. (Ord. No. 2866 § 3)

2-49.4 Governing Regulations.

The Utility shall be governed by the ordinances, the Administrative Code, and the resolutions adopted by the Mayor and City Council and by administrative directives. (Ord. No. 2866 § 4)

2-49.5 Financial Affairs.

The financial affairs of the Utility shall be governed in accordance with the statutes applying to the financial affairs of the municipality and utilities in general. (Ord. No. 2866 § 5)

2-49.6 Acquisition of Property.

The Utility may, from time to time, acquire such real property as may be authorized by the Mayor and City Council by duly adopted ordinances according to the laws of the State of New Jersey. (Ord. No. 2866 § 6)

2-49.7 Appointment of Employees, Salaries and Compensation.

The City Manager shall have the full authority to appoint and employ all necessary employees for the Utility. Salaries of the employees will be in accordance with classification and salary ordinances duly adopted by the Mayor and City Council. Portions of salaries of existing employees may be prorated based on the amount of time spent on parking operations compared to the employees' full-time City responsibilities. (Ord. No. 2866 § 7)

2-49.8 Utility Charges.

The Utility shall have authority to charge and collect monies for the use of the utilities facilities whether they be user charges, rental fees, or lease payments, and to use these monies to defray the cost of acquisition of lands, buildings and facilities, rights and interests therein, to equip the facilities, to pay the Utility's current expenses and to pay the interest and principal on notes and bonds. (Ord. No. 2866 § 8)

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2019-32 which was finally adopted by the City Council at a meeting held on the 24th day of July, 2019

CINDY A. DYE

CITY CLERK

2-49 PARKING-TRANSPORTATION UTILITY.

2-49.1 Establishment.

There is hereby created under the terms of this section a public utility for the purpose of managing its parking-transportation operations within the City of Asbury Park, County of Monmouth and State of New Jersey. For budgetary and accounting purposes, this utility shall be a separate entity, having its own borrowing capacity; its own separate accounts and its own separate property, whether it be real, personal or mixed. (Ord. No. 2866 § 1)

Transportation shall be defined as, "Including but not limited to the orderly and safe movement of all types of vehicles within the public right-of-way, the orderly and safe movement of pedestrians within the right of way, and the design, repair, construction, maintenance of any and all facilities or structures to assist in the movement of vehicles or pedestrians in an orderly and safe manner."

2-49.2 Official Name.

The name by which the Utility shall be known is "The Asbury Park Parking Transportation Utility," hereinafter the "Utility." (Ord. No. 2866 § 2)

2-49.3 Functions.

It shall be the function of the Utility to budget and account for the parking-transportation operations undertaken by the City; to preserve, care for, lay out, construct, maintain, improve and operate lands, buildings, and facilities used for the provision of public transportation, public parking and the enforcement of the City's laws and regulations concerning transportation and parking; to construct, reconstruct, alter, provide, renew and maintain buildings or other structures and equipment and provide for the care, custody and control thereof in the operation of the Utility; to raise money necessary to pay for the lands, rights or interest therein acquired for parking-transportation activities, and for improving and equipping the same; to pay or make provision for the payment of the reasonable expenses in each fiscal year of the Utility; to pay to those persons entitled thereto the interest and principal on notes and bonds of the Utility, and to deposit and accumulate reserve funds or reserves. (Ord. No. 2866 § 3)

2-49.4 Governing Regulations.

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2-49.7 Appointment of Employees, Salaries and Compensation.

The City Manager shall have the full authority to appoint and employ all necessary employees for the Utility. Salaries of the employees will be in accordance with classification and salary ordinances duly adopted by the Mayor and City Council. Portions of salaries of existing employees may be prorated based on the amount of time spent on parking operations compared to the employees' full-time City responsibilities. (Ord. No. 2866 § 7)

2-49.8 Utility Charges.

The Utility shall have authority to charge and collect monies for the use of the utilities facilities whether they be user charges, rental fees, or lease payments, and to use these monies to defray the cost of acquisition of lands, buildings and facilities, rights and interests therein, to equip the facilities, to pay the Utility's current expenses and to pay the interest and principal on notes and bonds. (Ord. No. 2866 § 8)



**Asbury Park, New Jersey
ORDINANCE NO. 2019-33**

**ORDINANCE OF THE CITY OF ASBURY PARK AMENDING CHAPTER VII OF THE
CODE OF THE CITY OF ASBURY PARK REGARDING TRAFFIC REGULATIONS**

WHEREAS, the City of Asbury Park (the “City”) has previously established certain traffic regulations within the City; and

WHEREAS, the previous regulations as referenced above shall be collectively referenced herein as the “prior traffic regulations”; and

WHEREAS, since adoption of the prior regulations, the parking conditions have been evaluated by the City’s Director of Transportation on a continuous basis; and

WHEREAS, the proposed new regulations are set forth in the within Ordinance; and

WHEREAS, it is the intention of the Mayor and Council that the revisions set forth herein shall amend and supplement the Traffic Control Regulations contained within the Chapter VII, entitled “Traffic,” of the “Code of the City of Asbury Park, New Jersey,” accordingly.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, that the amended traffic regulations are hereby approved and adopted for use within the City of Asbury Park, and that Chapter VII, entitled “Traffic,” of the “Code of the City of Asbury Park, New Jersey,” is hereby amended as follows:

7-22 STOP INTERSECTIONS.

Pursuant to the provisions of N.J.S.A. 39:4-140, the intersections described are hereby designated as Stop Intersections. Stop signs shall be installed as provided therein. (2000 Code § 7-22; Ord. No. 2023 § 1; Ord. No. 2189 § 1; Ord. No. 2199 § 1; Ord. No. 2217 § 1; Ord. No. 2244 § 1; Ord. No. 2250 § 1; Ord. No. 2263 § 1; Ord. No. 2367; Ord. No. 2273 § 1; Ord. No. 2389 § 1; Ord. No. 2461 § 1; Ord. No. 2559; Ord. No. 2570; Ord. No. 2665; Ord. No. 2675; Ord. No. 2871; Ord. No. 2883; Ord. No. 2888; Ord. No. 2015-32)

<i>Intersection</i>	<i>Stop sign(s) on</i>
Bridge Street and Locust Drive	Locust Drive

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2019-33 which was finally adopted by the City Council at a meeting held on the 24th day of July, 2019

CINDY A. DYE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2019-26**

**AN ORDINANCE AMENDING SALARIES OF CERTAIN EMPLOYEES WITHIN THE
CITY OF ASBURY PARK, MONMOUTH COUNTY, NJ**

WHEREAS, the City has determined that the Amending of the following position is required for the efficient operation of the City.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and Council of the City of Asbury Park that the following Title and Annual Salaries be amended as

	Minimum	Maximum
Planning Board Secretary	\$2500.00	\$7,500.00
Zoning Board Secretary	\$2500.00	\$7,500.00

BE IT FURTHER ORDAINED, that this Ordinance shall take effect immediately upon final passage and publication in accordance within the law.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2019-26 which was finally adopted by the City Council at a meeting held on the 24th day of July, 2019

CINDY A. DYE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2019-29**

**AN ORDINANCE AMENDING SALARIES OF CERTAIN EMPLOYEES WITHIN THE
CITY OF ASBURY PARK, MONMOUTH COUNTY, NJ**

Whereas, the City has determined that the amending of the following position is required for the efficient operation of the City.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and Council of the City of Asbury Park that the following Title and Salaries be amended as

Title:	Minimum	2019 Maximum	2020 Maximum
Parking Attendant	\$10.00	\$17.00	\$19.00

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2019-29 which was finally adopted by the City Council at a meeting held on the 24th day of July, 2019

CINDY A. DYE
CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, July 24, 2019
WORK SESSION

Announcement by the City Clerk

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

Deputy City Clerk Melody Hartsgrove called the meeting to order at 6:00 PM.

Proclamations Reconizing the " Fantastic Five" for heroism of the July 4th incident.

Mayor & City Council recognized the" Fantastic Five" for their heroism on July 4th, Aylssa Balzano, Jasmine Balzano, Lindsey Lavelle, Meredith Prud'homme

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

None at this time.

Special Event Applications

Leesha Flyod reviewed the special events applications with the Council.

Items to be presented by City Planner Michele Alonso:

1. Requested amendment to the Main Street Redevelopment Plan to permit a Billards Hall at 504 Main Street, Block 2503, Lot 11 presented by Michele Alonso, PP, AICP, Director of Planning and Redevelopment

City Planner Michele Alonso reviewed the request for an amendment to the Main Street Redevelopment Plan with the City Council . Paul Fernicola, Esquire and the Property Owner Mr. Lee were also present.

2. 1317-1319 Springwood Avenue (Block: 1101, Lot 41) proposed Short Term Tax Abatement presentation by Michele Alonso, PP, AICP Director of Planning and Redevelopment

City Planner Michele Alonso reviewed the application for a Short Term Tax Abatement with council and David B Duncan the applicant.

Review of Agenda Items for July 24, 2019 Regular Meeting

City Manager Capabianco reviewed the agenda items for this evenings meeting.

Matters from City City Council

Deputy Mayor Quinn read a statement from the Asbury Park Mayor and City Council regarding the two unrelated shootings in Asbury Park last night.

Council Member Chapman stated that coffee with a council person is on Tuesday July 30 at Booskerdoo starting at 10:00 am, come by and get to know your council persons.

Council Member Clayton stated that on Friday July 26 on the 1st Ave Beach a Wheels on the Sand, Wheels in the Water will be held join the Reeve Foundation for a day at the beach. She also thank the Surfrider Foundation for the family day celebration last Saturday.

Deputy Mayor Quinn stated that the Back to School Drive will begin on July 25 and run till August 6th, all donations can be dropped off at City hall and she thanked Cassandra and Leesha for the great work on this event.

Matters from City Manager

None at this time.

Matters from City Attorney

None at this time.

Regular Meeting begins at 7 p.m.

Respectfully submitted by:

Melody Hartsgrrove, Deputy City Clerk



Minutes
Meeting of the Municipal Council
Wednesday, July 24, 2019
REGULAR MEETING

Executive Session - 4:00 p.m.

2019-262 Resolution Authorizing a meeting which excludes the public

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

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

Deputy City Clerk Melody Hartsgrove called the meeting to order at 7:00 PM.

PUBLIC PARTICIPATION

Motion to open meeting to the public was made by Council Member Kendle and seconded by Deputy Mayor Quinn.

The following members of the public spoke: Ernest Mignoli, Tom Gilmor, Rita Marano, Louise Murray, and Linda Phillips. Dan Harris, Nicole Harris, Curtis Barnes, Sylvia Sylvia, Howard Raczkiewicz and Jennifer Lewinski.

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

MINUTES

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

1. **Motion to:** Minutes of July 10,2019 4:00 PM
2. Municipal Council - Work Session - Jul 10, 2019 6:00 PM
3. Municipal Council - Regular Meeting - Jul 10, 2019 7:00 PM

CONSENT AGENDA RESOLUTIONS

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

2019-263 Resolution Approving Special Event Applications

2019-264 Resolution Authorizing the Tax Collector To Extend the Third Quarter 2019 Grace Period.

2019-265 Authorizing the Extension for 3rd Party Municipal Debt Collections through July 16, 2021

INDIVIDUAL RESOLUTIONS

2019-266 Resolution Approving Payment of Bills

Council Member Chapman is abstaining from 19-01971-19-02159-19-02204

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

2019-267 Resolution Authorizing the Purchase of an SUV for the Construction Department

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

2019-268 Authorizing a Professional Services Contract to KMA for Affordable Housing Planning

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

2019-269 Authoring a professional services contract to Lerch, Vinci and Higgins for PILOT billing

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

2019-270 Awarding a contract for Sunset Lake Pond Management

Motion to table was made by Mayor Moor and seconded by Council Member Kendle.

RESULT:	TABLED [UNANIMOUS]
	Next: 9/11/2019 7:00 PM
MOVER:	John Moor, Mayor
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2019-271 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey
Providing for the Insertion of Special Items of Revenue in the 2019 Budget of the City of
Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - Waterfront Redevelopment
Contribution - Police

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

2019-272 Referring the Sunset Lake Park Master Plan to the Planning Board

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

2019-273 Resolution Authorizing the Purchase of Electricity and Natural Gas

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

2019-258 Resolution of the Mayor and City Council of The City of Asbury Park to enter into A
Subsequent Developer Agreement with Regional Development Group, LLC for the
development of property located at Block 3901, Lot 11 (215 First Avenue)

Motion to table was made by Council Member Chapman and seconded by Mayor Moor.

RESULT:	TABLED [UNANIMOUS]
	Next: 8/14/2019 7:00 PM
MOVER:	Eileen Chapman, Councilmember
SECONDER:	John Moor, Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

ORDINANCES

Introduction

2019-32 An Ordinance Amending Chapter Two Section Forty-Nine Parking Utility

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 9/11/2019 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2019-33 Ordinance of the City of Asbury Park Amending Chapter VII of the Code of the City of Asbury Park Regarding Traffic Regulations

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 9/11/2019 7:00 PM
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

Second Reading/Public Hearing

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

Motion made by Council Member Kendle to open Ordinance 2019-26 to the public and seconded by Council Member Clayton. No one from the public spoke.

Motion made by Mayor Moor and seconded by Council Member Chapman to close Ordinance 2019-26 to the public.

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

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

Motion made by Deputy Mayor Quinn to open Ordinance 2019-29 to the public and seconded by Mayor Moor. The following member of the public spoke : Marc ?

Motion made by Mayor Moor and seconded by Council Member Chapman to close Ordinance 2019-29 to the public.

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

ADJOURNMENT

The meeting was adjourned at 8:10 PM

Respectfully submitted by:

Melody Hartsgrrove, Deputy City Clerk