



Agenda
Meeting of the Municipal Council
Wednesday, August 22, 2018
WORK SESSION 6:00 PM

Clerk to Call Meeting to Order

Silent Prayer/Moment of Reflection.

Salute to the Flag

Announcement by the City Clerk

As to comply with the “Open Public Meetings Act,” Chapter 231, P.L. 1975, adequate Notice of this meeting has been provided in the following manner: The Annual Notice was forwarded to the Asbury Park Press, The Coaster and The Star Ledger on January 4, 2018, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

Items for Review:

- A. City Manager's Report on Issues Raised at Prior Council Meeting(s)
- B. Special Event Applications
- C. Review of Agenda Items for August 22, 2018 Regular Meeting
- D. Matters from City Council
- E. Matters from City Manager
- F. Matters from City Attorney
- G. Regular Meeting begins at 7 p.m.



Agenda
Meeting of the Municipal Council
Wednesday, August 22, 2018
REGULAR MEETING 7:00 PM

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

2018-288 Resolution Authorizing a meeting which excludes the public

A. Contract Negotiations

1. Redeveloper's Agreement - 545 Cookman Avenue - Carter Sackman
2. Redeveloper's Agreement - 1001 First Avenue - Asbury Holdings, LLC
3. Amendments to the Waterfront Redevelopment Plan

B. Personnel

1. SAFER Grant

C. Attorney-Client Privilege

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

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

B. Silent Prayer/Moment of Reflection

C. Salute to the Flag

D. Announcement - Open Public Meetings Act

As to comply with the "Open Public Meetings Act," Chapter 231, P.L. 1975, adequate Notice of this meeting has been provided in the following manner: The Annual Notice was forwarded to the Asbury Park Press, The Coaster and The Star Ledger on January 4, 2018, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

E. Public Participation

F. CITY CLERK'S CERTIFICATION TO MAYOR AND COUNCIL REGARDING INITIATIVE AND REFEREDNUM PETITIONS

G. Minutes

- Executive Minutes of Jul 25, 2018 4:00 PM
- Municipal Council - Work Session - Jul 25, 2018 6:00 PM
- Municipal Council - Regular Meeting - Jul 25, 2018 7:00 PM

H. 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.

2018-289 Resolution Approving Special Event Applications

2018-290 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2018 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - Multipurpose Senior Center- Additional Funding

2018-291 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2018 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - NJDOT Transit Village Program Grant

2018-292 Resolution to Credit Sewer Account 2801-2 806-808 Fifth Avenue

2018-293 Resolution to Credit Sewer Account Block 204 Lot 10 1205 Langford Street

2018-294 Resolution to Credit Sewer Account 3504-10 1205 ½ Heck Street

2018-295 Resolution to Terminate Sewer Account Billing and Cancel Open Charges and Credit Block 1304 Lot 4 1408 Summerfield Avenue

2018-296 Resolution Authorizing Refund of Overpayment of Overbilled Taxes on Tax Sale Certificate 3202-11 TSC#15-00270

2018-297 Resolution to Cancel Taxes on City Owned Property 2408-1 111 Main Street

2018-298 Resolution Authorizing Issuance of Duplicate Tax Sale Certificate 1001-4 TSC#A8-00267

2018-299 A Resolution Amending Special Conditions on the Liquor License for Porta at Asbury Park, LLC d/b/a Porta For the 2018-2019 Licensing Year

I. Individual Resolutions

2018-282 Resolution Authorizing Change Order #8 for Springwood Avenue Park professional services

2018-287 Authorizing Appointments to the “Asbury Park TV Committee”

- 2018-300 A Resolution of the Mayor and Council of the City of Asbury Park Requesting the Monmouth County Board of Elections to Place a Public Question on the November 6, 2018 General Election Ballot Regarding a Proposed Ordinance Submitted Through the Power of Initiative (Pursuant to N.J.S.A. 40:69A-184, Et Seq.) Relating to “Short-Term Rental Regulations.”
- 2018-301 A Resolution of the Mayor and Council of the City of Asbury Park Requesting the Monmouth County Board of Elections to Place Two (2) Public Referendum Questions on the November 6, 2018 General Election Ballot Regarding Proposed Amendments to the City’s Current Form of Government (Pursuant to N.J.S.A. 40:69A-25.1)
- 2018-302 Resolution Approving Payment of Bills
- 2018-303 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 from September 28, 2018 through September 30, 2018 and Authorizing the Issuance of a Special Events Permit in Connection Therewith
- 2018-304 Authorizing Grant Application to Monmouth County for Senior Services
- 2018-305 Authorizing T&M Associates to Provide Grant Assistance and Support
- 2018-306 Authorizing T&M Associates to prepare a NJDOT grant application
- 2018-307 Authorizing the City Attorney to Amend the Firehouse Vehicle Bay Lintel Contract
- 2018-308 Resolution of Support from Local Governing Body Authorizing the Sustainable Jersey Grant Application
- 2018-309 Authorizing Change Order Number 1 for the Springwood and Atkins traffic signal upgrade project
- 2018-310 Resolution Authorizing Change Order Number 3 for the Firehouse Lintel Project
- 2018-311 Resolution of Support Authorizing a New Jersey Department of Transportation Safe Routes to School Program Grant Application
- 2018-312 Resolution of the City of Asbury Park Authorizing the Execution of An Agreement To Terminate the Redeveloper Agreement Dated January 12, 2011 Between The City of Asbury Park and Springwood Commons, LLC (Block 903, lots 1.01, 1.02, 2, 3, 4, 5 and 6)
- 2018-313 Referring Proposed Amendments to the City’s Land Development Regulations (Specifically Concerning, Application Procedures, Staff Duties, Notification, Zoning Compliance Documents, Checklist and Performance and Maintenance Guarantees) to the Planning Board for Review and Comment Pursuant to the New Jersey Municipal Land Use Law

- 2018-314 Resolution Adopting the Municipal Public Access Plan And Referring It To The Planning Board For Incorporation in the Master Plan
- 2018-315 Entering in an Agreement with the Asbury Park Housing Authority for Increased Public Safety

J. Ordinances

1. Introduction

- 2018-34 An Ordinance Amending and Supplementing Chapter XXVIII "Health Regulations by Adding Section 28-5 "Intentional Release of Balloons" of the "Code of the City of Asbury Park, New Jersey."
- 2018-35 An Ordinance Amending and Supplementing Section 26-4 "Retirement Benefits" of Chapter XXVI, "Personnel Policies," of the "Code of the City of Asbury Park, New Jersey."
- 2018-36 An Ordinance Amending and Supplementing Chapter III, Entitled "Police Regulations," of the "Revised General Ordinances of the City of Asbury Park, New Jersey," in Order to Establish a New Section Thereof to be Known as Section 3-10, Entitled "Begging And Panhandling."
- 2018-37 An Ordinance Amending Section 3-35, Entitled "Sleeping In Public Places," of Chapter III, "Police Regulations," of the "Revised General Ordinances of the City Of Asbury Park, New Jersey"
- 2018-38 Ordinance of the City of Asbury Park Amending and Supplementing Chapter VII of the Code of the City of Asbury Park Regarding Traffic and Parking Regulations
- 2018-39 An Ordinance Amending and Supplementing Various Articles and Sections of Code of The City of Asbury Park
- 2018-40 An Ordinance Amending the Property Maintenance Code of the City of Asbury Park

2. Second Reading/Public Hearing

- 2018-21 An Ordinance of the City of Asbury Park, County of Monmouth and State of New Jersey Adding Chapter Two Section Eighty-Eight "Development Fees" to the Code of the City of Asbury Park
- 2018-30 Amending and Supplementing Subsection 30-61.9, Entitled "Permitted Exceptions," of Section 30-61, "Signs," of Article V, "Development Standards, of Chapter XXX, "Land Development Regulations," of The "Code of The City of Asbury Park, New Jersey."
- 2018-31 Approving and Adopting an Amendment To The Main Street Redevelopment Plan
- 2018-32 A Capital Ordinance Appropriating the Sum of \$157,400 for Acquisition of Various Items for the City of Asbury Park Including Equipment for the Fire Department, Information Technology Department, Public Works Department and Police Department.

2018-33 An Ordinance Establishing a Restricted Parking Space for use by Handicapped Persons at Property Located at 1509 Third Avenue, in the City of Asbury Park, and Amending and Supplementing Section 7-36, Entitled, “Handicapped Parking,” of Chapter VII, “Traffic,” of the “Revised General Ordinances of the City of Asbury Park, New Jersey.”

K. Adjournment

**RESOLUTION NO. 2018-288****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 August 22, 2018 at 7:00 PM in the Council Chambers located at 1 Municipal Plaza, Asbury Park, New Jersey, that will be limited only to consideration of an items or items with respect to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

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

A. Contract Negotiations:

1. Redeveloper's Agreement – 545 Cookman Avenue – Carter Sackman
2. Redeveloper's Agreement – 1001 First Avenue – Asbury Holdings, LLC
3. Amendments to the Waterfront Redevelopment Area

B. Personnel:

1. SAFER Grant

C. Attorney-Client Privilege

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

CINDY A. DYE
CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, July 25, 2018
WORK SESSION

Announcement by the City Clerk
Barry Capp, Esquire was present as Acting City Attorney.

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

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

Proclamation Recognizing Home Drugs for their Donation of Two Bike Racks to the City

The Mayor and City Council presented a proclamation Recognizing Home Drugs for their Donation of Two Bike Racks to the City.

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

City Manager Capabianco had no issues.

Special Event Applications

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

Review of Agenda Items for July 25, 2018 Regular Meeting

City Manager Capabianco reviewed the Council meeting agenda with the Mayor and City Council.

Matters from City Council

Council Member Clayton stated that there will be movies in the park at Springwood Park. There will be free admission and free popcorn. Check for dates and movies showing.

Council Member Kendle thanked everyone who helped and participated with the Recreation Committee's First Annual Fashion Show.

Matters from City Manager

City Manager Capabianco stated that staff is requesting to cancel the August 8 meeting as there are no matters scheduled. Next meeting will be August 22.

Minutes Acceptance: Minutes of Jul 25, 2018 6:00 PM (Minutes)

Matters from City Attorney

Acting City Attorney Capp had no matters.

Regular Meeting begins at 7 p.m.

Respectfully submitted by:

Cindy A. Dye, RMC, City Clerk

Minutes Acceptance: Minutes of Jul 25, 2018 6:00 PM (Minutes)



Minutes
Meeting of the Municipal Council
Wednesday, July 25, 2018
REGULAR MEETING

Executive Session - 4:00 p.m.

2018-269 Resolution Authorizing a meeting which excludes the public

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

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

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

Barry Capp, Esquire was present as Acting City Attorney.

PRESENTATION BY THE TENANTS ASSOCIATION OF ASBURY TOWERS TO THE ASBURY PARK FIRE DEPARTMENT

The Tenants Association of Asbury Towers presented a donation to the Asbury Park Fire Department.

PUBLIC PARTICIPATION

Motion made by Council Member Kendle and seconded by Council Member Chapman to open the meeting to the public.

The following members of the public spoke: Marty Bradshaw, Dennis (?), Christian Hubert, Louise Murray, Ernest Mignoli, Rita Marano and Bill Stucky.

Motion made by Council Member Kendle and seconded by Council Member Chapman to close the meeting to the public.

Minutes Acceptance: Minutes of Jul 25, 2018 7:00 PM (Minutes)

MINUTES

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

1. Executive Minutes of Jul 11, 2018 4:00 PM
2. Municipal Council - Work Session - Jul 11, 2018 6:00 PM **Accepted**
3. Municipal Council - Regular Meeting - Jul 11, 2018 7:00 PM **Accepted**

CONSENT AGENDA RESOLUTIONS

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

2018-270 Resolution Approving Special Event Applications

- 2018-271 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 2018 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - Unappropriated Grant - Hazardous Discharge Grant
- 2018-272 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2018 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - Unappropriated Grant - Edward Byrne Justice Assistance Grant
- 2018-273 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2018 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - Unappropriated Grant - Multipurpose Senior Center
- 2018-274 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2018 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - Unappropriated Grant -EDA Cyber District Grant
- 2018-275 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2018 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - Unappropriated Grant -North Beach Boardwalk Local Aid

Minutes Acceptance: Minutes of Jul 25, 2018 7:00 PM (Minutes)

- 2018-276 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2018 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - Unappropriated Grant EDA Bikeway Grant
- 2018-277 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2018 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - Redeveloper Contribution Special Police
- 2018-278 Resolution to Terminate Sewer Account Billing and Cancel Open Charges and Credit Block 4104 Lot 10 213 Fourth Avenue
- 2018-279 Resolution Approving Award of Contract for Regional Contribution Agreement Project (3 Ivy Place)

INDIVIDUAL RESOLUTIONS

- 2018-280 Resolution Approving Payment of Bills

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

- 2018-281 Resolution Adopting a Corrective Action Plan in Response to the Recommendations Contained in the 2017 Report of Audit

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

- 2018-282 Resolution Authorizing Change Order #8 for Springwood Avenue Park professional services

RESULT:	TABLED [UNANIMOUS]
	Next: 8/22/2018 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

- 2018-283 Resolution Authorizing the Purchase of Police Body Worn Cameras

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

2018-284 Resolution Authorizing Purchase of a Police Radar Trailer with Cameras

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

2018-285 Resolution Authorizing the Purchase of three SUV 's for Parking Enforcement

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

2018-286 Authorizing AT&T access within the right-of-way

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

ORDINANCES

Introduction

2018-32 A Capital Ordinance Appropriating the Sum of \$157,400 for Acquisition of Various Items for the City of Asbury Park Including Equipment for the Fire Department, Information Technology Department, Public Works Department and Police Department.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 8/22/2018 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2018-33 An Ordinance Establishing a Restricted Parking Space for use by Handicapped Persons at Property Located at 1509 Third Avenue, in the City of Asbury Park, and Amending and Supplementing Section 7-36, Entitled, "Handicapped Parking," of Chapter VII, "Traffic," of the "Revised General Ordinances of the City of Asbury Park, New Jersey."

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 8/22/2018 7:00 PM
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

Minutes Acceptance: Minutes of Jul 25, 2018 7:00 PM (Minutes)

Second Reading/Public Hearing

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

RESULT:	TABLED [UNANIMOUS]
	Next: 8/22/2018 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

ADJOURNMENT

The meeting was adjourned at 7:45 PM

Respectfully submitted by:

Cindy A. Dye, RMC, City Clerk

Minutes Acceptance: Minutes of Jul 25, 2018 7:00 PM (Minutes)



RESOLUTION NO. 2018-289

**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 August 22, 2018 the following Special Events Applications were presented for approval by the Director of Recreation:

1. Church Event
2. CBD Yoga
3. Bethel Community Church
4. Boys and Girls Club Open House
5. 4th Annual Bond Street Block Party
6. Senior Class APTS Car Wash
7. Debate Team APTS Car Wash
8. Equality Walk
9. 27th annual Fishing Club Flea Market

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. 2018-289 which was finally adopted by the City Council at a meeting held on the 22nd day of August, 2018

CERTIFIED BY ME THIS 23rd DAY OF August, 2018.

CINDY A. DYE

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: Church Event

DATE(S): August 25th Rain Date: August 25th
HOURS OF EVENT: From 12 pm To: 4 pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

DuSarte Church (Atkins Ave) between Bangs Ave / Summerfield

Name of Applicant/Organization: Angela Stephens

Address: 111 1/2 Lakeside Ave Asbury Park

Contact: Angela Stephens Phone: (732) 768-1293

Fax: _____ Email: _____

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

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: Honoring our mother having Church songs and donating clothes to kids and members of the Church (small family and church she attended)

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

Attachment: cm 822 (2018-289 : Special Event Applications)

OVER

Packet Pg. 16

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes _____ No ☒ If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 50 or less (small church)ADMISSION CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____VENDOR CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES ☒ NO _____ Please Give Details:To have it outside church on Atkins between Bangor and Thompson Ave

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:

Security is cop and garbage will be disposed on church property on garbage dayDESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: 1 (cop) police officerNOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

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

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

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

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

Angela W. Stephens
Signature of Applicant7/30/18
DateAngela W. Stephens
Print Name of Applicant

For Special Events Office Use only:

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

Packet Pg. 17



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: CBD Yoga

DATE(S): August 25th Rain Date: September 1st

HOURS OF EVENT: From 2:30pm To: 5:00pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT: Kennedy Park

Name of Applicant/Organization: Haute Box

Address: 314 Karen Avenue Neptune New Jersey 07753

Contact: Ian Nugent

Phone: (908)-309-1923

Fax: N/A

Email: INugent93@gmail.com

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

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING:

Our event will feature a yoga session in Kennedy Park. The yoga will face Ocean Grove & the water. Prior we will have a speaker talk about the benefits of CBD.

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMITYes No ☒ If yes, please explain**NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 40****ADMISSION CHARGE? YES ☒ NO IF YES, HOW MUCH \$20****VENDOR CHARGE? YES ☒ NO IF YES, HOW MUCH \$250-\$350****WILL YOU REQUIRE A STREET CLOSING? YES NO ☒ Please Give Details:**

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

We will bring trash bags for any incidental trash & recyclables.

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

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

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

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

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

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

ian nugent

Signature of Applicant

7/24/2017

Date

Ian Nugent

Print Name of Applicant

For Special Events Office Use only:

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

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

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

Application Fee: (non refundable)

Attachment: cm 822 (2018-289 : Special Event Applications)



SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

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

NAME OF EVENT: BAPTISMAL

DATE(S): 9/1/18

Rain Date: _____

HOURS OF EVENT: From 8 am To: 10 am

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

6th Ave Beach

Name of Applicant/Organization: Bethel Community Church

Address: 871 ESSGX RD Tinton Falls NJ 07753

Contact: Mrs. Blacknail Phone: 732 922 2224

Fax: _____ Email: 1444@bccint.org

Non-Profit? Yes ☒ No ☐ Tax Exempt ID Number: 22 3507067

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: BAPTIZING MEMBERS

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.

City of Asbury Park Special Events Application

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT
 Yes _____ No ☒ If yes, please explain _____

NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 25
 ADMISSION CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____
 VENDOR CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____

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

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

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

8/1/18
 Date

Alissa Blacknall
 Print Name of Applicant

For Special Events Office Use only:

Total Fees Calculated to be paid by Applicant \$ _____

Total Fees Collected \$ _____



SPECIAL EVENTS PERMIT APPLICATION



Date Received: _____ APP. # _____

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

NAME OF EVENT: Boys & Girls Club Open House Community Celebration

DATE(S): 9/8/18 Rain Date: 9/9/18

HOURS OF EVENT: From 12:00 PM To: 3:00 PM

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Monroe Ave Between Prospect Ave and Winn Street

Name of Applicant/Organization: Boys & Girls Clubs of Monmouth County

Address: 1201 Monroe Ave, Asbury Park, NJ 07712

Contact: Karen Odom Phone: 732-775-7862

Fax: 732-775-4065 Email: KAREN@bgcmonmouth.org

Non-Profit? Yes ☒ No ☐ Tax Exempt ID Number: 210-694-3731000

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: The Event will be an open house community celebration with food, games, music and pool time.

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 822 (2018-289 : Special Event Applications)

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes _____ No ☒ If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 200 - 300ADMISSION 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:BARRICADES will BE NEEDED at the corner of Prospect and Monroe Avenues as well as Monroe and Winn Streets

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: Security = Two (2) Asbury Park Police Officers
Traffic Control = BARRICADES; ~~CLUB~~ Clean up = Club Staff; TRASH
AND DEBRIS will be placed in Club DumpstersDESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: Delivery and pickup BARRICADESwill be NEEDED. Two (2) Asbury Park Police Officers will be NEEDED FOR SECURITYNOTE: 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.

K — R. Odom
Signature of Applicant7/11/18
DateKAREN R. Odom
Print Name of Applicant

For Special Events Office Use only:

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



SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

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

NAME OF EVENT: 4th Annual Bond Street Block Party

DATE(S): September 8, 2018 Rain Date: 9/22/18

HOURS OF EVENT: From 2 pm To: 10 pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Name of Applicant/Organization: Bond Street Bar + Grill
 Address: 208 Bond St. Asbury Park, NJ 07712
 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 our 4th annual customer appreciation block party with outdoor music, drinks, and food.

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

OVER

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes ☒ No ☐

If yes, please explain

We would like to extend
Bond Street Bar Liquor license (1303-33-034-0137) to the 200
block of Bond St.

NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 300ADMISSION 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:

We would like to close down the 200 block of Bond St.

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

We will have to security personnel
 located at each end of the block to check ID's and issue bracelets
 to 21+. We will also have 4 roaming security to address any issues.
 We would like 1 barricade for each end of the block and 1 AP Police
 officer at each end as well. We will utilize our own garbage and recycling dumpst

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE
 PROVIDED IN CONNECTION WITH THE EVENT: 2 Barricades
2 AP Police Officers

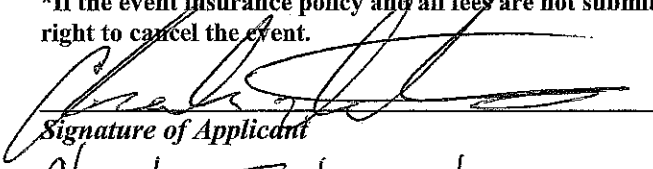
NOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

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

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

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

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

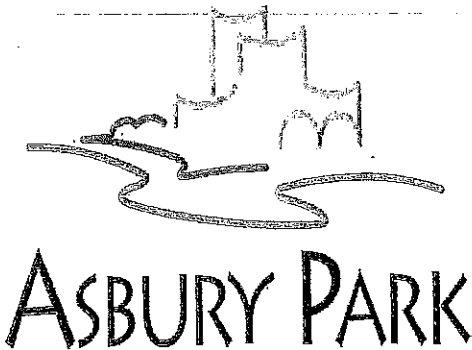

 Signature of Applicant

07/23/18
 Date

Charles Interrante
 Print Name of Applicant

For Special Events Office Use only:

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



SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

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

NAME OF EVENT: Senior Class A.P.H.S. Car Wash
 DATE(S): Sept. 22, 2018 [Sat.] Rain Date: Sept. 23, 2018 [Sun.]
 HOURS OF EVENT: From 9:00am To: 1:00pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Municipal Building Parking Lot

Name of Applicant/Organization: Asbury Park High School / Class of 2019
 Address: 1003 Sunset Ave.
 Contact: Gina Herrera Phone: 732-779-7379
 Fax: _____ Email: herrera.g@asburypark.k12.nj.us
 Non-Profit? Yes ☒ No ☐ Tax Exempt ID Number: 01-01000-14
 If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: Car Wash to benefit the Class of 2019 to reduce senior expenses: prom, cap & gown expense, etc.

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

Attachment: cm 822 (2018-289 : Special Event Applications)

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City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMITYes _____ No ☒ If yes, please explain _____

NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 10 workers / up to 100 customers
 ADMISSION CHARGE? YES ☒ NO _____ IF YES, HOW MUCH \$5 car / \$10 Van or SUV
 VENDOR CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____

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

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: Adviser(s) students will man
& clean up the area used. This is a drive-in, park,
drive-out event, no traffic issue foreseeable.

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: Use of Municipal Parking
Lot (Asbury Park) & use of water / water spigot.

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.

Kathy L. Baumgardner
 Signature of Applicant

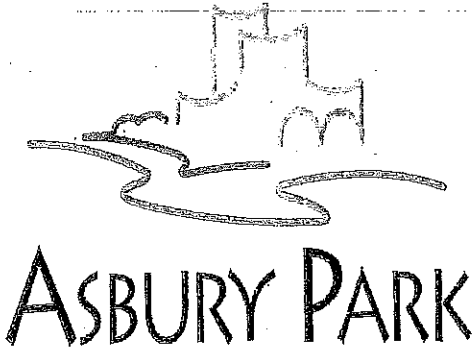
7-25-18
 Date

 Print Name of Applicant

For Special Events Office Use only:

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

SPECIAL EVENTS PERMIT APPLICATION



Date Received: _____ APP. # _____

Please complete the following information as required by city Ordinance No 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: Debate Team Car Wash [Asbury Park High School]
 DATE(S): Oct. 13, 2018 [Sat.] Rain Date: Oct. 14, 2018 [Sun]
 HOURS OF EVENT: From 9:00 am To: 1:00 pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Municipal Building Parking Lot
 Name of Applicant/Organization: Asbury Park High School [Debate Team]
 Address: 1003 Scenset Ave
 Contact: Gina Herrera Phone: (732) 779-7379
 Fax: _____ Email: herrerag@asburypark.k12.nj.us
 Non-Profit? Yes ☒ No ☐ Tax Exempt ID Number: 21-06000 RI
 If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: Car Wash to benefit the Debate Team to off-set their expenses for their Harvard Trip.

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

Attachment: cm 822 (2018-289 : Special Event Applications)

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: 10 workers / up to 100 customers
 ADMISSION CHARGE? YES X NO _____ IF YES, HOW MUCH \$5 cash / 10 Van or 800
 VENDOR CHARGE? YES _____ NO X IF YES, HOW MUCH _____

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

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOSAL OF TRASH AND DEBRIS: Adviser(s) students will man and clean up the area used. This is a drive-in, park, drive out event, no traffic issue foreseeable.

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: Use of Municipal Parking Lot (Asbury Park) + use of water / water spigot.

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.

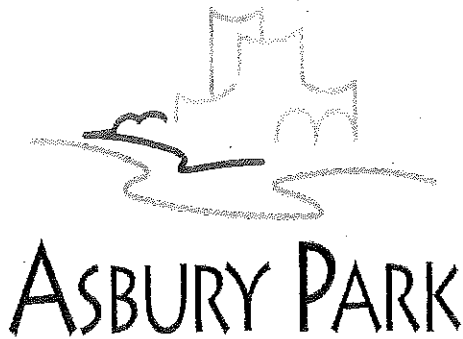
Kathy R. Baumgardner
Signature of Applicant

7-25-18
Date

Kathy A. Baumgardner
Print Name of Applicant

For Special Events Office Use only:

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



SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

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

Equality Walk

NAME OF EVENT: _____

DATE(S): 10/13/18 Rain Date: _____
HOURS OF EVENT: From 4pm To: 6pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Starting Location: Kennedy Park. Walk up Cookman ave toward the boardwalk. Make a left onto the boardwalk. Exit the boardwalk onto 5th ave. Ending the walk at the Asbury Hotel. 4pm- Registration; 5pm- start time

Name of Applicant/Organization: Garden State Equality
Address: 1408 Main St., Asbury Park, NJ
Contact: Kayvon Paul Phone: 732-677-0789
Fax: _____ Email: Paul@gardenstateequality.org
Non-Profit? Yes ☒ No _____ Tax Exempt ID Number: 20-2588166
If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING:

Annual fundraiser to raise money for Garden
State Equality's 2018 Programs and Initiatives

*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: 100-200ADMISSION CHARGE? YES x NO _____ IF YES, HOW MUCH \$20 Suggested DonationVENDOR 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 at crosswalks for Safety/direction,
clean up, recycling.**DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT:** 1 cop @ 2hrs***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.*

K.P

6.23.18

Signature of Applicant

Kayvon Paul

DatePrint Name of ApplicantFor 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: 27th Annual Asbury Park Fishing Club Fishing Flea Market

DATE(S): March 9, 2019 (1pm-3pm for setup) AND Event: March 10, 2019

HOURS OF EVENT: From 6am To: 3pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Convention Hall

Name of Applicant/Organization: Asbury Park Fishing Club

Address: 1405 Pine Court, Asbury Park, NJ 07712

Contact: Joseph Pallotto Phone: 732 988 0121

Fax: _____ Email: mcraddock@verizon.net

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

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: _____

sale of new and used fishing equipment

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

OVER

City of Asbury Park Special Events Application

Page Two

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

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

Madison Marquette employees are hired for trash and debris

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

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

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

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

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

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

6.1.18

Joseph Pallotto
Signature of Applicant

Date

Joseph Pallotto

Print Name of Applicant

For Special Events Office Use:

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

Attachment: cm 822 (2018-289 : Special Event Applications)



RESOLUTION NO. 2018-290

**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 2018 BUDGET OF THE CITY OF ASBURY PARK PURSUANT
TO N.J.S.A. 40A:4-87 (CHAPTER 159) - MULTIPURPOSE SENIOR CENTER-
ADDITIONAL FUNDING**

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 2018 in the sum of \$7,347.0000. Which is now available from Multi-Purpose Senior Center.

BE IT FURTHER RESOLVED, that a like sum of \$7,347.00 is hereby appropriated under the following caption:

General Appropriations:

Operations Excluded from "CAPS":

Public & Private Programs Offset by Revenues:

Multipurpose Senior Center

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

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

NO. 2018-290 which was finally adopted by the City Council at a meeting held on the 22nd day of August, 2018

CERTIFIED BY ME THIS 23rd DAY OF August, 2018.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2018-291

**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 2018 BUDGET OF THE CITY OF ASBURY PARK PURSUANT TO N.J.S.A. 40A:4-87 (CHAPTER 159) - NJDOT TRANSIT VILLAGE PROGRAM GRANT

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 2018 in the sum of \$325,000.00. Which is now available from NJDOT - Transit Village Program

BE IT FURTHER RESOLVED, that a like sum of \$325,000.00 is hereby appropriated under the following caption:

General Appropriations:

Operations Excluded from "CAPS":

Public & Private Programs Offset by Revenues:

NJDOT Transit Village Program

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

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

NO. 2018-291 which was finally adopted by the City Council at a meeting held on the 22nd day of August, 2018

CERTIFIED BY ME THIS 23rd DAY OF August, 2018.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2018-292

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

RESOLUTION TO CREDIT SEWER ACCOUNT 2801-2 806-808 FIFTH AVENUE

WHEREAS, Pursuant to N.J.S.A 40A: 5-17 the governing body of a Municipality may adopt a resolution authorizing the tax collector to make adjustments to a property owners account, and;

WHEREAS, on June 6, 2018, Mr. Joey Cohen, owner, notified the Tax Collector that a discrepancy exists between the billing from New Jersey American Water Company and the City of Asbury Park for water and sewer consumption for Block 2801 Lot 2, account #10748006-2, for the premise address 808 ½ Fifth Avenue; and

WHEREAS, it was made certain that New Jersey American Water Company billed for one 5/8th-inch meter which the City of Asbury Park billed for one 1-inch meter, for greater than ten years; and

WHEREAS, it has been verified by the City of Asbury Park Tax Collector that there is only one 5/8th-inch meter servicing said premise which was confirmed by a representative from New Jersey American Water Company; and

WHEREAS, the City of Asbury Park Tax & Sewer Department billing should credit account for one year, 2017 3rd - 2018 2nd quarters of the overpaid quarterly demand charge of \$240.00, totaling \$960.00, and correct the billing for 2018 3rd quarter to reflect the \$80.00 demand charge; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council for the City of Asbury Park authorize the Tax Collector to credit the sewer account # 10748006-2 for one year, 2017 3rd - 2018 2nd quarters of the overpaid quarterly demand charge of \$240.00, totaling \$960.00, and correct the billing for 2018 3rd quarter to reflect the \$80.00 demand charge.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2018-292 which was finally adopted by the City Council at a meeting held on the 22nd day of August, 2018

CERTIFIED BY ME THIS 23rd DAY OF August, 2018.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2018-293

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

RESOLUTION TO CREDIT SEWER ACCOUNT BLOCK 204 LOT 10 1205 LANGFORD STREET

WHEREAS: The Tax Collector was notified by Ms. Judy Sherman, owner of the property located at 1205 Langford Street, Block 204 Lot 10, that there was no sewer connection at said premise that she was being billed for sewer, account 10063252-0; and

WHEREAS, it was verified by Rizzo and Sons Plumbing & Heating NJMPL 8221 and Roto Rooter Sewer Service that the property located at 1205 Langford Street, Block 204 Lot 10, was not connected to the city's sewer line; and

WHEREAS, it has been verified by the City of Asbury Park Tax Collector via Jason D. Harzold of T and M Associates that said premise was not connected to the city's sewer line; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council for the City of Asbury Park authorize the Tax Collector to credit the sewer account # 10063252-0 for the 2018 1st, 2nd and 3rd quarter sewer payments in the amount of \$260.72 (The rate of \$4.15 per 1,000 gallons and demand charges in the amount of \$80.00).

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 RESOLUTION NO. 2018-293 which was finally adopted by the City Council at a meeting held on the 22nd day of August, 2018

CERTIFIED BY ME THIS 23rd DAY OF August, 2018.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2018-294

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

RESOLUTION TO CREDIT SEWER ACCOUNT 3504-10 1205 ½ HECK STREET

WHEREAS: The Tax Collector was notified by Ms. Sally Butterfield, owner of the property located at 1205 ½ Heck Street, Block 3504 Lot 10, that there was a leak at her premise that New Jersey American Water Company provided a credit toward her water bill at said premise that she was being billed for sewer, account 10733750-0; and

WHEREAS, it was made certain that New Jersey American Water Company re-billed for 76,000 gallons which the City of Asbury Park uploaded and billed for 151,000 gallons for December 2017 - February 2018 at a rate of \$706.65; and

WHEREAS, it has been determined by the City of Asbury Park Tax & Sewer Department that the reading from New Jersey American Water Company should be used for billing; 76,000 gallons of usage at the rate of \$395.40; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council for the City of Asbury Park authorize the Tax Collector to credit the sewer account # 10733750-0 for the 2018 2nd QTR sewer billing in the amount of \$311.25 (The rate of \$4.15 per 1,000 gallons and demand charges in the amount of \$80.00) and adjust said account to reflect the new amount of \$395.40

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2018-294 which was finally adopted by the City Council at a meeting held on the 22nd day of August, 2018

CERTIFIED BY ME THIS 23rd DAY OF August, 2018.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2018-295

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

RESOLUTION TO TERMINATE SEWER ACCOUNT BILLING AND CANCEL OPEN CHARGES AND CREDIT BLOCK 1304 LOT 4 1408 SUMMERFIELD AVENUE

WHEREAS, Pursuant to N.J.S.A 40A: 5-17 the governing body of a Municipality may adopt a resolution authorizing the tax collector to make adjustments to a property owners account, and;

WHEREAS, on June 6, 2018, Mr. Michael Moharan, owner, notified the Tax Collector that Block 1304 Lot 4, account #10390502-1 was being erroneously billed for 2 dwellings when he only had one; and

WHEREAS, the Tax Collector has verified that there has been no water usage and that there was only one meter for said premise with the NJ American Water Company; and

WHEREAS, the Tax Collector has verified that said account was being billed, in error, for "1410 Summerfield Ave" whose actual address is 1411 Bangs Avenue (Rear unit).

WHEREAS, the Tax Collector requests to terminate sewer billing; and

WHEREAS, the Tax Collector requests to credit sewer account in the amount of \$320.00 for 2017 3rd quarter - 2018 2nd quarter overpayment on account and cancel open charges in the amount of \$80.00 for 2018 3rd quarter on account #10390502-1; and

THEREFORE, LET IT BE RESOLVED, that the Mayor and Council for the City of Asbury Park Authorize the Tax Collector to the following regarding Block 1304 Lot 4, account #10390502-1:

1. Terminate sewer billing and make account inactive, cancel any outstanding quarterly demand charges that were erroneously billed and label account as inactive.
2. Credit sewer account in the amount of \$320.00 for 2017 3rd quarter - 2018 2nd quarter overpayment on account.

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

NO. 2018-295 which was finally adopted by the City Council at a meeting held on the 22nd day of August, 2018

CERTIFIED BY ME THIS 23rd DAY OF August, 2018.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2018-296

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

RESOLUTION AUTHORIZING REFUND OF OVERPAYMENT OF OVERBILLED TAXES ON TAX SALE CERTIFICATE 3202-11 TSC#15-00270

WHEREAS, Certificate of Sale #15-00270 was issued to TWR as CST for Ebury Fund 1NJ and assigned to MTAG as CST for Ebury Fund 1 NJ LLC for delinquent taxes and sewer charges on Block 3202 Lot 11 commonly known as 700 Grand Avenue at a Tax Sale held on December 22, 2015; and

WHEREAS, by the way of evidence that said property was exempt for tax year 2017, property class 15D, as of September 2017; and

WHEREAS, the Tax Collector requests permission to refund Certificate of Sale #15-00270 to lienholder MTAG as CST for Ebury Fund 1 NJ LLC in the amount of \$20,598.48 paid 3/13/17 & 5/26/17 and cancel the year end penalty in the amount of \$1,414.10; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Asbury Park; hereby authorized the Tax Collector to perform the following actions regarding Certificate of Sale #15-00270 to MTAG as CST for Ebury Fund 1 NJ LLC for overpayment of delinquent taxes on Block 3202 Lot 11 commonly known as 700 Grand Avenue:

1. Cancel the year end penalty in the amount of \$1,414.10
2. Refund \$20,598.4 to MTAG as CST for Ebury Fund 1 NJ LLC

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2018-296 which was finally adopted by the City Council at a meeting held on the 22nd day of August, 2018

CERTIFIED BY ME THIS 23rd DAY OF August, 2018.

CINDY A. DYE
CITY CLERK

**RESOLUTION NO. 2018-297**

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

**RESOLUTION TO CANCEL TAXES ON CITY OWNED PROPERTY 2408-1 111 MAIN
STREET**

WHEREAS, N.J.S.A. 54:4-54, Allows the County Board of Taxation or the governing body of the taxing district to order the correction to be made and a refund of any payments made (with no interest) when by mistake, a property has been twice entered and assessed on the tax duplicate.

WHEREAS, the tax collector, is reporting the taxes for Block 2408 Lot 1, with the property location of 111 Main Street, need to be canceled on taxes that were assessed to City of Asbury Park owned properties for 2018 in the amount of \$2,170.48, and;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council for the City of Asbury Park hereby authorizes the cancellation of taxes that were assessed to City of Asbury Park owned properties for 2018 in the amount of \$2,170.48.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2018-297 which was finally adopted by the City Council at a meeting held on the 22nd day of August, 2018

CERTIFIED BY ME THIS 23rd DAY OF August, 2018.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2018-298

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

RESOLUTION AUTHORIZING ISSUANCE OF DUPLICATE TAX SALE CERTIFICATE 1001-4 TSC#A8-00267

WHEREAS, Certificate of Sale #A8-00267 was sold to Plymouth Park Tax Services on December 19th, 2008 for Block 1001 Lot 4, also known as 121 Ridge Avenue, Asbury Park, NJ; and

WHEREAS, Certificate of Sale #A8-00267 was assigned to Propel Financial 1, LLC from Plymouth Park Tax Services on May 16, 2014, recorded on June 3, 2014, Book-OR-9067 Page 6109 for Block 1001 Lot 4, also known as 121 Ridge Avenue, Asbury Park, NJ; and

WHEREAS, per email from Propel Financial 1, LLC stating that said Certificate of Sale was mailed to and received by Tax Collector's office on February 13, 2017; and

WHEREAS, Tax Collector is requesting to issue a duplicate tax sale certificate that has not been received or misplaced;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park, that the Tax Collector is hereby authorized to prepare a duplicate Certificate of Sale for Certificate #A8-00267 which was sold to Plymouth Park Tax Services on December 19th, 2008 for Block 1001 Lot 4, also known as 121 Ridge Avenue, Asbury Park, NJ, as well as void the original certificate.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2018-298 which was finally adopted by the City Council at a meeting held on the 22nd day of August, 2018

CERTIFIED BY ME THIS 23rd DAY OF August, 2018.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2018-299

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

A RESOLUTION AMENDING SPECIAL CONDITIONS ON THE LIQUOR LICENSE FOR PORTA AT ASBURY PARK, LLC D/B/A PORTA FOR THE 2018-2019 LICENSING YEAR

WHEREAS, by Resolution 2018-256 adopted on June 27, 2018, Liquor License Number: 1303-33-046-013 (the “**License**”) held by Porta at Asbury Park, LLC doing business as Porta (the “**Licensee**”) located at 911-915 Kingsley Street was renewed with certain special conditions; and

WHEREAS, that Resolution, in part, imposed special condition 15 which states: “The Licensee shall have no new patrons after 1 a.m.”; and

WHEREAS, the Licensee has requested an adjustment to special condition 15 so that it applies after 1:30 a.m.; and

WHEREAS, the Mayor and Council wish to amend special condition 15 for the 2018-2019 licensing year as set forth below.

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

A. The special conditions on the License for the period of July 1, 2018 to June 30, 2019 shall be:

1. The Licensee shall hire two (2) off-duty police officers during the months of October, November, December, January, February and March on Friday and Saturday nights from 10:30 p.m. until 2:30 a.m.
2. The Licensee shall hire four (4) off-duty police officers during the month of April on Friday and Saturday nights from 10:30 p.m. until 2:30 a.m.
3. The Licensee shall hire four (4) off-duty police officers during the months of November, December, January, February and March from 10:30 p.m. until 2:30 a.m. when special events have been advertised or larger crowds are expected; by way of example: the Wednesday prior to Thanksgiving and New Year’s Eve.

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

13. The Licensee shall require, from Friday evening on Memorial Day weekend through Monday evening on Labor Day weekend, a \$10.00 cover charge for entrance to the licensed premises starting at 12:00 midnight.
14. The Licensee shall prohibit any patron or person, except for employees, who leaves the licensed premises after 1:00 a.m. from re-entering the licensed premises.
15. The Licensee shall not admit new patrons after 1:30 a.m.
16. A representative of the Licensee and/or their security manager shall meet with or have a telephone call with the Deputy Chief of Police on a monthly basis, during the first week of each month.
17. The Deputy Chief shall have the discretion to relax the foregoing conditions after consultation with, and approval of, the Mayor and Council and City Manager, except as provided in Condition 4.

B. This Resolution shall take effect immediately.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2018-299 which was finally adopted by the City Council at a meeting held on the 22nd day of August, 2018

CERTIFIED BY ME THIS 23rd DAY OF August, 2018.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2018-282

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

RESOLUTION AUTHORIZING CHANGE ORDER #8 FOR SPRINGWOOD AVENUE PARK PROFESSIONAL SERVICES

WHEREAS, on June 4, 2014, the Mayor and City Council of the City of Asbury Park (the City) authorized the award of a professional services contract (the Contract) to Suburban Consulting Engineers Inc. (the Contractor) for professional design, bidding and construction administration services related to the Springwood Park project (the Project) pursuant to the “fair and open” process described in N.J.S.A. 19:44A-20.4 et seq., and as required under the Memorandum of Understanding (the MOU) between the City and State of New Jersey regarding the Transitional Aid funding received by the City; and

WHEREAS, via Resolution 2016-71 authorized and/or ratified change order #'s 1-4; and

WHEREAS, via Resolution 2017-175 authorized change order #5; and

WHEREAS, Change Order #6, via Resolution 2017-236 was awarded at a not-to-exceed cost of \$6,950.00; and

WHEREAS, Change Order #6, via Resolution 2017-236 was awarded at a not-to-exceed cost of \$6,950.00; and

WHEREAS, Change Order #7, via Resolution 2018-151 was awarded at a not-to-exceed price of \$6,985.00; and

WHEREAS, Change Order #8 in the amount of \$2,160.00 is requested to be awarded; and

WHEREAS, the CFO has Certified the Availability of Funds in account G-02-43-871-015-209. The maximum dollar amount of the pending change order is as set forth in the resolution.

WHEREAS, Change Order #8 is hereby approved and the City Manager is authorized to sign any and all paperwork associated with it.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, authorizes Change Order #8 in an amount not-to-

exceed \$2,160.00

NOW, THEREFORE, BE IT FURTHER RESOLVED that a copy of this Resolution be provided to the CFO, Superintendent of Public Works, Suburban Consulting Engineers, Director of Planning and Redevelopment, City Attorney, and City Manager.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2018-282 which was finally adopted by the City Council at a meeting held on the 22nd day of August, 2018

CERTIFIED BY ME THIS 26th DAY OF July, 2018.

CINDY A. DYE
CITY CLERK



SUBURBAN CONSULTING ENGINEERS, INC.

July 16, 2018
Contract Amendment

Via Electronic Mail (michael.capabianco@cityofasburypark.com) and Regular Mail

City of Asbury Park
 One Municipal Plaza
 Asbury Park, New Jersey 07712

Attn.: Michael Capabianco
 Business Administrator

Re.: City of Asbury Park, County of Monmouth, State of New Jersey
 Springwood Avenue Park – Sun Shade Structure
 Design, Bidding and Construction Administration & Observation Services
 Our File No.: Proposal SCE-P07794.011 – Contract Amendment #8

Dear Mr. Capabianco:

SUBURBAN CONSULTING ENGINEERS, INC. (SCE) is pleased to provide the following contract amendment revision for Design, Bidding and Construction Administration Services for the Springwood Avenue Park Sun Shade Structure project located in the City of Asbury Park, County of Monmouth, New Jersey. Our scope of services is further delineated below.

Project Description

Phase IV of the Springwood Avenue Park Project will consist of increasing the size of the sun shade structure over the existing stage area from previously prepared plans and specifications. The shade structure will include additional layer of material to help with some protection from inclement weather. The new structure will add an additional two (2) poles for supporting the structure and increased size of pole which will require a redesign of the footing and foundation. The new shade structure is also bigger in size which will require revision of the current set of plans and specifications. As noted previously, the stage area faces a southern direction and the purpose of this phase is to provide shade with the addition of some protection from inclement weather for the stage users. The location of the sun shade structure will be positioned to maximize protection and to minimize the views of the stage from the plaza space in front of the stage.

SCE will utilize the new shade structure for the purposes of this phase as opposed to the one that was previously selected in Phase I of the project and never constructed.

Scope of Services

- Revise current plan set including cover, legend and notes, site layout and construction details to reflect bidding of a sun shade structure to be located over the existing stage area.
- Revise specifications and bid form accordingly to reflect the sun shade structure that will be located over the stage area.

2430 Highway 34, Building A • Wall, New Jersey 08736 • Tel: (732) 282-1776 • Fax: (973) 398-2121

www.suburbanconsulting.com



- Provide a footing / foundation detail for the new poles proposed to be constructed.

Fee Proposal

SCE proposes to provide the above referenced scope of services for the following fees:

- Design, Details & Specifications. **Estimated Fee \$ 2,160**

**It should be noted that our fee is based on several assumptions for the scope of services provided in this proposal relative to project unknowns. If it is determined that there is a significant change of conditions that was not anticipated during the course of the project, SCE will notify the City prior to exceeding the contract amount to address the changes associated with the project and to establish an acceptable course of action needed to complete the scope of services.*

Project Schedule

We are prepared to commence services within two (2) weeks of authorization to proceed and receipt of signed proposal.

General Conditions of Service

All Additional Services will be provided in accordance with our prevailing contract and terms and conditions set forth in the Original Agreement and Original General Conditions of Service between SCE and the City of Asbury Park for this project.

If this contract amendment meets with your approval, please sign below and return one (1) copy to my office. We shall consider an appropriately executed copy of this letter as our formal authorization to proceed. Please note that the fees stated in this proposal are valid for thirty (30) days from the date of this correspondence. Please note that all terms and conditions will remain in accordance with our current contract to date. If you have any questions regarding this contract amendment, please do not hesitate to contact our office.

Very truly yours,
SUBURBAN CONSULTING ENGINEERS, INC.

By: Joseph D. Perello / CP
Joseph D. Perello, LLA, RLA, ASLA, PP, Vice President

Accepted this _____ Day of _____ 20____

By: _____

(Printed Name and Title)



RESOLUTION NO. 2018-287

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

AUTHORIZING APPOINTMENTS TO THE “ASBURY PARK TV COMMITTEE”

WHEREAS, pursuant to Section 2-58 of the “Revised General Ordinances of the City of Asbury Park, New Jersey,” an Asbury Park TV Committee (the “Committee”) has been duly created in and for the City of Asbury Park (the “City”); and

WHEREAS, the Mayor and Council now wish to appoint certain individuals to serve on the Committee, in accordance with the provisions set forth in the Section referenced above.

NOW, THEREFORE, BE IT RESOLVED that the following individuals are hereby appointed to serve on the Asbury Park TV Committee for the term referenced:

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

1. That the following individuals are hereby appointed to serve on the Committee:

Appointee

Muata Greene

Term to Expire

12/31/2018

3. That a certified copy of this Resolution shall be provided to each member appointed and Michael N. Capabianco, City Manager.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2018-287 which was finally adopted by the City Council at a meeting held on the 22nd day of August, 2018

CERTIFIED BY ME THIS 23rd DAY OF August, 2018.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2018-300

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

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ASBURY PARK REQUESTING THE MONMOUTH COUNTY BOARD OF ELECTIONS TO PLACE A PUBLIC QUESTION ON THE NOVEMBER 6, 2018 GENERAL ELECTION BALLOT REGARDING A PROPOSED ORDINANCE SUBMITTED THROUGH THE POWER OF INITIATIVE (PURSUANT TO N.J.S.A. 40:69A-184, ET SEQ.) RELATING TO “SHORT-TERM RENTAL REGULATIONS.”

WHEREAS, on October 10, 2017, the City Clerk (also referenced as the “Clerk”) of the City of Asbury Park (the “City”) received a petition (the “Petition”) as submitted by a Committee of Petitioners (the “Petitioners”), which proposed an ordinance to amend and supplement Chapter 12, Section 8 of the Asbury Park Municipal Code as it relates to the issue of short-term rental regulations (the “Ordinance”), which Petition and Ordinance were submitted pursuant to the power of “initiative” as authorized under Faulkner Act pursuant to N.J.S.A. 40:69A-184, et seq.; and

WHEREAS, following the City Clerk’s review of the Petition, the Clerk verified that the Petitioners had included the signatures of a sufficient number of legally registered voters of the City to meet the ten percent (10%) threshold required for an “initiative” per N.J.S.A. 40:69A-184 (based upon the total votes cast in the municipality at the last election at which members of the General Assembly were elected, which, at that time, was in November of 2015), and that the Petition otherwise complied with State statute; and

WHEREAS, per the requirements of N.J.S.A. 40:69A-190, the Clerk thereafter forwarded the Petition and the Ordinance to the Mayor and City Council for their consideration; and

WHEREAS, the Ordinance was assigned a number (#2017-43), and was scheduled for a public hearing and second reading at the Council meeting of November 8, 2017; and

WHEREAS, following the public hearing held on November 8, 2017, the Mayor and City Council took action and voted to reject the Ordinance (#2017-43); and

WHEREAS, on that date, the Mayor and City Council adopted on final reading a different ordinance (#2017-40) relating to short-term rentals within the City, which ordinance was captioned “An Ordinance Amending and Supplementing Chapter XIII, Entitled ‘Property Improvement and Neighborhood Preservation - Property Maintenance Code,’ of the ‘Code of the

City of Asbury Park, New Jersey,’ Regulating and Establishing Registration Requirements for Short-Term Rentals in the City of Asbury Park, New Jersey;” and

WHEREAS, the law (at N.J.S.A. 40:69A-191) provides that if the Council shall fail to pass an ordinance requested by an initiative petition in substantially the form requested, the Clerk shall submit the ordinance to the voters; and

WHEREAS, pursuant to N.J.S.A. 40:69A-192, the Ordinance as submitted by the Petitioners shall be placed on the ballot before the voters at the next general election, which shall be held on November 6, 2018; and

WHEREAS, based upon the above, it is now necessary for the City to request the Monmouth County Board of Elections to place a public question relating to the potential adoption of the Ordinance as submitted by the Petitioners on the November 6, 2018 general election ballot; and

WHEREAS, in accordance with N.J.S.A. 40:69A-195, the form of the public question to appear on the November 6, 2018 general election ballot, along with an accompanying interpretive statement, shall read as follows:

“To vote upon the public question printed below, if in favor thereof mark a cross (x) or plus (+) or check (✓) in the square at the left of the word Yes, and if opposed thereto mark a cross (x) or plus (+) or check (✓) in the square to the left of the word No.”

“Shall the ordinance submitted by initiative petition providing for revisions to Chapter 12, Section 8 of the Asbury Park Municipal Code regarding short-term rental regulations be adopted?”

☐ Yes.

☐ No.

“Interpretative Statement: In October of 2017, a petition and proposed ordinance to amend and supplement Chapter 12, Section 8 of the Asbury Park Municipal Code regarding short-term rental regulations was submitted to the City of Asbury Park by a Committee of Petitioners pursuant to the power of initiative, as authorized by the Faulkner Act. A vote of “yes” on this Question will approve and adopt the ordinance as submitted by the Committee of Petitioners, which will revise the regulations relating to short-term rentals within the City. If this Question is approved by a majority of the City’s voters, then the Ordinance as submitted by the Committee of Petitioners will effectively replace the ordinance that was adopted by the Asbury Park City Council in November of 2017, which established different regulations governing the short-term rental of properties within the City.

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

1. That the City hereby requests the Monmouth County Board of Elections to place the following public question on the November 6, 2018 general election ballot, along with the following accompanying interpretive statement:

“To vote upon the public question printed below, if in favor thereof mark a cross (x) or plus (+) or check (✓) in the square at the left of the word Yes, and if opposed thereto mark a cross (x) or plus (+) or check (✓) in the square to the left of the word No.”

“Shall the ordinance submitted by initiative petition providing for revisions to Chapter 12, Section 8 of the Asbury Park Municipal Code regarding short-term rental regulations be adopted?”

☐ Yes.

☐ No.

“Interpretative Statement: In October of 2017, a petition and proposed ordinance to amend and supplement Chapter 12, Section 8 of the Asbury Park Municipal Code regarding short-term rental regulations was submitted to the City of Asbury Park by a Committee of Petitioners pursuant to the power of initiative, as authorized by the Faulkner Act. A vote of “yes” on this Question will approve and adopt the ordinance as submitted by the Committee of Petitioners, which will revise the regulations relating to short-term rentals within the City. If this Question is approved by a majority of the City’s voters, then the Ordinance as submitted by the Committee of Petitioners will effectively replace the ordinance that was adopted by the Asbury Park City Council in November of 2017, which established different regulations governing the short-term rental of properties within the City.

2. That the City Clerk is hereby authorized and directed to forward a certified copy of this Resolution to the Monmouth County Board of Elections immediately following its adoption so as to ensure that the above-referenced public question, and the above interpretative statement, shall appear on the November 6, 2018 general election ballot.
3. That the City Clerk is hereby also authorized and directed to cause the Ordinance as submitted by the Petitioners to be published in at least two (2) of the newspapers published and circulated in the City, per the requirements of N.J.S.A. 40:69A-194, with publication to occur not more than twenty (20) nor less than five (5) days before the submission of the Ordinance to the voters.
4. That a certified copy of this Resolution shall be provided to each of the following:

- (a) Monmouth County Board of Elections;
- (b) Committee of Petitioners
- (c) Michael Capabianco, City Manager; and
- (d) Frederick C. Raffetto, Esq., Municipal Attorney.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2018-300 which was finally adopted by the City Council at a meeting held on the 22nd day of August, 2018

CERTIFIED BY ME THIS 23rd DAY OF August, 2018.

CINDY A. DYE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2017-40**

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER XIII, ENTITLED
“PROPERTY IMPROVEMENT AND NEIGHBORHOOD PRESERVATION –
PROPERTY MAINTENANCE CODE,” OF THE “CODE OF THE CITY OF ASBURY
PARK, NEW JERSEY,” REGULATING AND ESTABLISHING REGISTRATION
REQUIREMENTS FOR SHORT-TERM RENTALS IN THE CITY OF ASBURY PARK,
NEW JERSEY**

WHEREAS, the Asbury Park City Council seeks to permit the short-term rental use of certain legally permitted dwelling units throughout the City of Asbury Park (also referenced as the “City” or “Asbury Park”) in order to facilitate the booking of reservations for such uses through internet-based booking platforms, and promote tourism and economic vitality in the City; and

WHEREAS, the short-term rental of homes can provide a flexible housing stock that allows travelers a safe accommodation while contributing to the local economy, promoting travel and tourism and supporting the local tourism industry and business community; and

WHEREAS, the short-term rental of homes can provide homeowners an opportunity to maintain ownership of property in difficult economic circumstances; and

WHEREAS, the needs of long-term residents should be balanced with the allowance of short-term rentals; and

WHEREAS, the Asbury Park City Council recognizes that unregulated short-term rentals can create disproportionate impacts related to their size, excessive occupancy, and lack of proper facilities; and

WHEREAS, the presence of short-term rentals of residential dwelling units in established residential neighborhoods can create negative compatibility impacts and nuisance violations, among which include, but are not limited to, excessive noise, on-street parking, accumulation of trash, and diminished public safety; and

WHEREAS, long-term rental housing vacancy rates in the City are at low levels, making it increasingly difficult for people to obtain permanent housing in Asbury Park; and

WHEREAS, removal of residential units from the long-term housing market contributes to low vacancy rates; and

WHEREAS, the conversion of long-term housing units to short-term rentals will result in the loss of long-term housing for Asbury Park residents; and

WHEREAS, it is in the public interest that short-term rental uses be regulated in order to help preserve housing for long-term tenants and to minimize any potential deleterious effects of short-term rental properties on other properties in the surrounding neighborhoods in which they are located; and

WHEREAS, the Asbury Park City Council finds that there is a substantial interest in furthering the public health, safety and welfare by controlling density, by protecting the residential character of areas designated for residential use, by implementing its Master Plan and Five Year Consolidated Plan in promoting home ownership and providing appropriate housing stock to meet the needs of the City, by establishing and enforcing minimum life safety standards, and by preserving the long-term rental housing market located within the City.

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

Section 1. Chapter XIII, entitled “Property Improvement and Neighborhood Preservation - Property Maintenance Code,” of the “Code of the City of Asbury Park, New Jersey,” which was previously amended by Ordinance No. 2016-53 (adopted on December 28, 2016), is hereby further amended and supplemented in order to establish a new Section thereof (Section 13-1000) to be known as “Short-Term Rentals,” as follows:

SECTION 13-1000 SHORT-TERM RENTALS.

13-1000.1 Purpose.

The Asbury Park City Council finds and declares that the short-term rental of limited residential dwelling units within the City benefits the local community by affording owners of such units the ability to garner additional income from their real property (also referenced as “property”) in order to diminish the financial burden of carrying costs and maintenance expenses related to the property, as well as providing travelers with an alternative option for accommodations in the City, thereby promoting the local travel and tourism industry, and contributing to the economic vitality of the City. Notwithstanding those benefits, the City Council also finds and declares that certain transitory uses of residential property tend to affect the residential character of the community and, if unregulated, can be injurious to the health, safety and welfare of the community.

The intended purposes of this Section (13-1000) are to: a) balance the rights of the owners of residential dwelling units proposed for short-term rental use and the City’s business community affected by the allowance and existence of short-term rentals; b) protect the public health, safety and general welfare of individuals and the community at large; c) provide for an organized and reasonable process for the short-term rental of certain defined classifications of residential dwelling units in the City; d) monitor and provide a reasonable means for the mitigation of impacts created by such transitory uses of residential properties within the City of Asbury Park; e) preserve and protect the long-term housing market stock in the City; f) implement rationally based and reasonably tailored regulations to protect the integrity of the

City's residential neighborhoods, and g) ensure that the short-term rental property inventory in the City satisfies basic property maintenance standards, in order to protect the safety of occupants and the citizens of the City.

The Asbury Park City Council has therefore determined that it shall be unlawful for any owner of any property within the geographic bounds of the City of Asbury Park, New Jersey, to rent or operate a short-term rental contrary to the procedures and regulations established in this Section (13-1000), or applicable State statute.

13-1000.2 Authority.

In accordance with New Jersey law, a municipality may make and enforce within its limits all ordinances and regulations not in conflict with general laws, as it may deem necessary and proper for the good government, order and protection of persons and property, and for the preservation of the public health, safety and welfare of the municipality and its inhabitants. The City of Asbury Park hereby adopts the within Ordinance in accordance with said authority.

13-1000.3 Definitions.

As used in this Section (13-1000), the following terms shall have the meanings indicated below:

Owner shall mean an individual or entity holding title to a property proposed for short-term rental, by way of a legally recorded Deed.

Owner-Occupied shall mean the owner of the property resides in the short term rental property (also referenced as "STRP"), or in the principal residential unit with which the STRP is associated on the same lot, and identifies same as his or her principal residence as that term is defined in this Section (13-1000). For purposes of this Section (13-1000), if the owner of the property is an entity other than an individual or individuals, then at least one principal or member of the owner entity must reside in the STRP, or in the principal residential unit with which the STRP is associated on the same lot, and identify same as his or her principal residence as that term is defined in this Section (13-1000).

Principal Residence shall mean the address: (1) where at least one of the property owners spends the majority of his or her non-working time, and (2) which is most clearly the center of his or her domestic life, and (3) which is identified on his or her driver's license or State Identification Card as being his or her legal address. All the above requirements must be met in order for an address to constitute being a principal residence for purposes of this Section (13-1000).

Property shall mean a parcel of real property located within the boundaries of the City of Asbury Park, Monmouth County, New Jersey.

Responsible Party shall mean both the short-term rental property owner and a person (property manager) designated by the owner to be called upon and be responsible at all times during the period of a short-term rental and to answer for the maintenance of the property, or the conduct and acts of occupants of the short-term rental property, and, in the case of the property manager, to accept service of legal process on behalf of the owner of the short-term rental property.

Short-Term Rental (also referenced as “STR”) shall mean the accessory use of a dwelling unit for occupancy by someone other than the unit’s owner or permanent resident for a period of thirty (30) or less consecutive days, up to a cumulative total period of not to exceed one hundred eighty (180) days in a calendar year, which dwelling unit is regularly used and kept open as such for the lodging of guests, and which is advertised or held out to the public as a place regularly rented to transient occupants, as that term is defined in this Section (13-1000).

Short-Term Rental Property (also referenced as “STRP”) shall mean a residential dwelling unit as defined in Chapter XIII of the Code of the City of Asbury Park, that is used and/or advertised for rent as a short-term rental by transient occupants as guests, as those terms are defined in this Section (13-1000). Dwelling units rented to the same occupant for more than thirty (30) continuous days, licensed Bed and Breakfast establishments, licensed rooming or boarding houses, hotels, and motels shall not be considered Short-Term Rental Property.

Short-Term Rental Property Agent shall mean any New Jersey licensed real estate agent or other person designated and charged by the owner of a short-term rental property, with the responsibility for making the STR application to the City on behalf of the owner, and fulfilling all of the obligations in connection with completion of the short-term rental property permit application process on behalf of the owner. Such person shall be available for, and responsive to contact on behalf of, the owner, at all times.

Transient Occupant shall mean any person or a guest or invitee of such person, who, in exchange for compensation, occupies or is in actual or apparent control or possession of residential property, which is either: (1) registered as a short-term rental property, or (2) satisfies the definition of a short-term rental property, as such term is defined in this Section (13-1000). It shall be a rebuttable presumption that any person who holds themselves out as being an occupant or guest of an occupant of the short-term rental is a transient occupant.

13-1000.4 Regulations Pertaining to Short-Term Rentals.

a. It shall be unlawful for any owner of any property within the geographic bounds of the City of Asbury Park, New Jersey, to rent or operate a short-term rental contrary to the procedures and regulations established in this Section (13-1000) or applicable State statute.

b. Short-term rentals shall be permitted to be conducted in the following classifications of property in the City of Asbury Park:

1. Condominium units, where the Condominium Association By-Laws or Master Deed permit a short-term rental, and where the owner of the unit legally identifies the address as his or her principal residence;
2. Individually or collectively owned single-family residences, which one of the owners legally identifies as the address of his or her principal residence, as that term is defined herein;

3. One unit within a two-family residential dwelling, where the other unit is occupied by the owner and identified by the owner as his or her principal residence, as that term is defined herein;
4. Not more than one unit in any multi-family residential dwelling, where one other unit in the same dwelling is occupied by the owner and identified by the owner as his or her principal residence, as that term is defined herein; and
5. Not more than one room within a single-family residential dwelling unit, where the room shares common kitchen and bathroom facilities with the occupant of the dwelling unit, and the remainder of the single-family dwelling unit is occupied by the owner and identified by the owner as his or her principal residence, as that term is defined herein.

c. Notwithstanding the provisions of sub-paragraph (b) above, short-term rentals shall not be permitted in boarding or rooming houses, dormitories, foster homes, adult family care homes, assisted living facilities, community residences for developmentally disabled persons, community shelters for victims of domestic violence, or nursing homes. Further, short term rental of the following properties is prohibited:

1. Condominiums or townhomes, where the Condominium Association By-Laws or Master Deed, or Condominium Rules and Regulations, do not permit such short-term rental of condominium units in the development;
2. An individually or collectively owned single-family residential dwelling unit, which address none of the owners legally identifies as his or her principal residence;
3. A unit in a two-family residential dwelling, where the other unit is not occupied by the owner nor legally identified by the owner as his or her principal residence;
4. Two or more units in a multi-family residential dwelling, and where one of the other units is not occupied by the owner nor legally identified by the owner as his or her principal residence;
5. A room within a single-family, two-family or multi-family residential dwelling unit, where the room shares common kitchen and bathroom facilities with the occupant(s) of the dwelling unit in which it is located, which occupant(s) is neither the owner of the dwelling unit nor identifies the remainder of the dwelling unit in the single-family, two-family or multi-family residence as his or her principal residence.
6. Two or more individual rooms within a single-family, two-family or multi-family residential dwelling unit, where the rooms share common kitchen and bathroom facilities with the occupant(s) of the dwelling unit(s) in which they are located, which occupant(s) is neither the owner of the dwelling unit nor identifies the remainder of the dwelling unit in the single-family, two-family or multi-family residence as his or her principal residence.

d. Notwithstanding the prohibitions set forth in sub-paragraph (c) (1) thru (6) above, in the event that a property owner was eligible under, and complied with the regulations of, the

prior Summer Rental License Ordinance (which was found at former Section 12-8 of the City Code) during the calendar year 2017, and that owner made application for, registered and received a valid Summer Rental License in 2017 pursuant to the (former) Summer Rental License Ordinance, then that property owner, if intending to apply for a short-term rental permit pursuant to this Section (13-1000), shall be exempt from the specific requirement set forth above which mandates that the short-term rental property must be the principal residence of the owner applying for a short-term rental permit.

e. The exemption and right specified in sub-paragraph (d) above, however, shall be limited and restricted only to the owner of the property that received a valid 2017 Summer Rental License, and shall not run with the land to subsequent purchasers, grantees or transferees. This exemption shall extinguish upon the occurrence of any of the following:

1. The owner of the property allowing the expiration of the STR permit, without having made a timely application for renewal of the permit prior to its expiration date; or
2. The revocation of the STR permit for any violation(s) as set forth in this Section (13-1000); or
3. The sale or transfer of title to the property to any other individual, or entity, whether or not any of the current owner(s) is a principal or member in the grantee entity.

In the event of the occurrence of any of the above events, then the property shall no longer be afforded the benefit of this exemption, and the owner must comply with all of the requirements of this Section (13-1000), including the principal residence provision, in order to obtain a valid STR permit.

f. The provisions of this Section (13-1000) shall apply to short-term rentals as defined in Subsection 13-1000.3 above. The following do not qualify as a privately-owned residential dwelling unit, as that term is used herein, and therefore do not need to obtain a short-term rental permit pursuant to this Section (13-1000): any hotel, motel, studio hotel, rooming house, dormitory, public or private club, bed and breakfast inn, convalescent home, rest home, home for aged people, foster home, halfway house, transitional housing facility, or other similar facility operated for the care, treatment, or reintegration into society of human beings; any housing owned or controlled by an educational institution and used exclusively to house students, faculty or other employees with or without their families; any housing operated or used exclusively for religious, charitable or educational purposes; or any housing owned by a governmental agency and used to house its employees or for governmental purposes.

13-1000.5 Short-Term Rental Permit, Permit Registration Fee/Application, and Certificate of Occupancy.

a. In addition to any land use requirement(s) set forth by the City of Asbury Park Land Use Regulations, the owner/operator of a short-term rental property shall obtain a short-term rental permit from the City of Asbury Park Department of Property Improvement and Neighborhood Preservation, before renting or advertising for rent any short-term rental.

b. No person or entity shall operate a STRP, or advertise a residential property for use as a STRP, without the owner/operator of the property first having obtained a STR permit issued by the City of Asbury Park Department of Property Improvement and Neighborhood Preservation. The failure to obtain a valid STR permit prior to advertising the short-term rental property in any print, digital, or internet advertisement or web-based platform, and/or in the MLS or any realtor's property listing shall be a violation of this Ordinance. No STR permit issued under this Section (13-1000) may be transferred or assigned or used by any person or entity, other than the owner to whom it is issued, or at any property location or dwelling unit other than the property for which it is issued.

c. An owner of property intended to serve as a short-term rental property, as defined herein, or any agent acting on behalf of the owner, shall submit to the City of Asbury Park Department of Property Improvement and Neighborhood Preservation, a short-term rental permit application provided by the City, along with an annual application/registration fee of three hundred dollars (\$300.00). Said fee shall be non-refundable, including in the event that the application is denied. The fee shall also constitute the required fee for the rental Certificate of Occupancy application, referenced below.

d. The short-term rental permit, if granted, shall be valid for a period of one year from the date of issuance.

e. The owner of a short-term rental property, as defined herein, or any agent acting on behalf of the owner, who intends to rent all of the property, or any permitted part thereof as a short-term rental, shall also make application to the Department of Property Improvement and Neighborhood Preservation, in conjunction with the short-term rental permit application, for the issuance of a rental Certificate of Occupancy for the short-term rental property, on such forms as required by that Department.

f. A short-term rental permit and rental Certificate of Occupancy shall be renewed on an annual basis, based upon the anniversary of the original permit issuance, by submitting to the Department of Property Improvement and Neighborhood Preservation, a short-term rental permit application and rental Certificate of Occupancy application and a renewal registration fee of three hundred dollars (\$300.00).

g. The short-term rental permit shall expire automatically when the short-term rental property changes ownership, and a new initial application and first-time registration fee will be required in the event that the new owner intends to use the property as a short-term rental property. A new application and first-time registration fee shall also be required for any short-term rental that had its short term rental permit revoked or suspended.

13-1000.6 Application Process for Short-Term Rental Permit and Inspections.

a. Applicants for a short-term rental permit shall submit, on an annual basis, an application for a short-term rental permit to the City of Asbury Park Department of Property Improvement and Neighborhood Preservation. The application shall be furnished, under oath,

on a form specified by the City Manager, accompanied by the non-refundable application fee as set forth in Subsection 13-1000.5 above. Such application shall include:

1. The name, address, telephone number and email address of the owner(s) of record of the dwelling unit for which a permit is sought. If such owner is not a natural person, the application must include and identify the names of all partners, officers and/or directors of any such entity, and the personal contact information, including address and telephone numbers for each of them;
2. The address of the unit to be used as a short-term rental;
3. A copy of the driver's license or State Identification Card of the owner of the short-term rental property, confirming, as set forth in this Section (13-1000), that the property is the principal residence, as that term is defined herein, of the owner making application for the STR permit;
4. The owner's sworn acknowledgement that they comply with the requirement that the short-term rental property constitutes the owner's principal residence, as defined in Subsection 13-1000.3 above, or that the owner is entitled to an exemption from that requirement as set forth in Subsection 13-1000.4(d) above;
5. The name, address, telephone number and email address of the short-term rental property agent, which shall constitute his or her 7 day a week, 24-hour a day contact information;
6. The name, address, telephone number and email address of the short-term rental property responsible party, which shall constitute his or her 7 day a week, 24-hour a day contact information;
7. The owner's sworn acknowledgement that he or she has received a copy of this Ordinance, has reviewed it, understands its requirements and certifies, under oath, as to the accuracy of all information provided in the permit application;
8. The number and location of all parking spaces available to the premises, which shall include the number of legal off-street parking spaces and on-street parking spaces directly adjacent to the premises. The owner shall certify that every effort will be made to avoid and/or mitigate issues with on-street parking in the neighborhood in which the short-term rental is located, resulting from excessive vehicles generated by the short-term rental of the property, in order to avoid a shortage of parking for residents in the surrounding neighborhood;
9. The owner's agreement that all renters of the short-term rental property shall be limited to one (1) vehicle per two occupants in the short-term rental property;
10. The owner's agreement to use his or her best efforts to assure that use of the premises by all transient occupants will not disrupt the neighborhood, and will not interfere with the rights of neighboring property owners to the quiet enjoyment of their properties; and
11. Any other information that this Chapter requires a property owner to provide to the City in connection with an application for a rental certificate

of occupancy. The City Manager or his designee shall have the authority to obtain additional information from the STRP owner/applicant or amend the permit application to require additional information, as necessary, to achieve the objectives of this Chapter.

b. Every application for a short-term rental permit shall require annual inspections for the STRP's compliance with the City's fire safety regulations and property maintenance code. In addition, each application is subject to review to verify the STRP's eligibility for use as a short-term rental and compliance with the regulations in this Section (13-1000).

c. For a condominium short-term rental permit application, a letter of approval by the condominium association must be submitted with the application.

d. A Zoning Compliance Certificate, which states that the premises are not being occupied or used in violation of the City's Land Use Regulations and Zoning Ordinance, shall be required.

e. A sworn statement shall be required that there have been no prior revocations or suspensions of this or a similar license, in which event a license shall not be issued, which denial may be appealed as provided hereinafter.

f. Attached to and concurrent with submission of the permit application described in this Section (13-1000), the owner shall provide:

1. Proof of the owner's current ownership of the short-term rental unit;
 2. Proof of general liability insurance in a minimum amount of \$500,000.00;
- and
3. Written certifications from the short-term rental property agent and responsible party that they agree to perform all of the respective duties specified in this Section (13-1000).

g. The STRP owner/permit holder shall publish the short-term rental permit number issued by the City in every print, digital, or internet advertisement, and/or in the Multiple Listing Service (hereinafter "MLS") or other real estate listing of a real estate agent licensed by the NJ State Real Estate Commission, in which the short-term rental property is advertised for rent on a short term basis.

h. Each and every time there is a change of occupancy by transient occupants during the year when the permit is active, the STRP owner, or short-term rental property agent must provide the City with information as to the identity of all transient occupants who will be occupying the STRP, on a form to be made available by the Department of Property Improvement and Neighborhood Preservation or in electronic format on the City website. The intent is that the City shall have basic identifying information of all occupants of the STRP at all times, just as required by the City in conjunction with any standard rental Certificate of Occupancy application, which information shall include the occupant's or occupants' names and

ages, and the dates of the commencement and expiration of the term of each short-term rental period of the respective occupant(s).

i. In no event shall a short-term rental property be rented to anyone younger than twenty-one (21) years of age. The primary occupant of all short-term rentals executing the agreement between the owner and the occupant must be over the age of twenty-one (21), and must be the party who will actually occupy the property during the term of the short-term rental. The primary occupant may have guests under the age of twenty-one (21) who will share and occupy the property with them. Both the primary occupant executing the short-term rental agreement and the STRP owner shall be responsible for compliance with this provision, and shall both be liable for a violation, where the property is not occupied by at least one adult over the age of twenty-one, during the term of the short term rental;

13-1000.7 Issuance of Permit and Appeal Procedure.

a. Once an application is submitted, complete with all required information and documentation and fees, the Department of Property Improvement and Neighborhood Preservation, following any necessary investigation for compliance with this Section (13-1000), shall either issue the short-term rental permit and Certificate of Occupancy, or issue a written denial of the permit application (with the reasons for such denial being stated therein), within ten (10) business days.

b. If denied, the applicant shall have ten (10) business days to appeal in writing to the City Manager, by filing the appeal with the City Manager's Office.

c. Within thirty (30) days thereafter, the City Manager or his designee shall hear and decide the appeal.

13-1000.8 Short-Term Rental Operational Requirements.

a. All short-term rentals must comply with all applicable rules, regulations and ordinances of the City of Asbury Park and all applicable rules, regulations and statutes of the State of New Jersey, including regulations governing such lodging uses, as applicable. The STRP owner shall ensure that the short-term rental is used in a manner that complies with all applicable laws, rules and regulations pertaining to the use and occupancy of a short term rental.

b. A dwelling unit shall be limited to a single short-term rental contract at a time.

c. The owner of a STRP shall not install any advertising or identifying mechanisms, such as signage, including lawn signage, identifying the property for rent as a short-term rental property.

d. Transient occupants of the STRP shall comply with all ordinances of the City of Asbury Park including, but not limited to those ordinances regulating noise and nuisance conduct. Failure of transient occupants to comply shall subject the transient occupants, the owner of the STRP, the Responsible Party and the Short-Term Rental Agent listed in the short-

term rental permit application, to the issuance of fines and/or penalties, and the possibility of the revocation or suspension of the STRP permit.

e. The owner of a STRP shall post the following information in a prominent location within the short term rental:

1. Owner name; if owner is an entity, the name of a principal in the entity, and phone number for the owner (individual);
2. The names and phone numbers for the Responsible Party and the Short-Term Rental Agent (as those terms are defined in this Section (13-1000));
3. The phone numbers for the Asbury Park Police Department, the Asbury Park Fire Department, the City of Asbury Park Department of Code Enforcement and the City of Asbury Park Department of Property Improvement and Neighborhood Preservation;
4. The maximum number of parking spaces available onsite;
5. Trash and recycling pick-up day, and all applicable rules and regulations regarding trash disposal and recycling;
6. A copy of the City of Asbury Park Animal House Ordinance and this Ordinance; and
7. Notification that a guest, Transient Occupant, the Short-Term Rental Property Agent, the Responsible Party or STRP owner may be cited or fined by the City of Asbury Park Police Department or the City of Asbury Park Department of Property Improvement and Neighborhood Preservation, for violations of, and in accordance with any applicable Ordinance(s) of the City of Asbury Park;

f. In the event any complaints are received by the Asbury Park Police Department or the Department of Property Improvement and Neighborhood Preservation regarding the short-term rental and/or the Transient Occupants in the STRP, and the owner of the STRP is unreachable or unresponsive, both the Responsible Party and the Short-Term Rental Agent listed in the short-term rental permit application shall have the responsibility to take any action required to properly resolve such complaints, and shall be authorized by the STRP owner to do so.

g. While a STRP is rented, the owner, the Short-Term Rental Agent, or the Responsible Party shall be available twenty-four hours per day, seven days per week for the purpose of responding within two (2) hours to complaints regarding the condition of the STRP premises, maintenance of the STRP premises, operation of the STRP, or conduct of the guests at the STRP, or nuisance complaints from the Asbury Park Police Department or neighbors, arising by virtue of the short-term rental of the property.

h. If the STRP is the subject of two (2) or more substantiated civil and/or criminal complaints, the City Manager or his designee may revoke the short-term rental permit issued for the property, in which case, the STRP may not be the subject of a new STRP permit application for one (1) year following the date of revocation of the permit.

i. Failure to make application for, and to obtain the issuance of, a short-term rental permit prior to advertising the STRP in print publications or newspapers, on any internet-based booking platforms, or online, and/or in the MLS or other real estate listing of a real estate agent licensed by the NJ State Real Estate Commission, shall be equivalent to operation of the STRP without a permit, and shall constitute a violation of this Code, and will result in enforcement action and the issuance of a Summons, and shall subject the STRP owner, the Short-Term Rental Agent, and the Responsible Party to issuance of fines and/or penalties.

j. The person offering a dwelling unit for short-term rental use must be the owner of the dwelling unit. A tenant of a property may not apply for a short-term rental permit, nor shall the property or any portion thereof be sub-leased by the tenant on a short-term basis, or operated as a STRP by the tenant. This STRP regulation shall supersede any conflicting provision in a private lease agreement permitting sub-leasing of the property, or any portion of the property. Violation of this Section (13-1000) will result in enforcement action against the tenant, the STRP owner, the Short-Term Rental Agent, and the Responsible Party, and will subject all such parties to the issuance of a Summons and levying of fines and/or penalties.

k. In the event that the City receives three (3) substantiated complaints concerning excessive vehicles belonging to the transient occupants of a STRP, the short-term rental permit for the property is subject to revocation by the City Manager or his designee.

l. The STRP owner must be current with all tax and sewer charges assessed to the property prior to the issuance of a short-term rental permit. In the event that any code violations have been issued by the City relating to the STRP, a short-term rental permit shall not be issued until such time as such violations have been properly abated. The STRP owner must also close any open construction permits for the property prior to the issuance of a short-term rental permit.

m. All fines or penalties issued by the Municipal Court for the City of Asbury Park for any past code violations relating to the STRP, including penalties for failure to appear in Court, must be satisfied in full prior to the issuance of a short-term rental permit.

13-1000.9 Violations and Penalties.

A violation of any provision of the within Section (13-1000) may subject the STRP owner, Transient Occupant(s), the Short-Term Property Rental Agent, and the Responsible Party or their agents to fines assessed by the Court up to \$2,000.00 per violation, per day that the violation exists.

Section 2. Chapter XII, entitled “Building And Construction,” is hereby amended in order to repeal Section 12-8 thereof, entitled “Summer Rental Regulations,” in its entirety (including all Subsections 12-8.1 through 12-8.13).

Section 3. Any Ordinances or parts thereof inconsistent herewith shall be amended and supplemented to conform to the provisions contained herein.

Section 4. If any part of this Ordinance is declared unconstitutional or illegal by any court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

Section 5. This Ordinance shall take effect upon final passage and publication in accordance with the laws of the State of New Jersey, following the required twenty (20) day period after adoption, as set forth in N.J.S.A. 40:69A-181(b).

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2017-40 which was finally adopted by the City Council at a meeting held on the 8th day of November, 2017

CINDY A. DYE
CITY CLERK

✓ Vote Record - Ordinance 2017-40						
☒ Adopted ☐ Adopted as Amended ☐ Defeated ☐ Tabled ☐ Withdrawn ☐ Introduced			Yes/Aye	No/Nay	Abstain	Absent
	Eileen Chapman	Voter	☒	☐	☐	☐
	Yvonne Clayton	Seconder	☒	☐	☐	☐
	Jesse Kendle	Voter	☒	☐	☐	☐
	Amy Quinn	Mover	☒	☐	☐	☐
	John Moor	Seconder	☒	☐	☐	☐



**Asbury Park, New Jersey
ORDINANCE NO. 2017-43**

**AMENDING AND SUPPLEMENTING CHAPTER 12 SECTION 8 "SHORT TERM
RENTAL REGULATIONS"**

WHEREAS, the existing municipal code adequately protects property owners from noise, nuisance, and other violations by their neighbors; and

WHEREAS, the State of New Jersey does not require homeowners to refrain from offering tenancies under 30 days; and

WHEREAS, the value of property is diminished when reasonable uses are unnecessarily restricted without a compelling reason.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and the City Council of the City of Asbury Park (the "City"), in the County of Monmouth and State of New Jersey, that the existing provisions contained in Section 8, entitled "Short term Rental Regulations" of Chapter XII, "Building and Construction" of the "Code of the City of Asbury Park, New Jersey," are amended as follows:

12-8 SHORT TERM RENTAL REGULATIONS.

12-8.1 Short Term Rental Defined.

As used in this section, the term "short term rental" shall mean all single-family, multi-family and condominium residential properties rented by owners, or agents acting on behalf of owners, for temporary occupancy (under 30 days) by tenants at any time of the year. This section shall not apply to rooming houses or boarding houses, which are licensed and/or regulated separately. Additionally, this section shall not apply to apartment units, which are specifically excluded from the definition of "short term rental." Ord. No. 3062)

12-8.2 Short Term Rental Certificate of Occupancy Required.

The owner(s) of a short-term rental as defined in Subsection 12-8.1, or any agent acting on behalf of any owner (s), who intend(s) to lease all or any part thereof as a short-term rental as defined herein shall first make application to the Code Enforcement Department of the City for the issuance of a rental Certificate of Occupancy and a short-term rental license on such form(s) as required, accompanied by the appropriate fee(s) as required herein (Ord. No. 3062)

12-8.3 Applications for Short Term Rental License.

An application for license under the provisions of this section shall be in writing and shall contain the following information:

- a. The name of the person(s) to whom the license shall be issued, telephone number(s) and the residential and e-mail addresses of the person(s). If the applicant is not an individual, then the name(s), position(s), address(es) and contact information of all officers and managers of the applicant. No post office box addresses shall be listed.
- b. The address of the premises that is to be a short-term rental.
- c. A statement that the premises are not being occupied or used in violation of the City's Zoning Ordinance.
- d. A statement that there have been no prior revocations or suspensions of this or a similar license, in which event a license shall not be issued, which denial may be appealed as provided hereinafter.
- e. The name, address, e-mail address, and telephone number of an agent of the owner(s) who is authorized to accept mail or personal service of any notice or order and to comply with same on behalf of the owner(s). No post office box address(es) shall be listed.
- f. The name, address, e-mail address and telephone number of the real estate agent, if any, handling or negotiating the short-term rental.
- g. Proof of compliance with the rental Certificate of Occupancy provisions of this section.

(Ord. No. 3062)

12-8.4 License Renewals and Transfers.

Applications for renewal or transfer of a license shall follow the same procedure as required for the original application. (Ord. No. 3062)

12-8.5 Appeal Procedure.

Once an application is submitted, complete with the required fee(s), the Code Enforcement Officer or his/her designate, following any necessary investigation for compliance with this section, shall issue a written approval or disapproval (with the reasons for such disapproval being stated therein) within ten (10) business days. If approved, the license shall be issued. If disapproved, the applicant shall have ten (10) business days to appeal in writing to the City Council, by filing the appeal with the City Clerk. Within thirty (30) days thereafter, the City Council shall hear and decide the appeal. (Ord. No. 3062).

12-8.6 License Specification.

Each license issued under the provisions of this section shall state upon its face the following:

- a. The contact information of the licensee and its agent pursuant to Subsection 12-8.3(a) and (f).

- b. The amount of license fee(s).
- c. The dates of issuance and expiration of license.
- d. A license number unique to each application.

(Ord. No. 3062)

12-8.7 Regulations.

Every licensee under this section shall.

- a. Permit all reasonable inspections for the premises by the City Enforcement Officer(s).
- b. Comply with all laws and regulations applicable to the licensed premises.
- c. Avoid all activities, including excessive noise, that affect the public health, safety or welfare of others.
- d. Refrain from operating the licensed premises after the expiration, revocation or suspension of the license as a short-term rental premise.
- e. Post and maintain the license upon the licensed premises in a place where it may be seen from outside.

(Ord. No. 3062)

12-8.8 License Application Fee.

Any application for a license under this section shall be accompanied by a non-refundable license application fee in the amount of two hundred fifty (\$250.00) dollars. (Ord. No. 3062)

12-8.9 Enforcement of License Provisions.

It shall be the duty of the Code Enforcement Officer or his/her designee, fire officials, Chief of Police and/or any Police Officer of the City to enforce the provisions of this section. (Ord. No. 3062)

12-8-10 Posting of License Number.

- a. The licensee shall post on the back of the front door of the premises the rental Certificate of Occupancy required and the License issued to the owner pursuant to Section 12-8.6.
- b. In the event of a change of licensee or additional information during the period of the short-term rental license, the licensee shall revise the information required under Subsection 12-8.3 herein and file same with the Code Enforcement Department.
- c. The licensee shall include in any public listing of the property for rent, whether in print or on a digital platform, the unique license number provided to that licensee.

(Ord. No. 3062)

12-8.11 Revocation or Suspension of License.

a. *Causes.* Any license issued pursuant to this Section may be suspended or revoked as provided herein after notice and hearing, for the following causes:

1. Fraud, misrepresentations or false statements in the application for the license.
2. Any violation of this section or any other law or provision of any City Ordinances.
3. Conducting or permitting the conducting of the premises in an unlawful manner as to constitute a breach of the peace (including but not limited to excessive noise), or to constitute a nuisance or a threat to the health, safety or general welfare.
4. In the event that any tenant of the short-term rental is charged with a violation of a City ordinance involving the use or occupancy of the rented premises, notice by the charging officer shall be mailed to the licensee and its designated agent pursuant to subsection 12-8.4(f) hereof. In the event two such complaints for the violations are issued during one licensing term and result in convictions in municipal court, then such convictions may be grounds for suspension or revocation of the short-term rental license. In the event the licensee is the complaining party and the complaint results in a conviction in municipal court, such conviction shall not be considered for license suspension or revocation.

(Ord. No. 3062)

BE IT FURTHER ORDAINED, that all other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

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

BE IT FURTHER ORDAINED, that this Ordinance shall take effect upon final passage and publication in accordance with the law, following the required twenty (20) day period after adoption, as set forth in N.J.S.A. 40:69A-181(b).

I, 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. 2017-43 which was finally adopted by the City Council at a meeting held on the 8th day of November, 2017

CINDY A. DYE
CITY CLERK

✓ Vote Record - Ordinance 2017-43						
☐ Adopted ☐ Adopted as Amended ☒ Defeated ☐ Tabled ☐ Withdrawn ☐ Introduced			Yes/Aye	No/Nay	Abstain	Absent
	Eileen Chapman	Voter	☐	☒	☐	☐
	Yvonne Clayton	Mover	☐	☒	☐	☐
	Jesse Kendle	Voter	☐	☒	☐	☐
	Amy Quinn	Seconder	☐	☒	☐	☐
	John Moor	Voter	☐	☒	☐	☐



RESOLUTION NO. 2018-301

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

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ASBURY PARK REQUESTING THE MONMOUTH COUNTY BOARD OF ELECTIONS TO PLACE TWO (2) PUBLIC REFERENDUM QUESTIONS ON THE NOVEMBER 6, 2018 GENERAL ELECTION BALLOT REGARDING PROPOSED AMENDMENTS TO THE CITY'S CURRENT FORM OF GOVERNMENT (PURSUANT TO N.J.S.A. 40:69A-25.1)

WHEREAS, on July 26, 2018, the City Clerk (also referenced as the "Clerk") of the City of Asbury Park (the "City") received a Referendum Petition (the "Petition") submitted by "The Committee for A More Fair Equitable Asbury Park" (the "Petitioners"), seeking to amend the charter of the City to revise certain alternative provisions that are permitted under the City's current municipal form of government, which is the Council-Manager Plan pursuant to N.J.S.A. 40:69A-81, et seq., under the Optional Municipal Charter Law (otherwise known as the "Faulkner Act"), pursuant to N.J.S.A. 40:69A-1, et seq.; and

WHEREAS, the Petition was subsequently amended by the Petitioners on August 8, 2018 and also on August 15, 2018 in order to include additional signatures; and

WHEREAS, the Petition proposes two (2) public referendum questions to appear on the November 6, 2018 general election ballot which, if approved, would amend the charter of the City in the following respects: (1) changing from an all at-large system to a ward and at-large system, whereby the municipality would be divided into three wards, with one council member elected from each ward and two council members elected at-large (one of whom will continue to be designated and voted for under the title of Mayor); and (2) changing from a non-partisan system under the "Uniform Non-Partisan Elections Law" (N.J.S.A. 40:45-5, et seq.) to a partisan system, including the holding of primary elections in June and then partisan general elections in November; and

WHEREAS, following the City Clerk's review of the Petition, the Clerk verified that the Petitioners had included the signatures of a sufficient number of legally registered voters of the City to meet the fifteen percent (15%) threshold required for a referendum by N.J.S.A. 40:69A-185 (based upon the total votes cast in the municipality at the last election at which members of the General Assembly were elected, which was in November of 2017), and that it otherwise complied with State statute; and

WHEREAS, the City Clerk notified the Petitioners of her determination by letter dated August 15, 2018, and stated that she would be certifying the Petition to the City Council at its next regular meeting; and

WHEREAS, based upon the above, it is now necessary for the City to request the Monmouth County Board of Elections to place the two (2) public referendum questions referenced above on the November 6, 2018 general election ballot, in the forms specified herein, along with an interpretative statement relating to each question, also in the forms specified herein; and

WHEREAS, the substantive provisions of the public referendum questions and the interpretative statements were provided by the Petitioners in their Petition, and are repeated in substantially the same form herein; and

WHEREAS, the two (2) public referendum questions, along with their interpretative statements, to appear on the November 6, 2018 general election ballot shall read as follows:

City of Asbury Park Public Questions:

- (1) Shall the charter of the City of Asbury Park, governed by the Council-Manager Plan of the Optional Municipal Charter Law, be amended, as permitted under that Plan, to provide for the division of the municipality into three wards with two council members to be elected at large and one from each ward?

Interpretative Statement: In November 2013, the voters of the City of Asbury Park adopted a Council-Manager Plan form of government (under the Optional Municipal Charter Law, which is also known as the “Faulkner Act”), with 5 council members to be elected at-large for staggered terms at a nonpartisan election held in November, with the potential of a run-off if no candidate received over 50% of the vote. If this Question is adopted, the City Council will reorganize into three wards, each with one council representative, with two additional seats elected at large, one of whom will continue to be designated and voted for under the title of Mayor.

- (2) Shall the charter of the City of Asbury Park, governed by the Council-Manager Plan of the Optional Municipal Charter Law, be amended, as permitted under that Plan, to provide for the holding of partisan general elections in November?

Interpretative Statement: In November 2013, the voters of the City of Asbury Park adopted the Council-Manager Plan form of government (under the Optional Municipal Charter Law, which is also known as the “Faulkner Act”), with 5 council members to be

elected at-large for staggered terms at a nonpartisan election held in November, with the potential of a run-off if no candidate received over 50% of the vote. If this Question is adopted, the City Council will be elected pursuant to partisan elections, including June primaries, and by law, there will be no run-off elections.

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

1. That the City hereby requests the Monmouth County Board of Elections to place the following two (2) public referendum questions on the November 6, 2018 general election ballot, along with the following interpretive statements:

City of Asbury Park Public Questions:

- (1) Shall the charter of the City of Asbury Park, governed by the Council-Manager Plan of the Optional Municipal Charter Law, be amended, as permitted under that Plan, to provide for the division of the municipality into three wards with two council members to be elected at large and one from each ward?

Interpretative Statement: In November 2013, the voters of the City of Asbury Park adopted a Council-Manager Plan form of government (under the Optional Municipal Charter Law, which is also known as the “Faulkner Act”), with 5 council members to be elected at-large for staggered terms at a nonpartisan election held in November, with the potential of a run-off if no candidate received over 50% of the vote. If this Question is adopted, the City Council will reorganize into three wards, each with one council representative, with two additional seats elected at large, one of whom will continue to be designated and voted for under the title of Mayor.

- (2) Shall the charter of the City of Asbury Park, governed by the Council-Manager Plan of the Optional Municipal Charter Law, be amended, as permitted under that Plan, to provide for the holding of partisan general elections in November?

Interpretative Statement: In November 2013, the voters of the City of Asbury Park adopted the Council-Manager Plan form of government (under the Optional Municipal Charter Law, which is also known as the “Faulkner Act”), with 5 council members to be elected at-large for staggered terms at a nonpartisan election held in November, with the potential of a run-off if no candidate received over 50% of the vote. If this Question is adopted, the

City Council will be elected pursuant to partisan elections, including June primaries, and by law, there will be no run-off elections.

2. That the City Clerk is hereby authorized and directed to forward a certified copy of this Resolution to the Monmouth County Board of Elections immediately following its adoption so as to ensure that the above-referenced public referendum questions, and the above interpretative statements, shall appear on the November 6, 2018 general election ballot.
3. That a certified copy of this Resolution shall be provided to each of the following:
 - (a) Monmouth County Board of Elections;
 - (b) The Committee for A More Fair Equitable Asbury Park;
 - (c) Michael Capabianco, City Manager; and
 - (d) Frederick C. Raffetto, Esq., Municipal Attorney

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2018-301 which was finally adopted by the City Council at a meeting held on the 22nd day of August, 2018

CERTIFIED BY ME THIS 23rd DAY OF August, 2018.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2018-302

**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 \$2,696,360.11

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	\$ 1,612,698.48
BOARD OF EDUCATION	617,161.00
DEBT SERVICE	<u>466,500.63</u>
TOTAL VOUCHERS	\$ <u>2,696,360.11</u>

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2018-302 which was finally adopted by the City Council at a meeting held on the 22nd day of August, 2018

CERTIFIED BY ME THIS 23rd DAY OF August, 2018.

CINDY A. DYE
CITY CLERK

August 3, 2018
02:17 PM

CITY OF ASBURY PARK
Bill List By Budget Account

3.1.5.a
Page No. 1

P.O. Type: Contract Print Alpha, Revenue, & G/L Accounts: Y Open: N Void: N Paid: N
Format: Condensed Held: Y Aprv: N Rcvd: Y
Range: 7-First to 8-Last Bid: Y State: Y Other: Y Exempt: Y
Rcvd Batch Id Range: First to Last Include Non-Budgeted: Y
Department Page Break: No Subtotal CAFR: Yes Subtotal Department: Yes Subtotal Extd: Yes

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

7-01-20-130-000-201	FINANCE General Plant					
15010CE	1501 Ocean Av. Condo Assoc.	18-00320	Trash reim. Oct - Dec. 17	2,430.00	0.00	
	Extd Total: FINANCIAL ADMINISTRATION			2,430.00		
	Department Total: FINANCIAL ADMINISTRATION			2,430.00		
	CAFR Total:			2,430.00		
	Fund Total: CURRENT			2,430.00		

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

7-06-55-502-000-201	PARKING UTILITY O/E: General Plant					
WBMASON	W.B.MASON CO., INC.	17-03518	Furniture for Parking Utility	516.96	0.00	
	Extd Total: PARKING UTILITY O/E: OTHER EXPENSES:			516.96		
	Department Total: PARKING UTILITY O/E: OTHER EXPENSES:			516.96		
	CAFR Total:			516.96		
	Fund Total: PARKING UTILITY: BUDGET:			516.96		

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

7-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
ANSWER	ANSERCOMM	17-02455	Answering Services, Monthly	145.57	0.00	B
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			145.57		
	Department Total: SEWER UTILITY O/E: OTHER EXPENSES:			145.57		
	CAFR Total:			145.57		
	Fund Total: SEWER UTILITY: BUDGET:			145.57		
	Year Total:			3,092.53		

Fund: CURRENT
Department: ADMINISTRATION
Extd: ADMINISTRATION

8-01-20-100-000-201	ADMINISTRATION General Plant					
SHORT	SAKER SHOP RITE, INC.	18-00480	Black History Month supplies	487.24	0.00	B
FRADL	FRANK'S DELI RESTAURANT	18-01942	food for event	318.75	0.00	
GMIINT	GMIS INTERNATIONAL	18-02161	GMIS International Dues	100.00	0.00	
PUNPRES	PUNTALIAN PRESS MARKETING LLC	18-02405	Ad for Back to School Block	50.00	0.00	
ATLLC	AT&T MOBILITY LLC	18-02490	ACCT #287284651437 6/8-7/11/18	101.36	0.00	

Attachment: Bill List 8-8-18 (2018-302 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
8-01-20-100-000-201	ADMINISTRATION General Plant		Continued			
ATLLC AT&T MOBILITY LLC		18-02529	ACCT #287284936037 6/25-7/11	37.35	0.00	
				1,094.70		
	Extd Total: ADMINISTRATION			1,094.70		
	Department Total: ADMINISTRATION			1,094.70		
Department: MUNICIPAL CLERK						
Extd: MUNICIPAL CLERK						
8-01-20-120-000-212	MUNICIPAL CLERK Dues,Subscript.					
INTINS INTERNATIONAL INSTITUTE OF		18-02408	ID #32034 Cindy Dye	185.00	0.00	
CINDYE CINDY A. DYE		18-02606	Notary#2115253 Cindy Dye	30.00	0.00	
				215.00		
8-01-20-120-000-217	MUNICIPAL CLERK Ads&Promotion					
THECOA THE NEW COASTER		18-02335	Invoice #51467 Legal Ads	42.24	0.00	
8-01-20-120-000-222	MUNICIPAL CLERK Training					
RUTGOV RUTGERS,THE STATE UNIV. OF NJ		18-02530	MC-4005-FA18-1 MELODY HARTSGRO	643.00	0.00	
	Extd Total: MUNICIPAL CLERK			900.24		
	Department Total: MUNICIPAL CLERK			900.24		
Department: FINANCIAL ADMINISTRATION						
Extd: FINANCIAL ADMINISTRATION						
8-01-20-130-000-201	FINANCE General Plant					
MARBUS MARLIN BUSINESS BANK		18-02143	CONTRACT #401-1474010-002	339.50	0.00	B
WBMASON W.B.MASON CO., INC.		18-02372	INV #156584632	5.50	0.00	
				345.00		
8-01-20-130-000-209	FINANCE Fees					
REVGUA REVENUE GUARD MEDICAL CLAIMS		18-02334	June 2018 Fees	4,128.01	0.00	
	Extd Total: FINANCIAL ADMINISTRATION			4,473.01		
	Department Total: FINANCIAL ADMINISTRATION			4,473.01		
Department: TAX ASSESSOR						
Extd: TAX ASSESSOR						
8-01-20-150-000-209	TAX ASSESSOR Fees					
HARHAU HARRY HAUSHALTER		18-02412	Haushalter May 2018	3,003.00	0.00	
8-01-20-150-000-248	TAX ASSESSOR Postage					
CRAPRI CRAFTMASTER PRINTING, INC.		18-02226	CH91 letters and labels	220.75	0.00	
	Extd Total: TAX ASSESSOR			3,223.75		
	Department Total: TAX ASSESSOR			3,223.75		

Attachment: Bill List 8-8-18 (2018-302 : Payment of Bills)

August 3, 2018
02:17 PM

CITY OF ASBURY PARK
Bill List By Budget Account

3.1.5.a
Page No. 5

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: DIRECTOR OF COMMUNICATIONS						
Extd: DIRECTOR OF COMMUNICATIONS						
8-01-20-151-000-299	DIRECTOR OF COMMUNICATIONS - Misc Exp					
WBMASON	W.B.MASON CO., INC.	18-02322	Office Supplies	44.68	0.00	
Extd Total: DIRECTOR OF COMMUNICATIONS				44.68		
Department Total: DIRECTOR OF COMMUNICATIONS				44.68		
Department: CABLE TV ADVISORY COMMITTEE						
Extd: CABLE TV ADVISORY COMMITTEE						
8-01-20-162-000-299	CABLE TV ADVISORY COMMITTEE - MISC EXP					
VIGDES	VIGG DESIGNS, LLC	18-00574	Banner Step & Repeat	192.00	0.00	
TELCOR	TELVUE CORPORATION	18-01297	2 Years of Support	2,215.13	0.00	
SHIINT	SHI INTERNATIONAL CORP	18-01444	AC UNIT	699.13	0.00	
				<u>3,106.26</u>		
Extd Total: CABLE TV ADVISORY COMMITTEE				3,106.26		
Department Total: CABLE TV ADVISORY COMMITTEE				3,106.26		
Department: ENGINEERING SERVICES						
Extd: ENGINEERING SERVICES						
8-01-20-165-000-209	ENGINEERING SERVICES Fees					
TMASSO	T & M ASSOCIATES	18-02477	JMB8348073	5,406.96	0.00	
TREREV	TREASURER STATE OF NEW JERSEY	18-02587	NJDEP SITE REMD. SPRINGWOOD	1,780.00	0.00	
				<u>7,186.96</u>		
Extd Total: ENGINEERING SERVICES				7,186.96		
Department Total: ENGINEERING SERVICES				7,186.96		
CAFR Total:				20,029.60		
Department: Planning Department						
Extd: Planning Department						
8-01-21-179-000-201	Planning Dept. General Plant					
CLACAN	CLARKE CATON & HINTZ	18-02445	CCH Gen Invoices 72227; 71509	45.00	0.00	
Extd Total: Planning Department				45.00		
Department Total: Planning Department				45.00		
Department: PLANNING BOARD						
Extd: PLANNING BOARD						
8-01-21-180-000-201	PLANNING BOARD General Plant					
STSHOR	ST SHORTHAND REPORTING SERVICE	18-02443	SSRS ZB-PB Invoices 06-07/2018	166.67	0.00	

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8-01-21-180-000-201	PLANNING BOARD	General Plant	Continued			
CLACAN	CLARKE CATON & HINTZ	18-02445	CCH Gen Invoices 72227; 71509	594.42	0.00	
				761.09		
	Extd Total:	PLANNING BOARD		761.09		
	Department Total:	PLANNING BOARD		761.09		
	CAFR Total:			806.09		
Department: CODE ENFORCEMENT AND ADMIN.						
Extd: CODE ENFORCEMENT AND ADMIN.						
8-01-22-195-000-299	CODE ENFORCE Misc.					
SHIINT	SHI INTERNATIONAL CORP	18-01740	HP LaserJet Pro M2227fdw	690.18	0.00	
JUNLAS	JUNGLE LASERS, LLC	18-02375	CE applications 6/1-6/30/2018	475.00	0.00	
SEAFOR	SEA BREEZE FORD INC.	18-02380	INV #Q000227419 REGULATOR ASY	85.00	0.00	
				1,250.18		
	Extd Total:	CODE ENFORCEMENT AND ADMIN.		1,250.18		
	Department Total:	CODE ENFORCEMENT AND ADMIN.		1,250.18		
Department: CONSTRUCTION CODE OFFICIAL						
Extd: CONSTRUCTION CODE OFFICIAL						
8-01-22-200-000-299	CONSTRUCTION CODE Misc. (In Cap)					
MGLFOR	MGL FORMS-SYSTEMS, LLC	18-02095	COUNTER FORMS	813.00	0.00	
	Extd Total:	CONSTRUCTION CODE OFFICIAL		813.00		
	Department Total:	CONSTRUCTION CODE OFFICIAL		813.00		
	CAFR Total:			2,063.18		
Department: UNEMPLOYMENT INSURANCE						
Extd: UNEMPLOYMENT INSURANCE						
8-01-23-225-000-209	UNEMPLOYMENT INSURANCE Fees					
NJLABO	NJ DEPT.OF LABOR:DIV.OF EMPLOY	18-02568	2nd Q-2018 UNEMPLOYMENT CHARGE	9,820.82	0.00	
	Extd Total:	UNEMPLOYMENT INSURANCE		9,820.82		
	Department Total:	UNEMPLOYMENT INSURANCE		9,820.82		
	CAFR Total:			9,820.82		
Department: POLICE DEPARTMENT						
Extd: POLICE DEPARTMENT						
8-01-25-240-000-201	POLICE General Plant					
THEHAR	THE HARDWARE STORE	18-00055	Blanket	13.38	0.00	B
MONSHE	MON.COUNTY SHERIFF'S OFFICE	18-01624	35th SLEO 1 (10) Recruits	1,000.00	0.00	
MURARM	MURRAY'S UNIFORMS	18-02395	# 95230 Class 1 Uniforms For	134.00	0.00	
WATSPR	WATCHUNG SPRING WATER CO.,INC.	18-02425	#8774208 (6) Bottles Water &	57.93	0.00	
				1,205.31		
8-01-25-240-000-203	POLICE Motor Vehicle					
EDWTIR	EDWARDS TIRE CO., INC.	18-00198	Blanket Tire Repair	215.60	0.00	B
ASBCIR	ASBURY CIRCLE CAR WASH	18-01972	Blanket Cars Washed June 2018	212.75	0.00	B

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
8-01-25-240-000-203	POLICE Motor Vehicle		Continued			
BENAUT	BENNETT'S AUTO RECOVERY	18-02396	Towed (3) Police Vehicles	60.00	0.00	
NATPAR	NATIONAL PARTS SUPPLY, INC.	18-02422	#14-19615,14-19991,14-21277,	840.79	0.00	
RICAUT	RICH'S AUTO BODY	18-02485	#10889,#10888, Towed unit 23	40.00	0.00	
RICAUT	RICH'S AUTO BODY	18-02514	#10905 Towed Car 5	20.00	0.00	
				<u>1,389.14</u>		
8-01-25-240-000-218	POLICE Contract.Serv.					
ATLTOM	ATLANTIC TOMORROWS OFFICE GPO	18-02277	#CNIN772465,CNIN772463,	545.39	0.00	
XERCOR	XEROX CORPORATION	18-02400	#093795763 Meter Usage 5/21 -	161.80	0.00	
ATLLC	AT&T MOBILITY LLC	18-02490	ACCT #287284651437 6/8-7/11/18	5.69	0.00	
VERZON	VERIZON BUSINESS	18-02518	Acc#201202-871812131Y Current	<u>1,407.61</u>	0.00	
				2,120.49		
8-01-25-240-000-226	POLICE Bd.ofPrisoners					
MCDONA	KJK RESTAURANTS, LLC	18-01973	Blanket Prisoner Meals June	13.38	0.00	B
	Extd Total: POLICE DEPARTMENT			4,728.32		
	Department Total: POLICE DEPARTMENT			4,728.32		
Department: FIRE DEPARTMENT						
Extd: FIRE DEPARTMENT						
8-01-25-265-000-201	FIRE DEPT. General Plant					
THEHAR	THE HARDWARE STORE	18-00746	Blanket PO not to exceed	13.39	0.00	B
HUTMEC	HUTCHINSON MECHANICAL SERVICE	18-02354	Emergency Service	526.53	0.00	
AIRUSA	AIRGAS USA, LLC	18-02355	Inv 9954188893 Med Oxygen	38.29	0.00	
JOHONT	JOHNNY ON THE SPOT	18-02356	In 0000455533 Envir Compliance	29.67	0.00	
MERHEA	MERIDIAN HEALTH SYSTEM	18-02369	Inv 00032611-00 New hire phys	644.00	0.00	
HUTMEC	HUTCHINSON MECHANICAL SERVICE	18-02453	Inv 1287552 Emer Service	5,150.00	0.00	
COMSAF	COMMUNITY SAFETY CONSULTANTS	18-02463	Adult/Child/Infant CPR cards	80.00	0.00	
ATLLC	AT&T MOBILITY LLC	18-02490	ACCT #287284651437 6/8-7/11/18	792.82	0.00	
ATLLC	AT&T MOBILITY LLC	18-02529	ACCT #287284936037 6/25-7/11	<u>121.03</u>	0.00	
				7,395.73		
8-01-25-265-000-203	FIRE DEPT. Motor Vehicle					
NATPAR	NATIONAL PARTS SUPPLY, INC.	18-01859	Emer blanket for batteries 89	816.96	0.00	B
SEAFOR	SEA BREEZE FORD INC.	18-02341	Front end align 2008 ford p/up	99.95	0.00	
NEWORN	NEWMAN'S ORNAMENTAL	18-02366	Inv 10873 Emer Truck Repair	150.00	0.00	
NATPAR	NATIONAL PARTS SUPPLY, INC.	18-02383	Open Invoices	<u>171.76</u>	0.00	
				1,238.67		
8-01-25-265-000-206	FIRE DEPT. Purchase of Equipment					
SKYEQU	SKYLANDS AREA FIRE EQUIPMENT	18-01858	Quote 5521 FF gear new hire	2,591.13	0.00	
FIRONE	FIREFIGHTER ONE LIMITED	18-01928	Quote SQ-00215193	644.04	0.00	
SEAFIR	SEABOARD FIRE & SAFETY EQUIP.	18-02378	Quote 0551828 K Extinguishers	<u>517.90</u>	0.00	
				3,753.07		
8-01-25-265-000-253	FIRE DEPT. Unif.FireSafety					
NATFIE	NATIONAL FIRE PROTECTION ASS.	18-02449	Fire Prevention Month Supplies	131.40	0.00	
	Extd Total: FIRE DEPARTMENT			12,518.87		

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Extd:	FIRE HYDRANT					
8-01-25-265-266-299	FIRE HYDRANT Misc.					
NJAMER	N.J. AMERICAN WATER CO.	18-02615	ACT#2018210026567043 6/23-7/24	17,099.12	0.00	
	Extd Total: FIRE HYDRANT			17,099.12		
	Department Total: FIRE DEPARTMENT			29,617.99		
Department:	MUNICIPAL PROSECUTOR					
Extd:	MUNICIPAL PROSECUTOR					
8-01-25-275-000-202	PROSECUTOR Fees					
JAMBUT	JAMES BUTLER	18-02528	JULY 2018 FEES	4,550.00	0.00	
	Extd Total: MUNICIPAL PROSECUTOR			4,550.00		
	Department Total: MUNICIPAL PROSECUTOR			4,550.00		
	CAFR Total:			38,896.31		
Department:	STREETS & ROADS MAINTENANCE					
Extd:	STREETS & ROADS MAINTENANCE					
8-01-26-290-000-201	STREETS & ROAD General Plant					
MONARCH	MONARCH ELECTRIC COMPANY	18-00290	Various Material, Parts, etc	110.32	0.00	B
GRAING	GRAINGER	18-00377	Various Supplies, Tools, etc	296.40	0.00	B
STAVOLA	STAVOLA COMPANIES	18-01782	Hot Mixed Asphalt, etc	109.15	0.00	B
ACEOUT	ACE OUTDOOR POWER EQUIPMENT	18-02127	Q# 210955 Carburetor, etc	57.47	0.00	
TERPES	TERMINIX PEST CONTROL	18-02240	One Time Equipment Cost	350.40	0.00	
WILMCC	WILLIAM MCCLAVE	18-02526	Reimbursement for CEU Seminar	85.00	0.00	
				<u>1,008.74</u>		
8-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
THEHAR	THE HARDWARE STORE	18-00141	Various Tools, Material, etc	71.15	0.00	B
ALLDIE	ALLIED DIESEL SERVICE CORP.	18-00148	Various Material, Parts, etc	239.90	0.00	B
JOHGUI	JOHN GUIRE CO.	18-01317	Various Supplies, Tools, etc	269.71	0.00	B
NATPAR	NATIONAL PARTS SUPPLY, INC.	18-01341	Material, Parts, Tools, etc	143.28	0.00	B
FOSCOM	FOSTER & COMPANY, INC.	18-01717	Q#58048 Screws, Pins, etc	414.87	0.00	
FOSCOM	FOSTER & COMPANY, INC.	18-02181	Q#58393 Hex Cap Screws, etc	523.58	0.00	
NORSWE	NORTHEAST SWEEPERS & RENTALS,	18-02290	Q#1201 Brush Motor, etc	542.15	0.00	
STOTRA	STORR TRACTOR CO.	18-02345	Q#780010 Ignition Switch Asm	75.07	0.00	
NORSWE	NORTHEAST SWEEPERS & RENTALS,	18-02450	Quote #1211 Gutter Broom, etc	2,700.00	0.00	
				<u>4,979.71</u>		
8-01-26-290-000-210	STREETS & ROAD Network Fleet					
NETWOR	NETWORKFLEET, INC.	18-02473	#1470169 Monthly Bundled - JUL	2,723.00	0.00	
8-01-26-290-000-211	STREETS & ROAD Traffic					
CLABLO	CLAYTON BLOCK CO., INC.	18-00223	Concrete, Material, Tools, etc	437.03	0.00	B
THEHAR	THE HARDWARE STORE	18-01108	Supplies for Parking Utility	243.90	0.00	B
				<u>680.93</u>		
8-01-26-290-000-218	STREETS & ROAD Contract.Serv.					
WATEAS	WATERLOGIC EAST LLC	18-00117	Service Agreement #32133	114.78	0.00	B
RICAUT	RICH'S AUTO BODY	18-02440	#10898 Towing Services 7/13	20.00	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
8-01-26-290-000-218	STREETS & ROAD	Contract.Serv.	Continued			
ATLLC AT&T MOBILITY LLC		18-02529	ACCT #287284936037 6/25-7/11	167.92	0.00	
				302.70		
8-01-26-290-000-235	STREETS & ROAD	Shade Tree Commission				
NJGRAV NEW JERSEY GRAVEL AND SAND		18-01993	SHADE TREE SOIL NOT TO EXCEED	1,475.00	0.00	
GASFAM GASKOS FAMILY FARM		18-02210	PLANTS	40.11	0.00	B
SUNFAR SUNSET FARM MARKET GARDEN		18-02461	INV #2345 TWO ROLLS FABRIC	216.28	0.00	
				1,731.39		
	Extd Total: STREETS & ROADS MAINTENANCE			11,426.47		
	Department Total: STREETS & ROADS MAINTENANCE			11,426.47		
Department: SOLID WASTE COLLECTION						
Extd: SOLID WASTE COLLECTION						
8-01-26-305-000-209	SOLID WASTE Fees					
RUBREC RUBBERCYCLE LLC		18-00133	Disposal of Tires, Delivered	38.00	0.00	B
DELDEM DELISA DEMOLITION, INC.		18-01786	Construction Debris/Bulk	3,928.16	0.00	B
TRECTY TREASURER CTY OF MONMOUTH		18-02033	Account No. ASBUR879155	5,425.69	0.00	B
MICBEN MICKEY BENOIT		18-02343	Brush, Delivered	3,169.20	0.00	
DELDEM DELISA DEMOLITION, INC.		18-02360	#139207 Tipping Fees 6/16-30	27,974.58	0.00	
				40,535.63		
	Extd Total: SOLID WASTE COLLECTION			40,535.63		
	Department Total: SOLID WASTE COLLECTION			40,535.63		
Department: BUILDINGS & GROUNDS						
Extd: BUILDINGS & GROUNDS						
8-01-26-310-000-201	BUILDING & GND	General Plant				
TERPES TERMINIX PEST CONTROL		18-02239	Monthly General Pest Control	385.00	0.00	B
VERITIV VERITIV OPERATING COMPANY		18-02344	Quote for Janitorial Supplies	1,107.14	0.00	
FRACAR FRANKLIN D. CARSON JR.		18-02470	Reimbursement: Boiler License	60.00	0.00	
				1,552.14		
8-01-26-310-000-218	BUILDING & GND	Contract.Serv.				
SCHELE SCHINDLER ELEVATOR CORP.		18-02308	#8104835291 Quarterly Billing	338.37	0.00	
DAVRUG DAVISON'S RUGS		18-02384	Quote to Furnish & Install	1,281.74	0.00	
AIRSYS AIR SYSTEMS MAINTENANCE		18-02437	#44570 Labor, Material, etc	2,124.55	0.00	
				3,744.66		
	Extd Total: BUILDINGS & GROUNDS			5,296.80		
	Department Total: BUILDINGS & GROUNDS			5,296.80		
	CAFR Total:			57,258.90		

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Department: SOCIAL SERVICES:						
Extd: SOCIAL SERVICES:						
8-01-27-345-000-203	SOCIAL SERVICES Motor Vehicle					
EDWTIR	EDWARDS TIRE CO., INC.	18-02329	Tire Plymouth	77.12	0.00	
	Extd Total: SOCIAL SERVICES:			77.12		
	Department Total: SOCIAL SERVICES:			77.12		
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
8-01-27-350-000-299	SENIOR CENTER Misc.					
MIGGOM	Miguel Gomez	18-01855	Clown Around Production	200.00	0.00	
	Extd Total: SENIOR CENTER			200.00		
	Department Total: SENIOR CENTER			200.00		
	CAFR Total:			277.12		
Department: RECREATION SERVICES & PROGRAM						
Extd: RECREATION SERVICES & PROGRAM						
8-01-28-370-000-299	RECREATION Misc.					
KMART	K MART	18-01826	waterpark supplies	620.68	0.00	B
PUNPRES	PUNTALIAN PRESS MARKETING LLC	18-01902	summer camp ad	89.50	0.00	
ALLSTA	ALL STAR PRO & SPORT STORE, INC	18-02428	summer bball league trophies	1,426.13	0.00	
				2,136.31		
	Extd Total: RECREATION SERVICES & PROGRAM			2,136.31		
	Department Total: RECREATION SERVICES & PROGRAM			2,136.31		
	CAFR Total:			2,136.31		
Department: LIGHTING						
Extd: LIGHT, HEAT & POWER						
8-01-31-435-435-299	LIGHT, HEAT & POWER Misc.					
JCPL	JCPL	18-02483	ACCT#100 013 520 380 6/20-7/9	215.33	0.00	
NJNATU	N.J. NATURAL GAS CO.	18-02532	ACCT#08-3138-2340-14 6/14-7/16	152.27	0.00	
NJNATU	N.J. NATURAL GAS CO.	18-02548	ACCT#22-0014-4309-68 6/14-7/16	165.67	0.00	
JCPL	JCPL	18-02570	ACCT#100 103 461 107 6/26-7/24	13,444.18	0.00	
JCPL	JCPL	18-02614	ACCT#100 016 770 099 6/27-7/26	3.15	0.00	
				13,980.60		
	Extd Total: LIGHT, HEAT & POWER			13,980.60		
Extd: STREET&TRAFFIC LIGHTING						
8-01-31-435-436-299	STREET&TRAFFIC LIGHTING Misc.					
JCPL	JCPL	18-02488	ACCT#100 082 843 747 6/22-7/23	17,305.07	0.00	
JCPL	JCPL	18-02531	ACCT#100 010 775 268 6/26-7/25	13.60	0.00	
JCPL	JCPL	18-02547	ACCT#100 047 210 651 6/26-7/25	101.03	0.00	
JCPL	JCPL	18-02570	ACCT#100 103 461 107 6/26-7/24	3,811.74	0.00	

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8-01-31-435-436-299 JCPL JCPL	STREET&TRAFFIC LIGHTING Misc.	18-02614	ACCT#100 016 770 099 6/27-7/26	1,597.90 22,829.34	0.00	
Extd Total: STREET&TRAFFIC LIGHTING				22,829.34		
Department Total: LIGHTING				36,809.94		
Department: GASOLINE						
Extd: GASOLINE						
8-01-31-460-000-299	GASOLINE Misc.					
GRIALLI GRIFFITH-ALLIED TRUCKING, LLC	18-01938 Diesel Fuel, Delivered			3,832.15	0.00	B
GRIALLI GRIFFITH-ALLIED TRUCKING, LLC	18-01939 Diesel Fuel, Delivered			15,680.25	0.00	B
				19,512.40		
Extd Total: GASOLINE				19,512.40		
Department Total: GASOLINE				19,512.40		
CAFR Total:				56,322.34		
Department: MUNICIPAL COURT						
Extd: MUNICIPAL COURT						
8-01-43-490-000-201	MUNIC COURT General Plant					
KEPSPR KEPWELL SPRING WATER	18-02382 water/rental 6/27/18			49.75	0.00	
8-01-43-490-000-245	MUNIC COURT Interpreter					
BEACRA BEATRIZ C. CRANEY	18-02336 interpreter 6/29/18			120.00	0.00	
BEACRA BEATRIZ C. CRANEY	18-02381 interpreter 7/6/18			120.00	0.00	
				240.00		
Extd Total: MUNICIPAL COURT				289.75		
Department Total: MUNICIPAL COURT				289.75		
Department: PUBLIC DEFENDER						
Extd: PUBLIC DEFENDER						
8-01-43-495-000-021	Fees					
RONTRO RONALD TROPOLI	18-02527 July 2018 SERVICES			2,500.00	0.00	
Extd Total: PUBLIC DEFENDER				2,500.00		
Department Total: PUBLIC DEFENDER				2,500.00		
CAFR Total:				2,789.75		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
CAFR: CURRENT FUND NON BUDGET ACCTS: Department: TAXES PAYABLE: Extd: TAXES PAYABLE:						
8-01-55-001-000-001	School Taxes Payable					
ASBBOA	ASBURY PARK BOARD OF EDUCATION	18-02585	August 2018 Taxes	616,621.00	0.00	
	Extd Total: TAXES PAYABLE:			616,621.00		
	Department Total: TAXES PAYABLE:			616,621.00		
	CAFR Total: CURRENT FUND NON BUDGET ACCTS:			616,621.00		
	Fund Total: CURRENT			807,021.42		
Fund: BEACH Department: BEACH UTILITY O/E: OTHER EXPENSES: Extd: BEACH UTILITY O/E: OTHER EXPENSES:						
8-05-55-502-000-201	BEACH UTILITY O/E: General Plant					
THEHAR	THE HARDWARE STORE	18-00370	Various Supplies, Tools, etc	678.14	0.00	B
JAEUM	JAEGER LUMBER & SUPPLY COMPANY	18-00376	Various Material, Tools, etc	256.23	0.00	B
GRAING	GRAINGER	18-00378	Various Supplies, Tools, etc	108.87	0.00	B
SHEWIL	SHERWIN WILLIAMS	18-00876	Paint, Supplies, Tools, etc	236.95	0.00	B
VERITIV	VERITIV OPERATING COMPANY	18-01549	Various Custodial Supplies	1,478.81	0.00	B
DELDEM	DELISA DEMOLITION, INC.	18-02027	MCRC Trash - Fisherman's Lot	2,335.71	0.00	B
KLBLINC	KLBL INC	18-02183	Quote: Electric Golf Club Car	3,709.00	0.00	
MONARCH	MONARCH ELECTRIC COMPANY	18-02347	#S110841703 Cable Tie 6/25	211.03	0.00	
ACCESS	ACCESSREC, LLC	18-02367	ADA Access Deck, etc	5,158.74	0.00	
VERITIV	VERITIV OPERATING COMPANY	18-02420	Various Custodial Supplies	1,018.54	0.00	B
VERITIV	VERITIV OPERATING COMPANY	18-02421	#5002506667 Toilet Tissue, etc	1,414.28	0.00	
COMSAF	COMMUNITY SAFETY CONSULTANTS	18-02463	Adult/Child/Infant CPR cards	416.00	0.00	
HBAR	H. BARBER & SONS, INC.	18-02468	Q#OE12337 Bearing (BeachTech)	343.80	0.00	
				17,366.10		
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			17,366.10		
	Department Total: BEACH UTILITY O/E: OTHER EXPENSES:			17,366.10		
8-05-55-503-000-302	BEACH UTILITY O/E: Unemployment					
NJLABO	NJ DEPT.OF LABOR:DIV.OF EMPLOY	18-02568	2nd Q-2018 UNEMPLOYMENT CHARGE	3,398.44	0.00	
	Extd Total:			3,398.44		
	Department Total:			3,398.44		
	CAFR Total:			20,764.54		
	Fund Total: BEACH			20,764.54		
Fund: PARKING UTILITY: BUDGET: Department: PARKING UTILITY O/E: OTHER EXPENSES: Extd: PARKING UTILITY O/E: OTHER EXPENSES:						
8-06-55-502-000-201	PARKING UTILITY O/E: General Plant					
CRAPRI	CRAFTMASTER PRINTING, INC.	18-02323	Decals for Boardwalk Meters	153.00	0.00	
IPSGRO	IPS GROUP, INC.	18-02324	#34548 June 2018 Monthly DMS	6,588.00	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
8-06-55-502-000-201	PARKING UTILITY O/E: General Plant		Continued			
NATPAR	NATIONAL PARTS SUPPLY, INC.	18-02406	#14-20659-2 Repaired Car 14	195.19	0.00	
				6,936.19		
	Extd Total: PARKING UTILITY O/E: OTHER EXPENSES:			6,936.19		
	Department Total: PARKING UTILITY O/E: OTHER EXPENSES:			6,936.19		
	CAFR Total:			6,936.19		
	Fund Total: PARKING UTILITY: BUDGET:			6,936.19		
Fund:	SEWER UTILITY: BUDGET:					
Department:	SEWER UTILITY O/E: OTHER EXPENSES:					
Extd:	SEWER UTILITY O/E: OTHER EXPENSES:					
8-07-55-502-000-201	SEWER UTILITY O/E: General Plant					
BRUMAC	BRUCE NEWMAN	18-00163	Various Material, Parts, etc	675.00	0.00	B
MCMCAR	MCMaster-CARR SUPPLY CO.	18-00170	Various Material, Tools, etc	63.68	0.00	B
				738.68		
8-07-55-502-000-203	SEWER UTILITY O/E: Motor Vehicle					
EDWTIR	EDWARDS TIRE CO., INC.	18-00166	Various Tires, Parts, etc	233.26	0.00	B
8-07-55-502-000-211	SEWER UTILITY O/E: Light & Power					
NJNATU	N.J. NATURAL GAS CO.	18-02548	ACCT#22-0014-4309-68 6/14-7/16	1,077.02	0.00	
JCPL	JCPL	18-02570	ACCT#100 103 461 107 6/26-7/24	21,605.83	0.00	
				22,682.85		
8-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
WATSPR	WATCHUNG SPRING WATER CO., INC.	18-00365	Deer Park Spring Water, etc	120.09	0.00	B
CHLINS	CHLORINATOR & INSTRUMENT SVCS.	18-00973	Annual Service Contract - 2018	2,464.00	0.00	
ERAINC	ERA, INC.	18-01563	Q# 1-60FA1Q Quik Response	327.33	0.00	
ABLROL	ABLE ROLLING STEEL DOOR	18-01653	Proposal No. PC050818B	23,900.00	0.00	
ANSWER	ANSERCOMM	18-02309	#M4541-062518 Answering Svcs	155.59	0.00	
RUTUND	RUTGERS UNIVERSITY	18-02419	Registration for R. Corona	275.00	0.00	
ANSWER	ANSERCOMM	18-02472	#M4541-010818 Answering Svcs	146.42	0.00	
				27,388.43		
8-07-55-502-000-220	SEWER UTILITY O/E: Accounting					
AMEWAT	AMERICAN WATER	18-02457	Usage data 4000148864 7/19/18	390.62	0.00	
8-07-55-502-000-224	SEWER UTILITY O/E: Sludge Removal					
PASVAL	PASSAIC VALLEY SEWERAGE COM.	18-02480	#515282 Sludge Disposal	15,640.00	0.00	
8-07-55-502-000-230	SEWER UTILITY O/E: Hypochlorite					
MIRCHE	MIRACLE CHEMICAL COMPANY	18-02436	#30412 Sodium Hypochlorite	3,010.20	0.00	
8-07-55-502-000-231	SEWER UTILITY O/E: Lab Supplies					
GARDSTA	GARDEN STATE LABORATORIES, INC.	18-02386	#322670 Influent/Effluent, etc	2,330.00	0.00	
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			72,414.04		
	Department Total: SEWER UTILITY O/E: OTHER EXPENSES:			72,414.04		
	CAFR Total:			72,414.04		
	Fund Total: SEWER UTILITY: BUDGET:			72,414.04		
	Year Total:			907,136.19		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund: GENERAL CAPITAL FUND BUDGET:						
Department: Alternate Developer Ord #						
Extd: Recon Foot Bridge-Sunset Lake (Ord#3036)						
C-04-55-995-013-001	Recon Foot Bridge - 40A(Ord#3036/2016-1)					
TMASSO	T & M ASSOCIATES	18-02477	JMB8348073	16,630.38	0.00	
Extd Total: Recon Foot Bridge-Sunset Lake (Ord#3036)				16,630.38		
Department Total: Alternate Developer Ord #				16,630.38		
Extd: Ord. 2018-4 Var. Capital Improvements						
C-04-55-998-172-010	Fire Dept. SUV					
WINFOR	WINNER FORD	18-00999	2018 Interceptor Utility Quote	36,456.00	0.00	
C-04-55-998-172-014	Admin general plant					
EJMESE	EJ MESEROLE DRYWALL INTERIORS	18-02433	DRYWALL INSTALLATION AND	4,200.00	0.00	
Extd Total: Ord. 2018-4 Var. Capital Improvements				40,656.00		
Department Total:				40,656.00		
CAFR Total:				57,286.38		
Fund Total: GENERAL CAPITAL FUND BUDGET:				57,286.38		
Year Total:				57,286.38		
Fund: GRANT FUND BUDGET:						
G-02-43-886-018-200	2018 Mental Health Grant					
VISNUR	VISITING NURSES ASSN. OF CENTR	18-00232	Nursing Services 2018 Blanket	3,833.33	0.00	B
Extd Total:				3,833.33		
Department Total:				3,833.33		
CAFR Total:				3,833.33		
Fund Total: GRANT FUND BUDGET:				3,833.33		
Year Total:				3,833.33		
Fund: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:						
T-17-74-850-850-802	2017 CDBG - HOMELESSNESS PREVENTION					
JCP	JCP&L	18-02454	100 060 740 162	300.00	0.00	
Extd Total:				300.00		
Department Total:				300.00		
CAFR Total:				300.00		
Fund Total: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:				300.00		
Fund: TRUST OTHER						
T-20-56-850-878-801	Reserve for Recreation					
STOPON	STONE PONY	18-01485	rodeo for rec	17,972.94	0.00	
ADPIMP	ADPRO IMPRINTS	18-02172	summer camp tshirts	3,044.40	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-20-56-850-878-801 SANDS S AND S	Reserve for Recreation		Continued			
		18-02223	SUMMER CAMP SUPPLIES	805.70	0.00	
				21,823.04		
	Extd Total:			21,823.04		
T-20-56-850-903-801 SUNFAR SUNSET FARM MARKET GARDEN	Reserve for Shade Tree					
		18-02462	INV #9185 MULCH	124.75	0.00	
	Extd Total:			124.75		
T-20-56-850-909-801 FNANJ FNA NJ, LLC	Reserve for Tax Sale Premiums					
		18-02348	Premium 16-00129 1504/6	1,400.00	0.00	
USBPC7 US BANK-CUST PC7 FIRSTTRUSTBANK		18-02397	Premium refunds PC7	2,900.00	0.00	
				4,300.00		
	Extd Total:			4,300.00		
T-20-56-850-933-301 MAKME JAY YUCHT	Reserve for National Night Out					
		18-01948	attractions for Nat. Night Out	2,284.00	0.00	
PUNPRES PUNTALIAN PRESS MARKETING LLC		18-02404	Advertising for NNO	50.00	0.00	
				2,334.00		
	Extd Total:			2,334.00		
	Department Total:			28,581.79		
	CAFR Total:			28,581.79		
	Fund Total: TRUST OTHER			28,581.79		
Fund: PLANNING & ZONING ESCROW FUND BUDGET:						
CAFR: PLANNING & ZONING ESCROW FUND BUDGET:						
T-21-00-009-000-299 COOASB COOKMAN ASBURY ASSOC.III,LLC	646 Cookman Ave(Cookman Asbury Ass. III)					
		18-02476	Return of Escrow Balance	1,236.35	0.00	
	Extd Total:			1,236.35		
	Department Total:			1,236.35		
T-21-00-027-000-299 ROSSHI ROSS & HILL, PLLC	638-640 COOKMAN AVE(PIERPOINT)					
		18-02502	REFUND OF ESCROW BALANCE	286.33	0.00	
	Extd Total:			286.33		
	Department Total:			286.33		
T-21-00-040-000-299 RICDEP Richard DePetro	218 2ND AVE-BRITWOOD URBAN,LLC					
		18-02475	Return of Escrow Balance	1,262.30	0.00	
	Extd Total:			1,262.30		
	Department Total:			1,262.30		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-056-000-299 ASBGRA PIONEER AP I, LLC	Asbury Grand Ass., LLC(Pioneer API, LLC)	18-02500	REFUND OF ESCROW BALANCE	181.24	0.00	
	Extd Total:			181.24		
	Department Total:			181.24		
T-21-00-060-000-299 EMOREA EMORY REALTY URBAN RENEWAL LLC	Steinbach Building (Emory Realty, LLC)	18-02456	Return of Escrow Balance	1,141.46	0.00	
	Extd Total:			1,141.46		
	Department Total:			1,141.46		
T-21-00-063-000-299 DELTEM DELIVERANCE TEMPLE	506 Prospect Avenue (Deliverance Temple)	18-02498	Return of Escrow Balance	896.18	0.00	
	Extd Total:			896.18		
	Department Total:			896.18		
T-21-00-116-000-299 COOLLC COOKMAN LLC	532-568 COOKMAN AVE-COOKMANLLC	18-02455	Return of Escrow Balance	251.48	0.00	
	Extd Total:			251.48		
	Department Total:			251.48		
T-21-00-423-000-299 JACSER JACK A. SERPICO	1607 ASBURY AVE(MT.ZION ASSEMBLY OF GOD)	18-02444	INV. ZB-2018-04-E-Zion	75.00	0.00	
	Extd Total:			75.00		
	Department Total:			75.00		
T-21-00-424-000-299 STSHOR ST SHORTHAND REPORTING SERVICE	506 7TH AVENUE(MARK MASSARO)	18-02443	SSRS ZB-PB Invoices 06-07/2018	125.00	0.00	
	Extd Total:			125.00		
	Department Total:			125.00		
T-21-00-429-000-299 STSHOR ST SHORTHAND REPORTING SERVICE	208 THIRD AVENUE(209-213 FOURTH AVENUE)	18-02443	SSRS ZB-PB Invoices 06-07/2018	125.00	0.00	
	Extd Total:			125.00		
	Department Total:			125.00		
Department: TELEPHONE						
T-21-00-440-000-299 STSHOR ST SHORTHAND REPORTING SERVICE	1011 FIFTH AVENUE(JOHN CHINA YOUNG)	18-02443	SSRS ZB-PB Invoices 06-07/2018	250.00	0.00	
	Extd Total:			250.00		
	Department Total:		TELEPHONE	250.00		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-443-000-299	1519 3RD AVENUE(3 SUNSET DRIVE,LLC)					
STSHOR	ST SHORTHAND REPORTING SERVICE	18-02443	SSRS ZB-PB Invoices 06-07/2018	83.33	0.00	
	Extd Total:			83.33		
	Department Total:			83.33		
	CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET:			5,913.67		
	Fund Total: PLANNING & ZONING ESCROW FUND BUDGET:			5,913.67		
Fund:	HOWELL/ASBURY PARK RCA BUDGET:					
T-38-56-850-850-802	HOWELL/ASBURY PARK RCA - Miscellaneous					
JAMWILD	JAMES EZELL & WILDMAN HOME IMP	18-01669	RCA Rehab Not To Exceed	15,300.00	0.00	B
MONCLE	MONMOUTH COUNTY CLERK	18-02333	Invoice 2256511	32.00	0.00	
				15,332.00		
	Extd Total:			15,332.00		
	Department Total:			15,332.00		
	CAFR Total:			15,332.00		
	Fund Total: HOWELL/ASBURY PARK RCA BUDGET:			15,332.00		
Fund:	ISTAR-2 ESCROW FUND:					
T-42-56-850-850-802	ISTAR-2 ESCROW - Miscellaneous					
MCMSO	MCMANIMON,SCOTLAND&BAUMANN,LLC	18-02350	PROFESSIONAL SERVICES RENDERED	23,913.45	0.00	
	Extd Total:			23,913.45		
	Department Total:			23,913.45		
	CAFR Total:			23,913.45		
	Fund Total: ISTAR-2 ESCROW FUND:			23,913.45		
	Year Total:			74,040.91		
Total Charged Lines: 348 Total List Amount: 1,045,389.34 Total Void Amount:				0.00		

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Totals by Year-Fund							
Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
CURRENT	7-01	2,430.00	0.00	2,430.00	0.00	0.00	2,430.00
PARKING UTILITY:	7-06	516.96	0.00	516.96	0.00	0.00	516.96
SEWER UTILITY: BU	7-07	145.57	0.00	145.57	0.00	0.00	145.57
Year Total:		3,092.53	0.00	3,092.53	0.00	0.00	3,092.53
CURRENT	8-01	807,021.42	0.00	807,021.42	0.00	0.00	807,021.42
BEACH	8-05	20,764.54	0.00	20,764.54	0.00	0.00	20,764.54
PARKING UTILITY:	8-06	6,936.19	0.00	6,936.19	0.00	0.00	6,936.19
SEWER UTILITY: BU	8-07	72,414.04	0.00	72,414.04	0.00	0.00	72,414.04
Year Total:		907,136.19	0.00	907,136.19	0.00	0.00	907,136.19
GENERAL CAPITAL F	C-04	57,286.38	0.00	57,286.38	0.00	0.00	57,286.38
GRANT FUND BUDGET	G-02	3,833.33	0.00	3,833.33	0.00	0.00	3,833.33
COMMUNITY DEVELOP	T-17	300.00	0.00	300.00	0.00	0.00	300.00
TRUST OTHER	T-20	28,581.79	0.00	28,581.79	0.00	0.00	28,581.79
PLANNING & ZONING	T-21	5,913.67	0.00	5,913.67	0.00	0.00	5,913.67
HOWELL/ASBURY PAR	T-38	15,332.00	0.00	15,332.00	0.00	0.00	15,332.00
ISTAR-2 ESCROW FU	T-42	23,913.45	0.00	23,913.45	0.00	0.00	23,913.45
Year Total:		74,040.91	0.00	74,040.91	0.00	0.00	74,040.91
Total of All Funds:		1,045,389.34	0.00	1,045,389.34	0.00	0.00	1,045,389.34

August 8, 2018 Council Meeting:

Balance Brought Forward from Total List Amount	\$ 1,045,389.34
JULY SCHOOL TAX	617,161.00
NEPTUNE DOOR CO.	5,470.00
ABOUDI PRINTING LLC	1,440.00
NJEDA	500.00
	<u>\$ 1,669,960.34</u>

P.O. Type: Contract Print Alpha, Revenue, & G/L Accounts: Y Open: N Void: N Paid: N
 Format: Condensed Held: Y Aprv: N Rcvd: Y
 Range: 7-First to 8-Last Bid: Y State: Y Other: Y Exempt: Y
 Rcvd Batch Id Range: First to Last Include Non-Budgeted: Y
 Department Page Break: No Subtotal CAFR: Yes Subtotal Department: Yes Subtotal Extd: Yes

Budget Account	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
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Fund: BEACH
 Department: BEACH UTILITY O/E: OTHER EXPENSES:
 Extd: BEACH UTILITY O/E: OTHER EXPENSES:

7-05-55-502-000-201	BEACH UTILITY O/E: General Plant					
TMASSO	T & M ASSOCIATES	17-04005	LAF333596	2,826.42	0.00	B
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			2,826.42		
	Department Total: BEACH UTILITY O/E: OTHER EXPENSES:			2,826.42		
	CAFR Total:			2,826.42		
	Fund Total: BEACH			2,826.42		
	Year Total:			2,826.42		

Fund: CURRENT
 Department: ADMINISTRATION
 Extd: ADMINISTRATION

8-01-20-100-000-201	ADMINISTRATION General Plant					
MAKME	JAY YUCHT	18-02165	Back to School Block Party	2,293.00	0.00	
KMART	K MART	18-02263	Gift cards 10 ea. \$50 & \$25	823.43	0.00	
SHIINT	SHI INTERNATIONAL CORP	18-02292	tablets	708.00	0.00	
PARCOR	THE PARTY CORNER	18-02330	Balloons for Kendle Event	216.00	0.00	
STOPON	STONE PONY	18-02379	stage for event Kendle	700.00	0.00	
SHIINT	SHI INTERNATIONAL CORP	18-02489	QUOTE #15541743 WEBSITE	15,000.00	0.00	
APCHAM	A.P. CHAMBER OF COMMERCE	18-02512	Asbury Park City Guides	7,391.87	0.00	
WATSPR	WATCHUNG SPRING WATER CO., INC.	18-02645	Services 6-7-2018 to 7-4-2018	120.63	0.00	
PERTRO	PERRY'S TROPHY COMPANY, INC.	18-02646	plaques & signs for Fash. Show	210.00	0.00	
				27,462.93		

8-01-20-100-000-202	ADMINISTRATION Office Supplies					
WBMASON	W.B.MASON CO., INC.	18-02610	HP 90A BLACK TONER	142.49	0.00	

8-01-20-100-000-209	ADMINISTRATION Fees					
CLACAN	CLARKE CATON HINTZ PC	18-02641	Services for May & July 2018	5,291.22	0.00	

Extd Total: ADMINISTRATION 32,896.64
 Department Total: ADMINISTRATION 32,896.64

Department: MUNICIPAL CLERK
 Extd: MUNICIPAL CLERK

8-01-20-120-000-202	MUNICIPAL CLERK Office Supplies					
WBMASON	W.B.MASON CO., INC.	18-02630	Various office supplies	154.76	0.00	

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Bill List By Budget Account

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
8-01-20-120-000-217	MUNICIPAL CLERK Ads&Promotion					
THECOA THE NEW COASTER, LLC		18-02407	Invoice #51509	160.00	0.00	
	Extd Total: MUNICIPAL CLERK			314.76		
	Department Total: MUNICIPAL CLERK			314.76		
Department: FINANCIAL ADMINISTRATION						
Extd: FINANCIAL ADMINISTRATION						
8-01-20-130-000-201	FINANCE General Plant					
SHIINT SHI INTERNATIONAL CORP		18-02534	QUOTE #15698004 FINANCE	263.33	0.00	
MARKCA MARY K. CALLAHAN		18-02689	Reimbursement for Notary	79.45	0.00	
				342.78		
8-01-20-130-000-202	FINANCE Office Supplies					
WBMASON W.B.MASON CO., INC.		18-02521	FINANCE OFFICE SUPPLIES	368.60	0.00	
	Extd Total: FINANCIAL ADMINISTRATION			711.38		
	Department Total: FINANCIAL ADMINISTRATION			711.38		
Department: COMPUTERIZED DATA PROCESSING						
Extd: COMPUTERIZED DATA PROCESSING						
8-01-20-140-000-218	COMPUTERIZED DATA PROC. Contract Service					
GENEINC GENETEC INC.		18-02553	JOSEPH DELLARAGIONE CLASSES	1,940.00	0.00	
	Extd Total: COMPUTERIZED DATA PROCESSING			1,940.00		
	Department Total: COMPUTERIZED DATA PROCESSING			1,940.00		
Department: TAX REVENUE ADMINISTRATION						
Extd: TAX REVENUE ADMINISTRATION						
8-01-20-145-000-202	TAX REV ADMIN Office Supplies					
SHIINT SHI INTERNATIONAL CORP		18-02491	QUOTE #15689014 MICROSOFT	84.39	0.00	
	Extd Total: TAX REVENUE ADMINISTRATION			84.39		
	Department Total: TAX REVENUE ADMINISTRATION			84.39		
Department: DIRECTOR OF COMMUNICATIONS						
Extd: DIRECTOR OF COMMUNICATIONS						
8-01-20-151-000-299	DIRECTOR OF COMMUNICATIONS - Misc Exp					
WBMASON W.B.MASON CO., INC.		18-02617	Office Supplies	9.17	0.00	
	Extd Total: DIRECTOR OF COMMUNICATIONS			9.17		
	Department Total: DIRECTOR OF COMMUNICATIONS			9.17		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: LEGAL SERVICES						
Extd: LEGAL SERVICES						
8-01-20-155-000-209	LEGAL SERVICES Fees					
ANSZAR	ANSELL, GRIMM & AARON, P.C.	18-02429	June 2018 General Legal Fees	8,687.22	0.00	
	Extd Total: LEGAL SERVICES			8,687.22		
	Department Total: LEGAL SERVICES			8,687.22		
Department: ENGINEERING SERVICES						
Extd: ENGINEERING SERVICES						
8-01-20-165-000-209	ENGINEERING SERVICES Fees					
FREPAR	FRENCH & PARRELLO	18-02644	Services through June 23, 2018	4,707.00	0.00	
TMASSO	T & M ASSOCIATES	18-02690	General Engineering Services	4,205.13	0.00	
				8,912.13		
	Extd Total: ENGINEERING SERVICES			8,912.13		
	Department Total: ENGINEERING SERVICES			8,912.13		
	CAFR Total:			53,555.69		
Department: Planning Department						
Extd: Planning Department						
8-01-21-179-000-201	Planning Dept. General Plant					
WATSPR	WATCHUNG SPRING WATER CO., INC.	18-02613	Watchung Springs July invoice	114.72	0.00	
LARWAL	LARRY J. WALKER	18-02688	Art Park Larry Walker	1,000.00	0.00	
TREFOR	TREASURER, STATE OF NJ	18-02714	Pivinski trees invoice #12573	252.00	0.00	
				1,366.72		
	Extd Total: Planning Department			1,366.72		
	Department Total: Planning Department			1,366.72		
Department: PLANNING BOARD						
Extd: PLANNING BOARD						
8-01-21-180-000-201	PLANNING BOARD General Plant					
CLACAN	CLARKE CATON HINTZ PC	18-02627	CCH PB Invoices Jun-July 2018	1,085.47	0.00	
	Extd Total: PLANNING BOARD			1,085.47		
	Department Total: PLANNING BOARD			1,085.47		
	CAFR Total:			2,452.19		
Department: CODE ENFORCEMENT AND ADMIN.						
Extd: CODE ENFORCEMENT AND ADMIN.						
8-01-22-195-000-299	CODE ENFORCE Misc.					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	18-02195	CODE COPIER AUG - DEC 2018	582.97	0.00	B
	Extd Total: CODE ENFORCEMENT AND ADMIN.			582.97		
	Department Total: CODE ENFORCEMENT AND ADMIN.			582.97		

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CITY OF ASBURY PARK
Bill List By Budget Account

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: CONSTRUCTION CODE OFFICIAL						
Extd: CONSTRUCTION CODE OFFICIAL						
8-01-22-200-000-299	CONSTRUCTION CODE Misc. (In Cap)					
NATPAR	NATIONAL PARTS SUPPLY, INC.	18-02482	PART #45G0499 FOR CONSTRUCTION	32.57	0.00	
	Extd Total: CONSTRUCTION CODE OFFICIAL			32.57		
	Department Total: CONSTRUCTION CODE OFFICIAL			32.57		
	CAFR Total:			615.54		
Department: POLICE DEPARTMENT						
Extd: POLICE DEPARTMENT						
8-01-25-240-000-201	POLICE General Plant					
STATOX	STATE TOXICOLOGY LABORATORY	18-02401	(4) Applicant Analysis	180.00	0.00	
LIFSTO	LIFE STORAGE #448	18-02596	Storage Space 110 renewal 9/1	2,064.00	0.00	
				2,244.00		
8-01-25-240-000-202	POLICE Office Supplies					
WBMASON	W.B.MASON CO., INC.	18-02517	#s080670709, #s080756964	1,082.82	0.00	
8-01-25-240-000-203	POLICE Motor Vehicle					
EDWTIR	EDWARDS TIRE CO., INC.	18-00198	Blanket Tire Repair	255.68	0.00	B
SEAFOR	SEA BREEZE FORD INC.	18-02465	#Q000227896 Repaired Moulding	171.18	0.00	
NATPAR	NATIONAL PARTS SUPPLY, INC.	18-02466	Blanket Auto Repairs	1,210.77	0.00	B
NATPAR	NATIONAL PARTS SUPPLY, INC.	18-02486	#14-22486-3 Radiator Fan Car	144.32	0.00	
EDWTIR	EDWARDS TIRE CO., INC.	18-02540	#394811 (10) Tires	1,320.20	0.00	
				3,102.15		
8-01-25-240-000-205	POLICE Animal Control Services					
SPCA	MONMOUTH COUNTY SPCA	18-02464	#2014924 Animal Control Servic	4,802.00	0.00	
8-01-25-240-000-212	POLICE Dues,Subscript.					
MAGLO	MAGLOCLEN	18-02595	User Fees JJ18-19 7/1/18 -	400.00	0.00	
8-01-25-240-000-216	POLICE Supplies-Compu.					
SHIINT	SHI INTERNATIONAL CORP	18-02398	HP Laser Jet Pro Printer for	657.23	0.00	
8-01-25-240-000-218	POLICE Contract.Serv.					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	18-02717	#3466020818 Contract #18726	515.72	0.00	
8-01-25-240-000-223	POLICE Undercover					
TERFEL	TERRANCE FELLEENZ	18-02703	Undercover Narcotic Fund	500.00	0.00	
	Extd Total: POLICE DEPARTMENT			13,303.92		
	Department Total: POLICE DEPARTMENT			13,303.92		
Department: FIRE DEPARTMENT						
Extd: FIRE DEPARTMENT						
8-01-25-265-000-201	FIRE DEPT. General Plant					
UPTFAS	UP-TITE FASTNERS INC.	18-02377	SCBA Maintenance Parts	106.29	0.00	B

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
8-01-25-265-000-201	FIRE DEPT. General Plant		Continued			
WESPE	WESTERN PEST SERVICES	18-02558	Monthly Pest Control-July 2018	94.50	0.00	
				200.79		
8-01-25-265-000-203	FIRE DEPT. Motor Vehicle					
NJFIRE	NJ FIRE EQUIPMENT COMPANY	18-02370	Est #54465 small engine fuel	52.95	0.00	
ALLDIE	ALLIED DIESEL SERVICE, INC.	18-02520	AC Compressor for Truck 8390	979.00	0.00	
				1,031.95		
	Extd Total: FIRE DEPARTMENT			1,232.74		
	Department Total: FIRE DEPARTMENT			1,232.74		
	CAFR Total:			14,536.66		
Department: STREETS & ROADS MAINTENANCE						
Extd: STREETS & ROADS MAINTENANCE						
8-01-26-290-000-201	STREETS & ROAD General Plant					
MONARCH	MONARCH ELECTRIC COMPANY	18-00290	Various Material, Parts, etc	191.89	0.00	B
JOHGUI	JOHN GUIRE CO.	18-00787	Various Supplies, Tools, etc	25.59	0.00	B
FOSCOM	FOSTER & COMPANY, INC.	18-02180	Q#58386 Power Bits, Drill, etc	512.46	0.00	
GLSUP	GLENCO SUPPLY INC.	18-02346	Quote for Signage	108.00	0.00	
KMOORE	K.MOOREA CO., LLC	18-02387	Quote: Construction Barrel	945.00	0.00	
NEWIRON	NEWARK IRONBOUND ELECTRICAL	18-02451	Hadco Light and Whatley Pole	7,998.00	0.00	
				9,780.94		
8-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
THEHAR	THE HARDWARE STORE	18-00141	Various Tools, Material, etc	10.99	0.00	B
ALLDIE	ALLIED DIESEL SERVICE, INC.	18-00148	Various Material, Parts, etc	68.86	0.00	B
CHEVAL	CHERRY VALLEY TRACTOR SALES	18-00149	Service, Material, Tools, etc	175.41	0.00	B
SEAFOR	SEA BREEZE FORD INC.	18-01139	Various Services, Tools, etc	177.52	0.00	B
EDWTIR	EDWARDS TIRE CO., INC.	18-01205	Services, Material, Tools, etc	846.00	0.00	B
NATPAR	NATIONAL PARTS SUPPLY, INC.	18-01341	Material, Parts, Tools, etc	273.47	0.00	B
THEHOS	THE HOSE SHOP, INC.	18-02278	Various Supplies, Tools, etc	601.79	0.00	B
EDWTIR	EDWARDS TIRE CO., INC.	18-02300	Q#391891 Goodyear Tires, etc	490.51	0.00	
ATLDET	ATLANTIC DETROIT DIESEL ALLISO	18-02492	Q#2608771 DPF Clean (Roll-off)	187.06	0.00	
FOSCOM	FOSTER & COMPANY, INC.	18-02505	Q#132348 Push Air Fitting, etc	554.30	0.00	
JESCO	JESCO, INC.	18-02511	#029786 Service, 500 Hours	649.49	0.00	
ATLDET	ATLANTIC DETROIT DIESEL ALLISO	18-02525	Q#2617451 DPF Accessory	236.48	0.00	
NATPAR	NATIONAL PARTS SUPPLY, INC.	18-02560	Quote: Anti-Freeze, 55Gal Drum	472.35	0.00	
				4,744.23		
8-01-26-290-000-211	STREETS & ROAD Traffic					
THEHAR	THE HARDWARE STORE	18-01108	Supplies for Parking Utility	37.60	0.00	B
8-01-26-290-000-218	STREETS & ROAD Contract.Serv.					
CABLE	CABLEVISION OF NYC	18-02682	Account No. 07866-183188-01-1	28.12	0.00	
	Extd Total: STREETS & ROADS MAINTENANCE			14,590.89		
	Department Total: STREETS & ROADS MAINTENANCE			14,590.89		

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Department: SOLID WASTE COLLECTION						
Extd: SOLID WASTE COLLECTION						
8-01-26-305-000-209 SOLID WASTE Fees						
DELDEM	DELISA DEMOLITION, INC.	18-01786	Construction Debris/Bulk	2,150.32	0.00	B
DELDEM	DELISA DEMOLITION, INC.	18-02479	#139608 Tipping Fees 7/02-14	33,803.92	0.00	
				35,954.24		
8-01-26-305-000-218 SOLID WASTE Contract.Serv.						
DELDEM	DELISA DEMOLITION, INC.	18-02554	#140731 Monthly Service - July	36,333.33	0.00	
			Extd Total: SOLID WASTE COLLECTION	72,287.57		
			Department Total: SOLID WASTE COLLECTION	72,287.57		
Department: BUILDINGS & GROUNDS						
Extd: BUILDINGS & GROUNDS						
8-01-26-310-000-201 BUILDING & GND General Plant						
STASUP	STANDARD SUPPLY CO. INC.	18-00373	Various Supplies, Tools, etc	121.82	0.00	B
ATLLOK	ATLANTIC LOCK & SAFE	18-01204	Service, Material, Tools, etc	80.00	0.00	B
VERITIV	VERITIV OPERATING COMPANY	18-02359	Quote: Janitorial Supplies	1,536.99	0.00	
				1,738.81		
8-01-26-310-000-218 BUILDING & GND Contract.Serv.						
BELPLU	BELMAR PLUMBING & HEATING INC	18-01649	Proposal for Labor & Material	1,980.00	0.00	
BELPLU	BELMAR PLUMBING & HEATING INC	18-02051	Quote for Labor and Material	2,090.80	0.00	
SEAFIR	SEABOARD FIRE & SAFETY EQUIP.	18-02555	Fire Extinguisher Inspection	582.00	0.00	
TERPES	THE TERMINIX INTERNATIONAL CO	18-02597	Exterior Pest Control	550.00	0.00	
				5,202.80		
			Extd Total: BUILDINGS & GROUNDS	6,941.61		
			Department Total: BUILDINGS & GROUNDS	6,941.61		
			CAFR Total:	93,820.07		
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
8-01-27-350-000-299 SENIOR CENTER Misc.						
WBMASON	W.B.MASON CO., INC.	18-02156	Art Supplies for Recreation	64.02	0.00	
			Extd Total: SENIOR CENTER	64.02		
			Department Total: SENIOR CENTER	64.02		
			CAFR Total:	64.02		
Department: RECREATION SERVICES & PROGRAM						
Extd: RECREATION SERVICES & PROGRAM						
8-01-28-370-000-299 RECREATION Misc.						
DAVBUS	Dave & Busters of New Jersey	18-02007	summer camp activity	5,847.75	0.00	B
IPLAY	IPLAY AMERICA, LLC	18-02047	PAL summer camp activity	833.78	0.00	B
SECWOR	SECURITY WORLD INC.	18-02562	elevator monitoring boxing gym	300.00	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
8-01-28-370-000-299	RECREATION Misc.		Continued			
RUBBRA RUBEN BRAY		18-02629	fun day in the park dj	350.00	0.00	
				<u>7,331.53</u>		
	Extd Total: RECREATION SERVICES & PROGRAM			7,331.53		
	Department Total: RECREATION SERVICES & PROGRAM			7,331.53		
	CAFR Total:			7,331.53		
Department: LIGHTING						
Extd: LIGHT, HEAT & POWER						
8-01-31-435-435-299	LIGHT, HEAT & POWER Misc.					
NJAMER N.J. AMERICAN WATER CO.		18-02677	ACCT#1018-210022681275 7/4-8/1	7,578.84	0.00	
NJAMER N.J. AMERICAN WATER CO.		18-02698	ACCT#1018-220016120697 7/4-8/2	11,807.53	0.00	
				<u>19,386.37</u>		
	Extd Total: LIGHT, HEAT & POWER			19,386.37		
Extd: STREET&TRAFFIC LIGHTING						
8-01-31-435-436-299	STREET&TRAFFIC LIGHTING Misc.					
JCPL JCPL		18-02678	200 000 001 293 MASTER ACCT	1,672.88	0.00	
	Extd Total: STREET&TRAFFIC LIGHTING			1,672.88		
	Department Total: LIGHTING			21,059.25		
Department: TELEPHONE						
Extd: TELEPHONE						
8-01-31-440-000-299	TELEPHONE Misc.					
MONINT MONMOUTH INTERNET CORPORATION		18-02647	INVOICE# 2835151-M AUGUST 2018	4,258.46	0.00	
	Extd Total: TELEPHONE			4,258.46		
	Department Total: TELEPHONE			4,258.46		
Department: GASOLINE						
Extd: GASOLINE						
8-01-31-460-000-299	GASOLINE Misc.					
GRIALLI GRIFFITH-ALLIED TRUCKING, LLC		18-01938	Diesel Fuel, Delivered	4,435.97	0.00	B
GRIALLI GRIFFITH-ALLIED TRUCKING, LLC		18-01939	Diesel Fuel, Delivered	9,081.56	0.00	B
				<u>13,517.53</u>		
	Extd Total: GASOLINE			13,517.53		
	Department Total: GASOLINE			13,517.53		
	CAFR Total:			38,835.24		
Department: MUNICIPAL COURT						
Extd: MUNICIPAL COURT						
8-01-43-490-000-201	MUNIC COURT General Plant					
GREFIN GREATAMERICA FINANCIAL SVCS.		18-02106	mail machine 6/1/18	145.00	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
8-01-43-490-000-202	MUNIC COURT Office Supplies					
GREFIN GREATAMERICA FINANCIAL SVCS.	18-02661 mail machine 9/16/18			145.00	0.00	
8-01-43-490-000-245	MUNIC COURT Interpreter					
BEACRA BEATRIZ C. CRANEY	18-02541 interpreter 7/13/18/7/20/18			240.00	0.00	
	Extd Total: MUNICIPAL COURT			530.00		
	Department Total: MUNICIPAL COURT			530.00		
	CAFR Total:			530.00		
CAFR:	CURRENT FUND NON BUDGET ACCTS:					
Department:	TAXES PAYABLE:					
Extd:	TAXES PAYABLE:					
8-01-55-001-000-026	Reserve for Fire House Repairs					
TMASSO T & M ASSOCIATES	18-02694 LAF348860 Rehab Fire Doors			2,001.03	0.00	
	Extd Total: TAXES PAYABLE:			2,001.03		
	Department Total: TAXES PAYABLE:			2,001.03		
	CAFR Total: CURRENT FUND NON BUDGET ACCTS:			2,001.03		
	Fund Total: CURRENT			213,741.97		
Fund:	BEACH					
Department:	BEACH UTILITY O/E: OTHER EXPENSES:					
Extd:	BEACH UTILITY O/E: OTHER EXPENSES:					
8-05-55-502-000-201	BEACH UTILITY O/E: General Plant					
STASUP STANDARD SUPPLY CO. INC.	18-00374 Various Supplies, Tools, etc			207.68	0.00	B
SHEWIL SHERWIN WILLIAMS	18-00876 Paint, Supplies, Tools, etc			107.65	0.00	B
DELDEM DELISA DEMOLITION, INC.	18-02027 MCRC Trash - Fisherman's Lot			520.86	0.00	B
STASUP STANDARD SUPPLY CO. INC.	18-02059 Proposal for Vinyl Slider, etc			179.95	0.00	
KMOORE K.MOORE CO., LLC	18-02177 Quote: Steel Drums, 30 gallon			1,600.00	0.00	
SHIINT SHI INTERNATIONAL CORP	18-02285 Nuance Power PDF Standard			82.89	0.00	
GLESUP GLENCO SUPPLY INC.	18-02340 Quote #AP627 Parking Signage			90.00	0.00	
VERITIV VERITIV OPERATING COMPANY	18-02420 Various Custodial Supplies			432.06	0.00	B
DELDEM DELISA DEMOLITION, INC.	18-02435 MCRC TRASH - Fisherman's Lot			356.66	0.00	B
STASUP STANDARD SUPPLY CO. INC.	18-02474 #10493582 Shower Heads, etc			422.20	0.00	
THEBRO THE BROYHILL MANUFACTURING CO.	18-02493 Q#17911 Windscreen Control Rod			294.74	0.00	
NATTIC NATIONAL TICKET CO.	18-02557 Proposal: Printed Ultra Bands			2,043.30	0.00	
				6,337.99		
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			6,337.99		
	Department Total: BEACH UTILITY O/E: OTHER EXPENSES:			6,337.99		
	CAFR Total:			6,337.99		
	Fund Total: BEACH			6,337.99		
Fund:	PARKING UTILITY: BUDGET:					
Department:	PARKING UTILITY O/E: OTHER EXPENSES:					
Extd:	PARKING UTILITY O/E: OTHER EXPENSES:					
8-06-55-502-000-201	PARKING UTILITY O/E: General Plant					
GARSTA GARDEN STATE HIGHWAY	18-02276 Reprint Traffic Signs			959.15	0.00	
NATPAR NATIONAL PARTS SUPPLY, INC.	18-02538 #14-24941,14-23259,14-24702,			296.11	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
8-06-55-502-000-201	PARKING UTILITY O/E: General Plant		Continued			
WBMASON	W.B.MASON CO., INC.	18-02601	#S080844787 Office Supplies	264.30	0.00	
WATSPR	WATCHUNG SPRING WATER CO., INC.	18-02620	#113125 Jun2018 Parking Office	109.22	0.00	
NATPAR	NATIONAL PARTS SUPPLY, INC.	18-02624	#14-26728,14-27743,14-27805,	395.86	0.00	
ATTMOB	AT&T MOBILITY	18-02670	#287260245452 July 2018	232.44	0.00	
CABLE	CABLEVISION OF NYC	18-02671	#07866-196915-01-3 July 2018	130.57	0.00	
				<u>2,387.65</u>		
	Extd Total: PARKING UTILITY O/E: OTHER EXPENSES:			2,387.65		
	Department Total: PARKING UTILITY O/E: OTHER EXPENSES:			2,387.65		
	CAFR Total:			2,387.65		
	Fund Total: PARKING UTILITY: BUDGET:			2,387.65		
Fund:	SEWER UTILITY: BUDGET:					
Department:	SEWER UTILITY O/E: OTHER EXPENSES:					
Extd:	SEWER UTILITY O/E: OTHER EXPENSES:					
8-07-55-502-000-201	SEWER UTILITY O/E: General Plant					
JEMIND	JEM INDUSTRIAL SERVICES, INC.	18-02219	Q#49 No. 2 Mo-Lithium Grease	2,056.00	0.00	
8-07-55-502-000-211	SEWER UTILITY O/E: Light & Power					
NJAMER	N.J. AMERICAN WATER CO.	18-02677	ACCT#1018-210022681275 7/4-8/1	6,145.11	0.00	
NJAMER	N.J. AMERICAN WATER CO.	18-02698	ACCT#1018-220016120697 7/4-8/2	138.04	0.00	
				<u>6,283.15</u>		
8-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
TREDEP	TREASURER-STATE NJ - NJDEP	18-02735	#181255520 Discharge Permit	4,050.00	0.00	
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			12,389.15		
	Department Total: SEWER UTILITY O/E: OTHER EXPENSES:			12,389.15		
	CAFR Total:			12,389.15		
	Fund Total: SEWER UTILITY: BUDGET:			12,389.15		
	Year Total:			234,856.76		
Fund:	GENERAL CAPITAL FUND BUDGET:					
Extd:	2017 Various Capital Improvements					
C-04-55-998-169-004	Various Public Works Improvements					
JCCON	JC CONTRACTING, INC.	18-00807	Contract for Traffic light	174,276.40	0.00	B
C-04-55-998-169-006	Various General Capital Improvements					
SHIINT	SHI INTERNATIONAL CORP	18-02534	QUOTE #15698004 FINANCE	542.90	0.00	
C-04-55-998-169-007	Section 20 Soft Costs					
TMASSO	T & M ASSOCIATES	17-01562	Inter. Improv. Springwood/Atk	9,935.89	0.00	B
	Extd Total: 2017 Various Capital Improvements			184,755.19		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Extd: Various Road Improv. 2017-30						
C-04-55-998-170-001	Var. Road Improv. Section 20 2017-30					
TMASSO	T & M ASSOCIATES	17-03316	LAF329167 Heck St.Improv.	3,637.50	0.00	B
	Extd Total: Various Road Improv. 2017-30			3,637.50		
Extd: Ord. 2018-4 Var. Capital Improvements						
C-04-55-998-172-017	Section 20 Costs					
TMASSO	T & M ASSOCIATES	18-01203	Bridge Street Improvements	9,436.76	0.00	B
SUBCON	SUBURBAN CONSULTING ENGINEERS, 18-02509		Invoice 34535 Sunshade	4,608.75	0.00	
				<u>14,045.51</u>		
	Extd Total: Ord. 2018-4 Var. Capital Improvements			14,045.51		
C-04-55-998-173-01	Section 20 Costs					
TMASSO	T & M ASSOCIATES	18-01473	Deal Lake Improvements	19,390.58	0.00	B
	Extd Total:			19,390.58		
	Department Total:			221,828.78		
	CAFR Total:			221,828.78		
	Fund Total: GENERAL CAPITAL FUND BUDGET:			221,828.78		
Fund:	SEWER CAPITAL FUND BUDGET:					
Extd: Various Sewer Improvements 2017-29						
C-08-55-527-017-002	Var. Sewer Improvements 2017-29					
LUCCON	LUCAS CONSTRUCTION GROUP	17-04071	Resolution 2017-356	48,074.88	0.00	B
	Extd Total: Various Sewer Improvements 2017-29			48,074.88		
	Department Total:			48,074.88		
Extd: 2018 Sewer Utility Improvements						
C-08-55-528-018-001	Section 20 Costs					
TMASSO	T & M ASSOCIATES	18-01472	Carbon Media Replacement	77.31	0.00	B
	Extd Total: 2018 Sewer Utility Improvements			77.31		
	Department Total:			77.31		
	CAFR Total:			48,152.19		
	Fund Total: SEWER CAPITAL FUND BUDGET:			48,152.19		
	Year Total:			269,980.97		
Fund:	GRANT FUND BUDGET:					
G-02-43-871-016-211	Clean Communities 2016					
YVOADA	YVONNE ADAMS	18-02729	Clean Communities Conference	26.49	0.00	
G-02-43-871-016-218	Brownfields Petroleum Assessment					
BRORED	BROWNFIELD REDEVELOPMENT	18-02571	paydown 13	1,232.51	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
G-02-43-871-016-218 BRORED BROWNFIELD REDEVELOPMENT	Brownfields Petroleum Assessment Continued	18-02572	Payment 14	876.24 2,108.75	0.00	
	Extd Total:			2,135.24		
	Department Total:			2,135.24		
G-02-43-873-017-200 BRORED BROWNFIELD REDEVELOPMENT	Brownfields Assessment Grant 18-02571 paydown 13			8,907.19	0.00	
	Extd Total:			8,907.19		
	Department Total:			8,907.19		
G-02-43-881-017-200 ADPIMP ADPRO IMPRINTS, INC.	Clean Communities 18-02497 Q#28988 SafetyGreen T-Shirts			179.30	0.00	
	Extd Total:			179.30		
	Department Total:			179.30		
	CAFR Total:			11,221.73		
	Fund Total: GRANT FUND BUDGET:			11,221.73		
	Year Total:			11,221.73		
Fund:	ANIMAL CONTROL FUND BUDGET:					
T-12-56-850-000-801 NJDEPH NJ DEPT.HEALTH/SNR.SERV.	Reserve for Animal Control 18-02656 July 2018 Dog Report			20.40	0.00	
	Extd Total:			20.40		
	Department Total:			20.40		
	CAFR Total:			20.40		
	Fund Total: ANIMAL CONTROL FUND BUDGET:			20.40		
Fund:	COMMUNITY DEVELOPMENT BLK GRANT BUDGET:					
T-17-74-850-850-802 JCP JCP&L	2017 CDBG - HOMELESSNESS PREVENTION 18-02663 100 121 673 980			173.50	0.00	
T-17-74-850-850-803 KMART K MART	2017 CDBG - COMMUNITY EVENTS 18-02227 National Night Out			1,459.41	0.00	
	Extd Total:			1,632.91		
	Department Total:			1,632.91		
	CAFR Total:			1,632.91		
	Fund Total: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:			1,632.91		
Fund:	TRUST OTHER					
T-20-56-850-851-801 RICKEI RICHARD M. KEIL	Reserve for Public Defender 18-02542 conflict public defender			250.00	0.00	
	Extd Total:			250.00		

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T-20-56-850-878-801	Reserve for Recreation					
IPLAY IPLAY AMERICA, LLC		18-01881	summer camp activity	5,500.00	0.00	B
	Extd Total:			5,500.00		
T-20-56-850-909-801	Reserve for Tax Sale Premiums					
USBPC7 US BANK-CUST PC7 FIRSTTRUSTBANK		18-02633	PREMIUMS FOR PC7	7,200.00	0.00	
	Extd Total:			7,200.00		
T-20-56-850-933-301	Reserve for National Night Out					
CRAPRI CRAFTMASTER PRINTING, INC.		18-02303	for banner and table throw	315.00	0.00	
FORPRO FOREMOST PROMOTIONS		18-02478	supplies for NNO	1,702.74	0.00	
STOPON STONE PONY		18-02584	band for National Night Out	800.00	0.00	
				<u>2,817.74</u>		
	Extd Total:			2,817.74		
	Department Total:			15,767.74		
	CAFR Total:			15,767.74		
	Fund Total: TRUST OTHER			15,767.74		
Fund:	PLANNING & ZONING ESCROW FUND BUDGET:					
CAFR:	PLANNING & ZONING ESCROW FUND BUDGET:					
T-21-00-093-000-299	509 8th Ave(Arthur Pappalyion)					
ARTPAP Arthur Pappalyion		18-02603	return of escrow balance	116.92	0.00	
	Extd Total:			116.92		
	Department Total:			116.92		
T-21-00-106-000-299	910 4th Ave (GECC Ltd., FLP)					
GECCFL GECC, FLP		18-02519	return of escrow balance	153.50	0.00	
	Extd Total:			153.50		
	Department Total:			153.50		
T-21-00-141-000-299	1512 SEWALL AVE-M&M JERSEY,LLC					
MMJER M&M Jersey Developers, LLC		18-02559	return of escrow balance	497.07	0.00	
	Extd Total:			497.07		
	Department Total:			497.07		
T-21-00-274-000-299	208 MAIN STREET (DB VENTURES, LLC)					
INSENG INSITE ENGINEERING, LLC		18-02418	INSITE ZB-PB Invoices Jun 2018	700.00	0.00	
CLACAN CLARKE CATON HINTZ PC		18-02627	CCH PB Invoices Jun-July 2018	<u>1,539.06</u>	0.00	
				2,239.06		
	Extd Total:			2,239.06		
	Department Total:			2,239.06		

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CITY OF ASBURY PARK
Bill List By Budget Account

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: PUBLIC ASST						
T-21-00-345-000-299	RENAISSANCE VILLAGE(MICHAELS DEVELOPMNT)					
TMASSO T & M ASSOCIATES		18-02691	LAF348868 Renaissance Village	1,075.50	0.00	
	Extd Total:			1,075.50		
	Department Total:		PUBLIC ASST	1,075.50		
T-21-00-362-000-299	1101 MAIN STREET(PF PROPERTIES, LLC)					
TMASSO T & M ASSOCIATES		18-02692	LAF348869 1101 Main St.	352.50	0.00	
	Extd Total:			352.50		
	Department Total:			352.50		
T-21-00-372-000-299	209 4TH AVENUE(ASBURY PARTNERS/I-STAR)					
CLACAN CLARKE CATON HINTZ PC		18-02627	CCH PB Invoices Jun-July 2018	1,132.45	0.00	
	Extd Total:			1,132.45		
	Department Total:			1,132.45		
T-21-00-397-000-299	545 LAKE AVENUE(COOKMAN COMMUNITY, LLC)					
INSENG INSITE ENGINEERING, LLC		18-02418	INSITE ZB-PB Invoices Jun 2018	400.00	0.00	
ANSZAR ANSELL,GRIMM & AARON, P.C.		18-02431	Invoice 423177 545 Lake	128.00	0.00	
				<u>528.00</u>		
	Extd Total:			528.00		
	Department Total:			528.00		
T-21-00-403-000-299	5TH AVE.PAVILION(INSPECTION)(MAD.MARQ.)					
INSENG INSITE ENGINEERING, LLC		18-02418	INSITE ZB-PB Invoices Jun 2018	288.99	0.00	
	Extd Total:			288.99		
	Department Total:			288.99		
T-21-00-419-000-299	1105 MAIN ST-INSPECTION FEE(DOLLAR TREE)					
INSENG INSITE ENGINEERING, LLC		18-02418	INSITE ZB-PB Invoices Jun 2018	288.99	0.00	
	Extd Total:			288.99		
	Department Total:			288.99		
T-21-00-424-000-299	506 7TH AVENUE(MARK MASSARO)					
INSENG INSITE ENGINEERING, LLC		18-02418	INSITE ZB-PB Invoices Jun 2018	375.00	0.00	
CLACAN CLARKE CATON HINTZ PC		18-02625	CCH ZB Invoices APR-JULY 2018	1,396.88	0.00	
				<u>1,771.88</u>		
	Extd Total:			1,771.88		
	Department Total:			1,771.88		
T-21-00-425-000-299	RENAISSANCE-INSPECTION(MICHAELS DEV.)					
INSENG INSITE ENGINEERING, LLC		18-02418	INSITE ZB-PB Invoices Jun 2018	728.99	0.00	
	Extd Total:			728.99		
	Department Total:			728.99		

Attachment: Bill List 8-22-18 (2018-302 : Payment of Bills)

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CITY OF ASBURY PARK
Bill List By Budget Account

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-427-000-299	1107 5TH AVENUE(M.LOPER & M.RODRIGUEZ)					
INSENG	INSITE ENGINEERING, LLC	18-02549	INSITE invoices 05-06/2018	1,075.00	0.00	
CLACAN	CLARKE CATON HINTZ PC	18-02625	CCH ZB Invoices APR-JULY 2018	950.44	0.00	
				<u>2,025.44</u>		
	Extd Total:			2,025.44		
	Department Total:			2,025.44		
T-21-00-431-000-299	1206 COMSTOCK STREET (SARA NORDSTROM)					
INSENG	INSITE ENGINEERING, LLC	18-02418	INSITE ZB-PB Invoices Jun 2018	200.00	0.00	
CLACAN	CLARKE CATON HINTZ PC	18-02625	CCH ZB Invoices APR-JULY 2018	22.00	0.00	
				<u>222.00</u>		
	Extd Total:			222.00		
	Department Total:			222.00		
T-21-00-432-000-299	1003 BOND ST-INSPECTION FEE(KEYGATE,LLC)					
INSENG	INSITE ENGINEERING, LLC	18-02549	INSITE invoices 05-06/2018	1,628.99	0.00	
	Extd Total:			1,628.99		
	Department Total:			1,628.99		
Department: LIGHTING						
T-21-00-435-000-299	701 6TH AVENUE(STEVEN M.& WENDY GRONICH)					
INSENG	INSITE ENGINEERING, LLC	18-02418	INSITE ZB-PB Invoices Jun 2018	1,075.00	0.00	
CLACAN	CLARKE CATON HINTZ PC	18-02625	CCH ZB Invoices APR-JULY 2018	555.44	0.00	
				<u>1,630.44</u>		
	Extd Total:			1,630.44		
	Department Total: LIGHTING			1,630.44		
T-21-00-436-000-299	704-710 MONROE AVE(ASBURY PARK VENTURES)					
CLACAN	CLARKE CATON HINTZ PC	18-02625	CCH ZB Invoices APR-JULY 2018	150.00	0.00	
	Extd Total:			150.00		
	Department Total:			150.00		
T-21-00-438-000-299	534 PROSPECT AVENUE(JONATHAN BLATT)					
INSENG	INSITE ENGINEERING, LLC	18-02418	INSITE ZB-PB Invoices Jun 2018	125.00	0.00	
CLACAN	CLARKE CATON HINTZ PC	18-02625	CCH ZB Invoices APR-JULY 2018	361.88	0.00	
STSHOR	ST SHORTHAND REPORTING SERVICE	18-02636	SSRS Inv.641134 ZB mtg.7/24/18	125.00	0.00	
				<u>611.88</u>		
	Extd Total:			611.88		
	Department Total:			611.88		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: TELEPHONE						
T-21-00-440-000-299	1011 FIFTH AVENUE(JOHN CHINA YOUNG)					
CLACAN CLARKE CATON HINTZ PC	18-02625 CCH ZB Invoices APR-JULY 2018			763.75	0.00	
	Extd Total:			763.75		
	Department Total: TELEPHONE			763.75		
T-21-00-441-000-299	1201 MONROE/1500 SEWALL(BOYS&GIRLS CLUB)					
INSENG INSITE ENGINEERING, LLC	18-02418 INSITE ZB-PB Invoices Jun 2018			125.00	0.00	
	Extd Total:			125.00		
	Department Total:			125.00		
T-21-00-443-000-299	1519 3RD AVENUE(3 SUNSET DRIVE,LLC)					
CLACAN CLARKE CATON HINTZ PC	18-02627 CCH PB Invoices Jun-July 2018			479.70	0.00	
	Extd Total:			479.70		
	Department Total:			479.70		
T-21-00-446-000-299	1219 1ST AVENUE(KAREN PROPP)					
INSENG INSITE ENGINEERING, LLC	18-02418 INSITE ZB-PB Invoices Jun 2018			600.00	0.00	
CLACAN CLARKE CATON HINTZ PC	18-02625 CCH ZB Invoices APR-JULY 2018			737.18	0.00	
				1,337.18		
	Extd Total:			1,337.18		
	Department Total:			1,337.18		
T-21-00-450-000-299	28 BORDEN(JORDAN MODELL)					
CLACAN CLARKE CATON HINTZ PC	18-02625 CCH ZB Invoices APR-JULY 2018			106.36	0.00	
	Extd Total:			106.36		
	Department Total:			106.36		
T-21-00-452-000-299	100 GRAND AVE(VALLARIO PROPERTIES, LLC)					
CLACAN CLARKE CATON HINTZ PC	18-02625 CCH ZB Invoices APR-JULY 2018			108.44	0.00	
	Extd Total:			108.44		
	Department Total:			108.44		
	CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET:			18,363.03		
	Fund Total: PLANNING & ZONING ESCROW FUND BUDGET:			18,363.03		
Fund: CITY OF ASBURY PARK REDEVELOPMENT ESCROW						
T-48-56-850-000-803	909 ASBURY AVENUE(H4 HOLDING, LLC)					
INSENG INSITE ENGINEERING, LLC	18-02549 INSITE invoices 05-06/2018			1,436.43	0.00	
T-48-56-850-000-808	BOSTON WAY VILLAGE(THE ALPERT GROUP,LLC)					
TMASSO T & M ASSOCIATES	18-02693 LAF348870 Boston Way Village			2,097.75	0.00	
T-48-56-850-000-812	1001 1ST AVENUE(ASBURY HOLDING, LLC)					
MARFAL MARAZITI FALCON, LLP	18-02563 Maraziti and Falcon 1001 First			1,570.00	0.00	

Attachment: Bill List 8-22-18 (2018-302 : Payment of Bills)

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CITY OF ASBURY PARK
Bill List By Budget Account

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-48-56-850-000-814	1200 MONROE AVENUE(BOYS & GIRLS CLUB)					
STSHOR	ST SHORTHAND REPORTING SERVICE	18-02636	SSRS Inv.641134 ZB mtg.7/24/18	125.00	0.00	
	Extd Total:			5,229.18		
	Department Total:			5,229.18		
	CAFR Total:			5,229.18		
	Fund Total: CITY OF ASBURY PARK REDEVELOPMENT ESCROW			5,229.18		
	Year Total:			41,013.26		
Total Charged Lines:	255	Total List Amount:	559,899.14	Total Void Amount:	0.00	

Totals by Year-Fund							
Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
BEACH	7-05	2,826.42	0.00	2,826.42	0.00	0.00	2,826.42
CURRENT	8-01	213,741.97	0.00	213,741.97	0.00	0.00	213,741.97
BEACH	8-05	6,337.99	0.00	6,337.99	0.00	0.00	6,337.99
PARKING UTILITY:	8-06	2,387.65	0.00	2,387.65	0.00	0.00	2,387.65
SEWER UTILITY: BU	8-07	12,389.15	0.00	12,389.15	0.00	0.00	12,389.15
Year Total:		234,856.76	0.00	234,856.76	0.00	0.00	234,856.76
GENERAL CAPITAL F	C-04	221,828.78	0.00	221,828.78	0.00	0.00	221,828.78
SEWER CAPITAL FUN	C-08	48,152.19	0.00	48,152.19	0.00	0.00	48,152.19
Year Total:		269,980.97	0.00	269,980.97	0.00	0.00	269,980.97
GRANT FUND BUDGET	G-02	11,221.73	0.00	11,221.73	0.00	0.00	11,221.73
ANIMAL CONTROL FU	T-12	20.40	0.00	20.40	0.00	0.00	20.40
COMMUNITY DEVELOP	T-17	1,632.91	0.00	1,632.91	0.00	0.00	1,632.91
TRUST OTHER	T-20	15,767.74	0.00	15,767.74	0.00	0.00	15,767.74
PLANNING & ZONING	T-21	18,363.03	0.00	18,363.03	0.00	0.00	18,363.03
CITY OF ASBURY PA	T-48	5,229.18	0.00	5,229.18	0.00	0.00	5,229.18
Year Total:		41,013.26	0.00	41,013.26	0.00	0.00	41,013.26
Total of All Funds:		559,899.14	0.00	559,899.14	0.00	0.00	559,899.14

August 22, 2018 Council Meeting:

Balance Brought Forward from Total List Amount	\$ 559,899.14
Debt Service	<u>466,500.63</u>
	<u>\$ 1,026,399.77</u>



RESOLUTION NO. 2018-303

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

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 FROM SEPTEMBER 28, 2018 THROUGH SEPTEMBER 30, 2018 AND AUTHORIZING THE ISSUANCE OF A SPECIAL EVENTS PERMIT IN CONNECTION THEREWITH

WHEREAS, SHN Festivals, LLC (also referenced as the “applicant”) has applied to the City of Asbury Park (also referenced as the “City”) for a Special Events Permit, pursuant to Section 4-10 of the Asbury Park City Code, relating to a proposed live cultural music and art festival and related activities (collectively referenced as the “event”) to be held in a designated portion of the Asbury Park waterfront area from Friday, September 28, 2018 through Sunday, September 30, 2018, including load-in and load-out activities during the days immediately prior to and following the event, respectively; and

WHEREAS, the applicant’s proposal has been reviewed by the City’s Special Events Review Board (also known as the “Special Events Committee”), as well as relevant City Officials; and

WHEREAS, given the anticipated size, scope and significance of the event, it is necessary that an Agreement be executed between the City and the applicant (collectively, the “Parties”) regarding the terms and conditions associated with the holding of the event; and

WHEREAS, the Parties have drafted a “Use and License Agreement” (the “Agreement”) for this purpose, along with an “Addendum A” thereto (the “Addendum”), copies of which are attached hereto and made a part hereof; and

WHEREAS, the Mayor and Council wish to approve the attached Agreement and Addendum, or documents which are substantially similar thereto and which have received the approval of the City Attorney, and to authorize the Mayor and Municipal Clerk to execute the same, and/or to ratify their execution by the Mayor and Municipal Clerk, and to authorize the issuance of a Special Events Permit in connection with the event; and

WHEREAS, the Mayor and Council also wish to approve and ratify the City’s execution of a letter dated August 3, 2018 to Spectrum Catering, in connection with the applicant’s

application for a permit from the State of New Jersey Division of Alcoholic Beverage Control (the “ABC”) relating to the event.

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED, by the Mayor and City Council of the City of Asbury Park, as follows:

1. That the attached “Use and License Agreement” and “Addendum A” thereto between the City and SHN Festivals, LLC, or documents which are substantially similar thereto and which have received the approval of the City Attorney, regarding the event, are hereby approved by the City of Asbury Park, and their execution on behalf of the City by the Mayor and Municipal Clerk is hereby authorized and/or ratified.
2. That, subject to the full execution of the attached Agreement and Addendum, or documents which are substantially similar thereto and which have received the approval of the City Attorney, the issuance of a Special Events Permit in connection with the event is hereby authorized.
3. That the City’s execution of the letter dated August 3, 2018 to Spectrum Catering in connection with the applicant’s application for a permit from the State of New Jersey Division of Alcoholic Beverage Control (the “ABC”) relating to the event is also hereby approved and ratified.
4. That a certified copy of this Resolution shall be provided to each of the following:
 - a. SHN Festivals, LLC
c/o Tim Sweetwood
C3 Presents
634 N. Highland Ave., NE
Atlanta, GA 30306;
 - b. Michael Capabianco, City Manager;
 - c. Kevin Keddy, Deputy City Manager/Fire Chief;
 - d. David Kelso, Deputy Police Chief; and
 - e. Frederick C. Raffetto, Esquire, City Attorney.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2018-303 which was finally adopted by the City Council at a meeting held on the 22nd day of August, 2018

CERTIFIED BY ME THIS 23rd DAY OF August, 2018.

CINDY A. DYE
CITY CLERK

CITY OF ASBURY PARK
USE AND LICENSE AGREEMENT

This Use and License Agreement (the "**Agreement**") is made on _____, 2018 by and between the **City of Asbury Park**, with an address of One Municipal Plaza, Asbury Park, New Jersey 07712 (also referenced as "**AP**" or the "**City**") and **SHN Festivals, LLC**, and its affiliates, permitted assignees and designees, with an address of 1645 E. 6th Street, Suite 150, Austin, Texas 78702 (collectively, "**SHN**") with respect to a live music festival and related activities known as the "*Sea Hear Now Cultural Music & Art Festival*" (the "**Festival**") intended to be held in the City of Asbury Park from September 28, 2018 through September 30, 2018. Together, AP and SHN shall be known as the "**Parties**" and each shall be a "**Party**". In consideration of the mutual promises and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

I. Term; Facilities; Permitted Uses; SHN's Responsibilities.

(a) From Friday, September 28, 2018 through Sunday, September 30, 2018 (the "**Term**"), SHN shall have the exclusive right to use the areas, parks, streets and other facilities as more specifically described on and as generally depicted in **Exhibit A** (the "**Facilities**") for the purpose of managing, producing and conducting the Festival and conducting all related activities and operations within the Facilities and adjacent areas, including, but not limited to, live music entertainment, concessions, sale of food and beverages, sale of merchandise, marketing and promotional activities, installation and use of patron access control equipment, sale of tickets, street closures (as defined below) and the sale and consumption of alcoholic beverages (collectively, the "**Permitted Uses**"). The area of the Facilities is shown on **Exhibit A**. The parties recognize that the exact area of the Facilities is subject to change; however, the final area of the Facilities shall be substantially similar to that shown in **Exhibit A**. The sale and consumption of alcoholic beverages shall be limited to those specific and distinct areas within the Facilities which are shown on **Exhibit A-1** (representing the "**Areas Licensed for the Sale and Consumption of Alcohol**"). Service and consumption of alcoholic beverages shall only be permitted within those specific "Areas Licensed for the Sale and Consumption of Alcohol," and shall be subject to all requirements mandated by the New Jersey State Division of Alcoholic Beverage Control (the "**ABC**").

In addition, the Facilities and Permitted Uses shall include and AP shall facilitate street closures as shown on **Exhibit A-2**. Notwithstanding the foregoing, should AP determine in its reasonable discretion that street closures, traffic flow or parking requirements need to be adjusted, AP shall have the exclusive right to change same, subject to the following conditions: (a) any changes or adjustments are solely in the interest of public safety, as AP determines in its sole reasonable discretion; (b) any changes or adjustments are communicated to SHN in accordance with "Emergency Notices" as outlined in Section 14 below; and (c) AP shall use its best efforts to provide reasonable alternatives in all instances.

The Parties acknowledge that current applicable local laws do not allow for the possession or consumption of alcoholic beverages on the beach or boardwalk, along with adjacent public areas, except for those areas of the beach, boardwalk and other public areas for which appropriate approvals have been granted by the City.

The Parties also acknowledge that, by virtue of this Agreement, all Permitted Uses, street closures and other activities contemplated by this Agreement and depicted on the various exhibits attached hereto,

including the possession and consumption of alcoholic beverages on specific portions of the beach, boardwalk, and other public areas as depicted on Exhibit A-1 during the term of the Festival, are deemed approved and permitted by AP, subject only to: (1) the payment of those certain fees set forth in this Agreement; and (2) the receipt of necessary approval(s) required from any other outside agencies (i.e., the ABC, etc.). Furthermore, the Parties acknowledge and agree that SHN has put AP on notice of the anticipated nature, scope and times of sound checks and the performances of various artists at the Festival and that all noise and sound associated with the Festival (including but not limited to system ring out, sound check, etc.) shall be deemed approved and in conformance with applicable noise, curfew and related ordinances by AP.

(b) The Facilities may be used by SHN and its vendors, concessionaires and contractors during the days and times set forth in Exhibit A-3 (“Use Schedule”) for the purpose of deliveries, loading in, installing equipment, preparing the Facilities, constructing stage(s), packing, removal of all equipment and demobilization and removal of stage(s) and such other purposes as are reasonably related to the use for which SHN is being allowed to use the Facilities as agreed to by the Parties. SHN agrees at all times that SHN, its vendors, concessionaires and contractors shall use the Facilities pursuant to the provisions of this Agreement, that SHN will use good faith efforts, and shall cause its vendors, concessionaires and contractors to use good faith efforts, to minimize any material adverse and/or disruptive effects from the Festival on the residents of and the businesses located in the City.

(c) SHN shall be required to obtain all permits, licenses and approvals identified in Exhibit B (collectively, the “Permits”) (and the cost to obtain each such permit is set forth in Exhibit B) to hold the Festival and conduct the Permitted Uses in accordance with the terms and conditions set forth in this Agreement. The Permits listed in Exhibit B do not necessarily represent an exhaustive list of all permits, licenses and/or approvals which may be required to conduct the Festival. SHN shall be responsible to ascertain and acquire all necessary permits, licenses and/or other approvals which may be necessary from applicable local and/or State agencies in order to conduct the Festival. SHN shall diligently apply for all such permits, licenses and approvals and the issuance of all such permits, licenses and approvals shall be subject to the ordinary conditions applicable to same. AP shall assist SHN with the issuance of all such permits, licenses and approvals and, further, shall not unreasonably withhold, condition or delay the issuance of such permits, licenses and approvals.

(d) SHN agrees that it has inspected the Facilities and agrees to accept same “AS-IS.” SHN finds and accepts that the Facilities are safe and reasonably suited for the Festival. Except as expressly made in this Agreement, AP makes no representations or warranties with respect to the condition of the Facilities or their suitability for SHN’s use. AP represents and warrants that the Facilities have been maintained and will be maintained in a commercially reasonable and safe manner and in compliance with all applicable laws. On Thursday, September 27, 2018, designated representative(s) of AP and SHN will inspect the Facilities to determine and memorialize what conditions and damages to the Facilities, if any, exist prior to the Festival. On Tuesday, October 2, 2018, the same designated representative(s) of AP and SHN will inspect the Facilities once again to determine what damages to the Facilities, if any, have occurred as a result of the Festival. SHN shall be required to remove all of its equipment and to clean up and remove all trash, garbage and other debris left in or around the Facilities as a result of the Festival at its own cost and expense no later than 8:00 p.m. (EST) on Monday, October 1, 2018, so that AP and SHN can complete the post-Festival inspection required to be undertaken pursuant to this Paragraph on Tuesday, October 2, 2018. SHN shall be required to return the Facilities to the same or reasonably similar condition as that which existed immediately prior to the Festival. The payment for damages directly caused by the Festival shall be the sole responsibility of SHN, except to the extent that any

damages are caused by AP, its departments, or their respective officers, directors, employees, or representatives.

(e) SHN shall be solely responsible for the collection of all solid waste, rubbish, trash, etc. (collectively, "solid waste"), as well as all recyclable refuse ("recyclables"), generated in and immediately around the Facilities over the course of the Festival, and for the removal of same. Recyclables shall be separated from all other forms of solid waste. Removal of all solid waste and recyclables from the Facilities and adjacent areas shall be effectuated by SHN no later than 8:00 p.m. (EST) on Monday, October 1, 2018.

(f) AP agrees that SHN may, at its sole cost and expense, and under the supervision and direction of the AP Department of Public Works, remove certain railings from the AP boardwalk, and may construct temporary steps leading from the boardwalk to the beach areas, in order to facilitate the Festival. Any such railings removed shall be reinstalled and any such temporary steps constructed shall be removed under the supervision and direction of the AP Department of Public Works no later than 5:00 p.m. (EST) on Tuesday, October 2, 2018.

2. Fees and Costs.

(a) For and in consideration of AP's grant of the use of the Facilities for conducting the Festival (including but not limited to all required street closures, temporary signage rights, etc.) and the Permitted Uses, SHN agrees to pay to AP the sum of **Seventy Five Thousand and 00/100 Dollars (\$75,000.00)** (the "**Fee**") by certified or cashier's check, or by wire transfer, on or before the close of business on Friday, September 14, 2018. The Fee shall be deposited into the Attorney Trust Account of Ansell Grimm & Aaron, P.C. (the "**Escrow Agent**") immediately following receipt. The Escrow Agent shall hold the Fee in trust in a separate account and shall not commingle the Fee with funds of other clients. Immediately upon completion of the Festival, Escrow Agent shall distribute the Fee to AP.

(b) In addition to the fee, SHN shall pay to AP the sum of **Two and 00/100 Dollars (\$2.00)** per ticket sold. The number of tickets sold shall be determined by SHN's audit (the "Audit"), and shall include tickets of every type (i.e., single day, entire weekend, etc.) that are sold, but shall not include complimentary tickets or tickets given to artists or sponsors. SHN agrees that it shall provide to AP no later than Wednesday, October 10, 2018, the Audit, which shall be certified by an officer of SHN to be true and accurate. All payments due to AP as provided for herein shall be based upon the final Audit, and shall be made no later than Wednesday, October 24, 2018, without previous demand therefor and without any offset or deduction whatsoever.

(c) In addition to the Fee, SHN shall be responsible for the actual cost of the provision of Police, Fire, EMS, lifeguard services, construction services, DPW services (over and above those normally provided for the area around the Festival), and any necessary clean-up services provided by AP for the Festival, and any other necessary miscellaneous services provided by AP, including the City's legal costs associated with the preparation of the within Agreement and the conduct of the Festival (collectively, the "**City Services**"), which services, fees and related costs are estimated in **Exhibit C** (the "**Costs**"). The Costs set forth in **Exhibit C** represent a reasonable estimate of the anticipated costs to be expended by AP for the City Services; however, in the event that AP reasonably elects, in the interest of public safety and within its sole discretion, to deploy additional resources, then SHN shall be required to pay for those additional costs (also referenced as the "**excess costs**") at the same rates listed in **Exhibit C**.

On or before the close of business on Friday, September 14, 2018, SHN shall pay to AP an amount equal to the Costs by certified or cashier's check or by wire transfer.

The parties recognize that SHN is only responsible to pay the actual costs associated with the City Services based upon the specific level of staffing/scope of work that is actually utilized for the Festival, based upon the rates specified in Exhibit C. As such, if a reduced scope of work or less staffing in any instance is actually required and performed by AP, then SHN will only be required to pay the amount associated with the actual work/service(s) performed. Likewise, if an increased scope of work or additional staffing in any instance is actually required and performed by AP, then SHN shall be required to pay the "excess costs" associated with the additional actual work/service(s) performed.

The Costs do not include any amounts which may be related to "Emergency Conditions" (defined below) as rendered by AP or by any other municipal, county or state agency and billed to AP, which shall be the sole responsibility of SHN.

In the event of an "Emergency Condition" (as defined herein), SHN shall be responsible for the actual costs associated with all of the services rendered by AP or by any other municipal, county or state agency and billed to AP, as required to ensure public safety at the Festival. "**Emergency Conditions**" shall mean conditions and circumstances which involve a high likelihood of personal injury or death and/or property damage, such that the concern for public safety requires the deployment of resources and manpower significantly exceeding those initially anticipated. "Emergency Conditions" include, but are not necessarily limited to, severe weather (floods, tornados, hurricanes, tsunami), civil unrest and terrorism.

To secure payment of any "excess costs" and/or costs associated with Emergency Conditions, SHN shall deposit with Escrow Agent an additional sum equal to one-half (1/2) of the Costs (the "**Security**") via certified or cashier's check, or by wire transfer, on or before the close of business on Friday, September 14, 2018.

By Monday, October 15, 2018, AP shall prepare an accounting of all of the actual costs expended by AP (and/or provided by any other outside agencies) and shall provide same to SHN. The deposits previously made by SHN for the Costs associated with City Services and for Security, as referenced above, shall be used by AP to pay the following: (1) the actual costs associated with the City Services (including any "excess costs" deemed necessary by the City); (2) the actual costs associated with services rendered by any other municipal, county or state agency, and billed to AP; and (3) the actual costs associated with any services necessary to deal with Emergency Conditions. If the actual costs itemized in the preceding sentence exceed the deposits previously made by SHN for City Services and Security, then SHN shall pay the balance due to AP no later than Monday, October 29, 2018, via certified or cashier's check or by wire transfer. If, on the other hand, the actual costs are less than the deposits previously made by SHN for City Services and Security, then AP shall return the balance to SHN no later than Monday, October 29, 2018.

(e) In addition to the fees and costs referenced in Sections (a) through (d) above, SHN shall be solely responsible for any and all costs associated with the provision of private security personnel in order to maintain peace and order within the Facilities during the Festival. A description of the extent and number of such private security personnel shall be provided by SHN to AP's Police Chief for his approval no later than seven (7) days prior to the Festival. SHN agrees to abide by all reasonable requirements specified by the AP Police Chief relating to the provision of said private security personnel.

3. **Temporary Signage.** SHN shall have the right to temporary signage in and around the immediate vicinity of all areas of the Facilities for the purposes of Festival way-finding, marketing, promotional and related uses (collectively, "**Temporary Festival Signage**"). SHN is entitled to grant marketing, promotional and related rights to third parties for Temporary Festival Signage at the Festival within the Facilities. The placement of any Temporary Festival Signage and the conduct of any promotions and related activities within the Facilities, including but not limited to, promoting and/or marketing of a specific promotional or marketing platform or initiative within any product or service category, shall be in SHN's sole and absolute discretion. All Temporary Signage shall be removed by no later than 8:00 p.m. (EST) on Monday, October 1, 2018. Any damage caused by the installation and/or removal of such Temporary Signage, or the reimbursement to AP relating to said damage, shall be the sole responsibility of SHN.

4. **Festival Name.** SHN shall own one hundred percent (100%) of the rights to the Festival's name and any related intellectual property ("**Intellectual Property**"). SHN may grant a license to AP to use the Intellectual Property for any purpose related to the Festival, subject to the terms of a separate agreement. SHN agrees that it will not use the registered mark "Asbury Park Where Music Lives" without obtaining AP's prior written permission. AP shall not enter into and shall not permit or license any third party to enter into any sponsorship arrangement using the Intellectual Property.

5. **Announcements.** SHN reserves the right to make announcements as SHN may deem necessary at any time in the interest of public safety in the Facilities, in substantially the form of certain communication protocol to be developed and mutually approved by the Parties following execution of this Agreement but prior to the Festival. AP agrees that it will cooperate and will cause its agents and employees to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to exit the Facilities. SHN retains the exclusive right in the Facilities of technical control and crowd management, including in the event that SHN deems it necessary for crowd control purposes to control access or to shut off power in the Facilities or because of maintenance or other problems remove any of the technical personnel and/or equipment from unauthorized areas. However, in any cases of emergency, SHN shall yield to the requirements of the AP Police and Fire Departments.

6. **Marketing Points.** SHN agrees that, in appropriate marketing and promotion of the Festival, SHN shall identify the City of Asbury Park as the Festival location. AP shall provide mutually agreed upon marketing support for the Festival.

7. **Utilities, Electricity, Water.** SHN shall, at its sole cost and expense, contract with applicable third parties for the provision of electricity, water and other utility services necessary for the Festival, provided, however that AP shall cooperate, at no cost or expense to AP, and reasonably assist SHN with obtaining such services, including but not limited to granting reasonable access rights and easements to the applicable service providers for the purpose of installing and providing such services. Notwithstanding anything contained herein to the contrary, AP shall operate and maintain the existing municipal infrastructure serving the Facilities in good operating condition for the Festival, including but not limited to utilities, lights, pipes, plumbing, sewer and water, and water drainage. In addition, AP shall coordinate turning on and off lights in and around the Facilities, as requested by SHN.

8. **Lost Articles.** Subject to applicable laws, SHN shall have the sole right to collect and have custody of articles left in the Facilities by persons attending the Festival. SHN shall use reasonable

efforts to return such property to the rightful owners in accordance with applicable laws. Persons in AP's employ shall not interfere with the collection or custody of such articles.

9. **Coordination of Activities; Emergencies.** The Parties shall reasonably cooperate with each other and keep each other informed on an ongoing and continuous basis with respect to their activities and responsibilities in connection with the Festival. In all cases of emergency, the AP Police and/or Fire Departments shall have sole authority and jurisdiction to maintain public safety within the Facilities.

10. **Credentials.** The following officers and designated employees of AP shall have access to the Facilities at all times during the Festival upon presentation of the authorized event credentials to be supplied by SHN: Deputy Police Chief David Kelso; Fire Chief Kevin Keddy; City Manager Michael Capabianco; Fire Official Garrett Giberson, Jr.; Construction Official George Selah; Public Works Director Bill McClave; or any of their respective successors or designees. Such credentials are to be appropriately displayed. The distribution of such credentials to AP's designated officers and employees shall be performed by SHN or its designee.

11. **INDEMNIFICATION.**

SHN AGREES TO INDEMNIFY, RELEASE, DEFEND AND HOLD AP AND ITS DEPARTMENTS, PARTNERS, AFFILIATES, DIVISIONS, COUNCIL MEMBERS, ALL ELECTED AND APPOINTED OFFICIALS, DIRECTORS, EMPLOYEES, VOLUNTEERS, CONTRACTORS, INSURERS, THE NEW JERSEY INTERGOVERNMENTAL INSURANCE FUND ("NJIFF"), AGENTS, PROFESSIONALS AND REPRESENTATIVES (INDIVIDUALLY AND COLLECTIVELY REFERRED TO HEREIN AS THE "AP PARTIES") HARMLESS FROM AND AGAINST ANY AND ALL LOSSES AND CLAIMS (INDIVIDUALLY AND COLLECTIVELY REFERRED TO HEREIN AS "CLAIMS") INCLUDING BUT NOT LIMITED TO THOSE CLAIMS WHICH ARE BASED UPON (A) BODILY INJURY OR PROPERTY DAMAGE WHICH IS CAUSED BY THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OR INTENTIONAL MISCONDUCT OF THE SHN PARTIES (AS DEFINED BELOW); (B) SHN'S BREACH OF ANY OF THE PROVISIONS OF THIS AGREEMENT; AND (C) SHN'S VIOLATION OF INTELLECTUAL PROPERTY RIGHTS OR LAWS RELATED THERETO. NOTWITHSTANDING ANYTHING TO THE CONTRARY, SHN HAS NO INDEMNIFICATION OBLIGATIONS TO THE EXTENT SAID CLAIMS ARE BASED ON THE GROSS NEGLIGENCE OR WILLFULL MISCONDUCT OF THE AP PARTIES.

THE INDEMNIFICATION PROVISIONS CONTAINED THROUGHOUT THIS AGREEMENT SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND SHALL NOT BE LIMITED OR CONDITIONED ON THE AVAILABILITY OF THE INSURANCE COVERAGES SET FORTH IN PARAGRAPH 12 HEREOF.

THE SHN PARTIES SHALL BE DEFINED, FOR PURPOSES OF THIS SECTION, COLLECTIVELY AS FOLLOWS: SHN AND ITS PARENTS, MEMBERS, PARTNERS, AFFILIATES, DIVISIONS AND SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, VOLUNTEERS, AGENTS, AND REPRESENTATIVES AND ALL PERSONS PROVIDING ENTERTAINMENT AT OR SERVICES TO OR THROUGH SHN WITH REGARD TO PREPARATION FOR AND CONDUCT OF THE FESTIVAL.

12. **Insurance Requirements.** SHN covenants and agrees to maintain and pay all premium costs and policy deductibles/self-insured retentions for the following insurance coverages in amounts not less than specified throughout the duration of the Term; it being understood that each such policy must be an “occurrence form” of coverage and not “claims made” policies:

(a) Statutory Workers' Compensation including Employer's Liability Insurance, subject to limits of not less than One Million Dollars (\$1,000,000.00), affording coverage under applicable worker's compensation laws.

(b) Commercial General Liability Insurance for limits of not less than Three Million Dollars (\$3,000,000.00) per occurrence Bodily Injury and Property Damage combined; Three Million Dollars (\$3,000,000.00) per occurrence Personal and Advertising Injury; Three Million Dollars (\$3,000,000.00) aggregate Products and Completed Operations Liability; Five Hundred Thousand Dollars (\$500,000.00) Fire Legal Liability, and Three Million Dollars (\$3,000,000.00) general aggregate limit per event. The policy shall be written on an occurrence basis. In addition, SHN or the contractor providing alcoholic beverages shall maintain liquor liability coverage with a limit of not less than Five Million Dollars (\$5,000,000.00).

(c) Automobile Liability Insurance with a limit of not less than Three Million Dollars (\$3,000,000.00) combined and covering all owned, non-owned and hired vehicles.

(d) Umbrella Liability Insurance at not less than Nine Million Dollars (\$9,000,000.00) limit providing excess coverage over all limits and coverages noted in paragraphs (b) and (c) above. This policy shall also be written on an occurrence basis.

(e) The Policies set forth in Paragraphs (b), (c) and (d) above shall be endorsed to list the AP Parties as “Additional Insureds” with respect to any and all Claims and the requirements of this Paragraph 12 (e). Further, coverage for the “Additional Insureds” will apply on a primary basis for matters for which SHN is liable under this Agreement irrespective of any other insurance, whether collectible or not. Terrorism coverage will be included on all said policies of insurance and each shall include an endorsement with a waiver of subrogation in favor of AP. Fireworks displays and amusement rides shall be subject to additional insurance requirements by the party providing such services. SHN shall ensure that all independent contractors utilized by SHN to provide services at the Festival maintain appropriate Workers Compensation insurance coverage, it being understood that those entities are not employees of AP.

(f) SHN will deliver to AP, no later than Friday, September 14, 2018, satisfactory evidence of the aforescribed insurance coverage on a certificate form approved by AP along with copies of the subject policies with all endorsements. All required insurance will be placed with carriers licensed to do business in the state of New Jersey and which have a rating in the most current edition of A.M. Best's Property Casualty Key Rating Guide that is reasonably acceptable to AP. SHN will provide AP with thirty (30) days written notice of cancellation or non-renewal.

(g) The insurance obligations stated in this section are independent of, and shall not be affected by the scope or validity of, any other indemnity or insurance provisions in other sections of this Agreement.

(h) SHN shall make best efforts to procure policies of insurance to reduce or eliminate their per claim deductibles to bring them beneath Two Hundred Thousand Dollars (\$200,000.00) per claim.

13. **Transfer Restrictions.** SHN shall not assign, delegate or transfer, including by operation of law, sale of assets, merger or otherwise, this Agreement or any of its rights or obligations, in whole or in part, under this Agreement to any third party without AP's prior written consent, except that SHN has the right, without obtaining AP's consent, to assign, delegate or transfer this Agreement and any of its rights or obligations (in whole or in part) to any contractor providing services in connection with the Festival and to any affiliate or subsidiary without releasing SHN from any liability in accordance with the terms of this Agreement.

14. **Force Majeure Event.** For purposes of this Agreement, the term "**Force Majeure Event**" shall be defined as the occurrence of any of the following (to the extent the same is not reasonably foreseeable): an act of God, war, terrorism, civil commotion, casualty, extreme weather conditions, labor difficulties, general shortages of labor, materials or equipment, government regulations or other causes beyond the reasonable control of such Party, its agents, employees, contractors or subcontractors (other than causes related to such Party's financial condition, and the willful misconduct of the other Party to this Agreement or the default by the other Party to this Agreement). In order for a Party to benefit from an extension of time to perform as a result of a Force Majeure Event, the delayed Party must (a) have provided notice to the other Party of such Force Majeure Event within ten (10) business days after the delayed Party first learns of such event; (b) thereafter periodically keep the other Party reasonably informed by notice of such delays; and (c) have used its commercially reasonable efforts and reasonable due diligence to affect the required performance and overcome the Force Majeure Event. The provisions of this Section shall in no event be applicable with respect to the payment of money by any Party. In the event the Festival is rendered impossible by reason of a Force Majeure Event, and the Festival is cancelled and not rescheduled, SHN shall nevertheless be responsible for one hundred percent (100%) of the portion of the Costs actually incurred by AP for the cancelled Festival for which SHN would otherwise be required to reimburse AP for under this Agreement and upon payment of same, the Fee shall be concurrently returned to SHN along with the unused portion of the Costs, provided, however, that the Parties shall use reasonable efforts to mitigate such Costs. If only a portion of the Festival is rendered impossible by reason of a Force Majeure Event, then the Fee shall be equitably abated. In the event of cancellation of all or any portion of the Festival, both Parties will use commercially reasonable efforts to re-schedule.

15. **Notices.** Except as otherwise expressly provided in this Agreement, any and all notices or other communication required or permitted under or pursuant to this Agreement shall be in writing and shall be delivered either by certified or registered mail, return receipt requested, postage prepaid by United States mail, addressed to a Party at its address as set forth herein, in the case of SHN, Attention: **Tim Sweetwood** (see below). All notices shall be deemed delivered as follows: (1) upon actual receipt thereof if personally delivered; or (2) if mailed by regular mail, on the third day following deposit in the United States mails as provided above; or (3) if sent via electronic communication (e-mail), immediately upon successful transmission of the e-mail communication; or (4) if sent by facsimile, immediately upon confirmation of successful transmission of the facsimile. Any Party may change the address at which it receives notices by notifying the other Party of such change in the manner provided herein.

Copies of any notices sent to SHN shall be sent to:

Tim Sweetwood, C3 Presents
 634 N. Highland Ave., NE
 Atlanta, GA 30306
 Cell #: (404) 433-4585
 E-mail address: Tsweetwood@c3presents.com

Copies of any notices sent to AP shall be delivered to the AP City Manager at the following address:

City Manager Michael Capabianco
 City of Asbury Park
 One Municipal Plaza
 Asbury Park, New Jersey 07712
 Fax # (732) 502-5755
 Cell # (610) 212-4920
 E-mail address: michael.capabianco@cityofasburypark.com

Copies of any notices sent to AP shall also be sent to:

Deputy City Manager/Fire Chief Kevin Keddy
 Asbury Park Fire Department
 800 Main Street
 Asbury Park, New Jersey 07712
 Cell # (848) 207-0534
 E-mail address: kevin.keddy@cityofasburypark.com

Ansell Grimm & Aaron, P.C.
 1500 Lawrence Avenue
 Ocean, New Jersey 07712
Attention: Frederick C. Raffetto, Esq.
 Fax #: (732) 645-8967
 Cell #: (732) 239-8547
 E-mail address: fcra@ansellgrimm.com

In addition, for purposes of "Emergency Notices," the parties shall contact each other telephonically and via e-mail as follows:

Tim Sweetwood, C3 Presents
 634 N. Highland Ave., NE
 Atlanta, GA 30306
 Cell #: 404-433-4585
 E-mail address: Tsweetwood@c3presents.com

AP:
 Deputy Police Chief David Kelso
 Cell # (732) 904-7370
 E-mail address: DAVID.KELSO@CITYOFASBURY PARK.COM

Fire Chief Kevin Keddy
 Cell # (848) 207-0534
 E-mail address: kevin.keddy@cityofasburypark.com

City Manager Michael Capabianco
 Cell # (610) 212-4920
 E-mail address: michael.capabianco@cityofasburypark.com

16. **Civil Rights.** SHN and AP agree not to discriminate against any employees or any applicant for employment based on any category protected under state and federal law, and further agrees to likewise not discriminate for those same reasons against any persons relative to admissions, services or privileges offered to or enjoyed by the general public.

17. **Exhibits.** All exhibits referred to and attached to this Agreement are incorporated herein by this reference. Further, the Parties acknowledge and agree that the areas and configurations depicted in the attached exhibits represent the Parties' intent as of the date of execution of this Agreement, but that the areas depicted in the exhibits are subject to minor modifications, provided such minor modifications are mutually approved by the Parties. The Parties agree to work together and coordinate efforts to effectuate the terms and intent of this Agreement in the case of any minor modifications to the exhibits.

18. **Default.** Each of the following shall constitute a default: (i) a Party makes a general assignment for the benefit of creditors or takes the benefit of any insolvency act, (ii) a Party files a voluntary petition in bankruptcy, whether for the purpose of seeking a reorganization or otherwise, (iii) a receiver or trustee is appointed for a Party or its property, (iv) execution is issued pursuant to a judgment rendered against a Party, which judgment is related in any material respect to this Agreement or is reasonably expected to materially interfere with such Party's ability to perform its obligations hereunder, (v) a Party materially breaches any representation or warranty or defaults in the performance or observance of any of its material obligations or agreements contained herein. In the event of a material default, the non-defaulting Party may, upon delivering by personal delivery or facsimile written notice to the defaulting Party, immediately terminate this Agreement and all of the non-defaulting Party's obligations hereunder if the defaulting Party fails to cure such default within ten (10) business days of receipt of such notice or in the event that such default occurs less than ten (10) business days prior to the Festival, such shorter period of time as may be reasonable under the circumstances, or such shorter period if the Festival is scheduled to occur sooner; provided, that such default is capable of being cured and, provided, further, that if the defaulting Party has commenced action to cure such default, it shall be given a reasonable amount of additional time prior to the Festival, if any, to complete such cure. In the event of a material breach or threatened breach by a Party of any of its agreements or obligations hereunder, the other Party hereto shall have the right to seek an injunction and the right to seek any remedy allowed at law or in equity or otherwise as if entry, summary proceeding or other remedies were not provided for herein as well as the right to terminate this Agreement and all of the non-defaulting party's obligations hereunder if the party in breach fails to cure such breach as provided above. Any expense or damage which a non-defaulting Party may incur or sustain by reason of the defaulting Party's non-compliance

with any of the provisions of this Agreement shall be due and payable by the defaulting Party to the non-defaulting Party pursuant to the provisions hereof.

19. Intentionally omitted.

20. **Requests for Copies of the Agreement Pursuant to OPRA.** SHN recognizes that AP, as a public entity in New Jersey, is subject to the New Jersey Open Public Records Act ("OPRA"), N.J.S.A. 47:1A-1, *et seq.*, as well as the common law right to know. As such, this Agreement shall be considered a public document which shall, upon request, be released in an unredacted format by AP's Municipal Clerk to any requesting party. Therefore, there is no expectation of privacy by SHN to any of the terms and conditions contained in this Agreement, or to the exhibits attached hereto.

21. **Other Provisions.**

(a) This Agreement may not be modified, altered or amended except by a written instrument signed by the Parties hereto. If any covenant, term or provision of this Agreement is deemed to be contrary to law, that covenant, term or provision will be deemed separable from the remaining covenants, terms and provisions of this Agreement and will not affect the validity, interpretation or effect of the remainder of this Agreement. No course of dealing or delay by any Party to this Agreement in exercising any right, power or remedy under this Agreement will operate as a waiver of any right, power or remedy of that Party, and no waiver by a Party of a breach of any provision of this Agreement will not be considered or constitute a waiver of any succeeding breach of the provision or a waiver of the provision itself.

(b) This Agreement will be governed by and construed in accordance with the laws of the State of New Jersey applicable to contracts made and to be performed wholly therein without regard to any principles of conflicts of laws.

(c) The Parties to this Agreement are independent contractors, and no partnership, joint venture or employment relationship between them is intended or created hereby. No Party shall have the right, power or authority to waive any right, grant any release, make any contract or other agreement, or assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the other Party or to bind the other Party in any manner for anything whatsoever or otherwise to act in the name of the other Party except as expressly set forth in this Agreement.

(d) This Agreement embodies the entire agreement and understanding of the Party with respect to the subject matter hereof and supersedes all prior agreements or understandings, oral or written, with respect to the subject matter hereof. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement. Facsimile and/or electronically scanned signatures shall be deemed original for all purposes.

(e) The obligations and duties of set forth in this Agreement shall be binding upon the Parties and their successors and permitted assigns, and the rights of this Agreement shall inure to the benefit of permitted successors and assigns. The Parties agree to take such further acts and to execute such further documents that may be necessary or convenient to carry out the intents and purposes of this Agreement.

(f) Should the Parties determine to enter into subsequent Agreement(s) concerning additional live music events to be held in AP within a period of two (2) years from the date of the within Agreement,

which events are similar to the Festival in size, scope, duration and purpose, then the Parties agree to utilize the within Agreement as a template for such additional events, and further agree that such additional events will be subject to the terms and conditions which are substantially similar to those contained in the within Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the ____ day of _____, 2018.

WITNESS:

The City of Asbury Park

Cindy A. Dye, City Clerk

By: _____
John Moor, Mayor

SHN Festivals, LLC

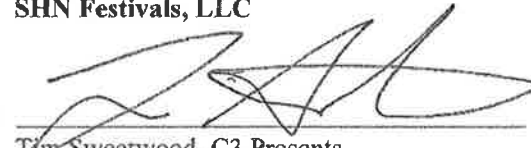
By: 
Tim Sweetwood, C3 Presents
(Title) *President*

Exhibit A
FACILITIES

[See attached]

Attachment: City of Asbury Park Use and License Agreement (Partially Executed) (2018-303 : Sea Hear Now Agreement)

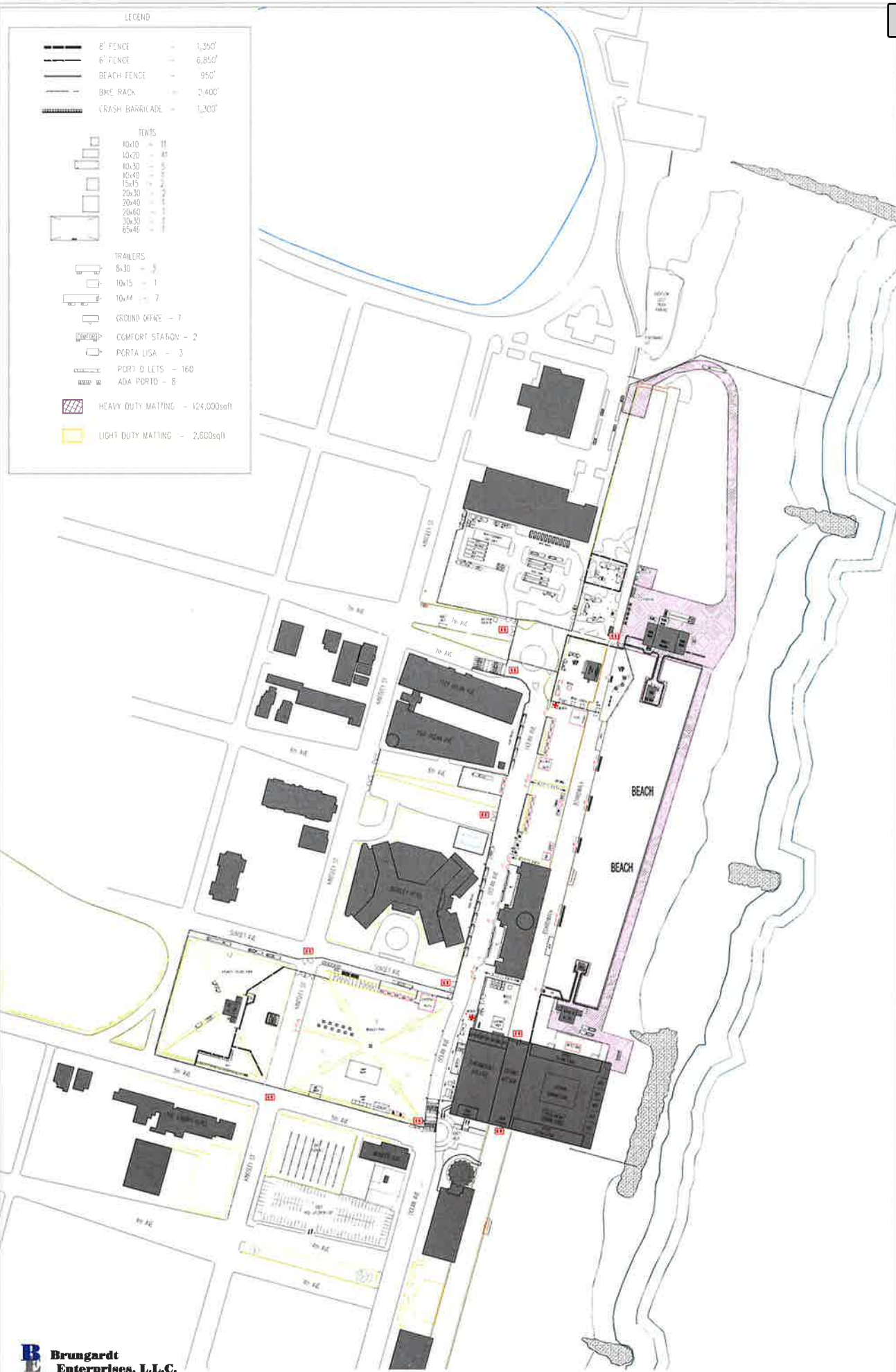


Exhibit A-1**AREAS LICENSED FOR THE SALE AND CONSUMPTION OF ALCOHOL**

[See attached]



Brungardt Enterprises, L.L.C.
"CAD Services for Venues, Festivals and Tents"
888-740-2223

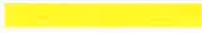
Asbury Park, NJ

SEA
EVENT DATE
REV. 0

Exhibit A-2**STREET CLOSURES**

[See attached]

TRAFFIC PLAN / STREET CLOSURES

	FRIDAY 9:30am
	FRIDAY 11pm
	WEEKENDS - Friday-Monday 9/28-10/01/2018

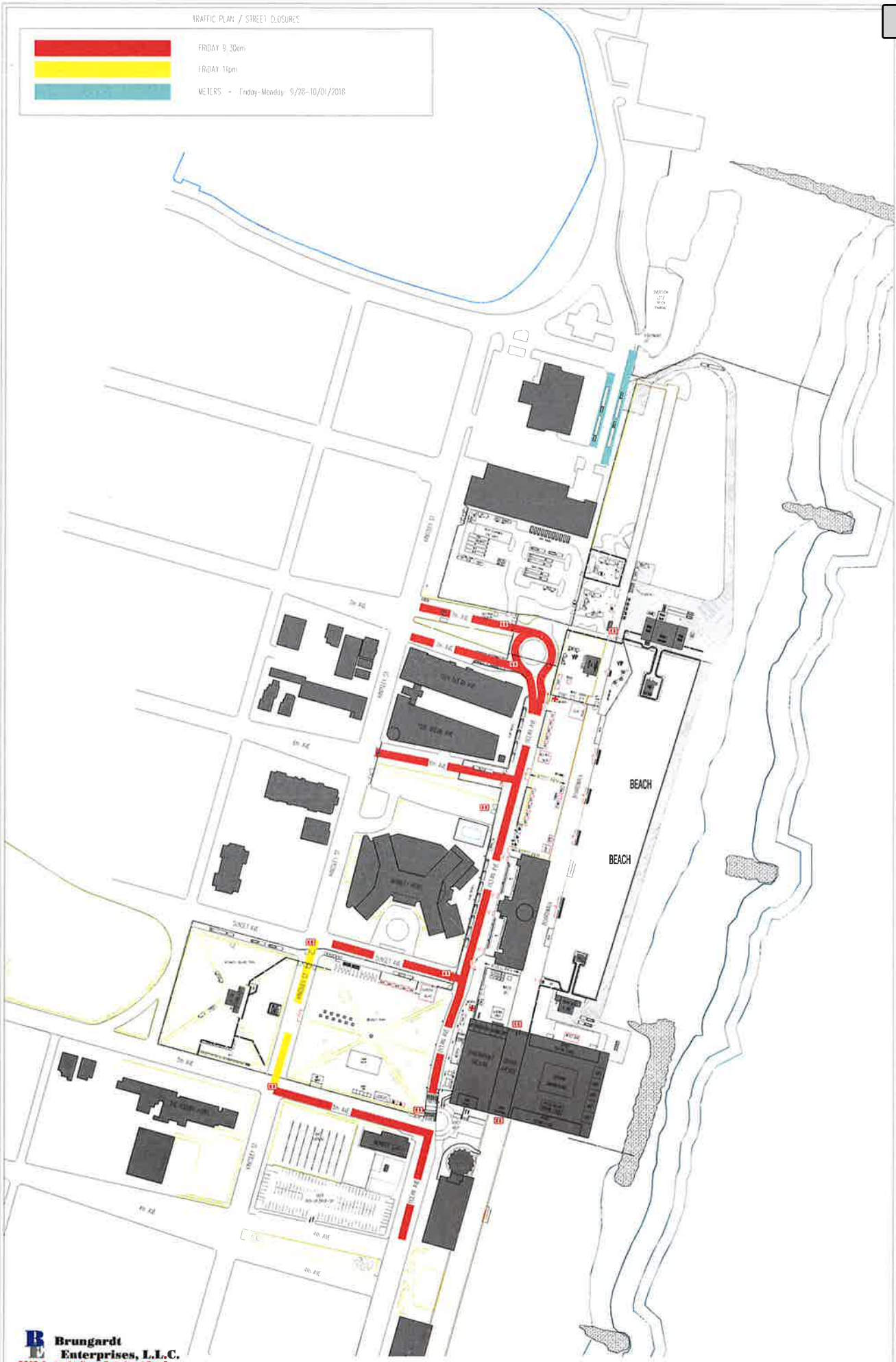


Exhibit A-3
USE SCHEDULE

[See attached]

Attachment: City of Asbury Park Use and License Agreement (Partially Executed) (2018-303 : Sea Hear Now Agreement)

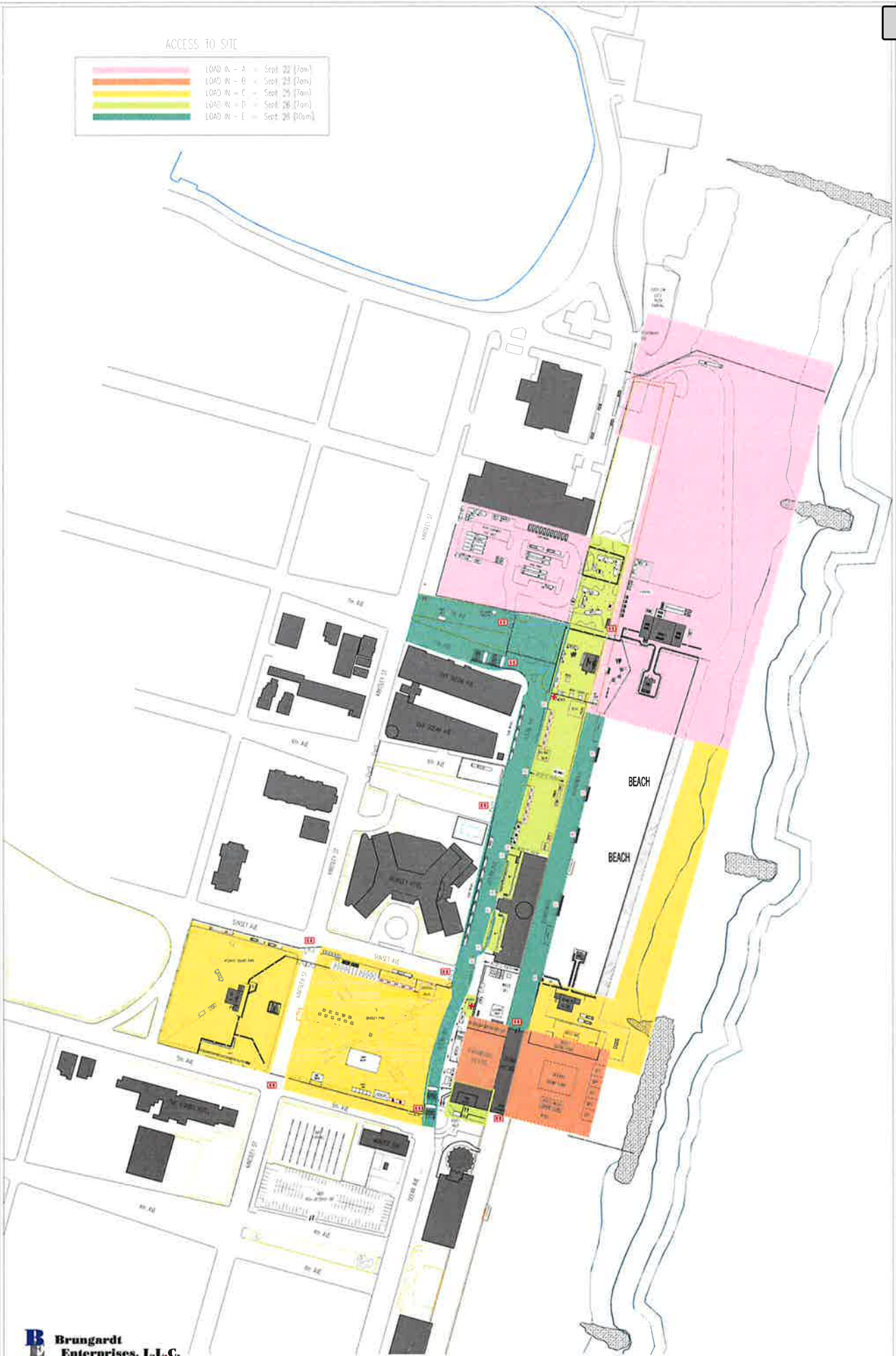


Exhibit B**PERMITS/FEES***

1. **Special Event Permit:** \$5,000.00 (for events over 15,000).
2. **Beach Rental Fee:** \$7,500.00 (9/27-9/29).
3. **Park Rental Fee:** \$7,500.00 (9/27-9/29).
4. **Catering Permit(s):** \$150.00 per day, or fee as required per applicable ABC regulations.
5. **Fire Permit(s):** Permit fees as currently required per applicable City Ordinances and/or New Jersey Uniform Fire Code.
6. **Tent Permit(s):** Permit fees as currently required per applicable City Ordinances and/or New Jersey Uniform Fire Code.
7. **Construction Permit(s):** Fees vary depending upon the size and scope of the intended construction- required for each stage to be constructed. Importantly, engineering drawing(s) must be submitted by the applicant and approved by the Asbury Park Construction Department for each stage. Additionally, each stage must be built to withstand winds of up to 110 miles per hour.
8. **Generator Permit(s):** Fees vary depending upon the size and scope of the stage or structure - required for each stage and/or other applicable structure.
9. **Fence Permit(s):** Fees vary depending upon the size and scope of the intended installation - required for fences over six (6) feet in height.

*The above list does not include any licenses or permits which may be required by any other State, County, or municipal governing body or agency.

Exhibit CESTIMATED CITY SERVICES AND COSTS

**Sea Hear Now Cultural Music & Art Festival
Friday, September 28, 2018 through Sunday, September 30, 2018**

<u>Asbury Park Police Services:</u>	Police Total:	\$81,600.00
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<u>Asbury Park Fire/EMS Services:</u>	Fire/EMS Services Total:	\$50,000.00
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<u>Asbury Park Lifeguard Services:</u>	Lifeguard Total:	\$18,200.00
10-person lifeguard patrol for Saturday, 9/29/18 and Sunday, 9/30/18		

<u>Asbury Park Construction Services:</u>	Construction Total:	\$8,000.00
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Asbury Park DPW Services:

Street Sweeper: \$75.00 per hour for 2-3 hours per night (= \$225.00/night)	\$450.00
Street Sweeper Operator: \$50.00 per hour for 2-3 hours per night (= \$150.00/night)	\$300.00

Front End Loader with Beach Rake:	
\$80.00 per hour for 2-3 hours per night (= \$240.00/night)	\$480.00
Front End Loader Operator: \$50.00 per hour for 2-3 hours per night (= \$150.00/night)	\$300.00

DPW Total:	\$1,530.00
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<u>Asbury Park Legal Services</u>	Legal Total:	<u>\$2,800.00</u>
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GRAND TOTAL:	\$162,130.00
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ADDENDUM A TO USE AND LICENSE AGREEMENT

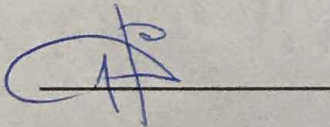
This Addendum A to that certain Use and License Agreement (the "Agreement") by and between the City of Asbury Park and SHN Festivals, LLC ("SHN") dated _____, of which this Addendum A is made a part, hereby supplements and amends the Agreement as follows:

Paragraph 19: ~~Intentionally Omitted~~ Authorized Signatories

SHN represents and warrants that it is majority owned by C3 Presents, with minority shares in SHN held by Shaky Festivals Holdings, LLC and Between the Sets LLC, and that C3 Presents, with a corporate address of 1645 East 6th Street, Austin, Texas 78702, is a wholly owned subsidiary of Live Nation Entertainment, Inc. with a corporate address of 9348 Civic Center Drive, Beverly Hills, CA, 90210-3642

Each of the signatories to the Agreement represents and warrants that they have obtained, through Board, shareholder, managing member, partner or governing body approval, or otherwise possesses, the requisite legal authority to execute the Agreement and hereby intends to and does bind the Party on whose behalf they have provided their signatures, to the terms of the Agreement.

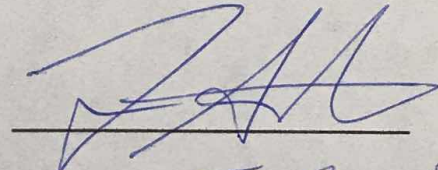
Witness:



Print Name:

Adam Shilans

SHN Festivals, LLC



Print Name:

Tim Sweetwood

President, C3 Presents

Witness:

Print Name:

City of Asbury Park

John Moor, Mayor

Attachment: Addendum A signed 8.19.18 (2018-303 : Sea Hear Now Agreement)

CITY OF ASBURY PARK
ONE MUNICIPAL PLAZA
ASBURY PARK, NJ 07712

PHONE: (732) 775-2100
FAX: (732) 775-0441



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

MICHAEL N. CAPABIANCO, CITY MANAGER
CINDY A. DYE, RMC, CITY CLERK

3 August 2018

Mr. Maverick Smalley, Vice President
Spectrum Catering
27433 Robinson Road
Conroe, Texas 77385

Dear Mr. Smalley:

The City of Asbury Park hereby grants permission to sell and/or distribute alcoholic beverages at the following event:

Purpose/Event: Sea. Hear. Now Festival
Park: Designated Beachfront/Park Area
Dates/Times: Saturday, September 29 and Sunday, September 30, 2018
12:30 PM – 10:30 PM (Event Operation Hours - daily)
Distributed by: Maverick Smalley, Vice President
Spectrum Catering
27433 Robinson Road
Conroe, TX 77385
713-897-8233 / msmalley@spectrumfcs.com

Permission is granted to secure a permit from the State of New Jersey Division of Alcoholic Beverage Control prior to the proposed event. Final concession rights are contingent upon the issuance of a permit by the NJ Alcoholic Beverage Control and completion of all special event requisites. **This is an alcohol-prohibited venue. Special permission has been given by the City of Asbury Park to secure an alcohol permit at this location.**

Attachment: Deputy City Manager Letter (2018-303 : Sea Hear Now Agreement)

Should you need any additional information, please contact Mr. Michael Capabianco, City Manager at 732-502-5753.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Kevin Keddy', with a stylized, flowing script.

D. Kevin Keddy
Deputy City Manager

cc: Mayor & Council
cc: Fred Raffetto, Esq.
cc: Michael Capabianco, City Manager
cc: City Dye, City Clerk
cc: Leesha Floyd, Special Events
cc: File

Attachment: Deputy City Manager Letter (2018-303 : Sea Hear Now Agreement)



RESOLUTION NO. 2018-304

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

AUTHORIZING GRANT APPLICATION TO MONMOUTH COUNTY FOR SENIOR SERVICES

WHEREAS, the Monmouth County Board of Chosen Freeholders through the Monmouth County Department Of Human Services, Division on Aging, Disabilities and Veteran's Services has released a Request for Proposals to develop programs to serve elderly and disabled persons within Monmouth County; and

WHEREAS, the funding for one-year period commencing January 1, 2019, with two (2) one-year renewable options; and

WHEREAS, the City received this grant from 2016 - present and is interested in continuing to provide services to seniors at the Senior Center; and

WHEREAS, this three-year grant requires a twenty-five percent cash match in each of the three years of the contract; and

WHEREAS, the City of Asbury Park wishes to continue to provide services to its senior population through its Multi-Purpose Senior Citizen Center for 2019, 2020, and 2021.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the City of Asbury Park do hereby authorize City Manager or his designee to apply for such grant funding for the continued operation of the City's Multi-Purpose Senior Citizen Center.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2018-304 which was finally adopted by the City Council at a meeting held on the 22nd day of August, 2018

CERTIFIED BY ME THIS 23rd DAY OF August, 2018.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2018-305

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

AUTHORIZING T&M ASSOCIATES TO PROVIDE GRANT ASSISTANCE AND SUPPORT

WHEREAS, the North Jersey Transportation Planning Authority (NJTPA) has announced the grant funding for the Local Safety Program; and

WHEREAS, the City of Asbury Park is interested in applying for said grant funds; and

WHEREAS, T&M Associates technical services are required in an not-to-exceed amount of \$10,000.00 to complete said application; and

WHEREAS, the Chief Financial Officer has certified that funds are available and the Certification is attached to this Resolution; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, awards T&M Associates to provide grant assistance for the NJTPA Local Safety Program in an amount not-to-exceed \$10,000.00.

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

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2018-305 which was finally adopted by the City Council at a meeting held on the 22nd day of August, 2018

CERTIFIED BY ME THIS 23rd DAY OF August, 2018.

CINDY A. DYE
CITY CLERK



YOUR GOALS. OUR MISSION.

ASPKOH-16002

August 16, 2018
(Via email)

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

**Re: Grant Assistance & Support- NJTPA – Local Safety Program
Memorial Drive Signal Improvements
City of Asbury Park, Monmouth County, New Jersey**

Dear Mr. Capabianco:

Per our recent communications and discussions, it is our understanding that the City of Asbury Park intends to submit a grant application to the NJTPA Local Safety Program for Memorial Drive Traffic Signal Improvements.

T&M Associates is pleased to submit this proposal for technical assistance to support the City's Transportation Manager in the preparation of this grant application.

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

SCOPE OF SERVICES:

1. Traffic Count Collection and Coordination \$6,000.00

T&M Associates will provide technical assistance with the coordination and collection of traffic counts at the following three (3) locations:

1. Memorial Drive at Third Avenue
2. Memorial Drive at Fourth Avenue
3. Memorial Drive at Sunset Avenue

2. Application Graphics and Construction Cost Estimates \$4,000.00

T&M Associates will provide graphics support including sketches, aerial photometrics, product cut sheets as well as construction cost estimates to be included in the final grant submission package.

TOTAL COMBINED FEE: \$10,000.00

It is our understanding that the City will prepare the final submission package and include the items prepared by T&M Associates. This proposal is specifically limited to the scope of work outlined above and includes ongoing dialogue with the City. Should any additional planning, survey, engineering



Le: Michael Capabianco
City Manager

Re: Grant Assistance & Support- NJTPA – Local Safety Program
Memorial Drive Signal Improvements
City of Asbury Park, Monmouth County, New Jersey

design, site investigation work or grant administrative services be required above and beyond the original scope of this proposal, T&M will inform the City and obtain written authorization prior to the commencement of additional work. T&M will provide an additional services proposal, if warranted, under separate cover.

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

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

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

Very truly yours,

T&M ASSOCIATES

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

Accepted by:
THE CITY OF ASBURY PARK

Michael Capabianco Date
Asbury Park City Manager

JDH:jdh

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

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RESOLUTION NO. 2018-306

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

AUTHORIZING T&M ASSOCIATES TO PREPARE A NJDOT GRANT APPLICATION

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

WHEREAS, the City of Asbury Park is interested in applying for said grant funds to repave Memorial Drive (Asbury Avenue to 6th Avenue); and

WHEREAS, T&M Associates has submitted a not-to-exceed proposal in the amount of \$3,600.00 to complete and submit the grant application to NJDOT; and

WHEREAS, the Chief Financial Officer has certified that funds are available and the Certification is attached to this Resolution; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, awards T&M Associates to submit a NJDOT grant application to pave Memorial Drive (Asbury Avenue to 6th Avenue) in an amount not-to-exceed \$3,600.00.

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

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2018-306 which was finally adopted by the City Council at a meeting held on the 22nd day of August, 2018

CERTIFIED BY ME THIS 23rd DAY OF August, 2018.

CINDY A. DYE
CITY CLERK



ASPKOH-16002

August 16, 2018
(Via email)

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

**Re: NJDOT Fiscal Year 2018 Municipal Aid Grant Application
Improvements to Memorial Drive (Asbury Avenue to Sixth Avenue)
City of Asbury Park, Monmouth County, New Jersey**

Dear Mr. Capabianco:

As you are aware, the NJDOT has announced the new cycle of grant funding for Fiscal Year 2019. Per our recent communications and discussions, T&M has prepared this task order proposal for the preparation and submittal of the NJDOT Municipal Aid Grant application on behalf of the City of Asbury Park.

It is our understanding that the City of Asbury Park wishes to submit an application for Improvements to Memorial Drive, from Asbury Avenue to Sixth Avenue for this round of grant funding.

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

SCOPE OF SERVICES

T&M Associates will prepare and submit all necessary documents for the FY-2019 Municipal Aid Application including photographs, cost estimates, narratives, etc. All information will be submitted through the NJDOT System for Administering Grants Electronically (SAGE) website.

TOTAL LUMP SUM FEE: \$3,600.00

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

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



Le: Michael Capabianco
City Manager

Re: NJDOT Fiscal Year 2019 Municipal Aid Grant Application
Improvements to Memorial Drive (Asbury Avenue to Sixth Avenue)
City of Asbury Park, Monmouth County, New Jersey

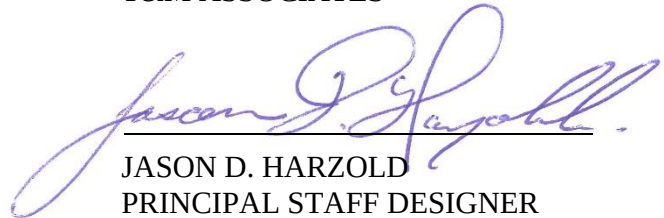
The City of Asbury Park shall be provided with two (2) copies of application plans, reports, and funding applications prepared by T&M Associates at no additional cost. Additional copies of any project reference maps, plans, reports, exhibits, calculations or computations can be provided at the City's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

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

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

Very truly yours,

T&M ASSOCIATES



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

Accepted by:
THE CITY OF ASBURY PARK

Michael Capabianco Date
Asbury Park City Manager

JDH:jdh

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

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RESOLUTION NO. 2018-307

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

AUTHORIZING THE CITY ATTORNEY TO AMEND THE FIREHOUSE VEHICLE BAY LINTEL CONTRACT

WHEREAS, the City of Asbury Park awarded a contract via Resolution 2018-100 to MTB LLC to repair the firehouse vehicle bay doors; and

WHEREAS, there is a need to authorize a Change Order that is over the 20% change order threshold of the New Jersey Local Public Contracts Law and the New Jersey Administrative Code; and

WHEREAS, as per N.J.A.C 5:30-11.9(c)(3) the City Attorney must be first authorized to prepare an amendment to the contract before the Change Order can be adopted; and

WHEREAS, this Resolution authorized the City Attorney to prepare an amendment to the contract.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Asbury park, County of Mayor and State of New Jersey that the City Attorney is authorized to prepare an amendment to the contract with MTB LLC.

NOW, THEREFORE, BE IT RESOLVED that the City Clerk shall provide a copy of this Resolution to the City Manager, City Attorney, CFO, Purchasing Agent, City Engineer, and Deputy City Manager/Fire Chief.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2018-307 which was finally adopted by the City Council at a meeting held on the 22nd day of August, 2018

CERTIFIED BY ME THIS 23rd DAY OF August, 2018.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2018-308

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

RESOLUTION OF SUPPORT FROM LOCAL GOVERNING BODY AUTHORIZING THE SUSTAINABLE JERSEY GRANT APPLICATION

WHEREAS, a sustainable community seeks to optimize quality of life for its residents by ensuring that its environmental, economic and social objectives are balanced and mutually supportive; and

WHEREAS, the City of Asbury Park strives to save tax dollars, assure clean land, air and water, improve working and living environments; and

WHEREAS, The City of Asbury Park is participating in the Sustainable Jersey Program; and

WHEREAS, one of the purposes of the Sustainable Jersey Program is to provide resources to municipalities to make progress on sustainability issues, and they have created a grant program called the Sustainable Jersey Small Grants Program which offers the Gardinier Environmental Fund grant for \$30,000 to purchase solar powered trash cans;

THEREFORE, the City Council of the City of Asbury Park has determined that the City of Asbury Park should apply for the aforementioned Grant.

THEREFORE, BE IT RESOLVED, that the City Council of the City of Asbury Park, State of New Jersey, authorize the submission of the aforementioned Sustainable Jersey Grant and the City Manager or their designee to sign any paperwork associated with the application

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2018-308 which was finally adopted by the City Council at a meeting held on the 22nd day of August, 2018

CERTIFIED BY ME THIS 23rd DAY OF August, 2018.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2018-309

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

AUTHORIZING CHANGE ORDER NUMBER 1 FOR THE SPRINGWOOD AND ATKINS TRAFFIC SIGNAL UPGRADE PROJECT

WHEREAS, the City Council of Asbury Park and JC Contracting are parties to a contract for the Firehouse Lintel Project via Resolution 2018-99; and

WHEREAS, the original contract amount approved by the City Council was in the sum of Two Hundred Sixty-Four Thousand Six Hundred Nine Dollars and 00/100 cents (\$264,609.00); and

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

WHEREAS, the Change Order #1 is for a deduction and increase of as-built quantities; and

WHEREAS, this change order reflects the costs activities as attached in the letter dated August 9, 2018 by T&M Associates outlining the scope and cost of services; and

WHEREAS, the City Engineer (T&M Associates) on the Project recommended that Change Order No. 1 be authorized to complete the Project; and

WHEREAS, the execution of Change Order No. 1 will not substantially change the quality or character of the items or work to be provided, inasmuch as such would not have been a determining factor in the original bidding; and

WHEREAS, the execution of Change Order No. 1 will not cause the originally awarded contract price to be exceeded by more than 20% ;and

WHEREAS, the Chief Financial Officer has provided to the Governing Body a certificate in writing pursuant to N.J.A.C. 5:34-2 that funds are available to pay for the subject matter of this Resolution; and funds are available in account C-04-55-998-169-004 and the maximum dollar value of the pending change order is as set forth in the resolution.

WHEREAS, said certification has designated specifically the line item appropriation(s) of the official budget to which the contract will be officially charged.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Asbury park, County of Mayor and State of New Jersey that the this Change Order #1 shall not exceed \$0.00; and

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2018-309 which was finally adopted by the City Council at a meeting held on the 22nd day of August, 2018

CERTIFIED BY ME THIS 23rd DAY OF August, 2018.

CINDY A. DYE
CITY CLERK

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

SHEET NO. 1 OF 2
PROJECT NO. ASPK-00754

CHANGE ORDER NO. 1

DATE: August 9, 2018

PROJECT: Intersection Improvements at Springwood Avenue and Atkins Avenue

OWNER: City of Asbury Park

CONTRACTOR: J.C. Contracting, Inc.

DESCRIPTION OF CHANGE:

REDUCTIONS:

Item 1 is reduced to reflect current as-built quantity.

EXTRA:

Various items are increased to reflect current as-built quantities.

SUPPLEMENTARY:

APPROVAL RECOMMENDED:

THOMAS N. A. BAI, A.R.D. P.E.

ACCEPTED:

CONTRACTOR: J.C. Contracting, Inc.

OWNER'S APPROVALS:

SEE ATTACHED DETAIL	ADDITIONAL	REDUCTION
A. TOTAL REDUCTIONS THIS C.O.	XXXXXXXXXXXX	\$6,053.30
B. TOTAL EXTRAS THIS C.O.	\$6,053.30	XXXXXXXXXXXX
C. TOTAL SUPPLEMENTARY THIS C.O.	\$0.00	XXXXXXXXXXXX
TOTALS THIS C.O.	\$6,053.30	\$6,053.30
NET CHANGE THIS CHANGE ORDER		
PREVIOUS CHANGE ORDERS	\$0.00	\$0.00
TOTAL CHANGE ORDERS TO DATE	\$6,053.30	\$6,053.30
NET CHANGE IN CONTRACT		

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

ORIGINAL CONTRACT BID PRICE \$264,609.00

CHANGE ORDERS TO DATE 0.00%

REVISED CONTRACT PRICE \$264,609.00



RESOLUTION NO. 2018-310

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

RESOLUTION AUTHORIZING CHANGE ORDER NUMBER 3 FOR THE FIREHOUSE LINTEL PROJECT

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

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

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

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

WHEREAS, Change Order #2 was for a reduction in the contract amount of \$2,733.35 and authorized as per Resolution 2018-261; and

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

WHEREAS, the execution of Change Order No. 3 will substantially change the quality or character of the items or work to be provided, inasmuch as such would not have been a determining factor in the original bidding as it will exceed the originally awarded contract price of 20%; and

WHEREAS, the proposed Change Order No. 3 is an amount of \$15,000.16 and would result in a net increase of the original contract percent of 36.5%; and

WHEREAS, as per N.J.A.C 5:30-11.9(c)(1) the appropriate affadavit is attached to this Resolution; and

WHEREAS, as per N.J.A.C 5:30-11.9(c)(2) the City Engineer's statement is attached to this Resolution; and

WHEREAS, as per N.J.A.C 5:30-11.9(c)(3) the City Attorney has been authorized to amend the contract; and

WHEREAS, as per N.J.A.C 5:30-11.9(c)(6) the City Clerk acting on behalf of the governing body shall cause to be printed once, in an official newspaper, a brief notice indicating the additional amount to be expended, the original contract price, the nature of the original and additional work and why it is necessary to expend the additional funds. A copy of the advertisement shall also be filed with the Clerk and be available for inspection by the public; and

WHEREAS, as per N.J.A.C 5:30-11.9(d) the City Clerk shall report to the Director on an appendix to the contracting unit's annual budget all change orders from the previous fiscal year which exceeded the 20 percent limitation and a summary of the report shall be included as supplemental material in the annual audit; and

WHEREAS, the Chief Financial Officer has provided to the Governing Body a certificate in writing pursuant to N.J.A.C. 5:34-2 that funds are available to pay for the subject matter of this Resolution; and funds are available in account 8-01-55-001-000-026 and the maximum dollar value of the pending change order is as set forth in the resolution.

WHEREAS, said certification has designated specifically the line item appropriation(s) of the official budget to which the contract will be officially charged.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Asbury park, County of Mayor and State of New Jersey that the this Change Order #3 in accordance with the terms and conditions describe herein.

NOW, THEREFORE, BE IT RESOLVED that the City Clerk shall provide a copy of this Resolution to the City Manager, City Attorney, CFO, Purchasing Agent, City Engineer, and Deputy City Manager/Fire Chief.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2018-310 which was finally adopted by the City Council at a meeting held on the 22nd day of August, 2018

CERTIFIED BY ME THIS 23rd DAY OF August, 2018.

CINDY A. DYE
CITY CLERK



ASPK-00755

August 2, 2018
(Via email)

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

**Re: Replacement of Fire House Vehicle Bay Door Lintels
City of Asbury Park
Additional work recommendation**

Dear Mr. Capabianco:

The above referenced project is nearing completion. During the rehabilitation of the two bay door lintels, it was also noted that the smaller bay door along the south elevation, immediately adjacent the rehabilitated doors, is showing signs of severe deterioration.

Displacement of the plaster infill along the front face of the lintel and deterioration of the timber door framing below the lintel can be clearly observed. The deterioration is similar in nature to the condition of the two larger lintels which were just repaired.

As the contractor is on site, and his workmanship has been excellent, we would recommend that the smaller lintel position be opened for observation/inspection as was done at the two repaired positions. If the lintel is deteriorated, as is anticipated, we would recommend that it be replaced in the same manner.

The contractor has submitted a proposal for the City's consideration to replace the smaller lintel. The cost of the replacement would exceed the 20% limit to increase the contracted amount via change order, however, would still be below the allowable public bid threshold limits should the City wish to engage him directly as a separate contract for the repair.

Awarded contract amount:	\$28,100
20% limit:	\$5,620
Proposed additional work:	\$15,000.16
Anticipated Contract Deductions (unused items):	(- \$4,733.35)
Net Cost of Proposed additional work above original contract:	\$10,266.81 (36.5%)
Public Bid Threshold (With QPA)	\$40,000

As the awarded project and the proposed additional repairs would still be below the Engineers Construction Cost Estimate of \$55,600, we would recommend replacement of the lintel in the same manner as was done with the two adjacent lintels.



Le: Michael N. Capabianco, City Manager

Re: Rehabilitation of Vehicle Bay Door Lintels
Additional Work Recommendation

In addition, there is sufficient project management and construction inspection budget remaining to oversee this additional work with no increase to T&M Associates' fee.

Please advise if the City wishes to proceed with this additional work. If you should have any questions, please contact me directly.

Very truly yours,

T&M ASSOCIATES

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

CAB:JDH;jdh

Enclosures

Cc: Kevin Keddy, Fire Chief (via email)
Tracy Lizardi, QPA (via email)
JoAnn Boos, CFO (via email)



Le: Michael N. Capabianco, City Manager
Re: Rehabilitation of Vehicle Bay Door Lintels
Additional Work Recommendation



Bay door #1 left of the two repaired bay door lintel positions.



Bay door #1 with cracked/displaced plaster finish and deteriorated timber door framing.

CITY OF ASBURY PARK
ONE MUNICIPAL PLAZA
ASBURY PARK, NJ 07712

PHONE: (732) 775-2100
FAX: (732) 775-0441



CITY COUNCIL

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

MICHAEL N. CAPABIANCO, CITY MANAGER
CINDY A. DYE, RMC, CITY CLERK

To: Mayor Moor
Asbury Park City Council
City Clerk
CFO
Purchasing Agent
City Attorney
Deputy City Manager/Fire Chief

From: Michael Capabianco, City Manager

Re: Change-order exceeding 20%; Required affidavit

Date: August 12, 2018

As per N.J.A.C 5:30-11.9(c) **Procedures for change orders which exceed 20 percent limitation** the Chief Executive Officer is required to submit an affidavit when a proposed Change Order exceeds 20%. In regards to the Firehouse Vehicle Bay Door Lintels the City Engineer is requesting a Change Order that will exceed 20% of the contract award. This is due to finding interior issues with the other third door that was unknown of the time of the bid and only visible when work had begun. It is requested that a Change Order be authorized by Resolution to allow for the lintel to be repaired; following the requirements as per N.J.A.C 5:30-11.9. The City has budgeted the funding for this as you will recall that the bid project came in dramatically under the Engineer's cost estimate; a further breakdown is provided in the Engineer's letter.



RESOLUTION NO. 2018-311

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

**RESOLUTION OF SUPPORT AUTHORIZING A NEW JERSEY DEPARTMENT OF
TRANSPORTATION SAFE ROUTES TO SCHOOL PROGRAM GRANT
APPLICATION**

WHEREAS, The City of Asbury Park is applying for funding to install traffic calming measures and traffic signal improvements along the school route for the Bradley School within the City of Asbury Park; and

WHEREAS, the project will help to continue and improve the promotion and encouragement of pedestrian and bicycle access and safety for school children and residents; and

WHEREAS, maintenance of the facilities, once constructed, will be assumed by The City of Asbury Park;

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council of The City of Asbury Park, in the County of Monmouth and State of New Jersey, that the Mayor and City Council hereby supports the submission of a grant application for the Safe Routes to School Program within the State of New Jersey Department of Transportation and authorizes the City Manager to execute any and all documents necessary and related to the submission of said grant application or grant agreement.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2018-311 which was finally adopted by the City Council at a meeting held on the 22nd day of August, 2018

CERTIFIED BY ME THIS 23rd DAY OF August, 2018.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2018-312

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

RESOLUTION OF THE CITY OF ASBURY PARK AUTHORIZING THE EXECUTION OF AN AGREEMENT TO TERMINATE THE REDEVELOPER AGREEMENT DATED JANUARY 12, 2011 BETWEEN THE CITY OF ASBURY PARK AND SPRINGWOOD COMMONS, LLC (BLOCK 903, LOTS 1.01, 1.02, 2, 3, 4, 5 AND 6)

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq., as amended and supplemented (the “Act”), authorizes municipalities to participate in the redevelopment and improvement of areas that are in need of redevelopment or rehabilitation; and

WHEREAS, in order to stimulate redevelopment, the City of Asbury Park (the “City”), by resolution, designated certain properties within the City as areas in need of redevelopment in accordance with the Act (the “Redevelopment Area”); and

WHEREAS, on February 6, 2008, the City Council adopted Ordinance No.2862 (the "Ordinance") establishing, pursuant to the Act, a plan (the "Springwood Avenue Redevelopment Plan" or the “Plan”) for the redevelopment of Springwood Avenue; and

WHEREAS, on December 1, 2010, the City Council then adopted a Resolution designating Springwood Commons, LLC as the redeveloper for the Properties known as Block 97, Lots 1, 2, 3, 46, 47, 48, and 49 and currently designated on the official tax map as Block 903, lots 1.01, 1.02, 2, 3, 4, 5 and 6 (the “Project Properties”), which are located in the Springwood Avenue Redevelopment Area and are subject to the Plan, and authorizing the Mayor to execute a Redeveloper Agreement with Springwood Commons, LLC (the “Redeveloper Agreement”), which provided for the Redevelopment of the Project Properties; and

WHEREAS, the City is the owner of that part of the Project Properties known as Block 97, Lot 1 (the “City Property”), and the Redeveloper is the owner of the remaining Project Properties; and

WHEREAS, the Redeveloper Agreement was fully executed on January 12, 2011; and

WHEREAS, pursuant to an undated Amended Purchase and Sale Agreement, (“PSA”) annexed to the Redeveloper Agreement as Exhibit C, the Redeveloper was to purchase the City Property to be included as part of the Project; and

WHEREAS, although the Redeveloper Agreement and the PSA have been fully

executed, the sale of the City Property was never effectuated; and

WHEREAS, the redevelopment of the Project Properties has not yet commenced; and

WHEREAS, the Redeveloper and the City now wish to terminate the Redeveloper Agreement and the Amended Purchase and Sale Agreement; and

WHEREAS, termination of the Redeveloper Agreement and Amended Purchase and Sale Agreement is in the best interest of the Parties and will facilitate the ability of the City to implement the purposes of the Act and the Redevelopment Plan.

NOW, THEREFORE BE IT RESOLVED, the Council of the City of Asbury Park as follows:

1. The City Manager is hereby authorized to execute an Agreement Terminating the Redeveloper Agreement dated January 12, 2011, Between the City of Asbury Park and Springwood Commons, LLC, in a form substantially as that attached hereto as Attachment A.
2. Staff and consultants to the City are hereby authorized and directed to take all other administrative actions to implement this Resolution as are necessary and appropriate to accomplish its goals and intent.
3. This Resolution shall be effective immediately.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2018-312 which was finally adopted by the City Council at a meeting held on the 22nd day of August, 2018

CERTIFIED BY ME THIS 23rd DAY OF August, 2018.

CINDY A. DYE
CITY CLERK

**AGREEMENT TO TERMINATE THE REDEVELOPER AGREEMENT DATED
JANUARY 12, 2011, BETWEEN THE CITY OF ASBURY PARK AND SPRINGWOOD
COMMONS, LLC**

This Agreement to Terminate Redeveloper Agreement (the “Agreement”) is entered into this ____ day of _____, 2018, by and between the CITY OF ASBURY PARK, (the “City”) a municipal corporation of the State of New Jersey, having an address of One Municipal Plaza, Asbury Park, New Jersey 07712, and SPRINGWOOD COMMONS, LLC (the “Redeveloper”), having its principal offices located at 104 Union Avenue, Manasquan, New Jersey 08736 (together, the “Parties”).

RECITALS

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq., as amended and supplemented (the “Act”), authorizes municipalities to participate in the redevelopment and improvement of areas that are in need of redevelopment or rehabilitation; and

WHEREAS, in order to stimulate redevelopment, the City, by resolution, designated certain properties within the City of Asbury Park as areas in need of redevelopment in accordance with the Act (the “Redevelopment Area”); and

WHEREAS, on November 15, 1999, following the requisite study and project report by the Planning Board, the Mayor and City Council of the City of Asbury Park (the "City") adopted a Resolution determining that the neighborhood within the City bounded on the east by Atkins Avenue from Springwood Avenue to the City limits at Neptune Township, bounded on the west by the City limits at Neptune Township, bounded on the north by Springwood Avenue from

Atkins Avenue to the City limits at Neptune Township and bounded on the south by the City limits at Neptune Township was "an area in need of redevelopment" in accordance with N.J.S.A. 40A: 12A-5 (the "STARS Redevelopment Area"); and

WHEREAS, on February 6, 2008, the City Council adopted Ordinance No.2862 entitled "Ordinance Of The Mayor And Council Of The City Of Asbury Park, County Of Monmouth, State Of New Jersey Adopting The Springwood Avenue Redevelopment Plan Relating To The Springwood Avenue Redevelopment Area And Certain Parcels Within The S.T.A.R.S. Redevelopment Area" (the "Ordinance") establishing, pursuant to the Act, a plan (the "Springwood Avenue Redevelopment Plan" or the "Plan") for the redevelopment of Springwood Avenue, including portions of the STARS Redevelopment Area; and

WHEREAS, on December 1, 2010, the City Council then adopted a Resolution designating Springwood Commons, LLC as the redeveloper for the Properties formally known as Block 97, Lots 1, 2, 3, 46, 47, 48, and 49 and currently designated on the official tax map as Block 903, lots 1.01, 1.02, 2, 3, 4, 5 and 6 (the "Project Properties"), which are located in the Springwood Avenue Redevelopment Area and are subject to the Plan, and authorizing the Mayor to execute a Redeveloper Agreement with Springwood Commons, LLC (the "Redeveloper Agreement"), which provided for the Redevelopment of the Project Properties; and

WHEREAS, the City is the owner of that part of the Project Properties then known as Block 97, Lot 1 and currently designated on the official tax map as Block 903, lot 1.01 (the "City Property"), and the Redeveloper is the owner of the remaining Project Properties; and

WHEREAS, the Redeveloper Agreement was fully executed on January 12, 2011; and

WHEREAS, the Redeveloper Agreement provided for the redevelopment of the Project Properties by the construction of a 5,881 square foot, three (3) story mixed use structure consisting of 5,881 square feet of commercial space on the first floor and sixteen (16) affordable residential units on the upper floor(s), consisting of ten (10), three (3) bedroom units and six (6), two (2) bedroom units and related parking and site plan improvements (the “Project”); and

WHEREAS, pursuant to an undated Amended Purchase and Sale Agreement, (“PSA”) annexed to the Redeveloper Agreement as Exhibit C, the Redeveloper was to purchase the City Property to be included as part of the Project; and

WHEREAS, although the Redeveloper Agreement and the PSA have been fully executed, the sale of the City Property was never effectuated; and

WHEREAS, the redevelopment of the Project Properties has not yet commenced; and

WHEREAS, the Redeveloper and the City now wish to terminate the Redeveloper Agreement and the Amended Purchase and Sale Agreement.

NOW THEREFORE, in consideration of the promises and provisions in this Agreement, and for the benefit of both of the Parties hereto and the general public and to implement the purposes of the Act and the Redevelopment Plans, each as may be applicable, the City, and Springwood Commons LLC, agree as follows:

1. **De-designation of Redeveloper** Effective immediately upon the execution of this Agreement, Springwood Commons, LLC shall no longer be the designated Redeveloper of any of the Project Properties.

2. **Termination of Redeveloper Agreement.** Effectively immediately upon the execution of this Agreement, the Redeveloper Agreement entered into by the Parties on January 12, 2011, is hereby terminated by mutual consent.

3. **Termination of Amended Purchase and Sale Agreement.** Effectively immediately upon the execution of this Agreement, the Amended Purchase and Sale Agreement entered into by the Parties is hereby terminated by mutual consent.

4. **Mutual Releases.** The Parties release, waive, discharge, and give up any and all claims or rights each may have against the other, and their respective successors, assigns, affiliates, board members, officers, directors, employees, agents and representatives, including but not limited to any claims, whether known or unknown, that either of them asserted or could have asserted against each other, with respect to the acquisition of the City Property and redevelopment of the Project Properties. The parties acknowledge that this Agreement is a full and final resolution of any claims relating to the acquisition of the City Property and redevelopment of the Project Properties and, except to enforce the terms of this Agreement, the parties represent and warrant that they will not assert any claims, institute any lawsuits, or commence any other proceedings against one another with respect to the acquisition of the City Property and redevelopment of the Project Properties or to obtain reimbursement of costs, to recover money damages, or to obtain any other form of relief arising from or otherwise related to the acquisition and redevelopment of the Project Properties and the Redeveloper Agreement and the Amended Purchase and Sale Agreement

5. **Interpretation and Governing Law.** This Agreement and all questions of its interpretation, performance, enforcement and the rights and remedies of the parties hereto shall be determined in accordance with the substantive laws of the State of New Jersey.

6. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7. **Background/Recitals.** The Background set forth above is incorporated herein by reference and is made a part of this Agreement.

8. **Entire Agreement.** This Agreement contains and constitutes the entire understanding and agreement between the Parties hereto and supersedes and cancels all previous negotiations, agreements, commitments and representations, either oral or written, between the Parties hereto with respect to the subject matter hereof. The terms of this Agreement are contractual and not a mere recital. This Agreement may not be changed orally but only by an agreement in writing, duly executed by each of the parties to this Agreement.

9. **Severability.** Should any clause of this Agreement be found to be in violation of law, or ineffective or barred for any reason whatsoever, the remainder of the Agreement shall be in full force and effect.

10. **Authority.** The parties hereto represent and warrant to each other that each has the full right and authority to enter into this Agreement and that the person signing this Agreement has the requisite authority to act.

[Signature Page Follows]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the undersigned have executed and sealed this Agreement on the date first set forth above.

WITNESS/ATTEST

SPRINGFIELD COMMONS, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

WITNESS/ATTEST

CITY OF ASBURY PARK

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Vincent H. Gifford

Attorney at Law

**P.O. Box 525
Spring Lake, NJ 07762-0525
Telephone/Fax (732) 776-5294
Cell (732) 682-4967**

August 13, 2018

Michelle Alonso
Director of Planning and Redevelopment
City of Asbury Park
1 Municipal Plaza
Asbury Park, NJ 07712

RE: Springwood Commons
1320 Springwood Ave.
Developers Agreement

Dear Michelle:

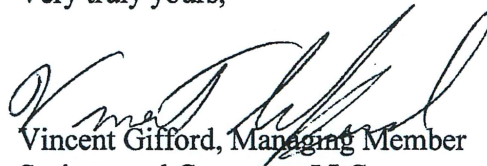
I am the Managing Member for Springwood Lake LLC.

This will inform you that we are forgoing the Developers Agreement with the City of Asbury Park on the referenced property.

Please forward the Resolution for de-designation to the Council for action at the next City Council meeting.

Thank you for your anticipated cooperation in this matter

Very truly yours,


Vincent Gifford, Managing Member
Springwood Commons LLC

Attachment: Gifford letter 2018 (2018-312 : Termination of agreement between Asbury Park and Springwood Commons LLC)

Execution Copy

REDEVELOPER AGREEMENT BY AND BETWEEN

THE CITY OF ASBURY PARK

AND

Springwood Commons, Limited Liability Company

Dated: 12/12 1/12, 2010

Attachment: fully_executed_redev_agreement_springwood_commons (2018-312 : Termination of agreement between Asbury Park and

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EXHIBIT G – FORM OF CERTIFICATE OF COMPLETION

EXHIBIT H – DECLARATION OF COVENANTS AND RESTRICTIONS

REDEVELOPER AGREEMENT

THIS REDEVELOPER AGREEMENT made this 18th day of January, 2018
by and between

THE CITY OF ASBURY PARK (the "City"), a municipal corporation of the State of New Jersey, 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;

AND

Springwood Commons L.L.C. ("Developer"), with principal offices located at 104 Union Avenue, Manasquan, NJ 08736, ATTN: Robert Nicholson

WITNESSETH

WHEREAS, on November 15, 1999, following the requisite study and project report by the Planning Board, the Mayor and City Council of the City of Asbury Park (the "City") adopted a Resolution determining that the neighborhood within the City bounded on the east by Atkins Avenue from Springwood Avenue to the City limits at Neptune Township, bounded on the west by the City limits at Neptune Township, bounded on the north by Springwood Avenue from Atkins Avenue to the City limits at Neptune Township and bounded on the south by the City limits at Neptune Township was "an area in need of redevelopment" in accordance with N.J.S.A. 40A:12A-5 (the "STARS Redevelopment Area"); and

WHEREAS, on February 6, 2008, the City Council adopted Ordinance No.2862 entitled "Ordinance Of The Mayor And Council Of The City Of Asbury Park, County Of Monmouth, State Of New Jersey Adopting The Springwood Avenue Redevelopment Plan Relating To The Springwood Avenue Redevelopment Area And Certain Parcels Within The S.T.A.R.S. Redevelopment Area" (the "Ordinance") establishing, pursuant to the Act, a plan (the "Springwood Avenue Redevelopment Plan") for the redevelopment of Springwood Avenue, including portions of the STARS Redevelopment Area; and

WHEREAS, several of the properties situated in the STARS Redevelopment Area and subject to the jurisdiction of the Springwood Avenue Redevelopment Plan are Block 97, Lots 1, 2, 3, 46, 47, 48 & 49 (the "Project Property") and such parcels have been assembled by the Developer for the purpose of constructing a 5,881 square foot, three (3) story mixed use structure consisting of 5,881 square feet of commercial space on the first floor and sixteen (16) affordable residential units on the upper floor(s), consisting of ten (10), three (3) bedroom units and six (6), two (2) bedroom units and related parking and site plan improvements (all as more particularly set forth in a resolution of the Planning Board of the City attached hereto as Exhibit B, the "Project")

WHEREAS, the City desires to see completion of the Project as soon as practicable and to see the Project succeed so that the residents, businesses, and property-owners in the STARS Redevelopment Area may benefit because of the substantial reinvestment in one of the City's historic neighborhoods; and

WHEREAS, the City and Developer desire to enter into this Redeveloper Agreement, in accordance with the Springwood Avenue Redevelopment Plan and the Act, with respect to the Project to ensure the success of 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 Redeveloper Agreement the following terms shall have the meanings 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 or unduly delayed," except as otherwise specified. All references to Sections, Articles or Exhibits shall refer to Sections, Articles or Exhibits in this Redeveloper Agreement unless otherwise specified.

"Act" shall mean the New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq.

"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 Municipal 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.

"Building Permit" shall mean a building permit issued by or on behalf of the City for the Project Building.

"Certificate of Completion" shall mean the Certificate of Completion as set forth in Section 4.01.

"Certificate of Occupancy" shall mean a temporary or permanent certificate of occupancy as defined in the applicable section of the municipal code of the City and the applicable provisions of the Uniform Construction Code.

"City" shall mean the City of Asbury Park with principal offices at 1 Municipal Plaza, Asbury Park, New Jersey 07712.

"City Costs" shall mean all reasonable and necessary costs and expenses of the City incurred in negotiation of this Redeveloper Agreement, including actual costs of counsel and any planning professionals but excluding the fees of counsel and planning professionals and fees or

deposits required by the City for Government Approvals or other agreements relating to the Project, provided that such costs shall not exceed \$15,000.

“City Council” shall mean the Mayor and City Council of the City of Asbury Park.

“City Property” shall mean Block 97, Lot 1 within the City, which has an appraised value of \$48,100 and will be sold for nominal consideration by the City to the Developer pursuant to the Purchase and Sale Agreement.

“COAH” means The Council on Affordable Housing of the State established by the *Fair Housing Act of 1985*, as same may be amended or superseded from time to time.

“COAH Regulations” means the third round substantive rules (*N.J.A.C. 5:94*) and procedural rules (*N.J.A.C. 5:95*) which became effective on December 20, 2004 as they same may be superseded, amended or readopted from time to time.

“Community Benefits Statement” shall mean the benefits that shall be created by the Project and which accrue to the benefits of citizens of the City, as set forth on Exhibit D.

“Completion of Construction” and **“Complete Construction”** shall mean the completion of the Project Building in accordance with the Planning Board Approvals sufficient for issuance of Certificates of Occupancy for retail/commercial and residential units of the Building, subject to (i) completing minor conditions of the Governmental Approvals; and (ii) installation of landscaping, final fixtures, and floor coverings.

“Declaration of Restrictions” shall mean the filing with the office of the Monmouth County Clerk of a document substantially in the form attached hereto as Exhibit H to provide a notice of the covenants as set forth in Sections 3.02(a), (b), (c) and (d) of this Redeveloper Agreement; and notice as to the existence of this Redeveloper Agreement by and between the City and Developer.

“Developer” shall mean Springwood Commons, Limited Liability Company, a New Jersey Limited Liability Company with principle offices located at 104 Union Avenue, Manasquan, NJ 08736.

“Effective Date” shall mean the date this Redeveloper Agreement is executed by the City and Developer.

“Event of Force Majeure” shall mean an enforced delay in the performance of such obligations arising from causes beyond Developer’s reasonable control and without its fault and consisting of acts of God, acts of the public enemy, fires, floods, epidemics, quarantine restrictions, freight, energy shortages, embargoes, or delays of subcontractors due to any of the foregoing such causes.

“Financial Agreement” shall mean an agreement related to the Project entered into between the City and an affiliate of the Developer pursuant to the Tax Exemption Laws.

“Financing Commitment” shall mean a commitment, obtained by the Developer, from TICIC, Inc. and the New Jersey Housing and Mortgage Agency to provide financing for the Project.

“Financing Commitment Deadline” shall mean February 1, 2011.

“Governmental Approvals” shall mean all government permits, licenses, consents and approvals, including the Planning Board Approval and any necessary approvals for the development, construction, lease, sale, or occupancy 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.

“Infrastructure Improvements” shall mean the infrastructure requirements as set forth in the Planning Board Approval.

“Local Building Products” shall mean building products, including but not limited to, lumber, sheetrock, plaster, paint, windows, doors, wiring, pipes, conduits and fasteners purchased from a business located within the City for use within the Project.

“Local Labor” shall mean entry-level, apprentice and journeyman level workers in the appropriate building trades as identified by Developer or identified by or on behalf of the City and presented to Redeveloper for employment in constructing the Project.

“Low and Moderate Income Housing” shall mean low and moderate income housing units required to be built pursuant to this Redevelopment Agreement which are “affordable” under the COAH Regulations.

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

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

“Planning Board Approval” shall mean the approval of the Preliminary Site Plan approval granted by the Planning Board on March 9, 2009 and Final Site Plan approval granted and Design Waivers granted by the Planning Board on October 26, 2009 as set forth in a resolution of the planning Board adopted on December 14, 2009.

“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 Redeveloper Agreement.

“Project” shall have the meaning assigned to it in the preamble hereof for the redevelopment of the Project Property in compliance with the terms and conditions set forth in the Applicable Laws, and Government Approvals including the Planning Board Approvals as may be amended from time to time, the Springwood Avenue Redevelopment Plan, and this Redeveloper Agreement.

“Project Documents” shall mean the Springwood Avenue Redevelopment Plan, the Government Approvals and this Redeveloper Agreement.

“Project Building” shall mean the construction on the Project Property of a 5,881 square foot, three (3) story mixed use structure consisting of 5,881 with commercial space on the first floor and sixteen (16) affordable residential units on the upper floor(s), consisting of ten (10), three (3) bedroom units and six (6), two (2) bedroom units and related parking and site plan improvements, all in accordance with Governmental Approvals, as the same made be modified by further action of the Planning Board.

“Project Property” shall mean Block 97, Lots 1 through 3 and 46 through 49, commonly known as 1316-1320 Springwood Avenue within the City.

“Project Site” shall mean the Project Property and the Project Building.

“Purchase and Sale Agreement” shall mean that certain agreement entitled “Purchase and Sale Agreement” by and between the City and the Developer and pertaining to the City Property (a portion of the Project Property) as approved by the City on February 4, 2009, as subsequently amended as authorized by the Mayor and City Council by resolution adopted on December 1, 2010, in substantially the form set forth in Exhibit C.

“Qualified Administrative Agent” shall have the meaning assigned to such term in the COAH Regulations and shall include COAH’s Housing Affordability Service.

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

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

“Springwood Avenue Redevelopment Plan” shall mean the redevelopment plan, dated December 19, 2007 attached hereto as Exhibit A, as the same may be supplemented and amended from time to time.

“STARS Redevelopment Area” shall mean generally a neighborhood within the City bounded on the east by Atkins Avenue from Springwood Avenue to the City limits at Neptune Township, bounded on the west by the City limits at Neptune Township, bounded on the north by Springwood Avenue from Atkins Avenue to the City limits at Neptune Township and bounded on the south by the City limits at Neptune Township, as more particularly identified in the Springwood Avenue Redevelopment Plan and including the Project Property.

“State” shall mean the State of New Jersey.

“Tax Exemption Laws” shall mean either the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq., and the Five Year Exemption and Abatement Law, N.J.S.A. 40A:21-1 et seq., and all subsequent amendments enacted to either law.

“UHAC” shall mean the Uniform Housing Affordability Controls as accepted by COAH.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

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

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

(b) The City is a municipal corporation, duly organized and existing under the laws of the State, that has the legal power, right and authority pursuant to the Act to enter into this Redeveloper 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 Redeveloper 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 Redeveloper 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 Redeveloper Agreement.

(d) This Redeveloper Agreement has been duly executed by the City, and is valid and legally binding upon the City and enforceable in accordance with its terms on the basis of laws presently in effect and the execution and delivery thereof shall not, with due effect and the execution and delivery thereof shall not, with due notice or the passage of time, constitute a default under or violate the terms of any indenture, agreement or other instrument to which the City is a party.

(e) The City represents that to the best of its knowledge and belief, after diligent inquiry, except as set forth in Exhibit E, attached hereto, there is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist which questions the validity of the Springwood Avenue Redevelopment Plan or this Redeveloper Agreement or any action or act taken or to be taken by the City pursuant to the Springwood Avenue Redevelopment Plan or this Redeveloper Agreement.

(f) The uses of the Project Site, as contemplated by this Redeveloper Agreement, are authorized by Applicable Laws and the Springwood Avenue Redevelopment Plan.

2.02 Representations and Warranties of Developer. Developer hereby makes the following representations and warranties:

(a) Developer has the legal capacity to enter into this Redeveloper Agreement and perform each of the undertakings set forth herein and in the Springwood Avenue Redevelopment Plan as of the date of this Redeveloper Agreement.

(b) 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 Redeveloper Agreement and to authorize and direct the persons executing this Redeveloper Agreement to do so for and on Developer's behalf.

(c) To the best of Developer's knowledge and belief, after diligent inquiry, except as set forth in Exhibit F attached hereto, 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 Redeveloper Agreement or any action or act taken or to be taken by Developer pursuant to this Redeveloper Agreement; or (ii) is likely to result in a material adverse change in Developer's property, assets, liabilities or condition which will materially and substantially impair its ability to perform pursuant to the terms of this Redeveloper Agreement.

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

(e) To the best of Developer's knowledge and belief after diligent inquiry all information and statements included in any information submitted to the City and its agents, including but not limited to, McManimon & Scotland, L.L.C., are true and correct in all respects. Developer acknowledges that the facts and representations contained in the information, submitted by Developer are a material factor in the decision of the City to enter into this Redeveloper Agreement.

(f) To the best of their knowledge after diligent inquiry, Developer is not delinquent with respect to any taxes, payments in lieu of tax, service charge, or similar obligations owed to the City for any property situated in the City.

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 that it will engage a Qualified Administrative Agent to administer each residential unit within the Project Building as a unit of Low and Moderate Income Housing under UHAC and COAH Requirements.

3.02. Covenants and Restrictions of Developer.

(a) Developer shall construct on the Project Property the Project in accordance with the Springwood Avenue Redevelopment Plan and the Planning Board Approvals.

(b) Developer shall not sell, lease or otherwise transfer all or any portion of the Project Site without the written consent of the City; provided that a Certificate of Occupancy shall constitute written approval for the sale or lease of a residential unit or retail/commercial space for which such Certificate of Occupancy has been issued; and provided further that the

Developer shall be permitted to enter into contracts for sale of each of the residential units and all or part of the retail/commercial space prior to such time as long as the closing on such units occur after a Certificate of Occupancy has been issued.

(c) Developer 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 is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status, and Developer, 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.

(d) Developer shall maintain in good condition any landscaping required to be planted on the Property pursuant to the Final Site Plans for the Project.

(e) Developer shall, upon Completion of Construction, obtain all Government Approvals required authorizing the occupancy and uses of the Project Building for the purposes contemplated hereby.

(f) Developer shall cause the Project to be developed, financed, constructed, operated and maintained at its sole cost and expense. In the event the Developer forms a condominium association, the condominium association shall be responsible to operate and maintain the Project.

(g) Subject to the Financing Commitment, Developer shall develop, finance, construct, operate and maintain the Project consistent with Applicable Laws, Government Approvals, the Springwood Avenue Redevelopment Plan, and this Redeveloper Agreement including the obligation to use commercially reasonable efforts to meet all deadlines and time frames set forth in this Redeveloper Agreement.

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

(i) Developer shall record the Declaration of Restrictions in the office of the Monmouth County Clerk on the Project Site on the Effective Date.

(j) Developer will use commercially reasonable efforts in employing Local Labor and using Local Building Products in constructing the Project.

(k) Developer will use commercially reasonable efforts to provide the benefits set forth in Exhibit D.

(l) Upon execution of this Agreement, Developer will promptly pay the City any and all taxes, payments in lieu of tax, service charge, or similar obligations when owed to the City with respect to any property situated in the City.

(m) Prior to the delivery of any Certificate of Occupancy for the Project, Developer shall take all reasonable steps to restrict the sale or rental of residential units within the Project Building to qualified buyers or renters that meet State income eligibility requirements for Low and Moderate Income Housing, and shall assume the obligation to pay a Qualified Administrative

Agent retained by the City to certify that prospective purchaser of a Project Building satisfies all UHAC and COAH requirements.

3.03. Effect of Covenants. It is intended and agreed that the covenants and restrictions set forth in Section 3.02 shall be covenants running with the land. All covenants in Section 3.02, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Redeveloper 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 its successors and assigns, and any successor in interest to the Project Site, or any part thereof, against Developer, its successors and assigns and every successor in interest therein, and any party in possession or occupancy of the Project Site or any part thereof.

3.04. Enforcement by City. In amplification, and not in restriction of the provisions of this Article 3, it is intended and agreed that the City and its successors and assigns shall be deemed beneficiaries of the agreements and covenants set forth in Section 3.02 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 for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the City 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.

3.05. Duration of Covenants. With respect to the Project, the covenants set forth in Section 3.02 shall be deemed satisfied upon termination of this Redeveloper Agreement as evidenced by the issuance by the City of a Certificate of Completion.

ARTICLE 4. PROJECT DETAILS

4.01 Contingent Obligations – Financial Commitment. Developer represents and warrants that it has properly made application for the Financing Commitment as of the date of this Redeveloper Agreement. If Developer receives that Financing Commitment, it shall promptly notify the City in accordance with Section 6.01(k) hereof. Further, upon receipt of the Financing Commitment, Developer shall be obligated to fully perform its obligations under this Redeveloper Agreement in accordance with the terms of this Agreement. If the Developer shall fail to obtain the Financing Commitment by the Financing Commitment Deadline, the City or the Developer may terminate this Agreement by providing notice in accordance with Section 6.01(k) hereof.

4.02 Execution of Purchase and Sale Agreement and Second Mortgage. Within ten (10) days of the Financing Commitment Deadline, the City and the Developer shall execute the Purchase and Sale Agreement. Concurrently with the closing on the City Property, Developer shall make a mortgage for the benefit of the City on the City Property. Such mortgage shall be in amount of \$273,100, being the appraised value of the land and the City monies being made available to the Project under Section 6.01(j) of this Agreement and may be subordinated to other mortgaged granted by the Developer to secure the lenders under the Financing Commitment. No payments shall be regularly due under such mortgage, however such mortgage shall be available as liquidated damages to the City should the Developer default on its obligations under this Agreement. Upon the issuance of a Certificate of Completion, the City shall take such actions as necessary to discharge the mortgage.

4.03 Covenants regarding City Local Purchasing and Labor Requirements.

(a) Developer shall use Local Labor and Local Building Products in accordance with the requirements of this Agreement. In measuring compliance with this section, labor shall be measured as a percentage of total workforce estimated to be employed in constructing the Project. Building supplies shall be measured as a percentage of the total materials budget in constructing the Project.

(b) Prior to the Commencement of Construction, Redeveloper shall notify the City of an anticipated start date. The City shall provide to Redeveloper a list of Local Labor and businesses providing Local Building Products. In constructing the Project, Redeveloper agrees that it will use commercially reasonable efforts to achieve the goal of employing Local Businesses or Local Labor commercially reasonable efforts shall include, but not be limited to, the following:

(i) Using employing Local Labor where it is available and appropriate for the Project.

(ii) Using Local Building Products for the Project to the extent such products are reasonably available from vendors providing commercially reasonable prices.

(iii) To the extent that Redeveloper is unable to achieve the goal of 20% with respect to either Local Labor or Local Building Products, Redeveloper agrees that it will use a higher percentage of the other Local Resource. Redeveloper and the City agree to cooperate in order to attempt to achieve compliance with the goals set forth above.

(c) From the date the Developer Commences Construction until the date the Developer Completes Construction, Developer shall file, every ninety days (90) days, a report with the City's director of planning and development, a report demonstrating compliance with this Section 4.03.

4.04. (a) General Scope of Project. It is understood and agreed by and between the parties that Developer has the right to develop the Project Property consistent with the Planning Board Approval, terms of Applicable Laws, Government Approvals, the Springwood Avenue Redevelopment Plan, and this Redeveloper Agreement.

(b) Developer Deadline: Building Permits. Within 30 days of the Financing Commitment Deadline, subject to an event of Force Majeure, Developer shall make application for Building Permits for this Project.

(c) Developer Deadline: Commencement of Construction. Within the first days of the third month following the Financing Commitment Deadline, subject to an event of Force Majeure, Developer shall Commence Construction of the Project.

(d) Developer Deadline: Completion of Construction. Within two years of the receipt of all Building Permits, and subject to an event of Force Majeure, Developer shall Complete Construction.

(e) Certificates of Occupancy and Certificates of Completion. (i) Upon Completion of Construction pursuant to 4.04(d), Developer shall apply to the appropriate governmental officer or body for a Certificate of Occupancy for the Project Building.

(ii) Following the issuance of all of the Certificates of Occupancy and the satisfaction of the terms and conditions of this Redeveloper Agreement, the City agrees to issue a Certificate of Completion, in proper form for recording, which shall acknowledge that Developer has performed all of its duties and obligations with respect to the Project under this Redeveloper Agreement and has completed construction of the Project in accordance with the requirements of this Redeveloper Agreement. The Certificate of Completion shall constitute a recordable conclusive determination of the satisfaction and termination of the agreements and covenants with respect to the Project in this Redeveloper Agreement and the Springwood Avenue Redevelopment Plan with respect to the obligations of Developer to construct the Project within the dates for completion of same. Within 30 days after written request by Developer, the City shall provide Developer with the Certificate of Completion or a written statement setting forth in detail the reasons why it believes that Developer has failed to complete the Project in accordance with the provisions of this Agreement or is otherwise in default under this or any other applicable agreement and what reasonable measures or acts will be necessary in the reasonable opinion of the City in order for Developer 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 with respect to the Project Property at the time the Project Property was determined to be in need of redevelopment shall be deemed to no longer exist and the Project Property shall no longer be subject to the possibility of eminent domain as a result of those determinations.

4.05 Insurance Required. At all times Developer shall maintain, or cause to be maintained, insurance for the mutual benefit of the City and Developer:

(1) Loss or damage by fire, and such other risks as may be included in the standard form of extended coverage insurance from time to time available, in amounts sufficient to prevent the City or Developer from becoming a co-insurer within the terms of the applicable policies, and in any event, in amounts not less than 100% of the then full insurable value (as hereinafter defined) of the Project;

(2) All claims for bodily injury and property damage, under a policy of comprehensive general public liability insurance, with such limits as may reasonably be required by the City from time to time, but not less than a single combined limit of \$1 million per occurrence in respect of injury or death or property damage, with a minimum of \$2 million aggregate plus excess ("umbrella") liability policies with coverage of not less than \$3 million above such limits, unless parties negotiate and agree upon another amount indicated by a separate signed agreement.

(3) Workers compensation insurance in an amount not less than \$1,000,000.00 or such greater amount as may be required under Applicable Laws for employees of Developer and the contractors.

(4) Such other hazards and in such amounts as the City may reasonably require provided that such insurance is then customarily maintained in buildings of similar construction, use and class in the area in which the Project is located.

Developer's obligation to provide insurance as to the Project shall cease upon the issuance of a Certificate of Occupancy. All policies of insurance are required to name the City and the Developer as an insured.

4.06. Parking Requirements. The City and Developer agree with respect to the Project, that the Springwood Avenue Redevelopment Plan requires developers to provide 1.0 parking spaces for each residential unit constructed, resulting in a requirement for Developer to provide twenty eight (28) parking spaces to serve the Project. The Developer shall locate twenty five (25) of the spaces on site and with street parking for 3 to 5 additional spaces contiguous to the Project as permitted under the Springwood Avenue Redevelopment Plan. Developer is under no obligation to provide for any additional off-site parking spaces under the Springwood Avenue Redevelopment Plan or this Redevelopment Agreement.

4.07. Responsibility for Construction of Infrastructure Improvements.

(a) Developer is responsible for all Infrastructure Improvements as required in the Planning Board Approval.

(b) The City is not responsible for the costs of any Infrastructure Improvements unless expressly provided to the contrary in this Redeveloper Agreement. Although the City shall not be responsible for any costs associated with Infrastructure Improvements, the City shall, to the extent permitted by law, cooperate with, and execute such documents or agreements as may be required, and assist Developer to the fullest extent practicable in connection with obtaining all consents, permits, approvals and authorizations as may be required for the development and construction of the Infrastructure Improvements.

4.08. Tax Exemption The City and the Developer acknowledge that the Developer is eligible for tax exemption in accordance with the Tax Exemption Laws upon application by the Developer in accordance with the Tax Exemption Laws and the applicable City code, a copy of which has been supplied to the Developer and which the Developer acknowledges receipt.

ARTICLE 5. EVENTS OF DEFAULT AND REMEDIES

5.01. Events of Default. Any one or more of the following shall constitute an Event of Default hereunder (with none of the following to be construed as a limitation on another):

(a) Failure of the Developer or City to observe and perform any material covenant, condition or agreement hereunder (Completion Dates hereby specifically deemed to be material), and continuance of such failure for a period of sixty (60) days (ten (10) days for payment of monies), after written notice to the defaulting party specifying the nature of such failure and requesting that such failure be remedied; provided, however, if the failure is one which cannot be remedied within the sixty (60) days after such written notice has been given, it shall not be an Event of Default as long as the defaulting party is proceeding with due diligence to remedy the same as soon as practicable;

(b) Failure of the Developer or the City to observe and perform any non-monetary covenant, condition or agreement in this Agreement or the Financial Agreement, if any, and continuance of such failure for a period of sixty (60) days, after receipt by the defaulting party of written notice from the non-defaulting party 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 sixty (60) days after such written notice has been given, it shall not be an Event of Default as long as the defaulting party is proceeding with due diligence to remedy the same as soon as practicable;

(c) Failure of the Developer or the City to observe and perform any monetary covenant, condition or agreement in this Agreement or the Financial Agreement, if any, and continuance of such failure for a period of fifteen (15) days, with the occurrence of more than two such failures in one twelve-month period or three such failures in one twenty-four-month period to result in the reduction of the fifteen-day period to two business days;

(d) (i) The Developer 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 Developer; (iii) the Developer (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 Developer has filed an answer admitting the material allegations of a petition in any bankruptcy or insolvency proceeding; or (v) the Developer shall take any action for the purpose of effecting any of the foregoing; (vi) a petition in bankruptcy shall have been filed against the Developer 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 Developer under the Bankruptcy Code; (viii) an order, judgment or decree shall have been entered, without the application, approval or consent of the Developer by any court of competent jurisdiction appointing a receiver, trustee, custodian or liquidator of the Developer or a substantial part of its assets and such order, judgment or decree shall have continued unstated and in effect for any period of ninety (90) consecutive days; (ix) the Developer shall have suspended the transaction of its usual business;

(e) The Developer shall be in default of or violate its obligations with respect to the construction of the Project in accordance with this Redevelopment Agreement (including, but not limited to, the Project Schedule), preliminary or final site plan approval or preliminary or final subdivision approval, or shall abandon or substantially suspend construction work; and any such default, violation, abandonment or suspension shall not be cured, ended, or remedied within sixty (60) days after written demand by the City to do so, provided, however, if the default or violation is one which cannot be completely remedied within the sixty (60) days after such written notice has been given, it shall not be an Event of Default as long as the defaulting party is proceeding with due diligence to remedy the same as soon as practicable;

(f) The Developer shall otherwise default in or violate its obligations with respect to the Project Schedule and any such default or violation shall not be cured, ended, or remedied within sixty (60) days after written demand by the City to do so, provided, however, if the default or violation is one which cannot be completely remedied within the sixty (60) days after such written notice has been given, it shall not be an Event of Default as long as the Developer is proceeding with due diligence to remedy the same as soon as practicable;

(g) The entry of a judgment of foreclosure or the issuance of a deed in lieu of foreclosure for any financing in connection with the Project.

(h) The Developer or its successor in interest shall (i) fail to pay any real estate taxes or assessments on the Property or any part thereof when due, or (ii) shall place thereon any encumbrance or lien unauthorized by this Redevelopment Agreement, or (iii) shall suffer any levy or attachment to be made, or any materialmen's or mechanics' lien, or any other unauthorized encumbrance or lien to attach and, within sixty (60) days after written demand by the City to do so, (I) such real estate taxes or assessments shall not have been paid, or (II) the encumbrance or lien removed or discharged or provision satisfactory to the City made for such payment, removal, or discharge, including but not limited to the provision of a surety bond satisfactory to City.

(i) There is, in violation of this Redevelopment Agreement, any non-permitted transfer of a Project Building or a Project Property.

5.02 Remedies Upon Event of Default Prior to Property Acquisition by Developer.

(a) Remedy. Except as may otherwise be provided in this Redevelopment Agreement, in the event of an Event of Default by any party hereto prior to the execution of the

Purchase and Sale Agreement, the non-defaulting party may terminate this Redevelopment Agreement and/or take whatever action, at law or in equity, it may deem desirable, including the seeking of damages, or institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations.

(b) Remedies in the Event of Termination of Redevelopment Agreement. In the event that this Redevelopment Agreement is terminated by City pursuant to the preceding paragraph, the City shall terminate the Developer's designation as the redeveloper of the Project and shall have the right to withdraw, to the extent possible, from lease agreements, purchase agreements and condemnation proceedings, if any, theretofore undertaken. The Developer shall pay over to the City all of the costs and/or damages (including reasonable counsel fees) incurred by the City on account of the default of the Developer and/or arising out of or resulting from the withdrawal of the City from any lease agreement, purchase agreement and/or condemnation proceeding. The City shall have the right to apply to the aforementioned costs or damages incurred by the City as aforesaid, any funds of the Developer in the hands of the City at the time of such default and termination or returned to the City as the result of the City's termination or withdrawal from any lease agreement, purchase agreement and/or condemnation proceeding.

5.03. Remedies Upon Event of Default After Property Acquisition by Developer.

(a) Developer Remedies. In the event of an Event of Default by City subsequent to the execution of the Purchase and Sale Agreement, the Developer may take whatever action, at law or in equity, it may deem desirable, including the seeking of damages, or institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the City.

(b) City's Remedies. In the event that, subsequent to the execution of the Purchase and Sale Agreement and prior to the issuance of the final Certificate of Completion for the Project, an Event of Default by Developer occurs, then the City 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 Developer, as applicable, under this Redevelopment Agreement, including the seeking of damages. Further, the City shall have the right, in its sole and absolute discretion, upon sixty (60) days' notice to the Developer and any party holding an interest in the Project, to terminate this Redevelopment Agreement and the Developer's designation as the redeveloper of the Project, in which case the Parties agree that the mortgage on the City Property shall become due and payable. It is the intent of this provision that sum of the mortgage shall serve as liquidated damages and that the City shall be reimbursed for the appraised value of the City Property and the monies made available by the City under Section 6.01(j) of this Agreement.

(c) Replacement of the Developer. Upon the occurrence of an Event of Default by Developer subsequent to the execution of the Purchase and Sale Agreement, the City shall, pursuant to its responsibilities under State law, use reasonable efforts to designate a replacement developer for the Project (subject to such permitted mortgage liens as may exist against the Project). Such replacement developer shall be designated as soon and in such manner as the City shall find feasible and consistent with the objectives of State law and of the Redevelopment Plan, to a qualified and responsible party or parties as determined by the City,

who will assume the obligation of completing the Project or such other improvements in its stead as shall be satisfactory to the City and in accordance with the uses specified for the Property in this Redevelopment Agreement. This provision shall be entered in the Declaration. Developer shall deliver to such replacement developer assignments of all other rights and agreements pertaining to the Project Property. Any proceeds resulting from the designation of the replacement developer shall be applied:

(i) First, to all reasonable costs and expenses incurred by the City, including but not limited to legal fees and related expenses incurred by the City in connection with the Project; all taxes, assessments, and water and sewer charges, if any, with respect to the Project or any part thereof; any payments made or necessary to be made to discharge any encumbrances or liens existing on the Project, at the time of the City's reacquisition of the Project, or to discharge or prevent from attaching, or being made, any subsequent encumbrances or liens due to obligations, defaults, or acts of the Developer, its successors or transferees; any expenditures made or obligations incurred with respect to the completion of the Project or any part thereof on the uncompleted portion or any part thereof; and any amounts otherwise owed to the City by the Developer and its successors or transferees in accordance with the terms of this Redevelopment Agreement; and

(ii) Second, to reimburse the Developer, its successor or transferee, up to the amount equal to the Developer's actual costs associated with the Project, including land acquisition, engineering, planning, site improvement, marketing and other development costs paid for by the Developer to the extent such costs have not already been or will be paid from the proceeds of the Bonds. Any balance remaining after such reimbursements shall be retained by the City as its property.

5.04. Specific Performance. If an Event of Default occurs, or a party hereto threatens to take an action that will result in the occurrence of an Event of Default, the non-defaulting (or non-threatening) party shall have the right and remedy, without posting bond or other security, to have the provisions of this Redevelopment Agreement specifically enforced by any court having equity jurisdiction, it being acknowledged and agreed that any such breach or threatened breach may cause irreparable injury to the City or the Developer and that money damages may not provide an adequate remedy thereto.

5.05. Failure or Delay. Except as otherwise expressly provided in this Redevelopment Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any default, shall not operate as a waiver of any default, or of any such rights or remedies, or deprive either 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.

5.06. Remedies Cumulative. No remedy conferred by any of the provisions of this Redevelopment 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. In no event, however, shall a party be entitled to recover more than its actual damages.

5.07. Continuance of Obligations. The occurrence of an Event of Default shall not relieve the defaulting party of its obligations under this Redevelopment Agreement.

5.08. Documents to be Delivered on Termination. In the event this Redevelopment Agreement is terminated for any reason, except as a result of the default of City, Developer shall deliver to City, within ten (10) days after such termination, copies of all reports, studies, data, plans, surveys, title reports, subdivision maps and specifications prepared by Developer and third parties with respect to the Project and all documents, reports, permits and approvals obtained by Developer relating to the Project. City acknowledges that Developer will not be assigning any claims against any third parties who prepared any of the foregoing documents for Developer and that Developer makes no representation or warranty in connection therewith.

ARTICLE 6. MISCELLANEOUS

6.01. Miscellaneous

(a) City Council Acting on behalf of City. The City shall exercise its powers, duties, rights, and responsibilities set forth in this Redeveloper Agreement by resolution unless otherwise provided by law, the Springwood Avenue Redevelopment Plan, or this Redeveloper Agreement, provided, however, that nothing herein shall prohibit the City from delegating to a Redevelopment Entity other than the City Council any of the powers, duties, rights, and responsibilities that may be exercised by a redevelopment entity under the Act.

(b) No Consideration For Agreement. Developer warrants it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Redeveloper Agreement, other than normal costs of conducting business and costs of professional services such as architects, engineers, financial consultants and attorneys. Developer 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 Redeveloper Agreement.

(c) Non-Liability of Officials and Employees of the City and Developer. No member, official or employee of the City shall be personally liable to Developer, 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 Developer or its successor, or on any obligation under the terms of this Redeveloper Agreement. Developer, and its employees, officers, or members shall not be personally liable to City in the event of any default or breach by Developer, or for any amount which may become due to Developer or its successor, or on any obligation under the terms of this Redeveloper Agreement.

(d) Modification of Agreement. No modification, waiver, amendment, discharge, or change of this Redeveloper Agreement shall be valid unless the same is in writing, duly authorized, and signed by Developer and the City.

(e) Exhibits. Any and all Exhibits annexed to this Agreement are hereby made a part of this Agreement by this reference thereto.

(f) 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.

(g) Severability. The validity of any Articles and Section, clause or provision of this Redeveloper Agreement shall not affect the validity of the remaining Articles and Section, clauses or provisions hereof.

(h) Indemnification. Developer, for itself and its successors and assigns, covenants and agrees, at its sole cost and expense to indemnify, defend and hold harmless 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 from or in connection with (i) any breach by Developer or its agents, employees or consultants, of Developer's obligations under this Redeveloper Agreement, or (ii) the acts or omissions of Developer or of Developer's agents, employees, or consultants in connection with the development, financing, design, construction, operation, or maintenance of the Project, provided, however, that no indemnification shall be required pursuant to this Section 16.09 in the event that the indemnification otherwise due pursuant to this Section 16.09 is attributable to the gross negligence of the City.

(i) Restriction on Political Contributions. The Developer is aware of City Ordinance 2757 relating to the regulation of political contributions from redevelopers within the City. Accordingly, during the term of this Agreement, Developer shall refrain from soliciting or making any contribution of money or pledge of a contribution, including in-kind contributions, to a campaign committee of an City if Asbury Park candidate for public office or holder of public office having responsibility for arranging, entering into or approving a redevelopment agreement, including this Agreement, or for appointing those who enter into such agreements on behalf of the City of Asbury Park, or to any municipal political committee, or to any City of Asbury Park or Monmouth County party committee, or to any political action committee (PAC) which regularly engages in the support of municipal elections and/or municipal parties.

(j) City Subsidy from Regional Contribution Agreement. Upon execution of this Agreement by the Parties, the City shall reserve the sum of two hundred and twenty five thousand dollars (\$225,000) to offset Developer's costs of construction on the units of Low and Moderate Income Housing. From this amount, the City will deduct the City Costs, together with City permit fees including sewer connection and construction permit fees. The remainder of such funds shall be paid by the City to the Developer at the time Building Permits are issued for the Project. If the Developer shall default under Article 5 of this Agreement, the Developer shall be liable to the City for the full \$225,000.

(k) Notices and Demands. A notice, demand, or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if dispatched by United States Registered or Certified Mail, postage prepaid and return receipt requested, or delivered by overnight courier or delivered personally (and receipt acknowledged) to the parties at their respective addresses set forth herein, or at such other address or addresses with respect to the parties or their counsel as any party may, from time to time, designate in writing and forward to the others as provided in this paragraph. Notice shall be effective upon the earlier of receipt or refusal.

CITY OF ASBURY PARK
Terence J. Reidy, City Manager
One Municipal Plaza
Asbury Park, New Jersey 07712

with copies to:

Thomas Hastie, Esq.
McManimon & Scotland, L.L.C.
1037 Raymond Boulevard, Suite 400
Newark, New Jersey 07102-5408
Facsimile Number (973) 622-7333

SPRINGWOOD COMMONS, LLC

104 Union Avenue

Manasquan, New Jersey 08736

(732) 223-1055 (P)

(732) 223-0554 (F)

ATTN: Michael Hudy/Bob Nicholson

with copies to:

Vincent Gifford, Member

PO Box 525

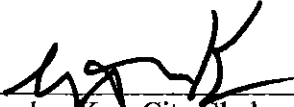
Spring Lake, New Jersey 07762

Facsimile Number (732) 776-5294

IN WITNESS WHEREOF, the parties have executed this Redeveloper Agreement effective as of the latest date of the signatures affixed hereto.

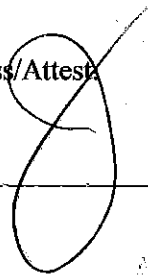
Attest:

The City of Asbury Park

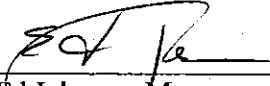

 Stephen Kay, City Clerk

SEAL

Witness/Attest


 Notary Public
 State of New Jersey

By:


 Ed Johnson, Mayor

Date: 1/12, 2010

Springwood Commons, LLC

By:


 Vincent Gifford, Managing Member

Date: 12-7-, 2010

EXHIBIT A

Springwood Avenue Redevelopment Plan

EXHIBIT B

Resolution of the Planning Board
Providing Approval of the Project

EXHIBIT C

Purchase and Sale Agreement

Attachment: fully_executed_redev_agreement_springwood_commons (2018-312 : Termination of agreement between Asbury Park and

EXHIBIT D**Community Benefits Statement**

The Project will consist of _____.

The Total Cost of developing the Project, excluding any costs of land, is \$4,700,000.

Construction of the Project will employ 50-80 workers in building trades and construction jobs (est.).

The Project contains retail/commercial space. It is estimated that 3 to 5 people will be employed in operating the retail portion of the Project.

The Project contains 16 residential units.

Of the 16 units, 10 units will be restricted to moderate income persons (as such term is defined by NJHMFA).

Of the 16 units, 6 units will be restricted to low income persons (as such term is defined by NJHMFA).

On behalf of Springwood Commons, LLC, I hereby certify that I am qualified to give the above statements and further certify that each is truthful as of the date they were made. It is recognized that these statements are a material inducement to the City to enter into the Redevelopment Agreement. If facts shall become known that make these statement inaccurate, Springwood Commons, LLC shall be responsible for amending this statement to resolve any inaccuracies.

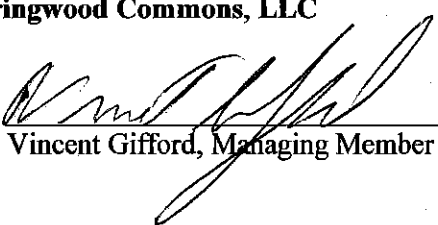
Witness/Attest:



Esq.

Springwood Commons, LLC

By:



Vincent Gifford, Managing Member

DATE:

12-7-10

EXHIBIT E**City Litigation**

There is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist which questions the validity of the Springwood Avenue Redevelopment Plan or this Redeveloper Agreement or any action or act taken or to be taken by the City pursuant to the Springwood Avenue Redevelopment Plan or this Redeveloper Agreement.

EXHIBIT F**Developer Litigation**

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 Redeveloper Agreement or any action or act taken or to be taken by Developer pursuant to this Redeveloper Agreement; or (ii) is likely to result in a material adverse change in Developer's property, assets, liabilities or condition which will materially and substantially impair its ability to perform pursuant to the terms of this Redeveloper Agreement.

EXHIBIT G

Certificate of Completion

CITY OF ASBURY PARK LETTERHEAD

Prepared by:

DATE

Springwood Commons, Limited Liability Company
 104 Union Avenue
 Manasquan, New Jersey 08736
 ATTN: Managing Member

RE: Certificate of Completion

Gentlemen:

In accordance with Section 4.01(c) of a certain agreement entered into by the City of Asbury Park (the "City") and Springwood Commons, Limited Liability Company (the "Developer"), dated as of _____, 2010 and entitled "Redeveloper Agreement By And Between The City Of Asbury Park And Springwood Commons Limited Liability Company" (the "Agreement"), this letter shall serve as acknowledgment that Developer has performed all of its duties and obligations with respect to the Project (as such term is defined in the Agreement) under the Agreement and has completed construction of the Project in accordance with the requirements of the Agreement. The letter shall constitute a recordable conclusive determination of the satisfaction and termination of the Developer's responsibilities and covenants to construct the Project within the dates for completion set forth in the Agreement and the Springwood Avenue Redevelopment Plan. Upon the issuance hereof, the conditions that were found and determined to exist with respect to the Project Property (as defined in the Agreement) at the time the Project Property was determined to be in need of redevelopment shall be deemed to no longer exist and the Project Property shall no longer be subject to the possibility of eminent domain as a result of those determinations.

Very truly yours,

City of Asbury Park

Record and Return to:

EXHIBIT H

Declaration of Covenants and Restrictions

Attachment: fully_executed_redev_agreement_springwood_commons (2018-312 : Termination of agreement between Asbury Park and

Record and Return to:
 Thomas J. Hastie, Jr.
 McMANIMON & SCOTLAND, LLC
 1037 Raymond Boulevard, 4th Floor
 Newark, New Jersey 07102

Prepared by:

 Thomas J. Hastie, Jr.

DECLARATION OF COVENANTS AND RESTRICTIONS
Block 97, Lots 1 to 3 and 46 to 49, within the City of Asbury Park

(Record in Mortgage Book)

This Declaration of Covenants and Restrictions is made this ____ day of _____, 2010, by and between the **CITY OF ASBURY PARK** (the "City"), a public body corporate and politic of the State of New Jersey, having its offices at 1 Municipal Plaza, Asbury Park, New Jersey 07712, in its capacity as redevelopment entity pursuant to *N.J.S.A. 40A: 12A-4(c)*,

and

Springwood Commons, LLC, a New Jersey limited liability company, having its offices at 104 Union Avenue, Manasquan, New Jersey 08736 (together with permitted successors or assigns, "Redeveloper").

WITNESSETH:

WHEREAS, the *Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq.*, as amended and supplemented (the "Act"), provides a process for municipalities to participate in the redevelopment and improvement of areas in need of redevelopment; and

WHEREAS, on November 15, 1999, following the requisite study and project report by the Planning Board, the Mayor and City Council of the City of Asbury Park (the "City") adopted a Resolution determining that the neighborhood within the City bounded on the east by Atkins Avenue from Springwood Avenue to the City limits at Neptune Township, bounded on the west by the City limits at Neptune Township, bounded on the north by Springwood Avenue from Atkins Avenue to the City limits at Neptune Township and bounded on the south by the City limits at Neptune Township was "an area in need of redevelopment" in accordance with N.J.S.A. 40A:12A-5 (the "STARS Redevelopment Area"); and

WHEREAS, on January __, 2008 the City Council adopted Ordinance No. ____ entitled "Ordinance Of The Mayor And Council Of The City Of Asbury Park, County Of

Monmouth, State Of New Jersey Adopting The Springwood Avenue Redevelopment Plan Relating To The Springwood Avenue Redevelopment Area And Certain Parcels Within The S.T.A.R.S. Redevelopment Area” (the “Ordinance”) establishing, pursuant to the Act, a plan (the “Springwood Avenue Redevelopment Plan”) for the redevelopment of Springwood Avenue, including portions of the STARS Redevelopment Area; and

WHEREAS, several of the properties situated in the STARS Redevelopment Area and subject to the jurisdiction of the Springwood Avenue Redevelopment Plan are Block 97, Lots 1, 2, 3, 46, 47, 48 & 49 (collectively, the “Property”) and such parcels have been assembled by the Redeveloper for the purpose of constructing a 5,881 square foot, three (3) story mixed use structure consisting of 5,881 square feet of commercial space on the first floor and sixteen (16) affordable residential units on the upper floor(s), consisting of ten (10), three (3) bedroom units and six (6), two (2) bedroom units and related parking and site plan improvements (all as more particularly set forth in a resolution of the Planning Board of the City (the “Project”); and

WHEREAS, in furtherance of the Springwood Avenue Redevelopment Plan, the City and Redeveloper entered into a certain redeveloper agreement by and between the City and the Redeveloper, dated _____, 2010 (as may hereafter be amended, the “**Redeveloper Agreement**”) pursuant to which the Redeveloper was appointed “Redeveloper” for the Property; and

WHEREAS, capitalized terms used in this declaration and not defined herein shall have the meaning ascribed to such terms in the Redeveloper Agreement; and

WHEREAS, the Redeveloper Agreement provides, among other things, for the construction, renovation and/or reconstruction of certain improvements, landscaping, sidewalk and other off-site improvements in accordance with the requirements of the Springwood Avenue Redevelopment Plan and in accordance with *N.J.S.A. 40A:12A-8(f)* of the Act; and

WHEREAS, *N.J.S.A. 40A:12A-9(a)* of the Act requires that all agreements, leases, deeds and other instruments between a municipality and a redeveloper shall contain a covenant running with the land requiring, among other things, that “. . . the owner shall construct only the uses established in the current Springwood Avenue Redevelopment Plan . . .”; and

WHEREAS, the Redeveloper Agreement contains such a covenant by Redeveloper (binding all successors and assigns) for as long as the Redeveloper Agreement remains in effect with respect to the Project, as well as perpetual covenants applicable to the Project by Redeveloper (binding all successors and assigns) to comply with the Act, the Redeveloper Agreement, and the Springwood Avenue Redevelopment Plan, to maintain in good condition any landscaping, not to unlawfully discriminate upon the basis of age, race, color, creed, religion, ancestry, national origin, sex or familial

status in the sale, lease, rental, use or occupancy of the Property or any building or structures erected thereon, and to indemnify the City; and

WHEREAS, the Redeveloper Agreement also provides that Redeveloper will not Transfer its interests in the Property or its interest in the Redeveloper Agreement, or any part thereof or any interest therein, except as expressly permitted in the Redeveloper Agreement, prior to the issuance of a Certificate of Completion for the Project, and further provides certain remedies to the City for violations of the covenants and defaults under the Redeveloper Agreement; and

WHEREAS, the Redeveloper Agreement requires that such covenants be memorialized in a Declaration of Restrictions and said declaration be recorded in the Office of the Monmouth County Clerk.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

Section 1. Defined terms not otherwise defined herein shall have the meaning assigned to such terms in the Redeveloper Agreement.

Section 2. The Property is encumbered by the Redeveloper Agreement; and any development on the Property must be undertaken in accordance with the terms and conditions of the Redeveloper Agreement until, such time as a Certificate of Completion is issued for the Project. Until such time as a Certificate of Completion is issued, and except as may be expressly permitted by the Redeveloper Agreement, Redeveloper shall not Transfer all or any portion of the Property without the written consent of the City.

Section 3. Prior to and following the issuance of a Certificate of Completion for each Retail Project, Redeveloper has covenanted as follows:

(A) Redeveloper shall comply with the applicable provisions and public purposes of the Act and shall at all times construct and develop the Project, or cause the Project to be constructed and developed, pursuant to the conditions and requirements of the Springwood Avenue Redevelopment Plan, including, but not limited to, those provisions restricting the permitted uses established therein.

(B) Redeveloper shall abide by and adhere to the Springwood Avenue Redevelopment Plan, the Redeveloper Agreement (it being agreed and understood that the issuance of a Certificate of Completion for a the Project shall constitute a conclusive determination of the termination of the Redeveloper Agreement, except for those matters which by the terms of the Redeveloper Agreement are intended to, or by the operation of Applicable Laws are required to, survive such termination.

(C) Redeveloper shall maintain in good condition any landscaping required to be planted on the Property pursuant to the Final Site Plans for the Project.

(D) Redeveloper shall, in connection with the use and/or occupancy of the Project, not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the Property, or any building or structure erected or to be erected thereon is restricted on the basis of age, race, color, creed, religion, ancestry, national origin, sex, sexual orientation, or familial status; and Redeveloper, 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, sex, sexual orientation, or familial status.

The covenants set forth in this Section 3 shall be perpetual, shall run with land constituting the Property and shall bind all successors in interest to Redeveloper with respect to the Property.

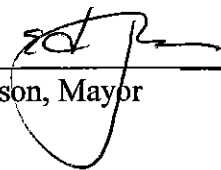
[The balance of this page intentionally left blank; signatures appear on next page.]

IN WITNESS WHEREOF, the parties hereto have caused this **Declaration of Covenants and Restrictions** to be executed in their names by their duly authorized officials or managers, as the case may be, and their corporate seals to be hereunto affixed attested to by their duly authorized officers all as of the date first written above.

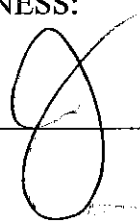
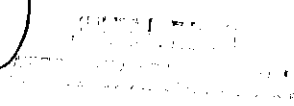
Attest:
JERSEY


Steve Kay, City Clerk

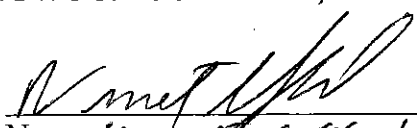
CITY OF ASBURY PARK, NEW

By: 
Ed Johnson, Mayor

WITNESS:

SPRINGWOOD COMMONS, LLC

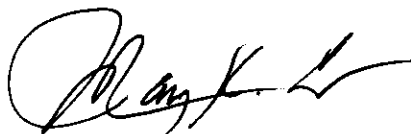
By: 
Name: VINCENT GIFFORD
Title: Managing Member

ACKNOWLEDGMENT

STATE OF NEW JERSEY :
 : SS.:
 COUNTY OF MONMOUTH:

BE IT REMEMBERED, that on this 10th day of December 2010 before me, the subscriber, a Notary Public of New Jersey, personally appeared Ed Johnson, who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction that he is the Mayor of the **CITY OF ASBURY PARK, NEW JERSEY**, the entity named in the within Instrument; that the execution, as well as the making of this Instrument, have been duly authorized by the City of Asbury Park and said Instrument was signed and delivered by said Mayor as and for the voluntary act and deed of said entity.

Attorney At Law
 The State of New Jersey

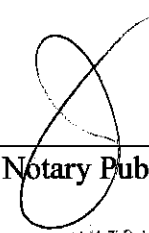


Mary Callahan
 Notary Public State of New Jersey
 My Commission Expires July 30, 2013

ACKNOWLEDGMENT

STATE OF NEW JERSEY :
 : ss.:
 COUNTY OF MONMOUTH :

BE IT REMEMBERED, that on this 7 day of Dec, 2010 before me, the subscriber, a Notary Public of New Jersey, personally appeared VINCENT GIFFORDS, who, being by me duly sworn on her oath, deposes and makes proof to my satisfaction that he is the MANAGING MEMBER of **Springwood Commons, LLC**, a company named as Redeveloper in the within instrument; that the execution, as well as the making of this instrument, having been duly authorized by the Redeveloper, and said instrument was signed and delivered by Redeveloper. as and for the voluntary act and deed of Redeveloper.



 Notary Public of New Jersey

NOTARY PUBLIC
 VINCENT GIFFORDS
 APPROVED BY THE STATE



RESOLUTION NO. 2018-313

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

REFERRING PROPOSED AMENDMENTS TO THE CITY'S LAND DEVELOPMENT REGULATIONS (SPECIFICALLY CONCERNING, APPLICATION PROCEDURES, STAFF DUTIES, NOTIFICATION, ZONING COMPLIANCE DOCUMENTS, CHECKLIST AND PERFORMANCE AND MAINTENANCE GUARANTEES) TO THE PLANNING BOARD FOR REVIEW AND COMMENT PURSUANT TO THE NEW JERSEY MUNICIPAL LAND USE LAW

WHEREAS, pursuant to the New Jersey Municipal Land Use Law, specifically at N.J.S.A. 40:55D-64 and N.J.S.A. 40:55D-26a, the Governing Body must refer any proposed development regulation, or any potential revision or amendment to an existing development regulation, to the Planning Board for its review and comment; and

WHEREAS, it is desired that the staff to the municipal planning board research and review proposed amendments to the City's Land Development Regulations, specifically relating to escrow fees and deposits, escrow procedure, application procedures and fences and retaining walls, and make recommendations to the Governing Body for potential Ordinance amendments; and

WHEREAS, pursuant to N.J.S.A. 40:55D-64 and N.J.S.A. 40:55D-26a, the Governing Body wishes to refer this request to the Planning Board for its review and comment prior to introduction of an Ordinance to enact proposed amendments; and

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

WHEREAS, pursuant to the New Jersey Local Redevelopment and Housing Law, specifically at N.J.S.A. 40A:12A-7e, the Governing Body must refer any proposed revision or amendment to an existing redevelopment plan to the Planning Board for its review and comment; and

WHEREAS, it is desired that the staff to the municipal planning board research and review proposed amendments to the City's existing Central Business District ("CBD") Redevelopment Plan (also referenced as the "Plan"), specifically relating to setbacks and any other issues that the Planning Board deems appropriate, and make recommendations to the

Governing Body for potential amendments to the Plan; and

WHEREAS, pursuant to N.J.S.A. 40A:12A-7e, the Governing body wishes to refer this request to the Planning Board for its review and comment prior to introduction of an Ordinance to enact proposed amendments to the Plan; and

WHEREAS, pursuant to N.J.S.A. 40A:12A-7e, the Planning Board shall have forty-five (45) days to prepare and transmit to the Governing Body a report concerning the proposed amendments to the Plan, including the Board's recommendations and any other matters as the Board deems appropriate.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, that they hereby request the Planning Board to research and review potential changes to the existing development regulations contained within the City Code regarding application procedures, staff duties, notification, zoning compliance documents, checklist and performance and maintenance guarantees, and make recommendations back to the Governing Body for potential Ordinance amendments, pursuant to N.J.S.A. 40:55D-64 and N.J.S.A. 40:55D-26a.

BE IT FURTHER RESOLVED, that pursuant to N.J.S.A. 40:55D-26a, the Planning Board is requested to prepare and transmit its report to the Governing Body within thirty-five (35) days, concerning the proposed amendments, including its recommendations and any other matters as the Board deems appropriate.

BE IT FURTHER RESOLVED, that a certified copy of this Resolution shall be provided to each of the following:

- a. City of Asbury Park Planning Board Chair;
- b. City of Asbury Park Planning Board Secretary
- b. Jack Serpico, Planning Board Attorney;
- c. Michele Alonso, Director of Planning and Redevelopment;
- e. Frederick C. Raffetto, Esquire, Municipal Attorney.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2018-313 which was finally adopted by the City Council at a meeting held on the 22nd day of August, 2018

CERTIFIED BY ME THIS 23rd DAY OF August, 2018.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2018-314

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

RESOLUTION ADOPTING THE MUNICIPAL PUBLIC ACCESS PLAN AND REFERRING IT TO THE PLANNING BOARD FOR INCORPORATION IN THE MASTER PLAN

WHEREAS, the City of Asbury Park has received notification that the Department of Environmental Protection Agency (NJDEP) has approved the Municipal Public Access Plan (MPAP) and that letter is attached to this Resolution, and

WHEREAS, the governing body had approved the plan as submitted, and

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

WHEREAS, upon completion of New Jersey Department of Environmental Protection rules and approval from the DEP, the City Council shall refer this document to the Planning Board to be incorporated as an element in the Master Plan; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park the “City of Asbury Park Municipal Public Access Plan,” a copy of which is attached, is hereby approved.

FURTHER RESOLVED a copy of the plan shall be sent to the New Jersey Department of Environmental Protection for review and approval in accordance with N.J.A.C.7.7.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2018-314 which was finally adopted by the City Council at a meeting held on the 22nd day of August, 2018

CERTIFIED BY ME THIS 23rd DAY OF August, 2018.

CINDY A. DYE
CITY CLERK

City of Asbury Park

Municipal Public Access Plan



Submitted by: The City of Asbury Park

Date of Current Submittal: 6/18/2018

Approved by the New Jersey Department of Environmental Protection: 7/25/2018

Adoption by the City: Date will be added upon adoption

Prepared By:



**T&M Associates
11 Tindall Road
Middletown, NJ 07748**

**Ericka Naklicki, Principal Environmental Scientist
Jeffrey Cucinotta, PP, AICP, Senior Staff Planner
Christine Bell, PP, AICP, CFM, Senior Staff Planner**

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Appendix 1: Resolution for Incorporating MPAP into Master Plan
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Introduction

This document is intended to provide a comprehensive public access plan for the City of Asbury Park which lays out a vision for providing access to tidal waters and shorelines within the municipal boundary. This Municipal Public Access Plan (MPAP) was developed in accordance with the Coastal Zone Management Rules. The development and implementation of this MPAP supports the policy of local determination of public access locations and facilities, while safeguarding regulatory flexibility.

The Public Trust Doctrine, first set by the Roman Emperor Justinian around A.D. 500 as part of Roman civil law, establishes the public's right to full use of the seashore. The Public Trust Doctrine states that natural resources, including, but not limited to, tidal waterways and their shores, air and wildlife in the State of New Jersey are held by the State in trust for the benefit of all of the people. Further, the Public Trust Doctrine establishes the right of the public to fully utilize these natural resources for a variety of public uses.

The original purpose of the doctrine was to assure public access to waters for navigation, commerce and fishing. In the past two centuries, State and Federal courts in New Jersey have recognized that public uses guaranteed by the Public Trust Doctrine also include public recreational uses such as swimming, sunbathing, fishing, surfing, sport diving, bird watching, walking and boating along the various tidal shores.

Through various judicial decisions, the right of use upheld by the Public Trust Doctrine has been incorporated into many state constitutions and statutes, allowing the public the right to all lands, water and resources held in the public trust by the state, including those in New Jersey. The New Jersey Department of Environmental Protection (DEP) encourages municipalities to develop and adopt MPAPs to govern public access within their municipality. This MPAP consists of an inventory of public access locations and plans to preserve and enhance access based on community needs and State standards.

This plan has been developed in collaboration with the DEP, Asbury Park City Council, City Manager, and Planning Staff; and was presented to the Planning Board on **date** and approved for submission to the DEP on **date**. Upon receiving approval from the DEP on **date**, the MPAP was incorporated into the **specify element** Element of the Master Plan by resolution on **date**, (see Appendix 1). All public access decisions made within Asbury Park after this date will be consistent with this plan.

Importance of Municipal Public Access Plans

The premise of the authorization of MPAPs is that public access to tidal waters is fundamentally linked to local conditions. The development of a MPAP enables the Asbury Park to better plan, implement, maintain, and improve the provision of public access for its residents and visitors. It also informs and/or identifies public access requirements associated with any proposed development or redevelopment project.

Asbury Park is responsible for ensuring that public access to the tidal waters within the City is in accordance with this plan as approved by DEP and adopted as part of the municipal Master Plan. For

each new project that is required to provide public access through a DEP issued Coastal Area Review Act or Waterfront Development permit, Asbury Park will provide DEP with a letter confirming its consistency with this MPAP. Upon adoption of this MPAP into the municipal Master Plan, the DEP public access requirement shall be satisfied in accordance with this plan.

I. Municipal Public Access Vision

A. Overview of Asbury Park

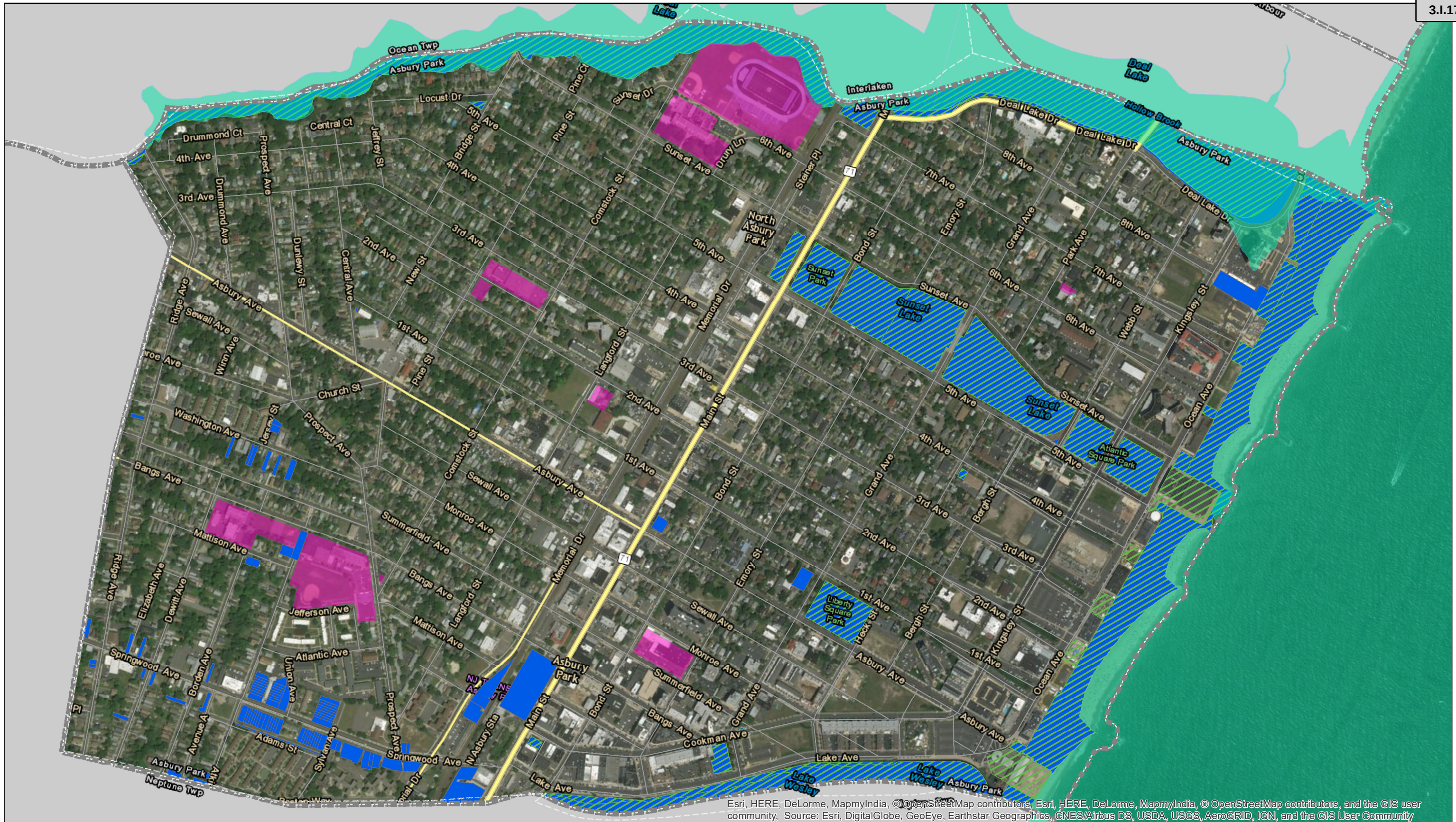
The City of Asbury Park is located along the Atlantic coast in Monmouth County, New Jersey. Asbury Park is approximately 1.5 square miles and is bordered to the east by the Atlantic Ocean. The Village of Loch Arbour and the Borough of Interlaken border Asbury Park to the north along Deal Lake. The city is bordered to the west by the Township of Ocean, and to the south and southwest by the Township of Neptune. Ocean Grove, a section of Neptune Township borders the City to the south along the ocean and Wesley Lake. The City of Asbury Park is located along the NJ Transit North Jersey Coast Line Rail Line with access to New York City. Asbury Park is easily accessible from the Garden State Parkway, Route 18, and I-195, and is approximately 1.5 hours from both New York City and Philadelphia.

The City of Asbury Park has a rich and storied history as a seaside resort and place of cultural significance along the New Jersey Shore. Prominent reminders of this history can be seen along the oceanfront boardwalk, including the Casino Building and Carousel House, Convention Hall, Paramount Theater, and boardwalk pavilions.

Asbury Park was developed in 1871 by James Bradley as a religious shore resort. The Bradley Plan envisioned a grid of traditionally scaled blocks and streets between four natural open spaces: Wesley Lake, Sunset Lake, Deal Lake and the oceanfront. Streets running east- west (perpendicular to the ocean) flare open as they approach the waterfront to increase the view of the ocean from within the City and today provide space for landscape and parking improvements adjacent to the beachfront. As the City continues to expand and grow ensuring public access to tidal waters and shorelines will continue to remain a priority.

1. Map 1. Asbury Park Tidal Waterways and Lands

Map 1 Asbury Park Tidal Waterways and Lands, shows all the tidal waterways within the City of Asbury Park and all lands held by the City of Asbury Park.



Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors, Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors, and the GIS user community, Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



11 Tindall Road
Middletown, NJ 07748-2792
Phone: 732-671-6400
Fax: 732-671-7365



Prepared by: CLB, 7/17/2017
Revised by: JAC, 5/16/2018
Source: FEMA, NJDEP; NJDOT; NJGIN, Monmouth County
G:\Projects\ASPK\00757\GIS\Projects\AsburyPark_TidalWaterways.mxd

-  Municipal Boundary
-  Tidal Waterways
-  ROSI Properties
-  Municipally Owned Properties
-  Asbury Park Public School Property



NOTE: This map was developed using New Jersey Department of Environmental Protection Geographic Information System digital data, but this secondary product has not been verified by NJDEP and is not

Packet Pg. 219

B. Municipal Public Access Goals and Objectives

1. Goals & Objectives

Through the New Jersey Coastal Zone Management Rules (see N.J.A.C 7:7E-1.1 (c)), the State of New Jersey establishes a broad set of coastal protection goals. The City of Asbury Park's Municipal Public Access Plan affirms the following goals and objectives specifically addressing public access:

- i. Healthy coastal ecosystems
 - Manage coastal activities to protect natural resources and the environment
- ii. Effective management of ocean and estuarine resources.
 - Encourage the safe and environmentally sound use of coastal waters and beaches to protect natural, cultural and aesthetic resources, promote safe navigation, and provide recreational opportunities.
- iii. Meaningful public access to and use of tidal waterways and their shores
 - Preserve public trust rights to tidal waterways and their shores;
 - Preserve and enhance views of the coastal landscape to enrich aesthetic and cultural values and vital communities
 - Conserve and increase safe, environmentally sound, and meaningful public access from both the land and water to the tidal waterways and their shores for recreation and aesthetic experiences;
 - Enhance public access by promoting adequate affordable public facilities and services;
 - Balance diverse uses of tidal waterways and their shores

In addition to those goals outlined within the Master Plan, Asbury Park affirms the following State required goals specifically for public access:

- i. All existing public access shall be maintained to the maximum extent practicable.
- ii. Maintain safe and adequate access locations for fishing in those areas where fishing is safe and appropriate, *particularly along Deal Lake and the Deal Lake Drive jetty, and where historically significant throughout the City (emphasis added for the addition of specificity to Asbury Park).*
- iii. Provide clear informative signage for access locations.

Asbury Park's Municipal Public Access Plan embraces and reflects these goals and will help preserve, protect, and enhance the public's ability to access the Public Trust lands which surround the Asbury Park. The previous goals are compliant with the New Jersey Coastal Zone Management Rules broad set of coastal protection goals (see N.J.A.C 7:7-1.1 (c)).

2. Municipal Master Plan Consistency

The goals and objectives provided in this Municipal Public Access Plan have been reviewed and are consistent with the following goals and objectives of the 2017 Asbury Park Reexamination Report of the Master Plan:

Planning Goals:

- Promote and enhance the City's history and reputation as a year-round art and culture center and a waterfront destination with a variety of attractions for residents and visitors alike.

- Redevelop and/or revitalize the Waterfront Redevelopment Area, Central Business District Redevelopment Area, Springwood Avenue corridor (S.T.A.R.S. and Springwood Avenue Redevelopment Areas), Main Street Redevelopment Area, Washington Avenue Redevelopment Area, Asbury Avenue corridor, Memorial Drive corridor, transit district area, along with scattered site redevelopment areas throughout the City.
- Provide safe and convenient circulation modes, including pedestrian, bicycle, vehicle and mass transit, for users of all ages and abilities in a network that connects neighborhoods and districts throughout and adjoining the City.
- Manage vehicle parking throughout the City in a manner that is safe, convenient, protects the character of the area, and can accommodate future changes in the paradigm related to parking and transportation systems (increased mass transit, self-driving cars, etc.).
- Create varied and robust open space and recreation opportunities accessible to all neighborhoods, with particular emphasis on youth and seniors.
- Promote a healthy and active community where habits, such as walking, biking, eating fresh foods and spending time outdoors are easy, safe and convenient.
- Promote a healthy local ecosystem that contributes to the wellbeing of residents and the City as a whole, and that provides benefits such as habitat for flora and fauna, improved water quality, improved air quality, improved appearance of sites and districts, and access to the natural environment.
- Promote of sustainability that reinforces and advances the City's character and reduces the environmental footprint of existing and future development and redevelopment.
- Create resiliency and adaptation measures to the impacts of climate change, including but not limited to rising seas, in the City's physical and social infrastructure.

Urban Design Objectives:

- Maintain key views and vistas of the ocean, natural features and iconic elements.

Parking and Circulation Objectives:

- Continue to evaluate and implement methods of providing adequate parking to serve existing development and proposed redevelopment.
- Increase bicycle/pedestrian safety and circulation by improving traffic signals at key intersections, utilizing traffic calming measures and providing bike lanes that connect activity centers throughout the City.
- Provide way-finding signage on major roads and at gateway locations to facilitate circulation and identify the route to key activity centers and destinations in the City.

Sustainability Objectives:

- Improve public access to the waterfront including related parking needs through the City's redevelopment planning efforts and the promotion of public waterfront activities.
- Protect and preserve environmentally sensitive natural features through sound planning and land use regulations.
- Develop a maintenance and improvement program for Sunset, Deal and Wesley Lakes.
- Capitalize on State and Federal beach preservation programs.

Open Space, Parks, and Recreation Objectives:

- Develop and promote recreational activities along the waterfront.
- Preserve and enhance existing park and recreation facilities.

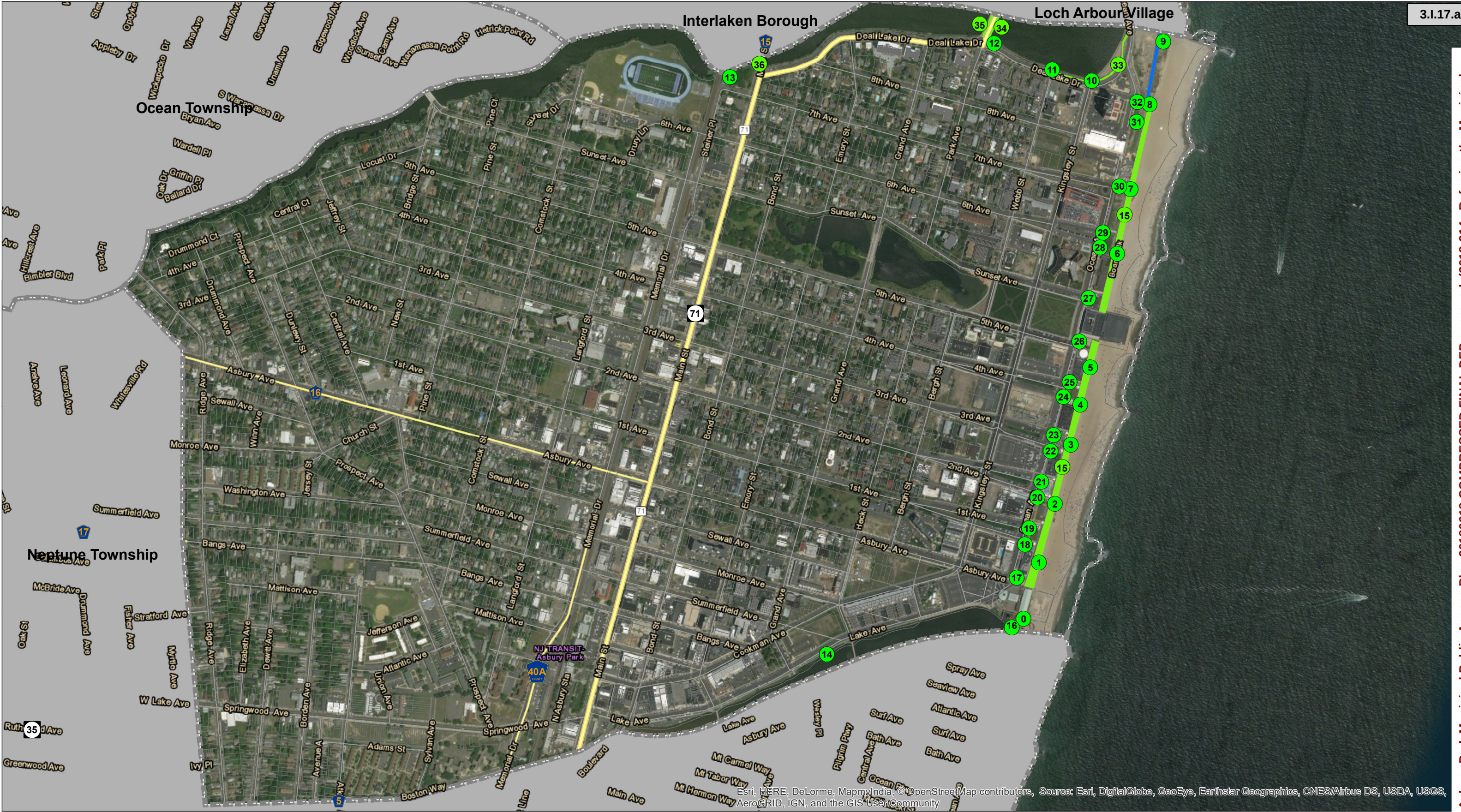
II. Public Access

Public Access in Asbury Park is provided by the City of Asbury Park, the Master Developer, and the Subsequent Developer; and consists of a variety of access points and facilities discussed below, including the City boardwalk, public beaches, beach walkways and accessory amenities, bathroom facilities, lifeguarded beaches, boat ramps, parking, and fishing access. A summary of the Asbury Park Waterfront Redevelopment Plan and the City's redeveloper agreement with the Master Developer can be found in Appendices 4 and 5, respectively.

A. Public Access Locations

The City of Asbury Park is in the midst of a large-scale revitalization. The Asbury Park Waterfront Redevelopment Plan sets forth a comprehensive plan for open space, recreation, community facilities, parking, and vehicular circulation in the waterfront redevelopment area. Since the Plan's last update in 2005, much of the Plan's vision at the water's edge has come to fruition. Public Access locations and amenities have been improved throughout Asbury Park as part of Redevelopment efforts.

Map 2 Asbury Park Public Access Locations, identifies an inventory of all public access locations within Asbury Park, whether they are currently Utilized, Un-utilized, or Restricted to the public, along with their attributes of improvements and activities. See Appendix 2 for detailed information for each location.

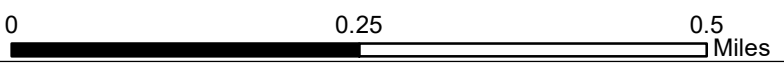


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Source: NJDEP; NJDOT; NJGIN, Monmouth County, City of Asbury Park
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-  Utilized Visual Access (Boardwalk)
-  Future Access Points
-  Utilized Public Access Points
-  Municipal Boundary



Map 2. Public Access Location City of Asbury Park Monmouth County, New Jersey

NOTE: This map was developed using New Jersey Department of Environmental Protection Geographic Information System digital data, but this secondary product was not verified by NJDEP and is not for official use.

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Attachment: Asbury Park Municipal Public Access Plan 20180618 COMPRESSED FINAL DEP approved (2018-314 : Referring the Municipal

B. Improved Public Access Locations

Map 3 Asbury Park's Improved Public Access Locations, provides an inventory of the existing public access locations that currently provide access to public trust lands and waters. See Appendix 2 for detailed information about these locations.

Boardwalk:

The Asbury Park Boardwalk provides unbroken visual access to the beach from the historic Casino Building and Carousel House in the south to its terminus at Deal Lake Dr. in the north, with the exception of the historic Convention Hall, located between 5th Avenue and Sunset Avenue. Pedestrians and cyclists can access the north end of the boardwalk through the Convention Hall promenade, though the beach cannot be seen from the interior portion of the building.

There are public benches and trash and recycling receptacles located along the entire length of the boardwalk, as well as various restaurants and shops south of Convention Hall. North of Convention Hall, the boardwalk is much less commercialized. During the summer season, a food truck park provides dining options near 7th Avenue and outdoor fitness classes are held in the green space west of the boardwalk on 6th Avenue. Free Wi-Fi is available along the entire length of the boardwalk.



Figure 1. Welcome to the Boardwalk Sign on the south side of Convention Hall



Figure 2. 7th Avenue Boardwalk welcome sign with amenities and beach information signs in background.

The boardwalk is accessible from the sidewalk at all street ends. All access points are ADA accessible. Access points along Ocean Avenue consist of a curb cutout on the street end and then gently sloping sidewalk up to the boardwalk. Access points are located at:

- Southern border with Ocean Grove/ Neptune Twp.
- Asbury Avenue
- 1st Avenue (South side of street end)
- 1st Avenue (North side of street end)
- 2nd Avenue (South side of street end)
- 2nd Avenue (North side of street end)
- 3rd Avenue (South side of street end)
- 3rd Avenue (North side of street end)

- 4th Avenue (South side of street end)
- 4th Avenue (North side of street end)
- 5th Avenue
- Sunset Avenue
- 6th Avenue (South side of street end)
- 6th Avenue (North side of street end)
- 7th Avenue
- Asbury Towers
- Deal Lake Drive

Each boardwalk entrance has a welcome sign, stating the location, rules of the boardwalk, and amenities, as depicted in Figures 1, 2, and 3. Additionally, at each boardwalk access point a “Welcome to Asbury Park Boardwalk and Beaches” sign is located along the boardwalk railing. There are numerous information signs located along the boardwalk including beach information, public restroom locations, tide and water information and Green Acres designations, as depicted in Figure 4.



Figure 3. Deal Lake Drive Boardwalk Welcome Sign

A children’s splash park is located near 2nd Avenue, is open during the summer months, and can be accessed for a fee. Mini-golf can be played during the summer months near 3rd Avenue.



Figure 4. Signage along Boardwalk

During the summer season, bikes are prohibited on the boardwalk from 12pm to 6am (as indicated on all boardwalk welcome signs).

Public Restrooms:

Public restrooms are located behind the Beach Office at First Avenue, at 4th Avenue, inside Convention Hall which is between

Fifth Avenue and Sunset Avenue, and near the North Eats Food Truck Court by Seventh Avenue. Handicap Accessible restrooms are available at all locations. The public restrooms at 7th Avenue are owned by the City of Asbury Park. All other public restrooms are owned and operated by the Master Developer.

Parking:

Street parking is available on Ocean Avenue, and on nearby streets. Parking lots are located near the waterfront at Asbury Avenue next to the Carousel Building, on 1st and Kingsley, between 2nd and 3rd Avenue on Ocean Avenue, 4th Avenue, 6th Avenue, and at 7th Avenue and the boardwalk. Daily rates change based on the season and any special events. Other off-street public parking lots include the lots in the vicinity of the train station, at Main Street and Bangs Avenue, Block 2505 between Bangs Avenue and Summerfield Avenue, and at Grand Avenue between Lake Avenue and Cookman Avenue. Handicap accessible reserved parking spaces are designated along Ocean Avenue at each street end, as well as in each parking lot and other key locations close to public access points.



Figure 5. Sunset Avenue Beach

The City of Asbury Park also has residential permit parking zones, that are limited to residents of the City that demonstrate lack of access to available off-street parking, subject to City verification. These parking zones are shown in Map 3.

Beach:

The beach can be accessed along the south side of the Casino building, at 1st Ave, 2nd Ave, 3rd Ave, 4th Ave, 5th Ave, the south side of Convention Hall, 6th Ave, 7th Ave, and Deal Lake Drive, and the northern border of the City with Loch Arbour. The south side of the Casino Building, Deal Lake Drive, and the northern City boundary entrances are sand paths. Along the south side of Convention Hall stairs lead from the building to the beach. All of the numbered street entrances (1st, 2nd, 3rd, 4th, 5th, 6th, and 7th Avenues) -consist of wooden steps from the boardwalk, and all except 7th Avenue also have wooden, handicap accessible ramps. All numbered street beach entrances have signs identifying the location, if lifeguards are on duty, Asbury Park beach bathing rules, (lifeguard) beach warning flags, and rip current identification. An example of beach entrance signage can be found in Figure 6. The southern entrance has a sign telling beach goers that badges are required.



Figure 6. Dog Beach Signage

The beach entrances at Deal Lake Drive and the northern City boundary have signs that require badges as well as signs information about having dogs on the beach (as depicted in Figure 6). There is no signage on the side of convention hall. The 1st Avenue beach entrance has a mat leading from the steps onto the beach. The City is looking to add these mats at all beach entrance locations.

Badges:

Badges are required Memorial Day Weekend (Sat- Mon), and weekends in June. Beginning Father's Day weekend, badges are required daily until Labor Day. Additional weekends may be added in September, depending on weather and water conditions. During these times, badges are required from 9am- 5pm, Monday through Friday; and 9am- 6pm on the weekends and holidays. Beach badges are available at booths at all beach entries, as well as the Boardwalk Beach Office, open from 10 am to 4 pm. Children under the age of 12, Active Military Personnel and their dependents, and disabled veterans can access the beach for free.

Lifeguards:

When beach badges are required, lifeguards are on duty and swimming, surfing, and fishing is restricted to areas as determined by the lifeguards. During Summer 2017, there were nine (9) lifeguard stands throughout the City of Asbury Park. Lifeguard stands are located at 1st Avenue, 2nd Avenue, between 2nd Avenue and 3rd, 3rd Avenue, 5th Avenue, between Sunset Avenue and 6th Avenue, north of 6th Avenue, 7th Avenue, and 8th Avenue. Swimming is not permitted at the 8th Avenue beach, as that is the designated surfing beach. When lifeguards are not on duty, swimming, surfing, fishing, and other ocean activities are not restricted, but are to be done at the risk of the user.



Figure 7. Asbury Park Lifeguards on Duty

Beach lockers:

Beach storage lockers are available to seasonal beach badge holders near certain beach entrances. They can be rented on a first come, first serve basis.

Showers:

Outdoor showers to wash off the sand are stationed near the beach exit stairs at 1st Ave, 2nd Ave, 3rd Ave, 4th Ave, 5th Ave, 6th Ave and 7th Ave.

Dogs:

From October 1 through May 15, licensed and supervised dogs are welcome on the Boardwalk and the Eighth Avenue Dog Beach.

Surfing:

The area between the jetties on Deal Lake Drive and Eighth Avenue is a closed-to-swimmers, surfing-only beach while lifeguards are on duty.

Fishing:

When lifeguards are on duty, fishing is allowed near the jetty on Deal Lake Drive. When lifeguards are not on duty, fishing is allowed along the entire oceanfront.

Deal Lake:

Deal Lake can be accessed via a boat ramp on 7th Avenue, west of Main Street. Additionally, a concrete fishing dock is located at the intersection of Kingsley St. and Deal Lake Drive. A paved multi-use path runs along the eastern portion of the Lake from the Asbury Park City boundary to Webb St. There are park benches placed at intervals along the lake from Deal Lake Drive to Park Avenue. There is a small concrete area down to the Lake near Park Avenue, as well as a dog waste station.



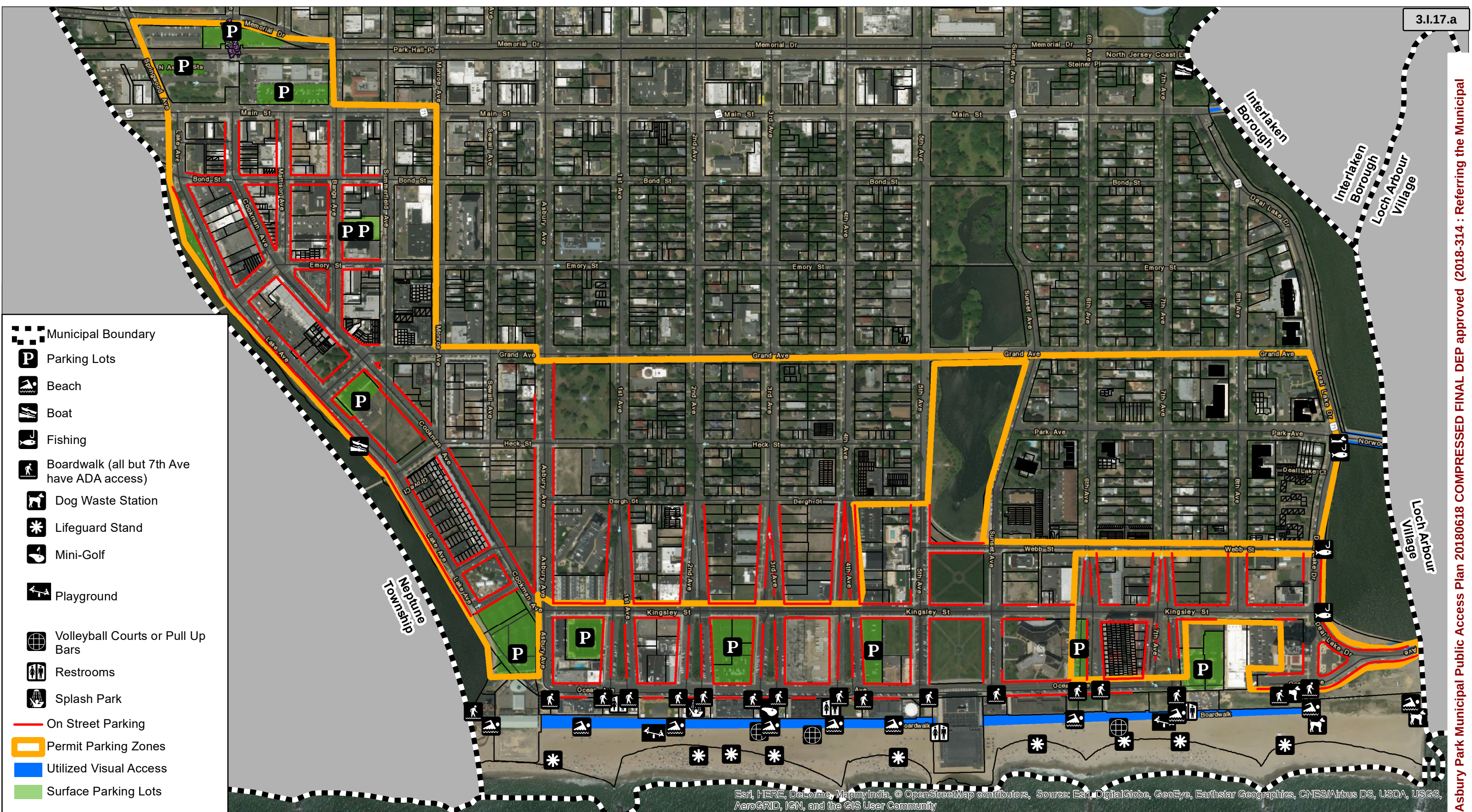
Figure 8. East end of Deal Lake and multi-use path



Figure 9. Signage near Deal Lake boat ramp and kayak launch

Wesley Lake:

Wesley Lake can be accessed via boat ramp between Heck St. and Grande Ave along Lake Ave. Currently, there are pedal boats for rent at this location through a private vendor. Additionally, sidewalk runs along most of Lake Avenue, providing visual access to the lake. There are two pedestrian foot bridges, allowing access across the lake into Ocean Grove, located at Heck Street and Emory Street.



Map 3. Public Access Locations and Amenities
City of Asbury Park, Monmouth County, New Jersey

C. Limitations to Public Access

The following limitations to public access currently exist:

1. Temporary Restrictions

Beach:

Badges are required Memorial Day Weekend (Sat- Mon), and weekends in June. Beginning Father's Day weekend, badges are required daily until Labor Day. Additional weekends may be added in September, depending on weather and water conditions. During these times, badges are required from 9am- 5pm, Monday through Friday; and 9am- 6pm on the weekends and holidays. During these hours lifeguards are on duty and swimming, surfing, and fishing is restricted to areas as determined by the lifeguards. Beach badges are available at booths at all beach entries, as well as the Boardwalk Beach Office, open from 10 am to 4 pm.

Surfing:

The area between the jetties on Deal Lake Drive and Eighth Avenue is a closed-to-the-public for swimming, surfing-only beach while lifeguards are on duty. When lifeguards are off duty, surfers are free to enter the water at their own risk

Fishing:

When lifeguards are on duty, for swimmer safety, fishing is restricted to the area near the jetty on Deal Lake Drive.

Dogs:

From May 16 to October 14, dogs are only allowed on the Eighth Avenue Dog Beach from 6 pm to 8:30 am. They are not allowed on the boardwalk during this time.

Public Restrooms:

The public restrooms at 1st Avenue, 4th Avenue, and near the North Eats Food Truck Court by 7th Avenue are seasonal. They are located in trailers which are removed from the beachfront during the winter months. All restrooms are owned by the Subsequent Developer and could be removed at any time.

2. Permanent Restrictions

There are no permanent restrictions to access in the City of Asbury Park.

III. Community Needs Assessment

Access to the waterfront is critical to the City's character as a seaside resort community. Approximately three linear miles of the City, whose perimeter measures just over five linear miles, are bounded by tidal waterways, and contain 37 points of public access. In recent years, the City has prepared several plans and studies to further improve the access, use, and enjoyment of its waterfront. Summaries of the Redevelopment Plan and the Redeveloper's Agreement as they relate to public beach access and relevant improvements can be found in Appendices 4 & 5.

The City identifies that surfing and fishing is restricted along the portions of the beach between Asbury Avenue and Eighth Street. The stretch of the beach from Eighth Street north to the border with Loch Arbour is a fishing and surfing beach, with restrictions on bathing/swimming. The City does not identify a need for an expansion of the fishing/surfing portion of the beach. The City also does not anticipate expanding the permitted public uses of any of the other existing access points, except as otherwise pointed out in this plan.

In terms of ADA accessibility, the access points connecting Ocean Avenue to the boardwalk are ADA accessible. The boardwalk also provides a number of ADA accessible ramps to serve as access to the beach. The City recognizes the importance of maintaining ADA accessibility of these sites, though no new enhancements to ADA accessibility are anticipated at this time.

An overview of all the access points, amenities, and associated activities are discussed in Section II, Public Access and is also outlined in Table 1.

Future Access Points:

The City of Asbury Park is planning to extend the boardwalk at its northern end to span the eastern perimeter of the Fisherman's Parking Lot and along the surf beach. In this area, the wooden boardwalk will meander through the existing dunes, allowing users to visually access a more natural and undeveloped beach environment. While at this time it is not anticipated that the planned extension will not provide physical access to the beach, it will be accessible to all members of the public from the existing northern terminus of the boardwalk.

Parking:

The City of Asbury Park's Comprehensive Parking Management Plan was prepared in March of 2015 by Desman Associates (see Appendix 6). The Plan acknowledges that the City is currently in the midst of a period of revitalization, recognizing that the community's need for parking to support continued growth and redevelopment has become a serious challenge. Parking in Asbury Park consists of on-street parking with a network of parking meter pay stations and several off-street surface parking lots, both public and privately owned.

The oceanfront area has been annually attracting increasing numbers of beach patrons and visitors. Surveys taken in August 2014 found that all available street parking was occupied during mid-day on a Saturday with spillover demand consuming on-street spaces in adjacent neighborhoods. During the parking survey period, the demand for parking in the Waterfront area, surpassed the area's existing inventory of on and off street parking spaces. In 2015, there were 2,444 spaces in the Waterfront Area. The City of Asbury Park has added more marked spaces throughout 2017, however the availability of parking continues to be an issue for the City. The Comprehensive Parking Management Plan acknowledges that the largest concern for the Waterfront area is how to best "manage and mitigate the adverse impacts of this unwieldy but highly value seasonal influx of sun and surf worshipers." Going forward, the availability of parking spaces near the oceanfront and other public access areas, particularly as it relates to ADA accessibility, will be a challenge for the City. Asbury Park plans to alleviate some of the pressures

through a mix of increased public transit options, local shuttle service, and bike sharing, as well as through maximizing existing parking lots.

Restrooms:

Due to the large seasonal populations visiting Asbury Park's public beaches in the summer, identifying the need for public restrooms has been critical for the City. Currently, all public access bathrooms are currently owned and operated by the Master Developer. However, the City is currently looking to construct a City-maintained and ADA-accessible restroom building, proposed to be located on the east/beach side of the boardwalk close to the eastern terminus of the southern stretch of Third Avenue (to the southeast of the miniature golf site). This building will consist of restroom services (with separate men's, women's, and gender-neutral facilities) an EMS facility, a lifeguard station/headquarters, and a ticket booth for sale of beach badges. It will be open year-round for restroom services.

IV. Implementation Plan

Asbury Park has created an Implementation Plan composed of Priorities, Preservation of Public Access Locations, Signage, Proposed Access Improvements and Facilities, and Municipal Tools for Implementation as described in the following section:

A. Priorities

Asbury Park developed the following priorities:

1. Maintain Existing Public Access

Existing public access locations are maintained by the City of Asbury Park Department Public Works. Deal Lake and the entirety of the City's beachfront is listed on Asbury Park's Recreation and Open Space Inventory (ROSI). A listing of all ROSI properties can be found in Appendix 3.

a. Tools

Maintenance schedules and routines are determined by the Department of Public Works.

b. Cost and Funding

Revenue generated from beach badges goes into a Beach Maintenance Fund, which then pays for activities related to the maintenance of the beach, including hiring lifeguards during the summer season. Additionally, the DPW annual operating and capital budget covers maintenance and operating expenditures.

2. Preserving Public Access

As stated above, Deal Lake and the entirety of the Asbury Park beach are listed on the City's ROSI, preserving these areas for open space and recreation purposes. The City should work with the Master Developer to ensure public access to the beach is preserved in the future and accessible to all.

Ensuring the availability of parking in the future to meet current and predicted demands is of the utmost importance. This will be done by targeting additional areas for parking throughout the City and working with the Subsequent developer to ensure all future redevelopment projects have adequate

parking spaces in accordance with existing planning documents. Increasing transportation options to the waterfront area through shuttle services from the train station and a bike sharing program can also help to reduce overall parking demands.

Currently, all public restrooms along the boardwalk are owned and maintained by the Subsequent Developer. Asbury Park and the Subsequent Developer should ensure that public restrooms along the boardwalk remain accessible to the public; and look to enhance the availability of public restrooms in the future by increasing the number, location, and time of year to which access is available, in accordance with existing planning documents.

a. Tools

The City should work with the Subsequent developer to preserve public access through deeds and easement dedication.

b. Cost and Funding

Costs will be very site and project specific. The City can look to a variety of funding sources including Green/ Blue Acres and the Monmouth County Open Space Trust Fund if additional land preservation opportunities arise. The City can also work with Subsequent developer to preserve public access and increase accessibility to amenities such as public restrooms.

Income generated through the Parking Utility Fund can be used fund additional parking locations and transportation alternatives within legal means.

3. Proposed Locations and Facilities

The City is planning on extending the Boardwalk to the north, featuring a meandering path through the dunes east of the fisherman's parking lot at the north end of town. This will be completed by Spring 2018.

If funding becomes available, the City would like to repair the existing boat ramps on Deal Lake, enhance the seating and landscaping at Deal Lake, and repair the wall and railings to St. John's Island on Sunset Lake. Additionally, the City would like to add bike racks to all the lakes.

a. Tools

It is anticipated that the boardwalk extension will commence in Spring 2018 and work will be completed by the Master Developer.

b. Cost and Funding

The boardwalk extension will be paid for through Redevelopment Area Bonds.

B. Signage

The City of Asbury Park provides signage at each of its public access points along the boardwalk, beachfront, and Deal Lake. Asbury Park provides a number of different access signs indicating location, access, restrictions, amenities, and any other relevant information. The City of Asbury Park anticipates

it will amend its signage ordinance (see Appendix 8) to require public access signage to be located and maintained at each municipal public access point in 2018.

Examples of the signage Asbury Park has provided throughout the City are as follows:



Figure 10. Welcome to Asbury Park Boardwalk and Beaches Sign- southern end of Boardwalk



Figure 11. South Beach - Beach Badges Required



Figure 12. 1st Avenue- Welcome to Beach, Lifeguards on Duty



Figure 14. Welcome to Boardwalk Regulations Sign



Figure 13. 1st Avenue Beach Information Signs



Figure 15. Public Restrooms Directional



Figure 16. Welcome to Boardwalk and Green Acres Designation



Figure 17. Public Restrooms Directional (2)



Figure 18. Beach Badge Signage, booth, and beach information signs



Figure 19. Fisherman's Lot Welcome Sign



Figure 20. 6th Avenue North Ramp Boardwalk Entrance



Figure 23. 6th Avenue South Ramp Boardwalk Entrance



Figure 21. Fisherman's Beach Entrance Signage



Figure 24. Sunset Avenue Boardwalk Entrance



Figure 22. Asbury Tower's Boardwalk Entrance



Figure 25. 5th Avenue Boardwalk Entrance



Figure 26. 4th Avenue North Ramp Boardwalk Entrance



Figure 28. 3rd Avenue North Ramp Boardwalk Entrance

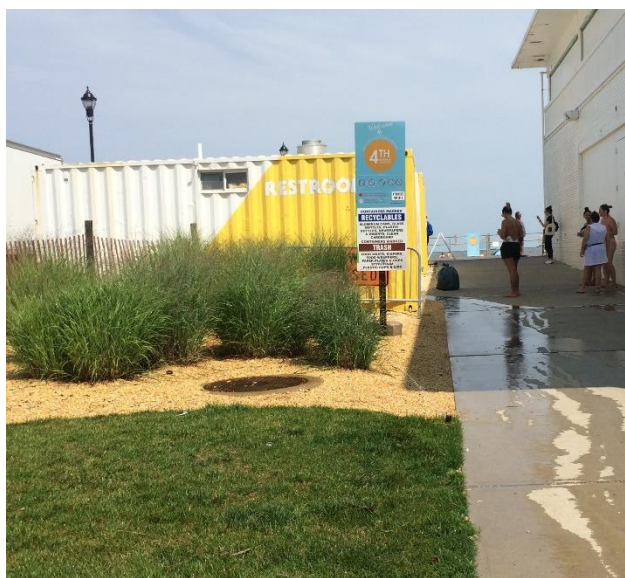


Figure 27. 4th Avenue South Ramp Boardwalk Entrance



Figure 29. 2nd Avenue South Ramp Boardwalk Entrance



Figure 30. 1st Avenue North Ramp Boardwalk Entrance



Figure 31. 1st Avenue South Ramp Boardwalk Entrance



Figure 32. Asbury Avenue Boardwalk Entrance



Figure 33. Deal Lake Multi-Use Path



Figure 34. Deal Lake Boat Ramp

V. Relationship to the Other Regional and State Plans

Asbury Park MPAP has been reviewed for consistency and has the following relationship to other Regional and State Plans:

A. 2016 Monmouth County Master Plan

Monmouth County adopted a new comprehensive Master Plan in October 2016. The new Plan acknowledges a fundamental change in the approach to regional planning; from one that emphasizes growth management in an era of mass suburbanization to one that is more focused on the redevelopment and revitalization of communities throughout the county. It also recognizes that most of municipalities have planned for and established their desired physical form and character. As a result, many now seek to maintain and enhance their distinct identities through more sustainable approaches in a time characterized by limited growth and constrained public finance. This MPAP is consistent with the following Goals and Objectives of the Monmouth County Comprehensive Master Plan:

Goal # 2: Promote the protection and conservation of natural and cultural resources to help guarantee our long-term sustainability

- Objective 2.1.B: Protect, conserve, and enhance the county's significant, diverse, natural, and scenic resources utilizing sound ecological protection and restoration measures.
- Objective 2.1.D: Encourage the sustainable use of public lands in concert with natural resource protection.
- Objective 2.1.H: Promote public awareness of environmental issues through outreach and educational opportunities including the relationship between the protection and enhancement of natural resources and economic value to the community.
- Objective 2.1.I: Support the creation of municipal land use regulations and programs that protect environmentally sensitive areas based on constraints, building suitability, natural resource value, and environmental criteria.

B. 2001 New Jersey State Plan:

The New Jersey State Plan was last adopted in 2001. The City of Asbury Park is located entirely in the Metropolitan Planning Area (PA1). The intent of the Metropolitan Planning Area (PA1) is to provide for much of the state's future redevelopment; revitalize cities and towns.; promote growth in compact forms; stabilize older suburbs; redesign areas of sprawl; and protect the character of existing stable communities. The goals and objectives of this Municipal Public Access Plan are consistent with the New Jersey State Plan.

VI. Resolution of Incorporation

Asbury Park has approved a resolution for the incorporation of the MPAP. See Appendix 1 for the resolution. Approval of this plan does not eliminate the need for any Federal, State, County or municipal permits, certifications, authorizations or other approvals that may be required by the Applicant, nor shall the approval of this plan obligate the Department to issue any permits, certifications, authorizations or other approvals required for any project described in this plan.

Appendix 1: Resolution for Incorporating MPAP into Master Plan

(upon adoption the final resolution will replace this model)

Resolution # _____

Title: A RESOLUTION APPROVING THE MUNICIPAL PUBLIC ACCESS PLAN

WHEREAS, the City of Asbury Park Municipal Public Access Plan (MPAP) was submitted to the City Council and reviewed at the regular meeting of {date}, and

WHEREAS, the governing body has approved the plan as submitted, and

WHEREAS, the governing body recognizes the need to make the MPAP an authorized component of municipal decision-making by incorporating it into the municipal master plan,

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park the "City of Asbury Park Municipal Public Access Plan," a copy of which is attached, is hereby approved.

FURTHER RESOLVED, the MPAP shall be incorporated into the municipal master plan within {element}.

FURTHER RESOLVED a copy of the plan shall be sent to the New Jersey Department of Environmental Protection for review and approval in accordance with N.J.A.C.7.7.

I hereby certify the foregoing to be a resolution adopted by the *City Council* at a meeting held on {date}.

Municipal Clerk

Appendix 2: Public Access Table

ID	SIGNS	PARKING	STREET	CROSS_STREET	BADGE	SWIMMING	FISHING	SURFING	PLAYGRD	PARK	PIER	BOATLNCH	MARINA	RESTRM	H/C	SHORE- LINE	ACCESS_TYPE	
0	Yes	Street, Lot; pay	South Beach	Boardwalk	Yes	Yes	Restricted	Restricted	No	No	No	No	No	No	None	Ocean	Beach	Utilized
1	Yes	Street, Lot; pay	1st Ave	Boardwalk	Yes	Yes	Restricted	Restricted	No	No	No	No	No	Yes	Ramp, HC Restroom	Ocean	Beach	Utilized
2	Yes	Street, Lot; pay	2nd Ave	Boardwalk	Yes	Yes	Restricted	Restricted	Yes	No	No	No	No	Yes	Ramp	Ocean	Beach	Utilized
3	Yes	Street, Lot; pay	3rd Ave	Boardwalk	Yes	Yes	Restricted	Restricted	No	No	No	No	No	No	Ramp	Ocean	Beach	Utilized
4	Yes	Street, Lot; pay	4th Ave	Boardwalk	Yes	Yes	Restricted	Restricted	No	No	No	No	No	Yes	Ramp, HC Restroom	Ocean	Beach	Utilized
5	Yes	Street; pay	5th Ave	Boardwalk	Yes	Yes	Restricted	Restricted	No	No	No	No	No	Yes	Ramp, HC Restroom	Ocean	Beach	Utilized
6	Yes	Street; pay	6th Ave	Boardwalk	Yes	Yes	Restricted	Restricted	No	No	No	No	No	No	Ramp	Ocean	Beach	Utilized
7	Yes	Street; pay	7th Ave	Boardwalk	Yes	Yes	Restricted	Restricted	Yes	No	No	No	No	Yes	HC Restroom	Ocean	Beach	Utilized
8	Yes	Street, pay; Lot, free	Deal Lake Drive	Boardwalk	Yes	Restricted	Yes	Yes	No	No	No	No	No	No	None	Ocean	Beach	Utilized
9	Yes	Street, pay; Lot, Free	Deal Lake Drive	Fisherman's Lot	Yes	Restricted	Yes	Yes	No	No	No	No	No	No	None	Ocean	Beach	Utilized
10	Yes	Street; pay	Kingsley St.	Deal Lake Drive	No	No	Yes	No	No	No	No	No	No	No	None	Lake	Fishing	Utilized
11		Street; pay	Webb St.	Deal Lake Drive	No	No	Yes	No	No	No	No	No	No	No	None	Lake	Fishing	Utilized
12	Yes	Street; free	Park Ave.	Deal Lake Drive	No	No	Yes	No	No	No	No	No	No	No	None	Lake	Fishing	Utilized
13	Yes	Street; free	Main Street	7th Ave	No	No	No	No	No	No	No	Yes	No	No		Lake	Boat	Utilized
14		Street; pay	Lake Ave	Heck St/ Grande Ave	No	No	No	No	No	No	No	Yes	No	No		Lake	Boat	Utilized
15	Yes	Street, Lot; pay	Boardwalk	Asbury Ave to Deal Lake Dr.	No	No	No	No	Yes	No	No	No	No	Yes	Ramp- all street ends, benches along boardwalk	Ocean	Visual	Utilized
16	Yes	NA	South Beach	Carousel Building	No	No	No	No	No	Yes	No	No	No	No	None	Ocean	Visual	Utilized
17	Yes	Street, Lot; pay	Asbury Avenue	Ocean Avenue	No	No	No	No	No	No	No	No	No	No	Ramp	Ocean	Visual	Utilized
18	Yes	Street, Lot; pay	1st Ave (South)	Ocean Avenue	No	No	No	No	No	No	No	No	No	No	Ramp	Ocean	Visual	Utilized
19	Yes	Street; pay	1st Ave (North)	Ocean Avenue	No	No	No	No	No	No	No	No	No	Yes	Ramp, HC Restroom	Ocean	Visual	Utilized
20	Yes	Street; pay	2nd Ave (South)	Ocean Avenue	No	No	No	No	No	Yes	No	No	No	No	Ramp	Ocean	Visual	Utilized
21	Yes	Street, Lot; pay	2nd Ave (North)	Ocean Avenue	No	No	No	No	No	Yes	No	No	No	No	Ramp	Ocean	Visual	Utilized
22	Yes	Street, Lot; pay	3rd Ave (South)	Ocean Avenue	No	No	No	No	No	Yes	No	No	No	No	Ramp	Ocean	Visual	Utilized
23	Yes	Street; pay	3rd Ave (North)	Ocean Avenue	No	No	No	No	No	Yes	No	No	No	No	Ramp	Ocean	Visual	Utilized
24	Yes	Street; pay	4th Ave (South)	Ocean Avenue	No	No	No	No	No	Yes	No	No	No	Yes	Ramp, HC Restroom	Ocean	Visual	Utilized
25	Yes	Street, Lot; pay	4th Ave (North)	Ocean Avenue	No	No	No	No	No	Yes	No	No	No	No	Ramp	Ocean	Visual	Utilized
26	Yes	Street; pay	5th Ave	Ocean Avenue	No	No	No	No	No	No	No	No	No	Yes	Ramp, HC Restroom	Ocean	Visual	Utilized
27	Yes	Street; pay	Sunset Avenue	Ocean Avenue	No	No	No	No	No	No	No	No	No	No	Ramp	Ocean	Visual	Utilized
28	Yes	Street, Lot; pay	6th Ave (South)	Ocean Avenue	No	No	No	No	No	Yes	No	No	No	No	Ramp	Ocean	Visual	Utilized
29	Yes	Street, Lot; pay	6th Ave (North)	Ocean Avenue	No	No	No	No	No	Yes	No	No	No	No	Ramp	Ocean	Visual	Utilized
30	Yes	Street, Lot; pay	7th Ave	Ocean Avenue	No	No	No	No	No	Yes	No	No	No	Yes	Ramp, HC Restroom	Ocean	Visual	Utilized
31	Yes	Street; pay	Asbury Towers	Ocean Avenue	No	No	No	No	No	No	No	No	No	No	Ramp	Ocean	Visual	Utilized
32	Yes	Street, pay; Lot; free	Deal Lake Drive	Ocean Avenue	No	No	No	No	No	No	No	No	No	No	Ramp	Ocean	Visual	Utilized
33		Street, lot	Deal Lake Drive	multi-use path	No	No	No	No	No	No	No	No	No	No	None	Lake	Visual	Utilized
34	No	Street	Deal Lake Drive	Park Ave- East	No	No	No	No	No	No	No	No	No	No	None	Lake	Visual	Utilized
35	No	Street	Deal Lake Drive	Park Ave -West	No	No	No	No	No	No	No	No	No	No	None	Lake	Visual	Utilized
36	No		Deal Lake Drive	Main Street (Rt 71)	No	No	No	No	No	No	No	No	No	No	None	Lake	Visual	Utilized

Explanation of table:

SIGNS: Does the location provide signage identifying the location as a point of public access? Yes or No

PARKING: Is parking for the location/facility provided on the street or in a lot and is it free or do you have to pay? Street, free; Street, pay; Lot, free, Lot, pay

STREET: On what street is the public access located?

CROSS STREET: What is the cross street where this location is located?

BADGE: Are there times when a badge is required to use this location? Yes or No

SWIMMING: Is swimming permitted at this location? Yes or No (Limitations on swimming, such as hours, lifeguards, etc., are discussed in Section II.B and C)

FISHING and SURFING: Is fishing/surfing permitted at this location? Yes or No (Limitations/restrictions are discussed in the Section II.B and C)

PLAYGRD, PARK, PIER, BOATLNCH, MARINA, RESTRMS: Does this location include these amenities? Yes or No

H/C: What amenities are handicap accessible at this location/facility? (Not necessarily ADA Compliant) None, Parking reserved, Ramp provided, and/or Restrooms accessible

SHORELINE: What shoreline does this location inhabit? Ocean, Bay, River and/or inlet

ACCESS TYPE: Describe the type of access: Beach, Fishing, Boat, and/or Visual

Appendix 3: Recreation and Open Space Inventory

DEVELOPED AND PARTIALLY DEVELOPED PARK AND RECREATION AREAS(ROSI):

Park Name	Block	Lot	Acres	Funded/ Unfunded		Park Name	Block	Lot	Acres	Funded/ Unfunded
Sunset Park	2904	2	.77	Unfunded		Main Street and Cookman Ave.	2407	1	.15	Unfunded
Sunset Park	2905	1	2.57	Unfunded		Locust Drive Park	2103	1	.27	Unfunded
Sunset Park	2906	1	3.94	Unfunded		Westside Recreation Area	1102	9 10	.46	Unfunded
Sunset Park and Lake	3501	1	3.35	Unfunded		Casino Building Easement**	4502	Part of 1.04	.14	Unfunded
Sunset Park and Lake	3502	1	7.84	Unfunded		First Avenue (Open Space)**	4502	1.07	.39	Unfunded
Atlantic Park	4102 4103	1 1	1.80	Unfunded		Second Ave. (Open Space)**	4502	1.09	.43	Unfunded
Deal Lake Park**	3702 3002 3001	1 1 1	1.44 1.15 .94	Unfunded		Third Ave. Open Space)**	4502	1.11	.28	Unfunded
Marine Grill Parking Area**	4402	1	1.29	Unfunded		Fourth Ave. Open Space)**	4502	1.15	.28	Unfunded
Boardwalk and Beach**	4501	1.01	21.9	Unfunded		Fifth Ave. Open Space)**	4502	1.17	.10	Unfunded
Wesley Lake Park**	2411	1	2.08	Unfunded		Fourth and Heck Streets	3403	1	.75	Unfunded
Overlook Park (aka Kennedy Park)	3105	1	.55	Unfunded		Convention Hall Easement**	4502	Part of 1.18	.37	Unfunded
Soldiers Park	3102	1	.014	Unfunded		Sunset Avenue (Open Space)**	4502	1.19	.29	Unfunded
Liberty Park	3305	1	2.75	Unfunded		Sixth Ave. (Open Space)**	4502	1.21	.14	Unfunded
Transportation Center	2408	Part of 1	.35	Funded		Seventh Ave. (Open Space)**	4502	1.24	.36	Unfunded
Asbury Ave. Open Space**	4502	1.05	.14	Unfunded		East of Ocean Ave., Between 7 th & 8 th Behind Treatment Plant (open space)**	4502	1.26	1.07	Unfunded

**= Public access provided at this site

RECREATION AND OPEN SPACE INVENTORY

Wholly Undeveloped Lands Held for Recreation and Conservation Purposes

<u>Name</u>	<u>Block</u>	<u>Lot</u>	<u>Acres</u>	<u>Funded/Unfunded</u>
Deal Lake**	100	1	65.9	Unfunded
Wesley Lake**	2412	1	11.8	Unfunded

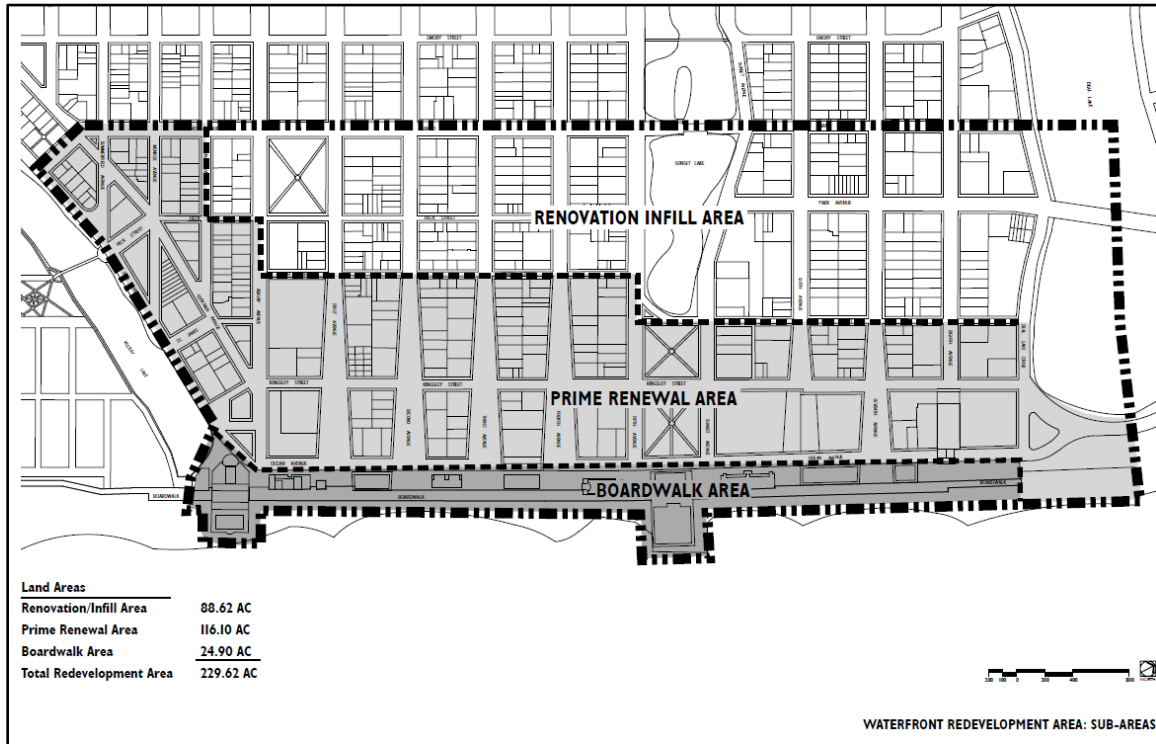
Total Acres of wholly undeveloped lands from all pages of this ROSI = 77.7

Combined total of wholly undeveloped, developed, and partially developed park and recreation areas within the local unit = 138.514

Appendix 4: Summary of Asbury Park's Waterfront Redevelopment Plan

Asbury Park Waterfront Redevelopment Plan (2005)

The Asbury Park Waterfront Redevelopment Plan (the “Redevelopment Plan”) was adopted in November 1984, but has since been amended six times (the latest of which was in December 2005). The Redevelopment Plan governs the zoning for the portion of the City that includes all land to the east of Grand Avenue, delineated into three prime land areas (Renovation/Infill Area, Prime Renewal Area, and Boardwalk Area), as shown below:



The Redevelopment Plan identifies four overall community goals, including:

1. Preserve the character and history of Asbury Park;
2. Make Asbury Park a great community to live in all year round;
3. Generate new tax revenue for the City; and,
4. Spur economic growth through employment opportunities.

Open Space, Recreation, and Community Facilities

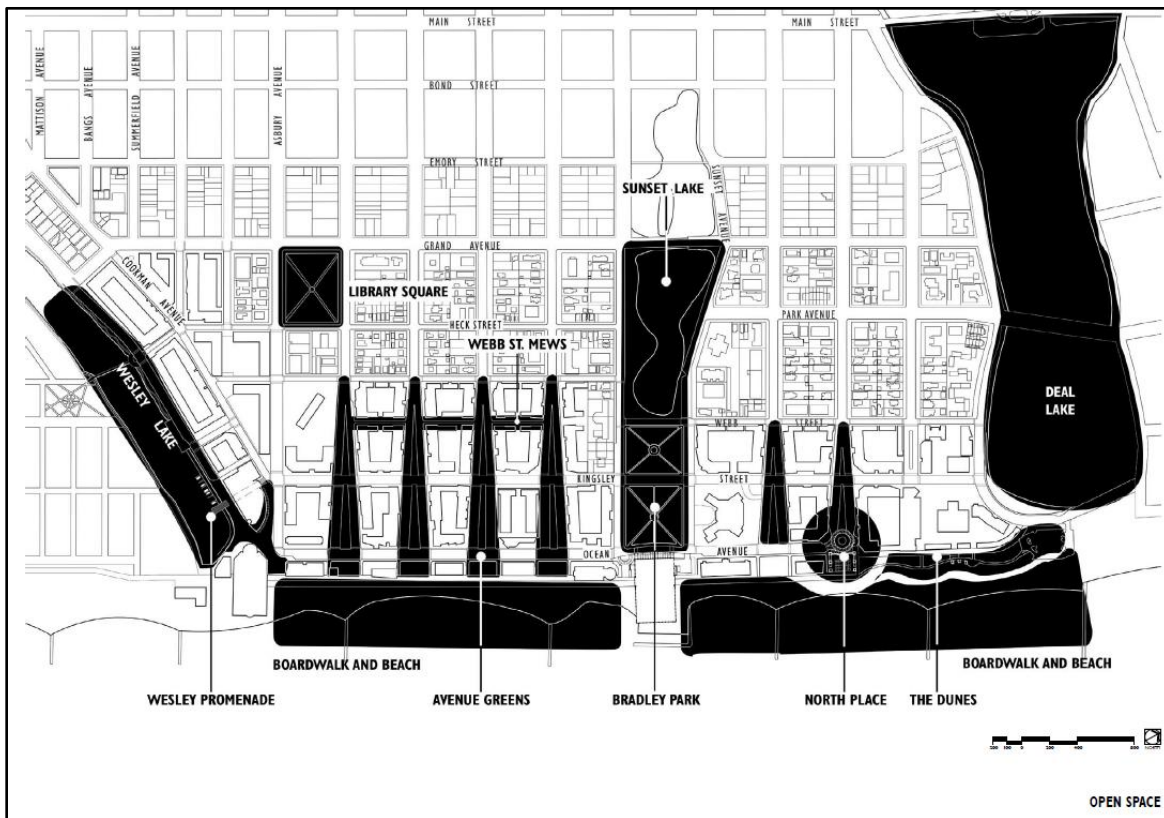
The Open Space, Recreation, and Community Facilities section of the Redevelopment Plan identifies a variety of envisioned enhancements to the Redevelopment Area for public use and access to the waterfront and open space amenities. Such enhancements include the following:

1. Maintaining and enhancing public access through the extension of sidewalks flanking each of the east-west avenues directly to the Boardwalk;
2. Linkage of Eighth Avenue to the Boardwalk through a single pedestrian path beginning at Kingsley Street;
3. Renovation of public arcades within the Casino and Convention Hall buildings in order to permit and encourage uninterrupted pedestrian movement along the Boardwalk;
4. Locating the surf/sail beach at the north end of the public beach in order to provide a place for surfing, kayaking, and sailing without conflicting with bathing;
5. Developing a public beach club;

6. Extending the northern end of the Boardwalk to meet Ocean Avenue at Deal Lake;
7. Constructing a new path to extend from Seventh Avenue to Deal Lake;
8. Constructing new dunes;
9. Constructing a public children's pool area at the eastern terminus of Second Avenue, between Ocean Avenue and the Boardwalk;
10. Maintaining access to the rock jetties to continue to enable surf fishing;
11. Developing bocce courts at the terminus of Sixth Avenue, between Ocean Avenue and the Boardwalk; and,
12. Renovating the Casino and Convention Hall buildings to serve as focal points for community events along the Boardwalk.

The Redevelopment Plan identifies that upon completing redevelopment of the Redevelopment Area, "open space will represent 19.2% of the Prime Renewal/Boardwalk Area and 17.3% of the entire Waterfront Redevelopment Area." Additionally, "Asbury Park's beach and mile-long Boardwalk will continue to serve as the primary public open space within the Waterfront Redevelopment Area."

The Redevelopment Plan's Open Space map is located below:



The Redevelopment Plan further states that continuous public access to the waterfront will be provided through the extensions and improvement of the oceanfront Boardwalk, and that the design of streets within the Redevelopment Area will enhance the connectivity between upland neighborhoods and the beachfront.

Appendix 5: Summary of Amended and Restated Redeveloper and Land Disposition Agreement

Attachment: Asbury Park Municipal Public Access Plan 20180618 COMPRESSED FINAL DEP approved (2018-314 : Referring the Municipal

Amended and Restated Redeveloper and Land Disposition Agreement

The Amended and Restated Redeveloper and Land Disposition Agreement is a master redeveloper agreement between the City of Asbury Park (acting as the redevelopment agency) and Asbury Partners, LLC that was executed in 2002 in order to implement the Asbury Park Waterfront Redevelopment Plan. The purpose of the redeveloper agreement is to set forth the respective rights, obligations, conditions, and agreements of the City and the Master Redeveloper in connection with the development and redevelopment of the properties in the Asbury Park Waterfront Redevelopment Area.

The redeveloper agreement outlines the following specific provisions as relevant to public beach access and parking for the redevelopment area:

1. **Article 3, Schedule of Development: 3.13 Beach Clubs:** “Master Developer shall be responsible for the construction of two, one or two-story Beach Club facilities, one of which shall be available to the general public. The first will be located on the eastern terminus of Ocean Avenue and the beach between 6th and 7th Avenues and Master Developer may charge a membership fee. The second, the public Beach Club will be located on the eastern terminus of Ocean Avenue and the beach between 1st and 2nd Avenue and available to the general public. Neither of the facilities shall be built to impede pedestrian access to the boardwalk. The obligation to construct the facility for the general public is explicitly conditioned on Master Developer obtaining all approvals to construct the two Beach Clubs”
2. **Article 3, Schedule of Development: 3.16.4 The Empress Hotel:** “Master Developer will acquire the surface parking lot adjoining the Empress Hotel and provide the owner with an equal amount of parking spaces in a parking structure currently planned to be three levels. Master Developer will increase the structure by two or three additional levels which shall make available at market rates to the general public 200 spaces as paid parking.”
3. **Article 14, Special Improvement District (S.I.D.):** “The City and Master Developer acknowledge particular concern and attention to be devoted to the Beachfront and Boardwalk areas, particularly the regulation of parking.”

Appendix 6: Comprehensive Parking Management Plan

CITY OF ASBURY PARK

Comprehensive Parking Management Plan



Submitted to:
Department of Planning & Redevelopment
City of Asbury Park, New Jersey

Prepared by:
DESMAN
ASSOCIATES

March 2015

CITY OF ASBURY PARK

Comprehensive Parking Management Plan

EXECUTIVE SUMMARY

The City of Asbury Park ("City") is a 1.5 square mile Atlantic coast waterfront community located in Monmouth County, New Jersey. The City is characterized by its rich history as a seaside resort, a center for the performing arts, and its history as a commercial destination. The City is currently in the midst of a period of revitalization. A variety of large and small revitalization projects have been recently completed, while others are in various stages of planning and implementation. These projects are transforming the City's Waterfront, Central Business District (CBD), Main Street corridor, and the Springwood Avenue redevelopment district. Along with this revitalization has come some concerns that the community's need for parking to support continued growth and redevelopment has become a serious challenge, and in turn, economic revitalization may suffer.

At present, the City's parking system is comprised of several off-street surface parking lots and a network of on-street parking meter pay stations which are dispersed throughout the downtown and waterfront district. The City also owned one parking structure located in the downtown area which was sold to the State of New Jersey in 1999. The garage is open to the public on weekends but primarily is used to support the functions at the State Office building during weekday business hours. Several private sector entities control a number of surface parking lots in downtown area and on the waterfront. The privately-owned lots in the downtown area and several in the Waterfront District exist to satisfy the off-street parking requirements for particular residential, institutional and commercial properties. However, there are three privately owned and managed off-street lots in the Waterfront District that were established by agreement with the City to address the parking needs of the commercial enterprises and entertainment venues that line the oceanfront boardwalk and Ocean Avenue. These lots are open to the general public and users of the lots are charged a fee to park.

Real estate renovation and development projects, growing numbers of new and expanding commercial establishments and an upwardly trending pattern of new people taking up residency in the community have quickly driven the demand for parking, particularly in the downtown area, to and nearly beyond the capacity of the City's on-street parking system. Opportunities to further expand the City's on-street parking system are limited. The few off-street sites exist where a parking structure might be developed in the future are all privately controlled and some are already used as surface parking lots to satisfying the parking requirements of existing properties. Questions have been raised about whether the City's current parking requirements and policy positions used to determine whether new developments and revitalization projects should be allowed to proceed are still appropriate, given the new nature and characteristics of the changes taking place in the community.

The Asbury oceanfront, with its reinvigorated commercial and entertainment attractions that line the boardwalk and Ocean Drive, has been attracting annually increasing throngs of beach patrons. Resulting seasonal traffic generation and demand for parking is like a tsunami that envelopes the waterfront area and surges well past the edges of the adjacent neighborhood. The concern for this area is how best to



manage and mitigate the adverse impacts of this unwieldy but highly value seasonal influx of sun and surf worshipers.

While, the City has concerns about its capacity and resources to take on any major initiatives relative to parking, it recognizes that it is time to formulate a pro-active comprehensive parking management plan. The plan needs to define some immediate and practical steps that can be taken to relieve some of the community stress concerning parking and establish some key long term goals and strategies for continuing to deal with what appears to be ever-changing and intensifying future parking challenges.

DESMAN Associates was retained to: analyze the current situation, forecast the impact of trending circumstances, explore immediate and longer term problem-solving opportunities, evaluate the effectiveness of current program management and policies, and to define a comprehensive parking management plan that includes a template for implementation.

DESMAN Associates is a nationally recognized parking consulting firm specializing in all aspects of planning, design, engineering, operation, cost estimating, and financial feasibility for parking facilities and parking systems. DESMAN is headquartered in New York, NY, and also maintains offices in Cleveland, Chicago, Boston, Hartford, Denver, Washington, D.C., Fort Lauderdale, and Pittsburgh.

Founded in 1973, DESMAN's staff of approximately 100 parking planners, architects, engineers, transportation planners, and operations specialists have served municipalities, universities, medical institutions, corporations, sports and entertainment enterprises, airports and private commercial developers across the United States in their efforts to plan, design, build, finance and operate parking assets.

CITY OF ASBURY PARK

Comprehensive Parking Management Plan

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Comprehensive Parking Management Plan

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Comprehensive Parking Management Plan

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CITY OF ASBURY PARK

Comprehensive Parking Management Plan

EXISTING PARKING PROGRAM CONDITIONS

PARKING INVENTORY SUMMARY

Community Redevelopment Areas

The scope of the study and planning effort focuses on four redevelopment areas, namely the Central Business District (CBD), the Waterfront, Main Street, and Springwood Avenue. The extent and intensity of the prevailing demand for parking in each of these four areas is quite different. Parking demand in the CBD and along Main Street is fairly consistent and driven by normal business activities. The parking demand on the Waterfront is driven by nightly entertainment establishments and by seasonal and weekend beach patronage. At the present time parking demand along Springwood Avenue is nearly non-existent as proposed redevelopment has yet to materialize on the large tracks of vacant land area along the avenue. **Exhibit 1** depicts the boundaries of the three redevelopment areas that are the focus of this parking study and planning initiative.

While an initial count of the numbered and regulated metered parking spaces on-street in the CBD and Waterfront area was provided by the City's parking enforcement units, the City did not provide an accurate and detailed map showing the locations of the metered on-street parking spaces. Therefore, DESMAN conducted a field inventory to confirm the count and locations of on-street metered spaces. Where legal but unnumbered on-street spaces exist along Main Street from Deal Lake Drive to Lake Avenue, the count of on-street parking spaces along each city block face was approximated based on the presence of parked vehicles and the existence of bus stops, fire hydrants, driveways and crosswalks. The locations and space capacities of several off-street parking facilities in the CBD and Waterfront areas were also confirmed as part of the initial inventory.

The following summarizes the parking survey methodology, the inventory of spaces by area and the initial findings and observations that DESMAN has made regarding the existing parking circumstances in the City of Asbury Park.

Survey Methodology

After the inventory of existing parking spaces was confirmed for the study areas, the utilization of the spaces was surveyed on Friday August 7th and Saturday August 8th. From all accounts, August was reported to be the month when parking activity in both the CBD and Waterfront areas is most intense. On both days, the hourly on-street parking space utilization was documented between 9:00AM and 10:00PM in the CBD and Waterfront area. Since there are no meters or stripped spaces currently along Main Street, the surveyors simply recorded the hourly count of parked vehicles along each city block face between the hours of 9:00AM and 5:00PM. Due to absence of parking activity the Springwood Avenue district was not surveyed. The collected on-street parking data was tabulated by street, by city block face and by time of day. DESMAN assigned an ID number to each city block within the CBD and Waterfront redevelopment areas in order to organize and cross reference the variances in parking space occupancy levels by street and by city block face. **Exhibit 2** depicts the city block numbering scheme for both areas. The same blocks are included on the tables containing the results of the on-street parking inventory and occupancy survey effort.

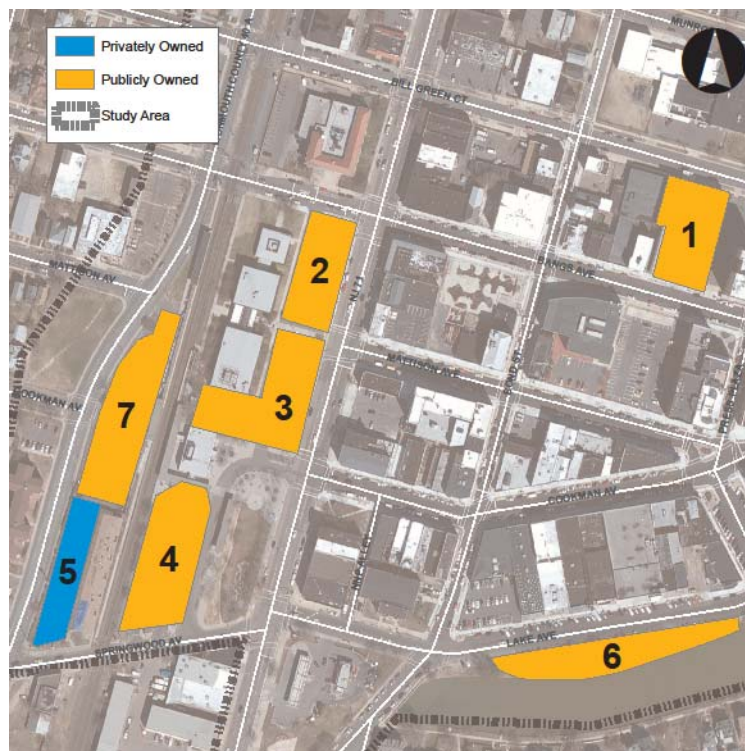


Source: *DESMAN*

Also included as part of the survey effort was the hourly parking activity at 11 off-street parking facilities (i.e. 7 lots in the CBD area and 4 lots in the Waterfront area) that are open and accessible to the general public. The City owns and controls the 3 parking lots (#2, #3 and #4) at City Hall site, the Transit Center lot (#7) on Memorial Drive and a metered lot (#6) on Lake Avenue in the CBD. The City also owns and controls the Fisherman's North Beach lot (#11) in the Waterfront area. The State of New Jersey has owned the Bangs Avenue Garage (#1) in the CBD since 1999 but prior to that time the garage was owned by the City. While the surface parking lot at a strip shopping plaza (#5) on Memorial Drive is not considered to be a general public parking site, the prevailing utilization of the parking at the site was in question so it also was included in the survey. The other three off-street parking lots located in the waterfront redevelopment area are open to the general public even though they are privately owned and operated. These three off-street lots are owned by iStar Enterprises, the current master developer for nearly all of the undeveloped land area in the Waterfront redevelopment area. While there are several more off-street parking facilities in the CBD area, they were excluded from the parking survey because they are privately owned and used to exclusively satisfy the parking needs of specific residential properties or businesses. **Exhibits 3 and 4** depict the locations and ID numbers of the 11 off-street parking facilities that were included in the parking survey.

The two surface lots situated on Memorial Drive (Lots #5 and #7) and the Transit Center Lot (Lot #4) to the south of City Hall were only surveyed on Friday between 9:00AM and 5:00PM. The parking activity at the Bangs Avenue garage was surveyed between 5:00PM and 10:00PM on both Friday and Saturday – the period when the general public is allowed to park in the facility for free. Parking activity at the rest of other eight off-street parking lots was surveyed between 9:00AM and 10:00PM.

Exhibit 3 Surveyed Off-Street Parking Facilities in the CBD Redevelopment Area





Parking Inventory

Table 1 provides a breakdown of the confirmed inventory of 3,895 public parking spaces that were subject to the survey effort. Two-thirds of the public parking supply in the CBD and Waterfront areas and all of the spaces in the Main Street area are located on-street and controlled by the City. Additionally, the control of the off-street parking supply is split 60% to 40% in favor of the private sector.

Table 1 Existing Inventory of On- and Off-Street Parking Accessible to the General Public by Redevelopment Area

	Total Spaces	On-Street Spaces	Off-Street Spaces	Off-Street	
				Public	Private
CBD Area	1,279	835	444	386	58
		65%	35%	87%	13%
Waterfront Area	2,444	1,648	796	110	686
		67%	33%	14%	86%
Main Street Area	172	172	0		
		100%	0%		
TOTAL PUBLIC PARKING SUPPLY	3,895	2,655	1,240	496	744
		68%	32%	40%	60%

Note: On-street parking capacity provided for the Main Street Area is an approximation.

ANALYSIS OF THE PREVAILING PARKING DEMAND

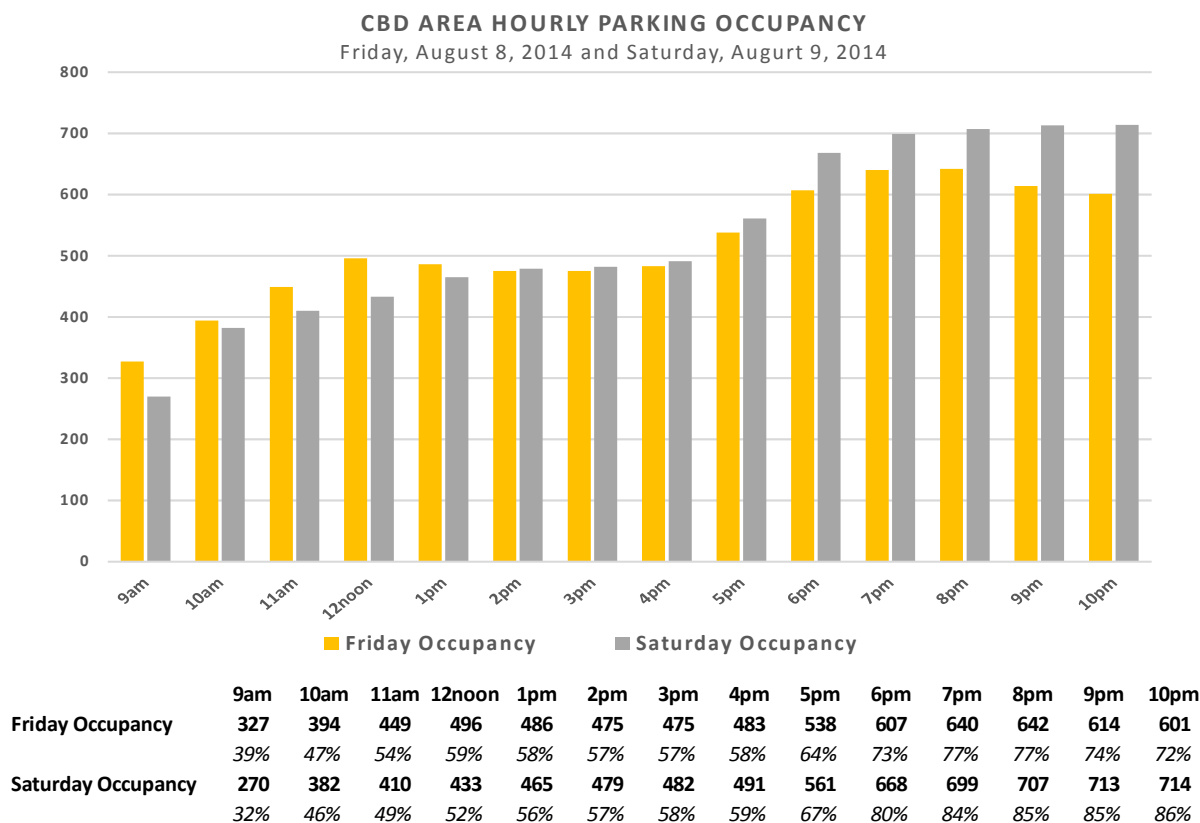
Effective Parking Supply

A parking facility or system operates at optimum efficiency at a level below its actual capacity. In the parking industry, the occupancy at which peak efficiency is reached is generally considered to be between 85% and 90% of the capacity. Operating with a 10% to 15% cushion of unoccupied spaces is necessary to insure that drivers don't have difficulty searching for available spaces and allows the dynamics of vehicles moving in and out of parking stalls to occur more easily during peak periods. It also helps to accommodate variations in parking activity and compensates for the loss of parking due to mis-parked vehicles, snow piling, construction, reserved spaces and other factors. As a result, the effective supply (i.e. 85% to 90% of a facility's and/or a system's actual capacity) is commonly used as the measure for judging the adequacy of the space capacity of a parking facility or system rather than the peak period demand for parking.

Utilization of the On-Street Parking Supply

Central Business District (CBD) Redevelopment Area

Exhibit 5 provides a graphic depiction of the overall day-long hourly utilization of on-street parking spaces in the CBD area on Friday and Saturday in early August last year. On-street space utilization was slightly higher on Friday than Saturday between 9:00AM and 1:00PM, however the opposite was true from 6:00PM to 10:00PM. The midday parking patterns between 2:00PM and 4:00PM were almost identical for both days. At no time during the survey period on either day did the overall parking occupancy level exceed 86% of the actual available supply of spaces. This finding suggests that, at least for now, there is presently an ample supply of on-street parking in the CBD area to accommodate the prevailing demand.

Exhibit 5 Hourly Utilization of On-Street Spaces in the CBD Area


Source: DESMAN

Tables 2 and 3 on the following pages offer more details as to the count and usage of on-street parking spaces by city block face. Also included on the same tables is the average hourly occupancy throughout the entire survey period. These average figures give an indication of day-long demand for on-street parking spaces in specific street segments in the CBD. Both tables reveal when parking activity peaked before and after 6:00PM.

It is important to note that these tables quantify the hourly parking of vehicles at both metered and non-metered spaces throughout the CBD. While 835 legal on-street parking spaces were counted and surveyed in the CBD, only 517 of these on-street spaces are controlled by the City's system of multi-space parking meters.

Table 2 On-Street Parking Utilization by Street Block Face in the CBD Area (Friday, August 8, 2014)

Block	#	Street	Side	Between	Inventory	9am	10am	11am	12noon	1pm	2pm	3pm	4pm	5pm	6pm	7pm	8pm	9pm	10pm	Hourly Average
	1	Summerfield	S	Main to Bond	23	3	4	6	9	5	5	4	6	6	5	6	6	9	9	6
	1	Main	E	Summerfield to Bangs	8	5	8	6	8	4	4	7	7	7	7	7	7	7	7	7
	1	Bangs	N	Main to Bond	9	6	9	9	10	8	8	8	6	7	7	7	8	6	6	8
	1	Bond	W	Summerfield to Bangs	6	5	5	5	6	6	5	3	4	5	6	5	6	6	6	5
	2	Summerfield	S	Bond to Emory	25	8	11	12	10	9	10	12	12	14	11	12	13	13	13	11
	2	Emory	W	Summerfield to Bangs	7	7	7	7	7	6	5	4	4	3	5	6	7	7	7	6
	2	Bangs	N	Bond to Emory	11	6	8	6	11	7	7	6	4	2	6	11	10	9	10	7
	2	Bond	E	Summerfield to Bangs	5	4	5	5	5	3	3	3	4	6	5	5	6	4	5	5
	3	Summerfield	S	Emory to Grand	25	8	13	13	13	13	13	14	15	14	12	15	14	16	16	14
	3	Grand	W	Summerfield to Cookman	3	0	1	0	1	1	1	0	3	1	1	1	1	1	1	1
	3	Cookman	N	Grand to Bangs	4	0	4	2	4	3	3	4	0	1	4	4	4	2	2	3
	3	Bangs	N	Cookman to Emory	10	4	6	9	9	10	9	8	4	5	10	9	10	9	10	8
	3	Emory	E	Summerfield to Bangs	6	6	5	5	6	6	6	5	3	4	5	6	6	5	5	5
	4	Bangs	S	Main to Bond	11	5	6	8	9	6	6	5	8	8	6	8	11	9	9	7
	4	Bond	W	Bangs to Mattison	7	1	1	3	2	3	3	4	5	6	6	6	6	4	5	4
	4	Mattison	N	Main to Bond	9	1	2	4	3	3	3	4	4	5	5	10	7	9	9	5
	4	Main	E	Bangs to Mattison	8	6	5	4	4	8	8	7	5	3	5	5	6	6	4	5
	5	Bangs	S	Bond to Emory	13	6	7	9	10	10	9	5	5	3	8	12	12	12	12	9
	5	Emory	W	Bangs to Mattison	7	2	3	3	3	5	4	2	4	6	7	7	6	7	7	5
	5	Mattison	N	Emory to Bond	8	4	2	2	2	3	3	2	5	7	8	8	8	6	6	5
	5	Bond	E	Bangs to Mattison	7	1	4	5	2	2	2	2	4	7	7	7	7	7	7	5
	6	Bangs	S	Emory to Grand	8	5	6	10	5	7	5	5	3	4	8	8	8	8	8	6
	6	Cookman	N	Bangs to Mattison	10	2	6	10	10	8	8	8	6	10	10	10	10	7	6	8
	6	Emory	E	Bangs to Mattison	6	4	5	4	5	6	6	5	3	5	6	6	6	6	6	5
	7	Mattison	S	Main to Bond	20	7	5	8	7	7	12	17	12	12	14	20	18	20	19	13
	7	Bond	W	Mattison to Cookman	7	2	2	1	3	2	3	3	4	7	6	7	5	7	7	4
	7	Cookman	N	Main to Bond	11	5	5	4	6	10	10	12	9	10	10	11	11	10	10	9
	7	Main	E	Mattison to Cookman	4	3	4	3	2	3	4	4	3	4	4	4	4	3	2	3
	8	Mattison	S	Bond to Emory	22	3	5	7	11	9	11	14	12	12	19	21	22	18	17	13
	8	Cookman	N	Mattison to Bond	16	11	7	13	9	11	12	14	12	13	16	15	15	14	14	13
	8	Bond	E	Cookman to Mattison	6	1	2	3	5	6	5	4	4	5	5	6	4	6	6	4
	9	Cookman	S	Main to Bond	9	0	4	5	7	9	8	7	6	5	8	5	10	7	8	6
	9	Bond	W	Cookman to Lake	5	0	0	3	3	3	2	0	2	3	3	3	3	3	3	2
	9	Lake	N	Main to Bond	No Parking															
	9	Main	E	Cookman to Lake	8	5	6	4	5	5	5	6	6	8	8	8	8	6	5	6
	10	Cookman	S	Bond to Emory	16	7	6	9	14	13	13	10	16	15	15	17	15	16	15	13
	10	Emory	W	Cookman to Lake	12	10	10	10	12	12	12	14	12	11	12	12	10	10	10	11
	10	Lake	N	Bond to Emory	42	28	26	31	35	30	24	23	27	27	28	28	33	25	23	28
	10	Bond	E	Cookman to Lake	5	0	0	2	2	2	2	1	1	2	4	4	4	4	4	2
	11	Cookman	S	Emory to Grand	20	6	13	16	18	20	17	11	7	16	20	19	19	18	17	16
	11	Grand	W	Cookman to Lake	10	10	10	10	10	10	10	8	9	9	10	10	9	10	10	10
	11	Lake	N	Emory to Grand	36	18	22	24	28	26	23	20	26	29	37	38	35	35	36	28
	11	Emory	E	Cookman to Lake	15	10	15	15	15	14	14	14	15	15	15	15	15	15	15	14
	12	Bond	W	City Line to Lake	13	5	5	6	7	7	7	7	7	5	6	6	6	6	6	6
	13	Bond	E	City Line to Lake	6	5	5	6	6	6	6	7	7	6	6	6	6	6	6	6
	13	Lake	S	Bond to Emory	39	2	15	22	29	29	27	26	22	26	38	32	32	30	32	26
	14	Lake	S	Emory to Grand	52	2	10	13	15	19	20	25	37	52	49	51	52	47	45	31
	15	Main	W	Bangs to Springwood	23	18	16	16	14	15	18	23	18	22	22	21	18	17	16	18
	16	Main	W	Summerfield to Bangs	6	5	4	4	5	5	5	3	6	5	5	5	4	4	4	5
	17	Main	W	Monroe to Summerfield	3	0	0	0	2	3	2	0	2	2	3	3	2	2	1	2
	18	Main	E	Monroe to Summerfield	4	2	3	1	2	2	2	3	4	3	3	4	4	2	2	3
	18	Summerfield	N	Main to Bond	22	7	5	5	7	4	4	5	3	6	6	6	6	5	5	5
	19	Summerfield	N	Bond to Emory	24	13	11	12	13	13	13	14	14	12	13	14	14	13	12	13
	20	Summerfield	N	Emory to Grand	26	12	14	14	14	13	13	16	15	16	15	15	16	16	16	15
	20	Grand	W	Monroe to Summerfield	9	6	6	7	7	8	7	7	8	8	9	8	8	8	8	8
	21	Grand	E	Monroe to Cookman	12	12	8	10	11	11	11	12	11	12	12	11	12	13	12	11
	21	Cookman	N	Grand to Heck	16	0	0	0	2	1	1	0	1	1	2	3	7	9	9	3
	21	Monroe	S	Grand to Heck	13	2	4	5	3	4	4	7	8	7	7	10	8	10	7	6
	22	Lake	N	Grand to Heck	39	0	0	0	0	0	0	0	1	1	4	6	4	6	6	2
	22	Grand	E	Cookman to Lake	11	11	11	11	11	10	10	10	11	11	11	10	11	10	10	11
	22	Heck	W	Cookman to Lake	No Parking															
	22	Cookman	S	Grand to Heck	17	0	2	2	2	2	2	1	1	1	2	5	7	8	7	3
TOTAL					835	327	394	449	496	486	475	475	483	538	607	640	642	614	601	
% Occupied						39%	47%	54%	59%	58%	57%	57%	58%	64%	73%	77%	77%	74%	72%	
						AM Peak					PM Peak									

Source: DESMAN

Table 3 On-Street Parking Utilization by Street Block Face in the CBD Area (Saturday, August 9, 2014)

Block #	Street	Side	Between	Inventory	9am	10am	11am	12noon	1pm	2pm	3pm	4pm	5pm	6pm	7pm	8pm	9pm	10pm	Hourly Average
1	Summerfield	S	Main to Bond	23	4	7	5	6	7	7	5	8	9	5	9	11	12	12	8
1	Main	E	Summerfield to Bangs	8	8	8	8	7	7	7	5	4	6	7	6	7	7	6	7
1	Bangs	N	Main to Bond	9	3	6	6	6	5	4	6	4	3	5	8	8	9	9	6
1	Bond	W	Summerfield to Bangs	6	5	5	4	5	5	4	4	4	3	5	5	5	5	6	5
2	Summerfield	S	Bond to Emory	25	7	10	14	10	11	11	12	13	13	11	12	12	12	11	11
2	Emory	W	Summerfield to Bangs	7	4	6	6	6	6	7	6	7	5	7	7	7	7	7	6
2	Bangs	N	Bond to Emory	11	4	2	2	2	2	2	1	4	3	11	11	11	11	11	6
2	Bond	E	Summerfield to Bangs	5	5	5	4	4	4	4	5	5	5	5	5	5	5	5	5
3	Summerfield	S	Emory to Grand	25	10	10	12	11	12	12	13	11	12	13	13	16	17	19	13
3	Grand	W	Summerfield to Cookman	3	1	0	1	1	1	1	0	1	1	1	1	1	2	1	1
3	Cookman	N	Grand to Bangs	4	2	4	3	4	4	3	4	3	4	4	4	4	4	4	4
3	Bangs	N	Cookman to Emory	10	2	8	9	6	6	6	7	3	3	8	9	10	10	7	7
3	Emory	E	Summerfield to Bangs	6	5	5	6	4	5	6	6	6	5	6	7	6	6	6	6
4	Bangs	S	Main to Bond	11	3	5	6	7	6	3	3	6	3	5	11	11	11	11	7
4	Bond	W	Bangs to Mattison	7	1	2	1	2	2	3	3	4	6	7	7	7	7	7	4
4	Mattison	N	Main to Bond	9	0	0	0	0	0	0	1	2	6	9	9	9	9	9	3
4	Main	E	Bangs to Mattison	8	5	7	5	5	5	3	6	6	7	8	8	7	7	6	6
5	Bangs	S	Bond to Emory	13	4	3	5	3	4	6	5	3	6	12	13	13	13	13	7
5	Emory	W	Bangs to Mattison	7	3	2	1	2	3	5	5	3	6	7	7	7	7	6	5
5	Mattison	N	Emory to Bond	8	2	3	5	4	4	3	3	5	8	8	8	8	8	8	6
5	Bond	E	Bangs to Mattison	7	0	1	2	1	1	1	1	1	5	7	7	7	7	7	3
6	Bangs	S	Emory to Grand	8	3	5	8	4	4	5	7	7	8	8	8	8	8	8	7
6	Cookman	N	Bangs to Mattison	10	0	10	5	3	6	7	9	8	8	10	10	10	9	9	7
6	Emory	E	Bangs to Mattison	6	1	2	3	4	4	3	6	5	6	8	6	6	6	6	5
7	Mattison	S	Main to Bond	20	3	3	0	1	4	6	4	3	3	18	20	20	20	29	10
7	Bond	W	Mattison to Cookman	7	0	1	2	0	3	6	5	4	2	6	7	7	7	6	4
7	Cookman	N	Main to Bond	11	1	4	3	7	10	11	11	7	10	11	11	11	12	12	9
7	Main	E	Mattison to Cookman	4	2	4	4	5	5	5	6	4	3	5	4	4	4	3	4
8	Mattison	S	Bond to Emory	22	3	3	2	5	7	9	11	6	12	22	22	22	22	21	12
8	Cookman	N	Mattison to Bond	16	5	9	16	12	13	13	14	8	14	16	15	16	16	15	13
8	Bond	E	Cookman to Mattison	6	2	2	2	4	4	4	2	3	2	5	6	6	6	6	4
9	Cookman	S	Main to Bond	9	0	1	4	5	7	8	7	7	8	8	9	9	9	9	7
9	Bond	W	Cookman to Lake	5	0	2	3	2	3	3	5	4	3	5	5	5	5	5	4
9	Lake	N	Main to Bond	No Parking															
9	Main	E	Cookman to Lake	8	6	2	2	4	5	7	8	8	8	9	8	8	8	9	7
10	Cookman	S	Bond to Emory	16	6	8	14	14	14	14	13	15	13	16	16	16	16	16	14
10	Emory	W	Cookman to Lake	12	11	11	11	11	11	10	12	9	11	12	12	12	12	12	11
10	Lake	N	Bond to Emory	42	28	26	31	35	32	30	23	27	27	28	28	33	34	35	30
10	Bond	E	Cookman to Lake	5	0	2	3	2	3	3	5	4	3	5	5	5	5	5	4
11	Cookman	S	Emory to Grand	20	12	15	12	13	15	17	14	11	10	19	20	20	20	19	16
11	Grand	W	Cookman to Lake	10		10	4	6	8	9	7	8	10	10	10	10	10	10	9
11	Lake	N	Emory to Grand	36	18	22	24	28	27	26	20	26	29	37	38	35	35	36	29
11	Emory	E	Cookman to Lake	15	14	13	15	15	15	15	14	13	15	15	15	15	15	14	15
12	Bond	W	City Line to Lake	13	4	11	11	11	11	11	13	13	13	12	13	13	13	13	12
13	Bond	E	City Line to Lake	6	6	7	6	6	6	6	7	7	6	6	7	7	7	7	7
13	Lake	S	Bond to Emory	39	2	15	22	29	29	29	22	26	38	32	32	30	32	31	26
14	Lake	S	Emory to Grand	52	2	10	13	15	17	19	25	37	52	49	51	52	52	52	32
15	Main	W	Bangs to Springwood	23	18	17	14	14	15	16	16	20	23	22	22	22	22	22	19
16	Main	W	Summerfield to Bangs	6	5	7	4	6	6	6	4	5	5	5	5	5	5	4	5
17	Main	W	Monroe to Summerfield	3	0	1	0	0	0	0	1	2	3	5	5	4	3	3	2
18	Main	E	Monroe to Summerfield	4	2	6	3	4	3	1	1	5	6	5	5	4	4	4	4
18	Summerfield	N	Main to Bond	22	4	3	6	7	6	3	6	2	3	3	8	9	8	8	5
19	Summerfield	N	Bond to Emory	24	10	10	11	13	13	13	14	12	14	13	14	14	14	14	13
20	Summerfield	N	Emory to Grand	26	10	11	10	13	14	16	16	14	16	16	16	16	16	15	14
20	Grand	W	Monroe to Summerfield	9	5	7	7	8	8	8	8	7	8	8	8	8	8	8	8
21	Grand	E	Monroe to Cookman	12	9	9	10	11	11	11	12	12	11	12	12	12	12	12	11
21	Cookman	N	Grand to Heck	16		0	1	3	6	10	10	12	11	14	16	16	16	16	10
21	Monroe	S	Grand to Heck	13		4	7	6	8	10	9	10	11	12	13	13	13	13	10
22	Lake	N	Grand to Heck	39		0	0	0	0	0	1	1	4	6	4	6	6	7	3
22	Grand	E	Cookman to Lake	11		10	10	10	10	9	9	10	10	10	10	10	10	10	10
22	Heck	W	Cookman to Lake	No Parking															
22	Cookman	S	Grand to Heck	17		0	2	1	2	2	5	7	7	16	16	15	16	16	8
TOTAL					835	270	382	410	433	465	479	482	491	561	668	699	707	713	714
% Occupied						32%	46%	49%	52%	56%	57%	58%	59%	67%	80%	84%	85%	85%	86%
						AM Peak					PM Peak								

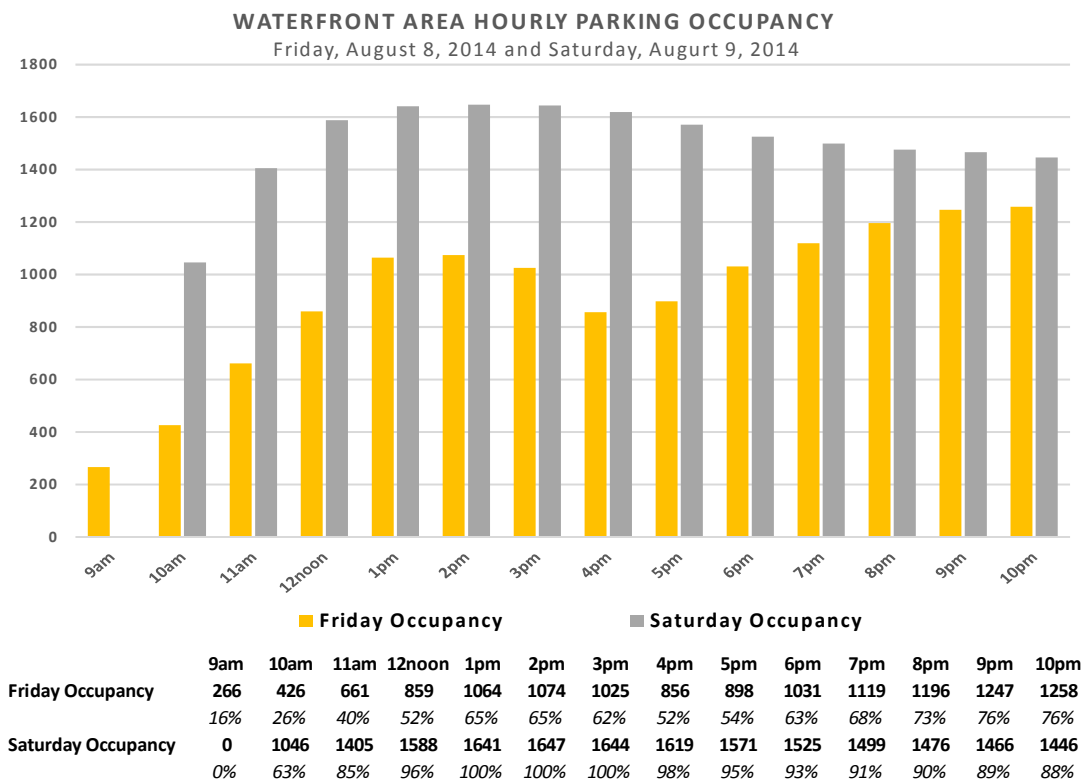


Waterfront Redevelopment Area

Exhibit 6 provides a graphic depiction of the overall day-long hourly utilization of on-street parking spaces in the Waterfront area. On-Street parking space utilization was significantly higher on Saturday than Friday in early August last year. The parking space occupancy at the 9:00AM hour on Saturday could not be recorded because a community walk/run fundraiser event was being held on the day of survey and access to most of the waterfront streets were blocked off.

On Saturday, all available on-street parking was occupied between 1:00PM and 3:00PM. During this period we observed beach-bound parkers consuming lots of on-street spaces in the adjacent residential neighborhood to the west of the Waterfront survey area. This spillover demand was most apparent on the cross streets in the adjacent neighborhood area bounded by Bergh Street, 5th Street, Asbury Avenue, and Emory Street. Some turnover of on-street spaces did occur during this timeframe, however, as spaces were vacated they were immediately re-occupied throughout the midday peak demand period. Additionally, mid-day space turnover seemed to occur after a vehicle had been parked for 3 to 4 hours which is reflective of the typical duration of stay by most beach-goers. As the evening hours approached, the beach-oriented parking population was gradually replaced, first by restaurant patrons, and then by late night bar patrons and live entertainment seekers.

Exhibit 6 Hourly Utilization of On-Street Spaces in the Waterfront Area



Source: DESMAN

Tables 4 and 5 on the following pages offer more details as to the count and usage of on-street parking spaces by city block face in the Waterfront area during the two-day survey period. Also included on the same tables is the average hourly occupancy during the day-long survey period. It is important to note



that unlike the CBD area all 1,648 on-street parking spaces that were counted and surveyed in Waterfront area are controlled by a total of 57 multi-space parking meter pay-stations.



Comprehensive Parking Management Plan
City of Asbury Park, N.J.
 Final Report

Table 4 On-Street Parking Occupancy by block face for the Waterfront Area (Friday, August 8, 2014)

Block #	Street	Side	Between	Inventory	9am	10am	11am	12noon	1pm	2pm	3pm	4pm	5pm	6pm	7pm	8pm	9pm	10pm	Hourly Average	Avg. % Occ.
23	Cookman	S	Heck to St James	20	9	7	8	8	10	11	11	12	12	12	12	13	20	20	12	59%
23	St James	W	Cookman to Lake	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	100%
23	Lake	N	Heck to St James	41	6	8	8	9	9	9	10	10	11	11	13	13	14	14	10	25%
23	Heck	E	Cookman to Lake	No Parking																NP
24	Asbury	S	Heck to Kingsley	43	11	5	3	5	10	13	13	8	15	14	23	29	30	30	15	35%
24	Cookman	N	Heck to Kingsley	27	1	0	0	0	0	1	1	0	0	2	8	15	15	15	4	15%
25	Cookman	S	St. James to Wesley	2	0	0	0	0	0	0	0	1	1	2	1	2	2	2	1	39%
25	Wesley	W	Cookman to Lake	7	0	0	0	0	0	0	0	0	0	0	0	2	2	2	0	6%
25	Lake	S	St. James to Wesley	5	0	0	1	1	1	1	1	2	0	0	0	0	0	0	1	10%
25	St. James	E	Cookman to Lake	4	1	1	1	1	1	1	1	1	2	4	4	3	2	1	2	43%
26	Wesley	E	Cookman to Lake	4	0	0	0	0	0	0	0	0	0	0	0	2	2	1	0	9%
27	First	S	Kingsley to Ocean	44	0	11	22	36	44	44	41	33	42	44	44	44	44	44	35	80%
27	Ocean	W	Asbury to First	8	0	0	0	7	8	8	7	7	7	8	10	8	8	7	6	76%
27	Asbury	N	Kingsley to Ocean	16	0	1	5	10	15	16	16	13	16	15	16	16	16	16	12	76%
27	Kingsley	E	Asbury to First	9	0	1	0	0	9	9	9	8	8	9	9	9	9	9	6	71%
28	Second	S	Kingsley to Ocean (EB)	45	2	13	39	45	45	45	40	29	44	45	45	45	45	45	38	84%
28	Ocean	W	First to Second	5	1	2	5	5	5	5	4	5	5	5	5	4	5	5	4	87%
28	First	N	Kingsley to Ocean	45	0	11	21	32	45	45	41	33	42	45	45	45	45	45	35	79%
28	Kingsley	E	First to Second	6	1	1	1	6	6	6	5	6	6	6	6	6	6	6	5	81%
29	Third	S	Kingsley to Ocean (WB)	49	3	16	34	45	47	48	47	32	36	49	49	49	49	49	40	81%
29	Ocean	W	Second to Third	5	0	0	2	5	5	5	6	6	5	5	5	5	5	5	4	84%
29	Second	N	Kingsley to Ocean (WB)	47	2	15	46	47	47	47	46	43	43	47	47	47	47	47	41	87%
29	Kingsley	E	Second to Third	8	0	0	0	5	8	7	6	4	8	8	8	8	8	8	6	70%
30	Fourth	S	Kingsley to Ocean (WB)	56	2	4	23	35	56	56	52	42	40	41	52	53	54	56	40	72%
30	Ocean	W	Third to Fourth	7	0	4	7	7	7	7	5	5	6	7	7	7	7	7	6	85%
30	Third	N	Kingsley to Ocean (EB)	55	0	9	30	53	54	53	53	32	28	54	54	55	55	55	42	76%
30	Kingsley	E	Third to Fourth	8	0	0	0	0	8	8	6	4	8	8	8	8	8	8	5	66%
31	Fifth	S	Kingsley to Ocean (EB)	11	3	9	11	11	11	11	11	11	11	10	11	11	11	11	10	93%
31	Ocean	W	Fourth to Fifth	5	2	3	5	6	5	6	5	4	5	5	5	5	5	5	5	94%
31	Fourth	N	Kingsley to Ocean (EB)	49	1	8	18	38	48	47	42	37	37	39	47	48	49	49	36	74%
31	Kingsley	E	Fourth to Fifth	9	0	0	1	4	9	9	6	5	7	7	7	9	9	9	6	65%
32	Sunset	S	Kingsley to Ocean (EB)	27	19	21	23	25	27	27	27	27	27	27	27	27	27	27	26	94%
32	Fifth	N	Kingsley to Ocean (WB)	25	2	18	25	25	25	25	25	25	25	25	25	25	25	25	23	91%
32	Kingsley	E	Fifth to Sunset	10	0	0	4	8	9	9	8	6	9	9	9	8	9	9	7	69%
33	Sixth	S	Kingsley to Ocean (EB)	26	11	9	12	17	25	25	25	22	22	18	23	22	25	26	20	77%
33	Ocean	W	Sixth to Sunset	11	0	0	2	6	11	10	8	11	4	5	4	7	5	5	6	51%
33	Sunset	N	Kingsley to Ocean (WB)	10	6	6	5	7	9	10	10	8	10	10	9	9	10	10	9	85%
33	Kingsley	E	Sixth to Sunset	9	5	4	4	4	7	9	9	6	8	8	9	9	9	6	7	77%
34	Seventh	S	Kingsley to Ocean (WB)	34	5	16	24	34	34	34	34	18	12	9	7	8	9	9	18	53%
34	Ocean	W	Seventh to Sixth	6	1	2	2	6	6	6	5	4	3	4	1	2	2	3	3	56%
34	Sixth	N	Kingsley to Ocean (WB)	18	12	9	14	17	17	16	15	14	16	18	17	15	16	17	15	85%
34	Kingsley	E	Seventh to Sixth	7	0	2	3	4	7	7	6	3	0	4	3	1	3	3	3	47%
35	Deal Lake (Curve)	S	Ocean to Kingsley	9	0	1	2	2	3	2	2	0	0	2	1	1	2	2	1	16%
35	Deal Lake (Cut Thru)	N/S	Ocean to Kingsley	12	8	6	7	7	7	7	10	11	7	8	8	5	5	5	7	60%
35	Ocean	W	Eight to Deal Lake	13	0	5	5	5	9	9	8	7	3	4	4	4	4	4	5	39%
35	Seventh	N	Kingsley to Ocean (EB)	27	3	8	20	27	27	27	27	13	8	8	4	2	2	2	13	47%
35	Kingsley	E	Seventh to Deal Lake	13	2	3	3	6	10	10	4	3	9	4	5	4	4	4	5	39%
36	Ocean	E	Asbury to Fifth	76	54	75	77	80	76	75	74	80	79	82	78	78	76	78	76	100%
36.1	Ocean	E	Fifth to Seventh	35	6	17	26	37	37	35	33	21	19	26	24	22	22	22	25	71%
37	Ocean	E	Eight to Deal Lake	32	2	5	7	7	12	12	11	2	4	7	4	3	4	4	6	19%
38	First	S	Bergh to Kingsley	38	7	5	6	6	8	8	14	16	12	16	34	34	38	38	17	45%
38	Kingsley	W	First to Second	No Parking																NP
39	Second	S	Bergh to Kingsley (EB)	42	22	19	21	14	27	27	27	31	35	38	42	42	42	42	31	73%
39	Kingsley	W	First to Second	8	0	0	0	6	8	8	8	4	7	8	8	8	8	8	6	72%
39	First	N	Bergh to Kingsley	35	4	3	4	4	11	12	16	9	9	22	34	35	35	35	17	48%
40	Third	S	Bergh to Kingsley (EB)	41	2	6	6	6	6	4	3	1	1	3	9	18	17	18	7	17%
40	Kingsley	W	Second to Third	7	0	0	0	0	7	7	5	3	5	7	7	7	7	7	4	63%
40	Second	N	Bergh to Kingsley (WB)	45	13	13	22	18	25	23	22	23	18	35	39	45	45	45	28	61%
41	Fourth	S	Bergh to Kingsley (EB)	38	3	3	3	3	4	5	8	8	8	7	5	19	27	30	10	25%
41	Kingsley	W	Third to Fourth	7	0	0	0	0	7	7	5	3	4	3	7	5	6	7	4	55%
41	Third	N	Bergh to Kingsley (WB)	47	Road Work									1	2	12	25	25	15	32%
42	Fifth	S	Bergh to Kingsley (EB)	10	0	0	0	1	3	5	5	5	5	6	6	9	10	10	5	46%
42	Kingsley	W	Fourth to Fifth	8	0	0	1	4	7	7	5	6	6	8	6	7	8	8	5	65%
42	Fourth	N	Bergh to Kingsley (WB)	46	2	6	4	6	6	10	15	13	12	12	14	26	39	42	15	32%
43	Sunset	S	Webb to Kingsley (WB)	10	0	0	0	0	1	3	0	0	2	11	8	9	9	10	4	38%
43	Kingsley	W	Sunset to Fifth	10	1	1	3	3	10	10	4	8	9	9	10	10	10	10	7	70%
43	Fifth	N	Webb to Kingsley (WB)	10	0	0	0	0	9	8	8	6	7	8	9	10	10	10	6	61%
43	Webb	E	Sunset to Fifth	10	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1%
44	Webb Triangle	E	Lake Side	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
44	Webb Triangle	E	Around Triangle	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
45	Sixth	S	Webb to Kingsley (EB)	13	3	5	1	1	2	2	1	3	3	5	6	8	2	2	3	24%
45	Kingsley	W	Sixth to Sunset	7	0	2	2	3	4	4	4	6	8	7	7	7	7	7	5	69%
45	Sunset	N	Bergh to Kingsley (EB)	10	0	0	0	0	2	1	1	0	2	5	4	7	9	10	3	29%
46	Seventh	S	Webb to Kingsley (EB)	12	0	0	0	0	0	0	1	1	2	4	3	3	3	3	1	12%
46	Kingsley	W	Seventh to Sixth	4	1	2	2	2	2	2	2	3	2	1	1	3	2	2	2	48%
46	Sixth	N	Webb to Kingsley (WB)	16	2	0	1	0	0	3	3	3	2	2	4	3	8	6	3	17%
47	Eight	S	Webb to Kingsley	10	2	3	3	3	3	2	2	2	2	2	2	2	2	2	2	23%
47	Kingsley	W	Eight to Seventh	8	0	0	0	0	4	4	3	3	1	0	0	0	0	0	1	13%
47	Seventh	N	Webb to Kingsley (WB)	15	1	0	0	1	7	7	7	4	0	0	1	1	1	1	2	15%
48	Deal Lake	S	Webb to Kingsley	6	3	3	2	5	5	3	3	4	5	6	6	5	6	6	4	74%
48	Kingsley	W	Deal Lake to Eight	9	1	2	4	7	4	4	2	1	1	3	7	8	7	8	4	47%
48	Eight	N	Webb to Kingsley	9	0	0	0	0	0	1	1	1	2	2	1	1	1	1	1	9%
38/49	Asbury	N	Heck to Kingsley	29	7	7	6	8	10	10	10	8	7	9	12	11	12	12	9	32%
58	Deal Lake	N	Webb to City Line	32	9	7	11	9	6	8	8	4	7	6	9	11	16	16	9	28%
TOTAL					1648	266	425	660	857	1061	1070	1021	855	897	1029					



Comprehensive Parking Management Plan
City of Asbury Park, N.J.
 Final Report

Table 5 On-Street Parking Occupancy by block face for the Waterfront Area (Saturday, August 9, 2014)

Block #	Street	Side	Between	Inventory	9am	10am	11am	12noon	1pm	2pm	3pm	4pm	5pm	6pm	7pm	8pm	9pm	10pm	Hourly Average	Avg. % Occ.
23	Cookman	S	Heck to St James	20		13	14	17	19	20	20	20	20	20	19	19	20	20	19	93%
23	St James	W	Cookman to Lake	2		2	2	2	2	2	2	2	2	2	2	2	2	2	2	100%
23	Lake	N	Heck to St James	41		21	26	24	44	41	41	41	37	41	41	41	41	38	37	89%
23	Heck	E	Cookman to Lake	No Parking																NP
24	Asbury	S	Heck to Kingsley	43		16	16	26	42	42	42	41	41	40	42	37	42	42	36	84%
24	Cookman	N	Heck to Kingsley	27		3	4	12	26	26	27	27	26	28	27	27	27	27	22	82%
25	Cookman	S	St. James to Wesley	2		0	0	2	2	2	2	2	2	2	2	2	2	2	2	85%
25	Wesley	W	Cookman to Lake	7		0	0	0	3	7	7	6	6	7	7	7	7	7	5	70%
25	Lake	S	St. James to Wesley	5		0	3	5	5	5	5	5	5	5	5	5	5	5	4	89%
25	St. James	E	Cookman to Lake	4		3	3	3	4	4	4	4	4	4	4	4	4	4	4	94%
26	Wesley	E	Cookman to Lake	4		0	3	4	4	4	4	4	4	4	4	4	4	4	4	90%
27	First	S	Kingsley to Ocean	44		32	44	44	44	44	44	44	44	44	44	44	44	44	43	98%
27	Ocean	W	Asbury to First	8		8	8	8	8	8	8	8	8	8	8	8	8	8	8	100%
27	Asbury	N	Kingsley to Ocean	16		12	12	14	16	16	16	16	16	16	16	16	16	16	15	95%
27	Kingsley	E	Asbury to First	9		5	9	9	9	9	9	8	9	9	9	9	9	9	9	96%
28	Second	S	Kingsley to Ocean	45		42	45	45	45	45	45	45	45	45	45	45	45	45	45	99%
28	Ocean	W	First to Second	5		5	5	5	5	5	5	5	5	5	5	5	5	5	5	100%
28	First	N	Kingsley to Ocean	45		28	45	45	45	45	45	45	45	45	45	45	45	45	44	97%
28	Kingsley	E	First to Second	6		3	6	6	6	6	6	6	6	6	6	6	6	6	6	96%
29	Third	S	Kingsley to Ocean (EB)	49		47	49	49	49	49	49	49	49	49	49	49	49	49	49	100%
29	Ocean	W	Second to Third	5		5	5	5	5	5	5	5	5	5	5	5	5	5	5	100%
29	Second	N	Kingsley to Ocean	47		46	47	47	47	47	47	47	47	47	47	47	47	47	47	100%
29	Kingsley	E	Second to Third	8		7	8	8	8	8	8	8	8	8	8	8	8	8	8	99%
30	Fourth	S	Kingsley to Ocean (WB)	56		56	56	56	56	56	56	56	56	56	56	56	56	56	56	100%
30	Ocean	W	Third to Fourth	7		7	7	7	7	7	7	7	7	7	7	7	7	7	7	100%
30	Third	N	Kingsley to Ocean (WB)	55		47	55	55	55	55	55	55	55	55	55	55	55	55	54	99%
30	Kingsley	E	Third to Fourth	8		8	8	8	8	8	8	8	8	8	8	8	8	8	8	100%
31	Fifth	S	Kingsley to Ocean (EB)	11	Closed	10	11	11	11	11	11	11	11	11	11	11	11	11	11	99%
31	Ocean	W	Fourth to Fifth	5		5	5	5	5	5	5	5	5	5	5	5	5	5	5	100%
31	Fourth	N	Kingsley to Ocean (EB)	49		47	49	49	49	49	49	49	49	49	49	49	49	49	49	100%
31	Kingsley	E	Fourth to Fifth	9		9	9	9	9	9	9	9	9	9	9	9	9	9	9	100%
32	Sunset	S	Kingsley to Ocean (EB)	27		27	27	27	27	27	27	27	27	27	27	27	27	27	27	100%
32	Fifth	N	Kingsley to Ocean (WB)	25	Closed	16	25	25	25	25	25	25	25	25	25	25	25	25	24	97%
32	Kingsley	E	Fifth to Sunset	10		9	10	10	10	10	10	10	10	10	10	10	10	10	10	99%
32	Sixth	S	Kingsley to Ocean (EB)	26		26	26	26	26	26	26	26	26	26	26	26	26	26	26	100%
33	Ocean	W	Sixth to Sunset	11		8	11	11	11	11	11	10	11	11	11	11	11	11	11	97%
33	Sunset	N	Kingsley to Ocean (WB)	10		9	10	11	10	10	10	10	10	10	10	10	10	10	10	100%
33	Kingsley	E	Sixth to Sunset	9		7	9	9	9	9	9	7	9	7	7	7	7	6	8	87%
34	Seventh	S	Kingsley to Ocean (EB)	34		34	34	34	34	34	34	34	34	34	34	34	34	34	34	100%
34	Ocean	W	Seventh to Sixth	6		6	6	6	6	6	6	6	6	6	6	6	6	6	6	92%
34	Sixth	N	Kingsley to Ocean (WB)	18		18	18	18	18	18	18	18	18	18	18	18	18	18	18	100%
34	Kingsley	E	Seventh to Sixth	7		7	7	7	7	7	7	7	7	7	7	7	7	7	7	100%
35	Deal Lake (Curve)	S	Ocean to Kingsley	9		1	7	9	9	9	7	7	6	3	2	2	2	1	5	56%
35	Deal Lake (Cut Thru)	N/S	Ocean to Kingsley	12		8	11	12	12	12	12	12	10	6	6	6	4	4	9	74%
35	Ocean	W	Eight to Deal Lake	13		1	13	14	14	14	14	13	12	9	7	3	3	1	9	70%
35	Seventh	N	Kingsley to Ocean (WB)	27		27	27	27	27	27	27	27	26	26	24	20	10	10	23	87%
35	Kingsley	E	Seventh to Deal Lake	13		5	13	13	13	13	13	5	4	5	3	5	4	4	8	60%
36	Ocean	E	Asbury to Fifth	76		76	77	81	76	77	77	86	90	90	85	80	77	81	81	107%
36.1	Ocean	E	Fifth to Seventh	35		34	38	35	35	35	35	38	37	35	33	33	30	21	34	96%
37	Ocean	E	Eight to Deal Lake	32		6	21	32	32	32	32	30	21	15	9	4	4	3	19	58%
38	First	S	Bergh to Kingsley	38		18	27	38	38	38	38	37	38	38	38	38	38	38	36	94%
38	Kingsley	W	First to Second	No Parking																NP
39	Second	S	Bergh to Kingsley (EB)	42		28	42	42	42	42	42	42	42	42	42	42	42	42	41	97%
39	Kingsley	W	First to Second	8		2	7	8	8	8	8	8	8	8	8	8	8	8	7	93%
39	First	N	Bergh to Kingsley	35		4	25	35	35	35	35	35	35	35	35	35	35	35	32	91%
40	Third	S	Bergh to Kingsley (EB)	41		6	32	41	41	41	41	41	41	41	41	41	41	41	38	92%
40	Kingsley	W	Second to Third	7		4	7	7	7	7	7	7	7	7	7	7	7	7	7	97%
40	Second	N	Bergh to Kingsley (WB)	45		14	36	45	45	45	45	45	45	45	45	45	45	45	42	93%
41	Fourth	S	Bergh to Kingsley (EB)	38		14	31	38	38	38	38	38	37	34	38	38	38	38	35	93%
41	Kingsley	W	Third to Fourth	7		7	6	7	7	7	7	7	7	7	7	7	7	7	7	99%
41	Third	N	Bergh to Kingsley (WB)	47		7	13	47	47	47	47	47	46	40	31	40	45	45	39	82%
42	Fifth	S	Bergh to Kingsley (EB)	10	Closed	7	10	10	10	10	10	10	8	7	7	7	7	7	8	83%
42	Kingsley	W	Fourth to Fifth	8		8	8	8	8	8	8	8	8	8	8	8	8	8	8	100%
42	Fourth	N	Bergh to Kingsley (WB)	46		21	39	46	46	46	46	46	46	42	44	46	46	46	43	94%
43	Sunset	S	Webb to Kingsley (WB)	10		10	10	10	10	10	10	10	10	8	10	10	10	10	10	98%
43	Kingsley	W	Sunset to Fifth	10		9	10	10	10	10	10	10	10	10	10	10	10	9	10	98%
43	Fifth	N	Webb to Kingsley (WB)	10	Closed	10	10	10	10	10	10	10	10	10	10	10	7	6	9	94%
43	Webb	E	Sunset to Fifth	10		6	10	10	10	10	10	10	10	10	9	9	9	10	9	95%
44	Webb Triangle	E	Lake Side	6		3	6	6	6	6	6	6	6	3	2	2	3	4	5	76%
44	Webb Triangle	E	Around Triangle	8		4	7	8	8	8	8	8	8	3	3	3	3	5	6	73%
45	Sixth	S	Webb to Kingsley (EB)	13		9	10	13	13	13	13	13	13	13	10	9	10	9	11	88%
45	Kingsley	W	Sixth to Sunset	7		7	7	7	7	7	7	7	7	8	7	7	7	7	7	101%
45	Sunset	N	Webb to Kingsley (EB)	10		9	9	9	10	10	10	10	9	8	9	9	9	9	9	92%
46	Seventh	S	Webb to Kingsley (EB)	12		3	12	12	12	12	12	12	12	10	8	7	6	3	9	78%
46	Kingsley	W	Seventh to Sixth	4		4	4	4	4	4	4	4	4	4	0	2	2	2	3	81%
46	Sixth	N	Webb to Kingsley (WB)	16		8	16	16	16	16	16	16	16	16	13	7	12	15	14	88%
47	Eight	S	Webb to Kingsley	10		1	9	10	10	10	10	9	7	5	3	2	2	1	6	61%
47	Kingsley	W	Eight to Seventh	8		6	7	7	8	8	8	8	3	1	1	1	1	0	5	57%
47	Seventh	N	Webb to Kingsley (WB)	15		4	11	15	15	15	15	15	13	10	6	4	3	3	10	66%
48	Deal Lake	S	Webb to Kingsley	6		1	5	6	6	5	5	5	6	6	6	5	5	5	5	85%
48	Kingsley	W	Deal Lake to Eight	9		6	9	9	9	9	9	7	6	3	5	5	4	3	6	72%
48	Eight	N	Webb to Kingsley	9		4	9	9	9	9	9	9	5	6	3	2	2	2	6	67%
38/49	Asbury	N	Heck to Kingsley	29		21	21	28	25	29	29	16	15	10	29	29	29	29	24	82%
58	Deal Lake	N	Webb to City Line	32		11	9	30	32	32	30	27	11	17</						

Tables 6 and 7 aggregate the breakdown of the on-street parking utilization data for the Waterfront area by street. The data indicates that on Friday space utilization peaked during the late evening at 76% but plenty of unoccupied spaces were available from early morning through the dinner hour. In contrast, on Saturday the area-wide space occupancy reached 95% by 12noon, rose to and remained at nearly 100% occupancy through the 4:00PM hour.

Table 6 On-Street Parking Occupancy by Street in the Waterfront Area (Friday, August 8, 2014)

Street	Inventory	9am	10am	11am	12noon	1pm	2pm	3pm	4pm	5pm	6pm	7pm	8pm	9pm	10pm	Hourly Average
Asbury	88	18	13	14	23	35	39	39	29	38	38	51	56	58	58	36
Cookman	49	10	7	8	8	10	12	12	13	13	16	21	30	37	37	17
Deal Lake	59	20	17	22	23	21	20	23	19	19	22	24	22	29	29	22
Eight	19	2	3	3	3	3	3	3	3	4	4	3	3	3	3	3
Fifth	56	5	27	36	37	48	49	49	47	48	49	51	55	56	56	44
First	162	11	30	53	78	108	109	112	91	105	127	157	158	162	162	105
Fourth	189	8	21	48	82	114	118	117	100	97	99	118	146	169	177	101
Heck	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Kingsley	147	11	19	29	64	129	131	101	83	107	111	119	119	122	121	90
Lake	46	6	8	9	10	10	10	11	12	11	11	13	13	14	14	11
Ocean	203	66	113	138	171	181	178	166	152	140	158	147	145	143	145	146
Second	179	39	60	128	124	144	142	135	126	140	165	173	179	179	179	137
Seventh	88	9	24	44	62	68	68	69	36	22	21	15	14	15	15	34
Sixth	73	28	23	28	35	44	46	44	42	43	43	50	48	51	51	41
St. James	6	3	3	3	3	3	3	3	3	4	6	5	4	3	3	4
Sunset	57	25	27	28	32	39	41	38	35	41	53	47	52	55	57	41
Third	192	5	31	70	104	107	105	103	65	66	108	124	147	146	147	95
Webb	24	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0
Wesley	11	0	0	0	0	0	0	0	0	0	0	0	4	4	3	1
TOTAL	1648	266	426	661	859	1064	1074	1025	856	898	1031	1119	1196	1247	1258	
% Occupied		16%	26%	40%	52%	65%	65%	62%	52%	54%	63%	68%	73%	76%	76%	
							AM Peak								PM Peak	

Source: DESMAN

Table 7 On-Street Parking Occupancy by Street in the Waterfront Area (Saturday, August 9, 2014)

Street	Inventory	10am	11am	12noon	1pm	2pm	3pm	4pm	5pm	6pm	7pm	8pm	9pm	10pm	Hourly Average
Asbury	88	49	49	68	83	87	87	73	72	66	87	82	87	87	75
Cookman	49	16	18	31	47	48	49	49	48	50	48	48	49	49	42
Deal Lake	59	21	32	57	59	58	54	51	33	32	28	27	21	16	38
Eight	19	5	18	19	19	19	19	18	12	11	6	4	4	3	12
Fifth	56	0	43	56	56	56	56	56	54	53	53	53	50	49	49
First	162	82	141	162	162	162	162	161	162	162	162	162	162	162	154
Fourth	189	138	175	189	189	189	189	189	188	181	187	189	189	189	183
Heck	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Kingsley	147	114	144	146	147	147	147	134	130	125	120	124	123	118	132
Lake	46	21	29	29	49	46	46	46	42	46	46	46	46	43	41
Ocean	203	161	196	209	204	205	205	213	207	196	181	165	159	151	189
Second	179	130	170	179	179	179	179	179	179	179	179	179	179	179	175
Seventh	88	68	84	88	88	88	88	88	85	80	72	65	53	50	77
Sixth	73	61	70	73	73	73	73	73	72	73	67	60	66	68	69
St. James	6	5	5	5	6	6	6	6	6	6	6	6	6	6	6
Sunset	57	55	56	57	57	57	57	57	56	53	56	56	56	56	56
Third	192	107	149	192	192	192	192	192	191	185	176	185	190	190	179
Webb	24	13	23	24	24	24	24	24	24	16	14	14	15	19	20
Wesley	11	0	3	4	7	11	11	10	10	11	11	11	11	11	9
TOTAL	1648	1046	1405	1588	1641	1647	1644	1619	1571	1525	1499	1476	1466	1446	
% Occupied		63%	85%	96%	100%	100%	100%	98%	95%	93%	91%	90%	89%	88%	
						AM Peak				PM Peak					

Source: DESMAN

Main Street Redevelopment Area

Exhibit 7 depicts the hourly count of vehicles at legal on-street curb-side spaces along Main Street from Deal Lake Drive to Lake Avenue. As previously stated, there are no numbered or striped parking spaces on Main Street, so the total count or inventory of spaces along the street is an approximation of the numbers of spaces. It was our observation that approximately 172 properly dimensioned striped parking spaces could be created along Main Street. However, if the City were to decide to create striped and numbered parking spaces along Main Street, it is quite possible that the actual number of spaces created could be slightly higher or lower than what has been approximated once specific field circumstances are taken into account (i.e. good lines of sight and the existence or placement of bus stops, driveways, fire hydrants and loading zones).

Overall parking activity levels were higher on Saturday than on Friday. Parked vehicles consumed approximately 80% of the available street capacity on Saturday at 10:00AM and 86% of the capacity on Saturday afternoon at 5:00PM. While many of the vehicles parked along the street remained in the same place throughout much of the day, there was also plenty of short term parking activity, particularly on the blocks to the south of Third Avenue.

Exhibit 7 Hourly Utilization of On-Street Spaces on Main Street



Source: DESMAN

Tables 8 and 9 show that the parking activity levels were fairly high and consistent on the Main Street blocks between Third Avenue and Cookman Avenue and show that the area might be better regulated and enforced by the introduction of pay station parking meters.

Table 8 On-Street Parking Counts by block face for the Main Street Area (Friday, August 8, 2014)

Street	Between	Side	Approx. Capacity	9am	10am	11am	12noon	1pm	2pm	3pm	4pm	5pm	Hourly Average
Main Street	Deal Lake-7th	E	No Parking										
Main Street	Deal Lake-7th	W	No Parking										
Main Street	7th-6th	E	4	0	1	1	1	2	2	2	2	5	2
Main Street	7th-6th	W	0	1	0	0	0	0	0	0	0	0	0
Main Street	6th-Sunset	E	5	7	7	8	7	7	5	2	0	0	5
Main Street	6th-Sunset	W	4	0	0	0	5	1	1	0	0	0	1
Main Street	Sunset-5th	E	No Parking										
Main Street	Sunset-5th	W	No Parking										
Main Street	5th-4th	E	4	1	2	2	1	0	1	1	2	2	1
Main Street	5th-4th	W	5	2	4	4	6	3	3	3	6	6	4
Main Street	4th-3rd	E	2	0	2	2	3	1	1	0	1	3	1
Main Street	4th-3rd	W	3	0	1	2	1	2	2	1	2	2	1
Main Street	3rd-2nd	E	13	8	6	11	11	8	8	6	8	9	8
Main Street	3rd-2nd	W	12	8	8	10	8	11	10	10	13	11	10
Main Street	2nd-1st	E	8	1	3	5	5	4	5	6	4	6	4
Main Street	2nd-1st	W	3	2	3	3	4	4	3	1	0	1	2
Main Street	1st-Asbury	E	6	7	5	5	2	3	5	5	6	3	5
Main Street	1st-Asbury	W	5	4	4	7	4	4	4	4	4	3	4
Main Street	Asbury- Sewall	E	9	2	4	3	6	5	5	4	5	1	4
Main Street	Asbury- Sewall	W	8	6	5	6	5	9	8	7	8	5	7
Main Street	Sewall-Monroe	E	4	0	0	2	3	1	2	2	3	2	2
Main Street	Sewall-Monroe	W	8	6	3	3	3	5	5	5	6	7	5
Main Street	Monroe-Summerfield	E	6	2	3	1	2	2	2	3	4	3	2
Main Street	Monroe-Summerfield	W	5	0	0	0	2	3	2	0	2	2	1
Main Street	Summerfield-Bangs	E	8	5	8	6	8	4	7	7	7	7	7
Main Street	Summerfield-Bangs	W	7	5	4	4	5	5	3	3	6	5	4
Main Street	Bangs-Mattison	E	7	6	5	4	4	8	7	7	5	3	5
Main Street	Bangs-Mattison	W	6	6	5	4	5	2	5	7	4	4	5
Main Street	Mattison-Cookman	E	6	3	4	3	2	3	3	4	3	4	3
Main Street	Mattison-Cookman	W	7	6	6	6	5	7	7	7	7	7	6
Main Street	Cookman-Lake	E	8	5	6	4	5	5	6	6	6	8	6
Main Street	Cookman-Springwood	W	9	6	5	6	4	6	6	9	7	10	7
TOTAL (ENTIRE STREET)				172	99	104	112	117	115	118	112	121	119
% Occupied					58%	60%	65%	68%	67%	69%	65%	70%	69%
					AM Peak				PM Peak				

HIGHEST DEMAND AREA=
 Area under consideration for pay station meter installation

Source: DESMAN

Table 9 On-Street Parking Counts by Block face for the Main Street Area (Saturday, August 9, 2014)

Street	Between	Side	Approx. Capacity	9am	10am	11am	12noon	1pm	2pm	3pm	4pm	5pm	Hourly Average
Main Street	Deal Lake-7th	E	No Parking										
Main Street	Deal Lake-7th	W	No Parking										
Main Street	7th-6th	E	4	0	0	3	3	4	4	4	4	1	3
Main Street	7th-6th	W	0	0	0	0	0	0	0	0	0	0	0
Main Street	6th-Sunset	E	5	1	7	7	5	3	0	2	1	3	3
Main Street	6th-Sunset	W	4	0	4	4	0	0	0	0	0	0	1
Main Street	Sunset-5th	E	No Parking										
Main Street	Sunset-5th	W	No Parking										
Main Street	5th-4th	E	4	0	4	1	1	3	4	2	2	5	3
Main Street	5th-4th	W	5	4	5	3	5	4	4	5	2	6	4
Main Street	4th-3rd	E	2	0	1	0	0	1	1	1	2	1	1
Main Street	4th-3rd	W	3	3	1	2	1	3	3	3	1	2	2
Main Street	3rd-2nd	E	13	10	11	10	11	12	12	13	13	13	11
Main Street	3rd-2nd	W	12	10	12	12	10	10	10	12	12	12	11
Main Street	2nd-1st	E	8	4	6	8	8	7	6	8	3	4	6
Main Street	2nd-1st	W	3	2	1	3	1	2	2	1	2	2	2
Main Street	1st-Asbury	E	6	2	4	6	6	6	6	4	3	5	5
Main Street	1st-Asbury	W	5	3	3	1	4	4	1	4	2	4	3
Main Street	Asbury- Sewall	E	9	6	8	4	7	7	5	5	6	9	6
Main Street	Asbury- Sewall	W	8	7	7	8	8	9	9	8	5	8	8
Main Street	Sewall-Monroe	E	4	2	4	2	1	1	2	0	2	4	2
Main Street	Sewall-Monroe	W	8	7	7	6	3	4	5	9	8	8	7
Main Street	Monroe-Summerfield	E	6	2	6	3	4	4	1	1	5	6	4
Main Street	Monroe-Summerfield	W	5	0	1	0	0	0	0	1	2	3	1
Main Street	Summerfield-Bangs	E	8	8	8	8	7	7	7	5	4	6	7
Main Street	Summerfield-Bangs	W	7	5	7	4	6	6	6	4	5	5	5
Main Street	Bangs-Mattison	E	7	5	7	5	5	5	3	6	6	7	6
Main Street	Bangs-Mattison	W	6	6	5	3	3	3	3	2	4	6	4
Main Street	Mattison-Cookman	E	6	2	4	4	5	5	5	6	4	3	4
Main Street	Mattison-Cookman	W	7	5	5	6	6	6	6	5	7	8	6
Main Street	Cookman-Lake	E	8	6	2	2	4	6	7	8	8	8	6
Main Street	Cookman-Springwood	W	9	7	7	5	5	6	7	9	9	9	7
TOTAL			172	107	137	120	119	128	119	128	122	148	
% Occupied				62%	80%	70%	69%	74%	69%	74%	71%	86%	
				AM Peak								PM Peak	

HIGHEST DEMAND AREA=
 Area under consideration for pay station meter installation

Source: DESMAN

UTILIZATION OF SELECTED OFF-STREET PARKING FACILITIES

Table 10 lists the selected off-street parking facilities that were included in the survey of parking utilization. Two aerial photographs (see Exhibits 3 and 4) depict the locations of eleven off-street parking facilities that were subject to the parking survey conducted in August 2014. As previously stated, most of the supply of spaces at these eleven off-street parking facilities are accessible to the general public on a daily basis but the public's access to some of the facilities is limited to weekday evenings and weekends. Collectively, these eleven off-street parking facilities account for a total of 1,240 off-street parking spaces.

The largest off-street parking facility in the CBD is the State-owned 212-space parking garage (#1) located on Bangs Avenue. During weekday business hours the general public has limited access to the garage as only State Office building visitors and State staff may access the facility. Under the terms of the "Agreement for Use and Occupancy" between the City and the State concerning the garage, the City of Asbury Park has a specific claim to 75 spaces inside the garage during the regular weekday business hours of the State Office building, and claim to 162 spaces inside the garage after weekday business hours and throughout the weekend (see **Table 11**).

The same agreement also gives the City the right to install new access and revenue control equipment at the garage and collect parking charges from the general public users of the facility. At the present time, the State relies on access gates and an on-site parking attendant to regulate and restrict access to the facility during weekday business hours. When the State Office building is closed on weekday evenings and

throughout the weekend the City opens the access gates to the garage to allow the general public free and open access to the garage.

Table 10 Ownership Status and Space Capacity of the Surveyed Off-Street Parking Facilities

ID #	Lot Name	Redevelopment Area	Ownership		Inventory	% of Total
1	State Parking Garage	CBD	Public	State	212	17%
2	City Hall (North Area)	CBD	Public	City	52	4%
3	City Hall (South Area)	CBD	Public	City	21	2%
4	Transit Station Lot	CBD	Public	City	34	3%
5	Shopping Plaza Lot	CBD	Private	UnKnown	58	5%
6	Lake Ave. Lot	CBD	Public	City	42	3%
7	Rear City Hall Lot	CBD	Public	City	25	2%
8	Asbury Ocean Lot	Waterfront	Private	iStar	298	24%
9	Ocean Lot (2nd to 3rd)	Waterfront	Private	iStar	264	21%
10	Ocean Lot (4th)	Waterfront	Private	iStar	124	10%
11	North Beach Lot	Waterfront	Public	City	110	9%
Total Surveyed Off-Street Spaces					1240	100%
<i>CDB Area Sub-total</i>					<i>444</i>	<i>36%</i>
<i>Waterfront Area Sub-total</i>					<i>796</i>	<i>64%</i>
<i>Public Ownership</i>					<i>496</i>	<i>40%</i>
<i>Private Ownership</i>					<i>744</i>	<i>60%</i>

Source: DESMAN

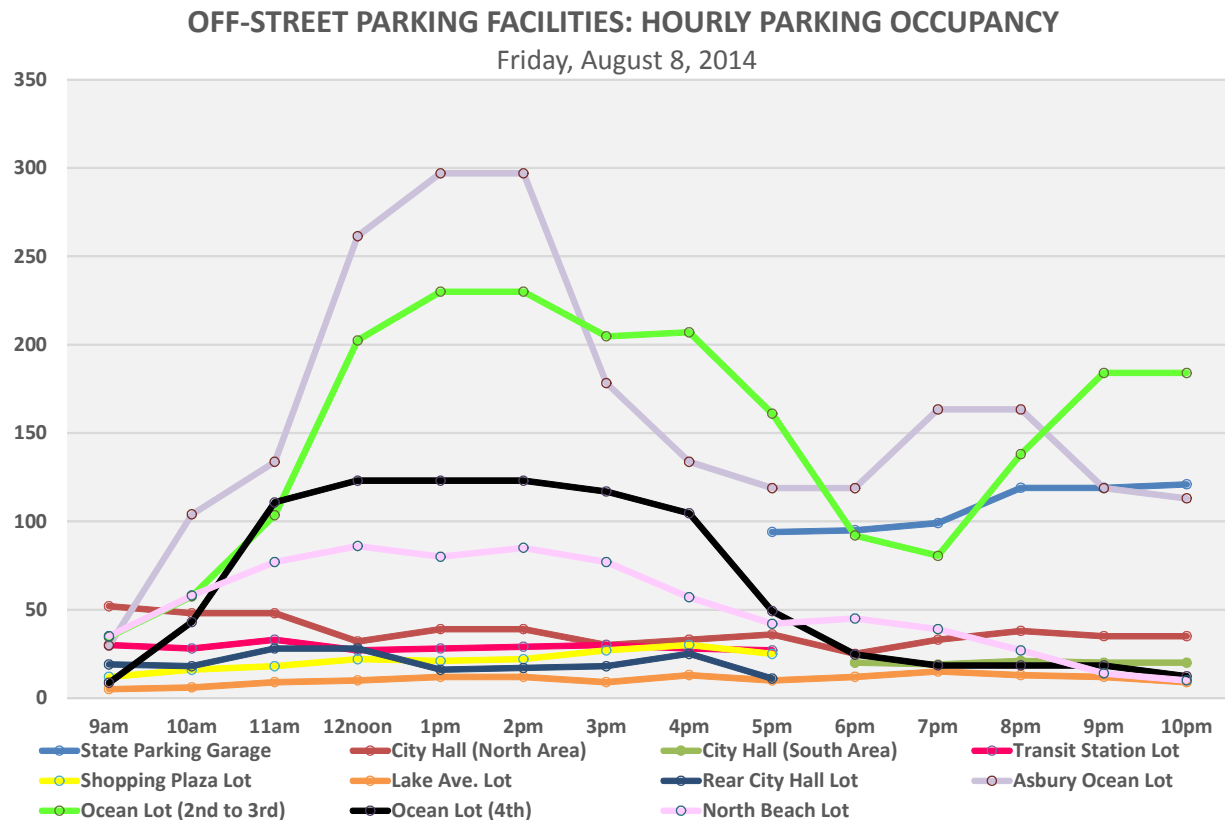
Table 11 Bangs Avenue Garage Space Use and Occupancy Agreement

Bangs Avenue Garage Space Allocation ¹	Weekdays		Weekends
	Between 7AM-6PM	After 6PM/ before 7AM	Sat./Sun. 24 hrs.
State Employees	50	0	0
State Vehicle Storage Spaces	50	50	50
State Sub-Lease to a Law Firm	12	0	0
State Set-a-Side for Weekday Visitors	25	0	0
City's Rights to Garage Spaces	75	162	162
Bangs Avenue Garage Capacity	212	212	212

¹ Bangs Avenue Garage "Agreement for Use and Occupancy" between City of Asbury and N.J., Department of of Treasury, Division of Property Management and Construction (DPMC).

Exhibits 8 and 9 and Tables 12 and 13 summarize the use and occupancy at these eleven off-street parking facilities during the field surveys conducted by DESMAN on a Friday and Saturday in August 2014. Several parking facilities were not surveyed during certain timeframes because they were either inaccessible, unavailable to the general public or were simply not impacted by the apparent extent of the parking demand during certain hours. For example, the field surveyors were unable to access the Bangs

Exhibit 8 Hourly Vehicle Accumulation at Selected Off-Street Parking Facilities (Friday, August 8, 2014)

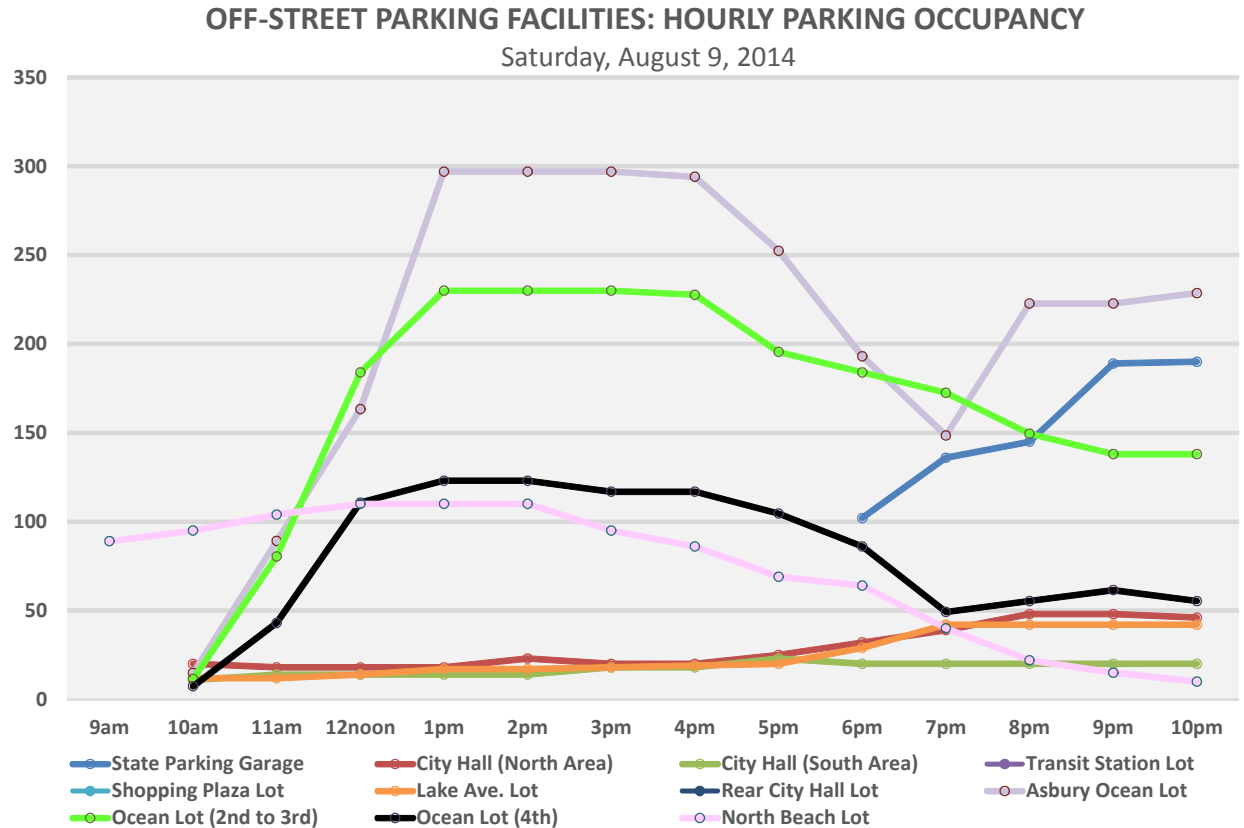


Source: DESMAN

Table 12 Hourly Occupancy of Selected Off-Street Facilities (Friday, August 8, 2014)

ID #	Lot Name	Capacity	9am	10am	11am	12noon	1pm	2pm	3pm	4pm	5pm	6pm	7pm	8pm	9pm	10pm	Hourly Average
1	State Parking Garage	212									94	95	99	119	119	121	108 51%
2	City Hall (North Area)	52	52	48	48	32	39	39	30	33	36	25	33	38	35	35	37 72%
3	City Hall (South Area)	21										20	19	21	20	20	20 95%
4	Transit Station Lot	34	30	28	33	27	28	29	30	28	27						29 85%
5	Shopping Plaza Lot	58	12	16	18	22	21	22	27	30	25						21 37%
6	Lake Ave. Lot	42	5	6	9	10	12	12	9	13	10	12	15	13	12	9	11 25%
7	Rear City Hall Lot	25	19	18	28	28	16	17	18	25	11						20 80%
8	Asbury Ocean Lot	298	30	104	134	261	297	297	178	134	119	119	163	163	119	113	159 53%
9	Ocean Lot (2nd to 3rd)	264	35	58	104	202	230	230	205	207	161	92	81	138	184	184	151 57%
10	Ocean Lot (4th)	124	9	43	111	123	123	123	117	105	49	25	18	18	18	12	64 52%
11	North Beach Lot	110	35	58	77	86	80	85	77	57	42	45	39	27	14	10	52 48%
Totals			1240	226	379	561	792	846	854	691	631	574	432	467	538	521	504
% occupied spaces				22%	38%	56%	79%	84%	85%	69%	63%	47%	39%	42%	48%	46%	45%
									AM Peak					PM Peak			

Source: DESMAN

Exhibit 9 Hourly Vehicle Accumulation at Selected Off-Street Parking Facilities (Saturday, August 9, 2014)


Source: DESMAN

Table 13 Hourly Occupancy of Selected Off-Street Facilities (Saturday, August 9, 2014)

ID #	Lot Name	Capacity	9am	10am	11am	12noon	1pm	2pm	3pm	4pm	5pm	6pm	7pm	8pm	9pm	10pm	Hourly Average	
1	State Parking Garage	212										102	136	145	189	190	152 72%	
2	City Hall (North Area)	52		20	18	18	18	23	20	20	25	32	39	48	48	46	29 55%	
3	City Hall (South Area)	21		11	14	14	14	14	18	18	23	20	20	20	20	20	17 83%	
4	Transit Station Lot	34																
5	Shopping Plaza Lot	58																
6	Lake Ave. Lot	42		12	12	14	17	17	18	19	20	29	42	42	42	42	25 60%	
7	Rear City Hall Lot	25																
8	Asbury Ocean Lot	298		15	89	163	297	297	297	294	252	193	149	223	223	229	209 70%	
9	Ocean Lot (2nd to 3rd)	264		12	81	184	230	230	230	228	196	184	173	150	138	138	167 63%	
10	Ocean Lot (4th)	124		7	43	111	123	123	117	117	105	86	49	55	62	55	81 65%	
11	North Beach Lot	110		89	95	104	110	110	110	95	86	69	64	40	22	15	10	73 66%
Totals		1240	89	172	361	614	809	814	795	782	690	710	647	705	736	730		
% Occupied Spaces			81%	19%	40%	67%	89%	89%	87%	86%	76%	63%	58%	63%	66%	65%		
							AM Peak								PM Peak			

Source: DESMAN

Avenue Garage (#1) prior to 5:00PM on Friday and 6:00PM on Saturday. The City Hall South Lot (#3) was omitted from the survey on Friday between 9:00AM and 5:00PM because the spaces in the area were almost entirely occupied by City vehicles and staff and thus not available to the general public. The Transit Station Lot (#4), the Shopping Plaza Lot (#5) and Rear City Hall Lot (#7) all on the west side of the commuter rail line were omitted from the survey on Friday evening and all day Saturday because they were not impacted by the parking demand generated in CBD area. Lastly, the staging of a community walk/run fundraiser event held on Saturday August 9th disrupted the public's ability to access and use of all but the Fisherman's North Beach Lot (#11) during the 9:00AM hour.

Conclusions Regarding the Prevailing Demand for Parking

Generally the field survey effort revealed that the peak period parking demand in CBD area is strong, but presently is not yet unmanageable. While vacant spaces could be found during the peak parking demand periods in the CBD area most of the unoccupied spaces were typically found at the periphery of the downtown area. As a consequence, there is a widely held perception that there is currently a significant shortage of public parking in the area. Continued business growth and repurposing of underutilized existing properties will inevitably lead to a parking supply shortage in downtown, but it is our impression that some carefully crafted parking policy and program changes the current parking situation in the CBD area could be improved. Specific recommendations regarding parking policy and program changes are discussed later in this report.

The extent of the demand for parking in the Waterfront area, at least during the survey period, clearly surpassed the area's existing inventory of on- and off-street parking spaces because the seasonal beach-oriented parking activity regularly spills over into the abutting residential neighborhood to west on weekends. Additional off-street parking facilities could be created closer to the waterfront or the existing network of regulated and metered on-street spaces could be expanded westward, but such actions probably cannot be counted upon to significantly reduce the spillover of the beach-oriented parking demand into adjacent residential areas during the peak season. Conversely, the notion of creating some resident only parking zones on one side of the neighborhood streets to the west of Heck Street might offer some relief to the residents of the neighborhood. However, such an initiative might be cumbersome to implement and enforce.

The balance between the prevailing supply of, and demand for, on-street parking along Main Street is judged to be acceptable. The parking activity along Main Street between Third Avenue to Cookman Avenue was significant and is a reflection of the diverse and vibrant mix of commercial businesses in the area. Striping the on-street curbside spaces and introducing multi-space parking meters along the same length of Main Street would help organize the parking activity, facilitate more effective enforcement and generate additional revenue to support system operations.

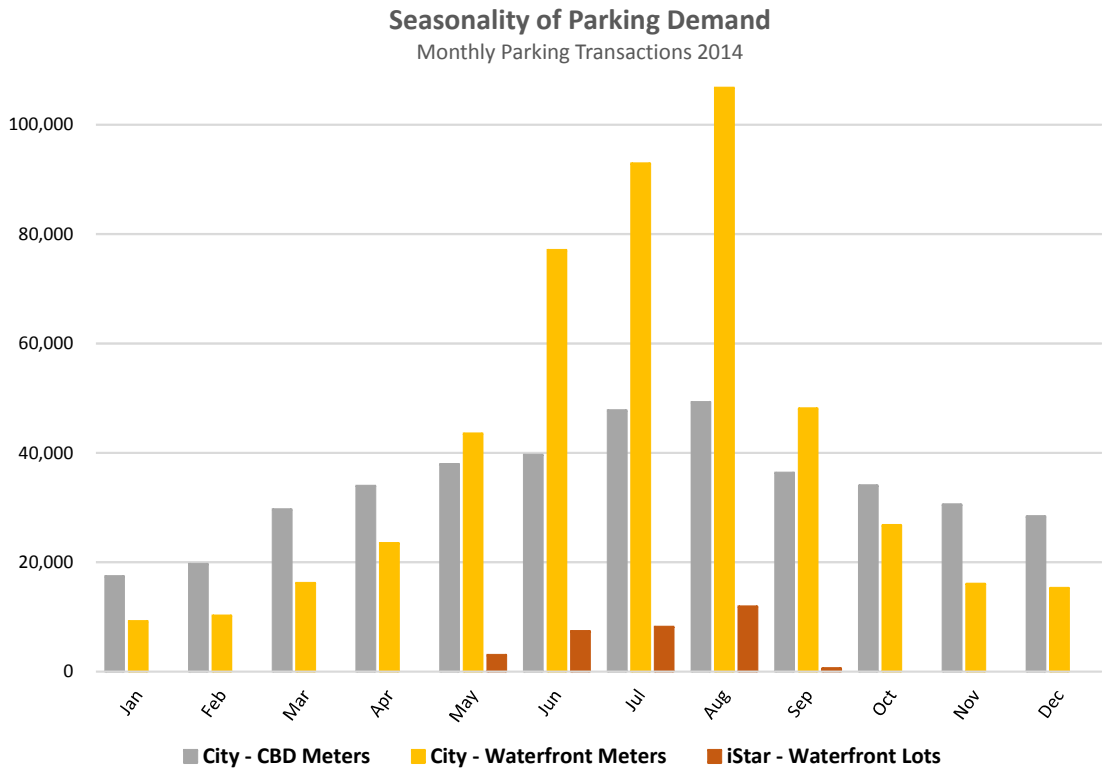
Seasonal Variances in Parking Demand

As with most beach communities parking demand peaks during the summer months, declines in fall, nearly disappears in the winter and gradually begins to increase in the spring. In order to get a clearer indication of the actual seasonal fluctuations in demand in the CBD and Waterfront areas of Asbury Park, DESMAN analyzed the month to month volume of paid on- and off-street parking transactions in 2014. The on-street parking transaction counts were obtained from the City's system of parking meter pay stations, iStar Enterprises also made available its records of the off-street parking transactions recorded at its three pay parking lots on the waterfront.



Exhibit 10 provides a graphic representations of how both on- and off-street parking activity varied from month to month in 2014. The exhibit graphically compares the volume of on-street parking meter parking transactions recorded in the CBD area, and Waterfront area, with those recorded at the three off-street parking lots owned by iStar Enterprises on the Waterfront. In each case, the volume of parking transactions begin to increase in May, peak in August, and decline through the fall and winter months. The exhibit also shows that the month to month variance in on-street parking transactions in the CBD area is less dramatic and more reflective of the year-round vitality of the downtown area. It is important to note that the iStar-owned Waterfront Lots remain open year-round but the off-street lots are not attended, fees are not charged and parking activity is not tracked between October and April. During this off-season period it is reported that local population knows that meter parking fees can be avoided by parking in these iStar lots, but visitors from out the community tend to shy away from parking at these lots as they fear the possibility of having their vehicle towed away. This data also confirms that the parking activity levels documented by DESMAN during the month August was in fact representative of the peak parking demand period of the year.

Exhibit 10 On-Street and Off-Street Monthly Parking Transactions: (CBD and Waterfront 2014)



Source: DESMAN

PARKING SYSTEM OPERATIONS & MANAGEMENT

Organizational Structure

The on-street system of multi-space parking meters and the revenue generated by the system is currently defined as the City’s Parking Utility. The City of Asbury Park does not have a parking department or one entity that has full and total accountability for the overall operations, maintenance and performance of the Parking Utility. The organization chart of the City shows the Parking Utility positioned as a responsibility of the **Department of Public Works (DPW)**, however the department has not assigned an

individual to be accountable for the system and program. DPW does handle the sales and distribution of on-street parking permits as well as parking meter system value cards and smart cards and is called upon to install parking street signage and paint pavement markings that delineate on-street parking spaces, no-parking zones and parking space ID numbers. DPW is also responsible for the routine maintenance of three off-street parking facilities; the City Hall Lot, the Transit Center Lot and the Fisherman's North Beach Lots. A special unit of the **Police Department**, which seems to currently function as the day to day manager of the Parking Utility, has responsibility for revenue collection of the meter system and enforcement of the on-street parking regulations applicable to metered and non-metered areas of the City.

The **City Manager's office** has negotiated parking related contracts and agreements with a number of public and private sector entities and, by default, has assumed responsibility for the administration and compliance monitoring of the same contracts and agreements. The City has two different but related contracts with **Digital Payment Technologies (DPT)**, the manufacturer of the multi-space parking meter pay stations; a purchase contract for the system hardware and a system service contract covering the system inventory monitoring, communications, reporting and transaction processing on a monthly basis. The City also has a contract with **Integrated Technical System (ITS)**, the reseller and installation contractor of the DPT meter hardware, to provide system repairs, warranty coverage for parts, repairs and service, training and manufacturer's upgrades. ITS also has a contract with the City to process, monitor and report pay-by-phone meter transactions through a sub-contract it has with **MPay2Park**, a mobile payment processing entity which facilitates and supports the wireless enforcement devices used by the Police. The City Manager's office negotiated the previously discussed "Use and Occupancy Agreement" with the **State of New Jersey** which gives the City the right to use and operate the State-owned Bangs Avenue Garage. Additionally, the City Manager's office is the administrator of a master development agreement with iStar Financial, which among a multitude of development matters, also stipulates and governs the developer's rights to operate pay parking facilities on privately-owned lands in the Waterfront district.

Lastly, the **City Planning Department Board** reviews, plans and coordinates projects and redevelopments involving or impacting parking and processes parking-related zoning variances and code amendments. The **Planning Board** is responsible for the creation and adoption of the City Master Plan. It also reviews most applications for development including site plan, subdivision, and conditional use applications. The Planning Board also reviews all development applications for projects within the redevelopment areas and acts in an advisory capacity when new land development regulations, or changes to existing land development regulations are proposed. The Planning Board's comments are provided to the Mayor and Council in these instances, prior to any ordinance being adopted. The **Parking Committee** also acts in an advisory capacity on all matters specifically related to or impacting parking throughout the community.

The **Finance Department** tracks the Parking Utility's earnings and monthly expenses and the **Police Department** is responsible for the enforcement of on-street parking regulations.

While each of these City departments, agencies and committees have some role in dealing with the parking in the community there is no central coordinating agent or agency responsible for the entirety of the system. While the gross revenue generating performance of the system is monitored and documented, there is a general lack of awareness about what is required to effectively operate the system and optimize its level of serve to the community particularly in light to the every-increasing demand for public parking.

Parking Utility Program Operations

The only consistent oversight of the system is presently being provided by a special Police Department unit supervised by a seasoned Police Detective and staffed by both Class 1 Special Officers (Unarmed Civilians) and Class 2 Special Officers (i.e. Trained Police Officers with Powers to Arrest). The Class 1 Officers perform parking enforcement duties on a full-time basis during the peak summer season and on a part-time basis during the off-season. The Class 2 Officers carry guns and are charged with keeping the peace, performing security duties and responding to police calls concerning crimes against persons or property but do not perform parking enforcement duties. Both the Class 1 and Class 2 officers report the same Police Detective that heads up the parking enforcement unit.

The Police unit has no clerical support so one of the Class 1 officers is also tasked with performing daily clerical tasks (i.e. ticket processing, meter revenue reporting, staff scheduling, etc.) when time permits which adversely impacts the deployment consistency of daily enforcement activity. In addition to enforcing on-street parking regulation in metered and non-metered areas seven days a week, the Class 1 officers collect revenue from the parking meter, replenish meter receipt paper and do some minor meter repair trouble-shooting.

The staff of the Class 1 officers in the unit, from a personnel standpoint, are treated as likely candidates to be chosen as entry level Police cadets by the City or by other New Jersey law enforcement agencies. Much of their training and exposure is oriented to learning about law enforcement rather than toward the parking program and system responsibilities, which is often the case when parking program responsibilities are lodged within Police Departments. As a consequence, the City's Parking Utility lacks program-wide accountability for the parking system which should include but not necessarily be limited to; budget, expansion planning, policies and program initiatives, rate setting, customer services, permit and value/smart card sales, system vendor/service contract administration, comprehensive oversight of system needs and opportunities as well as the in-depth and routine analysis of the system usage, earnings and expenses.

Parking Enforcement

During the 2014 summer season there were five Class 1 officers performing parking enforcement duties 7 days per week. Typically, 3 to 5 Class 1 officers are scheduled daily depending on the day of the week generally between the hours of 7:00AM to 2:00AM. Each officer works 40 hours per week during the peak summer season and 20 hours per week before and after the peak summer season. **Table 14** shows the weekly work schedule for the Class 1 officers for the summer of 2014. Based on our review of the parking of the peak season parking activity in the CBD and Waterfront areas, we believe the current enforcement staffing schedule should be expanded to include one additional officers on Saturdays during the summer months.

In addition to meter enforcement duties in the downtown and waterfront areas, at least one of the Class 1 Special Officers is tasked with enforcing a number of different non-meter parking violations throughout the community such as "No Parking", "Limited Time Parking Zones" (i.e. ½-hour, 2-hrs and 3-hrs.) and the "Alternate Side of Street Parking" rules relating to the City's street cleaning program. **Exhibit 11** depicts the other areas of the City where enforcement officers are deployed to enforce non-meter parking violations.

The same Class 1 enforcement personnel also perform some security and courtesy activities which include: checking for unlocked doors in the business areas, providing escorts to bar and restaurant employees after closing, removal of illegal signs and reporting the whereabouts of street light outages and abandoned vehicles.

Table 14 Parking Enforcement Staffing Schedule – Summer 2014

CLASS 1 PARKING ENFORCEMENT STAFF SCHEDULE - SUMMER 2014																					
DAY/PEO	7AM	8AM	9AM	10AM	11AM	12PM	1PM	2PM	3PM	4PM	5PM	6PM	7PM	8PM	9PM	10PM	11PM	12AM	1AM	2AM	Staff Hrs.
Sunday																					
# 1																					8
# 2																					8
# 3																					8
Monday																					
# 1																					8
# 2																					8
# 3																					8
Tuesday																					
# 1																					8
# 2																					8
# 3																					8
# 4																					8
Wednesday																					
# 1																					8
# 2																					8
# 3																					8
Thursday																					
# 1																					8
# 2																					8
# 3																					8
# 4																					8
Friday																					
# 1																					8
# 2																					8
# 3																					8
# 4																					8
# 5																					8
Saturday																					
# 1																					8
# 2																					8
# 3																					8

200

200

Note: This schedule for each Class 1 Officer includes at least one hour of inactivity for lunch and breaks.

Source: Parking Utility Enforcement Unit

Exhibit 11 Other Regularly Enforced On-Street Parking Areas in the Community



Source: Parking Utility Enforcement Unit

Parking Citation Issuance

The Class 1 enforcement officers wrote approximately 17,000 parking citations in 2013 covering 24 different parking violation offenses. **Table 15** provides a summary of the parking citation issuance statistics for 2013. When parking violations are grouped into one of four general citation categories, "Parking Time Limit" violations (9,662) and "Street Cleaning Related" violations (6,110) together account for 92% of all the citations written during the year. Since nearly all the 9,662 "Parking Time Limit" citations can be associated with the 2,483 on-street spaces controlled by parking meter stations it can be said that in 2013 slightly less than 4 parking citations (i.e. $9662 \div 2,483 = 3.89$) were written for every metered parking space.

Also the parking enforcement officers are not assigned regular enforcement beats and instead seem to be free to at times to roam the community for parking violators. Currently the only measure of each officer productivity is the number of tickets they issue daily. Based upon the parking citation statistics that were made available for analysis it is difficult to pass judgement on the overall productivity and effectiveness of the enforcement unit particularly given the seasonal swings in parking activity by area.

During the peak summer season, each of the Class 1 parking enforcement officers issue approximately 19 citations per day but the per day, issuance of parking citations by each officer falls to 4.9 during the fall and spring season. This low annual figure may have more to do with the dramatic decline in parking activity during the fall and spring months and the fact the parkers at the vast majority of metered spaces are allowed to extend the time on their meter to avoid receiving a citation.

Table 15 Summary of Parking Citation Issuance by the Parking Utility in 2013

2013 PARKING CITATION ISSUANCE	SPRING				SUMMER				FALL				TOTAL	
Parking Violation Categories	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Citations	% of TL
Parking Time Violations	60	40	28	80	1,506	1,721	2,530	2,762	653	157	11	114	9,662	57%
Street Cleaning Violations	538	527	600	509	529	529	531	625	483	480	314	445	6,110	36%
Improper Parking Violations	1	6	10	39	79	84	137	165	9	106	3	6	645	4%
Prohibited Parking Violations	35	30	36	32	50	82	147	159	35	4	3	0	613	4%
MONTHLY TOTALS	634	605	677	663	2,170	2,418	3,358	3,731	1,180	748	331	566	17,081	100%
Citations Per Class 1 Officer	127	121	135	133	434	484	672	746	236	150	66	113	3416	
Citations Per Officer Per Day	4.2	4.3	4.5	4.3	14.0	16.1	21.7	24.1	7.9	4.8	2.2	3.7	9.4	
SEASONAL TOTALS	2,579				11,677				2,825					
% of Total	15%				68%				17%					
Citations Per Class 1 Officer	516				2,335				565					
Citations Per Officer Per Day	4.3				19.0				4.6					

Source: Parking Utility Enforcement Unit

Meter Collections

There are 99 parking meter pay stations installed throughout the downtown and waterfront areas. According to recent annual financial records, meter revenue received from credit card processing has risen from 47% in 2012 to 64% in 2014. In 2014, \$943,000 in cash and coins was collected at the pay stations. The collection of revenue from the meter system is routinely conducted by two officers usually on Fridays and Mondays during the peak season and as warranted during the off-season. The meter collection processing and equipment along with the current money handling procedures were and found to be acceptable and conforming to industry standards. However, the procedures were not formally documented.

Pay Station Maintenance

Integrated Technical Systems (ITS), the vendor that installed and currently supports the City's parking meter pay stations is under contract to provide maintenance on warranty covered repairs and to provide as needed non-warranty repairs on a billable basis. According to a representative from ITS, its delivery of these as needed services has sometimes been very challenging and ineffective due to the fact that there is not a City staff person charged with and regularly available to routinely handle day-to-day service responsibilities and minor equipment fixes, nor is there a parking system program administrator that has the sole responsibility and accountability for stewardship of the meter system. As a consequence, ITS service personnel are called in too often to address routine trouble-shooting problems that should be addressed by in-house personnel. Also, ITS service personnel are not always completely informed of the nature and circumstances of the problems so ITS technicians make service trips to Asbury Park only to find that the problem could have been easily fixed without their intervention, or they arrive without the proper parts with them to make the necessary repairs because they were not correctly informed about the scope or extent of equipment breakdown. Although, ITS has provided maintenance and service training to various City staff members on multiple occasions, the knowledge and technical know-how has not been effectively absorbed and applied by the personnel with either the Police Enforcement Unit or the Department of Public Works. Ideally, the training of an in-house meter technical could help to reduce meter equipment down time due to malfunctions and avoid incurring costs for some repairs now being performed by ITS.

Parking Payment Options

Digital Payment Technologies

The DPT parking meters accept cash and coins, credit cards, value cards and smart cards. The payments processed at a pay station are recorded, monitored, tabulated and reported by the DPT back office data processing and communication programs. DPT has a multi-year contract with the City which is billable on a monthly basis for providing these and other system support and communication services.

Cash and coin payments deposited in the parking meter system in 2012 and 2013 respectively accounted for 53% and 43% of all the meter parking transactions and this declining trend continued into 2014 as 37% of the transaction payments were made with cash and coin. This pattern is consistent with parking industry trends that parking customers are becoming increasingly more comfortable, accepting and perhaps even dependent on using credit cards to pay for parking.

Parking meter pay stations do not provide change so the units are programmed to warn parkers of that fact and they are instructed to deposit the exact amount cash and/or coins for their parking time. On occasions when customers over pay their meter they are able to obtain a refund of their overpayment by presenting their overpayment parking receipt at the DPW's maintenance building office located at 9 Main Street during normal weekday business hours. The refund amounts equal to \$5.00 or less are provided in cash while refund amounts in excess of \$5.00 dollars are placed on a smart card which can only be used at the City of Asbury Park's meter pay stations.

In 2014, the credit cards payments accounted for 67% of all the parking transaction payments received. Credit card usage has increased by 10% each year since in 2012. While a credit card processing fee is assessed by the City's credit processing clearinghouse firm each time a credit card is used, the actual credit card processing transaction fee is not passed on to the customer as a credit card usage fee.

Smart cards, which are essentially pre-paid reusable parking debit cards, can also be purchased at the DPW office and used at the meter pay stations but once a customer has a smart card, the balance on the

card can be replenished at the any pay station using a credit or debit card. The credit card transaction processing fee for purchasing and/or replenishing the balance on a smart card is also absorbed by the City.

The local Chamber of Commerce has promoted a value card that allows area merchants and service establishments the ability to pay a share of their customers' meter parking charge by handing value cards that are good for say one hour of parking at a meter. The value cards are a one-time payment instrument that cannot be replenished.

MPay2Park Mobile Phone Payment Solution

MPay2Park, as a sub-contractor to ITS, provides a mobile application and platform for the processing of meter payments and monitoring and communicating meter usage and parking violations to wireless computer tablets used by enforcement personnel. At the present time, parking system users have to register a credit card account number to create an E-Wallet account with MPay2Park. Once a credit card is used to deposit funds into the E-Wallet account, the cost of every parking transaction is automatically debited from the account balance. When the account balance declines to a minimum level, the credit card automatically debited to replenish the balance. Every time a customer's E-Wallet account is used to pay for parking, a convenience fee of 35 cents per transaction is debited from the account along with the cost of parking. The E-Wallet account convenience fee covers the credit processing charge that is assessed whenever the E-Wallet account is opened or replenished. The convenience fee also covers MPay2Park's administrative, communications and data processing costs for payment recordkeeping, monitoring meter usage, and parking violations reporting.

The E-Wallet account works well for regular system users, however infrequent or one-time community visitors who want to make a one-time cellphone meter payment find the current requirement to first establish an E-Wallet account to be a burden. Numerous complaints regarding this MPay2Park system user requirement have caused the City to pursue a more customer-friendly approach to handling mobile phone payments by one-time or infrequent parking system users. Under a recent agreement with MPay2Park, the City has pledged to pay the per transaction credit card clearinghouse fee whenever a meter is paid by a cellphone user that does not have an E-Wallet account. MPay2Park is in the process of finalizing system programming changes necessary to activate this new feature.

Sales of On-Street Parking Permit

As previously stated, the sales of on-street parking permits and smart cards is handled by the DPW personnel based in the department's downtown maintenance building. In 2014, a total of 1,203 on-street parking permits were sold to local business employees, residents and guests of residents which was up from totals in sales of 1,127 in 2013 and 1,073 in 2012 (see **Table 16**).

The permits are valid for an entire calendar year and permit applicants must re-apply each year to purchase a new permit. The approved employee and resident permit holders are issued a vehicle decal with a unique ID number that must be applied to the rear windshield of their vehicle -- one permit is required per registered vehicle.

Guest permit purchasers are issued a machine-readable reusable ID card which they must insert into a meter pay stations every time they occupy a metered on-street space. The use of the guest ID is necessary to alert the field enforcement personnel that the unpaid spaces is being occupied by a guest permit holder.

Table 16 Annual Sales of On-Street Parking Permits

Permit Zone Locations	2012 PERMIT HOLDERS				2013 PERMIT HOLDERS				2014 PERMIT HOLDERS			
	Empl	Resid	Guest	TOTAL	Empl	Resid	Guest	TOTAL	Empl	Resid	Guest	TOTAL
Zone 1 North Beach	21	170	55	246	10	200	68	278	25	250	49	324
Zone 2 Wesley Lake/Cookman	2	86	30	118	0	117	22	139	4	101	22	127
Zone 3 South Beach	71	80	18	169	99	84	5	188	55	114	16	185
Zone 4 CBD	220	210	110	540	250	247	25	522	302	240	25	567
TOTALS	314	546	213	1073	359	648	120	1127	386	705	112	1203
% of Annual Total	29%	51%	20%	100%	32%	57%	11%	100%	32%	59%	9%	100%
Annual Sales Increase					14%	19%	-44%	5%	8%	9%	-7%	7%

Source: Parking Utility Enforcement Unit

Every permit holder is assigned on-street parking privileges within one of four separate permit parking zones in the CBD and Waterfront areas closest to their residence or place of work. Within each zone permit holders are entitled to non-exclusive parking privileges for an unlimited duration without having to pay the parking meter fees.

The underlining problem with the on-street parking permit program is that the volume of permits sold equates to an excessively large share of the City's inventory of income-producing meter spaces. For example, in Permit Parking Zone 4, which encompasses the CBD area, has 4 separate permit holder parking sub-areas that together comprise 205 (39%) of the 517 on-street meter spaces in the CBD. The problem is that the in 2014 the City issued a total of 567 on-street permits for Zone 4 which equates to 2.7 permits sold for every one parking space that has been marked and signed for their use.

The growing volume of on-street permit sales over the past few years may have been fueled by the fact that more and more people are realizing that the undervalued prices for the permits are a tremendous deal for the program participants. At the present time the cost for a resident to purchase an annual on-street parking permit is only \$30, but an employee or a guest of a resident is charged \$100.00 for an annual permit. Given the City's current per hour meter parking rates, the prices these permit holders pay for year-long on-street parking privileges would be the equivalent of only approximately 30 hours of meter parking time by the residents and approximately 100 hours of meter parking time by the employees and resident guests. Additionally, while residents, employees and guests must provide proof of their respective applicants standing as a City of Asbury Park resident, guest of a resident or employer/employee, none of the applicant are required to present a case as to why they need discounted on-street parking privileges nor are there any limits to how many permits they are allowed to purchase.

Currently the utilization of on-street parking spaces by these permit holders, during off-peak time periods, has not yet become a major problem, however during peak summer season the parking activity of these permit holders is a problem, particularly in the CBD area. During the peak summer season, parking by these permit holders reduces the supply of available transient parking spaces and the revenue-generating potential of the meter system is compromised.

Based on a review of 2014 permit sales records provided by the DPW, a total of 567 permits were sold for the CBD Zone (i.e. 348 employee permits, 240 residents permits and 25 guest permits). While the local addresses of resident and guest permit purchasers were document as part of the sales record, neither the name nor the address of the workplace of applicants who purchased employee permits were routinely documented as part of the recordkeeping of program sales. This oversight made it impossible to verify the eligibility of some employee applicants who purchased a permit. Additionally, the entire process and recordkeeping of the permit sales program at the DPW was found to be cumbersome, time consuming to

manage and difficult, if not, impossible to audit. Also cash and check payments received from permits purchasers are sometimes not reported and turned over to the Finance Department for several days after the sale of the permits occurred.

Parking Rates

The City controls the parking rates for the meter system and for on-street parking permit sales. The hourly rate for meter parking throughout downtown is currently set at \$1.50 and is capped at a maximum all-day rate of \$10.00. Two meter parking rates have been established for the Waterfront District. The hourly rate for meter parking along Ocean Drive is set at \$2.00. There is also a three hour parking time limit on the spaces along Ocean Drive to encourage turnover. Like in the downtown, the rest of the on-street parking meters throughout the Waterfront District have a per hour rate of \$1.50 with the maximum all-day rate of \$10.00.

The City recently enacted free all day meter parking throughout the community on every Thursday beginning on the Thanksgiving holiday lasting through New Years' Day. It was reported that Thursday was selected because it was believed to be the least active parking day of the week. Besides the "Free Parking Thursdays" offering, the standard parking meter rates remain unchanged throughout the year.

The rate structure for the sale and replenishing of smart cards is also premised on offering a discount to purchasers. Smart cards are encoded with starting dollar balances of either \$200.00, \$100.00, \$75.00 or \$50.00 and these same cards are respectively sold for \$165.00, \$85.00, \$65.00 and \$45.00 thus representing a purchaser's discount of 18% on high end and 10% on the low end.

One of the major benefits of the meter pay station system is that different rates can be programmed to automatically go into effect system-wide or in certain sub-areas on different days and/or at different times during each day. Too often this capability is over looked and underutilized. For example, on the Zombie Festival Weekend, all the city meters could be programmed to a higher special event day parking rate. The same system functionality could be used to automatically raise meter rates during the peak summer season and lower the rates during the off-season. This practice, commonly referred to as "Demand Pricing" is growing in popularity across the parking industry and particularly in resort or tourist destination communities.

City Hall Lot and Bangs Avenue Garage Management

The City Hall Lot and the Bangs Avenue Garage are two key off-street parking facilities which the City currently has total or partial control of that could be more effectively managed and maintained. While the DPW is responsible for addressing the physical conditions (i.e. paving, signage, lighting, striping, etc.) at the City Hall lot, the poor condition lot is a clear indication that the needed capital repairs and the daily maintenance at the lot are not a priority. Additionally, we were not able to identify a City staff person that has any responsibility to periodically monitor the users and usage of the City Hall Lot by staff and visitors. Based on our field observations, it is not clear that all the spaces exclusively designated for City staff and vehicles are truly needed. After City Hall business hours, downtown visitors and business patrons seeking a place to park seemed to be tentative about parking at lot primarily because there is an absence of informative signage explaining the parking lot rules whenever City is closed. While local residents and workers know that parking is allowed, unfamiliar visitors often have to ask strangers about the lot.

While the State of New Jersey is adequately maintaining the Bangs Avenue Garage, the City has yet to fully exercise its rights to manage the garage. At present, the City simply opens the gates of the garage to



allow the general public free access to the garage on weekdays and weekend evenings after 6:00PM. Although the former City Manager had begun steps to explore the costs and benefits of installing new access and revenue control equipment at the garage to enable better management of the facility, this initiative was stalled with his departure.

Given the need for more general public parking in the CBD area, the City needs to focus on how any existing surplus capacity at these two facilities can be optimally utilized as often as possible.

FUTURE GROWTH & DEVELOPMENT IMPACTS ON THE PARKING SYSTEM

There are several real estate investment entities that have identified proposed and planned projects in the Central Business District (CBD), Waterfront and Springwood Redevelopment Areas that will require significant amounts parking. For some of the projects the implementation timetable is set, while the implementation of others are dependent upon market conditions and trends. Consequently, the scope and likelihood of the future parking outcomes are largely speculative, but can be used as a basis for mid-to long-range planning decisions.

The future parking supply and demand estimates for the CBD, Waterfront and Springwood Avenue districts are based on project information provided by Sackman Enterprises, iStar Financial, Madison Marquette, The Michaels Organization, Asbury JAMS and several others. A composite of this project information was then applied as an overlay on the current parking conditions and circumstances presented earlier in this report.

This section of the report summarizes new development information we received and explains the assumptions and methodology we used to quantify likely future outcomes.

Methodology

The Institute of Transportation Engineers (“ITE”) Parking Generation publication was consulted to arrive at an estimate of the peak hour parking generation factors for land use components of each development project. **Table 17** compares the ITE peak hour parking generation factors to the latest Off-Street Parking Requirements contained in the City of Asbury Park’s Land Development Regulations code for the relevant CBD land uses. While the factors for residential, retail and office land uses are practically the same, we found the City’s current parking requirements for restaurant and assembly land uses were slightly higher than they should be given the building density and overall land use makeup of the CBD.

Table 17 ITE Peak Hour Parking Generations Factor vs. City of Asbury Land Development Regulations

Land Use Category	ITE	Asbury Park
Residential Space Req.	1.5 Per Unit	1.5 Per Unit
Retail Space Req.	2.1 Per 1000 SF	2 Per 1000 SF
Restaurant Space Req. ¹	15 Per 1000 SF	20 Per 1000 SF
Office Space Req.	3.3 Per 1000 SF	3.3 Per 1000 SF
Assembly Space Req.	1 Per 3 Seats	1 Per 5 Seats

¹ The parking generations factor for the Restaurant land use is applicable to 80% of proposed amount of gross square footage.

Central Business District (CBD) Parking Challenge

Sackman Enterprises Projects

The same ITE parking generation factors listed above were used to assess the known rehabilitation and new development projects proposed for the CBD. These significant future projects happen to be proposed by the same development entity, namely Sackman Enterprises (“Sackman”).

Exhibit 12 depicts the locations of the Sackman development projects and **Table 18** presents the details of the whereabouts, scope, scale, and development timeframe for each of its proposed projects. Three of the projects have already been completed, one is nearing completion in 2015 and Sackman has indicated that all the others will hopefully be undertaken between 2016 and 2017.

The listing includes several Sackman-owned surface parking lots that are presently being used to satisfy the parking requirements of the completed projects marked as “DONE” in Table 18. These existing parking lots are located on city blocks numbered 2509, 3105 and 3101. The third column from the right in the table lists the space capacities of two existing lots and two potentially new parking development projects.

The site of the first potential new parking project, located at 700 Bangs Avenue (i.e. city block 2508), is comprised of a small parcel of vacant land, a dilapidated single story building, a small surface lot and a small unfinished underground parking structure. Though Sackman identified this site as a potential parking location, no plans of how the site would be improved as a parking facility were provided by Sackman. The 117-space capacity estimated for this potential parking project is based on what DESMAN believes would be the most efficient layout of above and below grade parking spaces at the site; **Exhibit 25** which can be found later in this report depicts the DESMAN parking facility layout for the site.

The other potential parking garage site is located in the center of the CBD at 607 Mattison Avenue (i.e. city block 2509). The notion of developing a 400-space, multi-level parking garage at this site has been a widely discussed topic for several years now.

The daytime and evening parking needs of all the existing and planned Sackman projects in the CBD are also presented in Table 18. The total AM Peak need for 373-spaces represents the sum of the parking needs associated with the residential, retail, restaurant and office land use components of the Sackman projects minus the 597 assumed off-street parking spaces under Sackman’s control. The difference between the PM Peak need for 706 spaces and the AM Peak need for 373 spaces is the inclusion of the parking need attributable to activities and events held in the assembly spaces planned for two of Sackman’s projects.

The Downtown District Parking Supply & Demand Outlook

Based on our analysis, DESMAN has preliminarily concluded that the proposed development projects as defined by Sackman Enterprises have the potential to dramatically impact the present availability of parking in the CBD. If the two proposed parking projects are not undertaken, the anticipated shortage of off-street parking spaces to accommodate the Sackman projects will increase to 623 spaces during the AM Peak and 956 during the PM peak. This means that, in the absence of some other approach to increase the supply of off-street spaces in the downtown area, all the parking demand generated by the Sackman projects will have to be accommodated at the 517 on-street metered spaces throughout the downtown area.



Attachment: Asbury Park Municipal Public Access Plan 20180618 COMPRESSED FINAL DEP approved



Comprehensive Parking Management Plan
City of Asbury Park, N.J.
 Final Report

Table 18 Project Descriptions & Calculated Parking Need for recent and future development Projects in the CBD

R.E. Block #	DEV. Proj. ID #	Description of Proposed CBD Projects	Residential Units	Retail SF	Restaurant SF	Office SF	Assembly Seating	Residential Space Req. 1.5 Per Unit	Retail Space Req. 2.1 Per 1000	Restaurant Space Req. 15 Per 1000	Office Space Req. 3.3 Per 1000	Assembly Space Req. 1 Per 3 Seats	Developer Planned/ Provided On-Site Parking	AM Peak Total Future Space Need	PM Peak Total Future Space Need
Sackman Enterprise Projects															
2402	5	48 Residential Units /5,000 SF Retail/ 750 Seat Theatre 2017	48	5,000			750	72	11	0	0	250	0	(83)	(333)
2508	4	32 Residential Units /2,000 SF Retail 2017	32	2,000				48	4	0	0	0	117	(52)	(52)
	4 & 8	Parking Garage (below & At Grade) 2015												117	117
	8	42 Residential Units (14 Studio)/3,500 SF Retail 2016	42	3,500				63	7	0	0	0		(70)	(70)
2509	1	18 Condos Units /5,500 Restaurant DONE	18		5,500			27	0	66	0	0		(93)	(93)
	2	2,800 SF Office/7,000 SF Restaurant DONE			7,000	2,800		0	0	84	9	0		(93)	(93)
	3	64 Residential Units /4,000 SF Retail TBD	64	4,000				96	8	0	0	0		(104)	(104)
	3	Parking Garage (below & At Grade) TBD											400	400	400
3104	11	63 Residential Units /22,000 SF Retail DONE	63	22,000				95	46	0	0	0		(141)	(141)
3105	6	31 Residential Units /25,000 SF Retail/ 250 Seat Theatre 2015	31	25,000			250	47	53	0	0	83		(100)	(183)
	7	50 Residential Units 2017	50					75	0	0	0	0		(75)	(75)
	6 & 7	Surface Parking Lot											51	51	51
	10	5,965 Restaurant 2015			5,965			0	0	72	0	0		(72)	(72)
3101	9	50 Residential Units /5,500 SF Retail 2016	50	5,500				75	12	0	0	0		(87)	(87)
		Surface Parking Lot 2016											29	29	29
Total			398	67,000	18,465	2,800	1,000	598	141	222	9	333	597	(373)	(706)

Note: The "AM" and "PM" references on the table are each respectively intended as abbreviations for the "daytime" and "evening" timeframe.

The parking requirement associated with the Assembly Spaces has been excluded from the "AM Peak" parking need total but included in the "PM Peak" parking need total.

Prepared by: DESMAN

The Waterfront District Parking Challenges

Currently the majority of the land area in the Waterfront District is vastly underdeveloped, but mostly under the control of a single development team consisting of iStar Financial, a real estate investment trust, and Madison-Marquette, a management, leasing, marketing and development firm specializing in commercial/entertainment properties. DESMAN consulted with both entities about their future plans for the continued redevelopment in the Waterfront District. Madison-Marquette markets, leases and manages approximately 70,000 square feet of occupied commercial space along the boardwalk and controls the Stone Pony and Wonder Bar entertainment venues. iStar Financial owns the predominance of both improved and unimproved real estate and will continue to be the master developer of numerous small and large residential projects. The overall investment plans of these two entities call for the development of approximately 3,164 residential units and an estimated 300,000 square feet of commercial/entertainment space throughout the Waterfront District.

Table 19 provides a listing of the various Waterfront District projects proposed by iStar and Madison-Marquette, categorized by land use. iStar provided DESMAN with site-specific information and an assumed parking program for each of its proposed residential and hotel projects, but did not provide definitive information regarding the implementation timelines for the projects. Madison-Marquette provided information pertaining to the eventual build-out of its planned retail/restaurant program and the revitalization of its existing entertainment venues. DESMAN was informed that approximately 230,000 square feet of additional retail/restaurant uses would be added on the Waterfront at the Convention Hall, the Casino/Carousel building and along the boardwalk. The block locations for the planned waterfront redevelopment can be identified by matching the four digit block numbers from Table 19 with the real estate tax map blocks noted on **Exhibit 13**.

As part of the overall development plan, iStar intends to develop two additional garages to support Madison-Marquette's new retail and restaurant land uses. The last two columns of the table show the amount of parking that still would be needed to adequately accommodate the balance of the parking demand generated by the retail, restaurant and entertainment venues during the daytime and evening timeframes. The calculations in Table 19 provide a theoretical assessment of the overall parking demand to be generated by the proposed future developments.

The actual parking dynamics of the Waterfront District are quite different than that in the CBD. In the CBD, the housing, retail, restaurant and entertainment venues are the trip generators that drive the need for parking. Aside from the parking needs directly tied to the completed and proposed housing projects, during the peak summer season the beach is the primary trip generator that drives the demand for parking on the Waterfront. During the daytime, the retail and restaurants land uses are predominantly patronized by the beach goers that have already parked. As the evening arrives, restaurant, bars and entertainment establishments responsible for some trip generation but the current mix of retail uses are not responsible for any of the waterfront trip generations. In other words, absent the beach and boardwalk environment, only the restaurants and eclectic collection of bars and entertainment establishments would attract visitors to that area.



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Exhibit 19 Descriptions & calculated parking need for future Waterfront District development projects

R.E. Block #	Proj. ID #	Description of Proposed CBD Projects	Residential Units	Hotel Rooms	Retail SF	Restaurant SF	Assembly Seating	For Sale Residential Space Req. 1.5 Per Unit	Hotel Space Req. 1 Per Room	Retail Space Req. 2.1 Per 1000	Restaurant Space Req. 15 Per 1000	Assembly Space Req. 1 Per 5 Seats	Developer Planned On-Site Parking	AM Peak Total Future Space Need	PM Peak Total Future Space Need
iStar Development (Residential)/Madison-Marquette (Commercial) Projects															
3206	7	For-Sale Townhome	56					84					84	0	0
	8	For-Sale Condominium	147					221					221	0	0
3802	14	For-Sale Condominium	55					83					83	0	0
3901	11	High Density Townhome	16					24					24	0	0
3902	19	For-Sale Condominium	160					240					240	0	0
	30	Stone Pony - 1,000 seats					1,000					200	0	0	(200)
3903	1	For-Sale Townhome (Completed)	28					42					56	0	0
3904	13	Multi-family Rental	80					120						(120)	(120)
	27	Parking Garage (less Multi-Family Rental 120sp & Empress 40sp)											400	400	400
														(40)	(40)
4001	9	Multi-family Rental	184					276					276		
	23	For-Sale Townhome	17					26					26	0	0
	10	For-Sale Townhome	20					30					30		
4002	5	For-Sale Condominium/Hotel	100	125				150	125				275	0	0
	28	Parking Garage											200	200	200
		Esporanza - Retail			15,500					33				(33)	(33)
		Esporanza - Restaurant				6,500					98			(98)	(98)
4004	20	For-Sale Condominium	160					240					240		
	3	Hotel (Salvation Army Rehabilitation)		110					110				110	0	0
4104A	12	For-Sale Condominium	50					75					75	0	0
4105	21	For-Sale Condominium	176					264					264	0	0
		Wonder Bar					350					70	0	0	(70)
	16	High Density Townhome	18					27					27	0	0
4302	25	For-Sale Condominium	80					120					120	0	0
4306	22	For-Sale Condominium	186					279					279	0	0
4307	26	For-Sale Condominium	204					306					306	0	0
4501		Add'l Boardwalk - Retail			30,500					64			0		
		Add'l Boardwalk - Restaurant				12,500					188		0	(252)	(252)
4502	24	For-Sale Townhome	30					45					45	0	0
		Paramount Theatre					1,600					320	0		
		Convention Hall					3,600						0		
		Grande Arcade - Retail			50,000					105			0	(480)	(800)
		Grande Arcade - Restaurant				25,000					375		0		
4503	15	For-Sale Condominium	149					224					224	0	0
	18	Boutique Hotel		66					66				66	0	0
		Casino/Carousel House - Retail			65,000					137			0	(512)	(512)
		Casino/Carousel House - Restaurant				25,000					375		0		
3103	17	For-Sale Condominium	170					255					255	0	0
3209	6	For-Sale Condominium	25					38					38	0	0
3205A	2	For-Sale Townhome (South Grand)	28					42					42	0	0
3205B	4	For-Sale Condominium (Monroe)	34					51					51	0	0
Total			2,173	301	161,000	69,000	6,550	3,261	301	339	1,036	590	4,057	(935)	(1,525)

Note: The "AM" and "PM" references on the table are each respectively intended as abbreviations for the "daytime" and "nighttime".

DESMAN formulated the square footage breakdown and site locations assumptions for the retail and restaurant land uses projects notes above.

Prepared by: DESMAN

Exhibit 13 Waterfront District Parcel & Site Control Map



Source: iStar Financial

Attachment: Asbury Park Municipal Public Access Plan 20180618 COMPRESSED FINAL DEP approved

The duration of stay of beach parkers is governed mainly by the weather and the average number of occupants in vehicles bound for the beach is higher than it is for most destinations. When the weather is great, hordes of visitors will gravitate to the beach and the closest parking spaces to the beach will be consumed. As more beach goers continue to arrive, they eventually begin spreading into the neighborhood to the west looking for available parking. More often than not, it is the level of crowding on the beach rather than the lengthy trek from a distant parking space that tends to curb the surge of beach goers going to the area on a good weather day. The average duration of stay by most beach goers is about 4 hours. After that, it is not uncommon to see some close in parking spaces begin to turnover around midday as a second wave of afternoon beach goers arrive. As the sun sets, many beach goers will depart and a noticeable amount of close-in parking spaces turnover as a third but smaller wave of visitors arrive. These individuals are typically bound for beach-based dining and entertainment sites. Finally, by late evening, particularly on weekends, a fourth wave of visitors bound for the bars, restaurants, nightclubs and performance venues arrive in the area.

When the weather is bad during the off-peak season only the bar, restaurant and nightclub crowds are likely to still make the trip to the waterfront. This highly seasonal and weather-affected trip generation pattern of the Waterfront area will remain relatively unchanged by the future development program being championed by the iStar/Madison-Marquette team. More new housing and hotels will insure a higher baseline of vitality in the area regardless of seasonal and daily weather changes. As long as the housing developments include ample on-site or nearby off-street parking, transient waterfront parking demand will primarily be influenced by the quality of the Asbury Park beachfront.

With this perspective in mind, our assessment of the parking impacts of the proposed future development on the Waterfront essentially boils down to following issues:

- 1) Are the City's parking code requirements for residential and hotel land uses which iStar is expected to satisfy appropriate?
- 2) Will the proposed projects cause the loss or displacement of some of the existing supply of on- and off-street parking?
- 3) Will the revised distribution of the projected supply of public parking provide an effective level of accommodations and service to the areas of the Waterfront District which are expected to experience the greatest parking demand?

Residential & Hotel Parking Requirements

Due to the fact that iStar did not provide specifics about the bedroom unit mix of the proposed residential development projects, DESMAN relied on available ULI and ITE research to evaluate the City's current parking requirements. Based on this research, it is our opinion that the City's negotiated parking requirement of 1.5 parking spaces per dwelling unit is a reasonable requirement, particularly since the majority of the proposed iStar residential developments will be "For Sale" dwellings.

One code requirement compromise that we think would be reasonable would be to allow the developer to only provide 1.0 to 1.2 parking spaces per unit for efficiency and/or single bedroom units. Since iStar did not include their assumptions regarding the probable mix of resident unit of types for each proposed housing development it was impossible to quantify how this potential code revision might reduce the per project and total area-wide parking requirement for housing development component of the Redevelopment Plan.

Another suggested code revision relates to new residents' need for guest parking accommodations. In 2014 the City issued 87 on-street guest parking permits to mostly residents inhabiting recently completed waterfront housing development project. As the undeveloped land on the Waterfront becomes built-out, we believe the new resident population will continue to have a need for occasional guest parking accommodations. Since this guest parking demand will be directly attributable to iStar's new housing developments (i.e. not applicable to hotel rooms), it is our opinion that per unit parking requirement of 1.5 spaces be raised by 10% to 1.6 spaces. The 1.6 parking spaces per unit requirement will help to lessen the likelihood that the residents of the new housing developments will look to the City to provide on-street guest parking permits.

The figures presented in Table 19 reflect an expectation that iStar will insure that each housing development project will satisfy its per unit parking requirement on or within 600 feet of the project. Therefore, the suggested 10% change to the current parking requirement would result iStar having to provide a total of approximately 326 additional parking spaces at the yet-to-be-developed housing projects planned throughout the Waterfront District.

Restaurant, Retail & Entertainment Parking Requirements

Table 19 also presents the parking requirements for the various types of commercial developments (i.e. restaurant, retail and entertainment uses) that Madison Marquette expects to undertake on the Waterfront. The total parking deficit listed under the AM Peak column is tied to the retail and restaurant uses but excludes the parking needs connected to the use of new or refurbished assembly spaces. The rationale behind the difference between AM Peak and the PM Peak parking need is the notion the irregular use of the assembly spaces will predominantly occur during evening hours. The AM Peak parking deficit of 736 spaces represents the base parking demand for the commercial land uses on the Waterfront while the PM Peak parking deficit total of 2,046 spaces represents the special event demand the will periodically materialize.

Unlike the residential development projects that will include the required parking on or near each project site, the total projected parking deficit associated with the commercial projects will need to be satisfied by either by more off-street parking projects or by the existing inventory of on-street metered parking in the area or a combination of both.

The Waterfront District Parking Supply & Demand Outlook

It has been our experience that the need to create access drive curb cuts, drop-off zones and cab stands as part of large scale developments will often necessitate the elimination of some existing on-street parking spaces. It is our assessment that a loss of approximately 89 existing on-street parking spaces in the Waterfront District could occur due to the new development projects proposed by iStar. This total on-street space loss estimate equates to approximately 10% of the existing on-street spaces surrounding several City blocks. Additionally, three development projects proposed by iStar will eventually be developed on parcels currently occupied by three heavily-used surface parking lots. Together these three lots account for 650 spaces which support the commercial properties along the boardwalk.

To counter the loss of these lots, the iStar development program includes plans to build two parking garages that together will provide a total of 600 parking spaces that will be accessible to the general public. A 400-space garage with an 80-unit multi-family rental project is currently proposed at block 3904 at the south east corner of Kingsley Street and First Street, to the rear of the Empress Hotel. DESMAN has assumed that the parking garage and housing complex will be designed to encompass the existing 40-space

surface parking lot owned by the Empress hotel. If this will in fact be the case, approximately 120 spaces in the garage will be required to satisfy the housing component's parking requirement and approximately 40-spaces will have to be given back to the Empress Hotel. Consequently, only about 240 spaces in the garage will be available to support the retail, restaurant and entertainment land uses.

Similarly, the housing, hotel, retail and restaurant uses to be included in the Esporanza redevelopment project located at block number 4002 at 1101 Ocean Drive between Third and Fourth Streets will create a demand for 406 parking spaces on-site or within 600 feet of the site. DESMAN has assumed that the 275-space parking requirement for the housing units and hotel will be satisfied on-site and that 200 additional parking spaces are proposed to satisfy the retail and restaurant uses on-site and in the immediate area. If these assumptions are correct, a surplus of approximately 69 general public parking spaces will be realized at the site.

These preliminary calculations indicate that when the Waterfront District is eventually built-out as planned by iStar and Madison-Marquette, the housing and hotel developments will include the required amount of off-street parking and the transient parking demand generated by the beach and boardwalk and area entertainment venues will continue to be adequately accommodated by the City's system of on-street metered parking spaces.

The Springwood District Parking Challenges

Exhibit 14 illustrates the locations of five different sites where three entities are pursuing redevelopment projects in the Springwood Avenue District, namely the The Michael's organization, The Interfaith organization and Asbury Partners (i.e. Trip Brooks).

The Michael's Organization Development Program

The Michael's Organization is seeking to develop multi-unit housing complexes on four sites along Springwood Avenue. Phase I of the development will include three residential buildings containing a total of 80 dwelling units clustered around the intersection of Sylvan Avenue and Springwood Drive (see site B, C and D). Contrary to the City's parking code, **Table 20** shows that none of the three Phase I site plans were able to accommodate the required number of parking spaces on-site. In order to meet the City's current parking code requirement for the Phase I project components, the developer would have to provide a total 84 parking spaces.

Phase II of the development, which has not been fully designed, is envisioned to be developed at the northwest corner of Springwood Avenue and Memorial Drive. This project is envisioned to include 24,000 SF of retail space and 40 residential units, but the mix of bedroom types to be provided for each unit has not been determined; at a minimum, the residential element of the development would require at least 40 spaces. Although the housing density of the Michaels development program is in keeping with the City's redevelopment design guidelines for the district, current parking requirements make it impossible for the developer to meet development design guidelines and the parking requirements on-site. However, a parking code revision to allow the current parking requirement to be satisfied within 600 feet of the subject project units might be a way of resolving the dilemma.

The latest site and area plan for Phases I and II of the Michaels housing development are illustrated on **Exhibit 15**.

Exhibit 14 Springwood District Development Project Site


Prepared by: DESMAN

Exhibit 15 Michaels Organization's Phase I and II Site Plan and Building Renderings


Source: The Micheal's Organization

Table 20 Parking Requirements Applicable to the Michael's Organization Developments Proposals

Micheals Organization's Proposed Springwood Avenue Development Projects		Residential		Retail	Total On-Site Parking Req.
		1 per 1 bdrm unit	1.5 per ?2 bdrm Units	2 per 1000 SF	
D	101-117 Sylvan Avenue Phase I Site 16 Residential Units (5/3-bdrm, 7/2-bdrm & 4/1-bdrm)	4	18		22
C	1110-1116 Springwood Phase I Site 16 Residential Units (4/3-bdrm, 8/2-bdrm & 4/1-bdrm)	4	18		22
B	1010-1014 Springwood Phase I Site 32 Residential Units (4/3-bdrm, 24/2-bdrm & 4/1-bdrm)	4	42		46
A	101 Memorial Avenue Phase II Site 40 Residential Units (planned unit mixed undefined) 4,000 SF Retail	at least 40 spaces		8	48
Total Parking Requirement		130		8	138

Source: The Michael's Organization

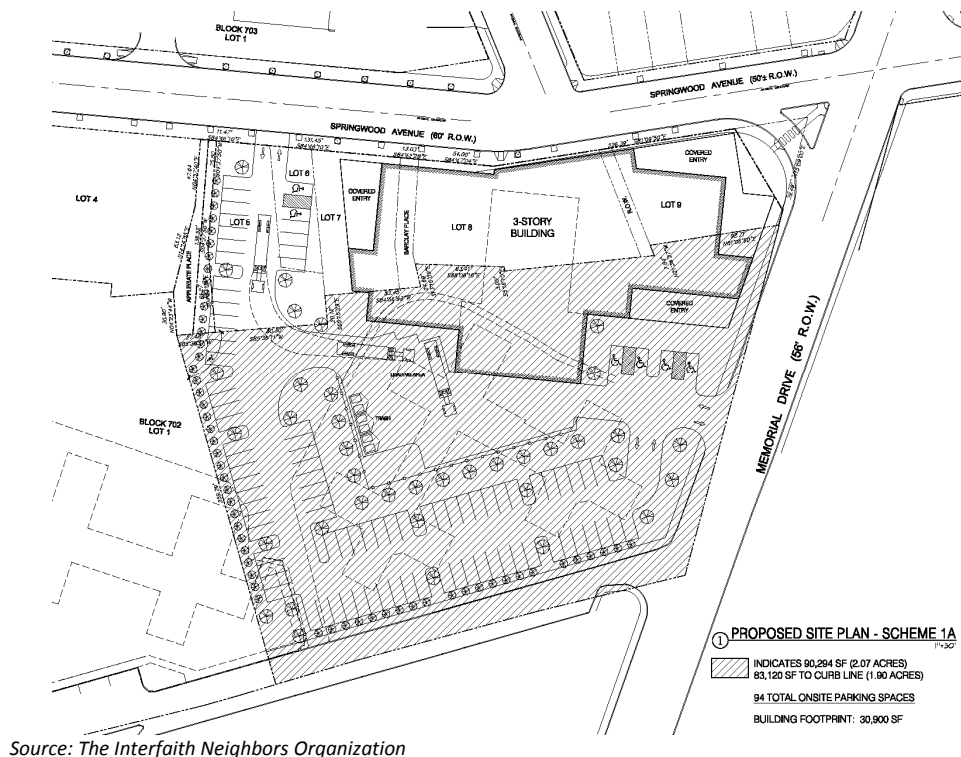
The Interfaith Neighbors Asbury JAMS Development Project

The Interfaith Neighbors organization is the developer of the Asbury JAMS project. The JAMS project is a mixed use project envisioned to be developed at the southwest corner of Springwood Avenue and Memorial Drive. This project, which has been planned to include 45,000 SF of office and retail space and a 440 seat performance theatre, will require approximately ± 224 parking spaces (i.e. 58 for retail, 33 for

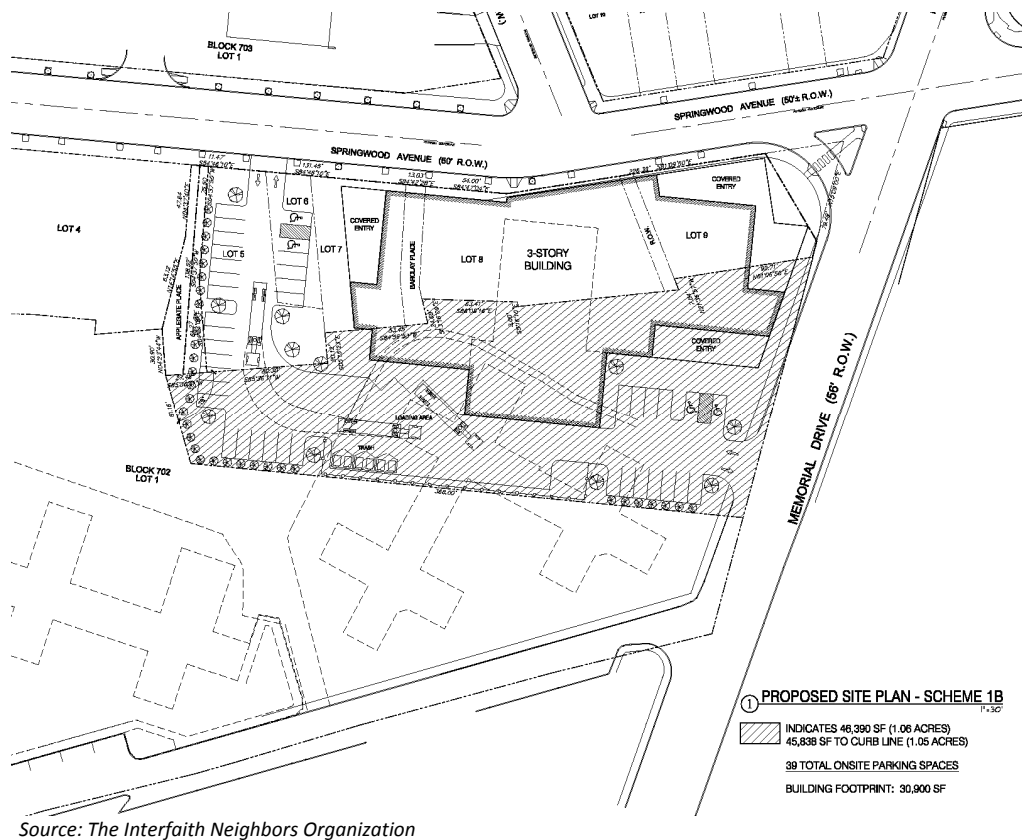
office and 133 for the theater based on ULI standards). Also complicating the implementation of this development is the size and configuration of the land parcel the Interfaith Neighbors organization controls; the site is too small to accommodate both the building plan and parking requirement. To overcome this problem, the developer is seeking the City's support and involvement in working out a land deal with Asbury Housing Authority that would in effect permit the Asbury JAMS project to be partially developed on the site of the Boston Way public housing complex. In line with this thinking, Interfaith has formulated two different proposed site plans for the project depicting the JAMS project encroaching on the public housing authority land to the south (see **Exhibits 16 and 17**).

Neither of the schemes requiring Asbury Park Housing Authority land will accommodate the entire parking code requirement. However, as in the case of the Michaels project, this Interfaith Neighbors project would benefit from the City allowing the current parking requirement to be partially satisfied at another site within 600 feet of the subject project site.

Exhibit 16 Asbury JAMS Project Site Plan (Scheme A)



Source: The Interfaith Neighbors Organization

Exhibit 17 Asbury JAMS Project Site Plan (Scheme B)


Asbury Development Partners (Trip Brooks) Entertainment Project

Trip Brooks, a local developer, is working on the implementation of an unnamed entertainment complex which he has generally described as a 35,000 SF food, beverage and entertainment complex and a 117-unit housing development. The housing project, which is said to include a 90-space on-site parking garage, and the entertainment complex will be located on two neighboring city blocks fronting on Memorial Drive between Cookman Avenue and Bangs Avenue. The developer did not provide any site plans or further program details for the two developments. However, according to the developer the food, beverage and entertainment complex is anticipated to need approximately 300 parking spaces to successfully operate.

The Springwood District Parking Supply & Demand Outlook

Despite the fact that the projects proposed by these three development entities have a number of issues besides parking to be resolved before they become a reality, there is no question that a strategically located off-street parking facility in the area would be an immense help to each. **Table 21** provides an overview of the collective parking needs of the aforementioned Springwood District development proposals.



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Table 21 Descriptions & calculated parking need for future Springwood District development projects

R.E. Block #	DEV. Proj. ID #	Description of Proposed Springwood Projects	Residential Units	Retail SF	Restaurant SF	Office SF	Assembly Seating	Residential Space Req. 1.5 Per Unit	Retail Space Req. 2.1 Per 1000	Restaurant Space Req. 15 Per 1000	Office Space Req. 3.3 Per 1000	Assembly Space Req. 1 Per 3 Seats	Developer Planned On-Site Parking	AM Peak Total Future Space Need
T. Brooks Project														
607	5	201 Memorial Drive 35,000 SF Restaurant/Entertainment			35,000			0	0	420	0	0	90	(330)
Interfaith Project														
702	4	1000-1002 Springwood 45,000 Office/Retail/ 440 Seat Theatre	0	27,600		10,000	400	0	58	0	33	133	94	3
The Micheals Organization Projects														
1208	D	101-117 Sylvan Avenue Phase I Site 16 Residential Units (5/3-bdrm, 7/2-bdrm & 4/1-bdrm)	16					28	0	0	0	0	17	(11)
803	C	1110-1116 Springwood Phase I Site 16 Residential Units (4/3-bdrm, 8/2-bdrm & 4/1-bdrm)	32					28	0	0	0	0	18	(10)
702	B	1010-1014 Springwood Phase I Site 32 Residential Units (4/3-bdrm, 24/2-bdrm & 4/1-bdrm)	32					60	0	0	0	0	13	(47)
704	A	101 Memorial Avenue Phase II Site 40 Residential Units 24,000 SF Retail	40	24,000				40	50	0	0	0	21	(69)
Total			120	51,600	35,000	10,000	400	156	108	420	33	133	253	(464)

Prepared by: DESMAN

RELEVANT BEST INDUSTRY PRACTICES

As in any other industry, the parking industry has identified a broad array of “Best Practices” which relate to a parking organization’s operational policies and standards and programmatic guidelines. Best Practices also encompass new and innovative ideas that have proven to produce effective and efficient parking systems. The “Best Practices” that follow in no way encompass all of the commonly-followed practices of the parking industry, only those deemed to be the most specific and relevant to the nature, scope, assets, and challenges of the City of Asbury Park’s parking system.

PARKING SYSTEM ORGANIZATION

Comprehensive and Vertically Aligned Management Structure

As the scope of municipality-owned parking assets has grown, the array of management and functional responsibilities for the system have been assigned to different City departments and agencies. This horizontal assignment of parking system responsibilities is often the fundamental cause behind many cities’ failure to have a well-managed, efficient and effective parking system. Best Practices for well-functioning municipal parking systems commonly lean toward a ***comprehensive and vertically organized management structure*** designed and properly staffed to deal with the multi-faceted responsibilities of operating a parking system.

There are several very effective parking system organizational models that have been developed over the years to ensure the proper operation and management of municipal parking assets. Common to each of the models is the fact that the organizational structures are vertically integrated as opposed to being horizontally integrated.

The primary elements controlled by these vertically integrated organizations include:

- Off-street parking facilities
- On-street parking resources
- Overall program financial performance
- Parking system planning
- Parking enforcement

There are numerous other related areas that can also be included:

- Transportation demand management (Trip Reduction Programs, Preferential Parking for Car/Van Pools, transit programs, etc.)
- Parking system branding, marketing, and community outreach
- Implementation of new technologies
- Residential permit parking programs
- Interface with downtown development and economic development
- Parking ticket adjudication

The four fundamental organizational models for the management of a municipal parking system are:

- The Consolidated City Parking Division Model - The defining characteristic of this model is that the Director has complete responsibility for the management of all the parking related program elements, namely all Off-Street Parking Facilities, On-Street Parking Meters and Parking Enforcement. The operation of these primary elements of a Municipal Parking System is

interdependent and has to be managed accordingly. For example the placement, rates, parking time limits, and hours of enforcement for on-street parking meters can either be compatible or in conflict with the operating objectives for off-street parking facilities.

The Director of the Parking Division should be the chief operating strategist and champion for the system. The Director should have direct accountability for system staffing, facility and service operating plans, inventory allocation and access, property maintenance, customer and public relations, sales, supplies, in-house and contracted services, planning, budgeting, control of revenue and expenditures, and the monitoring of the overall financial performance of the system.

The Director might also have direct accountability for capital improvement planning, transportation shuttle services, parking zoning regulations and zoning, scofflaw towing and processing, and adjudication of parking citations. However, if the Director does not have direct accountability for these services, the Director's Office should at the very least have formal and well-defined links to the Municipal departments or divisions that retain accountability for these parking system-related elements.

Another variation on this model is the creation of a lean in-house administrative parking division which relies on out-sourced contracting for the performance of actual field operations and even some back-office program functions. The small in-house parking division administrative unit creates the vision and mission of the program, sets program goals and policies, handles community outreach and program development, system planning, system budget/finance/audit functions, interface with economic development programs and transportation system services, contract administration, long-term capital expenditures, adjudications, marketing, promotions and special projects and debt management. A qualified parking management firm is contracted to assume responsibility for the core parking operation functions such as off-street parking facility daily operations and maintenance, security, technology system service, on-street parking equipment maintenance, service and meter and citation collections, permit sales, and enforcement.

The degree of success and effectiveness of this Consolidated City Parking Division Model is highly dependent upon the skills, training, industry knowledge, and personal motivation of the Director, the support of the Director's administrative superior, and the legislative body's comprehension of and appreciation for the mission of the Municipal Parking Division. The Director must have the knowledge, know-how and the will to effectively advance the mission of the Parking Division. The Director's administrative superior has to understand and push for worthwhile changes and Municipal Councils, Commissions, or Boards have to approve and enact ordinances to make the changes a reality.

- The Enterprise Fund Parking Department Model - The Enterprise Fund Parking Department Model is quite similar to the Consolidated City Parking Division Model however, as an enterprise fund department, there are special fiscal requirements that insure that revenue generated by the enterprise is exclusively dedicated to fund the operations of the enterprise and, to some extent, the debt obligations of the enterprise. This fiscal accounting aspect of the Enterprise Fund Parking Department provides continuous business-like administration geared toward the implementation of actions aimed at achieving and maintaining financial solvency.

- The Independent Parking Authority Model - The Independent Parking Authority Model is similarly organized to the two previous Models and, ideally, is directed by a qualified administrator (i.e. Director or President). However, the Authority is usually a separate political jurisdiction from the Municipality with its own governing board and, in most cases, is empowered to issue bonds for the acquisition, construction and repair of its parking facilities. The mission, purpose and responsibilities of a Parking Authority are defined in detailed management agreements between the Authority and the Municipality. The composition of the governing Board for the Authority usually includes the Mayor or City Manager of the Municipality, the Director of Finance, the Director of Public Works, influential downtown property owners/developers, major employers, and Merchant Organization or Chamber of Commerce representatives. The key advantage of an independent Parking Authority is its ability to consistently operate in a business-like manner with the approval of an influential board and without unnecessary political interference. The cities of Pittsburgh and Philadelphia have successful independent parking authorities that control, operate and maintain large, self-supported parking systems. These systems also have the capacity to issue bonds to finance capital repairs and new projects.

The defining characteristics of a Parking Authority Model include:

- It has a defined mission and vision
 - It is governed by a detailed management agreement
 - It often has bonding capability
 - Most often has responsibility for all aspects of parking operations (off-street, on-street, and enforcement)
 - It is typically headed by a President or Executive Director; because of this they tend to attract the highest caliber parking management personnel
 - The President or Executive Director reports to a Board (Typically 7 – 15 members)
 - The Board is comprised of influential and invested downtown stakeholders (Board composition has typically been comprised of high level city staff, Mayor or City Manager or their appointee, Director of Finance, Director of Public Works, Property owners/developers, Downtown association members, Chamber of Commerce representatives and perhaps large downtown employers)
- The Parking System Concession/Lease Model - The Parking System Concession/Lease Model refers to the long-term concession lease of a Municipality's parking assets (i.e. lots, garages and parking meters) to a private entity for a negotiated lump sum of capital. Under this organizational model, the private entity assumes the municipality's responsibilities to operate and maintain the parking assets for an extended period of time (e.g. 30-50 years) in exchange for all net revenue produced by the assets during the lease term; these responsibilities can also include the enforcement of the parking meter system. After extinguishing its debt obligation on the parking assets, the Municipality is free to use the remainder of the lump sum capital received from the Concessionaire as it pleases.

Under the Parking System Concession/Lease agreement, the Municipality specifies basic fundamental operating and performance standards for the Concessionaire and retains the right to revise rates and change the number of parking spaces in the system. However, if such actions negatively impact the revenue of the Concessionaire, the Municipality may be obliged to

compensate the Concessionaire. This organizational model fully relieves a Municipality from the in-house management of its parking assets. The City of Chicago adopted this approach by leasing four major Millennium Park District parking garages (9,178 spaces) and its entire parking meter system (36,000 meters) to Morgan Stanley Infrastructure Partners.

Municipalities considering any organizational structure need to carefully assess how each of the aforementioned parking system management models might be organized and then use the following criteria to judge which model would best suit the needs and circumstances faced by the community.

Choose the parking system organizational model which:

- Best supports economic development
- Is most efficient/cost effective
- Is most customer-friendly
- Is most politically feasible
- Is most focused on the vision
- Is easiest to achieve
- Is most responsive to businesses and stakeholders
- Is most financially viable
- Provides the most effective coordination

MISSION STATEMENT AND GUIDING PRINCIPLES

Best in class municipal parking operations are usually organized and drive by a strong Mission Statement and a series of key guiding principles which are relied upon to convey and communicate essential program goals and objectives to staff and the community at-large. The following are examples of both a Municipal Parking System mission statement and a set of guiding principles that perhaps could be adopted by the City of Asbury Park.

Mission Statement Example

“The City of Asbury Park’s system of on- and off-street parking assets shall be managed, maintained and programmed to optimally support the community’s existing and future businesses, institutions, residents, and visitors and to promote sound community planning, economic growth and expansion and general livability and vitality. It shall strive to develop a superior, customer service-oriented parking system through active and responsive planning and programming, effective and efficient management practices and proactive coordination and communication with community stakeholders.”

Parking Program Guiding Principle Examples

1. The parking system management program will be organized to be “vertically integrated” with responsibility for:
 - Managing on-street parking
 - Coordinating off-street parking
 - Parking enforcement
 - Parking planning and development

- Parking demand management
2. Parking will support the downtown as a desirable destination for businesses, shopping, dining, and recreation by making parking a positive element of the overall downtown experience.
 3. The parking system will be guided by community and economic development goals and adopted policy directives that are the result of collaborative and balanced problem-solving processes between parking management staff, other agencies and involved community stakeholders.
 4. The parking management organization will support commercial, residential, recreational, and transportation plans and community-wide access goals.
 5. The parking management organization will strive to develop and maintain parking facility assets, programs and policies that will reinforce and compliment the City's efforts to protect, serve, accommodate and please its population of residents, workers, business owners and visitors.
 6. The parking management organization will maintain clean, safe, attractive and well-maintained parking facilities.
 7. The parking system will work toward a goal of becoming and sustaining financial solvency through the adoption of logical cost reducing practices and defensible, user-driven, revenue-generating strategies.
 8. The parking management organization will strive to be an active participant in the City's community and project planning initiatives.
 9. The parking system will continually seek to define, promote and enact sound parking policies and regulations designed to encourage desirable and compliant behaviors among parking system users.
 10. The parking management organization will function as parking information clearinghouse and service coordinating entity for matters relating to and impacting public parking assets, policies and programs with the follow points of emphasis:
 - Consumer choice-People should have viable parking and travel options.
 - User information-Motorists should have information on their parking and travel options.
 - Space Sharing-Parking facilities should serve multiple users and destinations.
 - Efficient utilization: Parking facilities should be sized and managed so spaces are frequently occupied.
 - Flexibility-Parking plans should accommodate uncertainty and change.
 - Prioritization-The most desirable spaces should be managed to favor higher-priority uses.
 - Pricing-As much as possible, users should pay directly for the parking facilities they use.
 - Peak management-Special efforts should be made to deal with peak-demand.
 - Quality vs. quantity-Parking facility quality should be considered as important as quantity, including aesthetics, security, accessibility and user information.
 - Comprehensive analysis-All significant costs and benefits should be considered in parking planning.

PARKING SYSTEM AND PROGRAM ADMINISTRATION

Inventory Database Management

Right-of-way improvements, changes to parking and traffic regulations, new development projects, and other similar activities can cause variations in parking inventory. “Best in Class” municipal parking systems maintain and regularly update parking system inventory maps and databases complete with applicable information about parking equipment, rates, regulations, GPS coordinates, etc. Asset and system inventory information and mapping are vital tools of an effectively managed parking system.

Parking inventories should be subdivided by on- and off-street, public and private, lot and structure and the database should be kept up to date on an on-going basis. The inventory identification numbering of on-street meters and spaces should be done in such a way as to allow system-wide parking activity, revenue collection and enforcement responses to be easily analyzed by street, city block, neighborhood, district, etc.

Financial Plan

“Best in Class” municipal parking programs have a financial plan that accounts for system expenditures, revenue, capital improvements costs, and debt obligations by facility and program. Strategies to address any short- or long-term operating deficits and/or plans for the uses of fund balance reserves are defined. Comprehensive daily, monthly, quarterly, and annual financial reporting is essential for such a plan. The plan serves as the base condition for evaluating the feasibility and impact of substantive program changes and project undertakings. Annual Financial Reports are produced and used to evidence the financial performance, growth and solvency of the parking system and support future program funding and financing strategies.

In effective systems, the parking systems financial responsibilities are well defined and understood. This is a critical component of the vision/mission, as it directly impacts the perception of whether the parking system is meeting its financial obligations and expectations. Part of this important discussion relates to whether the parking system is expected to be subsidized by the City’s General Fund or other revenue sources such as Tax Increment Financing, contributions from Business Improvement Districts, Special Assessment Districts, etc., or whether parking is expected to cover its own operating and maintenance costs and debt obligations.

Parking Should Be Friendly, Not Free

There is no such thing as “free parking.” One of the ongoing challenges that downtowns face when it comes to parking is cost. Because of land values, densities and walking distance issues, parking structures are here to stay in the downtown environment and with them is the need to charge for parking in one form or fashion. The perception that parking at the mall is “free” doesn’t help (even though it is not true). Even if you promote “free parking” as a marketing concept, someone is paying for that parking. Either through increased taxes or an increased cost of goods or services, the cost of providing parking is still there. This philosophy recognizes this reality and focuses instead on providing a friendly, well-managed parking experience.

Parking Enforcement

Parking enforcement is best performed by personnel of, or directed by, the principal of the parking program or by a private parking enforcement entity under contract to the parking program. The

fundamental objective of the enforcement campaign is to be consistent in both deployment and violation enforcement. Staff needs to be well-trained on procedures, public conflict avoidance, parking regulations, parking policies and, to the extent practical, function as a parking program ambassador and information officer. The use of police officers or civilian police auxiliary personnel for parking enforcement sometimes results in inconsistent performance levels. To be effective, parking enforcement must be consistent but not predictable. Without strong and clear leadership, police personnel too often stray from enforcement duties to take on more traditional and higher-priority policing activities such as traffic and crowd control and responding to accidents and crimes against people or property. While such departures from enforcement may be unavoidable, inconsistent enforcement will nurture habitual noncompliant parking behaviors and lower parking system revenue generation.

“Hire for attitude, train for skill” speaks volumes when it comes to hiring enforcement officers. Attitudinal competency should be a key factor in hiring enforcement officers.

Staff Competency and Performance

Whether a City department, a quasi-independent parking authority, an arm of an urban renewal agency or the responsibility of a Downtown Business Association, an important question is whether the parking organization is structured and staffed to best achieve its stated goals.

Some basic questions to ask related to the issue of organizational structure include:

- Are all parking operations to be managed through a centralized operation or can other departments or agencies get involved in limited parking operations?
- Is parking to be managed in-house?
- Should certain functions be outsourced?
- Are there advantages to a hybrid approach?
- Does the current organization/staffing plan provide the right mix of skills, talents and abilities?
- Is staffing as efficient as possible? Are there tools in place to evaluate staffing adequacy? Efficiency? Program effectiveness?

Another interesting thing about parking is that, unlike property management, public administration, etc., there are no formal educational programs for parking management. You cannot go out and hire someone from the latest crop of college parking graduates. However, this is beginning to change. The International Parking Institute (IPI) has a highly regarded and reputable educational/certification program called the Certified Administrator of Public Parking (CAPP) program that is administered by the University of Virginia. The National Parking Association offers the Certified Parking Facility Manager (CPFM) certification program. For the most part, parking professionals still are learning as they go and bringing with them numerous skills and perspectives imported from a variety of previous work experiences.

One characteristic of the most successful parking programs is recognition of the unique knowledge, complexity and broad skill sets required to be successful in parking. These programs invest in parking specific training and educational opportunities to develop their staff into parking professionals.

Scope of Parking Operations

“Best in Class” municipal parking programs establish their scope of responsibilities and are careful not to take on more than their staff competency, skills and system resources will allow. Strategic planning can

define timetables, resources, and skill-development that will allow a parking system to eventually mature and evolve into a more robust and multi-faceted program.

The following is a listing of services and functions that the most successful and effective “Best in Class” municipal parking systems are responsible for:

Overall Leadership and Management	Special Program Development
ADA Compliance	Community Outreach & Education
Program Definition and Development	Service and Information Center (Parking Hotline)
Parking Facility Maintenance Programs	Equipment and Technology Specifications
Parking System Revenue Control and Accounting	Way Finding and Signage
Consolidated Financial Reporting System	Equipment and Technology Maintenance
Manage Parking Facilities	Customer Service Programs
Special Events Parking Management	Parking Enforcement
Contract Management	Validation Programs
Parking Resource Allocation	On-Street Parking Management
Marketing/Promotion/Information	Valet Parking Programs
Rate Setting	Meter Collections and Maintenance
Parking Planning and Coordination	Parking/Transportation Demand Management
Residential Parking Permit Programs	Employee Parking
Parking Facility Development and Construction	Facility Safety/Security/Risk Management

Parking System Operating Efficiency

Another area that is important to investigate when assessing a parking program is the overall efficiency of the parking operation. Parking system efficiency has several dimensions, depending on how the system is managed. The first area to be scrutinized is the management responsibilities of the system, i.e. what programs is the department or organization responsible for implementing. Once this has been defined, organizational structure and staffing plans are analyzed.

Development of some form of benchmarking or comparative analysis to measure costs and performance to similar operations is highly recommended. Understanding that benchmarking can be a tricky business – making sure you are comparing apples to apples - there are some basic benchmarks that make sense for downtown parking operations. For illustrative purposes, a few basic benchmarks include:

- Parking revenue per space
- Total operating cost per space
- Administrative cost per space
- Maintenance cost per space
- Citations issued per enforcement staff (FTE)
- Parking citation collection ratio

Another area worthy of investigation is staffing costs in the late evening hours when the income generated is less than the staffing costs incurred. In these situations, the use of “automated payment devices” can be an effective alternative.

INDUSTRY TRENDS AND INNOVATIONS

License Plate Recognition (LPR)

An alternative to paid parking that deserves consideration is increased enforcement with the use of License Plate Recognition (LPR) technology. With this type of system, cameras are mounted to a vehicle that automatically reads license plates as the vehicle travels around at approximately 15 mph. The license plate is then compared to an onboard database of license plates to determine if it is in violation. The system is particularly effective in detecting overtime parking and shuffling. With this type of system, it would no longer be necessary for the enforcement officer to manually chalk tires and the system is over three times faster than chalking tires. With no chalking, downtown parkers will not know whether parking enforcement has marked their vehicle or not.

At 15 mph, an LPR system has the theoretical ability to read up to 1,800 license plates an hour. However, actual read rates per hour will be less than the reported read rate and will vary depending upon the route traveled, the number of stop signs and traffic lights, the time of day and pedestrian/vehicle traffic volumes, weather conditions, road conditions, etc. Also significantly impacting the read rate is the number of times the vehicle stops so the enforcement officer can issue a parking citation. Heavy snow is also known to limit the effectiveness of LPR.

The cost of equipping one vehicle with the mobile system (hardware and software) is in the range of \$40,000 to \$65,000, exclusive of the enforcement vehicle. The return on investment with this type of system, because of its efficiency and ability to detect overtime parking violations, is fairly rapid. Preferred vendors are Genetec (AutoVu) and Tannery Creek Systems (autoChalk).

Integrated Parking Management Systems

Many towns and cities are streamlining parking operations with an integrated computer-based management system. T2 Systems, Inc. has developed T2 Flex™, which is an open-architecture and browser-based system that provides centralized management, reporting and operation of all subsystems from a single, unified system. T2 Flex™ has five modules including parking enforcement and citation collections, permits, access control, revenue control and event parking. T2 Systems has established partnerships with several third party applications including Digital Payment Technologies, Cale, Parkeon, Casio Business Solutions, Magnetic Autocontrol and Genetec, among others.

Improve User Information and Marketing

User information refers to information for travelers about parking availability, regulations and price, and about travel options such as walking, ridesharing and transit. Many parking problems result in part from inadequate user information. User information can be provided by signs, maps, brochures, websites, and electronic guidance systems. It is particularly useful if there is a perceived parking shortage, although spaces are actually available in an area.

Unbundle Parking

Unbundling means that parking is rented or sold separately, rather than automatically included with building space. For example, rather than renting an apartment with two parking spaces for \$1,000 per month, the apartment could rent for \$800 per month, plus \$100 per month for each parking space. This is more equitable and efficient, since occupants only pay for parking they need and the actual parking demand of a building or development may be less than that required by code. By implementing this policy, unused private spaces might be used to serve the transient public.

Parking can be unbundled in several ways:

- Facility managers can unbundle parking when renting building space.
- Developers can make some or all parking optional when selling building units.
- In some cases it may be easier to offer a discount to renters who use fewer than average parking spaces, rather than charging an additional fee. For example, an office or apartment might rent for \$1,000 per month with two “free” parking spaces, but renters who only use one space receive a \$75 monthly discount.
- Parking costs can be itemized in lease agreements to help renters understand the parking costs they bear and to help them negotiate reductions.
- Informal unbundling can be encouraged by helping to create a secondary market for available spaces. For example, office, apartment and condominium managers can maintain a list of residents who have excess parking spaces that are available for rent.

Improved Parking Pricing Methods

Much of the resistance to parking pricing results from inconvenient pricing methods:

- Many require payment in specific denominations (coins or bills).
- Many require motorists to predict how long they will be parked, with no refund available if motorists leave earlier than predicted.
- Some payment systems cannot easily handle multiple price structures or discounts.
- Some are confusing or slow to use.
- Some have high equipment or enforcement costs.
- Enforcement often seems arbitrary or excessive.

Better payment methods are available. Newer electronic systems are more convenient, accurate, flexible, and increasingly cost effective. They can accommodate various payment methods (coins, bills, credit and debit cards, and by cellular telephone or the Internet), charge only for the amount of time parked, incorporate multiple rates and discounts, automatically vary rates by day and time, and are convenient to use. Some can be integrated with payment systems for other public services such as transit, road tolls, and telephone use. Some employ contactless technology which automatically deducts payment. Newer systems also produce printed receipts and record data for auditing, which prevents fraud and increases convenience for customers, operators and local governments. They can also automatically record data on utilization and turnover, which improves planning and administration.

Demand-Based Pricing

“Best in Class” municipal parking programs are coming to the realization that demand-based pricing can be an effective tool for spreading high demand across an entire inventory of on-street spaces. Detailed analysis of on-street space utilization variances by hour, day, week, and season is the first step in recognizing higher demand times and areas. On-street parking pay stations can be easily programmed to change rates based on times, dates and seasons. This concept is a reflection that the value of parking at on-street spaces should vary and correlate with the level of demand for the spaces.

Support for Alternative Modes of Transportation

“Best in Class” municipal parking programs understand and actively promote alternative transportation options and, to the extent possible, explore opportunities to provide accommodations for users of alternative travel modes. Many municipalities have advocated for or required operators of pay parking facilities to provide bicycle parking racks and bicycle storage facilities and car sharing spaces at their facilities.

Some of the initiatives designed to support the use of alternative modes of travel are:

- Covered bicycle parking areas
- Bicycle lockers and showers
- Secure parking areas (SPA’s) for bicycles in parking garages and transit centers
- Bicycle sharing/rental program
- Car-sharing service available to program members
- Improved walkways and bicycle paths for better accessibility and connectivity between destinations
- Provide convenient and accurate information on travel options using maps, signs, websites and direct marketing programs

Effectively Applied Parking Technology

The use of properly applied technology has dramatically advanced the parking industry and the latest technical innovations have been quickly embraced by all parking market sectors including small as well as large cities. The technical advancements have opened new avenues for revenue enhancement, collection and control, way-finding, system analysis and monitoring, management efficiencies and for operation cost reductions. The following are a number of parking system management and operational areas that have and continue to be most impacted by technological advancements:

- Web-based parking registration and payment/appeal of parking citations, and secure electronic payment transaction process
- The use of handheld enforcement devices with built-in camera and citation printer
- The use of License Plate Recognition (LPR) in enforcement
- Wirelessly networked single space parking meters that accept multiple forms of payment, including credit cards
- Solar powered multi-space meters

- Parking guidance systems to direct parkers to the nearest available space in a parking facility or the nearest available parking facility
- Intelligent Transportation System (ITS) providing advanced travel information via the internet, television, radio, cell phone, etc.
- Integrated parking management system for enforcement, permits, and parking access and revenue control
- Replacing parking attendants (cashiers) with automated equipment (pay-on-foot, pay-by-space, pay and display, pay- in-lane, pay by phone, etc.)

Use Standardized Parking Signage

Not only will clear parking signage alert potential customers to specific facilities, it will also help to unify the parking system and make it identifiable to its users. Signage can also help infrequent visitors to the downtown area more easily locate parking, aiding in the perception that visiting downtown can be a pleasant experience.

Create a City Parking Website

A website specifically tailored to parking downtown and on the waterfront can provide residents and visitors with a higher comfort level when traveling downtown. The website should contain general parking information, rate information, facility closings and availability, clear maps of on- and off-street parking, useful links to related activities/supported areas or businesses served, etc. A website can also be a place to offer deals on parking via online coupons good for a reduced rate on particular days/during certain events.

Develop an E-Newsletter

This is an inexpensive form of advertising which can promote parking specials, contain links to parking information/websites, promote merchants that participate in validation programs, promote parking availability, etc. This is also a resource that can be distributed to contract parkers on a regular basis as a way to keep these regular customers informed of parking-related news/programs which may affect them.

Develop Cooperative Relationships with Downtown Businesses

Developing relationships with downtown businesses will help both the parking system and the downtown as a whole. Cooperative activities can include advertising specific businesses at certain parking facilities (revenues from which will counteract other marketing expenses), developing “Park and Dine” or “Park and Shop” deals which will allow patrons to pay a reduced fee for parking if they eat or shop at certain locations, etc.

Improving Customer Service

All communities and organizations benefit when the parking system functions at a high level and contributes to positive customer experiences. Due to the fact that parking is often the first and last impression customers have of a community/area, providing a high level of customer service is important not only to the parking program, but to the business interests it serves. To measure the

importance of customer service, consider the following statistics: an average business never hears from 96 percent of its unsatisfied customers; on average, for every complaint received there are 26 customers with problems; the average unsatisfied customer tells 9-10 people about his or her problem; customers who have had the problems solved tell, on average, 5 people.

Some recommended strategies to improve customer service include:

- Focus on employee training and good hiring practices: hire friendly, attentive, outgoing, knowledgeable attendants
- Increase personal contact between the parking system manager, stakeholders and customers
- Institute performance measurements and utilize the results for company and employee incentives
- Implement a "Parking Hot Line" – (immediate response, centralized, easy to remember, and follow up)
- Measure program effectiveness (customer surveys, etc.)
- Implement a secret shopper program to evaluate customer service
- Implement customer friendly systems such as AVI, Valet Parking, etc.
- Develop processes to make it easier for larger organizations to get their employees into the system
- Other Customer Service Programs: complimentary battery jumps, locksmith services, flat-tire change assistance and safety escorts are all additional means of improving customer service at minimal cost

PARKING PROGRAM ENHANCEMENT RECOMMENDATIONS

POTENTIAL OPPORTUNITIES TO EXPAND THE SUPPLY & AVAILABILITY OF PUBLIC PARKING

The City of Asbury Park's parking system is principally comprised of on-street metered parking. Off-street parking has never been officially recognized as a primary land use in the City's land use code, so no stand-alone off-street parking facility enterprise where parking for fee has ever been established in the City other than the government-operated Bangs Avenue parking garage. Even today, the City's land use code and master plan only recognizes the creation off-street parking as an allowable secondary or ancillary use to its primary land uses. The three existing off-street lots on the waterfront which are currently owned and operated by iStar Enterprises are allowed to charge the general public for parking only under negotiated terms of a master developer agreement with the City. Necessary amendments regarding parking as a primary use in the City's adopted Waterfront Redevelopment Plan, which supersedes all other applicable provisions in the City of Asbury Park's development and land use regulations, are only now being considered for adoption.

Despite the fact that current municipal code provisions do not allow off-street parking facilities to operate as stand-alone business enterprises, the community recognizes that the prevailing need for more parking to serve the general public is seriously threatening the vitality, growth and redevelopment of the community. The City's efforts to expand its inventory of on-street parking in the most critical areas of need have been nearly exhausted and the only prospects for increasing the public parking supply in the downtown and waterfront areas will involve changes in attitudes, policies and codes to allow private property owners to operate pay-to-park public parking facilities.

This section of the report presents several physical concepts for developing and repurposing existing privately-owned vacant land and publically-controlled facilities to create off-street parking to serve the general public. Some of the off-street parking facility concepts are described and presented as short-term interim improvements while others could be both short- and long-term improvements.

POTENTIAL CENTRAL BUSINESS DISTRICT (CBD) PARKING SITES:

State of New Jersey Property: City Management of Bangs Avenue Parking Garage

The City of Asbury Park should formulate a plan to eventually reclaim ownership of the 605 Bangs Avenue Parking Garage (Block 2505). Doing so will re-establish the parking asset as part of its Parking Utility and enable the value of the property and the financial performance of the facility going forward to become a key element of the City's parking operation. The facility and the improving performance of the on-street system will help to improve the City's bond rating and potentially position the City to issue parking revenue bonds to finance future parking projects and programs.

In the interim, the City has already been given specific rights to use and operate the garage and make facility improvements to enable it to effectively and profitably exercise these rights. Therefore, it is recommended that the City install new access and revenue control system (ARCS) equipment in the garage to facilitate fully automated (unmanned) control over user access and revenue collections at the Garage.

Under the City's current Use and Occupancy agreement with the State of New Jersey, the City will be able to optimally manage the use of at least 75 of the parking spaces in the garage during weekday business hours and up to 162 spaces on weekday evenings and throughout the weekend (see **Table 22**). These limits on the number of parking spaces the City controls might even be increased once consistent and optimal facility management is possible with the installation of new ARCS equipment.

Given the location of the garage and the demand for downtown parking accommodations for local employees and residents, the City-controlled spaces at the Garage would best be used by these two groups of users. Downtown residents that lack off-street parking should be given priority to purchase a Bangs Avenue Garage permit over downtown employees, because these same residents will more consistently end up occupying on-street spaces during the evenings and weekend hours when the demand for transient parking peaks. Ideally, downtown residents that already possess on-street parking permits should be targeted to be accommodated inside the Bangs Avenue Garage. Additionally, some of the residents that could be accommodated inside the Bangs Avenue Garage might regularly vacated the garage during weekday business hours in order to commute to work sites outside of the City of Asbury Park. In such cases, their vacated spaces could be made available to transient parkers at hourly. In any event, the City would be able to reduce the number of employees and residents currently consuming valuable income-producing on-street parking spaces in the CBD area. The new gross earnings from the garage operations should allow for the recovery of the capital costs for the installation of new equipment and the daily operations of the facility.

Net Space Gain: 75 spaces during weekday business hours and 162 spaces during weekday evenings and on weekends

Table 22 Current Allocation and Utilization of Bangs Avenue Garage Spaces

Bangs Avenue Garage Space Allocation¹	Weekdays		Weekends
	Between 7AM-6PM	After 6PM/ before 7AM	Sat./Sun. 24 hrs.
State Employees	50	0	0
State Vehicle Storage Spaces	50	50	50
State Sub-Lease to a Law Firm	12	0	0
State Set-a-Side for Weekday Visitors	25	0	0
City's Rights to Min. of Garage Spaces	75	162	162
Bangs Avenue Garage Capacity	212	212	212

¹ Bangs Avenue Garage "Agreement for Use and Occupancy" between City of Asbury and N.J., Department of of Treasury, Division of Property Management and Construction (DPMC).

State of New Jersey Property: City Management of Mattison Avenue Lot

It is recommended that the City expand its existing "Use and Occupancy Agreement" with the State concerning the Bangs Avenue Garage to include the right to also use the existing 19-space employee permit parking lot located at the rear of the State Office Building (i.e. 630 Mattison Avenue-Block 2509). The amended agreement should allow the City to operate and charge a fee for parking at the lot on weekdays after State Office business hours, as well as on weekends and State holidays. Under such an agreement the City could designate the small parking lot as an off-street parking place for downtown employee permit holders after weekday business hours and during the weekends.

Net Space Gain: The City would gain formal control of 19 spaces for employee permit holders.

City Meter System Expansion: City Install Parking Meters on Main Street

It is recommended that the City install parking meter pay stations on Main Street between Third Avenue and Lake Avenue/Springwood Avenue. Based on peak season parking survey results approximately 17 pay station units would be required to support the parking demand generated by businesses that lines this length of Main Street. The meters would facilitate the turnover of approximately 145 on-street spaces existing in the area. Like the on-street parking throughout most of the downtown area, the on-street parking in this segment of Main Street is actively utilized Monday through Saturday during business hours and well into the evening hours on most days. No gain in parking spaces will be result from the installation, but the parking meters will provide a means to enforce the usage and turnover of spaces and to generate additional system revenue year-round.

City Property Improvement: City Hall Municipal Parking Lot Reconfiguration and Expansion

At the present time, the 159-space municipal parking lot in front of City Hall is in poor condition. The utilization of the lot is strong during City Hall business hours, but very spotty after during weekday evenings and on weekends. The 31 parking spaces nearest to the Transit Center building are usually underutilized and unattended. In the past, the City has surveyed the utilization of the City Hall parking lot by staff and visitors, but no significant changes have been made to the lot layout or to the number of spaces designated for city and general public use. Furthermore, the daily parking activity at the lot is not monitored by parking enforcement officers.

It is recommended the existing layout of the City Hall parking lot be reconfigured to add more spaces, improve circulation, and position more of the parking area closer to Main Street. It is our opinion that this can be best accomplished by replacing the existing Rain Garden at the southeast corner of the site with parking and shifting the existing bus and taxi drive and layover area closer to the commuter rail line along the western edge of the site. Additionally, it is recommended that a small 21-space parking lot be created on the vacant land area along Mattison Avenue and on the west side of the City Council Chamber building. **Exhibit 18** depicts DESMAN's proposed reconfiguration and expansion of parking across the entire City Hall site (i.e. Block 2401), including the Rain Garden area.

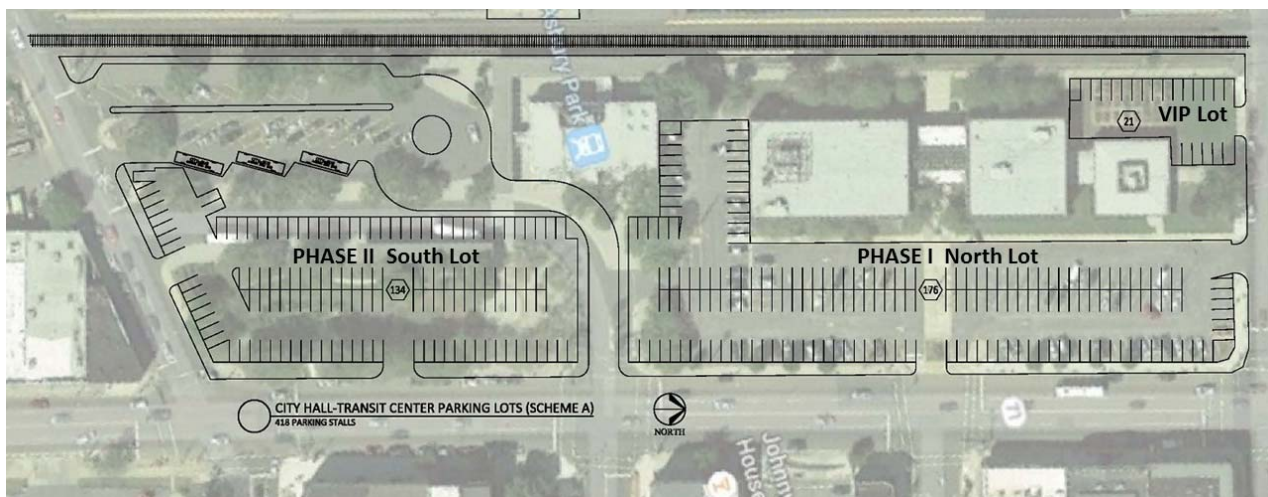
As part of this proposed improvement, the City should install parking meter pay stations to regulate the usage of the spaces that are not exclusively needed to accommodate City Hall staff officials and vehicles during and after City Hall business hours. The proposed reconfiguration of the existing lot area, and the addition of the small lot near the City Council Chambers building, will raise the lot capacity to approximately 331 spaces (i.e. a net gain of 172 spaces). Based on information provided by the City approximately 60 of the spaces in the lot will be needed to accommodate City vehicles, deliveries and key administrative staff during regular City Hall business hours. When City Hall is closed only approximately 25 spaces are usually to accommodate City vehicles and after-hours staff parking. This means that if the lot capacity could be raised to 331 spaces, approximately 271 spaces would be available to serve the general public during regular City Hall business hours and approximately 306 spaces available to serve the general public during weekday evenings and weekends.

It is important to note that the existing Rain Garden at the southeast corner of the site is recognized as part of the City's Recreation and Open Space Inventory (ROSI). This listing requires that this use of the land area to be preserved as open space. Although it will not be impossible for the City to redevelop the Rain Garden area, the "ROSI" regulations concerning such an action could be a major obstacle. The regulations stipulate that whenever existing open space land area is to be eliminated, the park land area has to be re-established somewhere else in the City at a ratio of two to one.

Given the issues surrounding the reclamation and relocation of the park land area, the proposed parking lot improvements depicted on Exhibit 18 will likely have to be undertaken in phases or possibly altered so the park land area is left untouched. The proposed improvements to the north lot (area A) including the construction of the small VIP parking lot area could be undertaken without delay as Phase I. However, the Phase II improvements to the south lot area, which includes bus/taxi access and circulation changes, will need to be delayed until the relocation of the park land area is accomplished.

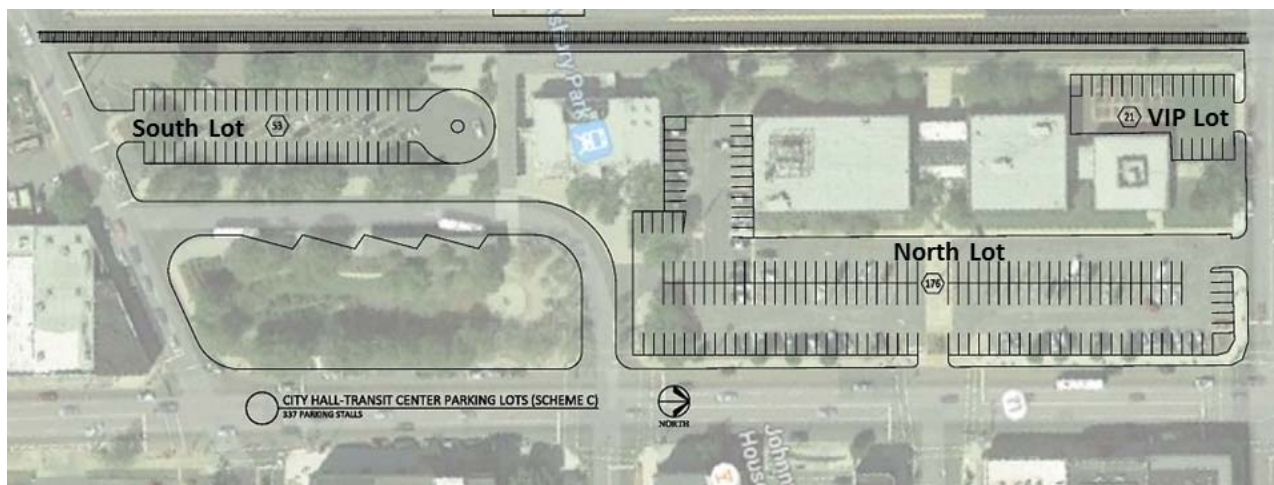
Exhibit 19 depicts how the parking area at the City Hall site could be improved without the elimination of the park land area. This alternative plan will increase the overall lot capacity to approximately 250 spaces (i.e. a net gain of 91 spaces).

Exhibit 18 City Hall/Transit Center Parking Lot Reconfiguration and Expansion - Alternative A (Blocks 2401 and 2408)



Prepared by: DESMAN

Exhibit 19 City Hall/Transit Center Parking Lot Reconfiguration and Expansion - Alternative B (Blocks 2401 and 2408)



Prepared by: DESMAN

Net Space Gain: A total of 172 more spaces would be gained from the overall improvement proposed at the City Hall lot shown on **Exhibit 18**. The Phase I restriping of the existing lot and the construction of the VIP Lot will increase the capacity of the existing 124-space parking area to 197 spaces – equaling net gain of approximately 73 spaces. The redesign of the Phase II area, including the Rain Garden, bus drive/layover area and the existing 35-space parking area to the south of the transit station, will yield 134 spaces - a net gain of approximately 99 spaces.

Since approximately 60 parking spaces are required for City Hall officials and City vehicles during normal City Hall business hours, the proposed Phase I improvement at the lot leave approximately 137 spaces available during weekday business hours to accommodate City Hall visitors and transient parkers in the vicinity. After normal City business hours, on weekdays and throughout the weekends, approximately 172 spaces should be available to accommodate transient parkers in the vicinity since only 25 spaces will be needed for official City use whenever City Hall is closed. If and when the Phase II portion of the project is completed, City Hall visitors and transient parkers will have an additional 134 parking spaces to use regardless of whether City Hall is open or closed.

Exhibit 19 illustrates, that if the Rain Garden area has to be preserved at the site, the existing parking area to the south of the Transit Center could be reconfigured to create only approximately 53 parking spaces. However, these spaces would still be distant and far from view of most drivers traveling along Main Street who might be looking for a place to park.

If the Rain Garden area has to be retained the City might want to consider paving the north and south lots with pervious concrete to allow the water run-off from the lots to filter through the concrete and be routed to the Rain Garden pond area. Though such an approach to the project would be a unique environmental achievement, the special materials and construction methods required for the improvement could make the project 20% to 30% more costly. Preliminary cost estimates for these two alternative parking lot layouts for project are included in the Appendix of this report. The estimates are no based on the assumption that the lots would be paved with pervious concrete.

Sackman Enterprises: Parking Garage/Lot at 700 Bangs Avenue

Sackman Enterprises (Sackman) has intentions to develop a mixed use project that will include an estimated 32 residential units and approximately 2,000 SF of retail space. Since the developer has stated that his timetable for undertaking this project is uncertain, it is recommended that the City allow the site, which is comprised of several land parcels, to be consolidated, improved and operated as an interim or temporary public parking lot.

Exhibit 20 illustrates how the existing vacant land parcel, a small existing parking lot and the existing underground and surface area of the unfinished garage structure (i.e. Block 2508) could be consolidated to create a 137-space parking facility (i.e. 102 spaces on the at grade and 37 spaces underground). A dilapidated single story wood frame structure located at 711 Mattison Avenue would also need to be razed to complete the recommended parking facility improvement. It is further recommended that the new parking spaces be used to accommodate downtown residents, some of whom are tenants in buildings that Sackman owns, that currently have purchased City permits to park on-street.

Net Space Gain: This project will yield approximately 139 parking spaces.

Exhibit 20 Sackman Enterprises – Parking Garage/Lot, 700 Bangs Avenue Project (Block 2508):


Prepared by: DESMAN

Sackman Enterprises: Public Parking Garage at 607 Mattison Avenue

The existing surface lot located at 607 Mattison Avenue (i.e. Block 1304) is owned by Sackman Enterprises. Although this existing lot does not represent an immediate opportunity to increase the supply of public parking, both the City and the property owner have for some time viewed the location as very desirable parking garage development site. In fact, the City and the Sackman Enterprises had previously reached an agreement that described preliminary development guidelines for how a 400-space parking garage might someday be developed at the site. While that agreement has expired, the notion of developing a garage at the site has not been abandoned by either the City or Sackman Enterprises.

The current use and status of the site as a parking lot is based on actions taken by the City's Planning Board in support of three previously proposed and now completed Sackman Enterprises mixed-use developments. The City Planning Board approved the use of the 607 Mattison Avenue site as a 104 space surface parking lot to partially satisfy parking code requirements of three nearby downtown buildings that Sackman has proposed as mixed-use developments, namely the 300 Emory Building, the 550 Cookman Avenue Building and the 601 Mattison Avenue Building. To fully satisfy the overall parking requirement of the three buildings, the City also approved the establishment of two other off-street parking lots located at 527 Bangs Avenue (29 spaces) and at 545 Lake Avenue (51 spaces).

For now, the City views the supply of parking at these three Sackman-owned sites as being unavailable in regards to serving general public parking. In the future, the City remains hopeful that desirable market conditions and needed public sector funding might come together to allow a public-private joint venture deal to be struck with Sackman Enterprises so that a mixed use development with a 400-space parking garage could be constructed at the site. The parking component of such a project would have to be sized to include surplus space capacity to accommodate some of the downtown parking demand.

Exhibit 21 depicts a functional layout for a 401-space parking garage at the 607 Mattison Avenue site. Based on this scheme the garage, which includes approximately 4,000 SF ground level retail space along

the Mattison Avenue frontage. The facility would need to be a 2-bays wide structure with 5 supported parking levels above grade in order to reach the target capacity of 400 or more spaces. This scheme includes 136 tandem or stacked spaces that will probably have to be designated for residential tenants. Sackman Enterprises has previously indicated that 64 housing units atop the garage are envisioned for the project. The inclusion of an elevator shaft, HVAC runs and some structural grid changes needed to support the housing units will reduce the design efficiency of the garage and will likely mean that an additional level of parking will have to be added to the development. The height of the parking structure without housing would be approximately 70 feet.

Net Space Gain: *The 607 Mattison Avenue site has potential to accommodate a mixed use development project that could include a ±400 parking garage. It should be assumed that close to 250 spaces in the structure would be needed to accommodate new residential tenants on-site and residential tenants from other Sackman owned properties in the area that do not have off-street parking. It is conceivable that a net gain of approximately 150 general public parking spaces could be yielded from the project.*

Exhibit 21 Sackman Enterprises: Mixed Used Dev./Parking Garage, 607 Mattison Avenue (Block 1304):



Prepared by: DESMAN



Garage Level 2

Garage Levels 3, 4 & 5

Garage Level 6

An equaling significant benefit of this project would be that a large share of downtown residents would no longer need to consume the scarce supply of on-street spaces as permit holders. A preliminary cost estimates for this project is included in the Appendix of this report.

VFW Hall Property: Conversion to Public Parking Lot

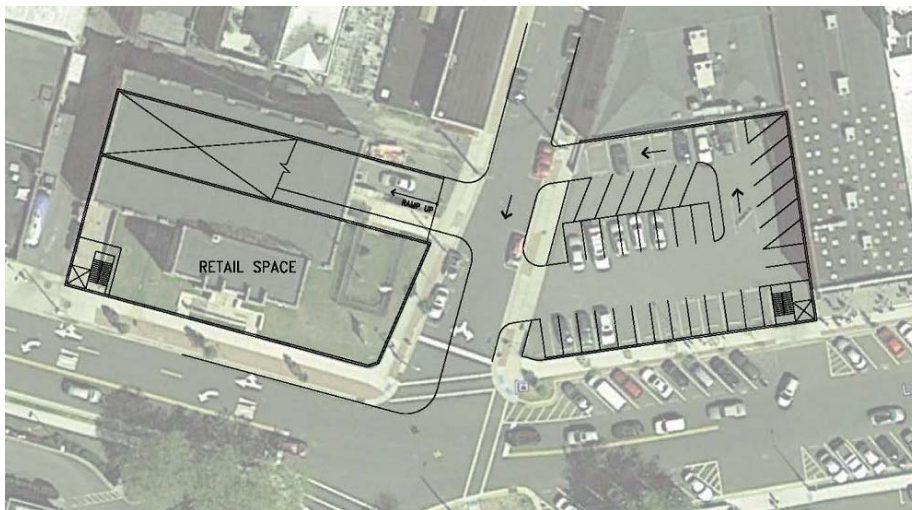
The existing 28-space surface parking lot located at 637 Lake Avenue (I.e. Block 2404) is privately owned and used by the Harold Daley Veterans of Foreign Wars (VFW) Post 1333. Depending the VFW's usage of the lot for events at the Hall, there may be a possibility for the City enter into a lease agreement with the VFW organization that could covert the lot from private to public use. Under such an agreement the City would install and enforce parking meters at the lot. Another possibility would be to allow the lot to be operated as a valet assisted parking lot during weekday evenings and on weekends. An attendant would hold the keys of parking patrons and vehicles would be stacked at the lot which would make it possible to park approximately 40 vehicles on the lot during peak demand periods.

Net Space Gain: *If the City would allow the VFW Lot to be operated as a pay parking lot, between 28 and 40 additional public parking spaces could be established at the site depending on whether the lot is metered or run as a valet-assisted parking operation.*

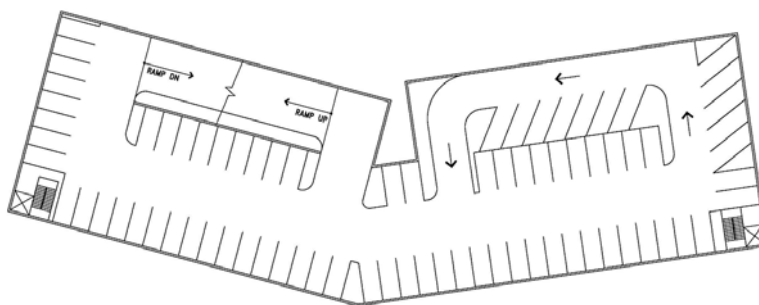
VFW Hall Property: Public Parking Garage at 701 & 637 Lake Avenue

Another possibility for the City to consider is the notion of acquiring the existing VFW surface lot at 637 Lake Avenue (I.e. Block 2404) and the VFW assembly hall located at 701 Lake Avenue (I.e. Block 2406), clearing the sites and constructing a parking garage that would span the Bond Street right-of-way. **Exhibit 22** depicts a conceptual scheme for a 4-level single bay 190-space garage structure with approximately 18,000 SF of ground level retail space with frontage on Lake Avenue.

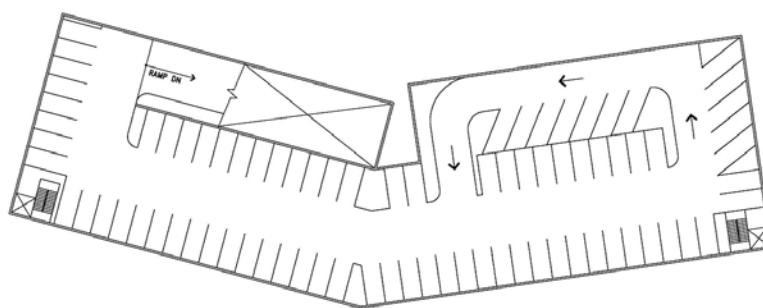
Net Space Gain: *If the parking garage development were to be undertaken, the project could yield approximately 190 additional public parking spaces in the CBD. A preliminary cost estimates for this project is included in the Appendix of this report.*

Exhibit 22 VFW Hall Property: Public Parking Garage Site, 701/637 Lake Avenue (Blocks 2406 and 2404)


Prepared by: DESMAN



Garage Level 2



Garage Level 3

POTENTIAL SPRINGWOOD DISTRICT PARKING SITES

City Property Improvement: Transit Center Parking Lot Improvement & Management

It is recommended that the City restripe and repave the surface lot it owns on the west side of the commuter rail line along Bangs Avenue (i.e. Block 608) as shown on **Exhibit 23**. Doing so would define approximately 87 spaces and delineate an area of the lot along the track and north of the station platform entrance for a passenger drop-off and pick-up zone for buses, taxis, and the general public. At least two parking meter pay stations should be installed at the lot to collect short and long-term parking charges from transient parkers and daily commuters. Area residents from the immediate vicinity of the Springwood community could also be offered overnight permit parking privileges at the lot. Some of the spaces at the lot could also be designated for parking by City Hall employee if the need for doing so can be confirmed and quantified. While this improvement does not represent a true gain in parking spaces, it will certainly improve the appearance and order of this city-owned transit site and add approximately 87 more potential revenue-generating spaces to the system. A preliminary cost estimates for this project is included in the Appendix of this report.

Exhibit 23 Transit Center Lot: City Parking Lot Improvement Scheme A (Blocks 608)



Prepared by: DESMAN

Memorial Drive Retail Plaza Site: Public Parking Lot or Garage

The site of the existing strip center shopping plaza (i.e. 100 Memorial Drive - Block 608)) located at the northeast corner of the intersection of Springwood Avenue and Memorial Drive would be an ideal location for a public parking facility. The off-street parking would serve the several mixed used redevelopment projects proposed for area.

Two different concepts for a public parking facility are worthy of consideration. Initially, the existing strip shopping plaza could be razed to allow the cleared site to be consolidated with the City owned property to the north. It is estimated that approximately 212 public parking spaces on the west side of the commuter rail line between Springwood Avenue and Bangs Avenue could be created once the southern portion of the block is acquired, cleared and consolidated with the City-owned land area to the north as shown on **Exhibit 24**.

Exhibit 24 Memorial Shopping Plaza: Land Consolidation Parking Lot Scheme B (Blocks 608)

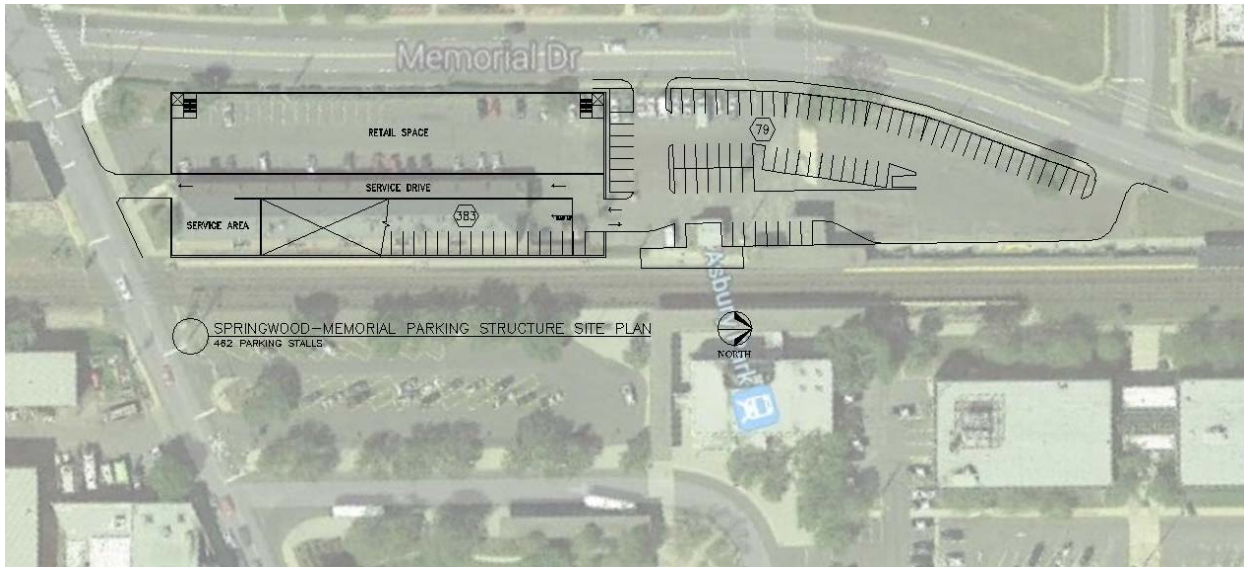

Prepared by: DESMAN

Net Space Gain: The consolidation of the 87-space City-owned transit lot parcel with the privately owned plaza shopping center site would make it possible to create the 212-space (i.e. 87 City spaces and 125 private property spaces) general public parking lot shown on Exhibit 24. However, if a parking garage with ground level retail tenant space were to be developed on the privately owned plaza shopping center, approximately 458 general public spaces (i.e. 379 Garage spaces and 79 lot spaces) could be established at the site. A preliminary cost estimates for the both the lot and garage development concept for the site are included in the Appendix of this report.

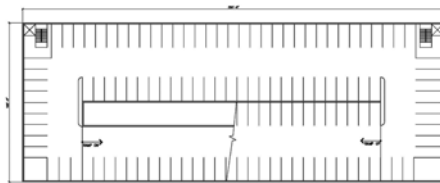
If and when the several private sector redevelopment projects proposed in the immediate area become a certainty, the development of a parking structure at the site of the shopping plaza could be considered if such a project was found to be warranted and economically feasible. **Exhibit 25** illustrates that a 2-bay wide 379-space multi-level parking structure with street level retail space along Memorial Drive could be physically situated on the site.

Besides serving transient parkers, daily commuters and perhaps some area residents, such a facility might also be used as remote parking site for major special event in the CBD. The installation of parking meters is recommended for the lot, but access gates and automated revenue control equipment is recommended for the garage, as the goal with either concept would be to have a self-parked unmanned income-producing facility. A preliminary cost estimates for this project is included in the Appendix of this report.

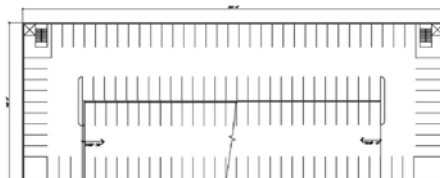
Exhibit 25 Memorial Shopping Plaza: Land Consolidation Parking Lot & Garage Scheme C (Blocks 608)



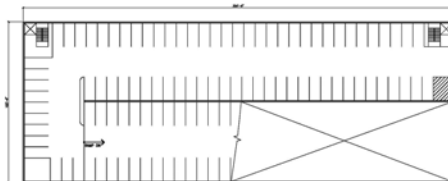
Prepared by: DESMAN



Garage Level 2



Garage Level 3



Garage Level 4

POTENTIAL WATERFRONT DISTRICT PARKING SITES

iSTAR FINANCIAL: - Master Developer's Parking Site Proposals

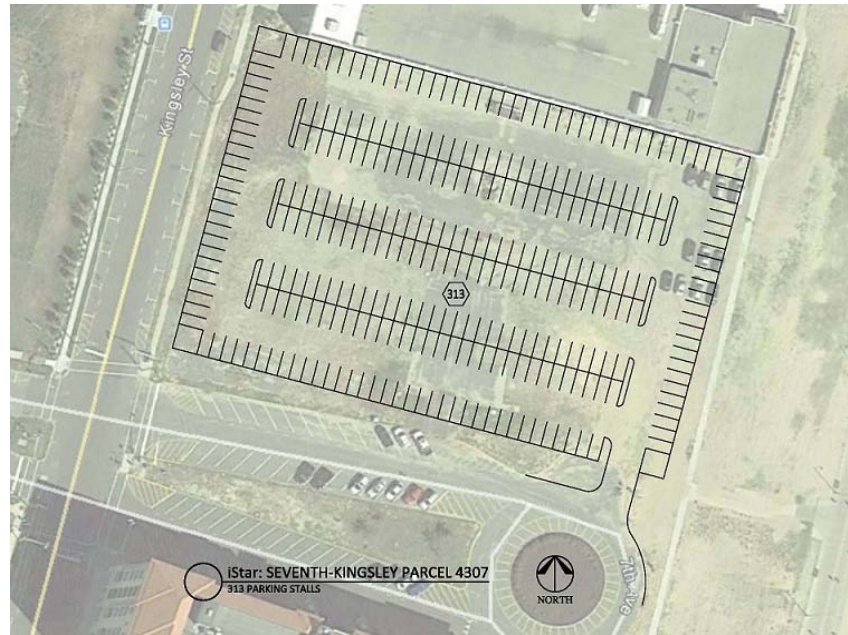
The City Plan Board is currently considering whether to approve a possible amendment to the Waterfront Development Plan that would allow for municipal parking facilities to be a principle permitted land use within the district. If this action were to be approved iStar Financial could petition the City to amend its master development agreement to develop several more off-street parking facilities in the district.

In recent discussions with iStar, the company identified the three locations where it wanted to development parking facilities. The addresses and block numbers of the three were 1601 Ocean Drive (Block 4307), 1401 Kingsley Street (Block 4205), and 110 First Avenue (Block 3904). For the purposes of this study DESMAN drafted very preliminary parking layouts for each site in order to establish an estimate of the number of parking spaces each might accommodate. **Exhibits 26, 27, and 28** depict the basic parking lot layouts for each site. Collectively, these three Waterfront surface parking lot developments could potentially yield a net gain of approximately 550 off-street spaces (i.e., 313 spaces at block 4307, 96 spaces at block 4205 and 141 spaces at block 3904). iStar did not provide a schedule as to when it would like to develop these parking projects.

Absent any further plans to add more commercial development in Waterfront district, it would be in the City's best interest to limit the amount of additional off parking added to the area. Doing so would help to insure that it system of on-street meters will continue to be well used. To this end, it is DESMAN's recommendation that the City only allow iStar to develop and operate a pay parking lot at the 1601 Ocean Drive site (i.e. Block 4307). The addition of approximately 313 spaces in this area will help to support all event programming staged at the Berkeley Oceanfront Hotel and the nearby Convention Hall, Paramount Theatre and the Grande Arcade. Authorization to improve and operate the other two parking lots should be postponed until iStar moves forward with additional commercial development that would justify the development of more off-street parking.

Exhibit 26 depicts a surface parking lot concept for the 1601 Ocean Drive (Block 4307) site.

Net Space Gain: *This 1601 Ocean Drive site (i.e. Block 4307) is estimated to yield approximately 313 new public parking spaces. It is recommended that the City approve the development of this surface lot in order to increase the supply general public parking available to accommodate special event programming at the Berkeley Hotel, Convention Hall and Grande Arcade.*

Exhibit 26 iStar Financial - New Parking Lot at 1601 Ocean Drive (Block 4307):


Prepared by: DESMAN

Exhibit 27 depicts a 96-space surface parking lot concept at the second iStar site located at 1401 Kingsley Street (Block 4205). iStar has indicated that the development of surface parking at this site would be an interim use of the land parcel as the company has plans to eventually develop an 18 unit townhome complex with on-site parking at this site. Given the distance of the site from the boardwalk, and with no plans for additional commercial development in the immediate area, it is DESMAN's opinion that the City should not approve the development of an interim lot at this located.

Net Space Gain: *This 1401 Kingsley Street (i.e. Block 4205) is estimated to yield approximately 96 new parking spaces. However, the City should postpone its approval of this interim off-street parking lot use until Madison-Marquette, in conjunction with the master developer, proposes project plans that justify the need for interim off-street parking spaces in this vicinity.*

Exhibit 27 iStar Financial - New Parking Lot at 1401 Kingsley Street (Block 4205):


Prepared by: DESMAN

Exhibit 28 depicts a 141-space general public parking lot concept at the third waterfront district site identified by iStar located at 110 First Avenue (Block 3904). Like the previously site, iStar has indicated that the development of surface parking at this site would be an interim use of the land parcel because the company has plans to eventually develop an 80-unit multi-family rental housing complex with a 400-space parking garage will someday be developed at this site. However, the ±141-space surface parking lot that iStar is seeking to develop in the interim prior to the housing project does not appear to be necessary to support the current amount of commercial land uses in the immediate vicinity. Therefore the City should postpone its approval of this interim off-street parking lot use until Madison-Marquette, in conjunction with the master developer, commits to proceed with additional commercial development at or in the vicinity of the Casino, Carousel House or Power House at the southern end of the waterfront.

If and when the multi-family housing complex is developed, it is reasonable to assume that the 120-space parking requirement (i.e. 1.5 per unit) applicable to the housing component of the project will be satisfied inside the garage. Additionally, DESMAN has assumed that the footprint for the future garage and housing project would include the Empress hotel's existing 40-space surface parking lot. As a result, only approximately 240 spaces in the proposed 400-space parking garage may be available to the general public. This estimate of surplus space capacity for the general public was arrived at by subtracting the 120-spaces needed for housing, and the 40 spaces needed for the Empress hotel's patrons, from the 400-space capacity proposed for the garage.

Exhibit 28 iStar Financial - New Parking Lot at 110 First Avenue (Block 3904):


Prepared by: DESMAN

Net Space Gain: *This 110 First Avenue site (i.e. Block 3904) could initially be developed as a 141-space general public lot. However, the City should postpone its approval of this interim off-street parking lot use until Madison-Marquette, in conjunction with the master developer, commits to proceed with additional commercial development at or in the vicinity of the Casino, Carousel House or Power House at the southern end of the waterfront.*

Exhibit 29 depicts two surface parking lot schemes that could potentially be developed at the iStar-owned land located at 407 Lake Avenue (i.e. Block 3103). Unlike the three previously discussed iStar sites, the notion of developing an interim surface parking at this location was first discussed at recent parking planning session attended by City officials, local developers and DESMAN staff. While this site is technically located within the Waterfront District, the addition of parking at this site would help to immediately relieve the peak season parking problems in the CBD area.

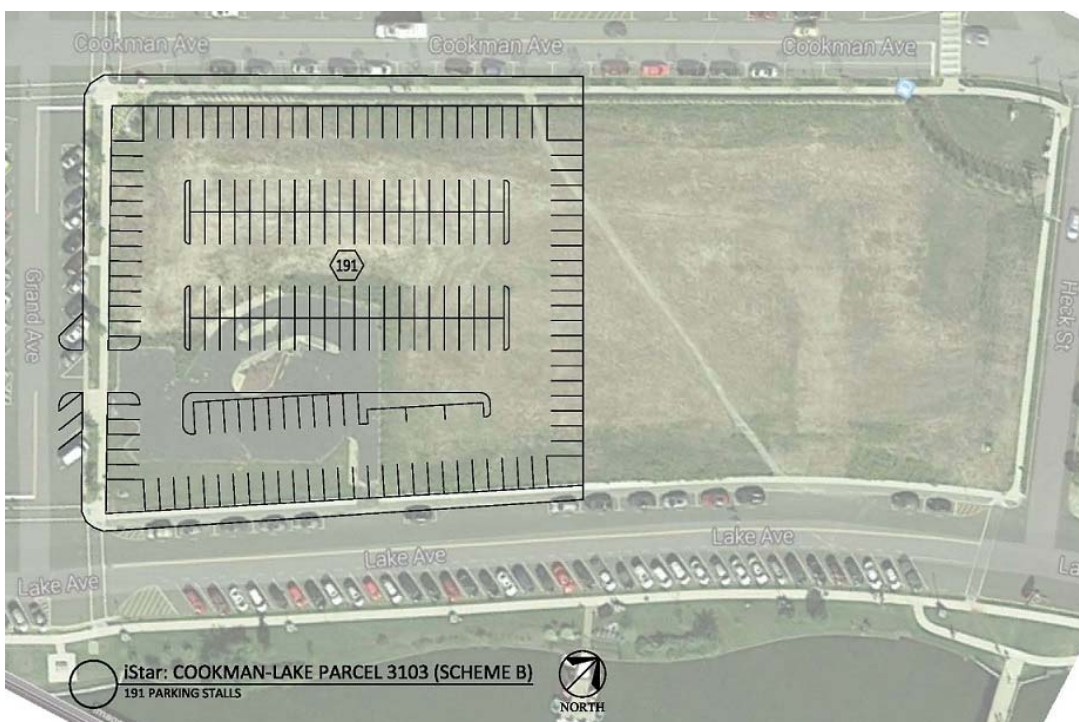
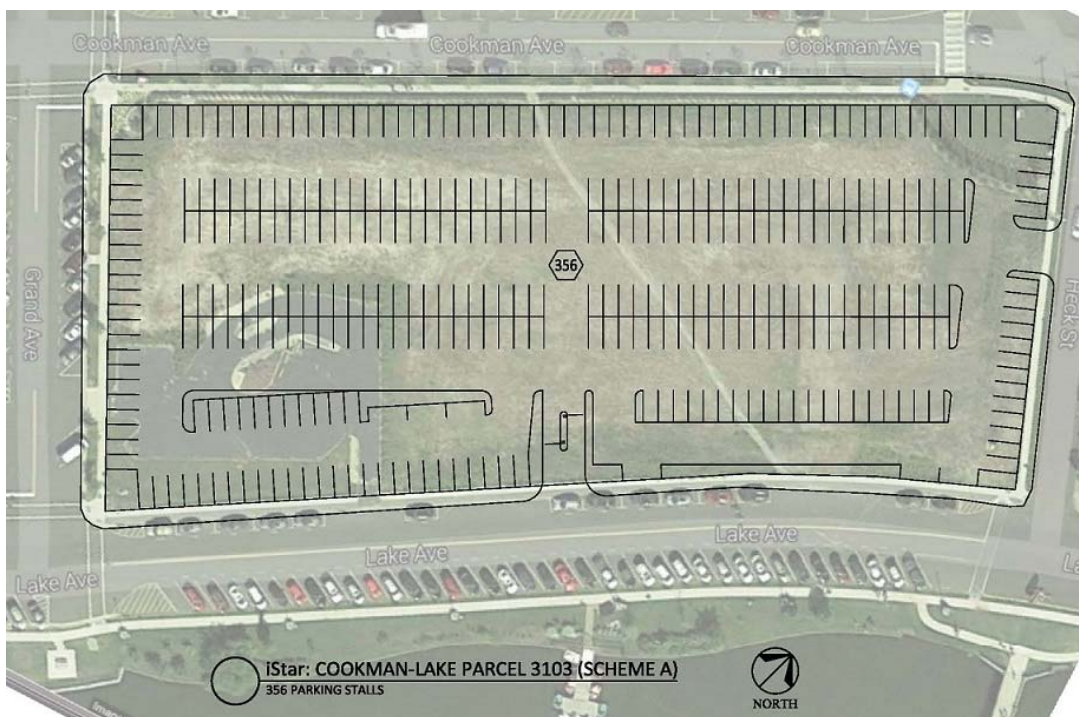
The use of the site for surface parking has to be temporary because iStar has plans to eventually develop a 170 unit condominium project with a 255-space parking garage at this site. When iStar will decide to develop the condominium complex is presently unknown, but is likely that the housing project will not be undertaken for three or four years. Therefore, it is also recommended that the City seek either lease, develop and operate a public parking lot at the site for next 3 to 4 years. If iStar is unwilling to lease the land, the City grant the developer permission to develop parking at the site and encourage the company to do so as soon as possible.

The Scheme A layout for lot will consume the entire city block and yield approximately 356 spaces. The Scheme B layout will consume only the southern half of the city block closest to the CBD and yield

approximately 191 parking spaces. While the City's development of 356 space would almost certainly mitigate the current downtown problems during the peak season, a sizable share of the same spaces might be underutilized during the off peak season. Therefore, it is DESMAN's opinion that the City should seek to develop the smaller lot (i.e. Scheme B layout) because doing so would be a more practical and less costly approach to the project. If, after the first full year of operations, the utilization of the smaller parking lot regularly hovers near capacity through most of the year, expansion of the lot across the entire city block would be worth pursuing.

Also, rather than staff the lot to collect parking fees, it is recommended that the City install three to four multi-space parking meters at the lot for revenue collections. Assuming that the City would the property from iStar, it is very likely that the costs to lease, development and equip the lot could be recovered over a three year lease term.

Net Space Gain: *Parking Lot Scheme B, which could yield approximately 191 spaces, is recommended. The notion of expanding the capacity of the lot to 356 spaces should be postponed until it can be determined that the additional capacity is needed to serve the CBD year-round. A preliminary cost estimates for the Scheme B parking lot project is included in the Appendix of this report.*

Exhibit 29 iStar Financial - New Parking Lot Scheme A & B at 407 Lake Avenue (Block 3101):


Prepared by: DESMAN

City Property Improvement: Fisherman's North Beach Parking Lot

The City has already developed a plan to create a 133-space surface parking lot at the site known locally as the Fisherman's North Beach Lot located at 1800 Ocean Drive (Blocks 4402). This lot improvement plan depicted on **Exhibit 30**, is an approved addition to the Waterfront Redevelopment Plan. This proposed lot improvement will be the responsibility of the iStar. The City should negotiate with iStar to make the planned improvements to this lot one of its priority infrastructure improvement projects for the Waterfront District. It is recommended that multi-space parking meter pay stations be installed at the lot rather than staff the lot with attendants. It is assumed that since the property is City-owned, and the City would fund the acquisition and installation of the parking meter pay stations, all the revenue generated by the parking meter pay stations would go to the City.

Net Space Gain: *This project will yield a net gain of 113 improved parking spaces.*

Exhibit 30 The Fisherman's North Beach Lot at 1800 Ocean Drive (Blocks 4402)



Source: Asbury City Planning

Table 23 provides the space efficiency figures (i.e. square footage per space yield) and a summary of preliminary cost estimates for previously discussed off-street parking facility development projects that are unlikely to occur without the active support and some funding from the City of Asbury. Only construction cost estimates are shown. Assumptions regarding the likely costs for land acquisition/lease, project financing, access control equipment installation, A/E professionals, utility work and site preparation and construction management for each project are included on preliminary project development summaries included in the appendix of this report.



Comprehensive Parking Management Plan
City of Asbury Park, N.J.
 Final Report

Table 23 Preliminary construction cost estimates for the Potential Off-Street Parking Projects

POTENTIAL PARKING IMPROVEMENT PROJECTS Site Owner - Address & Parcel Number	Exhibit #	Site Sq. Ft.	Parking Spaces	SF Per Space Efficiency	Parking Project Construction Cost
CBD DISTRICT PARKING SITES					
CITY-MUNICIPAL LOT/BUS DEPOT LOT EXPANSION SCHEME A (Blocks 2401 & 2408)					
City Hall Lot A, Existing Lot Improvement - Phase I	18	57,877	176	328.8	\$173,631
City Hall Lot A, VIP Lot - Phase I		7,907	21	376.5	\$63,256
City Hall Lot B, New Lot Expansion at the Rain Garden Site - Phase II		41,518	134	309.8	\$332,144
City Hall Lot B /Bus Depot Reconfiguration - Phase II		31,644	0	----	\$94,932
Total:		138,946	331		\$663,963
CITY-MUNICIPAL LOT/BUS DEPOT LOT EXPANSION SCHEME B (Blocks 2401 & 2408)					
City Hall Lot A, Existing Lot Improvement - Phase I	19	57,877	176	328.8	\$173,631
City Hall Lot A, VIP Lot - Phase I		7,907	21	376.5	\$63,256
City Hall Lot B, Transit Station Parking Reconfiguration - Phase II		23,600	53	445.3	\$94,932
Total:		89,384	250		\$331,819
SACKMAN - 700 BANGS AVENUE GARAGE/LOT PROJECT (Block 2508)					
Upper - Resident Permit Holder Spaces	20	33,479	102	328.2	
Lower- Resident Permit Holder Spaces		16,723	37	452.0	
Total:		50,202	139	361.2	\$334,724
SACKMAN - 607 MATTISON AVENUE GARAGE PROJECT (Block 1304)					
Level 6 - On-Site Resident Tenants - 96 spaces	21	6,113	19	321.7	
Level 5 - On-Site & Area Resident Tenants		28,046	92	304.8	
Level 4		28,046	92	304.8	
Level 3		28,046	92	304.8	
Level 2		26,988	79	341.6	
Level 1		13,093	27	484.9	
Garage		130,332	401	325.0	\$7,820,000
Level 1 Retail/Service/Loading		9,723		----	\$127,000
Total:		140,055		----	\$7,947,000
VFW HALL FAC. - 701/637 LAKE AVENUE GARAGE PROJECT (Blocks 2404 & 2406)					
Level 3	22	29,166	80	364.6	
Level 2		31,447	78	403.2	
Level 1 - VFW Spaces		19,738	32	616.8	
Garage		80,351	190	422.9	\$5,223,000
Level 1 Retail		18,000		----	\$540,000
Total:		98,351		----	\$5,763,000
SPRINGWOOD DISTRICT PARKING SITES					
CITY-TRANSIT CTR - LOT REHAB PROJECT (Block 608)					
City-Project Alternative A	23				
Total:		37,476	87	430.8	\$112,428
CITY-TRANSIT CTR/RETAIL PLAZA - LOT CONSTRUCTION PROJECT (Block 608)					
City-Project Alternative B	24				
Total:		75,876	212	357.9	\$670,000
CITY-TRANSIT CTR/RETAIL PLAZA - GARAGE/LOT PROJECT (Block 608)					
City-Project Alternative C	25				
Level 4 - Area Resident Tenants		19,200	76	252.6	
Level 3		38,400	138	278.3	
Level 2		38,400	138	278.3	
Level 1		13,440	27	497.8	
Level 1 Retail		19,200	0	----	
Garage at 100 Memorial Drive		128,640	379	339.4	\$6,566,400
Level 1 Retail/Service/Loading		19,200		----	\$576,000
Total:		147,840		----	\$7,142,400
WATERFRONT DISTRICT PARKING SITES					
ISTAR - 407 LAKE AVENUE - LOT PROJECT (Block 3103)					
Cookman-Lake Lot Scheme B	28				
Total:		60,753	191	318.1	\$486,020

Prepared by: DESMAN

Attachment: Asbury Park Municipal Public Access Plan 20180618 COMPRESSED FINAL DEP approved (2018-314 : Referring the Municipal

RECOMMENDATIONS TO IMPROVE PARKING OPERATIONS & MANAGEMENT

Create Single Point of Accountability for the Parking System

Under the present municipal organizational structure, the operations and oversight of the City parking system is fragmented and unfocused. There is no one who has the necessary skills, training, authority and accountability for the system which has been generating over \$2 million annually for at least the past three years. The system service contractor reports that the absence of qualified program manager has the lead to numerous system problems being neglected or overlooked. There two critical areas of responsibility are not being effectively attended to, namely the analysis of the system's performance and the maintenance of the system hardware. The enforcement program is inconsistent and the personnel within the Police Department command structure has delivered spotty and inconsistent production. Parking policy-making thus far has been done by a committee comprised of well-intentioned city officials and community volunteers who are under constant pressure to take to take actions that are unjustified and misguided.

The scale and revenue earnings of the City of Asbury Park's parking system warrants the establishment of a full-time management unit that can eventually assume accountability for guiding all aspects of the system's daily operations, physical and fiscal planning, and program and policy guidance. Hiring a seasoned professional possessing a minimum 5 years of public or private sector parking experience and preferably with professional manager certification by either the National Parking Association (NPA) or the International Parking Institute (IPI) is warranted. A person with this experience and skills set will command a salary ranging from \$70,000 to \$85,000. The manager should also, at a minimum, be provided with full-time clerical support. Based on DESMAN's exposure and understanding of the City of Asbury's organizational structure it is our recommendation that this Parking Utility Manager report directly to the City Manager and function as a special program administrator so that he or she can have the necessary rank to garner and sustain essential interdepartmental coordination and support from the Public Works, Finance and Police Departments. A defined set of services to be provided by these departments should be funded to some degree with annual program income generated by the Parking Utility.

The Department of Public Works should be contracted and funded to perform a routine schedule of property and equipment maintenance services. The Police Department should also to be contracted and funded to provide meter enforcement and collection services. However current practices and procedures need refinement. The Finance Department should be tasked to align all sources parking revenue and all direct operating and capital expenditures for the program and facilities under a Parking Utility in order to establish a complete and accurate accounting of its yearly financial performance and solvency.

The parking manager should be made accountable for the overall performance and operations of the on- and off-street parking assets and programs including:

- Coordinating and trouble-shooting with Police concerning enforcement unit staffing and deployment and meter collections,
- Coordinating the execution of in-house equipment service and facility maintenance needs to be addressed by the Department of Public Works,
- Managing outside contractor services
- Supervising and auditing permit issuance and sales
- Planning and implementing parking system programs

- Analyzing and Reporting System Revenue and Expenditures with and under the direction of the Finance Department
- Serving as a key advisor to the City Planning Board and Parking Committee concerning operations and management of the parking system and programs
- Coordination Parking System Support with sponsors of special events
- Establishing and maintain a City parking web site

Parking Code Recommendations

While the current land use based parking code requirements for the Springwood, CBD and Waterfront Districts have generally been found to be appropriate, the City needs to strictly limit the means and methods it has been employing to approve code variances for projects that cannot comply with the code requirements. The “Payment in Lieu” program which is currently set at \$3,000 per parking space shortfall is more acceptable to investors and developers, but very few payments have been made and it is highly unlikely that the fund balance will ever be large enough to be instrumental in effectively addressing the community’s parking supply deficit. At present, it is estimated that there is a 300-space parking supply deficit in the CBD. If the City had received a payment in lieu sum of \$3000 for each of the spaces its fund balance would only amounted to \$90,000 – hardly enough to fund one year of annual operating expenses for 300-400 space garage. Although the City’s original payment in lieu amount of \$25,000 would have produced a fund balance of \$7,500,000, the prospects of 100% participation by affected investors and developers would have been highly unlikely.

It is DESMAN’s opinion that the City needs to strictly adhere to the code requirements it has established unless the margin of the between the number of spaces that can be provided by as part of a project is only slightly less than what is required by code. Taking and maintaining this stance will be particularly critical when reviewing housing, restaurant and entertainment projects which are driving the revitalization of downtown. Absent adequate off-street parking plans, all three of these land uses will overburden the already stressed on-street parking system.

Furthermore, there are only a couple of large and strategically located sites in downtown area that could even accommodate a reasonably sized parking structure. If, and whenever, such a structure is developed the spaces it provides will only help to mitigate the prevailing off-street parking deficit instead of providing surplus capacity to support more new growth and development.

Re-engineer the Parking On-Street Permit Program

To the greatest extent possible the City needs to curtail the practice of extending year-round 24/7 on-street meter parking privileges to residents and employees upon request at fees which are not even remotely close to the value of the service offering. It is understandable that it may not be feasible and advisable to completely discontinue the on-street parking permit program in the CBD. However, it will be critical for the City minimize the scope and adverse impacts the program. To this end, City needs to revise or develop new permit program policies that include new eligibility guidelines and user regulations that will lead to a dramatic reduction of permits sold. The parking enforcement must consistently and diligently enforce the new rules in order to deter non-compliant parking habits among permit holders.

The meter system’s monitoring capability needs to be activated and used to analyze the amount meter parking time and potential revenue-generation is being consumed by on-street permit holders. One way of conducting such an analysis would be to issue all permit holders a machine-readable card which

they would be required to use at a meter pay station whenever they park at a meter-controlled parking space. Like a credit card, the permit holder card would be to declare the amount of time they intend to remain parked in the same meter space. The meter system would record the space, time and permit holder ID for the non-payment transaction. Permit holders' vehicles found to be parked in the same space beyond time they declared that they occupy the space should be issued a parking citation. The analysis of permit holder's parking patterns will be beneficial in a number ways. The amount of hours parked, as well as where and when users prefer to park, can be used to estimate system revenue losses, to determine capacity saturation and behavior differences among user categories. At the outset of the program initiative, permit holders should be informed that their annual consumption of on-street parking time may be used as the basis for determining new pricing for permit renewals. Knowing that their parking habits will be reviewed will to discourage the program participants from regularly over stating the amount of time they intend to actually occupy a space. This procedure would not need to be applicable between the hours 1:00AM and 8:00AM as over-night parking on-street space is not an issue.

This on-street parking permit program revision, coupled with a new rate schedule, will led to fewer sales of on-street permits and provide a true accounting of the real demand for permits. The issuance of vehicle decals could be discontinued as license plate numbers of registered permit holders would be automatically recognized or retrieved by the enforcement data and handheld equipment.

Parking Rate Recommendations

Parking rates impact parking behavior and choices. Monthly and longer term transient parkers are accustom to parking in off-street parking facilities which have rates that are usually lower and more economical than on-street parking rates. The higher on-street parking rates are less of concern for short-term parkers who prefer the convenience of on-street parking. To a large extend, on-street parking is the only choice that both short and long-term parkers have in the City of Asbury Park. Only through a special agreement with the City has iStar Financial been able to operated three privately-owned off-street parking lots to serve general public parkers in the Waterfront district. The City created its on-street parking permit program to accommodate the long-term parking needs of employees, employers, residents and guests. Other long-term transient parkers are free to remain parked on-street in most places as long as they continue to pay their hourly meter rate. Except on Ocean Drive where meter rates are higher priced and parking time is limited to 3-hours, there are only a few 15 minute and one hour spaces scattered around the CBD to serve short-term parkers.

The following presents a series of recommended meter parking pricing and regulation changes designed to optimally balance and manage the daily consumption of on-street spaces by short and long term parkers.

Demand-Based Pricing

The 2014 meter system revenue and transaction statistics revealed a surge in parking activity during the summer months in both the CBD and Waterfront Districts but the amount of the drop off in parking during the fall, winter and spring months was less significant in the CBD District than it was in the Waterfront District. Therefore the rate recommendations for the CBD District are set to reflect variances in the parking demand during the daytime and evening hours. The recommendations for the Waterfront District relate more to the seasonal fluctuations in parking activity. The monthly parking revenue and transaction statistics were organized into three periods, namely the Peak-Season (May–Aug), the Post-Season (Sep-Dec) and the Pre-Season (Jan-Apr) to produce the summary on **Table 24**.

Table 24 2014 Parking Meter System Revenue & Transactions by District and Season

	2014 Meter System Revenue & Transactions							
	Pre-Season		Peak-Season		Post-Season		Annual	
	Revenue	Transactions	Revenue	Transactions	Revenue	Transactions	Revenue	Transactions
Waterfront	\$182,184	59,180	\$1,209,932	320,311	\$340,245	106,287	\$1,732,361	485,778
	11%	12%	70%	66%	20%	22%	100%	100%
CBD	\$209,638	100,749	\$362,828	174,653	\$267,329	129,401	\$839,795	404,803
	25%	25%	43%	43%	32%	32%	100%	100%
Total	\$391,822	159,929	\$1,572,760	494,964	\$607,574	235,688	\$2,572,156	890,581
	15%	18%	61%	56%	24%	26%	100%	100%

Prepared by DESMAN

Table 25 provides a schedule of the recommended on-street meter pricing and time limit changes for both the CBD and Waterfront Districts. The bold black figures and text signify an increase or a more restrictive parking rule change and the red figures and text denote a rate reduction or a more lenient parking rule change.

Generally, the proposed meter rate increases are calibrated to enhance system earnings during the peak summer season (i.e. May, June, July and August). Without accounting for the revenue generation at the newly proposed meter installations both on-street and in selected off-street lots, DESMAN estimates that the recommended meter system rate increase will generate approximately \$500,000 in additional revenue during the peak season. This figure breaks down to about 50 cents more per transaction during the peak season which equates to roughly a 14% increase to the 2014 per transaction earnings on the Waterfront and a 22% percent increase to the 2014 per transaction earnings for the CBD district.

CBD District On-Street Meter Rates

Cookman Avenue: It is recommended that the parking on Cookman Avenue (i.e. west side between Bond Street and Emory Street and east side between Bond Street and Grand Avenue), be regulated and priced during daily business hours (i.e. 8:00AM to 5:00PM) as a short-term parking zone. The parking in this zone during this time period should be limited to 3-hours and be priced at \$2.00 per hour. This action would impact approximately 42 spaces. In the same area, after 5:00PM on a daily basis, the 3-hour parking time limit should be discontinued and a new first hour (or any part thereof) flat rate of \$3.00 should be implemented but each additional hour after the first hour should remain unchanged at \$2.00 per hour. These Cookman Avenue spaces are the most convenient and coveted spaces in downtown. Therefore, beginning at the 5:00PM dinner hour, the use of a space in this zone should initially cost \$3.00 regardless of whether a parker stays less than an hour. After the first hour is past, each additional ¼ hour of time at the same space should cost 50 cents (i.e. \$2.00 per additional hour).



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Table 25 Recommended Seasonal Pricing for On-Street Meter Rates for CBD & Waterfront Districts

Space Count	Peak Season (May, Jun., Jul., Aug.)				Post-Season (Sep., Oct., Nov., Dec.)				Pre-Season (Jan., Feb., Mar., Apr.)			
	Weekdays		Weekends		Weekdays		Weekends		Weekdays		Weekends	
	8am to 5pm	after 5pm to 2am	8am to 5pm	after 5pm to 2am	8am to 5pm	after 5pm to 2am	8am to 5pm	after 5pm to 2am	8am to 5pm	after 5pm to 2am	8am to 5pm	after 5pm to 2am
Downtown On-Street												
Cookman Ave. between Bond Street - Bangs Avenue42	\$2.00-hr/ 3hr limit	1st hr \$3.00/ ea. add'l hr \$2.00hr/ No-time limit	1st hr \$3.00/ ea. add'l hr \$2.00hr/ 3hr Limit	1st hr \$3.00/ ea. add'l hr \$2.00hr/ No-time limit	\$2.00-hr/ 3hr limit	\$2.00-hr/ No-time limit	\$2.00-hr/ 3hr limit	\$2.00-hr/ No-time limit	\$2.00-hr/ 3hr limit	\$1.50-hr/ \$6.00 max/ No-time limit	\$2.00-hr/ 3hr limit	\$1.50-hr/ \$6.00 max/ No-time limit
Other CBD Meters475	\$1.50-hr/ \$10 max/ No-time limit		\$2.00-hr/ \$12 max/ No-time limit		\$1.50-hr/ \$10 max/ No-time limit	\$1.50-hr/ \$6.00 max/ No-time limit	\$1.50-hr/ \$10 max/ No-time limit		\$1.50-hr/ \$10 max/ No-time limit	\$1.50-hr/ \$6.00 max/ No-time limit	\$1.50-hr/ \$10 max/ No-time limit	
Main St. Meters between 3rd Avenue - Cookman145	\$1.50-hr/ \$10 max/ No-time limit		\$2.00-hr/ \$10 max/ No-time limit	\$2.00-hr/ \$10 max/ No-time limit	\$1.50-hr/ \$10 max/ No-time limit	\$1.50-hr/ \$8max/ No-time limit	\$1.50-hr/ \$10 max/ No-time limit	\$1.50-hr/ \$8max/ No-time limit	\$1.50-hr/ \$8 max/ No-time limit	\$1.00-hr/ \$6 max/ No-time limit	\$1.50-hr/ \$8 max/ No-time limit	\$1.00-hr/ \$6 max/ No-time limit
Waterfront On-Street												
Ocean Avenue203	1st hr \$3.00/ ea. add'l hr \$2.00hr/ 3hr limit		1st hr \$3.00/ ea. add'l hr \$2.00hr/ 3hr limit		\$1.50-hr/ 3hr limit		\$2.00-hr/ 3hr limit		\$1.50-hr/ 3hr limit		\$2.00-hr/ 3hr limit	
Other Waterfront Meters1493	1st hr \$2.00/ ea. add'l hr \$1.50hr No Time Limit		1st hr \$2.00/ ea. add'l hr \$1.50hr No Time Limit		\$1.50-hr/ \$8.00 max/ No-time limit		\$1.50-hr/ \$8.00 max/ No-time limit		Free Su-Th		\$1.50-hr/ \$6.00 max/ No-time limit	

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Main Street: The parking rules and rates for the new meters recommended for installation along Main Street between Third Avenue and Lake Avenue will be new but should match those proposed for the rest of the CBD area. During the peak season it is recommended that a \$2.00 per hour rate be set for the weekends and holidays. After 5:00PM during the post-season the maximum charge should be reduced to \$8.00 and in the pre-season the after 5:00PM maximum rate should be reduced further to \$6.00. These maximum rate reductions are intended to encourage the evening business patrons to stay in the CBD area.

City Hall Lot (Phase I - North Lot): It is recommended that multi-space meter pay stations be installed at the City Hall Lot (i.e. the North Lot) along with improved signage to attract and serve nightly and weekend transient parkers. During normal City Hall business hours (i.e. 7:00AM to 5:00PM M-F) the pay stations could be programmed to allow for free parking. All spaces except those exclusively reserved on a 24-hour basis for City vehicles and staff should be numbered for pay-by-space revenue collection and enforcement. The meters should be programmed to accept hourly parking fees after 5:00PM on weekdays and all day on Saturdays and Sundays. Downtown employee and resident permit holders could also be allowed to park in a portion of the lot overnight between the hours of 2:00AM and 7:00AM. The 21-space VIP lot should be exclusively reserved for City officials and or vehicles on a 24/7 basis.

City Hall Lot (Phase II – South Lot): If the City decides to reconfigure the existing parking area to the south of the Transit Station as shown on **Exhibit 19**, these 53 spaces probably would be best used as a parking place for downtown employee permit holders. If the City is able and willing to reclaim and relocate the Rain Garden area as shown should on **Exhibit 18** the 134 additional spaces which would be situated closer to Main Street should be metered. Like the north lot, multi-space meter pay stations should be installed in this south lot area. Hourly parking rates should be charged at this south lot all day every day and only a limited number of spaces should be made available to downtown employee permit holders.

Waterfront District On-Street Meter Rates:

Peak-Season (May-Aug) During the peak season an initial first hour flat rate of \$3.00 on Ocean Avenue and \$2.00 elsewhere should be charged. After the first hour, parker should charge 50 cents per quarter hour up to \$2.00 for each additional hour of parking time along Ocean Drive, and 50 cents for every 20 minutes up to \$1.50 for each additional hour of parking time at all other waterfront area meters. For example, a person intending to park for an hour and a half on Ocean Drive would need to pay a total of \$4.00 (i.e. \$3.00 for 1st hour and \$1.00 for an additional ½ hour). The charge for the same amount of parking time elsewhere in the district would cost the customer \$3.00 (i.e. \$2.00 for 1st hour and \$1.00 for an additional ½ hour).

Post-Season (Sept-Dec) During the post-season the Ocean Avenue meters should have a rate of \$1.50 per hour for weekdays and \$2.00 per hour for weekends. The all-day maximum rate for all other meters throughout the Waterfront should be reduced to \$8.00 for both weekdays and weekends.

Pre-Season (Jan-Apr) During the pre-season the Ocean Avenue meters should have a rate of \$1.50 per hour for weekdays and \$2.00 per hour for weekends. From Sunday through Thursday all the other Waterfront meters should be free all-day and on weekends the all-day maximum rate at should be

Fisherman's North Beach Lot It is recommended that meters be installed at this lot which the City has slated for redevelopment. The parking rates and pricing strategy for this new lot should correspond with the previously describe seasonal demand pricing strategy. However, given the remote location of

this lot, the hourly rate should drop to \$1.00 per hour parking after 7:00PM during peak-season, and during the post-season after 5:00PM all the lot meters should be free. Higher per occasion meter pricing should be considered whenever large special events in the immediate area expected generate significant amounts of parking demand.

Special Events & Holidays Rates Special event meter pricing should also be adopted throughout waterfront district on major holidays (i.e. Labor Day, Halloween, Thanksgiving and Christmas Holidays) and other major community event days such as the Zombie Festival. On such days all the area meters in the waterfront district should be calibrate to a fixed flat rate that could range between \$5.00 and \$15.00 depending on the expected event population.

Base Hourly and Maximum Rate Reductions

Additionally, the proposed reductions to the maximum parking charge during the pre-season and post-season months across the CBD district is not expected to result in significant earnings reductions. This is because the duration stay patterns of most parkers rarely surpasses 6 hours after 5:00 pm – a 4-hour duration of stay is more common, so at \$1.50 per hour, the recommended \$6.00 maximum charge during the off-season months will be nearly revenue neutral. At the same time, the maximum rate cap will be good for the bars, restaurants and entertainment establishments. Similarly, the off-season rate reductions on the waterfront are designed to attract patrons since parking volumes during these months equate to less than a third of the of the peak season summer volumes.

On-Street Permit Parking Rates

In 2014 each on-street metered parking spaces in the CBD area generated approximately \$4.86 per day which translated to approximately \$1,624.00 per space per year. This income per space figure would have been higher had the City not issued more than 567 on-street permits to employees, residents and resident guests in 2014. If these employees, residents and guest permit holders all occupied on-street meter spaces for an average of only four hours per day and paid the current \$1.50 per hour rate in 2014, the City would have earned an additional \$1,241,730 (i.e. $567 \times \$1.50 \times 4 \times 365$). In actuality, the City only received \$42,000 in revenue from the sale of the permits.

The price of on-street parking permits needs to be more in line with true value of having a permits which allows a person to park all day every day on-street without charge (see **Table 26**). To this end, it is recommended that two types of on-street employee permits be offered; namely an annual “*Work Week Employee Permit*” that would give permit holders on-street parking privileges within selected designated areas between Monday and Friday. The second type of employee permit would be an “*Unlimited Employee Permit*” that would give the permit holder unlimited on-street parking within designated areas at any time seven days a week. The rate for the Work Week Employee Permit should be set at \$1,200 per year or \$100.00 per month and the rate for the Unlimited Employee Permit should be set at \$1,800 per year or \$150 per month. It may also be prudent to offer “*Nightly Employee Parking Permits*” to accommodate the growing population of part-time workers employed by the bars, restaurants and entertainment venues.

The resident permit price should be set at \$900 per year or \$75.00 per month and the resident guest permits should only be good for a total of 7 consecutive days at a time and by priced at \$28.00 each during the peak season and \$14.00 each during the off-peak season. Additionally, the number of resident permits sold to any one household address should be limited to two per season (i.e. pre-season, peak-season and post-season). **Table 27** provides a forecast of how DESMAN has projected that annual permit sales and program revenue generation will changes. If the prices and sales of permits are



as projected DESMAN estimates that the changes to the permit sale program will generate revenue increase of close to \$985,000 over the program's 2014 revenue generation.

Table 26 Recommended On-Street Parking Permit Rate Increases

Recommended Permit Rate Schedule	Calendar Days	Proposed Rates	Cost Per Month	Cost Per Day
Employee - Annual (M-F) Permit	260	\$1,200.00	\$100.00	\$4.62
Employee - Annual (Su-Sa) Permit	365	\$1,800.00	\$150.00	\$4.93
Resident - Annual Permit	365	\$900.00	\$75.00	\$2.47
Guest - One Weekly Permit Peak-Season ¹	7	\$28.00		\$4.00
Guest - One Weekly Permit Off-Peak Season ²	7	\$14.00		\$2.00

¹ Applicable to (May, Jun, Jul & Aug) with limit of 2 per month per household address

² Applicable to all months but (May, Jun, Jul & Aug) with limit of 2 per month per household address

Table 27 On-Street Permit Program Sales and Revenue Projections based on Recommended Rate Increases

	2014 Permit Sales		2016 On-Street Permit Sales & Revenue Projections								
	Annual Trans.	Annual Revenue	Projected Sales Chg.	Annual Sales	75% E. 7-Day	25% E. 5-Day	Res.	70% G. Pk	30% G. Off-Pk	Revenue Total	Revenue Gain/(Loss)
Waterfront	636	\$31,050		489	\$150.00	\$100.00	\$75.00	\$28.00	\$14.00	\$283,696	\$252,646
Employee	84	\$8,400	15% Decl.	71	53	18				\$29,288	\$20,888
Resident	465	\$13,950	40% Decl.	279			279			\$251,100	\$237,150
Guest	87	\$8,700	60% Incr.	139				97	42	\$3,308	(\$5,392)
CBD	567	\$39,900		484						\$279,646	\$239,746
Employee	302	\$30,200	15% Decl.	257	193	64				\$106,013	\$75,813
Resident	240	\$7,200	20% Decl.	192			192			\$172,800	\$165,600
Guest	25	\$2,500	40% Incr.	35				25	11	\$833	(\$1,667)
Total	1,203	\$70,950		973	396	182	546	150	66	\$563,341	\$492,391
Employee	386	\$38,600		328						\$135,300	\$96,700
Resident	705	\$21,150		471						\$423,900	\$402,750
Guest	112	\$11,200		174						\$4,141	(\$7,059)

Prepared by DESMAN

Issue On-Street Permit Holders ID Cards

Employee and resident permit holders should be issued machine readable ID cards. These permit holders should be made to use their ID card whenever they choose to park at metered space and also to declare the amount of time they intend to remain parked at the space. The use of the ID card in this way will allow the system to recognize when an on-street permit holder is occupying a space and record the amount of time the permit holder intends to remain parked at the same space. The permit holder will not be charged a fee to park nor will they be issued a parking citation as long as they do not remain parked beyond the amount of time they originally declared that they would be parked. Permit holders that remain parked beyond the time limit they declared that they would be parked would be subject to being ticketed for overtime parking. As long the permit holders are not parking at time limited spaces, they like any other on-street parker will be permitted to extend their parking time as long as needed via

mobile phone communications or by reusing their ID card. Field enforcement staff will be will receive real-time communication when spaces are occupied by vehicles registered to these permit holders.

The objective behind this practice is to be able to collect and analyze parking patterns (i.e. location, day, time, duration, violation, users, user groups, etc.) on seasonal and annual basis. Such analytics will be extremely constructive at the end of each year when program policies and pricing strategies pertaining to on-street parking permits should subjected to an in-depth review.

Upgrade Parking Enforcement Handhelds & Tablets

Typically technological advancements and normal wear reduces the viability and reliability of this parking enforcement equipment to 7 to 10 years. The City should take the necessary steps to reserve funds to eventually procure new parking enforcement devices and tablets.

Replacement of Parking System Meter Units

Like the enforcement equipment, technological advancements and normal wear reduces the viability and reliability of parking meter equipment to 7 to 10 years. The City should take the necessary steps to reserve funds to eventually replace the system of parking meters.

Establish the Habit of Producing Comprehensive Annual Reports on the Parking System

The City's parking needs to strive to sustain financial solvency. Annual gross revenue should be used fund program operations, capital improvements, repair and replacement of equipment, pay debt and leasing costs, fund contracted interdepartmental service and administrative support, and grow a net reserve account for major projects. The eventual catalog of annual reports that will be created will establish a reliable and auditable record of the operational and financial performance and solvency of the system over time. Typically such documentation is fund to be invaluable should the City ever wish to finance any major projects with general obligation or parking revenue bonds financing. Also the practice of producing annual reports helps to keep elected and administrative officials mindful of the overall cost and benefits of an effectively management system.

RECOMMENDATIONS TO IMPROVE CUSTOMER SERVICE

Way-Finding Signage Scheme

This report references several downtown and waterfront sites that could be used temporarily or in the future become permanently public parking places. If the City decides to allow the private operations of public parking places, such approval should be made with stipulations concerning how the facilities ought to be identified as well as managed and maintained. To this end, it is recommended that the City devise a uniform signage program, that City and the private operators will adhere to give the parking public the perception of a public parking system rather than a collection of independent parking operators. The signage should have the same general appearance, placement and information that user will want to know (i.e. facility, name, ID #, operator name and number, tow-away policy, emergency call number, etc.). The signage ordinance should also speak to where and how parking rates are to be displayed.

Asbury Park Parking Program Web Site

The City should create a customer-friendly parking web-site to facilitate on-line payments of parking citations using credit cards. The web-site should also provide general information on parking rules and regulations and include maps of on- and off-street parking sites and facilities.

Establish Curbside Valet Parking Program

The City should take the initiative to explore how a curbside valet program could work in the downtown area. The basic goal of such a program is to offer convenient vehicle drop-off locations at several strategically located places in the downtown area where a private valet company would be contracted to setup and stage regular curb-side operations. The services of the valet company are typically funded in full or part by a consortium of interested restaurant and entertainment business owners. The valet company parking attendants usually receive a base wage and share a pool of collected tips. Most valet operations have the ability to allow their customers to send a text to the valet post in advance of their arrival so that their vehicle will be ready when they get to the valet station. Curb side drop off areas are established and regulated by the City and valet are almost always required to be parked at an off-street vehicle storage location. The City typically creates special traffic and parking code amendments to allow for a valet program to function. Valet ordinances usually address valet operations regulations, location, signage, procedures, licensing and insurance obligations.

The appendix of this report includes sections of the City of Cleveland's Municipal Traffic and Parking Code which contains language related to the authorization and governance of on-street parking valet operations in the City. Also included in the appendix is a series of valet program forms and regulations from the City of Pasadena.

It is recommended that the City of Asbury first invite businesses that might have an interest in valet parking to a special meeting in order to accomplish the following:

1. Determine the level of interest among businesses,
2. Identify practical curb side valet drop-off/pick-up zone,
3. Consider where valet vehicles can be securely stored off-street at what cost, and
4. Consider program service timeframes and funding possibilities

After such a meeting, an information package should be prepared that defines the community's interest in establishing a valet program on a trial basis. The package then should be used to solicit declarations of interest for valet companies operating in the region. Meetings with the responding valet companies should then be arranged. Through process either one valet company could be chosen to run the program or several companies could be invited to submit an operations proposal.

Licensing of Public Parking Enterprises

It has been recommended that the City allow private entities like Sackman Enterprises and iStar Financial to establish and operate public parking places at selected sites in the downtown and waterfront areas. This allowance would be in the best interest of City of Asbury Park because the supply of transient public parking spaces would be expanded. In conjunction with this initiative, the City should enact legislation that would require the operators of each of the approved public parking facilities to obtain an annual license. Such a licensing initiative will allow the City to collect and maintain basic records regarding the ownership, space capacity, hours of operation, and operator information for each facility and perhaps establish some conformity as to how the facilities are to be designed and identified.

The annual renewal requirement for the licensing will also allow the City Planning and Development organizations to have an accurate inventory of the off-street parking spaces available to support the CBD and Waterfront areas. An example of municipal ordinance from the City of Cleveland that defines its annual licensing requirement for public parking places has been included in the Appendix of this report.

Asphalt Repaving/Space Numbering as Needed

Poor asphalt pavement conditions on several waterfront streets should be addressed. The iStar has the responsibility to repave the streets within the waterfront redevelopment district defined in the City Master Developer agreement. The City should enter into negotiations with iStar to set a schedule that will lead to the necessary street repaving projects to be done prior to the start of the peak-season.

Convert from Pay-by-Space to Pay-by Plate

The City should take steps to eventually convert its present Pay-by-Space system to a Pay-by-Plate system. Doing so will eliminate the burden and cost of numbering spaces, create opportunities for more cars be parked within the existing on-street curbside parking zones on many streets, and allow enforcement activities, citation issuance, and permit records to principally be keyed to and easily queried by vehicle registration records. Also the cost and effort to issue permit holder vehicle decals each year can be avoided. This initiative should be undertaken in conjunction with the use License Plate Recognition (LPR) devices for enforcement.

IMPLEMENTATION OF PARKING PLAN RECOMMENDATIONS

This report contains a myriad recommendations and suggestions designed to improve the supply operations, management and overall financial performance of the City's parking system. This section of the report outlines several immediate, short-term and long-term actions that the City should undertake now and in the coming years. **Table 28** provides a listing of these action items should be undertaken immediately, within the next 4 years and in 5 to 7 years from now. The recommended actions are categorized as program enhancement projects, capital improvement projects, and public/private partnership endeavors.

The table also quantifies the anticipated gains in public parking places and spaces that could result if and when selected projects are completed. The listed cost estimates for some items are by no means all-inclusive but offer order of magnitude figures of the economic challenge each represents. The cost for other undertakings are unknown and will require study before reason estimates of cost can be determined.

Gross estimates of probable annual revenue gains are also noted for some items. The annual revenue estimates are based on a combination of prevailing facts regarding daily and seasonal parking patterns, meter system transaction and revenue statistics and assumptions that have been made pertaining to how the rates and policy changes will alter parker behavior and choices.

The capital improvement projects are those which are believed to be within the City power and resources to be undertaken using program revenue or tax exempt bond financing. It is our opinion that the upfront cost to complete some projects could be recovered from project revenue generation over a 3-5 year period, while others will need to be funded in part by the revenue projected to be generated



from the proposed rate increase. None of the current annual earnings from the parking utility are noted on the table nor assumed to be part of the implementation plan.

The public private project endeavors, are projects to be initiated by the two major development entities which are heavily invested in the community namely iStar and Sackman. Both entities possess site control of a number of strategically situated sites that, in the best interest and welfare of the community, need to be developed entirely, or in part, as principle and permanent public parking places. This implementation plan provides some guidance on how the City should work with the developers to establish a mutual understanding as to the timing and scale of the projects and the capacity and availability of parking to serve the general public. Even though neither developer has formulated project design plans for sites, DESMAN has formulated some basic parking facility development concepts that have been used to quantify some of the key funding requirements of each parking project. By understanding the probable funding requirements of the projects, DESMAN seeks to give the City more knowledge about how it might consider using its regulatory powers, parking program funds and perhaps other public resources to induce kind of developments that will be to benefit of both the City and the developers.



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Table 28 Implementation Summary for Recommended Projects

CITY OF ASBURY PARKING PARKING SYSTEM MANAGEMENT PLAN FINANCIAL IMPACT PROJECTION	Project Spaces	Constr/ Program Cost Estimate	Gross Annual Revenue Increase	Project Cost - 3yrs of Project Revenue	PARKING MANAGEMENT PLAN IMPLEMENTATION PHASES Period Gain in Public Parking		
					Year 1	Years 2-4	Years 5-7
Program Enhancements		(\$185,000)	\$902,750	\$2,253,250			
1 HIRE PARKING UTILITY MANAGER & ASSISTANT FOR PROGRAM ADMIN/COORDINATION		(\$135,000)		(\$405,000)			
2 PASS LEGISLATION AUTHORIZING PARKING RATE INCREASE <i>(Applicable to the 2,213 Existing Meter Spaces)</i>			\$402,750	\$1,208,250			
3 REVAMP ON-STREET PERMIT PROGRAM <i>(Rate Increases, Eligibility Requirements, User Rules & Privileges)</i>			\$500,000	\$1,500,000			
4 STUDY ON-STREET VALET PROGRAM FEASIBILITY			\$0	\$0			
5 PRIVATE PARKING LOT LICENSING FEES, OPERATING RULES & SIGNAGE STANDARDS			\$0	\$0			
6 DEVELOP PARKING PROGRAM WEB-SITE <i>(Fac./Meter Rules, Rate info, Citation Appeals/Payments, Maps, etc.)</i>		TBD	\$0	TBD			
7 ESTABLISH INTERDEPARTMENTAL CONTRACT W/ POLICE <i>(CBD/WF Meter Enforcement & Collections)</i>		TBD	\$0	TBD			
8 ESTABLISH INTERDEPARTMENTAL CONTRACT W/ DPW <i>(Meter & Facility Maintenance/ Repairs)</i>		TBD	\$0	TBD			
9 SPECIFY & PROCURE NEW ENFORCEMENT EQUIPMENT		(\$50,000)	\$0	(\$50,000)			
10 ESTABLISH CITY EMPL. & DEPART. VEHICLE PARKING POLICY			\$0	\$0			
Capital Improvement Projects		(\$2,269,230)	\$801,034	\$582,803	789	779	904
11 CITY TAKEOVER STATE'S BANGS GARAGE/LOT OPERATIONS <i>(Install new PARCS Equipment)</i>	162	(\$75,000)	\$173,520	\$520,560	162	162	162
12 CITY MUNICIPAL LOT EXPANSION PROJECT SCHEME B <i>(Construct 21-space VIP Lot and re-surface, re-strip and install 2 new meter units at the existing North Lot and reconfigure the Transit Station Lot to the south)</i>	250	(\$309,500)	\$121,179	\$54,037	91		
13 CITY RAIL TRANSIT STATION LOT PROJECT <i>(Repave, Restripe and install 2 new meter units) *</i>	87	(\$142,400)	\$26,393	(\$63,221)	87	87	87
14 CITY MAIN STREET METER PROJECT <i>(Install approximately 19 new meter units on Main Street from Third Avenue to Lake Avenue) *</i>	145	(\$209,000)	\$73,941	\$12,824	145	145	145
15 CITY/ISTAR LAKE AVENUE PARKING LOT PROJECT-Scheme B <i>(Lease half of City Block at 407 Lake Avenue i.e. Block 3103 from ISTAR. Construct an interim public lot and install 2 new meters and signage) *</i>	191	(\$603,500)	\$198,239	(\$8,782)	191	191	191
16 CITY/ISTAR FISHERMAN'S NORTH BEACH LOT PROJECT <i>(ISTAR is responsible for funding the construction of the Lot as planned and the City should install 2 new meter units) *</i>	113	(\$22,000)	\$124,481	\$351,442	113	113	113
17 CITY MUNICIPAL LOT EXPANSION PROJECT PHASE II <i>(Reclaim/Relocate existing ROSI green space at City Hall Lot to make way for the expansion of existing lot to the south)</i>	-----	TBD					
CITY MUNICIPAL LOT EXPANSION PROJECT PHASE II <i>(Reconfigure layover area and access drive to the Bus Depot at the Municipl Lot make way for the expansion of existing lot to the south and construct extension of City Hall Lot to the south and add 2 new meter units to control the new parking area) *</i>	134	(\$533,900)	\$83,281	(\$284,057)		81	81
18 CITY MEMORIAL DRIVE PARKING LOT PROJECT <i>(Acquire and razed existing shopping plaza, consolidate land with City land to the north, construct surface lot and install 2 new meters - Land cost and building demolition not included in construction figure) *</i>	125	(\$373,930)	TBD				125
Public/Private Partnerships					367	367	703
19 SACKMAN 700 BANGS AVENUE PARKING LOT PROJECT <i>(Approve and authorize SACKMAN to reuse and construct parking facility for "Reserved Tenant Only" parking)</i>	139	\$470,000					
20 SACKMAN 607 MATTISON AVENUE PUBLIC PARKING LOT PROJECT <i>(Approve and authorize SACKMAN temporarily use and operate the existing lot as a pay public lot)</i>	104				54	54	
21 CITY/SACKMAN 607 MATTISON AVENUE PUBLIC PARKING GARAGE PROJECT <i>(Approve and authorize SACKMAN to construct and operate a ±400-space public/private parking garage)</i>	401	\$11,907,500					153
22 ISTAR 1601 OCEAN DRIVE PUBLIC PARKING LOT PROJECT <i>(Approve and authorize ISTAR to construct and operate a public parking lot)</i>	313	\$611,660			313	313	313
23 ISTAR 110 FIRST STREET PUBLIC PARKING LOT PROJECT <i>(Approve and authorize ISTAR to construct and operate a public parking lot)</i>	141	\$320,663					141
24 ISTAR 1401 KINGSLEY STREET PUBLIC PARKING LOT PROJECT <i>(Approve and authorize ISTAR to construct and operate a public parking lot)</i>	96	\$216,328					96

* Denotes the installation of Multi-Space Parking Meters

PARKING PROGRAM ENHANCEMENTS

- 1 **Hire Parking Utility Manager & Assistant For Program Admin/Coordination:** This item is the first and most important action on the list. Completion of this task should also yield immediate dividends. It is assumed that a Program Manager and an administrative assistant will cost the City approximately \$135,000 in salaries and benefits. Without a qualified manager in place to get the agenda started it's likely that the City will have difficulty and probably experience numerous and delays and setback in its efforts to get some of this most doable tasks accomplished. ***The action should be untaken and completed in 2015.***
- 2 **Pass Legislation Authorizing Parking Rate Increase:** The political and legislation process that has to be followed for modify parking rates and regulation can often long and arduous. Principle decision-makers need to clearly understand and buy into the significance, rationale and benefits connected with the change – if not, ill-founded compromises can critically undermine and dramatically lessen hope for financial gains and desired parking behavior shifts. Using average annual parking transaction and revenue statistics from 2014 DESMAN made was able to estimate that the previous discussed rate increases will generated over \$900,000 an annual revenue (i.e. approximately \$402,750 from the meter rate increase and \$500,000 from the rate increase and rules changes to the on-street permit parking program). Over the next three years the revenue gains from these proposed rate increases will be sufficient to fully fund several projects and program expenditures recommended for implementation within the same timeframe. ***The action should be untaken and completed in 2015.***
- 3 **Revise Applicant Eligibility & User Privileges for the On-Street Permit Program:** It is DESMAN's assessment that the City's on-street permit parking program needs to be completely revamped as soon as possible. A 2014 review of permit sales records showed evidence that, at least among the buyers of residential permits in the CBD district, that the purchase of \$30.00 permits is often supplemental to already secured parking accommodations rather than as an only option to finding a parking place near their residence particularly. Permits are have been purchased by residents who already have off-street parking, so when they have guests they can have their guest park in their off-site parking place while they use their permit to occupy an on-street space without incurring hourly meter charges. The current \$30.00 price for a year-long on-street parking permit is an offer that is hard to refuse, even when one already has off-street parking. It seems that the more downtown residents come understand the benefits of having a permit the demand for and sales of the permits continue to grow. First eligibility requirements should be developed, the application process and recordkeeping needs to be refined so key information and data can be easily retrieved and analyzed and the current permit rates should be increased to be closer to market value. When these initiatives are completed the demand for on-street parking permits should decline and revenue from the program should grow. While the targeted rate increase for the program noted on **Table 26** could be phased in of two years doing so will probably not produce the desired reduction in permits sales and projected program income gains the changes are intended to achieve. DESMAN's prediction as to how these recommended program changes and rate increase will impact permit sales and program income can be found on **Table 27**. ***The action should be untaken and completed in 2015.***
- 4 **Study On-Street Valet Program Feasibility:** While is believed that a valet program could prove to be beneficial in downtown district of Asbury Park, work on this initiative needs to postponed until implementation years 2 or 3 after some of the projects to expand the off-street parking supply have been successfully completed. In the interim City, in conjunction with a group of interested business owners, should invite one or more valet companies to an exploratory

planning session in order gain more insight about how such a program could be established in the downtown area. Usually local valet companies are more than willing to engage in preliminary discussion about how to tailor a program to suite the parking unique needs and circumstances in Asbury Park. ***The action should be untaken and completed in 2016 or 2017.***

- 5 **Private Parking Lot Licensing Fees, Operating Rules & Signage:** DESMAN has assumed that a \$1.00 per space annual licensing fee will generate approximately \$2,000. ***The action should be untaken as the first privately operated public parking facility project is approved in 2015 or 2016.***
- 6 **Develop Parking Program Web-Site:** ***The action should be untaken as the first privately operated public parking facility project is approved in 2015 or 2016.***
- 7 **Establish Interdepartmental Contract W/ Police:** The action needs to be made a part of a large effort to improve and standardize parking enforcement and meter collection practices, procedures and deployment. Base a review of parking citation issuance in 2014 it does not appear the current complement of personnel are devoting sufficient attention to the enforcement of the metered parking spaces in downtown and waterfront areas. During the month of August in 2014, when over 5,000 meter parking transactions incurred per day the Police enforcement unit comprised of two or three officers each hour of the day between 9:00AM and 12:00AM managed to write 89 parking citations having to do with parking violations at metered spaces. By entering into a formal interdepartmental contract for a group dedicated parking enforcement officers focused solely on the CBD and waterfront areas, over looked violations and non-complaint parking behaviors can be kept in check, citation revenue which goes to the general fund will be increased and meter revenue generation will likely increase. Moreover, the costs to properly staff and manage the program will be properly documented as legitimate program expense, in case out-sourcing this program responsibility ever become a necessary program change. ***The action should be untaken and completed in 2015.***
- 8 **Establish Interdepartmental Contract W/ DPW:** To often true and legitimate program responsibilities are neglected or poorly performed because other municipal agencies providing the services are underfunded. An interdepartmental contract detailing the scope of repair and maintenance services to be provided to the Parking Utility will enable the program manager to have some control of the maintenance and upkeep of the parking assets. ***The action should be untaken and completed in 2015.***
- 9 **Specify & Procure New Enforcement Equipment:** New enforcement technology will offer improved efficiency, minimize unit down time, offer newer features and allow for faster real-time communications and data transfers. It is estimated that this project could cost approximately \$50,000. ***The action should be untaken and completed in 2016 or 2017.***
- 10 **Establish City Employee & Departmental Vehicle Parking Policy:** Every effort should be made reduce the number of City employees and vehicles that occupy parking spaces at the City Hall lot to create space availability for the general public. The City's official use of the main lot should be reduced to key administrators, elected officials, judges, and police personnel and other departmental staff that regularly require and access to their vehicle to perform their job during business hours. ***The action should be untaken and completed in 2015.***

CAPITAL IMPROVEMENT PROJECTS

The following Capital Improvement Projects can be acted upon whenever the City decides to do so. While funding may be viewed as an immediate impediment, the sooner the projects are undertaken and completed the quicker the some of them will become revenue-generating assets.

- 11 **Takeover State's Bangs Garage/Lot Operations & Install New PARCS:** The City's Use and Occupancy Agreement specifically gives the City the right to manage and facilitate the optimal use of the Bangs Avenue Garage. The procurement and installation of new Parking Access & Revenue Control equipment will allow the City to remotely monitor and presence on monthly parkers in the garage and make the surplus capacity available to transient parkers whenever practical. The City's agreement with the State should be expanded to include the control of the 18-space surface parking during evening and weekend hours. Together these two facilities will enable the City to offer 24/7 monthly parking permit space to 72 CBD residents that lack off-street parking and who are mostly likely on-street parking permit holders. Another 90 spaces inside the garage could also be offered to CBD residents, but with the stipulation that their access would have to be restricted to the hours between 6:00PM and 7:00AM on weekdays and all day on Saturdays and Sundays. Similarly, the usage of 18-space surface lot, which would also have to be restricted to the hours between 6:00PM and 7:00AM on weekdays and all day on Saturdays and Sunday, could be entirely devoted to accommodating CBD employees that have purchased an on-street parking permit. The fully automated cashiering capability of the PARCS equipment would also make it possible for the City to make some the same 90 spaces inside the garage available to serve transient parkers. The installation of the PARCS equipment is estimated to cost no more than \$75,000. ***The action should be untaken and completed in 2015.***
- 12 **City Municipal Lot Expansion Project Phase I:** This project, which involves the construction of a 21-space VIP Lot to the north and west of the Council Chamber building and the repaving, restriping and the installation of new signage and multi-space parking meters, is estimated to cost approximately \$236,887. The existing capacity of the lot will be increased, 40 spaces can be reserved during City business hours for key City staff and City vehicles and 157 spaces can be made available to general public. The meters can either be made operable after or during City business hours. The annual meter revenue generation estimate of approximately \$121,000 is based on the lot usage after business hours and throughout the weekends. Consequently the projected annual earnings from the lot are expected more pay for the projects within 3 years. ***The action should be untaken and completed in 2015.***
- 13 **City Rail Transit Station Lot Project:** This project, which involves the repaving, restriping and the installation of new signage and 2 multi-space parking meters, is estimated to cost approximately \$142,000. An estimated 87 spaces will be delineated and made available for transient parkers and rail transit customers. Part of the lot could also be signed for City employee parking during weekday business hours. DESMAN estimates that only approximately \$26,300 could be generated annually by the meters. There is no urgency to complete this project immediately as City employees could be forced the parking lot within completing the recommend site improvements. ***The timing for undertaking this project is optional.***
- 14 **City Main Street Meter Project:** This project, which involves the installation of approximately 19 multi-space parking meter on Main Street to control an estimated 145 on-street parking spaces between Third Street and Lake Avenue, is estimated to cost approximately \$209,000. DESMAN estimates that project will generated nearly \$74,000 annually. The revenue generation

from the improvement will be sufficient to pay for the cost of equipment installation within 3 years. ***The action should be untaken and completed in 2015.***

- 15 **City/iStar Lake Avenue Parking Lot Project-Scheme B:** This project is perhaps the most pivotal project undertaking that lies before the City. The City should work with iStar to establish a temporary off-street parking lot at the site as soon. The establishment of this temporary parking lot will quickly provide desperately needed parking for the CBD district. Although use of the entire city block for temporary parking, is shown as Scheme A on **Exhibit 28**, would yield approximately 356 parking spaces, it is recommended that the City either seek to lease only the southern half of the block from iStar to complete the 191-space Scheme B layout for lot also shown on **Exhibit 28**. The lot should be leased for three to five years or ideally until the iStar decides to develop the 170 condominium units with parking at the site as specified in the Master Development Plan. The site improvements should include asphalt paving and striping, but landscaping and lighting should be kept to a minimum and only be installed around the perimeter of the lot. The project is estimated to cost approximately \$603,000 to complete. With the installation of two multi-space parking meters at the site DESMAN projects that the lot will annually generate \$198,000 which would nearly cover the cost of the site improvements and meter equipment after 3 years of operations. ***The action should be untaken and completed in 2015.***
- 16 **City/iStar Fisherman's North Beach Lot Project:** Since iStar is responsible for funding this project improvement it will be up to the City to push the developer to move forward on the project. Whenever the lot improvement is completed the City should install multi-space parking meters at the site. Two meter units should be sufficient to control the 113-space lot. DESMAN estimates that the improved lot has the potential to generate nearly \$124,000 annually.
- 17 **City Municipal Lot Expansion Project Phase II:** The timing and certainty of being able to implement the Phase II expansion of parking at the City Hall block is entirely dependent on the City being able to reclaim and relocated the Parks and Recreation land at the southwest corner of the block. Completion of this parking lot improvement is also critical to the mitigation of the prevailing parking supply deficit in the CBD district. If and when, site control can be had the City should move forward to complete this Phase II of the City Hall parking program. While the likely cost to relocate the green space area is unknown, DESMAN has estimated that the construction of the parking area, installation 2 multi-space parking meters and signage as well as the reconfiguration of the bus/taxi access and layout area will cost approximately \$533,000. DESMAN estimates that this Phase II portion of the City Hall project has the potential to annually generate approximately \$83,000. Given the time that will be required to resolve the site control challenge it might be best to initiate steps to define an approach to funding the project using General Obligation and Parking System Revenue Bond financing. The revenue generation from both Phase I and Phase II should be adequate to cover the annual debt service obligation for the Phase II portion of the project. ***The actions to secure site control and green space relocation should be untaken and completed as soon as possible so the Phase II project might be completed by 2017.***
- 18 **City Memorial Drive Parking Lot Project:** This project represents the only potential viable approach to provided off-street public parking in the Springwood District. The 212-parking spaces that would be created by the project along with the unused on-street parking along Memorial Drive and Springwood Avenue should be sufficient to satisfy the collective parking requirements of the development projects being planned in the area. However, the City would be placed at great risk if it were to initiate steps to gain control of the site before the certainty of

the proposed development projects being a certainty, the immediate and long-term financial performance of the parking lot project would still be an uncertainty. DESMAN has estimates the approximate \$404,000 would be needed to fund the parking lot improvement and the installation of at least 2 multi-space parking meters. DESMAN speculates that the cost to acquire the property and raze building could cost \$265,000 and raise the total the development cost of the project to nearly \$670,000. A project cost of this order could not be funded with parking program earnings and thus would need to be financed. Projecting the amount of annual parking revenue the project would an exercise in pure speculation because so little is known about the scope and likely success of the proposed development project. ***No actions should be taken on this project until some higher degree of certainty regarding the implementation of the proposed development projects sponsored by Asbury Jams, Asbury Development Partners and The Michael's Organization can be demonstrated.***

PUBLIC/PRIVATE PARTNERSHIPS INITIATIVES

Privately Operated Public Parking Facilities

This section of the report provides recommendations about how the City should approach the owners of these private sites and how the created off-street spaces should be controlled.

- 19 **Sackman 700 Bangs Avenue Parking Lot Project:** While it would be extremely beneficial to permit the centrally located 104-space surface lot at located at 607 Mattison Avenue to be operated as a general public pay-to-park lot, previously discussed past actions by the City Planning Board have essentially obligated the lot capacity to the residential and commercial tenancy housed in the 300 Emory Street Building, 601 Mattison Avenue Building and 550 Cookman Avenue. When these projects were completed several year ago, Sackman offered tenants off-street parking privileges at the lot for a monthly fee of \$100.00. Rather than pay Sackman's per month, the majority of the tenants have instead opted to purchase one or more on-street parking permits from the City for an annual fee of \$30.00.

Through a review of the City's 2014 sales of on-street parking permits to CBD residents it was determined that 94 residents from the three redeveloped Sackman buildings collectively purchased 114 CBD resident parking permits and 5 guest parking permits. Fifty-five residential tenants at the Emory Building purchased 75 permits, thirty-three residential tenants at the 550 Cookman Avenue Building purchased 38 permits and six tenants at 601 Mattison Avenue Building purchased 7 permits. Some of the tenants in each of the buildings purchase two, three and even four on-street parking permits. The same buildings respectively contain 63, 31 and 18 residential units. It is impossible to estimate many of these tenants would have obtained a monthly parking permit at 607 Mattison Avenue Lot for \$100 per month had not the City offered below-market priced on-street permits, the current fact is that most of the parking space capacity at this site is underutilized even though the lot is located in the heart of the CDB area.

Despite the fact that Sackman recently reported that approximately 75% of the lot capacity is currently unused, the City Planning Board cannot take any action to resend, nor counter, the approved parking stipulations for the three development projects unless the original code specified parking requirements can be transferred to another unencumbered CBD site(s). ***The City make approval of the proposed parking facility project at 770 Bangs Avenue contingent upon Sackman Enterprises providing evidence that the created spaces will used accommodate current Sackman residential tenants that are without off-street parking and are presently on-street parking permit holders.***

- 20 Sackman 607 Mattison Avenue Public Parking Lot Project:** The current use and status of the site as a parking lot is based on actions taken by the City's Planning Board in support of three previously proposed and now completed Sackman Enterprises mixed-use developments. The City Planning Board approved the use of the 607 Mattison Avenue site as a 104 space surface parking lot to partially satisfy parking code requirements of three nearby downtown buildings that Sackman has proposed as mixed-use developments, namely the 300 Emory Building, the 550 Cookman Avenue Building and the 601 Mattison Avenue Building. To fully satisfy the overall parking requirement of the three buildings, the City also approved the establishment of two other off-street parking lots located at 527 Bangs Avenue (29 spaces) and at 545 Lake Avenue (51 spaces).
- 21 City/Sackman 607 Mattison Avenue Public Parking Garage Project:** The 607 Mattison Avenue site has potential to accommodate a mixed use development project that could include a ±400 parking garage. It should be assumed that close to 250 spaces in the structure would be needed to accommodate new residential tenants on-site and residential tenants from other Sackman owned properties in the area that do not have off-street parking. Consequently, a net gain of approximately 150 general public parking spaces would be realized from the project and, just as significant, a large share of downtown residents would no longer need to consume the scarce supply of on-street spaces as permit holders. *The City should begin the process of re-establishing a development agreement with Sackman Enterprises which defines funding and operating framework for the development project at the site the will include at least 400 parking space. At least 150 spaces should made be permanently accessible to the general public.*
- 22 iStar 1601 Ocean Drive Public Parking Lot Project:** This project is estimated to yield approximately 313 new general public parking spaces. It is recommended that the City approve the development of this surface lot on a temporary basis. This additional off-street parking supply will support special event programming at the Convention Hall and Grande Arcade. *The action should be untaken and completed on a time lime of iStar's choosing.*
- 23 iStar 110 First Street Public Parking Lot Project:** This ±141-space surface parking lot that iStar is seeking to develop in the interim prior to the housing project does not appear to be necessary to support the current amount of commercial land uses in the immediate vicinity. *The City should postpone its approval of this interim off-street parking lot use until Madison-Marquette, in conjunction with the master developer, commits to proceed with additional commercial development at or in the vicinity of the Casino, Carousel House or Power House at the southern end of the waterfront.*
- 24 iStar 1401 Kingsley Street Public Parking Lot Project:** This 1401 Kingsley Street (i.e. Block 4205) is estimated to yield approximately 96 new general public parking spaces, however the spaces provided by this project are not needed at present. *The City should postpone its approval of this interim off-street parking lot use until Madison-Marquette, in conjunction with the master developer, proposed project plans that justify the need for interim off-street parking spaces in this vicinity.*

Tables 29, 30 and 31 provides a list of important projects and program initiative that the City of Asbury Park should focus on over the next two years.



Comprehensive Parking Management Plan
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Table 29 Parking Program Implementation Time frame Summary

Priority Projects 2015	Key Steps	Estimated Duration of Task	PROJECT COMPLETE
1 HIRE PARKING UTILITY MANAGER & ASSISTANT FOR PROGRAM ADMIN/COORDINATION	Define organizational placement of employees as being aligned with the City Manager's Office	1 month	4 months (July 2015)
	City Council authorization & budget to create & fill Parking Manager and Administrative Assistant position as Special Project Unit of the City Manager's Office	2 month	
	Solicit, Interview & Hire Qualified Job Applicants	2 months	
11 CITY TAKEOVER STATE'S BANGS GARAGE/LOT OPERATIONS (<i>Install new PARCS Equipment</i>)	Negotiation the takeover of the Bangs Street Garage from the State	3 months	6 months (July 2015)
	Draft Parking Access & Revenue Control Equipment bid specifications, procure and install new automated parking equipment in garage	2 months	
	Work with the State to re-affirm the counts of State vehicles and State employees that will require business hour and 24-hour parking inside the garage and require all other current non-state affiliated garage permit parkers to reapply for monthly garage parking permit. Downtown residents applying for a garage parking permit should be give preference over non-residents.	1 month	
	Establish access control procedures for validating parking by visitors to the State office building	1 month	
	Devise new revenue reporting practices and procedures	1 month	
	Devise daily property and equipment maintenance procedures to be performed by DPW.	1 month	
2 PASS LEGISLATION AUTHORIZING PARKING RATE INCREASE (<i>Applicable to the 2,213 Existing Meter Spaces</i>)	City Council approval of parking meter rate increases	2 months	3 months (June 2015)
	Have Integrated Technologies Systems reprogram meters and devise appropriate change to revenue reporting	1 month	
	Public Notifications concerning Rate Increases	1 month	
	Brief enforcement officers on New Rate regulations	1 month	
	Verify accuracy of rate change executions	2 weeks	
3 REVAMP ON-STREET PERMIT PROGRAM (<i>Rate Increases, Eligibility Requirements, User Rules & Privileges</i>)	Suspend sales of all annual on-street parking permits and only offer 90-day on-street permits	1 month	3 months (June 2015)
	City Council approval of parking permit rate increases and user regulations	4 months	
	Have Integrated Technologies Systems reprogram meters and devise appropriate change to revenue reporting	2 months	
	Notify all permit holders of need to re-apply for permits	1 month	
	Order and distribute permit holder ID cards	2 month	
	Brief enforcement officers on New Rate regulations	1 month	
	Verify accuracy of rate change executions	2 weeks	
4 ESTABLISH CITY EMPL. & DEPART. VEHICLE PARKING POLICY	Require all City Department Heads, Council Members, City vehicles and employees that need or desire regular parking privileges at the City Lot to submit an application for an on-site parking permit.	2 weeks	2 months (May 2015)
	Designated and sign selected spaces for reserved and non-reserved parking for official City use during normal business hours and on a 24/7 basis.	1 month	
	Brief enforcement officers on New Rate regulations	1 month	
7 ESTABLISH INTERDEPARTMENTAL CONTRACT W/ POLICE (<i>CBD/WF Meter Enforcement & Collections</i>)	Develop interdepartmental agreement governing the staffing commitment, daily deployment, and performance of enforcement unit and establish a budget for the services provided on a seasonal/annual basis.	2 month	2 months (October 2015)
	Establish a routine for monitoring the department's performance at first on a bi-weekly basis.	2 month	

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Table 30 Parking Program Implementation Time frame Summary (continued)

Priority Projects 2015	Key Steps	Estimated Duration of Task	PROJECT COMPLETE
8 ESTABLISH INTERDEPARTMENTAL CONTRACT W/ DPW <i>(Meter & Facility Maintenance/ Repairs)</i>	Develop interdepartmental agreement governing the staffing commitment, daily/monthly and as needed maintenance, groundskeeping, snow plowing, repair services to be provided by DPW and establish a budget for the services provided on a annual basis.	1 month	3 months (October 2015)
	Establish a routine for monitoring the department's performance at first on a bi-weekly basis.	1 month	
13 CITY RAIL TRANSIT STATION LOT PROJECT <i>(Repave, Restripe and install 2 new meter units) *</i>	Solicit construction bid proposals and select a contractor to complete the required project.	3 months	3 months (June 2015)
5 PRIVATE PARKING LOT LICENSING FEES, OPERATING RULES & SIGNAGE STANDARDS	If, and after, the City Plan Board authorizes the operations of Public Parking Facilities as a "Principal Permitted Land Use", draft legislation requiring such facility operators to annual pay a City Licensing Fee.	3 months	3 months (June 2015)
6 DEVELOP PARKING PROGRAM WEB-SITE <i>(Fac./Meter Rules, Rate info, Citation Appeals/Payments, Maps, etc.)</i>	Develop and refine parking program information for inclusion in the Web-Site and work with City IT specialist to develop and activate the site.	3 months	3 months (June 2015)
11 CITY TAKEOVER STATE'S BANGS GARAGE/LOT OPERATIONS <i>(Install new PARCS Equipment)</i>	Seek approval of a new rate structure for both month and transient parkers in the Bangs Avenue Garage.	1 month	5 months (August 2015)
	Work with the State to verify all current parking permit holders that are authorized to parking in the garage.	4 months	
	Require all non-State affiliated parking permit holders to re-apply for monthly parking privileges at he garage.	2 months	
	Explore the the legality of offering monthly permit parking permits to only local downtown residents that can prove that lack an off-street parking place.	1 month	
	Develop new permit holder parking rules.	2 month	
	Retain a consultant to assist in drafting bid specifications for the Parking Access & Revenue Control System.	1 month	
	Solicit equipment bids and complete the procurement and installation of new equipment.	2 weeks	
12 CITY MUNICIPAL LOT EXPANSION PROJECT PHASE I <i>(Construct 21-space VIP Lot and re-surface, re-strip and install 2 new meter units at the existing lot)</i>	Hire an A/E firm to complete construction documents for the construction of surface parking lot Improvements.	3 months	6 months (October 2015)
	Solicit construction bid proposals and select a contractor to complete the required project.	2 months	
14 CITY MAIN STREET METER PROJECT <i>(Install approximately 19 new meter units on Main Street from Third Avenue to Lake Avenue) *</i>	Explore whether new parking meter pay stations can still be purchased under the City's last contract with ITS or seek new pricing from the same vendor for the acquisition and installation of the new meters.	4 months	4 months (July 2015)
15 CITY/iSTAR LAKE AVENUE PARKING LOT PROJECT- Scheme B <i>(Lease half of City Block at 407 Lake Avenue i.e. Block 3103 from iSTAR. Construct an interim public lot and install 2 new meters and signage) *</i>	Enter into a land lease with iStar to develop the southern half of the block 3101 at 407 Lake Avenue.	2 months	4 months (July 2015)
	Hire an A/E firm to complete construction documents for the construction of an interim surface parking lot.	3 months	
	Procure and install parking meters at the site. Expand enforcement coverage to the lot.	2 months	
	Expand enforcement coverage to the lot.	2 weeks	

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Table 31 Parking Program Implementation Time frame Summary (continued)

Priority Projects 2015	Key Steps	Estimated Duration of Task	PROJECT COMPLETE
16 CITY/ISTAR FISHERMAN'S NORTH BEACH LOT PROJECT (<i>ISTAR is responsible for funding the construction of the Lot as planned and the City should install 2 new meter units</i>) *	Solicit construction bid proposals and select a contractor to complete the planned parking lot improvements.	2 month	4 months (July 2015)
	Authorize the purchase and installation of parking meter pay stations at the lot when construction is complete.	1 month	
	Expand enforcement coverage to the lot.	2 weeks	
Priority Projects 2016	Key Steps	Estimated Duration of Task	PROJECT COMPLETE
9 SPECIFY & PROCURE NEW ENFORCEMENT EQUIPMENT	Begin researching the latest enforcement technologies and applications.	2 months	12 months (April 2016)
	Invite equipment vendors to present their hardware and software offerings.	3 months	
	Retain a consultant to assist in drafting bid specifications for the equipment and software procurement.	4 months	
	Solicit equipment bids and complete the procurement of new equipment.	5 months	
4 PILOT VALET PROGRAM	Benchmark the organization of similar valet programs operated in comparable communities.	2 months	12 months (May 2016)
	Host meeting an exploratory meeting with interested local businesses to gauge interest and program needs.	1 month	
	Draft ordinances and program regulations for City Council approval.	3 months	
	Solicit interest for valet companies in the regional and solicit operating proposals from them.	2 months	

Prepared by DESMAN

APPENDIX

PARKING PROJECT DEVELOPMENT COST ESTIMATES

The project cost tables on the follow pages provided to give the City an order of magnitude estimate of what it might take to develop several of the parking projects referenced earlier in this report. The selected projects are those identified by DESMAN that City of Asbury might wish to undertake on its own or in partnership with a private ownership entity. Financing cost have been omitted from the projects that have been estimated to be developed for \$600,000 or less because it has been assumed that these projects could possibly be funded with parking program income over three year period. For these lesser cost projects, we have included an annual per space revenue-generation target that would to be realized to recover the development cost over a three year period. For the more costly parking garage development projects we have included estimates of the probable annual debt service obligation for the development that the City might have to take on. It has been assumed that these project would be financed using municipal bond funds. The projects involving bond financings also include an estimate for annual per space operating cost for the facilities.

CITY HALL PARKING LOT IMPROVEMENT PROJECT PHASE I (197 Spaces)

EXHIBIT 18: SCHEME A (North Lot & VIP Lot)

ESTIMATE OF PROBABLE DEVELOPMENT AND FINANCING COST

PARKING FACILITY DESCRIPTION

RAMP: Two Bay/Single Helix Structure/Three Supported Parking Levels

21 VIP Lot- New Construction

176 North Lot - Repaving, New Curbs & Striping Existing Existing Lot

197 TOTAL PROJECT PARKING SPACES

DEVELOPMENT COST:

Construction Cost	Spaces	Aproximate Cost Per Space	Cost Per SF	
New Construction	21	\$3,012	\$8.00	\$63,256
Repaved, Curbing & Striped	176	\$987	\$3.00	\$173,631
Hard Construction Cost	197			\$236,887
Construction Contingency 5% Cost				\$11,844
Professional Fees				
Architectural/Engineering	5.0%			\$11,844
Construction Management, etc.	8.0%			\$18,951
Parking Equipment				
Multi-Space Meters (2)				\$30,000
Site Assembly				
Land Acquisition Cost Estimate				\$0
Total Development Cost				\$309,580
Per Space Cost Recovery Revenue Target (based on 36-month pay-off)				\$43.64
Per Space Per Day Cost Recovery Revenue Target (based on 30 days per month & 36-month pay-off)				\$1.45

CITY HALL PARKING LOT IMPROVEMENT PROJECT PHASE II (134 Spaces)

EXHIBIT 18: SCHEME A (South Lot & Bus/Taxi Area reconfiguration)

ESTIMATE OF PROBABLE DEVELOPMENT AND FINANCING COST

PARKING FACILITY DESCRIPTION

RAMP: Two Bay/Single Helix Structure/Three Supported Parking Levels

134 South Lot - New Construction

0 Bus & Taxi Layover Area Reconfiguration

134 TOTAL PROJECT PARKING SPACES

DEVELOPMENT COST:

Construction Cost	Spaces	Aproximate Cost Per Space	Cost Per SF	
New Construction	134	\$2,479	\$8.00	\$332,144
Bus/Taxi Access & Turnaround			\$3.00	\$94,932
Hard Construction Cost				\$427,076
Construction Contingency 5% Cost				\$21,354
Professional Fees				
Architectural/Engineering	5.0%			\$21,354
Construction Management, etc.	8.0%			\$34,166
Parking Equipment				
Multi-Space Meters (2)				\$30,000
Site Assembly				
Land Acquisition Cost Estimate				\$0
Total Development Cost				\$533,900
Per Space Cost Recovery Revenue Target (based on 36-month pay-off)				\$110.68
Per Space Per Day Cost Recovery Revenue Target (based on 30 days per month & 36-month pay-off)				\$3.69



CITY HALL PARKING LOT IMPROVEMENT PROJECT (250 Spaces)

EXHIBIT 19 SCHEME B (North Lot, VIP Lot & Transit Station Lot Improvements)

ESTIMATE OF PROBABLE DEVELOPMENT AND FINANCING COST

PARKING FACILITY DESCRIPTION

RAMP: Two Bay/Single Helix Structure/Three Supported Parking Levels

- 21 VIP Lot - New Construction
- 176 North Lot - Repaving, New Curbs & Striping Existing Existing Lot
- 53 Transit Center Lot - Repaving, New Curbs & Striping Existing Existing Lot

250 TOTAL PROJECT PARKING SPACES

DEVELOPMENT COST:

Construction Cost	Spaces	Aproximate Cost Per Space	Cost Per SF	
New Construction	21	\$3,012	\$8.00	\$63,245
Repaved, Curbing & Striped	176	\$822	\$3.00	\$144,693
Repaved, Curbing & Striped	53	\$1,358	\$4.00	\$72,000
Hard Construction Cost	197			\$279,938
Construction Contingency 5% Cost				\$13,997
Professional Fees				
Architectural/Engineering	5.0%			\$13,997
Construction Management, etc.	8.0%			\$22,395
Parking Equipment				
Multi-Space Meters (4)				\$60,000
Site Assembly				
Land Acquisition Cost Estimate				\$0
Total Development Cost				\$390,300
Per Space Cost Recovery Revenue Target (based on 36-month pay-off)				\$43.37
Per Space Per Day Cost Recovery Revenue Target (based on 30 days per month & 36-month pay-off)				\$1.45

700 BANGS AVENUE PARKING GARAGE/LOT IMPROVEMENT PROJECT (139-Spaces)

EXHIBIT 20: (Sackman Parking Garage/Lot Project)

ESTIMATE OF PROBABLE DEVELOPMENT AND FINANCING COST

PARKING FACILITY DESCRIPTION

UNDERGROUND PARKING STRUCTURAL SLAP LID & GRADE LEVEL LOT:

102 Upper

37 Lower

139 TOTAL PROJECT PARKING SPACES

DEVELOPMENT COST:

Construction Cost	Spaces	Aproximate Cost Per Space	Cost Per SF	
Upper	102	\$2,626	\$8.00	\$267,832
Lower	37	\$4,000	\$5.00	\$66,892
Hard Construction Cost				\$334,724
Construction Contingency 5% Cost				\$16,736
Professional Fees				
Architectural/Engineering	5.0%			\$16,736
Construction Management, etc.	8.0%			\$26,778
Parking Equipment				
Access Control Equipment				\$75,000
Site Assembly				
Land Acquisition Cost Estimate				\$0
Total Development Cost				\$470,000
Per Space Cost Recovery Revenue Target (based on 36-month pay-off)				\$94
Per Space Per Day Cost Recovery Revenue Target (based on 30 days per month & 36-month pay-off)				\$3.13

607 MATTISON AVENUE PARKING GARAGE IMPROVEMENT PROJECT (401-Spaces)

EXHIBIT 21: (Sackman Parking Garage Project)

ESTIMATE OF PROBABLE DEVELOPMENT AND FINANCING COST

PARKING FACILITY DESCRIPTION

RAMP: Two Bay/Single Helix Structure/Three Supported Parking Levels

401 Ramp Spaces (120 X 189)

401 TOTAL PROJECT PARKING SPACES

DEVELOPMENT COST:

Construction Cost	Spaces	Aproximate Cost Per Space	Cost Per SF	
Parking Ramp	401	\$19,501	\$60.00	\$7,820,000
Retail		\$4,000	\$30.00	\$127,000
Hard Construction Cost				\$7,947,000
Construction Contingency 5% Cost				\$397,350
Professional Fees				
Architectural/Engineering	5.0%			\$397,350
Construction Management, etc.	8.0%			\$635,760
Parking Equipment				
Access & Revenue Control				\$100,000
Site Assembly				
Land Acquisition Cost Estimate				
Total Development Cost				\$9,477,500
Less: Construction Fund Earnings Credit @ 1.5%				\$63,000
Less: Equity Contributions TBD				\$0
Principal to be Financed				\$9,414,500
FINANCING COST:				
Cost of Issuance	3% of Issue			\$357,000
Debt Service Reserve Obligation				\$1,068,000
Capitalized Interest - 12 months				\$1,068,000
Total Development Cost				\$11,907,500
DEBT SERVICE:				
Principal				\$11,907,500
Rate				7.50%
Term				25
Annual Level Debt Service Payment				\$1,068,000
Debt Service Reserve Fund Earning				\$48,100
Adjusted Annual Debt Service Obligation				\$1,019,900
Annual Revenue Target Per plus \$250 per space O/M				\$2,793



637 LAKE AVENUE PARKING GARAGE IMPROVEMENT PROJECT (190-Spaces)

EXHIBIT 22: (VFW Parking Garage/Lot Project)

ESTIMATE OF PROBABLE DEVELOPMENT AND FINANCING COST

PARKING FACILITY DESCRIPTION

RAMP: Two Bay/Single Helix Structure/Three Supported Parking Levels

190 Ramp Spaces

190 TOTAL PROJECT PARKING SPACES

DEVELOPMENT COST:

Construction Cost	Spaces	Aproximate Cost Per Space	Cost Per SF	
Parking Ramp	190	80,351	\$65.00	\$5,223,000
Retail		18,000	\$30.00	\$540,000
Hard Construction Cost				\$5,763,000
Construction Contingency 5% Cost				\$288,150
Professional Fees				
Architectural/Engineering	5.0%			\$288,150
Construction Management, etc.	8.0%			\$461,040
Parking Equipment				
Access & Revenue Control				\$100,000
Site Assembly				
Land Acquisition Cost Estimate				\$1,750,000
Total Development Cost				\$8,650,300
Less: Construction Fund Earnings Credit @ 1.5%				\$45,000
Less: Equity Contributions TBD				\$0
Principal to be Financed				\$8,605,300
FINANCING COST:				
Cost of Issuance	3% of Issue			\$327,000
Debt Service Reserve Obligation				\$977,000
Capitalized Interest - 12 months				\$977,000
Total Development Cost				\$10,886,300
DEBT SERVICE:				
Principal				\$10,886,300
Rate			7.50%	
Term			25	
Annual Level Debt Service Payment				\$977,000
Debt Service Reserve Fund Earning				\$44,000
Adjusted Annual Debt Service Obligation				\$933,000
Annual Revenue Target Per plus \$250 per space O/M				\$5,161

CITY TRANSIT PARKING LOT IMPROVEMENT PROJECT (87-Spaces)

EXHIBIT 23: (City Owned Transit Station Lot Project - 200 Memorial Drive)

ESTIMATE OF PROBABLE DEVELOPMENT AND FINANCING COST

PARKING FACILITY DESCRIPTION

LOT : Surface parking 200 Memorial Drive Block 608

87 Lot Spaces

87 TOTAL PROJECT PARKING SPACES

DEVELOPMENT COST:

Construction Cost	Spaces	Approximate Cost Per Space	Cost Per SF	
Repaved, Curbing & Striped	87	\$1,292	\$3.00	\$112,428
Hard Construction Cost				\$112,428
Construction Contingency 5% Cost				\$0
Professional Fees				
Architectural/Engineering	5.0%			\$0
Construction Management, etc.	8.0%			\$0
Parking Equipment				
Multi-Space Meters (2)				\$30,000
Site Assembly				
Land Acquisition Cost Estimate				\$0
Total Development Cost				\$142,400
Per Space Cost Recovery Revenue Target (based on 36-month pay-off)				\$45.47
Per Space Per Day Cost Recovery Revenue Target (based on 30 days per month & 36-month pay-off)				\$1.52

100 MEMORIAL DRIVE PARKING LOT PROJECT (212-Spaces)

EXHIBIT 24: (Memorial Shopping Plaza Lot Project - 100 Memorial Drive)

ESTIMATE OF PROBABLE DEVELOPMENT AND FINANCING COST

PARKING FACILITY DESCRIPTION

LOT : Surface parking 100 Memorial Drive Block 608

125 Lot Spaces

125 TOTAL PROJECT PARKING SPACES

DEVELOPMENT COST:

Construction Cost	Spaces	Approximate Cost Per Space	Cost Per SF	
New Construction	125	\$2,991	\$6.00	\$373,930
Hard Construction Cost				\$373,930
Construction Contingency 5% Cost				\$18,697
Professional Fees				
Architectural/Engineering	5.0%			\$18,697
Construction Management, etc.	8.0%			\$29,914
Parking Equipment				
Multi-Space Meters (4)				\$60,000
Site Assembly				
Land Acquisition Cost Estimate				\$1,200,000
Plaza Building Demolition				\$85,000
Total Development Cost				\$1,786,200
Less: Construction Fund Earnings Credit @ 1.5%				\$3,000
Less: Equity Contributions TBD				\$0
Principal to be Financed				\$1,783,200

FINANCING COST:

Cost of Issuance	3% of Issue	\$65,000
Debt Service Reserve Obligation		\$167,000
Capitalized Interest - 12 months		\$167,000
Bond Issue Size (Assumes Project to be Tax Exempt)		\$2,182,200

DEBT SERVICE:

Principal	\$2,182,200
Rate	5.75%
Term	25
Annual Level Debt Service Payment	\$167,000
Debt Service Reserve Fund Earning	\$7,500
Adjusted Annual Debt Service Obligation	\$159,500
Annual Revenue Target Per plus \$100 per space O/M	\$1,376

100 MEMORIAL DRIVE PARKING GARAGE PROJECT (379-Spaces)

EXHIBIT 25: (Memorial Shopping Plaza -Parking Garage Project - 100 Memorial Drive)

ESTIMATE OF PROBABLE DEVELOPMENT AND FINANCING COST

PARKING FACILITY DESCRIPTION

RAMP: Two Bay/Single Helix Structure/Three Supported Parking Levels

379 Ramp Spaces

379 TOTAL PROJECT PARKING SPACES

DEVELOPMENT COST:

Construction Cost	Spaces	Aproximate Cost Per Space	Cost Per SF	
Parking Ramp	379	\$17,326	\$60.00	\$6,566,400
Retail		\$19,200	\$30.00	\$576,000
Hard Construction Cost				\$7,142,400
Construction Contingency 5% Cost				\$357,120
Professional Fees				
Architectural/Engineering	5.0%			\$357,120
Construction Management, etc.	8.0%			\$571,392
Parking Equipment				
Access & Revenue Control				\$100,000
Site Assembly				
Land Acquisition Cost Estimate				\$200,000
Plaza Building Demolition				\$65,000
Total Development Cost				\$8,793,000
Less: Construction Fund Earnings Credit @ 1.5%				\$56,000
Less: Equity Contributions TBD				\$0
Principal to be Financed				\$8,737,000
FINANCING COST:				
Cost of Issuance	3% of Issue			\$321,000
Debt Service Reserve Obligation				\$817,000
Capitalized Interest - 12 months				\$817,000
Bond Issue Size (Assumes Project to be Tax Exempt)				\$10,692,000
DEBT SERVICE:				
Principal				\$10,692,000
Rate			5.75%	
Term			25	
Annual Level Debt Service Payment				\$817,000
Debt Service Reserve Fund Earning				\$36,800
Adjusted Annual Debt Service Obligation				\$780,200
Annual Revenue Target Per plus \$250 per space O/M				\$2,309

407 LAKE AVENUE PARKING LOT IMPROVEMENT PROJECT (191-Spaces)

EXHIBIT 29: SCHEME B (iStar Interim Parking Lot - Lake Avenue)

ESTIMATE OF PROBABLE DEVELOPMENT AND FINANCING COST

PARKING FACILITY DESCRIPTION

INTERIM LOT

191 Lot Spaces

191 TOTAL PROJECT PARKING SPACES

DEVELOPMENT COST:

Construction Cost	Spaces	Aproximate Cost Per Space	Cost Per SF	
Parking Lot	191	\$2,545	\$8.00	\$486,020
Hard Construction Cost				\$486,020
Construction Contingency 5% Cost				\$24,301
Professional Fees				
Architectural/Engineering	5.0%			\$24,301
Construction Management, etc.	8.0%			\$38,882
Parking Equipment				
Multi-Space Meters (2)				\$30,000
Site Assembly				
Land Acquisition Cost Estimate				\$0
Total Development Cost				\$603,500
Per Space Cost Recovery Revenue Target (based on 36-month pay-off)				\$88
Per Space Per Day Cost Recovery Revenue Target (based on 30 days per month & 36-month pay-off)				\$2.44



Comprehensive Parking Management Plan
City of Asbury Park, N.J.
 Final Report

ASBURY PARK ON-STREET PARKING SYSTEM PERFORMANCE ANALYSIS FOR 2014

	Pre-Season (Jan., Feb., Mar., Apr.)				Peak Season (May, Jun., Jul., Aug.)				Post-Season (Sep., Oct., Nov., Dec.)				Annual & Seasonal Totals/Averages			
Days Per Period	30	28	30	31	31	30	31	31	30	31	30	31	364	119	123	122
Gross Revenue	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Total	SPRING	SUMMER	FALL
Waterfront	\$30,597	\$29,986	\$48,294	\$73,307	\$145,114	\$291,301	\$357,667	\$415,851	\$157,082	\$86,043	\$50,340	\$46,780	\$1,732,361	\$182,184	\$1,209,932	\$340,245
CBD	\$35,954	\$41,509	\$61,826	\$70,349	\$80,070	\$82,306	\$98,847	\$101,605	\$74,291	\$70,002	\$63,706	\$59,330	\$839,795	\$209,638	\$362,828	\$267,329
TOTALS	\$66,551	\$71,495	\$110,119	\$143,657	\$225,184	\$373,607	\$456,514	\$517,455	\$231,373	\$156,045	\$114,046	\$106,110	\$2,572,156	\$391,822	\$1,572,760	\$607,574
% of Waterfront Rev. by Month	2%	2%	3%	4%	8%	17%	21%	24%	9%	5%	3%	3%	67%	11%	70%	20%
% of CBD Rev. by Month	4%	5%	7%	8%	10%	10%	12%	12%	9%	8%	8%	7%	33%	25%	43%	32%
% of City-Wide Rev. by Month	3%	3%	4%	6%	9%	15%	18%	20%	9%	6%	4%	4%	100%	15%	61%	24%
Total Meter Space Transactions	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Total	SPRING	SUMMER	FALL
(1,696 Meter Spaces) Waterfront	9,216	10,244	16,204	23,516	43,544	77,080	92,944	106,743	48,121	26,782	16,066	15,318	485,778	59,180	320,311	106,287
(517 Meter Spaces) CBD	17,425	19,690	29,676	33,958	37,952	39,653	47,776	49,272	36,367	34,044	30,567	28,423	404,803	100,749	174,653	129,401
(2,213 Meter Spaces) TOTALS	26,641	29,934	45,880	57,474	81,496	116,733	140,720	156,015	84,488	60,826	46,633	43,741	890,581	159,929	494,964	235,688
% of Waterfront Trans. by Month	2%	2%	3%	5%	9%	16%	19%	22%	10%	6%	3%	3%	55%	12%	66%	22%
% of CBD Trans. by Month	4%	5%	7%	8%	9%	10%	12%	12%	9%	8%	8%	7%	45%	25%	43%	32%
% of City-Wide Trans. by Month	3%	3%	5%	6%	9%	13%	16%	18%	9%	7%	5%	5%	100%	18%	56%	26%
Avg Revenue Per Transaction	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Avg	SPRING	SUMMER	FALL
Waterfront	\$3.32	\$2.93	\$2.98	\$3.12	\$3.33	\$3.78	\$3.85	\$3.90	\$3.26	\$3.21	\$3.13	\$3.05	\$3.57	\$3.09	\$3.71	\$3.17
CBD	\$2.06	\$2.11	\$2.08	\$2.07	\$2.11	\$2.08	\$2.07	\$2.06	\$2.04	\$2.06	\$2.08	\$2.09	\$2.07	\$2.08	\$2.08	\$2.07
TOTALS	\$2.50	\$2.39	\$2.40	\$2.50	\$2.76	\$3.20	\$3.24	\$3.32	\$2.74	\$2.57	\$2.45	\$2.43	\$2.89	\$2.45	\$3.13	\$2.54
Avg. Revenue Per Space	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Avg	SPRING	SUMMER	FALL
Waterfront	\$18.04	\$17.68	\$28.47	\$43.22	\$85.56	\$171.76	\$210.89	\$245.19	\$92.62	\$50.73	\$29.68	\$27.58	\$1,021	\$82	\$547	\$154
CBD	\$69.54	\$80.29	\$119.59	\$136.07	\$154.87	\$159.20	\$191.19	\$196.53	\$143.70	\$135.40	\$123.22	\$114.76	\$1,624	\$95	\$164	\$121
TOTAL	\$26.80	\$28.79	\$44.35	\$57.86	\$90.69	\$150.47	\$183.86	\$208.40	\$93.18	\$62.85	\$45.93	\$42.73	\$1,036	\$177	\$711	\$275
Avg Transactions Per Space	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Total	SPRING	SUMMER	FALL
Waterfront	5	6	10	14	26	45	55	63	28	16	9	9	286	9	47	16
CBD	34	38	57	66	73	77	92	95	70	66	59	55	783	49	84	63
TOTAL	13	14	22	28	39	56	67	75	41	29	22	21	427	19	59	28
Avg Revenue Per Day	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Avg	SPRING	SUMMER	FALL
Waterfront	\$1,020	\$1,071	\$1,610	\$2,365	\$4,681	\$9,710	\$11,538	\$13,415	\$5,236	\$2,776	\$1,678	\$1,509	\$4,759	\$1,531	\$9,837	\$2,789
CBD	\$1,198	\$1,482	\$2,061	\$2,269	\$2,583	\$2,744	\$3,189	\$3,278	\$2,476	\$2,258	\$2,124	\$1,914	\$2,307	\$1,762	\$2,950	\$2,191
TOTAL	\$2,218	\$2,553	\$3,671	\$4,634	\$7,264	\$12,454	\$14,726	\$16,692	\$7,712	\$5,034	\$3,802	\$3,423	\$7,066	\$3,293	\$12,787	\$4,980
Avg Transactions Per Day	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Avg	SPRING	SUMMER	FALL
Waterfront	307	366	540	759	1,405	2,569	2,998	3,443	1,604	864	536	494	1,324	497	2,604	871
CBD	581	703	989	1,095	1,224	1,322	1,541	1,589	1,212	1,098	1,019	917	1,108	847	1,420	1,061
TOTAL	888	1,069	1,529	1,854	2,629	3,891	4,539	5,033	2,816	1,962	1,554	1,411	2,431	1,344	4,024	1,932
Avg Rev Per Day Per Space	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Avg	SPRING	SUMMER	FALL
Waterfront	\$0.60	\$0.63	\$0.95	\$1.39	\$2.76	\$5.73	\$6.80	\$7.91	\$3.09	\$1.64	\$0.99	\$0.89	\$2.81	\$0.90	\$5.80	\$1.64
CBD	\$2.32	\$2.87	\$3.99	\$4.39	\$5.00	\$5.31	\$6.17	\$6.34	\$4.79	\$4.37	\$4.11	\$3.70	\$4.46	\$3.41	\$5.71	\$4.24
TOTAL	\$0.89	\$1.03	\$1.48	\$1.87	\$2.93	\$5.02	\$5.93	\$6.72	\$3.11	\$2.03	\$1.53	\$1.38	\$3.19	\$1.49	\$5.78	\$2.25
iStar Waterfront Lot Revenue					\$2.91	\$1.75	\$5.76	\$5.81	\$2.95							
Avg Space Turnover Per Day	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Avg	SPRING	SUMMER	FALL
Waterfront	0.2	0.2	0.3	0.4	0.8	1.5	1.8	2.0	0.9	0.5	0.3	0.3	0.8	0.3	1.5	0.5
CBD	1.1	1.4	1.9	2.1	2.4	2.6	3.0	3.1	2.3	2.1	2.0	1.8	2.1	1.6	2.7	2.1
TOTAL	0.4	0.5	0.7	0.8	1.2	1.8	2.1	2.3	1.3	0.9	0.7	0.6	1.1	0.6	1.8	0.9
2014 Pkg Citation Issuance	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Total	SPRING	SUMMER	FALL
Parking Time Violations	60	40	28	80	1,506	1,721	2,530	2,762	653	157	11	114	9,662	208	8,519	935
Street Cleaning Violations	538	527	600	509	529	529	531	625	483	480	314	445	6,110	2,174	2,214	1,722
Improper Parking Violations	1	6	10	39	79	84	137	165	9	106	3	6	645	56	465	124
Prohibited Parking Rule Violations	35	30	36	32	50	82	147	159	35	4	3	0	613	133	438	42
Hazard/Safety Violations	0	2	2	2	1	1	11	16	0	0	0	0	35	6	29	0
Handicapped Violations	0	0	1	1	5	1	2	4	0	1	0	1	16	2	12	2
TOTAL	634	605	677	663	2,170	2,418	3,358	3,731	1,180	748	331	566	17,081	2,579	11,677	2,825
Daily Enfm't vs. Daily Trans	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Avg	SPRING	SUMMER	FALL
Avg Pkg Meter Trans Per Day	888	1,069	1,529	1,854	2,629	3,891	4,539	5,033	2,816	1,962	1,554	1,411	2,431	1,335	4,023	1,936
Avg Pkg Time Viol. Citations by Day	2	1	1	3	49	57	82	89	22	5	0	4	26	2	69	8

[Print](#)

Cleveland, OH Code of Ordinances

CHAPTER 457 – PUBLIC GARAGES AND PARKING LOTS

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Cross-reference:

Municipal parking facilities, CO Ch. 455

Parking attendants to report unclaimed vehicles, CO 435.14

Statutory reference:

Off-street parking facilities, RC 717.05 et seq.

§ 457.01 License Required

No person, firm or corporation shall engage in the business of storing motor vehicles for hire in a building or a lot within the City unless and until licensed in accordance with the provisions of this chapter. As used in this chapter, the terms “parking place,” “public garage” and “parking lot” reference the business activity defined in Section 401.34 hereof.

(Ord. No. 1552-A-90. Passed 6-17-91, eff. 6-26-91)

§ 457.02 License Application

Every applicant for a license to operate a public garage or parking lot shall make application in writing to the Commissioner of Assessments and Licenses, which application shall set forth the following information:

- (a) The name and address of the applicant, and if a partnership, the names and addresses of all partners, and if a corporation, the name, date and state under which incorporated, and the names and addresses of the officers and the statutory agent;
- (b) An accurately scaled and dimensioned site plan and elevation drawing(s) showing the configuration of entrances, exits, aisles and spaces; identifying the right-of-way, curbs and sidewalks, signage, landscaping, curbing, wheel stops, and screening materials; and indicating the dimensions of all such elements;
- (c) The hours during which motor vehicles may be stored and the hours during which the premises will be served by an attendant;
- (d) Such other information as the Commissioner deems pertinent or necessary to carry into effect the provisions of this chapter.

(Ord. No. 2603-91. Passed 8-19-92, eff. 8-27-92)

§ 457.03 License Issuance; Renewal

(a) *Public Garages.* On receipt of an application for a license to operate a public garage, and payment of the fee required by division (g) of this section, the Commissioner of Assessments and Licenses shall issue the license on a form promulgated by the Commissioner for that purpose. No license shall be issued except to an applicant for a property which is in compliance with the terms of this chapter and is also in compliance with division (a) of Section 349.07, Section 349.09, and Section 350.17 of the Codified Ordinances, as applicable to the subject property.

(b) *Parking Lots.* On receipt of an application for a license to operate a parking lot, the Commissioner of Assessments and Licenses shall transmit the application to the Director of the City Planning Commission to determine whether the facility in question complies with the substantive provisions of the chapter. The Director of the City Planning Commission shall, within sixty (60) days of receipt of the application, notify the Commissioner of Assessments and Licenses whether the facility in question complies with all of the substantive provisions of this chapter. On notification of compliance, the Commissioner of Assessments and Licenses shall issue the license on a form promulgated by the Commissioner for that purpose. No license shall be issued except to an applicant for property which is in compliance with the terms of this chapter and is also in compliance with division (a) of Section 349.07, Section 349.09, and Section 350.17 of the Codified Ordinances, as applicable to the subject property.

(c) *Issuance and Renewal.* All licenses issued under this section shall be issued for a period of one (1) year commencing November 1. Licenses may be renewed if an application for renewal containing the information listed in Section 457.02 is submitted to the Commissioner of Assessments and Licenses not less than ninety (90) days before termination of the previous license

or registration. Applications for license renewal or for the licensing of a registered parking lot shall be accompanied by the required site plan and elevation drawing only in the following two (2) instances: 1) in the year in which landscaping and screening compliance is required under division (i) of Section 457.07, and 2) if a change in the parking lot renders the previously submitted site plan or elevation drawing inaccurate.

(d) *License Extension.* If an application for a license renewal has been submitted in accordance with the provisions of Sections 457.02 and 457.03 of this chapter, and if, before the existing license has expired, the City has not taken all administrative and legislative action required for approval of the renewal of the license (including, if applicable, the granting of an encroachment permit), the Commissioner of Assessments and Licenses shall extend the existing license on a month-by-month basis until the City has taken action as required by this chapter.

(e) *Applicability to Premises.* Licenses issued under this section shall apply only to the premises described in the application, and a separate application and license shall be required for each noncontiguous site operated. The license shall not be assignable or transferable.

(f) *Notification of Police Chief.* The Commissioner of Assessments and Licenses shall notify the Chief of Police of each license issued under this chapter.

(g) *License Fee.* Each application for a new or renewal license shall be accompanied by a fee of:

- (1) In 2003 and 2004, fifty cents (\$0.50) per parking space;
- (2) In 2005 and 2006, seventy-five cents (\$0.75) per parking space; and
- (3) In 2007, one dollar (\$1.00) per parking space.

(h) *Site Plan Review Fee.* Each application for a new or renewal license, including a new or revised site plan, shall be accompanied by an additional fee of one hundred and twenty dollars (\$120.00).

(Ord. No. 2393-02. Passed 2-3-03, eff. 2-3-03)

§ 457.035 Districts Established

Six (6) specific geographic districts are hereby established for the application of particular provisions of this chapter. Except as otherwise specified, regulations of this chapter shall apply in each of the six (6) districts as well as in the remainder of the City.

(a) *Purpose.* It is recognized that, on a citywide basis, Cleveland's central business district is characterized by the highest levels of vehicular traffic, pedestrian traffic, parking demand, general business activity, and convention and tourism-related activity. These circumstances require that the highest standards for parking facility operation be applied to facilities closest to the City's core.

(b) *Description of Districts.* The six (6) parking facility licensing districts are as follows:

(1) *Downtown Core Parking District.* Beginning at a point of intersection of the center line of West 3 Street and the center line of the Conrail Tracks; thence northeasterly along said center line of the Conrail Tracks to its intersection with the center line of East 12 Street; thence southeasterly along said center line of East 12 Street to its intersection with the center line of Chester Avenue, N.E.; thence northeasterly along said center line of Chester Avenue, N.E. to its intersection with the center line of East 18 Street; thence southerly along said center line of East 18 Street to its

intersection with the center line of Brownell Court, S.E.; thence easterly along said center line of Brownell Court, S.E. to its intersection with a line located one hundred thirty two (132) feet east of the easterly line of East 18 Street; thence southerly along said line which is parallel to and one hundred thirty two (132) feet east of said easterly line of East 18 Street to its intersection with the center line of Prospect Avenue, S.E.; thence westerly along said center line of Prospect Avenue, S.E. to its intersection with the center line of East 14 Street; thence northwesterly along said center line of East 14 Street to its intersection with the center line of Brownell Court, S.E.; thence westerly, northwesterly, and southwesterly along said center line of Brownell Court, S.E., to its intersection with a twelve (12) foot unnamed alley; thence northwesterly along said twelve (12) foot unnamed alley to its intersection with the center line of Huron Road, S.E.; thence southwesterly along said center line of Huron Road, S.E. to its intersection with the center line of East 9 Street; thence northwesterly along said center line of East 9 Street to the center line of Alpha Court, S.E.; thence westerly and northwesterly along said center line of Alpha Court, S.E. to its intersection with the center line of East 8 Street; thence northeasterly along said center line of East 8 Street to its intersection with a line located one hundred (100) feet southwest of the southwesterly line of Euclid Avenue; thence northwesterly and southwesterly along said line which is parallel to and one hundred (100) feet southwest of said southwesterly line of Euclid Avenue to its intersection with the center line of Ontario Street; thence southeasterly along said center line of Ontario Street to its intersection with the center line of Huron Road, S.E.; thence northwesterly along said center line of Huron Road, S.E. to its intersection with the center line of Superior Avenue, S.E.; thence easterly along said center line of Superior Avenue, S.E. to its intersection with the center line of West 3 Street; thence northerly along said center line of Old River Road to its intersection with the center line of West 3 Street; thence northerly along said center line of West 3 Street to the place of beginning.

(2) *Warehouse Parking District.* Beginning at a point of the intersection of the center line of Superior Avenue, S.E., and the center line of Old River Road; thence northwesterly along said center line of Old River Road to its intersection with the center line of West St. Clair; thence northeasterly along said center line of West St. Clair to its intersection with the center line of West 10 Street; thence northwesterly along said center line of West 10 Street to its intersection with the center line of Main Avenue, N.E.; thence northeasterly along said center line of Main Avenue, N.E. to its intersection with the center line of West 3 Street; thence southerly along said center line of West 3 Street to its intersection with the center line of Superior Avenue, S.E.; thence westerly along said center line of Superior Avenue, S.E. to its intersection with the center line of Huron Road, S.E.; thence northwesterly along the center line of Superior Road, S.E. to the place of beginning.

(3) *Erievue Parking District.* Beginning at a point of intersection of the center line of Chester Avenue, N.E. and the center line of East 12 Street; thence northwesterly along said center line of East 12 Street to its intersection with the center line of the Conrail Tracks; thence northeasterly along said center line of said Conrail Tracks to its intersection with the center line of East 18 Street; thence southeasterly along said center line of East 18 Street to its intersection with the center line of Chester Avenue, N.E.; thence northwesterly and southwesterly along said center line of Chester Avenue, N.E. to the place of beginning.

(4) *Flats Parking District.* Beginning at a point of intersection of the center line of the Detroit Superior Bridge and the center line of West 25 Street; thence northwesterly along said center line of West 25 Street to its intersection with the center line of Mulberry Street; thence northwesterly along said center line of Mulberry Street to its intersection with the center line of River Road, N.W.; thence northeasterly along said center line of River Road, N.W. to its intersection with the northwesterly edge of the river bank; thence westerly, northwesterly and northerly along said northerly edge of the river bank to its intersection with the center line of the Conrail Tracks; thence

northeasterly along said center line of the Conrail Tracks to its intersection with the center line of West 3 Street; thence southeasterly along said center line of West 3 Street to its intersection with the center line of Superior Avenue, N.W.; thence southwesterly along said center line of Superior Avenue, N.W. and continuing southwesterly along the center line of the Detroit Superior Bridge to the place of beginning.

(5) *Downtown Lakefront Parking District.* Beginning at a point of intersection of the center line of the Conrail Tracks and the center line of West 3 Street; thence northwesterly along said center line of West 3 Street to its intersection with the center line of the Memorial Shoreway; thence northeasterly along said center line of the Memorial Shoreway to its intersection with the northwesterly extension of the center line of I-71 Innerbelt Freeway; thence southeasterly along said northwesterly extension and along said center line of said I-71 Innerbelt Freeway to its intersection with said center line of said Conrail Tracks; thence southwesterly along said center line of said Conrail Tracks to the place of beginning.

(6) *Gateway.* Beginning at a point of intersection of the center line of East 14 Street and the center line of the Inner Belt; thence southwesterly along said center line of the Inner Belt to its intersection with the center line of Broadway; thence northwesterly along said center line of Broadway to its intersection with the center line of Ontario Street; thence northwesterly along said center line of Ontario Street to its intersection with the westerly extension of a line located one hundred (100) feet southwest of the southwesterly line of Euclid Avenue; thence easterly along said westerly extension and continuing southeasterly along said line which is parallel to and one hundred (100) feet southwest of said southwesterly line of Euclid Avenue and along its easterly extension to its intersection with the center line of East 9 Street; thence southeasterly along said center line of East 9 Street to its intersection with Huron Road, S.E.; thence northeasterly along said center line of Huron Road, S.E. to its intersection with the center line of a twelve (12) foot unnamed alley; thence southeasterly along said center line of said twelve (12) foot unnamed alley to its intersection with the center line of Brownell Court, S.E.; thence easterly along said center line of Brownell Court, S.E. to the center line of East 14 Street; thence southeasterly along said center line of East 14 Street to its intersection with the center line of Prospect Avenue, S.E.; thence easterly along said center line of Prospect Avenue to its intersection with the center line of East 18 Street; thence southerly along said center line of East 18 Street to its intersection with the center line of East 14 Street; thence southerly along said center line of East 14 Street to the place of beginning.

(Ord. No. 1552-A-90. Passed 6-17-91, eff. 6-26-91)

§ 457.04 Signs

(a) *Purpose.* The regulations of this section are established to ensure that licensed parking facilities are furnished with signs which provide customers with accurate, useful, and legible information regarding rates and other operational matters. Furthermore, these regulations are established to ensure provision of signs which clearly and effectively identify parking available to visitors seeking daily or other short-term parking. The requirement for provision of such visitor-oriented signage is intended to promote economic activity in the City by facilitating easy access to parking which serves the Central Business District and major visitor attractions.

(b) *Display of Rates and Other Information.* The following regulations shall apply to all parking lots and garages subject to licensing regulations.

(1) *Display of Rates.* Each parking facility shall be furnished with signs readable from each vehicular entrance, displaying all parking rates applicable at any given time. When multiple rates

are applicable at a given time, the display shall include, at a minimum, the lowest and highest rates. All rates applicable at a given time shall be displayed in numerals which are the same size for each rate. Rates displayed on signs for surface lots or on free-standing signs for garages shall be a minimum height of five (5) inches for dollar amounts and three (3) inches for display of cents and other rate information. For garages, rates and rate information displayed on or adjacent to booths and ticket dispensers shall have a minimum character height of two (2) inches.

(2) *Visibility of Rate Information.* For a surface lot or for a garage which is set back from the street, the sign displaying the required rate information shall be placed so that the rates are visible and readable to the motorist prior to entering the property. For a garage entrance located at the sidewalk edge, such sign shall be placed so that the rates are readable to the motorist prior to passing the ticket dispenser or attendant's booth.

(3) *Required Information.* In addition to the rate information required in division (b)(1) of this section, each parking facility shall display the following items of information: 1) a full listing of all rates applicable at all times, 2) the telephone number for after-hours contact, 3) the name of the operator, and 4) the closing time of the facility if exits are blocked after closing. Such additional information shall be displayed in lettering and numerals a minimum of two (2) inches and a maximum of eight (8) inches in height, placed at all attendant's booths, all payment boxes and/or at all vehicular entrances.

(4) *Destination Information.* The sign(s) identifying the parking facility and/or its rates, as required in division (b)(1) of this section, may also display information identifying businesses or other uses served by the parking facility. Such information shall be displayed in lettering no more than five (5) inches in height and shall be incorporated within the standard-size sign, as permitted in this section.

(c) *Special Event and Other Special Rate Parking.* Information regarding flat rates for special event parking or other special time-period parking, such as "early bird specials," shall be displayed in accordance with the following regulations. Such sign may also be used to indicate that the garage is "full."

(1) Such rate information shall be displayed on the permanent free-standing sign or signs which identify the parking facility's regular rates, using changeable panels or electronically-changeable copy, in accordance with design standards adopted by the City Planning Commission.

(2) In the case of a garage which is not served by a free-standing rate sign, the special event or other special time-period parking rate may be displayed on a metal or plastic panel, mounted on a pole which is inserted into a base which is permanently affixed to the ground. Such sign shall be a maximum of six (6) square feet in area and four (4) feet in height above the ground and shall not project into the public right-of-way.

(3) Availability of parking for special events shall be identified by use of the term "Event," accompanied by the applicable rate. Such information may be displayed in characters which are larger than those used for display of other rates.

(d) *Sign Structures and Locations.* The following regulations shall apply to all parking lots and garages subject to licensing regulations.

(1) *Sign Types.* Signs for parking facilities may take the form of a free-standing sign, a sign projecting from or otherwise applied to a building wall, a sign mounted on an attendant's booth, ticket machine or payment box, a sign placed on a canopy or marquee, or a sign mounted above a fence post or pier. Portable signs (i.e., "sandwich boards" and other signs not permanently affixed to

the ground or to a permitted structure) shall not be permitted, except as permitted in division (c)(2) of this section.

(2) *Location of Signs.* No freestanding sign, nor any portion of such sign, shall be located within or above the public right-of-way, except as permitted in division (e)(1) of this section for a sign element displaying the international parking symbol. No sign projecting from a building wall shall extend to a point which is within two (2) feet of the outer edge of a street curb nor shall such sign extend more than five (5) feet from the building wall.

(3) *Vertical Clearance.* No portion of a sign located above a sidewalk or other pedestrian walking area shall be located less than eight (8) feet above the surface of such area. No portion of a sign located above a driveway or other vehicular way shall be located less than sixteen (16) feet above the surface of such area.

(4) *Primary and Secondary Signs.* As used in this section, the terms “primary signs” and “secondary signs” shall have the following meanings. “Primary signs” are a parking facility’s principal signs identifying the parking facility and/or its rates. A primary sign may display other permitted information in addition to the identification and rate information. “Secondary signs” are signs which display only directional and instructional messages necessary to guide motorists and pedestrians within the parking facility. Signs which provide detailed rate information, supplementing that provided on the primary signs, shall also be considered secondary signs.

(5) *Size, Number and Height of Signs.* Each parking facility shall be permitted a total of thirty-two (32) square feet of “primary sign” area for each vehicular entrance, except that two (2) vehicular entrances located less than thirty (30) feet apart, as measured along the property line, shall be counted as a single entrance for this purpose. Such primary sign area permitted for each entrance may be displayed on either one (1) or two (2) sign structures. If two (2) sign structures are used, rate information must be readable at each vehicular entrance. No single primary sign shall exceed thirty-two (32) square feet in area nor shall it exceed fifteen (15) feet in height if free-standing. “Secondary signs,” if free-standing, shall not exceed six (6) square feet in area nor four (4) feet in height, and shall be placed, as approved by the City Planning Director, only where necessary to provide instructions to customers of the parking facility. Secondary signs displayed on building walls or on overhead structures shall be no larger than necessary to display permitted information in a readable manner, as determined by the City Planning Director.

(6) *Measurement of Sign Area.* Only one (1) side of double-sided signs shall be counted in the measurement of sign area if the two (2) sides are in parallel, back-to-back arrangement.

(7) *Temporary Signs.* For a newly- established license parking facility, the following temporary signs shall be permitted for a period not exceeding sixty (60) days following the opening of the parking facility:

A. Signs substituting for approved but not-yet-installed permanent signs, conforming, to the maximum extent feasible, with all regulations and design standards for permanent signs except those pertaining to fabrication materials; and

B. For each vehicular entrance, one (1) wall-mounted banner, not exceeding forty (40) square feet in area, or one (1) free-standing temporary sign, not exceeding ten (10) square feet in area, announcing the opening of the parking facility.

(e) *Signs for Visitor-Oriented Parking Facilities.* In addition to other applicable regulations of this section, the following supplemental regulations shall apply to signs for parking facilities which are available to the general public on an hourly, daily or special event basis (i.e., “visitor-oriented

parking facilities”). These supplemental regulations shall not apply to parking facilities which are restricted to use by employees, residents, faculty or students of businesses, institutions or other buildings served by the parking facility nor shall these regulations apply to parking facilities which are restricted exclusively to use on a weekly or monthly basis.

(1) *Use of the International Parking Symbol.* All visitor-oriented parking facilities shall be furnished with a sign or signs, visible from each vehicular entrance, displaying the international parking symbol, displayed as a white letter “P” at least fourteen (14) inches in height, placed on a purple (PMS #2685) circular background, a minimum of twenty-two (22) inches in diameter. The design shall be in accordance with design standards adopted by the City Planning Commission. In the case of a free-standing sign, the parking symbol may project over a public sidewalk, extending no more than thirty (30) inches beyond the property line and maintaining a minimum vertical clearance of eight (8) feet. No other element of such sign may project over the public sidewalk.

(2) *Design Standards.* The City Planning Commission shall adopt and disseminate design standards which, through use of narrative materials and illustrations, describe and depict signs which conform to the requirements of this section applicable to signs for visitor-oriented parking facilities. The standards shall also provide supplemental information on such design elements as color, materials, illumination, methods of attachment, border areas, positioning of information items, etc.

(3) *Approval Process.* The Director of the City Planning Commission shall determine whether a proposed sign for a visitor-oriented parking facility meets the requirements of this section and the adopted design standards, and shall approve or disapprove each application on that basis. In the case of a proposed sign which does not meet the requirements of this section, the City Planning Commission may approve the sign if it determines that such sign meets the standards of division (e) (7) of this section.

(4) *Comprehensive Sign Systems for Large- Scale Facilities.* In the case of a large-scale complex of facilities served by a network of parking lots or garages under common management, the City Planning Commission may approve signs which differ from the standards established in this section as necessary to create a uniform series of signs which identify parking facilities serving such complex.

(5) *Replacement of Nonconforming Signs.* For parking signs installed prior to the initial effective date of this ordinance, any such signs which do not conform to the applicable regulations of this section shall be replaced by conforming signs in accordance with the following schedule, except as provided in division (e)(6) of this section.

A. For parking facilities located within the Downtown Core and Downtown Lakefront Parking Districts, as established in Section 457.035, and for parking facilities located in the area directly north of the Downtown Lakefront Parking District, all nonconforming signs shall be replaced or removed by August 1, 1997, except that any nonconforming sign installed pursuant to a Building Permit issued between June 1, 1991 and May 31, 1996, shall be replaced or removed by August 1, 1998.

B. For parking facilities located within the Gateway, Warehouse, Erieview, and Flats Parking Districts, as established in Section 457.035, all nonconforming signs shall be replaced or removed by August 1, 1998.

C. For parking facilities located within the remainder of the City, all nonconforming signs shall be replaced or removed by August 1, 1999.

(6) *Retention of Nonconforming Signs.* With respect to signs whose replacement is required under the provisions of division (e)(5), any owner wishing to retain such sign shall submit a written request to the City Planning Commission no later than six (6) months prior to the date on which replacement is required. Such application shall include the address of the parking place, a sketch showing the sign's dimensions and its approximate location on the property, and color photographs of the sign. The City Planning Commission shall, within two (2) months of receipt, approve retention of the sign if it determines that such sign meets the standards of division (e)(7) of this section.

(7) *Standards for Approval of Nonconforming Signs.* With respect to an application for the installation or retention of a sign which does not conform to the regulations of this section, the City Planning Commission shall approve such application if it determines that the sign, either alone or in combination with other signs, provides information which is sufficient to fulfill the stated purposes of this section, and that the sign meets the following standards, as applicable:

A. The sign is attached to the wall of a building and is better suited to the design of such building than a conforming sign would be; or

B. The sign meets a higher standard of design quality than would result from minimal conformance to the standards of this section; or

C. The sign has been designed so that it is more appropriate to its environs or the uses which it serves than a conforming sign would be; or

D. The sign is part of a comprehensive signage system for a large-scale complex of facilities, and such system meets the standards of division (e)(4); and

E. In the case of a new sign, the deviation from the otherwise applicable regulations of this section is the minimum necessary to meet one (1) or more of the special standards established for approval of nonconforming signs.

(f) *Application.* Plans for installation of signs regulated in this section shall be submitted to the City Planning Director either prior to or concurrently with submission of any required Building Permit application. The plans shall be sufficient to demonstrate compliance with all regulations of this section and with the design standards adopted by the City Planning Commission pursuant to the provisions of this section. No signs regulated in this section shall be installed before approval by the City Planning Director and issuance of any required Building Permit.

(Ord. No. 832-96. Passed 6-18-96, eff. 6-26-96)

§ 457.05 Claim Checks to be Furnished

At the time of accepting a motor vehicle for storage or parking in a parking place, the person operating the same, his or her agent, servant or employee, shall furnish to such person parking his or her motor vehicle a distinctive check which shall be numbered to correspond to a coupon placed upon such motor vehicle, which coupon shall be in the form approved by the Commissioner of Assessments and Licenses.

The above provision as to claim checks shall not apply where cars are stored in a non-attended parking lot controlled either by an automatic gate device or by a coin meter, or where cars are stored on a weekly or monthly fee basis or some memorandum in writing is given to the person storing his or her car stating the weekly or monthly arrangement and showing the name and address of the

operator of the storage or parking place.

(Ord. No. 1684-76. Passed 6-29-76, eff. 7-6-76)

§ 457.06 Change of Rates

(a) No operator of a parking place shall make any charge for storing a motor vehicle in excess of the rates set forth on the sign erected on the premises as required by Section 457.04.

(b) For at least two (2) weekdays prior to the effective date of an increase in hourly or daily rates, and for at least five (5) weekdays prior to the effective date of an increase in monthly parking rates, the operator of a parking place which requires payment upon exiting shall post the change of rates and the date on which the change of rates is to take effect on a sign conforming to the size requirements of Section 457.04 and placed so that the information is clearly visible from each customer entrance to the parking place or from each place of payment.

(c) However, nothing herein contained shall be deemed to prevent the operator of any parking lot from charging a rate in case of special events different from that ordinarily charged, if such operator has placed over that portion of the sign indicating such the usual rate for parking a sign bearing the following legend: "SPECIAL EVENT PARKING," and indicating the increased rate in lettering at least twice as large as the lettering of the usual rate indicated on such sign.

(Ord. No. 2603-91. Passed 8-19-92, eff. 8-27-92)

§ 457.07 Screening Barriers

Except as provided in division (e) of Section 457.07, all surface parking lots with ten (10) or more spaces shall be bordered along the entire length of all lot lines fronting on public streets or public alleys, as defined in Section 303.09 of the Codified Ordinances, except at established entrances and exits, by a visual screen and a vehicular barrier, as further described in divisions (a) and (b) of this section. Such screen and barrier shall be sufficient to prevent vehicular ingress and egress except at established entrances and exits, to prevent motor vehicles from encroaching into the public right-of-way, to restrict pedestrian movement to established sidewalk areas and to screen parked vehicles from view from the public right-of-way.

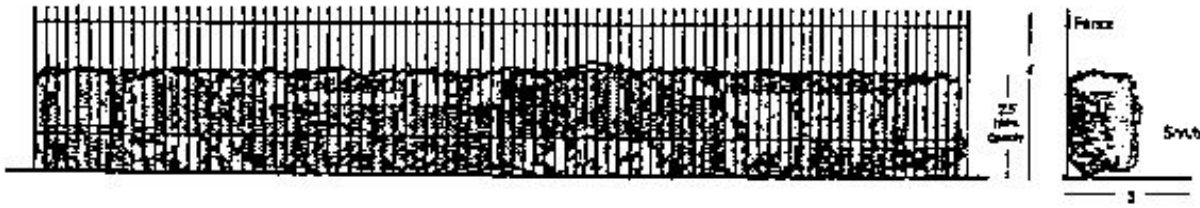
(a) *Vehicular Barriers.* The vehicular barrier shall consist of a continuous concrete or cut stone curb at least eight (8) inches high and six (6) inches wide or anchored concrete wheel stops, as necessary to prevent motor vehicles from projecting into the public right-of-way or impacting with the visual screen.

(b) *Visual Screens.* All visual screens shall meet the following requirements with respect to height, opacity and materials.

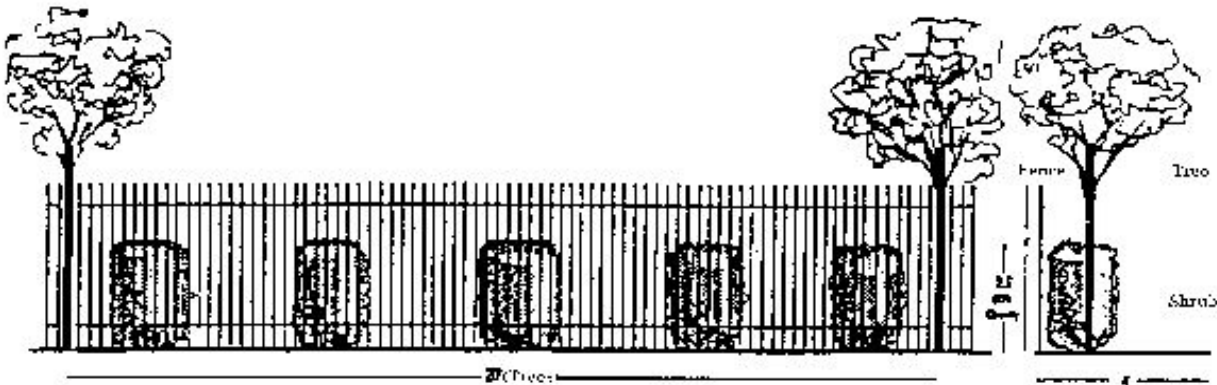
(1) *Central City Area.* Within the Downtown Core, Gateway and Warehouse Parking Districts, as established in Section 457.035, visual screens shall meet the following standards. Minimum required height and opacity shall be provided throughout the length of any required visual screen. The visual screen shall be a minimum of four (4) feet and a maximum of six (6) feet in height and shall conform to one (1) of the following four (4) standards with respect to materials and opacity.

A. *Shrubbery and Fence:* A continuous hedge of shrubbery and a metal picket and rail fence, together providing one hundred percent (100%) opacity to a height of two and one-half (2.5) feet

and providing a minimum of five percent (5%) and a maximum of twenty-five (25%) opacity between a height of two and one-half (2.5) feet and four (4) feet.



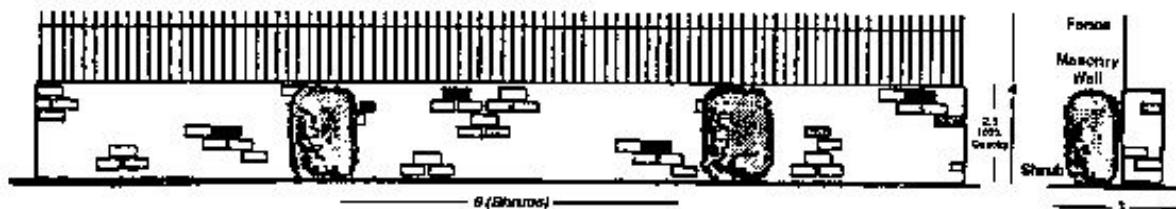
B. *Shrubbery, Fence and Trees*: Shrubbery and a metal picket and rail fence, supplemented by trees planted at a minimum average spacing of twenty (20) feet, together providing fifty percent (50%) opacity to a height of two and one-half (2.5) feet and providing a minimum of five percent (5%) and a maximum of twenty-five percent (25%) opacity between a height of two and one-half (2.5) feet and four (4) feet.



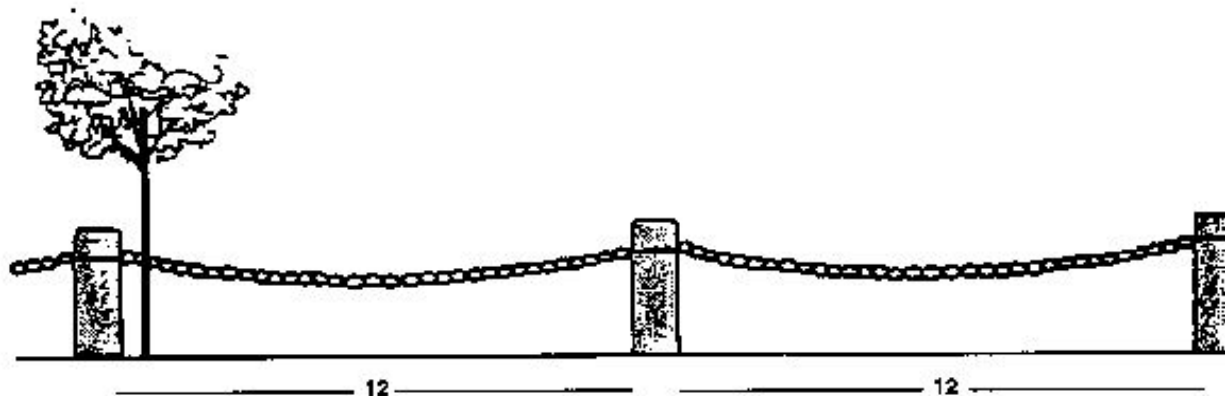
C. *Berm and Trees*: A landscaped earthen berm planted with trees placed at a minimum average spacing of twenty (20) feet, providing one hundred percent (100%) opacity to a height of two and one-half (2.5) feet and a maximum of twenty-five percent (25%) opacity between a height of two and one-half (2.5) feet and four (4) feet.



D. *Wall/Fence and Shrubbery*: Shrubs planted at a minimum average spacing of eight (8) feet and a combination metal picket and rail fence/masonry wall, together providing a minimum of one hundred percent (100%) opacity to a height of two and one-half (2.5) feet and providing a minimum of five percent (5%) and a maximum of twenty-five percent (25%) opacity between two and one-half (2.5) feet and four (4) feet.



(2) *Other Areas*. All parking lot areas established and licensed on or after June 26, 1991 shall meet the screening standards established in division (b)(1) of this section. Outside of the Downtown Core, Gateway and Warehouse Parking Districts, as established in Section 457.035, all parking lots legally established prior to June 26, 1991 shall meet the following visual screening standards. The visual screen shall be composed of anchored concrete, wood or metal bollards, at least eight (8) inches in width or diameter and at least two and one-half (2.5) feet in height, in uniform intervals of not more than eight (8) feet, connected through the top of each bollard by aluminum or galvanized metal chains, at least one-half (1/2) inch in diameter. The bollards and chains shall be supplemented by trees planted at minimum intervals of thirty (30) feet.



(c) *Supplemental Standards for Visual Screens*. The elements which compose a required visual screen shall meet the following requirements:

(1) *Standards for Shrubs, Trees and Ground Cover*. Shrubbery used as part of a visual screen must be sufficient to meet the height and opacity requirements by the end of the second growing season after initial planting. All shrubs and trees shall be selected from lists of approved types, as adopted by the City Planning Commission. At the time of installation, deciduous trees shall be a minimum of two (2.0) inches in caliper at one (1) foot above grade, and evergreen trees shall be a minimum of six (6.0) feet in height. Trees shall be permitted as part of any visual screen, and the maximum height and opacity limitations shall not apply to trees. In the event that irrigation as required under division (c)(2) of this section is not available, landscaping materials installed on such property shall be of a type which do not require such irrigation for proper maintenance, as

determined by the Director of Parks, Recreation and Properties, or his or her designee.

(2) *Standards for Landscaped Areas.* If a visual screen is set within a landscaped area, such area shall be bordered by a continuous concrete or cut stone curb at least six (6) inches wide and eight (8) inches high and such area shall be covered by grass or other suitable vegetative ground cover, bark or decorative stones. If planted with shrubs, the landscaped area shall be a minimum of three (3) feet in width. If planted with trees, the landscaped area shall be a minimum of four (4) feet in width.

(3) *Standards for Fences and Walls.* All walls and fences used as part of a visual screen shall be of uniform appearance and shall be set in a concrete base. Required metal picket and rail fences shall be of actual or simulated wrought iron or cast iron construction. Masonry walls shall be of brick or stone construction.

(4) *Irrigation Requirements.*

A. *General Provisions.* Every landscaped area shall be served by a permanently- installed underground irrigation system. No irrigation system, however shall be required for trees provided to supplement the use of bollards and chains as required by division (b)(2) of this section.

B. *Method of Connection.* For parking lots established on or after June 26, 1991, the irrigation system shall be connected directly to City water lines. For parking lots legally established before June 26, 1991, the irrigation system shall be either connected to City water lines or shall be configured for coupling to a hose which draws water from any permitted source. In such instances, the selection of the water source shall be made by the applicant. In all instances, however, the Division of Water may reject a particular method of connection if it determines that such method is technically infeasible or unsafe in a particular location.

C. *Responsibilities.* In the case of a property, or adjoining properties under common ownership, which are not served by City water lines, the City shall provide, at its expense, water line hook- ups to serve the irrigation system. The City's responsibility to dedicate a water source shall arise upon approval by the Division of Building and Housing and the Division of Water of plans, submitted by the applicant, for such irrigation, including necessary water line hook-ups. The parking lot operator shall not be responsible for installing live landscaping materials until the City provides the water line hook up. Each applicant shall be required to install and pay for a separate water meter or meters, vault and backflow devices and shall pay for all water used. In the case of a system served by a fire hydrant tap, the applicant shall be responsible for payment of a single annual fee to cover the costs of estimated water use and issuance of a permit.

(d) *Maintenance.* All screening materials shall be maintained in good condition at all times. Unhealthy or dead vegetation shall be replaced with healthy plantings no later than the end of the next applicable growing season. Fences and walls shall be kept free from peeling paint, rust, spalling, and broken, cracked or missing elements. Fences and walls shall also be kept plumb, with no more than a two (2) inch deflection from a vertical position.

(e) *Exemption for Alleys.* No visual screen shall be required along public alleys except within the Downtown Core Parking District (as established in Section 457.035), where the required visual screen shall be provided.

(f) *Landscaping Requirement Reductions and Exemptions.* With regard to a parking lot which otherwise complies with all requirements of Section 457.07, the City Planning Commission shall grant a reduction of or an exemption from the requirements for shrubs, trees and landscaped areas of division (b) of Section 457.07 if full compliance with such requirements would result in a loss of

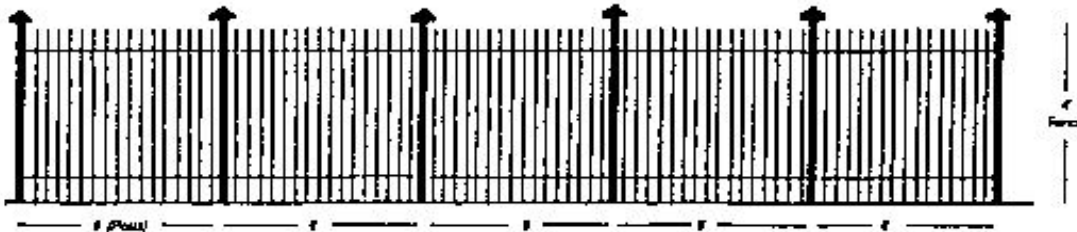
existing parking spaces which cannot be avoided or remediated through re-design or re-configuration of the parking lot. The Commission shall take such action in accordance with the following provisions.

(1) *Evidence to Be Provided by the Applicant.* An applicant seeking a reduction of or an exemption from the requirement for landscape elements of a visual screen shall present evidence to the City Planning Commission demonstrating that the potential loss of existing spaces cannot be avoided or remediated through re-design or re-configuration of the parking lot.

(2) *City Planning Commission Determination.* Upon consideration of evidence submitted by the applicant as well as any analysis prepared by City staff, the City Planning Commission shall determine whether strict application of the visual screen landscaping requirements will result in an unremediable loss of parking spaces. In determining whether a loss of parking spaces can be avoided

through re-design or re-striping, the Commission shall assume continued use of existing parking space and aisle dimensions for the subject property except where such dimensions are in excess of City standards. The Commission shall further determine whether the applicant can comply with the visual screen landscaping requirements through the use of a legal encroachment in one (1) or more of the public rights-of-way adjoining the parking lot.

(3) *Minimum Requirement.* Any reduction of standards approved by the City Planning Commission with respect to the required visual screen shall be the minimum reduction necessary to prevent a loss of parking spaces. The Commission may require compliance with the visual screen standards through the use of a legal encroachment in one (1) or more of the public rights-of-way adjoining the parking lot. At a minimum, the Commission shall require installation of a metal picket and rail fence meeting all applicable requirements of this section and, in addition, providing a metal, brick or stone pier or post, at least two (2) inches square, at a minimum spacing of eight (8) feet. The Commission shall also require provision of landscaped areas where such provision will not result in a loss of parking spaces.



(g) *Temporary Uses.* Where the City Planning Commission deems a parking lot to be a temporary use, the barrier and screening requirements of this section shall be met if the parking lot operator installs anchored concrete wheel stops supplemented by bollards and chains, as required in division (b)(2) of this section. The requirement for bollards and chains shall not apply outside of the Downtown Core Parking District. No surface parking lot shall be deemed temporary for a period in excess of one (1) year, provided however, that the City Planning Commission may extend the temporary use for one (1) additional one (1) year period if, prior to the completion of the initial one (1) year period, a project agreement with the City is executed which requires development of the lot within one (1) year or a Building Permit application has been filed for development of the lot. A parking lot shall also be considered as a temporary use if there exists a lease, recorded with the Cuyahoga County Recorder, between the parking lot operator and the owner of the subject property,

and the term of the lease expires within eighteen (18) months after the compliance date for filing of plans, as specified in division (i) of this section.

(h) *Approval.* The materials, design, location and construction of the screens and barriers required by this section shall be approved by the Director of City Planning Commission, in consultation with the Commissioners of Research, Planning and Development and Traffic Engineering and shall be in accordance with the standards promulgated by the Commissioners in compliance with the provisions of this chapter. Unless otherwise permitted by the Commissioner of Traffic Engineering, each parking place shall have one (1) common entrance and one (1) common exit, which may or may not be combined.

(i) *Compliance Dates.* Parking lots legally established prior to June 26, 1991 shall comply with the requirements of this section in accordance with the following provisions:

(1) For lots within the Downtown Core Parking District, plans shall be filed by May 1, 1992, and installation shall be completed by August 1, 1992.

(2) For lots within the Erieview, Downtown Lakefront and Flats Parking Districts, plans shall be submitted by May 1, 1993, and installation shall be completed by August 1, 1993.

(3) For lots within the Gateway and Warehouse Parking Districts and in the remainder of the City, plans shall be submitted by May 1, 1994, and installation shall be completed by August 1, 1994.

(Ord. No. 2603-91. Passed 8-19-92, eff. 8-27-92)

§ 457.071 Downtown Parking Lot Landscaping Encroachment Permits

The Director of Capital Projects is authorized to issue a permit, revocable at the will of Council, and assignable by the permittee with consent of the Director of Capital Projects, to an operator of a parking lot within any of the following listed downtown block faces, to construct, maintain, and use fencing and landscaping providing the visual screen and vehicular barrier required by Section 457.07 of the Codified Ordinances, which will encroach into the public right- of-way:

Side of Street	Street Name	Street Segment
West	West 9th	Main Avenue to St. Clair
East	West 9th	Lakeside to St. Clair
West	West 6th	Lakeside to Superior
East	West 6th	Lakeside to Superior
West	West 3rd	Lakeside to Superior
East	West 3rd	Lakeside to Superior
East	East 6th	St. Clair to Superior
West	East 12th	St. Clair to Rockwell
East	East 12th	Lakeside to Rockwell
North	St. Clair	West 9th to West Mall Dr
South	St. Clair	West 9th to Ontario

South	St. Clair	East 6th to East 9th
North	St. Clair	East 13th to East 18th
South	St. Clair	East 13th to East 18th
North	Superior	East 13th to East 18th
South	Superior	East 13th to East 18th
South	Huron	East 6th (alley) to East 9th

(a) Any fencing or landscaping placed within the public right-of-way as aforesaid, shall be constructed under plans and specifications approved by both the Manager of Engineering and Construction and the City Planning Commission, each to the extent of its respective jurisdiction under other sections of the Codified Ordinances.

(b) Each permit authorized by this section shall be prepared by the Director of Law, shall require the permittee to pay any taxes, assessments or other costs resulting from the construction, maintenance, and use authorized by the permit, and shall be issued only when, in the opinion of the Director of Law, the City of Cleveland has been properly indemnified against any loss, including taxes, assessments, and other costs, resulting from the encroachment permitted.

(c) A permit authorized by this section shall be issued only in accordance with the provisions of division (c) of Section 457.07 regarding actions necessary to avoid a loss of existing parking spaces.

(Ord. No. 1330-A-10. Passed 12-6-10, eff. 12-6-10)

§ 457.08 Employees

While on duty at the parking facility, each employee shall wear a badge, provided by the parking facility operator, identifying the individual as an employee of the subject operator.

(Ord. No. 1552-A-90. Passed 6-17-91, eff. 6-26-91)

§ 457.09 Maintenance of Parking Place and Surroundings

(a) Each operator of a parking place shall keep the sidewalk surrounding the parking place free from dirt, ice, sleet and snow and shall keep the sidewalk and driveways in a safe condition for the travel of pedestrians.

(b) The loading or unloading of passengers or drivers across or upon a public sidewalk is expressly prohibited and any operator or employee who by receiving or delivering motor vehicles other than within the space provided by such place, aids or assists in blocking any sidewalk or street shall be deemed to have violated the provisions of this section.

(c) In outdoor parking lots the operator shall at all times be required to keep the lot in good order and condition and free from nuisance, and if the lot is not a hard surface, to take the necessary precautions to prevent the raising of dust and dirt by the movement of cars thereon.

(Ord. No. 1684-76. Passed 6-29-76, eff. 7-6-76)

§ 457.10 Bicycle Parking

As a condition of the issuance or renewal of an annual license, all parking lots and garages subject to the provisions of this chapter shall provide spaces for bicycle parking in accordance with the following regulations.

(a) *Purpose.* The requirements for bicycle parking are established for the purpose of ensuring adequate and safe facilities to accommodate bicycle parking and to encourage use of bicycles for travel as an alternative to use of motorized vehicles.

(b) *Time of Compliance.* For applicable parking lots and garages that were licensed prior to the initial effective date of this section, required bicycle parking spaces shall be provided no later than two (2) years after the initial effective date of this section. For other applicable parking lots and garages, required bicycle parking spaces shall be provide prior to the issuance of a license.

(c) *Number of Bicycle Parking Spaces.* Bicycle parking spaces shall be provided at a rate of one (1) bicycle parking space for each twenty (20) automobile spaces provided. However, no automobile parking lot or garage shall be required to provide more than twenty-four (24) bicycle parking spaces.

(d) *Substitution for Automobile Spaces.* The total number of automobile off-street parking spaces required under the Zoning Code shall be reduced at the ratio of one (1) automobile off-street parking space for each six (6) bicycle spaces provided. The total number of required automobile off-street parking spaces, however, shall not be reduced by more than five percent (5%) for any parking lot or garage.

(e) *Bicycle Parking Space Size.* Required bicycle parking spaces for nonresidential uses must have minimum dimensions of two (2) feet in width by six (6) feet in length

(f) *Bicycle Parking Space Location.* Required bicycle parking spaces shall be located at least as close to the entrance of the building as the nearest non- handicapped automobile parking space. Where automobile parking is provided in an enclosed area, bicycle parking shall be provided within the enclosure or in such a way as to provide comparable protection from the elements.

(g) *Bicycle Racks and Lockers.* Each required bicycle parking space shall be equipped with a bicycle rack or “bicycle locker,” as defined in this section.

(1) *Design.* Bicycle racks and lockers must be securely anchored to the ground or a building. Bicycle racks must provide a stable frame to which the bicycle may be conveniently secured, such as the inverted-U, post and loop, or another type of rack that meets these standards. Bicycle racks that support the wheel but not the frame of the bike may not be used to fulfill a bicycle parking requirement. In parking lots and parking garages, physical barriers, such as posts or bollards, shall be provided so as to prevent a motor vehicle from striking a parked bicycle.

(2) *Residential Uses.* Neither bicycle racks nor bicycle lockers are required for bicycle parking associated with residential uses. Required bicycle parking for residential uses may be provided in garages, storage rooms, or any other resident-accessible, secure areas.

(h) *Bike Locker.* As used in this section, “bike locker” means a locker or storage space large enough to house a single bicycle and which may be secured and accessed by a single user.

(Ord. No. 522-08. Passed 6-9-08, eff. 6-16-08)

§ 457.11 Revocation or Suspension of License

The Commissioner of Assessments and Licenses may at any time revoke or suspend licenses granted under the authority of this chapter, for failure to comply with the terms of this chapter.

(Ord. No. 522-08. Passed 6-9-08, eff. 6-16-08)

§ 457.12 Appeals

In case of refusal to issue a license or of revocation or suspension of a license by the Commissioner of Assessments and Licenses, the applicant or licensee may appeal from such order to the Board of Zoning Appeals established pursuant to Charter Section 76-6. Notice of such appeal shall be in writing and filed with the Board within ten (10) days after the making of such order. The Board shall fix a time of hearing for such appeal not later than ten (10) days after the filing of such notice, at which hearing all parties interested shall be afforded an opportunity to be heard. Such Board shall approve, modify or annul such order from which the appeal has been perfected. Such opinion of the Board shall be final on all parties thereto. If the Director of the City Planning Commission has not notified the Commissioner of Assessments and Licenses of his or her determination within the required sixty (60) day period, the applicant may appeal to the Board of Zoning Appeals for a determination.

(Ord. No. 522-08. Passed 6-9-08, eff. 6-16-08)

§ 457.99 Penalty

Whoever violates any of the provisions of Sections 457.01, 457.04 to 457.06, 457.08 or 457.09 shall be guilty of a minor misdemeanor and fined not more than one hundred dollars (\$100.00). In addition to any other method of enforcement provided for in this chapter, these minor misdemeanors may be enforced by the issuance of a citation in compliance with Rule 4.1 of the Ohio Rules of Criminal Procedures. Whoever violates any of the provisions of these sections, having previously been convicted of a violation of any of these sections within five (5) years, shall be guilty of a misdemeanor of the fourth degree.

(Ord. No. 2109-92. Passed 2-8-93, eff. 2-16-93)

[Print](#)

Cleveland, OH Code of Ordinances

CHAPTER 463 – VALET SERVICES

- 463.01 Definitions
- 463.02 License Required; Fee
- 463.03 Denial, Suspension, or Revocation
- 463.04 Identification Badges
- 463.05 Rules and Regulations
- 463.06 Civil Penalties for Violations
- 463.07 Application
- 463.08 Appeals
- 463.99 Penalty

§ 463.01 Definitions

- (a) “Motor vehicle” means any vehicle as defined in division (B) of RC 4501.01.
- (b) “Operator” means a person who conducts a parking service, whether in the capacity of owner, principal, agent, lessee, mortgagee in possession, licensee, or any other capacity.
- (c) “Parking facility” means any lot, land, building, garage, structure, enclosure, premises, parcel, yard, indoor or outdoor area, or any portion thereof, except a public way, within the City offering three (3) or more parking spaces.
- (d) “Parking fee” means the total consideration required to be paid by a patron to a parking service in exchange for parking occupancy. The total consideration shall be valued in money, and shall include the value of all receipts including, but not limited to, cash, credits, property or services of any kind or nature, whether or not such consideration was actually received by the operator of the parking service. A required charge shall not avoid classification as a parking fee by its designation as an ancillary charge for any other purported purpose separate from parking occupancy.
- (e) “Parking occupancy” or “occupancy” means the use, or the right of use, of parking space in or on a parking facility for parking, housing, or storing a motor vehicle or other related act thereof, whether such use is by way of lease, concession, permit, right of access, license to use, or other agreement.
- (f) “Parking service” means the act of offering parking space in or on a parking facility for purposes of occupancy by a patron in exchange for a parking fee. The term includes, but is not limited to, valet services, self-park services, honor lot parking, parking garages, attended parking lots, or any other form of service or facility offering parking space in or on a parking facility for

purposes of occupancy by a patron in exchange for a parking fee.

(g) “Parking space” means any space where or in which a single motor vehicle may be parked, housed, stored, or kept at any one (1) time, regardless if that space is designated or designed for such use.

(h) “Patron” means a person who pays a parking fee to an operator in exchange for parking occupancy by the person or another by way of validation or otherwise.

(i) “Person” means any natural person, partnership, joint venture, joint stock company, corporation, estate, trust, business trust, receiver, administrator, executor, assignee, trustee in bankruptcy, firm, company, association, club, syndicate, society, municipal corporation, the State of Ohio, political subdivision of the State of Ohio, the United States, instrumentality of the United States, or any group or combination acting as a unit, whether mutual, cooperative, fraternal, nonprofit or otherwise.

(j) “Valet” or “valet service” means a parking service requiring the surrender of custody or control of a patron’s motor vehicle to the operator for the purpose of parking occupancy at a location different from the place of surrender.

(Ord. No. 1749-09. Passed 12-7-09, eff. 12-9-09)

§ 463.02 License Required; Fee

(a) *License Required.* No person shall engage in the business of providing a valet service within the City unless and until licensed in accordance with this chapter.

(b) *License Application.* Every applicant for a license to operate a valet service shall make application in writing to the Commissioner of Assessments and Licenses, which shall include an application fee of fifty-five dollars (\$55.00) and set forth or include the following:

(1) The name and address of the applicant, and if a partnership, the names and addresses of all partners, and if a corporation, the name, date and state under which incorporated, and the names and addresses of the officers of the applicant and its statutory agent, if any;

(2) The name, address, and parking place license number issued pursuant to Chapter 457 of the Codified Ordinances of each parking facility used in connection with the applicant valet service’s operations;

(3) A sworn statement of compliance with Chapter 196 of the Codified Ordinances;

(4) A certificate of insurance evidencing insurance coverage as prescribed by division (c) of this section;

(5) Such other information as the Commissioner deems pertinent or necessary to carry into effect the provisions of this chapter.

(c) *Insurance Required.* Each applicant shall furnish, at the time of application, a policy or certificate of insurance, by an insurance carrier licensed to do business in the State, acceptable to and approved by the Commissioner and the Director of Law, evidencing the applicant as the insured on a comprehensive general liability insurance policy in an amount not less than five hundred thousand dollars (\$500,000.00). The insured shall provide the City with written notice of cancellation no less than ten (10) days before the date the policy is to be cancelled or terminated.

(d) *Issuance.* Upon approval of the application, the Commissioner of Assessments and Licenses shall issue the license and, as evidence thereof, a certificate bearing the license number and applicant information. The license, or a copy of the license, shall be required to be maintained on the premises of operation and made immediately available to patrons and/or representatives of the City upon request.

(e) *Term.* All licenses issued under this chapter shall be valid for the calendar year for which such license is issued, expiring on the thirty-first day of December of the year for which such license is issued, unless sooner revoked by the Commissioner.

(f) *License Non-Transferable.* No license issued pursuant to this chapter shall be assigned or transferrable to any other person.

(g) *Renewal.* The Commissioner of Assessments and Licenses shall accept renewal applications at least fifteen (15) days before the expiration of the license being renewed.

(Ord. No. 1749-09. Passed 12-7-09, eff. 12-9-09)

§ 463.03 Denial, Suspension, or Revocation

The Commissioner of Assessments and Licenses may deny, suspend, or revoke any license granted under this chapter upon the Commissioner's determination of a violation of this chapter, a rule or regulation promulgated hereunder, or where the applicant or license holder has failed to comply with the provisions of, or remit all amounts due under, Chapter 196 of the Codified Ordinances.

(Ord. No. 1749-09. Passed 12-7-09, eff. 12-9-09)

§ 463.04 Identification Badges

No person who operates a valet service shall fail to cause each employee or other person who performs valet services to wear in a conspicuous place on his or her person an identification badge that displays the name and license number of the valet service along with a unique badge serial number assigned by the valet service.

(Ord. No. 1749-09. Passed 12-7-09, eff. 12-9-09)

§ 463.05 Rules and Regulations

The Commissioner of Assessments and Licenses is authorized to promulgate such rules and regulations, not inconsistent with the provisions of this chapter, as he or she shall deem necessary to carry out the intent of this chapter. Such rules and regulations shall become effective ten (10) days after their publication in the *City Record* or at such later time as may be specified by the Commissioner.

(Ord. No. 1749-09. Passed 12-7-09, eff. 12-9-09)

§ 463.06 Civil Penalties for Violations

The Commissioner of Assessments and Licenses shall assess fines in accordance with the rules and regulations issued under the authority of Section 463.05 for violations of the rules and regulations. The authority to assess fines under this section does not limit or affect any criminal offense, or the authority of the Commissioner to suspend or revoke a license, or any other means of enforcement of this chapter as provided herein. The amount of the fine shall be in an amount not to exceed one thousand dollars (\$1,000.00) per violation.

(Ord. No. 1749-09. Passed 12-7-09, eff. 12-9-09)

§ 463.07 Application

(a) *Effective Date.* This chapter shall be effective as of January 1, 2010. The Commissioner of Assessments and Licenses shall accept applications for license as provided in this chapter beginning at least fifteen (15) days before the effective date.

(b) *Other Sections Unaffected.* The license required by this chapter shall be in addition to any other license required under these Codified Ordinances and specifically shall not limit, abrogate, or impair the operation or necessity of any valet zone permit established and required by section 451.33 of these Codified Ordinances.

(c) *Savings Clause.* If any sentence, clause, section or part of this chapter is found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall affect only such clause, sentence, section or part of this chapter so found and shall not affect or impair any of the remaining provisions, sentences, clauses, sections or other parts of this chapter. It is the intention of Council that this chapter would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof not been included in this chapter.

(Ord. No. 1749-09. Passed 12-7-09, eff. 12-9-09)

§ 463.08 Appeals

Licensure shall be under the control of the Commissioner of Assessments and Licenses. In case of the refusal to issue a license or the revocation or suspension of a license by the Commissioner, or the assessment of a civil penalty pursuant to section 463.06, the applicant or licensee may appeal such determination to the Board of Zoning Appeals established pursuant to Charter section 76-6, provided that written appeal is filed with the Board Secretary within ten (10) days of the date the decision being appealed was made. The Board shall conduct a hearing and render a decision in accordance with City ordinances and regulations governing its conduct and procedure. The Commissioner or any proper party may appeal the Board's decision pursuant to RC Chapter 2506 or as otherwise provided by law.

(Ord. No. 1749-09. Passed 12-7-09, eff. 12-9-09)

§ 463.99 Penalty

Any person found guilty of violating division (a) of section 463.02 or section 463.04 of this chapter is guilty of a minor misdemeanor on the first offense and is guilty of a misdemeanor of the fourth degree on the second and any subsequent offense. Each day of a continuing violation is a separate offense.

(Ord. No. 1749-09. Passed 12-7-09, eff. 12-9-09)



DEPARTMENT OF TRANSPORTATION VALET PARKING PERMIT APPLICATION

The primary purpose of public streets and rights-of-way is the free and unobstructed right of travel. The city recognizes that the use of public streets and rights-of-way for valet parking operations while providing a public benefit, may also impede travel, interfere with the rights of others using the streets and rights-of-way, and may affect public safety and create a public nuisance. Therefore, the city may permit and restrict valet parking operations as a special privilege, not as a matter of right. PMC 12.14.020

APPLICATION PROCEDURE:

1. An applicant wishing to operate or solicit services for valet parking must submit an application to the Department of Transportation's Parking Office - Attn: Mike Woolson, located at 221 E. Walnut Street, Suite 199, Pasadena, CA 91109.
2. Valet parking operations require a sponsor's permit (usually the business or property owner of the establishment providing the service) and an operator's permit (the company responsible for the driving of vehicles to and from the valet location(s)).
3. Sponsor's Valet Parking Permit

A Sponsor is typically a business or property owner and is ultimately responsible for ensuring that the valet parking operator is compliant with all rules and regulations pertaining to the valet parking operation. The Sponsor is responsible for all street usage and parking meter fees for use of on-street parking or loading spaces used for drop-off and pick-up of vehicles.

Documents that shall be accompanied with a valet parking permit application for the Sponsor include the following:

- a. A signed statement by the Sponsor that there is a need for valet services.
- b. Certificate of Insurance for the selected valet operator.
- c. A copy of the selected valet operator's current operator permit issued by the city.
- d. A circulation map indicating the routes to be used between any passenger loading zone (or other vehicle drop-off point), the parking or storage location, and back to the pickup point. (The diagram shall indicate the location of any proposed signs or attendant's stands, including the dimensions of the signs or attendant's stands with respect to the sidewalk area.) If the business establishment provides sidewalk dining, the diagram should also show the sidewalk dining area.
- e. A copy of a written contract, license or lease between the Sponsor (or the Sponsor's establishment) and the operator of any parking facility or storage area designated as the parking or storage location. (The contract or covenant shall contain a provision that it cannot be cancelled without at least thirty (30) days written notice to the other party and to the City of Pasadena.)

- f. Disclosure of all prior valet parking permits issued to the Sponsor's current or prior businesses located in Pasadena.
- g. Non-profit organizations must submit a copy of the organization's 501 (C) 3 form.

The Sponsor will also be notified of any violations to the permit and failure of the Sponsor or the Operator to comply with any regulations may result in revocation of the permits.

4. Operator's Valet Parking Permit

The valet company that will provide services to the Sponsor must obtain an Operator's permit. An application for the Operator shall be accompanied by the following documents:

- a. Certificate of Insurance – The City of Pasadena must be listed as additional insured on general liability policies. See Valet Operator's Permit Application for complete details on insurance requirements.
- b. A copy of a valid California driver's licenses for all valet attendants (that will work in the City of Pasadena) employed by the Operator's company.
- c. Disclosure of all prior valet parking permits issued by the City of Pasadena to Operator's business.
- d. A current business license issued by the City of Pasadena.
- e. (All fees are reviewed annually and are subject to change. Please consult the General Fee Schedule for the most current fees.)

ANY NEW SPONSOR OR OPERATOR'S PERMIT APPLICATIONS WILL REQUIRE A PUBLIC HEARING HELD BY THE DIRECTOR OF TRANSPORTATION OR HIS DESIGNEE. THIS PROCESS NORMALLY TAKES 4-6 WEEKS.

- 5. Valet sponsor permits may be issued as an annual permit or as a special event permit.

Annual Permits - are issued to locations which are likely to be operated for more than 30 calendar days in a calendar year on a daily or regular basis. An example of an annual permit would be valet services provided year round for a restaurant.

Estimated processing time: 20 working days

Special Event Permits - may be issued for non-recurring events or when valet parking services are needed for 30 calendar days or less. Special event permits may be renewed for one additional 30-calendar day period. An example of a special event sponsor permit would be valet services provided for a holiday party.

Processing time: 10 work days

- 6. Once information is submitted to the Department of Transportation all documentation will be reviewed and the applicant will receive a response. Applications may be approved, partially approved, or denied.

RULES & REGULATIONS – PLEASE READ CAREFULLY

Pursuant to PMC 12.14.090, all permits issued shall conform to the following requirements and such regulations as may from time to time be issued by the Director of Transportation:

OPERATORS:

1. No vehicle queuing is allowed on the public right-of-way at any time. No vehicle may stop or stand at a drop-off or loading area for longer than 15 minutes.
2. Valet operators shall park valet vehicles in the approved garage as submitted with their valet permit application. Valet operators shall not park, stop, or store vehicles in the public right of way, at metered spaces, or other on street parking locations for longer than 15 minutes.
3. All operators shall be responsible for providing adequate automobile storage to accommodate all valet parked vehicles, without using streets or other public property.
4. All operators, during the course of their valet operations, shall only occupy parking spaces approved by the Department of Transportation for their valet permit for loading and unloading of patrons using valet services.
5. All operators shall post valet parking signs. All valet parking signs shall reflect the hours of operation as approved by the Department of Transportation and listed on the valet permit.
6. The operator shall, upon the receipt of each motor vehicle accepted for valet parking, give a claim check to the owner. The claim check shall explicitly state the terms and conditions under which the vehicle is being accepted.
7. A copy of the valet operator's and valet sponsor's permits and route diagram must be posted and maintained at every valet parking operation site. Permits and licenses shall be made available to the Department of Transportation and other City or parking enforcement staff upon request.
8. Valet parking stands located in the public right-of-way shall be placed within the approved locations and in a manner that minimizes interference with the flow of pedestrian traffic on the sidewalk.
9. Valet umbrellas located within the public right-of-way shall maintain a minimum height clearance of seven feet.
10. No signs, cones, delineators, or other items may be placed in the public right-of-way without receiving prior approval from the Department of Transportation.

By signing below I acknowledge that I have read and understand the above rules regarding valet operation.

Signature of Valet Operator

Date

Name of Business

Address

For Office Use Only

Permit No.

RULES & REGULATIONS – PLEASE READ CAREFULLY

SPONSORS:

1. Sponsors must post a sign during their business hours at each location where they take possession of vehicles. The sign must identify the name, address and telephone number of the operator, the rates charged and the hours of operation. The sign must be approved in advance by the Department of Transportation.
2. A sponsor's permit continues to be valid at the approved site, even though the sponsor changes operators. The new operator at the site must have a valid operator's permit. The sponsor shall notify the Department of Transportation when there is a change in valet operators.
3. Use, occupation and obstruction of the public right-of-way which is permitted under this chapter may be temporarily suspended, without prior notice or hearing, when, in the discretion of the director, the police chief, or the fire chief, any such use, occupation or obstruction may interfere with public safety efforts or programs, street improvement activities, special events, construction activities, cleaning efforts or other similar activities, or with the health, welfare or safety of the public.
4. The director may, in his or her sole discretion, place additional conditions upon the issuance of the permit in order to insure the protection of the public rights-of-way and the rights of all adjoining property owners and the health, safety and welfare of the public.
5. Permits for the use of the public right-of-way shall be considered temporary and nonpermanent in nature, and permittee shall have neither property interest in nor any entitlement to the granting or continuation of any such permit.
6. Permits for the use of the public right-of-way may be terminated by the city, with or without cause, regardless of the nature and scope of financial or other interest in, or on account of, the permit or the permitted use.
7. Permits and activity pursuant to permits shall conform with all other applicable city and other governmental requirements.
8. The sponsor is ultimately responsible for ensuring that the valet parking operator is compliant with all rules and regulations pertaining to the valet parking operation.

By signing below I acknowledge that I have read and understand the above rules regarding valet operation.

Signature of Sponsor

Date

Name of Business

Address

For Office Use Only

Permit No.

ADDITIONAL REQUIREMENTS FOR VALET PARKING OPERATIONS OCCURING IN RESIDENTIAL AREAS

The Department of Transportation highly encourages the use of off site parking lots, facilities, and shuttles to accommodate guest parking for special events held in residential areas. On occasion, as a special privilege, residents may be approved to use the street or public right-of-way for parking valet vehicle overflow. As a condition of approval, the following additional conditions shall apply:

1. Use of private property to park valet vehicles (if available) is required prior to use of the public right-of-way.
2. If overflow parking for valet vehicles is approved by the Department of Transportation, distribution of a notification letter to neighbors who may be impacted by the use of the public right-of-way is required at least 3 days prior to the event.

Distribution of notification letter:

- The sponsor shall be responsible for notification of residents within a 300 ft. radius and any residents who live along the area where parking of overflow vehicles is approved. The sponsor shall submit a written certification that all notices have been distributed in person or by mail. The City will assist with identification of residents that shall be notified.

The notification letter shall include the following:

- Date(s), hours, and description of the event
- The name of the street(s) and boundaries which have been approved by the Department of Transportation for parking overflow vehicles
- The name and telephone number of the sponsor
- The name and telephone number of the valet parking operator
- The name and telephone number of the City of Pasadena Department of Transportation

A copy of the notification letter must be approved by the Department of Transportation prior to distribution. Certification that residents have been notified shall be submitted to the Department of Transportation prior to approval of a special event valet permit.

VALET PARKING PERMIT CHECKLIST

The items listed below must be submitted with your completed application. Only complete applications will be accepted.

_____ **STATEMENT OF NEED:** A signed statement by the sponsor that there is a need for valet services.

_____ **INSURANCE:** Certificate of Insurance from your valet operator (must be made out to the City of Pasadena).

_____ **VALET OPERATORS PERMIT:** A copy of your valet operator's current City of Pasadena operator permit issued by the city (valet operators without a valid operator's permit are subject to a minimum 20 day delay for processing of new permit).

_____ **CIRCULATION MAP:** A circulation map indicating the routes to be used between any passenger loading zone or other vehicle pickup point and the parking or storage location, and back to the initial pickup point. The diagram shall indicate the proposed location of any signs or attendant's stands, including the dimensions attendant's stands with respect to the sidewalk area. If your establishment provides sidewalk dining, the diagram should also show the sidewalk dining area. (Diagram should be obtained from your valet operator).

_____ **PARKING AGREEMENT:** A copy of a written contract, license or lease between you (or your establishment) and the operator of any parking facility or storage area designated as the parking or storage location. The contract or covenant must contain a provision that the contract shall not be cancelled without a minimum thirty (30) day written notice to the contractor and the City.

_____ Disclosure of all prior valet parking permits issued to your current or prior Pasadena businesses (copy of last valet sponsor permit).

_____ **PAYMENT:** Payment of all fees

VALET PERMIT FEES
(Valid July 1, 2013 through June 30, 2014)

Application Processing Fee (required of all permits)	\$ 41.97
Special Event Sponsor Permit Fee	\$131.70
Permit Revision (Sponsor or Operator)	\$ 83.45
New Sponsor's Application Fee (required for Public Hearing) (Must be included with application packet – <u>SEPARATE CHECK</u>)	\$908.90
Annual Sponsor Permit Fee (Renewal)	\$ 75.40
Expedited permit fee (applied if the permit is not submitted in the specified time frame)	\$170.90
Valet Sign Installation	\$122.65
Temporary No Parking Signs	\$ 1.50 each

Valet Passenger Loading and Unloading

Parking Meter Cover Fee (for metered spaces) or a Street Usage Fee (for non-metered spaces) will be billed monthly for annual permits or shall be collected at the time of permit issuance for Special Event permits:

Parking Meter Cover Fee per Space:	Full Meter Rate
Street Usage Fee per Space:	\$1.00/Hour

EVENT LOCATION INFORMATION

15. Type of Event & Proposed Location of Valet Operation: (Be Specific)

Type of Event: _____
(Birthday, Fundraiser, etc.)

Address & Location Description: _____

Is it located in: ☐ Business/Commercial District ☐ Residential Area (requires notification to neighbors)

16. Number of Parking Spaces Requested (Include Parking Meter Numbers if applicable):

Note: MAXIMUM OF 2 SPACES UNLESS OTHERWISE APPROVED

of Parking Spaces Requested: _____ Are they metered spaces: ☐ Yes ☐ No

If so, List Meter #'s & Space #'s: _____

17. Proposed Date(s) and Hours of Valet Parking Operation:

18. Date(s): _____ or ☐ Annual Permit

19. Hours: _____

20. Number of Valet Attendants for this operation: _____ Number of Vehicles Expected: _____

21. If this is a Restaurants/Business what is the seating or other capacity of the establishment:

Seating _____ Other _____

22. Does the establishment currently have sidewalk dining? _____
If yes, please provide a sketch with dimensions of the sidewalk dining area and the sidewalk

23. **FOR ANNUAL PERMITS ONLY** PARKING METER COVER FEE OR STREET USAGE FEES WILL BE BILLED MONTHLY. PLEASE LIST RESPONSIBLE PARTY TO WHOM MONTHLY BILLINGS FOR METER AND STREET USAGE FEES ASSOCIATED WITH VALET OPERATIONS SHOULD BE BILLED. (IF NO ONE IS LISTED, FEES WILL BE BILLED TO THE SPONSOR):

Name: _____ Primary Contact Name: _____

Address: _____

City: _____ Zip Code: _____

Phone:() _____ Cell:() _____ Fax:() _____

Email Address: _____

All valet operations will be subject to any and all rules and regulations mandated by the City of Pasadena's Valet Parking Ordinance (P.M.C 12.14) and those listed with this application. By signing below, you acknowledge the above indicated fees and agree to the monthly billing process (as applicable) for the use of on-street parking spaces to operate a valet parking service for your establishment. You also agree that you have received a copy of Pasadena's Valet Parking Ordinance and to abide by all the rules and regulations of the Ordinance.

Applicant Signature

Date

Printed Name

Title

Please return this form with all requested attachments including separate checks or money orders as required for any and all fees due. No cash or credit card payments will be accepted. Fees must be made payable to City of Pasadena and delivered to:

Department of Transportation - Parking Division, Attn: Mike Woolson
221 East Walnut Street, Suite 199 • Pasadena, California 91101
Office (626) 744-7359 • FAX (626) 578-0746



City of Pasadena

Department of Transportation – Mike Woolson
221 E. Walnut St., #199
Pasadena, CA 91101
(626) 744-7359

**This application is valid from
7/1/14 to 6/30/2015. No previous
version will be accepted for
FY2015.**

VALET OPERATOR APPLICATION (FOR ANNUAL VALET OPERATOR PERMIT RENEWAL)

(Please print or type)

1. Valet Company: _____
 Address: _____
 City: _____ State: _____ Zip Code: _____
 Phone: () _____ Email: _____ FAX: _____
 Pasadena Business License Number: _____ Exp. Date: _____
 Tax Identification Number: _____
2. Primary Contact and Telephone Number
 (Must be available at all times during hours of valet operation in Pasadena)
 Name: _____ Phone: () _____ Email: _____
3. List the name and address of every officer or partner and of every owner of 10% or more of your business.
 _____ / _____
 (Attach additional sheet if necessary)

The following documents must be returned with your completed application:

- a. Current certificate of insurance (see attached pages for further details)
 - i. Certificate must list the City of Pasadena as certificate holder
 - ii. 221 E. Walnut St. #199, Pasadena, CA 91101, Attn: Mike Woolson
- b. Photocopy of your current business license.
- c. Proof of valid driver's license's for all valet attendants such as a DMV printout for all valet attendants.
- d. Disclosure of prior valet parking permits.
- e. Application/Permit/Process Fees:
 - \$ 41.97 (processing fee)
 - \$ 83.45 (annual Valet Operator permit fee)
 - \$908.90 (new Valet Operator ONLY – non-refundable fee for public hearing)

NOTE: Make checks or money orders payable to the CITY OF PASADENA

Please return completed application and all requested documents to:

City of Pasadena
Department of Transportation – Attn: Mike Woolson
221 East Walnut Street #199, Pasadena, CA 91101
(626) 744- 7359 / Fax (626) 578-0746

TERMS AND CONDITIONS: All valet operations will be subject to the City of Pasadena's Valet Parking Ordinance PMC Chapter 12.14. In order to maintain a valid Valet Operator's Permit, you must keep your insurance and business license current. Valet Operator's permits are required to be renewed annually. By signing below you agree to the aforementioned terms and conditions.

Signature: _____

Date: _____

Print Name: _____

Appendix 7: CAFRA Permit



**STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

(See Issuing Division below)

PERMIT*



The New Jersey Department of Environmental Protection grants this permit in accordance with your application, attachments accompanying same application, and applicable laws and regulations. This permit is also subject to the further conditions and stipulations enumerated in the supporting documents which are agreed to by the permittee upon acceptance of the permit.

Permit No. 1303-03-0001.2		Application No. 1303-03-0001.2	
Issuance Date March 26, 2004	Effective Date March 26, 2004	Expiration Date March 26, 2009	
Name and Address of Applicant City of Asbury Park & Asbury Partners 1 Municipal Plaza Asbury Park, NJ 07712	Name and Address of Owner SAME	Name and Address of Operator	
Location of Activity/Facility (Street Address) See Attachment A	Issuing Division Land Use Regulation Program	Statute(s) NJSA 13:19-1	
Type of Permit CAFRA	Maximum Approved Capacity, if applicable		



This permit grants permission to: construct 3,164 dwelling units, 450,000 square feet of commercial space, the upgrade of the storm sewer system, upgrade of the sewerage treatment plant along with upgrade and rehabilitation of the sewer lines within the renewal area, rehabilitation of the boardwalk, Casino Convention Hall and Powerhouse historic structures and reestablishment of private and public beach clubs subject to the conditions specified on Pages 2 - 6 and is authorized under and in compliance with the Coastal Zone Management: Rules as amended to January 20, 2004. The plans hereby approved consist of the following:

Wesley Lake Kushner development is represented on plans entitled "Preliminary and Final Major Site Plan for Wesley Lake Village-District Phase I" prepared by Geoffrey R. Lanza of Paulus, Sokolowski and Sartor, sheets C-01 through C-12 dated August 15, 2003 and revised to March 19, 2004.

Paramount Homes development on Block 208 is represented on plans entitled "Preliminary and Final Major Site Plan, Block 208, Lots 1,2,3, & 4, City of Asbury Park, Monmouth County, unrevised, prepared by Timothy V. Holmes of Najarian Associates in 6 sheets and dated June 27, 2003.

Paramount Homes development on Block 207 is represented on 6 sheets entitled: "Preliminary and Final Major Site Plan, Block 207, Lot 1, City of Asbury Park, Monmouth County, dated June 27, 2003 and revised March 25, 2004, and prepared by Timothy V. Holmes of Najarian Associates.

Other general development plans are as follows:

Stormwater Sceptor Phasing Plan, prepared by Schoor Depalma, dated July 15, 2003, revised to March 4, 2004.

Oceanfront Asbury/North Shore Plan, prepared by the firms of Ehrenkrantz, Eckstut & Kuhn and Clarke Caton Hintz (CCH), dated June 26, 2003

Intertidal and Subtidal Shallows Disturbance Plan, prepared by Schoor DePalma and dated July 15, 2003

Ocean Avenue Existing Pavilion Elevations, prepared by CCH, undated

Overall Landscape Plan, Oceanfront Asbury, prepared by CCH and dated July 2003

Wesley Lake Plaza, Oceanfront Asbury, prepared by CCH and dated July 2003

Prepared by: *K. Broderick*
Kevin J. Broderick, Manager

(See page 6 for details)

CLAUDE FRENCH
COUNTY CLERK
MONMOUTH COUNTY
NEW JERSEY

INSTRUMENT NUMBER
2004077057

RECORDED ON

Apr 07, 2004

7:32:07 PM

BOOK=08-8347

PAGE=9115

Total Pages: 61

COUNTY RECORDING FEES \$373.00

DEDICATED TRUST FUND \$2.00

COMMISSION

NJ PRESERVATION ACCOUNT \$305.00

TOTAL \$680.00

NJ PERMIT

*8347-9115
REC 4/7/04*

City of Asbury Park & Asbury Partners
CAFRA Permit #1303-03-0001.2
Terms and Conditions

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GENERAL DEVELOPMENT PLANS (Continued from Page 1)

Planting Design of Streets, Oceanfront Asbury, prepared by CCH and dated July 2003
Surfaces and Furnishings for Streets, Oceanfront Asbury, prepared by CCH and dated July 2003
Bus Stop, Oceanfront Asbury, prepared by CCH and dated July 2003
Seventh Avenue Terminus, Oceanfront Asbury, prepared by CCH and dated July 2003
North Shore Dunes, Oceanfront Asbury, prepared by CCH and dated 2003
Statement of Compliance with the rules on Coastal Zone Management (NJAC 7:7E) for Asbury Park Waterfront Development, City of Asbury Park, Monmouth County, New Jersey and prepared by the firms of Clark, Caton & Hintz and Schoor Depalma, dated May 2003 and
The Asbury Park Waterfront Development Plan adopted November 7, 1984 and revised through June 5, 2002.
North Shore Dunes, Oceanfront Asbury dated December 2003

GENERAL TERMS AND CONDITIONS

1. This permit is revocable, or subject to modification or change at any time, pursuant to the applicable regulations, when in the judgement of the Department of Environmental Protection of the State of New Jersey such revocation, modification or change shall be necessary.
2. The issuance of the permit shall not be deemed to affect in any way action by the Department of Environmental Protection of the State of New Jersey on any future application.
3. The works, facilities, and/or activities shown by plans and/or other engineering data, which are this day approved, subject to the conditions herewith established, shall be constructed and/or executed in conformity with such plans and/or engineering data and the said conditions.
4. No change in plans or specifications shall be made except with the prior written permission of the Department of Environmental Protection of the State of New Jersey.
5. The granting of this permit shall not be construed to in any way affect the title or ownership of property, and shall not make the Department of Environmental Protection or the State a party in any suit or question of ownership.
6. This permit does not waive the obtaining of Federal or other State or local government consent when necessary. This permit is not valid and no work shall be undertaken until such time as all other required approvals and permits have been obtained.

City of Asbury Park & Asbury Partners
 CAFRA Permit #1303-03-0001.2
 Terms and Conditions

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- applicable to the Kushner and Paramount developments respectively proposed on Blocks 118 and Blocks 207 and 208.
23. Permittee must supply the type of device that will be incorporated into the stormwater sewer system and maintenance/operation program for all aspects of the stormwater system.
 24. Prior to occupation of the Wesley Lake development on Blocks 118, 128 and 129 and the Paramount development proposal on Blocks 207 and 208, the permittee shall submit proof to the Program that the devices proposed to handle the stormwater generated by these projects are installed and operational.
 25. As a condition of this CAFRA permit and within 90 days of occupation of any residential or commercial building authorized by this permit, the permittee shall submit an implementation schedule for the improvements detailed below. All improvements will need to be in place prior to build out of the project.
 - a. remove the existing traffic signals along Kingsley Street between First Avenue and Deal Lake Drive as well as the existing flashing traffic signals along Ocean Avenue between First Avenue and Sunset Avenue.
 - b. Implement related improvements include signal timing and phasing enhancements as well as re-striping specific intersections to improve capacity.
 - c. Restripe the Asbury Avenue east and westbound approaches at Memorial Drive to provide separate left and through/right turn lanes
 - d. At the Asbury Avenue and Route 71 intersection, implement signal timing and phasing adjustment to allow east and westbound left-turn advance movements.
 - e. Restripe Route 71 north and southbound approaches to Asbury Avenue to provide separate left, through, and shared through/right turn lanes. In order to accomplish this, one block of parking will be removed from each quadrant of this intersection.
 - f. Implement a signal timing enhancement and phasing adjustment at Route 71 to provide a northbound advance phase. Restripe the Sunset Avenue approaches to Route 71 to include left and shared through/right turn lanes.
 - g. Reduce Asbury Avenue and Cookman/Kingsley Avenue to a four-legged intersection by removing the southern leg of Kingsley Avenue between Cookman and Lake Avenue as well as a traffic signal upgrade.
 - h. Reduce the intersection of Cookman and Lake Avenue as well as a traffic signal upgrade.
 - i. Reduce the intersection of Cookman with Heck Street/Monroe Avenue to a five-legged intersection with a three-phase signal by removing the eastern leg of Monroe between Cookman and Lake Avenue.
 - j. Upgrade the existing traffic signals at the intersections of Asbury Avenue and Cookman Avenue as well as Cookman Avenue with Heck Street and Monroe Avenue to provide more efficient operations and improved movement of future traffic.
 26. As a condition of this CAFRA permit and prior to any disturbance on blocks 219 and 222, the permittee shall submit design plans incorporating the following:

City of Asbury Park & Asbury Partners
CAFRA Permit #1303-03-0001.2
Terms and Conditions

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- a. For all construction proposed for block 222, any development shall provide for 2 off-street parking spaces per unit
- b. For all "new" construction proposed for block 219, any development shall provide for 2 off-street parking spaces per unit
- c. For any building rehabilitated within block 219, plans shall provide for 1.5 off-street parking spaces per unit.
- d. Any buildings within block 219 that do not get rehabilitated, will not need to provide parking beyond what they currently have.

27. Prior to construction of developments not specifically cited in this permit, the permittee shall submit for review and approval of both the Program and TRC plans for the specific development. The Program will evaluate individual development plans to determine consistency with this permit, and shall issue a Condition Compliance letter reflecting consistency or inconsistency with this permit and associated Summary Report document.

Mark N. Mauriello
Mark N. Mauriello; Director
Land Use Regulation Program

3/26/04
Date

C: Bureau of Coastal and Land Use Enforcement
Municipal Construction Official
Municipal Clerk

R+R Alliance Title Agency
Charge
Acct # 009

19 W. Main St.
Freehold, NJ
07728

Attachment: Asbury Park Municipal Public Access Plan 20180618 COMPRESSED FINAL DEP approved (2018-314 : Referring the Municipal

ATTACHMENT A**State Plane Coordinates**

Northeast corner	
509526N	2187027E
Northwest corner	
509498N	2185012E
Southeast corner	
504578N	2185837E
Southwest corner	
504260N	2183762E

Blocks and Lots**Redevelopment Area**

Block 118, Lots 1-10
 Block 127, Lots 1-11
 Block 128, Lots 1 and 2
 Block 129.01, Lot 1
 Block 129.02, Lot 1-13
 Block 130, Lots 1-8
 Block 131, Lots 1-4
 Block 132, Lots 1-13
 Block 142, Lots 1-21
 Block 143, Lots 1 and 2
 Block 144.04, Lot 1
 (formerly 144.01, 144.02, and 144.03)
 Block 144.02, Lot 1
 Block 143.03, Lot 1
 Block 145, Lots 1 and 2
 Block 146, Lots 1-5
 Block 159, Lots 1-28
 Block 160, Lots 1-9
 Block 161, Lots 1,2,4,6,8,9
 Block 162, Lots 1-16
 Block 175, Lots 1-22
 Block 176, Lots 1-6
 Block 177, Lots 1-4
 Block 178, Lots 1-16
 Block 190, Lot 1
 Block 191, Lot 1
 Block 192, Lot 1

Block 193, Lots 1-8
 Block 206, Lots 1-12
 Block 207, Lot 1
 Block 208, Lot 1-4
 Block 209, Lots 1-8
 Block 219, Lots 1-3
 Block 220, Lot 1
 Block 221, Lot 1
 Block 222, Lot 1
 Block 227, Lot 1
 Block 226, Lot 1
 Block 229, Lot 1

Rehabilitation Area

Block 141, Lots 1-11
 Block 147, Lots 1-7
 Block 148, Lot 1
 Block 157, Lots 1-20
 Block 158, Lots 1-20
 Block 163, Lots 1-15
 Block 164, Lots 1-15
 Block 173, Lots 1-19
 Block 174, Lots 1, 2.01, 2.02, 3-11
 Block 179, Lots 1-12
 Block 180, Lots 1-18
 Block 189, Lots 1

Block 197, Lots 1, 2, 3.01, 4, 4.01-4.50,
4.51-4.78, 5-8, 8.01-8.20, 10-14, 14.01-
14.04

Block 195, Lots 1-9

Block 204, Lots 1-20

Block 205, Lots 1-9, 9.01-9.25, 10-19

Block 210, Lots 7-15

Block 211, Lots 1-6, 6.01-6.20, 7, 7.01-
7.52, 8, 9

Block 217, Lots 1-6

Block 218, Lots 7, 8, 8.01-8.46, 9-20

Asbury Park Waterfront Redevelopment
CAFRA Permit

Asbury Park, Monmouth County
Land Use Regulation Program #1303-03-00012

STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
LAND USE REGULATION PROGRAM

SUMMARY REPORT

MARCH 26, 2004

INTRODUCTION

The Coastal Area Facility Review Act (N.J.S.A. 13:19-1 et seq.) requires that a Permit be obtained from the Department prior to undertaking certain development activities in the CAFRA area. This conditional CAFRA permit is being issued to Asbury Partners, LLC and the City of Asbury Park and entails the construction of 3,164 dwelling units, approximately 450,000 square feet of commercial space, utilities, infrastructure improvements and landscaping.

ADMINISTRATIVE HISTORY

Prior to submission of a formal CAFRA permit application, the Department conducted a number of pre-application meetings with the applicant to discuss the proposed development and regulatory requirements associated with the project. Representatives of the Department of Community Affairs also participated in these meetings to ensure that the full scope of the project and potential impacts were discussed. These pre-application meetings also included field inspections of the proposed redevelopment area to identify specific issues of concern to the Department.

On May 13, 2003, the applicant's agent, Schoor DePalma, (agent), submitted a CAFRA permit application to the Land Use Regulation Program (LURP). In support of the application was the required Environmental Impact Statement (EIS) prepared by the firms of Schoor DePalma and Clarke Caton and Hintz. The initial application did not contain public notices as specified in the Coastal Permit Program rules and re-notification of the application was accomplished on June 17th, 2003.

Upon review of the information provided to LURP the application was found to be insufficiently detailed to declare the application complete for public hearing and the Program issued a deficiency letter to the agent on June 24, 2003.

In response to the Program's deficiency letter and request for additional information, the agent submitted additional information to the Program on July 28, 2003 and the permit application was declared complete for public hearing as of August 11, 2003, with a public hearing subsequently scheduled for September 25, 2003. The public hearing was held on September 25, 2003 at the Paramount Theater in Asbury Park.

ORIGINAL DOCUMENT POOR QUALITY

Asbury Park Waterfront Redevelopment
CAFRA Permit

Asbury Park, Monmouth County
Land Use Regulation Program #1303-03-0001.2

There were approximately 400 citizens in attendance. Commentors presented opinions both for and against the development.

DEP received several hundred letters during the 15-day comment period following the hearing. Majority of the letters, concerned the treatment of Historic and Archaeological resources.

Contained within the preliminary analysis generated for the public hearing were several requests for additional information. The applicant's agent responded to the last of the requests on December 30, 2003

The application was declared complete for review on December 30, 2003 and the statutory 90-day deadline for a decision on this application is March 28, 2004.

SITE DESCRIPTION

- The redevelopment area (project) is approximately 213.3 acres in size and is bounded by the Atlantic Ocean and boardwalk to the east, Grand Avenue to the west, Wesley Lake to the south and Deal Lake to the north. The project area is further subdivided into Prime Renewal, Renovation/Infill (Infill Area) and the Boardwalk areas described below.
- **Prime Renewal Area:** Area bounded by Bergh and Webb Streets in the west; Ocean Avenue in the east; stretches along Wesley Lake to Grand Avenue and Deal Lake in the North. The prime renewal area is currently largely vacant
- **Renovation/Infill Area:** Area bounded by Grand Avenue in the west; Bergh and Webb Streets in the east; Deal Lake Drive in the north and Sewall Avenue in the south. The infill area is currently occupied with various types of development ranging from single family detached dwellings to small boarding houses/hotels.
- **Boardwalk Area:** All areas east of Ocean Avenue. This area is developed with the boardwalk, Convention Hall, Casino, the Powerhouse and several one and two story pavilions between the boardwalk and Ocean Avenue.

PROJECT DESCRIPTION

As described in the Asbury Park Waterfront Development Plan, adopted by the City on November 7, 1984 and revised to June 5, 2002, the proposed redevelopment of Asbury Park will result in the construction of 3,164 dwelling units, 450,000 square feet of commercial space, the upgrade of the storm sewer system, upgrade of the sewerage treatment plant along with upgrade and rehabilitation of the sewer lines within the renewal area, rehabilitation of the boardwalk, Casino, Convention Hall and Powerhouse historic structures and reestablishment of private and public beach clubs.

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The ambitious goals of the redevelopment plan (the Plan) are to provide a variable environment for development to occur and which would make Asbury Park a destination not limited to just the beach, but also one where people would once again want to live and raise their children. The Plan divides the redevelopment area into several distinct districts as described below.

Wesley Lake Village

The development plan for this area envisions smaller scale residential development taking advantage of the smaller angular blocks close to Wesley Lake. The Plan calls for the creation of low-rise residential buildings along Lake Avenue with increased building height (4-stories) along the south side of Cookman Avenue. The north side of Cookman Avenue is proposed for the construction of mid-rise (6-8 stories) residential buildings.

The Wesley Lake area is subject to an ongoing residential proposal by the Kushner Companies and their proposal to construct 146 dwelling units and 9,130 square feet of retail area. The development will provide 253 off-street parking spaces in ground level parking structures, garages and driveways. On-street parking will total 66 spaces.

The work is proposed on blocks 118, 128, 129.01 and 129.02 and is represented on plans entitled "Preliminary and Final Major Site Plan for Wesley Lake Village District Phase I" prepared by Geoffrey R. Lanza of Paulus, Sokolowski and Sartor, sheets C-01 through C-12, dated August 15, 2003 and revised to March 19, 2004. The plans as noted above are presently before the Asbury Park Technical Review Committee for compliance with the Waterfront Development Plan. Based on the Summary Report that follows, the Kushner Wesley Lake development has satisfied the Rules on Coastal Zone Management and as described in the attached permit, is authorized to start construction provided all permit conditions are satisfied.

OCEAN AVENUE/ENTERTAINMENT DISTRICT

The five blocks along Ocean Avenue between the Casino and Convention Hall will be the core of Asbury's entertainment district with the goal of making this section of the city a lively/active area with continuous ground floor retail, restaurant and retail operations with the rehabilitated pavilions containing more seasonal uses. The Plan calls for the development of mixed use buildings facing Ocean Avenue that are no more than 3 stories in height with varied rooflines. In between Ocean and Kingsley Avenues, development will range between 4-8 stories in height. Along Kingsley, mid-rise residential (6-8-story) development is proposed with the mid-block buildings 3 to 4 stories to provide greater ocean views of the ocean through the blocks. On the western border of this district, building heights will decrease from mid-rise to town house scale to transition into the existing scale of the adjacent residential neighborhoods.

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NORTH SHORE DISTRICT

The north shore district extends from Deal Lake in the North to Convention Hall in the south and is intended to have a different character than the ocean avenue district with more focus on residential development than the blocks to the south. The Plan calls for the re-opening of the city street grid to Ocean Avenue and to provide an appropriate terminus at the northern limit of Ocean Ave presently blocked by the existing sewer plant. Overall the Plan contemplates the development of residential structures in the range of 4 to 8 stories on Kingsley with a decreased height to town house scale as you move towards Webb Avenue.

At the northern terminus of Ocean Avenue, two 8-story residential structures are proposed for the intersection of Seventh and Ocean. The construction of these buildings will provide a visual screen to the existing sewer plant while also serving as the northern terminus of Ocean Avenue. The round- about proposed at Ocean Avenue and 7th Street will provide an open public space containing ornamental plantings and park space.

North of the sewer plant, there is an existing 26-story apartment building known as the Asbury Towers. Given the existing building is much larger than any other development in the area either existing or proposed, the Plan calls for the construction of an 8-story residential building just north of Asbury Towers. The 8- story height will serve to transition the Asbury Towers height as you approach the city from the north and will be constructed perpendicular to the orientation of the ocean. Associated with the construction of the 8-story building, the Plan also contemplates the construction of townhomes along the eastern border of Asbury Towers.

The Plan for the North Shore area, in addition to the residential structures noted above, contemplates the re-establishment and enhancement of dunes and a meandering boardwalk out shore of the proposed town homes. The boardwalk will serve as a public connector piece between Asbury Park and Loch Arbor to the north.

Specific development plans for the North-Shore district have been submitted by Paramount Homes. As detailed on plans prepared by Timothy V. Holmes of Najarian Associates and entitled "Preliminary and Final Major Site Plan, Block 208 also, Lots 1,2,3&4, City of Asbury Park, Monmouth County " in 6 sheets dated June 27, 2003 and unrevised. Development on Block 208 also known as the Riviera Block will consist of the construction of 201 dwelling units in two 8-story buildings and one 6-story building.

Paramount Homes will also construct 153 dwelling units on Block 207, Lot 1. Units will be constructed in two 8-story buildings and one 4-story building. Off-street parking will be provided in a 3 story parking structure with a proposed ratio of 1.5 spaces per dwelling unit for total of 230. On street parking of 77 spaces is intended to service the remainder of this blocks parking needs. Development on is represented on plans in 6 sheets, prepared by Timothy V. Holmes of Najarian Associates and entitled " Preliminary and Final major Site Plan, Block 207, Lot 1, City of Asbury Park, Monmouth County." Dated June 27,2003 and unrevised.

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Based on the Summary Report that follows, the Paramount projects on Block 207 and 208, have satisfied the Coastal Zone Management Rules and as described in the attached permit, are authorized to start construction provided that prior to the start of construction, permit conditions have been satisfied.

ANALYSIS

The Land Use Regulation Program (Program) recognizes the importance of redeveloping Asbury Park and the difficulty of putting a specific development proposal forward that details where all development is to occur. Therefore, the Summary Report that follows will evaluate the Elements of the Asbury Park Waterfront Redevelopment Plan, adopted November 7, 1984 and revised to June 5, 2002 in terms of the standards detailed in the Coastal Zone Management rules at N.J.A.C. 7:27E-1.1 et seq. Therefore, this CAFRA permit authorizes construction within the entire redevelopment area, in accordance with the specific conditions contained in the permit.

To insure that individual projects comply with the development guidelines specified in the Plan, a Technical Review Committee (TRC) has been established. The TRC includes representatives from the Department of Environmental Protection, Department of Community Affairs, Asbury Park Planning Board and Town Council, along with hired professionals from the architectural and planning profession. The TRC meets on an informal basis with developers for projects in both the prime and infill portions of the redevelopment zone and TRC members evaluate the development proposals in the context of the Plan. The TRC makes recommendations on the proposal before them and either moves the application to the Council for final approval, or requests that changes be made before the application is ripe for further consideration by the TRC and eventually, City Council.

The overall goal of this analysis is to determine if the Plan is consistent with the Coastal Zone Management rules so that when development plans are brought before the TRC, the DEP will also be able to find the projects in compliance with this CAFRA permit.

Unless otherwise specified in this analysis, the Program has not reviewed specific development plans for individual projects within the redevelopment area. However, in support of the pending CAFRA application, the applicant's consultants have submitted the following information for review by the Department:

- Stormwater Septor Phasing Plan, prepared by Schoor Depalma, dated July 15, 2003, revised to March 4, 2004.
- Oceanfront Asbury/North Shore Plan, prepared by the firms of Ehrenkrantz, Eckstut & Kuhn and Clarke Caton Hintz (CCH), dated June 26, 2003
- Intertidal and Subtidal Shallows Disturbance Plan, prepared by Schoor DePalma and dated July 15, 2003
- Ocean Avenue Existing Pavilion Elevations, prepared by CCH, undated
- Overall Landscape Plan, Oceanfront Asbury, prepared by CCH and dated July 2003
- Wesley Lake Plaza, Oceanfront Asbury, prepared by CCH and dated July 2003

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- Planting Design of Streets, Oceanfront Asbury, prepared by CCH and dated July 2003
- Surfaces and Furnishings for Streets, Oceanfront Asbury, prepared by CCH and dated July 2003
- Bus Stop, Oceanfront Asbury, prepared by CCH and dated July 2003
- Seventh Avenue Terminus, Oceanfront Asbury, prepared by CCH and dated July 2003
- North Shore Dunes, Oceanfront Asbury, prepared by CCH and dated 2003
- Statement of Compliance with the rules on Coastal Zone Management (NJAC 7:7E) for Asbury Park Waterfront Development, City of Asbury Park, Monmouth County, New Jersey and prepared by the firms of Clark, Caton & Hintz and Schoor Depalma, dated May 2003 and
- The Asbury Park Waterfront Development Plan adopted November 7, 1984 and revised through June 5, 2002.
- North Shore Dunes, Oceanfront Asbury dated December 2003

SUBCHAPTER 3 SPECIAL AREAS

Special Areas are areas that are so naturally valuable, important for human use, hazardous, sensitive to impact, or particular in their planning requirements, as to merit focused attention and special management rules.

7:7E-3.4 Prime fishing areas

(a) Prime fishing areas include tidal water areas and water's edge areas, which have a demonstrable history of supporting a significant local quantity of recreational or commercial fishing activity. The area includes all coastal jetties and groins, public fishing piers or docks and artificial reefs. Prime fishing areas also include all red line delineated features within the coastal waters illustrated in: B.L. Freeman and L.A. Walford (1974) Angler's Guide to the United States Atlantic Coast Fish; Fishing Grounds and Fishing Facilities, Section III and IV or as indicated on New Jersey's Specific Sport and Commercial Fishing Grounds Chart (page 14) contained in "New Jersey's Recreational and Commercial Ocean Fishing Grounds." Long and Figley (1984); recently developed artificial reefs off the New Jersey coast as identified in Figley (1989) "A Guide to Fishing and Diving New Jersey's Artificial Reefs", and The Fishing Grounds of Raritan, Sandy Hook and Delaware Bays as determined in Figley and McCloy (1988) "New Jersey's Recreational and Commercial Fishing Grounds of Raritan Bay, Sandy Hook Bay and Delaware Bay and The Shellfish Resources of Raritan Bay and Sandy Hook Bay". While this information source applies only to the Delaware and Raritan Bay and Atlantic Ocean shorefronts, Prime Fishing Areas do occur throughout the coastal zone

Prime fishing areas in Asbury Park are focused primarily on the northern edge of the city by Loch Arbor, in Deal Lake and the nearshore ocean waters in the area of the Deal lake outfall structure. The Plan for Asbury Park does not propose any development that would adversely impact prime fishing areas. However, as noted in the compliance statement submitted in support of this permit application, long term access for fishing

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will be provided through the construction of a surface parking lot in the northern portion of the city close to where the reestablished dune area and walkway will be. The application notes that fish cleaning stations may be incorporated into the parking lot as another means of promoting fishing. However in order to insure compliance with this rule and as a condition of this CAFRA permit, the permittee shall submit a final design plan for the northern parking area. The parking lot plan will need to detail the location of fish cleaning stations on the final parking plan. Stations should include but not be limited to bait cutting stations and running water April through November.

7:7E-3.5 Finfish migratory pathways

(a) Finfish migratory pathways are waterways (rivers, streams, creeks, bays and inlets) which can be determined to serve as passageways for diadromous fish to or from seasonal spawning areas, including juvenile anadromous fish which migrate in autumn and those listed by H.E. Zich (1977) "New Jersey Anadromous Fish Inventory" NJDEP Miscellaneous Report No. 41, and including those portions of the Hudson and Delaware Rivers within the coastal zone boundary.

1. Species of concern include alewife or river herring (*Alosa pseudoharengus*), blueback herring (*Alosa sapidissima*), American shad (*Alosa aspidissima*), striped bass (*Morone saxatilis*), Atlantic sturgeon (*Acipenser oxyrinchus*), Shortnose sturgeon (*Acipenser brevirostrum*) and American eel (*Anguilla rostrata*).

Finfish migratory pathways occur at the discharge point from Deal Lake where during migration periods fishermen often congregate to dart species such as alewife or river herring. There are no direct impacts to the finfish migratory pathway, however, given the overall upgrade of water quality pretreatment as part of the Asbury stormwater system long-term water quality improvements will occur which will only help improve the discharge to the finfish migratory pathway. Based on the above, the project is in compliance with this rule.

Marina Moorings N.J.A.C. 7:7E-3.10

At present, there are no marina mooring areas within the scope of the project limits. However, as detailed on the plan Wesley Lake Plaza, Oceanfront Asbury, dated July 2003, a new mooring area will be created in Wesley Lake for the recreation for what was once known as the Swan Boats, but will in this case be pedal boats. Pedal boats will be located adjacent to a series of floating docks and connected to the upland by a fixed pier and floating access ramp. Given that the development will not impact any existing mooring areas and in the long run will promote access to the water through the use of paddle and electric boats, the project is in compliance with this rule.

7:7E-3.15 Intertidal and subtidal shallows

- (a) Intertidal and Subtidal shallows means all permanently or temporarily submerged areas from the spring high water line to a depth of four feet below mean low water.

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As detailed on the plan entitled "Intertidal and Subtidal Shallows Disturbance Plan" prepared by Schoor DePalma and dated July 15, 2003, there will be some intertidal or subtidal shallows that will be disturbed as a direct result of the reconstruction plan. However, any disturbances to this special area will result from the placement of rip-rap at stormwater outlets proposed as part of the stormwater system upgrade for the redevelopment area. Given that the impacts to this area have been minimized to the maximum extent practicable and there is no alternative to the impact because of the increased volume of stormwater being directed to certain points in either Wesley, Sunset or Deal Lakes, the project is in compliance with this rule.

7:7E-3.16 Dunes

(a) A dune is a wind or wave deposited or man-made formation of sand (mound or ridge), that lies generally parallel to, and landward of, the beach and the foot of the most inland dune slope. "Dune" includes the foredune, secondary or tertiary dune ridges and mounds, and all-landward dune ridges and mounds, as well as man-made dunes, where they exist (see Appendix, Figure 1, incorporated herein by reference).

1. Formation of sand immediately adjacent to beaches that are stabilized by retaining structures, and/or snow fences, planted vegetation, and other measures are considered to be dunes regardless of the degree of modification of the dune by wind or wave action or disturbance by development.

2. A small mound of loose, windblown sand found in a street or on a part of a structure as a result of storm activity is not considered to be a "dune."

As detailed on the plan entitled "North Shore Dunes, Oceanfront Asbury", as dated to December 2003, there are existing dunes located at the northern portion of the beach close to Deal Lake. As part of the overall development plan, dunes are proposed to be created and enhanced stretching north from the Riviera block of the Paramount Homes development past the sewerage treatment plant, past the Asbury Towers, and then terminating at the end of the proposed townhouse development as shown on the plan referenced above. Directly associated with the creation of the dunes will be a meandering 10-foot wide boardwalk that will connect the boardwalk which currently ends at the end of 7th Avenue all the way down to Deal Lake Drive.

However, the plan noted above also shows existing dunes that are currently located on the site of a former restaurant and which have developed over time into a public parking area. As part of the overall development of the north shores dune area, the applicant is proposing to construct a public parking lot as one of the ways of promoting public access and also providing additional parking for fishing at the northern portion of the city.

The majority of the 113 parking lot was formerly occupied by a restaurant and associated parking lot. Since the restaurant burned down in 1968, portions of the former development became covered with sand sufficient to define the area as a dune. However, a majority of this block (222) has continued to be impacted with parking activities associated with fishing, surfing, and other beach related access uses.

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The permittee in proposing to construct the 113 space lot in the previously disturbed area, will consolidate the remnant portions of the remaining dune into a single primary dune. The dune consolidation will provide eventual storm protection for the north shore area while through the permittee's proposed enhancement plan and an enhanced dune for wildlife purposes.

In order to accomplish their goal of enhancing the dune environment and at the same time provide free public parking for beach and water related uses, the Program concurs with the permittee's position they had no other alternative. The Program finds in agreeing the proposed project is acceptable, there will be long-term environmental benefits provided that public access will be enhanced for the general public.

In order to maintain compliance with this rule, the permittee will need to comply with the conditions below:

- Prior to the initiation of construction on Block 222 and/or any boardwalk work north of 7th Avenue, the permittee shall submit final design plans, including plantings for the parking lot, dune and meandering walkway to the Program for review and approval.
- The permittee shall within 45 days of receiving this CAFRA permit, shall submit to the Program for review and approval, draft deed restriction language for the parking lot, reestablished dune and meandering boardwalk.
- The permittee shall record the deed restriction within 45 days of receiving the approved language back from DEP. Work cannot be initiated on the parking lot, dune with meandering boardwalk and Block 222 until the Program receives proof the restriction has been recorded and all other permit conditions pertaining to Block 222 and the parking lot have been satisfied to the Program's satisfaction.

7:7E-3.18 Coastal high hazard areas

(a) Coastal high hazard areas are flood prone areas subject to high velocity waters (V zones) as delineated on the Flood Insurance Rate Maps (FIRM) prepared by the Federal Emergency Management Agency (FEMA), and areas within 25 feet of oceanfront shore protection structures, which are subject to wave run-up and overtopping. (see Appendix, Figure 2 incorporated herein by reference). The Coastal High Hazard Area extends from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. The inland limit of the V zone is defined as the V zone boundary line as designated on the FIRM or the inland limit of the primary frontal dune, whichever is most landward.

(b) Residential development, including hotels and motels, is prohibited in coastal high hazard areas except for single family and duplex infill developments that meet the

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standards of N.J.A.C. 7:7E-7.2(e) or (f) or development in Atlantic City in accordance with (g) below.

(c) In general, commercial development is discouraged in coastal high hazard areas.

(d) Beach use related commercial development in coastal high hazard areas is conditionally acceptable within areas that are already densely developed, provided that:

1. The site is landward of the boardwalk;
2. The height of the building does not exceed 15 feet measured from either the elevation of the existing ground or the boardwalk (depending on the specific site conditions) to the top of a flat roof or the mid-point of a sloped roof;
3. The facility is open to the general public and supports beach/tourism related activities, that is, retail, amusement and food services. Lodging facilities are excluded; and
4. The facility complies with all the flood proofing requirements at N.J.A.C. 7:7E-3.25, Flood hazard areas.

(e) Any development determined to be acceptable at (c) and (d) above shall comply with the requirements for impervious cover and vegetative cover that apply to the site under N.J.A.C. 7:7E-5 and either N.J.A.C. 7:7E-5A or 5B.

(f) All permanent structures shall be set back a minimum of 25 feet from oceanfront shore protection structures, typically including bulkheads, revetments and seawalls and occasionally jetties and groins if constructed at inlets. This condition is applicable only to shore protection structures that are of sufficient height and strength to provide resistance to storm waves.

7. Construction of street-end beach accessways along the oceanfront, provided they are oriented at an angle against the predominant northeast storm approach, are limited in width to no more than ten feet, and are defined/stabilized with sand fencing. These standards should be included in all beach and dune management plans for oceanfront locations.

(c) A development may be permitted if, by creating a dune with buffer zone or expanding an existing dune landward, the classification of the site is changed so as to significantly diminish the possibility of future overwash. In determining overwash potential, the protective capacity of newly created dunes will be evaluated in terms of the "design dune" goal discussed in N.J.A.C. 7:7E-3.16(c).

(d) A single story, beach/tourism oriented commercial development located within a commercial boardwalk area existing on July 19, 1993 is conditionally acceptable provided that it meets the following conditions:

1. The site is located within an area currently used and zoned for beach related commercial use, and is landward of the boardwalk;

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2. The height of the building does not exceed 15 feet measured from either the elevation of the existing ground or the boardwalk (depending on the specific site conditions) to the top of a flat roof or the mid-point of a sloped roof;

3. The facility is open to the general public and supports beach/tourism related activities, that is, retail, amusement and food services. Lodging facilities are excluded; and

4. The facility meets all the flood proofing requirements of the Flood Hazard Area Rule, N.J.A.C. 7:7E-3.25.

(e) Any development determined to be acceptable at (b) through (d) above shall comply with the requirements for impervious cover and vegetative cover that apply to the site under N.J.A.C. 7:7E-5 and 5B.

As detailed on Flood Insurance Rate Map Map #3402850001C as revised through September 15, 1983 and prepared by the Federal Emergency Management Agency, the coastal high hazard area (V zone) boundary in Asbury Park runs along the easterly border of Ocean Avenue. As a result, any substantial improvements within the V-zone will be required to meet Title 44 Emergency Management and Assistance Chapter 1 FEMA; Part 60..

The following are currently located within the V-zone of Asbury Park:

the Sunset Avenue Pavilion between 6th and 7th street

Convention Hall and Paramount Theatre between Sunset Avenue and 5th Avenue

the 5th Avenue Pavilion also known as Howard Johnson's between 5th Avenue and 4th

4th Avenue Pavilion otherwise known as 1100 Ocean Ave and located between 4th and 3rd

the 3rd Avenue Pavilion between 3rd and 2nd Streets

the Asbury Avenue Pavilion between 1st and Asbury, the Asbury Park Casino and the heating plant.

All of the above structures are proposed for rehabilitation or reconstruction in some fashion.

Of the pavilions noted above, only the Pavilion between 2nd and 3rd Street, as known as the 3rd Avenue Pavilion, will be reconstructed completely on the same footprint to have beach and commercial uses on the ground floor and commercial and/or business uses on the 2nd floor. Given that the structures are already in existence and the height will not be changed, the Program finds that the rehabilitation of those structures satisfies this rule. The 3rd Avenue Pavilion, because of its deteriorated structural condition, will be torn down and rebuilt no larger than the existing footprint.

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In addition to the rehabilitation/reconstruction of the Pavilions noted above, the applicant is also proposing the construction of two new public beach clubs. The first one will be located between 7th and 6th Avenue will be limited to 15 feet and the second one will be located between 2nd and 1st Avenue. While the Program has not yet had an opportunity to review plans for either of the two public beach clubs, it is expected that the second story will serve as a changing/shower area with the boardwalk level to serve as commercial space.

PAVILLION CONSTRUCTION/RECONSTRUCTION

1. Beach Club Pavilion - to be located between 6th and 7th Avenues

This pavilion is proposed with a finished elevation of 15 feet above the elevation of the boardwalk. Construction of this pavilion is in compliance with the High Hazard Rule.

2. Howard Johnson Pavilion - to be between 4th and 5th Avenues

The permittee proposes to remove the existing bandshell from the pavilion roof, relocate to a location more publicly accessible and which complies with the Americans with Disability Act (ADA) standards.

Following relocation of the bandshell, the permittee proposes to reconstruct the pavilion to a finished flat roof elevation of 25.0 feet above the elevation of the reconstructed boardwalk.

Uses within the structure will be commercial beach related retail establishments adjacent to the boardwalk, retail uses adjacent to the Ocean Avenue side of the Pavilion and commercial office space on the second story of the structure.

The existing building has major structural elements (stair towers and top of bandshell) that are 35 feet above the elevation of the boardwalk. In addition, the Howard Johnson restaurant portion of the structure proposed for rehabilitation has an existing elevation of 26 feet above the elevation of the boardwalk.

During the review process, the permittee has consistently argued that in order to return Asbury Park to a vibrant coastal destination, year round commercial/retail uses for the pavilions needed to be developed. Secondary to the return of boardwalk related uses and given the initial seasonality of the boardwalk and ocean commercial spaces, reconstruction of the pavilions needed to contain year round functions, (office/commercial uses) to help defray the cost of reconstruction. In the case of the Howard Johnson's pavilion, the permittee has noted that the cost of relocating the bandstand to provide greater ADA use also required this pavilion be allowed a full second story commercial/office area.

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The Program in balancing the need for redevelopment of Asbury Park against the need to protect coastal resources from flood damage finds that current structural elements of the 5th Avenue pavilion are 25 feet or higher from the existing boardwalk elevation; that the public will be served by the relocation of the bandstand to a location more accessible to the general public, especially handicapped individuals; that the cost of the pavilion can be ameliorated by the presence of a year round office/commercial use and that the reestablishment of the pavilions is an integral part of returning Asbury Park to a vibrant seashore community; the reconstruction of the 5th Avenue pavilion with a flat roof of 25 feet above the elevation of the boardwalk is an acceptable use and therefore complies with this rule.

Construction/reconstruction of all pavilions in Asbury Park will be subject to permit conditions specified at the end of this discussion. All permit conditions unless specified otherwise, will need to be satisfied prior to the start of construction of any of the structures within the coastal high hazard area.

3. Fourth Ave. Pavilion - (also known as 1100 Ocean Avenue between 3rd and 4th Avenues)

This pavilion has an elevation of 20 feet nine inches above the elevation of the boardwalk. Proposed construction plans maintain the flat roof elevation of 20 feet, 9 inches.

First floor uses will consist of boardwalk oriented retail establishments and the existing second floor will be rehabilitated to allow for commercial/office use to continue.

Present design of the building requires elements of the building (elevator mechanical and stair towers) to be higher than the existing flat roof elevation of 20 feet 9 inches. However, the Program finds the additional heights necessary for the successful rehabilitation of the building to be de minimus and therefore, this pavilion complies with the rule.

4. Asbury Avenue Pavilion - located between 1st and Asbury Avenue

5. Sunset Avenue Pavilion - located between 6th and Sunset Avenue

The Asbury Avenue and Sunset Avenue Pavilions as noted above, are existing two story structures currently 28 and 34 feet in elevation from the existing boardwalk.

Both Pavilions will be reconstructed to the same elevation as the existing structures are allowed to be rehabilitated and are in compliance with this rule. As in the case of Fourth Avenue Pavilion, reconstruction will require that stair towers and elevator shafts be constructed higher than the existing elevation of 28 and 34 feet.

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The Program finds the additional elements necessary for adequate public use and for safety reasons. Accordingly these pavilions are in compliance with the rule.

6. New Beach Club - 3rd Avenue

7. Public Beach Club - located between 1st and 2nd Avenues

The permittee has proposed the construction of a public beach club where no structure currently exists and the flat roof will be 26 feet in height relative to the existing boardwalk. However, the permittee has committed to providing public amenities (such as bathrooms and showers) on the first floor and is proposing the second story as locker room space.

In support of their two-story proposal, the permittee has stated that in order to pay for the public amenities on the first floor, along with the public locker room space on the second floor, some retail/commercial use is necessary on the first floor. In addition, this pavilion is closest to the future entertainment district (casino and powerhouse) and is an ideal location for the uses proposed. The Program concurs with their reasoning and construction of this Pavilion is acceptable under this rule.

8. Third Avenue Pavilion - between 2nd and 3rd Avenues

The Third Avenue Pavilion has structurally deteriorated to the point that it can't be rehabilitated and will be torn down with a new structure built within the same footprint as the existing building.

The existing pavilion rises 16 feet above the elevation of the boardwalk and the permittee is proposing a finished flat elevation of 28 feet above.

As with the other pavilions, the permittee has stressed they need a second story of office/commercial space in order to carry the cost of providing beach/recreational commercial uses at the boardwalk level. To enhance the prospect of receiving approval for a two-story building, the permittee has offered to provide a significant public space and function on the 2nd story of this pavilion.

The Asbury Park lifeguard service wall will occupy the public space and the second story location will not only provide an enhanced location for viewing beach safety operations, but will also provide for a centralized office and locker room for the city's lifeguards.

Based on the inclusion of the public use into the 2nd story, the Program finds the permittee has mitigated for the additional height and this pavilion complies with the rules.

However, in order to insure long term compliance with this rule, the permittee shall submit for review and approval, detailed construction plans for this pavilion. The

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plans will need to include the amount of space and amenities to be provided for the life guard service.

9. Power Plant, Casino and Convention Hall

The structures noted above are also located in the Coastal High Hazard Area and have maximum respective heights of 125, 70 and 122 feet.

These structures are proposed to be renovated as part of the Asbury redevelopment schema. No expansion of either the footprints or maximum heights are proposed under the Plan. However, these three structures will be subject to permit conditions that will be detailed later in this report under Historic and Archaeological Resources NJAC 7:27E-3.36. Provided that all permit conditions are complied with, the structures will be in compliance with this rule.

In addition to the commercial/office and recreational uses along with the changes in height described, all structures/pavilions with the exception of Convention Hall are proposed to include roof decks.

The use of roof decks are a historical use of pavilions in Asbury Park and in other oceanfront towns in New Jersey.

In order to make the roof decks functional and safe, railings will need to be constructed around the perimeter of the deck space. It is expected that the decks will primarily be used for recreational activities such as miniature golf, bars and possibly seasonal restaurants/eating area.

The Program does not object to use of roof decks for open air activities but does have concerns, except for stair towers, bathrooms, elevator shafts, and other mechanical devices, about the installation of permanent roofs or walls on the decks as such construction would not be in the public interest.

Since the Program has yet to review final construction plans for the individual pavilions, as a condition of this CAFRA permit and prior to any work occurring on the individual pavilions, the permittee shall submit for review and approval the following information:

1. Prior to construction of the Howard Johnson's Pavilion, submit the location and design plans to accommodate the relocated band shell.
2. Prior to construction of any of the pavilions, the permittee shall record a conservation or deed restriction easement on all structures existing or proposed within the Coastal High Hazard Area. The restriction will note that no residential uses (i.e., motels, hotels, condos, etc.) can occur in any of the rehabilitated buildings and will detail that no permanent roofs or walls shall be constructed on any of the roof decks with the exception of the elevator, mechanical structures, bathrooms and stair towers previously mentioned. Following Program approval,

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(b) Development is prohibited on beaches, except for development that has no prudent or feasible alternative in an area other than a beach, and that will not cause significant adverse long-term impacts to the natural functioning of the beach and dune system, either individually or in combination with other existing or proposed structures, land disturbances or activities.

As detailed on the "Oceanfront Asbury North Shore Plan" dated June 26, 2003, the permittee is proposing the construction of a 113 space parking lot, portions of which will impact existing dunes in the area. The parking lot is not proposed for construction until the North Shore Area (NSA) is developed. Dune creation in the NSA is also proposed and will include a meandering elevated boardwalk through the created dune area.

As detailed in the supporting documentation for the Plan, dune creation and boardwalk construction are intended to provide an enhanced natural area, offer protection to the development proposed outside of the High Hazard Area and provide a pedestrian link to Loch Arbor from the existing boardwalk that ends currently at 7th Avenue.

The only other work proposed on the beach is the reconstruction of the existing boardwalk, an activity consistent with this rule.

Since final design plans for the boardwalk and dune system north of 7th Avenue have yet to be developed (see condition #28 and 29) the overall project is in compliance with this rule.

7:7E-3.25 Flood hazard areas

- (a) Flood hazard areas are the floodway and flood fringe area around rivers, creeks and streams as delineated by the Department under the Flood Hazard Area Control Act (N.J.S.A. 58:16A-50 et seq.); and areas defined or delineated as an A or a V zone by the Federal Emergency Management Agency (FEMA). They are areas subject to either tidal or fluvial flooding. Where flood hazard areas have been delineated by both the Department and FEMA, the Department delineations shall be used. Where flood hazard areas have not been delineated by the Department or FEMA, limits of the 100 year floodplain will be established by computation on a case-by-case basis. The seaward boundary shall be the mean high water line (see Appendix 1, Figures 6 and 7, incorporated herein by reference).

In response to the Department's June 24, 2003 deficiency letter, the applicant's consultant clarified that all development proposed is within previously developed areas which is acceptable under this rule. Accordingly, this rule is satisfied.

7:7E-3.36 Historic and archaeological resources

- (a) Historic and archaeological resources include objects, structures, shipwrecks, buildings, neighborhoods, districts, and man-made or man-modified features of the landscape and seascape, including historic and prehistoric archaeological sites, which

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either are on or are eligible for inclusion on the New Jersey or National Register of Historic Places.

(b) Development that detracts from, encroaches upon, damages, or destroys the value of historic and archaeological resources is discouraged.

(c) Development that incorporates historic and archaeological resources in sensitive adaptive reuse is encouraged.

(d) Scientific recording and/or removal of the historic and archaeological resources or other mitigation measures must take place if the proposed development would irreversibly and/or adversely affect historic and archaeological resources. Surveys and reports to identify and evaluate historic and archaeological resources potentially eligible for the New Jersey or National Registers shall be performed by professionals who meet the National Park Service's Professional Qualifications Standards in the applicable discipline. Professional procedures and reports shall meet the applicable Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation and the New Jersey Historic Preservation Office's professional reporting and surveying guidelines, once these guidelines are promulgated as rules, in accordance with the Administrative Procedure Act, N.J.S.A. 52:14B-1 et seq. A description of the qualifications and performance standards is available at the Historic Preservation Office.

(a) New development in undeveloped areas near historic and archaeological resources is conditionally acceptable, provided that the design of the proposed development is compatible with the appearance of the historic and archaeological resource. For archaeological resources within the area of the undertaking, avoidance and protection is appropriate. When this is not feasible and prudent, and these resources are of value solely for the information which they contain, archaeological data recovery to mitigate the project impact will be required.

The City's historic preservation element identifies four buildings within the waterfront redevelopment area that are either listed or eligible to be listed on the National Register of Historic Places:

1. Convention Hall
2. The Casino
3. The Heating Plant
4. The Palace Amusement Building

Of these four buildings, Convention Hall, Casino and the Heating Plant will be restored to Department of Interior standards. However, there are currently no specific plans in place for the rehabilitation of the four structures. As a condition of this CAFRA permit, specific rehabilitation plans for Convention Hall shall be submitted to the Department's Historic Preservation Office and New Jersey Historic Trust for review and approval and the other three buildings only to NJHPO prior to initiation of restoration/rehabilitation of the structures.

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The Palace Amusement Building is a bit more problematic in that it is slated for demolition under the current Waterfront Redevelopment plan. The building has been vacant since November of 1988 and has deteriorated primarily due to wood rot as a result of water infiltration from failing roofs.

In December of 2000, the Palace was listed on the National Register of Historic Places, however, this was not based on important archaeological features of the palace such as the former ferris wheel or bumper cars. Rather, it was based primarily on the Palace's association with significant cultural events rather than the building's historical or archaeological significance.

In the Plan, Asbury Partners received a demolition permit for the Palace Building. This allowed the "Save Tilly" group six months from the date of the adoption of the WRP to find a redeveloper/purchaser for the property who would have the funds necessary to undertake the expensive rehabilitation restoration project. To date, no economically feasible means has been found to renovate the existing Palace Amusement Building. Therefore, Asbury Partners proposes to demolish the Palace Amusement Building and rebuild the site with a new hotel/retail complex, similar in volume to the original Palace Amusement structure. The new building will have up to 3 floors of commercial space.

As a condition of this CAFRA permit and prior to demolition of the Palace, the developer will work with the City and it's technical review committee to identify certain parts of the existing Tilly mural and Palace Amusement building that will be relocated and preserved. The preserved sections will be incorporated into a new hotel development or retail development at this location as a part of the lobby wall. The images of the existing Palace Amusement Building shall be incorporated into the design and flavor of the new structure of the site.

The Casino and the Power Plant, received the certification of eligibility on January 11, 1990 for inclusion on the New Jersey and/or National Register of Historic Places. However, these structures have not yet been listed on either the New Jersey or National Register. Under the Plan, Asbury Partners propose to renovate the structures in accordance with the Secretary of Interior Standards for use as a retail/commercial center. Due to severe structural problems with the arena portion of the casino, the 29,000 square feet arena section will be demolished and upon receipt of this permit is authorized to do so. The permittee has proposed the replace the arena and will be allowed to rebuild in the footprint of the former arena. The new 3 story commercial structure will be the same height as the original building. Design shall be visually compatible with the remaining sections of the casino and will be done using a steel framed structure with masonry and glass façade similar in scale, character, color and detail to the original arena structure. Plans for the new addition to the casino shall be approved by the City and its Technical Review Committee and as a condition of this CAFRA permit, plans will also need to be approved by LURP prior to the initiation of construction.

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Regarding the Arcade and Carousel section of the casino complex, and as a condition to this CAFRA permit, prior to the initiation of construction of the Arcade and Carousel, plans shall be submitted to the NJHPO for review and approval. Plans for the exterior of the arcade and carousel shall comply with Secretary of Interior standards for rehabilitation. Plans and specifications for the interior will be submitted to the TRC, Planning Board and to the Land Use Regulation Program for review and approval prior to the initiation of construction.

The Power Plant rehabilitation for the exterior must be undertaken according to Secretary of the Interior standards for rehabilitation as appropriate for different sections of the building. Plans and specifications for the proposed work must be submitted to NJHPO for review and approval prior to initiation of construction and is a condition for this CAFRA permit. As with the arcade and carousel section, plans for the interior rehabilitation of the power plant, will be submitted to the TRC, Planning Board and the Program prior to the initiation of any construction.

In order to maintain compliance with this rule, this CAFRA permit is being issued subject to the following conditions. Conditions, unless specified otherwise, shall be satisfied prior to the initiation of construction or demolition of the structures noted above.

PALACE AMUSEMENTS

Prior to the demolition of Palace Amusements, the permittee shall coordinate with Asbury Park, the City's Technical Review Committee and DEP to identify what portions of the Palace Amusement Building and the Tilly mural that will be relocated and preserved.

Subsequent to the preservation, the permittee shall incorporate into any new hotel or retail development at this site, the design and flavor of the Palace Amusement Building. The preserved mural shall be either incorporated into a lobby wall of any hotel developed or on the outside wall should the site be developed into retail space.

CASINO, POWERHOUSE AND CONVENTION HALL

Prior to the start of any individual rehabilitation work on any one of these three structures and as a condition of this CAFRA permit, the permittee shall submit for review and approval to DEP, a master preservation plan consistent with Department of Interior Standards for each individual structure. Please note that all emergency rehabilitation work, with the exception of emergency closure of the structures due to vandalism, shall comply with Department of Interior Standards. Necessary emergency closures that are not accomplished to Department of Interior Standards, shall be retrofitted to comply within 60 days of the initial emergency closure.

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7:7E-3.38 Endangered or threatened wildlife or plant species habitats

- (a) Endangered or threatened wildlife or plant species habitats are areas known to be inhabited on a seasonal or permanent basis by or to be critical at any stage in the life cycle of any wildlife or plant identified as "endangered" or "threatened" species on official Federal or State lists of endangered or threatened species, or under active consideration for State or Federal listing. The definition of endangered or threatened wildlife or plant species habitats include a sufficient buffer area to ensure continued survival of the population of the species. Absence of such a buffer area does not preclude an area from being endangered or threatened wildlife or plant species habitat

In July of 2003, the Land Use Regulation Program received a report entitled "Threatened Species Report for Sea Beach Aramanth (*amaranthus pumilus*) for Asbury Park Redevelopment Plan, City of Asbury Park Report and prepared by Schoor DePalma. In this report, the beach area was investigated for presence or absence of this particular endangered plant and was found that no population of sea beach aramanth existed on or in the immediate vicinity of the site. This report was also supported by a letter from U.S. Fish and Wildlife Service noting that sea beach aramanth has not been identified on this portion of the New Jersey coast at this time. As a result, the proposed development is in compliance with this rule.

7:7E-3.40 Public open space

(a) Public open space constitutes land areas owned or maintained by State, Federal, county and municipal agencies or private groups (such as conservation organizations and homeowner's associations) and used for or dedicated to conservation of natural resources, public recreation, visual or physical public access or, wildlife protection or management. Public open space also includes, but is not limited to, State Forests, State Parks, and State Fish and Wildlife Management Areas, lands held by the New Jersey Natural Lands Trust (N.J.S.A. 13:1B-15.119 et seq.), lands held by the New Jersey Water Supply Authority (N.J.S.A. 58:1B-1 et seq.) and designated Natural Areas (N.J.S.A. 13:1B-15.12a et seq.) within DEP-owned and managed lands.

(b) New or expanded public or private open space development is encouraged at locations compatible or supportive of adjacent and surrounding land uses.

(c) Development that adversely affects existing public open space is discouraged.

(d) Development within existing public open space is conditionally acceptable, provided that the development is consistent with the character and purpose of public open space, as described by the park master plan when such a plan exists.

(e) Development in Atlantic City is acceptable within existing public open space provided the public open space is a street right-of-way or the Boardwalk and the development meets the standards of N.J.A.C. 7:7E-3.49(e) through (j).

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(f) Provision of barrier free access to public open space is encouraged.

(g) All new development adjacent to public open space will be required to provide an adequate buffer area and to comply with the Buffers and Compatibility of Uses rule (N.J.A.C. 7:7E-8.13). The buffer required will be dependent upon adjacent land uses and potential conflicts between users of public open space and the proposed adjacent land use.

The redevelopment contains approximately 20.33 acres of public open space as shown on the illustrated plan prepared by Clarke, Caton and Hintz. The Waterfront Redevelopment Plan makes provision for the maintenance and enhancement of all the existing public open spaces for continued public access and use. The applicant is currently restoring the entire wooden public boardwalk including the repair or replacement of supports to provide barrier free access to the boardwalk at each of the numbered avenues. Asbury Partners will also construct four gazebo style sun shelters on the boardwalk at appropriate locations and expand the width of the boardwalk between 6th and 7th Avenues so to match the grain in the southern portion of the city. The Boardwalk will also be extended at the southern end near Ocean Avenue to provide a connection to Ocean Grove. In the northern portion of the city Asbury Partners proposes to construct a new dune system and a meandering boardwalk that will connect 7th Street to the sidewalk in the town of Loch Arbor.

PUBLIC OPEN SPACE

To insure long-term compliance with this rule, this CAFRA permit is conditioned to require the permittee to provide the following information. Unless otherwise specified, the condition must be satisfied prior to initiation of that activity.

1. Submit for review and approval, a plan detailing the size and location of any gazebo/sun shelters proposed in any public open space.
2. Submit for review and approval, a final construction plan of the boardwalk and dune system proposed for construction north of 7th Avenue.

7:7E-3.43 Special urban areas

(a) Special urban areas are those municipalities defined in urban aid legislation (N.J.S.A. 52:27D-178) qualified to receive State aid to enable them to maintain and upgrade municipal services and offset local property taxes. Under N.J.S.A. 52:27D-178 et seq., the Department of Community Affairs (DCA) establishes a list of qualifying municipalities each fiscal year. DCA's list of qualifying municipalities may be obtained on request from the Department's Land Use Regulation Program, PO Box 439, Trenton, New Jersey 08625-0439, (609) 292-0060.

(b) Development that will help to restore the economic and social viability of special urban areas is encouraged. Development that would adversely affect the economic well being of these areas is discouraged, when an alternative which is

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more beneficial to the special urban areas is feasible. Development that would be of economic and social benefit and that serves the needs of local residents and neighborhoods is encouraged.

Asbury Park is designated as a special urban area and as such, the redevelopment of the waterfront area will lead to the revitalization of the City as a whole and is an encouraged activity. This rule is met

7:7E-3.47 Geodetic control reference marks

(a) Geodetic control reference marks are traverse stations and benchmarks established or used by the New Jersey Geodetic Control Survey pursuant to P.L. 1934, c.116. They include the following types:

1. Monument-(Mon), Disk-(DK): A standard United States Coast and Geodetic Survey or New Jersey Geodetic Control Survey disk set in a concrete post, pavement, curb, ledge rock, etc., stamped with a reference number, and used for both horizontal and vertical control.
2. Point (Pt.): A State highway, tidelands (riparian), city, etc. survey marker represented by a chiseled cross, punch hole, brass plug, etc. used for horizontal and vertical control. These stations are not marked, but if there should be an enclosing box, the rim is stamped with a number.
3. Rivet-(Rv.): A standard metal rivet set by the New Jersey Geodetic Control Survey, used for vertical control.
4. Mark-(Mk.): Same as point, but used only for vertical control. In the description of such marks there should appear a mark number followed by an equality sign and then the original name or elevation of the bench mark, and in parentheses the name of the organization which established the mark.

- (c) The disturbance of a geodetic control reference mark is discouraged. When a geodetic control reference mark must be moved, raised or lowered to accommodate construction, the New Jersey Geodetic Control Survey shall be contacted at least 60 days prior to disturbance

There are six geodetic reference marks located within the project area located as follows:

1. On the bridge over Sunset Lake on Grand
2. On the flagstaff of the Berkeley Hotel located between Sunset Ave, 6th Ave., and Kingsley Ave.
3. On the flagstaff of the Asbury Park Convention Center
4. On the large finial on top of the First Methodist Episcopal Church in Asbury Park
5. On top of the ball draft vein on the concrete stack of the Asbury Park Power Plant
6. At the end of Monroe Ave in a grass area just north of Wesley Lake

While there are no current plans to move any geodetic reference control marks, a condition of this CAFRA permit requires that the N.J. Geodetic Control Survey unit be contacted at least 60 days prior to any proposed disturbance to geodetic control reference

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marks and arrangements shall be made to protect or relocate the position, as required by the NJ Geodetic Control Survey.

SUBCHAPTER 4. GENERAL WATER AREAS

7:7E-4.1 Purpose and Scope

(a) General Water Areas are all water areas which are located below either the spring high water line or the normal water level of non-tidal water that are subject to this subchapter and to Special Area rules.

7:7E-4.5 Recreational docks and piers

(a) Recreational and fishing docks and piers are structures supported on pilings driven into the bottom substrate, or floating on the water surface or cantilevered over the water, which are used for recreational fishing or for the mooring of boats or jet skis used for recreation or fishing, except for commercial fishing, and house boats.

(b) Recreational docks and piers, including jet ski ramps, mooring piles, are conditionally acceptable provided:

1. There is a demonstrated need that cannot be satisfied by existing facilities;
2. The construction minimizes adverse environmental impact to the maximum extent feasible;
3. The docks and piers and their associated mooring piles are located so as to not conflict with overhead transmission lines;
4. There is minimum feasible interruption of natural water flow patterns;
5. Space between horizontal planking is maximized and width of horizontal planking is minimized to the maximum extent practicable. Under normal circumstances, a minimum of 3/8 inch, 1/2 inch, 3/4 inch, or one inch space is to be provided for four inch, six inch, eight to 10 inch, or 12 inch plus wide planks, respectively.

As noted on the Wesley Lake plan, there are proposed floating docks for the use of pedal boats. The docks are designed to meet program standards of no greater than 8 feet in width and will be accessed from the upland by a short pier and connected to the pier by a ramp. Given that the proposed dock and pier structures satisfy the Program's size criteria and there is demonstrated need that cannot be satisfied by any other facility, the proposed docks are consistent with this rule.

7:7E-4.17 Outfalls and intakes

(a) Outfalls and intakes are pipe openings that are located in water areas for the purpose of intake of water or discharge of effluent including sewage, stormwater and industrial effluents.

(b) Outfalls and intakes are conditionally acceptable provided that the use associated with the intake or outfall meets applicable Coastal Zone Management rules.

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As noted earlier in this report, under intertidal and subtidal shallows, the permittee has demonstrated that impacts from the construction of outfalls have been minimized. Therefore, the project is in compliance with this rule.

SUBCHAPTER 5. REQUIREMENTS FOR IMPERVIOUS COVER AND VEGETATIVE COVER FOR GENERAL LAND AREAS AND CERTAIN SPECIAL AREAS

7:7E-5.1 Purpose and scope

(a) This subchapter sets forth requirements for impervious cover and vegetative cover on sites in the upland waterfront development area, as defined at N.J.A.C. 7:7E-5.2, and in the CAFRA area, as defined at N.J.A.C. 7:7E-5.2. In addition:

1. For a site in the upland waterfront development area, the applicable impervious cover limits and vegetative cover percentages are determined under N.J.A.C. 7:7E-5A, based on the site's growth rating, development potential, and environmental sensitivity; and

2. For a site in the CAFRA area, the applicable impervious cover limits and vegetative cover percentages are determined under N.J.A.C. 7:7E-5B, based on the site's location in a coastal center; in a Coastal Planning Area; in a CAFRA center, CAFRA core, or CAFRA node; or on a military installation.

(c) General Land Areas are all land areas, as defined at N.J.A.C. 7:7E-1.8, that are subject to this chapter and that are located outside of Special Water's Edge Areas. Special Water's Edge Areas are identified at N.J.A.C. 7:7E-3.16 through 3.32.

SUBCHAPTER 5B. IMPERVIOUS COVER LIMITS AND VEGETATIVE COVER PERCENTAGES IN THE CAFRA AREA

7:7E-5B.1 Purpose and scope

(a) This subchapter sets impervious cover limits and vegetative cover percentages for sites in the CAFRA area. For a site in the CAFRA area, impervious cover limits and vegetative cover percentages are based on the site's location in a coastal center; in a Coastal Planning Area; in a CAFRA center, CAFRA core, or CAFRA node; or on a military installation.

(b) Except as may be required by law, it is not the intent of this subchapter that the extent to which a municipality has or has not conformed its ordinances or development master plan to this subchapter be considered by any department, agency, or instrumentality of State government in:

1. Administering any State grant, loan, or any financial assistance program involving the expenditure of State funds;

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2. Making any permitting decision involving infrastructure that is deemed necessary by the permitting authority to alleviate significant and imminent threats to public health and safety; or

3. Making any permitting decision involving transportation infrastructure deemed necessary by the permitting authority solely to meet the needs of existing populations or anticipated populations based on valid development approvals by all relevant entities at the time of permit application, provided the permit application meets all of the substantive requirements of this chapter.

7:7E-5B.2 Coastal Planning Areas

(a) For purposes of this subchapter and consistent with all other rules in this chapter, descriptions and policy objectives for the Coastal Planning Areas are set forth in (b) through (f) below.

(b) The Coastal Metropolitan Planning Area includes a variety of communities on the New Jersey coast. This Coastal Planning Area generally has a high population density and existing public water and sewer systems. The policy objectives for the Coastal Metropolitan Planning Area are as follows:

1. Guide development and redevelopment to ensure efficient use of scarce land while capitalizing on the inherent public facility and service efficiencies of concentrated development patterns;

2. Accommodate a variety of housing choices through development and redevelopment;

3. Promote economic development by encouraging redevelopment efforts such as infill, consolidation of property, and infrastructure improvements, and by supporting tourism and related activities;

4. Promote high-density development patterns in coastal urbanized areas to encourage the design and use of public transit and alternative modes of transportation to improve air quality, to improve travel among population and employment centers and transportation terminals, and to promote transportation systems that address the special seasonal demands of travel and tourism along the coast;

5. Encourage the reclamation of environmentally damaged sites and mitigate future negative impacts, particularly to waterfronts, beaches, scenic vistas, and habitats;

6. Promote public recreation opportunities in development and redevelopment projects, and ensure meaningful public access to coastal waterfront areas; and

7. Encourage the repair or replacement of existing infrastructure systems where necessary to ensure that existing and future development will cause minimal negative environmental impacts

7:7E-5B.3 Boundaries for Coastal Planning Areas, CAFRA centers, CAFRA cores, and CAFRA nodes; Coastal centers

(a) The boundaries of the Planning Areas, the community development boundaries of centers, and the boundaries of cores and nodes formally approved by the State Planning Commission as of August 1, 1999 are incorporated by reference into this subchapter. These boundaries are the boundaries of the Coastal Planning Areas, CAFRA centers, CAFRA Cores and CAFRA nodes and shall be operative for the

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purposes of applying the requirements for impervious cover and vegetative cover under N.J.A.C. 7:7E-5 and this subchapter, unless the Department, in accordance with (b) and (c) below, accepts a State Planning Commission formally approved new or changed boundary, or unless the Department, in accordance with (b) and (e) below, rejects a State Planning Commission formally approved new or changed boundary and subsequently promulgates a revised boundary.

7:7E-5B.4 Impervious cover limits for a site in the CAFRA area

(a) The impervious cover limit for a site in the CAFRA Area shall be determined as follows:

1. If a site is located in a CAFRA center, CAFRA core, or CAFRA node, the impervious cover limit is determined under (c) below. Note that the impervious cover limit for such a site is calculated based on the acreage of the total land area on the site, as opposed to the acreage of the net land area on the site;
2. If a site is not located in a CAFRA center, CAFRA core, or CAFRA node but is located in the Coastal Metropolitan Planning Area or in a coastal center, the impervious cover limit is determined under (d) below;
3. If a site is not located in a CAFRA center, CAFRA core, or CAFRA node, and is not located in the Coastal Metropolitan Planning Area or in a coastal center, the impervious cover limit is determined under (e) below; and
4. If a site is located on a military installation, the impervious cover limit is determined under (f) below.

(d) If a site is located in the Coastal Metropolitan Planning Area or in a coastal center, the impervious cover limit is the limit at (d)1 or 2 below, whichever is higher:

1. The acreage of the net land area on the site as determined under N.J.A.C. 7:7E-5.3(d), multiplied by the impervious cover percentage in Table H below for the type of coastal center in which the site is located; or
2. The amount of legal, existing impervious cover located on the site, as determined under (g) below.

(g) For the purposes of determining impervious cover limits under (c)3, (d)2, (e)3, and (f)2 above, the amount of existing impervious cover is the highest of the following, provided the impervious cover was legally placed on the site:

1. The amount of impervious cover located on the site at the time the application is submitted to the Department;
 1. The amount of impervious cover that appears on the applicable 95-97 imagery; or
 1. The amount of impervious cover that was placed under the authority of a coastal permit and after the date the photography was performed for the imagery in (g)2 above

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**Percentages For Calculating Impervious Cover
Limits Under N.J.A.C. 7:7E-5B.4**

Site Location	Impervious Cover Percentage
CAFRA Urban Center	90 percent
CAFRA region center	80 percent
Coastal regional center	
CAFRA core	
CAFRA node	
CAFRA town	70 percent
Coastal town	
Military installation	
CAFRA village	60 percent
Coastal Village	
CAFRA hamlet	50 percent
Coastal hamlet	
Coastal Metropolitan Planning Area	80 percent
Coastal Suburban Planning Area, within a sewer service area*	30 percent
Coastal Suburban Planning Area, outside a sewer service area*	5 percent
Coastal Fringe Planning Area	5 percent
Coastal Rural Planning Area	3 percent
Coastal Environmentally Sensitive Planning Area	3 percent

As noted earlier in this analysis, Asbury Park is a special urban area and is also located within a Coastal Metropolitan Planning Area, with an allowable 80% impervious cover limit. As detailed in impervious calculations prepared by Schoor DePalma, the total redevelopment area without Sunset Lake is 213.3 acres in size. Of those 213 acres, 81.53 acres is within the infill/rehabilitation area of project area and 131.77 acres is within waterfront prime renewal area. At the time of permit application submission, approximately 74.4% of the entire redevelopment area was considered to contain impervious cover.

1. As noted in 7:7E-5B.4, if a site is located in a coastal metropolitan planning area or in a coastal center, the impervious cover limit is the limit of 80% or the limit of the existing impervious cover.

The Asbury Park redevelopment zone is 213.3 acres and currently has 53.7% impervious cover in the infill district and 74.4% of the prime renewal area. At project build out, the permittee has projected that 87.3 and 67.9 percent of the prime renewal and infill areas

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respectively would contain impervious cover. When the prime and infill areas are averaged together, 80 percent of the total redevelopment area would contain impervious cover and the project as a whole would satisfy the impervious cover rule.

In order to accomplish the expected 87.3% cover in the prime area, while maintaining compliance with the Coastal Rules, City Council initially proposed an ordinance that would limit all new development in the infill area to 65% coverage. Implementation of the ordinance would result in no greater than 80% impervious cover within the prime and infill areas.

When Council proposed the ordinance noted above, there was an outcry from property owners in the infill area asking why they should be prevented from developing their property while the permittee received a coverage bonus.

After reviewing the complaints, City Council decided against restricting infill development to 65% impervious cover. Subsequent to tabling the ordinance, Asbury Park approached the Office of Smart Growth to initiate the process of becoming a designated CAFRA urban, which when adopted, would allow for 90% impervious cover in both the infill and prime renewal areas.

To become a designated CAFRA center, Asbury Park will submit a plan endorsement application to the Office of Smart Growth. While the long-term prospect for becoming a CAFRA center looks promising, the process unfortunately will take approximately 3 years to accomplish.

Under most situations, the Program would require that pervious cover and forest preservation areas be set aside and deed restricted prior to the start of any construction. However, given the length of time plan endorsement takes, along with the amount of impervious cover currently existing in the prime development area, the Program will allow the project to move forward to the construction phase. In order to insure compliance with this rule, the permittee will be subject to the following conditions:

1. The permittee shall within 6 months of receiving this CAFRA permit, provide proof to the Program that an application for plan endorsement has been submitted to the Office of Smart Growth
2. Until the plan endorsement process has been concluded, the permittee is limited to construction activities in the prime renewal and infill redevelopment area that provide for no more than 80% of coverage within either of the zones. Implementation of this condition will require the permittee to submit annual monitoring reports on the respective zones demonstrating that construction starts will not exceed 80% site coverage of the zone. Once the Plan endorsement process is finished and provided that Asbury Park becomes a CAFRA Urban Center", this permit allows for an automatic increase in allowable site coverage within the project area.

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Failure to receive plan endorsement within the five year effective period of this permit will require the permittee to cease approving development applications within the infill area until such time a mechanism is established to ensure that overall site coverage within the two zones is no greater than 80%.

Provided the permittee complies with the conditions noted above, the project is in compliance with this rule.

7:7E-5B.5 Vegetative cover percentages for a site in the CAFRA area

The area (in acres) on a site in the Coastal Metropolitan Planning Area in the CAFRA area in which trees and/or herb/shrub vegetation shall be planted or preserved is 5%

1. To determine the area (in acres) of tree preservation and/or tree planting on the site:

i. Determine the location of the site for purposes of determining applicable vegetative cover percentages using the method described at N.J.A.C. 7:7E-5B.5(b);

ii. Identify the forested or unforested portions of the site, as determined under N.J.A.C. 7:7E-5.5; and

iii. For each forested site or portion identified at (a)1ii above, multiply the acreage of the net land area on the forested site or forested portion as determined under N.J.A.C. 7:7E-5.3(d), by the tree preservation percentage in Table I below for the site location that applies to the site or portion, as determined under (a)1i above; and

iv. For each unforested site or portion identified at (a)1ii above, multiply the acreage of the net land area on the site or portion, as determined under N.J.A.C. 7:7E-5.3(d), by the tree planting percentage in Table I below for the site location that applies to the site or portion, as determined under (a)1i above; and

2. To determine the area (in acres) of herb/shrub vegetation preservation or planting on the site, subtract both the acreage of the impervious cover allowed under N.J.A.C. 7:7E-5B.4 and the acreage of tree planting and/or preservation required under (a)1 above from the acreage of the net land area on the site.

(b) If the sum of the acreage of tree planting required under (a)1 above plus the acreage of either the existing impervious cover on the site as determined under N.J.A.C. 7:7E-5B.4(e), (d), (e)3 or (f) or the acreage covered by buildings and/or asphalt or concrete pavement as determined under N.J.A.C. 7:7E-5B.4(e)2, exceeds the net land area on the site, as determined under N.J.A.C. 7:7E-5.3(d), then trees shall be planted in area (in acres) remaining after the acreage of impervious cover or acreage covered by buildings and/or asphalt or concrete pavement is subtracted from the acreage of the net land area on the site.

(c) The preservation or planting of trees and/or herb/shrub vegetation areas shall comply with the vegetative cover requirements at N.J.A.C. 7:7E-5.4.

1. The requirement for tree planting at (a)1 above, can be satisfied by preserving equivalent forested areas in addition to that required under (a)1 above.

2. The requirement for planting of herb/shrub vegetation at (a)2 above, can be satisfied by preserving equivalent wooded areas or planting an equivalent area of trees in addition to that required under (a)1 above.

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TABLE I
Tree Preservation and Planting Percentages
For Forested and Unforested Sites

Site Location	Tree preservation percentage for forested portion of site	Tree preservation and/or planting percentage for Unforested portion of site
CAFRA urban center CAFRA regional center Coastal regional center CAFRA core CAFRA node Military installation	10 percent	0 percent
CAFRA town Coastal town	25 percent	5 percent
CAFRA village Coastal village	30 percent	5 percent
CAFRA hamlet Coastal hamlet	40 percent	5 percent
Coastal Metropolitan Planning Area	10 percent	0 percent
Coastal Suburban Planning Area, within a sewer service area*	35 percent	5 percent
Coastal Suburban Planning Area, outside a sewer service area* Coastal Fringe Planning Area Coastal Rural Planning Area Coastal Environmentally Sensitive Planning Area	70 percent	5 percent

As a coastal metropolitan planning area, the project will require that 5% of the net land area be reforested equating to 10.6 acres of tree planting. The permittee's current proposal calls for 8.51 acres within the entire redevelopment zone which is 2.09 acres less than required.

The Program acknowledges that, beyond what is currently proposed, there are no areas within the prime renewal area to plant additional trees. As detailed earlier under 7:7E-5.B.4, the permittee proposes to pursue Plan Endorsement through the Office of State Planning to obtain designation as a CAFRA urban center. Provided the City is successful in seeking Plan Endorsement, the permittee would not be subject to the tree planting requirement rule.

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Therefore, as a condition of the CAFRA permit, the permittee must obtain Plan Endorsement approval as discussed above, in which case the proposed tree planting plan will be acceptable. If the City is unsuccessful in obtaining Plan Endorsement, the permittee shall propose a plan to establish additional tree planting in the redevelopment area commensurate with that required for a Coastal Metropolitan Planning Area site.

Provided that the permit condition specified above is complied with, the project is in compliance with this rule.

SUBCHAPTER 6. GENERAL LOCATION RULES

7:7E-6.1 Rule on location of linear development

- (a) A linear development as defined at N.J.A.C. 7:7E-1.8, shall comply with the specific location rules to determine the most acceptable route, to the maximum extent practicable.

The project proposes the following linear development: roadways, storm sewer upgrades, wastewater system and boardwalk reconstruction. The specifics concerning the above noted linear development have been addressed in this analysis and the project is in compliance with this rule.

7:7E-6.3 Secondary impacts

- (a) Secondary impacts are the effects of additional development likely to be constructed as a result of the approval of a particular proposal. Secondary impacts can also include traffic increases, increased recreational demand and any other offsite impacts generated by onsite activities which affect the site and surrounding region.

This permit authorizes the redevelopment of previously developed areas within Asbury Park. The primary concern regarding secondary impact is the potential for traffic patterns to cause air quality impacts.

In response to the preliminary analysis, the permittee submitted the requested air quality analysis prepared by the firm of Paul Carpenter, Inc. The air quality analysis contained traffic/intersection improvements at the following intersections:

- a. New Jersey Route 33 Corlies Ave and Memorial Ave
- b. New Jersey Route 33 and New Jersey Route 71 - Main Street
- c. Asbury Avenue and Memorial Avenue
- d. Asbury Avenue and New Jersey Route 71

Described within the Air Quality Assessment are several intersections and roadway improvements as described below.

In order to improve the traffic flow throughout the area, the existing traffic signals along Kingsley Street between First Avenue and Deal Lake Drive as well as the existing

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flashing traffic signals along Ocean Avenue between First Avenue and Sunset Avenue will be removed. Project related improvements include signal timing and phasing enhancements as well as re-stripping specific intersections to improve capacity.

Unrelated to this project, New Jersey Department of Transportation (NJDOT) will be widening Route 33 from Route 35 Route 71. The Route 33 east and westbound approaches to Memorial Drive will be widened to include left and shared through/right turn lanes. Through this project, a signal timing and phasing adjustment will incorporate these left-turn movements with an advanced phase movement. Route 33 and Route 71, which currently forms a T-intersection will be widened and realigned to intersect with Broadway and create a four-legged intersection controlled by a four-phase, 90 second cycle traffic signal. Route 33 eastbound will then consist of a left, shared through/left and right-turn lane, while the westbound approach of Broadway will consist of one lane for all turning movements. The Route 31 northbound approach will have one (1) left-turn, one (1) through and one (1) shared through/right lane, which the southbound approach will have one (1) left-turn, two (2) through and one (1) right-turn lane.

In addition to a signal timing enhancement, the Asbury Avenue east and westbound approaches at Memorial Drive will be re-stripped to provide separate left and through/right turn lanes. At the Asbury Avenue and Route 71 intersection, a signal timing and phasing adjustment is required to allow east and westbound left-turn advance movements. The Asbury Avenue approaches will be re-stripped to provide a left-turn and shared through/right turn lane. The Route 71 north and southbound approaches to Asbury Avenue will be re-stripped to provide separate left, through and shared through/right turn lanes. In order to accomplish this, one block of parking will be removed from each quadrant of this intersection.

The Route 71 intersection with Sunset Avenue will undergo a signal timing enhancement and phasing adjustment to provide a northbound advance phase. At this intersection the Sunset Avenue approaches will be re-stripped to include left and shared through/right turn lanes. The Asbury Avenue and Cookman/Kingsley Avenue intersection will be reduced to a four-legged intersection by removing the southern leg of Kingsley Avenue between Cookman and Lake Avenue as well as a traffic signal upgrade. The intersection of Cookman with Heck Street/Monroe will be reduced to a five-leg intersection with a three-phase signal by removing the eastern leg of Monroe between Cookman and Lake Avenue.

The existing traffic signals at the intersections of Asbury Avenue and Cookman Avenue as well as Cookman Avenue with Heck Street and Monroe Avenue will be upgraded to provide more efficient operations and improved movement of future traffic.

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SUBCHAPTER 7. USE RULES

7:7E-7.1 Purpose

Many types of development seek to locate in the coastal zone. The second stage in the screening process of the Coastal Zone Management rules involves analysis of appropriate uses of coastal resources. Use rules are rules and conditions applicable to particular kinds of development. Use rules do not preempt location rules which restrict development, unless specifically stated. In general, conditions contained in the use rules must be satisfied in addition to the location rules (N.J.A.C. 7:7E-2 through 6), and the resource rules described in the following subchapter (N.J.A.C. 7:7E-8).

7:7E-7.2 Housing use rules

- (a) "Housing" includes single family detached houses, multi-family units with apartments or town houses, high-rise buildings and mixed use developments

As noted earlier in this Summary Report, the permittee will construct 3,164 dwelling units and 450,000 square feet of commercial space during the redevelopment of Asbury Park.

The Plan provides for a mix of housing types, improvements to local infrastructure, transit operations along with improvements to public open space. Redevelopment proposed does not include housing over water areas nor development in Filled Water's Edge areas.

Since implementation of the Plan will initiate the return of a once vibrant coastal community and provides for a mix of housing types, compliance with this rule has been demonstrated.

7:7E-7.5 Transportation Use rule

- (a) Standards relevant to roads are as follows:

1. New road construction must be consistent with the rule on location of linear development at N.J.A.C. 7:7E-6.1, and shall be limited to situations where:
 - i. A clear need exists, taking into account the alternatives of upgrading existing roads and of using public transportation to meet the need;
 - ii. Provision is made to include construction of bicycle and foot paths, except where these would not be feasible;
 - iii. Provision is made to include, where appropriate, catwalks and parking access to nearby water bodies.
 - iv. Provision is made for coordinated construction of public transportation rights-of-way and facilities, such as bus lanes, rail lines, and related transit stop or station facilities and parking, except where such construction would not be feasible;
 - v. Visual and physical access to the coastal waters is maintained, to the maximum extent practicable; and
 - vi. Induced development in conflict with coastal rules would not be expected to result.

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2. Rationale: See the note at the beginning of this Chapter.

(b) Standards relevant to public transportation are as follows:

1. New and improved public transportation facilities, including bus, rail, air, boat travel, people mover systems and related parking facilities, are encouraged.
2. Development of existing rights-of-way which would preclude either their use for public transportation or public recreation trails is discouraged.

2. Rationale: See the note at the beginning of this Chapter.

As noted earlier, the applicant has provided mass transit locations, schedules and amenities for the redevelopment area along with bicycle racks to facilitate bike usage within the redevelopment area. In addition, the impact statement submitted in support of this permit application discusses the possibility of running jitneys to the existing train station as a means of promoting mass transit access to the redevelopment area, as needed. Compliance with this rule has been demonstrated.

7:7E-7.14 High Rise Structures

(a) High-rise structures are structures which are more than six stories or more than 60 feet in height as measured from existing preconstruction ground level.

(b) The standards for high-rise structures are as follows:

1. High-rise structures are encouraged to locate in an urban area of existing high density, high-rise and/or intense settlements;
2. High-rise structures within the view of coastal waters shall be separated from coastal waters by at least one public road or an equivalent area (at least 50 feet) physically and visually open to the public except as provided by N.J.A.C. 7:7E-3.48;
3. The longest lateral dimension of any high-rise structure must be oriented perpendicular to the beach or coastal waters, except for a high-rise structure that is located in the Redevelopment Zone of the City of Long Branch and authorized pursuant to the Long Branch Redevelopment Zone Permit at N.J.A.C. 7:7-7.4.
4. The proposed structure must not block the view of dunes, beaches, horizons, skylines, rivers, inlets, bays, or oceans that are currently enjoyed from existing residential structures, public roads or pathways, to the maximum extent practicable;
5. High-rise structures outside of the Hudson River waterfront special area as defined by N.J.A.C. 7:7E-3.48 shall not overshadow the dry sand beach between 10:00 A.M. and 4:00 P.M. between June 1 and September 20, and shall not overshadow waterfront parks year round;
6. The proposed structure must be in character with the surrounding transitional heights and residential densities, or be in character with a municipal comprehensive development scheme requiring an increase in height and density which is consistent with all applicable Coastal Zone Management rules;
7. The proposed structure must not have an adverse impact on air quality, traffic, and existing infrastructure; and

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8. The proposed structure must be architecturally designed so as to not cause deflation of the beach and dune system or other coastal environmental waterward of the structure.

The Program concurs that all high rise structures are oriented to preserve existing view corridors to the beach and coastal waters previously established by the east/west streets within the waterfront redevelopment area. The only portion of any public space that will be shadowed by any of the high rise structures is a portion of the newly created public area associated with development of the Riviera block. The Program has looked at the sun shade diagrams and finds that this temporary shadowing of what will be a public space in September, to be of minimal impact and otherwise finds the projects in compliance with this portion of the rule.

The Program agrees that the highrises are proposed in areas of development that will be of similar scale and that has been part of a comprehensively planned development where highrises are appropriate.

In regards to the setback requirement of the rule, the Program concurs that all highrises are separated from coastal waters by 50 feet.

Based on the above, the Program finds the project in compliance with this rule.

SUBCHAPTER 8. RESOURCE RULES

7:7E-8.1 Purpose

(a) In addition to satisfying the location and use rules, a proposed development must satisfy the requirements of this subchapter. This subchapter contains the standards the Department utilizes to analyze the proposed development in terms of its effects on various resources of the built and natural environment of the coastal zone, both at the proposed site as well as in its surrounding region.

7:7E-8.4 Water Quality

(a) As required by Section 307(f) of the Federal Coastal Zone Management Act (P.L. 92-583), Federal, State and local water quality requirements established under the Clean Water Act (33 U.S.C. 1251) shall be the water resource standards of the coastal management program. These requirements include not only the minimum requirements imposed under the Clean Water Act but also the additional requirements adopted by states, localities, and interstate agencies pursuant to Section 510 of the Clean Water Act and such statutes as the New Jersey Water Pollution Control Act. Department rules related to water pollution control and applicable throughout the entire coastal zone include, for example, the Surface Water Quality Standards (N.J.A.C. 7:9-4), the rules concerning Wastewater Discharge Requirements (N.J.A.C. 7:9-5), the Ground-Water Quality Standards (N.J.A.C. 7:9-6), and the Regulations Concerning the New Jersey Pollutant Discharge Elimination System (N.J.A.C. 7:14A).

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- (a) Coastal development which would violate the Federal Clean Water Act, or State laws, rules and regulations enacted or promulgated pursuant thereto, is prohibited. In accordance with N.J.A.C. 7:15 concerning the Water Quality Management Planning and Implementation process, coastal development that is inconsistent with an approved Water Quality Management (208) Plan under the New Jersey Water Quality Planning Act, N.J.S.A. 58:11A-1 et seq., is prohibited.

The Asbury Park redevelopment area, (prime development and infill/rehabilitation areas) are within the approved Areawide Water Quality Management (208) Plan. As detailed in a letter from Donald J. Norbut to Terrance D. Waldon, City Manager, dated January 25, 2002, the current reserve capacity of the Asbury Park wastewater treatment plant is 0.67 mgd. based on actual committed flow for the City wastewater treatment plant of 3.37 mgd. As noted in Mr. Norbut's letter, the applicant is requesting that the wastewater treatment plant reserve a capacity of 0.702 mgd representing capacity necessary to serve 3,000 residential units and 450,000 square feet of commercial space. This is more than Asbury Wastewater Treatment Plant (WWTP) can handle at this time. However, as part of its long range calculations, the WWTP is projecting that 500 units of 3127 will be replacement of existing units within the city giving them 0.115 mgd credit. Given that the permittee will be reconstructing or rehabilitating the majority of the sewer lines within the redevelopment area, there is also an inflow reduction of 0.195 mgd. Based on the above, there would be an overall capacity of 0.980 mgd if all improvements were currently in place. This will leave the city with a remaining capacity for other development of 0.278 mgd, which roughly equates to capacity to serve 1,264 dwelling units.

Based on the above, the City does not currently have adequate capacity to provide sewer service for full build out of the entire waterfront redevelopment area as approved in this CAFRA permit. However given that development will occur over a 10-year period and sewer lines will be upgraded, rehabilitated or replaced as new development comes online, it is very likely that additional capacity will become available over time.

In response to the preliminary analysis, the permittee provided a projected sewer line replacement/rehabilitation schedule that is acceptable to the Program and the permittee has also applied for the necessary DEP Treatment Works approval to allow the work to happen.

The availability of water will have a direct effect on the need for sewer capacity. While it is expected that water capacity will eventually become available, the lack of it removes pressure on the permittee to have all improvements in place prior to the initiation of construction. As noted above, the Program is satisfied with the projected rehabilitation/reconstruction schedule. Provided the schedule is implemented as proposed, the project is in compliance with this rule. However, as a condition of this CAFRA permit, the Program reserves the right to limit additional construction until the permittee demonstrates that capacity to the WWTP has been upgraded.

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7:7E-8.6 Groundwater Use

(a) Groundwater is all water within the soil and subsurface strata that is not at the surface of the land. It includes water that is within the earth that supplies wells and springs.

(b) Coastal development shall demonstrate, to the maximum extent practicable, that the anticipated groundwater withdrawal demand of the development, alone and in conjunction with other groundwater diversions proposed or existing in the region, will not cause salinity intrusions into the groundwaters of the zone, will not degrade groundwater quality, will not significantly lower the water table or piezometric surface, or significantly decrease the base flow of adjacent water sources. Groundwater withdrawals shall not exceed the aquifer's safe yield.

As noted in the Statement of Compliance with the Coastal Zone Management rules, the applicant's agent noted that the local water purveyor, New Jersey American Water Company (AWC) was unable to commit to supplying water for buildout of the site at this time due to DEP policy allowing flow for only the initial three year construction period. The compliance statement goes on to note at a meeting held on November 14, 2002 between Schoor DePalma and the Water Company along with representatives of the DEP Bureau of Safe Drinking Water, the water company was willing to agree to provide water service for the first two phases of the project consisting of 2,174 dwelling units.

The AWC has provided the permittee with a commitment letter for service to 2,174 dwelling units equating to a daily flow of 396,760 gallons a day. The AWC has not however, provided commitment for any commercial space associated with the redevelopment plan.

Safe Drinking Water permit applications have been submitted to DEP by the Permittee for Phases I and II of the development. The permittee contemplates the construction of 2,174 units and 183,198 square feet of commercial space in these phases.

As noted above, the permittee presently has a water commitment for 2,174 residential units but no commercial space commitment.

Program staff in reviewing this CAFRA permit, recognize that Asbury Park will redevelop in stages. As part of that staged development, the permittee will need to receive future water commitments for service. Since it is unknown what/where or when future development will occur, the Program does not object to the permittee's use of the potable water allocation (2,174 units) for the initial construction of residential units and/or commercial space up to 396,760 gpd. The allowance for either residential or commercial use will permit the Kushner and Paramount developments, along with any associated commercial space to move onto construction once this CAFRA permit is issued subject to the conditions detailed below.

In order to insure that adequate potable water is available and the development proposed beyond that proposed by the Kushner and Paramount companies, as a condition of this

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CAFRA permit, the permittee shall demonstrate compliance with the conditions detailed below.

1. Prior to the start of construction of any development within the redevelopment zone, the permittee shall provide proof to the Program that either they have available capacity from the initial commitment of 396,760 gallons a day, and/or supply the Program with proof that a Safe Drinking Water permit has been received. This condition is not applicable to the Kushner and Paramount developments respectively proposed on Blocks 118, and Blocks 207 and 208.

7:7E-8.7 Stormwater management

(a) Stormwater runoff is the flow of water on the surface of the ground, resulting from precipitation.

(b) Coastal development shall employ a site design which, to the extent feasible, minimizes the amount of impervious coverage on a project site. In addition, the development shall use the best available technology to minimize the amount of stormwater generated, minimize the rate and volume of off-site stormwater runoff, maintain existing on-site infiltration, simulate natural drainage systems and minimize the discharge of pollutants to ground or surface waters. Consistent with the provisions of the Stormwater Management rule, the overall goal of the post-construction stormwater management system design shall be the reduction from the predevelopment level of total suspended solids (TSS) and soluble contaminants in the stormwater.

In response to the request for information contained within the Program's June 24, 2003 letter, the applicant's agent submitted an implementation/construction schedule for stormceptors which is acceptable to the Program. Stormceptors are mechanical components designed to filter stormwater runoff prior to discharge into surface waters. In addition, the Program has reviewed the infrastructure improvement plans for the Asbury redevelopment project prepared by the firm Schoor DePalma in sheets 1 - 28 all dated April 7, 2003 and revised to March 5, 2004. The Program finds the proposed stormwater system and its associated upgrades including the placement of rip rap aprons in shallow water habitat to be acceptable to the Program.

Subsequent to the public hearing for this project, DEP's rules on the management of stormwater changed significantly, (see NJAC 7:8). The permittee's consultant Schoor DePalma is aware that stormceptor devices are no longer acceptable stand alone water quality devices unless certified by DEP.

Schoor DePalma has evaluated the use of storm filters (currently the only certified device) but has hydrologic questions/concerns about the device.

Schoor DePalma currently notes there are several devices being evaluated by the New Jersey Corporation for Advanced Technology and has committed to installing only certified devices into the projects storm water system.

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The Program understands the problems the new stormwater regulations have caused, but are otherwise satisfied with the applicant's commitment to use certified devices along with their proposed installation schedule.

To insure compliance with this rule, this CAFRA permit is conditioned on the permittee supplying the information noted below.

1. Type of device that will be incorporated into the stormwater system.
2. Maintenance/operation program for all aspects of the stormwater system.

The above information must be received within 30 days of NJCAT's certification of the stormwater device.

Prior to occupation of the Wesley Lake development on Blocks 118, 128, and 129 and the Paramount development proposal on Blocks 207 and 208, the permittee shall submit proof to the Program that the devices proposed to handle the stormwater generated by these projects are installed and operational.

Provided the conditions noted above are complied with, this rule has been satisfied.

In response to the Program's request of June 24, 2003, the applicant submitted a plan entitled "Stormceptor Phasing Plan, Asbury Park Redevelopment Project" dated July 15, 2003 and revised to March 5, 2004 and prepared by the firm of Schoor DePalma. In this plan, the applicant's consultant detailed the phasing of stormceptor installation along with stormwater piping upgrades. In addition, the applicant's agent has also submitted plans entitled "Infrastructure Improvement Plans for Asbury Park Redevelopment" prepared by the firm Schoor DePalma in sheets 1 - 28 and dated April 7, 2003 and revised to March 5, 2004.

Based on the Program's review of the plans referenced above, the project is in compliance with the stormwater rule.

7:7E-8.8 Vegetation

(a) Vegetation is the plant life or total plant cover that is found on a specific area, whether indigenous or introduced by humans.

(b) Coastal development shall preserve, to the maximum extent practicable, existing vegetation within a development site. Coastal development shall plant new vegetation, particularly appropriate coastal species native to New Jersey to the maximum extent practicable.

In support of the overall permit application, the applicant's consultants have submitted typical revegetation plans for the overall redevelopment of Asbury Park entitled "Overall Landscape Plan Oceanfront Asbury", dated July 2003 and prepared by the firm Clark, Caton and Hintz. Based on a review of the above plan, as previously discussed in Subchapter 5 analysis, the Program is in agreement with the number and locations of

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trees to be planted as part of the redevelopment plan.

As discussed earlier in Subchapter 5 and dependent on Asbury Park's success with the Plan Endorsement process, the permittee may not have a tree planting requirement.

Until such time as the endorsement from the Office of Smart Growth is finalized, the Program finds the initial vegetation plan acceptable and the project is in compliance with this rule.

7:7E-8.10 Air quality

(a) The protection of air resources refers to the protection from air contaminants that injure human health, welfare or property, and the attainment and maintenance of State and Federal air quality goals and the prevention of degradation of current levels of air quality.

(b) Coastal development shall conform to all applicable State and Federal regulations, standards and guidelines and be consistent with the strategies of New Jersey's State Implementation Plan (SIP). See N.J.A.C. 7:27 and New Jersey SIP for ozone, particulate matter, sulfur dioxide, nitrogen dioxide, carbon monoxide, lead, and visibility.

(c) Coastal development shall be located and designed to take full advantage of existing or planned mass transportation infrastructures and shall be managed to promote mass transportation services, in accordance with the Traffic rule, N.J.A.C. 7:7E-8.14.

In response to the preliminary analysis, the permittee submitted the requested air quality analysis prepared by the firm of Paul Carpenter, Inc. The air quality analysis contained traffic/intersection improvements at the following intersections.

- a. New Jersey Route 33 Corlies Ave and Memorial Ave
- b. New Jersey Route 33 and New Jersey Route 71 - Main Street
- c. Asbury Avenue and Memorial Avenue
- d. Asbury Avenue and New Jersey Route 71

DEP's Division of Air Quality review of the air quality analysis submitted in support of the plan found that air quality impacts at buildout of the project would not result in contravention of air quality standards provided that the following improvement were in place.

In order to improve the traffic flow throughout the area, the existing traffic signals along Kingsley Street between First Avenue and Deal Lake Drive as well as the existing flashing traffic signals along Ocean Avenue between First Avenue and Sunset Avenue will be removed. Project related improvements include signal timing and phasing enhancements as well as re-striping specific intersections to improve capacity.

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Unrelated to this project, New Jersey Department of Transportation (NJDOT) will be widening Route 33 from Route 35 Route 71. The Route 33 east and westbound approaches to Memorial Drive will be widened to include left and shared through/right turn lanes. Through this project, a signal timing and phasing adjustment will incorporate these left-turn movements with an advanced phase movement. Route 33 and Route 71, which currently forms a T-intersection will be widened and realigned to intersect with Broadway and create a four-legged intersection controlled by a four-phase, 90 second cycle traffic signal. Route 33 eastbound will then consist of a left, shared through/left and right-turn lane, while the westbound approach of Broadway will consist one lane for all turning movements. The Route 31 northbound approach will have one (1) left-turn, one (1) through and one (1) shared through/right lane, which the southbound approach will have one (1) left-turn, two (2) through and one (1) right-turn lane.

In addition to a signal timing enhancement, the Asbury Avenue east and westbound approaches at Memorial Drive will be re-stripped to provide separate left and through/right turn lanes. At the Asbury Avenue and Route 71 intersection, a signal timing and phasing adjustment is required to allow east and westbound left-turn advance movements. The Asbury Avenue approaches will be re-stripped to provide a left-turn and shared through/right turn lane. The Route 71 north and southbound approaches to Asbury Avenue will be re-stripped to provide separate left, through and shared through/right turn lanes. In order to accomplish this, one block of parking will be removed from each quadrant of this intersection.

The Route 71 intersection with Sunset Avenue will undergo a signal timing enhancement and phasing adjustment to provide a northbound advance phase. At this intersection the Sunset Avenue approaches will be re-stripped to include left and shared through/right turn lanes. The Asbury Avenue and Cookman/Kingsley Avenue intersection will be reduced to a four-legged intersection by removing the southern leg of Kingsley Avenue between Cookman and Lake Avenue as well as a traffic signal upgrade. The intersection of Cookman with Heck Street/Monroe will be reduced to a five-leg intersection with a three-phase signal by removing the eastern leg of Monroe between Cookman and Lake Avenue.

The existing traffic signals at the intersections of Asbury Avenue and Cookman Avenue as well as Cookman Avenue with Heck Street and Monroe Avenue will be upgraded to provide more efficient operations and improved movement of future traffic.

Provided that the traffic improvements are implemented as proposed, the project will be in compliance with this rule. However, as a condition of this CAFRA permit and within 90 days of occupation of any residential or commercial building authorized by this permit, the permittee shall submit an implementation schedule for the improvements detailed above. All improvements will need to be in place prior to buildout of the project.

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7:7E-8.11 Public Access to the Waterfront

(a) Public access to the waterfront is the ability of all members of the community at large to pass physically and visually to, from and along the ocean shore and other waterfronts.

(b) Coastal development adjacent to all coastal waters, including both natural and developed waterfront areas, shall provide permanent perpendicular and linear access to the waterfront to the maximum extent practicable, including both visual and physical access. Development that limits public access and the diversity of the waterfront experiences is discouraged.

1. All development adjacent to water shall, to the maximum extent practicable, provide, within its site boundary, a linear waterfront strip accessible to the public. If there is a linear waterfront accessway on either side of the site and the continuation of which is not feasible within the boundaries of the site, a pathway around the site connecting to the adjacent parts, or potential parts of the waterfront path system in adjacent parcels shall be provided.

2. Municipalities that do not currently provide, or have active plans to provide, access to the water will not be eligible for Green Acres or Shore Protection funding.

2. Public access must be clearly marked, provide parking where appropriate, be designed to encourage the public to take advantage of the waterfront setting, and must be barrier free where practicable.

In our review of the Compliance Statement submitted in support of this CAFRA permit application along with the various site plans which have been previously noted in this preliminary analysis, the Program concurs with the applicant's position that waterfront access in the City of Asbury Park will be encouraged from the redevelopment of the city. Based on the above, the Program finds that compliance with this rule has been demonstrated.

7:7E-8.12 Scenic Resources and Design

(a) Scenic resources include the views of the natural and/or built landscape.

(b) Large-scale elements of building and site design are defined as the elements that compose the developed landscape such as size, geometry, massing, height and bulk structures.

(c) New coastal development that is visually compatible with its surroundings in terms of building and site design, and enhances scenic resources is encouraged. New coastal development that is not visually compatible with existing scenic resources in terms of large-scale elements of building and site design is discouraged.

(d) In all areas, except the Northern Waterfront region, the Delaware River Region and Atlantic City, new coastal development adjacent to a bay or ocean or bayfront or oceanfront, beach, dune or boardwalk and higher than 15 feet in height measured from the existing grade of the site or boardwalk shall:

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1. Provide an open view corridor perpendicular to the water's edge in the amount of 30 percent of the frontage along the waterfront where an open view currently exists; and
2. Be separated from either the beach, dune, boardwalk, or waterfront, whichever is further inland, by a distance of equal to two times the height of the structure. However, exceptions may be made for infill sites within existing commercial areas along a public boardwalk where the proposed use is commercial and where the set-back requirement is visually incompatible with the existing character of the area.

As noted within the Compliance Statement, there is one building within the redevelopment area that will be closer than the standards normally required for setbacks under this rule. That building is the Riviera building closest to the Boardwalk located on Block 208 which is part of the Paramount Homes housing project. The Program, in considering the location of this building, took into account the applicant's proposal that this particular building was situated because of its screening effects to the sewerage treatment plant and 2) to provide a terminus to the reestablishment of Ocean Avenue where the ocean turns into 7th.

After careful evaluation of the site lines provided along with the reestablishment or enhancement of public access in this area from a new public plaza, the Program concurs that this building even though while not in strict compliance with the rule, is necessary to complete the project as a whole. Therefore compliance with this rule has been demonstrated.

7:7E-8.13 Buffers and Compatibility of Uses

(a) Buffers are natural or man-made areas, structures, or objects that serve to separate distinct uses or areas. Compatibility of uses is the ability for uses to exist together without aesthetic or functional conflicts.

(b) Development shall be compatible with adjacent land uses to the maximum extent practicable.

1. Development that is likely to adversely affect adjacent areas, particularly Special Areas N.J.A.C. 7:7E-3, or residential or recreation uses, is prohibited unless the impact is mitigated by an adequate buffer. The purpose, width and type of the required buffer shall vary depending upon the type and degree of impact and the type of adjacent area to be affected by the development, and shall be determined on a case-by-case basis.

Based on a review of plans submitted by the applicant, the Program finds the type of development proposed is consistent with existing and prior development, mainly residential with some commercial. As a result, the project is in compliance with this rule.

7:7E-8.14 Traffic

(a) Traffic is the movement of vehicles, pedestrians or ships along a route.

(b) Coastal development shall be designed, located and operated in a manner to cause the least possible disturbance to traffic systems.

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1. Alternative means of transportation, that is, public and private mass transportation facilities and services, shall be considered and, where feasible, incorporated into the design and management of a proposed development, to reduce the number of individual vehicle trips generated as a result of the facility. Examples of alternative means of transportation include: van pooling, staggered working hours and installation of ancillary public transportation facilities such as bus shelters.

(c) When the level of service of traffic systems is disturbed by approved development, the necessary design modifications or funding contribution toward an area wide traffic improvement shall be prepared and implemented in conjunction with the coastal development, the satisfaction of the New Jersey Department of Transportation and any regional agencies.

(d) Any development that causes a location on a roadway to operate in excess of capacity Level D is discouraged. A developer shall undertake mitigation or other corrective measures as may be necessary so that the traffic levels at any affected intersection remain at capacity Level D or better. A developer may, by incorporating design modification or by contributing to the cost of traffic improvements, be able to address traffic problems resulting from the development, in which case development would be conditionally acceptable. Determinations of traffic levels which will be generated will be made by the New Jersey Department of Transportation

(e) Coastal development located in municipalities which border the Atlantic Ocean, except as excluded under (e) 1, 2 or 3 below, shall provide sufficient on-site and/or off-site parking for its own use at a ratio of two spaces per residential unit. In general, on street parking spaces along public roads cannot be credited as part of off-site parking provided for a project. All off-site parking facilities must be located either in areas within reasonable walking distance to the development or areas identified by any local or regional transportation plans as suitable locations. All off-site parking facilities must also comply with N.J.A.C. 7:7E-7.5(d), the parking facility rule, where applicable.

The issue of parking has been an item of discussion ever since Asbury Partners initiated discussions with the Department concerning the redevelopment of Asbury Park. As noted in the traffic rule, for oceanfront residential development, applicants are required to provide two on-site parking spaces per dwelling unit and in general on street parking spaces along public roads cannot be credited as part of off-site parking provided for a project.

The applicant has noted that the construction of two spaces per dwelling unit within the confines of the blocks of the redevelopment area is not feasible instead proposing the onsite construction of 1.5 spaces per dwelling unit with the remainder of .5 spaces to be made up by on street parking.

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The permittee has consistently argued that:

- (1) there are a large number of existing on-street parking spaces throughout the city;
- (2) there is a substantial amount of existing public mass transit service in Asbury Park including 5 bus routes along Kingsley Ave
- (3) there are future plans for a jitney service to run along Ocean Avenue and connect to the New Jersey Transit station located on Main Street by City Hall; and
- (4) the overall plan is set up to encourage the use of mass transit into the city with quick service from the train station to the beach by the jitney service.

Because of the availability of mass transit within the city, the applicant feels that the dependence on private auto for commuting and some shopping trips would be diminished as a number of visitors will visit the city utilizing mass transit service thereby not requiring 2 parking spaces per dwelling unit. In addition, the applicant contends that because of this urban setting, people will not be as dependent on cars for most of their convenient shopping, restaurant and recreation trips.

Overall there are 3,164 dwelling units anticipated for construction under the redevelopment plan. This will result in the provision of 4,746 spaces within structured parking directly associated with the new residential developments. In addition to the 1.5 spaces for structured parking to be contained within the residential development, the applicant is also proposing to supplement this off street parking by construction of a 200 or more space facility behind the Empress Hotel. The applicant proposes to construct a surface parking lot of 113 spaces on block 221 associated with the reestablishment of the dune and fishing area at the northern portion of the city.

As detailed in the rule, in general, on street parking along public roads cannot be credited as part of offsite parking provided for the project. The rule was established as a result of the continued popularity of having a "beach experience" in New Jersey and to not preclude day trippers from being able to find a place to park.

The redevelopment of Asbury Park has raised a number of questions of which parking has played a major role. The Program finds that with the exception of development on blocks 222 and 219 the parking of 1.5 cars per unit in structured spaces with the remainder of each site's parking requirements satisfied by street parking, to meet the intent of this rule and the project is in compliance with this rule.

Development on blocks 222 and 219 present a different problem because of their close proximity to the 113-space free public lot. The proximity could cause unit owners to utilize the free lot to satisfy their extra parking needs.

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As noted earlier under the dunes discussion, the public parking lot is proposed on a previously disturbed site and its location there was bolstered by the permittee's presentation that the lot was to serve primarily for public access activities such as swimming, fishing, and surfing.

In discussions with the permittee's consultant, Program staff was informed that it is also Asbury Park's intention to keep the lot public by the passing of ordinances limiting parking of three hour intervals and by eliminating overnight parking.

The Program while noting merit in the potential ordinances, also notes there are no mechanisms preventing day time use by new residents and the elimination of overnight parking could hamper nighttime fishing access.

Therefore, as a condition of this CAFRA permit and prior to any disturbance on blocks 219 and 222, the permittee shall submit design plans incorporating the following:

1. For all construction proposed for block 222, any development shall provide for 2 off-street parking spaces per unit
2. For all "new" construction proposed for block 219, any development shall provide for 2 off-street parking spaces per unit
3. For any building rehabilitated within block 219, plans shall provide for 1.5 off-street parking spaces per unit.
4. Any buildings within block 219 that do not get rehabilitated, will not need to provide parking beyond what they currently have.

Compliance with the above conditions will make the project in compliance with this rule.

13:19-10 REVIEW OF APPLICATIONS; REQUIRED FINDINGS

The Commissioner shall review filed applications, including the environmental impact statement and all information presented at public hearings. He shall issue a permit only if he finds that the proposed facility:

- a. Conforms with all applicable air, water and radiation emission and effluent standards and all-applicable water quality criteria and air quality standards.
- b. Prevents air emissions and water effluents in excess of the existing dilution, assimilative and recovery capacities of the air and water environments at the site and within the surrounding region. As noted above, the air quality analysis has demonstrated that contravention of air quality standards will not occur and compliance with this section has been demonstrated.
- c. Provides for the handling and disposal of litter, trash, and refuse in such a manner as to minimize adverse environmental effects and the threat to the public health, safety, and welfare.
- d. Would result in minimal feasible impairment of the regenerative capacity of water aquifers or other ground or surface water supplies.

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- c. Would cause minimal feasible interference with the natural functioning of plant, animal, fish, and human life processes at the site and within the surrounding region.
- f. Is located or constructed so as to neither endanger human life or property nor otherwise impair the public health, safety, and welfare.
- g. Would result in minimal practicable degradation of unique or irreplaceable land types, historical or archeological areas, and existing scenic and aesthetic attributes at the site and within the surrounding region.

ANALYSIS

- a. As detailed above and as a request for additional information, the permittee has submitted air quality analysis for the four intersections in question. Based on the air quality review along with the traffic improvements proposed as part of the development plan, air quality standards will not be contravened and compliance with this section has been demonstrated. As noted above the air quality analysis has demonstrated that contravention of air quality standards will not occur and compliance with this section has been demonstrated.
- As detailed earlier, DEP has not yet certified a stormwater device that satisfies the stormwater regulations adopted by DEP on February 2, 2004. However, certification is expected from NJCAT shortly and the applicant has committed to installing whatever device DEP certifies. Installation of certified devices will allow the Program to make a positive finding for this section. Coupled with the permittee's commitment to install only certified devices and this CAFRA permit requirement, the devices must be in place prior to occupation of any building, allow the Program to make the necessary positive finding.
- All wastewater generated by the proposed development will be treated at the nearby Wastewater treatment Plant (WWTP). The WWTP currently has the capacity to handle 0.67 MGD of additional flows. In addition and given the build out time frame of the project as a whole, the WWTP will realize additional capacity of .195 GPD as repairs are made to the system thereby preventing inflow into the system and will also realize additional capacity by the replacement of existing units with new units. As a result, this section has been complied with.
- b. As noted above, the applicant has demonstrated that water effluents for waste water and stormwater generated by the development will prevent effluents that exceed the existing dilution, assimilative capacities of the water environment at the site and within the surrounding region.
- c. The project will provide adequate trash pickup in a manner that will minimize adverse environmental impacts to the environment and that will protect public health safety and welfare.
- d. As detailed in the "Statement of Compliance with the Rules on Coastal Zone Management dated May 2003", the applicant's consultant noted that the

Asbury Park Waterfront Redevelopment
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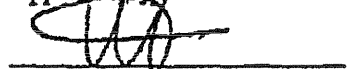
15. The permittee is limited to construction activities in the prime renewal and infill redevelopment area that provide for no more than 80% coverage within either of the zones. Implementation of this condition will require the permittee to submit annual monitoring reports on the respective zones demonstrating that construction starts will not exceed 80% site coverage of the zone.
16. Failure to receive plan endorsement within the five year effective period of this permit will require the permittee to cease entering into development agreements that would result in impervious cover in the prime area greater than 80% and in the infill area, development that proposes greater than 65% site coverage.
17. Prior to initiation of sewer line construction, the permittee shall submit proof that Treatment Works Approvals have been received from DEP.
18. Prior to the start of construction of any development within the redevelopment zone, the permittee shall provide proof to the Program that either they have available capacity from the initial commitment of 396,760 gallons per day, and/or supply the Program with proof that a Safe Drinking Water permit has been received. This condition is not applicable to the Kushner and Paramount developments respectively proposed on Blocks 118, 128, and 129 and Blocks 207 and 208.
19. Prior to occupation of the Wesley Lake development on Blocks 118, 128 and 129 and the Paramount development proposal on Block 207 and 208, the permittee shall submit proof to the Program that the devices proposed to handle the stormwater generated by these projects are installed and operational.
20. As a condition of this CAFRA permit and prior to any disturbance on blocks 219 and 222, the permittee shall submit design plans incorporating the following:
 - a. for all construction proposed for Block 222, any development shall provide for 2 off-street parking spaces per unit.
 - b. for all "new" construction proposed for block 219, any development shall provide for 2 off-street parking spaces per unit
 - c. for any building rehabilitated within block 219, plans shall provide for 1.5 off-street parking spaces per unit.
 - d. any buildings within Block 219 that do not get rehabilitated will not need to provide parking beyond what they currently have.

Prepared by:


Kevin J. Broderick, Manager
Bureau of Coastal Regulation

3/26/2004
Date

Approved by:


Mark N. Mauriello, Director
Land Use Regulation Program

3/26/04
Date

Appendix 8: Sign Ordinance

Asbury Park, New Jersey
ORDINANCE NO. 2018-

**AN ORDINANCE OF THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH
AND STATE OF NEW JERSEY AMENDING AND SUPPLEMENTING SECTION 30-61
ENTITLED "SIGNS" OF THE CITY'S LAND DEVELOPMENT REGULATIONS**

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

Section 1. Existing Section 30-61.9 of the City of Asbury Park Land Development Regulations, entitled "Permitted Exceptions," is hereby amended as follows (new text is **bold and underlined**):

30-61.9 Permitted Exceptions.

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

i. Public access signs:

- 1. Signs shall be erected at all public access points identifying the area as such.**
- 2. Public access signs shall be maintained by the property owner and clear of obstruction and visible to the public.**

I, CINDY A. DYE, Clerk of the City of Asbury Park, in the County of Monmouth, New Jersey, do hereby certify that the foregoing is a true copy of an Ordinance duly adopted by the City Council at its regularly scheduled public meeting on _____

CINDY A. DYE
CITY CLERK

Appendix 9: Deed of Dedication for Block 4502, Lots 1.03 and 1.23 (Former Block 227)

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Ocean, N.J.

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Prepared by:

Peter S. Falvo, Jr., Esq.



368546

**DEED OF EASEMENT AND RIGHT OF WAY
FOR PEDESTRIAN AND VEHICULAR ACCESS**

THIS INDENTURE made this 12 day of January, 2004,
by and between Asbury Partners, LLC, a New Jersey Corporation,
with offices at 1100 Ocean Avenue, Asbury Park, New Jersey
07712, hereinafter referred to as "Grantor", and

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, hereinafter referred to as **"Grantee"**.

W I T N E S S E T H :

The Grantor in consideration of the covenants and
agreements hereinafter recited and the sum of ONE DOLLAR
(\$1.00), the receipt of which is hereby acknowledged, does
hereby **give, grant, and convey unto the Grantees, its successors
and assigns, an Easement and a free uninterrupted and
unobstructed right-of-way, in, across, under, and over a portion
of the property** of the Grantor, situated on property described
in Exhibits 1-22 attached hereto in the City of Asbury Park,
County of Monmouth and State of New Jersey, as per the attached
legal description attached hereto and made a part hereof as
**Exhibits 1-22 , for the purpose of constructing or utilizing the
same for pedestrian or vehicular traffic** and for the purpose of

maintaining, inspecting, removing, repairing, replacing, relaying, and adding to from time to time any pavement, curbs, sub-base, drainage, traffic control signal devices, traffic control signs, line striping, or any other actions directly or proximately resulting from or in the use of the premises described on Schedule A for pedestrian or vehicular traffic.

Being a portion of the premises conveyed to the Grantor herein by deed of City of Asbury Park, A Municipal Corporation, dated October 28, 2002 and recorded in the Monmouth County Clerk's Office on November 2, 2002 in deed book OR8159, at page 7512. Being the same premises as evidenced by a subdivision map entitled "Asbury park Redevelopment Project" and filed in the Monmouth County Clerk's Office on December 22, 2003 in Case 292, Sheets 19, 20, 21 & 22.

Grantor also grants to the Grantee, its successors and assigns the right to enter in and upon whatever portion of the premises, exclusive of the Easement, with men, material and machinery and both vehicular and pedestrian traffic at any and all times for the purpose of maintaining, repairing, renewing, or adding to the aforesaid Right of Way and appurtenance thereto, and for doing anything necessary, useful, and convenient for the enjoyment of the Easement herein granted.

This Easement is perpetual and may only be extinguished and/or terminated by the Grantee, or its successors in title.

The Grantee agrees, by the acceptance of this Deed of Easement, that upon any opening made by the Grantee in or by final judgment of tax certificate foreclosure in the Superior Court of New Jersey, Chancery Division, Monmouth County, in an action bearing Docket No. F-21966-01, dated October 8, 2002 and recorded October 31, 2002 in DD Book 8159-1945 connection with any of the purposes of this Easement and Right of Way, said opening shall be back filled and resurfaced to as nearly as possible the same condition that existed when said opening was made, all such work to be done at the sole cost and expense of the Grantee. Should Grantor cause any damage to the Easement area of whatever nature, Grantor shall be responsible to restore the premises to its original condition at Grantor's sole cost and expense. Should anyone sustain injury as a result of the damage caused by Grantor, Grantor agrees to indemnify and hold harmless the Grantee against any claim for damages resulting from said injury.

And the said Grantor does covenant with the said Grantee as follows:

The Grantor further covenants with the Grantees as follows:

1. Said Grantor agrees, acknowledges, and affirms that this Easement shall be binding upon its heirs, successors and assigns.

2. That the said Grantee shall have the non-exclusive right to enjoy the said Easement without disturbances and interference.

3. Grantor shall at all times have the right to use the Easement for any lawful purpose, provided, however, that the said use shall not interfere in any way with any of the purposes of this Easement.

4. That the premises herein subjected to said Easement are subject to no mortgages except to BRT Realty Trust, Dated May 30, 2003 and recorded in the Monmouth County Clerk's Office in Mortgage Book OR8252, at page 9178 on July 7, 2003, and further Assignment of Leases and Rents between Asbury Partners, L.L.C. and BRT Realty Trust dated May 30, 2003 and recorded in the Monmouth County Clerk's Office in Mortgage Book OR8252 at page 9460 on July 7, 2003.

6. That the Grantor does hereby expressly permit entry by Grantee for any purpose herein stipulated upon said Easement without furnishing notice of said entry to Grantor.

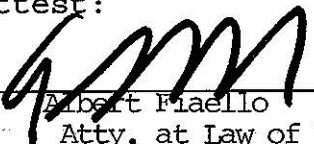
7. Upon the transfer of title to a successor or Grantor conveying all of its right, title, and interest to the premises to which this Easement is a part, Grantor herein shall have no further personal liability to Grantee, except as may be set forth in any developer agreement, redevelopment agreement, or such other agreements that may be entered into between the parties prior or subsequent to the execution of this Easement,

or as may be required by any municipal approval not already satisfied. Grantor's successor in title shall have all the liabilities to Grantee as set forth herein or as established by law.

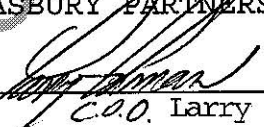
To have and to hold the above granted Easement unto the said Grantee, its successors and assigns, forever or until such time that Grantee and/or its successor in title extinguishes and/or revokes said Easement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the date first above written.

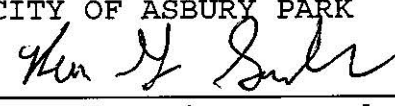
Attest:


Albert Piaello
Atty. at Law of N.J.

ASBURY PARTNERS, LLC

By: 
C.O.O. Larry Fishman


Stephen Kay, City Clerk

CITY OF ASBURY PARK

By: Mayor Kevin G. Sanders

I certify that on 1/2/09, 2003, before me, _____ subscriber, a Notary Public of the State of New Jersey, personally appeared Larry Fishman, _____ of Asbury Partners, L.L.C., and this person acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed this document; and
- (b) signed, sealed and delivered this document as his or her act and deed.


Notary Public of New Jersey
Albert Piaello
an Attorney at Law of N.J.

**DESCRIPTION OF PROPERTY
CITY OF ASBURY PARK
MONMOUTH COUNTY, NEW JERSEY**

**VARIABLE WIDTH VEHICULAR
ACCESS EASEMENT LOTS 1.02
1.03 & 1.04 BLOCK 227
PROJECT NO. 010004301
AUGUST 20, 2003**

All those certain lots, tracts or parcels of land situate, lying and being in the City of Asbury Park, in the County of Monmouth, and the State of New Jersey and being all of Proposed Variable Width Utility and Access Easement through a portion of Lots 1.02, 1.03 & 1.04 Block 227, said newly created lots as shown on a certain map entitled "Final Plat Asbury Park Redevelopment Project, Block 144.04 Lot 1, Block 176 Lot 1.01, Block 207 Lot 1, Block 227 Lot 1, Block 230 Lot 1 and Block 231 Lot 1, City of Asbury Park, Monmouth County, New Jersey", prepared by Schoor DePalma, Manalapan, dated November 15, 2002, revised to August 20, 2003, said plat about to be filed in the Monmouth County Clerk's Office, and being further described as follows, to wit;

BEGINNING at a point in the newly created easterly terminus of Lake Avenue, (Variable Width R.O.W.), said point being the following bearing and distance from the point of intersection formed by the existing southerly line of same where same intersects the newly created westerly line of Lot 1 Block 144.04,

- A) North fifteen degrees thirty-three minutes twenty-two seconds West (N 15° 33' 22" W), sixty and fifty hundredths feet (60.50'), along the aforesaid terminus of Lake Avenue, to a point in the same;

And from said point running, thence;

- 1) South seventy-four degrees twenty-four minutes twenty-one minutes West (S 74° 24' 21" W), one hundred fifty-one and sixty-four hundredths feet (151.64'), along the newly created southerly line of Lot 1 Block 144.04, said lot as shown on the aforesaid plat about to be filed, to a point of curvature in the same, thence;
- 2) Northeasterly, on a curve having a radius of eighty-seven and fifty hundredths feet (87.50'), and curving to the left an arc length of thirty-two and fifty hundredths feet (32.50'), (central angle 21°17'04"), along the aforesaid newly created southerly line of Lot 1 Block 144.04, to a point of tangency in the same, thence;
- 3) North fifty-three degrees seven minutes seventeen seconds East (N 53° 07' 17" E), ninety-one and sixty-seven hundredths feet (91.67'), still along a newly created southerly line of Lot 1 Block 144.04, to a point of curvature in the same, thence;

- 4) Northeasterly, on a curve having a radius of thirty-seven and fifty hundredths feet (37.50'), and curving to the left an arc length of twenty-four and eighty-four hundredths feet (24.84'), (central angle $37^{\circ} 57' 09''$), still along a newly created southerly line of Lot 1 Block 144.04, to a point of tangency in the same, thence;
- 5) North fifteen degrees ten minutes seven seconds East (N $15^{\circ} 10' 07''$ E), thirty-nine and two hundredths feet (39.02'), along a southeasterly line of the aforesaid Lot 1 Block 144.04, to a point in the newly created southerly line of Asbury Avenue, thence;
- 6) South seventy-four degrees fifty minutes fifty-five seconds East (S $74^{\circ} 50' 55''$ E), twenty-five and zero hundredths feet (25.00'), along the aforesaid southerly line of Asbury Avenue, to a point in the same, thence;
- 7) South fifteen degrees ten minutes seven seconds West (S $15^{\circ} 10' 07''$ W), thirty-nine and two hundredth foot (39.02'), passing through a portion of Lot 1.02 Block 227, to a point of curvature in the same, thence;
- 8) Southwesterly, on a curve having a radius of sixty-two and fifty hundredths feet (62.50'), and curving to the right on arc length of forty-one and forty hundredths feet (41.40'), (central angle $37^{\circ} 57' 09''$), still passing through a portion of Lot 1.02 Block 227, to a point of tangency in the same, thence;
- 9) South fifty-three degrees seven minutes seventeen seconds West (S $53^{\circ} 07' 17''$ W), ten and ninety-three hundredths feet (10.93'), still passing through a portion of Lot 1.02 Block 227, to a point of curvature in the same, thence;
- 10) Southwesterly, on a curve having a radius of fifteen and zero hundredths feet (15.00'), and curving to the left an arc length of twenty-one and eighty-nine hundredths feet (21.89'), (central angle $83^{\circ} 35' 44''$), still passing through a portion of the aforesaid Lot 1.02 Block 227, to a point of tangency of the same, thence;
- 11) South thirty degrees twenty-eight minutes twenty-seven seconds East (S $30^{\circ} 28' 27''$ E), one hundred five and eighty-three hundredths feet (105.83'), along the newly created southwesterly line of Lot 1.04 Block 227, said adjoining lot as shown on the aforesaid plat about to be filed, to a point of curvature, (non-tangent), in the same, thence;
- 12) Southerly, on a curve having a radius of thirty and zero hundredths feet (30.00'), and curving to the right an arc length of sixty-four and forty-eight hundredths feet (64.48'), (central angle $123^{\circ} 08' 20''$), said curve having a chord bearing of S $46^{\circ} 04' 36''$ E, and a chord distance of fifty-two and seventy-six hundredths feet (52.76'), passing through a portion of the aforesaid newly created Lot 1.04 Block 227, to a point of tangency in the same, thence;

- 13) South fifteen degrees twenty-nine minutes thirty-four seconds West (S 15° 29' 34" W), five and twenty-six hundredths feet (5.26'), still passing through a portion of Lot 1.04 Block 227, to an angle point in the same, thence;
- 14) South seventy-four degrees forty-nine minutes fifty-three seconds East (S 74° 49' 53" E), one hundred thirty and fifty-one hundredths feet (130.51'), still passing through a portion of Lot 1.04 Block 227, to an angle point in the same, thence;
- 15) South fifteen degrees seven minutes forty-eight seconds West (S 15° 07' 48" W), fifteen and zero hundredths feet (15.00'), still passing through a portion of Lot 1.04 Block 227 and beyond, along the newly created southeasterly line of Lot 1.03 Block 227, to a point in the same, said adjoining lot as shown on the aforesaid plat about to be filed, thence;
- 16) North seventy-four degrees forty-nine minutes fifty-three seconds West (N 74° 49' 53" W), one hundred thirty-eight and fifty-two hundredths feet (138.52'), passing through a portion of the aforesaid Lot 1.03 Block 227 and beyond, passing through a portion of Lot 1.02 Block 227, to a point of curvature in the same, (non-tangent), said adjoining lot as shown on the aforesaid plat about to be filed, thence;
- 17) Northwesterly, on a curve having a radius of thirty and zero hundredths feet (30.00'), and curving to the right an arc length of eighty-one and seventeen hundredths feet (81.17'), (central angle 155°01'32"), said curve having a chord bearing of North forty-four degrees twenty-three minutes fourteen seconds West (N 44° 23' 14" W), and a chord distance of fifty-eight and fifty-eight hundredths feet (58.58'), still passing through a portion of Lot 1.02 Block 227, to a point in the same, thence;
- 18) North thirty degrees twenty-eight minutes twenty-seven seconds West (N 30° 28' 27" W), one hundred two and sixty hundredths feet (102.60'), still passing through a portion of Lot 1.02 Block 227, to a point of curvature in the same, thence;
- 19) Northwesterly, on a curve having a radius of fifteen and zero hundredths feet (15.00'), and curving to the left an arc length of twenty-five and twenty-four hundredths feet (25.24'), (central angle 96°24'16"), still passing through a portion of the aforesaid Lot 1.02 Block 227, to a point of tangency in the same, thence;
- 20) South fifty-three degrees seven minutes seventeen seconds West (S 53° 07' 17" W), thirty and forty-two hundredths feet (30.42'), still passing through a portion of Lot 1.02 Block 227, to a point of curvature in the same, thence;

- 21) Southwesterly, on a curve having a radius of one hundred twelve and fifty hundredths feet (112.50'), and curving to the right an arc length of forty-one and seventy-nine hundredths feet (41.79'), (central angle 21°17'04"), still passing through a portion of the aforesaid Lot 1.02 Block 227, thence;
- 22) South seventy-four degrees twenty-four minutes twenty-one seconds West (S 74° 24' 21" W), one hundred fifty-one and sixty-eight hundredths feet (151.68'), still passing through a portion of the aforesaid Lot 1.02 Block 227, said adjoining Lot as shown on the afore said plat about to be filed, to a point in the newly created easterly terminus of Lake Avenue, thence;
- 23) North fifteen degrees thirty-three minutes twenty-two seconds West (N 15° 33' 22" W), twenty-five and zero hundredths feet (25.00'), along the aforesaid easterly terminus of Lake Avenue, to a point in the same, the Point and Place of **BEGINNING**.

CONTAINING 16,113.23 square feet of land or 0.37 acres of land more or less.

The foregoing description was prepared by the undersigned surveyor for the firm of Schoor DePalma and is based upon a certain map entitled "Final Plat Asbury Park Redevelopment Project, Block 144.04 Lot 1, Block 176 Lot 1.01, Block 207 Lot 1, Block 227 Lot 1, Block 230 Lot 1 and Block 231 Lot 1, City of Asbury Park, Monmouth County, New Jersey", prepared by Schoor DePalma, Manalapan, dated November 15, 2002, revised to August 20, 2003, said plat about to be filed in the Monmouth County Clerk's Office

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**DESCRIPTION OF PROPERTY
CITY OF ASBURY PARK
MONMOUTH COUNTY, NEW JERSEY**

**VARIABLE WIDTH ACCESS AND
UTILITY EASEMENT LOTS 1.01, 1.02
AND 1.03 BLOCK 227
PROJECT NO. 010004301
AUGUST 20, 2003**

All those certain lots, tracts or parcels of land situate, lying and being in the City of Asbury Park, in the County of Monmouth, and the State of New Jersey and being all of Proposed Variable Width Access and Utility Easement through a portion of Lots 1.01, 1.02 & 1.03 Block 227, said newly created lots as shown on a certain map entitled "Final Plat Asbury Park Redevelopment Project, Block 144.04 Lot 1, Block 176 Lot 1.01, Block 207 Lot 1, Block 227 Lot 1, Block 230 Lot 1 and Block 231 Lot 1, City of Asbury Park, Monmouth County, New Jersey", prepared by Schoor DePalma, Manalapan, dated November 15, 2002, revised to August 20, 2003, said plat about to be filed in the Monmouth County Clerk's Office, and being further described as follows, to wit;

BEGINNING at the point of intersection formed by the newly created easterly line of Lake Avenue, (Variable Width R.O.W.), said line as shown on the aforesaid plat about to be filed, with the newly created westerly line of Lot 1.02 Block 227, said adjoining lot as shown on the aforesaid plat about to be filed, and from said point running, thence;

- 1) North fifteen degrees thirty-three minutes twenty-two seconds West (N 15° 33' 22" W), fifteen and zero hundredths feet (15.00'), along the aforesaid newly created easterly terminus of Lake Avenue, to a point in the same, thence;
- 2) North seventy-four degrees twenty-six minutes thirty-eight seconds East (N 74° 26' 38" E), twenty-two and ninety-three hundredths feet (22.93'), passing through a portion of the aforesaid Lot 1.02 Block 227, to a point of curvature in the same, thence;
- 3) Southeasterly, on a curve having a radius of two hundred sixty-eight and zero hundredths feet (268.00'), and curving to the right an arc length of two hundred eighty and ninety-nine hundredths feet (280.99'), (central angle 60°04'22"), passing through a portion of the aforesaid Lot 1.02 Block 227 and beyond, passing through a portion of Lot 1.01 Block 227 and beyond, passing through a another portion of Lot 1.02 Block 227, to a point of tangency in the same, said adjoining lots as shown on the aforesaid plat about to be filed, thence;
- 4) South forty-five degrees twenty-nine minutes zero seconds East (S 45° 29' 00" E), forty and twenty-six hundredth feet (40.26'), still passing through a portion of Lot 1.02 Block 227, to a point in the newly created westerly line of Lot 1.03 Block 227, said adjoining lot as shown on the aforesaid plat about to be filed, thence;
- 5) South forty-one degrees forty-one minutes twenty-eight seconds East (S 41° 41' 28" E), ninety-one and thirty-two hundredths feet (91.32'), passing through a portion of Lot 1.03 Block 227, to an angle point in the same, thence;

- 6) South forty-one degrees thirty-one minutes zero seconds West (S 44° 31' 00" W), eight and ninety-six hundredths feet (8.96'), still passing through a portion of Lot 1.03 Block 227, to a point in the existing northeasterly line of Lot 1 Block 231, said adjoining lot as shown on the aforesaid plat about to be filed, thence;
- 7) North forty-five degrees twenty-nine minutes zero seconds West (N 45° 29' 00" W), one hundred thirty-one and thirty-eight hundredths feet (131.38'), along the aforesaid northerly line of Lot 1 Block 231, to a point of curvature in the same, thence;
- 8) Northwesterly, on curve having a radius of two hundred fifty-three and zero hundredths feet (253.00'), and curving to the left an arc length of two hundred sixty-five and twenty-six hundredths feet (265.26'), (central angle 60°04'22"), still along a northerly line of Lot 1 Block 231, to a point of tangency in the same, thence;
- 9) South seventy-four degrees twenty-six minutes thirty-eight seconds West (S 74° 26' 38" W), twenty-two and ninety-three hundredths feet (22.93'), still along a northeasterly line of Lot 1 Block 231, to a point in the aforesaid newly created easterly terminus of Lake Avenue, the Point and Place of **BEGINNING**.

CONTAINING 6,136.34 square feet of land or 0.14 acres of land more or less.

The foregoing description was prepared by the undersigned surveyor for the firm of Schoor DePalma and is based upon a certain map entitled "Final Plat Asbury Park Redevelopment Project, Block 144.04 Lot 1, Block 176 Lot 1.01, Block 207 Lot 1, Block 227 Lot 1, Block 230 Lot 1 and Block 231 Lot 1, City of Asbury Park, Monmouth County, New Jersey", prepared by Schoor DePalma, Manalapan, dated November 15, 2002, revised to August 20, 2003, said plat about to be filed in the Monmouth County Clerk's Office

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**DESCRIPTION OF PROPERTY
CITY OF ASBURY PARK
MONMOUTH COUNTY, NEW JERSEY**

**VARIABLE WIDTH BEACH ACCESS
ACCESS EASEMENT LOT 1.03
BLOCK 227**

**PROJECT NO. 010004301
AUGUST 20, 2003**

All that certain lot, tract or parcel of land situate, lying and being in the City of Asbury Park, in the County of Monmouth, and the State of New Jersey and being all of Proposed Variable Width Beach Access Easement through a portion of Lot 1.03 Block 227, said newly created lot as shown on a certain map entitled "Final Plat Asbury Park Redevelopment Project, Block 144.04 Lot 1, Block 176 Lot 1.01, Block 207 Lot 1, Block 227 Lot 1, Block 230 Lot 1 and Block 231 Lot 1, City of Asbury Park, Monmouth County, New Jersey", prepared by Schoor DePalma, Manalapan, dated November 15, 2002, revised to August 20, 2003, said plat about to be filed in the Monmouth County Clerk's Office, and being further described as follows, to wit;

BEGINNING at a point in the existing northeasterly line of Block 231 Lot 1, said lot as shown on the aforesaid plat about to be filed, said point being the following bearings and distances from the point of intersection formed by the southerly line of Lake Avenue, (Variable Width R.O.W.), with the newly created easterly terminus of same,

- A) North seventy-four degrees twenty-six minutes thirty-eight seconds East (N 74° 26' 38" E), twenty-two and ninety-three hundredths feet (22.93'), along the aforesaid northerly line of Lot 1 Block 231, to a point of curvature in the same, thence,
- B) Southeasterly, on a curve having a radius of two hundred fifty-three and zero hundredths feet (253.00'), and curving to the right an arc length of two hundred sixty-five and twenty-six hundredths feet (265.26'), (central angle 60°04'22"), along the aforesaid northerly line of Block 231 Lot 1, to a point in the same, thence;
- C) South forty-five degrees twenty-nine minutes zero seconds East (S 45° 29' 00" E), one hundred thirty-one and thirty-eight hundredths feet (131.38'), still along the northerly line of Lot 1 Block 231, to a point in the same, thence;

And from said point running, thence;

- 1) North forty-four degrees thirty-one minutes forty-two seconds East (N 44° 31' 42" E), eight and ninety-six hundredths feet (8.96'), passing through a portion of Lot 1.03 Block 227, to an angle pointing the same, thence;
- 2) South seventy-four degrees thirty-eight minutes twenty-four seconds East (S 74° 38' 24" E), five and fifty hundredths feet (5.50'), still passing through a portion of Lot 1.03 Block 227, to an angle point in the same, thence;

- 3) North fifteen degrees twenty-one minutes thirty-six seconds East (N 15° 21' 36" E), ten and twenty-six hundredths feet (10.26'), still passing through a portion of Lot 1.03 Block 227, to an angle point in the same, thence;
- 4) South seventy-four degrees twenty-five minutes twenty-seven seconds East (S 74° 25' 27" E), forty-nine and forty-one hundredths feet (49.41'), still passing through a portion of Lot 1.03 Block 227, to a point in the newly created westerly line of Lot 1.01 Block 230, said adjoining lots as shown on the aforesaid plat about to be filed, thence;
- 5) South fifteen degrees seven minutes forty-eight seconds West (S 15° 07' 48" W), ten and zero hundredths feet (10.00'), along the aforesaid newly created westerly line of Lot 1.01 Block 230, to a point in the same, thence;
- 6) North seventy-four degrees twenty-five minutes twenty-seven seconds West (N 74° 25' 27" W), thirty-one and forty-seven hundredths feet (31.47'), passing through a portion of Lot 1.03 Block 230, to an angle point in the same, thence;
- 7) South seventy-one degrees nineteen minutes twenty-three seconds West (S 71° 19' 23" W), sixteen and eighty-four hundredths feet (16.84'), still passing through a portion of Lot 1.03 Block 230, to a point in the aforesaid existing northerly line of Lot 1 Block 231, thence;
- 8) North sixty-eight degrees fifty minutes fifty-two seconds West (N 68° 50' 52" W), thirteen and ninety-seven hundredths feet (13.97'), still along the aforesaid northerly line of Lot 1 Block 231, to a point in the same, the Point and Place of **BEGINNING**.

CONTAINING 662.88 square feet of land or 0.02 acres of land more or less.

The foregoing description was prepared by the undersigned surveyor for the firm of Schoor DePalma and is based upon a certain map entitled "Final Plat Asbury Park Redevelopment Project, Block 144.04 Lot 1, Block 176 Lot 1.01, Block 207 Lot 1, Block 227 Lot 1, Block 230 Lot 1 and Block 231 Lot 1, City of Asbury Park, Monmouth County, New Jersey", prepared by Schoor DePalma, Manalapan, dated November 15, 2002, revised to August 20, 2003, said plat about to be filed in the Monmouth County Clerk's Office

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**DESCRIPTION OF PROPERTY
CITY OF ASBURY PARK
MONMOUTH COUNTY, NEW JERSEY**

**15' WIDE UTILITY AND
ACCESS EASEMENT LOT 1.23
BLOCK 227**

PROJECT NO. 010004301

JULY 11, 2003

REVISED AUGUST 20, 2003

All that certain lot, tract or parcel of land situate, lying and being in the City of Asbury Park, in the County of Monmouth, and the State of New Jersey and being all of a Proposed 15' Wide Utility and Access Easement through a portion of Lots 1.23 Block 227, said newly created lots as shown on a certain map entitled "Final Plat Asbury Park Redevelopment Project, Block 144.04 Lot 1, Block 176 Lot 1.01, Block 207 Lot 1, Block 227 Lot 1, Block 230 Lot 1 and Block 231 Lot 1, City of Asbury Park, Monmouth County, New Jersey", prepared by Schoor DePalma, Manalapan, dated November 15, 2002, revised to August 20, 2003, said plat about to be filed in the Monmouth County Clerk's Office, and being further described as follows, to wit;

BEGINNING at the point of intersection formed by the existing easterly line of Ocean Avenue, (75' R.O.W.), said line being distant 37.50' measured easterly from and parallel with the centerline thereof, with the newly created southerly line of Lot 1.23 Block 227, said lot as shown on the aforesaid plat about to be filed, and from said point running, thence;

- 1) North thirteen degrees twenty-seven minutes seven seconds East (N 13° 27' 07" E), fifteen and zero hundredths feet (15.00'), along the aforesaid easterly line of Ocean Avenue, to a point in the same, thence;
- 2) South seventy-six degrees thirty-two minutes fifty-three seconds East (S 76° 32' 53" E), ninety-six and seventy-eight hundredths feet (96.78'), passing through a portion of the aforesaid Lot 1.23 Block 227, to a point in the newly created westerly line of Lot 1.01 Block 230, said adjoining lots as shown on the aforesaid plat about to be filed, thence;
- 3) South thirteen degrees ten minutes thirty-four seconds (S 13° 10' 34" W), fifteen and zero hundredths feet (15.00'), along the aforesaid newly created westerly line of Lot 1.01 Block 230, to a point in the same, thence;
- 4) North seventy-six degrees thirty-two minutes fifty-three seconds West (N 76° 32' 53" W), ninety-six and eighty-five hundredths feet (96.85'), along the aforesaid southerly line of Lot 1.23 Block 227, to a point in the aforesaid easterly line of Ocean Avenue, the Point and Place of **BEGINNING**.

CONTAINING 1,452.26 square feet of land or 0.03 acres of land more or less.

The foregoing description was prepared by the undersigned surveyor for the firm of Schoor DePalma and is based upon a certain map entitled "Final Plat Asbury Park Redevelopment Project, Block 144.04 Lot 1, Block 176 Lot 1.01, Block 207 Lot 1, Block 227 Lot 1, Block 230 Lot 1 and Block 231 Lot 1, City of Asbury Park, Monmouth County, New Jersey", prepared by Schoor DePalma, Manalapan, dated November 15, 2002, revised to August 20, 2003, said plat about to be filed in the Monmouth County Clerk's Office

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Not Certified Copy

SANDRA MACE
A Notary Public Of New Jersey
My Commission Expires 2/7/2006



State of New Jersey

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

DEPARTMENT OF ENVIRONMENTAL PROTECTION

Office of Coastal and Land Use Planning
P.O. Box 420, 401 East State Street
Mail Code 401-07B
Trenton, New Jersey 08625-0420
Telephone: (609) 984-0058
Fax: (609) 633-0750

CATHERINE R. McCABE
Commissioner

JUL 25 2018

Jeffrey Cucinotta, PP, AICP
T&M Associates
11 Tindal Road
Middletown, New Jersey 07748

Re: Asbury Park Municipal Public Access Plan (MPAP)
Monmouth County
Program Interest No.: 1301-17-0001.1
Activity No.: MAP170001
Approval Letter

Dear Mr. Cucinotta:

The Department is pleased to inform you that the Asbury Park MPAP has met the criteria of the Coastal Zone Management rule at N.J.A.C. 7:7-16.9. Asbury Park may now incorporate the Department approved MPAP into the municipal Master Plan by way of resolution. Once the MPAP has been incorporated into the municipal Master Plan, please forward a copy of the resolution as well as a final copy of the Asbury Park MPAP to the Office of Coastal and Land Use Planning.

Please be aware that this approval will not be considered final until the MPAP has been adopted into the municipal Master Plan. Upon Department receipt of the resolution incorporating the approved MPAP into the municipal Master Plan, public access required to satisfy the conditions of a coastal permit for development shall be provided in accordance with the MPAP.

Please notifying the Department two week in advance of the dates and times of any scheduled public meetings on the approved MPAP so the Department can post the meeting information on the Department's Public Access website.

Please notify the Department within 90 days of any modification done to the MPAP that may impact the location or type of access.

Every five years after adoption of this MPAP into the municipal Master Plan, please provide the Department with an update on the status of all projects that have been undertaken in accordance with the MPAP.

The Department reserves the right to revoke its approval of this MPAP for good cause as outlined at N.J.A.C. 7:7-16.9(j).

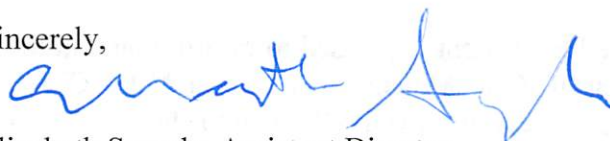
A copy of this letter must be enclosed with any future permit application(s) filed with the Department.

This approval is subject to the following limitations:

- (1) This determination does not eliminate the need for any permits, approvals, or certifications required by the Department or any Federal, State, County or municipal review agency with jurisdiction over this project/activity. Department approvals that may be required include, but are not limited to, sewer extension and water main extension approvals, a water allocation, approvals under the Freshwater Wetlands Protection Act Rules, (N.J.A.C. 7:7A) and approvals required under the Flood Hazard Area Control Act Rules, (N.J.A.C. 7:13).
- (2) The issuance of this determination shall not obligate the Department to issue any other approvals, permits or certifications required for this project/activity.

Please place the program interest number and the activity number found above at the top of all written correspondence submitted to the Office of Coastal and Land Use Planning. Should you have any questions about the process moving forward please contact Rebecca Hill at (609) 292-4612.

Sincerely,



Elizabeth Semple, Assistant Director
Office of Coastal and Land Use Planning

- c: Michael Capabianco, Asbury Park Administrator (via email)
Michele Alonso, AICP, PP, Director of Planning and Redevelopment, City of Asbury Park (via email)
Erika Naklicki, T&M Associates (via email)
Rebecca Hill, NJDEP, OCLUP



RESOLUTION NO. 2018-315

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

ENTERING IN AN AGREEMENT WITH THE ASBURY PARK HOUSING AUTHORITY FOR INCREASED PUBLIC SAFETY

WHEREAS, The Asbury Park Housing Authority (the Authority), recognizes that resident safety is a significant priority and that criminal activity which occurs within and around its sites threatens the safety of its residents; and

WHEREAS, the Authority has identified a need for additional uniformed police patrols, primarily at, but not limited to its senior sites; and

WHEREAS, the Authority has budgeted an amount not to exceed Sixteen-Thousand and Five Hundred Dollars (\$16,500.00) to be expended to reimburse the City of Asbury Park for additional police patrols to further public safety; and

WHEREAS, the City of Asbury Park Police Department will provide the Authority with a proposed schedule, written log of patrols performed, as well as any relevant incident reports for any criminal activity deterred, observed, and/or responded to; and

WHEREAS, the City and the Authority believes the added patrols will help to protect the health and safety of its residents; and

WHEREAS, the City Manager or his designee is authorized to execute a Memorandum of Understanding with the Asbury Housing Authority to further protect the health, safety and welfare of our community.

NOW, THEREFORE BE IT RESOLVED that the Mayor and Council of the City of Asbury Park, Monmouth County, New Jersey, hereby authorize the City Manager or his designee to execute an agreement with the Asbury Park Housing authority to further public safety in our community.

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

NO. 2018-315 which was finally adopted by the City Council at a meeting held on the 22nd day of August, 2018

CERTIFIED BY ME THIS 23rd DAY OF August, 2018.

CINDY A. DYE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2018-34**

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER XXVIII "HEALTH REGULATIONS BY ADDING SECTION 28-5 "INTENTIONAL RELEASE OF BALLOONS" OF THE "CODE OF THE CITY OF ASBURY PARK, NEW JERSEY."

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park (the "City"), in the County of Monmouth and State of New Jersey, that Chapter XX "Environmental Regulations" Section 20-4 "Intentional Release of Balloons" of the "Code of the City of Asbury Park, New Jersey is hereby amended and supplemented in order to add the following:

**CHAPTER XX
INTENTIONAL RELEASE OF BALLOONS**

28-4.1 Purpose.

It is hereby found and declared that it will be the public policy of City of Asbury Park to take action when feasible to reduce the effects of certain products utilized, placed, or released with the environment in order to protect the health and safety of the general public.

28-4.2 Release of balloons.

This section is adopted in order to protect the environment, particularly the wildlife, and the health, safety and well-being of persons and property by prohibiting the release of helium balloons into the atmosphere, including latex and mylar, as it has been determined that the release of balloons inflated with lighter-than-air gases pose a danger and nuisance to the environment, particularly to wildlife and marine animals so as to constitute a public nuisance and may pose a threat to the safety of its inhabitants and their property.

28-4.3 Prohibited releases.

It shall be unlawful for any person, firm or corporation to intentionally release, organize the release, or intentionally cause to be released balloons inflated with a gas that is lighter than air within the City of Asbury Park limits, except for:

1. Balloon released by a person on behalf of a governmental agency or pursuant to a governmental contract for scientific or meteorological purposes.
2. Hot air balloons that are recovered after launching.
3. Balloons released indoors.

28-4.4 Violations and penalties.

Any person found in violation is guilty of a non-criminal infraction punishable by a fine not to exceed the sum of \$500.

BE IT FURTHER ORDAINED that all other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

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

BE IT FURTHER ORDAINED that this Ordinance shall take effect upon final passage and publication in accordance with the law, following the required twenty (20) day period after adoption, as set forth in N.J.S.A. 40:69A-181(b).

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2018-34 which was finally adopted by the City Council at a meeting held on the 22nd day of August, 2018

CINDY A. DYE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2018-35**

**AN ORDINANCE AMENDING AND SUPPLEMENTING SECTION 26-4
“RETIREMENT BENEFITS” OF CHAPTER XXVI, “PERSONNEL POLICIES,” OF
THE “CODE OF THE CITY OF ASBURY PARK, NEW JERSEY.”**

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park (the “City”), in the County of Monmouth and State of New Jersey, that Section 26-4, entitled “Retirement Benefits”, of Chapter XXVI, “Personnel Policies,” of the “Code of the City of Asbury Park, New Jersey,” is hereby amended and supplemented in the following specific respects (additions are shown with underline; deletions are shown with ~~strikeout~~):

26-4 RETIREMENT BENEFITS.

~~Any permanent employee of the City who is a beneficiary of the retirement plan presently in effect for employees of the City of Asbury Park and who submits an application for retirement, shall be eligible for a lump sum payment as follows:~~

- ~~a. *Police Department.* Upon retirement, each permanent full-time employee shall receive one-half (1/2) of his accumulated sick time, limited to a maximum of one hundred thirty-five (135) days of full pay at the rate of pay existing on the date of the employee’s retirement.~~
- ~~b. *Fire Department.* Each permanent employee, after retirement, after having served the required number of years which make the employee eligible for retirement pay, shall receive one-half (1/2) of his accumulated sick leave time, subject to and conditioned upon, however, that the employee shall receive not more than one hundred eighty (180) days of full pay at the rate of pay in existence on the day of the employee’s retirement.~~
- ~~c. *All Other Employees.* Upon retirement, each permanent full-time employee shall receive one hundred (100%) percent of his accumulated sick leave time, subject to and conditioned upon, however, that the employee shall not receive more than two hundred twenty-five (225) days full pay at the rate of pay existing on the date of the employee’s retirement.~~

As per State statute, union contract or individual contract, as amended from time to time.

BE IT FURTHER ORDAINED that all other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

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

BE IT FURTHER ORDAINED that this Ordinance shall take effect upon final passage and publication in accordance with the law, following the required twenty (20) day period after adoption, as set forth in N.J.S.A. 40:69A-181(b).

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2018-35 which was finally adopted by the City Council at a meeting held on the 22nd day of August, 2018

CINDY A. DYE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2018-36**

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER III, ENTITLED
“POLICE REGULATIONS,” OF THE “REVISED GENERAL ORDINANCES OF THE
CITY OF ASBURY PARK, NEW JERSEY,” IN ORDER TO ESTABLISH A NEW
SECTION THEREOF TO BE KNOWN AS SECTION 3-10, ENTITLED “BEGGING
AND PANHANDLING.”**

WHEREAS, the Mayor and Council of the City of Asbury Park (the “City”) recognize a constitutional right to beg or solicit in a peaceful and nonthreatening manner; and

WHEREAS, the Mayor and Council find, however, that an increase in aggressive panhandling throughout the City has become extremely disturbing and disruptive to residents and businesses and has contributed not only to the loss of access to and enjoyment of public places, but also to an enhanced sense of fear, intimidation and disorder; and

WHEREAS, aggressive panhandling usually includes, among other things, approaching or following pedestrians in a menacing manner, requests for money accompanied by intimidation or threats, the use of abusive language, unwanted physical contact, or the intentional blocking of pedestrian and vehicular traffic; and

WHEREAS, the Mayor and Council find that the presence of individuals who solicit money from persons at or near banks or automated teller machines is especially troublesome, as is the act of begging from those who are sitting at a sidewalk café or waiting in line for some purpose; and

WHEREAS, motorists also occasionally find themselves confronted by persons who, without permission, wash their automobile windows at traffic intersections despite explicit indications by drivers not to do so, which activity often carries with it an implicit threat to both persons and property; and

WHEREAS, people driving or parking on City streets occasionally find themselves faced with panhandlers seeking money by offering to perform “services” such as opening car doors or locating parking spaces; and

WHEREAS, the restrictions contained herein are intended to be narrowly tailored to serve a substantial governmental interest, and are intended not to be overbroad or vague; and

WHEREAS, the restrictions set forth herein are not intended to limit any person(s) from exercising his/her/their constitutional right to solicit, picket, protest or engage in other constitutionally protected speech or activity but, rather, to protect residents and others from the

fear and intimidation accompanying certain kinds of solicitation that have become an unwelcome and overwhelming presence within the City; and

WHEREAS, the Mayor and Council now wish to make certain revisions to the City Code with respect to begging and panhandling within the City of Asbury Park, New Jersey.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Council of the City of Asbury Park (the “City”), in the County of Monmouth and State of New Jersey, that Chapter III, entitled “Police Regulations,” of the “Revised General Ordinances of the City of Asbury Park, New Jersey,” is hereby amended and supplemented in order to establish a new Section thereof, to be known as Section 3-10, as follows:

CHAPTER III

POLICE REGULATIONS

3-10 BEGGING AND PANHANDLING.

3-10.1 Definitions.

As used in this section:

Aggressive Manner shall mean:

- a. Approaching or speaking to a person, or following a person before, during or after soliciting, asking or begging, if that conduct is intended or is likely to cause a reasonable person to:
 1. Fear bodily harm to oneself or to another, damage to or loss of property or the commission of an offense under the New Jersey Criminal Code upon oneself or another;
 2. Otherwise be intimidated into giving money or other item of value; or
 3. Suffer unreasonable inconvenience, annoyance or alarm.
 - b. Intentionally touching or causing physical contact with another person or with an occupied vehicle, without that person’s consent, in the course of soliciting, asking or begging.
 - c. Intentionally blocking or interfering with the safe or free passage of a pedestrian or vehicle by any means, including unreasonably causing a pedestrian or vehicle operator to take evasive action to avoid physical contact.
 - d. Using violent or threatening gestures toward a person solicited.
- Ask* - see “Beg.”

Automated Teller Machine (“ATM”) shall mean a device linked to a financial institution’s account records which is able to carry out transactions including, but not limited to, account transfers, deposits, cash withdrawals, balance inquiries and mortgage and loan payments.

Automated Teller Machine Facility shall mean the area comprised of one or more automated teller machines and any adjacent space which is made available to banking customers after regular banking hours.

Bank or Check-Cashing Business shall mean any person or entity licensed by the State of New Jersey Department of Banking to engage in the business of cashing checks, drafts or money orders for consideration pursuant to the provisions of the New Jersey banking laws.

Beg shall mean using the spoken, written or printed word or bodily gestures, signs or other means with the purpose of obtaining an immediate donation of money or other item of value or soliciting the sale of goods or services.

Public Place shall mean a place to which the public or a substantial group of persons has access and includes, but is not limited to, any street, highway, parking lot, plaza, transportation facility, school, place of amusement, park, playground, any hallway, lobby and other portion of an apartment, house or hotel not constituting a room or apartment designed for actual residence. Public places shall also include door-to-door begging in an aggressive manner as defined herein.

Solicit - see “Beg.”

3-10.2 Prohibited Acts.

No person shall:

- a. Solicit, ask or beg in an aggressive manner in any public place.
- b. Solicit, ask or beg within ten (10) feet of any entrance or exit of any bank or check-cashing business during its business hours or within ten (10) feet of any ATM during the time it is available for customers’ use; provided, however, that when an ATM is located within an automated teller machine facility, such distance shall be measured from the entrance or exit of the automated teller machine facility; provided, further, that no person shall solicit, ask or beg within an automated teller machine facility where a reasonable person would or should know that (s)he does not have the permission to do so from the owner or other person lawfully in possession of such facility. Nothing in this subsection shall be construed to prohibit the lawful vending and services within such areas.
- c. Approach an operator or other occupant of a motor vehicle when such vehicle is located on any street, for the purpose of either performing or offering to

perform a service in connection with such vehicle or otherwise soliciting the sale of goods or services, if such approaching, performing, offering or soliciting is done in an aggressive manner as defined in § 3-10.1; provided, however, that this subsection shall not apply to services rendered in connection with the lawful towing of such vehicle or in connection with emergency repairs requested by the operator or other occupant of such vehicle.

- d. Solicit, ask or beg from an individual(s) who is/are sitting at a sidewalk café located on Bangs Avenue, Cookman Avenue, Lake Avenue, Main Street, the Asbury Park boardwalk, or any other location(s) within the City where a sidewalk café permit has been issued.
- e. Solicit, ask or beg from an individual(s) who is/are waiting in line for an entertainment-oriented purpose at one of the commercial venues within the City, or at a restaurant or other type of eating or drinking establishment within the City.

3-10.3 Exemptions.

The provisions of this article shall not apply to any unenclosed ATM located within any building, structure or space whose primary purpose or function is unrelated to banking activities including, but not limited to, supermarkets, airports and school buildings, provided that such ATM shall be available for use only during the regular hours of operation of the buildings, structure or space in which such machine is located.

3-10.4 Violations and Penalties.

Any violation of the provisions of this article shall constitute a violation punishable as provided in Chapter 1, § 1-5, entitled “General Penalty,” of the “Revised General Ordinances of the City of Asbury Park, New Jersey.”

BE IT FURTHER ORDAINED, that all other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

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

BE IT FURTHER ORDAINED, that this Ordinance shall take effect upon final passage and publication in accordance with the law, following the required twenty (20) day period after adoption, as set forth in N.J.S.A. 40:69A-181(b).

WHEREAS, the Mayor and Council of the City of Asbury Park (the “City”) recognize a constitutional right to beg or solicit in a peaceful and nonthreatening manner; and

WHEREAS, the Mayor and Council find, however, that an increase in aggressive panhandling throughout the City has become extremely disturbing and disruptive to residents and businesses and has contributed not only to the loss of access to and enjoyment of public places, but also to an enhanced sense of fear, intimidation and disorder; and

WHEREAS, aggressive panhandling usually includes, among other things, approaching or following pedestrians in a menacing manner, requests for money accompanied by intimidation or threats, the use of abusive language, unwanted physical contact, or the intentional blocking of pedestrian and vehicular traffic; and

WHEREAS, the Mayor and Council find that the presence of individuals who solicit money from persons at or near banks or automated teller machines is especially troublesome, as is the act of begging from those who are sitting at a sidewalk café or waiting in line for some purpose; and

WHEREAS, motorists also occasionally find themselves confronted by persons who, without permission, wash their automobile windows at traffic intersections despite explicit indications by drivers not to do so, which activity often carries with it an implicit threat to both persons and property; and

WHEREAS, people driving or parking on City streets occasionally find themselves faced with panhandlers seeking money by offering to perform “services” such as opening car doors or locating parking spaces; and

WHEREAS, the restrictions contained herein are intended to be narrowly tailored to serve a substantial governmental interest, and are intended not to be overbroad or vague; and

WHEREAS, the restrictions set forth herein are not intended to limit any person(s) from exercising his/her/their constitutional right to solicit, picket, protest or engage in other constitutionally protected speech or activity but, rather, to protect residents and others from the fear and intimidation accompanying certain kinds of solicitation that have become an unwelcome and overwhelming presence within the City; and

WHEREAS, the Mayor and Council now wish to make certain revisions to the City Code with respect to begging and panhandling within the City of Asbury Park, New Jersey.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Council of the City of Asbury Park (the “City”), in the County of Monmouth and State of New Jersey, that Chapter III, entitled “Police Regulations,” of the “Revised General Ordinances of the City of Asbury Park, New Jersey,” is hereby amended and supplemented in order to establish a new Section thereof, to be known as Section 3-10, as follows:

CHAPTER III

POLICE REGULATIONS

3-10 BEGGING AND PANHANDLING.

3-10.1 Definitions.

As used in this section:

Aggressive Manner shall mean:

- e. Approaching or speaking to a person, or following a person before, during or after soliciting, asking or begging, if that conduct is intended or is likely to cause a reasonable person to:
 - 4. Fear bodily harm to oneself or to another, damage to or loss of property or the commission of an offense under the New Jersey Criminal Code upon oneself or another;
 - 5. Otherwise be intimidated into giving money or other item of value; or
 - 6. Suffer unreasonable inconvenience, annoyance or alarm.
- f. Intentionally touching or causing physical contact with another person or with an occupied vehicle, without that person's consent, in the course of soliciting, asking or begging.
- g. Intentionally blocking or interfering with the safe or free passage of a pedestrian or vehicle by any means, including unreasonably causing a pedestrian or vehicle operator to take evasive action to avoid physical contact.
- h. Using violent or threatening gestures toward a person solicited.

Ask - see "Beg."

Automated Teller Machine ("ATM") shall mean a device linked to a financial institution's account records which is able to carry out transactions including, but not limited to, account transfers, deposits, cash withdrawals, balance inquiries and mortgage and loan payments.

Automated Teller Machine Facility shall mean the area comprised of one or more automated teller machines and any adjacent space which is made available to banking customers after regular banking hours.

Bank or Check-Cashing Business shall mean any person or entity licensed by the State of New Jersey Department of Banking to engage in the business of cashing checks, drafts or money orders for consideration pursuant to the provisions of the New Jersey banking laws.

Beg shall mean using the spoken, written or printed word or bodily gestures, signs or other means with the purpose of obtaining an immediate donation of money or other item of value or soliciting the sale of goods or services.

Public Place shall mean a place to which the public or a substantial group of persons has access and includes, but is not limited to, any street, highway, parking lot, plaza, transportation facility, school, place of amusement, park, playground, any hallway, lobby and other portion of an apartment, house or hotel not constituting a room or apartment designed for actual residence. Public places shall also include door-to-door begging in an aggressive manner as defined herein.

Solicit - see “Beg.”

3-10.2 Prohibited Acts.

No person shall:

- f. Solicit, ask or beg in an aggressive manner in any public place.
- g. Solicit, ask or beg within ten (10) feet of any entrance or exit of any bank or check-cashing business during its business hours or within ten (10) feet of any ATM during the time it is available for customers' use; provided, however, that when an ATM is located within an automated teller machine facility, such distance shall be measured from the entrance or exit of the automated teller machine facility; provided, further, that no person shall solicit, ask or beg within an automated teller machine facility where a reasonable person would or should know that (s)he does not have the permission to do so from the owner or other person lawfully in possession of such facility. Nothing in this subsection shall be construed to prohibit the lawful vending and services within such areas.
- h. Approach an operator or other occupant of a motor vehicle when such vehicle is located on any street, for the purpose of either performing or offering to perform a service in connection with such vehicle or otherwise soliciting the sale of goods or services, if such approaching, performing, offering or soliciting is done in an aggressive manner as defined in § 3-10.1; provided, however, that this subsection shall not apply to services rendered in connection with the lawful towing of such vehicle or in connection with emergency repairs requested by the operator or other occupant of such vehicle.
- i. Solicit, ask or beg from an individual(s) who is/are sitting at a sidewalk café located on Bangs Avenue, Cookman Avenue, Lake Avenue, Main Street, the Asbury Park boardwalk, or any other location(s) within the City where a sidewalk café permit has been issued.

- j. Solicit, ask or beg from an individual(s) who is/are waiting in line for an entertainment-oriented purpose at one of the commercial venues within the City, or at a restaurant or other type of eating or drinking establishment within the City.

3-10.3 Exemptions.

The provisions of this article shall not apply to any unenclosed ATM located within any building, structure or space whose primary purpose or function is unrelated to banking activities including, but not limited to, supermarkets, airports and school buildings, provided that such ATM shall be available for use only during the regular hours of operation of the buildings, structure or space in which such machine is located.

3-10.4 Violations and Penalties.

Any violation of the provisions of this article shall constitute a violation punishable as provided in Chapter 1, § 1-5, entitled “General Penalty,” of the “Revised General Ordinances of the City of Asbury Park, New Jersey.”

BE IT FURTHER ORDAINED, that all other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

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

BE IT FURTHER ORDAINED, that this Ordinance shall take effect upon final passage and publication in accordance with the law, following the required twenty (20) day period after adoption, as set forth in N.J.S.A. 40:69A-181(b).

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2018-36 which was finally adopted by the City Council at a meeting held on the 22nd day of August, 2018

CINDY A. DYE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2018-37**

AN ORDINANCE AMENDING SECTION 3-35, ENTITLED "SLEEPING IN PUBLIC PLACES," OF CHAPTER III, "POLICE REGULATIONS," OF THE "REVISED GENERAL ORDINANCES OF THE CITY OF ASBURY PARK, NEW JERSEY"

WHEREAS, the Mayor and Council of the City of Asbury Park (the "City") wish to make certain revisions to the City Code.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth and State of New Jersey, that Section 3-35, entitled "Sleeping in Public Places," of Chapter III, "Police Regulations," of the "Revised General Ordinances of the City of Asbury Park, New Jersey," is hereby amended in the following respects (deletions are shown with ~~strikeout~~):

CHAPTER III

POLICE REGULATIONS

3-35 SLEEPING IN PUBLIC PLACES.

~~3-35.1~~ Definitions.

~~As used in this section:~~

~~Loiter shall encompass, but shall not necessarily be limited to, one or more of the following acts:~~

- ~~a. Obstruction of the free unhampered passage of pedestrians or vehicles.~~
- ~~b. Obstructing, molesting or interfering with any person lawfully upon any street, park, beach, boardwalk or other public place.~~
- ~~c. Remain idle in essentially one location without being able to establish having a legitimate business or purpose in so remaining idle or, by conduct, exhibiting the absence of a lawful purpose in so remaining idle.~~
- ~~d. Conduct involving the concept of standing idly by, loafing, walking about aimlessly without purpose and including the colloquial expression of "hanging around."~~
- ~~e. Refusing to move on when so requested by a peace officer, provided that the peace officer has exercised his/her discretion reasonably under the circumstances in order to preserve or promote public peace and order.~~

~~Open public place shall be deemed to include the quasi-public area in front of or adjacent to any store, shop, restaurant, luncheonette or other place of business and shall also include any parking lots or other vacant buildings or properties.~~

~~3-35.2~~ **3-35.1 Sleeping in Public Places Prohibited.**

~~a. No person shall loiter, lounge or sleep in or upon any public street, highway, park, boardwalk, beach, pavilion or other public place, or in any public building, or obstruct access to any public building or any part thereof or obstruct passage through or upon any public street, park, beach, boardwalk or public place.~~

~~b. a.~~ It shall be unlawful for any person to sleep upon any beach, in any public park or other public place between the hours of 12:00 midnight and 8:00 a.m., local time prevailing, unless appropriate approval has been obtained from the City in advance.

~~c. b.~~ No person shall at any time use any automobile, truck or other motor vehicle, or any vehicle of any description, while the same is parked on any of the public streets, ways, alleys or in any public or quasi-public place, driveway, lot or premises, for sleeping or living purposes.

~~d. c.~~ It shall be unlawful for any person to set up tents, shacks, or any other temporary shelter for the purpose of overnight camping, nor shall any person leave in any park or in any beach, public street, way, alley or in any public or quasi-public place, driveway, lot or premises, any moveable structure or special vehicle to be used or that could be used for such purpose, such as house trailer, camp trailer, camp wagon, or the like except in those areas designated for those purposes, unless appropriate approval has been obtained from the City in advance.

~~3-35.3~~ **3-35.2 Violations and Penalties.**

Any person who is convicted of a violation of this section shall, upon conviction, be liable to the penalties set forth in Chapter I, Section 1-5.

BE IT FURTHER ORDAINED, that all other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

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

BE IT FURTHER ORDAINED, that this Ordinance shall take effect upon final passage and publication in accordance with the law, following the required twenty (20) day period after adoption, as set forth in N.J.S.A. 40:69A-181(b).

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO.

2018-37 which was finally adopted by the City Council at a meeting held on the 22nd day of August, 2018

CINDY A. DYE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2018-38**

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

WHEREAS, the City of Asbury Park (the “City”) has previously established certain traffic regulations concerning prohibited parking 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 Transportation Manager on a continuous basis; and

WHEREAS, the proposed new regulations are set forth in Exhibit A attached; 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 parking 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 and supplemented as attached as Exhibit A.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2018-38 which was finally adopted by the City Council at a meeting held on the 22nd day of August, 2018

CINDY A. DYE
CITY CLERK

EXHIBIT A

Deletions are denoted as strikethrough and additions are underlined.

7-13 PARKING PROHIBITED AT ALL TIMES ON CERTAIN STREETS.

No person shall park a vehicle at any time upon any streets or parts thereof described, except where other parking regulations have been provided for. (2000 Code § 7-13; Ord. No. 2121 § 1; Ord. No. 2185 § 1; Ord. No. 2320 § 1; Ord. No. 2368; Ord. No. 2449 § 1; Ord. No. 2460 § 1; Ord. No. 2476 § 1; Ord. No. 2517; Ord. No. 2665; Ord. No. 2015-28)

<i>Name of Street</i>	<i>Sides</i>	<i>Location</i>
Monroe Avenue	<u>f. North</u>	<u>Beginning at the northwestern corner of the intersection of Monroe Avenue and Prospect Avenue, continuing westerly 125 feet along the north (westbound) curbline</u>

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**Asbury Park, New Jersey
ORDINANCE NO. 2018-39**

**AN ORDINANCE AMENDING AND SUPPLEMENTING VARIOUS ARTICLES AND
SECTIONS OF CODE OF THE CITY OF ASBURY PARK**

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 the following chapter and/or sections “of the “Code of the City of Asbury Park, New Jersey is hereby created or amended:

**CHAPTER II
“DEPARTMENT OF PLANNING AND REDEVELOPMENT”**

Section 2-17.2(a) Appointment

(a) *Appointment.* The Director of Planning and Redevelopment shall be appointed by the City Manager. The Director of Planning and Redevelopment shall also hold the title and/ or duties as found in Chapter III Land Development as: Administrative officer; Development Coordinator.

(d) The Director of Planning and Redevelopment shall also be known as the City Planner

Section 2-17.2(b) Qualifications

(3) The Director shall possess Certification from the American Institute of Certified Planners (AICP).2-17.3 Functions of the Department

(i)_. Such other related responsibilities as may be assigned by the City Manager ~~and/or the Mayor and Council~~, which are necessary for the conduct of City business.

(f) Receipt, completeness review, processing of all development or redevelopment applications and subsequently forwarding the applications to the applicable board secretaries, Federal, State or County or municipal office or other offices as required, for development within the City.

k. In the prolonged absence of the Director of Planning and Redevelopment, the respective Zoning Board and Planning Board Planner shall serve as the Administrative Officer and Development Coordinator or designee of the City Manager. If that individual or firm is not available, then the respective Board Secretary shall serve as the Administrative Officer and Development Coordinator or designee of the City Manager.

**CHAPTER III
“LAND DEVELOPMENT”**

30-7 CERTIFICATE OF RESOLUTION COMPLIANCE

30-7.1 Requirement; Zoning Officer to Issue.

No building or structure may be erected or altered nor may any building or structure or parcel of land become occupied, or the use therein changed until a Zoning Permit or Certificate of Resolution Compliance ~~Certificate of Compliance~~ is obtained from the Zoning Officer. (2000 Code § 30-7.1)

30-7.2 Necessary for Construction Permit.

Application for a Zoning Permit or Certificate of Resolution Compliance ~~Certificate of Compliance~~ must be made at the time of application for a construction permit or a mercantile license. (2000 Code § 30-7.2)

30-7.3 Necessary Prior to New Occupancy or New Use.

Should a construction permit or mercantile license not be required, the ~~Certificate of Compliance~~ Zoning Permit or Certificate of Resolution. Compliance must be obtained prior to the new occupancy or new use of a building or property. (2000 Code § 30-7.3)

30-7.4 Fee for Certificate of Resolution Compliance, Time of Payment; Compliance Required Before Issuance.

A fee of twenty (\$20.00) dollars will be charged for each Certificate of Resolution Compliance ~~Certificate of Compliance~~. Such fee will be payable at the time of application. The Certificate will be issued only after an inspection is made by the Director of Planning and Redevelopment or their designee to confirm compliance with this chapter. (2000 Code § 30-7.4) This Certificate shall not be provided until all known outstanding municipal or Board invoices related to the project are paid.

30-15 Definitions

Administrative Officer shall mean the Director of Planning and Redevelopment as defined in Chapter 2. ~~City Planner/Zoning Inspector for the Planning Board, and the City Planner/Zoning Inspector or Zoning Officer for the Zoning Board of Adjustment.~~

Board Engineer - shall be the engineer duly appointed and of record by the respective Board.

Sexually Oriented Business - As defined by N.J.S. 2C-34-7 et. seq. and the requirements established there within.

30-23 PROVISIONS APPLICABLE TO BOTH THE PLANNING BOARD AND ZONING BOARD OF ADJUSTMENT.

30-23.8 Meeting Attendance of Applicants

If an application is scheduled to be heard, the applicant shall notify the Board Secretary a minimum of two (2) business days before the scheduled hearing date if said applicant desires to postpone the hearing in writing. In addition, the applicant, at the discretion of

the Chair, is required to have a representative appear before the Board to state, for the official record, why the postponement is requested. The Board may, at its discretion, grant the postponement or deny the application without prejudice. The Board may, at its discretion, require re-notification of the application if a postponement is granted.

30-29.2 Notice Requirements for Hearings.

- a. *Public Notice.* Public notice of a hearing shall be given in the following cases:

4. At any other time the Board shall require notice as part of an application, hearing or other act the Board deems fit for the application to re-notice in the interest of the public.

30-39.1 Development Coordinator.

The Development Coordinator shall be the City Planner ~~Planner unless another person is appointed by the Governing Body.~~ The Development Coordinator shall officially receive all Applications for Development, determine if they are complete, and, if not, notify the applicant of deficiencies. The Development Coordinator, in consultation with the Zoning Officer, shall determine which local Board, official or agency has jurisdiction over the application and the Development Coordinator shall forward copies to Federal, State and local agencies required or requested to review the application. (2000 Code § 30-39.1)

30-39.4 ~~City~~ The Planning and Zoning Board Engineer(s) (Board Engineer).

The Board Engineer, as defined in this Chapter, shall be responsible for the following provisions of this chapter:

- a. Review all engineering plans accompanying Applications for Development referred by the Boards, Development Review Committee or Development Coordinator.
- b. Inspection, when requested by either Board, of improvements constructed or installed as part of any Application for Development other than those which are the responsibility of the Construction Official.
- c. Certification, when necessary, before acceptance, that all such improvements meet applicable City Codes and ordinances.

30-45.3 Certificate of ~~Zoning~~ Resolution Compliance.

- a. When application is made for a ~~Zoning Permit~~ Resolution Compliance that requires the issuance of permits under the Uniform Construction Code (N.J.A.C. 5:23 et seq.) for the construction of a new building or an addition to the ground level footprint of an existing building, an application for a ~~Certificate of Zoning Compliance~~ Resolution Compliance shall also be made upon payment of a fee of twenty (\$20.00) dollars, which shall cover the cost of a final inspection by the Zoning Officer. The Zoning Officer shall inspect for the satisfactory completion of landscaping, driveway pavement, sidewalk and curb repair/replacement and street tree plantings, as well as for compliance with the ~~Zoning Permit~~ Resolution of the Planning or Zoning Board. A copy of the approved Compliance ~~Certificate of Zoning Compliance~~ Resolution Compliance shall be transmitted to the Construction Official by the Director of Planning and

Redevelopment or their designee.

b. No land or new construction shall be occupied or used in whole or in part for any purpose whatsoever until a ~~Certificate of Zoning Compliance~~ Resolution Compliance and/or Zoning Permit shall have been issued by the Zoning Enforcement Officer stating that the use of the land or building complies with the provisions of this chapter.

c. No Certificate of Resolution Compliance for any land or structure shall be granted until all required improvements or conditions of approval have been met, installed or completed. A temporary Certificate of Resolution Compliance may be issued but only for a specific period, upon such conditions as the Development Coordinator may impose, such as bonding, to ensure the completion or installation of any such improvements unfinished because of weather or unforeseen delay. The installation of any required public or private improvements may also be delayed if the Board Engineer warrants in writing to the Development Coordinator that the delay is in the best interest of the City.

30-47.1 General.

a. If the Development Coordinator determines that the application requires action by the Board of Adjustment, it shall be forwarded to the Board of Adjustment Secretary and the applicant shall be responsible for providing notice as set forth in subsection 30-29.2. The ~~Board of Adjustment~~ Development Coordinator shall refer the application to those agencies required to review the application and any other agency which ~~it feels~~ may assist them in its deliberations.

30-49 PERFORMANCE AND MAINTENANCE GUARANTEES.

30-49.1 General.

As per P.L. 2017 Chapter 312, Senate, Number 3233 which amends Section 41 of p.L. 1975, c. 291 (C. 40:55D-53) the City hereby adopts the following regulations.

Guarantees required; surety; release. a. Before filing of final subdivision plats or recording of minor subdivision deeds or as a condition of final site plan approval or as a condition to the issuance of a zoning permit pursuant to subsection d. of section 52 of P.L.1975, c.291 (C.40:55D-65), the municipality may require and shall accept in accordance with the standards adopted by ordinance and regulations adopted pursuant to section 1 of P.L.1999, c.68 (C.40:55D-53a) for the purpose of assuring the installation and maintenance of certain on-tract improvements, the furnishing of a performance guarantee, and provision for a maintenance guarantee in accordance with paragraphs (1) and (2) of this subsection. If a municipality has adopted an ordinance requiring a successor developer to furnish a replacement performance guarantee, as a condition to the approval of a permit update under the State Uniform Construction Code, for the purpose of updating the name and address of the owner of property on a construction permit, the governing body may require and shall accept in accordance with the standards adopted by ordinance and regulations adopted pursuant to section 1 of P.L.1999, c.68 (C.40:55D-53a) for the purpose of assuring the installation and maintenance of certain on-tract improvements, the furnishing of a performance guarantee, and provision for a maintenance guarantee, in accordance with paragraphs (1) and (2) of this subsection.

(1) (a) As required this Ordinance , the developer shall furnish a performance guarantee in

favor of the municipality in an amount not to exceed 120% of the cost of installation of only those improvements required by an approval or developer's agreement, ordinance, or regulation to be dedicated to a public entity, and that have not yet been installed, which cost shall be determined by the Board Engineer, as defined by this chapter, according to the method of calculation set forth in section 15 of P.L.1991, c.256 (C.40:55D-53.4), for the following improvements as shown on the approved plans or plat: streets, pavement, gutters, curbs, sidewalks, street lighting, street trees, surveyor's monuments, as shown on the final map and required by "the map filing law," P.L.1960, c.141 (C.46:23-9.9 et seq.; repealed by section 2 of P.L.2011, c.217) or N.J.S.46:26B-1 through N.J.S.46:26B-8, water mains, sanitary sewers, community septic systems, drainage structures, public improvements of open space, and any grading necessitated by the preceding improvements.

The Board Engineer, as defined by this chapter, shall prepare an itemized cost estimate of the improvements covered by the performance guarantee, which itemized cost estimate shall be appended to each performance guarantee posted by the obligor.

(b) A municipality may also require a performance guarantee to include, within an approved phase or section of a development privately-owned perimeter buffer landscaping, as required by local ordinance or imposed as a condition of approval.

At the developer's option, a separate performance guarantee may be posted for the privately-owned perimeter buffer landscaping.

(c) In the event that the developer shall seek a temporary certificate of occupancy for a development, unit, lot, building, or phase of development, as a condition of the issuance thereof, the developer shall, if required by an ordinance adopted by the municipality, furnish a separate guarantee, referred to herein as a "temporary certificate of occupancy guarantee," in favor of the municipality in an amount equal to 120% of the cost of installation of only those improvements or items which remain to be completed or installed under the terms of the temporary certificate of occupancy and which are required to be installed or completed as a condition precedent to the issuance of the permanent certificate of occupancy for the development, unit, lot, building or phase of development and which are not covered by an existing performance guarantee. Upon posting of a "temporary certificate of occupancy guarantee," all sums remaining under a performance guarantee, required pursuant to subparagraph (a) of this paragraph, which relate to the development, unit, lot, building, or phase of development for which the temporary certificate of occupancy is sought, shall be released. The scope and amount of the "temporary certificate of occupancy guarantee" shall be determined by the zoning officer, city engineer, as defined by this Chapter, or other municipal official designated by ordinance. At no time may a municipality hold more than one guarantee or bond of any type with respect to the same line item. The temporary certificate of occupancy guarantee shall be released by the zoning officer, Board Engineer, as defined by this Chapter, or other municipal official designated by ordinance upon the issuance of a permanent certificate of occupancy with regard to the development, unit, lot, building, or phase as to which the temporary certificate of occupancy relates.

(d) A developer shall, furnish to the municipality a "safety and stabilization guarantee," in favor of the municipality. At the developer's option, a "safety and stabilization guarantee" may be furnished either as a separate guarantee or as a line item of the performance guarantee. A "safety and stabilization guarantee" shall be available to the municipality solely for the purpose of returning property that has been disturbed to a safe and stable condition or otherwise implementing measures to protect the public from access to an unsafe or unstable condition, only

in the circumstance that:

(i) site disturbance has commenced and, thereafter, all work on the development has ceased for a period of at least 60 consecutive days following such commencement for reasons other than force majeure, and

(ii) work has not recommenced within 30 days following the provision of written notice by the municipality to the developer of the municipality's intent to claim payment under the guarantee. A municipality shall not provide notice of its intent to claim payment under a "safety and stabilization guarantee until a period of at least 60 days has elapsed during which all work on the development has ceased for reasons other than force majeure. A municipality shall provide written notice to a developer by certified mail or other form of delivery providing evidence of receipt.

The amount of a "safety and stabilization guarantee for a development with bonded improvements in an amount not exceeding \$100,000 shall be \$5,000.

The amount of a "safety and stabilization guarantee for a development with bonded improvements exceeding \$100,000 shall be calculated as a percentage of the bonded improvement costs of the development or phase of development as follows:

\$5,000 for the first \$100,000 of bonded improvement costs, plus

two and a half percent of bonded improvement costs in excess of \$100,000 up to \$1,000,000, plus

one percent of bonded improvement costs in excess of \$1,000,000.

A municipality shall release a separate "safety and stabilization guarantee" to a developer upon the developer's furnishing of a performance guarantee which includes a line item for safety and stabilization in the amount required under this paragraph.

A municipality shall release a "safety and stabilization guarantee" upon the Board Engineer's, as defined by this chapter, determination that the development of the project site has reached a point that the improvements installed are adequate to avoid any potential threat to public safety.³

(2) (a) As required by this ordinance, the developer shall post with the municipality, prior to the release of a performance guarantee required pursuant to subparagraph (a), subparagraph (b), or both subparagraph (a) and subparagraph (b) of paragraph (1) of this subsection, a maintenance guarantee in an amount not to exceed 15% of the cost of the installation of the improvements which are being released.

(b) If required, the developer shall post with the municipality, upon the inspection and issuance of final approval of the following private site improvements by the municipal engineer, a maintenance guarantee in an amount not to exceed 15% of the cost of the installation of the following private site improvements: stormwater management basins, in-flow and water quality structures within the basins, and the out-flow pipes and structures of the stormwater management system, if any, which cost shall be determined according to the method of calculation set forth in section 15 of P.L.1991, c.256 (C.40:55D-53.4).

(c) The term of the maintenance guarantee shall be for a period not to exceed two years and shall automatically expire at the end of the established term.

(3) In the event that other governmental agencies or public utilities automatically will own the utilities to be installed or the improvements are covered by a performance or maintenance

guarantee to another governmental agency, no performance or maintenance guarantee, as the case may be, shall be required by the municipality for such utilities or improvements.

b. The time allowed for installation of the bonded improvements for which the performance guarantee has been provided may be extended by the governing body by resolution. As a condition or as part of any such extension, the amount of any performance guarantee shall be increased or reduced, as the case may be, to an amount not to exceed 120% of the cost of the installation, which cost shall be determined by the municipal engineer according to the method of calculation set forth in section 15 of P.L.1991, c.256 (C.40:55D-53.4) as of the time of the passage of the resolution.

c. If the required bonded improvements are not completed or corrected in accordance with the performance guarantee, the obligor and surety, if any, shall be liable thereon to the municipality for the reasonable cost of the improvements not completed or corrected and the municipality may either prior to or after the receipt of the proceeds thereof complete such improvements. Such completion or correction of improvements shall be subject to the public bidding requirements of the "Local Public Contracts Law," P.L.1971, c.198 (C.40A:11-1 et seq.).

d. (1) Upon substantial completion of all required street improvements (except for the top course) and appurtenant utility improvements, and the connection of same to the public system, the obligor may request of the governing body in writing, by certified mail addressed in care of the municipal clerk, that the municipal engineer prepare, in accordance with the itemized cost estimate prepared by the municipal engineer and appended to the performance guarantee pursuant to subsection a. of this section, a list of all uncompleted or unsatisfactory completed bonded improvements. If such a request is made, the obligor shall send a copy of the request to the municipal engineer. The request shall indicate which bonded improvements have been completed and which bonded improvements remain uncompleted in the judgment of the obligor. Thereupon the municipal engineer shall inspect all bonded improvements covered by obligor's request and shall file a detailed list and report, in writing, with the governing body, and shall simultaneously send a copy thereof to the obligor not later than 45 days after receipt of the obligor's request.

(2) The list prepared by the municipal engineer shall state, in detail, with respect to each bonded improvement determined to be incomplete or unsatisfactory, the nature and extent of the incompleteness of each incomplete improvement or the nature and extent of, and remedy for, the unsatisfactory state of each completed bonded improvement determined to be unsatisfactory. The report prepared by the municipal engineer shall identify each bonded improvement determined to be complete and satisfactory together with a recommendation as to the amount of reduction to be made in the performance guarantee relating to the completed and satisfactory bonded improvement, in accordance with the itemized cost estimate prepared by the municipal engineer and appended to the performance guarantee pursuant to subsection a. of this section.

e. (1) The governing body, by resolution, shall either approve the bonded improvements determined to be complete and satisfactory by the municipal engineer, or reject any or all of these bonded improvements upon the establishment in the resolution of cause for rejection, and shall approve and authorize the amount of reduction to be made in the performance guarantee relating to the improvements accepted, in accordance with the itemized cost estimate prepared by the municipal engineer and appended to the performance guarantee pursuant to subsection a. of this section. This resolution shall be adopted not later than 45 days after receipt of the list and report prepared by the municipal engineer. Upon adoption of the resolution by the governing

body, the obligor shall be released from all liability pursuant to its performance guarantee with respect to those approved bonded improvements, except for that portion adequately sufficient to secure completion or correction of the improvements not yet approved; provided that 30% of the amount of the total performance guarantee and “safety and stabilization guarantee posted may be retained to ensure completion and acceptability of all improvements. The safety and stabilization guarantee shall be reduced by the same percentage as the performance guarantee is being reduced at the time of each performance guarantee reduction.

For the purpose of releasing the obligor from liability pursuant to its performance guarantee the amount of the performance guarantee attributable to each approved bonded improvement shall be reduced by the total amount for each such improvement, in accordance with the itemized cost estimate prepared by the municipal engineer and appended to the performance guarantee pursuant to subsection a. of this section, including any contingency factor applied to the cost of installation. If the sum of the approved bonded improvements would exceed 70 percent of the total amount of the performance guarantee, then the municipality may retain 30 percent of the amount of the total performance guarantee and “safety and stabilization guarantee to ensure completion and acceptability of bonded improvements, as provided above, except that any amount of the performance guarantee attributable to bonded improvements for which a “temporary certificate of occupancy guarantee has been posted shall be released from the performance guarantee even if such release would reduce the amount held by the municipality below 30 percent.

(2) If the municipal engineer fails to send or provide the list and report as requested by the obligor pursuant to subsection d. of this section within 45 days from receipt of the request, the obligor may apply to the court in a summary manner for an order compelling the municipal engineer to provide the list and report within a stated time and the cost of applying to the court, including reasonable attorney's fees, may be awarded to the prevailing party.

If the governing body fails to approve or reject the bonded improvements determined by the municipal engineer to be complete and satisfactory or reduce the performance guarantee for the complete and satisfactory improvements within 45 days from the receipt of the municipal engineer's list and report, the obligor may apply to the court in a summary manner for an order compelling, within a stated time, approval of the complete and satisfactory improvements and approval of a reduction in the performance guarantee for the approvable complete and satisfactory improvements in accordance with the itemized cost estimate prepared by the municipal engineer and appended to the performance guarantee pursuant to subsection a. of this section; and the cost of applying to the court, including reasonable attorney's fees, may be awarded to the prevailing party.

(3) In the event that the obligor has made a cash deposit with the municipality or approving authority as part of the performance guarantee, then any partial reduction granted in the performance guarantee pursuant to this subsection shall be applied to the cash deposit in the same proportion as the original cash deposit bears to the full amount of the performance guarantee, provided that if the developer has furnished a “safety and stabilization guarantee, the municipality may retain cash equal to the amount of the remaining safety and stabilization guarantee.

f. If any portion of the required bonded improvements is rejected, the approving authority may require the obligor to complete or correct such improvements and, upon completion or correction, the same procedure of notification, as set forth in this section shall be followed.

g. Nothing herein, however, shall be construed to limit the right of the obligor to contest by legal proceedings any determination of the governing body or the municipal engineer.

h. (1) The obligor shall reimburse the municipality for reasonable inspection fees paid to the municipal engineer for the foregoing inspection of improvements; which fees shall not exceed the sum of the amounts set forth in subparagraphs (a) and (b) of this paragraph. The municipality may require the developer to post the inspection fees in escrow in an amount:

(a) not to exceed, except for extraordinary circumstances, the greater of \$500 or 5% of the cost of bonded improvements that are subject to a performance guarantee under subparagraph (a), subparagraph (b), or both subparagraph (a) and subparagraph (b) of paragraph (1) of subsection a. of this section; and

(b) not to exceed 5% of the cost of private site improvements that are not subject to a performance guarantee under subparagraph (a) of paragraph (1) of subsection a. of this section, which cost shall be determined pursuant to section 15 of P.L.1991, c.256 (C.40:55D-53.4).

(2) For those developments for which the inspection fees total less than \$10,000, fees may, at the option of the developer, be paid in two installments. The initial amount deposited in escrow by a developer shall be 50% of the inspection fees. When the balance on deposit drops to 10% of the inspection fees because the amount deposited by the developer has been reduced by the amount paid to the municipal engineer for inspections, the developer shall deposit the remaining 50% of the inspection fees.

(3) For those developments for which the inspection fees total \$10,000 or greater, fees may, at the option of the developer, be paid in four installments. The initial amount deposited in escrow by a developer shall be 25% of the inspection fees. When the balance on deposit drops to 10% of the inspection fees because the amount deposited by the developer has been reduced by the amount paid to the municipal engineer for inspection, the developer shall make additional deposits of 25% of the inspection fees.

(4) If the municipality determines that the amount in escrow for the payment of inspection fees, as calculated pursuant to subparagraphs (a) and (b) of paragraph (1) of this subsection, is insufficient to cover the cost of additional required inspections, the municipality may require the developer to deposit additional funds in escrow provided that the municipality delivers to the developer a written inspection escrow deposit request, signed by the municipal engineer, which: informs the developer of the need for additional inspections, details the items or undertakings that require inspection, estimates the time required for those inspections, and estimates the cost of performing those inspections.

i. In the event that final approval is by stages or sections of development pursuant to subsection a. of section 29 of P.L.1975, c.291 (C.40:55D-38), the provisions of this section shall be applied by stage or section.

j. To the extent that any of the improvements have been dedicated to the municipality on the subdivision plat or site plan, the municipal governing body shall be deemed, upon the release of any performance guarantee required pursuant to subsection a. of this section, to accept dedication for public use of streets or roads and any other improvements made thereon according to site plans and subdivision plats approved by the approving authority, provided that such improvements have been inspected and have received final approval by the municipal engineer.

(cf: P.L.2013, c.123, s.3)

30-50.1 General.**Board Engineer**

As required by this Ordinance amending the City Code, the developer shall post with the municipality, prior to the release of a performance guarantee required pursuant to subparagraph (a), subparagraph (b), or both subparagraph (a) and subparagraph (b) of paragraph (1) of this subsection, a maintenance guarantee in an amount not to exceed 15% of the cost of the installation of the improvements which are being released.

(b) As required, the developer shall post with the municipality, upon the inspection and issuance of final approval of the following private site improvements by the municipal engineer, a maintenance guarantee in an amount not to exceed 15% of the cost of the installation of the following private site improvements: stormwater management basins, in-flow and water quality structures within the basins, and the out-flow pipes and structures of the stormwater management system, if any, which cost shall be determined according to the method of calculation set forth in section 15 of P.L.1991, c.256 (C.40:55D-53.4).

(c) The term of the maintenance guarantee shall be for a period not to exceed two years and shall automatically expire at the end of the established term.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2018-39 which was finally adopted by the City Council at a meeting held on the 22nd day of August, 2018

CINDY A. DYE
CITY CLERK



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

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AN ORDINANCE AMENDING AND SUPPLEMENTING VARIOUS ARTICLES AND SECTIONS OF CODE OF THE CITY OF ASBURY PARK

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 the following chapter and/or sections “of the “Code of the City of Asbury Park, New Jersey is hereby created or amended:

**CHAPTER II
“DEPARTMENT OF PLANNING AND REDEVELOPMENT”**

Section 2-17.2(a) Appointment

(a) *Appointment.* The Director of Planning and Redevelopment shall be appointed by the City Manager. The Director of Planning and Redevelopment shall also hold the title and/ or duties as found in Chapter III Land Development as: Administrative officer; Development Coordinator.

(d) The Director of Planning and Redevelopment shall also be known as the City Planner

Section 2-17.2(b) Qualifications

(3) The Director shall possess Certification from the American Institute of Certified Planners (AICP). ~~The Director shall possess AICP~~

2-17.3 Functions of the Department

(i)_. Such other related responsibilities as may be assigned by the City Manager ~~and/or the Mayor and Council~~, which are necessary for the conduct of City business.

(f) Receipt, completeness review, processing of all development or redevelopment applications and subsequently forwarding the applications to the applicable board secretaries, Federal, State ~~of~~ County ~~or municipal~~ office or other offices as required, for development within the City.

k. In the prolonged absence of the Director of Planning and Redevelopment, the respective Zoning Board and Planning Board Planner shall serve as the Administrative Officer and

Development Coordinator or designee of the City Manager. If that individual or firm is not available, then the respective Board Secretary shall serve as the Administrative Officer and Development Coordinator or designee of the City Manager.

CHAPTER III “LAND DEVELOPMENT”

30-7 CERTIFICATE OF RESOLUTION COMPLIANCE

30-7.1 Requirement; Zoning Officer to Issue.

No building or structure may be erected or altered nor may any building or structure or parcel of land become occupied, or the use therein changed until a Zoning Permit or Certificate of Resolution Compliance Certificate of Compliance is obtained from the Zoning Officer. (2000 Code § 30-7.1)

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30-7.2 Necessary for Construction Permit or Mercantile License.

Application for a Zoning Permit or Certificate of Resolution Compliance Certificate of Compliance must be made at the time of application for a construction permit or a mercantile license. (2000 Code § 30-7.2)

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30-7.3 Necessary Prior to New Occupancy or New Use.

Should a construction permit or mercantile license not be required, the Certificate of Compliance Zoning Permit or Certificate of Resolution. Compliance must be obtained prior to the new occupancy or new use of a building or property. (2000 Code § 30-7.3)

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30-7.4 Fee for Certificate of Resolution Compliance, Time of Payment; Compliance Required Before Issuance.

A fee of twenty (\$20.00) dollars will be charged for each Certificate of Resolution Compliance Certificate of Compliance. Such fee will be payable at the time of application. The Certificate will be issued only after an inspection is made by the Zoning Officer Director of Planning and Redevelopment or their designee to confirm compliance with this chapter. (2000 Code § 30-7.4) This Certificate shall not be provided until all known outstanding municipal or Board invoices related to the project are paid.

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30-15 Definitions

Administrative Officer shall mean the Director of Planning and Redevelopment as defined in Chapter 2. ~~City Planner/Zoning Inspector for the Planning Board, and the City Planner/Zoning Inspector or Zoning Officer for the Zoning Board of Adjustment.~~

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Board Engineer – shall be the engineer dually appointed and of record by the respective Board.

Sexually Oriented Business – As defined by N.J.S. 2C-34-7 et. seq. and the requirements established therewithin.

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30-23 PROVISIONS APPLICABLE TO BOTH THE PLANNING BOARD AND ZONING BOARD OF ADJUSTMENT.

30-23.8 Meeting Attendance of Applicants

If an application is scheduled to be heard, the applicant shall notify the Board Secretary a minimum of two (2) business days before the scheduled hearing date if said applicant desires to postpone the hearing in writing. In addition, ~~the applicant, at the discretion of the Chair, is required to have a representative appear before the Board to state, for the official record, why the postponement is requested. The Board may, at its discretion, grant the postponement or deny the application without prejudice. The Board may, at its discretion, require re-notification of the application if a postponement is granted.~~

30-29.2 Notice Requirements for Hearings.

a. Public Notice. Public notice of a hearing shall be given in the following cases:

4. At any other time the Board shall require notice as part of an application, hearing or other act the Board deems fit for the application to re-notice in the interest of the public.

30-39.1 Development Coordinator.

The Development Coordinator shall be the City ~~Planner~~ Planner unless another person is appointed by the Governing Body. The Development Coordinator shall officially receive all Applications for Development, determine if they are complete, and, if not, notify the applicant of deficiencies. The Development Coordinator, in consultation with the Zoning Officer, shall determine which local Board, official or agency has jurisdiction over the application and the Development Coordinator shall forward copies to Federal, State and local agencies required or requested to review the application. (2000 Code § 30-39.1)

30-39.4 ~~City~~ The Planning and Zoning Board Engineer(s) (Board Engineer).

The ~~City Engineer~~Board Engineer, as defined in this Chapter, shall be responsible for the following provisions of this chapter:

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- a. Review all engineering plans accompanying Applications for Development referred by the Boards, Development Review Committee or Development Coordinator.
- b. Inspection, when requested by either Board, of improvements constructed or installed as part of any Application for Development other than those which are the responsibility of the Construction Official.
- c. Certification, when necessary, before acceptance, that all such improvements meet applicable City Codes and ordinances.

30-45.3 Certificate of ~~Zoning~~ Resolution Compliance.

- a. When application is made for a ~~Zoning Permit~~ Resolution Compliance that requires the issuance of permits under the Uniform Construction Code (N.J.A.C. 5:23 et seq.) for the construction of a new building or an addition to the ground level footprint of an existing building, an application for a ~~Certificate of Zoning Compliance~~ Resolution Compliance shall also be made upon payment of a fee of twenty (\$20.00) dollars, which shall cover the cost of a final inspection by the Zoning Officer. The Zoning Officer shall inspect for the satisfactory completion of landscaping, driveway pavement, sidewalk and curb repair/replacement and street tree plantings, as well as for compliance with the ~~Zoning Permit Resolution of the Planning or Zoning Board~~. A copy of the approved Compliance ~~Certificate of Zoning Compliance Resolution Compliance~~ shall be transmitted to the Construction Official by the Director of Planning and Redevelopment or their designee.
- b. No land or new construction shall be occupied or used in whole or in part for any purpose whatsoever until a ~~Certificate of Zoning Compliance~~ Resolution Compliance and/or Zoning Permit shall have been issued by the Zoning Enforcement Officer stating that the use of the land or building complies with the provisions of this chapter.
- c. No Certificate of Resolution Compliance for any land or structure shall be granted until all required improvements or conditions of approval have been met, installed or completed. A temporary Certificate of Resolution Compliance may be issued but only for a specific period, upon such conditions as the Development Coordinator may impose, such as bonding, to ensure the completion or installation of any such improvements unfinished because of weather or unforeseen delay. The installation of any required public or private improvements may also be delayed if the ~~City Engineer~~Board Engineer warrants in writing to the Development Coordinator that the delay is in the best interest of the City.

30-47.1 General.

a. If the Development Coordinator determines that the application requires action by the Board of Adjustment, it shall be forwarded to the Board of Adjustment Secretary and the applicant shall be responsible for providing notice as set forth in subsection 30-29.2. The ~~Board of Adjustment~~ Development Coordinator shall refer the application to those agencies required to review the application and any other agency which ~~it feels~~ may assist them in its deliberations. ~~If the application entails site plan approval, the Board of Adjustment may refer the site plan to the Planning Board for its review and nonbinding recommendation which shall be returned to the Board of Adjustment within thirty (30) days of referral.~~

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30-49 PERFORMANCE AND MAINTENANCE GUARANTEES.

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30-49.1 General.

As per P.L. 2017 Chapter 312, Senate, Number 3233 which amends Section 41 of p.L. 1975, c. 291 (C. 40:55D-53) the City hereby adopts the following regulations.

Guarantees required; surety; release. a. Before filing of final subdivision plats or recording of minor subdivision deeds or as a condition of final site plan approval or as a condition to the issuance of a zoning permit pursuant to subsection d. of section 52 of P.L.1975, c.291 (C.40:55D-65), the municipality may require and shall accept in accordance with the standards adopted by ordinance and regulations adopted pursuant to section 1 of P.L.1999, c.68 (C.40:55D-53a) for the purpose of assuring the installation and maintenance of certain on-tract improvements, the furnishing of a performance guarantee, and provision for a maintenance guarantee in accordance with paragraphs (1) and (2) of this subsection. If a municipality has adopted an ordinance requiring a successor developer to furnish a replacement performance guarantee, as a condition to the approval of a permit update under the State Uniform Construction Code, for the purpose of updating the name and address of the owner of property on a construction permit, the governing body may require and shall accept in accordance with the standards adopted by ordinance and regulations adopted pursuant to section 1 of P.L.1999, c.68 (C.40:55D-53a) for the purpose of assuring the installation and maintenance of certain on-tract improvements, the furnishing of a performance guarantee, and provision for a maintenance guarantee, in accordance with paragraphs (1) and (2) of this subsection.

(1) (a) As required this Ordinance , the developer shall furnish a performance guarantee in favor of the municipality in an amount not to exceed 120% of the cost of installation of only those improvements required by an approval or developer's agreement, ordinance, or regulation to be dedicated to a public entity, and that have not yet been installed, which cost shall be determined by the ~~municipality~~ Board Engineer, as defined by this chapter, according to the

method of calculation set forth in section 15 of P.L.1991, c.256 (C.40:55D-53.4), for the following improvements as shown on the approved plans or plat: streets, pavement, gutters, curbs, sidewalks, street lighting, street trees, surveyor's monuments, as shown on the final map and required by "the map filing law," P.L.1960, c.141 (C.46:23-9.9 et seq.; repealed by section 2 of P.L.2011, c.217) or N.J.S.46:26B-1 through N.J.S.46:26B-8, water mains, sanitary sewers, community septic systems, drainage structures, public improvements of open space, and any grading necessitated by the preceding improvements.

The ~~municipality~~Board Engineer, as defined by this chapter, shall prepare an itemized cost estimate of the improvements covered by the performance guarantee, which itemized cost estimate shall be appended to each performance guarantee posted by the obligor.

(b) A municipality may also require a performance guarantee to include, within an approved phase or section of a development privately-owned perimeter buffer landscaping, as required by local ordinance or imposed as a condition of approval.

At the developer's option, a separate performance guarantee may be posted for the privately-owned perimeter buffer landscaping.

(c) In the event that the developer shall seek a temporary certificate of occupancy for a development, unit, lot, building, or phase of development, as a condition of the issuance thereof, the developer shall, if required by an ordinance adopted by the municipality, furnish a separate guarantee, referred to herein as a "temporary certificate of occupancy guarantee," in favor of the municipality in an amount equal to 120% of the cost of installation of only those improvements or items which remain to be completed or installed under the terms of the temporary certificate of occupancy and which are required to be installed or completed as a condition precedent to the issuance of the permanent certificate of occupancy for the development, unit, lot, building or phase of development and which are not covered by an existing performance guarantee. Upon posting of a "temporary certificate of occupancy guarantee," all sums remaining under a performance guarantee, required pursuant to subparagraph (a) of this paragraph, which relate to the development, unit, lot, building, or phase of development for which the temporary certificate of occupancy is sought, shall be released. The scope and amount of the "temporary certificate of occupancy guarantee" shall be determined by the zoning officer, ~~city~~municipal engineer, as defined by this Chapter, or other municipal official designated by ordinance. At no time may a municipality hold more than one guarantee or bond of any type with respect to the same line item. The temporary certificate of occupancy guarantee shall be released by the zoning officer, ~~municipal city~~Board Engineer, as defined by this Chapter, or other municipal official designated by ordinance upon the issuance of a permanent certificate of occupancy with regard to the development, unit, lot, building, or phase as to which the temporary certificate of occupancy relates.

(d) A developer shall, furnish to the municipality a "safety and stabilization guarantee," in favor of the municipality. At the developer's option, a "safety and stabilization guarantee" may be furnished either as a separate guarantee or as a line item of the performance guarantee. A "safety and stabilization guarantee" shall be available to the municipality solely for the purpose of returning property that has been disturbed to a safe and stable condition or otherwise

implementing measures to protect the public from access to an unsafe or unstable condition, only in the circumstance that:

(i) site disturbance has commenced and, thereafter, all work on the development has ceased for a period of at least 60 consecutive days following such commencement for reasons other than force majeure, and

(ii) work has not recommenced within 30 days following the provision of written notice by the municipality to the developer of the municipality's intent to claim payment under the guarantee. A municipality shall not provide notice of its intent to claim payment under a "safety and stabilization guarantee until a period of at least 60 days has elapsed during which all work on the development has ceased for reasons other than force majeure. A municipality shall provide written notice to a developer by certified mail or other form of delivery providing evidence of receipt.

The amount of a "safety and stabilization guarantee for a development with bonded improvements in an amount not exceeding \$100,000 shall be \$5,000.

The amount of a "safety and stabilization guarantee for a development with bonded improvements exceeding \$100,000 shall be calculated as a percentage of the bonded improvement costs of the development or phase of development as follows:

\$5,000 for the first \$100,000 of bonded improvement costs, plus

two and a half percent of bonded improvement costs in excess of \$100,000 up to \$1,000,000, plus

one percent of bonded improvement costs in excess of \$1,000,000.

A municipality shall release a separate "safety and stabilization guarantee" to a developer upon the developer's furnishing of a performance guarantee which includes a line item for safety and stabilization in the amount required under this paragraph.

A municipality shall release a "safety and stabilization guarantee" upon the ~~municipal city~~ Board Engineer's, as defined by this chapter, determination that the development of the project site has reached a point that the improvements installed are adequate to avoid any potential threat to public safety.³

(2) (a) As required by this ordinance, the developer shall post with the municipality, prior to the release of a performance guarantee required pursuant to subparagraph (a), subparagraph (b), or both subparagraph (a) and subparagraph (b) of paragraph (1) of this subsection, a maintenance guarantee in an amount not to exceed 15% of the cost of the installation of the improvements which are being released.

(b) If required, the developer shall post with the municipality, upon the inspection and issuance of final approval of the following private site improvements by the municipal engineer,

a maintenance guarantee in an amount not to exceed 15% of the cost of the installation of the following private site improvements: stormwater management basins, in-flow and water quality structures within the basins, and the out-flow pipes and structures of the stormwater management system, if any, which cost shall be determined according to the method of calculation set forth in section 15 of P.L.1991, c.256 (C.40:55D-53.4).

(c) The term of the maintenance guarantee shall be for a period not to exceed two years and shall automatically expire at the end of the established term.

(3) In the event that other governmental agencies or public utilities automatically will own the utilities to be installed or the improvements are covered by a performance or maintenance guarantee to another governmental agency, no performance or maintenance guarantee, as the case may be, shall be required by the municipality for such utilities or improvements.

b. The time allowed for installation of the bonded improvements for which the performance guarantee has been provided may be extended by the governing body by resolution. As a condition or as part of any such extension, the amount of any performance guarantee shall be increased or reduced, as the case may be, to an amount not to exceed 120% of the cost of the installation, which cost shall be determined by the municipal engineer according to the method of calculation set forth in section 15 of P.L.1991, c.256 (C.40:55D-53.4) as of the time of the passage of the resolution.

c. If the required bonded improvements are not completed or corrected in accordance with the performance guarantee, the obligor and surety, if any, shall be liable thereon to the municipality for the reasonable cost of the improvements not completed or corrected and the municipality may either prior to or after the receipt of the proceeds thereof complete such improvements. Such completion or correction of improvements shall be subject to the public bidding requirements of the "Local Public Contracts Law," P.L.1971, c.198 (C.40A:11-1 et seq.).

d. (1) Upon substantial completion of all required street improvements (except for the top course) and appurtenant utility improvements, and the connection of same to the public system, the obligor may request of the governing body in writing, by certified mail addressed in care of the municipal clerk, that the municipal engineer prepare, in accordance with the itemized cost estimate prepared by the municipal engineer and appended to the performance guarantee pursuant to subsection a. of this section, a list of all uncompleted or unsatisfactory completed bonded improvements. If such a request is made, the obligor shall send a copy of the request to the municipal engineer. The request shall indicate which bonded improvements have been completed and which bonded improvements remain uncompleted in the judgment of the obligor. Thereupon the municipal engineer shall inspect all bonded improvements covered by obligor's request and shall file a detailed list and report, in writing, with the governing body, and shall simultaneously send a copy thereof to the obligor not later than 45 days after receipt of the obligor's request.

(2) The list prepared by the municipal engineer shall state, in detail, with respect to each bonded improvement determined to be incomplete or unsatisfactory, the nature and extent of the incompleteness of each incomplete improvement or the nature and extent of, and remedy for, the

unsatisfactory state of each completed bonded improvement determined to be unsatisfactory. The report prepared by the municipal engineer shall identify each bonded improvement determined to be complete and satisfactory together with a recommendation as to the amount of reduction to be made in the performance guarantee relating to the completed and satisfactory bonded improvement, in accordance with the itemized cost estimate prepared by the municipal engineer and appended to the performance guarantee pursuant to subsection a. of this section.

e. (1) The governing body, by resolution, shall either approve the bonded improvements determined to be complete and satisfactory by the municipal engineer, or reject any or all of these bonded improvements upon the establishment in the resolution of cause for rejection, and shall approve and authorize the amount of reduction to be made in the performance guarantee relating to the improvements accepted, in accordance with the itemized cost estimate prepared by the municipal engineer and appended to the performance guarantee pursuant to subsection a. of this section. This resolution shall be adopted not later than 45 days after receipt of the list and report prepared by the municipal engineer. Upon adoption of the resolution by the governing body, the obligor shall be released from all liability pursuant to its performance guarantee with respect to those approved bonded improvements, except for that portion adequately sufficient to secure completion or correction of the improvements not yet approved; provided that 30% of the amount of the total performance guarantee and "safety and stabilization guarantee posted may be retained to ensure completion and acceptability of all improvements. The safety and stabilization guarantee shall be reduced by the same percentage as the performance guarantee is being reduced at the time of each performance guarantee reduction.

For the purpose of releasing the obligor from liability pursuant to its performance guarantee the amount of the performance guarantee attributable to each approved bonded improvement shall be reduced by the total amount for each such improvement, in accordance with the itemized cost estimate prepared by the municipal engineer and appended to the performance guarantee pursuant to subsection a. of this section, including any contingency factor applied to the cost of installation. If the sum of the approved bonded improvements would exceed 70 percent of the total amount of the performance guarantee, then the municipality may retain 30 percent of the amount of the total performance guarantee and "safety and stabilization guarantee to ensure completion and acceptability of bonded improvements, as provided above, except that any amount of the performance guarantee attributable to bonded improvements for which a "temporary certificate of occupancy guarantee has been posted shall be released from the performance guarantee even if such release would reduce the amount held by the municipality below 30 percent.

(2) If the municipal engineer fails to send or provide the list and report as requested by the obligor pursuant to subsection d. of this section within 45 days from receipt of the request, the obligor may apply to the court in a summary manner for an order compelling the municipal engineer to provide the list and report within a stated time and the cost of applying to the court, including reasonable attorney's fees, may be awarded to the prevailing party.

If the governing body fails to approve or reject the bonded improvements determined by the municipal engineer to be complete and satisfactory or reduce the performance guarantee for the

complete and satisfactory improvements within 45 days from the receipt of the municipal engineer's list and report, the obligor may apply to the court in a summary manner for an order compelling, within a stated time, approval of the complete and satisfactory improvements and approval of a reduction in the performance guarantee for the approvable complete and satisfactory improvements in accordance with the itemized cost estimate prepared by the municipal engineer and appended to the performance guarantee pursuant to subsection a. of this section; and the cost of applying to the court, including reasonable attorney's fees, may be awarded to the prevailing party.

(3) In the event that the obligor has made a cash deposit with the municipality or approving authority as part of the performance guarantee, then any partial reduction granted in the performance guarantee pursuant to this subsection shall be applied to the cash deposit in the same proportion as the original cash deposit bears to the full amount of the performance guarantee, provided that if the developer has furnished a "safety and stabilization guarantee, the municipality may retain cash equal to the amount of the remaining safety and stabilization guarantee.

f. If any portion of the required bonded improvements is rejected, the approving authority may require the obligor to complete or correct such improvements and, upon completion or correction, the same procedure of notification, as set forth in this section shall be followed.

g. Nothing herein, however, shall be construed to limit the right of the obligor to contest by legal proceedings any determination of the governing body or the municipal engineer.

h. (1) The obligor shall reimburse the municipality for reasonable inspection fees paid to the municipal engineer for the foregoing inspection of improvements; which fees shall not exceed the sum of the amounts set forth in subparagraphs (a) and (b) of this paragraph. The municipality may require the developer to post the inspection fees in escrow in an amount:

(a) not to exceed, except for extraordinary circumstances, the greater of \$500 or 5% of the cost of bonded improvements that are subject to a performance guarantee under subparagraph (a), subparagraph (b), or both subparagraph (a) and subparagraph (b) of paragraph (1) of subsection a. of this section; and

(b) not to exceed 5% of the cost of private site improvements that are not subject to a performance guarantee under subparagraph (a) of paragraph (1) of subsection a. of this section, which cost shall be determined pursuant to section 15 of P.L.1991, c.256 (C.40:55D-53.4).

(2) For those developments for which the inspection fees total less than \$10,000, fees may, at the option of the developer, be paid in two installments. The initial amount deposited in escrow by a developer shall be 50% of the inspection fees. When the balance on deposit drops to 10% of the inspection fees because the amount deposited by the developer has been reduced by the amount paid to the municipal engineer for inspections, the developer shall deposit the remaining 50% of the inspection fees.

(3) For those developments for which the inspection fees total \$10,000 or greater, fees may, at the option of the developer, be paid in four installments. The initial amount deposited in escrow by a developer shall be 25% of the inspection fees. When the balance on deposit drops to 10% of the inspection fees because the amount deposited by the developer has been reduced by the amount paid to the municipal engineer for inspection, the developer shall make additional deposits of 25% of the inspection fees.

(4) If the municipality determines that the amount in escrow for the payment of inspection fees, as calculated pursuant to subparagraphs (a) and (b) of paragraph (1) of this subsection, is insufficient to cover the cost of additional required inspections, the municipality may require the developer to deposit additional funds in escrow provided that the municipality delivers to the developer a written inspection escrow deposit request, signed by the municipal engineer, which: informs the developer of the need for additional inspections, details the items or undertakings that require inspection, estimates the time required for those inspections, and estimates the cost of performing those inspections.

i. In the event that final approval is by stages or sections of development pursuant to subsection a. of section 29 of P.L.1975, c.291 (C.40:55D-38), the provisions of this section shall be applied by stage or section.

j. To the extent that any of the improvements have been dedicated to the municipality on the subdivision plat or site plan, the municipal governing body shall be deemed, upon the release of any performance guarantee required pursuant to subsection a. of this section, to accept dedication for public use of streets or roads and any other improvements made thereon according to site plans and subdivision plats approved by the approving authority, provided that such improvements have been inspected and have received final approval by the municipal engineer.

(cf: P.L.2013, c.123, s.3)

30-50.1 General.

All improvements required by the Planning Board shall, before being accepted by the City Council, be covered by a maintenance bond running in favor of the City of Asbury Park in

~~the amount of fifteen (15%) percent of the estimated cost of the improvements as estimated by the City EngineerBoard Engineer. The maintenance bond shall run for a period of two (2) years and shall provide for the proper repair and/or replacement of any such improvements during the period. The two (2) year period shall be from the date of the acceptance of the improvements by the City, and no performance guarantee shall be released by the City until such time as the maintenance bond herein required has been posted with the City. (2000 Code § 30-50.1)~~

As required by this Ordinance amending the City Code, the developer shall post with the municipality, prior to the release of a performance guarantee required pursuant to subparagraph (a), subparagraph (b), or both subparagraph (a) and subparagraph (b) of paragraph (1) of this subsection, a maintenance guarantee in an amount not to exceed 15% of the cost of the installation of the improvements which are being released.

(b) As required, the developer shall post with the municipality, upon the inspection and issuance of final approval of the following private site improvements by the municipal engineer, a maintenance guarantee in an amount not to exceed 15% of the cost of the installation of the following private site improvements: stormwater management basins, in-flow and water quality structures within the basins, and the out-flow pipes and structures of the stormwater management system, if any, which cost shall be determined according to the method of calculation set forth in section 15 of P.L.1991, c.256 (C.40:55D-53.4).

(c) The term of the maintenance guarantee shall be for a period not to exceed two years and shall automatically expire at the end of the established term.



**Asbury Park, New Jersey
ORDINANCE NO. 2018-40**

**AN ORDINANCE AMENDING THE PROPERTY MAINTENANCE CODE OF THE
CITY OF ASBURY PARK**

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 XIII "PROPERTY IMPROVEMENT AND NEIGHBORHOOD PRESERVATION" is hereby amended within the "Code of the City of Asbury Park, New Jersey" in order to revise Chapter XIII in its entirety, as follows:

13-100 PROPERTY MAINTENANCE CODE

SECTION 101 - SCOPE AND INTENT

101.1 Title and General.

These regulations shall be known as the 2015 International Property Maintenance Code (as amended herein) of the City of Asbury Park (the City), hereinafter referred to as "this Code."

This Chapter shall be read and documented as: Chapter - Section. For example, this section shall be documented as follows: 13-101.1.

101.2 Scope.

The provisions of this Code shall apply to all existing residential and nonresidential structures and all existing premises and constitute minimum requirements and standards for premises, structures, equipment and facilities for light, ventilation, space, heating, sanitation, protection from the elements, a reasonable level of safety from fire and other hazards, and for a reasonable level of sanitary maintenance; the responsibility of owners, an owner's authorized agent, operators and occupants; the occupancy of existing structures and premises, and for administration, enforcement and penalties.

101.3 Intent.

This Code shall be construed to secure its expressed intent, which is to ensure public health, safety and welfare insofar as they are affected by the continued occupancy and maintenance of structures and premises. Existing structures and premises that do not comply with these provisions shall be altered or repaired to provide a minimum level of health and safety as required herein.

101.4 Severability.

If a section, subsection, sentence, clause or phrase of this Code is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Code.

SECTION 102 - APPLICABILITY

102.1 General.

Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall govern. Where differences occur between provisions of this Code and the referenced standards, the provisions of this code shall apply. Where, in a specific case, different sections of this Code specify different requirements, the most restrictive shall govern.

102.2 Maintenance.

Equipment, systems, devices and safeguards required by this code or a previous regulation or Code under which the structure or premises was constructed, altered or repaired shall be maintained in good working order. No owner, owner's authorized agent, operator or occupant shall cause any service, facility, equipment or utility that is required under this section to be removed from, shut off from or discontinued for any occupied dwelling, except for such temporary interruption as necessary while repairs or alterations are in progress. The requirements of this Code are not intended to provide the basis for removal or abrogation of fire protection and safety systems and devices in existing structures. Except as otherwise specified herein, the owner or the owner's authorized agent shall be responsible for the maintenance of buildings, structures and premises.

102.3 Application of other codes.

Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the International Building Code, International Existing Building Code, International Energy Conservation Code, International Fire Code, International Fuel Gas Code, International Mechanical Code, International Residential Code, International Plumbing Code and NFPA 70 or adopted State and local codes. Nothing in this code shall be construed to cancel, modify or set aside any provision of the International Zoning Code.

102.4 Existing remedies.

The provisions in this Code shall not be construed to abolish or impair existing remedies of the jurisdiction or its officers or agencies relating to the removal or demolition of any structure that is dangerous, unsafe and unsanitary.

102.5 Workmanship.

Repairs, maintenance work, alterations or installations that are caused directly or indirectly by

the enforcement of this Code shall be executed and installed in a workmanlike manner and installed in accordance with the manufacturer's instructions.

102.6 Historic buildings.

The provisions of this Code shall not be mandatory for existing buildings or structures designated as historic buildings, where such buildings or structures are judged by the Code Official to be safe and in the public interest of health, safety and welfare.

102.7 Referenced codes and standards.

The codes and standards referenced in this Code shall be those that are listed in Section 9 and considered part of the requirements of this Code to the prescribed extent of each such reference and as further regulated in Sections 102.7.1 and 102.7.2.

Exception: Where enforcement of a code provision would violate the conditions of the listing of the equipment or appliance, the conditions of the listing shall apply.

102.7.1 Conflicts.

Where conflicts occur between provisions of this code and the referenced standards, the provisions of this code shall apply.

102.7.2 Provisions in referenced codes and standards.

Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code, the provisions of this code, as applicable, shall take precedence over the provisions in the referenced code or standard.

102.8 Requirements not covered by code.

Requirements necessary for the strength, stability or proper operation of an existing fixture, structure or equipment, or for the public safety, health and general welfare, not specifically covered by this code, shall be determined by the code official.

102.9 Application of references.

References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this code.

102.10 Severability clause

If any provision of this Code, or any application of any provision, is held invalid, the invalidity shall not affect other applications of the provision, or other provisions of this Code, which reasonably can be given effect despite the invalidity.

102.11 Other laws.

The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.

SECTION 103 -- ADMINISTRATION AND ENFORCEMENT**103.1 General.**

The Department of Property Improvement and Neighborhood Preservation and Code Enforcement is hereby created and the executive official in charge thereof shall be known as the code official.

103.2 Appointment.

The code official shall be appointed by the chief appointing authority of the jurisdiction.

103.3 Deputies.

May be appointed in accordance with the prescribed procedures of this jurisdiction.

103.4 Liability.

The code official, member of the board of appeals or employee charged with the enforcement of this Code, while acting for the jurisdiction, in good faith and without malice in the discharge of the duties required by this Code or other pertinent law or ordinance, shall not thereby be rendered civilly or criminally liable personally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act or by reason of an act or omission in the discharge of official duties.

103.4.1 Legal defense.

Any suit or criminal complaint instituted against any officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by the legal representative of the jurisdiction until the final termination of the proceedings. The code official or any subordinate shall not be liable for costs in an action, suit or proceeding that is instituted in pursuance of the provisions of this code.

103.5 Fees.

The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be as authorized as per City Ordinance.

103.6 Inspections.

A. Property Maintenance Code. The City of Asbury Park shall have the right to conduct inspections on all structures that come within this article. All inspections conducted pursuant to this article shall be performed in accordance with the procedures set forth in the 2015 International Property Maintenance Code of the City of Asbury Park, with the exception that any inspections conducted pursuant to the Uniform Fire Code shall be performed in accordance with the provisions set forth in the Uniform Fire Code and any inspection under the Hotel and Multiple Dwelling Law shall be performed in accordance with the N.J. Hotel and Multiple Dwelling Law.

B. Certificate of Rental Compliance. No person, agency, corporation, partnership, firm, company, owner, real estate agent, broker or any other individual shall hereafter rent, lease or sublet to another or allow any person or persons to live in or occupy as a tenant or otherwise or suffer or permit any change in occupancy or use of any building, dwelling or dwelling unit or part thereof, as the owner of said premises or on behalf of the owner of said premises, without first obtaining from the Department of Neighborhood Preservation and Code Enforcement, a Certificate of Rental Compliance stating that at the time of the proposed rental lease or subletting, the premises complied with all applicable ordinances of the City of Asbury Park. The specific requirements for inspections for Rental Compliance are set forth in detail in Section 104 et seq. of this Code.

C. Certificate of Resale Compliance for all Real Property at Time of Sale and Transfer of Title. No person, agency, corporation, partnership, firm, company, owner, real estate agent, broker or any other individual shall hereafter sell or transfer title to real property to another, or otherwise permit any change in occupancy or use of any building, dwelling or dwelling unit or part thereof in conjunction with the transfer of title to said premises, as the owner of said premises or on behalf of the owner of said premises, without first obtaining from the Department of Neighborhood Preservation and Code Enforcement, a Certificate of Resale Compliance stating that at the time of the proposed sale or transfer of title, the premises complied with all applicable ordinances of the City of Asbury Park. The buyer and seller of the property are equally responsible for the Certificate of Resale Compliance process.

D. In the event the owner or lessor of a premises fails to correct a nuisance, defect or other violation, following proper notice of same, the City of Asbury Park may take all necessary and appropriate actions to abate said nuisance, correct said defect or violation or put said premises in proper condition in accordance with state laws and local ordinances at the cost of the owner or lessor. Pursuant to N.J.S.A. 40:48-2.12(f), the cost expended by the municipality for such purpose shall be charged to the owner or lessor and shall become a lien against said premises as provided by law. The City does not have the ability to enforce terms and conditions of lease agreements; all violations and summons shall be written to the owner or owner's property manager.

103.7 Procedures.

A. Property Maintenance Code. All inspections conducted pursuant to this article shall be performed in accordance with the procedures set forth in the 2015 International Property Maintenance Code of the City of Asbury Park, with the exception that any inspections conducted

pursuant to the Uniform Fire Safety Act shall be performed in accordance to said Act and any inspections pursuant to the N.J. Hotel and Multiple Dwelling Law shall be conducted in accordance and procedures set forth therein.

B. Certificate of Rental Compliance. The Department of Neighborhood Preservation and Code Enforcement shall make available appropriate application forms for Certificate of Rental Compliance in its' office, and/or by any other means available. These forms shall be obtained and completed by the owner, agent, or broker of each such rental property and individual rental unit therein. All required inspections shall be completed as evidenced by the issuance of a Certificate of Rental Compliance before the continued occupancy of the rental property or individual unit in a rental property occurs, and in accordance with the requirements of Section 104 of this Code, below. The landlord shall make application for an inspection under this section at least ten (10) business days prior to the intended new tenancy/occupancy, or the expiration of the current Certificate of Rental Compliance, whichever is sooner, and the certificate of rental compliance shall be issued before a new tenancy or change in occupancy is permitted. The Department of Neighborhood Preservation and Code Enforcement shall make an inspection and issue a certificate of compliance, if the dwelling unit complies with the 2015 International Property Maintenance Code of the City of Asbury Park.

C. Certificate of Resale Compliance for all Real Property at Time of Sale and Transfer of Title. The Department of Neighborhood Preservation and Code Enforcement shall make available appropriate application forms for a Certificate of Resale Compliance in its' office, and/or by any other means available. It is the responsibility of the seller, the seller's real estate agent or broker, to apply to the Department of Neighborhood Preservation and Code Enforcement, not more than thirty (30) days, nor less than (10) days prior to the expected date of sale, for inspection by the Code Official or housing inspector. If such inspection indicates that the building is in compliance with the provisions of the 2015 International Property Maintenance Code of the City of Asbury Park, a Certificate of Resale Compliance is issued to the applicant. If the building is not in compliance, a list of existing deficiencies and violations is provided to the seller who shall correct them prior to closing of title in the sale.

- 1) The buyer of a property for which a Certificate of Resale Compliance is required may elect to make the corrections necessary to obtain the Certificate of Resale Compliance required hereunder. In that event, upon delivery to the code official of a written Letter of Intent, signed by the buyer(s), with their signatures being notarized, indicating their agreement for making all such necessary repairs to bring the property into compliance within a time acceptable to the city, then a Conditional Certificate of Resale Compliance may be issued. In no event is the time period permitted for the buyer(s) to make repairs after sale to be greater than six months.

D. The Certificate of Resale Compliance, as set forth above, shall be valid for a period of thirty (30) days from the date of issue. At the end of the thirty (30) days, the Certificate of Resale Compliance shall expire, and a new application and inspection must be submitted and obtained prior to closing of title on the sale of the property may occur.

E. Violations of any requirement of this chapter must be corrected by the owner of the unit/property before the issuance of a Certificate of Rental or Resale Compliance. The responsibility for correction of a violation, except in the case of a rental, may be assumed by the buyer, with the written notification and approval of the seller, buyer and Department of Neighborhood Preservation and Code Enforcement.

F. Failure by seller to apply for and/or obtain a Certificate of Resale Compliance prior to transfer of title, or failure of a buyer to complete agreed-upon repairs within the time deemed acceptable by the City, constitutes a violation of this chapter. Both the seller and buyer shall be in violation of this Code, in the event a closing of title on the sale of property occurs without first obtaining a Certificate of Resale Compliance, in accordance with the procedures in this Code.

G. In no event shall the issuance of a Certificate of Rental or Resale Compliance pursuant to this Code be considered the same as, or a substitute for, a Certificate of Occupancy under the New Jersey Uniform Construction Code, N.J.A.C. 52:27D-119 et seq., as required in Chapter XII of this Code.

SECTION 104 -- RENTAL REGULATIONS AND REGISTRATION OF RENTAL PROPERTIES AND LANDLORDS. RESERVED

SECTION 105 - DUTIES AND POWERS OF THE CODE OFFICIAL

105.1 General.

The code official is hereby authorized and directed to enforce the provisions of this code. The code official shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.

105.2 Inspections.

The code official shall make all of the required inspections, or shall accept reports of inspection by approved agencies or individuals. Reports of such inspections shall be in writing and be certified by a responsible officer of such approved agency or by the responsible individual. The code official is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the appointing authority.

105.3 Right of entry.

In accordance with State and case law, where it is necessary to make an inspection to enforce the provisions of this code, or whenever the code official has reasonable cause to believe that there exists in a structure or upon a premises a condition in violation of this code, the code official, or a code officer in this Department, is authorized to enter the structure or premises at reasonable times to inspect or perform the duties imposed by this code, provided that if such structure or

premises is occupied the code official or officer shall present credentials to the occupant and request entry. If such structure or premises is unoccupied, the code official shall first make a reasonable effort to locate the owner, owner's authorized agent or other person having charge or control of the structure or premises and request entry. If entry is refused, the code official shall have recourse to the remedies provided by law to secure entry.

105.4 Identification.

The code official shall carry proper identification when inspecting structures or premises in the performance of duties under this code.

105.5 Notices and orders.

The code official shall issue all necessary notices or orders to ensure compliance with this code.

105.6 Department records.

The code official shall keep official records of all business and activities of the department specified in the provisions of this code. Such records shall be retained in the official records for the period required for retention of public records.

SECTION 106 - APPROVAL

106.1 Modifications.

Existing State of New Jersey law, code, regulations and rules shall govern required repairs. In most circumstances, the repairs will be completed under the auspices of the applicable Construction or subcode official (for example: Fire or electrical subcode official and the regulations that govern them). The Construction or subcode official will have jurisdiction over the permitting and repair process. Whenever there are practical difficulties involved in carrying out the provisions of this code, the code official shall have the authority to grant modifications for individual cases upon application of the owner or owner's authorized agent, provided the code official shall first find that special individual reason makes the strict letter of this code impractical, the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, life and fire safety requirements. The details of action granting modifications shall be recorded and entered in the department files.

106.2 Alternative materials, methods and equipment.

Existing State of New Jersey law, code, regulations and rules shall govern required repairs. In most circumstances, the repairs will be completed under the auspices of the applicable Construction or subcode official (for example: Fire or electrical subcode official and the regulations that govern them). The Construction or subcode official will have jurisdiction over the permitting and repair process. The provisions of this code are not intended to prevent the installation of any material or to prohibit any method of construction not specifically prescribed by this code, provided that any such alternative has been approved. An alternative material or method of construction shall be approved where the Construction official finds that the proposed

design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, at least the equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability and safety. Where the alternative material, design or method of construction is not approved, the code official shall respond in writing, stating the reasons the alternative was not approved.

106.3 Required testing.

Whenever there is insufficient evidence of compliance with the provisions of this code or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the Construction official shall have the authority to require tests to be made as evidence of compliance at no expense to the jurisdiction.

106.3.1 Test methods.

Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the Construction official shall be permitted to approve appropriate testing procedures performed by an approved agency.

106.3.2 Test reports.

Reports of tests shall be retained by the code official for the period required for retention of public records.

106.4 Used material and equipment.

The use of used materials that meet the requirements of this Code for new materials is permitted. Materials, equipment and devices shall not be reused unless such elements are in good repair or have been reconditioned and tested where necessary, placed in good and proper working condition and approved by the Construction official.

106.5 Approved materials and equipment.

Materials, equipment and devices approved by the Construction official shall be constructed and installed in accordance with such approval.

106.6 Research reports.

Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid research reports from approved sources.

SECTION 107 -- VIOLATIONS

107.1 Unlawful acts.

It shall be unlawful for a person, firm or corporation to be in conflict with or in violation of any of the provisions of this Code.

107.2 Notice of violation.

The code official shall serve a notice of violation or order in accordance with Section 108.

107.3 Prosecution of violation.

Any person failing to comply with a notice of violation or order served in accordance with Section 108 of this Code shall be deemed guilty of a misdemeanor or civil infraction as determined by the local municipality. If the notice of violation is not complied with, the code official shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction on such premises shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

107.4 Violation penalties.

Any person who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be prosecuted within the limits provided by state or local laws. Each day that a violation continues after due notice has been served shall be deemed a new and separate offense.

107.5 Abatement of violation.

The imposition of the penalties herein prescribed shall not preclude the legal officer of the jurisdiction from instituting appropriate action to restrain, correct or abate a violation, or to prevent illegal occupancy of a building, structure or premises, or to stop an illegal act, conduct, business or utilization of the building, structure or premises.

SECTION 108 -- NOTICES AND ORDERS

108.1 Notice to person responsible.

Whenever the code official determines that there has been a violation of this code or has grounds to believe that a violation has occurred, notice shall be given in the manner prescribed in Sections 108.2 and 108.3 to the person responsible for the violation as specified in this code. Notices for condemnation procedures shall also comply with Section 108.3.

108.2 Form.

Such notice prescribed in Section 108.1 shall be in accordance with all of the following:

1. Be in writing.
2. Include a description of the real estate sufficient for identification.
3. Include a statement of the violation or violations and why the notice is being issued.
4. Include a correction order allowing a reasonable time to make the repairs and improvements required to bring the dwelling unit or structure into compliance with the provisions of this Code.
5. Inform the property owner or owner's authorized agent of the right to appeal.
6. Include a statement of the right to file a lien in accordance with Section 107.3.

108.3 Method of service.

Such notice shall be deemed to be properly served if a copy thereof is:

1. Delivered personally;
2. Sent by certified and first-class mail addressed to the last known address; or
3. If the notice is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice.

108.4 Unauthorized tampering.

Signs, tags or seals posted or affixed by the code official shall not be mutilated, destroyed or tampered with, or removed without authorization from the code official.

108.5 Penalties.

Penalties for noncompliance with Orders and Notices shall be as set forth in Section 107.3

108.6 Transfer of ownership.

It shall be unlawful for the owner of any dwelling unit or structure who has received a compliance order or upon whom a notice of violation has been served to sell, transfer, mortgage, lease or otherwise dispose of such dwelling unit or structure to another until the provisions of the compliance order or notice of violation have been complied with, or until such owner or the owner's authorized agent shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of violation issued by the code official and shall furnish to the code official a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such compliance order or notice of violation and fully accepting the responsibility without condition for making the corrections or repairs required by such compliance order or notice of violation. The Department of Neighborhood Preservation and

Code Enforcement shall create, maintain and update forms to comply with this section from time-to-time.

108. 7 Notice Requirements.

a. *Five Day Notice Period.* A minimum five (5) day notice period prior to the issuance of the Summons for the following violation:

1. Transfer of Title Without Disclosure to purchaser of existing Violations.

b. *Forty-Eight Hour Notice Period.* A minimum forty-eight (48) hour notice period prior to the issuance of a Summons for the following violations:

1. Failure to remove weeds or plant growth deemed as a nuisance, in the discretion of the Code Official or officer

2. Any other items or violations in the discretion of the Code official or officer, deemed compliant with this section.

c. *No Notice Required.* No notices of violation shall be required prior to the issuance of a Summons for the following violations:

1. failure to provide Required Utilities (Water)
2. failure to provide Required Utilities (Electric and Heat)
3. failure to obtain a Certificate of Occupancy before Occupancy or Transfer of Title prior to closing of title
4. Trash at curb on days when pickup is not scheduled and not in compliance with the Solid Waste chapter of the City Code
5. Failure to provide proper snow removal.
6. Prohibited occupancy of a placarded structure;
7. Sanitation (exterior property and premises to be maintained clean and sanitary);
8. Grass, Weeds and plant growth in excess of 10 inches unless previous direction or communication has been provided;
9. accumulations of garbage or rubbish;
10. failure to provide clean, sanitary disposal of rubbish in a container;
11. failure to provide clean, sanitary disposal of garbage in a container;
12. overcrowding;
13. occupying non-habitable spaces for sleeping purposes;
14. failure to maintain a safe, unobstructed means of egress;
15. accumulations of trash, rubbish or other materials blocking egress;
16. tampering with a smoke or carbon monoxide detector;
17. failure to provide operable smoke and carbon monoxide systems at all times;
18. Any other items or violations deemed compliant with this section, which, in the discretion of the Code official or officer, affect the health or safety concerns of the citizens.

SECTION 109 -- UNSAFE STRUCTURES AND EQUIPMENT

109.1 General.

When a structure or equipment is found by the Code Official to be unsafe, or when a structure is found unfit for human occupancy, or is found unlawful, such structure shall be condemned pursuant to the provisions of this Code.

109.1.1 Unsafe structures.

An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

109.1.2 Unsafe equipment.

Unsafe equipment includes any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers or other equipment on the premises or within the structure which is in such disrepair or condition that such equipment is a hazard to life, health, property or safety of the public or occupants of the premises or structure.

109.1.3 Structure unfit for human occupancy.

A structure is unfit for human occupancy whenever the Code Official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, roach, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this Code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

109.1.4 Unlawful structure.

An unlawful structure is one found in whole or in part to be occupied by more persons than permitted under this Code, or was erected, altered or occupied contrary to law.

109.1.5 Dangerous structure or premises.

For the purpose of this Code, any structure or premises that has any or all of the conditions or defects described below shall be considered dangerous:

1. Any door, aisle, passageway, stairway, exit or other means of egress that does not conform to the approved building or fire code of the jurisdiction as related to the requirements for existing buildings.

2. The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.
3. Any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged.
4. Any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof that is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting natural or artificial loads of one and one-half the original designed value.
5. The building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way.
6. The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.
7. The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.
8. Any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.
9. A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the code official to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.
10. Any building or structure, because of a lack of sufficient or proper fire-resistance-rated construction, fire protection systems, electrical system, fuel connections, mechanical system, plumbing system or other cause, is determined by the code official to be a threat to life or health.
11. Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.

109.2 Closing of vacant structures.

If the structure is vacant and unfit for human habitation and occupancy, and is not in danger of structural collapse, the code official is authorized to post a placard of condemnation on the premises and order the structure closed up so as not to be an attractive nuisance. Upon failure of the owner or owner's authorized agent to close up the premises within the time specified in the order, the code official shall cause the premises to be closed and secured through any available public agency or by contract or arrangement by private persons and the cost thereof shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate and shall be collected by any other legal resource.

109.2.1 Authority to disconnect service utilities.

The code official shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this code and the referenced codes and standards set forth in Section 102.7 in case of emergency where necessary to eliminate an immediate hazard to life or property or where such utility connection has been made without approval. The code official shall notify the serving utility and, whenever possible, the owner or owner's authorized agent and occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnection the owner, owner's authorized agent or occupant of the building structure or service system shall be notified in writing as soon as practical thereafter.

109.3 Notice.

Whenever the code official has condemned a structure or equipment under the provisions of this section, notice shall be posted in a conspicuous place in or about the structure affected by such notice and served on the owner, owner's authorized agent or the person or persons responsible for the structure or equipment in accordance with Section 107.3. If the notice pertains to equipment, it shall be placed on the condemned equipment. The notice shall be in the form prescribed in Section 107.2.

109.4 Placarding.

Upon failure of the owner, owner's authorized agent or person responsible to comply with the notice provisions within the time given, the code official shall post on the premises or on defective equipment a placard bearing the word "Condemned" and a statement of the penalties provided for occupying the premises, operating the equipment or removing the placard.

109.4.1 Placard removal.

The code official shall remove the condemnation placard whenever the defect or defects upon which the condemnation and placarding action were based have been eliminated. Any person who defaces or removes a condemnation placard without the approval of the code official shall be subject to the penalties provided by this code.

109.5 Prohibited occupancy.

Any occupied structure condemned and placarded by the code official shall be vacated as ordered by the code official. Any person who shall occupy a placarded premises or shall operate placarded equipment, and any or person responsible for the premises who shall let anyone occupy a placarded premises or operate placarded equipment shall be liable for the penalties provided by this code.

109.6 Abatement methods.

The owner, owner's authorized agent, operator or occupant of a building, premises or equipment deemed unsafe by the code official shall abate or cause to be abated or corrected such unsafe conditions either by repair, rehabilitation, demolition or other approved corrective action.

109.7 Record.

The code official shall cause a report to be filed on an unsafe condition. The report shall state the occupancy of the structure and the nature of the unsafe condition.

SECTION 110 -- EMERGENCY MEASURES**110.1 Imminent danger.**

When, in the opinion of the code official, there is imminent danger of failure or collapse of a building or structure that endangers life, or when any structure or part of a structure has fallen and life is endangered by the occupation of the structure, or when there is actual or potential danger to the building occupants or those in the proximity of any structure because of explosives, explosive fumes or vapors or the presence of toxic fumes, gases or materials, or operation of defective or dangerous equipment, the code official is hereby authorized and empowered to order and require the occupants to vacate the premises forthwith. The code official shall cause to be posted at each entrance to such structure a notice reading as follows: "This Structure Is Unsafe and Its Occupancy Has Been Prohibited by the Code Official." It shall be unlawful for any person to enter such structure except for the purpose of securing the structure, making the required repairs, removing the hazardous condition or of demolishing the same.

110.2 Temporary safeguards.

Notwithstanding other provisions of this Code, whenever, in the opinion of the code official, there is imminent danger due to an unsafe condition, the code official shall order the necessary work to be done, including the boarding up of openings, to render such structure temporarily safe whether or not the legal procedure herein described has been instituted; and shall cause such other action to be taken as the code official deems necessary to meet such emergency.

110.3 Closing streets.

When necessary for public safety, the code official shall temporarily close structures and close, or order the authority having jurisdiction to close, sidewalks, streets, public ways and places

adjacent to unsafe structures, and prohibit the same from being utilized. The Code Official shall immediately contact the Chief of Police (or highest ranking officer), Fire Chief and the City Manager.

110.4 Emergency repairs.

For the purposes of this section, the code official shall employ the necessary labor and materials to perform the required work as expeditiously as possible. This work shall be then liened against the property as to ensure complete reimbursement.

110.5 Costs of emergency repairs.

Costs incurred in the performance of emergency work shall be paid by the jurisdiction. The legal counsel of the jurisdiction shall institute appropriate action against the owner of the premises or owner's authorized agent where the unsafe structure is or was located for the recovery of such costs.

110.6 Hearing.

Any person ordered to take emergency measures shall comply with such order forthwith. Any affected person shall thereafter, upon petition directed to the appeals board, be afforded a hearing as described in this code.

SECTION 111 - DEMOLITION

111.1 General.

The code official shall order the owner or owner's authorized agent of any premises upon which is located any structure, which in the code official's or owner's authorized agent judgment after review is so deteriorated or dilapidated or has become so out of repair as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to demolish and remove such structure; or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary, or to board up and hold for future repair or to demolish and remove at the owner's option; or where there has been a cessation of normal construction of any structure for a period of more than two years, the code official shall order the owner or owner's authorized agent to demolish and remove such structure, or board up until future repair. Boarding the building up for future repair shall not extend beyond six months, unless approved by the Construction official.

111.2 Notices and orders.

Notices and orders shall comply with Section 108.

111.3 Failure to comply.

If the owner of a premises or owner's authorized agent fails to comply with a demolition order

within the time prescribed, the code official shall cause the structure to be demolished and removed, either through an available public agency or by contract or arrangement with private persons, and the cost of such demolition and removal shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

111.4 Salvage materials.

When any structure has been ordered demolished and removed, the governing body or other designated officer under said contract or arrangement aforesaid shall have the right to sell the salvage and valuable materials. The net proceeds of such sale, after deducting the expenses of such demolition and removal, shall be promptly remitted with a report of such sale or transaction, including the items of expense and the amounts deducted, for the person who is entitled thereto, subject to any order of a court. If such a surplus does not remain to be turned over, the report shall so state. All sales of materials shall be in accordance with the Local Public Contracts Law or Court Order.

SECTION 112 -- MEANS OF APPEAL

112.1 Application for appeal.

Any person directly affected by a decision of the code official or a notice or order issued under this code shall have the right to appeal to the court of competent jurisdiction.

SECTION 113 -- STOP WORK ORDER

113.1 Authority.

Whenever the code official finds any work regulated by this code being performed in a manner contrary to the provisions of this code or in a dangerous or unsafe manner, the code official is authorized to issue a stop work order.

113.2 Issuance.

A stop work order shall be in writing and shall be given to the owner of the property, to the owner's authorized agent, or to the person doing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work is authorized to resume.

113.3 Emergencies.

Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work.

113.4 Failure to comply.

Any person who shall continue any work after having been served with a stop work order, except

such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less or more than established by Ordinance.

SECTION 200 - DEFINITIONS

SECTION 201 - GENERAL

201.1 Scope.

Unless otherwise expressly stated, the following terms shall, for the purposes of this code, have the meanings shown in this chapter.

201.2 Interchangeability.

Words stated in the present tense include the future; words stated in the masculine gender include the feminine and neuter; the singular number includes the plural and the plural, the singular.

201.3 Terms defined in other codes.

Where terms are not defined in this code and are defined in the code of the State of New Jersey, the New Jersey Uniform Construction Code, the International Building Code, International Existing Building Code, International Fire Code, International Fuel Gas Code, International Mechanical Code, International Plumbing Code, International Residential Code, International Zoning Code, NFPA 70, or local definition, such terms shall have the meanings ascribed to them as stated in those codes.

201.4 Terms not defined.

Where terms are not defined through the methods authorized by this section, such terms shall have ordinarily accepted meanings such as the context implies.

201.5 Parts.

Whenever the words "dwelling unit," "dwelling," "premises," "building," "rooming house," "rooming unit," "housekeeping unit" or "story" are stated in this code, they shall be construed as though they were followed by the words "or any part thereof."

SECTION 202 - GENERAL DEFINITIONS

ANCHORED. Secured in a manner that provides positive connection.

APPROVED. Acceptable to the code official.

BASEMENT. That portion of a building which is partly or completely below grade.

BATHROOM. A room containing plumbing fixtures including a bathtub or shower.

BEDROOM. Any room or space used or intended to be used for sleeping purposes in either a

dwelling or sleeping unit.

CODE OFFICIAL. The official who is charged with the administration and enforcement of this code, or any duly authorized representative; such as inspectors. Commonly referred to as:

Director of the Department of Neighborhood Preservation

CONDEMN. To adjudge unfit for occupancy.

COST OF SUCH DEMOLITION OR EMERGENCY REPAIRS. The costs shall include the actual costs of the demolition or repair of the structure less revenues obtained if salvage was conducted prior to demolition or repair. Costs shall include, but not be limited to, expenses incurred or necessitated related to demolition or emergency repairs, such as asbestos survey and abatement if necessary; costs of inspectors, testing agencies or experts retained relative to the demolition or emergency repairs; costs of testing; surveys for other materials that are controlled or regulated from being dumped in a landfill; title searches; mailing(s); postings; recording; and attorney fees expended for recovering of the cost of emergency repairs or to obtain or enforce an order of demolition made by a code official, the governing body or board of appeals.

DETACHED. When a structural element is physically disconnected from another and that connection is necessary to provide a positive connection.

DETERIORATION. To weaken, disintegrate, corrode, rust or decay and lose effectiveness.

DWELLING UNIT. A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

EASEMENT. That portion of land or property reserved for present or future use by a person or agency other than the legal fee owner(s) of the property. The easement shall be permitted to be for use under, on or above a said lot or lots.

EQUIPMENT SUPPORT. Those structural members or assemblies of members or manufactured elements, including braces, frames, lugs, snuggers, hangers or saddles, that transmit gravity load, lateral load and operating load between the equipment and the structure.

EXTERIOR PROPERTY. The open space on the premises and on adjoining property under the control of owners or operators of such premises.

GARBAGE. The animal or vegetable waste resulting from the handling, preparation, cooking and consumption of food.

GUARD. A building component or a system of building components located at or near the open sides of elevated walking surfaces that minimizes the possibility of a fall from the walking surface to a lower level.

HABITABLE SPACE. Space in a structure for living, sleeping, eating or cooking. Bathrooms, toilet rooms, closets, halls, storage or utility spaces, and similar areas are not considered habitable spaces.

HISTORIC BUILDING

1. Listed or certified as eligible for listing, by the State Historic Preservation Officer or the Keeper of the National Register of Historic Places, in the National Register of Historic Places.
2. Designated as historic under an applicable state or local law.
3. Certified as a contributing resource within a National Register or state or locally designated historic district.

HOUSEKEEPING UNIT. A room or group of rooms forming a single habitable space equipped and intended to be used for living, sleeping, cooking and eating which does not contain, within such a unit, a toilet, lavatory and bathtub or shower.

IMMINENT DANGER. A condition which could cause serious or life-threatening injury or

death at any time.

INFESTATION. The presence, within or contiguous to, a structure or premises of insects, rats, vermin or other pests.

INOPERABLE MOTOR VEHICLE. A vehicle which cannot be driven upon the public streets for reason including but not limited to being unlicensed, wrecked, abandoned, in a state of disrepair, or incapable of being moved under its own power.

LABELED. Equipment, materials or products to which have been affixed a label, seal, symbol or other identifying mark of a nationally recognized testing laboratory, inspection agency or other organization concerned with product evaluation that maintains periodic inspection of the production of the above-labeled items and whose labeling indicates either that the equipment, material or product meets identified standards or has been tested and found suitable for a specified purpose.

LET FOR OCCUPANCY or LET. To permit, provide or offer possession or occupancy of a dwelling, dwelling unit, rooming unit, building, premise or structure by a person who is or is not the legal owner of record thereof, pursuant to a written or unwritten lease, agreement or license, or pursuant to a recorded or unrecorded agreement of contract for the sale of land.

MANUFACTURER RECOMMENDATION. Equipment, materials or products to which have been affixed a label, seal, symbol or other identifying how they are to be property installed, maintained, etc.

NEGLECT. The lack of proper maintenance for a building or structure.

OCCUPANCY. The purpose for which a building or portion thereof is utilized or occupied.

OCCUPANT. Any individual living or sleeping in a building, or having possession of a space within a building.

OPENABLE AREA. That part of a window, skylight or door which is available for unobstructed ventilation and which opens directly to the outdoors.

OPERATOR. Any person who has charge, care or control of a structure or premises which is let or offered for occupancy.

OWNER. Any person, agent, operator, firm or corporation having legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

PERSON. An individual, corporation, partnership or any other group acting as a unit.

PEST ELIMINATION. The control and elimination of insects, rodents or other pests by eliminating their harborage places; by removing or making inaccessible materials that serve as their food or water; by other approved pest elimination methods.

PREMISES. A lot, plot or parcel of land, easement or public way, including any structures thereon.

PUBLIC WAY. Any street, alley or similar parcel of land essentially unobstructed from the ground to the sky, which is deeded, dedicated or otherwise permanently appropriated to the public for public use.

REPAIRS; EMERGENT - COMPLETING OF. Any repairs authorized by a third party and in accordance with the Local Public Contracts Law, by the code official or other authorized City represented who shall have the power to lien a property;

ROOMING HOUSE. A building arranged or occupied for lodging, with or without meals, for compensation and not occupied as a one- or two-family dwelling.

ROOMING UNIT. Any room or group of rooms forming a single habitable unit occupied or intended to be occupied for sleeping or living, but not for cooking purposes.

RUBBISH. Combustible and noncombustible waste materials, except garbage; the term shall include the residue from the burning of wood, coal, coke and other combustible materials, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery and dust and other similar materials.

SLEEPING UNIT. A room or space in which people sleep, which can also include permanent provisions for living, eating and either sanitation or kitchen facilities, but not both. Such rooms and spaces that are also part of a dwelling unit are not sleeping units.

STRICT LIABILITY OFFENSE. An offense in which the prosecution in a legal proceeding is not required to prove criminal intent as a part of its case. It is enough to prove that the defendant either did an act which was prohibited, or failed to do an act which the defendant was legally required to do.

STRUCTURE. That which is built or constructed or a portion thereof.

TENANT. A person, corporation, partnership or group, whether or not the legal owner of record, occupying a building or portion thereof as a unit.

TOILET ROOM. A room containing a water closet or urinal but not a bathtub or shower.

ULTIMATE DEFORMATION. The deformation at which failure occurs and which shall be deemed to occur if the sustainable load reduces to 80 percent or less of the maximum strength.

VENTILATION. The natural or mechanical process of supplying conditioned or unconditioned air to, or removing such air from, any space.

WORKMANLIKE. Executed in a skilled manner; e.g., generally plumb, level, square, in line, undamaged and without marring adjacent work.

YARD. An open space on the same lot with a structure.

CHAPTER 13 - SECTION 300

GENERAL REQUIREMENTS

CHAPTER 13 - SECTION 301-- GENERAL

301.1 Scope.

The provisions of this chapter shall govern the minimum conditions and the responsibilities of persons for maintenance of structures, equipment and exterior property.

301.2 Responsibility.

The owner of the premises shall maintain the structures and exterior property in compliance with these requirements, except as otherwise provided for in this code. A person shall not occupy as owner-occupant or permit another person to occupy premises that are not in a sanitary and safe condition and that do not comply with the requirements of this chapter.

Occupants of a dwelling unit, rooming unit or housekeeping unit are responsible for keeping in a clean, sanitary and safe condition that part of the dwelling unit, rooming unit, housekeeping unit or premises which they occupy and control.

301.3 Vacant structures and land.

Vacant structures and premises thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.

301.4 Manufacturer Recommendation

All equipment, materials or products to which have been affixed a label, seal, symbol or other identifying how they are to be properly installed, maintained, etc.

301.5 More Stringent Regulation(s) to Apply - Code Enforcement

All other ordinances or parts of ordinances, or rules, regulations, etc., in conflict herewith with regards to Code Enforcement activities are hereby repealed to the extent of such consistency, except where such other ordinances or parts of ordinances provide for a higher or more stringent standard, in which event, that higher or more stringent standard shall apply.

301.5 More Stringent Regulation(s) to Apply - Other Code

All other ordinances or parts of ordinances, or rules, regulations, etc., in conflict herewith with regards to other Federal, State, County or local are hereby repealed to the extent of such consistency, except where such other ordinances or parts of ordinances provide for a higher or more stringent standard, in which event, that higher or more stringent standard shall apply. Nothing shall permit the code official to write a corrective action notice or citation based upon these codes

301.5 Willful Damage

Willful Damage. Every occupant shall be liable for willfully or maliciously causing damage to any part of the premises that results in a violation of this code. Any adult occupant shall be responsible and liable for any violation of this code caused by minors under their care or custody occupying the same unit of dwelling space, if the violations were permitted to continue with the knowledge or acquiescence or consent of the adult member.

SECTION 302 -- EXTERIOR PROPERTY AREAS

As used in this section:

Trash or debris shall mean and include the following:

Automobile left standing in an unlicensed and unusable state or condition, or parts thereof left outside of an enclosed garage, scraps of metal, wood, pieces of stone, cement, cans, bottles, scrap paper, or a combination thereof, left in such a condition as to create an unsightly, unhealthful, unsafe, or unsanitary condition, or in such manner as would constitute a fire or health hazard.

302.1 Sanitation.

Exterior property and premises shall be maintained in a clean, safe and sanitary condition. The occupant shall keep that part of the exterior property that such occupant occupies or controls in a clean and sanitary condition, free of trash or debris.

302.2 Duties of Owners and Tenants.

It shall be the duty of any owner or tenant or person in possession of any lands in the City:

- a. To keep such lands free of brush, weeds, dead and dying trees, stumps, roots, obnoxious growths, filth, garbage, trash and debris, where the same are inimical to the preservation of public health, safety or general welfare of the City, or which may constitute a fire hazard;
- b. Where the lands abut or border upon any public street or alley in the City, to remove all grass, weeds, brush and other debris from that part of the street or alley bordering on their respective lands.

302.3 Grading and drainage.

Premises shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon, or within any structure located thereon.

Exception: Approved retention areas and reservoirs.

302.3 (a) Filling of Land to Grade.

It is hereby declared to be the duty of the owner or owners of any and all lots in this City to fill and cause each and every lot to be maintained properly filled to grade at all times. This requirement shall apply to vacant lands, areas of lands not plotted into lots and lots upon which improvements are erected.

302.4 Sidewalks and driveways.

Sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free from hazardous.

302.5 Weeds.

Premises and exterior property shall be maintained free from weeds, moss, algae or plant growth in excess of six inches. Noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

Upon failure of the owner or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with Section 106.3 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the

jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the owner or agent responsible for the property. A bill may be sent or a lien placed upon said property.

Upon mailing date of the notice of violation, owner or agent having charge of a property to cut and destroy weeds after service, the owner shall have one calendar week to abate the issue and then the City shall be authorized to enter the property. A bill may be sent or a lien placed upon said property.

302.6 Rodent harborage.

Structures and exterior property shall be kept free from rodent harborage and infestation. Where rodents are found, they shall be promptly exterminated by approved processes that will not be injurious to human health.

302.6(1) Rodent harborage - continuous maintenance

After pest elimination as per Section 302.5, proper precautions shall be taken to eliminate rodent harborage and prevent re-infestation.

302.7 Exhaust vents.

Pipes, ducts, conductors, fans or blowers shall not discharge gases, steam, vapor, hot air, grease, smoke, odors or other gaseous or particulate wastes directly upon abutting or adjacent public or private property or that of another tenant.

302.8 Accessory structures.

Accessory structures, including detached garages, fences and walls, shall be maintained structurally sound and in good repair.

302.9 Motor vehicles.

Except as provided for in other regulations, no inoperative or unlicensed motor vehicle shall be parked, kept or stored on any premises, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an approved spray booth.

a. Automobile(s) left standing in an unlicensed and unusable state or condition, or parts thereof left outside of an enclosed garage, so as to be accessible to children, rodents, vermin, or insect pests, or in such condition or location as to create an unsightly appearance to neighboring property owners or the general public are prohibited.

Exception: A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and approved for such purposes.

b. No trailer of any size for vehicle repair which provides enclosed storage shall be parked, kept or stored on any premises. This prohibition shall not apply to trash, refuse or recycling containers or to any trailer owned by the municipality or being used in connection with any temporary function, including a circus or carnival, which is approved by the municipality.

302.10 Defacement of property.

No person shall willfully or wantonly damage, mutilate or deface any exterior surface of any structure or building on any private or public property by placing thereon any marking, carving or graffiti.

It shall be the responsibility of the owner to restore said surface to an approved state of maintenance and repair.

302.10.1 GRAFFITI ABATEMENT.

302.10.2 Purpose and Intent.

The City Council of the City of Asbury Park finds graffiti on public or private property a blighting element, which leads to depreciation of the value of property that has been targeted by such vandalism and depreciates the value of the adjacent and surrounding properties to the extent that graffiti creates a negative impact upon the entire City.

The City Council finds and determines that graffiti is obnoxious and a public nuisance, and must be eliminated by means of prevention, education and abatement to avoid the detrimental impact of such graffiti on the City and its residents, and to prevent the further spread of graffiti.

The purpose and intent of the City Council, through the adoption of this section, is to provide additional enforcement tools to protect public and private property from acts of vandalism and defacement. It is the further intent of the City Council, through the adoption of this section, to provide notice to all of those who disregard the property rights of others, that the law enforcement agencies of the City, the Departments of Code Enforcement and Neighborhood Preservation and the City Attorney, will strictly enforce the law and vigorously prosecute those persons engaging in violations of this section.

302.10.3 Definitions.

Aerosol paint container shall mean any aerosol container, which is adapted or made for the purpose of spraying paint or other substance capable of defacing property.

Felt-tip marker shall mean any tipped style marker or similar implement with a tip which, at its broadest width, is one-eighth (1/8) inch, or greater.

Graffiti shall mean any unauthorized inscribing, word, figure, or design which is marked, etched, scratched, drawn, painted, pasted or otherwise affixed to or on any surface, regardless of the nature of the material of that structural component, to the extent the same was not authorized in advance by the owner thereof, or despite advance authorization, is otherwise deemed by the City Council to be a public nuisance.

Graffiti implement shall mean an aerosol paint container, a felt tip marker, or any other device

containing any solution or substance capable of being used to leave a visible mark at least one-eighth (1/8) of an inch in width upon any surface.

302.10.4 Declaration of Nuisance.

- a. The City Council hereby declares and finds graffiti to be a nuisance subject to abatement according to the provisions and procedures herein contained and as authorized by New Jersey Statutes N.J.S.A. 40:48-1 et seq.
- b. The existence of any surface of a structure on any privately owned parcel of land which has been defaced with graffiti after removal more than five (5) times in twelve (12) months is hereby deemed to be a nuisance, and may be abated by the City by order of the City Council requiring modifications thereto, or to the immediate area surrounding same. Such modifications may include, but are not limited to retrofitting of such surfaces at the expense of the property owner(s) of said lot, with such features or qualities as may be established by the City as necessary to reduce the attractiveness of the surface for graffiti, or as necessary to permit more convenient, expedient or efficient removal of graffiti therefrom.

302.10.5 Graffiti Prohibited.

- a. No person shall place graffiti or other writing upon any public or privately owned tree or structures including, but not limited to, buildings, walls, fences, poles, sidewalks and signs, ("structures" hereinafter in this section) located within the City. It shall also be unlawful for any person to apply or affix any adhesive backed label, sticker, "bumper sticker" or similar item, to any tree or structure not owned or lawfully possessed by such person.
- b. No person owning or otherwise in control of any real property within the City shall permit or allow any graffiti to be placed upon or remain on any structure located on such property.

302.10.6 Possession of Graffiti Implements by Minors Prohibited.

Possession of any graffiti implement by any person under the age of eighteen (18) years with the intent to deface property while upon public or private property shall be unlawful unless that minor has received the consent of the owner of such private property whose consent to such possession and presence is given in writing in advance or unless that minor is accompanied by and under the supervision of a parent or legal guardian. This provision shall not apply to the possession of felt tip markers by minors attending, or traveling to or from a school at which the minor is enrolled, if the minor is participating in a class at said school, which formally requires possession of such felt tip markers. The burden of proof in any prosecution for violation of this subsection shall be upon the minor student to establish the need to possess a felt tip marker.

302.10.7 Possession of Graffiti Implements Prohibited in Designated Public Places.

Possession of any graffiti implement by any person under the age of eighteen (18) years with the intent to deface property while in any public park, playground, swimming pool, recreational facility, or while in or within ten (10) feet of an underpass, bridge abutment, storm drain, or other

similar type of infrastructure not normally used by the public shall be unlawful except as may be authorized by the City or unless that minor is accompanied by and under the supervision and control of a parent or legal guardian.

302.10.8 Accessibility to Graffiti Implements Prohibited.

Furnishing of Graffiti Implements to Minors Prohibited. It shall be unlawful for any person, other than a parent or legal guardian, to sell, exchange, give, loan, or otherwise furnish, or cause or permit to be exchanged, given, loaned, or otherwise furnished, any graffiti implement to any minor without the consent of the parent or lawful guardian which consent shall be given in advance in writing.

302.10.9 Right of City to Require Removal.

a. In the event graffiti is found, the City shall provide the owner of record written notice of an order to remove said graffiti be certified mail and regular mail, which order shall afford the owner the opportunity to remove the graffiti within sixty (60) days of the date that the notice is sent, however, any government agency or department shall be afforded one hundred twenty (120) days from the date that the notice is sent to remove graffiti from property owned by the agency or department.

b. The City's order to remove shall contain a form to be utilized by a property owner to inform the City that the graffiti has been removed and shall contain a certification stating that by affixing a signature to the form indicating that the graffiti has been removed, the owner is certifying that the facts set forth therein are true and that the certification shall be considered as if made under oath and subject to the same penalties as provided by law for perjury.

302.10.10 Response to Order to Remove Graffiti from Property Owner.

A property owner who has been ordered to remove graffiti shall respond to the City by personal delivery or certified mail:

- a. Any objection to the order, within thirty (30) days of the date of the order;
- b. Notice that the graffiti has been removed, within sixty (60) days of the date of the order, or in the case of the State Department of Transportation, within one hundred twenty (120) days of the date of the order.

302.10.11 Objection to Order to Remove Graffiti.

A property owner who objects to an order to remove graffiti may institute an action challenging the order before a court of competent jurisdiction within forty five (45) days of the date of the order.

302.10.12 Failure to Comply with Order to Remove Graffiti.

a. If a property owner does not undertake the removal of graffiti within sixty (60) days of the date of the order, or in the case of the Department of Transportation, within one hundred twenty (120) days of the date of the order, unless an action challenging the order to remove graffiti is still pending, the City may remove the graffiti from that property and present the property owner with a detailed itemization of the costs incurred by the City, by certified mail and regular mail, for reimbursement from the property owner.

b. Whenever the City undertakes the removal of graffiti from any building, structure or other exposed surface, the City Council, in addition to assessing the cost of removal as municipal lien against the premises, may enforce the payment of such assessment, together with interest, as a debt of the owner of the property and may authorize the institution of an action at law for the collection thereof. The Superior Court shall have jurisdiction of any such action.

302.10.13 Right of City to Remove.

a. Whenever the City becomes aware, or is notified and determines that graffiti is so located on public or privately owned property viewable from a public or quasi-public place within the City, the City shall be authorized to use public funds for the removal of same, or for the painting or repairing of same, but shall not authorize or undertake to provide for the painting or repair of any more extensive area than that where the graffiti is located, unless the City Manager, or designee, determines in writing that a more extensive area is required to be repainted or repaired in order to avoid aesthetic disfigurement to the neighborhood or community, or unless the responsible party agrees to pay for the costs of repainting or repairing the more extensive area. Refer to 302.10.10.

b. *Right of Entry on Private Property.*

1. **Securing Owner Consent.** Prior to entering upon private property or property owned by a public entity other than the City, for the purposes of removal of graffiti, the City shall attempt to secure the consent of the responsible party, and a release of the City from liability for private or public property damage.

2. **Failure to Obtain Owner Consent.** If a responsible party fails to remove the offending graffiti within the time herein specified, or if the City shall have requested consent to remove or paint over the offending graffiti and the responsible party shall have refused consent for entry on terms acceptable to the City consistent with the terms of this subsection, the City may commence abatement and cost recovery proceedings for the removal of the graffiti pursuant to the nuisance abatement authority granted by the State of New Jersey, which authority includes the recovery of all costs incurred by the City in abating graffiti and recordation of lien as to affected property.

302.11 Snow Removal.

All snow shall be removed within 24 hours from the termination of the snow event and within 48 hours if a State of Emergency has been declared. No snow shall be deposited within the Right-of-Way or within a City owner roadway or alley.

302.12 Placement of dumpsters.

All dumpsters shall be set upon plywood to protect the surface against ruts. This applies to dumpsters on private property, a roadway, alley, or within the right-of-way. A property owner's use of a dumpster is subject to the requirements of Ordinance 3-15.1 et seq.

302.12A Use of Dumpsters

All dumpsters shall be property specific and not to be shared unless by adjacent properties.

302.13 Trees and root systems

Trees shall be maintained to a good visual standard or in accordance with ANSI standards. All tree roots shall not impede or damage existing infrastructure such as sidewalks or fences.

302.14 Order to Remove.

Whenever any Code Official or Inspector, Police Officer or Special Police Officer deems it necessary and expedient for the preservation of the public health, safety, general welfare, or the elimination of a fire hazard, or upon investigation of a complaint of any resident, officer or employee of the City, he may order the owner, tenant or person in possession of any lands on which any brush, grass, weeds, dead and dying trees, stumps, roots, obnoxious growths, filth, garbage, trash or other debris are found to exist, to remove same within three (3) days or to cause the removal thereof if the order is not complied with.

302.15 Service of Notice.

After an investigation of a complaint of any resident, officer or employee of the City, or upon his own motion, any City Code Official or Inspector, Police Officer or Special Police Officer or other City Official appointed or directed by the City Manager (or designee) shall proceed with regard to the manner of service of notice to remove the contents thereof as provided in Section 107 et seq. herein.

302.16 Removal by City; Costs Established as a Lien.

In the event the owner, tenant or person in possession of the lands in question refuses or neglects to abate or remedy the condition complained of within three (3) days after receipt of notice, any City Code Official or Inspector, Police Officer or Special Police Officer may cause the condition complained of to be abated and remedied by referral to the City Department of Public Works, which Department shall then certify the cost thereof to the City Tax Collector, who shall cause the cost as shown thereon to be charged against the lands. The amount so charged shall forthwith become a lien upon such lands and shall be added to and become and form a part of the taxes next to be assessed and levied upon such lands, the same to bear interest at the same rate as taxes, which shall be collected and enforced by the Tax Collector in the same manner as taxes. Costs shall be in addition to any penalties imposed for a violation of this section. In the event that the order for removal of trash or debris is as a result of the trash or debris being located on the City right-of-way and the owner, tenant or person in possession of the lands in question refuses or neglects to abate or remedy the condition complained of within forty-eight

(48) hours after receipt of notice, any City Code Official or Inspector, Police Officer or Special Police Officer may cause the condition complained of to be abated and remedied by referral to the City Department of Public Works, which Department shall then certify the cost thereof to the City Tax Collector, who shall cause the cost as shown thereon to be charged against the lands. The amount so charged shall forthwith become a lien upon such lands and shall be added to and become and form a part of the taxes next to be assessed and levied upon such lands, the same to bear interest at the same rate as taxes, which shall be collected and enforced by the Tax Collector in the same manner as taxes. Costs shall be in addition to any penalties imposed for a violation of this section.

a. *Violations and Penalties.* All violators of this section shall be subject to a penalty of no less than two hundred fifty (\$250.00) dollars for each violation or thirty (30) days community service or both.

Each and every day in which a violation of this section exists shall constitute a separate violation subject to a penalty.

302.17 Exceptions.

The provisions of this section shall not apply to a regular established and licensed business known as a towing operator's storage yard, which business is subject to the special regulations provided in the City Code.

302.18 CLEAR VIEW AT INTERSECTIONS.

302.18.1 Height Restricted.

It shall be the responsibility of any owner, tenant or occupant of any parcel of land within the City to cut all brush, hedges and other plant life growing within ten (10) feet of any roadway and within twenty-five (25) feet of any intersection of two (2) roadways, to a height of not more than two and one-half (2 1/2) feet provided such shall be necessary and expedient for the preservation of the public safety. The owner, tenant or occupant shall have ten (10) days after notice to cut the same.

302.18.2 Inspection and Determination by City.

At least once in each calendar year the Department of Neighborhood Preservation may examine all roadways in the City and make a determination of each parcel of land where it is necessary and expedient for the preservation of the public safety to have any brush, hedges or other plant life cut in accordance with this section of the provisions of N.J.S.A. 40:48-2.26 and 40:48-2.27.

302.18.3 Notice to Remove.

When the Department of Neighborhood Preservation ascertains that there is a parcel of land on which exist the conditions described in this section, it shall cause notice to be given to the owner, tenant or occupant of the land to cut the brush, hedges or other plant life within ten (10) days

after the notice is given. The notice shall be given in writing, either personally or by the United States certified mail. If neither method of giving notice is possible or practical, notice may be given by posting it in a prominent place on the parcel of land.

302.18.4 Removal by City; Cost Established as Lien.

If the owner, tenant or occupant fails to cut the brush within ten (10) days, the Public Works Director shall direct a City employee or arrange for an independent contractor, to cut the brush, hedges or other plant life. Where such cutting is done by the Public Works Director, or any other person, or under his direction, he shall certify the cost thereof to the City Tax Collector who shall cause the cost as shown thereon to be charged against the land. The amount so charged shall forthwith become a lien upon the lands and shall be added to and become and form part of the taxes next to be assessed and levied upon the lands, the same to bear interest at the same rate as other taxes and shall be collected and enforced by the same officers and in the same manner as taxes.

SECTION 303

SWIMMING POOLS, SPAS AND HOT TUBS

303.1 Swimming pools.

Swimming pools shall be maintained in a clean and sanitary condition, and in good repair. All pools shall comply with existing zoning code and other State and local statutes; the stricture regulation shall apply.

303.2 Enclosures.

Private swimming pools, hot tubs and spas, containing water more than 24 inches (610 mm) in depth shall be completely surrounded by a fence or barrier not less than 48 inches (1219 mm) in height above the finished ground level measured on the side of the barrier away from the pool. Gates and doors in such barriers shall be self-closing and self-latching. Where the self-latching device is not less than 54 inches (1372 mm) above the bottom of the gate, the release mechanism shall be located on the pool side of the gate. Self-closing and self-latching gates shall be maintained such that the gate will positively close and latch when released from an open position of 6 inches (152 mm) from the gatepost. No existing pool enclosure shall be removed, replaced or changed in a manner that reduces its effectiveness as a safety barrier.

Exception: Spas or hot tubs with a safety cover that complies with ASTM F 1346 shall be exempt from the provisions of this section.

SECTION 304

EXTERIOR STRUCTURE

304.1 General.

The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.

304.1.1 Unsafe conditions.

The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the New Jersey Uniform Construction Code as required for existing buildings:

1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength;
2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects;
3. Structures or components thereof that have reached their limit state;
4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight;
5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects;
6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects;
7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects;
8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects;
9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects;
10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects;
11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or

that are anchored with connections not capable of supporting all nominal loads and resisting all load effects;

12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

14. Other items deemed in accordance with this section:

Exceptions:

1. Where substantiated otherwise by an approved method.

2. Demolition of unsafe conditions shall be permitted where approved by the Construction official.

304.2 Protective treatment.

Exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. Siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors and skylights, shall be maintained weather resistant and water tight. Metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion, and surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement. Any repairs and/or replacement must match, or be similar to, the style and color of the existing.

304.3 Premises identification.

Buildings shall have approved address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be not less than 3 inches (102 mm) in height with a minimum stroke width of 0.5 inch (12.7 mm). Additional or more stringent State regulations may apply; the more stringent regulations shall be the governing regulations.

304.4 Structural members.

Structural members shall be maintained free from deterioration, and shall be capable of safely supporting the imposed dead and live loads. Any repairs and/or replacement must match, or be similar to, the style and color of the existing.

304.5 Foundation walls.

Foundation walls shall be maintained plumb and free from open cracks and breaks and shall be kept in such condition so as to prevent the entry of rodents and other pests.

304.6 Exterior walls.

Exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.

304.7 Roofs and drainage.

The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance. Any repairs and/or replacement must match, or be similar to, the style and color of the existing.

304.8 Decorative features.

Cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.

304.9 Overhang extensions.

Overhang extensions including, but not limited to, canopies, marquees, signs, metal awnings, fire escapes, standpipes and exhaust ducts shall be maintained in good repair and be properly anchored so as to be kept in a sound condition. Where required, all exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

304.10 Stairways, decks, porches and balconies.

Every exterior stairway, deck, porch and balcony, and all appurtenances attached thereto, shall be maintained structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.

304.11 Chimneys and towers.

Chimneys, cooling towers, smoke stacks, and similar appurtenances shall be maintained

structurally safe and sound, and in good repair. Exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

304.12 Handrails and guards.

Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

304.13 Window, skylight and door frames.

Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.

304.13.1 Glazing.

Glazing materials shall be maintained free from cracks and holes.

304.13.2 Openable windows.

Every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware.

304.14 Insect screens.

Every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with approved tightly fitting screens of minimum 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good working condition.

Exception: Screens shall not be required where other approved means, such as air curtains or insect repellent fans, are employed.

304.15 Doors (exterior).

Exterior doors, door assemblies, operator systems if provided, and hardware shall be maintained in good condition. Locks at all entrances to dwelling units and sleeping units shall tightly secure the door. Locks on means of egress doors shall be in accordance with Section 702.3.

304.16 Basement hatchways.

Every basement hatchway shall be maintained to prevent the entrance of rodents, rain and surface drainage water. Handles shall be in good working order.

304.17 Guards for basement windows.

Every basement window that is openable shall be supplied with rodent shields, storm windows or other approved protection against the entry of rodents or the elements.

304.18 Building security.

Doors, windows or hatchways for dwelling units, room units or housekeeping units shall be provided with devices designed to provide security for the occupants and property within.

304.18.1 Doors (interior).

Doors providing access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall be equipped with a deadbolt lock designed to be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort and shall have a minimum lock throw of 1 inch (25 mm). Such deadbolt locks shall be installed according to the manufacturer's specifications and maintained in good working order. For the purpose of this section, a sliding bolt shall not be considered an acceptable deadbolt lock. Bedrooms shall not have exterior keys or locks.

304.18.2 Windows.

Operable windows located in whole or in part within 6 feet (1828 mm) above ground level or a walking surface below that provide access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall be equipped with a window sash locking device.

304.18.3 Basement hatchways.

Basement hatchways that provide access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall be equipped with devices that secure the units from unauthorized entry.

304.19 Gates.

Exterior gates, gate assemblies, operator systems if provided, and hardware shall be maintained in good condition. Latches at all entrances shall tightly secure the gates.

SECTION 305**INTERIOR STRUCTURE****305.1 General.**

The interior of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition. Occupants shall keep that part of the structure that they occupy or control in a clean and sanitary condition. Every owner of a structure containing a rooming

house, housekeeping units, a hotel, a dormitory, two or more dwelling units or two or more nonresidential occupancies, shall maintain, in a clean and sanitary condition, the shared or public areas of the structure and exterior property.

305.1.1 Unsafe conditions.

The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings:

1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength;
2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects;
3. Structures or components thereof that have reached their limit state;
4. Structural members are incapable of supporting nominal loads and load effects;
5. Stairs, landings, balconies and all similar walking surfaces, including guards and handrails, are not structurally sound, not properly anchored or are anchored with connections not capable of supporting all nominal loads and resisting all load effects;
6. Foundation systems that are not firmly supported by footings are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

Exceptions:

- Where substantiated otherwise by an approved method.
- Demolition of unsafe conditions shall be permitted when approved by the code official.

305.2 Structural members.

Structural members shall be maintained structurally sound, and be capable of supporting the imposed loads.

305.3 Interior surfaces.

Interior surfaces, including but not limited to, windows, walls, and doors, shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected.

305.4 Stairs and walking surfaces.

Every stair, ramp, landing, balcony, porch, deck or other walking surface shall be maintained in sound condition and good repair. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected.

305.5 Handrails and guards.

Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

305.6 Interior doors.

Every interior door shall fit reasonably well within its frame and shall be capable of being opened and closed by being properly and securely attached to jambs, headers or tracks as intended by the manufacturer of the attachment hardware.

305.7 Cabinets and/or shelves

Cabinets and/or shelves for the storage of eating, drinking, and cooking equipment and utensils and of food that, under ordinary summer conditions, does not require refrigeration for safe keeping; and a counter or table for food preparation are required. All cabinets and/or shelves and counter or table shall be of sound construction furnished with surfaces that are easily cleanable and that will not impart any toxic or harmful effect on food.

SECTION 306**COMPONENT SERVICEABILITY****306.1 General.**

The components of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition.

306.1.1 Unsafe conditions.

Where any of the following conditions cause the component or system to be beyond its limit state, the component or system shall be determined as unsafe and shall be repaired or replaced to comply with the, existing State or local laws or regulations, International Building Code or the International Existing Building Code as required for existing buildings:

1. Soils that have been subjected to any, but not limited to, the following conditions:

- 1.1. Collapse of footing or foundation system;
- 1.2. Damage to footing, foundation, concrete or other structural element due to soil

expansion;

1.3. Adverse effects to the design strength of footing, foundation, concrete or other structural element due to a chemical reaction from the soil;

1.4. Inadequate soil as determined by a geotechnical investigation;

1.5. Where the allowable bearing capacity of the soil is in doubt; or

1.6. Adverse effects to the footing, foundation, concrete or other structural element due to the ground water table.

2. Concrete that has been subjected to any, but not limited to the following conditions:

2.1. Deterioration;

2.2. Ultimate deformation;

2.3. Fractures;

2.4. Fissures;

2.5. Spalling;

2.6. Exposed reinforcement; or

2.7. Detached, dislodged or failing connections.

2.8. Cracking

3. Aluminum that has been subjected to any, but not limited to the following conditions:

3.1. Deterioration;

3.2. Corrosion;

3.3. Elastic deformation;

3.4. Ultimate deformation;

3.5. Stress or strain cracks;

3.6. Joint fatigue; or

3.7. Detached, dislodged or failing connections; or

3.8. Cracking

4. Masonry that has been subjected to any, but not limited to the following conditions:

4.1. Deterioration;

4.2. Ultimate deformation;

4.3. Fractures in masonry or mortar joints;

4.4. Fissures in masonry or mortar joints;

4.5. Spalling;

4.6. Exposed reinforcement; or

4.7. Detached, dislodged or failing connections; or

4.8. Cracking

5. Steel that has been subjected to any, but not limited to the following conditions:

5.1. Deterioration;

5.2. Elastic deformation;

5.3. Ultimate deformation;

- 5.4. Metal fatigue; or
- 5.5. Detached, dislodged or failing connections; or
- 5.6. Cracking

6. Wood that has been subjected to any of, but not limited to, following conditions:

- 6.1. Ultimate deformation;
- 6.2. Deterioration;
- 6.3. Damage from insects, rodents and other vermin;
- 6.4. Fire damage beyond charring;
- 6.5. Significant splits and checks;
- 6.6. Horizontal shear cracks;
- 6.7. Vertical shear cracks;
- 6.8. Inadequate support;
- 6.9. Detached, dislodged or failing connections; or
- 6.10. Excessive cutting and notching.

Exceptions:

Where substantiated otherwise by an approved method.

Demolition of unsafe conditions shall be permitted where approved by the code official.

SECTION 307

HANDRAILS AND GUARDRAILS

307.1 General.

Every exterior and interior flight of stairs having more than four risers shall have a handrail on one side of the stair and every open portion of a stair, landing, balcony, porch, deck, ramp or other walking surface that is more than 30 inches (762 mm) above the floor or grade below shall have guards. Handrails shall be not less than 30 inches (762 mm) in height or more than 42 inches (1067 mm) in height measured vertically above the nosing of the tread or above the finished floor of the landing or walking surfaces. Guards shall be not less than 30 inches (762 mm) in height above the floor of the landing, balcony, porch, deck, or ramp or other walking surface.

Exception: Guards shall not be required where exempted by the adopted building code.

SECTION 308

RUBBISH AND GARBAGE

308.1 Accumulation of rubbish or garbage.

Exterior property and premises, and the interior of every structure, shall be free from any

accumulation of rubbish or garbage.

308.2 Disposal of rubbish.

Every occupant of a structure shall dispose of all rubbish in a clean and sanitary manner by placing such rubbish in approved containers.

308.2.1 Rubbish storage facilities.

The owner of every occupied premises shall supply approved covered containers for rubbish, and the owner of the premises shall be responsible for the removal of rubbish.

308.2.2 Refrigerators.

Refrigerators and similar equipment not in operation shall not be discarded, abandoned or stored on premises without first removing the doors.

308.3 Disposal of garbage.

Every occupant of a structure shall dispose of garbage in a clean and sanitary manner by placing such garbage in an approved garbage disposal facility or approved garbage containers.

308.3.1 Garbage facilities.

The owner of every dwelling shall supply one of the following: an approved mechanical food waste grinder in each dwelling unit; an approved incinerator unit in the structure available to the occupants in each dwelling unit; or an approved leak proof, covered, outside garbage container.

308.3.2 Containers.

The operator of every establishment producing garbage shall provide, and at all times cause to be utilized, approved leak proof containers provided with close-fitting covers for the storage of such materials until removed from the premises for disposal.

308.3.3 Containers - Standards.

All items to be collected from curbside will be placed at curbside in upright container, plastic bags, tied in bundles, or otherwise contained so as to not be loose - in no case shall any container, bag or bundle exceed 60lbs in weight or 55 gallons. Items secured in bundles (i.e. branches, wood, hedge clippings, carpeting) shall not exceed 4ft in length. Household furniture placed at curb shall not exceed 120lbs. Household odds and ends (i.e. a door, shutter, and window) shall not exceed 120lbs.

Quantity to be collected from residential and non-residential premises per pickup day shall conform to the following:

1. Type 10 Household Trash - Not more than five containers and/or bags per dwelling unit and non-residential establishment, per pickup day - Total aggregate

per dwelling unit or non-residential establishment not to exceed 300 lbs.

2. Type 13 Bulk Waste - No more than three large items - total aggregate of items, bags, bundles or containers not to exceed 360 lbs per dwelling unit or non-residential establishment, per pickup day. For premises having more than one dwelling unit or more than one non-residential establishment, no more than six large bulk items or an aggregate of 720lbs are to be collected per pickup per building.

3. Type 23 Yard Waste - No more than three bundles, bags or containers per residential or non-residential unit or in the aggregate more than 180lbs, per pickup day. For Premises having more than one dwelling or non-residential establishment no more than six bundles, bags or containers (aggregate) weight not to exceed 360lbs) are to be collected per pickup day.

SECTION 309

PEST ELIMINATION

309.1 Infestation.

Structures shall be kept free from insect and rodent infestation. Structures in which insects or rodents are found shall be promptly exterminated by approved processes that will not be injurious to human health. After pest elimination, proper precautions shall be taken to prevent re-infestation.

309.2 Owner.

The owner of any structure shall be responsible for pest elimination within the structure prior to renting or leasing the structure.

309.3 Single occupant.

The occupant of a one-family dwelling or of a single-tenant nonresidential structure shall be responsible for pest elimination on the premises.

309.4 Multiple occupancy.

The owner of a structure containing two or more dwelling units, a multiple occupancy, a rooming house or a nonresidential structure shall be responsible for pest elimination in the public or shared areas of the structure and exterior property. If infestation is caused by failure of an occupant to prevent such infestation in the area occupied, the occupant and owner shall be responsible for pest elimination.

309.5 Occupant.

The occupant of any structure shall be responsible for the continued rodent and pest-free

condition of the structure.

Exception: Where the infestations are caused by defects in the structure, the owner shall be responsible for pest elimination.

CHAPTER 13 - SECTION 400 -- LIGHT, VENTILATION AND OCCUPANCY LIMITATIONS

SECTION 401

GENERAL

401.1 Scope.

The provisions of this chapter shall govern the minimum conditions and standards for light, ventilation and space for occupying a structure.

401.2 Responsibility.

The owner of the structure shall provide and maintain light, ventilation and space conditions in compliance with these requirements. A person shall not occupy as owner-occupant, or permit another person to occupy, any premises that do not comply with the requirements of this chapter.

401.3 Alternative devices.

In lieu of the means for natural light and ventilation herein prescribed, artificial light or mechanical ventilation complying with the International Building Code shall be permitted.

SECTION 402

LIGHT

402.1 Habitable spaces.

Every habitable space shall have not less than one window of approved size facing directly to the outdoors or to a court. The minimum total glazed area for every habitable space shall be 8 percent of the floor area of such room. Wherever walls or other portions of a structure face a window of any room and such obstructions are located less than 3 feet (914 mm) from the window and extend to a level above that of the ceiling of the room, such window shall not be deemed to face directly to the outdoors nor to a court and shall not be included as contributing to the required minimum total window area for the room.

Exception: Where natural light for rooms or spaces without exterior glazing areas is provided through an adjoining room, the unobstructed opening to the adjoining room shall be not less than 8 percent of the floor area of the interior room or space, but a minimum of 25 square feet (2.33 m²). The exterior glazing area shall be based on the total floor area being served.

402.2 Common halls and stairways.

Every common hall and stairway in residential occupancies, other than in one- and two-family dwellings, shall be lighted at all times with not less than a 60-watt standard incandescent light bulb for each 200 square feet (19 m²) of floor area or equivalent illumination, provided that the spacing between lights shall not be greater than 30 feet (9144 mm). In other than residential occupancies, means of egress, including exterior means of egress, stairways shall be illuminated at all times the building space served by the means of egress is occupied with not less than 1 footcandle (11 lux) at floors, landings and treads.

402.3 Other spaces.

All other spaces shall be provided with natural or artificial light sufficient to permit the maintenance of sanitary conditions, and the safe occupancy of the space and utilization of the appliances, equipment and fixtures.

SECTION 403**VENTILATION****403.1 Habitable spaces.**

Every habitable space shall have not less than one openable window. The total openable area of the window in every room shall be equal to not less than 45 percent of the minimum glazed area required in Section 402.1.

Exception: Where rooms and spaces without openings to the outdoors are ventilated through an adjoining room, the unobstructed opening to the adjoining room shall be not less than 8 percent of the floor area of the interior room or space, but not less than 25 square feet (2.33 m²). The ventilation openings to the outdoors shall be based on a total floor area being ventilated.

403.2 Bathrooms and toilet rooms.

Every bathroom and toilet room shall comply with the ventilation requirements for habitable spaces as required by Section 403.1, except that a window shall not be required in such spaces equipped with a mechanical ventilation system. Air exhausted by a mechanical ventilation system from a bathroom or toilet room shall discharge to the outdoors and shall not be recirculated.

403.3 Cooking facilities.

Unless approved through the certificate of occupancy, cooking shall not be permitted in any rooming unit or dormitory unit, and a cooking facility or appliance shall not be permitted to be present in the rooming unit or dormitory unit.

Exceptions:

1. Where specifically approved in writing by the code official.
2. Devices such as coffee pots and microwave ovens shall not be considered cooking appliances.

403.4 Process ventilation.

Where injurious, toxic, irritating or noxious fumes, gases, dusts or mists are generated, a local exhaust ventilation system shall be provided to remove the contaminating agent at the source. Air shall be exhausted to the exterior and not be recirculated to any space.

403.5 Clothes dryer exhaust.

Clothes dryer exhaust systems shall be independent of all other systems and shall be exhausted outside the structure in accordance with the manufacturer's instructions.

Exception: Listed and labeled condensing (ductless) clothes dryers.

SECTION 404**OCCUPANCY LIMITATIONS****404.1 Privacy.**

Dwelling units, hotel units, housekeeping units, rooming units and dormitory units shall be arranged to provide privacy and be separate from other adjoining spaces.

404.2 Minimum room widths.

A habitable room, other than a kitchen, shall be not less than 7 feet (2134 mm) in any plan dimension. Kitchens shall have a minimum clear passageway of 3 feet (914 mm) between counterfronts and appliances or counterfronts and walls.

404.3 Minimum ceiling heights.

Habitable spaces, hallways, corridors, laundry areas, bathrooms, toilet rooms and habitable basement areas shall have a minimum clear ceiling height of 7 feet (2134 mm).

Exceptions:

1. In one- and two-family dwellings, beams or girders spaced not less than 4 feet (1219 mm) on center and projecting a maximum of 6 inches (152 mm) below the required ceiling height.
2. Basement rooms in one- and two-family dwellings occupied exclusively for laundry, study or recreation purposes, having a minimum ceiling height of 6 feet 8 inches (2033 mm) with a minimum clear height of 6 feet 4 inches (1932 mm) under beams, girders, ducts and similar obstructions.
3. Rooms occupied exclusively for sleeping, study or similar purposes and having a sloped

ceiling over all or part of the room, with a minimum clear ceiling height of 7 feet (2134 mm) over not less than one-third of the required minimum floor area. In calculating the floor area of such rooms, only those portions of the floor area with a minimum clear ceiling height of 5 feet (1524 mm) shall be included.

4. Confliction with other State codes

404.4 Bedroom and living room requirements.

Every bedroom and living room shall comply with the requirements of Sections 404.4.1 through 404.4.5.

404.4.1 Room area.

Every living room shall contain not less than 120 square feet (11.2 m²) and every bedroom shall contain not less than 70 square feet (6.5 m²) and every bedroom occupied by more than one person shall contain not less than 50 square feet (4.6 m²) of floor area for each occupant thereof. Continuation of an existing nonconformance shall be permitted pending compliance with all other applicable State and City laws, codes and regulations.

404.4.2 Access from bedrooms.

Bedrooms shall not constitute the only means of access to other bedrooms or habitable spaces and shall not serve as the only means of egress from other habitable spaces.

Exception: Units that contain fewer than two bedrooms.

404.4.3 Water closet accessibility.

Every bedroom shall have access to not less than one water closet and one lavatory without passing through another bedroom. Every bedroom in a dwelling unit shall have access to not less than one water closet and lavatory located in the same story as the bedroom or an adjacent story.

404.4.4 Prohibited occupancy.

Kitchens and nonhabitable spaces shall not be used for sleeping purposes.

404.4.5 Other requirements.

Bedrooms shall comply with the applicable provisions of this code including, but not limited to, the light, ventilation, room area, ceiling height and room width requirements of this chapter; the plumbing facilities and water-heating facilities requirements of Chapter 5; the heating facilities and electrical receptacle requirements of Chapter 6; and the smoke detector and emergency escape requirements of Chapter 7.

404.5 Overcrowding.

Dwelling units shall not be occupied by more occupants than permitted by the minimum area requirements of Table 404.5.

TABLE 404.5

MINIMUM AREA REQUIREMENTS

Space	1- 2 Occupants	3 - 5 Occupants	6 or more
Living Room a,b	No requirement	120	150
Dining Room a,b	No requirement	80	100
Bedrooms	Shall comply with Section 404.4		
For SI: 1 square foot = 0.093 m2			

404.5.1 Sleeping area.

The minimum occupancy area required by Table 404.5 shall not be included as a sleeping area in determining the minimum occupancy area for sleeping purposes. Sleeping areas shall comply with Section 404.4.

404.5.2 Combined spaces.

Combined living room and dining room spaces shall comply with the requirements of Table 404.5 if the total area is equal to that required for separate rooms and if the space is located so as to function as a combination living room/dining room.

404.6 Efficiency unit.

Nothing in this section shall prohibit an efficiency living unit from meeting the following requirements:

1. A unit occupied by not more than one occupant shall have a minimum clear floor area of 120 square feet (11.2 m²). A unit occupied by not more than two occupants shall have a minimum clear floor area of 220 square feet (20.4 m²). A unit occupied by three occupants shall have a minimum clear floor area of 320 square feet (29.7 m²). These required areas shall be exclusive of the areas required by Items 2 and 3.
2. The unit shall be provided with a kitchen sink, cooking appliance and refrigeration facilities, each having a minimum clear working space of 30 inches (762 mm) in front. Light and ventilation conforming to this code shall be provided.
3. The unit shall be provided with a separate bathroom containing a water closet, lavatory and bathtub or shower.
4. The maximum number of occupants shall be three.

404.7 Food preparation.

All spaces to be occupied for food preparation purposes shall contain suitable space and equipment to store, prepare and serve foods in a sanitary manner. There shall be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage.

CHAPTER 13 - SECTION 500-

PLUMBING FACILITIES AND FIXTURE REQUIREMENTS

SECTION 501 GENERAL

501.1 Scope.

The provisions of this chapter shall govern the minimum plumbing systems, facilities and plumbing fixtures to be provided.

501.2 Responsibility.

The owner of the structure shall provide and maintain such plumbing facilities and plumbing fixtures in compliance with these requirements. A person shall not occupy as owner-occupant or permit another person to occupy any structure or premises that does not comply with the requirements of this chapter.

SECTION 502

REQUIRED FACILITIES

502.1 Dwelling units.

Every dwelling unit shall contain its own bathtub or shower, lavatory, water closet and kitchen sink, refrigerator, and stove that shall be maintained in a sanitary, safe working condition. The lavatory shall be placed in the same room as the water closet or located in close proximity to the door leading directly into the room in which such water closet is located. A kitchen sink shall not be used as a substitute for the required lavatory.

The stove, for cooking food, and a refrigerator or refrigerator-freezer shall be required. Said refrigerator shall be capable of maintaining safe storage of food at temperatures less than 45 degrees Fahrenheit but more than 32 degrees Fahrenheit. Said stove and refrigerator, and/or refrigerator-freezer shall be properly installed with all necessary connections for safe, sanitary, and efficient operation and shall be maintained in good working condition. Said equipment need not be installed while a dwelling unit is not occupied.

Cabinets and/or shelves: Cabinets and/or shelves for the storage of eating, drinking, and cooking equipment and utensils and of food that, under ordinary summer conditions, does not require refrigeration for safe keeping; and a counter or table for food preparation are required. All cabinets and/or shelves and counter or table shall be of sound construction furnished with

surfaces that are easily cleanable, reachable, and that will not impart any toxic or harmful effect on food.

502.2 Rooming houses.

Not less than one water closet, lavatory and bathtub or shower shall be supplied for each four rooming units.

502.3 Hotels.

Where private water closets, lavatories and baths are not provided, one water closet, one lavatory and one bathtub or shower having access from a public hallway shall be provided for each 10 occupants.

502.4 Employees' facilities.

Not less than one water closet, one lavatory and one drinking facility shall be available to employees.

502.4.1 Drinking facilities.

Drinking facilities shall be a drinking fountain, water cooler, bottled water cooler or disposable cups next to a sink or water dispenser. Drinking facilities shall not be located in toilet rooms or bathrooms.

502.5 Public toilet facilities.

Public toilet facilities shall be maintained in a safe, sanitary and working condition in accordance with the International Plumbing Code. Except for periodic maintenance or cleaning, public access and use shall be provided to the toilet facilities at all times during occupancy of the premises.

SECTION 503

TOILET ROOMS

503.1 Privacy.

Toilet rooms and bathrooms shall provide privacy and shall not constitute the only passageway to a hall or other space, or to the exterior. A door and interior locking device shall be provided for all common or shared bathrooms and toilet rooms in a multiple dwelling.

503.2 Location.

Toilet rooms and bathrooms serving hotel units, rooming units or dormitory units or housekeeping units, shall have access by traversing not more than one flight of stairs and shall have access from a common hall or passageway.

503.3 Location of employee toilet facilities.

Toilet facilities shall have access from within the employees' working area. The required toilet facilities shall be located not more than one story above or below the employees' working area and the path of travel to such facilities shall not exceed a distance of 500 feet (152 m). Employee facilities shall either be separate facilities or combined employee and public facilities.

Exception: Facilities that are required for employees in storage structures or kiosks, which are located in adjacent structures under the same ownership, lease or control, shall not exceed a travel distance of 500 feet (152 m) from the employees' regular working area to the facilities.

503.4 Floor surface.

In other than dwelling units, every toilet room floor shall be maintained to be a smooth, hard, nonabsorbent surface to permit such floor to be easily kept in a clean and sanitary condition.

SECTION 504

PLUMBING SYSTEMS AND FIXTURES

504.1 General.

Plumbing fixtures shall be properly installed and maintained in working order, and shall be kept free from obstructions, leaks and defects and be capable of performing the function for which such plumbing fixtures are designed. Plumbing fixtures shall be maintained in a safe, sanitary and functional condition.

504.2 Fixture clearances.

Plumbing fixtures shall have adequate clearances for usage and cleaning.

504.3 Plumbing system hazards.

Where it is found that a plumbing system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, inadequate venting, cross connection, back siphonage, improper installation, deterioration or damage or for similar reasons, the code official shall require the defects to be corrected to eliminate the hazard.

SECTION 505

WATER SYSTEM

505.1 General.

Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a public water system or to an approved private water system. Kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot or tempered and cold running water in accordance with the International Plumbing Code.

505.2 Contamination.

The water supply shall be maintained free from contamination, and all water inlets for plumbing fixtures shall be located above the flood-level rim of the fixture. Shampoo basin faucets, janitor sink faucets and other hose bibs or faucets to which hoses are attached and left in place, shall be protected by an approved atmospheric-type vacuum breaker or an approved permanently attached hose connection vacuum breaker.

505.3 Supply.

The water supply system shall be installed and maintained to provide a supply of water to plumbing fixtures, devices and appurtenances in sufficient volume and at pressures adequate to enable the fixtures to function properly, safely, and free from defects and leaks.

505.4 Water heating facilities.

Water heating facilities shall be properly installed, maintained and capable of providing an adequate amount of water to be drawn at every required sink, lavatory, bathtub, shower and laundry facility at a minimum temperature of 110°F (43°C). A gas-burning water heater shall not be located in any bathroom, toilet room, bedroom or other occupied room normally kept closed, unless adequate combustion air is provided. An approved combination temperature and pressure-relief valve and relief valve discharge pipe shall be properly installed and maintained on water heaters.

SECTION 506**SANITARY DRAINAGE SYSTEM****506.1 General.**

Plumbing fixtures shall be properly connected to either a public sewer system or to an approved private sewage disposal system.

506.2 Maintenance.

Every plumbing stack, vent, waste and sewer line shall function properly and be kept free from obstructions, leaks and defects.

506.3 Grease interceptors.

Grease interceptors and automatic grease removal devices shall be maintained in accordance with this code and the manufacturer's installation instructions. Grease interceptors and automatic grease removal devices shall be regularly serviced and cleaned to prevent the discharge of oil, grease, and other substances harmful or hazardous to the building drainage system, the public sewer, the private sewage disposal system or the sewage treatment plant or processes. Records of

maintenance, cleaning and repairs shall be available for inspection by the code official.

SECTION 507

STORM DRAINAGE

507.1 General.

Drainage of roofs and paved areas, yards and courts, and other open areas on the premises shall not be discharged in a manner that creates a public nuisance.

CHAPTER 13 - SECTION 600-- MECHANICAL AND ELECTRICAL REQUIREMENTS

SECTION 601

GENERAL

601.1 Scope.

The provisions of this chapter shall govern the minimum mechanical and electrical facilities and equipment to be provided.

601.2 Responsibility.

The owner of the structure shall provide and maintain mechanical and electrical facilities and equipment in compliance with these requirements. A person shall not occupy as owner-occupant or permit another person to occupy any premises that does not comply with the requirements of this chapter.

SECTION 602

HEATING FACILITIES

602.1 Facilities required.

Heating facilities shall be provided in structures as required by this section.

602.2 Residential occupancies.

If the lease requires the landlord to provide heat, the landlord must give you the amount of heat required by the state codes and the local town or city ordinance. Under the state housing codes, from October 1 to May 1, the landlord must provide enough heat so that the temperature in the apartment is at least 68 degrees from 6 a.m. to 11 p.m. between the hours of 11 p.m. and 6 a.m., the temperature in the apartment must be at least 65 degrees. **Cite:** N.J.A.C. 5:10-14 et seq. and N.J.A.C. 5:28-1.12(m).

602.3 Heat supply.

Every owner and operator of any building who rents, leases or lets one or more dwelling units or sleeping units on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat to maintain a minimum temperature of 68°F (20°C) in all habitable rooms, bathrooms and toilet rooms.

Exceptions:

1. When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity. The winter outdoor design temperature for the locality shall be as indicated in Appendix D of the International Plumbing Code.
2. In areas where the average monthly temperature is above 30°F (-1°C), a minimum temperature of 65°F (18°C) shall be maintained.

602.4 Occupiable work spaces.

Indoor occupiable work spaces shall be supplied with heat are to maintain a minimum temperature of 65°F (18°C) during the period the spaces are occupied.

Exceptions:

1. Processing, storage and operation areas that require cooling or special temperature conditions.
2. Areas in which persons are primarily engaged in vigorous physical activities.

602.5 Room temperature measurement.

The required room temperatures shall be measured 3 feet (914 mm) above the floor near the center of the room and 2 feet (610 mm) inward from the center of each exterior wall.

SECTION 603**MECHANICAL EQUIPMENT****603.1 Mechanical appliances.**

Mechanical appliances, fireplaces, solid fuel-burning appliances, cooking appliances and water heating appliances shall be properly installed and maintained in a safe working condition, and shall be capable of performing the intended function.

603.2 Removal of combustion products.

Fuel-burning equipment and appliances shall be connected to an approved chimney or vent.

Exception: Fuel-burning equipment and appliances that are labeled for unvented operation.

603.3 Clearances.

Required clearances to combustible materials shall be maintained.

603.4 Safety controls.

Safety controls for fuel-burning equipment shall be maintained in effective operation.

603.5 Combustion air.

A supply of air for complete combustion of the fuel and for ventilation of the space containing the fuel-burning equipment shall be provided for the fuel-burning equipment.

603.6 Energy conservation devices.

Devices intended to reduce fuel consumption by attachment to a fuel -burning appliance, to the fuel supply line thereto, or to the vent outlet or vent piping therefrom, shall not be installed unless labeled for such purpose and the installation is specifically approved.

SECTION 604

ELECTRICAL FACILITIES

604.1 Facilities required.

Every occupied building shall be provided with an electrical system in compliance with the requirements of this section and Section 605.

604.2 Service.

The size and usage of appliances and equipment shall serve as a basis for determining the need for additional facilities in accordance with NFPA 70. Dwelling units shall be served by a three-wire, 120/240 volt, single-phase electrical service having a minimum rating of 60 amperes.

604.3 Electrical system hazards.

Where it is found that the electrical system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, improper fusing, insufficient receptacle and lighting outlets, improper wiring or installation, deterioration or damage, or for similar reasons, the code official shall require the defects to be corrected to eliminate the hazard.

604.3.1 Abatement of electrical hazards associated with water exposure.

The provisions of this section shall govern the repair and replacement of electrical systems and equipment that have been exposed to water.

604.3.1.1 Electrical equipment.

Electrical distribution equipment, motor circuits, power equipment, transformers, wire, cable, flexible cords, wiring devices, ground fault circuit interrupters, surge protectors, molded case circuit breakers, low-voltage fuses, luminaires, ballasts, motors and electronic control, signaling and communication equipment that have been exposed to water shall be replaced in accordance with the provisions of the International Building Code.

Exception: The following equipment shall be allowed to be repaired where an inspection report from the equipment manufacturer or approved manufacturer's representative indicates that the equipment has not sustained damage that requires replacement:

- Enclosed switches, rated a maximum of 600 volts or less;
- Busway, rated a maximum of 600 volts;
- Panelboards, rated a maximum of 600 volts;
- Switchboards, rated a maximum of 600 volts;
- Fire pump controllers, rated a maximum of 600 volts;
- Manual and magnetic motor controllers;
- Motor control centers;
- Alternating current high-voltage circuit breakers;
- Low-voltage power circuit breakers;
- Protective relays, meters and current transformers;
- Low- and medium-voltage switchgear;
- Liquid-filled transformers;
- Resin transformers;
- Wire or cable that is suitable for wet locations and whose ends have not been exposed to water;
- Wire or cable, not containing fillers, that is suitable for wet locations and whose ends have not been exposed to water;
- Luminaires that are listed as submersible;
- Electronic control, signaling and communication equipment.

604.3.2 Abatement of electrical hazards associated with fire exposure.

The provisions of this section shall govern the repair and replacement of electrical systems and equipment that have been exposed to fire.

604.3.2.1 Electrical equipment.

Electrical switches, receptacles and fixtures, including furnace, water heating, security system and power distribution circuits that have been exposed to fire, shall be replaced in accordance with the provisions of the International Building Code.

Exception: Electrical switches, receptacles and fixtures that shall be allowed to be repaired

where an inspection report from the equipment manufacturer or approved manufacturer's representative indicates that the equipment has not sustained damage that requires replacement.

SECTION 605

ELECTRICAL EQUIPMENT

605.1 Installation.

Electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and approved manner.

605.2 Receptacles.

Every habitable space in a dwelling shall contain not less than two separate and remote receptacle outlets. Every laundry area shall contain not less than one grounding-type receptacle or a receptacle with a ground fault circuit interrupter. Every bathroom shall contain not less than one receptacle. Any new bathroom receptacle outlet shall have ground fault circuit interrupter protection. All receptacle outlets shall have the appropriate faceplate cover for the location.

605.3 Luminaires.

Every public hall, interior stairway, toilet room, kitchen, bathroom, laundry room, boiler room and furnace room shall contain not less than one electric luminaire. Pool and spa luminaires over 15 V shall have ground fault circuit interrupter protection.

605.4 Wiring.

Flexible cords shall not be used for permanent wiring, or for running through doors, windows, or cabinets, or concealed within walls, floors, or ceilings.

SECTION 606

ELEVATORS, ESCALATORS AND DUMBWAITERS

606.1 General.

Elevators, dumbwaiters and escalators shall be maintained in compliance with ASME A17.1. The most current certificate of inspection shall be on display at all times within the elevator or attached to the escalator or dumbwaiter, be available for public inspection in the office of the building operator or be posted in a publicly conspicuous location approved by the code official. The inspection and tests shall be performed at not less than the periodic intervals listed in ASME A17.1, Appendix N, except where otherwise specified by the authority having jurisdiction.

606.2 Elevators.

In buildings equipped with passenger elevators, not less than one elevator shall be maintained in operation at all times when the building is occupied.

Exception: Buildings equipped with only one elevator shall be permitted to have the elevator temporarily out of service for testing or servicing.

SECTION 607

DUCT SYSTEMS

607.1 General.

Duct systems shall be maintained free of obstructions and shall be capable of performing the required function. All duct systems shall be installed to manufacturers' specifications.

CHAPTER 13 - SECTION 700-

FIRE SAFETY REQUIREMENTS

SECTION 701

GENERAL

701.1 Scope.

The provisions of this chapter shall govern the minimum conditions and standards for fire safety relating to structures and exterior premises, including fire safety facilities and equipment to be provided.

701.2 Responsibility.

The owner of the premises shall provide and maintain such fire safety facilities and equipment in compliance with these requirements. A person shall not occupy as owner-occupant or permit another person to occupy any premises that do not comply with the requirements of this chapter.

SECTION 702

MEANS OF EGRESS

702.1 General.

A safe, continuous and unobstructed path of travel shall be provided from any point in a building or structure to the public way. Means of egress shall comply with the International Fire Code.

702.2 Aisles.

The required width of aisles in accordance with the International Fire Code shall be unobstructed.

702.3 Locked doors.

Means of egress doors shall be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort, except where the door hardware conforms to that permitted by the International Building Code.

702.4 Emergency escape openings.

Required emergency escape openings shall be maintained in accordance with the code in effect at the time of construction, and the following. Required emergency escape and rescue openings shall be operational from the inside of the room without the use of keys or tools. Bars, grilles, grates or similar devices are permitted to be placed over emergency escape and rescue openings provided the minimum net clear opening size complies with the code that was in effect at the time of construction and such devices shall be releasable or removable from the inside without the use of a key, tool or force greater than that which is required for normal operation of the escape and rescue opening.

SECTION 703

FIRE-RESISTANCE RATINGS

703.1 Fire-resistance-rated assemblies.

The required fire-resistance rating of fire-resistance-rated walls, fire stops, shaft enclosures, partitions and floors shall be maintained.

703.2 Opening protectives.

Required opening protectives shall be maintained in an operative condition. Fire and smokestop doors shall be maintained in operable condition. Fire doors and smoke barrier doors shall not be blocked or obstructed or otherwise made inoperable.

SECTION 704

FIRE PROTECTION SYSTEMS

704.1 General.

Systems, devices and equipment to detect a fire, actuate an alarm, or suppress or control a fire or any combination thereof shall be maintained in an operable condition at all times in accordance with the International Fire Code.

704.1.1 Automatic sprinkler systems.

Inspection, testing and maintenance of automatic sprinkler systems shall be in accordance with NFPA 25.

704.1.2 Fire department connection.

Where the fire department connection is not visible to approaching fire apparatus, the fire department connection shall be indicated by an approved sign mounted on the street front or on the side of the building. Such sign shall have the letters "FDC" not less than 6 inches (152 mm) high and words in letters not less than 2 inches (51 mm) high or an arrow to indicate the location. Such signs shall be subject to the approval of the fire code official.

704.2 Single-and multiple-station smoke alarms.

Single-and multiple-station smoke alarms shall be installed in existing Group I-1 and R occupancies in accordance with Sections 704.2.1 through 704.2.3.

704.2.1 Where required.

Existing Group I-1 and R occupancies shall be provided with single-station smoke alarms in accordance with Sections 704.2.1.1 through 704.2.1.4. Interconnection and power sources shall be in accordance with Sections 704.2.2 and 704.2.3.

Exceptions:

1. Where the code that was in effect at the time of construction required smoke alarms and smoke alarms complying with those requirements are already provided.
2. Where smoke alarms have been installed in occupancies and dwellings that were not required to have them at the time of construction, additional smoke alarms shall not be required provided that the existing smoke alarms comply with requirements that were in effect at the time of installation.
3. Where smoke detectors connected to a fire alarm system have been installed as a substitute for smoke alarms.

704.2.1.1 Group R-1.

Single- or multiple-station smoke alarms shall be installed in all of the following locations in Group R-1:

1. In sleeping areas.
2. In every room in the path of the means of egress from the sleeping area to the door leading from the sleeping unit.

3. In each story within the sleeping unit, including basements. For sleeping units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

704.2.1.2 Groups R-2, R-3, R-4 and I-1.

Single- or multiple-station smoke alarms shall be installed and maintained in Groups R-2, R-3, R-4 and I-1 regardless of occupant load at all of the following locations:

1. On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms.
2. In each room used for sleeping purposes.
3. In each story within a dwelling unit, including basements but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.
4. Photoelectric smoke alarms shall not be installed less than 6 feet (1829 mm) horizontally from a permanently installed cooking appliance.

704.2.1.4 Installation near bathrooms.

Smoke alarms shall be installed not less than 3 feet (914 mm) horizontally from the door or opening of a bathroom that contains a bathtub or shower unless this would prevent placement of a smoke alarm required by Section 704.2.1.1 or 704.2.1.2.

704.2.2 Interconnection.

Where more than one smoke alarm is required to be installed within an individual dwelling or sleeping unit, the smoke alarms shall be interconnected in such a manner that the activation of one alarm will activate all of the alarms in the individual unit. Physical interconnection of smoke alarms shall not be required where listed wireless alarms are installed and all alarms sound upon activation of one alarm. The alarm shall be clearly audible in all bedrooms over background noise levels with all intervening doors closed.

Exceptions:

1. Interconnection is not required in buildings that are not undergoing alterations, repairs or construction of any kind.
2. Smoke alarms in existing areas are not required to be interconnected where alterations or

repairs do not result in the removal of interior wall or ceiling finishes exposing the structure, unless there is an attic, crawl space or basement available that could provide access for interconnection without the removal of interior finishes.

704.2.3 Power source.

Single-station smoke alarms shall receive their primary power from the building wiring provided that such wiring is served from a commercial source and shall be equipped with a battery backup. Smoke alarms with integral strobes that are not equipped with battery backup shall be connected to an emergency electrical system. Smoke alarms shall emit a signal when the batteries are low. Wiring shall be permanent and without a disconnecting switch other than as required for over-current protection.

Exceptions:

1. Smoke alarms are permitted to be solely battery operated in existing buildings where no construction is taking place.
2. Smoke alarms are permitted to be solely battery operated in buildings that are not served from a commercial power source.
3. Smoke alarms are permitted to be solely battery operated in existing areas of buildings undergoing alterations or repairs that do not result in the removal of interior walls or ceiling finishes exposing the structure, unless there is an attic, crawl space or basement available that could provide access for building wiring without the removal of interior finishes.
 1. The fire alarm system shall comply with all applicable requirements in Section 907 of the International Fire Code.
 2. Activation of a smoke detector in a dwelling or sleeping unit shall initiate alarm notification in the dwelling or sleeping unit in accordance with Section 907.5.2 of the International Fire Code.
 3. Activation of a smoke detector in a dwelling or sleeping unit shall not activate alarm notification appliances outside of the dwelling or sleeping unit, provided that a supervisory signal is generated and monitored in accordance with Section 907.6.5 of the International Fire Code.

SECTION 800-- ABANDONED AND VACANT PROPERTIES

801 IDENTIFICATION OF ABANDONED PROPERTIES.

801-1 City List of Abandoned Properties.

- a. The Director of Property Improvement and Neighborhood Preservation or the City Manager's designee is hereby directed to identify abandoned properties with the City, place said properties on an abandoned property list established as provided in Section 36 of P.L.1996, c.62 (C.55:19-

55), as amended by Section 28 of P.L.2003, c.210, and provide such notices and carry out such other tasks as are required to effectuate an abandoned property list as provided by law.

b. The abandoned property list shall apply to the City of Asbury Park as a whole.

c. The Director of Property Improvement and Neighborhood Preservation or the City Manager's designee is hereby designated as the public officer for the purpose of carrying out the responsibilities established by this section and shall have all the responsibilities and powers provided by law.

d. The Director of Property Improvement and Neighborhood Preservation or the City Manager's designee shall exercise the authority granted the City pursuant to Section 13 of P.L.2003, c.210, to designate qualified rehabilitation entities to act as the designee of the City with respect to the provisions of that section.

e. The Director of Property Improvement and Neighborhood Preservation or the City Manager's designee shall provide a report to the Mayor and City Council every six (6) months, with respect to the number and location of properties on the abandoned property list, the status of those properties, and any actions taken by the City or by any qualified rehabilitation entity designated pursuant to the authority granted to the public officer with respect to any property on the list or any other abandoned property within the City.
(Ord. No. 3031; Ord. No. 3077)

802 REGISTRATION OF VACANT PROPERTY.

802-1.1 Definitions.

As used in this section:

Municipal officer shall mean the Director of Property Improvement and Neighborhood Preservation/Code Enforcement or such official within that department as may be designated by the Director in writing.

Owner shall include the title holder, any agent of the title holder having authority to act with respect to a vacant property, any foreclosing entity that has filed a notice with the Municipal Clerk pursuant to the provisions of C.46:10B-51 (P.L.2008, c.127, Sec.17 as amended by P.L.2009, c.296), or any other entity determined by the public officer of the City of Asbury Park to have authority to act with respect to the property.

Vacant Property shall mean any building or structure which is not at present legally occupied or at which all lawful business or construction operations or residential or other occupancy have substantially ceased, and which is in such condition that it cannot legally be re-occupied without repair or rehabilitation, including but not limited to any property meeting the definition of abandoned property in N.J.S.A. 55:19-80; provided, however, that any habitable property where all building systems are in sound working order, where the building and grounds are maintained in good condition, and which is being actively marketed by its owner for sale or rental, shall not be deemed a vacant property for purposes of this section.
(Ord. No. 2015-10 § 1)

802-1.2 Registration of Vacant Property Required; Term; Fee Waivers.

- a. As of the effective date of this section (this section adopted by Ord. No. 2015-10 on 4-22-15), the owner of any vacant property as defined herein shall, within 30 days after the building becomes vacant property or within 30 days after assuming ownership of the vacant property, whichever is later; or within 10 days of receipt of notice from the City, file a registration statement for such vacant property with the municipal officer on forms provided for that purpose by the municipal officer along with any fee required by this section. Failure to receive notice from the municipality shall not constitute grounds for failing to register the property.
- b. Each property having a separate tax block and lot number shall be registered separately.
- c. The registration shall include the information required under subsection 13-802-1.4, the insurance certificate required under subsection 13-802-1.7, as well as any additional information that the municipal officer may reasonably require.
- d. The registration shall remain valid for one year from the date of registration. The owner shall be required to renew the registration annually as long as the building remains vacant property and shall pay a registration or renewal fee in the amount prescribed in subsection 13-802-1.5 for each vacant property registered.
- e. The municipal officer may establish for purposes of efficient administration that all registrations shall be renewed by a single date in each year, which date shall be established by the municipal officer in which case the initial registration fee shall be pro-rated for registration statements received less than 10 months prior to that date.
- f. 1. Any owner of vacant property who plans to restore the property to productive use and occupancy during the twelve (12) month period following the date of the initial registration of the property shall file a detailed statement of the owner's plans for restoration of the property with the registration statement and shall be exempt from payment of the registration fee, but shall comply with all other provisions of this section. In the event that the property has not been restored to productive use and occupancy at the end of the twelve (12) month period, the owner shall be liable for any fee waived. The municipal officer, after consultation with the City Council and with the approval of a majority thereof, may extend the waiver of the registration fee for not more than one additional year in response to a written request by the property owner where the municipal officer finds that compelling conditions outside the owner's control made it impossible for the owner to restore the property within the initial twelve (12) month period.
2. Where the owner is an entity experienced in rehabilitation or redevelopment of vacant properties, and where the property subject to this section is being held for a project of rehabilitation or redevelopment consistent with municipal plans and ordinances, and where by virtue of financing, market or other conditions that project may require more than one year for realization, the municipal officer, after consultation with the City Council and with the approval of a majority thereof, may extend the waiver of the registration fee on an annual basis without limitation upon written request by the owner as long as the municipal officer finds that the owner is making reasonable progress toward completion of the project. The owner shall provide the municipal officer with such documentation, which may include plans, financing applications,

applications for land use approval or other evidence of progress.

g. The owner shall notify the municipal officer within 30 days of any change in the registration information by filing an amended registration statement on a form provided by the municipal officer for such purpose.

h. The registration statement shall be deemed prima facie proof of the statements therein contained in any administrative enforcement proceeding or court proceeding instituted by the City against the owner or owners of the building.
(Ord. No. 2015-10 § 2)

802-1.3 City Access for Inspections.

At any time after filing a registration statement or a renewal of a registration statement, the owner of any vacant property shall provide access to the City to conduct exterior and interior inspections of the building to determine compliance with municipal codes, on reasonable notice to the property owner or the designated agent. (Ord. No. 2015-10 § 3)

802-1.4 Registration Application Content.

a. The registration statement shall include (1) the name, street address, e-mail address and telephone number of a natural person 21 years of age or older, designated by the owner or owners as the authorized agent for receiving notices of code violations and for receiving process in any court proceeding or administrative enforcement proceeding on behalf of such owner or owners in connection with the enforcement of any applicable code; and (2) the name, street address, e-mail address and telephone number of the firm or individual responsible for maintaining the property. The individual or a representative of the firm responsible for maintaining the property shall be available by telephone or in person on a 24 hour per day, seven (7) day per week basis. The two entities may be the same or different persons. Both entities shown on the statement must maintain offices in the state of New Jersey or reside within the state of New Jersey.

b. An owner who is a natural person and who maintains offices in the state of New Jersey or resides within the state of New Jersey may designate him or herself as agent or as the individual responsible for maintaining the property.

c. By designating an authorized agent under the provisions of this section the owner consents to receive any and all notices of code violations concerning the registered vacant property and all process in any court proceeding or administrative enforcement proceeding brought to enforce code provisions concerning the registered building by service of the notice or process on the authorized agent. Any owner who has designated an authorized agent under the provisions of this section shall be deemed to consent to the continuation of the agent's designation for the purposes of this section until the owner notifies the municipal officer in writing of a change of authorized agent or until the owner files a new annual registration statement.

d. Any owner who fails to register a vacant property under the provisions of this section shall

further be deemed to consent to receive, by posting at the building, any and all notices of code violations and all process in an administrative proceeding brought to enforce code provisions concerning the building.

(Ord. No. 2015-10 § 4)

802-1.5 Fees.

a. The registration and renewal fee for each building shall be as follows:

Initial registration	\$500.00 or prorated amount per subsection 802-1.2
First renewal	\$1,000.00
Second renewal	\$1,750.00
Any subsequent renewal	\$2,500.00

b. One hundred (100%) percent of all fee income resulting from the application of this section shall be used for the sole purpose of carrying out municipal activities with respect to vacant and distressed properties, including but not limited to code enforcement, abatement of nuisance conditions, stabilization, rehabilitation, and other activities designed to minimize blight and further productive reuse of properties.

(Ord. No. 2015-10 § 5)

802-1.6 Maintenance of Vacant Property Required.

The owner of any structure that has become vacant property, and any person responsible for maintaining any such building that has become vacant, shall within 30 days of the structure becoming vacant or 30 days of the owner taking title to the property:

a. Enclose and secure the structure as provided in the applicable codes of the City of Asbury Park or as set forth in rules and regulations adopted by the municipal officer to supplement those codes.

b. Ensure that the grounds of the structure, including yards, fences, sidewalks, walks and driveways, are well-maintained and kept free from trash or debris; and

c. Maintain the structure in a secure and closed condition, keep the grounds in a clean and well-maintained condition until the building is again occupied or demolished or until repair or rehabilitation of the building is complete.

(Ord. No. 2015-10 § 6)

802-1.7 Insurance Requirements.

The owner of any vacant property shall acquire or otherwise maintain liability insurance, in an amount of not less than \$300,000.00 for buildings designed primarily for one to four unit residential use and not less than \$1,000,000.00 for any other building, including, but not limited to, buildings designed for multifamily, manufacturing, storage or commercial uses, covering any

damage to any person or any property caused by any physical condition of or in the building. Any insurance policy acquired or renewed after the building has become vacant shall provide for written notice to the municipal officer within 30 days of any lapse, cancellation or change in coverage. The owner shall attach evidence of the insurance to the owner's registration statement. Any registration statement submitted that does not include such evidence shall not be deemed to be a valid registration. (Ord. No. 2015-10 § 7)

802-1.8 Online Registry.

The City of Asbury Park may establish an online registry of all properties registered with the City under this section, which shall include a procedure by which citizens can provide the municipal officer with information on unregistered properties that may be subject to this section through electronic means. (Ord. No. 2015-10 § 8)

802-1.9 Additional Rules and Regulations.

The municipal officer may issue rules and regulations for the administration of the provisions of this section, after consultation with the City Council and with the approval of a majority thereof. (Ord. No. 2015-10 § 9)

802-1.10 Violations and Penalties.

a. Any person who violates any provision of this section or of the rules and regulations issued hereunder shall be fined not less than one thousand (\$1,000.00) dollars and not more than two thousand (\$2,000.00) dollars for each offense. Every day that a violation continues shall constitute a separate and distinct offense. Fines assessed under this section shall be recoverable from the owner and shall be a lien on the property.

b. For purposes of this section, failure to file a registration statement within 30 days after a building becomes vacant property or within 30 days after assuming ownership of a vacant property, whichever is later; or within 10 days of receipt of notice by the City, failure to provide correct information on the registration statement, failure to comply with the provisions of subsections 802-1.6 and 802-1.7, or such other matters as may be established by the rules and regulations of the municipal officer shall be deemed to be violations of this section.

(Ord. No. 2015-10 § 10)

803-1.0 UPKEEP OF VACANT AND ABANDONED RESIDENTIAL

PROPERTIES IN FORECLOSURE.

803-1.1 Definitions.

Creditor shall mean, consistent with section 3 of P.L. 2008, c.86, a State chartered bank, savings bank, savings and loan association or any credit union, or any person required to be licensed under the provisions of the "New Jersey Residential Mortgage Lending Act," and any entity acting on behalf of the Creditor named in the debt obligation, including but not limited to,

mortgage loan servicers.

Public officer shall mean the Director of Property Improvement and Neighborhood Preservation/Code Enforcement or such official within that department as may be designated by the Director, in writing.
(Ord. No. 2015-18 § 13-3.1)

803-1.2 Creditor Responsibility for Vacant and Abandoned Properties; In-State Representative Required.

a. Any Creditor filing a summons and complaint in an action to foreclose on any residential property within the City shall be immediately responsible for the care, maintenance, security, and upkeep of the exterior of that property, in the event it is determined to be vacant and abandoned property.

b. Where a Creditor is located out-of-State, the Creditor shall be responsible for appointing an in-State representative or agent to act on the Creditor's behalf for the purpose of satisfying the requirements of paragraph a. above. Notice of said representative or agent shall be provided to the City Clerk and the Public Officer (as defined in this section, in a manner that is consistent with subsection a. of section 17 of P.L. 2008, c.127 (the "Save New Jersey Homes Act of 2008")), and shall further include the full name and contact information of the in-State representative or agent.

c. All foreclosing creditors, and, in the case of an out-of-state foreclosing Creditor, their in-State representatives, shall be responsible to comply with the requirements of all other ordinances adopted by the City of Asbury Park and the Code of the City relating to vacant and/or abandoned property, in the same manner as those ordinances and the Code of the City pertain to the title owners of such vacant and/or abandoned property.
(Ord. No. 2015-18 § 13-3.2)

803-1.3 Notice.

a. The City's public officer shall be authorized to issue a notice to a Creditor that has filed a summons and complaint in an action to foreclose on a residential property within the City, if the public officer determines that the Creditor has violated this section by failing to provide for the care, maintenance, security, and upkeep of the exterior of the property. Where a Creditor is an out-of-State Creditor, the notice shall be issued to the representative or agent that has been identified by the Creditor pursuant to subsection 13-4.2 and the Save New Jersey Homes Act of 2008.

b. The notice referenced in paragraph a. above shall require the Creditor to correct the violation(s) within 30 days of receipt of the notice, or within 10 days of receipt of the notice if the violation presents an imminent threat to public health and safety.

c. The issuance of a notice pursuant to paragraph a. above shall constitute proof that a residential property is "Vacant and Abandoned" for the purposes of this section.

(Ord. No. 2015-18 § 13-3.3)

803-1.4 Violations and Penalties.

a. A Creditor subject to this section that is found by the municipal court of the City, or by any other court of competent jurisdiction, to be in violation of the requirement to correct a “care, maintenance, security, or upkeep violation” cited in a notice issued pursuant to this section, shall be subject to a fine of \$1,500 for each day of the violation. Any fines imposed pursuant to this subsection shall commence 31 days following the Creditor’s receipt of the notice, except where the violation is deemed to present an imminent risk to the public health and safety, in which case any fines shall commence 11 days following receipt of the notice.

b. An out-of-state Creditor subject to this section that is found by the municipal court of the City, or by any other court of competent jurisdiction, to be in violation of the requirement to appoint an in-State representative or agent shall be subject to a fine of \$2,500 for each day of the violation. Any fines imposed on an out-of-state Creditor for the failure to appoint an in-State representative or agent shall commence on the day after the 10-day period set forth in paragraph (1) of subsection a. of section 17 of P.L. 2008, c.127 (C.46:10B-51), for providing notice to the City Clerk that a summons and complaint in an action to foreclose on a mortgage has been served.

c. No less than one hundred percent (100 %) of any money collected pursuant to this section shall be utilized by the City of Asbury Park for purposes relating to its City code enforcement purposes.

(Ord. No. 2015-18 § 13-3.4)

SECTION 900--

REFERENCED STANDARDS

This chapter lists the standards that are referenced in various sections of this document. The standards are listed herein by the promulgating agency of the standard, the standard identification, the effective date and title and the section or sections of this document that reference the standard. The application of the referenced standards shall be as specified in Section 102.7. The original list can be found in the IPMC Book in the Code Department.

APPENDIX A BOARDING STANDARD

A101

GENERAL

A101.1 General.

Windows and doors shall be boarded in an approved manner to prevent entry by unauthorized

persons and shall be painted to correspond to the color of the existing structure.

A102

MATERIALS

A102.1 Boarding sheet material.

Boarding sheet material shall be minimum 1/2-inch-thick (12.7 mm) wood structural panels complying with the International Building Code.

A102.2 Boarding framing material.

Boarding framing material shall be minimum nominal 2-inch by 4-inch (51 mm by 102 mm) solid sawn lumber complying with the International Building Code.

A102.3 Boarding fasteners.

Boarding fasteners shall be minimum 3/4-inch-diameter (9.5 mm) carriage bolts of such a length as required to penetrate the assembly and as required to adequately attach the washers and nuts. Washers and nuts shall comply with the International Building Code.

A103

INSTALLATION

A103.1 Boarding installation.

The boarding installation shall be in accordance with Figures A103.1(1) and A103.1(2) and Sections A103.2 through A103.5 of the IPMC which is available for inspection.

A103.2 Boarding sheet material.

The boarding sheet material shall be cut to fit the door or window opening neatly or shall be cut to provide an equal overlap at the perimeter of the door or window.

A103.3 Windows.

The window shall be opened to allow the carriage bolt to pass through or the window sash shall be removed and stored. The 2-inch by 4-inch (51 mm by 102 mm) strong back framing material shall be cut minimum 2 inches (51 mm) wider than the window opening and shall be placed on the inside of the window opening 6 inches (152 mm) minimum above the bottom and below the top of the window opening. The framing and boarding shall be predrilled. The assembly shall be aligned and the bolts, washers and nuts shall be installed and secured.

A103.4 Door walls.

The door opening shall be framed with minimum 2-inch by 4-inch (51 mm by 102 mm) framing material secured at the entire perimeter and vertical members at a maximum of 24 inches (610 mm) on center. Blocking shall also be secured at a maximum of 48 inches (1219 mm) on center vertically. Boarding sheet material shall be secured with screws and nails alternating every 6 inches (152 mm) on center.

A103.5 Doors.

Doors shall be secured by the same method as for windows or door openings. One door to the structure shall be available for authorized entry and shall be secured and locked in an approved 2008, c.127 (C.46:10B-51), for providing notice to the City Clerk that a summons and complaint in an action to foreclose on a mortgage has been served.

BE IT FURTHER ORDAINED, that all other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

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

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2018-40 which was finally adopted by the City Council at a meeting held on the 22nd day of August, 2018

CINDY A. DYE
CITY CLERK

Property Maintenance Code update July 2018 [Compatibility Mode]

Main document changes and comments

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Page 5: Inserted	Michael Capabianco	7/9/2018 9:33:00 AM
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The buyer and seller of the property are equally responsible for the Certificate of Resale Compliance process.

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The City does not have the ability to enforce terms and conditions of lease agreements; all violations and summons shall be written to the owner or owner's property manager.

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unless previous direction or communication has been provided

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, moss, algae

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302.12A Use of Dumpsters

All dumpsters shall be property specific and not to be shared unless by adjacent properties.

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Any repairs and/or replacement must match, or be similar to, the style and color of the existing.

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Any repairs and/or replacement must match, or be similar to, the style and color of the existing.

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Any repairs and/or replacement must match, or be similar to, the style and color of the existing.

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Bedrooms shall not have exterior keys or locks.

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but not limited to,

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Continuation of an existing nonconformance shall be permitted pending compliance with all other applicable State and City laws, codes and regulations.

Header and footer changes

Text Box changes

Header and footer text box changes

Footnote changes

Endnote changes

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 XIII “PROPERTY IMPROVEMENT AND NEIGHBORHOOD PRESERVATION” is hereby amended within the “Code of the City of Asbury Park, New Jersey” in order to revise Chapter XIII in its entirety, as follows:

13-100 PROPERTY MAINTENANCE CODE

SECTION 101 - SCOPE AND INTENT

101.1 Title and General.

These regulations shall be known as the 2015 International Property Maintenance Code (as amended herein) of the City of Asbury Park (the City), hereinafter referred to as "this Code."

This Chapter shall be read and documented as: Chapter - Section. For example, this section shall be documented as follows: 13-101.1.

101.2 Scope.

The provisions of this Code shall apply to all existing residential and nonresidential structures and all existing premises and constitute minimum requirements and standards for premises, structures, equipment and facilities for light, ventilation, space, heating, sanitation, protection from the elements, a reasonable level of safety from fire and other hazards, and for a reasonable level of sanitary maintenance; the responsibility of owners, an owner's authorized agent, operators and occupants; the occupancy of existing structures and premises, and for administration, enforcement and penalties. _

101.3 Intent.

This Code shall be construed to secure its expressed intent, which is to ensure public health, safety and welfare insofar as they are affected by the continued occupancy and maintenance of structures and premises. Existing structures and premises that do not comply with these provisions shall be altered or repaired to provide a minimum level of health and safety as required herein.

101.4 Severability.

If a section, subsection, sentence, clause or phrase of this Code is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Code.

SECTION 102 - APPLICABILITY

102.1 General.

Where there is a conflict between a general requirement and a specific requirement, the specific

requirement shall govern. Where differences occur between provisions of this Code and the referenced standards, the provisions of this code shall apply. Where, in a specific case, different sections of this Code specify different requirements, the most restrictive shall govern.

102.2 Maintenance.

Equipment, systems, devices and safeguards required by this code or a previous regulation or Code under which the structure or premises was constructed, altered or repaired shall be maintained in good working order. No owner, owner's authorized agent, operator or occupant shall cause any service, facility, equipment or utility that is required under this section to be removed from, shut off from or discontinued for any occupied dwelling, except for such temporary interruption as necessary while repairs or alterations are in progress. The requirements of this Code are not intended to provide the basis for removal or abrogation of fire protection and safety systems and devices in existing structures. Except as otherwise specified herein, the owner or the owner's authorized agent shall be responsible for the maintenance of buildings, structures and premises.

102.3 Application of other codes.

Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the International Building Code, International Existing Building Code, International Energy Conservation Code, International Fire Code, International Fuel Gas Code, International Mechanical Code, International Residential Code, International Plumbing Code and NFPA 70 or adopted State and local codes. Nothing in this code shall be construed to cancel, modify or set aside any provision of the International Zoning Code.

102.4 Existing remedies.

The provisions in this Code shall not be construed to abolish or impair existing remedies of the jurisdiction or its officers or agencies relating to the removal or demolition of any structure that is dangerous, unsafe and unsanitary.

102.5 Workmanship.

Repairs, maintenance work, alterations or installations that are caused directly or indirectly by the enforcement of this Code shall be executed and installed in a workmanlike manner and installed in accordance with the manufacturer's instructions.

102.6 Historic buildings.

The provisions of this Code shall not be mandatory for existing buildings or structures designated as historic buildings, where such buildings or structures are judged by the Code Official to be safe and in the public interest of health, safety and welfare.

102.7 Referenced codes and standards.

The codes and standards referenced in this Code shall be those that are listed in Section 9 and considered part of the requirements of this Code to the prescribed extent of each such reference and as further regulated in Sections 102.7.1 and 102.7.2.

Exception: Where enforcement of a code provision would violate the conditions of the listing of the equipment or appliance, the conditions of the listing shall apply.

102.7.1 Conflicts.

Where conflicts occur between provisions of this code and the referenced standards, the provisions of this code shall apply.

102.7.2 Provisions in referenced codes and standards.

Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code, the provisions of this code, as applicable, shall take precedence over the provisions in the referenced code or standard.

102.8 Requirements not covered by code.

Requirements necessary for the strength, stability or proper operation of an existing fixture, structure or equipment, or for the public safety, health and general welfare, not specifically covered by this code, shall be determined by the code official.

102.9 Application of references.

References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this code.

102.10 Severability clause

If any provision of this Code, or any application of any provision, is held invalid, the invalidity shall not affect other applications of the provision, or other provisions of this Code, which reasonably can be given effect despite the invalidity.

102.11 Other laws.

The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.

SECTION 103 -- ADMINISTRATION AND ENFORCEMENT

103.1 General.

The Department of Property Improvement and Neighborhood Preservation and Code

Enforcement is hereby created and the executive official in charge thereof shall be known as the code official.

103.2 Appointment.

The code official shall be appointed by the chief appointing authority of the jurisdiction.

103.3 Deputies.

May be appointed in accordance with the prescribed procedures of this jurisdiction.

103.4 Liability.

The code official, member of the board of appeals or employee charged with the enforcement of this Code, while acting for the jurisdiction, in good faith and without malice in the discharge of the duties required by this Code or other pertinent law or ordinance, shall not thereby be rendered civilly or criminally liable personally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act or by reason of an act or omission in the discharge of official duties.

103.4.1 Legal defense.

Any suit or criminal complaint instituted against any officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by the legal representative of the jurisdiction until the final termination of the proceedings. The code official or any subordinate shall not be liable for costs in an action, suit or proceeding that is instituted in pursuance of the provisions of this code.

103.5 Fees.

The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be as authorized as per City Ordinance.

103.6 Inspections.

A. Property Maintenance Code. The City of Asbury Park shall have the right to conduct inspections on all structures that come within this article. All inspections conducted pursuant to this article shall be performed in accordance with the procedures set forth in the 2015 International Property Maintenance Code of the City of Asbury Park, with the exception that any inspections conducted pursuant to the Uniform Fire Code shall be performed in accordance with the provisions set forth in the Uniform Fire Code and any inspection under the Hotel and Multiple Dwelling Law shall be performed in accordance with the N.J. Hotel and Multiple Dwelling Law.

B. Certificate of Rental Compliance. No person, agency, corporation, partnership, firm,

company, owner, real estate agent, broker or any other individual shall hereafter rent, lease or sublet to another or allow any person or persons to live in or occupy as a tenant or otherwise or suffer or permit any change in occupancy or use of any building, dwelling or dwelling unit or part thereof, as the owner of said premises or on behalf of the owner of said premises, without first obtaining from the Department of Neighborhood Preservation and Code Enforcement, a Certificate of Rental Compliance stating that at the time of the proposed rental lease or subletting, the premises complied with all applicable ordinances of the City of Asbury Park. The specific requirements for inspections for Rental Compliance are set forth in detail in Section 104 et seq. of this Code.

C. Certificate of Resale Compliance for all Real Property at Time of Sale and Transfer of Title. No person, agency, corporation, partnership, firm, company, owner, real estate agent, broker or any other individual shall hereafter sell or transfer title to real property to another, or otherwise permit any change in occupancy or use of any building, dwelling or dwelling unit or part thereof in conjunction with the transfer of title to said premises, as the owner of said premises or on behalf of the owner of said premises, without first obtaining from the Department of Neighborhood Preservation and Code Enforcement, a Certificate of Resale Compliance stating that at the time of the proposed sale or transfer of title, the premises complied with all applicable ordinances of the City of Asbury Park. The buyer and seller of the property are equally responsible for the Certificate of Resale Compliance process.

D. In the event the owner or lessor of a premises fails to correct a nuisance, defect or other violation, following proper notice of same, the City of Asbury Park may take all necessary and appropriate actions to abate said nuisance, correct said defect or violation or put said premises in proper condition in accordance with state laws and local ordinances at the cost of the owner of lessor. Pursuant to N.J.S.A. 40:48-2.12(f), the cost expended by the municipality for such purpose shall be charged to the owner or lessor and shall become a lien against said premises as provided by law. The City does not have the ability to enforce terms and conditions of lease agreements; all violations and summons shall be written to the owner or owner's property manager.

103.7 Procedures.

A. Property Maintenance Code. All inspections conducted pursuant to this article shall be performed in accordance with the procedures set forth in the 2015 International Property Maintenance Code of the City of Asbury Park, with the exception that any inspections conducted pursuant to the Uniform Fire Safety Act shall be performed in accordance to said Act and any inspections pursuant to the N.J. Hotel and Multiple Dwelling Law shall be conducted in accordance and procedures set forth therein.

B. Certificate of Rental Compliance. The Department of Neighborhood Preservation and Code Enforcement shall make available appropriate application forms for Certificate of Rental Compliance in its' office, and/or by any other means available. These forms shall be obtained and completed by the owner, agent, or broker of each such rental property and individual rental unit therein. All required inspections shall be completed as evidenced by the issuance of a Certificate of Rental Compliance before the continued occupancy of the rental property or

individual unit in a rental property occurs, and in accordance with the requirements of Section 104 of this Code, below. The landlord shall make application for an inspection under this section at least ten (10) business days prior to the intended new tenancy/occupancy, or the expiration of the current Certificate of Rental Compliance, whichever is sooner, and the certificate of rental compliance shall be issued before a new tenancy or change in occupancy is permitted. The Department of Neighborhood Preservation and Code Enforcement shall make an inspection and issue a certificate of compliance, if the dwelling unit complies with the 2015 International Property Maintenance Code of the City of Asbury Park.

C. Certificate of Resale Compliance for all Real Property at Time of Sale and Transfer of Title. The Department of Neighborhood Preservation and Code Enforcement shall make available appropriate application forms for a Certificate of Resale Compliance in its' office, and/or by any other means available. It is the responsibility of the seller, the seller's real estate agent or broker, to apply to the Department of Neighborhood Preservation and Code Enforcement, not more than thirty (30) days, nor less than (10) days prior to the expected date of sale, for inspection by the Code Official or housing inspector. If such inspection indicates that the building is in compliance with the provisions of the 2015 International Property Maintenance Code of the City of Asbury Park, a Certificate of Resale Compliance is issued to the applicant. If the building is not in compliance, a list of existing deficiencies and violations is provided to the seller who shall correct them prior to closing of title in the sale.

- 1) The buyer of a property for which a Certificate of Resale Compliance is required may elect to make the corrections necessary to obtain the Certificate of Resale Compliance required hereunder. In that event, upon delivery to the code official of a written Letter of Intent, signed by the buyer(s), with their signatures being notarized, indicating their agreement for making all such necessary repairs to bring the property into compliance within a time acceptable to the city, then a Conditional Certificate of Resale Compliance may be issued. In no event is the time period permitted for the buyer(s) to make repairs after sale to be greater than six months.

D. The Certificate of Resale Compliance, as set forth above, shall be valid for a period of thirty (30) days from the date of issue. At the end of the thirty (30) days, the Certificate of Resale Compliance shall expire, and a new application and inspection must be submitted and obtained prior to closing of title on the sale of the property may occur.

E. Violations of any requirement of this chapter must be corrected by the owner of the unit/property before the issuance of a Certificate of Rental or Resale Compliance. The responsibility for correction of a violation, except in the case of a rental, may be assumed by the buyer, with the written notification and approval of the seller, buyer and Department of Neighborhood Preservation and Code Enforcement.

F. Failure by seller to apply for and/or obtain a Certificate of Resale Compliance prior to transfer of title, or failure of a buyer to complete agreed-upon repairs within the time deemed acceptable by the City, constitutes a violation of this chapter. Both the seller and buyer shall be in violation of this Code, in the event a closing of title on the sale of property occurs without first

obtaining a Certificate of Resale Compliance, in accordance with the procedures in this Code.

G. In no event shall the issuance of a Certificate of Rental or Resale Compliance pursuant to this Code be considered the same as, or a substitute for, a Certificate of Occupancy under the New Jersey Uniform Construction Code, N.J.A.C. 52:27D-119 et seq., as required in Chapter XII of this Code.

SECTION 104 -- RENTAL REGULATIONS AND REGISTRATION OF RENTAL PROPERTIES AND LANDLORDS. RESERVED

SECTION 105 - DUTIES AND POWERS OF THE CODE OFFICIAL

105.1 General.

The code official is hereby authorized and directed to enforce the provisions of this code. The code official shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.

105.2 Inspections.

The code official shall make all of the required inspections, or shall accept reports of inspection by approved agencies or individuals. Reports of such inspections shall be in writing and be certified by a responsible officer of such approved agency or by the responsible individual. The code official is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the appointing authority.

105.3 Right of entry.

In accordance with State and case law, where it is necessary to make an inspection to enforce the provisions of this code, or whenever the code official has reasonable cause to believe that there exists in a structure or upon a premises a condition in violation of this code, the code official, or a code officer in this Department, is authorized to enter the structure or premises at reasonable times to inspect or perform the duties imposed by this code, provided that if such structure or premises is occupied the code official or officer shall present credentials to the occupant and request entry. If such structure or premises is unoccupied, the code official shall first make a reasonable effort to locate the owner, owner's authorized agent or other person having charge or control of the structure or premises and request entry. If entry is refused, the code official shall have recourse to the remedies provided by law to secure entry.

105.4 Identification.

The code official shall carry proper identification when inspecting structures or premises in the performance of duties under this code.

105.5 Notices and orders.

The code official shall issue all necessary notices or orders to ensure compliance with this code.

105.6 Department records.

The code official shall keep official records of all business and activities of the department specified in the provisions of this code. Such records shall be retained in the official records for the period required for retention of public records.

SECTION 106 - APPROVAL**106.1 Modifications.**

Existing State of New Jersey law, code, regulations and rules shall govern required repairs. In most circumstances, the repairs will be completed under the auspices of the applicable Construction or subcode official (for example: Fire or electrical subcode official and the regulations that govern them). The Construction or subcode official will have jurisdiction over the permitting and repair process. Whenever there are practical difficulties involved in carrying out the provisions of this code, the code official shall have the authority to grant modifications for individual cases upon application of the owner or owner's authorized agent, provided the code official shall first find that special individual reason makes the strict letter of this code impractical, the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, life and fire safety requirements. The details of action granting modifications shall be recorded and entered in the department files.

106.2 Alternative materials, methods and equipment.

Existing State of New Jersey law, code, regulations and rules shall govern required repairs. In most circumstances, the repairs will be completed under the auspices of the applicable Construction or subcode official (for example: Fire or electrical subcode official and the regulations that govern them). The Construction or subcode official will have jurisdiction over the permitting and repair process. The provisions of this code are not intended to prevent the installation of any material or to prohibit any method of construction not specifically prescribed by this code, provided that any such alternative has been approved. An alternative material or method of construction shall be approved where the Construction official finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, at least the equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability and safety. Where the alternative material, design or method of construction is not approved, the code official shall respond in writing, stating the reasons the alternative was not approved.

106.3 Required testing.

Whenever there is insufficient evidence of compliance with the provisions of this code or evidence that a material or method does not conform to the requirements of this code, or in order

to substantiate claims for alternative materials or methods, the Construction official shall have the authority to require tests to be made as evidence of compliance at no expense to the jurisdiction.

106.3.1 Test methods.

Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the Construction official shall be permitted to approve appropriate testing procedures performed by an approved agency.

106.3.2 Test reports.

Reports of tests shall be retained by the code official for the period required for retention of public records.

106.4 Used material and equipment.

The use of used materials that meet the requirements of this Code for new materials is permitted. Materials, equipment and devices shall not be reused unless such elements are in good repair or have been reconditioned and tested where necessary, placed in good and proper working condition and approved by the Construction official.

106.5 Approved materials and equipment.

Materials, equipment and devices approved by the Construction official shall be constructed and installed in accordance with such approval.

106.6 Research reports.

Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid research reports from approved sources.

SECTION 107 -- VIOLATIONS

107.1 Unlawful acts.

It shall be unlawful for a person, firm or corporation to be in conflict with or in violation of any of the provisions of this Code.

107.2 Notice of violation.

The code official shall serve a notice of violation or order in accordance with Section 108.

107.3 Prosecution of violation.

Any person failing to comply with a notice of violation or order served in accordance with

Section 108 of this Code shall be deemed guilty of a misdemeanor or civil infraction as determined by the local municipality. If the notice of violation is not complied with, the code official shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction on such premises shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

107.4 Violation penalties.

Any person who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be prosecuted within the limits provided by state or local laws. Each day that a violation continues after due notice has been served shall be deemed a new and separate offense.

107.5 Abatement of violation.

The imposition of the penalties herein prescribed shall not preclude the legal officer of the jurisdiction from instituting appropriate action to restrain, correct or abate a violation, or to prevent illegal occupancy of a building, structure or premises, or to stop an illegal act, conduct, business or utilization of the building, structure or premises.

SECTION 108 -- NOTICES AND ORDERS

108.1 Notice to person responsible.

Whenever the code official determines that there has been a violation of this code or has grounds to believe that a violation has occurred, notice shall be given in the manner prescribed in Sections 108.2 and 108.3 to the person responsible for the violation as specified in this code. Notices for condemnation procedures shall also comply with Section 108.3.

108.2 Form.

Such notice prescribed in Section 108.1 shall be in accordance with all of the following:

1. Be in writing.
2. Include a description of the real estate sufficient for identification.
3. Include a statement of the violation or violations and why the notice is being issued.
4. Include a correction order allowing a reasonable time to make the repairs and improvements required to bring the dwelling unit or structure into compliance with the provisions of this Code.
5. Inform the property owner or owner's authorized agent of the right to appeal.

6. Include a statement of the right to file a lien in accordance with Section 107.3.

108.3 Method of service.

Such notice shall be deemed to be properly served if a copy thereof is:

1. Delivered personally;
2. Sent by certified and first-class mail addressed to the last known address; or
3. If the notice is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice.

108.4 Unauthorized tampering.

Signs, tags or seals posted or affixed by the code official shall not be mutilated, destroyed or tampered with, or removed without authorization from the code official.

108.5 Penalties.

Penalties for noncompliance with Orders and Notices shall be as set forth in Section 107.3

108.6 Transfer of ownership.

It shall be unlawful for the owner of any dwelling unit or structure who has received a compliance order or upon whom a notice of violation has been served to sell, transfer, mortgage, lease or otherwise dispose of such dwelling unit or structure to another until the provisions of the compliance order or notice of violation have been complied with, or until such owner or the owner's authorized agent shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of violation issued by the code official and shall furnish to the code official a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such compliance order or notice of violation and fully accepting the responsibility without condition for making the corrections or repairs required by such compliance order or notice of violation. The Department of Neighborhood Preservation and Code Enforcement shall create, maintain and update forms to comply with this section from time-to-time.

108. 7 Notice Requirements.

a. *Five Day Notice Period.* A minimum five (5) day notice period prior to the issuance of the Summons for the following violation:

1. Transfer of Title Without Disclosure to purchaser of existing Violations.

b. *Forty-Eight Hour Notice Period.* A minimum forty-eight (48) hour notice period prior to the issuance of a Summons for the following violations:

1. Failure to remove weeds or plant growth deemed as a nuisance, in the discretion of the Code Official or officer
2. Any other items or violations in the discretion of the Code official or officer, deemed compliant with this section.

c. *No Notice Required.* No notices of violation shall be required prior to the issuance of a Summons for the following violations:

1. failure to provide Required Utilities (Water)
2. failure to provide Required Utilities (Electric and Heat)
3. failure to obtain a Certificate of Occupancy before Occupancy or Transfer of Title prior to closing of title
4. Trash at curb on days when pickup is not scheduled and not in compliance with the Solid Waste chapter of the City Code
5. Failure to provide proper ~~s~~ Snow removal.
6. Prohibited occupancy of a placarded structure;
7. Sanitation (exterior property and premises to be maintained clean and sanitary);
8. Grass, Weeds and plant growth in excess of 10 inches unless previous direction or communication has been provided;
9. accumulations of garbage or rubbish;
10. failure to provide clean, sanitary disposal of rubbish in a container;
11. failure to provide clean, sanitary disposal of garbage in a container;
12. overcrowding;
13. occupying non-habitable spaces for sleeping purposes;
14. failure to maintain a safe, unobstructed means of egress;
15. accumulations of trash, rubbish or other materials blocking egress;
16. tampering with a smoke or carbon monoxide detector;
17. failure to provide operable smoke and carbon monoxide systems at all times;
18. Any other items or violations deemed compliant with this section, which, in the discretion of the Code official or officer, affect the health or safety concerns of the citizens.

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SECTION 109 -- UNSAFE STRUCTURES AND EQUIPMENT

109.1 General.

When a structure or equipment is found by the Code Official to be unsafe, or when a structure is found unfit for human occupancy, or is found unlawful, such structure shall be condemned pursuant to the provisions of this Code.

109.1.1 Unsafe structures.

An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

109.1.2 Unsafe equipment.

Unsafe equipment includes any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers or other equipment on the premises or within the structure which is in such disrepair or condition that such equipment is a hazard to life, health, property or safety of the public or occupants of the premises or structure.

109.1.3 Structure unfit for human occupancy.

A structure is unfit for human occupancy whenever the Code Official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, roach, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this Code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

109.1.4 Unlawful structure.

An unlawful structure is one found in whole or in part to be occupied by more persons than permitted under this Code, or was erected, altered or occupied contrary to law.

109.1.5 Dangerous structure or premises.

For the purpose of this Code, any structure or premises that has any or all of the conditions or defects described below shall be considered dangerous:

1. Any door, aisle, passageway, stairway, exit or other means of egress that does not conform to the approved building or fire code of the jurisdiction as related to the requirements for existing buildings.
2. The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.
3. Any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged.
4. Any portion of a building, or any member, appurtenance or ornamentation on the exterior

thereof that is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting natural or artificial loads of one and one-half the original designed value.

5. The building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way.

6. The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.

7. The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.

8. Any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.

9. A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the code official to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.

10. Any building or structure, because of a lack of sufficient or proper fire-resistance-rated construction, fire protection systems, electrical system, fuel connections, mechanical system, plumbing system or other cause, is determined by the code official to be a threat to life or health.

11. Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.

109.2 Closing of vacant structures.

If the structure is vacant and unfit for human habitation and occupancy, and is not in danger of structural collapse, the code official is authorized to post a placard of condemnation on the premises and order the structure closed up so as not to be an attractive nuisance. Upon failure of the owner or owner's authorized agent to close up the premises within the time specified in the order, the code official shall cause the premises to be closed and secured through any available public agency or by contract or arrangement by private persons and the cost thereof shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate and shall be collected by any other legal resource.

109.2.1 Authority to disconnect service utilities.

The code official shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this code and the referenced codes and standards set forth in Section 102.7 in case of emergency where necessary to eliminate an immediate hazard to life or property or where such utility connection has been made without approval. The code official shall notify the serving utility and, whenever possible, the owner or owner's authorized agent and occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnection the owner, owner's authorized agent or occupant of the building structure or service system shall be notified in writing as soon as practical thereafter.

109.3 Notice.

Whenever the code official has condemned a structure or equipment under the provisions of this section, notice shall be posted in a conspicuous place in or about the structure affected by such notice and served on the owner, owner's authorized agent or the person or persons responsible for the structure or equipment in accordance with Section 107.3. If the notice pertains to equipment, it shall be placed on the condemned equipment. The notice shall be in the form prescribed in Section 107.2.

109.4 Placarding.

Upon failure of the owner, owner's authorized agent or person responsible to comply with the notice provisions within the time given, the code official shall post on the premises or on defective equipment a placard bearing the word "Condemned" and a statement of the penalties provided for occupying the premises, operating the equipment or removing the placard.

109.4.1 Placard removal.

The code official shall remove the condemnation placard whenever the defect or defects upon which the condemnation and placarding action were based have been eliminated. Any person who defaces or removes a condemnation placard without the approval of the code official shall be subject to the penalties provided by this code.

109.5 Prohibited occupancy.

Any occupied structure condemned and placarded by the code official shall be vacated as ordered by the code official. Any person who shall occupy a placarded premises or shall operate placarded equipment, and any or person responsible for the premises who shall let anyone occupy a placarded premises or operate placarded equipment shall be liable for the penalties provided by this code.

109.6 Abatement methods.

The owner, owner's authorized agent, operator or occupant of a building, premises or equipment deemed unsafe by the code official shall abate or cause to be abated or corrected such unsafe conditions either by repair, rehabilitation, demolition or other approved corrective action.

109.7 Record.

The code official shall cause a report to be filed on an unsafe condition. The report shall state the occupancy of the structure and the nature of the unsafe condition.

SECTION 110 -- EMERGENCY MEASURES**110.1 Imminent danger.**

When, in the opinion of the code official, there is imminent danger of failure or collapse of a building or structure that endangers life, or when any structure or part of a structure has fallen and life is endangered by the occupation of the structure, or when there is actual or potential danger to the building occupants or those in the proximity of any structure because of explosives, explosive fumes or vapors or the presence of toxic fumes, gases or materials, or operation of defective or dangerous equipment, the code official is hereby authorized and empowered to order and require the occupants to vacate the premises forthwith. The code official shall cause to be posted at each entrance to such structure a notice reading as follows: "This Structure Is Unsafe and Its Occupancy Has Been Prohibited by the Code Official." It shall be unlawful for any person to enter such structure except for the purpose of securing the structure, making the required repairs, removing the hazardous condition or of demolishing the same.

110.2 Temporary safeguards.

Notwithstanding other provisions of this Code, whenever, in the opinion of the code official, there is imminent danger due to an unsafe condition, the code official shall order the necessary work to be done, including the boarding up of openings, to render such structure temporarily safe whether or not the legal procedure herein described has been instituted; and shall cause such other action to be taken as the code official deems necessary to meet such emergency.

110.3 Closing streets.

When necessary for public safety, the code official shall temporarily close structures and close, or order the authority having jurisdiction to close, sidewalks, streets, public ways and places adjacent to unsafe structures, and prohibit the same from being utilized. The Code Official shall immediately contact the Chief of Police (or highest ranking officer), Fire Chief and the City Manager.

110.4 Emergency repairs.

For the purposes of this section, the code official shall employ the necessary labor and materials to perform the required work as expeditiously as possible. This work shall be then liened against the property as to ensure complete reimbursement.

110.5 Costs of emergency repairs.

Costs incurred in the performance of emergency work shall be paid by the jurisdiction. The legal counsel of the jurisdiction shall institute appropriate action against the owner of the premises or owner's authorized agent where the unsafe structure is or was located for the recovery of such costs.

110.6 Hearing.

Any person ordered to take emergency measures shall comply with such order forthwith. Any affected person shall thereafter, upon petition directed to the appeals board, be afforded a hearing as described in this code.

SECTION 111 - DEMOLITION**111.1 General.**

The code official shall order the owner or owner's authorized agent of any premises upon which is located any structure, which in the code official's or owner's authorized agent judgment after review is so deteriorated or dilapidated or has become so out of repair as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to demolish and remove such structure; or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary, or to board up and hold for future repair or to demolish and remove at the owner's option; or where there has been a cessation of normal construction of any structure for a period of more than two years, the code official shall order the owner or owner's authorized agent to demolish and remove such structure, or board up until future repair. Boarding the building up for future repair shall not extend beyond six months, unless approved by the Construction official.

111.2 Notices and orders.

Notices and orders shall comply with Section 108.

111.3 Failure to comply.

If the owner of a premises or owner's authorized agent fails to comply with a demolition order within the time prescribed, the code official shall cause the structure to be demolished and removed, either through an available public agency or by contract or arrangement with private persons, and the cost of such demolition and removal shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

111.4 Salvage materials.

When any structure has been ordered demolished and removed, the governing body or other designated officer under said contract or arrangement aforesaid shall have the right to sell the salvage and valuable materials. The net proceeds of such sale, after deducting the expenses of

such demolition and removal, shall be promptly remitted with a report of such sale or transaction, including the items of expense and the amounts deducted, for the person who is entitled thereto, subject to any order of a court. If such a surplus does not remain to be turned over, the report shall so state. All sales of materials shall be in accordance with the Local Public Contracts Law or Court Order.

SECTION 112 -- MEANS OF APPEAL

112.1 Application for appeal.

Any person directly affected by a decision of the code official or a notice or order issued under this code shall have the right to appeal to the court of competent jurisdiction.

SECTION 113 -- STOP WORK ORDER

113.1 Authority.

Whenever the code official finds any work regulated by this code being performed in a manner contrary to the provisions of this code or in a dangerous or unsafe manner, the code official is authorized to issue a stop work order.

113.2 Issuance.

A stop work order shall be in writing and shall be given to the owner of the property, to the owner's authorized agent, or to the person doing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work is authorized to resume.

113.3 Emergencies.

Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work.

113.4 Failure to comply.

Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less or more than established by Ordinance.

SECTION 200 - DEFINITIONS

SECTION 201 - GENERAL

201.1 Scope.

Unless otherwise expressly stated, the following terms shall, for the purposes of this code, have the meanings shown in this chapter.

201.2 Interchangeability.

Words stated in the present tense include the future; words stated in the masculine gender include the feminine and neuter; the singular number includes the plural and the plural, the singular.

201.3 Terms defined in other codes.

Where terms are not defined in this code and are defined in the code of the State of New Jersey, the New Jersey Uniform Construction Code, the International Building Code, International Existing Building Code, International Fire Code, International Fuel Gas Code, International Mechanical Code, International Plumbing Code, International Residential Code, International Zoning Code, NFPA 70, or local definition, such terms shall have the meanings ascribed to them as stated in those codes.

201.4 Terms not defined.

Where terms are not defined through the methods authorized by this section, such terms shall have ordinarily accepted meanings such as the context implies.

201.5 Parts.

Whenever the words "dwelling unit," "dwelling," "premises," "building," "rooming house," "rooming unit," "housekeeping unit" or "story" are stated in this code, they shall be construed as though they were followed by the words "or any part thereof."

SECTION 202 - GENERAL DEFINITIONS

ANCHORED. Secured in a manner that provides positive connection.

APPROVED. Acceptable to the code official.

BASEMENT. That portion of a building which is partly or completely below grade.

BATHROOM. A room containing plumbing fixtures including a bathtub or shower.

BEDROOM. Any room or space used or intended to be used for sleeping purposes in either a dwelling or sleeping unit.

CODE OFFICIAL. The official who is charged with the administration and enforcement of this code, or any duly authorized representative; such as inspectors. Commonly referred to as: Director of the Department of Neighborhood Preservation

CONDEMN. To adjudge unfit for occupancy.

COST OF SUCH DEMOLITION OR EMERGENCY REPAIRS. The costs shall include the actual costs of the demolition or repair of the structure less revenues obtained if salvage was conducted prior to demolition or repair. Costs shall include, but not be limited to, expenses incurred or necessitated related to demolition or emergency repairs, such as asbestos survey and abatement if necessary; costs of inspectors, testing agencies or experts retained relative to the

demolition or emergency repairs; costs of testing; surveys for other materials that are controlled or regulated from being dumped in a landfill; title searches; mailing(s); postings; recording; and attorney fees expended for recovering of the cost of emergency repairs or to obtain or enforce an order of demolition made by a code official, the governing body or board of appeals.

DETACHED. When a structural element is physically disconnected from another and that connection is necessary to provide a positive connection.

DETERIORATION. To weaken, disintegrate, corrode, rust or decay and lose effectiveness.

DWELLING UNIT. A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

EASEMENT. That portion of land or property reserved for present or future use by a person or agency other than the legal fee owner(s) of the property. The easement shall be permitted to be for use under, on or above a said lot or lots.

EQUIPMENT SUPPORT. Those structural members or assemblies of members or manufactured elements, including braces, frames, lugs, snuggers, hangers or saddles, that transmit gravity load, lateral load and operating load between the equipment and the structure.

EXTERIOR PROPERTY. The open space on the premises and on adjoining property under the control of owners or operators of such premises.

GARBAGE. The animal or vegetable waste resulting from the handling, preparation, cooking and consumption of food.

GUARD. A building component or a system of building components located at or near the open sides of elevated walking surfaces that minimizes the possibility of a fall from the walking surface to a lower level.

HABITABLE SPACE. Space in a structure for living, sleeping, eating or cooking. Bathrooms, toilet rooms, closets, halls, storage or utility spaces, and similar areas are not considered habitable spaces.

HISTORIC BUILDING

1. Listed or certified as eligible for listing, by the State Historic Preservation Officer or the Keeper of the National Register of Historic Places, in the National Register of Historic Places.
2. Designated as historic under an applicable state or local law.
3. Certified as a contributing resource within a National Register or state or locally designated historic district.

HOUSEKEEPING UNIT. A room or group of rooms forming a single habitable space equipped and intended to be used for living, sleeping, cooking and eating which does not contain, within such a unit, a toilet, lavatory and bathtub or shower.

IMMINENT DANGER. A condition which could cause serious or life-threatening injury or death at any time.

INFESTATION. The presence, within or contiguous to, a structure or premises of insects, rats, vermin or other pests.

INOPERABLE MOTOR VEHICLE. A vehicle which cannot be driven upon the public streets for reason including but not limited to being unlicensed, wrecked, abandoned, in a state of disrepair, or incapable of being moved under its own power.

LABELED. Equipment, materials or products to which have been affixed a label, seal, symbol or other identifying mark of a nationally recognized testing laboratory, inspection agency or other organization concerned with product evaluation that maintains periodic inspection of the production of the above-labeled items and whose labeling indicates either that the equipment,

material or product meets identified standards or has been tested and found suitable for a specified purpose.

LET FOR OCCUPANCY or LET. To permit, provide or offer possession or occupancy of a dwelling, dwelling unit, rooming unit, building, premise or structure by a person who is or is not the legal owner of record thereof, pursuant to a written or unwritten lease, agreement or license, or pursuant to a recorded or unrecorded agreement of contract for the sale of land.

MANUFACTURER RECOMMENDATION. Equipment, materials or products to which have been affixed a label, seal, symbol or other identifying how they are to be properly installed, maintained, etc.

NEGLECT. The lack of proper maintenance for a building or structure.

OCCUPANCY. The purpose for which a building or portion thereof is utilized or occupied.

OCCUPANT. Any individual living or sleeping in a building, or having possession of a space within a building.

OPENABLE AREA. That part of a window, skylight or door which is available for unobstructed ventilation and which opens directly to the outdoors.

OPERATOR. Any person who has charge, care or control of a structure or premises which is let or offered for occupancy.

OWNER. Any person, agent, operator, firm or corporation having legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

PERSON. An individual, corporation, partnership or any other group acting as a unit.

PEST ELIMINATION. The control and elimination of insects, rodents or other pests by eliminating their harborage places; by removing or making inaccessible materials that serve as their food or water; by other approved pest elimination methods.

PREMISES. A lot, plot or parcel of land, easement or public way, including any structures thereon.

PUBLIC WAY. Any street, alley or similar parcel of land essentially unobstructed from the ground to the sky, which is deeded, dedicated or otherwise permanently appropriated to the public for public use.

REPAIRS; EMERGENT - COMPLETING OF. Any repairs authorized by a third party and in accordance with the Local Public Contracts Law, by the code official or other authorized City representative who shall have the power to lien a property;

ROOMING HOUSE. A building arranged or occupied for lodging, with or without meals, for compensation and not occupied as a one- or two-family dwelling.

ROOMING UNIT. Any room or group of rooms forming a single habitable unit occupied or intended to be occupied for sleeping or living, but not for cooking purposes.

RUBBISH. Combustible and noncombustible waste materials, except garbage; the term shall include the residue from the burning of wood, coal, coke and other combustible materials, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery and dust and other similar materials.

SLEEPING UNIT. A room or space in which people sleep, which can also include permanent provisions for living, eating and either sanitation or kitchen facilities, but not both. Such rooms and spaces that are also part of a dwelling unit are not sleeping units.

STRICT LIABILITY OFFENSE. An offense in which the prosecution in a legal proceeding is

not required to prove criminal intent as a part of its case. It is enough to prove that the defendant either did an act which was prohibited, or failed to do an act which the defendant was legally required to do.

STRUCTURE. That which is built or constructed or a portion thereof.

TENANT. A person, corporation, partnership or group, whether or not the legal owner of record, occupying a building or portion thereof as a unit.

TOILET ROOM. A room containing a water closet or urinal but not a bathtub or shower.

ULTIMATE DEFORMATION. The deformation at which failure occurs and which shall be deemed to occur if the sustainable load reduces to 80 percent or less of the maximum strength.

VENTILATION. The natural or mechanical process of supplying conditioned or unconditioned air to, or removing such air from, any space.

WORKMANLIKE. Executed in a skilled manner; e.g., generally plumb, level, square, in line, undamaged and without marring adjacent work.

YARD. An open space on the same lot with a structure.

CHAPTER 13 - SECTION 300

GENERAL REQUIREMENTS

CHAPTER 13 - SECTION 301-- GENERAL

301.1 Scope.

The provisions of this chapter shall govern the minimum conditions and the responsibilities of persons for maintenance of structures, equipment and exterior property.

301.2 Responsibility.

The owner of the premises shall maintain the structures and exterior property in compliance with these requirements, except as otherwise provided for in this code. A person shall not occupy as owner-occupant or permit another person to occupy premises that are not in a sanitary and safe condition and that do not comply with the requirements of this chapter.

Occupants of a dwelling unit, rooming unit or housekeeping unit are responsible for keeping in a clean, sanitary and safe condition that part of the dwelling unit, rooming unit, housekeeping unit or premises which they occupy and control.

301.3 Vacant structures and land.

Vacant structures and premises thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.

301.4 Manufacturer Recommendation

All equipment, materials or products to which have been affixed a label, seal, symbol or other identifying how they are to be properly installed, maintained, etc.

301.5 More Stringent Regulation(s) to Apply - Code Enforcement

All other ordinances or parts of ordinances, or rules, regulations, etc., in conflict herewith with regards to Code Enforcement activities are hereby repealed to the extent of such consistency, except where such other ordinances or parts of ordinances provide for a higher or more stringent standard, in which event, that higher or more stringent standard shall apply.

301.5 More Stringent Regulation(s) to Apply - Other Code

All other ordinances or parts of ordinances, or rules, regulations, etc., in conflict herewith with regards to other Federal, State, County or local are hereby repealed to the extent of such consistency, except where such other ordinances or parts of ordinances provide for a higher or more stringent standard, in which event, that higher or more stringent standard shall apply. Nothing shall permit the code official to write a corrective action notice or citation based upon these codes

301.5 Willful Damage

Willful Damage. Every occupant shall be liable for willfully or maliciously causing damage to any part of the premises that results in a violation of this code. Any adult occupant shall be responsible and liable for any violation of this code caused by minors under their care or custody occupying the same unit of dwelling space, if the violations were permitted to continue with the knowledge or acquiescence or consent of the adult member.

SECTION 302 -- EXTERIOR PROPERTY AREAS

As used in this section:

Trash or debris shall mean and include the following:

Automobile left standing in an unlicensed and unusable state or condition, or parts thereof left outside of an enclosed garage, scraps of metal, wood, pieces of stone, cement, cans, bottles, scrap paper, or a combination thereof, left in such a condition as to create an unsightly, unhealthful, unsafe, or unsanitary condition, or in such manner as would constitute a fire or health hazard.

302.1 Sanitation.

Exterior property and premises shall be maintained in a clean, safe and sanitary condition. The occupant shall keep that part of the exterior property that such occupant occupies or controls in a clean and sanitary condition, free of trash or debris.

302.2 Duties of Owners and Tenants.

It shall be the duty of any owner or tenant or person in possession of any lands in the City:

- a. To keep such lands free of brush, weeds, dead and dying trees, stumps, roots, obnoxious

growths, filth, garbage, trash and debris, where the same are inimical to the preservation of public health, safety or general welfare of the City, or which may constitute a fire hazard;

b. Where the lands abut or border upon any public street or alley in the City, to remove all grass, weeds, brush and other debris from that part of the street or alley bordering on their respective lands.

302.3 Grading and drainage.

Premises shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon, or within any structure located thereon.

Exception: Approved retention areas and reservoirs.

302.3 (a) Filling of Land to Grade.

It is hereby declared to be the duty of the owner or owners of any and all lots in this City to fill and cause each and every lot to be maintained properly filled to grade at all times. This requirement shall apply to vacant lands, areas of lands not plotted into lots and lots upon which improvements are erected.

302.4 Sidewalks and driveways.

Sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free from hazardous.

302.5 Weeds.

Premises and exterior property shall be maintained free from weeds, moss, alge or plant growth in excess of six inches. Noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

Upon failure of the owner or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with Section 106.3 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the owner or agent responsible for the property. A bill may be sent or a lien placed upon said property.

Upon mailing date of the notice of violation, owner or agent having charge of a property to cut and destroy weeds after service, the owner shall have one calendar week to abate the issue and then the City shall be authorized to enter the property. A bill may be sent or a lien placed upon said property.

302.6 Rodent harborage.

Structures and exterior property shall be kept free from rodent harborage and infestation. Where rodents are found, they shall be promptly exterminated by approved processes that will not be injurious to human health.

302.6(1) Rodent harborage - continuous maintenance

After pest elimination as per Section 302.5, proper precautions shall be taken to eliminate rodent harborage and prevent re-infestation.

302.7 Exhaust vents.

Pipes, ducts, conductors, fans or blowers shall not discharge gases, steam, vapor, hot air, grease, smoke, odors or other gaseous or particulate wastes directly upon abutting or adjacent public or private property or that of another tenant.

302.8 Accessory structures.

Accessory structures, including detached garages, fences and walls, shall be maintained structurally sound and in good repair.

302.9 Motor vehicles.

Except as provided for in other regulations, no inoperative or unlicensed motor vehicle shall be parked, kept or stored on any premises, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an approved spray booth.

a. Automobile(s) left standing in an unlicensed and unusable state or condition, or parts thereof left outside of an enclosed garage, so as to be accessible to children, rodents, vermin, or insect pests, or in such condition or location as to create an unsightly appearance to neighboring property owners or the general public are prohibited.

Exception: A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and approved for such purposes.

b. No trailer of any size for vehicle repair which provides enclosed storage shall be parked, kept or stored on any premises. This prohibition shall not apply to trash, refuse or recycling containers or to any trailer owned by the municipality or being used in connection with any temporary function, including a circus or carnival, which is approved by the municipality.

302.10 Defacement of property.

No person shall willfully or wantonly damage, mutilate or deface any exterior surface of any structure or building on any private or public property by placing thereon any marking, carving

or graffiti.

It shall be the responsibility of the owner to restore said surface to an approved state of maintenance and repair.

302.10.1 GRAFFITI ABATEMENT.

302.10.2 Purpose and Intent.

The City Council of the City of Asbury Park finds graffiti on public or private property a blighting element, which leads to depreciation of the value of property that has been targeted by such vandalism and depreciates the value of the adjacent and surrounding properties to the extent that graffiti creates a negative impact upon the entire City.

The City Council finds and determines that graffiti is obnoxious and a public nuisance, and must be eliminated by means of prevention, education and abatement to avoid the detrimental impact of such graffiti on the City and its residents, and to prevent the further spread of graffiti.

The purpose and intent of the City Council, through the adoption of this section, is to provide additional enforcement tools to protect public and private property from acts of vandalism and defacement. It is the further intent of the City Council, through the adoption of this section, to provide notice to all of those who disregard the property rights of others, that the law enforcement agencies of the City, the Departments of Code Enforcement and Neighborhood Preservation and the City Attorney, will strictly enforce the law and vigorously prosecute those persons engaging in violations of this section.

302.10.3 Definitions.

Aerosol paint container shall mean any aerosol container, which is adapted or made for the purpose of spraying paint or other substance capable of defacing property.

Felt-tip marker shall mean any tipped style marker or similar implement with a tip which, at its broadest width, is one-eighth (1/8) inch, or greater.

Graffiti shall mean any unauthorized inscribing, word, figure, or design which is marked, etched, scratched, drawn, painted, pasted or otherwise affixed to or on any surface, regardless of the nature of the material of that structural component, to the extent the same was not authorized in advance by the owner thereof, or despite advance authorization, is otherwise deemed by the City Council to be a public nuisance.

Graffiti implement shall mean an aerosol paint container, a felt tip marker, or any other device containing any solution or substance capable of being used to leave a visible mark at least one-eighth (1/8) of an inch in width upon any surface.

302.10.4 Declaration of Nuisance.

a. The City Council hereby declares and finds graffiti to be a nuisance subject to abatement according to the provisions and procedures herein contained and as authorized by New Jersey Statutes N.J.S.A. 40:48-1 et seq.

b. The existence of any surface of a structure on any privately owned parcel of land which has

been defaced with graffiti after removal more than five (5) times in twelve (12) months is hereby deemed to be a nuisance, and may be abated by the City by order of the City Council requiring modifications thereto, or to the immediate area surrounding same. Such modifications may include, but are not limited to retrofitting of such surfaces at the expense of the property owner(s) of said lot, with such features or qualities as may be established by the City as necessary to reduce the attractiveness of the surface for graffiti, or as necessary to permit more convenient, expedient or efficient removal of graffiti therefrom.

302.10.5 Graffiti Prohibited.

a. No person shall place graffiti or other writing upon any public or privately owned tree or structures including, but not limited to, buildings, walls, fences, poles, sidewalks and signs, ("structures" hereinafter in this section) located within the City. It shall also be unlawful for any person to apply or affix any adhesive backed label, sticker, "bumper sticker" or similar item, to any tree or structure not owned or lawfully possessed by such person.

b. No person owning or otherwise in control of any real property within the City shall permit or allow any graffiti to be placed upon or remain on any structure located on such property.

302.10.6 Possession of Graffiti Implements by Minors Prohibited.

Possession of any graffiti implement by any person under the age of eighteen (18) years with the intent to deface property while upon public or private property shall be unlawful unless that minor has received the consent of the owner of such private property whose consent to such possession and presence is given in writing in advance or unless that minor is accompanied by and under the supervision of a parent or legal guardian. This provision shall not apply to the possession of felt tip markers by minors attending, or traveling to or from a school at which the minor is enrolled, if the minor is participating in a class at said school, which formally requires possession of such felt tip markers. The burden of proof in any prosecution for violation of this subsection shall be upon the minor student to establish the need to possess a felt tip marker.

302.10.7 Possession of Graffiti Implements Prohibited in Designated Public Places.

Possession of any graffiti implement by any person under the age of eighteen (18) years with the intent to deface property while in any public park, playground, swimming pool, recreational facility, or while in or within ten (10) feet of an underpass, bridge abutment, storm drain, or other similar type of infrastructure not normally used by the public shall be unlawful except as may be authorized by the City or unless that minor is accompanied by and under the supervision and control of a parent or legal guardian.

302.10.8 Accessibility to Graffiti Implements Prohibited.

Furnishing of Graffiti Implements to Minors Prohibited. It shall be unlawful for any person, other than a parent or legal guardian, to sell, exchange, give, loan, or otherwise furnish, or cause or permit to be exchanged, given, loaned, or otherwise furnished, any graffiti implement to any minor without the consent of the parent or lawful guardian which consent shall be given in

advance in writing.

302.10.9 Right of City to Require Removal.

a. In the event graffiti is found, the City shall provide the owner of record written notice of an order to remove said graffiti by certified mail and regular mail, which order shall afford the owner the opportunity to remove the graffiti within sixty (60) days of the date that the notice is sent, however, any government agency or department shall be afforded one hundred twenty (120) days from the date that the notice is sent to remove graffiti from property owned by the agency or department.

b. The City's order to remove shall contain a form to be utilized by a property owner to inform the City that the graffiti has been removed and shall contain a certification stating that by affixing a signature to the form indicating that the graffiti has been removed, the owner is certifying that the facts set forth therein are true and that the certification shall be considered as if made under oath and subject to the same penalties as provided by law for perjury.

302.10.10 Response to Order to Remove Graffiti from Property Owner.

A property owner who has been ordered to remove graffiti shall respond to the City by personal delivery or certified mail:

- a. Any objection to the order, within thirty (30) days of the date of the order;
- b. Notice that the graffiti has been removed, within sixty (60) days of the date of the order, or in the case of the State Department of Transportation, within one hundred twenty (120) days of the date of the order.

302.10.11 Objection to Order to Remove Graffiti.

A property owner who objects to an order to remove graffiti may institute an action challenging the order before a court of competent jurisdiction within forty five (45) days of the date of the order.

302.10.12 Failure to Comply with Order to Remove Graffiti.

a. If a property owner does not undertake the removal of graffiti within sixty (60) days of the date of the order, or in the case of the Department of Transportation, within one hundred twenty (120) days of the date of the order, unless an action challenging the order to remove graffiti is still pending, the City may remove the graffiti from that property and present the property owner with a detailed itemization of the costs incurred by the City, by certified mail and regular mail, for reimbursement from the property owner.

b. Whenever the City undertakes the removal of graffiti from any building, structure or other exposed surface, the City Council, in addition to assessing the cost of removal as municipal lien against the premises, may enforce the payment of such assessment, together with interest, as a

debt of the owner of the property and may authorize the institution of an action at law for the collection thereof. The Superior Court shall have jurisdiction of any such action.

302.10.13 Right of City to Remove.

a. Whenever the City becomes aware, or is notified and determines that graffiti is so located on public or privately owned property viewable from a public or quasi-public place within the City, the City shall be authorized to use public funds for the removal of same, or for the painting or repairing of same, but shall not authorize or undertake to provide for the painting or repair of any more extensive area than that where the graffiti is located, unless the City Manager, or designee, determines in writing that a more extensive area is required to be repainted or repaired in order to avoid aesthetic disfigurement to the neighborhood or community, or unless the responsible party agrees to pay for the costs of repainting or repairing the more extensive area. Refer to 302.10.10.

b. *Right of Entry on Private Property.*

1. Securing Owner Consent. Prior to entering upon private property or property owned by a public entity other than the City, for the purposes of removal of graffiti, the City shall attempt to secure the consent of the responsible party, and a release of the City from liability for private or public property damage.
2. Failure to Obtain Owner Consent. If a responsible party fails to remove the offending graffiti within the time herein specified, or if the City shall have requested consent to remove or paint over the offending graffiti and the responsible party shall have refused consent for entry on terms acceptable to the City consistent with the terms of this subsection, the City may commence abatement and cost recovery proceedings for the removal of the graffiti pursuant to the nuisance abatement authority granted by the State of New Jersey, which authority includes the recovery of all costs incurred by the City in abating graffiti and recordation of lien as to affected property.

302.11 Snow Removal.

All snow shall be removed within 24 hours from the termination of the snow event and within 48 hours if a State of Emergency has been declared. No snow shall be deposited within the Right-of-Way or within a City owner roadway or alley.

302.12 Placement of dumpsters.

All dumpsters shall be set upon plywood to protect the surface against ruts. This applies to dumpsters on private property, a roadway, alley, or within the right-of-way. A property owner's use of a dumpster is subject to the requirements of Ordinance 3-15.1 et seq.

302.12A Use of Dumpsters

All dumpsters shall be property specific and not to be shared unless by adjacent properties.

302.13 Trees and root systems

Trees shall be maintained to a good visual standard or in accordance with ANSI standards. All tree roots shall not impede or damage existing infrastructure such as sidewalks or fences.

302.14 Order to Remove.

Whenever any Code Official or Inspector, Police Officer or Special Police Officer deems it necessary and expedient for the preservation of the public health, safety, general welfare, or the elimination of a fire hazard, or upon investigation of a complaint of any resident, officer or employee of the City, he may order the owner, tenant or person in possession of any lands on which any brush, grass, weeds, dead and dying trees, stumps, roots, obnoxious growths, filth, garbage, trash or other debris are found to exist, to remove same within three (3) days or to cause the removal thereof if the order is not complied with.

302.15 Service of Notice.

After an investigation of a complaint of any resident, officer or employee of the City, or upon his own motion, any City Code Official or Inspector, Police Officer or Special Police Officer or other City Official appointed or directed by the City Manager (or designee) shall proceed with regard to the manner of service of notice to remove the contents thereof as provided in Section 107 et seq. herein.

302.16 Removal by City; Costs Established as a Lien.

In the event the owner, tenant or person in possession of the lands in question refuses or neglects to abate or remedy the condition complained of within three (3) days after receipt of notice, any City Code Official or Inspector, Police Officer or Special Police Officer may cause the condition complained of to be abated and remedied by referral to the City Department of Public Works, which Department shall then certify the cost thereof to the City Tax Collector, who shall cause the cost as shown thereon to be charged against the lands. The amount so charged shall forthwith become a lien upon such lands and shall be added to and become and form a part of the taxes next to be assessed and levied upon such lands, the same to bear interest at the same rate as taxes, which shall be collected and enforced by the Tax Collector in the same manner as taxes. Costs shall be in addition to any penalties imposed for a violation of this section.

In the event that the order for removal of trash or debris is as a result of the trash or debris being located on the City right-of-way and the owner, tenant or person in possession of the lands in question refuses or neglects to abate or remedy the condition complained of within forty-eight (48) hours after receipt of notice, any City Code Official or Inspector, Police Officer or Special Police Officer may cause the condition complained of to be abated and remedied by referral to the City Department of Public Works, which Department shall then certify the cost thereof to the City Tax Collector, who shall cause the cost as shown thereon to be charged against the lands. The amount so charged shall forthwith become a lien upon such lands and shall be added to and become and form a part of the taxes next to be assessed and levied upon such lands, the same to bear interest at the same rate as taxes, which shall be collected and enforced by the Tax Collector in the same manner as taxes. Costs shall be in addition to any penalties imposed for a violation of this section.

a. *Violations and Penalties.* All violators of this section shall be subject to a penalty of no less than two hundred fifty (\$250.00) dollars for each violation or thirty (30) days community service or both.

Each and every day in which a violation of this section exists shall constitute a separate violation subject to a penalty.

302.17 Exceptions.

The provisions of this section shall not apply to a regular established and licensed business known as a towing operator's storage yard, which business is subject to the special regulations provided in the City Code.

302.18 CLEAR VIEW AT INTERSECTIONS.

302.18.1 Height Restricted.

It shall be the responsibility of any owner, tenant or occupant of any parcel of land within the City to cut all brush, hedges and other plant life growing within ten (10) feet of any roadway and within twenty-five (25) feet of any intersection of two (2) roadways, to a height of not more than two and one-half (2 1/2) feet provided such shall be necessary and expedient for the preservation of the public safety. The owner, tenant or occupant shall have ten (10) days after notice to cut the same.

302.18.2 Inspection and Determination by City.

At least once in each calendar year the Department of Neighborhood Preservation may examine all roadways in the City and make a determination of each parcel of land where it is necessary and expedient for the preservation of the public safety to have any brush, hedges or other plant life cut in accordance with this section of the provisions of N.J.S.A. 40:48-2.26 and 40:48-2.27.

302.18.3 Notice to Remove.

When the Department of Neighborhood Preservation ascertains that there is a parcel of land on which exist the conditions described in this section, it shall cause notice to be given to the owner, tenant or occupant of the land to cut the brush, hedges or other plant life within ten (10) days after the notice is given. The notice shall be given in writing, either personally or by the United States certified mail. If neither method of giving notice is possible or practical, notice may be given by posting it in a prominent place on the parcel of land.

302.18.4 Removal by City; Cost Established as Lien.

If the owner, tenant or occupant fails to cut the brush within ten (10) days, the Public Works Director shall direct a City employee or arrange for an independent contractor, to cut the brush, hedges or other plant life. Where such cutting is done by the Public Works Director, or any other person, or under his direction, he shall certify the cost thereof to the City Tax Collector who shall

cause the cost as shown thereon to be charged against the land. The amount so charged shall forthwith become a lien upon the lands and shall be added to and become and form part of the taxes next to be assessed and levied upon the lands, the same to bear interest at the same rate as other taxes and shall be collected and enforced by the same officers and in the same manner as taxes.

SECTION 303

SWIMMING POOLS, SPAS AND HOT TUBS

303.1 Swimming pools.

Swimming pools shall be maintained in a clean and sanitary condition, and in good repair. All pools shall comply with existing zoning code and other State and local statutes; the stricture regulation shall apply.

303.2 Enclosures.

Private swimming pools, hot tubs and spas, containing water more than 24 inches (610 mm) in depth shall be completely surrounded by a fence or barrier not less than 48 inches (1219 mm) in height above the finished ground level measured on the side of the barrier away from the pool. Gates and doors in such barriers shall be self-closing and self-latching. Where the self-latching device is not less than 54 inches (1372 mm) above the bottom of the gate, the release mechanism shall be located on the pool side of the gate. Self-closing and self-latching gates shall be maintained such that the gate will positively close and latch when released from an open position of 6 inches (152 mm) from the gatepost. No existing pool enclosure shall be removed, replaced or changed in a manner that reduces its effectiveness as a safety barrier.

Exception: Spas or hot tubs with a safety cover that complies with ASTM F 1346 shall be exempt from the provisions of this section.

SECTION 304

EXTERIOR STRUCTURE

304.1 General.

The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.

304.1.1 Unsafe conditions.

The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the New Jersey Uniform Construction Code as required for existing buildings:

1. The nominal strength of any structural member is exceeded by nominal loads, the load effects

or the required strength;

2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects;
3. Structures or components thereof that have reached their limit state;
4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight;
5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects;
6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects;
7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects;
8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects;
9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects;
10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects;
11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects;
12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or
13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all

nominal loads and resisting all load effects.

14. Other items deemed in accordance with this section:

Exceptions:

1. Where substantiated otherwise by an approved method.
2. Demolition of unsafe conditions shall be permitted where approved by the Construction official.

304.2 Protective treatment.

Exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. Siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors and skylights, shall be maintained weather resistant and water tight. Metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion, and surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement. Any repairs and/or replacement must match, or be similar to, the style and color of the existing.

304.3 Premises identification.

Buildings shall have approved address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be not less than 3 inches (102 mm) in height with a minimum stroke width of 0.5 inch (12.7 mm). Additional or more stringent State regulations may apply; the more stringent regulations shall be the governing regulations.

304.4 Structural members.

Structural members shall be maintained free from deterioration, and shall be capable of safely supporting the imposed dead and live loads. Any repairs and/or replacement must match, or be similar to, the style and color of the existing.

304.5 Foundation walls.

Foundation walls shall be maintained plumb and free from open cracks and breaks and shall be kept in such condition so as to prevent the entry of rodents and other pests.

304.6 Exterior walls.

Exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.

304.7 Roofs and drainage.

The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance. Any repairs and/or replacement must match, or be similar to, the style and color of the existing.

304.8 Decorative features.

Cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.

304.9 Overhang extensions.

Overhang extensions including, but not limited to, canopies, marquees, signs, metal awnings, fire escapes, standpipes and exhaust ducts shall be maintained in good repair and be properly anchored so as to be kept in a sound condition. Where required, all exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

304.10 Stairways, decks, porches and balconies.

Every exterior stairway, deck, porch and balcony, and all appurtenances attached thereto, shall be maintained structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.

304.11 Chimneys and towers.

Chimneys, cooling towers, smoke stacks, and similar appurtenances shall be maintained structurally safe and sound, and in good repair. Exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

304.12 Handrails and guards.

Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

304.13 Window, skylight and door frames.

Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.

304.13.1 Glazing.

Glazing materials shall be maintained free from cracks and holes.

304.13.2 Openable windows.

Every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware.

304.14 Insect screens.

Every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with approved tightly fitting screens of minimum 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good working condition.

Exception: Screens shall not be required where other approved means, such as air curtains or insect repellent fans, are employed.

304.15 Doors (exterior).

Exterior doors, door assemblies, operator systems if provided, and hardware shall be maintained in good condition. Locks at all entrances to dwelling units and sleeping units shall tightly secure the door. Locks on means of egress doors shall be in accordance with Section 702.3.

304.16 Basement hatchways.

Every basement hatchway shall be maintained to prevent the entrance of rodents, rain and surface drainage water. Handles shall be in good working order.

304.17 Guards for basement windows.

Every basement window that is openable shall be supplied with rodent shields, storm windows or other approved protection against the entry of rodents or the elements.

304.18 Building security.

Doors, windows or hatchways for dwelling units, room units or housekeeping units shall be provided with devices designed to provide security for the occupants and property within.

304.18.1 Doors (interior).

Doors providing access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall be equipped with a deadbolt lock designed to be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort and shall have a minimum lock throw of 1 inch (25 mm). Such deadbolt locks shall be installed according to the manufacturer's specifications and maintained in good working order. For the purpose of this section, a sliding bolt shall not be considered an acceptable deadbolt lock. Bedrooms shall not have exterior keys or locks.

304.18.2 Windows.

Operable windows located in whole or in part within 6 feet (1828 mm) above ground level or a walking surface below that provide access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall be equipped with a window sash locking device.

304.18.3 Basement hatchways.

Basement hatchways that provide access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall be equipped with devices that secure the units from unauthorized entry.

304.19 Gates.

Exterior gates, gate assemblies, operator systems if provided, and hardware shall be maintained in good condition. Latches at all entrances shall tightly secure the gates.

SECTION 305**INTERIOR STRUCTURE****305.1 General.**

The interior of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition. Occupants shall keep that part of the structure that they occupy or control in a clean and sanitary condition. Every owner of a structure containing a rooming house, housekeeping units, a hotel, a dormitory, two or more dwelling units or two or more nonresidential occupancies, shall maintain, in a clean and sanitary condition, the shared or public areas of the structure and exterior property.

305.1.1 Unsafe conditions.

The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings:

1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength;
2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects;
3. Structures or components thereof that have reached their limit state;
4. Structural members are incapable of supporting nominal loads and load effects;
5. Stairs, landings, balconies and all similar walking surfaces, including guards and handrails, are not structurally sound, not properly anchored or are anchored with connections not capable of supporting all nominal loads and resisting all load effects;
6. Foundation systems that are not firmly supported by footings are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

Exceptions:

- Where substantiated otherwise by an approved method.
- Demolition of unsafe conditions shall be permitted when approved by the code official.

305.2 Structural members.

Structural members shall be maintained structurally sound, and be capable of supporting the imposed loads.

305.3 Interior surfaces.

Interior surfaces, including but not limited to, -windows, walls, and doors, shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected.

305.4 Stairs and walking surfaces.

Every stair, ramp, landing, balcony, porch, deck or other walking surface shall be maintained in sound condition and good repair. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected.

305.5 Handrails and guards.

Every handrail and guard shall be firmly fastened and capable of supporting normally imposed

loads and shall be maintained in good condition.

305.6 Interior doors.

Every interior door shall fit reasonably well within its frame and shall be capable of being opened and closed by being properly and securely attached to jambs, headers or tracks as intended by the manufacturer of the attachment hardware.

305.7 Cabinets and/or shelves

Cabinets and/or shelves for the storage of eating, drinking, and cooking equipment and utensils and of food that, under ordinary summer conditions, does not require refrigeration for safe keeping; and a counter or table for food preparation are required. All cabinets and/or shelves and counter or table shall be of sound construction furnished with surfaces that are easily cleanable and that will not impart any toxic or harmful effect on food.

SECTION 306

COMPONENT SERVICEABILITY

306.1 General.

The components of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition.

306.1.1 Unsafe conditions.

Where any of the following conditions cause the component or system to be beyond its limit state, the component or system shall be determined as unsafe and shall be repaired or replaced to comply with the, existing State or local laws or regulations, International Building Code or the International Existing Building Code as required for existing buildings:

1. Soils that have been subjected to any, but not limited to, the following conditions:
 - 1.1. Collapse of footing or foundation system;
 - 1.2. Damage to footing, foundation, concrete or other structural element due to soil expansion;
 - 1.3. Adverse effects to the design strength of footing, foundation, concrete or other structural element due to a chemical reaction from the soil;
 - 1.4. Inadequate soil as determined by a geotechnical investigation;
 - 1.5. Where the allowable bearing capacity of the soil is in doubt; or
 - 1.6. Adverse effects to the footing, foundation, concrete or other structural element due to the ground water table.
2. Concrete that has been subjected to any, but not limited to the following conditions:

- 2.1. Deterioration;
- 2.2. Ultimate deformation;
- 2.3. Fractures;
- 2.4. Fissures;
- 2.5. Spalling;
- 2.6. Exposed reinforcement; or
- 2.7. Detached, dislodged or failing connections.
- 2.8. Cracking

3. Aluminum that has been subjected to any, but not limited to the following conditions:

- 3.1. Deterioration;
- 3.2. Corrosion;
- 3.3. Elastic deformation;
- 3.4. Ultimate deformation;
- 3.5. Stress or strain cracks;
- 3.6. Joint fatigue; or
- 3.7. Detached, dislodged or failing connections; or
- 3.8. Cracking

4. Masonry that has been subjected to any, but not limited to the following conditions:

- 4.1. Deterioration;
- 4.2. Ultimate deformation;
- 4.3. Fractures in masonry or mortar joints;
- 4.4. Fissures in masonry or mortar joints;
- 4.5. Spalling;
- 4.6. Exposed reinforcement; or
- 4.7. Detached, dislodged or failing connections; or
- 4.8. Cracking

5. Steel that has been subjected to any, but not limited to the following conditions:

- 5.1. Deterioration;
- 5.2. Elastic deformation;
- 5.3. Ultimate deformation;
- 5.4. Metal fatigue; or
- 5.5. Detached, dislodged or failing connections; or
- 5.6. Cracking

6. Wood that has been subjected to any of, but not limited to, following conditions:

- 6.1. Ultimate deformation;
- 6.2. Deterioration;
- 6.3. Damage from insects, rodents and other vermin;
- 6.4. Fire damage beyond charring;

- 6.5. Significant splits and checks;
- 6.6. Horizontal shear cracks;
- 6.7. Vertical shear cracks;
- 6.8. Inadequate support;
- 6.9. Detached, dislodged or failing connections; or
- 6.10. Excessive cutting and notching.

Exceptions:

Where substantiated otherwise by an approved method.
Demolition of unsafe conditions shall be permitted where approved by the code official.

SECTION 307

HANDRAILS AND GUARDRAILS

307.1 General.

Every exterior and interior flight of stairs having more than four risers shall have a handrail on one side of the stair and every open portion of a stair, landing, balcony, porch, deck, ramp or other walking surface that is more than 30 inches (762 mm) above the floor or grade below shall have guards. Handrails shall be not less than 30 inches (762 mm) in height or more than 42 inches (1067 mm) in height measured vertically above the nosing of the tread or above the finished floor of the landing or walking surfaces. Guards shall be not less than 30 inches (762 mm) in height above the floor of the landing, balcony, porch, deck, or ramp or other walking surface.

Exception: Guards shall not be required where exempted by the adopted building code.

SECTION 308

RUBBISH AND GARBAGE

308.1 Accumulation of rubbish or garbage.

Exterior property and premises, and the interior of every structure, shall be free from any accumulation of rubbish or garbage.

308.2 Disposal of rubbish.

Every occupant of a structure shall dispose of all rubbish in a clean and sanitary manner by placing such rubbish in approved containers.

308.2.1 Rubbish storage facilities.

The owner of every occupied premises shall supply approved covered containers for rubbish, and

the owner of the premises shall be responsible for the removal of rubbish.

308.2.2 Refrigerators.

Refrigerators and similar equipment not in operation shall not be discarded, abandoned or stored on premises without first removing the doors.

308.3 Disposal of garbage.

Every occupant of a structure shall dispose of garbage in a clean and sanitary manner by placing such garbage in an approved garbage disposal facility or approved garbage containers.

308.3.1 Garbage facilities.

The owner of every dwelling shall supply one of the following: an approved mechanical food waste grinder in each dwelling unit; an approved incinerator unit in the structure available to the occupants in each dwelling unit; or an approved leak proof, covered, outside garbage container.

308.3.2 Containers.

The operator of every establishment producing garbage shall provide, and at all times cause to be utilized, approved leak proof containers provided with close-fitting covers for the storage of such materials until removed from the premises for disposal.

308.3.3 Containers - Standards.

All items to be collected from curbside will be placed at curbside in upright container, plastic bags, tied in bundles, or otherwise contained so as to not be loose - in no case shall any container, bag or bundle exceed 60lbs in weight or 55 gallons. Items secured in bundles (i.e. branches, wood, hedge clippings, carpeting) shall not exceed 4ft in length. Household furniture placed at curb shall not exceed 120lbs. Household odds

and ends (i.e. a door, shutter, and window) shall not exceed 120lbs.

Quantity to be collected from residential and non-residential premises per pickup day shall conform to the following:

1. Type 10 Household Trash - Not more than five containers and/or bags per dwelling unit and non-residential establishment, per pickup day - Total aggregate per dwelling unit or non-residential establishment not to exceed 300 lbs.
2. Type 13 Bulk Waste - No more than three large items - total aggregate of items, bags, bundles or containers not to exceed 360 lbs per dwelling unit or non-residential establishment, per pickup day. For premises having more than one dwelling unit or more than one non-residential establishment, no more than six large bulk items or an aggregate of 720lbs are to be collected per pickup per building.
3. Type 23 Yard Waste - No more than three bundles, bags or containers per residential or non-residential unit or in the aggregate more than 180lbs, per pickup day. For Premises having more than one dwelling or non-residential establishment no more than six bundles, bags or containers (aggregate) weight not to exceed

360lbs) are to be collected per pickup day.

SECTION 309

PEST ELIMINATION

309.1 Infestation.

Structures shall be kept free from insect and rodent infestation. Structures in which insects or rodents are found shall be promptly exterminated by approved processes that will not be injurious to human health. After pest elimination, proper precautions shall be taken to prevent re-infestation.

309.2 Owner.

The owner of any structure shall be responsible for pest elimination within the structure prior to renting or leasing the structure.

309.3 Single occupant.

The occupant of a one-family dwelling or of a single-tenant nonresidential structure shall be responsible for pest elimination on the premises.

309.4 Multiple occupancy.

The owner of a structure containing two or more dwelling units, a multiple occupancy, a rooming house or a nonresidential structure shall be responsible for pest elimination in the public or shared areas of the structure and exterior property. If infestation is caused by failure of an occupant to prevent such infestation in the area occupied, the occupant and owner shall be responsible for pest elimination.

309.5 Occupant.

The occupant of any structure shall be responsible for the continued rodent and pest-free condition of the structure.

Exception: Where the infestations are caused by defects in the structure, the owner shall be responsible for pest elimination.

CHAPTER 13 - SECTION 400 -- LIGHT, VENTILATION AND OCCUPANCY LIMITATIONS

SECTION 401

GENERAL

401.1 Scope.

The provisions of this chapter shall govern the minimum conditions and standards for light, ventilation and space for occupying a structure.

401.2 Responsibility.

The owner of the structure shall provide and maintain light, ventilation and space conditions in compliance with these requirements. A person shall not occupy as owner-occupant, or permit another person to occupy, any premises that do not comply with the requirements of this chapter.

401.3 Alternative devices.

In lieu of the means for natural light and ventilation herein prescribed, artificial light or mechanical ventilation complying with the International Building Code shall be permitted.

SECTION 402**LIGHT****402.1 Habitable spaces.**

Every habitable space shall have not less than one window of approved size facing directly to the outdoors or to a court. The minimum total glazed area for every habitable space shall be 8 percent of the floor area of such room. Wherever walls or other portions of a structure face a window of any room and such obstructions are located less than 3 feet (914 mm) from the window and extend to a level above that of the ceiling of the room, such window shall not be deemed to face directly to the outdoors nor to a court and shall not be included as contributing to the required minimum total window area for the room.

Exception: Where natural light for rooms or spaces without exterior glazing areas is provided through an adjoining room, the unobstructed opening to the adjoining room shall be not less than 8 percent of the floor area of the interior room or space, but a minimum of 25 square feet (2.33 m²). The exterior glazing area shall be based on the total floor area being served.

402.2 Common halls and stairways.

Every common hall and stairway in residential occupancies, other than in one- and two-family dwellings, shall be lighted at all times with not less than a 60-watt standard incandescent light bulb for each 200 square feet (19 m²) of floor area or equivalent illumination, provided that the spacing between lights shall not be greater than 30 feet (9144 mm). In other than residential occupancies, means of egress, including exterior means of egress, stairways shall be illuminated at all times the building space served by the means of egress is occupied with not less than 1 footcandle (11 lux) at floors, landings and treads.

402.3 Other spaces.

All other spaces shall be provided with natural or artificial light sufficient to permit the maintenance of sanitary conditions, and the safe occupancy of the space and utilization of the appliances, equipment and fixtures.

SECTION 403

VENTILATION

403.1 Habitable spaces.

Every habitable space shall have not less than one openable window. The total openable area of the window in every room shall be equal to not less than 45 percent of the minimum glazed area required in Section 402.1.

Exception: Where rooms and spaces without openings to the outdoors are ventilated through an adjoining room, the unobstructed opening to the adjoining room shall be not less than 8 percent of the floor area of the interior room or space, but not less than 25 square feet (2.33 m²). The ventilation openings to the outdoors shall be based on a total floor area being ventilated.

403.2 Bathrooms and toilet rooms.

Every bathroom and toilet room shall comply with the ventilation requirements for habitable spaces as required by Section 403.1, except that a window shall not be required in such spaces equipped with a mechanical ventilation system. Air exhausted by a mechanical ventilation system from a bathroom or toilet room shall discharge to the outdoors and shall not be recirculated.

403.3 Cooking facilities.

Unless approved through the certificate of occupancy, cooking shall not be permitted in any rooming unit or dormitory unit, and a cooking facility or appliance shall not be permitted to be present in the rooming unit or dormitory unit.

Exceptions:

1. Where specifically approved in writing by the code official.
2. Devices such as coffee pots and microwave ovens shall not be considered cooking appliances.

403.4 Process ventilation.

Where injurious, toxic, irritating or noxious fumes, gases, dusts or mists are generated, a local exhaust ventilation system shall be provided to remove the contaminating agent at the source. Air shall be exhausted to the exterior and not be recirculated to any space.

403.5 Clothes dryer exhaust.

Clothes dryer exhaust systems shall be independent of all other systems and shall be exhausted outside the structure in accordance with the manufacturer's instructions.

Exception: Listed and labeled condensing (ductless) clothes dryers.

SECTION 404

OCCUPANCY LIMITATIONS

404.1 Privacy.

Dwelling units, hotel units, housekeeping units, rooming units and dormitory units shall be arranged to provide privacy and be separate from other adjoining spaces.

404.2 Minimum room widths.

A habitable room, other than a kitchen, shall be not less than 7 feet (2134 mm) in any plan dimension. Kitchens shall have a minimum clear passageway of 3 feet (914 mm) between counterfronts and appliances or counterfronts and walls.

404.3 Minimum ceiling heights.

Habitable spaces, hallways, corridors, laundry areas, bathrooms, toilet rooms and habitable basement areas shall have a minimum clear ceiling height of 7 feet (2134 mm).

Exceptions:

1. In one- and two-family dwellings, beams or girders spaced not less than 4 feet (1219 mm) on center and projecting a maximum of 6 inches (152 mm) below the required ceiling height.
2. Basement rooms in one- and two-family dwellings occupied exclusively for laundry, study or recreation purposes, having a minimum ceiling height of 6 feet 8 inches (2033 mm) with a minimum clear height of 6 feet 4 inches (1932 mm) under beams, girders, ducts and similar obstructions.
3. Rooms occupied exclusively for sleeping, study or similar purposes and having a sloped ceiling over all or part of the room, with a minimum clear ceiling height of 7 feet (2134 mm) over not less than one-third of the required minimum floor area. In calculating the floor area of such rooms, only those portions of the floor area with a minimum clear ceiling height of 5 feet (1524 mm) shall be included.
4. Confliction with other State codes

404.4 Bedroom and living room requirements.

Every bedroom and living room shall comply with the requirements of Sections 404.4.1 through 404.4.5.

404.4.1 Room area.

Every living room shall contain not less than 120 square feet (11.2 m2) and every bedroom shall contain not less than 70 square feet (6.5 m2) and every bedroom occupied by more than one person shall contain not less than 50 square feet (4.6 m2) of floor area for each occupant thereof. Continuation of an existing nonconformance shall be permitted pending compliance with all other applicable State and City laws, codes and regulations.

404.4.2 Access from bedrooms.

Bedrooms shall not constitute the only means of access to other bedrooms or habitable spaces and shall not serve as the only means of egress from other habitable spaces.

Exception: Units that contain fewer than two bedrooms.

404.4.3 Water closet accessibility.

Every bedroom shall have access to not less than one water closet and one lavatory without passing through another bedroom. Every bedroom in a dwelling unit shall have access to not less than one water closet and lavatory located in the same story as the bedroom or an adjacent story.

404.4.4 Prohibited occupancy.

Kitchens and nonhabitable spaces shall not be used for sleeping purposes.

404.4.5 Other requirements.

Bedrooms shall comply with the applicable provisions of this code including, but not limited to, the light, ventilation, room area, ceiling height and room width requirements of this chapter; the plumbing facilities and water-heating facilities requirements of Chapter 5; the heating facilities and electrical receptacle requirements of Chapter 6; and the smoke detector and emergency escape requirements of Chapter 7.

404.5 Overcrowding.

Dwelling units shall not be occupied by more occupants than permitted by the minimum area requirements of Table 404.5.

TABLE 404.5

MINIMUM AREA REQUIREMENTS

Space	1- 2 Occupants	3 - 5 Occupants	6 or more
Living Room a,b	No requirement	120	150
Dining Room a,b	No requirement	80	100
Bedrooms	Shall comply with Section 404.4		
For SI: 1 square foot = 0.093 m2			

404.5.1 Sleeping area.

The minimum occupancy area required by Table 404.5 shall not be included as a sleeping area in determining the minimum occupancy area for sleeping purposes. Sleeping areas shall comply with Section 404.4.

404.5.2 Combined spaces.

Combined living room and dining room spaces shall comply with the requirements of Table 404.5 if the total area is equal to that required for separate rooms and if the space is located so as to function as a combination living room/dining room.

404.6 Efficiency unit.

Nothing in this section shall prohibit an efficiency living unit from meeting the following requirements:

1. A unit occupied by not more than one occupant shall have a minimum clear floor area of 120 square feet (11.2 m²). A unit occupied by not more than two occupants shall have a minimum clear floor area of 220 square feet (20.4 m²). A unit occupied by three occupants shall have a minimum clear floor area of 320 square feet (29.7 m²). These required areas shall be exclusive of the areas required by Items 2 and 3.
2. The unit shall be provided with a kitchen sink, cooking appliance and refrigeration facilities, each having a minimum clear working space of 30 inches (762 mm) in front. Light and ventilation conforming to this code shall be provided.
3. The unit shall be provided with a separate bathroom containing a water closet, lavatory and bathtub or shower.
4. The maximum number of occupants shall be three.

404.7 Food preparation.

All spaces to be occupied for food preparation purposes shall contain suitable space and equipment to store, prepare and serve foods in a sanitary manner. There shall be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage.

CHAPTER 13 - SECTION 500-

**PLUMBING FACILITIES AND FIXTURE
REQUIREMENTS**

**SECTION 501
GENERAL**

501.1 Scope.

The provisions of this chapter shall govern the minimum plumbing systems, facilities and plumbing fixtures to be provided.

501.2 Responsibility.

The owner of the structure shall provide and maintain such plumbing facilities and plumbing fixtures in compliance with these requirements. A person shall not occupy as owner-occupant or permit another person to occupy any structure or premises that does not comply with the requirements of this chapter.

SECTION 502**REQUIRED FACILITIES****502.1 Dwelling units.**

Every dwelling unit shall contain its own bathtub or shower, lavatory, water closet and kitchen sink, refrigerator, and stove that shall be maintained in a sanitary, safe working condition. The lavatory shall be placed in the same room as the water closet or located in close proximity to the door leading directly into the room in which such water closet is located. A kitchen sink shall not be used as a substitute for the required lavatory.

The stove, for cooking food, and a refrigerator or refrigerator-freezer shall be required. Said refrigerator shall be capable of maintaining safe storage of food at temperatures less than 45 degrees Fahrenheit but more than 32 degrees Fahrenheit. Said stove and refrigerator, and/or refrigerator-freezer shall be properly installed with all necessary connections for safe, sanitary, and efficient operation and shall be maintained in good working condition. Said equipment need not be installed while a dwelling unit is not occupied.

Cabinets and/or shelves: Cabinets and/or shelves for the storage of eating, drinking, and cooking equipment and utensils and of food that, under ordinary summer conditions, does not require refrigeration for safe keeping; and a counter or table for food preparation are required. All cabinets and/or shelves and counter or table shall be of sound construction furnished with surfaces that are easily cleanable, reachable, and that will not impart any toxic or harmful effect on food.

502.2 Rooming houses.

Not less than one water closet, lavatory and bathtub or shower shall be supplied for each four rooming units.

502.3 Hotels.

Where private water closets, lavatories and baths are not provided, one water closet, one lavatory and one bathtub or shower having access from a public hallway shall be provided for each

10 occupants.

502.4 Employees' facilities.

Not less than one water closet, one lavatory and one drinking facility shall be available to employees.

502.4.1 Drinking facilities.

Drinking facilities shall be a drinking fountain, water cooler, bottled water cooler or disposable cups next to a sink or water dispenser. Drinking facilities shall not be located in toilet rooms or bathrooms.

502.5 Public toilet facilities.

Public toilet facilities shall be maintained in a safe, sanitary and working condition in accordance with the International Plumbing Code. Except for periodic maintenance or cleaning, public access and use shall be provided to the toilet facilities at all times during occupancy of the premises.

SECTION 503

TOILET ROOMS

503.1 Privacy.

Toilet rooms and bathrooms shall provide privacy and shall not constitute the only passageway to a hall or other space, or to the exterior. A door and interior locking device shall be provided for all common or shared bathrooms and toilet rooms in a multiple dwelling.

503.2 Location.

Toilet rooms and bathrooms serving hotel units, rooming units or dormitory units or housekeeping units, shall have access by traversing not more than one flight of stairs and shall have access from a common hall or passageway.

503.3 Location of employee toilet facilities.

Toilet facilities shall have access from within the employees' working area. The required toilet facilities shall be located not more than one story above or below the employees' working area and the path of travel to such facilities shall not exceed a distance of 500 feet (152 m). Employee facilities shall either be separate facilities or combined employee and public facilities.

Exception: Facilities that are required for employees in storage structures or kiosks, which are located in adjacent structures under the same ownership, lease or control, shall not exceed a travel distance of 500 feet (152 m) from the employees' regular working area to the facilities.

503.4 Floor surface.

In other than dwelling units, every toilet room floor shall be maintained to be a smooth, hard,

nonabsorbent surface to permit such floor to be easily kept in a clean and sanitary condition.

SECTION 504

PLUMBING SYSTEMS AND FIXTURES

504.1 General.

Plumbing fixtures shall be properly installed and maintained in working order, and shall be kept free from obstructions, leaks and defects and be capable of performing the function for which such plumbing fixtures are designed. Plumbing fixtures shall be maintained in a safe, sanitary and functional condition.

504.2 Fixture clearances.

Plumbing fixtures shall have adequate clearances for usage and cleaning.

504.3 Plumbing system hazards.

Where it is found that a plumbing system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, inadequate venting, cross connection, back siphonage, improper installation, deterioration or damage or for similar reasons, the code official shall require the defects to be corrected to eliminate the hazard.

SECTION 505

WATER SYSTEM

505.1 General.

Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a public water system or to an approved private water system. Kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot or tempered and cold running water in accordance with the International Plumbing Code.

505.2 Contamination.

The water supply shall be maintained free from contamination, and all water inlets for plumbing fixtures shall be located above the flood-level rim of the fixture. Shampoo basin faucets, janitor sink faucets and other hose bibs or faucets to which hoses are attached and left in place, shall be protected by an approved atmospheric-type vacuum breaker or an approved permanently attached hose connection vacuum breaker.

505.3 Supply.

The water supply system shall be installed and maintained to provide a supply of water to

plumbing fixtures, devices and appurtenances in sufficient volume and at pressures adequate to enable the fixtures to function properly, safely, and free from defects and leaks.

505.4 Water heating facilities.

Water heating facilities shall be properly installed, maintained and capable of providing an adequate amount of water to be drawn at every required sink, lavatory, bathtub, shower and laundry facility at a minimum temperature of 110°F (43°C). A gas-burning water heater shall not be located in any bathroom, toilet room, bedroom or other occupied room normally kept closed, unless adequate combustion air is provided. An approved combination temperature and pressure-relief valve and relief valve discharge pipe shall be properly installed and maintained on water heaters.

SECTION 506

SANITARY DRAINAGE SYSTEM

506.1 General.

Plumbing fixtures shall be properly connected to either a public sewer system or to an approved private sewage disposal system.

506.2 Maintenance.

Every plumbing stack, vent, waste and sewer line shall function properly and be kept free from obstructions, leaks and defects.

506.3 Grease interceptors.

Grease interceptors and automatic grease removal devices shall be maintained in accordance with this code and the manufacturer's installation instructions. Grease interceptors and automatic grease removal devices shall be regularly serviced and cleaned to prevent the discharge of oil, grease, and other substances harmful or hazardous to the building drainage system, the public sewer, the private sewage disposal system or the sewage treatment plant or processes. Records of maintenance, cleaning and repairs shall be available for inspection by the code official.

SECTION 507

STORM DRAINAGE

507.1 General.

Drainage of roofs and paved areas, yards and courts, and other open areas on the premises shall not be discharged in a manner that creates a public nuisance.

CHAPTER 13 - SECTION 600--

MECHANICAL AND ELECTRICAL REQUIREMENTS

SECTION 601

GENERAL

601.1 Scope.

The provisions of this chapter shall govern the minimum mechanical and electrical facilities and equipment to be provided.

601.2 Responsibility.

The owner of the structure shall provide and maintain mechanical and electrical facilities and equipment in compliance with these requirements. A person shall not occupy as owner-occupant or permit another person to occupy any premises that does not comply with the requirements of this chapter.

SECTION 602

HEATING FACILITIES

602.1 Facilities required.

Heating facilities shall be provided in structures as required by this section.

602.2 Residential occupancies.

If the lease requires the landlord to provide heat, the landlord must give you the amount of heat required by the state codes and the local town or city ordinance. Under the state housing codes, from October 1 to May 1, the landlord must provide enough heat so that the temperature in the apartment is at least 68 degrees from 6 a.m. to 11 p.m. between the hours of 11 p.m. and 6 a.m., the temperature in the apartment must be at least 65 degrees. **Cite:** N.J.A.C. 5:10-14 et seq. and N.J.A.C. 5:28-1.12(m).

602.3 Heat supply.

Every owner and operator of any building who rents, leases or lets one or more dwelling units or sleeping units on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat to maintain a minimum temperature of 68°F (20°C) in all habitable rooms, bathrooms and toilet rooms.

Exceptions:

1. When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating

system is operating at its full design capacity. The winter outdoor design temperature for the locality shall be as indicated in Appendix D of the International Plumbing Code.

2. In areas where the average monthly temperature is above 30°F (-1°C), a minimum temperature of 65°F (18°C) shall be maintained.

602.4 Occupiable work spaces.

Indoor occupiable work spaces shall be supplied with heat are to maintain a minimum temperature of 65°F (18°C) during the period the spaces are occupied.

Exceptions:

1. Processing, storage and operation areas that require cooling or special temperature conditions.
2. Areas in which persons are primarily engaged in vigorous physical activities.

602.5 Room temperature measurement.

The required room temperatures shall be measured 3 feet (914 mm) above the floor near the center of the room and 2 feet (610 mm) inward from the center of each exterior wall.

SECTION 603

MECHANICAL EQUIPMENT

603.1 Mechanical appliances.

Mechanical appliances, fireplaces, solid fuel-burning appliances, cooking appliances and water heating appliances shall be properly installed and maintained in a safe working condition, and shall be capable of performing the intended function.

603.2 Removal of combustion products.

Fuel-burning equipment and appliances shall be connected to an approved chimney or vent.

Exception: Fuel-burning equipment and appliances that are labeled for unvented operation.

603.3 Clearances.

Required clearances to combustible materials shall be maintained.

603.4 Safety controls.

Safety controls for fuel-burning equipment shall be maintained in effective operation.

603.5 Combustion air.

A supply of air for complete combustion of the fuel and for ventilation of the space containing the fuel-burning equipment shall be provided for the fuel-burning equipment.

603.6 Energy conservation devices.

Devices intended to reduce fuel consumption by attachment to a fuel -burning appliance, to the fuel supply line thereto, or to the vent outlet or vent piping therefrom, shall not be installed unless labeled for such purpose and the installation is specifically approved.

SECTION 604**ELECTRICAL FACILITIES****604.1 Facilities required.**

Every occupied building shall be provided with an electrical system in compliance with the requirements of this section and Section 605.

604.2 Service.

The size and usage of appliances and equipment shall serve as a basis for determining the need for additional facilities in accordance with NFPA 70. Dwelling units shall be served by a three-wire, 120/240 volt, single-phase electrical service having a minimum rating of 60 amperes.

604.3 Electrical system hazards.

Where it is found that the electrical system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, improper fusing, insufficient receptacle and lighting outlets, improper wiring or installation, deterioration or damage, or for similar reasons, the code official shall require the defects to be corrected to eliminate the hazard.

604.3.1 Abatement of electrical hazards associated with water exposure.

The provisions of this section shall govern the repair and replacement of electrical systems and equipment that have been exposed to water.

604.3.1.1 Electrical equipment.

Electrical distribution equipment, motor circuits, power equipment, transformers, wire, cable, flexible cords, wiring devices, ground fault circuit interrupters, surge protectors, molded case circuit breakers, low-voltage fuses, luminaires, ballasts, motors and electronic control, signaling and communication equipment that have been exposed to water shall be replaced in accordance with the provisions of the International Building Code.

Exception: The following equipment shall be allowed to be repaired where an inspection report

from the equipment manufacturer or approved manufacturer's representative indicates that the equipment has not sustained damage that requires replacement:

Enclosed switches, rated a maximum of 600 volts or less;
 Busway, rated a maximum of 600 volts;
 Panelboards, rated a maximum of 600 volts;
 Switchboards, rated a maximum of 600 volts;
 Fire pump controllers, rated a maximum of 600 volts;
 Manual and magnetic motor controllers;
 Motor control centers;
 Alternating current high-voltage circuit breakers;
 Low-voltage power circuit breakers;
 Protective relays, meters and current transformers;
 Low- and medium-voltage switchgear;
 Liquid-filled transformers;
 Resin transformers;
 Wire or cable that is suitable for wet locations and whose ends have not been exposed to water;
 Wire or cable, not containing fillers, that is suitable for wet locations and whose ends have not been exposed to water;
 Luminaires that are listed as submersible;
 Electronic control, signaling and communication equipment.

604.3.2 Abatement of electrical hazards associated with fire exposure.

The provisions of this section shall govern the repair and replacement of electrical systems and equipment that have been exposed to fire.

604.3.2.1 Electrical equipment.

Electrical switches, receptacles and fixtures, including furnace, water heating, security system and power distribution circuits that have been exposed to fire, shall be replaced in accordance with the provisions of the International Building Code.

Exception: Electrical switches, receptacles and fixtures that shall be allowed to be repaired where an inspection report from the equipment manufacturer or approved manufacturer's representative indicates that the equipment has not sustained damage that requires replacement.

SECTION 605

ELECTRICAL EQUIPMENT

605.1 Installation.

Electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and approved manner.

605.2 Receptacles.

Every habitable space in a dwelling shall contain not less than two separate and remote receptacle outlets. Every laundry area shall contain not less than one grounding-type receptacle or a receptacle with a ground fault circuit interrupter. Every bathroom shall contain not less than one receptacle. Any new bathroom receptacle outlet shall have ground fault circuit interrupter protection. All receptacle outlets shall have the appropriate faceplate cover for the location.

605.3 Luminaires.

Every public hall, interior stairway, toilet room, kitchen, bathroom, laundry room, boiler room and furnace room shall contain not less than one electric luminaire. Pool and spa luminaires over 15 V shall have ground fault circuit interrupter protection.

605.4 Wiring.

Flexible cords shall not be used for permanent wiring, or for running through doors, windows, or cabinets, or concealed within walls, floors, or ceilings.

SECTION 606**ELEVATORS, ESCALATORS AND DUMBWAITERS****606.1 General.**

Elevators, dumbwaiters and escalators shall be maintained in compliance with ASME A17.1. The most current certificate of inspection shall be on display at all times within the elevator or attached to the escalator or dumbwaiter, be available for public inspection in the office of the building operator or be posted in a publicly conspicuous location approved by the code official. The inspection and tests shall be performed at not less than the periodic intervals listed in ASME A17.1, Appendix N, except where otherwise specified by the authority having jurisdiction.

606.2 Elevators.

In buildings equipped with passenger elevators, not less than one elevator shall be maintained in operation at all times when the building is occupied.

Exception: Buildings equipped with only one elevator shall be permitted to have the elevator temporarily out of service for testing or servicing.

SECTION 607**DUCT SYSTEMS****607.1 General.**

Duct systems shall be maintained free of obstructions and shall be capable of performing the required function. All duct systems shall be installed to manufacturers' specifications.

CHAPTER 13 - SECTION 700-

FIRE SAFETY REQUIREMENTS

SECTION 701

GENERAL

701.1 Scope.

The provisions of this chapter shall govern the minimum conditions and standards for fire safety relating to structures and exterior premises, including fire safety facilities and equipment to be provided.

701.2 Responsibility.

The owner of the premises shall provide and maintain such fire safety facilities and equipment in compliance with these requirements. A person shall not occupy as owner-occupant or permit another person to occupy any premises that do not comply with the requirements of this chapter.

SECTION 702

MEANS OF EGRESS

702.1 General.

A safe, continuous and unobstructed path of travel shall be provided from any point in a building or structure to the public way. Means of egress shall comply with the International Fire Code.

702.2 Aisles.

The required width of aisles in accordance with the International Fire Code shall be unobstructed.

702.3 Locked doors.

Means of egress doors shall be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort, except where the door hardware conforms to that permitted by the International Building Code.

702.4 Emergency escape openings.

Required emergency escape openings shall be maintained in accordance with the code in effect

at the time of construction, and the following. Required emergency escape and rescue openings shall be operational from the inside of the room without the use of keys or tools. Bars, grilles, grates or similar devices are permitted to be placed over emergency escape and rescue openings provided the minimum net clear opening size complies with the code that was in effect at the time of construction and such devices shall be releasable or removable from the inside without the use of a key, tool or force greater than that which is required for normal operation of the escape and rescue opening.

SECTION 703

FIRE-RESISTANCE RATINGS

703.1 Fire-resistance-rated assemblies.

The required fire-resistance rating of fire-resistance-rated walls, fire stops, shaft enclosures, partitions and floors shall be maintained.

703.2 Opening protectives.

Required opening protectives shall be maintained in an operative condition. Fire and smokestop doors shall be maintained in operable condition. Fire doors and smoke barrier doors shall not be blocked or obstructed or otherwise made inoperable.

SECTION 704

FIRE PROTECTION SYSTEMS

704.1 General.

Systems, devices and equipment to detect a fire, actuate an alarm, or suppress or control a fire or any combination thereof shall be maintained in an operable condition at all times in accordance with the International Fire Code.

704.1.1 Automatic sprinkler systems.

Inspection, testing and maintenance of automatic sprinkler systems shall be in accordance with NFPA 25.

704.1.2 Fire department connection.

Where the fire department connection is not visible to approaching fire apparatus, the fire department connection shall be indicated by an approved sign mounted on the street front or on the side of the building. Such sign shall have the letters "FDC" not less than 6 inches (152 mm) high and words in letters not less than 2 inches (51 mm) high or an arrow to indicate the location. Such signs shall be subject to the approval of the fire code official.

704.2 Single-and multiple-station smoke alarms.

Single-and multiple-station smoke alarms shall be installed in existing Group I-1 and R occupancies in accordance with Sections 704.2.1 through 704.2.3.

704.2.1 Where required.

Existing Group I-1 and R occupancies shall be provided with single-station smoke alarms in accordance with Sections 704.2.1.1 through 704.2.1.4. Interconnection and power sources shall be in accordance with Sections 704.2.2 and 704.2.3.

Exceptions:

1. Where the code that was in effect at the time of construction required smoke alarms and smoke alarms complying with those requirements are already provided.
2. Where smoke alarms have been installed in occupancies and dwellings that were not required to have them at the time of construction, additional smoke alarms shall not be required provided that the existing smoke alarms comply with requirements that were in effect at the time of installation.
3. Where smoke detectors connected to a fire alarm system have been installed as a substitute for smoke alarms.

704.2.1.1 Group R-1.

Single- or multiple-station smoke alarms shall be installed in all of the following locations in Group R-1:

1. In sleeping areas.
2. In every room in the path of the means of egress from the sleeping area to the door leading from the sleeping unit.
3. In each story within the sleeping unit, including basements. For sleeping units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

704.2.1.2 Groups R-2, R-3, R-4 and I-1.

Single- or multiple-station smoke alarms shall be installed and maintained in Groups R-2, R-3, R-4 and I-1 regardless of occupant load at all of the following locations:

1. On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of

bedrooms.

2. In each room used for sleeping purposes.

3. In each story within a dwelling unit, including basements but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

4. Photoelectric smoke alarms shall not be installed less than 6 feet (1829 mm) horizontally from a permanently installed cooking appliance.

704.2.1.4 Installation near bathrooms.

Smoke alarms shall be installed not less than 3 feet (914 mm) horizontally from the door or opening of a bathroom that contains a bathtub or shower unless this would prevent placement of a smoke alarm required by Section 704.2.1.1 or 704.2.1.2.

704.2.2 Interconnection.

Where more than one smoke alarm is required to be installed within an individual dwelling or sleeping unit, the smoke alarms shall be interconnected in such a manner that the activation of one alarm will activate all of the alarms in the individual unit. Physical interconnection of smoke alarms shall not be required where listed wireless alarms are installed and all alarms sound upon activation of one alarm. The alarm shall be clearly audible in all bedrooms over background noise levels with all intervening doors closed.

Exceptions:

1. Interconnection is not required in buildings that are not undergoing alterations, repairs or construction of any kind.

2. Smoke alarms in existing areas are not required to be interconnected where alterations or repairs do not result in the removal of interior wall or ceiling finishes exposing the structure, unless there is an attic, crawl space or basement available that could provide access for interconnection without the removal of interior finishes.

704.2.3 Power source.

Single-station smoke alarms shall receive their primary power from the building wiring provided that such wiring is served from a commercial source and shall be equipped with a battery backup. Smoke alarms with integral strobes that are not equipped with battery backup shall be connected to an emergency electrical system. Smoke alarms shall emit a signal when the batteries are low. Wiring shall be permanent and without a disconnecting switch other than as required for over-current protection.

Exceptions:

1. Smoke alarms are permitted to be solely battery operated in existing buildings where no construction is taking place.
2. Smoke alarms are permitted to be solely battery operated in buildings that are not served from a commercial power source.
3. Smoke alarms are permitted to be solely battery operated in existing areas of buildings undergoing alterations or repairs that do not result in the removal of interior walls or ceiling finishes exposing the structure, unless there is an attic, crawl space or basement available that could provide access for building wiring without the removal of interior finishes.
 1. The fire alarm system shall comply with all applicable requirements in Section 907 of the International Fire Code.
 2. Activation of a smoke detector in a dwelling or sleeping unit shall initiate alarm notification in the dwelling or sleeping unit in accordance with Section 907.5.2 of the International Fire Code.
 3. Activation of a smoke detector in a dwelling or sleeping unit shall not activate alarm notification appliances outside of the dwelling or sleeping unit, provided that a supervisory signal is generated and monitored in accordance with Section 907.6.5 of the International Fire Code.

SECTION 800-- ABANDONED AND VACANT PROPERTIES**801 IDENTIFICATION OF ABANDONED PROPERTIES.****801-1 City List of Abandoned Properties.**

- a. The Director of Property Improvement and Neighborhood Preservation or the City Manager's designee is hereby directed to identify abandoned properties with the City, place said properties on an abandoned property list established as provided in Section 36 of P.L.1996, c.62 (C.55:19-55), as amended by Section 28 of P.L.2003, c.210, and provide such notices and carry out such other tasks as are required to effectuate an abandoned property list as provided by law.
- b. The abandoned property list shall apply to the City of Asbury Park as a whole.
- c. The Director of Property Improvement and Neighborhood Preservation or the City Manager's designee is hereby designated as the public officer for the purpose of carrying out the responsibilities established by this section and shall have all the responsibilities and powers provided by law.
- d. The Director of Property Improvement and Neighborhood Preservation or the City Manager's designee shall exercise the authority granted the City pursuant to Section 13 of P.L.2003, c.210,

to designate qualified rehabilitation entities to act as the designee of the City with respect to the provisions of that section.

e. The Director of Property Improvement and Neighborhood Preservation or the City Manager's designee shall provide a report to the Mayor and City Council every six (6) months, with respect to the number and location of properties on the abandoned property list, the status of those properties, and any actions taken by the City or by any qualified rehabilitation entity designated pursuant to the authority granted to the public officer with respect to any property on the list or any other abandoned property within the City.
(Ord. No. 3031; Ord. No. 3077)

802 REGISTRATION OF VACANT PROPERTY.

802-1.1 Definitions.

As used in this section:

Municipal officer shall mean the Director of Property Improvement and Neighborhood Preservation/Code Enforcement or such official within that department as may be designated by the Director in writing.

Owner shall include the title holder, any agent of the title holder having authority to act with respect to a vacant property, any foreclosing entity that has filed a notice with the Municipal Clerk pursuant to the provisions of C.46:10B-51 (P.L.2008, c.127, Sec.17 as amended by P.L.2009, c.296), or any other entity determined by the public officer of the City of Asbury Park to have authority to act with respect to the property.

Vacant Property shall mean any building or structure which is not at present legally occupied or at which all lawful business or construction operations or residential or other occupancy have substantially ceased, and which is in such condition that it cannot legally be re-occupied without repair or rehabilitation, including but not limited to any property meeting the definition of abandoned property in N.J.S.A. 55:19-80; provided, however, that any habitable property where all building systems are in sound working order, where the building and grounds are maintained in good condition, and which is being actively marketed by its owner for sale or rental, shall not be deemed a vacant property for purposes of this section.
(Ord. No. 2015-10 § 1)

802-1.2 Registration of Vacant Property Required; Term; Fee Waivers.

a. As of the effective date of this section (this section adopted by Ord. No. 2015-10 on 4-22-15), the owner of any vacant property as defined herein shall, within 30 days after the building becomes vacant property or within 30 days after assuming ownership of the vacant property, whichever is later; or within 10 days of receipt of notice from the City, file a registration statement for such vacant property with the municipal officer on forms provided for that purpose by the municipal officer along with any fee required by this section. Failure to receive notice from the municipality shall not constitute grounds for failing to register the property.

b. Each property having a separate tax block and lot number shall be registered separately.

c. The registration shall include the information required under subsection 13-802-1.4, the insurance certificate required under subsection 13-802-1.7, as well as any additional information that the municipal officer may reasonably require.

d. The registration shall remain valid for one year from the date of registration. The owner shall be required to renew the registration annually as long as the building remains vacant property and shall pay a registration or renewal fee in the amount prescribed in subsection 13-802-1.5 for each vacant property registered.

e. The municipal officer may establish for purposes of efficient administration that all registrations shall be renewed by a single date in each year, which date shall be established by the municipal officer in which case the initial registration fee shall be pro-rated for registration statements received less than 10 months prior to that date.

f. 1. Any owner of vacant property who plans to restore the property to productive use and occupancy during the twelve (12) month period following the date of the initial registration of the property shall file a detailed statement of the owner's plans for restoration of the property with the registration statement and shall be exempt from payment of the registration fee, but shall comply with all other provisions of this section. In the event that the property has not been restored to productive use and occupancy at the end of the twelve (12) month period, the owner shall be liable for any fee waived. The municipal officer, after consultation with the City Council and with the approval of a majority thereof, may extend the waiver of the registration fee for not more than one additional year in response to a written request by the property owner where the municipal officer finds that compelling conditions outside the owner's control made it impossible for the owner to restore the property within the initial twelve (12) month period.

2. Where the owner is an entity experienced in rehabilitation or redevelopment of vacant properties, and where the property subject to this section is being held for a project of rehabilitation or redevelopment consistent with municipal plans and ordinances, and where by virtue of financing, market or other conditions that project may require more than one year for realization, the municipal officer, after consultation with the City Council and with the approval of a majority thereof, may extend the waiver of the registration fee on an annual basis without limitation upon written request by the owner as long as the municipal officer finds that the owner is making reasonable progress toward completion of the project. The owner shall provide the municipal officer with such documentation, which may include plans, financing applications, applications for land use approval or other evidence of progress.

g. The owner shall notify the municipal officer within 30 days of any change in the registration information by filing an amended registration statement on a form provided by the municipal officer for such purpose.

h. The registration statement shall be deemed prima facie proof of the statements therein contained in any administrative enforcement proceeding or court proceeding instituted by the City against the owner or owners of the building.
(Ord. No. 2015-10 § 2)

802-1.3 City Access for Inspections.

At any time after filing a registration statement or a renewal of a registration statement, the owner of any vacant property shall provide access to the City to conduct exterior and interior inspections of the building to determine compliance with municipal codes, on reasonable notice to the property owner or the designated agent. (Ord. No. 2015-10 § 3)

802-1.4 Registration Application Content.

a. The registration statement shall include (1) the name, street address, e-mail address and telephone number of a natural person 21 years of age or older, designated by the owner or owners as the authorized agent for receiving notices of code violations and for receiving process in any court proceeding or administrative enforcement proceeding on behalf of such owner or owners in connection with the enforcement of any applicable code; and (2) the name, street address, e-mail address and telephone number of the firm or individual responsible for maintaining the property. The individual or a representative of the firm responsible for maintaining the property shall be available by telephone or in person on a 24 hour per day, seven (7) day per week basis. The two entities may be the same or different persons. Both entities shown on the statement must maintain offices in the state of New Jersey or reside within the state of New Jersey.

b. An owner who is a natural person and who maintains offices in the state of New Jersey or resides within the state of New Jersey may designate him or herself as agent or as the individual responsible for maintaining the property.

c. By designating an authorized agent under the provisions of this section the owner consents to receive any and all notices of code violations concerning the registered vacant property and all process in any court proceeding or administrative enforcement proceeding brought to enforce code provisions concerning the registered building by service of the notice or process on the authorized agent. Any owner who has designated an authorized agent under the provisions of this section shall be deemed to consent to the continuation of the agent's designation for the purposes of this section until the owner notifies the municipal officer in writing of a change of authorized agent or until the owner files a new annual registration statement.

d. Any owner who fails to register a vacant property under the provisions of this section shall further be deemed to consent to receive, by posting at the building, any and all notices of code violations and all process in an administrative proceeding brought to enforce code provisions concerning the building.
(Ord. No. 2015-10 § 4)

802-1.5 Fees.

a. The registration and renewal fee for each building shall be as follows:

Initial registration	\$500.00 or prorated amount per subsection 802-1.2
First renewal	\$1,000.00

Second renewal	\$1,750.00
Any subsequent renewal	\$2,500.00

b. One hundred (100%) percent of all fee income resulting from the application of this section shall be used for the sole purpose of carrying out municipal activities with respect to vacant and distressed properties, including but not limited to code enforcement, abatement of nuisance conditions, stabilization, rehabilitation, and other activities designed to minimize blight and further productive reuse of properties.
(Ord. No. 2015-10 § 5)

802-1.6 Maintenance of Vacant Property Required.

The owner of any structure that has become vacant property, and any person responsible for maintaining any such building that has become vacant, shall within 30 days of the structure becoming vacant or 30 days of the owner taking title to the property:

- a. Enclose and secure the structure as provided in the applicable codes of the City of Asbury Park or as set forth in rules and regulations adopted by the municipal officer to supplement those codes.
- b. Ensure that the grounds of the structure, including yards, fences, sidewalks, walks and driveways, are well-maintained and kept free from trash or debris; and
- c. Maintain the structure in a secure and closed condition, keep the grounds in a clean and well-maintained condition until the building is again occupied or demolished or until repair or rehabilitation of the building is complete.
(Ord. No. 2015-10 § 6)

802-1.7 Insurance Requirements.

The owner of any vacant property shall acquire or otherwise maintain liability insurance, in an amount of not less than \$300,000.00 for buildings designed primarily for one to four unit residential use and not less than \$1,000,000.00 for any other building, including, but not limited to, buildings designed for multifamily, manufacturing, storage or commercial uses, covering any damage to any person or any property caused by any physical condition of or in the building. Any insurance policy acquired or renewed after the building has become vacant shall provide for written notice to the municipal officer within 30 days of any lapse, cancellation or change in coverage. The owner shall attach evidence of the insurance to the owner's registration statement. Any registration statement submitted that does not include such evidence shall not be deemed to be a valid registration. (Ord. No. 2015-10 § 7)

802-1.8 Online Registry.

The City of Asbury Park may establish an online registry of all properties registered with the City under this section, which shall include a procedure by which citizens can provide the municipal officer with information on unregistered properties that may be subject to this section

through electronic means. (Ord. No. 2015-10 § 8)

802-1.9 Additional Rules and Regulations.

The municipal officer may issue rules and regulations for the administration of the provisions of this section, after consultation with the City Council and with the approval of a majority thereof. (Ord. No. 2015-10 § 9)

802-1.10 Violations and Penalties.

a. Any person who violates any provision of this section or of the rules and regulations issued hereunder shall be fined not less than one thousand (\$1,000.00) dollars and not more than two thousand (\$2,000.00) dollars for each offense. Every day that a violation continues shall constitute a separate and distinct offense. Fines assessed under this section shall be recoverable from the owner and shall be a lien on the property.

b. For purposes of this section, failure to file a registration statement within 30 days after a building becomes vacant property or within 30 days after assuming ownership of a vacant property, whichever is later; or within 10 days of receipt of notice by the City, failure to provide correct information on the registration statement, failure to comply with the provisions of subsections 802-1.6 and 802-1.7, or such other matters as may be established by the rules and regulations of the municipal officer shall be deemed to be violations of this section. (Ord. No. 2015-10 § 10)

803-1.0 UPKEEP OF VACANT AND ABANDONED RESIDENTIAL PROPERTIES IN FORECLOSURE.

803-1.1 Definitions.

Creditor shall mean, consistent with section 3 of P.L. 2008, c.86, a State chartered bank, savings bank, savings and loan association or any credit union, or any person required to be licensed under the provisions of the "New Jersey Residential Mortgage Lending Act," and any entity acting on behalf of the Creditor named in the debt obligation, including but not limited to, mortgage loan servicers.

Public officer shall mean the Director of Property Improvement and Neighborhood Preservation/Code Enforcement or such official within that department as may be designated by the Director, in writing. (Ord. No. 2015-18 § 13-3.1)

803-1.2 Creditor Responsibility for Vacant and Abandoned Properties; In-State Representative Required.

a. Any Creditor filing a summons and complaint in an action to foreclose on any residential property within the City shall be immediately responsible for the care, maintenance, security, and

upkeep of the exterior of that property, in the event it is determined to be vacant and abandoned property.

b. Where a Creditor is located out-of-State, the Creditor shall be responsible for appointing an in-State representative or agent to act on the Creditor's behalf for the purpose of satisfying the requirements of paragraph a. above. Notice of said representative or agent shall be provided to the City Clerk and the Public Officer (as defined in this section, in a manner that is consistent with subsection a. of section 17 of P.L. 2008, c.127 (the "Save New Jersey Homes Act of 2008")), and shall further include the full name and contact information of the in-State representative or agent.

c. All foreclosing creditors, and, in the case of an out-of-state foreclosing Creditor, their in-State representatives, shall be responsible to comply with the requirements of all other ordinances adopted by the City of Asbury Park and the Code of the City relating to vacant and/or abandoned property, in the same manner as those ordinances and the Code of the City pertain to the title owners of such vacant and/or abandoned property.
(Ord. No. 2015-18 § 13-3.2)

803-1.3 Notice.

a. The City's public officer shall be authorized to issue a notice to a Creditor that has filed a summons and complaint in an action to foreclose on a residential property within the City, if the public officer determines that the Creditor has violated this section by failing to provide for the care, maintenance, security, and upkeep of the exterior of the property. Where a Creditor is an out-of-State Creditor, the notice shall be issued to the representative or agent that has been identified by the Creditor pursuant to subsection 13-4.2 and the Save New Jersey Homes Act of 2008.

b. The notice referenced in paragraph a. above shall require the Creditor to correct the violation(s) within 30 days of receipt of the notice, or within 10 days of receipt of the notice if the violation presents an imminent threat to public health and safety.

c. The issuance of a notice pursuant to paragraph a. above shall constitute proof that a residential property is "Vacant and Abandoned" for the purposes of this section.
(Ord. No. 2015-18 § 13-3.3)

803-1.4 Violations and Penalties.

a. A Creditor subject to this section that is found by the municipal court of the City, or by any other court of competent jurisdiction, to be in violation of the requirement to correct a "care, maintenance, security, or upkeep violation" cited in a notice issued pursuant to this section, shall be subject to a fine of \$1,500 for each day of the violation. Any fines imposed pursuant to this subsection shall commence 31 days following the Creditor's receipt of the notice, except where the violation is deemed to present an imminent risk to the public health and safety, in which case any fines shall commence 11 days following receipt of the notice.

b. An out-of-state Creditor subject to this section that is found by the municipal court of the City, or by any other court of competent jurisdiction, to be in violation of the requirement to appoint an in-State representative or agent shall be subject to a fine of \$2,500 for each day of the violation. Any fines imposed on an out-of-state Creditor for the failure to appoint an in-State representative or agent shall commence on the day after the 10-day period set forth in paragraph (1) of subsection a. of section 17 of P.L. 2008, c.127 (C.46:10B-51), for providing notice to the City Clerk that a summons and complaint in an action to foreclose on a mortgage has been served.

c. No less than one hundred percent (100 %) of any money collected pursuant to this section shall be utilized by the City of Asbury Park for purposes relating to its City code enforcement purposes.
(Ord. No. 2015-18 § 13-3.4)

SECTION 900--

REFERENCED STANDARDS

This chapter lists the standards that are referenced in various sections of this document. The standards are listed herein by the promulgating agency of the standard, the standard identification, the effective date and title and the section or sections of this document that reference the standard. The application of the referenced standards shall be as specified in Section 102.7. The original list can be found in the IPMC Book in the Code Department.

APPENDIX A BOARDING STANDARD

A101

GENERAL

A101.1 General.

Windows and doors shall be boarded in an approved manner to prevent entry by unauthorized persons and shall be painted to correspond to the color of the existing structure.

A102

MATERIALS

A102.1 Boarding sheet material.

Boarding sheet material shall be minimum 1/2-inch-thick (12.7 mm) wood structural panels complying with the International Building Code.

A102.2 Boarding framing material.

Boarding framing material shall be minimum nominal 2-inch by 4-inch (51 mm by 102 mm) solid sawn lumber complying with the International Building Code.

A102.3 Boarding fasteners.

Boarding fasteners shall be minimum 3/4-inch-diameter (9.5 mm) carriage bolts of such a length as required to penetrate the assembly and as required to adequately attach the washers and nuts. Washers and nuts shall comply with the International Building Code.

A103

INSTALLATION

A103.1 Boarding installation.

The boarding installation shall be in accordance with Figures A103.1(1) and A103.1(2) and Sections A103.2 through A103.5 of the IPMC which is available for inspection.

A103.2 Boarding sheet material.

The boarding sheet material shall be cut to fit the door or window opening neatly or shall be cut to provide an equal overlap at the perimeter of the door or window.

A103.3 Windows.

The window shall be opened to allow the carriage bolt to pass through or the window sash shall be removed and stored. The 2-inch by 4-inch (51 mm by 102 mm) strong back framing material shall be cut minimum 2 inches (51 mm) wider than the window opening and shall be placed on the inside of the window opening 6 inches (152 mm) minimum above the bottom and below the top of the window opening. The framing and boarding shall be predrilled. The assembly shall be aligned and the bolts, washers and nuts shall be installed and secured.

A103.4 Door walls.

The door opening shall be framed with minimum 2-inch by 4-inch (51 mm by 102 mm) framing material secured at the entire perimeter and vertical members at a maximum of 24 inches (610 mm) on center. Blocking shall also be secured at a maximum of 48 inches (1219 mm) on center vertically. Boarding sheet material shall be secured with screws and nails alternating every 6 inches (152 mm) on center.

A103.5 Doors.

Doors shall be secured by the same method as for windows or door openings. One door to the structure shall be available for authorized entry and shall be secured and locked in an approved 2008, c.127 (C.46:10B-51), for providing notice to the City Clerk that a summons and complaint

in an action to foreclose on a mortgage has been served.

BE IT FURTHER ORDAINED, that all other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

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



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

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

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

§ 88-1. Purpose.

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

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

§ 88-2. Basic requirements.

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

§ 88-3. Definitions.

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

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

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

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

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

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

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

§ 88-4. Residential development fees.

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

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

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

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

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

§ 88-5. Nonresidential development fees.

A. Imposed fees.

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

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

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

exempted below.

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

§ 88-6. Collection procedures.

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

development.

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

§ 88-7. Affordable housing trust fund.

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

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

§ 88-8. Use of funds.

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

assistance with emergency repairs.

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

§ 88-9. Monitoring.

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

§ 88-10. Ongoing collection of fees.

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

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

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

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

Section IV. Effective Date. This ordinance shall take effect upon its passage and publication, as required by law.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2018-21 which was finally adopted by the City Council at a meeting held on the 22nd day of August, 2018

CINDY A. DYE
CITY CLERK



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

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

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

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

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

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

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

CHAPTER XXX

LAND DEVELOPMENT REGULATIONS

30-61.9 Permitted Exceptions.

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

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

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

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

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

Be It Further Ordained, that this Ordinance shall take effect upon final passage and publication in accordance with the law, following the required twenty (20) day period after adoption, as set forth in N.J.S.A. 40:69A-181(b).

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2018-30 which was finally adopted by the City Council at a meeting held on the 22nd day of August, 2018

CINDY A. DYE
CITY CLERK



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

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

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

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

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

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

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

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

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

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

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

and

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

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

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

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

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

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

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

5. That this ordinance shall take effect upon final passage and publication as provided by law, following the required twenty (20) day period after adoption, as set forth in N.J.S.A. 40:69A-181(b).

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2018-31 which was finally adopted by the City Council at a meeting held on the 22nd day of August, 2018

CINDY A. DYE
CITY CLERK

PROPOSED LAND USES & BUILDING REQUIREMENTS BY CHARACTER DISTRICT

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

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

Asbury Avenue Gateway

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

Sunset Park

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

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

North Gateway

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

Green Building Design

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

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

General Building Design Requirements for All Developments

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

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

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

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

Civic Core / North Gateway

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

Community Shopping Zone

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



**Asbury Park, New Jersey
ORDINANCE NO. 2018-32**

**A CAPITAL ORDINANCE APPROPRIATING THE SUM OF \$157,400 FOR
ACQUISITION OF VARIOUS ITEMS FOR THE CITY OF ASBURY PARK
INCLUDING EQUIPMENT FOR THE FIRE DEPARTMENT, INFORMATION
TECHNOLOGY DEPARTMENT, PUBLIC WORKS DEPARTMENT AND POLICE
DEPARTMENT.**

BE IT ORDAINED, by the City Council of the City of Asbury Park in the County of Monmouth, New Jersey (not less than two-thirds of all members thereof affirmatively concurring) as follows:

SECTION 1. The improvements described in Section 2 of this Ordinance are hereby respectively authorized as general improvements to be made by the City of Asbury Park, New Jersey, for the said improvements or purposes stated in Section 2, there is hereby appropriated the sum of money therein stated as the appropriation made for said improvements or purposes, said sum being inclusive of all appropriations therefore made thereof and amounting in the aggregate to \$207,400 which is now available in capital surplus.

SECTION 2. The City of Asbury Park, in the County of Monmouth, State of New Jersey, is hereby authorized to provide for the following:

Acquisition of equipment for the Fire Department including but not limited to a MDT, Oxygen Fill Station and SCBA fill station in an amount not to exceed \$25,000

Acquisition of equipment for Information Technology related equipment including but not limited to new computers, new phones, new security hardware and software in an amount not to exceed \$65,000

Acquisition of equipment for the Department of Public Works including but not limited to a new ride-on lawnmower and a new chipper in an amount not to exceed \$40,000

Acquisition of various street furniture including but not limited to bike racks and benches in an amount not to exceed \$10,000

Acquisition of various equipment for the Police Department including but not limited to retractable barriers, radar equipment and office equipment in an amount not to exceed \$17,000

Acquisition of traffic controller assemblies not to exceed \$50,000 for the Department of Public Works

Services associated with the 2:20 costs including advertising of this Ordinance \$400

Total Appropriation and Estimated Costs \$207,400

SECTION 3. It is hereby determined and stated:

(a) That said purposes are not a current expense. That the same are improvements which the municipality may lawfully make and that no part of the cost of said improvements has been or shall be specifically assessed on properties specifically benefited.

(b) It is not necessary to finance said appropriations by the issuance of obligations by the City of Asbury Park pursuant to the Local Bond Law of the State of New Jersey, for the reason that monies sufficient to cover the appropriations thereof shall be available from capital surplus in the amount of \$207,400.

SECTION 4. The Capital Budget of the City of Asbury Park is hereby amended to conform with the provisions of this Ordinance to the extent of any inconsistency herewith. The resolution in the form promulgated by the Local Finance Board showing all detail of the amended or temporary Capital Budget and capital program as approved by the Director of the Division of Local Government Services, is on file with the Clerk and is available for public inspection.

SECTION 5. The sum of \$207,400 is hereby appropriated for the aforementioned purposes.

SECTION 6. It is hereby determined and stated that no supplemental debt statement is required to be made and signed in connection with said appropriations, since the gross debt of the municipality, as defined under the Local Bond Law, is not increased by this Ordinance and no obligations in the matter of notes or bonds are authorized by this Ordinance.

SECTION 7. This Ordinance shall take effect after publication thereof and final passage as required by law.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2018-32 which was finally adopted by the City Council at a meeting held on the 22nd day of August, 2018

CINDY A. DYE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2018-33**

AN ORDINANCE ESTABLISHING A RESTRICTED PARKING SPACE FOR USE BY HANDICAPPED PERSONS AT PROPERTY LOCATED AT 1509 THIRD AVENUE, IN THE CITY OF ASBURY PARK, AND AMENDING AND SUPPLEMENTING SECTION 7-36, ENTITLED, "HANDICAPPED PARKING," OF CHAPTER VII, "TRAFFIC," OF THE "REVISED GENERAL ORDINANCES OF THE CITY OF ASBURY PARK, NEW JERSEY."

WHEREAS, the City of Asbury Park (the "City") has been requested to create a an additional handicapped parking space adjacent to property located at 1509 Third Avenue, in the City, on the Asbury Park City Tax Map, which handicapped parking space shall begin at a point located 70 feet east of the northeast corner of Third Avenue and Dunlewy Street and extending 20 feet on center therefrom; and

WHEREAS, pursuant to N.J.S.A. 39:4-197.5, a municipality may, by Ordinance, establish restricted parking space(s) in front of residences, schools, hospitals and other public buildings, and in shopping and business districts, for use by persons who have been issued special vehicle identification cards by the Division of Motor Vehicles pursuant to the provisions of N.J.S.A. 39:4-205, when using a motor vehicle on which is displayed a certificate, for which a special vehicle identification card has been issued pursuant to N.J.S.A. 39:4-206; and

WHEREAS, the Asbury Park Police Department has reviewed and approved this request; and

WHEREAS, the City therefore wishes to designate an additional restricted parking space for use by handicapped person(s) at the aforesaid property, and to amend and supplement Section 7-36, entitled, "Handicapped Parking," of Chapter VII, "Traffic," of the "Revised General Ordinances 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, as follows:

1. There is hereby established an additional restricted parking space adjacent to the property located at 1509 Third Ave, in the City, on the Asbury Park City Tax Map, which handicapped parking space shall begin at a point located 70 feet east of the northeast corner of Third Avenue and Dunlewy Street and extending 20 feet on center therefrom, in accordance with the requirements set forth in this Ordinance.

2. The City Engineer is hereby designated to determine whether or not the said

parking space and the erection of any signs associated therewith conform to the current standards prescribed by the Manual of Uniform Traffic Control Devices for Streets and Highways, as adopted by the Commissioner of Transportation, and any other Department of Transportation rules and regulations governing parking spaces and signs, and shall certify his approval of the same to the Commissioner of Transportation in accordance with the requirements of N.J.S.A. 39:4-8.1.

3. The City is authorized to erect appropriate signage to designate the handicapped parking space established herein and may mark the street appropriately.

4. Any signs erected or street markings employed to identify the subject parking space shall clearly and conspicuously state "Parking for Handicapped Persons Only."

5. Section 7-36, entitled, "Handicapped Parking," of Chapter VII, "Traffic," of the "Revised General Ordinances of the City of Asbury Park, New Jersey," is hereby amended and supplemented to include the following:

<u>Name of Street</u>	<u>Side</u>	<u>Location</u>
Third Ave.	East	1509 Third Avenue, in the City, on the Asbury Park City Tax Map, which handicapped parking space shall begin at a point located 70 feet east of the northeast corner of Third Avenue and Dunlewy Street and extending 20 feet on center therefrom

6. On or before January 15th of every year (or the first weekday thereafter), the applicant shall provide proof to the City of Asbury Park Police Department that the handicapped parking space is still needed at the subject property. A failure to do so may result in the City's termination of the designated handicapped parking space.

7. The City reserves the right to terminate the designation of the within handicapped parking space at the City's discretion.

8. All other Ordinances or parts of Ordinances that are inconsistent herewith are hereby repealed to the extent of such inconsistencies.

9. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to that portion of the Ordinance actually adjudged to be invalid, and the remaining portions of this Ordinance shall be deemed severable therefrom and shall not be affected.

10. This Ordinance shall take effect upon final passage and publication in accordance with the law.

11. A certified copy of this Ordinance shall be provided to the Commissioner of Transportation within thirty (30) days of the adoption thereof.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2018-33 which was finally adopted by the City Council at a meeting held on the 22nd day of August, 2018

CINDY A. DYE
CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, August 22, 2018
WORK SESSION

Announcement by the City Clerk

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

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

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

City Manager Capabianco stated that last meeting there was a complaint about a dilapidated home. Code Enforcement issued summons for the house.

Special Event Applications

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

Review of Agenda Items for August 22, 2018 Regular Meeting

City Manager Capabianco reviewed the agenda for this evening's meeting.

Matters from City Council

Council Member Clayton stated that the Renaissance is currently leasing. You can file an application on-line or they are located on the 2nd floor at City Hall. There will be an expungement seminar on August 30 at St. Stephens Church. She offered her condolences to Brian Hollands friends and family.

Deputy Mayor Quinn also offered her condolences to the friends and family of Brian Hollands. She congratulated Connie Breech on her annual back pack drive. Tomorrow evening is the last night for the performance art on 2nd Ave. beach.

Matters from City Manager

City Manager Capabianco had no matters.

Matters from City Attorney

City Attorney Raffetto had no matters.

Regular Meeting begins at 7 p.m.

Respectfully submitted by:

Cindy A. Dye, RMC, City Clerk



Minutes
Meeting of the Municipal Council
Wednesday, August 22, 2018
REGULAR MEETING

Executive Session - 4:00 p.m.

2018-288 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	Present	
Michael Capabianco	City Manager	Present	
Frederick Raffetto	City Attorney	Present	

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

PUBLIC PARTICIPATION

Motion made by Council Member Kendle and seconded by Council Member Chapmant to open the meeting to the public.

The following members of the public spoke: Glen Massamillo, Ernest Mignoli, Rita Marano, Sylvia Sylvia, Peter Seagal.

Motion made by Deputy Mayor Quinn and seconded by Council Member Chapman to close the meeting to the public.

**CITY CLERK'S CERTIFICATION TO MAYOR AND COUNCIL REGARDING
INITIATIVE AND REFEREDNUM PETITIONS**

- On July 26, 2018, my office received two (2) separate Petitions seeking to revise the operation and government of the City of Asbury Park in certain respects. The Petitions were subsequently amended

by the respective Committees of Petitioners on August 8, 2018 and August 15, 2018 to include additional signatures.

The two Petitions were as follows:

1. Initiative Petition proposing an amended residency requirements Ordinance relating to municipal employees and individuals appointed to serve on Boards, Commissions, Authorities and/or Committees within the City; and
 2. Referendum Petition to amend the charter of the City of Asbury Park to revise certain alternative provisions that are permitted under the City's current Council-Manager Plan of Government under the Faulkner Act.
- Following receipt of the Petitions, I undertook due diligence to determine whether each Petition was signed by a sufficient number of legal voters of the City pursuant to the requirements set forth by law, and otherwise complied with all relevant legal requirements.
 - At the conclusion of my review, the following determinations were made:
 - With regard to the Initiative Petition proposing an amended residency requirements Ordinance, the Petition required rejection at this time due to the fact that the proposed Ordinance failed to comply with relevant legal requirements, as determined by the City Attorney and the City's Labor Counsel. The Petitioners were provided with a copy of my written decision concerning this matter on August 15, 2018, which included the rationale for my rejection of the Petition.
 - With regard to the Referendum Petition to amend the charter of the City of Asbury Park to revise certain alternative provisions that are permitted under the City's current Council-Manager Plan of Government under the Faulkner Act, the Petition has been certified as complying with all relevant legal requirements. As such, the referendum questions submitted by the Petitioners will be placed on the November 6, 2018 General Election ballot for consideration by the voters.

MINUTES

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

1. Executive Minutes of Jul 25, 2018 4:00 PM
2. Municipal Council - Work Session - Jul 25, 2018 6:00 PM
3. Municipal Council - Regular Meeting - Jul 25, 2018 7:00 PM

CONSENT AGENDA RESOLUTIONS

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

2018-289 Resolution Approving Special Event Applications

2018-290 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2018 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - Multipurpose Senior Center-Additional Funding

2018-291 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2018 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - NJDOT Transit Village Program Grant

2018-292 Resolution to Credit Sewer Account 2801-2 806-808 Fifth Avenue

2018-293 Resolution to Credit Sewer Account Block 204 Lot 10 1205 Langford Street

2018-294 Resolution to Credit Sewer Account 3504-10 1205 ½ Heck Street

2018-295 Resolution to Terminate Sewer Account Billing and Cancel Open Charges and Credit Block 1304 Lot 4 1408 Summerfield Avenue

2018-296 Resolution Authorizing Refund of Overpayment of Overbilled Taxes on Tax Sale Certificate 3202-11 TSC#15-00270

2018-297 Resolution to Cancel Taxes on City Owned Property 2408-1 111 Main Street

2018-298 Resolution Authorizing Issuance of Duplicate Tax Sale Certificate 1001-4 TSC#A8-00267

2018-299 A Resolution Amending Special Conditions on the Liquor License for Porta at Asbury Park, LLC d/b/a Porta For the 2018-2019 Licensing Year

INDIVIDUAL RESOLUTIONS

2018-282 Resolution Authorizing Change Order #8 for Springwood Avenue Park professional services

RESULT:	TABLED [UNANIMOUS]
	Next: 9/12/2018 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2018-287 Authorizing Appointments to the “Asbury Park TV Committee”

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

2018-300 A Resolution of the Mayor and Council of the City of Asbury Park Requesting the Monmouth County Board of Elections to Place a Public Question on the November 6, 2018 General Election Ballot Regarding a Proposed Ordinance Submitted Through the Power of Initiative (Pursuant to N.J.S.A. 40:69A-184, Et Seq.) Relating to “Short-Term Rental Regulations.”

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

2018-301 A Resolution of the Mayor and Council of the City of Asbury Park Requesting the Monmouth County Board of Elections to Place Two (2) Public Referendum Questions on the November 6, 2018 General Election Ballot Regarding Proposed Amendments to the City’s Current Form of Government (Pursuant to N.J.S.A. 40:69A-25.1)

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

2018-302 Resolution Approving Payment of Bills

Council Member Chapman abstained from POs 18-00374 and 18-02474.

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

2018-303 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 from September 28, 2018 through September 30, 2018 and Authorizing the Issuance of a Special Events Permit in Connection Therewith

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

2018-304 Authorizing Grant Application to Monmouth County for Senior Services

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

2018-305 Authorizing T&M Associates to Provide Grant Assistance and Support

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

2018-306 Authorizing T&M Associates to prepare a NJDOT grant application

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

2018-307 Authorizing the City Attorney to Amend the Firehouse Vehicle Bay Lintel Contract

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

2018-308 Resolution of Support from Local Governing Body Authorizing the Sustainable Jersey Grant Application

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

2018-309 Authorizing Change Order Number 1 for the Springwood and Atkins traffic signal upgrade project

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

2018-310 Resolution Authorizing Change Order Number 3 for the Firehouse Lintel Project

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

2018-311 Resolution of Support Authorizing a New Jersey Department of Transportation Safe Routes to School Program Grant Application

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

2018-312 Resolution of the City of Asbury Park Authorizing the Execution of An Agreement To Terminate the Redeveloper Agreement Dated January 12, 2011 Between The City of Asbury Park and Springwood Commons, LLC (Block 903, lots 1.01, 1.02, 2, 3, 4, 5 and 6)

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

2018-313 Referring Proposed Amendments to the City's Land Development Regulations (Specifically Concerning, Application Procedures, Staff Duties, Notification, Zoning Compliance Documents, Checklist and Performance and Maintenance Guarantees) to the Planning Board for Review and Comment Pursuant to the New Jersey Municipal Land Use Law

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

2018-314 Resolution Adopting the Municipal Public Access Plan And Referring It To The Planning Board For Incorporation in the Master Plan

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

2018-315 Entering in an Agreement with the Asbury Park Housing Authority for Increased Public Safety

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

ORDINANCES

Introduction

2018-34 An Ordinance Amending and Supplementing Chapter XXVIII "Health Regulations by Adding Section 28-5 "Intentional Release of Balloons" of the "Code of the City of Asbury Park, New Jersey."

Public hearing is scheduled for September 26, 2018.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 9/26/2018 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2018-35 An Ordinance Amending and Supplementing Section 26-4 “Retirement Benefits” of Chapter XXVI, “Personnel Policies,” of the “Code of the City of Asbury Park, New Jersey.”

Public hearing is scheduled for September 26, 2018.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 9/26/2018 7:00 PM
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2018-36 An Ordinance Amending and Supplementing Chapter III, Entitled “Police Regulations,” of the “Revised General Ordinances of the City of Asbury Park, New Jersey,” in Order to Establish a New Section Thereof to be Known as Section 3-10, Entitled “Begging And Panhandling.”

Public hearing is scheduled for September 26, 2018.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 9/26/2018 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2018-37 An Ordinance Amending Section 3-35, Entitled “Sleeping In Public Places,” of Chapter III, “Police Regulations,” of the “Revised General Ordinances of the City Of Asbury Park, New Jersey”

RESULT:	TABLED [UNANIMOUS]
	Next: 9/12/2018 7:00 PM
MOVER:	John Moor, Mayor
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2018-38 Ordinance of the City of Asbury Park Amending and Supplementing Chapter VII of the Code of the City of Asbury Park Regarding Traffic and Parking Regulations

Public hearing is scheduled for September 26, 2018.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 9/26/2018 7:00 PM
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2018-39 An Ordinance Amending and Supplementing Various Articles and Sections of Code of The City of Asbury Park

Public hearing is scheduled for September 26, 2018.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 9/26/2018 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2018-40 An Ordinance Amending the Property Maintenance Code of the City of Asbury Park

Public hearing is scheduled for September 26, 2018.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 9/26/2018 7:00 PM
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

Second Reading/Public Hearing

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

RESULT:	TABLED [UNANIMOUS]
	Next: 9/12/2018 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

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

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

No one from the public spoke.

Motion made by Council Member Kendle and seconded by Deputy Mayor Quinn to close the ordinance to the public.

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

2018-31 Approving and Adopting an Amendment To The Main Street Redevelopment Plan
Motion made by Council Member Kendle and seconded by Deputy Mayor Quinn to open the ordinance to the public.

The following members of the public spoke: Rita Marano.

Motion made by Council Member Kendle and seconded by Deputy Mayor Quinn to close the ordinance to the public.

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

2018-32 A Capital Ordinance Appropriating the Sum of \$157,400 for Acquisition of Various Items for the City of Asbury Park Including Equipment for the Fire Department, Information Technology Department, Public Works Department and Police Department.

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

The following members of the public spoke: Rita Marano.

Motion made by Deputy Mayor Quinn and seconded by Council Member Chapman to close the ordinance to the public.

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

2018-33 An Ordinance Establishing a Restricted Parking Space for use by Handicapped Persons at Property Located at 1509 Third Avenue, in the City of Asbury Park, and Amending and Supplementing Section 7-36, Entitled, "Handicapped Parking," of Chapter VII, "Traffic," of the "Revised General Ordinances of the City of Asbury Park, New Jersey."

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

No one from the public spoke.

Motion made by Council Member Kendle and seconded by Deputy Mayor Quinn to close the ordinance to the public.

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

ADJOURNMENT

The meeting was adjourned at 7:40 PM

Respectfully submitted by:

Cindy A. Dye, RMC, City Clerk